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Designate First Interstate Bank of Casper and Wells Fargo Bank as Official Depositories for the City of Casper for the Calendar Year 2015.

Memorandum 399

Appoint Lynette Boatright and Ron Salvesson for Two-Year Terms Expiring December 31, 2016, and Karen Meyer and Stan Martin as Alternates for a One-Year Term Expiring December 31, 2015; and, Monte Henrie and Mary England as Planning and Zoning Commissions Representatives, for One-Year Terms Expiring December 31, 2015, to the Old Yellowstone District and South Poplar Street Corridor Advisory Committee.

Memorandum 400

Appoint Robert A. King, and Randall W. Hein, and Reappoint James Holloway, to the Planning and Zoning Commission, to Three-Year Terms Expiring December 31, 2017.

Memorandum 401

REGULAR COUNCIL MEETING
Tuesday, December 16, 2014
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE – WOLF DEN PACK 13
3. CONSIDERATION OF MINUTES OF THE DECEMBER 2, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON DECEMBER 12, 2014.
4. CONSIDERATION OF BILLS AND CLAIMS
5. LESLIE BLYTHE – ROCKY MOUNTAIN POWER REGARDING ENERGY EFFICIENCY REBATE PRESENTATION
6. PUBLIC HEARINGS
 - A. Ordinance
 1. Amending Section 17.94.130 of the Casper Municipal Code to Allow **Roof Signage** in the **OYDSPC** (Old Yellowstone District and South Poplar Street Corridor) Form Based Code.
7. SECOND READING ORDINANCES
 - A. Consent
 1. **Annexation** of the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6th P.M., Natrona County, Wyoming, Being Referred to as “**The Open Space Addition,**” Generally Located South of East 2nd Street, and West of The Heights Addition; and Rezoning said Property From UA (Urban Agriculture) to City Zoning Classification PUD (Planned Unit Development).
 2. **Rezoning** of Tract B, **Falcon Crest III** and Tracts B and C, **Falcon Crest IV**, Located East of South **McKinley Street** at the Intersection of East 26th Street, From R-3 (One to Four Unit Residential) to R-4 (High-Density Residential).

7. SECOND READING ORDINANCES (Continued)

A. Consent

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

8. RESOLUTIONS

A. Consent

1. Approving a Natrona County Plat, **“Zoe Simple Subdivision,”** a **Vacation and Replat** of Lot 8, Westland Park No. 2, Subdivision and Lot 1, Bunner Simple Subdivision, Being Portions of SE1/4SE1/4, Section 22, T.33N, R80W, 6th P.M., Natrona County, Wyoming, Generally Located South of **Highway 220 and East of Smoke Rise Road**.
2. Authorizing a **Contract Extension** with the Casper Area Transportation Coalition, Inc. (CATC), a Wyoming Non-Profit Corporation, for January 1, 2015 through June 30, 2015.
3. Authorize **Release of a Mortgage Deed, Joan M. Smith**.
4. Authorizing **Procurement Agreement** with **UV Doctor Lamps, LLC**, in the Amount Of \$29,488, for the Purchase of 288 Trojan UV 3000 plus Amalgam Lamps for use at the **Wastewater Treatment Plant**.
5. Authorizing **Acceptance of a Grant** from the Wyoming Office of **Homeland Security** in the Amount of \$36,103.55, to be used for Assistance with the Purchase of ABMPegasus CI Software to Manage Criminal Intelligence Information.
6. Authorizing an **Agreement** with the **Wyoming Department of Transportation** for a Wyoming Highway Safety Selective Traffic enforcement Grant in the Amount of \$61,250, to be used for Traffic and DUI Enforcement.
7. Authorizing the **Release of Local Assessment District (LAD)** Liens on the Property(s) Listed on Exhibit A, Dated November 24, 2014.

8. RESOLUTIONS (continued)

A. Consent

8. Authorizing a **Contract for Professional Services** with Ohlson Lavoie Collaborative (**OLC**) Related to Bidding and Construction Administration Services for the **Mike Sedar Pool Reconstruction**, Project No. 13-07B, in the Amount of \$78,426.
9. Authorizing a Contract for Professional Services with **GSG Architecture** to Prepare Construction Design Specifications and Drawings and Provide Bidding Support for the **City of Casper Regional Landfill Equipment Building Extension**, Project Number 14-73, in the Amount of \$34,110.
10. Authorizing a Contract with **Venture Technologies**, of Casper, Wyoming, in the Amount not to exceed \$200,039, for Core Network Equipment Upgrades.
11. Authorizing an **Amendment to the Lease Agreement** with **Natrona County** for Space in the **Marathon Building**, Extending the Lease through December 31, 2019.
12. Authorizing a Contract for Professional Services with the **Casper Housing Authority** to Manage **LifeSteps Campus**.
13. Approving Execution of **Real Estate Donation Agreement** with the **Presbytery of Wyoming**.
14. Authorizing an **Amendment to the Contract** with **Cigna Health and Life Insurance Company** of Banking Procedures.

9. MINUTE ACTION

A. Consent

1. Appoint **Robert Shade**, as the Electrical Master Representative and **Re-appoint Richard Fink**, as Mechanical Master Representative, to a Three Year Term on the **Contractors' Licensing and Appeal Board**.
2. Appoint **Lyle Murtha as Architect** to the **Old Yellowstone District and South Poplar Street Corridor** Architectural Design Review Committee.
3. Designate the **Casper Journal** and the **Casper Star-Tribune** as the City's **Official Newspapers** for the Calendar Year 2015.

9. MINUTE ACTION (Continued)

A. Consent

4. Designate **First Interstate Bank of Casper** and **Wells Fargo Bank** as **Official Depositories** for the City of Casper for the Calendar Year 2015.
5. Appoint **Lynette Boatright** and **Ron Salveson** for Two-Year Terms Expiring December 31, 2016, and **Karen Meyer** and **Stan Martin** as Alternates for a One-Year Term Expiring December 31, 2015; and, **Monte Henrie** and **Mary England** as Planning and Zoning Commissions Representatives, for One-Year Terms Expiring December 31, 2015, to the Old Yellowstone District and South Poplar Street Corridor Advisory Committee.
6. Appoint **Robert A. King**, and **Randall W. Hein**, and Reappoint **James Holloway**, to the **Planning and Zoning Commission**, to Three-Year Terms Expiring December 31, 2017.

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
December 2, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, December 2, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer. Absent: Councilman Hedquist.

Moved by Councilman Powell, seconded by Councilman Sandoval, to, by minute action, excuse the absence of Councilman Hedquist. Councilman Schlager voted nay. Passed.

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Cathey, to, by minute action, approve the minutes of the November 18, 2014, regular Council meeting, as published in the Casper-Star Tribune on November 28, 2014. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Powell, to, by minute action, approve payment of the December 2, 2014, bills and claims, as audited by City Manager Patterson. Councilman Schlager abstained from voting on invoices pertaining to Fleming Supply and Mountain Plaza Assisted Living. Passed.

Bills & Claims
12/02/2014

AAALandscaping	Services	\$180.00
Adecco	Services	\$1,699.89
Airgas	Goods	\$63.20
AMBI	Services	\$2,731.36
AmericanEagleCleaning	Services	\$4,050.00
Amerigas	Goods	\$31.49
Ameritech	Services	\$68,148.50
Arlene	Services	\$2,732.92
ArrowheadHeating	Services	\$180.00
AtlanticElec	Services	\$3,204.28
BankOfAmerica	Goods	\$153,714.74
BarDSigns	Goods	\$116.43
Bentz'sTownPump	Goods	\$191.30
BJasmann	Refund	\$260.00
BMattila	Reimb	\$132.83
BobcatofCasper	Goods	\$138,267.00
BobsTreeService	Services	\$2,800.00
BPachal	Refund	\$47.21
BSchroeder	Reimb	\$91.35
C Lynch	Reimb	\$75.00
CasperRadioGroup	Services	\$168.00
CasperSoccerClub	Funding	\$500.00

CDWGvmt	Goods	\$1,357.27
Centurylink	Services	\$6,796.49
CivilEngineeringProfessionals	Projects	\$6,536.35
CL&CDrilling	Projects	\$3,128.00
CmmrclRefrig	Services	\$690.04
CollectionCenter	Services	\$1,043.53
CommTech	Goods	\$1,440.69
Comtronix	Services	\$216.28
CowdinCleaning	Services	\$238.57
CZiehl	Reimb	\$54.00
DaleBuckinghamArchitects	Projects	\$183.08
DansAutoElectric	Services	\$193.80
DaveLodenConstruction	Projects	\$280.00
DavidsonFixedIncome	Services	\$6,996.75
Dell	Goods	\$676.70
DeltaDental	Services	\$1,443.20
DesertMtn	Goods	\$69,902.48
DHendricks	Reimb	\$70.00
DoubleDWelding	Services	\$160.00
DowntownDevelopmentAuth	Funding	\$110.00
DRuiz	Services	\$40.00
DYeoman	Refund	\$50.85
EBiewenga	Refund	\$21.49
EHutton	Refund	\$47.44
EMBGolfCarts	Goods	\$2,835.04
Empco	Services	\$2,332.00
EnvironmentalCivilSolutions	Services	\$3,690.50
EvergreenTennisCourts	Projects	\$3,098.75
FirstData	Services	\$9,900.66
FirstInterstateBank	Services	\$4,096.02
FirstInterstatePettyCash	Goods	\$664.94
GMarshInc	Services	\$6,301.35
GolderAssociates	Services	\$17,660.69
Greiner	Goods	\$49,472.00
GSGArchitecture	Services	\$15,566.25
HDeifel	Services	\$140.00
HDR Engineering	Projects	\$1,114.33
HedquistConstruction	Projects	\$69,245.89
HewlettPackard	Goods	\$2,974.25
HighPlainsConstruction	Goods	\$11,430.40
Homax	Goods	\$71,145.48
InbergMillerEngineers	Services	\$662.00
Installation&Svc	Projects	\$72,515.37
J Chambers	Services	\$65.00
JEastin	Reimb	\$112.00
JFarrell	Reimb	\$20.00

JKollmann	Reimb	\$102.00
JTiller	Reimb	\$922.50
JTLGroup	Services	\$1,170.77
JWilhelm	Reimb	\$115.48
JWILLc	Refund	\$6.35
KCWY-TV	Services	\$733.55
KDelano	Refund	\$150.32
LaborReady	Services	\$13,311.08
LHarmon	Refund	\$47.92
LMedoff, PH.D	Services	\$1,100.00
LNorvell	Reimb	\$124.87
LWitko	Reimb	\$490.00
MAmick	Reimb	\$75.00
Manpower	Services	\$1,272.50
McMurryReadyMix	Goods	\$1,397.25
MHess	Reimb	\$138.00
MillsPolice	Services	\$1,679.00
ModernElectric	Services	\$95,182.74
Motorola	Goods	\$5,029.97
MunicipalCodeCorp	Goods	\$967.31
NBlomstrom	Refund	\$39.28
NCHallofJustice	Services	\$36,655.93
NCHHealthDept	Funding	\$50,000.00
NCSheriffsOffice	Funding	\$1,679.00
NelsonEngineering	Services	\$1,480.00
Neverest	Goods	\$12,815.00
NevesUniforms	Goods	\$1,532.71
OneCallofWy	Services	\$962.85
Paciolan	Services	\$2,648.75
Pepsi	Goods	\$2,227.60
PhippsConst	Projects	\$98,210.00
PostalPros	Services	\$11,874.81
ProtechElectricInc	Services	\$160.00
RBrown	Reimb	\$427.00
RButz	Refund	\$83.78
RConstantino	Reimb	\$134.14
ResourceStaff	Services	\$2,468.20
RockyMtnPower	Services	\$174,250.56
SamParsonsUpholstery	Services	\$950.50
SChaney	Reimb	\$94.00
SDaley	Reimb	\$286.26
SDougherty	Refund	\$30.62
ShoshoneDistributing	Goods	\$699.50
SMiller	Refund	\$49.39
SourceGas	Services	\$24,767.78
SportSystemsUnlimited	Projects	\$36,173.00

StantecConsultingSvcsInc	Projects	\$1,550.00
StarLineFeeds	Goods	\$1,232.36
StellarProgramming	Services	\$3,877.50
Stotz	Goods	\$24,424.26
SyscoFoodSvcsCorp	Goods	\$6,433.70
TAnderson	Reimb	\$75.00
TDenison	Refund	\$30.49
Terracon	Goods	\$455.25
ThatcherCo	Goods	\$7,773.72
TMoon	Refund	\$25.54
TrihydroCorp	Projects	\$15,580.00
UrgentCare	Services	\$1,328.00
UWTechTrnsfr	Services	\$315.00
VentureTechnologies	Goods	\$45,000.00
VenueCoalition	Services	\$5,750.00
Verizon	Services	\$394.07
VisionServicePlan	Services	\$1,237.09
WAhrndt	Reimb	\$75.00
WBeer	Reimb	\$75.00
WERCSCommunications	Services	\$3,557.50
Westco	Goods	\$10,407.86
WilliamsPorterDay	Services	\$3,988.00
WMC	Services	\$330.90
WorthingtonLenhart&Carpenter	Services	\$4,877.13
WrightBrothers	Projects	\$186,291.67
WYAPCO	Services	\$150.00
WYDOT	Services	\$275,275.78
WyLawEnforcementAcademy	Services	\$2,453.76
WyMachinery	Goods	\$27,334.74
WyWtrAssoc	Services	\$300.00
		\$2,041,422.02

Fire Chief King presented Justin Smith a plaque in recognition of his status as Fire Marshall, and acknowledged his contributions to the Casper City Fire Department.

Moved by Councilman Hopkins, seconded by Councilman Cathey, to, by minute action: establish December 16, 2014, as the public hearing date for the consideration of ordinance to allow roof signage in the OYDSPC Form Based Code; and, establish February 17, 2015, as the public hearing date for the consideration of the renewal of all City of Casper liquor licenses. Passed.

Mayor Meyer opened the public hearing for the consideration of the annexation and zoning of The Open Space Addition.

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

Speaking in support was: Scott Sutherland, Granite Peak Development.

There being no others to speak for or against the issues involving The Open Space Addition, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 30-14
AN ORDINANCE APPROVING THE ANNEXATION OF 23.43-ACRES, MORE OR LESS, REFERRED TO AS "THE OPEN SPACE ADDITION," AND ZONING SAID PROPERTY PUD (PLANNED UNIT DEVELOPMENT) AND INCORPORATING IT INTO THE MCMURRY BUSINESS PARK PUD (PLANNED UNIT DEVELOPMENT); AND ALSO APPROVING THE ASSOCIATED ANNEXATION AGREEMENT.

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

Mayor Meyer opened the public hearing for the consideration of the zone change of Tract B, Falcon Crest III, and Tracts B and C, Falcon Crest IV.

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

There being no one to speak for or against the issues involving the zone change of Tract B, Falcon Crest III, and Tracts B and C, Falcon Crest IV.

Following ordinance read:

ORDINANCE NO. 31-14
AN ORDINANCE APPROVING A ZONE CHANGE OF TRACT B, FALCON CREST III, AND TRACTS B AND C, FALCON CREST IV, FROM R-3 (ONE TO FOUR UNIT RESIDENTIAL) TO R-4 (HIGH-DENSITY RESIDENTIAL).

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

Mayor Meyer opened the public hearing for the consideration of the replat and rezoning to create Harmony Hills Addition No. 1.

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

Speaking in support was: Lisa Burrige, 5820 South Walnut Street.

There being no others to speak for or against the issues involving Harmony Hills Addition No. 1, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 32-14
AN ORDINANCE APPROVING A REPLAT, SUBDIVISION
AGREEMENT, AND ZONE CHANGE FOR THE HARMONY
HILLS ADDITION NO. 1 SUBDIVISION IN THE CITY OF
CASPER, WYOMING.

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

Mayor Meyer opened the public hearing for the consideration of the sale of equipment to Casper College.

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

There being no one to speak for or against the issues involving the sale of equipment to Casper College, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 14-291
A RESOLUTION AUTHORIZING THE SALE OF THE
1984 EMERGENCY ONE FIRE ENGINE (UNIT
#111130) AND A THERMAL IMAGING CAMERA TO
CASPER COLLEGE.

Councilman Bertoglio presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Sandoval. Councilman Schlager voted nay. Passed

Moved by Councilman Hopkins, seconded by Councilman Sandoval, to, by minute action cancel the public hearing for the ordinance to allow roof signage in the OYDSPC Form Based Code. Councilman Schlager abstained. Passed.

Ordinance No. 29-14 read by title only. Councilman Powell moved to adopt ordinance on third reading. Seconded by Councilman Sandoval.

City Manager Patterson deferred to Craig Collins, City of Casper Planner for a report on this subject.

Councilman Cathey moved to amend the definition of “Sign, Flashing” set forth in Section 1 of this Ordinance to delete the last sentence therefrom pertaining to signs with intermittent lights, as well as to delete from Section 2 of this Ordinance the corresponding definition of “Scintillate.”. Seconded by Councilman Hopkins. Councilman Schlager abstained. Passed.

Councilman Sandoval moved to Section 3 B.1. of this Ordinance to delete the following sentence from this provision: “provided the changing of copy or frames is not detrimental to traffic safety, as determined by the City traffic engineer or as substantiated by a traffic study.”. Seconded by Councilman Hopkins. Councilman Schlager abstained. Passed.

A vote on the motion to adopt, on third reading, the ordinance, with all amendments, pertaining to digital signs resulted in all voting aye except Councilmen Schlager abstained. Passed. Ordinance as amended follows.

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

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

WHEREAS, Section 17.96.010 of the Casper Municipal Code states that the purpose of Chapter 1796 is to provide for comprehensive and enforceable sign regulations that will protect the community aesthetics from unrestricted use of signs; to allow signs appropriate to the character of each zoning district; to promote traffic safety; to aid police and fire protection; and, for the general health, welfare, and safety of the community; and,

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

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

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

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

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

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

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

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

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

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

SECTION 1:

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

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

Sign, Flashing. "Flashing sign" means any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light, OR WHERE THE IDENTICAL MESSAGE, OR A PORTION OF THE MESSAGE IS REPEATED AT A RAPID INTERVAL (LESS THAN EVERY TWO SECONDS) FOR THE PURPOSE OF DRAWING ATTENTION TO THE SIGN.

Sign, Animated. "Animated sign" means any sign which includes SIMULATED MOVEMENT, action or motion CREATED BY THE DISPLAY OF A SERIES OF PICTURES OR IMAGES.

SECTION 2:

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

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

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

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

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

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

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

"Fade" means a mode of message transmission on an Electronic Message Center Sign or Digital Off -Premises Advertising Sign accomplished by varying the light intensity, where the first message/frame gradually reduces intensity to the point of not being legible (i.e. fading to black) and the subsequent message/frame gradually increases intensity to the point of legibility. "Full Motion Video" means a sign feature with simulated continuous movement created by the display of a series of images, typically consisting of a recorded actual event or scene.

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

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

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

"Scrolling Message" means a mode of message transition on an Electronic Message Center Sign or Digital Off -Premises Advertising Sign where the message appears to move vertically or horizontally across the display surface. For the purpose of regulating Electronic Message Center Signs and Digital Off Premises Advertising Signs, scrolling shall refer to text only, and not images or symbols which shall instead, be considered either animated signs or full motion video signs.

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

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

SECTION 3:

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

B. Additional Allowances for Commercial and Industrial Zoning Districts.

1. Changeable Copy SIGN (AUTOMATIC). Signs on which the copy changes automatically through mechanical means, AND ELECTRONIC MESSAGE CENTER SIGNS (EMC) are allowed. ELECTRONIC MESSAGE CENTER SIGNS (EMCs) SHALL COMPLY WITH THE FOLLOWING:
 - a. EMC SHALL NOT UTILIZE OR PROJECT SOUND.
 - b. EMC SHALL NOT UTILIZE OR CONSIST OF FLASHING ELEMENTS OR MESSAGES, WHICH WOULD MEET THE DEFINITION OF A "FLASHING SIGN" FOUND IN SECTION 17.08.010.
 - c. EMC SHALL NOT DISPLAY FULL MOTION VIDEO.
 - d. EMC SIGNS DISPLAYING ANIMATION "ANIMATED SIGNS," ARE PERMITTED.
 - e. EMC SIGNS DISPLAYING SCROLLING MESSAGES ARE PERMITTED.
 - f. EMC SHALL BE EQUIPPED WITH A SENSOR OR OTHER DEVICE THAT AUTOMATICALLY DETERMINES THE AMBIENT ILLUMINATION, AND SHALL BE PROGRAMMED TO AUTOMATICALLY ADJUST TO AMBIENT LIGHT CONDITIONS. THE ILLUMINANCE OF AN EMC SHALL NOT INCREASE THE AMBIENT LIGHTING CONDITIONS BY MORE THAN 0.3 FOOTCANDLES WHEN MEASURED PERPENDICULAR TO THE EMC FACE AT A DISTANCE DETERMINED BY THE FOLLOWING FORMULA: MEASUREMENT DISTANCE (IN FEET) = $\sqrt{(EMC \text{ SIGN FACE AREA (IN SQUARE FEET)} \times 100)}$.
 - g. IN NO CASE SHALL AN ELECTRONIC MESSAGE CENTER SIGN (EMC) INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES, AS MEASURED AT THE PROPERTY LINE OF AN ADJACENT RESIDENTIAL -USE PROPERTY. AN ADJACENT PROPERTY DOES NOT HAVE TO ABUT THE PROPERTY ON WHICH THE SIGN IS LOCATED.

SECTION 4:

Section 17.96.050 is hereby amended to add the following:

L. DIGITAL OFF -PREMISES ADVERTISING SIGN.

1. DIGITAL OFF -PREMISES ADVERTISING SIGNS SHALL ADHERE TO THE LOCATION, ZONING, SPACING, HEIGHT, SIZE AND PERMITTING REQUIREMENTS, AS STATED FOR ALL OFF -PREMISES SIGNS.
2. THE MESSAGE, MESSAGES, OR COPY DISPLAYED ON A DIGITAL OFF -PREMISES ADVERTISING SIGN:
 - a. SHALL NOT UTILIZE OR CONSIST OF FLASHING ELEMENTS OR MESSAGES, WHICH MEET THE DEFINITION OF A "FLASHING SIGN" FOUND IN SECTION 17.08.010;

- b. SHALL DISPLAY ONLY STATIC MESSAGES OR IMAGES, AND SHALL NOT DISPLAY ANIMATION OR FULL MOTION VIDEO.
- c. SHALL HAVE A DWELL TIME OF A MINIMUM OF EIGHT (8) SECONDS PER STATIC IMAGE;
- d. SHALL NOT INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES WHEN MEASURED BY A FOOTCANDLE (LUX) METER, PERPENDICULAR TO THE FACE OF THE SIGN, AT A DISTANCE OF:
 - i. ONE HUNDRED FIFTY (150) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA OF NOT MORE THAN TWO HUNDRED FORTY TWO (242) SQUARE FEET;
 - ii. TWO HUNDRED (200) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA GREATER THAN TWO HUNDRED FORTY TWO (242) SQUARE FEET BUT NOT MORE THAN THREE HUNDRED SEVENTY EIGHT (378) SQUARE FEET; AND,
 - iii. TWO HUNDRED FIFTY (250) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA GREATER THAN THREE HUNDRED SEVENTY EIGHT (378) SQUARE FEET.
- 3. IN NO CASE SHALL A DIGITAL OFF -PREMISES ADVERTISING SIGN INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES, AS MEASURED AT THE PROPERTY LINE OF AN ADJACENT RESIDENTIAL-USE PROPERTY. AN ADJACENT PROPERTY DOES NOT HAVE TO ABUT THE PROPERTY ON WHICH THE SIGN IS LOCATED.
- 4. ALL DIGITAL OFF -PREMISES ADVERTISING SIGNS SHALL HAVE A LIGHT SENSING DEVICE TO ADJUST THE BRIGHTNESS OF THE SIGN AS AMBIENT LIGHT CONDITIONS CHANGE, IN CONFORMANCE WITH THE REQUIREMENTS OF THIS SECTION.
- 5. TRANSITIONS BETWEEN MESSAGES SHALL BE COMPLETED IN TWO (2) SECONDS OR LESS BY EMPLOYING AN IMMEDIATE, DISSOLVE, OR FADE METHOD.
- 6. THE USE OF SOUND IS PROHIBITED.
- 7. DIGITAL OFF -PREMISES ADVERTISING SIGNS SHALL HAVE AN AUTOMATIC SHUTDOWN MECHANISM WHICH TURNS OFF THE SIGN IN THE EVENT OF A MALFUNCTION.

SECTION 5:

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

PASSED on 1st reading the 4th day of November, 2014.

PASSED on 2nd reading the 18th day of November, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 2nd day of December, 2014.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-297

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

RESOLUTION NO. 14-292

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

RESOLUTION NO. 14-293

A RESOLUTION AUTHORIZING AGREEMENT WITH THE STATE OF WYOMING OFFICE OF HOMELAND SECURITY FOR THE CASPER FIRE-EMS DEPARTMENT REGION II EMERGENCY RESPONSE TEAM.

RESOLUTION NO. 14-294

APPROVING THE SUB-AREA PLAN FOR PORTIONS OF PARK RIDGE MEDICAL CAMPUS ADDITIONS NO. 1, NO. 2 AND NO.3.

RESOLUTION NO. 14-295

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GSG ARCHITECTURE FOR THE RECREATION CENTER FACILITIES UPGRADE PROJECT.

RESOLUTION NO. 14-296

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE SLIDE EXPERTS, FOR THE AQUATIC CENTER SLIDE RESURFACING PROJECT.

RESOLUTION NO. 14-298

A RESOLUTION AUTHORIZING A CONTRACT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS.

RESOLUTION NO. 14-299
A RESOLUTION SUPPORTING THE COMMUNITY
HEALTH CENTER OF CENTRAL WYOMING'S
(CHCCW) FEDERAL 330 GRANT RENEWAL.

Councilman Powell presented the foregoing eight (8) resolutions for adoption. Seconded by Councilman Sandoval. Councilman Goodenough voted nay on Resolution No. 14-297. Councilman Sandoval and Mayor Meyer voted nay on Resolution No. 14-293, and both Councilmen Sandoval and Schlager abstained from voting on Resolution No. 14-294. Passed.

Moved by Councilman Hopkins, seconded by Councilman Powell, to, by minute action, authorize the appointments of Doug Follick, Ben Schrader, and Robert (Bob) Chynoweth to the Amoco Reuse Agreement Joint Powers Board.

City Manager Patterson provided a brief report. Passed.

Moved by Councilman Powell, seconded by Councilman Bertoglio, to, by consent minute action authorize the appointment of Ted Rasmussen and the reappointment of David LaPlante and Dr. James Rupp to the Leisure Services Advisory Board. Councilman Schlager abstained. Passed.

Deb Cheatham, 120 East 15th Street, addressed Council regarding the abstentions made by Councilman Schlager.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, December 9, 2014, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, December 16, 2014, in the Council Chambers.

Moved by Councilman Hopkins, seconded by Councilman Bertoglio, to, by minute action adjourn. Passed.

The meeting was adjourned at 7:18 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

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

14-11-185 POSTAGE

\$28.48

\$28.48 Subtotal for Dept. Casper Events Center

14-11-189 POSTAGE

\$0.68

\$0.68 Subtotal for Dept. Fort Caspar

14-11-191 POSTAGE

\$24.03

\$24.03 Subtotal for Dept. Municipal Court

14-11-195 POSTAGE

\$1.14

\$1.14 Subtotal for Dept. Recreation

14-11-192 POSTAGE

\$1.71

\$1.71 Subtotal for Dept. Water

\$56.04 Subtotal for Vendor

AAA LANDSCAPING

7298 WEED CONTRACTOR

\$712.48

\$712.48 Subtotal for Dept. Code Enforcement

\$712.48 Subtotal for Vendor

ADECCO USA, INC.

67392142 LABOR

\$98.03

\$98.03 Subtotal for Dept. Casper Events Center

67381245 LEAF COLLECTION CREW

\$499.95

\$499.95 Subtotal for Dept. Refuse Collection

\$597.98 Subtotal for Vendor

AIRGAS INTERMOUNTAIN, INC.

9922418236 WELDING SUPPLIES

\$151.81

9033895540 WELDING SUPPLIES

\$119.12

9033552824 GLOVES/SAFETY EQUIPMENT

\$90.48

9033552823 SAFETY VESTS

\$163.56

\$524.97 Subtotal for Dept. Balefill

9922418236 WELDING SUPPLIES

\$151.80

\$151.80 Subtotal for Dept. Refuse Collection

\$676.77 Subtotal for Vendor

AMERIGAS - CASPER

802028658 PROPANE

\$80.71

802040378 PROPANE

\$143.39

\$224.10 Subtotal for Dept. Balefill

62288349 PROPANE

\$34.19

\$34.19 Subtotal for Dept. Casper Events Center

\$258.29 Subtotal for Vendor

ANTLER WORKS

156548 UNUSUAL

\$114.00

\$114.00 Subtotal for Dept. Fort Caspar

\$114.00 Subtotal for Vendor

AP TECHNOLOGY/ACUPRINT

IN004842 CHECK STOCK

\$151.80

\$151.80 Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

\$151.80 Subtotal for Vendor

BANCARD SVCS., INC.

15791 ATM THERMAL PAPER

\$39.81

\$39.81 Subtotal for Dept. Casper Events Center

\$39.81 Subtotal for Vendor

BEN BAEDKE

RIN0024690 TRAVEL EXPENSES

\$235.00

\$235.00 Subtotal for Dept. Police

\$235.00 Subtotal for Vendor

BENTZ'S TOWN PUMP

RIN0024701 NOV FUEL CHRGS

\$269.21

\$269.21 Subtotal for Dept. Garage

\$269.21 Subtotal for Vendor

BOOMTOWN COMMERCIAL SWEEPING, LLC.

3340 WEED MOWING -CODE ENFORCEMENT

\$406.70

\$406.70 Subtotal for Dept. Code Enforcement

\$406.70 Subtotal for Vendor

BRIAN STEINKE

RIN0024650 FEE REIMBURSEMENT

\$20.00

\$20.00 Subtotal for Dept. Water

\$20.00 Subtotal for Vendor

BRODY ALLEN

3086073 DEQ TEST

\$93.00

\$93.00 Subtotal for Dept. Sewer

\$93.00 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78807-6 WWTP PLC REPLACEMENTS

\$8,781.43

78807-6 WWTP PLC REPLACEMENTS

\$2,559.53

\$11,340.96 Subtotal for Dept. Waste Water

\$11,340.96 Subtotal for Vendor

CAMERON SIPLON

RIN0024671 TUITION

\$897.00

\$897.00 Subtotal for Dept. Fire

\$897.00 Subtotal for Vendor

CARL KRUGLER

RIN0024691 TRAVEL EXPENSES

\$235.00

\$235.00 Subtotal for Dept. Police

\$235.00 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

RIN0024654 OCT 14 EXPENSES

\$36,067.00

RIN0024658 OCT 14 EXPENSES

\$7,603.00

RIN0024659 OCT 14 EXPENSES

\$20,882.00

RIN0024655 OCT 14 EXPENSES

\$27,957.00

RIN0024656 OCT 14 EXPENSES

\$31,469.00

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

RIN0024657 OCT 14 EXPENSES

\$2,383.00

\$126,361.00 Subtotal for Dept. C.A.T.C.

\$126,361.00 Subtotal for Vendor

CDW GOVERNMENT, INC.

