

REGULAR COUNCIL MEETING  
Tuesday, August 20, 2013  
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.
4. CONSIDERATION OF BILLS AND CLAIMS.

5. ESTABLISH DATE OF PUBLIC HEARINGS:

A. Consent:

1. Establishing September 3, 2013, as Public Hearing Date for Consideration of:
  - a. Consideration of an Appeal of the Planning and Zoning Commission's Decision to Deny a Conditional Use Permit for a Manufactured Mobile Home in an M-1 (Limited Industrial) Zoning District, on Lots 25-28, Block 10, Burlington Addition, Located at 1154 East Burlington Avenue.
  - b. Establish Public Hearing for Transfer of Ownership of Retail Liquor License No. 32 from Hayden-Pacific-Casper, LLC to Main Street Hospitality, LLC, d.b.a. Ramada Plaza Riverside.

6. PUBLIC HEARINGS:

- A. Consideration of Issuance of the Transfer of Location of Retail Liquor License #5, Elixir, LLC, located at 800 Antler Drive.
- B. Consideration of Issuance of Restaurant Liquor License #3 to Thai of Casper, LLC, d.b.a. Lai Thai Restaurant, located at 303 South Wolcott Street.
- C. Zone Change of Casper Block 7, Lot 3, located at 523 South Beech Street, from R-2 (One Unit Residential) to R-4 (High Density Residential).
- D. Plat with an Accompanying Sub-Area Plan, a Portion of SE1/4NW1/4, SW1/4NE1/4NE1/4, NE1/4SW1/4, NW1/4SE1/4, Section 8, T 33N, R 78W, 6th P.M., Natrona County to Create McMurry Business Park No. 6, Comprising 19.476 Acres, More or Less, Generally Located North of East 2nd Street Between Venture Way and Parkridge Drive.
- E. Consideration of an Annexation of W1/2SW1/4, Section 14, T33N, R79W, 6th P.M., Natrona County Wyoming, to Create the Heritage Hills Addition No. 2, Generally Located East of South Beverly and South of East 24th Streets; and Rezoning From Natrona County Zoning Classification SR-2 (Suburban Residential) to City Zoning Classification R-2 (One Unit Residential).
- F. Consideration of an Annexation of Portions of Tracts 1, 6 & 7, River Run Major Land Division, and a Subdivision of Portions of E1/2NW1/4, Section, T33N, R80W, 6th P.M., to Create the River Park II Addition, Generally Located East of Robertson Road, and North of River Park Addition; and Rezoning from Natrona County Zoning Classification UA (Urban Agriculture) to City Zoning Classification R-1 (Residential Estate).

7. ORDINANCES:

A. Third Reading:

1. Consent.

- a. Consideration of a Zone Change of All of Blocks 13 & 20, Community Park Addition, Located at 1927 South Walnut Street, From ED (Education District) to R-2 (One Unit Residential).
- b. Amending Section 10.88 of the Casper Municipal Code, to Change Intra-City Truck Routes to Allow for Growth and Change to City Streets.

B. Second Reading:

1. Consent.

- a. Consideration of a Vacation and Replat Lot 2, Triflection Addition to the City of Casper, and an Annexation, Plat, and Zoning as C-3(Central Business) a Portion of the SW1/4NE1/4, Section 9, T33N, R79W, 6th P.M., to Create the Triflection Addition No. 2, Generally Located Between South David and South Center Streets, North of West Collins Street.
- b. Consideration of a Vacation and Replat of Lots 8, 9 and 10A, Block 5, Whispering Springs Addition, creating Whispering Springs, Lots 8A, 9A, & 10B, Block 5, Located at the Southwest Corner of Indian Springs Drive and Middle Springs Drive; and a Rezoning to Adjust the Unit Residential) Zoning Districts to Follow the New Shared Lot Line Between the Subject Properties.
- c. Consideration of for a Zone Change of Lot 5, Block 59, Casper Addition, located at 315 North Kimball Street, from M-1 (Limited Industrial) to C-3 (Central Business).
- d. Approving the Vacation of the North/South Alley Located Within Block 91, Casper Addition to the City of Casper.
- e. Approving the Vacation of a portion of South Spruce Street, and a Portion of West 20th Street, Both Located Within the Community Park Addition to the City of Casper.

8. RESOLUTIONS:

A. Consent.

1. Purchase and Installation Contract with Communications Technologies, Inc , in the Amount of \$26,688, to be Used for Four (4) New Fleet Vehicles in the Police Department.
2. Authorizing Professional Services Agreement with the Science Zone, in the Amount of \$25,000.
3. Authorizing Memorandum of Understanding with the Casper Chamber of Commerce Beautification Committee to allocate up to \$185,000 for the Purchase and Installation of a Statue, which represents \$67,848 of 1%#13 funds and \$117,152 from the Dove Family Bequest with a Native American Theme on a Site to be Designated by the City of Casper.
4. Authorizing License Agreement With QWest Corporation dba CenturyLink To Install Underground Power Line On City Property Mike Sedar Park.
5. Authorizing Change Order No. 1 With Casper Electric, Inc., In The Amount Of \$15,918, For The Oakcrest Booster Station Emergency Generator Project.
6. Authorizing Change Order No. 2 With Viper Underground, Inc., In The Amount Of \$19,300, For the 2013 Miscellaneous Sanitary Sewer Replacement Project.
7. Authorizing Change Order No. 1 With Hedquist Construction, Inc., In The Amount Of \$67,804, for The 2013 Arterial And Collector Street Reconstruction West Project.
8. Authorizing a contract with Qwest Corporation d/b/a Centurylink QC, for 9-1-1 telephone service.
9. Authorizing an amendment to the contract with Information Systems Consulting (ISC), Inc., of Casper, Wyoming, for the purchase and installation of a new 911 phone system.

9. MINUTE ACTION:

A. Consent.

1. Purchase of Motorola Mobile Radios for Four (4) Police SUV's from Motorola Solutions, in the amount of \$26,757.20, for use in four (4) of the Police Department's Replacement Vehicles.
2. Purchase of Mobile Data Computing and Video Systems for four (4) Vehicles from COBAN Technologies, Inc., in the Amount of \$38,200, as part of the Associated Equipment Required to Outfit the New Patrol Vehicles.
3. Authorize the Appointment of David LaPlante to the Leisure Services Advisory Board (LSAB), Three-Year Term That Began January 1, 2012, Set to Expire December 31, 2014. Replacing the Vacancy with the Recent Passing of Dale Volker.
4. Authorize the Sole Source Purchase of Two (2) New Supercrystal Snow Guns, from HKD Turbo Snowmakers, Quebec, Canada, in the Amount of \$73,500.

10. COMMUNICATIONS:

A. From Persons Present.

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

12. ADJOURNMENT.

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ZONING CLASSIFICATIONS

FC	Major Flood Channels & Riverbanks	PUD	Planned Unit Development
AG	Urban Agriculture	HM	Hospital Medical
R-1	Residential Estate	C-1	Neighborhood Convenience
R-2	One Unit Residential	C-2	General Business
R-3	One to Four Unit Residential	C-3	Central Business
R-4	High-Density Residential	C-4	Highway Business
R-5	Mixed Residential	M-1	Limited Industrial
R-6	Manufactured Home (Mobile) Park	M-2	General Industrial
PH	Park Historic	SMO	Soil Management Overlay
HO	Historic Overlay	ED	Education
OB	Office Business	OYDSPC	Old Yellowstone District and South Poplar Street Corridor Form Based Code

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COUNCIL PROCEEDINGS

August 6, 2013

Casper City Council met in regular session at 6:00 p.m., Tuesday, August 6, 2013. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Meyer, Powell, Sandoval and Mayor Schlager.

Mayor Schlager led the audience in the Pledge of Allegiance.

Moved by Councilman Cathey, seconded by Councilman Powell, to, by minute action, approve the minutes of the July 16 2013, regular Council meeting, as published in the Casper Journal on July 28, 2013. Motion passed unanimously.

Moved by Councilman Bertoglio, seconded by Councilman Powell, to, by minute action, approve payment of the August 6, 2013, bills and claims, as audited by City Manager Patterson. Councilmen Sandoval abstained from voting, Councilman Hedquist noted he wished to abstain from voting on invoices pertaining to Hedquist Construction and Mayor Schlager abstained from voting on Fleming Supply. Passed.

City of Casper  
Bills and Claims  
08/06/13

12-24	Srvc	\$200,000.00
1stData	Srvc	\$5,915.68
71const	Reprs	\$1,878.30
AAAIndscpng	Srvc	\$1,787.89
AccoBrands	Supp	\$349.90
AccuProd	Supp	\$70.98
Ace	Supp	\$703.54
AColling	Reimb	\$3,190.13
Adeco	Srvc	\$3,727.65
AdvTrffcPrd	Supp	\$10,775.00
AFowler	Refunds	\$180.00
AGiraldo	Srvcs	\$25.00
AHiatt	Reimb	\$392.33
Airgas	Supp	\$1,648.40
Albrtsns	Srvc	\$442.76
ALinard	Refunds	\$48.44
Alluretech	Srvcs	\$42.00
Ambi	Mailing	\$3,596.51
Amerigas	Supp	\$252.34
AmerSwing	Supp	\$447.85
AmerTitle	Reports	\$510.00
AmLin	Laundry	\$3,744.66
AmPubWrksAssoc	Dues	\$1,520.00

AmrcnEglClning	Srvc	\$1,769.58
AMSgnl	Supp	\$1,000.00
AmTech	Body	\$971.77
AmWtrWrks	Supp	\$197.50
Appaloosa Brdcast	Ad	\$250.00
AppInd	Supp	\$240.84
Appld Constr	Refunds	\$261.06
Arcadia	Publish	\$393.92
AtlasRep	Srvc	\$71.98
AtlntcElct	Srvc	\$5,378.43
AtlsOff	Supp	\$4,636.37
AtoZTowing	Towing	\$75.00
Auto&Elect	Supp	\$99.08
B&B	Supp	\$99.65
BASF	Srvc	\$9,678.03
BckflwApprtus	Srvc	\$281.00
BigHrnRoof	Reprs	\$196.38
BlckBrHvrsck	Supp	\$325.15
Bldrns	Supp	\$1,393.32
BLedbetter	Refunds	\$42.77
Blfill	Srvc	\$119,627.46
BmtwnSwpng	Srvc	\$1,461.05
Bntz	Fuel	\$41.86
Boettcher	Supp	\$86.47
BoundTrMed	Supp	\$294.00
Bresnan	Srvc	\$74.90
BrntgPcfc	Supp	\$96,681.04
BrsnComm	Srvc	\$624.42
BstBy	Supp	\$159.97
BstFriendsAnmlHlth	Srvc	\$1,520.10
Bushwells	Equip	\$105.90
BYoung	Refunds	\$150.00
CaCntrcts	Supp	\$217.92
CapBusSys	Lease	\$17.00
Carbonhouse	SRVCE	\$8,000.00
CasperCollege	Refunds	\$7.00
CasperOrtho	Refunds	\$200.00
CATC	Funds	\$138,013.00
CBecker	Refunds	\$7.92
CCorkern	Reimb	\$319.06
Centurylink	Phone	\$799.90
CGould	Reimb	\$472.50
CGRS	Supp	\$1,320.00
Chromascape	Srvcs	\$6,272.00
CivilEngPro	Misc	\$17,737.50

CLangston	Reimb	\$75.50
ClletnCtr	Collection	\$841.10
ClrkDesign	Supp	\$2,492.00
ClrkofCircuitCrt	Garnish	\$214.23
CMcCoy	Reimb	\$7.92
CMITeco	Supp	\$5,193.10
CmptrPros	Supp	\$237.30
CmptrVllge	Supp	\$1,480.65
Cmtrnx	Srvc	\$1,409.72
CNIC	Ins	\$74,418.07
CnsltdElect	Supp	\$735.00
CntrlWyCnslngCtr	Funds	\$5,000.00
Cntrylnk	Phone	\$10,966.71
CollegiatePcfc	Supp	\$590.83
CommunicationTech	Supp	\$1,412.14
ConcreteConserv	Srvcs	\$20,960.85
Conoco	Fuel	\$212.39
CoopermanFife&Drum	Supp	\$77.29
CowdinClning	Srvc	\$2,382.22
CPennington	Refunds	\$34.04
CPSDist	Supp	\$10,727.39
Cpu	Srvc	\$108.64
Cretex	Concrete	\$2,845.50
CrlinaSftwr	Supp	\$700.00
CrnEle	Supp	\$662.51
CrsntEle	Supp	\$24.10
CspAreaChmb	Funds	\$561.00
CspContr	Supp	\$4,082.87
CspFire	Srvc	\$817.36
Cspr-AlcovaIrrigation	Contract	\$55,404.45
CsprMtnFireDist	Srvc	\$140,000.00
CsprMuseumConsort	Funds	\$2,000.00
CsprPlntrm	Admissions	\$173.00
CsprTire	Supp	\$310.00
CspStr	Ad	\$42.72
CspWnnlsn	Parts	\$598.28
CST	Ads	\$4,217.95
CSTAds	Ads	\$1,517.10
Cstlbrook	Misc	\$200.00
DblDWldng	Supp	\$2,090.00
DBoomsma	Reimb	\$91.32
DckrAut	Glass	\$562.14
Dell	Supp	\$5,682.04
Dex	Ad	\$1,920.00
DGoehring	Reimb	\$100.00

DixonCrkSW	Supp	\$1,500.00
DKepnr	Supp	\$185.45
DktaDist	Supp	\$88.43
DltDntlPln	Claims	\$1,387.75
DnvrIndSls	Supp	\$319.42
DpcInd	Supp	\$21,742.72
DrvTrain	Parts	\$1,374.22
DSalisbury	Reimb	\$668.05
DsrtMtnCorp	Supp	\$4,462.29
DvdsonFxd	mgmt Srvc	\$6,773.97
E-470 PblcHwy	Fees	\$1.30
EglEle	Parts	\$3,360.47
Elert&Assoc	Srvc	\$4,725.00
ElMarko	Srvc	\$315.00
EnnisPnt	Supp	\$28,280.12
EnrgyLab	Tests	\$6,237.00
EntenmnnRovn	Parts	\$284.50
EntRentACar	rental	\$322.64
ERIEngnrng	Srvc	\$21,318.20
Esco	Supp	\$3,452.46
EstgateTrvl	Srvcs	\$182.19
Eurofins	Srvcs	\$200.00
ExpressPrnting	Printing	\$78.00
FastenalInd&Const	Supp	\$38.63
FedEx	Shipping	\$312.75
FFA	Refunds	\$49.50
FGallegos	Reimb	\$100.00
FIB	Fees	\$2,386.81
FIBPettyCsh	Funds	\$1,280.96
Flmng	Supp	\$16.15
Fltprd	Supp	\$36.60
FnshLnSys	Supp	\$2,584.49
ForemostPromo	Supp	\$1,340.19
FPryorSmnr	Srvc	\$396.00
FreedomFoods	Supp	\$332.50
FrstGear	Supp	\$250.46
FrstIntrst	Srvc	\$40.00
Ftmrc	Supp	\$2,400.00
FTremel	Reimb	\$59.90
GallesGH	Supp	\$516.90
Galls	Uniforms	\$804.10
Geotec	Supp	\$75.00
GeoTSndrs	Supp	\$151.74
GldrAsoc	Srvc	\$214.13
GlendaleInd	Supp	\$17.25

Gltnglvs	Supp	\$859.50
GnrlShlBrck	Supp	\$386.34
GobleSampson	Supp	\$392.10
GovtFinanceOfficers	Dues	\$305.00
Granicus	Supp	\$725.00
GrndEngCnslt	Consulting	\$2,977.50
Grngr	Supp	\$2,830.38
GrnlEq	Supp	\$349.81
Grnr	Supp	\$201.34
GrnrFrd	Supp	\$345.72
GrnsSwr&Drm	Parts	\$128.00
GrphcProd	Supp	\$162.24
GrwthProd	Supp	\$6,314.72
GunnersMtrs	Supp	\$3,549.00
HarrisCmptr	Supp	\$63,505.70
Hawkins	Supp	\$2,941.45
HDREng	Contract	\$490.00
HDSpply	Supp	\$857.09
Hensbattery	Supp	\$415.40
HighPlainsConst	Supp	\$18,348.12
HldyInn	Lodging	\$83.93
Hllcrst	Water	\$172.75
HmeDpt	Supp	\$1,976.93
Homx	Fuel	\$77,147.18
Honnen	Supp	\$274.96
HoodsEquip	Supp	\$1,817.19
Hose&Rbr	Supp	\$579.02
HowardSupp	Supp	\$111.02
HPCo.	Software	\$8,574.58
HrbrFrghTtools	Tools	\$14.58
Icma	Dues	\$2,521.43
IknOff	Srvc	\$518.71
IkonFin	Srvc	\$786.45
IndDist	Supp	\$31.98
IndScrn	Supp	\$786.00
InKindSrvc	Funds	\$442.00
Installation&Srvc	Srvcs	\$5,445.09
Instlltion&SrvcCo	Supp	\$49,005.78
IntlPblcMgmt	Traing	\$149.00
IntrstBttrs	Batteries	\$156.70
IrrigationTech	Srvcs	\$9,290.00
IRS	Fees	\$880.00
Isc	Equip	\$4,110.24
JacobsEng	Srvcs	\$14,194.07
JBake	Reimb	\$2,706.99

JCKirk	Reimb	\$155.90
JcksTrk	Parts	\$2,335.64
JDobberthein	Refunds	\$59.93
JDWolfe	Refunds	\$85.14
JhunnyApplsd	Supp	\$1,710.00
JhnsnCtrls	Misc	\$2,729.67
JirdnAgri	Parts	\$2,207.90
JKllrAssoc	Srvc	\$239.00
JMcCallister	Refunds	\$42.18
JProudfoot	Reimb	\$500.00
JQuinn	Refunds	\$88.92
JTiller	Reimb	\$116.65
JWEbb	Refunds	\$22.46
JWetzel	Reimb	\$321.86
JWilhelm	Reimb	\$118.00
KCrowell	Reimb	\$139.00
KeepAmerica	Fees	\$200.00
KFC	Refunds	\$100.00
KHallock	Reimb	\$126.61
KKing	Reimb	\$228.64
KKinser	Refunds	\$28.59
KKraft	travel	\$31.37
KMortimer	Refunds	\$150.00
KnfeRvr	Srvc	\$29,259.57
Knpp	Supp	\$514.70
Kone	Srvc	\$2,979.34
KParker	Refunds	\$26.80
KSchlager	Reimb	\$169.93
Kstlr	Supp	\$20.00
KTED	Ad	\$250.00
Labstrong	Srvcs	\$336.16
Lamr	Ads	\$1,600.00
LArcher	Refunds	\$24.74
LbrRdyCentral	Supp	\$1,246.04
LChristensen	Reimb	\$75.00
Liftoff	Srvcs	\$4,000.00
Lina	ins	\$289.98
LKadramas	Srvcs	\$3,918.75
LongBldgTech	maint	\$850.00
LubricationSrvcs	Fuel	\$486.63
LxisNxis	Srvc	\$464.39
LyleSgns	Srvc	\$2,945.00
MacDonalEquip	Parts	\$1,226.37
Manpwr	Srvc	\$341.66
MasekGolf	Parts	\$320.43

Mastercard	Srvc	\$1,853.55
MaxwellProd	Supp	\$25,189.32
MBrogan	Refunds	\$60.15
MccoySales	Supp	\$314.26
MCEnterprises	Supp	\$26.95
McMrry	Concrete	\$19,458.14
Menard	Supp	\$446.85
Menards	Supp	\$12,472.29
MercerHouse	Refunds	\$150.00
MetechRecy	Srvc	\$15,445.80
MichlFnce	Supp	\$413.20
Microniche	Fees	\$1,400.00
MidIndImp	Parts	\$966.84
MISIndustrSupp	Supp	\$286.44
MKortman	Reimb	\$160.62
MMSMedicalSply	Supp	\$2,439.25
ModernElect	Reprs	\$3,067.00
MOgden	Reimb	\$165.00
Mrdchs	Supp	\$12.99
MtnScales	Supp	\$200.00
MtnStatesPipe	Supp	\$859.61
MtnStsLthgr	Supp	\$176.75
MWilhelms	Reimb	\$75.00
Napa	Parts	\$1,422.92
National	Srvcs	\$999.45
NatlAssocofLegalAssist	Dues	\$125.00
NBS	ins	\$457.55
NCClerk	Srvc	\$393.00
NCHHealthDept	Funds	\$600,000.00
NCLibrary	Funds	\$325,000.00
NCSchool	Srvc	\$90.00
Networkfleet	Srvcs	\$1,513.76
Nevs	Uniforms	\$301.70
NewDawnTech	Srvcs	\$19,118.75
NolandFeed	Supp	\$86.40
Norco	Supp	\$5,649.44
NtlDvlpmntCncil	Srvc	\$833.33
OhlsonLavoie	Srvcs	\$41,271.57
OilCtyPrinters	Printing	\$1,380.25
OlsonAtoBdy	Srvc	\$5,234.03
OneCallofWy	Srvc	\$837.75
O'reillyAuto	Supp	\$16.16
Orkin	Srvc	\$159.00
OvrhdDoor	Supp	\$33,963.61
PAbrams	Reimb	\$90.10

Paciolan	Srvc	\$47,000.00
PblcTech	Srvc	\$5,000.00
Pdns	Misc	\$1,797.00
PentairValves	Srvcs	\$670.93
Popsh	Supp	\$8,313.42
PristineWtr	Supp	\$7,524.40
ProKote	Equip	\$222.23
PSCC-COC	Srvc	\$1,503.00
PstlPros	Billing	\$11,320.54
PublicAgencyTraining	Seminar	\$295.00
PwdrRiverShrd	Shredding	\$75.00
PwrEquip	Supp	\$2,474.34
QltyOffSltns	Supp	\$320.02
Quiznos	Refunds	\$36.88
RadioShck	Supp	\$25.98
RckyMtnPwr	Srvc	\$276,622.97
Rdotctn	Supp	\$167.49
RdoShk	Supp	\$18.47
RootrSwr	Srvc	\$8,867.98
RotoRouter	Srvc	\$703.44
RRMgmt	Srvc	\$1,153.40
RSmith&Assoc	Traing	\$600.00
RSzekely	Srvcs	\$506.25
RVlach	Reimb	\$75.00
SalemMnrsl	Supp	\$648.35
SamParsonUpholst	Srvcs	\$580.16
Sams	Supp	\$2,996.01
SBell	Reimb	\$28.87
SftyKln	Srvc	\$6,382.08
SGiorgi	Reimb	\$382.50
SGriffin	Reimb	\$236.00
ShawBuilders	Refunds	\$40.96
SheetMtl	Supp	\$8,047.50
Shirts&More	Uniforms	\$1,340.50
ShoshoneDist	Supp	\$1,492.50
ShrwnWllms	Supp	\$1,607.88
SimplotPrtnrs	Supp	\$1,590.00
SkylineRnchs	Srvc	\$352.65
SlrwndsWrldwide	Supp	\$1,795.00
SNunn	Reimb	\$124.39
SrcGs	Gas	\$17,579.21
SRodgers	Reimb	\$75.00
StarLine	Supp	\$439.30
StofWyDEQ	Srvc	\$1,323.44
StotzEquipment	Srvcs	\$4,200.34

StWyOffStLnds	Fees	\$96,220.69
SunCtryDist	Supp	\$3,295.92
SuthrLnds	Supp	\$740.46
Sysco	Supp	\$8,555.30
TBurback	Refunds	\$53.38
TCortez	Reimb	\$39.00
TetraTech	Supp	\$1,125.00
Think&Do	Srvcs	\$399.00
TireDist	Rep	\$225.50
TLO	Srvcs	\$111.75
TooleDesignGrp	Srvcs	\$1,802.29
TopOff	Srvc	\$124.89
TorringtonSod	Supp	\$1,378.30
TrffcPrkngCntrl	Supp	\$2,696.80
TrffcPrts	Supp	\$660.00
Trugreen	Srvcs	\$565.00
TurnkeySrvcs	Srvcs	\$3,001.32
TwnsqrMedia	Advertising	\$767.00
UnionTelCo	Srvc	\$140.15
UnitedOfficeSupply	Refunds	\$499.85
UntdWayNC	Misc	\$90.00
UOkPress	Publication	\$206.52
UPS	Shipping	\$582.23
UPSSStore	Shipping	\$36.46
UrgntCrNow	Srvc	\$894.00
USDeptofEnergy	Fees	\$9,295.65
UsPstmstr	Mailbox	\$445.80
UsWldng	Supp	\$3,236.97
UtltyBlISltns	Srvc	\$1,382.66
UWCo-opExt	Seminar	\$23,504.00
VermeerSales	Supp	\$723.95
Vidlink	Srvcs	\$3,600.00
VnDiest	Supp	\$6,017.86
Volvo	Supp	\$2,973.19
Vrison	Srvc	\$5,247.70
VSP	Ins	\$1,058.49
Walgreens	Refunds	\$75.00
WarneChemical	Supp	\$329.50
WasteConn	Srvc	\$200.00
WChambers	Reimb	\$113.80
Wear	Parts	\$219.93
WestGrp	Subscrip	\$734.08
WGonzales	Reimb	\$68.16
WGudahl	Reimb	\$352.27
WHawkinsJR	Refunds	\$18.76

WirelessAdvncd	Supp	\$408.75
WitmerAssoc	Supp	\$334.48
WllmsPrtrDay	Srvc	\$175.00
WndrBar	Meals	\$40.75
WolfgangofWY	Srvcs	\$3,333.33
WolvrnDist	Supp	\$713.61
WrdwllWtrSwr	Utility	\$57.01
WrthngtnLenhrt&Carpntr	Srvc	\$137.50
WScott	Reimb	\$5.94
WstlndPrk-RedButtes	Srvc	\$2,144.46
WstrnLock	Supp	\$76.24
WstrnMed	Medical	\$528.00
WstrnPlnsEng	Supp	\$1,790.00
WstrnStsFire	Supp	\$184.00
WstrnSttsCrctBrkrs	Supp	\$4,978.78
WstrnWtrCons	Srvc	\$20,455.98
WstsdAnmlHsptl	Srvc	\$167.75
WWT	Srvc	\$224,752.58
WYAssocRkMgmt	Srvc	\$517,912.90
WyattElect	Srvc	\$287.02
WyBsnssCltnHlth	Traing	\$5,500.00
WyCfrncBldgOff	training	\$150.00
WyCmp	Supp	\$1,136.00
Wydot	Srvc	\$1,968.82
WyMach	Parts	\$974.96
WyNotaryDiv	Fees	\$30.00
WyPlntCo	Supp	\$1,392.48
WyStl	Supp	\$5,707.50
WyWrkWrhse	Supp	\$121.47
Xrx	Srvc	\$264.85
YthCrisisCtrCorp	Srvc	\$10,444.81
ZLopez	Reimb	\$241.74
		\$4,039,974.22

Mayor Schlager presented Karl Killmer with a plaque of appreciation for his 15 years of service on the Casper-Natrona Board of Health.

Moved by Councilman Hopkins, seconded by Councilman Meyer, to, by minute action establish August 20, 2013, as the public hearing date for the consideration of the zone change of 523 South Beech Street; plat with an accompanying Sub-Area Plan, to create McMurry Business Park No. 6; Transfer of Location of Retail Liquor License #5, Elixir, LLC, located at 800 Antler Drive; and Issuance of a Restaurant Liquor License #3 to Thai of Casper, LLC, d.b.a. Lai Thai Restaurant, located at 303 South Wolcott Street. Motion passed unanimously.

Mayor Schlager opened the public hearing for the consideration of annexation and rezoning to create Triflection Addition No. 2.

City Attorney Luben entered 2 exhibits, and City Manager Patterson provided a brief report.

No one spoke in favor or in opposition of the proposed annexation and rezoning to create Triflection Addition No. 2.

Following ordinance read:

ORDINANCE NO. 21-13  
AN ORDINANCE APPROVING THE ANNEXATION, AND ZONING AS C-3 (CENTRAL BUSINESS), OF A 6,000 SQUARE FOOT PORTION, MORE OR LESS, OF THE SW1/4NE1/4, SECTION 9, T33N, R79W, 6TH P.M., AND THE VACATION AND REPLAT OF LOT 2, TRIFLECTION ADDITION, TO CREATE THE TRIFLECTION ADDITION NO. 2.

Councilman Hedquist presented the foregoing ordinance for adoption. Seconded by Councilman Bertoglio. Motion passed unanimously.

Mayor Schlager opened the public hearing for the consideration of the vacation and replat creating Whispering Springs Lots 8A, 9A, & 10B, Block 5 and a rezoning to adjust the boundary of the R-2 (one unit residential) and R-3 (one to four unit residential) zoning districts.

City Attorney Luben entered 2 exhibits, and City Manager Patterson provided a brief report.

Speaking in support was Jason Myers, WLC Engineers, addressed the Council, responded to questions, and requested Council's favorable consideration of the issues involving Whispering Springs.

Following ordinance read:

ORDINANCE NO. 22-13  
AN ORDINANCE APPROVING A REPLAT CREATING WHISPERING SPRINGS, LOTS 8A, 9A AND 10B, BLOCK 5; AND A ZONE CHANGE OF SAID LOTS TO ADJUST THE BOUNDARY OF THE R-2 (ONE UNIT RESIDENTIAL) AND R-3 (ONE TO FOUR UNIT RESIDENTIAL) ZONING DISTRICTS TO FOLLOW THE NEW SHARED LOT LINE.

Councilman Meyer, presented the foregoing ordinance for adoption. Seconded by Councilman Powell. Motion passed unanimously.

Mayor Schlager opened the public hearing for the consideration of the rezoning 315 North Kimball Street.

City Attorney Luben entered 2 exhibits, and City Manager Patterson provided a brief report.

Speaking in support was Pamela Mitchell owner of the property 315 North Kimball.

There being no others to speak for or against the issues involving the rezoning of the property at 315 North Kimball, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 23-13  
AN ORDINANCE APPROVING A ZONE CHANGE FOR  
LOT 5, BLOCK 59 OF THE CASPER ADDITION  
SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilman Hedquist, presented the foregoing ordinance for adoption. Seconded by Councilman Cathey. Motion passed unanimously.

Following ordinance read:

ORDINANCE NO. 19-13  
AN ORDINANCE AMENDING ORDINANCE NO. 24-99,  
PERTAINING TO THE FRANCHISE AGREEMENT WITH  
PACIFICORP, AN OREGON CORPORATION, DOING  
BUSINESS AS PACIFIC POWER AND LIGHT COMPANY.

Council Meyer presented the foregoing ordinance for adoption, on third reading. Seconded by Councilman Bertoglio. Councilman Cathey, Goodenough, Sandoval voted nay. Motion passed.

The following ordinances were considered, on second reading, without discussion.

Following ordinance read:

ORDINANCE NO. 16-13  
AN ORDINANCE APPROVING THE ANNEXATION  
AND PLAT CREATING THE HERITAGE HILLS ADDITION  
NO. 2, AND ZONING THE HERITAGE HILLS ADDITION NO.  
2 R-2 (ONE UNIT RESIDENTIAL).

ORDINANCE NO. 17-13  
AN ORDINANCE APPROVING THE ANNEXATION AND  
PLAT CREATING THE RIVER PARK II ADDITION, AND  
ZONING THE RIVER PARK II ADDITION R-1  
(RESIDENTIAL ESTATE).

ORDINANCE NO. 18-13  
AN ORDINANCE APPROVING A ZONE CHANGE FOR  
BLOCKS 13 AND 20, COMMUNITY PARK ADDITION

SUBDIVISION IN THE CITY OF CASPER, WYOMING.

ORDINANCE NO. 20-13

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 10.88 OF THE CASPER MUNICIPAL CODE, PERTAINING TO TRUCK TRAFFIC.

Council Hopkins presented the foregoing ordinances for adoption, on second reading. Seconded by Councilman Cathey. Motion passed unanimously.

Following Ordinance read:

ORDINANCE NO. 24-13

AN ORDINANCE APPROVING THE VACATION OF THE ALLEY LOCATED IN BLOCK 91, CASPER ADDITION.

Councilman Meyer presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Powell.

City manager Patterson provided a brief report.

All voted Aye. Passed.

Following Ordinance read:

ORDINANCE NO. 25-13

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF SOUTH SPRUCE STREET, AND A PORTION OF WEST 20<sup>th</sup> STREET, BOTH LOCATED WITHIN THE COMMUNITY PARK ADDITION TO THE CITY OF CASPER.

Councilman Bertoglio presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Powell.

City manager Patterson provided a brief report.

All voted Aye. Passed.

The following resolutions were considered, by consent agenda.

Following resolutions read:

RESOLUTION NO. 13-195

A RESOLUTION APPROVING THE REPLAT OF LOTS 10, 11, AND 18, BLACKMORE VISTA ADDITION NO. 4 AS BLACKMORE VISTA ADDITION NO. 4, BLOCK 2, LOTS 19, 20, 21, AND 22, AND THE ASSOCIATED SUBDIVISION AGREEMENT.

RESOLUTION NO. 13-196

A RESOLUTION ACCEPTING A WYOMING BUSINESS COUNCIL GRANT FOR A DOWNTOWN RESTROOM AND PARKING STRUCTURE IMPROVEMENTS.

RESOLUTION NO. 13-197

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2013-2014 CONTRACT WITH THE CASPER AREA TRANSPORTATION COALITION, IN AN AMOUNT NOT TO EXCEED \$28,500 FOR THE PROVISION OF SUBSIDIZED FARES TO LOW-INCOME RESIDENTS.

RESOLUTION NO. 13-198

A RESOLUTION ADOPTING THE 2013-2014 AMENDMENT TO THE ANNUAL ACTION PLAN, APPROVING THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND AUTHORIZING SUBMISSION OF THE SAME TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

RESOLUTION NO. 13-199

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ROBERTSON ROAD TRAIL EXTENSION.

RESOLUTION NO. 13-200

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DALE BUCKINGHAM ARCHITECTS, LLC, FOR PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE NEW MUNICIPAL GOLF COURSE MAINTENANCE FACILITY.

RESOLUTION NO. 13-201

A RESOLUTION AUTHORIZING AN ENCROACHMENT VARIANCE WITH PRESERVE CASPER II LLC FOR THE GREENWAY PARK II SUBDIVISION.

RESOLUTION NO. 13-202

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FROM BUREAU OF JUSTICE ASSISTANCE, AND A MEMORANDUM OF UNDERSTANDING WITH NATRONA COUNTY.

RESOLUTION NO. 13-203

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NATRONA COUNTY COMMISSIONERS FOR THE PROVISION OF JUVENILE DETENTION SERVICES.

RESOLUTION NO. 13-204

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE SALT CREEK HIGHWAY

AND US 20/26 BYPASS SANITARY SEWER REALIGNMENT PROJECT.

RESOLUTION NO. 13-205

A RESOLUTION AUTHORIZING A CONTRACT WITH NATRONA COUNTY SCHOOL DISTRICT FOR THE SCHOOL CROSSING GUARD PROGRAM FOR THE 2013-2014 SCHOOL YEAR.

Councilman Powell presented the foregoing eleven (11) resolutions for adoption. Seconded by Councilman Sandoval. A vote on the resolutions resulted in all ayes except Councilmen Hedquist, Cathey and Mayor Schlager voted nay to Resolution No. 13-205.

Moved by Councilman Bertoglio, seconded by Councilman Meyer, to, by minute action.

- 1) Reappointing David J. Harrington and Dan Hill to the Casper Municipal Band Commission three-year term expiring June 30, 2016.
- 2) Sole Source Purchase of Self-Contained Breathing Apparatus' from Avon ISI, to be used by the Casper Fire-EMS Department, in the Amount not to Exceed \$300,000.
- 3) Authorize Purchase of One New Zero Turn Mower, from Greenline Equipment, Casper, Wyoming, to be used in the Waste Water Treatment Plant Division of the Public Services Department, in the amount of \$6,084.09.

Motion passed unanimously.

Individuals addressing the Council were: Woody Giles, 290 Magnolia; Angela Emery, Platte River Trust, 1775 West 1<sup>st</sup> Street; and Pat Sweeney, 123 West "E" Street.

Council members briefly discussed meetings and events they had attended in the past week.

Mayor Schlager noted the next meetings of the City Council will be one work session to be held Tuesday, August 13, 2013, 4:30 p.m., in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, August 20, 2013, in the Council Chambers.

Moved by Councilman Bertoglio, seconded by Councilman Hedquist, to, by minute action adjourn. Motion passed unanimously.

The meeting was adjourned at 7:02 p.m.

