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## REGULAR COUNCIL MEETING

Tuesday, December 2, 2014

6:00 p.m.

### COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. Smoking is Not Permitted.
- IV. Use of Cellular Telephones is Not Permitted, and Such Telephones Shall Be Turned Off or Otherwise Silenced During the Council Meeting.
- V. The Hearing Impaired Are Encouraged to Contact the City Manager's Office No Later Than 12:00 Noon on the Monday Preceding the Council Meeting, if Assistance is Required.
- VI. Wheelchair Bound Members of the Public Are Encouraged to Contact the City Manager's Office No Later than 12:00 Noon on the Monday Preceding the Council Meeting, if Additional Handicapped Parking is Required.
- VII. Speaking to the City Council Clearly State Your Name and Address.
  - Clearly State Your Name and Address.
  - Please Keep Your Remarks Pertinent to the Issue Being Considered by the City Council or the Issue You are Presenting.
  - Your Presentation Will Be limited to a Maximum of Five Minutes.
  - 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. The City Council Understands Your Passion and Conviction for the Issue you are Speaking Upon. However, the City Council Urges You to Speak with Civility and Decorum.
  - The City Council Will Not Respond to Any Comments Made By Speakers Concerning Personnel Matters Related to City Employees. Any Such Comments will be Referred to the City Manager.
  - Questions Posed by Speakers May, or May Not be Responded to by Council Members.
  - Willful Disruption of, or the Breach of the Peace at a Council Meeting by any Individual or Group of Individuals may Result in the Removal of any Such Individual or Group from the Council Chambers.  
(These Guidelines Are Also Posted at the Podium in the Council Chambers)

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE NOVEMBER 18, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 28, 2014
4. CONSIDERATION OF BILLS AND CLAIMS
5. PRESENTATION TO JUSTIN SMITH FOR FIRE MARSHAL STATUS
6. ESTABLISH DATE OF PUBLIC HEARING
  - A. Minute Action
    1. Establish December 16, 2014, as the Public Hearing Date for Consideration of:
      - a. Amending Section 17.94.130 of the Casper Municipal Code to **Allow Roof Signage** in the **OYDSPC** (Old Yellowstone District and South Poplar Street Corridor) Form Based Code.
    2. Establish February 17, 2015, as the Public Hearing Date for Consideration of:
      - a. **Annual Renewal of Liquor Licenses** for the License Year April 1, 2015 through March 31, 2016.
7. PUBLIC HEARINGS
  - A. Ordinance
    1. Annexation of the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6<sup>th</sup> P.M., Natrona County, Wyoming, Being Referred to as “**The Open Space Addition,**” Generally Located South of **East 2<sup>nd</sup> Street, and West of The Heights Addition;** and Rezoning said Property from UA (Urban Agriculture) to City Zoning Classification PUD (Planned Unit Development).
    2. Rezoning of **Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV,** Located **East of South McKinley Street at the Intersection of East 26<sup>th</sup> Street,** from R-3 (One to Four Unit Residential) to R-4 (High-Density Residential).

7. PUBLIC HEARINGS (continued)

A. Ordinance

3. Rezoning of **Harmony Hills Addition**, From PUD (Planned Unit Development) to R-2 (One Unit Residential); and a Vacation and Replat of a Portion of **Sunrise Hills No. 9** and Lots 18-21, **Garden Creek Hills Patio Homes No. 1** Comprising 4.217-acres, More or Less, Generally Located at **Goodstein Drive and Walnut Street**.

B. Resolution

1. Sale of the 1984 Emergency One **Fire Engine** and the **Thermal Imaging Camera** to **Casper College**.

C. Minute Action

- a. **Cancel Public Hearing** for Consideration of the Same.

1. Amending Section 17.94.130 of the Casper Municipal Code to **Allow Roof Signage** in the **OYDSPC** (Old Yellowstone District and South Poplar Street Corridor) Form Based Code.

8. THIRD READING ORDINANCE

- A. Amending **Chapters 17.08 and 17.96** of the Casper Municipal Code Pertaining to **Digital Signage**.

1. Amendment

9. RESOLUTIONS

A. Consent

1. Authorizing the Mayor to Sign the November 2014 State **Small Business Credit Initiative** Certificate of Performance and Representations and Warranties Letter for Third Funding Disbursement.
2. Approving a Consent for an **Alternate Point of Diversion of Water** on the **Stroud Ditch** for East Elkhorn Ranch, LLC.
3. Authorizing a **Grant Agreement** with the Wyoming Office of Homeland Security in the Amount of \$100,000, for the Purchase of **Hazardous Materials/Weapons of Mass Destruction Response Equipment** and Training.

9. RESOLUTIONS (continued)

A. Consent

4. Authorizing a **Sub-Area** Plan for Portions of the **Park Ridge Medical Campus Additions**, Numbers 1-3, Located in the McMurry Business Park PUD, Generally Located North of East 2<sup>nd</sup> Street and West of Hat Six Road.
5. Authorizing Agreement with **GSG Architecture**, in the Amount of \$139,340, for the **Rec Center Facilities Upgrades Project**.
6. Authorizing Agreement with **The Slide Experts**, in the Amount of \$37,000, for the **Aquatic Center Slide Resurfacing Project**.
7. Authorizing Agreement with **Civil Engineering Professionals, Inc.**, in the Amount of \$678,400, for Engineering Services for the **East Casper Zone III Water System Improvements Project**.
8. Approving Support for the **Community Health Center of Central Wyoming's (CHCCW) Federal 330 Grant Renewal**.

10. MINUTE ACTION

A. Consent

1. Authorizing the Appointment of Ted Rasmussen and the Reappointment of David LaPlante and Dr. James Rupp to the **Leisure Services Advisory Board (LSAB)**.
2. Authorizing the Appointments of Doug Follick, Ben Schrader, and Robert (Bob) Chynoweth to the **Amoco Reuse Agreement Joint Powers Board (ARAJPB)**.

11. COMMUNICATIONS

A. From Persons Present

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

13. 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

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

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

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Bertoglio, to, by minute action, approve the minutes of the November 4, 2014, regular Council meeting, as published in the Casper-Star Tribune on November 15, 2014. Passed.

Moved by Councilman Schlager, seconded by Councilman Hedquist, to, by minute action, approve payment of the November 18, 2014, bills and claims, as audited by City Manager Patterson. Passed.

Bills & Claims  
11/18/14

71Construction	Projects	\$208,398.63
AAALandscaping	Services	\$854.15
AakerSigns	Goods	\$743.51
ACSGovtSys	Goods	\$15,740.00
AMBI	Services	\$196.49
Ameritech	Services	\$741.35
AvonInternationalSafety	Goods	\$6,417.77
Balefill	Services	\$40,509.38
BBruegger	Refund	\$56.23
BTolar	Refund	\$55.74
Burns&McDonnellEngineering	Services	\$9,055.55
BWnuk	Reimb	\$47.00
C/AFlores	Refund	\$26.26
CasperEventsCenter	Services	\$815.63
CasperIceArena	Services	\$1,260.00
CasperPolice	Services	\$18.90
CasperPubUtilities	Services	\$120.76
CasperSoccerClub	Funding	\$611.11
CentralPaint&Body	Services	\$2,818.44
Centurylink	Services	\$16,690.07
CHenry	Reimb	\$61.00
CityofCasper	Services	\$20,427.70
CivilEngineeringProfessionals	Projects	\$2,774.20
CLake	Reimb	\$291.82
CMcCain	Reimb	\$171.53
CNICHealthSolutions	Services	\$73,397.28

CommTech	Goods	\$3,815.00
Comtronix	Services	\$673.85
CtrlWySrSvcs	Funds	\$6,600.00
DCourtade	Reimb	\$500.00
DeckerAutoGlass	Goods	\$442.11
Dell	Goods	\$1,050.82
DeltaDental	Services	\$38,213.94
DQLandService	Services	\$334.88
DRuiz	Services	\$90.00
FirstInterstateCreditCard	Services	\$1,527.48
FirstInterstatePettyCash	Goods	\$322.94
FremontMotorCasper,Inc	Goods	\$19,809.80
FrnkJZamboniCo	Goods	\$101,550.00
GeorgeTSanders	Goods	\$41.52
Good2GoStores	Goods	\$428.00
GovtJobs	Services	\$7,605.00
HaassConstruction	Projects	\$123,319.50
Hach	Goods	\$7,068.00
HewlettPackard	Goods	\$2,047.08
Homax	Goods	\$60,202.00
IceBuilders	Projects	\$105,597.84
InbergMillerEngineers	Services	\$1,058.00
InteractiveHealth	Services	\$2,445.00
InternationalColiseums	Projects	\$21,679.93
Intrafinity	Contract	\$15,000.00
JD/LKing	Refund	\$50.85
JDiorio	Refund	\$22.20
JTLGroup	Services	\$32,200.41
KEnders	Refund	\$15.00
KFlanigan	Refund	\$172.57
KSkaggs	Refund	\$58.18
KVR	Services	\$4,349.35
LINA	Services	\$300.41
LRiddle	Refund	\$20.00
Mastercard	Services	\$1,198.84
McMurryReadyMix	Goods	\$1,105.00
MDawson	Refund	\$60.53
MHess	Reimb	\$56.00
Microsoft	Services	\$1,953.00
MillsPolice	Services	\$66.00
MKirchnavy	Refund	\$57.69
MMosteller	Reimb	\$100.00
MPIWarehouse	Goods	\$285.00
MThompson	Reimb	\$94.00
NatlDevelopmentCouncil	Services	\$833.33
NBSBenefits	Services	\$401.20
NC Clerk	Services	\$222.00

NCS D	Goods	\$2,622.50
NCSheriffsOffice	Funding	\$66.00
NDesourdy	Refund	\$60.00
NevesUniforms	Goods	\$214.90
NKaiser	Reimb	\$234.56
NorthParkTransport	Services	\$82.91
RamshornConstruction	Projects	\$149,587.36
RegionalWater	Services	\$335,925.27
RexRobertsonCompInc	Refund	\$30.00
RLarson	Refund	\$40.02
RWeant	Reimb	\$62.97
RYoung	Reimb	\$112.55
SBurnell	Refund	\$20.62
SeniorPatientAdvocates	Services	\$900.00
SLOW	Reimb	\$146.86
SportSystemsUnlimited	Projects	\$123,705.00
SShipman	Reimb	\$79.20
StantecConsultingSvcsInc	Projects	\$10,565.35
Stotz	Goods	\$70,745.14
SuperiorStructures	Goods	\$1,552.11
SWirtz	Reimb	\$194.00
TElhart	Reimb	\$328.28
TretoConstruction	Projects	\$6,145.00
UntdWayNC	Misc	\$3,500.00
VentureTechnologies	Goods	\$3,109.30
Verizon	Services	\$122.05
WardwellWater&SewerDistrict	Services	\$52.70
WesternWaterConsult	Services	\$45,443.75
WestnetInc	Services	\$15,738.07
WestPlainsEngineering	Services	\$1,450.00
WLuben	Reimb	\$46.16
WolfGang	Services	\$3,833.33
WorthingtonLenhart&Carpenter	Services	\$20,581.25
WrightBrothers	Projects	\$109,111.95
WShain	Refund	\$19.56
WyDeptEmployment	Services	\$11,218.47
WyDeptRevenue	Taxes	\$11,977.27
WyLawEnforcementAcademy	Services	\$281.00
WYSpecOlympics	Funding	\$5,055.56
WYWtrQlty	Goods	\$310.00
		\$1,902,615.77

Bill Edwards and Tom Brauer, both of the Casper Area Economic Development Alliance, read a resolution of support and acknowledged the efforts of John Patterson in promoting economic development in the City of Casper.

Moved by Councilman Cathey, seconded by Councilman Powell, to, by minute action: establish December 2, 2014, as the public hearing date for the consideration of

- a. Sale of the 1984 Emergency One Fire Engine and the thermal imaging camera to Casper College;
- b. Annexation of the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6<sup>th</sup> P.M., Natrona County, Wyoming, being referred to as “The Open Space Addition,”; and rezoning said property from UA (Urban Agriculture) to city zoning classification PUD (Planned Unit Development);
- c. Rezoning of Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV, from R-3 (One to Four Unit Residential) to R-4 (High-Density Residential);
- d. Rezoning of Harmony Hills Addition, from PUD (Planned Unit Development) to R-2 (One Unit Residential); and a vacation and replat of a portion of Sunrise Hills No. 9 and Lots 18-21, Garden Creek Hills Patio Homes No. 1;
- e. Amending Section 17.94.130 of the Casper Municipal Code to Allow Roof Signage in the OYDSPC (Old Yellowstone District and South Poplar Street Corridor) Form Based Code; and;

establish January 20, 2014, as public hearing date for consideration of annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of The Open Space Addition complies with W.S. 15-1-402. Passed.

Mayor Meyer opened the public hearing for the consideration of the annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the north 703 feet of Tract 13 of the Rocky Mountain Packing subdivision complies with W.S. 15-1-402.

City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report on all three of the related public hearings.

There being no one to speak for or against the issues involving the Rocky Mountain Packing subdivision, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 14 -282  
A RESOLUTION FINDING FACTS PURSUANT TO  
WYOMING STATUTE 15-1-402 REGARDING THE  
ANNEXATION OF THE NORTH 703 FEET OF TRACT  
13 OF THE ROCKY MOUNTAIN PACKING  
SUBDIVISION.

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

Following ordinance read:

ORDINANCE NO. 24-14  
AN ORDINANCE APPROVING THE ANNEXATION  
AND ZONING AS M-2 (GENERAL INDUSTRIAL), OF  
THE NORTH 703 FEET OF TRACT 13 OF THE ROCKY  
MOUNTAIN PACKING SUBDIVISION; AND ALSO  
APPROVING THE ASSOCIATED ANNEXATION  
AGREEMENT.

WHEREAS, Kevin Kalies has applied to annex, and zone as M-2 (General Industrial), a 3.939-acre, more or less, parcel located at 700 Hereford Lane, being described as the North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and the zoning following a public hearing on August 26, 2014.

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

SECTION 1:

The annexation of the North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision 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 Annexation Agreement between the City of Casper and Kevin Kalies is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 3:

The North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision is hereby zoned M-2 (General Industrial).

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 7<sup>th</sup> day of October, 2014.

PASSED on 2nd reading the 21<sup>st</sup> day of October, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 18<sup>th</sup> day of November, 2014.

Councilman Hopkins presented the foregoing ordinance for adoption, on third reading. Seconded by Councilman Cathey. Passed.

Moved by Councilman Schlager, seconded by Councilman Sandoval, to, by minute action, cancel the public hearing for the consideration of the annexation compliance of the DMK Subdivision. Passed.

Mayor Meyer opened the public hearing for the consideration of the annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of Tracts No. 8, 8B, 9, 10, 11, and 12, excepting the north 109.47 feet of Tracts No. 8 and 9 of the Rocky Mountain Packing subdivision complies with W.S. 15-1-402.

City Attorney Luben entered two (2) exhibits.

There being no one to speak for or against the issues involving the Rocky Mountain Packing subdivision, the public hearing was closed.

Following resolution read:

**RESOLUTION NO. 14-283**

**A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF TRACTS NO. 8, 8B, 9, 10, 11, AND 12 OF ROCKY MOUNTAIN PACKING SUBDIVISION EXCEPTING THE NORTH 109.47 FEET OF TRACTS NO. 8 AND 9.**

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

Following ordinance read:

**ORDINANCE NO. 26-14**

**AN ORDINANCE APPROVING THE ANNEXATION OF TRACTS NO. 8, 8B, 9, 10, 11, AND 12 OF ROCKY MOUNTAIN PACKING SUBDIVISION, EXCEPTING THE NORTH 109.47 FEET OF TRACTS NO. 8 AND 9; AND ZONING SAID PROPERTY AS M-2 (GENERAL INDUSTRIAL); AND ALSO APPROVING THE ASSOCIATED ANNEXATION AGREEMENT**

WHEREAS, T/K Investments has applied to annex, and zone as M-2 (General Industrial), a 6.09 -acre, more or less, parcel located east of Hereford Lane and south of Bryan Evansville Road, being described as Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and the zoning following a public hearing on August 26, 2014.

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

SECTION 1:

The annexation of Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9, 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 Annexation Agreement between the City of Casper and T/K Investments is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 3:

Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9, shall be zoned M-2 (General Industrial).

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 7<sup>th</sup> day of October, 2014.

PASSED on 2nd reading the 21<sup>st</sup> day of October, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 18<sup>th</sup> day of November, 2014.

Councilman Hedquist presented the foregoing ordinance for adoption, on third reading. Seconded by Councilman Sandoval. Passed.

Mayor Meyer opened the public hearing for the consideration of the annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the Kinco Addition complies with W.S. 15-1-402.

City Attorney Luben entered two (2) exhibits.

There being no one to speak for or against the issues involving the Kinco Addition, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 14-284  
A RESOLUTION FINDING FACTS PURSUANT TO  
WYOMING STATUTE 15-1-402 REGARDING THE  
ANNEXATION OF THE KINCO ADDITION TO THE  
CITY OF CASPER.

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

Following ordinance read:

ORDINANCE NO. 27-14  
AN ORDINANCE APPROVING THE ANNEXATION  
AND REPLAT CREATING THE KINCO ADDITION;  
THE ZONING OF SAID PROPERTY AS M-2  
(GENERAL INDUSTRIAL); AND ALSO APPROVING  
THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, Kinco Investments, LLC has applied to annex the northerly 109.47 feet of Tracts 8 and 9 of Rocky Mountain Packing Subdivision; and to vacate and replat of all of Tract 7B of Shoshone Addition to the City of Casper to create the Kinco Addition to the City of Casper; and to zone said Kinco Addition as M-2 (General Industrial); and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and the zoning following a public hearing on August 26, 2014.

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

SECTION 1:

The annexation of the northerly 109.47 feet of Tracts 8 and 9 of Rocky Mountain Packing Subdivision; and a vacation and replat of all of Tract 7B of Shoshone Addition to the City of Casper, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

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

SECTION 3:

The Kinco Addition is hereby zoned M-2 (General Industrial).

SECTION 4:

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

PASSED on 1st reading the 7<sup>th</sup> day of October, 2014.

PASSED on 2nd reading the 21<sup>st</sup> day of October, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 18<sup>th</sup> day of November, 2014.

Councilman Sandoval presented the foregoing ordinance for adoption, on third reading. Seconded by Councilman Bertoglio. Passed.

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

ORDINANCE NO. 28-14  
AN ORDINANCE AMENDING CERTAIN SECTIONS  
OF CHAPTER 13.05 OF THE CASPER MUNICIPAL  
CODE PERTAINING TO WATER AND SEWER  
SERVICE – GENERAL PROVISIONS FOR RETAIL  
SERVICE

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Casper and its environs to provide adequate water and wastewater systems; and,

WHEREAS, Chapter 13.05 of the Casper Municipal Code needs to be amended to provide additional sizes for meter pits and updated methods for providing fire protection to single family dwellings; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 13.05 of the Casper Municipal Code is hereby amended as follows:

Section 1:

Paragraph 6 of Chapter 13.05.060.A (WATER METER INSTALLATIONS — General) of the Casper Municipal Code shall be amended to read as follows:

6. All building fire protection systems one and one-half inch (1 1/2") or less in size shall be installed after the City meter serving the building. The fire protection system shall be provided with a backflow preventer. Building fire protection systems for single family dwellings which are integral to the building plumbing system as allowed by City building code do not require a backflow preventer. Building fire protection systems two-inch (2") or larger in size shall have a separate service line from the main. No meter will be needed; but, a backflow preventer will be required for fire protection systems two-inch (2") and larger.

Section 2:

Paragraph 10 of Chapter 13.05.060.0 (WATER METER INSTALLATIONS — Meters up to Two-inch (2")) of the Casper Municipal Code shall be deleted in its entirety and replaced with the following:

10. METER PITS - FROST PROOF METER PITS MAY BE ALLOWED FOR TWO-INCH AND SMALLER METERS. FROST-PROOF METER PITS MUST BE USED FOR ALL MANUFACTURED HOMES OR MOBILE HOMES. THE METER PIT SHALL GENERALLY BE INSTALLED WITHIN THE FRONT LOT UTILITY EASEMENT BEHIND THE WATER SERVICE LINE SHUT-OFF VALVE. METER PITS, INCLUDING LIDS, LOCATED IN SIDEWALKS OR PAVED AREAS MUST BE SPECIFICALLY DESIGNED TO ACCOMMODATE AASHTO H-20 TRAFFIC LOADING. THE CUSTOMER SHALL OWN AND MAINTAIN THE METER PIT.

METER PITS AND SETTERS SHALL BE PRE -FABRICATED AND MUST BE DESIGNED FOR COLD WEATHER CONDITIONS. THE METER PIT RISER AND VALVES MUST BE LOCATED AT LEAST 2 -INCHES (2") FROM THE PIT WALL. FOR METER PITS ONE - INCH (1") AND SMALLER, THE WATER METER MUST BE NO MORE THAN FOURTEEN INCHES (14") FROM THE TOP LID OF THE METER PIT COVER. FOR ONE AND ONE-HALF INCH (1 1/2") AND TWO INCH (2") METER PITS, THE WATER METER MUST BE NO MORE THAN TWENTY INCHES (20") FROM THE TOP LID. MINIMUM INSIDE DIAMETER OF THE PIT SHALL BE TWENTY INCHES (20") FOR THREE-QUARTER INCH (3/4") AND ONE INCH (1") METERS AND THIRTY-SIX INCHES (36") FOR ONE AND ONE-HALF INCH (1 1/2") AND TWO INCH (2") METERS. LID DIAMETERS SHALL BE NO LESS THAN ELEVEN-INCHES (11") FOR METER PITS ONE-INCH (1") AND SMALLER AND SHALL BE NO LESS THAN EIGHTEEN INCHES (18") FOR METER PITS ONE AND ONE-HALF INCH (1 1/2") AND LARGER. AUTOMATIC METER READING EQUIPMENT, SUITABLE FOR METER PITS, WILL BE INSTALLED. (SEE STANDARD METER PIT DETAIL — FIGURE 3 AT THE END OF THIS CHAPTER.)

Section 3:

The Drawing titled "Standard Meter Pit Detail" (Figure 3) at the end of Chapter 13.05 shall be deleted and replaced with the "Standard Meter Pit Detail" attached to this ordinance.

Section 4:

The Drawing titled "Standard Residential -Commercial Meter" (Figure 4) at the end of Chapter 13.05 shall be deleted and replaced with the "Standard Residential -Commercial Meter" attached to this ordinance.

Section 5:

This ordinance shall be in full force and effect upon its passage and publication.

PASSED on 1st reading the 21<sup>st</sup> day of October, 2014.

PASSED on 2nd reading the 4<sup>th</sup> day of November, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 18<sup>th</sup> day of November, 2014.

Councilman Cathey presented the foregoing consent agenda ordinance for adoption, on third reading. Seconded by Council Bertoglio. Passed.

The following ordinance was considered, on second reading.

ORDINANCE NO. 29-14  
AN ORDINANCE AMENDING CHAPTERS 17.08 AND  
17.96 OF THE CASPER MUNICIPAL CODE  
PERTAINING TO DIGITAL SIGNAGE.

Councilman Sandoval presented the foregoing ordinance for adoption, on second reading. Seconded by Councilman Powell.

The following citizens addressed the Council: Jerry Galles, 2425 East Yellowstone Highway; Fred Maguire, Chairman of the Casper Planning and Zoning Commission; Lucy Turek, 2225 West 45<sup>th</sup> Avenue, and Jerry Galles read a statement written by Casey Nix.

Moved by Council Sandoval, seconded by Councilman Hedquist to suspend the rules of Council to allow Lucy Turek more than the customary time to address Council. Councilman Schlager was not present for this vote. Passed.

A vote on the ordinance resulted in all ayes. Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-285  
A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE WYOMING ASSOCIATION OF SHERIFFS AND  
CHIEFS OF POLICE FOR AN ALCOHOL  
COMPLIANCE GRANT.

RESOLUTION NO. 14-286  
A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE WYOMING ASSOCIATION OF SHERIFFS AND  
CHIEFS OF POLICE FOR A TOBACCO COMPLIANCE  
GRANT.

RESOLUTION NO. 14-287  
A RESOLUTION AUTHORIZING AN AGREEMENT WITH DOWNEY DRILLING, INC., FOR THE CASPER RAW WATER IRRIGATION IMPROVEMENTS; ALLUVIAL WELL FIELD, PROJECT NO. 12-29.

RESOLUTION NO. 14-288  
A RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGH PLAINS CONSTRUCTION, INC., FOR THE CASPER RAW WATER IRRIGATION IMPROVEMENTS PROJECT NO. 12-29A.

RESOLUTION NO. 14-289  
A RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT WITH HEIDI DEIFEL, FOR PROVISION OF MUNICIPAL COURT JUDGE SERVICES.

RESOLUTION NO. 14-290  
A RESOLUTION SUPPORTING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL THROUGH THE COMMUNITY READINESS GRANT AND LOAN PROGRAM, ON BEHALF OF THE CASPER-NATRONA COUNTY ECONOMIC DEVELOPMENT JOINT POWERS BOARD (EDJPB).

Councilman Hopkins presented the foregoing six (6) resolutions for adoption. Seconded by Councilman Hedquist. Passed.

No citizens addressed Council.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, November 25, 2014, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, December 2, 2014, in the Council Chambers.

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

The meeting was adjourned at 7:12 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

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

14-10-648 POSTAGE	\$4.43		
	<b>\$4.43</b>	<b>Subtotal for Dept.</b>	Balefill
14-10-163 POSTAGE	\$18.81		
14-10-651 POSTAGE	\$40.10		
	<b>\$58.91</b>	<b>Subtotal for Dept.</b>	Casper Events Center
14-11-183 POSTAGE	\$14.57		
	<b>\$14.57</b>	<b>Subtotal for Dept.</b>	City Attorney
14-10-650 POSTAGE	\$25.90		
14-11-184 POSTAGE	\$38.30		
	<b>\$64.20</b>	<b>Subtotal for Dept.</b>	Engineering
14-10-652 POSTAGE	\$489.26		
14-11-186 POSTAGE	\$1,106.99		
	<b>\$1,596.25</b>	<b>Subtotal for Dept.</b>	Finance
14-11-188 POSTAGE	\$18.48		
	<b>\$18.48</b>	<b>Subtotal for Dept.</b>	Fire
14-10-654 POSTAGE	\$13.68		
	<b>\$13.68</b>	<b>Subtotal for Dept.</b>	Fort Caspar
14-11-187 POSTAGE	\$263.58		
	<b>\$263.58</b>	<b>Subtotal for Dept.</b>	Health Insurance
14-11-193 POSTAGE	\$1.71		
	<b>\$1.71</b>	<b>Subtotal for Dept.</b>	Human Resources
14-10-678 POSTAGE	\$203.10		
	<b>\$203.10</b>	<b>Subtotal for Dept.</b>	Municipal Court
14-10-656 POSTAGE	\$214.42		
14-11-194 POSTAGE	\$278.03		
	<b>\$492.45</b>	<b>Subtotal for Dept.</b>	Police
	<b>\$2,731.36</b>	<b>Subtotal for Vendor</b>	

## AAA LANDSCAPING

7017 LANDSCAPING SERVICES

\$180.00			
<b>\$180.00</b>	<b>Subtotal for Dept.</b>	Balefill	
<b>\$180.00</b>	<b>Subtotal for Vendor</b>		

## ADECCO USA, INC.

67364461 LABOR

\$472.29			
<b>\$472.29</b>	<b>Subtotal for Dept.</b>	Casper Events Center	

67372291 LEAF COLLECTION CREW

\$1,227.60			
<b>\$1,227.60</b>	<b>Subtotal for Dept.</b>	Refuse Collection	
<b>\$1,699.89</b>	<b>Subtotal for Vendor</b>		

## AIRGAS INTERMOUNTAIN, INC.

9033044311 WELDING SUPPLIES

\$63.20

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

**\$63.20** Subtotal for Dept. Balefill

**\$63.20** Subtotal for Vendor

## AMERICAN EAGLE CLEANING, LLC

4222 JANITORIAL SERVICES

\$2,150.00

4219 WASH RECYCLE METALS DEPOT

\$900.00

**\$3,050.00** Subtotal for Dept. Balefill

4220 PRESSURE WASH TRASH TRUCKS

\$500.00

4206 PRESSURE WASH TRUCKS

\$500.00

**\$1,000.00** Subtotal for Dept. Refuse Collection

**\$4,050.00** Subtotal for Vendor

## AMERIGAS - CASPER

60841625 PROPANE

\$31.49

**\$31.49** Subtotal for Dept. Casper Events Center

**\$31.49** Subtotal for Vendor

## AMERI-TECH EQUIPMENT CO.

1800 NEW COMMERCIAL CONTAINERS

\$14,628.50

**\$14,628.50** Subtotal for Dept. Refuse Collection

1810 PB PATCHER SLIP IN 4 YARD PATC

\$53,520.00

**\$53,520.00** Subtotal for Dept. Streets

**\$68,148.50** Subtotal for Vendor

## ARLENE,LLC.

RIN0024623 GOODSTEIN PROPERTY TAX

\$2,732.92

**\$2,732.92** Subtotal for Dept. Planning

**\$2,732.92** Subtotal for Vendor

## ARROWHEAD, INC.

4422 HVAC MAINTENANCE

\$180.00

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

**\$180.00** Subtotal for Vendor

## ATLANTIC ELECTRIC, INC.

5471 RETAINAGE

(\$56.00)

5453 RETAINAGE

(\$43.72)

5472 RETAINAGE

(\$56.00)

**(\$155.72)** Subtotal for Dept. General Fund

5472 2013-14 LUMINAIRE SERVICES

\$560.00

5488 2013-14 LUMINAIRE SERVICES

\$560.00

5454 2013-14 LUMINAIRE SERVICES

\$560.00

5489 2013-14 LUMINAIRE SERVICES

\$560.00

5471 2013-14 LUMINAIRE SERVICES

\$560.00

5453 2013-14 LUMINAIRE SERVICES

\$560.00

**\$3,360.00** Subtotal for Dept. Traffic

**\$3,204.28** Subtotal for Vendor

## BAR-D SIGNS, INC.

27208 LABELS - FIRE DEPT.

\$116.43

**\$116.43** Subtotal for Dept. Fire

**\$116.43** Subtotal for Vendor

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

## BENJAMIN MATTILA

0151516 CLOTHING REIMBURSEMENT

\$132.83

**\$132.83** Subtotal for Dept. Police

**\$132.83** Subtotal for Vendor

## BENTZ'S TOWN PUMP

RIN0024482 FUEL

\$191.30

**\$191.30** Subtotal for Dept. Garage

**\$191.30** Subtotal for Vendor

## BIEWENGA, ERIC

0023235834 REFUND

\$21.49

**\$21.49** Subtotal for Dept. Water

**\$21.49** Subtotal for Vendor

## BLOMSTROM, NANCY

0023235835 REFUND

\$39.28

**\$39.28** Subtotal for Dept. Water

**\$39.28** Subtotal for Vendor

## BOBBETTE JASMANN

1148 HOLLOWAY REFERENDUM COSTS

\$260.00

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

**\$260.00** Subtotal for Vendor

## BOBCAT OF CASPER

6257 NEW BOBCAT A770, SKID STEER LO

\$69,127.00

6271 NEW BOBCAT A770, SKID STEER LO

\$69,140.00

**\$138,267.00** Subtotal for Dept. Streets

**\$138,267.00** Subtotal for Vendor

## BOB'S TREE SERVICE

4001-10-2014 HAULED BRANCHES FROM HOGADON

\$2,800.00

**\$2,800.00** Subtotal for Dept. Balefill

**\$2,800.00** Subtotal for Vendor

## BRIAN SCHROEDER

RIN002571 CLOTHING REIMBURSEMENT

\$91.35

**\$91.35** Subtotal for Dept. Water Treatment Plant

**\$91.35** Subtotal for Vendor

## BUTTS, ROBERT/LINDA

0023195112 REFUND

\$60.00

0023195112 REFUND

\$23.78

**\$83.78** Subtotal for Dept. Water

**\$83.78** Subtotal for Vendor

## C L & C DRILLING

3 PUMPS AT HOGADON

\$3,128.00

**\$3,128.00** Subtotal for Dept. Capital Projects

**\$3,128.00** Subtotal for Vendor

## CASEY LYNCH

RIN0024604 BOOT REIMBURSEMENT

\$75.00

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

**\$75.00** Subtotal for Vendor

## CASPER RADIO GROUP

MC-114103093 HOGADON ADVERTISING

\$168.00

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

## CASPER SOCCER CLUB

RIN0024639 REFUND

**\$168.00** Subtotal for Dept. Hogadon  
**\$168.00** Subtotal for Vendor

## CDW GOVERNMENT, INC.

QM84163 MDC F1-FIRE DEPT

PT85853 COMPUTER ROOM EQUIPMENT

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

\$1,249.15  
**\$1,249.15** Subtotal for Dept. Fire  
 \$108.12  
**\$108.12** Subtotal for Dept. Metro Animal  
**\$1,357.27** Subtotal for Vendor

## CENTURYLINK

RIN0024558 PHONE USE

RIN0024626 PHONE USE

RIN0024626 PHONE USE

RIN0024626 PHONE USE

RIN0024591 PHONE USE

RIN0024626 PHONE USE

RIN0024591 PHONE USE

RIN0024572 PHONE USE

RIN0024626 PHONE USE

RIN0024572 PHONE USE

RIN0024626 PHONE USE

RIN0024626 PHONE USE

RIN0024626 PHONE USE

AP00005711071423 PHONE USE

AP00013211071423 PHONE USE

RIN0024572 PHONE USE

RIN0024626 PHONE USE

RIN0024572 PHONE USE

RIN0024572 PHONE USE

RIN0024626 PHONE USE

RIN0024626 PHONE USE

\$74.44  
**\$74.44** Subtotal for Dept. Balefill

\$38.20  
 \$73.32  
 \$42.13  
**\$153.65** Subtotal for Dept. Casper Events Center

\$38.98  
 \$5.11  
**\$44.09** Subtotal for Dept. Cemetery

\$0.20  
 \$33.52  
 \$63.01  
**\$96.73** Subtotal for Dept. City Hall

\$65.28  
**\$65.28** Subtotal for Dept. Code Enforcement

\$64.68  
 \$82.24  
**\$146.92** Subtotal for Dept. Communications Center

\$37.04  
**\$37.04** Subtotal for Dept. Engineering

\$3,251.93  
 \$1,651.52  
**\$4,903.45** Subtotal for Dept. Finance

\$65.28  
 \$472.52  
 \$65.28  
**\$603.08** Subtotal for Dept. Fire

\$43.28  
**\$43.28** Subtotal for Dept. Golf Course

\$155.07  
**\$155.07** Subtotal for Dept. Metro Animal

\$41.84  
**\$41.84** Subtotal for Dept. Municipal Court

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

RIN0024572 PHONE USE	\$42.27		
	<b>\$42.27</b>	Subtotal for Dept.	Parks
RIN0024626 PHONE USE	\$37.04		
	<b>\$37.04</b>	Subtotal for Dept.	Police
RIN0024626 PHONE USE	\$36.11		
	<b>\$36.11</b>	Subtotal for Dept.	Sewer
RIN0024626 PHONE USE	\$37.45		
	<b>\$37.45</b>	Subtotal for Dept.	Streets
RIN0024626 PHONE USE	\$46.01		
	<b>\$46.01</b>	Subtotal for Dept.	Traffic
RIN0024626 PHONE USE	\$37.21		
	<b>\$37.21</b>	Subtotal for Dept.	Waste Water
RIN0024572 PHONE USE	\$195.53		
	<b>\$195.53</b>	Subtotal for Dept.	Water
	<b>\$6,796.49</b>	Subtotal for Vendor	
<b>CHAD ZIEHL</b>			
RIN0024630 BOOT REIMBURSEMENT	\$54.00		
	<b>\$54.00</b>	Subtotal for Dept.	Waste Water
	<b>\$54.00</b>	Subtotal for Vendor	
<b>CIVIL ENGINEERING PROFESSIONALS, INC.</b>			
14-102-04 SURVEYING LEGERSKI PROP	\$190.00		
	<b>\$190.00</b>	Subtotal for Dept.	Engineering
12-68-23 ZONE II/III POPLAR 39TH WATER	\$1,832.60		
14-055-01 SALT CREEK JOINT POWERS WATER	\$4,513.75		
	<b>\$6,346.35</b>	Subtotal for Dept.	Water
	<b>\$6,536.35</b>	Subtotal for Vendor	
<b>COLLECTION CENTER INC.</b>			
974300000221 COLLECTION FEES	\$143.48		
	<b>\$143.48</b>	Subtotal for Dept.	Balefill
974300000221 COLLECTION FEES	\$204.02		
	<b>\$204.02</b>	Subtotal for Dept.	Code Enforcement
974300000221 COLLECTION FEES	\$186.19		
	<b>\$186.19</b>	Subtotal for Dept.	Property & Liability Insurance
974300000221 COLLECTION FEES	\$13.32		
	<b>\$13.32</b>	Subtotal for Dept.	Recreation
972000000278 COLLECTION FEES	\$124.13		
	<b>\$124.13</b>	Subtotal for Dept.	Refuse Collection
972000000278 COLLECTION FEES	\$94.34		
	<b>\$94.34</b>	Subtotal for Dept.	Sewer
972000000278 COLLECTION FEES	\$278.05		
	<b>\$278.05</b>	Subtotal for Dept.	Water
	<b>\$1,043.53</b>	Subtotal for Vendor	
<b>COMMERCIAL REFRIGERATION, INC.</b>			
1143 NEW WATER LINE CONC #4 CONDENS	\$425.00		
1154 CONC #2 WALK-IN REPAIRS	\$265.04		

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

## COMMUNICATION TECHNOLOGIES, INC.

67968 WARNING SIGNAL

67973 REPAIRS

67974 REPAIRS

72123 PARTS FOR NEW CARS

**\$690.04** Subtotal for Dept. Casper Events Center

**\$690.04** Subtotal for Vendor

\$763.00

**\$763.00** Subtotal for Dept. Metro Animal

\$115.85

\$98.00

**\$213.85** Subtotal for Dept. Police

\$463.84

**\$463.84** Subtotal for Dept. Police Dept

**\$1,440.69** Subtotal for Vendor

\$216.28

**\$216.28** Subtotal for Dept. Fire

**\$216.28** Subtotal for Vendor

\$238.57

**\$238.57** Subtotal for Dept. Code Enforcement

**\$238.57** Subtotal for Vendor

\$183.08

**\$183.08** Subtotal for Dept. Golf Course

**\$183.08** Subtotal for Vendor

\$193.80

**\$193.80** Subtotal for Dept. Waste Water

**\$193.80** Subtotal for Vendor

\$115.00

\$165.00

**\$280.00** Subtotal for Dept. Buildings And Grounds

**\$280.00** Subtotal for Vendor

\$6,996.75

**\$6,996.75** Subtotal for Dept. Finance

**\$6,996.75** Subtotal for Vendor

\$96.00

\$54.32

**\$150.32** Subtotal for Dept. Water

**\$150.32** Subtotal for Vendor

\$338.35

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

## COMTRONIX, INC.

43144 FIRE ALARM REPAIR-STN#3

## COWDIN CLEANING

201194 WEED CONTRACTOR

## DALE BUCKINGHAM ARCHITECTS

2234 ARCH/ENGINEERING AND CA FOR MU

## DAN'S AUTO ELECTRIC

16179 EGG-1 REPAIR STARTER MATERIALS

## DAVE LODEN CONSTRUCTION

RIN0024620 ROOF REPAIRS TRAFFIC BUILDING

RIN0024620 ROOF REPAIRS - SENIOR CENTER

## DAVIDSON FIXED INCOME MGMT.

CM5913 FIXED INCOME MANAGEMENT FEES

## DELANO, KELLY

0023195109 REFUND

0023195109 REFUND

## DELL MARKETING LP

XJK42PTT4 VLA OFFICE PRO PLUS 2013

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

XJK42R2T7 SOFTWARE UPDATE FOR IRRIGATION

\$338.35

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

**\$676.70** Subtotal for Vendor

## DELTA DENTAL PLAN OF WY.

RIN0024638 EMPLOYEE DENTAL/DEC 2014

\$1,443.20

**\$1,443.20** Subtotal for Dept. Health Insurance

**\$1,443.20** Subtotal for Vendor

## DENISON, TRACY

0023235832 REFUND

\$30.49

**\$30.49** Subtotal for Dept. Water

**\$30.49** Subtotal for Vendor

## DESERT MTN. CORP.

14-36293 ICE SLICER

\$3,805.09

14936286 ICE SLICER

\$5,592.25

14-36291 ICE SLICER

\$3,494.63

14-36285 ICE SLICER

\$5,634.21

14-36297 ICE SLICER

\$3,686.22

14-36283 ICE SLICER

\$3,799.49

14-36289 ICE SLICER

\$5,480.39

14-36284 ICE SLICER

\$3,540.78

14-36287 ICE SLICER

\$3,789.70

14-36295 ICE SLICER

\$5,571.27

14-36294 ICE SLICER

\$3,454.08

14-36296 ICE SLICER

\$3,765.93

14-36290 ICE SLICER

\$3,792.50

14-36292 ICE SLICER

\$5,565.68

14-36288 ICE SLICER

\$3,426.11

14-36281 ICE SLICER

\$5,504.15

**\$69,902.48** Subtotal for Dept. Streets

**\$69,902.48** Subtotal for Vendor

## DIANA RUIZ

RIN0024564 INTERPRETER

\$40.00

**\$40.00** Subtotal for Dept. Municipal Court

**\$40.00** Subtotal for Vendor

## DOROTHY HENDRICKS

RIN0024606 WORK BOOTS/CLOTHING ALLOWANCE

\$70.00

**\$70.00** Subtotal for Dept. Balefill

**\$70.00** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

3017 INSTALL/WELD REPL REAR BUMPER

\$160.00

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

**\$160.00** Subtotal for Vendor

## DOUGHERTY, STEVEN

0023195113 REFUND

\$30.62

**\$30.62** Subtotal for Dept. Water

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

**\$30.62** Subtotal for Vendor

## DOWNTOWN DEVELOPMENT AUTHORITY

1 FIRE EXTINGUISHER

\$110.00

**\$110.00** Subtotal for Dept. Planning

**\$110.00** Subtotal for Vendor

## EMB GOLF CARTS

RIN0024593 INTRATA FUNGICIDE

\$2,835.04

**\$2,835.04** Subtotal for Dept. Golf Course

**\$2,835.04** Subtotal for Vendor

## EMPCO, INC.

3438 SGT PROMO TESTING

\$2,332.00

**\$2,332.00** Subtotal for Dept. Police

**\$2,332.00** Subtotal for Vendor

## ENVIRONMENTAL & CIVIL SOLUTIONS

2921 COUNTRY CLUB RD-WY BLVD TO ARD

\$3,690.50

**\$3,690.50** Subtotal for Dept. Streets

**\$3,690.50** Subtotal for Vendor

## EVERGREEN TENNIS COURTS INC.

RIN00224577 RETAINAGE

\$3,098.75

**\$3,098.75** Subtotal for Dept. Capital Projects

**\$3,098.75** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1014647 MERCHANT SERVICES

\$3,939.22

**\$3,939.22** Subtotal for Dept. Balefill

REMI1006784 ONLINE SEPT 2014 CR CARD FEES

\$1,736.90

REMI1006790 RETAIL SEPT 2014 CR CARD FEE

\$1,326.24

**\$3,063.14** Subtotal for Dept. Casper Events Center

REMI1006786 SEPT 2014 CREDIT CARD FEES

\$952.50

**\$952.50** Subtotal for Dept. Golf Course

REMI1006783 CREDIT CARD FEES

\$1,945.80

**\$1,945.80** Subtotal for Dept. Water

**\$9,900.66** Subtotal for Vendor

## FIRST INTERSTATE BANK

RIN0024642 OCT LOAN SERVICE FEE

\$35.00

**\$35.00** Subtotal for Dept. CDBG

RIN0024627 SVS CHG ACCTS OCT 2014

\$1,574.03

RIN0024619 LOCKBOX FEES

\$2,486.99

**\$4,061.02** Subtotal for Dept. Finance

**\$4,096.02** Subtotal for Vendor

## FIRST INTERSTATE BANK - PETTY CASH

RIN0024634 PETTY CASH

\$13.38

**\$13.38** Subtotal for Dept. Aquatics

RIN0024634 PETTY CASH

\$52.62

**\$52.62** Subtotal for Dept. Recreation

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

RIN0024635	PETTY CASH	\$34.70		
RIN0024635	PETTY CASH	\$22.95		
RIN0024635	PETTY CASH	\$78.00		
RIN0024635	PETTY CASH	\$2.24		
		<b>\$137.89</b>	<b>Subtotal for Dept.</b>	Police
RIN0024636	PETTY CASH	\$107.85		
		<b>\$107.85</b>	<b>Subtotal for Dept.</b>	Metro Animal
RIN0024648	PETTY CASH	\$6.30		
		<b>\$6.30</b>	<b>Subtotal for Dept.</b>	Balefill
RIN0024648	PETTY CASH	\$6.98		
		<b>\$6.98</b>	<b>Subtotal for Dept.</b>	City Attorney
RIN0024648	PETTY CASH	\$52.55		
		<b>\$52.55</b>	<b>Subtotal for Dept.</b>	City Manager
RIN0024648	PETTY CASH	\$21.00		
		<b>\$21.00</b>	<b>Subtotal for Dept.</b>	Code Enforcement
RIN0024648	PETTY CASH	\$78.49		
RIN0024648	PETTY CASH	\$52.88		
RIN0024648	PETTY CASH	\$135.00		
		<b>\$266.37</b>	<b>Subtotal for Dept.</b>	Planning
		<b>\$664.94</b>	<b>Subtotal for Vendor</b>	

## GARY MARSH, INC.

357 OCT 2014 GREEN & CART FEES

		\$6,301.35		
		<b>\$6,301.35</b>	<b>Subtotal for Dept.</b>	Golf Course
		<b>\$6,301.35</b>	<b>Subtotal for Vendor</b>	

## GOLDER ASSOCIATES

398981 CONVERTING TO LIFETIME PERMIT  
 398510 ASSESSMENT OF CORRECTIVE MEASU  
 398511 CRL ENVIRONMENTAL MONITORING A  
 398512 BALEFILL POST CLOSURE MON/REPO

		\$6,890.00		
		\$1,296.36		
		\$2,617.13		
		\$6,857.20		
		<b>\$17,660.69</b>	<b>Subtotal for Dept.</b>	Balefill
		<b>\$17,660.69</b>	<b>Subtotal for Vendor</b>	

## GREINER MOTOR CO - CASPER

F16495 2015 FORD F-550 LESS TRADE-IN

		\$49,472.00		
		<b>\$49,472.00</b>	<b>Subtotal for Dept.</b>	Streets
		<b>\$49,472.00</b>	<b>Subtotal for Vendor</b>	

## GSG ARCHITECTURE

17719 FIRE STATION 2 11-49

		\$881.25		
		<b>\$881.25</b>	<b>Subtotal for Dept.</b>	Fire

17711 TRUCK BARN EXPANSION

		\$14,685.00		
		<b>\$14,685.00</b>	<b>Subtotal for Dept.</b>	Refuse Collection
		<b>\$15,566.25</b>	<b>Subtotal for Vendor</b>	

## HARMON, LAURA

0023235830 REFUND

		\$47.92		
		<b>\$47.92</b>	<b>Subtotal for Dept.</b>	Water
		<b>\$47.92</b>	<b>Subtotal for Vendor</b>	

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

## HDR ENGINEERING, INC.

00426097-H STUDIES, ETC RE: WATER RIGHTS

\$1,114.33  
**\$1,114.33** Subtotal for Dept. Water  
**\$1,114.33** Subtotal for Vendor

## HEDQUIST CONSTRUCTION, INC.

RIN0024643 ALL AMERICAN CENTER - WATER, S

\$38,989.00  
**\$38,989.00** Subtotal for Dept. City Council

RIN0024649 2013 ARTERIAL COLLECTOR

\$30,256.89  
**\$30,256.89** Subtotal for Dept. Streets  
**\$69,245.89** Subtotal for Vendor

