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REGULAR COUNCIL MEETING
Tuesday, December 3, 2013
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. CONSIDERATION OF MINUTES OF THE NOVEMBER 19, 2013 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON DECEMBER 6, 2013.

4. CONSIDERATION OF BILLS AND CLAIMS.
5. NATRONA COUNTY TRASH TALK: A LITTER ANALYSIS OF NATRONA COUNTY. PRESENTED BY DR. KELSEY SCHMIDT.
6. RECOGNIZING AYRES JEWELERS FOR COMMUNITY AND BUSINESS CONTRIBUTIONS.
7. ESTABLISH DATES OF PUBLIC HEARING:

A. Consent

1. Establish December 17, 2013 as the Public Hearing Date for Consideration of:
 - a. Issuance of **Transfer of Ownership of Retail Liquor License No. 32, Ramada Plaza Riverside**, located at 300 West 'F' Street.
 - b. Plat of a portion of the SE1/4NW1/4, Section 9, T33N, R79W, 6th P.M., Natrona County, creating the **OYD No. 2 Subdivision**, comprising 22,800 square feet, more or less, located at **321 West Midwest Avenue**.
 - c. Plat of a portion of SE1/4SW1/4, SW1/4SE1/4, NE1/4SE1/4 and SE1/4SE1/4 Section 13, and NE1/4NW1/4 and NW1/4NE1/4 Section 24, T33N, R79W, 6th P.M., Natrona County Wyoming, to create **Gosfield Village Addition No. 4**, and accompanying PUD site plan, generally located **north of Country Club Road and west of Ardon Lane**.

8. RESOLUTIONS:

A. Consent

1. Authorizing a Contract with **Live Wall Media**, in the Amount of \$283,350, for the **Purchase and Installation of Two Large Video Walls** for the Emergency Operations Center being built in the New Dispatch Facility.
2. Authorizing Professional Service Agreement with the **Wyoming Cooperative Extension** Service in the Amount of \$23,739, for **Horticultural Services**.
3. Authorizing Change Order No. 4 with **Viper Underground, Inc.**, in the Amount of \$50,820, for the **2013 Miscellaneous Sanitary Sewer Replacement Project**.

8. RESOLUTIONS: (cont'd)

A. Consent

4. Authorizing Change Order No. 2 with **Casper Electric, Inc.**, in the Amount of \$9,625, for the **Oakcrest Booster Station Emergency Generator Project.**
5. Authorizing Change Order No. 2 with **Grizzly Excavating and Construction** in the amount of \$17,316.50, for the 2013 **Miscellaneous Watermain Replacement and North Casper Sewer Main Abandonment Project.**
6. Authorizing License Agreement with **Wyoming Department of Transportation** for the **Paradise Valley Water Tank Discharge.**
7. Authorizing Memorandum of Understanding with the **Wyoming Department of Transportation** for the **Robertson Road Project.**
8. Authorizing Changes to the **City of Casper's Title VI Plan**, with the **Federal Transit Administration (FTA)**, to Correct Federal Circular of Instructions, Technical Language, and Signatures from the City Manager.
9. Authorizing Agreement With **Wright Brothers Construction**, in the Amount of \$1,459,080 Including \$68,873 Contingency, Plus a Deduct Change Order No. 1 in the Amount of \$209,290, for a Total Amount of \$1,390,207, for the **Municipal Golf Course Maintenance Facility.**
10. Authorizing a Grant Agreement with **Wyoming Office of Homeland Security** in the Amount of \$100,000, for the **Purchase of Hazardous Material/Weapons of Mass Destruction Response Equipment and Training.**
11. Authorizing **Release of Local Assessment District Liens** Filed Against Properties for which the Assessed Balance has been Paid in Full.
12. Authorizing an Agreement with the **Natrona County School District No. 1** for Payment for Construction of a Sewer Line for the **School District's Lincoln School Building Project.**
13. Authorizing Water and Sewer Easements from **Natrona County School District No. 1** for Installation of **Water And Sanitary Sewer Mains** Across School District Property for Lincoln School.
14. Ratification of **Prior Real Estate Sales** by the **Amoco Reuse Agreement Joint Powers Board.**

8. RESOLUTIONS: (cont'd)

A. Consent

15. Authorizing an Agreement with **Mercer Family Resource Center, Inc.** in the sum of \$150,000 for **Counseling and Family Services.**

9. MINUTE ACTION:

A. Consent

1. Authorizing the Purchase of **Fall Protection Equipment** from **Norco**, Casper, Wyoming, to be Used in the Casper Events Center Division of the Leisure Services Department in the Amount of \$24,522.91.
2. **Re-Appoint Maugeen McGrath Stark** to a second 3-Year Term Beginning January 2014 Through December 2016, to the **Leisure Services Board.**
3. **Appoint John Haid**, as the Plumbing Contractor Representative and **Re-Appoint Scott Isenock**, Architect/Engineer Representative, to a Three Year Term on the **Contractors' Licensing and Appeal Board.**

10. COMMUNICATIONS:

A. From Persons Present.

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

12. ADJOURNMENT.

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
November 19, 2013

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 19, 2013. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Meyer, Powell, Sandoval and Mayor Schlager.

Mayor Schlager, along with a group of Boy Scouts and Cub Scouts, led the audience in the Pledge of Allegiance.

Moved by Councilman Bertoglio, seconded by Councilman Meyers, to, by minute action, approve the minutes of the November 5, 2013, regular Council meeting, as published in the Casper-Star Tribune on November 13, 2013. Motion passed unanimously.

Moved by Councilman Hopkins, seconded by Councilman Cathey, to, by minute action, approve payment of the November 19, 2013, bills and claims, as audited by City Manager Patterson. Councilman Hedquist noted he wished to abstain from voting on invoices pertaining to Hedquist Construction. Mayor Schlager abstained from voting on invoices pertaining to Fleming Supply. Motion passed.

Bills & Claims		
1stData	SRVC	\$872.86
71Constr	SRVC	\$714,822.71
AccentEnv	Supp	\$2,156.00
Acct&BsnsSys	SRVC	\$8,257.00
Ace	Supp	\$319.53
Adecco	SRVC	\$316.80
AdvHyd	SRVC	\$73.55
AdvThermalSol	SRVC	\$1,478.58
AllCreatures	SRVC	\$366.50
AlliedIns	Ins	\$50.00
AlloutFire	SRVC	\$1,118.00
Alterra	SRVC	\$15,065.00
AmAssocCodeEnf	Training	\$300.00
Ambi	Mailing	\$469.97
AmerCivilConstr	Contract	\$613,377.00
AmerEagle	SRVC	\$3,755.63
AmerGrating	SRVC	\$1,501.00
Amerigas	Supp	\$640.69
AmLin	Laundry	\$1,963.61
AmWtrWrks	Books	\$170.00
Arcadis	SRVC	\$9,191.93
Arrowhead	SRVC	\$180.00
ArvadaFire	SRVC	\$115.00
AStedelie	Reimb	\$161.00
AT&T	SRVC	\$12.20

AT&TMobility	SRVC	\$40.29
AtlasOff	Supp	\$2,433.89
AtlasRep	SRVC	\$66.00
AtlntcElct	SRVC	\$4,032.52
AtoZ	Towing	\$361.00
AWilliams	Refund	\$45.08
BestBuy	Supp	\$789.97
BGatimu	Refund	\$36.50
BGoltermann	Refund	\$46.50
Bloedorns	Supp	\$281.37
BLeonard	Refund	\$59.67
Balefill	SRVC	\$91,468.34
BMarshall	Reimb	\$12.00
BMueller	Reimb	\$23.00
BoyScouts	SRVC	\$1,200.00
Bushwells	Equip	\$56.00
BusMgtDaily	Subscrip	\$161.00
CapBusSys	Lease	\$2.26
CATC	Funds	\$152,197.00
CDepoorter	Refund	\$85.69
Ch2mHill	SRVC	\$28,977.24
Champlain	Subscrip	\$95.00
Charter	SRVC	\$450.00
CKnox	Refund	\$7.69
Culligan	Supp	\$50.00
CmptrPros	Supp	\$1,233.52
Comtronix	SRVC	\$4,813.55
CNICHealthSol	Claims	\$71,640.28
CntrlPaintBdy	SRVC	\$1,681.79
CntrlWyRgnWtr	SRVC	\$292,697.86
Centrylink	SRVC	\$11,453.99
CoastalChem	Fuel	\$3,874.16
CoastalNet	Supp	\$2,259.70
CityofCasper	Misc	\$13,575.76
ColumbineCtrl	SRVC	\$253.35
CommHealth	SRVC	\$416.67
CommTech	Supp	\$567.00
ComprLeasing	Supp	\$3,943.74
ConcreteConserv	SRVC	\$10,979.50
ConeDriveGearing	Parts	\$3,123.20
CowboyAutoSpa	SRVC	\$14.48
CowdinCleaning	SRVC	\$92.99
COWYAssocMuseums	Dues	\$20.00
CPSDistr	Supp	\$112.19
CPU	SRVC	\$108.64
CrimeSceneInfo	SRVC	\$86.25

CrnEle	Supp	\$437.10
CSeverance	Reimb	\$42.00
CspContr	Supp	\$573.92
CspElec	Equip	\$37,000.00
CspFire	SRVC	\$570.00
CsprTire	Supp	\$12.00
CsprWnnlsn	Parts	\$229.01
DaleBuckingham	SRVC	\$21,288.19
DaveLoden	SRVC	\$50.00
Dell	Tech	\$328.92
DFerguson	Reimb	\$62.50
Diebold	Supp	\$271.95
Directv	SRVC	\$52.99
DixonDixon	SRVC	\$9,719.50
DKepnr	Supp	\$137.34
DltDntlPln	Claims	\$1,396.90
DLTSol	Supp	\$5,671.74
DNelson	Reimb	\$39.99
DriveTrain	Parts	\$505.95
DTanner	Reimb	\$100.00
DTraylor	Refund	\$269.68
EagleElectric	Parts	\$1,200.00
Empco	SRVC	\$1,508.00
EnergyLab	Tests	\$2,589.00
EntenmannRovin	Parts	\$620.90
EnviroEng	SRVC	\$1,000.00
ERud	Reimb	\$87.94
EWalters	Reimb	\$392.13
ExpressPrnting	Printing	\$445.00
ExprnInfo	Supp	\$23.68
FedEx	Shipping	\$122.49
FergusonEnt	Supp	\$362.27
FehrPeers	Contract	\$12,605.44
FIB	Fees	\$4,339.01
FIBPettyCsh	Funds	\$761.18
FischerBodyShop	Reprs	\$1,423.60
Fleming	Supp	\$5.85
Fleetpride	Supp	\$43.20
FoodSvcs	Supp	\$566.23
ForemostPromo	Supp	\$1,715.28
FTremel	Reimb	\$13.99
Galls	Uniforms	\$601.51
GBS	SRVC	\$1,000.00
Geotech	Supp	\$283.93
GolderAssoc	SRVC	\$21,968.98
Globalstar	Supp	\$220.81

GMarsh	SRVC	\$2,928.83
Greiner	SRVC	\$2,190.74
Grainger	SRVC	\$873.38
GrowthProd	Supp	\$2,098.85
GSGArchitecture	SRVC	\$6,870.50
GunnersMeters	Supp	\$1,538.00
Hach	Supp	\$6,828.00
HallsCstmPvng	SRVC	\$12,000.00
Hedquist	Contract	\$646,332.72
HEspinoza	Refund	\$29.13
HinspergPoly	SRVC	\$6,528.55
Homax	Fuel	\$111,700.06
Honnen	Supp	\$1,826.57
Hose&Rubber	Supp	\$499.89
HPetersen	Refund	\$34.80
HScott	Refund	\$7.69
InbergMiller	Tests	\$49,668.41
InKindSvc	SRVC	\$1,108.13
Instll&Svc	Supp	\$50,828.87
IntlAssocChfsofPolice	Training	\$34.00
Intoximtrs	Supp	\$477.30
IOSol	Supp	\$150.00
IrrigTech	SRVC	\$1,600.00
ISC	Equip	\$147,014.12
ITCElect	Supp	\$3,372.98
JBowden	Reimb	\$57.75
JBrierley	Refund	\$54.83
JacksTruck	Parts	\$713.55
JGray	Reimb	\$33.12
JhnsnRbrts&Assoc	Tests	\$64.00
JKollmann	Reimb	\$325.06
JLipes	Reimb	\$32.32
JMaki	Reimb	\$174.98
JTL	SRVC	\$124.79
JWilhelm	Reimb	\$23.00
Kalo	Refund	\$39.53
KJCEngr	SRVC	\$3,725.00
KKing	Reimb	\$78.00
Knapp	Supp	\$265.35
KRollison	Reimb	\$44.98
KStack	Reimb	\$68.25
KVR	SRVC	\$5,674.40
LaserTech	Supp	\$141.00
LaborReadyCentral	Supp	\$104.36
LJohnston	Reimb	\$20.45
LongBuildingTech	Maint	\$133,932.00

LexisNexis	SRVC	\$104.43
LyleSigns	SRVC	\$14,645.50
MacDonaldEquip	Parts	\$4,928.95
Manpower	SRVC	\$350.88
Mastercard	SRVC	\$4,910.21
McMurry	Supp	\$550.63
McNelius	Supp	\$205.71
MDean	Reimb	\$24.00
Menards	Supp	\$1,677.12
MerbackAward	SRVC	\$72.35
Metech	SRVC	\$2,016.06
MFrank	Reimb	\$48.36
MichaelFence	Supp	\$680.25
Microsoft	SRVC	\$2,569.00
MISIndSupp	Supp	\$34.10
MKutzner	Refund	\$26.48
MMagee	Reimb	\$117.82
MMcdaniels	Reimb	\$20.92
MotionFlow	Supp	\$33.05
MSherbutt	Refund	\$47.63
MtnStsLthgr	Supp	\$985.85
MtnUniforms	Supp	\$3,797.00
MuniCode	Books	\$966.06
Murdochs	Supp	\$3,879.51
MyEducResrc	Supp	\$78.00
Nania	SRVC	\$2,939.00
Napa	Parts	\$1,438.04
NatAssocPolice	Dues	\$400.00
NBS	SRVC	\$433.65
NCTrsr	Tax	\$249.07
NDresang	SRVC	\$750.00
Neves	Uniforms	\$1,766.88
NLange	Reimb	\$12.00
NolandFeed	Supp	\$86.80
Norco	Supp	\$713.22
NorthAmerDir	Ads	\$400.00
NSchroeder	Refund	\$54.66
NSPE	Dues	\$748.80
NtlDvlpmntCncil	SRVC	\$833.33
OlsonAutoBdy	SRVC	\$8,995.80
PCardVend	Goods&Supplies	\$104,289.87
PacificSteel	Supp	\$52.93
Pedens	Misc	\$182.88
PeaksToPlains	SRVC	\$4,810.95
Pepsi	Supp	\$2,228.95
PHarshman	Reimb	\$49.49

PieceCake	Supp	\$115.00
PioneerSand	Supp	\$1,659.68
Plains	Refund	\$228.00
PMartinez	Refund	\$118.34
PrestigeFlag	Supp	\$235.78
PrevMgt	Refund	\$300.00
PSvenson	Refund	\$68.27
PurchAdv	Supp	\$43.32
PwdrRivShred	SRVC	\$250.00
PwrEquip	Supp	\$20.53
QualityOfficeSol	Supp	\$2,328.61
RBoisclair	Refund	\$43.70
ResourceStaff	SRVC	\$778.55
Rexel	Supp	\$573.64
RGriffith	Refund	\$59.67
RGunnels	Refund	\$102.29
Ricoh	SRVC	\$31.35
RigTrans	Refund	\$44.59
RMPwr	SRVC	\$152,785.08
RodolphBros	SRVC	\$175.00
RootrSwr	SRVC	\$253.20
RotoRooter	SRVC	\$1,370.26
RScoresby	Refund	\$47.36
RspndFstAd	Supp	\$507.83
SamParsons	SRVC	\$195.00
Sams	Supp	\$1,213.10
SBrandt	Refund	\$49.52
SDobson	Reimb	\$12.00
SftyKln	SRVC	\$1,725.35
ShrwnWlms	Supp	\$365.00
Siemens	Tools	\$2,533.31
SimplotPrtnrs	Supp	\$315.00
SJohnson	Reimb	\$74.43
SkylineRnchs	SRVC	\$366.43
SleeEnt	SRVC	\$2,000.00
SnapSurv	SRVC	\$4,117.00
SourceOffice	Supp	\$89.50
SpillmanTech	Maint	\$10,867.00
StarTribune	Ads	\$4,301.60
StateofWy-Trsr	Funds	\$1,630.79
StellarPrgm	SRVC	\$797.50
Stotz	Equip	\$45.12
StWyDeptRev	Tax	\$9,083.13
SuperSuds	SRVC	\$25.00
SuprStructCor	Supp	\$19,537.74
SustTraffic	SRVC	\$2,320.00

Sutherlands	Supp	\$231.72
SwtwaterGarden	Supp	\$10,313.00
Sysco	Supp	\$4,600.34
TalleyEnt	SRVC	\$16,050.00
TireDist	Rep	\$601.00
TLOfgren	Refund	\$13.04
TopOff	SRVC	\$140.21
TrffcPrts	Supp	\$6,079.85
UntdWayNC	Misc	\$2,500.00
UPS	Shipping	\$370.62
UrgntCrNow	SRVC	\$1,243.00
UsWldng	Supp	\$4,149.78
Verizon	SRVC	\$2,105.39
VermeerSales	Supp	\$42,942.11
VLockard	Refund	\$58.22
VnDiest	Supp	\$6,058.80
VolvoRents	Equip	\$126.30
VSP	Ins	\$1,033.48
WAhrndt	Reimb	\$66.93
WAM	Dues	\$150.00
Wear	Parts	\$392.73
WestEco	SRVC	\$1,962.50
Wingfoot	Supp	\$14,227.14
Witmer	Supp	\$266.94
WolfGang	SRVC	\$3,833.33
WrightBrthrs	Contract	\$208,916.78
WorldWash	Supp	\$550.00
WstlndPrk-RedButtes	SRVC	\$2,228.80
WstrnWtrCons	SRVC	\$21,621.99
WestsideAnmlHsptl	SRVC	\$185.00
WatrworksInd	Parts	\$84.00
WWCEng	SRVC	\$20,945.26
WWT	SRVC	\$217,943.82
WyattElec	SRVC	\$7,895.25
WyDeptEmp	SRVC	\$2,482.94
WyFndCancer	Contract	\$300.00
WYFoxTv	Ad	\$178.50
WyLawEnfrcmntAcadmy	Training	\$465.00
WyMach	Parts	\$39,428.95
WyRents	Equip	\$1,160.00
WyStBar	Subscrip	\$355.00
WySteel	Supp	\$6,212.40
WYWtrQty	Supp	\$310.00
Xerox	SRVC	\$1,026.56
		\$4,467,375.97

Mayor Schlager opened the public hearing for the consideration of the Fiscal Year 2012-2013 Community Development Block Grant Consolidated Annual Plan Evaluation Report (CAPER).

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

There being no one to speak regarding the report, the public hearing was closed.

Mayor Schlager noted that no action was required by Council this evening on this matter.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 13-278

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH ACE GOLF NETTING, INC., FOR THE LANDFILL LITTER FENCE, PROJECT NO. 13 -46.

RESOLUTION NO. 13-279

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GSG ARCHITECTURE, FOR PROFESSIONAL SERVICES FOR DESIGN OF THE SOLID WASTE SANITATION TRUCK BARN EXPANSION.

RESOLUTION NO. 13-280

A RESOLUTION ACCEPTING A SANITARY SEWER EASEMENT FROM LEGACY TRUST, LLC, FOR INSTALLATION OF A SEWER MAIN ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 13-281

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION SERVICES RELATED TO THE INTERSTATE 25 & SHOSHONI INTERCHANGE LANDSCAPING PROJECT.

RESOLUTION NO. 13-282

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE WYOMING OFFICE OF HOMELAND SECURITY FOR THE STATE HOMELAND SECURITY PROGRAM'S LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES (LETPA) GRANT.

RESOLUTION NO. 13-283
A RESOLUTION AUTHORIZING A CONTRACT WITH XYBIX SYSTEMS, INC., TO PROVIDE EQUIPMENT, INSTALLATION, AND TRAINING FOR DISPATCH CONSOLE FURNITURE AND EQUIPMENT FOR THE NEW DISPATCH CENTER.

RESOLUTION NO. 13 -284
RESOLUTION AUTHORIZING A FOOD DELIVERY SERVICES AGREEMENT WITH JOSHUA'S STOREHOUSE & DISTRIBUTION CENTER.

RESOLUTION NO. 13-285
RESOLUTION AUTHORIZING A FOOD DELIVERY SERVICES AND SECURITY AGREEMENT WITH THE FOOD BANK OF THE ROCKIES, INC.

RESOLUTION NO. 13-286
A RESOLUTION AUTHORIZING A CONTRACT WITH INFORMATION SYSTEMS CONSULTING, INC. TO PROVIDE A CISCO SWITCH

RESOLUTION NO. 13-287
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH PRESERVATION SOLUTIONS LLC, FOR A SURVEY AND INVENTORY OF EIGHTY (80) BULDINGS IN TWO (2) CENTRALLY LOCATED DISTRICTS WITH RECOMMENDATIONS FOR FUTURE SURVEY AND FOR NOMINATING PROPERTIES TO THE NATIONAL REGISTER.

RESOLUTION NO. 13-288
A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 08 -147 REGARDING THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR ADVISORY COMMITTEE.

RESOLUTION NO. 13-289
RESOLUTION AUTHORIZING AN ATTORNEY FEE REIMBURSEMENT AND LAND DONATION AGREEMENT WITH HOSPITALITY DEVELOPMENT CORPORATION.

Councilman Hedquist presented the foregoing twelve (12) resolutions for adoption. Seconded by Councilman Powell. A vote on the resolutions resulted in all ayes, except Councilmen Cathey voted nay on Resolution No. 13-284. Passed.

Valerie Kulhavy, 2200 Willow Creek Road, addressed the Council.

Mayor Schlager noted the next meetings of the City Council will be a work session to be held at 7:00 a.m., Friday, November 22, 2013, and at 4:30 p.m., Tuesday, November 26, 2013, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, December 3, 2013, in the Council Chambers.

Moved by Councilman Hopkins, seconded by Councilman Bertoglio, to, by minute action adjourn. Councilman Goodenough voted nay. Motion passed.

The meeting was adjourned at 6:33 p.m.

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

71 CONSTRUCTION, INC.

2387 HOT MIX

\$255.36

2378 HOT MIX

\$135.68

2418 HOT MIX

\$252.80

\$643.84 Subtotal for Dept. Streets

\$643.84 Subtotal for Vendor

A TO Z TOWING LLC.

13N-293 TOWING

\$65.00

\$65.00 Subtotal for Dept. Police

\$65.00 Subtotal for Vendor

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

13-11-163 POSTAGE

\$49.73

13-10-347 POSTAGE

\$125.23

\$174.96 Subtotal for Dept. Casper Events Center

13-11-159 POSTAGE

\$7.75

\$7.75 Subtotal for Dept. City Attorney

13-11-161 POSTAGE

\$10.75

\$10.75 Subtotal for Dept. City Manager

13-11-168 POSTAGE

\$7.81

\$7.81 Subtotal for Dept. Council

13-11-162 POSTAGE

\$13.73

\$13.73 Subtotal for Dept. Engineering

13-11-164 POSTAGE

\$397.50

\$397.50 Subtotal for Dept. Finance

13-11-165 POSTAGE

\$40.95

\$40.95 Subtotal for Dept. Fire

13-10-351 POSTAGE

\$0.55

13-10-361 POSTAGE

\$1.09

\$1.64 Subtotal for Dept. Garage

13-9-212 POSTAGE

\$230.59

\$230.59 Subtotal for Dept. Health Insurance

13-10-352 POSTAGE

\$17.80

\$17.80 Subtotal for Dept. Hogadon

13-11-170 POSTAGE

\$4.48

13-10-355 POSTAGE

\$19.29

\$23.77 Subtotal for Dept. Human Resources

13-10-353 POSTAGE

\$105.73

\$105.73 Subtotal for Dept. Metro Animal

13-10-362 POSTAGE

\$176.47

\$176.47 Subtotal for Dept. Police

13-10-358 POSTAGE

\$11.11

13-11-172 POSTAGE

\$7.24

\$18.35 Subtotal for Dept. Property & Liability Insurance

13-10-359 POSTAGE

\$21.85

\$21.85 Subtotal for Dept. Waste Water

13-10-356 POSTAGE

\$34.34

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$34.34 Subtotal for Dept. Water
\$1,283.99 Subtotal for Vendor

AAA LANDSCAPING

5159 WEED CONTRACT \$724.78
4791 WEED CONTRACT \$0.53
5135 WEED CONTRACT \$140.97
5109 WEED CONTRACT \$316.73
4938 WEED CONTRACT \$350.00

\$1,533.01 Subtotal for Dept. Code Enforcement
\$1,533.01 Subtotal for Vendor

AAA SEWER & DRAIN SVC INC.

14364 LOCATE SVC LINCOLN SCHOOL LOT \$150.00

\$150.00 Subtotal for Dept. Sewer
\$150.00 Subtotal for Vendor

ACE HARDWARE

090250 LANDSCAPING SUPPLIES \$38.99
090278 SNAP, CABLE TIES \$36.94
089145 UTILITY KNIFE \$9.58
089447 CABLE TIES \$17.98
090072 POLY LEAF RAKE \$10.99
090289 FASTENERS, WD-40 \$5.93

\$81.42 Subtotal for Dept. Parks

089512 POLY LEAF RAKE \$21.98

\$21.98 Subtotal for Dept. Property & Liability Insurance

089769 KEY NICKLE PLATED/KEY TAGS \$5.63

\$5.63 Subtotal for Dept. Weed And Pest

\$148.02 Subtotal for Vendor

ADECCO USA, INC.

66900428 KITCHEN PERSONNEL \$464.75
66871859 WAITER, KITCHEN AIDE \$1,280.50
66890881 KITCHEN PERSONNEL \$279.50
66881512 KITCHEN PERSONNEL \$474.50

\$2,499.25 Subtotal for Dept. Casper Events Center

\$2,499.25 Subtotal for Vendor

AIRGAS INTERMOUNTAIN, INC.

9021331022 SAFETY GEAR \$117.80
9021331020 SAFETY VESTS \$351.12
9021423881 SAFETY GEAR \$149.16
9021423881 SAFETY GEAR \$149.17
9021331021 SAFETY GEAR \$136.26

\$903.51 Subtotal for Dept. Balefill

9913640783 ARGON CYLINDER RENTAL \$24.01

\$24.01 Subtotal for Dept. Hogadon

9021331021 SAFETY GEAR \$136.26

9021423881 SAFETY GEAR \$149.17

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

9021331020 SAFETY GEAR

9021331022 SAFETY GEAR

\$351.12

\$117.80

\$754.35 Subtotal for Dept. Refuse Collection

\$1,681.87 Subtotal for Vendor

ALL-OUT FIRE EXTINGUISHER INC.

19866 SAFETY EQUIPMENT

\$34.00

\$34.00 Subtotal for Dept. Casper Events Center

\$34.00 Subtotal for Vendor

ALLTERRA CONSTRUCTION LLC

291 HAULING

\$800.00

\$800.00 Subtotal for Dept. Property & Liability Insurance

\$800.00 Subtotal for Vendor

ALLURETECH

58083 WIRELESS INTERNET ACCESS

\$42.00

\$42.00 Subtotal for Dept. City Hall

\$42.00 Subtotal for Vendor

AMERICAN CIVIL CONSTRUCTORS, INC

2033944.02 RETAINAGE

(\$30,427.50)

(\$30,427.50) Subtotal for Dept. Capital Projects

2033944.02 GOLF COURSE IRRIGATION IMPROVE

\$66,237.19

2033944.02 GOLF COURSE IRRIGATION IMPROVE

\$111,072.81

\$177,310.00 Subtotal for Dept. Golf Course

\$146,882.50 Subtotal for Vendor

AMERICAN EAGLE CLEANING, LLC

3595 REFURBISHING COMMERCIAL CONT.

\$450.00

\$450.00 Subtotal for Dept. Refuse Collection

\$450.00 Subtotal for Vendor

AMERICAN LINEN, INC.

LCAS816103 LAUNDRY

\$59.71

LCAS816103 LAUNDRY

\$1.90

\$61.61 Subtotal for Dept. Balefill

LCAS814407 MATS

\$3.25

LCAS812668 MATS

\$41.61

LCAS816103 MATS

\$44.96

LCAS816093 LAUNDRY

\$41.61

\$131.43 Subtotal for Dept. Buildings And Grounds

LCAS818303 LAUNDRY

\$72.80

LCAS816551 LAUNDRY

\$71.30

LCAS818167 LAUNDRY

\$309.75

LCAS815677 LAUNDRY

\$420.20

LCAS814818 LAUNDRY

\$80.64

\$954.69 Subtotal for Dept. Casper Events Center

LCAS816093 LAUNDRY

\$133.01

LCAS812668 LAUNDRY

\$133.01

LCAS814407 LAUNDRY

\$133.01

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

LCAS816103 LAUNDRY

LCAS817854 LAUNDRY

LCAS816090 LAUNDRY

LCAS816095 LAUNDRY

LCAS816094 LAUNDRY

LCAS814403 LAUNDRY

LCAS816089 LAUNDRY

LCAS816482 LAUNDRY

LCAS814748 LAUNDRY

LCAS816481 LAUNDRY

LCAS814747 LAUNDRY

\$399.03 Subtotal for Dept. Garage
\$16.10
\$16.10 Subtotal for Dept. Refuse Collection
\$44.12
\$44.12
\$88.24 Subtotal for Dept. Sewer
\$142.05
\$142.05 Subtotal for Dept. Streets
\$23.80
\$23.80 Subtotal for Dept. Traffic
\$155.57
\$143.21
\$298.78 Subtotal for Dept. Waste Water
\$113.92
\$113.92
\$23.28
\$17.28
\$268.40 Subtotal for Dept. Water
\$2,384.13 Subtotal for Vendor

AMERICAN SECURITY EDUCATORS, INC. 2039 CRIME PREV/NW MATERIALS

\$395.84
\$395.84 Subtotal for Dept. Police
\$395.84 Subtotal for Vendor

AMERICAN SWING PRODUCTS 31372 REPLACEMENT PARTS FOR SWING SE

\$351.50
\$351.50 Subtotal for Dept. Parks
\$351.50 Subtotal for Vendor

AMERIGAS - CASPER 3022205700 PROPANE

\$1,531.34
\$1,531.34 Subtotal for Dept. Hogadon
\$1,531.34 Subtotal for Vendor

APPALOOSA BROADCASTING IN-113101588 AD IN-113101586 AD

\$250.00
\$250.00
\$500.00 Subtotal for Dept. Streets
\$500.00 Subtotal for Vendor

ARCADIS U.S., INC. 0555097 ENGINEERING SERVICES CASPER

0557063 ENGINEERING SERVICES FOR WWTP

\$5,553.18
\$5,553.18 Subtotal for Dept. Garage
\$9,630.18
\$9,630.18 Subtotal for Dept. Waste Water
\$15,183.36 Subtotal for Vendor

ATLANTIC ELECTRIC, INC. 4856 REPAIR PLASTICS BIN VIBRATORS

\$215.00
\$215.00 Subtotal for Dept. Refuse Collection

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$215.00 Subtotal for Vendor

ATLAS OFFICE PRODUCTS

220717 OFFICE SUPPLIES	\$124.10		
	\$124.10	Subtotal for Dept.	Code Enforcement
220427I OFFICE SUPPLIES	\$24.95		
	\$24.95	Subtotal for Dept.	Council
220200I OFFICE SUPPLIES	\$35.55		
	\$35.55	Subtotal for Dept.	Human Resources
197261i OFFICE SUPPLIES	\$449.28		
197261iCORRECT OFFICE SUPPLIES	(\$449.28)		
	\$449.28	Subtotal for Dept.	Municipal Court
220625I OFFICE SUPPLIES	\$43.21		
	\$43.21	Subtotal for Dept.	Sewer
220088I OFFICE SUPPLIES	\$141.32		
	\$141.32	Subtotal for Dept.	Waste Water
220304I OFFICE SUPPLIES	\$88.96		
220488I OFFICE SUPPLIES	\$30.14		
220625I OFFICE SUPPLIES	\$52.82		
	\$171.92	Subtotal for Dept.	Water
219600I OFFICE SUPPLIES	\$54.34		
	\$54.34	Subtotal for Dept.	Water Treatment Plant
	\$595.39	Subtotal for Vendor	

ATLAS REPRODUCTION

107129 LAMINATE POSTER FOR DEC P&Z	\$6.00		
	\$6.00	Subtotal for Dept.	Planning
	\$6.00	Subtotal for Vendor	

AVID IDENTIFICATION SYSTEMS, INC.

333101 MICRO CHIPS	\$2,475.00		
	\$2,475.00	Subtotal for Dept.	Metro Animal
	\$2,475.00	Subtotal for Vendor	

B&B RUBBER STAMP SHOP, LLC.

114674 NOTARY STAMP	\$29.50		
	\$29.50	Subtotal for Dept.	Finance
	\$29.50	Subtotal for Vendor	

BALD EAGLE LIFTS

2 YELLOW CHAIRLIFT FALL MAINT	\$5,060.00		
	\$5,060.00	Subtotal for Dept.	Hogadon
	\$5,060.00	Subtotal for Vendor	

BALEFILL

1337/106329 SANITATION	\$250.00		
	\$250.00	Subtotal for Dept.	Balefill
2161/106193 SANTIATION	\$73.50		
2161/106414 SANITATION	\$16.20		
2161/106301 SANITATION	\$25.65		

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

	\$115.35	Subtotal for Dept.	Casper Events Center
734/106428 SANITATION	\$600.00		
	\$600.00	Subtotal for Dept.	Metro Animal
247/106416 SANITATION	\$15.00		
247/106445 SANITATION	\$138.00		
247/106355 SANITATION	\$49.05		
247/108156 SANITATION	\$19.80		
247/106479 SANITATION	\$15.00		
247/106283 SANITATION	\$115.65		
	\$352.50	Subtotal for Dept.	Parks
1309/106200 SANITATION	\$15.00		
	\$15.00	Subtotal for Dept.	Police
2772/106224 SANITATION	\$10,952.25		
2772/106313 SANITATION	\$5,017.05		
2772/106455 SANITATION	\$4,866.30		
2772/106470 SANITATION	\$5,412.75		
2772/106407 SANITATION	\$5,443.80		
2772/106377 SANITATION	\$5,180.55		
2772/106245 SANITATION	\$5,569.35		
2772/106496 SANITATION	\$5,170.05		
2772/108172 SANITATION	\$4,793.10		
2772/106272 SANITATION	\$5,470.80		
	\$57,876.00	Subtotal for Dept.	Refuse Collection
1666/106369 SANITATION	\$82.80		
	\$82.80	Subtotal for Dept.	Streets
1276/106225 SANITATION	\$261.51		
1276/106456 SANITATION	\$583.05		
1276/106408 SANITATION	\$882.89		
1276/106246 SANITATION	\$160.20		
1276/106378 SANITATION	\$782.46		
	\$2,670.11	Subtotal for Dept.	Waste Water
	\$61,961.76	Subtotal for Vendor	
BAR-D SIGNS, INC.			
24958 STRIPING FOR 4 VEHICLES	\$2,920.00		
	\$2,920.00	Subtotal for Dept.	Police Dept
	\$2,920.00	Subtotal for Vendor	
BENJAMIN MATTILA			
10313016 CLOTHING ALLOWANCE	\$123.88		
	\$123.88	Subtotal for Dept.	Police
	\$123.88	Subtotal for Vendor	
BENTZ'S TOWN PUMP			
RIN0022859 FUEL	\$361.03		
	\$361.03	Subtotal for Dept.	Garage
	\$361.03	Subtotal for Vendor	
BUSINESS OUTFITTERS			
25656 COPIES	\$269.34		
25655 COPIES	\$67.44		

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

25656 COPIES
25655 COPIES

25655 COPIES
25656 COPIES

\$336.78 Subtotal for Dept. Fire
\$188.94
\$8.65
\$197.59 Subtotal for Dept. Health Insurance
\$18.70
\$71.58
\$90.28 Subtotal for Dept. Human Resources
\$624.65 Subtotal for Vendor

CAPITAL BUSINESS SYSTEMS, INC. 390279 COPIES

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

CASELLE, INC. 53361 CONTRACT & MAINTENANCE SUPPORT

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

CASPER ANIMAL MEDICAL CENTER 121403 VET SERVICES FOR CANINE

\$399.64
\$399.64 Subtotal for Dept. Police
\$399.64 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC. RIN0022953 SERVICE AWARDS

\$507.00
\$507.00 Subtotal for Dept. Human Resources
\$507.00 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

RIN0022993 OCT 13 CITY BUS EXPENSES
RIN0022990 OCT 13 CATC WEEKEND EXPENSES
RIN0022992 OCT 13 FTA BUS EXPENSES
RIN0022989 OCT 13 FTA CATC EXPENSES
RIN0022988 OCT 13 CITY CATC EXPS
RIN0022991 OCT 13 BUS WEEKEND EXPENSES

\$20,938.00
\$2,883.00
\$28,432.00
\$43,228.00
\$34,264.00
\$7,829.00
\$137,574.00 Subtotal for Dept. C.A.T.C.
\$137,574.00 Subtotal for Vendor

CASPER COLLEGE - CONTINUING EDUCATION 00665900 TRAINING

\$198.00
\$198.00 Subtotal for Dept. City Manager
\$198.00 Subtotal for Vendor

CASPER CONTRACTORS SUPPLY, INC.

1447157 TE70 COMBI HAMMER RENTAL
1447072 HD50 HIGHWAY PATCH

1448827 PIN FLAGS AND PAINT
1449097 BLUE TOP WOOD STAKES

1449030 STAKES / PLATTE RIVER REVIVAL

\$25.00
\$215.76
\$240.76 Subtotal for Dept. Casper Events Center

\$145.23
\$14.77
\$160.00 Subtotal for Dept. Engineering
\$38.50

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

1450550 GAS CAN
1450580 CAUTION TAPE

1450701 NOZZLE, WAND, ASSY.

\$38.50 Subtotal for Dept. Refuse Collection
\$76.96
\$24.27
\$101.23 Subtotal for Dept. Streets
\$58.03
\$58.03 Subtotal for Dept. Water
\$598.52 Subtotal for Vendor

CASPER EVENTS CENTER

LOSS111813 LOSS ON WWEX - WEATHER CANCEL

2463/106082 SPECIAL OLYMPICS FALL TOURNAME

\$6,583.73
\$6,583.73 Subtotal for Dept. Casper Events Center
\$193.50
\$193.50 Subtotal for Dept. Council
\$6,777.23 Subtotal for Vendor

CASPER FIRE EXTINGUISHER, INC.

30847 GAS VALVE ENGINE 2-3

\$263.00
\$263.00 Subtotal for Dept. Fire
\$263.00 Subtotal for Vendor

CASPER MTN SKI PATROL

RIN0022931 NATL. & NORTH. DIVISIONAL DUES

\$98.00
\$98.00 Subtotal for Dept. Hogadon
\$98.00 Subtotal for Vendor

CASPER STAR TRIBUNE - LEGAL ADS ONLY

972918 AD

973953 AD

973691 AD

974081 AD

973310 AD

\$149.64
\$149.64 Subtotal for Dept. Capital Projects
\$974.00
\$974.00 Subtotal for Dept. Council
\$161.50
\$31.90
\$193.40 Subtotal for Dept. Planning
\$180.72
\$180.72 Subtotal for Dept. Streets
\$1,497.76 Subtotal for Vendor

CASPER STAR TRIBUNE - REGULAR ADS ONLY

RIN0022939 AD

RIN0022913 AD

\$828.00
\$828.00 Subtotal for Dept. Council
\$815.80
\$815.80 Subtotal for Dept. Streets
\$1,643.80 Subtotal for Vendor

CASPER WINNELSON

449352 00 DEWATER BLDG PLUMBING REPAIR

449603 00 SECONDARY AC PVC FITTINGS

449821 00 DEWATERING BLDG PVC PLUMBING

449375 00 BED 13 PVC ADAPTER, PLUG

\$552.91
\$16.96
\$64.28
\$25.56
\$659.71 Subtotal for Dept. Waste Water
\$659.71 Subtotal for Vendor

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

CASSIA SMITH

RIN0022947 TRAVEL EXPENSES

\$188.70

\$188.70 Subtotal for Dept. Finance

\$188.70 Subtotal for Vendor

CDW GOVERNMENT, INC.

GV10637 3YR EXT WTY TRUCK EQUIP

GT53962 COMPUTERS FOR TRUCKS

\$1,478.46

\$11,981.94

\$13,460.40 Subtotal for Dept. Metro Animal

\$13,460.40 Subtotal for Vendor

CENTRAL PAINT & BODY

29369 REPAIRS '08 FORD F-150

\$2,628.77

\$2,628.77 Subtotal for Dept. Property & Liability Insurance

\$2,628.77 Subtotal for Vendor

CENTURYLINK

RIN0022912 PHONE USE

\$40.97

RIN0022944 PHONE USE

\$38.10

RIN0022912 PHONE USE

\$73.04

\$152.11 Subtotal for Dept. Casper Events Center

RIN0022912 PHONE USE

\$63.13

\$63.13 Subtotal for Dept. City Hall

RIN0022912 PHONE USE

\$81.95

RIN0022912 PHONE USE

\$64.82

\$146.77 Subtotal for Dept. Communications Center

RIN0022912 PHONE USE

\$36.90

\$36.90 Subtotal for Dept. Engineering

RIN0022984 PHONE USE

\$129.86

RIN0022912 PHONE USE

\$471.80

\$601.66 Subtotal for Dept. Fire

RIN0022912 PHONE USE

\$154.77

\$154.77 Subtotal for Dept. Metro Animal

RIN0022912 PHONE USE

\$40.69

\$40.69 Subtotal for Dept. Municipal Court

RIN0022912 PHONE USE

\$61.08

\$61.08 Subtotal for Dept. Parking

RIN0022984 PHONE USE

\$28.51

RIN0022912 PHONE USE

\$36.90

\$65.41 Subtotal for Dept. Police

RIN0022927 PHONE USE

\$35.79

\$35.79 Subtotal for Dept. Sewer

RIN0022944 PHONE USE

\$37.35

\$37.35 Subtotal for Dept. Streets

RIN0022912 PHONE USE

\$44.86

\$44.86 Subtotal for Dept. Traffic

RIN0022944 PHONE USE

\$37.10

\$37.10 Subtotal for Dept. Waste Water

\$1,477.62 Subtotal for Vendor

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

CHARTER

RIN0022961 INTERNET	\$1.99	
	\$1.99	Subtotal for Dept. Balefill
RIN0022940 CABLE	\$140.20	
RIN0022961 INTERNET	\$5.30	
	\$145.50	Subtotal for Dept. Casper Events Center
RIN0022961 INTERNET	\$1.66	
	\$1.66	Subtotal for Dept. City Attorney
RIN0022961 INTERNET	\$1.68	
	\$1.68	Subtotal for Dept. City Manager
RIN0022961 INTERNET	\$2.65	
	\$2.65	Subtotal for Dept. Code Enforcement
RIN0022961 INTERNET	\$2.98	
	\$2.98	Subtotal for Dept. Council
RIN0022961 INTERNET	\$4.31	
	\$4.31	Subtotal for Dept. Engineering
RIN0022961 INTERNET	\$6.63	
	\$6.63	Subtotal for Dept. Finance
RIN0022961 INTERNET	\$6.63	
	\$6.63	Subtotal for Dept. Fire
RIN0022961 INTERNET	\$0.33	
	\$0.33	Subtotal for Dept. Fort Caspar
RIN0022961 INTERNET	\$1.99	
	\$1.99	Subtotal for Dept. Garage
RIN0022930 CABLE	\$134.59	
RIN0022961 INTERNET	\$0.33	
	\$134.92	Subtotal for Dept. Golf Course
RIN0022961 INTERNET	\$0.99	
INV-219422 AD	\$436.05	
	\$437.04	Subtotal for Dept. Hogadon
RIN0022961 INTERNET	\$2.65	
	\$2.65	Subtotal for Dept. Human Resources
RIN0022961 INTERNET	\$0.99	
	\$0.99	Subtotal for Dept. Ice Arena
RIN0022961 INTERNET	\$3.98	
	\$3.98	Subtotal for Dept. Information Services
RIN0022961 INTERNET	\$3.32	
	\$3.32	Subtotal for Dept. Metro Animal
RIN0022961 INTERNET	\$0.60	
RIN0022961 INTERNET	\$0.06	
	\$0.66	Subtotal for Dept. Metropolitan Planning
RIN0022961 INTERNET	\$1.99	
	\$1.99	Subtotal for Dept. Municipal Court
RIN0022961 INTERNET	\$2.98	
	\$2.98	Subtotal for Dept. Parks
RIN0022961 INTERNET	\$0.99	
	\$0.99	Subtotal for Dept. Planning

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

RIN0022961 INTERNET	\$14.59	\$14.59 Subtotal for Dept.	Police
RIN0022961 INTERNET	\$3.32	\$3.32 Subtotal for Dept.	Recreation
RIN0022961 INTERNET	\$0.66	\$0.66 Subtotal for Dept.	Streets
RIN0022961 INTERNET	\$0.66	\$0.66 Subtotal for Dept.	Traffic
RIN0022961 INTERNET	\$2.32	\$2.32 Subtotal for Dept.	Waste Water
RIN0022961 INTERNET	\$3.32	\$3.32 Subtotal for Dept.	Water
	\$790.74	\$790.74 Subtotal for Vendor	

CHESTER WALSH

F86567/24 CLOTHING ALLOWANCE	\$75.00	\$75.00 Subtotal for Dept.	Sewer
	\$75.00	\$75.00 Subtotal for Vendor	

CITY OF CASPER

1338/106554 YEARLY ALARM LICENSE	\$10.00	\$10.00 Subtotal for Dept.	City Hall
3110/107131 YEARLY ALARM LICENSE	\$10.00	\$10.00 Subtotal for Dept.	Property & Liability Insurance
106233 O.T. RRT2 TRAINING	\$3,364.93	\$3,364.93 Subtotal for Dept.	Special Assistance
1666/106208 SANITATION	\$152.72	\$152.72 Subtotal for Dept.	Streets
	\$3,537.65	\$3,537.65 Subtotal for Vendor	

CITY TOWING

13-114 TOWING	\$75.00		
13-113 TOWING	\$75.00		
	\$150.00	\$150.00 Subtotal for Dept.	Police
	\$150.00	\$150.00 Subtotal for Vendor	

CIVIL ENGINEERING PROFESSIONALS, INC.

12-52-02 ENGINEERING SERVICES FOR THE A	\$7,450.31		
12-52-05 ENGINEERING SERVICES FOR THE A	\$8,654.00	\$16,104.31 Subtotal for Dept.	City Council
13-46-03 SALT CREEK HWY/20/26 BYPASS AN	\$3,405.95	\$3,405.95 Subtotal for Dept.	Waste Water
	\$19,510.26	\$19,510.26 Subtotal for Vendor	

CNIC HEALTH SOLUTIONS, INC.

RIN0022959 ADMIN FEES	\$17,820.28		
RIN0022959 STOP LOSS	\$54,209.71	\$72,029.99 Subtotal for Dept.	Health Insurance
	\$72,029.99	\$72,029.99 Subtotal for Vendor	

CO ANALYTICAL LABORATORY

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

051035 COMPOST ANALYTICALS

\$395.00
\$395.00 Subtotal for Dept. Balefill
\$395.00 Subtotal for Vendor

COASTAL CHEMICAL COMPANY

0102302 FUEL

\$118.77
\$118.77 Subtotal for Dept. Water Treatment Plant
\$118.77 Subtotal for Vendor

COLE-PARMER INSTRUMENT CO.