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

## A TO Z TOWING LLC.

13N-183 TOWING	\$75.00	
13C-088 TOWING	\$75.00	
13N-180 TOWING	\$130.00	
13C-082 TOWING	\$75.00	
13N-181 TOWING	\$130.00	
<b>\$485.00</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
<b>\$485.00</b>	<b>Subtotal for Vendor</b>	

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

13-7-231 POSTAGE	\$24.64	
	<b>\$24.64</b>	<b>Subtotal for Dept.</b> City Attorney
13-7-233 POSTAGE	\$1.09	
	<b>\$1.09</b>	<b>Subtotal for Dept.</b> City Manager
13-7-237 POSTAGE	\$27.24	
	<b>\$27.24</b>	<b>Subtotal for Dept.</b> Fire
13-7-239 POSTAGE	\$0.55	
	<b>\$0.55</b>	<b>Subtotal for Dept.</b> Garage
13-7-240 POSTAGE	\$4.67	
	<b>\$4.67</b>	<b>Subtotal for Dept.</b> Metro Animal
13-7-249 POSTAGE	\$141.47	
13-7-243 POSTAGE	\$227.23	
	<b>\$368.70</b>	<b>Subtotal for Dept.</b> Police
	<b>\$426.89</b>	<b>Subtotal for Vendor</b>

## AAA SEWER & DRAIN SVC INC.

13663 SVC LINE CLEAN/CCTV	\$245.00	
	<b>\$245.00</b>	<b>Subtotal for Dept.</b> Sewer
	<b>\$245.00</b>	<b>Subtotal for Vendor</b>

## ABDALLAH, ANTHONY

0020430599 DEPOSIT/CREDIT REFUND	\$60.15	
	<b>\$60.15</b>	<b>Subtotal for Dept.</b> Water
	<b>\$60.15</b>	<b>Subtotal for Vendor</b>

## ACE HARDWARE

087785 LEACHATE RISER PARTS	\$66.46	
087976 PARTS FOR VENT CAPS	\$77.04	
	<b>\$143.50</b>	<b>Subtotal for Dept.</b> Balefill
088292 KILLER WASP FOAM	\$4.97	
088201 STIFF POLY PUSHBROOM	\$32.99	
088296 PAINTBRUSH, ROLLERS, FOAM	\$264.81	
088279 ACERSTP CNTL BLU	\$19.96	
	<b>\$322.73</b>	<b>Subtotal for Dept.</b> Parks
087937 BOLTS FOR SAFETY CHAIN INSTALL	\$8.34	
	<b>\$8.34</b>	<b>Subtotal for Dept.</b> Waste Water
087988 MISC SUPPLIES	\$38.46	
088088 WASP AND HORNET SPRAY	\$136.50	
088094 BATTERIES	\$60.94	
	<b>\$235.90</b>	<b>Subtotal for Dept.</b> Weed And Pest

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

**\$710.47** Subtotal for Vendor

## AIRGAS INTERMOUNTAIN, INC.

9909151673 CYL RENTAL	\$21.22
9909888858 CYL RENTAL	\$21.86
9908409908 CYL RENTAL	\$21.86
9910607875 CYL RENTAL	\$24.55

**\$89.49** Subtotal for Dept. Garage

9911468331 AIR CYLINDER FOR TRAINING	\$669.95
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**\$669.95** Subtotal for Dept. Police

**\$759.44** Subtotal for Vendor

## ALLIED INSURANCE

BD7900403096 NOTARY	\$50.00
BD7900403177 NOTARY	\$50.00

**\$100.00** Subtotal for Dept. Police

**\$100.00** Subtotal for Vendor

## ALTITUDE VETERINARY HOSPITAL

537178 VET SERVICES	\$86.00
538021 VET SERVICES	\$478.08
537305 VET SERVICES	\$223.45
536875 VET SERVICES	\$155.00

**\$942.53** Subtotal for Dept. Metro Animal

**\$942.53** Subtotal for Vendor

## AMERICAN LINEN, INC.

LCAS789307 LAUNDRY	\$1.90
LCAS789307 LAUNDRY	\$59.71

**\$61.61** Subtotal for Dept. Balefill

LCAS789307 MATS	\$48.91
LCAS791093 MATS	\$41.61
LCAS789297 MATS	\$3.25

**\$93.77** Subtotal for Dept. Buildings And Grounds

LCAS789297 LAUNDRY	\$133.01
LCAS791093 LAUNDRY	\$133.01

**\$266.02** Subtotal for Dept. Garage

LCAS789307 LAUNDRY	\$16.10
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**\$16.10** Subtotal for Dept. Refuse Collection

LCAS789294 LAUNDRY	\$58.32
LCAS787512 LAUNDRY	\$58.32
LCAS785757 LAUNDRY	\$58.32

**\$174.96** Subtotal for Dept. Sewer

LCAS791095 LAUNDRY	\$153.95
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**\$153.95** Subtotal for Dept. Streets

LCAS791094 LAUNDRY	\$30.20
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**\$30.20** Subtotal for Dept. Traffic

LCAS789293 LAUNDRY	\$152.47
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**\$152.47** Subtotal for Dept. Waste Water

**\$949.08** Subtotal for Vendor

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

## ANIMAL HOSPITAL OF CASPER

255127 VET BOARDING K9

\$192.50

**\$192.50** Subtotal for Dept. Police

**\$192.50** Subtotal for Vendor

## ARCADIS U.S., INC.

0533236 ENGINEERING SERVICES CASPER

\$15,942.46

**\$15,942.46** Subtotal for Dept. Garage

0533179 HEADWORKS BLDG SCREEN REPLACEM

\$1,160.00

**\$1,160.00** Subtotal for Dept. Waste Water

**\$17,102.46** Subtotal for Vendor

## ARROWHEAD, INC.

1934 HVAC MAINTENANCE

\$180.00

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

**\$180.00** Subtotal for Vendor

## AT & T MOBILITY

X07232013 WIRELESS ACCESS

\$40.29

**\$40.29** Subtotal for Dept. Police

**\$40.29** Subtotal for Vendor

## ATLANTIC ELECTRIC, INC.

4690 BALER REPAIRS

\$415.00

**\$415.00** Subtotal for Dept. Balefill

4664 REC CNTR CHLORIDE BATTERY SYST

\$4,045.79

**\$4,045.79** Subtotal for Dept. Perpetual Care

**\$4,460.79** Subtotal for Vendor

## ATLAS OFFICE PRODUCTS

212529I OFFICE SUPPLIES

\$6.98

**\$6.98** Subtotal for Dept. Aquatics

214393I OFFICE SUPPLIES

\$28.73

**\$28.73** Subtotal for Dept. City Manager

214504 OFFICE SUPPLIES

\$58.54

214392I OFFICE SUPPLIES

\$47.59

**\$106.13** Subtotal for Dept. Council

214688 OFFICE SUPPLIES

\$75.05

**\$75.05** Subtotal for Dept. Fire

213737 OFFICE SUPPLIES

\$19.84

214637 OFFICE SUPPLIES

\$31.95

**\$51.79** Subtotal for Dept. Information Services

214050I OFFICE SUPPLIES

\$117.69

**\$117.69** Subtotal for Dept. Metro Animal

213292 OFFICE SUPPLIES

\$29.99

**\$29.99** Subtotal for Dept. Owner Occupied Gen Rehab

213292 OFFICE SUPPLIES

\$29.99

**\$29.99** Subtotal for Dept. Planning

213591I OFFICE SUPPLIES

\$12.34

**\$12.34** Subtotal for Dept. Property & Liability Insurance

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

212529I OFFICE SUPPLIES

\$22.56

**\$22.56** Subtotal for Dept. Recreation

**\$481.25** Subtotal for Vendor

## ATLAS REPRODUCTION

105258 LAMINATE AUG P&Z POSTERS

\$36.00

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

RIN0022295 PRINTING

\$7.00

**\$7.00** Subtotal for Dept. Engineering

RIN0022296 PRINTING

\$5.00

**\$5.00** Subtotal for Dept. Planning

**\$48.00** Subtotal for Vendor

## B&B RUBBER STAMP SHOP, LLC.

114163 METRO STAMPS

\$45.00

**\$45.00** Subtotal for Dept. Metro Animal

114310 NOTARY STAMP

\$38.90

**\$38.90** Subtotal for Dept. Police

**\$83.90** Subtotal for Vendor

## BALEFILL

1339/103119 SANITATION

\$15.00

**\$15.00** Subtotal for Dept. Casper Events Center

1967/102390 SANITATION

\$15.00

1967/103421 SANITATION

\$15.00

542/103336 SANITATION

\$372.70

**\$402.70** Subtotal for Dept. Code Enforcement

247/103512 SANITATION

\$35.25

247/103384 SANITATION

\$45.00

247/103070-103071 SANITATION

\$83.00

247/103082 SANITATION

\$123.75

247/103414 SANITATION

\$75.00

247/102085 SANITATION

\$15.00

247/103137 SANITATION

\$45.00

247/103300 SANITATION

\$42.90

247/103354 SANITATION

\$15.00

**\$479.90** Subtotal for Dept. Parks

2772/103347 SANITATION

\$5,607.45

2772/103467 SANITATION

\$6,281.10

2772/103503 SANITATION

\$5,842.05

2772/103429 SANITATION

\$48,405.00

2772/103405 SANITATION

\$5,726.85

2772/102399 SANITATION

\$6,578.10

2772/103427 SANITATION

\$6,390.00

2772/103290 SANITATION

\$6,000.45

2772/103100 SANITATION

\$5,956.80

2772/103130 SANITATION

\$5,942.25

**\$102,730.05** Subtotal for Dept. Refuse Collection

1666/103494 SANITATION

\$369.84

**\$369.84** Subtotal for Dept. Streets

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

1276/103426 SANITATION	\$194.85	
1276/103404 SANITATION	\$272.09	
1276/103502 SANITATION	\$189.29	
1276/103129 SANITATION	\$96.75	
1276/103346 SANITATION	\$12,014.28	
	<b>\$12,767.26</b>	<b>Subtotal for Dept. Waste Water</b>
	<b>\$116,764.75</b>	<b>Subtotal for Vendor</b>

## BENTZ'S TOWN PUMP

RIN0022270 FUEL	\$73.45	
	<b>\$73.45</b>	<b>Subtotal for Dept. Garage</b>
	<b>\$73.45</b>	<b>Subtotal for Vendor</b>

## BIRD, KEN

0020430600 DEPOSIT/CREDIT REFUND	\$6.44	
	<b>\$6.44</b>	<b>Subtotal for Dept. Water</b>
	<b>\$6.44</b>	<b>Subtotal for Vendor</b>

## BLOEDORN LUMBER BUILDING MATERIALS

12372800 CSPR SRV MTRLS	\$489.83	
1244801 CSPR SRV XTR MTRLS	\$8.10	
	<b>\$497.93</b>	<b>Subtotal for Dept. Owner Occupied Gen Rehab</b>
1163406 250 EAST K FNDTION REPAIR MTRL	\$131.87	
	<b>\$131.87</b>	<b>Subtotal for Dept. Planning</b>
	<b>\$629.80</b>	<b>Subtotal for Vendor</b>

## BLUE RIBBON SOD

7417 SOD FOR LEGION BASEBALL	\$1,312.00	
	<b>\$1,312.00</b>	<b>Subtotal for Dept. Capital Projects</b>
	<b>\$1,312.00</b>	<b>Subtotal for Vendor</b>

## BOOMTOWN COMMERCIAL SWEEPING, LLC.

2664 WEED CONTRACT	\$1,393.15	
	<b>\$1,393.15</b>	<b>Subtotal for Dept. Code Enforcement</b>
	<b>\$1,393.15</b>	<b>Subtotal for Vendor</b>

## BRAD HALL & ASSOCIATES

NP38445949 FUEL	\$639.14	
	<b>\$639.14</b>	<b>Subtotal for Dept. Fire</b>
	<b>\$639.14</b>	<b>Subtotal for Vendor</b>

## BRESNAN COMMUNICATIONS/OPTIMUM

RIN0022284 INTERNET SERVICE	\$11.20	
	<b>\$11.20</b>	<b>Subtotal for Dept. Balefill</b>
RIN0022284 INTERNET SERVICE	\$29.88	
	<b>\$29.88</b>	<b>Subtotal for Dept. Casper Events Center</b>
RIN0022284 INTERNET SERVICE	\$9.34	
	<b>\$9.34</b>	<b>Subtotal for Dept. City Attorney</b>
RIN0022284 INTERNET SERVICE	\$9.36	
	<b>\$9.36</b>	<b>Subtotal for Dept. City Manager</b>
RIN0022284 INTERNET SERVICE	\$14.94	
	<b>\$14.94</b>	<b>Subtotal for Dept. Code Enforcement</b>

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

RIN0022284 INTERNET SERVICE	\$16.80		
	<b>\$16.80</b>	Subtotal for Dept.	Council
RIN0022284 INTERNET SERVICE	\$24.27		
	<b>\$24.27</b>	Subtotal for Dept.	Engineering
RIN0022284 INTERNET SERVICE	\$37.34		
	<b>\$37.34</b>	Subtotal for Dept.	Finance
RIN0022284 INTERNET SERVICE	\$37.34		
	<b>\$37.34</b>	Subtotal for Dept.	Fire
RIN0022284 INTERNET SERVICE	\$1.87		
	<b>\$1.87</b>	Subtotal for Dept.	Fort Caspar
RIN0022284 INTERNET SERVICE	\$11.20		
	<b>\$11.20</b>	Subtotal for Dept.	Garage
RIN0022284 INTERNET SERVICE	\$1.87		
	<b>\$1.87</b>	Subtotal for Dept.	Golf Course
RIN0022284 INTERNET SERVICE	\$5.60		
	<b>\$5.60</b>	Subtotal for Dept.	Hogadon
RIN0022284 INTERNET SERVICE	\$14.94		
	<b>\$14.94</b>	Subtotal for Dept.	Human Resources
RIN0022284 INTERNET SERVICE	\$5.60		
	<b>\$5.60</b>	Subtotal for Dept.	Ice Arena
RIN0022284 INTERNET SERVICE	\$22.41		
	<b>\$22.41</b>	Subtotal for Dept.	Information Services
RIN0022284 INTERNET SERVICE	\$18.67		
	<b>\$18.67</b>	Subtotal for Dept.	Metro Animal
RIN0022284 INTERNET SERVICE	\$3.38		
RIN0022284 INTERNET SERVICE	\$0.36		
	<b>\$3.74</b>	Subtotal for Dept.	Metropolitan Planning
RIN0022284 INTERNET SERVICE	\$11.20		
	<b>\$11.20</b>	Subtotal for Dept.	Municipal Court
RIN0022284 INTERNET SERVICE	\$16.80		
	<b>\$16.80</b>	Subtotal for Dept.	Parks
RIN0022284 INTERNET SERVICE	\$5.60		
	<b>\$5.60</b>	Subtotal for Dept.	Planning
RIN0022284 INTERNET SERVICE	\$82.16		
	<b>\$82.16</b>	Subtotal for Dept.	Police
RIN0022284 INTERNET SERVICE	\$18.67		
	<b>\$18.67</b>	Subtotal for Dept.	Recreation
RIN0022284 INTERNET SERVICE	\$3.73		
	<b>\$3.73</b>	Subtotal for Dept.	Streets
RIN0022284 INTERNET SERVICE	\$3.73		
	<b>\$3.73</b>	Subtotal for Dept.	Traffic
RIN0022284 INTERNET SERVICE	\$13.07		
	<b>\$13.07</b>	Subtotal for Dept.	Waste Water
RIN0022284 INTERNET SERVICE	\$18.67		
	<b>\$18.67</b>	Subtotal for Dept.	Water
	<b>\$450.00</b>	Subtotal for Vendor	

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

## BRIAN SPAULDING

RIN0022320 TRAVEL EXPENSES

\$131.34  
**\$131.34** Subtotal for Dept. Special Assistance  
**\$131.34** Subtotal for Vendor

## CALIFORNIA CONTRACTORS SUPPLIES, INC.

76545 SUNSCREEN TOWELETTES

\$217.92  
**\$217.92** Subtotal for Dept. Parks

76545 SUNSCREEN TOWELETTES

\$217.92  
**\$217.92** Subtotal for Dept. Streets  
**\$435.84** Subtotal for Vendor

## CAPITAL BUSINESS SYSTEMS, INC.

368250 COPY CHARGES

\$17.00  
**\$17.00** Subtotal for Dept. Garage  
**\$17.00** Subtotal for Vendor

## CARTRIDGE WORLD

1002 TONER

\$129.74  
**\$129.74** Subtotal for Dept. Finance  
**\$129.74** Subtotal for Vendor

## CASELLE, INC.

50730 CONTRACT SUPPOT/MAIT

\$125.00  
**\$125.00** Subtotal for Dept. Finance  
**\$125.00** Subtotal for Vendor

## CASPER AREA CHAMBER OF COMMERCE, INC.

18164 SERVICES PROVIDED RESOLUTION

\$9,687.50  
**\$9,687.50** Subtotal for Dept. Social Community Services  
**\$9,687.50** Subtotal for Vendor

## CASPER CONTRACTORS SUPPLY, INC.

1447101 DRIVE PIN, PAT STRIP LOADS

\$46.00  
**\$46.00** Subtotal for Dept. Streets

1446393 DWATER CONVEYOR BARRIER SUPPLY

\$38.00

1446808 DW BLDG CONVEYOR BARRIER EPOXY

\$47.74

**\$85.74** Subtotal for Dept. Waste Water  
**\$131.74** Subtotal for Vendor

## CASPER ELECTRIC, INC.

RIN0022312 OAKCREST BOOSTER STATION GENER

RIN0022312 RETAINAGE

\$21,127.00  
(\$2,112.70)  
**\$19,014.30** Subtotal for Dept. Water  
**\$19,014.30** Subtotal for Vendor

## CASPER PETROLEUM CLUB

59989 MEETING EXPENSE

\$99.83  
**\$99.83** Subtotal for Dept. Council  
**\$99.83** Subtotal for Vendor

## CASPER STAR TRIBUNE - LEGAL ADS ONLY

968320 AD

\$850.60

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

967390 AD

\$792.20

**\$1,642.80** Subtotal for Dept. Council

965310 AD

\$346.00

**\$346.00** Subtotal for Dept. Garage

967738 AD

\$596.00

96770 AD

\$596.00

**\$1,192.00** Subtotal for Dept. Planning

967893 AD

\$47.52

**\$47.52** Subtotal for Dept. Police

**\$3,228.32** Subtotal for Vendor

## CASPER STAR TRIBUNE - SUBSCRIPTIONS

RIN0022281 AD

\$260.00

**\$260.00** Subtotal for Dept. Police

**\$260.00** Subtotal for Vendor

## CENTRAL PAINT & BODY

29212 REPAIR TO '08 DODGE DURANGO

\$908.20

**\$908.20** Subtotal for Dept. Property & Liability Insurance

**\$908.20** Subtotal for Vendor

## CENTURYLINK

RIN0022218 PHONE USE

\$338.49

RIN0022218 PHONE USE

\$37.61

RIN0022256 PHONE USE

\$126.26

**\$502.36** Subtotal for Dept. Casper Events Center

RIN0022265 PHONE USE

\$39.73

**\$39.73** Subtotal for Dept. Cemetery

RIN0022256 PHONE USE

\$33.68

RIN0022265 PHONE USE

\$75.68

**\$109.36** Subtotal for Dept. City Hall

RIN0022256 PHONE USE

\$65.14

**\$65.14** Subtotal for Dept. Code Enforcement

RIN0022256 PHONE USE

\$61.08

RIN0022256 PHONE USE

\$83.46

RIN0022256 PHONE USE

\$65.14

RIN0022256 PHONE USE

\$23.26

RIN0022256 PHONE USE

\$61.08

RIN0022218 PHONE USE

\$37.61

RIN0022256 PHONE USE

\$83.46

RIN0022256 PHONE USE

\$37.61

RIN0022256 PHONE USE

\$61.08

RIN0022256 PHONE USE

\$64.82

RIN0022218 PHONE USE

\$171.81

**\$750.41** Subtotal for Dept. Communications Center

AP00005708071320 PHONE USE

\$3,332.87

AP00013208071320 PHONE USE

\$1,648.70

**\$4,981.57** Subtotal for Dept. Finance

RIN0022256 PHONE USE

\$65.14

RIN0022256 PHONE USE

\$65.14

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

RIN0022218	PHONE USE	\$37.61		
RIN0022256	PHONE USE	\$65.14		
RIN0022256	PHONE USE	\$65.14		
RIN0022256	PHONE USE	\$74.30		
RIN0022218	PHONE USE	\$37.61		
RIN0022218	PHONE USE	\$75.22		
RIN0022218	PHONE USE	\$37.61		
RIN0022218	PHONE USE	\$37.61		
		<b>\$560.52</b>	<b>Subtotal for Dept.</b>	<b>Fire</b>
RIN0022218	PHONE USE	\$37.61		
RIN0022256	PHONE USE	\$63.10		
		<b>\$100.71</b>	<b>Subtotal for Dept.</b>	<b>Garage</b>
RIN0022256	PHONE USE	\$43.42		
		<b>\$43.42</b>	<b>Subtotal for Dept.</b>	<b>Golf Course</b>
RIN0022218	PHONE USE	\$37.61		
		<b>\$37.61</b>	<b>Subtotal for Dept.</b>	<b>Human Resources</b>
RIN0022256	PHONE USE	\$65.14		
RIN0022218	PHONE USE	\$79.29		
		<b>\$144.43</b>	<b>Subtotal for Dept.</b>	<b>Parking</b>
RIN0022256	PHONE USE	\$122.14		
RIN0022256	PHONE USE	\$41.40		
		<b>\$163.54</b>	<b>Subtotal for Dept.</b>	<b>Parks</b>
RIN0022256	PHONE USE	\$23.06		
RIN0022256	PHONE USE	\$65.14		
RIN0022256	PHONE USE	\$63.10		
RIN0022218	PHONE USE	\$37.61		
RIN0022256	PHONE USE	\$38.36		
		<b>\$227.27</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
RIN0022218	PHONE USE	\$37.61		
		<b>\$37.61</b>	<b>Subtotal for Dept.</b>	<b>Recreation</b>
RIN0022256	PHONE USE	\$49.43		
RIN0022256	PHONE USE	\$42.43		
RIN0022256	PHONE USE	\$42.43		
RIN0022256	PHONE USE	\$38.36		
RIN0022256	PHONE USE	\$42.43		
RIN0022256	PHONE USE	\$42.43		
RIN0022218	PHONE USE	\$39.82		
RIN0022256	PHONE USE	\$65.14		
RIN0022256	PHONE USE	\$42.43		
RIN0022256	PHONE USE	\$33.68		
RIN0022256	PHONE USE	\$42.43		
		<b>\$481.01</b>	<b>Subtotal for Dept.</b>	<b>Traffic</b>
RIN0022218	PHONE USE	\$37.37		
RIN0022256	PHONE USE	\$1,633.43		
		<b>\$1,670.80</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
RIN0022256	PHONE USE	\$195.12		
RIN0022218	PHONE USE	\$88.42		
RIN0022218	PHONE USE	\$37.61		

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

**\$321.15** Subtotal for Dept. Water  
**\$10,236.64** Subtotal for Vendor

**CHIEF SUPPLY CORP.**  
198395/214341 GAS MASK

\$93.89  
**\$93.89** Subtotal for Dept. Police  
**\$93.89** Subtotal for Vendor

**CHRIS HADLOCK**  
RIN0022301 TRAVEL EXPENSES

\$165.00  
**\$165.00** Subtotal for Dept. Police  
**\$165.00** Subtotal for Vendor

**CINDY RANDEL**  
017651 BOOT REIMBURSEMENT

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

**CITY OF CASPER**  
5128/103547 GIS PAYROLL EXPS JULY 2013  
5128/103546 GIO PAYROLL EXPS JULY 2013  
5128/103547 GIS PAYROLL EXPS JULY 2013  
5128/103546 GIO PAYROLL EXPS JULY 2013  
  
102218 OT FIR JUNE 4 RRT2 HAZMAT TRAI

\$1,031.79  
\$1,109.24  
\$9,817.74  
\$116.58  
**\$12,075.35** Subtotal for Dept. Metropolitan Planning  
\$420.29  
**\$420.29** Subtotal for Dept. Special Assistance  
**\$12,495.64** Subtotal for Vendor

**CITY TOWING**  
13-055 TOWING  
13C-083 TOWING

\$115.00  
\$115.00  
**\$230.00** Subtotal for Dept. Police  
**\$230.00** Subtotal for Vendor

**CIVIL AIR PATROL MAGAZINE**  
2319964 AD

\$195.00  
**\$195.00** Subtotal for Dept. Police  
**\$195.00** Subtotal for Vendor

**CLARK, ANGELA**  
0020476763 DEPOSIT/CREDIT REFUND

\$22.56  
**\$22.56** Subtotal for Dept. Water  
**\$22.56** Subtotal for Vendor

**CLEMENT ROOT JR.**  
RIN0022262 TOOL REIMBURSEMENT

\$62.99  
**\$62.99** Subtotal for Dept. Garage  
**\$62.99** Subtotal for Vendor

**COBAN TECH. INC.**  
5612 WIRE HARNESS

\$523.00  
**\$523.00** Subtotal for Dept. Police Dept  
**\$523.00** Subtotal for Vendor

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

## COMMUNICATION TECHNOLOGIES, INC.

40435 TIME ENTRY CABLE ROUTING	\$198.48		
	<b>\$198.48</b>	Subtotal for Dept.	Capital Projects
40435 TIME ENTRY CABLE ROUTING	\$198.48		
	<b>\$198.48</b>	Subtotal for Dept.	Garage
65041 RADIO REPAIR	\$49.00		
64657 RADIO REPAIR	\$49.00		
65025 RADIO REPAIR	\$196.00		
65021 RADIO REPAIR	\$49.00		
65026 RADIO REPAIR	\$49.00		
64674 RADIO REPAIR	\$196.00		
64676 RADIO REPAIR	\$49.00		
65022 RADIO REPAIR	\$490.00		
65043 RADIO REPAIR	\$49.00		
65038 RADIO REPAIR	\$49.00		
	<b>\$1,225.00</b>	Subtotal for Dept.	Police
65020 COMPLETE INSTALL	\$4,014.50		
	<b>\$4,014.50</b>	Subtotal for Dept.	Police Dept
RIN0022292 RADIO REPAIR	\$49.00		
RIN0022293 RADIO REPAIR	\$49.00		
RIN0022291 RADIO REPAIR	\$49.00		
RIN0022290 RADIO REPAIR	\$49.00		
RIN0022289 RADIO REPAIR	\$98.00		
RIN0022294 RADIO REPAIR	\$49.00		
	<b>\$343.00</b>	Subtotal for Dept.	Police
	<b>\$5,979.46</b>	Subtotal for Vendor	

## COMPRESSION LEASING SERVICES, INC.

215716 60 CFM HYDRAULIC DRIVE, ELITE	\$7,375.61		
	<b>\$7,375.61</b>	Subtotal for Dept.	Water
	<b>\$7,375.61</b>	Subtotal for Vendor	

## COMPUTER PROS. UNLIMITED

INV096938 TECHNOLOGY	\$89.00		
	<b>\$89.00</b>	Subtotal for Dept.	City Manager
	<b>\$89.00</b>	Subtotal for Vendor	

## COMTRONIX, INC.

40854 DATA CABLING FOR TIME KEEPING	\$1,069.14		
	<b>\$1,069.14</b>	Subtotal for Dept.	Capital Projects
40931 DATA CABLEING	\$163.68		
40944 TROUBLE SHOOT EQUIPMENT	\$257.00		
	<b>\$420.68</b>	Subtotal for Dept.	Police
40883 INSTALL NEW ALARM-WATER DEPT	\$61.00		
	<b>\$61.00</b>	Subtotal for Dept.	Property & Liability Insurance
	<b>\$1,550.82</b>	Subtotal for Vendor	

## CPS DISTRIBUTORS, INC.

1800132-00 IRRIGATION SUPPLIES	\$1,271.45		
	<b>\$1,271.45</b>	Subtotal for Dept.	Cemetery

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

1808043-00 COUPLERS	\$0.51	
1808230-00 IRRIGATION SUPPLIES	\$2.53	
1808343-00 IRRIGATION SUPPLIES	\$14.72	
1808574-00 IRRIGATION SUPPLIES	\$17.42	
1809428-00 IRRIGATION SUPPLIES	\$12.52	
1808006-00 IRRIGATION SUPPLIES	\$55.38	
<b>\$103.08</b> Subtotal for Dept.		Parks
<b>\$1,374.53</b> Subtotal for Vendor		

## CRIME SCENE INFORMATION

157-12-017 CRIMESTOPPERS	\$86.25	
<b>\$86.25</b> Subtotal for Dept.		Police
<b>\$86.25</b> Subtotal for Vendor		

## CYNDI COOK

RIN0022216 TRAVEL EXPENSES	\$393.30	
<b>\$393.30</b> Subtotal for Dept.		Human Resources
<b>\$393.30</b> Subtotal for Vendor		

## DANA KEPNER CO. OF WY.

2217374-00 6" DRESSER COUPLING	\$702.00	
2217398-00 8 X 8 X 6 TEE	\$287.00	
2217398-00 6" PVC SLEEVE	\$154.50	
<b>\$1,143.50</b> Subtotal for Dept.		Water
<b>\$1,143.50</b> Subtotal for Vendor		

## DAVIDSON MECHANICAL, INC.

56458 4" BLK PIPE	\$156.00	
<b>\$156.00</b> Subtotal for Dept.		Parking
<b>\$156.00</b> Subtotal for Vendor		

## DECKER AUTO GLASS, INC.

049296212 ATHLETIC FIELD PAINT	\$1,290.00	
<b>\$1,290.00</b> Subtotal for Dept.		Parks
<b>\$1,290.00</b> Subtotal for Vendor		

## DELL MARKETING LP

XJ5NTJ2P6 VLA OFFICE PRO PLUS 2013	\$328.92	
<b>\$328.92</b> Subtotal for Dept.		Finance
XJ5X81PX8 LAPTOP SOFTWARE OFFICE PRO	\$328.92	
<b>\$328.92</b> Subtotal for Dept.		Sewer
<b>\$657.84</b> Subtotal for Vendor		

## DEPARTMENT OF PUBLIC SAFETY

RIN0022283 DRIVING RECORD	\$28.00	
<b>\$28.00</b> Subtotal for Dept.		Police
<b>\$28.00</b> Subtotal for Vendor		

## DEPT. OF FAMILY SVCS. - REGISTRY OF ABUSE

RIN0022207 BACKGROUND CHECKS	\$300.00	
<b>\$300.00</b> Subtotal for Dept.		Recreation
<b>\$300.00</b> Subtotal for Vendor		

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

## DIRECTV, INC.

20977289625 COMMAND BUS SERVICE

\$55.64

**\$55.64** Subtotal for Dept. Communications Center

**\$55.64** Subtotal for Vendor

## DON BOOMSMA

RIN0022212 CLOTHING ALLOWANCE

\$100.00

**\$100.00** Subtotal for Dept. Parks

**\$100.00** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

2125 BALER REPAIRS

\$2,550.00

**\$2,550.00** Subtotal for Dept. Balefill

**\$2,550.00** Subtotal for Vendor

## DRIVE TRAIN INDUSTRIES, INC.

05 312126 FILTER,SPIN ON 660217

\$22.30

05 311952 CLEVIS

\$39.51

05 311982 FILTER, OIL

\$54.00

05 311935 FILTER,AIR

\$93.72

05 312098 FILTER, RETURNED

\$4.48

05 311313 VALVE M-32 & SENSOR WS-24

\$237.93

05 012818 CREDIT, STROBE

(\$49.49)

05 012828 CREDIT, LIGHT

(\$104.19)

05 012829 CREDIT, LIGHT

(\$104.19)

05 311952 SPRING BRAKE CAN

\$233.95

05 311924 FILTER, OIL

\$15.55

05 312098 FILTER,AIR

\$27.29

05 312098 AIR DYER,

\$131.54

05 312098 FILTER, OIL

\$20.50

05 312014 FILTER, AIR

\$10.80

05 312106 FILTER,AIR

\$54.76

05 312107 FILTER, AIR

\$18.87

05 312098 FILTER,AIR

\$22.62

05 312014 FILTER, OIL-SANI

\$21.24

05 312098 FILTER,AIR

\$11.54

05 311387 MUD FLAP HOLDER B35

\$27.52

05 311932 FILTER, FUEL

\$4.55

05 012819 CREDIT, STROBE

(\$49.49)

05 311931 FILTER, OIL

\$3.84

05 311931 FILTER, OIL

\$15.47

05 312098 FILTER,HYDRAULIC

\$8.04

**\$772.66** Subtotal for Dept. Garage

**\$772.66** Subtotal for Vendor

## ELERT & ASSOCIATES, INC.

1653 PROFESSIONAL CONSULTING FOR

\$2,150.00

**\$2,150.00** Subtotal for Dept. Communications Center

**\$2,150.00** Subtotal for Vendor

## ENGINEERING DESIGN ASSOCIATES

07923 CASPER SERVICE CENTER AIR

\$520.00

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

**\$520.00** Subtotal for Dept. City Manager

**\$520.00** Subtotal for Vendor

## ENTENMANN-ROVIN CO.

0091611-IN COLLAR ORNAMENTS

\$49.50

**\$49.50** Subtotal for Dept. Fire

**\$49.50** Subtotal for Vendor

## EXPERIAN INFORMATION SOLUTIONS INC.

CD1404069022 BACKGROUNDS PRE HIRE

\$34.52

**\$34.52** Subtotal for Dept. Communications Center

**\$34.52** Subtotal for Vendor

## EXPRESS PRINTING

13-1672 PRINTING

13-1679 PRINTING

\$242.30

\$164.07

**\$406.37** Subtotal for Dept. Police

**\$406.37** Subtotal for Vendor

## FAUCETT II, LEANNA/JAMES

0020476762 DEPOSIT/CREDIT REFUND

\$27.90

**\$27.90** Subtotal for Dept. Water

**\$27.90** Subtotal for Vendor

## FEDERAL EXPRESS

2-347-77828 AIRBILL

\$25.77

**\$25.77** Subtotal for Dept. Balefill

**\$25.77** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI867127 CREDIT CARD FEES

\$36.31

**\$36.31** Subtotal for Dept. Metro Animal

REMI867123 CREDIT CARD FEES

\$1,376.20

**\$1,376.20** Subtotal for Dept. Water

**\$1,412.51** Subtotal for Vendor

## FIRST INTERSTATE BANK

RIN0022254 NIGHT DROP BAGS

RIN0022255 LOCKBOX FEES

\$291.80

\$2,076.01

**\$2,367.81** Subtotal for Dept. Finance

RIN0022305 EMR RPR LOAN SERVICING

\$40.00

**\$40.00** Subtotal for Dept. Owner Occupied Gen Rehab

**\$2,407.81** Subtotal for Vendor

## FIRST INTERSTATE BANK - CREDIT CARD DIVISION

RIN0022264 TRAVEL & TRAINING

\$505.94

**\$505.94** Subtotal for Dept. City Attorney

**\$505.94** Subtotal for Vendor

## FIRST INTERSTATE BANK - PETTY CASH

RIN0022277 PETTY CASH

\$24.00

**\$24.00** Subtotal for Dept. Metro Animal

RIN0022277 PETTY CASH

\$56.00

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

RIN0022277 PETTY CASH \$10.00  
RIN0022277 PETTY CASH \$34.89  
RIN0022277 PETTY CASH \$27.81  
RIN0022277 PETTY CASH \$25.00

**\$153.70** Subtotal for Dept. Police

RIN0022274 PETTY CASH \$84.23

**\$84.23** Subtotal for Dept. Recreation

**\$261.93** Subtotal for Vendor

## FISHER SCIENTIFIC COMPANY LLC

9576560 LABORATORY MUFFLE FURNACE

\$3,900.00

**\$3,900.00** Subtotal for Dept. Waste Water

**\$3,900.00** Subtotal for Vendor

## FLEMING SUPPLY, INC.

34007 TIME AND ATTENDANCE PROJECT

\$24.73

**\$24.73** Subtotal for Dept. Capital Projects

33559 PATCH CABLES

\$16.13

33558 PATCH CABLES

\$45.61

**\$61.74** Subtotal for Dept. Communications Center

34002 PATCH CABLE CAT6 50FT BLUE

\$13.39

**\$13.39** Subtotal for Dept. Finance

**\$99.86** Subtotal for Vendor

## FRED PRYOR SEMINARS

14759680 SEMINAR-PRIORITIZE YOUR WORKLD

\$89.00

**\$89.00** Subtotal for Dept. Fire

**\$89.00** Subtotal for Vendor

## GALLS, INC.

000848295 FLAG SHOULDER PATCHES

\$199.00

**\$199.00** Subtotal for Dept. Fire

000809995 UNIFORMS

\$312.40

**\$312.40** Subtotal for Dept. Metro Animal

000809995 UNIFORMS

\$77.60

000843126 UNIFORMS

\$155.90

000805290 UNIFORMS

\$115.00

000804915 UNIFORMS

\$730.50

**\$1,079.00** Subtotal for Dept. Police

**\$1,590.40** Subtotal for Vendor

## GARY L. KASSAY

10457058 CLOTHING ALLOWANCE

\$500.00

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

**\$500.00** Subtotal for Vendor

## GARY MARSH, INC.

RIN0022304 GOLF CART FEES

\$644.00

**\$644.00** Subtotal for Dept. Human Resources

**\$644.00** Subtotal for Vendor

## GEHRES, ERIC

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

0020430601 DEPOSIT/CREDIT REFUND

\$30.00  
**\$30.00** Subtotal for Dept. Water  
**\$30.00** Subtotal for Vendor

## GEORGE T. SANDERS CO.

3004543-00 #5 PIPE DOPE

3004543-00 COUPLER 1 IN BLACK 301-1

\$34.06  
 \$55.25  
**\$89.31** Subtotal for Dept. Water  
**\$89.31** Subtotal for Vendor

## GLOBALSTAR USA, LLC.

1000000004894777 COMMAND BUS SERVICE

1000000004889762 RRT 2 6/16-7/16/13

\$90.71  
**\$90.71** Subtotal for Dept. Communications Center  
 \$116.02  
**\$116.02** Subtotal for Dept. Fire  
**\$206.73** Subtotal for Vendor

## GLOVE WAGON

DN49576 GLOVES/KCB PROJECTS

\$491.53  
**\$491.53** Subtotal for Dept. Refuse Collection  
**\$491.53** Subtotal for Vendor

## GOLDER ASSOCIATES

358556 PREPARE LANDFILL GAS REMEDIATI

356900 MAJOR PERMIT AMENDMENT - CASPE

356897 ASSESSMENT OF CORRECTIVE MEASU

\$3,286.50  
 \$1,306.64  
 \$882.00  
**\$5,475.14** Subtotal for Dept. Balefill  
**\$5,475.14** Subtotal for Vendor

## GRAINGER, INC.

9195571923 BALER TOOL PARTS

9200437730 SAMPLING MATERIALS

9200437730 SAMPLING MATERIALS

9195177887 SAMPLING MATERIALS

9195177887 SAMPLING MATERIALS

9200292747 SCALEHOUSE LIGHT BULBS

\$34.99  
 \$98.92  
 \$98.92  
 \$64.50  
 \$64.50  
 \$178.50  
**\$540.33** Subtotal for Dept. Balefill

9206084494 AIR VALVE, 4 WAY

9198997372 SNAP PIN 5/16X3

\$87.21  
 \$8.20  
**\$95.41** Subtotal for Dept. Garage

9201347441 MAGNIFIER

\$25.91  
**\$25.91** Subtotal for Dept. Parks

9195955183 SQUINCHER SPORTS DRINK

\$39.98  
**\$39.98** Subtotal for Dept. Sewer

9198602915 WARDWELL MS UPS

9198602915 THERMAL UNIT CLAR DEWATER WELL

9190830266 DEWATERING CRANE GROMMET

9195955175 NUT DRIVER SET, WIRE STRIPPERS

9197436588 SAFETY CHAIN DEWATERING BLDG

9198602923 THERMAL UNITS BAR NUNN 1&2 LS

\$334.90  
 \$68.58  
 \$17.06  
 \$93.17  
 \$257.54  
 \$68.58  
**\$839.83** Subtotal for Dept. Waste Water

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

**\$1,541.46** Subtotal for Vendor

## GRANICUS, INC.

47148 MAINTENANCE

\$725.00

**\$725.00** Subtotal for Dept. Information Services

**\$725.00** Subtotal for Vendor

## GREINER MOTOR CO - CASPER

467267 SWITCH HOUSING

\$9.20

**\$9.20** Subtotal for Dept. Balefill

FOCS386310 REPLACED LT SW/ DUE TO WATER

\$177.99

**\$177.99** Subtotal for Dept. Garage

103229 2013 FORD TAURUS SEDAN WITH OP

\$21,459.00

**\$21,459.00** Subtotal for Dept. Refuse Collection

**\$21,646.19** Subtotal for Vendor

## HAWKINS, INC.

3496625 RI CONDITIONER

\$1,846.57

**\$1,846.57** Subtotal for Dept. Aquatics

**\$1,846.57** Subtotal for Vendor

## HEDQUIST CONSTRUCTION

RIN0022276 RETAIN 2013 ARTERIAL COLL WEST

\$49,782.61

**\$49,782.61** Subtotal for Dept. Capital Projects

**\$49,782.61** Subtotal for Vendor

## HENSLEY BATTERY

174797 BATTERIES AND BATTERY BOXES

\$743.90

**\$743.90** Subtotal for Dept. Police

**\$743.90** Subtotal for Vendor

## HILLCREST SPRING WATER, INC.

1124229 DRINKING WATER

\$74.50

**\$74.50** Subtotal for Dept. Balefill

1124230 WATER

\$31.00

70764 EQUIP RENT

\$15.00

71953 EQUIP RENT

\$15.00

**\$61.00** Subtotal for Dept. Metro Animal

**\$135.50** Subtotal for Vendor

## HLAVACEK, JACOB/TATUM

0020430606 DEPOSIT/CREDIT REFUND

\$23.36

**\$23.36** Subtotal for Dept. Water

**\$23.36** Subtotal for Vendor

## HLP, INC.

8720 CHAMELEON TRAINING

\$2,700.00

**\$2,700.00** Subtotal for Dept. Metro Animal

**\$2,700.00** Subtotal for Vendor

## HOLIDAY INN - CHEYENNE

44246 ROOM CHARGES

\$385.00

**\$385.00** Subtotal for Dept. Police

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

**\$385.00** Subtotal for Vendor

## HOLIDAY INN - RIVERTON

34199 ROOM CHARGES	\$77.00
77.00 ROOM CHARGES	\$77.00
34170 ROOM CHARGES	\$231.00
34169 ROOM CHARGES	\$231.00
34168 ROOM CHARGES	\$231.00

**\$847.00** Subtotal for Dept. Police

**\$847.00** Subtotal for Vendor

## HOMAX OIL SALES, INC.

0201963-IN OIL	\$408.24
0201925-IN USE GT-1 5W30	\$35.85

**\$444.09** Subtotal for Dept. Garage

**\$444.09** Subtotal for Vendor

## HONNEN EQUIPMENT CO.

493570 JOHN DEERE 710K BACKHOE WITH	\$161,167.33
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**\$161,167.33** Subtotal for Dept. Water

**\$161,167.33** Subtotal for Vendor

## HOSE & RUBBER SUPPLY, INC.

B23005-001 HOSE ASSY.	\$12.03
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**\$12.03** Subtotal for Dept. Traffic

**\$12.03** Subtotal for Vendor

## INDUSTRIAL DISTRIBUTORS, INC.

134009 NITRILE GLOVES	\$19.99
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**\$19.99** Subtotal for Dept. Weed And Pest

**\$19.99** Subtotal for Vendor

## INDUSTRIAL SCREEN & MAINTENANCE, INC.

61400 CRANE INSPECTION/ ISM	\$165.00
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**\$165.00** Subtotal for Dept. Garage

**\$165.00** Subtotal for Vendor

## INFORMATION SYSTEMS CONSULTING, INC.

SIN002554 NEW PHONE	\$315.90
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**\$315.90** Subtotal for Dept. Balefill

SIN002777 F1 RIG	\$2,389.29
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**\$2,389.29** Subtotal for Dept. Fire

SIN002554 NEW PHONE	\$315.90
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**\$315.90** Subtotal for Dept. Refuse Collection

**\$3,021.09** Subtotal for Vendor

## IN-KIND SVCS.

4820/101870 CNFR	\$27,000.00
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2463/101748 CAHC ICE TIME	\$603.75
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**\$27,603.75** Subtotal for Dept. Council