## HEIDI DEIFEL

RIN0024565 SUB. JUDGE

\$140.00  
**\$140.00** Subtotal for Dept. Municipal Court  
**\$140.00** Subtotal for Vendor

## HEWLETT PACKARD

54984142 BALER BREAKROOM COMPUTER

\$847.54  
**\$847.54** Subtotal for Dept. Balefill

55014787 COMPUTER SHELL

\$1,308.17  
**\$1,308.17** Subtotal for Dept. Metro Animal

54913449 COMPUTER FOR KKNOPK

\$818.54  
**\$818.54** Subtotal for Dept. Traffic  
**\$2,974.25** Subtotal for Vendor

## HIGH PLAINS CONSTRUCTION, INC.

PA2 12.87 ASPHALT SALES

\$11,430.40  
**\$11,430.40** Subtotal for Dept. Streets  
**\$11,430.40** Subtotal for Vendor

## HOMAX OIL SALES, INC.

0262303-IN EQUIPMENT MAINTENANCE SUPPLIES

\$497.95

0263362-IN BALER PREVENTIVE MAINTENANCE

\$550.00

**\$1,047.95** Subtotal for Dept. Balefill

0263512-IN FUEL

\$220.92

0080099-IN CREDIT, TAXES

(\$6.68)

CL58107 FUEL

\$103.22

0265481-IN FUEL

\$1,895.95

0263512-IN FUEL

\$27,592.24

0263512-IN FUEL

\$339.58

CL58119 FUEL

\$38.79

0263510-IN FUEL

\$29,671.40

0265591-IN HYDRAULIC OIL, POWER TRAN III

\$5,663.00

0265591-IN AUTOMATIC TRANSMISSION FLUID D

\$2,577.00

**\$68,095.42** Subtotal for Dept. Garage

0265543-IN MEGAFLOW HYD46,10W30 BLEND OI

\$2,002.11

**\$2,002.11** Subtotal for Dept. Waste Water

**\$71,145.48** Subtotal for Vendor

## HUTTON, EDDIE

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

0023195111 REFUND

\$47.44

**\$47.44** Subtotal for Dept. Water

**\$47.44** Subtotal for Vendor

## INBERG-MILLER ENGINEERS

17466CM02.5 TSTNG CMPST BLDG 14-26

\$287.50

**\$287.50** Subtotal for Dept. Balefill

17466CM03.3 TSTNG CLF CRS MAINT BLDG 13-30

\$374.50

**\$374.50** Subtotal for Dept. Golf Course

**\$662.00** Subtotal for Vendor

## INSTALLATION & SVC. CO.

RIN00247595 BLACKMORE ROAD IMPROVEMENTS -

\$73,310.83

**\$73,310.83** Subtotal for Dept. Streets

RIN00247595 RETAINAGE

(\$795.46)

**(\$795.46)** Subtotal for Dept. Water

**\$72,515.37** Subtotal for Vendor

## JEREMIAH FARRELL

RIN0024523 WYODOT CDL FEE REIMBURSEMENT

\$20.00

**\$20.00** Subtotal for Dept. Water

**\$20.00** Subtotal for Vendor

## JEREMY EASTIN

RIN0024633 PREEMPLOYMENT CHECK

\$112.00

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

**\$112.00** Subtotal for Vendor

## JEREMY TILLER

RIN0024597 TUITION REIMBURSEMENT

\$922.50

**\$922.50** Subtotal for Dept. Police

**\$922.50** Subtotal for Vendor

## JERRY KOLLMANN

862284-07MVQK TUITION REIMBURSEMENT

\$102.00

**\$102.00** Subtotal for Dept. Garage

**\$102.00** Subtotal for Vendor

## JOEY WILHELM

S-01122 CLOTHING REIMBURSEMENT

\$115.48

**\$115.48** Subtotal for Dept. Police

**\$115.48** Subtotal for Vendor

## JOHN D. CHAMBERS, P.C.

RIN0024569 INTERPRETER

\$65.00

**\$65.00** Subtotal for Dept. Municipal Court

**\$65.00** Subtotal for Vendor

## JTL GROUP DBA KNIFE RIVER

109762 EAGLE DRIVE

\$338.52

109805 CONCRETE - EAGLE & CAMELBACK

\$501.25

109595 W BASE CASPER YARD

\$166.50

109793 W BASE - EAGLE DRIVE

\$164.50

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

**\$1,170.77** Subtotal for Dept. Streets

**\$1,170.77** Subtotal for Vendor

## JWI LLC

0023195114 REFUND

\$6.35

**\$6.35** Subtotal for Dept. Water

**\$6.35** Subtotal for Vendor

## KCWY-TV

62815-1 HOGADON ADVERTISING

\$733.55

**\$733.55** Subtotal for Dept. Hogadon

**\$733.55** Subtotal for Vendor

## LABOR READY CENTRAL, INC.

19033504 LABOR

\$255.40

19010395 LABOR

\$1,697.43

18980786 MAINTENANCE PERSONNEL

\$881.15

19010394 MAINTENANCE PERSONNEL

\$408.64

**\$3,242.62** Subtotal for Dept. Casper Events Center

18993000 ANIMAL CONTROL HELP

\$364.37

18911408 ANIMAL CONTROL HELP

\$1,431.53

18919146 ANIMAL CONTROL HELP

\$2,230.80

18986963 ANIMAL CONTROL HELP

\$2,230.80

19036167 TEMPORARY HELP

\$1,580.16

19000331 TEMPORARY HELP

\$2,230.80

**\$10,068.46** Subtotal for Dept. Metro Animal

**\$13,311.08** Subtotal for Vendor

## LEON NORVELL

326419 BOOT REIMBURSEMENT

\$75.00

GU70965 CLOTHING REIMBURSEMENT

\$49.87

**\$124.87** Subtotal for Dept. Buildings And Grounds

**\$124.87** Subtotal for Vendor

## LEONARD B. MEDOFF, PH.D

RIN0024600 MEDICAL TESTING

\$1,100.00

**\$1,100.00** Subtotal for Dept. Police

**\$1,100.00** Subtotal for Vendor

## LINDA WITKO

RIN0019776 MEETING EXPENSE

\$0.00

4006 MEDICAL REIMBURSEMENT

\$110.00

**\$110.00** Subtotal for Dept. City Manager

RIN0024632 TRAVEL EXPENSE

\$380.00

**\$380.00** Subtotal for Dept. City Manager

**\$490.00** Subtotal for Vendor

## MANPOWER, INC.

27813530 LABOR

\$1,272.50

**\$1,272.50** Subtotal for Dept. Casper Events Center

**\$1,272.50** Subtotal for Vendor

## MATT HESS

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

36511B CLOTHING REIMBURSEMENT

\$138.00

**\$138.00** Subtotal for Dept. Police

**\$138.00** Subtotal for Vendor

## MCMURRY READY MIX CO.

218812 2ND & BLACKMORE - SBOUND

\$486.00

**\$486.00** Subtotal for Dept. Sewer

218908 EAGLE & CAMELBACK

\$607.50

218813 20TH & MCKINLEY

\$303.75

**\$911.25** Subtotal for Dept. Streets

**\$1,397.25** Subtotal for Vendor

## MICHAEL AMICK

H25737/24 BOOT REIMBURSEMENT

\$75.00

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

**\$75.00** Subtotal for Vendor

## MILLER, SPENCER

0023195110 REFUND

\$20.85

0023195110 REFUND

\$28.54

**\$49.39** Subtotal for Dept. Water

**\$49.39** Subtotal for Vendor

## MILLS POLICE DEPT.

RIN0024598 SHARE OF SEIZURES 2013-0188

\$1,679.00

**\$1,679.00** Subtotal for Dept. Police Grants

**\$1,679.00** Subtotal for Vendor

## MODERN ELECTRIC CORP.

107068 RETAINAGE

(\$10,575.86)

**(\$10,575.86)** Subtotal for Dept. Capital Projects

107068 2ND STREET & SAMS CLUB

\$105,758.60

**\$105,758.60** Subtotal for Dept. Traffic

**\$95,182.74** Subtotal for Vendor

## MOON, TIMOTHY

0023235831 REFUND

\$25.54

**\$25.54** Subtotal for Dept. Water

**\$25.54** Subtotal for Vendor

## MOTOROLA SOLUTIONS

78283529 MONTHLY MAINT AGREE

\$5,029.97

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

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

## MUNICIPAL CODE CORP.

00249071 MUNICIPAL CODE UPDATES

\$26.87

**\$26.87** Subtotal for Dept. Casper Events Center

00249071 MUNICIPAL CODE UPDATES

\$188.08

**\$188.08** Subtotal for Dept. City Attorney

00249071 MUNICIPAL CODE UPDATES

\$107.48

**\$107.48** Subtotal for Dept. City Manager

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

00249071 MUNICIPAL CODE UPDATES	\$107.48	
	<b>\$107.48</b>	Subtotal for Dept. Code Enforcement
00249071 MUNICIPAL CODE UPDATES	\$26.87	
	<b>\$26.87</b>	Subtotal for Dept. Communications Center
00249071 MUNICIPAL CODE UPDATES	\$107.48	
	<b>\$107.48</b>	Subtotal for Dept. Council
00249071 MUNICIPAL CODE UPDATES	\$53.74	
	<b>\$53.74</b>	Subtotal for Dept. Engineering
00249071 MUNICIPAL CODE UPDATES	\$53.74	
	<b>\$53.74</b>	Subtotal for Dept. Municipal Court
00249071 MUNICIPAL CODE UPDATES	\$26.87	
	<b>\$26.87</b>	Subtotal for Dept. Parks
00249071 MUNICIPAL CODE UPDATES	\$80.61	
	<b>\$80.61</b>	Subtotal for Dept. Planning
00249071 MUNICIPAL CODE UPDATES	\$134.35	
	<b>\$134.35</b>	Subtotal for Dept. Police
00249071 MUNICIPAL CODE UPDATES	\$26.87	
	<b>\$26.87</b>	Subtotal for Dept. Refuse Collection
00249071 MUNICIPAL CODE UPDATES	\$26.87	
	<b>\$26.87</b>	Subtotal for Dept. Water
	<b>\$967.31</b>	Subtotal for Vendor
<b>NATRONA COUNTY - HALL OF JUSTICE EXPENSES</b>		
AUGUST 2014 JOINT BUILDING RENT	\$1,551.10	
JULY 2014 JOINT BUILDING RENT	\$1,994.23	
SEPTEMBER 2014 JOINT BUILDING RENT	\$1,586.50	
	<b>\$5,131.83</b>	Subtotal for Dept. Municipal Court
AUGUST 2014 JOINT BUILDING RENT	\$9,528.21	
JULY 2014 JOINT BUILDING RENT	\$12,250.28	
SEPTEMBER 2014 JOINT BUILDING RENT	\$9,745.61	
	<b>\$31,524.10</b>	Subtotal for Dept. Police
	<b>\$36,655.93</b>	Subtotal for Vendor
<b>NATRONA COUNTY - SHERIFFS' OFFICE</b>		
RIN0024599 SHARE OF SEIZURE 2013-0188	\$1,679.00	
	<b>\$1,679.00</b>	Subtotal for Dept. Police Grants
	<b>\$1,679.00</b>	Subtotal for Vendor
<b>NATRONA COUNTY HEALTH DEPT.</b>		
0021603-IN TAX REVENUES	\$50,000.00	
	<b>\$50,000.00</b>	Subtotal for Dept. Social Community Services
	<b>\$50,000.00</b>	Subtotal for Vendor
<b>NELSON ENGINEERING</b>		
41023 AMENDMENT #1 - FT CASPAR UNDER	\$1,480.00	
	<b>\$1,480.00</b>	Subtotal for Dept. Fort Caspar
	<b>\$1,480.00</b>	Subtotal for Vendor
<b>NEVEREST EQUIPMENT CO.</b>		
1341 JETSCAN HD VIDEO NOZZLE	\$12,815.00	

# Bills and Claims

City of Casper

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**\$12,815.00** Subtotal for Dept. Sewer  
**\$12,815.00** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

NE34288 UNIFORMS	\$164.85
NE34520 UNIFORMS	\$164.85
NE34290 UNIFORMS	\$59.82
NE34519 UNIFORMS	\$266.75
NE34545 UNIFORMS	\$254.99
NE34315 UNIFORMS	\$54.95
NE34289 UNIFORMS	\$332.70
NE34314 UNIFORMS	\$201.80
LN-304181 UNIFORMS	\$32.00

**\$1,532.71** Subtotal for Dept. Police  
**\$1,532.71** Subtotal for Vendor

## ONE CALL OF WY.

36534 NOV14 LOCATE TICKETS \$433.28

**\$433.28** Subtotal for Dept. Sewer

36534 OCT14 LOCATE TICKETS \$529.57

**\$529.57** Subtotal for Dept. Water

**\$962.85** Subtotal for Vendor

## PACHAL, BRYAN

0023235836 REFUND \$47.21

**\$47.21** Subtotal for Dept. Water

**\$47.21** Subtotal for Vendor

## PACIOLAN, INC.

0000067357 OCT 2014 E-VENUE \$2,648.75

**\$2,648.75** Subtotal for Dept. Casper Events Center

**\$2,648.75** Subtotal for Vendor

## P-CARD VENDORS

00020424 SAMSClub #6425 - Purchase \$86.06

00020187 TARGET 00001644 - Purch \$1.18

00020187 TARGET 00001644 - Purch \$49.76

00020275 WESTERN DIVERS LTD - Purchase \$100.00

00020067 RAIN DROP PRODUCTS LLC - Purch \$33.00

**\$270.00** Subtotal for Dept. Aquatics

00019385 CPU VENTURE TECH NETWO - Purch \$24.95

00020492 CPU VENTURE TECH NETWO - Purch \$589.24

00020018 HOSE & RUBBER SUPPLY - Purchas \$10.20

00020283 GCR TIRES #751 - Purchase \$337.20

00020387 SAFETY KLEEN SYSTEMS B - Purch \$6,781.74

00020254 COASTAL CHEMICAL CO LL - Purch \$202.75

00019985 BEARING BELTCHAIN00244 - Purch \$121.08

00020024 HOSE & RUBBER SUPPLY - Purchas \$184.63

00020637 SAMS CLUB #6425 - Purchase \$104.28

00020336 IN CASPER SAFETY LLC - Purcha \$550.00

00020074 WM SUPERCENTER #1617 - Purchas \$30.81

00020584 CUSTOM FIBERGLASS INC - Purcha \$923.77

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

00020128	BEST BUY 00015271 - Purch	\$209.99		
00020106	GC BUILDING SUPPLY INC - Purch	\$4,700.61		
00020560	METECH, INC. - Purchase	\$3,098.71		
00020405	QUALITY OFFICE SOLUTION	\$30.70		
		<b>\$17,900.66</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
00020397	WOODWORKERS SUPPLY, IN - Purch	\$69.74		
00020516	BLOEDORN LUMBER CASPER - Purch	\$20.00		
00020634	CASPER WINNELSON CO - Purchase	\$317.77		
00020515	SHERWIN WILLIAMS #3439 - Purch	\$21.91		
00020647	STAPLES 00114181 - Purch	\$4.29		
00020544	GEORGE T SANDERS 20 - Purchase	\$481.22		
00020390	BAILEYS ACE HARDWARE - Purchas	\$31.99		
00020498	SHERWIN WILLIAMS #3439 - Purch	\$41.03		
00020412	BLOEDORN LUMBER CASPER - Purch	\$21.58		
00020389	IN EAGLE ELECTRIC, LL - Purch	\$225.00		
00020610	BLOEDORN LUMBER CASPER - Purch	\$13.49		
00020528	CASPER WINNELSON CO - Purchase	\$151.92		
00020437	BLOEDORN LUMBER CASPER - Purch	\$22.98		
		<b>\$1,422.92</b>	<b>Subtotal for Dept.</b>	<b>Buildings And Grounds</b>
00020624	BLOEDORN LUMBER CASPER - Purch	\$16.00		
00020019	PAYPAL MARTINAUCTI - Purchase	\$49.78		
00020395	BLOEDORN LUMBER CASPER - Purch	\$41.01		
00020091	BULLDOG FIELD EQUIPMEN - Purch	\$253.00		
		<b>\$359.79</b>	<b>Subtotal for Dept.</b>	<b>Capital Projects</b>
00020666	ATLAS OFFICE PRODUCTS - Purcha	\$30.87		
00020223	MOTION TECHNOLOGY - Purchase	\$286.20		
00020230	WAL-MART #3778 - Purchase	\$15.92		
00020771	CASPER STAR TRIBUNE - Purchase	\$1,603.85		
00020781	SAMSLUB #6425 - Purchase	\$53.04		
00020371	NORCO INC - Purchase	\$32.48		
00020361	WAL-MART #1617 - Purchase	\$6.76		
00020587	FULLCOMPASS - Purchase	\$130.94		
00020081	SAMSLUB #6425 - Purchase	\$240.14		
00020406	DLX FOR BUSINESS - Purchase	\$44.80		
00020571	LONG BLDG. TECHNOLOGIE - Purch	\$4,246.00		
00020589	WW GRAINGER - Purchase	\$87.66		
00020369	WW GRAINGER - Purchase	\$92.60		
00020362	SAMSLUB #6425 - Purchase	\$93.60		
00020635	PILOT 00007583 - Purch	\$86.10		
		<b>\$7,050.96</b>	<b>Subtotal for Dept.</b>	<b>Casper Events Center</b>
00020195	ATLAS OFFICE PRODUCTS - Purcha	\$91.71		
00020453	ATLAS OFFICE PRODUCTS - Purcha	\$274.02		
00020104	NORCO INC - Purchase	\$185.34		
		<b>\$551.07</b>	<b>Subtotal for Dept.</b>	<b>Cemetery</b>
00020276	IN ALLURETECH/COFFEYN - Purch	\$42.00		
		<b>\$42.00</b>	<b>Subtotal for Dept.</b>	<b>City Hall</b>
00019509	REI MATTHEW BENDER & CO - P	\$112.43		
00020251	MAVERIK CNTRY STR #2 - Purchas	\$66.79		
00020296	ATLAS OFFICE PRODUCTS - Purcha	\$324.76		

# Bills and Claims

City of Casper

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00020299 MAVERIK CNTRY STR #2 - Purchas	\$62.65	
00020696 ALBERTSONS - Purchase	\$36.24	
00020419 BLOEDORN LUMBER CASPER - Purch	\$17.09	
00020133 PAPA JOHN'S #01393.COM - Purch	\$49.32	
00019822 XEROX CORPORATION/RBO - Purcha	\$73.01	
00019475 ATLAS OFFICE PRODUCTS - Purcha	\$27.30	
00019309 ATLAS OFFICE PRODUCTS - Purcha	\$100.00	
00020801 ATLAS OFFICE PRODUCTS - Purcha	\$148.68	
00020383 ATLAS OFFICE PRODUCTS - Purcha	\$62.88	
	<b>\$1,081.15</b>	<b>Subtotal for Dept. City Manager</b>
00019367 VZWRLSS MY VZ VB P - Purchase	\$42.68	
00020384 ATLAS OFFICE PRODUCTS - Purcha	\$134.58	
00020541 HOLIDAY INN RIVERTON - Purchas	\$83.00	
00020633 ATLAS OFFICE PRODUCTS - Purcha	\$33.54	
00020782 IN EXPRESS PRINTING C - Purch	\$641.40	
00020727 VZWRLSS MY VZ VB P - Purchase	\$42.68	
	<b>\$977.88</b>	<b>Subtotal for Dept. Code Enforcement</b>
00020829 PAPA JOHN'S #01393.COM - Purch	\$49.89	
00019367 VZWRLSS MY VZ VB P - Purchase	\$30.02	
00020244 CROWN AWARDS INC - Purchase	\$481.55	
00020609 THE WONDER BAR - Purchase	\$56.86	
00020801 ATLAS OFFICE PRODUCTS - Purcha	\$148.68	
00020727 VZWRLSS MY VZ VB P - Purchase	\$30.02	
00020612 CASPER STAR TRIBUNE - Purchase	\$902.00	
00020728 ATLAS OFFICE PRODUCTS - Purcha	\$123.62	
00020281 CASPER STAR TRIBUNE - Purchase	\$79.40	
00020476 CROWN AWARDS INC - Purchase	\$10.00	
00020161 J'S PUB &&& GRILL -	\$73.46	
00020796 CASPER PETROLEUM CLUB - Purcha	\$300.00	
00020189 BEST BUY 00015271 - Purch	\$2,039.94	
00019698 SAMS CLUB #6425 - Purchase	\$945.07	
	<b>\$5,270.51</b>	<b>Subtotal for Dept. Council</b>
00020727 VZWRLSS MY VZ VB P - Purchase	\$47.19	
00020502 XEROX CORPORATION/RBO - Purcha	\$24.20	
00020608 SELBYS BILLINGS - Purchase	\$132.35	
00019367 VZWRLSS MY VZ VB P - Purchase	\$47.19	
00020366 ATLAS OFFICE PRODUCTS - Purcha	\$199.66	
00020471 ATLAS OFFICE PRODUCTS - Purcha	\$38.60	
00020347 CASPER STAR TRIBUNE - Purchase	\$351.00	
00020478 XEROX CORPORATION/RBO - Purcha	\$115.31	
	<b>\$955.50</b>	<b>Subtotal for Dept. Engineering</b>
00020654 ATLAS OFFICE PRODUCTS - Purcha	\$83.16	
00020217 ATLAS OFFICE PRODUCTS - Purcha	\$73.56	
00020613 ATLAS OFFICE PRODUCTS - Purcha	\$31.42	
00020146 BLN SMARTFTPCOM - Purchase	\$39.95	
00020727 VZWRLSS MY VZ VB P - Purchase	\$21.35	
00020120 B & B RUBBER STAMP SHO - Purch	\$70.40	
00020392 FLEMING SUPPLY - Purchase	\$5.01	
00019791 IN US NET SERVICES LL - Purch	\$249.00	
00020316 BAILEYS ACE HARDWARE - Purchas	\$21.13	

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

00020400 SUTHERLANDS 2219 - Purchase	\$36.91	
00020519 SUTHERLANDS 2219 - Purchase	\$81.48	
00020077 ALSCO SLCAS - Purchase	\$11.61	
00018961 ALSCO SLCAS - Purchase	\$11.61	
00020094 BEST BUY 00015271 - Purch	\$14.99	
00020220 SUTHERLANDS 2219 - Purchase	\$86.29	
00020510 ATLAS OFFICE PRODUCTS - Purcha	\$14.70	
00019367 VZWRLSS MY VZ VB P - Purchase	\$21.35	
	<b>\$873.92</b>	<b>Subtotal for Dept. Finance</b>
00020382 BARGREEN WYOMING 25 - Purchase	\$411.75	
00020764 SPORTSMANS WAREHOUSE 1 - Purch	\$27.92	
00020512 WAL-MART #1617 - Purchase	\$101.35	
00020159 THE HOME DEPOT 6001 - Purchase	\$143.35	
00020535 WALMART.COM - Purchase	\$405.41	
00020566 NORCO INC - Purchase	\$470.16	
00020373 KISTLER TENT AWNING - Purchas	\$50.00	
00020043 KISTLER TENT AWNING - Purchas	\$35.00	
00020192 PROMOTIONS NOW - Purchase	\$673.51	
00020555 ALBERTSONS #2060 - Purchase	\$19.94	
00020365 FIRE PROTECTION PUB-WE - Purch	\$495.00	
00020032 MY EDUCATIONAL RESOURC - Purch	\$199.95	
00020289 THE HOME DEPOT 6001 - Purchase	\$13.96	
00019999 THE HOME DEPOT 6001 - Purchase	\$79.98	
00020064 WIRELESS ADVANCED COMM - Purch	\$767.38	
00020566 NORCO INC	\$357.20	
00020530 THE HOME DEPOT 6001 - Purchase	\$26.73	
00020376 STAPLES 00114181 - Purch	\$31.49	
00020002 SQ HITEK COMMUNICATIO - Purch	\$335.25	
00020787 NORCO INC - Purchase	\$2,241.48	
00020179 NATIONWIDE SUPPLY IQPS - Purch	\$365.16	
00020455 WIRELESS ADVANCED COMM - Purch	\$556.00	
00020561 SAMSClub #6425 - Purchase	\$1,164.51	
00019971 ATLAS OFFICE PRODUCTS - Purcha	\$224.07	
00020582 BARGREEN WYOMING 25 - Purchase	\$381.35	
00019997 NORCO INC - Purchase	\$4,319.82	
00020136 NATIONWIDE SUPPLY IQPS - Purch	\$69.61	
00020085 ENTENMANN-ROVIN COMPAN - Purch	\$248.50	
00020807 ATLAS OFFICE PRODUCTS - Purcha	\$89.58	
00020532 NORCO INC - Purchase	\$259.96	
00020101 SONETICS-FIRECOMFLIGHT - Purch	\$386.25	
00020415 THE HOME DEPOT 6001 - Purchase	\$44.95	
00020844 IAAI - Purchase	\$140.00	
00020753 ATLAS OFFICE PRODUCTS - Purcha	\$344.70	
	<b>\$15,481.27</b>	<b>Subtotal for Dept. Fire</b>
00020280 FEDEXOFFICE 00009423 - Purch	\$210.00	
00020411 ATLAS OFFICE PRODUCTS - Purcha	\$32.01	
00020298 NATIVE GROUND BOOK & M - P	\$311.85	
00020629 TARGET 00001644 - Purch	\$14.99	
00020619 GOEDICKE'S CUSTOM FRAM - Purch	\$385.18	
00020718 SUTHERLANDS 2219 - Purchase	\$9.95	

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

00020295 SMITHS FOOD #4185 - Purchase	\$36.83	
00019986 AMERICANA SOUVENIRS - Purchase	\$814.64	
00020695 WM SUPERCENTER #3778 - Purchas	\$21.88	
00020668 FEDEX OFFICE 00009423 - Purch	\$752.33	
00020432 ARCADIA PUBLISHING INC - Purch	\$224.30	
	<b>\$2,813.96</b>	<b>Subtotal for Dept. Fort Caspar</b>
00020496 HENSLEY BATTERY&ELECTR - P	\$60.57	
00020497 BEARING BELTCHAIN00244 - Purch	\$75.14	
00020307 GOODYEAR COMMERCIAL TI - Purch	\$294.38	
00020169 BEARING BELTCHAIN00244 - Purch	\$173.88	
00020240 BEARING BELTCHAIN00244 - Purch	\$25.19	
00020487 HENSLEY BATTERY&ELECTR - P	\$88.52	
00020314 BEARING BELTCHAIN00244 - Purch	\$155.16	
00020294 BEARING BELTCHAIN00244 - Purch	\$7.28	
00020141 INLAND TRUCK PARTS #35 - Purch	\$921.16	
00020208 DRIVEN POWERSPORTS - Purchase	\$86.12	
00020727 VZWRLLS MY VZ VB P - Purchase	\$21.35	
00020493 BAILEYS ACE HARDWARE - Purchas	\$49.49	
00020381 BEARING BELTCHAIN00244 - Purch	\$36.43	
00019536 VCN WYDOT IFTA, IRP CT - Purch	\$38.50	
00020286 Cate Rental and Sales - Purcha	\$36.39	
00020285 STOTZ EQUIPMENT - Purchase	\$63.94	
00020258 WHITES MOUNTAIN - Credit	(\$10.00)	
00019367 VZWRLLS MY VZ VB P - Purchase	\$21.35	
00020265 WW GRAINGER - Purchase	\$31.20	
00020307 GOODYEAR COMMERCIAL TI-PURCHAS	\$294.38	
00020293 WHITES MOUNTAIN - Purchase	\$55.02	
00020409 FORCE AMERICA DISTRIB - Purcha	\$75.23	
00020219 MCCOY SALES CORPORATIO - Purch	\$406.26	
00020213 BEARING BELTCHAIN00244 - Purch	\$127.41	
00020210 WW GRAINGER - Purchase	\$40.64	
00020200 WW GRAINGER - Purchase	\$4.72	
00020198 TITAN MACHINERY - CASP - Purch	\$177.87	
00020153 BEARING BELTCHAIN00244 - Credi	(\$17.97)	
00019727 DRIVE TRAIN INDUSTRIES - Purch	\$23.04	
00020222 GOODYEAR COMMERCIAL TI - Purch	\$683.52	
00019761 DRIVE TRAIN INDUSTRIES - Credi	(\$23.04)	
00020378 JACKS TRUCK AND EQUIPMT - Purch	\$320.34	
00020470 BEARING BELTCHAIN00244 - Purch	\$10.88	
00020268 GOODYEAR COMMERCIAL TI - Purch	\$1,317.50	
00020420 DRIVE TRAIN INDUSTRIES - Purch	\$126.08	
00020263 BEARING BELTCHAIN00244 - Purch	\$104.64	
00019634 HONNEN EQUIPMENT #04 - Purchas	\$431.01	
00020380 BEARING BELTCHAIN00244 - Credi	(\$209.28)	
00020234 JACKS TRUCK AND EQUIPMT - Credi	(\$199.07)	
00020372 BEARING BELTCHAIN00244 - Purch	\$313.92	
00020367 BEARING BELTCHAIN00244 - Purch	\$63.66	
00020279 BEARING BELTCHAIN00244 - Purch	\$127.96	
00020443 BEARING BELTCHAIN00244 - Purch	\$47.98	
00019659 WYOMING MACHINERY CO - Purchas	\$80.30	

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

00020386 GREINER MOTOR COMPANY - Purcha	\$95.25	
00020342 TOP OFFICE PRODUCTS - Purchase	\$17.04	
00020363 BEARING BELTCHAIN00244 - Purch	\$95.76	
00020360 WEAR PARTS INC - Purchase	\$25.23	
00020407 TITAN MACHINERY - CASP - Purch	\$324.00	
00020353 Cate Rental and Sales - Purcha	\$56.12	
00020482 HENSLEY BATTERY&ELECTR - P	\$88.52	
00020385 STOTZ EQUIPMENT - Purchase	\$79.21	
00020375 STOTZ EQUIPMENT - Purchase	\$29.41	
00020374 BEARING BELTCHAIN00244 - Purch	\$4.71	
00020370 BEARING BELTCHAIN00244 - Purch	\$5.12	
	<b>\$7,379.42</b>	<b>Subtotal for Dept. Garage</b>
00020448 ROCKY MOUNTAIN REGIONA - Purch	\$135.00	
00020537 R & R REST STOPS - Purchas	\$755.13	
	<b>\$890.13</b>	<b>Subtotal for Dept. Golf Course</b>
00020427 STARBUCKS #07762 WASHI - Purch	\$4.57	
00020450 DIA PARKING OPERATIONS - Purch	\$34.00	
00020469 MARRIOTT 337W0 F&B - Purchase	\$26.00	
00020459 LOAF N JUG #0119 Q81 - Purch	\$3.07	
00020452 LOAF N JUG #0119 Q81 - Purch	\$25.83	
00020399 ATLAS OFFICE PRODUCTS - Purcha	\$9.64	
00020202 LEBANESE TAVERNA DC - Purchase	\$28.10	
00020418 WOODLEY CAFE - Purchase	\$20.27	
00020179 NATIONWIDE SUPPLY IQPS - Purch	\$143.40	
00020538 OTG DCA VENTURE II, LL - Purch	\$14.07	
00020330 QUIZNOS A #46 - Purchase	\$10.03	
00020461 CRACKER BARREL #270 LO - Purch	\$15.12	
00020247 LOAF N JUG #0119 Q81 - Purch	\$18.22	
00020136 NATIONWIDE SUPPLY IQPS - Purch	\$1.50	
	<b>\$353.82</b>	<b>Subtotal for Dept. Health Insurance</b>
00020038 DANA KEPNER CO. - Purchase	\$42.00	
00020454 ORKIN 854 - Purchase	\$84.27	
00020727 VZWRLSS MY VZ VB P - Purchase	\$21.35	
00020707 NIX SIGN CO LLC - Purchase	\$110.25	
00020618 HOSE & RUBBER SUPPLY - Pur	\$514.17	
00020632 NOLAND FEED INC. - Purchase	\$132.30	
00020160 0970 CED - Purchase	\$52.17	
00020531 71 CONSTRUCTION INC #1 - Purch	\$1,776.77	
00020084 GEORGE T SANDERS 20 - Credit	(\$195.98)	
00020325 ZAP ZAPPOS.COM - Purchase	\$990.00	
00019367 VZWRLSS MY VZ VB P - Purchase	\$21.35	
00020501 ENERGY LABORATORIES - Purchase	\$159.50	
00020462 WYOMING WORK WAREHOUSE - Purch	\$271.74	
00020066 CASPER CONTRACTORS SUP - Purch	\$20.60	
00020110 GEORGE T SANDERS 20 - Credit	(\$38.73)	
00020704 0970 CED - Purchase	\$439.50	
00020183 CRUM ELECTRIC SUPPLY C - Purch	\$51.76	
	<b>\$4,453.02</b>	<b>Subtotal for Dept. Hogadon</b>
00020136 NATIONWIDE SUPPLY IQPS - Purch	\$10.60	
00020179 NATIONWIDE SUPPLY IQPS - Purch	\$33.18	

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

00020399 ATLAS OFFICE PRODUCTS - Purcha	\$19.28	
00020539 ABSO - Purchase	\$644.34	
	<b>\$707.40</b>	<b>Subtotal for Dept. Human Resources</b>
00020267 PAPA JOHN'S #01393 - Purchase	\$49.94	
00019987 WM SUPERCENTER #1617 - Purchas	\$19.40	
00019871 PAPA JOHN'S #01393 - Purchase	\$49.94	
00020022 SAMS CLUB #6425 - Purchase	\$15.98	
00020304 PAPA JOHN'S #01393 - Purchase	\$33.96	
00019981 DOLRTREE 3288 00032888 - Purch	\$5.00	
00020309 SAMS CLUB #6425 - Purchase	\$53.42	
00020282 WM SUPERCENTER #1617 - Purchas	\$17.76	
00020264 PAPA JOHN'S #01393 - Purchase	\$30.00	
00019829 WM SUPERCENTER #1617 - Purchas	\$130.58	
00020231 PAPA JOHN'S #01393 - Purchase	\$55.00	
00020016 DOLRTREE 3288 00032888 - Purch	\$12.00	
	<b>\$472.98</b>	<b>Subtotal for Dept. Ice Arena</b>
00020199 THE HOME DEPOT 6001 - Purchase	\$39.76	
00020087 IN COLORADO GOVERNMENT - Purch	\$100.00	
	<b>\$139.76</b>	<b>Subtotal for Dept. Information Services</b>
00019565 HOBBY-LOBBY #0233 - Purchase	\$81.54	
00020439 ALTITUDE VETERINARY HO - Purch	\$1,520.55	
00020699 FEDEX 92286788 - Purchase	\$103.50	
00019516 BAILEYS ACE HARDWARE - Purchas	\$17.81	
00019227 Galls Intern - Purchase	\$96.93	
00020473 FIRSTDATA COMMERCIAL S - Purch	\$34.90	
00020500 ALL CREATURES VETERINA - Purch	\$258.50	
	<b>\$2,113.73</b>	<b>Subtotal for Dept. Metro Animal</b>
00020446 BROKEN WHEEL TRUCK S - Purchas	\$5.01	
00020393 LOAF N JUG #0119 Q81 - Purch	\$7.70	
00020393 Federal Portion	\$7.70	
00020446 Federal Portion	\$5.00	
	<b>\$25.41</b>	<b>Subtotal for Dept. Metropolitan Planning</b>
00020429 TOP OFFICE PRODUCTS - Purchase	\$164.12	
00020442 TOP OFFICE PRODUCTS - Credit	(\$57.68)	
	<b>\$106.44</b>	<b>Subtotal for Dept. Municipal Court</b>
00020125 BAILEYS ACE HARDWARE - Purchas	\$68.04	
00020291 BAILEYS ACE HARDWARE - Purchas	\$19.98	
00019657 CASPER STAR TRIBUNE - Purchase	\$415.57	
00020243 THE HOME DEPOT 6001 - Purchase	\$53.93	
00020700 BAILEYS ACE HARDWARE - Purchas	\$64.35	
00020639 BLOEDORN LUMBER CASPER - Purch	\$20.00	
00020320 BAILEYS ACE HARDWARE - Purchas	\$89.96	
00020685 BAILEYS ACE HARDWARE - Purchas	\$4.74	
00020508 R & R REST STOPS - Purchas	\$3,282.27	
00020139 EXTREME TRUCK INC - Purchase	\$177.00	
00020108 CPS DISTRIBUTORS INC C - Purch	\$31.92	
00020324 ARROWHEAD ORNAMENTALS - Purcha	\$2,354.00	
00020509 GEAR UP AND GET OUT TH - Purch	\$107.46	
00020606 NORCO INC - Purchase	\$74.76	

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

00020660	BLOEDORN LUMBER CASPER - Purch	\$273.40	
00020460	SQ COMPLETE TREE SERV - Purch	\$2,390.00	
00019882	BAILEYS ACE HARDWARE - Purchas	\$38.61	
00020321	CPS DISTRIBUTORS INC C - Purch	\$144.32	
00020331	BAILEYS ACE HARDWARE - Purchas	\$46.98	
00020155	OREILLY AUTO 00027466 - Purch	\$83.97	
00020068	GEOTEC INDUSTRIAL SUPP - Purch	\$300.00	
00020197	HOSE & RUBBER SUPPLY - Pur	\$64.35	
00020341	CASPER STAR TRIBUNE - Purchase	\$137.52	
00020342	TOP OFFICE PRODUCTS - Purchase	\$24.93	
00020747	THE HOME DEPOT 6001 - Purchase	\$45.63	
00020485	STAPLES 00114181 - Purch	\$34.99	
00019909	NETWORK FLEET. INC. - Purchase	\$125.75	
00020553	AMERICAN SWING COM - Purchase	\$381.50	
00020650	MENARDS CASPER - Purchase	\$327.99	
00020723	SUPERIOR TECH PRODUCTS - Purch	\$300.00	
00020715	BAILEYS ACE HARDWARE - Purchas	\$23.58	
00020580	HARBOR FREIGHT TOOLS 3 - Purch	\$187.88	
00020533	INTL SOC ARBORICULTURE - Purch	\$267.00	
00020451	NORCO INC - Purchase	\$74.76	
00020147	CRUM ELECTRIC SUPPLY C - Purch	\$19.97	
00020710	BLOEDORN LUMBER CASPER - Purch	\$299.96	
00020712	BLOEDORN LUMBER CASPER - Credi	(\$299.96)	
00020526	SUTHERLANDS 2219 - Purchase	\$156.00	
		<b>\$12,213.11</b>	<b>Subtotal for Dept. Parks</b>
00020772	DAVIDSON MECHANICAL, I - Purch	\$11,000.00	
		<b>\$11,000.00</b>	<b>Subtotal for Dept. Perpetual Care</b>
00019956	WAL-MART #1617 - Purchase	\$31.25	
00020579	AMERICAN PLANNING ASSO - Purch	\$111.00	
00020730	CASPER STAR TRIBUNE - Purchase	\$104.80	
		<b>\$247.05</b>	<b>Subtotal for Dept. Planning</b>
00020379	ATLAS OFFICE PRODUCTS - Purcha	\$11.99	
00020687	MY EDUCATIONAL RESOURC - Purch	\$70.00	
00020399	ATLAS OFFICE PRODUCTS - Purcha	\$9.64	
00020593	MOUNTAIN STATES LITHOG - Purch	\$58.05	
00020396	ATLAS OFFICE PRODUCTS - Purcha	\$164.61	
		<b>\$314.29</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00020206	DOMINO'S 6042 - Purchase	\$52.92	
00020308	HOBBY-LOBBY #0233 - Purchase	\$55.26	
00020126	AMAZON MKTPLACE PMTS - Purchas	\$23.98	
00020398	SAMS CLUB #6425 - Purchase	\$43.36	
00020119	ART STONE INC. - Purchase	\$759.68	
00020388	NORCO INC - Purchase	\$415.46	
00020424	SAMSCLUB #6425 - Purchase	\$11.16	
00020132	LIBERTS - Purchase	\$604.85	
		<b>\$1,966.67</b>	<b>Subtotal for Dept. Recreation</b>
00019990	FLEMING SUPPLY - Purchase	\$5.01	
00020178	SHERWIN WILLIAMS #3439 - Purch	\$572.10	
00020292	LOVE S COUNTRY0002204 - Purch	\$160.00	

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

00019909 NETWORK FLEET. INC. - Purchase	\$570.90	
00020405 QUALITY OFFICE SOLUTIO - Purch	\$30.70	
00020637 SAMS CLUB #6425 - Purchase	\$103.29	
00020194 BIG APPLE PET SUPPLY I - Purch	\$170.84	
00020215 BAILEYS ACE HARDWARE - Purchas	\$481.86	
00020069 AMERI-KART CORP - Purchase	\$2,226.66	
	<b>\$4,321.36</b>	<b>Subtotal for Dept. Refuse Collection</b>
00020103 COGENT - Credit	(\$2,893.40)	
00019367 VZWRLLS MY VZ VB P - Purchase	\$21.35	
00019909 NETWORK FLEET. INC. - Purchase	\$25.95	
00019996 COGENT - Purchase	\$2,893.40	
00020075 USPS 57155804730311021 - Purch	\$8.24	
00020176 ALSCO SLCAS - Purchase	\$285.65	
00020626 ALSCO SLCAS - Purchase	\$45.27	
00019888 COGENT - Purchase	\$2,893.50	
00020434 EB COMMERCIAL PESTICI - Purch	\$85.00	
00020727 VZWRLLS MY VZ VB P - Purchase	\$21.35	
00019885 COGENT - Purchase	\$2,893.40	
00020428 DECKER AUTO GLASS - Purchase	\$247.10	
	<b>\$6,526.81</b>	<b>Subtotal for Dept. Sewer</b>
00020188 DELTA 00682545274224 - Pur	\$25.00	
00020344 HILTON HOTELS - Purchase	\$714.04	
00020323 CAFE RIO MEXICAN GRILL - Purch	\$112.61	
00020186 CARL'S JR. #8452 - Purchase	\$57.20	
00020340 HILTON HOTELS - Purchase	\$714.04	
00020326 HILTON HOTELS - Purchase	\$714.04	
00020351 HERTZ RENT-A-CAR - Purchase	\$623.13	
00020352 CNCIA PARKING - Purchase	\$25.00	
00020278 AJO AL'S 16TH STREET - Purchas	\$136.44	
00020273 AMPCO PARKING COLLIER - Purcha	\$14.00	
00020357 HILTON HOTELS - Purchase	\$357.02	
00020171 SEATTLE'S BEST COFFE - Purchas	\$2.21	
00020207 ARIZONA CENTER #96 Q96 - Purch	\$8.00	
00020349 HILTON HOTELS - Purchase	\$714.04	
00020327 HILTON HOTELS - Purchase	\$714.04	
00020302 DELTA 00682549282310 - Pur	\$60.00	
00020256 HILTON HOTELS - Purchase	\$357.02	
00020245 DELTA 00682541275555 - Pur	\$60.00	
00020337 HERTZ RENT-A-CAR - Purchase	\$623.13	
00020238 TOPGOLF RIVERWALK 013- - Purch	\$120.39	
00020333 TOPGOLF RIVERWALK 013- - Purch	\$119.32	
00020233 DELTA 00682545273760 - Pur	\$25.00	
00020229 DELTA 00682545273756 - Pur	\$25.00	
00020346 HILTON HOTELS - Purchase	\$714.04	
00020144 HILTON CAFE MARKET - Purchase	\$94.27	
00020300 CIRCLE K 03747 - Purchase	\$44.57	
00020257 FIRED PIE - Purchase	\$89.40	
00020322 HILTON HOTELS - Purchase	\$135.87	
00020170 MCDONALD'S F35201 - Purchase	\$9.56	
00020315 HILTON CAFE MARKET - Purchase	\$131.82	

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

00020162	MCDONALD'S F35201 - Purchase	\$40.42	
00020129	AMPCO PARKING COLLIER - Purcha	\$10.00	
00020332	UT INC - Purchase	\$46.49	
00020143	AMPCO PARKING COLLIER - Purcha	\$10.00	
00020130	FIREFIGHTER COMBAT CHA - Purch	\$830.00	
00020311	DELTA 00682549281993 - Pur	\$60.00	
00020260	WAL-MART #2515 - Purchase	\$306.11	
00020204	DELTA 00682545273745 - Pur	\$60.00	
00020061	DELTA 00682544639733 - Pur	\$25.00	
00020071	DELTA 00682546639574 - Pur	\$25.00	
00020055	DELTA 00682548638214 - Pur	\$25.00	
00020082	DELTA 00682548638951 - Pur	\$25.00	
00020313	WM SUPERCENTER #2515 - Purchas	\$24.01	
00020073	DELTA 00682548639544 - Pur	\$60.00	
		<b>\$9,087.23</b>	<b>Subtotal for Dept. Social Community Services</b>
00020046	WW GRAINGER - Purchase	\$74.38	
00019909	NETWORK FLEET. INC. - Purchase	\$622.80	
00020491	CASPER STAR TRIBUNE - Purchase	\$165.90	
00020623	BAILEYS ACE HARDWARE - Purchas	\$15.47	
00020342	TOP OFFICE PRODUCTS - Purchase	\$24.93	
00019367	VZWRLSS MY VZ VB P - Purchase	\$21.35	
00020727	VZWRLSS MY VZ VB P - Purchase	\$21.35	
00020236	AMERIGAS AMERIGAS - Purcha	\$234.46	
00020534	THE HOME DEPOT 6001 - Purchase	\$117.28	
00020403	STAPLES 00114181 - Purch	\$33.96	
00020486	MENARDS CASPER - Purchase	\$311.87	
00020113	ALSCO SLCAS - Purchase	\$240.16	
00020504	WW GRAINGER - Purchase	\$161.00	
00020479	ATLAS REPRODUCTION - Purchase	\$394.35	
00020689	CRETEX CONCRETE PRODUC - Purch	\$465.00	
		<b>\$2,904.26</b>	<b>Subtotal for Dept. Streets</b>
00020727	VZWRLSS MY VZ VB P - Purchase	\$21.35	
00019367	VZWRLSS MY VZ VB P - Purchase	\$21.35	
00020318	LYLE SIGNS - Purchase	\$1,820.00	
00019932	LIGHTING SUPPLY - Purchase	\$2.20	
00020228	ALSCO SLCAS - Purchase	\$19.00	
00020621	CASPER CONTRACTORS SUP - Purch	\$30.75	
00019901	COMFORT INN WHEAT RIDG - Purch	\$470.00	
00020705	AMBI MAIL AND MARKETIN - Purch	\$16.88	
00019909	NETWORK FLEET. INC. - Purchase	\$155.70	
		<b>\$2,557.23</b>	<b>Subtotal for Dept. Traffic</b>
00020642	RESPOND FIRST AID - Purchase	\$89.45	
00020413	USPS 57155809430310940 - Purch	\$49.00	
00020564	HENSLEY BATTERY&ELECTR - P	\$90.49	
00020653	CRUM ELECTRIC SUPPLY C - Purch	\$689.53	
00020368	WEAR PARTS INC - Purchase	\$17.87	
00020719	NORCO INC - Purchase	\$15.39	
00020408	ENERGY LABORATORIES, I - Purch	\$3,441.00	
00020625	INTERMOUNTAIN MOTOR SA - Purch	\$2,488.88	
00020338	BAILEYS ACE HARDWARE - Purchas	\$147.91	