QN61628 FIRE 1 MDC

\$205.80

\$205.80 Subtotal for Dept. Fire

\$205.80 Subtotal for Vendor

CENTRAL PAINT & BODY

30296 AUTO REPAIR

\$2,019.05

\$2,019.05 Subtotal for Dept. Property & Liability Insurance

\$2,019.05 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

122005 NOV14 WHOLESALE WATER

122007 NOV14 SYSTEM INVESTMENT FEES

\$213,823.58

\$16,800.00

\$230,623.58 Subtotal for Dept. Water

\$230,623.58 Subtotal for Vendor

CENTURYLINK

RIN0024677 PHONE USE

\$37.09

RIN0024674 PHONE USE

\$74.42

RIN0024675 PHONE USE

\$111.63

RIN0024676 PHONE USE

\$73.94

\$297.08 Subtotal for Dept. Balefill

RIN0024678 PHONE USE

\$126.50

RIN0024678 PHONE USE

\$37.45

RIN0024678 PHONE USE

\$337.05

\$501.00 Subtotal for Dept. Casper Events Center

RIN0024700 PHONE USE

\$65.28

\$65.28 Subtotal for Dept. Code Enforcement

RIN0024678 PHONE USE

\$61.20

RIN0024678 PHONE USE

\$14.16

RIN0024678 PHONE USE

\$37.45

RIN0024678 PHONE USE

\$301.63

RIN0024678 PHONE USE

\$61.20

RIN0024678 PHONE USE

\$64.96

RIN0024678 PHONE USE

\$37.45

RIN0024678 PHONE USE

\$83.64

RIN0024678 PHONE USE

\$23.30

RIN0024678 PHONE USE

\$480.87

RIN0024678 PHONE USE

\$61.20

RIN0024678 PHONE USE

\$83.64

RIN0024646 PHONE USE

\$496.74

RIN0024678 PHONE USE

\$65.28

RIN0024646 PHONE USE

\$10,328.61

RIN0024678 PHONE USE

\$301.63

\$12,502.96 Subtotal for Dept. Communications Center

AP00014312051424 PHONE USE

\$756.35

AP00005712051424 PHONE USE

\$3,251.14

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

AP00013212051424 PHONE USE

RIN0024678 PHONE USE
 RIN0024678 PHONE USE
 RIN0024678 PHONE USE
 RIN0024678 PHONE USE
 RIN0024678 PHONE USE
 RIN0024678 PHONE USE
 RIN0024678 PHONE USE
 RIN0024700 PHONE USE
 RIN0024678 PHONE USE

\$1,668.61

\$5,676.10 Subtotal for Dept. Finance

\$37.45
 \$37.45
 \$74.90
 \$65.28
 \$65.28
 \$37.45
 \$74.46
 \$65.28
 \$37.45

\$495.00 Subtotal for Dept. Fire

RIN0024678 PHONE USE
 RIN0024678 PHONE USE

\$37.45
 \$63.24

\$100.69 Subtotal for Dept. Garage

RIN0024700 PHONE USE

\$43.27

\$43.27 Subtotal for Dept. Golf Course

RIN0024678 PHONE USE

\$37.45

\$37.45 Subtotal for Dept. Human Resources

RIN0024678 PHONE USE
 RIN0024678 PHONE USE

\$80.00
 \$65.28

\$145.28 Subtotal for Dept. Parking

RIN0024700 PHONE USE
 RIN0024678 PHONE USE

\$42.26
 \$122.40

\$164.66 Subtotal for Dept. Parks

RIN0024678 PHONE USE
 RIN0024646 PHONE USE
 RIN0024663 PHONE USE

\$37.45
 \$38.20
 \$63.24
 \$65.28
 \$23.10
 \$29.15
 \$136.18

\$392.60 Subtotal for Dept. Police

RIN0024678 PHONE USE

\$37.45

\$37.45 Subtotal for Dept. Recreation

RIN0024663 PHONE USE
 RIN0024678 PHONE USE
 RIN0024678 PHONE USE
 RIN0024678 PHONE USE
 RIN0024665 PHONE USE
 RIN0024678 PHONE USE

\$37.21
 \$65.28
 \$38.20
 \$43.30
 \$40.00
 \$43.30
 \$43.30
 \$33.76
 \$50.30
 \$43.30
 \$43.30
 \$43.30

\$524.55 Subtotal for Dept. Traffic

RIN0024678 PHONE USE

\$1,641.82

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

RIN0024678 PHONE USE

\$37.21

\$1,679.03 Subtotal for Dept. Waste Water

RIN0024700 PHONE USE

\$195.53

RIN0024678 PHONE USE

\$89.36

RIN0024678 PHONE USE

\$37.45

\$322.34 Subtotal for Dept. Water

\$22,984.74 Subtotal for Vendor

CHARTER

RIN0024605 INTERNET SERVICE NOV 2014

\$2.22

\$2.22 Subtotal for Dept. Aquatics

RIN0024605 INTERNET SERVICE NOV 2014

\$16.67

\$16.67 Subtotal for Dept. Balefill

RIN0024605 INTERNET SERVICE NOV 2014

\$4.44

\$4.44 Subtotal for Dept. Buildings And Grounds

RIN0024605 INTERNET SERVICE NOV 2014

\$25.56

\$25.56 Subtotal for Dept. Casper Events Center

RIN0024605 INTERNET SERVICE NOV 2014

\$4.44

\$4.44 Subtotal for Dept. Cemetery

RIN0024605 INTERNET SERVICE NOV 2014

\$7.78

\$7.78 Subtotal for Dept. City Attorney

RIN0024605 INTERNET SERVICE NOV 2014

\$6.67

\$6.67 Subtotal for Dept. City Manager

RIN0024605 INTERNET SERVICE NOV 2014

\$13.33

\$13.33 Subtotal for Dept. Code Enforcement

RIN0024605 INTERNET SERVICE NOV 2014

\$8.89

\$8.89 Subtotal for Dept. Communications Center

RIN0024605 INTERNET SERVICE NOV 2014

\$10.00

\$10.00 Subtotal for Dept. Council

RIN0024605 INTERNET SERVICE NOV 2014

\$14.44

\$14.44 Subtotal for Dept. Engineering

RIN0024605 INTERNET SERVICE NOV 2014

\$32.23

\$32.23 Subtotal for Dept. Finance

RIN0024605 INTERNET SERVICE NOV 2014

\$33.33

\$33.33 Subtotal for Dept. Fire

RIN0024605 INTERNET SERVICE NOV 2014

\$5.56

\$5.56 Subtotal for Dept. Fort Caspar

RIN0024605 INTERNET SERVICE NOV 2014

\$13.33

\$13.33 Subtotal for Dept. Garage

RIN0024605 INTERNET SERVICE NOV 2014

\$3.33

\$3.33 Subtotal for Dept. Golf Course

RIN0024605 INTERNET SERVICE NOV 2014

\$6.67

\$6.67 Subtotal for Dept. Hogadon

RIN0024605 INTERNET SERVICE NOV 2014

\$8.89

\$8.89 Subtotal for Dept. Human Resources

RIN0024605 INTERNET SERVICE NOV 2014

\$4.44

\$4.44 Subtotal for Dept. Ice Arena

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

RIN0024605 INTERNET SERVICE NOV 2014	\$17.78		
	\$17.78	Subtotal for Dept.	Information Services
RIN0024605 INTERNET SERVICE NOV 2014	\$7.78		
	\$7.78	Subtotal for Dept.	Metro Animal
RIN0024605 INTERNET SERVICE NOV 2014	\$14.44		
	\$14.44	Subtotal for Dept.	Municipal Court
RIN0024605 INTERNET SERVICE NOV 2014	\$6.67		
	\$6.67	Subtotal for Dept.	Parks
RIN0024605 INTERNET SERVICE NOV 2014	\$10.00		
	\$10.00	Subtotal for Dept.	Planning
RIN0024605 INTERNET SERVICE NOV 2014	\$105.56		
	\$105.56	Subtotal for Dept.	Police
RIN0024605 INTERNET SERVICE NOV 2014	\$8.89		
	\$8.89	Subtotal for Dept.	Recreation
RIN0024605 INTERNET SERVICE NOV 2014	\$4.44		
	\$4.44	Subtotal for Dept.	Streets
RIN0024605 INTERNET SERVICE NOV 2014	\$6.67		
	\$6.67	Subtotal for Dept.	Traffic
RIN0024605 INTERNET SERVICE NOV 2014	\$14.44		
	\$14.44	Subtotal for Dept.	Waste Water
RIN0024605 INTERNET SERVICE NOV 2014	\$16.67		
RIN0024605 INTERNET SERVICE NOV 2014	\$4.44		
	\$21.11	Subtotal for Dept.	Water
RIN0024605 INTERNET SERVICE NOV 2014	\$10.00		
	\$10.00	Subtotal for Dept.	Water Treatment Plant
	\$450.00	Subtotal for Vendor	

CNIC HEALTH SOLUTIONS, INC.

RIN0024686 STOP LOSS FEES	\$52,231.62		
RIN0024686 ADMIN FEES	\$16,984.88		
	\$69,216.50	Subtotal for Dept.	Health Insurance
RIN0024728 12 MONTH RUN-OUT PERIOD	\$33,049.59		
	\$33,049.59	Subtotal for Dept.	Health Insurance
	\$102,266.09	Subtotal for Vendor	

COBAN TECH. INC.

9176 REPAIRS	\$171.00		
	\$171.00	Subtotal for Dept.	Police
	\$171.00	Subtotal for Vendor	

COMMUNICATION TECHNOLOGIES, INC.

72150 REPAIRS	\$49.00		
72143 REPAIRS	\$49.00		
72126 REPAIRS	\$177.47		
	\$275.47	Subtotal for Dept.	Police
	\$275.47	Subtotal for Vendor	

COMTRONIX, INC.

42290A SECURITY SYSTEM, ALARM SERVICE	\$448.00		
42126A ALARM SERVICE, ALARM, BATTERY	\$329.02		

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

\$777.02 Subtotal for Dept. Golf Course
\$777.02 Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-033 CRIME STOPPERS PHONEL LINE

\$86.25
\$86.25 Subtotal for Dept. Police
\$86.25 Subtotal for Vendor

DAVID COURTADE

RIN0024687 TRAVEL EXPENSES

\$179.81
\$179.81 Subtotal for Dept. Garage
\$179.81 Subtotal for Vendor

DAVIS & CANNON, LLP

44333 LEGAL FOR EMPLOYMENT INVEST.

\$4,209.72
\$4,209.72 Subtotal for Dept. Property & Liability Insurance
\$4,209.72 Subtotal for Vendor

DECKER, CARYN

0023283342 REFUND

\$22.97
\$22.97 Subtotal for Dept. Water
\$22.97 Subtotal for Vendor

DELL MARKETING LP

XJKFNNTT98 SOFTWARE FOR BALER WORKSTATION

\$338.35
\$338.35 Subtotal for Dept. Balefill

XJKFNNTTJ8 OFFICE LICENSE

\$338.35
\$338.35 Subtotal for Dept. Information Services

XJKFNW957 2 - OFFICE PRO PLUS COMPUTERS

\$676.70
\$676.70 Subtotal for Dept. Water
\$1,353.40 Subtotal for Vendor

DELUXE BUSINESS CHECKS AND SOLUTIONS

71724178 CHECKS

71724216 DEPOSIT SLIPS

\$108.42
\$67.13
\$175.55 Subtotal for Dept. Municipal Court
\$175.55 Subtotal for Vendor

DIANA RUIZ

RIN0024662 INTERPRETER

\$25.00
\$25.00 Subtotal for Dept. Municipal Court
\$25.00 Subtotal for Vendor

DON BOOMSMA

RIN0024682 BOOT REIMBURSEMENT

\$56.68
\$56.68 Subtotal for Dept. Cemetery
\$56.68 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3027 REPAIRS

\$960.00
\$960.00 Subtotal for Dept. Casper Events Center

3029 REPAIRS

\$410.00
\$410.00 Subtotal for Dept. Garage

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

\$1,370.00 Subtotal for Vendor

ELIZABETH RUD

RIN0024672 BOOT REIMBURSEMENT

\$65.62

\$65.62 Subtotal for Dept. Refuse Collection

\$65.62 Subtotal for Vendor

EXPRESS GARAGE DOOR SVC.

1069 REPAIRS

1047 REPAIRS

\$275.00

\$190.00

\$465.00 Subtotal for Dept. Balefill

\$465.00 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1014648 CREDIT CARD FEES OCT 2014

\$5.77

\$5.77 Subtotal for Dept. Casper Events Center

REMI1014643 CREDIT CARD FEES OCT 2014

\$75.91

\$75.91 Subtotal for Dept. Fort Caspar

REMI1014644 CREDIT CARD FEES OCT 2014

\$400.18

\$400.18 Subtotal for Dept. Golf Course

\$481.86 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0024706 FIB NOVEMBER LOAN SERVICE FEE

\$35.00

RIN0024705 FIB OCTOBER LOAN SERVICE FEE

\$35.00

\$70.00 Subtotal for Dept. CDBG

RIN0024668 ASSOCIATION DUES

\$355.00

RIN0024668 TRAVEL & TRAINING

\$109.00

\$464.00 Subtotal for Dept. City Attorney

\$534.00 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0024664 PETTY CASH

\$2.95

RIN0024664 PETTY CASH

\$9.96

RIN0024664 PETTY CASH

\$5.51

RIN0024664 PETTY CASH

\$9.98

RIN0024664 PETTY CASH

\$19.60

RIN0024664 PETTY CASH

\$2.64

RIN0024664 PETTY CASH

\$39.60

RIN0024664 PETTY CASH

\$10.62

\$100.86 Subtotal for Dept. Fort Caspar

RIN0024669 PETTY CASH

\$4.07

RIN0024669 PETTY CASH

\$25.20

RIN0024669 PETTY CASH

\$0.42

\$29.69 Subtotal for Dept. Recreation

RIN0024721 PETTY CASH

\$248.28

\$248.28 Subtotal for Dept. Metro Animal

RIN0024725 PETTY CASH

\$1,700.00

\$1,700.00 Subtotal for Dept. Hogadon

\$2,078.83 Subtotal for Vendor

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

FISCHER BODY SHOP CORP.

22326 08 BUCKET TRUCK DOOR REPAIR
22325 08 BUCKET TRUCK HOOD REPAIR

\$1,469.45
\$656.60
\$2,126.05 Subtotal for Dept. Property & Liability Insurance
\$2,126.05 Subtotal for Vendor

FORT CASPAR MUSEUM ASSOCIATION

RIN0024621 WADE INSULATORS - TELEGRAPH

\$420.00
\$420.00 Subtotal for Dept. Capital Projects

RIN0024621 COORD. PARANORMAL - GHOST TOUR

\$444.00
\$444.00 Subtotal for Dept. Fort Caspar
\$864.00 Subtotal for Vendor

FREDERICK'S LLC

3127 SUMP PUMP VAULTS PUMPED

\$1,090.00
\$1,090.00 Subtotal for Dept. Hogadon
\$1,090.00 Subtotal for Vendor

GARAGE DOOR DUDES

534332 REPAIR CARWASH DOOR/ SVC & ADJ

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

GARY MARSH, INC.

358 GREEN & CART FEES NOV. 2014

\$666.45
\$666.45 Subtotal for Dept. Golf Course
\$666.45 Subtotal for Vendor

GOOD 2 GO STORES

NP42940427 FUEL

\$539.53
\$539.53 Subtotal for Dept. Fire
\$539.53 Subtotal for Vendor

GRANICUS, INC.

59524 MONTHLY MANAGED SERVICE

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

HARRIS COMPUTER SYSTEMS INC.

CT020015 ESSP PROFESSIONAL SERVICES

\$3,630.00
\$3,630.00 Subtotal for Dept. Finance
\$3,630.00 Subtotal for Vendor

HEIDI DEIFEL

RIN0024661 SUB. JUDGE

\$300.00
\$300.00 Subtotal for Dept. Municipal Court
\$300.00 Subtotal for Vendor

HEWLETT PACKARD

55071093 PD UPS

\$2,262.27
\$2,262.27 Subtotal for Dept. Police

55074597 LAPTOP COMPUTER

\$968.28
\$968.28 Subtotal for Dept. Sewer

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

\$3,230.55 Subtotal for Vendor

HEWLETT PACKARD COMPANY

55081933 HP COMPUTER

\$968.28

\$968.28 Subtotal for Dept. Golf Course

\$968.28 Subtotal for Vendor

HOMAX OIL SALES, INC.

0266521-IN FUEL

\$30,415.82

\$30,415.82 Subtotal for Dept. Balefill

0267934-IN DEF, BLUE 2.5 GAL

\$623.20

0267304-IN FUEL

\$32,559.52

0267304-IN FUEL

\$389.85

0267304-IN FUEL

\$399.50

0267305-IN FUEL

\$27,864.00

0265995-IN POWERDRIVE 30W

\$3,540.00

\$65,376.07 Subtotal for Dept. Garage

\$132.09

\$132.09 Subtotal for Dept. Waste Water

0265658-IN FUEL

\$3,986.55

\$3,986.55 Subtotal for Dept. Water

CL59825 FUEL

\$99,910.53 Subtotal for Vendor

INFORMATION SYSTEMS CONSULTING, INC.

SIN008712 CISCO 7821 IP PHONE

\$256.21

\$256.21 Subtotal for Dept. Finance

\$256.21 Subtotal for Vendor

INSTALLATION & SVC. CO.

RIN0024680 RETAINAGE 14-03

\$5,405.67

\$5,405.67 Subtotal for Dept. Capital Projects

RIN0024680 RETAINAGE 14-03

\$30,053.23

\$30,053.23 Subtotal for Dept. Water

\$35,458.90 Subtotal for Vendor

INTERACTIVE HEALTH SOLUTIONS

35364 BIOMETRIC SCREEN

\$260.00

\$260.00 Subtotal for Dept. Health Insurance

\$260.00 Subtotal for Vendor

IRWIN. NICHOLAS/DANA

0023327495 REFUND

\$11.17

\$11.17 Subtotal for Dept. Water

\$11.17 Subtotal for Vendor

JAYME MCGOONAN

RIN0024681 TRAVEL EXPENSES

\$66.82

\$66.82 Subtotal for Dept. Fort Caspar

\$66.82 Subtotal for Vendor

JEFF GRAY

RIN0024640 BOOT REIMBURSEMENT

\$52.50

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

\$52.50 Subtotal for Dept. Parks

\$52.50 Subtotal for Vendor

JTL GROUP DBA KNIFE RIVER

110184 W BASE KR CASPER GRAVEL 1

110142 W BASE CASPER GRAVEL 1

\$163.80

\$326.77

\$490.57 Subtotal for Dept. Streets

\$490.57 Subtotal for Vendor

KATIE MAY

11191412714 TRAVEL EXPENSES

\$260.40

\$260.40 Subtotal for Dept. Garage

\$260.40 Subtotal for Vendor

KCWY-TV

62815-2 HOGADON ADVERTISING

\$299.20

\$299.20 Subtotal for Dept. Hogadon

\$299.20 Subtotal for Vendor

KRISINTE BROCK

RIN0024704 VICTIM SEARCH COSTS

\$126.50

\$126.50 Subtotal for Dept. Police Grants

\$126.50 Subtotal for Vendor

KUBWATER RESOURCES, INC

04446 ZETAG 7593 DRY POLYMER

\$9,678.03

\$9,678.03 Subtotal for Dept. Waste Water

\$9,678.03 Subtotal for Vendor

LABOR READY CENTRAL, INC.

19091955 LABOR

\$2,352.90

19094249 LABOR

\$306.48

19099236 LABOR

\$79.81

19059967 LABOR

\$644.89

19068398 LABOR

\$571.45

19059966 LABOR

\$1,979.36

19112627 LABOR

\$233.06

19091956 LABOR

\$344.79

19112626 LABOR

\$561.88

19099235 LABOR

\$1,634.62

19068397 LABOR

\$664.04

\$9,373.28 Subtotal for Dept. Casper Events Center

\$9,373.28 Subtotal for Vendor

LILLARD & CLARK - WY.

RIN0024651 WWTP UPGRADE PH I GRANT

\$52,913.00

\$52,913.00 Subtotal for Dept. Waste Water

\$52,913.00 Subtotal for Vendor

MANPOWER, INC.

27932544 LABOR

\$231.76

27875268 LABOR

\$232.82

27901376 LABOR

\$58.44

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

\$523.02 Subtotal for Dept. Casper Events Center
\$523.02 Subtotal for Vendor

MASTERCARD

RIN0024670 APA MEMBERSHIP C COLLINS

\$434.00

\$434.00 Subtotal for Dept. Planning

RIN0024693 MANAGER-PROGRAM

\$121.22

\$121.22 Subtotal for Dept. City Manager

RIN0024693 COUNCIL-PROGRAM

\$127.74

\$127.74 Subtotal for Dept. Council

\$682.96 Subtotal for Vendor

MCMURRY READY MIX CO.

218996 EAGLE & CAMELBACK

\$571.50

218995 EAGLE & CAMELBACK

\$571.50

\$1,143.00 Subtotal for Dept. Streets

\$1,143.00 Subtotal for Vendor

MEDINA, KIM

0023327493 REFUND

\$50.00

0023327493 REFUND

\$50.00

0023327493 REFUND

\$16.18

\$116.18 Subtotal for Dept. Water

\$116.18 Subtotal for Vendor

MICHAEL R. TIETJEN

RIN0024727 REFUND

\$500.00

RIN0024727 REFUND

\$348.30

\$848.30 Subtotal for Dept. City Hall

\$848.30 Subtotal for Vendor

MICROSOFT CORPORATION

E08000N39I MICROSOFT 365 NOV. 2014

\$18.01

\$18.01 Subtotal for Dept. Aquatics

E08000N39I MICROSOFT 365 NOV. 2014

\$158.48

\$158.48 Subtotal for Dept. Balefill

E08000N39I MICROSOFT 365 NOV. 2014

\$39.62

\$39.62 Subtotal for Dept. Buildings And Grounds

E08000N39I MICROSOFT 365 NOV. 2014

\$75.64

\$75.64 Subtotal for Dept. Casper Events Center

E08000N39I MICROSOFT 365 NOV. 2014

\$14.41

\$14.41 Subtotal for Dept. Cemetery

E08000N39I MICROSOFT 365 NOV. 2014

\$25.21

\$25.21 Subtotal for Dept. City Attorney

E08000N39I MICROSOFT 365 NOV. 2014

\$21.61

\$21.61 Subtotal for Dept. City Manager

E08000N39I MICROSOFT 365 NOV. 2014

\$46.82

\$46.82 Subtotal for Dept. Code Enforcement

E08000N39I MICROSOFT 365 NOV. 2014

\$18.01

\$18.01 Subtotal for Dept. Communications Center

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

E08000N39I MICROSOFT 365 NOV. 2014	\$32.42		
	\$32.42	Subtotal for Dept.	Council
E08000N39I MICROSOFT 365 NOV. 2014	\$39.62		
	\$39.62	Subtotal for Dept.	Engineering
E08000N39I MICROSOFT 365 NOV. 2014	\$104.42		
	\$104.42	Subtotal for Dept.	Finance
E08000N39I MICROSOFT 365 NOV. 2014	\$288.14		
	\$288.14	Subtotal for Dept.	Fire
E08000N39I MICROSOFT 365 NOV. 2014	\$21.61		
	\$21.61	Subtotal for Dept.	Fort Caspar
E08000N39I MICROSOFT 365 NOV. 2014	\$43.22		
	\$43.22	Subtotal for Dept.	Garage
E08000N39I MICROSOFT 365 NOV. 2014	\$14.41		
	\$14.41	Subtotal for Dept.	Golf Course
E08000N39I MICROSOFT 365 NOV. 2014	\$18.01		
	\$18.01	Subtotal for Dept.	Hogadon
E08000N39I MICROSOFT 365 NOV. 2014	\$28.81		
	\$28.81	Subtotal for Dept.	Human Resources
E08000N39I MICROSOFT 365 NOV. 2014	\$14.41		
	\$14.41	Subtotal for Dept.	Ice Arena
E08000N39I MICROSOFT 365 NOV. 2014	\$61.23		
E08000KB7F MICROSOFT 365 NOV. 2014	\$6.00		
E8000N2SH MICROSOFT 365 NOV. 2014	\$6.00		
	\$73.23	Subtotal for Dept.	Information Services
E08000N39I MICROSOFT 365 NOV. 2014	\$32.42		
	\$32.42	Subtotal for Dept.	Metro Animal
E08000N39I MICROSOFT 365 NOV. 2014	\$36.02		
	\$36.02	Subtotal for Dept.	Municipal Court
E08000N39I MICROSOFT 365 NOV. 2014	\$57.63		
	\$57.63	Subtotal for Dept.	Parks
E08000N39I MICROSOFT 365 NOV. 2014	\$28.81		
	\$28.81	Subtotal for Dept.	Planning
E08000N39I MICROSOFT 365 NOV. 2014	\$453.82		
	\$453.82	Subtotal for Dept.	Police
E08000N39I MICROSOFT 365 NOV. 2014	\$39.62		
	\$39.62	Subtotal for Dept.	Recreation
E08000N39I MICROSOFT 365 NOV. 2014	\$32.42		
	\$32.42	Subtotal for Dept.	Streets
E08000N39I MICROSOFT 365 NOV. 2014	\$18.01		
	\$18.01	Subtotal for Dept.	Traffic
E08000N39I MICROSOFT 365 NOV. 2014	\$79.24		
	\$79.24	Subtotal for Dept.	Waste Water
E08000N39I MICROSOFT 365 NOV. 2014	\$72.03		
E08000N39I MICROSOFT 365 NOV. 2014	\$7.20		
	\$79.23	Subtotal for Dept.	Water
E08000N39I MICROSOFT 365 NOV. 2014	\$28.81		
	\$28.81	Subtotal for Dept.	Water Treatment Plant

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

\$1,982.14 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

476756 FSA PLAN ADMIN FEES-NOV. 2014

\$398.25

\$398.25 Subtotal for Dept. Health Insurance

\$398.25 Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

5189 TECHNICAL ASSISTANCE

\$833.33

\$833.33 Subtotal for Dept. Council

\$833.33 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

1112 JUVENILE PRISONER OCT 2014

\$7,500.00

\$7,500.00 Subtotal for Dept. Police

\$7,500.00 Subtotal for Vendor

NATRONA COUNTY CLERK

RIN0024666 2014 ELECTION COSTS

\$4,000.00

\$4,000.00 Subtotal for Dept. Council

\$4,000.00 Subtotal for Vendor

NATRONA COUNTY HEALTH DEPT.

0021672-IN MONTHLY FUNDING

\$50,000.00

\$50,000.00 Subtotal for Dept. Social Community Services

\$50,000.00 Subtotal for Vendor

NATRONA COUNTY WILDFIRE MITIGATION PROJECT

1001 FIRE BREAK TREE & BOUNDARY MAR

\$1,033.29

\$1,033.29 Subtotal for Dept. Hogadon

\$1,033.29 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE34822 UNIFORMS

\$54.95

NE34556 UNIFORMS

\$129.90

LN-305122 UNIFORMS

\$149.95

LN-304656 UNIFORMS

\$899.00

NE34552 UNIFORMS

\$9.95

LN-304813 UNIFORMS

\$564.40

NE34742 UNIFORMS

\$194.85

NE34671 UNIFORMS

\$129.90

NE34592 UNIFORMS

\$125.95

NE34943 UNIFORMS

\$377.65

\$2,636.50 Subtotal for Dept. Police

\$2,636.50 Subtotal for Vendor

ONE CALL OF WY.

36745 NOV14 LOCATE TICKETS

\$195.14

\$195.14 Subtotal for Dept. Sewer

36745 NOV14 LOCATE TICKETS

\$238.51

\$238.51 Subtotal for Dept. Water

\$433.65 Subtotal for Vendor

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

P-CARD VENDORS

00021050	WAL-MART #3778 - Purchase	\$35.04	
00018912	CASPER WINNELSON CO - Purchase	\$218.55	
00021012	HAWKINS INC - Purchase	\$963.25	
00020912	SAMSCLUB #6425 - Purchase	\$9.55	
00021091	AMAZON MKTPLACE PMTS - Credit	(\$153.10)	
00020940	ARC SERVICES/TRAINING - Purcha	\$84.00	
00020948	NORCO INC - Purchase	\$128.83	
00021301	ATLAS OFFICE PRODUCTS - Purcha	\$29.94	
00021042	ARC SERVICES/TRAINING - Purcha	\$105.00	
00021301	ATLAS OFFICE PRODUCTS - Purcha	\$29.95	
00021394	BAILEYS ACE HARDWARE - Purchas	\$20.97	
00020914	AMAZON MKTPLACE PMTS - Purchas	\$153.10	
00020916	AMAZON MKTPLACE PMTS - Purchas	\$4.25	
00020961	SAMS CLUB #6425 - Purchase	\$49.00	
00021383	Alarm monitoring - Aquatics	\$55.00	
	\$1,733.33 Subtotal for Dept.		Aquatics
00020868	WYOMING MACHINERY CO-PURCHASE	\$1,546.47	
00020664	BEARING BELTCHAIN00244 - Purch	\$344.79	
00021383	Alarm monitoring - Balefill Eq	\$40.95	
00021383	Alarm monitoring - Balefill	\$26.00	
00020394	CPU VENTURE TECH NETWO - Purch	\$14.99	
00020953	BAILEYS ACE HARDWARE - Purchas	\$56.94	
00021275	PAYPAL MILLET SOFT - Purchase	\$60.00	
00020663	WW GRAINGER - Purchase	\$187.05	
00020720	HUB FLOOR COVERING INC - Purch	\$1,157.00	
00020770	MENARDS CASPER - Purchase	\$74.29	
00021065	WYOMING STEEL AND RECY - Purch	\$62.25	
00020997	PILOT 00007591 - Purch	\$24.21	
00021102	WW GRAINGER - Purchase	\$39.48	
00020828	SAFETY KLEEN SYSTEMS B - Purch	\$1,999.00	
00020988	BAILEYS ACE HARDWARE - Purchas	\$76.92	
00020746	BAILEYS ACE HARDWARE - Purchas	\$826.90	
00021228	WYOMING MACHINERY CO - Purchas	\$9,593.62	
00020467	INDUSTRIAL CONTAINER S - Purch	\$2,845.69	
00020426	WYOMING MACHINERY CO - Purchas	\$28.05	
00021224	WYOMING MACHINERY CO - Purchas	\$38.20	
00020048	USPS 57155804730311021 - Purch	\$6.98	
00020557	BEARING BELTCHAIN00244 - Purch	\$349.00	
00021025	INDUSTRIAL SCREEN & MA - Purch	\$82.50	
00020552	OREILLY AUTO 00027466 - Purch	\$32.28	
00021036	BAILEYS ACE HARDWARE - Purchas	\$80.30	
00020525	HOWARD SUPPLY COMPANY - Purcha	\$18.93	
00021383	Alarm monitoring - Balefill -	\$26.00	
00021383	Alarm monitoring - Special Was	\$26.00	
00020597	MENARDS CASPER - Purchase	\$160.72	
00020441	MMS - Purchase	\$4,794.60	
00021001	THE EGG AND I CHEYENNE - Purch	\$15.78	
00020591	BARGREEN WYOMING 25 - Purchase	\$106.40	
00020900	WAL-MART #3778 - Purchase	\$188.49	

Bills and Claims

City of Casper

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00021222	ALSCO SLCAS - Purchase	\$218.88	
00021209	LOAF N JUG #0131 Q81 - Purch	\$23.69	
00020900	WAL-MART #3778 - Purchase	\$188.49	
00019440	0970 CED - Credit	(\$122.79)	
00021265	DECKER AUTO GLASS - Purchase	\$406.81	
00020444	BAILEYS ACE HARDWARE - Purchas	\$213.84	
00021320	DECKER AUTO GLASS - Purchase	\$287.47	
00020724	GC BUILDING SUPPLY INC - Purch	\$4,419.56	
00020662	INDUSTRIAL DISTRIBU - Purchase	\$131.76	
00020661	WYOMING AUTOMOTIVE - Purchase	\$25.70	
00020893	LEE'S GLASS - Purchase	\$49.75	
00021203	SAFETY KLEEN SYSTEMS B - Purch	\$8,547.27	
00020939	WW GRAINGER - Purchase	\$133.02	
00020883	BLOEDORN LUMBER CASPER - Purch	\$374.96	
		\$39,829.19	Subtotal for Dept. Balefill
00020932	WW GRAINGER - Purchase	\$36.07	
00020686	ADVANCED HYDRAULIC AND - Purch	\$6.32	
00020690	BLOEDORN LUMBER CASPER - Purch	\$28.23	
00020701	BLOEDORN LUMBER CASPER - Purch	\$30.16	
00020963	BAILEYS ACE HARDWARE - Purchas	\$22.98	
00020920	THE HOME DEPOT 6001 - Purchase	\$39.88	
00020659	CASPER WINNELSON CO - Purchase	\$15.58	
00020791	NORCO INC - Purchase	\$135.17	
00021222	ALSCO SLCAS - Purchase	\$179.84	
00020681	DENNIS SUPPLY COMPANY - Purcha	\$15.01	
00020760	BLOEDORN LUMBER CASPER - Purch	\$13.63	
00020756	CASPER WINNELSON CO - Purchase	\$79.21	
00019292	BLOEDORN LUMBER CASPER - Purch	\$10.06	
00019308	CRUM ELECTRIC SUPPLY C - Purch	\$73.20	
		\$685.34	Subtotal for Dept. Buildings And Grounds
00021467	Local Match	\$94.71	
00021469	HAMPTON INN MILPITAS - Federal	\$371.80	
00021469	Local Match	\$371.80	
00021510	Local Match	\$3.44	
00021510	CHEVRON 0206864 - Federal Port	\$3.45	
00021467	BUDGET RENT-A-CAR - Federal Po	\$94.72	
		\$939.92	Subtotal for Dept. C.A.T.C.
00020667	LEE'S GLASS - Purchase	\$3.15	
00021105	PAYPAL MIKEBUSCAGL - Purchase	\$23.95	
00021088	PAYPAL J12LEVENGOO - Purchase	\$47.09	
00021118	ROTOMETALS INC - Purchase	\$58.44	
00021325	MICHAELS FENCE && SUPPL	\$36.00	
00021140	PAYPAL JAHRI BAR - Purchase	\$100.62	
00021008	ABEBOOKS.COM - Purchase	\$35.00	
00021182	AMAZON MKTPLACE PMTS - Purchas	\$17.01	
00021014	PAYPAL BLWILLS - Purchase	\$5.79	
00021181	AMAZON MKTPLACE PMTS - Purchas	\$41.81	
00021111	PAYPAL MORGANPROVI - Purchase	\$29.99	
00020758	LEE'S GLASS - Purchase	\$311.85	
00021104	PAYPAL ROOFTOPANTI - Purchase	\$49.95	

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

	\$760.65	Subtotal for Dept.	Capital Projects
00021489 WW GRAINGER - Purchase	\$98.51		
00021494 ACT PACnet Conf. - Purchase	\$599.00		
00021492 COWBOY SUPPLY HOUSE IN - Purch	\$406.55		
00021464 WW GRAINGER - Purchase	\$101.34		
00021494 ACT PACnet Conf. - Purchase	\$599.00		
00020867 CASPER STAR TRIBUNE - Purchase	\$1,998.00		
00021383 Alarm monitoring - CEC \$ Room	\$26.00		
00021307 SAMSClub #6425 - Purchase	\$140.40		
00021124 BEST BUY 00015271 - Purch	\$799.99		
00021093 SCHOOL OUTFITTERS - Purchase	\$264.62		
00021383 Alarm monitoring - CEC	\$26.00		
00020164 BURBACK'S REFRIGERATIO - Purch	\$386.10		
00020971 WAL-MART #1617 - Purchase	\$6.00		
00020902 CHARTER COMM - Purchase	\$140.20		
00021294 ATLAS OFFICE PRODUCTS - Purcha	\$97.45		
00021253 PROCORP IMAGES, INC. - Purchas	\$1,133.60		
00021300 SAMS CLUB #6425 - Purchase	\$45.00		
00021145 WW GRAINGER - Purchase	\$51.01		
00021023 ATLAS OFFICE PRODUCTS - Purcha	\$95.01		
00021141 CPU VENTURE TECH NETWO - Purch	\$166.49		
00020967 ATLAS OFFICE PRODUCTS - Purcha	\$13.95		
00021341 MOUNTAIN STATES LITHOG - Purch	\$27.90		
00021241 ALSCO SLCAS - Purchase	\$276.60		
00021266 WAL-MART #1617 - Purchase	\$4.96		
00021338 WW GRAINGER - Purchase	\$7.84		
00021406 NORCO INC - Purchase	\$113.87		
00020805 CASPER STAR TRIBUNE - Purchase	\$1,780.70		
00021277 SQ BYRON'S OFFICE EQU - Purch	\$99.40		
	\$9,505.49	Subtotal for Dept.	Casper Events Center
00021449 SAMS CLUB #6425-Purchase	\$21.80		
	\$21.80	Subtotal for Dept.	Cemetery
00021220 IN ALLURETECH/COFFEYN - Purch	\$42.00		
00021383 Alarm monitoring - City Hall	\$26.00		
00021383 Alarm monitoring - City Center	\$26.00		
00021383 Alarm monitoring - Marathon	\$26.00		
	\$120.00	Subtotal for Dept.	City Hall
00020992 CASPER AREA CHAMBER - Purchase	\$25.00		
00021383 Alarm monitoring - Manager's O	\$26.00		
00020466 CASPER STAR TRIBUNE - Purchase	\$176.28		
00021192 ATLAS OFFICE PRODUCTS - Purcha	\$16.48		
	\$243.76	Subtotal for Dept.	City Manager
00021518 USPS 57155809430310940 - Purch	\$374.60		
00021362 IN EXPRESS PRINTING C - Purch	\$181.00		
00021462 ATLAS OFFICE PRODUCTS - Purcha	\$157.87		
00020524 USPS 57155809530310940 - Purch	\$343.00		
00021350 INT'L CODE COUNCIL INC - Purch	\$396.13		
00021002 ATLAS OFFICE PRODUCTS - Purcha	\$26.50		
00021288 ATLAS OFFICE PRODUCTS - Purcha	\$16.62		