8689138 CORETAKER SAMPLERS

\$337.78
\$337.78 Subtotal for Dept. Waste Water
\$337.78 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

68202 RADIO MAINT

\$49.00

68057 RADIO REPAIR

\$49.00

68201 RADIO MAINT

\$196.00

68203 RADIO MAINT

\$98.00

\$392.00 Subtotal for Dept. Police
\$392.00 Subtotal for Vendor

COMPUTER PROS. UNLIMITED

INV098012 BACK-UP SCANNER INSTALL

\$697.45

\$697.45 Subtotal for Dept. Balefill

INV097976 PRINTER REPAIR

\$105.00

\$105.00 Subtotal for Dept. Casper Events Center

INV097952 UPS BACK-UP

\$129.99

\$129.99 Subtotal for Dept. Human Resources

INV097972 ENET ADAPTER

\$29.95

\$29.95 Subtotal for Dept. Police

INV098023 COPIER REPAIR

\$210.00

\$210.00 Subtotal for Dept. Recreation

\$1,172.39 Subtotal for Vendor

COMPUTER VILLAGE INC.

CSPR-I-8724 IPAD BATTALION CHIEF

\$715.35

\$715.35 Subtotal for Dept. Fire

\$715.35 Subtotal for Vendor

COMTRONIX, INC.

41170C DATA CABLING

\$395.00

\$395.00 Subtotal for Dept. Capital Projects

41451 TELEPHONE SERVICE REPAIRS

\$408.78

\$408.78 Subtotal for Dept. Hogadon

\$803.78 Subtotal for Vendor

CONOCO, INC.

34676057 FUEL

\$78.92

\$78.92 Subtotal for Dept. Police

\$78.92 Subtotal for Vendor

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

CONRAD ARCHIBEQUE

RIN0022942 BOOT REIMBURSEMENT

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

CRUM ELECTRIC SUPPLY CO., INC.

RIN0022941 SHIPPING FEE FOR RETURNED ITEM

\$15.74
\$15.74 Subtotal for Dept. Code Enforcement
\$15.74 Subtotal for Vendor

DANA KEPNER CO. OF WY.

2217991-00 PVC SEWER PIPE REPAIR BREAK

\$306.88
\$306.88 Subtotal for Dept. Waste Water

2218151-00 4 IN MJ PLUGS NEW

\$34.78
\$34.78 Subtotal for Dept. Water
\$341.66 Subtotal for Vendor

DANIEL RAATZ

RIN0022883 CONTINUING EDUCATION

\$111.00
\$111.00 Subtotal for Dept. Water Treatment Plant
\$111.00 Subtotal for Vendor

DARCY, KELSEY

0021037537 DEPOSIT/CREDIT REFUND

\$38.93
\$38.93 Subtotal for Dept. Water
\$38.93 Subtotal for Vendor

DARREN DOUGLAS

RIN0022998 CNIC REPLACEMENT CK 34196

\$70.40
\$70.40 Subtotal for Dept. General Fund
\$70.40 Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

CM5477 FIXED INCOME MANAGEMENT FEES

\$6,839.81
\$6,839.81 Subtotal for Dept. Finance
\$6,839.81 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0022960 DECEMBER PREMIUM

\$1,393.85

RIN0022909 CLAIMS-OCTOBER

\$31,600.41

RIN0022714 DENTAL CLAIMS-SEPTEMBER

\$25,749.54

\$58,743.80 Subtotal for Dept. Health Insurance
\$58,743.80 Subtotal for Vendor

DELUXE BUSINESS CHECKS AND SOLUTIONS

67714678 DEPOSIT TICKETS

\$42.23
\$42.23 Subtotal for Dept. Metro Animal

67440721 CHECKS

\$102.38
\$102.38 Subtotal for Dept. Municipal Court
\$144.61 Subtotal for Vendor

DEPARTMENT OF PUBLIC SAFETY

RIN0022916 DRIVING RECORD

\$28.00

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$28.00 Subtotal for Dept. Police

\$28.00 Subtotal for Vendor

DIAMOND VOGEL PAINTS, INC.
726219117 PAINT & SUPPLIES

\$313.99

\$313.99 Subtotal for Dept. Water Treatment Plant

\$313.99 Subtotal for Vendor

DONALDSON, RACHELLE
0021088344 DEPOSIT/CREDIT REFUND

\$58.22

\$58.22 Subtotal for Dept. Water

\$58.22 Subtotal for Vendor

DPC INDUSTRIES, INC.
727000399-13 SODIUM HYPO

\$5,494.95

\$5,494.95 Subtotal for Dept. Water Treatment Plant

\$5,494.95 Subtotal for Vendor

DPMS FIREARMS LLC.
0544961-IN PANTHER 5.56 AP4 CARBINE 16"

\$1,887.97

\$1,887.97 Subtotal for Dept. Police Grants

\$1,887.97 Subtotal for Vendor

DYER, THOMAS/SANDI
0021088350 DEPOSIT/CREDIT REFUND

\$26.94

\$26.94 Subtotal for Dept. Water

\$26.94 Subtotal for Vendor

EAGLE ELECTRIC, INC.
1383B GREEN 120V LED PILOT LIGHT

\$139.03

\$139.03 Subtotal for Dept. Hogadon

\$139.03 Subtotal for Vendor

EDWARD JACOBS
RIN0022999 REPLACE CNIC CK #34196

\$79.20

\$79.20 Subtotal for Dept. General Fund

\$79.20 Subtotal for Vendor

EMPCO, INC.
3182 CAPTAIN'S TEST

\$1,456.00

\$1,456.00 Subtotal for Dept. Fire

\$1,456.00 Subtotal for Vendor

ENERGY LABORATORIES, INC.
331130095 LAB TESTING
331130105 PV FLUSH WATER HOUSE

\$832.00

\$27.00

\$859.00 Subtotal for Dept. Waste Water

331130302 LAB TESTING

\$255.00

331030805 LAB TESTING

\$225.00

331130176 LAB TESTING

\$30.00

331130116 LAB TESTING

\$300.00

331130003 LAB TESTING

\$60.00

331130068 LAB TESTING

\$293.25

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

331130162 LAB TESTING	\$255.00	
331130004 LAB TESTING	\$45.00	
331030845 LAB TESTING	\$45.00	
331030846 LAB TESTING	\$15.00	
331130264 LAB TESTING	\$15.00	
331030842 LAB TESTING	\$450.00	
331130262 LAB TESTING	\$15.00	
331030806 LAB TESTING	\$45.00	
331030840 LAB TESTING	\$15.00	
331030807 LAB TESTING	\$30.00	
331130084 LAB TESTING	\$255.00	
	\$2,348.25	Subtotal for Dept. Water
331030603 LAB TESTING	\$2,722.00	
	\$2,722.00	Subtotal for Dept. Water Treatment Plant
	\$5,929.25	Subtotal for Vendor

ENTENMANN-ROVIN CO.

0094480-IN BADGE REFURBISHED

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

ENTERPRISE RENT A CAR CO OF MT/WY, LLC.

301464 RENTAL CAR

\$325.73	
\$325.73	Subtotal for Dept. Police
\$325.73	Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS

1917 2013 MISC WATER PH I

\$17,667.33	
\$17,667.33	Subtotal for Dept. Water
\$17,667.33	Subtotal for Vendor

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC

92731887 MAINTENANCE FOR GIS SOFTWARE

\$4,850.10

92731887 MAINTENANCE FOR GIS SOFTWARE

\$46,149.90

\$51,000.00	Subtotal for Dept. Metropolitan Planning
\$51,000.00	Subtotal for Vendor

ERIC WALTERS

RIN0022895 TUITION REIMBURSEMENT

\$392.13	
\$392.13	Subtotal for Dept. Police
\$392.13	Subtotal for Vendor

EUROFINS EATON ANALYTICAL, INC.

L0141085 MONTHLY TESTING

\$100.00	
\$100.00	Subtotal for Dept. Water Treatment Plant
\$100.00	Subtotal for Vendor

EXPRESS PRINTING

13-1910 PRINTING

\$298.00

13-1895 PRINTING

\$181.00

\$479.00 Subtotal for Dept. Code Enforcement

13-1909 PRINTING

\$882.00

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$882.00 Subtotal for Dept. Police
\$1,361.00 Subtotal for Vendor

FEHR & PEERS

90418 LONG RANGE TRANSPORTATION PLAN
90418 LONG RANGE TRANSPORTATION PLAN

\$2,514.21
\$23,923.29
\$26,437.50 Subtotal for Dept. Metropolitan Planning
\$26,437.50 Subtotal for Vendor

FERGUSON ENTERPRISES, INC. #3201

1180453 VALVES FOR WATER HEATER

\$222.72
\$222.72 Subtotal for Dept. Water Treatment Plant
\$222.72 Subtotal for Vendor

FINISH LINE SYSTEMS, LLC.

2669 METER T-10 2 in NEW
2669 METER T-10 5/8X3/4 NEW
2669 UPS
2701 METER T-10 5/8X3/4 NEW
2669 METER T-10 1 1/2 NEW
2669 5/8 PIGTAIL REGISTER

\$1,130.00
\$2,537.00
\$105.63
\$3,864.23
\$920.00
\$942.50
\$9,499.36 Subtotal for Dept. Water
\$9,499.36 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI908578 CREDIT CARD FEES
REMI899247 CREDIT CARD FEES
REMI899238 CREDIT CARD FEES

\$27.90
\$1,815.75
\$983.31
\$2,826.96 Subtotal for Dept. Casper Events Center

REMI908580 CREDIT CARD FEES

\$19.95
\$19.95 Subtotal for Dept. Police Grants

REMI889700 CREDIT CARD FEES

\$1,897.83
\$1,897.83 Subtotal for Dept. Water
\$4,744.74 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0022964 LOCKBOX FEES

\$2,056.05
\$2,056.05 Subtotal for Dept. Finance
\$2,056.05 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0022945 PETTY CASH

\$26.24
\$26.24 Subtotal for Dept. Communications Center

RIN0022945 PETTY CASH

\$139.00

RIN0022945 PETTY CASH

\$7.86

\$146.86 Subtotal for Dept. Police

RIN0022951 PETTY CASH

\$20.00

RIN0022951 PETTY CASH

\$31.34

RIN0022951 PETTY CASH

\$24.00

\$75.34 Subtotal for Dept. Engineering

RIN0022951 PETTY CASH

\$6.77

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

		\$6.77	Subtotal for Dept.	Waste Water
RIN0022951	PETTY CASH	\$24.18		
RIN0022951	PETTY CASH	\$62.41		
RIN0022951	PETTY CASH	\$7.56		
		\$94.15	Subtotal for Dept.	Water
RIN0022951	PETTY CASH	\$49.38		
RIN0022951	PETTY CASH	\$11.88		
RIN0022951	PETTY CASH	\$24.64		
RIN0022951	PETTY CASH	\$17.88		
		\$103.78	Subtotal for Dept.	Water Treatment Plant
RIN0022952	PETTY CASH	\$15.00		
RIN0022952	PETTY CASH	\$2.86		
		\$17.86	Subtotal for Dept.	Garage
RIN0022952	PETTY CASH	\$12.00		
		\$12.00	Subtotal for Dept.	Parks
RIN0022952	PETTY CASH	\$16.37		
		\$16.37	Subtotal for Dept.	Refuse Collection
RIN0022952	PETTY CASH	\$31.44		
RIN0022952	PETTY CASH	\$2.87		
		\$34.31	Subtotal for Dept.	Streets
RIN0022952	PETTY CASH	\$15.76		
		\$15.76	Subtotal for Dept.	Traffic
RIN0023001	PETTY CASH	\$39.05		
		\$39.05	Subtotal for Dept.	Parks
		\$588.49	Subtotal for Vendor	
FISHER SCIENTIFIC COMPANY LLC				
	0808758 GLASS FILTERS	\$319.06		
		\$319.06	Subtotal for Dept.	Waste Water
		\$319.06	Subtotal for Vendor	
FLEMING SUPPLY, INC.				
	30612 25 FT CABLE	\$41.76		
		\$41.76	Subtotal for Dept.	Finance
		\$41.76	Subtotal for Vendor	
FOOD SVCS OF AMERICA				
	4558321 OPERATING SUPPLIES-CATERING	(\$134.46)		
	4569220 CHICKEN, TURKEY	\$174.70		
	4569220 POTATOES, DILL PICKLES, CHIPS	\$356.27		
	4561795 ALCOHOL	\$16.20		
	4561795 CONCESSION SUPPLIES	\$366.29		
	4561795 OPERATING SUPPLIES-CATERING	\$89.77		
	RIN0022985 DUPLICATE CREDIT CORRECTION	\$197.28		
		\$1,066.05	Subtotal for Dept.	Casper Events Center
		\$1,066.05	Subtotal for Vendor	
GALLS, INC.				
	001197078 UNIFORMS	\$60.00		
		\$60.00	Subtotal for Dept.	Metro Animal

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

001210279 UNIFORMS	\$165.69		
	\$165.69	Subtotal for Dept.	Police
001214194 RIOT CONTROL SUITS	\$1,680.00		
001180876 RIOT CONTROL SUIT	\$420.00		
001157390 RIOT HELMETS	\$594.00		
001157416 RIOT HELMETS	\$396.00		
001180881 RIOT CONTROL SUITS	\$2,100.00		
	\$5,190.00	Subtotal for Dept.	Police Grants
	\$5,415.69	Subtotal for Vendor	
GARLICK, SUSAN			
0021088340 DEPOSIT/CREDIT REFUND	\$45.56		
	\$45.56	Subtotal for Dept.	Water
	\$45.56	Subtotal for Vendor	
GARY BISSELL			
RIN0022925 CLOTHING ALLOWANCE	\$38.01		
	\$38.01	Subtotal for Dept.	Balefill
	\$38.01	Subtotal for Vendor	
GARY L. KASSAY			
RIN0022956 TRAVEL EXPENSES	\$4,188.00		
	\$4,188.00	Subtotal for Dept.	Police
	\$4,188.00	Subtotal for Vendor	
GENERAL SHALE BRICK, INC.			
316412098 ALTA VISTA PARK	\$1,070.76		
	\$1,070.76	Subtotal for Dept.	Parks
	\$1,070.76	Subtotal for Vendor	
GLOBAL PROMISE			
RIN0022932 EXP. REIMB HOGADON TUNE UP DAY	\$299.80		
	\$299.80	Subtotal for Dept.	Hogadon
	\$299.80	Subtotal for Vendor	
GOLDER ASSOCIATES			
366868 ASBESTOS MANAGEMENT PLAN	\$235.20		
366867 AMENDMENT TO THE CASPER REGION	\$3,744.08		
366866 ASSESSMENT OF CORRECTIVE MEASU	\$5,129.25		
	\$9,108.53	Subtotal for Dept.	Balefill
	\$9,108.53	Subtotal for Vendor	
GOVERNMENTJOBS.COM			
07-10764 NEOGOV USER RENEWAL	\$7,605.00		
	\$7,605.00	Subtotal for Dept.	Human Resources
	\$7,605.00	Subtotal for Vendor	
GRAINGER			
9291165638 EAR PLUGS, SHOP TOWELS ETC.	\$182.26		
	\$182.26	Subtotal for Dept.	Fire
9281548835 LIGHT BULBS FOR INSTRUMENTATION	\$34.36		
	\$34.36	Subtotal for Dept.	Water Treatment Plant

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$216.62 Subtotal for Vendor

GRAINGER, INC.

9262693048 BATTERY PACK-INVERTER	\$200.67	
	\$200.67	Subtotal for Dept. Fire
9272974750 TSTATS,LIMIT SWITCHES,LINERS	\$646.69	
9270509509 EFFLUENT SAMPLE SHED SUPPLIES	\$58.07	
9280748899 HARDHAT WINTER LINERS	(\$35.88)	
9273200452 DCB AC PRESSURE SWITCH	\$107.40	
9286133112 DEWATERING BLDG BALL VALVE	\$708.48	
9290156588 FILTERS, VINYL GLOVES,PLIERS	\$281.85	
9278723565 REMOTE LIFT STATION FASTENER	\$69.27	
	\$1,835.88	Subtotal for Dept. Waste Water
	\$2,036.55	Subtotal for Vendor

GRANICUS, INC.

50206 MAINTENANCE	\$725.00	
	\$725.00	Subtotal for Dept. Information Services
	\$725.00	Subtotal for Vendor

GREEN'S SEWER & DRAIN SVC.

14658 WASHER LINE, LINT CLEANING	\$98.00	
	\$98.00	Subtotal for Dept. Casper Events Center
	\$98.00	Subtotal for Vendor

GREINER MOTOR CO - CASPER

474767FOWG KEYS MADE	\$15.97	
	\$15.97	Subtotal for Dept. Metro Animal
FOCS397674 REPAIRED HEATER ON EXPLORER	\$724.99	
	\$724.99	Subtotal for Dept. Water Treatment Plant
	\$740.96	Subtotal for Vendor

GRIZZLY EXCAVATING & CONST. LLC.

RIN0022983 2013 MISC WATER PHASE I	\$100,244.50	
	\$100,244.50	Subtotal for Dept. Water
	\$100,244.50	Subtotal for Vendor

GROATHOUSE CONSTRUCTION

0021037538 DEPOSIT/CREDIT REFUND	\$35.74	
	\$35.74	Subtotal for Dept. Water
	\$35.74	Subtotal for Vendor

GROUND ENGINEERING CONSULTANTS, INC.

137546.0-1 MATERIALS TESTING HOGADON	\$282.50	
	\$282.50	Subtotal for Dept. Hogadon
	\$282.50	Subtotal for Vendor

GUNNERS METERS & PARTS, INC.

69932 REGISTER DIR READ HYD METER	\$735.00	
69932 CAP ROCKWELL ADJUSTING VANE	\$110.00	
69932 4 IN T/T MEASURE CHAMBER ASSY	\$1,650.00	
69932 FREIGHT	\$21.00	
69932 REGISTER DIR SENSUS W-125	\$580.00	

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

69932 HYDRANT METER ELEMENT

\$940.00

\$4,036.00 Subtotal for Dept. Water

\$4,036.00 Subtotal for Vendor

HACH CO., CORP.

8566302 DR 900 COLORIMETER

\$1,305.35

8559871 LAB TESTING SUPPLIES

\$531.98

8564193 LAB TESTING SUPPLIES

\$291.16

\$2,128.49 Subtotal for Dept. Water

\$2,128.49 Subtotal for Vendor

HDR ENGINEERING, INC.

00401683-H ON-GOING STUDIES, TASKS AND

\$3,166.73

\$3,166.73 Subtotal for Dept. Water

\$3,166.73 Subtotal for Vendor

HEWLETT PACKARD

53532123 PRINTER CABLE

\$14.99

\$14.99 Subtotal for Dept. Cemetery

\$14.99 Subtotal for Vendor

HITEK COMMUNICATIONS

449 INSTALL LINE AT TICKET AREA

\$300.00

\$300.00 Subtotal for Dept. Hogadon

\$300.00 Subtotal for Vendor

HKD SNOWMAKERS

3255 SNOWMAKER FAN REPAIRS

\$17,400.00

\$17,400.00 Subtotal for Dept. Hogadon

\$17,400.00 Subtotal for Vendor

HOUSE OF PRINTING, INC.

030 PRINTING

\$208.30

\$208.30 Subtotal for Dept. Casper Events Center

\$208.30 Subtotal for Vendor

HOWARD SUPPLY

50313885 PARTS

\$170.96

\$170.96 Subtotal for Dept. Refuse Collection

\$170.96 Subtotal for Vendor

HUSKEY, AMANDA/STEPHEN

0021037536 DEPOSIT/CREDIT REFUND

\$8.88

0021037536 DEPOSIT/CREDIT REFUND

\$75.00

\$83.88 Subtotal for Dept. Water

\$83.88 Subtotal for Vendor

HYDRAFLO, INC.

22176 DRESSER 300 BREAKABLE COUPLING

\$174.40

22176 UPPER STEM SR

\$236.94

22176 FLANGE SAFETY 4 1/4 IMPROVED

\$118.80

22176 MU 6" EXTENSION KITS

\$743.10

22176 5 1/4 CE BONNET GASKET

\$118.80

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$1,392.04 Subtotal for Dept.	Water
\$1,392.04 Subtotal for Vendor	
\$14.99	
\$14.99 Subtotal for Dept.	Weed And Pest
\$14.99 Subtotal for Vendor	
\$6,543.06	
\$6,543.06 Subtotal for Dept.	City Hall
\$47.00	
\$480.00	
\$527.00 Subtotal for Dept.	Hogadon
\$7,070.06 Subtotal for Vendor	
\$653.40	
\$653.40 Subtotal for Dept.	Water Treatment Plant
\$653.40 Subtotal for Vendor	
\$162.95	
\$162.95 Subtotal for Dept.	Code Enforcement
\$162.95 Subtotal for Vendor	
\$210.00	
\$210.00 Subtotal for Dept.	Traffic
\$210.00 Subtotal for Vendor	
\$2,975.00	
\$2,975.00 Subtotal for Dept.	Golf Course
\$2,975.00 Subtotal for Vendor	
\$768.92	
\$768.92 Subtotal for Dept.	Water
\$768.92 Subtotal for Vendor	
\$5,660.19	
\$594.86	
\$6,255.05 Subtotal for Dept.	Metropolitan Planning
\$6,255.05 Subtotal for Vendor	
\$20.08	
\$20.08 Subtotal for Dept.	Water
\$20.08 Subtotal for Vendor	

INDUSTRIAL DISTRIBUTORS, INC.
134974 PIG GRAIN MECHANICAL GLOVE

INFORMATION SYSTEMS CONSULTING, INC.
SIN003997 SYN-APPS MAINTENANCE/LICENSE

SIN003984 SWITCH FIBER CABLES
SIN003310 CAMERA IN WATCH SHACK, DATACOM

INTERMOUNTAIN MOTOR SALES, INC.
24095 BALDER 7.5HP FRAME MOTOR

INTL. CODE COUNCIL
INV0361084 BOOKS, PERIODICALS & MAPS

INTL. MUNICIPAL SIGNAL ASSOC.
RIN0022914 MEMBERSHIP

IRRIGATION TECHNOLOGIES
547 IRRIGATION DESIGN AND CONSULTI

ITRON, INC.
310161 MAINT AGREEMENT

JACOBS ENGINEERING GROUP
WVXX55001105 WESTSIDE BLVD PLANNING STUDY
WVXX55001105 WESTSIDE BLVD PLANNING STUDY

JENKINS, RICK
0021037534 DEPOSIT/CREDIT REFUND

JEREMY TREMEL

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

RIN0022957 TRAVEL EXPENSES

\$198.00

\$198.00 Subtotal for Dept. Police

\$198.00 Subtotal for Vendor

JGB ENTERPRISES INC.

425511 AVALANCHE HOSES

\$1,536.17

\$1,536.17 Subtotal for Dept. Hogadon

\$1,536.17 Subtotal for Vendor

JIM WETZEL

RIN0022958 TRAVEL EXPENSES

\$198.00

\$198.00 Subtotal for Dept. Police

\$198.00 Subtotal for Vendor

JOHNSON, RACHEL

0021088342 DEPOSIT/CREDIT REFUND

\$16.22

\$16.22 Subtotal for Dept. Water

\$16.22 Subtotal for Vendor

JOHNSTON, KRISTA

0021088353 DEPOSIT/CREDIT REFUND

\$51.45

\$51.45 Subtotal for Dept. Water

\$51.45 Subtotal for Vendor

JTL GROUP DBA KNIFE RIVER

94847 BASE COURSE

94711 BASE COURSE

\$161.09

\$325.94

\$487.03 Subtotal for Dept. Streets

94370 BED 13 SAND

\$118.56

\$118.56 Subtotal for Dept. Waste Water

\$605.59 Subtotal for Vendor

KADRMAS, LEE & JACKSON

185520 15TH & 21ST STREET SUBAREA TRA

185520 15TH & 21ST STREET SUBAREA TRA

\$6,436.74

\$676.47

\$7,113.21 Subtotal for Dept. Metropolitan Planning

\$7,113.21 Subtotal for Vendor

KENNETH KING

RIN0022963 ALERATIONS-CLASS A

RIN0022886 BACKGROUND CHECKS ON-COMING

\$40.95

\$39.00

\$79.95 Subtotal for Dept. Fire

\$79.95 Subtotal for Vendor

KENYNE SCHLAGER

RIN0022954 TRAVEL EXPENSES

\$751.00

\$751.00 Subtotal for Dept. Council

\$751.00 Subtotal for Vendor

KNAPP SUPPLY & EQUIPMENT CO.

331764-000 POLY BOTTLE, SPRAYER TUBE

\$13.50

\$13.50 Subtotal for Dept. Water

\$13.50 Subtotal for Vendor

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

KOPITNIK, CATHY

0021088349 DEPOSIT/CREDIT REFUND

\$58.70

\$58.70 Subtotal for Dept. Water

\$58.70 Subtotal for Vendor

LABOR READY CENTRAL, INC.

17768186 LABOR

\$88.55

17768185 LABOR

\$6,040.39

17705131 LABOR

\$2,520.54

17738362 LABOR

\$698.91

17747312 LABOR

\$569.30

17705130 LABOR

\$1,179.69

17794515 LABOR

\$594.57

17747313 LABOR

\$1,170.14

17738361 LABOR

\$1,113.20

\$13,975.29 Subtotal for Dept. Casper Events Center

\$13,975.29 Subtotal for Vendor

LARA, MARK

0021088336 DEPOSIT/CREDIT REFUND

\$31.45

\$31.45 Subtotal for Dept. Water

\$31.45 Subtotal for Vendor

LASER TECHNOLOGY, INC

134277 LASER RADAR REPAIR

\$141.00

\$141.00 Subtotal for Dept. Police

\$141.00 Subtotal for Vendor

LINA

RIN0022910 PREMIUM-NOVEMBER

\$283.69

RIN0022711 LIFE INS. PREMIUM-OCTOBER

\$284.32

\$568.01 Subtotal for Dept. Health Insurance

\$568.01 Subtotal for Vendor

LINDA WITKO

RIN0019776 MEETING EXPENSE

\$0.00

\$0.00 Subtotal for Dept. City Manager

RIN0023002 TRAVEL EXPENSES

\$248.50

\$248.50 Subtotal for Dept. City Manager

\$248.50 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES

JC119482 VMS AND CARD ACCESS SYSTEM -

\$12,903.48

JC119482 RETAINAGE

(\$4,419.00)

\$8,484.48 Subtotal for Dept. Balefill

SCPAY0028099 OCTOBER 2013 - FULL SERVICE

\$3,747.58

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

JC119482 VMS AND CARD ACCESS SYSTEM -

\$7,556.49

\$7,556.49 Subtotal for Dept. Garage

JC119482 VMS AND CARD ACCESS SYSTEM -

\$8,440.29

\$8,440.29 Subtotal for Dept. Waste Water

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

SRVCE0064016 REPAIR HEATING UNIT	\$249.38	
RIN0022986 WTP PORTION OF SECURITY UPGRAD	\$15,289.74	
SCPAY0028105 SECOND HALF OF MAINT AGREEMENT	\$3,662.25	
	\$19,201.37	Subtotal for Dept. Water Treatment Plant
	\$47,430.21	Subtotal for Vendor

MANPOWER, INC.

26318538 KITCHEN PERSONNEL	\$646.72	
26347332 FOOD SERVERS	\$554.94	
26289461 FOOD SERVERS	\$1,052.64	
26376881 KITCHEN PERSONNEL	\$116.96	
	\$2,371.26	Subtotal for Dept. Casper Events Center
	\$2,371.26	Subtotal for Vendor

MARLA TUMA

239789 CLOTHING ALLOWANCE	\$59.98	
	\$59.98	Subtotal for Dept. Police
	\$59.98	Subtotal for Vendor

MASTERCARD

RIN0022972 MEETING EXPENSE	\$54.67	
RIN0022972 TRAINING AND TRAVEL EXPENSE	\$1,860.62	
RIN0022972 BOOKS	\$58.95	
	\$1,974.24	Subtotal for Dept. City Manager
RIN0022972 POSTAGE	\$9.16	
	\$9.16	Subtotal for Dept. Council
RIN0022926 ROCK CREEK TRAVEL	\$148.89	
	\$148.89	Subtotal for Dept. Water
	\$2,132.29	Subtotal for Vendor

MATT HESS

RIN0022950 TRAVEL EXPENSES	\$185.00	
RIN0022949 TRAVEL EXPENSES	\$213.00	
	\$398.00	Subtotal for Dept. Police
	\$398.00	Subtotal for Vendor

MAXON CORP.

390158 RI BOILER 1 VALVE	\$3,815.31	
	\$3,815.31	Subtotal for Dept. Waste Water
	\$3,815.31	Subtotal for Vendor

MCCULLAR, LINDSEY/JON R.

0021088341 DEPOSIT/CREDIT REFUND	\$58.70	
	\$58.70	Subtotal for Dept. Water
	\$58.70	Subtotal for Vendor

MCMURRY READY MIX

215309 SEWER LINE REPAIR N HEADWORKS	\$196.00	
	\$196.00	Subtotal for Dept. Waste Water
	\$196.00	Subtotal for Vendor

MERBACK AWARD CO.

52193 NAMETAGS	\$39.00	
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Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$39.00 Subtotal for Dept. Fire
\$39.00 Subtotal for Vendor

MERCER HOUSE, INC.
130925-4501 PROGRAM EVENT

\$650.00
\$650.00 Subtotal for Dept. Council
\$650.00 Subtotal for Vendor

METECH RECYCLING INC.
26471 E-WASTE RECYCLING
26447 E-WASTE RECYCLING

\$1,519.70
\$3,698.86
\$5,218.56 Subtotal for Dept. Balefill
\$5,218.56 Subtotal for Vendor

MICHAEL'S FENCE INC.
0142382 SECURITY GATE LIMIT SWITCH
0141640 SECURITY GATE REPAIR PARTS
0141690 SECURITY GATE TRANSMITTER

\$187.40
\$164.47
\$85.00
\$436.87 Subtotal for Dept. Waste Water
\$436.87 Subtotal for Vendor

MICROSOFT CORPORATION
C10004Y5CR 13 MONTHS OF OFFICE 365 HOSTED

\$1,988.00
\$1,988.00 Subtotal for Dept. City Manager
\$1,988.00 Subtotal for Vendor

MIKE DAY
353648 BOOT REIMBURSEMENT

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

MIRACLE PLUMBING, INC.
14339 EMERGENCY REPAIR AT 1618 S CED

\$1,825.00
\$1,825.00 Subtotal for Dept. Owner Occupied Gen Rehab
\$1,825.00 Subtotal for Vendor

MOTOROLA SOLUTIONS
78248462 MONTHLY MAINT AGREE

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

41187568 PORTABLE RADIO

\$3,967.00
\$3,967.00 Subtotal for Dept. Police Dept
\$8,996.97 Subtotal for Vendor

MTN WEST OILFIELD BODY/ALPINE MOTORSPORTS

ALP210909 ARTIC CAT TRV 700XT ATV WITH
ALP111522 ARTIC CAT BEARCAT Z1XT SNOWMOB

\$14,040.00
\$13,509.00
\$27,549.00 Subtotal for Dept. Hogadon
\$27,549.00 Subtotal for Vendor

MTN. STATES LITHOGRAPHING CO.

132514 STATEMENT SHELLS
132513 STATEMENT SHELLS

\$175.50
\$154.55
\$330.05 Subtotal for Dept. Finance

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$330.05 Subtotal for Vendor

MTN. STATES PIPE & SUPPLY

318394-00 100W ERT
318394-00 FREIGHT

\$6,120.00
\$34.02

\$6,154.02 Subtotal for Dept. Water

\$6,154.02 Subtotal for Vendor

MURDOCH'S RANCH & HOME SUPPLY

9052/24 TOOLS

\$50.96

\$50.96 Subtotal for Dept. Water

\$50.96 Subtotal for Vendor

MURRAY, SCOTT

0021088338 DEPOSIT/CREDIT REFUND

\$50.60

\$50.60 Subtotal for Dept. Water

\$50.60 Subtotal for Vendor

NAPA AUTO PARTS CORP.

633119 IMPACT SOCKET

\$16.99

\$16.99 Subtotal for Dept. Property & Liability Insurance

638414 SILCONE FOR PUMPS

\$51.97

\$51.97 Subtotal for Dept. Water Treatment Plant

\$68.96 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

432617 ADMIN FEES-OCTOBER

\$433.65

\$433.65 Subtotal for Dept. Health Insurance

\$433.65 Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

4382 TECHNICAL ASSISTANCE

\$833.33

\$833.33 Subtotal for Dept. Council

\$833.33 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

446 JUVENILE PRISONER CARE OCT '13

\$7,500.00

\$7,500.00 Subtotal for Dept. Police

\$7,500.00 Subtotal for Vendor

NATRONA COUNTY CLERK

962710 RECORDING

\$138.00

\$138.00 Subtotal for Dept. Planning

\$138.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE26450 UNIFORMS

\$239.80

NE26826 UNIFORMS

\$175.85

NE26845 UNIFORMS

\$87.90

NE26687 UNIFORMS

\$9.95

NE26725 UNIFORMS

\$54.95

NE26659 UNIFORMS

\$61.95

NE26726 UNIFORMS

\$91.90

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

NICHOLS, BRANDIE

0021088335 DEPOSIT/CREDIT REFUND

\$722.30 Subtotal for Dept. Police

\$722.30 Subtotal for Vendor

NICKLAUS DRESANG

125 ONE CENT CONSULTATION

\$12.37

\$12.37 Subtotal for Dept. Water

\$12.37 Subtotal for Vendor

NORCO, INC.

12447594 CLEANING PRODUCTS

\$762.56

\$762.56 Subtotal for Dept. Metro Animal

12315018 CLEANING PRODUCTS

\$83.88

\$83.88 Subtotal for Dept. Police

12458730 FIRST AID SUPPLIES

\$91.58

\$91.58 Subtotal for Dept. Water

\$938.02 Subtotal for Vendor

OHLSON LAVOIE CORPORATION

110412 DESIGN AND CA FOR NEW MIKE SED

\$302.40

\$302.40 Subtotal for Dept. Aquatics

\$302.40 Subtotal for Vendor

OIL CITY PRINTERS

20112 REPRODUCTION

\$1,659.41

\$1,659.41 Subtotal for Dept. Council

20109 BUSINESS CARDS

\$178.00

\$178.00 Subtotal for Dept. Fire

\$1,837.41 Subtotal for Vendor

ONE CALL OF WY.

33492 OCT13 LOCATE TICKETS

\$290.25

\$290.25 Subtotal for Dept. Sewer

33492 OCT13 LOCATE TICKETS

\$354.75

\$354.75 Subtotal for Dept. Water

\$645.00 Subtotal for Vendor

ORKIN LLC.

RIN0022933 PEST ELIMINATION SVC

\$79.50

\$79.50 Subtotal for Dept. Hogadon

\$79.50 Subtotal for Vendor

PACIFIC STEEL & RECYCLING

915068 STEP MATERIAL/NEW REARLOAD

\$52.46

\$52.46 Subtotal for Dept. Refuse Collection

\$52.46 Subtotal for Vendor

PARK RIDGE BEHAVIORAL HEALTHCARE

CPDPC PRE HIRE BACKGROUND

\$150.00

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

CPD PRE HIRE TESTING
CPDGM PRE HIRE BACKGROUND

\$150.00
\$150.00
\$450.00 Subtotal for Dept. Communications Center
\$450.00 Subtotal for Vendor

PARKWAY PLAZA HOTEL & CONVENTION CENTER

529700 ASSESSMENT CENTER-CAPT EXAM
529699 ASSESSMENT CENTER-CAPT EXAM
529530 EVALUATORS-MISC SUPPLIES
529697 ASSESSMENT CENTER-CAPT EXAM
529704 ASSESSMENT CENTER-CAPT EXAM

\$140.00
\$235.54
\$240.76
\$162.66
\$372.92
\$1,151.88 Subtotal for Dept. Fire
\$1,151.88 Subtotal for Vendor

PAUL BERTOGLIO

RIN0023003 TRAVEL EXPENSES

\$199.25
\$199.25 Subtotal for Dept. Council
\$199.25 Subtotal for Vendor

PEAK, MOLLY

0021088345 DEPOSIT/CREDIT REFUND

\$56.55
\$56.55 Subtotal for Dept. Water
\$56.55 Subtotal for Vendor

PEDEN'S, INC.

N32463 UNIFORMS

\$107.50
\$107.50 Subtotal for Dept. Communications Center

N32482 UNIFORMS

\$64.00
\$64.00 Subtotal for Dept. Police
\$171.50 Subtotal for Vendor

PEPSI COLA OF CASPER

474468 CONCESSION SUPPLIES
474581 PEPSI, DIET PEPSI, MTN DEW, 7U
474469 CONCESSION SUPPLIES

\$2,539.20
\$1,818.75
(\$30.00)
\$4,327.95 Subtotal for Dept. Casper Events Center
\$4,327.95 Subtotal for Vendor

PERSONNEL EVALUATION INC.

06364 PRE HIRE TESTING

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

POSTAL PROS, INC.

73029 UTILITY BILLING FEES

\$11,959.38
\$11,959.38 Subtotal for Dept. Finance
\$11,959.38 Subtotal for Vendor

PRIORITY DISPATCH

93928 TRAVEL FOR INSTRUCTOR
93926 EMD CERTIFICATIONS

\$317.46
\$1,950.00
\$2,267.46 Subtotal for Dept. Communications Center

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$2,267.46 Subtotal for Vendor

PRO WARE

RIN0022924 ASSET KEEPER UPGRADE

\$309.00

\$309.00 Subtotal for Dept. Water Treatment Plant

\$309.00 Subtotal for Vendor

PROBUILD CO. LLC.

837505 8X8X16 TREATED FOR MAGIC CARPE

\$1,942.00

\$1,942.00 Subtotal for Dept. Hogadon

\$1,942.00 Subtotal for Vendor

PUBLIC AGENCY TRAINING COUNCIL, INC.

171465 CLASS REGISTRATION

\$525.00

\$525.00 Subtotal for Dept. Police

\$525.00 Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/106340 PSCC MONTHLY FEES

\$720.52

\$720.52 Subtotal for Dept. Metro Animal

1276/106341 PSCC MONTHLY FEES

\$560.40

\$560.40 Subtotal for Dept. Water

\$1,280.92 Subtotal for Vendor

PURCHASE ADVANTAGE CARD

KZ5T6Q MEETING

\$11.97

\$11.97 Subtotal for Dept. Police

\$11.97 Subtotal for Vendor

QUALITY OFFICE SOLUTIONS

0049177-001 OFFICE SUPPLIES

\$142.60

\$142.60 Subtotal for Dept. Code Enforcement

0048924-001 OFFICE SUPPLIES

\$69.74

\$69.74 Subtotal for Dept. Communications Center

0048957-001 OFFICE SUPPLIES

\$23.37

0049047-001 OFFICE SUPPLIES

\$32.75

0048940-001 OFFICE SUPPLIES

\$101.47

0049140-002 OFFICE SUPPLIES

\$74.75

0048966-002 OFFICE SUPPLIES

\$22.99

0049187-001 OFFICE SUPPLIES

\$20.88

0049140-001 OFFICE SUPPLIES

\$528.88

0049060-001 OFFICE SUPPLIES

\$451.50

0048966-001 OFFICE SUPPLIES

\$132.46

0049025-001 OFFICE SUPPLIES

\$59.93

0048977-001 OFFICE SUPPLIES

\$21.59

0049143-001 OFFICE SUPPLIES

\$26.98

\$1,497.55 Subtotal for Dept. Police

\$1,709.89 Subtotal for Vendor

R&R REST STOPS

25738 PORTABLES

\$104.65

25739 PORTABLES

\$523.71

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13
25737 PORTABLES

\$92.58
\$720.94 Subtotal for Dept. Parks
\$720.94 Subtotal for Vendor

RADIO SHACK
027671 USB CABLE

\$38.97
\$38.97 Subtotal for Dept. Police
\$38.97 Subtotal for Vendor

REALTY EXECUTIVES
0021088351 DEPOSIT/CREDIT REFUND

\$19.18
\$19.18 Subtotal for Dept. Water
\$19.18 Subtotal for Vendor

RECYCLED MATERIALS, LLC.
0725 HAULING COMPANY/WOOD CHIPS
0726 HAULING COMPANY/WOOD CHIPS

\$9,672.50
\$8,445.00
\$18,117.50 Subtotal for Dept. Property & Liability Insurance
\$18,117.50 Subtotal for Vendor

REIS ENVIRONMENTAL, INC.
1087138 CALIBRATE-MULTIRAE SYSTEMS

\$250.70
\$250.70 Subtotal for Dept. Special Assistance
\$250.70 Subtotal for Vendor

RESOURCE STAFFING
2506 FOOD SERVICE

\$354.79
\$354.79 Subtotal for Dept. Casper Events Center
\$354.79 Subtotal for Vendor

RESPOND FIRST AID, LLC.
133662 FIRST AID KIT SUPPLIES

133644 FIRST AID KIT SUPPLIES

\$257.00
\$257.00 Subtotal for Dept. Police
\$115.86
\$115.86 Subtotal for Dept. Waste Water
\$372.86 Subtotal for Vendor

RICOH USA INC
5028253258 COPIER

5028056972 COPIER

\$1,060.99
\$1,060.99 Subtotal for Dept. Communications Center
\$564.33
\$564.33 Subtotal for Dept. Police
\$1,625.32 Subtotal for Vendor

RICOH USA PROGRAM PROVIDED BY GE CAPITAL
91194777 COPIER

\$866.57
\$866.57 Subtotal for Dept. Casper Events Center
\$866.57 Subtotal for Vendor

ROBERT MORRISON
RIN00223000 REPLACE CNIC CK # 34393

\$37.98
\$37.98 Subtotal for Dept. General Fund

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$37.98 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016811221306 ELECTRICITY

\$151.64

\$151.64 Subtotal for Dept. Buildings And Grounds

AP00016111221306 ELECTRICITY

\$10,030.46

\$10,030.46 Subtotal for Dept. Parks

RIN0022928 ELECTRICITY

\$32.32

\$32.32 Subtotal for Dept. Planning

AP00016411221306 ELECTRICITY

\$54,771.49

\$54,771.49 Subtotal for Dept. Traffic

AP00016511221306 ELECTRICITY

\$22,358.13

\$22,358.13 Subtotal for Dept. Water

\$87,344.04 Subtotal for Vendor

ROOTER SEWER SERVICE INC

50862 CLOGGED SINK

\$140.00

\$140.00 Subtotal for Dept. Fire

\$140.00 Subtotal for Vendor

SAM'S CLUB

3251 CONCESSION SUPPLIES

\$23.32

8536 ALCOHOL

\$18.64

8536 OPERATING SUPPLIES-CATERING

\$21.49

\$63.45 Subtotal for Dept. Casper Events Center

9248 CLEANING PRODUCTS

\$241.37

\$241.37 Subtotal for Dept. Metro Animal

\$304.82 Subtotal for Vendor

SHEA CARR & JEWELL, INC.

44957 SKI LIFT EQUIP EVALUATION, TRA

\$8,557.83

\$8,557.83 Subtotal for Dept. Hogadon

\$8,557.83 Subtotal for Vendor

SIGMA-ALDRICH, INC.

531743871 EVIDENCE SUPPLIES

\$800.72

\$800.72 Subtotal for Dept. Police

\$800.72 Subtotal for Vendor

SKI AREA MANAGEMENT

RIN0022915 SUBSCRIPTION

\$59.00

\$59.00 Subtotal for Dept. Hogadon

\$59.00 Subtotal for Vendor

SMARSH, INC

431288 10 MONTHS OF HOSTED EMAIL ARCH

\$1,921.50

\$1,921.50 Subtotal for Dept. City Manager

\$1,921.50 Subtotal for Vendor

SMITH, ASHLEY

0021088346 DEPOSIT/CREDIT REFUND

\$46.04

\$46.04 Subtotal for Dept. Water

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$46.04 Subtotal for Vendor

SOURCE GAS DIST. LLC

201091180724	NATURAL GAS	\$6,491.94	
207408030603	NATURAL GAS	\$231.42	
		\$6,723.36	Subtotal for Dept. Aquatics
207408030475	NATURAL GAS	\$1,887.08	
		\$1,887.08	Subtotal for Dept. Balefill
201358076245	NATURAL GAS	\$155.31	
		\$155.31	Subtotal for Dept. Buildings And Grounds
201802996009	NATURAL GAS	\$4,154.43	
		\$4,154.43	Subtotal for Dept. Casper Events Center
207408030420	NATURAL GAS	\$218.54	
		\$218.54	Subtotal for Dept. Cemetery
207408030426	NATURAL GAS	\$1,365.15	
201447050884	NATURAL GAS	\$213.87	
201091181071	NATURAL GAS	\$38.18	
201091183883	NATURAL GAS	\$98.95	
		\$1,716.15	Subtotal for Dept. City Hall
207408030602	NATURAL GAS	\$1,467.81	
		\$1,467.81	Subtotal for Dept. Fire
201714010473	NATURAL GAS	\$496.88	
		\$496.88	Subtotal for Dept. Fort Caspar
201269106150	NATURAL GAS	\$2,462.39	
		\$2,462.39	Subtotal for Dept. Garage
201536033943	NATURAL GAS	\$258.65	
		\$258.65	Subtotal for Dept. Golf Course
201091180725	NATURAL GAS	\$876.08	
		\$876.08	Subtotal for Dept. Ice Arena
201091185745	NATURAL GAS	\$1,039.54	
		\$1,039.54	Subtotal for Dept. Metro Animal
201625022137	NATURAL GAS	\$15.75	
		\$15.75	Subtotal for Dept. Planning
201180129345	NATURAL GAS	\$468.88	
		\$468.88	Subtotal for Dept. Recreation
201802996570	NATURAL GAS	\$18.13	
		\$18.13	Subtotal for Dept. Sewer
207408030474	NATURAL GAS	\$4,442.91	
		\$4,442.91	Subtotal for Dept. Waste Water
201358081733	NATURAL GAS	\$36.57	
207408030452	NATURAL GAS	\$686.02	
207408030473	NATURAL GAS	\$127.61	
		\$850.20	Subtotal for Dept. Water
		\$27,252.09	Subtotal for Vendor

SPORTSMAN'S WAREHOUSE

05HON1400802LG AMMO

\$7,839.12
\$7,839.12 Subtotal for Dept. Police

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$7,839.12 Subtotal for Vendor

STANDING ROCK SANITATION SERVICE, INC 82717 TREE CLEANUP SHRED/GRIND

\$27,456.25

\$27,456.25 Subtotal for Dept. Property & Liability Insurance

\$27,456.25 Subtotal for Vendor

STAR LINE FEEDS

224355 ANIMAL FOOD

\$478.85

224657 ANIMAL FOOD

\$626.05

\$1,104.90 Subtotal for Dept. Metro Animal

\$1,104.90 Subtotal for Vendor

STARR GIORGI

RIN0022962 MILEAGE

\$39.13

\$39.13 Subtotal for Dept. Information Services

\$39.13 Subtotal for Vendor

STEWART, CALVIN

0021088352 DEPOSIT/CREDIT REFUND

\$35.65

\$35.65 Subtotal for Dept. Water

\$35.65 Subtotal for Vendor

SUBWAY

0000405550 LUNCH FOR HEALTH TALK

\$67.50

\$67.50 Subtotal for Dept. Health Insurance

\$67.50 Subtotal for Vendor

SUPERIOR SIGNS & SUPPLY, LLC.

18019 VEHICLE SIGN

\$32.93

\$32.93 Subtotal for Dept. Water

\$32.93 Subtotal for Vendor

SUTHERLAND'S CORP.