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

00019367	VZWRLLS MY VZ VB P - Purchase	\$42.68	
00020489	CENTRAL TRUCK & DIESEL - P	\$438.90	
00020490	BACKFLOW SUPPLY - Purchase	\$344.78	
00020601	MCMASTER-CARR - Purchase	\$148.87	
00020594	CASPER WINNELSON CO - Purchase	\$1.52	
00020679	WW GRAINGER - Purchase	\$105.24	
00020436	BEARING BELTCHAIN00244 - Purch	\$4.89	
00020727	VZWRLLS MY VZ VB P - Purchase	\$42.68	
00020435	WW GRAINGER - Purchase	\$143.40	
00020416	ENERGY LABORATORIES, I - Purch	\$40.00	
	<b>\$8,342.48</b> Subtotal for Dept.		Waste Water
00019367	VZWRLLS MY VZ VB P - Purchase	\$51.36	
00020135	MOBILE CONCRETE, INC - Purchas	\$365.00	
00020622	GUNNERS METERS - Purchase	\$452.00	
00019458	CASPER STAR TRIBUNE - Purchase	\$180.40	
00019909	NETWORK FLEET. INC. - Purchase	\$103.80	
00020726	ATLAS OFFICE PRODUCTS - Purcha	\$51.30	
00020354	ENERGY LABORATORIES, I - Purch	\$40.00	
00020727	VZWRLLS MY VZ VB P - Purchase	\$51.36	
00020583	DIAMOND VOGEL PAINT #7 - Purch	\$57.34	
00020156	TOP OFFICE PRODUCTS - Purchase	\$136.09	
00020211	SUTHERLANDS 2219 - Purchase	\$3.78	
00020250	GEORGE T SANDERS 20 - Purchase	\$291.12	
00020570	BEARING BELTCHAIN00244 - Purch	\$361.74	
00020269	DANA KEPNER CO. - Purchase	\$49.72	
00020440	UNITED STATES WELDING - Purcha	\$19.57	
00020563	SUTHERLANDS 2219 - Purchase	\$12.98	
00020542	ENERGY LABORATORIES, I - Purch	\$340.00	
00020674	PRO-KOTE ENGINEERING & - Purch	\$390.00	
00020328	HARBOR FREIGHT TOOLS 3 - Purch	\$56.94	
00020748	DANA KEPNER CO. - Purchase	\$285.00	
00020335	HYDRAFLO INC - Purchase	\$222.45	
00020536	PILOT 00007583 - Purch	\$32.73	
00020523	SUTHERLANDS 2219 - Purchase	\$46.02	
00020150	DANA KEPNER CO. - Purchase	\$1,833.72	
00020404	FINISH LINE SYSTEMS LL - Purch	\$3,865.28	
00020565	SUTHERLANDS 2219 - Purchase	\$5.43	
00020449	HOMAX OIL SALES INC - Purchase	\$124.68	
00020355	CASPER CONTRACTORS SUP - Purch	\$209.12	
00020364	BEARING BELTCHAIN00244 - Purch	\$70.29	
	<b>\$9,709.22</b> Subtotal for Dept.		Water
00020727	VZWRLLS MY VZ VB P - Purchase	\$21.35	
00020097	XEROX CORP - RBO - Purchase	\$179.89	
00019367	VZWRLLS MY VZ VB P - Purchase	\$21.35	
00019906	AMERICAN WATERWORKS - Purchase	\$75.00	
00020255	WW GRAINGER - Purchase	\$104.40	
00019790	IN INDUSTRIAL MAINTAI - Purch	\$150.00	
00019813	WEAR PARTS INC - Purchase	\$18.81	
00020017	WEAR PARTS INC - Purchase	\$40.09	
00020483	USPS 57155809430310940 - Purch	\$16.38	

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

00020475 ENERGY LABORATORIES - Purchase	\$245.00	
00020488 ALSCO SLCAS - Purchase	\$103.20	
00020109 UNITED STATES WELDING - Purcha	\$3,338.74	
00020100 ATLAS OFFICE PRODUCTS - Purcha	\$42.46	
00020035 FLEMING SUPPLY - Purchase	\$141.88	
00020138 WATERWORKS INDUSTRIES - Purcha	\$193.28	
00020261 NORCO INC - Purchase	\$25.00	
00020414 SUTHERLANDS 2219 - Purchase	\$83.94	
00020205 AMERICAN WATERWORKS - Purchase	\$187.00	
00019910 POWER SERVICE INC - Credit	(\$390.20)	
00020062 LONG BLDG. TECHNOLOGIE - Purch	\$3,662.25	
00020134 ENERGY LABORATORIES - Purchase	\$3,528.00	
00019780 ATLAS OFFICE PRODUCTS - Purcha	\$103.19	
00020674 PRO-KOTE ENGINEERING & - Purch	\$390.00	
00020148 CASPER STAR TRIBUNE - Purchase	\$32.72	
00020095 ALSCO SLCAS - Purchase	\$70.24	
00020472 WW GRAINGER - Purchase	\$124.40	
00020209 FLEMING SUPPLY - Purchase	\$26.10	
	<b>\$12,534.47</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
00020559 INTL SOC ARBORICULTURE - Purch	\$182.00	
00020339 HOSE & RUBBER SUPPLY -	\$51.51	
00020433 MOUNTAIN STATES LITHOG - Purch	\$63.35	
	<b>\$296.86</b>	<b>Subtotal for Dept. Weed And Pest</b>
	<b>\$153,714.74</b>	<b>Subtotal for Vendor</b>

## PEPSI COLA OF CASPER

3511 CONCESSION SUPPLIES	\$774.20	
477981 CONCESSION SUPPLIES	\$1,453.40	
	<b>\$2,227.60</b>	<b>Subtotal for Dept. Casper Events Center</b>
	<b>\$2,227.60</b>	<b>Subtotal for Vendor</b>

## PHIPPS CONSTRUCTION

14 CASPER YOUTH BASEBALL FIELD OF	\$98,210.00	
	<b>\$98,210.00</b>	<b>Subtotal for Dept. Parks</b>
	<b>\$98,210.00</b>	<b>Subtotal for Vendor</b>

## POSTAL PROS, INC.

74072 UTILITY BILLING FEES	\$11,874.81	
	<b>\$11,874.81</b>	<b>Subtotal for Dept. Finance</b>
	<b>\$11,874.81</b>	<b>Subtotal for Vendor</b>

## PROTECH ELECTRIC INC.

5406 REPAIR SOLENOID/BIOSOLIDS	\$160.00	
	<b>\$160.00</b>	<b>Subtotal for Dept. Balefill</b>
	<b>\$160.00</b>	<b>Subtotal for Vendor</b>

## RESOURCE STAFFING

4039 LABOR	\$220.10	
4026 LABOR	\$2,248.10	
	<b>\$2,468.20</b>	<b>Subtotal for Dept. Casper Events Center</b>
	<b>\$2,468.20</b>	<b>Subtotal for Vendor</b>

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

## RICH BROWN

RIN0024653 TRAVEL EXPENSE

\$427.00

**\$427.00** Subtotal for Dept. Police

**\$427.00** Subtotal for Vendor

## RICHARD CONSTANTINO

RIN0024624 CLOTHING REIMBURSEMENT

RIN0024624 BOOT REIMBURSEMENT

\$100.00

\$34.14

**\$134.14** Subtotal for Dept. Water Treatment Plant

**\$134.14** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP00014911071423 ELECTRICITY

\$5,127.53

AP00016911211406 ELECTRICITY

\$206.52

**\$5,334.05** Subtotal for Dept. Aquatics

AP00016711071423 ELECTRICITY

\$3,156.38

**\$3,156.38** Subtotal for Dept. Balefill

AP00016811211406 ELECTRICITY

\$116.65

**\$116.65** Subtotal for Dept. Buildings And Grounds

AP00015311071423 ELECTRICITY

\$19,201.69

**\$19,201.69** Subtotal for Dept. Casper Events Center

AP00015011071423 ELECTRICITY

\$181.11

**\$181.11** Subtotal for Dept. Cemetery

AP00015111071423 ELECTRICITY

\$530.87

AP00015111071423 ELECTRICITY

\$36.10

AP00015111071423 ELECTRICITY

\$29.27

AP00015111071423 ELECTRICITY

\$3,678.47

AP00015111071423 ELECTRICITY

\$855.85

**\$5,130.56** Subtotal for Dept. City Hall

AP00015511071423 ELECTRICITY

\$2,917.95

**\$2,917.95** Subtotal for Dept. Fire

AP00015611071423 ELECTRICITY

\$736.28

**\$736.28** Subtotal for Dept. Fort Caspar

AP00015411071423 ELECTRICITY

\$3,019.21

**\$3,019.21** Subtotal for Dept. Garage

AP00015711071423 ELECTRICITY

\$3,057.57

**\$3,057.57** Subtotal for Dept. Golf Course

AP00015811071423 ELECTRICITY

\$2,293.45

**\$2,293.45** Subtotal for Dept. Hogadon

AP00015911071423 ELECTRICITY

\$6,976.92

**\$6,976.92** Subtotal for Dept. Ice Arena

AP00016011071423 ELECTRICITY

\$948.60

**\$948.60** Subtotal for Dept. Metro Animal

5967876 ELECTRICITY

\$7,581.00

AP00016111211406 ELECTRICITY

\$7,770.38

**\$15,351.38** Subtotal for Dept. Parks

AP00017111211406 ELECTRICITY

\$39.72

**\$39.72** Subtotal for Dept. Planning

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

AP00016211071423 ELECTRICITY	\$285.40		
	<b>\$285.40</b>	Subtotal for Dept.	Police
AP00015211071423 ELECTRICITY	\$3,877.29		
	<b>\$3,877.29</b>	Subtotal for Dept.	Recreation
AP00016311071423 ELECTRICITY	\$448.44		
	<b>\$448.44</b>	Subtotal for Dept.	Sewer
AP00017011071423 ELECTRICITY	\$91.12		
AP00016411071423 ELECTRICITY	\$54,986.43		
RIN0024631 ELECTRICITY	\$48.52		
	<b>\$55,126.07</b>	Subtotal for Dept.	Traffic
AP00016611071423 ELECTRICITY	\$26,876.34		
	<b>\$26,876.34</b>	Subtotal for Dept.	Waste Water
AP00016511211406 ELECTRICITY	\$19,175.50		
	<b>\$19,175.50</b>	Subtotal for Dept.	Water
	<b>\$174,250.56</b>	Subtotal for Vendor	

## SAM PARSON'S UPHOLSTERY

676172 REUPHOLSTER SEAT	\$350.00		
673168 REPAIR SEAT/ RESEW BACKREST	\$221.00		
673141 SEW PATCH OVER HOLE	\$170.00		
673174 RESEW SEAM BACKSEAT	\$75.00		
673154 REUPHOLSTER SEAT	\$134.50		
	<b>\$950.50</b>	Subtotal for Dept.	Garage
	<b>\$950.50</b>	Subtotal for Vendor	

## SHANE CHANEY

RIN0024652 TRAVEL EXPENSE	\$94.00		
	<b>\$94.00</b>	Subtotal for Dept.	Police
	<b>\$94.00</b>	Subtotal for Vendor	

## SHANNON DALEY

3183 CLOTHING REIMBURSEMENT	\$286.26		
	<b>\$286.26</b>	Subtotal for Dept.	Police
	<b>\$286.26</b>	Subtotal for Vendor	

## SHOSHONE DISTRIBUTING CO., INC.

02625 POSTCARDS, MEMORY GAME, WATER	\$699.50		
	<b>\$699.50</b>	Subtotal for Dept.	Fort Caspar
	<b>\$699.50</b>	Subtotal for Vendor	

## SOURCE GAS DIST. LLC

207408037920 NATURAL GAS	\$231.35		
201269611610 NATURAL GAS	\$5,771.46		
	<b>\$6,002.81</b>	Subtotal for Dept.	Aquatics
207408037924 NATURAL GAS	\$1,581.08		
	<b>\$1,581.08</b>	Subtotal for Dept.	Balefill
201002967104 NATURAL GAS	\$110.65		
	<b>\$110.65</b>	Subtotal for Dept.	Buildings And Grounds
201269614956 NATURAL GAS	\$2,325.18		
	<b>\$2,325.18</b>	Subtotal for Dept.	Casper Events Center

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

207408037974 NATURAL GAS	\$108.77		
	<b>\$108.77</b>	Subtotal for Dept.	Cemetery
201536538165 NATURAL GAS	\$17.75		
201269615277 NATURAL GAS	\$110.18		
207408037980 NATURAL GAS	\$1,242.66		
201447552773 NATURAL GAS	\$182.79		
	<b>\$1,553.38</b>	Subtotal for Dept.	City Hall
201358580283 NATURAL GAS	\$91.38		
207408037928 NATURAL GAS	\$578.06		
	<b>\$669.44</b>	Subtotal for Dept.	Fire
201180649664 NATURAL GAS	\$315.09		
	<b>\$315.09</b>	Subtotal for Dept.	Fort Caspar
201180651719 NATURAL GAS	\$1,646.93		
	<b>\$1,646.93</b>	Subtotal for Dept.	Garage
201447552356 NATURAL GAS	\$215.93		
	<b>\$215.93</b>	Subtotal for Dept.	Golf Course
201269611611 NATURAL GAS	\$1,024.19		
	<b>\$1,024.19</b>	Subtotal for Dept.	Ice Arena
201091708888 NATURAL GAS	\$620.88		
	<b>\$620.88</b>	Subtotal for Dept.	Metro Animal
201091704137 NATURAL GAS	\$15.75		
	<b>\$15.75</b>	Subtotal for Dept.	Planning
201803476903 NATURAL GAS	\$1,073.38		
	<b>\$1,073.38</b>	Subtotal for Dept.	Recreation
201358580134 NATURAL GAS	\$18.44		
	<b>\$18.44</b>	Subtotal for Dept.	Sewer
207408037923 NATURAL GAS	\$3,471.06		
	<b>\$3,471.06</b>	Subtotal for Dept.	Waste Water
207408037922 NATURAL GAS	\$178.88		
207408037902 NATURAL GAS	\$295.06		
	<b>\$473.94</b>	Subtotal for Dept.	Water
201447552687 NATURAL GAS	\$3,540.88		
	<b>\$3,540.88</b>	Subtotal for Dept.	Water Treatment Plant
	<b>\$24,767.78</b>	Subtotal for Vendor	
<b>SPORT SYSTEMS UNLIMITED CORP</b>			
RIN0024637 CEC DASHER BOARDS AND ICE COVE	\$36,173.00		
	<b>\$36,173.00</b>	Subtotal for Dept.	Casper Events Center
	<b>\$36,173.00</b>	Subtotal for Vendor	
<b>STANTEC CONSULTING SVCS INC.</b>			
848091 AMENDEMENT #1 - N. PLATTE RIVE	\$1,550.00		
	<b>\$1,550.00</b>	Subtotal for Dept.	Streets
	<b>\$1,550.00</b>	Subtotal for Vendor	
<b>STAR LINE FEEDS</b>			
230138 PET FOOD	\$637.46		
230411 PET FOOD	\$594.90		
	<b>\$1,232.36</b>	Subtotal for Dept.	Metro Animal

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

**\$1,232.36** Subtotal for Vendor

## STELLAR PROGRAMMING & CONSULTING

1965 ROUTE TRACKING SOFTWARE

\$3,877.50

**\$3,877.50** Subtotal for Dept. Refuse Collection

**\$3,877.50** Subtotal for Vendor

## STOTZ EQUIPMENT

E01776 NEW JOHN DEERE GATOR 825I

\$24,424.26

**\$24,424.26** Subtotal for Dept. Casper Events Center

**\$24,424.26** Subtotal for Vendor

## SYSCO FOOD SVCS. CORP.

410230672 OPERATING SUPPLIES-CATERING

\$672.50

411060684 CONCESSION SUPPLIES

\$439.67

411060684 OPERATING SUPPLIES-CATERING

\$247.70

411060684 ALCOHOL

\$71.09

411050531 CONCESSION SUPPLIES

\$2,591.91

411070295 CONCESSION SUPPLIES

(\$221.72)

411050531 OPERATING SUPPLIES-CATERING

\$615.63

411041402 OPERATING SUPPLIES-CATERING

\$2,016.92

**\$6,433.70** Subtotal for Dept. Casper Events Center

**\$6,433.70** Subtotal for Vendor

## TERRACON

T581962 SWF AIR EMISSIONS MONITORING A

\$455.25

**\$455.25** Subtotal for Dept. Balefill

**\$455.25** Subtotal for Vendor

## THATCHER CO.

1348880 CHLORIDE

\$7,773.72

**\$7,773.72** Subtotal for Dept. Water Treatment Plant

**\$7,773.72** Subtotal for Vendor

## TOMMY ANDERSON

RC00001000203512 STEEL TOE BOOT REIMBURSEMENT

\$75.00

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

**\$75.00** Subtotal for Vendor

## TRIHYRO CORP.

93538 2014 MCKINLEY STREET IMPROVEME

\$1,713.80

**\$1,713.80** Subtotal for Dept. Sewer

93538 2014 MCKINLEY STREET IMPROVEME

\$10,126.80

**\$10,126.80** Subtotal for Dept. Streets

93538 2014 MCKINLEY STREET IMPROVEME

\$3,739.40

**\$3,739.40** Subtotal for Dept. Water

**\$15,580.00** Subtotal for Vendor

## UNIVERSITY OF WY.- WY TECH TRANSFER CTR

765001 CONCRETE SEMINAR FOR STREETS

\$315.00

**\$315.00** Subtotal for Dept. Streets

**\$315.00** Subtotal for Vendor

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

## URGENT CARE OF CASPER LLC.

2156886 DRUG/ALCOHOL TESTING  
2157893 3RD QTR RANDOM DRUG TESTING  
  
2157894 OCC MED SVCS

\$602.00  
\$306.00  
**\$908.00 Subtotal for Dept.** Property & Liability Insurance  
\$420.00  
**\$420.00 Subtotal for Dept.** Water Treatment Plant  
**\$1,328.00 Subtotal for Vendor**

## VENTURE TECHNOLOGIES

SST000165 ANNUAL MAINT AGREE

\$45,000.00  
**\$45,000.00 Subtotal for Dept.** Communications Center  
**\$45,000.00 Subtotal for Vendor**

## VENUE COALITION, INC.

14-MU131 2ND INSTALLMENT OF 2014 MEMBER

\$5,750.00  
**\$5,750.00 Subtotal for Dept.** Casper Events Center  
**\$5,750.00 Subtotal for Vendor**

## VERIZON WIRELESS

9734925886 CELL SERVICE  
  
9734651963 CELL SERVICE

\$96.81  
**\$96.81 Subtotal for Dept.** Garage  
\$297.26  
**\$297.26 Subtotal for Dept.** Metro Animal  
**\$394.07 Subtotal for Vendor**

## VISION SVC. PLAN

RIN0024629 RETIREE BENEFITS/NOV 2014  
RIN0024628 COBRA BENEFITS/NOV 2014

\$1,201.87  
\$35.22  
**\$1,237.09 Subtotal for Dept.** Health Insurance  
**\$1,237.09 Subtotal for Vendor**

## WERCS COMMUNICATIONS

5892 ETHERNET ACCESS  
  
5378 ETHERNET ACCES  
5891 ETHERNET ACCESS  
4834 ETHERNET ACCES

\$512.50  
**\$512.50 Subtotal for Dept.** Communications Center  
\$1,015.00  
\$1,015.00  
\$1,015.00  
**\$3,045.00 Subtotal for Dept.** Police  
**\$3,557.50 Subtotal for Vendor**

## WESLEY BEER

RIN0024602 REIMBURSEMENT BOOTS

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

## WESTCO

RIN0024596 FERTILIZER FROM JIRDON

\$10,407.86  
**\$10,407.86 Subtotal for Dept.** Weed And Pest  
**\$10,407.86 Subtotal for Vendor**

## WILLIAM AHRNDT

RIN0024607 CLOTHING REIMBURSEMENT

\$75.00

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

**\$75.00 Subtotal for Dept.** Refuse Collection  
**\$75.00 Subtotal for Vendor**

## WILLIAMS, PORTER, DAY & NEVILLE, P.C.

60404 BALER COUNSEL SERVICES \$2,800.00  
 60516 BALER COUNSEL SERVICES \$540.00

**\$3,340.00 Subtotal for Dept.** Balefill

60461 SUB JUDGE (CHAPIN) \$624.00

**\$624.00 Subtotal for Dept.** Municipal Court

60856 EEOC 10/7/14 ATTORNEY SERVICES \$24.00

**\$24.00 Subtotal for Dept.** Property & Liability Insurance

**\$3,988.00 Subtotal for Vendor**

## WORTHINGTON, LENHART & CARPENTER

2014-11428 TESTING BLCKMRE MKTPLC \$275.00

2014-11579 SURVEYING HARMONY HILLS ADDN \$206.25

**\$481.25 Subtotal for Dept.** Engineering

2014-11626 DESIGN & CA FOR HIGHLAND PARK/ \$4,395.88

**\$4,395.88 Subtotal for Dept.** Streets

**\$4,877.13 Subtotal for Vendor**

## WRIGHT BROTHERS, THE BUILDING COMPANY

RIN0024647 GOLF COURSE MAINTENANCE FACILI \$186,291.67

**\$186,291.67 Subtotal for Dept.** Golf Course

**\$186,291.67 Subtotal for Vendor**

## WY. APCO

RIN0024601 REGISTRATION \$150.00

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

**\$150.00 Subtotal for Vendor**

## WY. DEPT. OF TRANSPORTATION

0000071172 CY AVE & POPLAR ST INTERSECTIO \$1,573.64

**\$1,573.64 Subtotal for Dept.** Sewer

0000070933 COOPERATIVE AGREEMENT - BRYAN \$617.98

**\$617.98 Subtotal for Dept.** Streets

0000071172 CY AVE & POPLAR ST INTERSECTIO \$2,002.82

0000070892 ROBERTSON ROAD COOPERATIVE AGR \$271,081.34

**\$273,084.16 Subtotal for Dept.** Water

**\$275,275.78 Subtotal for Vendor**

## WY. LAW ENFORCEMENT ACADEMY

A-0048 AMMO FOR RANGE TRAINING \$2,453.76

**\$2,453.76 Subtotal for Dept.** Police

**\$2,453.76 Subtotal for Vendor**

## WY. MACHINERY CO.

R1295702 COMPACTOR RENTAL/BIOSOLIDS \$1,206.00

R1289709 DOZER RENTAL FEES \$17,185.50

WO 3927865 SCRAPER REPAIRS \$934.00

WO 3910205 DOZER MAINTENANCE \$1,010.92

PO 3926830 SOS SAMPLES \$155.00

# Bills and Claims

City of Casper

19-Nov-14 to 02-Dec-14

WO 3927862 DOZER REPAIRS	\$3,536.34	
WO 3905430 BRAKE REPAIR/DOZER	\$607.21	
WO 3926119 SCRAPER REPAIRS	\$2,699.77	
<b>\$27,334.74</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
<b>\$27,334.74</b>	<b>Subtotal for Vendor</b>	

## WY. MEDICAL CENTER

14257000387 14-064957

\$330.90		
<b>\$330.90</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
<b>\$330.90</b>	<b>Subtotal for Vendor</b>	

## WY. WATER ASSOC.

RIN0024618 EDUCATION SEMINAR

\$300.00		
<b>\$300.00</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
<b>\$300.00</b>	<b>Subtotal for Vendor</b>	

## YEOMAN, DONALD

0023195116 REFUND

\$50.85		
<b>\$50.85</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
<b>\$50.85</b>	<b>Subtotal for Vendor</b>	

<b>Grand Total</b>	<b>\$2,041,422.02</b>	
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Approved By:

On:

November 25, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish December 16, 2014, as the public hearing date for consideration of an ordinance amendment to Section 17.94.130 (Design standards for Roof Signs) of the Casper Municipal Code, to allow roof signs in the Old Yellowstone District.

Recommendation:

That Council, by minute action, establish December 16, 2014 as the public hearing date for the consideration of an Ordinance amendment to Section 17.94.30 of the Casper Municipal Code to allow roof signage in the OYD (Old Yellowstone District South Poplar Street Corridor) Form Based Code.

This public hearing was scheduled for December 2, 2014, but Mayor Meyer requested to pull this item for further discussion at the December 9, 2014 work session. The OYD Advisory Committee has supported the Ordinance change, and representatives will be in attendance at the work session.

November 7, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: Establish Public Hearing on Liquor License Renewals

Recommendation:

That Council, by minute action, establish February 17, 2015, as the Public Hearing date for consideration of the annual renewal of all City of Casper Liquor Licenses.

Summary:

State Statutes require that the City Council hold a public hearing each year prior to the renewal of liquor licenses. This gives the public an opportunity to address the Council with any concerns they might have concerning the operation and management of a given establishment. It also affords the City Council an opportunity to have certain liquor establishments appear and address any questions the Council might have. The license year runs from April 1 to March 31.

During the month of November, the necessary reporting materials and liquor license renewal forms are sent to the liquor dealers. All agencies are informed and will ensure that they comply with the building, fire, and health codes. If, at the time of the public hearing, any non-compliance is noted, a conformance period may be set for the license holder, and the license may be issued with the restriction noted. In addition, the Police Department submits a report noting any law enforcement problems related to the establishment.

Holding the public hearing on February 17, 2015 allows ample time to ensure that a representative of any business from whom Council requests additional information for any reason, will be at the hearing.

November 26, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Public Hearing for consideration of an annexation of 23.43-acres, more or less, being unofficially referred to as "The Open Space Addition," the zoning of said property as PUD (Planned Unit Development) for inclusion into the McMurry Business Park PUD, and also approving the associated Annexation Agreement.

Recommendation:

That Council, by ordinance, approve the annexation of 23.43-acres, more or less, being unofficially referred to as "The Open Space Addition," the zoning of said property as PUD (Planned Unit Development) for inclusion into the McMurry Business Park PUD, and also approving the associated Annexation Agreement.

Summary:

VA Resources, LLC and Eastgate Ranches, LLC have applied to annex 23.43-acres, more or less, being referred to unofficially as "The Open Space Addition," generally located south of East 2<sup>nd</sup> Street, and west of The Heights Addition. The applicants are requesting that the property be zoned PUD (Planned Unit Development) and incorporated into the McMurry Business Park PUD. The current zoning of the property, under the Natrona County Zoning Resolution, is UA (Urban Agriculture). The property is not being platted at this time; and instead is being annexed via an annexation map (or survey).

In the spring of this year, the City Council considered, and approved, amendments to the McMurry Business Park PUD Guidelines. As a condition of approval, the applicants were required to annex the subject property to the City, and incorporate it into the McMurry Business Park PUD in order to satisfy the minimum open space requirements for the PUD. The original PUD Guidelines that were approved in July of 2005 were confusing as to how the open-space requirements for the PUD were to be met. The revision that occurred this year clarified the open-space and landscaping requirements. Although 73.6-acres were removed from the McMurry Business Park PUD at that time, the amount of open space fell short of the fifteen percent (15%) required; therefore, the applicants proposed to add additional open-space area to the west side of the McMurry Business Park to meet the minimum open-space requirement.

At their public hearing on October 28, 2014, the Planning and Zoning Commission recommended in favor of the proposed annexation, and the zoning of the property as PUD (Planned Unit Development), for inclusion in the McMurry Business Park PUD, with two

(2) conditions. The first condition requires that a multi-use pathway/trail be provided along the length of the proposed “Open Space Addition.” Planned Unit Developments are required to maintain a minimum of fifteen percent (15%) of the area of the PUD as “usable open space.” Usable open space is defined as unobstructed open space controlled and maintained by a property owner’s association for use by the occupants of a PUD, or by others, for recreation. Section 17.52.020(D) of the Municipal Code provides examples of “usable open space,” such as, but not limited to, bicycle paths, playground areas, courtyards, tennis courts, swimming pools, planned gardens, outdoor seating areas, outdoor picnic areas and similar features. The final condition requires the applicants to provide a public access easement for the proposed trail/pathway.

The OS (Open Space) Planning Area of the McMurry Business Park PUD lists the following as permitted uses:

1. General outdoor passive and active recreation activities;
2. Park activities and open space;
3. Golf courses;
4. Public parks;
5. Pedestrian, bicycle, and equestrian trails;
6. Park maintenance facilities;
7. Temporary construction trailers and offices, provided that construction offices and trailers are removed from the site within 30 days of the issuance of a certificate of occupancy for the building to which the office is appurtenant;
8. Other uses similar in character to those specifically listed above.

The following are listed as accessory uses within the OS (Open Space) Planning Area of the McMurry Business Park PUD:

1. Pedestrian, bicycle and equestrian trails;
2. Public rest room facilities;
3. Food and beverage concessions (portable and permanent);
4. Exterior storage related to permitted uses within Planning Area OS, on the condition such storage is screened from residential areas with solid fencing, berming, landscaping, or other buffering;
5. Communication antennas, incidental to a principal use only;
6. Other uses that are accessory or incidental to the primary uses and/or similar to accessory uses permitted for similarly zoned districts.

An ordinance and an Annexation Agreement have been provided for Council’s consideration.

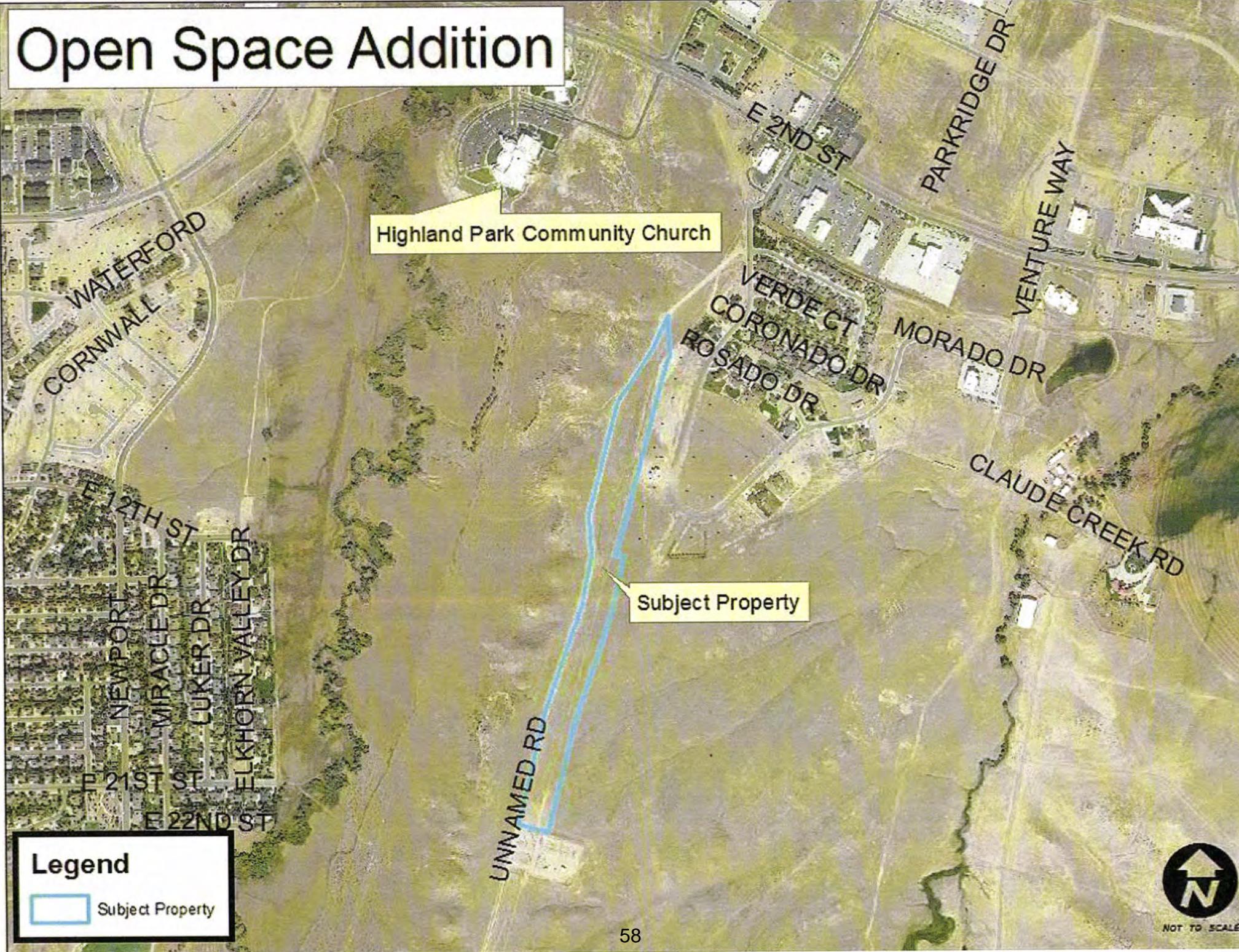
# Open Space Addition

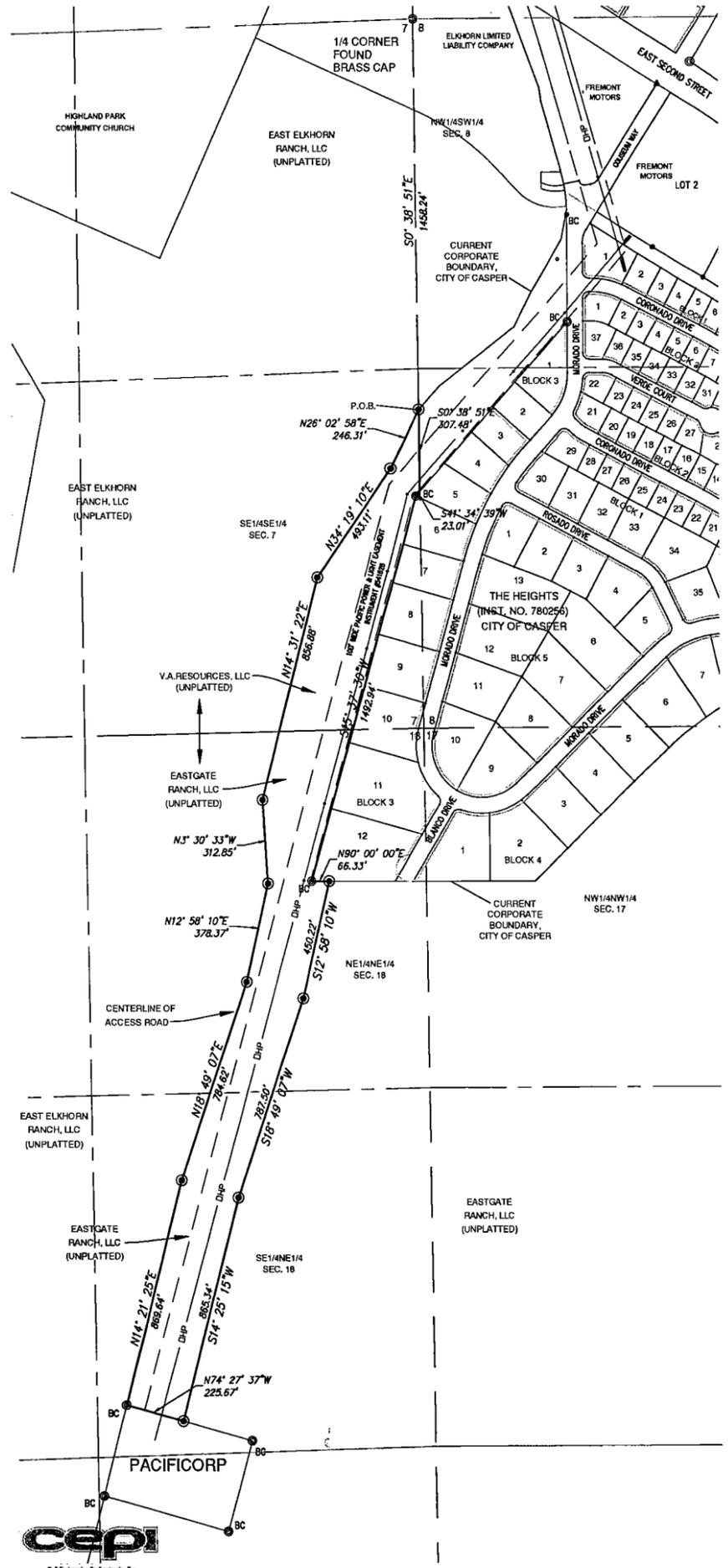
Highland Park Community Church

Subject Property

**Legend**

 Subject Property





**CERTIFICATE OF DEDICATION**

STATE OF WYOMING }  
 COUNTY OF NATRONA } SS

THE UNDERSIGNED, V. A. RESOURCES, LLC, AND EASTGATE RANCH, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SE $\frac{1}{4}$  SEC. 7, AND THE E $\frac{1}{2}$  SEC. 18, T.33N., R. 78W., 6th P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE E $\frac{1}{4}$  CORNER OF SAID SECTION 7;

THENCE S00°38'51"E, ALONG THE EAST LINE OF SAID SECTION 7, 1458.24 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, SAID POINT BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION;

THENCE S00°38'51"E, ALONG THE EAST LINE OF THIS PARCEL OF LAND AND ALONG THE EAST LINE OF THE SE $\frac{1}{4}$  SEC. 7, 307.48 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S41°34'39"W, ALONG THE EAST LINE OF THIS PARCEL OF LAND AND THE WEST LINE OF THE HEIGHTS SUBDIVISION, 23.01 FEET TO A FOUND BRASS CAP AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S15°37'30"W, CONTINUING ALONG SAID COMMON LINE, 1492.94 FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF THE HEIGHTS SUBDIVISION;

THENCE N00°00'00"E, ALONG THE SOUTH LINE OF THE HEIGHTS SUBDIVISION, 66.33 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S12°58'10"W, ALONG THE EAST LINE OF THIS PARCEL OF LAND, 450.22 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S18°49'07"W, CONTINUING ALONG THE EAST LINE OF THIS PARCEL OF LAND, 787.50 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S14°25'15"W, CONTINUING ALONG THE EAST LINE OF THIS PARCEL OF LAND, 865.34 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THIS PARCEL OF LAND, SAID POINT LIES ON THE NORTH LINE OF A PARCEL OF LAND OWNED BY PACIFICORP;

THENCE N74°27'37"W, ALONG THE SOUTH LINE OF THIS PARCEL OF LAND AND ALONG THE NORTH LINE OF SAID PACIFICORP PARCEL, 225.67 FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF THIS PARCEL OF LAND AND THE NORTHWEST CORNER OF SAID PACIFICORP PARCEL;

THENCE N14°21'25"E, ALONG THE WEST LINE OF THIS PARCEL OF LAND, AND ALONG THE CENTERLINE OF AN ACCESS ROAD THAT IS THE PROPERTY LINE BETWEEN LANDS OWNED BY EASTGATE RANCH, LLC AND EAST ELKHORN RANCH, LLC, 869.64 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N18°49'07"E, CONTINUING ALONG SAID COMMON LINE, 784.82 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N12°58'10"E, CONTINUING ALONG SAID COMMON LINE, 378.37 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

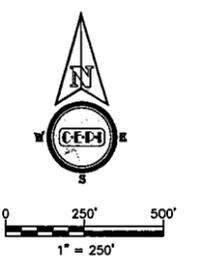
THENCE N03°30'33"W, CONTINUING ALONG SAID COMMON LINE, 312.85 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N14°31'22"E, CONTINUING ALONG SAID COMMON LINE, THEN CONTINUING ALONG THE CENTERLINE OF AN ACCESS ROAD THAT IS THE PROPERTY LINE BETWEEN LANDS OWNED BY V.A. RESOURCES, LLC AND EAST ELKHORN RANCH, LLC, 856.88 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N34°19'10"E, CONTINUING ALONG SAID COMMON LINE, 493.11 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N26°02'58"E, CONTINUING ALONG SAID COMMON LINE, 228.83 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND AS IT APPEARS ON THIS MAP, AND AS DESCRIBED ABOVE, CONTAINS 19.87 ACRES, AND IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE ANNEXATION WILL BE "THE OPEN SPACE ADDITION", AND THERE ARE NO ROADS DEDICATED TO THE PUBLIC AS A PART OF THIS PLAT.



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

V.A. RESOURCES, L.L.C.  
 P.O. BOX 50790  
 CASPER, WYOMING 82609

\_\_\_\_\_  
 DORIS McMURRY - MANAGING PARTNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DORIS McMURRY, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

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

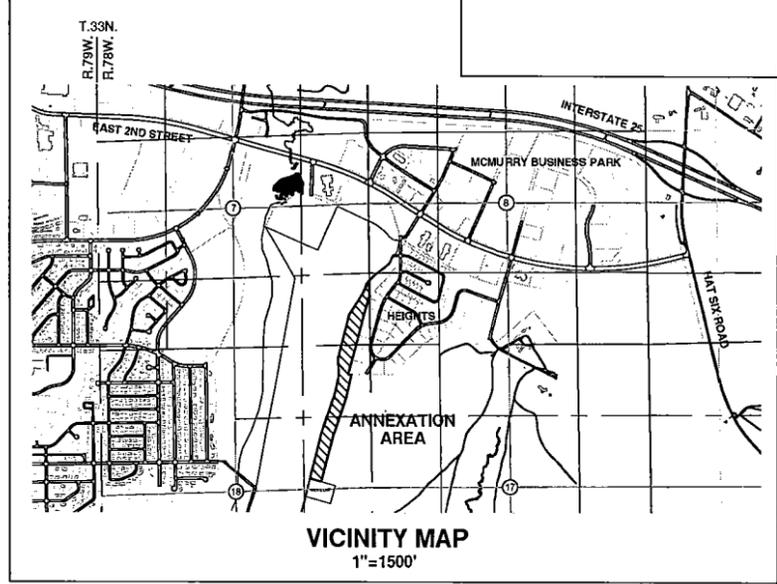
\_\_\_\_\_  
 EASTGATE RANCHES, LLC  
 2400 CLAUDE CREEK ROAD  
 CASPER, WYOMING 82609

\_\_\_\_\_  
 ROBERT McMURRY - MANAGING PARTNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ROBERT McMURRY, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

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



**NOTES:**

1. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, CITY OF CASPER GIS SYSTEM.
2. THE NAD83 COORDINATES AT THE POINT OF BEGINNING ARE 1182277.86, 1605715.32. THE CONVERGENCE ANGLE IS 0°44'37.75738, AND THE COMBINED SCALE FACTOR IS 0.999784298.
3. THE ERROR OF CLOSURE EXCEEDS 1/1,000,000.

**APPROVALS:**

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. \_\_\_\_\_, DULY PASSEO, ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING }  
 COUNTY OF NATRONA } SS

I, JAMES F. JONES, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5529, DO HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JULY AND AUGUST, 2014, AND THAT THIS MAP, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF AND COURSES REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



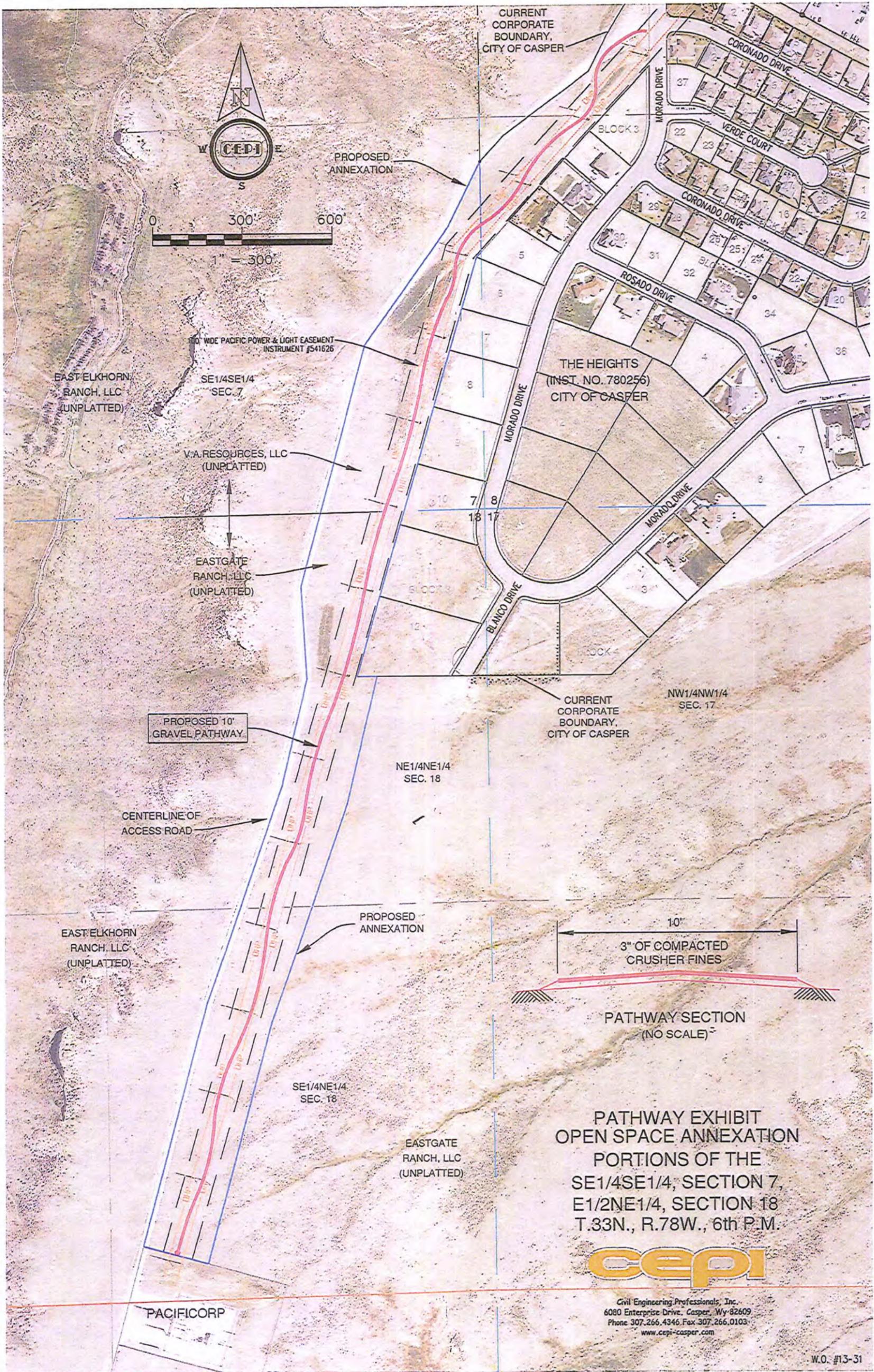
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JAMES F. JONES THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

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

**ANNEXATION MAP OF THE OPEN SPACE ADDITION TO THE CITY OF CASPER, WYOMING**  
 SE $\frac{1}{4}$  SEC. 7, E $\frac{1}{2}$  SEC. 18, T.33N., R.78W., 6th P.M. NATRONA COUNTY, WYOMING





PATHWAY EXHIBIT  
 OPEN SPACE ANNEXATION  
 PORTIONS OF THE  
 SE1/4SE1/4, SECTION 7,  
 E1/2NE1/4, SECTION 18  
 T.33N., R.78W., 6th P.M.



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

W.O. #13-31

ORDINANCE NO. 30-14

AN ORDINANCE APPROVING THE ANNEXATION OF 23.43-ACRES, MORE OR LESS, REFERRED TO AS “THE OPEN SPACE ADDITION,” AND ZONING SAID PROPERTY PUD (PLANNED UNIT DEVELOPMENT) AND INCORPORATING IT INTO THE MCMURRY BUSINESS PARK PUD (PLANNED UNIT DEVELOPMENT); AND ALSO APPROVING THE ASSOCIATED ANNEXATION AGREEMENT

WHEREAS, V.A. Resources, LLC and Eastgate Ranches, LLC have applied to annex 23.43-acres, more or less, referred to as “The Open Space Addition,” located in the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6<sup>th</sup> P.M., Natrona County, Wyoming, being more specifically depicted in Exhibit “A” of the associated Annexation Agreement; and,

WHEREAS, the applicants have applied to zone said 23.43-acres, more or less, as PUD (Planned Unit Development), for inclusion in the McMurry Business Park PUD approved by the City Council on July 5, 2007, and amended by Resolution No. 14-124 in May of 2014; and,

WHEREAS, “The Open Space Addition” will serve as usable open space for the McMurry Business Park PUD and will incorporate a pedestrian/bicycle pathway/trail for the use of the residents in the area, as well as the general public; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and the zoning following a public hearing on October 28, 2014.

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

SECTION 1:

The annexation of 23.43-acres, more or less, being unofficially referred to as “The Open Space Addition,” located in the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6<sup>th</sup> P.M., Natrona County, Wyoming, being more specifically depicted in Exhibit “A” of the associated Annexation Agreement, 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 Annexation Agreement between the City of Casper, V.A. Resources, LLC and Eastgate Ranches, LLC is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 3:

The 23.43-acre parcel being annexed shall be zoned PUD (Planned Unit Development) and is hereby incorporated into the McMurry Business Park PUD (Planned Unit Development) as usable open space.

SECTION 4:

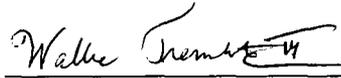
This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Mayor

November 26, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a zone change of Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV, located east of South McKinley Street at the intersection of East 26th Street, from R-3 (One to Four Unit Residential) to R-4 (High-Density Residential).