**\$27,603.75** Subtotal for Vendor

## INTERSPEC

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

14950 IRRIGATION CONTROL SYSTEM

\$101,100.00

**\$101,100.00** Subtotal for Dept. Parks

**\$101,100.00** Subtotal for Vendor

## JACK'S TRUCK & EQUIPMENT

39447C TURN SIGNAL SIG900

\$36.44

39380C FUEL SENDER & GSKT

\$51.75

39003C STEERING LINK 14-12098-001

\$152.46

**\$240.65** Subtotal for Dept. Garage

**\$240.65** Subtotal for Vendor

## JACOBS ENGINEERING GROUP

WVXX55000805 WESTSIDE BLVD PLANNING STUDY

\$7,079.10

WVXX55000805 WESTSIDE BLVD PLANNING STUDY

\$743.97

**\$7,823.07** Subtotal for Dept. Metropolitan Planning

**\$7,823.07** Subtotal for Vendor

## JOHN E. REID & ASSOC., INC.

143022 TRAINING

\$550.00

143023 REGISTRATIONS

\$1,100.00

**\$1,650.00** Subtotal for Dept. Police

**\$1,650.00** Subtotal for Vendor

## JOHNSON, ROBERTS & ASSOCIATES, INC.

120299 PRE HIRE TESTING

\$98.50

**\$98.50** Subtotal for Dept. Communications Center

**\$98.50** Subtotal for Vendor

## KADRMAS, LEE & JACKSON

177600 15TH & 21ST STREET SUBAREA TRA

\$1,325.86

177638 BEVERLY & 2ND STREET INTERSECT

\$254.39

177638 BEVERLY & 2ND STREET INTERSECT

\$2,420.59

177600 15TH & 21ST STREET SUBAREA TRA

\$139.34

**\$4,140.18** Subtotal for Dept. Metropolitan Planning

**\$4,140.18** Subtotal for Vendor

## KATIE MAY

RIN0022260 TOOL REIMBURSEMENT

\$500.00

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

**\$500.00** Subtotal for Vendor

## KNAPP SUPPLY & EQUIPMENT CO.

328739-000 COFFEE POT REPAIR STN #2

\$186.65

**\$186.65** Subtotal for Dept. Fire

**\$186.65** Subtotal for Vendor

## KNIGGE, JOSH/OIEN, MELISSA

0020476767 DEPOSIT/CREDIT REFUND

\$52.42

**\$52.42** Subtotal for Dept. Water

**\$52.42** Subtotal for Vendor

## KRISTIN EDWARDS

RIN0022306 MILEAGE TRVL FOR PROJECTS

\$98.51

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

**\$98.51** Subtotal for Dept. Owner Occupied Gen Rehab  
**\$98.51** Subtotal for Vendor

**L.N. CURTIS & SONS INC.**  
3136825-00 AUTO PUMP 0919B1

\$583.62  
**\$583.62** Subtotal for Dept. Garage  
**\$583.62** Subtotal for Vendor

**LEADS ON LINE LLC**  
225288 RENEW CONTRACT

\$4,908.00  
**\$4,908.00** Subtotal for Dept. Police  
**\$4,908.00** Subtotal for Vendor

**LETZ'S TV & APPLIANCE**  
18218 DRYER PURCHASE & REPAIRS

\$680.10  
**\$680.10** Subtotal for Dept. Fire  
**\$680.10** Subtotal for Vendor

**MARK REID**  
RIN0022261 EMP. REIMBURSEMENT TOOLS

\$500.00  
**\$500.00** Subtotal for Dept. Garage  
**\$500.00** Subtotal for Vendor

**MCGURN, ROBERT**  
0020430602 DEPOSIT/CREDIT REFUND

\$32.26  
**\$32.26** Subtotal for Dept. Water  
**\$32.26** Subtotal for Vendor

**MELANIE MEDLOCK**  
RIN0022229 REFUND

\$174.00  
**\$174.00** Subtotal for Dept. Recreation  
**\$174.00** Subtotal for Vendor

**MENARD'S INC.**  
324321213013420 MISSION SERVE MATERIALS

\$32.94  
**\$32.94** Subtotal for Dept. Owner Occupied Gen Rehab  
**\$32.94** Subtotal for Vendor

**MERBACK AWARD CO.**  
52046 AWARDS

\$78.74  
**\$78.74** Subtotal for Dept. Council  
**\$78.74** Subtotal for Vendor

**MIDLAND IMPLEMENT, INC.**  
727804001 BEARING  
727804001 SPACER  
727804001 HUB  
725984001 BLADES,TORO  
727804001 WHEEL ASY  
727804002 HUB

\$36.08  
\$34.90  
\$80.20  
\$475.26  
\$131.74  
\$86.44  
**\$844.62** Subtotal for Dept. Garage  
**\$844.62** Subtotal for Vendor

**MIKE THOMPSON**

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

1805 CLOTHING ALLOWANCE

\$261.37

**\$261.37** Subtotal for Dept. Police

**\$261.37** Subtotal for Vendor

## MILLS POLICE DEPT.

RIN0022278 SHARE OF SEIZURES X 4

\$545.67

**\$545.67** Subtotal for Dept. Police Grants

**\$545.67** Subtotal for Vendor

## MIS INDUSTRIAL SUPPLY

19912 PROPANE REFILLS

\$93.40

**\$93.40** Subtotal for Dept. Garage

**\$93.40** Subtotal for Vendor

## MONTANA SEALS & PACKING

IO41761 TWAS & RAS PUMP REPAIR PARTS

\$363.30

**\$363.30** Subtotal for Dept. Waste Water

**\$363.30** Subtotal for Vendor

## MOTOROLA SOLUTIONS

78237022 MONTHLY MAINT AGREEMENT

\$5,029.97

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

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

## NAPA AUTO PARTS CORP.

590975 ELECTRIC TERMINALS

\$20.50

593330 ELECTRICAL TAPE

\$52.10

593330 ELECTRONIC CLEANER

\$87.96

**\$160.56** Subtotal for Dept. Garage

**\$160.56** Subtotal for Vendor

## NASSCO, INC. (NATL. ASSOC OF SEWER SVC CO)

8252 PACP TRAINER RECERTIFICATION

\$250.00

**\$250.00** Subtotal for Dept. Sewer

**\$250.00** Subtotal for Vendor

## NATRONA COUNTY - SHERIFFS' OFFICE

266 ADULT PRISONER CARE MAY 2013

\$123,092.06

272 ADULT PRISONER CARE JUNE 2013

\$132,594.28

**\$255,686.34** Subtotal for Dept. Police

RIN0022279 SHARE OF SEIZURES X 4

\$545.67

**\$545.67** Subtotal for Dept. Police Grants

**\$256,232.01** Subtotal for Vendor

## NETWORKFLEET, INC

OSV00000093142 MONTHLY GPS SERVICE

\$570.90

**\$570.90** Subtotal for Dept. Refuse Collection

OSV00000093142 MONTHLY GPS SERVICE

\$25.95

**\$25.95** Subtotal for Dept. Sewer

OSV00000093142 MONTHLY GPS SERVICE

\$596.85

**\$596.85** Subtotal for Dept. Streets

OSV00000093142 MONTHLY GPS SERVICE

\$155.70

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

OSV00000093142 MONTHLY GPS SERVICE			
	\$155.70	Subtotal for Dept.	Traffic
	\$103.80		
	\$103.80	Subtotal for Dept.	Water
	\$1,453.20	Subtotal for Vendor	
<b>NEVE'S UNIFORMS, INC.</b>			
NE24343 UNIFORMS	\$129.90		
NE24344 OFFICE SUPPLIES	\$129.90		
NE24345 UNIFORMS	\$109.90		
NE23999 UNIFORMS	\$64.95		
	\$434.65	Subtotal for Dept.	Police
	\$434.65	Subtotal for Vendor	
<b>NOLAND FEED INC.</b>			
557888 MISC SUPPLIES	\$185.00		
	\$185.00	Subtotal for Dept.	Weed And Pest
	\$185.00	Subtotal for Vendor	
<b>NORCO, INC.</b>			
11697995 COLOR T SHIRT RAGS	\$21.09		
	\$21.09	Subtotal for Dept.	Cemetery
18008828298 CLEANING PRODUCTS	\$45.61		
17980812189 CLEANING PRODUCTS	\$139.21		
	\$184.82	Subtotal for Dept.	Metro Animal
11851032 SAFETY GEAR	\$276.60		
	\$276.60	Subtotal for Dept.	Refuse Collection
11834196 LIME FOR GREASE DRYING BEDS	\$865.00		
	\$865.00	Subtotal for Dept.	Waste Water
	\$1,347.51	Subtotal for Vendor	
<b>OIL CITY PRINTERS</b>			
19780 PAPER	\$23.25		
19802 BUSINESS CARDS CRR	\$40.00		
	\$63.25	Subtotal for Dept.	Fire
	\$63.25	Subtotal for Vendor	
<b>OLSON AUTOBODY &amp; COLLISION CENTER</b>			
1576 REPAIR TO '11 FORD F350	\$1,616.57		
1577 REPAIR TO '13 FORD EXPLORER	\$1,372.10		
1488 REPAIR TO '11 DODGE CHARGER	\$7,536.52		
	\$10,525.19	Subtotal for Dept.	Property & Liability Insurance
	\$10,525.19	Subtotal for Vendor	
<b>PARKWAY PLAZA HOTEL &amp; CONVENTION CENTER</b>			
1221 EMERGENCY SERVICES	\$75.60		
	\$75.60	Subtotal for Dept.	Police Grants
	\$75.60	Subtotal for Vendor	
<b>PAUL W SEARCEY</b>			
20130803 ARSON INV 12-050334	\$400.00		
	\$400.00	Subtotal for Dept.	Police

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

**\$400.00** Subtotal for Vendor

## PEDEN'S, INC.

N31065 CITY OF CASPER LOGO/UNIFORM  
N30922 CITY OF CASPER LOGO/UNIFORM

\$38.00  
\$40.00

**\$78.00** Subtotal for Dept. Finance  
**\$78.00** Subtotal for Vendor

## PENTAIR VALVES & CONTROLS

3212720-00 PLANT VALVES AND PIPING  
3212769-01 PLANT VALVES AND PIPING

\$1,136.60  
\$1,041.00

**\$2,177.60** Subtotal for Dept. Waste Water  
**\$2,177.60** Subtotal for Vendor

## PERSONNEL EVALUATION INC.

04647 PRE HIRE BACKGROUNDS  
05105 PRE HIRE BACKGROUNDS

\$140.00  
\$40.00

**\$180.00** Subtotal for Dept. Communications Center  
**\$180.00** Subtotal for Vendor

## PETE MEYERS

RIN0022299 TRAVEL EXPENSES

\$25.00

**\$25.00** Subtotal for Dept. Water  
**\$25.00** Subtotal for Vendor

## POWDER RIVER SHREDDERS LLC

5362 SHREDDING

\$30.00

**\$30.00** Subtotal for Dept. Communications Center

5362 SHREDDING

\$75.00

**\$75.00** Subtotal for Dept. Police  
**\$105.00** Subtotal for Vendor

## PROFORCE LAW ENFORCEMENT

076071 LONG GUNS  
179466 LONG GUN

\$3,292.24  
\$470.32

**\$3,762.56** Subtotal for Dept. Police Dept  
**\$3,762.56** Subtotal for Vendor

## PUBLIC AGENCY TRAINING COUNCIL, INC.

168151 REGISTRATIONS

\$1,390.00

**\$1,390.00** Subtotal for Dept. Police  
**\$1,390.00** Subtotal for Vendor

## QUALITY OFFICE SOLUTIONS

0046376-001 OFFICE SUPPLIES  
0046376-002 OFFICE SUPPLIES

\$1,320.50  
\$280.95

**\$1,601.45** Subtotal for Dept. Metro Animal

0047084-001 OFFICE SUPPLIES  
0047151-001 OFFICE SUPPLIES  
0047152-001 OFFICE SUPPLIES  
0047125-001 OFFICE SUPPLIES  
0047132-001 OFFICE SUPPLIES  
0047085-001 OFFICE SUPPLIES

\$199.99  
\$261.71  
\$227.80  
\$394.13  
\$157.95  
\$127.22

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

0046937-001 OFFICE SUPPLIES  
0046983-001 OFFICE SUPPLIES  
0047222-001 OFFICE SUPPLIES

\$110.97  
(\$51.04)  
\$78.10

**\$1,506.83** Subtotal for Dept. Police  
**\$3,108.28** Subtotal for Vendor

## R&R PRODUCTS

CD1704742 TRIMMERS

\$110.18

**\$110.18** Subtotal for Dept. Garage  
**\$110.18** Subtotal for Vendor

## R&R REST STOPS

24225 FY12-13 CASPER SERVE TOILETS

\$588.00

**\$588.00** Subtotal for Dept. Owner Occupied Gen Rehab  
**\$588.00** Subtotal for Vendor

## RADIO SHACK

028482 OTHER MATERIALS

\$51.96

**\$51.96** Subtotal for Dept. Police  
**\$51.96** Subtotal for Vendor

## RADIODETECTION - A UNIT OF SPX CORP.

CD180919 CCTV KEYBOARD TESTING

\$130.79

**\$130.79** Subtotal for Dept. Sewer  
**\$130.79** Subtotal for Vendor

## RESOURCE MGMT. CO, INC.

82068 TIRE DISPOSAL  
82068 TIRE DISPOSAL FEE  
82068 TIRE DISPOSAL FEE  
82050 TIRE DISPOSAL FEE  
82050 TRUCK TIRE DISPOSAL FEE

\$100.00  
\$10.50  
\$250.00  
\$288.75  
\$511.00

**\$1,160.25** Subtotal for Dept. Garage  
**\$1,160.25** Subtotal for Vendor

## RESPOND FIRST AID, LLC.

133172 FIRST AID KIT SUPPLIES

\$314.14

**\$314.14** Subtotal for Dept. Police  
**\$314.14** Subtotal for Vendor

## RICARD, PAM

0020476761 DEPOSIT/CREDIT REFUND

\$34.43

**\$34.43** Subtotal for Dept. Water  
**\$34.43** Subtotal for Vendor

## RICK HARRAH

RIN0022321 TRAVEL EXPENSES

\$764.30

**\$764.30** Subtotal for Dept. Engineering  
**\$764.30** Subtotal for Vendor

## RICOH USA INC

5026936552 COPIER MAINT  
5026936536 COPIER MAINT

\$396.16  
\$31.35

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

**\$427.51** Subtotal for Dept. Police  
**\$427.51** Subtotal for Vendor

**ROBERT SCHULENBERG**  
RIN0022263 TOOL REIMBURSEMENT

\$500.00  
**\$500.00** Subtotal for Dept. Garage  
**\$500.00** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP00014908071320 ELECTRICITY  
AP00016908071320 ELECTRICITY

\$5,096.63  
\$2,607.10  
**\$7,703.73** Subtotal for Dept. Aquatics

AP00015308071320 ELECTRICITY

\$11,721.97  
**\$11,721.97** Subtotal for Dept. Casper Events Center

AP00015008071320 ELECTRICITY

\$305.18  
**\$305.18** Subtotal for Dept. Cemetery

AP00015108071320 ELECTRICITY

\$24.78

AP00015108071320 ELECTRICITY

\$231.35

AP00015108071320 ELECTRICITY

\$4,930.42

AP00015108071320 ELECTRICITY

\$448.86

AP00015108071320 ELECTRICITY

\$886.43

**\$6,521.84** Subtotal for Dept. City Hall

AP00015508071320 ELECTRICITY

\$2,773.27

**\$2,773.27** Subtotal for Dept. Fire

AP00015408071320 ELECTRICITY

\$3,105.53

**\$3,105.53** Subtotal for Dept. Garage

AP00015708071320 ELECTRICITY

\$7,008.48

**\$7,008.48** Subtotal for Dept. Golf Course

AP00015908071320 ELECTRICITY

\$4,329.00

**\$4,329.00** Subtotal for Dept. Ice Arena

AP00015208071320 ELECTRICITY

\$5,072.63

**\$5,072.63** Subtotal for Dept. Recreation

AP00016308071320 ELECTRICITY

\$436.92

**\$436.92** Subtotal for Dept. Sewer

**\$48,978.55** Subtotal for Vendor

## ROOTER SEWER SERVICE INC

24143 PORTABLES

\$126.79

**\$126.79** Subtotal for Dept. Balefill

24265 PORTABLES

\$132.30

**\$132.30** Subtotal for Dept. Police

**\$259.09** Subtotal for Vendor

## ROUNDY, THEO

0020430605 DEPOSIT/CREDIT REFUND

\$2.46

**\$2.46** Subtotal for Dept. Water

**\$2.46** Subtotal for Vendor

## RYAN SHELLENBERGER

RIN0022286 MILEAGE

\$205.68

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

**\$205.68** Subtotal for Dept. Information Services  
**\$205.68** Subtotal for Vendor

## SAFETY KLEEN SYSTEMS, INC.

61408938 CREDIT MEMO

(\$68.25)

**(\$68.25)** Subtotal for Dept. Balefill

61259487 PARTS WASHERS

\$736.62

**\$736.62** Subtotal for Dept. Garage

**\$668.37** Subtotal for Vendor

## SAM'S CLUB

6178 CLEANING PRODUCTS

\$25.93

**\$25.93** Subtotal for Dept. Communications Center

0869 MEETING EXPENSE

\$27.26

**\$27.26** Subtotal for Dept. Council

3242 GARDEN HOSE & NOZZLES STN 1

\$93.88

**\$93.88** Subtotal for Dept. Fire

4229 SUPPLIES

\$115.81

**\$115.81** Subtotal for Dept. Metro Animal

6485 SUPPLIES

\$102.08

6178 CASH REGISTER

\$199.83

6485 SUPPLIES

\$107.82

**\$409.73** Subtotal for Dept. Police

**\$672.61** Subtotal for Vendor

## SHEET METAL SPECIALTIES, INC.

20019 FIRE STATION #1 KITCHEN HOOD

\$31,700.00

**\$31,700.00** Subtotal for Dept. Perpetual Care

**\$31,700.00** Subtotal for Vendor

## SHERIDAN MOTOR INC

DD688366 NEW DODGE RAM 1500 PICKUP WITH

\$21,307.00

**\$21,307.00** Subtotal for Dept. Police Dept

**\$21,307.00** Subtotal for Vendor

## SHERWIN-WILLIAMS CORP.

9388-5 MISSION SERVE MATERIALS

\$160.16

9417-2 MISSION SERVE MATERIALS

\$32.01

9387-7 MISSION SERVE MATERIALS

\$552.74

9391-9 MISSION SERVE MATERIALS

\$363.61

9416-4 MISSION SERVE MATERIALS

\$105.69

9389-3 MISSION SERVE MATERIALS

\$210.94

3913-1 MISSION SERVE MATERIALS

\$245.20

9390-1 MISSION SERVE MATERIALS

\$400.07

**\$2,070.42** Subtotal for Dept. Owner Occupied Gen Rehab

**\$2,070.42** Subtotal for Vendor

## SIPE, ANDREA

0020430604 DEPOSIT/CREDIT REFUND

\$25.30

**\$25.30** Subtotal for Dept. Water

**\$25.30** Subtotal for Vendor

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

## SIRCHIE FINGER PRINT LABORATORIES

0130264-IN DRUG TESTING SUPPLIES

\$131.54  
**\$131.54** Subtotal for Dept. Police  
**\$131.54** Subtotal for Vendor

## SNAP-ON TOOLS

0731131730 BATT PACK MODIS & SPARE BATT P

\$236.98  
**\$236.98** Subtotal for Dept. Garage  
**\$236.98** Subtotal for Vendor

## SOFFEL, NYRMA & MATTHEW

0020476766 DEPOSIT/CREDIT REFUND

\$50.75  
**\$50.75** Subtotal for Dept. Water  
**\$50.75** Subtotal for Vendor

## STANTEC CONSULTING SVCS INC.

707655 PROF SVCS NORTH PLATTE RIVER

\$6,447.65  
**\$6,447.65** Subtotal for Dept. Refuse Collection  
**\$6,447.65** Subtotal for Vendor

## STAR LINE FEEDS

222285 ANIMAL FOOD

\$386.40  
**\$386.40** Subtotal for Dept. Metro Animal  
**\$386.40** Subtotal for Vendor

## STARR GIORGI

RIN0022285 MILEAGE

\$311.63  
**\$311.63** Subtotal for Dept. Information Services  
**\$311.63** Subtotal for Vendor

## STATE OF NEBRASKA - DEPT OF MOTOR VEHICLES

RIN0022280 DRIVING RECORDS

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

## STATE OF WY. - DEPT. OF REVENUE

RIN0022300 SALES TAX

\$345.76

RIN0022300 SALES TAX

\$46.45

RIN0022300 SALES TAX

\$28.00

**\$420.21** Subtotal for Dept. Aquatics

RIN0022300 SALES TAX

\$228.30

**\$228.30** Subtotal for Dept. Balefill

RIN0022300 SALES TAX

\$1,151.59

RIN0022300 SALES TAX

(\$33.33)

RIN0022300 SALES TAX

\$13.95

RIN0022300 SALES TAX

\$656.64

RIN0022300 SALES TAX

\$6.44

RIN0022300 SALES TAX

\$276.03

RIN0022300 SALES TAX

\$377.90

**\$2,449.22** Subtotal for Dept. Casper Events Center

RIN0022300 SALES TAX

\$771.78

**\$771.78** Subtotal for Dept. Fort Caspar

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

RIN0022300 SALES TAX

\$107.19

**\$107.19** Subtotal for Dept. Ice Arena

RIN0022300 SALES TAX

\$0.24

**\$0.24** Subtotal for Dept. Recreation

**\$3,976.94** Subtotal for Vendor

## STEWART & STEVENSON

5549301 HUB ASY, BRGS, SEALS

5496011 RM CREDIT, RETURNED PARTS

\$311.61

(\$220.31)

**\$91.30** Subtotal for Dept. Garage

**\$91.30** Subtotal for Vendor

## STEWART, DARREN

0020476768 DEPOSIT/CREDIT REFUND

\$40.76

**\$40.76** Subtotal for Dept. Water

**\$40.76** Subtotal for Vendor

## STOTZ EQUIPMENT

P14531 STOP

P15102 WHEEL

\$139.06

\$51.10

**\$190.16** Subtotal for Dept. Garage

**\$190.16** Subtotal for Vendor

## SUMMERS, CONNIE/LANIER

0020476765 DEPOSIT/CREDIT REFUND

\$21.60

**\$21.60** Subtotal for Dept. Water

**\$21.60** Subtotal for Vendor

## SUPERIOR STRUCTURES CORP.

RIN0022311 LIFESTEPS CAMPUS IMPROVEMENTS,

203 CSPR SRV HRS / MTRLS REIMBURSE

204 250 E K ST RPR HRS

\$19,400.00

**\$19,400.00** Subtotal for Dept. Life Steps Campus

\$2,685.50

**\$2,685.50** Subtotal for Dept. Owner Occupied Gen Rehab

\$306.00

**\$306.00** Subtotal for Dept. Planning

**\$22,391.50** Subtotal for Vendor

## SUTHERLAND'S CORP.

108151 PROOF COIL

\$156.00

**\$156.00** Subtotal for Dept. Parks

**\$156.00** Subtotal for Vendor

## SYMBOLGY ENTERPRISES, INC.

77689 PRINTER RIBBON FOR ID CARDS

\$121.09

**\$121.09** Subtotal for Dept. Police

**\$121.09** Subtotal for Vendor

## T.W. ENTERPRISES, INC.

19929 SEMI ANNUAL MAINT PER AGREE

\$435.00

**\$435.00** Subtotal for Dept. Communications Center

**\$435.00** Subtotal for Vendor

## TALBOT PRINTING & PAPER

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

2484 OFFICE SUPPLIES

\$48.00

**\$48.00** Subtotal for Dept. Police

**\$48.00** Subtotal for Vendor

## TEMPORARY HOME ANIMAL RESCUE

00001 PARADE POOP SCOOPERS

\$150.00

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

**\$150.00** Subtotal for Vendor

## THE HOME DEPOT

5020422 STELL WELDED WIRE FOR TREES

4020713 SEED PKGES

\$188.54

\$283.50

**\$472.04** Subtotal for Dept. Parks

**\$472.04** Subtotal for Vendor

## TIRE DISTRIBUTION SYSTEMS, INC

751-16970 LOADER TIRE REPAIR

\$308.00

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

**\$308.00** Subtotal for Vendor

## TOWNSQUARE MEDIA

0808313 REFUND PARK DEPOSIT

\$375.00

**\$375.00** Subtotal for Dept. Recreation

**\$375.00** Subtotal for Vendor

## ULINE, INC.

52324646 OFFICE SUPPLIES

\$185.13

**\$185.13** Subtotal for Dept. Police

**\$185.13** Subtotal for Vendor

## UNITED PARCEL SVC.

0000F44F14313 SHIPPING FOR WARRANTY WK

\$12.93

**\$12.93** Subtotal for Dept. Police

**\$12.93** Subtotal for Vendor

## URGENT CARE OF CASPER LLC.

000148325 MEDICAL TESTING

000148260 MEDICAL TESTING

000148450 MEDICAL TESTING

000147817 MEDICAL TESTING

\$360.00

\$360.00

\$360.00

\$32.00

**\$1,112.00** Subtotal for Dept. Police

\$58.00

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

**\$1,170.00** Subtotal for Vendor

## VERIZON WIRELESS

771153835-00001 COMMAND BUS SERVICE

\$121.58

**\$121.58** Subtotal for Dept. Communications Center

**\$121.58** Subtotal for Vendor

## VISITS LLC

2206 CAR WASH

\$5.00

**\$5.00** Subtotal for Dept. Code Enforcement

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

2202 CAR WASH

\$8.00

**\$8.00** Subtotal for Dept. Police

**\$13.00** Subtotal for Vendor

## VOLVO CONSTRUCTION EQUIP. RENTS, INC.

259985-0001 HARNESS-STOP SW

\$78.29

**\$78.29** Subtotal for Dept. Garage

224537-0001 REPAIRS FOR PRESSURE WASHER

\$1,494.86

**\$1,494.86** Subtotal for Dept. Refuse Collection

**\$1,573.15** Subtotal for Vendor

## W.N. MCMURRY CONST. CO.

RIN0022313 YOUTH CRISIS CENTER CONSTRUCTI

\$168,017.00

**\$168,017.00** Subtotal for Dept. Capital Projects

**\$168,017.00** Subtotal for Vendor

## WATER ENVIRONMENT FEDERATION

9000187541 WEF MEMBERSHIP BMARTIN

\$113.00

**\$113.00** Subtotal for Dept. Waste Water

**\$113.00** Subtotal for Vendor

## WATERWORKS INDUSTRIES, INC.

121210-00 CREDIT MEMO

(\$409.00)

**(\$409.00)** Subtotal for Dept. Parks

122014-00 PVC PIPE

\$198.00

**\$198.00** Subtotal for Dept. Streets

122206-00 PLUGS

\$19.50

122636-00 6" EXTENSION KIT

\$866.00

122636-00 MU 12" EXTENSION KITS

\$516.00

122636-00 BLUE PIPE LUBE

\$42.00

**\$1,443.50** Subtotal for Dept. Water

**\$1,232.50** Subtotal for Vendor

## WEAR PARTS, INC.

299447 WASHER, NUT AND BOLTS

\$6.25

**\$6.25** Subtotal for Dept. Parks

**\$6.25** Subtotal for Vendor

## WERCS COMMUNICATIONS

5454152033-11 AIR CARD ACCESS FOR FLEET

\$1,015.00

FC5LB00006 LATE CHARGE

\$5.00

**\$1,020.00** Subtotal for Dept. Police

**\$1,020.00** Subtotal for Vendor

## WES GUDAHL

RIN002297 TRAVEL EXPENSES

\$47.00

**\$47.00** Subtotal for Dept. Police

**\$47.00** Subtotal for Vendor

## WESTCOAST ROTOR, INC.

22546 REFURBISH ROTOR FOR TWAS PUMP

\$4,357.00

22546 REFURBISH ROTOR FOR TWAS PUMP

\$188.62

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

**\$4,545.62** Subtotal for Dept. Waste Water  
**\$4,545.62** Subtotal for Vendor

## WESTERN WYOMING LOCK & SAFE 14683 EMERGENCY FUNDS

\$130.00  
**\$130.00** Subtotal for Dept. Police Grants  
**\$130.00** Subtotal for Vendor

## WHITE'S MARINE CENTER 95734 BOAT REPAIRS

\$1,109.25  
**\$1,109.25** Subtotal for Dept. Fire  
**\$1,109.25** Subtotal for Vendor

## WIRELESS ADVANCED COMMUNICATIONS, INC. i-2191960 EAR MIC SYSTEM

\$319.20  
**\$319.20** Subtotal for Dept. Fire  
**\$319.20** Subtotal for Vendor

## WITMER ASSOC. E1098335 HELMET SHIELDS-ENGINEERS E1098670 HELMETS

\$108.39  
\$334.48  
**\$442.87** Subtotal for Dept. Fire  
**\$442.87** Subtotal for Vendor

## WOLF GANG OF WY RIN0022259 CABLE CHANNEL 3 PRODUCTION SER RIN0022106 TELEVISION PRODUCTION

\$3,333.33  
\$3,333.33  
**\$6,666.66** Subtotal for Dept. Council  
**\$6,666.66** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION 0000060824 CITATION BOOKS

\$19.22  
**\$19.22** Subtotal for Dept. Metro Animal

## RIN0022298 VEHICLE REGISTRATION

\$2.00  
**\$2.00** Subtotal for Dept. Garage  
**\$21.22** Subtotal for Vendor

## WY. LAW ENFORCEMENT ACADEMY S-8242 FIRST LINE SUPERVISION TRAININ

\$425.00  
**\$425.00** Subtotal for Dept. Communications Center  
**\$425.00** Subtotal for Vendor

## WY. MACHINERY CO. PO 3363329 FILTER, CAB AIR PO 3363329 FUEL CAP

\$99.72  
\$70.29  
**\$170.01** Subtotal for Dept. Garage  
**\$170.01** Subtotal for Vendor

## XEROX CORP 069384370 COPIER LEASE 068816044 COPIER LEASE 069384370 COPIER LEASE

\$12.84  
\$346.16  
**\$359.00** Subtotal for Dept. Council  
\$237.26

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

068816044 COPIER LEASE

\$59.50

**\$296.76** Subtotal for Dept. Finance

069384370 COPIER LEASE

\$345.06

068816044 COPIER LEASE

\$189.50

**\$534.56** Subtotal for Dept. Police

**\$1,190.32** Subtotal for Vendor

## YOUNG, CANDICE

0020430603 DEPOSIT/CREDIT REFUND

\$10.86

**\$10.86** Subtotal for Dept. Water

**\$10.86** Subtotal for Vendor

## ZUNESIS, INC.

CASP-071113 MAINTENANCE

\$10,267.57

**\$10,267.57** Subtotal for Dept. Information Services

CASP-071113 MAINTENANCE

\$1,375.64

**\$1,375.64** Subtotal for Dept. Police

**\$11,643.21** Subtotal for Vendor

**Grand Total**

**\$1,282,907.72**

Approved By:

On:

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

## P-CARD VENDORS

00004067	SAMS INTERNET - Purchase	\$123.18		
00003849	NORCO INC - Purchase	\$51.79		
00003832	KNAPP SUPPLY & EQUIPME - Purch	\$11.60		
00003603	SAMSCLUB #6425 - Purchase	\$769.54		
00003822	WW GRAINGER - Purchase	\$14.66		
00004076	SAMSCLUB #6425 - Purchase	\$346.69		
00004074	SAMSCLUB #6425 - Credit	(\$3.81)		
00003959	SAMSCLUB #6425 - Purchase	\$107.00		
00003626	SUN COUNTRY DISTRIBUTI - Purch	\$2,290.16		
00003909	DLX FOR BUSINESS - Purchase	\$47.24		
00003959	SAMSCLUB #6425 - Purchase	\$22.24		
00003823	WW GRAINGER - Purchase	\$122.10		
00003816	SAMSCLUB #6425 - Purchase	\$24.56		
00003980	WWW.DICKSPORTNGGOODS. - Purch	\$99.98		
00004054	ATLAS OFFICE PRODUCTS - Purcha	\$4.12		
00003652	SAMSCLUB #6425 - Purchase	\$34.72		
00003655	DOLRTREE 3288 00032888 - Purch	\$9.24		
00004015	ARC SERVICES/TRAINING - Purcha	\$35.00		
00003675	QWEST COMMUNICATIONS - Purchas	\$39.59		
00003676	QWEST COMMUNICATIONS - Purchas	\$39.87		
00003684	QWEST COMMUNICATIONS - Purchas	\$39.87		
00003959	SAMSCLUB #6425 - Purchase	\$43.92		
00003578	MG GREAT FALLS - Purchase	\$898.03		
00003816	SAMSCLUB #6425 - Purchase	\$252.98		
00003816	SAMSCLUB #6425 - Purchase	\$66.83		
00003821	SAMSCLUB #6425 - Credit	(\$19.87)		
00003816	SAMSCLUB #6425 - Purchase	\$47.88		
00003895	SAMS INTERNET - Purchase	\$162.62		
		<b>\$5,681.73</b>	<b>Subtotal for Dept.</b>	<b>Aquatics</b>
00003840	NASCO MAIL ORDER - Purchase	\$1,028.24		
00003869	PEACHES FAMILY RESTAUR - Purch	\$35.68		
		<b>\$1,063.92</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
00003989	CASPER WINAIR SUPPLY C - Purch	\$49.43		
00003983	NORCO INC - Purchase	\$733.70		
00003968	BLOEDORN LUMBER CASPER - Purch	\$66.12		
00003595	SAMSCLUB #6425 - Purchase	\$147.00		
00003997	SHERWIN WILLIAMS #3439 - Purch	\$188.80		
00003975	SAMSCLUB #6425 - Purchase	\$60.68		
00004003	BLOEDORN LUMBER CASPER - Purch	\$8.81		
00003971	BLOEDORN LUMBER CASPER - Purch	\$3.97		
00004004	NORCO INC - Purchase	\$100.00		
00004005	NORCO INC - Purchase	\$12.09		
00004006	CASPER WINNELSON CO - Purchase	\$107.41		
00003993	KNAPP SUPPLY & EQUIPME - Purch	\$115.90		
00003809	BLOEDORN LUMBER CASPER - Purch	\$45.93		
00004026	BAILEYS ACE HARDWARE - Purchas	\$18.78		
00004023	CASPER WINNELSON CO - Purchase	\$17.39		
00003808	CASPER WINNELSON CO - Purchase	\$750.00		
00004022	NORCO INC - Purchase	\$143.58		

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

00003711	HOUSTON SUPPLY 20 - Purchase	\$39.36
00003791	BLOEDORN LUMBER CASPER - Purch	\$15.30
00003728	CASPER WINNELSON CO - Purchase	\$69.22
00004008	CASPER WINNELSON CO - Purchase	\$31.50
00003736	NORCO INC - Purchase	\$38.03
00004016	WAL-MART #3778 - Purchase	\$47.31
00003815	BLOEDORN LUMBER CASPER - Purch	\$33.62
00003740	MAXI-SWEEP INC - Purchase	\$197.62
00003876	BAILEYS ACE HARDWARE - Purchas	\$16.97
00003753	HERCULES INDUSTRIES CA - Purch	\$47.16
00003719	CASPER WINNELSON CO - Purchase	\$7.75
00003911	SHERWIN WILLIAMS #3439 - Purch	\$764.86
00003938	HARBOR FREIGHT TOOLS 3 - Purch	\$9.99
00003860	MENARDS CASPER - Purchase	\$22.86
00003933	THE HOME DEPOT 6001 - Purchase	\$79.81
00003836	WOODWORKERS SUPPLY, IN - Purch	\$21.10
00003838	CASPER WINLECTRIC CO - Purchas	\$169.70
00003966	DENNIS SUPPLY COMPAN - Purchas	\$10.19
00003845	HERCULES INDUSTRIES CA - Purch	\$8.11
00003862	CRUM ELECTRIC SUPPLY C - Purch	\$146.79
00003896	CRESCENT ELECTRIC 103 - Purcha	\$56.16
00003851	CASPER WINNELSON CO - Purchase	\$25.00
00003852	WW GRAINGER - Purchase	\$30.24
00003906	CASPER WINNELSON CO - Purchase	\$102.53
00003853	BLOEDORN LUMBER CASPER - Purch	\$10.87
00003901	SAMSCLUB #6425 - Purchase	\$170.71
00003920	BLOEDORN LUMBER CASPER - Purch	\$11.97
00003952	HD SUPPLY UTILITIES, L - Purch	\$6.27
00003875	BLOEDORN LUMBER CASPER - Purch	\$13.50
00003897	WW GRAINGER - Purchase	\$40.39
00003962	DENNIS SUPPLY COMPAN - Purchas	\$69.68
00003868	PRAIRIE PELLA WY LLC - Purchas	\$8.00
00003884	WOODWORKERS SUPPLY, IN - Purch	\$12.17
00003867	CASPER WINNELSON CO - Purchase	\$50.72
00003939	BAILEYS ACE HARDWARE - Purchas	\$3.99
00003954	NORCO INC - Purchase	\$20.67
00003941	BLOEDORN LUMBER CASPER - Purch	\$3.86
00003704	SAMSCLUB #6425 - Purchase	\$58.86
00003866	PRAIRIE PELLA WY LLC - Purchas	\$43.00
00003976	BLOEDORN LUMBER CASPER - Purch	\$13.78
00003948	DENNIS SUPPLY COMPAN - Purchas	\$12.15
00003830	BLOEDORN LUMBER CASPER - Purch	\$12.48
00003970	DENNIS SUPPLY COMPAN - Purchas	\$78.36
00003956	SUTHERLANDS 2219 - Purchase	\$10.28
00004100	THE HOME DEPOT 6001 - Purchase	\$13.77
00003647	CASPER WINNELSON CO - Purchase	\$23.84
00003643	BLOEDORN LUMBER CASPER - Purch	\$29.98
00003893	G AND R CONTROLS INC - Purchas	\$149.00
00004055	SUTHERLANDS 2219 - Purchase	\$3.61
00004056	CASPER WINNELSON CO - Purchase	\$2.47

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

00003586	BLOEDORN LUMBER CASPER - Purch	\$464.42	
00003641	KONE INC. - Purchase	\$237.02	
00003589	HD SUPPLY UTILITIES, L - Purch	\$114.13	
00003612	CASPER CONTRACTOR SUPP - Purch	\$54.16	
00004059	BLOEDORN LUMBER CASPER - Purch	\$12.38	
00003648	BAILEYS ACE HARDWARE - Purchas	\$21.27	
00004105	BLOEDORN LUMBER CASPER - Purch	\$44.86	
00004107	HD SUPPLY UTILITIES, L - Purch	\$11.25	
00003638	KONE INC. - Purchase	\$237.02	
00004097	BAILEYS ACE HARDWARE - Purchas	\$18.88	
00004062	LOU TAUBERT RANCH OUTF - Purch	\$87.80	
00004096	FOWLER PETH 194 - Purchase	\$214.61	
00003625	BLOEDORN LUMBER CASPER - Purch	\$17.99	
00004053	CASPER WINNELSON CO - Purchase	\$75.69	
00003606	CASPER WINNELSON CO - Purchase	\$25.44	
00003605	CASPER WINNELSON CO - Purchase	\$78.17	
00004092	THE HOME DEPOT 6001 - Purchase	\$11.64	
00003640	NORCO INC - Purchase	\$42.00	
00003639	CASPER WINNELSON CO - Purchase	\$16.32	
00004036	CASPER WINNELSON CO - Purchase	\$22.75	
00004030	CASPER WINNELSON CO - Purchase	\$308.40	
00003691	WW GRAINGER - Purchase	\$27.48	
00004032	SHERWIN WILLIAMS #3439 - Purch	\$75.52	
00004034	CASPER WINNELSON CO - Purchase	\$95.55	
00004035	AIRGAS CENTRAL - Purchase	\$7.95	
00003650	NORCO INC - Purchase	\$361.14	
00003682	CASPER CONTRACTOR SUPP - Purch	\$23.18	
00003666	BLOEDORN LUMBER CASPER - Purch	\$17.44	
00004042	CASPER WINNELSON CO - Purchase	\$23.99	
00003654	DALCO INDUSTRIES INC - Purchas	\$110.00	
00004045	KNAPP SUPPLY & EQUIPME - Purch	\$230.28	
00003653	CASPER WINAIR SUPPLY C - Purch	\$616.67	
		<b>\$9,140.55</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
00003607	BLOEDORN LUMBER CASPER - Purch	\$11.95	
00003961	OVERHEAD DOOR COMPANY - Purcha	\$69.47	
00003590	DIAMOND VOGEL PAINT #7 - Purch	\$8.74	
00003609	VOLVO OF MILLS - Purchase	\$33.00	
00003583	DIAMOND VOGEL PAINT #7 - Purch	\$320.21	
00003604	MENARDS CASPER - Purchase	\$29.44	
00003594	CRUM ELECTRIC SUPPLY C - Purch	\$87.00	
00003596	BLOEDORN LUMBER CASPER - Purch	\$4.98	
		<b>\$564.79</b>	<b>Subtotal for Dept. Capital Projects</b>
00003696	WW GRAINGER - Purchase	\$1,040.35	
00003839	WW GRAINGER - Purchase	\$1,268.00	
00003826	XPEDX-INTL PAPER - Purchase	\$405.76	
00004037	GRINDMASTER-CECILWARE - Purcha	\$299.04	
00003694	FEDEXOFFICE 00009423 - Purch	\$49.58	
00003957	PAYPAL WILLIAMDEZI - Purchase	\$590.00	
00003779	COWBOY SUPPLY HOUSE IN - Purch	\$720.00	
00003905	XPEDX-INTL PAPER - Purchase	\$30.68	