Bills and Claims

City of Casper

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	\$1,495.72	Subtotal for Dept.	Code Enforcement
00020457 ATLAS OFFICE PRODUCTS - Purcha	\$106.65		
00020982 TW ENTERPRISES INC - Purchase	\$436.90		
00020946 DTV DIRECTV SERVICE - Purchase	\$55.99		
00021015 WIRELESS ADVANCED COMM - Purch	\$1,207.50		
00020645 BEST BUY 00015271 - Purch	\$59.97		
00018678 JOHN E. REID AND ASSOC - Purch	\$1,650.00		
	\$3,517.01	Subtotal for Dept.	Communications Center
00021116 CASPER STAR TRIBUNE - Purchase	\$560.00		
00021238 HOBBY-LOBBY #0233 - Purchase	\$56.87		
00021531 CASPER PETROLEUM CLUB - Purcha	\$201.88		
00021190 SUBWAY 03116324 - Purch	\$30.00		
00021040 CPU VENTURE TECH NETWO - Purch	\$538.00		
00021363 THE OLIVE GARD00018283 - Purch	\$20.00		
00020734 ATLAS REPRODUCTION - Purchase	\$476.28		
00021279 STUDIO CITY DIGITAL - Purchase	\$20.00		
00021324 COLDSTONE #2100 - Purchase	\$10.00		
00021174 IN BALL ADVERTISING G - Purch	\$1,000.00		
00021385 HOBBY-LOBBY #0233 - Purchase	\$81.48		
00021335 FAMOUS DAVE'S BAR-B-QU - Purch	\$20.00		
	\$3,014.51	Subtotal for Dept.	Council
00021392 NATIONAL SOCIETY OF PR - Purch	\$189.90		
00021373 NATIONAL SOCIETY OF PR - Purch	\$189.90		
00021374 NATIONAL SOCIETY OF PR - Purch	\$189.90		
00021347 ALBERTSONS - Purchase	\$14.02		
00021073 CASPER COLLEGE - Purchase	\$80.00		
00021359 NATIONAL SOCIETY OF PR - Purch	\$189.90		
00020794 ATLAS OFFICE PRODUCTS - Purcha	\$80.26		
	\$933.88	Subtotal for Dept.	Engineering
00020972 MENARDS CASPER - Purchase	\$10.88		
00021549 B & B RUBBER STAMP SHO - Purch	\$22.50		
00021188 ATLAS OFFICE PRODUCTS - Purcha	\$172.07		
00021384 ALSCO SLCAS - Purchase	\$11.61		
00020865 DIAMOND VOGEL PAINT #7 - Purch	\$77.07		
00021313 SUTHERLANDS 2219 - Purchase	\$37.80		
00020691 HILTON HOTEL SAN DIEGO - Credi	(\$209.45)		
00021376 ALSCO SLCAS - Purchase	\$11.61		
00020665 ATLAS OFFICE PRODUCTS - Purcha	\$119.34		
00021188 ATLAS OFFICE PRODUCTS - Purcha	\$172.07		
00020878 ALSCO SLCAS - Purchase	\$11.61		
00020665 ATLAS OFFICE PRODUCTS - Purcha	\$119.34		
00020773 BLOEDORN LUMBER CASPER - Purch	\$11.92		
00021135 CASPER COLLEGE - Credit	(\$220.00)		
00021067 BAUDVILLE INC. - Purchase	\$1,631.87		
00020121 ALSCO SLCAS - Purchase	\$11.61		
00021383 Alarm monitoring - Finance	\$26.00		
00019027 BUSMGMTDLY - Credit	(\$89.00)		
00020935 PACIFIC HIDE AND FUR # - Purch	\$37.68		
	\$1,966.53	Subtotal for Dept.	Finance

Bills and Claims

City of Casper

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00020732	PEN FDIC/FIRE ENGINEER - Purch	\$1,145.00	
00020422	Amazon.com - Purchase	\$20.16	
00020750	HON ANALYTICS INC. - Purchase	\$1,250.00	
00020790	WALGREENS #7462 - Purchase	\$11.27	
00021077	CRUM ELECTRIC SUPPLY C - Purch	\$108.00	
00020567	IN SANTIAM EMERGENCY - Purcha	\$1,190.59	
00020356	CPI DAVIS INSTRUMENTS - Purcha	\$147.15	
00020736	BLOEDORN LUMBER CASPER - Purch	\$16.44	
00020652	WIRELESS ADVANCED COMM - Purch	\$2,012.60	
00020514	COST PLUS APPLIANCE AN - Purch	\$577.70	
00020655	FASTENAL COMPANY01 - Purchase	\$9.33	
00021120	HARBOR FREIGHT TOOLS 3 - Purch	\$20.99	
00021044	MENARDS CASPER - Purchase	\$409.96	
00020599	PEDENS INC. - Purchase	\$4,971.00	
00020729	PEN FDIC/FIRE ENGINEER - Purch	\$1,095.00	
00021117	BAILEYS ACE HARDWARE - Purchas	\$25.18	
00021131	THE HOME DEPOT 6001 - Purchase	\$43.42	
00020221	TIGER MEDICAL INC. - Purchase	\$526.64	
00020841	HARBOR FREIGHT TOOLS 3 - Purch	\$15.99	
00021057	HOBBY-LOBBY #0233 - Purchase	\$31.46	
00021383	Alarm monitoring - Fire 2 & amp	\$52.00	
	\$13,679.88	Subtotal for Dept.	Fire
00021415	AMAZON MKTPLACE PMTS - Purchas	\$15.87	
00021068	MUSEUM STORE PRODUCTS - Purcha	\$364.47	
00021437	HISTORICAL SOCIETY - A - Purch	\$76.76	
00021009	FEDEX OFFICE 00009423 - Purch	\$35.83	
00021051	CASPER FIRE EXTINGUISH - Purch	\$197.75	
00021421	TOP OFFICE PRODUCTS - Purchase	\$53.72	
00021310	ULINE SHIP SUPPLIES - Purcha	\$104.19	
00021383	Alarm monitoring - Fort Caspar	\$91.95	
	\$940.54	Subtotal for Dept.	Fort Caspar
00020929	WYOMING MACHINERY CO - Purchas	\$63.51	
00020549	BAILEYS ACE HARDWARE - Purchas	\$16.97	
00020868	WYOMING MACHINERY CO - Purchas	\$1,278.02	
00021264	BEARING BELTCHAIN00244 - Purch	\$14.07	
00020657	CMI-TECO - Purchase	\$146.37	
00020671	WHITES MOUNTAIN - Purchase	\$198.03	
00021184	GREINER MOTOR COMPANY - Purcha	\$51.51	
00020894	GOODYEAR COMMERCIAL TI - Purch	\$272.50	
00020891	BEARING BELTCHAIN00244 - Purch	\$9.08	
00021270	GREINER MOTOR COMPANY - Purcha	\$54.55	
00021327	ALSCO SLCAS - Purchase	\$804.29	
00020929	WYOMING MACHINERY CO-PURCHASE	\$138.08	
00020577	REEDS AUTOMOTIVE AND C - Purch	\$225.83	
00020644	GREINER MOTOR COMPANY - Purcha	\$19.64	
00020930	GOODYEAR COMMERCIAL TI - Purch	\$324.18	
00020778	GOODYEAR COMMERCIAL TI - Purch	\$989.00	
00021098	BEARING BELTCHAIN002244-CREDIT	(\$12.18)	
00020775	BEARING BELTCHAIN00244 - Purch	\$645.38	
00020868	WYOMING MACHINERY CO-PURCHASE	\$1,306.76	

Bills and Claims

City of Casper

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00020735	HOSE & RUBBER SUPPLY - Pur	\$33.54
00020956	GREINER MOTOR COMPANY - Purcha	\$43.68
00020744	GOODYEAR COMMERCIAL TI - Purch	\$305.64
00021219	LARIAT INTERNATIONAL T - Purch	\$85.30
00020741	BEARING BELTCHAIN00244 - Purch	\$75.20
00020951	BEARING BELTCHAIN00244 - Purch	\$132.74
00020965	BEARING BELTCHAIN00244 - Purch	\$23.70
00020713	BEARING BELTCHAIN00244 - Purch	\$39.46
00020709	INTERSTATE ALL BATTERY - Purch	\$3.98
00020929	WYOMING MACHINERY CO-PURCHASE	\$137.10
00020543	BEARING BELTCHAIN00244 - Purch	\$56.28
00020936	GOODYEAR COMMERCIAL TI - Credi	(\$305.64)
00021171	CMI-TECO - Purchase	\$50.88
00021246	GOODYEAR COMMERCIAL TI - Purch	\$44.40
00020752	AMERI-TECH EQUIPMENT C - Purch	\$401.40
00020827	BEARING BELTCHAIN00244 - Purch	\$217.90
00020813	BEARING BELTCHAIN00244 - Purch	\$146.43
00021366	GREINER MOTOR COMPANY - Credit	(\$18.00)
00020742	WEAR PARTS INC - Purchase	\$28.04
00021070	FAIR MANUFACTURING - Purchase	\$1,027.08
00021144	BEARING BELTCHAIN00244 - Purch	\$12.18
00021134	GOODYEAR COMMERCIAL TI - Purch	\$586.40
00021119	FREMONT MOTOR CASPER I - Purch	\$16.11
00021108	BEARING BELTCHAIN00244 - Purch	\$7.83
00021106	GREINER MOTOR COMPANY - Purcha	\$144.84
00021069	HENSLEY BATTERY&ELECTR - P	\$106.41
00021098	BEARING BELTCHAIN002244-CREDIT	(\$7.83)
00021052	BEARING BELTCHAIN00244 - Purch	\$164.09
00021090	GREINER MOTOR COMPANY - Purcha	\$21.87
00021210	AMERI-TECH EQUIPMENT C - Purch	\$526.39
00021083	GOODYEAR COMMERCIAL TI - Purch	\$1,561.34
00021127	BEARING BELTCHAIN00244 - Purch	\$15.53
00020714	HOSE &&& RUBBER SUPP	\$492.92
00021225	BEARING BELTCHAIN00244 - Purch	\$59.12
00020521	BEARING BELTCHAIN00244 - Purch	\$125.56
00021223	BEARING BELTCHAIN00244 - Purch	\$20.92
00020698	WEAR PARTS INC - Purchase	\$11.52
00020702	BEARING BELTCHAIN00244 - Purch	\$71.82
00020881	BEARING BELTCHAIN00244 - Purch	\$104.06
00020708	BEARING BELTCHAIN00244 - Purch	\$18.48
00020875	BEARING BELTCHAIN00244 - Purch	\$100.08
00021084	LARIAT INTERNATIONAL T - Purch	\$46.63
00021194	GREINER MOTOR COMPANY - Purcha	\$219.80
00020600	BEARING BELTCHAIN00244 - Credi	(\$6.42)
00021059	BRAKE SUPPLY COMPANY I - Purch	\$747.26
00021143	MIDLAND IMPLEMENT CO - Purchas	\$67.03
00020968	BEARING BELTCHAIN00244 - Purch	\$53.76
00021146	BEARING BELTCHAIN00244 - Purch	\$21.76
00019902	WYOMING MACHINERY CO - Purchas	\$1,331.42
00021185	AMERI-TECH EQUIPMENT C - Purch	\$218.72

Bills and Claims

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00020646	AMERI-TECH EQUIPMENT C - Purch	\$398.59
00021311	BRAKE SUPPLY COMPANY I - Credi	(\$1,494.52)
00020795	BEARING BELTCHAIN00244 - Purch	\$158.94
00020648	AMERI-TECH EQUIPMENT C - Purch	\$41.54
00021129	STOTZ EQUIPMENT - Purchase	\$46.28
00021195	AMERI-TECH EQUIPMENT C - Purch	\$532.67
00021178	GREINER MOTOR COMPANY - Purcha	\$54.38
00020931	IN VEHICLE LIGHTING S - Purch	\$698.17
00021278	BEARING BELTCHAIN00244 - Purch	\$4.99
00021422	WW GRAINGER - Purchase	\$33.00
00020288	BEARING BELTCHAIN00244 - Purch	\$941.12
00020431	GREINER MOTOR COMPANY - Purcha	\$94.69
00021414	BEARING BELTCHAIN00244 - Purch	\$136.65
00020545	BEARING BELTCHAIN00244 - Purch	\$139.24
00021234	POWER EQUIPMENT CO CAS - Purch	\$534.74
00021003	AMERI-TECH EQUIPMENT C - Purch	\$167.00
00020906	FLEETPRIDE 893 - Purchase	\$9.30
00021030	BEARING BELTCHAIN00244 - Credi	(\$10.69)
00020518	DRIVE TRAIN INDUSTRIES - Purch	\$53.30
00020716	HOSE & RUBBER SUPPLY - Pur	\$6.54
00021032	GOODYEAR COMMERCIAL TI - Purch	\$520.00
00021085	GOODYEAR COMMERCIAL TI - Purch	\$2,860.00
00020513	DRIVE TRAIN INDUSTRIES - Purch	\$14.10
00020481	NORCO INC - Purchase	\$104.96
00020929	WYOMING MACHINERY CO-PURCHASE	\$416.30
00021138	BEARING BELTCHAIN00244 - Purch	\$32.07
00021198	GREINER MOTOR	\$44.16
00021132	BEARING BELTCHAIN00244 - Purch	\$46.86
00020981	BEARING BELTCHAIN00244 - Purch	\$29.76
00021113	BEARING BELTCHAIN00244 - Purch	\$21.28
00021361	GREINER MOTOR COMPANY - Purcha	\$132.95
00021049	BEARING BELTCHAIN00244 - Purch	\$40.23
00020966	WW GRAINGER - Purchase	\$45.04
00021099	BEARING BELTCHAIN00244 - Purch	\$52.84
00020586	BEARING BELTCHAIN00244 - Purch	\$94.92
00020572	OSHKOSH CORP MCNEILUS - Purcha	\$298.33
00020007	FRANK J. ZAMBONI & CO. - P	\$99.75
00020797	GOODYEAR COMMERCIAL TI - Purch	\$680.40
00020511	BEARING BELTCHAIN00244 - Purch	\$30.41
00020762	WHITES MOUNTAIN - Purchase	\$5.69
00020899	BEARING BELTCHAIN00244 - Purch	\$8.88
00020738	GREINER MOTOR COMPANY - Purcha	\$144.95
00020640	GREINER MOTOR COMPANY - Purcha	\$10.49
00020789	B & B RUBBER STAMP SHO - P	\$4.95
00020783	B & B RUBBER STAMP SHO - P	\$63.25
00020605	THE HOME DEPOT 6001 - Purchase	\$269.24
00020840	BEARING BELTCHAIN00244 - Purch	\$129.00
00020767	BEARING BELTCHAIN00244 - Purch	\$14.44
00020592	HENSLEY BATTERY&ELECTR - P	\$117.60
00020656	NUTECH SPECIALTIES INC - Purch	\$813.68

Bills and Claims

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00020765	GOODYEAR COMMERCIAL TI - Purch	\$2,115.93
00020745	WHITES MOUNTAIN - Purchase	\$118.43
00020978	GOODYEAR COMMERCIAL TI - Purch	\$672.28
00021397	HOSE & RUBBER SUPPLY - Pur	\$71.21
00021389	GREINER MOTOR COMPANY - Purcha	\$49.35
00020761	WHITES MOUNTAIN - Credit	(\$124.12)
00020757	HENSLEY BATTERY&ELECTR - P	\$177.04
00020755	WHITES MOUNTAIN - Purchase	\$124.12
00019656	RIFFRAFFDIESEL.COM - Purchase	\$1,988.71
00020754	GOODYEAR COMMERCIAL TI - Purch	\$508.40
00020636	IN MOUNTAIN SERVICES - Purcha	\$2,448.75
00020913	JACKS TRUCK AND EQUIPMT - Purch	\$321.60
00020596	BEARING BELTCHAIN00244 - Purch	\$1.28
00020658	APPLIED IND TECH 0733 - Purch	\$79.74
00021413	GREINER MOTOR CO	\$171.13
00020929	WYOMING MACHINERY CO-PURCHASE	\$76.86
00020895	BRAKE SUPPLY COMPANY I - Purch	\$1,494.52
00020923	BEARING BELTCHAIN00244 - Purch	\$118.05
00020749	GREINER MOTOR COMPANY - Purcha	\$65.32
00020832	GOODYEAR COMMERCIAL TI - Purch	\$316.60
00020929	WYOMING MACHINERY CO-PURCHASE	\$27.56
00020312	HOLIDAY INN EXPRESS HO - Purch	\$563.44
00020819	VERMEER SALES & SVCS O - P	\$638.53
00020447	HOSE & RUBBER SUPPLY - Pur	\$63.25
00020928	BEARING BELTCHAIN00244 - Credi	(\$8.99)
00021204	COMPRESSION LEASING SV - Purch	\$51.20
00021207	CMI-TECO - Purchase	\$51.42
00020191	ALSCO SLCAS - Purchase	\$806.72
00020495	MG OIL COMPANY CASPE - Purch	\$1,151.09
00020507	HENSLEY BATTERY&ELECTR - P	\$177.04
00021420	BEARING BELTCHAIN00244 - Purch	\$196.15
00020540	HOSE & RUBBER SUPPLY - Pur	\$115.18
00020871	JACKS TRUCK AND EQUIPMT - Purch	\$30.81
00020803	ATLAS OFFICE PRODUCTS - Purcha	\$79.29
00020945	SAMSCLUB #6425 - Purchase	\$166.72
00020929	WYOMING MACHINERY CO-PURCHASE	\$988.51
00020717	GREINER MOTOR COMPANY - Purcha	\$261.95
00021173	HONNEN EQUIPMENT #04 - Purcha	\$4,045.33
00020517	C.G.R.S., INC. - Purchase	\$700.00
00020884	JACKS TRUCK AND EQUIPMT - Purch	\$48.57
00021198	GREINER MOTOR COMPANY - Purcha	\$8.15
00020877	WHITES MOUNTAIN - Purchase	\$8.96
00021244	LONG BLDG. TECHNOLOGIE - Purch	\$200.00
00021336	WW GRAINGER - Purchase	\$76.87
00020506	BEARING BELTCHAIN00244 - Purch	\$199.00
00020239	INDUSTRIAL SCREEN & MA - P	\$3,214.42
00020430	AIRGAS CENTRAL - Purchase	\$85.35
00020851	PRECISION KNIFE & TOOL - P	\$385.50
00020964	WW GRAINGER - Purchase	\$90.09
00020122	BEARING BELTCHAIN00244 - Credi	(\$17.78)

Bills and Claims

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00021403 BEARING BELTCHAIN00244 - Purch	\$18.68	
00021413 GREINER MOTOR COMPANY - Purcha	\$142.57	
00020941 JACKS TRUCK AND EQUIPMT - Purch	\$164.52	
00020627 HONNEN EQUIPMENT #04 - Purchas	\$52.52	
00020670 CENTRAL TRUCK &&& DI	\$285.29	
00020558 GREINER MOTOR COMPANY - Purcha	\$77.73	
00021408 BEARING BELTCHAIN00244 - Purch	\$22.77	
00020874 CAPITAL BUSINESS SYSTE - Purch	\$20.00	
00020562 CASPER TIRE - Purchase	\$232.00	
00020598 AMAZON MKTPLACE PMTS - Purchas	\$235.98	
00020737 BEARING BELTCHAIN00244 - Purch	\$21.13	
00020607 A 2 Z TOWING-PURCHASE	\$103.00	
00021353 CASPER TIRE - Purchase	\$99.00	
00021401 BEARING BELTCHAIN00244 - Purch	\$47.99	
00020692 HOSE & RUBBER SUPPLY - Pur	\$57.69	
00021380 BEARING BELTCHAIN00244 - Purch	\$39.98	
00020669 GOODYEAR COMMERCIAL TI - Purch	\$1,171.84	
00020310 HOLIDAY INN EXPRESS HO - Purch	\$547.20	
00021045 OREILLY AUTO 00027466 - Purch	\$9.99	
00020974 CMI-TECO - Purchase	\$4.30	
00020976 WESTCO - Purchase	\$1,312.07	
00021039 STOTZ EQUIPMENT - Purchase	\$207.76	
00021037 FLEMING SUPPLY - Purchase	\$7.75	
00021006 GREINER MOTOR COMPANY - Purcha	\$92.90	
00021081 DRIVE TRAIN INDUSTRIES - Purch	\$137.20	
00021027 FERGUSON ENT #3069 - Purchase	\$980.00	
00021020 BEARING BELTCHAIN00244 - Purch	\$5.94	
00021383 Alarm monitoring - Service Cen	\$26.00	
00020937 GOODYEAR COMMERCIAL TI - Purch	\$1,173.80	
00020676 HENSLEY BATTERY&ELECTR - P	\$269.78	
00021344 GREINER MOTOR COMPANY - Purcha	\$51.25	
00021423 BEARING BELTCHAIN00244 - Purch	\$130.05	
	\$58,574.97	Subtotal for Dept. Garage
00021022 CITY TREASURER - Purchase	\$10.00	
00020672 CHARTER COMM - Purchase	\$135.31	
00021378 CASTLEBROOK WELDING & - Pu	\$74.12	
00020638 CASPER STAR TRIBUNE - Purchase	\$307.30	
00020873 SUTHERLANDS 2219 - Purchase	\$31.49	
00021186 PIONEER SAND COMPANY I - Purch	\$1,454.72	
00021404 PRESTIGE FLAG - Purchase	\$235.78	
	\$2,248.72	Subtotal for Dept. Golf Course
00020421 MARRIOTT 337W0 F&B - Purchase	\$8.50	
00021011 SMITHS FOOD #4185 - Purchase	\$55.61	
	\$64.11	Subtotal for Dept. Health Insurance
00021094 THE HOME DEPOT 6001 - Credit	(\$45.04)	
00020817 INTERMTN ENTERPRISES I - Purch	\$1,000.00	
00020494 INTERMTN ENTERPRISES I - Purch	\$2,000.00	
00020458 INTERMTN ENTERPRISES I - Purch	\$568.85	
00020149 INTERNATIONAL TRANSACTION - Pu	\$0.37	
00021308 THE HOME DEPOT 6001 - Purchase	\$51.45	

Bills and Claims

City of Casper

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00021128	THE HOME DEPOT 6001 - Credit	(\$8.66)	
00020464	INTERNATIONAL TRANSACTION - Pu	\$8.00	
00020468	INTERNATIONAL TRANSACTION - Pu	\$16.00	
00020855	INTERNATIONAL TRANSACTION - Pu	\$8.00	
00021107	THE HOME DEPOT 6001 - Credit	(\$82.10)	
00021007	BAILEYS ACE HARDWARE - Purchas	\$4.58	
00021043	WORLD CUP SUPPLY, INC. - Purch	\$1,796.58	
00020995	BEST BUY 00015271 - Purch	\$589.02	
00020823	0970 CED - Purchase	\$74.10	
00020814	MOUNTAIN SPORTS - Purchase	\$558.75	
00021078	THE HOME DEPOT 6001 - Purchase	\$436.97	
00021233	0970 CED - Purchase	\$659.96	
00020792	NSAA - Purchase	\$471.29	
00020158	INTERMTN ENTERPRISES I - Purch	\$46.15	
00021306	THE HOME DEPOT 6001 - Purchase	\$13.63	
00020445	INTERMTN ENTERPRISES I - Purch	\$1,000.00	
00020456	INTERNATIONAL TRANSACTION - Pu	\$4.55	
		\$9,172.45	Subtotal for Dept. Hogadon
00021136	IN POWDER RIVER SHRED - Purch	\$75.00	
00021179	ATLAS OFFICE PRODUCTS - Purcha	\$98.77	
		\$173.77	Subtotal for Dept. Human Resources
00020925	SAMS CLUB #6425 - Purchase	\$57.18	
00020303	PAPA JOHN'S #01393 - Purchase	\$33.96	
00021383	Alarm monitoring - Ice Arena	\$36.00	
00020722	BAILEYS ACE HARDWARE - Purchas	\$5.97	
00020959	PAPA JOHN'S #01393 - Purchase	\$66.49	
00020733	PILOT 00007583 - Purch	\$61.90	
00020993	PILOT 00007583 - Purch	\$56.49	
00020955	IN ALLIANCE ELECTRIC, - Purch	\$92.97	
00021375	AGP PROPANE SERVICES - Purchas	\$34.66	
00019911	PAPA JOHN'S #01393 - Purchase	\$57.93	
00020885	PAPA JOHN'S #01393 - Purchase	\$17.98	
00020912	SAMSClub #6425 - Purchase	\$9.53	
00020934	STAPLES 00114181 - Purch	\$86.98	
00020305	BARGREEN ELLINGSON #3 - Purcha	\$167.30	
00020824	ADOBE SYSTEMS, INC. - Purchase	\$9.99	
00020063	BECKER ARENA PRODUCTS - Purcha	\$69.98	
00020604	DOLRTREE 3288 00032888 - Purch	\$15.00	
00020568	SAMS CLUB #6425 - Purchase	\$122.38	
00020643	PILOT 00007583 - Purch	\$35.25	
00020034	VISTAR - ROCKY MOUNT - Purchas	\$1,742.55	
00020023	COMTRONIX - Purchase	\$122.58	
00020938	PILOT 00007583 - Purch	\$25.12	
00020975	BARGREEN WYOMING 25 - Purchase	\$19.45	
00020961	SAMS CLUB #6425 - Purchase	\$49.00	
00021354	STAPLES 00114181 - Purch	\$151.98	
00021301	ATLAS OFFICE PRODUCTS - Purcha	\$29.94	
00021248	AGP PROPANE SERVICES - Purchas	\$26.99	
00020607	A 2 Z TOWING - Purchase	\$103.00	
00021180	PILOT 00007583 - Purch	\$35.18	

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

00019607	INTERNATIONAL FEE REFUND - Cre	(\$0.06)	
00021172	BAILEYS ACE HARDWARE - Purchas	\$27.05	
00020602	PAPA JOHN'S #01393 - Purchase	\$17.98	
00020546	STAPLES 00114181 - Purch	\$251.88	
00020554	PAPA JOHN'S #01393 - Purchase	\$33.96	
00020551	PILOT 00007583 - Purch	\$25.87	
00020547	SAMS CLUB #6425 - Purchase	\$132.86	
00020301	SAMS CLUB #6425 - Purchase	\$165.00	
		\$3,998.27	Subtotal for Dept. Ice Arena
00021211	ATLAS OFFICE PRODUCTS - Purcha	\$157.98	
		\$157.98	Subtotal for Dept. Information Services
00021395	ALL CREATURES VETERINA - Purch	\$49.50	
00020892	NORCO INC - Purchase	\$860.41	
00020837	WAL-MART #3778 - Purchase	\$27.11	
00021365	ALL CREATURES VETERINA - Purch	\$186.42	
00020167	COCA COLA BOTTLING CO - Purcha	\$113.25	
00020180	ANIMAL CARE EQUIPMENT - Purcha	\$158.31	
00020926	NORCO INC - Purchase	\$53.32	
00019752	THE HOME DEPOT 6001 - Purchase	\$66.28	
00019894	WM SUPERCENTER #3778 - Purchas	\$17.96	
00021096	HANCOCK FABRICS 1693 - Purchas	\$22.03	
00021391	NORCO INC - Purchase	\$72.14	
00018014	JIMMY JOHN'S # 1164 - Purchase	\$8.56	
00020838	ALBERTSONS - Purchase	\$34.62	
00020184	THE HOME DEPOT 6001 - Purchase	\$29.85	
00019554	NORCO INC - Purchase	\$208.55	
00019553	NORCO INC - Purchase	\$1.95	
00019513	NORCO INC - Purchase	\$182.76	
00020611	SUTHERLANDS 2219 - Purchase	\$538.80	
00019688	THE HOME DEPOT 6001 - Credit	(\$6.88)	
00020694	COCA COLA BOTTLING CO - Purcha	\$38.25	
00019155	AMBI MAIL AND MARKETIN - Purch	\$2.85	
00018229	JIMMY JOHN'S # 1164 - Purchase	\$8.56	
00020576	NORCO INC - Purchase	\$139.11	
00019918	HOBBY-LOBBY #0233 - Purchase	\$40.36	
00020154	MOUNTAIN VIEW SUB SHOP - Purch	\$64.00	
00020463	AVID PETTRAC - Purchase	\$2,475.00	
00020237	USPS 57155809430310940 - Purch	\$12.15	
00020218	AMBI MAIL AND MARKETIN - Purch	\$4.68	
00020185	OWW CHEAPTIX - Purchase	\$211.84	
00020503	BAILEYS ACE HARDWARE - Purchas	\$42.33	
00020259	NORCO INC - Purchase	\$86.44	
00020266	UNITED 01675411579181 - Pur	\$614.70	
00020615	B & B RUBBER STAMP SHO - P	\$45.00	
00020849	IN EXPRESS PRINTING C - Purch	\$58.00	
00021115	OFFICE MAX - Purchase	\$121.61	
00020780	BAILEYS ACE HARDWARE - Purchas	\$65.29	
00019474	BIG LOTS STORES - #444 - Purch	\$12.92	
00020846	IN U.S. IMAGING SYSTE - Purch	\$646.95	
00020080	FLEMING SUPPLY - Purchase	\$81.84	

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

00020574	THE HOME DEPOT 6001 - Purchase	\$70.76	
00019572	BAILEYS ACE HARDWARE - Purchas	\$15.96	
00019589	THE HOME DEPOT 6001 - Purchase	\$84.32	
00019664	THE HOME DEPOT 6001 - Purchase	\$22.44	
00020620	WAL-MART #1617 - Purchase	\$97.93	
00017899	UNO'S CHICAGO GRILL - Purchase	\$21.95	
00017940	UNO'S CHICAGO GRILL - Purchase	\$25.18	
00019407	PETCO 1456 63514566 - Purch	\$37.77	
00021046	DISCOUNTMUGS.COM - Purchase	\$482.24	
00021383	Alarm monitoring - Metro	\$36.00	
00021062	CASPER STAR TRIBUNE - Purchase	\$180.72	
00020918	NORCO INC - Purchase	\$73.64	
		\$8,545.73	Subtotal for Dept. Metro Animal
00021053	Federal Portion - Aerial RFP I	\$187.68	
00021053	Local Match - Aerial RFP legal	\$19.72	
		\$207.40	Subtotal for Dept. Metropolitan Planning
00020529	MOUNTAIN STATES LITHOG - Purch	\$304.30	
00020678	WESTERN STATES FIRE PR - Purch	\$92.00	
		\$396.30	Subtotal for Dept. Municipal Court
00021449	SAMS CLUB #6425- Purchase	\$21.80	
00020839	BAILEYS ACE HARDWARE - Purchas	\$31.98	
00021377	HARBOR FREIGHT TOOLS 3 - Purch	\$24.96	
00021475	MICHAELS FENCE & SUPPL - P	\$138.00	
00021328	HD SUPPLY UTILITIES, L - Purch	\$405.00	
00021285	BAILEYS ACE HARDWARE - Purchas	\$23.57	
00021318	MICHAELS FENCE & SUPPL - P	\$293.16	
00021473	BAILEYS ACE HARDWARE - Purchas	\$19.99	
00021018	CPS DISTRIBUTORS INC C - Purch	\$258.65	
00021202	CASPER CONTRACTORS SUP - Purch	\$6.72	
00020919	HENSLEY BATTERY&ELECTR - P	\$37.91	
00020943	R & R REST STOPS - Purchas	\$1,668.84	
00020924	BAILEYS ACE HARDWARE - Purchas	\$26.46	
00020821	BAILEYS ACE HARDWARE - Purchas	\$27.78	
00020922	HOWARD SUPPLY COMPANY - Purcha	\$275.62	
00020763	CMI-TECO - Purchase	\$28.36	
00020809	SUTHERLANDS 2219 - Purchase	\$35.55	
00021063	CASPER STAR TRIBUNE - Purchase	\$171.84	
00021055	CASPER STAR TRIBUNE - Purchase	\$176.28	
00021216	CASPER WINLECTRIC CO - Purchas	\$1,840.58	
00021345	MICHAELS FENCE & SUPPL - P	\$138.00	
00021471	ADOBE SYSTEMS, INC. - Credit	(\$5.99)	
00021411	BAILEYS ACE HARDWARE - Purchas	\$15.38	
00021170	BAILEYS ACE HARDWARE - Purchas	\$11.45	
00021177	BAILEYS ACE HARDWARE - Purchas	\$4.98	
00021291	MICHAELS FENCE & SUPPL - P	\$15.90	
00021296	CASPER CONTRACTORS SUP - Purch	\$63.22	
00021130	THE HOME DEPOT 6001 - Purchase	\$43.22	
00021242	BAILEYS ACE HARDWARE - Purchas	\$39.90	
00021417	TOP OFFICE PRODUCTS - Purchase	\$24.24	
00021455	CPS DISTRIBUTORS INC C - Purch	\$187.43	

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

00020957	ADOBE SYSTEMS, INC. - Purchase	\$125.87	
		\$6,176.65	Subtotal for Dept. Parks
00021371	CASPER STAR TRIBUNE - Purchase	\$45.40	
00021103	CASPER STAR TRIBUNE - Purchase	\$97.05	
00021518	USPS	\$30.20	
00021352	CASPER STAR TRIBUNE - Purchase	\$31.90	
00020524	USPS 57155809430310940 - Purch	\$75.61	
00020842	ATLAS REPRODUCTION - Purchase	\$12.00	
00020942	ADOBE SYSTEMS, INC. - Purchase	\$503.87	
		\$796.03	Subtotal for Dept. Planning
00020585	HARTZ E&F TOWING & REC - Purch	\$105.00	
00020831	TLO TRANSUNION - Purchase	\$112.25	
00020947	ATLAS OFFICE PRODUCTS - Purcha	\$145.58	
00020703	MAVERIK #476 - Purchase	\$39.94	
00020986	CASPER FIRE EXTINGUISH - Purch	\$218.95	
00020556	IACP - Purchase	\$34.00	
00020910	HARTZ E&F TOWING & REC - Purch	\$152.50	
00020527	WINTER PARK LODGE - Purchase	\$95.22	
00020578	NOLAND FEED INC. - Purchase	\$86.80	
00020484	CASPER ANIMAL CENTER, - Purcha	\$556.17	
00020641	EXXONMOBIL 45948759 - Purch	\$41.02	
00020651	DECKER AUTO GLASS - Purchase	\$287.47	
00020673	EXXONMOBIL 47737010 - Purch	\$32.34	
00020688	KUM & GO #959 - Purchase	\$35.32	
00020852	KUM & GO #959 - Purchase	\$38.15	
00020890	DAYS INN - Purchase	\$323.50	
00020575	DAYLIGHT DONUTS - Purchase	\$47.57	
00020391	SAMSCLUB #6425 - Purchase	\$45.96	
00020759	ATLAS OFFICE PRODUCTS - Purcha	\$57.36	
00020847	CASPER ANIMAL CENTER, - Purcha	\$111.15	
00020822	KUM & GO #959 - Purchase	\$29.95	
00020799	QUALITY OFFICE SOLUTIO - Purch	\$46.00	
00020697	MONOPRICE INC - Purchase	\$122.65	
00020859	DECKER AUTO GLASS - Purchase	\$287.47	
00020954	COOPERS CORNER MART - Purchase	\$10.00	
00020359	CASPER ANIMAL CENTER, - Purcha	\$36.57	
00018798	JOHN E. REID AND ASSOC - Purch	\$2,750.00	
00020402	ATLAS OFFICE PRODUCTS - Purcha	\$194.13	
00020423	IN EXPRESS PRINTING C - Purch	\$174.00	
00020425	RESPOND FIRST AID - Purchase	\$166.05	
00020438	PILOT 00007591 - Purch	\$40.00	
00020474	PARTY AMERICA CASPER # - Purch	\$21.46	
00020477	ALBERTSONS - Purchase	\$3.78	
00019928	CHARTER COMM - Purchase	\$38.59	
00021082	BEARING BELTCHAIN00244 - Purch	\$47.88	
00020987	B & B RUBBER STAMP SHO - Purch	\$20.50	
00020843	MERBACK AWARD COMPANY - Purcha	\$6.00	
00020949	LEADSONLINE - Purchase	\$4,908.00	
00020898	HERTZ RENT-A-CAR - Purchase	\$422.51	
00020711	MAVERIK #476 - Purchase	\$47.60	