Recommendation:

That Council, by ordinance, approve a zone change of Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV, located east of South McKinley Street at the intersection of East 26th Street, from R-3 (One to Four Unit Residential) to R-4 (High-Density Residential).

Summary:

Carlos and David Iparraguirre have requested a zone change of Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV, from R-3 (One to Four Unit Residential) to R-4 (High Density Residential). The properties currently stand as vacant grass lots. Surrounding zoning in the area is R-3 (One to Four Unit Residential) to the north, east and west, and unincorporated County land to the south. Existing land uses are predominantly multi-family residential. The area involved in the zone change is approximately 1.7-acres, more or less. The intent of the applicants is to construct and manage multi-family housing on the properties. As the properties are currently zoned, the maximum number of dwelling units per lot is four (4). With the approval of a zone change to R-4 (High Density Residential), the maximum density would be up to thirty (30) units per acre.

The Casper Area Comprehensive Plan's Land Use Concept Plan shows the desired future use of this area to be multi-family residential, and the proposed use of the property is encouraged. The Planning and Zoning Commission supported the requested zone change because the proposal is consistent with the Casper Area Comprehensive Plan, will encourage a diversity of residential housing types, and will allow infill development on a piece of land which has remained vacant in the past.

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

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

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

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

Principle K – Direct Growth to Encourage Infill and Redevelopment

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

Principle L – Encourage Mixed Uses and Compatibility

Goal 24 – New infill development should be consistent with existing development.

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

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

Goal 30 – Ensure that changes to existing residential neighborhoods are compatible in terms of use, design and scale, and that negative impacts are adequately mitigated.

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

Principle Z – Provide for Adequate Attainable Housing.

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

Goal 51 – Encourage the distribution of affordable housing in order to achieve a diversified community.

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 recommended approval of the zone change after a public hearing held on October 28, 2014. There were two (2) letters of opposition received; however, there were no public comments either for or against the zone change at the public hearing.

An ordinance has been prepared for Council's consideration.

# S McKinley - Falcon Crest III & IV



NOT TO SCALE

ORDINANCE NO. 31-14

AN ORDINANCE APPROVING A ZONE CHANGE OF TRACT B, FALCON CREST III, AND TRACTS B AND C, FALCON CREST IV, FROM R-3 (ONE TO FOUR UNIT RESIDENTIAL) TO R-4 (HIGH-DENSITY RESIDENTIAL).

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification R-3 (One to Four Unit Residential) to R-4 (High Density Residential); and,

WHEREAS, after a public hearing on October 28, 2014, 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:

Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV, located east of South McKinley Street at the intersection of East 26th Street, are hereby rezoned from zoning classification, R-3 (One to Four 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 \_\_\_\_\_, 201\_\_.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 201\_\_.

APPROVED AS TO FORM:

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ATTEST:

---

V.H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Mayor

November 24, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Consideration of a plat creating the Harmony Hills Addition No. 1, and a zone change of said Harmony Hills Addition No. 1 from PUD (Planned Unit Development) to an R-2 (One Unit Residential) zoning district.

Recommendation:

That Council, by ordinance, approve a vacation and replat of a portion of Sunrise Hills No. 9 and Lots 18-21, Garden Creek Hills Patio Homes No. 1, to create Harmony Hills Addition No. 1, comprising 4.217-acres, more or less, generally located at Goodstein Drive and Walnut Street to create Harmony Hills Addition No. 1; and rezoning of the same from PUD (Planned Unit Development) to R-2 (One Unit Residential).

Summary:

Serge M. and Lillian C.S.L. D'Elia have applied to replat 4.217-acres, to create the Harmony Hills Addition No. 1. The subject property is currently undeveloped and is zoned as a PUD (Planned Unit Development). The requested plat is replatting five (5) existing lots within Sunrise Hills No. 9 and Garden Creek Hills Patio Homes No. 1, to create thirteen (13) new lots. Surrounding zoning in the area is PUD (Planned Unit Development) to the north and R-1 (Residential Estate) to the south. Land uses in the immediate area are predominately single family residential.

The Commission has included a condition of approval which states that the applicant must submit a water and sewer study, to be reviewed and approved by the City Engineer, due to concerns with an existing 12-inch water main in South Walnut Street. The study will need to take into account possible realignment or lowering of the existing 12-inch water main, which if necessary, would be done at the owner's cost.

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

and provide a recommendation to the Planning and Zoning Commission based on whether the zoning proposal conforms to the Plan.

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City's policy regarding future zoning and land use patterns. It also provides assurance and direction to property owners and the private development sector with respect to the desired development activity of specific areas. In this case, the Future Land Use Plan element of the 2000 Casper Area Comprehensive Land Use Plan identifies this area to be appropriately developed as "multi-family". The Comprehensive Land Use Plan states that areas shown in the plan as multi-family should be designated for apartment, condominium, and similar high density types of dwelling units. The proposed R-2 (One Unit Residential) zoning district is for the purpose of the development of residential lots, which are a less intensive use of land. While the proposed R-2 (One Unit Residential) zoning of the property is not in keeping with the projected multi-family use of the property, the Commission supports this zone change as it will allow infill development of an otherwise vacant plot of land, and will provide a good transition from the large estate lots on the south to the commercial property to the north.

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-2 (One Unit Residential) is supported by the following visions, principles and goals:

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

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

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

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

Principle K – Direct Growth to Encourage Infill and Redevelopment.

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

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

1. **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;**
2. Day-care, adult;
3. Family child care home;
4. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
5. Schools, public, parochial, and private elementary, junior, and senior high;
6. Neighborhood assembly uses;
7. Neighborhood grocery;
8. Group home;
9. Church.

The Planning and Zoning Commission approved the requested plat, with conditions, and zone change at their public hearing on October 28, 2014, and is forwarding a “do-pass” recommendation to the City Council. There were no public comments either for or against this case.

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

# Harmony Hills Addition

Subject Property

Goodstein Park

## Legend

 Subject Property



NOT TO SCALE

# Harmony Hills Addition No. 1

Surrounding Land Uses:  
Residential  
Green Space

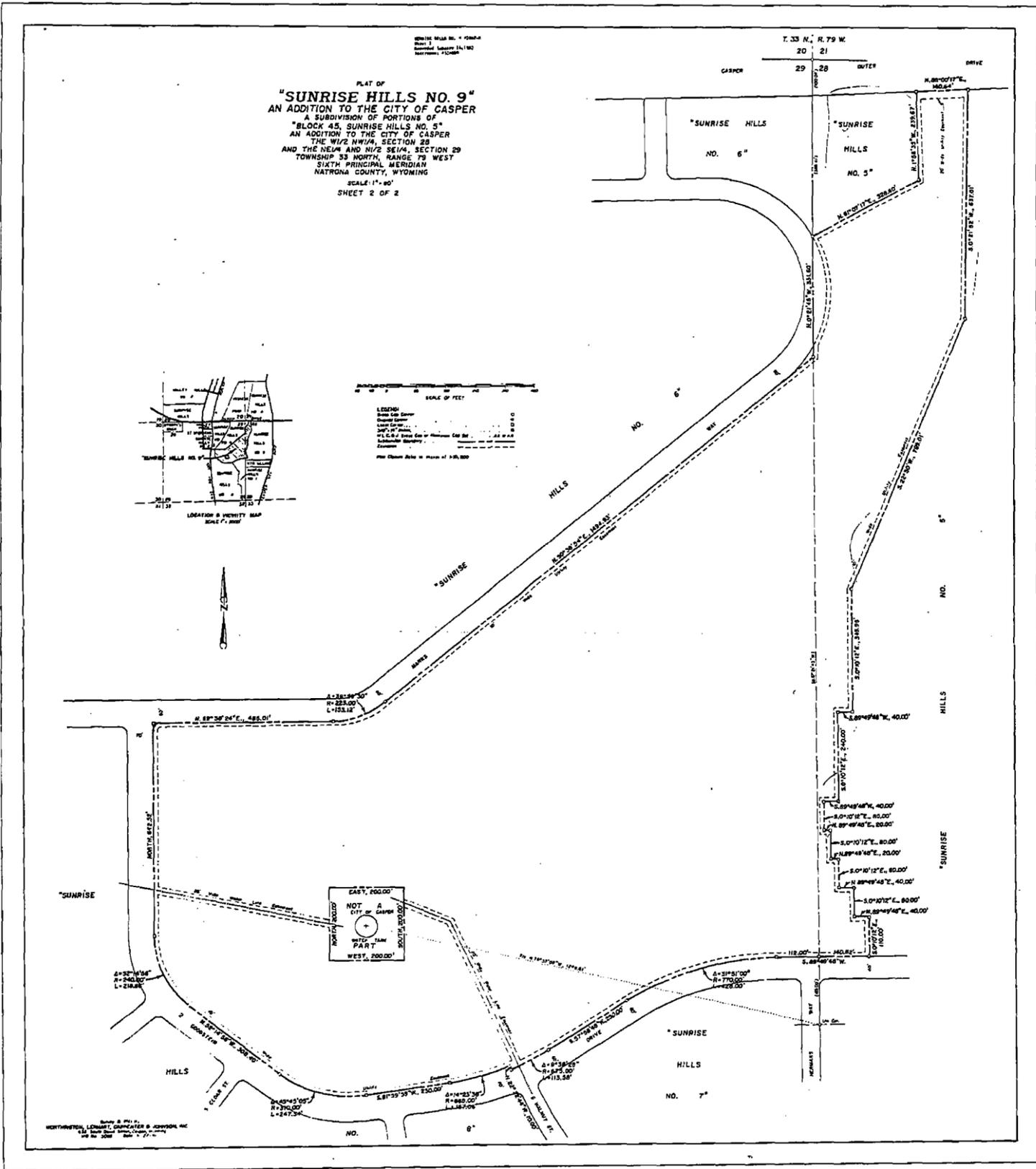
300' Notification Zone

Subject Property

**Legend**

- 300' Notification Zone
- Subject Property
- Buildings
- Park Historic(PH)
- Planned Unit Development(PUD)
- Residential Estate(R1)





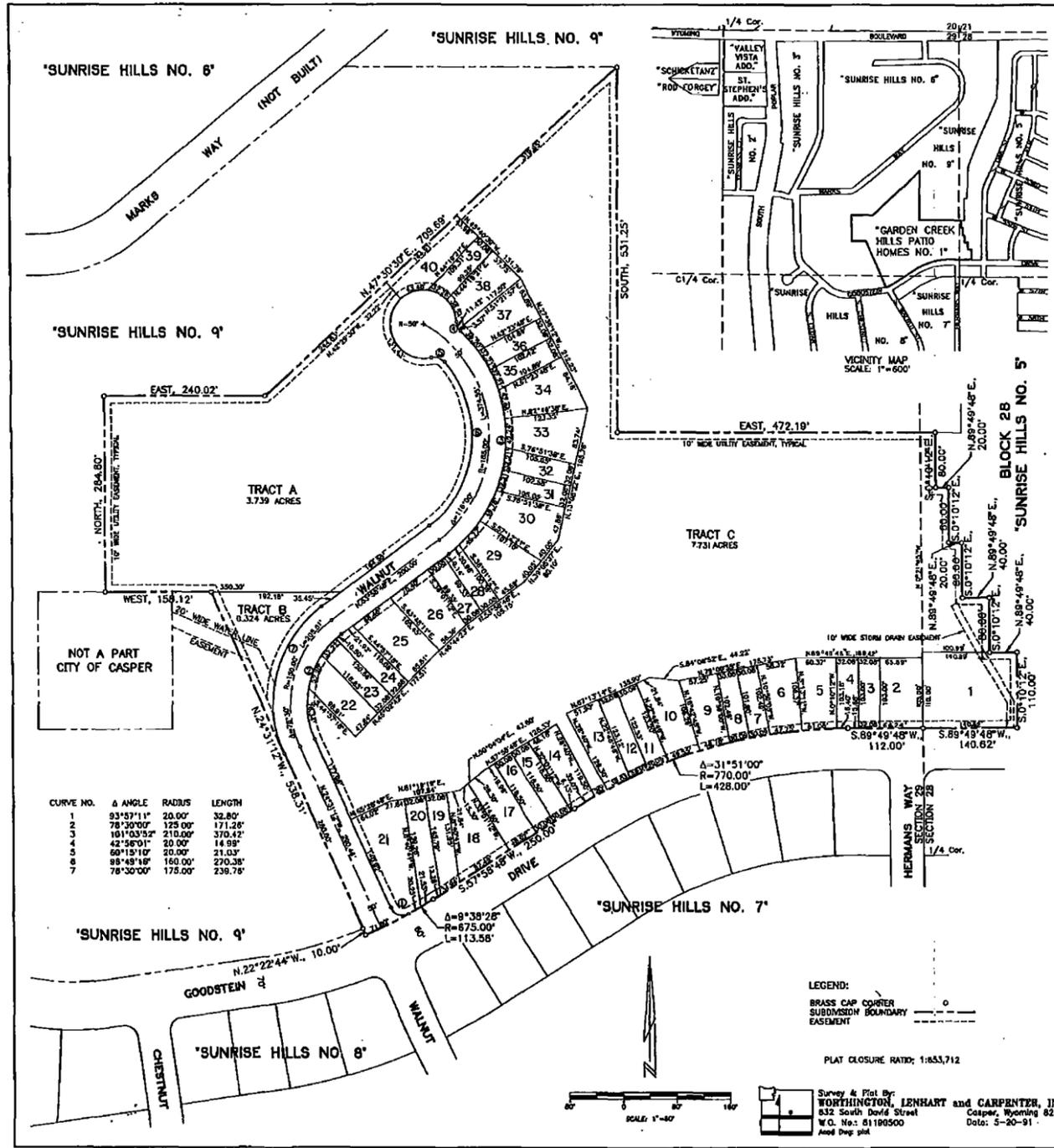
Sunrise Hills No. 9

20811

# 864

1951

RECORDED BY 1991 MAY 24 10:00 AM  
 INSTRUMENT NO. 495148  
 MADE AND COLLATED NATRONA COUNTY CLERK  
 CASTLE, WYOMING



PLAT OF  
**"GARDEN CREEK HILLS PATIO HOMES NO. 1"**  
 AN ADDITION TO THE CITY OF CASPER, WYOMING  
 A REPLAT OF A PORTION OF  
**"SUNRISE HILLS NO. 9"**  
 AN ADDITION TO THE CITY OF CASPER, WYOMING  
 A SUBDIVISION OF PORTIONS OF  
 SECTIONS 28 AND 29  
 TOWNSHIP 33 NORTH, RANGE 79 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING  
 SCALE: 1"=80'

Garden Creek Hills Patio  
 Homes No. 1  
 August 9, 1991 495148

**CERTIFICATE OF DEDICATION**

d'Elia Family Trust U.O.T. 8-22-90, hereby certifies that she is the owner and proprietor of the foregoing replat and subdivision located in and being a portion of Sunrise Hills No. 9, an addition to the City of Casper, a subdivision of portions of Sections 28 and 29, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County Wyoming and being more particularly described by metes and bounds as follows:  
 Beginning at the southeastern corner of the Parcel being described and also said Sunrise Hills No. 9 and a point in the northerly line of Goodstein Drive; thence along the southerly line of said Parcel and Sunrise Hills No. 9 and the northerly line of said Goodstein Drive, S.89°49'48"W., 140.82 feet to a point; thence continuing S.89°49'48"W., 112.00 feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 770.00 feet and through a central angle of 31°51'00", southwesterly, 428.00 feet to a point of tangency; thence S.57°58'48"W., 280.00 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 875.00 feet and through a central angle of 8°38'28", southwesterly, 113.58 feet to the southwestern corner of said Parcel; thence along the westerly line of said Parcel, N.22°22'44"W., 10.00 feet to a point; thence into said Sunrise Hills No. 9, N.24°31'12"W., 538.31 feet to a point; thence West, 158.12 feet to a point; thence North, 264.89 feet to a point; thence East, 240.02 feet to a point; thence N.47°30'30"E., 709.89 feet to the most northerly corner of said Parcel; thence South, 531.25 feet to a point; thence East, 421.19 feet to the northeasterly corner of said Parcel and northwesterly corner of Lot 29, Block 28, Sunrise Hills No. 9; thence along the easterly line of said Parcel and the westerly line of said Block 28, Sunrise Hills No. 9, S.0°10'12"E., 80.00 feet to a point; thence N.89°49'48"E., 20.00 feet to a point; thence S.0°10'12"E., 80.00 feet to a point; thence N.89°49'48"E., 40.00 feet to a point; thence S.0°10'12"E., 80.00 feet to a point; thence N.89°49'48"E., 40.00 feet to a point; thence S.0°10'12"E., 110.00 feet to the Point of Beginning and containing 18.003 acres, more or less.  
 The replat and subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors; the name of said subdivision shall be "GARDEN CREEK HILLS PATIO HOMES NO. 1", an addition to the City of Casper, Wyoming and all streets as shown hereon are hereby dedicated to the use of the public and utility easements and Tract C as shown hereon are hereby reserved for purposes of construction, operation and maintenance of utilities as required for the proper development of said subdivision.  
 d'Elia Family Trust U.O.T. 8-22-90  
 P.O. Box 577  
 Casper, WY. 82502

**ACKNOWLEDGEMENT**

STATE OF WYOMING ) ss  
 COUNTY OF NATRONA )  
 The foregoing instrument was acknowledged before me by Serge M. d'Elia on this 21<sup>st</sup> day of MAY, 1991.  
 Witness my hand and notarial seal.  
 My commission expires: JULY 1992  
 Notary Public: Janet R. Moore  
**APPROVALS**  
 APPROVED: Community Planning Commission of Casper, Wyoming this 20 day of May, 1991 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.  
 APPROVED: City Council of the City of Casper, Wyoming by Resolution No. 91-101, duly passed, adopted and approved on the 16th day of July, 1991.  
 INSPECTED AND APPROVED on the 16<sup>th</sup> day of July, 1991.  
 Filed for record in the Office of the County Clerk of Natrona County, Wyoming this 8<sup>th</sup> day of August, 1991.

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING ) ss  
 COUNTY OF NATRONA )  
 I, Don A. Davis of Casper, Wyoming hereby state that this plat was prepared from notes taken during an actual survey made by me during the month of May, 1991 and that this plat correctly represents said survey. All perimeter corners were monumented by Brass Caps as of the date of this plat and all dimensions are expressed in feet and decimals thereof and courses referred to the true meridian; all being true and correct to the best of my knowledge and belief.  
 Subscribed in my presence and seen to before me by Don A. Davis on this 21<sup>st</sup> day of MAY, 1991  
 My commission expires: JULY 1992  
 Notary Public: Janet R. Moore



ORDINANCE NO. 32-14

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT, AND ZONE CHANGE FOR THE HARMONY HILLS ADDITION NO. 1 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat a portion Sunrise Hills No. 9 and Lots 18 – 21, located in the Garden Creek Hills Patio Homes No. 1, to create Harmony Hills Addition No. 1 of the City of Casper, Wyoming; and,

WHEREAS an application has been made to rezone all of the above described lots from zoning classification PUD (Planned Unit Development) to R-2 (One Unit Residential); and,

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

WHEREAS, this replatting 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, replat 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 above described zone change is hereby approved.

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

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

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Mayor

October 16, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Kenneth King, Fire Chief *K.K.*

SUBJECT: Sale of the 1984 Emergency One Fire Engine (Unit #111130) and Thermal Imaging Camera

Recommendation:

That Council, by resolution, authorize the sale of the 1984 Emergency One Fire Engine (Unit #111130) and Thermal Imaging Camera (Serial No. 170E) to Casper College for \$100.00.

Summary:

Staff proposes to sell one of the reserve engines now that the New Engine 1 and Engine 5 have arrived and were put into service. The Casper Fire-EMS department has an established relationship with the Casper College Fire Science Program. Many of the current, and some retired members, teach in the Program. A majority of our members come to employment with the City with a degree from Casper College or attain one after hire. It is for these reasons that staff sees value in selling these items to the College Fire Science Program.

The second item proposed to sell is an out of service Thermal Imaging Camera (TIC). Presently, this TIC is broken and we are no longer able to use it. Casper College has agreed to purchase this camera "as is" and pay for the refurbishment.

Staff proposes to sell both items to Casper College for a minimal dollar amount. The program they offer not only brings value to the community, but provides quality firefighters. Currently, fifty-seven of our seventy-eight Firefighters are Casper College graduates.

RESOLUTION NO. 14-291

A RESOLUTION AUTHORIZING THE SALE OF THE 1984 EMERGENCY ONE FIRE ENGINE (UNIT #111130) AND A THERMAL IMAGING CAMERA TO CASPER COLLEGE.

WHEREAS, the Casper Fire-EMS Department agreed to sell the 1984 Emergency One Fire Engine (Unit #111130) and a Thermal Imaging Camera (Serial No. 170E) to Casper College.

WHEREAS, Casper Fire-EMS believes there is value not only to our Community, but to Casper Fire-EMS with selling these items at a minimal dollar amount to Casper College.

WHEREAS, Casper College has agreed to pay for these items.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and City Clerk to attest, the sale of the 1984 Emergency One Fire Engine (unit #111130) and the Thermal Imaging Camera (Serial No. 170E).

BE IT FURTHER RESOLVED: That this City owned property will be sold to Casper College for \$100.00 as determined by City Council.

PASSED, APPROVED AND ADOPTED this 2nd day of December, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

November 25, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Cancellation of public hearing

Recommendation:

That Council, by minute action, cancel the December 2, 2014 public hearing for the consideration of an ordinance amendment to Section 17.94.30 of the Casper Municipal Code to allow roof signage in the OYD (Old Yellowstone District South Poplar Street Corridor) Form Based Code, and reschedule it for December 16, 2014.

Mayor Meyer requested to pull this item for further discussion at the December 9, 2014 work session. The OYD Advisory Committee has supported the Ordinance change, and representatives will be in attendance at the work session.

ORDINANCE NO. 29-14

AN ORDINANCE AMENDING CHAPTERS 17.08 AND  
17.96 OF THE CASPER MUNICIPAL CODE  
PERTAINING TO DIGITAL SIGNAGE

WHEREAS, signage enables the public to locate goods, services and facilities within the City of Casper, and promotes free expression; and,

WHEREAS, Section 17.96.010 of the Casper Municipal Code states that the purpose of Chapter 17.96 is to provide for comprehensive and enforceable sign regulations that will protect the community aesthetics from unrestricted use of signs; to allow signs appropriate to the character of each zoning district; to promote traffic safety; to aid police and fire protection; and, for the general health, welfare, and safety of the community; and,

WHEREAS, from time to time it is necessary to update the City's sign regulations to address changing technology and trends; and,

WHEREAS, the use of digital signage has, in recent years, become prevalent across the City of Casper; and,

WHEREAS, digital signage, when properly regulated and utilized, may be compatible with aesthetics in the community; and,

WHEREAS, unregulated digital signage can be detrimental to the aesthetics of the community, and can be excessively distracting to motorists and hazardous to the public; and,

WHEREAS, in order to preserve and enhance the City of Casper as a desirable community in which to live and do business, a pleasing, visually attractive environment is important; and regulating digital signage is a highly contributive means by which to achieve this desired end.

WHEREAS, the regulations herein have been prepared with the intent of enhancing the visual environment of the City and promoting the health, safety and welfare of the community; and,

WHEREAS, the regulations on digital signage are unrelated to the content of the signs, and will further the City's legitimate and substantial government interest in minimizing traffic and safety hazards, and the aesthetics and character of the community; and,

WHEREAS, the Planning and Zoning Commission reviewed and approved the proposed amendments to the Municipal Code pertaining to digital signage on September 23, 2014; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Chapters 17.08 and 17.96 of the Casper Municipal Code pertaining to digital signage as specified herein.

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

SECTION 1:

The following sign-related definitions found in Section 17.08.010 are hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

Sign, Changeable Copy (Automatic). “Automatic changeable copy sign” means a sign or ELECTRONIC MESSAGE CENTER on which the copy OR IMAGE changes automatically on a lampbank or DISPLAY through a PROGRAMMED OR REMOTE electronic or mechanical means.

Sign, Flashing. “Flashing sign” means any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light, OR WHERE THE IDENTICAL MESSAGE, OR A PORTION OF THE MESSAGE IS REPEATED AT A RAPID INTERVAL (LESS THAN EVERY TWO SECONDS) FOR THE PURPOSE OF DRAWING ATTENTION TO THE SIGN. ~~Automatic changing signs such as public service time, temperature, and date sign or electronically controlled message center are classified as “changing signs” not “flashing signs.”~~ SIGNS WITH INTERMITTENT LIGHTS, OR THAT CHASE, RUN, SPIN, ROTATE, STROBE OR SCINTILATE ARE CONSIDERED TO BE FLASHING SIGNS.

Sign, Animated. “Animated sign” means any sign which includes SIMULATED MOVEMENT, action or motion CREATED BY THE DISPLAY OF A SERIES OF PICTURES OR IMAGES. ~~The term does not refer to flashing, changing or indexing, all of which are separately defined.~~

SECTION 2:

Section 17.08.010 – Definitions, is hereby amended to add the following definitions related to digital signage:

“Ambient light” means the existing light condition surrounding an area. The light source may be sunlight, or artificial light, or a combination of both.

“Digital Off Premises Advertising Sign” means a computer programmable, off-premises sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means.

“Dissolve” means a mode of message transition on an Electronic Message Center Sign or a Digital Off-Premises Advertising Sign accomplished by varying the light

intensity or pattern, where the first frame/message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second frame/message.

“Dwell Time” means the interval of time that an Electronic Message Center Sign or a Digital Off-Premises Advertising Sign frame remains static before transitioning to a new message.

“Electronic Message Center Sign (EMC)” means an on-premises, changeable-copy (automatic) sign which uses light emitting display technologies or a combination of lights, or lighted or unlighted panels which are controlled electronically to produce words, symbols, pictures or messages. Includes cathode ray, light emitting diode (LED) display, plasma screen, liquid crystal display (LCD), fiber optic, video boards and other similar electronic technology.

“Fade” means a mode of message transmission on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign accomplished by varying the light intensity, where the first message/frame gradually reduces intensity to the point of not being legible (i.e. fading to black) and the subsequent message/frame gradually increases intensity to the point of legibility.

“Full Motion Video” means a sign feature with simulated continuous movement created by the display of a series of images, typically consisting of a recorded actual event or scene.

“Footcandle” means the English unit of measurement for illuminance, which is equal to one lumen, incident upon an area of one foot.

“Frame” means a complete, static display screen on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign.

“Illuminance” means the photometric quality most closely associated with the perception of brightness and a measurement of the intensity of light falling on a surface at a given distance from the light source. Illuminance can be measured with a footcandle meter, also known as a luxmeter.

“Scintillate” or “Scintillating” means visual effects such as light flashes, light sparkling, light starbursts, light twinkling, light pulsating, or any other image transition effect or animation in which an image instantly and repeatedly changes for the purpose of attracting attention.

“Scrolling Message” means a mode of message transition on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign where the message appears to move vertically or horizontally across the display surface. For the purpose of regulating Electronic Message Center Signs and Digital Off Premises Advertising Signs,

scrolling shall refer to text only, and not images or symbols which shall instead, be considered either animated signs or full motion video signs.

“Static Message” means a sign message/frame that does not have movement, or the appearance or optical illusion of movement during the display period.

“Transition” means the visual effect of changing from one frame/message to another frame/message on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign.

SECTION 3:

Section 17.96.030(B) – Zoning district provisions, is hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

B. Additional Allowances for Commercial and Industrial Zoning Districts. ~~Animated, rotating, and flashing signs will be allowed only in commercial and industrial zoning district. Animation and rotation shall be limited to slow movement. Flashing will be limited to chasing or scintillation or subdued color change. Extreme on and off or strobe type flashing is not permitted.~~

1. Changeable Copy SIGN (AUTOMATIC). Signs on which the copy changes automatically through mechanical means, AND ELECTRONIC MESSAGE CENTER SIGNS (EMC) ~~or electronically through lampbanks, or other electronic methods~~ are allowed, provided the changing of copy OR FRAMES is not detrimental to traffic safety, as determined by the City ~~traffic engineer~~ OR AS SUBSTANTIATED BY A TRAFFIC STUDY. ~~Continuous scrolling messages are not allowed.~~ ELECTRONIC MESSAGE CENTER SIGNS (EMCs) SHALL COMPLY WITH THE FOLLOWING:

- a. EMC SHALL NOT UTILIZE OR PROJECT SOUND.
- b. EMC SHALL NOT UTILIZE OR CONSIST OF FLASHING ELEMENTS OR MESSAGES, WHICH WOULD MEET THE DEFINITION OF A “FLASHING SIGN” FOUND IN SECTION 17.08.010.
- c. EMC SHALL NOT DISPLAY FULL MOTION VIDEO.
- d. EMC SIGNS DISPLAYING ANIMATION “ANIMATED SIGNS,” ARE PERMITTED.
- e. EMC SIGNS DISPLAYING SCROLLING MESSAGES ARE PERMITTED.
- f. EMC SHALL BE EQUIPPED WITH A SENSOR OR OTHER DEVICE THAT AUTOMATICALLY DETERMINES THE AMBIENT ILLUMINATION, AND SHALL BE PROGRAMMED TO

AUTOMATICALLY ADJUST TO AMBIENT LIGHT CONDITIONS. THE ILLUMINANCE OF AN EMC SHALL NOT INCREASE THE AMBIENT LIGHTING CONDITIONS BY MORE THAN 0.3 FOOTCANDLES WHEN MEASURED PERPENDICULAR TO THE EMC FACE AT A DISTANCE DETERMINED BY THE FOLLOWING FORMULA: MEASUREMENT DISTANCE (IN FEET) =  $\sqrt{(EMC \text{ SIGN FACE AREA (IN SQUARE FEET)} \times 100)}$ .

- g. IN NO CASE SHALL AN ELECTRONIC MESSAGE CENTER SIGN (EMC) INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES, AS MEASURED AT THE PROPERTY LINE OF AN ADJACENT RESIDENTIAL-USE PROPERTY. AN ADJACENT PROPERTY DOES NOT HAVE TO ABUT THE PROPERTY ON WHICH THE SIGN IS LOCATED.

SECTION 4:

Section 17.96.050 is hereby amended to add the following:

L. DIGITAL OFF-PREMISES ADVERTISING SIGN.

1. DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL ADHERE TO THE LOCATION, ZONING, SPACING, HEIGHT, SIZE AND PERMITTING REQUIREMENTS, AS STATED FOR ALL OFF-PREMISES SIGNS.
2. THE MESSAGE, MESSAGES, OR COPY DISPLAYED ON A DIGITAL OFF-PREMISES ADVERTISING SIGN:
  - a. SHALL NOT UTILIZE OR CONSIST OF FLASHING ELEMENTS OR MESSAGES, WHICH MEET THE DEFINITION OF A "FLASHING SIGN" FOUND IN SECTION 17.08.010;
  - b. SHALL DISPLAY ONLY STATIC MESSAGES OR IMAGES, AND SHALL NOT DISPLAY ANIMATION OR FULL MOTION VIDEO.
  - c. SHALL HAVE A DWELL TIME OF A MINIMUM OF EIGHT (8) SECONDS PER STATIC IMAGE;
  - d. SHALL NOT INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES WHEN MEASURED BY A FOOTCANDLE (LUX) METER, PERPENDICULAR TO THE FACE OF THE SIGN, AT A DISTANCE OF:
    - i. ONE HUNDRED FIFTY (150) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA OF NOT MORE THAN TWO HUNDRED FORTY TWO (242) SQUARE FEET;

- ii. TWO HUNDRED (200) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA GREATER THAN TWO HUNDRED FORTY TWO (242) SQUARE FEET BUT NOT MORE THAN THREE HUNDRED SEVENTY EIGHT (378) SQUARE FEET; AND,
  - iii. TWO HUNDRED FIFTY (250) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA GREATER THAN THREE HUNDRED SEVENTY EIGHT (378) SQUARE FEET.
3. IN NO CASE SHALL A DIGITAL OFF-PREMISES ADVERTISING SIGN INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES, AS MEASURED AT THE PROPERTY LINE OF AN ADJACENT RESIDENTIAL-USE PROPERTY. AN ADJACENT PROPERTY DOES NOT HAVE TO ABUT THE PROPERTY ON WHICH THE SIGN IS LOCATED.
  4. ALL DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL HAVE A LIGHT SENSING DEVICE TO ADJUST THE BRIGHTNESS OF THE SIGN AS AMBIENT LIGHT CONDITIONS CHANGE, IN CONFORMANCE WITH THE REQUIREMENTS OF THIS SECTION.
  5. TRANSITIONS BETWEEN MESSAGES SHALL BE COMPLETED IN TWO (2) SECONDS OR LESS BY EMPLOYING AN IMMEDIATE, DISSOLVE, OR FADE METHOD.
  6. THE USE OF SOUND IS PROHIBITED.
  7. DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL HAVE AN AUTOMATIC SHUTDOWN MECHANISM WHICH TURNS OFF THE SIGN IN THE EVENT OF A MALFUNCTION.

SECTION 5:

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

PASSED on 1st reading the 4<sup>th</sup> day of November, 2014.

PASSED on 2nd reading the 18<sup>th</sup> day of November, 2014.

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

APPROVED AS TO FORM:

Wallace Trimble III

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTERS 17.08 AND  
17.96 OF THE CASPER MUNICIPAL CODE  
PERTAINING TO DIGITAL SIGNAGE

WHEREAS, signage enables the public to locate goods, services and facilities within the City of Casper, and promotes free expression; and,

WHEREAS, Section 17.96.010 of the Casper Municipal Code states that the purpose of Chapter 17.96 is to provide for comprehensive and enforceable sign regulations that will protect the community aesthetics from unrestricted use of signs; to allow signs appropriate to the character of each zoning district; to promote traffic safety; to aid police and fire protection; and, for the general health, welfare, and safety of the community; and,

WHEREAS, from time to time it is necessary to update the City's sign regulations to address changing technology and trends; and,

WHEREAS, the use of digital signage has, in recent years, become prevalent across the City of Casper; and,

WHEREAS, digital signage, when properly regulated and utilized, may be compatible with aesthetics in the community; and,

WHEREAS, unregulated digital signage can be detrimental to the aesthetics of the community, and can be excessively distracting to motorists and hazardous to the public; and,

WHEREAS, in order to preserve and enhance the City of Casper as a desirable community in which to live and do business, a pleasing, visually attractive environment is important; and regulating digital signage is a highly contributive means by which to achieve this desired end.

WHEREAS, the regulations herein have been prepared with the intent of enhancing the visual environment of the City and promoting the health, safety and welfare of the community; and,

WHEREAS, the regulations on digital signage are unrelated to the content of the signs, and will further the City's legitimate and substantial government interest in minimizing traffic and safety hazards, and the aesthetics and character of the community; and,

WHEREAS, the Planning and Zoning Commission reviewed and approved the proposed amendments to the Municipal Code pertaining to digital signage on September 23, 2014; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Chapters 17.08 and 17.96 of the Casper Municipal Code pertaining to digital signage as specified herein.

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

SECTION 1:

The following sign-related definitions found in Section 17.08.010 are hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

Sign, Changeable Copy (Automatic). “Automatic changeable copy sign” means a sign or ELECTRONIC MESSAGE CENTER on which the copy OR IMAGE changes automatically on a lampbank or DISPLAY through a PROGRAMMED OR REMOTE electronic or mechanical means.

Sign, Flashing. “Flashing sign” means any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light, OR WHERE THE IDENTICAL MESSAGE, OR A PORTION OF THE MESSAGE IS REPEATED AT A RAPID INTERVAL (LESS THAN EVERY TWO SECONDS) FOR THE PURPOSE OF DRAWING ATTENTION TO THE SIGN. ~~Automatic changing signs such as public service time, temperature, and date sign or electronically controlled message center are classified as “changing signs” not “flashing signs.”~~ **SIGNS WITH INTERMITTENT LIGHTS, OR THAT CHASE, RUN, SPIN, ROTATE, STROBE OR SCINTILLATE ARE CONSIDERED TO BE FLASHING SIGNS.**

Sign, Animated. “Animated sign” means any sign which includes SIMULATED MOVEMENT, action or motion CREATED BY THE DISPLAY OF A SERIES OF PICTURES OR IMAGES. ~~The term does not refer to flashing, changing or indexing, all of which are separately defined.~~

SECTION 2:

Section 17.08.010 – Definitions, is hereby amended to add the following definitions related to digital signage:

“Ambient light” means the existing light condition surrounding an area. The light source may be sunlight, or artificial light, or a combination of both.

“Digital Off Premises Advertising Sign” means a computer programmable, off-premises sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means.

“Dissolve” means a mode of message transition on an Electronic Message Center Sign or a Digital Off-Premises Advertising Sign accomplished by varying the light

intensity or pattern, where the first frame/message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second frame/message.

“Dwell Time” means the interval of time that an Electronic Message Center Sign or a Digital Off-Premises Advertising Sign frame remains static before transitioning to a new message.

“Electronic Message Center Sign (EMC)” means an on-premises, changeable-copy (automatic) sign which uses light emitting display technologies or a combination of lights, or lighted or unlighted panels which are controlled electronically to produce words, symbols, pictures or messages. Includes cathode ray, light emitting diode (LED) display, plasma screen, liquid crystal display (LCD), fiber optic, video boards and other similar electronic technology.

“Fade” means a mode of message transmission on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign accomplished by varying the light intensity, where the first message/frame gradually reduces intensity to the point of not being legible (i.e. fading to black) and the subsequent message/frame gradually increases intensity to the point of legibility.

“Full Motion Video” means a sign feature with simulated continuous movement created by the display of a series of images, typically consisting of a recorded actual event or scene.

“Footcandle” means the English unit of measurement for illuminance, which is equal to one lumen, incident upon an area of one foot.

“Frame” means a complete, static display screen on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign.

“Illuminance” means the photometric quality most closely associated with the perception of brightness and a measurement of the intensity of light falling on a surface at a given distance from the light source. Illuminance can be measured with a footcandle meter, also known as a luxmeter.

~~“Scintillate” or “Scintillating” means visual effects such as light flashes, light sparkling, light starbursts, light twinkling, light pulsating, or any other image transition effect or animation in which an image instantly and repeatedly changes for the purpose of attracting attention.~~

“Scrolling Message” means a mode of message transition on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign where the message appears to move vertically or horizontally across the display surface. For the purpose of regulating Electronic Message Center Signs and Digital Off Premises Advertising Signs,

scrolling shall refer to text only, and not images or symbols which shall instead, be considered either animated signs or full motion video signs.

“Static Message” means a sign message/frame that does not have movement, or the appearance or optical illusion of movement during the display period.

“Transition” means the visual effect of changing from one frame/message to another frame/message on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign.

SECTION 3:

Section 17.96.030(B) – Zoning district provisions, is hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

B. Additional Allowances for Commercial and Industrial Zoning Districts. ~~Animated, rotating, and flashing signs will be allowed only in commercial and industrial zoning district. Animation and rotation shall be limited to slow movement. Flashing will be limited to chasing or scintillation or subdued color change. Extreme on and off or strobe type flashing is not permitted.~~

1. Changeable Copy SIGN (AUTOMATIC). Signs on which the copy changes automatically through mechanical means, AND ELECTRONIC MESSAGE CENTER SIGNS (EMC) ~~or electronically through lampbanks, or other electronic methods are allowed., provided the changing of copy OR FRAMES is not detrimental to traffic safety, as determined by the City traffic engineer OR AS SUBSTANTIATED BY A TRAFFIC STUDY.~~ Continuous scrolling messages are not allowed. ELECTRONIC MESSAGE CENTER SIGNS (EMCs) SHALL COMPLY WITH THE FOLLOWING:

- a. EMC SHALL NOT UTILIZE OR PROJECT SOUND.
- b. EMC SHALL NOT UTILIZE OR CONSIST OF FLASHING ELEMENTS OR MESSAGES, WHICH WOULD MEET THE DEFINITION OF A “FLASHING SIGN” FOUND IN SECTION 17.08.010.
- c. EMC SHALL NOT DISPLAY FULL MOTION VIDEO.
- d. EMC SIGNS DISPLAYING ANIMATION “ANIMATED SIGNS,” ARE PERMITTED.
- e. EMC SIGNS DISPLAYING SCROLLING MESSAGES ARE PERMITTED.
- f. EMC SHALL BE EQUIPPED WITH A SENSOR OR OTHER DEVICE THAT AUTOMATICALLY DETERMINES THE AMBIENT ILLUMINATION, AND SHALL BE PROGRAMMED TO

AUTOMATICALLY ADJUST TO AMBIENT LIGHT CONDITIONS. THE ILLUMINANCE OF AN EMC SHALL NOT INCREASE THE AMBIENT LIGHTING CONDITIONS BY MORE THAN 0.3 FOOTCANDLES WHEN MEASURED PERPENDICULAR TO THE EMC FACE AT A DISTANCE DETERMINED BY THE FOLLOWING FORMULA: MEASUREMENT DISTANCE (*IN FEET*) =  $\sqrt{\text{EMC SIGN FACE AREA (IN SQUARE FEET)} \times 100}$ .

- g. IN NO CASE SHALL AN ELECTRONIC MESSAGE CENTER SIGN (EMC) INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES, AS MEASURED AT THE PROPERTY LINE OF AN ADJACENT RESIDENTIAL-USE PROPERTY. AN ADJACENT PROPERTY DOES NOT HAVE TO ABUT THE PROPERTY ON WHICH THE SIGN IS LOCATED.

SECTION 4:

Section 17.96.050 is hereby amended to add the following:

L. DIGITAL OFF-PREMISES ADVERTISING SIGN.

1. DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL ADHERE TO THE LOCATION, ZONING, SPACING, HEIGHT, SIZE AND PERMITTING REQUIREMENTS, AS STATED FOR ALL OFF-PREMISES SIGNS.
2. THE MESSAGE, MESSAGES, OR COPY DISPLAYED ON A DIGITAL OFF-PREMISES ADVERTISING SIGN:
  - a. SHALL NOT UTILIZE OR CONSIST OF FLASHING ELEMENTS OR MESSAGES, WHICH MEET THE DEFINITION OF A “FLASHING SIGN” FOUND IN SECTION 17.08.010;
  - b. SHALL DISPLAY ONLY STATIC MESSAGES OR IMAGES, AND SHALL NOT DISPLAY ANIMATION OR FULL MOTION VIDEO.
  - c. SHALL HAVE A DWELL TIME OF A MINIMUM OF EIGHT (8) SECONDS PER STATIC IMAGE;
  - d. SHALL NOT INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES WHEN MEASURED BY A FOOTCANDLE (LUX) METER, PERPENDICULAR TO THE FACE OF THE SIGN, AT A DISTANCE OF:
    - i. ONE HUNDRED FIFTY (150) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA OF NOT MORE THAN TWO HUNDRED FORTY TWO (242) SQUARE FEET;

- ii. TWO HUNDRED (200) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA GREATER THAN TWO HUNDRED FORTY TWO (242) SQUARE FEET BUT NOT MORE THAN THREE HUNDRED SEVENTY EIGHT (378) SQUARE FEET; AND,
  - iii. TWO HUNDRED FIFTY (250) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA GREATER THAN THREE HUNDRED SEVENTY EIGHT (378) SQUARE FEET.
3. IN NO CASE SHALL A DIGITAL OFF-PREMISES ADVERTISING SIGN INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES, AS MEASURED AT THE PROPERTY LINE OF AN ADJACENT RESIDENTIAL-USE PROPERTY. AN ADJACENT PROPERTY DOES NOT HAVE TO ABUT THE PROPERTY ON WHICH THE SIGN IS LOCATED.
  4. ALL DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL HAVE A LIGHT SENSING DEVICE TO ADJUST THE BRIGHTNESS OF THE SIGN AS AMBIENT LIGHT CONDITIONS CHANGE, IN CONFORMANCE WITH THE REQUIREMENTS OF THIS SECTION.
  5. TRANSITIONS BETWEEN MESSAGES SHALL BE COMPLETED IN TWO (2) SECONDS OR LESS BY EMPLOYING AN IMMEDIATE, DISSOLVE, OR FADE METHOD.
  6. THE USE OF SOUND IS PROHIBITED.
  7. DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL HAVE AN AUTOMATIC SHUTDOWN MECHANISM WHICH TURNS OFF THE SIGN IN THE EVENT OF A MALFUNCTION.

SECTION 5:

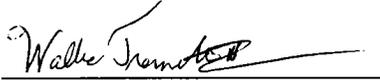
This ordinance shall be in full force and effect from and after passage on three readings and publication.

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

November 24, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: November 2014 Laramie State Small Business Credit Initiative Third Funding Disbursement: Certificate of Performance and Representation and Warranties Letter

Recommendation:

That Council, by resolution, authorize the Mayor to sign the November 2014 State Small Business Credit Initiative Participating Municipalities Certificate of Performance and Representations and Warranties Letter.

Summary:

The City of Casper is a participating municipality in the United States Treasury Department State Small Business Credit Initiative (SSBCI) Program (Program). The Program is overseen by the Participating Municipalities of the Laramie SSCBI Consortium of Wyoming Municipalities (Consortium). The Consortium contracts with Wyoming Smart Capital Network, LLC to administer the Program.

The Consortium is ready to request the third Disbursement of Funds from the U.S. Treasury. The first and second Disbursements have been exhausted for use in Program support and administrative fees as detailed on the accompanying "SSBCI Funds Utilized to Date- Other Credit Support Programs (OCSPs)" report showing the individual projects by participating bank.

The Consortium's compliance auditor, Mader Tschacher Peterson & Co., LLC has performed agreed upon procedures to help ensure that all the expenditures and use of Program funds are in compliance to the all requirements. The auditors' letter also accompanies this memo.

A resolution has been prepared for Council consideration.

**CERTIFICATION OF PERFORMANCE  
AND REPRESENTATIONS AND WARRANTIES**

United States Department of the Treasury  
Main Treasury Building, Room 1310  
1500 Pennsylvania Avenue  
Washington, D.C. 20220

Reference is made to the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the **United States Department of the Treasury** ("Treasury") and the Participating Municipalities. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

This certification is delivered to Treasury pursuant to paragraph 2 ("Subsequent Disbursement Requests of Allocated Funds") of Annex 2 ("Disbursement Policies and Procedures") attached to the Allocation Agreement. The undersigned, on behalf of each Participating Municipality, hereby makes the following certifications as of the date of this certification:

1. the Participating Municipality has performed and complied with all applicable terms, covenants, agreements and conditions required by the Allocation Agreement to be performed or complied with by it as of this date;
2. the representations and warranties set forth in the Allocation Agreement and in the Assurances (Non-Construction) contained as part of the Application are true and correct in all material respects;
3. the Participating Municipality has expended, transferred, or obligated 80 percent or more of the last disbursed one-third of Allocated Funds for federal contributions to, or for the account of, the Participating Municipality's Approved Municipal Programs; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating Municipality is valid and in full force and effect.

By: \_\_\_\_\_ (Signature)

Print Name: \_\_\_\_\_ Paul L. Meyer \_\_\_\_\_

Print Title: \_\_\_\_\_ Mayor \_\_\_\_\_

Print Name of Participating Municipality: \_\_\_\_\_ City of Casper, Wyoming \_\_\_\_\_

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



INDEPENDENT ACCOUNTANT'S REPORT  
ON APPLYING AGREED-UPON PROCEDURES

To Management and the Board of Directors of the  
Wyoming Smart Capital Network, LLC and its  
Consortium of Wyoming Municipalities

We have performed the procedures enumerated below, in Attachment A, which were agreed to by the Board of Directors of Wyoming Smart Capital Network, LLC and its Consortium of Wyoming Municipalities, solely to assist you in evaluating the completeness, accuracy and compliance with the SSBCI National Standards for Compliance and Oversight, SSBCI Policy Guidelines and the approved procedures and policies of the Board. Management and the Board are responsible for the preparation and compliance requirements of the reports.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we can make no representation regarding the sufficiency of the procedures described in Attachment A either for the purpose for which this report has been requested or for any other purpose.

The procedures and the findings are included in attachment A.

We were not engaged to, and did not, conduct an audit, the object of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the board or directors and management of Wyoming Smart Capital Network, LLC and its Consortium of Wyoming Municipalities and is not intended to be and should not be used by anyone other than those specified parties.