112697 WELDABLE ANGLE

\$11.58

\$11.58 Subtotal for Dept. Water

112679 CAPS & COVERS FOR VLV FOR PMPS

\$10.80

\$10.80 Subtotal for Dept. Water Treatment Plant

\$22.38 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

311140603 BEEF BRISKET, BRATWURST, HAM,

\$712.25

311010577 SALES ERROR

(\$328.80)

311080607 OPERATING SUPPLIES-CATERING

\$541.78

310040669 OPERATING SUPPLIES-CATERING

\$271.28

311220584 CONCESSION SUPPLIES

(\$148.72)

310250646 OPERATING SUPPLIES-CATERING

\$368.98

311140603 TURKEY BREAST, MUFFINS, POPCOR

\$257.36

311110356 CONCESSION SUPPLIES

\$716.17

1432967PU RETURN OF PRODUCT

(\$46.90)

311210509 OPERATING SUPPLIES-CATERING

(\$368.65)

311200505 BEEF FRITTER, TORTILLA CHIPS,

\$237.75

311200505 KETCHUP, BBQ SAUCE, FOIL BAGS

\$951.29

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

311040379 OPERATING SUPPLIES-CATERING	\$768.70	
311110356 ALCOHOL	\$29.51	
311010576 SALES ERROR	(\$55.42)	
311190565 HAMBURGER BUNS, REFRIED BEANS,	\$1,220.95	
311110356 OPERATING SUPPLIES-CATERING	\$192.18	
311080606 CONCESSION SUPPLIES	\$2,121.82	
311190565 BUTTERMILK, BEEF BRISKET, CHIC	\$2,727.55	
310310583 OPERATING SUPPLIES-CATERING	\$725.87	
\$10,894.95 Subtotal for Dept.		Casper Events Center
\$10,894.95 Subtotal for Vendor		

TALBOT PRINTING & PAPER

2592 PRINTING	\$42.00	
2597 PRINTING	\$66.00	
\$108.00 Subtotal for Dept.		Information Services
\$108.00 Subtotal for Vendor		

TERRY, SIERRA

0021088354 DEPOSIT/CREDIT REFUND	\$26.40	
\$26.40 Subtotal for Dept.		Water
\$26.40 Subtotal for Vendor		

THE GLASS WAREHOUSE

049300991 SUPPLIES	\$181.44	
\$181.44 Subtotal for Dept.		Police
\$181.44 Subtotal for Vendor		

THE HOME DEPOT

4023667 WIRE FOR RIVER REVIVAL	\$519.93	
\$519.93 Subtotal for Dept.		Refuse Collection
\$519.93 Subtotal for Vendor		

THE UPS STORE

28899345095888256 POSTAGE & SHIPPING	\$28.35	
\$28.35 Subtotal for Dept.		Balefill
28899365421888949 CCTV CONTROLLER REPAIR SHIPPNG	\$36.88	
\$36.88 Subtotal for Dept.		Sewer
\$65.23 Subtotal for Vendor		

TLO, INC

RIN0022917 BACKGROUND INFO CHECKS	\$110.50	
\$110.50 Subtotal for Dept.		Police
\$110.50 Subtotal for Vendor		

TODD, STEVE

0021088337 DEPOSIT/CREDIT REFUND	\$53.16	
\$53.16 Subtotal for Dept.		Water
\$53.16 Subtotal for Vendor		

TOP OFFICE PRODUCTS

135276 COPY CHARGES	\$49.57	
\$49.57 Subtotal for Dept.		Garage
135276 COPY CHARGES	\$68.90	

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

135275 COPY CHARGES

TOWNSQUARE MEDIA

MC-113101007 AD

MCC-113101339 AD

TROUTMAN, CHELSIE

0021088348 DEPOSIT/CREDIT REFUND

ULAM,LARAMIE

0021037535 DEPOSIT/CREDIT REFUND

UNION TELEPHONE COMPANY INC.

RIN0022943 URC RESERVOIR SCADA

UNITED PARCEL SVC.

00008F045W443 AIRBILL

UNITED STATES WELDING, INC.

5089283 CYLINDER RENTAL, OCT.

UTILITY BILL SOLUTIONS GROUP

2830 UTILITY CONSULTING SERVICES

\$68.90 Subtotal for Dept. Refuse Collection
\$116.28
\$116.28 Subtotal for Dept. Water
\$234.75 Subtotal for Vendor

\$1,500.00
\$1,500.00 Subtotal for Dept. Hogadon
\$606.00
\$606.00 Subtotal for Dept. Recreation
\$2,106.00 Subtotal for Vendor

\$30.84
\$30.84 Subtotal for Dept. Water
\$30.84 Subtotal for Vendor

\$29.34
\$29.34 Subtotal for Dept. Water
\$29.34 Subtotal for Vendor

\$139.58
\$139.58 Subtotal for Dept. Water
\$139.58 Subtotal for Vendor

\$11.91
\$11.91 Subtotal for Dept. Water Treatment Plant
\$11.91 Subtotal for Vendor

\$19.57
\$19.57 Subtotal for Dept. Water
\$19.57 Subtotal for Vendor

\$33.25
\$33.25 Subtotal for Dept. Aquatics
\$33.25
\$33.25 Subtotal for Dept. Balefill
\$33.25
\$33.25 Subtotal for Dept. Buildings And Grounds
\$33.25
\$33.25 Subtotal for Dept. Casper Events Center
\$33.25
\$33.25 Subtotal for Dept. Cemetery
\$33.25
\$33.25 Subtotal for Dept. City Attorney
\$33.25

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

	\$33.25	Subtotal for Dept.	City Hall
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	City Manager
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Code Enforcement
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Communications Center
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Council
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Engineering
2830 UTILITY CONSULTING SERVICES	\$133.00		
	\$133.00	Subtotal for Dept.	Finance
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Fire
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Fort Caspar
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Garage
2830 UTILITY CONSULTING SERVICES	\$426.89		
2830 UTILITY CONSULTING SERVICES	\$663.09		
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$1,123.23	Subtotal for Dept.	Golf Course
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Hogadon
2830 UTILITY CONSULTING SERVICES	\$33.25		
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$66.50	Subtotal for Dept.	Human Resources
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Ice Arena
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Information Services
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Metro Animal
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Municipal Court
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Parks
2830 UTILITY CONSULTING SERVICES	\$33.25		
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$66.50	Subtotal for Dept.	Planning
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Police
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Property & Liability Insurance
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Recreation

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Refuse Collection
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Sewer
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Streets
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Traffic
2830 UTILITY CONSULTING SERVICES	\$18.84		
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$52.09	Subtotal for Dept.	Waste Water
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Water
2830 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Water Treatment Plant
	\$2,438.82	Subtotal for Vendor	

VENUE COALITION, INC.

13-MU116 DUES

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

VERIZON WIRELESS

9714155564 WIRELESS

\$89.63			
\$89.63	Subtotal for Dept.	Communications Center	

9714155564 WIRELESS

\$178.32			
\$178.32	Subtotal for Dept.	Metro Animal	

9714155564 WIRELESS

\$153.07

9714155565 WIRELESS

\$2,160.78			
\$2,313.85	Subtotal for Dept.	Police	
\$2,581.80	Subtotal for Vendor		

VIBRALIGN, INC.

SPI26146 LASER ALIGN TOOL CALIBRATION

\$707.15			
\$707.15	Subtotal for Dept.	Waste Water	
\$707.15	Subtotal for Vendor		

VIPER UNDERGROUND

3 2013 MISC SANITARY SEWER

RIN0022982 CHANGE ORDER NO 3 - 2013 MISC

RIN0022981 CHANGE ORDER #2 - WASHAKIE AND

\$10,501.00			
\$8,736.50			
\$19,300.00			
\$38,537.50	Subtotal for Dept.	Sewer	
\$38,537.50	Subtotal for Vendor		

VISION SVC. PLAN

RIN0022936 COBRA PREMIUM

RIN0022937 RETIREES PREMIUM

\$30.63			
\$976.32			
\$1,006.95	Subtotal for Dept.	Health Insurance	
\$1,006.95	Subtotal for Vendor		

VOLVO CONSTRUCTION EQUIP. RENTS, INC.

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

544307-0001 LIGHT EQUIPMENT

\$599.95

\$599.95 Subtotal for Dept. Cemetery

440205-0001 REPAIRS ON STIHL

\$232.63

\$232.63 Subtotal for Dept. Weed And Pest

\$832.58 Subtotal for Vendor

W.W.C. ENGINEERING

131550004 2013 WATER MAIN REPLACEMENT PH

\$20,255.50

\$20,255.50 Subtotal for Dept. Water

\$20,255.50 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0022935 WATER USAGE

\$14.00

\$14.00 Subtotal for Dept. Water Treatment Plant

\$14.00 Subtotal for Vendor

WASTE CONNECTIONS, INC.

1843476 DISPOSAL CHG, DUMP & RETURN, R

\$726.56

\$726.56 Subtotal for Dept. Hogadon

\$726.56 Subtotal for Vendor

WASTE WATER TREATMENT

1276/108173 201 SEWER

\$217,943.82

\$217,943.82 Subtotal for Dept. Sewer

\$217,943.82 Subtotal for Vendor

WATERWORKS INDUSTRIES, INC.

123424-00 12 X 25 X 1 CC SERVICE CLAMP

\$613.00

124569-00 CHLORINE

\$63.50

124587-00 POLYWRAP

\$528.00

\$1,204.50 Subtotal for Dept. Water

\$1,204.50 Subtotal for Vendor

WEAR PARTS, INC.

302349 BAR NUNN 2 AC PARTS

\$10.50

\$10.50 Subtotal for Dept. Waste Water

302353 BOLTS FOR SCREEN WASH PUMP

\$20.19

\$20.19 Subtotal for Dept. Water Treatment Plant

\$30.69 Subtotal for Vendor

WEST GROUP

828322087 BOOKS

\$1,018.20

\$1,018.20 Subtotal for Dept. City Attorney

\$1,018.20 Subtotal for Vendor

WESTERN ECO SYSTEMS TECHNOLOGY INC.

40524 URCR WETLAND MONITORING

\$274.08

\$274.08 Subtotal for Dept. Water

\$274.08 Subtotal for Vendor

WESTERN WYOMING LOCK & SAFE

1098 KEYS MADE

\$41.00

\$41.00 Subtotal for Dept. Police

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$41.00 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0022968 MONTHLY SEWER FEES	\$3,542.00	
RIN0022968 MONTHLY SEWER FEES	(\$354.20)	
	\$3,187.80	Subtotal for Dept. Sewer
RIN0022968 MONTHLY SEWER FEES	(\$567.15)	
	(\$567.15)	Subtotal for Dept. Waste Water
	\$2,620.65	Subtotal for Vendor

WHITE, VALERIE

0021088347 DEPOSIT/CREDIT REFUND	\$49.03	
	\$49.03	Subtotal for Dept. Water
	\$49.03	Subtotal for Vendor

WILSON, ADELAIDE

0021088343 DEPOSIT/CREDIT REFUND	\$7.32	
	\$7.32	Subtotal for Dept. Water
	\$7.32	Subtotal for Vendor

WIRELESS ADVANCED COMMUNICATIONS, INC.

I-2194221 NEW RADIO PROGRAMMING	\$551.25	
I-2194147 POWER SUPPLY - STN #6	\$157.50	
	\$708.75	Subtotal for Dept. Fire
I-2193848 COMPUTER MOUNTS FOR MAC TRUCCK	\$2,853.00	
	\$2,853.00	Subtotal for Dept. Metro Animal
	\$3,561.75	Subtotal for Vendor

WITMER ASSOC.

E1127190.001 SHIELDS	\$212.00	
E1125467 HOOD, GLOVES ETC	\$799.47	
E1127190 HELMETS	\$653.77	
	\$1,665.24	Subtotal for Dept. Fire
	\$1,665.24	Subtotal for Vendor

WY. ASSOC. OF MUNICIPALITIES

13263 RETREAT	\$624.00	
	\$624.00	Subtotal for Dept. City Manager
13234 FINANCE DIRECTOR RETREAT	\$936.00	
	\$936.00	Subtotal for Dept. Finance
	\$1,560.00	Subtotal for Vendor

WY. CAMERA OUTFITTERS, INC.

8867 CAMERA REPAIR	\$164.20	
	\$164.20	Subtotal for Dept. Police
	\$164.20	Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

000062553 BRYAN STOCK TRAIL BRIDGE	\$1,158.26	
	\$1,158.26	Subtotal for Dept. Streets
RIN0022955 VEHICLE LICENSE	\$2.00	
	\$2.00	Subtotal for Dept. Garage

Bills and Claims

City of Casper

20-Nov-13 to 03-Dec-13

\$1,160.26 Subtotal for Vendor

WY. SYMPHONY ORCHESTRA
112113 2013-2014 CONCERT SEASON

\$2,055.56
\$2,055.56 Subtotal for Dept. Council
\$2,055.56 Subtotal for Vendor

WY. TAXPAYERS ASSOC.
757 MEMBERSHIP DUES FY14

\$195.00
\$195.00 Subtotal for Dept. Council
\$195.00 Subtotal for Vendor

WYATT ELECTRIC INC.
1831 REPAIRED RKI MONITOR

\$171.32
\$171.32 Subtotal for Dept. Balefill
\$171.32 Subtotal for Vendor

WYOMING ASSEMBLIES OF GOD
RIN0022929 REFUNDABLE DEPOSIT - #159437

\$200.00
\$200.00 Subtotal for Dept. Recreation
\$200.00 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.
OCT2013 YOUTH CRISIS CENTER EXPENSES

\$5,012.16
\$5,012.16 Subtotal for Dept. Social Community Services
\$5,012.16 Subtotal for Vendor

ZACK WINTER
RIN0022948 TRAVEL EXPENSES

\$37.00
\$37.00 Subtotal for Dept. Police
\$37.00 Subtotal for Vendor

Grand Total **\$1,584,041.54**

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 12/03/13

Payroll Disbursements

11/21/13	City Payroll	\$ 1,187,653.12
11/21/13	Benefits & Deductions	\$ 200,045.82

Total Payroll	<u>\$ 1,387,698.94</u>
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Additional Fees

11/25/13	Utility Online Payment - Merchant and Gateway Payment Fees	\$ 4,067.15
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Total Fees	<u>\$ 4,067.15</u>
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Additional AP

Total Additional AP	<u>\$ -</u>
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November 25, 2013

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

Recommendation:

That Council, by minute action, establish December 17, 2013, as the public hearing date for the consideration of the transfer of ownership of Retail Liquor License No. 32, formerly Hayden-Pacific-Casper, LLC, to Western States, Inc., d.b.a. Ramada Plaza Riverside located at 300 West "F" Street.

Summary:

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

As required by State Statute, a notice must be published in a local newspaper once a week for four consecutive weeks. Therefore, the earliest date the public hearing could be held is December 17, 2013. The State of Wyoming Liquor Division will duly review the application.

November 27, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Consideration of a plat creating the OYD No. 2 Subdivision

Recommendation:

That Council, by minute action, establish December 17, 2013, as the public hearing date for consideration of an ordinance approving the plat creating the OYD No. 2 Subdivision.

Summary:

The City of Casper, as the current property owner, has applied for plat approval to create the OYD No. 2 Subdivision, located at 321 West Midwest Avenue. The property is located at the southwest corner of South Ash Street and West Midwest Avenue, and encompasses approximately 22,800 square feet. The property is zoned OYDSPC (Old Yellowstone District and South Poplar Street Corridor Form Based Code), and is occupied by a vacant warehouse building. The purpose of the plat is to create two (2) lots to facilitate the redevelopment of the property by splitting the warehouse into two (2) distinct commercial spaces. Proposed Lot 1 is approximately 13,688 square feet in size, and proposed Lot 2 is approximately 9,112 square feet in size. There are no minimum lot size requirements in the OYDSPC, and the plat meets all minimum standards of the Casper Municipal Code.

The Planning and Zoning Commission approved the by a vote of 7-0 at a public hearing held on November 26, 2013. There were no public comments either for or against the plat.

OYD NO. 2 SUBDIVISION



Legend
■ Subject Property



November 27, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Consideration of a plat, and accompanying site plan for the proposed Gosfield Village Addition No. 4.

Recommendation:

That Council, by minute action, establish December 17, 2013, as the public hearing date for consideration of an ordinance approving the plat, and accompanying site plan, creating the Gosfield Village Addition No. 4.

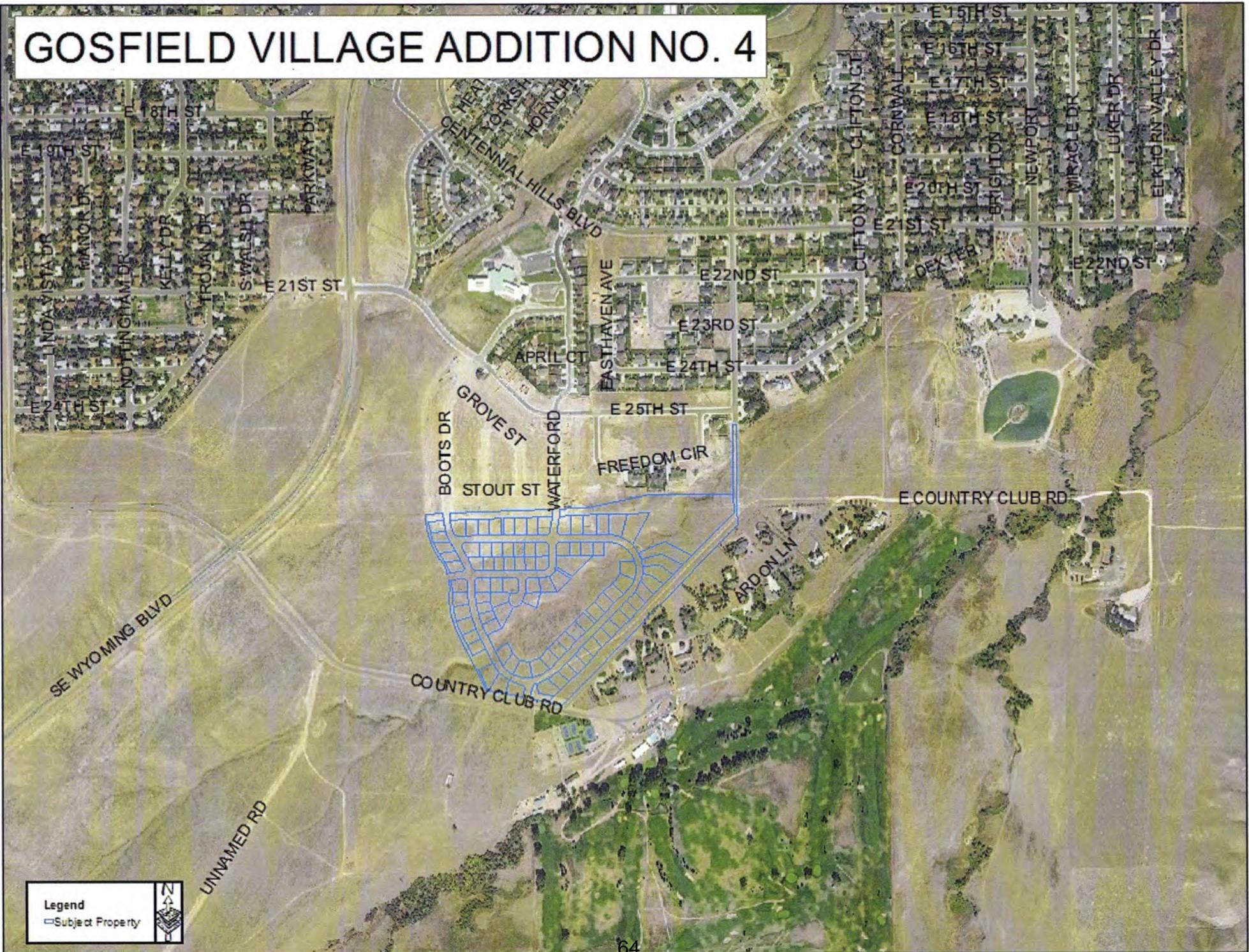
Summary:

402, LLC has submitted a plat creating the Gosfield Village Addition No. 4, a sub-area of the Centennial Hills PUD (Planned Unit Development). The Centennial Hills PUD (Planned Unit Development) was approved by the City in 2003, and encompassed approximately 250-acres. The PUD has gone through several revisions since its original inception, with the most recent revision having been approved in March of 2011. The PUD now encompasses approximately 229-acres, with fifteen (15) different “villages” or development parcels. The PUD Guidelines address general land uses, projected densities, street concepts, pedestrian facilities, park/open space concepts, and dictate the general character/type of development desired in the area. Specific lot configurations and final distribution of housing densities were not established in the PUD Guidelines; instead, those details are finalized at the time that individual villages are platted.

The accompanying PUD site plan for development parcel P-16 (Gosfield Village Addition No. 4) establishes building envelopes and street types in the proposed Gosfield Village Addition No. 4. A total of eighty-nine (89) lots are being created, encompassing 47.4-acres. The proposed lots range in size, from approximately 8,000 square feet to 30,000 square feet. The plat is also creating multiple open-space tracts throughout the development that will be utilized for pedestrian trails, open space and stormwater drainage. The applicant is proposing to construct Gosfield Village Addition No. 4 in two (2) phases. The first phase will include the north portion of the subdivision and the second phase will complete the south portion.

The Planning and Zoning Commission approved the plat and accompanying site plan by a vote of 5-0 at a public hearing held on September 24, 2013. There were eleven (11) people who spoke in opposition to the development, citing concerns about the potential impacts that the development may have on the existing developments in the surrounding area.

GOSFIELD VILLAGE ADDITION NO. 4



October 30, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Chris Walsh, Chief of Police
Tim Cortez, Fire Dept.



SUBJECT: Video Wall Purchase for new Emergency Operations Center (EOC)

Recommendation:

That Council authorize a contract to purchase and install two (2) large video walls and accompanying equipment from Live Wall Media, in the amount of \$283,350.00, to be used in the new Emergency Operations Center (EOC) located in the new dispatch facility on Landmark Drive.

Summary:

The new Emergency Operations Center (EOC) will be available to all public agencies that may be called upon during a small or large-scale incident or event, such as the October 4th snow storm. The EOC will be equipped with state-of-the-art video/data technology to enable high-speed data viewing from two large walls of screens that can act independently or together, assisting in the collaborative effort between agencies and the public.

The two walls consist of one wall at 19 feet wide by 6 feet high, and one wall at 19 feet wide by 4 feet high. All quotes include equipment purchase, installation, warranty, and training.

An RFP was published and three proposals/bids were obtained by the October 18, 2013 deadline:

Live Wall Media, Morgan Hill, CA	\$283,350.00
AVI-SPL, Tampa, FL	\$287,094.91
Cinemassive, Atlanta, GA	\$347,685.00

Live Wall Media was chosen for two reasons; it came in as the lowest bidder, and it includes an additional two-year warranty, beyond the initial one year, at no extra charge.

Funding for this project will come from the PSCC budget reserves.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2013, by and between the following parties:

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

2. Live Wall Media, 18450 Technology Drive B, Morgan Hill, CA, 95037 ("Contractor").

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

RECITALS

A. The City is undertaking the construction of a new dispatch center with an attached emergency operations center (EOC). The EOC is approximately 40 feet wide by 50 feet long and will require two different sized video walls in the EOC to view different sources of media. PDF plans of the EOC and dispatch center are available on the internet at: www.stateline7.com/911

B. The project requires professional services for the Contractor to provide video walls that can display various sources of media, a central controller that accepts various inputs for display, and can provide installation, service, and training for the project.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the services described in Attachment A in connection with and respecting the project.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 1st day of February, 2014.

3. COMPENSATION, SHIPMENT AND RISK OF LOSS:

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 Two Hundred Eighty Three Thousand Three Hundred Fifty Dollars (\$283,350.00).

Contractor shall prepare and pack for shipment all goods in accordance with good commercial practices. The City will not pay charges for packing, crating, shipping or delivery. If Contractor must ship in a more expensive manner than specified herein to comply with Buyer's required delivery date, Contractor shall pay all increased costs, unless City solely causes the necessity for and agrees in writing to pay the increased costs. Contractor shall be responsible and bear the risk of loss or damage for the goods covered by this Contract until they are delivered at the designated delivery point and accepted by the City, regardless of the point of inspection or transfer of title. Contractor shall maintain manufacturing and shipment records for at least two (2) years from the date of Contractor's shipment and the City shall have access to such records upon reasonable prior notice.

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.

Payment shall be made according to the following schedule: Fifty percent (50%) of the contract price shall be invoiced upon shipping and the final fifty percent upon completion and acceptance of the work by the City. All invoices submitted for accepted work shall be paid not later than forty five (45) days of the City's receipt of the invoice.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walter Trower

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Kenyne Schlager
Mayor

WITNESS

CONTRACTOR
Live Wall Media

By: Douglas Moffat

By: Matt Aver

Printed Name: J Douglas Moffat

Printed Name: Matt Aver

Title: SVP - Pinnacle Bank

Title: Director of Sales

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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

ATTACHMENT A

A. General Requirements:

Contractor must possess the knowledge, skills, and abilities to provide all the necessary equipment and services to ensure a successful project.

B. Specific Requirements:

1. Television Specs:

- a. The Contractor will provide commercial grade televisions with an ultra-narrow bezel to make up a video wall that is 235 inches wide by 81 inches high and another smaller wall that is 235 inches wide by 54 inches high.
- b. The viewing angle will be close to 180 degrees both horizontally and vertically.
- c. Ultra High Definition: 9600 x 3240 for the larger wall and 9600 x 2160 for the smaller wall.

2. Wall Mounting System Specs:

- a. Video Wall (VW) mounting frame will be made of aircraft grade aluminum.
- b. VW mounting will include an automatic passive and active cooling system that maintains positive airflow with maximum efficiency to prevent heat-related damage and quiet operation.
- c. VW mount will provide up to two feet of adjustment.
- d. VW freestanding mount support structure will provide adjustment on all three axes.
- e. VW mounting must accommodate building construction features as exhibited on the building plans, which are available at www.stateline7.com/911.

3. Video Wall Controller Specs:

- a. Controller will have a touch screen interface.
- b. Xeon Processor.
- c. 8GB DDR3 memory.
- d. Dual 10/100/1000 Ethernet ports.
- e. Redundant, hot swappable power supplies.
- f. Redundant, fans.
- g. Windows Based.
- h. Minimum of 32 DVI-I outputs capable of up to 2560x1600 resolution per output and 4Kx2K resolution per output GPU and 12 DVI-I inputs, upgradeable to fifty six outputs, 56 HD inputs.
- i. Video Wall Controller (VWC) data rates for video captures of at least 60 frames per second at 2560x1600 resolution for digital and 2048x1536 for analog.

- j. VWC will include full control software suite which can display any source on the wall and can size and position any source to any part of the wall with the ability to save and recall configurations.
- k. VWC will include four (4) video wall controller software client licenses.
- l. VWC will be compatible with the Crestron processors.
- m. VWC will be capable of decoding and displaying network-streamed video in MPEG 1, MPEG 2, MPEG 4, MKV, MKA, EVO, ASF, WMA, 3GP, MPEG, TS, Ogg, OGM, RMVB, VOB, MP4, JPEG2000, .MOV, QT, DivX, Xvid, AVI, WMV, RA, FLV, & SWF formats.
- n. All video output channels on VWC will have their own dedicated graphics accelerator chip.
- o. VWC will use an x86-based Windows architecture in a 5U form-factor, and be specifically designed to process a large number and variety of simultaneous video inputs and output video channels with maximum performance and reliability.
- p. The VWC will use a high performance, true PCI Express non-blocking backplane, allowing for high resolution and high frame rate video input and output.
- q. The video input and output functionality of the VWC will be controlled using the VWC software and/or by receiving RS-232 or TCP/IP commands from external controller devices from companies such as Crestron or AMX.
- r. The VWC will be built with a modular architecture through the use of the expansion systems, allowing for field expansion of functionality.
- s. The VWC will be configured to provide DVI-I inputs capable of capturing both analogue and digital video signals. Inputs can be used to capture HDMI, DVI, DisplayPort VGA, or Component video signals. All video captures are application windows and must be able to be freely positioned and resized across any part of the VWC display system.
- t. In order to ensure optimal compatibility with 3rd party streaming video methods and components, the VWC will be able to support User Datagram Protocol (UDP), Real-Time Streaming Protocol (RTSP), Real-Time Transport Protocol (RTP), Real-Time Transport Control Protocol (RTCP), Transmission Control Protocol (TCP) via LAN, P2P, IP Multicast or Unicast.
- u. The VWC will be configured to provide an alert should a hardware failure occur such as a failed power supply or hard drive.
- v. The VWC will be capable of running standard Windows applications that are Windows XP Professional or Windows 7 compatible. These applications can be moved and resized to cover any part of displays connected to the VWC.
- w. The VWC display driver will combine the attached display devices into a single logical display with a total active and addressable resolution equal to the sum total of all attached display devices.
- x. All video outputs will produce a discreet video signal.
- y. The graphics outputs will support standard display resolutions from 640x480 up to 2560 x 1600 and refresh rates up to 60 Hz. Custom display formats must also be supported via custom driver modifications.

- z. All video capture windows will have independently controllable hue, saturation; refresh rate, capture quantization brightness, and contrast.
 - aa. All video capture windows will be individually adjustable without affecting the attributes of any other window.
 - bb. The position, display settings, source, and appearance of each capture window must be stored into programmable “layouts” for immediate reconfiguration by any connected operator via the VWC software interface. Layouts will be set for any combination of capture window preferences.
 - cc. The VWC must be integrated with the VWC touch panel system. The interface for the touch panel system must be modified and customized by the VWC manufacturer.
 - dd. Industry standard connections will be provided.
4. **Video Wall Management Software:**
- a. Four (4) VuWall 2 control software licenses will be provided, along with 3 years of updates at no charge.
5. **Installation:**
- a. The Contractor will visit the worksite immediately after awarding of the Contract to ensure a successful project. This is at the Contractor’s expense. The worksite visit is tentatively scheduled for November 12-13, 2013; but, it may be changed to a date that is mutually acceptable to both parties.
 - b. Contractor will install the video walls and their associated components, and configure the video wall systems. The installation will be done in a timely manner that is consistent with the quality of workmanship in the industry, and the entire video wall system will be fully-functional, operational and working properly before the City accepts the system.
6. **Warranty:**
- a. The Contractor will provide a three (3) year, complete warranty on all parts, labor, installation and software.
 - i. The Contractor will provide on-site support, at their expense, if the issue cannot be remedied after 24 hours.
7. **Training**
- a. The contractor will provide four (4) hours of on-site training on the use of the equipment and software to City staff in Casper, Wyoming.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT WITH LIVE WALL MEDIA, TO PROVIDE AND INSTALL TWO LARGE VIDEO WALLS FOR THE NEW EMERGENCY OPERATIONS CENTER.

WHEREAS, the City of Casper desires to purchase and install two large video walls in the new Emergency Operations Center (EOC) housed in the new dispatch Center on Landmark Drive in Casper, Wyoming; and,

WHEREAS, the City of Casper desires to receive training on the use of the new video walls; and,

WHEREAS, Live Wall Media is ready, willing and able to provide such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Live Wall Media, in the amount of Two Hundred Eighty Three Thousand, Three Hundred Fifty Dollars (\$283,350).

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

November 12, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director 
Dan Coryell, Park Manager

SUBJECT: Professional Services Agreement
University of Wyoming Cooperative Extension Service

Recommendation:

That Council, by resolution, authorize an agreement with the University of Wyoming Cooperative Extension Service, to provide special services for an annual fee of \$23,739.

Summary:

The City has provided partial financial support for a horticultural extension specialist with the University for Wyoming Cooperative Extension Service for many years. The City contributes about one half of the funding for this position, with Natrona County providing about \$5,000 and the University of Wyoming the remaining direct salary, benefits, and administrative overhead required to fund the position. This is the only such position in the state.

A professional services agreement is offered for Council's consideration which defines the direct services the extension horticulturalist will provide to the City in exchange for the financial support. These services primarily involve technical support and training for staff in areas of planting and the care of plants and shrubs, and the use of pesticides and herbicides.

The contribution of the individual in this position to the management and care of plantings in the community is of great value. The extension service provides technical information and support to all Natrona County citizens. One of the primary duties of the horticulturalist is the administration and training of persons in the Master Gardeners program. The Master Gardeners provide horticulture information and on-site assistance to citizens on any matter relating to horticulture and arboriculture. Attached you will find an assessment of clientele needs, educational programs taught, educational materials developed, market and media, and the 2013 horticulture report generated by the extension specialist.

Funding for this position is budgeted from the City's allocation from the weed and pest mil levy that is independent from the General Fund. A resolution is prepared for Council's consideration.

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Casper, a Municipal Corporation, 200 North David, Casper, Wyoming, hereinafter referred to as the "City", and the University of Wyoming Extension, hereinafter referred to as the "Extension Service".

WITNESSETH that Whereas, under the Federal Smith-Lever Act, and the State Acceptance Act of 1915, and amendments thereto covering Extension programs; and the City desires additional services of an Extension Professional; and the Extension Service represents that it is ready, willing, and able to provide the professional services to the City as required by this contract; and, the City desires to retain the Extension Service to provide these services.

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

Scope of Services – Extension shall:

Attend Parks Division staff meetings on request.

Oversee vegetative plantings by staff and contractual agents of the City.

Assist staff with grant applications related to parks and other related City owned/operated facilities.

Provide review and input into landscape designs submitted by other contractual agents of the City including survival, aesthetics, maintenance, management, and water requirements.

Develop landscape designs for small park, building and grounds improvements.

Review maintenance schedules for plantings including weed control, pruning, fertilization, and pest control.

Provide public relations and information to the public.

Serve as liaison with parks user groups relating to design and plant materials.

Provide in-service training and professional improvement programs for staff.

Review formal landscape plans submitted to the City.

Provide expertise upon request relative to tree management problems including identification of hazardous trees, diagnosis, removals, pest control, and pruning.

Serve as liaison with commercial and private parties relative to new planting, removals, pruning, etc.

Make recommendations in private and public construction projects regarding construction activities which may impact vegetation.

Provide training of staff and public in pesticide application, International Society of Arboriculture certification, and Commercial Arborist licensing.

Assist City with AWater-Wise@ community education program to promote more efficient and effective water use by homeowners.

Provide an annual report of the services provided the City during the past year.

Time of Performance

The term of the agreement shall be for a period of one (1) year, commencing from July 1, 2013, through June 30, 2014.

Compensation

In consideration of the performance of services rendered under this contract, the Extension Service shall be compensated for services performed, in the amount of \$23,739. (Included in the salary amount for this year is the City's portion of the onetime 1% retention incentive.)

Method of Payment

Payment will be made subject to receipt of a voucher for payment from the Extension Service specifying that it has performed the services under this contract, in conformance with the contract, and that it is entitled to receive the amount requested under the terms of the contract.

Renewal

The Extension Service shall have the option to request an extension of this agreement for an additional one- year term under the same terms and conditions contained herein; provided, however, that the Extension Service shall give written notice of its election to exercise said option at least sixty (60) days prior to the end of the lease term. Notwithstanding this option, however, the City shall have the right within thirty (30) days after receiving said notice, to give written notice to the Extension Service that it rejects said extension, and this shall expire upon its own terms at the end of the contract term.

Extent of Agreement

The contract represents the entire and integrated contract between the City and the Extension Service, 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 and the Extension Service.

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from July 1, 2013, until June 30, 2014, unless terminated by mutual consent of the two parties involved.

In the event this agreement is terminated, the University will return unused funds contributed by the City.

Neither entity waives any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The entities specifically reserve the right to assert any and all immunities, rights and defenses they may have pursuant to the Wyoming Governmental Claims Act.

Both parties shall fully adhere to all applicable local, state, and federal laws regarding equal employment opportunity. The University's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty, and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to race, color, religion, sex, national origin, disability, age, political belief, veteran status, sexual orientation, and marital or familial status.

IN WITNESS WHEREOF, the City of Casper, has caused this agreement to be executed by its Chairman on the _____ day of _____, 2013, and the University of Wyoming has caused the same to be executed by the Purchasing Manager of the University of Wyoming.

APPROVED as to form by:

CITY OF CASPER, WYOMING, A Municipal Corporation

City Clerk

Mayor

Director
University of Wyoming Extension

Jane S. Lowe 10.25.2013

Interim VP Administration
University of Wyoming

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE UNIVERSITY OF WYOMING COOPERATIVE EXTENSION SERVICE.

WHEREAS, the City of Casper desires to obtain special services from the University of Wyoming Cooperative extension Service, including, but not limited to, assistance with landscaping design, training and public education on vegetation care and maintenance, and providing oversight on projects involving or impacting plant material; and,

WHEREAS, the University of Wyoming Cooperative Extension Services is ready, willing and able to provide these services; and,

WHEREAS, the University of Wyoming Cooperative Extension Service has agreed to provide these services for an annual fee of Twenty-Three Thousand Seven Hundred Thirty-Nine and 00/100 Dollars (\$23,739).

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 University of Wyoming Cooperative Extension Service relating to the care and installation of plant materials.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

December 3, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director *RH*
David Hill, P.E., Public Utilities Manager
Andrew B. Beamer, P.E., City Engineer *AB*
Alex Sveda, P.E., Associate Engineer

SUBJECT: Change Order No. 4 with Viper Underground, Inc., for the
2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17

Recommendation:

That Council, by resolution, authorize Change Order No. 4 with Viper Underground, Inc., for the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17, in the amount of \$50,820.

Summary:

Viper Underground, Inc., is currently under contract with the City of Casper for the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17. This project replaced 670 feet of existing 8-inch sanitary sewer clay pipe with new 8-inch PVC sanitary sewer pipe. The project also replaces 250 feet of water main pipe.

Change Order No. 4 is necessary to adjust quantities to install 4,360 square feet of concrete pavement in the alley between Center Street/David Street and 2nd Street/Midwest Ave. The existing alley consisted of cracked and pot-holed asphalt pavement that did not allow for proper drainage of storm water and snow melt, causing infiltration into the nearby sanitary sewer manholes, which is not permitted by the Department of Environmental Quality (DEQ). The alley was originally designed to replace the existing asphalt with new asphalt. Concrete was chosen as the replacement material to ensure better drainage in an otherwise flat alley. The new alley will drain into the City storm sewer system in order to meet DEQ standards and allow for safer passage of pedestrian and vehicle traffic in the alley during winter. Change Order No. 4 is also necessary to install 4,100 square feet of asphalt pavement and select backfill soils on Washakie Street. The quantities for Washakie Street result from the waterline replacement of Change Order No. 2.

The price for the additional quantities of Change Order No. 4 is \$56,820. Final completion of this project was set for October 4, 2013. Viper Underground achieved substantial completion on October 19, 2013 and final completion on October 28, 2013. Liquidated damages for late project substantial completion and final completion are \$4,200 and \$1,800, respectively, for a deduction of \$6,000.

Funding for this project is from sewer reserves for an original contract amount of \$169,075. A construction contingency account was recommended in the amount of \$9,000, for a total project amount of \$178,135. The amount of Change Order No. 1 was \$8,850, and reduced the construction contingency to \$150. Change Orders No. 2 and No. 3 increased the contract amount by \$39,550 and reduced contingency funds to \$0, for a total contract amount of \$217,535. Funding for Change Order

No. 4 will be from sewer reserve funds. Approval of Change Order No. 4 will increase the contract amount by \$50,820, for a total contract amount of \$268,355.

A resolution is prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. Four (4)

PROJECT: 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17

OWNER: City of Casper

CONTRACTOR: Viper Underground

ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: Increase in quantities of concrete pavement in the alley between Center Street/David Street and 2nd Street/Midwest Street and increase in asphalt and select backfill quantities for Washakie Street for total increase of \$56,820. Assessed liquidated damages of \$6,000.

Attachments: 'misc. sewer replacement' email and 'final billings' email from Viper Underground. Bid Schedule adjustments.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>169,135.00</u>	Original Contract Time: (days or date) Substantial Completion: September 27, 2013 Final Completion: October 4, 2013
Previous Change Orders No. <u>3</u> to <u>4</u> \$ <u>48,400.00</u>	Net change from previous Change Orders (days): <u>0</u> days
Contract Price prior to this Change Order: \$ <u>217,535.00</u>	Contract Time Prior to this Change Order: (days or date) Substantial Completion: September 27, 2013 Final Completion: October 4, 2013
Net Increase/Decrease of this Change Order: \$ <u>50,820.00</u>	Net Increase of this Change Order: (days) <u>0</u> days
Contract Price with all approved Change Orders: \$ <u>268,355.00</u>	Contract Time with all approved Change Orders: (days or date) Substantial Completion: September 27, 2013 Final Completion: October 4, 2013

ACCEPTED:
By: GORDAN
Contractor

RECOMMENDED:
By: [Signature]
Engineer

APPROVED:
By: _____
Owner

Alex Sveda

From: Geno Dangelo <viperunderground@gmail.com>
Sent: Sunday, October 06, 2013 7:32 PM
To: Alex Sveda
Subject: misc sewer replacement

Alex sorry for the slow response but been terrible busy with all the traveling and great weather here is additional bill for wonder bar alley per ramshorn totals

concrete trough 720 sf at 9.00 per ft 6480.00

6" concrete paving 440 sy at 65.00 per sy 28600.00

additional time spent on alley 128 sy additional charge of 6" concrete 8320.00

total due 43400.00

Ramshorn charge 8320 .00 additional and just billed it as 128 sy of 6" concrete hope this was all right let me know thanks geno

Alex Sveda

From: Geno Dangelo <viperunderground@gmail.com>
Sent: Tuesday, October 29, 2013 4:59 PM
To: Alex Sveda
Subject: final billings

Alex sent you a invoice added the select backfill also we will use your numbers on concrete and asphalt should be done by this Friday thanks for all your help geno

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
2	Remove 48" Sewer Manhole CE-4625 (Approx. 8.25' Depth)	EA	1	\$ 2,500.00	\$ 2,500.00
3	R&R 8" Sanitary Sewer Main	LF	670	\$ 45.00	\$ 30,150.00
4	Reinstate Service During R&R	EA	17	\$ 250.00	\$ 4,250.00
5	R&R 48" Sewer Manholes CE-4626 and CE-4630 (Depths Vary)	EA	2	\$ 6,800.00	\$ 13,600.00
6	Flow Fill Encasement	CY	133	\$ 120.00	\$ 15,960.00
7	Select Backfill	CY	2320	\$ 21.00	\$ 48,720.00
8	Capped Manhole Inverts and Stubouts	EA	5	\$ 100.00	\$ 500.00
9	Curbwalk	SF	170	\$ 9.00	\$ 1,530.00
10	4" PMP and 8" Grading "W" Base Course	SY	352	\$ 45.00	\$ 15,840.00
11	6" PCCP and 6" Grading "W" Base Course	SY	125	\$ 65.00	\$ 8,125.00
12	7" Concrete Trough and 6" Grading "W" Base Course	SF	340	\$ 9.00	\$ 3,060.00
13	6" PMP and 12" Grading "W" Base Course	SY	20	\$ 120.00	\$ 2,400.00
14	Furnish and Install Temporary Traffic Control	LS	1	\$ 7,500.00	\$ 7,500.00
Total Base Bid (Addition of Items 1-14)					\$ 169,135.00

232 SF x \$9/SF
= \$2,088

1. Concrete Trough: 720SF x \$9/SF = \$6,480
2. 6" Concrete Paving: 440 SY x \$65/SY = \$28,600
3. Removal and Replacement of Asphalt/Concrete: 128 SY x \$65/SF = \$4,160
(adj. to fit into Line item 11)
ADJUSTED PER BID SCHEDULE
1. \$6,480 - \$2,088 = \$4,392
2. \$28600 - \$8,125 = \$20,475
3. _____ \$8,320
TOTAL Chg Order No. 5: \$33,187.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 WITH VIPER UNDERGROUND, INC., FOR PAVING QUANTITY ADJUSTMENTS AND A TIME EXTENSION FOR THE 2013 MISCELLANEOUS SANITARY SEWER REPLACEMENT

WHEREAS, Viper Underground, Inc., is under contract with the City of Casper for the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17; and,

WHEREAS, the City of Casper desires to increase concrete paving, asphalt paving and select backfill quantities and assess liquidated damages for Change Order No. 4 of the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute Change Order No. 4 to the agreement between the City of Casper and Viper Underground, Inc., for performing additional work related to the 2013 Miscellaneous Sanitary Sewer Replacement for a contract price increase of Fifty Thousand Eight Hundred Twenty Dollars (\$50,820).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Two Hundred Sixty-Eight Thousand Three Hundred Fifty-Five Dollars (\$268,355).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

December 3, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director *ex*
David Hill, P.E., Public Utilities Manager
Andrew B. Beamer, P.E., City Engineer *AB*
Alex Sveda, P.E., Associate Engineer

SUBJECT: Change Order No. 2 with Casper Electric, Inc., for the
Oakcrest Booster Station Emergency Generator, Project No. 12-69

Recommendation:

That Council, by resolution, authorize Change Order No. 2 with Casper Electric, Inc., for the Oakcrest Booster Station Emergency Generator, Project No. 12-69, in the amount of \$9,625.

Summary:

Casper Electric, Inc., is currently under contract with the City of Casper for the Oakcrest Booster Station Emergency Generator, Project No. 12-69. This project will provide permanent stationary emergency power at the Oakcrest booster pump station which distributes water from the ten million gallon City reservoir.

Change Order No. 2 is necessary to modify the System Control and Data Acquisition (SCADA) used by Casper Public Utilities to allow for monitoring of the Oakcrest Booster Station generator.

The original contract amount for this project was \$259,635, and contingency was set at \$46,500, for a total project amount of \$306,135. Change Order No. 1 reduced the construction contingency to \$30,582. This Change Order will reduce construction contingency to \$20,957, and the new contract amount will be \$285,178.

Funding for the project is from Casper Public Utilities water funds.

A resolution is prepared for Council's consideration.

CASPER ELECTRIC
 3150 E. Yellowstone Hwy.
 CASPER, WY 82609
 (307) 237-3003
 FAX (307) 237-3009

CHANGE ORDER

NUMBER: C/O #2

414

X **ADDITIONAL WORK ORDER**

TO CITY OF CASPER
 ATTN: ANDREW BEEMER
 200 N. DAVID
 CASPER, WY 82601

PHONE 235-8441	DATE 11/15/2013
JOB NAME / LOCATION OAKCREST BOOSTER STATION EMERGENCY GENERATORS	
CONTRACT / JOB NUMBER VERBAL/ANDREW	JOB PHONE

We hereby agree to the change(s) or additional work specified below:

CASPER ELECTRIC WILL PROVIDE AND INSTALL PROGRAMMING AND DRAWING UPDATES (BY AUTOMATION & ELECTRONICS, INC.) TO FACILITATE SCADA COMMUNICATIONS WITH THE WATER TREATMENT PLANT.

OUR PRICE TO DO THE ABOVE JOB WILL BE \$9,625.00

THIS PRICE INCLUDES ALL TAXES AND ELECTRICAL PERMITS.
 THIS PRICE DOES NOT INCLUDE ANY POWER COMPANY CHARGES OR FEES.

DUE TO FREQUENT FLUCTUATIONS IN THE PRICING OF CONDUIT, WIRE, AND OTHER MATERIALS, THIS PRICE MAY NEED TO BE ADJUSTED TO COMPENSATE FOR ANY INCREASES THAT MAY OCCUR DURING THE COMPLETION OF THIS JOB.

IF YOU HAVE ANY FURTHER QUESTIONS PLEASE FEEL FREE TO CALL.

RESPECTFULLY,

BEN W. HANSULD
 CASPER ELECTRIC

NOTE: This Change Order becomes part of and in conformance with the existing contract.

We Agree hereby to make the change(s) specified above at this price 		9,625.00
Date of agreement: 11-15-2013	PREVIOUS CONTRACT AMOUNT	
Authorized Signature: <i>Ben Hansuld</i> (CONTRACTOR)	REVISED CONTRACT TOTAL	9,625.00

Payment will be made as follows:
MONTHLY PROGRESS PAYMENTS

Accepted — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature _____ (OWNER)

Date of acceptance: _____



MEMORANDUM

CASPER

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

Date: November 15, 2013
To: Alex Sveda, City of Casper
From: Chris Kost, West Plains Engineering, Inc.
Re: Oakcrest Booster Station Emergency Generator
City Project No. 12-69
WPE Project No. BC13013
Review of Proposal for SCADA Programming and Drawing Updates

Alex,

West Plains Engineering, Inc. has reviewed the Contractor's proposed pricing to modify the SCADA programming and update control drawings. We find the proposed price of \$9,625.00 to be reasonable and fair, and we recommend acceptance.

Please contact us if you have any questions, comments, or concerns.