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

00004066 RICOH USA, INC - Purchase	\$127.70	
00004010 WW GRAINGER - Purchase	\$33.57	
00004095 SEARS ROEBUCK 7041 - Purchas	\$19.97	
00003707 NATURAL GROCERSCA - Purchase	\$20.36	
00004094 SEARS ROEBUCK 7041 - Purchas	\$50.49	
00003706 WW GRAINGER - Purchase	\$213.03	
00003746 L-COM GLOBAL CONNECTIV - Purch	\$42.95	
00003967 PEACH NEW MEDIA - Purchase Onl	\$75.00	
00003695 NATURAL GROCERSCA - Purchase	\$188.29	
00004102 DIAMOND VOGEL PAINT #7 - Purch	\$226.63	
00003880 WAL-MART #1617 - Purchase	\$24.90	
00004040 WAL-MART #1617 - Purchase	\$16.96	
00003889 DIAMOND VOGEL PAINT #7 - Purch	\$227.83	
00003657 KMART 4736 - Purchase	\$309.65	
00004086 HARBOR FREIGHT TOOLS 3 - Purch	\$70.43	
00003899 KNAPP SUPPLY & EQUIPME - Purch	\$20.25	
	<b>\$6,071.42</b>	<b>Subtotal for Dept. Casper Events Center</b>
00003582 DIAMOND VOGEL PAINT #7 - Purch	\$79.09	
00003763 DIAMOND VOGEL PAINT #7 - Purch	\$280.00	
00003785 DIAMOND VOGEL PAINT #7 - Purch	\$221.04	
	<b>\$580.13</b>	<b>Subtotal for Dept. City Hall</b>
00003662 AIRBNB INC - Credit	(\$475.00)	
00003799 HD SUPPLY UTILITIES, L - Purch	\$69.77	
00003738 DSASUMO THAI RESTAURAN - Purch	\$117.33	
	<b>(\$287.90)</b>	<b>Subtotal for Dept. City Manager</b>
00003670 DELTA 00682191177533 - Pur	\$25.00	
00003705 DELTA 00682199703673 - Pur	\$25.00	
00003698 HOTEL MONACO ALEXANDRI - Purch	\$1.00	
	<b>\$51.00</b>	<b>Subtotal for Dept. Communications Center</b>
00003912 AMERISTAR FIRESIDE KIT - Purch	\$10.26	
00003940 AMERISTAR - HOTEL - Purchase	\$218.60	
00003623 ATLAS OFFICE PRODUCTS - Purcha	\$16.70	
00003645 D J WALL ST JOURNAL - Purchase	\$25.99	
00003855 ATLAS OFFICE PRODUCTS - Purcha	\$140.46	
00003903 RIVIERA BLACKHAWK BUFF - Purch	\$25.67	
00003614 ATLAS OFFICE PRODUCTS - Purcha	\$281.64	
00003913 AMERISTAR FIRESIDE KIT - Purch	\$15.24	
00003927 RIVIERA BLACKHAWK BUFF - Purch	\$25.67	
00003919 AMERISTAR - HOTEL - Purchase	\$218.60	
00003912 AMERISTAR FIRESIDE KIT - Purch	\$10.26	
00003913 AMERISTAR FIRESIDE KIT - Purch	\$15.24	
	<b>\$1,004.33</b>	<b>Subtotal for Dept. Finance</b>
00003685 WAL-MART #1617 - Purchase	\$59.22	
00003683 KNAPP SUPPLY & EQUIPME - Purch	\$435.23	
00003914 UNITED 0167247537076 - Purc	\$610.30	
00003904 UNITED 0167247537075 - Purc	\$610.30	
00003916 UNITED 01626030350055 - Pur	\$60.00	
00003677 UNITED 01626023500312 - Pur	\$60.00	
00003710 WAL-MART #1617 - Purchase	\$5.94	

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

00003931	INTL ASSOC OF FIRE CHI - Purch	\$475.00	
00003588	DOLRTREE 3288 00032888 - Purch	\$14.60	
00003925	UNITED 0167247533223 - Purc	\$610.30	
00003663	ALBERTSONS #2060 - Purchase	\$23.98	
00003775	BMI ONLINE TRAINING - Purchase	\$79.00	
00003749	KNAPP SUPPLY & EQUIPME - Purch	\$44.55	
00003634	MENARDS CASPER - Purchase	\$130.57	
00003672	GUEST SERVICES-UNITQ68 - Purch	\$300.48	
00003660	INT'L CODE COUNCIL INC - Purch	\$70.00	
00003985	FREDPRYOR CAREERTRACK - Credit	(\$10.00)	
00003776	BIG A CONVENIENT STORE - Purch	\$83.81	
00003979	BEST BUY 00015271 - Purch	\$115.48	
00004069	BMI ONLINE TRAINING - Purchase	\$79.00	
00003739	MIMIS CAFE 133 - Purchase	\$25.51	
00003788	ACS GOVERNMENT SYSTEMS - Purch	\$1,319.00	
00003741	CHILI'S S COLORADO SPR - Purch	\$17.45	
00003792	INTERNATIONAL ASSOC - Purchase	\$75.00	
00003936	GALLES GRNHS & HEPP LN - Purch	\$241.90	
00003667	CFPS ANN REN/EXAM - Purchase	\$90.00	
00003804	HOBBY-LOBBY #0233 - Purchase	\$117.50	
00003825	FIRE PREVENTION - Purchase	\$765.00	
00003620	MENARDS CASPER - Purchase	\$606.20	
00003955	PEN PENNWELL BOOKS - Purchase	\$382.90	
00003748	CORNER STORE 4549 - Purchase	\$37.44	
00003807	GETTYSBURG EDDIES - Purchase	\$22.77	
00003923	WENDY'S #47 - Purchase	\$9.29	
00003615	THE HOME DEPOT 6001 - Purchase	\$124.25	
00003646	MENARDS 3243 CASPER - Credit	(\$62.60)	
00003762	WAL-MART #1617 - Purchase	\$26.90	
00003714	NORCO INC - Purchase	\$771.39	
00004024	TACO TIME #6415 - Purchase	\$34.47	
00003619	THE SUPPLY CACHE, INC - Purcha	\$992.50	
00003984	FREDPRYOR CAREERTRACK - Purcha	\$99.00	
		<b>\$9,553.63</b>	<b>Subtotal for Dept. Fire</b>
00004108	ACT MPMA 2013 Conferen - Purch	\$376.00	
00004093	ACT MPMA 2013 Conferen - Purch	\$376.00	
00003632	AMAZON MKTPLACE PMTS - Purchas	\$97.86	
00004106	ACT MPMA 2013 Conferen - Purch	\$356.00	
00003637	Amazon.com - Purchase	\$29.80	
00004093	ACT MPMA 2013 Conferen - Purch	\$45.00	
		<b>\$1,280.66</b>	<b>Subtotal for Dept. Fort Caspar</b>
00003750	GREENLINE EQUIPMENT - Purchase	\$28.88	
00003751	GREENLINE EQUIPMENT - Purchase	\$10.74	
00003754	GREINER MOTOR COMPANY - Purcha	\$57.09	
00003756	AMBI MAIL AND MARKETIN - Purch	\$23.57	
00003760	CMI-TECO - Purchase	\$1,078.01	
00003761	BAILEYS ACE HARDWARE - Purchas	\$18.96	
00003697	CASPER TIRE - Purchase	\$14.29	
00003764	GREENLINE EQUIPMENT - Purchase	\$10.56	
00003766	GREENLINE EQUIPMENT - Purchase	\$329.47	

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

00003767	DECKER AUTO GLASS - Purchase	\$211.31
00003700	BAILEYS ACE HARDWARE - Purchas	\$5.28
00003733	GREENLINE EQUIPMENT - Purchase	\$83.31
00003577	BEARING BELT & CHAIN - Purchas	\$4.66
00003715	GREINER MOTOR COMPANY - Purcha	\$321.02
00003715	GREINER MOTOR COMPANY - Purcha	\$300.00
00003720	CMI-TECO - Credit	(\$182.74)
00003721	WYOMING MACHINERY CO - Purchas	\$223.24
00003712	BEARING BELT & CHAIN - Purchas	\$60.96
00003726	BEARING BELT & CHAIN - Purchas	\$10.05
00003727	AMERI-TECH EQUIPMENT C - Purch	\$1,576.29
00003701	GREENLINE EQUIPMENT - Purchase	\$83.31
00003732	HOSE & RUBBER SUPPLY - Purchas	\$81.29
00003580	GREENLINE EQUIPMENT - Purchase	\$64.57
00003709	BEARING BELT & CHAIN - Purchas	\$7.08
00003734	HENSLEY BATTERY & ELEC - Purch	\$81.99
00003708	CASPER TIRE - Purchase	\$210.00
00003703	ALPINE MOTOR SPORTS - Purchase	\$36.95
00003742	WW GRAINGER - Purchase	\$45.54
00003723	GREENLINE EQUIPMENT - Purchase	\$142.56
00003744	BAILEYS ACE HARDWARE - Purchas	\$34.68
00003579	HOSE & RUBBER SUPPLY - Purchas	\$13.51
00003731	WYOMING MACHINERY CO - Purchas	\$438.91
00003642	GREENLINE EQUIPMENT - Purchase	\$11.36
00003842	BEARING BELT & CHAIN - Credit	(\$45.99)
00003678	CMI-TECO - Purchase	\$109.18
00003768	CMI-TECO - Purchase	\$31.00
00003611	HOSE & RUBBER SUPPLY - Purchas	\$131.74
00003610	BEARING BELT & CHAIN - Purchas	\$33.06
00003608	BEARING BELT & CHAIN - Purchas	\$115.98
00003601	ALLIANCE WIRELESS TECH - Purch	\$709.64
00003674	CMI-TECO - Purchase	\$33.06
00003671	VOLVO OF MILLS - Purchase	\$47.89
00003665	HONNEN EQUIPMENT #04 - Purchas	\$30.30
00003659	NORCO INC - Purchase	\$448.92
00003680	BEARING BELT & CHAIN - Purchas	\$63.37
00003644	WYOMING MACHINERY CO - Credit	(\$211.02)
00003681	CMI-TECO - Purchase	\$182.74
00003636	CMI-TECO - Purchase	\$46.44
00003635	CMI-TECO - Purchase	\$3.35
00003633	HONNEN EQUIPMENT #04 - Purchas	\$3,397.14
00003630	CASPER TIRE - Purchase	\$15.00
00003629	WYOMING MACHINERY CO - Purchas	\$179.59
00003627	WW GRAINGER - Purchase	\$6.16
00003624	HOSE & RUBBER SUPPLY - Purchas	\$6.06
00003624	HOSE & RUBBER SUPPLY - Purchas	\$8.46
00003624	HOSE & RUBBER SUPPLY - Purchas	\$17.68
00003622	BAILEYS ACE HARDWARE - Purchas	\$8.98
00003617	BEARING BELT & CHAIN - Purchas	\$27.40
00003613	BEARING BELT & CHAIN - Purchas	\$61.54

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

00003649	VOLVO OF MILLS - Purchase	\$299.55
00003850	WHITES MOUNTAIN - Purchase	\$295.31
00003687	WW GRAINGER - Purchase	\$45.16
00003965	HENSLEY BATTERY & ELEC - Purch	\$315.42
00003964	ADVANCED HYDRAULIC & M - Purch	\$244.47
00003963	HARTZ E&F TOWING & REC - Purch	\$225.00
00003584	WYOMING MACHINERY CO - Purchas	\$86.76
00003585	GREINER MOTOR COMPANY - Purcha	\$112.99
00003863	GREINER MOTOR COMPANY - Purcha	\$166.08
00003858	FLEETPRIDE 893 - Purchase	\$88.00
00003857	GREINER MOTOR COMPANY - Purcha	\$7.97
00003854	KELLYS ALIGNMENT AND B - Purch	\$173.80
00003591	CASPER TIRE - Purchase	\$170.00
00003679	CMI-TECO - Purchase	\$253.09
00003593	CASPER TIRE - Purchase	\$105.00
00003693	WW GRAINGER - Purchase	\$29.04
00003844	B&B AUTO ELECTRIC INC - Purcha	\$528.49
00003843	GREINER MOTOR COMPANY - Purcha	\$98.02
00003841	GREENLINE EQUIPMENT - Purchase	\$30.19
00003833	CMI-TECO - Purchase	\$125.92
00003831	LARIAT INTERNATIONAL T - Purch	\$246.85
00003598	BEARING BELT & CHAIN - Purchas	\$37.47
00003599	MARIC SALES - Purchase	\$392.05
00003829	GREINER MOTOR COMPANY - Purcha	\$58.01
00003827	BEARING BELT & CHAIN - Purchas	\$227.83
00003824	LARIAT INTERNATIONAL T - Purch	\$155.35
00003820	GREINER MOTOR COMPANY - Purcha	\$300.23
00003817	GREINER MOTOR COMPANY - Purcha	\$781.09
00003592	GREENLINE EQUIPMENT - Purchase	\$415.83
00003928	BEARING BELT & CHAIN - Credit	(\$60.50)
00004013	WYOMING MACHINERY CO - Purchas	\$861.84
00004087	L N CURTIS & SONS - Purchase	\$204.17
00003917	CMI-TECO - Purchase	\$13.21
00004012	BEARING BELT & CHAIN - Purchas	\$164.52
00003921	INT SECOND WIND PERFOR - Purch	\$719.00
00003922	GREINER MOTOR COMPANY - Purcha	\$699.90
00003881	LARIAT INTERNATIONAL T - Purch	\$98.24
00003926	GREENLINE EQUIPMENT - Purchase	\$28.88
00004014	WYOMING MACHINERY CO - Purchas	\$111.73
00003929	BEARING BELT & CHAIN - Purchas	\$12.00
00004011	BEARING BELT & CHAIN - Purchas	\$9.49
00004009	WYOMING MACHINERY CO - Purchas	\$34.42
00004002	WYOMING MACHINERY CO - Purchas	\$933.41
00004001	GREINER MOTOR COMPANY - Purcha	\$53.03
00003935	GREINER MOTOR COMPANY - Purcha	\$51.79
00003924	BEARING BELT & CHAIN - Purchas	\$6.32
00003891	BEARING BELT & CHAIN - Credit	(\$45.99)
00003882	LARIAT INTERNATIONAL T - Purch	\$174.95
00003883	VOLVO OF MILLS - Purchase	\$41.75
00003930	LDV, INC. - Purchase	\$1,468.48

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

00003887	BEARING BELT & CHAIN - Purchas	\$29.33
00003986	WYOMING MACHINERY CO - Credit	(\$242.14)
00004088	ABLE EQUIPMENT CO - Purchase	\$489.12
00004014	WYOMING MACHINERY CO - Purchas	\$360.07
00003890	GREINER MOTOR COMPANY - Purcha	\$397.95
00003915	BEARING BELT & CHAIN - Purchas	\$29.33
00003892	WW GRAINGER - Purchase	\$22.96
00003894	HENSLEY BATTERY & ELEC - Purch	\$420.56
00003898	CMI-TECO - Credit	(\$150.51)
00003900	GREINER MOTOR COMPANY - Purcha	\$104.38
00003907	GREINER MOTOR COMPANY - Purcha	\$22.69
00003908	NORCO INC - Purchase	\$73.68
00003943	BEARING BELT & CHAIN - Purchas	\$9.49
00004077	FOODSERVICEWAREHOUSEC - Purcha	\$618.50
00003990	WYOMING MACHINERY CO - Purchas	\$123.46
00003937	OREILLY AUTO 00027466 - Purch	\$11.96
00004075	WYOMING MACHINERY CO - Credit	(\$211.02)
00004078	BEARING BELT & CHAIN - Purchas	\$45.04
00004080	WYOMING MACHINERY CO - Purchas	\$4,272.78
00004083	BEARING BELT & CHAIN - Purchas	\$8.63
00004082	MILES ELECTRIC VEHICLE - Purch	\$56.07
00003581	MAX FIRE - Purchase	\$108.22
00003991	WYOMING MACHINERY CO - Credit	(\$211.02)
00003992	WW GRAINGER - Purchase	\$285.68
00004089	CMI-TECO - Purchase	\$1,017.05
00004081	BEARING BELT & CHAIN - Purchas	\$24.59
00003988	GREINER MOTOR COMPANY - Purcha	\$7.60
00003978	WW GRAINGER - Purchase	\$34.58
00003981	CT POWER & ICEBERG ENT - Purch	\$40.78
00003987	WYOMING MACHINERY CO - Purchas	\$269.05
00003982	JACKS TRUCK AND EQUPMT - Purch	\$207.79
00004085	WYOMING MACHINERY CO - Purchas	\$211.02
00003951	BEARING BELT & CHAIN - Purchas	\$38.82
00004090	WYOMING MACHINERY CO - Purchas	\$270.10
00004000	WYOMING MACHINERY CO - Purchas	\$257.01
00003944	VEHICLE LIGHTING SOLUT - Purch	\$458.86
00003945	HOSE & RUBBER SUPPLY - Purchas	\$44.22
00003946	WW GRAINGER - Purchase	\$52.28
00003947	WHITES MOUNTAIN - Purchase	\$23.64
00004071	WYOMING MACHINERY CO - Purchas	\$211.02
00003950	HOSE & RUBBER SUPPLY - Purchas	\$65.00
00003942	BEARING BELT & CHAIN - Purchas	\$59.84
00004000	WYOMING MACHINERY CO - Purchas	\$36.86
00003999	WYOMING MACHINERY CO - Purchas	\$26.96
00003958	HOSE & RUBBER SUPPLY - Purchas	\$113.75
00003998	GREINER MOTOR COMPANY - Credit	(\$300.23)
00003996	CMI-TECO - Purchase	\$99.38
00003803	GREENLINE EQUIPMENT - Purchase	\$73.26
00003994	WYOMING MACHINERY CO - Credit	(\$111.73)
00003949	GREINER MOTOR COMPANY - Credit	(\$100.00)

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

00004043	DECKER AUTO GLASS - Purchase	\$202.09
00004101	WYOMING MACHINERY CO - Purchas	\$136.79
00003769	HENSLEY BATTERY & ELEC - Purch	\$92.76
00003793	CENTRAL TRUCK & DIESEL - Purch	\$31.22
00004048	WEAR PARTS INC - Purchase	\$45.74
00003631	DECKER AUTO GLASS - Purchase	\$80.00
00004046	BEARING BELT & CHAIN - Purchas	\$217.99
00003787	GREENLINE EQUIPMENT - Purchase	\$257.69
00003628	JACKS TRUCK AND EQUPMT - Purch	\$219.36
00004057	BEARING BELT & CHAIN - Purchas	\$27.97
00004041	GREINER MOTOR COMPANY - Purcha	\$21.53
00004104	CASPER TIRE - Purchase	\$198.00
00004017	GREENLINE EQUIPMENT - Purchase	\$37.69
00004039	CMI-TECO - Purchase	\$42.31
00003879	VOLVO OF MILLS - Credit	(\$1.99)
00004103	WYOMINGCAT.COM - Purchase	\$1,190.00
00003795	BAILEYS ACE HARDWARE - Purchas	\$35.94
00003780	GREINER MOTOR COMPANY - Purcha	\$122.31
00003771	BAILEYS ACE HARDWARE - Purchas	\$6.49
00003772	INLAND TRUCK PARTS #35 - Purch	\$563.88
00004065	GREINER MOTOR COMPANY - Purcha	\$19.46
00004058	BEARING BELT & CHAIN - Purchas	\$22.43
00004021	WYOMING MACHINERY CO - Purchas	\$13.07
00003777	DECKER AUTO GLASS - Purchase	\$153.56
00003886	WHITES MOUNTAIN - Purchase	\$64.84
00004021	WYOMING MACHINERY CO - Purchas	\$130.43
00003801	GREINER MOTOR COMPANY - Credit	(\$176.70)
00004073	WYOMING MACHINERY CO - Purchas	\$128.13
00004063	GREENLINE EQUIPMENT - Credit	(\$39.27)
00003934	BEARING BELT & CHAIN - Purchas	\$58.66
00003782	GREINER MOTOR COMPANY - Purcha	\$73.17
00004061	GREENLINE EQUIPMENT - Purchase	\$689.74
00004060	GREENLINE EQUIPMENT - Purchase	\$42.67
00003778	GREINER MOTOR COMPANY - Purcha	\$267.03
00004098	BEARING BELT & CHAIN - Purchas	\$17.73
00004027	BEARING BELT & CHAIN - Credit	(\$1.99)
00004028	HONNEN EQUIPMENT #04 - Purchas	\$1,430.66
00003600	EXTREMETACTICALDYNAMIC - Purch	\$20.00
00004019	WYOMING MACHINERY CO - Purchas	\$454.90
00003870	BEARING BELT & CHAIN - Purchas	\$36.00
00003576	GREINER MOTOR COMPANY - Purcha	\$65.04
00004018	GREENLINE EQUIPMENT - Purchase	\$148.52
00004028	HONNEN EQUIPMENT #04 - Purchas	\$7.88
00003969	GREINER MOTOR COMPANY - Purcha	\$14.05
00004028	HONNEN EQUIPMENT #04 - Purchas	\$242.82
00003813	GREINER MOTOR COMPANY - Credit	(\$300.00)
00003812	VERMEER SALES & SVCS O - Purch	\$307.00
00003805	VERMEER SALES & SVCS O - Purch	\$153.44
00003803	GREENLINE EQUIPMENT - Purchase	\$7.56
00003878	BEARING BELT & CHAIN - Purchas	\$1.99

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

00003877 BEARING BELT & CHAIN - Purchas	\$18.44	
00003874 JACKS TRUCK AND EQUIPMT - Credi	(\$32.58)	
00003871 BEARING BELT & CHAIN - Purchas	\$40.89	
00004068 BEARING BELT & CHAIN - Purchas	\$279.29	
00003811 BEARING BELT & CHAIN - Purchas	\$6.98	
00003806 HENSLEY BATTERY & ELEC - Credi	(\$81.99)	
00004099 WYOMING MACHINERY CO - Purchas	\$123.46	
00003873 HENSLEY BATTERY & ELEC - Purch	\$87.53	
00004031 BEARING BELT & CHAIN - Purchas	\$38.99	
00003872 JACKS TRUCK AND EQUIPMT - Purch	\$65.16	
	<b>\$40,423.45</b>	<b>Subtotal for Dept. Garage</b>
00004020 STAPLES 00114181 - Purch	\$83.99	
00003973 FULLCOMPASS - Purchase	\$184.99	
00003974 GCSAA EIFG 8004727878 - Purcha	\$185.00	
00003995 STAPLES 00114181 - Purch	\$359.97	
00003856 KNAPP SUPPLY & EQUIPME - Purch	\$122.40	
00003861 MICHAELS FENCE & SUPPL - Purch	\$33.80	
	<b>\$970.15</b>	<b>Subtotal for Dept. Golf Course</b>
00003859 BEARING BELT & CHAIN - Purchas	\$159.49	
00003758 NORCO INC - Purchase	\$187.51	
00003818 DELTA RIGGING & TOOL, - Credit	(\$65.17)	
00003616 THE HOME DEPOT 6001 - Purchase	\$149.00	
	<b>\$430.83</b>	<b>Subtotal for Dept. Hogadon</b>
00004029 INTERNATIONAL PUBLIC M - Purch	\$149.00	
	<b>\$149.00</b>	<b>Subtotal for Dept. Human Resources</b>
00004051 BAILEYS ACE HARDWARE - Purchas	\$62.95	
00004038 SAMS INTERNET - Purchase	\$18.84	
00004070 SUBWAY 00147363 - Purch	\$60.00	
00004049 BAILEYS ACE HARDWARE - Purchas	\$8.99	
00004033 SHERWIN WILLIAMS #3439 - Purch	\$310.46	
00004038 SAMS INTERNET - Purchase	\$32.94	
00004038 SAMS INTERNET - Purchase	\$119.94	
00004050 PIZZA HUT #240 - Purchase	\$42.50	
00003819 BECKER ARENA PRODUCTS - Purcha	\$674.32	
00003910 BAILEYS ACE HARDWARE - Purchas	\$18.48	
00003814 SAMSCLUB #6425 - Purchase	\$57.52	
00003835 BURBACK'S REFRIGERATIO - Purch	\$422.87	
00003810 KNAPP SUPPLY & EQUIPME - Purch	\$81.84	
00003932 SAMSCLUB #6425 - Purchase	\$28.24	
00003810 KNAPP SUPPLY & EQUIPME - Purch	\$77.70	
00003960 SAMSCLUB #6425 - Purchase	\$257.09	
00003960 SAMSCLUB #6425 - Purchase	\$75.84	
00003972 VISTAR - ROCKY MOUNT - Purchas	\$107.55	
00003664 REG.NGIN.COM - Purchase	\$225.00	
	<b>\$2,683.07</b>	<b>Subtotal for Dept. Ice Arena</b>
00003800 WESTIN (WESTIN HOTELS) - Purch	\$1,154.00	
00003802 Metro Transit System - Purchas	\$7.00	
00003784 321 CPK KIOSK 30083216 - Purch	\$2.47	
00003688 RALPHS #0123 - Purchase	\$36.41	

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

00003798	THE HOPPING PIG - Purchase	\$57.52	
00003745	SAN DIEGO CONV CTR CON - Purch	\$2.50	
00003661	DELTA 00682199412742 - Pur	\$25.00	
00003689	THE GROVE-SALT LAKEQPS - Purch	\$2.39	
00003789	STARBUCKS LOWE32321606 - Purch	\$2.32	
00003717	CHEESE SHOP - Purchase	\$14.00	
00003669	TENDER GREENS - Purchase	\$16.20	
00003770	C/NCIA - Purchase	\$30.00	
00003757	DELTA 00682200153445 - Pur	\$25.00	
00003783	BARLEYMASH - Purchase	\$21.00	
00003668	SQ BINYAM DADA - Purchase	\$17.00	
00003755	RALPHS #0123 - Purchase	\$9.26	
		<b>\$1,422.07</b>	<b>Subtotal for Dept. Information Services</b>
00003730	BAILEYS ACE HARDWARE - Purchas	\$90.47	
00004072	MED FORM - Purchase	\$68.11	
00003781	BAILEYS ACE HARDWARE - Purchas	\$103.89	
00003725	OFFICE MAX - Purchase	\$105.03	
00003786	PETCO 1456 63514566 - Purch	\$36.73	
00003718	HOBBY-LOBBY #0233 - Purchase	\$44.68	
00003747	Galls Intern - Purchase	\$155.48	
00003847	OFFICE MAX - Purchase	\$69.57	
00003692	WAL-MART #1617 - Purchase	\$53.28	
00003597	OWL CREEK GRAPHICS - Purchase	\$510.69	
00003794	SUTHERLANDS 2219 - Purchase	\$74.31	
00004084	OWL CREEK GRAPHICS - Purchase	\$644.21	
		<b>\$1,956.45</b>	<b>Subtotal for Dept. Metro Animal</b>
00004047	MICROFRAME - Purchase	\$573.00	
00003690	FREDPRYOR CAREERTRACK - Purcha	\$368.00	
00003918	WYOMING STATE BAR - Purchase	\$106.00	
00003953	PRAIRIE PELLA WY LLC - Purchas	\$4,140.00	
		<b>\$5,187.00</b>	<b>Subtotal for Dept. Municipal Court</b>
00003902	CASPER WINNELSON CO - Purchase	\$62.99	
00003651	KONE INC. - Purchase	\$474.04	
00003888	NORCO INC - Purchase	\$36.87	
		<b>\$573.90</b>	<b>Subtotal for Dept. Parking</b>
00004077	FOODSERVICEWAREHOUSEC - Purcha	\$618.50	
00004109	BESTWAY AGGREGATE - Purchase	\$600.00	
00003848	GREENLINE EQUIPMENT - Purchase	\$211.99	
		<b>\$1,430.49</b>	<b>Subtotal for Dept. Parks</b>
00004052	MAVERIK #391 - Purchase	\$52.06	
00004025	HARDEE'S #3902 QQ87 - Purch	\$7.12	
		<b>\$59.18</b>	<b>Subtotal for Dept. Police</b>
00003587	COWBOY SUPPLY HOUSE IN - Purch	\$1,300.00	
00003621	AMAZON MKTPLACE PMTS - Purchas	\$34.84	
00004076	SAMSClub #6425 - Purchase	\$76.24	
00003618	SQ REACH 4A STAR RIDI - Purch	\$600.00	
00004091	ROCKY MOUNTAIN FIRE SY - Purch	\$75.00	
00004079	MOUNTAIN STATES LITHOG - Purch	\$162.20	
00003959	SAMSClub #6425 - Purchase	\$16.61	

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

00003603	SAMSCLUB #6425 - Purchase	\$38.96	
00003603	SAMSCLUB #6425 - Purchase	\$116.46	
00003602	Amazon.com - Purchase	\$81.84	
00003837	DOLRTREE 3288 00032888 - Purch	\$42.00	
00003816	SAMSCLUB #6425 - Purchase	\$9.98	
00004064	CPU VENTURE TECH NETWO - Purch	\$105.00	
00003885	ID EDGE INC - Purchase	\$804.00	
00003865	GOEDICKES ARTS & CRAFT - Purch	\$70.00	
00003846	DAVE'S DARTS & BILLIAR - Purch	\$14.18	
00003828	HOBBY-LOBBY #0233 - Purchase	\$139.97	
00003816	SAMSCLUB #6425 - Purchase	\$23.48	
00003977	SAMSCLUB #6425 - Credit	(\$2.62)	
00003656	PARTY AMERICA CASPER # - Purch	\$12.99	
00004044	WW GRAINGER - Purchase	\$9.02	
00003864	NORCO INC - Purchase	\$67.48	
00003655	DOLRTREE 3288 00032888 - Purch	\$19.76	
00004015	ARC SERVICES/TRAINING - Purcha	\$70.00	
00003716	COWBOY SUPPLY HOUSE IN - Purch	\$2,975.10	
00004015	ARC SERVICES/TRAINING - Purcha	\$70.00	
		<b>\$6,932.49</b>	<b>Subtotal for Dept. Recreation</b>
00003658	SWANA - Purchase	\$637.50	
		<b>\$637.50</b>	<b>Subtotal for Dept. Refuse Collection</b>
00004077	FOODSERVICEWAREHOUSEC - Purcha	\$618.50	
		<b>\$618.50</b>	<b>Subtotal for Dept. Streets</b>
00003834	HALL SIGNS INC - Purchase	\$438.59	
00004077	FOODSERVICEWAREHOUSEC - Purcha	\$618.50	
		<b>\$1,057.09</b>	<b>Subtotal for Dept. Traffic</b>
00003737	OSF - DUSSINI 08 - Purchase	\$26.00	
00003765	TOWN & COUNTRY RESTAUR - Purch	\$5.50	
00003774	CAFE 222 - Purchase	\$17.00	
00003759	SIDEBAR/CIRO'S PIZZA - Purchas	\$7.00	
00003752	CHUBBY'S - Purchase	\$13.00	
00003743	Metro Transit System - Purchas	\$5.00	
00003790	A BUNZ BURGER JOINT - Purchase	\$8.00	
00003773	C/NCIA - Purchase	\$35.00	
00003735	SAN DIEGO CONV CTR CON - Purch	\$14.25	
00003796	Metro Transit System - Purchas	\$5.00	
00003797	Metro Transit System - Purchas	\$5.00	
00003729	TOWN & COUNTRY RESTAUR - Purch	\$5.45	
00003724	WHISKEY GIRL - Purchase	\$20.00	
00003722	Metro Transit System - Purchas	\$5.00	
00003713	SAN DIEGO CONV CTR CON - Purch	\$5.00	
00003702	THE HOPPING PIG - Purchase	\$16.50	
00003686	SARKU JAPAN 235 - Purchase	\$6.24	
00003673	TRAVELOCITY HOTEL RESE - Purch	\$787.38	
00003699	Metro Transit System - Purchas	\$7.00	
		<b>\$993.32</b>	<b>Subtotal for Dept. Water</b>
		<b>\$100,228.75</b>	<b>Subtotal for Vendor</b>

# Bills and Claims

City of Casper

07-Aug-13 to 20-Aug-13

**Grand Total**

**\$100,228.75**

**Approved By:**

**On:**

August 14, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Appeal of decision of Planning and Zoning Commission to deny a Conditional Use Permit for a manufactured mobile home in an M-1 (Limited Industrial) zoning district, on Lots 25-28, Block 10, Burlington Addition, located at 1154 East Burlington Avenue.

Recommendation:

That Council, by minute action, establish September 3, 2013, as the public hearing date for the consideration of an appeal of the decision of the Planning and Zoning Commission to deny a Conditional Use Permit for a manufactured mobile home in an M-1 (Limited Industrial) zoning district, on Lots 25-28, Block 10, Burlington Addition, located at 1154 East Burlington Avenue.

Summary:

Keith E. Bynum has applied for a Conditional Use Permit for a manufactured mobile home in an M-1 (Limited Industrial) zoning district, on Lots 25-28, Block 10, Burlington Addition, located at 1154 East Burlington Avenue. The subject property is approximately 10,000 square feet in size and is surrounded by properties zoned M-1 (Limited Industrial) on all sides. Currently, the site is occupied by the applicant and his brother who are living in a camper trailer illegally on the site. Existing land uses in the immediate area are a mix of commercial, industrial and residential, including several manufactured mobile homes that exist as legal, non-conforming uses. Residential uses are not listed as a permitted use in the M-1 (Limited Industrial) zoning district. The manufactured mobile home is not currently hooked up to utilities because it is not a permitted use at this location.

The manufactured mobile home that is located on the subject property was moved to the property recently. The Code Enforcement Division received several complaints from neighbors about the manufactured mobile home being moved onto the property. It was discovered that the applicant was issued, in error, a mobile home permit application by the Building and Code Enforcement Department for the placement of a manufactured mobile home on the property in September of 2012. However, by code, permits expire after six (6) months if they are not “exercised.” The applicant moved the manufactured mobile home onto the property, not realizing that the permit had expired, and a new permit was necessary. A new/updated permit could not be issued for the placement of the

manufactured mobile home on the property because the M-1 (Limited Industrial) zoning of the property does not allow it as a permitted use in this location.

Section 17.80.030 of the Casper Municipal Code does allow manufactured mobile homes in the M-1 (Limited Industrial) zoning district, as a Conditional Use, if the manufactured mobile home is “necessary for safety or security reasons, in conjunction with the principal use, and occupied only by persons responsible for security in the principal use and employed by the industry or business conducting the principal use.” In that there is no industrial or commercial use on the property, the case cannot be made that the manufactured mobile home is for safety or security purposes. The applicant therefore, requested approval under Section 17.80.030(F), which allows the Planning and Zoning Commission to approve Conditional Use Permits for “other uses that are compatible with the intent of the M-1 (Limited Industrial) zoning district.”

The Planning and Zoning Commission denied the Conditional Use Permit at their public hearing on July 23, 2013. Section 17.12.240(L) of the Casper Municipal Code allows any person aggrieved or adversely affected by the final decision of the Commission to appeal the decision to the City Council within ten (10) calendar days. The City received a request from the applicant to appeal the decision within the statutory ten-day appeal period.

# 1154 EAST BURLINGTON AVENUE



CITY MANAGER

IN REGARD TO THE  
CONDITIONAL USE PER-  
MIT LOCATED AT 1154  
E. BURLINGTON, LOTS  
25-28, BLOCK 10, I  
KEITH BYNUM AM  
ASKING THAT THE  
MATTER GO BACK  
BEFORE THE CITY  
COUNCIL FOR REVIEW.  
THANK YOU. 8/5/13

Keith Bynum

AUG - 5 2013

AUG - 5 2013

August 12, 2013

MEMO TO: John C. Patterson, City Manager  
FROM: V. H. McDonald, Administrative Services Director  
SUBJECT: Establish Public Hearing for Transfer of Ownership of  
Retail Liquor License No. 32

Recommendation:

That Council, by minute action, establish September 3, 2013, as the public hearing date for the consideration of the transfer of ownership of Retail Liquor License No. 32, formerly Hayden-Pacific-Casper, LLC, to Main Street Hospitality, LLC, d.b.a. Ramada Plaza Riverside located at 300 West "F" Street.

Summary:

An application has been received for a transfer of ownership of Retail Liquor License No. 32, formerly Hayden-Pacific-Casper, LLC, to Main Street Hospitality, LLC, d.b.a. Ramada Plaza Riverside located at 300 West "F" Street.

As required by State Statute, a notice must be published in a local newspaper once a week for four consecutive weeks. Therefore, the earliest date the public hearing could be held is September 3, 2013. The State of Wyoming Liquor Division will duly review the application.

## FOR NEW LICENSES AND TRANSFER LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY

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

Date Filed: 8 11 13

Basic Fee:	Annual Fee	Prorated Fee
Add'l Dispensing Room Fee:	\$ <u>1500.00</u>	\$ _____
Transfer Fee:	\$ <u>1000.00</u>	\$ _____
Total License Fee Collected:	\$ <u>100.00</u>	\$ _____
Publishing Fee Collect:	\$ <u>137.20</u>	\$ _____

Required Attachments Received:  van

Advertising Dates(4): Aug 5, 12, 19, 26, 2013

Hearing Date: 9 3 13

Local Licensing Number: 32 Retail

For the license term: 9 14 13  
Month Day Year

Through: 3 31 14  
Month Day Year

**A copy must be immediately forwarded to:**  
 State of Wyoming Liquor Division  
 1520 E 5<sup>th</sup> Street  
 Cheyenne WY 82002-0110

Formerly Held by: HAGEN-PACIFIC-CASPER, LLC

Applicant: MADEN STREET HOSPITALITY, LLC

Trade Name (dba): RAMADA PLAZA RIVERSIDE

Premise Address: 300 WEST "F" STREET  
Number & Street

CASPER WY 82601 NATRONA  
City State Zip County

Mailing Address: 300 WEST "F" STREET  
Number & Street or P.O. Box

CASPER WY 82601  
City State Zip

Business Telephone Number: (307) 235-2531

Fax Number: \_\_\_\_\_

E-Mail Address: CHARLOTTE.C.LAM-LLC.COM

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

<p><b>FILING FOR</b></p> <p><input type="checkbox"/> NEW</p> <p><input type="checkbox"/> TRANSFER LOCATION</p> <p><input checked="" type="checkbox"/> TRANSFER OWNERSHIP</p> <p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> CITY OF <u>CASPER</u></p> <p><input type="checkbox"/> COUNTY OF _____</p> <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p>	<p><b>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>DO YOU OPERATE?</b></p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>MONDAY - SATURDAY - 11:00AM - 2:00 PM</u></p> <p><u>SUNDAY - 11:00AM - 10:00 PM</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p>
---	--	---

**1. Location of License:**

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If Winery or Microbrewery, also list manufacturing facility. W.S. 12-4-102(a)(i): (Please submit a drawing of dispensing room)

24'x41' Room in North Central Portion of Building - Additional Dispensing Room: W.S. 12-5-201 FAW CONVENTION ROOMS.

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

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

LEGAL DESCRIPTION ATTACHED - ZONING C-2  
TRACT 2 At Intersection of Overland Trail & Kale Ln. Holiday Hills

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

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

(A) DATE lease expires \_\_\_\_\_ located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.

(B) Provision for SALE of alcoholic or malt beverages located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.

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

**3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?**  YES  NO

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b)  YES  NO
- If "YES", explain: \_\_\_\_\_

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)  YES  NO

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

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

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

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

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

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii)  YES  NO

If "YES", please specify type:  Microbrewery  Winery  Retail  
 Restaurant  Resort  Bar & Grill:

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

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

**12. FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)**

- (a) The name and address of the grand lodge or national organization is: \_\_\_\_\_
- (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge?  YES  NO
- (c) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO
- (d) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

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

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

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

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/>	NO <input type="checkbox"/>
Robert Pagan	1/6/60	3902 Storm Circle Rapid City, SD 57402	605-381-8883		35%	YES <input type="checkbox"/>	YES <input type="checkbox"/>
Keith Huffman	9/22/35	4028 Ram Lane Rapid City, SD 57161	605-209-6448		35%	NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
KARIM Merali	7/1/57	4014 Wonderland Ct. Rapid City, SD 57202	605-484-9000		25%	YES <input type="checkbox"/>	YES <input type="checkbox"/>
Kenneth Huffman	4/3/30	1155 Huffman Drive Fortuna, CA 95540	707-725-4335		5%	NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>

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

**OATH OR VERIFICATION**

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

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

South Dakota

STATE OF WYOMING )

SS.