*Mader Tschacher Peterson + Co.*

Laramie, Wyoming  
November 5, 2014

505 South Third, Suite 100  
Laramie, Wyoming 82070  
(307) 755-1040 FAX (307) 742-4944

Attachment A: Procedures and Findings

1. Pursuant the Allocation Agreement dated December 4, 2012 between the United States Department of Treasury and the Laramie Consortium Participating Municipalities, we have reviewed the disbursements and commitments by the Consortium by Development Capital Networks, LLC. The Laramie Consortium Participating Municipalities approved and funded 35 projects since inception. There are also five projects that have been committed but not yet finalized. Per our review of the supporting documentation, the following summarizes the funds expended and/or committed by the Laramie Consortium Participating Municipalities as of November 5, 2014.

<u>Description</u>	<u>Amount</u>
Collateral Support payments	\$ 6,753,735
Administrative Expenses	347,645
Collateral Support obligations	<u>782,500</u>
Total Expended and Obligated	<u>\$ 7,883,880</u>

SSBCI Funds Utilized to Date

Other Credit Support Programs (OCSPs)

Participating State LARAMIE WY

OCSPs	Loan/Investment Unique Identifier #	Participating Lender/Investor or Designated/Implementing Agency or Contracting Entity	Date Commitment Issued	Total Amount of Loan/Investment	Total Lender/Investor \$	SSBCI \$ Obligated	SSBCI \$ Expended	SSBCI \$ Transferred (Mostly Relevant to Venture Capital Programs)	Date Closed
Credit Guarantee Program	106-0313-001	First Northern Bank of Wyoming	3/6/2013	\$100,000.00	\$50,000.00		\$50,000.00		04/17/2013
Credit Guarantee Program	116-0113-002	Sundance State Bank	5/27/2013	\$40,000.00	\$20,000.00		\$20,000.00		06/18/2013
Credit Guarantee Program	115-0813-004	1st Bank Division of Glacier Bank	7/18/2013	\$2,498,378.00	\$1,938,378.00		\$560,000.00		08/15/2013
Credit Guarantee Program	117-1113-005	Platte Valley Bank	8/14/2013	\$50,000.00	\$25,000.00		\$25,000.00		08/26/2013
Credit Guarantee Program	101-0213-006	First Interstate Bank	9/11/2013	\$126,000.00	\$63,000.00		\$63,000.00		09/11/2013
Credit Guarantee Program	106-0613-009	Security State Bank	10/17/2013	\$343,606.00	\$176,606.00		\$167,000.00		10/30/2013
Credit Guarantee Program	106-1313-007	First National Bank of Gillette	10/14/2013	\$44,230.00	\$22,230.00		\$22,000.00		11/12/2013
Credit Guarantee Program	106-0613-010	Security State Bank	10/28/2013	\$61,185.00	\$31,185.00		\$30,000.00		11/14/2013
Credit Guarantee Program	102-0713-003	Capital West Bank	6/4/2013	\$13,490,581.00	\$12,490,581.00		\$1,000,000.00		12/06/2013
Credit Guarantee Program	102-1813-113	Tri-County Bank	12/19/2013	\$530,000.00	\$462,550.00		\$67,450.00		12/31/2013
Credit Guarantee Program	101-0913-012	Jonah Bank	11/30/2013	\$2,242,000.00	\$1,742,000.00		\$500,000.00		01/23/2013
Credit Guarantee Program	106-0614-114	Security State Bank	1/2/2014	\$344,000.00	\$258,000.00		\$86,000.00		2/13/2014
Credit Guarantee Program	115-0813-008	1st Bank Division of Glacier Bank	9/30/2013	\$962,150.00	\$772,150.00		\$190,000.00		2/24/2014
Credit Guarantee Program	106-0614-116	Security State Bank	1/29/2014	\$500,000.00	\$250,000.00		\$250,000.00		2/24/2014
Credit Guarantee Program	114-1613-011	Meridian Trust Federal Credit Union	11/14/2013	\$270,000.00	\$232,500.00	\$37,500.00	\$0.00		
Credit Guarantee Program	103-0614-115	Security State Bank	2/12/2014	\$220,676.00	\$110,338.00		\$110,338.00		8/13/2014
Credit Guarantee Program	103-0614-117	Security State Bank	2/20/2014	\$187,500.00	\$187,500.00		\$75,000.00		5/15/2014
Credit Guarantee Program	106-0614-118	Security State Bank	2/24/2014	\$1,554,000.00	\$1,554,000.00		\$500,000.00		3/7/2014
Credit Guarantee Program	106-0614-119	Security State Bank	2/25/2014	\$200,000.00	\$200,000.00		\$100,000.00		4/16/2014
Credit Guarantee Program	106-0614-126	Security State Bank	5/2/2014	\$425,000.00	\$212,500.00		\$212,500.00		5/27/2014
Credit Guarantee Program	101-0214-128	First Interstate Bank	5/9/2014	\$265,500.00	\$132,750.00		\$132,750.00		5/20/2014
Credit Guarantee Program	106-0614-127	Security State Bank	4/30/2014	\$45,000.00	\$22,500.00		\$22,500.00		5/15/2014
Credit Guarantee Program	102-0914-124	Jonah Bank	4/10/2014	\$1,265,500.00	\$965,500.00		\$300,000.00		5/13/2014
Credit Guarantee Program	107-1914-123	Commerce Bank of Wyoming	4/16/2014	\$1,975,000.00	\$1,050,000.00		\$925,000.00		5/22/2014
Credit Guarantee Program	106-0314-122	First Northern Bank of Wyoming	4/4/2014	\$220,667.00	\$160,667.00		\$60,000.00		4/15/2014
Credit Guarantee Program	101-0214-129	First Interstate Bank	5/19/2014	\$798,727.00	\$399,364.00		\$399,363.00		9/2/2014
Credit Guarantee Program	106-0614-130	Security State Bank	9/8/2014	\$810,000.00	\$413,350.00		\$396,650.00		9/19/2014
Credit Guarantee Program	106-0614-131	Security State Bank	9/8/2014	\$236,371.00	\$121,371.00		\$115,000.00		9/19/2014
Credit Guarantee Program	106-0314-120	First Northern Bank of Wyoming	3/13/2014	\$100,000.00	\$50,000.00		\$50,000.00		3/24/2014
Credit Guarantee Program	101-1114-121	Platte Valley Bank	3/20/2014	\$49,501.00	\$25,317.00		\$24,184.00		4/3/2014
Credit Guarantee Program	102-2014-132	ANB Bnak	9/25/2014	\$600,000.00	\$300,000.00		\$300,000.00		10/1/2014
Credit Guarantee Program	117-1114-133	Platte Valley Bank	9/22/2014	\$360,000.00	\$310,000.00	\$50,000.00			
Credit Guarantee Program	106-0614-134	Security State Bank	9/30/2014	\$340,000.00	\$170,000.00	\$170,000.00			
Credit Guarantee Program	106-0614-135	Security State Bank	9/30/2014	\$50,000.00	\$25,000.00	\$25,000.00			
Credit Guarantee Program	114-1514-136	Rawlins National Bank	10/3/2014	\$2,721,000.00	\$2,221,000.00	\$500,000.00			
Administrative Expenses							\$347,645.00		
Sub-totals for OCSP				\$34,026,572	\$20,586,018	\$782,500	\$7,101,380	\$0	

Name of Program 2									
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Sub-totals for OCSP	\$0	\$0	\$0	\$0	\$0
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Name of Program 3									
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Sub-totals for OCSP	\$0	\$0	\$0	\$0	\$0
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<b>TOTALS (ALL OCSPs)</b>	<b>\$34,026,572</b>	<b>\$20,586,018</b>	<b>\$782,500</b>	<b>\$7,101,380</b>	<b>\$0</b>
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**Total \$ Expended, Obligated, Transferred (OCSPs & CAP) \$7,883,880**

**1st/2nd Disbursement of SSBCI \$ \$4,345,556**  
**1st/2nd Disbursement of SSBCI \$ x 80% \$3,476,445**  
**\$7,822,001**

**SSBCI \$ Obligated**

SSBCI funds that have been committed to pay for the amounts of orders placed, contracts awarded, goods and services received, and similar transactions during a given period that will require payment by the Approved State Program during the same or a future period. For OCSPs, examples of obligated funds include:

- a) SSBCI funds that have been committed, pledged, or otherwise promised, in writing, to a specific borrower as part of a loan participation, collateral support, or direct lending program;
- b) SSBCI funds that have been committed, pledged, or otherwise promised, in writing as part of a venture capital investment transaction (e.g., a promissory note);
- c) SSBCI funds that have been set aside to cover obligations arising from loan guarantees, loan participations, or collateral support agreements as part of an approved program; or,
- d) SSBCI funds that have been committed, pledged, or promised in writing for allowable administrative expenses (e.g. an executed contract for services).

**SSBCI \$ Expended**

SSBCI funds that have been used to pay charges that have been incurred either on a cash or accrual basis by or for an Approved State program.

For OCSPs, examples of expended funds include:

- a) SSBCI funds that have been disbursed to a specific borrower (or disbursed to a specific lender as part of a commitment to a specific transaction) as part of a loan participation, collateral support, or direct lending program;
- b) SSBCI funds that have been invested in specific small businesses, pursuant to a venture capital investment; or,
- c) SSBCI funds that have been disbursed allowable administrative expenses.

**SSBCI \$ Transferred (Mostly Relevant to Venture Capital Programs)**

SSBCI funds that have been transferred by the state, territory, or municipality receiving SSBCI funds to the designated/implementing agency, or the contracting entity, that is charged with administering the day-to-day operations of the program, as a reimbursement for actual expenses incurred or when there is a clearly documented actual and immediate cash need to fund a loan or investment to an eligible small business or to pay for any allowable administrative expenses.

RESOLUTION NO. 14-297

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

WHEREAS, the City of Casper is a participating municipality in the Laramie Consortium of Participating Municipalities (Consortium); and,

WHEREAS, the Consortium oversees the United States Treasury Department State Small Business Credit Initiative Program (Program); and,

WHEREAS, under the terms of the "State Small Business Credit Initiative Allocation Agreement for Participating Municipalities" (the "Allocation Agreement") between the United States Treasury Department and the Consortium funding is forwarded in installments that become available as the previous funding installment is allocated for Program support and administration fees; and

WHEREAS, under the terms of the "Allocation Agreement" a Certification of Performance and Representation and Warranties is needed to be executed by each participating municipality in order to obtain the next funding installment; and,

WHEREAS, the Consortium has received compliance reports from its compliance auditor indicating that all program support and administration cost disbursements have been in compliance with Program requirements and, that the financial information being furnished in support of the second funding request is accurate, complete and in compliance to Program requirements; and,

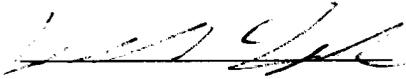
WHEREAS, a Certification of Performance and Representation and Warranties has been prepared and requires execution by the designated Authorized Representative of the City of Casper; and,

WHEREAS, Paul L. Meyer, Mayor of the City of Casper is currently designated as the Authorized Representative for the City of Casper for purposes of the Allocation Agreement.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to sign the Certification of Performance and Representation and Warranties in order for the Consortium to obtain the third funding installment in the amount of Four Million Three Hundred Forty Five Thousand Five Hundred Fifty Six dollars (\$4,345,556).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

November 20, 2014

TO: John C. Patterson, City Manager.

FROM: Wallace Trembath, Assistant City Attorney. *W.T.*

RE: East Elkhorn Ranch, LLC Requested Changes to its Point of Diversion on The  
"Stroud Ditch."

Recommendation:

That Council, by resolution, authorize the Mayor to execute a "Consent" for an alternate point of diversion of water from the "Stroud Ditch" for irrigation purposes by East Elkhorn Ranch, LLC ("Elkhorn").

Summary:

Elkhorn previously filed a petition before the State Board of Control to change its point of diversion of water on the Stroud irrigation ditch which draws its water from Elkhorn Creek. In that petition, Elkhorn proposed to abandon its current point of diversion; move it approximately 85 feet upstream, and requested an additional point of diversion approximately 475 feet downstream from its current point of diversion.

The City Council passed Resolution No. 14-205, authorizing and directing the Mayor to execute a "Consent of City of Casper" consenting to the change in the points of diversion. On August 5, 2014, the Mayor executed the "Consent of City of Casper."

The Wyoming State Board of Control ("Board") held a hearing regarding the previous petition, and at the Board's suggestion, the previous petition was withdrawn.

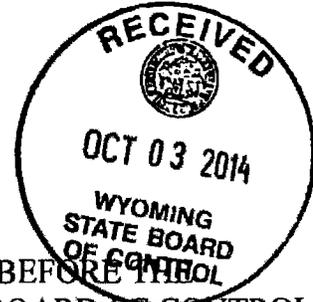
Elkhorn has filed a new Petition before the Board regarding the same subject matter. This time, at the suggestion of Board, Elkhorn is requesting an alternate point of diversion on the Stroud irrigation ditch (Stroud Petition, Docket No. I-2014-4-3 and the Elkhorn Pipeline Petition, Docket No. I-2014-4-4).

As the City holds water rights along with others in the Elkhorn Creek drainage, it is necessary for the City to either join in, by consenting to, or to otherwise contest this change.

The request being made by Elkhorn will not enlarge the amount of water to which it is entitled, but simply establishes an alternate point for it to divert water from the Stroud Ditch. Elkhorn is not allowed to use both points of diversion simultaneously, and approval of the petition will not impact the City's rights to its water appropriation.

Elkhorn has requested that the City consent to this alternate diversion point. A copy of the Petition filed before the State Board of Control, and the consent form that would be necessary for the City to approve are attached for your reference and review.





PETITION FOR AN ALTERNATE )  
POINT OF DIVERSION AND MEANS )  
OF CONVEYANCE AND FOR AN )  
AMENDED CERTIFICATE OF )  
APPROPRIATION FOR A PORTION OF )  
THE RESERVOIR SUPPLY PORTION )  
OF THE HOMER R. LATHROP )  
APPROPRIATION, PERMIT NO. 5390 )  
ENL., DIVERTING FROM ELKHORN )  
CREEK, TRIBUTARY NORTH PLATTE )  
RIVER, THROUGH THE MCMURRY )  
POND RESERVOIR SUPPLY PIPELINE, )  
WITH PRIORITY OF APRIL 2, 1945, TO )  
BE CORRECTED IN PART TO THE )  
ELKHORN PIPELINE )

STATE BOARD OF CONTROL  
CHEYENNE, WYOMING

DOCKET NO.: I-2014-4-3

O.R. 74, P. 74; C.R. 63, P. 326; PROOF NO. 25286

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

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

1. THAT East Elkhorn Ranch, LLC is the owner of the lands and a portion of the appropriation for which an alternate point of diversion and means of conveyance and an amended certificate of appropriation are sought, as evidenced by a recorded warranty deed from the County Clerk of Natrona County, Wyoming, which is attached hereto as Exhibit "A".
2. THAT the appropriation involved and for which the amendments are sought is the Homer R. Lathrop Appropriation, Permit No. 5390 Enl., adjudicated under Proof No. 25286, in the amount of 0.56 c.f.s. for reservoir supply purposes and for the irrigation of 39.4 acres, diverting from Elkhorn Creek, a tributary of the North Platte River, through the Enlarged Carroll Ditch as changed to the McMurry Pond Reservoir Supply Pipeline for a portion of the reservoir supply portion of this appropriation, with priority of April 2, 1945, and of record in Order Record 74, Page 74 describing the lands irrigated and points of use as follows:

Township 33 North, Range 78 West

Section 6:	SW $\frac{1}{4}$ SE $\frac{1}{4}$	2.0 acres
	SE $\frac{1}{4}$ SE $\frac{1}{4}$	30.3 acres
Section 7:	NW $\frac{1}{4}$ NE $\frac{1}{4}$	<u>7.1 acres</u>

TOTAL 39.4 acres (0.56 c.f.s.)

Water is also used to supply the McMurry Pond Reservoir, Permit No. 5556 Res.; and the Carroll No. 2 Reservoir, Permit No. 5557 Res.

3. THAT by and through this Petition, the Petitioner requests an alternate point of diversion and means of conveyance of a portion of the reservoir supply portion of the Homer R. Lathrop Appropriation, Permit No. 5390 Enl., which diverts from Elkhorn Creek through the McMurry Pond Reservoir Supply Pipeline as changed to the "Elkhorn Pipeline", at a point described as North 89° 10' West, 837.0 feet distant from the center-south one-sixteenth corner of Section 18, Township 33 North, Range 78 West, and situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 18 (Latitude 42° 49' 27.98" North, Longitude 106° 15' 07.13" West), to the alternative headgate diverting from the same source of supply approximately 475.0 feet downstream at a point described as North 80° 56' West, 1294 feet distant from the center-south one-sixteenth corner of Section 18, Township 33 North, Range 78 West, and situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 18 (Latitude 42° 49' 30.94" North, Longitude 106° 15' 13.96" West), through the McMurry Pond Pipeline, a new facility.
  - i. The point of use for which the alternate point of diversion and means of conveyance are requested is the McMurry Pond Reservoir, Permit No. 5556 Res., at the record location of its outlet described as South 4° 49' 16" East, 507.6 feet distant from the center-west one-sixteenth corner of Section 18, Township 33 North, Range 78 West, and situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 18.
  - ii. By a companion petition, Petitioner East Elkhorn Ranch, LLC is also seeking an alternate point of diversion and means of conveyance of the Stroud No. 1 Ditch, Territorial Appropriation, Proof No. 994, to the same alternate headgate and pipeline facility requested in this Petition.
4. THAT by and through this Petition, the Petitioner requests that an amended certificate of appropriation for the portion of the reservoir supply portion of the Homer R. Lathrop Appropriation, Permit No. 5390 Enl., described in paragraph 3 above, be issued in the name of East Elkhorn Ranch, LLC, and that its record means of conveyance be corrected to "Elkhorn Pipeline".

5. THAT the reasons for these requests are to correct the records to agree with the actual situation on the ground and to make a matter of record the alternate point of diversion on the ground.
6. THAT Petitioner is the sole owner of the McMurry Pond Pipeline, the Elkhorn Pipeline and the McMurry Pond Reservoir, so its consent to the requested changes is implicit.
7. THAT the Petitioner has obtained or is attempting to obtain consent from the following landowners within the "blanket description" of the Stroud No. 1 Ditch, Territorial Appropriation, Proof No. 994: SKM Properties, LLC and Blackmore Market Place Shops, LLC, P.O. Box 2390, Casper, Wyoming 82602, each acting through Neil A. McMurry; Eastgate Ranch 2400 Claude Creek Road, Casper, Wyoming 82605, acting through Robert McMurry; V.A. Resources, LLC, P.O. Box 50790, Casper, Wyoming 82605, acting through Dorris M. McMurry, Betty and Bill Luker Nature Conservancy, Inc. and Elkhorn Limited Liability Company, 4221 East 2nd Street, Casper, Wyoming 82609, each acting through William B. Luker; Highland Park Community Church of God, Inc., 5725 Highland Drive, Casper, Wyoming 82609, acting through Leslie Bromley; Natrona County, 200 North Center Street, Casper, Wyoming 82601, acting through Forrest Chadwick; YO Livestock Co., Inc., P.O. Box 2373, Casper, Wyoming 82602, acting through Gary C. Lathrop; David B. and Joy M. Gallup, 2707 Palmer Drive, Casper, Wyoming 82601; Curtis W. and Misti G. Cole, 1130 Morado Drive, Casper, Wyoming, 82609; Dan W. Guerttman, 3100 Garden Creek Road, Casper, Wyoming 82601; and Richard J. Fairservis Living Trust Dated February 26, 2002, P.O. Box 50730, Casper, Wyoming 82605, acting through Richard J. Fairservis; Wyoming Department of Transportation, 5300 Bishop Blvd., Cheyenne, Wyoming 82009, acting through Peter Brennan; City of Casper, 200 N. David, Casper, Wyoming 82601, acting through Paul Meyer, Mayor; True Land and Realty LLC, P.O. Box 2360, Casper, Wyoming 82602, acting through John J. Blomstrom; Patrick L. and Suzanne D. Bower, 1140 Morado Drive, Casper, Wyoming 82609; Tom E. Swanson and Jo L. Doland-Swanson, 2231 Miracle Drive, Casper, Wyoming, 82609; and Donald J. and Betty C. Walters, 5317 East 22<sup>nd</sup> Street, Casper, Wyoming, 82609. Consent and ownership documents are attached as Exhibit B.
8. THAT there are no intervening tributaries or other sources of supply which might affect the rights of other appropriators.
9. THAT this Petition is in compliance with Wyoming State Statute §41-3-114.
10. THAT recording fees in the amount of \$50.00 accompany this Petition.

11. THAT a map prepared by a registered professional surveyor showing the actual situation on the ground accompanies this Petition as Exhibit C.
12. THAT the granting of this Petition will in no way affect the rights of other appropriators diverting from the same source of supply.

It is the PRAYER of the Petitioner that this Petition for an alternate point of diversion and means of conveyance and an amended certificate of appropriation, as outlined in paragraphs 3 and 4 above, be granted without loss of priority, and that a certificate of appropriation be issued and a proper Order of the Board be entered recording the same.

DATED this 3<sup>rd</sup> day of October, 2014.

Respectfully submitted,

EAST ELKHORN RANCH, LLC

By: Stacia Berry  
 Stacia Berry, Attorney for the Petitioner

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

The foregoing instrument was acknowledged before me by Stacia Berry, attorney for East Elkhorn Ranch, LLC, a Wyoming Limited Liability Company, on this 3<sup>rd</sup> day of October, 2014.

Witness my hand and official seal.



9/4/18

Callie J. Schaffer  
 Notary Public



PETITION FOR AN ALTERNATE )  
POINT OF DIVERSION AND MEANS )  
OF CONVEYANCE AND A CHANGE )  
OF MEANS OF CONVEYANCE OF THE )  
JOSHUA STROUD APPROPRIATION, )  
TERRITORIAL APPROPRIATION, )  
DIVERTING FROM ELKHORN CREEK, )  
TRIBUTARY NORTH PLATTE RIVER, )  
THROUGH THE STROUD NO. 1 DITCH, )  
WITH PRIORITY OF APRIL 30, 1886, )  
TO BE CHANGED TO A SERIES OF )  
PIPELINE FACILITIES THROUGH THE )  
MCMURRY POND RESERVOIR )  
(PERMIT NOS. 5556 RES. AND 11687 )  
RES.) )

BEFORE THE  
STATE BOARD OF CONTROL  
CHEYENNE, WYOMING

DOCKET NO.: I-2014-4-4

O.R. 1, P. 342; NO CERTIFICATE OF RECORD; PROOF NO. 994

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

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

1. THAT East Elkhorn Ranch, LLC is the owner of the lands and a portion of the appropriation for which an alternate point of diversion and means of conveyance and a change of means of conveyance are sought, as evidenced by recorded warranty deeds and other proof of ownership from the County Clerk of Natrona County, Wyoming, which are attached hereto as Exhibit "A".
  
2. THAT the appropriation involved and for which the amendments are sought is the Joshua Stroud Appropriation, Territorial Appropriation, adjudicated under Proof No. 994, in the amount of 2.85 c.f.s. for the irrigation of 200.0 acres, diverting from Elkhorn Creek, a tributary of the North Platte River, through the Stroud No. 1 Ditch, with priority of April 30, 1886, and of record in Order Record 1, Page 342 describing the lands irrigated as follows:

Township 33 North, Range 78 West

Section 7: SE¼  
NE¼NE¼  
S½NE¼  
Section 18: NE¼SW¼  
W½NE¼

TOTAL 200.0 Acre "Blanket Description"

3. THAT by and through this Petition, the Petitioner requests a change of means of conveyance of the Joshua Stroud Appropriation, Territorial Appropriation, which diverts from Elkhorn Creek through the Stroud No. 1 Ditch, at a point described as North 89° 10' West, 837.0 feet distant from the center-south one-sixteenth corner of Section 18, Township 33 North, Range 78 West, and situated in the NE¼SW¼ of Section 18 (Latitude 42° 49' 27.98" North, Longitude 106° 15' 07.13" West), to a series of facilities described below.

i. The change of means of conveyance includes the following facilities:

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

4. THAT by and through this Petition, the Petitioner requests an alternate point of diversion and means of conveyance of the Joshua Stroud Appropriation, Territorial Appropriation, diverting from the same source of supply approximately 475.0 feet downstream at a point described as North 80° 56' West, 1294 feet distant from the center-south one-sixteenth corner of Section 18, Township 33 North, Range 78 West, and situated in the NE¼SW¼ of Section 18 (Latitude 42° 49' 30.94" North, Longitude 106° 15' 13.96" West) through a series of facilities described below.

i. The alternate means of conveyance includes the following facilities:

- A. McMurry Pond Pipeline, a new facility, conveying water from the alternate point of diversion to the McMurry Pond Reservoir;
- B. McMurry Pond Reservoir, Permit Nos. 5556 Res. and 11687 Res.; and

C. Stroud Pipeline, a new facility, conveying water from the McMurry Pond Reservoir through a pump house to the irrigated lands.

ii. The lands for which the alternate point of diversion and means of means of conveyance and change of means of conveyance are requested are described as follows:

Township 33 North, Range 78 West

Section 7: SE $\frac{1}{4}$   
NE $\frac{1}{4}$ NE $\frac{1}{4}$   
S $\frac{1}{2}$ NE $\frac{1}{4}$

Section 18: NE $\frac{1}{4}$ SW $\frac{1}{4}$   
W $\frac{1}{2}$ NE $\frac{1}{4}$

TOTAL 200.0 Acre "Blanket Description"

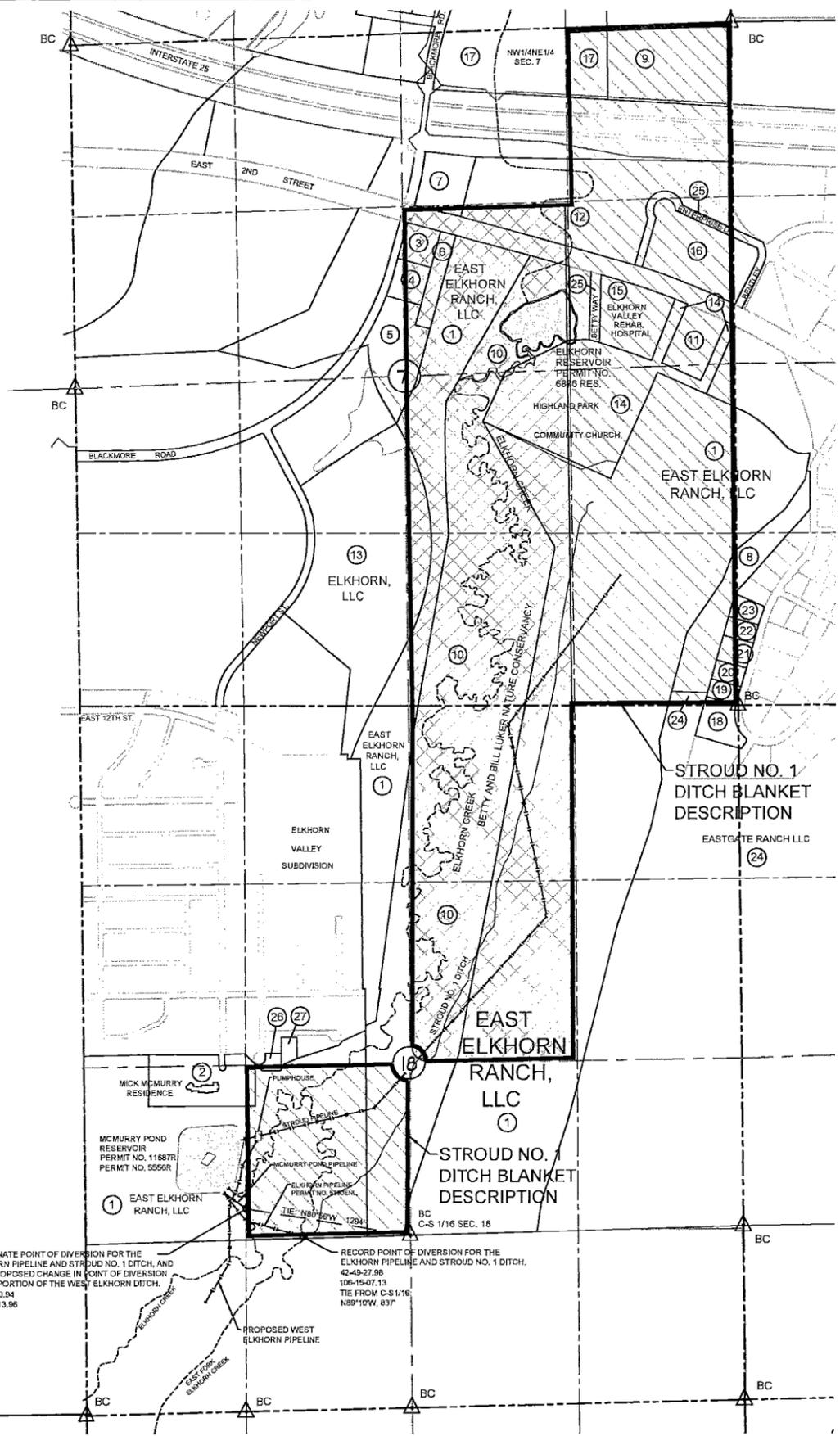
- iii. By a companion petition, Petitioner East Elkhorn Ranch, LLC is also seeking an alternate point of diversion and means of conveyance of the McMurry Pond Reservoir Supply Pipeline as changed to the "Elkhorn Pipeline", Permit No. 5390 Enl., to the same alternate headgate and pipeline facility requested in this Petition.
5. THAT the reasons for these requested changes are to correct the records to agree with the actual situation on the ground and to make a matter of record the alternate point of diversion on the ground. The requested changes will also provide a more economical means of conveyance for irrigation through a sprinkler system.
6. THAT Petitioner East Elkhorn Ranch, LLC is the sole owner of the Elkhorn Pipeline, the McMurry Pond Pipeline, the McMurry Pond Reservoir, and the Stroud Pipeline, so its consent to the requested changes is implicit. The historical Stroud No. 1 Ditch has been closed to the passage of water and the ditch will be abandoned.
7. THAT the Petitioner has obtained or is attempting to obtain consent from the following landowners within the "blanket description" of the Stroud No. 1 Ditch: SKM Properties, LLC and Blackmore Market Place Shops, LLC, P.O. Box 2390, Casper, Wyoming 82602, each acting through Neil A. McMurry; Eastgate Ranch 2400 Claude Creek Road, Casper, Wyoming 82605, acting through Robert McMurry; V.A. Resources, LLC, P.O. Box 50790, Casper, Wyoming 82605, acting through Dorris M. McMurry, Betty and Bill Luker Nature Conservancy, Inc. and Elkhorn Limited Liability Company, 4221 East 2nd Street, Casper, Wyoming 82609, each acting through William B. Luker; Highland Park

Community Church of God, Inc., 5725 Highland Drive, Casper, Wyoming 82609, acting through Leslie Bromley; Natrona County, 200 North Center Street, Casper, Wyoming 82601, acting through Forrest Chadwick; YO Livestock Co., Inc., P.O. Box 2373, Casper, Wyoming 82602, acting through Gary C. Lathrop; David B. and Joy M. Gallup, 2707 Palmer Drive, Casper, Wyoming 82601; Curtis W. and Misti G. Cole, 1130 Morado Drive, Casper, Wyoming, 82609; Dan W. Guerttman, 3100 Garden Creek Road, Casper, Wyoming 82601; and Richard J. Fairservis Living Trust Dated February 26, 2002, P.O. Box 50730, Casper, Wyoming 82605, acting through Richard J. Fairservis; Wyoming Department of Transportation, 5300 Bishop Blvd., Cheyenne, Wyoming 82009, acting through Peter Brennan; City of Casper, 200 N. David, Casper, Wyoming 82601, acting through Paul Meyer, Mayor; True Land and Realty LLC, P.O. Box 2360, Casper, Wyoming 82602, acting through John J. Blomstrom; Patrick L. and Suzanne D. Bower, 1140 Morado Drive, Casper, Wyoming 82609; Tom E. Swanson and Jo L. Doland-Swanson, 2231 Miracle Drive, Casper, Wyoming, 82609; and Donald J. and Betty C. Walters, 5317 East 22<sup>nd</sup> Street, Casper, Wyoming, 82609. Consent and ownership documents are attached as Exhibit "B".

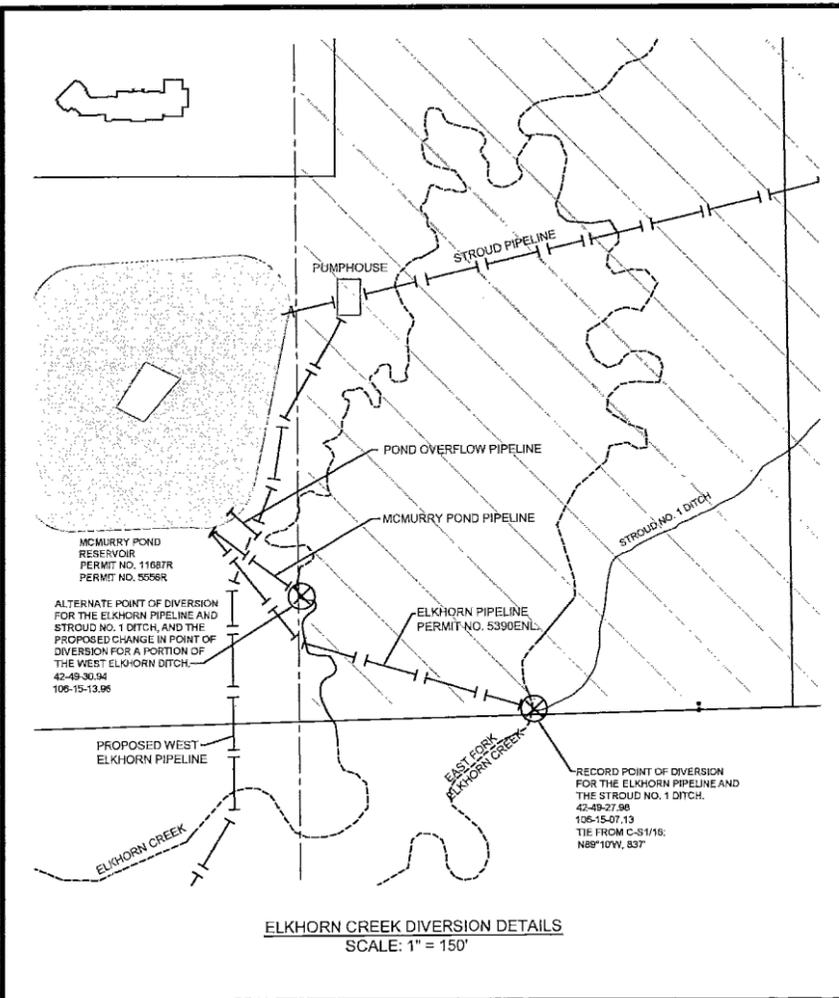
8. THAT there are no intervening tributaries or other sources of supply which might affect the rights of other appropriators.
9. THAT this Petition is in compliance with Wyoming State Statute §41-3-114.
10. THAT no fees are required for this Petition.
11. THAT a map prepared by a registered professional surveyor showing the actual situation on the ground accompanies this Petition as Exhibit "C".
12. THAT the granting of this Petition will in no way affect the rights of other appropriators diverting from the same source of supply.

It is the PRAYER of the Petitioner that this Petition for an alternate point of diversion and means of conveyance and a change of means of conveyance, as outlined in paragraphs 3 and 4 above, be granted without loss of priority, and that a proper Order of the Board be entered recording the same.





T.33N., R.78W.



ELKHORN CREEK DIVERSION DETAILS  
SCALE: 1" = 150'

**LEGEND: EXISTING CONDITIONS**

- LANDS UNDER THE STROUD NO. 1 DITCH, TERRITORIAL APPROPRIATION, PROOF NO. 264 DIVERTING FROM ELKHORN CREEK WITH A PRIORITY OF APRIL, 1886, 200 ACRE 'BLANKET DESCRIPTION'.
- LANDS UNDER BOTH THE CARROLL DITCH, TERRITORIAL APPROPRIATION, PROOF NO. 992 DIVERTING FROM ELKHORN CREEK WITH PRIORITY OF JUNE, 1885 AND THE STROUD NO. 1 DITCH, TERRITORIAL APPROPRIATION, PROOF NO. 264 DIVERTING FROM ELKHORN CREEK WITH A PRIORITY OF APRIL, 1886, BOTH BEING 'BLANKET DESCRIPTIONS'.
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE
- BOUNDARY OWNERSHIP LINE- ALL AFFECTED LANDS.
- PIPELINE
- DITCH
- ELKHORN CREEK
- BOUNDARY OF "BLANKET DESCRIPTION" FOR THE JOSHUA STROUD APPROPRIATION, TERRITORIAL APPROPRIATION, PROOF NO. 264.



SCALE: 1"=500'

**CERTIFICATE OF SURVEYOR**

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



**OWNERS OF RECORD**

1. EAST ELKHORN RANCH, LLC
2. SKM PROPERTIES, LLC
3. BLACKMORE MARKETPLACE SHOPS, LLC (BLACKMORE MARKETPLACE NO. 5, LOT 1)
4. BLACKMORE MARKETPLACE SHOPS, LLC (BLACKMORE MARKETPLACE NO. 5, LOT 2)
5. BLACKMORE MARKETPLACE SHOPS, LLC (BLACKMORE MARKETPLACE NO. 5, LOT 3)
6. BLACKMORE MARKETPLACE SHOPS, LLC (BLACKMORE MARKETPLACE NO. 5, LOT 4)
7. BLACKMORE MARKETPLACE SHOPS, LLC (ELKHORN VALLEY NO.6, LOT 2)
8. VA RESOURCES, LLC (PT SECTIONS 7 & 8, T33N, R78W)
9. VA RESOURCES, LLC (PT SECTION 7, T33N, R78W)
10. BETTY AND BILL LUKER NATURE CONSERVANCY INC (PT SECTIONS 7 & 18, T33N, R78W)
11. ELKHORN, LLC (PT SECTION 7, T33N, R78W)
12. ELKHORN, LLC (PT SECTION 7, T33N, R78W)
13. ELKHORN, LLC (ELKHORN VALLEY NO. 5, LOT 1)
14. HIGHLAND PARK COMMUNITY CHURCH OF GOD, INC. (BETTY LUKER PARKWAY CAMPUS, LOT 1)
15. NATRONA COUNTY (ELKHORN VALLEY REHABILITATION HOSPITAL, LOT 1)
16. TRUE LAND AND REALTY, LLC (DURLAND ADDITION, LOT 1)
17. YO LIVESTOCK CO, INC. (PT SECTION 6, T33N, R78W)
18. DAVID AND JOY GALLUP (HEIGHTS ADDITION, LOT 11)
19. PATRICK AND SUZANNE BOWER (HEIGHTS ADDITION, LOT 10)
20. CURTIS AND MISTI COLE (HEIGHTS ADDITION, LOT 9)
21. DAN GUERTTMAN (HEIGHTS ADDITION, LOT 8)
22. RICHARD J. FAIRSERVIS LIVING TRUST (HEIGHTS ADDITION, LOT 7)
23. RICHARD J. FAIRSERVIS LIVING TRUST (HEIGHTS ADDITION, LOT 6)
24. EASTGATE RANCH, LLC
25. CITY OF CASPER (E2ND STREET, BETTY WAY, ENTERPRISE DRIVE)
26. TOM E. SWANSON ET UX (LOT 11, BLOCK 4, ELKHORN VALLEY ADD. NO. 2 REPLAT)
27. DONALD J. WALTERS ET AL TRUSTEES (LOT 9, BLOCK 4, ELKHORN VALLEY ADD. NO. 2 REPLAT)

**NOTE:**

THE PROPOSED WEST ELKHORN PIPELINE IS THE SUBJECT OF A COCOMITANT PETITION FOR A CHANGE OF POINT OF DIVERSION AND MEANS OF CONVEYANCE OF A PORTION OF THE WEST ELKHORN DITCH, PROOF NO. 989, TO DIVERT FROM THE SAME POINT AS THE ALTERNATE POINT OF DIVERSION UNDER THESE TWO PETITIONS.

MAP TO ACCOMPANY  
PETITIONS TO THE STATE BOARD OF CONTROL  
FOR AN ALTERNATE POINT OF DIVERSION AND MEANS OF CONVEYANCE AND  
A CHANGE OF MEANS OF CONVEYANCE OF THE JOSHUA STROUD  
APPROPRIATION, TERRITORIAL APPROPRIATION, DIVERTING FROM ELKHORN  
CREEK, TRIBUTARY NORTH PLATTE RIVER, THROUGH THE STROUD NO. 1  
DITCH, WITH PRIORITY OF APRIL 30, 1886, TO BE CHANGED TO A SERIES OF  
PIPELINE FACILITIES THROUGH THE MCMURRY POND RESERVOIR (PERMIT  
NOS. 5556RES. AND 11687RES.)  
AND

FOR AN ALTERNATE POINT OF DIVERSION AND MEANS OF CONVEYANCE AND  
FOR AN AMENDED CERTIFICATE OF APPROPRIATION FOR A PORTION OF THE  
RESERVOIR SUPPLY PORTION OF THE HOMER R. LATHROP APPROPRIATION,  
PERMIT NO. 5390ENL, DIVERTING FROM ELKHORN CREEK, TRIBUTARY NORTH  
PLATTE RIVER, THROUGH THE MCMURRY POND RESERVOIR SUPPLY PIPELINE,  
WITH PRIORITY OF APRIL 2, 1945, TO BE CORRECTED IN PART TO THE  
ELKHORN PIPELINE.

**PETITIONER:**

EAST ELKHORN RANCH, LLC  
P.O. BOX 2390  
CASPER, WYOMING, 82602

**AGENT:**

MS. STACIA C. BERRY, ATTORNEY AT LAW  
HAGEMAN LAW, PC  
222 E. 21ST STREET  
CHEYENNE, WY 82001

M:\Users\jfr\Documents\Digital\14-151\Elkhorn Valley Water Right\PCO CHANGE PETITION\MAP.dwg

RESOLUTION NO. 14-292

RESOLUTION APPROVING A CONSENT FOR AN  
ALTERNATE POINT OF DIVERSION OF WATER ON THE  
STROUD DITCH FOR EAST ELKHORN RANCH, LLC.

WHEREAS, East Elkhorn Ranch, LLC (hereinafter “Elkhorn”) previously filed a petition before the State Board of Control to change its point of diversion of water on the Stroud irrigation ditch which draws its water from Elkhorn Creek; and,

WHEREAS, in the previous petition, Elkhorn proposed to abandon its current point of diversion and move it approximately 85 feet upstream, and requested an additional point of diversion approximately 475 feet downstream from its current point of diversion; and,

WHEREAS, the City Council passed Resolution No. 14-205, authorizing and directing the Mayor to execute a “Consent of City of Casper” consenting to the change in the points of diversion as set forth above by East Elkhorn Ranch, LLC; and

WHEREAS, the Mayor executed the “Consent of City of Casper” on August 5, 2014; and,

WHEREAS, the Wyoming State Board of Control (“Board”) held a hearing regarding the previous petition, and at the Board’s suggestion, the previous petition was withdrawn; and

WHEREAS, Elkhorn filed a new petition before the Board to request an alternate point of diversion (Stroud Petition, Docket No. I-2014-4-3 and the Elkhorn Pipeline Petition, Docket No. I-2014-4-4); and,

WHEREAS, the City holds water rights along with others in the Elkhorn Creek drainage; and,

WHEREAS, the City finds that its water rights will not be affected by the requested alternate point of diversion by Elkhorn, and the City finds that it should consent to the requested alterante water diversion point on the Stroud ditch as requested by Elkhorn.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, That the Mayor is hereby authorized and directed to execute a “Consent of City of Casper” consenting to the alternate point of diversion as set forth by East Elkhorn Ranch, LLC in its new petition.

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

APPROVED AS TO FORM:

*Walker French*

---

ATTTEST:

---

V.H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Paul L. Meyer  
Mayor

November 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Kenneth King, Fire Chief 

SUBJECT: 2014 Wyoming Office of Homeland Security Grant for Regional Response II  
Emergency Response Team

Recommendation:

That Council, by resolution, authorize a grant agreement with Wyoming Office of Homeland Security in the amount of \$100,000, for the purchase of hazardous materials/weapons of mass destruction response equipment and training.

Summary:

Staff is requesting Council authorization to accept a grant in the amount of \$100,000 from the State of Wyoming Office of Homeland Security. These grant funds will be used to purchase Hazardous Materials/Weapons of Mass Destruction (Haz-Mat/WMD) response equipment and provide training. This equipment and training will be utilized by the Region II Emergency Response Team which is hosted by the City of Casper Fire-EMS Department. This team provides Haz-Mat/WMD response services for the City of Casper, Natrona, Converse and Niobrara Counties.

No matching funds from the City of Casper are required for acceptance of this grant award.

A resolution has been prepared for Council's consideration.



Matthew H. Mead  
Governor

# Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017

Website: <http://hls.wyo.gov>

5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron  
Director

## Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2014

**Political Subdivision:** City of Casper, Wyoming, Wyoming Municipal Corporation, in care of City of Casper Fire Department (Region 2 State Regional Emergency Response Team)

**Award Amount:** \$100,000.00

**Award Period:** September 1, 2014 through May 31, 2016

**CFDA #:** 97.067

**DHS Grant Code:** EMW-2014-SS-00094

**Project ID:** 14-GPD-RR2-RR-HRT14

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and **City of Casper Fire Department (Region 2 State Regional Emergency Response Team)**, whose mailing address is **200 N. David, Casper, WY 82601** [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2014 Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6). The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2014 through

MOHS  
Original Document

May 31, 2016. The total amount of this Grant is **\$100,000.00**.

5. **Federal Grant References:** The Fiscal Year 2014 Homeland Security Grant Program (HSGP) Program Funding Opportunity Announcement (FOA) can be found at [www.fema.gov](http://www.fema.gov), or <http://hls.wyo.gov>.
6. **Purpose of Grant Award:** The FY 2014 HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2014 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (the Goal) of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allows for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. The purpose of the HSGP is to prevent terrorism and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, HSGP funded investments must have a terrorism-nexus.

To evaluate National progress in building, sustaining, and delivering the core capabilities outlined in the Goal, FEMA annually publishes the National Preparedness Report (NPR). Looking across all thirty one (31) core capabilities outlined in the Goal, the NPR provides a National perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern.

Grantees are expected to consider National areas for improvement identified in the 2013 National Preparedness Report, which include cybersecurity, recovery-focused core capabilities, the integration of individuals with access and functional needs, enhancing the resilience of infrastructure systems, and maturing the role of public-private partnerships. Addressing these areas for improvement will enhance preparedness Nation-wide.

In addition, the Department of Homeland Security expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets. Grantees should prioritize grant funds to increase capability for high-priority core capabilities with low capability levels.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$100,000.00 (one hundred thousand dollars and zero cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2014 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.llis.dhs.gov/knowledgebase>, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be current

in order to receive reimbursements. There will be no extensions for the 2014 State Homeland Security Grant reimbursement or performance period.

**8. Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

**A.** Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:

- (1) Subrecipient must be familiar with the 2014 HSGP objectives and priorities identified in the FY 2014 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at <http://hls.wyo.gov>.
- (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2014 Homeland Security Grant Program Funding Opportunity Announcement (FOA). Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2014 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GDP), Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at <https://hseep.dhs.gov/support/HSEEP%20Revision%20Fact%20Sheet%20041612.pdf>.
- (4) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).
- (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102, per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
- (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland**

**Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

- (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
  - (10) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
  - (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
  - (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
  - (13) Subrecipient may only fund Investments that were included in the FY 2014 Investment Justification (State Initiatives) that were submitted to DHS and that have been identified through the project application (Attachment 3) to be completed by subrecipient and returned within 45 days of receipt of and along with signed Grant Award Agreement. Descriptions of the 2014 State Initiatives can be found at <http://hls.wyo.gov>.
  - (14) Subrecipient shall comply with all applicable “Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).” **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
  - (15) Subrecipient agrees to participate in the State’s 2013 THIRA and SPR or Community Preparedness Report (CPR) by reviewing and providing comment or feedback by November 1, 2014.
  - (16) Subrecipient agrees to complete a THIRA/CPR by July 1, 2015.
  - (17) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, if updated within the last two years, by September 1, 2015.
- B.** This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- C.** Subrecipient may not commingle or transfer funds under this Grant with the funds of any other State or

federal grants.