END OF MEMO

XC: Ben Hansuld, Casper Electric
WPE File

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH CASPER ELECTRIC, INC., FOR SCADA MODIFICATIONS FOR THE OAKCREST BOOSTER STATION EMERGENCY GENERATOR

WHEREAS, Casper Electric, Inc., is under contract with the City of Casper for the Oakcrest Booster Station Emergency Generator, Project No. 12-69; and,

WHEREAS, the City of Casper desires to modify the System Control and Data Acquisition (SCADA) used by Casper Public Utilities to allow for monitoring of the Oakcrest booster station generator for Change Order No. 2 of the Oakcrest Booster Station Emergency Generator Project; and,

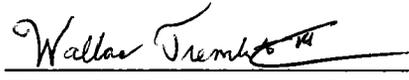
WHEREAS, Casper Electric, Inc., is able and willing to complete the work for Change Order No. 2.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute Change Order No.2 to the agreement between the City of Casper and Casper Electric, Inc., for performing additional work related to the Oakcrest Booster Station Emergency Generator Project for a contract price increase of Nine Thousand Six Hundred Twenty- Five Dollars (\$9,625.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Two Hundred Eighty-Five Thousand One Hundred Seventy-Eight Dollars (\$285,178.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

December 3, 2013

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: 2013 Misc. Water Main Replacement Phase I, North Casper Sewer Main Abandonment, Project No. 13-19

Recommendation:

That Council, by resolution, authorize Change Order No. 2 with Grizzly Excavating and Construction, LLC (Grizzly), for a time extension of one (1) day and a price increase of \$17,361.50, as part of the 2013 Misc. Water Main Replacement Phase I and North Casper Sewer Main Abandonment, Project No. 13-19.

Summary:

Grizzly is under contract with the City of Casper for the 2013 Misc. Water Main Replacement Phase I and North Casper Sewer Main Abandonment Project. Under the terms of this contract, the project includes replacing old maintenance intensive water mains and rerouting twelve (12) residential sewer services off of an 1905 sewer main that runs under residential houses and places the services on to new sewer mains in the alleys. The water main replacements are in various locations within the City.

The contract with Grizzly was for \$886,597. The project was substantially completed on October 31, 2013, with the cost of \$17,361.50 over the contract amount for a completed project cost of \$903,958.50. The increase in cost for the project within this change order is due to quantity variations that were experienced while completing the project.

As part of this change order Grizzly has also requested fourteen (14) additional days to be added to the contract. The consulting engineering firm has recommended that only six (6) of those days are warranted to be considered as valid. However, City staff recommends granting one (1) day of extension do to the fact that substantial completion of the project was granted one (1) day beyond the contract completion date. The one (1) day granted for a time extension is for weather encountered during the month of October.

City staff recommends a time extension of one (1) additional day to be added to the contract and an increase in contract price of \$17,361.50, due to quantity variations during the completion of the project. Engineering staff has reviewed this request and finds it reasonable. The funds to pay for this additional cost will come from the contract contingency account, leaving a balance of \$62,638.50. The final contract amount with Grizzly will be \$903,958.50 with approval of this change order.

A resolution is prepared for Council's consideration.

CHANGE ORDER

No. 2

PROJECT 13-19 2013 Water Main Replacement, Phase 1 & North Casper Sewer Main Abandonment

DATE OF ISSUANCE 11/18/13 EFFECTIVE DATE 10/25/13

OWNER City of Casper
 OWNER'S CONTRACT NO N/A
 CONTRACTOR Grizzly Excavating and Construction ENGINEER ECS Engineers

You are directed to make the following changes in the Contract Documents.

Description: Changes to the final quantities for the project. Additional days awarded for weather which the contractor could not work.

Attachments: Letter of request from Keith Baldwin (previously submitted) of Grizzly Excavating and Construction, Letter of approval from ECS Engineers, spreadsheet of final quantities

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>885,217</u>	Original Contract Times Substantial Completion: <u>October 25, 2013</u>
Net changes from previous Change Orders No. <u>1</u> \$ <u>1380.00</u>	Net change from previous Change Orders No. <u>1</u> to No. <u>1</u> <u>5</u> days
Contract Price prior to this Change Order \$ <u>886,597.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>October 25, 2013</u> <i>JK</i> <u>30</u>
Net Increase (decrease) of this Change Order \$ <u>17,361.50</u>	Net Increase (decrease) of this Change Order <u>18</u> <i>JK</i> days
Contract Price with all approved Change Orders \$ <u>903,958.50</u>	Contract Times with all approved Change Orders Substantial Completion: <u>October 31, 2013</u>

RECOMMENDED:

By: *Ben Ford*
 Engineer (Authorized Signature)
 Signature)

Date: 11/19/13

APPROVED:

By: _____
 Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: *Jim L...*
 Contractor (Authorized)

Date: 11/19/2013

EJCDC No. 1910-8-B (1990 Edition)

Z:_Active\130054_COC_2013 Misc Water Phase I\Project Docs\Field Order, Work Change Directive, & Change Order\Phase I Water Change Order # 2.doc



November 20, 2013
Jason Knopp, P.E.
Associate Engineer
City of Casper

Re: Water main Replacement Project #13-19 Change Order 2.

The Contractor has submitted a written request for extension of time for substantial completion of the Water Main Replacement Project #13-19. They have cited a few reasons for the time extension including mainly weather conditions too adverse to perform the work of the project.

In total they are requesting 14 days for various reasons (See attached request). ECS engineers have reviewed our records of when the contractor was able to work in accordance with the contract documents and have come to the following conclusion and recommendation. Grizzly Excavating and Construction be granted six days due to weather conditions rendering the sites unable to perform work. Those dates are:

- October 3-6 (4 days) – 18 inches of snow – unable to work when the snow was on the ground.
- October 14 (1 day) – snow on this day – contractor worked for short time due to moisture.
- October 21 (1 day) – snow the day before – too much moisture to work on site (contractor worked half day).

We have observed these delays and find them all to be reasonable and realistic. ECS recommends that The Owner (City of Casper) approve the Contractor's (Grizzly Excavating and Construction) additional requested days, extending the contract deadline for substantial completion to October 31, 2013. I am attaching diaries for those days, if no diary is attached no work was performed that day.

The monetary changes in this change order reflect the final quantities of the job. We are simply making the final adjustments to reflect what was actually completed. ECS has reviewed and approves the requested amount.

If you have any questions or if you would like to discuss this further please feel free to contact me at any time.

Burt Andreen

A handwritten signature in blue ink that reads 'Burt Andreen'.

Resident Project Representative
ECS Engineers
(307) 267-6383

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

WISCONSIN PROFESSIONAL ENGINEERING REGISTRATION NUMBER: 36190-PC-0000000000

AN EQUAL OPPORTUNITY EMPLOYER

1607 CY AVENUE, SUITE 102 – CASPER, WY 82604 – PHONE: 307.337.2883

FAX: 888.424.6090

WEB: www.ecsengineers.net

Quantity Tabulation

2013 Miscellaneous Water Main Replacement Phase I & North Casper Sewer Main Abandonment - Project No. 13-19

Bid Date: 6/4/13

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ORIGINAL CONTRACT		FINAL QUANTITY		% Comp	Change Order #2	
				UNIT COST	TOTAL COST	FINAL QUANTITY	ACTUAL COST		Quantity	Total
1	Mobilization and Bonds	LS	1	\$ 72,740.00	\$ 72,740.00	1	\$ 72,740.00	100.00%	0	\$0.00
2	4-inch PVC Waterline	LF	10	\$ 35.00	\$ 350.00	10	\$ 350.00	100.00%	0	\$0.00
3	8-inch DIP Waterline	LF	1,500	\$ 45.40	\$ 68,100.00	1,500	\$ 68,100.00	100.00%	0	\$0.00
4	8-inch PVC Waterline	LF	2,900	\$ 30.86	\$ 89,494.00	2,900	\$ 89,494.00	100.00%	0	\$0.00
5	8-inch Gate Valves	EA	22	\$ 1,495.00	\$ 32,890.00	24	\$ 35,880.00	109.09%	2	\$2,990.00
6	8-inch Fittings	EA	13	\$ 712.00	\$ 9,256.00	13	\$ 9,256.00	100.00%	0	\$0.00
7	12-inch PVC Waterline	LF	825	\$ 41.20	\$ 33,990.00	825	\$ 33,990.00	100.00%	0	\$0.00
8	12-inch Gate Valves	EA	2	\$ 2,540.00	\$ 5,080.00	2	\$ 5,080.00	100.00%	0	\$0.00
9	12-inch Fittings	EA	2	\$ 900.00	\$ 1,800.00	2	\$ 1,800.00	100.00%	0	\$0.00
10	F&I Fire Hydrant Assembly	EA	14	\$ 6,900.00	\$ 96,600.00	14	\$ 96,600.00	100.00%	0	\$0.00
11	Connect to Existing Pipelines	EA	22	\$ 1,470.00	\$ 32,340.00	23	\$ 33,810.00	104.55%	1	\$1,470.00
12	3/4-inch Water Service Reconnection	EA	68	\$ 715.00	\$ 48,620.00	78	\$ 55,770.00	114.71%	10	\$7,150.00
13	F&I 1-inch Service Assembly	EA	33	\$ 760.00	\$ 25,080.00	26	\$ 19,760.00	78.79%	-7	(\$5,320.00)
14	F&I Test Stations	EA	2	\$ 1,069.00	\$ 2,138.00	2	\$ 2,138.00	100.00%	0	\$0.00
15	Remove 48-inch Sanitary Sewer Manhole (Depths Vary)	EA	4	\$ 1,234.00	\$ 4,936.00	6	\$ 7,404.00	150.00%	2	\$2,468.00
16	F&I 48-inch Sanitary Sewer Manhole (Depths Vary)	EA	3	\$ 3,063.00	\$ 9,189.00	3	\$ 9,189.00	100.00%	0	\$0.00
17	F&I 4-inch Sanitary Sewer Service	LF	840	\$ 47.60	\$ 39,984.00	860	\$ 40,936.00	102.38%	20	\$952.00
18	Select Backfill	CY	5,400	\$ 14.80	\$ 79,920.00	5,120	\$ 75,776.00	94.81%	-280	(\$4,144.00)
19	Curb and Gutter	LF	120	\$ 22.00	\$ 2,640.00	338	\$ 7,436.00	281.67%	218	\$4,796.00
20	Concrete Sidewalk	SF	420	\$ 4.00	\$ 1,680.00	910	\$ 3,640.00	216.67%	490	\$1,960.00
21	Concrete Valley Gutter	SY	50	\$ 63.00	\$ 3,150.00	182	\$ 11,466.00	364.00%	132	\$8,316.00
22	4" PMP and 8" Grading "W" Base Course	SY	7,125	\$ 31.00	\$ 220,875.00	7,000	\$ 217,000.00	98.25%	-125	(\$3,875.00)
23	Flow Fill Encasement	CY	30	\$ 85.50	\$ 2,565.00	37	\$ 3,163.50	123.33%	7	\$598.50
24	Traffic Control	LS	1	\$ 1,800.00	\$ 1,800.00	1	\$ 1,800.00	100.00%	0	\$0.00
CO1	Striping	LS	1	\$ 1,380.00	\$ 1,380.00	1	\$ 1,380.00	100.00%	0	\$0.00
TOTAL					\$ 886,597.00		\$903,958.50			\$17,361.50

Prepared By ECS Engineers.

Burt Anderson



Regarding: **2013 WATERMAIN REPLACEMENT, PHASE I & North CASPER**

SEWER MAIN ABANDONMENT

PROJECT NO.13-19

Date: **10/21/2013**

Attention: **Andrew Beamer**

Subject: **Request for More Time.**

Grizzly Excavating and Construction is at this time requesting extra time on said project. We are presenting the following for your review.

Work days missed due to weather and including dry up days.

1. Thru- Oct/ 3 /2013 Snow
2. Fri – Oct/ 4 /2013 Snow
3. Sat – Oct/5 / 2013 Dry up
4. Sun – Oct/6 /2013 Dry up
5. Mon – Oct/7/ 2013 Dry up
6. Sun - Oct/ 13/ 2013 Rain
7. Mon – Oct/ 14/ 2013 Snow/Rain
8. Tues- Oct/15/ 2013 Snow
9. Wed-Oct/16/2013 Dry up
10. Thru-Oct/ 17/2013 Dry up
11. Fri – Oct/18/2013 Dry up
12. Sat – Oct /19/ 2013 Dry up
13. Sun – Oct/20/2013 Rain
14. Mon- Oct/21/2013 dry up (worked 4 hour & stopped) Regulations say 5 hours makes a day.

Keith Baldwin

Estimator / Project Manager

Grizzly Excavating and Construction, LLC

3441 Burd Road

Casper, Wyoming 82601

Weather History for Casper, WY

Month of October, 2013

Month of October, 2013

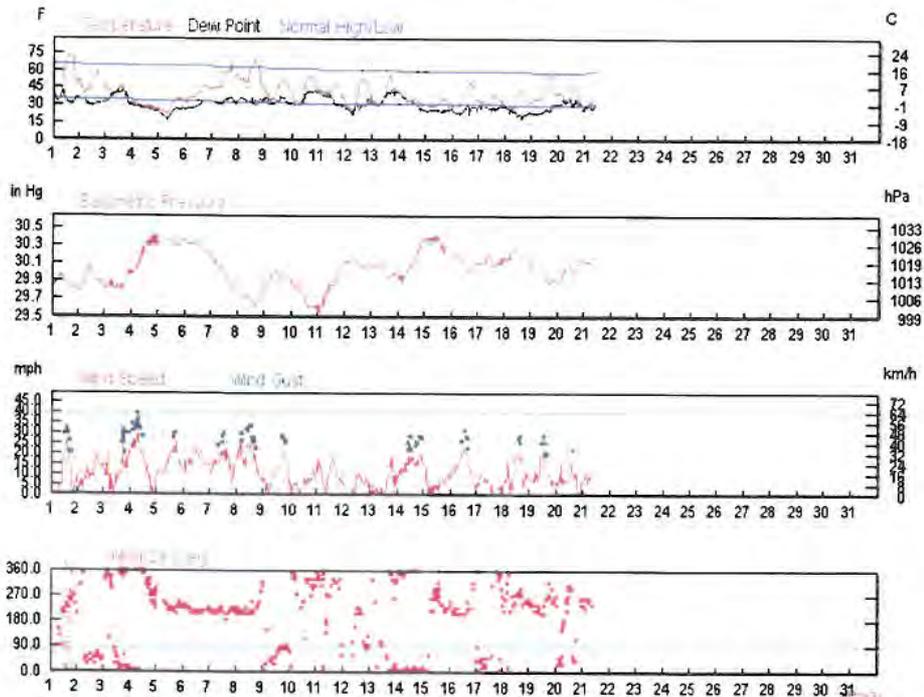
Previous Month

October 21 2013 View

Next Month

Daily Weekly Monthly

	Max	Avg	Min	Sum
Temperature				
Max Temperature	73 °F	50 °F	31 °F	
Mean Temperature	55 °F	41 °F	28 °F	
Min Temperature	44 °F	31 °F	19 °F	
Degree Days				
Heating Degree Days (base 65)	37	24	10	510
Cooling Degree Days (base 65)	0	0	0	0
Growing Degree Days (base 50)	5	1	0	11
Dew Point				
Dew Point	43 °F	31 °F	17 °F	
Precipitation				
Precipitation	1.54 in	0.17 in	0.00 in	3.03 in
Snowdepth	10.0 in	1.2 in	0.0 in	-
Wind				
Wind	31 mph	11 mph	0 mph	
Gust Wind	47 mph	26 mph	16 mph	
Sea Level Pressure				
Sea Level Pressure	30.43 in	30.04 in	29.55 in	



Go to the Source

Monthly Calendar Weather History Overview

Precipitation: To date 3.03 Normal to date 0.58 Normal month total 1.11

View the Weather Calendar

Previous Month

2013

October 2013

2014

Next Month

(18 inches)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
		Actual: 75 34 Precip: 0.00 Average: 68 38 Precip: 0.04	Actual: 58 38 Precip: 0.00 Average: 55 35 Precip: 0.04	Actual: 46 31 Precip: 1.54 Average: 55 35 Precip: 0.05 BA	Actual: 31 26 Precip: 0.60 Average: 54 34 Precip: 0.04 BA	Actual: 36 19 Precip: 0.02 Average: 54 34 Precip: 0.04 BA
6	7	8	9	10	11	12
Actual: 44 35 Precip: 0.00 Average: 64 34 Precip: 0.03 BA	Actual: 47 44 Precip: 0.00 Average: 53 33 Precip: 0.04	Actual: 78 39 Precip: 0.00 Average: 51 33 Precip: 0.04	Actual: 51 33 Precip: T Average: 52 33 Precip: 0.03	Actual: 57 32 Precip: 0.25 Average: 52 32 Precip: 0.04	Actual: 60 29 Precip: 0.20 Average: 51 32 Precip: 0.03	Actual: 58 24 Precip: 0.00 Average: 61 32 Precip: 0.04
13	14	15	16	17	18	19
Actual: 57 31 Precip: 0.15 Average: 51 32 Precip: 0.04 BA	Actual: 40 30 Precip: 0.12 Average: 53 31 Precip: 0.03 BA	Actual: 36 28 Precip: 0.01 Average: 60 31 Precip: 0.04	Actual: 51 28 Precip: 0.00 Average: 53 31 Precip: 0.04	Actual: 40 30 Precip: T Average: 53 31 Precip: 0.03	Actual: 44 26 Precip: T Average: 53 30 Precip: 0.04	Actual: 59 33 Precip: 0.00 Average: 59 30 Precip: 0.03
20	21	22	23	24	25	26
Actual: 47 28 Precip: 0.14 Average: 53 30 Precip: 0.04 BA	Actual: 33 30 Precip: 0.00 Average: 53 31 Precip: 0.01 BA	Forecast: 58 34 Partly Cloudy Average: 57 30 Precip: 0.03	Forecast: 59 34 Clear Average: 57 29 Precip: 0.04	Forecast: 58 36 Clear Average: 56 29 Precip: 0.03	Forecast: 59 36 Clear Average: 56 29 Precip: 0.03	Forecast: 58 36 Clear Average: 55 29 Precip: 0.03
27	28	29	30	31		
Forecast: 58 - Partly Cloudy Average: 55 28 Precip: 0.04	Record: 75 7 Precip: 0.99 Average: 55 28 Precip: 0.03	Record: 75 -1 Precip: 0.41 Average: 54 28 Precip: 0.04	Record: 75 -3 Precip: 0.31 Average: 54 28 Precip: 0.03	Record: 70 2 Precip: 0.31 Average: 53 27 Precip: 0.03		

Calendar Legend



Actual: 70 58	Data Category
Precip: 0.00	Condition
Average: 71 53	High Temp.
Precip: 0.03	Lo Temp.
	Precip. (in inches)
	Daily Avg. Temp.
	Temps in °F
	-80 -30 0 30 60 90 120

OCT 21: If You Owe Less Than \$625,000 On Your Home, Use Obama's Refi Program
 If you owe less than \$625,000 on your home, use Obama's Refi Program. You'll be shocked when you see how much you can save.

Click Your Age:

Under 25	26-35	36-45	46-55	Over 55
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Calculate New Payment

Daily Weather History & Observations

2013 Oct	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Press. (in)			Visibility (mi)			Wind (mph)			Precip. (in)	Events
	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	low	high	avg	high		
1	73	54	34	41	35	31	100	82	23	29.97	29.87	29.78	10	10	10	28	8	36	0.00	
2	58	48	38	35	32	29	85	61	36	30.07	29.91	29.79	10	10	10	20	10	24	0.00	
3	46	39	31	43	37	30	100	80	60	30.01	29.88	29.81	10	6	0	25	12	31	1.54	Fog, Rain, Snow
4	31	29	26	30	27	25	100	96	92	30.42	30.21	29.99	3	1	0	29	16	39	0.60	Fog, Snow
5	36	28	19	27	24	17	85	77	69	30.39	30.35	30.29	10	10	10	28	14	31	0.02	

Colored Circles: PWS

2013	Temp. (°F)			Dew Point (°F)			Humidity (%)			Sea Level Press. (in)			Visibility (mi)			Wind (mph)			Precip. (in)	Events
	48	42	35	34	31	27	75	68	60	30.35	30.28	30.17	10	10	10	25	17	31	0.00	
	65	55	44	37	34	31	65	50	34	30.16	29.95	29.77	10	10	10	28	17	36	0.00	
	70	55	39	37	34	30	85	56	26	29.84	29.71	29.62	10	10	10	31	16	37	0.00	
	53	43	33	38	34	31	89	72	54	30.01	29.94	29.86	10	10	10	26	11	31	T	
	57	45	32	43	38	30	96	78	59	29.88	29.70	29.55	10	9	4	15	6	22	0.25	Rain
	50	40	29	41	36	29	100	75	50	30.10	29.82	29.56	10	9	5	21	10	26	0.20	Rain
	54	39	24	35	29	22	100	69	38	30.18	30.11	30.05	10	10	10	15	4	20	0.00	
	57	44	31	43	38	30	100	78	55	30.12	30.03	29.94	10	6	0	20	5	24	0.15	Fog, Rain, Thunderstorm
	40	35	30	40	33	26	100	91	82	30.37	30.08	29.89	10	7	1	26	15	33	0.12	Rain, Snow
	36	32	28	27	26	24	92	78	64	30.43	30.33	30.23	10	9	4	18	6	47	0.01	Snow
	51	40	29	30	26	23	92	63	33	30.22	30.11	30.00	10	10	10	25	13	31	0.00	
	40	35	30	32	29	27	96	78	59	30.20	30.13	30.08	10	10	10	12	5	14	T	
	44	35	26	29	24	19	100	70	39	30.28	30.18	30.12	10	10	4	24	11	32	T	Snow
	59	46	33	32	27	23	76	52	28	30.07	29.97	29.87	10	10	10	24	10	29	0.00	
	49	38	26	36	33	26	100	75	50	30.18	30.04	29.88	10	10	6	21	7	26	0.14	Rain
	39	33	30	30	29	28	96	81	70	30.18	30.14	30.11	10	10	10	13	9	-	0.00	

© Corona Command File

①

LOG BOOK #2

Projects (continued)

13-7527 2013 Water Main Replacement Phase I

Log Book start date: 10/3/2013

Log Book finish date:

Cancelled
~~9/30/2013~~

Peter Melendez 9/20/2013

10/3/2013

②

13-7527 2013 Water main Replacement Phase I

08:00 Ground Engineering Arrived on site at Coffman Avenue Grizzly was on site working on water main

08:10 Ground Engineering spoke with Todd from Grizzly about the days work and weather conditions

Note, Grizzly utilized end dump trucks and side dump semi trailers to remove and import material on site

10:30 Grizzly broke sewer line at 2110 Coffman Avenue sent for parts to repair line

10:35 Bob with ECS arrives on site to check progress

11:39 parts arrive for broken sewer line Grizzly started repair

11:40 Grizzly starts saw cutting asphalt on Sage Avenue

12:15 Grizzly breaks for lunch

~~12:30~~^{PM} Grizzly returns from lunch and

12:45 resumes work on water line

12:50 Grizzly finishes repair on sewer line at 2110 Coffman Avenue

10/3/2013 Sat AM

③

10/3/2013

13-7527 2013 Water Line Replacement Phase I

13:30 Ground Engineering Leaves Site

6/12217 is placing their last pipe
for the day and cleaning up site.

10/3/2013
SM

10/3/2013 Scott A. Moore

(17)

10/11/2013

13-7527 2013 Water Main Replacement Phase I

13:49 Grizzly repaired sewer service for 1835 Cottman Avenue that they cut earlier to place waterline.

13:57 Grizzly hand mixed concrete for hydrant thrust collar at STA 6+60

Note; Ground Engineering periodically performed material testing on backfill placed for the waterline.

15:00 Grizzly continues on placement of waterline. Ground Engineering leaves site for the day.

PM

10/11/2013

Peter M. Slank 10/11/2013

10/14/2013

(18)

13-7527 2013 Water Main Replacement Phase I

08:22 Ground Engineering arrived on site at Cottman Avenue location and main Grizzly crew was not in site; however, one Grizzly worker was saw cutting on Cottman Ave.

08:31 Ground Engineering arrived on site at Jefferson Street. Grizzly workers were on site waiting for Todd to ~~arrive~~ arrive.

08:42 Todd with Grizzly arrived with job trailer and plan to start work.

08:51 Ground Engineering spoke with Todd about work on this date. Grizzly can't get concrete and with the weather, Grizzly plans to not work on the main line today. Grizzly plans on working on minor parts of the project today.

08:55 Ground Engineering leaves site for the day.

PM 10/14/2013

Peter M. Slank 10/14/2013

GRIZZLY EXCAVATING AND CONSTRUCTION LLC

3441 Burd Rd.
Casper, WY 82601
Phone (307) 265-4328

COR

For: City of Casper

Date: 11-12-2013

Project: 2013 Water Main Replacement

ALL WORK DESCRIBED HEREIN SHALL BE COMPLETED AS DESCRIBED/SHOWN ON THE SPECIFICATIONS, PLANS, AND/OR OTHER DOCUMENTS WHICH HAVE BEEN PROVIDED TO GRIZZLY EXCAVATING AND CONSTRUCTION LLC.

GRIZZLY RESERVES THE RIGHT TO MODIFY THIS PROPOSAL and/or AMOUNT BID SHOULD SUCH WORK CHANGE.

UNLESS OTHERWISE AGREED, ADDITIONAL WORK NOT CALLED FOR IN THE PLANS (OR NECESSARY THERETO) SHALL BE PERFORMED ON A TIME AND MATERIAL BASIS.

THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS AND SHALL BECOME NULL AND VOID UNLESS ACCEPTED PRIOR TO THAT DATE.

1023 North Kimball

The following is the cost of removing the debris in back yard. We will haul the debris to the City of Casper landfill. We estimate 6 loads of debris.

Cost: \$2978.00

Exclusions: The following costs/work are not included in this proposal and may result in additional costs if required. GRIZZLY EXCAVATING AND CONSTRUCTION LLC will notify you if such will be required and/or the amount therefore once such becomes known.

Additional Terms:

1. Payments of invoices are due within thirty (30) days of the date shown on the invoice.
2. Any payment not received within thirty (30) days of such date shall be subject to interest in the amount of 1.5% per month (18 apr).
3. **SHOULD SUCH BILL BE TURNED OVER FOR COLLECTION, DEBTOR SHALL BE LIABLE FOR ANY AND ALL RESULTING COSTS INCLUDING WITHOUT LIMITATION COURT COSTS, AND REASONABLE ATTORNEY FEES.**

DATED this 12th day of Nov, 2013

GRIZZLY EXCAVATING AND CONSTRUCTION LLC

Accepted By: Burt Andreen
ECS Engineers

By: Gary R. Hall

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH GRIZZLY EXCAVATING AND CONSTRUCTION, LLC, FOR THE 2013 MISCELLANEOUS WATER MAIN REPLACEMENT PHASE I AND NORTH CASPER SEWER MAIN ABANDONMENT PROJECT.

WHEREAS, Grizzly Excavating and Construction, LLC, is performing services under the terms of an agreement with the City of Casper for the 2013 Miscellaneous Water Main Replacement Phase I and North Casper Sewer Main Abandonment Project, No. 13-19; and,

WHEREAS, the City of Casper desires to direct the contractor to perform additional work to complete the project; and,

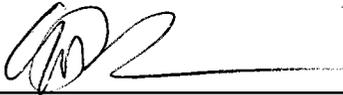
WHEREAS, the cost for this adjustment will be paid for with the construction contingency previously approved by the Casper City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute Change Order No. 2 to the agreement with Grizzly Excavating and Construction, LLC, for performing additional work related to 2013 Miscellaneous Water Main Replacement Phase I and North Casper Sewer Main Abandonment Project, in the amount of Seventeen Thousand Three Hundred Sixty-One Dollars and Fifty Cents (\$17,361.50).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Nine Hundred Three Thousand Nine Hundred Fifty-Eight Dollars and Fifty Cents (\$903,958.50).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

November 20, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director *RCH*
Andrew Beamer, P.E., City Engineer *AB*
Ethan Yonker, E.I.T., Sr. Engineering Tech

SUBJECT: Wyoming Department of Transportation M-54 License Agreement

Recommendation:

That Council, by resolution, authorize a license with the Wyoming Department of Transportation for the construction of a Drain/Overflow Structure for the Paradise Valley Water Tank within the State Right-of-Way.

Summary:

The City of Casper is renovating the overflow structures of several water tanks for compliance with Wyoming Department of Environmental Quality regulations. The tank at Paradise Valley discharges into Wyoming Department of Transportation (WYDOT) right-of-way, requiring execution of a license agreement. The license agreement documents the conditions under which facilities may be installed and is required by WYDOT.

A resolution is prepared for Council's consideration.

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

LICENSE

1. **Parties.** The parties to this License are The City of Casper, hereinafter referred to as Licensee, whose address is 200 N. David St. Casper, WY 82401 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340, hereinafter referred to as Agency.

2. **Purpose of License.** The Licensee is planning the construction of a Drain/Overflow Structure for the Paradise Valley Water tank to Comply with DEQ Regulations hereinafter referred to as Facility, located in:

Section 23 Township 33U Range 80W County (ies) Natrona

GPS Coordinates: Entering R/W: Latitude -106.405° (Dec.deg.) Longitude 42.810° (Dec.deg.)

Exiting R/W: Latitude _____ (Dec.deg.) Longitude _____ (Dec.deg.)

(GPS Datum NAD/83 accuracy to ±30')

Route CY Ave. Reference Marker 111-4 Maintenance Section _____

ACCESS CONTROLLED: Yes No _____

upon the property the Agency acquired for and/or utilized in the operation and maintenance of a state highway. (For encroachments, attach a separate sheet detailing each change in direction within the right-of-way with the above information.)

3. **Term of License and Required Approvals.** This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.

4. **Responsibilities of Licensee.**

a. **Condition of Approval.** As a condition of approval for this license, the Licensee agrees to locate the Facility identified by this license at the Licensee's expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act, to include the nature, location and depth of the Facility. The location and depth will be described on an engineering drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which force a deviation in excess of two feet from the approved horizontal alignment, the respective district maintenance engineer will be contacted prior to making the deviation, for approval of the deviation and an amended exhibit will be filed by the Licensee. See Plan/Staking Sheet.

b. **Plan/Staking Sheet.** The Licensee shall attach hereto a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency's right-of-way. This plan sheet, shall be designated Exhibit "A" and made a part of this License. Upon completion of the proposed work, the Licensee shall submit to the Agency "As-Constructed" plans showing the actual location of the facilities within the Agency's right-of-way. Exhibit "A" and the "As-Constructed" plans shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and the following requirements:

PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed

- Existing major utility facilities.
- Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

AERIAL HIGHWAY CROSS SECTION

- Low sag design clearance above the high point of the roadway.
- Existing or proposed under-built facilities, including those by others.
- Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.

BURIED HIGHWAY CROSS SECTION

- Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- If casing pipe or conduit is used, indicate by dimension where the casing will end.
- If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be 11" x 17". Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

- c. **Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised "Exhibit A", will void the license.
- d. **Changes.** Any future alterations, modifications, or removals of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. Adjustments will be accomplished *at no expense to the Agency*, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.
- e. **Limitations.** This license will not be modified, transferred, or assigned without the written consent of the Agency. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.
- f. **Cancellation/Nullification.** The Licensee is required to notify the Agency in writing to cancel and/or nullify any issued license if the described Facility is not constructed within the prescribed time limits, scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.
- g. **Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.

- h. **Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
 - i. **Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.
5. **Responsibilities of Agency.** This license is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.
6. **General Provisions.**
- a. **Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this permit.
 - b. **Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
 - c. **Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
 - d. **Applicable Law/Venue.** The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this License, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), Granting Immunity From Tort Liability, and all other state law.
 - e. **Award of Related Licenses.** The Agency may undertake or award supplemental or successor Licenses for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
 - f. **Construction Methods.** The license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
 - g. **Entirety of License.** This License, consisting of five (5) pages, and the attached Exhibits and Additional Stipulations consisting of the pages stamped thereon, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and Licenses, whether written or oral.
 - h. **Indemnification.** The Licensee agrees to forever indemnify the Agency and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, maintenance, surveillance, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway system described or noted herein.

If the Licensee is a political subdivision of the State, the following provision applies in lieu of the above cited paragraph:

The Licensee hereby agrees to indemnify and hold harmless the Agency against all loss, liability, and damage that arises out of any activities of the Licensee, its agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work on the Agency's property.

Allegations or proof of negligence or other legal fault on the part of the Agency will not defeat the Agency's rights under this provision or relieve the Licensee, its contractors, and agents of their duty to indemnify and hold harmless the Agency, but the Agency will be responsible for any percentage of fault that may be attributable to it pursuant to law, and the obligation of the Licensee, its contractors and agents to indemnify and hold harmless the Agency will be reduced by the percentage of fault attributable to the Agency.

- i. **Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency's District Offices will initiate an *Authority for Rendering Special Services (ARS)*, as provided in *Operating Policy 24-3*, to cover such costs.
- j. **Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- k. **Proof of Insurance.** The Licensee shall not commence work on this License until the Licensee has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Licensee. The Licensee's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.
- l. **Sovereign Immunity.**

For private (non governmental) entities (which include utility companies, railroads):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

For other governmental entities (municipality, county, board, commission, another state, water districts, sewer districts and other "instrumentalities" of local governments):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement and the Licensee does not waive governmental immunity, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

- m. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License, and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- n. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.
- o. **Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

- p. **Work in Vicinity of Other Utilities.** The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et seq.*, *Damage to Underground Public Utilities Facilities*.

7. **Signatures.** In witness thereof, the parties to this License, either personally or through their duly authorized representatives, have executed this License on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this License.

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

LICENSEE

Printed Name and Title

Signature

Date

(_____) _____
Phone Number

(_____) _____
Fax Number

E-mail

AGENCY

District Representative Printed Name and Title

Signature

Date



Department of Transportation

State of Wyoming



Matthew H. Mead
Governor

John F. Cox
Director

To whom it may concern:

Attached is a packet of information that pertains to any entity proposing to place a utility facility within the Wyoming Department of Transportation (WYDOT) right of way or on WYDOT land in District 2 in Casper, Wyoming.

UAR State Map.pdf This is a state map of Wyoming divided into the 5 WYDOT districts. The city names where the district offices are located are enclosed in a box. Contact the District Maintenance Engineer in the district where the work is taking place.

Form M-54: This is the application for a license to place a facility on WYDOT land. It needs to be filled out in its entirety. The "Licensee" is the ultimate owner or entity who will take responsibility for the installation once construction is completed. The M-54 must be **signed by an authorized representative of the Company**.

Form M-54A: District ____ Stipulations: This is a list of installation/construction criteria that will be required in Transportation District ____ in the State of Wyoming. Not all may apply to your application. It is a menu for us to pick from and we may add other stipulations for specific problems. When you receive this list attached to your approved license, it will be specific to your installation.

Form M-54B: This is a list of requirements specific to Fiber Optics Communications Facilities encroachment in WYDOT right of way.

Form M-54C: This sheet gives the minimum requirements for Contractor Insurance

Examples: The following pages are **examples** of drawings that the Utility needs to submit along with the M-54. They identify the location of the installation in relation to various physical landmarks along the proposed route of installation. For instance, the distance off the right of way fence, or off the edge of the pavement.

A **WYDOT Utility License Packet** and the **WYDOT Utility Accommodation Regulations** manual may be found at: http://www.dot.state.wy.us/wydot/engineering_technical_programs/utilities_section

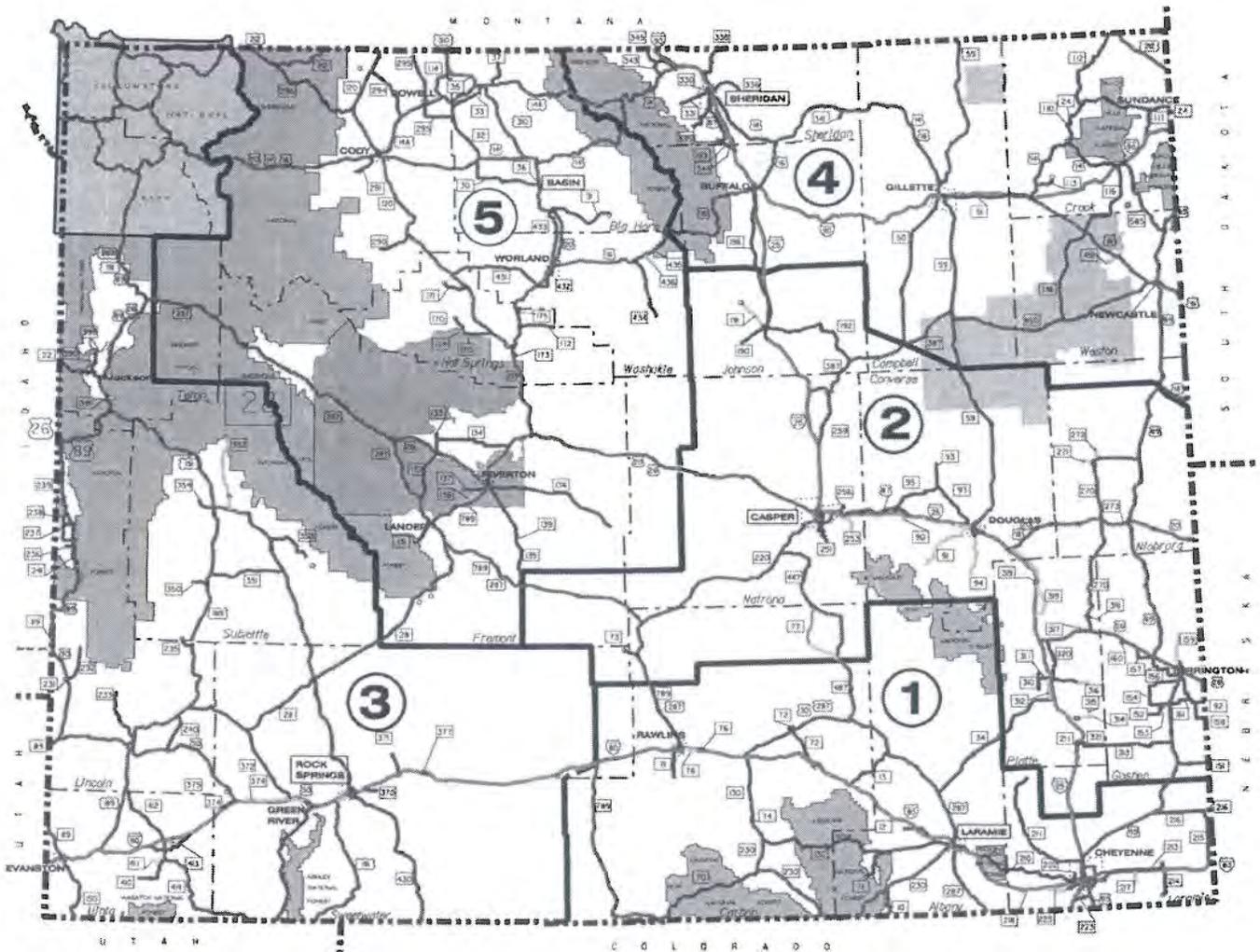
5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340

STATE OF WYOMING

PREPARED BY THE WYOMING DEPARTMENT OF TRANSPORTATION

CONTACT THE DISTRICT MAINTENANCE ENGINEER
IN THE DISTRICT AREA WHERE THE WORK IS TAKING PLACE

DISTRICT NUMBER	MAILING ADDRESS	TELEPHONE NUMBER
1	3411 SOUTH 3RD STREET, LARAMIE, WY 82070	307 745-2117
2	900 BRYAN STOCK TRAIL, CASPER, WY 82601	307 473-3222
3	3200 ELK STREET, ROCK SPRINGS, WY 82902-1260	307 352-3034
4	10 EAST BRUNDAGE LANE, SHERIDAN, WY 82801	307 674-2320
5	218 WEST C, BASIN, WY 82410	307 568-3413



PROJECT DOCUMENTS
FOR

2013

DRAIN/OVERFLOW STRUCTURES

CITY OF CASPER PROJECT
OCTOBER 2013

CITY OF CASPER
ENGINEERING
200 N. DAVID
CASPER, WY 82601
PHONE 1-307-235-8341

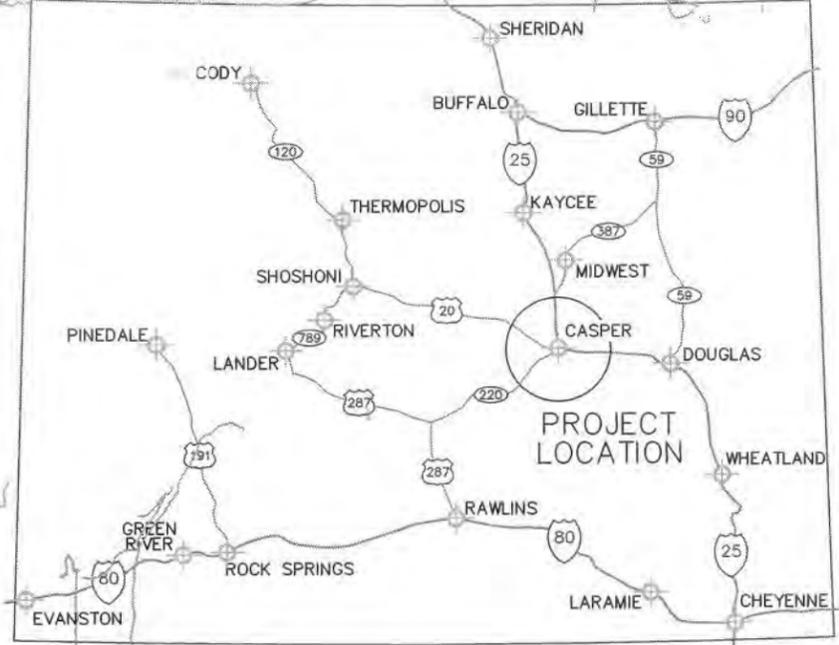
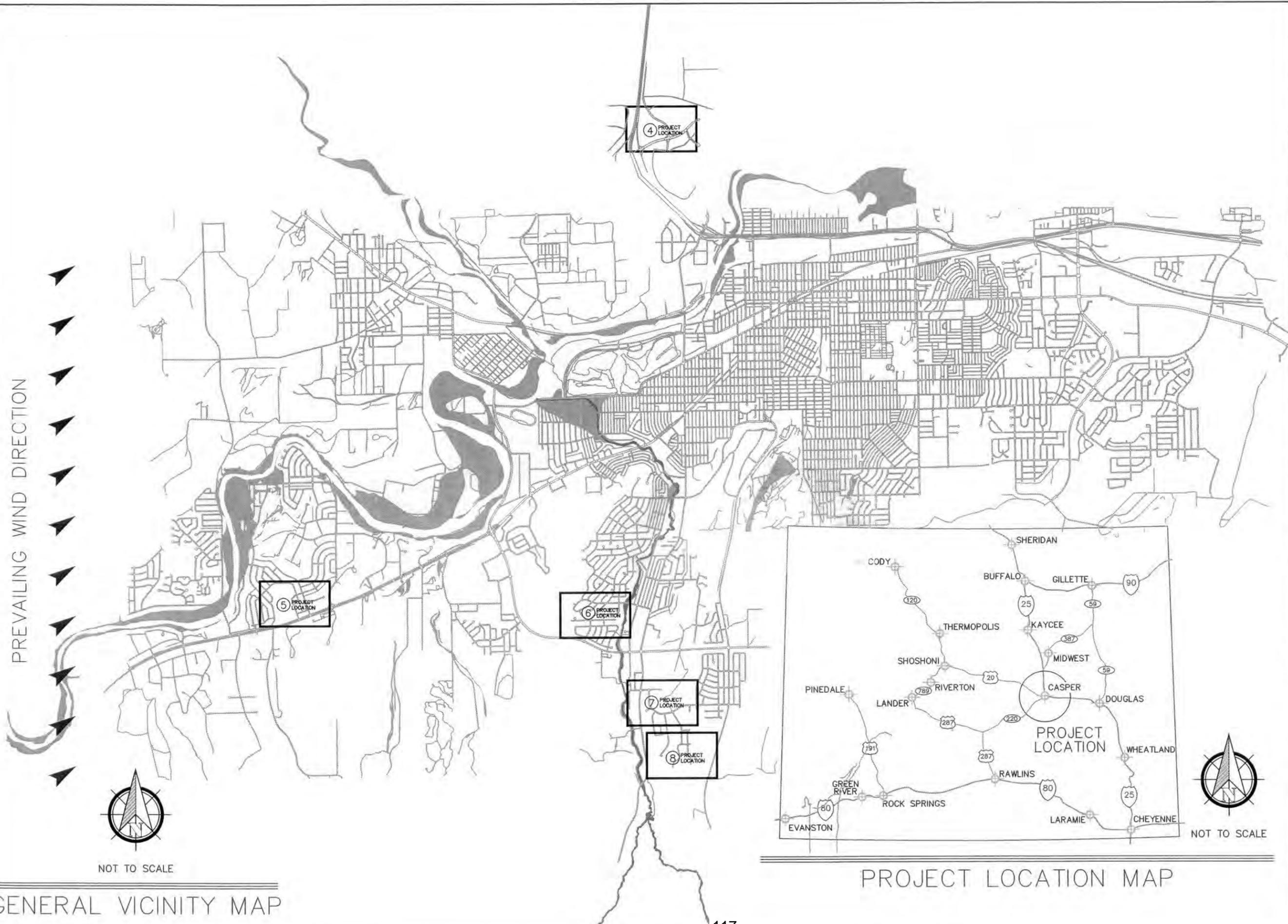


PREVAILING WIND DIRECTION



NOT TO SCALE

GENERAL VICINITY MAP



NOT TO SCALE

PROJECT LOCATION MAP

General Notes

FLOODPLAIN DATA

- FLOODWAY 
- 100YR FLOOD PLAIN 
- 500YR FLOOD PLAIN 

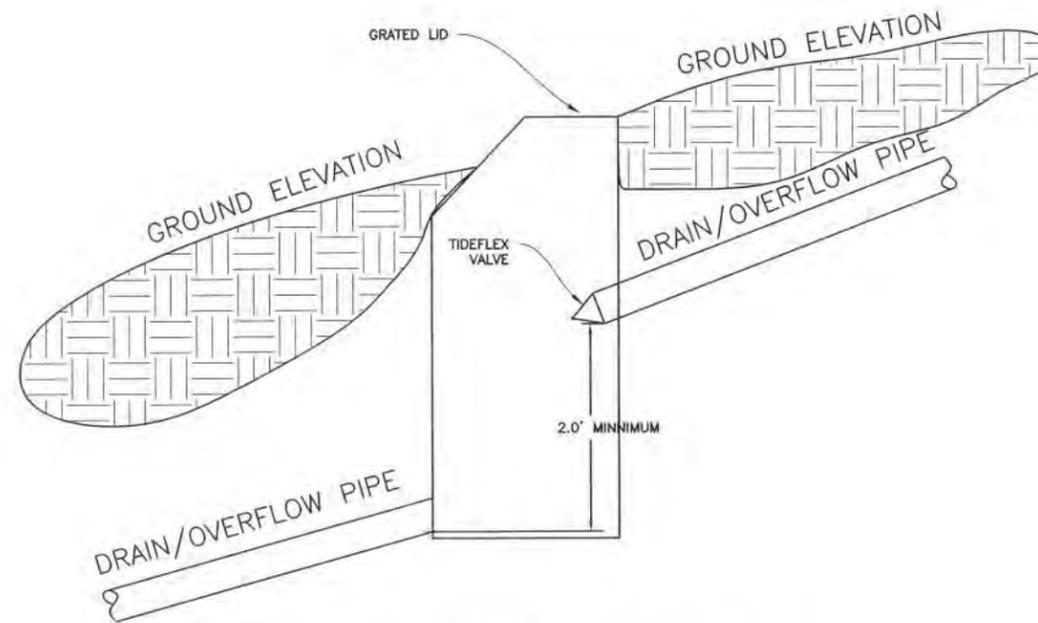
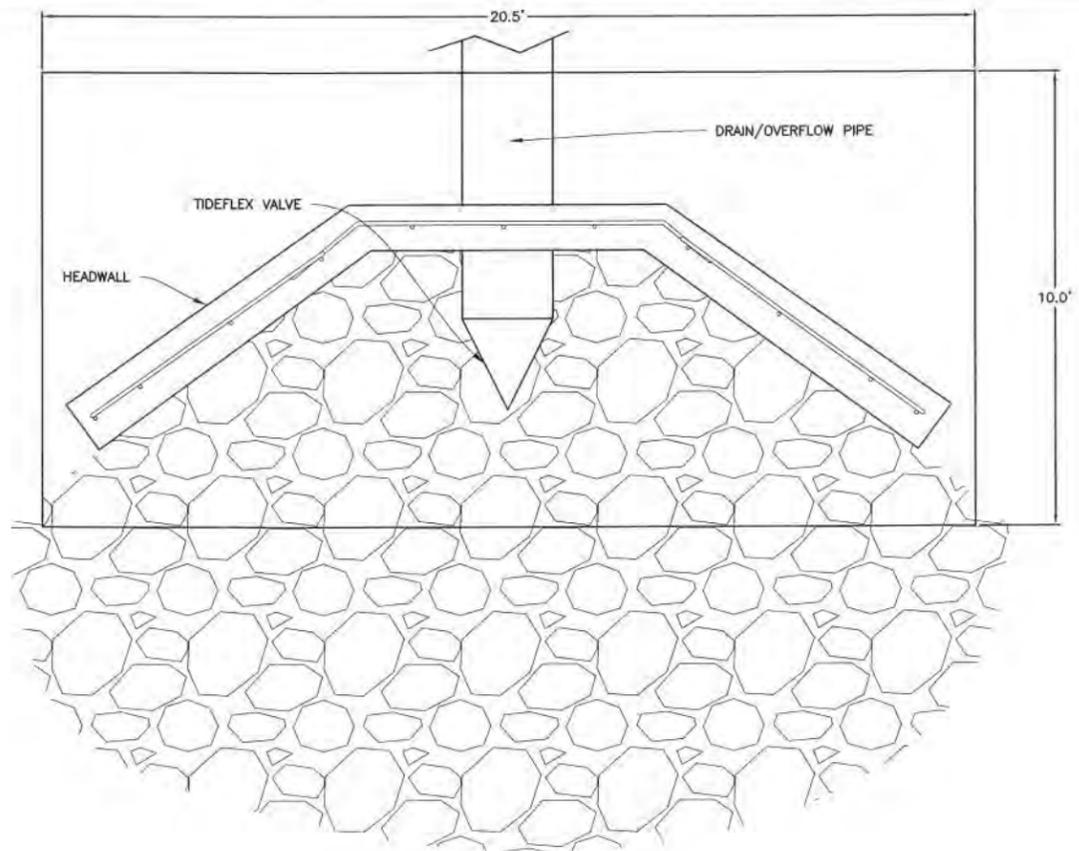
3 PROJECT LOCATION
SHEET NUMBER