COUNTY OF Pennington

Before Me, Robin L. Dustman (specify)  
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for

Pennington County, State of ~~Wyoming~~, personally appeared

South Dakota

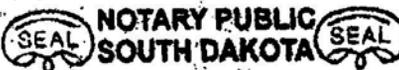
name he/she being first duly sworn

Robert Pagan

(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) **ROBIN L. DUSTMAN**



X [Signature]  
\_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

My Commission expires: March 15, 2019

Witness my hand and official seal.

[Signature]

(Notary Public or other officer authorized to administer oaths)

Title Accounts Receivable

Dated: July 31, 2013

**REQUIRED ATTACHMENTS:**

- (a) Attach any lease agreements W.S. 12-4-103 (a) (iii).
- (b) If the building is not in existence, an architect's drawing or suitable plans of the room and the premises to be licensed must be attached W.S. 12-4-102 (a) (i).
- (c) A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (v).
- (d) Restaurant or Bar & Grill Liquor License applicants must include a copy of the CURRENT food service permit W.S. 12-4-407 (a) or 12-4-413 (a).
- (e) Include a drawing of the dispensing room W.S. 12-5-201 (a).
- (f) Check or bank draft as payment for the application and publishing the notice of application (Direct billing is permissible for publication fees) W.S. 12-4-101-4 (a).
- (g) If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

**ADVERTISING REQUIREMENTS W.S. 12-4-104(a):**

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

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

August 12, 2013

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Public Hearing on Transfer of Location of Retail Liquor License #5

Recommendation:

That Council, by minute action, authorize the transfer of location of Retail Liquor License #5 held by Elixir, LLC, located at 800 Antler Drive.

Summary:

Retail Liquor License #5, held by Elixir, LLC, 800 Antler Drive, will be non-operational, until further notice and can be non-operational for a period of two years, owned by the same corporation, with an optional one year extension granted by Council.

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

August 12, 2013

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 Thai of Casper, LLC, d.b.a. Lai Thai Restaurant, located at 303 South Wolcott .

Summary:

An application has been received for a Restaurant Liquor License, to Thai of Casper, LLC, d.b.a. Lai Thai Restaurant, located at 303 South Wolcott.

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.

August 14, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of Zone Change of Lot 3, Block 7, Casper Addition, located at 523 South Beech Street, from R-2 (One Unit Residential) to R-4 (High Density Residential).

Recommendation:

That Council, by ordinance, approve a zone change of Lot 3, Block 7, Casper Addition, located at 523 South Beech Street, from R-2 (One Unit Residential) to R-4 (High Density Residential).

Summary:

The Youth Crisis Center, as the current property owner, has requested a zone change of Lot 3, Block 7, Casper Addition, located at 523 South Beech Street, from R-2 (One Unit Residential) to R-4 (High Density Residential). The property is the current location of Henry Home, which is owned and operated by the Youth Crisis Center. Henry Home was granted Conditional Use Permit approval at this location in July of 1983, with the condition that the Conditional Use Permit only be valid for the Youth Crisis organization.

The Youth Crisis Center is in the process of constructing a new facility adjacent to the Life Steps Campus on East 12<sup>th</sup> Street. The intention in building the new facility is to consolidate their three (3) former facilities, the Youth Crisis Center, the R.L. Mills Home, and the Henry Home, into a single location. As a result, the Youth Crisis Center is in the process of selling the property at 523 South Beech Street to a local real estate company that wishes to convert it into a real estate office. A professional office is not listed as a permitted or conditional use in the R-2 (One Unit Residential) zoning district, but is a permitted use in the R-4 (High Density Residential) zoning district.

If the zone change is approved by the City Council, the new owners will need to show that adequate off-street parking is available, prior to the use of the property for a real estate office. The owners have the option of developing a parking lot on-site, most likely in the rear yard of the property, or they would also have the option of leasing the necessary parking if located within four hundred (400) feet of the subject property. The Casper Municipal Code requires a minimum of 2.79 off-street parking spaces for every 1,000 square feet of building area for professional offices.

The area surrounding the subject property is a mix of single-family residential, multi-family residential, professional offices, and commercial uses. The zoning classifications of adjacent properties are R-4 (High Density Residential) to the north, R-2 (One Unit Residential) to the south and east; and C-2 (General Business) to the west. There have been three (3) similar zone changes from R-2 (One Unit Residential) to R-4 (High Density Residential) in the immediate area. The zoning of 609 South Beech Street was changed to R-4 (High Density Residential) in 2006; 417 East 5<sup>th</sup> Street was changed to R-4 (High Density Residential) in 2004; and 515 South Beech Street was changed to R-4 (High Density Residential) in 1987. The Casper Area Comprehensive Land Use Plan shows the desired future use of this area to be high-density, single-family residential. Staff supports the requested zone change because the area serves as a transition zone from the commercial areas on the north and west, to the single-family residential areas on the south and east. There are multiple professional offices existing in the immediate neighborhood, and the subject property abuts, on the north, property zoned R-4 (High Density Residential).

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 zone change to R-4 (High Density Residential) is supported by the following visions, principles and goals:

**Vision 2: Vital City Center** – A vibrant downtown that provides a blending of land uses and fosters a unique living, working, shopping and entertainment experience.

Principle G – Increase intensities and the variety of uses.

Principle I – Increase consumer services.

Goal 16 – Promote consumer services within the downtown necessary to support the needs of downtown employers and residents, residents of adjacent neighborhoods, and the community at large.

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

Principle K – Direct Growth to Encourage Infill and Redevelopment.

Goal 22 – Centralize commercial, governmental, retail, residential and cultural activities. Increase the intensity of land uses and employment within the urban core.

Principle L – Encourage mixed uses and compatibility.

Goal 23 – Enhance the cohesiveness and identity of neighborhoods by encouraging a healthy mixture of commercial, employment, and cultural uses that support the everyday needs of residents in a neighborhood.

**Vision 4: Cohesive Residential Neighborhoods** – Stable, safe, easily-accessible, interconnected, cohesive residential neighborhoods.

Principle P – Allow for compatible and supporting commercial uses in residential neighborhoods.

Goal 32 – Provide for commercial uses in and adjacent to residential neighborhoods in a manner that contributes to the neighborhood’s integrity and identity, including elements like signage, lighting, buffers, and parking.

The R-4 (High Density Residential) zoning district allows for the development of any and all of the following permitted uses:

- A. Assisted living;
- B. 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;
- C. Conventional site-built and modular two-family dwellings;
- D. Conventional site-built and modular multi-family dwellings;
- E. Conventional site-built and modular condominiums for residential use;
- F. Conventional site-built and modular townhomes for residential use;
- G. Bed and breakfast;
- H. Bed and breakfast homestay;
- I. Boarding/rooming houses;
- J. Churches;
- K. Day-care, adult;
- L. Family child care home;
- M. Group homes;
- N. Nursing homes;
- O. Parks, playgrounds, golf courses, and similar recreational activities operated and used primarily during daylight hours;
- P. Schools, public, parochial, and private elementary, junior and senior high;
- Q. Neighborhood assembly uses;
- R. Branch community facilities;
- S. Neighborhood grocery;
- T. Personal service shops;
- U. Professional offices with fewer than twenty employees;**
- V. Coffee shops, cafes and restaurants without drive-up windows;
- W. Sundry Shops and specialty shops.

The Planning and Zoning Commission approved the zone change at their public hearing on July 23, 2013, and is forwarding a “do-pass” recommendation to the City Council. There were no public comments either for or against the requested zone change.

An Ordinance has been prepared for Council’s consideration.

# 523 SOUTH BEECH STREET



**Legend**  
■ Subject Property





ORDINANCE NO. 26-13

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT 3, BLOCK 7 OF THE CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described lot from zoning classification R-2 (One Unit Residential) to R-4 (High Density Residential); and,

WHEREAS, after a public hearing on July 23, 2013, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 3, Block 7, Casper Addition, more commonly known as 523 South Beech Street, is hereby rezoned from zoning classification R-2 (One Unit Residential) to R-4 (High Density Residential).

SECTION 2:

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

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenye Schlager  
Mayor

August 14, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a plat, with an accompanying sub-area plan, to create the McMurry Business Park No. 6 Addition.

Recommendation:

That Council, by ordinance, approve the plat creating the McMurry Business Park No. 6 Addition, the accompanying sub-area plan, and the McMurry Business Park No. 6 Subdivision Agreement.

Summary:

The applicants in this case have applied for plat approval for McMurry Business Park No. 6, comprising 19.476-acres, more or less, and creating three (3) lots. The proposed subdivision is located north of East Second Street, between Venture Way and Parkridge Drive. The subject property is currently undeveloped, zoned PUD (Planned Unit Development), and is a part of the 455-acre McMurry Business Park PUD. Land uses in the immediate area surrounding the subject property are all commercial and professional offices. The proposed plat is also creating and dedicating a new section of public street, an extension of Menard's Drive located between Parkridge Drive and Venture Way.

The McMurry Business Park PUD Guidelines, approved by the City Council in July of 2005, created a streamlined review procedure for projects in the business park. Along with a plat application, applicants are required to submit a sub-area plan, which is essentially a preliminary site plan showing estimated building sizes, locations, orientations, general off-street parking areas, as well as landscaped areas. Once the plat and sub-area plans are approved, detailed site plans for individual projects can then be approved by the McMurry Business Park Design Review Committee and City Planning Department staff as long as they are not significantly different from the sub-area plan that was approved. Although the Commission and Council will not be formally reviewing the detailed site plans for this area, their final recommendations and actions on the sub-area plan directly affect the design of the individual site plans.

Proposed Lot 1 is approximately 8-acres in size, Lot 2 is approximately 4.1-acres in size, and Lot 3 is approximately 6.61-acres in size. The sub-area plan for the McMurry Business Park No. 6 shows the following types of development and maximum building footprints on each lot listed below:

- 52,000 square feet of medical center – (Lot 1)
- 40,000 square feet of medical office – (Lot 2)
- 12,000 square feet of restaurant – (Lot 3)

- 60,000 square feet of offices – (Lot 3)

The McMurry Business Park PUD Guidelines approved by Council in 2005 established five (5) different planning areas within the 455-acre business park. Those planning areas are:

1. C – (Commercial-Retail/Office/Medical/Lodging);
2. RD – (Research and Development/Flex-Commercial/Light Industrial);
3. CMF – (Commercial/Multi-Family);
4. SF – (Detached Residential); and,
5. OS – (Open Space).

The proposed McMurry Business Park No. 6 is located in “Planning Area C.” Permitted uses in Planning Area C include:

1. **General offices;**
2. Theaters;
3. **Hospital;**
4. **Medical and dental offices, clinics and laboratories;**
5. Convenience stores;
6. Nursing homes;
7. Assisted living facilities;
8. Churches and Synagogues;
9. Schools;
10. Police and Fire Stations;
11. Financial institutions, including drive-through banks;
12. Indoor recreational facilities (including private health and wellness centers, athletic clubs, indoor pools and training facilities, climbing walls, and dance studios);
13. Stores for wholesale or retail sales;
14. Hotels and motels;
15. **Restaurants (including sit-down, take-out and drive-through facilities);**
16. Bars;
17. Day care facilities;
18. Research and development laboratories;
19. Light manufacturing;
20. Auto sales;
21. RV and motorcycle sales;
22. Temporary construction or sales trailers and offices;
23. Other uses similar in character to those specifically listed above.

The commercial and office uses shown on the sub-area plan fit within the listed permitted uses of Planning Area C. The Planning and Zoning Commission approved, and is forwarding a “do-

pass” recommendation to the Council on the proposed plat, and the associated sub-area plan because all minimum standards of the Casper Municipal Code and the approved McMurry Business Park PUD Guidelines have been met. A minimum of fifteen (15) percent open space must be retained in a commercial planned unit development, and the sub-area plan shows a total of twenty-one (21) percent of the area of the McMurry Business Park No. 6, will be set aside as landscaping and open-space. A traffic study was completed for the entire McMurry Business Park PUD when it was initially proposed in 2005. As detailed site plans for individual projects are submitted for approval, a determination will be made as to whether or not an updated traffic study is warranted. Similarly, an overall drainage study for the McMurry Business Park PUD was previously approved; however, the assumptions of the original drainage study will be validated at the time site plans for individual projects are submitted, and if a new or updated drainage study is warranted, it will be addressed at that time. At the Planning and Zoning Commission public hearing, held on July 23, 2013, two (2) people spoke in opposition to this case, citing concerns about the potential impacts of allowing another hospital in Casper.

An ordinance and a subdivision agreement have been prepared for Council’s review.

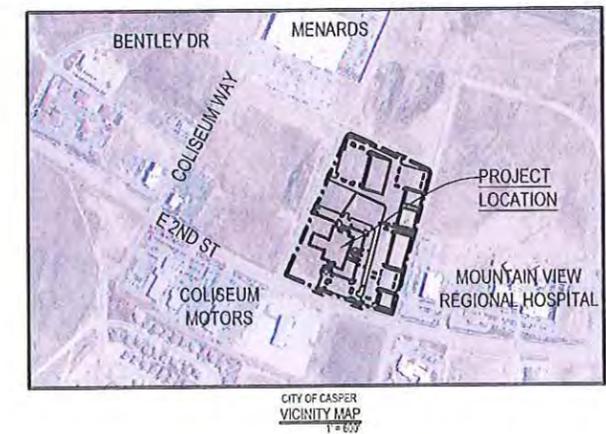
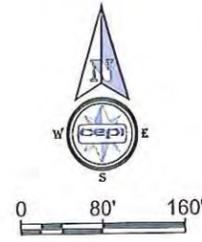
# MCMURRY BUSINESS PARK NO. 6



**Legend**

 Subject Property





OPEN SPACE	AREA	% PARCEL
A	2.0 ACRES	1.7
B	0.6 ACRES	3.2
C	1.44 ACRES	7.7
		21.6% TOTAL (19.7 ACRES)

OPEN SPACE REQUIREMENT = 15% (MIN/MIN)  
OPEN SPACE PROVIDED = 21.6%

**EXISTING UTILITIES LEGEND:**

- W — W — EXISTING WATER LINE
- SS — SS — EXISTING SANITARY SEWER LINE
- ST — ST — EXISTING STORM SEWER LINE
- G — G — EXISTING GAS LINE
- E — E — EXISTING UNDERGROUND ELECTRICAL LINE
- T — T — EXISTING TELEPHONE LINE
- TV — TV — EXISTING TV LINE
- FO — FO — EXISTING FIBER OPTIC LINE
- P — P — EXISTING OVERHEAD POWER
- PL — PL — EXISTING PROPERTY LINE
- EL — EL — EXISTING EASEMENT LINE
- V — V — EXISTING WATER VALVE
- H — H — EXISTING FPE HYDRANT
- S — S — EXISTING CURB STOP
- M — M — EXISTING SANITARY SEWER MANHOLE
- C — C — EXISTING SANITARY SEWER CLEANOUT
- B — B — EXISTING STORM SEWER MANHOLE
- CB — CB — EXISTING STORM SEWER CATCH BASIN
- CL — CL — EXISTING STORM SEWER CLEANOUT
- F — F — EXISTING FLARED END SECTION
- T — T — EXISTING TELEPHONE FECESTAL
- D — D — EXISTING BOLLARD
- C — C — EXISTING CONTOURS

**PROPOSED UTILITIES LEGEND:**

- W — W — PROPOSED WATER MAIN
- DW — DW — PROPOSED DOMESTIC WATER SERVICE
- FW — FW — PROPOSED FIRE WATER SERVICE
- SS — SS — PROPOSED SANITARY SEWER MAIN
- SS — SS — PROPOSED SANITARY SEWER SERVICE
- ST — ST — PROPOSED STORM SEWER LINE
- V — V — PROPOSED WATER VALVE
- H — H — PROPOSED FPE HYDRANT
- M — M — PROPOSED SANITARY SEWER MANHOLE
- C — C — PROPOSED SANITARY SEWER CLEANOUT
- M — M — PROPOSED STORM SEWER MANHOLE
- CB — CB — PROPOSED STORM SEWER CATCH BASIN
- CL — CL — PROPOSED STORM SEWER CLEANOUT
- F — F — PROPOSED FLARED END SECTION
- C — C — PROPOSED CONTOURS
- A — A — PROPOSED ASPHALT
- C — C — PROPOSED CONCRETE

Civil Engineering & Planning, Inc.  
6080 E. 2nd Ave., Casper, WY 82509  
Phone: 307.266.4316 Fax: 307.266.0103  
www.cepi-casper.com

DATE: \_\_\_\_\_

REVISIONS: \_\_\_\_\_

**MEADOWLANDS INVESTMENT Co., LLC**  
**McMURRY BUSINESS PARK No. 6**  
**CASPER, WYOMING**

PROJECT #: 13-35  
DATE: 7/17/13  
DRAWN BY: DW

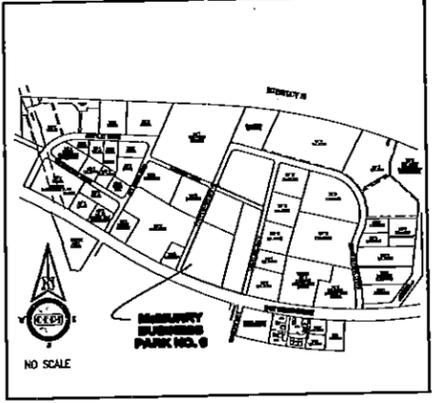
SUB-AREA PLAN

SHEET

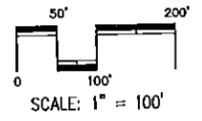
**C0.1**

JUL 17 2013

CURVE	RADIUS	ARC DISTANCE	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C6	50.00'	71.20'	81°35'20"	S65°17'42"W	65.33'
C7	30.00'	46.82'	89°24'43"	N29°12'16"W	42.21'
C8	30.00'	47.12'	90°00'00"	S89°38'03"W	42.43'
C9	30.00'	47.12'	90°00'00"	S20°29'57"E	42.43'
C10	30.00'	51.84'	95°59'58"	N65°00'04"E	48.62'
C11	30.00'	42.41'	81°00'02"	N24°59'58"W	38.97'



VICINITY MAP



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

**NOTES**

1. ERROR OF CLOSURE EXCEEDS 1:415,032.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°4'55.535", AND THE COMBINED FACTOR IS 0.999786.
4. DISTANCES: U.S. SURVEY FEET/GROUND.

**APPROVALS**

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. \_\_\_\_\_, DULY PASSED,  
ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
CITY ENGINEER

\_\_\_\_\_  
CITY SURVEYOR

**RECORDED**

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

INSTRUMENT NO. \_\_\_\_\_ COUNTY CLERK

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING }  
COUNTY OF NATRONA } SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JUNE, 2013, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

WITNESS MY HAND AND OFFICIAL SEAL. \_\_\_\_\_ NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFICATE OF DEDICATION**

STATE OF WYOMING }  
COUNTY OF NATRONA } SS

THE UNDERSIGNED, KELLY SUE BURROWS, TRUSTEE OF THE KELLY WORTIMER FAMILY LIVING TRUST, DATED SEPTEMBER 4, 2003 (AS A TENANT IN COMMON OWNING AN UNDIVIDED 50% INTEREST) AND GARY R. WENZEL, TRUSTEE UNDER THE GARY R. WENZEL FAMILY TRUST OF NOVEMBER 2, 2001 (AS A TENANT IN COMMON OWNING AN UNDIVIDED 50% INTEREST), DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SE1/4NW1/4, SW1/4NE1/4, NE1/4SW1/4 AND THE NW1/4SE1/4 OF SECTION 8, T.33N., R.78W., 6TH P.M., 6TH P.M. NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 8, MONUMENTED BY A BRASS CAP;

THENCE S71°22'10"E, A DISTANCE OF 2049.36 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, ALSO BEING THE SOUTHWEST CORNER OF McMURRY BUSINESS PARK NO. 3, LOCATED ON THE NORTH LINE OF EAST SECOND STREET, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N24°30'05"E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SAID McMURRY BUSINESS PARK NO. 3, ALSO BEING THE EAST LINE OF PARKRODGE DRIVE, A DISTANCE OF 700.14 FEET TO THE NORTHEAST CORNER OF SAID McMURRY BUSINESS PARK NO. 3 AND THE SOUTHWEST CORNER OF MENARDS ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N24°30'05"E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SAID MENARDS ADDITION, ALSO BEING THE EAST LINE OF PARKRODGE DRIVE, A DISTANCE OF 498.50 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 47.12 FEET, HAVING A CHORD BEARING OF S20°29'57"E, A DISTANCE OF 42.43 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S65°00'00"W, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 585.30 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 95°59'58", AN ARC DISTANCE OF 51.84 FEET, HAVING A CHORD BEARING OF N55°00'04"E, A DISTANCE OF 48.62 FEET TO THE END OF CURVE, BEING THE NORTHEAST CORNER OF THE PARCEL, LOCATED ON THE WEST LINE OF VENTURE WAY, MONUMENTED BY A BRASS CAP;

THENCE S15°30'05"W, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF PARK RIDGE MEDICAL CAMPUS NO. 2 AND VENTURE WAY, A DISTANCE OF 564.52 FEET TO THE SOUTHWEST CORNER OF PARK RIDGE MEDICAL CAMPUS NO. 2 AND THE NORTHWEST CORNER OF PARK RIDGE MEDICAL CAMPUS NO. 3, MONUMENTED BY A BRASS CAP;

THENCE S15°30'05"W, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF PARK RIDGE MEDICAL CAMPUS NO. 3 AND VENTURE WAY, A DISTANCE OF 568.08 FEET TO THE SOUTHWEST CORNER OF PARK RIDGE MEDICAL CAMPUS NO. 3 AND VENTURE WAY;

THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF EAST SECOND STREET AND A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 82°32'28", AN ARC DISTANCE OF 828.20 FEET, HAVING A CHORD BEARING OF N70°00'14"W, A DISTANCE OF 827.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 18.478 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "McMURRY BUSINESS PARK NO. 6" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT", "WATER EASEMENT" AND "WATER AND SEWER EASEMENT" AS SHOWN ON THIS PLAT. THE STREETS AS SHOWN HEREON HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

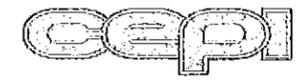
KELLY SUE BURROWS, TRUSTEE OF THE KELLY WORTIMER FAMILY LIVING TRUST, DATED SEPTEMBER 4, 2003  
468 NORTH SIX MILE ROAD  
CASPER, WYOMING 82604

KELLY SUE BURROWS, TRUSTEE OF THE KELLY WORTIMER FAMILY LIVING TRUST, DATED SEPTEMBER 4, 2003  
GARY R. WENZEL, TRUSTEE UNDER THE GARY R. WENZEL FAMILY TRUST, OF NOVEMBER 2, 2001  
468 NORTH SIX MILE ROAD  
CASPER, WYOMING 82604

GARY R. WENZEL, TRUSTEE UNDER THE GARY R. WENZEL FAMILY TRUST, OF NOVEMBER 2, 2001

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY R. WENZEL, TRUSTEE UNDER THE GARY R. WENZEL FAMILY TRUST, OF NOVEMBER 2, 2001 (AS A TENANT IN COMMON OWNING AN UNDIVIDED 50% INTEREST) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

WITNESS MY HAND AND OFFICIAL SEAL. \_\_\_\_\_ NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_



Civil Engineering Professionals, Inc.  
6080 Estabrook Drive, Casper, WY 82609  
Phone 307.666.4046 Fax 307.266.0108  
www.cepi-casper.com

JUL 17 2013

ORDINANCE NO. 27-13

AN ORDINANCE APPROVING THE PLAT CREATING THE MCMURRY BUSINESS PARK NO. 6 SUBDIVISION, THE ACCOMPANYING SUB-AREA PLAN, AND THE MCMURRY BUSINESS PARK NO. 6 SUBDIVISION AGREEMENT.

WHEREAS, an application has been made to plat 19.46-acres, more or less, to create the McMurry Business Park No. 6 Addition to the City of Casper, Wyoming, consisting of three (3) lots; and,

WHEREAS, the plat consists of previously unplatted land located within the boundaries of the McMurry Business Park PUD (Planned Unit Development), in a portion of SE1/4NW1/4, SW1/4NE1/4NE1/4, NE1/4SW1/4, NW1/4SE1/4, Section 8, T 33N, R 78W, 6<sup>th</sup> P.M., Natrona County, Wyoming; and,

WHEREAS, the McMurry Business Park No. 6 is located in Planning Area "C" of the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, the application for plat approval has been submitted with an accompanying sub-area plan, as is required in the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, the McMurry Business Park No. 6 sub-area plan proposes the development of a 52,000 square foot medical center, a 40,000 square foot medical office, a 12,000 square foot restaurant, and 60,000 square feet of general offices; and,

WHEREAS, the McMurry Business Park PUD (Planned Unit Development) Guidelines, approved by the City Council in July of 2005, list general offices, hospitals, medical and dental offices, clinics and laboratories, and restaurants as permitted uses in Planning Area "C" in the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, in that the McMurry Business Park No. 6 consists of previously unplatted lands, and is creating and dedicating a new public right-of-way, the plat requires approval by ordinance following a public hearing; and,

WHEREAS, a written subdivision agreement will be executed between the property owner(s) and the City of Casper, and will be approved concurrently with the plat upon third reading of this ordinance; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve, with one (1) condition, the plat and accompanying sub-area plan for the McMurry Business Park No. 6, after a public hearing held on July 23, 2013; and,

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

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

SECTION 1:

That the final plat of the McMurry Business Park No. 6 is hereby approved under the terms and conditions of the McMurry Business Park No. 6 Addition subdivision agreement.

SECTION 2:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the McMurry Business Park No. 6 Addition subdivision agreement.

SECTION 3:

The McMurry Business Park No. 6 sub-area plan, as described above, is hereby approved and found to be in compliance with the Casper Municipal Code and the terms and conditions of the McMurry Business Park PUD (Planned Unit Development) Guidelines, as approved by the City Council in July of 2005.

SECTION 4:

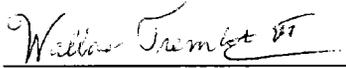
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

August 14, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the Heritage Hills Addition No. 2, comprising 22.496-acres, more or less, complies with W.S. §15-1-402.

Recommendation:

That Council, by resolution, find that the annexation of the Heritage Hills Addition No. 2, comprising 22.5-acres, more or less, complies with W.S. §15-1-402.

Summary:

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

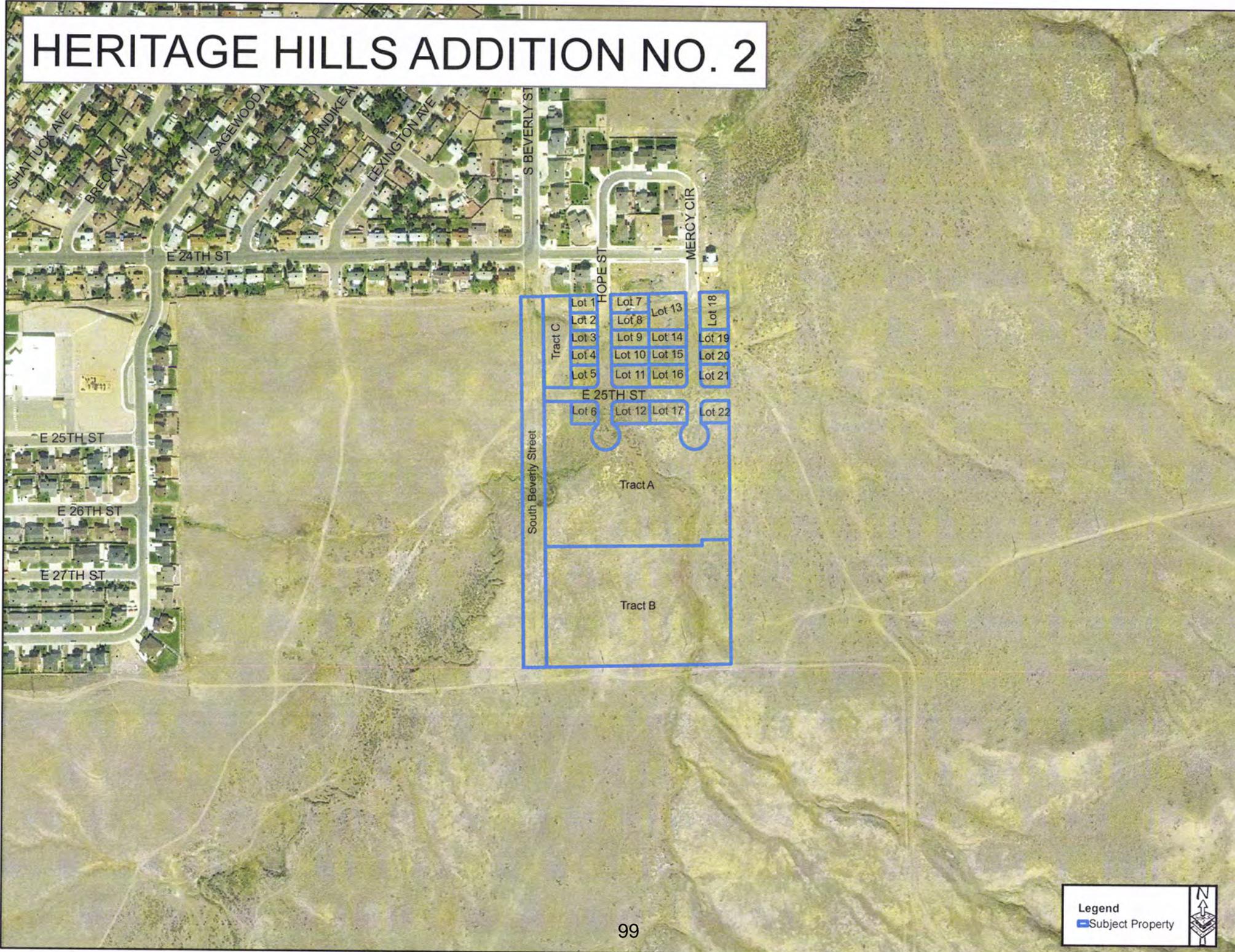
In approving the resolution on the compliance of the annexation with Wyoming State Statutes the Council is making the following findings:

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

4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute §15-1-402(c) and disseminated to affected landowners and utility companies, by certified mail, and according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a August 20, 2013 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune July 26, 2013 and July 30, 2013; and notice was given as provided by Wyoming State Statute §15-1-405.

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

# HERITAGE HILLS ADDITION NO. 2



Legend  
Subject Property

**CERTIFICATION OF PETITION FOR ANNEXATION**

I, V.H. McDonald, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the Heritage Hills Addition No. 2 substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

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

APPROVED AS TO FORM:

*Walter Tremblay*

CITY OF CASPER, WYOMING  
A Municipal Corporation

*V.H. McDonald*  
V.H. McDonald  
City Clerk

*4/30/13*  
Date

# Heritage Hills Addition No. 2

2013 ANNEXATION REPORT

July, 2013

PREPARED BY:

CITY OF CASPER  
COMMUNITY DEVELOPMENT DEPARTMENT

## **PURPOSE**

This report is an analysis of the cost of providing basic services to the owners of the property described as the Heritage Hills Addition No. 2, an annexation and plat of portions of W1/2SW1/4, Section 14, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, comprising 22.496-acres, more or less. The report will provide estimates of the costs to the City of Casper and to the owners of the property being annexed for these services.

## **BACKGROUND INFORMATION / DESCRIPTION OF AREA**

Gaddis Custom Building, LLC has applied to annex and plat 22.5-acres, more or less, located east of South Beverly Street, and south of East 24<sup>th</sup> Street, to create the Heritage Hills Addition No. 2. The property is currently undeveloped, and the applicant has requested R-2 (One Unit Residential) zoning for the subdivision. The subject property is contiguous with the Casper City limits on its north boundary (Heritage Hills Addition), and is surrounded by County land zoned UA (Urban Agriculture) to the south, east and west; and by City properties zoned R-2 (One Unit Residential) to the north.

The applicant is proposing the Heritage Hills Addition No. 2 be completed in multiple phases. The first phase of development includes twenty-two (22) single-family residential lots. The plat includes future development areas, shown as Tracts A, B, and C, and which together, total 13.763-acres of additional developable land. Using the density of the lots in the first phase as a reference (22 lots on 8.737-acres), it is assumed that the future development of Tracts A, B and C will create an additional thirty-five (35) single-family residential lots. Therefore, throughout this report, and for the purposes of estimating the future impacts of the annexation, staff will use fifty-seven (57) as the estimated number of single-family residential lots that will eventually be located within the area being annexed.

## **DEVELOPMENT COSTS**

There will not be any publically-funded development costs associated with this annexation, in that all public improvements, including streets and utilities, are either existing, or would be installed at the developers' expense.

## **STATUTORY REQUIREMENTS**

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

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the

- City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map).*
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; *(See "Development Costs" section above).*
  - (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; *(See individual City Department or Division sections below, all services will be available immediately upon annexation).*
  - (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; *(See individual City Department or Division sections below).*
  - (v) The current and projected property tax mill levies imposed by the municipality; and, *(See "Sources of Revenue" section below for tax information).*
  - (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. *(See "Development Costs" section above).*

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

The annexation of the property known as Heritage Hills Addition No. 2 meets the requirements of W.S. 15-1-402 for the following reasons:

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

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

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

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

The cost of most City services per property were derived by dividing each department's FY 2014 budget by the number of properties in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 20,011 residential properties and 1,619 commercial properties, for an approximate total of 21,630 properties in Casper.

#### **POLICE DEPARTMENT:**

The Casper Police Department will provide law enforcement services, which consist of answering calls for service and patrolling the proposed Addition. Presently, there are approximately 228 properties per sworn officer in Casper. Based on the total budget for the Police Department and the approximate 21,630 properties served in the City of Casper, it is estimated that the cost to provide Police service is \$557 for each property in the City (\$12,052,884 current Police Department budget, divided by 21,630 properties in the City).

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. The annexation encompasses 22.5-acres, estimated to consist of fifty-seven (57) new lots when fully constructed; therefore, the total estimated cost for providing Police Department service to this area is \$31,749 per year (\$557 x 57 new

properties/lots). Police service will be available immediately upon the completion of the annexation of the area.

#### **FIRE DEPARTMENT:**

The Casper Fire Department provides fire / EMS services, which consist of answering calls for emergency services. Presently, there are 285 properties per sworn fireman in Casper. It is estimated that the cost to provide fire service is \$387 for each property in Casper (\$8,375,702 current Fire Department budget, divided by 21,630 properties).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. The annexation encompasses 22.5-acres, estimated to consist of fifty-seven (57) new lots when fully constructed; therefore, the total estimated cost for providing Fire Department service to this area is \$22,059 per year (\$387 x 57 new properties/lots). Fire service will be available immediately upon the completion of the annexation of the area.

#### **STREET DIVISION:**

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. It is estimated that the cost to provide Street Division service is \$200 for each property in the City (\$4,326,006 current Street Division budget, divided by 21,630 properties).

The Street Division will not incur additional capital costs as a result of this annexation. The Street Division will not need to hire additional personnel or purchase additional equipment to service this property. The annexation encompasses 22.5-acres, estimated to consist of fifty-seven (57) new lots when fully constructed; therefore, the total estimated cost for providing Street Division service to this area is \$11,400 per year (\$200 x 57 new properties/lots). Street service will be available immediately upon the completion of the annexation of the area.

#### **PUBLIC UTILITIES DIVISION (WATER AND SEWER):**

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

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

### **SANITATION DIVISION:**

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

### **PARKS DIVISION:**

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

### **COMMUNITY DEVELOPMENT DEPARTMENT:**

The Planning, Building, and Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the area. The estimated cost to provide Planning, Building, and Code Enforcement service is \$87 for each property in Casper (\$1,871,501 current Planning/Building/Code Enforcement budget, divided by 21,630 properties).

The Community Development Department will not need to make any changes that will involve any additional costs as a result of the annexation of the area. The staffing level and current equipment are adequate to absorb the workload. The annexation encompasses 22.5-acres, estimated to consist of fifty-seven (57) new lots when fully constructed; therefore, the total estimated cost to the City for providing Planning, Building and Code Enforcement service to this area is \$4,959 per year (\$87 x 57 new properties/lots). Community Development Department service will be available immediately upon the completion of the annexation of the area.

### **TRAFFIC DIVISION:**

The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. It is estimated that the cost to provide Traffic Division service is \$64 for each property in the City (\$1,374,377 current Traffic Division budget, divided by 21,630 properties).

The Traffic Division will not require any additional staff or equipment in order to provide Traffic Division service to this subdivision. The annexation encompasses 22.5-acres, estimated to consist of fifty-seven (57) new lots when fully constructed; therefore, the total estimated cost to the City for providing Traffic Division service to this area is \$3,648 per year (\$64 x 57 new properties/lots). Traffic Division service will be available immediately upon the completion of the annexation of the area.

## **ENGINEERING DIVISION:**

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating of drainage concerns, surveying, and oversight of capital construction projects. It is estimated that the cost to provide Engineering Division service is \$62 for each property in the City (\$1,343,246 current Engineering Division budget, divided by 21,630 properties).

Current Engineering Division staff levels and equipment are adequate to absorb the work generated by the Addition. There will be no significant cost increase to the Engineering Division as a result of the annexation of the area. The annexation encompasses 22.5-acres, estimated to consist of fifty-seven (57) new lots when fully constructed; therefore, the total estimated cost to the City for providing Engineering Division service to this area is \$3,534 per year (\$62 x 57 new properties/lots). Engineering Division service will be available immediately upon the completion of the annexation of the area.

## **SOURCES OF REVENUE**

The City's services to properties are funded through a number of sources. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid by the actual user fees collected. The remaining City services to properties, which are paid out of the general fund, are supported in part by property taxes, as well as mineral/other taxes, and licenses/fees. The largest sources of general fund revenue for the City are sales tax (50%), mineral taxes (18%), and franchise fees (10%). Property taxes (7%) account for a relatively minor portion of general fund revenue. It is generally accepted that given the current tax structure, residential properties do not generate sufficient property taxes to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more adequately cover the cost of City services.

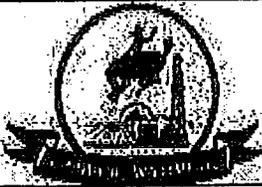
County land generates property tax at a rate of 65 Mills, with none of the monies collected being paid to the City. When an area is annexed to the City, the Mill Levy changes to 72.9 Mills. Of this, the City receives 8 Mills, or 11% of the total property tax collected. The largest benefactor of property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

## **CONCLUSION**

The property being annexed will receive the same services that other properties within the City receive once it's annexed. The City can provide these services without additional staff, equipment or publicly-funded facility expansion. The Heritage Hills Addition No. 2 is adjacent to properties that are already benefitting from City services; therefore, the property can be absorbed into the City of Casper without any noticeable financial or operational effect.

# APPENDIX

1. PETITION FOR ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. PLAT
4. 2012 TAX LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.