- D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National Incident Management System (NIMS) implementation guidelines.
- E. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on a project basis that falls under any or all of the following FY 2014 State Initiatives:
- (1) NIMS
    - a. Planning
    - b. Resource Management/Equipment
    - c. Training
    - d. Exercise
  - (2) Regional Preparedness
    - a. Evacuation Plan
    - b. School Safety Preparedness Plans
    - c. Continuity of Operations/Continuity of Government (COOP/COG) Plans
    - d. Catastrophic Incident Annex
    - e. Mitigation Plan
    - f. Infrastructure Plans
    - g. Medical Response
    - h. Pet Care Preparedness
    - i. Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Activities
  - (3) Interoperability/SAFECOM
    - a. Tactical Interoperability Communications Plan (TICP)
    - b. Equipment – WyoLink Capability
    - c. Cyber Terrorism
  - (4) Risk and Gap Analysis
    - a. THIRA & SPR
  - (5) IED/Terrorism Initiatives
    - a. Bomb Teams
    - b. Intelligence & Information Sharing
  - (6) Public Information and Warning
    - a. Integrated Public Alert and Warning System (IPAWS)
    - b. Developing Social Media
    - c. Public Education
- F. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to Homeland Security by April 20, July 20, October 20, and January 20, respectively. Quarterly reports will include:
- (1) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams)
  - (2) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
  - (3) Status of THIRA and Emergency Operations Plan (EOP)

- (4) What equipment was purchased, what typed capability it supports, and plans for sustainment.  
Quarterly report forms are located on the Homeland Security website: <http://hls.wyo.gov>.

**9. Responsibilities of Homeland Security:**

- A. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- B. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- C. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

**10. Special Provisions:**

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov).
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by Homeland Security or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of Homeland Security and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the

EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction and notify Homeland Security, FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.

- H. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- I. Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- J. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procures a commercial sex act during the period of time that the award is in effect; or
  - (3) Uses forced labor in the performance of the award or sub awards under the award.
- K. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- L. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in

accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

- N. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at [www.lep.gov](http://www.lep.gov).
- O. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- P. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.
- Q. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- R. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- S. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- T. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- U. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- V. Technology Requirements:**
  - (1) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
  - (2) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined

to be applicable.

- (3) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

## 11. General Provisions:

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, Attachment Two, Summary of 2014 State Initiatives, consisting of (2) pages, Attachment Three, Key Changes Summary, consisting of two (2) pages, and the Project Planning Worksheet, consisting of nine (9) pages, which are attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall

become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- V. Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The

rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.

- W. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- X. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Y. Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**12. Signature:** By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

The effective date of this Grant is the date of the signature last affixed to this page.

HOMELAND SECURITY

\_\_\_\_\_  
Guy Cameron, Director

\_\_\_\_\_  
Date

City of Casper, Wyoming, Wyoming Municipal Corporation, in care of City of Casper Fire Department  
(Region 2 State Regional Emergency Response Team)

\_\_\_\_\_  
Mayor Paul L. Meyer  
City of Casper

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by: City/County Clerk

\_\_\_\_\_  
Date

Approved as to Form:

*Wallace Tremblay*  
\_\_\_\_\_  
City/County Attorney

*11/19/14*  
\_\_\_\_\_  
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

*S. Jane Caton # 121030*  
\_\_\_\_\_  
S. Jane Caton, Senior Assistant Attorney General

*10-30-14*  
\_\_\_\_\_  
Date

Attachments:

1. Point of Contact Information Form
2. Summary of 2014 State Initiatives
3. Key Changes Summary
4. Project Planning Worksheet



## POINT OF CONTACT INFORMATION FORM

Jurisdiction:	RRT2 (Region 2 State Regional Emergency Response Team)						
Change from Previous:	Yes		No X				
Grant Responsibility: (check all that apply)	SHSP		LETPA		Sheriff		Coroner
Address:	200 N DAVID						
City, ST ZIP	CASPER WY 82601						

Grant Manager	KENNETH KING, FIRE CHIEF		
Phone Number:	(307) 235-8222		
Email:	K.KING@cityofcasperwy.com		
Gmail Address for access to WOHS Team Website*:			

Point of Contact	VICKI SCHULER		
Phone Number:	(307) 235-8222		
Email:	vschuler@cityofcasperwy.com		
Gmail Address for access to WOHS Team Website*:			

*\*A Gmail address is required to access this site which contains helpful links, announcements, forms and reporting. There is a limit of two addresses per subrecipient.*

**Signed by:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

Please complete and return along with Grant Award to:  
 Wyoming Office of Homeland Security  
 Fax: 307-635-6017  
 5500 Bishop Boulevard, Cheyenne, WY 82009  
 Or robin.martin@wyo.gov

## 2014 State Homeland Security Grant Program (SHSP) – Key Changes Summary

This document is intended to highlight key changes to the State Homeland Security Grant Program (SHSP) for FY 2014. Forms and additional resources are provided on the Wyoming Team website which has been created in an effort to improve communication and support for WOHS and subgrantees. The forms can also be found on our public website at <http://hls.wyo.gov>.

- **New investment justifications**

- For the FY2014 SHSP, as in past grant years, all subgrantee projects must be applicable to/ be in alignment with the State's six (6) investment areas. \*
  - 1) NIMS
  - 2) Regional Preparedness
  - 3) Interoperability/SAFECOM
  - 4) Risk and Gap Analysis
  - 5) IED/Terrorism Initiatives
  - 6) Public Information and Warning

\* A detailed description of investments is provided in the 2014 State Homeland Security Grant Program Initiatives included in the grant award agreement packet and is available on both websites.

- **Project Planning Worksheet due with Grant Award Agreement**

- U.S. Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) is moving toward a **project based application process** for their preparedness grants. **This year a Project Planning Worksheet will be included in the grant award agreement packet. This form will be required for each subgrantee and returned with the signed grant award agreement. A minimum of 1 and a maximum of 7 project planning worksheet(s) will be accepted.**

- **Wyoming Team Website**

- Our Wyoming Team website, formerly known as the County Coordinator's website, has been created to provide an interactive environment, as well as more timely information through announcements and resources to all subgrantees. Each entity will have access to their own page for uploading quarterly reports and other documentation along with the ability to subscribe to and receive updates on other pages. To sign up for access, if you have not already done so, please include your **Gmail address** on the Point-of-Contact Information Form provided in the grant award agreement packet. **\*Two users per entity are allowed access.**

- **Reporting Requirements**

- To help ease some of the reporting burden, a new, comprehensive quarterly report has been developed for subgrantees to report on all funding sources at one time including SHSP, EMPG, HMEP and Mitigation Grants. Quarterly reports must be current in order to receive reimbursement on drawdown

requests. In addition, a signature will be required from **both the preparer and the responsible party that signs the grant award agreement.**

- All counties will be required to participate in the State's 2014 THIRA/SPR process by reviewing and providing feedback on the 2013 THIRA/SPR by November 1, 2014. Counties will be required to also produce their own THIRA , by July 1, 2015. Training and additional resources will be provided.
- All subgrantees will be required to have an updated **EOP by September 1, 2015.** According to grant guidance, EOPs must be updated every two years.
- Annual inventory reporting will be due by **January 20 each year.** Sample forms will be made available on both websites.

- **Updated Reimbursement Request and Expense Claim Forms**

- The Reimbursement Request and Expense Claim forms have been updated for 2014. The expense claim form now features an **optional drop-down menu for the State Initiative, Project, NIMS Typed and Solution Area fields.** Correct forms are required for drawdown reimbursements as they are specific to each grant year.

- **Grant Management**

- There are updated guides and handbooks available on the Wyoming Team website to provide subgrantees with the resources needed for general grants management questions. The handbooks that are now available include:
  - 2014 Grants Management Handbook
  - 2014 Equipment Control Handbook
- Procurement
  - In accordance with CFR 44, section 13.36 (b) *Procurement standards.* (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
  - All subgrantees will be required to submit a **copy of their local procurement policy to our office either by copy or email.**
- **Payment will no longer be allowed for single invoice over multiple grant years**
- **Proof of payment will be required**
- Monthly Grant Manager Calls – our office will be administering monthly calls for the grant managers responsible for processing drawdowns and reports. Updated contact information should be provided on the Point of Contact Information Form included in the grant award packet.

The key changes reflected in this summary have been put in place to provide support to subgrantees and to ensure the State of Wyoming is in compliance with the requirements set forth by U.S. Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) in order to continue to qualify for preparedness grant funding opportunities on the state level. It is our goal to continue to make the transition to **fully implemented project based grant funding as smooth as possible while ensuring compliance with federal grant guidelines.**

Should you have any questions about the SHSP grant process, please contact Robin Martin, Grant Manager at 307-777-5768 or robin.martin@wyo.gov.

# 2014 State Homeland Security Grant Program Initiatives

## *Investments and Projects*

### **Investment #1 – NIMS**

This investment is direct support for NIMS compliance objectives as stated in Homeland Security Presidential Directive 5 (HSPD-5) for consistency among agencies for all incidents at all levels of government to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life, property, and harm to the environment. Projects within this investment include planning, resource management/equipment, training and exercise. As identified in (SPR-3), the state will work to ensure State and Subgrantee Emergency Operations Plans are consistent with the National Response Framework (NRF) and the National Incident Management System (NIMS) and are up to date. Each jurisdiction will be required to update their emergency operations plans (EOPs) to include NIMS and NRF components and development of mutual aid agreements. In addition, jurisdictions will adhere to equipment and resource typing requirements ensuring conformity to NIMS National Resource Typing Definitions according to FEMA guidelines.

#### **Projects:**

- **1.1 Planning**
- **1.2 Resource Management/Equipment**
- **1.3 Training**
- **1.4 Exercise**

### **Investment # 2 – Regional Preparedness**

The overall focus of this investment is to promote best practices for prevention, protection, mitigation, response, and recovery throughout natural and man-made events. This investment focuses on pre- and post-disaster actions with the goal of minimizing economic impacts and speeding economic stabilization and recovery following an event. The gaps identified in the THIRA include the need to develop current emergency operations, COOP/COG, evacuation, catastrophic response and animal care plans as required under Presidential Policy Directive 8: National Preparedness (PPD-8). This investment will focus on plan development and updating using a whole community approach to community preparedness. Planning will involve Local Emergency Planning Committees, private business, critical infrastructure, and various first responder disciplines.

#### **Projects:**

- **2.1 Evacuation Plan**
- **2.2 School Safety Preparedness Plans**
- **2.3 COOP/COG Plans**
- **2.4 Catastrophic Incident Annex**
- **2.5 Mitigation Plan**
- **2.6 Infrastructure Plans**
- **2.7 Medical Response**
- **2.8 Pet Care Preparedness**
- **2.9 CBRNE Activities**

### **Investment #3 – Interoperability/SAFECOM**

The public safety community relies heavily on radio communications. It connects responders to their dispatchers, field managers, each other, and — ultimately — to the public they serve. Radios provide dispatchers the ability to alert one or a group of responders of service calls, regardless of where the responder may be. It provides responders with a means of communicating their needs and actions, independent of fixed facilities, such as land-line telephones or even cell-phone towers, which can quickly become overloaded during a major incident. In the field, radios provide responders the ability to manage incident response, independent of location, using an effective communications plan. And, those responders recognize that radios provide the most vital tool for their own safety. This investment will support the development and publication of county and regional Tactical Interoperable Communications Plans (TICP) consistent with the Statewide Interoperable Communications Plans and the Wyoming Interoperability Guide. This investment will also support the publication of the Wyoming Communications Field Operation Guide. There will be a continual need for upgrading and replacement of end user radios and dispatch equipment as well as a reoccurring need for WyoLink and interoperable communications training.

**Projects:**

- **3.1 Tactical Interoperability Communications Plan (TICP)**
- **3.2 Equipment - WyoLink Compatibility**
- **3.3 Cyber Terrorism**

**Investment # 4 – Risk and Gap Analysis**

This investment is direct support for the completion of the state’s THIRA with input from the Whole Community. New procedures for the completion of local THIRA’s will be implemented which will include on-site training for local jurisdictions and quarterly meetings with emergency managers, regional emergency response teams, school districts, bomb teams, state interoperable working group, forestry, department of transportation, health department, and national guard leadership in the development of their THIRA process. This will assist the state in collecting the necessary data in preparing the overall risk profile in developing the state’s THIRA, and will also assist local communities with the assessment of hazards and capabilities through their mitigation plan and those technological, adversary threats outside pre-existing plans relevant to their jurisdiction. Other partners will be identified in an on-going effort to solicit input and development under the mitigation mission core capability. In addition, the state will develop and facilitate the completion of a community preparedness report, similar to the State Preparedness Report. Each jurisdiction will be asked to provide data i.e... (exercises, responses, resource type teams and equipment) to include mutual aid in completing their process. In completion of this report it will provide the state with a more accurate level of preparedness, capability from their respective jurisdictions to lend validity to the states overall SPR as well as assist the community in identifying their organic capabilities.

**Projects:**

- **4.1 THIRA & SPR**

**Investment # 5 – IED/Terrorism Initiatives**

The 2013 Wyoming THIRA was used to identify the explosive device hazard and the core capability target. The explosive device spanned 26 out of the 31 core capabilities within the 2013 Wyoming THIRA. On-scene Security and Protection Capability will be the focus of the activities within this investment. The 2013 Wyoming SPR identified gaps between current capabilities and target capabilities (2013 Wyoming SPR, pages SPR-47 and SPR-48) in On-scene Security and Protection Core Capability and are identified as a high priority.

**Projects:**

- **5.1 Bomb Teams**
- **5.2 Intelligence & Information Sharing**

**Investment # 6 – Public Information and Warning**

This investment will support a statewide capability for Public Information and Warning and Information Sharing. Public information and warning is a constant theme across Wyoming’s Core Capabilities. The implementation of the Integrated Public Alert and Warning System (IPAWS) will address Wyoming’s capability to provide vital emergency messaging to residents of Wyoming and individuals visiting the state. The CodeRed system utilized to access the IPAWs portal will also allow for critical information sharing among first responders and communities. This capability will also enhance information sharing to protect state infrastructure by ensuring facilities and operators have information needed. This investment will establish a communications infrastructure to allow for the use of emerging technology to provide information to enhance ongoing, life sustaining activities, provide basic human needs and transition to short term recovery.

**Projects:**

- **6.1 IPAWS**
- **6.2 Developing Social Media**
- **6.3 Public Education**

# State Homeland Security Grant Program Project Planning Worksheet 2014



This worksheet is for applicants applying for the FY2014 State Homeland Security Grant Program (SHSGP) funding in compliance with FY2014 Application Instructions and Grant Guidance. This worksheet must be completed in full. A minimum of 1 and a maximum of 7 project planning worksheet(s) will be accepted.

## Project Information

Jurisdiction

Project Name

RRIZ Response Team

BOMB TECH

Project Priority

FY 2014 SHSP Proposed funding (For this Project)

High

\$10,000

Medium

Low

## Baseline: New or Ongoing Project

Capabilities that will be created or enhanced by the project.

## Project Phase

- Sustaining or maintaining a core capability acquired with federal funding
- Sustaining or maintaining a core capability acquired without federal funding
- Developing or acquiring a new core capability

Description of Capabilities

**Project Description** - Provide a detailed description of this project

Description of Project

training and equipment to be used by our Bomb tech. We currently support the bomb techs are provide funding for their needs. May also be for bomb protective suit.

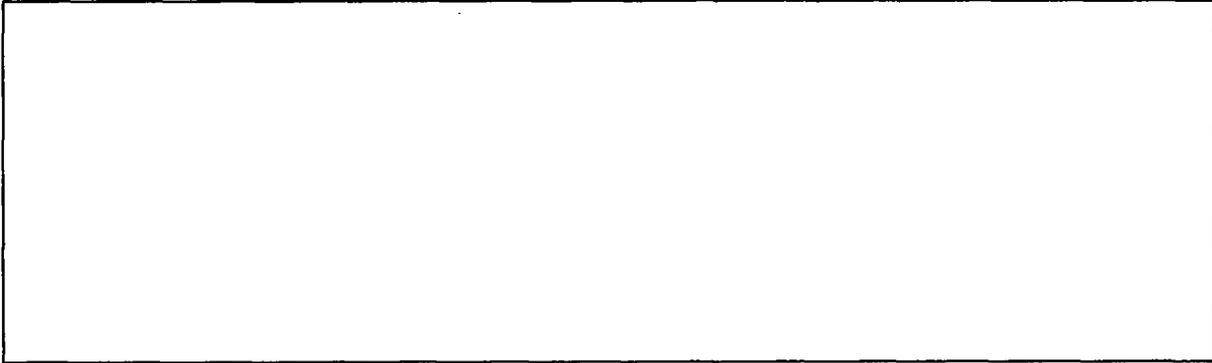
Equipment or Services - Equipment or services to be purchased for the project.

Project Outputs

Continue training and equipment needed by our Bomb techs to keep them readily available for a threat to our region.

**Capabilities** - Capabilities that will be created or enhanced by the project

Project Outcomes

A large, empty rectangular box with a black border, intended for listing project outcomes. It occupies the upper portion of the page below the 'Project Outcomes' label.

Investment Areas - Identify which of the states' six investment areas that will be supported by this project. Choose all that apply:

Investment Areas

- NIMS
- Planning
- Resource Management/Equipment
- Training
- Exercise
- Regional Preparedness
- Evacuation Plan
- School Safety Preparedness Plans
- COOP/COG Plans
- Catastrophic Incident Annex
- Mitigation Plan
- Infrastructure Plans
- Medical Response
- Pet Care Preparedness
- CBRNE Activities
- Interoperability/SAFECOM
- Tactical Interoperability Communications Plan
- Equipment - WyoLink Compatibility
- Cyberterrorism
- Risk and Gap Analysis
- THIRA and SPR
- IED/Terrorism Initiatives
- Bomb Teams
- Intelligence and Information Sharing
- Public Information and Warning
- IPAWS
- Developing Social Media
- Public Education

**Proposed Funding by Solution Area:**

Provide the Proposed Funding amount to be obligated from this project towards Planning, Organization, Equipment, Training, and Exercises (POETE). (Please provide amounts for all that apply.)

**Proposed Funding**

Solution Area	Amount of Proposed Funding \$ SHSP	Funds Dedicated to LETPA*
Planning	<input type="text"/>	<input type="text"/>
Organization	<input type="text"/>	<input type="text"/>
Equipment	<input type="text"/>	<input type="text"/>
Training	<input type="text"/>	<input type="text"/>
Exercises	<input type="text"/>	<input type="text"/>
<b>Total Proposed Funding</b>	<input type="text" value="\$10,000"/>	<input type="text"/>

\* If applicable, provide the proposed funding amount that is expected to be obligated toward Law Enforcement Terrorism Prevention Activities (LETPA).

**Mission areas:** Select all mission areas supported by this project. (Select all that apply)

- Prevention
- Protection
- Mitigation
- Response
- Recovery

**Core Capabilities:** Select all Core Capabilities supported by this project. (Select all that apply)

Project Core Capabilities

- Planning
- Public Information and Warning
- Operational Coordination
- Forensics and Attribution
- Intelligence and Information Sharing
- Interdiction and Disruption
- Screening, Search and Detection
- Access Control and Identity Verification
- Cybersecurity
- Physical Protective Measures
- Risk Management for Protection Programs and activities
- Supply Chain Integrity and Security
- Community Resilience
- Long-term Vulnerability Reduction
- Risk and Disaster Resilience Assessment
- Threats and Hazard Identification
- Critical Transportation
- Environmental Response/Health and Safety
- Fatality Management Services
- Infrastructure Systems
- Mass Care Services
- Mass Search and Rescue Operations
- On-scene Security and Protection
- Operational Communications
- Public and Private Services and Resources
- Public Health and Medical Services
- Situational Assessment
- Economic Recovery
- Health and Social Services
- Housing
- Natural and Cultural Resources

**Milestones**

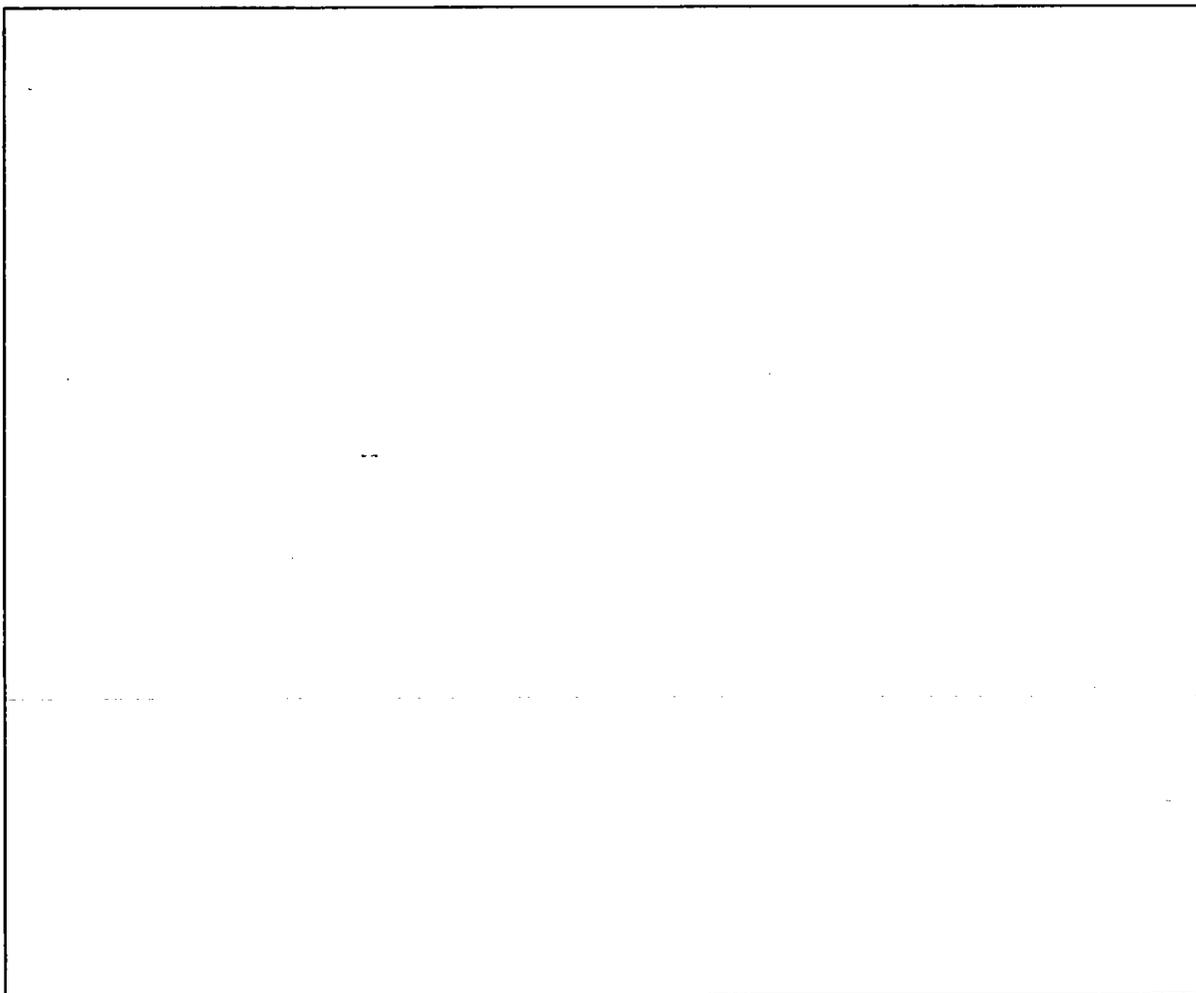
Identify Milestones by quarter, with start and end dates, which will be achieved within the period of performance.

Quarter	Milestones	Applicable Dates
1		09/2014 - 12/2014
2		01/2015 - 3/2015
3		04/2015 - 06/2015
4		07/2015 - 10/2015
5		09/2015 - 12/2015
6		01/2016 - 03/2016
7		04/2016 - 05/2016

**Sustainment:**

Identify how you will sustain the project.

Sustainment



Completed and submitted by:

Title:

Email:

Phone number:

# State Homeland Security Grant Program Project Planning Worksheet 2014



This worksheet is for applicants applying for the FY2014 State Homeland Security Grant Program (SHSGP) funding in compliance with FY2014 Application Instructions and Grant Guidance. This worksheet must be completed in full. A minimum of 1 and a maximum of 7 project planning worksheet(s) will be accepted.

## Project Information

Jurisdiction

Project Name

RRT2 Response Team

Training

Project Priority

FY 2014 SHSP Proposed funding (For this Project)

High

\$40,000

Medium

Low

## Baseline: New or Ongoing Project

Capabilities that will be created or enhanced by the project.

Project Phase

- Sustaining or maintaining a core capability acquired with federal funding
- Sustaining or maintaining a core capability acquired without federal funding
- Developing or acquiring a new core capability

Description of Capabilities

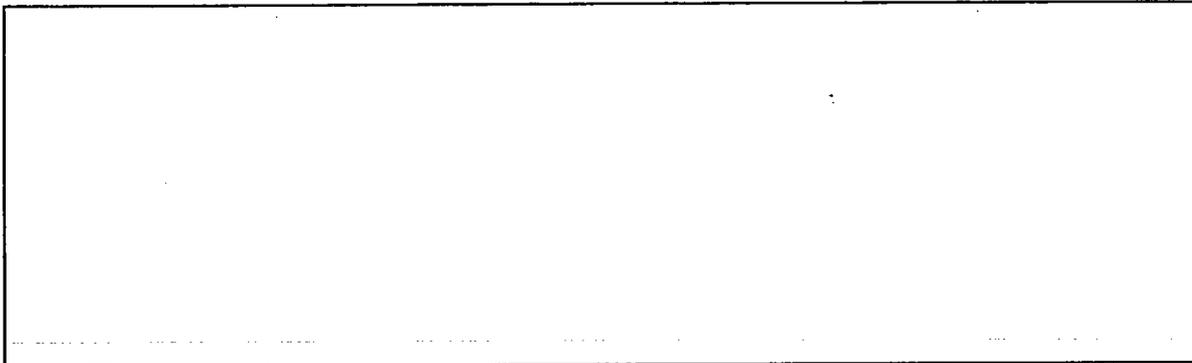
**Project Description** - Provide a detailed description of this project

Description of Project

- Confined spaces
- Hazmat training
- USAR training

**Equipment or Services** - Equipment or services to be purchased for the project.

Project Outputs

A large, empty rectangular box with a black border, intended for listing project outputs.

**Capabilities** - Capabilities that will be created or enhanced by the project

Project Outcomes

ensure that our hazmat techs continue with their training to be prepared when hazmat incidents happen.

Investment Areas - Identify which of the states' six investment areas that will be supported by this project. Choose all that apply:

Investment Areas

- NIMS
- Planning
- Resource Management/Equipment
- Training
- Exercise
- Regional Preparedness
- Evacuation Plan
- School Safety Preparedness Plans
- COOP/COG Plans
- Catastrophic Incident Annex
- Mitigation Plan
- Infrastructure Plans
- Medical Response
- Pet Care Preparedness
- CBRNE Activities
- Interoperability/SAFECOM
- Tactical Interoperability Communications Plan
- Equipment - WyoLink Compatibility
- Cyberterrorism
- Risk and Gap Analysis
- THIRA and SPR
- IED/Terrorism Initiatives
- Bomb Teams
- Intelligence and Information Sharing
- Public Information and Warning
- IPAWS
- Developing Social Media
- Public Education

**Proposed Funding by Solution Area:**

Provide the Proposed Funding amount to be obligated from this project towards Planning, Organization, Equipment, Training, and Exercises (POETE). (Please provide amounts for all that apply.)

**Proposed Funding**

Solution Area	Amount of Proposed Funding \$ SHSP	Funds Dedicated to LETPA*
Planning		
Organization		
Equipment		
Training	\$40,000	
Exercises		
<b>Total Proposed Funding</b>		

*\* If applicable, provide the proposed funding amount that is expected to be obligated toward Law Enforcement Terrorism Prevention Activities (LETPA).*

**Mission areas:** Select all mission areas supported by this project. (Select all that apply)

- Prevention
- Protection
- Mitigation
- Response
- Recovery

**Core Capabilities:** Select all Core Capabilities supported by this project. (Select all that apply)

Project Core Capabilities

- Planning
- Public Information and Warning
- Operational Coordination
- Forensics and Attribution
- Intelligence and Information Sharing
- Interdiction and Disruption
- Screening, Search and Detection
- Access Control and Identity Verification
- Cybersecurity
- Physical Protective Measures
- Risk Management for Protection Programs and activities
- Supply Chain Integrity and Security
- Community Resilience
- Long-term Vulnerability Reduction
- Risk and Disaster Resilience Assessment
- Threats and Hazard Identification
- Critical Transportation
- Environmental Response/Health and Safety
- Fatality Management Services
- Infrastructure Systems
- Mass Care Services
- Mass Search and Rescue Operations
- On-scene Security and Protection
- Operational Communications
- Public and Private Services and Resources
- Public Health and Medical Services
- Situational Assessment
- Economic Recovery
- Health and Social Services
- Housing
- Natural and Cultural Resources

**Milestones**

Identify Milestones by quarter, with start and end dates, which will be achieved within the period of performance.

Quarter	Milestones	Applicable Dates
1		09/2014 - 12/2014
2		01/2015 - 3/2015
3		04/2015 - 06/2015
4		07/2015 - 10/2015
5		09/2015 - 12/2015
6		01/2016 - 03/2016
7		04/2016 - 05/2016

**Sustainment:**

Identify how you will sustain the project.

Sustainment

A large, empty rectangular box with a thin black border, intended for the user to write their response to the sustainment question.

Completed and submitted by:

Title:

Email:

Phone number:

# State Homeland Security Grant Program Project Planning Worksheet 2014



This worksheet is for applicants applying for the FY2014 State Homeland Security Grant Program (SHSGP) funding in compliance with FY2014 Application Instructions and Grant Guidance. This worksheet must be completed in full. A minimum of 1 and a maximum of 7 project planning worksheet(s) will be accepted.

## Project Information

Jurisdiction

Project Name

RRT2 Response Team

Communication

Project Priority

FY 2014 SHSP Proposed funding (For this Project)

High

\$7,000

Medium

Low

## Baseline: New or Ongoing Project

Capabilities that will be created or enhanced by the project.

Project Phase

- Sustaining or maintaining a core capability acquired with federal funding
- Sustaining or maintaining a core capability acquired without federal funding
- Developing or acquiring a new core capability

Description of Capabilities

**Project Description** - Provide a detailed description of this project

Description of Project

Mobile 800 Radio in Tractor unit for hazmat response. Currently this radio is no longer functional or serviceable. Need to purchase new one.

Equipment or Services - Equipment or services to be purchased for the project.

Project Outputs

Mobile 800 radio for hazmat rig.

**Capabilities** - Capabilities that will be created or enhanced by the project

Project Outcomes

Communication capabilities in outsider remote areas of Wyoming.

Investment Areas - Identify which of the states' six investment areas that will be supported by this project. Choose all that apply:

Investment Areas

- NIMS
- Planning
- Resource Management/Equipment
- Training
- Exercise
- Regional Preparedness
- Evacuation Plan
- School Safety Preparedness Plans
- COOP/COG Plans
- Catastrophic Incident Annex
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- Bomb Teams
- Intelligence and Information Sharing
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- Developing Social Media
- Public Education

**Proposed Funding by Solution Area:**

Provide the Proposed Funding amount to be obligated from this project towards Planning, Organization, Equipment, Training, and Exercises (POETE). (Please provide amounts for all that apply.)

**Proposed Funding**

Solution Area	Amount of Proposed Funding \$ SHSP	Funds Dedicated to LETPA*
Planning		
Organization		
Equipment	\$7,000	
Training		
Exercises		
<b>Total Proposed Funding</b>		

*\* If applicable, provide the proposed funding amount that is expected to be obligated toward Law Enforcement Terrorism Prevention Activities (LETPA).*

**Mission areas:** Select all mission areas supported by this project. (Select all that apply)

- Prevention
- Protection
- Mitigation
- Response
- Recovery

**Core Capabilities:** Select all Core Capabilities supported by this project. (Select all that apply)

Project Core Capabilities

- Planning
- Public Information and Warning
- Operational Coordination
- Forensics and Attribution
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- Cybersecurity
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- Threats and Hazard Identification
- Critical Transportation
- Environmental Response/Health and Safety
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- Mass Care Services
- Mass Search and Rescue Operations
- On-scene Security and Protection
- Operational Communications
- Public and Private Services and Resources
- Public Health and Medical Services
- Situational Assessment
- Economic Recovery
- Health and Social Services
- Housing
- Natural and Cultural Resources

**Milestones**

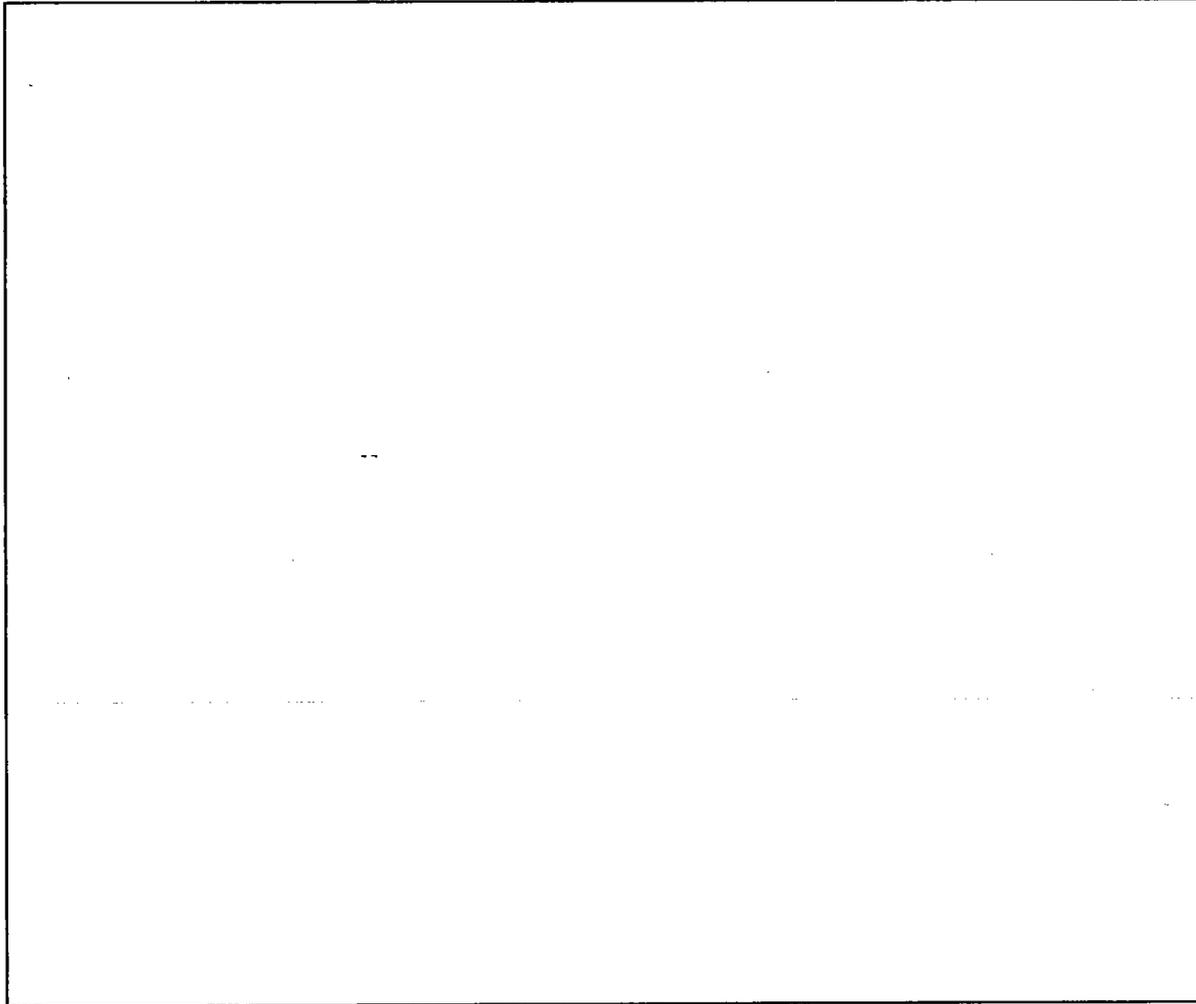
Identify Milestones by quarter, with start and end dates, which will be achieved within the period of performance.

Quarter	Milestones	Applicable Dates
1		09/2014 - 12/2014
2		01/2015 - 3/2015
3		04/2015 - 06/2015
4		07/2015 - 10/2015
5		09/2015 - 12/2015
6		01/2016 - 03/2016
7		04/2016 - 05/2016

**Sustainment:**

Identify how you will sustain the project.

Sustainment

A large, empty rectangular box with a thin black border, intended for the user to write their response to the question 'Identify how you will sustain the project.' The box is currently blank.

Completed and submitted by:

Title:

Email:

Phone number:

RESOLUTION NO. 14-293

A RESOLUTION AUTHORIZING AGREEMENT WITH THE STATE OF WYOMING OFFICE OF HOMELAND SECURITY FOR THE CASPER FIRE-EMS DEPARTMENT REGION II EMERGENCY RESPONSE TEAM.

WHEREAS, the governing body for the City of Casper desires to participate in the State of Wyoming Haz-Mat/WMD Regional Response Team Program; and,

WHEREAS, the governing body of the City of Casper recognizes the need for this program; and,

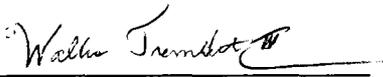
WHEREAS, the Wyoming Office of Homeland security grant requires that certain criteria be met.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Wyoming Office of Homeland Security in the amount of \$100,000, for use by the Casper Fire-EMS Department Region II Response Team.

BE IT FURTHER RESOLVED: That the City Manager and Fire Chief for the City of Casper are hereby designated as the authorized representatives for the City of Casper, to act on behalf of the governing body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this 2nd day of December, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

November 12, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Planned Unit Development (PUD) sub-area plan approval for portions of Park Ridge Medical Campus Additions No. 1, No. 2 and No. 3, located within the McMurry Business Park PUD, and also approve the associated Sub-Area Plan Agreement.

Recommendation:

That Council, by resolution, approve the sub-area plan for portions of Park Ridge Medical Campus Additions No. 1, No. 2 and No. 3, located within the McMurry Business Park PUD, and the associated Sub-Area Plan Agreement.

Summary:

Granite Peak Development, LLC has applied for sub-area plan approval for portions of the Park Ridge Medical Campus Additions, Numbers 1-3, located in the McMurry Business Park PUD for commercial and residential uses. The property is located generally north of East Second Street, along Granite Peak Drive, and is zoned PUD (Planned Unit Development) as part of the McMurry Business Park PUD.

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. 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 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.

The sub-area plan for the Park Ridge Medical Campus Additions Numbers 1-3, shows a total sum of building footprints at 537,000 square feet. The final layout of the buildings and lots may change, as long as the total density or square footage of buildings in the area is not increased.

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).

Portions of the proposed Park Ridge Medical Campus Additions, Numbers 1-3, are located in “Planning Area CMF.” Permitted uses in Planning Area CMF include:

1. One-family attached dwellings
2. Multi-family dwellings
3. General offices
4. Theaters
5. Hospitals
6. Medical and dental offices, clinics and laboratories
7. Convenience stores
8. Nursing homes
9. Assisted living facilities
10. Police and fire stations
11. Churches
12. Synagogues
13. Schools
14. Financial institutions, including drive-through banks
15. Indoor recreational facilities (including private health and wellness centers, athletic clubs, indoor pools and training facilities, climbing walls, and dance studios)
16. Stores for wholesale or retail sales
17. Hotels and motels
18. Restaurants (including sit-down, take-out and drive-through facilities)
19. Bars
20. Day care facilities
21. Community center buildings
22. Temporary construction or sales trailers and offices, provided that construction offices and trailers are removed from the site within 30 days of the issuance of a certificate of occupancy for the building to which the office is appurtenant, and sales offices are removed within 30 days of the initial sale of the last lot within this use area.
23. Other uses similar in character to those specifically listed above

Other portions of the proposed Park Ridge Medical Campus Additions, Numbers 1-3, are located in “Planning Area C.” Permitted uses in Planning Area C include:

1. General offices
2. Theaters
3. Hospitals
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, provided that construction offices and trailers are removed from the site within 30 days of the issuance of a certificate of occupancy for the building to which the office is appurtenant, and sales offices are removed within 30 days of the initial sale of the last lot within this use area
23. Other uses similar in character to those specifically listed above

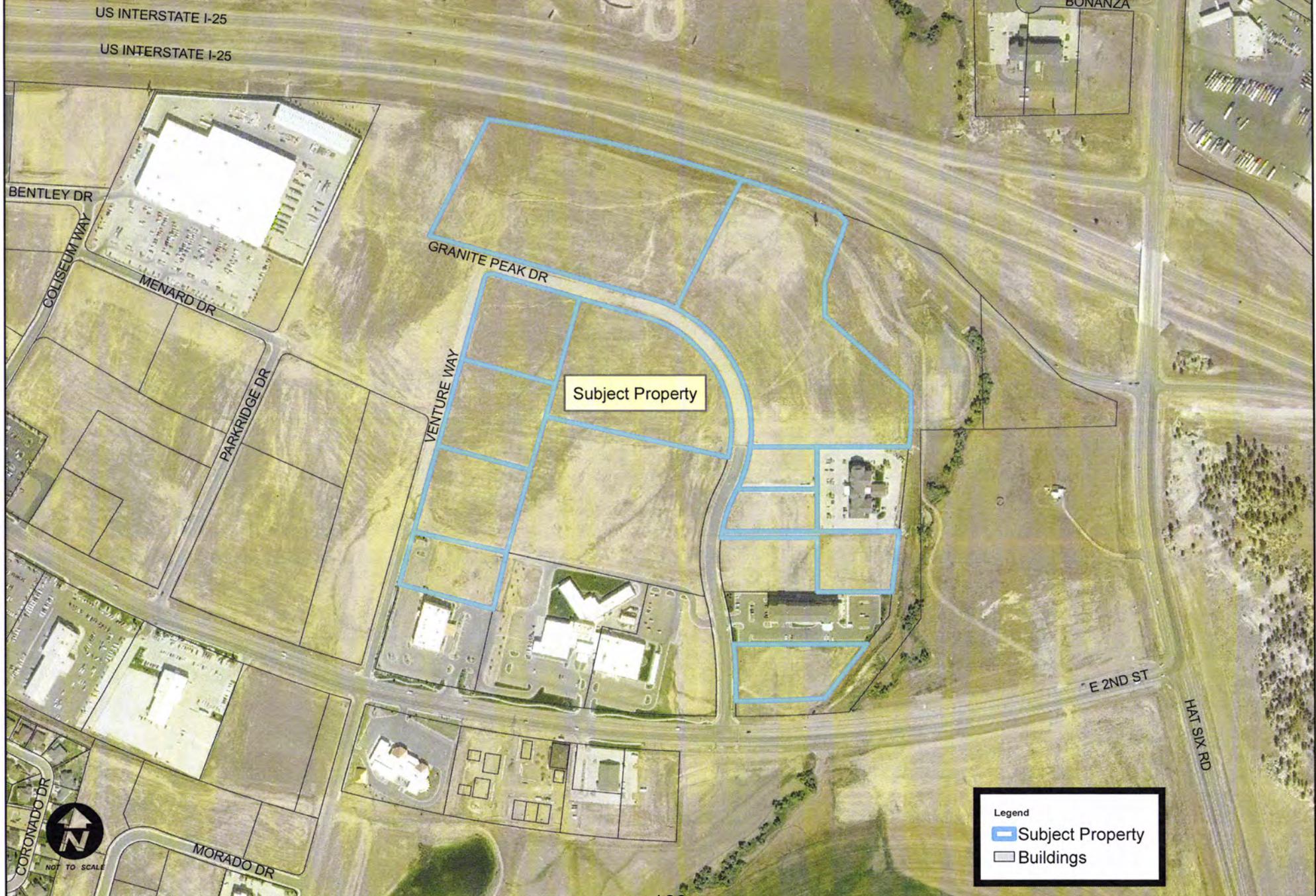
The commercial and residential uses shown on the sub-area plan fit within the listed permitted uses of Planning Area CMF. The Planning and Zoning Commission recommended in favor of the proposed sub-area plan because all minimum standards of the Casper Municipal Code and the approved McMurry Business Park PUD Guidelines have been met. 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.

There were no public comments received regarding this proposal. In that the proposed sub-area plan meets all the requirements of the Casper Municipal Code, and the McMurry Business Park PUD Guidelines, the Planning and Zoning Commission recommended approval, with two (2) conditions:

1. Pursuant to the approved McMurry Business Park PUD Guidelines, prior to the development of any of the lots, a detailed site plan shall be submitted to the Community Development Department for review and approval.
2. That future site plans provide for the alignment of curb cuts and approaches to reduce traffic conflict points on the public streets.

A resolution and a Sub-Area Plan Agreement have been prepared for Council's consideration.

# McMurry Business Park Sub-Area Plan



PORTIONS OF PARK RIDGE MEDICAL CAMPUS ADDITIONS NO. 1, NO. 2 AND  
NO. 3  
SUB-AREA PLAN AGREEMENT

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of November, 2014, by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and Granite Peak Development, LLC, PO Box 51568, Casper, Wyoming 82605, hereinafter designated as "Owner."

WHEREAS, Granite Peak Development, LLC has applied for Sub-Area Plan approval for portions of Park Ridge Medical Campus Additions No. 1, No. 2, and No. 3, as depicted in the Sub-Area Plan, attached hereto as Exhibit "A;" and,

WHEREAS, the McMurry Business Park PUD Guidelines, as approved by the City Council, require the approval of a Sub-Area Plan for all properties within the McMurry Business Park PUD prior to the submittal of a detailed site plan for review and approval; and,

WHEREAS, a copy of the Sub-Area Plan for portions of Park Ridge Medical Campus Additions No. 1, No. 2 and No. 3, "McMurry Business Park" (Sheet C1.0) dated October 22, 2014 is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth.

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. The Sub-Area Plan provides a general site layout for portions of Park Ridge Medical Campus Additions No. 1, No. 2, and No. 3, including maximum building sizes, density, orientation, landscaping, open space and parking arrangements. The development of the property shall be in keeping with the approved Sub-Area Plan.
- B. Prior to the application for a building permit for any structure located on those portions of Park Ridge Medical Campus Additions No. 1, No. 2, and No. 3, a detailed site plan shall be submitted to the Community Development Department for review and approval, in compliance with the approved McMurry Business Park PUD Guidelines.
- C. Concurrent with the submittal of a detailed site plan for review and approval by the City, the applicant shall submit an affidavit from the McMurry Business Park Design Review Committee expressing its

approval and compliance with the McMurry Business Park Design requirements.

- D. When detailed site plans are submitted to the City for review and approval, it shall be a requirement that all curb cuts and approaches to individual lots and parcels be aligned in a manner approved by the City Engineer in order to reduce traffic conflict points on public streets.

## II. OBLIGATIONS OF THE OWNER:

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

- A. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will be determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- B. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this Agreement, hereby authorize the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his designee.
- C. All public improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- D. The Owner shall maintain, repair, and replace, if necessary, the water and sewer system improvements for a period of eighteen (18) months from the

date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said water and sewer mains and appurtenances dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, 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 their obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

- E. Curb boxes shall be left at the water main easement lines in front of each building and the Owner shall protect, during the subsequent course of developing the Development, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner fails 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 and/or landscaping work is completed in the Development.
- F. The Owner shall construct the necessary water mains up to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water main sizes shall be as determined by the City.
- G. The Owner, at their cost, shall install water service lines in accordance with City specifications to the easement lines so as to serve each building site in the Development.
- H. The Owner shall construct the necessary sewer mains to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer main sizes shall be as determined by the City.
- I. The Owner, at their own cost, shall install sewer service lines, in accordance with City specifications, to each building site in the Development.
- J. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer main, and shall be solely responsible for repair or replacement to the City'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 Development by the Owner, and said obligation shall continue until the sewer line and the system within the Development is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Development.