No.	Revision/Issue	Date

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

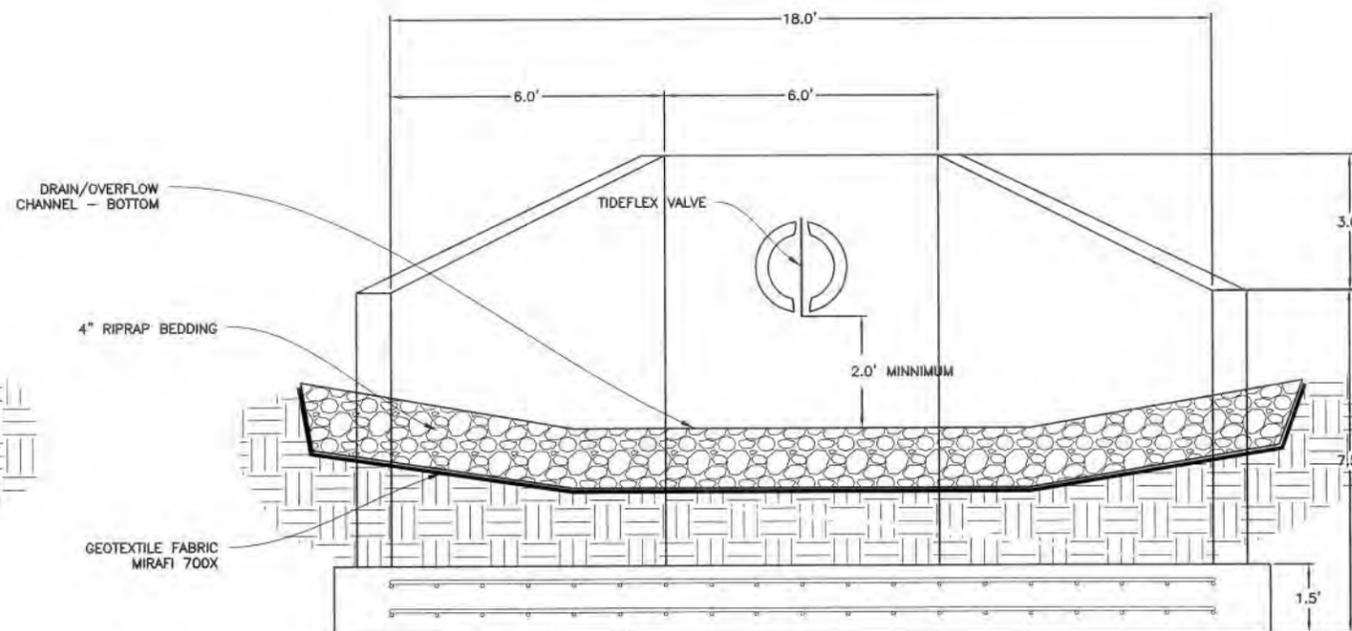
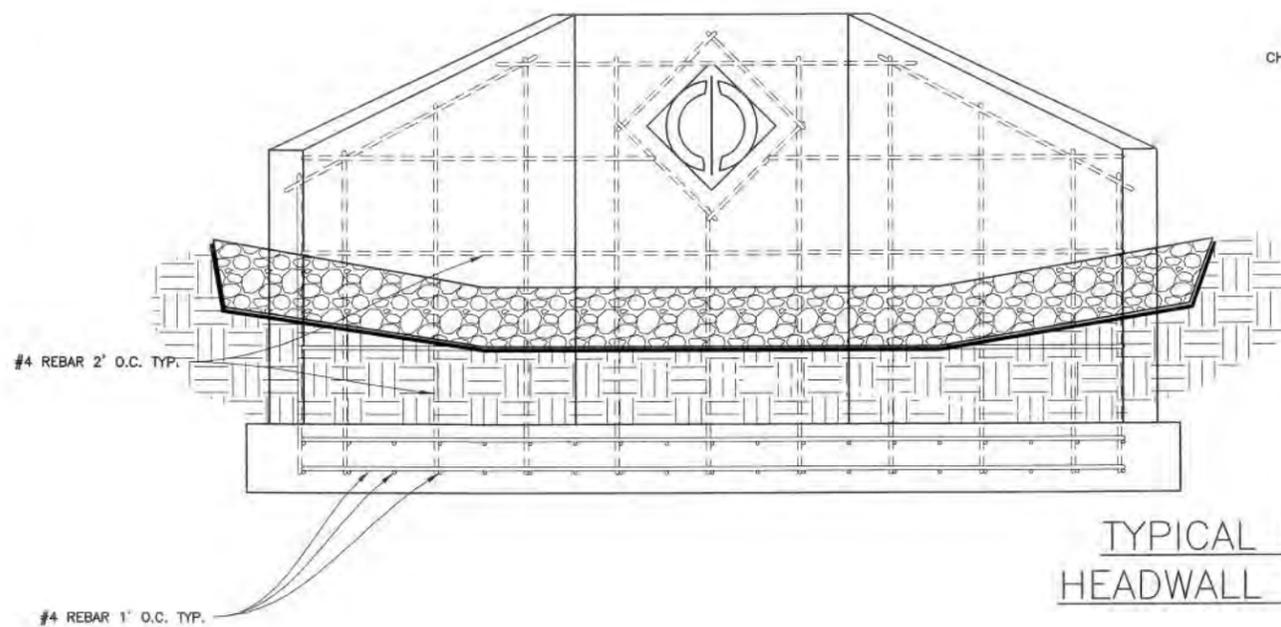
2013 DRAIN/OVERFLOW STRUCTURES
VICINITY MAP
CASPER, WY PROJECT

Date	10/21/13	Sheet	2
Drawn	EY		
Scale	NONE		



TYPICAL DRAIN/OVERFLOW
STRUCTURE DETAIL

2-3
NO SCALE



TYPICAL DRAIN/OVERFLOW
HEADWALL STRUCTURE DETAIL

1-3
NO SCALE

General Notes

1. ALL CONSTRUCTION SHALL ADHERE TO THE CITY OF CASPER STANDARD SPECIFICATIONS.

2. ANY MANHOLES INSTALLED SHALL MEET THE REQUIREMENTS OF ASTM-C478 PER THE CITY OF CASPER STANDARD SPECIFICATIONS.

3. DRAIN/OVERFLOW STRUCTURES SHALL MEET ALL REQUIREMENTS OF DEQ-WQD POLICY 14.13.2 FINISHED WATER STORAGE TANK-DRAIN LINE AND OVERFLOW AIR GAP TO STORM DRAIN REQUIREMENTS.

No.	Revision/Issue	Date

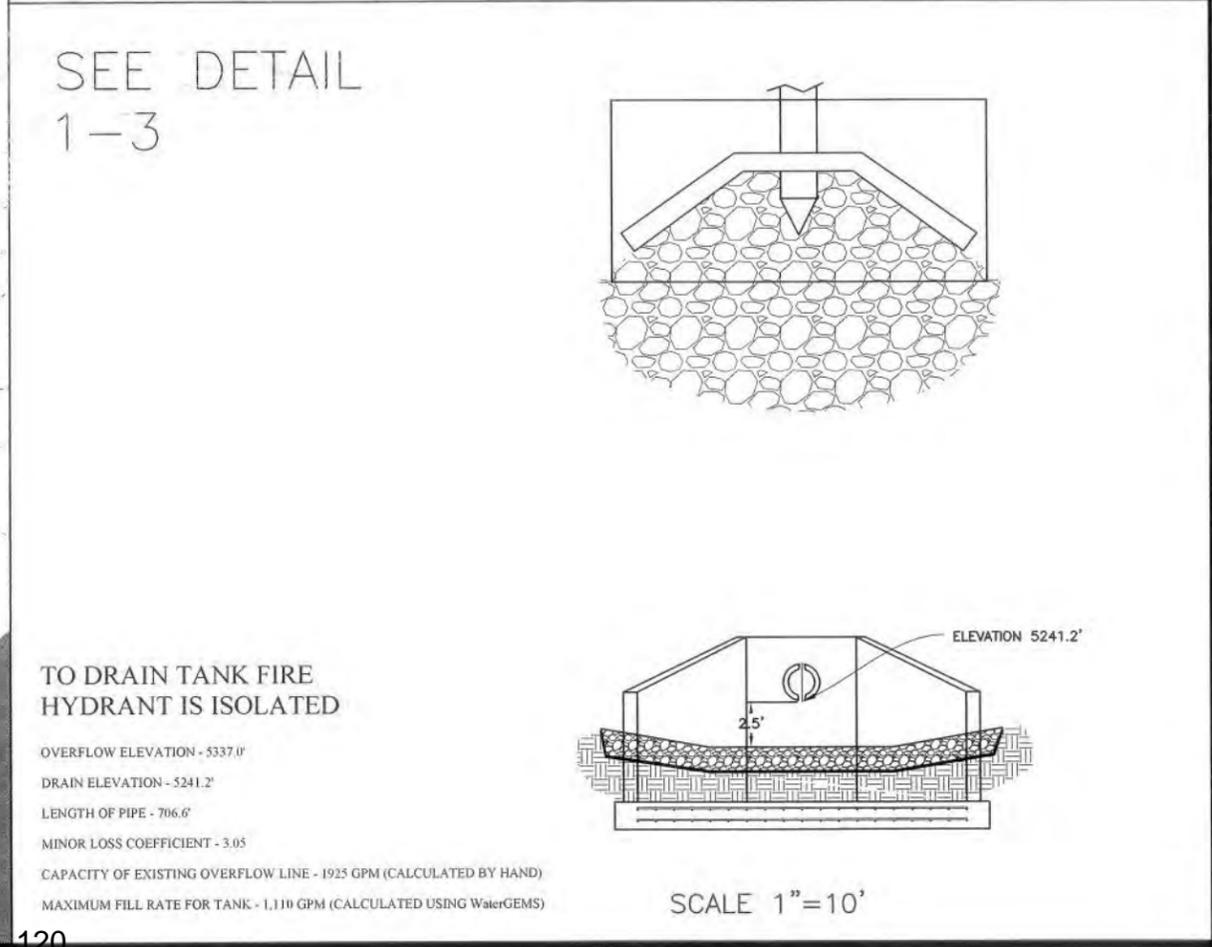
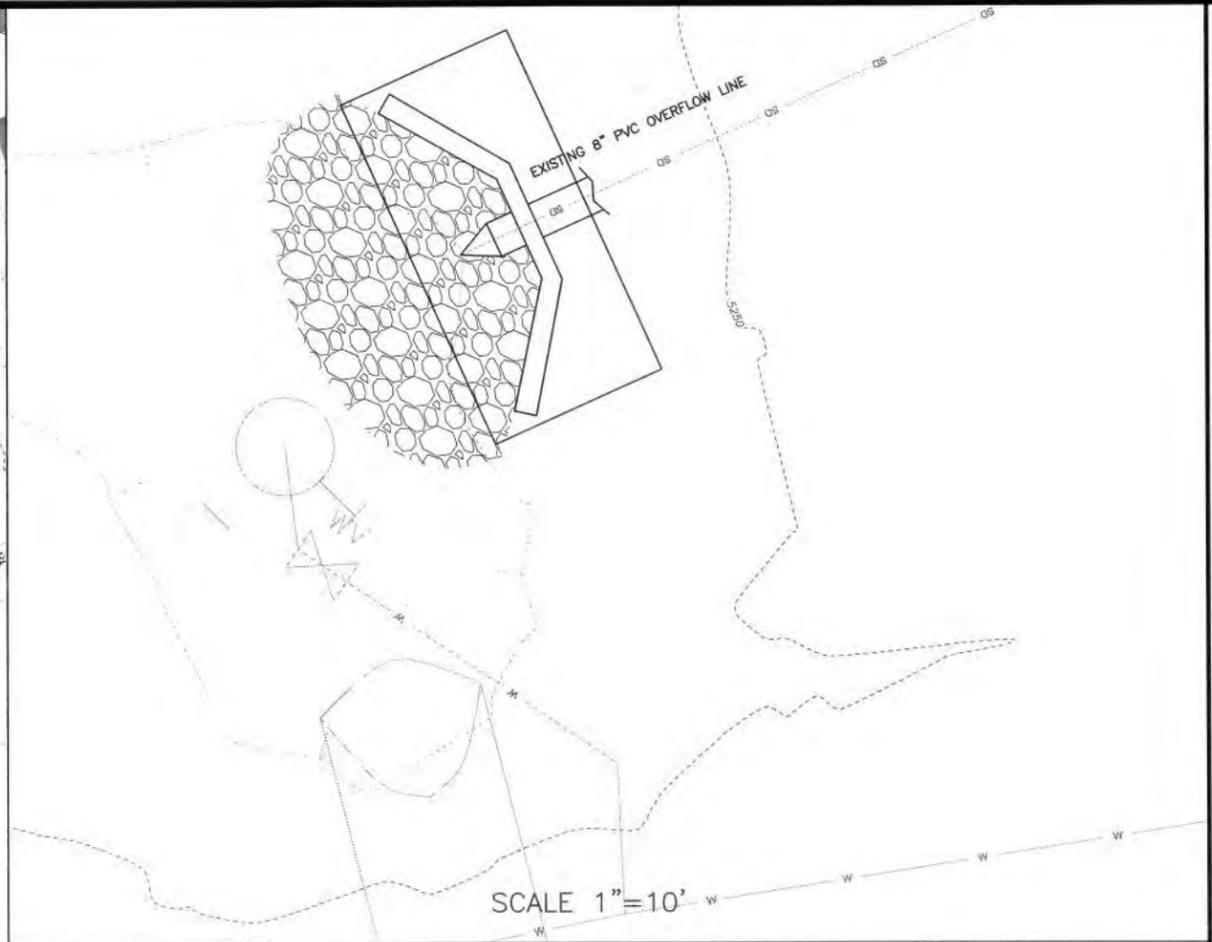
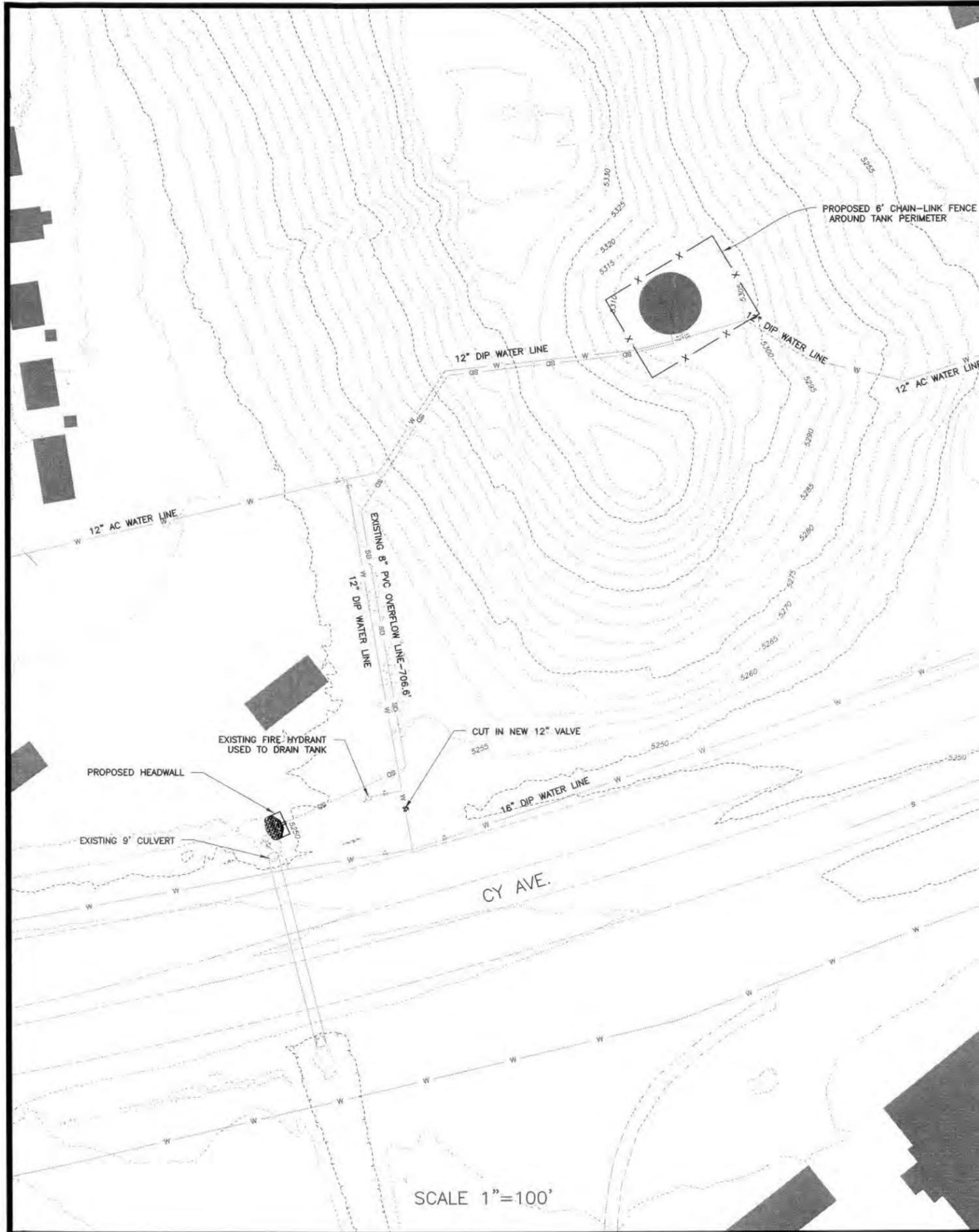
CITY OF CASPER
ENGINEERING
200 N. DAVID
CASPER, WY
82601

2013
DRAIN/OVERFLOW
STRUCTURES

STANDARD
DETAILS

CASPER, WY
PROJECT

Date 10/16/13	Sheet 3
Drawn EY	3
Scale NO SCALE	



General Notes

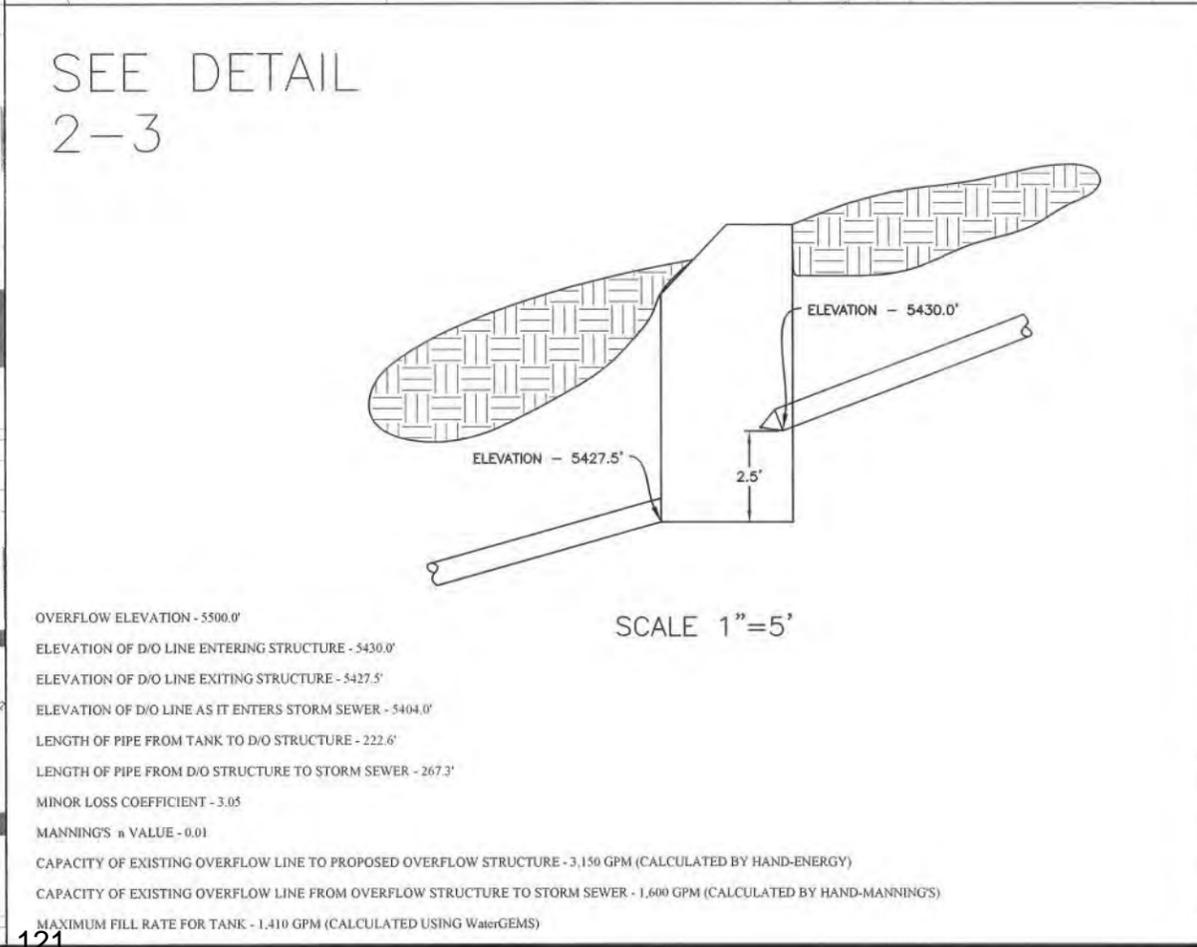
No.	Revision/Issue	Date

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

2013
DRAIN/OVERFLOW
STRUCTURES

PV TANK
CASPER, WY
PROJECT

Date 10/16/13	Sheet
Drawn EY	5
Scale AS SHOWN	



SEE DETAIL
2-3

- OVERFLOW ELEVATION - 5500.0'
- ELEVATION OF D/O LINE ENTERING STRUCTURE - 5430.0'
- ELEVATION OF D/O LINE EXITING STRUCTURE - 5427.5'
- ELEVATION OF D/O LINE AS IT ENTERS STORM SEWER - 5404.0'
- LENGTH OF PIPE FROM TANK TO D/O STRUCTURE - 222.6'
- LENGTH OF PIPE FROM D/O STRUCTURE TO STORM SEWER - 267.3'
- MINOR LOSS COEFFICIENT - 3.05
- MANNING'S n VALUE - 0.01
- CAPACITY OF EXISTING OVERFLOW LINE TO PROPOSED OVERFLOW STRUCTURE - 3,150 GPM (CALCULATED BY HAND-ENERGY)
- CAPACITY OF EXISTING OVERFLOW LINE FROM OVERFLOW STRUCTURE TO STORM SEWER - 1,600 GPM (CALCULATED BY HAND-MANNING'S)
- MAXIMUM FILL RATE FOR TANK - 1,410 GPM (CALCULATED USING WaterGEMS)

General Notes		
No.	Revision/Issue	Date

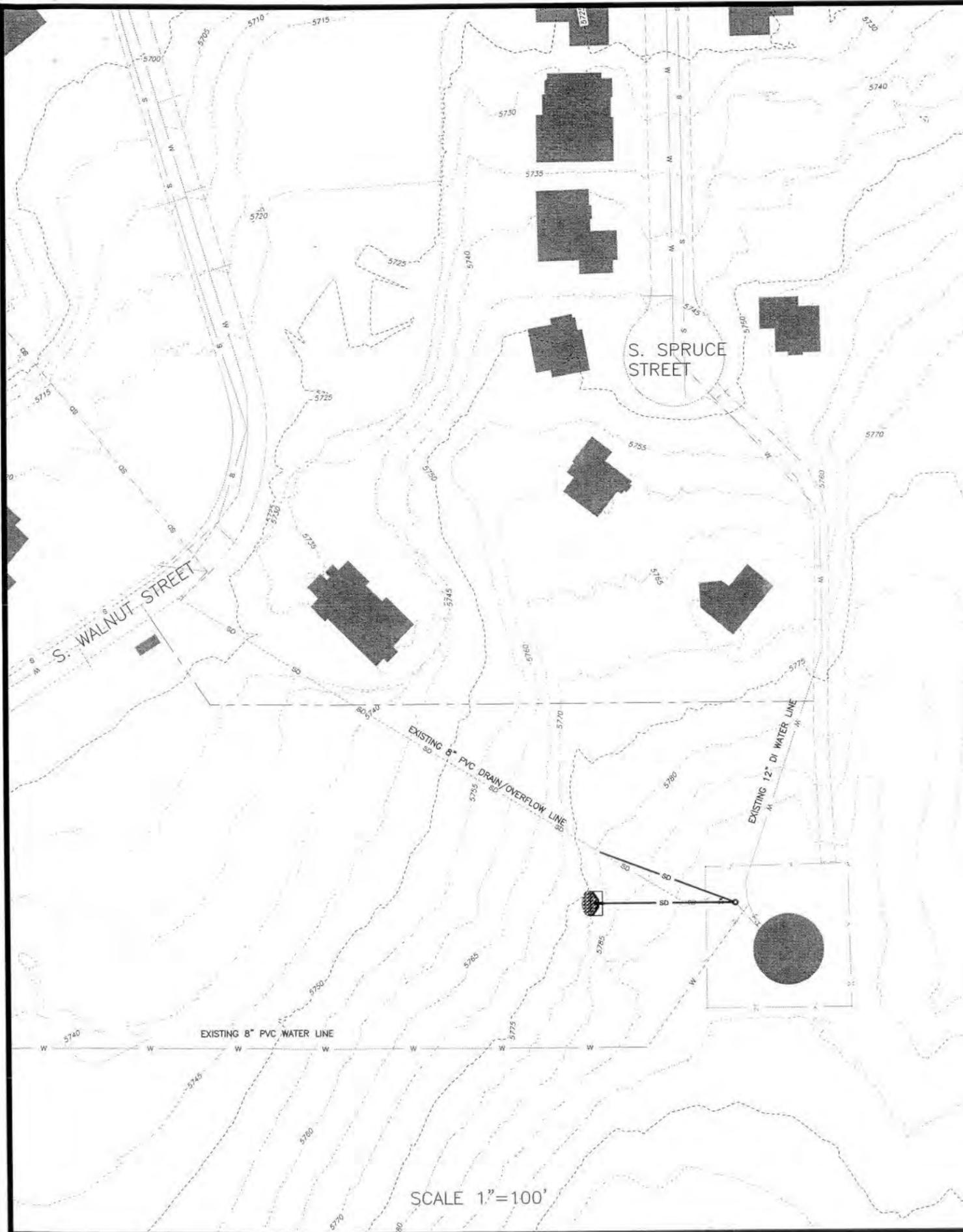
**CITY OF CASPER
ENGINEERING
200 N. DAVID
CASPER, WY
82601**

**2013
DRAIN/OVERFLOW
STRUCTURES

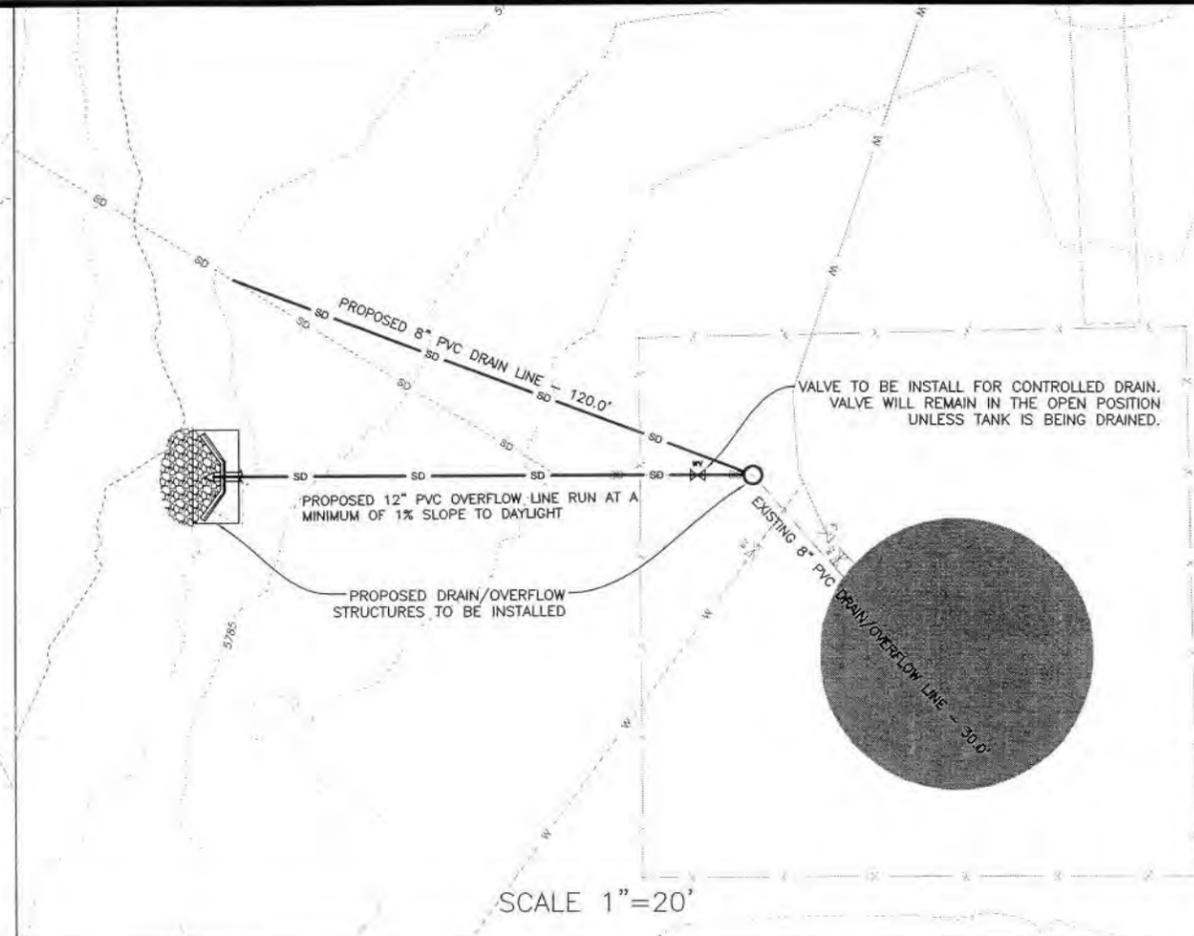
VALLEY HILLS
TANK

CASPER, WY
PROJECT**

Date 10/16/13	Sheet 6
Drawn EY	
Scale AS SHOWN	



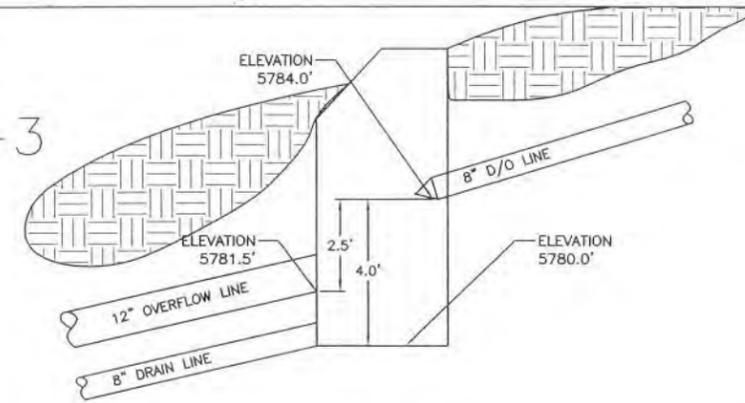
SCALE 1"=100'



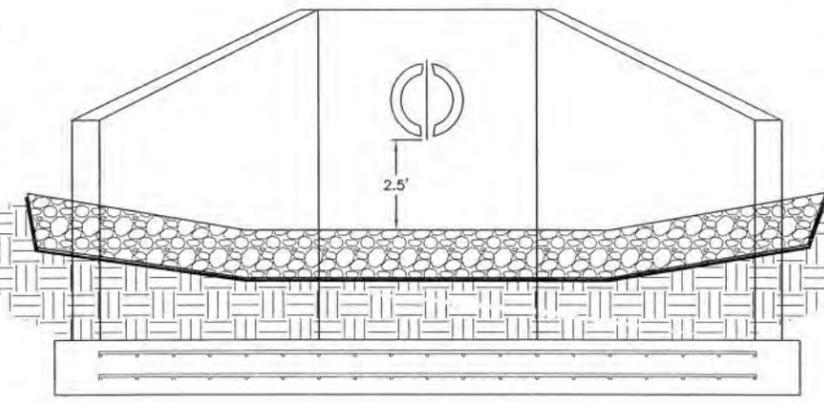
SCALE 1"=20'

SEE DETAILS
1-3 AND 2-3

- OVERFLOW ELEVATION - 5808.0'
- ELEVATION OF D/O LINE AT D/O STRUCTURE FROM TANK - 5784.0'
- ELEVATION OF DRAIN LINE TO STORM INLET AT D/O STRUCTURE - 5780.0'
- ELEVATION OF OVERFLOW LINE TO DAYLIGHT LINE AT D/O STRUCTURE - 5781.5'
- ELEVATION OF DRAIN LINE AT INTERSECTION OF STORM SEWER - 5715.4'
- ELEVATION OF OVERFLOW AT DAYLIGHT - 5774.0'
- LENGTH OF PIPE FROM D/O STRUCTURE TO EXISTING STORM INLET - 531.5'
- LENGTH OF PIPE FROM TANK TO D/O STRUCTURE - 30.0'
- MINOR LOSS COEFFICIENT FROM TANK TO D/O STRUCTURE - 2.15
- MANNING'S n VALUE - 0.014
- CAPACITY OF EXISTING DRAIN OVERFLOW LINE TO PROPOSED OVERFLOW STRUCTURE - 5,870 GPM (CALCULATED BY HAND-ENERGY)
- CAPACITY OF DRAIN LINE FROM D/O STRUCTURE TO STORM INLET - 1,850 GPM (CALCULATED BY HAND-MANNINGS)
- CAPACITY OF PROPOSED OVERFLOW LINE FROM OVERFLOW STRUCTURE TO DAYLIGHT - 1,590.0 GPM (CALCULATED BY HAND-MANNINGS)
- TOTAL OVERFLOW CAPACITY OF PROPOSED DESIGN - 3,470 GPM
- MAXIMUM FILL RATE PER TANK - 2,230 GPM (CALCULATED USING WaterGEMS)



SCALE 1"=5'



SCALE 1"=5'

General Notes

No.	Revision/Issue	Date

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

**2013
DRAIN/OVERFLOW
STRUCTURES**

**SUNRISE III
TANK**

**CASPER, WY
PROJECT**

Date 10/16/13	Sheet 8
Drawn EY	
Scale AS SHOWN	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A LICENSE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE PARADISE VALLEY WATER TANK DISCHARGE

WHEREAS, the City of Casper desires to modify the overflow structure for the Paradise Valley water tank within the Wyoming Department of Transportation (WYDOT) right-of-way; and,

WHEREAS, a WYDOT Form M-54 license is required to construct a structure within their right-of-way.

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 Form M-54 license with the Wyoming Department of Transportation (WYDOT).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:

Walter Tremble A

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 23, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer

BA
AB

SUBJECT: Memorandum of Understanding with the Wyoming Department of Transportation
Robertson Road Project 11-60

Recommendation:

That Council, by resolution, execute a Memorandum of Understanding with the Wyoming Department of Transportation (WYDOT) for the Robertson Road Project, No. 11-60.

Summary:

Natrona County, through federal funds administered through WYDOT, is preparing to reconstruct Robertson Road from the Green Valley Mobile Home Subdivision to the intersection with Poison Spider Road. A portion of the work involves work within City of Casper right-of-way. WYDOT is requesting execution of a memorandum of understanding acknowledging and allowing WYDOT, or their contractor, to perform the necessary work for the project.

A resolution is prepared for Council's consideration.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER**

Federal Project STPU-CA 0.00 4131002
Robertson Road
(City/County limit to Poison Spider Road)
Natrona County

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the City of Casper (City) whose address is 200 North David Street, Casper, Wyoming 82601.
2. **Purpose.** The purpose of this MOU is to establish the responsibilities and funding requirements between the two parties for the above-mentioned County-funded project located on Robertson Road (City/County limit to Poison Spider Road) in Natrona County.
3. **Terms of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WYDOT.** WYDOT, or their contractor, will perform the construction engineering for the reconstruction of the existing roadway with new sidewalk, curb and gutter, storm sewer, culverts, water main replacement, and pathway construction at engineering station 13+00.00 to station 18+98.00 for the above-mentioned project.
6. **Responsibilities of the City.** The City shall allow WYDOT, or their contractor to perform this work on this section of City-owned roadway.
7. **General Provisions**
 - a. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written

instrument, executed and signed by all parties to this MOU.

- b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Entirety of this MOU.** This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- d. **Indemnification.** Each party to this MOU shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- e. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- f. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- g. **Sovereign Immunity.** The State of Wyoming, WYDOT and the City do not waive their sovereign or governmental immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other State law. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- h. **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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

"THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK"

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

Attest:

City of Casper, Wyoming:

V. H. McDonald, City Clerk

Kenyne Schlager, Mayor

(SEAL)

Date



Will R. Chambers
Deputy City Attorney
City of Casper

Attest:

Wyoming Department of Transportation:

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

Del McOmie, P.E., Chief Engineer

(SEAL)

Date

Approved as to form:

By: _____
Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

Date MOU prepared: 11-8-13

RESOLUTION NO.

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ROBERTSON ROAD PROJECT.

WHEREAS, the Wyoming Department of Transportation (WYDOT) is preparing to reconstruct Robertson Road between the Green Valley Mobile Home Subdivision and Poison Spider Road; and,

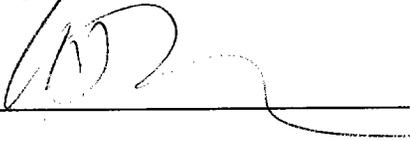
WHEREAS, a portion of the improvements occur within City of Casper right-of-way; and

WHEREAS, WYDOT is requesting execution of a Memorandum of Understanding acknowledging and allowing this work within City of Casper right-of-way.

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 Memorandum of Understanding with the Wyoming Department of Transportation for the Robertson Road Project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

November 20, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 
Andrew Nelson, MPO Supervisor 

SUBJECT: Casper Area Metropolitan Planning Organization's Title VI Changes 

Recommendation:

That Council, by resolution, authorize changes to the City of Casper's Title VI Plan as requested by the Federal Transit Administration (FTA).

Summary:

The FTA is authorized to enforce Title VI of the 1964 Civil Rights Act relating to public transit programs. The Council had previously authorized a Title VI program on May 21, 2013; however, the FTA's Regional Civil Rights Officer (RCRO) alerted the City of the absence of several minor details. These details include referencing the correct Federal Circular of instructions, adding technical language, and requesting signatures from the City Manager.

FTA has indicated that failing to comply with the Title VI requirements will result in delay or inability to draw down federal funds for transit operations (CATC/The Bus).

A resolution has been prepared for Council's consideration.



City of Casper

Title VI Plan

Related to

Transportation Planning and Transportation Improvements

Endorsed and Approved December 3, 2013 by the

City of Casper Council

Submitted to:

Federal Transit Administration

Region 8

12300 West Dakota Avenue, Suite 310

Lakewood, CO 80228-2583

December 3, 2013

RECIPIENT INFORMATION

RECIPIENT: City of Casper (City)

SUBMITTAL DATE: December 3, 2013

EXPIRATION YEAR: 2016

CONTACT INFORMATION:

Andrew Nelson
Title VI Officer
City of Casper
200 N David Street
Casper, WY 82601
anelson@cityofcasperwy.com
Phone: 307.235.8255
Fax: 307.235.8362

John Patterson
City Manager
City of Casper
200 N David Street
Casper, WY 82601
jpatterson@casperwy.gov
Phone: 307.235.8224

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I. PROVISION OF TITLE VI ASSURANCES

The City hereby certifies that, as a condition of receiving Federal financial assistance under the Urban Mass Transportation Act of 1964, as amended, it will ensure that:

- a. City shall submit on an annual basis, their Title VI Assurance, as part of their annual Certification and Assurance submission to the FTA.
- b. No person, on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
- c. City will compile, maintain, and submit in a timely manner, Title VI information required by FTA Circular 4702.1B and in compliance with the Department of Transportation's Title VI Regulation, 49 CFR, Part 21.7.
- d. City will make it known to the public that those persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

II. TITLE VI COMPLIANCE HISTORY

- a. There are no outstanding lawsuits or complaints naming the City which allege discrimination on the basis of race, color or national origin with respect to service or other transit benefits.
- b. There are no pending applications for Federal financial assistance, and there is no Federal financial assistance currently being provided to the City other than that being supplied by the Federal Transit Administration (FTA) except as follows:

<u>Funding Source</u>	<u>Description</u>
Department of Transportation	Tate Pumphouse Property Improvement
Department of Transportation	Morad Park Pathway Extension—TEAL
Department of Transportation	MPO
Department of Transportation	Selective Traffic Enforcement—non DUI
Department of Transportation	Selective Traffic Enforcement—DUI
Environmental Protection Agency	Water Treatment Plant Emergency Power
Department of Homeland Security	Homeland Security—Regional Response#8
Department of Homeland Security	Homeland Security—Regional Response#9
Department of Homeland Security	Homeland Security—Emergency Preparedness Equipment
Department of Homeland Security	Homeland Security Grant
Department of Housing & Urban Development	Community Development Block Grant
Department of Justice	Edward Byrne Justice Assistance Grant
Department of Justice	Federal Seizures
Department of Justice	Underage Driving Prevention Enforcement
National Highway Transportation Safety Administration	Impaired Driving Prevention and Apprehension
Centers for Disease Control	Achieve-Community Wellness Policy Initiative

Currently the City is applying for Section 5307 funding through the FTA.

- c. During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to the City and, to the best of our knowledge, there are not presently any ongoing civil rights compliance review activities being conducted with respect to the City.
- d. There are currently no pending construction projects which would negatively impact minority communities being performed by the City.

III. INCORPORATION OF THE PROGRAM

The City of Casper (hereinafter referred to as the “City” or “Recipient”) hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”), and other pertinent directives. No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically, and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Transit Administration program:

- a. That the Recipient agrees that each “program” and each “facility,” as defined in subsections 21.23(e) and 21.23(b) of the Regulations will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated, in compliance with all requirements imposed by, or pursuant to, the Regulations.
- b. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Transit Administration programs and, in adapted form in all proposals or negotiated agreements:

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- c. That the Recipient shall insert the clauses contained herein as **APPENDIX A** in every contract subject to this Act and the Regulations.
- d. That the Recipient shall insert the clauses contained herein as **APPENDIX B**, as a covenant running with the land, in any deed from the United States affecting a transfer of real property, structures, or improvements thereon, or interest herein.
- e. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- f. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
- g. That the Recipient shall include the appropriate clauses contained herein as **APPENDIX C**, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under Federal Transit Administration programs; and (b) for the construction or use of, or access to, space on, over, or under real property acquired, or improved under Federal Administration programs.
- h. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
- i. The Recipient shall provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

- j. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.
- k. The Recipient assures that the level and quality of transit service and related benefits are provided in a manner consistent with Title VI of the Civil Rights Act of 1964.

THESE ASSURANCES are given in consideration of, and for the purpose of, obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Administration and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Transit Administration programs.

The person whose signature appears below is authorized to sign these assurances on behalf of the grant applicant or recipient.

DATED: _____

City of Casper, Wyoming

By: John C. Patterson,
City Manager

GENERAL GUIDELINES/REQUIREMENTS

a. Annual Certification and Assurance

As stated in Section I, City shall submit annually, their Title VI assurance, as part of their annual Certification and Assurance submission to the FTA.

b. Complaint Procedures

In compliance with 49 CFR Section 21.9(b), City has developed procedures for investigating and tracking Title VI complaints filed against them. Such procedures shall be made available to the public upon request. City complaint procedures and complaint form are contained herein as **APPENDIX D**.

c. Record Title VI Activities

In compliance with 49 CFR Section 21.9(b), City shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming City that allege discrimination on the basis of race, color, or nation origin. Such list shall include:

- 1) Date the investigation, lawsuit, or complaint was filed;
- 2) Summary of the allegation(s);
- 3) The status of the investigation, lawsuit, or complaint; and
- 4) Actions taken by the City in response to the investigation, lawsuit or complaint.

d. Access for LEP Persons

City shall take steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). City will assist persons with limited English proficiency to participate in the transportation planning process. City Staff will make every effort to provide translators and document translation, where feasible, upon request. City's Limited English Proficiency (LEP) Plan is contained herein as **APPENDIX E**.

e. Public Notification

In compliance with 49 CFT Section 21.9(d), City shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections

against discrimination afforded to them by the Title VI. City/CATC complaint procedures and public notification information are contained herein as **APPENDIX D**.

f. Additional Information

City acknowledges that, at the discretion of the FTA, information other than that which is required by FTA C 4702.1B, may be requested in writing of the City, to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI.

g. Timely Submission

City acknowledges that their Title VI submissions and/or updates thereto, shall be supplied to their FTA Regional Office once every three (3) years. The submission shall include, but is not limited to:

- 1) A summary of public outreach and involvement activities undertaken since the last submission and a description of steps taken to ensure that minority and low-income people had meaningful access to these activities;
- 2) City's process for persons with limited English proficiency (LEP);
- 3) Title VI Complaint and Tracking procedures;
- 4) A list of any Title VI investigations, complaints or lawsuits filed since the last submission; and
- 5) A copy of City's public notice regarding Title VI compliance and public access and instructions to City Title VI complaint procedures.
- 6) A table depicting the membership of non-elected committees and councils, the membership of which is selected by the Recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees.
- 7) A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program.

h. Environmental Analysis of Construction Projects

City shall integrate an environmental justice analysis into their National Environmental Policy Act (NEPA) documentation of transit related construction projects of which

require NEPA. If a Categorical Exclusion (CE) is performed, City shall complete the FTA's standard CE check-list which includes a section on community disruption and environmental justice. While preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS), City shall integrate into their documents, the following:

- 1) A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population;
- 2) A discussion of all adverse effects that would affect the identified minority and low-income population;
- 3) A discussion of all positive effects that would affect the identified minority and low-income population;
- 4) A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues, and the replacement of the community resources destroyed by the project, if applicable;
- 5) A discussion of the remaining effects, if any, and why further mitigation is not proposed; and
- 6) For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison will be completed of mitigation and environmental enhancement actions between the two stated areas. If there is no basis for such a comparison, City shall describe why this is so.

i. Public Participation

The City shall seek out and consider viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities in regards to proposed transportation decisions. City shall make every effort to include the following practices:

- 1) Coordination with individuals, institutions, or organizations and implementing community-based public involvement strategies to reach out to members in the affected minority and/or low-income communities;
- 2) Provision of opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments;
- 3) Utilization of locations, facilities and meeting times that are convenient and accessible to low-income and minority communities;
- 4) Utilization of different meeting sizes or formats, or varying the type and number of news media used to announce public participation opportunities; and
- 5) Implementation of DOT's policy guidance regarding City's responsibilities to LEP persons.

j. Table Depicting Membership of Non-Elected Committees and Council, the Membership of Which is Selected by the Recipient, Broken Down by Race, and a Description of the Process the Agency Uses to Encourage the Participation of Minorities on Such Committees

The City of Casper's Council is an elected body. The City of Casper utilizes a vendor, Casper Area Transportation Coalition (CATC), to provide transit operations.

k. Narrative Describing Subrecipient Monitoring

The City of Casper does not have a subrecipient. The City of Casper utilizes a vendor, Casper Area Transportation Coalition (CATC), to provide transit operations.

