

## Table of Contents

Agenda . . . . .	5
CONSIDERATION OF MINUTES OF THE MARCH 18, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 28, 2014	
Minutes . . . . .	10
CONSIDERATION OF BILLS AND CLAIMS	
Bills & Claims . . . . .	18
Addendum . . . . .	55
Establish May 6, 2014 as the Public Hearing Date for Consideration of Sale of City-owned Property Located at 319 W. Midwest Ave., Described as Lot 1, OYD No. 2 Subdivision, an Addition to the City of Casper, Wyoming being portion of the SE¼NW¼ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming for Economic Development Purposes Pursuant to W.S. § 15-1-112(b)(i)(D).	
Memorandum . . . . .	56
Establish May 6, 2014 as the Public Hearing Date for Consideration of New Retail Liquor License No. 36 to Urban Market Wines LLC, d.b.a. Urban Market Wines, Located at 319 West Midwest Avenue.	
Memorandum . . . . .	57
Establish May 6, 2014 as the Public Hearing Date for Consideration of New Restaurant Liquor License No. 11 to Midwest Urban Development, LLC, d.b.a. Midwest Market, Located at 319 West Midwest Avenue.	
Memorandum . . . . .	58
Consideration of the Issuance of a Restaurant Liquor License to III Botticelli Ristorante, Inc., d.b.a. Botticelli's, Located at 129 West 2nd Street.	
Memorandum . . . . .	59
Consideration of the Issuance of a Resort Liquor License to Casper Hospitality, LLC, d.b.a. Courtyard by Marriott, Located at 4260 Hospitality Lane.	
Memorandum . . . . .	60
Consideration of an Annexation, of a Portion of the SW1/4SW1/4 Section 13, T33N, R80W, 6th P.M., Natrona County Wyoming, to Create Ujvary Addition, Located at 2549 Paradise Drive, and Rezoning of Same from Natrona County zoning classification UMR (Urban Mixed Residential) to City Zoning Classification R-2 (One Unit Residential).	
Memorandum . . . . .	62
Map . . . . .	65
Ordinance No. 6-14 . . . . .	66
Authorizing a Contract with Zunesis, Inc., of Centennial, Colorado, in the Amount Not to Exceed \$5,500, to Provide Professional Services for the Setup and Configuration of a Citrix XenDesktop Virtual Environment	
Memorandum . . . . .	68
Contract . . . . .	69

Resolution No. 14-69 . . . . .	77
Authorizing a Contract with Information Systems Consulting (ISC), Inc., of Casper, Wyoming, in the Amount Not to Exceed \$143,435, to Provide Professional Services for the Purchase and Installation of two (2) EMC VNX 5200 Unified Storage Arrays.	
Memorandum . . . . .	78
Contract . . . . .	79
Resolution No. 14-70 . . . . .	93
Authorizing a Contract with Casper Tin Shop, of Casper, Wyoming, in the Amount Not to Exceed \$6,511, for the Purchase, Installation and Setup of a Wall Mounted Air Conditioning Unit.	
Memorandum . . . . .	94
Contract . . . . .	95
Resolution No. 14-71 . . . . .	103
Rescinding Resolution No. 12-72 and 12-73 and Establishing Fees for Use of the Casper Family Aquatic Center and the Outdoor Pools.	
Memorandum . . . . .	104
Resolution No. 14-72 . . . . .	105
Resolution No. 14-73 . . . . .	109
Rescinding Resolution No. 13-70, and Establishing Fees for Use of the Casper Recreation Center.	
Memorandum . . . . .	111
Resolution No. 14-74 . . . . .	112
Rescinding Resolution No. 13-169, and Establishing Fees for Use of the Casper Ice Arena.	
Memorandum . . . . .	117
Resolution No. 14-75 . . . . .	118
Authorizing Release of Local Assessment District Liens Filed Against Properties for which the Assessed Balance has been Paid in Full.	
Memorandum . . . . .	122
Resolution No. 14-76 . . . . .	124
Authorizing a Contract Amendment with Charter Communications, Inc., in an Amount Not to Exceed \$42,431, to Relocate the Leased Fiber Optic Cabling from the Current Fire Station #2 to the New Fire Station.	
Memorandum . . . . .	125
Amendment . . . . .	126
Resolution No. 14-77 . . . . .	129
Authorizing Agreement for Wholesale Sewer Service between the City of Casper and the Town of Mills.	
Memorandum . . . . .	130
Wholesale Sewer Agreement . . . . .	131
Wholesale Sewer Agreement - Exhibit A . . . . .	137
Wholesale Sewer Agreement - Exhibit B . . . . .	192
Wholesale Sewer Agreement - Exhibit C . . . . .	198

Resolution No. 14-78 . . . . .	206
Authorizing Access Permit Agreement with the Wyoming Department of Transportation (WYDOT) for the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project within WYDOT Right-of-Way.	
Memorandum . . . . .	207
Permit . . . . .	208
Drawings . . . . .	215
Resolution No. 14-79 . . . . .	217
Authorizing License Agreement with Rocky Mountain Power for Installation of Distribution Line for Street Lights on Jane Street Between East “E” Street and East “K” Street.	
Memorandum . . . . .	218
License . . . . .	219
Resolution No. 14-80 . . . . .	222
Authorizing a Utility Service Permit and a License Agreement with the Wyoming Department of Transportation (WYDOT) for an Existing Sewer Main and Installation of a Sewer Service with WYDOT Right-of-Way for the New Frito-Lay Facility Located at 648 North Beverly Street.	
Memorandum . . . . .	223
License Agreement . . . . .	224
License Drawing . . . . .	229
Repair Permit . . . . .	230
Permit Drawing . . . . .	232
Resolution No. 14-81 . . . . .	233
Authorizing a Professional Services Agreement with ECS Engineers, in the Amount of \$139,600.30, for Design and Construction Administration for the Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project.	
Memorandum . . . . .	234
Agreement . . . . .	235
Resolution No. 14-82 . . . . .	248
Authorizing Agreement with TES, Inc., in the Amount of \$292,025, for the 2014 Miscellaneous Sanitary Sewer Lining Project.	
Memorandum . . . . .	249
Agreement . . . . .	250
Resolution No. 14-83 . . . . .	260
Authorizing Outside-City Water Service Contract with Alan Coltan Fowles Located in Lot 1, Miller Simple Subdivision, Casper.	
Memorandum . . . . .	261
Agreement . . . . .	262
Commit to Annex . . . . .	269
Resolution No. 14-84 . . . . .	271
Authorizing Agreement with Installation and Service Company, Inc., in the Amount of \$341,500, for the 2014 Casper Public Utilities Asphalt Repair Project.	

Memorandum . . . . .	272
Agreement . . . . .	273
Resolution No. 14-85 . . . . .	286
Authorizing Agreement with Dana Kepner Company of Wyoming, in the Amount of \$38,817.24, and with Waterworks Industries, Inc., in the Amount of \$37,721.00, for a Total of \$76,538.24, for the 2014 Casper Public Utilities Materials Procurement Project.	
Memorandum . . . . .	287
Kepner Agreement . . . . .	288
Waterworks Agreement . . . . .	301
Resolution No. 14-86 . . . . .	314
Resolution No. 14-87 . . . . .	315
Authorizing the Adoption of the City of Casper 2014 Parks and Open Space Improvement Plan.	
Memorandum . . . . .	316
Parks & Open Space Improvement Plan . . . . .	318
Resolution No. 14-88 . . . . .	451
Authorizing the Purchase of a 2014 Ford Expedition by the State Bid Process from Greiner Motor Company-Casper to be used in the Casper Police Department, in the Amount of \$33,203, Before Trade-In.	
Memorandum . . . . .	452
Approving a Change in the Dispensing Room of the Old Chicago Microbrewery, Located at 3580 East 2nd Street to be a 27' x 59' Room on West Side of Building	
Memorandum . . . . .	453
Approving a Change in the Dispensing Room of the Casper Elks Lodge, Located at 108 East 7th Street to be 48' x 22' Room on Main Floor of Building.	
Memorandum . . . . .	454
Authorizing Purchase of 37 New Plug-N-Go Modular Cabinet Assemblies from Econolite Control Products, Inc., in the Amount of \$320,055, to be Used in the Streets Division of the Public Services Department.	
Memorandum . . . . .	455

REGULAR COUNCIL MEETING  
Tuesday, April 1, 2014  
6:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE MARCH 18, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 28, 2014

4. CONSIDERATION OF BILLS AND CLAIMS

5. YOUTH CRISIS CENTER PRESENTATION

6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish May 6, 2014 as the Public Hearing Date for Consideration of:

- a. Sale of City-owned Property Located at **319 W. Midwest Ave.**, Described as Lot 1, OYD No. 2 Subdivision, an Addition to the City of Casper, Wyoming being portion of the SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of Section 9, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming for **Economic Development Purposes** Pursuant to W.S. § 15-1-112(b)(i)(D).
- b. New **Retail Liquor License** No. 36 to **Urban Market Wines LLC**, d.b.a. Urban Market Wines, Located at **319 West Midwest Avenue**.
- c. New **Restaurant Liquor License** No. 11 to **Midwest Urban Development, LLC**, d.b.a. Midwest Market , Located at **319 West Midwest Avenue**.

7. PUBLIC HEARINGS

A. Minute Action

1. Consideration of the Issuance of a Restaurant Liquor License to III Botticelli Ristorante, Inc., d.b.a. **Botticelli's**, Located at **129 West 2<sup>nd</sup> Street**.
2. Consideration of the Issuance of a Resort Liquor License to Casper Hospitality, LLC, d.b.a. **Courtyard by Marriott**, Located at **4260 Hospitality Lane**.

B. Ordinance

1. Consideration of an Annexation, of a Portion of the SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> Section 13, T33N, R80W, 6<sup>th</sup> P.M., Natrona County Wyoming, to Create **Ujvary Addition**, Located at **2549 Paradise Drive**, and Rezoning of Same from Natrona County zoning classification UMR (Urban Mixed Residential) to City Zoning Classification R-2 (One Unit Residential).

8      RESOLUTIONS

A.      Consent

1.      Authorizing a Contract with **Zunesis, Inc.**, of Centennial, Colorado, in the Amount Not to Exceed \$5,500, to Provide Professional Services for the Setup and Configuration of a **Citrix XenDesktop Virtual Environment**.
2.      Authorizing a Contract with **Information Systems Consulting (ISC)**, Inc., of Casper, Wyoming, in the Amount Not to Exceed \$143,435, to Provide Professional Services for the **Purchase and Installation of two (2) EMC VNX 5200 Unified Storage Arrays**.
3.      Authorizing a Contract with **Casper Tin Shop**, of Casper, Wyoming, in the Amount Not to Exceed \$6,511, for the Purchase, Installation and Setup of a **Wall Mounted Air Conditioning Unit**.
4.      Rescinding Resolution No. 12-72 and 12-73 and **Establishing Fees** for Use of the **Casper Family Aquatic Center and the Outdoor Pools**.
5.      Rescinding Resolution No. 13-70, and **Establishing Fees** for Use of the **Casper Recreation Center**.
6.      Rescinding Resolution No. 13-169, and **Establishing Fees** for Use of the **Casper Ice Arena**.
7.      Authorizing **Release of Local Assessment District Liens** Filed Against Properties for which the Assessed Balance has been Paid in Full.
8.      Authorizing a Contract Amendment with **Charter Communications, Inc.**, in an Amount Not to Exceed \$42,431, to Relocate the Leased Fiber Optic Cabling from the Current **Fire Station #2 to the New Fire Station**.
9.      Authorizing Agreement for **Wholesale Sewer Service** between the **City of Casper and the Town of Mills**.
10.     Authorizing Access Permit Agreement with the **Wyoming Department of Transportation (WYDOT)** for the **Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project** within WYDOT Right-of-Way.
11.     Authorizing License Agreement with **Rocky Mountain Power** for Installation of Distribution Line for **Street Lights on Jane Street Between East “E” Street and East “K” Street**.

8. RESOLUTIONS (cont'd)

A. Consent

12. Authorizing a Utility Service Permit and a License Agreement with the **Wyoming Department of Transportation (WYDOT)** for an Existing Sewer Main and Installation of a Sewer Service with WYDOT Right-of-Way for the New **Frito-Lay Facility** Located at 648 North Beverly Street.
13. Authorizing a Professional Services Agreement with **ECS Engineers**, in the Amount of \$139,600.30, for Design and Construction Administration for the **Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project**.
14. Authorizing Agreement with **TES, Inc.**, in the Amount of \$292,025, for the **2014 Miscellaneous Sanitary Sewer Lining Project**.
15. Authorizing Outside-City Water Service Contract with **Alan Coltan Fowles** Located in Lot 1, **Miller Simple Subdivision**, Casper.
16. Authorizing Agreement with **Installation and Service Company, Inc.**, in the Amount of \$341,500, for the **2014 Casper Public Utilities Asphalt Repair Project**.
17. Authorizing Agreement with **Dana Kepner Company** of Wyoming, in the Amount of \$38,817.24, and with **Waterworks Industries, Inc.**, in the Amount of \$37,721.00, for a Total of \$76,538.24, for the **2014 Casper Public Utilities Materials Procurement Project**.
18. Authorizing the **Adoption of the City of Casper 2014 Parks and Open Space Improvement Plan**.

9. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of a **2014 Ford Expedition** by the State Bid Process from Greiner Motor Company-Casper to be used in the **Casper Police Department**, in the Amount of \$33,203, Before Trade-In.
2. Approving a **Change in the Dispensing Room** of the **Old Chicago Microbrewery**, Located at 3580 East 2<sup>nd</sup> Street to be a 27' x 59' Room on West Side of Building.

3. Approving a **Change in the Dispensing Room** of the **Casper Elks Lodge**, Located at 108 East 7<sup>th</sup> Street to be 48' x 22' Room on Main Floor of Building.
4. Authorizing Purchase of 37 New **Plug-N-Go Modular Cabinet Assemblies** from **Econolite Control Products, Inc.**, in the Amount of \$320,055, to be Used in the Streets Division of the Public Services Department.

10. COMMUNICATIONS

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

12. ADJOURN INTO EXECUTIVE SESSION TO DISCUSS CONTRACT

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ZONING CLASSIFICATIONS

<del>FC</del>	<del>Major Flood Channels &amp; Riverbanks</del>	<del>PUD</del>	<del>Planned Unit Development</del>
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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
March 18, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, March 18, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer.

Mayor Meyer, along with Boys Scouts from Troop 235, led the audience in the Pledge of Allegiance.

Moved by Councilman Schlager, seconded by Councilman Bertoglio, to, by minute action, approve the minutes of the March 4, 2014, regular Council meeting, as published in the Casper-Star Tribune on March 14, 2014. Passed.

Moved by Councilman Hopkins, seconded by Councilman Powell, to, by minute action, approve payment of the March 18, 2014, bills and claims, as audited by City Manager Patterson. Councilman Schlager abstained from voting on invoices pertaining to Wyoming Scenic Photography. Passed.

Bills & Claims

71 Construction	Goods	\$469.00
A Boyle	Reimb	\$1,224.00
A Elder	Refund	\$24.00
A Hubbard	Refund	\$44.74
A Sigmon	Refund	\$1,055.97
AceSandblasting	Services	\$550.00
Airgas	Goods	\$291.64
Alluretech	Services	\$126.00
AMBI	Services	\$644.84
AmericanEagleCleaning	Services	\$2,461.05
AmericanLinen	Services	\$355.41
Amerigas	Goods	\$2,795.51
AppaloosaBroadcasting	Services	\$92.00
ArtistsChoiceGallery	Funding	\$1,470.00
AT&T Media	Services	\$8.25
AT&TMobility	Services	\$26.59
AtlanticElec	Services	\$7,732.34
AutoClubIns	Refund	\$37.56
B Dybas	Refund	\$48.62
B Schroeder	Reimb	\$100.00
Balefill	Services	\$79,819.85
BankOfAmerica	Goods	\$209,924.48
BASF Corp	Goods	\$9,678.04
C Koskie	Refund	\$42.38

C Reed	Reimb	\$47.00
CarpetOne	Goods	\$20,066.20
Caselle	Services	\$125.00
CasperAmateurHockey	Funding	\$3,940.00
CasperEventsCenter	Services	\$2,700.00
CasperIceArena	Services	\$3,435.00
CasperPolice	Services	\$579.38
Centurylink	Services	\$32,558.70
CharterCommunications	Services	\$156.13
CityofCasper	Services	\$16,475.68
CityTowing	Services	\$75.00
ClinicalEvaluations	Services	\$1,747.50
CocaCola	Goods	\$15.00
CollectionCenter	Services	\$886.56
CommTech	Goods	\$833.00
ComputerPros	Goods	\$1,075.65
Comtronix	Services	\$159.00
Conoco	Goods	\$34.46
CrimeSceneInfo	Services	\$86.25
D Adams	Refund	\$49.65
D Morris	Refund	\$50.85
Dell	Goods	\$1,315.68
DeltaDental	Services	\$41,461.41
DeluxeBusinessChecks	Goods	\$66.64
DesertMtn	Goods	\$110,678.04
DowntownDevelopmentAuth	Funding	\$4,863.02
E Walters	Reimb	\$980.33
EmergencyMedPhysicians	Services	\$162.00
EnvironmentalCivilSolutions	Services	\$3,000.00
F Tremel	Reimb	\$29.10
FirstData	Services	\$2,955.52
FirstInterstateBank	Services	\$4,101.77
FirstInterstateCreditCard	Services	\$695.00
FirstInterstatePettyCash	Goods	\$98.15
FischerAutoBody	Services	\$751.10
FoxCustomHomes	Refund	\$73.60
GBS Benefits	Services	\$1,000.00
Greiner	Goods	\$39,670.00
GrizzlyExcavating	Projects	\$5,101.03
GSGArchitecture	Services	\$9,337.50
HDR Engineering	Projects	\$4,836.83
Hein-Bond	Services	\$16,625.00
HewlettPackard	Goods	\$2,230.58
Homax	Goods	\$33,710.16
HultConstruction	Refund	\$6.31
InKindSvc	Funding	\$2,309.50

ISC	Services	\$324.35
J Hatcher	Reimb	\$47.00
J Mengrum	Refund	\$54.28
J Pratt	Refund	\$47.93
J Pulsipher	Refund	\$5.40
J Wetzel	Reimb	\$47.00
J Whittler	Reimb	\$24.00
JMartinez	Reimb	\$36.15
K Suba	Reimb	\$75.00
KeepAmericaBeautiful	Funding	\$200.00
Kiwanis	Services	\$350.00
KTWO-TV	Services	\$400.00
L Banbrocklin	Refund	\$54.27
L Medoff, PH.D	Services	\$750.00
L Wollen	Reimb	\$150.00
LINA	Services	\$290.54
LiveWall	Services	\$141,675.00
M Ostendorf	Reimb	\$60.00
Mastercard	Services	\$1,634.51
MercerHouse	Refund	\$1,000.00
MortonPlumbing	Services	\$463.52
NatlDevelopmentCouncil	Services	\$833.33
NBS Benefits	Services	\$424.80
NC Clerk	Services	\$228.00
NC HealthDept	Funding	\$65,000.00
NC Library	Funding	\$149.70
NevesUniforms	Goods	\$719.20
OhlsonLavoie	Services	\$544.09
P Bertoglio	Reimb	\$693.07
ParkStreetLaw	Services	\$4,991.62
Pepsi	Goods	\$505.50
PhippsConst	Projects	\$10,100.00
PostalPros	Services	\$11,657.66
PowderRiverShredders	Services	\$180.00
QualityOffice	Goods	\$1,653.55
R Bender	Refund	\$56.98
R Christiansen	Refund	\$124.26
R Schwahn, DVM	Services	\$1,100.00
R Story	Refund	\$16.40
R Womack	Refund	\$73.29
RailroadManagement	Services	\$146.16
RealtyExec	Services	\$150.00
RegionalWater	Services	\$226,284.22
RockyMtnPower	Services	\$130,812.40
RoseLawFirm	Services	\$1,400.00
S Bizzell	Refund	\$11.33

S Daley	Reimb	\$78.72
S Jones	Reimb	\$27.49
S Nelson	Reimb	\$115.00
S Nunn	Reimb	\$413.39
StarTribune	Services	\$1,880.85
SuperSuds	Services	\$309.35
TetraTech	Services	\$675.00
TopOffice	Goods	\$166.76
TownSquareMedia	Services	\$2,004.02
US Welding	Goods	\$2,600.30
V Botkin	Refund	\$42.33
V Martinez	Reimb	\$75.00
VA Resources	Services	\$985,264.00
Verizon	Services	\$1,898.71
W Gudahl	Reimb	\$319.66
W Strand	Refund	\$10.00
WardwellWater	Services	\$14.25
WasteWaterTreatment	Funding	\$215,519.69
WERCS Communications	Services	\$1,040.53
WesternBusiness	Services	\$474.00
WesternMedical	Services	\$12,462.00
WesternWaterConsult	Services	\$19,241.74
WilliamsPorterDay	Services	\$1,967.20
WMC	Services	\$430.90
WolfGang	Services	\$3,833.33
WorthingtonLenhart&Carpenter	Services	\$4,110.00
WY ScenicPhotography	Services	\$150.00
WY Steel	Goods	\$5,744.82
WyattElec	Services	\$497.30
WyDeptRevenue	Taxes	\$7,040.31
WYDOT	Services	\$25.63
Z Winter	Reimb	\$366.00
	Total	\$2,564,519.34

Moved by Councilman Cathey, seconded by Councilman Hedquist, to, by minute action: establish April 1, 2014 as the Public Hearing Date for Consideration of new restaurant Liquor License No. 4 for Botticelli, located at 129 West 2<sup>nd</sup> Street, and the annexation of a portion of the SW1/4SW1/4 Section 13, T33N, R80W, 6<sup>th</sup> P.M., Natrona County Wyoming, to create Ujvary Addition, located at 2549 Paradise Drive, and rezoning of same from Natrona County zoning classification UMR (Urban Mixed Residential) to City zoning classification R-2 (One Unit Residential); and establish May 20, 2014 as the Public Hearing Date for Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the Ujvary Addition Complies with W.S. 15-1-402. Passed.

Mayor Meyer opened the public hearing for the consideration of the lease of City-owned property, with an option to buy, at 321 West Midwest Avenue, Casper, Wyoming. City Attorney

Luben entered two (2) exhibits. City Manager Patterson provided a brief report.

Speaking in favor of the sale were: Liz Becher, City of Casper Community Development Director; Josh Bake, City of Casper Urban Renewal Manager; Holly Turner, Executive Director Casper Artists' Guild, 1040 West 15<sup>th</sup> Street; and Guild Board Members, Dave Bryson and Carol Chapman.

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

Following resolution read:

RESOLUTION NO. 14 -52

A RESOLUTION AUTHORIZING A LEASE WITH AN OPTION TO BUY OF CITY -OWNED PROPERTY LOCATED AT LOT 2, OYD NO. 2 SUBDIVISION, AN ADDITION TO THE CITY OF CASPER, WYOMING BEING A PORTION OF THE SE1/4 NW1/4 OF SECTION 9, T33N, R79W, 6TH P.M., NATRONA COUNTY, WYOMING TO CASPER ARTIST'S GUILD, INC, FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO W.S. § 15- 1- 112(B)(i)(D).

Councilman Powell presented the foregoing resolution for adoption. Seconded by Councilman Hopkins. Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14 -53

A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF LOGOS DIGITAL IMAGING SYSTEM AND SOFTWARE.

RESOLUTION NO. 14 -54

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIEN.

RESOLUTION NO. 14 -55

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE STATE SMALL BUSINESS CREDIT INITIATIVE /LARAMIE CONSORTIUM OF PARTICIPATING MUNICIPALITIES CERTIFICATION OF PERFORMANCE AND REPRESENTATION AND WARRANTIES FOR THE SECOND FUNDING INSTALLMENT.

RESOLUTION NO. 14 -56

A RESOLUTION PRESENTING CERTAIN FINDINGS TO THE STATE LOAN AND INVESTMENT BOARD RELATING TO A MINERAL ROYALTY GRANT APPLICATION SUBMITTED BY THE WARDWELL WATER AND SEWER DISTRICT.

RESOLUTION NO. 14 -57

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES FOR THE CLOSED BALEFILL POST CLOSURE ENVIRONMENTAL MONITORING AND REPORTING.

RESOLUTION NO. 14 -58

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES FOR ENVIRONMENTAL MONITORING AND REPORTING, FOR THE CASPER REGIONAL LANDFILL.

RESOLUTION NO. 14 -59

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TERRACON, INC., FOR AIR EMISSIONS MONITORING AND REPORTING AND STORMWATER MANAGEMENT PROJECT.

RESOLUTION NO. 14 -60

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING, LLC, FOR THE LAKE MACKENSIE DOG PARK, PROJECT 12 -60.

RESOLUTION NO. 14 -61

A RESOLUTION AUTHORIZING AN AGREEMENT WITH POPE CONSTRUCTION, INC., FOR THE 2014 MISCELLANEOUS WINDOW REPLACEMENT.

RESOLUTION NO. 14 -62

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH CASPER ELECTRIC, INC., FOR A TIME EXTENSION ONLY FOR AN ALTERNATE GENERATOR ENCLOSURE FOR THE CASPER SERVICE CENTER GENERATOR INSTALLATION.

RESOLUTION NO. 14 -64

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR THE MIDWEST AVENUE RECONSTRUCTION PROJECT.

RESOLUTION NO. 14 -65

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH LILLARD & CLARK - WYOMING, INC., FOR THE SAM H. HOBBS WWTP HEADWORKS SCREEN REPLACEMENT PROJECT.

RESOLUTION NO. 14 -66  
A RESOLUTION APPROVING THE REPLAT CREATING THE  
CABIN CREEK ESTATES NO. 3 ADDITION.

RESOLUTION NO. 14 -67  
A RESOLUTION AUTHORIZING ACCEPTANCE OF TWO  
QUITCLAIM DEEDS FOR ALL OF LOT 22, BLOCK 2,  
BLACKMORE VISTA ADDITION NO. 4, BLOCK 2, LOTS 19,  
20,21 AND 22.

RESOLUTION NO. 14 -68  
A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
PLATTE RIVER CROSSING, LLC FOR LEASING SPACE IN  
THE NERD BUILDING FOR THE NEW DISPATCH AND  
EMERGENCY OPERATIONS CENTER.

Councilman Schlager presented the foregoing fifteen resolutions for adoption. Seconded by Councilman Powell. Councilman Hedquist abstained from voting on Resolution No. 14-64. All voted aye, except Councilman Goodenough voted nay on Resolution No. 14-68, and Councilmen Bertoglio, Cathey, and Sandoval voted nay on Resolution No. 14-60. Passed.

The following resolution was not read. Instead, this item was removed from the agenda and was not acted upon during this meeting.

RESOLUTION NO. 14 -63  
A RESOLUTION AUTHORIZING A CONTRACT FOR  
PROFESSIONAL SERVICES WITH MOA ARCHITECTURE,  
FOR DESIGN SERVICES FOR THE CASPER HOGADON SKI  
PATROL AND MAINTENANCE FACILITY PROJECT.

Moved by Councilman Bertoglio, seconded by Councilman Hopkins, to, by minute action, approve a one year extension for Forward Development, LLC holding Retail Liquor License #7, 441 Landmark Drive. City Manager Patterson provided a brief report. All voted aye except Councilmen Cathey and Goodenough. Passed.

Moved by Councilman Schlager, seconded by Councilman Bertoglio, to, by consent minute action, authorize the Discharge of \$12,431.34 of Uncollectable Accounts Receivables Balances; authorize the purchase of one new Ford Explorer Interceptor, from Fremont Motor Company, Lander, Wyoming, to be used in the K9 Division of the Casper Police Department, in the Amount of \$28,703.81, before trade-in; authorize the issuance of a Taxicab Company License to Adesta Spier, d.b.a. Turbo Taxi, Located at 3524 Gila Bend Road; authorize the Issuance of a Taxicab Company License to Thomas Elliott, d.b.a. Casper Cabs, 1147 East 'C' Street; approve a Change in the Dispensing Room of the Liquor Shed, located at 240 South Wyoming Boulevard. Passed.

Individuals addressing the Council were: Woody Giles, 290 East Magnolia; Holly Turner, 1040 West 15<sup>th</sup> Street; Ken Ball, 4521 East 21<sup>st</sup> Street; Bob Moberly; and Pat Sweeney, 123 West “E” Street. City Attorney Luben recused himself, and left the room. Councilman Hedquist recused himself and left the room.

Mayor Meyer called for a brief recess at 6:57 p.m., and reconvened the meeting at 7:09.

Judy Studer, Attorney at Law, and Tom Brauer of Civil Engineering Professionals, Inc., presented information and answered questions regarding the construction contract status of projects in progress by Hedquist Construction, Inc.

Wes Reeves, Attorney at Law, spoke to Council regarding the recommendations made by hearing officer Sharon Rose, and the options available to Council for the contested case against Craig Hedquist. Mr. Reeves addressed questions presented by Council.

Tom Valdez, Attorney at Law, spoke regarding the municipal code and how it pertains to his client, Craig Hedquist. Mr. Valdez answered questions presented by Council.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, March 25, 2014, and at 7:00 a.m., Friday, March 28, 2014, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, April 1, 2014, in the Council Chambers.

At 9:05 p.m., it was moved Councilman Hopkins, seconded by Councilman Schlager, to adjourn into executive session to ongoing litigation. All voted aye, with the exception of Councilman Hedquist, who had recused himself before the break.

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

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

14-02-421 POSTAGE

\$69.47

**\$69.47** Subtotal for Dept. Casper Events Center

14-03-218 POSTAGE

\$16.83

**\$16.83** Subtotal for Dept. City Attorney

14-03-219 POSTAGE

\$2.39

**\$2.39** Subtotal for Dept. City Manager

14-03-222 POSTAGE

\$419.83

**\$419.83** Subtotal for Dept. Finance

14-03-223 POSTAGE

\$35.46

**\$35.46** Subtotal for Dept. Fire

14-03-225 POSTAGE

\$166.32

**\$166.32** Subtotal for Dept. Metro Animal

14-02-427 POSTAGE

\$89.63

**\$89.63** Subtotal for Dept. Municipal Court

14-03-233 POSTAGE

\$125.24

**\$125.24** Subtotal for Dept. Police

14-03-229 POSTAGE

\$0.57

**\$0.57** Subtotal for Dept. Property & Liability Insurance

14-02-431 POSTAGE

\$6.91

**\$6.91** Subtotal for Dept. Recreation

14-03-230 POSTAGE

\$5.31

**\$5.31** Subtotal for Dept. Refuse Collection

**\$937.96** Subtotal for Vendor

## ACE GOLF NETTING

RIN0023489 RETAIN REL LFILL LITTER FENCE

\$7,084.00

**\$7,084.00** Subtotal for Dept. Balefill

**\$7,084.00** Subtotal for Vendor

## ADAMSON POLICE PRODUCTS

132258 LWRC 20" BARREL S.O. SHARE GRA

\$3,325.00

**\$3,325.00** Subtotal for Dept. Police Grants

**\$3,325.00** Subtotal for Vendor

## ADBAY.COM

6225 ADS

\$1,551.25

**\$1,551.25** Subtotal for Dept. Casper Events Center

6248 ADS

\$127.50

**\$127.50** Subtotal for Dept. Council

**\$1,678.75** Subtotal for Vendor

## AMERICAN EAGLE CLEANING, LLC

3811 BALER BLDG. PRESSURE WASH SVC.

3789 JANITORIAL SERVICES

\$3,850.00

\$2,150.00

**\$6,000.00** Subtotal for Dept. Balefill

**\$6,000.00** Subtotal for Vendor

## AMERICAN LINEN, INC.

LCAS845958 LAUNDRY

\$1.90

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

LCAS845958 LAUNDRY	\$59.71		
	<b>\$61.61</b>	Subtotal for Dept.	Balefill
LCAS845958 MATS	\$44.96		
	<b>\$44.96</b>	Subtotal for Dept.	Buildings And Grounds
LCAS844404 LAUNDRY	\$276.00		
LCAS844596 LAUNDRY	\$28.30		
LCAS847191 LAUNDRY	\$138.00		
LCAS842880 LAUNDRY	\$74.55		
LCAS846354 LAUNDRY	\$51.55		
	<b>\$568.40</b>	Subtotal for Dept.	Casper Events Center
LCAS845958 LAUNDRY	\$11.90		
	<b>\$11.90</b>	Subtotal for Dept.	Refuse Collection
	<b>\$686.87</b>	Subtotal for Vendor	
<b>AMERICAN POLYGRAPH ASSOC.</b>			
RIN0023507 DUES	\$170.00		
	<b>\$170.00</b>	Subtotal for Dept.	Police
	<b>\$170.00</b>	Subtotal for Vendor	
<b>AMERIGAS - CASPER</b>			
3026858478 PROPANE	\$1,443.24		
	<b>\$1,443.24</b>	Subtotal for Dept.	Balefill
51544472 PROPANE	\$27.81		
	<b>\$27.81</b>	Subtotal for Dept.	Casper Events Center
	<b>\$1,471.05</b>	Subtotal for Vendor	
<b>AMERI-TECH EQUIPMENT CO.</b>			
12616 RADIO	\$286.54		
	<b>\$286.54</b>	Subtotal for Dept.	Police
	<b>\$286.54</b>	Subtotal for Vendor	
<b>ARCADIS U.S., INC.</b>			
0577956 ENGINEERING SERVICES CASPER	\$4,883.33		
	<b>\$4,883.33</b>	Subtotal for Dept.	Garage
0577943 WWTP HEADWORKS BUILDING SCREEN	\$7,383.38		
	<b>\$7,383.38</b>	Subtotal for Dept.	Waste Water
	<b>\$12,266.71</b>	Subtotal for Vendor	
<b>ARROWHEAD, INC.</b>			
3158 HVAC MAINTENANCE	\$180.00		
	<b>\$180.00</b>	Subtotal for Dept.	Balefill
	<b>\$180.00</b>	Subtotal for Vendor	
<b>BALEFILL</b>			
1339/110870 SANITATION	\$15.00		
1339/111108 SANITATION	\$351.80		
	<b>\$366.80</b>	Subtotal for Dept.	Casper Events Center
2088/110868 SANITATION	\$17.10		
2088/110987 SANITATION	\$15.75		
	<b>\$32.85</b>	Subtotal for Dept.	Garage
247/111131 SANITATION	\$186.20		

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

247/111053 SANITATION \$15.00  
247/110915 SANITATION \$15.00  
247/111023 SANITATION \$15.00

**\$231.20 Subtotal for Dept. Parks**

2772/111117 SANITATION \$5,303.25  
2772/110934 SANITATION \$5,070.15  
2772/111043 SANITATION \$5,520.75  
2772/111099 SANITATION \$5,137.80  
2772/110905 SANITATION \$5,168.70  
2772/111004 SANITATION \$4,728.75  
2772/111065 SANITATION \$6,055.65  
2772/110879 SANITATION \$5,552.55

**\$42,537.60 Subtotal for Dept. Refuse Collection**

1666/110993 SANITATION \$63.00

**\$63.00 Subtotal for Dept. Streets**

1276/110935 SANITATION \$129.60

1276/111118 SANITATION \$165.15

**\$294.75 Subtotal for Dept. Waste Water**

**\$43,526.20 Subtotal for Vendor**

## BAR-D SIGNS, INC.

25586 VEHICLE STRIPING UNIT 264

\$725.00

**\$725.00 Subtotal for Dept. Police Dept**

**\$725.00 Subtotal for Vendor**

## BEST WESTERN RAMKOTA HOTEL

217017 FIRE OFFICER SYMPOSIUM

\$1,194.46

**\$1,194.46 Subtotal for Dept. Fire**

**\$1,194.46 Subtotal for Vendor**

## BIG HORN ROOFING, INC.

14244 MISC PROJECT RE-SEAL

\$87.77

**\$87.77 Subtotal for Dept. Buildings And Grounds**

**\$87.77 Subtotal for Vendor**

## BOYER & SEELEY, INC.

P14-032 RAS PUMP 1 LANTERN RING

\$105.41

**\$105.41 Subtotal for Dept. Waste Water**

**\$105.41 Subtotal for Vendor**

## BRANT MARSHALL

RIN0023471 EXAM REIMBURSEMENT

\$93.00

**\$93.00 Subtotal for Dept. Water**

**\$93.00 Subtotal for Vendor**

## BRECHTEL SORELICH, GENECA

0021795690 DEPOSIT/CREDIT REFUND

\$40.80

**\$40.80 Subtotal for Dept. Water**

**\$40.80 Subtotal for Vendor**

## BRIAN LOCKWOOD

1280204 LEADERSHIP BOOK

\$17.81

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

**\$17.81** Subtotal for Dept. Water  
**\$17.81** Subtotal for Vendor

## BROWN, KAITLIN

0021757058 DEPOSIT/CREDIT REFUND

\$61.11  
**\$61.11** Subtotal for Dept. Water  
**\$61.11** Subtotal for Vendor

## C&L SERVICE AND REPAIRS

2089 LOCATE GAS LEAK

\$100.00  
**\$100.00** Subtotal for Dept. Garage  
**\$100.00** Subtotal for Vendor

## CASE, PETER

0021795694 DEPOSIT/CREDIT REFUND

\$7.92  
**\$7.92** Subtotal for Dept. Water  
**\$7.92** Subtotal for Vendor

## CASPER AREA TRANSPORTATION COALITION

RIN0023511 FEB 14 FTA BUS EXPENSES

\$28,054.00

RIN0023517 CATC LIGHTING FIXTURES

\$2,406.00

RIN0023515 FEB 14 THE BUS SAT EXPENSES

\$7,955.00

RIN0023517 CATC LIGHTING FIXTURES

\$602.00

RIN0023514 FEB 14 CATC SATURDAY EXPENSES

\$2,830.00

RIN0023513 FEB 14 CITY CATC OPERATING EXP

\$33,260.00

RIN0023512 FEB 14 FTA CATC EXPENSES

\$39,620.00

**\$114,727.00** Subtotal for Dept. C.A.T.C.

RIN0023487 GEN PUB & ADULT TRIP TOKENS

\$6,550.00

RIN0023488 ADULT ELD/DISAB TRIP TICKETS

\$1,580.00

**\$8,130.00** Subtotal for Dept. Owner Occupied Gen Rehab  
**\$122,857.00** Subtotal for Vendor

## CASPER ELECTRIC, INC.

RIN0023502 RETAINAGE

(\$5,354.20)

**(\$5,354.20)** Subtotal for Dept. Capital Projects

RIN0023502 CASPER SERVICE CENTER GENERATO

\$176,500.00

**\$176,500.00** Subtotal for Dept. Garage

**\$171,145.80** Subtotal for Vendor

## CASPER EVENTS CENTER

LOSS021914 LOSS ON HELLO DOLLY

\$5,241.71

**\$5,241.71** Subtotal for Dept. Casper Events Center

110628/2463 SPONSORHIP 2014 WAM

\$10,000.00

**\$10,000.00** Subtotal for Dept. Council

**\$15,241.71** Subtotal for Vendor

## CASPER PUBLIC UTILITIES

RIN0023452 SEWER

\$17.26

RIN0023452 SANITATION

\$96.50

**\$113.76** Subtotal for Dept. Water Treatment Plant

**\$113.76** Subtotal for Vendor

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

## CASPER RECREATION CENTER

2155/111031 CRC OVERNIGHT FOR CLGE STUDNT

\$150.00  
**\$150.00** Subtotal for Dept. Refuse Collection  
**\$150.00** Subtotal for Vendor

## CASPER STAR TRIBUNE - LEGAL ADS ONLY

977254 ADS

\$328.24  
**\$328.24** Subtotal for Dept. Casper Events Center

977675 ADS

\$282.36  
**\$282.36** Subtotal for Dept. Code Enforcement

977950 ADS

\$170.95  
\$61.95

978240 ADS

**\$232.90** Subtotal for Dept. Planning  
**\$843.50** Subtotal for Vendor

## CBT NUGGETS LLC.

1055063 TRAINING LICENSE

\$2,098.00  
**\$2,098.00** Subtotal for Dept. Information Services  
**\$2,098.00** Subtotal for Vendor

## CENTURYLINK

RIN0023485 PHONE USE

\$42.73

RIN0023485 PHONE USE

\$73.22

**\$115.95** Subtotal for Dept. Casper Events Center

RIN0023481 PHONE USE

\$63.13

**\$63.13** Subtotal for Dept. City Hall

RIN0023481 PHONE USE

\$64.82

RIN0023485 PHONE USE

\$82.16

**\$146.98** Subtotal for Dept. Communications Center

RIN0023485 PHONE USE

\$36.99

**\$36.99** Subtotal for Dept. Engineering

RIN0023481 PHONE USE

\$475.29

**\$475.29** Subtotal for Dept. Fire

RIN0023481 PHONE USE

\$154.77

**\$154.77** Subtotal for Dept. Metro Animal

RIN0023485 PHONE USE

\$42.43

**\$42.43** Subtotal for Dept. Municipal Court

RIN0023481 PHONE USE

\$61.08

**\$61.08** Subtotal for Dept. Parking

RIN0023485 PHONE USE

\$36.99

**\$36.99** Subtotal for Dept. Police

RIN0023485 PHONE USE

\$35.44

**\$35.44** Subtotal for Dept. Sewer

RIN0023485 PHONE USE

\$46.25

**\$46.25** Subtotal for Dept. Traffic

RIN0023451 PHONE USE

\$41.73

**\$41.73** Subtotal for Dept. Water Treatment Plant

**\$1,257.03** Subtotal for Vendor

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

## CHARTER

RIN0023495 INTERNET SERVICE MAR 2014	\$11.20		
	<b>\$11.20</b>	Subtotal for Dept.	Balefill
RIN0023495 INTERNET SERVICE MAR 2014	\$29.88		
	<b>\$29.88</b>	Subtotal for Dept.	Casper Events Center
RIN0023495 INTERNET SERVICE MAR 2014	\$9.34		
	<b>\$9.34</b>	Subtotal for Dept.	City Attorney
RIN0023495 INTERNET SERVICE MAR 2014	\$9.36		
	<b>\$9.36</b>	Subtotal for Dept.	City Manager
RIN0023495 INTERNET SERVICE MAR 2014	\$14.94		
	<b>\$14.94</b>	Subtotal for Dept.	Code Enforcement
RIN0023495 INTERNET SERVICE MAR 2014	\$16.80		
	<b>\$16.80</b>	Subtotal for Dept.	Council
RIN0023495 INTERNET SERVICE MAR 2014	\$24.27		
	<b>\$24.27</b>	Subtotal for Dept.	Engineering
RIN0023495 INTERNET SERVICE MAR 2014	\$37.34		
	<b>\$37.34</b>	Subtotal for Dept.	Finance
RIN0023495 INTERNET SERVICE MAR 2014	\$37.34		
	<b>\$37.34</b>	Subtotal for Dept.	Fire
RIN0023495 INTERNET SERVICE MAR 2014	\$1.87		
	<b>\$1.87</b>	Subtotal for Dept.	Fort Caspar
RIN0023495 INTERNET SERVICE MAR 2014	\$11.20		
	<b>\$11.20</b>	Subtotal for Dept.	Garage
RIN0023495 INTERNET SERVICE MAR 2014	\$1.87		
	<b>\$1.87</b>	Subtotal for Dept.	Golf Course
RIN0023495 INTERNET SERVICE MAR 2014	\$5.60		
	<b>\$5.60</b>	Subtotal for Dept.	Hogadon
RIN0023495 INTERNET SERVICE MAR 2014	\$14.94		
	<b>\$14.94</b>	Subtotal for Dept.	Human Resources
RIN0023495 INTERNET SERVICE MAR 2014	\$5.60		
	<b>\$5.60</b>	Subtotal for Dept.	Ice Arena
RIN0023495 INTERNET SERVICE MAR 2014	\$22.41		
	<b>\$22.41</b>	Subtotal for Dept.	Information Services
RIN0023495 INTERNET SERVICE MAR 2014	\$18.67		
	<b>\$18.67</b>	Subtotal for Dept.	Metro Animal
RIN0023495 INTERNET SERVICE MAR 2014	\$0.36		
RIN0023495 INTERNET SERVICE MAR 2014	\$3.38		
	<b>\$3.74</b>	Subtotal for Dept.	Metropolitan Planning
RIN0023495 INTERNET SERVICE MAR 2014	\$11.20		
	<b>\$11.20</b>	Subtotal for Dept.	Municipal Court
RIN0023495 INTERNET SERVICE MAR 2014	\$16.80		
	<b>\$16.80</b>	Subtotal for Dept.	Parks
RIN0023495 INTERNET SERVICE MAR 2014	\$5.60		
	<b>\$5.60</b>	Subtotal for Dept.	Planning
RIN0023495 INTERNET SERVICE MAR 2014	\$82.16		
	<b>\$82.16</b>	Subtotal for Dept.	Police

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

RIN0023495 INTERNET SERVICE MAR 2014

\$18.67

**\$18.67 Subtotal for Dept.** Recreation

RIN0023495 INTERNET SERVICE MAR 2014

\$3.73

**\$3.73 Subtotal for Dept.** Streets

RIN0023495 INTERNET SERVICE MAR 2014

\$3.73

**\$3.73 Subtotal for Dept.** Traffic

RIN0023495 INTERNET SERVICE MAR 2014

\$13.07

**\$13.07 Subtotal for Dept.** Waste Water

RIN0023495 INTERNET SERVICE MAR 2014

\$18.67

**\$18.67 Subtotal for Dept.** Water

**\$450.00 Subtotal for Vendor**

## CHRIS BEEKMAN

023884 UNIFORMS

\$52.49

**\$52.49 Subtotal for Dept.** Police

**\$52.49 Subtotal for Vendor**

## CITY TOWING

14-079 TOWING

\$85.00

14-084 TOWING

\$75.00

**\$160.00 Subtotal for Dept.** Police

**\$160.00 Subtotal for Vendor**

## CIVIL ENGINEERING PROFESSIONALS, INC.

12-52-08 ENGINEERING SERVICES FOR THE A

\$1,267.50

**\$1,267.50 Subtotal for Dept.** City Council

13-46-07 SALT CREEK HWY/20/26 BYPASS AN

\$1,790.83

**\$1,790.83 Subtotal for Dept.** Waste Water

12-68-15 ZONE II/III POPLAR 39TH WATER

\$606.21

13-12-09 PRATT II NORTH WATER STORAGE T

\$525.00

12-68-15 ZONE II/III POPLAR 39TH WATER

\$603.79

**\$1,735.00 Subtotal for Dept.** Water

**\$4,793.33 Subtotal for Vendor**

## CLERK OF DISTRICT COURT

96008 REIMB OVERPAYMT FOR CR-018624

\$392.00

**\$392.00 Subtotal for Dept.** Property & Liability Insurance

**\$392.00 Subtotal for Vendor**

## CNIC HEALTH SOLUTIONS, INC.

RIN0023508 ADMIN FEES

\$19,599.72

RIN0023508 STOP LOSS

\$52,293.72

**\$71,893.44 Subtotal for Dept.** Health Insurance

**\$71,893.44 Subtotal for Vendor**

## COCA COLA BOTTLING CO. HIGH COUNTRY

1212495 CREDIT MEMO

(\$40.50)

**(\$40.50) Subtotal for Dept.** Balefill

1219057 WATER

\$45.50

**\$45.50 Subtotal for Dept.** Metro Animal

**\$5.00 Subtotal for Vendor**

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

## COMMUNICATION TECHNOLOGIES, INC.

68566 RADIO REPAIR	\$49.00	
68563 RADIO REPAIR	\$49.00	
68572 RADIO REPAIR	\$49.00	
68575 RADIO MAIN	\$196.00	
68573 RADIO REPAIR	\$49.00	
	<b>\$392.00</b>	<b>Subtotal for Dept. Police</b>
68555 INSTALL	\$2,165.30	
68557 STRIP UNIT	\$294.00	
68567 REMOVE FLEET EQUIP	\$294.00	
68552 INSTALL	\$623.00	
	<b>\$3,376.30</b>	<b>Subtotal for Dept. Police Dept</b>
68305 RADIO BATTERIES	\$4,435.00	
	<b>\$4,435.00</b>	<b>Subtotal for Dept. Police Grants</b>
	<b>\$8,203.30</b>	<b>Subtotal for Vendor</b>

## COMPUTER PROS. UNLIMITED

INV099047 BACK UP UPS	\$119.00	
	<b>\$119.00</b>	<b>Subtotal for Dept. Balefill</b>
INVO990489 CYBERPOWER 750VA	\$89.80	
	<b>\$89.80</b>	<b>Subtotal for Dept. Planning</b>
	<b>\$208.80</b>	<b>Subtotal for Vendor</b>

## COMTRONIX, INC.

AP00004903211410 ALARM MONITORING	\$55.00	
	<b>\$55.00</b>	<b>Subtotal for Dept. Aquatics</b>
AP00004903211410 ALARM MONITORING	\$40.95	
42022 ALARM MONITORING	\$61.00	
AP00004903211410 ALARM MONITORING	\$52.00	
AP00004903211410 ALARM MONITORING	\$26.00	
AP00004903211410 ALARM MONITORING	\$26.00	
	<b>\$205.95</b>	<b>Subtotal for Dept. Balefill</b>
AP00004903211410 ALARM MONITORING	\$26.00	
AP00004903211410 ALARM MONITORING	\$26.00	
	<b>\$52.00</b>	<b>Subtotal for Dept. Casper Events Center</b>
AP00004903211410 ALARM MONITORING	\$26.00	
AP00004903211410 ALARM MONITORING	\$26.00	
AP00004903211410 ALARM MONITORING	\$26.00	
	<b>\$78.00</b>	<b>Subtotal for Dept. City Hall</b>
AP00004903211410 ALARM MONITORING	\$26.00	
	<b>\$26.00</b>	<b>Subtotal for Dept. City Manager</b>
AP00004903211410 ALARM MONITORING	\$26.00	
	<b>\$26.00</b>	<b>Subtotal for Dept. Finance</b>
AP00004903211410 ALARM MONITORING	\$91.95	
	<b>\$91.95</b>	<b>Subtotal for Dept. Fort Caspar</b>
AP00004903211410 ALARM MONITORING	\$26.00	
	<b>\$26.00</b>	<b>Subtotal for Dept. Garage</b>
AP00004903211410 ALARM MONITORING	\$36.00	
	<b>\$36.00</b>	<b>Subtotal for Dept. Ice Arena</b>

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

AP00004903211410 ALARM MONITORING

\$36.00

**\$36.00** Subtotal for Dept. Metro Animal

AP00004903211410 ALARM MONITORING

\$39.95

**\$39.95** Subtotal for Dept. Police

AP00004903211410 ALARM MONITORING

\$36.00

**\$36.00** Subtotal for Dept. Recreation

**\$708.85** Subtotal for Vendor

## CRAWFORD LAW OFFICE, PC

201 COURT APPOINTED ATTY

\$262.50

**\$262.50** Subtotal for Dept. Municipal Court

**\$262.50** Subtotal for Vendor

## DALE BUCKINGHAM ARCHITECTS

1903 ARCH/ENGINEERING AND CA FOR MU

\$522.50

**\$522.50** Subtotal for Dept. Golf Course

**\$522.50** Subtotal for Vendor

## DAVIDSON FIXED INCOME MGMT.

RIN0023480 FIXED INCOME MGT FEES

\$6,731.03

**\$6,731.03** Subtotal for Dept. Finance

**\$6,731.03** Subtotal for Vendor

## DELTA DENTAL PLAN OF WY,

RIN0023509 DENTAL INSURANCE

\$1,449.60

**\$1,449.60** Subtotal for Dept. Health Insurance

**\$1,449.60** Subtotal for Vendor

## DELUXE BUSINESS CHECKS AND SOLUTIONS

69083549 DEPOSIT TICKETS

\$66.64

**\$66.64** Subtotal for Dept. Municipal Court

**\$66.64** Subtotal for Vendor

## DERFLER, DEAN/ROBIN

0021795693 DEPOSIT/CREDIT REFUND

\$9.39

**\$9.39** Subtotal for Dept. Water

**\$9.39** Subtotal for Vendor

## DIANA RUIZ

RIN0023456 INTERPRETER

\$25.00

RIN0023455 INTERPRETER

\$25.00

**\$50.00** Subtotal for Dept. Municipal Court

**\$50.00** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

2709 RELINE/REPL FLOOR, BLADE, CRAC

\$3,100.00

2654 REPLACE DAMAGED STUD ON STINGE

\$225.00

2708 CUT DIAMOND PLATE

\$785.00

**\$4,110.00** Subtotal for Dept. Garage

2584 GRINDER REPAIRS

\$695.00

**\$695.00** Subtotal for Dept. Property & Liability Insurance

**\$4,805.00** Subtotal for Vendor

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

**DOUGLAS DEAN KLINK/KVR**  
158 OLD FIRETRUCK

\$6,175.70  
**\$6,175.70** Subtotal for Dept. Fire  
**\$6,175.70** Subtotal for Vendor

**DPC INDUSTRIES, INC.**  
727000078-14 SODIUM HYPO

\$5,473.29  
**\$5,473.29** Subtotal for Dept. Water Treatment Plant  
**\$5,473.29** Subtotal for Vendor

**ELERT & ASSOCIATES, INC.**  
3379 CITY FACILITIES SECURITY UPGRA

\$1,853.33  
**\$1,853.33** Subtotal for Dept. Water Treatment Plant  
**\$1,853.33** Subtotal for Vendor

**ENVIRONMENTAL & CIVIL SOLUTIONS**  
2192 2013 MISC WATER PH I

\$360.00  
**\$360.00** Subtotal for Dept. Water  
**\$360.00** Subtotal for Vendor

## FEHR & PEERS

92172 LONG RANGE TRANSPORTATION PLAN  
91723 LONG RANGE TRANSPORTATION PLAN  
91723 LONG RANGE TRANSPORTATION PLAN  
92172 LONG RANGE TRANSPORTATION PLAN

\$2,566.09  
\$3,625.39  
\$381.01  
\$24,417.02  
**\$30,989.51** Subtotal for Dept. Metropolitan Planning  
**\$30,989.51** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI940124 MERCHANT SERVICES

\$2,599.87  
**\$2,599.87** Subtotal for Dept. Balefill

REMI932217 MERCHANT SERVICES  
REMI932211 MERCHANT SERVICES  
REMI932218 MERCHANT SERVICES  
REMI940125 MERCHANT SERVICES

\$2.95  
\$914.00  
\$1,648.92  
\$17.91  
**\$2,583.78** Subtotal for Dept. Casper Events Center

REMI932214 MERCHANT SERVICES  
REMI940122 MERCHANT SERVICES

\$54.38  
\$34.13  
**\$88.51** Subtotal for Dept. Metro Animal

REMI932215 MERCHANT SERVICES

\$373.17  
**\$373.17** Subtotal for Dept. Municipal Court

REMI940127 MERCHANT SERVICES

\$33.62  
**\$33.62** Subtotal for Dept. Police Grants

REMI940118 MERCHANT SERVICES

\$1,255.19  
**\$1,255.19** Subtotal for Dept. Water  
**\$6,934.14** Subtotal for Vendor

## FIRST INTERSTATE BANK - PETTY CASH

RIN0023486 PETTY CASH

\$30.00  
**\$30.00** Subtotal for Dept. Recreation

RIN0023491 PETTY CASH

\$90.00

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

RIN0023491	PETTY CASH	\$6.98		
		<b>\$96.98</b>	Subtotal for Dept.	City Attorney
RIN0023491	PETTY CASH	\$50.00		
		<b>\$50.00</b>	Subtotal for Dept.	City Manager
RIN0023491	PETTY CASH	\$88.89		
		<b>\$88.89</b>	Subtotal for Dept.	Code Enforcement
RIN0023491	PETTY CASH	\$36.00		
RIN0023491	PETTY CASH	\$120.87		
		<b>\$156.87</b>	Subtotal for Dept.	Planning
RIN0023529	PETTY CASH	\$28.60		
RIN0023529	PETTY CASH	\$24.65		
RIN0023529	PETTY CASH	\$10.10		
		<b>\$63.35</b>	Subtotal for Dept.	Parks
		<b>\$486.09</b>	Subtotal for Vendor	
<b>FOOD SVCS OF AMERICA</b>				
4628843	CONCESSION SUPPLIES	\$108.56		
4627907	CONCESSION SUPPLIES	\$1,577.98		
4630628	CONCESSIONS SUPPLIES	\$1,059.40		
4620480	CONCESSION SUPPLIES	\$807.12		
		<b>\$3,553.06</b>	Subtotal for Dept.	Casper Events Center
		<b>\$3,553.06</b>	Subtotal for Vendor	
<b>GAMROTH, KENNEDY</b>				
0021795691	DEPOSIT/CREDIT REFUND	\$51.12		
		<b>\$51.12</b>	Subtotal for Dept.	Water
		<b>\$51.12</b>	Subtotal for Vendor	
<b>GLACKEN AND ASSOCIATES</b>				
	3A REGISTRATION	\$235.00		
		<b>\$235.00</b>	Subtotal for Dept.	Police
		<b>\$235.00</b>	Subtotal for Vendor	
<b>GOLDER ASSOCIATES</b>				
377742	ASSESSMENT OF CORRECTIVE MEASU	\$894.03		
377742	ASSESSMENT OF CORRECTIVE MEASU	\$369.97		
375908	ASSESSMENT OF CORRECTIVE MEASU	\$895.13		
		<b>\$2,159.13</b>	Subtotal for Dept.	Balefill
		<b>\$2,159.13</b>	Subtotal for Vendor	
<b>GORDON, CHERITH</b>				
0021757057	DEPOSIT/CREDIT REFUND	\$55.74		
		<b>\$55.74</b>	Subtotal for Dept.	Water
		<b>\$55.74</b>	Subtotal for Vendor	
<b>GRANICUS, INC.</b>				
	52974 MAINTENANCE	\$725.00		
		<b>\$725.00</b>	Subtotal for Dept.	Information Services
		<b>\$725.00</b>	Subtotal for Vendor	
<b>GREINER MOTOR CO - CASPER</b>				
F0CB402104	'11 Dodge #2B3CL1CT8BH599861	\$4,201.01		

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

**\$4,201.01** Subtotal for Dept. Property & Liability Insurance  
**\$4,201.01** Subtotal for Vendor

## GSG ARCHITECTURE

030614 FIRE STATION 2 REPLACEMENT DES

\$4,991.84  
**\$4,991.84** Subtotal for Dept. Fire  
**\$4,991.84** Subtotal for Vendor

## GUTHMILLER, CHRIS

0021795695 DEPOSIT/CREDIT REFUND

\$17.70  
**\$17.70** Subtotal for Dept. Water  
**\$17.70** Subtotal for Vendor

## HEWLETT PACKARD

53990373 7 NEW MONITORS

\$1,190.00  
**\$1,190.00** Subtotal for Dept. Communications Center

54005776 HP SCANNER TOWER

\$850.08  
**\$850.08** Subtotal for Dept. Planning

54044340 COMPUTER

\$913.93

54029516 DOCKING STATION

\$149.00

**\$1,062.93** Subtotal for Dept. Police  
**\$3,103.01** Subtotal for Vendor

## HEWLETT PACKARD COMPANY

54029514 DOCKING STATION

\$149.00  
**\$149.00** Subtotal for Dept. Police  
**\$149.00** Subtotal for Vendor

## HITEK COMMUNICATIONS

640 WIRING FOR LOCATOR COMPUTER

\$228.65  
**\$228.65** Subtotal for Dept. Water  
**\$228.65** Subtotal for Vendor

## HOMAX OIL SALES, INC.

0231345-IN FUEL

\$1,893.40

0231343-IN GREASE, EP2

\$189.84

0231696-IN CREDIT, DRUM CHRGS

(\$40.00)

0231040-IN HEAT TRANSFER OIL 32

\$617.30

0229114-IN MOTOR OIL, EMISSIONS COMPATIBL

\$4,265.00

0230504-IN FUEL

\$197.45

0230504-IN FUEL

\$406.89

0230700-IN FUEL

\$33,768.21

0228783-IN HYDRAULIC OIL, POWER TRAN III

\$4,565.00

0231155-IN HEAT TRANSFER OIL 32

\$617.30

0230504-IN FUEL

\$40,575.31

**\$87,055.70** Subtotal for Dept. Garage

**\$87,055.70** Subtotal for Vendor

## HUSSEY SEATING CO.

1 RETAINAGE

(\$61,165.00)

**(\$61,165.00)** Subtotal for Dept. Capital Projects

1 CASPER EVENTS CENTER ARENA SEA

\$803,247.00

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

**\$803,247.00** Subtotal for Dept. Casper Events Center

**\$742,082.00** Subtotal for Vendor

## HUTCHINGS, KATHY

0021757056 DEPOSIT/CREDIT REFUND

\$11.56

**\$11.56** Subtotal for Dept. Water

**\$11.56** Subtotal for Vendor

## IRRIGATION TECHNOLOGIES

559 IRRIGATION DESIGN AND CONSULTI

\$7,875.00

**\$7,875.00** Subtotal for Dept. Golf Course

**\$7,875.00** Subtotal for Vendor

## JEREMY TREMEL

T65127 CLOTHING ALLOWANCE

\$66.42

**\$66.42** Subtotal for Dept. Police

**\$66.42** Subtotal for Vendor

## JEREMY YATES

RIN0023528 TRAVEL EXPENSES

\$308.00

**\$308.00** Subtotal for Dept. Police

**\$308.00** Subtotal for Vendor

## JIM LIPES

RIN0023494 REFUND FROM NAT. CO. CLERK

\$10.27

**\$10.27** Subtotal for Dept. General Fund Revenue

**\$10.27** Subtotal for Vendor

## JKC ENGINEERING

RIN0023504 CASPER YOUTH BASEBALL FIELD OF

\$1,081.25

**\$1,081.25** Subtotal for Dept. Parks

**\$1,081.25** Subtotal for Vendor

## JOEY WILHELM

461783 UNIFORM REIMBURSEMENT

\$73.49

**\$73.49** Subtotal for Dept. Police

**\$73.49** Subtotal for Vendor

## KENYNE SCHLAGER

RIN0023492 TRAVEL EXPENSES

\$1,157.72

**\$1,157.72** Subtotal for Dept. Council

**\$1,157.72** Subtotal for Vendor

## LABOR READY CENTRAL, INC.

18137187 MAINTENANCE PERSONNEL

\$2,605.05

18113799 LABOR

\$2,372.04

18087838 LABOR

\$255.40

18087839 LABOR

\$778.98

18145784 MAINTENANCE PERSONNEL

\$842.82

18121281 LABOR

\$830.10

**\$7,684.39** Subtotal for Dept. Casper Events Center

**\$7,684.39** Subtotal for Vendor

## LILLARD & CLARK - WY.

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

RIN0023518 RETAINAGE

(\$40,600.00)

RIN0023518 WWTP UPGRADE PH I GRANT

\$406,000.00

**\$365,400.00** Subtotal for Dept. Waste Water

**\$365,400.00** Subtotal for Vendor

## LONG BUILDING TECHNOLOGIES

SCPAY0028745 FEBRUARY 2014 FULL SERVICE

\$3,747.58

**\$3,747.58** Subtotal for Dept. Casper Events Center

**\$3,747.58** Subtotal for Vendor

## MOTOROLA SOLUTIONS

78259721 MAINT AGREE

\$5,029.97

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

**\$5,029.97** Subtotal for Vendor

## MPI WAREHOUSE SPECIALTY CO.

1093389-00 REPAIR KIT

\$134.40

**\$134.40** Subtotal for Dept. Water

**\$134.40** Subtotal for Vendor

## MURDOCK LAW FIRM

RIN0023457 COURT APPOINTED ATTY

\$267.40

RIN0023458 COURT APPOINTED ATTY

\$177.45

**\$444.85** Subtotal for Dept. Municipal Court

**\$444.85** Subtotal for Vendor

## NAPA AUTO PARTS CORP.

688923 CREDIT, RETURNED CIRCUIT BRKR

(\$242.55)

693420 ABSORBENT PADS, ROLLS(2)

\$308.00

**\$65.45** Subtotal for Dept. Garage

**\$65.45** Subtotal for Vendor

## NATRONA COUNTY - SHERIFFS' OFFICE

681 ADULT PRISONER CARE NOV 13

\$110,714.24

644 JUVENILE PRISONER CARE MARCH14

\$7,500.00

682 ADULT PRISONER CARE DEC 13

\$106,117.83

668 JUVENILE PRISONER CARE FEB 14

\$7,500.00

**\$231,832.07** Subtotal for Dept. Police

RIN0023505 SHARE OF SEIZURES X 2

\$702.00

**\$702.00** Subtotal for Dept. Police Grants

**\$232,534.07** Subtotal for Vendor

## NELSON ENGINEERING

3 DESIGN & C/A FORT CASPAR UNDER

\$1,204.00

**\$1,204.00** Subtotal for Dept. Fort Caspar

**\$1,204.00** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

LN-292847 UNIFORMS

\$699.00

NE28937 UNIFORMS

\$100.90

NE29115 UNIFORMS

\$61.95

NE29097 UNIFORMS

\$9.95

NE29043 UNIFORMS

\$119.80

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

NE29010 UNIFORMS

\$169.95  
**\$1,161.55** Subtotal for Dept. Police  
**\$1,161.55** Subtotal for Vendor

## NORCO, INC.

13016712 EQUIP, FALL PROTECTION PROJECT  
 12772276 EQUIP, FALL PROTECTION PROJECT

\$3,252.67  
 \$24,302.91  
**\$27,555.58** Subtotal for Dept. Casper Events Center  
**\$27,555.58** Subtotal for Vendor

## ONE CALL OF WY.

34567 FEB14 LOCATE TICKETS

\$108.34  
**\$108.34** Subtotal for Dept. Sewer

34567 FEB14 LOCATE TICKETS

\$132.41  
**\$132.41** Subtotal for Dept. Water  
**\$240.75** Subtotal for Vendor

## OSBURN, PHIL

0021795692 DEPOSIT/CREDIT REFUND

\$27.95  
**\$27.95** Subtotal for Dept. Water  
**\$27.95** Subtotal for Vendor

## OVERHEAD DOOR CO., INC.

174822 COMPOST BLDG. DOOR REPAIR  
 174825 EQUIP. BLDG. DOOR REPAIR

\$199.00  
 \$818.16  
**\$1,017.16** Subtotal for Dept. Balefill  
**\$1,017.16** Subtotal for Vendor

## PACIOLAN, INC.

0000063354 JANUARY 2014 SERVICE CHARGES

\$5,212.95  
**\$5,212.95** Subtotal for Dept. Casper Events Center  
**\$5,212.95** Subtotal for Vendor

## P-CARD VENDORS

00009960 DISCNTMEDSUPPLIES - Purchase	\$23.11
00010252 NORCO INC - Purchase	\$62.06
00009894 ROCKY MOUNTAIN FIRE SY - Purch	\$79.32
00010076 ARC SERVICES/TRAINING - Purcha	\$27.00
00009780 SUNNYBUNNYEASTEREGGS C - Purch	\$61.61
00010140 ATLAS OFFICE PRODUCTS - Purcha	\$5.81
00009550 FEDEXOFFICE 00009423 - Purch	\$194.30
00010070 NORCO INC - Purchase	\$231.02
00010095 ARC SERVICES/TRAINING - Purcha	\$385.00
00009500 BAILEYS ACE HARDWARE - Purchas	\$5.99
00009894 ROCKY MOUNTAIN FIRE SY - Purch	\$150.00
00009569 TARGET 00001644 - Purch	\$29.75
00009908 INACCORD SAFETY AND HE - Purch	\$99.00
00010255 NORCO INC - Purchase	\$212.05
00009908 INACCORD SAFETY AND HE - Purch	\$100.00
00009580 RICOH USA INC - Purchase	\$16.36
00009589 BAILEYS ACE HARDWARE - Purchas	\$11.99
00009570 CASPER WINNELSON CO - Purchase	\$61.91

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00009658	HOSE & RUBBER SUPPLY - Purchas	\$36.81	
00009667	CASPER WINNELSON CO - Purchase	\$10.80	
00009682	HOSE & RUBBER SUPPLY - Purchas	\$6.59	
00009700	FUN EXPRESS - Purchase	\$90.00	
00009648	CASPER WINNELSON CO - Purchase	\$12.78	
00009947	CPU VENTURE TECH NETWO - Purch	\$25.99	
		<b>\$1,939.25</b>	<b>Subtotal for Dept. Aquatics</b>
00009720	WEAR PARTS INC - Purchase	\$504.19	
00009684	WYOMING STEEL AND RECY - Purch	\$94.50	
00010116	BAILEYS ACE HARDWARE - Purchas	\$34.93	
00009478	SHERWIN WILLIAMS #3439 - Purch	\$51.06	
00009651	MENARDS CASPER - Purchase	\$161.37	
00009650	WYOMING STEEL AND RECY - Purch	\$49.50	
00009773	SEARS ROEBUCK 2341 - Purchas	\$79.99	
00009769	METECH, INC. - Purchase	\$3,830.88	
00010017	THE HOME DEPOT 6001 - Purchase	\$39.94	
00009981	BAILEYS ACE HARDWARE - Purchas	\$82.98	
00009670	ATLAS OFFICE PRODUCTS - Purcha	\$92.29	
00010035	SQ HIGH COUNTRY GRAPH - Purch	\$51.50	
00010058	MOTION INDUSTRIES WY54 - Purch	\$125.14	
00009785	AIRGAS CENTRAL - Purchase	\$356.65	
00009451	BEARING BELTCHAIN00244 - Purch	\$11.45	
00009488	CORNWELL TOOLS - Purchase	\$19.95	
00010195	BEST BUY 00015271 - Purch	\$79.99	
00009856	SAFETY KLEEN SYSTEMS B - Purch	\$5,499.25	
00009762	BEARING BELTCHAIN00244 - Purch	\$34.51	
00009971	WYOMING RENTS - Purchase	\$125.00	
00010088	PEDENS INC. - Purchase	\$467.00	
00010089	KUBAT EQUIPMENT AND SE - Purch	\$46.34	
00009585	BAILEYS ACE HARDWARE - Purchas	\$360.96	
00009435	BEARING BELTCHAIN00244 - Purch	\$509.09	
00009818	SAFETY KLEEN SYSTEMS B - Purch	\$903.20	
00010019	COMMUNICATION TECHNOLO - Purch	\$1,100.00	
		<b>\$14,711.66</b>	<b>Subtotal for Dept. Balefill</b>
00010189	CRESCENT ELECTRIC 103 - Purcha	\$185.32	
00009490	SAMSLUB #6425 - Purchase	\$141.40	
00009610	BAILEYS ACE HARDWARE - Purchas	\$33.97	
00010049	WW GRAINGER - Purchase	\$180.24	
00009728	NORCO INC - Purchase	\$65.24	
00009605	CASPER WINNELSON CO - Purchase	\$59.71	
00009692	DENNIS SUPPLY COMPAN - Purchas	\$25.11	
00010176	CRESCENT ELECTRIC 103 - Purcha	\$168.64	
00010208	NORCO INC - Purchase	\$160.19	
00009957	NORCO INC - Purchase	\$391.73	
00009910	HOUSTON SUPPLY 20 - Purchase	\$310.27	
00009718	NORCO INC - Purchase	\$30.29	
00010048	BLOEDORN LUMBER CASPER - Purch	\$38.76	
00009963	SUTHERLANDS 2219 - Purchase	\$9.65	
00009990	CRUM ELECTRIC SUPPLY C - Purch	\$36.61	
00009999	BLOEDORN LUMBER CASPER - Purch	\$34.48	

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00009527	BLOEDORN LUMBER CASPER - Purch	\$282.11	
00009786	BLOEDORN LUMBER CASPER - Purch	\$18.73	
00009904	BLOEDORN LUMBER CASPER - Purch	\$7.19	
00009437	HOSE & RUBBER SUPPLY - Purchas	\$12.68	
00009752	CASPER WINNELSON CO - Purchase	\$9.11	
00009495	DIAMOND VOGEL PAINT #7 - Purch	\$8.08	
00009808	BLOEDORN LUMBER CASPER - Purch	\$6.74	
00009470	DENNIS SUPPLY COMPAN - Purchas	\$105.92	
00009832	HOUSTON SUPPLY 20 - Purchase	\$77.72	
00009687	DENNIS SUPPLY COMPAN - Purchas	\$110.05	
00009848	HOUSTON SUPPLY 20 - Purchase	\$39.36	
00009850	THE HOME DEPOT 6001 - Purchase	\$32.47	
00009577	BLOEDORN LUMBER CASPER - Purch	\$90.00	
00009822	BLOEDORN LUMBER CASPER - Purch	\$37.27	
00009732	BLOEDORN LUMBER CASPER - Purch	\$45.77	
00009854	SHERWIN WILLIAMS #3439 - Purch	\$42.40	
00009715	NORCO INC - Purchase	\$36.45	
00009521	KNAPP SUPPLY & EQUIPME - Purch	\$64.60	
00009509	SHERWIN WILLIAMS #3439 - Purch	\$42.40	
00009671	CASPER WINNELSON CO - Purchase	\$56.13	
00009532	BLOEDORN LUMBER CASPER - Purch	\$22.63	
00009679	RMI - CASPER - Purchase	\$26.12	
00009685	OFFICE MAX - Purchase	\$36.98	
00009706	DIAMOND VOGEL PAINT #7 - Purch	\$17.07	
00010191	CRESCENT ELECTRIC 103 - Purcha	\$51.41	
00009656	WW GRAINGER - Purchase	\$22.82	
00010067	SHEET METAL SPECIALTIE - Purch	\$37.66	
00009595	WW GRAINGER - Purchase	\$22.82	
00009458	BAILEYS ACE HARDWARE - Purchas	\$9.77	
00010305	WESTERN LOCKSMITH - Purchase	\$7.88	
00009892	CRESCENT ELECTRIC 103 - Purcha	\$14.88	
00010093	BLOEDORN LUMBER CASPER - Purch	\$6.60	
00010214	NORCO INC - Purchase	\$571.94	
00010228	NORCO INC - Purchase	\$37.90	
00010278	HOUSTON SUPPLY 20 - Purchase	\$221.54	
00009886	CRESCENT ELECTRIC 103 - Purcha	\$417.28	
00010242	HUB FLOOR COVERING INC - Purch	\$179.98	
00010178	CRESCENT ELECTRIC 103 - Purcha	\$232.23	
00009860	PRAIRIE PELLA WY LLC - Credit	(\$282.37)	
00009536	BAILEYS ACE HARDWARE - Purchas	\$6.99	
00009800	HUB FLOOR COVERING INC - Purch	\$43.19	
		<b>\$4,702.11</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
00009491	MYLAPS US INC - Purchase	\$4,285.29	
00009899	MODERN ELECTRIC - Purchase	\$5,207.94	
		<b>\$9,493.23</b>	<b>Subtotal for Dept. Capital Projects</b>
00009576	WAL-MART #1617 - Purchase	\$29.40	
00009534	BAR D SIGNS INC - Purchase	\$175.00	
00009707	AMAZON MKTPLACE PMTS - Purchas	\$21.26	
00010193	WAL-MART #1617 - Purchase	\$24.02	
00010179	XPEDX-INTL PAPER - Purchase	\$261.25	

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00010015 WW GRAINGER - Purchase	\$102.18	
00009768 ATLAS OFFICE PRODUCTS - Purcha	\$7.34	
00009864 CHARTER COMM - Purchase	\$139.95	
00009636 ALBERTSONS - Purchase	\$5.19	
00010061 ATLAS OFFICE PRODUCTS - Purcha	\$30.90	
00010072 BURBACK'S REFRIGERATIO - Purch	\$363.50	
00010091 XPEDX-INTL PAPER - Purchase	\$405.56	
00010059 TARGET 00001644 - Purch	\$10.70	
00010158 POLLSTAR - Purchase	\$155.90	
00009618 ATLAS OFFICE PRODUCTS - Purcha	\$250.29	
00009533 BAR D SIGNS INC - Purchase	\$295.00	
00010161 DOMAIN REGISTRY OF AME - Purch	\$60.00	
00010193 WAL-MART #1617 - Purchase	\$2.88	
00009609 WESTCREEK INDUSTRIES - Purchas	\$417.23	
00009576 WAL-MART #1617 - Purchase	\$12.84	
00009703 ALBERTSONS - Purchase	\$11.96	
00009561 NORCO INC - Purchase	\$392.63	
00010223 USPS 57155809430310940 - Purch	\$1.27	
00009898 COWBOY SUPPLY HOUSE IN - Purch	\$471.18	
00009830 WW GRAINGER - Purchase	\$267.65	
00009708 DIAMOND VOGEL PAINT #7 - Purch	\$54.78	
	<b>\$3,969.86</b>	<b>Subtotal for Dept. Casper Events Center</b>
00009916 ATLAS OFFICE PRODUCTS - Purcha	\$41.74	
00009797 BEST BUY 00015271 - Purch	\$14.99	
00009506 EASTGATE TRAVEL PLAZ - Purchas	\$79.84	
00009873 THE HON CO. CUST. SERV - Purch	\$500.00	
	<b>\$636.57</b>	<b>Subtotal for Dept. Cemetery</b>
00009788 THOMSON WEST TCD - Purchase	\$1,018.20	
	<b>\$1,018.20</b>	<b>Subtotal for Dept. City Attorney</b>
00010232 ZUNESIS - Purchase	\$1,527.95	
00010060 SAMSClub #6425 - Purchase	\$144.57	
00009669 PAPA JOHN'S #01393.COM - Purch	\$37.78	
00009578 ATLAS OFFICE PRODUCTS - Purcha	\$7.16	
00010307 CPU VENTURE TECH NETWO - Purch	\$179.60	
00009716 ATLAS OFFICE PRODUCTS - Purcha	\$300.00	
00010268 ATLAS REPRODUCTION - Purchase	\$21.00	
00009600 ATLAS OFFICE PRODUCTS - Purcha	\$34.51	
00010044 ATLAS OFFICE PRODUCTS - Purcha	\$14.12	
	<b>\$2,266.69</b>	<b>Subtotal for Dept. City Manager</b>
00010028 CRUM ELECTRIC SUPPLY C - Credi	(\$15.74)	
00010075 QUALITY OFFICE SOLUTIO - Purch	\$93.74	
00009661 CRUM ELECTRIC SUPPLY C - Purch	\$86.25	
	<b>\$164.25</b>	<b>Subtotal for Dept. Code Enforcement</b>
00009632 SHIRTS & MORE, INC. - Purchase	\$145.00	
	<b>\$145.00</b>	<b>Subtotal for Dept. Communications Center</b>
00009453 CHEYENNE LITTLE AMERIC - Purch	\$218.00	
00009475 CHEYENNE LITTLE AMERIC - Purch	\$198.00	
00009958 J'S PUB & GRILL - Purchase	\$70.58	
00009555 CASPER STAR TRIBUNE - Purchase	\$1,768.00	

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

	<b>\$2,254.58</b>	<b>Subtotal for Dept.</b>	<b>Council</b>
00010266 ATLAS OFFICE PRODUCTS - Purcha	\$12.26		
00010169 ATLAS OFFICE PRODUCTS - Purcha	\$22.02		
00010186 SAFEWAY STORE00024687 - Purch	\$73.80		
00010173 ATLAS OFFICE PRODUCTS - Purcha	\$190.65		
00010244 ATLAS OFFICE PRODUCTS - Purcha	\$4.05		
00009804 ATLAS OFFICE PRODUCTS - Purcha	\$14.73		
00009759 HP DIRECT-PUBLICSECTOR - Purch	\$205.00		
00009896 HP DIRECT-PUBLICSECTOR - Purch	\$7.60		
00009640 ISC,INC - Purchase	\$324.35		
00010224 ATLAS OFFICE PRODUCTS - Purcha	\$5.28		
00009471 HUB FLOOR COVERING INC - Purch	\$55.18		
	<b>\$914.92</b>	<b>Subtotal for Dept.</b>	<b>Engineering</b>
00010222 ATLAS OFFICE PRODUCTS - Purcha	\$56.24		
00010097 PEDENS INC. - Purchase	\$57.50		
00009689 UNITED 01673585318576 - Pur	\$557.50		
00010042 CASPER STAR TRIBUNE - Purchase	\$53.44		
00009620 WALMART.COM - Purchase	\$72.24		
00010069 ATLAS OFFICE PRODUCTS - Purcha	\$199.25		
00009680 ATLAS OFFICE PRODUCTS - Purcha	\$63.79		
00009698 ATLAS OFFICE PRODUCTS - Purcha	\$28.32		
00009707 AMAZON MKTPLACE PMTS - Purchas	\$21.26		
00009558 MOUNTAIN STATES LITHOG - Purch	\$98.60		
00009489 ATLAS OFFICE PRODUCTS - Credit	(\$20.36)		
00009607 CHEAPOAIR.COM AIR - Purchase	\$54.99		
	<b>\$1,242.77</b>	<b>Subtotal for Dept.</b>	<b>Finance</b>
00009795 A&W WHEATLAND TRAVEL P - Purch	\$7.30		
00009606 MERBACK AWARD COMPANY - Purcha	\$42.05		
00009554 KMART 4736 - Purchase	\$19.93		
00010009 NORCO INC - Purchase	\$205.39		
00009508 NEVE'S UNIFORMS-DENVER - Purch	\$304.83		
00009502 LOAF N JUG #0119 Q81 - Purch	\$4.60		
00009749 WARDROBE CLEANERS - Purchase	\$21.00		
00009486 LOAF N JUG #0119 Q81 - Purch	\$3.75		
00009753 INTERNATIONAL ASSOC - Purchase	\$75.00		
00009623 GUS GLOBALSTAR USA - Purchase	\$540.97		
00009616 OFFICE MAX - Purchase	\$86.08		
00010064 URGENT CARE OF CASPER - Purcha	\$60.00		
00009973 WAL-MART #1617 - Purchase	\$103.55		
00009522 SUTHERLANDS 2219 - Purchase	\$10.58		
00010014 SAMSCLUB #6425 - Purchase	\$627.74		
00009995 ACS GOVERNMENT SYSTEMS - Purch	\$750.00		
00009980 BEARING BELTCHAIN00244 - Purch	\$305.55		
00009793 EXXONMOBIL 47737010 - Purch	\$53.90		
00009789 ATLAS OFFICE PRODUCTS - Purcha	\$24.00		
00009476 SHADOWS PUB & GRILL - Purchase	\$26.98		
00009592 SQ PYROTECHS INC - Purchase	\$135.00		
00009473 LOAF N JUG #0119 Q81 - Purch	\$1.99		
00009469 LOAF N JUG #0119 Q81 - Purch	\$83.00		
00010009 NORCO INC - Purchase	\$202.65		