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

00020886 MAVERIK #165 - Purchase	\$28.74	
00020550 IN POWDER RIVER SHRED - Purch	\$105.00	
00021028 FEDEX 92413223 - Purchase	\$97.49	
00021137 PCRUSH - Purchase	\$831.00	
00021029 OFFICE MAX - Purchase	\$24.95	
00020833 IN EXPRESS PRINTING C - Purch	\$99.00	
00021031 IN JOHNSON ROBERTS & - Purcha	\$139.00	
00020991 PARK RIDGE BEHAVIORAL - Purcha	\$250.00	
00020994 PARK RIDGE BEHAVIORAL - Purcha	\$250.00	
00021086 SIRCHIE FINGER PRINT L - Purch	\$623.07	
00020996 PARK RIDGE BEHAVIORAL - Purcha	\$250.00	
00021122 CASPER ANIMAL CENTER, - Purcha	\$757.18	
00020927 MAVERIK #165 - Purchase	\$26.19	
00021383 Alarm monitoring - CPD Shooter	\$39.95	
00020950 MERBACK AWARD COMPANY - Purcha	\$8.40	
00020858 QUALITY OFFICE SOLUTIO - Purch	\$57.84	
00021024 CASPER STAR TRIBUNE - Purchase	\$109.20	
00020872 R & R REST STOPS - Purchase	\$138.92	
00020969 DAYS INN - Purchase	\$325.00	
00021071 OFFICE MAX - Purchase	\$86.90	
	\$16,187.22	Subtotal for Dept. Police
00020903 PARKWAY PLAZA - Credit	(\$5.20)	
00020740 ALBERTSONS #2060 - Purchase	\$52.22	
00020246 PARKWAY PLAZA - Purchase	\$70.20	
00020907 PARKWAY PLAZA - Credit	(\$5.20)	
00020216 PARKWAY PLAZA - Purchase	\$70.20	
	\$182.22	Subtotal for Dept. Police Grants
00020857 CHANNING BETE CO AHA - Purchas	\$196.20	
	\$196.20	Subtotal for Dept. Property & Liability Insurance
00020908 NORCO INC - Purchase	\$118.09	
00020912 SAMSClub #6425 - Purchase	\$34.06	
00021235 NORCO INC - Purchase	\$142.90	
00020866 LIBERTS - Purchase	\$179.83	
00020850 CREATIONS UNLIMITED - Purchase	\$140.24	
00020961 SAMS CLUB #6425 - Purchase	\$49.00	
00021289 NOLAND FEED INC. - Purchase	\$11.10	
00021147 INTERSTATE ALL BATTERY - Purch	\$215.90	
00021383 Alarm monitoring - Rec Center	\$36.00	
00021095 ART STONE INC. - Credit	(\$139.93)	
00021301 ATLAS OFFICE PRODUCTS - Purcha	\$29.94	
00021035 LITTLE CAESARS 1989 00 - Purch	\$18.87	
00020961 SAMS CLUB #6425 - Purchase	\$49.00	
00020912 SAMSClub #6425 - Purchase	\$9.53	
00020520 THE HOME DEPOT 6001 - Purchase	\$13.35	
00021301 ATLAS OFFICE PRODUCTS - Purcha	\$29.94	
00021304 SAMS CLUB #6425 - Purchase	\$111.36	
00021304 SAMS CLUB #6425 - Purchase	\$14.71	
00021434 WM SUPERCENTER #1617 - Purchas	\$41.18	
	\$1,105.07	Subtotal for Dept. Recreation
00020505 AIRGAS CENTRAL - Purchase	\$301.05	

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

00021222	ALSCO SLCAS - Purchase	\$60.69	
00020887	SQ GREAT HARVEST BAKE - Purch	\$102.90	
00021221	WYOMING STEEL AND RECY - Purch	\$6,555.30	
00021102	WW GRAINGER - Purchase	\$60.35	
00020897	OREILLY AUTO 00031559 - Purch	\$17.92	
00021259	SAMSClub #6425 - Purchase	\$39.89	
00020617	SUTHERLANDS 2219 - Purchase	\$37.99	
		\$7,176.09	Subtotal for Dept. Refuse Collection
00020815	AMBI MAIL AND MARKETIN - Purch	\$1.71	
00021089	ALSCO SLCAS - Purchase	\$90.54	
00020786	SQ ATLANTIC ELECTRIC, - Purch	\$1,850.00	
00021033	EDGE CONSTRUCTION SUPP - Purch	\$6,233.78	
00021005	ATLAS OFFICE PRODUCTS - Purcha	\$260.40	
00020862	BAILEYS ACE HARDWARE - Purchas	\$30.48	
		\$8,466.91	Subtotal for Dept. Sewer
00020252	HILTON CAFE MARKET - Purchase	\$108.76	
00020214	HILTON CAFE MARKET - Purchase	\$108.30	
00020131	TILTED KILT - PHOE - Purchase	\$141.50	
00020329	HILTON CAFE MARKET - Purchase	\$113.76	
		\$472.32	Subtotal for Dept. Social Community Services
00020277	CENEX ZIP TRIP07075724 - Purch	\$81.42	
00020998	COMPUTER VILLAGE INC - Purchas	\$1,459.90	
		\$1,541.32	Subtotal for Dept. Special Assistance
00020731	SUTHERLANDS 2219 - Purchase	\$25.48	
00021193	HOSE & RUBBER SUPPLY - Pur	\$3.32	
00020848	THE HOME DEPOT 6001 - Purchase	\$139.99	
00020820	BAILEYS ACE HARDWARE - Purchas	\$29.96	
00021417	TOP OFFICE PRODUCTS - Purchase	\$24.25	
00021262	ALSCO SLCAS - Purchase	\$243.20	
00021449	SAMS CLUB #6425 - Purchase	\$21.80	
00021250	DENVER INDUSTRIAL SALE - Purch	\$1,093.52	
00021295	ATLAS OFFICE PRODUCTS - Purcha	\$363.98	
		\$1,945.50	Subtotal for Dept. Streets
00021226	HOSE & RUBBER SUPPLY - Pur	\$576.05	
00020788	SQ ATLANTIC ELECTRIC, - Purch	\$2,949.80	
00020818	INTERNATIONAL MUNICIPA - Purch	\$75.00	
00021017	HOSE & RUBBER SUPPLY - Pur	\$442.20	
00021230	BAILEYS ACE HARDWARE - Purchas	\$8.38	
00021261	BAILEYS ACE HARDWARE - Purchas	\$11.98	
00021269	ALSCO SLCAS - Credit	(\$90.54)	
00020812	INTERNATIONAL MUNICIPA - Purch	\$75.00	
00021390	ALSCO SLCAS - Purchase	\$19.00	
00021126	ALSCO SLCAS - Purchase	\$90.54	
		\$4,157.41	Subtotal for Dept. Traffic
00021021	USA BLUE BOOK - Credit	(\$17.33)	
00020869	CASPER WINNELSON CO - Purchase	\$4.96	
00020721	HACH COMPANY - Purchase	\$626.67	
00020776	DEWCO WATER EQUIPMENT - Purcha	\$55.00	
00020769	ENERGY LABORATORIES, I - Purch	\$27.00	

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

00020766	USPS 57155809430310940 - Purch	\$14.73	
00020739	ATLAS OFFICE PRODUCTS - Purcha	\$74.67	
00020933	BLOEDORN LUMBER CASPER - Purch	\$270.61	
00021236	MOTION INDUSTRIES WY54 - Purch	\$172.99	
00021260	ALSCO SLCAS - Purchase	\$590.62	
00020870	HOSE & RUBBER SUPPLY - Pur	\$41.25	
00020410	USA BLUE BOOK - Purchase	\$396.04	
00021303	INTERMOUNTAIN MOTOR SA - Purch	\$325.00	
00021286	HACH COMPANY - Purchase	\$132.79	
00021092	BELZONA ROCKY MOUNTAIN - Purch	\$1,364.00	
00021287	HONNEN EQUIPMENT #04 - Purchas	\$82.52	
00021187	ENERGY LABORATORIES, I - Purch	\$62.00	
00020905	CASPER WINNELSON CO - Purchase	\$26.11	
00021189	ENERGY LABORATORIES, I - Purch	\$57.00	
00021240	BLOEDORN LUMBER CASPER - Purch	\$86.23	
00021297	WW GRAINGER - Purchase	\$859.82	
00021100	HD SUPPLY UTILITIES, L - Purch	\$572.27	
00021101	HD SUPPLY UTILITIES, L - Purch	\$172.00	
00021112	INTERMOUNTAIN MOTOR SA - Purch	\$357.07	
00021321	ENERGY LABORATORIES, I - Purch	\$40.00	
00021139	INTERMOUNTAIN MOTOR SA - Purch	\$28.67	
00021074	INDUSTRIAL ENGINE SERV - Purch	\$25.18	
00020952	WW GRAINGER - Purchase	\$68.30	
00021064	BLOEDORN LUMBER CASPER - Purch	\$81.15	
00020706	TW ENTERPRISES INC - Purchase	\$137.95	
00021315	CASPER CONTRACTORS SUP - Purch	\$93.17	
00021087	BAILEYS ACE HARDWARE - Purchas	\$15.99	
00020921	COMPRESSION LEASING SV - Purch	\$389.06	
00021133	DENVER INDUSTRIAL PUMP - Purch	\$140.61	
	\$7,374.10 Subtotal for Dept.		Waste Water
00021237	ALSCO SLCAS - Purchase	\$511.04	
00020808	NORCO INC - Purchase	\$81.48	
00020816	UNION WIRELESS - Purchase	\$129.86	
00020985	DANA KEPNER CO. - Purchase	\$375.15	
00020804	DANA KEPNER CO. - Purchase	\$429.83	
00021249	ENERGY LABORATORIES, I - Purch	\$20.00	
00020977	MENARDS CASPER - Purchase	\$5.98	
00021302	ENERGY LABORATORIES, I - Purch	\$340.00	
00020825	ENERGY LABORATORIES, I - Purch	\$15.00	
00021232	ENERGY LABORATORIES, I - Purch	\$840.00	
00021110	HARBOR FREIGHT TOOLS 3 - Purch	\$77.98	
00020793	ENERGY LABORATORIES, I - Purch	\$60.00	
00020806	ATLAS OFFICE PRODUCTS - Purcha	\$5.14	
00021076	ENERGY LABORATORIES, I - Purch	\$1,190.00	
00020800	ENERGY LABORATORIES, I - Purch	\$40.00	
00020989	INDUSTRIAL SCREEN & MA - Purch	\$360.00	
00020962	DIAMOND VOGEL PAINT #7 - Purch	\$3.91	
00021010	DANA KEPNER CO. - Purchase	\$311.99	
00021047	ATLAS OFFICE PRODUCTS - Purcha	\$6.68	
00021342	BOBCAT OF CASPER - Purchase	\$77.72	

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

00021056	USPS 57155809430310940 - Purch	\$41.91	
00021283	ATLAS OFFICE PRODUCTS - Purcha	\$8.39	
00021016	ENERGY LABORATORIES, I - Purch	\$340.00	
00021075	BEARING BELTCHAIN00244 - Purch	\$20.65	
00020499	CASPER STAR TRIBUNE - Purchase	\$180.40	
00021200	AUDIES SMALL ENGINE - Purchase	\$134.92	
00021058	NACE INTERNATIONAL - Purchase	\$130.00	
00020784	AMERICAN WATERWORKS - Purchase	\$3,386.00	
		\$9,124.03	Subtotal for Dept. Water
00020590	WW GRAINGER - Purchase	\$1,910.80	
00020802	DENNIS SUPPLY COMPANY - Credit	(\$12.62)	
00020830	DENNIS SUPPLY COMPANY - Purcha	\$96.38	
00020680	ALBERTSONS #2060 - Purchase	\$78.32	
00020522	WW GRAINGER - Purchase	\$71.20	
00020860	DENNIS SUPPLY COMPANY - Purcha	\$12.62	
00020631	RESPOND FIRST AID - Purchase	\$85.44	
00020768	FLEMING SUPPLY - Purchase	\$3.12	
00020682	VANTON PUMP AND EQUIPM - Purch	\$282.56	
00020785	USPS 57155809430310940 - Purch	\$7.82	
00020779	DENNIS SUPPLY COMPANY - Purcha	\$73.01	
00020751	WW GRAINGER - Purchase	\$8.90	
00020649	CASPER ELECTRIC, INC. - Purcha	\$61.80	
00020548	AMERICAN WATERWORKS - Purchase	\$75.00	
00020616	THE VAC SHACK INC - Purchase	\$20.98	
00020743	WW GRAINGER - Purchase	\$553.25	
		\$3,328.58	Subtotal for Dept. Water Treatment Plant
00020588	WAL-MART #1617 - Credit	(\$66.94)	
00020573	CENTRAL TRUCK & DIESEL - P	\$114.29	
00020284	WM SUPERCENTER #1617 - Purchas	\$66.94	
00020835	PEDENS INC. - Purchase	\$30.00	
		\$144.29	Subtotal for Dept. Weed And Pest
		\$231,301.19	Subtotal for Vendor

PEAKS TO PLAINS DESIGN, P.C.

1250	FY14 I-25 ENTRYWAY BEAUTIFICAT	\$2,714.70	
1250	FY14 I-25 ENTRYWAY BEAUTIFICAT	\$285.30	
		\$3,000.00	Subtotal for Dept. Metropolitan Planning
		\$3,000.00	Subtotal for Vendor

PEGGY BROOKER

RIN0024622	NOV 2014 HISTORIC PRES SVCS	\$300.00	
		\$300.00	Subtotal for Dept. Fort Caspar
		\$300.00	Subtotal for Vendor

PEPSI COLA OF CASPER

478040	PRODUCT	(\$315.00)	
478039	PRODUCT	\$472.00	
1299	PRODUCT	\$286.00	
478109	PRODUCT	\$1,091.20	
478110	PRODUCT	(\$151.00)	
		\$1,383.20	Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

31187 PRODUCT \$173.90
31108 PRODUCT \$212.80
31270 PRODUCT \$327.50

\$714.20 Subtotal for Dept. Ice Arena
\$2,097.40 Subtotal for Vendor

PRACH, ERIN

0023327497 REFUND

\$29.41
\$29.41 Subtotal for Dept. Water
\$29.41 Subtotal for Vendor

RAILROAD MGMT CO III, LLC

315079 24-IN SEWER LINE CROSSING

\$2,538.54
\$2,538.54 Subtotal for Dept. Waste Water

315079 8-IN WATERLINE CROSSING

\$2,538.54
\$2,538.54 Subtotal for Dept. Water
\$5,077.08 Subtotal for Vendor

RAMSHORN CONSTRUCTION, INC.

RIN0024712 DAVID STREET AND 8TH STREET

\$2,100.00
\$2,100.00 Subtotal for Dept. Streets
\$2,100.00 Subtotal for Vendor

RESOURCE STAFFING

4141 LABOR

\$525.61

4087 LABOR

\$492.76

\$1,018.37 Subtotal for Dept. Casper Events Center
\$1,018.37 Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0024616 COURT APPOINTED ATTY

\$400.00

\$400.00 Subtotal for Dept. Municipal Court

\$400.00 Subtotal for Vendor

ROCKY MOUNTAIN POWER

RIN0024710 ELECTRICITY

\$5,162.14

\$5,162.14 Subtotal for Dept. Aquatics

RIN0024707 ELECTRICITY

\$3,801.47

RIN0024707 ELECTRICITY

\$1,057.01

RIN0024707 ELECTRICITY

\$40.89

RIN0024707 ELECTRICITY

\$964.65

RIN0024707 ELECTRICITY

\$24.78

\$5,888.80 Subtotal for Dept. City Hall

RIN0024709 ELECTRICITY

\$7,562.12

\$7,562.12 Subtotal for Dept. Ice Arena

RIN0024708 ELECTRICITY

\$3,864.56

\$3,864.56 Subtotal for Dept. Recreation

RIN0024641 ELECTRICITY

\$6,060.41

RIN0024641 ELECTRICITY

\$12,920.19

\$18,980.60 Subtotal for Dept. Water Treatment Plant

\$41,458.22 Subtotal for Vendor

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

SAENZ-SANTOS, DESTENY

0023283341 REFUND

\$56.49
\$56.49 Subtotal for Dept. Water
\$56.49 Subtotal for Vendor

SETH WHEELER

RIN0024689 TRAVEL EXPENSES

\$235.00
\$235.00 Subtotal for Dept. Police
\$235.00 Subtotal for Vendor

SKYLINE RANCHES

RIN0024645 201 SEWER FEES

RIN0024645 201 SEWER FEES

RIN0024645 201 SEWER FEES

\$1,435.05
 (\$143.50)
\$1,291.55 Subtotal for Dept. Sewer
 (\$529.58)
(\$529.58) Subtotal for Dept. Waste Water
\$761.97 Subtotal for Vendor

SMARSH, INC

INV00042521 EMAIL ARCHIVE OCT 2014

\$17.66
\$17.66 Subtotal for Dept. Aquatics
 \$155.41
\$155.41 Subtotal for Dept. Balefill
 \$38.85
\$38.85 Subtotal for Dept. Buildings And Grounds
 \$74.17
\$74.17 Subtotal for Dept. Casper Events Center
 \$14.13
\$14.13 Subtotal for Dept. Cemetery
 \$24.72
\$24.72 Subtotal for Dept. City Attorney
 \$21.19
\$21.19 Subtotal for Dept. City Manager
 \$45.92
\$45.92 Subtotal for Dept. Code Enforcement
 \$17.66
\$17.66 Subtotal for Dept. Communications Center
 \$31.79
\$31.79 Subtotal for Dept. Council
 \$38.85
\$38.85 Subtotal for Dept. Engineering
 \$102.43
\$102.43 Subtotal for Dept. Finance
 \$282.56
\$282.56 Subtotal for Dept. Fire
 \$21.19
\$21.19 Subtotal for Dept. Fort Caspar
 \$42.38

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

	\$9.43	Subtotal for Dept.	Aquatics
RIN0024726 WYOMING SALES & USE TAX	\$9.50		
	\$9.50	Subtotal for Dept.	Balefill
RIN0024726 WYOMING SALES & USE TAX	\$3,242.31		
RIN0024726 WYOMING SALES & USE TAX	\$4,997.26		
RIN0024726 WYOMING SALES & USE TAX	\$849.19		
RIN0024726 WYOMING SALES & USE TAX	\$54.92		
RIN0024726 WYOMING SALES & USE TAX	\$7.67		
RIN0024726 WYOMING SALES & USE TAX	\$772.69		
RIN0024726 WYOMING SALES & USE TAX	\$287.64		
	\$10,211.68	Subtotal for Dept.	Casper Events Center
RIN0024726 WYOMING SALES & USE TAX	\$51.02		
	\$51.02	Subtotal for Dept.	Fort Caspar
RIN0024726 WYOMING SALES & USE TAX	\$554.99		
	\$554.99	Subtotal for Dept.	Ice Arena
RIN0024726 WYOMING SALES & USE TAX	\$13.67		
	\$13.67	Subtotal for Dept.	Recreation
	\$10,850.29	Subtotal for Vendor	
STATE OF WY. - NOTARY DIV.			
RIN0024702 NEW NOTARY DD	\$30.00		
RIN0024703 NEW NOTARY KB	\$30.00		
	\$60.00	Subtotal for Dept.	Police
	\$60.00	Subtotal for Vendor	
STATE OF WY. - TREASURER'S OFFICE			
Pfcd062d47 WY SUBMISSION# Pfcd062d47	\$5,137.18		
	\$5,137.18	Subtotal for Dept.	General Fund
	\$5,137.18	Subtotal for Vendor	
STEPHANIE SHAFER			
0000821 PHOTOGRAPHY	\$350.00		
	\$350.00	Subtotal for Dept.	Council
	\$350.00	Subtotal for Vendor	
STEVE BULLOCK			
RIN0024688 TRAVEL EXPENSES	\$382.00		
	\$382.00	Subtotal for Dept.	Police
	\$382.00	Subtotal for Vendor	
SWANDER, ROBERT			
0023327496 REFUND	\$20.85		
	\$20.85	Subtotal for Dept.	Water
	\$20.85	Subtotal for Vendor	
SYSCO FOOD SVCS. CORP.			
411190619 OPERATING SUPPLIES	\$1,350.02		
411190618 OPERATING SUPPLIES	\$3,108.15		
411220884 OPERATING SUPPLIES	(\$11.12)		
411110119 OPERATING SUPPLIES	(\$133.32)		
411130104 OPERATING SUPPLIES	(\$273.42)		

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

411210093 OPERATING SUPPLIES	(\$26.66)	
411141552 OPERATING SUPPLIES	\$90.60	
411061368 OPERATING SUPPLIES	\$238.78	
411111315 OPERATING SUPPLIES	\$126.94	
411110198 OPERATING SUPPLIES	\$709.59	
411200661 OPERATING SUPPLIES	\$265.33	
412030483 OPERATING SUPPLIES	\$1,296.15	
	\$6,741.04	Subtotal for Dept. Casper Events Center
	\$6,741.04	Subtotal for Vendor

THREE TRAILS ASSESSMENT CO & RESOURCE SOC.

11-20-14-01 2015 -MEMBERSHIP FEES 530 FTE	\$34,450.00	
	\$34,450.00	Subtotal for Dept. Health Insurance
	\$34,450.00	Subtotal for Vendor

THURNBAUER, RUSSELL

0023327494 REFUND	\$21.09	
	\$21.09	Subtotal for Dept. Water
	\$21.09	Subtotal for Vendor

TOWNSQUARE MEDIA

RIN0024660 CASPER ICE ARENA ADVERTISING	\$1,200.00	
	\$1,200.00	Subtotal for Dept. Ice Arena
	\$1,200.00	Subtotal for Vendor

TRAM SUPPORT, INC.

3040 CHAIR CLIPS, NDT TESTING, FREI	\$171.93	
	\$171.93	Subtotal for Dept. Hogadon
	\$171.93	Subtotal for Vendor

TRAVIS GAINES

RIN0024673 BOOT REIMBURSEMENT	\$75.00	
	\$75.00	Subtotal for Dept. Balefill
	\$75.00	Subtotal for Vendor

TULLER, DOAK

0023327492 REFUND	\$54.27	
	\$54.27	Subtotal for Dept. Water
	\$54.27	Subtotal for Vendor

TWEED'S WHOLESALE

312489 SOAP, CLEANER	\$90.79	
	\$90.79	Subtotal for Dept. Recreation
	\$90.79	Subtotal for Vendor

UNIVERSITY OF WY.- COOPERATIVE EXTENSION SVC.

RIN0024714 HORTICULTURE EDUCATOR	\$24,339.00	
	\$24,339.00	Subtotal for Dept. Weed And Pest
	\$24,339.00	Subtotal for Vendor

VENTURE TECHNOLOGIES

SIN008632 PSCC SWITCH	\$1,838.70	
	\$1,838.70	Subtotal for Dept. Communications Center

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

SIN008630 PD SWITCH

\$2,060.35

SIN008611 CATALYST 12 PORT

\$1,073.18

\$3,133.53 Subtotal for Dept. Police

\$4,972.23 Subtotal for Vendor

VERIZON WIRELESS

9734651961 CELL PHONE SERVICE

\$88.70

\$88.70 Subtotal for Dept. Communications Center

9735577344 IPAD'S EKG ETC. FIRE DEPT

\$1,458.37

\$1,458.37 Subtotal for Dept. Fire

9734651961 CELL PHONE SERVICE

(\$97.20)

(\$97.20) Subtotal for Dept. Metro Animal

97345651962 WIRELESS ACCESS

\$3,871.72

9734651961 CELL PHONE SERVICE

\$147.88

\$4,019.60 Subtotal for Dept. Police

9735577345 RRT2 AIRCARD-11/17-12/16/14

\$40.01

\$40.01 Subtotal for Dept. Special Assistance

\$5,509.48 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

140090010 RAW WATER IRRIGATION SYSTEM

\$11,106.51

\$11,106.51 Subtotal for Dept. Parks

\$11,106.51 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0024644 201 SEWER FEES

(\$688.90)

RIN0024644 201 SEWER FEES

\$6,889.00

\$6,200.10 Subtotal for Dept. Sewer

RIN0024644 201 SEWER FEES

(\$1,808.12)

(\$1,808.12) Subtotal for Dept. Waste Water

\$4,391.98 Subtotal for Vendor

WILD BUNCH PRODUCTIONS

735 CAMERA & OPERATOR

\$200.00

\$200.00 Subtotal for Dept. Council

\$200.00 Subtotal for Vendor

WILLIE GONZALES

RIN0024679 REIMBURSEMENT

\$133.00

\$133.00 Subtotal for Dept. Water

\$133.00 Subtotal for Vendor

WOLF GANG OF WY

1017 DECEMBER TY PRODUCTION

\$3,833.33

\$3,833.33 Subtotal for Dept. Council

\$3,833.33 Subtotal for Vendor

WOLVERINE DISTRIBUTING

140472 BUFFALO JUMP, ACROSS/WIDE & LO

\$299.10

\$299.10 Subtotal for Dept. Fort Caspar

\$299.10 Subtotal for Vendor

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

WY. ASSOC. OF MUNICIPALITIES

14003 CEO RETREAT

\$340.00

\$340.00 Subtotal for Dept. City Manager

13990 FIN DIRECTORS WORKSHOP REGISTR

\$45.00

13978 FIN DIRECTOR WORKSHOP REGISTRA

\$340.00

13978 FIN DIRECTOR WORKSHOP REGISTRA

\$340.00

13993 CEO RETREAT REGISTRATION

\$340.00

\$1,065.00 Subtotal for Dept. Finance

\$1,405.00 Subtotal for Vendor

WY. BUSINESS COALITION ON HEALTH, INC.

2015 2015 JAN-JUNE MEMBERSHIP

\$4,990.00

\$4,990.00 Subtotal for Dept. Health Insurance

\$4,990.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000071334 COOPERATIVE AGREEMENT - BRYAN

\$1,659.66

\$1,659.66 Subtotal for Dept. Streets

\$1,659.66 Subtotal for Vendor

WY. SYMPHONY ORCHESTRA

166 COMMUNITY PROMOTIONS FUNDING

\$2,833.33

\$2,833.33 Subtotal for Dept. Council

\$2,833.33 Subtotal for Vendor

WY. TAXPAYERS ASSOC.

1108 WTA MEMBERSHIP DUES

\$195.00

\$195.00 Subtotal for Dept. Council

\$195.00 Subtotal for Vendor

WYOPASS

RIN0024694 A NELSON MEMBERSHIP

\$49.77

RIN0024694 A NELSON MEMBERSHIP

\$5.23

\$55.00 Subtotal for Dept. Metropolitan Planning

RIN0024694 STAFF,P&Z MEMBERSHIPS

\$554.50

\$554.50 Subtotal for Dept. Planning

\$609.50 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

OCT2014 YOUTH CRISIS CENTER EXPENSES

\$4,996.35

\$4,996.35 Subtotal for Dept. Social Community Services

\$4,996.35 Subtotal for Vendor

ZUNESIS, INC.

CASP-112514 (2) MEZ CARDS

\$1,150.00

\$1,150.00 Subtotal for Dept. City Manager

CASP-112014 HP BLC7000 AT OST

\$977.76

\$977.76 Subtotal for Dept. Communications Center

\$2,127.76 Subtotal for Vendor

Bills and Claims

City of Casper

03-Dec-14 to 16-Dec-14

Grand Total

\$1,236,888.26

Approved By:

On:

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
12/16/14

Payroll Disbursements

12/4/14	City/Fire payroll	\$	1,322,267.40
12/4/14	Benefits & Deductions	\$	230,593.23

Total Payroll \$ 1,552,860.63

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

December 1, 2014

TO: John Patterson, City Manager

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner

SUBJECT: Proposed signage changes to the Form Based Code

Recommendation:

That Council support the proposed amendment to section 17.94.130 (Design standards for Roof Signs) of Chapter 17.94 of the Casper Municipal Code, pertaining to the Old Yellowstone District and South Poplar Street Corridor, as approved by the Planning and Zoning Commission at their October 28, 2014 meeting.

Summary:

In June 2008, the City Council adopted the Form-Based Code for the area referred to as the Old Yellowstone District (OYD) and South Poplar Street Corridor. The Form-Based Code was a new concept for the City, as it relies heavily on design standards and building types rather than regulating uses by specific, isolated districts as conventional zoning does.

In the first year of the Form Based Code, staff became aware of a need to allow flexibility in the OYD building design standards as they work with developers who are extremely creative and who like to work with non-traditional materials. However, staff is also highly cognizant that the intent of the design standards is to provide quality and consistency in the architecture of structures in the OYD District.

Staff recognizes that signing is an important design element of the environment which serves to express both the owner of the sign and the community. Roof signs can contribute mightily to the architectural and historic nature of the buildings within the Old Yellowstone District. Consistent placement of signs according to building type, size, location and even building materials creates a visual pattern that the pedestrian or driver, can easily interpret and utilize to the mutual benefit of merchants, tourists and customers.

Staff is recommending an amendment to the Code in the design standards for Roof Signs. Both the OYD Advisory Committee and the Architectural Review Committee have reviewed the proposed amendment and also recommend in favor of its approval.

The City's current OYDSPC Form Based Code does not allow roof signs, which are erected in whole or in part, upon or over the roof or parapet of any building. Staff recommends the proposed changes below:

Roof Signs

A sign located on the roof that by its construction materials, age, prominent location, unique design or craftsmanship, provides historic character, individuality, and a sense of place or orientation regarding clues to the building's history may be permitted in the Old Yellowstone District. Roof signage is not permitted in the South Poplar Street Corridor. Roof Signs may be permitted by the Architectural Review Committee if demonstrated that the following requirements are met:

- a. The maximum number of roof signs is one (1) per primary structure.
- b. Roof signs shall only apply to buildings with at least an average of twenty (20) feet of vertical height from grade to parapet or roofline.
- c. Roof signs are allowed one (1) historic feature, such as a logo or brand mark, not to exceed 32 square feet in area.
- d. Roof signs are only allowable on flat roofs.
- e. Roof signs shall not extend beyond the fascia, parapet, or roofline of the subject building.
- f. Roof signs shall only be one (1) sided.
- g. Roof signs should be an architectural feature of the historic building and not the primary form of advertising.
- h. Cabinet signs and electronic message centers are not permitted.
- i. Lighting shall be consistent with the vintage character of the sign. Roof signs may consist of internally illuminated individual letters;



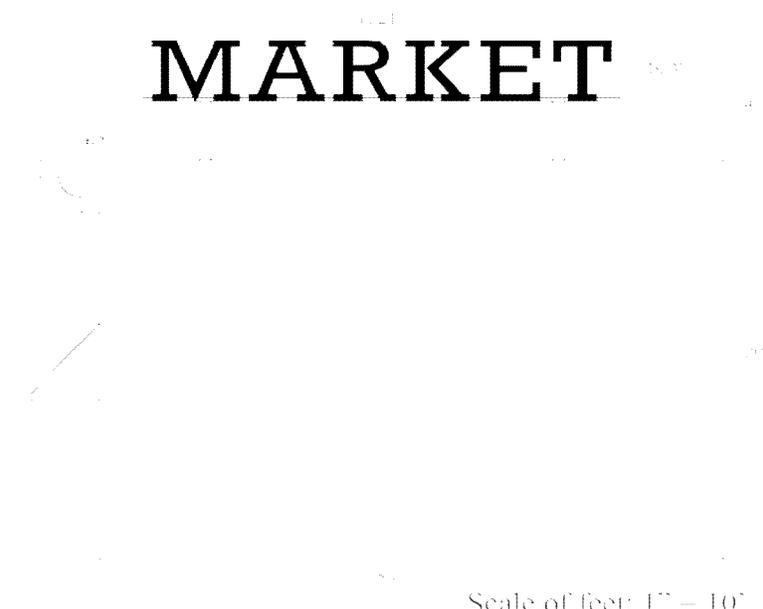
Roof Signs shall be iconic and culturally significant to the nature of the District.



however, the sign copy should be the only portion of the face that is illuminated. Lighting may be exposed neon on a decorative background or from an external source that is consistent with the architectural style of the building. Flashing lights are discouraged.

- j. Lighting shall be downward facing to prevent light trespass and pollution.
- k. The maximum total roof signage shall not exceed the following ratios:

ROOF SIGN STANDARDS	MAX
a. Supporting structure	30% of vertical height of building
b. Lettering height	15% of vertical height of building
c. Sign length	70% of ridge length
d. Feature	32 square feet
e. Total sign square footage - single-tenant	1 square foot per linear foot of building facade length
f. Total sign square footage - multi-tenant	3 square feet per linear foot of building facade length



The overall sign square footage in this diagram does not apply to a single-tenant structure due to its total square footage (e.)

ORDINANCE NO. 33-14

AN ORDINANCE AMENDING SECTION 17.94.130 (DESIGN STANDARDS FOR ROOF SIGNS) OF CHAPTER 17.94 OF THE CASPER MUNICIPAL CODE, PERTAINING TO THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR FORM-BASED CODE.

WHEREAS, in June of 2008, the City Council adopted the Form Based Code for the area referred to as the Old Yellowstone District and South Poplar Street Corridor; and,

WHEREAS, the City has identified several areas of the Form Based Code that need clarification; and,

WHEREAS, the Planning and Zoning Commission, the Old Yellowstone District Advisory Committee, and the Architectural Review Committee have recommended approval of the following amendment to the Form Based Code; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Section 17.94.130 of the Casper Municipal Code pertaining to the design standards for roof signs.

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

SECTION 1:

That Section 17.94.130 of the Casper Municipal Code pertaining to the design standards for roof signs is hereby amended to replace the text to read as follows:

Roof Signs

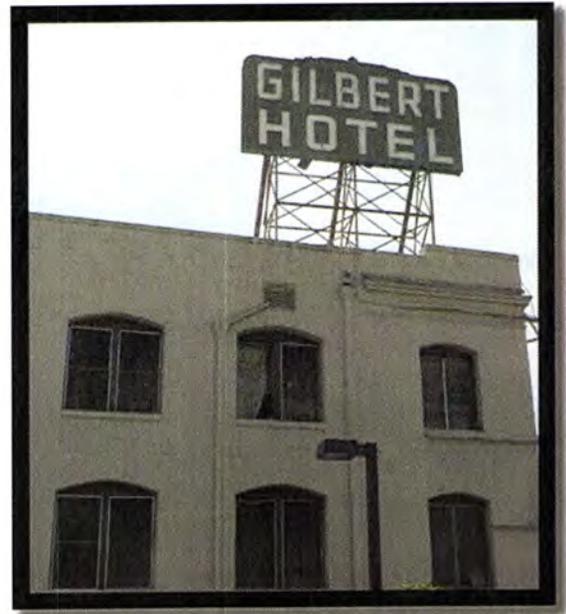
A sign located on the roof that by its construction materials, age, prominent location, unique design or craftsmanship, provides historic character, individuality, and a sense of place or orientation regarding clues to the building's history may be permitted in the Old Yellowstone District and South Poplar Street Corridor. Roof Signs may be permitted by the Architectural Review Committee if demonstrated that the following requirements are met:

- a. The maximum number of roof signs is one (1) per primary structure.