# City of Casper Planning Division

## Petition for Annexation Application

### PETITIONER'S INFORMATION:

NAME: Gaddis Custom Building LLC  
 ADDRESS: 1011 Goodstein Dr. Casper, WY 82601  
 TELEPHONE: (307) 267-5978 EMAIL: krisgaddis@bresnan.net

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

PROPOSED NAME OF SUBDIVISION: Heritage Hills No. 2  
 ADDRESS: TBD  
 LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): See Plat

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 22,496

NUMBER OF LOTS AND BLOCKS: 24

PRESENT ZONING: UA (county) PROPOSED ZONING: R2

PRESENT LAND USE: Vacant

PROPOSED LAND USE: single family homes

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT:  YES  NO

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

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

SIGNATURE OF PROPERTY OWNER: [Signature]

SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

DATE: 4-26-13

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

### COMPLETE SUBMITTAL NEEDS TO INCLUDE:

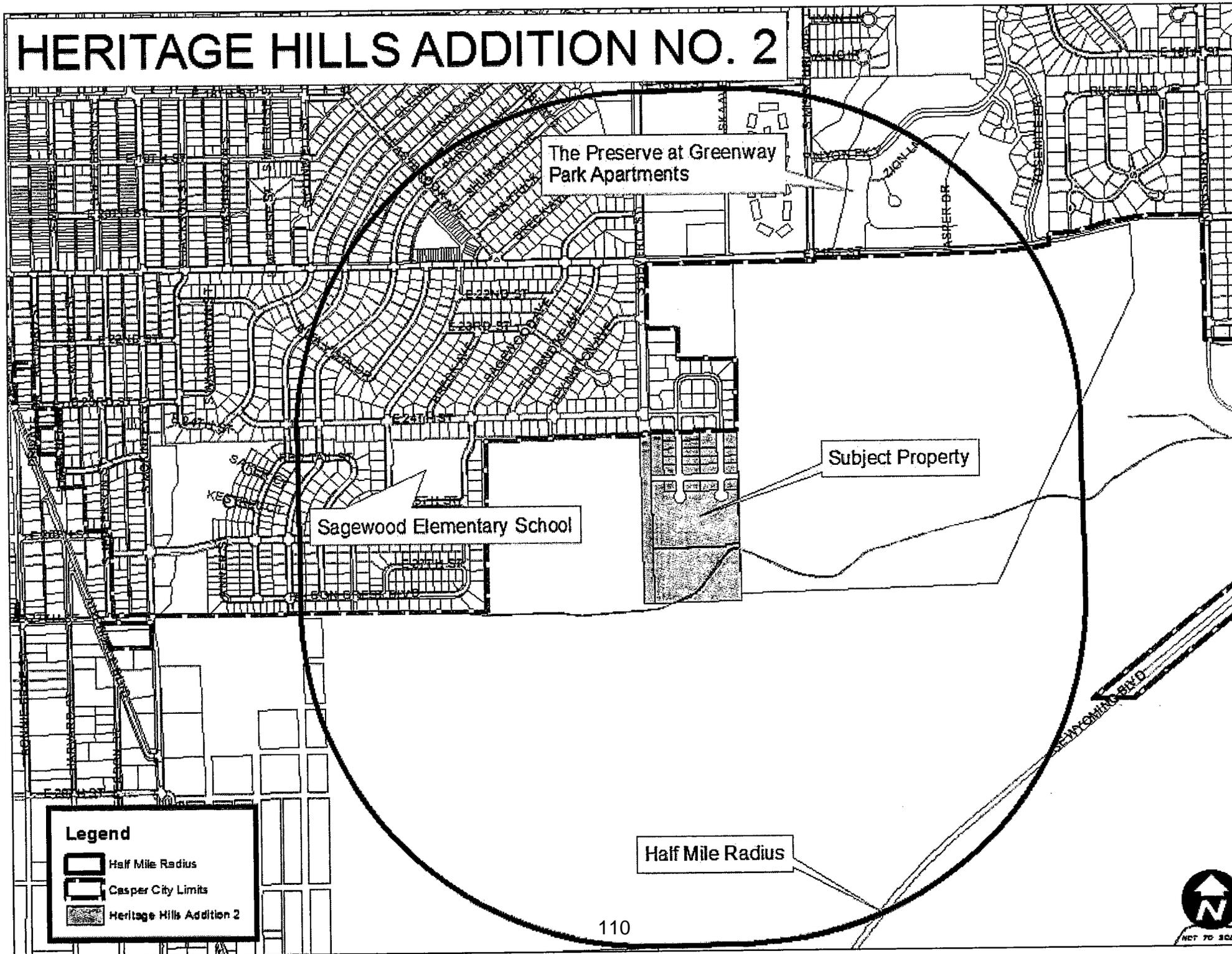
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
- PROOF OF OWNERSHIP
- ANNEXATION MAP/PLAT
- EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS

### FOR OFFICE USE ONLY:

DATE SUBMITTED: APR 26 2013

REC'D BY: [Signature]

# HERITAGE HILLS ADDITION NO. 2



## 2012 TAX LEVIES FOR NATRONA COUNTY

### TAXING DISTRICTS

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

**UTILITIES**

Rocky Mountain Power

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

QWEST

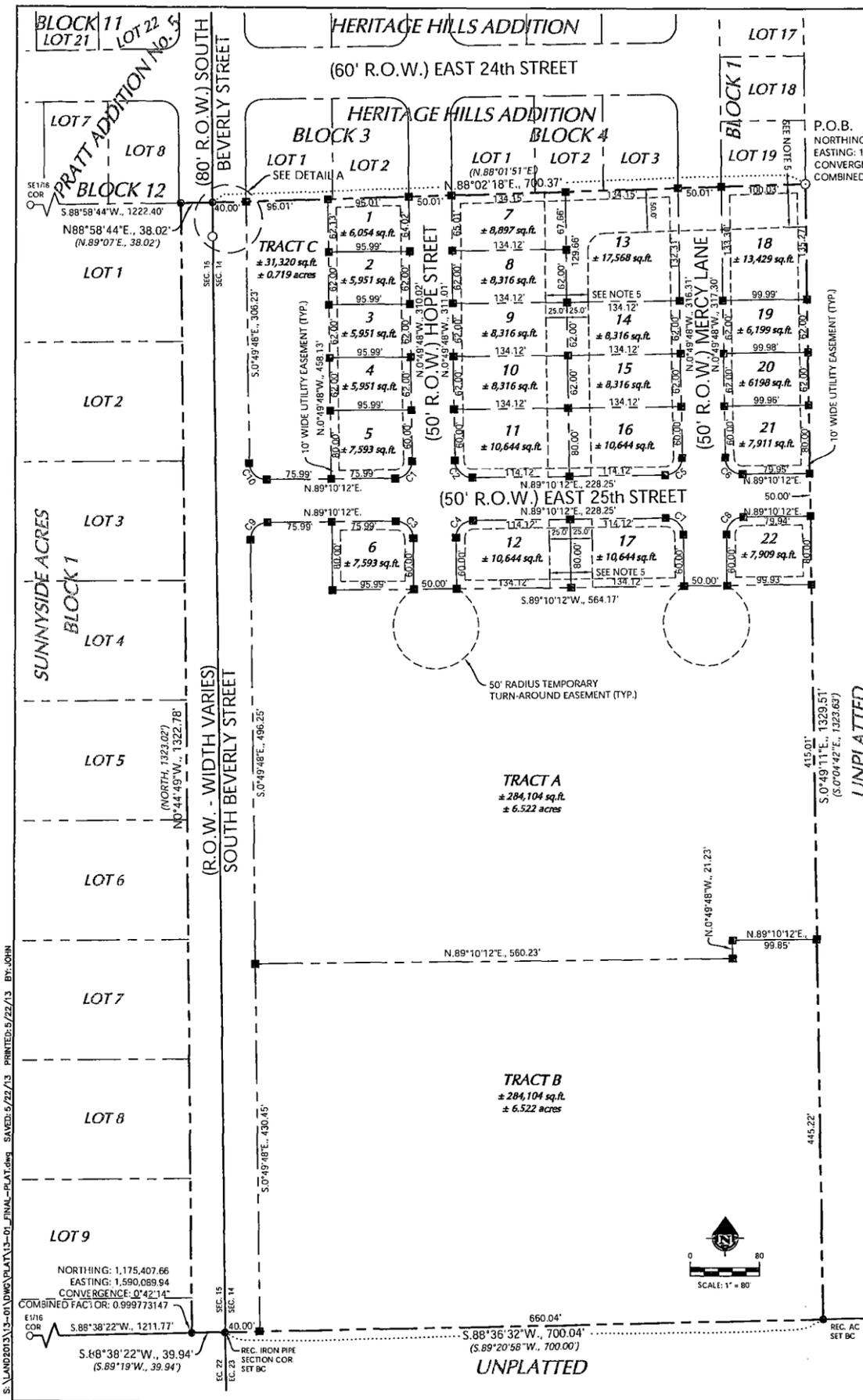
Connie Hoskins  
103 North Durbin Street  
Casper, WY 82601  
(307) 235-2479

Optimum Communications

Bob Casados  
451 S. Durbin  
Casper, WY 82601  
(307) 333-5575

SourceGas

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



FINAL PLAT OF  
**"HERITAGE HILLS ADDITION No. 2"**  
 TO THE CITY OF CASPER, WYOMING

LOCATED IN AND BEING A PORTION OF THE W1/2SW1/4, SECTION 14, AND THE E1/2SE1/4, SECTION 15, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

SCALE: 1" = 80'

**CERTIFICATE OF DEDICATION**

Gaddis Custom Building, LLC hereby certifies that they are the owner and proprietor of the foregoing Parcel located in and being a portion of the W1/2SW1/4, Section 14, and the E1/2SE1/4, Section 15, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at the southeasterly corner of Lot 19, Block 1, Heritage Hills Addition to the City of Casper, Wyoming, said point being the northeasterly corner of the Parcel being described; thence from said Point of Beginning and along the easterly line of said Parcel S 0° 48' 11" E, 1329.51 feet to a point in the southerly line of said Section 14; thence along the southerly line of said Section 14 S 88° 36' 32" W, 700.04 feet to the section corner common to Sections 14, 15, 22 and 23; thence along the southerly line of said Section 15 S 88° 38' 22" W, 39.94 feet; thence along the westerly line of said Parcel and the easterly line of Block 1, Sunnyside Acres and an extension thereof N 0° 44' 49" W, 1322.78 feet to the northerly corner of Lot 1, Block 1, Sunnyside Acres; thence along the northerly line of said Parcel and the southerly line of Pratt Addition No. 5 N 88° 58' 44" E, 38.02 feet; thence along the southerly line of Heritage Hills Addition and an extension thereof N 88° 02' 18" E, 700.37 feet to the Point of Beginning.

The above described Parcel contains 22.496 acres, more or less, and is subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired.

The subdivision of the foregoing described land as it appears on this plat is with the free consent and in accordance with the desire of the above named owner and proprietor. The name of said subdivision shall be known as "Heritage Hills Addition No. 2", an addition to the City of Casper, Wyoming. The above named owner and proprietor does hereby dedicate all streets and roads shown hereon to the use of the public and grants to the public and private utility companies an easement and license to locate, construct, use and maintain conduits, lines, wires and pipes, any or all of them, under, along or across the strips of land marked as utility easements as shown on this plat. The above named owner and proprietor also grants an easement to locate, construct, use and maintain structures for the conveyance of storm water.

**OWNER**  
 Gaddis Custom Building, LLC  
 1011 Goodstein Dr.  
 Casper, Wyoming, 82601

Natrona County, Wyoming, hereby relinquishes all of its right, title, and interest in Kansas St., (as depicted on the Sunnyside Acres Plat to Natrona County WY and recorded as Instrument Number 77725 in Natrona County, Wyoming Clerk's Office), to the City of Casper, Wyoming, a Wyoming municipal corporation.

Kristan M. Gaddis - Managing Member

Bill McDowell  
 Chairman, Board of County Commissioners Natrona County, Wyoming

STATE OF WYOMING )  
 NATRONA COUNTY )

STATE OF WYOMING )  
 NATRONA COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by:  
 Kristan M. Gaddis - Managing Member, Gaddis Custom Building, LLC  
 as a free and voluntary act and deed. Witness my hand and official seal. My commission expires: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by:  
 Bill McDowell as the Chairman of the Board of County Commissioners for Natrona County, Wyoming  
 as a free and voluntary act and deed. Witness my hand and official seal. My commission expires: \_\_\_\_\_

NOTARY PUBLIC

NOTARY PUBLIC

**APPROVALS**

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN \_\_\_\_\_

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. \_\_\_\_\_, DULY PASSED, ADOPTED AND APPROVED  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013. \_\_\_\_\_ CITY ENGINEER \_\_\_\_\_

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013. \_\_\_\_\_ CITY SURVEYOR \_\_\_\_\_

**NOTES**

1. ERROR OF CLOSURE = 1:322,708
2. BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983
3. DISTANCES: U.S. SURVEY FOOT (GROUND)
4. COORDINATES LISTED RELATE TO THE CITY OF CASPER DATUM
5. 50' WIDE DRAINAGE EASEMENT

**RECORDED**

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.  
 INSTRUMENT NO. \_\_\_\_\_ COUNTY CLERK \_\_\_\_\_

**CURVE TABLE**

CURVE #	DELTA	RADIUS	LENGTH	CH. BEARING	CH. LENGTH
C1	90°00'00"	20.00'	31.42'	N.44°10'12"E	28.28'
C2	90°00'00"	20.00'	31.42'	S.45°49'48"E	28.28'
C3	90°00'00"	20.00'	31.42'	S.45°49'48"E	28.28'
C4	90°00'00"	20.00'	31.42'	S.44°10'12"W	28.28'
C5	90°00'00"	20.00'	31.42'	N.44°10'12"E	28.28'
C6	90°00'00"	20.00'	31.42'	N.45°49'48"W	28.28'
C7	90°00'00"	20.00'	31.42'	N.45°49'48"W	28.28'
C8	90°00'00"	20.00'	31.42'	N.44°10'12"E	28.28'
C9	90°00'00"	20.00'	31.42'	N.44°10'12"E	28.28'
C10	90°00'00"	20.00'	31.42'	N.45°49'48"W	28.28'

AFFIX RECORDING LABEL HERE



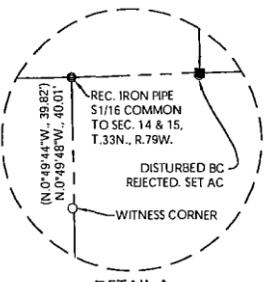
**CERTIFICATE OF SURVEYOR**

I, Chris Asbury do hereby certify that I am a registered land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of "HERITAGE HILLS ADDITION No. 2" as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Casper regulations governing the subdivision of land.

STATE OF WYOMING )  
 NATRONA COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by:  
 Chris Asbury, L.S.  
 as a free and voluntary act and deed. Witness my hand and official seal. My commission expires: \_\_\_\_\_

NOTARY PUBLIC



**LEGEND**

- RECOVERED BRASS CAP
- RECOVERED ALUMINUM CAP
- ◻ RECOVERED CORNER AS NOTED
- SET 5/8" REBAR W/ALUMINUM CAP
- SET BRASS CAP
- PLAT BOUNDARY
- LOT LINES
- EASEMENT LINES
- MEASURED
- RECORD

ENGINEERING • SURVEYING • CONSTRUCTION  
 OIL AND GAS COMPLIANCE • GIS MAPPING

**J.K.C.**  
 ENGINEERING

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

FINAL PLAT OF  
**"HERITAGE HILLS ADDITION No. 2"**  
 TO THE CITY OF CASPER, WYOMING  
 LOCATED IN AND BEING A PORTION OF THE W1/2SW1/4, SECTION 14, AND THE E1/2SE1/4, SECTION 15,  
 TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 NATRONA COUNTY, WYOMING

DATE: 5/22/2013  
 PROJECT #: 13-01  
 DRAWN BY: JRB  
 SHEET TITLE:  
 RECORD OF  
 SURVEY  
 SHEET NUMBER  
**1 OF 1**

**HERITAGE HILLS ADDITION NO. 2  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Gaddis Custom Building, LLC, 1011 Goodstein Drive, Casper, Wyoming 82601, ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex and plat 22.496-acres, more or less, located in portions of W1/2SW1/4, Section 14, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming, to create the Heritage Hills Addition No. 2.
- C. A plat of the Heritage Hills Addition No. 2 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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

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

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

## 2.7 Retaining Walls and Fences:

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

## 2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.

b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.

c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

a. Prior to the development of the areas shown as Tracts A, B and C, South Beverly Street shall be constructed by Owner, to standard City specifications, as a collector street, to the south property line of the Tract being developed.

b. South Beverly Street shall be constructed with five (5) foot wide detached sidewalks, with street trees (deciduous shade) planted at a maximum spacing interval of forty (40) feet on center along the frontage. Interior (local) streets may be constructed with either standard City curbswalks, or detached sidewalks, at the Owner's option.

c. Prior to the issuance of building permits within the Heritage Hills Addition No. 2 for areas currently located in the Special Flood Hazard Area, the Owner shall complete the Letter of Map Revision (LOMR) process for the realignment of the drainage/floodplain through the subdivision.

d. A standard City hard-surfaced, multi-use pathway shall be constructed by the Owner within the drainage easement, for use by pedestrians, and bicyclists, as well as equipment and vehicles responsible for the maintenance of the drainage way. No fences or other obstructions shall be permitted within the drainage easement(s).

### SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

### SECTION 4 - REMEDIES

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

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

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

### SECTION 5 – GENERAL PROVISIONS

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

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

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

Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Gaddis Custom Building, LLC  
1011 Goodstein Drive  
Casper, Wyoming 82601

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

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

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

APPROVED AS TO FORM:

Walter Trumble II

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

WITNESS:

OWNER  
GADDIS CUSTOM BUILDING, LLC

By: Dee Hardy

By: Kristan M. Gaddis

Printed Name: Dee Hardy

Printed Name: Kristan M. Gaddis

Title: Administrative Secretary

Title: operating member

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Kenyne Schlager, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

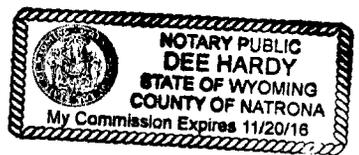
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 16<sup>th</sup> day of July, 2013 by Kristan M. Gaddis as the Operating Manager of Gaddis Custom Building, LLC.

(Seal, if any)



Dee Hardy  
(Signature of notarial officer)

Notary  
Title (and Rank)

[My Commission Expires: 11/20/16]

ORDINANCE NO. 16-13

AN ORDINANCE APPROVING THE ANNEXATION AND PLAT CREATING THE HERITAGE HILLS ADDITION NO. 2, AND ZONING THE HERITAGE HILLS ADDITION NO. 2 R-2 (ONE UNIT RESIDENTIAL).

WHEREAS, Gaddis Custom Building, LLC has applied to annex and plat a 22.496-acre parcel, in portions of W1/2SW1/4, Section 14, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming, to create the Heritage Hills Addition No. 2; and has also applied to zone said Heritage Hills Addition No. 2 as R-2 (One Unit Residential); and,

WHEREAS, a petition requesting the 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 Heritage Hills Addition No. 2, and the zoning of the same, following a public hearing on May 28, 2013.

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

SECTION 1:

The annexation of a 22.496-acre parcel, to create the Heritage Hills Addition No. 2, 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 Heritage Hills Addition No. 2 is hereby approved.

SECTION 3:

The Heritage Hills Addition No. 2 shall be zoned R-2 (One Unit Residential).

SECTION 4:

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 2<sup>nd</sup> day of July, 2013.

PASSED on 2nd reading the 6<sup>th</sup> day of August, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

ATTEST:



V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation



Kenyne Schlager  
Mayor

RESOLUTION NO. 13-217

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF THE HERITAGE HILLS ADDITION NO. 2.

WHEREAS, the hearing to determine whether or not the above described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the Heritage Hills Addition No. 2 being eligible for annexation.

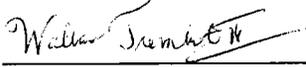
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for an August 20, 2013 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute

15-1-402 was published in the Casper Star-Tribune July 26, 2013 and July 30, 2013, and notice was given as provided by Wyoming State Statute 15-1-405.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2013.

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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Kenyne Schlager  
Mayor

August 14, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the River Park II Addition, comprising 2.326-acres, more or less, complies with W.S. §15-1-402.

Recommendation:

That Council, by resolution, find that the annexation of the River Park II Addition, comprising 2.326-acres, more or less, complies with W.S. §15-1-402.

Summary:

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

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

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

4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute §15-1-402(c) and disseminated to affected landowners and utility companies, by certified mail, and according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a August 20, 2013 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune July 26, 2013 and July 30, 2013; and notice was given as provided by Wyoming State Statute §15-1-405.

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

# RIVER PARK II ADDITION



River Park Dr

Lot 41

Lot 40

Lot 39

RIVERS GATE

RIVER PARK DR

**Legend**  
Subject Property



**CERTIFICATION OF PETITION FOR ANNEXATION**

I, V.H. McDonald, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the River Park II Addition substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

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

APPROVED AS TO FORM:

Wallace Tremble

CITY OF CASPER, WYOMING  
A Municipal Corporation

V.H. McDonald  
V.H. McDonald  
City Clerk

4/30/13  
Date

# River Park II Addition

2013 ANNEXATION REPORT

July, 2013

PREPARED BY:

CITY OF CASPER  
COMMUNITY DEVELOPMENT DEPARTMENT

## **PURPOSE**

This report is an analysis of the cost of providing basic services to the owners of the property described as the River Park II Addition, an annexation, vacation and replat of portions of Tracts 1, 6 & 7, River Run major land division, and a subdivision of portions of E1/2NW1/4, Section, T33N, R80W, 6<sup>th</sup> P.M., comprising 2.326-acres, more or less. The report will provide estimates of the costs to the City of Casper and to the owners of the property being annexed for these services.

## **BACKGROUND INFORMATION / DESCRIPTION OF AREA**

Five G, LLC has applied to annex and plat approximately 2.326-acres to create the River Park II Addition, located east of Robertson Road, and north of the River Park Addition, and consisting of three (3) lots. The subject property is currently undeveloped, and is zoned UA (Urban Agriculture) under the Natrona County Zoning Resolution. The applicants have requested R-1 (Residential Estate) zoning upon annexation to the City. The subject property is contiguous with the Casper City limits on its south boundary (River Park Addition). The zoning classifications of surrounding properties are R-1 (Residential Estate) to the south, R-2 (One Unit Residential) to the east, and county zoning classification UA (Urban Agriculture) to the north and west.

## **DEVELOPMENT COSTS**

There will not be any publically-funded development costs associated with this annexation, in that all public improvements, including streets and utilities, are either existing, or would be installed at the developers' expense.

## **STATUTORY REQUIREMENTS**

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

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

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

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

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

The annexation of the property known as River Park II Addition meets the requirements of W.S. 15-1-402 for the following reasons:

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

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

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

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

The cost of most City services per property were derived by dividing each department's FY 2014 budget by the number of properties in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 20,011 residential properties and 1,619 commercial properties, for an approximate total of 21,630 properties in Casper.

### **POLICE DEPARTMENT:**

The Casper Police Department will provide law enforcement services, which consist of answering calls for service and patrolling the proposed Addition. Presently, there are approximately 228 properties per sworn officer in Casper. Based on the total budget for the Police Department and the approximate 21,630 properties served in the City of Casper, it is estimated that the cost to provide Police service is \$557 for each property in the City (\$12,052,884 current Police Department budget, divided by 21,630 properties in the City).

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. The annexation is incorporating three (3) new lots into the City; therefore, the total estimated cost for providing Police Department service to this area is \$1,671 per year (\$557 x 3 new properties/lots). Police service will be available immediately upon the completion of the annexation of the area.

### **FIRE DEPARTMENT:**

The Casper Fire Department provides fire / EMS services, which consist of answering calls for emergency services. Presently, there are 285 properties per sworn fireman in Casper. It is estimated that the cost to provide fire service is \$387 for each property in Casper (\$8,375,702 current Fire Department budget, divided by 21,630 properties).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. The annexation is incorporating three (3) new lots into the City; therefore, the total estimated cost for providing Fire Department service to this area is \$1,161 per year ( $\$387 \times 3$  new properties/lots). Fire service will be available immediately upon the completion of the annexation of the area.

#### **STREET DIVISION:**

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. It is estimated that the cost to provide Street Division service is \$200 for each property in the City ( $\$4,326,006$  current Street Division budget, divided by 21,630 properties).

The Street Division will not incur additional capital costs as a result of this annexation. The Street Division will not need to hire additional personnel or purchase additional equipment to service this property. The annexation is incorporating three (3) new lots into the City; therefore, the total estimated cost for providing Street Division service to this area is \$600 per year ( $\$200 \times 3$  new properties/lots). Street service will be available immediately upon the completion of the annexation of the area.

#### **PUBLIC UTILITIES DIVISION (WATER AND SEWER):**

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

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

#### **SANITATION DIVISION:**

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

**PARKS DIVISION:**

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

**COMMUNITY DEVELOPMENT DEPARTMENT:**

The Planning, Building, and Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the area. The estimated cost to provide Planning, Building, and Code Enforcement service is \$87 for each property in Casper (\$1,871,501 current Planning/Building/Code Enforcement budget, divided by 21,630 properties).

The Community Development Department will not need to make any changes that will involve any additional costs as a result of the annexation of the area. The staffing level and current equipment are adequate to absorb the workload. The annexation is incorporating three (3) new lots into the City; therefore, the total estimated cost to the City for providing Planning, Building and Code Enforcement service to this area is \$261 per year (\$87 x 3 new properties/lots). Community Development Department service will be available immediately upon the completion of the annexation of the area.

**TRAFFIC DIVISION:**

The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. It is estimated that the cost to provide Traffic Division service is \$64 for each property in the City (\$1,374,377 current Traffic Division budget, divided by 21,630 properties).

The Traffic Division will not require any additional staff or equipment in order to provide Traffic Division service to this subdivision. The annexation is incorporating three (3) new properties into the City; therefore, the total estimated cost to the City for providing Traffic Division service to this area is \$192 per year (\$64 x 3 new properties/lots). Traffic Division service will be available immediately upon the completion of the annexation of the area.

**ENGINEERING DIVISION:**

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating of drainage concerns, surveying, and oversight of capital construction projects. It is estimated that the cost to provide Engineering Division service is \$62 for each property in the City (\$1,343,246 current Engineering Division budget, divided by 21,630 properties).

Current Engineering Division staff levels and equipment are adequate to absorb the work generated by the Addition. There will be no significant cost increase to the Engineering

Division as a result of the annexation of the area. The annexation is incorporating three (3) new lots into the City; therefore, the total estimated cost to the City for providing Engineering Division service to this area is \$186 per year (\$62 x 3 new properties/lots). Engineering Division service will be available immediately upon the completion of the annexation of the area.

## **SOURCES OF REVENUE**

The City's services to properties are funded through a number of sources. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid by the actual user fees collected. The remaining City services to properties, which are paid out of the general fund, are supported in part by property taxes, as well as mineral/other taxes, and licenses/fees. The largest sources of general fund revenue for the City are sales tax (50%), mineral taxes (18%), and franchise fees (10%). Property taxes (7%) account for a relatively minor portion of general fund revenue. It is generally accepted that given the current tax structure, residential properties do not generate sufficient property taxes to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more adequately cover the cost of City services.

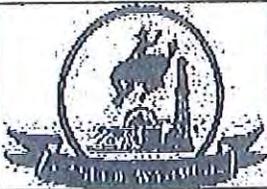
County land generates property tax at a rate of 65 Mills, with none of the monies collected being paid to the City. When an area is annexed to the City, the Mill Levy changes to 72.9 Mills. Of this, the City receives 8 Mills, or 11% of the total property tax collected. The largest benefactor of property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

## **CONCLUSION**

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

## APPENDIX

1. PETITION FOR ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. PLAT
4. 2012 TAX LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.



# City of Casper Planning Division

## Petition for Annexation Application

### PETITIONER'S INFORMATION:

NAME: FIVE G, LLC  
ADDRESS: 421 S. CENTER ST., STE. 201, CASPER, WY, 82601  
TELEPHONE: 307-266-0129 EMAIL: KEITHPT@EARTHLINK.NET

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

PROPOSED NAME OF SUBDIVISION: RIVER PARK II  
ADDRESS: RIVER PARK DRIVE, NO ADDRESS AT THIS TIME.  
LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): PORTION OF THE E1/2NW1/4, SECTION 14, T. 33 N., R. 80 W., 6TH P.M., NATRONA COUNTY, WY.

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 2,326 ACRES

NUMBER OF LOTS AND BLOCKS: 3 LOTS AND NO BLOCKS

PRESENT ZONING: COUNTY-UA PROPOSED ZONING: CITY-R1

PRESENT LAND USE: VACANT

PROPOSED LAND USE: RESIDENTIAL

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT:  YES  NO

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

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

SIGNATURE OF PROPERTY OWNER: [Signature]

SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

DATE: 4/22/13

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

### COMPLETE SUBMITTAL NEEDS TO INCLUDE:

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

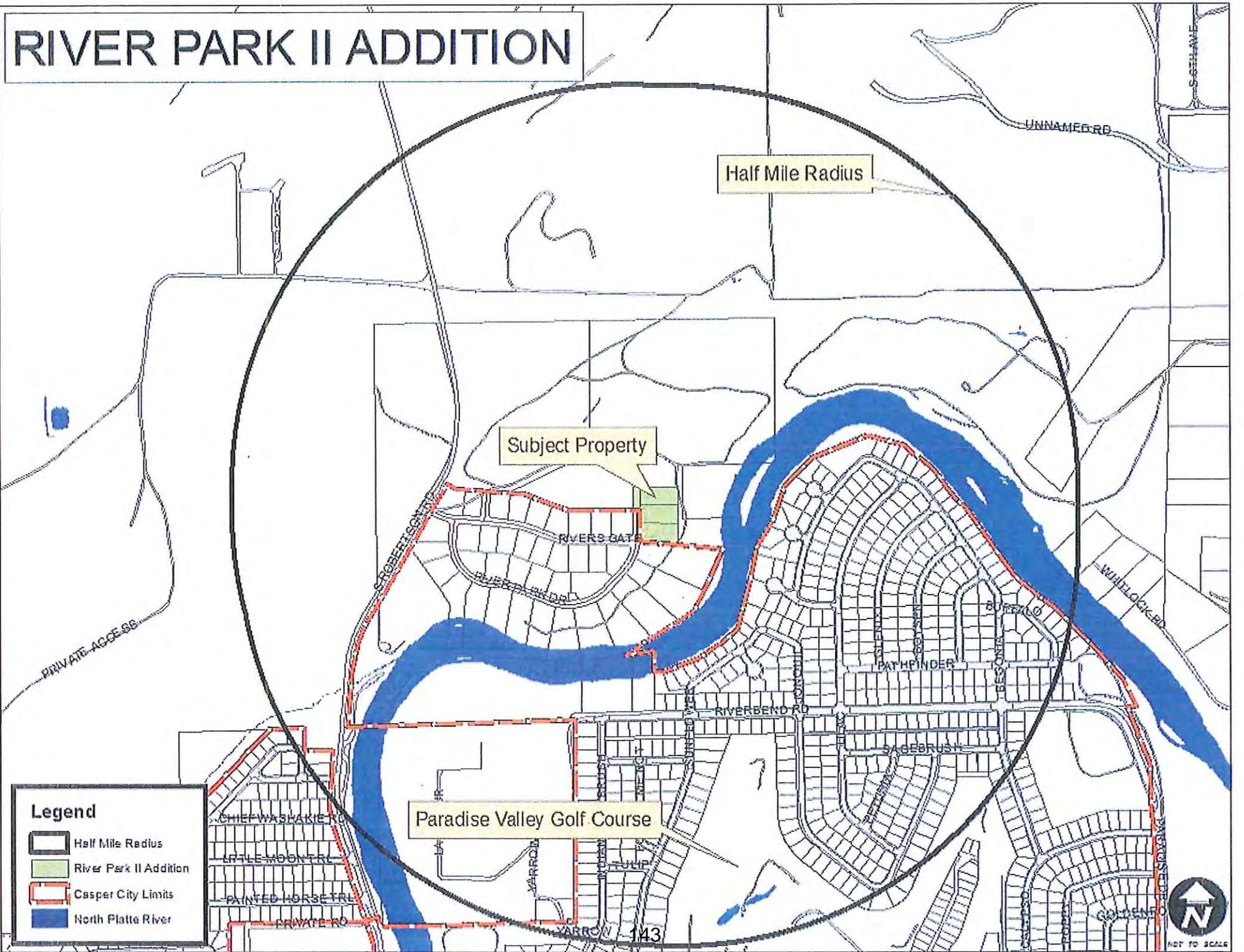
### FOR OFFICE USE ONLY:

DATE SUBMITTED:

APR 26 2013

REC'D BY: dh

# RIVER PARK II ADDITION





## 2012 TAX LEVIES FOR NATRONA COUNTY

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

**UTILITIES**

Rocky Mountain Power

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

QWEST

Connie Hoskins  
103 North Durbin Street  
Casper, WY 82601  
(307) 235-2479

Optimum Communications

Bob Casados  
451 S. Durbin  
Casper, WY 82601  
(307) 333-5575

SourceGas

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

**RIVER PARK II  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Five G, LLC, 421 South Center Street, Suite 201, Casper, Wyoming, 82601 ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex and plat 2.326-acres, more or less, located in portions of E1/2NW1/4, Section 14, T33N, R80W, 6<sup>th</sup> P.M., Natrona County, Wyoming, to create the River Park II Addition.
- C. A plat of River Park II ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

## 2.1 Surveying:

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

## 2.2 Construction Sequence:

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

## 2.3 Certification of Construction; Repair Obligations:

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

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

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

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.

b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.

c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

a. The subdivision shall be constructed to standard City construction specifications, with the exception of curb, gutter, and sidewalk. With regard to curb, gutter and sidewalk, River Park II shall be constructed to the same specifications as the River Park Addition, located adjacent and south of River Park II.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

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

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

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

#### SECTION 5 – GENERAL PROVISIONS

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

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

Five G, LLC  
421 South Center Street  
Suite 201  
Casper, Wyoming 82601

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

WITNESS:

OWNER  
Five G, LLC

By: Dee Hardy

By: [Signature]

Printed Name: Dee Hardy

Printed Name: ROMAN GARDNER

Title: Notary

Title: MANAGER

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Kenyne Schlager as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

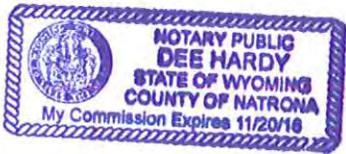
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 14<sup>th</sup> day of June, 2013 by Roman Gazde as the Manager of Five G, LLC.

(Seal, if any)



Dee Hardy  
(Signature of notarial officer)

Notary  
Title (and Rank)

[My Commission Expires: 11/20/16]

ORDINANCE NO. 17-13

AN ORDINANCE APPROVING THE ANNEXATION AND  
PLAT CREATING THE RIVER PARK II ADDITION, AND  
ZONING THE RIVER PARK II ADDITION R-1  
(RESIDENTIAL ESTATE).

WHEREAS, Five G, LLC has applied to annex and plat a 2.326-acre parcel, located in portions of E1/2NW1/4, Section 14, T33N, R80W, 6<sup>th</sup> P.M, Natrona County, Wyoming, generally east of Robertson Road and north of the River Park Addition, to create the River Park II Addition; and have also applied to zone said River Park II Addition R-1 (Residential Estate); and,

WHEREAS, a petition requesting the 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 River Park II Addition, and the zoning of the same, following a public hearing on May 28, 2013.

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

SECTION 1:

The annexation of a 2.326-acre parcel, to create the River Park II 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 River Park II Addition is hereby approved.

SECTION 3:

The River Park II Addition shall be zoned R-1 (Residential Estate).

SECTION 4:

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 2<sup>nd</sup> day of July, 2013.

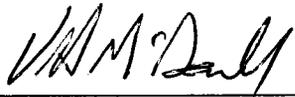
PASSED on 2nd reading the 6<sup>th</sup> day of August, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

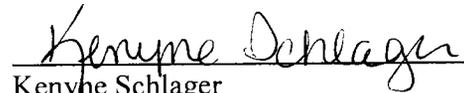
\_\_\_\_\_

ATTEST:



V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation



Kenyhe Schlager  
Mayor

RESOLUTION NO. 13-218

A RESOLUTION FINDING FACTS PURSUANT TO  
WYOMING STATUTE 15-1-402 REGARDING THE  
ANNEXATION OF THE RIVER PARK II ADDITION.

WHEREAS, the hearing to determine whether or not the above described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the River Park II Addition being eligible for annexation.

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

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a August 20, 2013 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute

15-1-402 was published in the Casper Star-Tribune July 26, 2013 and July 30, 2013; and notice was given as provided by Wyoming State Statute 15-1-405.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

Wallace Tumber III

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

ORDINANCE NO. 18-13

AN ORDINANCE APPROVING A ZONE CHANGE FOR  
BLOCKS 13 AND 20, COMMUNITY PARK ADDITION  
SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification ED (Education District) to R-2 (One Unit Residential); and,

WHEREAS, after a public hearing on May 28, 2013, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Blocks 13 and 20, Community Park Addition, located generally at 1927 South Walnut Street, is hereby rezoned from zoning classification, ED (Education District) to R-2 (One Unit Residential).

SECTION 2:

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

PASSED on 1st reading the 2<sup>nd</sup> day of July, 2013.

PASSED on 2nd reading the 6<sup>th</sup> day of August, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2013.

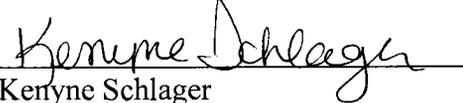
ATTEST:



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V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation



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Kenyne Schlager  
Mayor

ORDINANCE NO. 20-13

AN ORDINANCE AMENDING CERTAIN SECTIONS OF  
CHAPTER 10.88 OF THE CASPER MUNICIPAL CODE,  
PERTAINING TO TRUCK TRAFFIC.

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

Section 1:

That a new paragraph D of Section 10.88.030 of the Casper Municipal Code shall be created to read as follows,

- D. GOVERNMENT MAINTENANCE VEHICLES. THE OPERATION OF  
GOVERNMENT MAINTENANCE VEHICLES UPON ANY STREET IN THE CITY.

Section 2:

That a new paragraph C of Section 10.88.060 of the Casper Municipal Code shall be created to read as follows,

C. ROUTES FOR CONSTRUCTION AS DESIGNATED BY THE CITY ENGINEER. THE  
CITY ENGINEER MAY APPOINT A TRUCK ROUTE AS PART OF CONSTRUCTION  
SITE PLANS OR CONSTRUCTION ACTIVITIES.

Section 3:

That paragraph B of Section 10.88.080, shall be amended to read as follows:

- B. Intracity Routes Truck routes traversing the intracity which serve to provide the most direct route to destination points inside the city:
1. SOUTH Beech Street, from EAST First Street to EAST Second Street;
  2. SOUTH Beverly Street, from East Yellowstone Highway to EAST Twelfth Street;
  3. NORTH Center Street, from West First Street to Interstate 25;
  4. WEST Collins Drive, from WEST Thirteenth Street to ~~Kimball~~ SOUTH POPLAR Street;
  5. ~~Durbin Street, from First Street to Second Street;~~
  - 6-5. East Second Street, from ~~Durbin~~ SOUTH BEECH Street to ~~Southeast Wyoming Boulevard~~ HAT SIX ROAD;
  - 7-6. East Yellowstone Highway, from ~~Kimball~~ EAST FIRST Street to Beverly Street;
  - 8-7. Highway 220/CY Avenue, from Southwest Wyoming Boulevard to EAST Twelfth Street;
  9. ~~Jackson Street, from east First Street to East Yellowstone Highway;~~
  10. ~~Kimball Street, from Collins Drive to East Yellowstone Highway;~~
  - 11-8. SOUTH McKinley Street, from East First Street to East Thirteenth Street;
  - 12-8. SOUTH Poplar Street, from Southwest Wyoming Boulevard to West First Street;
  - 13-10. All of West and East First Street, from SOUTH Poplar Street to ~~Jackson~~ SOUTH

- MCKINLEY Street;
- 14.11. West and East Thirteenth Street, from Southwest Wyoming Boulevard to SOUTH McKinley Street;
- 15.12. West and East Twelfth Street, from CY Avenue to Southeast Wyoming Boulevard.

Section 5:

This ordinance shall be in full force and effect upon its passage and publication.

PASSED on 1st reading the 16<sup>th</sup> day of July, 2013.

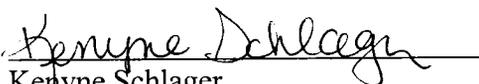
PASSED on 2nd reading the 16 day of August, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

  
\_\_\_\_\_  
Kenyne Schlager  
Mayor

ORDINANCE NO. 21-13

AN ORDINANCE APPROVING THE ANNEXATION, AND ZONING AS C-3 (CENTRAL BUSINESS), OF A 6,000 SQUARE FOOT PORTION, MORE OR LESS, OF THE SW1/4NE1/4, SECTION 9, T33N, R79W, 6<sup>TH</sup> P.M., AND THE VACATION AND REPLAT OF LOT 2, TRIFLECTION ADDITION, TO CREATE THE TRIFLECTION ADDITION NO. 2.

WHEREAS, Triflection, LLC and Stephen L. Schicketanz have applied to annex, and zone as C-3 (Central Business), a 6,000 square foot portion, more or less, of the SW1/4NE1/4, Section 9, T33N, R79W, 6<sup>th</sup> P.M., and have applied to vacate and replat Lot 2, Triflection Addition, to create the Triflection Addition No. 2, comprising 0.696-acres, more or less, generally located between South David and South Center Streets, north of West Collins Drive; and,

WHEREAS, a petition requesting the 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, zoning and plat creating the Triflection Addition No. 2 following a public hearing on June 25, 2013.

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

SECTION 1:

The annexation of the property described above is hereby approved. 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 Triflection Addition No. 2 is hereby approved.

SECTION 3:

The zoning of the property as C-3 (Central Business), as described above, is hereby approved.