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00009834	FAIRFIELD INN - CHEYEN - Purch	\$91.30	
00010031	NATIONWIDE SUPPLY IQPS - Credi	(\$46.46)	
00009932	SHERATON - Purchase	\$298.64	
00009970	ROCKY MOUNTAIN DISCOUN - Purch	\$43.98	
00009616	OFFICE MAX - Purchase	\$12.54	
00010001	OVERHEAD DOOR COMPANY - Purcha	\$1,427.50	
00009967	KNAPP SUPPLY & EQUIPME - Purch	\$400.96	
00010073	DAYLIGHT DONUTS - Purchase	\$23.63	
00010130	DAYLIGHT DONUTS - Purchase	\$13.55	
00009446	ATLAS OFFICE PRODUCTS - Purcha	\$57.50	
00009447	MICROTEL INN & SUITES - Purcha	\$249.00	
00009675	COWBOY AUTO SPA - Purchase	\$23.08	
00010027	NORCO INC - Purchase	\$444.00	
00009889	ATLAS OFFICE PRODUCTS - Purcha	\$306.32	
00009977	SPRINGHILL SUITES CHEY - Purch	\$116.60	
00009852	WW GRAINGER - Purchase	\$1,893.49	
		<b>\$9,051.47</b>	<b>Subtotal for Dept. Fire</b>
00010304	MICHAELS STORES 7768 - Purchas	\$64.95	
00009871	TRI-TECHNICAL SYSTEMS, - Purch	\$125.00	
00010120	LEES GLASS INC - Purchase	\$30.25	
00009953	ATLAS OFFICE PRODUCTS - Purcha	\$60.55	
00009676	PAYPAL THIMBLESACO - Purchase	\$8.95	
00009647	LEES GLASS INC - Purchase	\$26.25	
		<b>\$315.95</b>	<b>Subtotal for Dept. Fort Caspar</b>
00009596	BEARING BELTCHAIN00244 - Purch	\$6.99	
00009655	BEARING BELTCHAIN00244 - Purch	\$8.99	
00009694	BEARING BELTCHAIN00244 - Purch	\$23.98	
00009711	BEARING BELTCHAIN00244 - Purch	\$19.99	
00009723	CMI-TECO - Purchase	\$2,056.02	
00009520	DRIVE TRAIN INDUSTRIES - Purch	\$943.78	
00009454	WYOMING MACHINERY CO - Purchas	\$102.13	
00009455	WYOMING MACHINERY CO - Credit	(\$40.54)	
00009465	A 2 Z TOWING - Purchase	\$66.95	
00009546	BEARING BELTCHAIN00244 - Purch	\$4.99	
00009512	WW GRAINGER - Purchase	\$42.43	
00009436	WYOMING MACHINERY CO - Credit	(\$2,107.24)	
00009781	CASPER WINNELSON CO - Purchase	\$140.07	
00009501	COMMUNICATION TECHNOLO - Purch	\$51.00	
00009504	WYOMING MACHINERY CO - Purchas	\$51.32	
00009474	WYOMING MACHINERY CO - Credit	(\$51.32)	
00009467	WYOMING MACHINERY CO - Credit	(\$544.21)	
00009674	HOSE & RUBBER SUPPLY - Purchas	\$1.84	
00010046	BLOEDORN LUMBER CASPER - Purch	\$2,312.95	
00010150	BEARING BELTCHAIN00244 - Purch	\$22.38	
00010016	CASPER TIRE - Purchase	\$440.00	
00009867	BEARING BELTCHAIN00244 - Purch	\$24.48	
00009989	BEARING BELTCHAIN00244 - Purch	\$25.68	
00009719	BEARING BELTCHAIN00244 - Purch	\$1.79	
00010083	BEARING BELTCHAIN00244 - Purch	\$14.92	
00010082	ACE EQUIPMENT AND SUPP - Purch	\$1,831.50	

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00009587	MCCOY SALES CORPORATIO - Purch	\$67.00
00010018	BEARING BELTCHAIN00244 - Purch	\$8.88
00009711	BEARING BELTCHAIN00244 - Purch	\$27.92
00010013	GOODYEAR COMMERCIAL TI - Purch	\$3,285.72
00010010	BEARING BELTCHAIN00244 - Purch	\$292.83
00010007	BEARING BELTCHAIN00244 - Purch	\$4.90
00009526	HONNEN EQUIPMENT #04 - Purchas	\$98.08
00010167	DECKER AUTO GLASS - Purchase	\$385.98
00009464	BEARING BELTCHAIN00244 - Purch	\$23.99
00010022	BEARING BELTCHAIN00244 - Purch	\$434.00
00009730	WEAR PARTS INC - Purchase	\$34.71
00009505	WYOMING MACHINERY CO - Credit	(\$48.74)
00009754	BEARING BELTCHAIN00244 - Purch	\$35.51
00009965	GOODYEAR COMMERCIAL TI - Purch	\$559.50
00009464	BEARING BELTCHAIN00244 - Purch	\$6.58
00009968	DRIVE TRAIN INDUSTRIES - Purch	\$37.56
00009537	DRIVE TRAIN INDUSTRIES - Purch	\$27.11
00009662	WEAR PARTS INC - Purchase	\$17.00
00009743	HOSE & RUBBER SUPPLY - Purchas	\$163.91
00009498	BEARING BELTCHAIN00244 - Purch	\$8.94
00009721	BEARING BELTCHAIN00244 - Purch	\$75.69
00009893	DRIVE TRAIN INDUSTRIES - Purch	\$9.67
00009779	BEARING BELTCHAIN00244 - Purch	\$13.99
00009719	BEARING BELTCHAIN00244 - Purch	\$13.80
00009746	BEARING BELTCHAIN00244 - Purch	\$12.00
00009775	HENSLEY BATTERY & ELEC - Purch	\$113.01
00009760	BEARING BELTCHAIN00244 - Purch	\$88.78
00009454	WYOMING MACHINERY CO - Purchas	\$75.03
00009513	HOSE & RUBBER SUPPLY - Purchas	\$118.75
00009868	CASPER AUTO SUPPLY - Purchase	\$24.11
00009528	DRIVE TRAIN INDUSTRIES - Purch	\$44.32
00009543	INDUSTRIAL SCREEN & MA - Purch	\$702.72
00009454	WYOMING MACHINERY CO - Purchas	\$963.04
00009583	DRIVE TRAIN INDUSTRIES - Purch	\$103.61
00009444	WYOMING MACHINERY CO - Credit	(\$39.48)
00009596	BEARING BELTCHAIN00244 - Purch	\$67.35
00009551	BEARING BELTCHAIN00244 - Purch	\$37.98
00009548	BEARING BELTCHAIN00244 - Purch	\$151.12
00009544	BEARING BELTCHAIN00244 - Purch	\$43.76
00009539	WEAR PARTS INC - Purchase	\$321.86
00009714	DRIVE TRAIN INDUSTRIES - Purch	\$213.20
00009514	DRIVE TRAIN INDUSTRIES - Purch	\$23.04
00009681	DRIVE TRAIN INDUSTRIES - Purch	\$87.94
00009494	WYOMING MACHINERY CO - Credit	(\$39.02)
00009745	CMI-TECO - Purchase	\$1,405.59
00009935	BEARING BELTCHAIN00244 - Purch	\$18.98
00009974	BEARING BELTCHAIN00244 - Purch	\$66.43
00009952	BEARING BELTCHAIN00244 - Purch	\$60.96
00009633	HOSE & RUBBER SUPPLY - Purchas	\$40.66
00009630	DRIVE TRAIN INDUSTRIES - Purch	\$211.13

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00009634	GREINER BUICK GMC CADI - Purch	\$89.45	
00009438	WYOMING MACHINERY CO - Credit	(\$132.32)	
00009933	BEARING BELTCHAIN00244 - Purch	\$4.58	
00009901	BEARING BELTCHAIN00244 - Purch	\$17.98	
00009805	DRIVE TRAIN INDUSTRIES - Purch	\$22.62	
00009493	DRIVE TRAIN INDUSTRIES - Purch	\$270.08	
00009855	DRIVE TRAIN INDUSTRIES - Purch	\$45.84	
00009699	HONNEN EQUIPMENT #04 - Purchas	\$26.88	
00009955	AMERI-TECH EQUIPMENT C - Purch	\$1,716.39	
00009842	CASPER TIRE - Purchase	\$232.00	
00009807	DRIVE TRAIN INDUSTRIES - Purch	\$153.79	
00009949	BEARING BELTCHAIN00244 - Purch	\$15.36	
00009843	DENVER INDUSTRIAL SALE - Purch	\$61.94	
00009541	GREINER MOTOR COMPANY - Purcha	\$203.92	
00010129	WEAR PARTS INC - Purchase	\$11.11	
00009631	BAILEYS ACE HARDWARE - Purchas	\$14.98	
00009626	AMERI-TECH EQUIPMENT C - Credi	(\$110.52)	
00009603	WW GRAINGER - Purchase	\$67.32	
00009553	CMI-TECO - Purchase	\$1,088.67	
00010209	DALCO INDUSTRIES INC - Purchas	\$35.00	
00009547	HENSLEY BATTERY & ELEC - Purch	\$87.53	
00009547	HENSLEY BATTERY & ELEC - Purch	\$87.53	
00009925	GREINER MOTOR COMPANY - Purcha	\$49.98	
00009581	WW GRAINGER - Purchase	\$30.78	
00009881	BEARING BELTCHAIN00244 - Purch	\$120.99	
00009721	BEARING BELTCHAIN00244 - Purch	\$43.28	
00009828	DRIVE TRAIN INDUSTRIES - Purch	\$39.14	
00009763	DRIVEN POWERSPORTS - Purchase	\$313.99	
00009588	CMI-TECO - Purchase	\$1,441.14	
00009722	BEARING BELTCHAIN00244 - Purch	\$6.38	
00009742	WHITES MOUNTAIN - Purchase	\$14.81	
00009987	BEARING BELTCHAIN00244 - Purch	\$13.66	
00009517	FREMONT MOTOR CASPER I - Purch	\$62.22	
00009763	DRIVEN POWERSPORTS - Purchase	\$4.51	
00009735	BEARING BELTCHAIN00244 - Purch	\$28.76	
	<b>\$22,132.04</b> Subtotal for Dept.		Garage
00010112	ALL-OUT FIRE EXTINGUIS - Purch	\$247.00	
00009556	CPS DISTRIBUTORS INC C - Purch	\$9.94	
00009841	HOBBY-LOBBY #0233 - Purchase	\$15.15	
00009449	HOBBY-LOBBY #0233 - Purchase	\$95.68	
00009559	SUTHERLANDS 2219 - Purchase	\$43.87	
00010152	CHARTER COMM - Purchase	\$135.31	
00009519	MENARDS CASPER - Purchase	\$39.26	
00009844	SAMSLUB #6425 - Purchase	\$111.84	
	<b>\$698.05</b> Subtotal for Dept.		Golf Course
00009622	FEDEXOFFICE 00009423 - Purch	\$69.50	
00010031	NATIONWIDE SUPPLY IQPS - Credi	(\$46.46)	
00009586	NATURAL GROCERSCA - Purchase	\$240.00	
	<b>\$263.04</b> Subtotal for Dept.		Health Insurance
00009879	NORCO INC - Purchase	\$53.05	

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00010183	BLACK BEAR CAFE - Purchase	\$11.68	
00010153	DAYS INN HOTSPRINGS CO - Purch	\$77.00	
00010101	DAYS INN HOTSPRINGS CO - Purch	\$77.00	
00010124	DAYSINNHOTSPRINGSCONVE - Purch	\$17.07	
00010103	DAYSINNHOTSPRINGSCONVE - Purch	\$14.27	
00009608	COMMUNICATION TECHNOLO - Purch	\$382.00	
	<b>\$632.07</b>		<b>Subtotal for Dept. Hogadon</b>
00010219	ATLAS OFFICE PRODUCTS - Purcha	\$191.96	
00010084	CASPER AREA CHAMBER OF - Purch	\$874.00	
00010045	ATLAS OFFICE PRODUCTS - Purcha	\$82.03	
00010031	NATIONWIDE SUPPLY IQPS - Credi	(\$23.23)	
00009744	TIMOTHY G KLINKER MD - Purchas	\$350.00	
00009810	SMITHS FOOD #4185 - Purchase	\$6.45	
00009757	METRO COFFEE COMPANY - Purchas	\$25.00	
	<b>\$1,506.21</b>		<b>Subtotal for Dept. Human Resources</b>
00009907	OVERHEAD DOOR COMPANY - Purcha	\$448.38	
00009492	ADOBE SYSTEMS, INC. - Purchase	\$20.99	
00009456	RINK SYSTEMS INC - Purchase	\$1,182.00	
00009510	SAMSCLUB #6425 - Purchase	\$38.58	
00009895	CASPER FIRE EXTINGUISH - Purch	\$117.00	
00010140	ATLAS OFFICE PRODUCTS - Purcha	\$5.81	
00010057	FARMER BROS CO - Purchase	\$248.56	
00009997	SAMSCLUB #6425 - Purchase	\$22.04	
00009975	BUSH-WELLS SPORTING GO - Purch	\$486.00	
00009462	TARGET 00001644 - Purch	\$27.01	
00009912	BLOEDORN LUMBER CASPER - Purch	\$79.48	
00009503	SAMSCLUB #6425 - Purchase	\$94.74	
00009905	VISTAR - ROCKY MOUNT - Purchas	\$1,182.28	
00009870	BLOEDORN LUMBER CASPER - Purch	\$17.91	
00009845	HENSLEY BATTERY & ELEC - Purch	\$58.65	
00009811	PARTY AMERICA CASPER # - Purch	\$15.00	
00009700	FUN EXPRESS - Purchase	\$81.60	
00009780	SUNNYBUNNYEASTEREGGS C - Purch	\$61.60	
00009774	SAMSCLUB #6425 - Purchase	\$23.96	
00009972	SAFEWAY STORE00024687 - Purch	\$16.03	
00009580	RICOH USA INC - Purchase	\$16.36	
00009445	SAMS INTERNET - Credit	(\$5.77)	
	<b>\$4,238.21</b>		<b>Subtotal for Dept. Ice Arena</b>
00010008	AGUA CALIENTE RESRT - Purchase	\$1,022.45	
00009998	STARBUCKS PSP 32011504 - Purch	\$3.32	
00009702	TRADER JOE'S #003 QPS - Purch	\$27.17	
00009979	STARBUCKS LOWE32321606 - Purch	\$4.37	
00010021	JAVA CALIENTE - Purchase	\$2.16	
00009878	SAMSCLUB #6425 - Purchase	\$66.86	
00009919	JAVA CALIENTE - Purchase	\$2.16	
00009996	DELTA 00682366920281 - Pur	\$25.00	
00009962	BRISTOL FARMS # 19 - Purchase	\$31.56	
00009835	BEN AND JERRYS - Purchase	\$8.89	
00009937	SHERMANS DELI AND BAKE - Purch	\$15.06	
00009747	PANERA BREAD #1356 - Purchase	\$2.09	

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00009923	JAVA CALIENTE - Purchase	\$2.16	
00009978	CNCIA PARKING - Purchase	\$30.00	
00009792	UNITED 01626045127836 - Pur	\$25.00	
00009806	TRADER JOE'S #003 QPS - Purch	\$24.22	
00009942	EXXONMOBIL 97625685 - Purch	\$29.10	
		<b>\$1,321.57</b>	<b>Subtotal for Dept. Information Services</b>
00009683	NORCO INC - Purchase	\$45.89	
00009545	TOMAHAWK LIVE TRAP - Purchase	\$515.80	
00009615	HARVARD/FIRST VET/EXPE - Purch	\$160.62	
00009602	SPORTSMANS WAREHOUSE 1 - Purch	\$6.99	
00009604	OFFICE MAX - Purchase	\$127.38	
00009612	PETCO 1456 63514566 - Purch	\$36.97	
00009741	RESPOND FIRST AID - Purchase	\$87.88	
00009619	MURDOCH'S RANCH & HOME - Purch	\$333.88	
00009637	OFFICE MAX - Purchase	\$95.98	
		<b>\$1,411.39</b>	<b>Subtotal for Dept. Metro Animal</b>
00010068	QUALITY OFFICE SOLUTIO - Purch	\$5.83	
00009574	WBL Dinner	\$15.56	
00010068	QUALITY OFFICE SOLUTIO - Purch	\$55.47	
00009574	WBL Dinner	\$1.63	
		<b>\$78.49</b>	<b>Subtotal for Dept. Metropolitan Planning</b>
00009872	CASPER FIRE EXTINGUISH - Purch	\$182.00	
00009840	B & B RUBBER STAMP SHO - Purch	\$56.25	
00009666	BLOEDORN LUMBER CASPER - Purch	\$4.02	
00010203	BAILEYS ACE HARDWARE - Purchas	\$37.99	
00009660	KNIFE RIVER 5701 - Purchase	\$731.02	
00009598	REXEL 3212 - Purchase	\$64.58	
00009673	BAILEYS ACE HARDWARE - Purchas	\$4.99	
00009825	QUALITY OFFICE SOLUTIO - Purch	\$18.99	
00009678	GENERAL SHALE-CASPE - Purchase	\$881.28	
00009565	CPS DISTRIBUTORS INC C - Purch	\$186.99	
00009712	BAILEYS ACE HARDWARE - Purchas	\$28.98	
00009758	GENERAL SHALE-CASPE - Purchase	\$68.41	
00009767	GENERAL SHALE-CASPE - Purchase	\$64.40	
00009770	GENERAL SHALE-CASPE - Purchase	\$4.60	
00009783	CPS DISTRIBUTORS INC C - Purch	\$46.40	
00009568	CPS DISTRIBUTORS INC C - Purch	\$187.22	
00009645	QUALITY OFFICE SOLUTIO - Purch	\$43.85	
00009677	QUALITY OFFICE SOLUTIO - Purch	\$27.30	
00010200	BUSH-WELLS SPORTING GO - Purch	\$89.95	
00009801	SP DENVER 1417 - Purchase	\$716.30	
00010145	Gempler 1020038644 - Purchase	\$37.00	
00010215	BLOEDORN LUMBER CASPER - Purch	\$66.08	
00010040	BLOEDORN LUMBER CASPER - Purch	\$29.91	
00010203	BAILEYS ACE HARDWARE - Purchas	\$17.99	
00010201	WEAR PARTS INC - Purchase	\$14.14	
00010170	71 CONSTRUCTION INC #1 - Purch	\$263.41	
00009814	WAL-MART #3778 - Purchase	\$86.19	
00009934	BLOEDORN LUMBER CASPER - Purch	\$227.60	
00009590	CASPER STAR TRIBUNE - Purchase	\$409.64	

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00009902	SUTHERLANDS 2219 - Purchase	\$10.54	
00009787	CASPER WINNELSON CO - Purchase	\$102.91	
00009827	SUTHERLANDS 2219 - Purchase	\$18.34	
00010004	WW GRAINGER - Purchase	\$4.00	
00009441	BURBACK'S REFRIGERATIO - Purch	\$80.00	
00009873	THE HON CO. CUST. SERV - Purch	\$1,000.00	
00009479	WAL-MART #3778 - Purchase	\$14.97	
00009837	WAL-MART #1617 - Purchase	\$102.61	
00010174	BUSH-WELLS SPORTING GO - Purch	\$521.20	
00009847	GENERAL SHALE-CASPE - Credit	(\$308.00)	
00009941	HOODS EQUIPMENT AND SP - Purch	\$1,358.00	
00009625	STAPLES 00114181 - Purch	\$37.18	
00009643	KNIFE RIVER 5701 - Purchase	\$1,097.50	
00009936	BAILEYS ACE HARDWARE - Purchas	\$38.96	
00009628	BAILEYS ACE HARDWARE - Purchas	\$16.98	
00009639	CPS DISTRIBUTORS INC C - Purch	\$3.71	
	<b>\$8,696.38</b>	<b>Subtotal for Dept.</b>	<b>Parks</b>
00009538	ATLAS REPRODUCTION - Purchase	\$48.00	
00009663	ATLAS OFFICE PRODUCTS - Purcha	\$114.05	
00009969	OVERHEAD DOOR COMPANY - Purcha	\$45.00	
00009863	OIL CITY PRINTERS - Purchase	\$79.80	
00010102	QUALITY OFFICE SOLUTIO - Purch	\$20.00	
00010270	QUALITY OFFICE SOLUTIO - Purch	\$195.00	
	<b>\$501.85</b>	<b>Subtotal for Dept.</b>	<b>Planning</b>
00009484	BEST WESTERN HOTELS - Purchase	\$615.05	
00009885	WAL-MART #3778 - Purchase	\$34.37	
00009611	BEARING BELTCHAIN00244 - Purch	\$17.99	
00009459	PERKINS CONOCO - Purchase	\$40.49	
00009859	LAFAYETTE INSTRUMENT C - Purch	\$5,930.00	
00009951	URGENT CARE OF CASPER - Purcha	\$31.00	
00010110	LITTLE CAESARS 1989 00 - Purch	\$75.85	
00010011	WAL-MART #3778 - Purchase	\$43.24	
00009866	WAL-MART #3778 - Purchase	\$3.80	
00009691	MENARDS CASPER - Purchase	\$269.00	
00009954	ALBERTSONS #2060 - Purchase	\$15.85	
00010100	WAL-MART #3778 - Purchase	\$23.56	
00009984	BEARING BELTCHAIN00244 - Purch	\$23.88	
00009939	LA COCINA MEXICAN REST - Purch	\$56.46	
00009976	SUBWAY 03116324 - Purch	\$13.95	
00009457	FEEOP 6609 - Purchase	\$23.16	
00009516	EXTREME TRUCK INC - Purchase	\$17.56	
00009994	BAILEYS ACE HARDWARE - Purchas	\$10.99	
00009496	BEST WESTERN PLAZA HOT - Purch	\$452.35	
00009518	B & B RUBBER STAMP SHO - Purch	\$27.50	
00009917	SQ THE FLOUR BIN LLC - Purcha	\$15.00	
00009913	HENSLEY BATTERY & ELEC - Purch	\$226.88	
00009525	B & B RUBBER STAMP SHO - Purch	\$29.50	
	<b>\$7,997.43</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
00009652	CASPER ANIMAL CENTER, - Purcha	\$242.01	
00009688	OPTICS PLANET INC - Purchase	\$799.98	

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00009849 NOLAND FEED INC. - Purchase	\$86.80	
	<b>\$1,128.79</b>	<b>Subtotal for Dept. Police Grants</b>
00009569 TARGET 00001644 - Purch	\$5.00	
00009909 CASPER FIRE EXTINGUISH - Purch	\$117.00	
00010141 USPS 57155809430310940 - Purch	\$6.49	
00010074 ARC SERVICES/TRAINING - Purcha	\$35.00	
00010115 BLOEDORN LUMBER CASPER - Purch	\$8.99	
00010140 ATLAS OFFICE PRODUCTS - Purcha	\$5.81	
00010140 ATLAS OFFICE PRODUCTS - Purcha	\$5.81	
00010159 BLOEDORN LUMBER CASPER - Purch	\$4.49	
00009442 DOMINO'S 6042 - Purchase	\$16.18	
00009644 ALBERTSONS - Purchase	\$5.00	
00009461 DOMINO'S 6042 - Purchase	\$14.08	
00009908 INACCORD SAFETY AND HE - Purch	\$316.00	
00009766 NORCO INC - Purchase	\$243.16	
00010090 WW GRAINGER - Purchase	\$24.42	
00009782 BAILEYS ACE HARDWARE - Purchas	\$4.98	
00009580 RICOH USA INC - Purchase	\$16.36	
00010256 STAPLES 00114181 - Purch	\$17.29	
00009580 RICOH USA INC - Purchase	\$16.36	
00009993 ALBERTSONS - Purchase	\$47.07	
	<b>\$909.49</b>	<b>Subtotal for Dept. Recreation</b>
00009992 GRAVIC INC - Purchase	\$995.00	
00010003 ALBERTSONS - Purchase	\$10.57	
00010020 SMITHS FOOD #4185 - Purchase	\$51.42	
00010154 SHERWIN WILLIAMS #3439 - Purch	\$381.40	
00009690 Amazon.com - Purchase	\$118.40	
00009959 JOHNNY APPLESEED, INC. - Purch	\$2,682.00	
00010086 BAILEYS ACE HARDWARE - Purchas	\$9.98	
00010121 BAILEYS ACE HARDWARE - Purchas	\$25.96	
00009729 NETWORK FLEET. INC. - Purchase	\$570.90	
00009557 NETWORK FLEET. INC. - Purchase	\$570.90	
00009726 SAMSClub #6425 - Purchase	\$138.94	
00009670 ATLAS OFFICE PRODUCTS - Purcha	\$92.29	
00009750 BAILEYS ACE HARDWARE - Purchas	\$59.94	
00010113 HOODS EQUIPMENT AND SP - Purch	\$350.00	
00009731 THE HOME DEPOT 6001 - Purchase	\$119.76	
00009448 SHERWIN WILLIAMS #3439 - Purch	\$17.47	
00009982 LITTLE CAESARS 1989 00 - Purch	\$74.36	
00009701 BAILEYS ACE HARDWARE - Purchas	\$99.90	
	<b>\$6,369.19</b>	<b>Subtotal for Dept. Refuse Collection</b>
00009729 NETWORK FLEET. INC. - Purchase	\$25.95	
00009823 ALSCO SLCAS - Purchase	\$52.50	
00010171 CASPER CONTRACTOR SUPP - Purch	\$25.83	
00010066 THE UPS STORE 2200 - Purchase	\$45.53	
00009635 CASPER STAR TRIBUNE - Purchase	\$154.08	
00009725 AMBI MAIL AND MARKETIN - Purch	\$30.64	
00009549 ALSCO SLCAS - Purchase	\$52.50	
00010063 SQ NEVEREST EQUIPMENT - Purch	\$92.08	
00009988 ALSCO SLCAS - Purchase	\$41.70	

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00010218	HOSE & RUBBER SUPPLY - Purchas	\$12.68	
00010050	AMERIGAS propane - Purchas	\$209.63	
00009890	CASPER STAR TRIBUNE - Purchase	\$297.50	
00009557	NETWORK FLEET. INC. - Purchase	\$25.95	
00010033	SAMSCLUB #6425 - Purchase	\$47.85	
		<b>\$1,114.42</b>	<b>Subtotal for Dept. Sewer</b>
00009452	STAPLES 00114181 - Purch	\$58.94	
00009840	B & B RUBBER STAMP SHO - Purch	\$56.25	
00009649	CASPER STAR TRIBUNE - Purchase	\$301.90	
00009873	THE HON CO. CUST. SERV - Purch	\$239.07	
00009497	CORNWELL TOOLS - Purchase	\$738.87	
00009625	STAPLES 00114181 - Purch	\$37.19	
00009872	CASPER FIRE EXTINGUISH - Purch	\$181.69	
00009920	QUALITY OFFICE SOLUTIO - Purch	\$81.90	
00009873	THE HON CO. CUST. SERV - Purch	\$239.07	
00009729	NETWORK FLEET. INC. - Purchase	\$596.85	
00009646	CRETEX CONCRETE PROD W - Purch	\$186.00	
00009485	STAPLES 00114181 - Purch	\$60.84	
00009677	QUALITY OFFICE SOLUTIO - Purch	\$27.30	
00009645	QUALITY OFFICE SOLUTIO - Purch	\$43.86	
00009764	EASTGATE TRAVEL PLAZ - Purchas	\$291.98	
00009557	NETWORK FLEET. INC. - Purchase	\$596.85	
00009717	ALSCO SLCAS - Purchase	\$768.50	
00010138	MIS INDUSTRIAL SUPPLY - Purcha	\$173.60	
00009483	STAPLES 00114181 - Credi	(\$60.84)	
		<b>\$4,619.82</b>	<b>Subtotal for Dept. Streets</b>
00009729	NETWORK FLEET. INC. - Purchase	\$155.70	
00010197	ATSSA - Purchase	\$79.00	
00010229	Int'l Association of E - Purch	\$102.00	
00009873	THE HON CO. CUST. SERV - Purch	\$500.00	
00010109	E 470 EXPRESS TOLLS - Purchase	\$18.00	
00009872	CASPER FIRE EXTINGUISH - Purch	\$181.38	
00009480	ADVANCED TRAFFIC PRODU - Purch	\$1,150.00	
00009733	ALSCO SLCAS - Purchase	\$233.13	
00009677	QUALITY OFFICE SOLUTIO - Purch	\$27.30	
00009440	TW CABLE LLC - Purchase	\$277.54	
00009557	NETWORK FLEET. INC. - Purchase	\$155.70	
00009657	QUALITY OFFICE SOLUTIO - Purch	\$23.38	
		<b>\$2,903.13</b>	<b>Subtotal for Dept. Traffic</b>
00009755	REXEL 3212 - Purchase	\$570.00	
00009472	MC ENTERPRISES, INC. - Purchas	\$449.93	
00009468	CASPER WINNELSON CO - Purchase	\$33.69	
00009794	INDUSTRIAL SCREEN & MA - Purch	\$935.00	
00009439	COMPRESSION LEASING SV - Purch	\$1,071.96	
00010094	HAJOCA KEENAN SUPP 25 - Purcha	\$418.60	
00010092	USPS 57155809430310940 - Purch	\$7.19	
00010039	WW GRAINGER - Purchase	\$67.32	
00009443	MOTION INDUSTRIES WY54 - Purch	\$172.46	
00009482	HAJOCA KEENAN SUPP 25 - Purcha	\$34.69	
00009460	TFS FISHER SCI CHI - Purchase	\$635.71	

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00009531	CASPER WINNELSON CO - Purchase	\$32.54	
00009515	WW GRAINGER - Purchase	\$199.35	
00009524	FACEBK 92UZV52KH2 - Purchase	\$25.11	
00009529	KNAPP SUPPLY & EQUIPME - Purch	\$36.47	
00009499	MOTION INDUSTRIES WY54 - Purch	\$66.38	
00010187	WW GRAINGER - Purchase	\$132.80	
00009858	DENNIS SUPPLY COMPAN - Purchas	\$273.53	
00009481	BACKFLOW SUPPLY - Purchase	\$630.27	
00009594	CASPER STAR TRIBUNE - Purchase	\$143.95	
00009597	ENERGY LABORATORIES - Purchase	\$114.00	
00010038	WW GRAINGER - Purchase	\$75.08	
00009890	CASPER STAR TRIBUNE - Purchase	\$297.50	
00010054	FACEBK CXVWZ5AKH2 - Purchase	\$50.07	
00009668	ENVIRONMENTAL EXPRESS - Purcha	\$139.86	
00009571	DEWITT WATER - Purchase	\$50.00	
00010133	WEAR PARTS INC - Purchase	\$98.47	
00010235	HOSE & RUBBER SUPPLY - Purchas	\$303.13	
00010269	USPS 57155804730311021 - Purch	\$13.96	
00010212	HARBOR FREIGHT TOOLS 3 - Purch	\$230.98	
00010247	NORCO INC - Purchase	\$16.97	
00009627	ALSCO SLCAS - Purchase	\$301.09	
00010243	DENNIS SUPPLY COMPAN - Purchas	\$37.61	
00009833	WW GRAINGER - Purchase	\$38.96	
00009784	ENERGY LABORATORIES - Purchase	\$832.00	
00009945	ENERGY LABORATORIES - Purchase	\$184.00	
00009931	HACH COMPANY - Purchase	\$675.12	
00009915	WW GRAINGER - Purchase	\$181.78	
00009809	FACEBK CZWNS56KH2 - Purchase	\$46.71	
00009736	REXEL 3212 - Purchase	\$1,223.22	
00009641	ALBERTSONS - Purchase	\$9.42	
00009756	WASTECORP PUMPS, LLC - Purchas	\$2,391.19	
00009796	WW GRAINGER - Purchase	\$4.90	
00009803	PAYPAL REGION8PRET - Purchase	\$380.00	
00009819	WEAR PARTS INC - Purchase	\$51.08	
00009824	HAJOCA KEENAN SUPP 25 - Purcha	\$418.60	
00009831	WW GRAINGER - Purchase	\$14.82	
00009869	MATERIAL CONTROL INC - Purchas	\$36.66	
00009991	RESPOND FIRST AID - Purchase	\$75.38	
00010043	HOSE & RUBBER SUPPLY - Purchas	\$10.76	
		<b>\$14,240.27</b>	<b>Subtotal for Dept. Waste Water</b>
00009466	SUTHERLANDS 2219 - Purchase	\$26.82	
00010099	HOUSTON SUPPLY 20 - Purchase	\$127.92	
00010024	BEARING BELTCHAIN00244 - Purch	\$42.49	
00010087	HOUSTON SUPPLY 20 - Purchase	\$11.64	
00009836	RADIOSHACK COR00186973 - Purch	\$69.98	
00009729	NETWORK FLEET. INC. - Purchase	\$129.75	
00009477	FINISH LINE SYSTEMS LL - Purch	\$3,163.05	
00009695	BEST BUY 00015271 - Purch	\$54.99	
00009751	USPS 57155809430310940 - Purch	\$59.69	
00009557	NETWORK FLEET. INC. - Purchase	\$129.75	

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00009921	GANNETT GRILL - LANDER - Purch	\$25.03
00009771	CPU VENTURE TECH NETWO - Purch	\$119.95
00009778	UNITED STATES WELDING - Purcha	\$18.55
00009950	WAL-MART #3778 - Purchase	\$40.82
00009829	NORCO INC - Purchase	\$97.25
00009665	CASPER COLLEGE - Purchase	\$140.00
00010144	UNION TELEPHONE COMPAN - Purch	\$393.76
00009897	USPS 57155809430310940 - Purch	\$16.20
00010079	USPS 57155809430310940 - Purch	\$14.80
00009593	PONY GRILL AND BAR - Purchase	\$10.47
00009566	CASPER COLLEGE - Purchase	\$204.00
00009584	SMITHS FOOD #4185 - Purchase	\$15.00
00009563	HOLIDAY INNS - Purchase	\$91.30
00010080	BEARING BELTCHAIN00244 - Purch	\$3.98
00009535	BEARING BELTCHAIN00244 - Purch	\$138.54
00009617	AMBI MAIL AND MARKETIN - Purch	\$46.44
00010051	HOMAX OIL SALES INC - Purchase	\$86.40
00009591	HOLIDAY INN FB - Purchase	\$13.82
00009638	BEST BUY 00015271 - Purch	\$129.98
00010081	MOBILE CONCRETE, INC - Purchas	\$107.00
00009579	WYOMINGS RIB & CHOPS H - Purch	\$16.23
00009599	PACIFIC HIDE AND FUR # - Purch	\$30.76
00009540	ALSCO SLCAS - Purchase	\$23.28
00009530	INTERMOUNTAIN SALES, I - Purch	\$478.55
00010025	SAMSCLUB #6425 - Purchase	\$55.76
00010098	ENERGY LABORATORIES - Purchase	\$45.00
00009961	INTUIT TOKAY SOFTWARE - Purch	\$530.00
00009875	CASPER WINNELSON CO - Purchase	\$14.95
00009964	MR. D'S FOOD CENTER - Purchase	\$17.80
00009853	BEST BUY 00015271 - Credi	(\$151.94)
00009709	TOP OFFICE PRODUCTS - Purchase	\$108.28
00009966	HARBOR FREIGHT TOOLS 3 - Purch	\$5.98
00010126	ALSCO SLCAS - Purchase	\$453.41
00009956	BEARING BELTCHAIN00244 - Purch	\$13.70
00009713	FINISH LINE SYSTEMS LL - Purch	\$2,578.36
00009672	MOUNTAIN STATES LITHOG - Purch	\$157.76
00009883	HOLIDAY LODGE - Purchase	\$65.40
00009887	ITRON, INC. - Purchase	\$1,282.68
00010122	WYOMING ASSOCIATION OF - Purch	\$295.00
00010002	ALSCO SLCAS - Purchase	\$17.61
00009450	AMERICAN WATERWORKS - Purchase	\$183.00
00009654	BEST BUY 00015271 - Credi	(\$99.99)
00009507	FINISH LINE SYSTEMS LL - Purch	\$1,036.97
00009838	HACH COMPANY - Purchase	\$896.11
00009816	ATLAS OFFICE PRODUCTS - Purcha	\$124.68
00009813	BEST BUY 00015271 - Purch	\$151.94
00009812	RMI - CASPER - Purchase	\$156.95
00010134	ACS GOVERNMENT SYSTEMS - Purch	\$750.00
00009821	WAL-MART #3778 - Purchase	\$6.88
00009911	ATLANTIC ELECTRIC - Purchase	\$1,100.00

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

00009880 RHINO LINING OF CASPER - Purch	\$350.00	
00009463 BEARING BELTCHAIN00244 - Purch	\$6.99	
00009985 BEARING BELTCHAIN00244 - Purch	\$46.69	
00009697 SAMSClub #6425 - Purchase	\$47.09	
	<b>\$16,325.25</b>	<b>Subtotal for Dept. Water</b>
00010029 ATLAS OFFICE PRODUCTS - Purcha	\$13.91	
00009777 FEDEX 90752221 - Purchase	\$43.12	
00010147 INDUSTRIAL MAINTAINCE - Purcha	\$100.00	
00009817 WW GRAINGER - Purchase	\$275.04	
00010132 ABB INC - Purchase	\$2,810.81	
00009820 COLMAN EQUIPMENT - Purchase	\$31.45	
00009903 HENSLEY BATTERY & ELEC - Purch	\$52.68	
00009857 DENVER INDUSTRIAL PUMP - Purch	\$96.63	
00009884 AMERIGAS propane - Purchas	\$22.94	
00009523 WW GRAINGER - Purchase	\$138.60	
00010062 LONG BLDG. TECHNOLOGIE - Purch	\$913.21	
00009877 SUTHERLANDS 2219 - Purchase	\$61.73	
00009851 USPS 57155809430310940 - Purch	\$6.49	
00010202 UPS 0000008F045W094 - Purchase	\$163.48	
00009659 WATERWORKS INDUSTRIES - Purcha	\$1,360.00	
00009865 WESTERN STATES FIRE PR - Purch	\$382.20	
00009642 XEROX CORP - RBO - Purchase	\$170.90	
00009802 ATLAS OFFICE PRODUCTS - Purcha	\$77.71	
00009846 CRUM ELECTRIC SUPPLY C - Credi	(\$220.00)	
00010096 WEAR PARTS INC - Purchase	\$19.59	
00009560 ALSCO SLCAS - Purchase	\$68.80	
00010012 SUTHERLANDS 2219 - Purchase	\$16.72	
00009748 UPS 0000008F045W084 - Purchase	\$237.57	
00009567 ALSCO SLCAS - Purchase	\$69.60	
00010106 HAJOCA KEENAN SUPP 25 - Purcha	\$37.54	
00010151 USPS 57627004930333223 - Purch	\$9.80	
00009737 COASTAL CHEMICAL CO LL - Purch	\$1,408.25	
00010230 ALSCO SLCAS - Purchase	\$69.28	
00009487 NOV WILSON - Purchase	\$449.15	
00009924 USPS 57155809430310940 - Purch	\$18.27	
00009861 CRUM ELECTRIC SUPPLY C - Purch	\$220.00	
00010111 ALBERTSONS #2060 - Purchase	\$81.79	
00009927 SUTHERLANDS 2219 - Purchase	\$34.78	
00009724 EUROFINS EATON ANALYTI - Purch	\$100.00	
00009761 ALSCO SLCAS - Purchase	\$34.40	
00009940 WW GRAINGER - Purchase	\$12.80	
	<b>\$9,389.24</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
00009944 BAILEYS ACE HARDWARE - Purchas	\$47.94	
00010203 BAILEYS ACE HARDWARE - Purchas	\$55.93	
00009872 CASPER FIRE EXTINGUISH - Purch	\$181.68	
00009511 MURDOCH'S RANCH & HOME - Purch	\$429.99	
00009873 THE HON CO. CUST. SERV - Purch	\$500.00	
00009928 INTL SOC ARBORICULTURE - Purch	\$182.00	
	<b>\$1,397.54</b>	<b>Subtotal for Dept. Weed And Pest</b>

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

**\$160,700.38** Subtotal for Vendor

## PEAKS TO PLAINS DESIGN, P.C.

1169 AMENDMENT NO 1 - I25/SHOSHONI

\$1,603.65

**\$1,603.65** Subtotal for Dept. Parks

**\$1,603.65** Subtotal for Vendor

## PEPSI COLA OF CASPER

525650 CONCESSION SUPPLIES

\$141.50

475657 CONCESSION SUPPLIES

\$3,052.75

525631 CONCESSION SUPPLIES

\$3,524.90

475608 CONCESSION SUPPLIES

\$2,486.55

**\$9,205.70** Subtotal for Dept. Casper Events Center

27699 PRODUCT

\$132.80

27889 PRODUCT

\$182.80

**\$315.60** Subtotal for Dept. Ice Arena

**\$9,521.30** Subtotal for Vendor

## PHIPPS CONSTRUCTION

0049 RETAINAGE

(\$10,100.00)

**(\$10,100.00)** Subtotal for Dept. Capital Projects

0049 CASPER YOUTH BASEBALL FIELD OF

\$101,000.00

**\$101,000.00** Subtotal for Dept. Parks

**\$90,900.00** Subtotal for Vendor

## POLICE DEPT

RIN0023499 TOBACCO COMPLIANCE INSPECTIONS

\$315.57

**\$315.57** Subtotal for Dept. Police Grants

**\$315.57** Subtotal for Vendor

## POST, CRAIG M

0021795697 DEPOSIT/CREDIT REFUND

\$29.12

**\$29.12** Subtotal for Dept. Water

**\$29.12** Subtotal for Vendor

## POWDER RIVER SHREDDERS LLC

6361 SHREDDING

\$21.00

**\$21.00** Subtotal for Dept. Municipal Court

**\$21.00** Subtotal for Vendor

## PROCHNOW, JOE

0021757059 DEPOSIT/CREDIT REFUND

\$9.34

**\$9.34** Subtotal for Dept. Water

**\$9.34** Subtotal for Vendor

## PROFORMA PACIFIC GRAPHICS

0157006078 1099 SUPPLIES

\$376.60

**\$376.60** Subtotal for Dept. Finance

**\$376.60** Subtotal for Vendor

## PTI GROUP USA

RIN0023493 REFUND OVER PAYMENT A/R ACCT

\$4,526.17

**\$4,526.17** Subtotal for Dept. General Fund

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

## PUBLIC SAFETY COMMUNICATIONS CENTER

734/110975 PSCC MONTHLY USER FEES

1276/110976 PSCC MONTHLY USER FEES

## QUALITY OFFICE SOLUTIONS

0051732-001 OFFICE SUPPLIES

0048524-001 OFFICE SUPPLIES

0048789-001 OFFICE SUPPLIES

0051748-001 OFFICE SUPPLIES

0048788-001 OFFICE SUPPLIES

0051745-002 OFFICE SUPPLIES

0050552-001 OFFICE SUPPLIES

0048787-001 OFFICE SUPPLIES

0051871-001 OFFICE SUPPLIES

0051574-001 OFFICE SUPPLIES

0051717-001 OFFICE SUPPLIES

0051557-001 OFFICE SUPPLIES

0051732-001 OFFICE SUPPLIES

0051719-001 OFFICE SUPPLIES

0051654-001 OFFICE SUPPLIES

0051745-001 OFFICE SUPPLIES

## RESOURCE STAFFING

2972 LABOR

## ROCKY MOUNTAIN POWER

AP00016703211410 ELECTRICITY

AP00016103211410 ELECTRICITY

RIN0023484 ELECTRICITY

AP00016403211410 ELECTRICITY

AP00016503211410 ELECTRICITY

## SALTUS TECHNOLOGIES, LLC

1401-21 DIGITICKET EQUIP

**\$4,526.17** Subtotal for Vendor

\$720.52

**\$720.52** Subtotal for Dept. Metro Animal

\$560.40

**\$560.40** Subtotal for Dept. Water

**\$1,280.92** Subtotal for Vendor

\$179.18

\$595.35

\$619.42

\$51.13

\$219.75

\$5.79

\$1,176.00

\$3,796.40

**\$6,643.02** Subtotal for Dept. Communications Center

\$76.97

\$114.76

\$6.27

\$34.98

\$254.51

\$14.99

\$197.34

\$178.57

**\$878.39** Subtotal for Dept. Police

**\$7,521.41** Subtotal for Vendor

\$1,064.35

**\$1,064.35** Subtotal for Dept. Casper Events Center

**\$1,064.35** Subtotal for Vendor

\$4,116.56

**\$4,116.56** Subtotal for Dept. Balefill

\$5,398.63

**\$5,398.63** Subtotal for Dept. Parks

\$64.59

**\$64.59** Subtotal for Dept. Planning

\$63,333.32

**\$63,333.32** Subtotal for Dept. Traffic

\$19,898.82

**\$19,898.82** Subtotal for Dept. Water

**\$92,811.92** Subtotal for Vendor

\$93,901.00

**\$93,901.00** Subtotal for Dept. Police Dept

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

**\$93,901.00** Subtotal for Vendor

## SAM PARSON'S UPHOLSTERY

672955 RE-UPHOLSTER DR SEAT

\$194.66

**\$194.66** Subtotal for Dept. Garage

**\$194.66** Subtotal for Vendor

## SKYLINE RANCHES

RIN0023483 MONTHLY SEWER FEES

(\$69.56)

RIN0023483 MONTHLY SEWER FEES

\$695.56

**\$626.00** Subtotal for Dept. Sewer

RIN0023483 MONTHLY SEWER FEES

(\$181.38)

**(\$181.38)** Subtotal for Dept. Waste Water

**\$444.62** Subtotal for Vendor

## SMARSH, INC

463542 10 MONTHS OF HOSTED EMAIL ARCH

\$1,911.00

**\$1,911.00** Subtotal for Dept. City Manager

**\$1,911.00** Subtotal for Vendor

## SOURCE GAS DIST. LLC

207408032811 NATURAL GAS

\$232.68

**\$232.68** Subtotal for Dept. Aquatics

207408032815 NATURAL GAS

\$3,729.41

**\$3,729.41** Subtotal for Dept. Balefill

201625188620 NATURAL GAS

\$388.11

**\$388.11** Subtotal for Dept. Buildings And Grounds

201536205816 NATURAL GAS

\$8,763.60

**\$8,763.60** Subtotal for Dept. Casper Events Center

207408032741 NATURAL GAS

\$475.24

**\$475.24** Subtotal for Dept. Cemetery

201358244070 NATURAL GAS

\$208.74

201358246970 NATURAL GAS

\$174.79

201447218266 NATURAL GAS

\$2,034.04

**\$2,417.57** Subtotal for Dept. City Hall

201002583826 NATURAL GAS

\$34.51

207408032820 NATURAL GAS

\$3,047.32

**\$3,081.83** Subtotal for Dept. Fire

201714175060 NATURAL GAS

\$838.54

**\$838.54** Subtotal for Dept. Fort Caspar

201180306784 NATURAL GAS

\$4,227.24

**\$4,227.24** Subtotal for Dept. Garage

201358243715 NATURAL GAS

\$471.09

**\$471.09** Subtotal for Dept. Golf Course

201091354873 NATURAL GAS

\$1,533.98

**\$1,533.98** Subtotal for Dept. Ice Arena

201091360137 NATURAL GAS

\$1,810.81

**\$1,810.81** Subtotal for Dept. Metro Animal

201358244173 NATURAL GAS

\$15.75

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

	<b>\$15.75</b>	<b>Subtotal for Dept.</b>	Planning
201180302029 NATURAL GAS	\$746.26		
	<b>\$746.26</b>	<b>Subtotal for Dept.</b>	Recreation
201269274173 NATURAL GAS	\$17.76		
	<b>\$17.76</b>	<b>Subtotal for Dept.</b>	Sewer
207408032814 NATURAL GAS	\$9,872.71		
	<b>\$9,872.71</b>	<b>Subtotal for Dept.</b>	Waste Water
207408032813 NATURAL GAS	\$565.11		
207408032772 NATURAL GAS	\$1,374.53		
	<b>\$1,939.64</b>	<b>Subtotal for Dept.</b>	Water
201714169396 NATURAL GAS	\$9,215.48		
	<b>\$9,215.48</b>	<b>Subtotal for Dept.</b>	Water Treatment Plant
	<b>\$49,777.70</b>	<b>Subtotal for Vendor</b>	
<b>STANTEC CONSULTING SVCS INC.</b>			
770925 PROF SVCS NORTH PLATTE RIVER	\$13,779.71		
	<b>\$13,779.71</b>	<b>Subtotal for Dept.</b>	Refuse Collection
	<b>\$13,779.71</b>	<b>Subtotal for Vendor</b>	
<b>STAR LINE FEEDS</b>			
226631 ANIMAL FOOD	\$463.30		
	<b>\$463.30</b>	<b>Subtotal for Dept.</b>	Metro Animal
	<b>\$463.30</b>	<b>Subtotal for Vendor</b>	
<b>STATE OF WY.</b>			
1096 OTHER CONTRACTUAL	\$45.00		
	<b>\$45.00</b>	<b>Subtotal for Dept.</b>	City Attorney
	<b>\$45.00</b>	<b>Subtotal for Vendor</b>	
<b>STELLAR PROGRAMMING &amp; CONSULTING</b>			
1930 CR DB & RTSMART PROGRAMMING	\$1,182.50		
	<b>\$1,182.50</b>	<b>Subtotal for Dept.</b>	Refuse Collection
	<b>\$1,182.50</b>	<b>Subtotal for Vendor</b>	
<b>STEVE THOMAS</b>			
RIN0023464 BOOT REIMBURSEMENT	\$49.60		
	<b>\$49.60</b>	<b>Subtotal for Dept.</b>	Waste Water
	<b>\$49.60</b>	<b>Subtotal for Vendor</b>	
<b>STRATEGIC INSIGHTS, INC.</b>			
14PLAN-IT-049 PLANIT LICENSE	\$2,925.00		
	<b>\$2,925.00</b>	<b>Subtotal for Dept.</b>	City Manager
	<b>\$2,925.00</b>	<b>Subtotal for Vendor</b>	
<b>SYSCO FOOD SVCS. CORP.</b>			
403110572 OPERATING SUPPLIES-CATERING	\$3,144.52		
403051281 OPERATING SUPPLIES-CATERING	\$4,086.21		
403051282 CONCESSION SUPPLIES	\$5,299.54		
402260486 CONCESSION SUPPLIES	\$332.99		
402210659 CONCESSION SUPPLIES	\$5,300.89		
403110573 CONCESSION SUPPLIES	\$3,267.36		
402260487 OPERATING SUPPLIES-CATERING	\$6,483.67		

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

403120501 OPERATING SUPPLIES-CATERING	\$728.33	
402280655 OPERATING SUPPLIES-CATERING	\$278.68	
403140630 CONCESSION SUPPLIES	\$2,009.40	
402270697 OPERATING SUPPLIES-CATERING	\$202.70	
403120502 CONCESSION SUPPLIES	\$478.44	
403130271 OPERATING SUPPLIES-CATERING	\$109.29	
402270697 CONCESSION SUPPLIES	\$474.48	

**\$32,196.50** Subtotal for Dept. Casper Events Center  
**\$32,196.50** Subtotal for Vendor

## TELVUE CORPORATION

06278 CABLE UPGRADE

\$9,890.00  
**\$9,890.00** Subtotal for Dept. City Manager  
**\$9,890.00** Subtotal for Vendor

## TONY MANDARICH

001 METH CONF SPEAKER

\$3,790.50  
**\$3,790.50** Subtotal for Dept. Police Grants  
**\$3,790.50** Subtotal for Vendor

## TOP OFFICE PRODUCTS

138177 OFFICE SUPPLIES

\$45.94  
**\$45.94** Subtotal for Dept. Municipal Court  
**\$45.94** Subtotal for Vendor

## TRACY LONG

RIN0023465 BOOT REIMBURSEMENT

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

## URGENT CARE OF CASPER LLC.

1835858 DOT PHYSICAL

\$90.00  
**\$90.00** Subtotal for Dept. Balefill

1835859 DRUG SCREENS

\$66.00

1835863 DRUG SCREEN

\$225.00

**\$291.00** Subtotal for Dept. Fire

1835859 DRUG SCREENS

\$203.00

1835961 DRUG SCREENS

\$336.00

1835861 DRUG SCREENS

\$270.00

**\$809.00** Subtotal for Dept. Human Resources

1835864 DRUG SCREENS

\$235.00

6362 MEDICAL TESTING

\$357.00

**\$592.00** Subtotal for Dept. Police

1835858 HEP B VACC

\$58.00

**\$58.00** Subtotal for Dept. Waste Water

**\$1,840.00** Subtotal for Vendor

## VERIZON WIRELESS

9720990570 WIRELESS SERVICE

\$88.88

**\$88.88** Subtotal for Dept. Communications Center

9721911448 WIRELESS SERVICE

\$1,610.98

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

	<b>\$1,610.98</b>	<b>Subtotal for Dept.</b>	<b>Fire</b>
9721260774 WIRELESS SERVICE	\$80.04		
	<b>\$80.04</b>	<b>Subtotal for Dept.</b>	<b>Garage</b>
9720990570 WIRELESS SERVICE	\$178.88		
	<b>\$178.88</b>	<b>Subtotal for Dept.</b>	<b>Metro Animal</b>
9720990571 WIRELESS SERVICE	\$2,641.56		
9720990570 WIRELESS SERVICE	\$151.91		
	<b>\$2,793.47</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
9721911449 WIRELESS SERVICE	\$40.01		
	<b>\$40.01</b>	<b>Subtotal for Dept.</b>	<b>Special Assistance</b>
	<b>\$4,792.26</b>	<b>Subtotal for Vendor</b>	
<b>VERMEER SALES &amp; SVC. OF COLORADO</b>			
S40972A SERVICE CALL, PARTS, LABOR	\$11,390.52		
	<b>\$11,390.52</b>	<b>Subtotal for Dept.</b>	<b>Property &amp; Liability Insurance</b>
	<b>\$11,390.52</b>	<b>Subtotal for Vendor</b>	
<b>VIEWPOINT GOVERNMENT SOLUTIONS, INC.</b>			
1632 PERMIT PORTAL GRANT	\$7,000.00		
	<b>\$7,000.00</b>	<b>Subtotal for Dept.</b>	<b>Planning</b>
	<b>\$7,000.00</b>	<b>Subtotal for Vendor</b>	
<b>VISION SVC. PLAN</b>			
RIN0023497 COBRA EMPLOYEE BENEFITS	\$30.63		
RIN0023498 RETIREES/EMPLOYEE BENEFITS	\$1,064.60		
	<b>\$1,095.23</b>	<b>Subtotal for Dept.</b>	<b>Health Insurance</b>
	<b>\$1,095.23</b>	<b>Subtotal for Vendor</b>	
<b>WEAR PARTS, INC.</b>			
305974 FILTER (CLEANED)	\$27.00		
305125 FILTER (CLEANED)	\$27.00		
305974 FILTER, AIR	\$13.50		
	<b>\$67.50</b>	<b>Subtotal for Dept.</b>	<b>Garage</b>
	<b>\$67.50</b>	<b>Subtotal for Vendor</b>	
<b>WEST PLAINS ENGINEERING, INC.</b>			
BC13014-1007 CEC ARENA LIGHTING RETROFIT	\$805.00		
	<b>\$805.00</b>	<b>Subtotal for Dept.</b>	<b>City Manager</b>
BC13001-1009 FIRE STATION #1 EMERGENCY	\$102.50		
	<b>\$102.50</b>	<b>Subtotal for Dept.</b>	<b>Fire</b>
	<b>\$907.50</b>	<b>Subtotal for Vendor</b>	
<b>WESTLAND PARK-RED BUTTES IMPROVEMENT &amp; SVC.</b>			
RIN0023482 MONTHLY SEWER FEES	(\$346.50)		
RIN0023482 MONTHLY SEWER FEES	\$3,465.00		
	<b>\$3,118.50</b>	<b>Subtotal for Dept.</b>	<b>Sewer</b>
RIN0023482 MONTHLY SEWER FEES	(\$624.11)		
	<b>(\$624.11)</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
	<b>\$2,494.39</b>	<b>Subtotal for Vendor</b>	
<b>WORTHINGTON, LENHART &amp; CARPENTER</b>			
2014-10264 SURVEYING	\$550.00		

# Bills and Claims

City of Casper

19-Mar-14 to 27-Mar-14

2014-10319 DESIGN & CA FOR HIGHLAND PARK/

**\$550.00** Subtotal for Dept. Engineering  
\$8,778.00  
**\$8,778.00** Subtotal for Dept. Streets  
**\$9,328.00** Subtotal for Vendor

**WRIGHT BROTHERS, THE BUILDING COMPANY**  
10 CASPER FIR-EMS STATION #2 EXTE

\$118,768.82  
**\$118,768.82** Subtotal for Dept. Fire  
**\$118,768.82** Subtotal for Vendor

**WY. MACHINERY CO.**

S1243101 BUCKET FOR SKID STEER  
R12003071 CREDIT MEMO  
WO 3558698 REPAIRS TO UNIT 141479

\$1,804.00  
(\$5,527.50)  
\$345.00  
**(\$3,378.50)** Subtotal for Dept. Balefill  
\$39,718.63  
**\$39,718.63** Subtotal for Dept. Garage  
**\$36,340.13** Subtotal for Vendor

CP85365 PARTS AND LABOR

**YOUTH CRISIS CENTER CORP.**  
FEB2014 YOUTH CRISIS CENTER EXPENSES

\$5,090.40  
**\$5,090.40** Subtotal for Dept. Social Community Services  
**\$5,090.40** Subtotal for Vendor

**ZINNINER, BRITTANY**  
0021795696 DEPOSIT/CREDIT REFUND

\$49.65  
**\$49.65** Subtotal for Dept. Water  
**\$49.65** Subtotal for Vendor

**Grand Total** **\$2,837,959.57**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 04/01/14

**Payroll Disbursements**

3/13/14	CITY/FIRE PAYROLL	\$	1,315,097.46
3/13/14	Benefits & Deductions	\$	243,035.62
3/26/14	FIRE PAYROLL	\$	170,715.77
3/26/14	Benefits & Deductions	\$	31,347.58
3/27/14	CITY PAYROLL	\$	1,151,416.89
3/27/14	Benefits & Deductions	\$	195,452.13

<b>Total Payroll</b>	<b>\$ <u>3,107,065.45</u></b>
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**Additional Fees**

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

<b>Total Additional AP</b>	<b>\$ <u>-</u></b>
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March 26, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director  
Joshua Bake, Urban Renewal Manager

SUBJECT: Establishment of Public Hearing Date for Consideration of the Sale of City-Owned Property for Economic Development Purposes Pursuant to W.S. § 15-1-112(b)(i)(D).

Recommendation:

That Council, by minute action, establish May 6, 2014, as the public hearing date, for consideration of the sale of City-owned property located at 319 W. Midwest Ave., described as Lot 1, OYD No. 2 Subdivision, An addition to the City of Casper, Wyoming being a portion of the SE¼ NW¼ of Section 9, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming for economic development purposes pursuant to W.S. § 15-1-112(b)(i)(D).

Summary:

The City of Casper has a potential buyer interested in purchasing and redeveloping the above described real property for a use which will benefit the economic development of the municipality.

This property is located in the Old Yellowstone District and is a catalyst to the redevelopment initiatives along Midwest Avenue. Built in 1912 as a grocery warehouse, the building has typically been used as a warehouse of some form since then. The building is approximately 29,000 square feet in size, and has a solid structure with unique architectural features which make it a prime property for redevelopment into a mixed use building. City staff recognized the reuse opportunities for this “gem.” The City purchased the property in 2012.

With Council’s direction, City staff pursued a replat of the property in November 2013, dividing it into two, distinct parcels. The smaller sizes of parcels are more conducive to marketing the existing building for redevelopment. The aforementioned parcel, 319 W. Midwest Ave. is approximately 12,411 square feet in size. The second parcel, 321 W. Midwest Ave., is approximately 16,608 square feet in size. This parcel was recently leased with an option to buy to the Casper Artist’s Guild.

Staff is recommending that this property, following a public hearing, be sold to a potential buyer for a use that Council determines will benefit the economic development of the municipality.

March 24, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Administrative Services Director  
SUBJECT: New Retail Liquor License

Recommendation:

That Council, by minute action, establish May 6, 2014, as the public hearing date for the consideration of the issuance, with conditions specific to this location, of a new Retail Liquor License to Urban Market Wines LLC, d.b.a. Urban Market Wines, located at 319 West Midwest Avenue.

Summary:

An application has been received for a new Retail Liquor License, to Urban Market Wines, LLC, d.b.a. Urban Market Wines, located at 319 West Midwest Avenue.

The application is currently being reviewed and the State of Wyoming Liquor Division. Pending resolution of any issues that may be identified during the review, the license application is contingent on purchase, certificate of occupancy and allowing for sale of alcohol on premise. This will be presented to the Council for consideration at the May 6, 2014 public hearing. Notice of the public hearing is currently being published once a week for four consecutive weeks in a local newspaper as required.

March 24, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Administrative Services Director  
SUBJECT: New Restaurant Liquor License

Recommendation:

That Council, by minute action, establish May 6, 2014, as the public hearing date for the consideration of the issuance of a new Restaurant Liquor License to Midwest Urban Development LLC, d.b.a. Midwest Market, located at 319 West Midwest Avenue.

Summary:

An application has been received for a new Restaurant Liquor License, to Midwest Urban Development, LLC, d.b.a. Midwest Market, located at 319 West Midwest Avenue.

The application is currently being reviewed and the State of Wyoming Liquor Division. Pending resolution of any issues that may be identified during the review, the license application is contingent on purchase, certificate of occupancy and allowing for sale of alcohol on premise. This will be presented to the Council for consideration at the May 6, 2014 public hearing. Notice of the public hearing is currently being published once a week for four consecutive weeks in a local newspaper as required.

March 24, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Issuance of Restaurant Liquor License

Recommendation:

That Council, by minute action, authorize the issuance of a Restaurant Liquor License to III Botticelli Ristorante, Inc, d.b.a. Botticelli's, located at 129 West 2<sup>nd</sup> Street.

Summary:

An application has been received for a Restaurant Liquor License, to III Botticelli Ristorante, Inc, d.b.a. Botticelli's, located at 129 West 2<sup>nd</sup> Street.

The conditions for holding a restaurant liquor license are:

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

As required by State Statute, a notice was published in a local newspaper once a week for four consecutive weeks.

March 24, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Administrative Services Director  
SUBJECT: Public Hearing for Resort Liquor License #4

Recommendation:

That Council, by minute action, authorize the issuance of Resort Liquor License #4 to Casper Hospitality, LLC d.b.a. Courtyard by Marriott, located at 4260 Hospitality Lane.

Summary:

An application has been received for a Resort Liquor License from Casper Hospitality, LLC d.b.a. Courtyard by Marriott, located at 4260 Hospitality Lane, located at 4260 Hospitality Lane. The Courtyard by Marriott choose to apply for a new resort license due to a formation of a new company instead of transferring ownership of the license. There is no limit on the number of Resort Liquor Licenses available for issuance in the City of Casper.

To qualify for a resort liquor license, the resort complex must:

- Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars, excluding the value of the land.
- Include a restaurant and convention facility, which convention facility shall seat no less than one hundred persons.
- Include motel or hotel accommodations with a minimum of one hundred sleeping rooms.

Additional stipulations for resort liquor licenses are:

- Upon approval of the City Council, license ownership may be transferred to a purchaser or lessee of the licensed premises, but the license may not be transferred to another location.
- Resort Liquor Licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee.

Casper Hospitality LLC is an active corporation formed in Wyoming and is in good standing with the Wyoming Secretary of State. The stock holders of Casper Hospitality LLC along with the percentage of stock held are:

James Patrick Koehler 100%

The applicant on his application has represented that he has met all the stipulations for a Resort Liquor License.

As required by State Statute, a notice was published in a local newspaper once a week for four consecutive weeks.

March 26, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Public Hearing for consideration of an annexation and plat creating the Ujvary Addition, and the zoning of said Ujvary Addition as R-2 (One Unit Residential).

Recommendation:

That Council, by ordinance, approve the annexation and plat creating the Ujvary Addition, and the zoning of said Ujvary Addition as R-2 (One Unit Residential).

Summary:

An application has been received to annex and plat 2.63 acres, more or less, located northeast of the intersection of Gardenia and Paradise Drive, to create the Ujvary Addition. The applicants have applied for R-2 (One Unit Residential) zoning for the subdivision. The subject property is surrounded by unincorporated (County) properties on the north, east and south, and by City properties zoned R-2 (One Unit Residential) to the west. Land uses in the immediate area are predominantly single-family residential, with the exception of the Paradise Valley Elementary School located to the southwest. The proposed plat is creating nine (9) lots ranging in size from approximately 9,400 square feet up to approximately 18,400 square feet in size.

The Planning and Zoning Commission included a recommended condition of approval that the applicants obtain the City Engineer's approval of a stormwater drainage study, prior to the recording of the plat. A traffic study was not required because of the limited number of lots in the subdivision. Access to the individual lots will be via a new dead-end street, Lupine Lane, located off Paradise Drive. Dead-end streets are generally not favored because they limit access to a single point of entry and don't provide for connectivity with surrounding development. For these reasons, staff always attempts to discourage dead-end streets when a subdivision is being platted. There is a significant area located east of the proposed Ujvary Addition that presently consists of large lot, single-family residences. At some point in the future, it is conceivable that development pressures may open this area up to additional residential development. The cul-de-sac on Lupine Lane includes a fifty (50) foot "gap" of unplatted County land with frontage on the cul-de-sac. This fifty (50) foot gap could provide for the future extension of the road to the east if/when it becomes needed. The Planning and Zoning Commission also included a recommended condition of approval that would require the applicants to

maintain the fifty (50) foot gap so as to have adequate width available for a future right-of-way if it is ever needed to serve the properties to the east. Until the time that a street to the east is necessary, Lupine Lane will terminate as a standard City cul-de-sac.

The Planning and Zoning Commission included another recommended condition of approval that the Ujvary Simple Subdivision, a County plat, be replatted prior to the recording of the Ujvary Addition by the City. Tract 1B of the Ujvary Simple Subdivision is currently accessed via an easement that will be lost as a result of the annexation and platting of the Ujvary Addition by the City. In order to ensure that access is maintained for Tract 1B, a replat of the Ujvary Simple Subdivision will be necessary. Once the new County replat is approved, and access is re-established, the City will record the Ujvary Addition plat.

The Planning and Zoning Commission recommended approval of the annexation, plat, with the two previously specified conditions, and R-2 (One Unit Residential) zoning after a public hearing on February 25, 2014. There were no public comments received.

The Comprehensive Land Use Plan is the planning document that describes the values and ideals expressed by the community for its future. The Plan was created in 2000 and was based on approximately two (2) years of citizen meetings and visioning intended to create a set of goals and policies regarding land use in the Casper area. Whenever a zone change is proposed, the Planning and Zoning Commission and City Council should base their decisions on whether to approve it on the criteria expressed in the Comprehensive Land Use Plan. Furthermore, Section 17.12.170 of the Casper Municipal Code specifies that staff must review zoning applications in context with the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council based on whether the zoning proposal conforms to the Plan.

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City's policy regarding future zoning and land use patterns. It also provides assurance and direction to property owners and the private development sector with respect to the desired development activity of specific areas. In this case, the Future Land Use Plan element of the 2000 Casper Area Comprehensive Land Use Plan identifies this area to be appropriately developed as "multi-family." The Comprehensive Land Use Plan states that areas shown in the plan as multi-family residential are designated for apartment, condominiums and similar higher density types of dwelling units. The proposed R-2 (One Unit Residential) zoning of the subject property is a less intensive land use than what was envisioned in the 2000 Comprehensive Land Use Plan.

The Comprehensive Land Use Plan establishes a list of visions, principles and goals to guide the City's land use policies and decisions. With regard to the current proposal, the

development of the area as proposed is supported by the following visions, principles and goals:

**Vision 1: Diverse Economy** –An expanded, more diversified, and stable economy that continuously grows news jobs that pay a higher wage than the current average.

Principle E – Balance Housing Supply with Demands Created by Economic Growth.

Goal 7 –Provide a variety of housing types and densities offering convenient and affordable housing to meet the demands created by growth in industrial and commercial development.

**Vision 3: Compact Development** – A compact development pattern of cohesive neighborhoods and corridors.

Principle K – Direct Growth to Encourage Infill and Redevelopment.

**Vision 9: Attainable Housing** – A community that offers a full range of housing types to meet the needs and expectations of people of all incomes, lifestyles, and age groups.

Principle Z – Provide for Adequate Attainable Housing.

Goal 48 – Promote the availability of adequate, safe, and well-served housing for all age groups and populations in the Casper area.

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

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

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

An ordinance and a subdivision agreement have been provided for Council’s consideration.

Paradise Valley Park

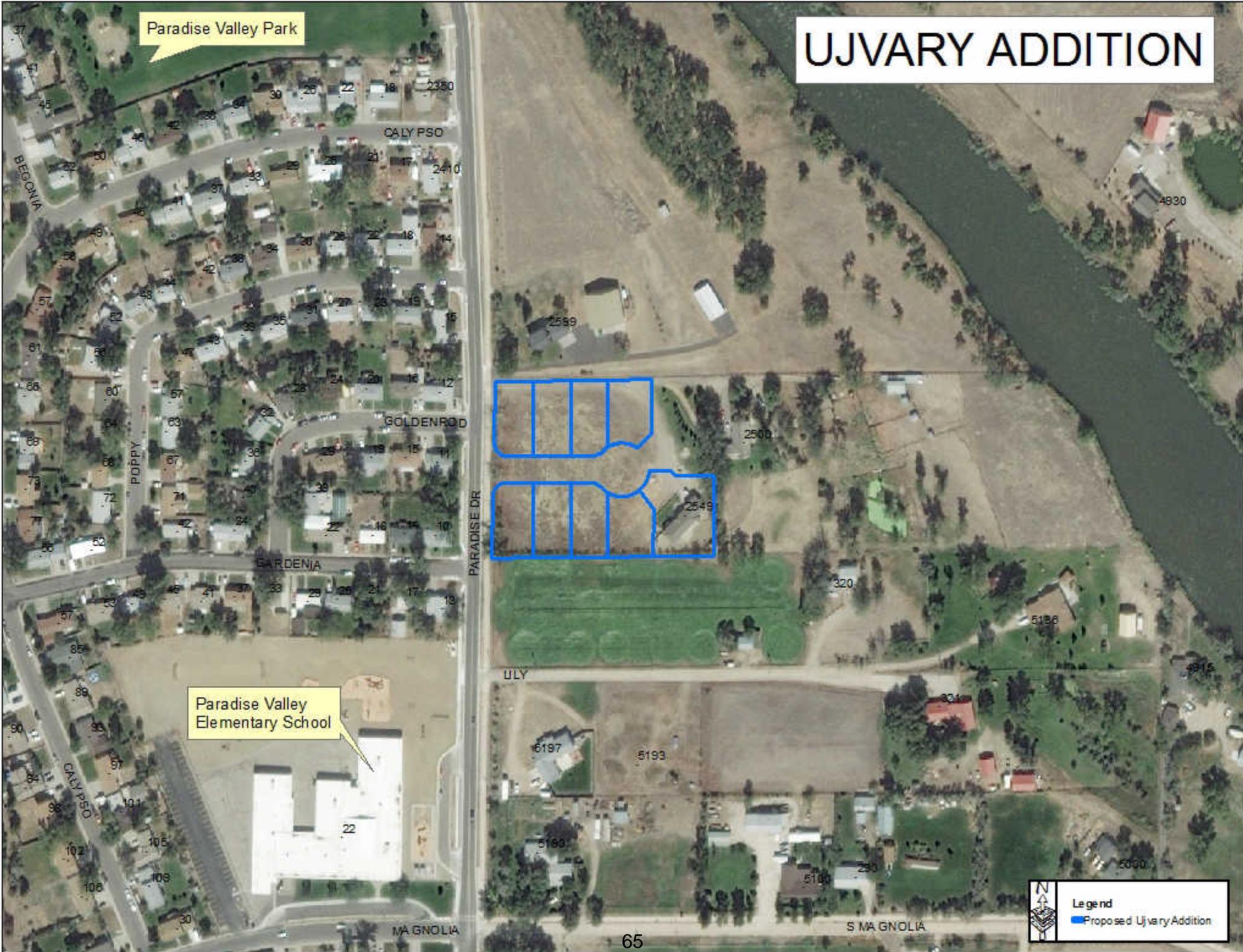
# UJVARY ADDITION

Paradise Valley Elementary School



Legend

- Proposed Ujvary Addition



ORDINANCE NO. 6-14

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING FOR THE UJVARY ADDITION; AND ALSO APPROVING THE UJVARY ADDITION SUBDIVISION AGREEMENT

WHEREAS, the Joe and Vicki Ujvary Living Trust, dated July 28, 2006, and Jason and Ashley Ujvary have applied to annex, plat and zone as R-2 (One Unit Residential) a 2.63-acre parcel, located in and being a portion of the SW1/4SW1/4 Section 13, T33N, R80W, 6<sup>th</sup> P.M., Natrona County Wyoming, to create the Ujvary Addition; 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 and plat creating the Ujvary Addition, and the zoning of the same as R-2 (One Unit Residential), following a public hearing on February 25, 2014.

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

SECTION 1:

The annexation of a 2.63-acre parcel to create the Ujvary Addition is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat creating the Ujvary Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and the Joe and Vicki Ujvary Living Trust, dated July 28, 2006, and Jason and Ashley Ujvary for the Ujvary Addition is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

The Ujvary Addition shall be zoned R-2 (One Unit Residential).

SECTION 5:

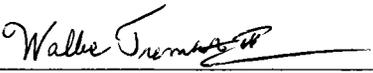
| This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2014.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2014.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 20, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Linda Witko, Assistant City Manager  
SUBJECT: "Bring Your Own Device" Pilot

Recommendation:

That Council, by resolution, authorize a contract with Zunesis Inc., of Centennial, Colorado, in an amount not to exceed \$5,500, to provide professional services for the setup and configuration of a Citrix XenDesktop virtual environment.

Summary:

As mobile devices become more prevalent, so does the need for people to be able to access network systems using these products. Over the past several months, staff has been evaluating options to provide access to City resources via mobile and other Internet connected systems. Zunesis will be contracted to provide professional services for a pilot project to test such access. Upon successful completion of the pilot, software licensing, in the amount of \$18,150, will be purchased to create the core infrastructure of the "Bring Your Own Device" (BYOD) environment. A rollout plan will then be developed to enable City staff to begin using the solution.

A resolution and contract have been prepared for consideration.

Funding for this contract will come from remaining 1%13 capital technologies.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 1st day of April, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Zunesis, Inc., 9000 E Nichols Ave, Centennial, CO, 80112 (“Contractor”).

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

### RECITALS

- A. The City is undertaking a proof of concept for a “Bring Your Own Device” solution.
- B. The project requires professional services to setup and configure a Citrix XenDesktop virtual environment.
- 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:

Setup and configure a Citrix XenDesktop VDI Pilot, which includes remote access via Citrix VPX Netscaler and XenApp published applications running in the existing VMware and Storage Environment.

- Schedule a Pre-Planning meeting to review schedules, priorities, expectations, requirements and confirm the communication plans. This meeting will also be used to start putting the detailed project plan in place.
- Install Citrix XenDesktop environment.
  - Use existing VMware and storage environment.
  - A single Desktop Delivery Controller.

- Deploy two end user VDI desktops using the Machine Creation Service from a City provisioned Windows 7 VMware machine.
- Publish two City defined applications to the virtual environment.
  - Present via XenApp.
  - Applications will be limited to standard production applications. Examples may include Microsoft Office, 7-Zip, Internet Explorer.
- Configure a single Citrix VPX for remote access.
  - Integrate with existing farm.
  - Deploy customer provided SSL certificates to secure remote access.
  - Assist with the configuration of Cisco ASA firewalls.
- Test internal and remote access using up to two City provided end points.
- Knowledge transfer will be provided throughout the process.

In accordance with the project, the City shall

- Designate a project representative for City who will be the single point of contact for work performed.
- Communicate any project changes to the Contractor Project Manager in a timely manner.
- Provide adequate working conditions when Contractor is performing work on Client's premises, such as office, desk, telephone, and/or data communications to perform required work.
- Provide access to all necessary facilities and systems, such as keys, passwords, etc. required to successfully complete assigned work.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 16th day of May, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Five Thousand Five Hundred Dollars (\$5,500).

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:

Walter Tremblay

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

WITNESS

CONTRACTOR  
Zunesis, Inc.

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

By: Justin P. McDonald

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

Printed Name: Justin P. McDonald

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

Title: Treasurer, Board of Directors

## **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.

RESOLUTION NO. 14-69

A RESOLUTION AUTHORIZING A CONTRACT WITH ZUNESIS, INC. TO PROVIDE A CITRIX XENDESKTOP PILOT.

WHEREAS, the City of Casper desires professional services to setup and configure a Citrix XenDesktop virtual environment; and,

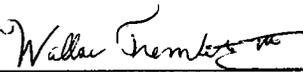
WHEREAS, ZUNESIS, Inc., located in Centennial, Colorado, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with ZUNESIS, Inc., for professional services to setup and configure a Citrix XenDesktop VDI Pilot.

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 Five Thousand Five Hundred Dollars (\$5,500).

PASSED, APPROVED, AND ADOPTED on this 1st day of April, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 13, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Linda Witko, Assistant City Manager  
SUBJECT: EMC VNX Storage Array

Recommendation:

That Council, by resolution, authorize a contract with Information Systems Consulting (ISC), Inc., of Casper, Wyoming, in an amount not to exceed \$143,435, to provide professional services for the purchase and installation of two EMC VNX 5200 Unified Storage Arrays.

Summary:

The City's current data storage system has been in place since 2008 and is nearing end of life for housing critical networked information. Staff evaluated products from three different manufacturers and chose EMC because of a combination of price and functionality. Two VNX 5200 Unified Storage Arrays are being purchased, one as a replacement to the current product, and the other to provide redundancy and serve as a data repository for public safety at the new dispatch center.

ISC, who has an agreement with the Western States Contracting Alliance to resale the EMC product to the City of Casper, will also complete the installation and configuration of these devices.

A resolution and contract have been prepared for consideration.

Funding for this contract will come from capital technologies and 1%14 funds for Police.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 1<sup>st</sup> day of April, 2014, by and between the following parties:

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

2. ISC, INC., 401 East E Street, Casper, WY, 82601 (“Contractor”).

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

### RECITALS

A. The City is undertaking the installation of two EMC VNX 5200 Unified Storage Arrays one located at City Hall and one at the new Dispatch Center.

B. The project requires equipment and professional services for planning, configuration, and implementation of the storage arrays.

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

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

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

#### 1. SCOPE OF SERVICES:

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

- Provide all equipment listed in Attachment A and Attachment B.. However, the document titled *General Sales Terms & Conditions – ISC, Inc.*, that was included with Attachment A shall not apply to this Contract.
- Assign a person to work directly with the City as the main point of contact.
- Planning Stage:
  - Assign a project manager to work directly with City’s project manager.
  - Discuss the equipment arrival and installation plans with the City.
  - Verify all equipment is accounted for and not visibly damaged.

- Create a detailed plan for configuration and installation of the arrays.
- Schedule the installation and implementation.
- Establish a testing plan.
- Turnkey configuration, installation and migration of all production data from the City's existing HP EVA deployment.
  - Unpack, assemble, mount, and power all equipment.
  - vCenter Architecture Integration
    1. ISC will install and configure the appropriate EMC plugins for array management integration on the customer's existing vCenter Server.
  - Installation and Configuration VNX 5200 arrays:

The configuration of the storage groups and pool will be based on the existing configuration on the EVA Array with optimization for tiering, compression, and deduplication. The basic configuration steps will consist of the following:

1. Verify all equipment and connect any required cables (network, power, etc). City is responsible for giving ISC access to the Brocade 4G FC switch on the bladecenter for configuration of needed ports.
2. Power on the array to ensure all equipment comes online without errors. Support tickets will be opened with EMC for any immediate errors.
3. Initialize and register the storage array.
4. The Unisphere Service Manager utility will be run to determine if the level of FLARE revision is current. Any Software feature Enablers will be entered at this time as well. This will include startup of Monitoring & Reporting, and Unisphere Analyzer with the enabler component for real-time statistics along with vCenter integration points.
5. Configure Raid Group(s) and Storage Pool(s) with possible optimization for the MCx architecture.
6. Configure event notification as the final step in the array setup process.
7. The secondary array at Dispatch will be installed and configured, but not provisioned at this time.
8. The CH side VNX5200 will be deployed first with the Dispatch VNX5200 being deployed second. ISC will then migrate all of the production servers via Storage vMotion and Robocopy to the new CH VNX5200 array. Every effort will be made to commit to little to no downtime if at all possible.
9. ISC will configure a sample replication schedule for testing of this functionality.
10. ISC will configure a sample LUN on the Dispatch VNX5200 for replication testing. ISC will destroy this LUN once testing verifies functionality of replication.
11. ISC will use a sample of the replicated data and perform analysis to verify that data is replicated correctly.

- In accordance with the project, the City shall:
  - Schedule and install power requirements for equipment as specified by Contractor.
  - Ensure adequate space, and environmental requirements as recommended by Contractor.
  - Assign a person to work directly with the Contractor as the main point of customer contact.
  - Provide information, within the scope of the project, as requested by the Contractor.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31<sup>st</sup> day of May, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Forty-Three Thousand Four Hundred Thirty-Five Dollars (\$143,435).

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.

The Contractor shall invoice the City as follows:

- A. 50% upon contract execution (\$71,717.50).
- B. 50% upon final acceptance by the City (\$71,717.50).