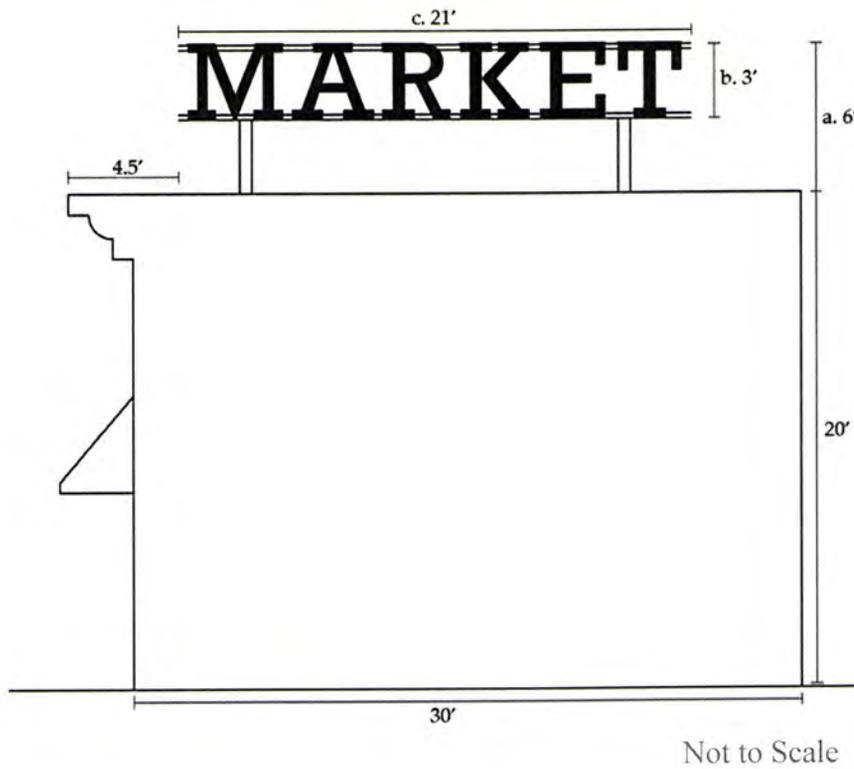


Roof Signs shall be iconic and culturally significant to the nature of the District.

- b. Roof signs shall only apply to buildings with at least an average of twenty (20) feet of vertical height from grade to parapet or roofline.
- c. Roof signs are allowed one (1) historic feature, such as a logo or brand mark, not to exceed 32 square feet in area.
- d. Roof signs are only allowable on flat roofs.
- e. Roof signs shall not extend beyond the fascia, parapet, or roofline of the subject building.
- f. Roof signs shall only be one (1) sided.
- g. Roof signs should be an architectural feature of the historic building and not the primary form of advertising.
- h. Cabinet signs and electronic message centers are not permitted.
- i. Lighting shall be consistent with the vintage character of the sign. Roof signs may consist of internally illuminated individual letters; however, the sign copy should be the only portion of the face that is illuminated. Lighting may be exposed neon on a decorative background or from an external source that is consistent with the architectural style of the building. Flashing lights are discouraged.
- j. Lighting shall be downward facing to prevent light trespass and pollution.
- k. The maximum total roof signage shall not exceed the following ratios:



ROOF SIGN STANDARDS	MAX
a. Supporting structure	30% of vertical height of building
b. Lettering height	15% of vertical height of building
c. Sign length	70% of ridge length
d. Feature	32 square feet
e. Total sign square footage - single-tenant	1 square foot per linear foot of building facade length
f. Total sign square footage - multi-tenant	3 square feet per linear foot of building facade length



The overall sign square footage in this diagram does not apply to a single-tenant structure due to its total square footage (e.)

SECTION 2:

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

PASSED ON 1st reading the _____ day of _____, 201__.

PASSED ON 2nd reading the _____ day of _____, 201__.

PASSED, APPROVED, and ADOPTED on 3rd and final reading the _____ day of _____, 201__.

APPROVED AS TO FORM:

Walter Tronchetti

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

ORDINANCE NO. 30-14

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

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

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

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

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

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

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

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

SECTION 1:

The annexation of 23.43-acres, more or less, being unofficially referred to as "The Open Space Addition," located in the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6th P.M., Natrona County, Wyoming, being more specifically depicted in Exhibit "A" of the associated Annexation Agreement, is hereby approved and said area is

included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The Annexation Agreement between the City of Casper, V.A. Resources, LLC and Eastgate Ranches, LLC is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 3:

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

SECTION 4:

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

PASSED on 1st reading the 2nd day of December, 2014.

PASSED on 2nd reading the ____ day of _____, 201__.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 201__.

APPROVED AS TO FORM:

Walker Tremblay

ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Mayor

ORDINANCE NO. 31-14

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

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

WHEREAS, after a public hearing on October 28, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV, located east of South McKinley Street at the intersection of East 26th Street, are hereby rezoned from zoning classification, R-3 (One to Four Unit Residential) to R-4 (High Density Residential).

SECTION 2:

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

PASSED on 1st reading the 2nd day of December, 2014.

PASSED on 2nd reading the ____ day of _____, 201__.

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

APPROVED AS TO FORM:

Walter Trower

ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Mayor

ORDINANCE NO. 32-14

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

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

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

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

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

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

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

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

SECTION 1:

That the above described zone change is hereby approved.

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the 2nd day of December, 2014.

PASSED on 2nd reading the ____ day of _____, 201__.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 201__.

APPROVED AS TO FORM:

Walter Trench

ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Mayor

December 5, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: County Plat Approval, Zoe Simple Subdivision

Recommendation:

That Council, by resolution, approve the Zoe Simple Subdivision, located in unincorporated Natrona County, generally south of Highway 220 and east of Smoke Rise Road.

Summary:

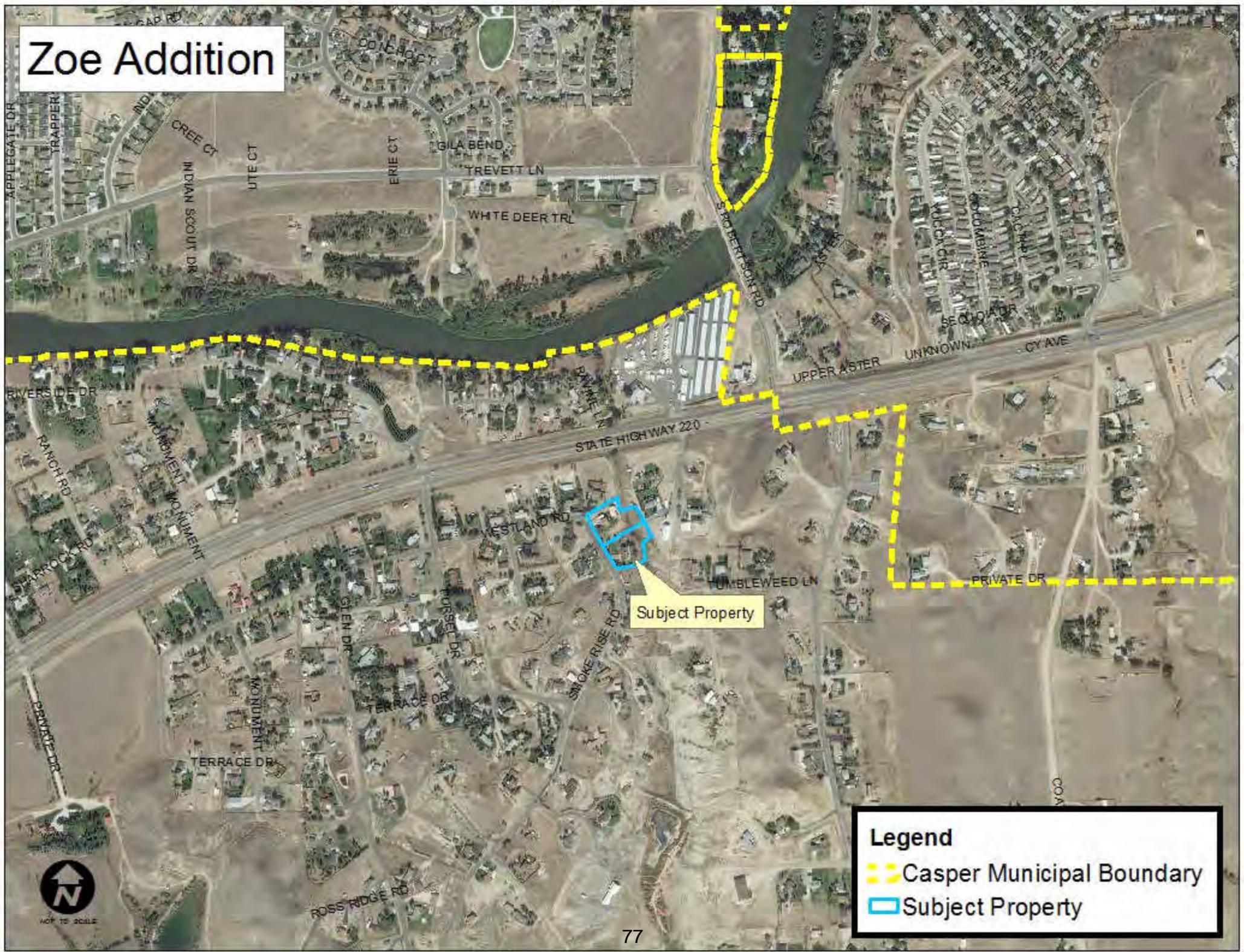
Application has been made by Bruce A. Miller, owner of 4347 Smoke Rise Road, and Travis W. Lawhorn and Rebecca J. Langley, owners of 4301 Smoke Rise Road, for approval of a County plat, the Zoe Simple Subdivision. The subdivision is a vacation and replat of Lot 8, Westland Park No. 2 Subdivision and Lot 1, Bunner Simple Subdivision. The simple subdivision is creating two lots, with Lot 1 being approximately 1.162-acres in size, and Lot 2 being approximately 1.062-acres in size.

Pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town must be approved by said city or town prior to the filing and recording of the plat with the county clerk. The purpose of the extra-territorial jurisdiction afforded to cities and towns by Wyoming State Statutes is to ensure that development that occurs on the fringes of a community is designed and constructed in a manner that is consistent with the standards and specifications of the municipality. As growth occurs, and county subdivisions on the fringes are absorbed, problems can occur when those subdivisions are not designed according to the minimum standards of the municipality. In this case, the proposed subdivision is located within a mile of the City of Casper.

The Zoe Simple Subdivision is served by Outside-City water service and by Westland Park-Red Butte Village Joint Powers Board sewer service. As a condition of obtaining Outside-City water service, the property owners would have executed a commitment to annex to the City of Casper to be exercised at such time in the future when they become eligible for annexation.

A resolution has been prepared for Council's consideration, authorizing the Mayor to sign the plat creating the Zoe Simple Subdivision.

Zoe Addition



Subject Property

Legend

- Casper Municipal Boundary
- Subject Property

RESOLUTION NO. 14-300

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "ZOE SIMPLE SUBDIVISION" A VACATION AND REPLAT OF LOT 8, WESTLAND PARK NO. 2 SUBDIVISION AND LOT 1, BUNNER SIMPLE SUBDIVISION, BEING PORTIONS OF SE1/4SE1/4, SECTION 22, T.33N., R.80W., 6TH P.M., NATRONA COUNTY, WYOMING

WHEREAS, application has been made for County subdivision approval of the Zoe Simple Subdivision, comprising 2.24-acres, more or less, and creating two (2) lots; and,

WHEREAS, pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town shall be approved by said city or town prior to the filing and recording of the plat with the County Clerk; and,

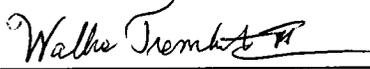
WHEREAS, the Zoe Simple Subdivision is located within one (1) mile of the City of Casper; and,

WHEREAS, it is the desire of the Casper City Council to approve the Zoe Simple Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving and authorizing the Mayor to sign the plat of the Zoe Simple Subdivision.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 201_____

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Mayor

December 1, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Transit Operations Contract for remainder of Fiscal Year 2015

Recommendation:

That Council, by resolution, approves a contract extension with the Casper Area Transportation Coalition (CATC) for the remainder of fiscal year 2015.

Summary:

Background

Due to changes in accounting procedures while budgeting for this fiscal year, staff inadvertently decreased the amount of funding for CATC to a level that did not provide sufficient local funds to match the federal transit grant; consequently, the first contract for transit management did not cover an entire year of operations. To provide continuous transit operations, the City and CATC prepared a six month operating contract with the stipulation that the City would renew the contract for an additional six months.

Current Extension

Because the City pursued two six month agreements during the course of FY15, the following table reconciles the total amount of funding available for transit services during the course of the entire fiscal year:

	Original Contract Jul 1-Dec 31 2014	Contract Extension Jan 1-Jun 30 2015	Total Funding from both Agreements
City General Fund	\$236,676	\$81,873	\$318,549
1%#14	\$209,968	\$3,118	\$213,086
CATC Contributions	\$387,961	\$0	\$387,961
CDBG	\$35,000	\$0	\$35,000
FTA Grant	\$1,076,259	\$5,326	\$1,081,585
Total	\$1,945,864	\$90,317	\$2,036,181

Between the original contract (Jul 1–Dec 31 2014) and the contract extension currently under consideration (Jan 1–Jun 30 2015), CATC will have sufficient local funds to match the grant through the remainder of FY15.

Staff has prepared a resolution for Council’s consideration.

PROFESSIONAL SERVICES CONTRACT
FOR TRANSPORTATION SERVICE
CITY OF CASPER/CASPER AREA TRANSPORTATION COALITION, INC.

PART I – AGREEMENT

THIS PROFESSIONAL SERVICES CONTRACT is made and entered into this _____ day of _____, 2014, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, WY 82601, hereinafter referred to as "City," and Casper Area Transportation Coalition, Inc., Casper, Wyoming, a Non-Profit Corporation, 1715 East 4th, Casper, Wyoming 82601, hereinafter referred to as "Contractor" or "CATC."

WITNESSETH:

WHEREAS, it is in the best interest of the City and members of its general public requiring transportation assistance, to maintain demand response and fixed route transportation and other services with emphasis on transporting the elderly and disabled; and,

WHEREAS, the Contractor under the terms of this contract, is an independent Contractor and insures the City that the Contractor is willing and able, and possesses the necessary qualified employees to provide the services set forth in this contract to the City; and,

WHEREAS, preliminary survey results for the Optional 1%#15 Sales Tax indicate support for transit services; and, a result of previous One Cent funding was funding for the expansion of transit service;

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

1. SCOPE OF SERVICES.

- A. Contractor shall operate a demand response transportation system for the general public of the City, and the urbanized area of Mills, Evansville, Bar Nunn, and parts of Natrona County. The boundaries of the urbanized areas are shown on Exhibit "A." The Contractor shall place an emphasis on services for the elderly and disabled.
- B. Contractor shall operate a fixed route transportation system for general public of the City within the boundaries of the City of Casper with an emphasis on services for the elderly and disabled.
- C. Contractor shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 7:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate

with approval of the City.

- D. Contractor shall provide a fixed route transportation service, at a minimum, from 6:30 a.m. to 7:30 p.m. on Monday through Friday and on Saturday from 8:30 a.m. to 3:30 p.m. The Contractor may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with the approval of the City.
- E. Contractor shall promote the services offered through appropriate informational programs. The programs must be approved by the City prior to implementation.
- F. Contractor shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.

2. TERM OF CONTRACT.

The term of this Contract is to commence on January 1, 2015, up to and through June 30, 2015.

At its sole discretion, the City may extend the term of this agreement on a year to year basis for a period not exceeding five (5) consecutive years, in one year increments, provided that changes in the terms and conditions of the extension are mutually agreed upon by both parties. This six (6) month contract represents the second half of Year 3 of the five (5) year period.

3. COMPENSATION.

This agreement is specifically made subject to the City receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that the City fails to receive any of the aforementioned funds, this Agreement shall be subject to modification or termination as provided by the Terms and Conditions herein.

The City's financial obligation pursuant to this Agreement shall not exceed the sum of Eighty-Four Thousand, Nine Hundred Ninety-One Dollars (\$84,991). Contractor may request reimbursement for eligible costs of these funds through June 30, 2014. These funds shall be disbursed as follows:

- \$81,873 from the City's General Fund, administered by the MPO
- \$3,118 from the City's 1%#14 Fund, administered by the MPO

Contractor's requests for reimbursement must be filed with the appropriate City administration.

The City's financial obligation using FTA grant monies pursuant to this Agreement shall not exceed the sum of Five Thousand, Three Hundred Twenty-Six Dollars (\$5,326)

during the remainder of the 2014-2015 Fiscal Year.

Contractor will provide City with funding in an amount not exceed Three Hundred Eighty-Seven Thousand Nine Hundred Sixty-One Dollars (\$387,961) no later than June 30, 2015.

It is expressly understood and agreed that in no event shall the amount of Federal and City funding to be paid pursuant to this Agreement exceed Ninety Thousand, Three Hundred Seventeen Dollars (\$90,317) for the remainder of FY 2014-2015.

Because the City pursued two six month agreements during the course of FY15, the following table shall serve to reconcile the total amount of funding available for transit services during the course of the entire fiscal year:

	Agreement #1 Jul 1-Dec 31 2014	Agreement #2 Jan 1-Jun 30 2015	Total Funding from both Agreements
City General Fund	\$236,676	\$81,873	\$318,549
1%#14	\$209,968	\$3,118	\$213,086
CATC Contributions	\$387,961	\$0	\$387,961
CDBG	\$35,000	\$0	\$35,000
FTA Grant	\$1,076,259	\$5,326	\$1,081,585
Total	\$1,945,864	\$90,317	\$2,036,181

4. ADMINISTRATION.

The City, through the City Community Development Director, shall be responsible for administering this agreement and providing grant administration services. The Community Development Director is the City Manager's authorized representative and shall so serve as liaison to the Board of the Contractor. At the option of the City, the City may assign all or any portion of grant administration to Contractor.

5. ADDITIONAL CARRIERS.

The City reserves the right to contract with additional carriers for transit service during the terms of this or any subsequent contract. The City may, but need not offer the Contractor the opportunity to expand its existing services to meet any increased demand prior to adding any additional carriers.

6. FARES.

Fares and methods of fare payment charged to passengers and attendants shall be set by the City. Provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one-half of the fares charged to the general public. The cash fares paid by passengers

and/or service contracts shall be the property of the Contractor and considered program income. The City has the option to alter fares during the course of the contract. The City will notify the Contractor of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this contract, the demand response fare shall be Two Dollars (\$2.00) for the elderly and disabled and Five Dollars (\$5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar (\$1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by the City.

General fixed route fare is One Dollar (\$1.00) per trip, Student fare is Seventy-Five cents (\$0.75) per trip, reduced fare is Fifty cents (\$0.50) and children five (5) years and under are free. While the general fixed route fares are set by the City, the criteria for reduced fare are determined by the Americans with Disabilities Act.

7. GROUP TRIPS.

Contractor shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance, including those originating from other City departments. Use of transit vehicles by City staff is permitted under certain conditions. The City may use transit vehicles for non-transit related purposes for up to 80 hours per year according to 49 CFR Part 604.

Contractor shall, in writing, refer all requests for special group trips originating from non-City organizations to the private sector and receive written comment from the private sector prior to the Contractor agreeing to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

8. METHOD OF PAYMENT.

Appropriate payment will be made following the receipt of properly executed vouchers showing the amount due and including relevant invoices, receipts, and other supporting data from the Contractor. The Contractor shall also certify in writing that the services were performed and that the Contractor is entitled to receive the amount requested. Monthly payments will be made based upon vouchers received by the day after the CATC board meets during the month, payable on the day after the next respective City Council meeting. 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.

9. ANNUAL NATIONAL TRANSIT DATABASE SUBMISSION.

When required, the contractor shall be responsible for completing an Annual National Transit Database Submission in a timely manner and in accordance with FTA regulations, and submitting the same to the Federal Transportation Administration (FTA). The Contractor shall provide the City with a copy of all completed documents, including

correspondence from FTA to the Contractor relating to the Annual National Transit Database Submission, as well as all revisions submitted to FTA by the Contractor. If a problem is encountered with the Annual National Transit Database Submission, the Contractor shall immediately notify the City of the problem and recommend action to mitigate the same.

10. OTHER REPORTS AND RECORDS.

A. Contractor shall keep and maintain proper records reflecting all revenues and expenditures.

B. Financial Performance Report.

Contractor shall keep separate written financial and performance records in accordance with regulations and procedures specified by FTA and provide those records to the City for the City's required grant compliance reporting. These reports will be provided in both paper and electronic formats. The financial performance report shall include, but is not limited to, the following:

1. Monthly.

- Passenger count by jurisdiction.
- Passenger count by route.
- Passenger count by fare type
 - **The Bus**
 - General Public
 - Students
 - Reduced Fare
 - Children under 5
 - Reduced Fare Pass
 - Student Pass
 - General Public Pass
 - **CATC**
 - General Public Fare
 - Reduced Fare
 - Children under 12
- Odometer readings for all vehicles.
- Condition of each transit vehicle.
- Number of individuals served.
- One-way trips.
- Vehicle hours and miles.
- Maintenance records by vehicle number giving dates, types of service, warranty work, etc.
- Cost of operation.

3. Access to Records - Contractor agrees to give the City, FTA, or its designee, general access to all agency records in conjunction with this agreement (except as provided by law), including, but not limited to, program records and reports.
4. Timelines - All monthly reports shall be prepared and submitted to the City no later than the date of the Contractor's monthly Board of Directors meeting. Failure to prepare and submit said reports to the City by the stated deadlines may at the option of the City terminate this agreement.

11. ANNUAL PLANNING AND OPERATIONS REPORT.

As part of annual grant compliance, Contractor shall prepare and submit an annual operations report to the Community Development Director, by January 15 of the contract year which includes, but is not limited to, the following:

A. Description of activities undertaken in the previous fiscal year, including:

1. Benefits derived by the community resulting from transit service provided under this Contract.
2. Description and analysis of the existing system, including, but not limited to:
 - a. Description of operations, including hours of operation, location and description of operations location, service area, number of rides provided, ridership profile, and operating costs, etc.
 - b. Inventory of fleet, including fleet size, type, year of manufacture, condition, service history during previous year, and anticipated year each vehicle will be retired.
 - c. Inventory of all capital items owned by the City.
3. Summary of actions taken by the Contractor in response to specific City requests made in writing by the Community Development Director during the contract year.
4. Summary of specific actions taken by the Contractor to implement projects that were planned in the prior contract year.

B. Description of Public Outreach efforts

1. Hold a minimum of two (2) meetings with the general public, one in September and one in March of each year during the term of the Contract, to

discuss the existing service needs and proposed service changes (if any). Prepare a summary of the same for the Community Development Director.

- a. These meetings shall be publicly advertised for a designated time and place.
 - b. Meetings may come in many different forms, such as presentation, an open house, a charrette, a panel discussion, a stakeholder meeting, a public hearing, or other City-approved formats.
 - c. The meetings shall address a specific agenda to be determined in consultation with the City.
 - i. The March meeting should address the annual Program of Projects and TIP required for FTA.
 - d. A presentation, discussion, or activities to facilitate the advertised agenda.
 - e. Data collection, if necessary.
 - f. Opportunities for public comment.
 - g. Informal activities, which may address but are not focused on transit, do not meet the intent of this section unless the Contractor receives prior approval from the City.
2. Document informal activities, such as community fairs or expos, presentations to civic groups, or related public meetings which may address transit issues.
- C. Recommend to the Community Development Director activities to improve service and operations efficiency.
- D. Recommend to the Community Development Director a three (3) year operations plan. The recommended plan shall include, but may not be limited to, the following:
1. Description of project operational goals, objectives, and performance measures.
 2. Proposed preventive maintenance planning and scheduling and how the Contractor intends to ensure compliance with FTA regulations thereto.
 3. Staffing levels and staffing issues.
- E. Recommend to the Community Development Director a three-year financial plan. The recommended plan shall include, but may not be limited to, the following:
1. Complete financial information showing projected income by each source.
 2. Total revenue from all sources.
 3. Plans to request and use any State Transportation Grant Funds the Contractor receives from the State. The City reserves its right to reject any and all of the

proposed expenditures. In addition, the City retains its prerogative to substitute, or offer alternative transit projects for which the funds will be used.

4. This information shall include, but may not be limited to, projected local match, program income, contract revenue, donations, etc.

F. Recommend to the Community Development Director a three-year capital plan with and written justification for the same.

1. This summary shall include specifics on each proposed capital purchase, including use, estimated cost, year of purchase, and expected life span, and method of finance.

2. A Fleet Management Plan which addresses the following over a five to ten (5-10) year period:

- a. Vehicle type in operation and anticipated to be in operation
- b. Vehicle life expectancy
- c. Policies for Peak and Spare vehicles
- d. Strategies for acquisition of new vehicles
- e. Policies for maintenance and operations
- f. Composition of the fleet

G. An implementation plan for the proposed activities described in items D, E, and F (above).

H. Assist as requested by the Community Development Director in the preparation of any other planning documents.

12. TURNDOWNS.

Contractor shall, on a daily basis, record turndowns of trip requests. This information is to be provided to the Community Development Director by July 10th of each year.

13. COMPLAINTS.

Except as otherwise provided herein, the Contractor shall respond in writing to all complaints received from passengers or the general public, with a copy of said response forwarded to the Community Development Director. Contractor shall respond to the complaints within five (5) working days. The Community Development Director shall be provided a copy of all complaints, either in a log or with a packet of written responses, by the 10th of the next month.

14. INFORMATION.

All information about the public transit program shall be submitted to the Community

Development Director for review and approval prior to proceeding with the distribution to the general public.

15. COMMERCIAL ADVERTISING.

All commercial contracts for advertising must be submitted to the Community Development Director for review and approval prior to execution. All revenue generated from the advertising shall be the property of the Contractor.

16. PERSONNEL.

Under the terms of this contract, the Contractor is an independent Contractor and has and retains full control and supervision of the services performed by and full control over the employee compensation and discharge of all employees of the Contractor other than City employees assisting in the performance of its services hereunder. The Contractor is solely responsible for all matters relating to employees, and is responsible for its own acts and acts of its subordinates, employees, and any and all subcontractors, if any, during this contract period. Without any expense to the City, the Contractor shall be responsible for all aspects of employing its personnel, including, but not limited to, employee liability, workers' compensation, employment insurance, social security overtime pay, vacation, sick leave, and any other fringe benefits to full-time and part-time employees of the Contractor.

Contractor shall employ a sufficient number of properly qualified and trained personnel to meet or exceed any State, Federal, or local requirements relating to the operation of the transit system or City-owned equipment used by the Contractor as part of this agreement.

17. PROCUREMENT PROCEDURES

Contractor's procurement procedures shall provide for free and open competition. Contractor will comply with Federal Transit Administration (FTA) procurement requirements as detailed in FTA Circular 4220.1F and City Policy dictated by *Appendix 1 to the Procurement, Financial, and Other Policies Manual*.

Contractor procurements are subject to review during the quarterly Procurement Review Team meetings and at FTA-initiated audits. Failure to adhere to the guidelines in FTA C 4220.1F and/or correct deficiencies may, at the sole option of the City, result in the termination of this agreement.

18. PAYMENT OF BILLS AND CLAIMS.

Contractor agrees to properly pay as they come due all claims, debts, and other charges which they may incur as a result of this Contract, and shall hold and save the City harmless from any such claims and debt.

19. RENEWAL.

This agreement may be renewed administratively by mutual written agreement of the parties, for a term not exceeding five (5) consecutive years, in one year increments, providing the Contractor has provided the City with satisfactory service, and under such terms and conditions as they may agree upon. In the event that the Contractor desires to extend the agreement, it shall advise the City in writing at least ninety (90) calendar days prior to the expiration of this agreement. The City shall have ten (10) business days to respond. At the end of the five year term the contract shall automatically expire and the City shall rebid the service in accordance with FTA regulations.

This agreement comprises year three (3) of five (5) of the contract period.

20. TERMS AND CONDITIONS.

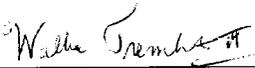
This contract is subject to and incorporates provisions attached hereto as part II hereof, General Terms and Conditions, and the Lobbying – Certification for Contracts, Loans, Grants and Cooperative Agreements.

21. EXTENT OF AGREEMENT.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

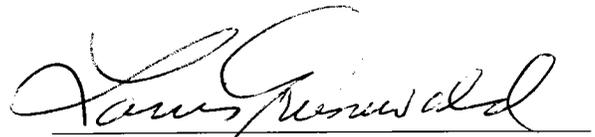
V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

WITNESS:

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

By: Pamela S. Jones


Louis Grunewald
Louis Grunewald, President

Printed Name: Pamela S. Jones

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

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

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

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

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

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

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

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

Witness:

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

By: 

Louis Grunewald, President

Printed Name: _____

Date: _____

PROFESSIONAL SERVICES CONTRACT
CITY OF CASPER/CASPER AREA TRANSPORTATION COALITION, INC.
PART II

FEDERAL CONTRACTUAL PROVISIONS

1. Required Clauses

To the extent applicable, Federal requirements extend to third party contractors and their subcontracts and sub agreements at every tier. Accordingly the Contractor will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Contractor will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

2. Contractor Changes

Proposed changes in this Contract shall be submitted to the appropriate Public Body for its approval prior to adoption. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Casper and FTA as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract

3. Liabilities Against Procuring Agency

Contractor agrees to, and will, indemnify and hold the City of Casper, and its Council members, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "indemnities") harmless from any liability in any amount for damages or claims for damages resulting or alleged to have resulted from personal injury(including, but not limited to death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Contractor's performance under this contract. Contractor further agrees to, and will, defend indemnities, or any of them from any claims, actions, or suits for any damages, injuries or losses whatsoever, cause or alleged to have been cause by reason of Contractor's responsibilities as contemplated by the Contract. Contractor's obligations and duties as established in this Section will be in force and apply to Contractor's acts, omissions, or failures to act of any kind, whether negligent, the result of Contractor's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended the acts, omissions or failures to act of parties other than the Contractor (including indemnities) caused or contributed to the losses, injuries or damages claimed.

For the purpose of the preceding paragraph, the term "losses" means all amounts paid to settle or satisfy any judgments or awards resulting from any claims arising from an occurrence, plus all

amounts paid on account of attorney's fees, court costs and any other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

4. Audit and Inspection of Records

The Contractor shall permit the authorized representative of the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all relevant data and records of the Contractor relating to its performance, and its subcontracts under this Contract with which Federal funds are used, from the date of this contract through and until the expiration of three (3) years after completion of this contract. The inspection and audit provided in this section does not include an audit of manufacturer's cost and/or profit, with the exception of a single bid or sole source situations.

5. Termination for Convenience

This contract may be terminated by mutual, written agreement by both parties, or if unavoidable circumstances prevent either party from meeting the terms of the contract. Any other termination of this Contract may be considered default.

6. Communications

Communications in connection with this Contract shall be in writing and shall be delivered personally; to be telex or by regular, registered or certified mail addressed to the Officer(s) or employee(s) of the City of Casper and of the Contractor designated to receive any such communications, but shall not be official communications unless confirmed in writing.

7. Immunity/Governmental Claims Act

The City does not waive any right it may have to assert defenses available under the Governmental Claims Act, Wyoming Statutes 1-39-101 et seq., and the City specifically reserves the right to assert such defenses.

8. Compliance with Regulations

The Contractor shall comply with the regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

9. Nondiscrimination

Section 601 of the Title VI of the Civil Rights Act of 1964, states the following: "No person in the United States shall, on the grounds of race, color, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving the federal financial assistance.

10. Solicitations for Subcontractors, Including Procurement 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 or procurement of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the Contractor or the Contractor's obligation under this contract and the regulations relative to nondiscrimination on the ground of race, color, or national origin.

11. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with non-discrimination provision of the 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 payment to the contractor under the contract until the contractor complies with; and/or,
- (b) Cancellation, termination, or suspension of the Contract, in whole or in part.

12. Incorporation of Provisions

The Contractor shall include these provisions in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directive issued pursuant thereto. The Contractor shall take such actions with respect to any subcontract or procurement as the City of the Federal Transit Administration may direct as 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, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Subletting of Contract

This contract shall not be sublet except with written consent of the City. No such consent shall be constructed as making the City a party to such subcontractor. No subcontract shall, under any circumstances, relieve the contractor of its liability and obligation under this contract, and all transactions with the City must be through the contractor.

14. Licensing and Permits

The Contractor shall secure appropriate licenses for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the contractor. The Contractor is liable for any and all taxes due as a result of the contract.

15. Equal Opportunity

The Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964, as amended, Executive Order 11375, and the supplemented in Department of Labor Regulations 41 C.F.R. Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor.

In implementing this project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. 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. This provision is not applicable to contracts for standard commercial supplies or raw materials.

16. Conservation

The Contractor shall observe and comply with mandatory standards and policies relating the energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U.S.C. Section 6321 et.seq.)

17. Environmental Violations

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42) U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 C.F.R. Part 15) which prohibits the use under non-exempt Federal Contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to FTA and to the USEPA Assistant Administrator of Enforcement (EN0329).

18. Waiver

The failure of the City in any one or more instances to enforce one or more of the terms or conditions of the contract documents or to exercise any of its rights and privileges, or waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges and the same shall continue and remain in force and effect as if no waiver had occurred.

19. Prohibited Interest

No member, officer, or employee, of the City of Casper during his tenure or one year thereafter shall have any interest, direct or indirect, in this agreement of the proceeds thereof.

20. Interest of Contractors

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed.

21. Integrity

To prevent fraud, waste and abuse in federal transactions, the persons or entities which by events or behavior potentially threaten the integrity of federally administered programs excluded from participation in FTA assisted programs. Contractors are required to certify that they are not debarred, suspended, ineligible or voluntarily excluded from participation in federally assisted transactions.

The Contractor hereby certifies with its signature of its submission of Certificate of Debarment and Suspension, that neither it nor any of its subcontractors are debarred, suspended, ineligible, or voluntarily excluded from participation in Federally-assisted projects.

22. Default

Each and every term and condition of this Contract shall be deemed to be a material element of this Contract. In the event either party should fail or refuse to perform according to the terms of this Contract, they may be declared in default hereof.

23. Remedies Upon Default

In the event a party has been declared in default hereof and performance is not possible within the completion time as established herein, such defaulting party shall be allowed a period of five (5) days within which to cure said default, may elect to: (a) Immediately terminate the Contract; (b) Treat the Contract as continuing and require specific performance; and/or (c) Avail himself of any other remedy at law or equity. Termination shall be effective upon mailing, by the terminating party, of written notice of termination to the defaulting party, by registered or certified mail, return receipt requested, if the Contractor defaults or neglects to carry out the work in accordance with this Contract, the Procuring Agency may elect to make good such deficiencies and charge the Contractor thereof.