The person whose signature appears below is authorized to sign on behalf of the grant applicant or Recipient.

DATED: _____

City of Casper, Wyoming

By: John C. Patterson
City Manager

APPENDIX A TO TITLE VI ASSURANCE
(to be inserted into every contract subject to Title VI)
The City of Casper is herein referred to as the "City"

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts (Including Procurements of Materials and Equipment): In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) Cancellation, termination, or suspension of the contract in whole or in part.

- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO TITLE VI ASSURANCE
(to be inserted into real property transactions)
The City of Casper is herein referred to as the "City"

The following clauses shall be included in any and all deeds effecting or recording the transfer of real Property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the City will accept title to the lands and maintain the project constructed thereon, in accordance with The State of Wyoming, the Regulations for the Administration of Program and the policies and procedures prescribed by the Federal Transit Administration and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City, its successors and assigns.

The City, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility allocated wholly or in part on, over, or under such lands hereby conveyed, (2) that the City shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute

property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

APPENDIX C TO TITLE VI ASSURANCE

(to be inserted into Federally funded real property transactions or improvements)

The City of Casper is herein referred to as the "City"

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, (the grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (licenses, lease, permit, etc.) had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assigns.

APPENDIX D
TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS
City of Casper, Wyoming is herein referred to as the “City”

Public Notice of Rights

The following statement shall be posted on site at the City office, the Casper Area Transportation Coalition (CATC) office, on the CATC website www.catcbus.com, permanently displayed on public transit vehicles; and other appropriate materials made available to the public: (*Documents will be translated into languages other than English, upon request.*)

STATEMENT OF RIGHTS: CATC/The Bus is committed to ensuring that no person is excluded from participation in or denied the benefits of or be subject to discrimination in the receipt of its services on the basis of race, color, national origin or any other characteristics protected by law including Title VI of the Civil Rights Act of 1964 as amended. If you believe you have been subjected to discrimination, you may file a written complaint no later than one-hundred and eighty (180) calendar days after the alleged discrimination with the Director of CATC/The Bus 1715 East 4th Street Casper, WY 82601. If you need assistance with a written complaint (o si no habla ingles, llama por) call the supervisor at (307) 265-1313 during regular business hours.

Title VI Information, Limited English Proficient (LEP) information and Complaint Process (for printed materials, website, and other mediums upon request)

The City of Casper (City) grants all citizens equal access to all its public transportation services. It is further the intent of the City that all citizens are aware of their rights to such access. This is designed to serve as an educational tool for citizens so that they may understand one of the civil rights laws that protect their benefit of the City programs and services, specifically, as it relates to Title VI of the Civil Rights Act of 1964.

What is Title VI?

Title VI is a section of the Civil Rights Act of 1964 requiring that “No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” Note that Title VI does not address gender discrimination. It only covers race, color, and national origin. Other Civil Rights laws prohibit gender discrimination.

What is LEP?

As part of Title VI requirements, the City/CATC has developed a Limited English Proficiency (LEP) Plan to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to City services as required by Executive Order 13166 “Improving Access to Services for Persons With Limited English Proficiency,” reprinted at 65 FR 50121 (August 16, 2000). A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

City's Complaint and Investigation Procedures

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, for alleged discrimination in any transportation program or activity administered by the City.

These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the City may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The following measures will be taken to resolve Title VI complaints:

- 1) A formal complaint must be filed within calendar one-hundred and eighty (180) days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the Complainant's name, address and telephone number; name of alleged discriminating official, basis of complaint (race, color, or national origin) and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints.

The City strongly encourages the use of the attached **City of Casper, Wyoming/CATC Title VI Complaint Form** when filing official complaints. The preferred method is to file your complaint in writing using the **City of Casper, Wyoming/CATC Title VI Complaint Form**, and sending it to:

Title VI Coordinator – Community Development
City of Casper, Wyoming
200 North David
Casper, WY 82601-1815

- 2) In the case where a Complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the City Title VI Coordinator. Under these circumstances, the Complainant will be interviewed, and the City Title VI Coordinator will assist the Complainant in converting the verbal allegations to writing.
- 3) When a complaint is received, the Title VI Coordinator will provide written acknowledgment to the Complainant, within ten (10) calendar days by registered mail.
- 4) If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided sixty (60) calendar days to submit the

required information. Failure to do so may be considered good cause for a determination of no investigative merit.

- 5) Within fifteen (15) calendar days from receipt of a complete complaint, the City will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the City Transit Grant Manager or his/her authorized designee will notify the Complainant and Respondent, by registered mail, informing them of the disposition.
 - a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.
 - b. If the complaint is to be investigated, the notification shall state the grounds of the City's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
- 6) When the City does not have sufficient jurisdiction, the City Grant Transit Manager or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.
- 7) If the complaint has investigative merit, the City Transit Grant Manager or his/her authorized designee will instruct the Title VI Coordinator to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Transit Grant Manager within sixty (60) calendar days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Title VI Coordinator will notify the appropriate authorities, and an extension will be requested.
- 8) The City Transit Grant Manager or his/her authorized designee will issue letters of finding to the Complainant and Respondent within (ninety) 90 calendar days from receipt of the complaint.
- 9) If the Complainant is dissatisfied with the City's resolution of the complaint, he/she has the right to file a complaint with the:

Federal Transit Administration - Region 8
Attn: Civil Rights Officer
12300 West Dakota Avenue - Suite 310
Lakewood, CO 80228
720-963-3300
Fax 720-963-3333

FTA Complaint procedures can also be found on the FTA web site at: www.fta.dot.gov. These procedures are also outlined in FTA Circular 4702.1B, Chapter IX.

APPENDIX D (Continued)
TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS
 CITY OF CASPER, WYOMING (CITY)/CATC



Title VI Complaint Form



Complaint Form

Instructions: If you would like to submit a Title VI complaint to the City of Casper, Wyoming (City) The Bus Transit System, please fill out the form below and send it to: Casper Area MPO/The Bus, Attn: Title VI Coordinator/Community Development Director, 200 North David, Casper, WY 82601-1815. For questions or a full copy of the City's Title VI policy and complaint procedures call the Casper Area MPO at 307-235-8255, Casper Area Transit Coalition (CATC)/The Bus at 307-237-4287.

1. Name (Complainant):	
2. Phone:	3. Home address (street no., city, state, zip):
4. If applicable, name of person(s) who allegedly discriminated against you:	
5. Location and position of person(s) if known:	6. Date of incident:
7. Discrimination because of: <input type="checkbox"/> Race <input type="checkbox"/> National origin <input type="checkbox"/> Color <input type="checkbox"/> Other	
Please specify:	

8. Explain as briefly and clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include how you feel other persons were treated differently than you. Also, attach any written material pertaining to your case.

9. Why do you believe these events occurred?

10. What other information do you think is relevant to the investigation?

11. How can this/these issue(s) be resolved to your satisfaction?

12. Please list below any person(s) we may contact for additional information to support or clarify your complaint (witnesses):

Name:

Address:

Phone number:

13. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

- Yes No

If yes, check all that apply:

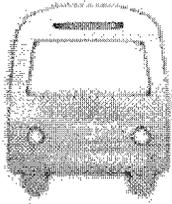
- Federal agency Federal court State court
 Local agency State agency

If filed at an agency and/or court, please provide information about a contact person at the agency/court where the complaint was filed.

Agency/Court: Contact's Name: Address: Phone number:

Signature (Complainant):

Date of filing:



CATC
Come ride with us



TITLE VI / LEP COMPLAINT LOG

August 1, 2010 to December 31, 2010 - NONE

January 1, 2011 to December 31, 2011 - NONE

January 1, 2012 to December 31, 2012 - NONE

January 1, 2013 to date - NONE



CASPER AREA
METROPOLITAN PLANNING ORGANIZATION
Casper - Mills - Evansville - Bar Nunn - Natrona County

**City of Casper, Wyoming/CATC
Limited English Proficiency (LEP) Plan
APPENDIX E**



Submitted to:
Federal Transit Administration
Region 8
12300 West Dakota Avenue, Suite 310
Lakewood, CO 80228-2583



June, 2013

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I INTRODUCTION

The purpose of this limited English proficiency policy guidance is to clarify the responsibilities of recipients of federal financial assistance from the U.S. Department of Transportation (DOT) and assist them in fulfilling their responsibilities to limited English proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with **Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.**, and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance, and;

II EXECUTIVE ORDER 13166

Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice's (DOJ's) Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons With Limited English Proficiency." (See 65 FR 50123, August 16, 2000 DOJ's General LEP Guidance). Different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies such as the City of Casper, Wyoming (City), and governments, private and non-profit entities, and subrecipients.

III PLAN SUMMARY

The City has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to transit services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates.

In developing the plan while determining the City's extent of obligation to provide LEP services, the City undertook a U.S. Department of Transportation four factor LEP analysis which considers the following: 1) The number or proportion of LEP persons eligible in the City service area who maybe served or likely to encounter an City transit program, activity, or service; 2) the

frequency with which LEP individuals come in contact with a transit services; 3) the nature and importance of the program, activity or service provided by the City to the LEP population; and 4) the resources available to the City and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

IV FOUR FACTOR ANALYSES

1. The number or proportion of LEP persons eligible in the City service area who maybe served or likely to encounter a City Transit program, activity, or service

The City examined the US Census report from 2010 and was able to determine that approximately 5.5%, or 2,793 people spoke a language other than English. Of the 2,793 people reporting they speak other languages than English, 886 or 1.7% of respondents either speak English “not well” or “not at all.” (See SUB-APPENDIX A City Languages Spoken at Home Chart).

2. The frequency with which LEP individuals come in contact with a City transit program, activity, or service

The City assesses the frequency at which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and surveying completed by the drivers. The City and CATC has never had a request for interpreters. The City provides, on its own accord, the public transportation bus schedules that are translated into Spanish. The City and CATC has had zero requests for other translated transit documents. The staff and drivers have had very little contact with LEP individuals.

3. The nature and importance of the program, activity, or service provided by the City and CATC to LEP community

There is no large geographic concentration of any one type of LEP individuals in the Casper service area. The overwhelming majority of the population, 94.5% or 48,301, speak only English. The Spanish speaking population appears to be bi-lingual with only 1.4% or 709 individuals that reported speaking English “less than very well.”

Several organizations in the community are able to provide outreach services to LEP individuals within the Casper service area.

4. The resources available to the City transit and CATC and overall costs

The City assessed its available resources that could be used for providing LEP assistance. This included determining which documents would be the most valuable to be translated if and when the population supports, determining what staff could assist with translation efforts, and what level of staff training may be needed.

After analyzing the four factors, the City developed the plan outlined in the following section for assisting persons of limited English proficiency.

V LIMITED ENGLISH PROFICIENCY PLAN OUTLINE

- a) **How to Identify an LEP Person who Needs Language Assistance** - Below are tools to help identify persons who may need language assistance:
- Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings;
 - When City transit or CATC sponsored workshops or conferences are held, post on the public notices contact information for people with special needs. Also set up a sign-in sheet table, have a staff member greet and briefly speak to each attendee. To informally gauge the attendee's ability to speak and understand English, ask a question that requires a full sentence reply;
 - Have the Census Bureau's "I Speak Cards" be made available (contained herein as **SUB-APPENDIX B**) when needed and have the cards available at the CATC Office and on buses; and
 - Frequently survey drivers and other first line staff of any direct or indirect contact with LEP individuals.
- b) **Language Assistance Measures** - The City has or will implement the following LEP procedures. The creation of these steps are based on the very low percentage of persons speaking other languages or not speaking English at least "well," in the Casper transit area:
- CATC's website has a "Translate" tab that will translate the webpage into any one of 66 languages. www.catcbus.com
 - Census Bureau's "I Speak Cards" are to be located at the CATC office at all times. Bus drivers will also be required to carry Basic Spanish for Transit Employees from CDOT on their routes.
 - When the City transit/CATC hosts public meetings or conferences and a special need is identified in advance, the City/CATC will make every effort to have a translator available at the meeting.
 - When the City/CATC's website is redesigned, translation software will be explored as a possible added feature.
 - When an interpreter is needed, in person or on the telephone, an available bilingual CATC staff member will attempt to assist. If a bilingual staff member is not available, staff will first attempt to determine what language is required. Staff shall use the telephone interpreter service - Language Line Services at <http://www.language.com>.

- On the Language Line home page the staff will select the Need an Interpreter Now link and follow the directions to receive an access code.
- c) **Staff Training** - All transit staff will be provided with the LEP Plan and will be educated on procedures to follow. This information will also be part of the TOB staff orientation process for new hires. Training topics are listed below:
- Understanding the Title VI policy and LEP responsibilities;
 - What language assistance services the City/CATC offers;
 - Use of LEP “I Speak Cards”;
 - How to use the Language Line interpretation and translation services;
 - Documentation of language assistance requests;
 - How to handle a Title VI and/or LEP complaint (this process is contained in APPENDIX D of the City of Casper Title VI Plan)
- d) **Outreach Techniques** - As of this first draft of the City/CATC LEP Plan dated June 2013, the City/CATC does not have a formal practice of outreach techniques due to the lack of LEP population and resources available in the service area. However, the following are options that the City/CATC will incorporate when and/or if the need arises for LEP outreach:
- If staff knows that they will be presenting a topic that could be of potential importance to an LEP person or if staff will be hosting a meeting or a workshop in a geographic location with a known concentration of LEP persons, meeting notices, fliers, advertisements, and agendas will be printed in an alternative language, based on known LEP population in the area.
 - When running a general public meeting notice, staff will insert the clause, based on the LEP population and when relevant, that translates into “A (insert alternative Language) translator will be available”. For example: “Un traductor del idioma español estará disponible.” This means “A Spanish translator will be available”.
 - Key print materials, including, but not limited to, schedules and maps, will be translated and made available at the City building, CATC office and on board vehicles.
- e) **Monitoring and Updating the LEP Plan** - This plan is designed to be flexible and is one that can be easily updated. At a minimum, the City will follow the Title VI Program update schedule for the LEP Plan. However, major updates most likely will not occur until the 2020 Census data is released, unless the City finds it necessary and crucial for an update before such time.

Each update should examine all plan components such as:

- How many LEP persons were encountered?
- Were their needs met?
- What is the current LEP population in the Casper service area?
- Has there been a change in the types of languages where translation services are needed?
- Have the City's available resources, such as technology, staff, and financial costs changed?
- Has the City/CATC fulfilled the goals of the LEP Plan? and
- Were any complaints received?
- What was the basis of the complaint, i.e. race, color, or national origin? What action was taken to resolve the complaint(s)?

f) **Dissemination of the City/CATC Limited English Proficiency Plan** - The City includes the LEP Plan with its Title IV Policy and Complaint Procedures. The City's Notice of Rights under Title VI to the public is posted in the CATC office, CATC website, City building, and on all transit vehicles.

Any person, including social service, non-profit, and law enforcement agencies and other community partners will be able to access the plan.

Copies of the LEP Plan will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP persons may obtain copies/translations of the plan upon request.

Any questions or comments regarding this plan should be directed to the City Title VI Coordinator.

City Title VI Coordinator – Community Development Director
City of Casper
200 North David
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
Email: lbecher@cityofcasperwy.com

SUB-APPENDIX A

City of Casper Languages Spoken at Home Chart

City of Casper Languages Spoken at Home Based on 2010 Census		
LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER	Total	Percent of population
Total resident population 5 years and over	51,310	100.00%
Speak only English	48,301	94.5%
Language other than English	2,793	5.5%
Speak English less than “very well”	886	1.7%
Speak Spanish	1,986	3.9%
Speak English less than “very well”	709	1.4%
Speak Other Indo-European Languages	558	1.1%
Speak English less than “very well”	135	0.3%
Speak Asian and Pacific Island Languages	189	0.4%
Speak English less than “very well”	34	0.1%
Final findings on City of Casper “Non” or “Limited” Spanish/Other Speaking Persons: There is a very small population of potential City riders or current riders who speak Spanish/Other		

Languages, and those that do, the majority speak English “very well” and “well”.

LANGUAGE IDENTIFICATION FLASHCARD

- | | | |
|--------------------------|---|------------------------|
| <input type="checkbox"/> | ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. | 1. Arabic |
| <input type="checkbox"/> | Ինչպե՞ս ե՞նք նշում՞ կատարի՞ք այս քանակությունը, հիթի խոսում՞ կամ՞ կարդում՞ ե՞ք հայերեն: | 2. Armenian |
| <input type="checkbox"/> | যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। | 3. Bengali |
| <input type="checkbox"/> | ឈ្មួញកម្ពុជារួមចំនែក៖ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ | 4. Cambodian |
| <input type="checkbox"/> | Motka i kahhon ya yangin ñntñngnu' manaitai pat ñntñngnu' kumentos Chamorro. | 5. Chamorro |
| <input type="checkbox"/> | 如果你能读中文或讲中文，请选择此框。 | 6. Simplified Chinese |
| <input type="checkbox"/> | 如果你能讀中文或講中文，請選擇此框。 | 7. Traditional Chinese |
| <input type="checkbox"/> | Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. | 8. Croatian |
| <input type="checkbox"/> | Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. | 9. Czech |
| <input type="checkbox"/> | Kruis dit vakje aan als u Nederlands kunt lezen of spreken. | 10. Dutch |
| <input type="checkbox"/> | Mark this box if you read or speak English. | 11. English |
| <input type="checkbox"/> | اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید. | 12. Farsi |

<input type="checkbox"/>	Cocher ici si vous lisez ou parlez le français.	13. French
<input type="checkbox"/>	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
<input type="checkbox"/>	Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
<input type="checkbox"/>	Make kazyè sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
<input type="checkbox"/>	आगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
<input type="checkbox"/>	Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
<input type="checkbox"/>	Jelölje meg ezt a kockát, ha megérti vagy beszéli a magyar nyelvet.	19. Hungarian
<input type="checkbox"/>	Markaam daytoy nga kahon no makabasa wenno nakasaoka iti Ilocano.	20. Ilocano
<input type="checkbox"/>	Marchi questa casella se legge o parla italiano.	21. Italian
<input type="checkbox"/>	日本語を構んだり、話せる場合はここに印を付けてください。	22. Japanese
<input type="checkbox"/>	한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
<input type="checkbox"/>	ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຊື່ປາກພາສາລາວ.	24. Laotian
<input type="checkbox"/>	Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

DB-3309

U.S. DEPARTMENT OF COMMERCE
Economic and Statistics Administration
U.S. CENSUS BUREAU

- | | | |
|--------------------------|--|----------------|
| <input type="checkbox"/> | Assinale este quadrado se você lê ou fala português. | 26. Portuguese |
| <input type="checkbox"/> | Însemnați această căsuță dacă citiți sau vorbiți românește. | 27. Romanian |
| <input type="checkbox"/> | Пометьте этот квадратик, если вы читаете или говорите по-русски. | 28. Russian |
| <input type="checkbox"/> | Обележите овај квадратик уколико читате или говорите српски језик. | 29. Serbian |
| <input type="checkbox"/> | Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky. | 30. Slovak |
| <input type="checkbox"/> | Marque esta casilla si lee o habla español. | 31. Spanish |
| <input type="checkbox"/> | Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog. | 32. Tagalog |
| <input type="checkbox"/> | ทำเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย. | 33. Thai |
| <input type="checkbox"/> | Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga. | 34. Tongan |
| <input type="checkbox"/> | Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою. | 35. Ukrainian |
| <input type="checkbox"/> | اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔ | 36. Urdu |
| <input type="checkbox"/> | Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ. | 37. Vietnamese |
| <input type="checkbox"/> | באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש. | 38. Yiddish |

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U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

APPENDIX F – CATC’s PASSENGER GUIDELINES

(Subject to change without prior notice)

Rules and Safety Considerations

General Rider Guideline Policies CATC & The Bus

Drivers are specially trained to assist you. Drivers will:

- Deploy lifts and ramps for persons using mobility devices and those without mobility devices who cannot navigate the bus steps upon request;
- Secure passengers using mobility devices with no fewer than four tie downs—no exceptions. Passengers refusing to be secured will not be transported;

To ensure your safety and the safety of our drivers, CATC & The Bus has the following restrictions:

- Drivers will not assist passengers using wheelchairs up or down steps. Passengers are required to have someone else assist them with steps. (See Accessibility Policy)
- Drivers will not search a passenger’s body for the appropriate fare or ticket.
- Drivers will not clear pathways of ice, snow, or other barriers anywhere except the transfer station.

To ensure your safety and the safety of our drivers, CATC & The Bus has the following restrictions:

Strollers, grocery carts and walkers must be folded and stored out of the aisles.

If a passenger uses oxygen, the tank(s) must be portable, i.e., the passenger must be able to carry the tank(s) into the vehicle themselves. If the passenger is in a wheelchair the oxygen tank must be secured.

The number of packages a passenger can have on CATC is limited to six (6) grocery bags. The Bus passengers are limited to four (4) grocery bags.

Working service animals are permitted.

A companion animal is permitted if it is in a small carrier, any behavior problems will result in the loss of this privilege.

CATC passengers are required to use the seat belt that comes with their wheelchair. If this is not available CATC will provide a gate belt as well as the tie down seat belt. The Bus passengers using wheelchairs are encouraged to use the tie down seat belt.

CATC & The Bus employees are prohibited from entering a passenger's residence.

It is the passenger's responsibility to assure their residence is accessible, (**see Accessibility Policy**). CATC will not provide service if the residence is not accessible.

CATC and The Bus passengers are required to use seat belts.

Riders' Code of Conduct

As a rider on CATC and The Bus, I agree to:

Be ready to board when the CATC bus arrives. CATC will arrive in the 15 minute window and will be considered on time. CATC drivers can only wait three (3) minutes.

Arrive at The Bus stop at least five (5) minutes before departure time.

Have exact change ready as the driver cannot make change.

Refrain from smoking, chewing tobacco, eating or drinking on CATC and The Bus.

Yield the seats in front of the vehicle for senior and disabled customers.

Refrain from bringing on-board CATC and The Bus any article defined as a weapon.

Refrain from fighting, using vulgar, offensive or abusive language, pushing, shouting or participating in rough behavior.

Respect the instructions of CATC & The Bus driver in regard to the vehicle's operation.

Refrain from bringing prohibited items on CATC & The Bus including flammable liquids gasoline, vehicle batteries, fireworks, large packages or other items such as furniture, air conditioners, etc.

Children may not remain in strollers during vehicle movement.

Passengers must clean all spills of body fluids if physically able to do so and at the driver's discretion.

Complaints or Problems

Concerns or complaints should be submitted to:

CATC/The Bus
1715 East 4th Street
Casper, WY 82601

Denial of Service

CATC & The Bus reserve the right to refuse service to anyone. Inappropriate behavior, language or conduct toward any passenger or employee of CATC or the Bus will not be tolerated and with ample warnings can result in loss of service.

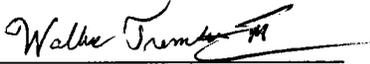
CATC & THE BUS

1715 E. 4th Street
Casper, WY
Phone (307) 265-1313
(307) 237-4287
Fax (307) 235-0551
www.catcbus.com

APPROVAL AS TO FORM

I have reviewed the attached *City of Casper Title IV Plan* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: November 21, 2013

A handwritten signature in cursive script, appearing to read "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGES TO THE CITY OF CASPER TITLE VI PLAN FOR THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION.

WHEREAS, the Casper City Council endorsed and approved the *Title VI Plan related to Transportation Planning and Transportation Improvements* on May 21, 2013; and,

WHEREAS, the City, as a grantee of funds from the Federal Transit Administration (FTA), is required to comply with Title VI of the Civil Rights Act of 1964; and,

WHEREAS, the FTA Regional Civil Rights Officer (RCRO), after reviewing Casper's Title VI Plan, has required changes to the document in order for the City to remain in compliance; and,

WHEREAS, failure to comply with Title VI requirements will lead to the delay or inability to obtain federal funds related to transit services; and,

WHEREAS, the City of Casper is the fiscal agent for the Casper MPO and funds CATC/The Bus operations with federal dollars from the FTA; and,

WHEREAS, the City of Casper wishes to maintain these transit services,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to sign and execute the Title VI Plan for the City of Casper with the changes requested by the FTA Regional Civil Rights Officer.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2013.

APPROVED AS TO FORM:

Wallace Tremblay

CITY OF CASPER, WYOMING
A Municipal Corporation:

ATTEST:

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

December 3, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Doug Follick, Leisure Services Director
Joe Fernau, Golf Course Supervisor
Andrew Beamer, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Municipal Golf Course Maintenance Facility, Project No. 13-30.

Recommendation:

That Council, by resolution, authorize a contract with Wright Brothers for the Municipal Golf Course Maintenance Facility, Project No. 13-30, in the amount of \$1,599,497. Furthermore, it is recommended that Council authorize a deduction change order in the amount of \$209,290 for a contract price of \$1,390,207 in addition to a construction contingency account in the amount of \$68,873, for a total project amount of \$1,459,080.

Summary:

On Tuesday, October 29, 2013, three (3) bids were received for construction of Municipal Golf Course Maintenance Facility. The bids received for this work were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL BASE BID</u>
Wright Brothers	Sheridan, WY	\$1,599,497
Diamond Point Construction, Inc.	Buffalo, WY	\$1,619,429
Delta Construction, Inc.	Laramie, WY	\$1,881,510

Price negotiations were made with Wright Brothers to value engineer the original building design. The modifications implemented in the design included: replacement of non-functional roof dormers with standard sloped metal roofing, reduction of roof overhang sizes, replacement of spread footing foundations with shallow footing foundations, reduction in wall/window/door trim sizes, reduction to overhead door sizes, reduction of retaining wall sizes, replacement of metal liner panels with plywood protective liner panels and reductions in asphalt paving, concrete paving and fencing quantities. These modifications resulted in a cost savings of \$209,290.

The project includes construction of a new Golf Course maintenance facility located between the existing parking area for the Clubhouse/19th Hole Restaurant at 2120 Allendale Boulevard and South Oakcrest Avenue. It is also proposed to build a new restroom facility at 1640 Oakcrest Avenue. The project includes demolition of the existing maintenance facility, existing restroom facility, and adjacent fertilizer storage shed.

Dale Buckingham Architects, LLC (DBA) has been hired by the City for design and construction administration the new facilities.

The estimated construction cost for the new maintenance facility and restroom facility from DBA is \$1,361,080. Funding for this project will be from excess 1%#13 funds. Substantial completion is set to August 15, 2014.

A resolution is prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: Municipal Golf Course Maintenance Facility, Project No. 13-30
DATE OF ISSUANCE: December 3, 2013

OWNER: City of Casper, Wyoming

CONTRACTOR: Wright Brothers

ENGINEER: Dale Buckingham Architects, LLC

You are directed to make the following changes in the Contract Documents:

Description: Price Deduction of \$209,290.00 to the Base Bid from Wright Brothers.

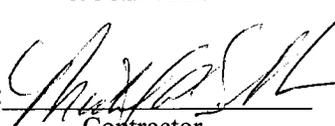
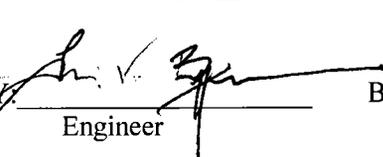
Attachments: Letter from Wright Brothers dated November 21, 2013 "Re: Value Engineering for the Casper Golf Course Maintenance Facility."

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,599,497.00	Original Contract Time: (days or date) Substantial completion: August 15, 2014; Final completion: September 15, 2014;
Previous Change Orders No. --- to ---: \$ 0	Net change from previous Change Orders (days): --0-- (days): --0--
Contract Price prior to this Change Order: \$ 1,599,497.00	Contract Time prior to this Change Order: Substantial completion: August 15, 2014; Final completion: September 15, 2014;
Net Decrease change of this Change Order: \$ 209,290.00	Net Increase/Decrease of this Change Order: (days) --77--
Contract Price with all approved Change Orders: \$ 1,390,207.00	Contract Time with all approved Change Orders:(date) <u>Substantial completion: November 1, 2014</u> <u>Final completion: December 1, 2014</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:  Contractor BY:  Engineer BY: _____ Owner



WRIGHT BROTHERS
THE BUILDING COMPANY

BUILDING THE FUTURE

November 21, 2013

Mr. Alex Sveda, P.E.
Associate Engineer
City of Casper
200 N David St
Casper, WY 82601

Re: Value Engineering for the Casper Golf Course Maintenance Facility

Dear Mr. Sveda:

After evaluation of several different value engineering ideas for the Casper Golf Course Maintenance Building and Golfer Restroom Building, we are confident we can offer a deduct to our original bid amount of (\$209,290.00). This is based on the City's acceptance of the items and amounts in the attached Value Engineering worksheet and design modifications to be completed by the Project Architect. Upon redesign, we will verify deduct amounts but do not anticipate any significant adjustments being necessary.

Sincerely,

Wright Brothers, The Building Company



Michael Schumacher
Project Manager

Attachment



45 East Loucks Street, Suite 301
Sheridan, WY 82801
ph: 307.672.8270
info@dbarchitectsllc.com
www.dbarchitectsllc.com

November 21, 2013

Mr. Alex Sveda, P.E.
Assistant City Engineer
200 N. David St.
Casper, WY 82601

RE: City of Casper – Golf Course Maintenance Facility

Alex,

Bids were opened on the above project at Casper City Hall on October, 29th at 2:00 p.m. There were a total of three bidders for the Base Bid items and four Alternates. There were no local Casper Contractors that bid the project. Wright Brothers, The Building Company from Sheridan, WY was the low bidder. The low base-bid from Wright Brothers is \$1,599,497.00. Because the low bid exceeds the construction budget of approximately 1,365,000, we entered into a value engineering (VE) session with the City of Casper and Wright Brothers to reduce the construction cost. Knowing that it would very difficult to cut \$235,000 out of the project, but we did set an aggressive goal of finding \$200,000 worth of deductions. As shown in the attachment, we have exceeded that goal and have identified over \$209,000 in deductions.

Based on the VE work that has been done and tentatively approved, we recommend that the bid be awarded to Wright Brothers, The Building Company in the amount of \$1,599,497.00 with the understanding that DBA will make the revisions to the documents necessary for Wright Brothers to finalize the deductive price for the changes. Once this is accomplished, a Change Order will be executed in conjunction with the Construction Contract. This will reduce the Contract Amount to approximately 1,390,200.00

Enclosed is the value engineering bid tabulation for the project. Also enclosed is a draft "Notice of Award" for your use. Feel free to contact us if you have any questions.

Sincerely,

Levi Van Buggenum
DALE BUCKINGHAM ARCHITECTS, LLC

Enclosures

PRICE TABULATION: Value Engineering
 PROJECT: City of Casper Golf Course Maintenance Facility
 PROJECT NO: 2013-15
 MEETING DATE: November 6, 2013 @ 10 AM
 TARGET V.E. COMPLETION: November 21st, 2013

Item	Wright Brothers Quote			Status	Contractor	Notes
	GCMF	Golfer TF	Demo			
Base Bid Totals	\$1,432,719.00	\$145,518.00	\$21,260.00			
Morton						
Post Base-N Front	\$20,000.00			Accepted		Removal of spread footing @ N side Replace w Shallow Frost Protected Footing.
Flat Bottom Truss	\$581.00			Accepted		Switch from raked bottom chord truss to a flat bottom chord truss.
2' Overhang	\$10,952.00			Accepted		Reduce the 4' overhang to 2' overhang.
Standard Trim	\$6,072.00			Accepted		Switch from a 6" pf metal trim around all opening to Morton standard 1 1/4" pf metal trim
Non Functional Dormer	\$38,071.00			Accepted		All N side dormers become non-functional
Dormer Removal	included above			Accepted		Remove all 3 south side dormers
Windows @ Dormers	no savings			Accepted		Widows at all dormers are removed, and skylights replace S side dormers
Remove Porch				Not Accepted		Reduce E side porch to 4'
Architectural						
Masonry Wainscot	\$2,800.00			Accepted		Switch wainscot to colored split face 1/2 block from masonry
Eco Mesh Screen	\$17,619.00	\$9,783.00		Accepted		Removal of all ECO-Mesh screen systems
Toilet Partitions	\$2,520.00			Accepted		Remove partitions in Men's and Women's toilet rooms at GCMF, make rooms single occupancy
Wainscot Toilet	\$3,150.00	\$10,934.00		Accepted		Reduce tile work in GCMF toilet rooms to 4'-0". Remove all tile in Golfer's Toilet Facility. Replace tile on interior partition wall with FRP, painting all exposed gyp board and CMU block with epoxy paint. Steel trowel finish floors and seal.
OH Doors	\$1,036.00			Accepted		Replace glazed sections on both interior steel sectional doors with typical steel sections.
OH Doors	no savings			Not Accepted		Reduce doors to 10' height (minimal saving after adding addition framing / siding)
OH Doors	\$175.00			Accepted		Remove locks/interlocks from exterior OH Doors
OH Doors	\$295.00			Accepted		Remove Melkin 2" aluminum trim and replace with standard vinyl weather strip
OH Doors	\$845.00			Accepted		Change safety slotted track to standard stop type bottom fixtures
OH Doors	\$1,260.00			Accepted		replace gear hoist operator w/ belt drive (same warranty)
CMU Restroom		\$4,564.00		Accepted		Construct Restroom from CMU in lieu of PEWB
Structural						
	\$7,750.00	\$2,250.00		Accepted		Re-engineer footing and slab, to thickened slab with shallow footing
Mechanical						
Heating in Storage	\$8,158.00			Accepted		Removal of 3 radiant Mechanical Heaters from storage area.
Insulation in Storage	\$5,100.00			Accepted		Removal of insulation from storage area
Civil						
Retain W side	\$12,500.00			Accepted		Reduce S retaining wall assembly by 36'-0". Remove W retaining wall assembly and re-grade hillside to 25% or less slope to drain adequately. Install concrete gutter at W end.
Apron/Patio	\$2,700.00			Accepted		Reduce concrete apron width to 10'-0"
Additional Funds						
Fence	\$15,000.00			Accepted		Wright Brothers will repair fence where existing Maintenance facility is located.
Paving	\$3,975.00			Accepted		Reduce paving at toilet facility by 30%
Liner Panel	\$16,200.00			Accepted		Remove pf metal liner panel in Cold Storage and add an additional 4' of plywood around perimeter.
Weather Protection	\$5,000.00			Accepted		Credit for extending substantial completion to November 1, 2014, \$5000 more available upon completion of project if weather protection funds are not utilized.
Cost Reduction Sum	\$181,759.00	\$27,531.00	\$0.00			
Adjusted Bid Total	\$1,250,960.00	\$117,987.00	\$21,260.00			
Original Bid			\$1,599,497.00			
Deduct Amount			\$209,290.00			
Adjusted Grand Total			\$1,390,207.00			

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," Agreement with Wright Brothers, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to construct a new maintenance facility and restroom facility at the Municipal Golf Course, including demolition of the existing maintenance facility; and,

WHEREAS, Wright Brothers able and willing to provide those services specified as the Municipal Golf Course Maintenance Facility, Project No. 13-30.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Municipal Golf Course Maintenance Facility, Project No. 13-30, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the Dale Buckingham Architects, LLC who is hereinafter referred to as the "Architect/Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **November 1, 2014**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **December 1, 2014**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars

(\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Million Three Hundred Ninety Thousand Two Hundred Seven Dollars (\$1,390,207.00). See Exhibit "A" - Bid Form and Change Order No.1.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
 - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda No. One. (1).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Special Provisions consisting of thirty-two (32) Divisions and thirty-five (35) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

Municipal Golf Course Maintenance Facility, Project No. 13-30
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

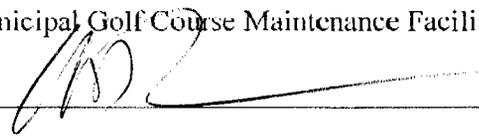
Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2013.

APPROVED AS TO FORM:

(Municipal Golf Course Maintenance Facility, Project No. 13-30)



CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V. H. McDonald
Title: City Clerk

Kenyne Schlager
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
 Municipal Golf Course Maintenance Facility
 Project No. 13-30

THIS BID SUBMITTED TO: City of Casper
 200 North David Street
 Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **August 15, 2014**, and completed and ready for final payment not later than by **September 15, 2014**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

 Addendum No. 1 Dated 10-24-13
 Addendum No. Dated
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for lump sum price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL COMBINED BID, IN NUMERALS: \$ 1,877,050.00

TOTAL COMBINED BID, IN WORDS: ONE Million Eight Hundred SEVENTY SEVEN Thousand AND FIFTY Dollars DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
9. Communications concerning this Bid shall be addressed to: Wright Brothers, The Building Company, Sheridan, LLC
- Address of Bidder: 1343 South Sheridan Avenue
Sheridan, Wyoming 82801
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on October 29th, 2013.

BF-2

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: N/A (seal)
(Individual's Name)

doing business as: N/A

Business Address: N/A
N/A
N/A

Phone Number: N/A

A PARTNERSHIP

By: N/A (seal)
(Firm's Name)

N/A
(General Partner)

Business Address: N/A
N/A
N/A

Phone Number: N/A

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Wright Brothers, The Building Company, Sheridan, LLC
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

Joseph Rausch
Joseph Rausch
(Title) Member

Terri Wright
Terri Wright

Business Address: 1343 South Sheridan Avenue
Sheridan, Wyoming 82801

Phone Number: 307-655-2548

A JOINT VENTURE

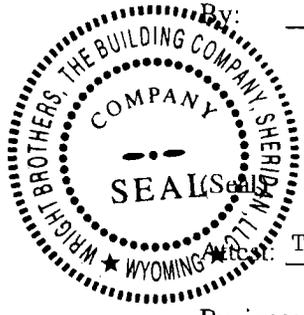
By: N/A (seal)
(Name)

N/A
(Address)

By: N/A (seal)
(Name)

N/A
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



BID SCHEDULE
Municipal Golf Course Maintenance Facility
Project No. 13-30

Bid Date: October 29, 2013, 2 p.m.

COMPANY NAME: Wright Brothers, The Building Company, Sheridan, LLC
 ADDRESS: 1343 South Sheridan Avenue
Sheridan, Wyoming 82801

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum

Item	Description	Unit	Quantity
1	MAINTENANCE FACILITY AND ALL ASSOCIATED SITE WORK	LS	\$ 1,432,719.00
2	RESTROOM FACILITY AND ALL ASSOCIATED SITE WORK	LS	\$ 145,518
3	DEMOLITION OF EXISTING MAINTENANCE FACILITY	LS	\$ 21,260

Total Base Bid (Items 1,2 and 3, in words): ONE MILLION FIVE HUNDRED NINETY NINE THOUSAND FOUR HUNDRED AND NINETY SEVEN DOLLARS Dollars (\$ 1,599,497.00)

Item	Description	Unit	Quantity
4	ADD ALTERNATE NO. 1 WASH BAY/CART STORAGE ENCLOSURE	LS	\$ 188,883.00
5	ADD ALTERNATE NO. 2A SITE FENCING	LS	\$ 16,405.00
6	ADD ALTERNATE NO. 2B SITE LANDSCAPING	LS	\$ 67,293.00
7	ADD ALTERNATE NO. 3 MOTION ACTIVATED SECURITY SYSTEM	LS	\$ 4,972.00

BS-1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WRIGHT BROTHERS, THE BUILDING COMPANY, LLC, FOR CONSTRUCTION OF THE MUNICIPAL GOLF COURSE MAINTENANCE FACILITY PROJECT.

WHEREAS, the City of Casper desires to construct a new golf course maintenance facility and golfer restroom facility; and,

WHEREAS, Wright Brothers, The Building Company, LLC, is able and willing to provide those services specified as the Municipal Golf Course Maintenance Facility, Project No. 13-30; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

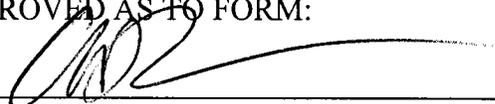
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Agreement with Wright Brothers for those services, in the amount of One Million Three Hundred Ninety Thousand Two Hundred Seven Dollars (\$1,390,207.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed One Million Three Hundred Ninety Thousand Two Hundred Seven Dollars (\$1,390,207.00) and Sixty-Eight Thousand Eight Hundred Seventy-Three Dollars (\$68,873.00) for a construction contingency account, for a total price of _____ One Million Four Hundred Fifty-Nine Thousand Eighty Dollars (\$1,459,080.00).

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 Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

November 13, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Kenneth King, Fire Chief *KK*

SUBJECT: 2013 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: www.wyohomelandsecurity.state.wy.us
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 2013

Political Subdivision:	City of Casper Fire Department (Region 2 State Regional Emergency Response Team)
Award Amount:	\$100,000.00
Award Period:	September 1, 2013 through May 31, 2015
CFDA #:	97.067
DHS Grant Code:	EMW-2013-SS-00011-S01
Project ID:	13-GPD-RR2-RR-HRT13

- 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 2013 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, 2013 through May 31, 2015. The total amount of this Grant is **\$100,000.00**.

5. **Federal Grant References:** The Fiscal Year 2013 HSGP Program Funding Opportunity Announcement (FOA) can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.
6. **Purpose of Grant Award:** The FY 2013 Homeland Security Grant Program (HSGP) plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined the *National Preparedness Goal* (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization but rather require the combined effort of the whole community. The FY 2013 HSGP supports all core capabilities in the Prevention, Protection, Mitigation, Response, and Recovery mission areas based on allowable costs. The FY 2013 HSGP Funding Opportunity announcement identifies three program specific priorities:
- **Priority One: Implementation of NPS and the Whole Community Approach to Security and Emergency Management**
 Objective One: Completion of the THIRA process in alignment with National Preparedness System guidance to identify the resources required to deliver core capabilities.
 Objective Two: Conduct risk driven, capabilities-based planning through whole community councils and working groups.
 Objective Three: Organization – Typing of equipment, and credentialing and training of personnel.
 Objective Four: Sustaining Capabilities.
Priority Two: Building and Sustaining Law Enforcement Terrorism Prevention Capabilities.
 Objective One: Nationwide Suspicious Activity Reporting Initiative (NSI)
 - **Priority Three: Maturation and Enhancement of State and Major Urban Area Fusion Centers** (Wyoming does not have a Fusion Center. However, virtual platforms do exist through Division of Criminal Investigation, Attorney General’s Office, Federal Bureau of Investigation, Wyoming Office of Homeland Security, and State and Local Law Enforcement Agencies.)
 Objective One: Baseline Capabilities.
 Objective Two: Analytic Capabilities.
 - **Priority Four: Innovation and Sustained Support for the National Campaign for Preparedness**
 Objective One: Foster individual and community preparedness and resilience by identifying needs; mobilizing partners; and creating innovative and effective solutions that can be grown, sustained, and replicated.
 - **Priority Five: Improve Immediate Emergency Victim Care at Mass Casualty Events**
 Objective One: Improve emergency care to victims of mass casualty events, including mass shootings.
 Objective Two: Improve community first aid training.
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 and proof of payment provided the expenditures comply with the FY2013 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.rkb.us>, and all applicable federal and state laws. There will be no extensions for the 2013 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 2013 HSGP objectives and priorities identified in the FY 2013 Homeland Security Grant Funding Opportunity Announcement and the State Initiatives which can be found at www.wyohomelandsecurity.state.wy.us.
- (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 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 2013 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), Office for Domestic Preparedness (ODP), 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 2013 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. 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.
- (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 WOHS 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 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 2013 Investment Justification (State Initiatives) that were submitted to DHS. Descriptions of the 2013 State Initiatives can be found at www.wyohomelandsecurity.state.wy.us.
 - (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.
- 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 any or all of the following FY 2013 State Initiatives:
- (1) WyoLink Interoperability
 - (2) Community Resilience
 - (3) Regional Emergency Response Teams
 - (4) Wyoming Improvised Explosive Device (IED) Protection and Response
 - (5) Information Sharing Across Critical Infrastructure Sectors

WOHS
Original Document

- (6) School Safety and Security
- (7) Cyber Terrorism
- (8) Mass Casualty – Victim Care

F. Subrecipient’s quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will include:

- (1) Equipment purchased and the number of people trained in a given capability to support a reported number defined resource typed teams including Bomb Squads, Dive Teams, SWAT Teams, and Explosive Detection Canine Teams. (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams)
- (2) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
- (3) What equipment was purchased and what typed capability it supports. Quarterly report forms are located on the Homeland Security website: <http://wyohomelandsecurity.state.wy.us>

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.
- 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 the State 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 the State 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 the Wyoming Office of 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:** 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.
- 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 Wyoming Office of 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 eleven (11) pages plus Attachment One, Point-of-Contact

Information Form, consisting of one (1) page, and Attachment Two, Summary of State Initiatives, consisting of three (3) 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 Subrecipient:** 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.

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WOHS
Original Document

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 Fire Department (Region 2 State Regional Emergency Response Team)

Mayor Kenyne Schlager
City of Casper

Date

Attested by: County Clerk

Date

Approved as to Form:



County Attorney
Atty

11/6/13

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton #105190

S. Jane Caton, Senior Assistant Attorney General

9-6-13

Date

Attachments:

1. Point of Contact Information Form.
2. Summary of State Initiatives

WOHS
Original Document



Point-of-Contact Information Form:

Date Submitted:

Return to:

**Wyoming Office of Homeland Security
 Attn: Erika Key
 Fax: (307) 635-6017
 E-mail: erika.key1@wyo.gov
 5500 Bishop Blvd
 Cheyenne WY, 82002**

Jurisdiction:								
Change from Previous:	Yes			No				
Grant Responsibility	SHSP		CCP		LETPA:	Sheriff		Coroner
Name:								
Title:								
Address:								
Address:								
City:								
ZIP:								
E-Mail:								
Work Phone:								
Cell Phone:								
Fax:								

NON-BINDING NOTICE OF INTENT TO ACCEPT AWARD AGREEMENT



State Grant No.		
Recipient Address:	Issuing Office Address:	
	Wyoming Office of Homeland Security 5500 Bishop Blvd Cheyenne, WY 82002	
<p>This is notice of the _____ intent to accept the 2013 State Homeland Security Grant <small>(Jurisdiction Name)</small></p> <p>in the amount of \$_____ for performance period September 1, 2013 through May 31, 2015. Before this award can be accepted, approval must be attained through our local government. This process may take more than the allotted 45 days for the distribution of the grant as indicated in the Funding Opportunity Announcement. Please accept this Notice of Intent to accept the 2013 State Homeland Security Grant funds pending approval from our local government.</p>		
Signature of Jurisdiction Signatory Official:	Date:	Phone: Fax:
Printed Name and Title:		Email:

RESOLUTION NO. _____

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,

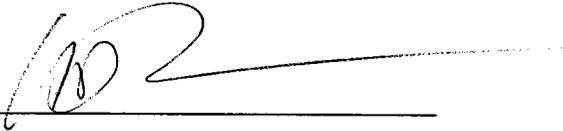
WHEREAS, the Wyoming Office of Homeland Security grant requires that certain criteria be met, and to the best of the governing body's knowledge the City's application for this grant met those criteria.