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:

  
\_\_\_\_\_

CONTRACTOR  
ISC, Inc.

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

Printed Name: BRANDON A. GOODWIN

\_\_\_\_\_  
Paul L. Meyer  
Mayor

Title: Account 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.



**ISC Wyoming**  
 401 E E St  
 Casper, WY 82601

**ISC Colorado**  
 8680 Concord Center Dr  
 Englewood, CO 80112

<b>Bill To:</b>
City of Casper - MIS 200 N David St Casper 82601-1815 US
<b>Ship To:</b>
City of Casper - MIS 200 N David St Casper, WY 82601-1815

Quote #	Q-00007944		
Date:	02/10/2014	Expires:	03/12/2014
Sales Rep:	Brandon Goodwin bgoodwin@iscorp.net (307) 232-5074		
Customer Contact:	Chad Edwards cedwards@cityofcasperwy.com (307) 235-8336		
Description:	City of Casper		

Quantity	Item #	Description	Unit Price	Line Total
<b>VNX at Primary Site</b>				
1	VNX52DP62510M	VNX5200 DPE 25X2.5" DR-25X600G10K-MIN	\$8,528.16	\$8,528.16
1	VNXB6GSDAE15F	VNXB 15X3.5 6G SAS EXP DAE-FIELD INST	\$1,674.24	\$1,674.24
1	VNXB6GSDAE25W	VNXB 25X2.5 6G SAS PRI DAE-FIELD INST	\$2,372.16	\$2,372.16
1	VNXBCSM	VNXB CONTROL STATION-MINI RACK		\$0.00
1	VNXBCS2M	VNXB 2ND CONTROL STATION-MINI RACK	\$928.80	\$928.80
1	VNXB52DMM	VNX5200 ADD ON DM+FC SLIC-MINI RACK	\$705.12	\$705.12
1	VNXB52DMEM	VNX5200 DME: 1 DM+FC SLIC-MINI RACK		\$0.00
5	FLV42S6F-100	VNX 100GB FAST CACHE 25X2.5 DPE/DAE	\$1,168.80	\$5,844.00
15	V4-VS07-020	VNX 2TB NL SAS 15X3.5 DAE	\$482.40	\$7,236.00
5	V4-2S6FX-100	VNX 100GB FAST VP SSD 25X2.5 DPE/DAE	\$936.00	\$4,680.00

7	C13-PWR-12	2 C13 CORDS NEMA 5-15 125V 10A - NON DPE		\$0.00
1	VNXBDMCBLD2	VNXB CABLE KIT FOR DPE + 2 DM+1 CS		\$0.00
1	C13-250V-ULCSA	250V PWR CRD C13 TO 6-15P UL/CSA		\$0.00
1	ESRS-GW-200	EMC SECURE REMOTE SUPPORT GATEWAY CLIENT		\$0.00
1	M-PRESWE-001	PREMIUM SW SUPPORT 5 YEARS	\$6,326.40	\$6,326.40
1	WU-PREHWE-01	PREMIUM HW SUPPORT-WARR UPG 3 YEARS	\$3,289.92	\$3,289.92
30	VNXBOECAPT	VNXB OE PER TB HI CAPACITY	\$127.68	\$3,830.40
1	VNXOE-5200	VNX5200 OPERATING ENVIRONMENT		\$0.00
1	UNISU-VNX5200	VNX5200 UNISPHERE UNIFIED SUITE=IC	\$4,326.72	\$4,326.72
1	FSTS-VNX5200	VNX5200 FAST SUITE=IC	\$2,004.96	\$2,004.96
1	VNX52-KIT	VNX5200 DOCUMENTATION KIT=IC		\$0.00
2	VDMBM1GCUA	VNXB 1GBASE-T DM MODULE 4 PORT	\$709.44	\$1,418.88
1	VSPBM1GI4CUA	VNXB 4 PT 1GBASE-T ISCSI IO MOD PR	\$1,418.88	\$1,418.88
1	VSPBM8GFFEA	VNXB 4 PORT 8G FC IO MODULE PAIR	\$1,774.08	\$1,774.08
1	M-PREHWE-001	PREMIUM HW SUPPORT YEARS 4 AND 5	\$9,908.64	\$9,908.64
1	VNXBOEPERFTB	VNXB OE PER TB PERFORMANCE	\$349.92	\$349.92

Quantity	Item #	Description	Unit Price	Line Total
<b>VNX at Landmark</b>				
1	VNX52DP62510M	VNX5200 DPE 25X2.5" DR-25X600G10K-MIN	\$8,528.16	\$8,528.16
1	VNXB6GSDAE15F	VNXB 15X3.5 6G SAS EXP DAE-FIELD INST	\$1,674.24	\$1,674.24

1	VNXB6GSDAE25W	VNXB 25X2.5 6G SAS PRI DAE-FIELD INST	\$2,372.16	\$2,372.16
1	VNXBCSM	VNXB CONTROL STATION-MINI RACK		\$0.00
1	VNXBCS2M	VNXB 2ND CONTROL STATION-MINI RACK	\$928.80	\$928.80
1	VNXB52DMM	VNX5200 ADD ON DM+FC SLIC-MINI RACK	\$705.12	\$705.12
1	VNXB52DMEM	VNX5200 DME: 1 DM+FC SLIC-MINI RACK		\$0.00
5	FLV42S6F-100	VNX 100GB FAST CACHE 25X2.5 DPE/DAE	\$1,168.80	\$5,844.00
15	V4-VS07-020	VNX 2TB NL SAS 15X3.5 DAE	\$482.40	\$7,236.00
5	V4-2S6FX-100	VNX 100GB FAST VP SSD 25X2.5 DPE/DAE	\$936.00	\$4,680.00
7	C13-PWR-12	2 C13 CORDS NEMA 5-15 125V 10A - NON DPE		\$0.00
1	VNXBDMCBLD2	VNXB CABLE KIT FOR DPE + 2 DM+1 CS		\$0.00
1	C13-250V-ULCSA	250V PWR CRD C13 TO 6-15P UL/CSA		\$0.00
1	ESRS-GW-200	EMC SECURE REMOTE SUPPORT GATEWAY CLIENT		\$0.00
1	M-PRESWE-001	PREMIUM SW SUPPORT 5 YEARS	\$6,326.40	\$6,326.40
1	WU-PREHWE-01	PREMIUM HW SUPPORT-WARR UPG 3 YEARS	\$3,289.92	\$3,289.92
30	VNXBOECAPT	VNXB OE PER TB HI CAPACITY	\$127.68	\$3,830.40
1	VNXOE-5200	VNX5200 OPERATING ENVIRONMENT		\$0.00
1	UNISU-VNX5200	VNX5200 UNISPHERE UNIFIED SUITE=IC	\$4,326.72	\$4,326.72
1	FSTS-VNX5200	VNX5200 FAST SUITE=IC	\$2,004.96	\$2,004.96
1	VNX52-KIT	VNX5200 DOCUMENTATION KIT=IC		\$0.00

2	VDMBM1GCUA	VNXB 1GBASE-T DM MODULE 4 PORT	\$709.44	\$1,418.88
1	VSPBM1GI4CUA	VNXB 4 PT 1GBASE-T ISCSI IO MOD PR	\$1,418.88	\$1,418.88
1	VSPBM8GFFEA	VNXB 4 PORT 8G FC IO MODULE PAIR	\$1,774.08	\$1,774.08
1	M-PREHWE-001	PREMIUM HW SUPPORT YRS 4 AND 5	\$9,908.64	\$9,908.64
1	VNXBOEPERFTB	VNXB OE PER TB PERFORMANCE	\$349.92	\$349.92

Quantity	Item #	Description	Unit Price	Line Total
<b>Shipping</b>				
1	SHIPPING	SHIPPING	\$800.00	\$800.00

SubTotal	\$134,034.56
Discount	\$0.00
Estimated Tax	\$0.00
<b>Total</b>	<b>\$134,034.56</b>



**ISC Wyoming**  
 401 E E St  
 Casper, WY 82601

**ISC Colorado**  
 8680 Concord Center Dr  
 Englewood, CO 80112

<b>Bill To:</b>
City of Casper - MIS 200 N David St Casper 82601-1815 US
<b>Ship To:</b>
City of Casper - MIS 200 N David St Casper, WY 82601-1815

Quote #	Q-00007962		
Date:	01/21/2014	Expires:	02/20/2014
Sales Rep:	Brandon Goodwin bgoodwin@isccorp.net (307) 232-5074		
Customer Contact:	Chad Edwards cedwards@cityofcasperwy.com (307) 235-8336		
Description:	City of Casper Turn Key Option for Professional Services		

Quantity	Item #	Description	Unit Price	Line Total
1	ISC-PROJECT	ISC PROJECT SERVICES to install and configure and complete migrate of data and reattaching new servers to data store for new EMC VNX 5200 Array. Turn Key	\$9,400.00	\$9,400.00

SubTotal	\$9,400.00
Discount	\$0.00
Estimated Tax	\$0.00
<b>Total</b>	<b>\$9,400.00</b>

RESOLUTION NO. 14-70

A RESOLUTION AUTHORIZING A CONTRACT WITH  
ISC, INC TO PROVIDE TWO EMC VNX UNIFIED  
STORAGE ARRAYS.

WHEREAS, the City of Casper desires professional services to install two  
EMC VNX Unified Storage Arrays; and,

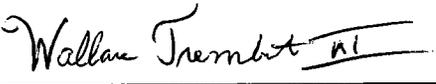
WHEREAS, ISC, Inc. located in Casper, Wyoming, is willing and able to  
provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING  
BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized  
and directed to execute, and the City Clerk to attest, a contract with ISC, Inc., for  
professional services to install and configure the two EMC VNX Unified Storage Arrays.

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 One Hundred Forty Three Thousand Four Hundred Thirty Five  
(\$143,435).

PASSED, APPROVED, AND ADOPTED on this 1st day of April, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 19, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Linda Witko, Assistant City Manager  
SUBJECT: City Hall Redundant Air Conditioning

Recommendation:

That Council, by resolution, authorize a contract with Casper Tin Shop, of Casper, Wyoming, in an amount not to exceed \$6,511, for the purchase, installation, and setup of a wall mounted air conditioning unit.

Summary:

In order to provide redundancy to the cooling environment in the city's primary data center, a wall mounted air conditioning unit is recommended. Staff has obtained 3 quotes from local vendors. Casper Tin Shop provided the lowest price of \$6,511.

A resolution and contract have been prepared for consideration.

Funding for this contract will come from remaining 1% 13 for Technology.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 1st day of April, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Casper Tin Shop, 711 North Park, Casper, Wyoming, 82601 (“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 provide redundant cooling to the server room at City Hall.

B. The project requires professional services for the installation of wall mount air conditioning unit.

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

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

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

1. SCOPE OF SERVICES:

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

- Provide the following equipment:
  - LG LSN240HSV2 24,000 BTU Ductless Mini-Split Air Conditioner.
  - High Wind Baffle.
  - Lift to place compressor on City Hall roof.
- Planning Stage:
  - Assign a project manager to work directly with the City’s project manager.
  - Discuss the equipment arrival and installation plans with the City.
  - Verify all equipment is account for and not visibly damaged.
  - Schedule installation with City Information Technology.

- Work with City Engineering Department for placement of air conditioner, compressor, and drilling of access holes for compressor.
- Implementation Stage:
  - Install air conditioning unit and compressor.
  - Drill access holes for compressor and electrical in City Hall roof.
  - Install High Wind Baffle Kit for 0 degrees functionality.
  - Provide adequate drainage on roof of City Hall.
  - Complete required electrical, including, but not limited to, connection between air conditioning unit, compressor, and electrical box.
  - Test and ensure proper setting for cooling.
- In accordance with the project, the City shall:
  - Schedule installation.
  - Ensure proper placement of equipment.
  - Assign a person to work directly with the Contractor as the main point of customer contact.
  - Provide information with the scope of the project, as requested by the Contractor.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of May, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Six Thousand Five Hundred Eleven Dollars (\$6,511).

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:

Walter Fremont

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

WITNESS

CONTRACTOR  
Casper Tin Shop

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

By: Kevin Masten

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

Printed Name: Kevin Masten

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

Title: President

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

RESOLUTION NO. 14-71

A RESOLUTION AUTHORIZING A CONTRACT WITH CASPER TIN SHOP FOR THE INSTALLATION OF A WALL MOUNTED AIR CONDITIONING UNIT.

WHEREAS, the City of Casper desires professional services to install a redundant air conditioning unit in the City Hall server room; and,

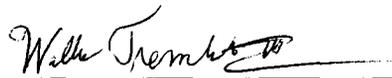
WHEREAS, Casper Tin Shop located in Casper, Wyoming, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Casper Tin Shop for professional services to install a wall mounted air conditioning unit.

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 Six Thousand Five Hundred and Eleven Dollars (\$6,511.00).

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L.Meyer  
Mayor

March 16, 2014

MEMO TO: John Patterson, City Manager

FROM: Doug Follick, Leisure Services Director  
Carolyn Griffith, Recreation Manager  
Kristin Harns, Recreation Supervisor II

SUBJECT: Casper Family Aquatic Center and Outdoor Pool Fees Recommendations

Recommendation:

That Council, by resolution, establish fees for the use of the Casper Family Aquatic Center and the Outdoor Pools.

Summary:

It is recommended that the following fee changes be made for use of the Casper Family Aquatic Center:

- Increase Casper Family Aquatic Center pass fees at all levels by \$10.
- Increase the Multi-Facility discounted passes proportionate to the proposed increases in related facility fees.
- Increase the Daily Admission fee from \$5.50 to \$6.
- Increase facility rental fees for the Party Room from \$45 to \$50 for one and one half hours of use. Increase entire facility rental fees from \$350 to \$375 to improve cost recovery.
- Increase the Basic Rate fee for school groups from \$2.50 per student per hour to \$2.75.
- Currently, a fee of \$12.50 per hour per staff member is charged when an event requires the attendance of City staff. It is recommended that this fee be increased to \$15, to address associated hourly increases in wages and benefits.

Regarding fees at the outdoor swimming pools, the following recommendations are being made:

- Increase the daily admission fee for all outdoor pools from \$3 to \$3.50. It is recommended that admission fees at Paradise Valley Pool remain at \$4.50.
- Increase the Group Rate (14 or more during open swim times) from \$2.50 to \$3.
- Increase all Season Passes by \$5.

Lastly, it is recommended that the basic rates for outdoor pool rentals be increased by \$18 per hour. This change will cover associated staffing cost increases.

The Leisure Services Advisory Board discussed and approved these fee changes at its February 13, 2014, meeting. Resolutions are prepared for Council's consideration.

RESOLUTION NO. 14-72

A RESOLUTION RESCINDING RESOLUTION NO. 12-72,  
AND ESTABLISHING FEES FOR THE USE OF THE CASPER  
FAMILY AQUATIC CENTER.

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

WHEREAS, it is necessary to review these fees, and revise if necessary, on a regular basis.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees are hereby established for the use of the Casper Family Aquatic Center, effective April 24, 2014.

**Facility Pass** (Good for 3, 6, or 12 months from date of purchase)

- A. Adult (Ages 19 and Over)  
\$220.00 - Annual; \$135.00 - 6 months; \$80.00 - 3 months
- B. Youth (Ages 13-18)  
\$170.00 - Annual; \$105.00 - 6 months; \$65.00 - 3 months
- C. Child (Ages 5-12)  
\$120.00 - Annual; \$75.00 - 6 months; \$50.00 - 3 months
- D. Group/Corporate Discount for legally recognized businesses or organizations:
  - Group - 20 or more passes purchased at one time. 15% Discount
  - Corporate - 20 or more passes committed to in advance. 15% Discount  
(Employees must produce proof of employment)

**Multi-Facility Pass** - Annual passes allowing access to more than one facility in the Recreation Division (no other discounts apply to these discounted prices):

- A. Aquatic Center/Outdoor Pools Pass  
Adult - \$235.00; Youth - \$190.00; Child - \$140.00
- B. Aquatic Center/Recreation Center Pass  
Adult - \$255.00; Youth - \$190.00; Child - \$135.00  
6 Month Pass Option (from date of purchase): Adult - \$160; Youth - \$120; Child - \$75
- C. Aquatic Center/Ice Arena Pass  
Adult - \$260.00; Youth - \$205.00; Child - \$150.00

- D. All-Complex Pass (Aquatic Center, Recreation Center, Ice Arena)  
Adult - \$325.00; Youth - \$250.00; Child - \$185.00
- E. There will be a \$5.00 replacement fee for any facility pass which is lost but still valid.

**Daily Admission**

- \$6.00 – Children under 5 years free (maximum of 2 children per adult), when accompanied by a paid admission.
- Punch pass with minimum purchase of 10 admissions - \$5.00 per punch (good for 12 months from date of purchase).

**Facility Rentals**

- A. Party Room \$50.00 (Maximum of one and one half hours) -  
Maximum of 20 people, plus admission for each person.
- B. Conference Room \$20.00 per hour (Maximum of \$135 per day) – Does not include facility access.
- C. Entire Facility \$375.00 (Maximum of three hours)
- D. Refundable Damage Deposit (may be increased depending upon size of group and potential impact on facility)
  - Rooms \$50.00 minimum
  - Entire Facility \$100.00 minimum
- E. Schools (for recognized public or private schools, Monday-Friday before 3:00 p.m.)
  - Basic Rate \$2.75 per student per hour (minimum of six)
  - Adapted Physical Education \$20.00 per hour (for up to 10 swimmers) – for Leisure Pool without play features
- F. Therapy Providers Regular admission fees apply to all clients and providers (maximum of 3 clients per therapy provider for non-exclusive use of the aquatic facility). Therapy providers must sign a hold harmless and

indemnification form provided by the City of Casper.

- G. Personnel Fee \$15.00 per hour per staff member (required if a conference room rental occurs when the facility is not normally open, or if additional staff is required for set up.)
- H. A \$5.00 administrative fee will be assessed for revisions to already processed permits.

**Exceptions**

A. Commercial Activities

- Private Instruction - 10% of gross revenues: Instructor must sign a hold harmless and indemnification form provided by the City of Casper.
- Facility Rental - \$10.00/day in addition to rental fee

B. City of Casper activities - fee waived.

C. Groups providing resources, financial or in-kind, to the City of Casper - fees waived or negotiated.

**Lockers**

\$.25 per use, or annual rental fee: \$50.00 full size; \$40.00 half size

**Classes**

Registration fees will be established for classes to recover the direct costs of the instructor and any supplies needed, plus 35% of the direct costs for administrative overhead for any participant with a current Aquatic Center Pass at the time of registration. An additional \$10.00 will be added to the class fee for those participants without an Aquatic Center Pass at the time of registration.

**Daily Fitness Class Fee**

\$7.00 drop-in registration for any aquatic fitness class offered (includes Aquatic Center Pass privileges for that day). Punch pass with minimum purchase of 10 classes - \$6.50/punch (good for 12 months from date of purchase).

**Special Rates**

The Leisure Services Director or authorized designee may authorize reductions in fees for special promotions, unique situations or emergencies, if such reductions would be in the best interests of the City of Casper.

BE IT FURTHER RESOLVED: That Resolution No. 12-72 is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V. H. McDonald  
City Clerk

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Paul L. Meyer  
Mayor

RESOLUTION NO. 14-73

A RESOLUTION RESCINDING RESOLUTION NO. 12-73, AND  
ESTABLISHING FEES FOR THE USE OF THE OUTDOOR  
SWIMMING POOLS.

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

WHEREAS, it is necessary to review these fees, and revise if necessary, on a regular basis.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees are hereby established for the use of the Outdoor Pools effective April 24, 2014.

1. Daily Admission

- A. Open and Family Swims for all Outdoor Pools except Paradise Valley Pool - \$3.50  
Open & Family Swims for Paradise Valley Pool - \$4.50  
Children under 5 years free (maximum of 2 children per adult), when accompanied by a paid adult admission.
- B. Group Rate (14 or more, available only during open swims - Monday-Friday. Group must have at least one adult supervisor for every seven minors.) - \$3.00
- C. Adult or Fitness Swims - \$2.00

2. Season Passes

- A. Adult (Ages 19 and Over) - \$55.00
- B. Youth (Ages 13-18) - \$50.00
- C. Children (Ages 5-12) - \$45.00
- D. Group/Corporate Discount - For legally recognized businesses or organizations:
  - \* Group - 20 or more passes purchased at one time. 15% Discount
  - \* Corporate - 20 or more passes committed to in advance. 15% Discount  
(Employees must produce proof of employment)

3. Learn-to-Swim, Water Exercise, and Special Aquatic Classes

Registration fees will be established for classes to recover the direct costs of the instructor and any supplies needed, plus 35% of the direct costs for administrative overhead for any participant with a current Outdoor Pool Season Pass at the time of registration. An additional \$10.00 will be added to the class fee for those participants without an Outdoor Pool Season Pass at the time of registration.

4. Pool Rentals

A. Basic Rates (all pools, maximum three hours)

Up to 60 people, 3 lifeguards - \$75.00/hour

61-90 people, 4 lifeguards - \$90.00/hour

91-120 people, 5 lifeguards - \$105.00/hour

121 and more people, 6+ lifeguards - \$120.00/hour

B. Additional Rates

Wading Pool, 1 extra lifeguard - \$20.00/hour

PV Waterslide, 2 extra lifeguards - \$35.00/hour

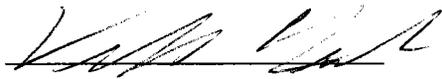
C. A \$5.00 administrative fee will be assessed for revisions to already processed permits.

5. Special Rates - The Leisure Services Director or authorized designate may authorize reductions in fees for special promotions, unique situations or emergencies, if such reductions would be in the best interests of the City of Casper.

BE IT FURTHER RESOLVED: That Resolution No. 12-73 is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 17, 2014

MEMO TO: John Patterson, City Manager

FROM: Doug Follick, Leisure Services Director  
Carolyn Griffith, Recreation Manager  
Jennifer Haines, Recreation Supervisor II

SUBJECT: Casper Recreation Center Fees

Recommendation:

That Council, by resolution, approve fees for the use of the Casper Recreation Center.

Summary:

No fee increases for passes or admissions are being recommended at this time. The Leisure Services Advisory Board has recommended a 5% discount for senior passes. The Community Recreation Foundation has provided a 10% discount to every senior over the past several years and reimbursed the City for the difference; however, financial constrains have impacted the Foundation's ability to sustain that program primarily due to increased usage from the senior population. The Community Recreation Foundation will continue to fund youth programs and youth and senior scholarships for those in need.

The majority of room rentals at the Recreation Center are for meetings, children's birthday parties and baby showers. Those types of rentals historically have not created damage to rooms or equipment. There are significant fees associated with processing damage deposits. Staff has the ability to invoice for damages incurred. Staff would like to retain the option to assess refundable damage deposits when the activity planned for the room warrants and when large groups are involved; however, the practice of assessing and refunding damage deposits for innocuous rentals seems unnecessary.

In Section 4. F., G., and H. of the Resolution, staff is recommending the reimbursable personnel fee be increased from \$12.50 per person per hour to \$15 per person per hour to cover actual personnel costs more accurately.

Regarding Commercial Activities, staff is recommending that a written agreement including terms of payment in addition to the hold harmless and indemnification verbiage is exchanged.

The Leisure Services Advisory Board discussed and approved all of these fee changes at its February 13, 2014 meeting. A resolution is prepared for Council's consideration.

RESOLUTION NO. 14-74

A RESOLUTION RESCINDING RESOLUTION NO. 13-70,  
AND ESTABLISHING FEES FOR THE USE OF THE CASPER  
RECREATION CENTER.

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

WHEREAS, it is necessary to review these fees, and revise if necessary, on a regular basis.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees are hereby established for the use of the Casper Recreation Center, effective April 24, 2014.

1. Recreation Center Pass (Good for either 12 or 6 months from date of purchase)
  - A. Adult (Ages 19 and Over) - \$80.00/Year, \$55.00/6 Month Pass
  - B. Youth (Ages 13-18) - \$60.00/Year, \$40.00/6 Month Pass
  - C. Child (Ages 5-12) - \$45.00/Year, \$30.00/6 Month Pass
  - D. Group/Corporate Discount - For legally recognized businesses or organizations:
    - \* Group - 20 or more passes purchased at one time. 15% Discount
    - \* Corporate - 20 or more passes committed to in advance. 15% Discount  
(Employees must produce proof of employment)
    - \* Senior Adults aged 62 and over 5% Discount

There will be a \$5.00 replacement fee for any Recreation Pass which is lost, but still valid.

A Recreation Pass is required for access to the following areas:

- Racquetball Courts
- Gymnasium
- Weight Room
- Game Room
- Equipment Check-Out
- Locker Rooms
- Fitness Room
- Indoor Park

2. Daily Admission - \$3.50, only required if participant does not have a current Recreation Pass. A paid Daily Admission permits access to the same areas as a Recreation Pass. Children under 5 years free (maximum of 2 children per adult) when accompanied by a paid admission. Punch pass with minimum purchase of 10 admissions - \$3.00 per punch.
3. Racquetball and Wallyball Court – The racquetball and wallyball court may be reserved for up to one and one half hours at a time. Pass holders may request a court reservation up to 7 days in advance. Non pass holders may reserve the court up to 24 hours in advance.
4. Room Rentals

**Basic Fees**

A. Meeting Room	\$20.00 per hour (maximum of \$135.00 per day)
B. Craft Room & Game Room	\$15.00 per hour (maximum of \$85.00 per day)
C. Activity Room (kitchen included)	
Half	\$20.00 per hour (maximum of \$135.00 per day)
Entire	\$30.00 per hour (maximum of \$185.00 per day)
Drop-in Use (only at designated times)	\$3.50 per individual <u>or</u> Recreation Pass (2 hours maximum)
D. Gymnasium	
Half	\$40.00 per hour (maximum of \$275.00 per day)
Entire	\$60.00 per hour (maximum of \$375.00 per day)
E. A Refundable Damage Deposit may be assessed for facility rentals (could be increased depending upon size of group and potential impact on facility)	



6. Equipment Rental

Recreation Bag (Outdoor Game Equipment)

- |                             |                      |
|-----------------------------|----------------------|
| * Rental Fee                | \$15.00/bag (3 days) |
| * Refundable Damage Deposit | \$75.00/bag          |

7. Lockers - \$.25 per use, or annual rental fee: \$50.00 full size; \$40.00 half size.

8. Classes - Registration fees will be established for classes to recover the direct costs of the instructor and any supplies needed, plus 35% of the direct costs for administrative overhead for any participant with a current Recreation Pass at the time of registration. An additional \$12.00 will be added to the class fee for those participants without a Recreation Pass at the time of registration.

9. Daily Fitness Class Fee - \$6.00 drop-in registration for any fitness class offered (includes Recreation Pass privileges for that day). Punch Pass with minimum purchase of 10 classes - \$5.50/punch.

10. Programs - Registration fees will be established for City sponsored leagues, tournaments, and special events taking place at the Casper Recreation Center to recover the direct costs associated with such activity, plus the following:

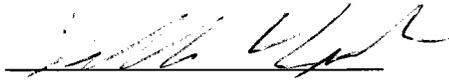
- A. \$20.00 per hour for rental of the entire gymnasium for youth leagues, youth tournaments and Community Recreation Foundation or youth special events.
- B. \$30.00 per hour for rental of the entire gymnasium for adult leagues, adult tournaments and adult special events.
- C. \$7.00 per player for all league participants.
- D. \$12.50 per team for all teams participating in a tournament.

11. Special Rates - The Leisure Services Director or authorized designate may authorize reductions in fees for special promotions, unique situations or emergencies, if such reductions would be in the best interests of the City of Casper.

BE IT FURTHER RESOLVED: That Resolution No. 13-70 is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



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ATTEST:

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V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Paul L. Meyer  
Mayor

MEMO TO: Leisure Services Advisory Board of Directors

FROM: Doug Follick, Leisure Services Director   
 Carolyn Griffith, Recreation Manager   
 BLu McGrath, Ice Arena Supervisor 

SUBJECT: Casper Ice Arena Fees

Recommendation:

That Council, by resolution, rescind Resolution No. 13-169 for the use of the Casper Ice Arena.

Summary:

In 2013, staff conducted a survey of public skating fees in Wyoming which showed the Casper Ice Arena is charging 33% below the average pricing structure for public skating and skate rental. Staff recommended a 6% increase in public skating and skate rental fees each of the next three seasons to close the market gap and increase revenue. Last year, the public skating fee was increased by \$0.50; this year staff recommends increasing the skate rental fee the same amount to \$2.50. This will continue to incrementally draw our fees closer to the market.

	<u>Current Fee</u>	<u>Recommended Fee</u>
A. Skate rental	\$2.00	\$ 2.50

Staff recommends increasing the Birthday Party fee to \$10 for additional participants (after the 10 included in the initial party fee) to offset the rising cost of skating and food.

	<u>Current Fee</u>	<u>Recommended Fee</u>
Birthday Parties (includes admission, skate rental, reserved table and party supplies)		
A. 10 people or less	\$95.00	\$ 95.00 (no change recommended)
B. Each Add'l Person after 10	\$ 8.50	\$ 10.00

Staff recommends adding Coaches' Passes as an option for those offering private lessons during specialized, dedicated ice time such as freestyle and stick and puck sessions. Additionally, coaches must provide a signed agreement to Ice Arena management prior to taking the ice. By contract, coaches providing private instruction will be required to pay the City 10% of gross profits monthly. Half season and full season specialized coaches' passes will be available for one half the price of skaters' passes.

Staff recommends increasing the Skybox rental to \$25.00. This recommended increase will help offset expenses associated with private usage. Use of the Skybox is included for established User Groups through existing lease agreements.

	<u>Current Fee</u>	<u>Recommended Fee</u>
4. Meeting Room Rental	\$15.00 per hour (Maximum of \$150.00 per day)	\$25.00 per hour

This recommendation has been approved by the Leisure Services Advisory Board at its March 13, 2014 meeting. A resolution is prepared for Council's consideration.

RESOLUTION NO. 14-75

A RESOLUTION RESCINDING RESOLUTION NO. 13-169,  
AND ESTABLISHING FEES FOR USE OF THE CASPER ICE  
ARENA.

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

WHEREAS, it is necessary to review these fees, and revise if necessary, on a regular basis.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees are hereby established for the use of the Casper Ice Arena, effective April 24, 2014.

Public Skating Sessions

1. Daily Admission - \$4.50, child under 5 years free when accompanied by a paid admission. Punch pass with minimum purchase of 10 admissions - \$4.00 per punch (good for 12 months from date of purchase).
2. Skate Rental - \$2.50, child under 5 years free when accompanied by a paid admission.
3. Walker/Trainer Rental - \$3.00
4. Annual Passes (includes skate rental, good for 12 months from date of purchase)
  - A. Adult (Ages 19 and over) \$ 85.00
  - B. Youth (Ages 13-18) \$ 65.00
  - C. Child (Ages 12 and Under) \$ 50.00
  - D. Group/Corporate Discount – For legally recognized businesses or organizations:
    - \*Group – 20 or more passes purchased at one time 15% discount
    - \*Corporate – 20 or more passes committed to in advance 15% discount(Employees must produce proof of employment)
5. Multi-Facility Pass – Annual passes allowing access to more than one facility in the Recreation Division (no other discounts apply to these discounted prices):

Ice Arena/Recreation Center (All other combinations of multi-facility passes are addressed within the Casper Family Aquatic Center Resolution)  
Adult - \$135.00; Youth - \$100.00; Child - \$75.00
6. Group Instruction - \$15.00 per instructor, 30 minutes for groups of 8 or more during sessions when ample space is available.

### Specialized Drop-In Sessions

1. Adult Drop-In Hockey Admission -
  - A. Daily Drop-In \$8 per session
  - B. Punch Pass (minimum purchase of 10) \$7 per session
  
2. Special Dedicated Skating Sessions (such as Freestyle, Stick & Puck, etc.) –
  - A. Daily Drop-In \$6 per session
  - B. Skater’s Punch Pass (minimum purchase of 10) \$5 per session
  - C. ½ Season Skater’s Pass \$425
  - D. Full Season Skater’s Pass \$750
  
3. Exceptions - Private coaches are required to either provide the Daily Drop-In fee, Punch Pass or Coaches Pass prior to taking the ice.
  - A. ½ Season Coaches’ Pass \$212.50
  - B. Full Season Coaches’ Pass \$375
  - C. Private coaches are required to pay 10% of gross revenues payable per terms defined in agreement. Private coaches must sign a hold harmless and indemnification form provided by the City of Casper.

### Skating Classes

Registration fees will be established for classes to recover the direct costs of the instructor and any supplies needed, plus \$20.00 for ice time for any participant with a current Ice Arena Pass at the time of registration. An additional \$5.00 will be added to the class fee for those participants without an Ice Arena Pass at the time of registration.

### Ice Rentals

1. User Groups - for organized hockey, figure skating or curling groups with appropriate insurance coverage. Skate rental included. Ice maintenance time requested during scheduled events or individual games will be charged to the User Group as ice time used.
  - A. Exclusive Group Time \$ 120.00 per hour
  - B. Ice Preparation Time for Curling \$ 60.00 per hour
  - C. Weekdays Labor Day to Memorial Day, opening to 1:30pm \$ 60.00 per hour
  
2. Schools (for recognized public or private schools, Monday through Friday before 3:00 p.m., skate rental included)
  - A. Basic Rate \$2.00 per student, per hour  
(Minimum of 6)
  - B. Instructor \$15.00 per instructor, 30 minutes
  
3. Other Groups (for exclusive use, skate rental included)

A.	Under 100	\$ 145.00 – October through March
		\$ 135.00 – April through September
B.	100 – 149	\$ 180.00 – October through March
		\$ 170.00 – April through September
C.	150 – 199	\$ 225.00 – October through March
		\$ 215.00 – April through September
D.	200 or more	\$ 270.00 – October through March
		\$ 260.00 – April through September

Miscellaneous Services

1. Skate Services

A.	Sharpening (next day or later)	\$ 6.50
	Skates Sharpening for Skates Requiring Blade Removal	\$ 8.50
B.	Sharpening (same day)	\$ 8.50
	Skates Sharpening for Skates Requiring Blade Removal	\$ 10.50
C.	Blade Profiling	\$ 12.00
D.	Skate Repairs	\$ 12.00 per hour (\$12 minimum charge)
E.	Skate Riveting	\$ 6.00 plus \$1.00 per rivet replaced

2. Lockers

A.	Per Use	\$ .25
B.	Annual Rental	\$ 60.00

3. Birthday Parties (includes admission, skate rental, reserved table and party supplies)

A.	10 or less	\$ 95.00
B.	11 or more	\$ 95.00
	Each Additional Person	\$ 10.00
C.	Use of Meeting Room (Optional)	\$ 15.00

4. Meeting Room Rental \$ 25.00 per hour  
(Maximum of \$150.00 per day)

(Ice Arena user groups will be permitted to utilize the Ice Arena Meeting Room at no charge, provided usage is reserved at least three days in advance, and the usage will not conflict with other Ice Arena opportunities for usage. All other room rental policies of the Casper Recreation Division will apply).

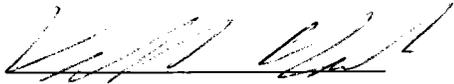
Special Rates

The Leisure Services Director, or authorized designee, may authorize reductions in fees for special promotions, unique situations or emergencies, if such reductions would be in the best interest of the City of Casper.

BE IT FURTHER RESOLVED: That Resolution No. 13-169 is hereby rescinded.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 19, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Administrative Services Director  
SUBJECT: Release of Local Assessment District (LAD) Lien

Recommendation:

That Council, by resolution, authorize the release of Local Assessment District (LAD) lien on the properties listed on Exhibit A, dated March 19, 2014.

Summary:

The lien amount against the properties listed on the exhibit have been paid. Exhibit A contains the following Instrument number: 901815. In order to remove this encumbrance on the title of the real property, it is necessary that the City of Casper release this secured instrument.

A resolution has been prepared for Council's consideration.

LAD LIEN RELEASE INFORMATION							
DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
3/19/2014	156	WESTWOOD #2	0	552	FRUDE, CANDICE L & BRADY	1842 FETTERMAN AVE.	901815
3/19/2014	156	WESTWOOD #2	0	401	SMITH, DUSTIN	1645 BRIGHAM YOUNG AVE	901815

**EXHIBIT A**  
LAD Lien Release Information

1 of 1

3/19/2014

RESOLUTION NO. 14-76

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIEN.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, Release of Liens for property located in the local assessment district 156, as outlined in staff's report dated March 19 , 2014.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 20, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Kenneth King, Fire Chief  
SUBJECT: Fiber Optics for New Fire Station #2

Recommendation:

That Council, by resolution, authorize a contract amendment with Charter Communications, Inc., in an amount not to exceed \$42,431, to relocate the leased fiber optic cabling from the current fire station #2 to the new one.

Summary:

The City entered into a 20 year lease agreement in 2006 with (at that time) Bresnan Communications for fiber optic cabling between City Hall and 10 other City facilities, including each of the fire stations. With the move of Fire Station #2 to Coffman Avenue, data services will be required at the new location. Previous cost estimates to add a completely new line, instead of relocating the existing one, were in excess of \$130,000. Additionally, leased services through the cable or phone companies average more than \$25,000 per year. Therefore, staff recommends proceeding with the option to have Charter Communications relocate the existing fiber from the location on College Drive to the new Fire Station #2.

A resolution and contract amendment have been prepared for consideration.

Funding, in the amount of \$42,431, for this effort will come from Excess 1%#13 funds allocated for the purchase of the aerial truck, which came in under budget.

**AMENDMENT NO. 2 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this \_\_\_\_ day of March, 2014, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Bresnan Communications, LLC (“Company”), located in St. Louis, Missouri 63131.

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

**RECITALS**

A. On December 19, 2006, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for City use of Company owned fiber to connect various points identified by City.

B. One of the fiber connection points under the Contract was City Fire Station No. 2, which is located at 800 College Drive in Casper, Wyoming.

C. City Fire Station No. 2 is moving to a new location in Casper, Wyoming, 4000 South Coffman Avenue, and the fiber segment connection to it also needs to move.

D. Company is willing and able to move the fiber connection to City Fire Station No. 2 to the new location.

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

**1. INCORPORATION OF RECITALS:**

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

**2. AMENDMENT TO EXHIBIT “A”:**

The address for the segment end point for Fire Station No. 2 (which is set forth on Exhibit A, page 20 of 28 of the Contract) is hereby changed from 800 College Drive to 4000 South Coffman Avenue. Company shall perform all work necessary to move the fiber connection for Fire Station No. 2 to its new location at 4000 South Coffman Avenue in Casper, Wyoming by the date shown in Section 3 of this Amendment.

3. **TIME OF PERFORMANCE:**

The services of the Company shall be undertaken and completed on or before the 7<sup>th</sup> day of July, 2014.

4. **COMPENSATION:**

In consideration of the performance of services rendered under this Amendment, the Company shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum payment of Forty-Two Thousand Four Hundred Thirty-One Dollars (\$42, 431).

5. **METHOD OF PAYMENT:**

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

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 Amendment.

6. **RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

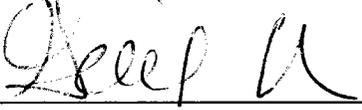
**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM:



COMPANY  
Bresnan Communications, LLC  
By: Charter Communications, Inc., its Manager

CITY OF CASPER, WYOMING  
A Municipal Corporation

By 

Printed Name: Gail Kodama

Title: Director

\_\_\_\_\_  
Paul L. Meyer  
Mayor

3-19-14

RESOLUTION NO. 14-77

A RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH BRESNAN COMMUNICATIONS, LLC TO MOVE A FIBER CONNECTION TO 4000 SOUTH COFFMAN AVENUE.

WHEREAS, the City of Casper desires to move the fiber connection; and,

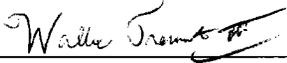
WHEREAS, Bresnan Communications, LLC is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract amendment with Bresnan Communications, LLC for services related to the relocation of the fiber optic connection.

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 Forty-Two Thousand Four Hundred Thirty-One Dollars (\$42,431).

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of April 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
David W. Hill P.E., Public Utilities Manager

SUBJECT: Agreement for Wholesale Sewer Service with the Town of Mills for  
Wholesale Sewer Service

Recommendation:

That Council, by resolution, authorize an agreement with the Town of Mills for wholesale sewer service.

Summary:

The City of Casper owns, operates and maintains the Sam H. Hobbs Regional Wastewater Treatment Plant and the 201 Regional Wastewater System to convey and treat wastewater from the Town of Mills. The Town has been a wholesale customer of the Regional Wastewater system since 1983.

The Town of Mills falls under the auspicious of the Regional Wastewater Interagency Agreement, (“Agreement for Construction, Operation, and Cost Allocation of Regional Wastewater System for the Mills-Casper-Evansville Area” with existing Amendments 1, 2, and 3).

The Town is expanding its service area to include the Robertson Road area inside its Growth Boundary Area which currently does not have central sewer. An agreement is needed to delineate responsibilities of the City and the Town in regards to sewer service for the Robertson Road area. The proposed agreement would also cover wholesale sewer service for other areas within the Mills Growth Boundary which may be serviced in the future.

The Casper Public Utilities Advisory Board, last fall, conceptually approved the agreement.

A resolution is prepared for Council's consideration.

**AGREEMENT FOR WHOLESALE SEWER SERVICE  
BETWEEN THE CITY OF CASPER AND THE TOWN OF  
MILLS**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
2014-2013, by and between the City of Casper, 200 N. David Street, Casper, Wyoming, 82601,  
hereinafter referred to as "City," and the Town of Mills, P.O. Box 789, Mills, Wyoming, 82644,  
hereinafter referred to as "Town."

WITNESSETH:

WHEREAS, the City of Casper owns, operates, and maintains the Sam H. Hobbs Regional Wastewater Treatment Plant and the 201 Regional Wastewater System to treat and convey wastewater from the Town of Mills; and,

WHEREAS, the City and the Town are parties to the "Agreement for Construction, Operation, and Cost Allocation for a Regional Wastewater System for the Mills-Casper-Evansville Area" dated July 17, 1981, with Amendment #1, dated August 1, 1985, Amendment #2, dated February 22, 1988, and Amendment #3, dated February 20, 1996 (Exhibit "A", attached hereto); and,

WHEREAS, on January 3, 1984, a Memorandum of Understanding was signed between the City and the Town regarding growth boundary lines (Exhibit "B", attached hereto), hereinafter referred to as "Growth Boundary Area"; and,

WHEREAS, the Town is expanding its service area to include the Robertson Road area inside its Growth Boundary Area which currently does not have central sewer; and,

WHEREAS, the Town has a developer who has undertaken a project to provide sanitary sewer service to a development within the Town's Growth Boundary Area in the Robertson Road area; and,

WHEREAS, it is recognized by the parties that connection of the Robertson Road area and other areas within the Town's Growth Boundary Area to the 201 Regional Wastewater System is in the best interests of the Town and of the City; and,

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

1. The properties served by this Agreement shall include all those areas within the Town's Growth Boundary Area as delineated in Exhibit "B" as it may be amended from time to time. The parties recognize that the Growth Boundary Area delineated in Exhibit "B" may change in the future. All future Town Growth Boundary Area changes shall adhere to this Agreement.

2. The Town agrees to continue to abide by all applicable requirements of the "Agreement for Construction, Operation, and Cost Allocation for a Regional Wastewater System for the Mills-Casper-Evansville Area" dated July 17, 1981, with existing Amendments 1, 2, and 3 (Exhibit "A"), and future amendments.
3. The Town agrees to continue to abide by all applicable requirements of the "Intergovernmental Cooperation Concerning Industrial Wastewater Pretreatment" (Exhibit "C", attached hereto) and future amendments.
4. The Robertson Road area will be serviced by the existing River Park Lift Station located in the City's River Park Addition. The lift station wetwell, valve vault, and downstream force main are sized for ultimate build-out of the Robertson Road area within both the City's and Town's Growth Boundary Area(s). The Town agrees to reimburse Casper the cost (including installation costs) for upsizing pumps, valves, vault piping, electrical service, and other components, etc. when the pump capacities, as they exist from time to time, are reached due to development within the Town's Growth Boundary Area. This could result in a series of several upgrades each time the then existing pump capacities are reached. The City agrees it will upsize pumps, valves, piping, electrical service, and other components, etc., at its cost, as the existing pump capacities are reached by development within the City's Growth Boundary Area serviced by the River Park Lift Station.
5. The Town agrees to install, at its, or a Developer's cost, a 201 Regional Wastewater System Metering vault at the existing Growth Boundary Area line between the Town and the City. This vault and parshall flume and incoming and outgoing sewer mains shall meet all design and construction standards as determined by the City. The City agrees to reimburse the Town or its Developer the oversizing cost of a 72-inch manhole instead of a 48-inch manhole for use at the metering vault. The Town shall install required conduit with cable for electrical service to the metering vault. Following acceptance by the City of the metering vault construction (including all easements), the City shall assume monthly electrical charges for the metering vault. The City agrees to install, at its cost, the needed instrumentation in the metering vault at such time in the future that accurate flow measurements can be obtained. The Town shall provide ingress and egress rights to the City with a road to this metering vault by an easement in a form acceptable to the City for recording in the Natrona County Clerk's office.
6. The metering vault and the sewer main downstream of the metering vault shall be owned, operated, and maintained by the City. The Town shall provide a minimum 20-foot easement to the City around the sewer main and metering vault in a form acceptable to the City for recording in the Natrona County Clerk's office.
7. A. Until such time that accurate flow measurements can be obtained from the metering vault, the City agrees to use individual water meter usage and billings within the Town's Robertson Road area customers as a base for determination of wastewater flow from this area. The City agrees to use the same methodology as it uses for all of its own in-town customers, whereby yearly sewer usage is based

upon wintertime water usage records when irrigation is not taking place, generally during the months of January and February. The parties agree that the calculated sewer usage will be recalculated yearly and that the Town will provide the previous year's individual retail customer water meter usage records for its customers in the Robertson Road service area on or before March 15<sup>th</sup> of each succeeding year.

- B. For new residential customers without a wintertime water usage record, an amount of 7,000 gallons of wastewater per month shall be assumed. For new commercial customers without a wintertime water usage record, an amount of 12,000 gallons of wastewater per month shall be assumed.
  - C. The Town shall notify the City when sewer service becomes active for each individual residential, commercial, and industrial customer that connects into the Town's Robertson Road service area wastewater collection system. Likewise, the Town shall notify the City when residential, commercial, or industrial customers cease active sewer service so that sewer volumes for that particular property involved will not be utilized for that period of time that sewer service was not active. This information concerning the dates and locations of active and inactive sewer service shall be supplied by the Town to the City by the 15<sup>th</sup> day of each succeeding month. The sewer flows for each active and/or inactive customer shall be prorated as necessary.
8. The wholesale sewer usage by the Town for its Robertson Road service area shall be added to the existing wholesale sewer usage by the Town. The total sewer usage calculated shall constitute the basis for the Regional Wastewater Wholesale billing of the Town for sewer service in accordance with the "Agreement for Construction, Operation and Cost Allocation for Regional Wastewater System for the Mills-Casper-Evanville Area" with existing Amendments No. 1, 2, and 3 (Exhibit "A"), and any future amendments thereto.
  9. The Town's individual retail customers will pay to the Town the then current 201 Regional Wastewater System investment charge (connection charge) for each connection to be served with sewer based upon water meter size. Payment of the investment charges for all new individual retail customer connections will be made by the Town to the City of Casper prior to the tenth day of the following month. The address and the building or plumbing permit shall accompany the payment for each new sewer connection.
  10. This Agreement shall be applicable to and for all other properties connecting to a sewer main subject to this Agreement that are located inside the Town's Growth Boundary Area, as it may be amended from time to time.
  11. This Agreement, and all terms, and covenants contained herein shall be binding upon the current Parties, and the Parties' heirs, successors in interest, and assigns.
  12. The City and the Town agree and understand that the City may, in order to service

additional customers in the Mills Growth Boundary Area, have to add to, or upgrade the Regional Wastewater System to provide for these additional customers. The City shall not be obligated or required to add to or upgrade the Regional Wastewater System until the parties agree, in writing, as to which party, a third party, or a combination thereof is to pay and be responsible for the costs thereof.

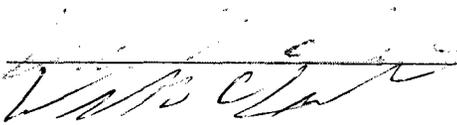
- 13. The City reserves the right to disconnect and/or plug the sewer main from the Town's Growth Boundary Area should the requirements of this Agreement not be followed.
- 14. NO THIRD PARTY BENEFICIARY RIGHTS:

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.

- 15. Neither the City or the Town waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et. seq., and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claim Act.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
~~Kerlyne Schlager~~ Paul L. Meyer  
Mayor

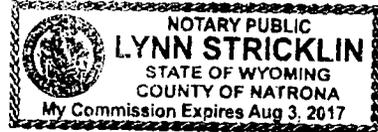
ATTEST:

TOWN OF MILLS, WYOMING

*J. M. Whitstone*

*Marrolyce Wilson*  
Marrolyce Wilson  
Mayor

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )



This instrument was acknowledged before me this 13 day of MARCH, <sup>2014</sup>~~2013~~,  
by Marrolyce Wilson as the Mayor of the Town of Mills, Wyoming.

(seal)

*Lynn Stricklin*  
NOTARY PUBLIC

My commission expires: 08-03-2017

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, ~~2013~~ 2014  
by ~~Kenneth Schragger~~ <sup>Paul L. Meyer</sup> as the Mayor of City of Casper, Wyoming, a Wyoming Municipal  
Corporation.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING AN AGREEMENT FOR WHOLESALE SEWER SERVICE BETWEEN THE CITY OF CASPER AND THE TOWN OF MILLS.

WHEREAS, the City of Casper and the Town of Mills are parties to the "Agreement for Construction, Operation, and Cost Allocation of a Regional Wastewater System for the Mills-Casper-Evansville Area" dated July 17, 1981, with Existing Amendments 1, 2, and 3; and,

WHEREAS, the City of Casper provides the Town of Mills with wholesale sewer service under the above agreement and amendments; and,

WHEREAS, the Town of Mills is expanding its service area to include the Robertson Road area inside its Growth Boundary Area which currently does not have central sewer; and,

WHEREAS, it is recognized by the parties that connection of the Robertson Road area and other areas within the Town of Mills' Growth Boundary Area to the 201 Regional Wastewater System is in the best interests of the Town of Mills and of the City of Casper; and,

WHEREAS, an Agreement is needed to delineate responsibilities of the City of Casper and the Town of Mills for wholesale sewer service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, an agreement between the City of Casper and the Town of Mills for wholesale sewer service.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

**EXHIBIT "A"**

AGREEMENT

FOR

CONSTRUCTION, OPERATION  
AND COST ALLOCATION

FOR A

REGIONAL WASTEWATER SYSTEM  
FOR THE MILLS-CASPER-EVANSVILLE AREA

SEVEN ORIGINAL COPIES - ONE GIVEN TO  
EACH OF THE PARTICIPATING AGENCIES

AGREEMENT

THIS AGREEMENT, made, dated, and signed the 17<sup>th</sup> day of July, 1981, by and among the Town of Mills, hereinafter referred to as "Mills," the City of Casper, hereinafter referred to as "Casper," the Town of Evansville, hereinafter referred to as "Evansville," the Brooks Water and Sewer District, hereinafter referred to as "Brooks," the Wardwell Water and Sewer District, hereinafter referred to as "Wardwell" and Natrona County, hereinafter referred to as "Natrona County."

WITNESSETH

WHEREAS, the parties desire to implement a regional wastewater system in accordance with the recently completed MILLS-CASPER-EVANSVILLE AREA 201 Facilities Plan; and

WHEREAS, the parties agree that such regional wastewater system is most appropriate for the citizens of the area.

NOW, THEREFORE, in consideration of the mutual covenants to be kept and performed, and other good and valuable considerations, the sufficiency of which is acknowledged, the following is agreed among the parties.

## 1.0 DESCRIPTION OF THE PROPOSED REGIONAL SYSTEM

The proposed regional wastewater system is fully described in the MILLS-CASPER-EVANVILLE AREA 201 Facilities Plan prepared by CH<sub>2</sub>M Hill, Denver, Colorado, dated December 1980.

### 1.1 EXISTING CONDITIONS

#### 1.1.1 Planning Area

The Facilities Plan encompasses an area of approximately 85 square miles, including the incorporated areas within the City of Casper and the Towns of Mills, and Evansville, Wyoming, the areas served by the Wardwell and Brooks Water and Sewer Districts, and some unincorporated areas of Natrona County. Current estimated sewer population in the area is 58,981.

The planning area boundary and the general jurisdictions of the above entities are indicated in Figure A.

#### 1.1.2 Service Agencies

Wastewater treatment is currently provided by the Board of Public Utilities of the City of Casper, with an estimated 50,704 customers (including the Paradise Valley subdivision); the Town of Mills, serving approximately 2154 persons; the Town of Evansville with an estimated 2648 persons; the Brooks Water and Sewer District serving 2025 in the Mountain View area; with an additional 1450 served by a separate system in the Green Valley area; and the Barr Nunn subdivision serving 754 persons by a privately operated system within the Wardwell Water and Sewer District.

Representatives of these five agencies have participated in the facilities planning process as members of an advisory group termed the "Mills-Casper-Evansville Area 201 Planning Advisory Committee," hereinafter referred to as the Planning Committee.

#### 1.1.3 Existing Facilities

Wastewater treatment is currently provided by 12 public or privately owned facilities in the planning area, and a number of on-site systems. Descriptions of the individual treatment systems, their status, current treatment and design capacity may be found in the Facilities Plan.

## 2.0 INSTITUTIONAL RESPONSIBILITIES

The Town of Mills shall continue acting in the capacity of the Section 201 grantee for the purposes of administering the U. S. Environmental Protection Agency grant for the Step 1 Facilities Plan until Step 1 is complete.

The City of Casper, by and through its Board of Public Utilities, will apply for and administer Title II construction grants for the design and construction of the regional wastewater facilities as determined by the Facilities Plan.

A Management Oversight Committee will be established for the purposes of monitoring the cost accounting system for the regional facility and advising on all aspects related to the regional system. Participation by representation on the Management Oversight Committee will be a responsibility of the Management and Operations Agencies, as designated herein. The specific composition, duties and responsibilities of this advisory body are set forth in Section 3.3.

The Wyoming Department of Environmental Quality will retain its responsibility as Regulatory Agency under the National Pollution Discharge Elimination System (NPDES).

The Agreement will be submitted for adoption as part of the statewide 208 Water Quality Management Plan according to procedures set forth in said plan. Subsequent to certification of the plan by the Governor, and approval by the administrator of the Environmental Protection Agency, no additional NPDES discharge permits will be issued by the Wyoming Department of Environmental Quality within the operating area described in Figure A, subject to future amendment of this Agreement and the Statewide 208 Plan.

Natrona County, Casper, Mills, and Evansville, acting as Management Agencies, will exercise their statutory powers under the terms and conditions of this Implementation Plan, to control the establishment of new public operating agencies and construction of facilities that are not part of the regional system as described herein.

### 2.1 TOWN OF MILLS

The following describes the responsibilities of the Town of Mills:

- a. Solely responsible for the provision of centralized wastewater collection, treatment and disposal within the Management Agency boundary of Mills, as described herein.

- b. Will continue in ownership and operational responsibility, including financing, of wastewater facilities for which it has exclusive use within its operating (service) area.
- c. Will participate financially in the regional wastewater system, as described in Section 3.0 (Financial Requirements).
- d. Will continue to administer, in accordance with applicable federal and state rules and regulations and the agreement with other participating entities, the Step 1 Facilities Plan.
- e. Will, jointly with the other operating agencies,
  - 1) select the engineering firm or firms for Step II (Design) of the regional wastewater facilities,
  - 2) approve the plans and specifications prepared by such engineering firm or firms prior to receiving bids for construction and 3) recommend approval of the award of construction contracts.
- f. Will participate by representation on the Management Oversight Committee as set forth under Section 3.3.
- g. Will develop and submit for review by the Management Oversight Committee a financial plan to demonstrate the methods intended to raise sufficient revenue to meet its annual financial responsibility in the regional system.

## 2.2 NATRONA COUNTY

The following describes the responsibilities of Natrona County:

- a. To act as Management Agency under the Statewide 208 Plan for the provision of wastewater services in unincorporated areas within the Casper-Mills, Evansville operations area as defined in Figure A.
- b. Will exercise its powers under State statute to regulate, or cause to be eliminated, public nuisance or risk to the public health or welfare resulting from improperly operated and maintained wastewater treatment facilities (including on-site disposal systems) within the unincorporated areas of Natrona County.
- c. Will continue to coordinate land use planning and subdivision approvals with the operating agencies (Casper, Mills, Evansville, Brooks and Wardwell) to define areas of growth that can be most economically served by the appropriate Operations Agency.

- d. Will participate by representation on the Management Oversight Committee as set forth in Section 3.3 below.

### 2.3 CITY OF CASPER

The following describes the responsibilities of the City of Casper:

- a. Solely responsible for the provision of centralized wastewater collection, treatment and disposal within the Management Agency boundary of Casper, as described herein.
- b. Will retain ownership and operational responsibility, including financing, of wastewater facilities for which it has exclusive use within its operating (service) area.
- c. Will apply for and administer, in accordance with applicable federal and state rules and regulations, Title II Construction Grants (hereinafter referred to as "201 Grants") from the U.S. Environmental Protection Agency for the purpose of design and construction of the regional wastewater facilities as described in the Mills-Casper-Evansville Area 201 Facilities Plan (Draft-December, 1980), and shall own, operate, maintain and finance the construction of such facilities.
- d. Will, jointly with the other operating agencies,
  - 1) select the engineering firm or firms for Step II (Design) of the regional wastewater facilities,
  - 2) approve the plans and specifications prepared by such engineering firm or firms prior to receiving bids for construction and 3) recommend approval of the award of construction contracts.
- e. Will participate financially in the regional wastewater system, as described in Section 3.0 (Financial Requirements).
- f. Will develop and submit for review by the Management Oversight Committee a financial plan to demonstrate the methods intended to raise sufficient revenue to meet its annual financial responsibility in the regional system.
- g. Will establish and operate a cost-accounting system to administer all financial aspects of the operation of the regional wastewater treatment system.
- h. Will participate by representation on the Management Oversight Committee as set forth in Section 3.3 below.

- i. Will jointly apply for and administer grants and/or loans from the Wyoming Farm Loan Board, or any other granting agency, on behalf of all operations agencies for the purpose of reducing the local share of capital for the regional wastewater system.

#### 2.4 TOWN OF EVANSVILLE

The following describes the responsibilities of the Town of Evansville:

- a. Solely responsible for the provision of centralized wastewater collection, treatment and disposal within the Management Agency boundary of Evansville, as described herein.
- b. Will retain ownership and operational responsibility, including financing of wastewater facilities for which it has exclusive use within its operating (service) area.
- c. Will participate financially in the regional wastewater treatment system, as described in Section 3.0 (Financial Requirements).
- d. Will, jointly with the other operating agencies, 1) select the engineering firm or firms for Step II (Design) of the regional wastewater facilities, 2) approve the plans and specifications prepared by such engineering firm or firms prior to receiving bids for construction and 3) recommend approval of the award of construction contracts.
- e. Will participate by representation on the Management Oversight Committee as specified in Section 3.3.
- f. Will develop and submit for review by the Management Oversight Committee a financial plan to demonstrate the methods intended to raise sufficient revenue to meet its annual financial responsibility in the regional system.

#### 2.5 WARDWELL WATER AND SEWER DISTRICT

The responsibilities of the Wardwell Water and Sewer District are as follows:

- a. Will function as Operations Agency and coordinate with Natrona County as described in Section 2.2.-c.
- b. Will retain ownership and operations responsibility, including financing, of wastewater facilities for which it has exclusive use within its operating (service) area.
- c. Will participate financially in the regional wastewater system as described in Section 3.0.
- d. Will, jointly with the other operating agencies, 1) select the engineering firm or firms for Step II (Design) of the regional wastewater facilities, 2) approve the plans and specifications prepared by such engineering firm or firms prior to receiving bids for construction and 3) recommend approval of the award of construction contracts.

- e. Will participate by representation on the Management Oversight Committee as specified in Section 3.3.
- f. Will develop and submit for review by the Management Oversight Committee a financial plan to demonstrate the methods intended to raise sufficient revenue to meet its annual financial responsibility in the regional system.

## 2.6 BROOKS WATER AND SEWER DISTRICT

The responsibilities of the Brooks Water and Sewer District are as follows:

- a. Will function as Operations Agency and coordinate with Natrona County as described in Section 2.2.-c.
- b. Will retain ownership and operational responsibility, including financing, of wastewater facilities for which it has exclusive use within its operating (service) area.
- c. Will participate financially in the regional wastewater system as described in Section 3.0.
- d. Will, jointly with the other operating agencies, 1) select the engineering firm or firms for Step II (Design) of the regional wastewater facilities, 2) approve the plans and specifications prepared by such engineering firm or firms prior to receiving bids for construction and 3) recommend approval of the award of construction contracts.
- e. Will participate by representation on the Management Oversight Committee as specified in Section 3.3.
- f. Will develop and submit for review by the Management Oversight Committee a financial plan to demonstrate the methods intended to raise sufficient revenue to meet its annual financial responsibilities.

## 3.0 FINANCIAL REQUIREMENTS

### General

Certain financial requirements as set forth by the Wyoming 208 Water Quality Management Plan must be met by the agencies participating financially in a regional wastewater treatment system. The following sections set forth provisions for establishing a system by which the financial obligations for each participant can be met.

### 3.1 REGIONAL COST ALLOCATION MODEL

In consideration of cost-sharing issues in the proposed regional system, the participants in the regional facility adopt the premise that all components proposed to serve regional wastewater needs shall be considered as a unified system, so that the agencies participating in and receiving service from the system shall share all designated regional costs on an equitable basis. The purpose of this section is to establish a model for identification, allocation, and administration of all costs associated with provision of regional wastewater treatment to be shared by the participating agencies.

### 3.1.1 Identification of Regional Cost Bases

Annual costs associated with the facilities or activities designated by the following categories are to be specifically identified by the agencies participating in this agreement, so that the annual financial responsibility of each agency may be calculated as set forth in Section 3.1.3.

- a. Capital Recovery Costs of Proposed Regional Facilities:
  - o Capital facilities proposed in the Facilities Plan (Phase I) to serve as part of the regional system.
- b. Capital Recovery Costs of Capital Facilities contributed by one agency for use in regional system:
  - o Treatment facilities which are to be used in new regional system.
  - o Land on which such facilities are located (value to be calculated as fair market value and value capitalized at 6½%).
  - o Other interceptors to be incorporated into regional system, including but not limited to the North Platte Sanitary Sewer.
  - o Other components of existing systems to be used in regional system.
  - o All EPA, Farm Loan Board, or other grants shall be excluded from value of contribution of Capital Facilities.
  - o All capital recovery costs for contributed facilities shall be based upon depreciated value 6½% interest - 20 year repayment - equal annual payments.
- c. Other Capital Requirements
  - o Additions or replacements of equipment or system components, not included in the 201 Plan as necessitated by use in the regional system.
- d. Direct Costs of Operations and Maintenance of Regional System
  - o Identified from appropriate budget categories of the Regional System.
- e. Management and Overhead of Regional System
  - o Costs associated with administration and operation of the regional system.

### 3.1.2 Method for Allocation of Regional Costs

Costs associated with the Regional System must be identified on an annual basis in accordance with Section 3.1.1. Total annual costs for acquisition, construction and operations and maintenance of the Regional System are to be allocated to the participating agencies receiving regional service according to the following procedure:

- a. Determine total annual costs for regional wastewater system in accordance with Section 3.1.1 above.
- b. Measure total annual wastewater flow treated in Regional System.
- c. Divide (a) by (b) to calculate cost of treatment per gallon.
- d. Multiply (c) by measured annual flow for each agency receiving regional wastewater treatment in that year.
- e. The above cost allocation procedures apply to normal sewage strengths. Additional charges may be made to any agency contributing sewage of abnormally high strength. Such additional charge shall apply when either B O D or suspended solids concentrations exceed 250 mg/l.

### 3.1.3 Administration of Annual Cost-Sharing Agreement

The City of Casper will establish and operate a cost-accounting system, as provided in Section 2.3-g., to administer and recover annual costs for the Regional System as follows.

- a. Estimate total Regional System costs for coming budget year (capital recovery + operations and maintenance).
- b. Estimate annual flows for Regional System and for individual agencies.
- c. Calculate estimated annual dollar requirement for each agency.
- d. Bill monthly on estimated costs for interim period, until accurate costs and flow measurements are obtained.
- e. Correct payments periodically on the basis of actual cost and actual flow information.
- f. Repeat entire cycle on an annual basis.

### 3.3.2 SYSTEM FINANCING

The purpose of this section is to establish mechanisms which will assure a sound financial basis for the continued operation of the Regional System, and to guarantee that the financial requirements of this agreement are executed as set forth herein.

3.2.1 Each Operations Agency participating in the system, as described in Section 2.0, agrees to establish a system of user charges to recover at a minimum the costs of annual operations and maintenance for which it is responsible, and will obtain approval of said user charge system from the U. S. Environmental Protection Agency.

3.2.2 All financial aspects of the regional system must be fully auditable by means of the cost-accounting system established in accordance with Section 2.3.-g. and according to the guidelines set forth in Section 3.1.3.

3.2.3 Costs allocated to the participating agencies in accordance with Section 3.1.2 are to be remitted on a regular basis to the City of Casper as set forth in Section 3.1.3.

### 3.3 MANAGEMENT OVERSIGHT COMMITTEE

A Management Oversight Committee will be established to review and monitor the administration and cost allocations of the Regional Wastewater System. The duties and authority of the Committee shall include the review and approval of the cost accounting system, cost allocations, audits, sewer use ordinances, capacity allocations of the Regional System. It shall also review and advise all operating agencies relative to user charge systems, sewer extension policies, boundary adjustments, pretreatment programs and other operating concerns.

The Committee shall establish an annual budget for committee administration which shall be included in the management and overhead of the Regional System.

The Committee shall be composed of seven members: one each from Brooks, Evansville, Mills, Wardwell, and Natrona County and two from Casper. The Committee shall meet as determined by its members but not less than once a year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NATRONA COUNTY, WYOMING  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By [Signature]

By Frank L. Schultz  
Chairman

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By [Signature]  
City Clerk

By [Signature]  
Mayor

CASPER BOARD OF PUBLIC UTILITIES

ATTEST:

By [Signature]  
Secretary

By [Signature]  
President

TOWN OF MILLS

ATTEST:

By [Signature]

By [Signature]

TOWN OF EVANSVILLE

ATTEST:

By [Signature]

By [Signature]

BROOKS WATER & SEWER DISTRICT

ATTEST:

By [Signature]

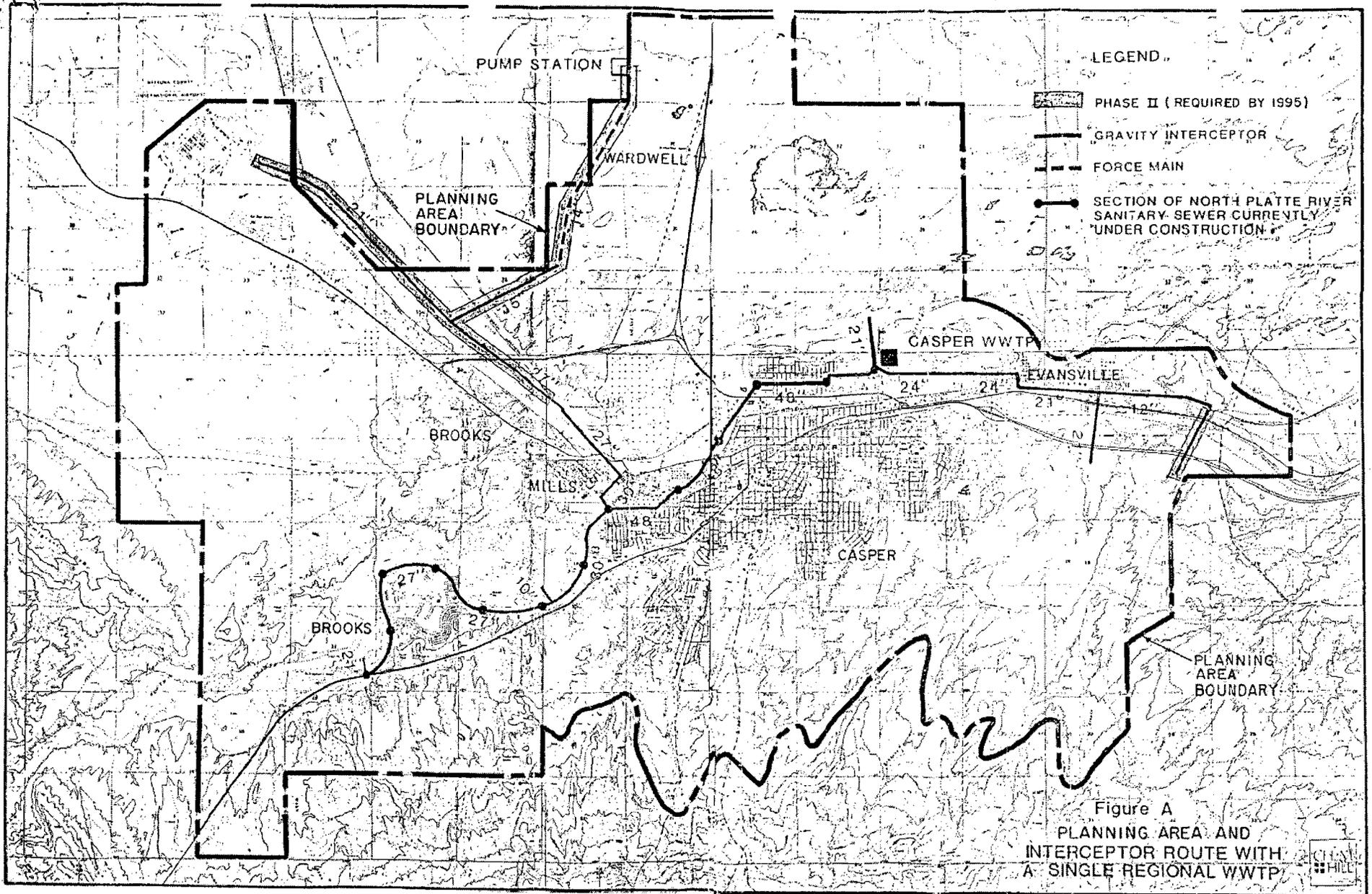
By [Signature]

WARDWELL WATER & SEWER DISTRICT

ATTEST:

By [Signature]

By [Signature]



AMENDMENT #1

TO THE  
AGREEMENT

FOR

CONSTRUCTION, OPERATION  
AND COST ALLOCATION

FOR A

REGIONAL WASTEWATER SYSTEM  
FOR THE MILLS-CASPER-EVANSVILLE AREA

SEVEN ORIGINAL COPIES - ONE GIVEN TO  
EACH OF THE PARTICIPATING AGENCIES

THIS AMENDMENT #1 TO THE AGREEMENT FOR CONSTRUCTION, OPERATION AND COST ALLOCATION FOR A REGIONAL WASTEWATER SYSTEM FOR THE MILLS-CASPER-EVANSVILLE AREA made, dated, and signed the 1st day of August, 19 85, by and among the Town of Mills, hereinafter referred to as "Mills," the City of Casper and its Board of Public Utilities, hereinafter referred to jointly as "Casper," the Town of Evansville, hereinafter referred to as "Evansville," the Brooks Water and Sewer District, hereinafter referred to as "Brooks," the Wardwell Water and Sewer District, hereinafter referred to as "Wardwell" and Natrona County, hereinafter referred to as "Natrona County."

WITNESSETH:

WHEREAS, the parties to the original July 17, 1981 agreement have thus far participated in the implementation of the Mills-Casper-Evansville 201 Regional Wastewater Plan; and

WHEREAS, capital construction costs for a completion date of the wastewater facilities (Stage I) in mid-1986 have now been more closely identified; and

WHEREAS, it is the desire of all parties to have user charge rates associated with the use of the Regional Wastewater System the same for all agencies participating in the Regional System; and

WHEREAS, a provision for the payment of connection or system investment charges was not addressed in the original 1981 agreement and should be included in the interagency agreement; and

WHEREAS, agencies to the agreement have requested adjustments to the original boundaries as proposed in the original Mills-Casper-Evansville 201 Facilities Plan dated June, 1981; and

WHEREAS, financial obligations of each agency for the first year of service must be formulated; and

WHEREAS, certain requirements of the U.S. Environmental Protection Agency (EPA) must be met by all participants to the interagency agreement; and

WHEREAS, a provision for the inclusion of entities not party to the original agreement should be addressed; and

WHEREAS, temporary exceptions to the Regional Wastewater Plan need to be provided for when the cost-effectiveness of an exception requires such; and

WHEREAS, a policy for the extension of future facilities should be formulated.

NOW, THEREFORE, in consideration of the mutual covenants to be kept and performed and other good and valuable considerations, the sufficiency of which is acknowledged, the following amendments to the original July 17, 1981 agreement are agreed to among the parties.

1. Section 2.1 TOWN OF MILLS shall be amended to include the following language.

h. Will contribute i) \$250,000 and ii) the cost of any connections to the Regional System serving only Mills, as its share of the capital facilities proposed in the Facilities Plan (Stage I). No additional monies for the Stage I capital facilities shall be required, assuming all contributions outlined in amended Sections 2.1 through Section 2.6 are made, and satisfy the requirements of local financing for the Stage I capital facilities.

2. Section 2.2 NATRONA COUNTY shall be amended to include the following language.

e. Will contribute up to \$1.35 million to the capital facilities proposed in the Facilities Plan (Stage I), consisting of \$250,000 for the Riverwest lift station and up to \$1.1 million of additional funds. As Natrona County is not presently an operating agency providing sewer service, no additional monies for the Stage I capital facilities shall ever be required.

This contribution by Natrona County is for the express purpose of eliminating the requirement of additional monies for the Stage I capital facilities beyond those defined in this amendment, said additional monies to originally have been collected from agency contributions, connection or user charges. It is the intent of Natrona County in making this contribution to have the same user rates and connection charges assessed to each operating agency.

3. Section 2.3 CITY OF CASPER shall be amended to include the following language.

- j. Will contribute the remaining amount of local funds not provided by the other agencies to the capital facilities proposed in the Facilities Plan (Stage I) for the construction of this project, not to exceed \$5.5 million for existing facilities and design of the system, and \$6.0 million for the Stage I construction. No additional monies for the Stage I capital facilities shall be required, assuming all contributions outlined in amended Sections 2.1 through 2.6 are available and satisfy the requirements of local financing for the Stage I capital facilities.

4. Section 2.4 TOWN OF EVANSVILLE shall be amended to include the following language.

- g. Will contribute to the capital facilities proposed in the Facilities Plan (Stage I) by constructing at its sole expense i) Section II of the Evansville interceptor (Project MCE-83-2) in accordance with the sizing and location proposed in the Facilities Plan, at a time not later than five (5) years from the date of this amendment; and ii) any connections to the Regional System serving only Evansville. No

additional monies for the Stage I capital facilities shall be required, assuming all contributions outlined in amended Sections 2.1 through 2.6 are made and satisfy the requirements of local financing for the Stage I capital facilities.

5. Section 2.6 WARDWELL WATER AND SEWER DISTRICT shall be amended to include the following language.
  - g. As Wardwell will not require wastewater service at the present time, no contribution to the capital facilities proposed in the Facilities Plan (Stage I) shall be made. Financial contributions shall be made by Wardwell at such time as wastewater service is required in accordance with Section 3.1.
6. Section 2.6 BROOKS WATER AND SEWER DISTRICT shall be amended to include the following language.
  - g. Will contribute to the capital facilities proposed in the Facilities Plan (Stage I) by constructing at its sole expense any connections to the Regional System serving only Brooks. No additional monies for the Stage I capital facilities shall be required, assuming all contributions outlined in amended Sections 2.1 through 2.6 are made and satisfy the requirements of local financing for the Stage I capital facilities.
7. Section 3.1 through 3.3 of the original July 17, 1981 agreement shall be eliminated and replaced with the following.

#### 3.1 REGIONAL COST ALLOCATION MODEL

In consideration of cost-sharing issues in the proposed regional system, the participants in the regional facility adopt the premise that all components proposed to serve regional wastewater needs shall be considered as a unified system, so that the agencies participating in and receiving service from the system shall share all designated regional costs on an equitable basis. The purpose of this section is to establish a model for

identification, allocation, and administration of all costs associated with provision of regional wastewater treatment to be shared by the participating agencies.

3.1.1 Identification of Regional Cost Bases

Annual costs associated with the facilities or activities designated by the following categories are to be specifically identified by the agencies participating in this agreement, so that the annual financial responsibility of each agency may be calculated as set forth in Section 3.1.3.

- a. Capital Recovery Costs of Proposed Regional Facilities:
  - o Assuming monies are available as per amended Sections 2.1 through 2.6, no additional monies for capital facilities proposed in the Facilities Plan (Stage I) will be required. If contributions listed in amended Sections 2.1 through 2.6 are not made, or if additional funds are necessary, Capital Recovery Costs shall be as per the original July 17, 1981 agreement.
- b. Capital Recovery Costs of Capital Facilities contributed by one agency for use in regional system:
  - o Assuming "grant" monies are available as per amended Sections 2.1 through 2.6, the annual debt service of \$272,270 owing by Casper to the Wyoming Farm Loan Board, for loans JPA-47 Natrona and JPA-60 Natrona for construction of the North Platte Sanitary Sewer, shall be the sole Capital Recovery Costs of capital facilities contributed by one agency (Casper) for use in the Regional System. If contributions listed in amended Sections 2.1 through 2.6 are not totally available, Capital Recovery Costs shall be as per the original July 17, 1981 agreement.
- c. Other Capital Requirements:
  - o Additional equipment or system components, not included in the 201 Plan as necessitated by use in the Regional System.

- d. Direct Costs of Operations and Maintenance of Regional System:
  - o Identified from appropriate budget categories of the Regional System.
- e. Replacement Capital Requirements:
  - o Annual encumbrance of monies set aside in a separate interest-bearing account, to allow for ongoing replacement of equipment or system components.
- f. Management and Overhead of Regional System:
  - o Costs associated with administration and operation of the Regional System.

3.1.2 Method for Allocation of Regional Costs

Costs associated with the Regional System must be identified on an annual basis in accordance with Section 3.1.1. Total annual costs for acquisition, construction, operations and maintenance, debt service, and replacement of the Regional System are to be allocated to the participating agencies receiving regional service according to the following procedure:

- a. Determine total annual costs for regional wastewater system in accordance with Section 3.1.1 above.
- b. Measure total annual wastewater flow treated in Regional System.
- c. Divide (a) by (b) to calculate cost of treatment per gallon.
- d. Multiply (c) by measured annual flow for each agency receiving regional wastewater treatment in that year.
- e. The above cost allocation procedures apply to normal sewage strengths. Additional charges shall be made to any agency contributing sewage of abnormally high strength. Such additional charge shall apply when either B O D or suspended solids concentrations exceed 200 mg/l or 250 mg/l respectively (Refer to Appendix 1-A for the basis of determining these additional charges).

### 3.1.3 Administration of Annual Cost-Sharing Agreement

Casper will establish and operate a cost-accounting system, as provided in Section 2.3-g., to administer and recover annual costs for the Regional System as follows:

- a. Estimate total Regional System costs for coming budget year (construction + acquisition + operations and maintenance + debt service + replacement).
- b. Estimate annual flows for Regional System and for individual agencies.
- c. Calculate estimated annual dollar requirement for each agency.
- d. Bill monthly on estimated costs for interim period, until accurate costs and flow measurements are obtained.
- e. Correct payments periodically (but not less than quarterly) on the basis of actual cost and actual flow information.
- f. Repeat entire cycle on an annual basis.
- g. Quantities for the first year of operation shall be based upon each agency's prorata share of the total number of individual accounts provided service by the Regional System.

### 3.2 SYSTEM FINANCING

The purpose of this section is to establish mechanisms which will assure a sound financial basis for the continued operation of the Regional System, and to guarantee that the financial requirements of this agreement are executed as set forth herein.

3.2.1 Each Operations Agency participating in the system, as described in Section 2.0, agrees to establish a system of user charges to recover, at a minimum, the costs of annual operation and maintenance, debt service and replacement, for which it is responsible, and will obtain approval of said user charge system from the Department of Environmental Quality.

- 3.2.2 Each Operations Agency agrees to conform to the requirements of the U. S. Environmental Protection Agency regarding the prohibition of certain waste discharges and construction of new sewers and connections (See Appendix 1-B).
- 3.2.3 Assuming contributions are available as per amended Sections 2.1 through 2.6, all existing accounts receiving wastewater service from the various agencies on or prior to the date of connection to the Regional System shall not be required to pay a connection charge for the right to system usage. Thereafter, each agency shall pay the same then-current 201 connection charge (to be based upon water meter size) as promulgated by the Management Oversight Committee (See Section 3.4) for each new connection within its respective service area and within the 201 boundary area. Connection charges shall be set aside in a separate interest-bearing account by Casper for future expansion of the Regional System, and shall not be used for operation and maintenance, debt service and replacement expenses of the regional System. All connections shall be reported and paid to Casper on a monthly basis, who will report periodically to the Management Oversight Committee on the financial status of this connection charge account.
- 3.2.4 All financial aspects of the Regional System must be fully auditable by means of the cost-accounting system established in accordance with Section 2.3.-g., and according to the guidelines set forth in amended Section 3.1.3.
- 3.2.5 Costs allocated to the participating agencies in accordance with amended Section 3.1.2 are to be remitted on a regular basis to Casper as set forth in amended Section 3.1.3.