SECTION 4:

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 6<sup>th</sup> day of August, 2013.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

Wilbur Trumbull III

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

ORDINANCE NO. 22-13

AN ORDINANCE APPROVING A REPLAT CREATING WHISPERING SPRINGS, LOTS 8A, 9A AND 10B, BLOCK 5; AND A ZONE CHANGE OF SAID LOTS TO ADJUST THE BOUNDARY OF THE R-2 (ONE UNIT RESIDENTIAL) AND R-3 (ONE TO FOUR UNIT RESIDENTIAL) ZONING DISTRICTS TO FOLLOW THE NEW SHARED LOT LINE.

WHEREAS an application has been made to replat Lots 8, 9 and 10A, Block 5, Whispering Springs Addition, as Whispering Springs, Lots 8A, 9A and 10B, Block 5, a Subdivision of the City of Casper, Wyoming; and,

WHEREAS an application has been made to rezone proposed Lots 8A and 9A as R-3 (One to Four Unit Residential), and proposed Lot 10B as R-2 (One Unit Residential); and,

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

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

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

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

SECTION 1:

That the above described zone change is hereby approved.

SECTION 2:

The replat, as described above, is hereby approved.

SECTION 3:

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

PASSED on 1st reading the 6<sup>th</sup> day of August, 2013.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

Walker Trust

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

ORDINANCE NO. 23-13

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT 5, BLOCK 59 OF THE CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described lot from zoning classification M-1 (Limited Industrial) to C-3 (Central Business); and,

WHEREAS, after a public hearing on June 25, 2013, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 5, Block 59, Casper Addition, more commonly known as 315 North Kimball Street, is hereby rezoned from zoning classification M-1 (Limited Industrial) to C-3 (Central Business).

SECTION 2:

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

PASSED on 1st reading the 6<sup>th</sup> day of August, 2013.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

Walter Truitt

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

V.H. McDonald  
City Clerk

Kenyne Schlager  
Mayor

ORDINANCE NO. 24-13

AN ORDINANCE APPROVING THE VACATION OF THE ALLEY LOCATED IN BLOCK 91, CASPER ADDITION.

WHEREAS, Natrona County School District No. 1 has requested a vacation of the alley located within Block 91, Casper Addition; and,

WHEREAS, Natrona County School District No. 1 has submitted a petition containing the signatures of a majority of the owners who own a majority of the property abutting the alley proposed to be vacated and extending three hundred (300) feet in all directions from the alley to be vacated under W.S. §15-4-305; and,

WHEREAS, all affected utility companies have signed consent to release and abandonment of the alley; and,

WHEREAS, the City of Casper has determined that the alley within Block 91 of the Casper Addition can be vacated without adversely impacting utility services; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of the alley located within Block 91, Casper Addition, as described herein.

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

SECTION 1:

The vacation of the alley located within Block 91, Casper Addition is hereby approved.

SECTION 2:

Pursuant to W.S. §34-12-109, the ownership of said alley shall revert to the adjoining property owner(s) by operation of law.

SECTION 3:

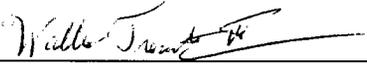
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED on 1st reading the 6<sup>th</sup> day of August, 2013.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

ORDINANCE NO. 25-13

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF SOUTH SPRUCE STREET, AND A PORTION OF WEST 20<sup>TH</sup> STREET, BOTH LOCATED WITHIN THE COMMUNITY PARK ADDITION TO THE CITY OF CASPER.

WHEREAS, College Heights Baptist Church has requested a vacation of all of that portion of South Spruce Street lying south of the southerly right-of-way line of West 19<sup>th</sup> Street, and north of the northerly right-of-way line of West 20<sup>th</sup> Street, adjacent to Blocks 12 and 13, Community Park Addition; and,

WHEREAS, College Heights Baptist Church has also requested a vacation of all of that portion of West 20<sup>th</sup> Street not previously vacated, lying south of Block 12, and north of Block 20, immediately east of the westerly right-of-way line of South Spruce Street and west of the fifty (50) foot wide Intercepting Ditch, Community Park Addition; and,

WHEREAS, the College Heights Baptist Church has submitted a petition containing the signatures of a majority of the owners who own a majority of the property abutting the streets proposed to be vacated and extending three hundred (300) feet in all directions from the streets to be vacated under W.S. §15-4-305; and,

WHEREAS, the utility companies have signed consent to release and abandonment of the right-of-ways; and,

WHEREAS, the City of Casper has determined that the undeveloped streets located within the Community Park Addition can be vacated without adversely impacting utility services and traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacations of those portions of South Spruce Street and West 20<sup>th</sup> Street, located in the Community Park Addition, as described herein.

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

SECTION 1:

The vacation of that portion of South Spruce Street lying south of the southerly right-of-way line of West 19<sup>th</sup> Street and north of the northerly right-of-way line of West 20<sup>th</sup> Street, located adjacent to Blocks 12 and 13, Community Park Addition, as shown on Exhibit "A", which is hereby incorporated by reference as though fully set forth, is hereby approved.

SECTION 2:

The vacation of all of that portion of West 20<sup>th</sup> Street not previously vacated, lying south of Block 12, and north of Block 20, immediately east of the westerly right-of-way line of South Spruce Street and west of the fifty (50) foot wide Intercepting Ditch, Community Park Addition, as shown on Exhibit "A", is hereby approved.

SECTION 3:

Pursuant to W.S. §34-12-109, the ownership of those portions of South Spruce Street and West 20<sup>th</sup> Street vacated herein shall revert to the adjoining property owner(s) by operation of law.

SECTION 4:

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

PASSED on 1st reading the 16<sup>th</sup> day of August, 2013.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

Walter Truitt

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 30, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Chris Walsh, Chief of Police 

SUBJECT: Equipment Purchase and Installation Contract with Communications Technologies, Inc. 

Recommendation:

That Council, by resolution, authorize a purchase and installation agreement with Communication Technologies, Inc. (ComTec, Inc.), in the amount of \$26,688, to be used for four (4) of its new fleet vehicles.

Summary:

As part of its normal fleet rotation the police department needs to retire and replace four (4) vehicles.

ComTech, Inc. has been previously approved by Council to be the primary equipment provider and installation vendor for the equipment going into new police vehicles.

Based on the existing purchase and installation contract with ComTech, Inc., a new Contract for Professional Services has been created and modified only to reflect the costs associated with the lower number of vehicles, in an amount not to exceed Twenty Six Thousand Six Hundred Eighty Eight Dollars (\$26,688).

Funding for this purchase will come from the Police Department's Capital Equipment Cost Center.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Communication Technologies, Inc., 189 Progress Circle, Mills, Wyoming, 82644 ("Contractor").

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

### RECITALS

- A. The City is undertaking the purchase of four (4) new Ford Interceptor Sedans that must be equipped for use as patrol vehicles.
- B. The project requires professional services for the purchase and installation of the required equipment to match the existing fleet.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- Provide and install all items listed in Attachment A, along with any items provided by the City, to be installed on the four (4) above mentioned vehicles.
- All work will be done in a workmanlike manner according to standard practices.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed Twenty Six Thousand Six Hundred Eighty Eight Dollars (\$26,688).

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:

Wallace Tremont III

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

V.H. McDonald  
City Clerk

Kenyne Schlager  
Mayor

WITNESS:

COMMUNICATION TECHNOLOGIES, INC.

By: Robin Tuma

By: Craig Post

Printed Name: ROBIN TUMA

Printed Name: Craig Post

Title: Public Fleet Manager

Title: Service 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.

ATTACHMENT A

<h1>ComTech</h1>				
<b>Communication Technologies Inc</b>				
<b>189 Progress Circle, Mills, WY 82644 Phone: 307-232-8870 Fax: 307-265-6578</b>				
<i>Description</i>				
ETSS100D	100D Series Speaker	4	171	684
906-0182A	Mounting Kit for Ford Interceptor Taurus	4	138.5	554
906-0120B	Coban Side Mount for VMDT in Vehicle Computer System for Ford Interceptor	4	425	1700
EGHST2J(C)	Single Ghost Light Red/Blue front grill	16	110	1760
ELUC2S010W	LED Insert White one in headlight	8	85	680
X1100	Warning Signal Red/White/Blue	8	116	928
ENT3B3B	Surface Mount LED blue on side of car	4	90	360
ENT3B3R	Surface Mount LED red on side of car	4	90	360
CA-0129	LED Map Light Red/White 12" D&R	4	95	380
PDU-09	Power Distribution Unit provides single 30A output and up to 30 additional outputs divided into Battery (8), Ignition (10) and Timed (12). LED fuse indicators on outlets	4	275	1100
MRCB150	MRCB150 150 Amp Resettable Relay	12	31	372
1EZ99	Super Series Enclosed Square Base Relay, Number of Pins 14, Contact Form 4PDT, Coil Rating at 12VDC	4	45	180
361057	TYCO single pole, double throw horn relay. 12v, 50A at 150,000 cycles. Mounting bracket, Internal resistor. High Capacity.	4	8	32
90942	Nmo-Ud 3/4 Cable coax	8	14	112
453440	0-6 ghZ 3/4" hole antenna coax	4	19	76
425-6035	Jotto Mic Clip	4	14	56
307611	Larsen 698-960 2dbi gain black antenna	4	25	100
488756	806-866 Mhz DBMeg Black Antenna	4	26	104
WIRE HARNESS	CUSTOM MADE WIRE HARNESS	4	250	1000
Shipping	Shipping or Freight Charges	1	150	150
INSTALLATION		4	4000	16000
			\$ 6,177.50	\$ 26,688.00

RESOLUTION NO. 13-206

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND COMMUNICATION TECHNOLOGIES, INC., FOR THE PURCHASE AND INSTALLATION OF POLICE CAR EQUIPMENT.

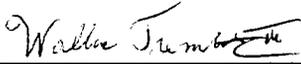
WHEREAS, the City of Casper desires to purchase and have installed vehicle equipment for four (4) 2013 Ford Interceptor Sedans provided by the City of Casper; and,

WHEREAS, Communication Technologies, Inc. (ComTech, Inc.), is ready, willing, and able to provide said equipment and 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 ComTech, Inc., for equipment and services under the terms and conditions more specifically delineated in the contract, in an amount not to exceed Twenty Six Thousand Six Hundred Eighty Eight Dollars (\$26,688).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 31, 2013

MEMO TO: John C. Patterson, City Manager  
FROM: Linda L. Witko, Assistant City Manager  
SUBJECT: The Science Zone

Recommendation:

That Council, by resolution, authorize a contract, in the amount of \$25,000, with the Science Zone, for provision of certain services.

Summary:

The proposed contract authorizes a contract for the funding which Council approved as a part of the FY 14 budget.

The Scope of Services provides that the Science Zone administer their program in the community. They will provide services to the public, including some times when free access to exhibits is provided.

A resolution has been prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I- AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2013, 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. The Science Zone, P.O. Box 2701, Mills, Wyoming, 82644.

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

### RECITALS

- A. The City is undertaking the Science Zone program.
- B. The project requires professional services for administration of the Science Zone program.
- 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:

I. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: Administer the Science Zone program in the community. Contractor agrees to provide services to the public, including some times when free access to exhibits is provided.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 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 Twenty-Five Thousand Dollars (\$25,000).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an invoice from the Contractor for the amount of the Contract, and following approval by the Casper City Council. Contractor, by submission of said invoice, specifies that it will perform the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

CONTRACTOR  
The Science Zone

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

Printed Name: Michael P. Thomas

Title: Chairman, 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.

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

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, 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, 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 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 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. \_\_\_\_\_

A RESOLUTION AUTHORIZING FISCAL YEAR 2013-2014  
PROFESSIONAL SERVICES CONTRACT WITH THE  
SCIENCE ZONE.

WHEREAS, the Science Zone has in the past, and can in the future, provide a unique function to the City by administering the Science Zone program in the community; and,

WHEREAS, the Science Zone agrees to provide services to the public, including some times when free access to exhibits is provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and the Science Zone, for Fiscal Year 2013-2014.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments throughout the term of the contract, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I- AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2013, 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. The Science Zone, P.O. Box 2701, Mills, Wyoming, 82644.

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

### RECITALS

- A. The City is undertaking the Science Zone program.
- B. The project requires professional services for administration of the Science Zone program.
- 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:

#### I. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: Administer the Science Zone program in the community. Contractor agrees to provide services to the public, including some times when free access to exhibits is provided.

#### 2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 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 Twenty-Five Thousand Dollars (\$25,000).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an invoice from the Contractor for the amount of the Contract, and following approval by the Casper City Council. Contractor, by submission of said invoice, specifies that it will perform the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST:

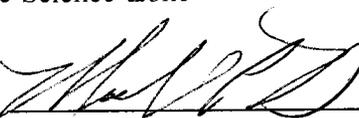
\_\_\_\_\_  
V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Schlager  
Mayor

CONTRACTOR  
The Science Zone

By:



Printed Name: Michael P. Thomas

Title: Chairman, 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.

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

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, 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, 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 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 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. 13-209

A RESOLUTION AUTHORIZING FISCAL YEAR 2013-2014  
PROFESSIONAL SERVICES CONTRACT WITH THE  
SCIENCE ZONE.

WHEREAS, the Science Zone has in the past, and can in the future, provide a unique function to the City by administering the Science Zone program in the community; and,

WHEREAS, the Science Zone agrees to provide services to the public, including some times when free access to exhibits is provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and the Science Zone, for Fiscal Year 2013-2014.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments throughout the term of the contract, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

August 9, 2013

MEMO

TO: John Patterson, City Manager  
FROM: Linda L. Witko, Assistant City Manager  
SUBJECT: Memorandum of Understanding for Dove Family Statue

Recommendation:

That the City Council, by resolution, authorize a Memorandum of Understanding with the Chamber of Commerce Beautification Committee to purchase and install a statue with a Native American theme on a site to be designated by the City of Casper.

Background:

In 2012, the City received notification of a bequest from the Dove Family for the purpose of installing a public art piece which would depict a Native American theme. The total amount of the bequest was \$117,000 which was invested and has been earning interest.

The City staff met with local artists and representatives of the Chamber of Commerce Beautification Committee to discuss the possible uses for the funding. Based on their previous experience working on public art projects, the Beautification Committee stepped forward and volunteered to take on the process of selection of an artist and an art piece, which would be located on the Ft. Caspar Museum site adjacent to the new pathway which is being constructed along Wyoming Boulevard.

The City Council discussed the proposal at a work session held in June, 2013 and directed staff to include the Optional 1% funding in the amount of \$67,848 which had been set aside to move the Eastside Statue to this project.

The Beautification Committee, which included city staff, solicited artists and maquettes for a presentation which was conducted on June 28<sup>th</sup>, 2013. A bronze statue depicting an Indian brave on a horse chasing a buffalo was selected. The statue will be 1.5 times life size, and will be installed on a raised berm on the east side of the Ft. Caspar Museum property and will be viewed from the new pathway and from Wyoming Boulevard. The total cost of the statue will be \$250,000 and the Committee has committed to raising the balance of the funds. They have entered into a contract with the artist and will be responsible for monitoring and scheduling the installation.

The City of Casper is now requested to enter into a Memorandum of Understanding with the Chamber of Commerce Beautification Committee to allow for the transfer of funds for the

project and to clarify the responsibilities of each party to this project. In addition to the \$185,000 which has been committed to the project, the City will be responsible for constructing the base on which the sculpture will be placed. It is proposed that construction of the raised berm and the concrete base can be done as part of the Ft. Casper Underpass and pathway project which is currently in design. The statue will become the property of the City of Casper and will be maintained by the City for benefit of the public.

Staff recommends Council approval of this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of August, 2013, by and between the Casper Chamber of Commerce Beautification Committee (hereinafter referred to as the "Committee") and the City of Casper, Wyoming, a Wyoming Municipal Corporation (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City is in receipt of funds from the Dove Estate which are intended for the purpose of installing a piece of public art which represents the Native American culture in Wyoming; and

WHEREAS, the City has determined that a bronze sculpture should be located on the Ft. Caspar Museum property adjacent to Wyoming Boulevard; and

WHEREAS, the Committee has been charged with the responsibility of selecting an artist and a particular piece of art for this project, and has agreed to solicit additional funding for the acquisition and installation of the statue.

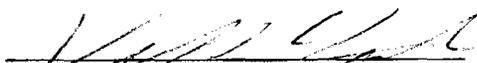
NOW, THEREFORE, the City hereby agrees to allocate up to \$185,000 for the purchase and installation of the statue which represents \$67,848 of 1%#13 funds and \$117,152 from the Dove Family bequest. Such monies will be paid to the Committee according to the provisions of this agreement.

The Committee will contract with an artist for the sculpture and will be responsible for making the payments to the artist. The City will reimburse the Committee when provided with an invoice or request for payment up to the \$185,000 allocated for the project. Any additional monies due to the artist according to the purchase contract will be paid by the Committee from their private fund raising efforts.

The City will be responsible for installing the sculpture at the location which will be designated and will construct the base on which the sculpture will be placed.

The parties further agree that upon installation of the statue it will become the property of the City of Casper and will be maintained by the City for the benefit of the public. The first payment to the artist in the amount of \$25,000 will be advanced to the Committee upon selection of the artist and approval of the sample maquette submitted by the artist.

Approved as to form:

  
William C. Luben, City Attorney

City of Casper, Wyoming

\_\_\_\_\_  
Kenyne Schlager, Mayor

Casper Chamber of Commerce,  
Beautification Committee  
  
Rick Bonander, Chairman

RESOLUTION NO. 13-210

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN  
A MEMORANDUM OF UNDERSTANDING WITH THE  
CASPER CHAMBER OF COMMERCE BEAUTIFICATION  
COMMITTEE FOR THE PURPOSE OF INSTALLING A  
BRONZE SCULPTURE AT FT. CASPAR MUSEUM

WHEREAS, the City is in receipt of funds from the Dove Estate which are intended for the purpose of installing a piece of public art which represents the Native American culture in Wyoming; and

WHEREAS, the City has determined that a bronze sculpture should be located on the Ft. Caspar Museum property; and

WHEREAS, the Chamber of Commerce Beautification Committee has been charged with the responsibility of selecting an artist and a particular piece of art for this project, and has agreed to solicit additional funding for the acquisition and installation of the statue.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is authorized to execute and cause to be delivered to the Beautification Committee a Memorandum of Understanding which allocates up to One Hundred and Eighty-Five Thousand Dollars (\$185,000) for the purchase and installation of the statue as provided in the agreement.

PASSED, APPROVED, AND ADOPTED this \_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

August 20, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
Andrew B. Beamer, P.E., City Engineer

SUBJECT: License Agreement with Qwest Corporation  
Installation of Underground Power Line on City Property in Mike Sedar Park

Recommendation:

That Council, by resolution, authorize a license agreement with Qwest Corporation d/b/a CenturyLink QC (Qwest Corporation), to install an underground power line on City property in Mike Sedar Park.

Summary:

Qwest Corporation requests the City's permission to install an underground power line across a portion of Mike Sedar Park. The power will be run to a fiber optic carrier cabinet and provide high speed internet access for residents.

Provisions in the license agreement call for Qwest 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.

**REVOCABLE LICENSE AGREEMENT  
BETWEEN  
QWEST CORPORATION  
d/b/a  
CENTURYLINK QC  
AND  
CITY OF CASPER  
FOR  
INSTALLATION OF POWER TO A FIBER OPTIC CARRIER CABINET**

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, the CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming, hereinafter called the "Licensor," HEREBY GRANTS A REVOCABLE LICENSE to QWEST CORPORATION, d/b/a CenturyLink QC, 103 N. Durbin, Casper, Wyoming 82601, hereinafter called the "Licensee," to construct, alter, operate, maintain, inspect, repair, replace, and remove underground power to a fiber optic carrier cabinet, hereinafter called the "Facility," located upon the following-described land situated 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; provided, however, Licensor first gives notice to Licensee of the alleged violation and provides to Licensee a reasonable opportunity to cure or rectify the alleged violation.

THIS LICENSE is subject to the following conditions:

1. The work of constructing, altering, maintaining, repairing, replacing or removing the Facility hereinabove referred to shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee, and in accordance with good construction practice and the applicable City of Casper Standard Specifications. The Licensee's responsibility shall include, but not be limited to, restoring all surfaces to the same condition they were in prior to the construction authorized by this License. The Licensor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. Such work of construction, alteration, maintenance, repair, replacement or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of the licensed premises by the Licensor and the general public and in such manner as to in no way endanger the general public in the use of said premises.

2. This permission is given to Licensee as an accommodation to Licensee and shall be rent-free. Licensee hereby acknowledges the title of Licensor to the above described licensed premises, and agrees never to sell, resist, deny or encumber any such title.
3. Licensee agrees to indemnify the Licensor, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all liability for damages to property, or injury to, or death of, persons, including the Licensor, its agents and employees, and including all costs and expenses incident thereto arising wholly or in part from, or in conjunction with, existence, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use, or removal of the said Facility, to the extent such damage or injury is caused by the acts of Licensee, its agents or employees.
4. The Licensor reserves the right to use, occupy, and enjoy the Facility in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. If any such use shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the Licensor and the Licensor shall not be liable to said Licensee on-account thereof, or on account of any damage growing out of any use which the Licensor may make of its Facility. In addition to its right to revoke this License for cause, the Licensor shall have the right, at any time, to revoke this License without cause upon giving of **not less than sixty (60) days** notice in writing to the said Licensee, and at the expiration of the time limited by said notice or upon the express revocation of this License for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the City Council, through the City Manager, remove the Facility and each and every part thereof hereby authorized, from the licensed premises and leave said premises in the same condition in which it was before the installation of the Facility. If the Facility, or any portion thereof, is not removed within sixty (60) days of the receipt of the notice, or such additional time as may be granted in writing by the Licensor, then the Facility, or any part thereof, shall be considered to be abandoned and shall become the property of the Licensor. Upon the refusal or failure of Licensee to remove the Facility, when directed, the Licensor may remove said Facility, and each and every part thereof, and restore the premises to the same condition as before the granting of this License and the Licensee hereby agrees to pay the Licensor the cost of said removal of the Facility or any part thereof.
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.
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, AND LICENSEE ACCEPTS THE LICENSED PREMISES "AS IS".

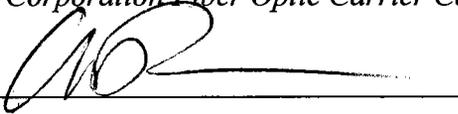
8. GOVERNMENTAL CLAIMS ACT

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

9. 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 \_\_\_\_\_, 2013.

APPROVED AS TO FORM:  
(*Qwest Corporation Fiber Optic Carrier Cabinet*)



ATTEST:

**CITY OF CASPER, WYOMING**  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

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

ATTEST:

Qwest Corporation

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

**ACKNOWLEDGMENT**

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Kenyne Schlager, as the Mayor of the City of Casper, Wyoming.

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

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

STATE OF                             )  
  ) ss.  
COUNTY OF                         )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ as the \_\_\_\_\_ of Qwest Corporation d/b/a CenturyLink QC.

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

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

POPLAR STREET  
(66' R.O.W.)

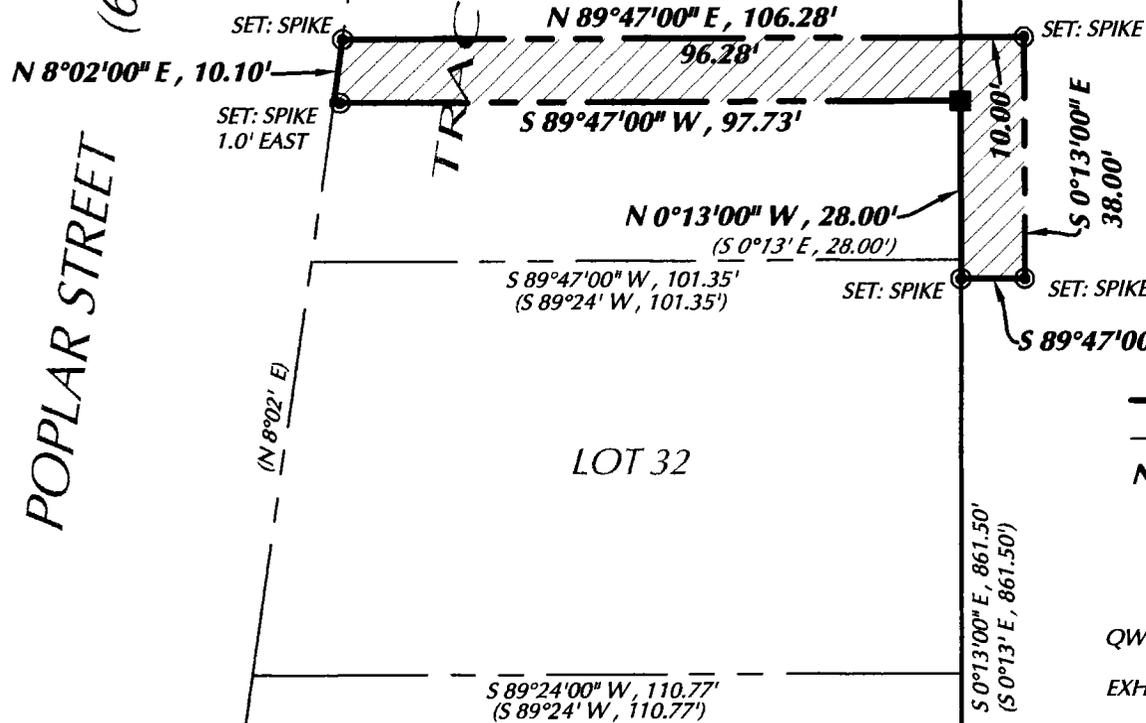
**EXHIBIT A**

FD: IRON PIPE  
S/16 CORNER  
COMMON TO  
SEC. 16 & 17

**DESCRIPTION:**

A LICENSE PREMISES LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 AND TRACT No. 1 OF NOB HILL ADDITION TO THE CITY OF CASPER, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17 WHICH BEARS NORTH 0°13'00" WEST A DISTANCE OF 861.50 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17, THENCE NORTH 0°13'00" WEST A DISTANCE OF 28.00 FEET ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17 TO A POINT, THENCE SOUTH 89°47'00" WEST A DISTANCE OF 97.73 FEET ALONG A LINE PARALLEL TO THE SOUTHERLY LINE OF SAID TRACT No. 1 TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF POPLAR STREET, THENCE NORTH 8°02'00" EAST A DISTANCE OF 10.10 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE OF POPLAR STREET TO A POINT, THENCE NORTH 89°47'00" EAST A DISTANCE OF 96.28 FEET ALONG A LINE PARALLEL TO THE SOUTHERLY LINE OF SAID TRACT No. 1 TO A POINT ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, THENCE NORTH 89°47'00" EAST A DISTANCE OF 10.00 FEET TO A POINT IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, THENCE SOUTH 0°13'00" EAST A DISTANCE OF 38.00 FEET ALONG A LINE PARALLEL TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16 TO A POINT, THENCE SOUTH 89°47'00" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.031 ACRES MORE OR LESS.



- LEGEND**
- RECOVERED BRASS CAP
  - ⊙ RECOVERED/SET MONUMENT AS NOTED
  - SET 5/8" REBAR W/ALUMINUM CAP
  - SITE BOUNDARY
  - LOT LINES
  - MEASURED
  - RECORD

BASIS OF BEARING IS S 0°13'00" E ON THE  
EASTERLY LINE OF THE SE/4 OF THE SE/4 OF  
SECTION 17, T. 33 N., R. 79 W.

QWEST CORPORATION dba CENTURYLINK QC

EXHIBIT FOR RIGHT OF WAY NO. 40385

GRANTOR: CITY OF CASPER

Date: 7-8-13

Job No. E.440264

RL No. \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**

I, DANIEL A. SIEK, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN THE MONTH OF JUNE, 2013 AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF.



Prepared by Siek Surveying Service  
600 E. 29th St. / Casper, WY  
PH: (307)266-6829 / FAX: (307)472-4502

PLAT OF SURVEY  
LOCATED IN TRACT No. 1 OF NOB HILL  
ADDITION TO THE CITY OF CASPER,  
NATRONA COUNTY, WYOMING

Drawn By: BIZ

Checked By: DAS

Date Surveyed:

6/24/2013

Rev. Date:

NONE

Job No.:

46-13

SHEET:

PLAT OF SURVEY

RESOLUTION NO. 13-211

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH QWEST CORPORATION D.B.A. CENTURY LINK QC TO INSTALL AN UNDERGROUND POWER LINE ON CITY PROPERTY IN MIKE SEDAR PARK.

WHEREAS, Qwest Corporation has requested permission from the City to use certain City property across Mike Sedar Park for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing an underground power line in Mike Sedar Park; 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 Qwest Corporation for the purpose of using certain City-owned property for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing an underground power line, more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

August 20, 2013

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Change Order No. 1 with Casper Electric, Inc., for the  
Oakcrest Booster Station Emergency Generator, Project No. 12-69

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Casper Electric, Inc., for the Oakcrest Booster Station Emergency Generator, Project No. 12-69, in the amount of \$15,918.

Summary:

Casper Electric, Inc., is currently under contract with the City of Casper for the Oakcrest Booster Station Emergency Generator, Project No. 12-69. This project will provide permanent stationary emergency power at the Oakcrest booster pump station which distributes water from the ten million gallon City reservoir.

Change Order No. 1 is necessary to provide better access for servicing the new emergency generator set. The generator set will be moved to the west with larger gates, additional fencing enclosure, conduit, wire and select fill materials for grading.

The original contract amount for this project is \$259,635. The construction contingency was set at \$46,500, for a total project amount of \$306,135. Change Order No. 1 will reduce the construction contingency to \$30,582, and the new contract amount for this project will be \$275,553.

Funding for the project is from Casper Public Utilities water funds.

A resolution is prepared for Council's consideration.

CITY OF CASPER  
CHANGE ORDER

NO. One (1)

PROJECT: Oakcrest Booster Station Emergency Generator, Project No. 12-69

OWNER: City of Casper

CONTRACTOR: Casper Electric, Inc.

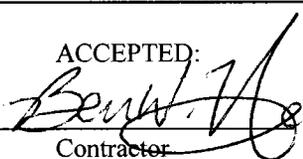
ENGINEER: West Plains Engineering, Inc.

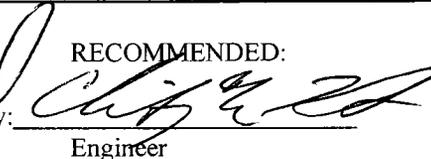
You are directed to make the following changes in the Contract Documents:

Description: Additional fencing and excavation.

Attachments: Proposal Request #1 from West Plains Engineering, Inc. and Change Order-Additional Work Order from Casper Electric, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>259,635.00</u>	Original Contract Time: (days or date) Substantial Completion: November 8, 2013 Final Completion: November 15, 2013
Previous Change Orders No. <u>0</u> to <u>0</u> \$ <u>--</u>	Net change from previous Change Orders (days): <u>0</u> days
Contract Price prior to this Change Order: \$ <u>259,635.00</u>	Contract Time Prior to this Change Order: (days or date) Substantial Completion: November 8, 2013 Final Completion: November 15, 2013
Net Increase/ <del>Decrease</del> of this Change Order: \$ <u>15,918.00</u>	Net Increase/ <del>Decrease</del> of this Change Order: (days) <u>0</u> days
Contract Price with all approved Change Orders: \$ <u>275,553.00</u>	Contract Time with all approved Change Orders: (days or date) Substantial Completion: November 8, 2013 Final Completion: November 15, 2013

ACCEPTED:  By: \_\_\_\_\_ Contractor

RECOMMENDED:  By: \_\_\_\_\_ Engineer

APPROVED: \_\_\_\_\_ By: \_\_\_\_\_ Owner

# MEMORANDUM



CASPER

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

**Date:** July 31, 2013  
**To:** Alex Sveda, City of Casper  
**From:** Chris Kost, West Plains Engineering, Inc.  
**Re:** Oakcrest Booster Station Emergency Generator  
City Project No. 12-69  
WPE Project No. BC13013  
Review of Proposals Responding to PR #1

Alex,

West Plains Engineering, Inc. has reviewed the Contractor's proposed pricing in response to Proposal Request #1, which revises the fence enclosure area and adds additional site work. We find the proposed price of \$15,918 to be reasonable and fair, and we recommend acceptance.

Please contact us if you have any questions, comments, or concerns.

END OF MEMO

XC: Ben Hansuld, Casper Electric  
WPE File

RESOLUTION NO. 13-212

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH CASPER ELECTRIC, INC., FOR IMPROVED SERVICE ACCESS FOR THE OAKCREST BOOSTER STATION EMERGENCY GENERATOR

WHEREAS, Casper Electric, Inc., is under contract with the City of Casper for the Oakcrest Booster Station Emergency Generator, Project No. 12-69; and,

WHEREAS, the City of Casper desires to attain improved service access by installing larger gates, additional fencing enclosure, conduit, wire and select fill materials for grading for Change Order No. 1 of the Oakcrest Booster Station Emergency Generator; and,

WHEREAS, Casper Electric, Inc., is able and willing to complete the work for Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute Change Order No.1 to the agreement between the City of Casper and Casper Electric, Inc., for performing additional work related to the Oakcrest Booster Station Emergency Generator for a contract price increase of Fifteen Thousand Nine Hundred Eighteen Dollars (\$15,918).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Two Hundred Seventy Five Thousand Five Hundred Fifty Three Dollars (\$275,553).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY OF CASPER, WYOMING

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Schlager  
Mayor

August 20, 2013

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Change Order No. 2 with Viper Underground, Inc., for the  
2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17

Recommendation:

That Council, by resolution, authorize Change Order No. 2 with Viper Underground, Inc., for the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17, in the amount of \$19,300.

Summary:

Viper Underground, Inc., is currently under contract with the City of Casper for the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17. This project will replace 670' of existing 8" sanitary sewer clay pipe with new 8" PVC sanitary sewer pipe.

Change Order No. 2 is necessary in order to replace 200' of 6" cast iron water main pipe at the Washakie Street and Thelma Drive intersection, adjacent to the sanitary sewer main recently replaced with this project. The existing cast iron pipe is in poor condition and will be replaced with new 8" PVC pipe. Casper Public Utilities will provide all piping materials for Change Order No. 2.

Funding for this project is from sewer reserves for a contract amount of \$169,075. A construction contingency account was recommended in the amount of \$9,000, for a total project amount of \$178,135. The amount of Change Order No. 1 was \$8,850, and reduced the construction contingency to \$150.

Funding for Change Order No. 2 will come from Casper Public Utilities water funds. Approval of Change Order No. 2 will increase the contract amount by \$19,300, for a total contract amount of \$197,285, but will not affect the remaining construction contingency.

Work is scheduled to be completed by October 4, 2013.

A resolution is prepared for Council's consideration.

CITY OF CASPER  
CHANGE ORDER

NO. Two (2)

PROJECT: 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17

OWNER: City of Casper

CONTRACTOR: Viper Underground

ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: Price adjustment (increase) to replace 200 feet of 6 inch cast iron water main pipe at the Washakie Street and Thelma Drive intersection.

Attachments: Price proposal from Viper Underground.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>169,135.00</u>	Original Contract Time: (days or date) Substantial Completion: September 27, 2013 Final Completion: October 4, 2013
Previous Change Orders No. <u>1</u> to <u>2</u> \$ <u>8,850.00</u>	Net change from previous Change Orders (days): <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>177,985.00</u>	Contract Time Prior to this Change Order: (days or date) Substantial Completion: September 27, 2013 Final Completion: October 4, 2013
Net Increase/Decrease of this Change Order: \$ <u>19,300.00</u>	Net Increase/Decrease of this Change Order: (days) <u>0 days</u>
Contract Price with all approved Change Orders: \$ <u>197,285.00</u>	Contract Time with all approved Change Orders: (days or date) Substantial Completion: September 27, 2013 Final Completion: October 4, 2013

ACCEPTED: *Viper Underground* By: \_\_\_\_\_ Contractor  
RECOMMENDED: *[Signature]* By: \_\_\_\_\_ Engineer  
APPROVED: \_\_\_\_\_ By: \_\_\_\_\_ Owner

*Shawn Ditzel*

# Viper Underground, Inc

Viper Underground Inc  
122 Burma Rd.  
Riverton, WY 82501

(307)871-3613  
viperunderground@gmail.com

## Proposal

Date	Proposal #
07/31/2013	1048
Exp. Date	

Address
City of Casper Attn Alex City engineer

Activity	Amount
• Water main replacement on Washakie street	6,000.00
• <del>150'</del> 8" c-900 pvc pipe 30.00 pf	<del>4,500.00</del>
• 2- 8" 45 bends 250.00 @	500.00
• 2- watermain connections 500.00 @	1,000.00
• 4- new 3/4 water taps 450.00@ just to be jump over to new main	1,800.00
• 1- Fire hydrant 1500.00@	1,500.00
• 1- 8" valve 200.00 @ if needed	<del>200.00</del>
• temporary waterline for 13 houses for 10 days	8,500.00
• paving and select fill and pipe bedding will use bid items on sewer replacement job as needed would like to start this project end of sept if possible	
• all material and trust blocks supply by city of casper	
<b>Total</b>	<del>\$18,000.00</del>

\$19,300.00

Accepted By *Sharon D'Lygo* Accepted Date *8-2-13*

RESOLUTION NO. 13-213

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH VIPER UNDERGROUND, INC., FOR WATERLINE REPLACEMENT FOR THE 2013 MISCELLANEOUS SANITARY SEWER REPLACEMENT

WHEREAS, Viper Underground, Inc., is under contract with the City of Casper for the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17; and,

WHEREAS, the City of Casper desires to replace 200 feet of 6 inch cast iron water main pipe at the Washakie Street and Thelma Drive intersection for Change Order No. 2 of the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17; and,

WHEREAS, Viper Underground, Inc., is able and willing to complete the work for Change Order No. 2.

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 Change Order No. 2 to the agreement between the City of Casper and Viper Underground, Inc., for performing additional work related to the 2013 Miscellaneous Sanitary Sewer Replacement for a contract price increase of Nineteen Thousand Three Hundred Dollars (\$19,300).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of One Hundred Ninety Seven Thousand Two Hundred Eighty Five Dollars (\$197,285).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY OF CASPER, WYOMING

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

August 20, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
Andrew Beamer, P.E., City Engineer  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Change Order No. 1 with Hedquist Construction, Inc.  
2013 Arterial & Collector Streets Reconstruction - West, Project No. 13-08W

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Hedquist Construction, Inc., (Hedquist) for the 2013 Arterial & Collector Streets Reconstruction - West Project, No. 13-08W, for a contract price increase of \$67,804, for traffic signal detection systems to be replaced.

Summary:

Hedquist is under contract to reconstruct various street sections throughout the west side of the City of Casper. Plans for the project include milling and overlay of asphalt pavement on all street sections. Accessories to the project include ADA accessible concrete ramps at intersections, asphalt patching, manhole and valve box adjustments, and inlaid traffic striping. Construction of the improvements is to be completed by October 25, 2013.

The purpose of this Change Order No. 1 is to replace traffic signal detection systems at three intersections where the existing systems will be damaged during the mill and overlay process in the street section. The existing systems are embedded in the asphalt pavement, and the new systems will be installed completely above ground and mounted on the traffic poles.

The original contract price was \$1,890,399.25. This Change Order No. 1 will increase the contract price by \$67,804, for a total contract price of \$1,958,203.25. Contingency funds for the project were set at \$139,600.75, and this Change Order No. 1 will reduce the funds to \$71,796.75. The project schedule will not change as the work can be done independent from all other work.

A resolution is prepared for Council's consideration.

CITY OF CASPER  
CHANGE ORDER

NO. One (1)

PROJECT: 2013 Arterial & Collector Streets Reconstruction - West  
Project No. 13-08W

DATE OF ISSUANCE: August 6, 2013

OWNER: City of Casper, Wyoming

CONTRACTOR: Hedquist Construction, Inc.

ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: Addition of Traffic Signal Detection Systems where mill & overlay resurfacing will damage existing systems.

Attachments: Memo

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>1,890,399.25</u>	Original Contract Time: (days or date) <u>Substantial completion: October 4, 2013</u> <u>Final completion: October 25, 2013</u>
Previous Change Orders No. <u>-0-</u> to <u>-0-</u> \$ <u>0.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>1,890,399.25</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: October 4, 2013</u> <u>Final completion: October 25, 2013</u>
Net Increase/ <del>Decrease</del> of this Change Order: \$ <u>67,804.00</u>	Net Increase/ <del>Decrease</del> of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$ <u>1,958,203.25</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: October 4, 2013</u> <u>Final completion: October 25, 2013</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: Shawna Halany  
Contractor

BY: Scott K. Baxter  
Engineer

BY: \_\_\_\_\_  
Owner



1372 Derrick Drive

July 24, 2013

Scott Baxter  
City of Casper  
200 N David  
Casper WY 8261

Re: 2013 Arterial and Collector Streets 13-08W

Dear Scott:

Per your request, Hedquist Construction submits the following change order request for Wavetronic Matrix Vehicular Detections Systems per the attached quotation from Modern Electric.