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 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 of the City of Casper, to act on behalf of the governing body on all matters relating to this grant application.

PASSED, APPROVED, AND ADOPTED on this 3rd day of December, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

November 19, 2013

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Release of Local Assessment District (LAD) Lien

Recommendation:

That Council, by resolution, authorize the release of Local Assessment District (LAD) lien on the properties listed on Exhibit A, dated November 19, 2013.

Summary:

The lien amount against the properties listed on the exhibit have been paid. Exhibit A contains the following Instrument numbers: 466694 and 901815. In order to remove this encumbrance on the title of the real property, it is necessary that the City of Casper release this secured instrument.

A resolution has been prepared for Council's consideration.

LAD LIEN RELEASE INFORMATION							
DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
11/19/2013	156	WESTWOOD #2	0	490	ANDREEN, JON D	2954 IMPERIAL PL	901815
11/19/2013	156	WESTWOOD #2	0	324	COMBS, PATRICIA A	1724 FREMONT AVE	901815
11/19/2013	156	WESTWOOD #2	0	370	THEESFELD, JOSEPH B	1655 LARAMIE	901815
11/19/2013	156	WESTWOOD #2	0	413-414 PT	ELROD, CODY	1812 BRIGHAM YOUNG	901815
11/19/2013	156	WESTWOOD #2	0	471	WENDINGER, JEREMY	3004 IMPERIAL PL	901815
11/19/2013	156	WESTWOOD #2	0	400	ORSO, CYNTHIA J	1655 BRIGHAM YOUNG	901815
11/19/2013	127	N CASPER ADDITION	37	151	GLENN, TASHIA EASTER	1043 ST JOHN	466694

EXHIBIT A
 LAD Lien Release Information

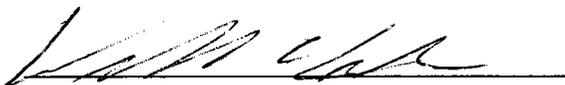
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, release of liens for property located in the local assessment district 127 and 156, as outlined in staff's report dated November 19, 2013.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2013.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

December 3, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Rick Harrah, Public Services Director
Andrew B. Beamer, P.E., City Engineer 
SUBJECT: Agreement for Payment of Construction of Sewer Line

Recommendation:

That Council, by resolution, authorize an Agreement for Payment of Construction of Sewer Line with the Natrona County School District No.1 for the Lincoln School site, in an amount not to exceed \$39,000.

Summary:

The Natrona County School District No.1 purchased Lots 2 and 3 of the Field of Dreams Addition from the City of Casper for construction of Lincoln School. A failing 4" sewer line crosses the site, which is limiting the site development. Under the terms of this agreement, the City of Casper is agreeing to reimburse the school district up to \$39,000 to reroute this line and install an 8" City sewer main. The school district has agreed to provide all required easements for this installation.

Funding for this agreement will be from sewer fund reserves.

A resolution is prepared for Council's consideration.

AGREEMENT FOR PAYMENT OF CONSTRUCTION OF SEWER LINE

WHEREAS, the City of Casper, ("City") desires to have a new sewer line constructed across property owned by Natrona County School District No. 1, (the "District") and further desires that the District's contractor, which will be constructing Lincoln School, perform the demolition of an existing sewer line (4" main, manholes, cleanouts) and the construction of the new sewer line; and

WHEREAS, the District has provided an easement to the City across its property for the new sewer line and agrees to accommodate the request of the City to have the contractor constructing Lincoln School also demolish the exiting sewer line and construct the new sewer line provided that the City pay the total costs of the demolition and construction.

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein, the City and the District agrees as follows:

1. The parties agree that the new sewer line will be constructed within an easement provided by the District to the City across the south end of Lot 3, Field of Dreams Addition, to the City of Casper, Wyoming and within Bernadine Street immediately adjacent to, and east of, said Lot 3.
2. The City shall provide, at no cost to the District, a full set of plans, specifications, and all other information necessary for the District's contractor to bid on and construct the new sewer line. Said plans, specifications, and other documents shall be supplied to the District in a timely manner in order that the District's construction schedule for Lincoln School will not be delayed. The District's agreement for design services of the school and related site development is not related to, nor does it provide for any responsibility for any of the scope of work related to the sewer line design and construction, or to the agreement between the District and the City.
3. The District agrees that it will include the work of the demolition of the existing sewer and the construction of the new sewer line in its contract with the contractor who will construct Lincoln School as an alternate bid item when the bids for the construction of Lincoln School are let. Thereafter, during the construction of Lincoln School, the District's contractor shall be required to do the demolition of the existing sewer and construct the new sewer line as part of its contract with the District. Provided, however, if the alternate bid item exceeds the sum of \$39,000, then the alternate bid item will be rejected by the District, unless otherwise approved in writing by the City's engineering department, and if the bid is rejected, the City shall take such

steps as are necessary to accomplish the demolition of the existing sewer and the construction of the new sewer line at no cost to the District. The demolition and construction shall be completed within a timeframe and in a manner that will not delay or interfere with the Districts' construction schedule for Lincoln school. Provided further, that in the event the alternate bid item is rejected, paragraphs 4, 5 and 6 shall not apply.

4. The City agrees that at such time as the new sewer line is constructed, it will, at its sole cost, provide the survey and stake out for the construction of the line and supervise the construction of the new sewer line and that the District, its architects, engineers and agents shall have no responsibility for the supervision of the demolition of the existing sewer line and the construction of the new sewer line. In the event that any buried rubble, subsurface contamination, or other underground obstacles are encountered during construction or demolition, the City shall pay for all costs associated with the same, including any disposal costs.

5. The District agrees that at such time as the District receives a request for payment from its contractor for the construction of the sewer line, it will provide a copy of the payment request to the City as well as any other applicable documents necessary for the City to pay for the construction of the sewer line. The City agrees that upon receipt of the payment information from the District, it will pay the District for the cost of the sewer line. The City agrees that it will pay the said amount not later than thirty (30) days from the date that the payment information is presented to it.

6. Upon completion of the construction of the new sewer line, the City will notify the District in writing that it has been accepted by the City.

7. The City agrees that the demolition and construction shall be done in accordance with its plans and specifications, as well as any applicable City Ordinance, or Federal or State law governing the demolition and construction of sewer lines in the City of Casper. The City further agrees that, as the sewer owner, it is responsible for applying for any required Wyoming DEQ Permit to construct and attending to all permit provisions and that it shall be responsible for all coordination with sewer customers to be connected with the new sewer.

8. The parties agree that the District shall have no obligations with respect to the new sewer line and that any maintenance, repair, construction, or replacement of the new sewer line shall be the sole responsibility of the City without cost to the District. The parties further agree

that the District, its Board of Trustees, employees and agents, shall have no liability associated with the construction, maintenance, use, repair, and removal of the new sewer line.

9. The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Sections 1-39-101 *et. seq.* (the "Act"), and the parties hereby specifically reserve the right to assert any and all rights, immunities and defenses they may have pursuant to the Act.

10. The effective date of this agreement shall be the later date of the dates this agreement is executed by the District and the City below.

NATRONA COUNTY SCHOOL
DISTRICT NO. 1

City of Casper, Wyoming
A Wyoming Municipal Corporation

By: 
Rita Walsh, Chairman, Board of
Trustees

By: _____
Kenyne Schlager, Mayor

Date: 11-22-13

Date: _____

Attest:

City Clerk

Approved as to Form:


City Attorney

RESOLUTION NO.

RESOLUTION AUTHORIZING AN AGREEMENT
FOR PAYMENT OF CONSTRUCTION OF SEWER
LINE WITH THE NATRONA COUNTY SCHOOL
DISTRICT NO 1.

WHEREAS, the City of Casper, ("City") desires to have a new sewer line constructed across property owned by Natrona County School District No. 1, (the "District") and further desires that the District's contractor, which will be constructing Lincoln School, perform the demolition of an existing sewer line (4" main, manholes, cleanouts) and the construction of the new sewer line; and,

WHEREAS, the District has provided an easement to the City across its property for the new sewer line and agrees to accommodate the request of the City to have the contractor constructing Lincoln School also demolish the exiting sewer line and construct the new sewer line provided that the City pay the total costs of the demolition and construction; and,

WHEREAS, the City finds that it should enter into an agreement with the District for the construction of the above described sewer line under the terms and conditions of said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, an "Agreement for Payment of Construction of Sewer Line" with the Natrona County School District No. 1 for the purposes set forth above.

PASSED, APPROVED, AND ADOPTED this _____ day of _____,
2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

December 3, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer

SUBJECT: Water and Sewer Easements from Natrona County School District No. 1
Installation of Water and Sanitary Sewer Mains Across School District Property

Recommendation:

That Council, by resolution, accept water and sewer easements from Natrona County School District No. 1 for installation of water and sanitary sewer mains across school district property for Lincoln School.

Summary:

Natrona County School District No. 1 has granted the City of Casper water and sewer easements to install water and sanitary sewer mains across their property. The property is located across portions of Lots 2 and 3 of the Field of Dreams Addition to the City of Casper. A portion of the utilities are being installed by the school district to provide service to Lincoln School, with the City of Casper installing a portion of the utilities for service to the All American Center. Upon installation and acceptance, the City will assume ownership and maintenance responsibility for the utilities. The easement allows the City of Casper to construct, maintain, repair, and/or replace the utilities as may be required.

A resolution is prepared for Council's consideration.

WATER LINE EASEMENT

THIS EASEMENT AGREEMENT MADE by Natrona County School District No. 1, 970 North Glenn Road, Casper, WY 82601, hereinafter referred to as "Grantor," and the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, WY 82601, hereinafter referred to as "Grantee."

RECITAL

WHEREAS, Grantee has requested that Grantor provide to Grantee a non-exclusive easement for a water line as described on Exhibits "A" and "B" attached hereto.

NOW, THEREFORE, the parties hereby agree as follows:

I. **GRANT OF EASEMENT; CONDITIONS.** Grantor does hereby convey unto the Grantee, its successors and assigns, for the benefit of Grantee, a non-exclusive easement more particularly described on Exhibits "A" and "B" attached hereto and made a part hereof, for the purposes of ingress and egress to lay-out, construct, inspect, operate, maintain, repair, replace and remove an underground water line and related equipment, under and across the easement. The easement shall burden Grantor's property and benefit Grantee, its successors and assigns. Grantee shall, as a condition of the easement, at its sole cost and expense, repair or replace and reclaim all areas and appurtenances disturbed by the use of the easement, including but not limited to, irrigation lines, heads, valves, wiring, and distribution manifolds, grass, trees or shrubs, paving and concrete sidewalks to pre-existing conditions or better. Grantor provides no warranty of title and this easement is subject to reservations, restrictions, covenants and conditions of record and all rights of way and easements, whether of record or not. The Grantee shall not use the easement for any use prohibited by or in violation of the terms of this agreement or applicable laws, rules or regulations.

2. **RESERVATION.** Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent or interfere with the easement granted herein.

3. **TERM OF EASEMENT.** The term of the easement shall be for so long as the easement is used for the purpose described in paragraph 1. If the easement is no longer used for the purposes described in Section 1 or is abandoned in writing by the Grantee, then the easement shall automatically and unconditionally terminate and revert to the then owner or owners of the property burdened by the easement.

4. **LIABILITY.** The Grantor and Grantee do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., by entering into this agreement and they hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Grantor: Natrona County School District No. 1
 970 North Glenn Road
 Casper, Wyoming 82601

To Grantee: City of Casper
 Attention: City Manager
 201 North David
 Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either

party, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This agreement and any amendments hereto, shall be recorded by the Grantee at its expense in the real property records of Natrona County, Wyoming.

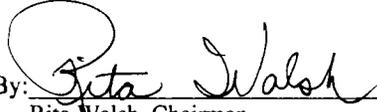
7. **RUNNING OF BENEFITS AND BURDENS; VALIDITY.** All provisions of this agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **EFFECTIVE DATE.** The effective date of this agreement shall be the later date of the dates this agreement is executed by Grantor and Grantee below.

GRANTOR:
NATRONA COUNTY SCHOOL
DISTRICT NO. 1

GRANTEE:
City of Casper, Wyoming
A Wyoming Municipal Corporation

By: 
Rita Walsh, Chairman,
Board of Trustees

By: _____
Kenyne Schlager, Mayor

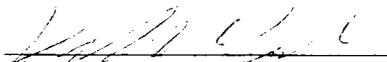
Date: 11-22-13

Date: _____

Attest:

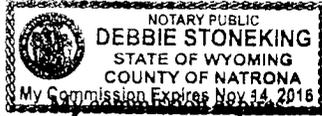
City Clerk

Approved as to Form:


City Attorney

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on November 22, 2013
by Rita Walsh as the Chairman of the Board of Trustees of Natrona County School District No. 1.



Debbie Stoneking
NOTARY PUBLIC

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on _____, 2013 by
Kenyne Schlager, as the Mayor of the City of Casper, Wyoming.

NOTARY PUBLIC

My commission expires:



EXHIBIT "A"
WATER LINE EASEMENT
CITY OF CASPER

A 20.00 foot wide strip of land situate within Lot 3, Field of Dreams Addition, City of Casper, Wyoming, within the SW¼NE¼ of Section 3, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being more particularly described as follows:

Commencing at the northwest corner of said Lot 3, Field of Dreams Addition, monumented by an aluminum cap and being the Point of Beginning;

Thence N89°22'25"E, along the north line of said Lot 3, a distance of 22.73 feet to the northeast corner of the strip of land being described herein;

Thence S27°44'48"W, along a line that is 20.00 feet east of and parallel with the west line of said Lot 3, a distance of 136.57 feet to a point that lies on the south line of said Lot 3;

Thence S89°27'05"W, along the south line of said Lot 3, a distance of 22.71 feet to the southwest corner of said Lot 3, monumented by a brass cap;

Thence N27°44'48"E, along the west line of said Lot 3 and the east line of Jane Street, a distance of 136.53 feet to the Point of Beginning.

The above described easement contains 0.063 acres, (2730 s.f.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in October, 2013, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



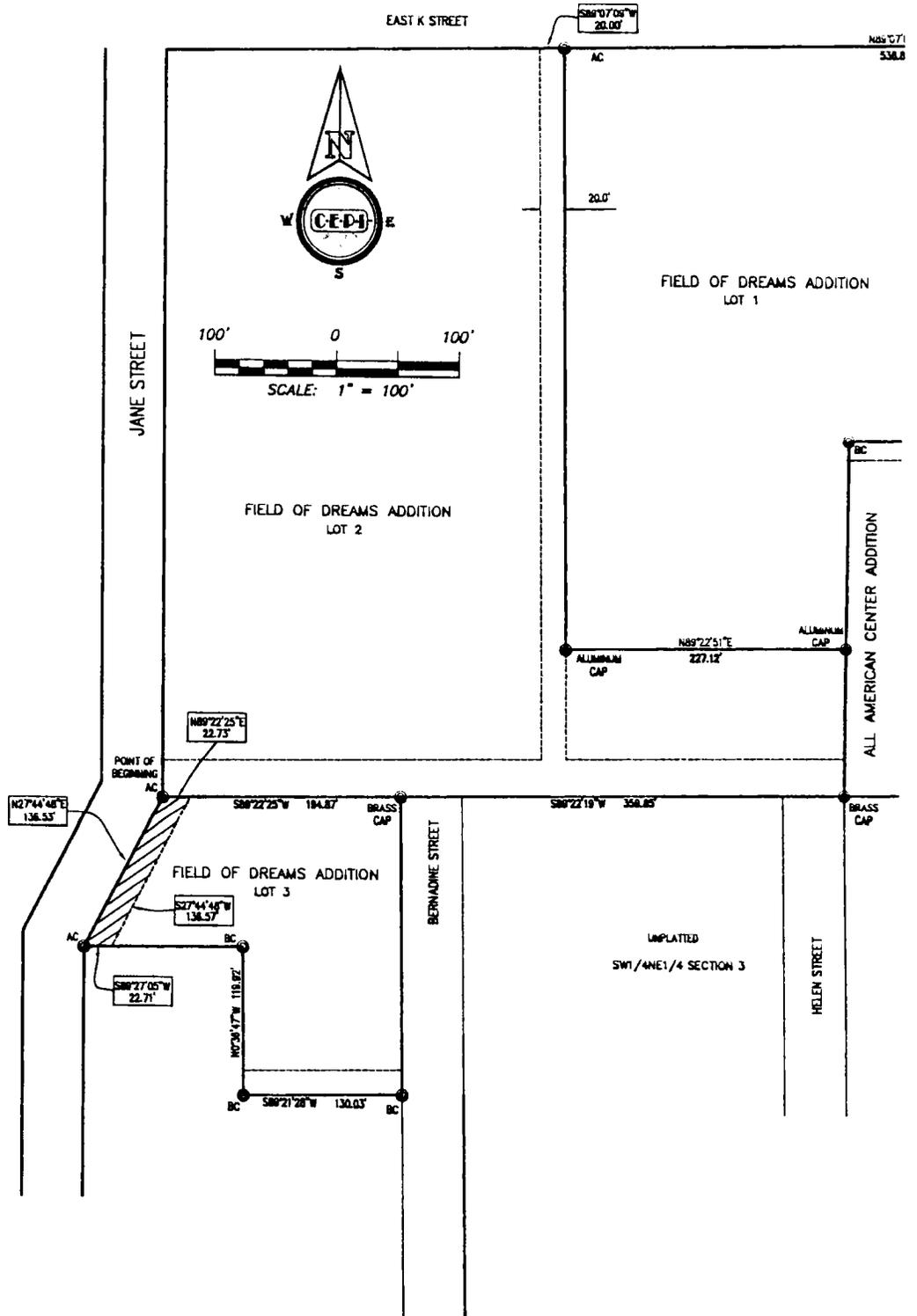


EXHIBIT "B"

WATER LINE EASEMENT
 CITY OF CASPER, WYOMING
 LOT 3, FIELD OF DREAMS ADDITION
 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 NOVEMBER, 2013



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

BASIS OF BEARINGS:
 Wyoming State Plane Coordinate
 System, East Central Zone, NAD 1983

W.O. #12-52

SEWER EASEMENT

THIS EASEMENT AGREEMENT MADE by Natrona County School District No. 1, 970 North Glenn Road, Casper, WY 82601, hereinafter referred to as "Grantor," and the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, WY 82601, hereinafter referred to as "Grantee."

RECITAL

WHEREAS, Grantee has requested that Grantor provide to Grantee a non-exclusive easement for a sanitary sewer line as described on Exhibits "A" and "B" attached hereto.

NOW, THEREFORE, the parties hereby agree as follows:

1. **GRANT OF EASEMENT; CONDITIONS.** Grantor does hereby convey unto the Grantee, its successors and assigns, for the benefit of Grantee, a non-exclusive easement more particularly described on Exhibits "A" and "B" attached hereto and made a part hereof, for the purpose of ingress and egress to lay-out, construct, inspect, operate, maintain, repair, replace and remove an underground sanitary sewer line and related equipment, under and across the easement. The easement shall burden Grantor's property and benefit Grantee, its successors and assigns. Grantee shall, as a condition of the easement, at its sole cost and expense, construct, repair or replace and reclaim all areas and appurtenances disturbed by the use of the easement, including but not limited to, irrigation lines, heads, valves, wiring, and distribution manifolds, grass, trees or shrubs, paving and concrete sidewalks to pre-existing conditions or better. Grantor provides no warranty of title and this easement is subject to reservations, restrictions, covenants and conditions of record and all rights of way and easements, whether of record or not. The Grantee shall construct the sewer line in compliance with its standards and represents to the Grantor that the sanitary sewer line will be designed and constructed such that it will withstand the planned uses by Grantor of the property subject to the easement, without failing. The Grantee shall not use the easement for any use prohibited by or in violation of the terms of this agreement or applicable laws, rules or regulations.

2. **RESERVATION.** Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent or interfere with the easement granted herein.

3. **TERM OF EASEMENT.** The term of the easement shall be for so long as the easement is used for the purpose described in paragraph 1. If the easement is no longer used for the purposes described in Section 1 or is abandoned in writing by the Grantee, then the easement shall automatically and unconditionally terminate and revert to the then owner or owners of the property burdened by the easement.

4. **LIABILITY.** The Grantor and Grantee do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., by entering into this agreement and they hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

The Grantee hereby agrees to indemnify and hold the Grantor, its trustees, agents and employees harmless from any and all liability for personal injury, death, or property damage arising out of or resulting from the Grantee's use of the easement, property for which Grantee has liability pursuant to the Wyoming Governmental claims Act.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Grantor: Natrona County School District No. 1
970 North Glenn Road
Casper, Wyoming 82601

To Grantee: City of Casper
Attention: City Manager
201 North David
Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either party, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This agreement and any amendments hereto, shall be recorded by the Grantee at its expense in the real property records of Natrona County, Wyoming.

7. **RUNNING OF BENEFITS AND BURDENS; VALIDITY.** All provisions of this agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **EFFECTIVE DATE.** The effective date of this agreement shall be the later date of the dates this agreement is executed by Grantor and Grantee below.

GRANTOR:
NATRONA COUNTY SCHOOL
DISTRICT NO. 1

GRANTEE:
City of Casper, Wyoming
A Wyoming Municipal Corporation

By: 
Rita Walsh, Chairman,
Board of Trustees

By: _____
Kenyne Schlager, Mayor

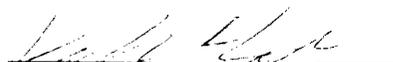
Date: 11-22-13

Date: _____

Attest:

City Clerk

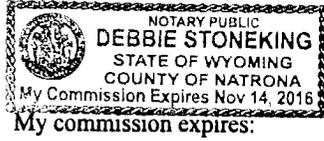
Approved as to Form:



City Attorney

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on November 22, 2013
by Rita Walsh as the Chairman of the Board of Trustees of Natrona County School District No. 1.



Debbie Stoneking
NOTARY PUBLIC

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on _____, 2013 by
Kenyne Schlager, as the Mayor of the City of Casper, Wyoming.

My commission expires:

NOTARY PUBLIC



EXHIBIT "A"
SEWER LINE EASEMENT
CITY OF CASPER

A 20.00 foot wide strip of land situate within Lot 3, Field of Dreams Addition, City of Casper, Wyoming, within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being more particularly described as follows:

Commencing at the southeast corner of said Lot 3, Field of Dreams Addition, monumented by a brass cap, being the southeast corner of the strip of land being described herein and the Point of Beginning of this legal description;

Thence S89°21'28"W, along the south line of this strip of land and the south line of said Lot 3, 130.03 feet to the southwest corner of this strip of land, being the southwest corner of said Lot 3 and monumented by a brass cap;

Thence N00°36'47"W, along the west line of this strip of land and the west line of said Lot 3, a distance of 20.00 feet to the northwest corner of this strip of land;

Thence N89°21'28"E, along the north line of this strip of land and along a line that is 20.00 feet north of and parallel with the south line of said Lot 3, 130.03 feet to the northeast corner of this strip of land, said point lies on the east line of said Lot 3;

Thence S00°38'32"E, along the east line of this strip of land, the east line of said Lot 3, and the west line of Bernadine Street, a distance of 20.00 feet to the Point of Beginning.

The above described easement contains 0.060 acres, (2,600 s.f.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in October, 2013, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



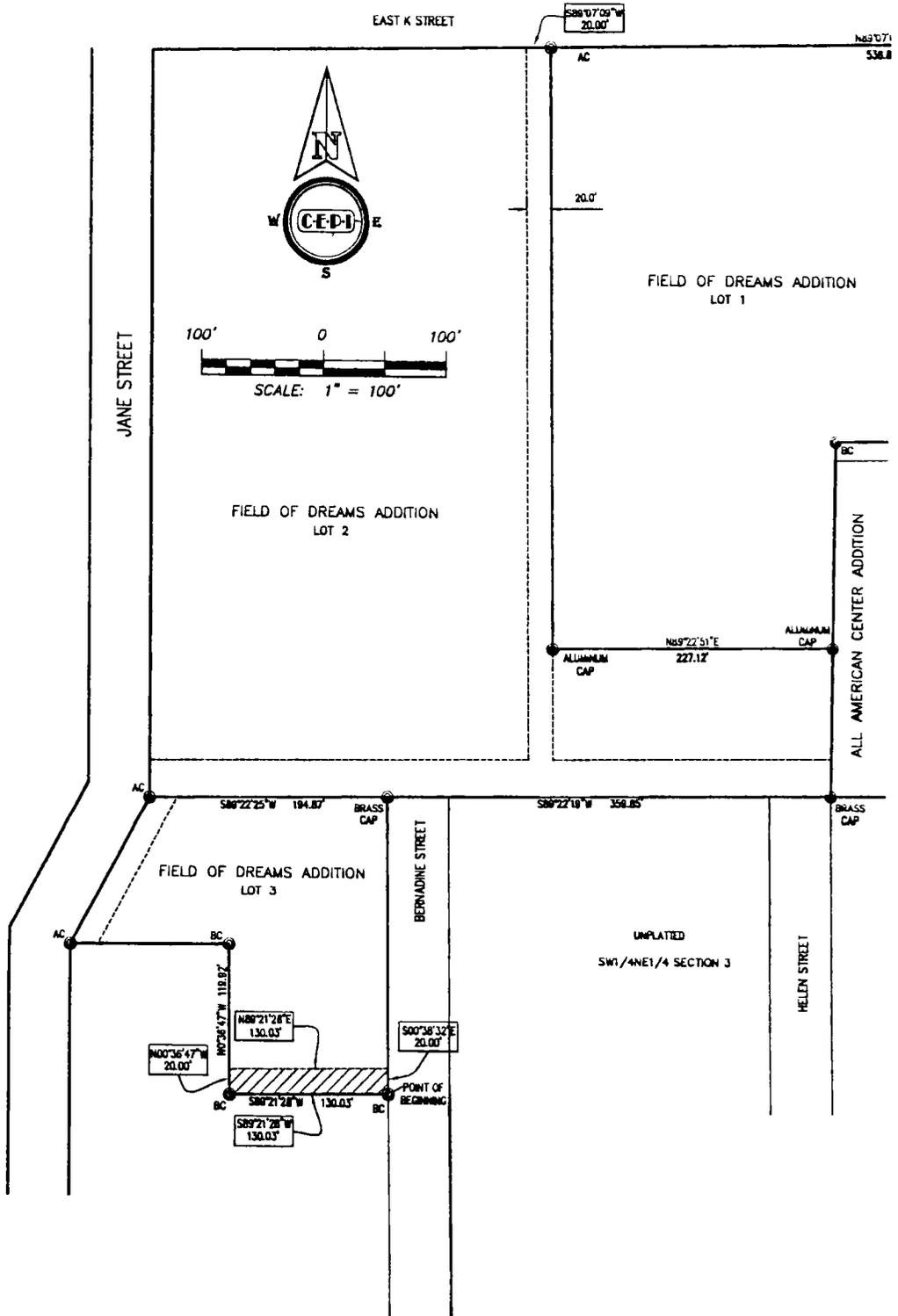


EXHIBIT "B"

SEWER LINE EASEMENT
 CITY OF CASPER, WYOMING
 LOT 3, FIELD OF DREAMS ADDITION
 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 NOVEMBER, 2013



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

BASIS OF BEARINGS:
 Wyoming State Plane Coordinate
 System, East Central Zone, NAD 1983

W.O. #12-52

WATER AND SEWER EASEMENT

THIS EASEMENT AGREEMENT MADE by Natrona County School District No. 1, 970 North Glenn Road, Casper, WY 82601, hereinafter referred to as "Grantor," and the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, WY 82601, hereinafter referred to as "Grantee."

RECITAL

WHEREAS, Pursuant to paragraph 9.f. of the Real Estate Purchase Agreement between Grantor and Grantee dated May 7, 2013, Grantor is obligated to provide to Grantee a non-exclusive easement for water and sanitary sewer lines as described on Exhibits "A" and "B" attached hereto.

NOW, THEREFORE, the parties hereby agree as follows:

1. **GRANT OF EASEMENT; CONDITIONS.** Grantor does hereby convey unto the Grantee, its successors and assigns, for the benefit of Grantee, a non-exclusive easement more particularly described on Exhibits "A" and "B" attached hereto and made a part hereof, for the purposes of ingress and egress to lay-out, construct, inspect, operate, maintain, repair, replace and remove underground water and sanitary sewer lines and related equipment, under and across the easement. The easement shall burden Grantor's property and benefit Grantee, its successors and assigns. Grantee shall, as a condition of the easement, at its sole cost and expense, repair or replace and reclaim all areas and appurtenances disturbed by the use of the easement, including but not limited to, irrigation lines, heads, valves, wiring, and distribution manifolds, grass, trees or shrubs, paving and concrete sidewalks to pre-existing conditions or better. Grantor provides no warranty of title and this easement is subject to reservations, restrictions, covenants and conditions of record and all rights of way and easements, whether of record or not. The Grantee shall not use the easement for any use prohibited by or in violation of the terms of this agreement or applicable laws, rules or regulations.

2. **RESERVATION.** Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent or interfere with the easement granted herein.

3. **TERM OF EASEMENT.** The term of the easement shall be for so long as the easement is used for the purpose described in paragraph 1. If the easement is no longer used for the purposes described in Section 1 or is abandoned in writing by the Grantee, then the easement shall automatically and unconditionally terminate and revert to the then owner or owners of the property burdened by the easement.

4. **LIABILITY.** The Grantor and Grantee do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., by entering into this agreement and they hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Grantor: Natrona County School District No. 1
 970 North Glenn Road
 Casper, Wyoming 82601

To Grantee: City of Casper
 Attention: City Manager
 201 North David
 Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either party, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This agreement and any amendments hereto, shall be recorded by the Grantee at its expense in the real property records of Natrona County, Wyoming.

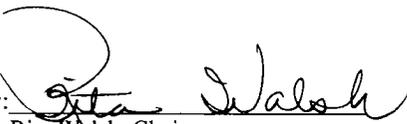
7. **RUNNING OF BENEFITS AND BURDENS; VALIDITY.** All provisions of this agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **EFFECTIVE DATE.** The effective date of this agreement shall be the later date of the dates this agreement is executed by Grantor and Grantee below.

GRANTOR:
NATRONA COUNTY SCHOOL
DISTRICT NO. 1

GRANTEE:
City of Casper, Wyoming
A Wyoming Municipal Corporation

By: 
Rita Walsh, Chairman,
Board of Trustees

By: _____
Kenyne Schlager, Mayor

Date: 11-22-13

Date: _____

Attest:

City Clerk

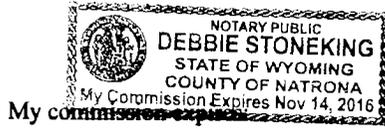
Approved as to Form:



City Attorney

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on November 22, 2013
by Rita Walsh as the Chairman of the Board of Trustees of Natrona County School District No. 1.



Debbie Stoneking
NOTARY PUBLIC

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on _____, 2013 by
Kenyne Schlager, as the Mayor of the City of Casper, Wyoming.

My commission expires:

NOTARY PUBLIC



EXHIBIT "A"
WATER & SEWER LINE EASEMENT
CITY OF CASPER

A variable width strip of land situate within Lot 2, Field of Dreams Addition, City of Casper, Wyoming, within the SW¼NE¼ of Section 3, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being more particularly described as follows:

Commencing at the northeast corner of said Lot 2, Field of Dreams Addition, monumented by an aluminum cap and being the Point of Beginning;

Thence S00°36'51"E, along the east line of said Lot 2, a distance of 484.55 feet to the southwest corner of Lot 1, Field of Dreams Addition, monumented by an aluminum cap;

Thence continuing S00°36'51"E, a distance of 89.03 feet to a point;

Thence N89°22'19"E, along a line that is 30.00 feet north of and parallel with the south line of said Lot 2, a distance of 225.64 feet to a point located on the east line of said Lot 2, also being the west line of the All American Center Addition;

Thence S00°20'05"W, along the east line of said Lot 2 and the west line of the All American Center Addition, a distance of 30.00 feet to the southeast corner of said Lot 2 and the southwest corner of said All American Center Addition, monumented by a brass cap;

Thence S89°22'19"W, along the south line of said Lot 2, a distance of 359.85 feet to a point, monumented by a brass cap;

Thence S89°22'25"W, continuing along the south line of said Lot 2, a distance of 194.86 feet to the southwest corner of said Lot 2, monumented by an aluminum cap;

Thence N00°12'09"W, along the west line of said Lot 2 and the east line of Jane Street, a distance of 30.00 feet to a point;

Thence N89°22'19"E, along a line that is 30.00 feet north of and parallel with the south line of said Lot 2, a distance of 309.35 feet to a point;

Thence N00°36'51"W, a distance of 573.50 feet to a point located on the north line of said Lot 2;

Thence S89°07'09"W, along the north line of said Lot 2 and the south line of East K Street, a distance of 20.00 feet to the Point of Beginning.

The above described easement contains 0.645 acres, (28,115 s.f.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in October, 2013, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



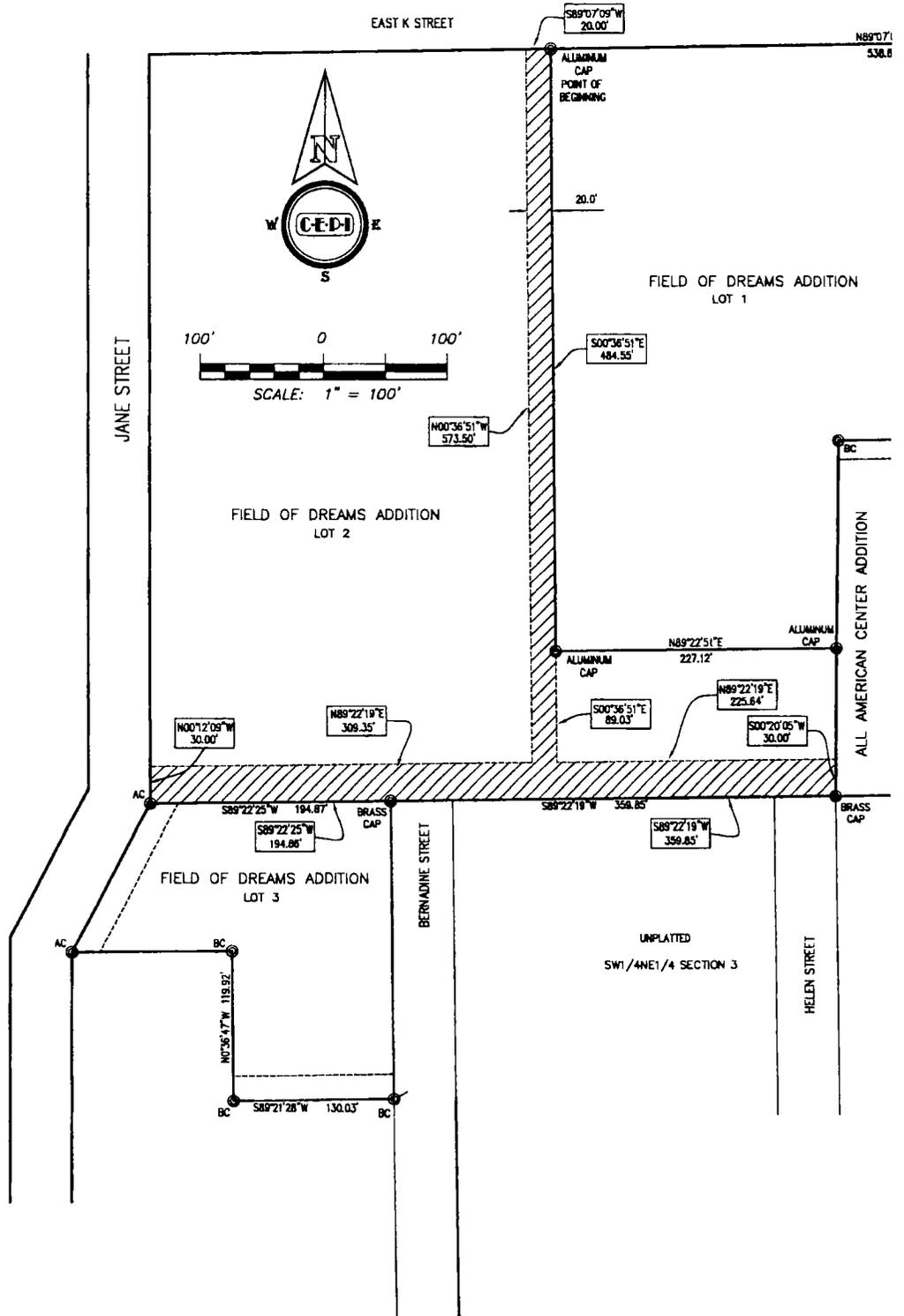


EXHIBIT "B"

WATER & SEWER LINE EASEMENT
 CITY OF CASPER, WYOMING
 LOT 2, FIELD OF DREAMS ADDITION
 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 NOVEMBER, 2013



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

BASIS OF BEARINGS:
 Wyoming State Plane Coordinate
 System, East Central Zone, NAD 1983

W.O. #12-52

WATER LINE EASEMENT

THIS EASEMENT AGREEMENT MADE by Natrona County School District No. 1, 970 North Glenn Road, Casper, WY 82601, hereinafter referred to as "Grantor," and the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, WY 82601, hereinafter referred to as "Grantee."

RECITAL

WHEREAS, Grantee has requested that Grantor provide to Grantee a non-exclusive easement for a water line as described on Exhibit "A" attached hereto.

NOW, THEREFORE, the parties hereby agree as follows:

1. **GRANT OF EASEMENT; CONDITIONS.** Grantor does hereby convey unto the Grantee, its successors and assigns, for the benefit of Grantee, a non-exclusive easement more particularly described on Exhibit "A" attached hereto and made a part hereof, for the purposes of ingress and egress to lay-out, construct, inspect, operate, maintain, repair, replace and remove an underground water line and related equipment, under and across the easement. The easement shall burden Grantor's property and benefit Grantee, its successors and assigns. Grantee shall, as a condition of the easement, at its sole cost and expense, repair or replace and reclaim all areas and appurtenances disturbed by the use of the easement, including but not limited to, irrigation lines, heads, valves, wiring, and distribution manifolds, grass, trees or shrubs, paving and concrete sidewalks to pre-existing conditions or better. Grantor provides no warranty of title and this easement is subject to reservations, restrictions, covenants and conditions of record and all rights of way and easements, whether of record or not. The Grantee shall not use the easement for any use prohibited by or in violation of the terms of this agreement or applicable laws, rules or regulations.

2. **RESERVATION.** Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent or interfere with the easement granted herein.

3. **TERM OF EASEMENT.** The term of the easement shall be for so long as the easement is used for the purpose described in paragraph 1. If the easement is no longer used for the purposes described in Section 1 or is abandoned in writing by the Grantee, then the easement shall automatically and unconditionally terminate and revert to the then owner or owners of the property burdened by the easement.

4. **LIABILITY.** The Grantor and Grantee do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., by entering into this agreement and they hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Grantor: Natrona County School District No. 1
 970 North Glenn Road
 Casper, Wyoming 82601

To Grantee: City of Casper
 Attention: City Manager
 201 North David
 Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either

party, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This agreement and any amendments hereto, shall be recorded by the Grantee at its expense in the real property records of Natrona County, Wyoming.

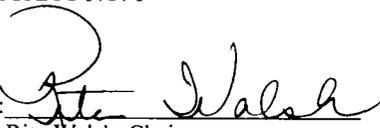
7. **RUNNING OF BENEFITS AND BURDENS; VALIDITY.** All provisions of this agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **EFFECTIVE DATE.** The effective date of this agreement shall be the later date of the dates this agreement is executed by Grantor and Grantee below.

GRANTOR:
NATRONA COUNTY SCHOOL
DISTRICT NO. 1

GRANTEE:
City of Casper, Wyoming
A Wyoming Municipal Corporation

By: 
Rita Walsh, Chairman,
Board of Trustees

By: _____
Kenyne Schlager, Mayor

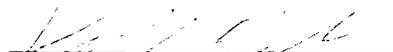
Date: 11-22-13

Date: _____

Attest:

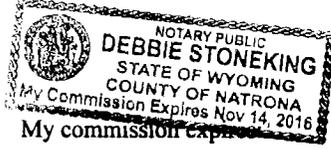
City Clerk

Approved as to Form:


City Attorney

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on November 22, 2013
by Rita Walsh as the Chairman of the Board of Trustees of Natrona County School District No. 1.



Debbie Stoneking
NOTARY PUBLIC

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on _____, 2013 by
Kenyne Schlager, as the Mayor of the City of Casper, Wyoming.

NOTARY PUBLIC

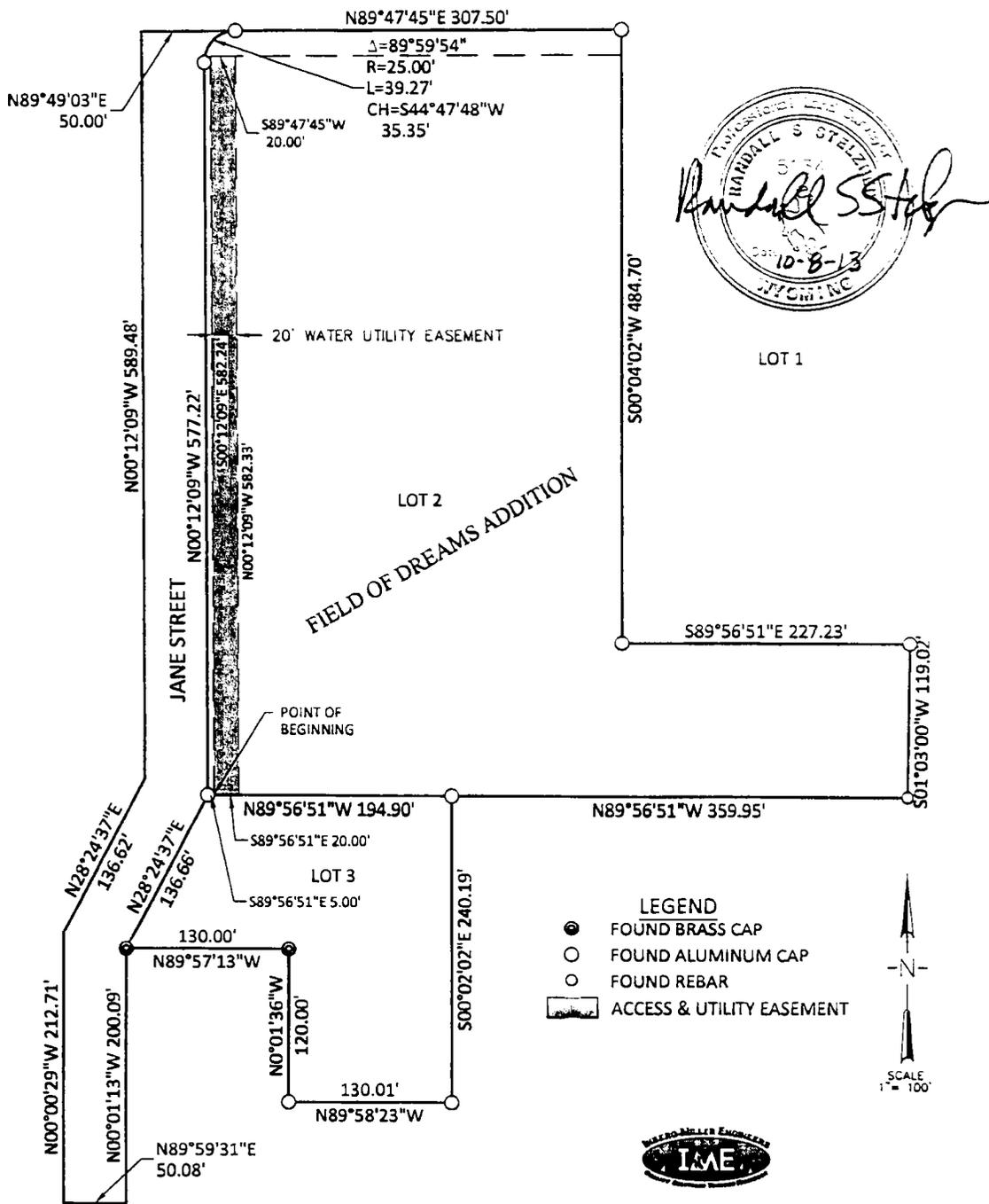
My commission expires:

EXHIBIT "A"
WATER UTILITY EASEMENT
CITY OF CASPER

A 20.00 foot strip of land designated as a water utility easement situate within Lot 2, Field of Dreams Addition, a subdivision located within the SW¼ NE¼, Section 3, T.33N., R.79W., 6th P.M., City of Casper, Natrona County, Wyoming, being recorded as Document Number 930690 in the office of the Natrona County Clerk and Records in Casper, Wyoming, as shown on this Exhibit attached hereon and by this reference made a part hereof, being more particularly described as follows:

Commencing at the southwest corner of Lot 2 of said Field of Dreams Addition, being a found aluminum cap; thence S89°56'51"E along the south line of said Lot 2, 5.00 feet to the POINT OF BEGINNING of this water utility easement description; thence from said Point of Beginning, continue S89°56'51"E along the south line of said Lot 2, 20.00 feet; thence N00°12'09"W parallel with the west line of said Lot 2, 582.33 feet; thence S89°47'45"W parallel with the north line of said Lot 2, 20.00 feet; thence S00°12'09"E parallel with the west line of said Lot 2, 582.24 feet to the Point of Beginning of this water utility easement description, containing 11,646 square feet, or 0.267 acres, more or less, and is subject to all easements, rights-of-way and restrictions of record.

I, Randall S. Stelzner, a Professional Land Surveyor of the State of Wyoming, do hereby state that the above described property was surveyed under my direction by Travis D. Ferguson during October, 2012 and that the accompanying map is correct to the best of my knowledge.



- LEGEND**
- FOUND BRASS CAP
 - FOUND ALUMINUM CAP
 - FOUND REBAR
 - ▭ ACCESS & UTILITY EASEMENT



WATER UTILITY EASEMENT

Sheet 1 of 1

LOT 2, FIELD OF DREAMS ADDITION
 SW¼ NE¼ SECTION 3, T.33N., R.79W., 6th P.M.
 CASPER, WYOMING

124 East Main Street 1120 East C Street 350 Parsley Boulevard 428 Alan Road 193 West Flaming Gorge Way
 Riverton, WY 82501 Casper, WY 82601 Cheyenne, WY 82007 Powell, WY 82435 Green River, WY 82935
 307-856-8136 307-577-0806 307-635-6827 307-754-7170 307-875-4394

INBERG-MILLER ENGINEERS

Book: Page Nos.
 File: 16219 Easement.dwg

ACCESS AND UTILITY EASEMENT

THIS EASEMENT AGREEMENT MADE by Natrona County School District No. 1, 970 North Glenn Road, Casper, WY 82601, hereinafter referred to as "Grantor," and the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, WY 82601, hereinafter referred to as "Grantee."

RECITAL

WHEREAS, Grantee has requested that Grantor provide to Grantee a non-exclusive easement for utilities and access as described on Exhibit "A" attached hereto.

NOW, THEREFORE, the parties hereby agree as follows:

1. **GRANT OF EASEMENT; CONDITIONS.** Grantor does hereby convey unto the Grantee, its successors and assigns, for the benefit of Grantee, a non-exclusive easement more particularly described on Exhibit "A" attached hereto and made a part hereof, for the purposes of ingress and egress to lay-out, construct, inspect, operate, maintain, repair, replace and remove underground utilities and related equipment, under and across the easement and for use as access. The easement shall burden Grantor's property and benefit Grantee, its successors and assigns. Grantee shall, as a condition of the easement, at its sole cost and expense, repair or replace and reclaim all areas and appurtenances disturbed by the use of the easement, including but not limited to, irrigation lines, heads, valves, wiring, and distribution manifolds, grass, trees or shrubs, paving and concrete sidewalks to pre-existing conditions or better. Grantor provides no warranty of title and this easement is subject to reservations, restrictions, covenants and conditions of record and all rights of way and easements, whether of record or not. The Grantee shall not use the easement for any use prohibited by or in violation of the terms of this agreement or applicable laws, rules or regulations.

2. **RESERVATION.** Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent or interfere with the easement granted herein.

3. **TERM OF EASEMENT.** The term of the easement shall be for so long as the easement is used for the purpose described in paragraph 1. If the easement is no longer used for the purposes described in Section 1 or is abandoned in writing by the Grantee, then the easement shall automatically and unconditionally terminate and revert to the then owner or owners of the property burdened by the easement.