### 3.3 PARTICIPATION BY OTHER AGENCIES

Other agencies within the 201 boundary area but not party to the July 17, 1981 agreement nor this Amendment #1 shall have the right to connect to the Regional System, acting either as a separate Operations Agency or through an existing Operations Agency to this agreement. If acting as a separate Operations Agency, said entity will abide by the regional costs as defined in amended Sections 3.1 and 3.2, and shall secure the approval of the Operating Agency of which it is a part prior to acting on its own behalf. If acting through an existing Operations Agency, the entity shall be bound by the terms and conditions for service as deemed by the existing Operations Agency's own policies regarding service, connection charges, user charges, annexation, etc. The entity may also then become a member of the Management Oversight Committee.

Individual residential and commercial establishments not affiliated with an Operations Agency within the 201 boundary area shall have the right to connect to the Regional System. Methods and amounts of billing shall be as determined by the Management Oversight Committee.

### 3.4 MANAGEMENT OVERSIGHT COMMITTEE

A Management Oversight Committee will be established to review and monitor the administration and cost allocations of the Regional Wastewater System. The duties and authority of the Committee shall include the review and approval of the cost accounting system, cost allocations, audits, sewer use ordinances, capacity allocations of the Regional System and temporary exception request appeal (as per Section 3.6.c). It shall also review and advise all operating agencies relative to connection and user charge systems, sewer extension policies, boundary adjustments, pretreatment programs and other operating concerns.

The Committee shall establish an annual budget for committee administration which shall be included in the management and overhead of the Regional System.

The Committee shall be composed originally of seven members; one each from Brooks, Evansville, Mills, Wardwell, and Natrona County and two from Casper. The Committee shall meet as determined by its members but not less than once a year.

### 3.5 BOUNDARY ADJUSTMENTS

The service area boundary identified in the Facilities Plan is a planning tool and is not intended to be inflexible or unchangeable. Boundary adjustments can be made according to the following procedures.

- a. Any city, town, district, or Natrona County, may request an adjustment to the existing 201 boundaries by requesting in writing such adjustment to the Management Oversight Committee. If the area to be added or deleted is within the existing or proposed service area of one of the participating agencies to this agreement, such request shall be made by that participating agency.
- b. The request for a boundary adjustment shall include as a minimum the following information.
  - i) A cost-effective analysis using the same criteria used in the original Facilities Plan to determine the economics of wastewater conveyance and treatment. This analysis should include sufficient detail to allow review and consideration by the participating agencies.
  - ii) The effect that the boundary adjustment would have on those agencies remaining in the service area.
  - iii) The effect that the boundary adjustment would have on the capacity of facilities being provided in the Regional System.
- c. Approval to adjust the boundaries may be made via an amendment to the Facilities Plan. The amendment

must be formally adopted and approved by all participating agencies, the State of Wyoming (with certification by the Governor) and the U. S. Environmental Protection Agency.

- d. All costs associated with a proposed boundary adjustment and its effect upon the then-current Facilities Plan shall be borne by the entity requesting such adjustment. Such costs shall include, but not be limited to, the cost-effective analysis and the impact upon those entities within the planning area.

### 3.6 TEMPORARY EXCEPTIONS TO THE FACILITIES PLAN

It is the policy of all participants to the original July 17, 1981 agreement and this amendment, as well as the Wyoming Department of Environmental Quality, to require connection to the Regional System by all dischargers of sanitary sewerage within the planning area boundaries.

Each participating agency agrees to exercise its zoning and land use powers as allowed by State statute, as well as construction permitting authority (if delegated the authority by the State), to ensure that improvement of an individual property within the service area is consistent with the approved Facilities Plan. Each participating agency will not approve a newly-platted subdivision (defined as three or more platted parcels) which is inconsistent with the Facilities Plan, except when it can be shown that in the case of a particular subdivision strict compliance with the provisions of the Facilities Plan would not be cost-effective,\* the participating agency may authorize temporary exceptions to the approved Facilities Plan. The granting of any temporary exception shall be based upon findings by the participating agency that:

- a. The subdivider is proceeding in good faith.
- b. There are unusual topographical or other special circumstances associated with the property which are not the result of any action of the subdivider and which prohibit the use of the property in a manner similar to the use of adjacent or nearby properties.

\* Cost effective - A comparison to total resource costs of alternative waste management systems. Total resource costs include monetary costs and non-monetary factors. Monetary costs shall be calculated in terms of present worth values or equivalent annual costs over the planning period (= 20 years). Non-monetary factors include primary and secondary environmental effects, implementation capability, operability, performance reliability, energy use, scarce resources, flexibility, design efficiency, consistency with sewer master plans, and other pertinent issues relating to water quality, financial, institutional, legal and planning aspects of the project.

- c. The temporary exception is necessary for reasonable development of the property in question and will alleviate a clearly demonstrable hardship based upon a cost-effectiveness analysis.
- d. The temporary exception will not nullify the intent or purpose of these regulations.
- e. Granting the temporary exception will not be detrimental to the general public health, safety and welfare.

Any temporary exception granted shall constitute the minimum adjustment necessary to alleviate the hardship. A temporary exception shall in no case allow the issuance of discharge permits within the planning area boundary.

A request for a temporary exception may be submitted only after the Planning Officer or Department of the participating agency affected has reviewed the preliminary plat and recommended disapproval because the plat does not conform to the Facilities Plan. The subdivider may then seek relief from the specific provisions of the Facilities Plan with which he cannot comply. In granting a temporary exception, both the Planning Officer (or Department) and the 201 Management Oversight Committee shall impose such requirements and conditions as will ensure substantial compliance with the objectives and standards of the Facilities Plan, including as a minimum a contribution of funds by the subdivider in such amount to pay the entire costs of installing a sewage collection system and connecting the subdivision into the Regional System when it becomes available. If the temporary exception is approved, the subdivider shall contribute funds in such amount to pay the entire costs of connecting the subdivision into the sanitary sewer system when it becomes available.

All requests for temporary exceptions shall be submitted in writing to the Planning Officer or Department of the participating agency affected. In the event the Planning Officer or Department declines to grant an exception request, such request may be presented to the 201 Management Oversight Committee for review. All participating agencies shall have the right for input into the temporary exception process.

The findings and action on each temporary exception of a subdivision and any conditions imposed by the Planning Officer or Department shall be submitted to the Management Oversight Committee. For all existing platted subdivisions at the time of this agreement, and for existing and future developments consisting of one or two platted parcels, temporary exceptions to the approved Facilities Plan may also be allowed on an individual basis by the Planning Officer or Department (or Natrona County Health Department in unincorporated areas). Such temporary exceptions, however, shall be required to connect to the Regional System at such time that a sanitary sewer is located within 300 feet of the property (or greater distance as determined by the Natrona County Health Department based upon a cost-effective analysis submitted by the Owner and approved by the Health Department).

### 3.7 FACILITIES EXTENSION

All participating agencies within the Facilities Planning area shall adhere to an areawide master plan defining certain interceptor sizes, locations and elevations for facilities necessary to provide service to the entire area. The expense for these facilities shall be borne entirely by the participating agency receiving service, except in such instances that other agencies may benefit from such facilities which are "oversized" or constructed in some other manner to meet their needs. In such instances, the materials cost in excess of the materials cost for the system necessary to provide service to the agency constructing such facilities shall be reimbursed from monies accumulated by Casper for use in the Regional System.

3.8 RETURN FLOW CREDIT

In the event that a municipal return flow credit for waste-water is adopted by the State of Wyoming, participating agencies will receive proper credit from Casper for their share of the return flow to the North Platte River.

Each and all other terms and conditions of the July 17, 1981 agreement be and they are hereby ratified, approved and confirmed.

ATTEST:

By

*[Handwritten signature]*  
\_\_\_\_\_  
My Term of Office Expires  
January 5, 1987

NATRONA COUNTY, WYOMING  
BOARD OF COUNTY COMMISSIONERS

By

*[Handwritten signature]*  
\_\_\_\_\_  
Chairman

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By

*[Handwritten signature]*  
\_\_\_\_\_  
City Clerk

By

*[Handwritten signature]*  
\_\_\_\_\_  
Mayor

CASPER BOARD OF PUBLIC UTILITIES

ATTEST:

By

*[Handwritten signature]*  
\_\_\_\_\_  
Secretary

By

*[Handwritten signature]*  
\_\_\_\_\_  
President

TOWN OF MILLS

ATTEST:

By

*[Handwritten signature]*  
\_\_\_\_\_

By

*[Handwritten signature]*  
\_\_\_\_\_

TOWN OF EVANSVILLE

ATTEST:

By

*[Handwritten signature]*  
\_\_\_\_\_  
Town Clerk

By

*[Handwritten signature]*  
\_\_\_\_\_

BROOKS WATER & SEWER DISTRICT

ATTEST:

By

*[Handwritten signature]*  
\_\_\_\_\_

By

*[Handwritten signature]*  
\_\_\_\_\_

WARDWELL WATER & SEWER DISTRICT

ATTEST:

By

*[Handwritten signature]*  
\_\_\_\_\_

By

*[Handwritten signature]*  
\_\_\_\_\_

APPENDIX 1-A

EXCESSIVE SEWAGE STRENGTH  
SURCHARGE FORMULA

(Applicable When Either BOD or Suspended Solids  
Concentrations Exceed 200 ppm or 250 ppm Respectively)

WHERE :

$S = V_s \times 8.34 (Y) (BOD-200) + (C) (SS-250)$

S = Surcharge in dollars

$V_s$  = Sewage volume in million gallons

8.34 = Pounds per gallon of water

Y = Unit charge for BOD in dollars per pound (to be determined based upon current user charges)

BOD = BOD strength index in parts per million by weight

200 = Allowed BOD strength in parts per million by weight

C = Unit charge for suspended solids in dollars per pound (to be determined based upon current user charges)

SS = Suspended solids strength index in parts per million by weight

250 = Allowed SS strength in parts per million by weight

APPENDIX 1-B

- A. All users of the Regional Wastewater System are subject to and shall comply with all provisions of the General Pretreatment Regulations (40 CFR, Part 403). Casper, Mills, Evansville, Brooks, Wardwell and Natrona County shall implement the pretreatment program by adoption of appropriate ordinances or rules and regulations within their respective jurisdictional boundaries, or shall have entered into appropriate contracts with Casper, or both, prior to discharging any wastewater into the portion of the regional wastewater system owned by Casper.
- B. The size, slope, alignment, materials of construction of all sanitary sewers and sewer conjunctions, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City of (Town of) \_\_\_\_\_, and the State of Wyoming. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. and W.P.C.F. Manual of Practice No. 9 shall apply.

AMENDMENT #2

THIS AMENDMENT #2 TO THE AGREEMENT FOR CONSTRUCTION, OPERATION, AND COST ALLOCATION FOR A REGIONAL WASTEWATER SYSTEM FOR THE MILLS-CASPER-EVANSVILLE AREA, made, dated, and signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and among the Town of Mills, hereinafter referred to as "Mills," the City of Casper and its Board of Public Utilities, hereinafter referred to jointly as "Casper," the Town of Evansville, hereinafter referred to as "Evansville," the Brooks Water and Sewer District, hereinafter referred to as "Brooks," the Wardwell Water and Sewer District, hereinafter referred to as "Wardwell," and Natrona County, hereinafter referred to as "Natrona County."

WHEREAS, the parties to the July 17, 1981, Agreement and August 1, 1985, Amendment #1, have thus far participated in the implementation of the Mills-Casper-Evansville 201 Regional Wastewater Plan; and,

WHEREAS, the U.S. Environmental Protection Agency (EPA) requires all users of the Regional Wastewater System to protect the System through the implementation of industrial pretreatment programs meeting certain federal requirements; and,

WHEREAS, Casper, as the Regional Administrator, is required to enforce compliance with federal requirements equally to all users of the Regional Wastewater System; and,

WHEREAS, provisions and procedures must be established to monitor compliance by all participants to this agreement equally; and,

WHEREAS, certain legal limits to Casper's authority outside of its jurisdictional boundaries require joint agreement between Casper and the other participants to this agreement; and,

WHEREAS, certain technical functions involved in the administration and implementation of a comprehensive Industrial Pretreatment Program are best provided as a centralized function.

NOW, THEREFORE, in consideration of the mutual covenants to be kept and performed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the following amendments to the original July 17, 1981, Agreement and the August 1, 1985, Amendment #1 thereof are agreed to among the parties.

APPENDIX 1-B, SECTION A is hereby deleted and replaced with that which follows:

4.0 INDUSTRIAL PRETREATMENT.

General.

All users of the Regional Wastewater System are subject to and shall comply with all provisions of the General Pretreatment Regulations (40 CFR, Part 403). Casper, Mills, Evansville, Brooks, Wardwell, and

Natrona County shall implement the pretreatment program by adoption of appropriate ordinances or rules and regulations within their respective jurisdictional boundaries, prior to discharging any wastewater into the Regional System.

#### 4.1 DEFINITIONS.

The following words, terms, and phrases are hereby defined and shall be interpreted as such throughout Section 4. Terms not herein defined shall have the meaning customarily assigned to them.

Agency shall mean the City of Casper (Regional Administrator), Town of Mills, Town of Evansville, Brooks Water and Sewer District, Wardwell Water and Sewer District, and all other future public or private entities which own and operate wastewater collection systems which discharge wastewater into the Regional System.

Categorical Industry shall mean a specific category of industrial users of the Regional System subject to categorical standards.

Categorical Standard shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Clean Water Act as amended (33 U.S.C. 1251), which applies to a specific category of industrial users.

Commercial or Institutional Users shall mean all non-residential users which introduce only sanitary sewage or primarily segregated domestic wastes into a building sewer.

Industrial User shall mean any non-domestic source regulated under Section 307(b), (c), or (d) of the Clean Water Act that introduces pollutants into Casper's or the Agency's wastewater collection system.

Industrial Waste shall mean the water-carried wastes from industrial manufacturing or industrial processing, as distinct from sanitary sewage. It shall include the trade wastes produced by, but not limited to, food processing and bottling plants, food manufacturing plants, slaughtering plants, tallow works, plating works, disposal services, industrial cleaning laundries, cleaning establishments, cooling plants, industrial plants, factories, and chemical treatment installations.

Industrial Waste Discharge Permit shall mean the authorization to permit a significant industrial user to discharge wastewater into the wastewater collection system.

Minor Industrial Users shall mean an industrial user not classified as a significant industrial user.

Regional Administrator (RA) shall mean the City of Casper, acting through the Casper Board of Public Utilities, as the Administrator of the Regional System for the mutual benefit of all managing and operating agencies within the Regional boundary.

Regional System shall mean the Mills-Casper-Evansville Regional Wastewater Treatment Plant (Sam Hobbs Regional Wastewater Plant) and the

associated regional interceptor sewers owned and operated by Casper for the benefit of all Agencies.

Significant Industrial User shall mean any significant user of any Agency's wastewater collection system who (i) has a discharge flow of 25,000 gallons or more per average work day; or, (ii) has a greater flow than five percent (5%) of the flow in the Agency's wastewater collection system; or, (iii) has in its wastes toxic pollutants as defined by Section 307 of the Clean Water Act, or State Statutes and Rules; or, (iv) is found by the Regional Administrator, Agency, the State of Wyoming, or the U.S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the Agency's wastewater collection system or Regional System, the quality of sludge, the effluent quality, or air emissions generated.

Wastewater (also sewage) shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that is discharged to the Regional System.

#### 4.2 INDUSTRIAL PRETREATMENT PROVISIONS.

- A. All Agencies shall adopt and diligently enforce ordinances, standards, and/or rules and regulations which conform to 40 CFR S 403.8(f)(1)(i-vii) Pretreatment Requirement of minimum legal authorities, and which contain all other legal provisions mandated by this Agreement. The Agencies shall work cooperatively to administer the Pretreatment Program. All Agencies shall also formulate, fund, and execute programmatic procedures which will enable compliance with the "Procedures" and "Funding" requirements contained in 40 CFR S 403.8(f)(2) and (3) of the Federal Pretreatment Regulations.
- B. All Agencies shall adopt and enforce in their ordinances, standards, and/or rules and regulations, the following provisions: (i) a provision requiring any industrial user responsible for a significant accidental discharge to notify immediately both the Regional Administrator and the Agency; (ii) a provision precluding, except where authorized by Categorical Standard, the use of dilution to attain conformance to Pretreatment Standards, and authorizing the Agency to develop mass limitations for any industrial user using improper dilution; (iii) a provision forbidding and penalizing the knowing transmittal of false information by an industrial user to the Agency; and, (iv) a provision granting the Agency explicit authority to mandate the installation of all necessary monitoring and pretreatment facilities by industrial users. All Agencies shall consult and cooperate in the drafting of new supplemental amendments to the ordinances, standards, and/or rules and regulations which are necessary to ensure the effective administration of the overall Pretreatment Program.
- C. All Agencies shall adopt, enforce, and amend as appropriate, in their ordinances, standards, and/or rules and regulations, specific

discharge limits at least as stringent as those limits and prohibitions enumerated and described in the Casper City Code of Laws in regards to pretreatment. Prior to amendment of these limits and prohibitions, all Agencies shall be notified of the proposed amendments and be provided the opportunity for comment.

- D. Once promulgated, Categorical Standards for a particular industrial category shall supersede all conflicting specific discharge limits as they apply to that industrial category. The Agencies, in consultation with the Regional Administrator, shall notify all affected industrial users of pertinent 40 CFR S 403.12 reporting requirements.
- E. The Regional Administrator, in consultation with the affected Agency, shall make the final determination, pursuant to 40 CFR S 403.6, as to whether a particular industrial user is a categorical industry. The Agency shall provide the Regional Administrator such information that it has at its disposal, and shall assist the Regional Administrator in collecting such other information as the Regional Administrator deems necessary. The Regional Administrator and Agency shall jointly issue industrial waste discharge permits to categorical industries.
- F. The Regional Administrator, in consultation with the affected Agency, shall make the final determination as to whether a particular industrial user is a Significant Industrial User (SIU). The Agency shall provide the Regional Administrator such information that it has at its disposal, and shall assist the Regional Administrator in collecting such other information as the Regional Administrator deems necessary to make this determination. The Regional Administrator and the affected Agency shall control through permit, contract, or other similar means, industrial waste discharge from each significant industrial user which discharges into each Agency's wastewater collection system.

The Regional Administrator and Agency shall maintain files for each SIU containing all documents pertaining to surveys, notifications, and records of sampling, testing, and notices to the SIU, and all correspondence and notices.

- G. Each Agency shall establish and file with the Regional Administrator a certified copy of Uniform Industrial Waste Discharge Ordinance, standards, or rules and regulations, and any amendments thereto.

Agencies shall, in their uniform ordinances, standards, and/or rules and regulations, delegate to the Regional Administrator the authority to issue, jointly with the Agency, Industrial Waste Discharge Permits. The Regional Administrator accepts the duties and responsibilities relative to the issuance of such permits, and in a timely fashion, submit to Agencies copies of all industrial monitoring reports, including 40 CFR S 403.12 Compliance Reports. This record requirement shall apply both to self-monitoring conducted by industrial users, in accordance with federal, state, and local requirements, and to any compliance monitoring conducted by the Regional Administrator. The Regional Administrator shall, with its own personnel and equipment, or via contract, assure that sample

taking and analysis, and the collection of other information pertinent to any compliance monitoring, be performed with sufficient care to produce evidence admissible in administrative and judicial enforcement actions.

- H. The Regional Administrator may at all reasonable times and upon reasonable notice to the Agencies, enter and inspect any part of the wastewater collection system of any Agency for the purpose of implementing its responsibilities discussed heretofore. The right-of-entry and inspection shall extend to public streets, easements, and property within which the system is located. The Regional Administrator shall be allowed as appropriate to enter on private property to inspect industrial waste discharge. Subject to its ability to do so, each Agency shall make the local and administrative arrangements for the inspection. The right and responsibility of the Regional Administrator to inspect shall include on-site inspection of pretreatment and sewer facilities, observation, measurements, sampling, testing, and access to all 40 CFR S 403.12 compliance records located on the premises of the industrial user. This provision shall be and become a part of any user permit.
- I. The Regional Administrator, in the performance of its permitting and administrative enforcement duties, shall initiate and update industrial waste surveys, provide necessary technical services, process chemical analyses and engineering services, issue and review Industrial Waste Discharge Permits jointly with the Agencies, inspect and monitor industrial waste discharges, waste discharge facilities, and operations of permittees, and do all other acts and things necessary to the issuance of permits and administrative enforcements.
- J. The Regional Administrator shall rely upon the Agencies for judicial enforcement within the Agencies' respective service areas. The Regional Administrator shall periodically review the judicial enforcement efforts of each Agency to ensure that pretreatment requirements are being diligently enforced at the local level by each Agency.
- K. Where a discharge to the Regional System reasonably appears to present an imminent endangerment to the health or welfare of persons, or presents or may present an endangerment to the environment, or threatens to interfere with the operation of the Regional System, the Regional Administrator shall immediately initiate investigative procedures to identify the industrial user who is the source of the discharge, and with the assistance of the Agency, take any steps necessary to halt or prevent the discharge. If necessary, in the opinion of the Regional Administrator, the Agency will seek injunctive relief against the industrial user contributing significantly to the emergency condition. In the case of a discharge which does not reasonably appear to present an imminent endangerment to the health or welfare of persons, the Regional Administrator, with the assistance of the affected Agency, shall provide formal notice to any industrial user contributing significantly to the emergency condition, and an opportunity to respond to the emergency condition, in conformance with the procedures outlined in the Casper City Code of Laws regarding pretreatment.

- L. In those instances where an Agency provides water service to customers located within any Agency's service area, and upon the Regional Administrator's written notification to the Agency that a violator is perpetuating a condition which violates the appropriate standards, the Agency shall take the necessary steps to immediately sever the pertinent water connection and sewer connection, if practicable. All Industrial Waste Discharge Permits issued jointly by the Regional Administrator and the Agencies shall contain language to this effect.
- M. If any Agency systematically fails or refuses to fulfill or judicially enforce any pretreatment obligations, ordinance, or rules and regulations, the Regional Administrator shall send written notice to that Agency containing a list of the pretreatment violations, a list of remedial actions to be taken by that Agency, and a time schedule for complying with all pretreatment obligations. Where any Agency fails to take the required remedial actions within the time schedule set forth in the notice, the Regional Administrator may seek injunctive relief against that Agency for compliance with its pretreatment obligations.
- N. Sudden and accidental pollution within the Regional System resulting from industrial wastewater contributions, the responsibility for which cannot be determined or assigned to the Regional Administrator or an Agency, shall be the joint responsibility of all parties signatory to this Agreement. The Regional Administrator shall, to the extent possible, purchase and provide insurance for protection against liability and property damage. The Regional Administrator shall not be responsible for damage to the Agency's wastewater collection system as a result of an industry's discharge, except for that which may be caused by the Regional Administrator's own negligence. Each Agency in the Regional System shall be individually liable for all damages, fines, and costs resulting from its negligent or intentional acts; however, nothing in this agreement shall expand the liability for damages of any party to this agreement as limited by the Wyoming Governmental Claims Act.
- O. All costs associated with the Regional Administrator's implementation of the pretreatment program, including premiums for insurance obtained as described in Paragraph N, shall be prorated among the participants in the Regional System in the same manner as the direct operation and maintenance costs of the Regional System (See 3.1.1 - Identification of Regional Cost Bases and 3.1.2 - Method for Allocation of Regional Costs). This method of assessment of costs shall be reviewed within a period of time not to exceed three years, in order to assure equitability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 on the day and year first above written.

NATRONA COUNTY, WYOMING  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: [Signature]  
My Term of Office Expires January 7, 1991

By: Frank J. Ellis

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: Calvin Chassey  
City Clerk

By: [Signature]  
Mayor

CASPER BOARD OF PUBLIC UTILITIES

ATTEST:

By: [Signature]  
Secretary

By: [Signature]  
Vice-President

TOWN OF EVANSVILLE

ATTEST:

By: James H. Hill  
Town Clerk

By: [Signature]

TOWN OF MILLS

ATTEST:

By: [Signature]  
Town Clerk

By: Alan P. Sworn

BROOKS WATER AND SEWER DISTRICT

ATTEST:

By: Dan M. Caughlin

By: [Signature]

WARDWELL WATER AND SEWER DISTRICT

ATTEST:

By: *Cornett R. West*

By: *Lawrence J. Gray*

**AMENDMENT #3**

**TO THE  
AGREEMENT**

**FOR**

**CONSTRUCTION, OPERATION  
AND COST ALLOCATION**

**FOR A**

**Regional Waste Water System  
FOR THE MILLS-CASPER-EVANVILLE AREA**

THIS AMENDMENT #3 TO THE AGREEMENT FOR CONSTRUCTION, OPERATION AND COST ALLOCATION FOR A REGIONAL WASTEWATER SYSTEM FOR THE MILLS-CASPER-EVANVILLE AREA made, dated, and signed the 20<sup>th</sup> day of February, 1998 by and among the Town of Mills, hereinafter referred to as "Mills," the City of Casper, hereinafter referred to as "Casper," the Town of Evansville, hereinafter referred to as "Evansville," the Town of Bar Nunn, hereinafter referred to as "Bar Nunn", the Brooks Water and Sewer District, hereinafter referred to as "Brooks," the Wardwell Water and Sewer District, hereinafter referred to as "Wardwell," and Natrona County, hereinafter referred to as "Natrona County."

**WITNESSETH:**

WHEREAS, the parties to the original July 17, 1981 agreement, the August 1, 1985 Amendment #1, and the February 22, 1988 Amendment #2 have thus far participated in the implementation of the Mills-Casper-Evansville 201 Regional Wastewater Plan; and

WHEREAS, certain requirements of the U.S. Environmental Protection Agency (EPA) must be met by all participants to the "Agreement For Construction, Operation, and Cost Allocation For A Regional Waste Water System For the Mills-Casper-Evansville Area" and subsequent amendments (Interagency Agreement); and

WHEREAS, changes need to be made to the Interagency Agreement to accommodate new U.S. Environmental Agency (EPA) requirements; and

WHEREAS, changes need to be made to the Regional Cost Allocation Model to more appropriately recover costs; and

WHEREAS, restricting the Management Oversight Committee to a set number of permanent members needs to be addressed; and

WHEREAS, changes need to be made for Temporary Exceptions to the Regional Wastewater Plan to increase administrative flexibility.

NOW, THEREFORE, in consideration of the mutual covenants to be kept and performed and other good and valuable considerations, the sufficiency of which is acknowledged, the following amendments to the original July 17, 1981 agreement, the August 1, 1985 Amendment #1, and the February 22, 1988 Amendment #2 are agreed to among the parties.

1. Section 2.4 g. of the August 1, 1985 Amendment #1, Town of Evansville shall be further amended to include the following language.

g. Will contribute to the capital facilities proposed in the Facilities Plan (Stage I) by constructing at its sole expense i) Section II of the Evansville interceptor

(Project MCE-83-2) in accordance with the sizing and location proposed in the Facilities Plan, at a time that growth dictates a need for wastewater service and, ii) any connections to the Regional System serving only Evansville. No additional monies for the Stage I capital facilities shall be required, assuming all contributions outlines in amended Sections 2.1 through 2.6 are made and satisfy the requirements of local financing for the Stage I capital facilities.

2. Section 3.1 through 3.8 of the August 1, 1985 Amendment #1 shall be eliminated and replaced with the following.

### 3.1 REGIONAL COST ALLOCATION MODEL

In consideration of cost-sharing issues in the proposed Regional System, the participants in the regional facility adopt the premise that all components proposed to serve regional wastewater needs shall be considered as a unified system, so that the agencies participating in and receiving service from the system shall share all designated regional costs on an equitable basis. The purpose of this section is to establish a model for identification, allocation, and administration of all costs associated with provision of regional wastewater treatment to be shared by the participating agencies.

#### 3.1.1 Identification of Regional Cost Bases

Annual costs associated with the facilities or activities designated by the following categories are to be specifically identified by the agencies participating in this agreement, so that the annual financial responsibility of each agency may be calculated as set forth in Section 3.1.3.

- a. Capital Recovery Costs of Proposed Regional Facilities:
  - Assuming monies are available as per amended Sections 2.1 through 2.6, no additional monies for capital facilities proposed in the Facilities Plan (Stage I) will be required. If contributions listed in amended Sections 2.1 through 2.6 are not made, or if additional funds are necessary, Capital Recovery Costs shall be as per the original July 17, 1981 agreement.
  - This includes monies for Stage II construction in the future.
- b. Capital Recovery Costs of Capital Facilities contributed by one agency for use in Regional System:
  - Assuming "grant" monies are available as per amended Sections 2.1 through 2.6, the annual debt service for Refunding Revenue Sewerage Bonds Series 1993B for

construction of the North Platte Sanitary Sewer, shall be the sole Capital Recovery Costs of capital facilities contributed by one agency (Casper) for use in the Regional System. If contributions listed in amended Sections 2.1 through 2.6 are not totally available, Capital Recovery Costs shall be as per the original July 17, 1981 agreement.

- c. Other Capital Requirements:
  - ° Additional equipment or system components, not included in the 201 Plan as necessitated by use in the Regional System.
- d. Direct Costs of Operations and Maintenance of Regional System
  - ° Identified from appropriate budget categories of the Regional System.
- e. Replacement Capital Requirements:
  - ° Annual encumbrance of monies set aside in a separate interest-bearing account, to allow for ongoing replacement of equipment or system components.
- f. Management and Overhead of Regional System:
  - ° Costs associated with administration and operation of the Regional System.
- g. Septage receiving and non-hazardous industrial waste facilities fees.
  - ° These revenues shall be credited against the expenses delineated above.
- h. Industrial Pretreatment Program Revenues
  - ° These revenues shall be credited against the expenses delineated above.

### 3.1.2 Method for Allocation of Regional Costs

Costs associated with the Regional System must be identified on an annual basis in accordance with Section 3.1.1 Total annual costs for acquisition, construction, operations and maintenance, debt service, and replacement of the Regional System are to be allocated to the participating agencies receiving regional service according to the following procedure:

- a. Determine total annual costs for Regional Waste Water

System in accordance with Section 3.1.1 above.

- b. Measure total annual wastewater flow treated in Regional System.
- c. Divide (a) by (b) to calculate cost of treatment per gallon.
- d. Environmental Protection Agency Regulations in 40 CFR, Part 35.929-2(d) requires that the cost of operation and maintenance for Infiltration/Inflow (I/I) of Regional Waste Water System components (Interceptor Sewers) be apportioned among all agencies in the same manner that other costs are distributed. The procedures for computing and apportioning Interceptor Sewer infiltration/inflow as approved by the Management Oversight Committee shall be utilized by the Regional Administrator.
- e. Flows introduced into the Regional Waste Water System for flushing purposes (i.e. - corrosion control) shall be apportioned among all agencies in the same manner that other costs are distributed.
- f. The recalculated flow from each agency shall mean the measured annual flow less the flushing flows less the Regional Wastewater Interceptor Sewer infiltration/inflow flows for that agency; and added the reapportioned flow from Regional Waste Water System flushing and Regional Wastewater Interceptor Sewer I/I flows as defined in d and e above. The procedures for computing and apportioning Regional Interceptor Sewer infiltration/inflow and flushing flows as approved by the Management Oversight Committee shall be utilized by the Regional Administrator.
- g. Multiply (c) by the reapportioned annual flow for each agency receiving regional wastewater treatment in that year.
- h. The above cost allocation procedures apply to normal sewage strengths. Additional charges shall be made to any agency contributing sewage of abnormally high strength. Such additional charge shall apply when either B O D or suspended solids concentrations exceed 200 mg/l or 250 mg/l respectively (Refer to Appendix 1-A for the basis of determining these additional charges).

### 3.1.3 Administration of Annual Cost-Sharing Agreement

Casper will establish and operate a cost-accounting system, as provided in Section 2.3-g. of the original July 17, 1981 agreement, to administer and recover annual costs for the

Regional System as follows:

- a. Estimate total Regional System costs for coming budget year (construction + acquisition + operations and maintenance + debt service + replacement).
- b. Estimate annual flows for Regional System and for reapportioned flows for individual agencies.
- c. Calculate estimated annual dollar requirement for each agency.
- d. Bill monthly on estimated costs for interim period, until accurate costs and flow measurements are obtained.
- e. Correct payments periodically (but not less than quarterly) on the basis of actual cost and actual flow information.
- f. Repeat entire cycle on an annual basis.
- g. Quantities for the first year of operation shall be based upon each agency's prorated share of the total number of individual accounts provided service by the Regional System.

### 3.2 SYSTEM FINANCING

The purpose of this section is to establish mechanisms which will assure a sound financial basis for the continued operation of the Regional System, and to guarantee that the financial requirements of this agreement are executed as set forth herein.

3.2.1 Each Operations Agency participating in the system, as described in Section 2.0, agrees to establish a system of user charges to recover, at a minimum, the costs of annual operation and maintenance, debt service and replacement, for which it is responsible, and will obtain approval of said user charge system from the Department of Environmental Quality.

3.2.2 Each Operations Agency agrees to conform to the requirements of the U.S. Environmental Protection Agency regarding the prohibition of certain waste discharges and construction of new sewers and connections )See Appendix 1-B).

3.2.3 Assuming contributions are available as per amended Sections 2.1 through 2.6, all existing accounts receiving wastewater service from the various agencies on or prior to the date of connection to the Regional System shall not be required to pay a system investment charge (connection charge) for the right to system usage. Thereafter, each agency shall pay the same then-current 201 system investment charge

(connection charge) (to be based upon water meter size) as promulgated by the Management Oversight Committee (See Section 3.4) for each new connection within its respective service area and within the 201 boundary area. System investment charges (connection charges) shall be set aside in a separate interest-bearing account by Casper for future expansion of the Regional System, and shall not be used for operation and maintenance, debt service and replacement expenses of the Regional System. All connections shall be reported and paid to Casper on a monthly basis, who will report periodically to the Management Oversight Committee on the financial status of this Regional Waste Water System Investment Charge (connection charge) account.

3.2.4 All financial aspects of the Regional System must be fully adaptable by means of the cost-accounting system established in accordance with Section 2.3.-g., and according to the guidelines set forth in amended Section 3.1.3.

3.2.5 Costs allocated to the participating agencies in accordance with amended Section 3.1.2 are to be remitted on a regular basis to Casper as set forth in amended Section 3.1.3.

### 3.3 PARTICIPATION BY OTHER AGENCIES

Other agencies within the 201 boundary area but not party to the July 17, 1981 agreement, nor Amendment #1, nor Amendment #2, nor future amendments shall have the right to connect to the Regional System, acting either as a separate Operations Agency or through an existing Operations Agency to this agreement. If acting as a separate Operations Agency, said entity will abide by the Regional costs as defined in amended Sections 3.1 and 3.2, and shall secure the approval of the Operating Agency of which it is a part prior to acting on its own behalf. If acting through an existing Operations Agency, the entity shall be bound by the terms and conditions for service as deemed by the existing Operations Agency's own policies regarding service, system investment charges (connection charges), user charges, annexation, etc. The Agency will be represented on the Management Oversight Committee by the Natrona County representative until such time as the entity dissolves and is represented by another existing member of the Management Oversight Committee who shall then represent the Agency.

Individual residential and commercial establishments not affiliated with an Operations Agency within the 201 boundary area shall have the right to connect to the Regional System. Methods and amounts of billing shall be as determined by the Management Oversight Committee.

### 3.4 MANAGEMENT OVERSIGHT COMMITTEE

A Management Oversight Committee will be established to review and monitor the administration and cost allocations of the Regional Waste Water System. The duties and authority of the Committee shall include the review and approval of the cost accounting system (procedures for computation of Regional Wastewater System charges), cost allocations, audits, sewer use ordinances, capacity allocations of the Regional System, procedures for computing and apportioning Regional Interceptor infiltration/inflow and flushing flows, approval of cost-effectiveness methodology for each participating agency for temporary exceptions, and Temporary Exception request appeal (as per Section 3.6). It shall also review and advise all Operating Agencies relative to System Investment (connection charge) and user charge systems, sewer extension policies, boundary adjustments, pretreatment programs and other operating concerns.

The Committee shall establish an annual budget for committee administration which shall be included in the management and overhead of the Regional System.

The Committee shall be composed of eight members: one each from Brooks, Evansville, Mills, Wardwell, Bar Nunn, and Natrona County, and two from Casper. The Committee shall meet as determined by its members but not less than once a year. The Committee shall decrease in size if a member withdraws from the Regional Wastewater System or dissolves and is then represented by another existing member of the Management Oversight Committee.

The Management Oversight Committee shall elect from its membership a Chairman, Vice-Chairman, and a Secretary. The Management Oversight Committee shall adopt such policies, by-laws, and other regulations, not inconsistent with this agreement, as it deems necessary to carry out the business of the Management Oversight Committee. The Committee shall specify in its by-laws the powers, duties, and responsibilities of the officers. The Management Oversight Committee shall keep minutes of all meetings at which official action is taken.

Action of the Management Oversight Committee shall require the affirmed vote of a majority of a quorum. A quorum shall consist of a majority of the members.

### 3.5 BOUNDARY ADJUSTMENTS

The service area boundary identified in the Facilities Plan is a planning tool and is not intended to be inflexible or unchangeable. Boundary adjustments can be made according to the following procedures.

- a. Any city, town, district, or Natrona County, may request an adjustment to the existing 201 boundaries by requesting in writing such adjustment to the Management Oversight Committee. If the area to be added or deleted is within the existing or proposed service area of one of the participating agencies to this agreement, such request shall be made by that participating agency.
- b. The request for a boundary adjustment shall include as a minimum the following information.
  - i) A cost-effective analysis using the same criteria used in the original Facilities Plan to determine the economics of wastewater conveyance and treatment. This analysis should include sufficient detail to allow review and consideration by the participating agencies.
  - ii) The effect that the boundary adjustment would have on those agencies remaining in the service area.
  - iii) The effect that the boundary adjustment would have on the capacity of facilities being provided in the Regional System.
- c. Approval to adjust the boundaries may be made via an amendment to the Facilities Plan. The amendment must be formally adopted and approved by all participating agencies, the State of Wyoming (with certification by the Governor) and the U.S. Environmental Protection Agency.
- d. All costs associated with a proposed boundary adjustment and its effect upon the then-current Facilities Plan shall be borne by the entity requesting such adjustment. Such costs shall include, but not be limited to, the cost-effective analysis and the impact upon those entities within the planning area.

### 3.6 TEMPORARY EXCEPTIONS TO THE FACILITIES PLAN

It is the policy of all participants to the original July 17, 1981 agreement and all subsequent amendments, as well as the Wyoming Department of Environmental Quality, to require connection to the Regional System by all dischargers of sanitary sewage within the planning area boundaries.

Each participating agency agrees to exercise its zoning and land use powers as allowed by state statutes, as well as construction permitting authority (if delegated the authority by the state), to insure that improvement of an individual property within the service area is consistent with the approved Facilities Plan. A temporary exception shall in no case allow the issuance of Discharge (NPDES) Permits within

the planning area boundary. Temporary exceptions are not applicable for Storm Water Discharge, Construction Storm Water Discharge or Underground Injection Control Permits.

### 3.6.1 New Subdivisions

Each participating agency will not approve a newly platted subdivision (defined as three or more platted parcels) which is inconsistent with the Facilities Plan, except when it can be shown that in the case of a particular subdivision strict compliance with the provisions of the Facilities Plan would not be cost-effective\* as calculated subject to the participating agency's cost-effectiveness prescribed methodology as approved by the Management Oversight Committee. Non-monetary factors must be considered in the cost effectiveness.

The granting of any temporary exception shall be based upon findings by the participating agency that:

- A. The subdivider is proceeding in good faith.
- B. There are unusual topographical or special circumstances associated with the property which are not the result of any action of the subdivider and which prohibit the use of the property in a manner similar to the use of adjacent or nearby properties.
- C. The temporary exception is necessary for reasonable development of the property in question and will alleviate a clearly demonstrable hardship based upon a cost-effectiveness analysis.
- D. Temporary exception will not nullify the intent or purpose of these regulations.
- E. Granting the temporary exception will not be detrimental to the general public health, safety and welfare.
- F. Granting the temporary exception would still allow the Subdivision to be in conformance to State of Wyoming Statutes regarding Subdivisions.

The temporary exception granted shall constitute the minimum adjustment necessary to alleviate the hardship. A request for a temporary exception may be submitted only after the Planning Officer or Department of the participating Agency affected (originating agency) has reviewed the preliminary plat and recommended disapproval because the plat does not conform to the Facilities Plan. The subdivider may then seek relief from the specific provisions of the Facilities Plan with which he cannot comply.

All requests for temporary exceptions shall be submitted in writing to the Planning Officer or Department of the participating originating Agency affected along with a cost effectiveness analysis. The Planning Officer or Department of the originating agency will confer with the City of Casper-Natrona County Health Department on all temporary exceptions requests. Natrona County shall confer with other agencies as appropriate if the subdivision is within other agencies' growth management boundaries. In the event the Planning Officer, Department or Agency declines to grant an exception request, such request may be presented by the subdivider to the 201 Management Oversight Committee for appeal whose decision shall be final. All participating agencies shall have the right for input into the temporary exception process at the time of appeal to The 201 Management Oversight Committee.

The findings and action on such temporary exception of a subdivision and any conditions imposed by the Planning Officer, Department, or originating Agency, shall be submitted to the Management Oversight Committee. Any member of the Management Oversight Committee may request a review and hearing of the originating Agency's Planning Officer's decision to grant a temporary exception within 30 days of notification of such findings and action. The response from any member of the Management Oversight Committee requesting a hearing must be in writing to the Regional Administrator. If no request for review and hearing is received from the agencies, the Regional Administrator will notify the originating Agency that a temporary exception has been granted.

In granting a temporary exception, both the originating Agency and The 201 Management Oversight Committee shall impose such requirements and conditions as will insure substantial compliance with the objectives and standards of the Facilities Plan, including as a minimum a contribution of funds (or an approved irrevocable letter of credit) by the subdivider in such amount to pay the costs of installing a sewage collection system and connecting the subdivision into the Regional System when it becomes available. This required contribution may be waived by the Management Oversight Committee if the subdivider shows it would not be cost-effective. The subdivider may also agree to install the sewage collection system in the subdivision and make provisions in the subdivision improvements agreement for it to be connected to the Regional System when the Regional System comes within 300 feet of the subdivision. As a condition of granting a temporary exception the subdivider shall agree to file a Deed Restriction on each Lot in the subdivision which prohibits all present and future property owners from protesting the creation of a sewer improvement district and any subsequent related property

assessments. The amount of contributed funds required shall be determined by the Regional Administrator, with review and consent by the originating agency, based upon existing sewer facility costs at the time the subdivision is approved. The contributed funds shall be deposited with the Regional Administrator in an interest bearing account. The Regional Administrator, in conjunction with the Management Oversight Committee, shall have the right to request the deposit of additional funds or an increased irrevocable letter of credit from the subdivider if the cost of construction increases. The subdivider shall incorporate the provisions of the temporary exception into the final plat or plan to be submitted for approval to the originating agency.

When it becomes necessary to consider revoking the temporary exception, in the opinion of the originating agency or the Regional Administrator in conjunction with the Management Oversight Committee, the property owners of the subdivision shall be notified that revocation of the exception is being considered and be given an opportunity to appear at the Management Oversight Committee meeting when the revocation is considered.

At such time that the 201 Management Oversight Committee, in conjunction with the originating agency and the Regional Administrator, revokes the temporary exception and mandates the installation of a sewage collection system and connecting it to the Regional System, the subdivision shall be required to establish a sewer improvement district which shall have the responsibility to design, construct, and maintain a sewage collection system which shall be connected to the Regional System. After revoking the temporary exception, the originating agency, the Regional Administrator, and the property owners shall jointly develop a compliance schedule for creation of a sewer improvement district and construction of the necessary improvements to be approved by the Management Oversight Committee.

At the time of the creation of such district, funds contributed by the subdivider for the sewer improvements through the temporary exception process shall be given to the district. If adequate funds have not been reserved through the temporary exception process to pay the costs of installing a sewage collection system and connecting it to the Regional System, the sewer improvement district shall obligate itself to pay the remainder of the costs. If funds remain after completion of the sewer collection system and connecting it to the Regional System, those funds shall be given to the sewer improvement district. The Regional System shall not be responsible for paying the additional cost of construction or connection.

**3.6.2 Unplatted Lands, Existing Platted Subdivisions At The Time Of This Agreement, And Existing And Future Developments Consisting Of One Or Two Platted Parcels**

Temporary exceptions to the approved Facilities Plan may be allowed on an individual (each lot or parcel of ground) basis by the Planning Officer or department of the participating agency affected (originating agency) in conjunction with the City of Casper-Natrona County Health Department. These temporary exceptions shall be made with the consultation of the Regional Administrator based upon a cost-effectiveness determination.

For unplatted lands, for all existing platted subdivisions at the time of this agreement, and for existing and future developments consisting of one or two platted parcels, such temporary exceptions shall be required by the originating agency to connect to the Regional System at such time that a sanitary sewer is located within 300 feet of the property line by way of road rights-of-way and easements (or a greater distance as determined by the City of Casper-Natrona County Health Department in conjunction with the Regional Administrator, based upon a cost-effectiveness determination.

If the applicant is dissatisfied with the decision not to grant an exception, the applicant may appeal to the 201 Management Oversight Committee whose decision shall be final.

**3.6.3 Cost Effectiveness**

For purposes of Section 3.6 Of this Agreement cost-effectiveness shall mean: a comparison to total resource costs of alternative waste management systems. Total resource costs include monetary costs and non-monetary factors. Monetary costs shall be calculated in terms of present worth values or equivalent annual costs over the planning period (20 years from date of subdivision approval). Non-monetary factors include primary and secondary environmental effects, implementation capabilities, operability, performance reliability, energy use, scarce resources, flexibility, design efficiency, consistency with sewer master plans, and other pertinent issues related to water quality, financial institutional, legal and planning aspects of the project. The cost-effectiveness prescribed methodology for each participating agency shall be approved by the Management Oversight Committee.

**3.7 FACILITIES EXTENSION**

All participating agencies within the Facilities Planning area shall adhere to an area wide master plan defining certain interceptor sizes, locations and elevations for facilities necessary to provide service to the entire area. The expense for these facilities shall be borne entirely by the participating agency receiving service, except in such

instances that other agencies may benefit from such facilities which are "oversized" or constructed in some other manner to meet their needs. In such instances, the materials cost in excess of the materials cost for the system necessary to provide service to the agency constructing such facilities shall be reimbursed from monies accumulated by Casper for use in the Regional System.

**3.8 RETURN FLOW CREDIT**

In the event that a municipal return flow credit for wastewater is adopted by the State of Wyoming, participating agencies will receive proper credit from Casper for their share of the return flow to the North Platte river.

Each and all other terms and conditions of the original July 17, 1981 agreement, the August 1, 1985 Amendment #1, and the February 22, 1988 Amendment #2 be and they are hereby ratified, approved and confirmed.

ATTEST:

By *Mary Ann Collins*  
my term of office expires  
January 4, 1990

**NATRONA COUNTY, WYOMING  
BOARD OF COUNTY COMMISSIONERS**

By *Bill B. Brewer*  
Chairman

ATTEST:

By *Carol Chassey*  
City Clerk

**CITY OF CASPER, WYOMING  
A Municipal Corporation**

By *Quen Jones*  
Mayor

ATTEST:

By *Norene Gilmore*

**TOWN OF MILLS**

By *Robert R. Self*

ATTEST:

By *Junelle Lindquist*

**TOWN OF EVANSVILLE**

By *Boyle Robinson*

ATTEST:

By *J. Alderson*

**TOWN OF BAR NUNN**

By *A. Anderson*

ATTEST:

BY Donald M. Coughlin

**BROOKS WATER & SEWER DISTRICT**

BY Richard J. Webb

ATTEST:

BY Emmett R. Weiss

**WARDWELL WATER & SEWER DISTRICT**

BY Robert W. Eckhart

**APPENDIX 1-A**

**EXCESSIVE SEWAGE STRENGTH  
SURCHARGE FORMULA**

(Applicable When Either BOD or Suspended Solids  
Concentrations Exceed 200 ppm or 250 ppm Respectively)

**WHERE:**

$$S = V_s \times 8.34 [(Y) (BOD-200) + (C) (SS-250)]$$

S = Surcharge in dollars

V<sub>s</sub> = Sewage volume in million gallons

8.34 = Pounds per gallon of water

Y = Unit charge for BOD in dollars per pound (to be determined based upon current user charges)

BOD = BOD strength index in parts per million by weight

200 = Allowed BOD strength in parts per million by weight

C = Unit charge for suspended solids in dollars per pound (to be determined based upon current user charges)

SS = Suspended solids strength index in parts per million by weight

250 = Allowed SS strength in parts per million by weight

**APPENDIX 1-B**

- A. All users of the Regional Wastewater System are subject to and shall comply with all provisions of the General Pretreatment Regulations (40 CFR, Part 403). Casper, Mills, Evansville, Brooks, Wardwell, Bar Nunn, Natrona County and other agencies as required shall implement the pretreatment program by adoption of appropriate ordinances or rules and regulations within their respective jurisdictional boundaries, or shall have entered into appropriate contracts with Casper, or both, prior to discharging any wastewater into the portion of the Regional Waste Water System owned by Casper.
- B. The size, slope, alignment, materials of construction of all sanitary sewers and sewer conjunctions, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City of (Town of) (District of) \_\_\_\_\_, and the State of Wyoming. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. and W.P.C.F. Manual of Practice No. 9 shall apply.

EXHIBIT "B"

RECORDED	Jan 25 1984	AT 11:08	CLOCK AM
INSTRUMENT NO.		364913	
JOHN J. TOBIN		COUNTY CLERK	

MEMORANDUM OF UNDERSTANDING

CITY OF CASPER/TOWN OF MILLS

This Memorandum of Understanding made and entered into this 3<sup>rd</sup> day of January, 1984, by and between the City of Casper, a municipal corporation, hereinafter designated as "City;" the Town of Mills, a municipal corporation, hereinafter designated as "Town;" and the Board of County Commissioners, Natrona County, Wyoming, hereinafter designated as "Board."

WITNESSETH

WHEREAS, the City and Town are desirous of entering into a Memorandum of Understanding, whereby the City anticipates that it will annex and, upon annexation, provide certain City services to those lands outside the growth boundary areas of Mills and Evansville, as shown on Exhibit "A"; and,

WHEREAS, these growth boundary lines were developed with the understanding that they are to be used as a planning guide and that the owners of land within the unincorporated areas of Natrona County shall have the option to determine their own desire for annexation; and,

WHEREAS, the City and Town find that it is in the best interests of the residents of the City and Town to develop a joint land use plan consisting of, but not limited to, a land use map designating residential districts and densities, commercial and industrial lands, and transportation and utility corridors for approval by both Councils; and,

WHEREAS, the purpose of this Agreement is to establish and provide growth areas for the City and Town and to allow the Town the ability to continue to grow and be a viable community; to allow the City and Town to annex areas to the west and north of the current boundaries in which commitments have been made and to establish a process of cooperative planning among the City, Town, and Natrona County.

NOW, THEREFORE, the City and Town agree to the following:

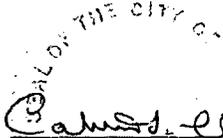
- A. Annexation of lands shall only be after the requirements of Section 15-1-402 through 15-1-406 of the Wyoming Statutes, 1977, as amended, have been met.

- B. The City and Town will work together in the annexation of land along the proposed boundaries when such adjustments will better meet the needs of the landowners desiring annexation. The City and Town boundary adjustments shall be approved in writing by both the City Council of Casper and the Town Council of Mills.
- C. A preliminary draft of said land use plan shall be developed within twelve (12) months from the date above written for submission to the City Council of Casper and Town Council of Mills for their approval. Upon this approval, the same will be submitted to the Board of County Commissioners for review and adoption. Upon approval of the land use plan by the City Council of Casper and the Town Council of Mills, and receiving input from the Board of County Commissioners, the City and Town will jointly develop zoning and subdivision regulations for the areas included within the land use plan.
- D. When a plat has been prepared and submitted to the Board for their approval on lands located within a one-mile radius of the corporate limits of the City or Town and within the growth boundary area of the City or Town, the City or Town affected by the County plat shall comment and the other entity shall reserve comment.
- E. Natrona County is formally requested to become a party to this Agreement to insure consistent land use planning in the area. Failing formal action by the County, both the City and Town request that they be notified of any and all land use decisions requested of the County in the area of interest defined herein.
- F. Future Councils of the City and Town are encouraged and admonished to strictly adhere to this Memorandum of Understanding. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of both parties hereto, their successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first written above.

APPROVED AS TO FORM:

ATTEST



Calvin L. Chadsey  
Calvin L. Chadsey  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

Joseph H. Conger  
Mayor

ATTEST



Norene Kilmer  
Norene Kilmer  
Town Clerk

TOWN OF MILLS, WYOMING  
A Municipal Corporation

Alan L. Sword  
Alan L. Sword  
Mayor

ATTEST

John D. (Jack) Tobin  
John D. (Jack) Tobin  
County Clerk

BOARD OF COUNTY COMMISSIONERS  
Natrona County, Wyoming

Frank L. Schulte  
Frank L. Schulte  
Chairman

James D. Park  
Commissioner

Arthur C. Volk  
Commissioner

ACKNOWLEDGMENT

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

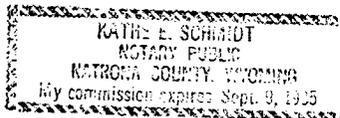
The foregoing instrument was acknowledged before me by Joseph H. Corrigan, Mayor, City of Casper, this Sept 1 day of January, 1984.

Witness my Hand and Official Seal.

Kathe E. Schmidt  
Notary Public

My Commission Expires:

sep. 9, 1985



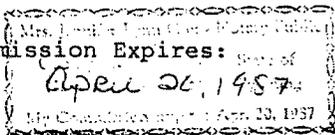
STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Alan L. Sword, Mayor, Town of Mills, this 11th day of January, 1984.

Witness my Hand and Official Seal.

Mrs. Jennifer Lynn Cox  
Notary Public

My Commission Expires:



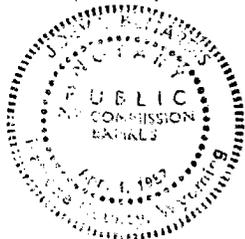
STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Frank L. Schulte, Chairman, Board of County Commissioners, this 17 day of January, 1984.

Witness my Hand and Official Seal.

Jakua Bernardis  
Notary Public

My Commission Expires  
April 1, 1987



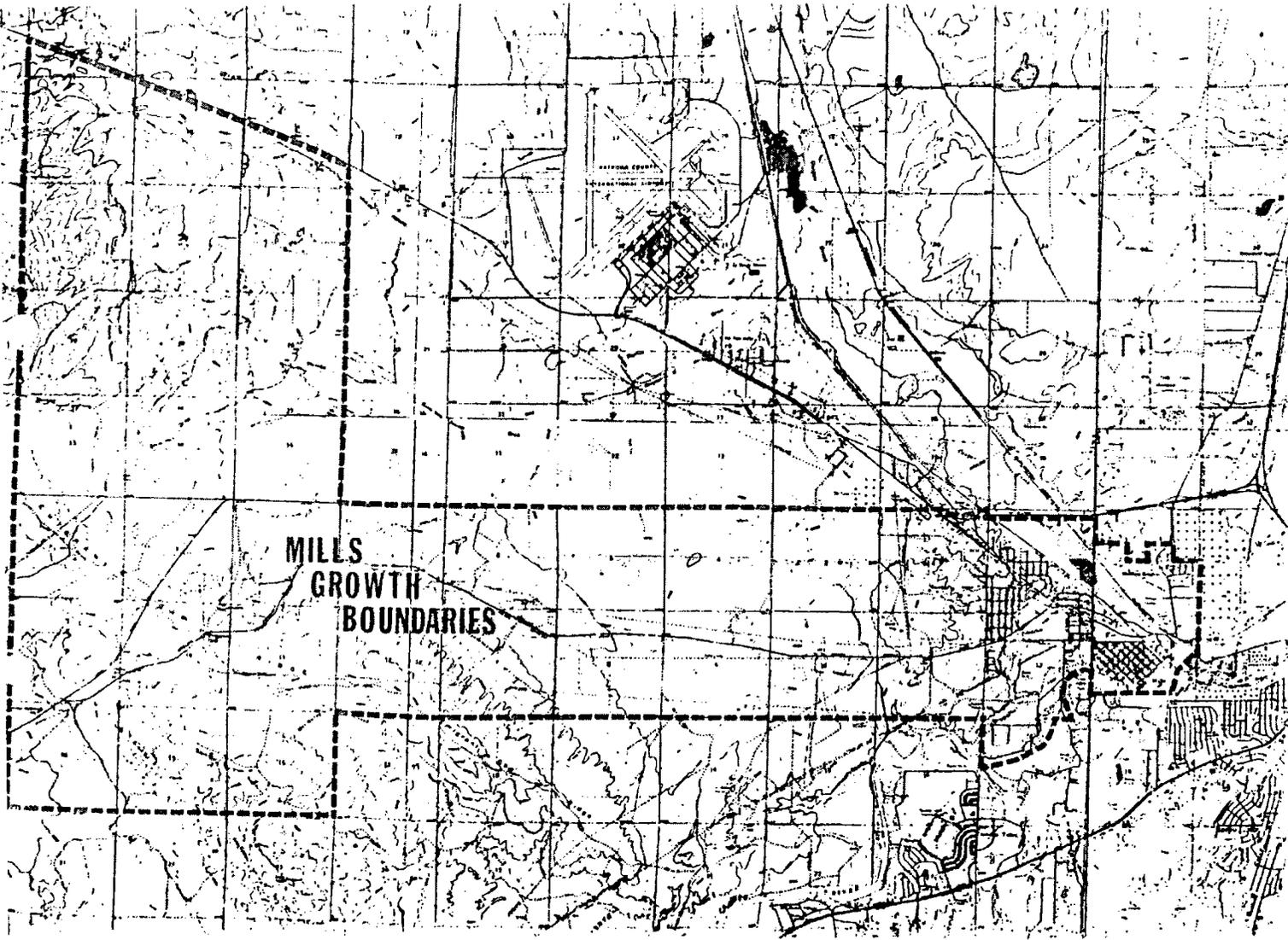


EXHIBIT "A"  
MEMORANDUM OF UNDERSTANDING  
CITY OF CASPER/TOWN OF MILLS  
JANUARY 3, 1984

364913 PAGE 5 OF 6 PAGES

EDENHILL

364913

GRAND

RECEIVED NO.

'04 JUN 25 AM 11 08

COUNTY OF ...

COUNTY OF ...

*[Handwritten signature]*

1

*File Planning 14/00*

EXHIBIT "C"

AGREEMENT FOR INTERGOVERNMENTAL COOPERATION  
CONCERNING  
INDUSTRIAL WASTE WATER PRETREATMENT

amongst

THE TOWNS OF MILLS, EVANSVILLE, AND BAR NUNN, THE COUNTY OF  
NATRONA, THE BROOKS AND WARDWELL WATER AND SEWER DISTRICTS, AND  
THE CITY OF CASPER

This Agreement is made and entered into on this 5<sup>th</sup> day of February, 2000<sup>2</sup>, among the Towns of Mills, Evansville, and Bar Nunn, hereinafter referred to as "Mills," "Evansville," and "Bar Nunn," respectively; the County of Natrona, hereinafter referred to as the "County;" the Brooks and Wardwell Water and Sewer Districts, hereinafter referred to as "Brooks" and "Wardwell," respectively; and, the City of Casper, hereinafter referred to as "Casper." The parties to this Agreement are collectively referred to as the "parties."

WITNESSETH:

WHEREAS, the parties to this Agreement are Wyoming governmental entities; and,

WHEREAS, certain residents or customers of the parties are industrial waste water contributors to the Sam Hobbs Waste Water Treatment facility, a publicly operated treatment works (hereinafter referred to as the "POTW"), and furthermore, the parties wish to provide for the possibility of future admission to the POTW collection system of other industrial waste water contributors; and,

WHEREAS, the parties previously agreed in Amendment No. 2 to the Agreement for Construction, Operation, and Cost Allocation for a Regional Wastewater System for the Mills-Casper-Evansville Area, dated February 22, 1988, to, among other things:

"adopt and diligently enforce ordinances, standards, and/or rules and regulations which conform to 40 CFR 403.8(f)(1)(i-vii)" [industrial waste water pretreatment requirements];

"work cooperatively to administer the Pretreatment Program;"

"delegate to the Regional Administrator [Casper] the authority to issue, jointly with the Agency [each party other than Casper], Industrial Waste Discharge Permits;" and, allow "[t]he Regional Administrator [to] rely upon the Agencies for judicial enforcement within the Agency's respective service areas"; and,

WHEREAS, provision for an improved program of procedures and enforcement of industrial waste water pretreatment standards and requirements is appropriate, necessary, and would be of benefit to the residents and customers of the parties, and to the public in general; and,

WHEREAS, Wyoming law concerning intergovernmental cooperation, W.S. § 16-1-101 et seq., hereinafter referred to as the "Act," provides that "[i]n exercising, performing or carrying out any power, privilege, authority, duty or function legally vested in any one (1) or more of them by Wyoming law...counties, municipal corporations...special districts...and political subdivisions, and any officer or legal representative of any one (1) or more of them, may cooperate with and assist each other..." (W. S. § 16-1-101); and,

WHEREAS, pursuant to Wyoming law (e.g., W.S. § 15-1-103[a][xlvi]), cities and towns may establish pretreatment standards and requirements for waste water collection systems and provide for enforcement of those standards and requirements; and,

WHEREAS, pursuant to Wyoming law (e.g., W.S. § 16-1-104[b]), counties may contract for the performance of any function that a Wyoming county or city is authorized to perform, except the planning, expansion, creation, financing or operation of municipally owned electrical facilities; and,

WHEREAS, pursuant to Wyoming law, water and sewer districts may act whenever any other relevant act empowers or requires action by a city or town council (W.S. § 41-10-101); enter into contracts with waste water contributors to abate or reduce the pollution of waters by such contributors (W.S. § 41-10-113 [a] [vi]); acquire appropriate sewer outlets within or without district boundaries (W.S. § 41-10-113[a][vii]); and, may enter into agreements affecting the affairs of the district in general (W.S. § 41-10-113[a][xi]); and,

WHEREAS, W.S. § §16-1-103 and 104 of the Act define "agencies" to include counties, municipal corporations and special districts involved in providing sewerage facilities; and,

WHEREAS, W.S. § 16-1-104(a) of the Act provides in pertinent part that "any power, privilege or authority exercised or capable of being exercised by any agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority."

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, it is understood and agreed by and among the parties as follows:

1. PURPOSE OF AGREEMENT.

It is the intent of this Agreement that Casper, as operator of the POTW and administrator of an industrial waste water pretreatment program, have adequate enforcement capabilities to monitor and regulate industrial waste water contributors to the POTW, regardless of where within the POTW service area the operations and/or discharges to the POTW collection system by such contributors occur or could occur, such that the requirements of applicable federal and/or state law will be met. By the phrase "adequate enforcement capabilities" the parties intend such capabilities as appear to satisfy the United States Environmental Protection Agency (EPA).

The purpose of this Agreement, therefore, is to provide for an efficient, orderly, economical and improved method of administering and enforcing, in a form acceptable to EPA, industrial waste water pretreatment procedures, standards and requirements through out the POTW service area. No other project shall be undertaken pursuant to this Agreement without the specific written authorization of each of the governing bodies of the parties.

Pursuant to this Agreement, Casper is empowered to administer, as contemplated by W.S. 16-1-105(c), in a uniform fashion, the joint and cooperative undertaking and representation of the parties -- to wit: an industrial waste water pretreatment program -- by enforcing in a uniform fashion throughout the POTW service area, industrial waste water pretreatment procedures, standards and requirements.

The phrase "enforcing pretreatment standards and requirements" shall be interpreted broadly to include all aspects of industrial waste water discharges to the POTW and the collection system, including but not limited to permitting, monitoring, inspecting, and taking administrative and/or judicial action against suspected violators of the applicable standards and requirements.

## 2. DELEGATION AND COOPERATION.

Concurrently with final approval of this Agreement by the Wyoming Attorney General and the required filings, and subject to the provisions of this Agreement, the parties delegate their industrial waste water pretreatment enforcement abilities to Casper. In some cases, enforcement abilities are contemplated to be enhanced by virtue of this cooperative Agreement and the Act (e.g., W.S. § 16-1-104[a]).

Pretreatment procedures, standards and requirements shall govern the industrial waste water discharges and potential discharges within each of the parties' boundaries, and are intended to be uniform throughout the POTW service area.

The parties agree to cooperate, individually and collectively, with Casper in administering and enforcing the aforementioned industrial waste water pretreatment program.

Delegation of enforcement abilities is not intended to relieve any party from taking an active role, by, for example, cooperating with Casper when such is necessary to comply with federal, state and/or local law and/or regulation concerning industrial waste water pretreatment and discharges, or potential discharges. Similarly, delegation to Casper shall not preclude a party from participating in monitoring industrial waste water contributors or in development of pretreatment procedures, standards and requirements by Casper.

After an opportunity to comment, and to assure, as nearly as practicable, uniform applicability throughout the POTW service area, all parties agree to promptly adopt and to amend as necessary, according to applicable procedural requirements of federal and state law, if any, industrial waste water pretreatment procedures, standards and requirements as adopted, or proposed for adoption by Casper. In order to assure an opportunity for all parties to participate prior to the adoption by Casper of any such procedures, standards or requirements, Casper shall conduct one or more public hearing for the purpose of receiving comments.

Casper agrees to consult with a party before and about imposing a sanction against an industrial waste water contributor or potential industrial waste water contributor within the party's boundaries as a result of a pretreatment infraction. Casper shall not be obligated to consult in advance, however, when, in its judgement, it is necessary to act immediately against such a contributor or potential contributor for the preservation of the public health, safety of welfare, to avoid or minimize imminent danger to the environment, to avoid interference with the POTW, or its is required by any federal, state and/or local law or regulation.

### 3. EFFECTIVE DATE AND DURATION OF AGREEMENT.

This Agreement shall become effective, as specified in W.S. § 16-1-105(a) of the Act, upon approval by the governing body of each party and by the Wyoming Attorney General, and filings as required.

This Agreement shall be of perpetual duration, however, it may be terminated, by unanimous consent of the parties and upon compliance with applicable statutory requirements under the act, if any, concerning termination of agreements under the Act.

### 4. WITHDRAWAL FROM AGREEMENT.

Any party may withdraw from the Agreement by giving ninety (90) days advance notice of its intention to do so to the other parties and provided that the applicable requirements for withdrawal under W.S. § 16-1-101 et seq., if any, have been met. Concurrently with the withdrawal of a party to this Agreement, the industrial waste water contributors within the party's boundaries would immediately become subject to Casper's sewer use ordinance and enforcement response plan.

In the event that a party withdraws from this Agreement, its industrial waste water pretreatment program obligations relating to discharges to the POTW prior to its withdrawal shall survive.

### 5. REMOVAL OF A PARTY FROM AGREEMENT.

It is recognized that Casper is allowed to operate the POTW under a National Pollution Discharge Elimination System (NPDES) permit, and that the POTW may accept industrial waste water only pursuant to an Environmental Protection Agency approved pretreatment program. Conforming with the requirements of the NPDES permit and the pretreatment program are the primary responsibility of Casper. Consequently, Casper has a legitimate need to insist, as a condition of allowing an industrial contributor within a party's boundaries to be connected to the POTW, that the party take actions reasonably calculated to insure that Casper will not violate a term of its NPDES permit or pretreatment program as a result of such connection.

Accordingly, as set forth in Section 2., the parties agree to adopt certain industrial waste water pretreatment procedures, standards and requirements, and to cooperate with Casper in its pretreatment program enforcement efforts. In the event that a party fails, after request by Casper, to adopt such procedures, standards and requirements, or to cooperate with Casper in enforcement efforts within the party's boundaries, Casper may give notice to all parties of its intent to remove such non-complying party from the Agreement. In such event the

non-complying party shall have ten (10) days from the date of notice within which to provide its reasons for non-compliance to all other parties, including Casper. If upon consideration of such reasons, a majority of the governing body of Casper do not elect to withdraw or delay the suggestion that the non-conforming party be removed from the Agreement, the non-conforming party shall, without further action, be removed as a party to this Agreement.

In the event that a party is removed from this Agreement, the industrial waste water contributors within the party's would immediately become subject to Casper's sewer use ordinance and enforcement response plan.

In the event that a party is removed from this Agreement, its industrial waste water pretreatment program obligations relating to discharges to the POTW prior to its removal shall survive.

#### 6. EFFECT OF AGREEMENT.

No separate legal entity is created by this Agreement.

All costs associated with Casper's industrial waste water pretreatment administration and enforcement shall be prorated among the participants in the Regional System in the same manner as the direct operation and maintenance costs of the Regional System.

The parties recognize that pursuant to W.S. § 16-1-108(b) of the Act, this Agreement does not relieve any party of the obligations and responsibilities imposed upon it by law, except to the extent of actual and timely performance thereof by Casper, as the delegated authority. The parties acknowledge that Casper's capabilities in that regard may be dependent upon the cooperation of one or more of the parties, as contemplated by this Agreement.

Nothing contained herein shall preclude a party from taking a criminal enforcement action against an industrial waste water contributor in its municipal court.

Nothing contained in this Agreement shall limit Casper's ability to seek injunctive relief against any industrial waste water contributors from the POTW collection system, to stop any pollution or other activity that is causing danger, when in the judgement of Casper, is necessary for the preservation of the public health, safety of welfare, to avoid or minimize imminent danger to the environment, to avoid interference with the POTW, or is required by a federal, state and/or local law or regulation.

Upon becoming effective, this Agreement will supersede the administrative enforcement obligation of the parties as set forth in Amendment No. 2 to the Agreement for Construction, Operation, and Cost Allocation for a Regional Wastewater System for the Mills-Casper-Evansville Area, dated February 22, 1988, and to the extent that Casper is capable, pursuant to the delegation made by this Agreement, of judicially enforcing the industrial waste water pretreatment standards and requirements contemplated by this Agreement, the parties shall be relieved of such obligation.

Amendment No. 2 to the Agreement for Construction, Operation, and Cost Allocation for a Regional Wastewater System for the Mills-Casper-Evansville Area, dated February 22, 1988, is otherwise superseded to the extent that it conflicts with this Agreement or the industrial waste water pretreatment procedures, standards, and requirements which are developed and

recommended from time to time by Casper, after having given the other parties an opportunity to participate, as mentioned in Section 2.

7. SEVERABILITY.

The terms, provisions and conditions of this Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term or provision and shall not affect other person, circumstances, terms or provisions which can be given effect without the invalid provision or application.

8. GOVERNMENTAL CLAIMS ACT.

The parties do not intend by this Agreement any waiver of immunity or limitation of liability afforded by the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., and all such immunities and limitations of liability are specifically reserved.

9. EXECUTED IN COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall be deemed to be one and the same instrument, and it shall be sufficient for any party to have executed at least one, but not necessarily the same counterpart.

THIS AGREEMENT is made and duly executed this 5<sup>th</sup> day of February, 2000<sup>2</sup>, pursuant to the authorizations for its execution by the Towns of Mills, Evansville, and Bar Nunn, the County of Natrona the Brooks and Wardwell Water and Sewer Districts, and the City of Casper, Wyoming.

APPROVED AS TO FORM:

---

ATTEST:

NATRONA COUNTY, Wyoming  
A body corporate and a political  
subdivision of the State of Wyoming

---

County Clerk

---

Board of County Commissioners Chairman

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V. H. McDonald  
City Clerk

---

Kathleen B. Dixon  
Mayor

ATTEST:

THE TOWN OF MILLS WYOMING  
A Municipal Corporation,

---

Mayor

ATTEST:

THE TOWN OF EVANSVILLE, WYOMING  
A Municipal Corporation

\_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

THE TOWN OF BAR NUNN, WYOMING  
A Municipal Corporation

*Kathleen M. Whitney*  
\_\_\_\_\_

*Jerry Petty* X  
\_\_\_\_\_  
Mayor

ATTEST:

BROOK'S WATER AND SEWER DISTRICT

\_\_\_\_\_

\_\_\_\_\_  
Chairman

ATTEST:

WARDWELL WATER AND  
SEWER DISTRICT

\_\_\_\_\_

\_\_\_\_\_  
Chairman

RESOLUTION NO. 14-78

A RESOLUTION AUTHORIZING AN AGREEMENT FOR  
WHOLESALE SEWER SERVICE BETWEEN THE CITY OF  
CASPER AND THE TOWN OF MILLS.

WHEREAS, the City of Casper and the Town of Mills are parties to the "Agreement for Construction, Operation, and Cost Allocation of a Regional Wastewater System for the Mills-Casper-Evansville Area" dated July 17, 1981, with Existing Amendments 1, 2, and 3; and,

WHEREAS, the City of Casper provides the Town of Mills with wholesale sewer service under the above agreement and amendments; and,

WHEREAS, the Town of Mills is expanding its service area to include the Robertson Road area inside its Growth Boundary Area which currently does not have central sewer; and,

WHEREAS, it is recognized by the parties that connection of the Robertson Road area and other areas within the Town of Mills' Growth Boundary Area to the 201 Regional Wastewater System is in the best interests of the Town of Mills and of the City of Casper; and,

WHEREAS, an Agreement is needed to delineate responsibilities of the City of Casper and the Town of Mills for wholesale sewer service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, an agreement between the City of Casper and the Town of Mills for wholesale sewer service.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Paul L. Meyer  
Mayor

April 1, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
Andrew Beamer, P.E., City Engineer

SUBJECT: Access Permit with the Wyoming Department of Transportation  
Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project, No.  
12-56

Recommendation:

That Council, by resolution, execute an access permit agreement with the Wyoming Department of Transportation (WYDOT), for the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project within WYDOT right-of-way.

Summary:

The Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project is currently out to bid. As installation is within WYDOT right-of-way, WYDOT requires execution of an access permit. The access permit allows WYDOT to inspect the plans to insure that the project is constructed in a safe manner.

A resolution is prepared for Council's consideration.

WYOMING DEPARTMENT OF TRANSPORTATION  
ACCESS PERMIT

Date of Application: March 18, 2014

The Undersigned hereby makes application for permission to construct an access driveway(s) described below and as shown on the attached sketch or plan "hereby made part of this application" to:

TO BE FILLED OUT BY PROPERTY OWNER

LOCATION OF PROPERTY:

Located on Highway 220 in Natrona County, approximately 0.14 miles

S of Poplar St & W 1st St, for INGRESS or EGRESS to a  
*N,S,E,W* *City, town or Highway Junction*

Poplar St & Midwest Ave/King Blvd Signal, on the \_\_\_\_\_ side of the Highway.  
*RESIDENCE OR TYPE OF BUSINESS* *N,S,E,W*

AGREEMENT:

I, the undersigned property owner, request permission to construct an access driveway on department right-of-way for the above property, subject to the restrictions and regulations contained in the "RULES AND REGULATIONS FOR ACCESS DRIVEWAY(S) TO WYOMING STATE HIGHWAYS" current edition. In consideration of these regulations, the applicant agrees:

- 1) To construct the driveway in a safe manner so as not to interfere with existing authorized facilities previously permitted nor endanger public travel and to perform all related work in a neat and workmanlike manner, to use materials acceptable to the Department of Transportation and leave the right-of-way clean and in a condition equal to or better than the original condition.
- 2) To fully protect any traffic on the highway during construction covered hereunder by proper barricades, flaggers, and/or signs as shown in the TRAFFIC CONTROL FOR ROADWAY WORK OPERATIONS manual, and to hold harmless the Wyoming Department of Transportation, its officers and employees from all dangers, expenses, claims or liabilities arising out of any alleged damages of any nature to person or property, due to the construction performance or nonperformance of work, or existence of said driveway.
- 3) That no driveway shall be constructed such that there will be parking or servicing of vehicles within the highway right-of-way.
- 4) That the profile grade of the driveway shall be constructed as indicated on attached sketch or plan sheet(s) and shall in no case be graded or maintained in such a way that water/mud will run out onto the highway surface.
- 5) That this permit shall become **VOID** if construction is not completed within \_\_\_\_\_ days after initiation of construction or one (1) year from approval date if construction has not been started.
- 6) That any change in land use which could generate greater traffic volumes or vehicle types will nullify this agreement and a new application must be submitted for approval.
- 7) That the Wyoming Department of Transportation reserves the right to inspect this installation at any time during construction until accepted by the Department, and to require changes at any time necessary to provide protection of life and property on or adjacent to the highway. Once the approach/access has been accepted by the Department it then becomes the property of the Wyoming Department of Transportation and theirs to maintain and repair except for snow or debris removal.
- 8) To any additional requirements as described in the DISTRICT ENGINEERING , REQUIREMENTS/COMMENTS section on the back page of this permit, and/or any on attached sketch or plan sheets.

APPLICANT Paul L. Meyer ADDRESS 200 N David St  
*(Print)*

FIRM NAME City of Casper CITY Casper STATE WY ZIP 82601

PHONE NUMBER ( 307 ) 235-8400 SIGNATURE \_\_\_\_\_

# EXHIBIT A

## THIS SECTION TO FILLED OUT BY APPLICANT

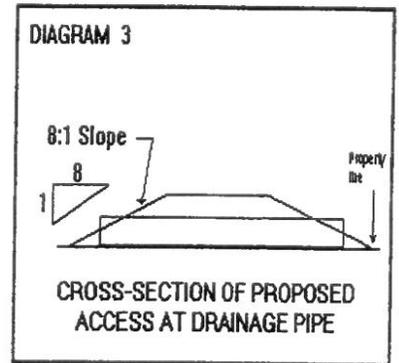
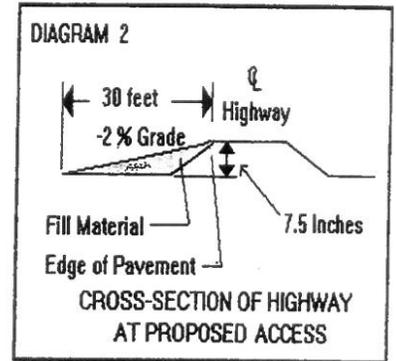
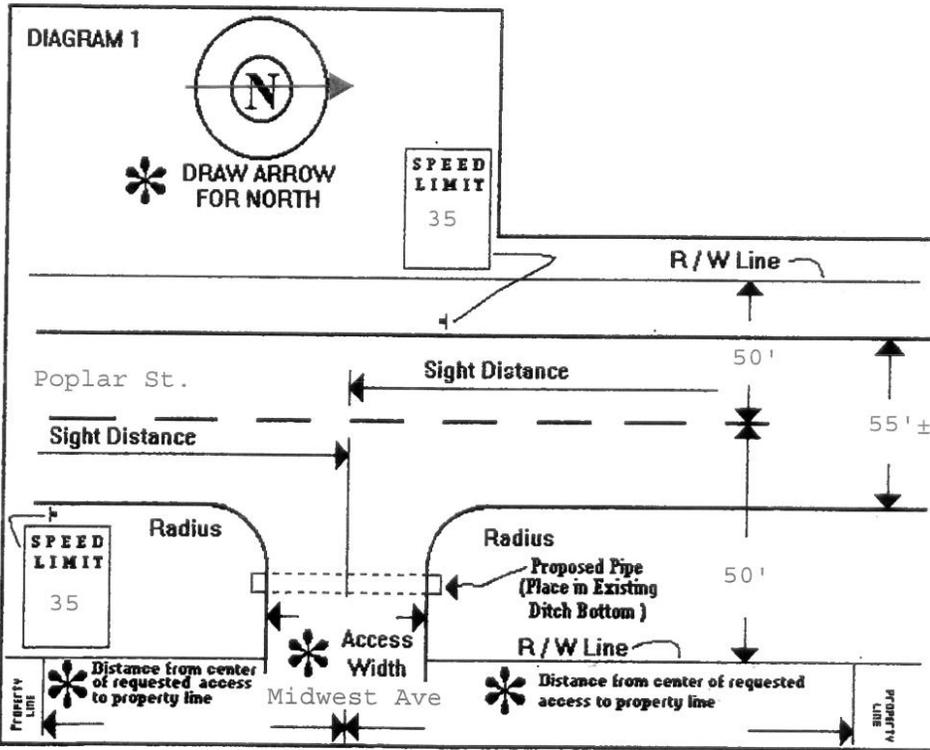
NAME: City of Casper ADDRESS: 200 N David St CITY: Casper STATE: WY  
 SECTION 5 TOWNSHIP 33N RANGE 79W ROUTE WY 220 MILEPOST \_\_\_\_\_

IS A MAILBOX REQUIRED? No

**Residential Mailboxes (up to four):** A mailbox support will be provided by WYDOT. However, the postal patron will be required to install the support (as specified in the attached mailbox detail) and to install an approved U.S.P.S. mailbox. Utility locates should be called prior to installation.

**Subdivision Mailboxes (more than four):** A mailbox support will not be provided and mailboxes must be placed on landowner's property. Utility locates should be called prior to installation.

**Applicant's Instructions:** On this form, complete the above information, fill out the four (4) asterisked items on *Diagram 1*, (draw north arrow, complete requested access width and state the distance from center of access to each property line). In the field, mark the center of the requested access with a visible material so a field inspection of the access location will be possible.



Permit # \_\_\_\_\_

Nearest existing access in either direction on same side of road. + 125 FEET - 145 FEET

### Requirements (SEE REVERSE SIDE OF M-3 ACCESS PERMIT FOR APPLICABILITY)

**GRADE:** A -2% grade (7.5 inch drop in 30 feet) must be maintained for the first 30 feet from the shoulder of the highway unless otherwise approved by the District Traffic Office, see Diagram 2.

**SLOPE:** Shall be 8 to 1 or flatter. Access radius and fill materials must be contained within property frontage unless authorized by District Traffic Office, see Diagram 3.

**PIPE:** All pipe to be minimum diameter of 18 inches of Corrugated Metal Pipe. Flared ends will be required on all pipe. Lengths will be determined by WYDOT.

**UTILITY LOCATES & ADJUSTMENTS:** It will be the responsibility of the applicant to notify all utilities when construction work begins in the vicinity of any utility lines and to arrange for a representative of the utility to be present if the applicant's operations are in close proximity to any lines in their existing or relocated position. If utility adjustments are required, the applicant will be responsible for all costs involved.