Collins & Ash Street	\$33268.40		<i>LRB</i>
College & Wolcott Street	<del>-\$15698.00</del>	\$17,267.80	<i>LRB</i>
4 <sup>th</sup> & Beverly Street	<del>-\$15698.00</del>	\$17,267.80	<i>LRB</i>

Total Change Order Request: \$67804.00

Please advise upon acceptance.

Sincerely,  
Hedquist Construction, Inc.

*Shawna Halasz*  
Shawna Halasz  
Project Coordinator

Attachment

RESOLUTION NO. 13-214

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH HEDQUIST CONSTRUCTION, INC., FOR REPLACEMENT OF TRAFFIC SIGNAL DETECTION SYSTEMS FOR THE 2013 ARTERIAL & COLLECTOR STREETS RECONSTRUCTION - WEST, PROJECT NO. 13-08W.

WHEREAS, the City of Casper desires to change the scope of work and related compensation for the replacement of traffic signal detection systems at three intersections for the 2013 Arterial & Collector Streets Reconstruction - West, Project No. 13-08W; and,

WHEREAS, Hedquist Construction, Inc., is able and willing to provide those services, specified as Change Order No. 1 to the agreement for replacement of traffic signal detection systems at three intersections for the 2013 Arterial & Collector Streets Reconstruction - West, Project No. 13-08W, and further described therein.

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, Change Order No. 1 to the agreement with Hedquist Construction, Inc., for replacement of traffic signal detection systems at three intersections for the 2013 Arterial & Collector Streets Reconstruction - West, Project No. 13-08W, for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total Change Order No. 1 amount not to exceed Sixty-Seven Thousand, Eight Hundred Four Dollars (\$67,804), for a total price not to exceed One Million, Nine Hundred Fifty-Eight Thousand, Two Hundred Three and 25/100 Dollars (\$1,958,203.25).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Schlager  
Mayor

August 13, 2013

MEMO TO: John C. Patterson, City Manager  
FROM: Chris Walsh, Police Chief  
SUBJECT: 9-1-1 Phone Service Agreement

Recommendation:

That Council, by resolution, authorize a contract with Qwest Corporation, d/b/a Centurylink QC, for existing and enhanced 9-1-1 telephone service.

Summary:

As part of the 9-1-1 system upgrade, the City has opted to include lines at Fire Station #3 for backup purposes. Currently, the Public Safety Communications Center (PSCC) is operating on an expired agreement for 9-1-1 telephone services, and Centurylink requires it be updated in order to add or modify services. The new contract will be for a term of three years and will include services for the primary and backup dispatch locations.

Funding for these phone services will be a prorated part of the PSCC monthly operating budget.

A resolution and contract have been prepared for consideration.

## CENTURYLINK ENHANCED 9-1-1 SERVICE AGREEMENT

Agreement Number  
Billing Number 307 432-6325-671

This CenturyLink Enhanced 9-1-1 Service Agreement ("Agreement") is between City of Casper, Wyoming, a Wyoming municipal corporation ("Customer") and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink").

### 1. Scope.

1.1 CenturyLink will provide, and Customer will purchase, the CenturyLink Enhanced 9-1-1 service provided under this Agreement ("Service"). Service to be provided under this Agreement is a telecommunications exchange service that routes 9-1-1 dialed calls to a Customer designated Public Safety Answering Point ("PSAP"). The number "9-1-1" is intended as a universal emergency telephone number that provides the public direct access to a PSAP. A PSAP is an agency authorized to receive and respond to emergency calls. One or more PSAPs may be required for any given municipality or metropolitan area. PSAPs are designated by the Customer and specified in Attachments 1 and 2 to this Agreement. Service includes CenturyLink network facilities necessary for the answering, transferring, and forced disconnect of emergency 9-1-1 calls originated by persons within the servicing area(s). CenturyLink does not answer and forward 9-1-1 calls, but furnishes the use of its facilities to enable the Customer's E9-1-1 and/or 9-1-1 personnel to respond to such calls.

1.2 CenturyLink will not provide Service to less than an entire central office service area. Service does not include facilities provided by independent telephone companies and/or Competitive Local Exchange Carrier ("CLEC").

1.3 CenturyLink will provide Service up to the Standard Network Interface ("SNI") for each of the service locations at Customer's location(s). The SNI is that location where CenturyLink's protected network facilities end and Customer's inside wire or network begins. Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

1.4 Customer will use the E911 database provided by CenturyLink only for answering and responding to E911 calls. Customer will be responsible for ensuring that each PSAP will also use the E911 database as prescribed herein. Any other use of the database will result in immediate termination of Service.

1.5 CENTURYLINK ACCEPTS NO RESPONSIBILITY FOR OBTAINING OR FOR THE ACCURACY OF SUBSCRIBER, STATION, OR END-USER RECORD INFORMATION RECEIVED FROM INDEPENDENT TELEPHONE COMPANIES, CLECS, OR PRIVATE TELECOMMUNICATIONS SYSTEMS, SUCH AS PBX OR SHARED TENANT SERVICES.

1.6 Customer will provide a Master Street Address Guide ("MSAG") to CenturyLink for use in the database preparation. The MSAG must follow the National Emergency Numbering Association ("NENA") recommended United States Postal Service street name and directional addressing standard.

1.7 CenturyLink will not deliver Service until each participating telephone service provider's records for Customer's service area match the applicable Master Street Address Guide at a rate of ninety-eight percent (98%). Customer is fully responsible for correcting all erroneous records and achieving such rate.

1.8 Customer will ensure that each participating telephone service provider's records are sent electronically in the NENA 512 format for database updates.

### 2. Term.

2.1 This Agreement will commence on the latest signature date, provided mandatory filing requirements are met. The term of this Agreement will expire thirty six (36) months from the effective date of this Agreement.

2.2 Should CenturyLink continue to provide Service after this term without a further agreement, the Service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff.

2.3 The minimum service period for rate stabilized Service is 12 months.

2.4 Customer may enter into a new Service agreement that establishes a greater available term period without incurring non-recurring or termination charges.

## CENTURYLINK ENHANCED 9-1-1 SERVICE AGREEMENT

### 3. Termination.

**3.1** Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within thirty (30) days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for:

**3.2** If termination is prior to installation of Service, termination charges will be those reasonable costs incurred by CenturyLink through the date of termination. If termination is after installation of Service but prior to the 12 month minimum service period, Customer will pay the 12 month minimum service charge in addition to the termination charges specified in Tariff and/or in this Agreement.

**3.3** If Customer discontinues Service to a level that is less than 80% of a total annual true-up stabilized monthly rate, a termination charge may apply to the Service removed below the 80% level. The charge will be equal to 100% of the monthly rate for the Service terminated below the 80% level multiplied by the number of months, or portion thereof, remaining in the minimum service period; plus 15% of the monthly rate for Service removed below the 80% level multiplied by the number of months, or portion thereof, remaining in the term of this Agreement. The Tariff may include additional terms and conditions regarding waiver of the early termination charge.

**3.4** A termination charge will be waived when the Customer discontinues Service(s) and ALL of the following conditions are met: 1) Customer signs a service agreement for any other CenturyLink provided new service(s). All applicable nonrecurring charges will be assessed for the new service(s); 2) Both the current Service and the new service(s) are provided solely by CenturyLink; 3) The order to discontinue Service and the order to establish new service(s) are received by CenturyLink within 30 days of each other for service in Wyoming, and at the same time for service in any other state; 4) The new service(s) installation must be completed within 30 calendar days of the disconnection of Service, unless such installation delay is caused by CenturyLink; 5) A new Minimum Service Period, if applicable, will go into effect when the new service(s) agreement term begins; and, 6) Customer agrees to pay any previously billed, but unpaid recurring, and any outstanding nonrecurring charges - these charges cannot be included as part of the new service(s) agreement. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

**3.5** New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service.

### 4. Charges and Billing.

**4.1** Customer will be billed the Tariff rates in effect for all Service monthly rate elements. CenturyLink reserves the right to revise rates if a change in the statutes or administrative rules affects the cost of providing Service. Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

**4.2** Provision of Service under this Agreement may involve independent telephone company territories. Charges for Service only include Service provided within CenturyLink territory up to the meet point of the independent telephone company and/or CLEC. Other charges which involve work performed by the independent telephone company and/or CLEC will be in addition to CenturyLink's charges and will be negotiated separately between Customer and the independent telephone company and/or CLEC.

**4.3** Customer may add Service under this Agreement at the Tariff rates and charges in effect at the time of the addition(s).

**5. Confidentiality.** Neither party will, without the prior written consent of the other party: (a) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use

## CENTURYLINK ENHANCED 9-1-1 SERVICE AGREEMENT

reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement. Subscriber information contains names, addresses and telephone numbers of telecommunication service subscribers, including non-published and non-listed telephone service. The parties understand and agree that subscriber information may be considered to be Confidential Information under state or federal laws or regulations, and there are certain duties and responsibilities imposed by this Agreement and by law or Tariff with regard to the use and distribution of such information.

**6. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

**7. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IF CENTURYLINK INTEGRATES ANY RECORDS PROVIDED TO CENTURYLINK BY ANY OTHER DATA PROVIDER, FOR INCLUSION IN THE CUSTOMER'S E911 DATA, CENTURYLINK MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY ANY OTHER DATA PROVIDER.

**8. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below and in any applicable Tariff, regulation, or statute.

**8.1 Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE, DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY. IN ADDITION, CENTURYLINK WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CUSTOMER BY ANY OTHER DATA PROVIDER(S). This limitation of liability will not apply to Customer's indemnification obligations or Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

**8.2 Claims related to Service.** For Service related claims by Customer, Customer's exclusive remedies are limited to the applicable out-of-service credits, if any.

**8.3 Personal Injury; Death; Property Damages.** To the extent permitted by law, for claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

### **9. Miscellaneous.**

**9.1 General.** This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via the Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

**9.2 Conflicts Provision.** If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, and the parties' records.

**9.3 Independent Contractor.** CenturyLink provides the Service as an independent contractor. This Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

**9.4 ARRA.** Customer will not pay for the Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

## CENTURYLINK ENHANCED 9-1-1 SERVICE AGREEMENT

**9.5 HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

**9.6 Credit Approval.** Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

### **9.7 Governing Law; Dispute Resolution.**

**(a) Governing Law; Forum.** Wyoming state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

**(b) Limitations Period.** Any claim relating to this Agreement must be brought within two years after the claim arises.

**9.8 No Resale; Compliance.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

**9.9 Amendments; Changes.** This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

**9.10 Required Notices.** Unless provided otherwise in this Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax#: 888-778-0054; Attn.: Legal Dep't, and to Customer at 200 N. David St., Casper, WY 82601; Attn.: General Counsel or other person designated for notices. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**CENTURYLINK ENHANCED 9-1-1 SERVICE AGREEMENT**

**9.11 Entire Agreement.** This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.

**City of Casper, Wyoming, a Wyoming municipal corporation**

**Qwest Corporation d/b/a CenturyLink QC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature  
Susan Baker

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed  
Manager Offer Management

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Customer Address:  
201 N David  
Casper, WY 82601

Address for Notices:

ATTACHMENT 1

**PSAP INFORMATION: City of Casper Police Department**

**SERVICE LOCATION: 201 N David & 2140 E 12<sup>th</sup> St, Casper**

**BILLING NUMBER: 307 432-6325-671**

The central offices and Customer PSAP locations included in this Attachment are as follows:

**Central Offices:**

<u>CENTURYLINK CENTRAL OFFICE</u>	<u>NXX</u>	<u>INDEPENDENT TELEPHONE COMPANY AND/OR CLEC CENTRAL OFFICES</u>	<u>NXX</u>
<b>Casper</b>	<b>307-232</b>	<b>RT Communications</b>	<b>307-437</b>
	<b>233</b>		
	<b>234</b>		
	<b>235</b>		
	<b>237</b>		
	<b>253</b>		
	<b>261</b>		
	<b>265</b>		
	<b>266</b>		
	<b>268</b>		
	<b>472</b>		
	<b>473</b>		
	<b>577</b>		
	<b>995</b>		

Central Office Addresses:

**103 N Durbin St, WY**

PSAPs:

**201 N David & 2140 E 12<sup>th</sup> St, Casper, WY**

**ATTACHMENT 2**

**Charges for Service: See Attached.**

**ADDENDUM TO THE**  
Enhanced 9-1-1 Service Agreement  
**BETWEEN**  
City of Casper, Wyoming, a municipal corporation  
**AND QWEST CORPORATION D/B/A CENTURYLINK QC**

**1. Parties.** This Addendum is made and entered into by and between the City of Casper, Wyoming, a municipal corporation ("Customer"), whose address is 201 N David, Casper, WY 82601; and Qwest Corporation d/b/a CenturyLink QC ("QC" or "CenturyLink"), with a business office located at 6101 Yellowstone Road, Room 300, Cheyenne, WY 82009. Throughout this Addendum, Customer or CenturyLink may individually be referred to as "Party" or together as "Parties".

**2. Purpose of Addendum.** The Customer has entered into an agreement for Enhanced 9-1-1 Service dated on or about 8/11/2013, incorporated herein by this reference ("Underlying Agreement"). The purpose of this Addendum is to memorialize certain non-rate effecting terms applicable to the provision of Service for Customer.

**3. Term of the Addendum.** This Addendum shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Underlying Agreement unless terminated at an earlier date pursuant to the provisions of the Underlying Agreement or pursuant to federal or state statute or rule or regulation.

**4. Special Provisions.**

The following conditions are incorporated into the contract.

**A. Amendments.** Any changes, modifications, revisions or amendments to this Addendum which are not materially rate-effecting and mutually agreed upon by the parties to this Addendum shall be incorporated by written instrument, executed and signed by all parties to this Addendum.

**B. Americans with Disabilities Act.** CenturyLink shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

**C. Applicable Law/Venue.** Except to the extent any dispute may be the within the primary jurisdiction of the Federal Communications Commission ("FCC"), the construction, interpretation and enforcement of the Underlying Agreement shall be governed by the laws of the State of Wyoming. Except to the extent any dispute may be the within the primary jurisdiction of the FCC, the courts of the State of Wyoming shall have jurisdiction over the Underlying Agreement and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming.

**D. Assignment.** This is a retail end user contract. It may be assigned only with the consent of CenturyLink. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

**E. Audit/Access to Records.** The Customer and any of its representatives shall have access to examine any books, documents, papers, and records of CenturyLink which are pertinent to the Underlying Agreement. CenturyLink shall, upon receiving written 30 days notice from the Customer, allow any independent auditor, accountant, or accounting firm to examine books, documents, papers and records of CenturyLink which are pertinent to this Contract at 1801 California Street, Denver, Colorado. All costs incurred in examining and auditing will be the responsibility of the Customer and shall not be reimbursed by CenturyLink. CenturyLink shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Customer.

**F. Availability of Funds.** Customer intends to continue the Underlying Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Underlying Agreement, b) Customer agrees to use all reasonable and lawful

means to secure these appropriations, c) Customer agrees it will not use non-appropriations as a means of terminating the Underlying Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under the Underlying Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate the Underlying Agreement by giving CenturyLink not less than thirty (30) days prior written notice. Upon termination and to the extent of lawfully available funds, Customer shall remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**G. Award of Related Contracts.** The Customer may undertake or award supplemental or successor contracts for work related to this Addendum. CenturyLink shall cooperate fully with other contractors and the Customer in all such cases.

**H. Compliance with Laws.** CenturyLink shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of the Underlying Agreement.

**I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by CenturyLink in the performance of the Underlying Agreement shall be kept confidential by CenturyLink unless written permission is granted by the Customer for its release.

**J. Disputes/Remedies.** In seeking to resolve any dispute relating to the Underlying Agreement, the Customer does not waive its governmental immunity. Except for disputes within the primary jurisdiction of the FCC, any dispute or claim arising out of or relating to the Underlying Agreement may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under the Underlying Agreement.

**K. Extensions.** Nothing in this Addendum shall be interpreted or deemed to create an expectation that the Underlying Agreement will be extended beyond the term described therein. Consistent with FCC rules, as applicable, any extension of this Addendum or the Underlying Agreement shall be initiated by the Customer, and shall be effective only after it is reduced to writing and executed by all parties to the Underlying Agreement. Consistent with FCC rules, as applicable, any agreement to extend this Addendum or the Underlying Agreement shall include, but not necessarily be limited to: an unambiguous identification of the Underlying Agreement being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Underlying Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Underlying Agreement; and, if the duties of either party will be different during the extension than they were under the original Underlying Agreement, a detailed description of those duties.

**L. Independent Contractor.** CenturyLink shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the Customer for any purpose. CenturyLink shall assume sole responsibility for any debts or liabilities that may be incurred by CenturyLink in fulfilling the terms of the underlying, and shall be solely responsible for the payment of all federal, state and local employment taxes relating to CenturyLink's employees which may accrue because of the Underlying Agreement. Nothing in the Underlying Agreement shall be interpreted as authorizing CenturyLink or its agents and/or employees to act as an agent or representative for or on behalf of the Customer, or to incur any obligation of any kind on the behalf of the Customer. CenturyLink agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Customer's employees will inure to the benefit of CenturyLink or its agents and/or employees as a result of the Underlying Agreement.

**M. Kickbacks.** CenturyLink certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with the Underlying Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of the Underlying Agreement, except for commissions payable by CenturyLink to its sales employees. If CenturyLink breaches or violates this warranty, the Customer may, at its discretion, terminate the Underlying Agreement without liability to the Customer, or deduct from the Underlying Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**N. Nondiscrimination.** CenturyLink shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* CenturyLink shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of the Underlying Agreement.

**O. Notices.** Except as permitted by the applicable CenturyLink tariffs, all notices arising out of, or from, the provisions of the Underlying Agreement shall be in writing and given to the parties at the address provided under the Underlying Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

**P. Prior Approval.** Intentionally Omitted.

**Q. Government 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.

**R. Termination of Contract.** This Addendum may be terminated upon thirty (30) days notice for cause if CenturyLink fails to perform in accordance with the terms of this Addendum, provided CenturyLink does not cure the default within such 30-day period. The Customer understands that termination may affect pricing arrangements due to the potential for failure to meet certain volume and term commitments.

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

**T. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in the Underlying Agreement.

**U. Waiver.** The waiver of any breach of any term or condition in the Underlying Agreement shall not be deemed a waiver of any prior or subsequent breach.

**V. Monitor Activities.** The Customer shall have the right to monitor all activities of the CenturyLink related to this Agreement, which shall include, but not be limited to, the right to make site inspections upon reasonable prior notice during normal business hours, to bring experts and consultants ("Agents") on site to examine or evaluate completed work or work in progress, and to observe CenturyLink personnel in every phase of performance of Agreement related work. Where applicable, the Customer and its Agents shall comply with CenturyLink's standard security and safety policies and procedures for facilities access.

**W. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.

**X. Indemnification.** The indemnification provisions set forth in CenturyLink's applicable tariffs shall set forth the respective indemnification obligations of the parties, except that the Customer shall have no indemnification obligations that exceed or are in contravention of any applicable law, including, but not limited to, Wyoming Constitution Article 16, Sections 6 and 7, which prohibit indemnification by the Customer.

**5. Order of Precedence.** In the event of a conflict or inconsistency between any terms of this Addendum and the Underlying Agreement, the order of precedence will be as detailed in the Underlying Agreement, with the following exception: all conditions contained in this Addendum, in particular, but without limitation, 4C Applicable Law/Venue, 4Q Governmental Claims Act and 4X Indemnification shall apply with full force and effect to the Underlying Agreement and all services, and shall take precedence over any other contrary language.

**6. Enforceability.** In accordance with the requirements of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, CenturyLink cannot agree to provide services upon terms and conditions that vary from the provisions of the applicable tariffs on file with the FCC. Customer understands that if any term of this Addendum may be construed as materially rate-affecting such term is not enforceable.

**7. Signatures.** IN WITNESS THEREOF, the parties to this Addendum through their duly authorized representatives have executed this Addendum to the Underlying Agreement between the Customer and CenturyLink, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions as set forth herein.

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

**Approved as to form:**

\_\_\_\_\_  
City of Casper, Wyoming, a municipal corporation \_\_\_\_\_ Date

\_\_\_\_\_  
Kenyne Schlager, Mayor \_\_\_\_\_ Date

**Qwest Corporation d/b/a CenturyLink QC**

\_\_\_\_\_  
Date \_\_\_\_\_

**Manager Offer Management**



City of Casper Police Dept  
 201 N David & 2140 E 12th St  
 Casper, WY 82601  
 Michael Szewczyk

28-Jun-13



Prepared by Pam Fitzpatrick

Budgetary Pricing

	Service Description	USOC	Quantity	%	Monthly Each	Monthly Total	Non-Recurring Each	Non-Recurring Total
<b>CenturyLink CO - ES Trunk</b>								
ES Trunks - Per CenturyLink Central office	ES-Fixed Data Mileage	XU9E6	4	100%	\$ 20.00	\$ 80.00	\$ -	\$ -
	ES- Variable Mileage 141 ea	XE9EF	564	100%	\$ 0.25	\$ 141.00	\$ -	\$ -
Casper to Cheyenne SR	Control Office Trunk Term	SR61X	4	100%	\$ 7.11	\$ 28.44	\$ -	\$ -
141 Miles	ANI Per Trunk	D98	4	100%	\$ 8.05	\$ 32.20	\$ -	\$ -
	Channel Performance Voice	CE91X	4	100%	\$ 8.00	\$ 32.00	\$ -	\$ -
	NAC Voice	XCD2X	4	100%	\$ 19.75	\$ 79.00	\$ -	\$ -
							\$ -	\$ -
<b>RT Communications - ES trunk</b>								
ES Trunks - Per RT Communications	ES-Fixed Data Mileage	XU9E6	2	100%	\$ 20.00	\$ 40.00	\$ -	\$ -
	ES-Variable Mileage 173 ea	XE9EF	346	94%	\$ 0.25	\$ 81.31	\$ -	\$ -
Midwest to Cheyenne SR	Control Office Trunk Term	SR61X	2	100%	\$ 7.11	\$ 14.22	\$ -	\$ -
173 Miles	ANI Per Trunk	D98	2	100%	\$ 8.05	\$ 16.10	\$ -	\$ -
	Channel Performance Voice	CE91X	2	100%	\$ 8.00	\$ 16.00	\$ -	\$ -
	NAC Voice	XCD2X	2	100%	\$ 19.75	\$ 39.50	\$ -	\$ -
<b>ALI DATA CIRCUIT - 201 N David</b>								
ALI Circuit to Casper SR	Channel Performance Data	CE9LX	1	100%	\$ 16.00	\$ 16.00	\$ -	\$ -
0 Miles	NAC Data	XCD4X	1	100%	\$ 39.50	\$ 39.50	\$ -	\$ -
	Fixed Data Mileage	XU9E6	0	100%	\$ 20.00	\$ -	\$ -	\$ -
	Data Variable Mileage	XE9EF	0	100%	\$ 0.25	\$ -	\$ -	\$ -
ALI Circuit to Cheyenne SR	Channel Performance Data	CE9LX	1	100%	\$ 16.00	\$ 16.00	\$ -	\$ -
141 Miles	NAC Data	XCD4X	1	100%	\$ 39.50	\$ 39.50	\$ -	\$ -
	Fixed Data Mileage	XU9E6	1	100%	\$ 20.00	\$ 20.00	\$ -	\$ -
	Data Variable Mileage	XE9EF	141	100%	\$ 0.25	\$ 35.25	\$ -	\$ -
<b>ALI DATA CIRCUIT - 2140 E 12th St</b>								
ALI Circuit to Casper Node	Channel Performance Data	CE9LX	1	100%	\$ 16.00	\$ 16.00	\$ 35.00	\$ 35.00
0 Miles	NAC Data	XCD4X	1	100%	\$ 39.50	\$ 39.50	\$ 260.00	\$ 260.00
	Fixed Data Mileage	XU9E6	0	100%	\$ 20.00	\$ -	\$ -	\$ -
	Data Variable Mileage	XE9EF	0	100%	\$ 0.25	\$ -	\$ -	\$ -
ALI Circuit to Cheyenne Node	Channel Performance Data	CE9LX	1	100%	\$ 16.00	\$ 16.00	\$ 35.00	\$ 35.00
141 Miles	NAC Data	XCD4X	1	100%	\$ 39.50	\$ 39.50	\$ 100.00	\$ 100.00
	Fixed Data Mileage	XU9E6	1	100%	\$ 20.00	\$ 20.00	\$ 35.00	\$ 35.00
	Data Variable Mileage	XE9EF	219	100%	\$ 0.25	\$ 35.25	\$ -	\$ -
<b>PSAP - 201 N David</b>								
PSAP	Qwest ALI per 100 ACCESS LINES	ERN	350	100%	\$ 4.87	\$ 1,704.50	\$ -	\$ -
	Independent - Telco ALI per 100	EHV	7	100%	\$ 4.71	\$ 32.97	\$ -	\$ -
	EM Trunk - Outgoing from PSAP to SR							
	Wireless & Wireline	SR6OX	3	100%	\$ 7.11	\$ 21.33	\$ -	\$ -
EM TRUNKS	Channel Performance Voice	CE91X	3	100%	\$ 8.00	\$ 24.00	\$ -	\$ -
	Nac Voice	XCD2X	3	100%	\$ 19.75	\$ 59.25	\$ -	\$ -
(Selective Router to PSAP)	Fixed Trunk Mileage	XU9E6	3	100%	\$ 20.00	\$ 60.00	\$ -	\$ -
141 miles to Cheyenne	Variable Trunk Mileage 141 mi ea	XE9EF	423	100%	\$ 0.25	\$ 105.75	\$ -	\$ -
	CALC	9ZR	3	100%	\$ 9.20	\$ 27.60	\$ -	\$ -
	Access Recovery	9ZR42	3	100%	\$ 1.00	\$ 3.00	\$ -	\$ -
<b>PSAP - 2140 E 12th St</b>								
	EM Trunk - Outgoing from PSAP to SR							
	Wireless & Wireline	SR6OX	3	100%	\$ 7.11	\$ 21.33	\$ 26.77	\$ 80.31
EM TRUNKS	Channel Performance Voice	CE91X	3	100%	\$ 8.00	\$ 24.00	\$ 35.00	\$ 105.00
	Nac Voice	XCD2X	3	100%	\$ 19.75	\$ 59.25	\$ 260.00	\$ 460.00
(Selective Router to PSAP)	Fixed Trunk Mileage	XU9E6	3	100%	\$ 20.00	\$ 60.00	\$ 35.00	\$ 105.00
219 Miles to Cheyenne	Variable Trunk Mileage 141 mi ea	XE9EF	423	100%	\$ 0.25	\$ 105.75	\$ -	\$ -
	CALC	9ZR	3	100%	\$ 9.20	\$ 27.60	\$ -	\$ -
	Access Recovery	9ZR42	3	100%	\$ 1.00	\$ 3.00	\$ -	\$ -
	<b>Total Contracted Rate</b>					<b>\$ 3,271.60</b>		<b>\$1,215.31</b>
<b>Wireless E911 - Month to Month Service Only</b>								
Selective Router Incoming Per Wireless Carrier (Minimum 2 per Carrier) ***		EBW1X	4	100%	\$ 9.49	\$ 37.96	\$ -	\$ -
Per 100 Wireless customers ***		EBWEX	546	100%	\$ 10.49	\$ 5,727.54	\$ -	\$ -
Phase II (Per PSAP)		WR9	1	100%	\$ 105.38	\$ 105.38	\$ -	\$ -
Total						\$ 5,870.88	\$ -	\$ -
Verizon & Alltel								
<b>Make Busy Key - Month to Month Service Only - 201 N David</b>								
Make Busy Scan Point		PHY	1	100%	\$11.11	\$11.11		
<b>Make Busy Key - Month to Month Service Only - 2140 E 12th St</b>								
Make Busy Scan Point		PHY	1	100%	\$11.11	\$11.11		

RESOLUTION NO. 13-215

A RESOLUTION AUTHORIZING A CONTRACT WITH QWEST CORPORATION, D/B/A CENTURYLINK QC, TO PROVIDE CENTURYLINK ENHANCED 9-1-1 SERVICE.

WHEREAS, the City of Casper desires to continue and maintain 9-1-1 phone service with the current vendor; and,

WHEREAS, Qwest Corporation, d/b/a Centurylink QC, is willing and able to provide such 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 Qwest Corporation, d/b/a Centurylink QC, to provide 9-1-1 services.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

August 13, 2013

MEMO TO: John C. Patterson, City Manager  
FROM: Chris Walsh, Police Chief  
SUBJECT: Contract Amendment: 9-1-1 Phone System Replacement

Recommendation:

That Council, by resolution, authorize an amendment to the contract with Information Systems Consulting (ISC), Inc., of Casper, Wyoming, for the purchase and installation of a new 9-1-1 phone system.

Summary:

In April of this year, the City entered into a contract with ISC for a new 9-1-1 phone system. The upgrade included an additional server to be located at Fire Station #3, which would also be capable of handling 9-1-1 and other public safety calls. In order to have the lines installed at the fire station, Centurylink is requiring the City to enter into an updated 9-1-1 service agreement, after which it will take four to six weeks for the lines to be available. The amendment modifies the contract completion date to November 1, 2013, which will provide enough time for installation and testing after Centurylink has finished its portion.

A resolution and contract have been prepared for consideration.

**AMENDMENT NO. 1 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 5 day of August, 2013, 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. Information Systems Consulting (“Contractor”), 401 East E Street, Casper, WY, 82601.

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

**RECITALS**

A. On April 16th, 2013, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for the installation of a new 911 phone system.

B. The contract completion date was scheduled for August 1, 2013, and an extension of time is necessary to coordinate this project with work being performed by another vendor.

**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 PART I –, SECTION 2 TIME OF PERFORMANCE.**

Under Part I, Section 2. Time of Performance, the completion date is hereby changed to the 1<sup>st</sup> day of November, 2013.

**3. RATIFICATION**

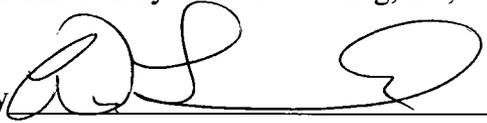
The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

**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:

Will Trent

CONTRACTOR  
Information Systems Consulting, Inc,

By 

Printed Name: Win FARNSWORTH

Title: CEO

CITY OF CASPER, WYOMING  
A Municipal Corporation

Kenye Schlager  
Mayor

RESOLUTION NO. 13-216

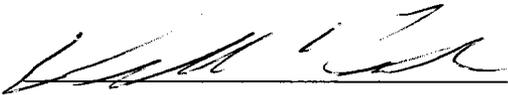
A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH INFORMATION SYSTEMS CONSULTING, INC. TO PROVIDE A REPLACEMENT 9-1-1 PHONE SYSTEM.

WHEREAS, the City of Casper and Information Systems Consulting Inc. both desire to revise the completion date to November 1, 2013, for the above referenced contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an amendment to the *Contract for Professional Services* for installing a replacement 9-1-1 phone system.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 30, 2013

MEMO TO: John C. Patterson, City Manager  
FROM: Chris Walsh, Chief of Police  
SUBJECT: Purchase of Motorola Mobile Radios for Four (4) Police SUV's

Recommendation:

That Council, by minute action, authorize the purchase of four (4) Motorola dual band radios with accompanying equipment from Motorola Solutions, in the amount of \$26,757.20, for use in four (4) of the department's replacement vehicles.

Summary:

The Casper Police Department has an ongoing partnership with Motorola Solutions and ComTech, Inc., for the purchase of these highly-specialized mobile radios currently in use in the department vehicles. A sole source purchase with this vendor, for the same equipment, was recently approved by Council for the new fleet.

These 4 radios will be installed in the new replacement vehicles that are currently on order.

Funding for this purchase will come from the Police Department's Capital Equipment Cost Center.



Quote Number: QU0000240918  
 Effective: 24 JUL 2013  
 Effective To: 22 SEP 2013

**Bill-To:**  
 CASPER POLICE DEPT, CITY OF  
 201 N DAVID ST  
 CASPER, WY 82601  
 United States

**Ultimate Destination:**  
 CASPER POLICE DEPT, CITY OF  
 201 N DAVID ST  
 CASPER, WY 82601  
 United States

**Attention:**  
**Name:** ROBIN TUMA  
**Phone:** 3072328870

**Sales Contact:**  
**Name:** Carla Wise  
**Email:** carla@comtechradio.com  
**Phone:** 307-382-5663

**Contract Number:** WYOLINK  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	4	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	\$2,272.00	\$1,704.00	\$6,816.00
1a	4	W22BA	ADD: PALM MICROPHONE	\$72.00	\$54.00	\$216.00
1b	4	W81AQ	ADD: KEY LOCK MOUNT APX	\$33.00	\$24.75	\$99.00
1c	4	GA00259AA	ADD: LIGHT BAR CONTROL BOX	\$250.00	\$187.50	\$750.00
1d	4	GA00260AA	ADD: CABLE URC TO TRANSCEIVER	\$15.00	\$11.25	\$45.00
1e	4	G806BE	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$386.25	\$1,545.00
1f	4	GA00308AA	ADD: VHF MP SECONDARY BAND	\$400.00	\$300.00	\$1,200.00
1g	4	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	\$600.00	\$450.00	\$1,800.00
1h	4	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-	-
1i	4	G625AP	ADD: DES/DES-XL/DES-OFB ENCRYPTION	\$599.00	\$449.25	\$1,797.00
1j	4	G78AR	ENH: 2 YR SFS LITE	\$158.00	\$158.00	\$632.00
1k	4	GA00245AA	ADD: O9 CONTROL HEAD	\$1,200.00	\$900.00	\$3,600.00
1l	4	G444AE	ADD: CONTROL HEAD SOFTWARE	-	-	-
1m	4	G67BK	ADD: REMOTE MOUNT MID POWER	\$297.00	\$222.75	\$891.00
1n	4	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
1o	4	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$45.00	\$180.00
1p	4	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,125.00	\$4,500.00
1q	4	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ	\$14.00	\$10.50	\$42.00
1r	4	G629AB	1/4 WAVE BROADBAND ANT 146-174	\$64.00	\$48.00	\$192.00
1s	4	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$900.00
2	4	TT2592A	WHELEN/MOTOROLA SIREN	\$395.00	\$296.25	\$1,185.00
2a	4	TT05707AA	SIREN HARDWARE INSTALL KIT	\$20.00	\$15.00	\$60.00
2b	4	TT05708AA	SIREN TO RADIO CABLE	\$65.00	\$48.75	\$195.00
3	4	HKN6196B	CABLE, VIP	\$33.00	\$28.05	\$112.20

**Total Quote in USD**

**\$26,757.20**

July 30, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Chris Walsh, Chief of Police

SUBJECT: Purchase from COBAN Technologies, Inc.

Recommendation:

That Council, by Minute Action, authorize the purchase of mobile data computing and video systems for four (4) vehicles from COBAN Technologies, Inc., in the amount of \$38,200, as part of the associated equipment required to outfit the new patrol vehicles.

Summary:

COBAN mobile data computing and video systems are currently in use in all the Casper Police Department patrol vehicles as part of the approved standard equipment, and are not available through third party vendors. Installation will be performed by Communications Technologies, Inc.

The attached quote includes the COBAN equipment for four (4) new Ford Interceptor Sedans, a one-year warranty and two days of on-site service at no extra charge, and an additional 2<sup>nd</sup> and 3<sup>rd</sup> year extended hardware/software warranty, for a total cost of Thirty Eight Thousand, Two Hundred Dollars (\$38,200).

Funding for this purchase will come from the Police Department's Capital Equipment Cost Center.



COBAN Technologies, Inc.  
 11375 W. Sam Houston Pkwy S., Suite 800  
 Houston, TX 77031-2348  
 TEL: 281-925-0488, FAX: 281-925-0535

## SALES QUOTE

Quote No.: 12924  
 Date: 7/23/2013  
 Page: 1 of 1

Bill to: Attn: Scott Hoffman  
 Casper Police Department (Casper, WY)  
 200 North David St  
 Ste 210  
 Casper, WY 82601  
 Phone:307-235-8260

Ship to: Attn: Scott Hoffman  
 Casper Police Department (Casper, WY)  
 200 North David St  
 Ste 210  
 Casper, WY 82601  
 Phone:307-235-8260

Account No.: 0000004009	Your P/O No.: SCOTT HOFFMAN	Terms: Net 30
Sales Rep : GW	Shipping Via: FedEx Ground	Due Date: 8/22/13

Line	Item Number	Description	Quantity	Unit Price	Extended
1	SYSM7-02	TITAN M7V VIDEO MOBILE DATA COMPUTER 128GB	4	7,800.00 /KT	31,200.00
2	SCOPT-31	OPT- DETACHED WIDE ANGLE IR CAMERA	4	250.00 /KT	1,000.00
3	SCOPT-04	OPT- CRASH SENSOR	4	50.00 /KT	200.00
4	SCOPT-14	OPT- WIRED VISOR MOUNT ETHERNET PORT	4	50.00 /KT	200.00
5	SCOPT-21	OPT- 802.11A/G SHARKFIN	4	150.00 /KT	600.00
6	SCOPT-01	OPT- GPS	4	250.00 /KT	1,000.00
7	MAM7-01	A- TITAN M7 Mount, CPU / Monitor, Keyboard/Camera/Power Supply mount only - CPU Mount - Camera Mount - Power Supply Mount - Keyboard and Monitor Plate Coban does not provide any mounts below the keyboard, department will need to provide its own pedestal / pole.	4	150.00 /KT	600.00
8	WLIC-01	COBAN DVMS SOLUTION	4	250.00 /KT	1,000.00
9	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2nd yr DVMS Maintenance	4	250.00 /KT	1,000.00
10	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 3rd yr DVMS Maintenance	4	250.00 /KT	1,000.00
11	LFEE-050	SHIPPING- In-Car Equipment	4	100.00 /KT	400.00

Sub Total: 38,200.00

Sales Tax:

Total Amount: 38,200.00

Balance:	38,200.00
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August 15, 2013

MEMO TO: John C. Patterson, City Manager  
FROM: Doug Follick, Leisure Services Director  
SUBJECT: Leisure Services Advisory Board Appointment

Recommendation:

That Council, by minute action, authorize the appointment of David LaPlante to the Leisure Services Advisory Board (LSAB).

Summary:

Mr. LaPlante would be appointed to an unexpired term set to expire December 31, 2014. This term became vacant with the recent passing of Dale Volker. Mr. Volker was serving a three-year term that began January 1, 2012.

Mr. LaPlante was interviewed by Council on August 13, 2013.

July 31, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Doug Follick, Leisure Services Director   
Alan Kieper, Special Facilities Manager  
Tom Spangler, Ski Area Superintendent

SUBJECT: Sole Source Purchase of Two (2) Snow Guns 

Recommendation:

That Council, by minute action, approve the sole source purchase of two (2) new Supercrystal Snow Guns, from HKD Turbo Snowmakers, Quebec, Canada in the amount of \$73,500.

Summary:

A quote of \$73,500 was received from HKD Turbo Snowmakers, Quebec, Canada for two (2) new Supercrystal semi auto electric Fan Gun Snow Guns. The quote for both guns includes 4 wheeled carriage, lifting frame, 1 year warranty, and product delivery. The price quote for this equipment purchase is firm until August 30, 2013. The two new snow guns will replace two (2) 30 year old diesel powered snow guns, and be used at the Hogadon Ski Area, along with 4 refurbished Turbo Crystal Snow Guns, for early and in-season snowmaking, as weather conditions allow.

The reasons for sole sourcing the Supercrystal Snow Guns are:

- Staying with the same manufacturer of our four (4) refurbished Turbo Crystal Fan Gun Snow Guns allowing us to interchange newer nozzles and spare parts with our older units.
- Currently, our four (4) older Turbo Crystal Fan Gun Snow Guns are being refurbished with newer nozzles that will give us the ability to make snow in a wider temperature range.
- The on-board compressors that power the 2 new snow guns, and our 4 older snow guns, are also interchangeable; allowing for operational flexibility should one of the guns have problems, and we need to change-out parts without exchanging the entire gun.
- HKD Turbo Snowmakers is located in Quebec, Canada, but a manufacturer's representative is located in Colorado with the parts inventory that can support both the new and old snow gun equipment.
- We are purchasing the guns directly from the manufacturer through their representative in Colorado.

The funding for the purchase of the two (2) new Supercrystal Snow Guns will come from one-time monies allocated by the City Council for this purchase.