24. Program Fraud and False or Fraudulent Statements or Related Acts

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government

reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. No Obligation by the Federal Government

1. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include that above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions. concurrence by the Federal Government.

26. Access to Records

The Recipient agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the U.S. Secretary of Transportation and Comptroller General of the United States or their duly authorized representatives, access to all third party records as requested to conduct audits and inspections related to any third party contract that has not been awarded on the basis of competitive bidding for a capital or improvement Project, as required by 49 U.S.C. § 5325(a). The Recipient further agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

27. Incorporation of FTA Terms

Federal Standards - The Contractor agrees to comply with applicable provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," as amended or revised by FTA, and with other applicable Federal regulations or requirements. The FTA "Best Practices Procurement Manual" provides additional procurement guidance. Nevertheless, be aware that the FTA "Best Practice Procurement Manual" is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

28. Disputes, Breaches, Defaults, or Other Litigation

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA - The City of Casper agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the City of Casper seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA before doing so.

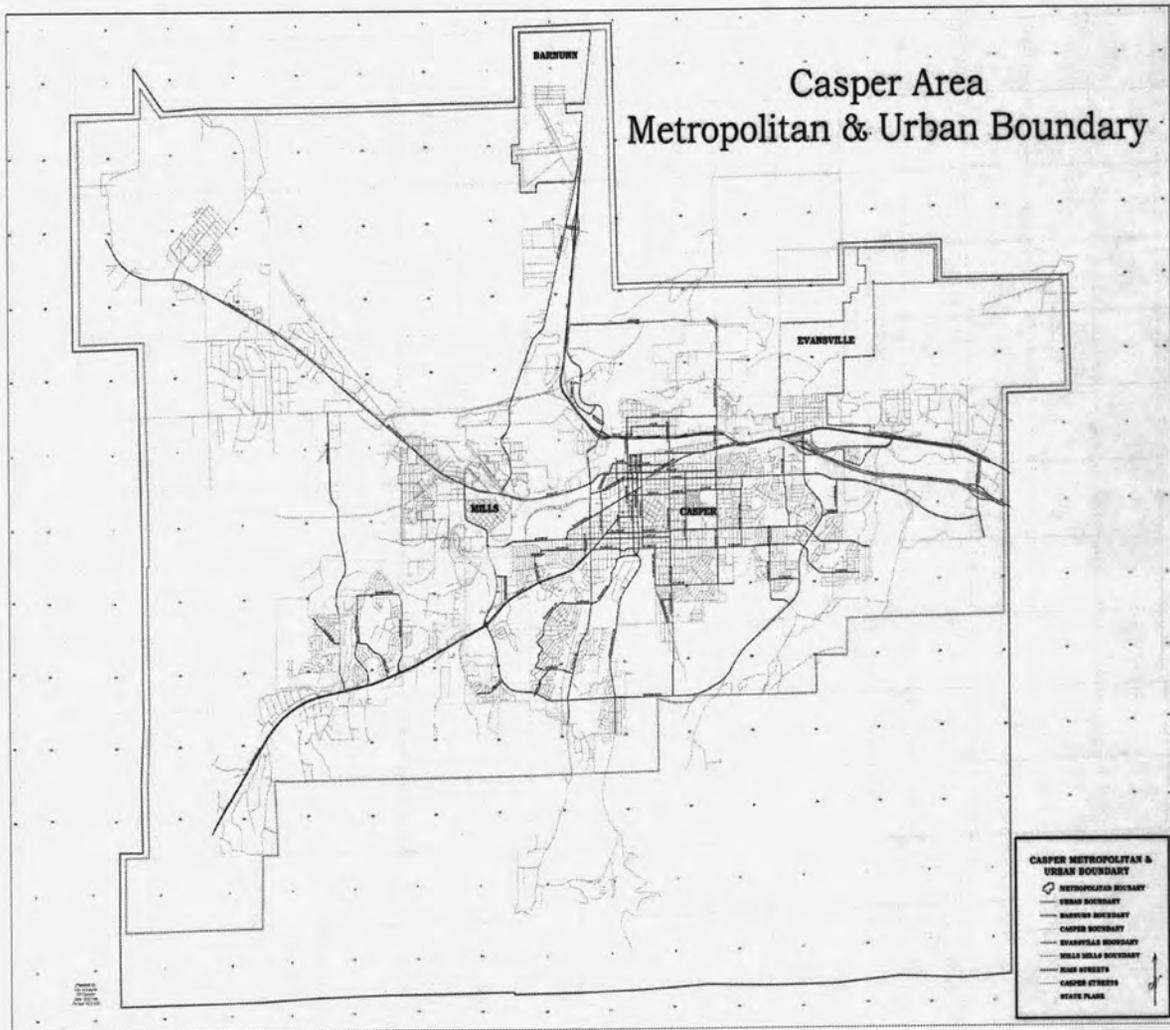
b. Federal Interest in Recovery - The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the City of Casper may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

c. Enforcement - The City of Casper agrees to pursue all legal rights provided within any third party contract.

d. FTA Concurrence - FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Casper.

e. Alternative Dispute Resolution - FTA encourages the City of Casper to use alternative dispute resolution procedures, as may be appropriate.

EXHIBIT A



RESOLUTION NO. 14-301

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT EXTENSION WITH CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR JANUARY 1, 2015 TO JUNE 30, 2015.

WHEREAS, the City of Casper has engaged CATC to render certain professional services and provide a demand response transit service and fixed route transit service for the City of Casper and the urbanized area during fiscal year 2015; and,

WHEREAS, CATC has operated a demand response (dial-a-ride) system for the City under similar contractual arrangements since 1982; and,

WHEREAS, CATC has operated a fixed route transit system to serve the City of Casper since 2005; and

WHEREAS, the City has previously authorized a six month contract with CATC that expires December 31, 2014 totaling One Million Nine Hundred Forty Five Thousand Eight Hundred Sixty Four Dollars (\$1,945,864); and,

WHEREAS, additional funding totaling Eighty-Four Thousand Nine Hundred Ninety One Dollars (\$84,991) is required to meet the local match through June 30, 2015 as required by a grant from the Federal Transit Administration (FTA).

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 extension between the City of Casper and Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for January 1, 2015 to June 30, 2015, in an amount not to exceed Ninety Thousand Three Hundred Seventeen Dollars (\$90,317).

BE IT FURTHER RESOLVED: That the contract extension amount for the City's financial obligation of this agreement shall not exceed the sum of Eighty-Four Thousand Nine Hundred Ninety One Dollars (\$84,991), with the rest of the funding to come from Federal grants, in the amount of Five Thousand Three Hundred Twenty Six Dollars (\$5,326), to the City as detailed in the Professional Services Agreement between CATC and the City.

BE IT FURTHER RESOLVED: That the contract amount for CATC's financial obligation shall not exceed the sum of Three Hundred Eighty-Seven Thousand Nine Hundred Sixty-One Dollars (\$387,961).

BE IT FURTHER RESOLVED: That the total amount of funding from the City to CATC for the entire Fiscal Year 2015 shall not exceed Two Million Thirty-Six Thousand, One Hundred Eighty One Dollars (\$2,036,181).

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments during the term of this agreement.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2014.

APPROVED AS TO FORM:

Walter Tremblay

CITY OF CASPER, WYOMING
ATTEST:

A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

December 4, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
Joy Clark, Community Development Technician
SUBJECT: Release of Mortgage Deed of Joan M. Smith

Recommendation:

That Council, by resolution, authorize the release of the following mortgage deed:

Lots 126 and 127, Block 24, North Casper Addition to the City of Casper, Natrona County, Wyoming.

Summary:

The above homeowner received a deferred rehabilitation loan through the City's Housing and Community Development Block Grant Housing Rehabilitation Program. The deferred loan was secured by a mortgage deed and recorded in the Office of the County Clerk, Natrona County, Wyoming. The mortgagee has fully satisfied the terms and conditions of the Promissory Note and the mortgage deed needs to be released.

To remove the mortgage against the property title, it is necessary that the City officially release the mortgage deed in the amount of \$17,284.56.

A resolution has been prepared for Council's consideration.

Release of Real Estate Mortgage

The City of Casper, Wyoming, of the County of Natrona, and State of Wyoming, whose principal office is located at 200 North David, Casper, Wyoming, hereby certifies that a Mortgage Deed with Release of Homestead Deferred, bearing the date of the 23rd day of April, A.D. 2003, made and executed by Joan M. Smith as mortgagor, to the City of Casper, Wyoming as mortgagee, conveying certain real estate therein mentioned as security for the Promissory Note Deferred of \$17,284.56 (Seventeen Thousand Two Hundred Eighty Four and 56/100 Dollars as therein stated, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Natrona County, State of Wyoming, on the 16th day of June, 2003, as Instrument No. 0718780, and mortgaging the following described real estate in said County, to wit:

Lots 126 and 127, Block 24, North Casper Addition to the City of Casper, Natrona County, Wyoming

is, with a note secured thereby, and the aforementioned Promissory Note, fully satisfied, released and discharged.

WITNESS MY hand this ____ day of _____, 20_____.

Signed, Sealed and Delivered in the presence of:

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

STATE OF WYOMING)
)
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of _____, 2014 by Paul L. Meyer as Mayor of the City of Casper.

Notary Public

My Commission Expires:

0718780

NATRONA CO. CLERK WY
MARY ANN COLLINS
RECORDED Rr

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

2003 JUN 16 PM 2 07

DEFERRED

KNOW ALL MEN BY THESE PRESENTS, that Joan M. Smith hereinafter referred to as "Mortgagor(s)" of the City of Casper, County of Natrona, State of Wyoming, to secure the payment of the principal sum of Seventeen Thousand Two Hundred Eighty Four and 56/100 Dollars (\$ 17,284.56), evidenced by one promissory note of even date herewith, payable to the order of the City of Casper, County of Natrona, State of Wyoming, or its order, hereinafter referred to as "Mortgagee" do hereby mortgage to the Mortgagee the following described real estate situate in the County of Natrona, State of Wyoming, to wit:

Lots 126 and 127, Block 24, North Casper Addition to the City of Casper, Natrona County, Wyoming.

including all buildings and improvements thereon or that may hereafter be erected thereon.

Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants that he is lawfully seized of the premises, that they are free from all encumbrances with exception of a first mortgage to Ocwen Federal Bank, and hereby covenants to warrant and defend the title of the premises against the lawful claims of all persons whomsoever.

The Mortgagors covenant and agree with the Mortgagee as follows:

1. To pay the indebtedness hereby secured in accordance with the Promissory Note executed of even date herewith.

2. In the event the above-described real property is transferred in any manner or sold by the Mortgagors, either by deed or contract for deed, prior to release date, then Mortgagee may, at its option, declare the indebtedness for which this mortgage stands security plus three percent (3%) simple annual interest immediately due and payable. Transfer may take place either through a transfer of title, or intestate estate, or testate probate proceedings and administration. In the case of ownership under tenants by the entirety, or joint tenants with right of survivorship, death of one tenant shall not be deemed a transfer, and will not result in a required pay-off.

3. To keep the premises and the buildings thereon situate in good and sightly order, repair and condition by the Mortgagor at his expense during the term of this Mortgage.

4. To keep the premises insured against loss by fire and other hazards and casualties in a sum not less than Thirty Nine Thousand Two Hundred Eighty Four and 56/100 Dollars (\$ 39,284.56) in favor of the parties as their interests may appear. Mortgagors shall pay promptly, when due, all premiums on such insurance and any renewals thereof. All insurance shall be carried in companies approved by Mortgagee, and a copy of the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagors shall give Mortgagee immediate notice by mail and Mortgagee may make proof of loss if not promptly made by Mortgagors and each insurance company is hereby authorized and directed to make payment for such loss directly to the Mortgagee. Mortgagee may, at its option, apply such insurance proceeds to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

5. Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges or other lawful charges. In case Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges as herein provided, and Mortgagee pays the same, Mortgagor shall repay such sums so paid and all expenses so incurred by Mortgagee, with interest thereon from the date of payment, at three percent (3 %) per annum, and the same shall be a lien of the premises and be secured by the note and by these presents; in default in

the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold, and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by Mortgagee pursuant to the provisions in Paragraph 5 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus if any, shall be paid by Mortgagee on demand to Mortgagor. There shall be included in any or all such proceedings a reasonable attorney's fee. In case Mortgagee fails promptly to foreclose on the happening of any default, it shall not thereby be prejudiced in its right to foreclosure at any time thereafter during which such default continues, and shall not be prejudiced in its foreclosure rights in case of further default.

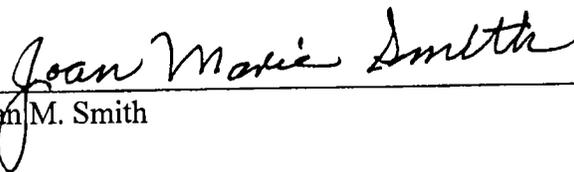
7. In case of any default whereby the right of foreclosure occurs hereunder, Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property, and to all rents, issues, and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if there is any; and such possession, rents, issues, and profits shall at once be delivered to Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer; and Mortgagee shall be entitled to a receiver for the property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if there is any, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Mortgagor or the then owner of the property, and without regard to the value of the property or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expenses; and such receiver may be appointed by any court of competent jurisdiction on ex parte application and without notice (notice being hereby expressly waived, and the appointment of any such receiver on any such application without notice being hereby consented to by Mortgagor on Mortgagor's own behalf), and all rents issues, profits, income, and revenue of the property shall be applied by such receiver, according to law and the orders and directions of the court.

8. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

9. And N/A, wife of Mortgagor, on the above consideration, hereby releases and forever quitclaims to Mortgagee all her rights of homestead in and to the above-granted premises.

This Mortgage and the lien against the property described herein and created hereby shall automatically terminate and become null, void and of no further force or effect if foreclosure proceedings against the property described herein have not been commenced on or before ten (10) years of the date of this Mortgage.

IN WITNESS WHEREOF, Mortgagor(s) has have hereunto set his their hand this 23th day of April, 2003.



Joan M. Smith

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Joan M. Smith this 23th day of

RESOLUTION NO. 14-302

A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

WHEREAS, Joan M. Smith executed a *Mortgage Deed With Release of Homestead Deferred* in favor of the City of Casper on April 23, 2003.

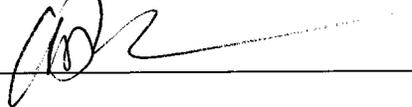
WHEREAS, the Mortgage Deed was recorded in the Natrona County Clerk's office against Lots 126 and 127, Block 24, North Casper Addition to the City of Casper, Natrona County, Wyoming, as instrument number 0718780 in the amount of Seventeen Thousand Two Hundred Eighty Four and 56/100 Dollars \$17,284.56).

WHEREAS, the terms of the mortgage deed and promissory note have been fully satisfied, and the above said Mortgage Deed should now be discharged and released.

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 release of the above described Mortgage Deed.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

December 16, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
 David W. Hill, P.E., Public Utilities Manager
 Bruce Martin, Wastewater Treatment Plant Manager

SUBJECT: Procurement Agreement with UV Doctor Lamps, LLC for providing Amalgam Lamps for the UV system at the Sam H. Hobbs Wastewater Treatment Plant 

Recommendation:

That Council, by resolution, authorize a Procurement Agreement with UV Doctor Lamps, LLC, Newport, WA in the amount of \$29,488.00, for 288 amalgam lamps to be used on the UV disinfection system at the Sam H. Hobbs Wastewater Treatment Plant.

Summary:

The UV system, located at the Sam H. Hobbs Wastewater Treatment Plant at 2400 Bryan Evansville Road, is used to disinfect the wastewater treatment plant secondary effluent prior to discharge into the North Platte River. The system was put on-line in 2009 and consists of 4 banks of lights each containing 72 lamps. Manufacturer recommendations are to replace the lamps at 12,000 hours of run time as lamp intensity decreases over time. The current lamps were installed in October 2012 and have 10,500 hours of run time on them. Run time and decreased effectiveness necessitate lamp replacement.

It is proposed to purchase the lamps and utilize City Wastewater Maintenance Staff to install them.

Quotes for the lamps were obtained from three vendors. The quotes received were as follows:

<u>Vendor</u>	<u>Amount</u>
UV Doctor Lamps, LLC – Newport, Washington	\$29,488.00
Quart Lamps Inc – Cincinnati, Ohio	\$30,240.00
Water Control Corporation – Denver, Colorado	\$79,488.00

The low quote for supplying the quartz sleeves was UV Doctor Lamps, LLC Newport, Washington.

Monies for the procurement of quartz sleeves will come from the FY15 Wastewater Fund.

A resolution is prepared for Council’s consideration.

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this ____ day of _____ 2014, between the City of Casper, Wyoming, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, UV Doctor Lamps LLC, 4082 Bead Lake Road, Newport, WA 99156, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the attached Exhibit "A". The Goods to be furnished are generally described as follows:

Procurement of Two Hundred Eighty-Eight (288) UVDRX 1605 - Amalgam Lamps - Trojan 3000 Plus #302509

ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Wastewater Treatment Plant
2400 Bryan Evansville Rd.
Casper, WY 82609

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by March 31, 2015.

4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Twenty-Nine Thousand Four Hundred Eighty-Eight Dollars (\$29,488.00).

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:

6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A"
- 9.3 Addenda, if applicable.
- 9.4 Certificate of Insurance.

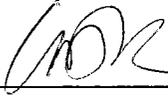
- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.7 Procurement Specifications.
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner 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 caused this Procurement Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:



CONTRACTOR:

ATTEST:

UV Doctor Lamps LLC
4082 Bead Lake Road
Newport, WA 99156

BY: 

BY: 

TITLE: Christine D. Zeason
SALES Representative

TITLE: SALES MANAGER
ROBERT MERRILL

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

BY: _____

BY: _____

V.H. McDonald,

Paul L. Meyer

TITLE: City Clerk

TITLE: Mayor

Exhibit "A"



Your Prescription for a Healthy UV System

sales@uvdoctor.com

November 4, 2014

Quote # Casper 10-24

Jim Pike
City of Casper, WY WWTP
2400 Bryan Evansville Road
Casper, WY 82609

Please view the quote:

Item #	Qty.	Description	Price each	Ext. Price
1	288	UVDRX 1605 – Amalgam Lamp - Trojan 3000Plus #302509	\$101.00	\$29,088.00
2	All	Freight	\$400.00	\$400.00
			TOTAL	\$29,488.00

Delivery: 1-4 weeks after receipt of order..

Payment Terms: Net 30 with approved credit. New customers please fax references.

Shipping Terms: FOB Casper, WY.

Quote is valid for 90 days and is subject to the terms and conditions attached.

Sincerely,

Christine Zeason
UV Doctor Lamps LLC.

4082 BEAD LAKE ROAD NEWPORT WA 99156
TEL: (509) 447-5800 • FAX: (509) 447-5822



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOAN COLLINS AGENCY 2804 North Argonne Rd Spokane, WA 99212	CONTACT NAME: PHONE (A/C, No, Ext): (509) 926-0277 FAX (A/C, No): (509) 926-1297 E-MAIL ADDRESS: jcollins1@farmersagent.com
	INSURER(S) AFFORDING COVERAGE: Northfield Insurance Company NAIC#
INSURED UV Doctor Lamps, LLC 4082 Bead Lake Rd Newport, WA 99156 509-447-5800	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADBL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		WS131901	12/29/13	12/29/14	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMPROP AGG \$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIREN AUTOS						BODILY INJURY (Per accident) \$
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB						\$
	DED RETENTION \$						EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

UV Light Distribution to public utilities, etc.

CERTIFICATE HOLDER City of Casper 200 N David Casper, Wyoming 82601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>Joan Collins</i>
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RESOLUTION NO. 14-303

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH UV DOCTOR LAMPS, LLC FOR TROJAN UV 3000 PLUS AMALGAM LAMPS FOR USE AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

WHEREAS, the City has need for the furnishing of Two Hundred Eighty-Eight (288) Trojan UV 3000 Plus amalgam lamps for use at the Wastewater Treatment Plant to provide service; and,

WHEREAS, the contractor represents that it is ready, willing, and able to provide the lamps as required by an agreement between the contractor and the City; and,

WHEREAS, the City desires to retain the contractor for furnishing the lamps.

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 procurement agreement with UV Doctor Lamps, LLC, 4082 Bead Lake Road, Newport, WA 99156, for the furnishing of Two Hundred Eighty-Eight (288) amalgam lamps.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Twenty-Nine Thousand Four Hundred Eighty-Eight Dollars (\$29,488.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

November 24, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Jim Wetzel, Police Chief 
SUBJECT: Homeland Security Grant , LETPA

Recommendation

That Council, by resolution, authorize acceptance of a grant from the Wyoming Office of Homeland Security, in the amount of \$36,103.55.

Justification:

The Casper Police Department has been notified that it had been awarded a grant from the Wyoming Office of Homeland Security for the Law Enforcement and Terrorism Prevention-Oriented Activities (LETPA) program, for a period from September 1, 2014 through May 31, 2016, in the amount of Thirty Six Thousand, One Hundred and Three dollars and Fifty Five Cents (\$36,103.55). This Grant falls under the U.S. Department of Homeland Security's State Homeland Security Program (SHSP). The Casper Police Department desires to use the grant funds to help purchase The ABMPegasus CI software package to manage criminal intelligence information.

A resolution has been prepared for Council's consideration.



Matthew H. Mead
Governor

Office of Homeland Security

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

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

5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2014, Law Enforcement and Terrorism Prevention-oriented Activities, (LETPA)

Political Subdivision:	Casper Police Department
Award Amount:	\$36,103.55
Award Period:	September 1, 2014 through May 31, 2016
CFDA #:	97.067
DHS Grant Code:	EMW-2014-SS-00094
Project ID:	14-GPD-CAS-LP-HLE14

- 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 **Casper Police Department**, whose mailing address is **200 North David, Casper, WY 82601** [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2014 Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6). The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2014 through May 31, 2016. The total amount of this Grant is **\$36,103.55**.

WOHS

Original Document

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

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

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

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

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

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$36,103.55 (thirty six thousand one hundred three dollars and fifty five cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2014 Funding Opportunity Announcement (FOA), the Authorized Equipment list found at <https://www.llis.dhs.gov/knowledgebase>, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be current in order to receive reimbursements. There will be no extensions for the 2014 State Homeland Security Grant reimbursement or performance period.

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

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

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

to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

- (9) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
 - (10) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
 - (11) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
 - (12) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (13) Subrecipient may only fund Investments that were included in the FY 2014 Investment Justification (State Initiatives) that were submitted to DHS and that have been identified through the project application (Attachment 3) to be completed by subrecipient and returned within 45 days of receipt of and along with signed Grant Award Agreement. Descriptions of the 2014 State Initiatives can be found at <http://hls.wyo.gov>.
 - (14) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
 - (15) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, if updated within the last two years, by September 1, 2015.
- B.** This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- C.** Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- D.** As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and the National

Incident Management System (NIMS) implementation guidelines.

E. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the National Preparedness Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on a project basis that falls under any or all of the following FY 2014 State Initiatives:

(1) NIMS

- a. Planning
- b. Resource Management/Equipment
- c. Training
- d. Exercise

(2) Regional Preparedness

- a. Evacuation Plan
- b. School Safety Preparedness Plans
- c. Continuity of Operations/Continuity of Government (COOP/COG) Plans
- d. Catastrophic Incident Annex
- e. Mitigation Plan
- f. Infrastructure Plans
- g. Medical Response
- h. Pet Care Preparedness
- i. Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) Activities

(3) Interoperability/SAFECOM

- a. Tactical Interoperability Communications Plan (TICP)
- b. Equipment – WyoLink Capability
- c. Cyber Terrorism

(4) Risk and Gap Analysis

- a. THIRA & SPR

(5) IED/Terrorism Initiatives

- a. Bomb Teams
- b. Intelligence & Information Sharing

(6) Public Information and Warning

- a. Integrated Public Alert and Warning System (IPAWS)
- b. Developing Social Media
- c. Public Education

F. Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to Homeland Security by April 20, July 20, October 20, and January 20, respectively.

Quarterly reports will include:

- (1) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams)
- (2) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant
- (3) Status of THIRA and Emergency Operations Plan (EOP)
- (4) What equipment was purchased, what typed capability it supports, and plans for sustainment.

Quarterly report forms are located on the Homeland Security website: <http://hls.wyo.gov>.

9. Responsibilities of Homeland Security:

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

10. Special Provisions:

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

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

- H. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Subrecipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- I. Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- J. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub awards under the award.
- K. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- L. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with

the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

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

11. General Provisions:

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

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

HOMELAND SECURITY

Guy Cameron, Director

Date

Casper Police Department

Paul Meyer
Mayor

Date



Chief Jiri Wetzel
Casper Police Department

12/11/14
Date

Attested by: Town/City Clerk

Date

Approved as to Form:



Town/City Attorney

12/11/14
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



S. Jane Caton, Senior Assistant Attorney General

9-24-14
Date

Attachments:

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

RESOLUTION NO. 14-304

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE WYOMING OFFICE OF HOMELAND SECURITY FOR THE STATE HOMELAND SECURITY PROGRAM (SHSP), LAW ENFORCEMENT AND TERRORISM PREVENTION-ORIENTED ACTIVITIES (LETPA)

WHEREAS, the City of Casper has been approved for a grant for the Wyoming Office of Homeland Security during the September 1, 2014 through May 31, 2016 timeframe, in the amount of Thirty Six Thousand, One Hundred and Three dollars and Fifty Five Cents (\$36,103.55); and

WHEREAS, the City of Casper desires to accept the grant fund from the Wyoming Office of Homeland Security; and,

WHEREAS, the City of Casper shall use the grant funds to help purchase ABMPegasus CI software for the Casper Police Department per grant guidelines.

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 grant agreement form the Wyoming Office of Homeland Security in the amount of Thirty Six Thousand, One Hundred and Three dollars and Fifty Five cents (\$36,103.55), and upon execution of the agreement, said grant is hereby accepted.

BE IT FURTHER RESOLVED: That the City Manager and/or his/her designee is hereby authorized to execute all documents pertaining to said contract.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

November 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jim Wetzel, Chief of Police
Scott Jones, Traffic Sergeant

SUBJECT: Highway Safety Selective Traffic Enforcement Grant

Recommendation:

That Council, by resolution, authorize an agreement with the Wyoming Department of Transportation for a Wyoming Highway Safety Selective Traffic Enforcement grant, in the amount of \$61,250, to be used for traffic and DUI enforcement.

Justification:

The Casper Police Department has been notified that it has been awarded a grant from the Wyoming Highway Safety Selective Traffic Enforcement Program, in the amount of Sixty One Thousand, Two Hundred and Fifty Dollars (\$61,250). Casper will use the grant funds for speed and DUI enforcement.

A resolution has been prepared for Council's consideration.

HIGHWAY SAFETY**FY- 2015 GRANT AGREEMENT (HS-3)**

Selective Traffic Enforcement Grant Program

APPLICANT AGENCY (Name & Address)

Department Name Casper PD
 Department Address 201 N David
 City, State Zip Casper, WY 82601

FUNDING PERIOD

From: 10/1/2014
 To: 9/30/2015

REPORT PERIOD

From: 10/1/2014
 To: 10/15/2015

TOTAL FUNDS APPROVED: \$61,250.00

405D FUNDS: DUI \$26,200.00
 405B FUNDS: OP HVE \$35,050.00
 402 FUNDS: Motorcycle/Sturgis \$0.00
 402 FUNDS: Radars \$0.00
 402 FUNDS: Video Cameras \$ -
TOTAL FUNDS: \$61,250.00

PROJECT NO. DUI 405D - 20.616

OP HVE 405B - 20.616
 Motorcycle/Sturgis - 402 - 20.600
 Radars 402 - 20.600
 Video Camera 402 - 20.600

TITLE: Selective Traffic Enforcement Grant Program

Start / or Revised Date:**Non-Major Equipment: Description of equipment****Major Equipment: Description of equipment**

Acceptance of Conditions: It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to the regulations governing Grants under Section 402 and other applicable sections of the Highway Safety Act. NHTSA and FHWA Order as issued (e.g. NHTSA 460-6) and the rules and regulations set forth in the "Contract Management Manual". It is also understood and agreed that the undersigned will conduct the grant in a manner that meets the project description and performs the objectives within the budgeted amount allowed. The audit responsibility shall be addressed in this agreement. The sub-grantee must comply with applicable portions of OMB circular A-133 and any other federal documents that apply. The Highway Safety Program in conjunction with the WYDOT Internal Review staff will be available to assist the sub-grantee in determining if an A-133 audit is required.

PROJECT DIRECTOR:

TITLE: Sgt. Scott Jones **PHONE:** 247-2572

E-MAIL: sjones@cityofcasper.wy.com

SIGNATURE:

DATE: 11/20/14

AUTHORIZING OFFICIAL:

TITLE: _____ **PHONE:** _____

E-MAIL: _____

SIGNATURE: _____

DATE: _____

APPROVAL: _____ **DATE:** _____

WASCOP/WYDOT - HIGHWAY SAFETY GRANTS PROGRAM

PO Box 990, DOUGLAS, WY 82633 PHONE (307) 351-8614 FAX (800) 954-0778

RESOLUTION NO. 14-305

A RESOLUTION AUTHORIZING A GRANT AGREEMENT
WITH THE WYOMING TRANSPORTATION DEPARTMENT
FOR THE WYOMING HIGHWAY SAFETY SELECTIVE
TRAFFIC ENFORCEMENT PROGRAM.

WHEREAS, the City of Casper has been approved for a Wyoming Highway Safety Selective Traffic Enforcement grant, in the amount of Sixty One Thousand, Two Hundred Fifty Dollars (\$61,250), for the period beginning October 1, 2014 to September 30, 2015; and,

WHEREAS, the City of Casper desires to accept these funds from the State of Wyoming to be used for traffic and DUI enforcement.

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 grant agreement with the Wyoming Transportation Department in the amount of Sixty One Thousand, Two Hundred Fifty Dollars (\$61,250).

BE IT FURTHER RESOLVED: That the Mayor, or his designee, is hereby authorized to execute all documents pertaining to said grant.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

November 24, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: Release of Local Assessment District (LAD) Liens

Recommendation:

That Council, by resolution, authorizes the release of Local Assessment District (LAD) liens on the property(s) listed on Exhibit A, dated November 24, 2014.

Summary:

The lien amounts against the property(s) listed on Exhibit A have been paid. Exhibit A contains the following Instrument numbers: 570180 and 901815. In order to remove these encumbrances on the title of the real property, it is necessary that the City of Casper release these secured instruments.

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
11/7/2014	149-1	HAMILTON/HARDEN	0	21.33' OF 12 E 35.59' OF 13	MCCORMICK, GEORGE A & CARRIE	3034 GARY AVENUE	570180
11/11/2014	156	WESTWOOD #2	0	303	FISCHER, JAMES L	1755 FREMONT AVENUE	901815
11/14/2014	156	WESTWOOD #2	0	558	BOWHAY, COLTEN L & DEBRA J	1809 FETTERMAN AVENUE	901815
10/15/2014	156	WESTWOOD #2	0	502	BINGHAM, CHRISTIE J	1935 KEARNEY AVENUE	901815
11/18/2014	156	WESTWOOD #2	0	522	ENCISO, ANGEL E	1836 FREMONT AVENUE	901815

EXHIBIT A

LAD Lien Release Information

1 of 1

11/24/2014

RESOLUTION NO. 14-306

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 the December 16, 2014 Release of Liens for
property(s) located in the Local Assessment Districts 149-1 and 156. Therein listed.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2014.

APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to read "V.H. McDonald", is written over a horizontal line.

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

December 16, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Doug Follick, Leisure Services Director
Andrew Beamer, P.E., Public Services Director
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract for Professional Services
Mike Sedar Pool Reconstruction, Project No. 13-07B.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Ohlson Lavoie Collaborative (OLC) related to bidding and construction administration services for the Mike Sedar Pool Reconstruction, Project No. 13-07B, in the amount of \$78,426.00.

Summary:

Since March of 2013, the City of Casper has been working to provide a new pool for the citizens of Casper at Mike Sedar Park. The existing pool was built in the late 1950's, and due to many structural issues that have contributed to increased maintenance and operation costs, it has been demolished. Ohlson Lavoie Collaborative (OLC) was hired in May of 2013 as the Consultant based on qualification and experience in designing and overseeing pool construction. OLC has worked with the City to develop cost estimates and a bid package for the project to be bid out publically.

In the last year, the project has been bid out on three (3) separate occasions. After several attempts at value engineering the project to fit the available budget, it was clear that the allocated funds were not going to be sufficient to fund the project. It was apparent that the construction market in Casper was inflated, and prices would not change enough to allow the project to proceed. In April of 2014, the existing contract with OLC was closed.

With voting and passing of the one-cent tax in November of 2014, funds have become available to re-bid this project. City Staff recommends an agreement with OLC to perform the bidding and construction administration services for construction of Mike Sedar Pool, with new budget figures.

Funding for professional services for Mike Sedar Pool will come from funds reserved from the building permit fees paid by the school district for the new Kelly Walsh School. These funds were diverted to the pool construction in recognition of the loss of the outdoor pool at Kelly Walsh.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2014, by and between the following parties:

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

2. Ohlson Lavoie Collaborative (OLC), 616 East Speer Boulevard, Denver, Colorado, 80203-4213 ("Consultant").

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

RECITALS

A. The City is undertaking development of a new outdoor pool and pool amenities known as the Mike Sedar Pool Project No. 13-07B.

B. The project requires professional services for updating final design, bidding and construction administration for Mike Sedar Pool Project No. 13-07B.

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

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

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

1. SCOPE OF SERVICES:

A. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Mike Sedar Pool Project No. 13-07B.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements," latest version.

3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany City's Bid Form.
 - c. Edited by the Consultant "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between City and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final typing.
5. The Consultant shall affix his professional architect's/engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

B. Subconsultants.

1. The Consultant shall be responsible to procure any necessary subconsultant to complete the work.
2. The City and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

C. Advertising and Bidding Phase.

1. The Consultant shall send Advertisement for Bids to contractors on the Planholder's List which shall be updated and maintained by Consultant. Consultant shall issue Planholder's Lists upon request from interested parties.
2. Consultant shall prepare Advertisement for Bids in conformance with the City Standards and furnish to the City for publication.
3. The Consultant shall send final drawings and project manuals to plan

centers located in Casper, Cheyenne, Salt Lake, and Denver.

4. The Consultant shall provide sets of final drawings and specifications to contractors, suppliers and all interested parties who request sets. All costs of drawing and specification reproduction shall be borne by the City.
5. Reimbursable expenses shall be compensated by City within the lump sum fee in paragraph 3, Compensation. Reimbursable expenses include expenses incurred by the Consultant and the Consultant's subconsultants directly related to the Project, as follows:
 - a. Transportation and authorized out-of-town travel and subsistence.
 - b. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
 - c. Fees paid for securing approval of authorities having jurisdiction over the Project.
 - d. Printing, reproductions, plots, standard form documents.
 - e. Postage, handling and delivery.
 - f. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner.
 - g. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.
 - h. Consultant's Subconsultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants.
 - i. All taxes levied on professional services and on reimbursable expenses.
 - j. Site office expenses.
 - k. Other similar Project-related expenditures.
6. The Consultant shall arrange for and conduct a prebid conference at least ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them to all parties listed on the plan-holders' sheet and the City's Representative. Consultant shall review and respond to written Requests for Interpretation from plan-holders and distribute responses to known plan-holders.
7. Consultant shall prepare and distribute addenda, if necessary to all parties listed on the plan-holders sheet and the City's Representative.
8. The Consultant shall assist the City in opening, tabulating, and evaluating bids.