**RESEEDING:** All disturbed areas shall be reseeded with a seed mixture of any or all of the following - Western Wheat Grass, Brome Grass, Fairway Crested Wheat Grass, Pubescent Wheat Grass, Annual Rye Grass, and Green Needle Grass. Hand broadcasted at the rate of 36 pounds per acre, or drilled at 18 pounds per acre.

**FENCE:** If the Right-of-Way fence is involved, you are required to furnish brace panels on both sides of the access, construct a gate or install a cattleguard. See attachment "Fencing Instructions for Accesses" for details on constructing brace or end panels. If you require a cattleguard, it must meet state specifications or be located one foot behind the fence line on private property and maintained by the property owner.

**CURB, GUTTER, SIDEWALK:** When construction involves curb & gutter and/or sidewalk, additional requirements must be met as directed by the Wyoming Department of Transportation.

**SIGNAGE:** Any signs required must conform to the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) Standards 2003 Edition. Sign placement will be specified in the permit. Private advertising signs cannot be located on state property.

**Surfacings:** Commercial and Subdivision (six or more properties) accesses will require Plant Mix Pavement. See reverse side of M-3 access permit for required material and depths.

**Traffic Control:** See reverse side of "Exhibit A" for Temporary Traffic Control Plan for work within 15 feet of shoulder. All persons working within the Right of Way will be required to wear Orange High Visibility ANSI Class 2 vests or clothing.

# WORK ZONE REQUIRING TEMPORARY SHOULDER WORK

TRAFFIC CONTROL IS REQUIRED IF THE WORK AREA OR EQUIPMENT IS LESS THAN 15 FT. FROM THE EDGE OF THE TRAVEL WAY

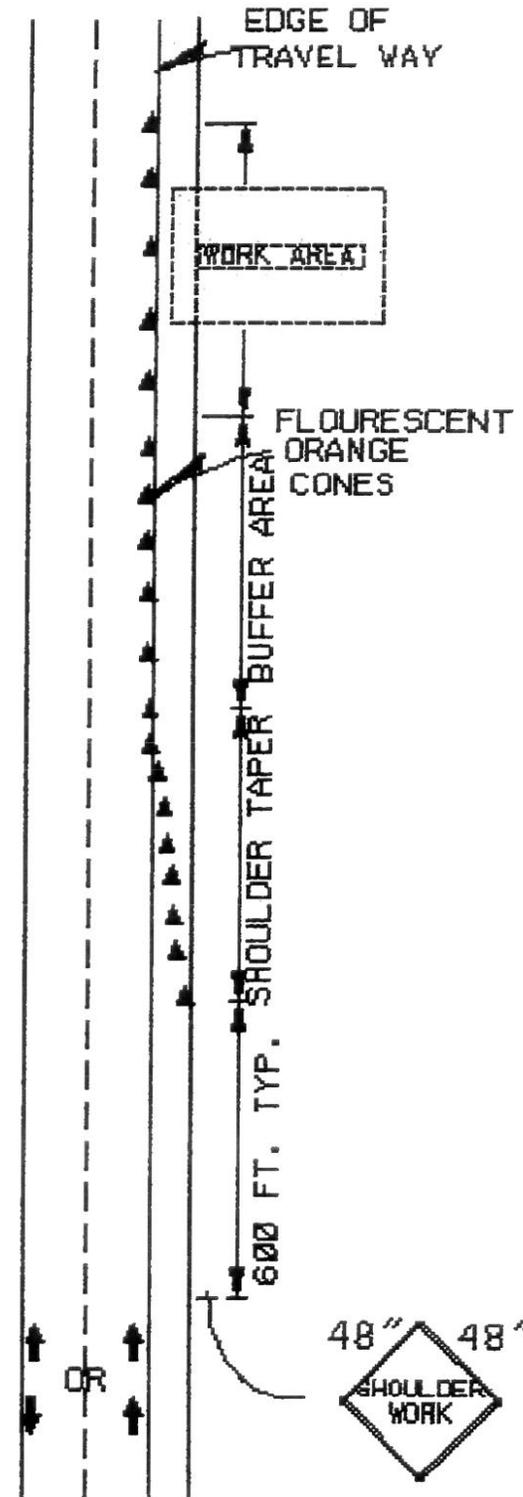
DAYTIME OPERATIONS ONLY

CHANNELIZING DEVICES (CONES) SHALL BE SPACED AT A DISTANCE EQUAL TO THE SPEED LIMIT ON THE TAPER, AND TWICE THE SPEED LIMIT IN THE WORK AREA AND BUFFER AREA

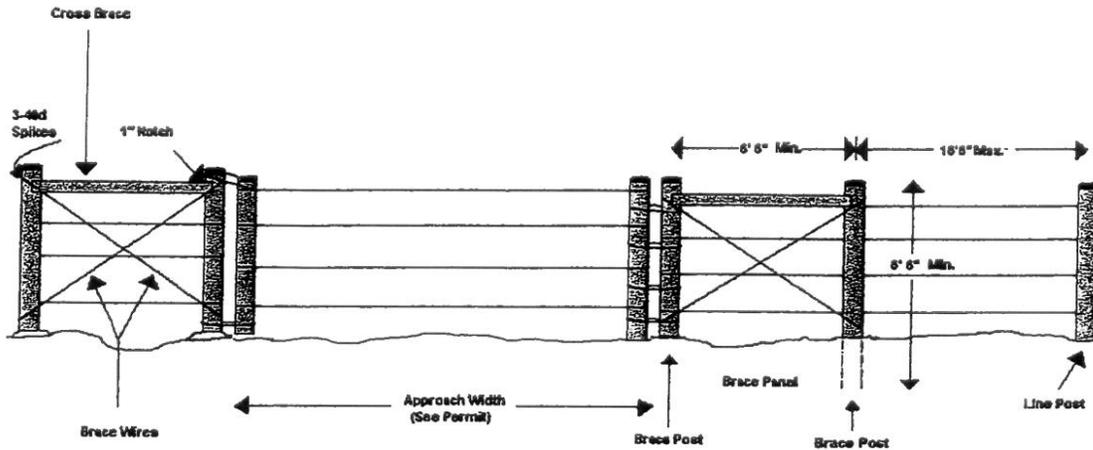
A MINIMUM OF A 10 FT. DRIVING LANE MUST BE MAINTAINED AT ALL TIMES

ALL SIGNS SHALL HAVE A BLACK LEGEND & ORANGE BACK GROUND AND BE MADE OF HIGH INTENSITY REFLECTIVE MATERIAL

SPEED LIMIT MPH	LENGTH OF SHOULDER TAPER (FT.)					BUFFER LENGTH FT.
	WIDTH OF SHOULDER					
	4 FT.	6 FT.	8 FT.	10 FT.	12 FT.	
30	20	30	40	50	60	200
40	35	55	75	90	110	305
50	70	100	135	170	200	425
60	80	120	160	200	240	570
70	95	140	190	235	280	730



# FENCING INSTRUCTIONS FOR ACCESSES



ACCESSES WITH GATES MUST REMAIN STOCK TIGHT AT ALL TIMES

**NOTES:**

All accesses will include either a gate, standard cattleguard (located in the WYDOT fenceline) or a non-standard cattleguard (located a minimum of one foot behind the WYDOT fenceline). Standard cattleguards will be maintained by WYDOT forces and non-standard cattleguards must be maintained by the Landowner. Openings in the fenceline must remain stock tight at all times when not in use. Properties that include multiple users will be required to install either type of cattleguard.

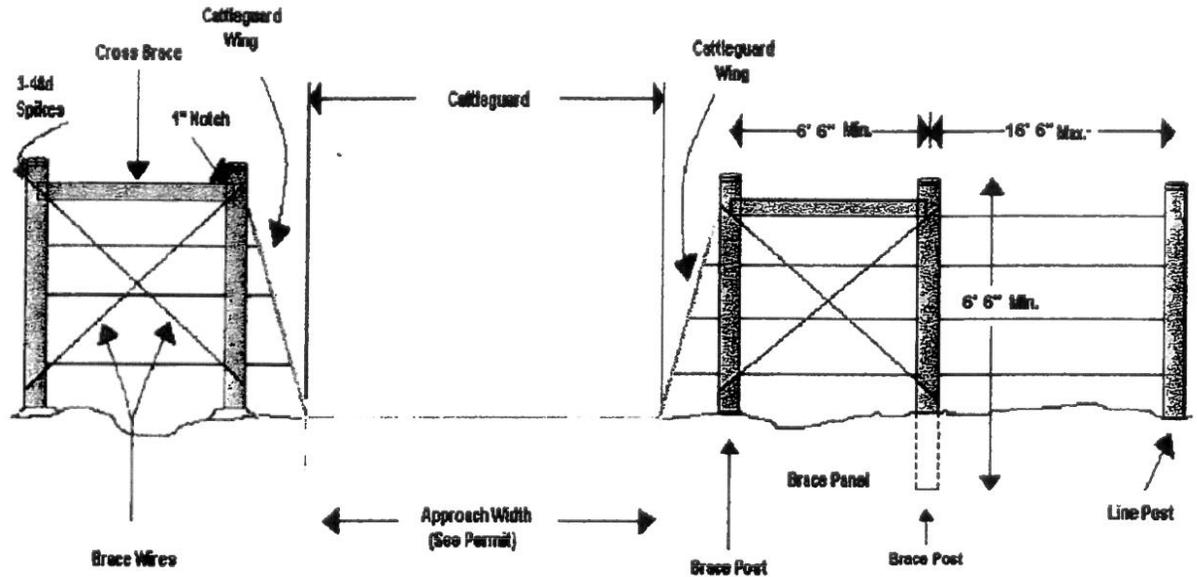
1. **END POSTS** - End Posts shall not have a diameter less than 7" min. or greater than 10" max. and shall be 7' min. length. A notch 1" deep shall be cut into each brace post to support cross brace.
2. **BRACE POST** - Brace posts shall not have a diameter less than 6" or greater than 9" and shall be 6'6" min. length. A notch 1" deep shall be cut into each brace post to support cross brace.
3. **CROSS BRACES** - Cross Braces shall be wood and must have a min. diameter of 4" and be 8'3" in length. All cross shall be inserted into 1" notch and nailed to posts with atleast 3-40d spikes at each end.
4. **CATTLEGUARD WINGS** - Should be installed to insure a stock tight access.
5. **BRACE WIRES** - Brace wire shall be formed by double wrapping and twisting 2 strands of 9 gage smooth wire or 4 strands of 12-1/2 gage galvanized wire (i.e. The cross-section of the complete brace wire between the two posts shall have either four 9 gage wires or eight 12-1/2 gage wires). The wire shall be fastened with staples on three sides of each post.

See other side for Standard and Non-Standard Cattleguard Instructions

# FENCING INSTRUCTIONS FOR ACCESSES

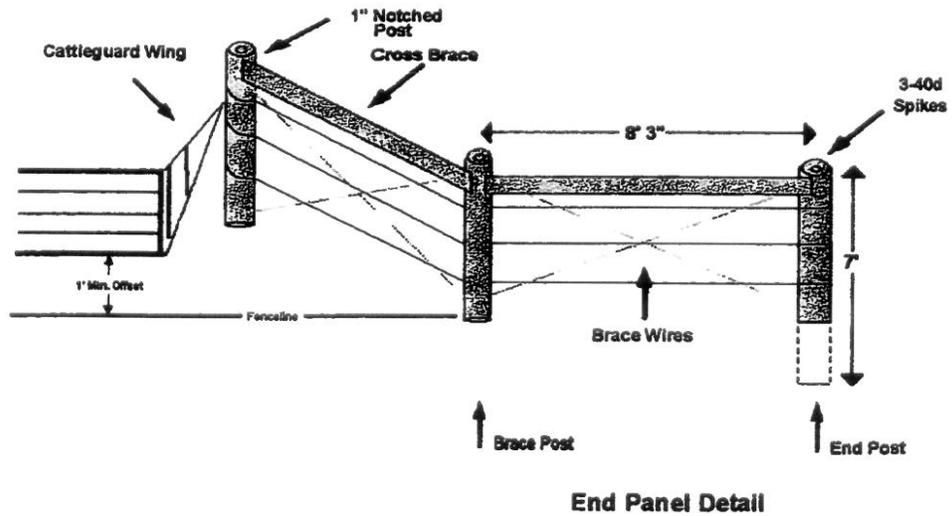
APPROVED STANDARD

CATTLEGUARD

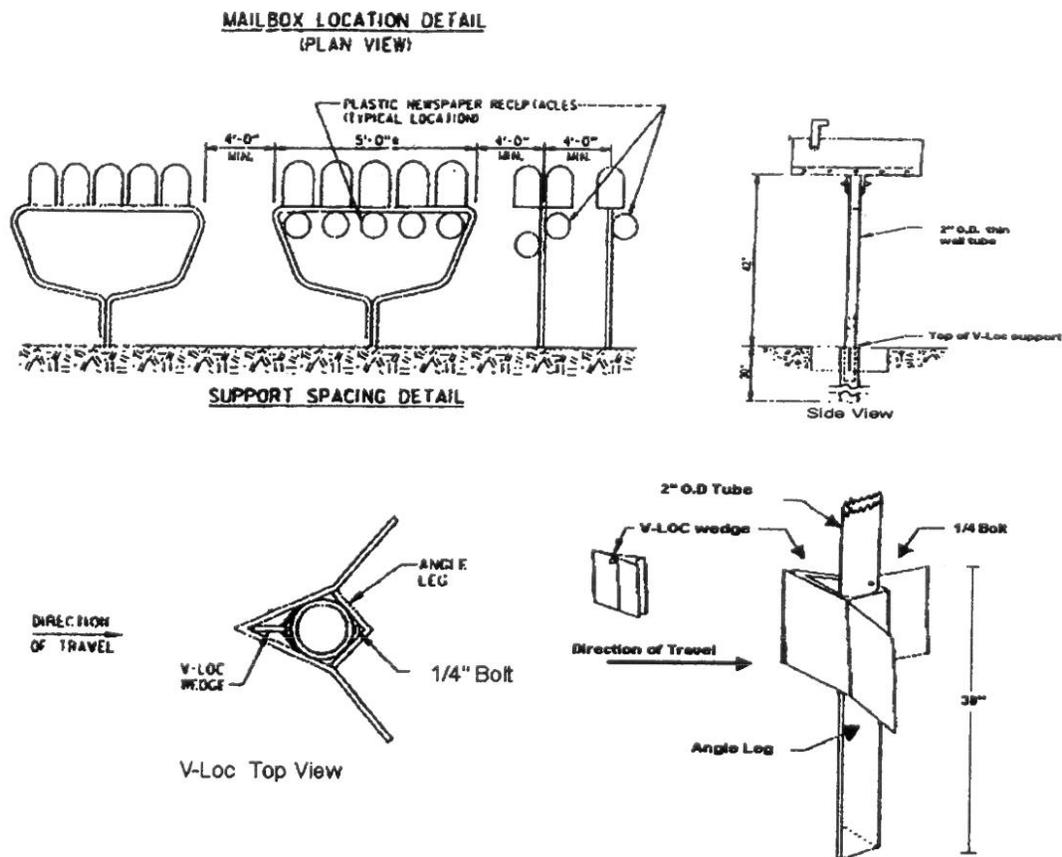


APPROVED NON STANDARD

CATTLEGUARD



## Wyoming Department of Transportation Mailbox Details



### Notes:

Crash test research conducted over the past number of years has proven that a mailbox that is not properly supported will become a deadly airborne hazard when struck by an errant vehicle. The Wyoming Department of Transportation (WYDOT) and other highway agencies recognized the need to eliminate these hazards from our roadways, and thus national safety regulations were implemented requiring new and existing mailbox supports to have a ride over, stay down configuration to avoid becoming a flying spear that will penetrate the passenger compartment and to eliminate non-yielding supports that could cause injuries or death to the driver and/or occupants during a crash. In addition, the mailbox itself must be of an approved lightweight design that will not become a flying deadly object that will break through the windshield of a vehicle, but hopefully will instead deflect or collapse during a collision.

- If a mailbox is needed, a mailbox support will be provided by WYDOT. Placement of new support on roadway shall be approved by the Local Maintenance Foreman prior to being installed. The postmaster should also be contacted on all new mailbox installations to assure proper mailbox placement and mail delivery.
- It will be up to the applicant to install the support to the above standards. Care should be taken when setting the anchor. Additional anchors will not be provided if they are set incorrectly or damaged during installation. If a replacement anchor is needed, it will be up to the applicant to provide it at their expense.
- Only U.S.P.S. approved mailboxes will be accepted. It will be up to the applicant to properly install the mailbox on the provided support.
- Mailboxes shall be placed in same alignment as existing boxes and should be grouped at centralized location whenever possible.
- The mailbox area should be marked and utility locates should be called prior to setting anchor.

APPROVAL AS TO FORM

I have reviewed the attached *Wyoming Department of Transportation Access Permit*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: March 20, 2014



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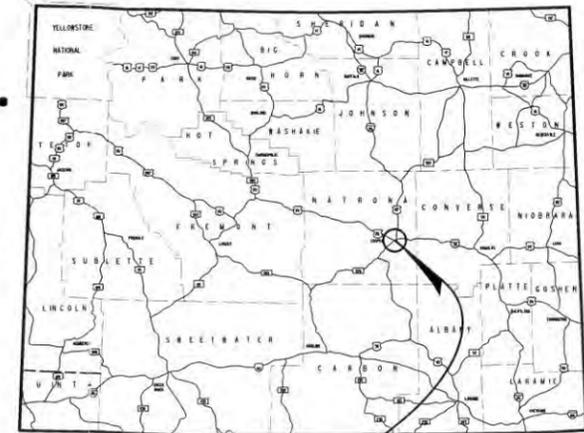
Wallace Trembath III  
Assistant City Attorney



CITY OF CASPER WYOMING

# POPLAR ST. AND MIDWEST AVE./KING BLVD. TRAFFIC SIGNAL PROJECT NO. 12-56 NATRONA COUNTY

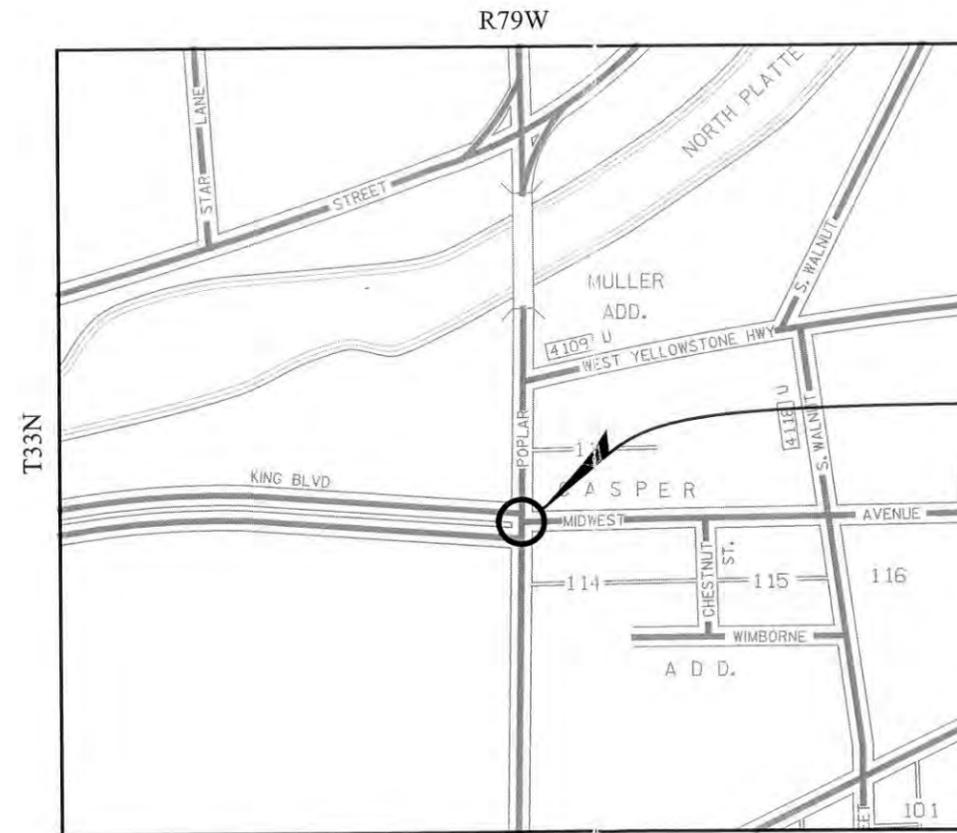
WYOMING STATE MAP



PROJECT  
LOCATION

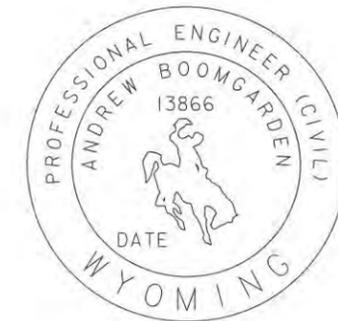
INDEX OF SHEETS

SHEET	TITLE
1	TITLE SHEET
2	LEGEND SHEET
3	TRAFFIC SIGNAL LAYOUT
4	OVERHEAD SERVICE DROP
5	BILL OF MATERIALS
6	SIGNAL CONDUCTOR CODE ASSIGNMENT SCHEDULES
7	LOAD PANEL SCHEDULE
8	SERVICE POINT PEDESTAL
9	SERVICE PEDESTAL FOOTING AND PAD DETAIL
10	SIGNAL INDICATION AND SIGNAL POLE SCHEDULE
11	SIGNAL POLE DETAIL AND SIGNAL POLE WIRING DETAIL
12	POLE AND WIRING DETAIL
13	CABINET FOOTING DETAIL
14	RADAR DETECTOR INSTALLATION DETAIL
15	ANTENNA INSTALLATION
16	PULL BOX & COVER AND DELINEATOR DETAIL
17	DRILLED SHAFT FOUNDATION DETAILS
18-21	STANDARD SIGNAL POLE FABRICATION AND INSTALLATION
22	STRIPING DETAIL
23	SIGNING DETAIL
24	SIDEWALK DETAIL
25	ADA STANDARD DETAIL



LOCATION MAP

POPLAR AND MIDWEST  
TRAFFIC SIGNAL LOCATION



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WVC ENGINEERING  
5310 EAST 2ND STREET, SUITE 200, CASPER, WY 82409  
(307) 273-2707

CITY OF CASPER  
PROJECT NO. 12-56

DATE	BY	ALC	REVISED	APPROVED
10-7-13	ALC			

POPLAR ST. AND MIDWEST AVE./KING BLVD.  
TRAFFIC SIGNAL  
TITLE SHEET

DRAWING	TS-1
SHEET	1

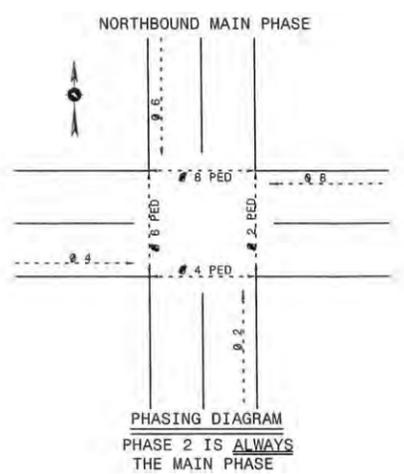
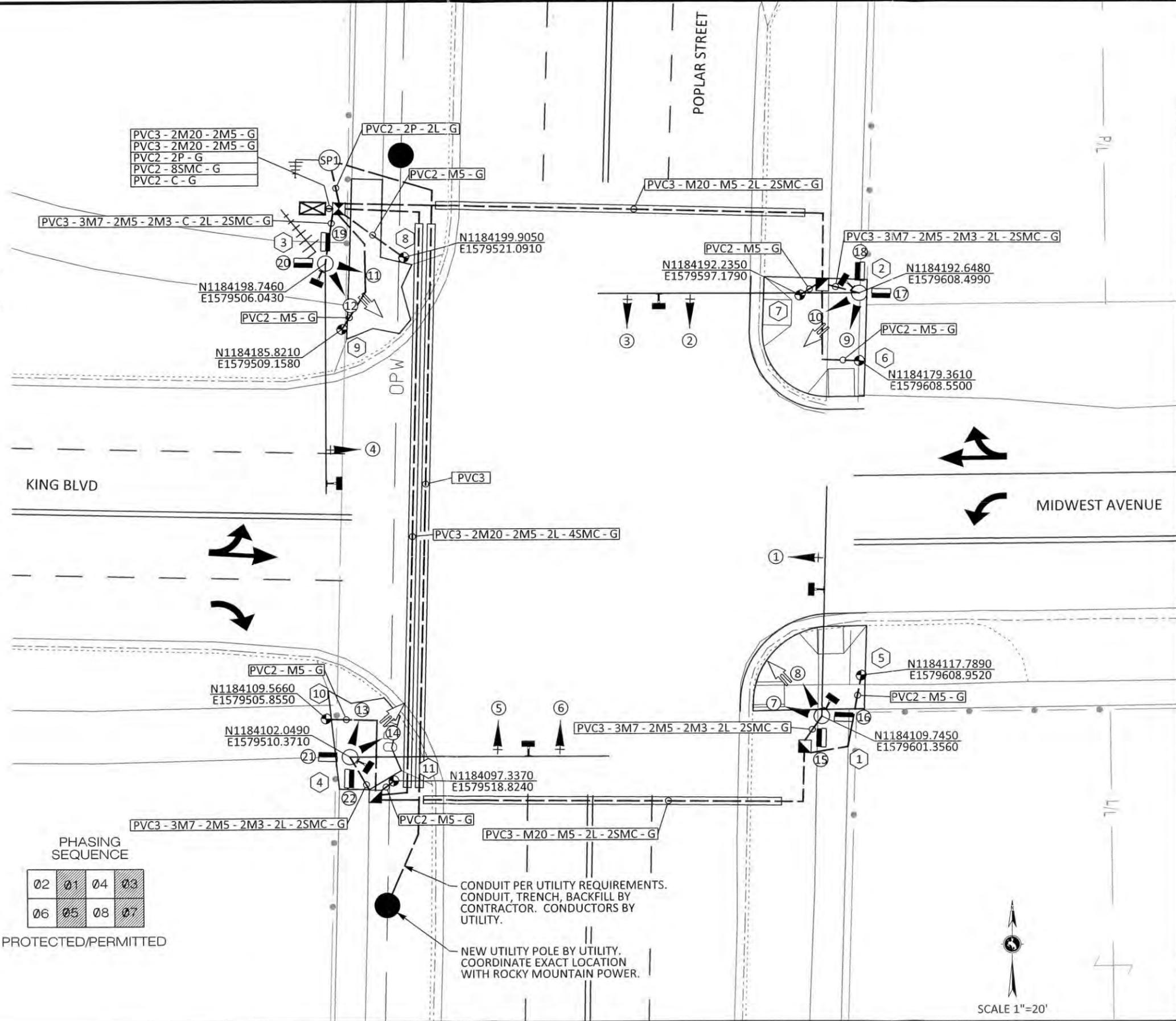
K:\City of Casper\2013013\SignalSheets\001\_Signal\_TS1.dgn 3/6/2014



Know what's below.  
Call before you dig.

**LEGEND:**

- NEW PULL BOX TYPE A
- NEW PULL BOX TYPE B
- NEW PULL BOX RB
- NEW PULL BOX TYPE S
- DRILLED SHAFT FOUNDATION 24"
- DRILLED SHAFT FOUNDATION 30"
- DRILLED SHAFT FOUNDATION 36"
- CONDUIT RIGID PVC
- CONDUIT TO BE BORED
- VEHICLE SIGNAL INDICATION W/BACK PLATE
- VEHICLE SIGNAL INDICATION
- 4 SECTION VEHICLE SIGNAL INDICATION W/BACK PLATE
- 4 SECTION VEHICLE SIGNAL INDICATION
- 5 SECTION VEHICLE SIGNAL INDICATION W/BACK PLATE
- PEDESTRIAN SIGNAL INDICATION
- ACTUATED PEDESTRIAN SIGNAL INDICATION
- SERVICE POINT SIGNAL
- SIGNAL POLE IDENTIFICATION SYMBOL
- SIGNAL IDENTIFICATION SYMBOL
- FLAG NOTE SYMBOL
- TRAFFIC CONTROLLER CABINET
- ROADWAY LUMINAIRE
- ROADWAY LUMINAIRE WITH ORIENTATION ARROW
- ALUMINUM SIGN
- COMMUNICATION ANTENNA
- CONDUIT & CONDUCTOR IDENTIFICATION SYMBOL
- SMARTSENSOR MATRIX SS225 AND MOUNT
- PEDESTRIAN PUSH BUTTON - SIGNAL POLE TYPE 1



**PHASING SEQUENCE**

02	01	04	03
06	05	08	07

PROTECTED/PERMITTED

CONDUIT PER UTILITY REQUIREMENTS. CONDUIT, TRENCH, BACKFILL BY CONTRACTOR. CONDUCTORS BY UTILITY.

NEW UTILITY POLE BY UTILITY. COORDINATE EXACT LOCATION WITH ROCKY MOUNTAIN POWER.



K:\City of Casper\20130131SignalSheets\03 Signal\_Plan\_Layout.dgn 3/17/2014

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 WWC ENGINEERING  
 5810 EAST 2ND STREET, SUITE 200, CASPER, WY 82409  
 (307) 439-2000  
 CITY OF CASPER  
 PROJECT NO. 12-56  
 DRAWING  
 DATE BY ALC  
 00-7-13  
 REVISIONS  
 APPROVED  
 POPLAR ST. AND MIDWEST AVE./KING BLVD.  
 TRAFFIC SIGNAL  
 TRAFFIC SIGNAL LAYOUT  
 DRAWING  
 PLN-1  
 SHEET  
 3

RESOLUTION NO. 14-79

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ACCESS PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE POPLAR STREET AND MIDWEST AVENUE/KING BOULEVARD TRAFFIC SIGNAL PROJECT.

WHEREAS, the City of Casper desires to install a traffic signal at the intersection of Poplar Street and Midwest Avenue/King Boulevard; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper execute an access permit for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute an access permit with the Wyoming Department of Transportation for the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project.

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

April 1, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
Andrew Beamer, P.E., City Engineer

SUBJECT: License Agreement with Rocky Mountain Power  
Installation of Street Lights along Jane Street

Recommendation:

That Council, by resolution, authorize a revocable license agreement with Rocky Mountain Power to install street lights along Jane Street between East "E" Street and East "K" Street.

Summary:

Rocky Mountain Power requests the City's permission to install street lights outside the Jane Street right-of-way between East "E" Street and East "K" Street. The Jane Street right-of-way is 50 feet and does allow room for installation of a transformer pole and anchoring. Installation of underground cable and street lights will also be covered under the agreement.

Provisions in the license agreement call for Rocky Mountain Power to be responsible for all costs associated with construction and maintenance of the facilities and appurtenances, and restoration of the property should the license agreement be revoked.

A resolution is prepared for Council's consideration.

**LICENSE AGREEMENT  
BETWEEN  
ROCKY MOUNTAIN POWER  
AND  
CITY OF CASPER  
FOR  
INSTALLATION OF DISTRIBUTION LINE**

FOR VALUE RECEIVED, the CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming, hereinafter called the "Licensor," HEREBY GRANTS A LICENSE to Rocky Mountain Power, 2840 E. Yellowstone Highway, Casper, Wyoming 82609, hereinafter called the "Licensee," to construct, alter, operate, maintain, inspect, repair, replace, and remove a distribution line and required guy wires, to serve the City of Casper street lights on Jane Street, Casper, Wyoming, hereinafter called the "Facility," located upon the following-described land situate in the City of Casper, County of Natrona, State of Wyoming, to-wit:

See attached Exhibit "A"

**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.

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 as per current and applicable approved tariffs filed with the Wyoming Public Service Commission governing Rocky Mountain Power and/or its successors and completed in a good and workmanlike manner and in accordance with good construction practice. 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 said 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. This permission is given to Licensee as an accommodation to Licensee and that shall be rent-free. Licensee hereby acknowledges the title of Licensor to the above described premises, and agrees never to sell, resist, deny or encumber any such title.
3. Said Licensee agrees to indemnify the City of Casper, its elected 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 City of Casper, 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.
4. The Licensor reserves the right to use, occupy, and enjoy its property in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. The City Council 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 said premises. If the facility, or any portion thereof, is not removed within one hundred twenty (120) 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 do so, when directed, the Licensor may remove said Facility, and each and every part thereof and the Licensee hereby agrees to pay the Licensor the cost of said removal of the facility or any part thereof. The City of Casper is responsible for any relocation, alteration or repair to the Licensee's facilities as a result of actions by the City of Casper, its agents or employees.

5. In the event the facility is conveyed to another party, this License may also be assigned to said party, and upon said assignment said party shall become entitled to all of the rights and privileges granted and shall assume all of the obligations and duties herein provided. Such assignment or sub-assignment as may be accomplished pursuant to this paragraph shall be only with the prior written consent and approval of Licensor. Licensor agrees not to unreasonably withhold such consent.
6. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.
7. 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.
8. The Licensor specifically reserves any claims it may have to sovereign immunity as a defense to any action arising in conjunction with this agreement. By executing this contract, the Licensor does not waive, and reserves all rights it may have to assert governmental immunity as a defense under the Governmental Claims Act, of the Wyoming State Statutes.
9. 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.
10. This Agreement contains the entire contract between the parties hereto, the terms hereof may not be modified in any respect whatsoever unless in writing by both parties under the signature of the duly authorized representative of Licensor.

IN WITNESS WHEREOF, the CITY OF CASPER, WYOMING, has caused this License to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:  
(ROCKY MOUNTAIN POWER INSTALLATION OF DISTRIBUTION LINE)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

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

ATTEST:

ROCKY MOUNTAIN POWER

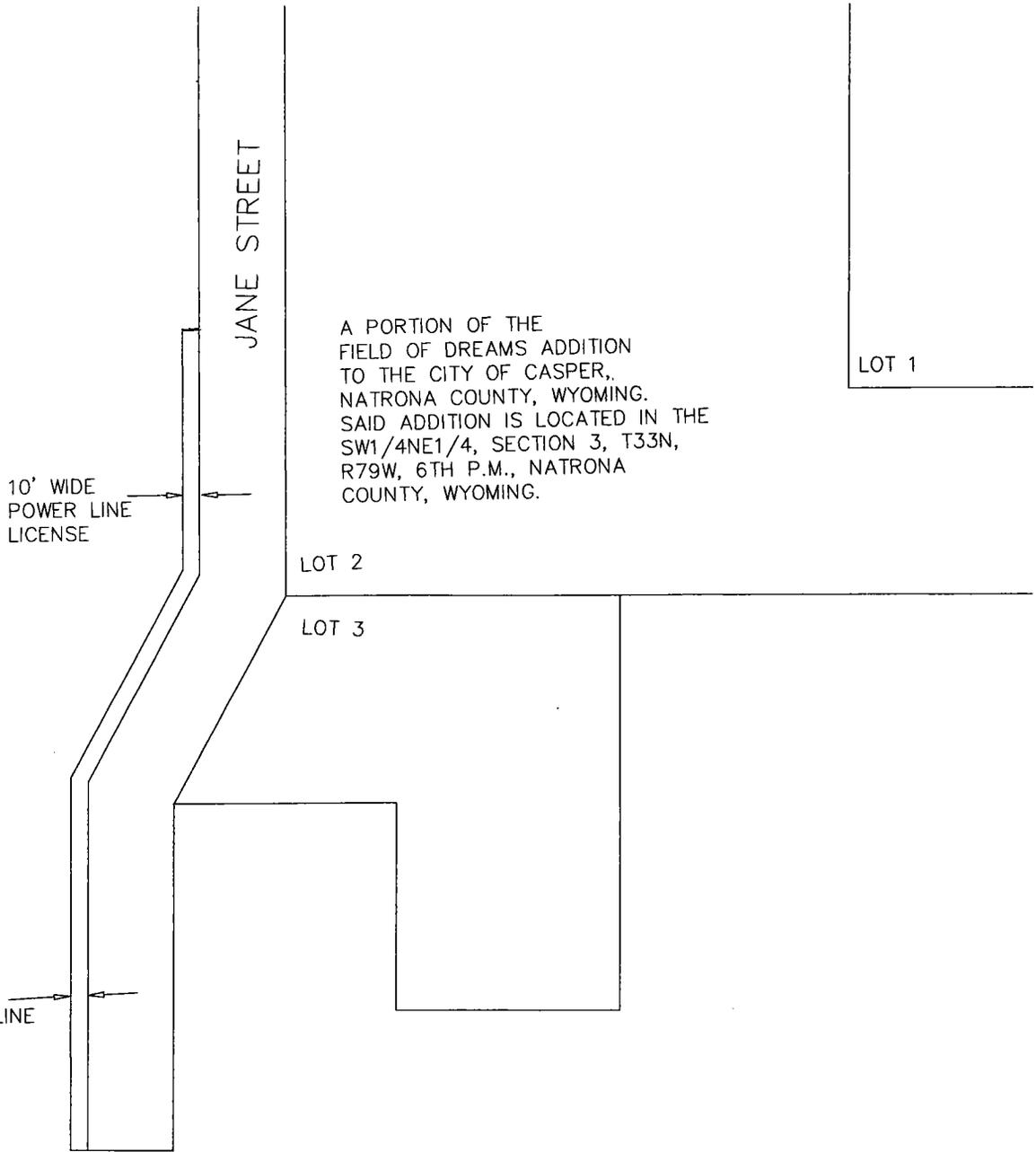
\_\_\_\_\_

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

# Property Description

SECTION: 3, T33N, R79W  
Natrona County, Wyoming

Parcel #:



CC #: 11331

WO #: 5876692

Owner: City of Casper

Author: PC 2-21-14

P20855

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE.

## EXHIBIT A



Scale: 1=100'

RESOLUTION NO. 14-80

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH ROCKY MOUNTAIN POWER TO INSTALL STREET LIGHTS ALONG JANE STREET BETWEEN EAST "E" STREET AND EAST "K" STREET.

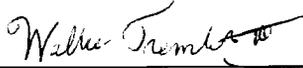
WHEREAS, Rocky Mountain Power has requested permission from the City to install street lights outside the Jane Street right-of-way between East "E" Street and East "K" Street; and,

WHEREAS, the City of Casper has determined that the use of said City-owned property 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 Rocky Mountain Power for the purpose of using certain City-owned property for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing street lights more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V. H. McDonald  
City Clerk

---

Paul L. Meyer  
Mayor

April 1, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
Andrew Beamer, P.E., City Engineer

SUBJECT: Utility Service Permit and License Agreement with the Wyoming Department of Transportation  
Sewer Service to Frito-Lay Facility – 648 North Beverly Street

Recommendation:

That Council, by resolution, execute a utility service permit and license agreement with the Wyoming Department of Transportation (WYDOT), for an existing sewer main and installation of a sewer service within WYDOT right-of-way to serve the new Frito-Lay facility at 648 North Beverly Street.

Summary:

Frito-Lay is preparing to install a sewer service to their new facility at 648 North Beverly Street. Installation of the sewer service requires work within Beverly Street, a WYDOT controlled right-of-way.

As the sewer main is owned and operated by the City of Casper, and never properly permitted by WYDOT, both a utility service permit and license are required for this installation. The permit and license documents the conditions under which the facility may be installed and is required by WYDOT.

A resolution is prepared for Council's consideration.

**TRANSPORTATION COMMISSION OF WYOMING and its  
WYOMING DEPARTMENT OF TRANSPORTATION**

**LICENSE**

1. **Parties.** The parties to this License are City of Casper, Wyoming, hereinafter referred to as Licensee, whose physical address is 200 N. David St., Casper, WY. 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340, hereinafter referred to as Agency.

2. **Purpose of License.** The Licensee is planning the construction of a Sanitary Sewer main as shown on the attached drawing.

hereinafter referred to as Facility, located in:

Section(s) 3 Township 33N Range 79W County (ies) Natrona  
 Route ML14577B Milepost (RM) \_\_\_\_\_ Company Tracking Number: \_\_\_\_\_

GPS Coordinates:  
 GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).  
 For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the license packet.

Entering R/W: Latitude 42.85654N Longitude 106.29771W  
 Exiting R/W: Latitude 42.85889N Longitude 106.297755W

FOR DISTRICT USE ONLY			
ML:		Maint. Section:	Dist. Ref. Number:
FOR UTILITY SECTION USE ONLY			
Company Code:		Folder #:	Direction:
Offset:		Encroach Type:	Facility Type:

3. **Term of License and Required Approvals.** This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.

4. **Responsibilities of Licensee.**

a. **Condition of Approval.** As a condition of approval for this license, the Licensee agrees to locate the Facility identified by this license at the Licensee’s expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act, to include the nature, location and depth of the Facility. The location and depth will be described on an engineering drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which force a deviation in excess of two feet from the approved horizontal alignment, the respective district maintenance engineer will be contacted prior to making the deviation, for approval of the deviation and an amended exhibit will be filed by the Licensee. See Plan/Staking Sheet.

b. **Plan/Staking Sheet.** The Licensee shall attach hereto a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency’s right-of-way. This plan sheet, shall be designated Exhibit “A” and made a part of this License. Upon completion of the proposed work, the Licensee shall submit to the Agency “As-Constructed” plans showing the actual location of the facilities within the Agency’s right-of-way. Exhibit “A” and the “As-Constructed” plans shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and the following requirements:

## PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- Existing major utility facilities.
- Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

## AERIAL HIGHWAY CROSS SECTION

- Low sag design clearance above the high point of the roadway.
- Existing or proposed under-built facilities, including those by others.
- Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.

## BURIED HIGHWAY CROSS SECTION

- Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- If casing pipe or conduit is used, indicate by dimension where the casing will end.
- If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be 11" x 17". Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

- Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised "Exhibit A", will void the license.
- Changes.** Any future alterations, modifications, or removals of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. Adjustments will be accomplished *at no expense to the Agency*, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.
- Limitations.** This license will not be modified, transferred, or assigned without the written consent of the Agency. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.
- Cancellation/Nullification.** The Licensee is required to notify the Agency in writing to cancel and/or nullify any issued license if the described Facility is not constructed within the prescribed time limits, scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.

- g. Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.
  - h. Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
  - i. Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.
- 5. Responsibilities of Agency.** This license is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.
- 6. General Provisions.**
- a. Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this permit.
  - b. Ambiguities.** The parties agree that any ambiguity in this License 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.
  - c. Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
  - d. Applicable Law/Venue.** The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this License, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), Granting Immunity From Tort Liability, and all other state law.
  - e. Award of Related Licenses.** The Agency may undertake or award supplemental or successor Licenses for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
  - f. Construction Methods.** The license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
  - g. Entirety of License.** This License, consisting of five (5) pages, and the attached Exhibits and Additional Stipulations consisting of the pages stamped thereon, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and Licenses, whether written or oral.
  - h. Indemnification.** The Licensee agrees to forever indemnify the Agency and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, maintenance, surveillance, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway system described or noted herein.

If the Licensee is a political subdivision of the State, the following provision applies in lieu of the above cited paragraph:

The Licensee hereby agrees to indemnify and hold harmless the Agency against all loss, liability, and damage that arises out of any activities of the Licensee, its agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work on the Agency's property.

Allegations or proof of negligence or other legal fault on the part of the Agency will not defeat the Agency's rights under this provision or relieve the Licensee, its contractors, and agents of their duty to indemnify and hold harmless the Agency, but the Agency will be responsible for any percentage of fault that may be attributable to it pursuant to law, and the obligation of the Licensee, its contractors and agents to indemnify and hold harmless the Agency will be reduced by the percentage of fault attributable to the Agency.

- i. **Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency's District Offices will initiate an *Authority for Rendering Special Services (ARS)*, as provided in *Operating Policy 24-3*, to cover such costs.
- j. **Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- k. **Proof of Insurance.** The Licensee shall not commence work on this License until the Licensee has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Licensee. The Licensee's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.
- l. **Sovereign Immunity.**

For private (non governmental) entities (which include utility companies, railroads):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

For other governmental entities (municipality, county, board, commission, another state, water districts, sewer districts and other "instrumentalities" of local governments):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement and the Licensee does not waive governmental immunity, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

- m. **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 License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License, and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- n. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.
- o. **Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

p. **Work in Vicinity of Other Utilities.** The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et seq.*, *Damage to Underground Public Utilities Facilities*.

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

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

**LICENSEE**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Phone Number Fax Number E-mail

**AGENCY**

\_\_\_\_\_  
District Representative Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

All power lines belong to Pacific Power & Light Company.  
 All sewer and water line  
 All gas lines belong to  
 All telephone lines belong  
 All television lines belong

R.O.W.

Manhole

Manhole

Manhole

Manhole

Manhole

R.O.W.

42.85654N

42.85676N

42.85707N

42.85747N

42.85833N

42.85867N

42.85889N

T 33N R 7

Section

NE 1/4 SE

106.29771W

106.29771W

106.29773W

106.29794W

106.29771W

106.29755W

106.29755W

EAST BURLINGTON

BLOCK G

Exist Curb & Gutter

Exist Sidewalk

BRYAN STOCK TRAIL

BEVERLY ST

Adjust MH

Remove Asphalt

Remove Asphalt Pavement

Remove Sidewalk

Install Inlet Type A

Remove Curb & Gutter

Remove Sidewalk

Adjust MH

Install Inlet Type A

Remove Asphalt Pavement

Remove Sidewalk

Adjust MH

Install Inlet Type A

Remove Curb & Gutter

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Install Inlet Type A

Remove Asphalt Pavement

Remove Sidewalk

Adjust MH

Install Inlet Type A

Remove Curb & Gutter

Remove Sidewalk

Adjust MH

DAVID H & JOYCE T. MITCHELL  
 PURCHASE AGREEMENT WITH CONTRACTORS  
 EQUIPMENT RENTAL & SALES INC.  
 FRANK W. THOMAS, SR. ET UX.

BIG SUR  
 WATEREDS  
 M & M AUTO  
 PARTS INC.

For Sign Removals, See Sign Removal Summary Sheet  
 For Drainage Details, See Sheets 21-23 & 38

T 33N R 79W  
 Section 2  
 NW 1/4 SW 1/4

For Additional Information  
 See Sheets 21-23 & 38

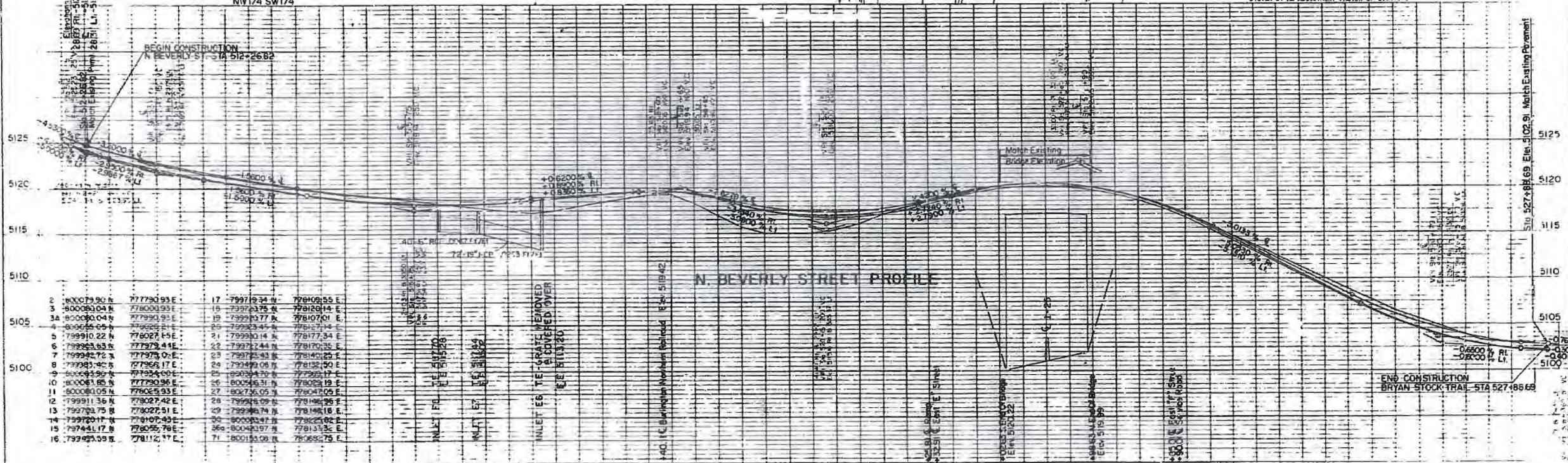
"AS CONSTRUCTED"



SW 1/4 NW 1/4  
 BLOCK 2  
 WYOMING CONCRETE  
 PIPE CO. ADDITION

BEARINGS AND DISTANCES SHOWN ON THE PLANS  
 AND USED FOR PROPERTY DESCRIPTIONS ARE  
 BASED ON THE WYOMING STATE PLANE COORDINATE  
 SYSTEM, EAST CENTRAL ZONE, MODIFIED TO  
 WYOMING HIGHWAY DEPARTMENT COORDINATE  
 SYSTEM BY AN ADJUSTMENT FACTOR OF 1.00027.

STA 527+88.69 BRYAN STOCK TRAIL  
 END CONSTRUCTION



N. BEVERLY STREET PROFILE

2	800079.90 N	777790.93 E	17	799719.34 N	776109.55 E
3	800080.04 N	778009.93 E	18	799723.75 N	776120.14 E
3A	800080.04 N	777990.93 E	19	799923.77 N	776107.01 E
4	800080.05 N	778009.93 E	20	799923.45 N	776121.14 E
5	799910.22 N	778027.51 E	21	799930.14 N	776177.34 E
6	799923.63 N	777973.41 E	22	799727.44 N	776170.35 E
7	799927.42 N	777973.02 E	23	799725.43 N	776140.25 E
8	799923.42 N	777965.17 E	24	799729.08 N	776132.50 E
9	800080.04 N	778009.93 E	25	800080.04 N	778009.93 E
10	800080.05 N	777990.93 E	26	800080.05 N	778009.93 E
11	800080.05 N	778027.51 E	27	800080.05 N	778009.93 E
12	799911.36 N	778027.42 E	28	799923.63 N	776177.34 E
13	799723.75 N	778027.51 E	29	799923.63 N	776177.34 E
14	799720.17 N	776107.01 E	30	800080.04 N	778009.93 E
15	79744.17 N	776055.76 E	36	800080.04 N	778009.93 E
16	79744.17 N	778112.17 E	71	800154.08 N	776082.75 E

**TRANSPORTATION COMMISSION OF WYOMING and its  
WYOMING DEPARTMENT OF TRANSPORTATION**

**UTILITY SERVICE/REPAIR PERMIT**

**1. Parties.**

The parties to this License are City of Casper, Wyoming, hereinafter referred to as Permittee, whose address is 200 N. David Street, Casper, WY. 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as Agency, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340.

**2. Purpose of Permit.**

The Agency hereby grants permission to the Permittee to operate, maintain, repair, or connect to their existing sanitary sewer main with a sanitary sewer service line hereinafter referred to as Facility, located at:

Street Bryan Stock Trail and E. 'E' Street City/Town Casper, Wyoming

Section 3 Township 33N Range 79W County (ies) Natrona

Route ML14577B Ref. Marker \_\_\_\_\_ Maint. Section \_\_\_\_\_ M-54 Folder #: \_\_\_\_\_ Dist. M-54 License #: \_\_\_\_\_

GPS Coordinates: Entering R/W: Latitude 42.85696 N (Dec.deg.) Longitude 106.29785W (Dec.deg.)

Exiting R/W: Latitude 42.85699 N (Dec.deg.) Longitude 106.29776W (Dec.deg.)

(GPS Datum NAD/83 accuracy to ±30')

**3. Plan/Staking Sheet.**

The Utility shall attach hereto a plan sheet and/or staking sheet showing facilities to be repaired, maintained or having new service connections as part of this Permit. This plan sheet, shall be designated Exhibit "A" and made a part of this Permit. The Exhibit "A" shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and shall include the following requirements.

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed.
- Proposed facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.
- The maximum sheet size shall be 11" x 17".

**4. Conditions.**

This Permit is subject to the following conditions:

- a. This Permit is for the purpose of providing new service connections to, maintaining or repairing existing licensed facilities and does not permit new construction or extensive replacement of utility lines; such work requires a Utilities License, Form M-54. New service connections shall fall under the provisions of the existing Utility License.

- b. The work allowed under this permit shall commence only after the execution of this permit by both parties. If due to an emergency, work must begin before a permit can be processed, verbal approval must be obtained from the District Maintenance Engineer and a permit executed as soon as possible.
- c. The Permittee shall perform all necessary work in the maintenance or tapping of the utility and the cost of such work shall be borne solely by the Permittee. The work to be performed by the Permittee shall include the following as deemed applicable by the Department:
  - i. Sub-excavation of all unstable material and compaction of all backfill or special backfill to a density equal to the surrounding material or as defined by the Department. Density tests will be provided by Permittee whenever it is deemed necessary.
  - ii. All backfill shall be placed to the top of the sub-grade and the surface course or courses shall be replaced by like or better materials. (Asphalt pavement shall be replaced with asphalt pavement and concrete by concrete pavement).
  - iii. Furnish, provide, erect and maintain all necessary barricades, lights, reflectorized signs and take all necessary precautions for the protection of the work and safety of the traveling public at the work area in accordance with "Manual on Uniform Traffic Control Devices (MUTCD)" or WYDOT's "Traffic Control for Roadway Work Operations Manual".
  - iv. Boring or jacking shall be performed with a minimum of surface opening.
- d. If ground settlement or paving failure occurs after Permittee has completed backfilling and resurfacing the utility cut, the Department will correct such settlement or failure; and all labor, material and equipment required to make such correction will be billed to the Permittee.

**5. Signatures.**

In witness thereof, the parties to this Permit, either personally or through their duly authorized representatives, have executed this Permit on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Permit. The effective date of this Permit is the date of the signature last affixed to this page.

**PERMITTEE**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail

**CURRENT POINT OF CONTACT FOR COMPANY (If different from Permittee above)**

\_\_\_\_\_  
Printed Name and Title

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail

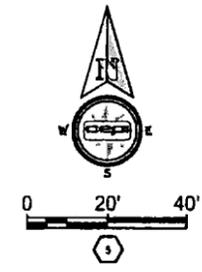
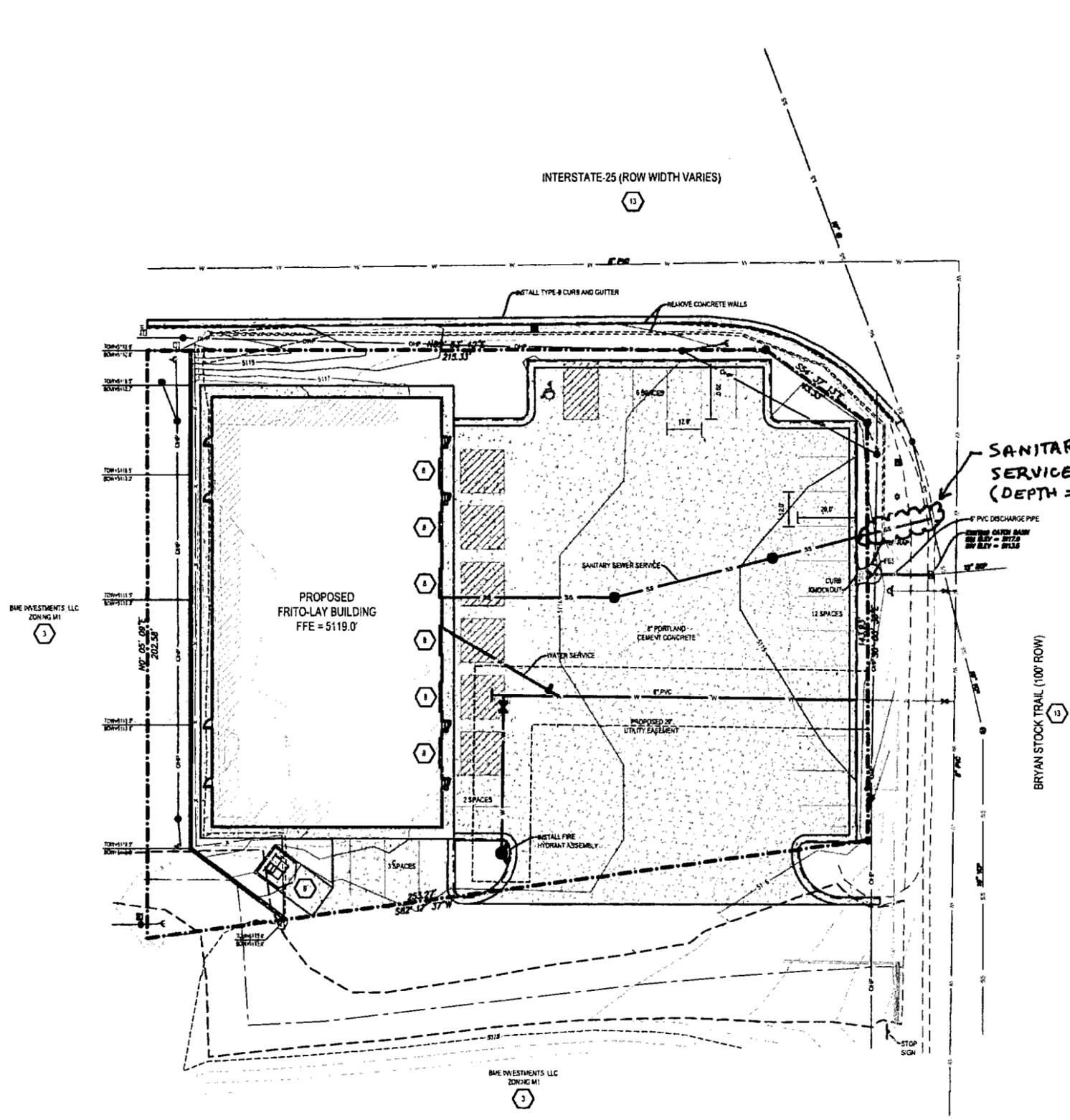
**AGENCY**

\_\_\_\_\_  
District Representative Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

All work shall conform to the City of Casper Engineering Department's Standards and Specifications, dated 8/29/2011.



**LEGAL DESCRIPTION AND COMMON ADDRESS**

1. PORTION OF NE 14 SE 14 SECTION 3 T33N R79W TO THE CITY OF CASPER NATRONA COUNTY, WYOMING  
848 N BEVERLY ST CASPER, WYOMING 82601

4. CURRENT ZONING: M1  
5. PROPOSED ZONING: M1

6. AS SHOWN ON PLAN

7. BUILDING HEIGHT: 24'-2" (BY MINIMUM SETBACK)  
BUILDING SETBACKS:  
NORTH: 16'-0"  
EAST: 14'-0"  
SOUTH: 24'-0"  
WEST: 22'-0"

8. AS SHOWN ON PLAN, 28' DOCK HEIGHT, 18' x 12' DOORS

10. NOT APPLICABLE TO THIS SITE

11. NOT APPLICABLE TO THIS SITE

12. NOT APPLICABLE TO THIS SITE

16. NOT APPLICABLE TO THIS SITE

17. SEE LANDSCAPING PLAN

18. NOT APPLICABLE TO THIS SITE

20. GENERAL NOTES:  
A. TOTAL LAND AREA: 1.26 ACRES / 46,182 S.F.  
B. TOTAL BUILDING FOOTPRINT: 11,840 S.F.  
C. PERCENTAGE OF LAND COVERED BY BUILDINGS: 25.7%  
D. BUILDING HEIGHT(S): 24'-2"  
E. NUMBER OF STORES AND TOTAL LEASABLE S.F.: 1 STORES / 11,843 S.F.  
F. NUMBER OF PARKING SPACES REQUIRED: 12 (2 HC, 1 VAN HC)  
F.A. OFFICE - 2,527 S.F. / 278 / 1,000 + 7 SPACES  
F.B. WAREHOUSE - 9,313 S.F. x 0.5' / 1,000 + 5 SPACES  
G. NUMBER OF PARKING SPACES PROVIDED: 23 (0 HC, 1 VAN HC)  
H. SQUARE FOOTAGE OF ALL LANDSCAPED AREAS: 7,483 S.F.  
I. PERCENTAGE OF SITE COVERED BY LANDSCAPING: 16.2%  
J. AREA TO BE DISTURBED: 1.1 ACRES / 49,000 S.F.

23. SEE DRAINAGE STUDY

24. 8" PORTLAND CEMENT CONCRETE PAVEMENT PER GEOTECH REPORT

25. TRAFFIC STUDY NOT REQUIRED

**LEGEND:**

W	EXISTING WATERLINE W/VALVE
W	PROPOSED WATERLINE W/VALVE
SS	EXISTING SANITARY SEWER
SS	PROPOSED SANITARY SEWER
ST	EXISTING STORM DRAIN WHOLET
ST	PROPOSED STORM LINE
GLAS	EXISTING GAS LINE
UGT	EXISTING UNDER GROUND TELEPHONE LINE
QHP	EXISTING OVERHEAD POWER WITH POLE
22	PROPOSED CONTOURS
	EXISTING CONTOURS
	EXISTING FIRE HYDRANT W/VALVE
	PROPOSED FIRE HYDRANT W/VALVE
	EXISTING SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	EXISTING LIGHT POLE
1	PROPOSED TRASH RECEPTACLE



REVISIONS:

DATE	BY	DESCRIPTION

SITE PLAN RESUBMITTAL

BME INDUSTRIAL COMPANIES, LLC  
FRITO-LAY  
CASPER, WYOMING 82601

PROJECT # 13-56  
DATE 2/10/14  
DRAWN BY DW

SITE PLAN  
SHEET  
C1.0

EXHIBIT "A"

RESOLUTION NO. 14-81

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT AND LICENSE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A SEWER SERVICE TO THE FRITO-LAY FACILITY AT 648 NORTH BEVERLY STREET.

WHEREAS, Frito-Lay is preparing to install a sewer service to their new facility at 648 North Beverly Street; and,

WHEREAS, construction of the sewer service requires installation within Wyoming Department of Transportation right-of-way; and,

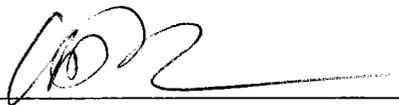
WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute a utility service/repair permit and license agreement for the work.

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 utility service/repair permit and license agreement with the Wyoming Department of Transportation for the Frito-Lay sewer service.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, or 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 the utility service/repair permit and license agreement.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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V. H. McDonald  
City Clerk

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Paul L. Meyer  
Mayor

April 1, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
Andrew Beamer, P.E., City Engineer

SUBJECT: Contract for Professional Services with ECS Engineers  
Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane, Project  
No. 14-23

Recommendation:

That Council, by resolution, authorize a contract for professional services with ECS Engineers (ECS) for design and construction administration services related to the Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project, in the amount of \$139,600.30.

Summary:

Development adjacent to Country Club Road between Wyoming Boulevard and Ardon Lane is prompting conversion of the roadway from a county road to city road. This project will reconstruct the roadway to City standards, with a 36-ft paved width, curb and gutter, sidewalks, and street lights.

Proposals were solicited from local engineering firms to provide design and construction administration services for the project. Three firms responded and were interviewed. Based upon project team qualifications, team management/organization, ability of firm to recognize design opportunities in the project, demonstrated design experience, and willingness to meet time requirements, ECS was selected by City and Natrona County staff.

Design services for the project include preparation of construction plans and specifications and assistance to the City in advertising for, opening, and evaluating construction bids. Construction administration services for the project include construction observation and inspection by a resident engineer and a technician. These duties include material testing, field surveying, reviewing and preparing construction pay estimates, preparing record drawings showing actual as-constructed conditions of the project, meetings with the Owner and contractor, and reviewing and approval of shop and material product data.

Funding for the project will come from 1%#14 funds originally allocated for street reconstruction. Natrona County is reimbursing the City \$170,526 for the project; the City will be reimbursed the remaining funds as adjacent properties are developed.

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 \_\_\_\_\_, 2014, by and between the following parties:

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

2. ECS Engineers, 1607 CY Avenue, Suite 102, Casper, Wyoming, 82604 (“Consultant”).

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

### RECITALS

A. The City is undertaking the reconstruction of Country Club Road from Wyoming Boulevard to Ardon Lane.

B. The project requires professional services for engineering design and construction administration.

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

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

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

1. SCOPE OF SERVICES:

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

A. Design Phase

1. Land Surveying

The Consultant shall provide land surveying services to obtain the necessary topographic information and utility information for the design and the preparation of the plan and profile sheets for all aspects of the Project. The Consultant shall utilize base mapping provided by the City from the City’s Geographical Information System database for the base map and plan sheet preparation. The consultant shall utilize the existing topographic

information for the project and then supplement this information with any additional information required.

## 2. Roadway Design

The Consultant shall be responsible for providing the design of the roadway. This work shall include the following:

- Full Reconstruction of Country Club Road from Wyoming Boulevard to Ardon Lane.

This work shall include horizontal and vertical alignments, typical roadway sections, curb and gutter, sidewalks, and roadway foundation design. The Consultant will obtain the necessary geotechnical information and prepare a roadway section recommendation for both asphalt and concrete pavement sections. The roadway shall be designed for a thirty six (36) foot paved width. The Consultant shall design for any storm sewer modifications/extensions necessary as a result of the roadway improvements.

## 3. Roadway Lighting

The Consultant shall be responsible for coordinating the installation of roadway lighting with Rocky Mountain Power and designing all necessary conduit and foundations. Lighting shall be spaced no greater than 250-feet.

## 4. Private Utilities

The Consultant shall contact other utilities (i.e. - telephone, power, cable TV, gas, etc.) to obtain location of their utilities in project locations and to coordinate any required adjustments.

## 5. City Staff Meetings

The Consultant shall meet with members of City staff approximately every two (2) weeks at a designated City facility during the term of this agreement. In addition, the Consultant shall attend any interim special meetings with City staff, relating to the performance of this contract. The purpose of the meetings will be to discuss elements of each design alternative, project criteria, project status, and design options. The Consultant shall provide the City with written minutes of all meetings. It is anticipated that three (3) such meetings will be held.

## 6. Cost Estimate

The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.

B. Project Manual

1. Consultant shall prepare Construction Drawings and Specifications utilizing the City of Casper "Standard Specifications for Public Works Construction and Infrastructure Improvements", revised January, 2006 edition. More recent versions of these Standard Specifications shall be utilized by the Consultant if made available by the City in time for Consultant's design preparations.
2. General Conditions of the Specifications will be the Standard General Conditions of the Construction Contract, No. 1910-8 prepared by the Engineers' Joint Contract Document Committee (1996 edition) supplied by the City of Casper. Supplementary Conditions shall be approved documents prepared by the City of Casper.
3. The Consultant shall prepare a Project Manual to include the following:
  - a) Technical Specifications.
  - b) Bid Schedule to accompany the City's Bid Form.
  - c) "Front end" documents for 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 City and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final typing to the City. After the City types them, Consultant shall incorporate them into the Project Manual.
  - d) The Consultant shall include in the Project Manual special provisions covering underground utilities vertical locates requirements included in Senate File 13 (W.S. 37-12-307 et seq.), effective July 1, 1996. Unless specifically authorized by the City, all such locates will be performed as part of the construction contract. Any crucial locates work required during design shall be performed by the City, at the request of the Consultant. The Consultant shall provide the necessary surveying for underground utilities so exposed.

Consultant shall specify in the special provision that the Contractor shall be responsible for contacting all utility and/or pipeline companies for locates of underground facilities affecting the Project. If the utility company cannot or will not provide the information, the Contractor shall obtain the information by whatever means necessary. The Contractor for each location of possible conflicts shall expose the utility using all necessary precautions so as not to damage the facility. The utility shall remain exposed until the construction administration engineer surveys the

utility. It shall be stated that no excavation operations shall take place until all utilities are contacted, and locations and elevations of the utilities are confirmed.

Payment to the Contractor for the locate Work shall be from a force account. The amount of the force account for locates shall be as mutually decided on by the City and Engineer.

4. The Consultant shall provide the City with two (2) sets of final construction documents for review a minimum of three weeks prior to advertisement of the Project.

C. Subconsultants

1. The Consultant shall be responsible for procuring any necessary subconsultant to complete the work.
2. The City and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

D. Advertising and Bidding Phase.

1. The Consultant shall provide a list of qualified bidders and assist with solicitation to bidders.
2. The Consultant shall assist and be present at a pre-bid meeting to answer Contractor questions, and review the limitations and extent of work required by the project documents.
3. Consultant shall prepare and distribute addenda, if necessary.

E. Construction Phase:

1. The Consultant shall conduct a pre-construction meeting with the Contractor at the jobsite to review each work item, construction quality control, and phasing of the repair work.
2. The Consultant shall review shop drawings and material sample submittals for conformance with the intent of the design documents.
3. The Consultant shall make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the contractor's work.

4. The Consultant shall attend progress meetings.
5. The Consultant shall issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
6. The Consultant shall prepare a punchlist near project completion and conduct a final project review of punchlist items addressed by the Contractor.
7. The Consultant shall maintain a regularly updated set of "as-built" record documents. Consultant shall submit record documents to City within thirty (30) days after Substantial Completion in the form of one (1) reproducible set of four (4) mil Mylar Record Drawings and in AutoCAD and PDF format on one (1) set of compact disks labeled as "Record Drawings – COUNTRY CLUB ROAD RECONSTRUCTION – WYOMING BOULEVARD TO ARDON LANE." All submittals shall be dated.
8. Construction Staking. Consultant shall provide limited construction staking services for the Contractor, as follows:
  - a. Establish horizontal and vertical control for construction.
  - b. All staking will be done once, and contractor will be responsible for additional staking at his cost.

F. Documents, Materials, and Work Furnished by the City.

1. City shall provide prints of City Engineering Atlas Sheets for the project. The Atlas Sheets show available utility location information as known by the City.
2. City shall provide a timely review of all documents submitted by the Consultant.
3. City shall provide copies of subdivision plats for the project.
4. City shall provide, in digital format, GIS base mapping information for the available coverages desired by the Consultant. Consultant will be required to sign a license agreement for use of the GIS coverages, at no cost to the Consultant.

2. TIME OF PERFORMANCE:

The design and bidding services of the Consultant shall be undertaken and completed on or before the 17<sup>th</sup> day of June, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the attached Exhibit A, not to exceed a ceiling amount of One Hundred Thirty-Nine Thousand Six Hundred and 30/100 Dollars (\$139,600.30). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

CONSULTANT  
ECS Engineers  
1607 CY Avenue, Suite 102  
Casper WY 82604

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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.

**EXHIBIT "A"**

**ENGINEERING SERVICES FOR  
COUNTRY CLUB ROAD IMPROVEMENTS  
PREPARED March 24, 2014**

**1.) SURVEYING SERVICES**

Surveying services provided to gather horizontal and vertical data in the necessary accuracy to provide densification of data gathered in the Needs Assessment phase.

**MANPOWER**

Project Manager	\$140.00	HOUR	5	\$700.00
1 Man Survey Crew With GPS	\$140.00	HOUR	40	\$5,600.00
Surveyor (L.S.)	\$110.00	HOUR	6	\$660.00
Staff Surveyor	\$90.00	HOUR	16	\$1,440.00

**EQUIPMENT**

CADD	\$20.00	Hour	16	\$320.00
Survey Mileage	\$1.00	MILE	150	\$150.00

**SUBTOTAL** **\$8,870.00**

**2.) DESIGN SERVICES**

**MANPOWER**

Project Manager	\$140.00	HOUR	72	\$10,080.00
Project Engineer	\$90.00	HOUR	300	\$27,000.00
Senior Engineering Technician	\$85.00	HOUR	80	\$6,800.00
Administrative	\$65.00	HOUR	50	\$3,250.00

**EQUIPMENT**

CADD	\$20.00	HOUR	250	\$5,000.00
Mileage	\$1.00	MILE	100	\$100.00

**SUBTOTAL** **\$52,230.00**

**3.) Geotechnical engineering**

Services as provided by Ground Engineering as a Sub-Consultant to ECS

See attached Quote	\$5,230.00
10% Markup	\$5,753.00
<b><u>SUBTOTAL</u></b>	<b><u>\$5,753.00</u></b>

**DESIGN SERVICE TOTAL** **\$66,853.00**

**4.) CONSTRUCTION ENGINEERING SERVICES**

**MANPOWER**

Project Manager	\$140.00	HOUR	80	\$11,200.00
Engineer (RPR)	\$90.00	HOUR	100	\$9,000.00
Technician (Assistant RPR)	\$70.00	HOUR	250	\$17,500.00

**EQUIPMENT**

CADD	\$20.00	HOURS	10	\$200.00
Mileage	\$1.00	MILES	1500	\$1,500.00

**SUBTOTAL** **\$39,400.00**

**5.) Materials Testing**

Services as provided by Ground Engineering as a Sub-Consultant to ECS

See attached Quote		\$8,943.00
10% Markup		\$9,837.30
	<b><u>SUBTOTAL</u></b>	<b><u>\$9,837.30</u></b>

**6.) Construction Surveying**

Surveying services provided to layout improvements for contractor

**MANPOWER**

Project Manager	\$140.00	HOUR	16	\$2,240.00
Project Engineer	\$90.00	HOUR	8	\$720.00
1 Man Survey Crew With GPS	\$140.00	HOUR	109	\$15,260.00
Staff Surveyor	\$90.00	HOUR	8	\$720.00

**EQUIPMENT**

CADD	\$20.00	HOUR	16	\$320.00
Survey Mileage	\$1.00	MILE	200	\$200.00
		<b><u>SUBTOTAL</u></b>		<b><u>\$19,460.00</u></b>

**7.) Project Close-Out and Warranty Services**

**MANPOWER**

Project Manager	\$140.00	HOUR	5	\$700.00
Project Engineer	\$90.00	HOUR	30	\$2,700.00

**EQUIPMENT**

CADD	\$20.00	HOUR	30	\$600.00
Mileage	\$1.00	MILES	50	\$50.00

**SUBTOTAL** **\$4,050.00**

**CONSTRUCTION SERVICE TOTAL** **\$72,747.30**

**TOTAL ESTIMATED COST FOR PROJECT** **\$139,600.30**

**Note: ECS proposes the above cost as a Cost-Not to Exceed, billed on a time and materials basis.**

RESOLUTION NO. 14-82

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ECS ENGINEERS FOR THE COUNTRY CLUB ROAD RECONSTRUCTION – WYOMING BOULEVARD TO ARDON LANE PROJECT.

WHEREAS, the City of Casper desires to secure a consulting engineering firm to provide engineering services to reconstruct Country Club Road from Wyoming Boulevard to Ardon Lane; and,

WHEREAS, ECS Engineers 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 ECS Engineers 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 One Hundred Thirty-Nine Thousand Six Hundred and 30/100 Dollars (\$139,600.30).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

April 1, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
David Hill, P.E., Public Utilities Director  
Zulima Lopez, Wastewater Collections Supervisor  
Andrew Beamer, P.E., City Engineer  
Andrew Colling, Engineering Tech

SUBJECT: Agreement with TES, Inc.  
2014 Miscellaneous Sanitary Sewer Lining Project No. 14-07

Recommendation:

That Council, by resolution, authorize an agreement with TES, Inc., for the 2014 Miscellaneous Sanitary Sewer Lining Project No. 14-07, in the amount of \$277,025. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$15,000, for a total project amount of \$292,025.

Summary:

On Thursday, March 20, 2014, five (5) bids were received from contractors for the installation of cured-in-place liner in existing vitrified clay pipe sanitary sewer mains located throughout Casper. The bids received for this work follow:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
TES, Inc.	Denver, CO	\$277,025.00
Insituform, LLC	Chesterfield, MO	\$280,995.10
PEC, Inc.	Helena, MT	\$295,000.00
Layne, Inliner, LLC	Kiowa, CO	\$308,750.00
Re-Pipe California, LP	Riverside, CA	\$396,750.00

The estimate prepared by the City Engineering Office was \$301,000, with the low bid received at \$277,025. Adding a construction contingency amount of \$15,000 will bring the total contract amount to \$292,025.

The project includes the installation of 9,500 feet of new PVC sewer lining in existing clay pipe sanitary sewer mains in areas throughout Casper where backups and trouble areas were identified by Waste Water Collections. Work is scheduled to be completed by June 27, 2014.

Funding for this project will be from Sewer Reserves.

A resolution is prepared for Council's consideration.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with TES, Inc., 2055 West Barberry Place, Denver, Colorado 80204, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install cured-in-place liner in existing 8", 15" and 18" vitrified clay pipe sanitary sewer mains located throughout Casper; and,

WHEREAS, TES, Inc., is able and willing to provide those services specified as the 2014 Miscellaneous Sanitary Sewer Lining Project No. 14-07.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2014 Miscellaneous Sanitary Sewer Lining Project No. 14-07, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 27, 2014 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 4, 2014.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Three Hundred Dollars (\$300.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and

readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Seventy-Seven Thousand Twenty Five Dollars and 00/100 (\$277,025.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
  - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

## ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda No. (1).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Special Provisions consisting of five (5) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**2014 Miscellaneous Sanitary Sewer Lining Project No. 14-07**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

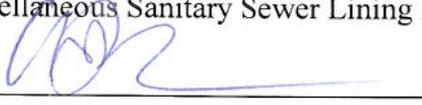
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:  
(2014 Miscellaneous Sanitary Sewer Lining Project No. 14-07)

  
\_\_\_\_\_

CONTRACTOR:

ATTEST:

TES, Inc.  
2055 West Barberry Place  
Denver, Colorado 80204

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

V. H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
   2014 Miscellaneous Sanitary Sewer Lining  
   Project No. 14-07

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

1.    The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by June 27, 2014, and completed and ready for final payment not later than July 4, 2014, in accordance with the Bidding Documents.
2.    Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.    Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.    In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.    Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. <u>  1  </u>	Dated <u>  3/13/14  </u>
Addendum No. _____	Dated _____
  - B.    Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ 277,025.00

TOTAL BASE BID, IN WORDS: Two Hundred and Seventy Seven Thousand and Twenty Five DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: TES, INC.  
2055 W. BARBERY PL.  
DENVER, CO 80204

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

Submitted on MARCH 19, 2014.

BF-2

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

IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

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

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

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

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: TES, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

COLORADO  
(State of Incorporation or Organization)

By: John F. Walsh, JOHN F. WALSH, PRESIDENT (seal)  
(Title)

(Seal)

Attest: Randy Hughes, Superintendent

Business Address: 2055 W. BARABENY PL.  
DENVER, CO 80204.

Phone Number: OFFICE) 303.953.0210, (cell) 720.732.4805

A JOINT VENTURE

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

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

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

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

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

**BID SCHEDULE  
2014 MISCELLANEOUS SANITARY SEWER LINING  
PROJECT 14-07**

Bid Date: 3/20/14

COMPANY NAME: TES, Inc.  
 ADDRESS: 2055 W. BARBERY PL.  
DENVER, CO 80204

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum    R&R = Remove and Replace    LF = Linear Feet    F&I = Furnish and Install  
 SY = Square Yard    FA = Force Account    CY = Cubic Yard    EA = Each

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization	LS	1	15,000.00	15,000.00
2	F&I 8" Sanitary Sewer Main Liner	LF	7400	21.00	155,400.00
3	F&I 15" Sanitary Sewer Main Liner	LF	900	35.00	31,500.00
4	F&I 18" Sanitary Sewer Main Liner	LF	1200	45.00	54,000.00
5	Reinstate Services During Lining	EA	215	75.00	16,125.00
6	Temporary Traffic Control	LS	1	5,000.00	5,000.00
Total Base Bid (Addition of Items 1-6)					277,025.00

Total Base Bid: Two Hundred and Seventy Seven Thousand  
and Twenty Five Dollars (\$ 277,025.00)

RESOLUTION NO. 14-83

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TES, INC., FOR THE 2014 MISCELLANEOUS SANITARY SEWER LINING PROJECT.

WHEREAS, the City of Casper desires to install cured-in-place liner in existing vitrified clay pipe sanitary sewer mains located throughout Casper; and,

WHEREAS, TES, Inc., is able and willing to provide those services specified as the 2014 Miscellaneous Sanitary Sewer Lining, Project No. 14-07; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Fifteen Thousand Dollars (\$15,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with TES, Inc., for those services, in the amount of Two Hundred Seventy-Seven Thousand Twenty-Five Dollars (\$277,025).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Seventy-Seven Thousand Twenty-Five Dollars (\$277,025) and Fifteen Thousand Dollars (\$15,000) for a construction contingency account, for a total price of Two Hundred Ninety-Two Thousand Twenty-Five Dollars (\$292,025).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than 30 days, changes in the dollar amount of the above described agreement not greater than the sum of Fifteen Thousand Dollars (\$15,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
David W. Hill, P.E., Public Utilities Manager

SUBJECT: Outside-City Water Service Contract with Alan Coltan Fowles

Recommendation:

That Council, by resolution, authorize an outside-City water service contract with Alan Coltan Fowles, Lot 1, Miller Simple Subdivision, Casper, Wyoming 82601.

Summary:

This parcel of land is located north of the City on the west side of Bryan Stock Trail on Sunlight Drive. This contract provides for outside-City water service. This property is not contiguous to Casper City limits.

The City owns, operates, and maintains the water transmission main in Bryan Stock Trail to which Mr. Fowles would connect.

The owner has signed and submitted a Commitment to Annex, attached to this contract.

The Public Utilities Advisory Board has conceptually approved the contract and has recommended Council approval.

A resolution is prepared for the Council's consideration.

## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Alan Coltan Fowles, 5170 Blackmore Rd., Apt. 102, Casper, Wyoming 82609 hereinafter referred to as "Owner."

### WITNESSETH:

WHEREAS, Owner is the owner of certain land as described in Exhibit "A" being Lot 1 of the Miller Simple Subdivision, a portion of the NE1/4 SE1/4 NE1/4 of Section 34, Township 34 North, Range 79 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,

WHEREAS, Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,

WHEREAS, Owner can connect by a service line into the City owned 16-inch water transmission line on Bryan Stock Trail; and,

WHEREAS, Owner and City have agreed to such outside-city water service under the terms and conditions as hereinafter stated.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. The property served shall be limited to that described in Exhibit "A". No other properties shall be served without the express permission of the City Council of the City of Casper.
2. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure beyond the control of the City, water service may not be available. The City of Casper, Wyoming, does not waive any immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 et. seq., as amended.
3. The Owner shall obtain at Owner's costs, one ¾-inch, or 1-inch meter to service his property, which meter will be owned by the City. The Owner shall, at Owner's sole cost and expense, install a 1-inch water service line from the 16-inch Bryan Stock Trail Water System transmission line to service Owner's property. The water service line curb box shall be installed approximately twenty (20) feet from the transmission line. A meter pit and water meter shall be installed by Owner immediately downstream of the curb boxes.