- K. 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.
- L. All necessary water and sewer easements, in forms acceptable to the City, up to and through the Development 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 mains, sewer mains, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.
- M. Easements for all off-site utilities must be provided prior to application for a permit to construct being made to City.
- N. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including, but not limited to, all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
- O. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost 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 City.

- P. In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction of improvements to be owned by the City (water and sewer system improvements) and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.
- Q. The Owner shall provide financial security as provided herein in order to assure that the required water distribution systems, and sewerage collection systems and any other required public improvements, as outlined in the Site Plan Agreement, are constructed in compliance with the City's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent (100%) of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.
- R. A project may be constructed without financial security as otherwise required herein provided that the Owner/subdivider submit to the City a bonded Agreement between the Owner and their contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the Subdivision Agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.
- S. In the event the Owner elects to construct a project without a bonded Agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded Agreement between the Owner and the Contractor as set forth in subsection (A)(2) of this section shall be provided to the City.

- T. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty period. The financial security during the warranty period shall be in the amount of twenty percent (20%) of the total construction costs of such improvements. This financial security for the warranty period of eighteen (18) months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.
- U. Forms of Financial Security.
1. Financial security may be provided in one of the following forms:
    - a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the City;
    - b. Cash;
    - c. Surety bonds on forms provided by the City;
    - d. Unconditional letter of credit subject to the laws and courts of the State of Wyoming in a form approved by the City.
- V. The Owner's engineering consultant shall provide actual construction costs to the City for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include water and sewer lines, as outlined in the Development's drawings and specifications.
- W. The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the Owner/developer within ten (10) calendar days.

### III. OBLIGATIONS OF THE CITY:

The City shall review the detailed site plan, once submitted, for compliance with the McMurry Business Park PUD Guidelines, the approved Sub-Area Plan and the Casper Municipal Code, and upon approval will issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this Agreement and upon performance by

the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

IV. REMEDIES:

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

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, their successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, 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 third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agree to pay all the City's reasonable attorney's 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. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. 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.

- D. Governing Law and Venue: Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
  
- E. 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.

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

APPROVED AS TO FORM:

*Walter Trout*

WITNESS:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

Paul L. Meyer  
Mayor

WITNESS:

OWNER  
Granite Peak Development, LLC

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

*Dan W. Gullett*  
By: \_\_\_\_\_  
Printed Name: DAN W. GULLETT

ACKNOWLEDGEMENT

STATE OF WYOMING )  
 )ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Paul L. Meyer, as the Mayor of the City of Casper, Wyoming, a Municipal Corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WITNESS my hand and official seal.

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

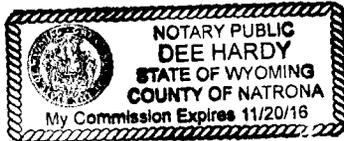
My Commission Expires:

ACKNOWLEDGEMENT

STATE OF WYOMING )  
 )ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Dan Guertman, as owner of Granite Peak Development, LLC, this 20<sup>th</sup> day of November, 2014.

WITNESS my hand and official seal.



Dee Hardy  
Notary Public

My Commission Expires: 11/20/16

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**EXISTING UTILITIES LEGEND:**

— W —	— W —	EXISTING WATER LINE
— SS —	— SS —	EXISTING SANITARY SEWER LINE
— ST —	— ST —	EXISTING STORM SEWER LINE
— GAS —	— GAS —	EXISTING GAS LINE
— UGT —	— UGT —	EXISTING UNDERGROUND ELECTRICAL LINE
— UT/V —	— UT/V —	EXISTING TELEPHONE LINE
		EXISTING TV LINE
		EXISTING WATER VALVE
		EXISTING FIRE HYDRANT
		EXISTING CURB STOP
		EXISTING SANITARY SEWER MANHOLE
		EXISTING SANITARY SEWER CLEANOUT
		EXISTING STORM SEWER MANHOLE
		EXISTING STORM SEWER CATCH BASIN
		EXISTING STORM SEWER CLEANOUT
		EXISTING FLARED END SECTION
		EXISTING TELEPHONE PEDESTAL
		EXISTING BOLLARD
		EXISTING CONTOURS

**PROPOSED UTILITIES LEGEND:**

— W —	— W —	PROPOSED WATER LINE
— SS —	— SS —	PROPOSED SANITARY SEWER LINE
— ST —	— ST —	PROPOSED STORM SEWER LINE
— X —	— X —	PROPOSED SNOW AND SILT FENCE
		PROPOSED WATER VALVE
		PROPOSED FIRE HYDRANT
		PROPOSED SANITARY SEWER MANHOLE
		PROPOSED SANITARY SEWER CLEANOUT
		PROPOSED STORM SEWER MANHOLE
		PROPOSED STORM SEWER CATCH BASIN
		PROPOSED STORM SEWER CLEANOUT
		PROPOSED FLARED END SECTION
		PROPOSED CONTOURS
		PROPOSED ASPHALT
		PROPOSED CONCRETE

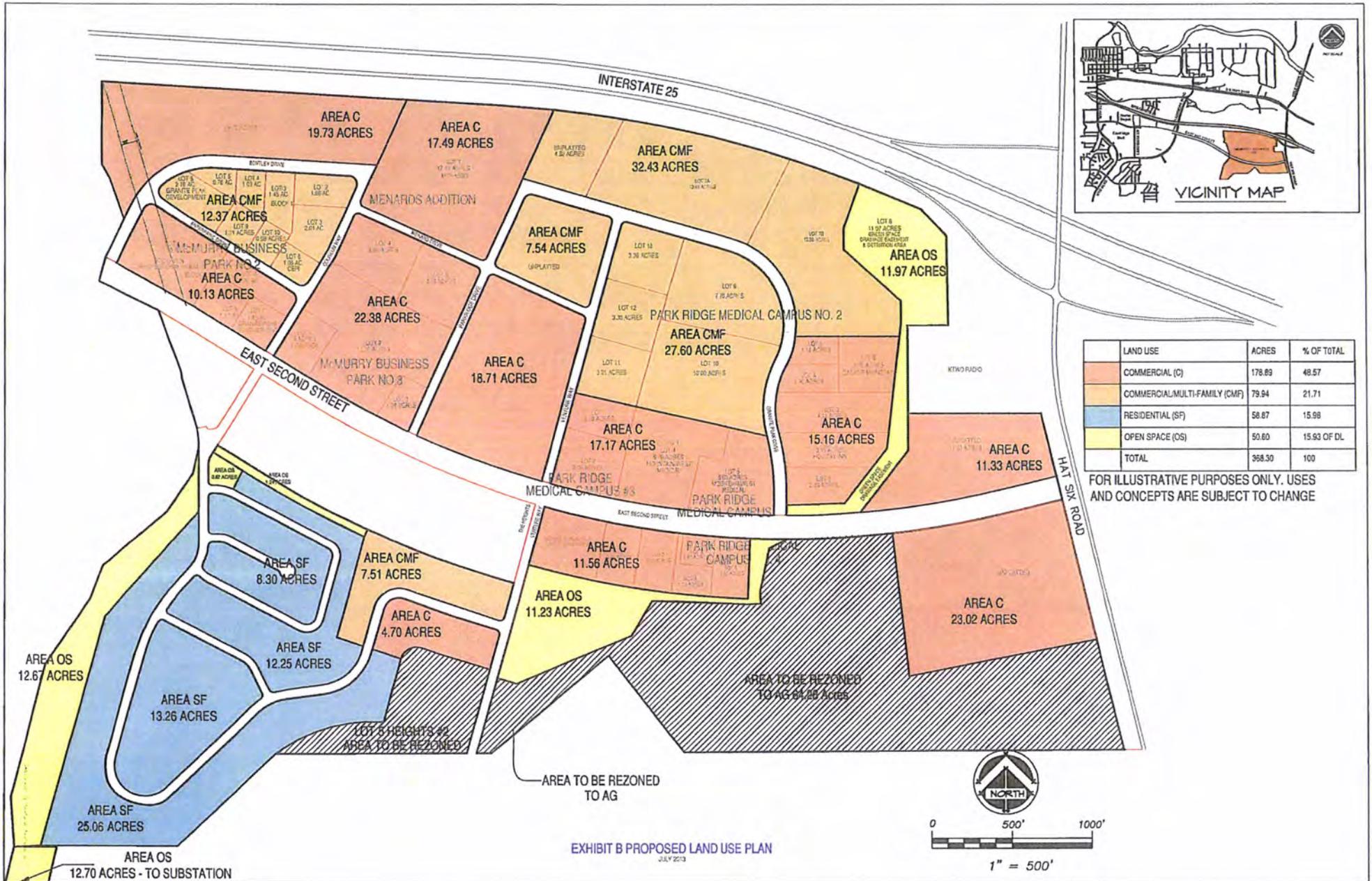


TOTAL BUILDING FOOTPRINTS = 537,000 SF  
 BUILDING FOOTPRINTS ARE NOT "LOT SPECIFIC" AND BUILDINGS CAN BE RELOCATED, COMBINED, ETC. AS LONG AS THE TOTAL SQUARE FOOTAGE IS NOT EXCEEDED.

OCT 23 2014

DATE:	
REVISIONS:	

PROJECT #:	14-05
DATE:	10/22/14
DRAWN BY:	DI



LAND USE	ACRES	% OF TOTAL
COMMERCIAL (C)	178.89	48.57
COMMERCIAL/MULTI-FAMILY (CMF)	79.94	21.71
RESIDENTIAL (SF)	58.87	15.98
OPEN SPACE (OS)	50.60	15.93 OF DL
TOTAL	368.30	100

RESOLUTION NO. 14-294

A RESOLUTION APPROVING THE SUB-AREA PLAN FOR PORTIONS OF PARK RIDGE MEDICAL CAMPUS ADDITIONS NO. 1, NO. 2 AND NO. 3

WHEREAS, Granite Peak Development, LLC has applied for Sub-Area Plan approval for portions of Park Ridge Medical Campus Additions No. 1, No. 2 and No. 3, all located within the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, the Sub-Area Plan proposes approximately 537,000 square feet of commercial development; and,

WHEREAS, the McMurry Business Park PUD (Planned Unit Development) Guidelines, approved by the City Council in July of 2005, and amended in May of 2014, designate the subject properties as being located in Planning Areas "CMF" (Commercial/Multi-Family) and, "C" (Commercial-Retail/Office/Medical/Lodging); and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on October 28, 2014, a motion recommending that the City Council approve said Sub-Area Plan; and,

WHEREAS, the governing body of the City of Casper finds that the above described Sub-Area Plan should be approved.

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

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Sub-Area Plan Agreement between the City and Granite Peak Development, LLC.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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V. H. McDonald  
City Clerk

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Paul L. Meyer  
Mayor

December 2, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Doug Follick, Leisure Services Director  
Jason Knopp, P.E., City Engineer  
Andrew Colling, Engineering Technician

SUBJECT: Agreement with GSG Architecture for the Recreation Center Facility Upgrades Project

Recommendation:

That Council, by resolution, authorize a contract for professional services with GSG Architecture for design and construction administration services related to the Recreation Center Facility Upgrades Project No. 14-51, in the amount of \$139,340.

Summary:

The Casper Recreation Center applied for and received a County Wide Consensus Grant in the amount of \$1.4 million for improvements to the facility including weight room conversions, locker room upgrades, meeting room and craft room improvements. These improvements are required to be bid out in accordance with Wyoming State Statutes.

Under the terms of this agreement, GSG Architecture will provide the architectural and engineering services for the Casper Recreation Center Facility Upgrades. The services include design, contract documents, bidding services, and construction administration.

Funding for the project will be from a County Wide Consensus Grant from the Wyoming State Lands and Investment Board.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 2<sup>nd</sup> day of December, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City” or “Owner”).
2. GSG Architecture, 606 South David Street, Casper Wyoming, 82601 (“Consultant”).

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

### RECITALS

A. The City is undertaking facility upgrades and modifications at the Casper Recreation Center.

B. The project requires professional architectural services.

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

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

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

1. SCOPE OF SERVICES:

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

A. Program Development

1. The Consultant shall provide architectural plans and specifications to remodel portions of the Casper Recreation Center. The City of Casper desires to make the following changes:
  - a. Repurposing the 4 racquetball courts into one 1600 square foot cardio-fitness room and one 1600 square foot weight room. Improvements will include better ventilation, lighting, ceiling, acoustics, flooring and ADA compliant accessibility. Walls will be removed and/or modified to improve the space.

- b. The existing weight room will be converted to an indoor play area for toddlers and will include new lighting, access, ventilation, flooring and acoustics.
  - c. Remodeling/reconfiguring the existing craft rooms with new flooring, cabinetry, ADA accessibility, and a new movable divider.
  - d. Remodeling the existing meeting room with new flooring and cabinetry, ADA accessibility and adding windows.
  - e. Replacing the lobby cabinetry.
  - f. Replacing the tile flooring in the men's and women's locker rooms.
  - g. Replacing the east entry door with an automated glass door to match main entrance doors.
2. The Consultant shall meet with the City as necessary during the preliminary design. The purposes of the meetings are to discuss the status of the project, budget and to review and approve design concepts on the construction drawings and specifications.

#### B. Schematic Design and Design Development

1. Based on the approved design concept, the Consultant shall prepare a schematic design, incorporating the total building elements of the structure, and mechanical/electrical systems. The final version of the schematic design shall include color rendered copies of the floor plans and elevations.
2. The Consultant shall develop and provide detailed construction drawings covering floor plan and section details, structural details and other details covering room finish schedules, door and frame details, building elevations; foundation and floor framing plans; roof framing and detail plans; schematic drawings and detail sheets associated with electrical, mechanical, air conditioning, gas, water, sewer, and other drawings as necessary to provide complete construction documents.
3. The Consultant shall prepare a set of contract documents in order to publicly advertise and let bids for construction of the Project. Contract documents shall consist of bidding specifications, technical specifications, and construction drawings.
4. All final construction drawings shall be plotted on reproducible bond paper, 24" x 36" in size.
5. Consultant shall provide the City four (4) copies of the preliminary construction drawings and project manuals for review.

6. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the City's CAD system. Final bid documents shall be provided to the City in AutoCAD and PDF format.

7. The Consultant shall prepare a project cost estimate when construction documents are at approximately fifty percent (50%) complete, and two (2) weeks prior to public advertisement.

8. The Consultant shall meet with representatives of the City when construction drawings and technical specifications are approximately fifty percent (50%) complete and two (2) weeks prior to public advertisement to review and approve of design concepts.

C. Sub-Consultants

1. The Consultant shall be responsible, at its sole cost and expense, to procure any necessary sub-consultant to complete the work, including, but not limited to, structural, mechanical, electrical, heating, ventilation, and air conditioning.

2. The City and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.

3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

D. Project Manual

1. The Consultant shall prepare Technical Specifications covering the required work for the improvements.

2. The Consultant shall prepare a bid schedule to accompany the City's Bid Form.

3. The Consultant shall edit "front-end" documents of project manual supplied by the City Engineering Office. Documents supplied will consist of the AIA General Conditions and contract documents; Advertisement for Bids; Instructions to Bidders; Bid Form; Performance and Payment Bond forms; Bid Bond Form; Form of Agreement between City and Contractor and, Supplementary Conditions. The Consultant shall review these documents, insert modifications where appropriate, and return them for review.

E. Bidding Services

1. The Consultant shall provide a list of qualified bidders and assist with solicitation to bidders.

2. The Consultant shall provide final drawings and specifications to contractors who

request sets. The cost of reproduction of the sets of drawing and specification shall be borne by the Consultant.

3. The Consultant shall assist and be present at a pre-bid meeting to answer Contractor questions, and review the limitations and extent of work required by the construction documents.
4. The Consultant shall prepare addenda to the bid documents, as required.
5. The Consultant shall assist in the evaluation of bids and award of the contract to the successful bidder.

F. Contract Administration and Observations

1. The Consultant shall conduct a pre-construction meeting with the Contractor at the jobsite to review each work item, construction quality control, and phasing of the repair work.
2. The Consultant shall review shop drawings and material sample submittals for conformance with the intent of the design documents.
3. The Consultant shall make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the contractor's work.
4. The Consultant shall attend progress meetings.
5. The Consultant shall issue interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen conditions.
6. The Consultant shall review contractor pay requests and advise City accordingly.
7. The Consultant shall prepare a punchlist near project completion and conduct a final project review of punchlist items addressed by the contractor.
8. The Consultant shall maintain a regularly updated set of "as-built" record documents. Consultant shall submit record documents to City within thirty (30) days after Substantial Completion in the form of one (1) reproducible set of Record Drawings on bond paper and in AutoCAD and PDF format on one set of compact disks labeled as "RECORD DRAWINGS – CASPER RECREATION CENTER FACILITY UPGRADES". All submittals shall be dated.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before July 31, 2015.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the attached Exhibit A, not to exceed a ceiling amount of One Hundred Thirty-Nine Thousand Three Hundred Forty Dollars (\$139,340). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

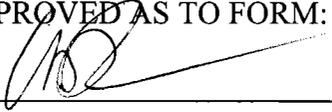
This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized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

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

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

*“Intentionally Left Blank”*

APPROVED AS TO FORM:



ATTEST:

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

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

ATTEST:

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

V.H. McDonald

Title: City Clerk

CONSULTANT:

GSG Architecture  
606 South David Street  
Casper, Wyoming 82601

By:  11.20.14

Title: PRINCIPAL

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

Paul L. Meyer

Title: Mayor

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

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

10. SUB CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

# Casper Recreation Center Facility Upgrades

October 10, 2014

GSGarchitecture

## EXPLANATION OF FEES

The fee structure below was derived in response to our best understanding of the project to date and we welcome the opportunity to discuss adjustments to both fee and scope so as to provide the best value to the project and the City of Casper.

Per the requirements of the RFP we have divided the proposal into not to exceed fees for Phase I and Phase II.

Phase I shall include Scoping, Schematic Design, Design Development, Construction Document preparation, and Bidding Services (which shall include reproduction and distribution of up to 30 sets of construction documents).

Phase II shall include Contract Administration Services.

### Not to Exceed Fee Proposal:

<b>Phase I</b>	<b>\$ 105,150</b>
<b>Phase II</b>	<b>\$ 34,190</b>
<b>Grand Total</b>	<b>\$ 139,340</b>

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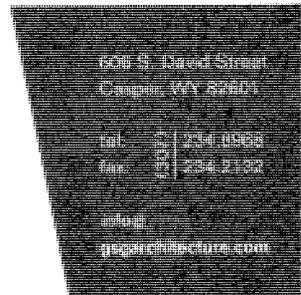
### General Exclusions (All Phases):

- Hazardous material investigations or abatements
- Structural Testing of existing elements
- Geotechnical Investigations
- Reproduction of documents for public distribution beyond the 30 copies noted above.

Please be advised that these services can be provided at an additional negotiated fee.

### Expenses

Anticipated and ordinary expenses are included in the proposal. Any additional or unforeseen expenses for materials or services expended at the Owners request will be billed at direct invoice value for these items without markup.



James Holloway, AIA, LEED AP  
Principal in Charge

RESOLUTION NO. 14-295

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GSG ARCHITECTURE FOR THE RECREATION CENTER FACILITIES UPGRADE PROJECT.

WHEREAS, the City of Casper desires to secure a consulting architectural firm to provide architectural services for the facility improvements at the Casper Recreation Center; and,

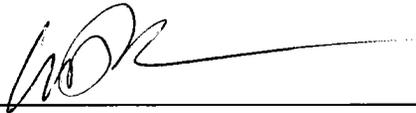
WHEREAS, GSG Architecture, is ready, willing and able to provide these professional services.

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

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the contract, for a total amount not to exceed One Hundred Thirty-Nine Thousand Three Hundred Forty Dollars (\$139,340).

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

APPROVED AS TO FORM:



---

ATTEST:

---

V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Paul L. Meyer  
Mayor

December 2, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with The Slide Experts for the Aquatic Center Slide Resurfacing Project

Recommendation:

That Council, by resolution, authorize an agreement with The Slide Experts, for the Aquatic Center Slide Resurfacing Project No. 14-43, in the amount of \$37,000.

Summary:

Quotes were solicited from contractors to resurface the slides at the Casper Aquatic Center. The quotes received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>QUOTE</u>
<b>The Slide Experts</b>	<b>Parker, Colorado</b>	<b>\$47,500</b>
Budget Contracting & Coatings	Denver, Colorado	\$48,795
Mile High Finishes	Denver, Colorado	\$53,650

Work for this project will include removal of the existing coating and resurfacing the slide surfaces with gel-coat. The scope of work was altered and the cost reduced to \$37,000 by eliminating the coating work associated with the slide towers. Work is scheduled to be completed by June 13, 2015.

Funding for the project will be from FY15 1%#14 funds budgeted for Aquatic Center Improvements.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 2<sup>nd</sup> day of December, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. The Slide Experts, 5326 Citation Circle, Parker, Colorado 80134 (“Contractor”).

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

#### RECITALS

- A. The City is undertaking renovation of the water slides at the Casper Aquatic Center.
- B. The project requires professional services for gel-coating and painting the slides.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to the 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:

The Consultant shall perform the services as detailed in their proposal attached as Exhibit ‘A’, excluding painting the waterslide tower.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 13<sup>th</sup> day of June, 2015.

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 Thirty-Seven Thousand Dollars and 00/100 (\$37,000.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

**ATTEST**

**CITY OF CASPER, WYOMING**  
A Municipal Corporation

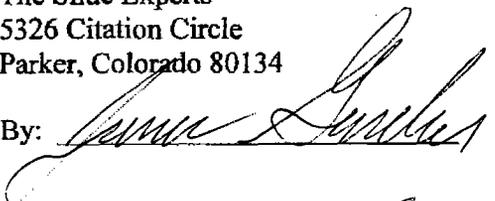
\_\_\_\_\_  
V.H. McDonald  
Clerk

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

**WITNESS**

**CONTRACTOR**  
The Slide Experts  
5326 Citation Circle  
Parker, Colorado 80134

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

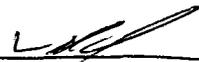
By: 

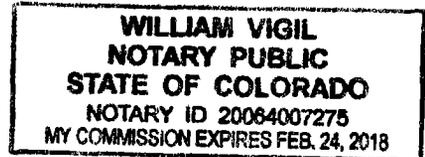
Printed Name: \_\_\_\_\_

Printed Name: James Gardiner

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

Title: owner

Notary: 



## **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.



## Proposal with Terms and Conditions

October 9, 2014

Kristin Harns  
Recreation Supervisor  
Casper Family Aquatic Center  
1801 East 4th St  
Casper, WY 82601  
307-235-8394

Kristin,

Thank you for the opportunity to present our renovation proposal. The Slide Experts looks forward to working with City of Casper to determine your park's current and future needs and to demonstrate our excellent services.

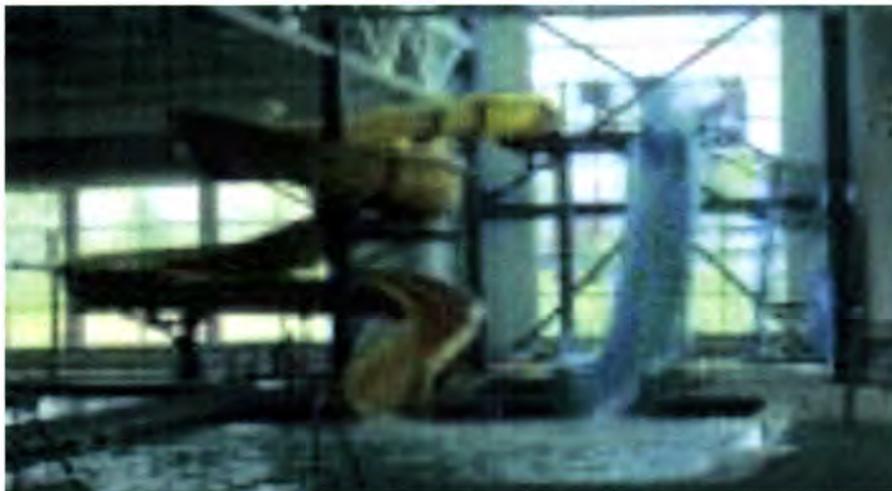
The Slide Experts is the expert in the Waterpark Industry to restore and maintain Water Slides, Structures and Pools. The Owners, with over 24 years of experience in the Service and Restoration Industry, will be on site to execute this project. Our web site explains everything we do [www.theslideexperts.com](http://www.theslideexperts.com)

### Objective:

The Slide Experts objective is to Clean, Repair, Sand, Caulk, Paint and Gel Coat your (2) Waterslides and Paint (1) Waterslide Tower, bringing you're surfaces back to a quality finish. Below we will show Pictures, Scope of Work, Time Frame, Cost and Terms and Conditions to complete this Project.

### Pictures:

Gel Coat Interior and Paint Exterior of (2) Waterslides and Paint (1) Waterslide Tower.



## Scope of Work:

- Power wash, repair, sand, caulk and gel coat interior of (2) waterslides. Prep work is the key to a perfect gel coating and painting project. Without the proper prep your waterslides will have a good chance for failure. This complete process is a science and you need The Slide Experts with the experience, success and detail to have your waterslides refurbished to a factory new look.
- Clean and paint exterior of (2) waterslides.
- Clean and paint (1) waterslide tower.
- Apply 20 plus mils of gel coat to interior riding surfaces on your waterslides. It takes experience to perfect and get the right mixture of gel coat, catalyst and air. Mike Bencivenga knows this process to guaranty a quality finish that will last for years.
- The Slide Experts will help train maintenance employees to help maintain their waterslides so you can get the full length of life from your waterslides.
- Mike Bencivenga, the owner of The Slide Experts, and our trained technicians will be on site to execute your project from start to finish. Mike Bencivenga is the reason The Slide Experts is the leader in our industry for waterslide restoration. Mike's extensive 24 years of experience sets us apart from the competition with real experience on coatings and paint.
- Sand entire interior surfaces to a 1 mil profile. The key here is experience; waterslides can easily be damaged if not sanded properly.
- Repair minor cracks, chips and damage.
- Grind open tight seams to allow for caulking.
- Caulk seams on waterslides.
- Includes all labor, supervision, equipment and materials.
- Industry standard one year warranty against chipping or flaking, including materials and labor.

## Time Frame:

- 7 working days to complete Restoration Project. (August 18-24, 2014 shut down date.)

## Total Cost for Restoration Project:

- |  |                        |
|--|------------------------|
| ▪ Gel Coat Interior of (2) Open Waterslides.         | Sub Total: \$30,000.00 |
| ▪ Paint Exterior of (2) Open Waterslides.            | Sub Total: \$7,000.00  |
| ▪ Paint (1) Waterslide Tower.                        | Sub Total: \$10,500.00 |
| ▪ Total Cost Gel Coat and Paint Restoration Project: | Total: \$47,500.00     |

## Terms:

- 100% Due upon completion of project with final walk through with client. (Net 30 days or less if possible)

The Slide Experts would like to thank you in advance for this opportunity. We look forward to working with you on this and any future projects. If you should have any questions or need further information, please do not hesitate to call me at 720-940-0106 or email me at [jim@theslideexperts.com](mailto:jim@theslideexperts.com)

Regards,



Jim Gardiner  
Owner/Sales  
720-940-0106  
[www.theslideexperts.com](http://www.theslideexperts.com)

RESOLUTION NO. 14-296

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE SLIDE EXPERTS, FOR THE AQUATIC CENTER SLIDE RESURFACING PROJECT.

WHEREAS, the City of Casper desires to contract for the resurfacing of the slides for the Aquatic Center Slide Resurfacing Project; and,

WHEREAS, The Slide Experts, is ready, willing and able to provide those services specified as the Aquatic Center Slide Resurfacing Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with The Slide Experts, Parker, Colorado, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Thirty-Seven Thousand Dollars and 00/100 (\$37,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

December 2, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services  
East Casper Zone III Project, No. 13-38



Recommendation:

That Council, by resolution, authorize a contract for professional services with Civil Engineering Professionals, Inc. (CEPI), for engineering design services, bidding, and construction administration for the East Casper Zone III Project, No. 13-38, in the amount of \$678,400.

Summary:

The 2006, the City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area.

The proposed improvements for the Zone III Water System includes a new pump station near the existing Manor Heights water storage tanks located at 2288 Kingsbury Drive, a new water storage tank with a reinforced concrete foundation to be located north of Southeast Wyoming Boulevard, and approximately 23,700 linear feet of 16-inch water transmission mains.

The professional service work includes assisting the City in obtaining all easements and right-of-ways as needed for the project by preparing all descriptions and exhibits, all permitting required by Department of Environmental Quality and Wyoming Department of Transportation, full design and evaluation of the system, bidding, and all construction administration.

CEPI demonstrated the highest level of expertise in water system evaluation and infrastructure design and improvements and was selected utilizing the City of Casper's RFP and interview process.

The estimated construction cost for the East Casper Zone III is \$5,500,000.

Funding for this project will be 67% or \$3,685,000 from the Wyoming Water Development Commission (WWDC) and the remaining 33% or \$1,815,000 will be from City of Casper Water Fund Reserves.

A resolution is prepared for Council's consideration.

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

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

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

2. Civil Engineering Professionals, Inc. (CEPI) 6080 Enterprise Drive, Casper, WY, 82609 (“Contractor”).

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

### **RECITALS**

A. The City is undertaking Engineering Services the East Casper Zone III Water System Improvements, Project No. 13-38.

B. The project requires professional services for Engineering Design and Construction Administration.

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: The Scope of Services shall, as a minimum, include the following:

A. **Manor Heights Booster Station**

1. The Consultant shall design a booster pumping station for Manor Heights to be located adjacent to the existing water tanks located at Southeast Wyoming Boulevard and Country Club Road. The pumping facility shall be designed in accordance with Wyoming Department of Environmental Qualities (DEQ) Rules and Regulations and in accordance with all applicable State and Federal regulations.

2. The Consultant shall prepare a technical memorandum (TM) thoroughly defining and analyzing the proposed pump station and all of the associated Zone III improvements. The TM shall include a detailed hydraulics analysis for the proposed pump station under existing and proposed conditions for the 20 and 50 year planning horizons. The TM shall also accurately define a system operating curve for the proposed pump station for the current, 20 and 50 year operation horizons, projected demands in Zone III over the next 50 years and define operational pressures in the Zone and at the pump station. The TM shall provide a proposed building configuration including a floor plan and piping layout and sections. The TM shall also provide proposed operations criteria and operating points for the pump station and the necessary Supervisory Control and Data Acquisition (SCADA) improvements.
3. The Consultant shall investigate and design appropriate surge control devices for the booster station and the proposed transmission line to protect the pump station and distribution system in the event of a sudden pump failure.
4. The Consultant shall include in the construction documents specifications and details for installation of a magnetic flowmeter. The flow meter design shall be consistent with the other magnetic flow meters in the Owner's water system and compatible with the SCADA system.
5. Contract documents shall include provisions for installation of new remote telemetry units (RTU's). The Consultant shall ensure that all equipment installed under this project is compatible and compliant with the existing SCADA system. The Consultant shall design an RTU panel for the new booster station that will be available for manufacture and installation by the Contractor. The Consultant shall also ensure design and specifications includes any the necessary programming changes to the existing SCADA system to ensure that the new booster station is integral to the operation of the complete water system of the Owner and City of Casper (hereinafter referred to as "City"). Design drawings for the RTU shall include detailed wire landing diagrams for all analog and discrete inputs for the booster station.
6. The Consultant shall design all power requirements for the new booster station. The transformer shall be designed to start the pump motors one at a time across the line. The Consultant shall coordinate all work with Rocky Mountain Power and assist the Owner in applying for a new power service at the site to serve the facility. It is anticipated that new power service will be required at the site.

7. The Consultant shall design a building, fence enclosure and all other necessary appurtenances to house the new booster station.
8. The Consultant shall assist owner with easements and right-of-way requirements necessary for the Booster Station and the transmission pipelines (see B. below).
9. Drawings and specifications shall be of such quality and contain sufficient details so that no misunderstanding may reasonably arise as to the extent of the work to be performed, the materials to be used, the equipment to be installed or the quality of the workmanship.

Drawings for the pump station shall include a site plan drawn to a scale of not less than 1" equals 20' and shall contain existing and proposed contours on a one-foot contour interval. The boundaries of the site shall be clearly shown on the site plan and shall be permanently monumented in the field prior to completion of construction.

Drawings for pumping stations shall be drawn on a scale of not less than 1/4" equals 1'0". Drawings required to clarify construction details shall be drawn on an appropriately larger scale.

**B. Water Storage Tank**

1. The Consultant shall use Table 7 of the technical memorandum from CEPI as a basis for design, sizing and capacity.
2. Consultant shall design tank with all necessary sitework and grading, earthwork, foundations, structural fill, tank, yard piping, valves, overflow apparatus, tank coatings, access for maintenance, fencing, SCADA and electrical work, seeding and mulching, and all other appurtenances needed to construct and install a water storage tank complete.

**C. Transmission Pipelines**

1. The Consultant shall design for the installation of new transmission pipelines to provide redundant transmission capacity in Zone III and in the immediate vicinity of the proposed booster station. The new transmission pipeline shall be 16-inch diameter PVC with the necessary valves and fittings to connect the pipeline to the existing transmission and distributions system and provide isolation and redundancy in the system.
2. Consultant shall design the proposed alignment to follow existing and/or proposed transportation pipeline corridors as much as possible. Transmission pipeline to connect East Zone III to West Zone III will

connect the discharge of the proposed Manor Heights Booster Station to the new 16-inch pipeline. The pipeline will be constructed within or adjacent to the Country Club Road right-of-way headed east and divert from Country Club Road. The pipeline shall cross under Southeast Wyoming Boulevard and connect to the proposed storage tank. From the proposed storage tank, the pipeline must cross the existing Conoco Petroleum Pipeline, cross Allendale Boulevard and McKinley Street and then connect to the West Casper Zone III pressure main, east of Casper Mountain Road.

3. The Consultant shall prepare a technical memorandum (TM) defining the proposed alignment and configuration for the transmission pipeline. The TM will address: the needed easements and right-of-way requirements, the necessary valves and fittings, the proposed connection details, and any necessary WYDOT permits.

I. Computer Aided Drafting Format.

1. The Consultant shall prepare final drawings on a computer aided drafting format. Digital format shall be PDF and DXF and be compatible with AUTOCAD Version 2012 release or later.

J. Location, Survey, and Construction Drawings.

1. Plan and profile sheets shall consist of a horizontal scale of not less than 1"=50', and an appropriate vertical scale, indicating all features necessary to construct the improvements.
2. Conduct field surveys to collect topographic data, surface elevations, and utilities information as needed. Consultant shall utilize base mapping from the City's Geographical Information System database for plan sheet preparation.
3. Contact other utilities (i.e. - telephone, power, cable TV, gas, etc.) to obtain location of their utilities within project locations and to coordinate any required adjustments.
4. Plan and plan profile sheets shall contain the following information:
  - a. Plan and profile sheets shall contain sufficient detail and information in order to determine construction cost of the improvement and to construct the improvements.

- b. Consultant's professional engineering stamp in accordance with Wyoming State Statutes.
  - c. All original plan and profile sheets shall be delivered to Owner upon completion of Project.
  - d. Consultant shall provide the City Engineering Office and WWDC a copy of final drawings of the Project in AutoCAD and PDF format labeled as "Final Design Drawings – East Casper Zone 3 Water System Improvements Project."
5. Consultant shall provide the Public Services Department and WWDC three (3) copies of the "draft" construction drawings and project manuals to be reviewed by City and WWDC staff.
  6. The Consultant shall incorporate into the construction drawings a Legend Sheet with symbols and legends. All drawing symbols shall be approved by the Public Services Department and WWDC prior to commencement of work. These symbols, legends, and layer identification symbols shall be incorporated into the drawings.
  7. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.
  8. The Consultant shall meet with representatives from the City Public Services Department and WWDC during the course of preparing drawings and specifications to discuss the status of the project. Meeting dates and times shall be coordinated by Consultant and shall be set with input from the City and WWDC. In addition, the Consultant shall attend any interim special meetings with City staff relating to the performance of this contract. The purpose of the meetings will be to discuss elements of design alternatives, project criteria, project status, and design options. Consultant shall prepare and distribute minutes of all progress meetings.

In addition, the Consultant shall hold progress review meetings at the 10%, 50%, and 90% levels of completion of the project plans, to be held at the Consultants office. Plans that are 50% shall be provided to the City and WWDC one (1) week prior to the 50% progress review meeting. Plans that are 90% shall be provided to the City and WWDC two (2) weeks prior to the 90% progress review meeting. Progress review meetings shall be attended by City and WWDC staff.

9. The Consultant shall prepare and provide the Casper Public Services Department and WWDC for approval, final plans and specifications, incorporating changes requested by the City and WWDC.
10. The Consultant shall provide the Casper Public Services Department four (4) sets and WWDC two (2) sets of final plans and project manuals prior to public advertisement of bids. Prior approval from city and WWDC staff must be received prior to advertisement for bids.
11. Final drawings shall be placed on 11 by 17 inch paper sheets.

K. Project Manual.

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

L. Sub-consultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The Owner and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

M. Advertising and Bidding Phase.

1. The Consultant shall send Advertisement for Bids to contractors on the City's Bidder's List.

Consultant shall prepare Advertisement for Bids in conformance with WWDC Standards and Requirements and the City of Casper Standards and furnish Owner for publication.

2. The Consultant shall send final drawings and project manuals to plan centers located in Casper, Cheyenne, Salt Lake, and Denver.
3. The Consultant shall provide sets of final drawings and specifications to contractors who request sets. All costs of drawing and specification reproduction shall be borne by the Owner.

The price for bid sets shall be established by the Consultant, with the Consultant collecting these fees.

4. The Consultant shall arrange for and conduct a pre bid conference ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them to all parties listed on the plan holders sheet. The Consultant shall invite city and WWDC staff to the meeting.
5. Consultant shall prepare and distribute addenda to all planholders, City of Casper representatives and WWDC, if necessary.
6. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
7. The Consultant shall provide a written opinion to the Casper Public Services Department and WWDC stating their recommendation for awarding the bid.

N. Construction Phase:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and City and act as Owner and City's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner and City may otherwise agree in writing. All of Owner and City's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner and City to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner and City throughout the construction phase as deemed necessary by the Consultant or Owner and City, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, Owner, City, and WWDC staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner, City, and WWDC. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
  - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on

information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner and City informed of the progress of the Work. The RPR and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor and the progression of the Work.

- b. The RPR will be Consultant's agent or employee and under Consultant's supervision.
- c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner and City with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner and City informed of the progress of the Work, and will alert Owner and City to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of material conversations

with the Contractor(s) or other entities on behalf of the Owner and City, a copy of which shall be given to Owner, City, and WWDC no less frequently than one (1) time each week during construction of the Project.

- e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the Owner and City upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
- f. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.

During construction, progress meetings to include Owner and City's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner and City. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor's construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

- g. Consultant shall conduct all erosion control inspections at least once a week and after every rain event. Reports shall be submitted to Owner once a month.
- h. Consultant shall maintain a tabulated "Project Record Folder" containing all executed easement and right-of-way descriptions and exhibits, all executed project notices, final bidding and contract documents, final drawings and specifications, all addenda issued, all executed agreements, all executed applications with application requirements, all executed WWDC required documents, and all Davis Bacon requirements including Davis

Bacon wage requirements job reports, payrolls, interview information and documentation. The folder shall contain this RFP, RFP attachments and corresponding executed Consultant agreement.

5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor, as follows:
  - a. Establish horizontal and vertical control for construction.
  - b. All staking will be done once, and contractor will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner, City, and WWDC.
8. Shop Drawings and Material Submittals. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents and City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the

acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.

12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
  - a. Consultant shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner and City, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor has used the monies paid

on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner and City with written comments.
14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner & City and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph N.12.b (Construction Phase). Consultant shall invite WWDC staff to the walk through.
15. Record Drawings. Consultant shall provide the Owner, City, and WWDC one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultants observations of "as-constructed" Work performed by the Contractor. Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11 by 17 inch record drawings to Owner, City, and WWDC. Consultant shall also provide to Owner, City, and WWDC a copy of record drawings of the Project in AutoCAD and PDF format labeled as "Record Drawings – East Casper Zone 3 Water System Improvements Project".
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner and City in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at

approximately eleven (11) months after the Final Completion date for construction, and follow-up.

17. **Change Orders.** Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner and WWDC for approval.
18. **Limitation of Responsibilities.** Unless otherwise provided in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor, or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs N.1 through N.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 15<sup>th</sup> day of December, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Six Hundred Seventy-Eight Thousand Four Hundred Dollars (\$678,400.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

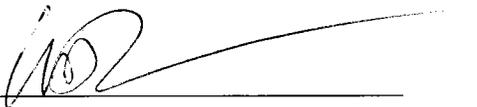
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



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ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V.H. McDonald  
Clerk

---

Paul L. Meyer  
Mayor

WITNESS

CONTRACTOR  
Civil Engineering Professionals, Inc. (CEPI)  
6080 Enterprise Drive  
Casper, WY 82609

By: Sami Herdt

Printed Name: Sami Herdt

Title: Office Manager

By: Robert Bennett

Printed Name: Robert Bennett

Title: V.P.

## **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.



Friday, November 07, 2014

Mr. Alex Sveda  
City of Casper - Public Services Department  
200 N. David  
Casper, Wyoming 82601

RE: Request for Proposals – East Casper Zone III Water System Improvements  
Project

Dear Mr. Sveda:

This letter and the attached detailed cost breakdown serve as our price proposal for the East Casper Zone III Improvements Project. Our fee encompasses the task detailed in the RFP and our proposal; it encompasses the complete design, permitting, and construction administration. Our total proposed project fee is \$678,400.00. Our proposed fee for the design, permitting and bidding services on the project is \$313,770.00; this fee includes all of our sub-consultants including appraisals and easement preparation. Our proposed fee for services during construction is \$364,630.00 (including Automation and Electronics, \$105,000.00) based upon an estimated eight month construction duration with the majority of the construction requiring full time RPR services. We anticipate the construction of the transmission main, pump station, and water storage tank overlapping each other because they will most likely be different workers/subcontractors constructing each element of the project.

If you have any questions regarding our fee proposal, please feel free to contact me. We look forward to the opportunity to interview for this project and further discuss our team and our approach to performing the work.

Sincerely,  
*Civil Engineering Professionals, Inc.*

A handwritten signature in black ink, appearing to read 'Nicholas Larsen', is positioned below the typed name.

Nicholas Larsen, Project Manager

**ENGINEERING FEE  
EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT**

Task No.	Description	Total Hours	Rate	Expenses	Total Cost
1	Coordination and Meetings				
	CEPI				
	Principal	40	\$ 130.00	500	\$ 5,700.00
	Project Manager	40	\$ 110.00	-	\$ 4,400.00
	Design Engineer	20	\$ 95.00	-	\$ 1,900.00
	Survey Manager	20	\$ 95.00	-	\$ 1,900.00
	AutoCAD Technician	-	\$ 75.00	-	\$ -
	Survey Crew	-	\$ 135.00	-	\$ -
	Administrative/Secretarial	-	\$ 50.00	-	\$ -
	Strata			-	\$ -
	Yelton Structural			-	\$ -
	GSG			-	\$ -
	EDA			-	\$ -
	RUSTNOT			-	\$ -
	A&E			-	\$ -
	ZZ Tech			-	\$ -
	<b>Total Task 1</b>				<b>\$ 13,900.00</b>
	2	Survey Site for Topo Information/Base Map			
CEPI					
Principal		5	\$ 130.00	-	\$ 650.00
Project Manager		10	\$ 110.00	-	\$ 1,100.00
Design Engineer		-	\$ 95.00	-	\$ -
Survey Manager		80	\$ 95.00	15,000	\$ 22,600.00
AutoCAD Technician		60	\$ 75.00	1,200	\$ 5,700.00
Survey Crew		80	\$ 135.00	750	\$ 11,550.00
Administrative/Secretarial		-	\$ 50.00	-	\$ -
Strata				-	\$ -
Yelton Structural				-	\$ -
GSG				-	\$ -
EDA				-	\$ -
RUSTNOT				-	\$ -
A&E				-	\$ -
ZZ Tech				-	\$ -
<b>Total Task 2</b>					<b>\$ 41,600.00</b>
3		Geotechnical Investigations			
	CEPI				
	Principal	5	\$ 130.00	-	\$ 650.00
	Project Manager	10	\$ 110.00	-	\$ 1,100.00
	Design Engineer	-	\$ 95.00	-	\$ -
	Survey Manager	2	\$ 95.00	-	\$ 190.00
	AutoCAD Technician	10	\$ 75.00	-	\$ 750.00
	Survey Crew	4	\$ 135.00	-	\$ 540.00
	Administrative/Secretarial	-	\$ 50.00	-	\$ -
	Strata			13,180	\$ 13,180.00
	Yelton Structural			-	\$ -
	GSG			-	\$ -
	EDA			-	\$ -
	RUSTNOT			-	\$ -
	A&E			-	\$ -
	ZZ Tech			-	\$ -
	<b>Total Task 3</b>				<b>\$ 16,410.00</b>

<b>4</b>	<b>Technical Memorandum and Plan Preparation - Manor Heights Booster Station</b>			
	CEPI			
	Principal	75	\$ 130.00	- \$ 9,750.00
	Project Manager	160	\$ 110.00	800 \$ 18,400.00
	Design Engineer	-	\$ 95.00	- \$ -
	Survey Manager	20	\$ 95.00	- \$ 1,900.00
	AutoCAD Technician	160	\$ 75.00	3,200 \$ 15,200.00
	Survey Crew	20	\$ 135.00	250 \$ 2,950.00
	Administrative/Secretarial	1	\$ 50.00	250 \$ 300.00
	Strata			- \$ -
	Yelton Structural			1,750 \$ 1,750.00
	GSG			14,000 \$ 14,000.00
	EDA			11,000 \$ 11,000.00
	RUSTNOT			2,000 \$ 2,000.00
	A&E			- \$ -
	ZZ Tech			2,500 \$ 2,500.00
	<b>Total Task 4</b>			<b>\$ 79,750.00</b>
<b>5</b>	<b>Technical Memorandum and Plan Preparation - Water Storage Tank</b>			
	CEPI			
	Principal	75	\$ 130.00	- \$ 9,750.00
	Project Manager	80	\$ 110.00	400 \$ 9,200.00
	Design Engineer	60	\$ 95.00	- \$ 5,700.00
	Survey Manager	20	\$ 95.00	- \$ 1,900.00
	AutoCAD Technician	100	\$ 75.00	2,000 \$ 9,500.00
	Survey Crew	20	\$ 135.00	250 \$ 2,950.00
	Administrative/Secretarial	1	\$ 50.00	250 \$ 300.00
	Strata			- \$ -
	Yelton Structural			1,750 \$ 1,750.00
	GSG			- \$ -
	EDA			6,500 \$ 6,500.00
	RUSTNOT			5,000 \$ 5,000.00
	A&E			- \$ -
	ZZ Tech			- \$ -
	<b>Total Task 5</b>			<b>\$ 52,550.00</b>
<b>6</b>	<b>Technical Memorandum and Plan Preparation - Transmission Pipelines</b>			
	CEPI			
	Principal	75	\$ 130.00	- \$ 9,750.00
	Project Manager	100	\$ 110.00	500 \$ 11,500.00
	Design Engineer	60	\$ 95.00	- \$ 5,700.00
	Survey Manager	100	\$ 95.00	- \$ 9,500.00
	AutoCAD Technician	320	\$ 75.00	6,400 \$ 30,400.00
	Survey Crew	40	\$ 135.00	500 \$ 5,900.00
	Administrative/Secretarial	1	\$ 50.00	250 \$ 300.00
	Strata			- \$ -
	Yelton Structural			- \$ -
	GSG			- \$ -
	EDA			- \$ -
	RUSTNOT			- \$ -
	A&E			- \$ -
	ZZ Tech			- \$ -
	<b>Total Task 6</b>			<b>\$ 73,050.00</b>

7	<b>Cost Estimates</b>				
		CEPI			
	Principal	6	\$ 130.00	-	\$ 780.00
	Project Manager	20	\$ 110.00	-	\$ 2,200.00
	Design Engineer	40	\$ 95.00	-	\$ 3,800.00
	Survey Manager	-	\$ 95.00	-	\$ -
	AutoCAD Technician	-	\$ 75.00	-	\$ -
	Survey Crew	-	\$ 135.00	-	\$ -
	Administrative/Secretarial	-	\$ 50.00	-	\$ -
		Strata			- \$ -
		Yelton Structural			- \$ -
		GSG			- \$ -
		EDA			- \$ -
		RUSTNOT			- \$ -
		A&E			- \$ -
		ZZ Tech			- \$ -
		<b>Total Task 7</b>			<b>\$ 6,780.00</b>
8	<b>Submittal to DEQ</b>				
		CEPI			
	Principal	20	\$ 130.00	-	\$ 2,600.00
	Project Manager	100	\$ 110.00	-	\$ 11,000.00
	Design Engineer	-	\$ 95.00	-	\$ -
	Survey Manager	-	\$ 95.00	-	\$ -
	AutoCAD Technician	40	\$ 75.00	800	\$ 3,800.00
	Survey Crew	4	\$ 135.00	100	\$ 640.00
	Administrative/Secretarial	1	\$ 50.00	250	\$ 300.00
		Strata			- \$ -
		Yelton Structural			- \$ -
		GSG			- \$ -
		EDA			- \$ -
		RUSTNOT			- \$ -
		A&E			- \$ -
		ZZ Tech			- \$ -
		<b>Total Task 8</b>			<b>\$ 18,340.00</b>
9	<b>Bidding Phase</b>				
		CEPI			
	Principal	10	\$ 130.00	-	\$ 1,300.00
	Project Manager	40	\$ 110.00	-	\$ 4,400.00
	Design Engineer	20	\$ 95.00	-	\$ 1,900.00
	Survey Manager	-	\$ 95.00	-	\$ -
	AutoCAD Technician	20	\$ 75.00	400	\$ 1,900.00
	Survey Crew	4	\$ 135.00	100	\$ 640.00
	Administrative/Secretarial	10	\$ 50.00	750	\$ 1,250.00
		Strata			- \$ -
		Yelton Structural			- \$ -
		GSG			- \$ -
		EDA			- \$ -
		RUSTNOT			- \$ -
		A&E			- \$ -
		ZZ Tech			- \$ -
		<b>Total Task 9</b>			<b>\$ 11,390.00</b>



REQUEST FOR PROPOSALS  
ENGINEERING SERVICES FOR  
EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS  
FOR CITY OF CASPER PUBLIC SERVICES DEPARTMENT  
CITY ENGINEERING DIVISION

Date: September 27, 2014

Fee proposals are being requested from qualified engineering consultants to furnish design and construction administration services for the East Casper Zone III Water System Improvements.