4. **LIABILITY.** The Grantor and Grantee do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., by entering into this agreement and they hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Grantor: Natrona County School District No. 1
 970 North Glenn Road
 Casper, Wyoming 82601

To Grantee: City of Casper
 Attention: City Manager
 201 North David
 Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either party, by notice given as provided above, may change the address to which future notices should

be sent.

6. **RECORDING.** This agreement and any amendments hereto, shall be recorded by the Grantee at its expense in the real property records of Natrona County, Wyoming.

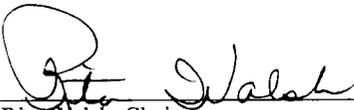
7. **RUNNING OF BENEFITS AND BURDENS; VALIDITY.** All provisions of this agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **EFFECTIVE DATE.** The effective date of this agreement shall be the later date of the dates this agreement is executed by Grantor and Grantee below.

GRANTOR:
NATRONA COUNTY SCHOOL
DISTRICT NO. 1

GRANTEE:
City of Casper, Wyoming
A Wyoming Municipal Corporation

By: 
Rita Walsh, Chairman,
Board of Trustees

By: _____
Kenyne Schlager, Mayor

Date: 11-22-13

Date: _____

Attest:

City Clerk

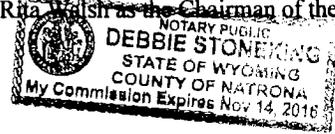
Approved as to Form:



City Attorney

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on November 22, 2013
by Rita Walsh as the Chairman of the Board of Trustees of Natrona County School District No. 1.



Debbie Stoneking
NOTARY PUBLIC

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on _____, 2013 by
Kenye Schlager, as the Mayor of the City of Casper, Wyoming.

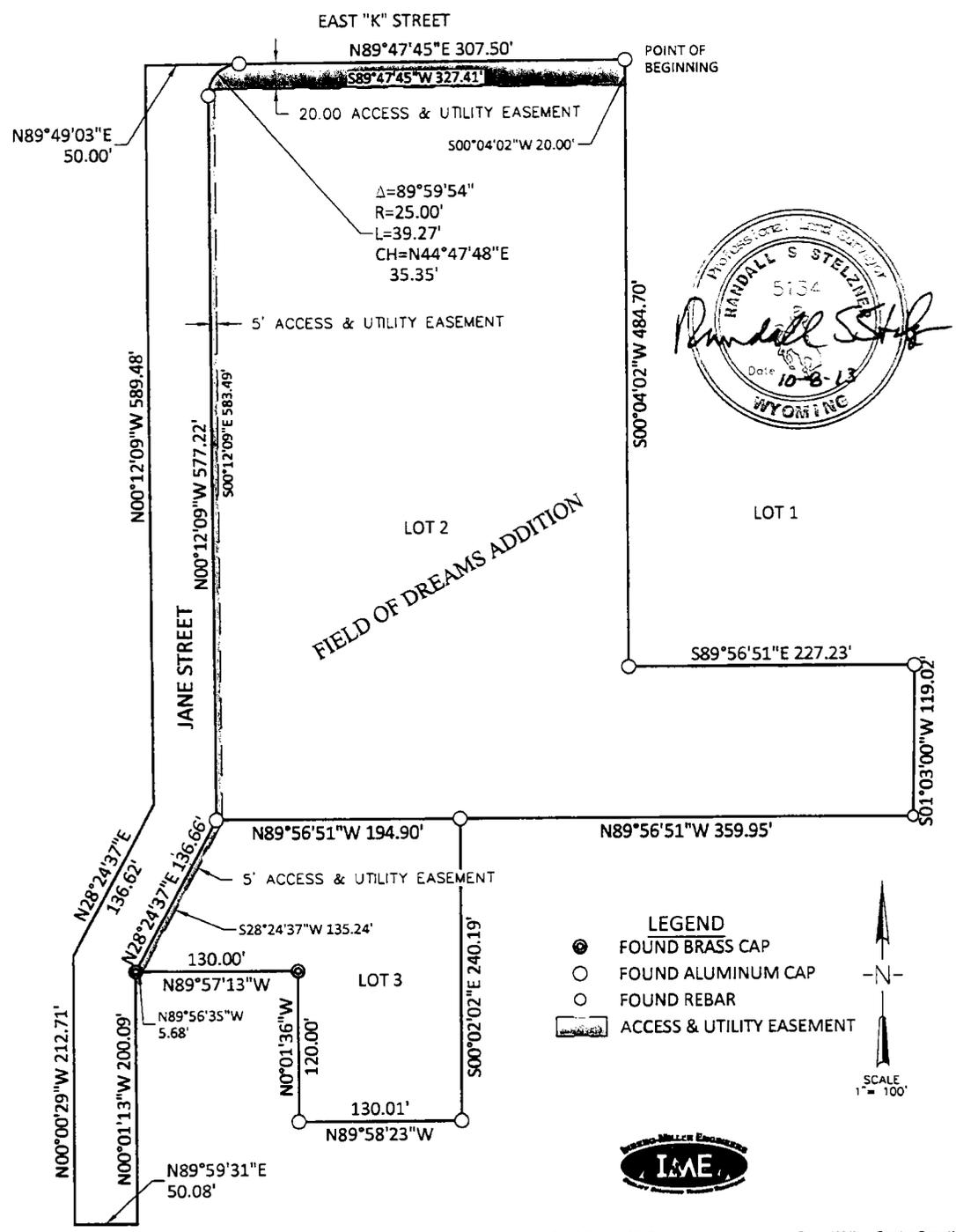
NOTARY PUBLIC

My commission expires:

EXHIBIT "A"
ACCESS & UTILITY EASEMENT
CITY OF CASPER

A parcel of land designated as an access and utility easement situate within Lots 2 and 3, Field of Dreams Addition, a subdivision located within the SW¼ NE¼, Section 3, T.33N., R.79W., 6th P.M., City of Casper, Natrona County, Wyoming, being recorded as Document Number 930890 in the office of the Natrona County Clerk and Records in Casper, Wyoming, as shown on this Exhibit attached hereon and by this reference made a part hereof, being more particularly described on Sheet 2 of 2.

I, Randall S. Stelzner, a Professional Land Surveyor of the State of Wyoming, do hereby state that the above described property was surveyed under my direction by Travis D. Ferguson during October, 2012 and that the accompanying map is correct to the best of my knowledge.



ACCESS & UTILITY EASEMENT
 Sheet 1 of 2
 LOTS 2 AND 3 FIELD OF DREAMS ADDITION
 SW¼NE¼ SECTION 3, T.33N., R.79W., 6th P.M.
 CASPER, WYOMING

124 East Main Street Riverton, WY 82501 307-856-8136
 1120 East C Street Casper, WY 82601 307-577-0806
 350 Parsley Boulevard Cheyenne, WY 82007 307-635-6827
 428 Alan Road Powell, WY 82435 307-754-7170
 193 West Flaming Gorge Way Green River, WY 82635 307-875-4394

INBERG-MILLER ENGINEERS
 Book: Page Nos.
 File: 16219 Easement.dwg

EXHIBIT "A"
ACCESS & UTILITY EASEMENT
CITY OF CASPER

A parcel of land designated as an access and utility easement situate within Lots 2 and 3, Field of Dreams Addition, a subdivision located within the SW¼ NE¼, Section 3, T.33N., R.79 W., 6th P.M., Natrona County, Wyoming, being recorded as Document Number 930890 in the office of the Natrona County Clerk and Records in Casper, Wyoming, as shown on this Exhibit attached hereon and by this reference made a part hereof, being more particularly described as follows:

BEGINNING at the northeast corner of Lot 2 of said Field of Dreams Addition, said corner being a found aluminum cap; thence from said Point of Beginning, S00°04'02"W along the east line of said Lot 2, 20.00 feet; thence S89°47'45"W parallel with the north line of said Lot 2, 327.41 feet; thence S00°12'09"E parallel with the west line of said Lot 2, 583.49 feet; thence S28°24'37"W parallel with the west line of said Lot 3, 135.24 feet to intersect the south line of said Lot 3; thence N89°57'13"W along the south line of said Lot 3, 5.69 feet to the southwest corner of said Lot 3 being a found brass cap; thence N28°24'37"E along the west line of said Lot 3, 136.66 feet to the northwest corner of said Lot 3, being coincident with the southwest corner of said Lot 2 being a found aluminum cap; thence N00°12'09"W along the west line of said Lot 2, 577.22 feet to a found aluminum cap at the Point of Curvature at the northwest corner of said Lot 2; thence along an arc of a curve to the right 39.27 feet to a found aluminum cap at the Point of Tangency at the northwest corner of said Lot 2, said curve having a radius of 25.00 feet, central angle of 89°59'54", and chord bearing N44°47'48"E, 35.35 feet; thence N89°47'45"E along the north line of said Lot 2, 307.50 feet to the Point of Beginning of this access and utility easement description, containing 10,109 square feet, or 0.232 acres, more or less, and subject to all easements, rights-of-way and restrictions of record.



ACCESS & UTILITY EASEMENT

Sheet 2 of 2

LOTS 2 AND 3 FIELD OF DREAMS ADDITION
SW¼NE¼ SECTION 3, T.33N., R.79W., 6th P.M.
CASPER, WYOMING

238

124 East Main Street Riverton, WY 82501 307-856-8136	1120 East C Street Casper, WY 82601 307-577-0806	350 Parsley Boulevard Cheyenne, WY 82007 307-635-6827	428 Alan Road Powell, WY 82435 307-754-7170	193 West Flaming Gorge Way Green River, WY 82935 307-875-4394
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INBERG-MILLER ENGINEERS

Book: Page Nos.
File: 16219 Easement.dwg

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING WATER AND SEWER EASEMENTS FROM NATRONA COUNTY SCHOOL DISTRICT NO. 1 FOR INSTALLATION OF WATER AND SANITARY SEWER MAINS ACROSS PRIVATE PROPERTY.

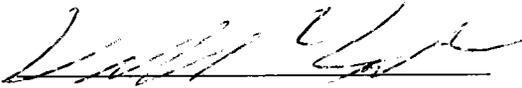
WHEREAS, the City of Casper requires an easement for installation and maintenance of public utilities across private property; and,

WHEREAS, Natrona County School District No. 1 (District) has granted the City of Casper the necessary easements across their property located across a portion of Lots 2 and 3 of the Field of Dreams Addition to the City of Casper by five (5) separate easement agreements that need to be approved by the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, five (5) separate easement agreements from Natrona County School District No. 1, for installation and maintenance of public utilities on their property, more particularly described in said easements, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

November 26, 2013

MEMO TO: John C. Patterson, City Manager

FROM: William C. Luben, City Attorney 

SUBJECT: Ratification of Prior Real Estate Sales by the Amoco Reuse Agreement Joint Powers Board.

Recommendation:

That Council ratify prior real estate sales by the Amoco Reuse Agreement Joint Powers Board for compliance under the terms and conditions of the Amoco Property Reuse Joint Powers Agreement between the City of Casper and Natrona County, Wyoming.

Summary:

The Joint Powers Agreement between the City and the County requires the Amoco Reuse Agreement Joint Powers Board (the "JPB") to obtain the approval from both the County and the City prior to the sale of any property by the JPB. It is apparent that the JPB, in the past, has not always obtained the necessary approval from the County and the City, and as such, a title defect could be raised for the future transfers and sales of these properties.

David Drell is the attorney who represents the JPB, and he is requesting that Council, along with the County Commissioners, ratify the previous sales of these properties by the JPB in order to cure this defect. This would involve ratifying the sales of eleven properties, nine of which were located in the Salt Creek Heights Business Center, and two being located on the Platte River Commons.

It is staff's recommendation to ratify these prior sales to avoid the potential of title issues arising for these properties, and a resolution ratifying these sales has been prepared for your consideration.

RESOLUTION APPROVING AND RATIFYING
SALE OF REAL PROPERTY BY THE
AMOCO REUSE AGREEMENT
JOINT POWERS BOARD

WHEREAS, the Amoco Reuse Agreement Joint Powers Board (“the ARAJPB”) was created pursuant to the Amoco Property Reuse Joint Powers Agreement between Natrona County, Wyoming and the City of Casper, Wyoming dated October 20, 1998; and

WHEREAS, the ARAJPB has in the past sold certain properties located in the Salt Creek Heights Business Center and the Platte River Commons area located in Natrona County, Wyoming; and

WHEREAS, pursuant to the October 20, 1998 Amoco Property Reuse Joint Powers Agreement, the ARAJPB may only sell real property under its control with the approval of both the City and the County; and

WHEREAS, the ARAJPB is requesting approval and ratification of the sale of said properties; and

WHEREAS, the City’s Planning Department has reviewed the request and finds it has no objection to approving and ratifying the sale of said properties.

NOW, THEREFORE, pursuant to the request of the ARAJPB, the Governing Body of the City of Casper, Wyoming hereby approves and ratifies the sales of the following described properties:

Grantor	Grantee	Location/ Warranty Deed Information	Legal Description
Amoco Reuse Agreement Joint Powers Board	BCP Casper, LLC	Salt Creek Heights Business Center July 18, 2011 - Instrument No. 911703	A parcel of land being a portion of the NW¼SW¼NW¼ of Section 5, Township 33 North, Range 79 West of the 6 th P.M., Natrona County, Wyoming, being described as follows: Commencing at the northwest corner of the SW¼SW¼NW¼ of Section 5; thence N. 89° 20'03" E. a distance of 109.53 feet, to the point of beginning; thence N. 89° 20'03" E. a distance of 279.23 feet; thence N. 01° 02'17" W. a distance of 311.60 feet; thence S. 47° 34'19" W. a distance of 199.45 feet; thence S. 89° 49'55" W. a distance of 126.88 feet; thence S. 00° 10'05" E., a distance of 179.87 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.
Amoco Reuse Agreement Joint Powers Board	BCP Casper, LLC	Salt Creek Heights Business Center July 18, 2011 - Instrument No. 911702	A parcel of land being a portion of the NW¼SW¼NW¼ of Section 5, Township 33 North, Range 79 West of the 6 th P.M., Natrona County, Wyoming, being described as follows: Commencing at the northwest corner of the SW¼SW¼NW¼ of Section 5; thence N. 89° 20'03" E. a distance of 388.76 feet, to the point of beginning; thence N. 89° 20'03" E. a distance of 431.01 feet; thence N. 00° 39'57" W. a distance of 266.09 feet; thence N. 52° 37'07" E. a distance of 41.60 feet, to a point of non-tangent curve; thence on the arc of curve to the right whose chord bears N. 19° 12'35" W. a distance of 118.51 feet, having a radius of 190.00 feet, a central angle of 36° 20'35" and an arc length of 120.52 feet to a point of tangency; thence N. 01° 02'17" W., a distance of 194.90 feet; thence S. 88° 57'43" W. a distance of 429.28 feet; thence S. 01° 02'17" E., a distance of 595.43 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.

Grantor	Grantee	Location/ Warranty Deed Information	Legal Description
Amoco Reuse Agreement Joint Powers Board	778 North Circle, LLC	Salt Creek Heights Business Center July 18, 2011 - Instrument No. 911767	<p>Parcel I: A parcel of land being a portion of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being described as follows: Beginning at the northeast corner of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence S. 89° 42'47" W., on the north line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, a distance of 233.55 feet; thence S. 00° 10'44" E., a distance of 237.13 feet; thence S. 49° 20'45" W., a distance of 172.05 feet, to a point of non-tangent curve; thence on the arc of the curve to the right whose chord bears S. 22° 28'07" E., a distance of 114.35 feet, having a radius of 151.00 feet, a central angle of 44° 34'47" and an arc length of 117.49 feet, to a point of non-tangent; thence N. 89° 49'16" E., a distance of 322.19 feet, to a point on said east line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence N. 00° 19'51" W., on said east line a distance of 455.24 feet, to the point of beginning.</p> <p>Parcel II: A parcel of land being a portion of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being described as follows: Commencing at the southeast corner of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence N. 00° 19'51" W., on said east line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, a distance of 25.41 feet to a point on the northerly right of way of English Avenue, as recorded under Reception No. 762968 at the office of the Natrona County Clerk and Recorder, and the point of beginning; thence S. 89° 48'48" W., on said northerly right of way line, a distance of 322.67 feet; thence N. 00° 10'44" W., a distance of 179.53 feet; thence N. 89° 49'16" E., a distance of 322.19 feet, to a point on the east line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence S. 00° 19'51" E., along said easterly line, a distance of 179.48 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.</p>
Amoco Reuse Agreement Joint Powers Board	Platte River, LLC	Salt Creek Heights Business Center October 7, 2011 - Instrument No. 916166	<p>A parcel of land being a portion of the NW$\frac{1}{4}$NW$\frac{1}{4}$SE$\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being described as follows: Commencing at the southeast corner of SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence S. 00° 02'21" E., on said east line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, a distance of 50.0 feet to a point on the southerly right of way of English Avenue; thence S. 89° 48'48" W., on said southerly right of way line, a distance of 100.0 feet; thence S. 00° 11'12" E., a distance of 14.59 feet; thence S. 89° 48'48" W., a distance of 609.06 feet to the point of beginning; thence S. 00° 17'13" E., a distance of 336.59 feet; thence S. 89° 42'47" W., a distance of 425.00 feet; thence N. 00° 17'13" W., a distance of 337.33 feet; thence N. 89° 48'48" E., a distance of 425.00 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.</p>
Amoco Reuse Agreement Joint Powers Board	JBL, Limited Partnership	Salt Creek Heights Business Center November 23, 2011- Instrument No. 918720	<p>A parcel of land being a portion of the NE$\frac{1}{4}$NW$\frac{1}{4}$SE$\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being described as follows: Commencing at the southeast corner of SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence S. 00° 02'21" E., on said east line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, a distance of 50.0 feet to a point on the southerly right of way of English Avenue and the point of beginning; thence S. 89° 48'48" W., on said southerly right of way line, a distance of 100.0 feet; thence S. 00° 11'12" E., a distance of 14.59 feet; thence S. 89° 48'48" W., a distance of 121.79 feet; thence S. 03° 52'02" W., a distance of 336.62 feet; thence N. 89° 42'47" E., a distance of 244.46 feet; thence N. 00° 05'29" E., a distance of 100.32 feet, to a point on the easterly line of the NW$\frac{1}{4}$SE$\frac{1}{4}$ of Section 5; thence, along said easterly line N. 00° 02'21" W., a distance of 249.62 feet to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.</p>

Grantor	Grantee	Location/ Warranty Deed Information	Legal Description
Amoco Reuse Agreement Joint Powers Board	Becker Development Limited Liability Company	Salt Creek Heights Business Center February 2, 2012 - Instrument No. 922410	A parcel of land being a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6 th P.M., Natrona County, Wyoming, being described as follows: Commencing at the northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; thence S. 89° 42'47" W., on the north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, a distance of 233.55 feet to the point of beginning; thence S. 00° 10'44" E., a distance of 237.13 feet; thence S. 49° 20'45" W., a distance of 172.05 feet, to a point of non-tangent curve; thence on the arc of curve to the left whose center bears S. 45° 14'29" W., having a radius of 151.00 feet, a central angle of 45° 25'13" and an arc length of 119.70 feet, to a point of non-tangent; thence N. 00° 10' 44" W., a distance of 303.35 feet, to a point on said north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; thence N. 89° 42'47" E., on said north line, a distance of 238.43 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.
Amoco Reuse Agreement Joint Powers Board	Refined Properties, LLC	Salt Creek Heights Business Center April 18, 2012 - Instrument No. 926520	A parcel of land being a portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, Township 33 North, Range 79 West of the 6 th P.M., Natrona County, Wyoming, being described as follows: Commencing at the southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6; thence on the west line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6, N. 00° 23'27" W., a distance of 393.97 feet; thence N. 89° 36'33" E., a distance of 23.23 feet to a point on the easterly right-of-way line of Salt Creek Highway and the point of beginning; thence on said easterly right-of-way line, N. 01° 02'35" W., a distance of 228.61 feet; thence N. 89° 36'33" E., a distance of 63.81 feet; thence N. 49° 23'02" E., a distance of 197.34 feet to a point on the southerly right-of-way line of Opportunity Boulevard; thence on said southerly right-of-way line, N. 89° 59'50" E., a distance of 116.57 feet; thence S. 00° 00'10" E., a distance of 82.48 feet to a point of curve; thence on the arc of a curve to the left whose chord bears S. 29° 39'00" E., a distance of 187.97 feet, having a radius of 190.00 feet, a central angle of 59° 17'40" and an arc length of 196.63 feet to a point of non-tangent; thence S. 30° 42'10" W. a distance of 117.06 feet; thence S. 88° 14'49" W., a distance of 359.41 feet to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.
Amoco Reuse Agreement Joint Powers Board	Refined Properties, LLC	Salt Creek Heights Business Center July 17, 2012 - Instrument No. 932002	A parcel of land being a portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6 th P.M., Natrona County, Wyoming, being described as follows: Commencing at the center south northwest 1/64 corner of said Section 5; thence N. 06° 53'46" W., a distance of 604.48 feet to a point on the southerly right-of-way line of Salt Creek Parkway as recorded under Instrument Numbers 679826 and 679997, said point being the point of beginning; thence S. 01° 02'17" E., a distance of 324.98 feet; thence S. 88° 58'46" W., a distance of 260.04 feet; thence on the arc of a curve to the right whose chord bears N. 46° 01'46" W., a distance of 183.82 feet, having a radius of 130.00 feet, a central angle of 89° 58'57" and an arc length of 204.16 feet, to a point of tangent; thence N. 01° 02'17" W., a distance of 194.90 feet, to a point on said southerly right-of-way line; thence on said southerly right-of-way line, N. 88° 57'43" E., a distance of 390.00 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.
Amoco Reuse Agreement Joint Powers Board	Transportation Commission of Wyoming	Salt Creek Heights Business Center January 19, 2012 - Instrument No. 921728	See Warranty Deed attached hereto as Exhibit "A".

Grantor	Grantee	Location/ Warranty Deed Information	Legal Description
Amoco Reuse Agreement Joint Powers Board	J & G Coffee Cafe L.L.C.	Platte River Commons September 7, 2012- Instrument No. 935385	Lot 1, "OYD No. 1 Subdivision", an addition in the City of Casper, Natrona County, Wyoming, as per plat recorded April 4, 2012, as Instrument No. 925780. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.
Amoco Reuse Agreement Joint Powers Board	Adbay.Com Inc.	Platte River Commons September 21, 2012 - Instrument No. 936211	Lot 2, "OYD No. 1 Subdivision", an addition in the City of Casper, Natrona County, Wyoming, as per plat recorded April 4, 2012, as Instrument No. 925780. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2013.

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager, Mayor

ATTEST:

V.H. McDonald, City Clerk

APPROVAL AS TO FORM

I have reviewed the attached *Resolution Approving and Ratifying Sale of Real Property by the Amoco Reuse Agreement Joint Powers Board*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: November 26, 2013.



William C. Luben
City Attorney

November 25, 2013

MEMO

TO: John Patterson, City Manager

FROM: Linda L. Witko, Assistant City Manager 

SUBJECT: Funding Agreements for Excess 1%#13

Background

At the Council Work Session on October 22, 2013 and October 25, 2013 applications from four social service agencies for capital funds from Excess 1%#13 were moved forward for final approval. The first agreement with the Casper Housing Authority was approved at the Council Meeting on November 5, 2013 in the amount of \$480,000. The two agreements which were approved at the November 19, 2013 Council Meeting are with Joshua's Storehouse & Distribution Center in the amount of \$274,800, and the Food Bank of the Rockies, Inc. in the amount of \$105,000. On December 3, 2013 Council will be asked to approve the final agreement with Mercer House.

Funding Agreements

The agreement with Mercer House is for \$150,000 for their "Prevention With Purpose" Capital Campaign. This agreement provides that in exchange for the funding Mercer House will provide education, counseling and referral services to youth and families in the amount of \$25,000 a year for 6 years. The City will receive a first position mortgage on their building for \$150,000 which will be reduced each year by the \$25,000 service provision until the value of the services meets the amount of funding provided.

Funding Sources

The total amount of the requests which were approved is \$1,009,800. The amount of Excess 1%#13 which is available for these projects is \$727,046. The balance of \$282,754 will come from General Fund Reserves which will be budgeted in Council Goals.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into this _____ day of _____, 2013 by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming, 82601, (the "City"), and Mercer Family Resource Center, Inc., Suite 100, 535 W. Yellowstone Highway, Casper, Wyoming, 82601, (the "Contractor"). The City and the Contractor may be referred to herein as the "parties."

RECITALS

WHEREAS, the Contractor, formerly known as Mercer House, is a Wyoming Public Benefit Non-profit Corporation, having been organized as such on January 22, 1971, and provides its services upon the following described real property:

Lots 1 and 2, Block 21 in the City of Casper, Natrona County, Wyoming;

and,

WHEREAS, the Contractor has been providing, since 1971, education, counseling, and referral services that build stronger and healthier youth and families in the Casper, Wyoming community through family parenting, early intervention/education, youth empowerment, suicide awareness, and substance use prevention programs; and

WHEREAS, eighty-six percent (86%) of the Contractor's program participants are considered low income; and,

WHEREAS, the Casper City Council finds that the Contractor delivers services that are necessary for the support of the poor within the City, and that the City may make donations and funding available for the necessary support of the poor pursuant to Article 16, Section 6 of the Wyoming Constitution, and may contract with non-profit corporations for human services pursuant to W.S. § 15-1-103(a)(xxix), W.S. § 15-1-103(a)(xlv), and W.S. § 35-1-611 *et seq.*

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

ARTICLE I: INCORPORATION OF RECITALS

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

ARTICLE II: SERVICES TO BE PROVIDED BY THE CONTRACTOR

A. Term

This Agreement shall be for a term of six (6) years from the date of this Agreement.

B. Services

Contractor hereby agrees to provide the following services to the City for and during the six (6) year term of this Agreement:

1. Contractor shall offer and provide its education, counseling, and referral services that build stronger and healthier youth and families in the Casper, Wyoming community through family parenting, early intervention/education, youth empowerment, suicide awareness, and substance use prevention programs to individuals regardless of their race, color, religion, sex, national origin, handicap or economic status pursuant to the terms of this Agreement.
2. Contractor will set in place a method of tracking the amount and types of services provided pursuant to this Agreement in a form acceptable to the City, which tracking shall show the status of the recipients thereof in order to track its services as further provided in Article IV below.

ARTICLE III: FUNDING

A. Funding Agreement

In consideration of and in return for the services to be rendered to the City by the Contractor, the City hereby agrees to pay the Contractor for the services set forth in Article II above the sum of Twenty-five Thousand Dollars (\$25,000) per year for the six (6) year term of this Agreement, with the City making a one-time payment of One Hundred and Fifty Thousand Dollars (\$150,000) (the "Advanced Sum") to the Contractor to fund its services for the entire six (6) year term of this Agreement as provided herein.

In the event Contractor, fails to deliver its services to the City for the full six (6) year term of this Agreement, then Contractor shall refund to the City that share of the Advanced Sum that bears to the remaining term (in days) of this Agreement for which services are not provided by the Contractor, which sum shall be refunded to the City within thirty (30) days of the cessation of such services by the Contractor. By way of example, in the event the Contractor would cease delivering its services as provided in this Agreement after the fourth (4th) year of the six year term of this Agreement, the Contractor would owe the City the total sum of \$50,000.04 for the remaining two (2) years that services are not provided by the Contractor as follows:

$\$150,000 \div 2,190 \text{ days (6 years)} = \$68.4932/\text{daily accrual}$

730 days (2 years) of un-provided services x $\$68.4932/\text{day} = \$50,000.04$
due to the City for the remaining term for which services would not be provided.

B. Security

In order to secure the performance of the services by the Contractor under this Agreement, the Contractor hereby agrees to execute in favor of the City a mortgage granting the City a first lien in and to the real property described above in the form as attached hereto as Exhibit "A."

The parties agree and understand that the Contractor will be using the advanced sum to pay off a current mortgage against its property held by the First Interstate Bank. The parties agree to set a mutually acceptable closing date on or before March 1, 2014 for the payoff of the mortgage debt owed by the Contractor to First Interstate Bank. The City agrees to attend the closing, and agrees to pay the advanced sum to the Contractor or the First Interstate Bank at the closing, conditioned upon (1) the Contractor paying off its mortgage held by the First Interstate Bank at the closing and (2) upon Contractor tendering to the City a fully and properly executed first mortgage at said closing as provided above, which mortgage shall then be recorded in the real estate records of Natrona County, Wyoming.

The City agrees to release the above described mortgage at the end of the six (6) year term of this Agreement subject to the Contractor satisfying and complying with all of the terms and conditions of this Agreement and said mortgage. Contractor shall pay any recordation costs for the recording of the release.

ARTICLE IV: ACCOUNTING AND AUDIT

Contractor shall provide the City, on or before December 31st of each year of the term of this Agreement, and at any other time during the term of this Agreement as may be requested by the City a complete and accurate report and audit of the services provided by Contractor for its services rendered under this Agreement. Said reports shall only disclose the statistical data for any such services, and not identify recipients by name or any other information by which recipients or those attending meetings may be identified.

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which relate to the services being provided by the Contractor under the terms of this Agreement for the purpose of making an audit or examination thereof, provided that reasonable measures are in place to protect the confidentiality of individual clients as provided by law.

ARTICLE V: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of their principals hereby state that they have requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

This Agreement shall constitute the entire understanding and agreement of the parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

This Agreement may be executed in more than one copy, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

The Contractor shall not assign or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City, which consent will not be unreasonably withheld.

The terms and conditions of this Agreement shall be binding upon the parties hereto, and their respective assigns and successors.

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.

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

Approved as to form:


City Attorney

THE CITY OF CASPER, WYOMING,
A Municipal Corporation:

Kenyne Schlager, Mayor

Attest:

City Clerk

MERCER FAMILY RESOURCE
CENTER, INC.:

Steve Hendricks, President

Attest:

Brian Christensen, Secretary

MORTGAGE

This mortgage (also referred to as "security instrument" herein) is given on this _____ day of _____, 20____ by Mercer Family Resource Center, Inc., Suite 100, 535 W. Yellowstone Highway, Casper, Wyoming, 82601 (hereinafter referred to as "Mortgagor") to the City of Casper, Wyoming, a Municipal Corporation duly organized under the laws of the State of Wyoming, (hereinafter referred to as "Mortgagee" and the "City") whose principal offices are located at 200 N. David, Casper, Wyoming 82601 under the following terms and conditions.

RECITALS

WHEREAS, the Mortgagor, formerly known as Mercer House, is a Wyoming Public Benefit Non-profit Corporation, having been organized as such on January 22, 1971, provides its human services upon the following described real property:

LOTS 1 AND 2, BLOCK 21 IN THE CITY OF CASPER, NATRONA COUNTY, WYOMING, said real property hereinafter referred to as the "Property"; and,

WHEREAS, the Mortgagor has been providing, since 1971, education, counseling, and referral services that build stronger and healthier youth and families in the Casper, Wyoming community through family parenting, early intervention/education, youth empowerment, suicide awareness, and substance use prevention programs; and,

WHEREAS, eighty-six percent (86%) of the Contractor's program participants are considered low income; and,

WHEREAS, the Mortgagee has found that the Mortgagor delivers services that are necessary for the support of the poor within the City, and that the Mortgagee may make donations and funding available for the necessary support of the poor pursuant to Article 16, Section 6 of the Wyoming Constitution, and may contract with non-profit corporations for human services pursuant to W.S. § 15-1-103(a)(xxix), W.S. § 15-1-103(a)(xlv), and W.S. § 35-1-611 *et seq.*, and,

WHEREAS, the Mortgagor and the Mortgagee have entered into a separate "Professional Services Agreement" dated _____, 2013 (hereinafter referred to as the "Agreement") the terms and conditions of which are hereby incorporated herein at this point as if fully set forth; and

WHEREAS, pursuant to the Agreement, the Mortgagee is paying the Mortgagor for its services the sum of Twenty-five Thousand Dollars (\$25,000.00) per year for the six (6) year term of the Agreement, with the Mortgagee making a one-time advance payment of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Advanced Sum") to the Mortgagor to fund its services for the entire six (6) year term of the Agreement; and

WHEREAS, in the event the Mortgagor fails to deliver its services to the Mortgagee for the full six (6) year term of the Agreement, then Mortgagor shall refund to the Mortgagee that share of the Advanced Sum that bears to the remaining term (in days) of the Agreement for which services are not provided by the Mortgagor, which sum shall be refunded to the Mortgagee within thirty (30) days of the cessation of such services by the Mortgagor; and

WHEREAS, by way of example, in the event the Mortgagor would cease delivering its services as provided in the Agreement after the fourth (4th) year of the six (6) year term, the Mortgagor would owe the Mortgagee the total sum of \$50,000.04 for the remaining two (2) years that services are not provided by the Mortgagor as follows:

$\$150,000 \div 2,190 \text{ days (6 years)} = \$68.4932/\text{daily accrual}$

$730 \text{ days (2 years) of un-provided services} \times \$68.4932/\text{day} = \$50,000.04 \text{ due the Mortgagee for the remaining term for which services would not be provided.}$

WHEREAS, in consideration of the Agreement, the Mortgagor agreed to execute this Mortgage in and to the Property as collateral for the Advanced Payment in order to grant to the Mortgagee a first lien in the Property as security for Mortgagor's obligations as set forth in the Agreement.

MORTGAGE PROVISIONS

Mortgagor and Mortgagee covenant and agree by and between them as follows:

The recitals set forth above are hereby incorporated herein at this point as part of the terms and conditions of this Mortgage.

This mortgage secures the Mortgagor's obligations as evidenced by and set forth in the Agreement between the Mortgagor and the Mortgagee in the total principal sum of One Hundred Fifty Thousand Dollars (\$150,000.00).

This security instrument secures and grants a lien in and to the Property to the Mortgagee for: (a) the repayment of the debt evidenced by the Agreement, and all renewals, extensions, and modifications thereof; (b) the payment of all other sums, with interest, advanced by the Mortgagee to protect the security of this security instrument; and (c) the performance of Mortgagor's covenants and agreements under this security instrument, and the Agreement between the parties hereto. For these purposes, Mortgagor does now mortgage, grant, and convey to Mortgagee all of Mortgagor's right, title, and interest in and to the following-described real property located in Natrona County, Wyoming:

LOTS 1 AND 2, BLOCK 21 IN THE CITY OF CASPER, NATRONA COUNTY, WYOMING

together with all the improvements now or to be erected on the Property, and all easements, rights, appurtenances, rents, and interests, and all fixtures now or later a part of the Property. All replacements and additions shall also be covered by this security instrument. All of the foregoing is referred to in this security instrument as the "Property."

Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this security instrument and has the right to mortgage, grant, and convey the Property and that the Property is unencumbered. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**SECTION ONE.
PAYMENT OF ADVANCED PRINCIPAL AND INTEREST; LATE CHARGES;
PREPAYMENT**

Mortgagor shall promptly re-pay to the Mortgagee, the Advanced Sum of One Hundred Fifty Thousand (\$150,000.00) or the portion thereof as may be due the Mortgagee during the term of the Agreement pursuant to the terms and conditions thereof.

**SECTION TWO.
FUNDS FOR TAXES AND INSURANCE**

Subject to applicable law or to a written waiver by Mortgagee, Mortgagor shall pay all of the following as they become due, and provide evidence of such payment to Mortgagee within fifteen days of such payment: (a) yearly taxes and assessments that may attain priority over this security instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "taxes and insurance."

**SECTION THREE.
CHARGES; LIENS**

Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that may attain priority over this security instrument, and leasehold payments or ground rents, if any. Mortgagor shall pay these obligations on time directly to the person owed payment. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payments.

Mortgagor shall promptly discharge any lien that has priority over this security instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which, in the Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this security instrument. If Mortgagee determines that any part of the Property is subject to a lien that

may attain priority over this security instrument, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of Mortgagee's written notice that such action is necessary.

SECTION FOUR. HAZARD INSURANCE

Mortgagor shall keep the improvements now existing or to be erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Mortgagee requires insurance. This insurance shall be maintained in an amount which, at any time is not less than the fair market value of the Property, and said Property shall be so insured as provided herein until the Mortgagor has satisfied all of its obligations under the Agreement, and the Mortgagee has, in writing, released this Mortgage. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's approval which approval shall not be unreasonably withheld.

Mortgagor shall provide the Mortgagee with a certificate(s) of insurance evidencing such insurance as outlined herein at the time of the payment of the Advanced Sum under the Agreement by the Mortgagee to the Mortgagor, and annually thereafter. Such certificates shall provide the thirty (30) days advance written notice to Mortgagee of any cancellation, material change, reduction of coverage, or non-renewal, and shall list the Mortgagee of Casper as an additional insured.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgage clause insuring the Mortgagee's interest as it shall appear. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee true and correct copies of all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within thirty (30) days after notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this security instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

If under Section Sixteen the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this security instrument immediately prior to the acquisition.

**SECTION FIVE.
PROTECTION OF MORTGAGEE'S RIGHTS IN THE PROPERTY**

If Mortgagor fails to perform the covenants and agreements contained in this security instrument or the Agreement, between the parties, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any sums secured by a lien that has priority over this security instrument, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagee is not required to do so.

Any amounts disbursed by Mortgagee under this Section shall become an additional debt of the Mortgagor secured by this security instrument.

**SECTION SIX.
INSPECTION**

Mortgagee or its agent may make reasonable entries on and inspections of the Property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**SECTION SEVEN.
CONDEMNATION**

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or any part of the Property, or for a conveyance in lieu of condemnation, are assigned and shall be paid to Mortgagee and shall be applied to the sums secured by this security instrument as Mortgagee's interest shall appear at any such time, whether or not then due, with any excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to the restoration or repair of the Property or to the sums secured by this security instrument, whether or not then due.

**SECTION EIGHT.
MORTGAGOR NOT RELEASED; FORBEARANCE BY MORTGAGEE NOT A
WAIVER**

Extension of the time for payment or modification of the sums secured by the Agreement or this security instrument granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagor's

successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this security instrument by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**SECTION NINE.
SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY;
COSIGNERS**

The covenants and agreements of this security instrument shall bind and benefit the successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Section Fourteen. Any Mortgagor who cosigns this security instrument but does not execute the Agreement: (a) is cosigning this security instrument only to mortgage, grant, and convey that Mortgagor's interest in the Property under the terms of this security instrument; (b) is not personally obligated to pay the sums secured by this security instrument; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this security instrument or the Agreement without that Mortgagor's consent.

**SECTION TEN.
LEGISLATION AFFECTING MORTGAGEE'S RIGHTS**

If the enactment or expiration of applicable laws has the effect of rendering the Agreement or this security instrument unenforceable as to any material or significant term, the Mortgagee, at its option, may, in writing demand repayment in full of all sums secured by this security instrument, which sum shall thereafter be refunded to the Mortgagee by the Mortgagor within one hundred eighty (180) days following the making of any such demand as provided in Section Eleven below. In the case of the non-payment thereof, the Mortgagee may invoke any remedies permitted under this security instrument. If Mortgagee exercises this option, Mortgagee shall take the steps specified in the third paragraph of Section Sixteen.

**SECTION ELEVEN.
NOTICES**

All notices required hereunder shall be in writing and shall be mailed to either party hereto by certified United States First Class Mail, return receipt requested, addressed as follows, or any other such address that either party may designate to the other in writing:

Mortgagee: City Manager's Office
Attention: City Manager
City Hall
200 North David
Casper, Wyoming 82601

Mortgagor: Mercer Family Resource Center, Inc.
Attention: President
Suite 100
535 W. Yellowstone Highway
Casper, Wyoming, 82601

Any notice provided for in this security instrument shall be deemed to have been given to when given as provided in this paragraph.

**SECTION TWELVE.
GOVERNING LAW; SEVERABILITY**

This security instrument shall be governed by law of the State of Wyoming. If any provision or clause of this security instrument or the Agreement conflicts with applicable law, the conflict shall not affect other provisions of this security instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this security instrument and the Agreement are declared to be severable.

**SECTION THIRTEEN.
MORTGAGOR'S COPY**

Mortgagor shall be given one conformed copy of the Agreement and of this security instrument.

**SECTION FOURTEEN.
TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST BY MORTGAGOR**

In the event the Mortgagor elects to sell its fee interest in and to the real property described and set forth in this Mortgage above during its term, the Mortgagor shall give the Mortgagee written notice of any such sale at least thirty (30) days prior to the conveyance of the title to said real property to the purchaser thereof. The parties agree and understand that all sums secured by this Mortgage shall be accelerated and shall be due and payable to the Mortgagee in full at the time of the conveyance of the fee interest title of said real property to the purchaser thereof. If said sum is not paid as provided herein, Mortgagee may invoke any remedies permitted by this security instrument, including foreclosure of the mortgaged real property without further notice or demand on the Mortgagor, its successors or assigns.

**SECTION FIFTEEN.
MORTGAGOR'S RIGHT TO REINSTATE**

If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this security instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this security instrument; or (b) entry of a judgment enforcing this security instrument. Those conditions are that Mortgagor: (a) pays Mortgagee all sums that then would be due under this security instrument and the Agreement; (b)

cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this security instrument, Mortgagee's rights in the Property and Mortgagor's obligation to pay the sums secured by this security instrument shall continue unchanged.

On reinstatement by Mortgagor, this security instrument and the obligations secured by it shall remain fully effective as if no default or enforcement action under the Agreement or this security instrument had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section Fourteen.

SECTION SIXTEEN. REMEDIES ON DEFAULT; MORTGAGOR'S RIGHT TO PURCHASE

Mortgagee shall give notice to Mortgagor following Mortgagor's breach of any covenant or agreement in this security instrument and/or the Agreement. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) the date, not less than ninety (90) days after the giving of such notice by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may, or will result in acceleration of the sums secured by this security instrument and sale of the Property.

If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees and the costs of title evidence.

If Mortgagee invokes the statutory power of advertisement and sale, (which, by this reference is hereby granted) Mortgagee shall give notice of intent to foreclose to Mortgagor and to the person in possession of the Property, if different, in accordance with applicable law. Mortgagee shall give notice of the sale to Mortgagor in the manner provided in Section Eleven. Mortgagee shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Mortgagee or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this security instrument; and (c) any excess to the person or persons legally entitled to it.

SECTION SEVENTEEN. MORTGAGEE IN POSSESSION

On acceleration and demand by the Mortgagee for immediate payment in full of all sums secured by this security instrument, or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Mortgagee (in person, by agent, or by judicially appointed receiver) shall be entitled to enter on, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected

by Mortgagee or the receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this security instrument.

**SECTION EIGHTEEN.
RELEASE**

The Mortgagee agrees to release this mortgage at the end of the six (6) year term of the Agreement subject to the Mortgagor satisfying and complying with all of the terms and conditions of the Agreement and this mortgage. Mortgagor shall pay any recordation costs for the recording of the release.

**SECTION NINETEEN.
WAIVERS**

Mortgagor waives all rights of homestead exemption in the Property. Mortgagor accepts and agrees to the terms and covenants contained in this security instrument.

MERCER FAMILY RESOURCE CENTER, INC.,
a Wyoming Non-profit Corporation:

Steve Hendricks, President

Attest:

Brian Christensen, Secretary

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this ____ day of _____, 20____, by Steve Hendricks, as the President of Mercer Family Resource Center, Inc., a Wyoming non-profit corporation.

Notary Public

My commission expires: _____.

RESOLUTION NO.

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MERCER FAMILY RESOURCE CENTER FOR THE PROVISION OF HUMAN SERVICES.

WHEREAS, Mercer Family Resource Center, Inc. ("Mercer"), formerly known as Mercer House, is a Wyoming Public Benefit Non-profit Corporation, having been organized as such on January 22, 1971; and

WHEREAS, Mercer has been providing, since 1971, education, counseling, and referral services that build stronger and healthier youth and families in the Casper, Wyoming community through family parenting, early intervention/education, youth empowerment, suicide awareness, and substance use prevention programs; and

WHEREAS, eighty-six percent (86%) of the Mercer's program participants are considered low income; and,

WHEREAS, the Casper City Council finds that Mercer delivers services that are necessary for the support of the poor within the City, and that the City may make donations and funding available for the necessary support of the poor pursuant to Article 16, Section 6 of the Wyoming Constitution, and may contract with non-profit corporations for human services pursuant to W.S. § 15-1-103(a)(xxix), W.S. § 15-1-103(a)(xlv), and W.S. § 35-1-611 *et seq.*; and,

WHEREAS, the Casper City Council finds that the City should enter into a six (6) year Professional Services Agreement with Mercer for it to continue to deliver its services to residents of the City pursuant to the terms and conditions thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, a Professional Services Agreement between the City and Mercer Family Resource Center, Inc. for the purposes set forth above.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

November 20, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Doug Follick, Leisure Services Director
Paul Hanson, Operations Supervisor, Casper Events Center

SUBJECT: Authorize Purchase of CEC Arena Rigging Fall Protection Equipment

Recommendation:

That Council, by minute action, authorize the purchase Fall Protection Equipment from Norco, Casper, Wyoming, to be used in the Casper Events Center Division of the Leisure Services Department, in the amount of \$24,522.91.

Summary:

Sealed bids for Fall Protection Equipment were requested from local & out-of state dealers. On November 5, 2013, five bids were received, three local and two out-of-state, of which only two were accompanied with a bid bond or cashier's check. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Bid Bond/Check</u>
Fall Protection Equipment	Norco, Casper, Wy	\$24,522.91	Check
Fall Protection Equipment	HY-Safe, Casselberry, Fl	\$30,706.00	Bid Bond
Fall Protection Equipment	Airgas, Casper, Wy	\$23,505.67	Not Included
Fall Protection Equipment	Casper Contractor Supply	\$24,529.15	Not Included
Fall Protection Equipment	Grainger, Northbrook, Il	\$25,798.93	Not Included

The recommended Fall Protection Equipment from Norco was the only qualifying bid received within budget and meets all the necessary specifications. This purchase will replace existing equipment which no longer meets ANSI/OSHA fall protection requirements.

This Casper Events Center Division equipment will be funded through one-time monies allocated by the City Council.

November 22, 2013

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 reappointment of Maugeen Stark to the Leisure Services Advisory Board (LSAB).

Summary:

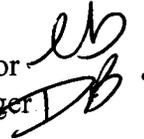
Maugeen Stark was first appointed to the LSAB in January 2011. This would be her second full term expiring December 31, 2016.

I have spoken with Ms. Stark and she is interested in serving the LSAB (and the citizens of Casper) for another three-year term. (see attached correspondence)

November 22, 2013

MEMO TO: John Patterson, City Manager

FROM: Liz Becher, Community Development Director
Doug Barrett, Bldg/Code Enforcement Manager



SUBJECT: Applicants for City Contractors' Licensing and Appeals Board

Recommendation:

That Council, by minute action, appoint John Haid, as the Plumbing Contractor Representative and re-appoint Scott Isennock, Architect/ Engineer Representative, to the a three year term on the Contractors' Licensing and Appeals Board.

Summary:

The Contractors' Board reviewed the application of John Haid for new appointment and Scott Isennock for re-appointment to the Contractors' Licensing and Appeals Board. The Contractors' Board has recommended that Council appoint the applicants as outlined above. The letter of interest is attached for Council's consideration.

Attachment

Haid's Plumbing & Heating
P.O. Box 50976
Casper, Wy. 82605
(307)258-8244

To, The Honorable Mayor and Casper City Council;

Please accept this letter as a letter of interest to fill the vacancy for the Plumbing Contractor on the Contractors Licensing Board . I have been in the plumbing industry since 1988, I have worked on new construction, main water systems, commercial buildings, repairs, and started my own company in 2003. I feel very fortunate to live in a City that is growing and has a healthy economy. I feel it is very important that during growth there are avenues to insure the quality of construction, and the safety of our citizens. The licensing board is one of the surest ways to accomplish this. I have a great relationship with the City of Casper Building and Code Enforcement Inspectors, and have used their knowledge and abilities numerous times to help provide solutions and install systems in unique situation thru out the city. I feel my areas of expertise and experience will be a great asset to the Licensing Board and hope that I will be accepted.

Sincerely,

John Haid
President
Haid's Plumbing & Heating
P.O. Box 50976
Casper, Wy. 82605
(307)258-8244
FAX (307)333-4485