The City shall own, operate, and maintain the individual 1-inch service line to the curb box, curb stop and water meter. The Owner shall own, operate, and maintain the meter pit.

The Owner shall, at Owner's sole cost and expense, install a 1½ or 2-inch water service line from the meter pit to his property.

The Owner shall own, operate and maintain the 1½-inch or 2-inch water service line beyond the curb box located near the Bryan Stock Trail water transmission line.

The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed.

4. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Sunlight Drive at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.

Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.

The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction in Sunlight Drive shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

5. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the Casper City Council. The commitment to annex form shall be executed concurrently with this agreement, shall provide that said commitment shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, shall be included in every sale, conveyance or mortgage involving the above-described property, and shall further run with and bind the real property described and set forth in Exhibit "A". This Agreement shall terminate, and be null and void between the parties and the City shall have the right to terminate all services provided for pursuant to this Agreement in the event the Owner fails to annex its property to the City within one

(1) year after being requested to annex said property by the City Council or after the City Council's approval of a property owner's petition for the annexation thereof.

6. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
7. The curb box shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City'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.
8. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.

The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et. seq., as amended.

9. The meter pit and water meter, as required by the City's staff, shall be obtained and installed by and at the sole expense of the Owner according to the rules and regulations of the City. The meter pit shall remain the property of the Owner.
10. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.

11. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service.
12. Owner agrees that Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi and that Owner shall encourage all residents to adhere to the following water saving device recommendations; toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
13. Owner shall be allotted one (1) water service connection and meter to the property shown on Exhibit "A". No other properties may be served.
14. The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall become null and void.
15. 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.
16. This Agreement, and all terms and covenants contained herein shall be binding upon the Owner and Owner's heirs, successors in interest, and assigns, shall run with and bind the real property described and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records against said real property.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

---

V.H. McDonald  
City Clerk

---

Paul L. Meyer  
Mayor

ATTEST:

[Signature]

OWNER:

[Signature]  
Alan Coltan Fowles  
Lot 1, Miller Simple Subdivision  
Casper, WY 82601

The undersigned mortgagee for Alan Coltan Fowles hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

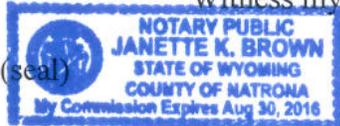
N/A  
MORTGAGEE

By: \_\_\_\_\_  
Name/Title

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

21<sup>st</sup> This instrument was acknowledged before me by Alan Coltan Fowles this  
day of March, 2014.

Witness my hand and official seal:



[Signature]  
NOTARY PUBLIC

My commission expires: August 30, 2016

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

N/A

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ of \_\_\_\_\_ the Mortgagee.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

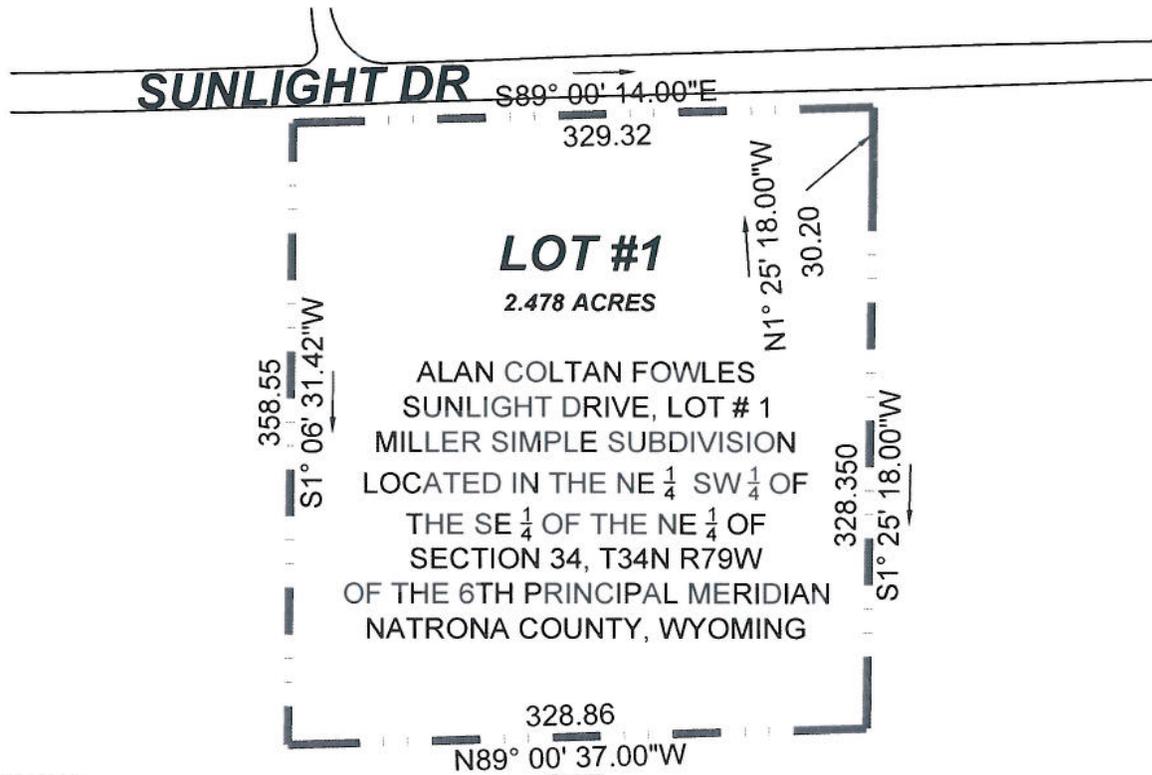
This instrument was acknowledged before me by Paul L. Meyer as Mayor of City of Casper, Wyoming this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

# EXHIBIT "A" LOCATION MAP



**VICINITY MAP**  
NOT TO SCALE

# VICINITY MAP



**VICINITY MAP**  
NOT TO SCALE

**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Individual Form)

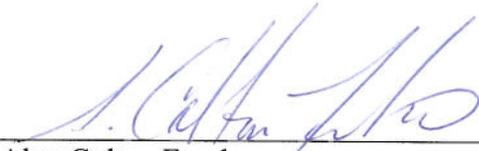
We, Alan Coltan Fowles, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**Lot 1, Miller Simple Subdivision, a portion of the NE1/4 SE1/4 NE1/4 of Section 34,  
Township 34 North, Range 79 West of the 6<sup>th</sup> P.M.**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

3/21/2014  
Date

  
Alan Coltan Fowles  
OWNER

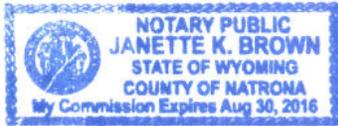
\_\_\_\_\_  
Date

N/A  
MORTGAGEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 21<sup>st</sup> day of March, 2014, by Alan Coltan Fowles, as OWNER.



SEAL

[Signature]  
\_\_\_\_\_  
Notary Public

My commission expires: August 30, 2016

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

N/A

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, MORTGAGEE.

SEAL

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

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

RESOLUTION NO. 14-84

A RESOLUTION AUTHORIZING AN OUTSIDE-CITY WATER SERVICE CONTRACT WITH ALAN COLTAN FOWLES.

WHEREAS, Alan Coltan Fowles has requested outside-City water service from the City of Casper; and,

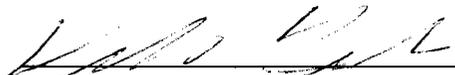
WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Outside-City Water Service Contract with Alan Coltan Fowles, Lot 1, Miller Simple Subdivision, Casper, Wyoming 82601.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



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CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V. H. McDonald  
City Clerk

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Paul L. Meyer  
Mayor

April 1, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Installation and Service Company, Inc.  
2014 CPU Asphalt Repair Project 14-01

Recommendation:

That Council, by resolution, authorize an agreement with Installation and Service Company, Inc., for the 2014 Casper Public Utilities (CPU) Asphalt Repair, Project No. 14-01, in the amount of \$321,500, and a contingency amount of \$20,000, for a total contract amount of \$341,500.

Summary:

On March 13, 2014, the City of Casper received three (3) bids for the 2014 CPU Asphalt Repair Project. The bids received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Installation &amp; Service Co, Inc.</b>	<b>Mills, Wyoming</b>	<b>\$321,500</b>
Ramshorn Construction, Inc.	Casper, Wyoming	\$329,325
71 Construction	Casper, Wyoming	\$333,250

The engineer's estimate prepared by the City Engineering Office was \$300,000, with the low bid received at \$321,500. Adding a construction contingency amount of \$20,000 will bring the total contract amount to \$341,500.

The 2014 CPU Asphalt Repair contract includes bid quantities for furnishing and installing asphalt and base course materials and other related work based on scheduled in-house water line replacement work, as well as an estimated number of water main breaks that may occur. The contract includes provisions for the imposition of liquidated damages if the contractor fails to address individual street repair sites in a timely manner.

Funding for this project will be from the Water Fund.

A resolution is prepared for Council's consideration.

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Installation and Service Company, Inc., P.O. Box 2938, Mills, Wyoming 82644, hereinafter referred to as "Contractor."

WHEREAS, the City of Casper desires to repair asphalt damaged due to the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program; and,

WHEREAS, Installation and Service Company, Inc., is able and willing to provide those services specified as the 2014 CPU Asphalt Repair Project No. 14-01.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2014 CPU Asphalt Repair Project, No. 14-01.

Contractor shall perform all the work required by the Contract Documents for supplying, patching, and finishing of asphalt concrete for street repairs, and rotomilling and repairing of asphalt at various locations throughout the City of Casper and environs, for the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program, for the period of April 15, 2014, through April 14, 2015.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 Within ten (10) days after the execution of this Agreement, the Owner will provide Contractor a written listing of "winter time" street repair locations, indicating locations requiring repairs from the previous winter period as part of this Agreement. The Contractor shall finally complete these "winter time" street asphaltic repairs locations no later than June 15, 2014. The Owner assumes all responsibility for maintenance and traffic control of the "winter time" repair locations until Contractor mobilization to each location, prior to June 16, 2014. Starting June 16, 2014, the Contractor shall assume all responsibilities for any unfinished "winter time" asphaltic repairs, including all maintenance and traffic control. If the Contractor fails to finally complete any "winter time" street asphaltic repair location by June 15, 2014, liquidated damages as per Article 3.7 shall be invoked.

- 3.2 All asphaltic repairs locations of less than two thousand ( 2,000) square feet associated with the repair program, located throughout the City of Casper and environs, shall be started within seventy-two (72) hours, or three (3) working days, after email notification to Contractor by Owner that the site is ready for repair. If work does not commence within the seventy-two (72) hour or three (3) working days time period, the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept all responsibility for cuts less than two thousand (2,000) square feet within seventy-two (72) hours, or three (3) working days, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within ten (10) working days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.3 All asphaltic repairs greater than two thousand (2,000) square feet associated with the replacement program, located throughout the City of Casper and environs, shall be started within one hundred twenty (120) hours or five (5) working days after email notification to Contractor by Owner, that the site is ready for repair. If work does not commence within this time period the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept responsibility for cuts within one hundred twenty (120) hours or five (5) working days of email notification, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within fifteen (15) days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.4 Any and all asphaltic street repair locations provided to Contractor by Owner between the date of this Agreement and June 15, 2014, shall be simultaneously completed in accordance with Articles 3.1, 3.2, and 3.3, above.
- 3.5 Once the work commences, there shall be no delays. The work shall progress in a timely continuous manner until completion. If the Contractor should discontinue work prior to completion without Owner's approval, it shall result in liquidated damages for delay as agreed in Article 3.7 of the "Agreement Between Owner and Contractor".
- 3.6 If the Contractor, or the City of Casper representative, feels that in order to adequately insure proper repairs to any given asphalt repair, that complete street closure is necessary, it shall be the Contractor's responsibility to notify all affected residences. If the closure affects business, the affected business shall be given a minimum of a twenty-four (24) hour notice prior to closure.
- 3.7 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not finally completed by the times and schedules specified in Paragraphs 3.1 through 3.5, inclusive, above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not finally completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that

as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Fifty Dollars (\$250) for each day that expires after the times specified in Paragraphs 3.1 and 3.2, and Five Hundred Dollars (\$500) for each day that expires after the times specified in Paragraphs 3.3 through 3.5, inclusive, for final completion. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Three Hundred Twenty-One Thousand Five Hundred Dollars (\$321,500.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. SUBSTANTIAL COMPLETION

All references in the General Conditions regarding Substantial Completion shall be disregarded, and are not a part of the Contract. All progress payments to the Contractor shall be based upon acceptance of the work as finally complete at each individual work site for street repairs.

#### ARTICLE 6. PAYMENT PROCEDURES.

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

- 6.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the twenty-fifth (25<sup>th</sup>) day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 6.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 6.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

- 6.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 6.2, Final Payment.
  - 6.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 7. WITHHELD FUNDS.

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

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 8.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 8.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 8.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

#### ARTICLE 9. CONTRACT DOCUMENTS.

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

- 9.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 9.2 Exhibit "A" - Bid Form.
- 9.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 9.4 Addenda No. NA.
- 9.5 Performance and Payment Bonds.
- 9.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 9.7 Notice of Award.
- 9.8 Notice to Proceed.
- 9.9 Minutes of the Pre-Bid Conference, if any.
- 9.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 9.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 9.12 General Requirements, consisting of seven (7) sections.
- 9.13 Special Provisions, consisting of one (1) section.

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

ARTICLE 10. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 11. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:  
(2014 CPU Asphalt Repair Project No. 14-01)



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

(2014 CPU Asphalt Repair Project No. 14-01)

CONTRACTOR:

ATTEST:

Installation and Service Company, Inc.  
P.O. Box 2938  
Mills, Wyoming 82644

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

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

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

V.H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
   **2014 CPU Asphalt Repair**  
   **Project No. 14-01**

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by April 14, 2015, and completed and ready for final payment not later than April 14, 2015, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ 321,500.<sup>00</sup>

TOTAL BASE BID, IN WORDS: Three hundred Twenty one Thousand Five hundred - - - - - DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Installation & Service Co, Inc  
P.O. Box 2938  
Mills, WY 82644

BF-2

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

Submitted on March 13, 2014.

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

IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

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

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

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

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Installation & Service Co, Inc (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: [Signature] (seal)  
Vice-President  
(Title)

(Seal)  
Attest: Judy L. Spurgin

Business Address: P.O. Box 2938  
Mills, WY 82644

Phone Number: 307-473-9000

A JOINT VENTURE

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

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

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

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

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

ITEMIZED BID SCHEDULE  
**2014 CPU ASPHALT REPAIR PROJECT NO. 14-01**  
 CASPER PUBLIC SERVICES DEPARTMENT

ABBREVIATIONS

SY = Square yard    SYI = Square yard inch    CY = Cubic Yard    LF = Lineal Feet    EA = Each

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
A-1	2,500	SYI	Furnish and install hot mix asphalt for patches less than 200 square feet for <u>Eighteen</u> Dollar(s) and <u>ZERO</u> Cent(s) Per square yard-inch.	18	00	45,000	00
A-2	8,500	SYI	Furnish and install hot mix asphalt for patches between 200 and 2,000 square feet for <u>Ten</u> Dollar(s) and <u>Fifty</u> Cent(s) per square yard-inch.	10	50	89,250	00
A-3	13,000	SYI	Furnish and install hot mix asphalt for patches greater than 2,000 square feet for <u>Nine</u> Dollar(s) and <u>Forty</u> Cent(s) per square yard-inch.	9	40	122,200	00
B-1	850	CY	Furnish and install Type "W" base coarse for patches greater than 2,000 square feet for <u>Forty nine</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	49	00	41,650	00
C-1	4,000	LF	Rotomill asphalt to a required depth for asphalt repair areas greater than 2,000 square feet for <u>TWO</u> Dollar(s) and <u>TEN</u> Cent(s) per lineal foot.	2	10	8,400	00

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
D-1	250	SY	Install geotextile separation fabric for _____ <u>TWO</u> Dollar(s) and _____ <u>ZERO</u> Cent(s) per square yard.	2	00	500	00
E-1	10	EA	Furnish and Install concrete manhole collar for _____ <u>Four hundred Fifty</u> Dollar(s) and _____ <u>ZERO</u> Cent(s) per each.	450	00	4,500	00
E-2	25	EA	Furnish and Install concrete valvebox collar for _____ <u>Four hundred</u> Dollar(s) and _____ <u>ZERO</u> Cent(s) per each.	400	00	10,000	00
<b>TOTAL BASE BID (Addition of Items A-1 through E-2)</b>				<b>321,500.00</b>			

Bid Submitted By: Installation & Service Co, Inc  
(Name of individual, partnership, corporation or LLC, or joint venture)

RESOLUTION NO. 14-85

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
INSTALLATION AND SERVICE COMPANY, INC., FOR THE 2014  
CASPER PUBLIC UTILITIES ASPHALT REPAIR PROJECT.

WHEREAS, the City of Casper desires to contract for street repairs for the 2014 Casper Public Utilities Asphalt Repair Project; and,

WHEREAS, Installation and Service Company, Inc., of Casper, Wyoming, is ready, willing and able to provide those services specified as the 2014 Casper Public Utilities Asphalt Repair Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Installation and Service Company, Inc., Casper, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Twenty-One Thousand Five Hundred Dollars (\$321,500), and Twenty Thousand Dollars (\$20,000) for a contingency account, for a total price of Three Hundred Forty-One Thousand Five Hundred Dollars (\$341,500).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_,  
2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

April 1, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
 David W. Hill, P.E., Public Utilities Manager  
 Andrew B. Beamer, P.E., City Engineer  
 Andrew Colling, Engineering Technician

SUBJECT: Procurement Agreements  
 2014 Casper Public Utilities Materials Procurement, Project No. 14-02

Recommendation:

That Council, by two (2) separate resolutions, authorize agreements for the 2014 Casper Public Utilities (CPU) Materials Procurement, with Dana Kepner Company of Wyoming, in the amount of \$38,817.24, and with Waterworks Industries, Inc., in the amount of \$37,721.00, for a total amount of \$76,538.24.

Summary:

Each year, bids are solicited for waterworks materials to be used by the Public Utilities Division, for in-house water main replacement projects and water distribution system maintenance. The procurement documents allow each bid schedule to be awarded separately, to the lowest bidder for that schedule. Bids were opened for materials for the 2014 CPU Materials Procurement on March 20, 2014, with two (2) bidders responding. The bid results are as follows:

<b>Bid Schedule</b>	<b>Description</b>	<b>Dana Kepner of Wyoming</b>	<b>Waterworks Industries</b>
I	PVC and Ductile Iron Pipe	*\$20,736.80	\$23,845.00
II	Service Saddles	\$2,089.40	*\$2,040.00
III	Resilient-Seated Gate Valves	*\$5,091.77	\$5,459.00
IV	Copper & Polyethylene Tubing, Curb & Corp Stops, and Appurtenances	*\$956.40	\$1,178.00
V	Extension Curb Boxes	\$5,996.00	*\$4,500.00
VI	Valve Boxes and Extensions	\$1,040.80	*\$980.00
VII	PVC Pressure Fittings and Relief Valves	*\$2,287.67	\$2,336.00
VIII	Tracer Wire & Ground Clamps	\$1,202.00	*\$1,201.00
IX	Fire Hydrants	*\$9,573.36	\$11,600.00
X	Tap Saddles	*\$171.24	\$216.00
XI	Manholes	41,560.75	*\$29,000.00
	<b>TOTAL BID AMOUNTS</b>	<b>\$90,706.19</b>	<b>\$82,355.00</b>
	<b>TOTAL RECOMMENDED AWARD AMOUNTS</b>	<b>\$38,817.24</b>	<b>\$37,721.00</b>

\*Recommended award amount

Two resolutions are prepared for Council's consideration.

STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Casper, hereinafter referred to as the "Owner," and Dana Kepner Company of Wyoming, Inc., 1820 S. Loop Avenue, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**2014 CPU Materials Procurement**

The following special services are required: Provide specific items identified in Exhibit "A" Bid Form and Bid Schedule:

Bid Schedule I – PVC Pipe; Bid Schedule III – Resilient Seated Gate Valves and Appurtenances; Bid Schedule IV – Copper and Polyethylene Tubing; Bid Schedule VII – PVC Pressure Fittings; Bid Schedule IX – Fire Hydrants; Bid Schedule X – Tap Saddles.

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Engineering Office, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

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

Casper Public Utilities Garage  
1600 Wyoming Boulevard  
Casper WY 82604

#### ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of thirty (30) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$ 200.00) for each day that expires after the time specified in Paragraph 4.1 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Thirty-Eight Thousand Eight Hundred Seventeen and 24/100 Dollars (\$38,817.24). See Exhibit "A" - Bid Form and Bid Schedule.

#### ARTICLE 6. PAYMENT PROCEDURES.

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

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
  - 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in

accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.
- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

#### ARTICLE 7. INTEREST.

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

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

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

## ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A" - Bid Form.
- 9.3 Addenda – NA.
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.6 Procurement Specifications bearing the title "2014 CPU Materials Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

## ARTICLE 10. MISCELLANEOUS.

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

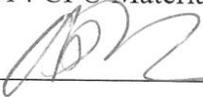
representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

(2014 CPU Materials Procurement, Project No. 14-02)

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

APPROVED AS TO FORM:

(2014 CPU Materials Procurement, Project No. 14-02)

  
\_\_\_\_\_

CONTRACTOR:

Dana Kepner Company of Wyoming, Inc.  
1820 South Loop Avenue  
Casper, Wyoming 82601

ATTEST:

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

V.H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: **City of Casper**  
**2014 CPU Materials Procurement Proj. 14-02**

THIS BID SUBMITTED TO: City of Casper  
Public Services Department  
Public Utilities Division  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
*no addenda rec'd 3-20-14 SL*
  - B. Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or business entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,
5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 5 of 5) \$ 90,706.19

TOTAL BASE BID, IN WORDS: Ninety-thousand seven hundred-six  
dollars and nineteen cents DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.
8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Dana Kepner Company of Wyoming, Inc.  
1820 South Loop Ave.  
Casper, WY 82601

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on March 30, 2014.

IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

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

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

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

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Dana Kepner Company of Wyoming, Inc (seal)  
(Name)

Wyoming  
(State of Incorporation or Organization)

By: Sherry Ludwig (seal)  
President  
(Title)

(Seal)

Attest:  
Business Address: 1820 South Loop Ave.

Casper, WY. 82601  
Phone Number: 307-235-1300



**2014 CPU MATERIALS PROCUREMENT  
(PROJECT NO. 14-02)  
BID SCHEDULE**



DANA KEPNER COMPANY OF WYOMING, INC  
1820 N. SOUTH LOOP AVENUE  
INTERSTATE INDUSTRIAL PARK  
CASPER, WYOMING 82601  
(307) 235-1300 • (800) 442-3023  
www.DanaKepner.com

March 2014

The following is a list of abbreviations for this bid schedule:

CC = Tapered Thread	Fl = Flange	PVC = Polyvinyl Chloride	PO = Push-On
Corp = Corporation	LF = Lineal Foot	RS = Resilient Seated	W/out = Without
DI = Ductile Iron	MJ = Mechanical Joint	# = Pound	VB = Valve Box
Ea = Each	PE = Plain end	Cts = Copper or Polyethylene	SS = Stainless Steel
OD = Outside Diameter			

BID SCHEDULE I - PVC and DUCTILE IRON PIPE	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. 6" PVC	L.F.	100	\$ 4.01	\$ 401.00
2. 8" PVC	L.F.	1600	\$ 6.88	\$ 11,008.00
3. 12" PVC	L.F.	200	\$ 14.56	\$ 2,912.00
4. 8" DI	L.F.	340	\$ 18.87	\$ 6,415.80
TOTAL BID SCHEDULE I: \$ <u>20,736.80</u>				
TOTAL IN WORDS: <i>Twenty thousand seven hundred thirty-six dollars and eighty cents</i>				
BID SCHEDULE II - SERVICE SADDLES	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. 8" X 1"	Ea.	20	\$ 104.47	\$ 2,089.40
TOTAL BID SCHEDULE II: \$ <u>2,089.40</u>				
TOTAL IN WORDS: <i>Two thousand eighty-nine dollars and forty cents</i>				
BID SCHEDULE III - RESILIENT SEATED GATE VALVES	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. 6" R. S. Gate Valve (Push On x Push On with Restraining Hubs)	Ea.	5	\$ <del>S.L.</del> 520.42	\$ 2,602.10
2. 8" R. S. Gate Valve (Push On x Push On with Restraining Hubs)	Ea.	3	\$ 829.89	\$ 2,489.67
TOTAL BID SCHEDULE III: \$ <u>5,091.77</u>				
TOTAL IN WORDS: <i>Five thousand ninety-one dollars and seventy-seven cents</i>				

BID SCHEDULE IV – COPPER & POLYETHYLENE TUBING, CURB AND CORP STOPS, AND APPURTENANCES	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. 3/4" Corp Stop CC x Cts	Ea.	10	\$ 26.67	\$ 266.70
2. 1" Corp Stop CC x Cts	Ea.	10	\$ 40.27	\$ 402.70
3. 3/4" Class 200 Polyethylene Pipe (100' Rolls)	Ea.	1	\$ 23.00	\$ 23.00
4. 1" Class 200 Polyethylene Pipe (100' Rolls)	Ea.	6	\$ 44.00	\$ 264.00

TOTAL BID SCHEDULE IV: \$ 956.40

TOTAL IN WORDS: *Nine-hundred fifty-six dollars  
and forty cents*

BID SCHEDULE V – EXTENSION CURB BOXES	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. 1" x 5'6" Extension Curb Box With 36" Stainless Steel Rods	Ea.	100	\$ 59.96	\$ 5,996.00

TOTAL BID SCHEDULE V: \$ 5,996.00

TOTAL IN WORDS: *Five-thousand nine-hundred ninety-six dollars  
and zero cents*

BID SCHEDULE VI VALVE BOXES	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. Centering Cushion Ring – Small	Ea.	10	\$ 32.58	\$ 325.80
2. 2-1/4" Valve Box Lid	Ea.	30	\$ 17.00	\$ 510.00
3. 5-1/4" Valve Box Lid	Ea.	10	\$ 20.50	\$ 205.00

TOTAL BID SCHEDULE VI: \$ 1,040.80

TOTAL IN WORDS: *One-thousand forty dollars  
and eighty cents*



**HEPNER**

DANA KEPNER COMPANY OF WYOMING, INC  
1820 N. SOUTH LOOP AVENUE  
INTERSTATE INDUSTRIAL PARK  
CASPER, WYOMING 82601  
(307) 235-1300 • (800) 442-3023  
www.DanaKepner.com

BID SCHEDULE VII - P.V.C. PRESSURE FITTINGS AND AIR RELIEF VALVES	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. 8" x 6" PVC Tee	Ea.	5	\$ 185.16	\$ 925.80
2. 8" x 8" PVC Tee	Ea.	1	\$ 211.67	\$ 211.67
3. 8" PVC Repair Sleeves	Ea.	10	\$ 89.12	\$ 891.20
4. 8" PVC 11-1/4° Bend	Ea.	2	\$ 129.50	\$ 259.00

TOTAL BID SCHEDULE VII: \$ 2,287.67

TOTAL IN WORDS: *Two thousand two hundred eighty-seven dollars and sixty-seven cents*

BID SCHEDULE VIII - Tracer Wire & Ground Clamps	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. 1/2" - 1" Brass Ground Clamps w/ stainless Steel Screws	Ea.	50	\$ 4.66	\$ 233.00
2. Solid Core #10 Electrical Tracer Wire (500' Rolls)	Ea.	2	\$ 195.00	\$ 390.00
3. 17# Zinc Anodes	Ea.	6	\$ 96.50	\$ 579.00

TOTAL BID SCHEDULE VIII: \$ 1,202.00

TOTAL IN WORDS: *One thousand two hundred two dollars and zero cents*

BID SCHEDULE IX - Fire Hydrants	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. Fire Hydrant with Integral Storz Nozzle - 6' Bury	Ea.	4	\$ 2393.34	\$ 9573.36

TOTAL BID SCHEDULE IX: \$ 9,573.36

TOTAL IN WORDS: *Nine thousand five hundred seventy-three dollars and thirty-six cents*



**HEPNER**

DANA KEPNER COMPANY OF WYOMING, INC  
1820 N. SOUTH LOOP AVENUE  
INTERSTATE INDUSTRIAL PARK  
CASPER, WYOMING 82601  
(307) 235-1300 • (800) 442-3023  
www.DanaKepner.com

BID SCHEDULE X – Tap Saddles	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. 4" Flexible Tap Saddle Tee	Ea.	6	\$ 28.54	\$171.24

TOTAL BID SCHEDULE X: \$ 171.24

TOTAL IN WORDS: One hundred seventy-one dollars and twenty-four cents

BID SCHEDULE XI – Man Hole Lids and Frames	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. Sanitary Sewer Frame and Cover	Ea.	75	\$ 235.13	\$17,634.75
2. Sanitary Sewer Lid	Ea.	125	\$ 119.63	\$14,953.75
3. Storm Sewer Lid	Ea.	75	\$ 119.63	\$ 8,972.25

TOTAL BID SCHEDULE XI: \$ 41,560.75

TOTAL IN WORDS: Forty-one thousand five hundred sixty dollars and seventy-five cents

- TOTAL BASE BID (Addition of Bid Schedule I through XI)

\$ 90,706.19

- TOTAL BASE BID IN WORDS:

Ninety-thousand seven-hundred six dollars and nine-cents

**NOTE:** The Total Base Bid Amount is to be used for Bid Bond coverage amount. The Total Base Bid shall consist of the addition of the complete Bid Schedules included in the Bid Schedule (11 each), or in the case of bids submitted for a partial amount of the eleven (11) schedules, the addition of the Bid Schedule Totals for which bids are submitted.

This bid submitted by: Sherry Ludwig-Dana Kepner Company of Wyoming, Inc.  
 (Individual, partnership, corporation, or joint venture name)



STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Casper, hereinafter referred to as the "Owner," and Waterworks Industries, Inc., 1328 English Avenue, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**2014 CPU Materials Procurement**

The following special services are required: Provide specific items identified in Exhibit "A" - Bid Form and Bid Schedule:

Bid Schedule II – Service Saddles; Bid Schedule V – Extension Curb Boxes; Bid Schedule VI – Valve Boxes and Extensions; Bid Schedule VIII – Tracer Wire and Ground Clamps; Bid Schedule XI – Manholes

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Engineering Office, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

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

Casper Public Utilities Garage  
1600 Wyoming Boulevard  
Casper WY 82604

ARTICLE 4. CONTRACT TIME.

4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of thirty (30) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$ 200.00) for each day that expires after the time specified in Paragraph 4.1 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Thirty-Seven Thousand Seven Hundred Twenty-One and 00/100 Dollars (\$37,721.00). See Exhibit "A" - Bid Form and Bid Schedule.

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- 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount

sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

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

#### ARTICLE 7. INTEREST.

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

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
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#### ARTICLE 9. PROCUREMENT DOCUMENTS.

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

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- 9.2 Exhibit "A" - Bid Form.

- 9.3 Addenda – NA.
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.6 Procurement Specifications bearing the title "2014 CPU Materials Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

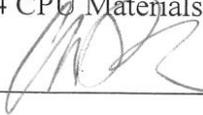
- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another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

(2014 CPU Materials Procurement, Project No. 14-02)

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

APPROVED AS TO FORM:

(2014 CPU Materials Procurement, Project No. 14-02)

  
\_\_\_\_\_

CONTRACTOR:

ATTEST:

Waterworks Industries, Inc.  
PO Box 2990  
Casper, Wyoming 82602

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

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

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

V.H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: **City of Casper**  
**2014 CPU Materials Procurement Proj. 14-02**

THIS BID SUBMITTED TO: City of Casper  
Public Services Department  
Public Utilities Division  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
Addendum No. none received Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
  - B. Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or business entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,
5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 5 of 5) \$ 82,397.30

TOTAL BASE BID, IN WORDS: Eighty two thousand, three hundred  
ninety seven dollars and thirty cents DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.
8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Waterworks Industries Inc.  
P.O.Box 2990  
Casper, WY 82602

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on March 20, 2014.

IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

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

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

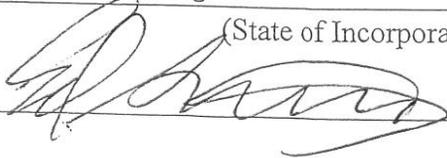
Business Address: \_\_\_\_\_

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Waterworks Industries Inc. (seal)  
(Name)

Wyoming  
(State of Incorporation or Organization)

By:  Ed Sommers (seal)

Vice President  
(Title)

(Seal)

Attest:

Business Address: P.O.Box 2990

Casper, WY 82602

Phone Number: 307-265-9566



**2014 CPU MATERIALS PROCUREMENT  
(PROJECT NO. 14-02)  
BID SCHEDULE  
March 2014**

The following is a list of abbreviations for this bid schedule:

CC = Tapered Thread	FI = Flange	PVC = Polyvinyl Chloride	PO = Push-On
Corp = Corporation	LF = Lineal Foot	RS = Resilient Seated	W/out = Without
DI = Ductile Iron	MJ = Mechanical Joint	# = Pound	VB = Valve Box
Ea = Each	PE = Plain end	Cts = Copper or Polyethylene	SS = Stainless Steel
OD = Outside Diameter			

<b>BID SCHEDULE I – PVC and DUCTILE IRON PIPE</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. 6" PVC	L.F.	100	\$ 4.62	\$ 46,200.00
2. 8" PVC	L.F.	1600	\$ 8.00	\$ 12,800.00
3. 12" PVC	L.F.	200	\$ 16.96	\$ 3,392.00
4. 8" DI	L.F.	<del>740</del> 342	\$ 21.15	\$ 7,233.30

**TOTAL BID SCHEDULE I: \$ 23,887.30**

**TOTAL IN WORDS:**

Twenty three thousand, eight hundred eighty seven dollars and thirty cents

<b>BID SCHEDULE II - SERVICE SADDLES</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. 8" X 1"	Ea.	20	\$ 102.00	\$ 2,040.00

**TOTAL BID SCHEDULE II: \$ 2,040.00**

**TOTAL IN WORDS:**

Two thousand and forty dollars and no cents

<b>BID SCHEDULE III - RESILIENT SEATED GATE VALVES</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. 6" R. S. Gate Valve (Push On x Push On with Restraining Hubs)	Ea.	5	\$ 547.00	\$ 2,735.00
2. 8" R. S. Gate Valve (Push On x Push On with Restraining Hubs)	Ea.	3	\$ 908.00	\$ 2,724.00

**TOTAL BID SCHEDULE III: \$ 5,459.00**

**TOTAL IN WORDS:**

Five thousand four hundred fifty nine dollars and no cents

<b>BID SCHEDULE IV – COPPER &amp; POLYETHYLENE TUBING, CURB AND CORP STOPS, AND APPURTENANCES</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. 3/4" Corp Stop CC x Cts	Ea.	10	\$41.00	\$ 410.00
2. 1" Corp Stop CC x Cts	Ea.	10	\$53.00	\$ 530.00
3. 3/4" Class 200 Polyethylene Pipe (100' Rolls)	Ea.	1	\$22.00	\$ 22.00
4. 1" Class 200 Polyethylene Pipe (100' Rolls)	Ea.	6	\$36.00	\$ 216.00

**TOTAL BID SCHEDULE IV: \$ 1,178.00**

**TOTAL IN WORDS:**

One thousand one hundred seventy eight dollars and no cents

<b>BID SCHEDULE V – EXTENSION CURB BOXES</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. 1" x 5'6" Extension Curb Box With 36" Stainless Steel Rods	Ea.	100	\$ 45.00	\$ 4,500.00

**TOTAL BID SCHEDULE V: \$ 4,500.00**

**TOTAL IN WORDS:**

Four thousand five hundred dollars and no cents

<b>BID SCHEDULE VI VALVE BOXES</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. Centering Cushion Ring – Small	Ea.	10	\$ 30.00	\$ 300.00
2. 2-1/4" Valve Box Lid	Ea.	30	\$ 16.00	\$ 480.00
3. 5-1/4" Valve Box Lid	Ea.	10	\$ 20.00	\$ 200.00

**TOTAL BID SCHEDULE VI: \$ 980.00**

**TOTAL IN WORDS:**

Nine hundred eighty dollars and no cents

<b>BID SCHEDULE VII - P.V.C. PRESSURE FITTINGS AND AIR RELIEF VALVES</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. 8" x 6" PVC Tee	Ea.	5	\$ 202.00	\$ 1,010.00
2. 8" x 8" PVC Tee	Ea.	1	\$ 206.00	\$ 206.00
3. 8" PVC Repair Sleeves	Ea.	10	\$ 87.00	\$ 870.00
4. 8" PVC 11-1/4° Bend	Ea.	2	\$ 125.00	\$ 250.00

**TOTAL BID SCHEDULE VII: \$ 2,336.00**

**TOTAL IN WORDS:**

Two thousand three hundred thirty six dollars and no cents

<b>BID SCHEDULE VIII - Tracer Wire &amp; Ground Clamps</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. 1/2" - 1" Brass Ground Clamps w/ stainless Steel Screws	Ea.	50	\$ 6.10	\$ 305.00
2. Solid Core #10 Electrical Tracer Wire (500' Rolls)	Ea.	2	\$ 175.00	\$ 350.00
3. 17# Zinc Anodes	Ea.	6	\$ 91.00	\$ 546.00

**TOTAL BID SCHEDULE VIII: \$ 1,201.00**

**TOTAL IN WORDS:**

One thousand two hundred one dollars and no cents

<b>BID SCHEDULE IX - Fire Hydrants</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. Fire Hydrant with Integral Storz Nozzle - 6' Bury	Ea.	4	\$ 2,900.00	\$ 11,600.00

**TOTAL BID SCHEDULE IX: \$ 11,600.00**

**TOTAL IN WORDS:**

Eleven thousand six hundred dollars and no cents

<b>BID SCHEDULE X – Tap Saddles</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. 4" Flexible Tap Saddle Tee	Ea.	6	\$ 36.00	\$ 216.00

**TOTAL BID SCHEDULE X: \$ 216.00**

**TOTAL IN WORDS:**

Two hundred sixteen dollars and no cents

<b>BID SCHEDULE XI – Man Hole Lids and Frames</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. Sanitary Sewer Frame and Cover	Ea.	75	\$ 168.00	\$12,600.00
2. Sanitary Sewer Lid	Ea.	125	\$ 82.00	\$10,250.00
3. Storm Sewer Lid	Ea.	75	\$ 82.00	\$ 6,150.00

**TOTAL BID SCHEDULE XI: \$ 29,000.00**

**TOTAL IN WORDS:**

Twenty nine thousand dollars and no cents

- **TOTAL BASE BID (Addition of Bid Schedule I through XI)**

\$ 82,397.30

- **TOTAL BASE BID IN WORDS:**

Eighty two thousand three hundred ninety seven dollars and thirty cents

**NOTE:** The Total Base Bid Amount is to be used for Bid Bond coverage amount.

The Total Base Bid shall consist of the addition of the complete Bid Schedules included in the Bid Schedule (11 each), or in the case of bids submitted for a partial amount of the eleven (11) schedules, the addition of the Bid Schedule Totals for which bids are submitted.

This bid submitted by: Waterworks Industries Inc.  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 14-86

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH DANA KEPNER COMPANY OF WYOMING, FOR THE 2014 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

WHEREAS, the City of Casper desires to procure waterworks materials; and,

WHEREAS, Dana Kepner Company of Wyoming, is ready, willing and able to provide these services; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than 30 days, dollar amount changes no greater than \$5,000, and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Dana Kepner Company of Wyoming, in the amount of Thirty-Eight Thousand Eight Hundred Seventeen and 24/100 Dollars (\$38,817.24), to furnish waterworks materials.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than 30 days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

RESOLUTION NO. 14-87

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH WATERWORKS INDUSTRIES, INC., FOR THE 2014 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

WHEREAS, the City of Casper desires to procure waterworks materials; and,

WHEREAS, Waterworks Industries, Inc., Casper, Wyoming, is ready, willing and able to provide these services; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than 30 days, dollar amount changes no greater than \$5,000, and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Waterworks Industries, Inc., Casper, Wyoming, in the amount of Thirty-Seven Thousand Seven Hundred Twenty-One and 00/100 Dollars (\$37,721.00), to furnish waterworks materials.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than 30 days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 24, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Liz Becher, Community Development Director  
David Hough, Planning Projects Analyst  
SUBJECT: City of Casper 2014 Parks and Open Space Improvement Plan

Recommendation:

That Council formally adopt the *City of Casper 2014 Parks and Open Space Improvement Plan*.

Summary:

In 1982, the City of Casper adopted the *Parks, Recreation, and Leisure Services Master Plan*. The plan included a needs assessment and recommendations on improvements and operational changes. The community has grown significantly since that time and five new parks have been built. Though the layout of the newest parks involved the neighboring residents, an overall park planning effort had not occurred for many years.

There are areas of Casper not served by neighborhood parks, and as the community grows, more parks may be needed. A plan that would identify where parks may be warranted to serve Casper's current residents and where parks will be needed to serve the neighborhoods that emerge over the next 15 years was determined to be necessary. In addition to new parks, many of Casper's older parks may need to be modified or upgraded to meet the recreational needs of all facets of the community.

The City of Casper 2014 Parks and Open Space Improvement Plan creates a comprehensive inventory of the park properties and amenities, as well as a condition assessment of the improvements. A review of the systematic observations made in the field on how the parks were being used, in addition to a review of the portions of the community that were well served by neighborhood parks and those areas that were not, is presented. An advisory committee was formed with representation from the Planning and Zoning Commission, Leisure Services Advisory Board, a resident at-large, and staff members from the Community Development, Public Services, and Leisure Services departments. The committee sought input from the public on: 1) overall goals and objectives that will guide future parks development and improvement efforts; 2) the identification of new and future park locations; 3) improvements or changes needed in existing parks; and, 4) determining what amenities would encourage residents to get out and use Casper's parks, paths, and open space more often. The committee gathered information from the public through an online public survey and a number of open house listening sessions.

The surveys suggest that our parks and park management programs are viewed favorably by Casper's citizens. From the responses to the questions that involved the ranking of park system needs, it was determined that both the general public and seniors value shelters, paths and trees. Playgrounds were another top concern for the general public, while seniors mentioned dog parks as a key issue. Positive comments about the parks were the most common responses, though concerns were raised regarding restrooms, facilities for dog owners, and water recreation. The general level of approval indicated by the surveys suggests that the park managers and crews should continue the practice of replacing or upgrading popular amenities, phasing out those that are antiquated or underutilized, and increasing the publicity about our local parks.

The Plan concluded with recommendations on park facility upgrades and a capital improvement plan.

A resolution to adopt the *City of Casper 2014 Parks and Open Space Improvement Plan* has been prepared for Council's consideration.

*City of Casper*  
*2014 Park and Open Space*  
*Improvement Plan*



February 2014



# Contents

	Page
<b>1. The Park and Open Space Improvement Plan.....</b>	<b>6</b>
<u>Purpose of the Plan</u>	
<u>Past Casper Area Plans</u>	
<u>How the Plan was Developed</u>	
<u>Structure of the Plan</u>	
<u>Plan Use and Interpretation</u>	
<b>2. Executive Summary.....</b>	<b>10</b>
<u>Field Observations</u>	
<u>Community Surveys</u>	
<u>Principles, Goals and Objectives</u>	
<u>Condition Assessment</u>	
<u>Capital Plan</u>	
<b>3. Casper Parks System.....</b>	<b>16</b>
<u>Parkland and Open Space</u>	
<u>Leased City Owned Properties</u>	
<u>Sports Complexes</u>	
<u>Casper Parks</u>	
<u>Types of Parks</u>	
<u>Park Facilities</u>	
<u>Open Space and Greenways</u>	
<u>Paths, Walks and Trails</u>	
<b>4. The Use of Casper Parks.....</b>	<b>36</b>
<u>Study Approach</u>	
<u>Results</u>	
<b>5. Results of Citizen Satisfaction Surveys.....</b>	<b>52</b>
<u>Approach</u>	
<u>Results</u>	
<u>Other Surveys</u>	
<u>Value of Surveys</u>	
<b>6. The Adequacy of Casper Park Facilities.....</b>	<b>54</b>
<u>Use by Facility</u>	
<u>Playgrounds and Shelters</u>	

<b>7. Needs Assessment.....</b>	<b>58</b>
<u>Level of Service</u>	
<u>Adequacy of Facilities</u>	
<u>Sister Cities</u>	
<u>Facilities within Service Areas</u>	
<u>Alternative Access</u>	
<b>8. Public Engagement Process.....</b>	<b>74</b>
<u>Approach</u>	
<u>Results</u>	
<u>Survey of Senior Citizens</u>	
<u>Listening Sessions</u>	
<b>9. Goals and Objectives.....</b>	<b>78</b>
<u>Need for Goals and Objectives</u>	
<u>The Goal Setting Process</u>	
<u>Principles, Parameters and Values</u>	
<u>Goals and Objectives</u>	
<u>Updating Goals and Objectives</u>	
<b>10. Facility Condition Assessment and Replacement / Expansion Plan.....</b>	<b>84</b>
<u>Condition Rating</u>	
<u>Results of Condition Assessment</u>	
<b>11. Facility Replacement and Expansion Plan.....</b>	<b>88</b>
<u>Facility Removal</u>	
<u>Facility/System Expansion</u>	
<b>12. Promotion and Wayfinding.....</b>	<b>96</b>
<u>Wayfinding</u>	
<b>13. Capital Plan.....</b>	<b>98</b>
<u>Funding Levels</u>	
<u>Range of Improvements</u>	
<b>14. Plan Review and update.....</b>	<b>102</b>
<u>Ongoing Review</u>	
<u>5-year Update</u>	

## List of Figures

Table 1	Leased Properties
Table 2	Types of Parks
Table 3	Park Amenities
Table 4	Number of Facilities
Table 5	Open Space Characteristics
Table 6	Parks, Trails and Walks
Figure 1	Survey Locations
Table 7	Level of Park Activity
Table 8	Use of Walks
Table 9	Park Use by Age
Table 10	Activities Observed
Table 11	Facility Use
Table 12	Playground Use
Table 13	Principle Facilities Use
Table 14	Shelter and Playground Use
Table 14	Service Area Population
Table 15	Facilities Provided
Table 16	Area Cities Park Level of Service
Table 17	ICMA Sister Service Park Level of Service
Table 18	Distribution of Facilities
Table 19	Park Amenity Conditions
Table 20	Amenity Conditions by Park
Table 21	Difficult to Find Parks
Table 22	Amenity Capital Plan

## List of Maps

Map 1	Parkland and Open Space
Map 2	Service Areas

## Appendices

- A. Park Properties
- B. Park Property Amenities
- C. Field Survey Methodology and Results
- D. Citizen Survey and Results
- E. Specific Condition Rating Measures



# 1. PARK AND OPEN SPACE IMPROVEMENT PLAN

## Purpose of the Plan

The Casper Park and Open Space Improvement Plan is a review of the park properties, inventory of the improvements that have been made in the parks, and an assessment of the condition of those improvements. The way and extent to which the Casper parks are used is reviewed. When taken into consideration with the features within each park, the assessment of use helps determine which parks receive the most use and where investments should be made to provide as many residents of and visitors as possible with a positive recreational experience.

The properties that have become part of the Casper parks system were purchased by the City, deeded to the City by developers or gifted to the City by private individuals or businesses. The park properties are well distributed throughout the City. There are some inequities, however, where some property owners live more than a mile from a park while in other cases individuals live within 1/3<sup>rd</sup> mile of 2 or more parks. Another purpose of the plan is to gauge how many people live within a prescribed distance from a park. For a number of health and environmental reasons it is desirable to have park or recreational areas within walking distance of every resident of the community. Walking distance is defined as 1/4 mile in some communities and 1/2 mile in other communities. The willingness of individuals to walk to a park is influenced by what the park has to offer, the amount of activity that takes place in the park, and the ease and comfort of the walk. The plan identifies those areas within the community without parks, and can be used to make decisions on where new parks are needed.



Casper parks have been defined in the past as those areas where the Parks Division staff provides maintenance. Applying that measure to the City of Casper resulted in properties like water storage tank sites, ground water well fields, old sewer lagoons, stormwater detention dams and vacant public land as parks. This plan provides a more accurate inventory of properties that actually serve a park or recreational space purpose. Not only are the properties being cataloged properly but the precise description of each property has been researched and is depicted in the

data. It is now possible to report the size and number of recreational properties defined as developed, undeveloped, and unimproved future park parcels.

The City of Casper utilizes Geographic Information System (GIS) technology to store, manage and apply information about the City's assets. The properties maintained by the Parks Division staff are currently reflected in the GIS map files. These files are being brought up to date so that the GIS information can be represented in an accurate manner graphically. Beyond the graphic representations of the data, tabular data about the parks, paths and their attributes is being recorded and will be available in the system for inventory, tracking and analytical work on the parks.

Finally, the Plan is to serve as a forum for those in the community to discuss the strengths and weaknesses of the park system and establish goals and objectives to help guide future efforts on the creation of new parks and enhancement of current parks.

### Past Casper Area Plans

The most recent comprehensive plan on Casper parks is the 1982 *Park, Recreation, and Leisure Services Masterplan*. The Plan applied an aggressive growth rate for the City of Casper and proposed the addition of numerous parks. Parks were addressed in the 1978 Neighborhood Land Use Plan and addressed in the *2000 Casper Area Comprehensive Plan*. The Parks and Recreation part of the 1972 *Casper Communities Facilities Plan* provided a good summary of the parks and amenities in place at that time. The Plan concluded that Casper was not up to national standards regarding the acres of parks per capita and the distribution of parks. The downtown, Willard School area and Sagewood school areas were found to be lacking parks.

The path and trails systems have been addressed in a number of transportation planning documents including the 1987 Long Range Transportation Plan, and 2008 Long Range Transportation Plan. Studies have been done on specific recreational facilities like the Casper aquatic center. A facility plan that was quite broad in scope was the 1978 North Platte Park Facilities Plan. This plan covered a whole gamut of activities that were happening in the community that could be consolidated into North Platte River Park.

### How the Plan was Developed

The Casper Planning Projects Analyst formulated the plan, established the scope and conducted the research. The initial focus was on the inventory of park, path, trail and open space properties and facilities. The inventory used the City of Casper Geographic Information System (GIS) extensively and in the process updated and expanded the information in the system. This effort



then expanded into an field assessment of park use, park service areas, and the condition of the facilities. Upon the completion of the inventory and assessment in 2012, goals and objectives were formulated with the aid of an oversight committee and an implementation strategy developed.

A public engagement process was executed in 2013. The oversight committee that was established, developed an online survey that

was used to determine how often individuals visited parks, what they based their decision on when they selected a park, and what the City should do to improve the park system. In addition to the online survey, two open house sessions were held and a focus group survey was conducted and the Senior Center. Information about the ways in which the public could participate in the planning effort was distributed through the media, with community flyers, and through the City of Casper website and Facebook.

### Structure of the Plan

The objective of the plan is to provide direction on where to apply funds and manpower to enhance the Casper parks, open space and pathway system. To achieve that objective requires an understanding of what facilities for recreation now exist in Casper and how they are used. The significance of the level and type of park use is better understood when comparisons are made between parks and with other communities in the region and country. The focus is on meeting the recreational needs of Casper residents. Understanding what is generally available elsewhere can help decision makers anticipate future demands from current residents and newcomers to the community. Comparisons can help identify new improvements that may be warranted. An assessment of the condition of current improvements helps determine what resources are needed to keep what we currently have in good condition. A plan that outlines what should be repaired or replaced, and what should be added to enhance the Casper parks and pathway and what it will take can then be formulated.

### Plan Use and Implementation

The broad purpose of the plan is to generate information about the park and open space facilities and establish goals and objectives on what the park system should be in the future. Achieving those goals and objectives requires the formulation of implementation strategies and actions that

must be executed to reach the objective. Once the required action is clear, the resources needed in terms of funds, staff, and materials can be assembled. Priorities must be set to best utilize the resources at hand.

The Geographic Information System is a powerful implementation tool. Having a comprehensive database on the park assets and established tools for tracking work performed on given tasks allows for a clear accounting of what is being done and if objectives are being met.

## 2. EXECUTIVE SUMMARY

The City of Casper has 2005 acres of park and open space properties which includes 43 formal parks. The formal or developed parks make up approximately 970 acres or 48% of the total parkland. This represents an exceptional park system when compared to 4 similar cities in Wyoming, Colorado and Montana, and 8 ICMA sister cities across the country.

The residents and visitors to Casper enjoy a full range of parks and facilities for outdoor recreation from small mini parks for quiet relaxation to North Platte River Park with shooting, racing, model airplanes, 36 holes of disc golf, paths and trails, and exceptional views of the North Platte River, the City and Casper Mountain. The 30 neighborhood parks which are scattered throughout the community represent the backbone of the park system. The average neighborhood park is 3.5 acres in size, serves a neighborhood of 2,000 households, and contains a shelter, 2 tables, 2 benches, a playground, open area for active play, a pair of swings and barbeque grill.

The industry standard for neighborhood park service areas is  $\frac{1}{4}$  to  $\frac{1}{2}$  miles which represents a comfortable walking distance. Applying a  $\frac{1}{3}$ <sup>rd</sup> mile service area to each neighborhood and community park reveals that 77% of Casper's residents live within walking distance of one or more parks. Most schools offer playground or playing fields which complement the park system. When schools are added to the equation, 86% of Casper's residents can walk to a school or park. While the most direct route to a park for most people is along city streets, there are 23 parks that can be accessed through Casper's 35 mile path and trails system. Six parks have internal loops for walking.

### Field Observations

For a park system to adequately serve a community, it must evolve and grow to meet the recreational needs of children, adults, families and seniors. As a community expands, more accessible neighborhood parks are needed to serve the new residents. Knowing what needs to be done to provide what the community wants can only be determined by systematically observing who is using the parks and what activities they are engaged in. Asking what they think of the parks, and what should be done to make them better, rounds out and assessment of community needs.

Field observations were made during the summer to find out who was in the parks and what they were doing. Three circuits were set up which made it possible to visit as many as 33 parks, schools and paths in one evening or weekend session. Multiple trips were made to each location which added up to 665 total visits. The park users were not surveyed, simply observed. Based

on the observations, conclusions were drawn on the age and sex of the users, the size of the group they were with, the duration of their visit, and how they spent their time.



There was someone in each of the 7 most popular parks each time they were visited. An additional 6 parks were in use 75% of the time and on average, parks in the system were in use 51% of the time. Children made up the largest group of users and seniors the smallest. Compared to the age breakdowns for the community as reflected in the 2010 Census, there were 3 times as many children in the parks as you would expect and less than half

as many seniors. Detailed assessments of park users are hard to find. It would appear that Casper has a significant number of active children and not enough seniors out enjoying our parks and paths. Further work would have to be done to see if these ratios are consistent across the country and how Casper differs from the norm.

With so many children in the parks it is not surprising that playground and open play areas received the most use. During the course of the study there were 5 playgrounds that were never in use. Ten playgrounds were in use more than 50% of the time and the playgrounds in Washington and Castle parks were always in use. The shelters were frequently in use for parties and picnics. On average, shelters are used by 25% of park users. Given the large number of group activities that are observed in the parks it is easy to assume that most park users are attending events. In actuality, 60% of park users were in groups of 5 persons or less.

### Community Surveys

Community wide surveys intended to gauge the level of satisfaction Casper residents have with public facilities were conducted 6 times in the past 14 years. In these surveys, 75 to 85% of the residents reported that they were satisfied or very satisfied with Casper's parks. These general surveys did not explore why they viewed the parks so favorably. Detailed surveys were conducted with this study to gain an understanding of why people favor certain parks. A total of 128 persons responded in to an online survey and provided input on what they look for in a park and how the City should use its resources to maintain or enhance the park system. A majority of the respondents stated that they wanted a park that was close to home, had a nice playground, shade, an open play area, and a place for their dog. They were drawn to popular parks where there were other people and wanted to have restrooms available. The fact that proximity was the most important factor suggests that neighborhood parks are important and need to be maintained.

This finding can be extrapolated to suggest that as the community grows, more neighborhood parks will be needed.

As far as where the City should dedicate the most effort, the respondents felt the City should direct (in rank order) resources to:

- |   |                                       |
|---|---------------------------------------|
| 1. Maintenance                              | 6. Installing more tables and benches |
| 2. Equipment such as playgrounds and swings | 7. Building new parks                 |
| 3. The planting of trees                    | 8. Building one or more dog parks     |
| 4. Building paths                           |                                       |
| 5. Installing more shelters                 |                                       |

Due to the relatively low number of seniors who responded to the online survey, an abbreviated survey was conducted during a lunch at the Central Wyoming Senior Center. The 78 seniors who provided comments felt the City should direct resources to:

- |                            |                           |
|----------------------------|---------------------------|
| 1. More tables and benches | 5. More paths             |
| 2. More shelters           | 6. Playgrounds and swings |
| 3. One or more dog parks   | 7. Better maintenance     |
| 4. More trees              |                           |

It is not surprising that seniors are more interested in shady places to sit than playgrounds. Facilities for dogs are more important for seniors as well.

### Principles, Goals and Objectives

With input from the public it was possible to formulate guiding principles, goals and objectives to direct this and future park system planning efforts. These principles are an expression of what the community believes to be important in the development and maintenance of park and open space properties, and paths or trails. Having a clear understanding of our collective views or values regarding the role of parks and paths in our lives can help in the development of clear and explicit goals and objectives. The 18 principles that emerged through this public process were split into three categories: wellness, community and environment.

Developing an extensive list of goals and objectives is a meaningful exercise and helps validate the values and principles of the community. Through the goal and objective development process the following goals and objectives have been identified:

### *Adopted Goals*

- Make our parks appealing to motivate people to spend more time enjoying them;
- Ensure that every household is within 1/3<sup>rd</sup> of a mile (10 min. walk) of a quality park or school playground;
- Provide recreational opportunities for people of all ages and abilities.

### *Specific Objectives*

#### PARK SYSTEM

- Develop parks in areas of the community which lack a neighborhood park
- Provide convenient access to all public open space;
- Provide access to all parks for pedestrians, bicyclists and transit riders;
- Undertake a park masterplan effort to identify and implement improvements or upgrades to Washington, Mike Sedar and Highland Park;
- Coordinate the development of new neighborhood parks with developers;
- Introduce unique and inviting features to select parks to make them more interesting and appealing;
- Adopt design standards for features and improvements;
- Promote the well-equipped yet underutilized parks.

#### EDUCATION

- Do more to disseminate information about the City's parks, trails and open spaces;
- Collaborate with groups and businesses involved in recreation to make full use of the park facilities;
- Institute programs that help strengthen the relationship between residents and their neighborhood park such as a park clean-up day or neighborhood picnic;
- Implement a park, trails and open space wayfinding system.

#### ENHANCEMENTS/UPGRADES

- Plant more shade trees;
- Explore ways to reduce the acres of irrigated turf grass that must be mowed;
- Provide a wide range of amenities to appeal to as many different park or potential park users as possible;
- Install permanent, year-round restrooms in the busiest parks;
- Extend the time that portable restrooms are in select parks;
- Create additional dog parks or off lease area;
- Provide a wider variety of outdoor water recreation opportunities;
- Provide more facilities for tots such as swings;
- Add more benches and shelters;
- Provide outdoor courts for a variety of activities such as volleyball, horseshoe, pickleball and bocce ball;

- Create looped walks in select parks;
- Evaluate the options available to provide fall protection in playstructure fall zones and make any necessary operational changes;
- Investigate or develop ways to fund park improvements.

### Condition Assessment

The field observations and public survey process provided insights on which facilities are used and what additional facilities may be desired. In addition to taking these factors into consideration, an assessment of the condition of the facilities in the parks must take place to identify units that should be replaced.

The condition assessment that was conducted focused on tables, shelters, benches, barbeques, playgrounds, swings and play courts.

The assessment revealed that 78% of the recreation facilities or amenities in the parks are in good or excellent condition. Swings were generally found to be in the best condition and barbeques the worst. Other than barbeques, playgrounds and tables were frequently found to be in only fair or poor condition. As expected, the newest parks had the best equipment and greatest variety.



Sixteen of the parks require replacement or upgraded facilities and 10 parks had a limited number of amenities and need more.

### Capital Plan

Making the necessary improvement projects a reality requires the development of a capital plan that establishes priorities and lists projected costs. With the creation of a rational capital plan, resources can be programed and an implementation process can be formulated to help upgrade the parks in a systematic manner.

In recent years, an estimated \$550,000 in capital funds has been expended on Casper’s parks annually. This has covered not just recreation features or amenities but also infrastructure improvements like irrigation systems, lighting and hard surfacing. Using the 5 parks built since

2000 as a gauge, approximately 30% of the cost of a park is for recreational features or amenities. Applying the ratio of amenity costs to total park capital costs suggests that the current level of funding would support \$170,500 per year in new or replacement recreation equipment.

The useful life of park amenities depends on the type of feature, its use, and level of maintenance. A barbeque grill that is not cleaned out regularly will only last a few years while a heavy duty bench may last many years. Generally, 15 to 20 years is considered an appropriate replacement schedule for park equipment. The proposed Capital Improvement Plan is structured around a 15 year replacement schedule. During that 15 year period it is recommended that the following amenities be purchased for the current parks:

28 benches	12 swings
26 tables	8 barbeques
17 playgrounds	4 shelters
12 bike racks	2 waste receptacles

These 97 improvements add up to an estimated \$841,000 in 2014 dollars. When spread out over a 15 year period, the annual investment in park amenities needed to meet the projected needs is \$56,000. If \$170,500 per year is available for amenities, there should be ample funds available. Clearly, more needs will be identified over time and costs are often higher than anticipated. There are also hidden or related costs that push overall project costs up. If future parks are to be built there will be a need for significant levels of funding. Programmed or earmarked funds that are not needed for amenities or equipment could be applied to the construction of new parks.

### 3. CASPER PARK SYSTEM

#### Parkland and Open Space

Casper area residents and visitors to the community are well served by the City of Casper parks and open space system. There are currently 103 recreational/park properties within the City that encompass 2,005 acres of developed parks, unimproved parkland and natural open space (Map 1). Developed areas include the formal parks with irrigated turf, playgrounds, picnic facilities, user group leased facilities, and athletic fields. An estimated 969 acres or 48% of the park system is developed property. An additional 1,036 acres are undeveloped park lands and open space areas that may see limited trail and picnic facility development and will likely remain in their current condition. There is also an estimated 64 acres of unimproved parkland that may become fully developed parks at some point in the future. Finally, Yesness Pond (3.5A.), Lake MacKensie (10.0A.), and the sections of the North Platte River which abut approximately 5 miles of City of Casper park property total approximately 82 acres of water available for recreational purposes.



There are additional properties that are owned or managed by the City of Casper that are generally not considered part of the City parks system. These include the municipal golf course, Hogadon Ski Area, Casper Mountain Park, Rotary Park and Ponderosa Park. These properties total 735 acres and are not included in the City park and open space totals stated above or addressed in this study.

#### Leased City Owned Properties

Properties owned by the City but leased to individual user groups are included as developed park properties. These are properties used by organized clubs or groups for special forms of recreation. The name of the group, leased facilities, purpose, and area is presented in Table 1.

Most of these facilities are located in North Platte River Park. The BMX and miniature golf facilities are located in Mike Sedar Park and the Stuckenhoff Sport Shooters Complex is located east of the City of Casper. North Platte River Park, as it was platted in 1979, is 1,208 total acres. This figure includes Riverview Park and North Casper Park on the south side of the North Platte River, Crossroads Park and Lansing Field, North Platte Industrial Park, the National Historic Trails Center, Casper Events Center and areas used for water tanks and irrigation ponds. When these properties as well as the leased facilities identified in Table 1, are removed from the total area as platted in 1979, an estimated 617.0 acres of natural prairie, bluffs and river bottom remains in North Platte River Park. This makes up the largest area of unimproved or native parkland within the City of Casper.

**Table 1**  
**Lease Area Acreages**

<b>Lease holder</b>	<b>Property</b>	<b>Estimated Acreage Leased</b>
Casper Speedway Assoc.	Casper Speedway	60.00 A.
Casper Skeet Club	Pronghorn Skeet Range	22.00 A.
Casper Airmodelers Assoc.	Airmodelers Facility	8.00 A.
GWCMSCA	Equestrian Trial Facility	112.41 A.
Casper Dirt Riders	Prickly Pear Motocross Track	64.85 A.
Casper Shooters Club	Stuckenhoff Sport Shooter's Complex	172.13 A.
Putt'n Paradise Mini Golf	Putt-Putt Golf	0.6 A.
Mike Sedar Parents BMX Association	Mike Sedar Park BMX Track	1.6 A.
<b>Total</b>		<b>441.59 A.</b>

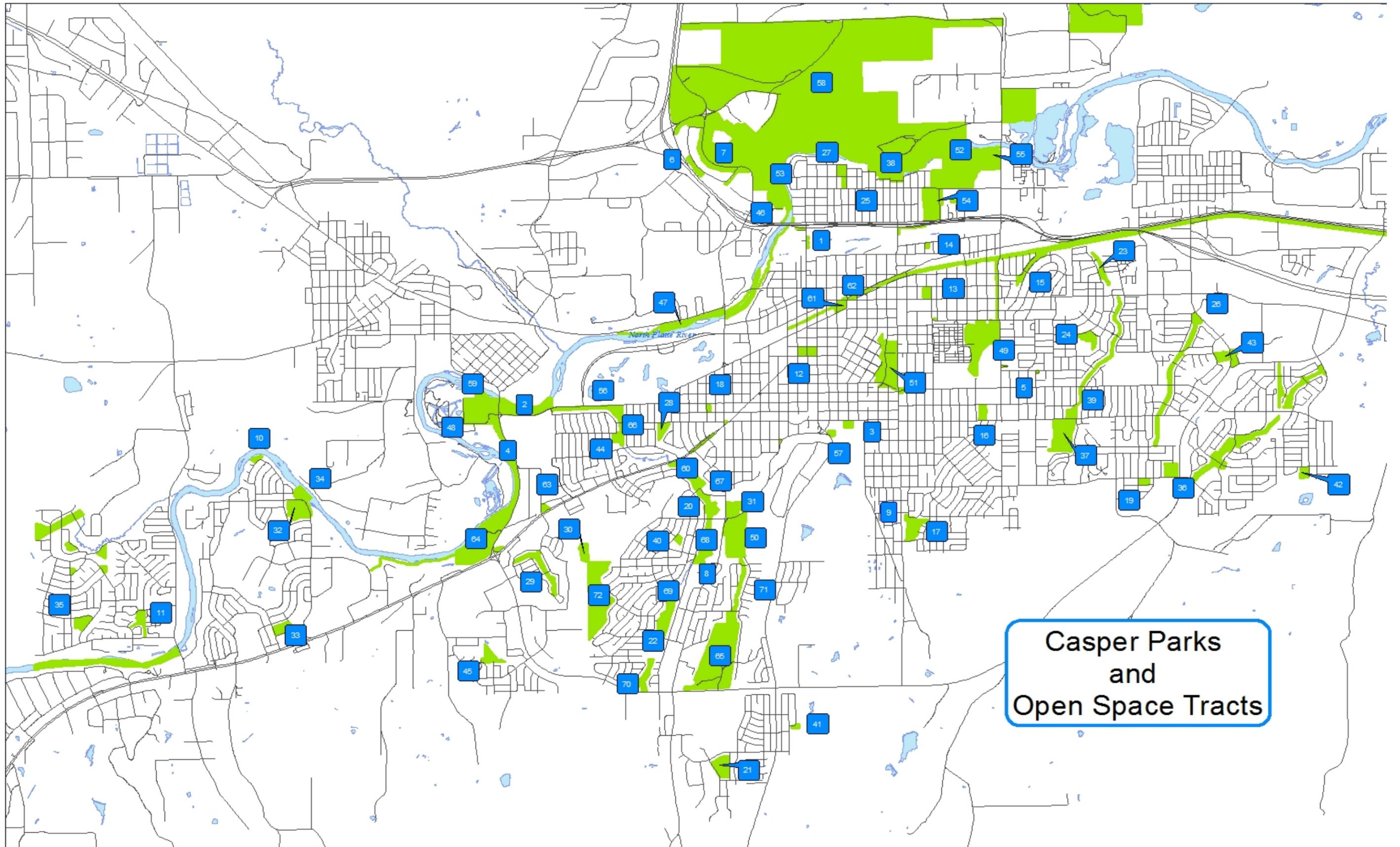
Two 18 hole disc golf courses have been developed in North Platte River Park. This 65 acre facility is not leased or managed by an established group and is available to the general public. This area is not used exclusively for disc golf but is also used by walkers, birders, runners and cyclists. It is considered a multiuse area with extensive trail development and is therefore considered part of the improved portion of the park.

## Sports Complexes

The City of Casper maintains 38 athletic fields that are used by formal football, baseball, softball, and soccer leagues or clubs for practices, games and tournament play. The fields occupy 108 acres of land. The North Casper Park complex encompasses 12 soccer fields, 5 baseball/softball fields and one 4A/Legion baseball field. The midget and flag football programs use some of the fields in North Casper Park. At the present time the Field of Dreams contains two-2A fields and one-3A field. Another 2A field is under construction, and two additional fields are planned. The 18.5 acre park has room for future practice and support areas and places for families to relax between games.

Crossroads Park contains 3 softball fields, a baseball field, and Lansing field which is used by Legion baseball, collegiate baseball, and can support a professional baseball team. The remaining formal athletic fields are at Washington Park, North Mike Sedar Park, and the West 13<sup>th</sup> Street Baseball complex. The West 13<sup>th</sup> Street complex contains two-1A baseball fields. This facility is too be abandoned by the youth baseball program when the Field of Dreams fields are completed. The 3A field at North Mike Sedar Park is also to be decommissioned as a field for league play once the Field of Dreams complex is done. The 4A baseball field at Washington will remain even after the Field of Dreams fields are all ready for play.





Casper Parks  
and  
Open Space Tracts

## Map Key

Map Number	Property/Park	Map Number	Property/Park
1	Interstate	37	Pratt No. 4
2	Patterson-Zonta	38	Riverview
3	Werner	39	Sage
4	Waterworks	40	Southridge
5	Tip Top	41	Stoneridge
6	North Platte Industrial	42	Suzie McMurry
7	North Poplar Pathway	43	Verda James
8	Adams	44	Westwood
9	Alta Vista	45	Wolf Creek
10	Begonia	46	Castle
11	Buckboard	47	Amoco
12	City	48	Centennial
13	Conwell	49	Highland
14	Dallason	50	South Mike Sedar
15	Eastdale	51	Washington
16	Fairdale	52	Wells
17	Falcon Crest III	53	Crossroads
18	Freedom	54	Field of Dreams
19	Fun Valley	55	North Casper
20	Garden Creek	56	13 <sup>th</sup> and Sycamore
21	Goodstein	57	Casper Skatepark
22	Green Meadow	58	North Platte River
23	Harden	59	Ft.Caspar
24	Huber	60	Nancy English
25	Marion Kriener	61	Beech Street Transit Plaza
26	Long	62	Veterans
27	Matt Campfield	63	CY Right of Way
28	Meadow	64	Morad
29	Meadowlark	65	Yesness
30	Mesa No. 3	66	Westwood Greenway
31	North Mike Sedar	67	Garden Creek Greenway
32	Paradise Valley	68	Adams Greenway
33	Paradise Valley Pool	69	Green Meadow Greenway
34	Platte View Bluffs	70	Sunrise Greenway
35	Prairie	71	Regency Valley Greenway
36	Pratt No. 2		

## Casper Parks

Parks have been a part of life in Casper for decades. Ballfields and parks were platted as part of new subdivisions or just emerged on vacant lots throughout the community. The earliest park in terms of the date the ground was formally dedicated as parkland was Conwell Park which was platted in 1912. Washington Park is one of the first parks built and was to be the premier park in the City. It began as 3 small hillside tracts that were to be connected by a boulevard system. When planning for the park began in 1926 the opportunity to build something grand was realized. When it was built in 1932 it contained a pool, tennis courts, a baseball field and ample picnic facilities. Most of the original features remain which helps to make it the most popular park in the City. Other than Washington Park, the other early parks in Casper were Conwell Park, City Park, Riverview, and Highland. By 1941 there were 7 parks in Casper that added up to 744 acres. This grew to 24 parks in 1966 and 26 in 1971. Other parks were added as the community expanded.

## Types of Parks

For assessment and comparison purposes the Casper parks have been split into mini parks, neighborhood parks, community parks, sports complexes, regional parks, interpretative parks, and greenways. In addition to park type, Appendix A outlines the park and recreation area locations, portions of the parks that are improved or unimproved, the date the park was created and then actually developed. The facilities included in all the parks and greenways are listed in Appendix B.

The division of parks by type helps the City establish facilities that meet a neighborhood, community or special needs, and describe the park system in a manner that affords the City the opportunity to compare our system to other parks in the state, region or nation to help gauge the adequacy of our parks system and promote its strengths.

A variety of labels are applied to different type parks including pocket parks, neighborhood parks, large urban parks, specialty parks, greenways, etc. For this study the following names are used to describe Casper parks and open spaces.

### *Mini*

A mini park is generally less than one acre in size. They offer limited facilities which would generally include flower beds or planters, a table and perhaps a small shelter. They offer no off street parking. They are attractive to passersby but generally do not see

a lot of activity. The parks defined as mini parks include: Interstate, Patterson-Zonta, Tip-Top, Waterworks, North Platte Industrial Park and Werner Park. North Platte Industrial Park is a platted park lot lying between Wilkins Circle and I-25 . It is unlikely that this lot will be developed as an active park so is included here as an undeveloped mini park that may receive landscaping treatments in the future.

In addition to the mini parks described above, the City manages special landscaped areas along City streets or at certain street intersections. These landscape features or nodes along streets within the community could be viewed as mini parks however they don't include any facilities, only landscaping. These locations include:

Burlington Park	CY Ave. Islands,
E. 12 <sup>th</sup> Street and McKinley St.	CY Ave. and Fairgrounds Rd.
W. 13 <sup>th</sup> St. and W. Collins Dr.	Kiwanis Park
W. 15 <sup>th</sup> St. and S. Poplar St.	O'Dell Ct.
W. 17 <sup>th</sup> St. and College Drive,	E. 21 <sup>st</sup> St. Roundabout
“E” Street and N. McKinley St.	Viking Ct.
North Poplar Street	

Collectively these landscaped areas add up to 9.7 acres.

### *Neighborhood*

Neighborhood Parks are not of any particular size but categorized as such by their use and facilities. The industry standard is 5 or more total acres. In Casper they range from 0.59 acres to 10.90 acres in useable or developed space with the average size being 2.32 acres.

The following 30 parks are considered developed Neighborhood Parks:

Adams	Green Meadow
Alta Vista	Harden
Buckboard	Huber
City	Marion Kriener
Conwell	Long
Dallason	Matt Campfield
Eastdale	Meadow
Fairdale	Meadowlark
Freedom	North Mike Sedar
Fun Valley	Paradise Valley
Garden Creek	Paradise Valley Pool

Platte View Bluffs  
Riverview  
Sage  
Southridge

Suzie McMurry  
Verda James  
Westwood  
Wolf Creek

There are an additional 12 platted park lots that are currently unimproved which may be developed as neighborhood parks in the future. They include:

Begonia  
Falcon Crest III  
Goodstein  
Mesa No. 3  
Prairie  
Pratt No.2

Pratt No.4  
Stoneridge  
Trails West #5  
Trails West #6  
Trails West #7  
Trails West #8

The key attribute of a neighborhood park is that they (as the name implies) serve a specific neighborhood. Neighborhood parks generally include a playground, tables with or without a shelter, open areas for active play, and quite often hard surface courts for basketball, tennis or other racket sports. They are intended to serve the active and passive needs of all segments of the neighborhood from children to mature adults.



Generally they are not used for events that involve large groups of people.

Typically, off-street parking is not needed to serve the immediate area.

However, 12 of the parks have off-street parking.

The off-street parking at Huber Park and Verda James Park also serves the adjacent schools.

Twelve Casper parks abut school property or are

within 3 blocks of an elementary school. The recreational facilities and open play areas at these schools are available for the use of the general public whenever school is not in session.

There are neighborhoods that are not well served by parks but do contain a school. An inventory of school facilities is not included in this study, however, user counts were

made at the time parks were being assessed. Schools are included in the level of service review in Chapter 7 when they help to expand the park or recreation space coverage for the community or fill in gaps in already developed neighborhoods.

### *Community*

A Community Park serves a significant share of the community. The industry standard for a community park is 25 or more acres. Of the community parks in Casper which serve multiple neighborhoods, all have less than 25 acres of improved, useable space. The parks considered to be community parks include: Castle, Amoco, Centennial, Highland, South Mike Sedar, Washington, and Wells.

It is more important to look at the facilities these parks provide than just area. Generally they include all the features of a neighborhood park plus group facilities like large



shelters or pavilions or areas designated for tents. These parks also include large or multiple play areas, multiple picnic areas, special facilities, and ample on or off-street parking. South Mike Sedar and Washington Park have outdoor pools. The other three outdoor pools are at Kelly Walsh High School, Marion Kriener Park and on Iris in Paradise Valley. Highland

Park is the home to the combined Recreation Center, Ice Arena and Aquatic Center with a total area of 88,600 square feet. Washington Park contains the Shallenberger Bandshell. Amoco Park is associated with the white water park, and Centennial is associated with historic Ft. Caspar. The Adventure Playground (aka Castle Park) was constructed by community volunteers and is the most unique and expansive playground in the community.

Beyond the Casper City limits there are other parks and recreational areas that serve the entire Casper Community. The Town of Mills maintains 4 neighborhood parks including Freden, 1st Street Park, Norene Kilmer Park, and Memorial Park. The Town of Evansville has 2 parks (Reshaw, Stoneking), and Bar Nunn residents enjoy 3 parks (Ronnie Nunn Park, Antelope Territory, and Heritage Park).

Casper Mountain offers a number of recreational opportunities. Hogadon Ski Area is owned and operated by the City of Casper. The City also owns Rotary Park, Casper Mt. Park, and Beartrap Meadow. These parks are managed by Natrona County and offer hiking, camping, picnic, snowmobiling, snowshoeing and Nordic skiing opportunities. The County owns and operates Ponderosa Park and Crimson Dawn on Casper Mountain. Outside the Casper urban area yet close enough to provide easily accessible recreation is Edness Kimball Wilkins State Park. Located 6 miles east of Casper, the 362 acre Edness Kimball Wilkins State Park offers large picnic shelters, playgrounds, hiking trails and a pond.

### *Sports Complex*

The City of Casper has three sport complexes; North Casper Park, Field of Dreams baseball complex, and Crossroads Park. Other than three outlying baseball facilities with a total of four fields, all organized or programmed sport activities take place at these venues. They are characterized as having both multi-purpose and single purpose fields, concession areas, ample off-street parking and park facilities. Castle Park, with associated picnic and large gathering facilities, is located within the Crossroads Sports Complex. Wells Park with its shelters and playgrounds serves the North Casper Sports Complex and Field of Dreams.

The Casper Skatepark located adjacent to the YMCA and Boys & Girls Club Skatepark are two specialty sports facilities. The Casper Skatepark has metal and special composite board ramps that can be moved, and the Boys & Girls Club Skatepark is a state-of-the-art concrete facility. Though they are small in size they are well used areas that serve a select group of young people within the community.

### *Regional*

The City of Casper has a single Regional Park. North Platte River Park serves the entire urban area with specialty recreation and entertainment opportunities including the Casper Events Center, National Historic Trails Center, an equestrian facility, skeet range, radio control airplane facility, dirt oval track speedway, motocross track, 3.2 miles of paths and trails, and two disc golf courses. The Stuckenhoff Shooters Complex is not in North Platte River Park but does serve a specific user group. North Platte River Park does not offer passive or light recreation opportunities like shelters, playgrounds or picnic area. The park does, however, abut Crossroads Park and North Casper Park which offer such facilities. Individuals who wish to participate in or watch activities within the park come from throughout the state and in some cases neighboring states.

### *Interpretative*

A few parks offer displays and information about the community or region. The four parks classified in this manner (Ft. Caspar, Nancy English, Beech Street Transit Plaza, Veteran’s Park, and CY Avenue & Wyoming Blvd.) serve more than a single neighborhood and contain interpretative information about our history, Wyoming veterans, plants, and managing the environment. None of the parks offer formal sport facilities or many of the features found in community parks. They do serve the entire community and attract visitors from outside the area. The 5,500 square foot Ft. Caspar Museum within Ft. Caspar Park is a major draw in the community.



### *Open Space*

The City of Casper enjoys a significant amount of useable open space. These are areas that have been left in their natural state. They are open prairie tracts, wetlands, river bottom areas, and drainageways which are not mowed or maintained by the City. They offer limited facilities which are restricted to tables or benches and river access points. Most of the tracts are in close proximity to or offer a direct link to a neighborhood or community park. Yesness Park, Morad Park and North Platte River Park are large and they draw from the entire community not just a single neighborhood. The 6 greenway tracts (Regency Valley and five areas along Garden Creek) serve walkers and cyclists from a more localized area.

## Park Facilities

To gain an understanding of the adequacy of Casper parks it is necessary to first have an accurate count of the facilities provided in each park. It is then possible to determine how well each neighborhood is served and what facilities are available for the entire community to enjoy. Improvements or park elements run the full gamut from playgrounds to irrigation system, trees, and parking lots. Some improvements are essential functional elements that are a part of each park while others are the amenities or features that attract park users. In this review of the Casper park system, 12 features or park characteristics were used to gauge the quality or adequacy of the parks. These considerations are: the presence or number of shelters, tables, barbeque grills, benches, paved walks, playing fields, playgrounds, swings, tennis courts, basketball courts, flower beds or planters, and restrooms. Appendix B provides a summary the number of these facilities provided in each of the Casper parks and open space areas. The parks are groups by type and totals are provided by type and for the overall system.