**Such proposals will be received by the City of Casper Public Services Department, City Engineering Division, 200 North David, Casper, Wyoming, until 5:00 p.m., Local time, October 16, 2014.**

PROJECT DESCRIPTION.

The 2006 City of Casper Water System Master Plan Level I Study (CMP) recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area.

The proposed improvements for the Zone III Water System are a new pump station near the existing Manor Heights water storage tanks located at 2288 Kingsbury Drive, a new water storage tank with a reinforced concrete foundation to be located north of Southeast Wyoming Boulevard, approximately 23,700 linear feet of 16-inch water transmission main (10,800 feet to connect the proposed pump station and 12,900 feet to interconnect the new East Casper water storage tank to the West Casper Zone III pressure main, east of Casper Mountain Road), and all appurtenances necessary for proper function and installation of the work. See Exhibit 'A.'

The work includes assisting the city in obtaining all easements and right-of-ways as needed for the project by preparing all descriptions and exhibits, all permitting required by Department of Environmental Quality, by Wyoming Department of Transportation (WYDOT) and other necessary state and federal entities, design, bidding, and construction administration.

FUNDING

The recommended cost for all work included in this Request for Proposals and all construction for this project is \$5,500,000. A grant application was submitted to the Wyoming Water Development Commission (WWDC) to help fund the project. WWDC has appropriated sixty-seven percent (67% or \$3,685,000) of the project costs with the remaining thirty-three percent

(33% or \$1,815,000) to be funded by the City of Casper from Water Reserves. This funding is to cover all work for needed easements and right-of-way requirements, all permitting required by Department of Environmental Quality, WYDOT and other necessary entities, design, bidding, and construction administration.

### SCOPE OF SERVICES

The Scope of Services shall, as a minimum, include the following:

A. Manor Heights Booster Station

1. The Consultant shall design a booster pumping station for Manor Heights to be located adjacent to the existing water tanks located at Southeast Wyoming Boulevard and Country Club Road. The pumping facility shall be designed in accordance with Wyoming Department of Environmental Qualities (DEQ) Rules and Regulations and in accordance with all applicable State and Federal regulations.
2. The Consultant shall prepare a technical memorandum (TM) thoroughly defining and analyzing the proposed pump station and all of the associated Zone III improvements. The TM shall include a detailed hydraulics analysis for the proposed pump station under existing and proposed conditions for the 20 and 50 year planning horizons. The TM shall also accurately define a system operating curve for the proposed pump station for the current, 20 and 50 year operation horizons, projected demands in Zone III over the next 50 years and define operational pressures in the Zone and at the pump station. The TM shall provide a proposed building configuration including a floor plan and piping layout and sections. The TM shall also provide proposed operations criteria and operating points for the pump station and the necessary Supervisory Control and Data Acquisition (SCADA) improvements.
3. The Consultant shall investigate and design appropriate surge control devices for the booster station and the proposed transmission line to protect the pump station and distribution system in the event of a sudden pump failure.
4. The Consultant shall include in the construction documents specifications and details for installation of a magnetic flowmeter. The flow meter design shall be consistent with the other magnetic flow meters in the Owner's water system and compatible with the SCADA system.
5. Contract documents shall include provisions for installation of new remote

telemetry units (RTU's). The Consultant shall ensure that all equipment installed under this project is compatible and compliant with the existing SCADA system. The Consultant shall design an RTU panel for the new booster station that will be available for manufacture and installation by the Contractor. The Consultant shall also ensure design and specifications includes any the necessary programming changes to the existing SCADA system to ensure that the new booster station is integral to the operation of the complete Owner and City of Casper (hereinafter referred to as "City") water system. Design drawings for the RTU shall include detailed wire landing diagrams for all analog and discrete inputs for the booster station.

6. The Consultant shall design all power requirements for the new booster station. The transformer shall be designed to start the pump motors one at a time across the line. The Consultant shall coordinate all work with Rocky Mountain Power and assist the Owner in applying for a new power service at the site to serve the facility. It is anticipated that new power service will be required at the site.
7. The Consultant shall design a building, fence enclosure and all other necessary appurtenances to house the new booster station.
8. The Consultant shall assist owner with easements and right-of-way requirements necessary for the Booster Station and the transmission pipelines (see B. below).
9. Drawings and specifications shall be of such quality and contain sufficient details so that no misunderstanding may reasonably arise as to the extent of the work to be performed, the materials to be used, the equipment to be installed or the quality of the workmanship.

Drawings for the pump station shall include a site plan drawn to a scale of not less than 1" equals 20' and shall contain existing and proposed contours on a one-foot contour interval. The boundaries of the site shall be clearly shown on the site plan and shall be permanently monumented in the field prior to completion of construction.

Drawings for pumping stations shall be drawn on a scale of not less than 1/4" equals 1'0". Drawings required to clarify construction details shall be drawn on an appropriately larger scale.

## B. Water Storage Tank

1. The Consultant shall use Table 7 of the technical memorandum from CEPI as

a basis for design, sizing and capacity.

2. Consultant shall design tank with all necessary sitework and grading, earthwork, foundations, structural fill, tank, yard piping, valves, overflow apparatus, tank coatings, access for maintenance, fencing, SCADA and electrical work, seeding and mulching, and all other appurtenances needed to construct and install a water storage tank complete.

C. Transmission Pipelines

1. The Consultant shall design for the installation of new transmission pipelines to provide redundant transmission capacity in Zone III and in the immediate vicinity of the proposed booster station. The new transmission pipeline shall be 16-inch diameter PVC with the necessary valves and fittings to connect the pipeline to the existing transmission and distributions system and provide isolation and redundancy in the system.
2. Consultant shall design the proposed alignment to follow existing and/or proposed transportation pipeline corridors as much as possible. Transmission pipeline to connect East Zone III to West Zone III will connect the discharge of the proposed Manor Heights Booster Station to the new 16-inch pipeline. The pipeline will be constructed within or adjacent to the Country Club Road right-of-way headed east and divert from Country Club Road. The pipeline shall cross under Southeast Wyoming Boulevard and connect to the proposed storage tank. From the proposed storage tank, the pipeline must cross the existing Conoco Petroleum Pipeline, cross Allendale Boulevard and McKinley Street and then connect to the West Casper Zone III pressure main, east of Casper Mountain Road.
3. The Consultant shall prepare a technical memorandum (TM) defining the proposed alignment and configuration for the transmission pipeline. The TM will address: the needed easements and right-of-way requirements, the necessary valves and fittings, the proposed connection details, and any necessary WYDOT permits.

I. Computer-Aided Drafting Format.

1. The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be PDF and DXF and be compatible with AUTOCAD Version 2012 release or later.

J. Location, Survey, and Construction Drawings.

1. Plan and profile sheets shall consist of a horizontal scale of not less than 1"=50', and an appropriate vertical scale, indicating all features necessary to construct the improvements.
2. Conduct field surveys to collect topographic data, surface elevations, and utilities information as needed. Consultant shall utilize base mapping from the City's Geographical Information System database for plan sheet preparation.
3. Contact other utilities (i.e. - telephone, power, cable TV, gas, etc.) to obtain location of their utilities within project locations and to coordinate any required adjustments.
4. Plan and plan profile sheets shall contain the following information:
  - a. Plan and profile sheets shall contain sufficient detail and information in order to determine construction cost of the improvement and to construct the improvements.
  - d. Consultant's professional engineering stamp in accordance with Wyoming State Statutes.
  - e. All original plan and profile sheets shall be delivered to Owner upon completion of Project.
  - f. Consultant shall provide the City Engineering Office and WWDC a copy of final drawings of the Project in AutoCAD and PDF format labeled as "Final Design Drawings – East Casper Zone 3 Water System Improvements Project."
5. Consultant shall provide the Public Services Department and WWDC three (3) copies of the "draft" construction drawings and project manuals to be reviewed by City and WWDC staff.
6. The Consultant shall incorporate into the construction drawings a Legend Sheet with symbols and legends. All drawing symbols shall be approved by the Public Services Department and WWDC prior to commencement of work. These symbols, legends, and layer identification symbols shall be incorporated into the drawings.

7. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.
8. The Consultant shall meet with representatives from the City Public Services Department and WWDC during the course of preparing drawings and specifications to discuss the status of the project. Meeting dates and times shall be coordinated by Consultant and shall be set with input from the City and WWDC. In addition, the Consultant shall attend any interim special meetings with City staff relating to the performance of this contract. The purpose of the meetings will be to discuss elements of design alternatives, project criteria, project status, and design options. Consultant shall prepare and distribute minutes of all progress meetings.

In addition, the Consultant shall hold progress review meetings at the 10%, 50%, and 90% levels of completion of the project plans, to be held at the Consultants office. Plans that are 50% shall be provided to the City and WWDC one (1) week prior to the 50% progress review meeting. Plans that are 90% shall be provided to the City and WWDC two (2) weeks prior to the 90% progress review meeting. Progress review meetings shall be attended by City and WWDC staff.

9. The Consultant shall prepare and provide the Casper Public Services Department and WWDC for approval, final plans and specifications, incorporating changes requested by the City and WWDC.
10. The Consultant shall provide the Casper Public Services Department four (4) sets and WWDC two (2) sets of final plans and project manuals prior to public advertisement of bids. Prior approval from city and WWDC staff must be received prior to advertisement for bids.
11. Final drawings shall be placed on 11 by 17 inch paper sheets.

K. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the East Casper Zone 3 Water System Improvements Project.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version, and the Casper Public Utilities "Water Distribution Facilities Standard Specifications," latest version.

3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual (for City and WWDC review) to include the following:
  - a. Technical Specifications.
  - b. Bid Schedule to accompany the Owner's Bid Form.
  - c. Edit "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of all WWDC required Bidding Documents, Advertisement for Bids, Instructions to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After review by the Owner, Consultant shall incorporate any Owner-comments or modifications into the Project Manual.
5. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

L. Sub-consultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The Owner and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

M. Advertising and Bidding Phase.

1. The Consultant shall send Advertisement for Bids to contractors on the City's Bidder's List.

Consultant shall prepare Advertisement for Bids in conformance with WWDC Standards and Requirements and the City of Casper Standards

and furnish Owner for publication.

2. The Consultant shall send final drawings and project manuals to plan centers located in Casper, Cheyenne, Salt Lake, and Denver.
3. The Consultant shall provide sets of final drawings and specifications to contractors who request sets. All costs of drawing and specification reproduction shall be borne by the Owner.

The price for bid sets shall be established by the Consultant, with the Consultant collecting these fees.

4. The Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them to all parties listed on the plan holders sheet. The Consultant shall invite city and WWDC staff to the meeting.
5. Consultant shall prepare and distribute addenda to all planholders, City of Casper representatives and WWDC, if necessary.
6. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
7. The Consultant shall provide a written opinion to the Casper Public Services Department and WWDC stating their recommendation for awarding the bid.

N. Construction Phase:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and City and act as Owner and City's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner and City may otherwise agree in writing. All of Owner and City's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner and City to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner

and City throughout the construction phase as deemed necessary by the Consultant or Owner and City, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, Owner, City, and WWDC staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner, City, and WWDC. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
  - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner and City informed of the progress of the Work. The RPR and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor and the progression of the Work.
  - b. The RPR will be Consultant's agent or employee and under Consultant's supervision.
  - c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as

an experienced and qualified design professional, to provide Owner and City with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner and City informed of the progress of the Work, and will alert Owner and City to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the Owner and City, a copy of which shall be given to Owner, City, and WWDC no less frequently than one (1) time each week during construction of the Project.

e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the Owner and City upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

f. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.

During construction, progress meetings to include Owner and City's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner and City. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor's construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

- g. Consultant shall conduct all erosion control inspections at least once a week and after every rain event. Reports shall be submitted to Owner once a month.
  - h. Consultant shall maintain a tabulated "Project Record Folder" containing all executed easement and right-of-way descriptions and exhibits, all executed project notices, final bidding and contract documents, final drawings and specifications, all addenda issued, all executed agreements, all executed applications with application requirements, all executed WWDC required documents, and all Davis Bacon requirements including Davis Bacon wage requirements job reports, payrolls, interview information and documentation. The folder shall contain this RFP, RFP attachments and corresponding executed Consultant agreement.
5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor, as follows:
- a. Establish horizontal and vertical control for construction.
  - b. All staking will be done once, and contractor will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner, City, and WWDC.
8. Shop Drawings and Material Submittals. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents and City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
  - a. Consultant shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such

recommendations of payment will constitute a representation to Owner and City, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner and City with written comments.
14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine

if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner & City and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph N.12.b (Construction Phase). Consultant shall invite WWDC staff to the walk through.

15. Record Drawings. Consultant shall provide the Owner, City, and WWDC one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultants observations of "as-constructed" Work performed by the Contractor. Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11 by 17 inch record drawings to Owner, City, and WWDC. Consultant shall also provide to Owner, City, and WWDC a copy of record drawings of the Project in AutoCAD and PDF format labeled as "Record Drawings – East Casper Zone 3 Water System Improvements Project".
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner and City in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner and WWDC for approval.
18. Limitation of Responsibilities. Unless otherwise provided in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor, or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work;

however, nothing contained in paragraphs N.1 through N.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

### ENGINEERING FEE

In submitting a proposal for this project, the consultant shall prepare and enclose **In A Separate Sealed Envelope** a detailed fee schedule with an upset amount for the engineering services as covered by the Scope of Services in this RFP. Selection of a Consultant to provide services for this RFP shall be based on professional qualifications based criteria, and only the fees of the Consultant selected based on qualifications will be opened.

The engineering fee shall be based on estimated project costs, time and material, including hourly rates for technical personnel, and reimbursables, with an upset amount. If at any time during the term of this contract it appears that the upset amount will be exceeded, the Consultant shall immediately notify the Casper Public Services Department staff and provide a complete statement justifying the anticipated change in the contract fee. An amendment authorizing any increased fee can only be approved by the City Council. The amendment must be approved before the commencement of any additional work.

The Consultant shall be responsible and responsive to the City in its requests and requirements within the scope of this proposal, and shall confer with and be guided by the directives of the City through the office of the City Manager or his designated representative.

### TIMETABLE

Following is the tentative timetable for this RFP:

- |    |  |                   |
|----|--|-------------------|
| 1. | Proposals Due  | October 16, 2014  |
| 2. | Consultant's Presentation and Interview                      | October 23, 2014  |
| 3. | Selection of Consultant by Council                           | November 18, 2014 |
| 4. | Completion of Services through Advertising and Bidding Phase | April 15, 2016    |

The submittal of a proposal will be indication that the Consultant has no problem in keeping this schedule.

### MEETINGS

The Consultant shall attend any special meeting with the City Manager or City staff, relating to the performance of this contract, and shall provide the City with monthly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses.

### CONTRACT

The Consultant will be required to sign a contract with the City relating to the work to be performed. Such contract shall include, but not necessarily be limited to, the following articles: method of compensation, time of performance, subcontracts, duties of the consultant, termination of the contract, ownership of material, changes, EEO, ADA, submission of material, and obligations of the City.

### SELECTION.

The selection of the consulting firm will be based upon project team qualifications, team management/organization, ability of firm to recognize design opportunities in the project, demonstrated design experience, willingness to meet time requirements, and community involvement of the firm. A minimum of three (3) firms will be interviewed by the City staff on the basis of the proposal submittals. Upon completion of these interviews, one firm will be selected on the basis of their qualifications.

The procedure for considering the priced proposal will be that a minimum of the top three (3) firms will be chosen based on the above qualifications-based criteria, excluding consideration of the fee proposal. Only the fees of the consultant selected based on qualifications will be opened. In the event the City and the top rated consultant cannot arrive at a mutually negotiated contract and fee, the second rated consultant's fee envelope will be opened and negotiations started for a contract. Price proposals for Consultants not selected shall be returned unopened to the Consultant. No prospective proposer shall withdraw his proposal for a period of sixty (60) days after the deadline for proposal submittals.

In making a proposal, the Consultant hereby certifies that he has reviewed this RFP and is familiar with all conditions contained therein.

City staff will review all proposals. Final selection of the consultant will be made by the City Council.

### GENERAL.

#### A. Additional Information.

In addition to the items addressed in the Scope of Services, the following information relating to the consultant's qualifications is required. The Consultant shall submit five (5)

copies of the non-priced technical proposal.

1. The consulting firm's name, address, and telephone number.
2. Types of services which your firm is qualified to provide.
3. Names of key personnel, the experience of each available for this project.
4. Names and addresses of outside consultants or associates which will be retained for assistance.
5. Number and type of current projects for which the firm is principal engineer.
6. Recent list of completed projects most similar to this project, including key contacts and references, approximate budget, and other pertinent information.

One (1) Engineering Fee proposal with upset amount in a separate sealed envelope shall be submitted with the set of five (5) non-priced technical proposals. The envelope containing the price proposal shall be labeled "East Casper Zone 3 Water System Improvements Project - PRICE PROPOSAL" The price proposal shall be signed by an authorized representative of the Consultant offering the proposal.

B. Addendum or Supplement to Request for Proposal.

In the event that it becomes necessary to revise any of this Request for Proposal (RFP), an Addendum to this RFP will be provided to each Consultant. The City reserves the right to change submission date(s) for any reason, including an Addendum or Supplement to the RFP.

C. Late Proposals.

Late proposals will not be accepted. It is the responsibility of the Consultant to insure that the proposal arrives prior to 5:00 p.m., Local Time, Tuesday, October 16, 2014.

D. Rejection of Proposals.

The City of Casper reserves the right to reject any or all submissions, and to waive informalities and minor irregularities in submissions received, and to accept any portion of a proposal or all items if deemed in the best interest of the City of Casper.

E. Response Material Ownership.

All material submitted regarding this RFP becomes the property of the City of Casper and

will only be returned to the Consultant at the City's option. Responses may be reviewed by any person after the final selection has been made. The City of Casper has the right to use any or all ideas presented in reply to this request. Disqualification of a Consultant does not eliminate this right.

F. Incurring Costs.

The City of Casper is not liable for any costs incurred by the Consultant prior to issuance of an agreement, contract, or purchase order.

G. Acceptance of Proposal Content.

The contents of the proposal of the successful Consultant may become contractual obligations if the City of Casper wishes to execute a contract based on the submitted proposal. Failure of the successful Consultant to accept these obligations in a purchase agreement, purchase order, contract, or similar instrument may result in cancellation of the award, and such Consultant may be removed from future solicitations.

H. Reference Checks.

The City of Casper reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Consultant's performance on previous assignments.



## Technical Memorandum

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Date: August 13, 2013  
To: David Hill and Andrew Beamer, City of Casper  
CC: NA  
From: Nick Larsen, PE *NL*  
Thomas Brauer, PE *TB*  
WO #: 13-33  
Subject: East Casper Zone 3 Water Study

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The 2006 Casper Master Plan Level I Study (CMP) recommended water system improvements for eastern Pressure Zone 3. Currently, Zone 3 provides water service to customers west of Casper Mountain Road. The CMP recommended a new pump station, water storage tank, and a redundant water main to tie the current Zone 3 system to the proposed eastern Zone 3 system. Figure 1 displays the recommended improvements from the CMP for the eastern Zone 3 improvements.

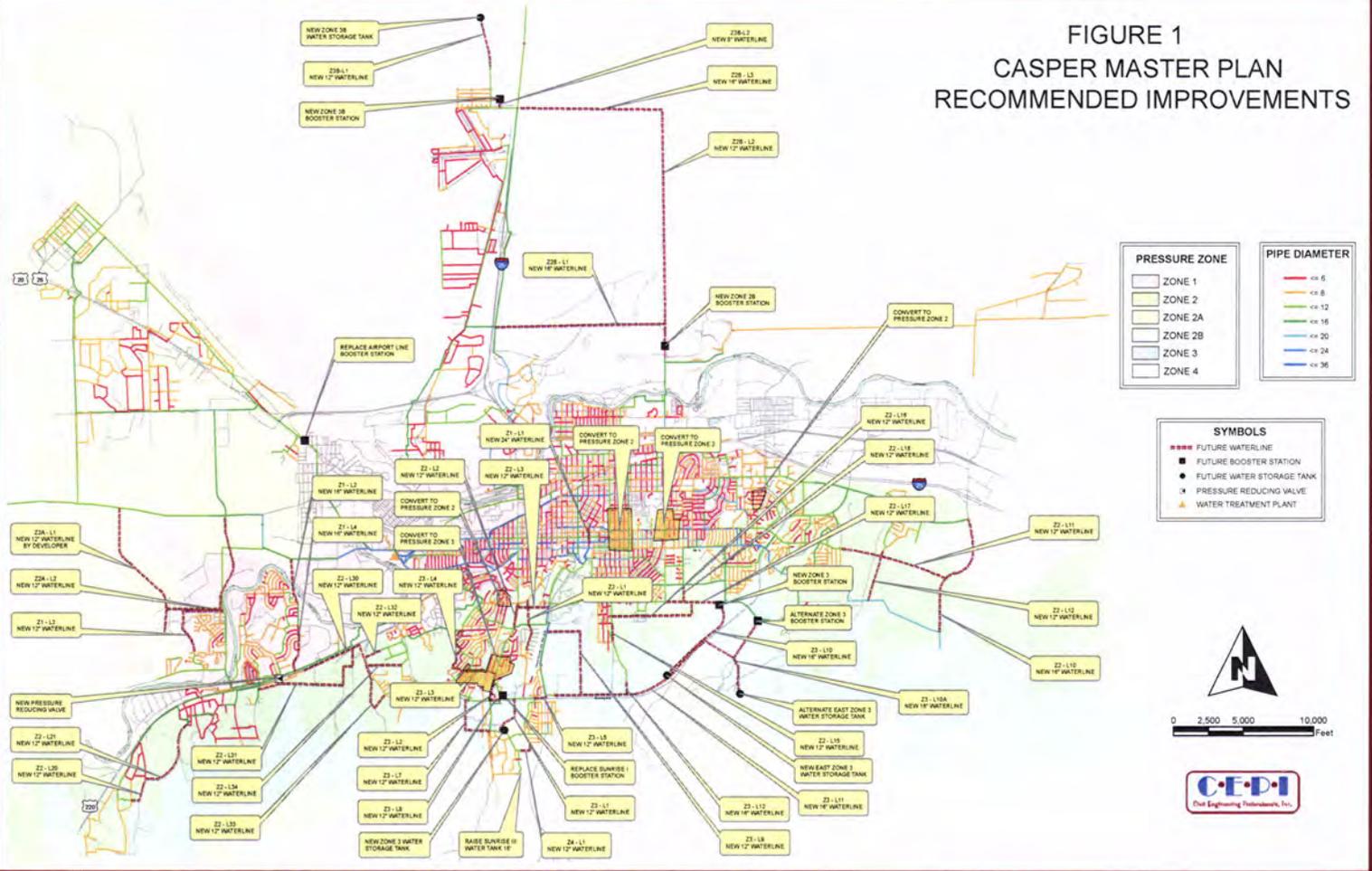
This Technical Memorandum (TM), provides a more detailed analysis of these improvements. This TM provides a conceptual design for the proposed pipeline, assesses future growth and service area development, addresses existing and proposed pump station capacity to serve the area, and evaluates water storage tank capacity needs. This TM also includes a detailed cost estimate for the proposed improvements.

### **Pipeline Alignment**

The proposed transmission pipeline allows water to be pumped from the proposed pump station to the proposed water storage tank and provides the necessary redundancy for the Zone 3 water system which was recommended in the CMP. The pipeline alignment from the CMP is shown in Figure 1 and the revised alignment proposed in this TM is shown in Figure 2. Figure 2 also details the Pressure Zone boundaries, developable land, and undevelopable land. The proposed alignment is a combination of the two options from the CMP.

The proposed pump station has been located near the Manor Heights Tanks. This is the most logical location for the pumps station. The City of Casper owns Manor Heights Tanks and it is anticipated that a portion of the pump station can be constructed inside the Manor Heights Tank property; Zone 3 water can service the surrounding Zone 3 area; and the Manor Heights Tanks will be feeding water directly into the proposed pump station.

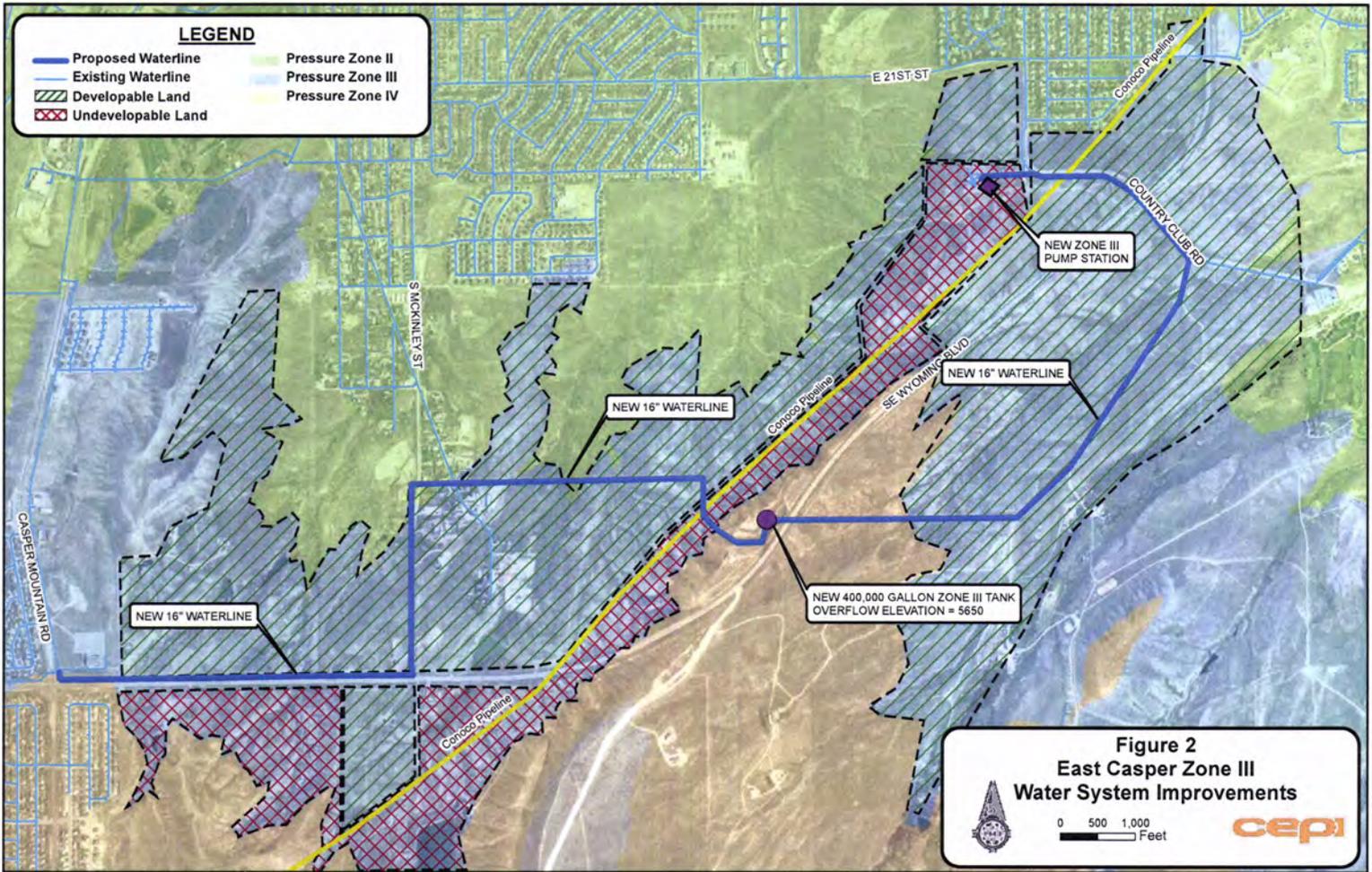
**FIGURE 1  
CASPER MASTER PLAN  
RECOMMENDED IMPROVEMENTS**



PRESSURE ZONE	PIPE DIAMETER
ZONE 1	<= 6
ZONE 2	<= 8
ZONE 2A	<= 12
ZONE 2B	<= 16
ZONE 3	<= 20
ZONE 4	<= 24
	<= 36

SYMBOLS	
	FUTURE WATERLINE
	FUTURE BOOSTER STATION
	FUTURE WATER STORAGE TANK
	PRESSURE REDUCING VALVE
	WATER TREATMENT PLANT





The CMP showed two locations for the proposed water storage tank. The location selected in this TM was the one near Wyoming Blvd. There is a relatively flat pocket area at the correct elevation that would reduce the necessary earthwork and would provide a protected and readily accessible site for the water storage tank. Additionally, this location would more effectively serve the developable land than the other location to the east because it is in a more centrally located in the east Zone 3.

The pipeline routing has been adjusted to better serve the developable land and to provide access to the pipeline for maintenance and service connections. There is a large portion of land along Wyoming Blvd. that is not readily developable because of the extreme terrain as well as the Conoco Petroleum Pipeline. The proposed pipeline alignment follows existing and proposed transportation corridors and is a more logical alignment to serve as the backbone for the eastern Zone 3 water system.

**Growth Rate/Population**

Historically, the City of Casper has grown at 1.0-percent per year, which was utilized for this TM. The latest population estimate for the City of Casper was 57,813 in 2012. Assuming a 1.0-percent per year growth rate, the population over the next 25 years is shown in Table 1.

**Table 1**  
**City of Casper - Population Projections**

<b>Year</b>	<b>1.0% Growth Rate</b>
2012	57,813
2022	63,862
2032	70,543
2037	74,141

Assuming a 1.0-percent annual growth rate the population increases by 16,328 people from 2012 to 2037. Based upon the existing available and developable lands in Casper and the historic development in Casper it is estimated that one third of the growth will occur in Zone 3; given these assumptions, the population of Zone 3 will increase by 5,388 people over the next 25 years. Utilizing the CMP Average Day Demand (ADD) of 299 gallons per minute (gpm) for Zone 3 water demands and 190 gallons per capita per day (gpcd), the 2005 population in Zone 3 was estimated at 2,266 people. Applying a 1.0-percent growth rate per year out to 2013, the current population for Zone 3 is estimated at 2,553 people; and the 25 year (year 2038) population for Zone 3 is estimated at 7,842 people. Table 2 summarizes these calculations.



**Table 2**  
**Pressure Zone 3 – Population Projections**

<b>Year</b>	<b>Population</b>
2005	2,266
2013	2,454
2038	7,842

In order to design the pump station and water storage tank, the population of Pressure Zone 4 will also need to be estimated. Zone 3 supplies water to Zone 4, requiring the proposed pump station and water storage tank to be designed large enough for Zone 4 water demands as well as the Zone 3 water demands. The CMP estimated the 2005 Zone 4 ADD was 221 gpm which is converted into a population estimate of 1,675 people. Applying a 1.0-percent growth rate per year out to 2013, the current population for Zone 4 is estimated at 1,814 people; and the 25 year (year 2038) population for Zone 4 is estimated at 2,326 people, which is summarized in Table 3.

**Table 3**  
**Pressure Zone 4**

<b>Year</b>	<b>Population</b>
2005	1,675
2013	1,814
2038	2,326

**Pump Station Capacity**

Pump station are generally designed to meet the Maximum Day Demands over the next 25 years. The demand peaking factors from the CMP are:

- Maximum Day Demand (MDD) = 2.75 X ADD
- Peak Hour Demand (PHD) = 4 X ADD

Utilizing 190 gpcd, Table 4 summarizes the projected demands for the next 25 years.



**Table 5**  
**Zone 3 and Zone 4 Projected Demands**

<b>Pressure Zone 3</b>			
<b>Year</b>	<b>ADD Demand (gpm)</b>	<b>MDD Demand (gpm)</b>	<b>PHD Demand (gpm)</b>
2005	299	822	1,196
2013	324	891	1,296
2038	1,035	2,845	4,140
<b>Pressure Zone 4</b>			
<b>Year</b>	<b>ADD Demand (gpm)</b>	<b>MDD Demand (gpm)</b>	<b>PHD Demand (gpm)</b>
2005	221	608	884
2013	239	657	956
2038	307	844	1,228
<b>Combined</b>			
<b>Year</b>	<b>ADD Demand (gpm)</b>	<b>MDD Demand (gpm)</b>	<b>PHD Demand (gpm)</b>
2005	520	1,430	2,080
2013	563	1,548	2,252
2038	1,342	3,689	5,366

The pump stations firm pumping capacity is designed to meet the 25 year MDD. The definition of firm pumping capacity is the pumping capacity with the single largest pump out of service. Zone 3 currently has two pump stations:

- Sunrise I Pump Station – 2 pumps; 1,100 gpm each (plumbed for a 3<sup>rd</sup> pump)
- Mountain Road Pump Station – 2 pumps; 520 gpm each (plumbed for a 3<sup>rd</sup> pump)

Table 6 summarizes the recommended pump capacity. The proposed pump station will be named the Country Club Pump Station.

**Table 6**  
**Pressure Zone 3 - Pump Station Capacity**

<b>Pump Station</b>	<b>Capacity</b>	<b>Firm Pumping Capacity</b>	<b>2038 MDD (gpm)</b>
Sunrise I	2 - 1,100	1,900	
Mountain Road	2 - 520	780	
<b>Country Club</b>	<b>2 - 1,300</b>	<b>1,300</b>	
<b>Zone 3 Total</b>		<b>3,980</b>	<b>3,689</b>

The Country Club Pump Station will have 2 – 1,300 gpm pumps and plumbed for a future 3<sup>rd</sup> pump.



## Water Storage Tank Capacity

Water storage Tanks are designed to meet the intermittent daily demands (i.e. diurnal), provide storage for fire protection and finally to provide storage for emergency situations (e.g. power outages). The CMP developed a rationale for evaluating and sizing pumping and storage requirements; that rationale was utilized to determine the capacity of the proposed water storage tank. The Zone 3 water storage tank analysis is summarized in Table 7:

**Table 7**  
**Zone 3 Water Storage Tank Analysis**

	<b>Year</b>	<b>2013</b>	<b>2035</b>
Equalization Storage Required Method 1 (gal)		156,735	500,681
Equalization Storage Required Method 2 (gal)		121,608	289,872
Equalization Storage Required Method 3 (gal)		0	28,800
Emergency Storage Required Method 1 (gal)		0	181,890
Fire Flow Requirement		2000 gpm for 4 hrs	2000 gpm for 4 hrs
Fire Flow Storage Required (gal)		480,000	480,000
<b>Maximum Total Storage Required (gal)</b>		<b>636,735</b>	<b>1,162,571</b>
<b>Minimum Total Storage Required (gal)</b>		<b>480,000</b>	<b>690,690</b>
<b>Average Total Storage Required (gal)</b>		<b>558,368</b>	<b>926,631</b>

Zone 3 currently has two water storage tanks located on the top of the hill near Goodstein Drive. Both water storage tanks have a 400,000 gallon capacity for a total of 800,000 gallons. We are anticipating that the majority of the Zone 3 growth over the next 25 years will be located in the eastern portion of Zone 3; so the recommended water storage tank capacity for the new tank is 400,000 gallons.

The projected total cost for the project is \$5.3 million; a detailed cost estimate is attached. The cost estimate is broken down into four components: pump station, water storage tank, transmission main from the pump station to the water storage tank, and the transmission main connecting the water storage tank to the existing Zone 3 water system.



*East Casper Zone 3 Water System Improvements*

<b>Preparation of Final Design and Specifications</b>					<b>\$381,250.00</b>
<b>Permitting and Mitigation</b>					<b>\$10,000.00</b>
<b>Legal Fees</b>					<b>\$15,000.00</b>
<b>Acquisition of Access and Right-of-way</b>					<b>\$75,000.00</b>
<b>Construction Costs</b>					
<b>Transmission Main - Pump Station to Water Storage Tank</b>					
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>	
Mobilization and Bonds	1	LS	\$25,000.00	\$25,000.00	
16-inch PVC Waterline	10,800	LF	60.00	648,000.00	
16-inch Fittings	10	EA	2,500.00	25,000.00	
16-inch Valves	7	EA	4,000.00	28,000.00	
Fire Hydrant Assembly	7	EA	7,500.00	52,500.00	
Aire Release Valve	2	EA	7,500.00	15,000.00	
Highway Bore	600	LF	300.00	180,000.00	
Connect to Existing Pipelines	1	EA	3,000.00	3,000.00	
Select Backfill	2,300	CY	30.00	69,000.00	
Foundation Material	500	CY	50.00	25,000.00	
Traffic Control	1	LS	10,000.00	10,000.00	
Seeding and Mulching	1	LS	10,000.00	10,000.00	
<b>Subtotal Transmission Pipelines</b>				<b>\$1,090,500.00</b>	
<b>Transmission Main - Water Storage Tank to West Zone 3</b>					
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>	
Mobilization and Bonds	1	LS	\$20,000.00	\$20,000.00	
16-inch PVC Waterline	12,900	LF	60.00	774,000.00	
16-inch Fittings	10	EA	2,500.00	25,000.00	
16-inch Valves	8	EA	4,000.00	32,000.00	
Fire Hydrant Assembly	8	EA	7,500.00	60,000.00	
Aire Release Valve	4	EA	7,500.00	30,000.00	
Connect to Existing Pipelines	2	EA	3,000.00	6,000.00	
Select Backfill	2,700	CY	30.00	81,000.00	
Foundation Material	1,000	CY	50.00	50,000.00	
Asphalt Patching	600	SY	40.00	24,000.00	
Traffic Control	1	LS	15,000.00	15,000.00	
Seeding and Mulching	1	LS	15,000.00	15,000.00	
<b>Subtotal Transmission Pipelines</b>				<b>\$1,132,000.00</b>	
<b>400,000 Gallon Water Storage Tank</b>					
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>	
Mobilization and Bonds	1	LS	\$45,000.00	\$45,000.00	
Earthwork	1	LS	100,000.00	100,000.00	
Yard Piping	1	LS	70,000.00	70,000.00	
Foundation and Structural Fill	1	LS	85,000.00	85,000.00	
400,000 Gallon Water Storage Tank	1	LS	350,000.00	350,000.00	
Coat Water Storage Tank	1	LS	130,000.00	130,000.00	
Fencing	400	LF	30.00	12,000.00	
6" Grading "W" Base Course	300	Ton	40.00	12,000.00	
SCADA and Electrical	1	LS	35,000.00	35,000.00	
Seeding and Mulching	1	LS	2,000.00	2,000.00	
<b>Subtotal 500,000 Gallon Water Storage Tank</b>				<b>\$839,000.00</b>	
<b>Booster Pump Station</b>					
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>	
Mobilization and Bonds	1	LS	\$40,000.00	\$40,000.00	
Sitework	1	LS	20,000.00	20,000.00	
Yard Piping	1	LS	50,000.00	50,000.00	
Fencing	200	LF	30.00	6,000.00	
Pump Station Building	1,200	SF	250.00	300,000.00	
Pump Station Equipment	1	LS	150,000.00	150,000.00	
SCADA and Electrical	1	LS	175,000.00	175,000.00	
6" Grading "W" Base Course	200	Ton	40.00	8,000.00	
Seeding and Mulching	1	LS	2,000.00	2,000.00	
<b>Subtotal Pump Station</b>				<b>\$751,000.00</b>	
<b>Construction Cost Subtotal</b>				<b>\$3,812,500.00</b>	
<b>Engineering Services During Construction (10%) (CA)</b>				<b>\$381,250.00</b>	
<b>Construction Cost and CA</b>				<b>\$4,193,750.00</b>	
<b>Contingency (15%)</b>				<b>\$629,000.00</b>	
<b>Construction Cost Total</b>				<b>\$4,822,750.00</b>	
<b>TOTAL PROJECT COST</b>				<b>\$5,305,000.00</b>	

RESOLUTION NO. 14-298

A RESOLUTION AUTHORIZING A CONTRACT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and construction engineering services for the East Casper Zone III Water System Improvements Project; and,

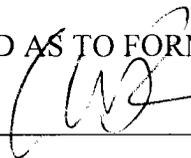
WHEREAS, Civil Engineering Professionals, Inc., is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Civil Engineering Professionals, Inc., in the amount of Six Hundred Seventy-Eight Thousand Four Hundred Dollars (\$678,400.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds throughout the project as prescribed by the agreement, for a total amount not to exceed Six Hundred Seventy-Eight Thousand Four Hundred Dollars (\$678,400.00).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

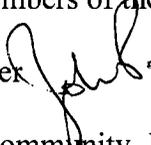
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

November 25, 2014

MEMO TO: His Honor, the Mayor, and Members of the City Council

FROM: John C. Patterson, City Manager 

SUBJECT: Resolution Supporting the Community Health Center of Central Wyoming's (CHCCW) Federal 330 Grant Renewal

Recommendation:

That Council, by resolution, approves support for the Community Health Center of Central Wyoming's (CHCCW) Federal 330 grant renewal.

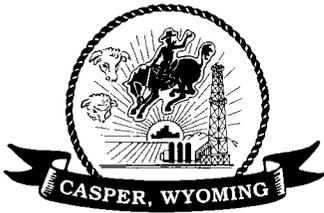
Background:

Daniel Meyers, CEO, and Eric Niemeyer, CFO, of the Community Health Center of Central Wyoming (Center) presented a report to Council at the June 24, 2014, Council Work Session and requested a letter of support which was needed to move forward with the renewal of their three (3) year federal grant for operation of the Center.

The grant represents 25% of the operating budget and is part of a competitive process that occurs every three years. They reviewed the statistics on health care services which are provided by the Center to approximately 25% of the Casper population. Council indicated support for the Center and asked that a sample letter be provided so that they could adopt a resolution supporting the services provided.

The City of Casper supports the Community Health Center of Central Wyoming in their application to renew their Federal 330 grant. A letter of support has been included in the packet for Council's review.

A resolution has been prepared for Council's consideration.



OFFICE OF THE CITY MANAGER

# CITY OF CASPER

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

Daniel Meyers  
Chief Executive Officer  
Community Health Center of  
Central Wyoming  
5000 Blackmore Road  
Casper, WY 82609

Dear Mr. Daniel Meyers:

The purpose of this letter is to offer our full support for the Community Health Center of Central Wyoming's (CHCCW's) Federal 330 grant renewal.

CHCCW is a very important healthcare safety net for Casper City residents as nearly one in four residents are CHCCW patients.

CHCCW's comprehensive healthcare services provide for a healthcare not matched in our city – at least, all in one location. At CHCCW, Casper citizens can receive healthcare services ranging from family medicine to lab and x-ray; from dental to OB/GYN, and from behavioral health to pharmacy.

We are passing a formal resolution showing our earnest support of CHCCW and its mission.

It is very important that CHCCW remain as one of our City's key sources of healthcare, both for the underserved and for the citizen with the power of choice alike. In addition, CHCCW serves as an essential contributor to our City's economy; and without CHCCW's help our economy would lose a vital stimulus.

Again, we want to restate that we unconditionally support the continuation of this vital healthcare leader in our City.

If we can be further help with CHCCW's federal funding renewal please let us know.

Sincerely,

John C. Patterson  
City Manager

**RESOLUTION NO. 14-299**

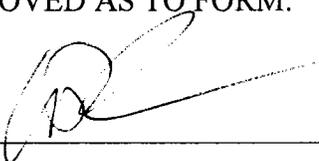
**A RESOLUTION SUPPORTING THE COMMUNITY  
HEALTH CENTER OF CENTRAL WYOMING'S  
(CHCCW) FEDERAL 330 GRANT RENEWAL**

**WHEREAS**, the Community Health Center of Central Wyoming requests a letter of support to continue federal funding in order to provide quality healthcare services to the community of Natrona County and surrounding areas.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Casper offers a letter of support to the Community Health Center of Central Wyoming in their application to renew their Federal 330 grant.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

November 14, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Doug Follick, Leisure Services Director   
SUBJECT: Leisure Services Advisory Board Appointments

Recommendation:

That Council, by minute action, authorize the appointment of Ted Rasmussen and the reappointment of David LaPlante and Dr. James Rupp to the Leisure Services Advisory Board (LSAB).

Summary:

Ted Rasmussen would be appointed to his initial three-year term expiring December 31, 2017. Dr. Rupp would be appointed to his second three-year term expiring December 31, 2017.

David LaPlante was initially appointed to an unexpired term in September of 2013. This appointment would be to his initial three-year term expiring December 31, 2017.

I have spoken with Mr. LaPlante and Dr. Rupp, both are interested in serving the LSAB (and the citizens of Casper) for their respective three-year terms.

Mr. Rasmussen recently sent an email correspondence to the LSAB stating his interest in serving on the LSAB. At their November 13, 2014 meeting the LSAB voted to recommend that the Council appoint Mr. Rasmussen, Mr. LaPlante and Dr. Rupp to the above mentioned terms.

November 24, 2014

MEMO TO: His Honor, The Mayor, and Members of City Council  
FROM: Tanya Johnson, Executive Assistant to City Manager   
SUBJECT: Amoco Reuse Agreement Joint Powers Board Appointments

Recommendation:

That Council, by minute action, authorize the appointments of Doug Follick, Ben Schrader, and Robert (Bob) Chynoweth to the Amoco Reuse Agreement Joint Powers Board (ARAJPB).

Summary:

The ARAJPB has three (3) members whose terms will expire on December 31, 2014. This particular board is a joint City/County board which requires participation from both the City Council and County Commissioners. As such, City Councilmembers and County Commissioners met on November 12, 2014, to conduct interviews of interested applicants. The following three (3) individuals have been selected to serve on the ARAJPB:

- Doug Follick to an initial three-year term beginning January 1, 2015, and expiring December 31, 2017;
- Ben Schrader to an initial three-year term beginning January 1, 2015, and expiring December 31, 2017;
- Robert (Bob) Chynoweth to an initial three-year term beginning January 1, 2015, and expiring December 31, 2017.

Applications and letters of interest are available for review in the City Manager's Office.