9. The Consultant shall provide a written opinion to the City showing their recommendations for awarding the bid.

D. Construction Phase:

1. General Administration of Construction Contract. Consultant shall consult with and advise City and act as City's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1990 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and City may otherwise agree in writing. All of City's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of City to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with City throughout the construction phase as deemed necessary by the Consultant or City, but not less than the frequency of progress meeting occurrence.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the City. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder. All costs of Contract Document reproduction shall be borne by the City.
3. Project Coordination. Consultant shall be responsible for coordination and compliance with Authorities Having Jurisdiction for review of plans.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work.

- b. Consultant shall maintain a digital photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the photo number. The photograph log shall be delivered to the City upon completion of the Project. Photographs shall be taken randomly and during critical stages of construction.
 - c. Consultant shall maintain a correspondence file, including, but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
5. The Consultant shall attend progress meetings either by phone or in person in conjunction with a visit to Site. Progress meetings shall be held weekly and shall be managed by Contractor.
 6. Construction Staking. Consultant shall include in the construction plans and specifications requirements for the General Contractor to provide all construction staking for the project.
 7. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
 8. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to City.
 9. Shop Drawings. Consultant shall review or take appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto and shall not relieve Contractor from full responsibility for compliance with Contract Documents.
 10. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

11. Consultant shall provide for, and retain, a subconsultant for material testing as specified in the Contract Documents.
12. Disputes between City and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of City and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. City reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
13. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to City, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of

construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

14. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to City with written comments.
15. Walk-Through. Consultant shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to City and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed). The Consultant shall prepare a punchlist near project completion and conduct a final project review of punchlist items addressed by the Contractor.
16. Record Drawings. The Consultant shall maintain a regularly updated set of "as-built" record documents. Within thirty (30) days of Substantial Completion, Consultant shall provide to City a copy of record drawings in PDF and AutoCAD format compatible with the City's system and NCS standards, on compact disc, labeled as "Record Drawings – Mike Sedar Pool, Project Number 13-07B". The record drawings shall show changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant.
17. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting City in addressing construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted

construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.

18. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall assemble and submit construction change orders along with all necessary documentation prepared by Contractor to the City for approval.

Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.E.1 through I.E.19 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 2nd day of October, 2016.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Seventy-Eight Thousand Four Hundred Twenty-Six Dollars (\$78,426.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

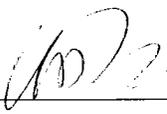
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

ATTEST:

CONSULTANT
Ohlson Lavoie Collaborative
616 East Speer Boulevard
Denver, Colorado 80203-4213

For Ohlson Lavoie Collaborative

By: 

Printed Name: MICHAEL D. FLEMING SA

Title: SENIOR PRINCIPAL

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. CITY OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation 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, Consultant shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD-PARTY BENEFICIARY RIGHTS:

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

only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

Project Name: Mike Sedar Pool
 Project Number: 13018
 Subject: Architectural Services

Item No.	Task	Architectural		
		Total by Phase	Schedule	Site Visits
0	Programming, Master Planning			
		\$0		
1	SD's			
		\$0		
2	DD's			
		\$0		
3	Bid Package		4 weeks	0
		\$3,050		
4	Bid Management		4 weeks	1
		\$1,400		
5	CA		26 weeks	8
		\$14,000		
6	Administration/Assembly/Shipping			
7	Extra trip(s)			0
				0
		\$0		
	Subtotal Architectural	\$18,450		
8	Included Consultant Work			1
	Struct Engineers	\$4,180		3
	Mech/Plumb	\$7,546		2
	Elec Engineers	\$5,665		2
	Civil	\$5,830		0
	Landscape	\$4,895		5
	Aquatics	\$9,500		4
	Survey	\$0		0
	Geo Tech/Material Testing	\$11,550		0
	Operations	\$0		0
	Add'l Cost Estimates	\$0		0
Fee		\$67,616	34 weeks	26

\$ 10,810.00 Estimated Reimbursable Expenses

Total including reimbursable expenses

\$78,426.00

Alex Sveda

From: Robert McDonald <bob@olcdesigns.com>
Sent: Monday, November 17, 2014 10:36 AM
To: Alex Sveda
Subject: Mike Sedar Pool Fee

Alex.

In an effort to clarify how I arrived at the fee for carrying out the project I can offer the following:

1. The fees proposed are based upon how much time it will take to recreate an accurate bid package for the former project that was previously dated 9/20/13. The fee structure for the previous project was not a factor in the development.
2. The fees for consulting engineers are based upon proposals submitted to OLC and reflect the engineering fees to carry out the work as we understand it. The engineering fees noted do include a 10% mark up to cover OLC's costs to administer the project.
3. No one is suggesting that the design team complete the exercise without a certain degree of due diligence. Manufacturer's materials are constantly being discontinued or updated, especially finishes and equipment. These and other items need to be reviewed and potentially reselected. Therefore time for this is included in the proposal.
4. Also included is the production of a new Project Manual with new bidding documents as required to comply with the City of Casper requirements.
5. The Project Manual also includes the Technical Specifications which will need to be thoroughly reviewed to confirm compliance with current regulations.
6. As you are aware, the demand for engineering and construction testing services is high right now, which has a good deal of influence upon the price for these services.

These are a few of the items that were considered when developing the fees for this project. Please let me know if you have any other questions and we look forward to starting work on the project!

Bob McDonald
OLC Architecture
303.881.9961
sent via mobile

RESOLUTION NO. 14-307

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH OHLSON LAVOIE COLLABORATIVE, FOR PROFESSIONAL SERVICES FOR THE NEW POOL AT MIKE SEDAR PARK.

WHEREAS, the City of Casper desires to enter into a professional services agreement with Ohlson Lavoie Collaborative (OLC), for bidding and construction administration for a new pool at Mike Sedar Park; and,

WHEREAS, OLC is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with OLC, to provide professional consulting services for bidding and construction administration for a new pool at Mike Sedar Park.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project as prescribed by the contract, for a total amount not to exceed Seventy Eight Thousand Four Hundred Twenty-Six Dollars (\$78,426.00).

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

December 16, 2014

TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Cynthia M. Langston, Solid Waste Division Manager
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract for Professional Services with GSG Architecture
Regional Landfill Equipment Building Extension, Project Number 14-73 *JAW*

Recommendation:

That Council, by resolution, authorize a contract for professional services with GSG Architecture to prepare construction design specifications and drawings and provide bidding support for the City of Casper Regional Landfill Equipment Building Extension, Project Number 14-73, in the amount of \$34,110.

Summary:

The landfill equipment storage building (ESB) was designed in 2008 by Hein Bond Architects to include six bays. The six-bay storage building included one wash bay, one bay for an employee break room and locker rooms, and four bays designated to store all landfill equipment. In 2009, the ESB was bid for construction. However, due to budget constraints, only three bays were constructed for storing equipment.

The landfill equipment inventory includes two landfill compactors (one for the lined landfill and one for the unlined landfill), one scraper, one dozer, one road grader, one front loader, one excavator, one tracksteer, one posi-shell applicator, one water truck, and two pickup trucks, for a total of twelve vehicles. The current three bays for storage do not accommodate the entire fleet. Staff recommends adding the last bay in fiscal year 2016.

Additionally, the landfill ESB was designed to include an active landfill gas (primarily methane) system as required by environmental law. Landfill gas or methane mitigation systems in buildings are similar to radon mitigation systems placed in residential homes. The perforated piping is placed under and around the foundation and placed under a vacuum with a pump that operates continuously.

The architect is to provide construction bid specifications for the sixth bay and design a methane mitigation system.

Funding will be from the FY15 budget for the Balefill Fund.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this ____ day of _____, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. GSG Architecture, 606 South David Street, Casper, Wyoming 82601 ("Contractor").

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

RECITALS

A. The City is undertaking the Regional Landfill Equipment Building Extension, Project Number 14-73.

B. The project requires professional services for Construction Documents, Bidding, and Construction Administration and Material Testing for the Regional Landfill Equipment Building Extension, Project Number 14-73.

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 Scope of Services shall, as a minimum, include the following:

A. Design Phase.

1. The Consultant shall develop and provide detailed construction drawings covering topographic surveys; site removal, preparation and plan layout; site grading plan; floor plan and section details, structural details and other details covering the interior, door and frame details, building elevations; foundations and floor framing plans; roof framing and detail plans; schematic drawings and detail sheets associated with electrical and mechanical with any necessary improvements to existing site utilities such

as gas, water, sewer, power, surface water storm drainage and other drawings necessary to provide complete construction documents. Methane mitigation plans and details shall be included to satisfy current regulations.

2. The Consultant shall conduct final field surveys to collect topographic data, existing utilities and surface elevations necessary for preparation of detailed construction documents for the facility.
3. The Consultant shall prepare a set of contract documents in order to publicly advertise and let bids for construction of the Project. Contract documents shall consist of bidding specifications, technical specifications and construction drawings.
4. The Consultant shall provide the City with electronic pdf copies of the preliminary construction drawings and project manuals for review by the Owner.
5. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the City's CAD system and City's NCS requirements. Final construction drawings and project manuals shall be provided to the City in AutoCAD and PDF format via compact disc.
6. The Consultant shall prepare a project cost estimate approximately two (2) weeks prior to public advertisement.
7. The Consultant shall meet with representatives of the City when construction drawings and technical specifications are approximately fifty percent (50%) complete and two (2) weeks prior to public advertisement to review and approve of design concepts.

C. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:

- a. Technical Specifications.
- b. Bid Schedule to accompany City's Bid Form.
- c. Edited by the Consultant "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final typing.

5. The Consultant shall affix his professional architect's/engineer's stamp, date, and original hand-written ink signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

D. Subconsultants.

1. The Consultant shall be responsible to procure any necessary subconsultant to complete the work.
2. The City and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

E. Engineering Fee.

The engineering fee shall be based on estimated project costs, time and material, including hourly rates for technical personnel, and reimbursables, with an upset amount. If at any time during the term of this contract it appears that the upset amount will be exceeded, the Consultant shall immediately notify the Casper Public Services Department staff and provide a complete statement justifying the anticipated change in the contract fee. An amendment authorizing any increased fee can only be approved by the City Council. The amendment must be approved before the commencement of any additional work.

The Consultant shall be responsible and responsive to the City in its requests and requirements within the scope of this proposal, and shall confer with and be guided by the directives of the City through the office of the City Manager or his designated representative.

F. Meetings.

The Consultant shall attend any special meeting with the City Manager or City staff, relating to the performance of this contract, and shall provide the City with monthly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 20th day of March, 2015.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty Four Thousand One Hundred Ten Dollars (\$34,110.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONTRACTOR
GSG Architecture
606 South David Street
Casper, Wyoming 82601

By: _____

By: 

Printed Name: _____

Printed Name: Lisa M. Hubbard

Title: _____

Title: Vice President / Treasurer

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.

November 21, 2014

Alex Svada, P.E., Associate Engineer
City of Casper Public Services Department
200 N. David Street
Casper, Wyoming 82601


GSGarchitecture

Re: Proposal for Professional Design Services
Landfill Equipment Building Addition

Dear Alex:

It is with pleasure that GSG Architecture present this proposal to the City of Casper for professional design services for an addition to the Equipment Building at the Solid Waste Landfill. We are prepared to enter into a contract per the outlined scope, schedule and fee as described below.

Understanding of the Project

It is our understanding that the addition will be located on the west end of the current facility and will be approximately 2,400 sf to 2,800 sf total size, requiring the existing propane tank and underground propane line to be relocated. It is further understood that the use of the addition will be mechanic space to accommodate heavy equipment and the inclusion of a high capacity in-ground or above slab lift.

Even though GSG Architecture was not requested to provide a preliminary opinion of construction costs for this addition, it is our opinion that the overall construction cost could average \$200.00 per square foot, resulting in range of \$480,000 to \$560,000. Our scope of work includes providing an opinion of construction costs at approximately 90% complete of the construction document.

Our Design Team

Architect of Record: GSG Architecture, P.C.
Lisa Hubbard, AIA, LEED AP – Principal
Shane Cates, AIA – Project Manager
Survey, Civil Engineering and Site Plan Submittal:
Environmental & Civil Solutions (ECS), Casper
Structural Engineering:
Lower & Company, Casper
Mechanical and Electrical Engineering:
West Plains Engineering, Casper
Materials Testing:
Strata, Casper



Proposed Overall Schedule (Tentative)

Phase 1
Survey, Design and Construction Documents – 11 weeks
(January 5 – March, 20, 2015)

Phase 2
Bidding and Contractor Procurement – 8 weeks
(March 23 – May 15, 2015)

**Construction Administration & Post Construction – 29 weeks
(May 18 – December 4, 2015)**

Proposed Fee:

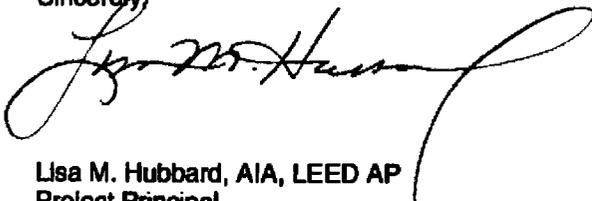
As compensation for the above services, a total not to exceed fee of \$57,435.00 is proposed and broken out in Phase 1 Design and Construction Documents and Phase 2 Bidding and Construction as follows:

<u>Phase 1 – Design and Construction Documents</u>		
Design and Construction Documents	<u>\$ 34,110.00</u>	
Sub-Total Phase 1	\$ 34,110.00	\$ 34,110.00
<u>Phase 2 – Bidding and Construction Administration</u>		
Bidding	\$ 2,680.00	
Construction Administration	\$ 14,045.00	
Materials Testing (held as an allowance)	\$ 6,600.00	
Sub-Total Phase 2	\$ 23,325.00	\$ 23,325.00
<u>Total Not-To-Exceed Fee</u>		<u>\$ 57,435.00</u>

All expenses of the project are included in the above fees, including reproduction of 25 sets of final bid documents for distribution to the City of Casper, design team and bidders. Costs for printing additional sets over and above this quantity will be invoiced at cost.

Please call if you have any questions regarding our proposal. Should this proposal be acceptable, please return a standard agreement for either the complete services or Phase 1 services only, with the provision for Phase 2 to be added by amendment.

Sincerely,



Lisa M. Hubbard, AIA, LEED AP
Project Principal

RESOLUTION NO. 14-308

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GSG ARCHITECTURE TO PREPARE CONSTRUCTION DESIGN SPECIFICATIONS AND A PROVIDE BID SUPPORT FOR THE REGIONAL LANDFILL EQUIPMENT BUILDING EXTENSION.

WHEREAS, the City of Casper desires to enter into a contract for professional services with GSG Architects, to prepare construction design specifications, provide bid support and perform construction administration for Casper's landfill equipment storage building's sixth bay; and,

WHEREAS, GSG Architecture is able and willing to provide those services, specified as the Regional Landfill Equipment Building Extension, Project No. 14-73.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with GSG Architecture to provide professional consulting services for preparation of construction specifications, providing bid support and performing construction administration.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the contract, throughout the project, in the amount of Thirty-Four Thousand One Hundred Ten Dollars (\$34,110.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

December 9, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Linda Witko, Assistant City Manager
SUBJECT: Network Upgrade

Recommendation:

That Council, by resolution, authorize a contract with Venture Technologies., of Casper, Wyoming, in an Amount not to exceed \$200,039.10, to provide equipment, materials, and professional services for the purchase and installation of core routers and switches, and the installation of fiber and relocation of the Call Manager to the PSCC server room.

Summary:

Approximately 8 years ago, the City installed fiber optics and an IP Telephony system to city facilities, which included network routers and switches. While the telephony system has been upgraded, this core network equipment has not and is in need of being replaced as a general maintenance upgrade. The following facilities will receive a core switch and router: City Hall, City Center, City Garage, Event Center, Fire 1, 2, 3, 5, and 6, Recreation Center, Water Garage and Waste Water. Venture Technologies has provided a price quote in accordance with the Western States Contracting Alliance. They will provide equipment and professional services for the install and configuration of this equipment. As part of this upgrade, Venture Technologies will relocate one of the IP Telephony Servers which provides redundancy for the telephone system to a more secure location in the PSCC server room, and will install fiber to the City Hall Server Room to enhance bandwidth to the new infrastructure.

Funding for this project will come from one time monies for technology.

A resolution and contract have been prepared for consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 9th day of December, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Venture Technologies, 401 East E Street, Casper, WY, 82601 ("Contractor").

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

RECITALS

A. The City of Casper desires professional services to install and configure the City Core Switches at the following facilities to include a switch and router at each location: Fire Stations 1, 2, 3, 5, and 6, Center Services, Event Center, Recreation Center, Water Garage, Waste Water Treatment, City Center, and Dispatch (Router Only).

B. Fiber installation will be installed from the City Core Switch to City Hall Server Room.

C. Training will be provided for one 2901 router to City IT staff. Installation of appropriate licensing for switches and router will be configured and installed.

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

E. 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. INCORPATION OF RECITALS:

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

2. SCOPE OF SERVICES:

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

- Provide and install all equipment and materials as listed in Attachment A (8 Pages). However, the document titled *General Sales Terms & Conditions – ISC, INC. DBA Venture Technologies.*, that was included with Attachment A shall not apply to this Contract.
- Assign a person to work directly with the City as the main point of contact.
- Planning Stage:
 - Assign a project manager to work directly with the City’s project manager.
 - Discuss the equipment arrival and installation plans with the City.
 - Verify all equipment is accounted for and not visibly damaged.
 - Create detailed plan with schedule.
 - Establish a testing plan.
- Configuration and Implementation Stage:
 - Unpack, assemble, mount, and power all equipment.
 - Installation and Configuration of Cisco 4510 R+E Switch, Fire Station 3 3560 Switch, Two 2921 Router, and 1 Cisco 2901:
 - Full Switch Configuration
 - Cut over from existing Core Switch.
 - Install Multicasting License for Dispatch 911 System
 - Access Control List
 - VLAN Management
 - Naming Conventions
 - DHCP for City phone system
 - IP Addressing
 - Policy Management
 - Load Balancing
 - IP Routing
 - Address Management
 - Security
 - Device Administration
 - System Testing
 - Provide Configuration Documentation
 - Access Control List
 - SIP Configuration for Dispatch Viper System.
 - Full Router Configuration for training of IT Staff on one router.
 - Test Routers for functionality.
 - Multicasting configuration
 - All functionality shall be maintained from current configurations.
 - PRI (Primary Rate Interface) and Call Manager (City Phone System) move from Casper Event Center to PSCC Server Room:
 - Relocate existing Call Manager to PSCC Server Room.

- Re-Configure Call Manager to PSCC IP Subnet.
- Test Call Manager for functionality.
- Installation of Fiber
 - Install and Test 12-Strand Fiber from City Hall Switch Room to City Hall Server Room.
- In accordance with the project, the City shall:
 - Facilitate the Phone Circuit move with Century Link.
 - Schedule and install power requirements for equipment as recommended by Contractor.
 - Ensure adequate space, and environmental requirements as recommended by Contractor.
 - Assign a person to work directly with the Contractor as the main point of customer contact.
 - Provide information, within the scope of the project, as requested by the Contractor.

3. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of March, 2015.

4. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Two Hundred Thousand Thirty-Nine Dollars and Ten Cents (\$200,039.10).

5. METHOD OF PAYMENT:

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

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

6. TERMS AND CONDITIONS:

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

7. 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 Thomas Jr.

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONTRACTOR
Venture Technologies

By: _____

By: Brandon Goodwin

Printed Name: _____

Printed Name: BRANDON GOODWIN

Title: _____

Title: Account Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

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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.

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8. GOVERNING LAW:

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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.

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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.

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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.

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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

Wyoming
401 E 'E' St
Casper, WY 82601

Colorado
8680 Concord Center Dr
Englewood, CO 80112

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

Quote #	Q-00013105		
Date:	10/08/2014	Expires:	11/07/2014
Sales Rep:	Brandon Goodwin brandon.goodwin@ventech.com (307) 232-5074		
Customer Contact:	Chad Edwards cedwards@cityofcasperwy.com (307) 235-8336		
Description:	Core and Router Refresh 3		

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
3650 for MDF						
1	WS-C3650-24TD-S	Cisco Catalyst 3650 24 Port Data 2x10G Uplink IP Base	\$5,800.00	43.00%	\$3,306.00	\$3,306.00
1	CON-SNT-WSC365BU	SMARTNET 8X5XNBD Cisco Catalyst 3650 24 Port Data 2x10G U	\$348.00	15.00%	\$295.80	\$295.80
1	S3650ULPEK9-36E	CAT3650 LDPE Universal k9 image	\$0.00	43.00%	\$0.00	\$0.00
1	PWR-C2-250WAC	250W AC Config 2 Power Supply	\$0.00	43.00%	\$0.00	\$0.00
2	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	43.00%	\$0.00	\$0.00
1	PWR-C2-250WAC/2	250W AC Config 2 Secondary Power Supply	\$450.00	43.00%	\$256.50	\$256.50

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
4500						
1	WS-C4510RE-S8+96V+	4510R+E Chassis Two WS-X4748-RJ45V+E Sup8-E	\$33,000.00	43.00%	\$18,810.00	\$18,810.00
1	CON-SNTP-WS-C451R	SMARTNET 24X7X4 4510R+E Chassis Two	\$12,990.00	15.00%	\$11,041.50	\$11,041.50
1	S45EU-S8-36E	CAT4500e SUP8e Universal Image	\$0.00	43.00%	\$0.00	\$0.00
1	C4500E-IP-ES	Paper IP to Ent Services License	\$9,995.00	43.00%	\$5,697.15	\$5,697.15
1	C4510RE-S8-DEFAULT	Default WS-X45-SUP8-E with WS-X4748-RJ45V+E Bundle	\$0.00	43.00%	\$0.00	\$0.00
1	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45)	\$0.00	43.00%	\$0.00	\$0.00

1	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45)	\$0.00	43.00%	\$0.00	\$0.00
1	WS-X45-SUP8-E	Catalyst 4500 E-Series Supervisor 8-E	\$0.00	43.00%	\$0.00	\$0.00
1	WS-X45-SUP8-E/2	Catalyst 4500 E-Series Redundant Supervisor 8-E	\$19,995.00	43.00%	\$11,397.15	\$11,397.15
1	PWR-C45-4200ACV	Catalyst 4500 4200W AC dual input Power Supply (Data + PoE)	\$2,995.00	43.00%	\$1,707.15	\$1,707.15
4	CAB-L620P-C19-US	NEMA L6-20 to IEC-C19 14ft US	\$0.00	43.00%	\$0.00	\$0.00
1	PWR-C45-4200ACV/2	Catalyst 4500 4200W AC dual input Power Supply (Data + PoE)	\$2,995.00	43.00%	\$1,707.15	\$1,707.15

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
Dispatch Router						
1	CISCO2921-V/K9	Cisco 2921 Voice Bundle PVD3-32 UC License PAK FL-CUBE10	\$4,695.00	43.00%	\$2,676.15	\$2,676.15
1	CON-SNT-2921V	SMARTNET 8X5XNBD Cisco 2921 Voice Bundle	\$550.00	15.00%	\$467.50	\$467.50
1	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	\$0.00	43.00%	\$0.00	\$0.00
1	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	\$0.00	43.00%	\$0.00	\$0.00
1	ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	\$0.00	43.00%	\$0.00	\$0.00
1	PI-MSE-PRMO-INSRT	Insert Packout - PI-MSE	\$0.00	43.00%	\$0.00	\$0.00
1	MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	\$0.00	43.00%	\$0.00	\$0.00
1	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	\$0.00	43.00%	\$0.00	\$0.00
1	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
3	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	\$0.00	43.00%	\$0.00	\$0.00
1	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
2	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	\$0.00	43.00%	\$0.00	\$0.00
1	SM-D-BLANK	Blank faceplate for DW slot on Cisco 2951 and 3925	\$0.00	43.00%	\$0.00	\$0.00
1	SM-S-BLANK	Removable faceplate for SM slot on Cisco 290039004400 ISR	\$0.00	43.00%	\$0.00	\$0.00
1	S29UK9-15303M	Cisco 2901-2921 IOS UNIVERSAL	\$0.00	43.00%	\$0.00	\$0.00
1	VVIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$1,430.00	43.00%	\$815.10	\$815.10
1	PVDM3-32U64	PVDM3 32-channel to 64-channel factory upgrade	\$1,500.00	43.00%	\$855.00	\$855.00

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
MDF Router						
1	CISCO2921-V/K9	Cisco 2921 Voice Bundle PVDM3-32 UC License PAK FL-CUBE10	\$4,695.00	43.00%	\$2,676.15	\$2,676.15
1	CON-SNT-2921V	SMARTNET 8X5XNBD Cisco 2921 Voice Bundle	\$550.00	15.00%	\$467.50	\$467.50
1	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	\$0.00	43.00%	\$0.00	\$0.00
1	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	\$0.00	43.00%	\$0.00	\$0.00
2	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	\$0.00	43.00%	\$0.00	\$0.00
1	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	\$0.00	43.00%	\$0.00	\$0.00
1	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
1	MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	\$0.00	43.00%	\$0.00	\$0.00
1	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
1	SM-D-BLANK	Blank faceplate for DW slot on Cisco 2951 and 3925	\$0.00	43.00%	\$0.00	\$0.00
1	SM-S-BLANK	Removable faceplate for SM slot on Cisco 290039004400 ISR	\$0.00	43.00%	\$0.00	\$0.00
3	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	\$0.00	43.00%	\$0.00	\$0.00
1	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	\$0.00	43.00%	\$0.00	\$0.00
1	S29UK9-15303M	Cisco 2901-2921 IOS UNIVERSAL	\$0.00	43.00%	\$0.00	\$0.00
1	VVIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$1,430.00	43.00%	\$815.10	\$815.10
1	PVDM3-32U64	PVDM3 32-channel to 64-channel factory upgrade	\$1,500.00	43.00%	\$855.00	\$855.00

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
Firehouse 3 Router						
1	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16 FL-CME-SRST-25 UC Lic FL-CUBE10	\$3,395.00	43.00%	\$1,935.15	\$1,935.15
1	CON-SNT-2901CMST	SMARTNET 8X5XNBD 2901 Voice Bundle w/ UC License PAK	\$305.00	15.00%	\$259.25	\$259.25
1	PWR-2901-POE	Cisco 2901 AC Power Supply with Power Over Ethernet	\$250.00	43.00%	\$142.50	\$142.50
1	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	\$0.00	43.00%	\$0.00	\$0.00
1	ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	\$0.00	43.00%	\$0.00	\$0.00
1	PI-MSE-PRMO-INSRT	Insert Packout - PI-MSE	\$0.00	43.00%	\$0.00	\$0.00

1	MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	\$0.00	43.00%	\$0.00	\$0.00
1	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	\$0.00	43.00%	\$0.00	\$0.00
1	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	\$0.00	43.00%	\$0.00	\$0.00
1	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
1	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
2	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	\$0.00	43.00%	\$0.00	\$0.00
1	S29UK9-15303M	Cisco 2901-2921 IOS UNIVERSAL	\$0.00	43.00%	\$0.00	\$0.00
1	FL-SRST	Cisco Survivable Remote Site Telephony License	\$0.00	43.00%	\$0.00	\$0.00
1	VIC2-2FXO	Two-port Voice Interface Card - FXO (Universal)	\$440.00	43.00%	\$250.80	\$250.80
1	EHWIC-D-8ESG-P	Eight port 10/100/1000 Ethernet switch interface card w/ PoE	\$995.00	43.00%	\$567.15	\$567.15
1	PVDM3-16U64	PVDM3 16-channel to 64-channel factory upgrade	\$2,250.00	43.00%	\$1,282.50	\$1,282.50

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
2 SRST Routers						
2	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16 FL-CME-SRST-25 UC Lic FL-CUBE10	\$3,395.00	43.00%	\$1,935.15	\$3,870.30
2	CON-SNT-2901CMST	SMARTNET 8X5XNBD 2901 Voice Bundle w/ UC License PAK	\$305.00	15.00%	\$259.25	\$518.50
2	PWR-2901-AC	Cisco 2901 AC Power Supply	\$0.00	43.00%	\$0.00	\$0.00
2	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	\$0.00	43.00%	\$0.00	\$0.00
2	ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	\$0.00	43.00%	\$0.00	\$0.00
2	PVDM3-16	16-channel high-density voice and video DSP module	\$0.00	43.00%	\$0.00	\$0.00
2	PI-MSE-PRMO-INSRT	Insert Packout - PI-MSE	\$0.00	43.00%	\$0.00	\$0.00
2	MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	\$0.00	43.00%	\$0.00	\$0.00
2	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	\$0.00	43.00%	\$0.00	\$0.00
2	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	\$0.00	43.00%	\$0.00	\$0.00
2	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
4	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	\$0.00	43.00%	\$0.00	\$0.00

2	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
4	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	\$0.00	43.00%	\$0.00	\$0.00
2	S29UK9-15303M	Cisco 2901-2921 IOS UNIVERSAL	\$0.00	43.00%	\$0.00	\$0.00
2	FL-SRST	Cisco Survivable Remote Site Telephony License	\$0.00	43.00%	\$0.00	\$0.00
2	VIC2-2FXO	Two-port Voice Interface Card - FXO (Universal)	\$440.00	43.00%	\$250.80	\$501.60
2	VIC3-2FXS/DID	Two-Port Voice Interface Card- FXS and DID	\$440.00	43.00%	\$250.80	\$501.60

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
6 SRST Routers						
6	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16 FL-CME-SRST-25 UC Lic FL-CUBE10	\$3,395.00	43.00%	\$1,935.15	\$11,610.90
6	CON-SNT-2901CMST	SMARTNET 8X5XNBD 2901 Voice Bundle w/ UC License PAK	\$305.00	15.00%	\$259.25	\$1,555.50
6	PWR-2901-AC	Cisco 2901 AC Power Supply	\$0.00	43.00%	\$0.00	\$0.00
6	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	\$0.00	43.00%	\$0.00	\$0.00
6	ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	\$0.00	43.00%	\$0.00	\$0.00
6	PVDM3-16	16-channel high-density voice and video DSP module	\$0.00	43.00%	\$0.00	\$0.00
6	PI-MSE-PRMO-INSRT	Insert Packout - PI-MSE	\$0.00	43.00%	\$0.00	\$0.00
6	MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	\$0.00	43.00%	\$0.00	\$0.00
6	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	\$0.00	43.00%	\$0.00	\$0.00
6	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	\$0.00	43.00%	\$0.00	\$0.00
6	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
18	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	\$0.00	43.00%	\$0.00	\$0.00
6	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
12	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	\$0.00	43.00%	\$0.00	\$0.00
6	S29UK9-15303M	Cisco 2901-2921 IOS UNIVERSAL	\$0.00	43.00%	\$0.00	\$0.00
6	FL-SRST	Cisco Survivable Remote Site Telephony License	\$0.00	43.00%	\$0.00	\$0.00
6	VIC2-2FXO	Two-port Voice Interface Card - FXO (Universal)	\$440.00	43.00%	\$250.80	\$1,504.80

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
CEC Router						
1	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16 FL-CME-SRST-25 UC Lic FL-CUBE10	\$3,395.00	43.00%	\$1,935.15	\$1,935.15
1	CON-SNT-2901CMST	SMARTNET 8X5XNBD 2901 Voice Bundle w/ UC License PAK	\$305.00	15.00%	\$259.25	\$259.25
1	PWR-2901-AC	Cisco 2901 AC Power Supply	\$0.00	43.00%	\$0.00	\$0.00
1	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	\$0.00	43.00%	\$0.00	\$0.00
1	ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	\$0.00	43.00%	\$0.00	\$0.00
2	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	\$0.00	43.00%	\$0.00	\$0.00
1	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	\$0.00	43.00%	\$0.00	\$0.00
1	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
1	MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	\$0.00	43.00%	\$0.00	\$0.00
1	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	\$0.00	43.00%	\$0.00	\$0.00
2	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	\$0.00	43.00%	\$0.00	\$0.00
1	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	\$0.00	43.00%	\$0.00	\$0.00
1	S29UK9-15303M	Cisco 2901-2921 IOS UNIVERSAL	\$0.00	43.00%	\$0.00	\$0.00
1	FL-SRST	Cisco Survivable Remote Site Telephony License	\$0.00	43.00%	\$0.00	\$0.00
1	VIC2-2FXO	Two-port Voice Interface Card - FXO (Universal)	\$440.00	43.00%	\$250.80	\$250.80
1	VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	\$880.00	43.00%	\$501.60	\$501.60
1	PVDM3-16U32	PVDM3 16-channel to 32-channel factory upgrade	\$750.00	43.00%	\$427.50	\$427.50

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
ISC Professional Services						
1	ISC-PROJECT	ISC PROJECT SERVICES - Installation, configuration and cutover of both 2921 Routers, 4500 core and 1 2901 router. Relocate the CallManager from CEC to Dispatch.	\$13,160.00	0.00%	\$13,160.00	\$13,160.00

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
AO OPTICS						
4	SFP-10G-SR-AO	10GBASE-SR SFP+ LC MMF F/CISCO	\$759.00	0.00%	\$334.00	\$1,336.00

30	SFP-10G-LR-AO	10GBASE-LR SFP+ LC SMF F/CISCO	\$859.00	0.00%	\$445.68	\$13,370.40
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Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
Fiber Run						
1	ISC-DATACOMM	ISC DATACOMM SERVICES-12 Strand Single Mode Fiber run from second floor MDF to first floor IDF	\$2,537.50	0.00%	\$2,537.50	\$2,537.50

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
WS-C3650-24PD-S						
8	WS-C3650-24PD-S	Cisco Catalyst 3650 24 Port PoE 2x10G Uplink IP Base	\$6,600.00	43.00%	\$3,762.00	\$30,096.00
8	S3650UK9-36E	CAT3650 Universal k9 image	\$0.00	43.00%	\$0.00	\$0.00
8	PWR-C2-640WAC	640W AC Config 2 Power Supply	\$0.00	43.00%	\$0.00	\$0.00
8	PWR-C2-640WAC/2	640W AC Config 2 Secondary Power Supply	\$950.00	43.00%	\$541.50	\$4,332.00
16	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	43.00%	\$0.00	\$0.00

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
WS-C3650-48PD-S						
3	WS-C3650-48PD-S	Cisco Catalyst 3650 48 Port PoE 2x10G Uplink IP Base	\$10,900.00	43.00%	\$6,213.00	\$18,639.00
3	S3650UK9-36E	CAT3650 Universal k9 image	\$0.00	43.00%	\$0.00	\$0.00
3	PWR-C2-640WAC	640W AC Config 2 Power Supply	\$0.00	43.00%	\$0.00	\$0.00
3	PWR-C2-640WAC/2	640W AC Config 2 Secondary Power Supply	\$950.00	43.00%	\$541.50	\$1,624.50
6	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	43.00%	\$0.00	\$0.00