Most of the eight Mini Parks have tables, 5 have barbeque grills, and 2 have shelters. The 30 Neighborhood Parks that have been developed are the backbone of the park system. Within these parks are 35 shelters, 52 tables, 74 benches, and 19 barbeque grills. In terms of facilities for play, there are 38 playstructures and 56 swings. Twenty of the parks have unobstructed areas considered large enough for active play such as football, soccer, Frisbee, and group activities. The nine Community Parks will handle events and large groups with their 17 shelters, 53 tables, 23 grills, and 10 open areas for play. The City of Casper parks system has only 14 tennis courts and 9 basketball courts. Four of the tennis courts are in neighborhood parks and all of the basketball courts are in neighborhood parks.

The neighborhood parks all offer the same basic services to residents in the area. When you compare all the parks you can determine that the typical Casper neighborhood park has 1 shelter, 2 tables, 2 benches, 1 playground, 2 swings, an open playing field, and a barbecue grill. With this information it is possible to determine which parks offer more than the “typical” neighborhood park and which are lacking facilities. Identifying in which ways or on which measures a park exceeds the norm can help identify which parks stand out and which may need additional facilities.

Table 2 focuses on the 12 different amenities noted above that are considered significant in explaining the adequacy of parks or why parks are popular or unpopular. Identifying which developed parks deviate from the average neighborhood park in terms of facilities can help illuminate those that offer a lot to the neighborhood and those that offer little. Table 2 shows the number of times each park exceeds the average on the 12 key amenities.

Riverview, Paradise Valley, Conwell, Matt Campfield, Suzie McMurry, City, Sage, Huber, and Wolf Creek Park stand out as those that offer more than your typical neighborhood park. These parks were above average in 6 or more areas. At the other extreme, Marion Kriener, Meadow, Paradise Valley Pool, Buckboard, Dallason, Harden, Adams and Southridge fall short of the norm with less than 3 above average scores. Thirteen parks are in the mid-range and represent our typical neighborhood parks.

**Table 2**  
**Park Groupings by Number of Facilities**

<b>Neighborhood Park or Parks</b>	<b>Total Amenity Categories in which the Park is Above Average</b>
Paradise Valley, Riverview	11/12
Conwell	10/12
Matt Campfield	9/12
Suzie McMurry	8/12
City	7/12
Sage, Huber, Wolf Creek	6/12
N. Mike Sedar	5/12
Platte View Bluffs, Verda James, Alta Vista, Westwood, Eastdale, Fairdale, Freedom, Fun Valley, Garden Creek, Green Meadow, Long, Meadowlark	3/12
Marion Kriener, Meadow, Buckboard, Southridge	2/12
Paradise Valley Pool, Dallason, Harden	1/12

This assessment can be viewed as a simple ranking of the neighborhood parks. However, if the residents of the community and City decision makers want to provide each neighborhood with the same recreational opportunities, this assessment reveals the basic improvements each neighborhood park should have. This also highlights which parks are well equipped and can accommodate more users. It may be prudent to promote these parks to distribute park users more evenly. To do so would extend the life of the facilities in the popular parks and take advantage of the investment made in the less well known parks.

### Open Space and Greenways

Casper residents and visitors are blessed with ample open space areas which represent the full range of environments that can be experienced in the Casper area. These areas were formed through different geomorphologic processes resulting in a range of characteristics. Deposits or pediments from the eroding of Casper Mountain by streams and glaciers, formed Yesness Park, Sedar Draw (Regency Valley) and the areas along the Sunrise Greenway. Three of the open space tracts along Garden Creek represent a natural riparian area caused by a perennial stream that has cut into soft clay soils. This same type of environment was evident in Nancy English Park before the park was improved. Through a project funded by the Natural Resource Conservation Service (NRCS), the creek has now been restored within that park. The final segment or greenway tract along Garden Creek that lies north of Bellaire Street (the Westwood Greenway) has been channelized with levees constructed on both sides of the Creek. Some of the same riparian vegetation can be found in the Westwood Greenway though the character is very different.



Like the Westwood Greenway, the Long and Sage Creek drainageways in east Casper have been channelized. These two drainageways have an underdrain system that handles normal flows and the runoff from small storm events. These drainageways have been

contoured in a manner that provides for periodic mowing which eliminates most of the native plants that would have existed in these drainageways at some point in the past.

The 2013 *City of Casper Stormwater Management Master Plan* is an evaluation of the 28 major drainage basins that the City of Casper. Most of the basins begin at the top of Casper Mountain. The study recommends in favor of open channels has the most desirable way to convey water moving through the areas draiangeways.

The Stormwater Management Master Plan recognizes the value of drainageways and retention areas for recreation. One of the seven primary tasks of the study is to integrate draiangeways into parks and open spaces to create public amenities. The study further calls for coordination with park managers in the design of drainage facilities to ensure the recreation potential is realized. A significant number of watershed improvements may have opportunities for recreation. The study identifies six projects/improvements that have value as multi-use areas including Highland Park, Fun Valley Park, Elkhorn Creek, Emigrant Draw, Sage Creek and the Casper Municipal Golf Course. The drainage improvements could represent enhancements to the parks and golf course. Greenway trails and associated facilities could be developed along Elkhorn Creek and Emigrant Draw.

In addition to the draiangeways that bisect the community, the North Platte River floodplain offers substantial open space tracts that can be enjoyed for recreation. Morad Park and North Platte River Park are the two largest tracts. In addition to a riparian environment along the river, North Platte River Park also contains 125 foot bluffs that represent the historic limits of the North Platte River, and portions of the Casper Dune Field which lies north of Casper and extends from Shoshoni to Glenrock in an east/west direction. While the erosional forces that brought down the Casper Mountain sediment and cut the creeks and river channels have been at work for millions of years, the Casper Dune Field is a very young geological phenomena having been in existence for less than 14,000 years.

### *Relief*

A number of the open space tracts have a substantial amount of relief which creates some impressive vistas overlooking the tract itself, portions of the City of Casper and Casper Mountain. The bluffs in North Platte River Park mentioned above provide a stunning view of the North Platte River, river bottoms, Downtown Casper and Casper Mountain. Yesness Park has an elevation range of 50 feet with the south end providing the user with an excellent view of the park and Casper Mountain. The Green Meadow and Adams

Greenways also exhibit elevation ranges of 70 and 80 feet respectively providing excellent views of the lower reaches of the tracts.

### *Access*

Access to the greenway tracts ranges from excellent vehicular and pedestrian access to somewhat limited access. Morad Park and Yesness have parking lots and are served by improved paths and trails. Though there is no parking within the less developed portions of North Platte River Park, parking at Crossroads Park, North Casper Park and the Casper Events Center provides ample parking in close proximity.

Access to the greenway tracts along Garden Creek is more limited. Both the Sunrise Greenway and Green Meadow Greenway have paths with a bridge over the creek which bisects the tract. There are no lateral paths along the creek although there is an alley that runs parallel to the

Green Meadow Greenway that provides excellent views but poor access. The Adams Greenway can be accessed through a narrow path off of 25<sup>th</sup> Street or through Adams Park. There are primitive trails through the greenway and no bridges. Finally, there is no easy way to get through the Garden



Creek Greenway. The bridge from Garden Creek Park leads to a very poor trail along the east side of the creek. Encroachments by abutting property owners have made it virtually impossible to walk through the greenway on the west side of the creek.

### *Trees, Plants and Animals.*

The amount of moisture available for plant growth varies widely from the sand dunes in North Platte River Park to the wetlands and river bottoms along the creeks and North Platte River. As a result, a broad range of plants, grasses, shrubs and trees can be found within the Casper public open space and greenway tracts. In turn, the vegetation provides

food and cover for a large number of insects, birds, and animals. Generally the vegetation is sparse and easy to traverse. This is not the case in sections of the riparian tracts along Garden Creek where some dense thickets are present. Table 3 provides a listing of the types of vegetation and wildlife that are common in the different public open space tracts.

### Paths, Walks and Trails

The Platte River Trail is the largest and most well used pathway within the community. Most of the trail is on public property and traverses eight Casper parks (Platte View Bluffs, Morad, Waterworks, Ft. Casper, Amoco, Crossroads, North Platte River and North Casper). The remaining segments are within easements on private land (25 percent of the trail) and 20 percent are on land owned by the Platte River Trails Trust.

Table 4 summarizes the paths, walks and trails within the City. The other recognized pathways within the community, in addition to the Platte River Trail, are the Casper Rail/Trail and Westwood, Sage and Long pathways. The Casper Rail/Trail passes through the Beech Street Transit Plaza, Veteran's Park, and Eastdale Park. Sage Park anchors the Sage Pathway on the south, and Long Park is the northern terminus of the Long Pathway.

A number of Casper parks have looped paths within the park (Highland, Paradise Valley, Suzie McMurry, Wolf Creek and Buckboard). Other parks have sidewalks around the perimeter that allow users to enjoy a walk around a park (City, Washington), or linear paths that run through the park (Nancy English, Conwell).

A few paths in Casper are on private property yet available for public use. The 4.3 miles of paths at the Platte River Commons maintained by the Amoco Reuse Agreement Joint Powers Board, is the second largest path system in the community. Paths have also been constructed by private developers in Centennial Hills Village and Vista Ridge. These private paths are included in the community totals.

Paths and walks are hard surface facilities for walking, running and wheeled modes of travel. Most of the paths and walks are 8 to 10 feet in width, they total 28.9 miles in length and make up 80 percent of the walkway/bikeway system in Casper. Aggregate trails that are more suited for walking, jogging and mountain biking are limited to Yesness Park, North Platte River Park and that portion of the Casper Rail/Trail from Curtis Street to Hat Six Road. The soft surface trails total 6.2 miles in length which places the total path, walks and trails system in Casper at 35.1 miles.

**Table 3**  
**Open Space and Greenway Characteristics**

Area	Plants	Grasses	Shrubs	Trees	Birds	Mammals
Yesness Park, Sunrise Greenway, Sedar Draw	Twogroved milkvetch, White locoweed, Beesblossom, Scarlet globe mallow, Fuzzy tongued penstemon, Rocky Mountain penstemon, Miner's candle, Evening primrose, Blue Flax Rush, Ball cactus	Smooth Brome, Wild Rye, Inland saltgrass	Silver sagebrush, Fringed Sagebrush, Big Sagebrush, Wyoming Sagebrush, Green Rabbit Brush, Rubber Rabbit Brush, Wild rose, Greasewood, Snowberry, Lilac	Ponderosa Pine, Plains Cottonwood, Narrowleaf Cottonwood, Lanceleaf Cottonwood, Purple Robe Black Locust, White Ash, Green Ash, American Plum, Willow, Siberian Elm, Russian olive	Redwing Blackbird, Brown-headed Cowbird, Common nighthawk, Redtailed hawk, Black-billed magpie, Horned lark, Lark bunting, Western meadowlark	Muskrat, Pronghorn Antelope, Prairie Dog, Richardson Ground Squirrel, Cottontail rabbit, Jackrabbit, Mule deer, Coyote
Green Meadow, Adams, Garden Creek Greenways	Wild onion	Orchard grass	Chokecherry, Wild rose, Wild currant, Honeysuckle, Virginia creeper or Woodbine, Red Osier dogwood	Narrowleaf cottonwood, Crabapple	Brown-headed Cowbird, Meadowlark, Wild turkey, Rock pigeon, Mourning dove, Great horned owl, Northern flicker, Black-billed magpie, Black-capped chickadee, House wren, American Robin, European Starling, House sparrow, House finch, American goldfinch	Muskrat, Beaver, Striped skunk, Raccoon, Mule deer
Morad Park, North Platte River Park Riverbottom	Twogroved milkvetch, Evening primrose, Cattail	Crested Wheat, Timothy	Willow, Skunkbrush sumac, Virfin's bower, Golden current, Rubber rabbitbrush, Green rabbitbrush, Silver sagebrush, Big sagebrush, Wild rose	Boxelder, Plains Cottonwood, Honeylocust, Russian olive	Canada Goose, Double-crested Cormorant, Killdeer, Least sandpiper, Great horned owl	Muskrat, Beaver, mink, Mule deer, Raccoon, Cottontail rabbit
North Platte River Park Dune Fields	Western or Prairie spiderwort, Scurfpea, Lupine, White vetch, Miner's candle, Buckwheat, Death camas, Prickly pear cactus, Woolly plantain, Wild onion, Yucca, Ball cactus	Crested wheatgrass, Mountain brome, Six weeks fescue, Prairie sand reed, Needle & Thread grass, Blue gramma grass, Buffalo grass	Silver sagebrush	Green rabbitbrush	Western meadowlark, Redtailed hawk, Lark bunting	Pronghorn Antelope, Cottontail rabbit, White-tailed jackrabbit, Prairie dog, Coyote

**Table 4**  
**Paths, Walks, & Trails**

<b>Path Name</b>	<b>From</b>	<b>To</b>	<b>Length (feet)</b>
Platte River Trail	Platte View Bluffs Park	Bryan Stock Trail	49,700
Casper Rail/Trail	Oak Street	Walsh Drive	16,410
Platte River Commons	Loop		16,065
Sage Drainage	Casper Rail/Trail	E. 15 <sup>th</sup> Street	8,076
CY Avenue	Bellaire Street	Wyoming Boulevard	7,770
King Boulevard	Poplar Street	W. 13 <sup>th</sup> Street	6,870
Long Drainage	Long Park	E. 18 <sup>th</sup> Street	4,920
Highland Park	Loop		3,700
Vista Ridge	E. 12 <sup>th</sup> Street	Newport	3,111
E. "K" Street	Bryan Stock Trail	Elma Street	3,075
North Poplar Street	Wilkins Circle	Wilkins Way	2,925
Bryan Stock Trail	River	I-25	2,800
Gosfield Village	E. 21 <sup>st</sup> Street	Centennial Village Drive	2,600
Beverly Street	Rail/Trail	E. 4 <sup>th</sup> Street	2,180
Westwood Path	W. 13 <sup>th</sup> Street	Bellaire Drive	2,043
Events Center Path	N. Poplar Street	Events Center	2,020
Laramie Ditch	CY Avenue	Bellaire Drive	1,926
N. Forest Drive	E. 2 <sup>nd</sup> Street	Casper Rail/Trail	1,815
Yesness Park	Cresthill School	Lake Street	1,715
Nancy English Park	O'Dell Avenue	CY Avenue	1,650
Recluse Ct.	Blackmore Road	Vista Ridge Path	1,547
Suzie McMurry Park	Loop		1,520
Paradise Valley Park	Loop		1,420
Wyoming Boulevard	Blackmore Road	E. 12 <sup>th</sup> Street	1,400
Centennial Hills Village	Donegal Street	E. 21 <sup>st</sup> Street	1,220
Wolf Creek Park	Loop		1,000
Buckboard Park	Loop		880
Alta Vista Park	Saker Court	S. McKinley Street	878
Riverview Park	N. Lincoln Street	N. Jackson Street	800
Sunrise Walk	Coffman Avenue	Sunrise Drive	580
<b>Hard Surface Paths &amp; Walks (30)</b>			<b>152,616 (28.9 mi.)</b>
Rail/Trail	Walsh Drive	Hat Six Road	11,440
North Platte River Park	Loop		5,300
Yesness Park	Wyoming Blvd	Granada	4,100
Sedar Draw	Vista Royale	Mike Sedar Park	1,100
<b>Aggregate Trails (4)</b>			<b>32,695 (6.2 mi.)</b>
<b>Total Paths, Walks &amp; Trails (33)</b>			<b>185,311 (35.1 mi.)</b>



## 4. THE USE OF CASPER PARKS

The extent to which current facilities are being utilized must be assessed to determine the adequacy of existing parks and pathways. Too often facility investment decisions are made without objective knowledge about how current facilities are used. The decisions are based on industry trends, random daytime observations, equipment cost and availability, or facilities typically used in other parks. By formulating and executing a structured assessment process, meaningful information on facility use can be gleaned and sound improvement and investment decisions can be made.

Beyond information on the total number of individuals using a given facility, an attempt must be made to secure demographic information about the users, information on what activities they are engaged in, and an indication of their level of satisfaction with the facilities. Different techniques to acquire this information include counts, field observations, surveys and interviews. For this study, the focus was on observations and counts in the field. There were no contacts made with park users for the purpose of talking about their use of park facilities or satisfaction with the facilities and desired changes. Subsequent to the field assessments, an online survey was conducted to find out what Casper's residents valued about our parks and where they would like to see more resources placed.

### Study Approach

Research was conducted on different approaches used to measure park use. It was discovered that the most common approach is to conduct mail or phone surveys of residents of a community to determine how and when they use park facilities or paths, and why they make the choices they do. Somewhat less common is to survey actual park users through face-to-face interviews, written surveys distributed with program or reservation information, or follow-up phone surveys. There were virtually no cases found where an individual or team of researchers observed the use of park facilities in a systematic manner to measure how parks are actually being used.

The different assessment methods each have strengths and weaknesses. General surveys rely on a respondent's accurate and honest recall of their use of parks during the past month, season or year. General surveys involve those who use parks as well as those who do not. This reveals why people opted to engage in activities for relaxation and recreation other than use public parks. With this knowledge it is possible to take steps to make improvements or changes in the parks to draw out more users. This information

would also help with the development of a marketing program to draw more residents to the parks.

Observing park use at key times yields valuable information on how parks are actually being used. This approach eliminates any inaccuracies or misrepresentation on how someone uses a park but it misses those who don't choose parks for some reason and doesn't answer why the users make the decisions they do on how they use the park, and why they pick a particular park, table, playground feature, etc. Nevertheless, the field observation approach was utilized in this study. The actual methodology used is presented in Appendix C.

## Results

In the interest of maximizing the value of the investment in parks and the benefit to the health and well-being of residents of Casper it is desirable to have the parks in use a large



percent of the time. When the parks are busy it is an indicator the residents in the community value outdoor recreation and find our parks inviting and fulfilling.

There were 665 visits made to the parks and pedestrian facilities during the 6 survey

sessions that took place. There was activity observed at these locations 323 times and no activity 342 times, meaning there was nothing going on at the surveyed locations 51.4 percent of the time. Given that the survey times selected were to represent peak activity, overall there appears to be relatively low use at the parks and along the paths. This may be consistent with what is observed in other communities, however, comparative assessments of park activity are very hard to find. Based on this it would appear that our parks are underutilized and could accommodate a lot more people. This finding should

be taken into account when decisions are made regarding adding facilities versus improving or promoting our existing facilities. Future studies will show if use is going up or down and efforts will continue to find use information from other communities to use for comparisons.

Some parks are more popular than others. Activity was observed at 7 different parks every time they were visited. These parks include: Washington, S. Mike Sedar, Morad, Highland, Conwell, Amoco, and Castle Park. An additional 6 parks (Yesness Pond, Verda James, Suzie McMurry, Sage, Paradise Valley, and Matt Campfield) were in use at least 75% of the time. These are our busiest or most popular parks. At the other extreme, Yesness Park, North Mike Sedar Park and Southridge were in use less than 25% of the time. The ranking of parks by the level of activity during the survey period is presented in Table 5.

At the time the study was done Southridge Park adjoined Southridge School. The Southridge School playground was one of the busiest school grounds, however, no activity was observed at the park. The Natrona County School District recently enhanced this already inviting playground and has constructed a new school. The playground will remain intact and the District will be adding a level, grass play area and paved play courts to the grounds. The general public will be able to use the school grounds when school is not in session. It is anticipated that activity levels will increase significantly once the new and expanded recreation facilities are in place.

**Table 5**  
**Level of Park Activity in Rank Order**

<b>Park</b>	<b>Rank by use</b>	<b>Times in use (%)</b>	<b>Number of users</b>	<b>% of Total users</b>
Washington	1	100	618	22.9
Conwell	3	100	199	7.3
S. Mike Sedar	4	100	194	7.2
Highland	8	100	102	3.7
Crossroads		100	56	2.1
Amoco		100	43	1.6
Morad		100	9	0.3
Wells		100	1	0.03
Verda James	2	91	393	14.5
Matt Campfield	7	90	108	4.0
Suzie McMurry	10	90	84	3.1

Paradise Valley		90	78	2.9
Yesness Pond		87.5	45	1.6
Sage	5	83	123	4.5
City		75	53	1.9
Riverview	9	73	95	3.5
Beech Street		72	20	0.7
Nancy English		71	25	0.9
Huber	6	68	117	4.3
Centennial		66	20	0.7
Wolf Creek		66	20	0.7
Adams		62.5	25	0.9
Alta Vista		60	22	0.8
Long		58	63	2.3
Meadowlark		57	9	0.3
Garden Creek		57	9	0.3
Fun Valley		54	12	0.4
Eastdale		50	35	1.3
Harden		50	15	0.5
Green Meadow		50	13	0.5
Interstate		50	11	0.4
Fairdale		45	31	1.1
Dallason		45	11	0.4
Westwood		44	12	0.4
Zonta		28	7	0.2
Freedom		28	4	0.1
Meadow		28	3	0.1
N. Mike Sedar		25	4	0.1
Veterans		18	3	0.1
Yesness Park		14	2	0.07
Southridge		0	0	0
Total			2,694	100%

While the City and School District are different entities their decisions on facility improvements impact one another. A subsequent review of activity on school grounds may be of value to the District. Some of the counts would represent baseline information at the schools where new playground equipment has recently been installed. Future counts could be conducted and conclusions on the benefit of the new playgrounds for the neighborhood made. The City may wish to analysis the school data on a neighborhood by neighborhood basis to see where school grounds are meeting the needs of the neighborhood and additional investments in new park facilities are not needed.

The pedestrian paths and walks in and around the parks received some use. There were 3 paths locations in use more than 50% of the time. Four of the paths in or around parks were in use less than 25% of the time and the remaining 7 between 25 and 50% of the time (Table 6). In that most of the path users in Morad Park were not within view of the parking lot, accurate numbers on the number of users are not available.

### *Effect of Weather*

Weather conditions were tracked to see if they had any effect on park use. There was no rain or wind during the 25 hours the observations were made. As noted above, during 323 of the 665 spot checks there was nothing going on at the park or path. During 106 of those occasions, which is 30% of the time, it was at least 85 degrees and the parks or paths were empty. While warm temperatures may deter some from using a park or path, it should be noted that on 187 occasions, when there was activity observed, it was over 85 degrees which is 54% of the time. It can be concluded then that if high temperatures are a factor in park use, the effect is to draw more people to the parks rather than turn them away.

**Table 6**  
**Use of Paths and Walks in and Around Parks**

<b>Park</b>	<b># of Observations</b>	<b>Frequency of Use</b>	<b>Total Users</b>
Morad	9	100%	*
Washington	12	83%	56
Yesness	8	75%	19
Paradise Valley	10	50%	10
Amoco	4	50%	8
Long	12	42%	8
Suzie McMurry	11	27%	12
Matt Campfield	11	27%	7
Highland	11	27%	6
Sage	12	25%	3
Wolf Creek	9	22%	5
Beech Street	11	9%	2
Veterans	11	9%	1
Riverview	11	0%	0
Total			137

### *Peak Times*

In formulating the methodology for the study an attempt was made to select survey times that represented the peak times for activity. Park observations were made between 9:00 and 4:00 on Saturdays and 4:30 and 9:00 on weeknights. Exact times were recorded for each observation which allows for the development of accurate bracketing. When the number of users per bracket was compared it became evident that the peak activity times on Saturdays are 11:30 to 2:30 and 6:00 to 7:30 on weeknights.

The peak time on Saturday clearly revolves around midday picnics. Spot park surveys were not done later in the day on Saturdays or at any time on Sundays. In the future surveys should be done at other times during the weekend to be certain the peak periods have been accurately identified. Knowing peak times on weekends can help trash and clean-up crews schedule their time in an efficient manner. Cleaning parks before 2:30 on a Saturday may be wasted effort and may create more instances where park crews could get in the way of park users.

Extended period user counts on the Long and Sage pathways revealed that there are no peak times on weekday mornings. The level of activity remained fairly constant from 5:30 am to 9:00 am. On Sundays the activity was late in the day. The two paths were their busiest after 7:30 pm. There was no drop in activity at the end of the evening, walkers were out on the paths until dark and in some cases after dark. The implication of this finding is that there are a significant number of users crossing the streets late in the evening and in many cases after dark. Steps should be taken to ensure that street/path intersections are well lit to reduce the risk of conflicts with vehicles.

### *Park and Path Users*

A total of 3,433 people were observed in Casper Parks and on pathways in the City during the course of this study. Some of these individuals were counted two or more times if they were in a park for an hour or more and picked-up on successive circuit runs. Pathway users who passed the same point two or more times would have been counted more than once as well. It would be desirable to track each individual to get an accurate count on the number of total users. That was not possible under the parameter of this study. Still from a maintenance and operations standpoint, it is meaningful to know how much the parks are in use regardless of the time spent in a park by any single individual.

## Age

Many of the facilities within a park are developed with a certain age group in mind such as playgrounds and basketball courts. Having an accurate read on the number of people who visit a park by age can help insure that a community is investing in the right type of facilities to address their needs. In the City of Casper the largest age cohort present in the parks and paths during the study were children (43%), followed by adults (29%), teens (14%), young adults (11%), and seniors (4%). Based on this summary alone, it would appear that more investment should be made in facilities like playgrounds for those under 11 than walks, benches and fitness courses for those over 30.

Table 7 shows the percent of children through seniors in the parks in percentage terms compared to the age splits in the general population, based on the 2010 census. As the table shows, a much larger number of children are using Casper parks than one would expect when looking at their share of the general population. At 14% of the total park users, teens are represented at about the same level as they are in the general population. Young adults are not found in the parks as often as you would expect. There would have to be a 28% increase in the number of young adults in the parks to match their position in the overall population.

**Table 7**  
**Relative Park Use by Age**

<b>Age Cohort</b>	<b>Percent of Park Users</b>	<b>Percent of General Population</b>	<b>Park Users Relative to General Population</b>
Child (<11)	43%	13.7%	300% more
Youth (11-19)	14%	13.2%	106% more
Young Adult (20-29)	11%	15.2%	28% less
Adult (30-69)	29%	48.4%	40% less
Senior (>69)	4%	9.5%	58% less
	100%	100%	

Across the country concerns have been raised about children not receiving enough exercise and the incidents of childhood obesity increasing. Having 3 times the number of children visiting parks as one would hope for given their share of the general population would imply that activity levels in Casper are high. It would be valuable to compare park activity levels for children in Casper to other communities and state or national studies to see how successful we are in getting children to be active.

Adults and seniors are not using the parks as much as you might expect based on the general population. Looking at this comparison alone, you would hope to find 40% more adults in the parks and more than twice as many seniors as there are. At a time when there are serious concerns about activity levels for adults and seniors, it would appear that more needs to be done to draw those over 30 into the parks. Questions must be raised on why the numbers aren't higher. Do the parks not offer what adults and seniors are looking for? Do adults and seniors have more alternatives for recreation than younger residents? Are people over 30 not aware of what Casper parks have to offer? Surveys and results from other sources would have to be considered to address these questions.

There are variances in use by age from park to park within Casper. When comparing

Mike Sedar Park to Washington Park, for example, the percent of users that are children is about the same. There is a higher percentage of young adults in Washington Park but a lower percent of teens. During the circuit stops there were no seniors observed in Mike Sedar Park while 3.6% of the users in Washington Park were seniors. There are



indeed differences in park use by age. To determine what appeals to different age groups who use the parks surveys would again have to be conducted. The survey results would reveal what may need to be done to increase use by seniors, teens or any other age group.

The number of active teens and children drops significantly when you look at pathway use alone. While 43% of the park users are children, only 9% of path users are under 11. At 42% of the total path users, adults ranging in age from 30 to 69 use the paths at a level you would expect relative to the general population. Seniors and young adults use the paths in higher numbers than you would expect. This range in the level of use by age may be a function of a greater interest in fitness by young adults and seniors. Adults may have other priorities in their lives and choose to spend less time walking or bicycling. Children and teens may not find using a path very inviting. Again, the significance of this finding can be better understood when comparisons are made with regional or national statistics.

### *Gender*

Men and boys use parks and paths more than women and girls. In the City of Casper males make up 49.1 percent of the total population based on census estimates while they make up 53.5 percent of the population in parks and on the paths. This may be an indication that women and girls are not as comfortable using parks on their own. To address the question of females' sense of security in parks, the use of parks by teenage girls was examined. A total of 349 teens were observed in the parks during the study. Football practice accounted for a significant number of boys observed in the parks. Those teens involved in tennis and x-country were more evenly split between boys and girls. When football is taken out of the equation, 55% of the teen park users are girls. While a significant number of girls are watching children at a playground an equally large number are just "hanging-out" in the parks. It should be noted that when the time of day comes into play girls are as comfortable being in the park later in the evening as boys. Fifteen girls were observed in the parks between 8:00 and 9:00 while only 9 boys were observed in parks at that time.

### *Group Size in Parks*

Given the number of large events and gatherings observed in Casper parks one would assume that most of those who use parks are attending large events. During the survey only a few events occurred that were too large to count. A number of gatherings were parties with no more than 30 participants. One event was a state association picnic with as many as 100 participants. Band concerts and company or organization picnics do draw large crowds. While large picnics and parties are common place, far more park users visit parks as a family, with a friend, or by themselves. When splitting those observed in the parks by group size, over 60% of the park users are in groups of 5 or less.

### *Type of Activities*

With the peak time on Saturdays being from 11:30 to 2:30 it stands to reason that the number one activity in terms of participants in Casper parks is parties and picnics (44%). The number engaged in the general categories of 1) play and light activity, and 2) sitting or lounging is 38% and 17% respectively. When looked at in broad terms, 62% of Casper park users are involved in passive activities while 38% are involved in play, sports and light activity.

Table 8 provides a rundown of the type of activities observed in Casper parks. For summary purposes, activities that took place in unobstructed turf areas like playing catch, soccer, kite flying, ultimate Frisbee, general play, etc. were all lumped under active play. It made sense to split out those activities like tennis and basketball that took place on facilities designed for that purpose. Participation in organized athletic or recreation activities like adult softball, little league baseball, or club soccer were not addressed in this study. Informal practice sessions for soccer and midget football were considered as they represent a common use for large, level play areas within various parks.

Passive activities included sitting in the grass, lying on a blanket, watching kids play, watching the river, sitting on a bench or table and holding a party or picnic. Watching people in the park, eating lunch or just enjoying a shady spot while sitting in a vehicle is a valid passive activity for a park. It was common in some more popular parks with off street parking lots like Washington, Morad and Highland to see individuals sitting in vehicles. In that it was difficult counting people in vehicles in a non-obtrusive manner, accurate counts of this type of passive activity are not available.

**Table 8**  
**Activities Observed within Casper Parks and on Pathways**

Notable Physical Activities	Participants	Percent of Total Users
Playing	357	14.4
Tennis	156	6.2
Walking	119	4.7
Football practice	90	3.6
Dog walking	81	3.2
Playing Ball	78	3.1
Bicycling	68	2.7
Soccer practice	45	1.8
Swinging	43	1.7
X-country practice	40	1.6
Basketball	17	0.6
Other Activities		
Running, fishing, slack lining, Frisbee throwing, playing catch, playing with dog, using metal detector, operating radio controlled cars, shooting rockets, kite flying, skateboarding, riding scooters, riding Trikke, exercising, unloading raft, rollerblading, softball, volleyball, rolling down hill, slippery slide, picture taking, 4-wheeling, race walking, hakysac		
Total Physical Activities	1,245	50.2

Notable Passive or Sedentary Activities		
Picnics	678	27.3
Sitting on ground or table	275	11.1
Watching	172	6.9
Birthday parties	60	2.4
Other Passive Activities		
Sleeping, sun bathing, playing guitar, sitting in vehicle, watching the river, working on computer, group meeting, sitting in wheelchair, reading, wedding,		
Total Passive Activities	1,235	49.8
Total Participants	2,480	100%

### *Facilities Used*

Knowing what Casper residents and visitors do when they visit a park or open space enables the City to modify or enhance the parks to make them provide for the needs of the community. Table 9 lists those features within parks that receive the most use. With the amount of active play that takes place in the parks it is not surprising that open play fields receive the most use. Activities within open areas also include sedentary activities like picnics in the grass, reading or laying on a blanket as well as active play which push the numbers even higher.

**Table 9**  
**Facility Use within Casper Parks**

<b>Facilities</b>	<b>Number of Users</b>	<b>% of Total Users</b>
Areas for open play	767	32.0
Shelters	607	25.3
Playgrounds	363	15.1
Tables	221	9.2
Tennis Courts	178	7.4
Walks or paths	156	6.5
Swings (bays)	66	2.7
Benches	18	0.7
Basketball Courts	17	0.7
Total for Selected Facilities	2,393	100%

## *Picnics and Parties*

The frequent use of parks for picnics and parties is reflected in the high numbers for shelters and tables in Table 9. When combined, shelter and table use surpasses open turf areas as well used features within parks. Shelter use varies from park to park. At least one shelter was in use in Washington Park, Highland Park and Castle Park each time the park was visited. There were five additional parks with shelters in use at least 50% of the time. These include: Conwell, Paradise Valley, Matt Campfield, Riverview and South Mike Sedar. Finally, there were eleven parks where the shelters were never in use during the study including: Huber, Alta Vista, Dallason, Southridge, Green Meadow, Meadowlark, Westwood, Meadow, Garden Creek, Marion Kriener and Zonta Park.



Based on wear and tear on the shelters and tables, and the trash generated, these shelters clearly receive some use. However, based on the results of the study, the removal or relocation of some low use shelters could be considered when they reach the point where major repairs or replacement is needed.

Most shelters have a single table. When a group is looking for a venue with more than one table, shelters at Conwell, Matt Campfield, Paradise Valley, Sage, Wells, Beech Street, Centennial, Ft. Caspar, Highland, South Mike Sedar, and Castle Park have larger shelters with two or more tables. A few parks have what can be considered a picnic ground or picnic area. Centennial, Amoco, Washington and Yesness parks have groupings of tables that are not within a shelter which can be used for larger gatherings.

There were a number of occasions where individuals were sitting at tables but not eating or using the table surface. These individuals may be content sitting on a less expensive bench rather than at a table. It is worthy of note that benches were used by only 18 individuals over the course of the study. This raises questions on the need for more benches. Are the benches in poor locations? In a number of cases parents and siblings

watching children on a playground were lounging in the grass nearby. Would they prefer sitting on a bench to sitting in the grass? Are the benches not inviting to sit on because of their condition or the lack of shade? These questions should be addressed and the results should be considered before more benches are purchased and before they are placed.

It is appealing for many to picnic in the grass even when a table or shelter is available. On a couple of occasions, the tables in City Park were not all in use and individuals were having picnics on a blanket rather than at a table. This supports continued high levels of care of the turf areas within parks to make them inviting places to relax.

### *Playgrounds*

Playgrounds received a significant amount of use. Swings were not used as frequently as playgrounds. Thirty-five of Casper's parks have playgrounds which appears to be warranted from a use standpoint. Some playgrounds receive a great deal of use and others are rarely used. Table 10 provides a summary of playground use by park. As is evident from the table, playgrounds in two of the parks were in use at all times and the playgrounds within an additional eight parks were in use at least 50% of the time. At the other extreme, seventeen playgrounds were in use less than 25% of the time and five (N. Mike Sedar, Green Meadow, Westwood, Nancy English, and Marion Kriener) were never in use during the study. Again the condition of the playground and fall material suggests that the playgrounds receive some use.

Chapter 9 of this report offers a summary of the condition of all the playgrounds in Casper. The condition of some playgrounds may offer some explanation for their low use. The apparent use of the playgrounds should be considered when deciding which playgrounds to replace, which to expand, and which to downsize when the time comes.

### *Other Notable Facilities*

Tennis Courts and paths receive notable use. They were used by 7.4 % of the total park users in the case of the tennis courts and 6.5% for walks and paths. Though this level of activity may seem low, when compared to other communities the activity level at these facilities in Casper may be high. Limited activity may signify the lack of adequate facilities. Basketball courts, for example, are only provided in 5 areas and playing basketball was not observed much during the study. Would the availability of more basketball courts increase this activity? Would it be enough of an increase to warrant the construction of more courts? These questions need to be discussed further before more basketball courts are built.

**Table 10**  
**Playground Use by Park**

Park	Frequency of Use				
	> 75%	50-74%	25-49%	< 25%	Never
Washington	X				
Crossroads Adventure Playground (Castle)	X				
Conwell		X			
Highland		X			
Sage		X			
Alta Vista		X			
Riverview		X			
Harden		X			
Suzie McMurry		X			
S. Mike Sedar		X			
Huber			X		
Fairdale			X		
City			X		
Matt Campfield			X		
Eastdale			X		
Fun Valley			X		
Long				X	
Paradise Valley				X	
Wolf Creek				X	
Centennial				X	
Beech Street				X	
Dallason				X	
Verda James				X	
Adams				X	
Meadowlark				X	
Meadow				X	
Garden Creek				X	
Marion Kriener					X
Nancy English					X
Westwood					X
Green Meadow					X
N. Mike Sedar					X

Many Casper parks offer a host of facilities that will support a range of activities. A review of the facilities available will reveal the capacity of our various parks. A review of facilities to actual activity will show where we have parks with surplus facilities in which increased use is desired. A consideration of the condition of facilities may help explain why certain parks get more use than others.



## **5. RESULTS OF CITIZEN SATISFACTION SURVEYS.**

### Approach

From 2000 to 2008, the City of Casper conducted biannual citizen surveys to gauge city residents' satisfaction with City Services. The surveys were administered by the ETC Institute and followed their DirectionFinder survey format. The surveys did not address residents' knowledge of City facilities or ask for comments on the adequacy of services or facilities, it simply asked if they were satisfied. A statement that someone is somewhat or very satisfied with the Quality of City Parks, for example, implies that resident likes what is offered or provided in addition to the condition the facilities are in.

In 2011, the City opted to switch to a citizen survey administered by the National Research Center and International City Managers Association (ICMA). The survey was administered to over 500 communities across the country. The communities selected which standardized questions they wished to use in their particular survey. While all 500 communities did not pick the same questions as the City of Casper, over 180 communities used the same questions having to do with parks, paths and walking trails.

### Results

In 2000, 75% of the Casper respondents were somewhat or very satisfied with the quality of city parks. This level of satisfaction increased over time. While the level of satisfaction with parks in 2002 held at 75%, in 2004 it increased to 80%, 81% in 2006 and 82% in 2008. Specific questions were not asked about park features or elements. Respondents did have an opportunity to comment on the quality of facilities at the end of the survey. Only a few comments were received. The only needs mentioned were more picnic tables, playgrounds, walking and biking trails, and parks with open space.

In the 2011 survey, questions were asked on the availability of paths and trails, park visitation and the condition of Casper parks. Regarding paths and trails, 23% of the respondents stated that the availability of paths and trails was excellent and 39% said it was good. Casper was above average in this area among the 181 communities who used this question in their survey. A full 88% of survey respondents reported that they visited a Casper park in the past year. While this number seems high, it was in the average or similar range among the 229 communities who asked this question. The level of satisfaction with Casper parks was not measured in the 2011 survey, respondents were simply asked to rate the parks. While 82% of the respondents in the 2008 survey were satisfied with the parks, 85% of the 2011 respondents felt the parks were good or

excellent. This appears to represent a consistent level of satisfaction. This level of approval is consistent with other communities as well. Casper was considered similar to most of the 300 communities in the survey who used this question, and was ranked 126<sup>th</sup> in how well their parks were rated.

## 6. THE ADEQUACY OF CASPER PARK FACILITIES

Chapter 3 of this report outlined the facilities provided in each park. The review of the actual activities in the parks leads to questions on the adequacy of our park facilities by neighborhood and for the whole community. This section will look more closely at which facilities are being used, how accessible our parks are and how well the neighbors and residents of the entire community are being served.

Appendix B outlines the facilities provided in the improved parks in Casper. A meaningful application of the information in that table is to compare facilities to the population served. Units per population is a frequent figure used to compare a park system to national averages. While this provides a community with a reflection of how they stack up, it is up to the community to decide if the number of units or range of facilities provided for a community their size is adequate or not.

### Use by Facility

Counting people actually using facilities allows for an assessment of the number of users per facility not just the number of facilities per total population. Table 11 presents a comparison of the relative number of facilities and the number of individuals who used those facilities. The comparison focuses on 9 of the amenity categories a park user would consider in deciding which park to visit. The use of barbeques and porta johns was not measured during the field survey sessions, and the draw that planters or flower beds represent is hard to measure.

Some facilities that are well represented in our park system do not get as much use as you might expect. As reflected in the table, the 33 benches that occur in City parks make up 7.6 percent of the total facilities to be considered key amenities or desired features. Only 0.7 percent of the observed park visitors used benches in parks. Based on that, one could conclude that we have more benches than we need in the parks. There are 63 benches along the Platte River Trail on City owned parkland that were included in the overall bench total for the community. Bench use along the trail was not measured however, so this review only considers benches within parks where observations were made.

At the other extreme, the table suggests that we have far more individuals using open play areas than we have available. It is important to note that all play areas are not the same size and many are large and can hold a significant number of users or multiple groups at one time. Without an assessment of the actual size of our open areas it is difficult to assess whether or not they are adequate.

**Table 11**  
**Principle Facility Use within Casper Parks**

Facilities	Total in System	% of Select Facilities	Number of Users	% of Total Users	Ratio of Facilities to Users
Benches	33	7.6	18	0.7	10.8x
Swings	77	17.8	66	2.7	6.6x
Tables	122	28.2	221	9.2	3.1x
Basketball Courts	9	2.1	17	0.7	3.0x
Walks or paths	31	7.2	156	6.5	1.1x
Playgrounds	48	11.1	363	15.1	0.7x
Shelters	57	13.1	607	25.3	0.5x
Tennis Courts	14	3.2	178	7.4	0.4x
Areas for open play	42	9.7	767	32.0	0.3x
Total for Selected Facilities	433	100%	2,393	100%	

Swings and tables appear to be in ample supply. The comparison would suggest that we have 6 times and 3 times as many swings and tables respectively as we need based on the percent of park visitors who use these facilities. It is notable that we apparently have an abundance of tables but fewer shelters than may be desired. We may not need more tables for picnics just more that are covered.

The City of Casper only has a few basketball courts in the parks and a number are in poor repair. However, even though there are few courts there are even fewer users. As is reflected in Table 11, there are twice as many basketball courts as are needed based on users. It should be noted that 5 out of 7 of the quality courts are in Matt Campfield Park or Riverview Park, and there are no basketball courts in a community park. Having a few quality courts in other areas of the community may increase use significantly.

There is an apparent large demand for tennis courts. This is likely due to the fact that during the survey periods high school classes were using the tennis courts at Washington Park. There were also lessons being held at Highland Park. School and private tennis classes are significant court users. Early morning play and use after dark may be quite

significant as well when looking at overall tennis activities. These times were not assessed in the course of this study. The extent to which users travel across town to their favorite court rather than use the court closest to their home has not been assessed either. These questions would need to be addressed before it could be concluded that there is a need for more tennis courts.

## Playgrounds and Shelters

Shelters and playgrounds may be the most inviting or sought after amenity within a park system. In Casper, playgrounds and shelters are indeed popular. Over 1/4<sup>th</sup> of the users within the park systems use a shelter when they visit a park, and about 1/7<sup>th</sup> of the users play on a playground. When you consider that amount of use it is not surprising that the relative number of shelters or playgrounds within the parks falls short of the number of users. At the present time 40 out of 43 parks have one or more



shelters and 32 out of 43 parks have one or more playgrounds. While it would appear that there are opportunities to increase the number of shelters and playgrounds, there may well be areas where these facilities are inappropriate and don't belong.

A comparison of shelter and playground use by parks helps to highlight where these facilities are adequate and underutilized and where more may be warranted. It was observed that the shelters in eight of the parks were in use more than 50% of the time. These parks include Conwell, Paradise Valley, Matt Campfield, Riverview and South Mike Sedar. The shelters in Highland, Washington and Crossroads, were in use more than 75% of the time, as noted in Table 12. At the other extreme, none of the 607 individuals who used the shelters during the survey sessions used the ones that were in Huber, Alta Vista, Dallason, Southridge, Green Meadow, Meadowlark, Westwood, Meadow, Garden Creek, Marion Kriener or Zonta-Patterson Park.

Like shelters, the playgrounds from park to park do not receive the same level of use. During the study period there were 363 individuals using the playgrounds. There was no one using the playgrounds in North Mike Sedar, Green Meadow, Westwood, Nancy English or Marion Kriener parks at any time during the survey sessions. The playgrounds in two of the parks, Washington and Castle, were in use more than 75% of the time. An additional 8 parks had children on the playgrounds more than 50% of the time (Conwell, Highland, Sage, Alta Vista, Riverview, Harden, Suzie McMurry and South Mike Sedar). The remaining parks that received limited use (less than 25% of the time) included: Meadowlark, Meadow, Garden Creek, Verda James, Adams, Long, Paradise Valley, Wolf Creek, Centennial, Beech Street Transit Plaza, and Dallason.

**Table 12**  
**Shelter and Playground Use**

Facility	Frequent use (more than 75% of time)	Moderate Use	Never in Use
Shelters	Highland, Washington, Castle	Conwell, Paradise Valley, Matt Campfield, Riverview, South Mike Sedar	Huber, Alta Vista, Dallason, Southridge, Green Meadow, Meadowlark, Westwood, Meadow, Garden Creek, Marion Kriener, Zonta
Playground	Washington, Castle	Conwell, Highland, Sage, Alta Vista, Riverview, Harden, Suzie McMurry, South Mike Sedar	North Mike Sedar, Green Meadow, Westwood, Nancy English, Marion Kriener

## 7. NEEDS ASSESSMENT

### Level of Service

Parks are intended to provide needed or desired facilities within a reasonable proximity to all residents of a community. Gauging the adequacy of a park system in terms of park acreages or facilities provided relative to the number of residents of a neighborhood or community is a common measure of a park system. The extent to which our parks and the facilities within the parks meet those needs is an indication of the Level of Service (LOS) provided by our park system. While there are recognized standards on LOS, the local community must decide what is fitting for its residents.

### *Service Areas*

The industry standard for neighborhood parks is a service area with a radius of  $\frac{1}{4}$  to  $\frac{1}{2}$  mile. At a steady pace of 3 miles per hour, this would equate to a 5 to 10 minute walk to a park for anyone in the service area. The willingness of individuals to walk to a park varies from community to community. The extent to which parents will allow their children to go to the park alone or with friends varies by community as well.

The industry standard for community parks is a 3 mile radius service area. The community parks in Casper are concentrated in the middle part of the community. Five of the eight community parks are within 3 miles of each other. In that Casper residents are comfortable driving across town to visit a full-service park, the entire community should be considered the service area of each community park.

The service areas could be limited to the City of Casper only or include the entire urban area since none of the surrounding towns have large, full-service parks. The only large park in the area other than the Casper parks is Edness K. Wilkins State Park, which is less than 4 miles from the center of Casper. Depending on the adopted service areas, the Casper community parks serve a population of between 55,316 and 75,400 people.

The online survey that was conducted, which is discussed in Chapter 8, asked the respondents how often someone in the household walked or bicycled to a park. Sixty two percent of those who responded indicated that a household member visited a park on foot or a bicycle at least twice a month. These individuals are willing to walk up to 10 minutes to get to a park.

Chapter 3 provides an overview of the Casper parks system. In that overview, parks within Casper are categorized by function not size. A number of the larger community parks, such as Washington, Highland and Mike Sedar, function as the neighborhood park for nearby residents as well as a full service park for the whole community. When assessing the service areas of neighborhood parks, the improved portions of Washington, Highland, and Mike Sedar serve the whole community in addition to the nearby residents. Nancy English, Veterans, Beech Street, Wells, and Yesness serve the whole community and serve a local need and are included in the calculations. More remote community parks like Centennial, Amoco and Castle are not included since they do not serve a residential neighborhood.



Map 2 shows the service areas for Casper’s improved neighborhood parks, select schools and future parks. Measuring a parks service following sidewalks and crosswalks would be challenging. Plotting circles on the map of parks that represent the service areas is a more feasible way of estimating the number of Casper residents who can walk to a neighborhood park. In that most park users follow an indirect route to their park, a service area radius of  $1/3^{\text{rd}}$  of a mile is being used to better reflect a 10 minute walk.

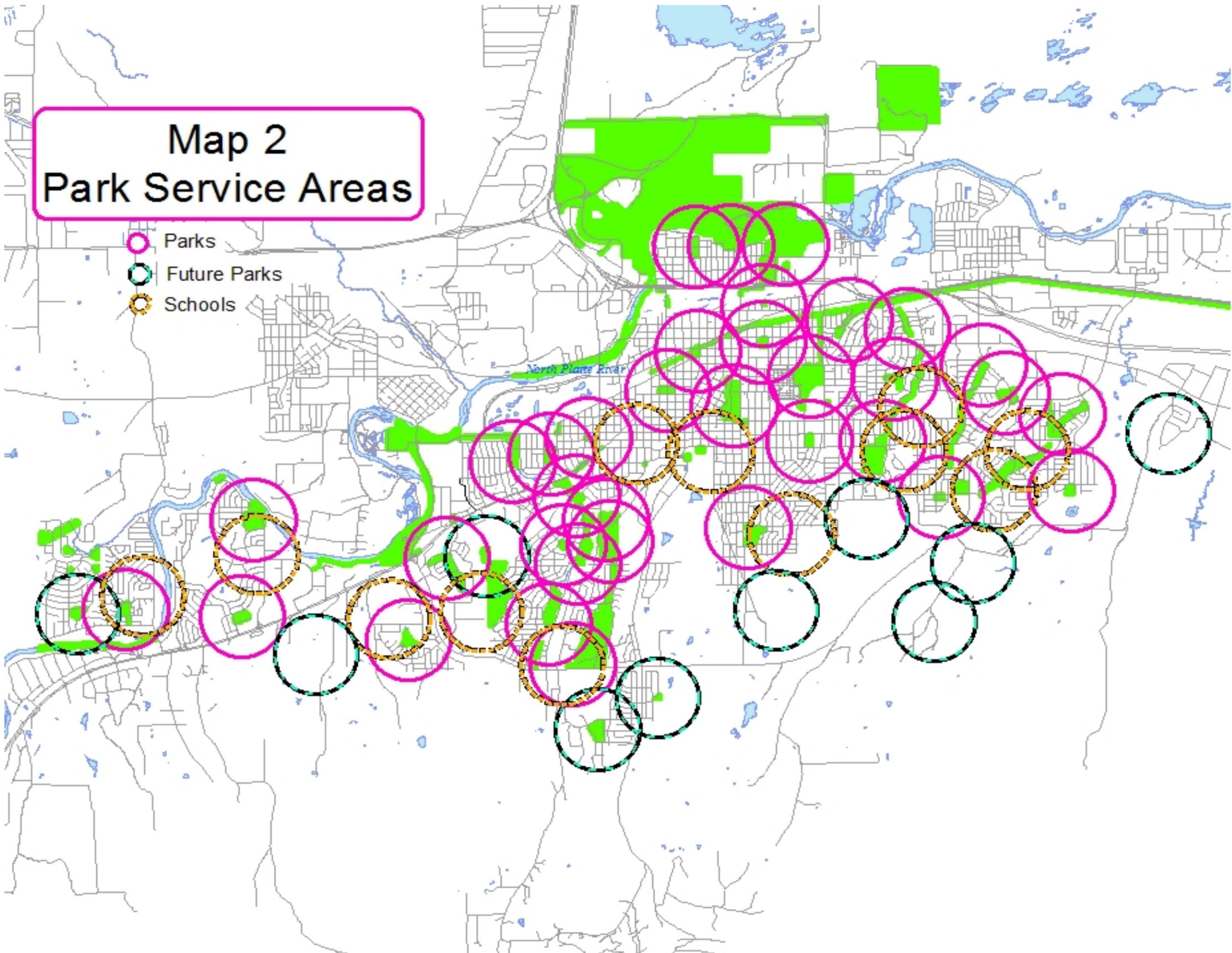
The population, based on 2010 census household size estimates, has been calculated for each  $1/3^{\text{rd}}$  mile park service area. Table 13 outlines the sizes of the parks, plus service

area dwelling units and population for each neighborhood park. This gives an indication of where a condition may exist where a relatively small park serves a significant population. Alta Vista, Sage, Green Meadow and Harden are examples of smaller parks that serve sizeable populations. Based on the use assessment presented in Chapter 6, none of these parks could be characterized as overused. However, a change in the appeal of these parks could produce a significant increase in activity.

Adding up the residents within 1/3<sup>rd</sup> mile of a neighborhood park as listed in Table 13 suggests that 42,160 or 77% of Casper's residents live within 1/3<sup>rd</sup> of a mile of a neighborhood park. The neighborhood parks provide 187.77 acres of developed parkland for the residents of the community. Comparing the neighborhood park acreage to the total population of 55,316 as listed in the 2010 Census, results in a figure of 3.39 acres of improved neighborhood parks per 1,000 residents. Compared to a national standard of 1 acre of parkland provided for every 1,000 population, the residents of Casper enjoy more than 3 times the amount of developed parkland as is generally considered adequate.

# Map 2 Park Service Areas

- Parks
- Future Parks
- Schools



**Table 13**  
**Neighborhood Park**  
**Level of Service**

<b>Park</b>	<b>Total Acreage</b>	<b>Developed Acreage</b>	<b>Dwelling Units within 1/3<sup>rd</sup> Mile Service Area</b>	<b>1/3<sup>rd</sup> Mile Service Area Population (residences x 2.38 persons per household)</b>
Adams	1.96	1.40	858	2,042
Alta Vista	9.53	1.14	1,048	2,494
Beech Street Transit Plaza	2.72	2.72	1,124	2,676
Blackmore Vista*	0.80	0.80	219	521
Buckboard	3.75	2.30	796	1,894
City	4.09	4.09	1,268	3,017
Conwell	2.84	2.84	843	2,006
Dallason	0.59	0.59	573	1,364
Eastdale	4.77	4.77	865	2,058
Fairdale	3.14	3.14	1,356	3,228
Freedom	0.74	0.74	955	2,274
Fun Valley	1.97	1.97	582	1,386
Garden Creek	1.41	1.41	830	1,975
Green Meadow	0.67	0.67	758	1,805
Harden	0.78	0.78	673	1,602
Highland	33.92	25.94	1,155	2,750
Huber	4.78	4.78	1,141	2,716
Marion Kriener	1.34	1.34	811	1,930
Long	2.24	2.24	751	1,789
Matt Campfield	2.83	2.83	797	1,897
Meadow	3.36	3.36	964	2,295
Meadowlark	7.06	4.65	237	565
Nancy English	9.46	9.46	1,294	3,080
North Mike Sedar	9.41	5.89	652	1,551
Paradise Valley	10.94	10.94	558	1,329
Paradise Valley Pool	5.38	1.96	489	1,163
Riverbend	2.98	2.34	359	855
Riverview	9.42	7.69	774	1,842
Sage	2.96	2.96	1,707	4,062
South Mike Sedar	26.29	20.58	822	1,956
Southridge	1.10	1.10	951	2,264

Suzie McMurry	2.76	2.76	325	774
Verda James	4.08	4.08	1,076	2,561
Veteran's	0.55	0.55	1,141	2,716
Washington	26.98	24.83	1,601	3,810
Westwood	2.33	2.33	857	2,039
Wolf Creek	5.45	3.64	286	681
Wells	3.57	3.57	233	556
Yesness	71.07	8.59	880	2,095
Total Neighborhood Parks	290.02	187.77	NA	NA
Average Neighborhood Park	7.44	4.81	836	2,042

\*The Blackmore Vista Park is a private park that is intended to serve the 521 residents of the Vista Ridge neighborhood but is open to the public.

In addition to neighborhood parks, schoolyards and playgrounds provide recreational space for residents of an area. All elementary schools within the community have playgrounds and most middle and high schools have open fields generally used for athletics. As noted in Chapter 3, 12 elementary schools either abut or are within 3 blocks



of a developed park. While individuals in a neighborhood may already be served by a park, a school in the area provides more space and recreation options.

In five different areas of the community, the nearby school is the only place for recreation within the neighborhood. There

are an estimated 1,575 individuals who don't have a developed park within 1/3<sup>rd</sup> miles of their home but do have a school. The schools that fill this void are Summit Elementary, Sagewood Elementary, Centennial Middle, Dean Morgan Middle and Kelly Walsh High

School. At the present time, it is a school district policy to have school yards open for use by the general public whenever school is not in session. Most school yards are fenced but the gates are not locked and in many cases left standing open.

Private parks, open space or commons are not the norm in the City of Casper. Other than recreation facilities installed for the enjoyment of residents of an apartment/condominium complex, the only private neighborhood parks are the pocket parks at the Cottonwood Village Estates and the Community Center at Vista Ridge. The Cottonwood Village Estate pocket parks are in close proximity to Buckboard Park and serve residents who already have other recreation options. Most of the residents in the Vista Ridge neighborhood, however, do not have a public park within 1/3<sup>rd</sup> mile of their home. The 0.8 acre private park constructed by the developer for this subdivision provides the equivalent of 1.53 acres of improved parkland per 1,000 residents of the subdivision.



Though this ratio is lower than enjoyed by most residents of Casper there are at least some recreational facilities for these residents.

An estimated 5,530 homes or 13,156 residents of Casper are more than 1/3<sup>rd</sup> mile from an improved neighborhood park. When the additional residents served by the 5 schools and Vista Ridge Community Center Park are

added to the equation, a total of 7,523 residents or only 13.6 % of the Casper population are more than 1/3<sup>rd</sup> of a mile from a neighborhood park or school. A majority of the residents who do not live close to a neighborhood park or recreational facilities are in the south half of Paradise Valley, south of Wyoming Boulevard, and in the Parkridge subdivision.

### *Future Parks and Open Space*

As the community grows additional parks will be needed. Through the online survey that was conducted it became apparent that over 60% of the respondents visited a park at least twice a month and proximity is an important consideration when individuals decide on which park to visit. As was noted above, the community parks are located in the center

of Casper. When you apply the accepted 3 mile radius service area for community parks most of the City is covered as are the areas to the east, south and west where future growth is most likely. On the other hand, neighborhood parks with a 1/3<sup>rd</sup> mile service area radius will be needed in the future. The survey respondents did not call for more parks in the developed part of the community which says that the density of one neighborhood park for every 2,000 persons is an acceptable standard for Casper. Projecting where growth will occur in the Casper area is beyond the scope of this study. Based on past land use and transportation plans, it is anticipated that the City will grow largely to the southeast and southwest. Additional parks or recreational facilities are warranted in these areas. Specific recommendation on new parks is presented in Chapter 11 on replacement and expansion.

There are two dedicated park parcels south of Wyoming Boulevard in the Sunrise 7 and Stoneridge neighborhoods, a platted park in the Mesa No. 3 Addition, and six undeveloped park parcels in the Trails West neighborhood. The platted Trails West parks are small and it is unlikely that they will all be developed. One or two more sizeable and elaborate parks could be created through property exchanges with area developers or property owners. Building parks on existing parcels in these three sections of the community can provide neighborhood parks for up to 4,500 current and future residents.

There are no established park parcels south of East 21<sup>st</sup> Street in the Sage Creek drainage, south of Country Club Road in the Elkhorn Creek drainage, or in the Park Ridge neighborhood in east Casper. To accommodate future development in the Wolf Creek area an additional park will be needed. It is likely that as many as six more neighborhood parks will be needed to serve these areas. Developers are not required to provide parkland or build parks at the present time. Useable open space is required with Planned Unit Developments (PUDs), however, formal parks are not. Until such time as provisions are in place to establish park parcels or require the building of parks, it will be left to the discretion of developers in these areas to create neighborhood parks. A park intended to serve a small area may be a mini park with limited facilities. If a park is to be represented as a neighborhood park, it should be 3.5 acres in size and contain a shelter, 2 tables, 2 benches, a playground, 2 swings and a grassy area for open play, as outlined in Chapter 3 on the Casper Park System, to meet the expectations of Casper residents.

### *Open Space Service Areas*

Morad Park and North Platte River Park are more than 1/3<sup>rd</sup> of a mile from most Casper residents. Those who use these open space areas generally do so by car or bicycle making these areas destinations for individuals from throughout the community. Yesness

Park, the Garden Creek Greenway tracts and east side drainageways all abut residential areas. When looked at individually, 2,653 households are within 1/3<sup>rd</sup> of a mile of one or more of the five Garden Creek greenway tracts. Yesness Park is within 1/3<sup>rd</sup> of a mile of 820 households, there are 1,713 households close to the Long Drainage, and 2,245 households or 5,343 residents are within 1/3<sup>rd</sup> of a mile of the Sage Creek Drainageway. These open space tracts serve the local residents and are generally not destinations for the entire community.

There are numerous cross streets or points of access along the Long and Sage drainageways making these combined paths easily accessible for as many as 7,560 individuals or 1/7<sup>th</sup> of Casper's residents. Though these open space areas are excellent places to walk, bike or run, they are not very interesting in terms of plants, animals or overall character. Yesness Park offers more natural diversity and has a north/south aggregate trail bisecting the park, a trail around the pond and an east/west paved path



crossing the park.

There are 3,487 residents who live within 1/3<sup>rd</sup> of a mile of the park. Yesness Park abuts a high volume, high speed highway which serves as a significant barrier. Of the 1,953 neighboring residents, 206 live south of Wyoming Boulevard and are unable to easily access the park.

There are a number of

situations where a major highway or arterial, a ridge, drainage, railroad, or the North Platte River creates a barrier between residents and the nearest park to their home. A more detailed assessment would have to be conducted to isolate those who are underserved due to a major barrier between them and the closest park or open space tract.

There are only two formal paths or trails in the five greenway tracts along Garden Creek and very few points of access into the greenway properties. The residents of Valley Hills can cross the Sunrise Greenway via a concrete bridge and paved path to the Sunrise Shopping Center and Cresthill School. Valley Hills residents in the vicinity of Carmel Drive can access Green Meadow Park via a wooden bridge and primitive path across the

greenway. The bridges in Adams Park provide access to the primitive trails in the Adams Greenway and a bridge in the Garden Creek Greenway provides access to Garden Creek Park for the residents on the east side of the creek. In total, there are thirteen points of access to the five greenway tracts. When measured from those points, an estimated 5,859 individuals can walk to a point of access to one or more of the greenways along Garden Creek within 10 minutes.

The asphalt path in the Sunrise Greenway and the concrete paths within Nancy English and Westwood Park are the only established paths in the greenway tracts, however, countless primitive trails exist. The 2004 *Garden Creek/Sedar Draw Conceptual Trail Design Study* outlined options for formal paths or trails within the Garden Creek and Sedar Draw drainages. In addition to paths or trails, the study advocated the installation of benches, tables and signage for area residents. This would mimic the pathway system along the North Platte River that serves the Morad Park and North Platte River Park open space tracts, and provide a means to access and enjoy the diverse Casper greenways.

### Adequacy of Facilities

Actual facilities in terms of play areas, tennis courts, outdoor swimming pools, etc. per capita is the other measure that is typically used to evaluate the adequacy of a park system. Table 14 lists the 12 key park elements or amenities common in Casper in terms of actual numbers, the number of facilities per 1,000 population, and the number of users per unit, or in other words the number of residents who would be in the line if everyone in the city wanted to use a certain type of facility.

Casper's elementary schools offer additional recreational opportunities for the community. As noted above, in 5 separate areas of the community the local school is the only recreational facility located within 1/3<sup>rd</sup> mile. The policy of making school grounds available to the general public provides access to an additional 18 playgrounds, 224 swings, 24 basketball courts and 12 playing fields.

### Sister Cities

When compared against other communities in the region and nationally (Tables 15 and 16), it becomes evident that Casper is above average in the number of playgrounds, athletic fields, swimming pools and miles of paths per capita, and below average in the number of basketball courts per capita compared to select national cities between 40,000 and 80,000 population. Casper is in fact ranked number one in the number of swimming pools per 10,000 people for these nine select communities. Regionally, comparisons have been drawn with 4 other comparable cities in Wyoming, Montana and Colorado.

On this more local scale, Casper is again above average in the number of playgrounds, athletic fields, tennis courts, swimming pools and miles of paths or trails per capita, and below average in the number of basketball courts. Casper is first or second in the region in the provision of all these amenities except for basketball courts. As noted above, there are 24 basketball courts on school grounds. If these courts are drawn into the equation, Casper would not be considered below average in the provision of basketball courts.

**Table 14**  
**Facilities Provided within Casper Parks**

<b>Facilities</b>	<b>Total in System</b>	<b>Number of parks with one</b>	<b>Number of parks with two or more</b>	<b>Number per 1,000 residents</b>	<b>Persons served per unit</b>
Swings	140	0	22	2.53	395
Tables	117	21	22	2.11	473
Benches	96	4	24	1.74	576
Shelters	57	29	10	1.03	970
Portable Restrooms	57	10	15	1.03	970
Playgrounds	51	19	14	0.92	1,085
BBQ grills	50	17	9	0.90	1,106
Areas for open play	43	18	10	0.78	1,286
Walks or paths	30	25	2	0.54	1,844
Flower beds or Planters	25	13	5	0.45	2,213
Baseball/softball fields	14	1	3	0.25	3,951
Tennis Courts	14	0	5	0.25	3,951
Soccer Fields	13	1	1	0.24	4,255
Basketball Courts	8	5	1	0.14	6,915
Midget Football Fields	6	1	1	0.11	9,219
Swimming Pools	5	5	0	0.90	11,063
Fitness Courses	2	2	0	0.36	27,658
Horseshoe courts	2	2	0	0.36	27,658

## Facilities within Service Areas

As noted above, most parks have a playground and picnic facilities. To address the question of accessibility to certain park elements or amenities for Casper residents, a representation of how many residents live within 1/3<sup>rd</sup> mile of a playground would closely match proximity to a neighborhood park. Less ubiquitous park or recreation improvements like tennis courts, basketball courts, swimming pools, or walks and paths, are only available in certain parks or certain areas within the community. Table 17 lists the parks with special facilities and the 1/3<sup>rd</sup> mile service area population. Based on this review it is evident that 19% of Casper residents can walk to a tennis court, for example. As would be expected, the more specialized facilities are less accessible and generally used by individuals who drive. Only walking paths or trails are within walking distance for a significant number of Casper residents.

## Alternative Access

In addition to walking or driving to a park or path, users can opt to ride a bicycle or take The Bus. At this point the number of bikelanes are few, with only 3 parks served by bikelanes (City, Verda James and Suzie McMurry). As the number of bikelanes increases, well defined bike routes to more and more parks will emerge.

The Bus provides convenient service to most parks and pathways. Only 7 developed parks are not within 1/3<sup>rd</sup> mile of a bus stop. There are 12 parks or paths with a bus stop. In that all the buses are equipped with bike racks, individuals who wish to avail themselves of recreational opportunities at parks and on the paths can easily get there by bus.

**Table 15**  
**Area Cities Park System Level of Service**

<b>Community</b>	<b>2010 Population</b>	<b>Total Park Acres</b>	<b>Total Parkland Acres / 1000 Population</b>	<b>Percent of Parkland Developed</b>	<b>Playgrounds / 1000 population</b>	<b>Acres of athletic fields / 1000 population</b>	<b>Number of athletic fields / 1000 population</b>	<b>Tennis Courts / 10,000 population</b>	<b>Swimming Pools / 10,000 population</b>	<b>Basketball Courts / 1,000 population</b>	<b>Miles of paths/trail / 1,000 population</b>
Greeley	91,000	1,065	11.7	55.3%	0.26	1.49	0.26	1.7	1.0	0.14	0.2
Cheyenne	57,000	802	14.0	70.6%	0.35	NA	0.63	1.9	0.35	0.24	0.27
Missoula	57,000	750	13.1	66.6%	0.54	NA	0.49	5.1	0.2	0.21	0.38
Casper	55,000	3,303	60.1	38.5%	0.70	1.95	0.68	2.5	1.08	0.15	0.43
Bozeman	27,000	471	17.4	63.7%	0.66	NA	0.96	1.8	0.37	0.22	1.66
Average	57,400	1,491.2	23.3	58.94%	0.51	1.72	0.61	2.6	0.6	0.19	0.59
Casper Rank	4	1	1	5	1	1	2	2	1	4	2

**Table 16**  
**ICMA Sister City Service Levels\*\***

<b>Community</b>	<b>2010 Population</b>	<b>Total Park Acres</b>	<b>Developed Park Acres</b>	<b>Developed Parkland Acres / 1,000 Population</b>	<b>Playgrounds / 1,000 Population</b>	<b>Acres of athletic fields / 1,000 Population</b>	<b>Number of athletic fields / 1,000 Population</b>	<b>Tennis Courts / 10,000 Population</b>	<b>Swimming Pools / 10,000 Population</b>	<b>Basketball Courts / 1,000 Population</b>	<b>Miles of paths/trail / 1,000 Population</b>
Rock Hill, SC	67,339	392.8	392.8	5.8	0.37	1.21	0.66	2.5	0.59	0.28	0.35
James City County, VA	63,135	1,490.7	NA	NA	0.16	NA	0.36	0.95	0.79	0.16	0.33
Johnson City, TN	61,990	1,330.9	705.4	11.4	0.26	1.21	0.69	3.07	0.32	0.14	0.32
Casper, WY	55,316	3,303.0	1,272.2	23.0	0.70	1.95	0.68	2.53	1.08	0.15	0.43
Bowling Green, KY	55,097	970.4	815.1	14.8	0.40	1.37	0.76	3.09	0.0	0.29	0.27
Corvallis, OR	54,880	1,810.0	615.4	11.2	0.51	1.22	0.66	1.46	0.18	0.13	0.60
Albany, OR	48,770	734.5	426.0	8.7	0.45	NA	0.33	0.41	0.41	0.31	0.19
Danville, VA	44,660	574.0	327.2	7.3	0.49	1.09	0.69	4.71	0.0	0.27	0.64
Casa Grande, AZ	44,547	1,324.0	489.9	11.0	0.61	NA	0.79	1.57	0.22	0.36	0.06
Average	55,081	1,325.6	630.5	11.4	0.44	1.34	0.63	2.25	0.40	0.23	0.35
Casper Rank	4	1	1	1	1	1	4	4	1	7	3

\*\*Cities with a 2010 population between 40,000 and 80,000 that are not within a metropolitan area.

**Table 17**  
**Distribution of Special Facilities**

<b>Facility/Amenity</b>	<b>Park/location</b>	<b>1/3<sup>rd</sup> mile Service Area Population</b>	<b>Percent of City Residents</b>
Walk /Path	Suzie McMurry, Long, Sage, Paradise Valley, Matt Campfield, Conwell, Wolf Creek, Nancy English, Crossroads, Buckboard, North Casper, Riverbend, Riverview, Eastdale, Highland, Washington, Beech Street Transit Plaza, Veteran's, Yesness, Morad	22,759	41.0
Swimming Pool	Highland, Kelly Walsh High School, Washington, Marion Kriener, Mike Sedar, Paradise Valley	10,998	19.9
Tennis Court	Washington, Highland, Huber, Mike Sedar, Paradise Valley	10,760	19.5
Access to Pond or River	Yesness, Riverbend, Morad, Patterson-Zonta, Amoco, Crossroads, Riverview, North Casper	6,853	12.4
Basketball Court	Riverview, Matt Campfield, Dallason, Huber, Paradise Valley, Wolf Creek	6,041	10.9
Fitness Course	Paradise Valley, Matt Campfield	2,906	5.3
Horseshoe Pits	Matt Campfield	1,835	3.3
Handball Court	Riverview	1,722	3.1



## 8. THE PARK PLAN PUBLIC ENGAGEMENT PROCESS

It can be determined through field observations who is using the parks and trails and what they are doing while they are there. Gaining an understanding of why they are using a park or feature and how they would rate the facilities can only be gained through some form of survey method. Surveys can target individuals who are using parks or facilities and the general public. Users are able to provide feedback on the quality and adequacy of facilities and how they make their recreational choices. Drawing information from the general public through a survey can be valuable in reaching those who use parks and paths infrequently or not at all. Surveys can be conducted by telephone, used as a mailer, or offered online. Understanding what the general public wants can help a community provide the recreational facilities needed to get more people out and moving.

### Approach

The Park Plan Advisory Committee decided to conduct an online survey and hold open house listening session to find out what our residents thought of the parks. A brief, ten question survey developed by the Committee was made available on the City of Casper website. The public was directed to the survey through the website, Facebook postings, press releases, television, the printed media, and flyers posted at locations active residents would frequent. The survey touched on household demographics, park visitation, an assessment of two key community parks, and where the City should direct dollars or manpower to improve our parks. A total of 128 individuals filled out the online survey.

### Results

Families with children filled out the survey most often. Fewer seniors than you would expect filled out the survey based on their percent of the overall population. Most of the respondents were park users. Sixty percent of the respondents visited a park at least once a week and a significant number walked or rode a bicycle to the park. The respondents felt the City should direct ( in rank order) resources to the following:

1. Maintenance
2. Equipment such as playgrounds and swings
3. The planting of trees
4. Building paths
5. Installing more shelters
6. Installing more tables and benches
7. Building new parks

8. Building one or more dog parks
9. Building more athletic fields

The survey respondents were asked to identify which parks they visit most often and why. The 10 top or most popular parks were:

1. Washington
2. Castle (Crossroads Adventure Playground)
3. Mike Sedar
4. Nancy English
5. Highland
6. Adams
7. Morad
8. Suzie McMurry
9. North Casper
10. Paradise Valley

Their decision on which park to visit was based on (in rank order) :

1. Close to home
2. Quality of the playground
3. Amount of shade
4. Open Area for play
5. Dog Friendly
6. Popular
7. Restroom

The importance of a park being close to home is significant and addresses the role of neighborhood parks. Observing more people in larger community parks raises a question as to the need for neighborhood parks. If there are limited dollars available to improve or maintain parks should more effort be put into the popular community parks rather than neighborhood parks. The fact that proximity was the most important factor suggests that neighborhood parks are important and need to be maintained. This finding can be extrapolated to suggest that as the community grows neighborhood parks are needed and valued.

Some parks with a full array of amenities such as Alta Vista and Centennial Park were not mentioned at all by survey respondents. This can mean that either these parks get little use or those who use the parks didn't fill out a survey. It does raise a question about how knowledgeable Casper park users are about the overall park system, and what

individual parks have to offer. Before funds are spent upgrading more popular parks, the City may wish to find ways to better educate the public about parks that may already have what they are looking for.

Finally, the respondents were given the opportunity to provide any comments that they wished. The most common comments were:

1. Expressions of appreciation for the quality of the parks
2. The need for quality restrooms
3. Adequate facilities for dogs
4. The need for a range of water recreation options

### Survey of Senior Citizens

Due to the relatively low number of seniors who responded to the online survey, the Advisory Committee decided to make a direct effort to assess their feelings about the City's parks and paths. Members of the committee passed out an abbreviated survey during lunch at the Central Wyoming Senior Center and got 78 surveys back. The surveys revealed that only 20% of the seniors who responded visited a park or path weekly compared to 60% of the online survey respondents.

Regarding park needs, the seniors felt the City should direct resources to:

1. More tables and benches
2. More shelters
3. One or more dog parks
4. More trees
5. More paths
6. Playgrounds and swings
7. Better maintenance

Finally, the seniors were given the opportunity to share any comments about the parks. The most common comments were:

1. Expressions of appreciation for the quality of the parks
2. The need for more lighting
3. Adequate facilities for dogs
4. The need for clean restrooms
5. More places to rest (benches, tables)

The results from the focus group discussion with the seniors were not surprising. It was interesting that like the general respondents, the quality of the parks or effectiveness or the City's maintenance efforts was appreciated by the seniors. In that this was the number one comment made by both groups suggests that the parks are in good condition and offer what Casper's residents are looking for.

### Listening Sessions

Recognizing that there is a segment of the population that will not respond to an online survey, opportunities were provided for individuals to submit comments or questions via telephone, e-mail or through open house sessions. All of the notices that went out regarding the survey included a telephone number and e-mail address that could be used to reach a City staff member. Also, two listening sessions were held, one in a tent in front of the senior center and the other at the Downtown Farmers Market. All told, less than ten telephone calls and e-mails were received. Fewer than 5 individuals visited the tent at the Senior Center, but over 30 individuals stopped at the Farmers Market booth. More of the direct comments received reflected a specific concern rather than a general observation as was the case with the survey. A significant number of the comments related to facilities for dogs. Other frequent comments dealt with specific features



needed such as zip lines, botanical garden, and pickleball courts.

Restrooms were again an issue for the listening session attendees.

Relatively few comments were made about specific parks by survey respondents, seniors or those who made a direct contact. There was an expectation that detailed comments would be

received about what was needed on a park by park basis. In actuality, only 20 parks were mentioned by name by those calling for improvements. Again, this can be taken as an indication that the City is doing a good job meeting individual's park recreation needs and has not overlooked key problems or shortcomings.

## 9. GOALS AND OBJECTIVES

The preceding chapters of this report provide an overview of the City of Casper park, open space and pathway system and an assessment of the adequacy of those properties. An evaluation of the location of the facilities relative to established neighborhoods has been provided which shows a large number of Casper residents have recreational facilities near their home. The assessment has also demonstrated that the City of Casper is well served with a number of trails and paths and more than 250 acres of diverse open space.

### Need for Goals and Objectives

Before a plan that addresses the addition of parkland, the replacement or addition of amenities within parks and the addition of more paths and trails is prepared, it is necessary to formulate and articulate the goals and objectives of the residents of the community and City leadership with regard to park system changes. Acquiring more parkland must be addressed and the type of improvements within new and existing parks needs to be decided. Over 77% of Casper residents live within 1/3<sup>rd</sup> of a mile from a park. When schools with playgrounds or fields are added to the equation, 86% of our residents have outdoor recreation facilities close to their home. Is that an acceptable level of coverage or is it reasonable and prudent to develop more parkland in poorly served neighborhoods? Improved pathways in generally good to excellent condition run along the North Platte River, the old Union Pacific Railroad line and in a number of drainageways. Do we have adequate paths and trails in the community or are more needed? If so, where. Finally, the community is changing and growing. What should be done to insure that the new areas of the community have adequate recreational opportunities?

### The Goal Setting Process

Arriving at collective goals and objectives requires a process of public engagement whereby all segments of the population are granted an opportunity to share their concerns and recommendations regarding the development or redevelopment of parks, paths and open space areas. The process was formulated with guidance from the Advisory Committee made up of Leisure Services Advisory Board, and Planning and Zoning Commission members, City staff, and the general public. Outreach through the media and social networking tools was employed to educate the public about parks, pathways and the ways they can get involved in the planning process.

Four oversight committee meetings were held in addition to two Council work sessions and two public meetings. The committee discussed principles, goals and objectives to some degree but little feedback was received from the public or Council. Those who filled out a survey had an opportunity to share their opinions on what was important in building or maintaining a quality park and trail system. It is possible to extract principle, goals and objectives from the comments that were received from the survey respondents.

### Principles, Parameters and Values.

Guiding principles must be discussed to help reach consensus on the basis for this planning effort to help narrow the goal setting process. These principles are an expression of what the community believes to be important in the development and maintenance of park and open space properties and paths or trails. Having a clear understanding of the collective views or values of Casper's residents regarding the role of parks and paths can help in the development of clear and explicit goals and objectives. The clearer the goals the more likely it is that they will be achieved.

Some examples of guiding principles that can lead to a highly valued park system include:

- fitness, exposure to the outdoors, plus environmental awareness and protection is important;
- beautifying public spaces is important;
- different demographics in the community have different recreational needs;
- outdoor recreational facilities must be located such that they provide convenient opportunities for as many residents as possible;
- recreational facilities should build on community assets like the North Platte River and Casper Mountain;
- marketing recreational facilities is necessary to maximize their use and benefit;
- open space areas offer educational opportunities to children and other segments of the population;
- park and pathway facilities should meet year round recreational needs;
- maximizing efficiencies in facility operations and maintenance is critical;
- quality recreational facilities have a significant economic impact on the community;
- parks and paths must be appealing and offer a sense of comfort and safety;
- accessibility to parks for pedestrians, cyclists and public transit users is important;
- sustainability in terms of plant selection, rest/recharge for vegetation, limited use of chemicals, low impact maintenance, and the use of green materials is important.

- parks and open spaces have value for stormwater management/retention and groundwater recharge.
- dedicated open space has value as areas that protect riparian corridors, wetlands, ridgelines, wildlife corridors and natural vegetation;
- seeking funds for capital improvements and maintenance through impact fees and other funding methods is appropriate;
- it is wise to purchase land or easements in areas where future development is anticipated in advance of the development;

Based on the feedback from the public and discussion held by the Advisory Committee, more focused principles were formulated. The principles that emerged through this process were split into three categories: wellness, community and environment. The specific guidelines that should drive the Casper parks system development/maintenance process are as follows.

#### *Wellness*

- providing opportunities for residents of the community to be active outdoors improves their health and fitness and overall community wellness;
- different demographic groups in the community have different recreational needs;
- parks and paths must be appealing and offer a sense of comfort and safety;
- access to parks for pedestrians, cyclists and public transit users is important;
- parks, trails and open space must be located such that they provide convenient opportunities for as many residents as possible;

#### *Community*

- beautifying public spaces is important;
- recreational facilities should build on community assets like the North Platte River, drainageways, and Casper Mountain;
- marketing recreational facilities is necessary to maximize their use and benefit;
- park and pathway facilities should provide year round recreational opportunities ;
- maximizing efficiencies in facility operations and maintenance is critical;
- quality recreational facilities have a significant positive economic impact on the community;
- parks and open space should be an integral of a comprehensive land use plan and special area plans;
- seeking funds for capital improvements and maintenance through impact fees and other funding methods is appropriate;
- it is wise to purchase land or easements in areas where future development is anticipated in advance of the development;

### *Environment*

- natural open space areas offer educational opportunities to children and other segments of the population;
- dedicated open space has value as areas that protect riparian corridors, wetlands, ridgelines, steep slopes, wildlife corridors and natural vegetation;
- parks and open spaces have value for stormwater management/retention and groundwater recharge.
- sustainability in terms of plant selection, rest/recharge for vegetation, limited use of chemicals, low impact maintenance, and the use of green materials is important.

### Goals and Objectives

Developing an extensive list of goals and objectives is a valuable exercise and helps validate the values and principles of the community. It is necessary to narrow the list at some point and establish priorities to be able to retain the focus and move on to the establishment of strategies and action plans that will bring the most important goals and objectives to fruition. Through the goal and objective development process the following goals and objectives have been identified:

#### *Adopted Goals*

- Make our parks appealing to motivate people to spend more time enjoying them;
- Ensure that every household is within 1/3<sup>rd</sup> of a mile (10 min) of a quality park or school playground;
- Provide recreational opportunities for people of all ages and abilities.

#### *Specific Objectives*

##### PARK SYSTEM

- Develop parks in areas of the community which lack a neighborhood park
- Provide convenient access to all public open space;
- Provide access to all parks for pedestrians, bicyclists and transit riders;
- Undertake a park masterplan effort to identify and implement improvements or upgrades to Washington, Mike Sedar and Highland Park;
- Coordinate the development of new neighborhood parks with developers;
- Introduce unique and inviting features to select parks to make them more interesting and appealing;
- Adopt design standards for features and improvements;
- Promote the well-equipped yet underutilized parks.

#### EDUCATION

- Do more to disseminate information about the City's parks, trails and open spaces;
- Collaborate with groups and businesses involved in recreation to make full use of the park facilities;
- Institute programs that help strengthen the relationship between residents and their neighborhood park such as a park clean-up day or neighborhood picnic;
- Implement a park, trails and open space wayfinding system.

#### ENHANCEMENTS/UPGRADES

- Plant more shade trees;
- Explore ways to reduce the acres of irrigated turf grass that must be mowed;
- Provide a wide range of amenities to appeal to as many different park or potential park users as possible;
- Install permanent, year-round restrooms in the busiest parks;
- Extend the time that portable restrooms are in select parks;
- Create additional dog parks or off lease area;
- Provide a wider variety of outdoor water recreation opportunities;
- Provide more facilities for tots such as swings;
- Add more benches and shelters;
- Provide outdoor courts for a variety of activities such as volleyball, horseshoe, pickleball and bocce ball;
- Create looped walks in select parks;
- Evaluate the options available to provide fall protection in playstructure fall zones and make any necessary operational changes;
- Investigate or develop ways to fund park improvements.

#### Updating Goals and Objectives.

Overtime the needs of the community change. The Park and Open Space Goals and Objectives must be reviewed on a periodic basis to assess the effect of changes within the community. A cursory review should take place annually in conjunction with the capital improvement plan updates and a full review of the Plan should be conducted at least every 5 years. Changes in the community must be evaluated and the impact of the changes on the adopted goals and objectives must be examined. The order of goals and objectives will undoubtedly change with some goals no longer being pertinent and new needs emerging. The periodic review process will keep the plan up-to-date and help ensure that it will remain a helpful planning tool.



## 10. FACILITY CONDITION ASSESSMENT

Chapter 3 of this report provides information on the number of parks, their size and the amenities or improvements that are found within the parks. When combined with information on park use one can draw conclusions on overall improvement needs for the community and for individual neighborhoods. A determination of needs that would support a system expansion or replacement plan is incomplete without an assessment of the condition of facilities within the parks. As a part of this study, the amenities that affect the appeal a park may have were evaluated as to their condition. A summary of conditions coupled with a review of the number of facilities per park provides a meaningful assessment of where dollars would need to be spent to bring all Casper's parks to a uniform level.

### Condition Rating

For this study, park improvement conditions were assessed. Though each type of amenity has unique characteristics, the same method or process can be used to evaluate the conditions. In this manner, sound, rational decisions can be made regarding expenditures on the numerous park improvements, and decisions can be made on where to apply additional maintenance efforts or replacement funds.

The field assessments that were made did not go so far as to test the strength or integrity of structures such as field lights, ornamental lights, flag poles, bridges, walls, fences, buildings and shelters. Periodic inspections must be made to determine if infrastructure repair or replacement is necessary. Replacing a deteriorated tennis fence or light pole would clearly be a priority over the replacement of a table or bench.

### *General Rating Measures*

A four level assessment system was applied in this study. A four level system is sufficient to make distinctions between improvements or elements in terms of their condition. The ratings applied to the improvements are excellent, good, fair and poor. In general, a condition rating of excellent implies that the park improvement is essentially in new condition without any apparent wear or damage. Improvements that are in excellent condition do not require any repair, only cleaning and preventative maintenance.



Improvements in good condition require some minimal maintenance but no significant repair. Good condition implies superficial or cosmetic problems but nothing that limits the use or functionality of the improvement. Painting, coating and sealing are operations typically applied to improvements in good condition.

The functionality of improvements in fair condition has become a concern. The improvement is not dangerous and failure is not eminent, but significant work is needed to keep the improvement at a fair or better rating. At this level immediate replacement is not required and applying repairs is the cost effective approach to take. An improvement like a table or playstructure with one or more non-structural components to be replaced would be in fair condition. Rusting that has not weakened the unit but requires a significant amount of work to mitigate and make the unit presentable is a characteristic of a unit in fair condition.

An improvement in poor condition may be unsafe and should likely be removed or replaced. It may be possible to repair the unit but it is more cost effective to replace it. While the application of general ratings is helpful, a detailed assessment of the Casper park facilities requires a more fine-tuned rating system to help justify maintenance or replacement efforts. The detailed rating measures that were used are presented in Appendix E.

### Results of Condition Assessment

Applying these condition standards while making field observations allows for an assessment to be made on a park by park basis and for the overall park system. In total, a majority of the key amenities within the Casper parks system are in good or excellent condition. As reflected in Table 18, 54.7% of the amenities that were evaluated in the

parcs were found to be in good condition and 22.3% were found in excellent condition. Only 22.9% of the facilities were found to be in fair or poor condition.

The table provides a breakout of condition by amenity. Shelters and benches were found to be in top condition most often. Conversely, barbeque grills were in the poorest condition. When considering those facilities in fair condition, playgrounds and tennis courts stand out. Finally, swings were found to be in good or excellent condition more often than any other amenity.

**Table 18**  
**Park Amenity Conditions**

<b>Feature</b>	<b>Poor</b>	<b>Fair</b>	<b>Good</b>	<b>Excellent</b>	<b>Total (%)</b>
Tables	1 (0.8%)	21 (17.2%)	79 (64.7%)	21 (17.2%)	122 (100)
Shelters	2 (3.4%)	8 (13.7%)	29 (50.0%)	19 (32.7%)	58 (100)
Benches	2 (1.2%)	28 (17.6%)	69 (43.3%)	60 (37.7%)	159 (100)
BBQs	13 (26.5%)	2 (4.1%)	29 (59.3%)	5 (10.2%)	49 (100)
Playground	4 (7.8%)	25 (49.0%)	17 (33.3%)	5 (9.8%)	51 (100)
Swings	0 (0.0%)	10 (12.6%)	59 (74.6%)	10 (12.6%)	79 (100)
Tennis Ct.	0 (0.0%)	6 (42.8%)	8 (57.1%)	0 (0.0%)	14 (100)
Basketball Ct.	1 (11.1%)	1 (11.1%)	6 (66.6%)	1 (11.1%)	9 (100)
<b>Total</b>	<b>23 (4.2%)</b>	<b>101 (18.7%)</b>	<b>296 (54.7%)</b>	<b>121 (22.3%)</b>	<b>541 (100)</b>

### *Amenity Condition by Park*

As was the case in the simple facility count, 9 neighborhood parks were adequate or better in terms of what they had to offer. From a park improvement standpoint, these parks serve the neighborhoods well. Focusing on facilities in good and excellent condition would again highlight those parks that are in good shape where improvements are generally not needed.

Focusing on those parks where there are problems helps identify where significant repair or replacement efforts are needed. Table 19 lists the parks where facilities in poor or fair condition are found. The table shows that on the day the assessment was made, the table that was in poor condition was in Fun Valley Park, the broken benches were in City Park and Green Meadow Park and the playgrounds in the worse condition were in Conwell, Green Meadow, City and Nancy English parks.

**Table 19**  
**Park Amenities in Poor or Fair Condition**  
**by Park.**

<b>Feature</b>	<b>Poor</b>	<b>Park Location</b>	<b>Fair</b>	<b>Park Location</b>	<b>Priority Replacement or Upgrade</b>	<b>Remove or Downsize</b>	<b>Add</b>
Tables	1	Fun Valley	21	Interstate, Yesness, City, Conwell, Eastdale, Long, Meadowlark, North Mike Sedar, Sage, Westwood, Amoco, Highland, Nancy English	Fun Valley, Conwell, Sage, Long, Interstate		Huber, South Eastdale, Long, Sage
Shelters	0		8	Conwell, Eastdale, Westwood, Nancy English, Green Meadow, Meadow, Crossroads, North Platte River	Adams, Nancy English		
Benches	2	Green Meadow, City	28	North Platte River, Fun Valley, Amoco, Paradise Valley, Suzie McMurry	Paradise Valley, Suzie McMurry	Green Meadow, City, Amoco	Garden Creek, Nancy English, Yesness
BBQs	13	Washington, City, Amoco, Freedom, Meadow, Meadowlark, Garden Creek, Huber	2	South Mike Sedar, Westwood	Washington, City, Conwell, South Mike Sedar, Amoco, Huber	Meadow, Garden Creek, Westwood, Freedom, Meadowlark	
Playground	4	Conwell, Green Meadow, City, Nancy English	25	Washington, City, Meadow, Meadowlark, Huber, South Mike Sedar, Westwood, Crossroads, Paradise Valley, Eastdale, Fairdale, Conwell, Beech Street Transit Plaza, Adams, Harden, Long, Sage, Meadow, Washington	Conwell, City, Washington, Green Meadow, Paradise Valley, Fairdale	Washington, Crossroads, Meadow, Eastdale, Nancy English, Paradise Valley, Adams, Marion Kriener	Paradise Valley Recreation Addition
Swings	0		10	Green Meadow, Meadowlark, South Mike Sedar, Freedom, South Mike Sedar	South Mike Sedar, Green Meadow, Meadowlark	Freedom	
Tennis Ct.	0		6	South Mike Sedar, Highland			
Basketball Ct.	0		1	Huber	Huber		Washington, S. Mike Sedar

## **11. FACILITY REPLACEMENT AND EXPANSION PLAN**

The assessment of the condition of facilities within a park coupled with the inventory of the actual number of facilities by park or neighborhood, how well used the facilities are, and the expression of importance or needs voiced by the community, supports the development of a replacement and expansion plan. This plan will provide specific direction on where improvements should be made and the nature of those improvements. Certain improvements are very costly to make. Developing a detailed replacement and expansion plan helps to insure that investments of the right kind are being made in the right park.

Given the goals of the community, the level of use within a park, the depth there is in each park in terms of what it has to offer, and the condition of the improvements, recommendations can be made regarding where facilities should be replaced, where they should be upgraded and in some cases where they can be downsized or removed. The parks that had the least to offer the neighborhood were: Marion Kriener, Meadow, Paradise Valley Pool, Dallason, Harden, Adams and Freedom. In terms of usage, these all saw relatively low use with the exception of Adams Park. The other parks that had limited use were: Fun Valley, Garden Creek, Green Meadow, Meadowlark, North Mike Sedar, Westwood and Zonta parks.

Replacing facilities in high use parks that are in poor condition makes sense. Replacing barbeques in Washington, Highland, and Conwell parks is appropriate, as is replacing the playgrounds in City Park and Conwell. Conversely, replacing the barbeques in Meadowlark and Meadow parks would likely do little to increase activity in those parks. In addition to listing the amenities in fair or poor condition by park, Table 19 offers recommendations on facilities to replace or upgrade by park, amenities to remove or downsize and locations where certain amenities are lacking and would make a significant difference in the park and neighborhood.

The condition of the fall material comes into play in the rating of playstructures. Pea gravel is the most common type of fall material in the Casper parks. Shredded wood produced through a grinding process is being used more and more frequently. There are no Casper parks with crumb rubber or poured in place rubber. Pea gravel can become compacted and wood fiber decomposes and can blow away. Complaints have been received regarding children receiving slivers from the shredded wood. Though it is much more expensive, poured in place rubber may be worth using in a few of the most popular parks to ensure adequate protection without continual maintenance.

Most of the features in the replace or upgrade column are straight replacements. Given the poor performance of most barbeque grills the new replacement grills should be upgraded to a more substantial model. The playgrounds in Conwell and Paradise Valley do not offer much in the

way of inviting features and should be upgraded. Finally the basketball court in Huber should be upgraded with a quality playing surface.

### Facility Removal

Because of the limited use, there are facilities in fair or poor condition that can be replaced with more modest facilities or removed all together. The broken benches in City and Green Meadow parks do not need to be replaced and barbeque grills are not needed in Meadow, Garden Creek, Westwood, Freedom or Meadowlark parks. The middle playstructure in Washington Park that is in fair condition gets limited use now that the new playground is in place and can be removed. The Marion Kriener playstructure is not needed with the very adequate facilities in Matt Campfield Park and North Casper Elementary School close by. A number of quality playgrounds exist at parks and schools in the vicinity of Nancy English Park. Therefore, a small tot-lot may be adequate as a replacement in Nancy English Park rather than a more extensive playstructure.

### Facility/System Expansion

Based on the direction received through the development of the goals and objectives by stakeholders, and the review of the current recreational opportunities by neighborhood, some additions are recommended. In certain cases the acquisition of additional property or easements is warranted while in other cases property that is already held by the City should be developed. Finally, there are additional elements or facilities needed in parks or along paths where they don't currently exist.

### *Parkland*

The City is the owner of a number of undeveloped parkland properties. These parcels are in the Sunrise area, Mesa Addition and west of Robertson Road in the Trails West area. Some of these parcels will eventually be developed as parks someday but others may not be needed for parks given their close proximity to more suitable park properties.

Through the 1/3<sup>rd</sup> mile service area assessment, some of the areas within the community that are not well served by parks were identified. As is indicated in Map 2, there are neighborhoods north of Casper College, south of Fairdale Park, east of Wyoming Boulevard and east of the Elkhorn Creek drainageway where a significant number of homes are more than 1/3<sup>rd</sup> of a mile from a neighborhood park. While property within these neighborhoods that would be suitable for a park may be difficult to find and costly to purchase, there may be other options to satisfy this need.

Dean Morgan Middle School and Centennial Middle School fall within areas without a neighborhood park. Both schools have over 3.0 acres of open space which is one of the most valued assets in a neighborhood park. Picnic facilities and playgrounds are the other key elements that make up a complete neighborhood park. While installing a playground at a middle school may be problematic, installing a picnic shelter could create an inviting area for recreation for the neighborhood which would be appropriate. A shelter could also be used by students, teams, and as outdoor classroom space. It is recommended that picnic shelters be installed at Dean Morgan Middle School and Centennial Middle School to help meet the park and recreational needs of those underserved neighborhoods.



As the community grows more parks will be needed. As addressed in Chapter 3 of this report, the City of Casper exceeds recognize national standards for the amount of both total and developed parkland per thousand residents. Though the total amount of parkland may be adequate, parkland will be needed in proximity to new subdivisions as they develop.

The Casper Area Vision and Comprehensive Plan projects community growth in the Allendale Area, Squaw Creek and the Mesa Addition. While there is a 4.4 acre parcel of dedicated parkland in the Mesa Addition there is no dedicated parkland in Squaw Creek or east of Allendale. At the present time developers are not required to provide property or funds in lieu of property for park improvements. Park impact fees have been considered, and the obligation of developers to assist with park development may change in the future. In the absence of an obligation to develop a park, the City may want to consider the acquisition of property for a park in advance of the development of a subdivision to secure the land at a lower cost. While achieving some connectivity with a park in the Squaw Creek area may be difficult, securing property along Sage Creek at the extension of Beverly Street could be readily served by the Sage Creek Pathway. Floodplain property along Sage Creek would be very suitable for a park yet costly to develop for housing. A parcel of property for a park could hopefully be acquired along this drainageway at a reasonable cost.

## *Parks*

As noted above, there are existing park properties that that should be developed at some point and properties that may never be needed. Buckboard Park in the Cottonwood Addition west of Robertson Road was developed in 2011. This park serves over 700 households who had previously been without a neighborhood park. The Trails West area further to the west was platted with 5 park parcels. It is recommended that either the parcel platted as Park No. 6 or platted as Park No. 8 be developed since they are in a more central location and would better serve the existing and future homes in the area. The other park parcels could be vacated as parkland and sold or traded. The detention area in the Prairie Estates I addition has approximately 1.0 acre of flat ground that could be developed as a mini park.

Residential development is occurring in the Mesa Addition. At the present time a marginal path connects the Mesa Addition with Meadowlark Park. As development continues it will become necessary to develop the 4.4 acre parcel that has been dedicated for a park. In addition to, or in exchange for that parcel, a 7.9 acre parcel that is level but unsuitable for residential development could be developed into a park. Both of the parcels would be tied into the Mesa Pathway system that would eventually connect the CAP/Roosevelt School with the old CY Junior High property.

Goodstein Park and Stoneridge Park are undeveloped park properties south of Wyoming Boulevard in the vicinity of Mountain Road. In that the Stoneridge Addition is separated from the Sunrise addition by Mountain Road, it would be prudent to develop Stoneridge as a mini park. A 9.3 acres school/park lot was platted with Sunrise No. 7. A significant portion of the site is at a steep grade, limiting the amount of level ground that is the most desirable for a park to approximately 3.0 acres. Preliminary plans for the park suggest a picnic shelter, playground with a playstructure and swings, grassed open play area and a walking path. The unimproved portions of the park will be attractive for children and dog owners making this a very adequate neighborhood park.

## *Open Space*

With North Platte River Park, Morad Park, Yesness Park, and the five greenway tracts along Garden Creek, the City has an ample supply of open space. While North Platte River Park, Morad Park and Yesness are open and easy to traverse the greenway tracts along Garden Creek are more inaccessible and less inviting. Native plants and animals flourish in the open space areas. There are issues, however, with certain types of invasive weeds and the all too common Russian olive tree. Other issues that come into play in the greenways and open space tracts are fire suppression, litter control, and stormwater management. Improving access to all areas can help significantly with fire suppression and litter control. Native riparian vegetation can be very

effective at slowing down stormwater flows. In areas where the channels or banks have been disturbed, erosion control measures may be warranted to replace lost vegetation and keep silt levels down. While removing extensive areas of vegetation is not wise or fitting, improving access can support the appropriate level of management.

As is the case with developed parks, there may be a need for open space in a growing part of the community. There are privately owned open space tracts within the community that are generally accessible to the public but are not under public control. The open space tracts in Centennial Hills Village, Vista Ridge and Elkhorn Valley are privately held. While the Centennial Hills Village and Vista Ridge tracts are formally designated as public open space, at this point Elkhorn Creek is not.

As noted above, the area east of Allendale is viewed as a likely future growth area in Casper. Two neighborhood parks or one community park within that area would be warranted. If parks are developed in the Sage Creek Drainage, it would be fitting to create a greenway along the creek south of E. 21<sup>st</sup> Street and add an extension of the Sage Creek pathway to the new park.

The greenway may terminate at the park or continue to Wyoming Boulevard. It is conceivable that a continuous greenway could be developed from E. 15<sup>th</sup> Street to Wyoming Boulevard and beyond.



Other than the Sage Creek pathway extension, greenway trails or paths are proposed in Yesness

Park, through Regency Valley, along Garden Creek, in the Elkhorn Creek drainageway and around Lake MacKensie. Soft surface aggregate trails have been developed in Yesness Park and North Platte River Park. Similar trails may be appropriate in some of the other greenway tracts. No additional trails or paths are proposed for the two Garden Creek tracts that lie south of Green Meadows Drive. It is proposed that trail segments be developed in the Garden Creek greenway running from Adams Park to W. 25<sup>th</sup> Street and from W. 25<sup>th</sup> Street to Nancy English Park. There are excellent street connections to the west and south of Adams Park making that an ideal trailhead for the Garden Creek Trail.

The owner of the area that makes up the Elkhorn Creek drainageway is considering the establishment of a pathway easement that can be used for the enjoyment of the community. Any development within the drainageway will likely be north of E. 12<sup>th</sup> Street. The Long Lakes or Knife River property across the North Platte River from the wastewater treatment plant has been viewed as a future recreational area by some. A previous owner offered to make the property available to the community once the sand removal operations were complete which prompted the Platte River Trail Trust to commission the writing of the *Long Lake Park Masterplan* in 1999. The ownership of the property has changed and sand removal operations are still continuing. Further discussions will need to take place before this area can be developed and the Platte River



Trail extend through the Long Lakes property and connected with Reshaw Park in Evansville.

As noted in Chapter 3, the City of Casper has an extensive pathway system.

Opportunities exist to extend current paths to serve growing areas of the community or close gaps in the system and

improve overall connectivity. While the Platte River Trail now extends from Bryan Stock Trail to Paradise Valley there is interest in eventually connecting to the Evansville riverside path to the east and Robertson Road to the west. Extending the paved portion of the Casper Rail/Trail to Curtis Street and establishing a connection to the Platte River Commons on the west end will essentially complete this important path that connects much of the community. Other than the Elkhorn, Sage and Garden Creek paths or trails previously mentioned, connecting paths are envisioned in the Mesa area and Wolf Creek/Mountain Plaza. In these sections of the community detached paths will play a role but most of the system will take the form of wide sidewalks. Finally, extensive paths are envisioned along roads which encircle the community like Wyoming Boulevard, Amoco Road, and Mountain Road. Constructing paths within the

right-of-way but away from the roadway is desirable, however, in some situations a wide shoulder may be the only option.

### *Additional Park Amenities*

There are locations where, based on assessments of use, comparisons of parks, and the views of staff and the public, additional park amenities are needed. Benches are recommended in a number of locations where they don't currently exist. The use of the existing benches was found to be low, however, it is believed that this may be a function of where they are located. For example, there are 19 benches in Matt Campfield Park. During the site observations there were some benches that were never used.

There are only 3 benches in Washington Park which includes the portable aluminum benches by the swimming pool. There are no benches near the second busiest playground in the City. There were also a number of instances observed where individuals were sitting on the top of the picnic tables in Washington Park. It is recommended that benches be installed around the playgrounds in Washington Park and at a few well shade, carefully selected locations in the Park where individuals would want to sit and relax.

In addition to Washington Park, benches are recommended in locations where individuals would like to sit in comfortable, relaxing surroundings, notably Nancy English Park, Garden Creek Park and Yesness Park. Benches are recommended at the street crossings along the Sage and Long drainageway paths and at key locations along any future paths to provide users with a place to rest, relax and watch.

Permanent tables on pads are warranted in a few locations. The parks where tables are recommended already have a shelter and table, however, they are distant from the street or parking lot. It is recommended that a table with pad be installed near the street at South Eastdale Park, Long Park and Huber Park and near the parking lot in Sage Park. In that most people are unwilling to carry picnic supplies any real distance, tables are not recommended along any of the new paths.

Play equipment is the most expensive amenity in a park. Most of Casper's developed parks have playgrounds. Most of the structures have been in place for more than 15 years and, as noted above, many should be replaced. The only existing park where a new playground is recommended is adjacent to Paradise Valley Pool. Less than 1/3<sup>rd</sup> of the homes in Paradise Valley are served by the playgrounds at Paradise Valley Park and Paradise Valley School. A playstructure and swing set at the Paradise Valley Pool would serve a significant number of

families. Swings are an inviting and well used feature in many parks. Other than Paradise Valley Pool, swings are recommended at two community parks, Highland and Centennial.

The City of Casper has purchased playground equipment, benches, tables, and other improvements from a number of vendors. There is value in using all the same equipment from the same supplier from a maintenance, repair and replacement standpoint. High quality equipment can be procured from different vendors, and the City can enjoy a significant savings by accepting comparable equipment through the bidding process. In addition, the character of a park is strongly influenced by the improvements and more formal features can be justified in larger destination parks while basic facilities may be adequate in a small neighborhood park. Design standards that identify a number of bench types, for example, from a few key vendors can help develop an interesting yet easy to maintain park system.

## 12. PROMOTION AND WAYFINDING

Many communities adopt the “if you build it they will come” philosophy when it comes to promoting parks and outdoor recreation facilities. A few communities do little more than put identification signs at the parks, while others publish a matrix on parks and amenities in an activities guide or telephone directory. Many communities see the value of actively promoting their parks to encourage residents and visitors to use and enjoy the parks which the municipality has worked hard to develop and maintain. Interactive websites are used to allow people to perform a search by facilities or location and access maps and photographs of the parks to help them decide which one to visit. The City of Casper parks have been loading into Google-maps which enables potential users to search for a park and view it from an adjacent street. While it may not be feasible to post detailed information on each park in Google-maps, it is possible to create a map link on the City Parks webpage to display a specific park.

The City of Casper subscribes to the North Star Publishing ParksReviews program. Through this online and mobile service residents and visitors can learn about certain parks and access a map showing the location of the parks that are in the system, parks that were selected because they are convenient and popular with travelers. In 2013, 134 individuals accessed ParksReviews to learn about the 11 parks that are now in the system.

As noted in Chapter 6 on the adequacy of park facilities, some well-equipped parks see relatively low use. As an alternative to spending considerable dollars maintaining and upgrading popular parks, effort could be spent promoting less popular but comparable parks. In this manner, the longevity of the popular park can be increased and the overall capacity of the park system can improve when all the parks are used to their fullest.

### Wayfinding

Wayfinding is the process of helping residents or visitors locate parks or other attractions or facilities. The system generally includes decision signs that let the public know what is available in the community or section of the community. Directional signs are placed on major arterial or collector streets to help direct users to the neighborhood where the park is located. Finally, a series of maps may be needed to lead the interested party to more secluded parks or open space tracts. Wayfinding signs are needed on streets and on bikepaths or trails. A motorist who gets lost is inconvenienced for a period of time. A walker, runner or cyclists may use up precious time and energy if they are unable to find their destination. Quality wayfinding systems can be more important along bike routes than streets.

A significant number of parks like Long, Conwell, Morad and Highland are located on major streets. Well placed signs that identify the park and direct the user to a parking lot or park entrance are adequate in these cases. Other quality parks like Matt Campfield and Centennial have a lot to offer but are difficult to find. Directional signage is warranted for all Casper parks. The destination parks that are the most difficult to find and the nearest major street where a directional sign would be most helpful are listed in Table 20.

**Table 20**  
**Difficult to Find Parks**

<b>Park</b>	<b>Address</b>	<b>Nearest Major Street</b>
Matt Campfield	1219 N. Beech Street	“K” Street
Riverview	1032 East “L” Street	“K” Street
Centennial	4001 Ft. Caspar Road	Wyoming Boulevard
Eastdale	202 N. Minnesota Street	E. 2 <sup>nd</sup> Street
Huber	3031 E. 5 <sup>th</sup> Street	E. 2 <sup>nd</sup> Street and Country Club Drive
Alta Vista	2400 S. Jackson Street	S. McKinley Street
Adams	2925 S. Coffman Street	Wyoming Boulevard
Buckboard	6431 Buckboard Road	Robertson Road
Meadowlark	2324 Partridge Lane	CY Avenue and Wyoming Boulevard
Paradise Valley	31 Begonia	CY Avenue

### **13. CAPITAL PLAN**

Numerous park improvement projects were outlined in Chapter 11. To make these projects a reality requires the development of a capital plan that establishes priorities and lists projected costs. With the creation of a rational capital plan, resources can be programed and an implementation process can be formulated to help upgrade the parks in a systematic manner.

#### Funding Levels

The City of Casper dedicates a significant level of effort to the maintenance and upkeep of the park system. The City Council has consistently supported the Parks Division with the funds needed to maintain a system of quality parks. In recent years, approximately \$2,500,000 has been spent on park operations annually. In terms of capital improvements, an average of \$550,000 per year is spent on park improvement replacements and upgrades. At that rate, an estimated \$8,250,000 will be spent on our existing parks over the next 15 years. An average of \$472,000 was spent on each of the 5 parks that were built since 2000. Adding as many as 9 new parks in the next 15 years will push the funding of a park program to over \$12,750,000. The development of a long term capital plan is essential if the amount of funding necessary to support an expanding park system is to be secured.

#### Range of Improvements

This study, including the public survey effort, has focused largely on park amenities. While the amenities are what is generally recognized by the public when they select a park and judge the quality of the park system, underlying costs which are overlooked such as irrigation, parking, walks and lighting are significant. The parks that were built after 2000 cost \$2,360,000. The park amenities, including benches, waste receptacles, tables, shelters, playgrounds, walking paths, and swings totaled \$731,285 or 31% of the total cost. The \$550,000 per year that has been spent on parks includes the infrastructure improvements like irrigation and lighting. Applying the ratio of amenity costs to total park capital costs suggests that the current level of funding would support \$170,500 per year in new or replacement equipment.

Table 21 outlines the park amenities that are in fair or poor condition which should be replaced. It also offers recommendations on additional improvements warranted in certain parks. When the few park specific suggestions that were received from the public are taken into account a prioritized capital improvement schedule can be prepared.

#### **Table 21**

## Amenity Capital Plan

Park	Short Term (1-5yrs)	Mid Term (6-10yrs)	Long Term (10+yrs)	Cost
Adams		playground, shelter		\$57,000
Amoco	barbeque, 2 benches, bike rack	2 tables, 2 benches		\$8,960
City	playground, barbeque	3 tables	2 waste receptacles	\$42,260
Conwell	playground	2 tables, barbeque		\$39,160
Crossroads		shelter, bike rack	playground	\$58,000
Eastdale	table	playground	table	\$38,160
Fairdale		playground	playground	\$70,000
Fun Valley	2 tables	2 benches	bike rack	\$6,060
Garden Creek		2 benches		\$1,900
Green Meadow	2 benches, playground	table, 2 swings		\$41,480
Harden			playground	\$35,000
Highland	table, 3 bike rack	2 tables		\$7,740
Huber	table	barbeque		\$2,580
Long		2 tables, bike rack	playground	\$39,160
Meadow			shelter, playground	\$57,000
Meadowlark	2 swings	table	bike rack, playground	\$40,580
Nancy English	playground, 2 swings	shelter, 2 benches	2 benches	\$63,800
Paradise Valley	4 benches, playground	2 benches, 2 bike rack		\$42,700
Paradise Valley Pool		playground		\$35,000
Sage	bike rack	2 tables	playground	\$39,160
South Mike Sedar	barbeque, playground	barbeque, bike rack	6 swings	\$41,000
Verda James	table			\$1,580
Washington	barbeque, 5 benches	playground, barbeque	3 tables	\$46,490
Westwood	shelter		table	\$23,580
Yesness			3 benches	\$2,850
Cost	\$280,400 (\$268,830)	\$280,400 (\$286,200)	\$280,400 (\$286,170)	\$841,200 (\$56,093/yr.)

The useful life of park amenities depends on the type of feature, its use, and the level of maintenance. A barbeque grill that is not cleaned out regularly will only last a few years while a heavy duty bench may last many years. Generally, 15 to 20 years is considered an appropriate replacement schedule for park equipment. The Capital Improvement Plan as reflected in Table 22 is structured around a 15 year replacement schedule. During that 15 year period it is recommended that the following amenities be purchased for the current parks:

28 benches	12 swings
26 tables	8 barbeques
17 playgrounds	4 shelters
12 bike racks	2 waste receptacles

Only 25 of the City's parks are listed in the capital improvement table. This shows that a significant number of Casper's parks are well equipped with amenities that are generally in good condition. At the other end of the spectrum there are a few parks that need over \$50,000 in new or upgraded amenities. The new equipment has been categorized as short, mid or long term improvements. An attempt has been made to assign the same level of funding to each term.

Based on the funding levels that have been projected, it would appear that there are ample dollars available for the listed projects. Clearly, more needs will be identified over time and costs always seem to be higher than anticipated. There are also hidden or related costs that push overall project costs up. If future parks are to be built there will be a need for a significant level of funding. Programmed or earmarked funds that are not needed for improvements could be applied to the construction of new parks.



## **14. PLAN REVIEW AND UPDATE**

### Ongoing Review

For any plan to be effective it must be subjected to periodic reviews. The initial plan can be viewed as an assessment of the park system and community needs at a point in time. A database on park properties and improvements should be maintained so that at any point in time an accurate statement can be presented on the status of the park system. Such an assessment should be made on an annual basis. Conducting the assessment in the fall would provide the management staff and decision makers with good information that can be used to prepare operating budgets, equipment replacement plans and capital plans for the following year.

### 5-year Update

The character of the community and residents' needs and desires regarding recreation change over time. Unless there are significant events that warrant an immediate plan update, it is generally sufficient to do a comprehensive review of the community's needs every five years. Ideally this would involve an assessment of community growth trends and demographic changes. Engaging in a public survey or opinion process is very helpful though it can be time consuming and costly. The results of the public opinion process can be used to re-evaluate the principles, goals and objectives. Principles may not change to any real degree in a five year period, and more goals may be added while a smaller number are dropped. Plan objectives may change significantly. These then help drive the actions pertaining to investments or operations. While changes will be made annually through the planning and budgeting process, longer term changes involving more dollars and larger impacts will come about through the plan update process.

Engaging in a formal plan update process provides community leaders with clear direction on what the communities needs are. With the results of a sound assessment process to fall back on, it is possible to go forward with some needed initiatives that may be hard to justify without the backing of a plan update. The update would help guide internal program funding decisions. The update can also be instrumental in getting outside funding through foundations, agencies and the public. The update should identify when and where new parks or park expansions are warranted. This would be critical information if private developers are required to provide land or funding. The more solid the community assessment the easier it is for decisions makers to compel those who are obligated to fund certain improvements to do so.

## **APPENDICES**

- i. Park Properties
- ii. Park Property Amenities
- iii. Field Work Methodology
- iv. Public Survey and Results
- v. Specific Facility/Improvement Rating Measures

**Appendix A**  
**Park Properties**

<b>Property/Park</b>	<b>Location</b>	<b>Classification</b>	<b>Total Acreage</b>	<b>Developed Acreage</b>	<b>Date Established</b>	<b>Date Improved</b>
Interstate	N. Center St. and "E" St.	Mini	0.5	0.5	1950	1967
Patterson-Zonta	W. 13 <sup>th</sup> St. and SW Wyoming Blvd.	Mini	5.71	1.5	1965	1974
Werner Park	5021 E. 15th St.	Mini	1.75	0.0	1951	
Waterworks Park	SE Wyoming Blvd. at water plant	Mini	6.53	6.53		1996
Tip Top Park	E. 10 <sup>th</sup> St. and S. Missouri St.	Mini	0.13	0.13	1962	1962
North Platte Industrial Park	Wilkins Circle	Mini	2.65	0.0	1979	
North Poplar Pathway	North Poplar St.	Mini	6.29	6.29	1979	
<b>Total (7)</b>			<b>23.58</b>	<b>14.95</b>		
Adams	S. Coffman Ave. and Brookview Dr.	Neighborhood	1.96	1.40	1956	1969
Alta Vista	S. Jackson St. and S. 24 <sup>th</sup> St.	Neighborhood	1.14	1.14	1978	2007
Begonia	1800 Begonia	Neighborhood	1.21	0.0	1979	
Buckboard	Buckboard Rd. and Herrington Dr.	Neighborhood	3.75	2.50	1982	2011
City	S. Center St. and E. 7 <sup>th</sup> St.	Neighborhood	4.09	4.09	1928	
Conwell	E. 2 <sup>nd</sup> St. and Conwell St.	Neighborhood	2.84	2.84	1912	1923
Dallason	Burlington Ave. and N. Melrose St.	Neighborhood	0.58	0.58	1982	1970
Eastdale	Drake Place and Minnesota St.	Neighborhood	4.77	4.77	1950	1954
Fairdale	Glendale Ave. and E. 15 <sup>th</sup> St.	Neighborhood	3.14	3.14	1975	1978
Falcon Crest III	E. 26 <sup>th</sup> St. and S. McKinley St.	Neighborhood	8.39	0.0	2007	2008

Property/Park	Location	Classification	Total Acreage	Developed Acreage	Date Established	Date Improved
Freedom	W. 14 <sup>th</sup> St. and S. Willow St.	Neighborhood	0.74	0.74	1942	1969
Fun Valley	E. 21 <sup>st</sup> St. and Nottingham St.	Neighborhood	1.97	1.97	1987	1984
Garden Creek	2361 Coffman Ave.	Neighborhood	1.41	1.41	1950	1966
Goodstein	5901 S. Walnut St.	Neighborhood	9.29	0.0	1981	
Green Meadow	1520 W. 39 <sup>th</sup> St.	Neighborhood	0.67	0.67	1964	1979
Harden	Sun Dr. and N. Sinclair Place	Neighborhood	0.78	0.78	1969	1976
Huber	E. 5 <sup>th</sup> St. and Lion Ct.	Neighborhood	4.78	4.78	1956	1966
Marion Kriener	E. "K" St. and N. Kimball St.	Neighborhood	1.34	1.34	1967	1968
Long	Gannet St. and Shannon St.	Neighborhood	2.24	2.24	1975	1978
Matt Campfield	E. "L" St. and N. Beech St.	Neighborhood	2.83	2.83	2000	2006
Meadow	W. 15 <sup>th</sup> St. and S. Laurel St.	Neighborhood	3.36	3.36	1954	
Meadowlark	Meadowlark Dr.	Neighborhood	7.06	4.65	1975	1979
Mesa No. 3	Arrowhead St. and Central Blvd.	Neighborhood	4.33	0.0	1981	
North Mike Sedar	S. Poplar St. and College Dr.	Neighborhood	9.41	5.89	1965	1965
Paradise Valley	Paradise Dr. and Riverbend Rd.	Neighborhood	10.94	10.94	1982	1982
Paradise Valley Pool	Iris and Valley Dr.	Neighborhood	5.38	1.96	1987	1989
Platte View Bluffs	Paradise Dr. and Riverbend Rd.	Neighborhood	3.14	2.34	1979	2004
Prairie	Indian Scout Dr. and Whiskey Gap Rd.	Neighborhood	4.98	0.0	1979	
Pratt No. 2	E. 21 <sup>st</sup> St. and Wyoming Blvd.	Neighborhood	5.42	0.0	1977	
Pratt No. 4	E. 15 <sup>th</sup> St. and Bon Ave.	Neighborhood	20.95	0.0	1978	
Riverview	St. Mary St. and E. "L" St.	Neighborhood	9.42	7.69	1938	1932
Sage	E. 15 <sup>th</sup> St. and Derington Ave.	Neighborhood	2.96	2.96	1958	1968
Southridge	Knollwood Dr. and W. 29 <sup>th</sup> St.	Neighborhood	1.10	1.10	1958	1964
Stoneridge	5139 Stoneridge Way	Neighborhood	0.89	0.0	2002	
Suzie McMurry	E. 21 <sup>st</sup> St. and Newport St.	Neighborhood	2.76	2.76	1990	2003
Trails West #5	Remuda	Neighborhood	1.65	0.0	1982	

Property/Park	Location	Classification	Total Acreage	Developed Acreage	Date Established	Date Improved
Trails West #6	Village Dr.	Neighborhood	2.05	0.0	1982	
Trails West #7	Trappers Trail	Neighborhood	0.68	0.0	1982	
Trails West #8	Whispering Springs Rd.	Neighborhood	0.78	0.0	1982	
Verda James	Carriage Ln. and Bretton Dr.	Neighborhood	4.08	4.08	1975	1978
Westwood	Desmet St. and Sheridan Dr.	Neighborhood	2.33	2.33	1956	1968
Wolf Creek	Kodiak and Otter	Neighborhood	5.45	3.64	1983	2005
Total (42)			157.75	90.92		
Average			3.76	3.03		
Adventure Playground	1081 N. Poplar St.	Community	1.57	1.57	1979	2004
Amoco	1155 W. 1 <sup>st</sup> St.	Community	9.62	7.71	1987	1987
Centennial	Stewart St. and Miller St.	Community	1.81	1.81	1920	1989
Highland	E. 4 <sup>th</sup> St. and S. Beverly St.	Community	33.92	25.94	1897	1973
South Mike Sedar	College Dr. and S. Oak St.	Community	26.29	20.58	1956	1965
Washington	E. 10 <sup>th</sup> St. and S. McKinley St.	Community	26.98	24.83	1929	1970
Wells	1610 E. "K" St.	Community	3.57	3.57	1968	1968
Total (7)			103.76	86.01		
Crossroads	1101 N. Poplar St.	Athletic Facilities	43.48	35.75	1979	1980
Field of Dreams	1355 E. "K" St.	Athletic Facilities	18.49	10.67	2002	2008
North Casper	1610 E. "K" St.	Athletic Facilities	68.42	63.79	1968	1969
13 <sup>th</sup> and Sycamore	2151 W. Collins Dr.	Athletic Facilities	3.66	3.66	1999	1970
Casper Skatepark	E. 15 <sup>th</sup> St. and S. Durbin St.	Athletic Facilities	1.04	1.04	1997	1997
Boys & Girls Club Skatepark	1701 E. "K" St.	Athletic Facilities	0.98	0.98	2007	2007
Total (6)			136.07	115.89		
North Platte River Park	Events Dr. and East Rd.	Regional	978.09	350.06	1979	1975
Stuckenhoff Sport Shooters Complex	Metro Road	Athletic Facilities	173.60	173.60	1985	1987

Property/Park	Location	Classification	Total Acreage	Developed Acreage	Date Established	Date Improved
Total (2)			1,151.69	523.66		
Ft. Caspar	4001 Ft. Caspar Rd.	Interpretative	31.58	19.79	1960	1969
Nancy English	S. 23 <sup>rd</sup> St. and Odell St.	Interpretative	9.46	9.46	1952	1970
Beech Street Transit Plaza	Beech St. and E. 2 <sup>nd</sup> St.	Interpretative	2.72	2.72	2002	2009
Veterans	Park St. and E. 2 <sup>nd</sup> St.	Interpretative	0.55	0.55		1933
CY Right of Way	CY Ave. and Wyoming Blvd.	Interpretative	0.63	0.63		2004
Mormon Trail Park	Wagon Master Road	Interpretative	11.08	0.0	1982	
Total (6)			56.02	33.15		
Morad	2800 Morad Park Rd.	Open Space	38.96	10.13	1965	1974
Yesness	4100 Yesness Park Rd.	Open Space	71.07	8.59	1960	1970
Westwood Greenway	Desmet St. and Sheridan Dr.	Open Space	1.69	0.0	1953	
Garden Creek Greenway	2361 S. Coffman Ave.	Open Space	5.55	0.87	1950	
Adams Greenway	S. Coffman Ave. and Brookview Dr.	Open Space	10.48	0.0	1966	
Green Meadow Greenway	1520 W. 39 <sup>th</sup> St.	Open Space	11.25	0.26	1964	
Sunrise Greenway	Sunrise Dr. and W. 44 <sup>th</sup> St.	Open Space	5.31	0.0	1977	
Regency Valley Greenway	Granada Ave. and Vista Royale	Open Space	3.90	0.0	2003	
Lake MacKensie	Bryan Stock Tr. and Emigrant Tr.	Open Space	36.70	6.14	1953	1993
Ridgecrest	West of Valley Hills	Open Space	38.99	0	1967	
River Lots	Trevett Ln. and Robertson Rd.	Open Space	24.59	0	1979	
Asbell Lot 7	W. 1 <sup>st</sup> St. and Nichols St.	Open Space	6.64	0	1973	
Total (12)			255.13	25.99		
Burlington	501 N. Center St.	Landscaped Areas	0.45	0.45	1980	1984
12 <sup>th</sup> and McKinley	E. 12 <sup>th</sup> St. and S. McKinley St.	Landscaped Areas	0.47	0.47	1997	1999
13 <sup>th</sup> and Collins Drive	W. 13 <sup>th</sup> St. and W. Collins Dr.	Landscaped Areas	0.71	0.71		
15 <sup>th</sup> and Poplar	W. 15 <sup>th</sup> and S. Poplar St.	Landscaped Areas	0.08	0.08		

Property/Park	Location	Classification	Total Acreage	Developed Acreage	Date Established	Date Improved
17 <sup>th</sup> and College	W. 17 <sup>th</sup> St. and College Dr.	Landscaped Areas	0.10	0.10	1944	
"E" and McKinley	E. "E" St. and N. McKinley St.	Landscaped Areas	0.06	0.06		1998
CY Islands	CY Ave. and Westridge Pl.	Landscaped Areas	1.10	1.10		1973
CY and Fairgrounds Road	CY Ave. and Fairgrounds Rd.	Landscaped Areas	1.36	1.36		2001
North Poplar Street	Wilkins Way to Wilkins Circle	Landscaped Areas	6.29	6.29	1979	1996
Kiwanis	E. 4 <sup>th</sup> St. and Conwell St.	Landscaped Areas	0.13	0.13	1920	1970
O'Dell Court	S. Beverly St. and O'Dell Pl.	Landscaped Areas	0.08	0.08	1972	1972
Roundabout	E. 21 <sup>st</sup> St. and Waterford	Landscaped Areas	1.85	1.85	2003	2003
Viking Court	Viking Ct. and Blackmore Rd.	Landscaped Areas	2.66	2.66	1994	2006
Total (13)			15.34	15.34		
Platte River Parkway	Riverbend Rd. to Bryan Stock Tr.	Pathway Corridor	5.15	5.15	2002	2006
Casper Rail Trail	N. Center St. to Hat Six Rd.	Pathway Corridor	63.6	34.8	2000	2002
Sage Creek	Sage Park to E. 2nd St.	Pathway Corridor	6.34	6.34	1954	1998
Long Creek	Long Park to E. 18 <sup>th</sup> St.	Pathway Corridor	10.58	10.58	1997	2001
Gosfield Village	Centennial Village Dr. to E. 21 <sup>st</sup> St.	Pathway Corridor	2.85	2.85	2009	2006
Centennial Hills Village	E. 21 <sup>st</sup> St. to Donegal St.	Pathway Corridor	11.43	7.14	2005	2006
Goen Addition	Donegal St.	Pathway Corridor	3.92	0.0	1997	
Blackmore Vista	Gladstone St.	Pathway Corridor	6.16	0.0	2006	
Vista Ridge	Recluse Ct.	Pathway Corridor	2.58	2.58	2006	2007
Total (9)			112.61	69.44		
Grand Total (104)			2,011.49	975.35		

**Appendix B**  
**Park Property Amenities**

Park	Table	Shelter	Play Structure	Swings	Bench	BBQ	Flower Plantings	Tennis Court	B Ball Court	Loop Walk	Open Play Area	Porta Johns
<i>Mini Parks</i>												
Tip Top	1	0	0	0	0	0	2	0	0	0	0	0
Interstate	2	1	0	0	0	0	1	0	0	0	0	0
Patterson-Zonta	1	1	0	0	0	1	0	0	0	0	1	0
<b>Total Units</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>
<b>Total Parks</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
<b>Average Units</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Neighborhood Parks</i>												
Adams	1	1	1	0	0	0	0	0	0	0	0	0
Alta Vista	1	1	1	4	4	0	0	0	0	1	0	0
Buckboard	1	1	1	4	5	0	0	0	0	1	1	0
City	4	1	2	4	4	1	0	0	0	1	0	2
Conwell	2	2	2	4	6	1	1	0	0	1	1	2
Dallason	0	1	0	2	0	0	0	0	1	0	0	0
Eastdale	1	1	1	2	0	1	0	0	0	0	1	0
Fairdale	1	1	1	2	0	1	0	0	0	0	1	0
Freedom	1	0	0	2	1	1	0	0	0	0	1	0
Fun Valley	1	1	1	2	4	0	0	0	0	0	1	0
Garden Creek	1	1	1	0	0	1	0	0	0	0	1	1
Green Meadow	1	1	1	2	1	0	0	0	0	0	1	1
Harden	1	1	1	2	0	0	0	0	0	0	0	0
Huber	1	1	1	2	0	1	0	2	1	0	2	2
Marion Kriener	1	1	2	0	1	0	0	0	0	0	1	0
Long	1	1	1	0	0	0	0	0	0	1	1	1
Matt Campfield	10	4	2	4	19	5	0	0	3	3	0	1
Meadow	1	1	2	0	0	1	0	0	0	0	0	0
Meadowlark	1	1	1	2	0	1	0	0	0	0	2	0
North Mike Sedar	3	1	1	0	2	0	2	0	0	0	1	2
<b>Park</b>	<b>Table</b>	<b>Shelter</b>	<b>Play</b>	<b>Swings</b>	<b>Bench</b>	<b>BBQ</b>	<b>Flower</b>	<b>Tennis</b>	<b>B Ball</b>	<b>Loop</b>	<b>Open Play</b>	<b>Porta</b>

			Structure				Plantings	Court	Court	Walk	Area	Johns
Paradise Valley	4	3	2	4	4	3	0	2	1	1	2	2
Paradise Valley Pool	0	0	0	0	2	0	0	0	0	0	0	0
Platte View Bluffs	2	0	0	0	2	0	0	0	0	1	0	0
Riverview	3	3	2	4	4	1	1	0	2	1	1	2
Sage	2	1	2	2	0	0	0	0	0	1	1	1
Southridge	1	1	5	20	0	0	0	0	2	0	1	0
Suzie McMurry	2	2	2	6	9	0	1	0	0	1	1	0
Verda James	1	1	1	0	1	0	0	0	0	1	3	1
Westwood	1	1	4	4	0	1	0	0	0	0	1	1
Wolf Creek	2	0	2	0	5	0	0	0	1	1	1	0
<b>Total Units</b>	<b>52</b>	<b>35</b>	<b>43</b>	<b>78</b>	<b>74</b>	<b>19</b>	<b>5</b>	<b>4</b>	<b>11</b>	<b>15</b>	<b>26</b>	<b>19</b>
<b>Total Parks</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>Average Units</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1</b>
<i>Community Parks</i>												
Amoco	5	0	0	0	3	2	0	0	0	1	1	2
Centennial	8	1	2	0	8	6	1	0	0	1	0	0
Highland	6	2	1	0	5	3	1	4	0	1	2	2
South Mike Sedar	3	2	2	4	2	2	1	2	0	0	3	2
Washington	9	3	3	4	3	4	1	4	0	1	3	4
Crossroads/Advent Play	10	5	1	10	11	4	0	0	0	1	0	2
North Casper/Wells	6	2	2	7	0	2	0	0	0	0	3	0
Morad	1	1	0	0	3	0	0	0	0	1	0	2
Yesness Pond	5	1	0	0	0	0	0	0	0	3	0	0
<b>Total Units</b>	<b>53</b>	<b>13</b>	<b>11</b>	<b>25</b>	<b>35</b>	<b>23</b>	<b>4</b>	<b>10</b>	<b>0</b>	<b>9</b>	<b>10</b>	<b>14</b>
<b>Total Parks</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>
<b>Average Units</b>	<b>6</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>2</b>
<i>Sports Complexes</i>												
Crossroads	7	1	1	12	9	2	2	0	0	0	0	3
North Casper	0	0	0	7	3	0	1	0	0	0	3	15
Field of Dreams	4	0	0	0	5	1	1	0	0	0	0	2
<b>Total Units</b>	<b>11</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>17</b>	<b>2</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>20</b>
<b>Total Parks</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
<b>Average Units</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>6</b>
<b>Park</b>	<b>Table</b>	<b>Shelter</b>	<b>Play</b>	<b>Swings</b>	<b>Bench</b>	<b>BBQ</b>	<b>Flower</b>	<b>Tennis</b>	<b>B Ball</b>	<b>Loop</b>	<b>Open Play</b>	<b>Porta</b>

			Structure				Plantings	Court	Court	Walk	Area	Johns
<i>Interpretative Parks</i>												
<b>Ft.Caspar</b>	2	1	0	0	2	1	1	0	0	0	3	0
<b>Nancy English</b>	1	1	1	0	4	0	0	0	0	1	2	2
<b>Beech Street Place</b>	4	1	1	0	10	0	2	0	0	1	0	0
<b>Veterans</b>	2	0	0	0	5	0	1	0	0	1	0	0
<b>Total Units</b>	<b>9</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>21</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>5</b>	<b>2</b>
<b>Total Parks</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>
<b>Average Units</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Total All Units</b>	<b>129</b>	<b>54</b>	<b>57</b>	<b>105</b>	<b>147</b>	<b>46</b>	<b>21</b>	<b>14</b>	<b>11</b>	<b>27</b>	<b>45</b>	<b>55</b>
<b>Total Parks</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>49</b>
<b>Average Units</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Units per 1,000 population (55,300)</b>	<b>2.33</b>	<b>0.98</b>	<b>1.03</b>	<b>1.42</b>	<b>2.9</b>	<b>1.90</b>	<b>0.38</b>	<b>0.25</b>	<b>0.20</b>	<b>0.49</b>	<b>0.81</b>	<b>0.99</b>



## Appendix C

### Field Work Methodology

Studies have shown, and our personal experiences confirm, that parks and paths receive their greatest use on weeknights and weekends. To get a meaningful read on the amount and type of use, it was deemed necessary to observe parks during these peak times. With ample time and resources it would be desirable to sit and observe each Casper park during these times. In that there were more than 40 parks involved in the study, it was impractical to spend a significant amount of time in each park. Between the option of spending short amount of time in each park or selecting a sample of parks where more time could be spent making observations, it was decided to cover all the parks. With this being the first objective study conducted, the selection of representative parks for the sample would have to be based on anecdotal information which would not be very reliable. While the results of this study will help to identify “typical” parks where more extensive observations can take place in the future, it was necessary to cover all the parks in this initial effort.

#### *Dates*

To cover the numerous parks, the community was split into 3 sections to make the observations more manageable. In that parks may be used by different demographic groups engaged in different activities on weekends relative to weeknights, it was viewed as necessary to visit each park at both of these times. More visits to a park yields better information. Due to the time constraints it was decided that visits to each park on one weeknight and one weekend would have to suffice. With a single researcher, it was viewed as unworkable to spend the entire weekend in the parks making observations. To hit peak activity times on weekends it was decided that midday on Saturdays would be the most likely peak time. It was decided that each location would be visited at least once between 10:00 am and 2:00 pm on a Saturday and 5:00 pm to 9:00 pm on a weeknight.

Expectations were that some parks would experience very little activity and the larger, popular parks would see more. Waiting in a little used park all night for people to show up did not make sense. Also, spending an extended period of time in each park would require field work each night of the week and would bring into question the validity of a Tuesday night observation in park A being comparable to Thursday night observation in park B, for example. As an alternative, visiting the 8 to 18 parks per section of town for 10 to 22 minutes each on a given night was considered. Getting meaningful results in that manner would assume that those who choose to use a park on that particular evening would be there during the brief minutes the researcher would be in the park. The likelihood of that taking place was questionable. Further, spending 10 minutes in a small neighborhood park where little activity is anticipated would be a

waste of time when a full range of activities may be underway in a more popular park. To maximize the number of observations per park a circuit was set up in each section of town whereby the researcher would travel from park to park and do a snapshot assessment at each one. In the case of a park with no activity a simple notation of time, date and weather conditions was made. When people were present, enough time was taken to record all the activity and demographic information. In this manner more time was spent recording activity in busy parks and time was not wasted in empty parks.

In that counts could not be taken at the Crossroads Adventure Playground without walking through the facility this park was not included in a circuit. The amount of time that would have to be dedicated to this one park would affect the number of times all the other parks on the circuit could be visited. Instead, ½ hour extended counts over the noon hour were done to get information on those using the facility. The pavilion was never in use during the visits to the park. Reservation information would have to be reviewed to determine how much the pavilion is used.

### *School Yards*

Six Casper parks adjoin school property (Verda James, Huber, Highland, Yesness, Southridge, and Westwood). In that the school facilities compliment the parks and work to serve the needs of the neighborhood, it was prudent to make note of school ground activity as well. A total of 18 schools were assessed along the three circuits that were run. The information on the schools was entered into the database but is not included in the analysis portion of this study.

### *Times*

In that this study focuses on path and walkway use in addition to park use, path intersections along the circuits were checked to see what activity was occurring. In total, the number of parks and pedestrian locations visited per section were 29 on the eastside, 22 in the center of the city, and 29 on the westside for a total of 80 locations. Figure 1 lists the locations covered and the routes used. On average it took 50 minutes to complete the eastside circuit, 40 minutes for city center circuit, and 60 minutes for the westside. The sessions did not necessarily end at 9:00 pm or 2:00 pm. The researcher always ran complete circuits to keep the observations as consistent as possible. Most parks were visited once per circuit between 4:30 and 9:00 pm on a weeknight and 9:00 am and 4:00 pm on a Saturday. Some paths were crossed numerous times per round resulting in more observations. In total, each location was visited at least seven times over the course of the study. Some were visited more often due to the layout of the circuit. Long Path, for example, was crossed a total of 47 times during the study. In all, 665 stops or location drive-

bys took place during the course of the study. This involved 6 sessions with a total commitment in terms of hours in the field of 25 hours.

### *Data Gathered*

Ten bits of information were gathered at each location. This information included:

- Park or Path Name and location (cross street)
- Date
- Time
- Day of the week
- Weather conditions (temp, sky conditions, wind)
- Number of users
- Sex of users
- Estimated age of users
- Principle user activity
- Area or feature within the park being used
- 

In most cases the information could be gathered in a very objective manner. This was not the case with age. Without actually asking the user his or her age the researcher had to make a best guess on age. Though this is highly subjective, it is viewed as very important to consider the age of users to understand why certain parks, areas, features are being used and the activities that take place. The researcher made his best attempt to group the users into those under 11 (child), 11-19 (youth), 20-29 (young adult), 30-69 (adult), and 70 or over (senior). This was particularly difficult from a distance or in failing light but nevertheless an attempt was made.

## Park and Path Field Survey Locations

	<b>East Side</b>	<b>City Center</b>	<b>West Side</b>
1	Beverly walk at 4 <sup>th</sup>	Pioneer Park	South Mike Sedar
2	Huber Park	Interstate Park	North Mike Sedar
3	Pineview School	Marion Kriener Park	Sedar Trail
4	Sage path at Swanton	Matt Campfield Park	25 <sup>th</sup> Street
5	Long Path at 8 <sup>th</sup>	North Casper School	Southridge School
6	Verda James School	Riverview Park	Southridge Park
7	Verda James park	Dallason Park	Adams Park
8	Wyo. Blvd. overpass	RT at Jackson	Green Meadow Park
9	Wyo Blvd. east sidewalk	Conwell Park	Cresthill School
10	Vista Ridge walk	Willard School	Yesness Park
11	Blackmore Rd.	Beverly Walk at "A" Street	Yesness Pond
12	Suzie McMurry	Beverly Walk at 4 <sup>th</sup> Street	Wolf Creek Park
13	21 <sup>st</sup> Street	Highland Park	Ft. Caspar School
14	Centennial JR	Fairdale Park	PV School
15	Centennial path	Sagewood School	PV Park
16	Long path at 15 <sup>th</sup>	Alta Vista Park	Parkway trail head
17	Fun Valley	Grant School	Meadowlark Park
18	Manor Heights	Washington Park	Morad Park
19	Sage Park	Park School	Centennial Park
20	Sage path at park	City Park	Zonta Park
21	Sage path at 12 <sup>th</sup>	RT at Beech Street	13 <sup>th</sup> Street trailhead parking
22	KW playing fields	Joy of Life	Westwood Park
23	Long path at 12 <sup>th</sup>	Veteran's Park	Westwood School
24	Verda James Park	RT at Family Motors	Meadow Park
25	Verda James School		Cottonwood School
26	Long path at 8 <sup>th</sup>		Freedom Park
27	Long Park		Dean Morgan JR.
28	Woods		Nancy English Park
29	Sage path at 2 <sup>nd</sup>		Garden Creek Park
30	Harden		
31	University Park school		
32	Eastdale Park		
33	Beverly walk at "A"		

A tape recorder with a clip-on microphone was used to record the information. This method was found to be quite efficient. In the case of an empty park or park with only a few users the researcher was able to simply drive by and make verbal observations. A paper copy of the summary matrix developed for data input and analysis was carried in the vehicle. The matrix served as a checklist when making the observations. In the busier parks the researcher would stop and fill in the matrix as a back-up to the recording. Upon returning to the office the written and recorded information was entered into an Excel spreadsheet. Having all the data in a spreadsheet format allowed for a full range of assessments on a park by park, use, or facility basis.



**Appendix D**  
**Public Survey and Results**

**City of Casper Parks Survey**

\*

1. In which city or town do you reside?

- In which city or town do you reside? Casper
- Evansville
- Mills
- Bar Nunn
- Out of town

\*

2. What are the ages of the individuals who live in your household and how many individuals are in each age group?

	1	2	3	4	5	6	7+
Under 11							
11-19	<input type="checkbox"/>						
20-29	<input type="checkbox"/>						
30-69	<input type="checkbox"/>						
Over 69	<input type="checkbox"/>						

\*

3. How often does someone in your household visit a park?

- How often does someone in your household visit a park? Often (1 or more visits per
- Occasionally (2 or more visits per month)
- Seldom (a few visits per year)
- Never

4. Casper, Mills, Evansville and Bar Nunn have a total of 55 parks. Which park(s) do you or someone in your household visit most often and why? (Name or Location)

\*

5. How often does someone in your household walk or ride a bicycle to your neighborhood park?

- Often (1 or more visits per week)
- Occasionally (2 or more visits per month)
- Seldom (a few visits per year)
- Never

6. Washington Park is the most well used park in the area. Why do you think it is so popular? Please be specific.

7. Highland Park is the large park behind the Casper Recreation Center. It receives limited use. What should be done to make this park more appealing?

\*

8. There are more than 200 acres of formal turf in Casper's parks (excluding athletic fields). It is costly to water, mow and treat formal turf. Would you agree with a policy to replace a significant amount of formal turf with lower maintenance native vegetation?

- Yes
- No

Why?

\*

9. If you had \$100 to contribute to the parks system please rate where you would like to see your funds allocated with 1 being the most important and 9 being the least important.

- 1 Maintenance
- 2 Building new parks
- 3 Adding recreational equipment like playgrounds, swings, etc.
- 4 Planting trees
- 5 Installing more shelters
- 6 Installing more tables and benches
- 7 Building more trails
- 8 Building more athletic fields
- 9 Building one or more dog parks

10. Thank you for completing our Parks Survey! What other comments or suggestions do you have regarding the park systems in the Casper area?

Done

Powered by [SurveyMonkey](#)  
Check out our [sample surveys](#) and create your own now!

## Park Survey Results

### **Question #4: What park do you use and why? (Summary)**

#### **Washington – 34**

playgrounds (6), shade (6), close by (6), large (3), concerts (3), popular (2), grass, toilet, tennis courts, enjoyable, good for parties, variety, events, pool

#### **Crossroads, Adventure Playground, Castle Park – 23**

good playground (3), popular (3), safe (2), shady, low traffic, toilet, shelters, close to trail, enjoyable

#### **Mike Sedar – 17**

close by (2), clean, un-crowded, good for dog walking, team practices, playground, safe

#### **Nancy English – 15**

attractive (2), close by (2), low traffic

#### **Highland – 14**

tennis (2), toilet (2), path (2), close by, play on hill

#### **Adams – 12**

close by (2), kids can play in water, paths

#### **Morad – 12**

dog friendly (4), numerous paths

#### **Suzie McMurry – 9**

playgrounds (5), close by (3), nice, looped walk

#### **North Casper – 6**

walk the dog

#### **Paradise Valley – 6**

close by

#### **Platte River Trails – 5**

walk dog

#### **Fun Valley – 5**

playground (4), grass (2), close by, shelter, low traffic

#### **Verda James – 5**

playground (2), close by (2), clean, grass, toilet

#### **Conwell – 4**

close by

**Buckboard – 4**

close by (2), kids like

**Sage – 3**

close by (2), grass

**Wolf Creek – 3**

playgrounds (2), quiet, safe

**City – 3**

toilet (2), playground (2), less crowded, tables, shade

**Cresthill – 3**

close by (3), big playground (2)

**Fountain (NIC) – 2**

Farmers Market, Wednesday Nite Live

**Garden Creek – 2**

BBQ, volleyball

**Huber - 1**

tennis courts near playground

**Long - 1**

close by

**Sagewood - 1**

close by, nice playground

## Park Survey Results

### **Question #10: Other Comments (Summary)**

#### Like Parks – 19

Thanks for all you do  
Parks are: treasure, awesome, great, fantastic  
Enjoy, love, appreciate - parks  
Glad they are used  
Well maintained  
Well designed  
Love the trails

#### Restrooms - 17

More  
Open more of the year  
Need formal bathrooms  
Restroom at Wolf Creek  
Restroom at Buckboard

#### Dogs - 14

Build dog parks  
Clean-up after dogs  
Allow dogs on athletic fields  
Outlaw certain dog breeds

#### Pools, spray parks - 9

More variety  
Splash pads  
Waterpark  
Competition pool

#### Drinking fountains - 5

More shade - 4  
More walks in parks – 4  
Build Goodstein Park – 3  
Use rubber/foam fall material – 3  
More shelters – 2  
No smoking in parks -2  
Maintain what we have – 2  
Fences around some parks - 2  
Accommodate young kids at Hogadon – 2  
More benches - 2  
Fix Adams Greenway Trail  
Forestry program, tree farm

Update play equipment  
Pickleball courts  
Create park maps  
Upgrade website  
Fix equipment promptly  
Regular park clean-up days  
Build Whiskey Gap Park  
Parks in new neighborhoods  
Buckboard Park too limiting  
Clean trash out of playgrounds  
Install power outlets  
More courts (horseshoe, bocce ball)  
Create botanical gardens  
Don't need more parks  
Spending too much on landscaping  
Open Rotary Park year round  
Replace PV playstructures  
More native vegetation  
Need a park plan  
Basketball Courts  
Volleyball courts  
Build park at Nine Irons  
Park Plan won't change things  
Skating, sledding at golf course  
Summer trails at Hogadon  
Toddler swing at Fun Valley  
Dedicate more 1% funds to parks  
Better care of ballfields  
Indoor skate park  
Promote parks more  
More neighborhood parks  
Multiple picnic areas in parks  
Another park in Bar Nunn  
More flower beds  
Thin bushes at NIC  
Mike Sedar parking lot off Poplar  
Wash concrete tables  
Promote responsible park use  
Have landscape architect design parks  
Create downtown plaza

Abbreviated Park Survey  
Frequent Senior Citizen Comments  
11/13/2013

**Question #3. What could be done to our parks or trails to make you want to use them more often?**

1. Enjoy Parks and Trails (7)
2. Install more lighting (6)
3. Make people with dogs keep them on leashes and clean-up after them (4)
4. Clean, portable toilets (4)
5. More shade / resting areas (4)
6. Keep parks cleaner (3)
7. My problem is finding the time to go (2)
8. Make senior friendly (2)
9. I don't know. I used to use the parks when I had small children but do not know now
10. Wish I could. Can't walk very well. Keep them clean and attractive is my thought
11. Maybe bleachers at the Bandshell and better parking
12. User friendly and they all seem to be now that the bridle trail is accessible
13. We can't walk very well so it is difficult for us to use the park but I think they are important to have
14. Activities, birthday parties, etc. should be allowed
15. Take down all the "don't" signs
16. Clean-off snow and branches. Not having special interest groups for charity almost every weekend
17. Picnic tables for families
18. Kill the animals digging holes by the graves
19. We would like Garden Creek from 23<sup>rd</sup> to 25<sup>th</sup> cleaned up and a better trail
20. Music recorded while we run, walk, jog, dog-walk, dance in the park!
21. Handicap accessible to get on trails
22. More places to get on trail with parking
23. Shade covers up handicap parking. Volleyball, horseshoes or Frisbee areas
24. Have more walking trails near the area of 21<sup>st</sup> and Fairdale
25. Add more walking trails in areas where there are none
26. More dog parks
27. More railings
28. Put up more roofs over food area & put games in play areas for all to join in
29. Be 20 years younger
30. Improve pedestrian crossings and educate motorists. Try something "new" yield to pedestrians, don't try to run them over
31. Make trail for motorized carts and walkers
32. We live out of town

**Question #4. Highland Park is the large park behind the Senior Center. What could be done to make you want to use this park more often?**

1. Add picnic tables (8)

2. More benches (7)
3. Highland is a nice park (6)
4. Add Shelter (4)
5. More playsets, games, play areas (3)
6. Put horseshoe pits back (3)
7. Lighting to improve walking in the evening (3)
8. Can't walk so don't use the park (3)
9. More trails for handicapped folks (2)
10. More trees (2)
11. Stricter pooper enforcement (2)
12. Area for volleyball or Frisbee (2)
13. Have picnics, sports events and walks around park
14. We use to bring our grandchildren to the play area and also the trail to ride their bikes. Our Mended Hearts group has used the gazebo for picnics in the summer
15. Better parking nearer to the space
16. Need to check grass over graves
17. Parking for handicaps! porta-pots
18. Cleaner
19. Recorded or live music as we dance, jog, dog-walk along the trail
20. and barbeques for the seniors
21. Make a dog park
22. Be 20 years younger
23. Make wind stop blowing

**Question #6. What other comments of suggestions do you have regarding the parks and trails in the Casper area?**

1. The parks look beautiful. Your crews do a good job. (20)
2. Dog Park (5)
3. Lighting (4)
4. The portable restrooms need emptied way more often than they are!! Need toilet paper on days like parade day, etc. (2)
5. Many of the parks and trails need more parking (2)
6. I enjoy the non-grass areas where dogs can go freely. (2)
7. Enforce dog leash and feces laws! (2)
8. Need things for handicap people (2)
9. Use is dependent on weather which you can't control
10. Police them when parties get out of hand (drugs and drinking)
11. Get the workers off their cell phones and computers, and get them back to manual labor. This is not only for the parks department but all businesses
12. More playground equipment like Rotary Park My neighbor goes to Arizona in the winter but she walks the river trail every day when she is here. She feels they do a terrific job in supplying this but feels the walk at Beverly and near Yellowstone was over spent and that should not have been built.
13. Too many dogs running loose
14. Have enough ball and soccer fields already, do not need any more.
15. We need more doggy clean up areas and garbage barrels.

16. Operate Hogadon on snow not on a time schedule
17. More places to put trash from your picnic
18. Areas that you can play volleyball, Frisbee/Frisbee golf/Pollock Frisbee and horseshoes
19. Making sure that handicap people has plenty of access to the parks. Wheelchair friendly. More trails on eastside
20. Love Washington Park concerts. Anxious for new pool at Mike Sedar. Need more swings at Mike Sedar
21. In response to the first inquiry, this time of year the parks are not used nearly as much, especially with little kids. Summer or warmer weather they use the parks a lot
22. Nancy English Park should have play areas and covered areas.
23. Handicap accessible fishing spots next to river
24. At North Beverly go east (on rail/trail) no bench on trail by University Park
25. I use Washington Park for snowshoeing

## Appendix E

### Specific Facility/Improvement Rating Measures

#### *Excellent (4)*

- Asphalt paths – no cracks, no heaving or subsidence. Good drainage
- Concrete walks and paths – no cracks, no movement at joints, no spalling
- Park Improvements
  - Shelters – new paint, no rust, no rot or blemishes, no vandalism
  - Tables – no scratches or marks, level with no indentations
  - Playgrounds – little wear. A few scuffs on plastic surfaces, no paint scratches. Newly conditioned fall material at a specified depth in place.
  - Swings – new seats, new paint, clean and rust free hardware
  - BBQs – never used or would look like new with thorough cleaning
- Courts – no cracks or displacement, good drainage, markings clear and in excellent condition, supports and nets straight and in excellent repair. Fencing straight and rust free. Basketball backboards showing little wear and nets like new.
- Parking lots and drives. No cracks, no heaving or subsidence. Good drainage.

#### *Good (3)*

- Asphalt paths – some ½ inch longitudinal cracks, little or no raveling, ½ inch transverse cracks more than 20 feet apart. No patching or very few patches that are in excellent condition
- Concrete walks and paths – limited cracking, displacement of less than ½ inch. Evidence of limited scaling or spalling
- Park Improvements
  - Shelters – paint in good condition. Evidence of past damage. No rust spots or wood rot evident.
  - Tables – minimal scratches and evidence of past scratches being repaired. Some minor damage to concrete tables. Possible spots of surface rust on expanded metal tables with indentations that are not noticeable by most users.
  - Playgrounds – Evidence of wear to plastic components but limited evidence on metal components. No gouges. No broken or loose components. Fall material still effective with limited compaction but displaced in high traffic locations.
  - Swings – seats are not new but show limited wear or deterioration. Hardware shows limited wear and the structure may have scratches and spots of surface rust

- BBQs – the BBQ has been used a number of times. The surface is scalded and there is some surface rust. The unit is vertical and grate level. The adjustments work as designed.
- Courts – some minor cracks appear with no vertical displacement. Evidence of standing water but no failure of the surface coating in those areas. The condition of the court does not adversely affect play. Markings are functional and in good condition. Supports may not be straight but they are adjustable and will still hold the net at the correct height. The fencing is showing the effect of continual impacts from the balls but is intact and rust free. Basketball backboards and nets are showing wear but the pole and backboard is still vertical.
- Parking lots and drives – some ½ inch longitudinal and transverse cracks, little or no raveling. No patching or very few patches that are in excellent condition.

*Fair (2)*

- Asphalt paths – ½ inch longitudinal cracking and transverse cracking less than 20 feet apart. Clear evidence of raveling and wear on the surface. The path is structurally sound but crack sealing and a surface coating is needed. May have a significant amount of patching.
- Concrete walks and paths – noticeable cracking with displacement in excess of ½ inch. Cracking, scaling or spalling over 25% of the surface. There is an occurrence of depressions greater than ½ inch where water is impounded. Less than 10% of the panels in any given block displaced.
- Park Improvements
  - Shelters – Evidence of rust or rot which goes beyond the surface and can't be easily abated. Replacement of some members may be needed. Clear evidence of vandalism. The shelter is still structurally sound.
  - Tables – clear scratches. May have cracked or broken boards. Extensive cracking of supports on concrete tables. Noticeable rust on expanded metal table with a clearly uneven surface.
  - Playgrounds – extensive gouging on plastic pieces and clear wear on metal components. Rust and corrosion evident. Components are missing or have been removed. The structure is safe and there are no loose components or sharp surfaces. The fall material is compacted and out of place and providing limited protection.
  - Swings – the seats are clearly worn and deteriorated. They don't match. The hardware is clearly worn but sound. There is clear evidence of rust on the structure.

- BBQs – the unit has had extensive use. There are spots where the metal is rusted through. The unit is not perfectly level. The grate is bent but usable and the grate can be adjusted. The unit can be used but with difficulty.
- Courts – extensive cracking with up to ¼ inch of displacement adversely affecting the quality of play for the users. There would be two or more areas where standing water has caused the failure of the surface coating. The net supports are no longer true and the adjusters may not be fully functional. The fencing is no longer in good condition nor straight and true. There is rust and balls may slip under or through the fence in places. Basketball backboards and nets are showing significant wear, the pole and backboard may be leaning, the basket may no longer be at the specified height, and net may be torn or missing.
- Parking lots and drives – numerous ½ or greater cracks and clear evidence of raveling and wear on the surface. The lot or drive is structurally sound but crack sealing or an overlay is needed. There is a significant amount of patching.

*Poor (1)*

- Asphalt paths – significant structural problems affecting the functionality of the path. Extensive block cracking, extensive patching, rutting and potholes. This path should be rebuilt.
- Concrete walks and paths – extensive cracking with displacement of more than ½ inch common. Clear evidence of thrusting or settling often due to tree roots or excavations. Numerous locations where depressions result in impounded water more than ½ inch in depth. More than 10% of the panels in any given block are displaced. This sidewalk should be rebuilt.
- Park Improvements
  - Shelters – severe rot or rust. Some boards rotted through or missing. Roof/shingle failure and leaking. The structural integrity of the shelter may be in question.
  - Tables – boards broken off or missing. Sharp or jagged breaks. Table not level and subject to rocking. Expanded metal surface is dented and so irregular that a drink will not stand up. Significant chunks of concrete table missing.
  - Playgrounds – one or more of the components are missing or have been removed. All surfaces are badly worn. Rust and corrosion is clearly evident. Constant maintenance is required to keep the structure safe. The fall material provides little or no protection.
  - Swings – one or more of the swings have been removed. A seat is broken and that swing can't be used. The structure rocks when it is in use. Hardware is badly worn and could fail. The structure may be weakened by rust and corrosion

- BBQs – this unit can't be used. The unit is way out of plumb, loose or off the post. The grate is missing or badly bent. The height of the grate can't be adjusted. The unit is rusted out.
- Courts – The court is basically unplayable. There is extensive cracking with displacement of more than ½ inch. The coating is gone or deteriorated over more than 10% of the surface to the point where it affects a player's footing. The supports are leaning and nets difficult to adjust. Nets may be in poor repair. Balls do not bounce in a true manner off the surface. The fencing is weak with holes or gaps that let balls through. There is extensive rust. Basketball backboards and baskets are broken and do not function properly. The net is most likely missing.
- Parking lots and drives – significant structural problems affecting the functionality of the lot or drive. Extensive cracking, patching, and potholes. A lot or drive that is not paved is considered poor. This lot or drive should be built or rebuilt.

RESOLUTION NO. 14-88

A RESOLUTION ADOPTING THE CITY OF CASPER 2014  
PARK AND OPEN SPACE IMPROVEMENT PLAN

WHEREAS, The City of Casper had the *Park, Recreation, and Leisure Services Master Plan* prepared in 1982 to guide the expansion of the park system; and,

WHEREAS, The City of Casper has changed significantly in the past 20 years, and the residents' demand for space and facilities for recreation has changed; and,

WHEREAS, Council authorized the preparation of a new park and open space plan and appointed an advisory committee to work with staff on this effort; and,

WHEREAS, A public engagement process involving an online survey, senior focus group survey, and listening sessions was executed; and,

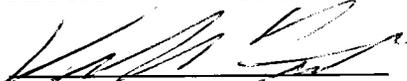
WHEREAS, A park and open space plan that includes an inventory and assessment of the Casper park facilities, field observations on park activities, a public engagement process, and the development of a capital improvement plan has been prepared; and,

WHEREAS, The Casper City Council desires to formally adopt the park and open space plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor of the City of Casper is hereby authorized to execute, and the City Clerk attest, a Resolution adopting the *City of Casper 2014 Park and Open Space Improvement Plan*.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 20, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Administrative Services Director   
Jason C. Shellabarger, Fleet Maintenance Manager  
SUBJECT: Purchase one (1) Vehicle by the State Bid Process

Recommendation:

That Council, by minute action, authorize the purchase of one (1) vehicle by the state bid process from Greiner Motor Company-Casper to be used in the Casper Police Department. The amount of this purchase is to be \$33,203, with options, before trade-in.

Summary:

Over the years the City has purchased specific vehicles by utilizing the State bid Process to lower the cost of vehicles purchased. This year we are requesting that we be allowed to purchase one (1) Ford vehicle for a replacement.

<u>Quoted Item</u>	<u>Division</u>	<u>Vendor</u>	<u>Base Cost</u>	<u>Trade-In Value</u>	<u>Total Cost</u>
<b>(1) 2014 Ford Expedition</b>	<b>New</b>	<b>\$33,203</b>	<b>Greiner</b>	<b>\$3,000</b>	<b>\$27,528</b>

This purchase will replace unit #101030.

This vehicle will be funded through the 1%#14 Capital Equipment Fund allocated for the replacement of vehicles in the Casper Police Department.

March 24, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V. H. McDonald, Administrative Services Director

SUBJECT: Dispensing Room Change for Old Chicago Microbrewery

Recommendation:

That Council, by minute action, approve a change in the dispensing room of the Old Chicago Microbrewery, located at 3580 East 2<sup>nd</sup> Street to be a 27' x 59' room on the west side of building.

Summary:

Casper Municipal Code Section 5.08.050.C requires that whenever a licensed or permitted facility is proposed to be expanded a new application shall be filed and no such expansion shall be made without the prior approval of the City Council. Consequently, the license holder was in contact with a representative of the Wyoming Liquor Division who suggested that the dispensing room footage was more like a 27' x 59' room on the west side of building.

March 24, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V. H. McDonald, Administrative Services Director

SUBJECT: Dispensing Room Change for Casper Elks Club

Recommendation:

That Council, by minute action, approve a change in the dispensing room of the Casper Elks Club, located at 108 East 7<sup>th</sup> Street to be a 48' x 22' room on main floor of building.

Summary:

Casper Municipal Code Section 5.08.050.C requires that whenever a licensed or permitted facility is proposed to be expanded a new application shall be filed and no such expansion shall be made without the prior approval of the City Council. Consequently, the license holder was in contact with a representative of the Wyoming Liquor Division who suggested that the 48' x 22' room be designated as the dispensing room. This was part of a remodel in the late 60's or early 70's and the license never was updated.

Consequently, this approval, if granted, is after the fact.

April 1, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
Kevin Knopik, Lead Signal Technician  
Shad Rogers, Streets Manager  
Pete Meyers, Assistant Public Services Director

SUBJECT: Purchase of Thirty-seven (37) Modular Cabinet Assemblies 

Recommendation:

That Council, by minute action, authorize the purchase of 37 new Plug-N-Go Modular Cabinet Assemblies from Econolite Control Products, Inc., in the amount of \$320,055, to be used in the Streets Division of the Public Services Department.

Summary:

Bids were solicited from three (3) vendors for the purchase of forty-two (42) new Plug-N-Go Modular Cabinet Assemblies to be used in the Streets Division. Three (3) bids were received on March 18, 2014, and are as follows:

<u>Vendor</u>	<u>Total Cost</u>
<b>Econolite Control Products, Inc.</b>	<b>\$363,300</b>
Modern Electric	\$401,000
WL Contractors	\$422,300

The bids received were for the recommended assemblies, and meets all the necessary specifications.

The Streets Division had solicited bids for forty-two (42) cabinet assemblies, hoping to replace all of the City's traffic signal cabinets. The lowest bid came in \$40,000 over the budgeted amount of \$324,000, so the total purchase has been reduced by five (5) cabinet assemblies.

The funding for this purchase will be from the Traffic Section FY14 Capital Improvements for Traffic Signal Cabinet Replacement budget.