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
Fiber Patch Cables						
20	808088	5M LC-SC SINGLEMODE PATCH CABLE	\$14.85	42.00%	\$8.61	\$172.20

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
SFP Blade						
1	WS-X4712-SFP+E=	Catalyst 4500 E-Series 12-Port 10GbE (SFP+)	\$26,995.00	43.00%	\$15,387.15	\$15,387.15

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
Firehouse 3 Switch						

1	WS-C3650-24PD-E	Cisco Catalyst 3650 24 Port PoE 2x10G Uplink IP Services	\$10,100.00	43.00%	\$5,757.00	\$5,757.00
1	CON-SNT-WSC3652DE	SMARTNET 8X5XNBD Cisco Catalyst 3650 24 Port PoE 2x10G Up	\$606.00	15.00%	\$515.10	\$515.10
1	S3650UK9-36E	CAT3650 Universal k9 image	\$0.00	43.00%	\$0.00	\$0.00
1	PWR-C2-640WAC	640W AC Config 2 Power Supply	\$0.00	43.00%	\$0.00	\$0.00
1	PWR-C2-640WAC/2	640W AC Config 2 Secondary Power Supply	\$950.00	43.00%	\$541.50	\$541.50
2	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	43.00%	\$0.00	\$0.00

Quantity	Item #	Description	List Price	Discount	Unit Price	Line Total
Closet Gear						
1	WMPVHC45E	PNL CBL MGT DUCT VERT FRNT/REAR BLK 83'H 6.7'W 14.1'D NETRUNNER FOR 45U RACK	\$245.00	0.00%	\$245.00	\$245.00
3	189645	Velcro 3/4" Hook/Loop Blk 25YD	\$35.00	0.00%	\$35.00	\$105.00
125	PC-C6E-BLU-007-B	PC C6E 7FT BLU A/B 8C RJ45/RJ45 W/BLU BOOT	\$1.50	0.00%	\$1.50	\$187.50
125	PC-C6E-BLU-010-B	PC C6E 10FT BLU A/B 8C RJ45/RJ45	\$2.50	0.00%	\$2.50	\$312.50

SubTotal	\$200,039.10
Discount	\$0.00
Estimated Tax	\$0.00
Total	\$200,039.10

GENERAL SALES TERMS & CONDITIONS – ISC, INC. DBA VENTURE TECHNOLOGIES

1. **General** - These general sales terms and conditions apply to the contractual relationship of ISC, Inc. DBA Venture Technologies ("Venture") with the party purchasing product from Venture (the "Buyer"). Venture reserves the right to contract out all or part of the work, goods or services to be delivered to Buyer hereunder. All sales are final. Shipments are C.O.D. unless an open account has been approved and terms established on cash prices. Venture accepts Master Card, Visa, American Express and Discover for amounts less than \$5,000. All pricing is subject to change without notice.
2. **Deliveries** – Venture understands the importance of quick delivery for today's IT landscape and provides maximum delivery flexibility. Venture utilizes very large inventories from several vendor-partners, ensuring customers' uninterrupted supply and quick reaction to unanticipated requirements. Venture charges competitive shipping rates and uses Federal Express, Airborne Express and UPS as its primary shipping partners. Freight charges are prepaid and added to invoice, at Buyer's expense, unless different terms are agreed upon prior to receipt and acceptance of purchase orders. Quoted delivery dates are approximate and subject to product availability at time of receipt of order. Venture will make all reasonable efforts to meet quoted delivery dates, but will not be liable for its failure to do so because of circumstances beyond its control. Packaging is at the discretion of Venture, at the cost of Buyer. Purchase of goods is deemed to occur as of the time the goods are placed in transit to Buyer, and Buyer shall assume all risk of loss and risk of damage to the goods once placed in transit. Venture reserves the right to replace the goods that are the object of this agreement with goods of equivalent specification on condition that this does not result in either an increase in the price or a change in quality for the Buyer.
3. **Taxes** – All prices hereunder are listed exclusive of tax, and any tax imposed by reason of this sale are the responsibility of the Buyer. Buyer agrees to furnish any written documentation necessary to support a claim of non-taxability, including but not limited to a wholesaler's license or tax exemption certificate. Prices are subject to change to reflect tax changes regarding component costs to Venture or its suppliers. Buyer further agrees to promptly provide Venture written proof that any taxes imposed on the sale have been remitted and paid by Buyer once Buyer has paid same.
4. **Warranties** – Venture warrants that those products and goods that are manufactured by Venture, if any, will be as specified and will be free of defects in material and workmanship for a period of one year from the date of delivery. Venture does not warrant any products or goods sold hereunder that are not manufactured by Venture; but Venture will transfer to Buyer upon sale any and all manufacturer's warranties held by Venture that are associated with such products and goods. Venture is available to assist with any warranty issues with specific manufacturers. Manufacturer's warranties start from the date of distributor or manufacturer invoice to Venture. **OTHER THAN THE WARRANTIES SET FORTH ABOVE, ALL PRODUCTS AND GOODS SOLD HEREUNDER ARE SOLD "AS IS" AND WITH NO OTHER WARRANTY WHATSOEVER. VENTURE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER PURPOSE REQUESTED OR INDICATED BY BUYER.**
5. **Returns** - All return requests are contingent upon Venture, and manufacturer/distributor approval. Returns are subject to restock fees based on condition of product, timeframe and reason for return. Return requests must be made within 30 days of Venture invoice date. Products must be unopened and in new condition to expedite return process. Opened and or used products are generally not eligible for return. If a return request involves opened or used product, return authorization is subject to restock fee if approved. All original packaging must be saved, as any returns must be returned packaged as close to new as possible with all original miscellaneous items such as cables, manuals, and padding included. If a return is necessary, please contact your Venture sales representative to initiate approval process for an Return Merchandise Authorization (RMA) Number and shipping instructions. Please do not write on outside of any packaging for returns; this will nullify the return approval. All return information must be placed upon the return-shipping label, including without limitation return address and RMA Number. All return shipments shall be paid for by Buyer, and made within 20 days of the issuance of an RMA Number. Claims for shortages or incorrect merchandise shipped must be made within 15 days of shipment. **TO INITIATE A RETURN, PLEASE CALL VENTURE CUSTOMER ASSISTANCE AT 888-525-8933.**
6. **Damages and Limits Of Liability** – Venture shall not be liable for any direct or indirect, special, incidental, consequential or punitive damages of any kind, whether based on contract, tort, or other legal theory or for any loss of revenue or profits, loss of data or loss of business, or other financial losses arising out of the sale, installation, service or use of products or provision of services, even if it has been advised of the possibility thereof. Venture does not authorize any other person to assume such liability on its behalf. Under no circumstances may Venture's liability exceed, and in all cases Venture's liability hereunder shall be limited to, the amount Venture has actually been paid by Buyer.
7. **Confidentiality** – Venture is the sole owner of the information collected through Venture or via www.isccorp.net, Venture only has access to/collects information that Buyer voluntarily gives Venture. Venture will not sell or rent this information to anyone. Venture will use your information to respond to you, regarding the reason you contacted us. Venture will not share your information with any third party outside of our organization, other than as necessary to fulfill your requestor process an order. Unless you ask us not to, Venture may contact you via email in the future to tell you about specials, new products, marketing events or services, or changes to this privacy policy. You may opt out of any future contacts from us at any time, by contacting us via the email address or phone number provided on Venture's website. Venture's website contains links to other sites, and Venture is not responsible for the content or privacy practices of such other sites. Venture encourages users to be aware when they leave Venture's website and to read privacy statements of any other sites prior to providing Buyers' information to same.
8. **Offsets** – Buyer is not entitled to make any offset or retention hereunder, or withhold payments hereunder, and Buyer is prohibited to invoice or back-charge Venture for any amount not agreed to by Venture in writing.
9. **Miscellaneous** – This agreement is the exclusive statement of the parties with respect to the subject matter hereof, supersedes any prior or contemporaneous communications, shall be interpreted and enforced in accordance with laws of the State of Wyoming, and shall not be amended except in writing executed by Buyer and Venture. To the extent that any provision hereof is held illegal, invalid, or unenforceable in whole or in part, such provision or portion hereof will become ineffective, and will be deemed modified to the extent necessary to conform to applicable law so as to give maximum effect to such provision or portion hereof, and the balance hereof shall remain enforceable and binding between the parties. No waiver of the terms hereof (whether by course of dealing or otherwise) shall be effective unless in writing signed by the party to be charged with such waiver.

RESOLUTION NO. 14-309

A RESOLUTION AUTHORIZING A CONTRACT WITH VENTURE TECHNOLOGIES TO PROVIDE A NETWORK SWITCH AND ROUTER UPGRADE TO CITY FACILITIES.

WHEREAS, the City of Casper desires to upgrade the city network routers and switches, and to relocate the city phone system; and

WHEREAS, the project requires equipment and professional services for the planning, configuration, installation, and implementation of the network switches, routers, and relocation of the phone system.

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 Venture Technologies, to upgrade the city network router and switch and relocate the city phone system under the terms and conditions delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement in an amount not to exceed Two Hundred Thousand Thirty-Nine Dollars and Ten Cents (\$200,039.10).

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 20__.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Mayor

December 5, 2014

MEMO TO: John C. Paterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: Extending Marathon Building Space Lease Agreement With Natrona County

Recommendation:

That the Casper City Council, by resolution, authorize an amendment to the lease agreement with Natrona County for space in the Marathon Building, extending the lease through December 31, 2019.

Summary:

Since January 2005 the City has leased storage and parking space within the Marathon Building, located at 342 Market Street, to Natrona County. The original lease was extended for an additional five year period through December 31, 2014. This proposed amendment extends the lease through December 31, 2019.

This proposed amendment does not change any other terms of the lease. The lease continues to provide approximately 1,080 square feet of space to Natrona County for \$360 per month.

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

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is entered into as of the 1st day of January, 2015, by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation ("Lessor"), and Natrona County, Wyoming ("Lessee") for a portion of the building located at 342 Market Street, formerly known as the Marathon Building. Throughout this Amendment, Lessor and Lessee may individually be referred to as "Party" or together as "Parties."

RECITALS

- A. In 2005, the Lessor acquired the building located at 342 Market Street (formerly known as the Marathon Building) to provide storage capacity for various City departments.
- B. At the time of Lessor's acquisition, the Lessee was using the premises for records storage and vehicle parking.
- C. On January 18, 2005, the Lessor and Lessee entered into an initial five year Lease Agreement that terminates on December 31, 2009. On November 3, 2009, the Lessor and Lessee again entered into an Amendment to Lease Agreement for an additional five years which terminates on December 31, 2014.
- D. Under the terms of the Amended Lease Agreement, the Lessee only requires approximately 1,080 square feet of leased space, for the Natrona County maintenance staff, plus one additional parking space. This space noted on the attached floor plan shall remain the "leased premises" referenced throughout the Lease Agreement.
- E. Rent in the amount of Three Hundred Sixty Dollars (\$360.00) per month shall continue as outlined in the first Amendment to Lease Agreement dated the 3rd of November, 2009.

NOW, THEREFORE, inconsideration of the mutual promises and covenants contained herein, the Parties hereto agree by and between them to extend the Lease Agreement.

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 extended Amendment.

II. AMENDMENT TO THE LEASE AGREEMENT

1. LEASE TERM:

The original lease term and is hereby extended for an additional five (5) years, commencing on January 1, 2015, up to and including December 31, 2019.

2. RENT:

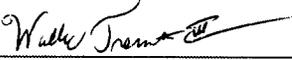
Monthly rental shall remain at Three Hundred Sixty Dollars (\$360.00).

III. RATIFICATION

The terms and conditions of the Lease Agreement, as modified by amendment and herein, are hereby ratified by the Parties and shall remain in full force and effect.

EXECUTED by the parties hereto on the _____ day of December, 2014.

APPROVED AS TO FORM:



Casper City Attorney

CITY OF CASPER, WYOMING
ATTEST:

LESSOR:
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

APPROVED AS TO FORM:

Natrona County Attorney

NATRONA COUNTY, WYOMING
WITNESS:

LESSEE:

County Clerk, Renea Vitto

Forrest Chadwick, Chairman
Board of Natrona County Commissioner

RESOLUTION NO. 14-310

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
LEASE AGREEMENT WITH NATRONA COUNTY FOR USE
OF CITY-OWNED PROPERTY AT 342 MARKET STREET.

WHEREAS, on January 18, 2005, the City of Casper entered into a lease agreement ("lease") with Natrona County for use of City-owned property located at 342 Market Street that was schedule to terminate on December 31, 2009; and,

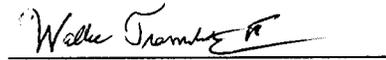
WHEREAS, the lease was amended on November 10, 2009 to extend the lease term through December 31, 2014; and

WHEREAS, the City of Casper and Natrona County desire to further amend the lease by extending the lease term until December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an amendment to the lease agreement with Natrona County for use of City-owned property at 342 Market Street under the terms and conditions set forth in the amendment.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

12/12/2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Authorization of Contract for Professional Services with the Casper Housing Authority to manage LifeSteps Campus

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with the Casper Housing Authority (CHA) to manage LifeSteps Campus, for the 5-year period beginning December 17, 2014 through November 30, 2019.

Summary:

The current contract with the Community Action Partnership of Natrona County (CAP) for the management of LifeSteps Campus expired on October 31, 2014. City staff issued a Request for Proposal (RFP) in September 2014 to solicit interest and options for the ongoing management of the campus. The Casper Housing Authority and Community Action Partnership submitted proposals which specifically addressed strategic visioning for the ongoing management and development of the campus. Following a formal interview with the City evaluation team of Linda Witko, V.H. McDonald, Liz Becher, and Joy Clark, staff recommended CHA for the management contract to the City Council at their October 28, 2014 work session.

The mission of the CHA is to provide quality affordable housing that is well integrated into the fabric of neighborhoods and serves as a foundation to improve lives and advance resident independence. CHA's proposal provided a new direction for the LifeSteps campus. The staff and Board are experienced in property management. The Housing Authority outlined their organizational plan in their formal response to the RFP. Their plan is exciting, aggressive, and achievable. Their partnership with the U.S. Department of Housing and Urban Development (HUD) continues to result in vouchers that can be used for existing programs or new Housing First initiatives to develop housing programs at LifeSteps Campus. The CHA will have on-site property management and maintenance, 24 hours/day.

Housing continues to be a major need in the Casper community. The City organized a housing coalition over a year ago to bring together our community housing partners and social service agency partners. The quarterly meetings address emergency, transitional, and permanent-supportive housing strategies, many of which are beginning to take shape.

A recent needs assessment identified the major housing issues in the community as availability, affordability, and credit. In addition to addressing these issues in the community, and at LifeSteps campus, the CHA plans to partner with CAP and the other local human service agencies to address health and nutrition, employment, transportation, education, and emergency preparedness.

A resolution has been prepared for Council's consideration.

PROPERTY MANAGEMENT CONTRACT

This Property Management Contract ("Contract") is entered into on this 8th day of December 2014, by and between the following parties:

1. The City of Casper, Wyoming ("Owner"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Casper Housing Authority ("Contractor"), 145 N. Durbin Street, Casper, Wyoming, 82601.

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

RECITALS

A. Owner holds title to the following-described real property: LifeSteps Campus located at 1514 East 12th Street, including all real property, buildings and structures ("the property"). A map of the property is attached as Exhibit A to this Contract.

B. Contractor is experienced in the business of operating and managing real estate similar to the property.

C. Owner desires to engage the services of Contractor to manage and operate the property, with the exception of one building, Building B (a.k.a., the Wilson Building). Throughout the rest of this document, where Contractor is responsible for managing and operating "the property," the parties agree and understand that Building B is not included as part of the managerial or operational duties of Contractor, however, maintenance of the grounds around Building B are included in this contract.

D. Contractor desires to provide such management and operational services under the terms and conditions of this Contract.

IN CONSIDERATION of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the parties agree as follows:

1. INCORPORATION OF RECITALS

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

2. EMPLOYMENT OF CONTRACTOR

2.1. Contractor shall act as the sole and exclusive Contractor of Owner to rent, manage, operate and maintain the property upon the conditions and for the term and compensation herein set forth.

2.2. Contractor hereby accepts such employment and agrees to perform all services necessary for the care, protection, maintenance and operation of the property herein set forth.

2.3. Owner shall work with Contractor on a reasonable, "as needed" basis to assist in making an orderly transition from Owner's current management, operation and maintenance of the property to Contractor's assumption of those responsibilities.

3. BEST EFFORTS OF CONTRACTOR AND INSPECTION BY OWNER

3.1. On assuming the management and operation of the property, Contractor shall thoroughly inspect the property and submit a written report to Owner. The written report shall contain the opinion of Contractor concerning the present efficiency under which the property is being managed and operated, and recommended changes, if necessary, in the management structure of the property, in the rehabilitation of the property, and any other matters that will improve the efficient management and operation of the property. After conferring with Owner and obtaining approval to make any necessary improvements, Contractor shall undertake completion of the improvements as warranted.

3.2. Owner reserves the right and the parties hereby agree that Owner may access and inspect the property at any time.

4. TERM OF EMPLOYMENT

This Contract shall commence on December 15, 2014. It shall be for a term of one (1) year, and shall be administratively renewable by the City Manager or his designee for up to four (4) additional, one (1) year terms at the sole discretion of the City, and subject to earlier termination as herein provided. This Contract will not be renewed unless Owner agrees in writing, before the expiration of the Contract term, to the renewal. Owner will consider a notice of request to renew the Contract provided that the request is submitted in writing by Contractor by September 15th of the then-current, annual term.

5. LEASING OF PROPERTY AND EXISTING LEASES

5.1. Contractor shall honor the current Lease Agreements through the end of their terms. At the end of each term, Contractor shall review the Agreement and determine with the lessee a renewal of the Agreement if approved by both parties.

5.2. Contractor shall make reasonable efforts to lease available space of the property, and shall be responsible for all negotiations with prospective tenants. Contractor

Cell Tower Lessee	Lease Start Date	Lease Expiration Date
Verizon Wireless	11/1/2004	10/31/2019
Alltel	6/17/2008	6/16/2028

6. ADVERTISING AND PROMOTION

Contractor shall advertise vacancies by all reasonable and proper means, provided that Contractor shall not incur expenses for advertising in excess of Two Hundred Fifty Dollars (\$250.00) per quarter during any calendar quarter without the prior written consent of Owner.

7. MAINTENANCE, REPAIRS AND OPERATIONS

7.1. Contractor shall use its best efforts to ensure that the property is maintained in an attractive condition and in a good state of repair. In this regard, Contractor shall use its best skills and efforts to serve the tenants of the property and shall purchase necessary supplies, make contracts for, or otherwise furnish, electricity, gas, fuel, water, telephone, window cleaning, cleaning of all common areas and public bathrooms, refuse disposal, pest control, snow removal, lawn care, lawn trimming, and any other utilities or services required for the operation of the property.

7.2. Contractor shall make or cause to be made, supervise, and pay for all necessary repairs and alterations which are estimated to cost between Zero Dollars (\$0.00) and One Thousand Dollars (\$1,000).

7.3. Expenditures for repairs, alterations, or capital improvements in excess of One Thousand Dollars (\$1,000) shall not be made without prior written consent of Owner, except in the case of emergency, or if Contractor, in good faith, determines that such expenditures are necessary to protect the property from damage, or to prevent injury to persons or loss of life. Additionally, Contractor shall not make any repairs, alterations or capital improvements to the property that substantially changes the character of the property without the prior written consent of Owner. If Contractor makes expenditures of One Thousand Dollars (\$1,000) or more in accordance with this paragraph, Owner will be responsible for the cost of such repairs and Owner shall pay Contractor such costs within a reasonable amount of time after the expenditure is made by Contractor.

7.4. Contractor shall arrange for and be responsible for annual inspections of the fire suppression system, fire alarms, fire extinguisher, general fire safety, emergency and light systems, alarm monitoring, pest control, and purchase or contracts for rugs for common areas.

7.5. Contractor is responsible for the semi-annual cleanouts of sewers, hydro-jetting all main lines, and servicing all swamp coolers in buildings on Campus with the exception of Building B.

7.6. Contractor understands that several maintenance contracts are currently in

shall also have the right to execute and enter into, on behalf of Owner, month-to-month tenancies of units of the property. Contractor may negotiate all extensions and renewals of month-to-month tenancies and leases. Except for month-to-month tenancies, Contractor shall not, without the prior written consent of Owner, enter into any lease for a term less than *twelve* (12) months or more than *thirty-six* (36) months. Contractor shall have the right to make concessions, including rental concessions, as inducements to prospective tenants to occupy the property.

5.3. Contractor shall use a lease template that has at least all of the substantive provisions of Owner’s current lease template. Prior to any leases or month-to-month tenancy being executed under this Contract, the parties shall agree in writing on an acceptable lease template.

5.4. The parties hereto acknowledge that Owner’s general purpose for leasing LifeSteps campus is to assist not-for-profit businesses in providing services to Natrona County residents, especially for the necessary support of the poor. Therefore, Contractor shall not, without the prior written permission of Owner, lease or rent all or any portion of the property to a *for profit* business without the prior written consent of Owner. It is understood and agreed that any entity which leases space for a housing program on the LifeSteps campus will be required to pay the standard HUD Fair Market HCV 0-Bedroom Voucher rate, plus the standard HUD HCV administrative fee, per unit, per month.

5.5. The parties acknowledge that Owner shall assign its current leases to Contractor (excluding any lease for a wireless communication center/cell tower). The leases are attached as Exhibits B - G and generally described as follows:

Tenant Name	Bldg	Ste#	Pkg	Sq.Ft.	Rental \$	Lease Start Date	Lease Expire Date
All About Family	C	105	5	3,230	\$ 28,843.90	10/1/2014	6/30/2015
Vacant	D	103	3	2,201			
Vacant space	E	107	3	2,690			
Wyoming Child & Family Development	E	201	2	2,690	\$ 24,021.70	7/1/2014	6/30/2015
CAP-Transitional Housing	E	203	1	3,430	\$ 30,629.00	7/1/2014	6/30/2015
CAP-Health Care for the Homeless	E	300	3	4,350	\$ 38,845.50	7/1/2014	6/30/2015
CAP-Transitional Housing	F		2	4,555	\$ 40,676.15	7/1/2014	6/30/2015
All About Family	H	Bldg	2	2,690	\$ 24,021.70	7/1/2014	6/30/2015

5.6. Existing wireless communication/cell tower leases will not be assigned by Owner to Contractor. Contractor specifically takes management of the property subject to the wireless communication/cell tower leases that currently exist on the property. The wireless communication/cell tower leases are generally described as follows, and are attached as Exhibits K and L to this contract:

time or full-time), day-care center personnel, and all other individuals located, rendering services or performing activities on the property in connection with its operation.

9. GOVERNMENT REGULATIONS

Contractor shall manage the property in full compliance with all laws and regulations of any federal, state, county or municipal authority having jurisdiction over the property.

10. INSURANCE AND NONINDEMNIFICATION

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

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

10.2. Contractor shall provide Owner 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 Owner of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers Compensation insurance, shall list Owner as an additional insured.

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

10.4. 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 Owner having the option to immediately terminate this Contract.

10.5. 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.

place for the property (as described in Section 7.7 below). Contractor is responsible for having the maintenance of the property continued during the term of this Contract and any subsequent renewals. Where practical, Contractor shall work with the existing maintenance vendors to have the existing maintenance contracts assigned to the Contractor. City shall not unreasonably withhold its consent to any such assignment. Where assignment of a contract is not possible, Contractor shall execute contracts with existing or alternate maintenance vendors to perform the same level of maintenance or better than under the current maintenance contracts. In the event that a maintenance vendor will not agree to assignment of the contract or to execute a new contract with the Contractor, then the Contractor shall notify the Owner in writing; the Owner shall leave the existing contract(s) in place, and the Contractor shall either reimburse the Owner for payments made under the Contract, or make timely payments to the Contractor directly.

7.7 All of the existing contracts and pricing proposals with vendors mentioned in paragraphs 7.4 – 7.6 are attached to this Contract as Exhibits H – J. The parties understand and agree that the City has an existing contract with Kone to service all of its elevators within the City of Casper, which cannot be assigned to the Contractor. As such, Contractor will pay Kone directly for services performed at the property by Kone.

Service Company	Service	Contract Beg	Contract End	Cost
API Western Monitoring	Fire Svc Monitoring	2/26/2013	2/25/2018	\$ 315.00
Long Mechanical Solutions	HVAC Maintenance	3/1/2014	2/28/2015	\$ 17,250.00
Roto Rooter	Water Line Cleaning	no contract	calls 1st	\$220.00/net hourly
Kone-Contract w/City	Elevator	n/a	n/a	billed annually
Terminix	Pest Control	no current contract / special LifeSteps rate \$54.mo		

7.8. If Contractor utilizes funding sources other than rents received from tenants or Owner funding for maintenance, repairs or operations (e.g., uses capital funds, general funds, Community Development Block Grants), Contractor must first obtain written authorization from the Owner’s Community Development Director (“CDD”) before such work may begin. Upon approval by the CDD, Contractor will be responsible for obtaining all bids and ensuring the work is accomplished in a professional, workmanlike manner, meeting all City codes and passing required City inspections.

8. EMPLOYEES

8.1. Contractor shall employ, discharge and supervise all on-site employees or contractors required for the efficient operation and maintenance of the property. All on-site personnel, except independent contractors and employees of independent contractors, shall be the employees of Contractor. Contractor shall pay the salaries of such on-site employees and, to the extent there are revenues from the property available, pay all charges for services rendered by independent contractors.

8.2. On-site personnel shall include all resident personnel, including, but not limited to, managers and maintenance personnel, all recreational personnel (whether part-

assessments, debt service, insurance premiums, repairs (other than normal maintenance), replacement of personal property, and refundable deposits. Contractor shall use its best judgment in transferring adequate funds from the trust account to the reserve account in order to pay the above items without incurring late pay interest fees, cancellations or forfeitures. If the reserve account contains inadequate funds to pay any of the above items, Contractor must obtain approval from Owner before paying the items directly from the trust account. The reserve account shall be maintained in an interest-bearing savings account in a national or state bank that is a member of the Federal Deposit Insurance Corporation.

13.2. Anything in this Contract to the contrary notwithstanding, Contractor shall not be liable for any failure or bankruptcy of any bank used as a depository of any funds maintained in the reserve account.

13.3. The Owner shall convey to the Contractor all refundable deposits currently held by the previous Contractor. The deposits total Six Thousand and One Dollars and two cents (\$9,567.91) as follows:

Wyoming Child & Family	-	\$1,685.73
CAP- Transitional Housing (E)	-	\$2,143.75
CAP- Transitional Housing (F)	-	\$3,389.68
CAP- Healthcare for Homeless	-	\$2,348.75

14. RECORDS AND REPORTS

14.1 Contractor will keep books, accounts and records that reflect all revenues and all expenditures incurred in connection with the management and operation of the property. The books, accounts and records shall be maintained at the principal place of business of Contractor. Contractor shall, during regular business hours, make the books, accounts and records required to be maintained under this Contract available to Owner or the representatives of Owner for examination and audit by appointment or no less than three (3) calendar days' prior notice. All such audits shall be at the expense of Owner.

14.2. Contractor shall furnish Owner, no later than the fourteenth day of the next succeeding month, a detailed statement of all revenues and expenditures for each preceding month, a summary of all concessions and rental concessions given to induce prospective tenants to occupy the property, a copy of all invoices, statements, purchase orders and billings received and paid during such preceding month, as well as such other information relating to the operation or management of the property that, in the opinion of Contractor, requires the attention of Owner. Contractor shall retain for safekeeping and store all original invoices, statements, purchase orders, billings and other documents delivered by Contractor with respect to the property. Owner, on payment of reasonable costs incurred by it, shall make available to Contractor copies of all or any portion of any invoice, statement, purchase order, billing report or other document received from Contractor with respect to the property.

14.3. Within thirty (30) days after the end of each calendar year, Contractor shall

10.6 Owner shall maintain the existing property insurance for the property under Wyoming Association of Risk Management guidelines and requirements.

10.7. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other, except as provided in the *Debts, Liens and Encumbrances* section of this Contract (Section 37).

11. COLLECTION OF INCOME; INSTITUTION OF LEGAL ACTION

11.1 Contractor shall use its best efforts to collect promptly all rents and other income issuing from the property when such amounts become due.

11.2 Contractor shall, in the name of Owner, execute and serve such notices and demands on delinquent tenants as Contractor may deem necessary or proper. Contractor, in the name of Owners, shall institute, settle or compromise any legal action and make use of such methods of legal process against a delinquent tenant or the property of a delinquent tenant as may be necessary to enforce the collection of rent or other sums due from the tenant, to enforce any covenants or conditions of any lease or month-to-month rental Contract, to recover costs for any tenant caused damages, and to recover possession of any part of the property. No other form of legal action, except an action to remove a debt, lien or encumbrance as described in Section 37 of this Contract, will be instituted and no settlement, compromise, or adjustment of any matters involved in the same shall be made without the prior written consent of Owner, except when Contractor reasonably determines that immediate action is necessary. Provided, however that Contractor has the authority to institute forcible entry and detainer proceedings under Wyo. Stat. Ann. §§ 1-21-1001, *et seq.* as necessary to evict delinquent tenants.

12. BANK ACCOUNTS

Contractor shall deposit (either directly or in a depository bank for transmittal) all revenues from the property into the general property management trust fund of Contractor, here referred to as the trust account. The trust account shall be maintained at all times in a national or state member bank that is a member of the Federal Deposit Insurance Corporation. Contractor shall not commingle any of the above-described revenues with any funds or other property of Contractor. From the revenues deposited in the trust account, Contractor shall pay all items with respect to the property for which payment is provided in this Contract, including the compensation of Contractor and deposits to the reserve accounts as provided for in Section 13 of this Contract.

13. RESERVE ACCOUNT

13.1. Contractor shall establish a reserve account for the following items: taxes,

Cooktop (Kitchenaid)	Asset # 010109
Water Heater	Asset # 005675
<i>BUILDING D</i>	
Refrigerator (Whirlpool) {purchased 12/08}	Asset # 005697
Hydrotherm Gas Furnace	Asset #010061
Bradford Water Heater	Asset # 005700
Clothes Dryer (Whirlpool)	Asset # 005699
2 Purdue 3 Drawer Dressers	Asset # 010056 & 58
GE Almond Black Stove/Oven/Hood	Asset # 005698
Desk (Hon)	Asset # 010060
Stove/range (Whirlpool)	Asset # 010041
Dishwasher (Whirlpool)	Asset # 010113
Kitchen Table (5 Yrs old- solid oak materials)	Asset # 010043

prepare and deliver to Owner a detailed statement of revenues received and expenditures incurred and paid during the calendar year that result from operations of the property. Within thirty (30) days, following expiration or termination of this Contract, Contractor shall deliver to Owner all books, accounts and records pertaining to the property.

15. COMPENSATION OF CONTRACTOR

With the exception of rents that are paid to Owner under existing wireless communication/cell tower leases on the property, Contractor shall retain all rents paid by tenants and collected by Contractor from the operation of the property. Rents are defined as all revenues collected minus refundable deposits. Contractor may pay itself from the management trust fund described in Section 12 of this Contract within five (5) days from the end of the month for the preceding month. Owner shall retain all revenue from leases for cell towers located on the property.

16. OFFICE SPACE FOR CONTRACTOR

Owner shall allow Contractor to occupy space for one office on the property with a location that is mutually agreed upon by Owner and Contractor, rent-free, for the duration of this Contract. *All expenses other than rent incurred by Contractor in the occupation and use of this office space shall be borne by Contractor, except as otherwise specified in this Contract.*

17. PERSONAL PROPERTY USE

Owner hereby allows the Contractor to use, free of charge, any and all of the following personal property for the term of this Contract:

<u>Description of Item Conveyed</u>	<u>Asset Number, Serial # or Other Identifier</u>
<i>BUILDING C:</i>	
Dishwasher (Kenmore)	Asset # 010111
Oven (General Electric)	Asset # 010110

Whirlpool Washer/Dryer Combo	Asset # 010116
<i>BUILDING F:</i>	
Oval conference table	Asset # 002749
Metal Wire Shelving (Garage)	Asset # 010021
Cabinets-attached, 3 base units, 4 upper units (8/07)	Asset # 010023
Window air conditioner Purchased 6/08	Asset # 002750
Aluminum multi-position folding ladder	Asset # 005258
Window air conditioner purchased 6/08	Asset # 010008
32 foot ladder	Asset # 010024
Window air conditioner purchased 6/08	Asset # 010006
Quincy Blue Compressor	Asset # 005691

Six (6) oak dining room chairs to match table	Asset # 010044-010049
<i>BUILDING E:</i>	
Six (6) window air conditioning units 5,000 BTU {purchased 2008}	Asset #s 005684-89
Window air conditioning unit 8,000 BTU {purchased 2008}	Asset # 005690
General Compressor	Asset # 005682
Quincy Compressor	Asset # 010039
AO Smith Water Heater	Asset # 010038
Burnham Boiler	Asset # 010037
Walk-In Refrigerator	Asset # 010068
Broan Nutone Range Hood	Asset # 005683
Broan Nutone Range Hood	Asset # 010064
Kitchen Cabinets, Countertops	Asset # 010065

AO Smith Water Heater	Asset # 005681
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18. ADDITIONAL DUTIES AND RIGHTS OF CONTRACTOR

18.1 In addition to the foregoing, Contractor shall perform all services that are necessary and proper for the operation and management of the property, and shall report to Owner promptly any conditions concerning the property that, in the opinion of Contractor, require the attention of Owner.

18.2. In order to properly perform the services required by this Contract, Contractor is authorized to engage, on behalf of Owner, any entity that is an affiliate of Contractor, provided that the compensation paid for the services shall be competitive with nonaffiliated entities providing the same or similar services.

19. TERMINATION OF CONTRACT:

19.1. Owner may terminate this Contract anytime by providing one hundred eighty (180) 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 Contractor under this Contract shall, at the option of Owner, become its property, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

19.3. Upon termination of this Contract, Contractor shall assign all existing leases and deposits between the Contractor and Lessees to the Owner.

20. TERMINATION FOR CAUSE

If Contractor breaches any of the terms of this Contract, Owner shall give Contractor written notice of such breach. If Contractor fails to remedy the breach within *thirty (30)* days after receiving the above-described notice, Owner may terminate this Contract.

21. SALE OF PROPERTY

Thermal Solutions Boiler	Asset # 005692
Bradford Water Heater	Asset # 005693
Stove/Range (Whirlpool) In storage on-Campus	Asset# 010114
Refrigerator (Whirlpool) In storage on-Campus	Asset # 010112
Water Heater In storage on-Campus	Asset # 041851
Office Desk	Asset # 002717
Bradford Water Heater	Asset # 005695
<i>BUILDING K:</i>	
Thirty Four (34) cane backed chairs w/vinyl seats and tubular construction	Numbers are on City Fixed Asset Inventory List
Ten (10) round folding tables	Asset #s 010069-010078
Swamp Cooler-Kitchen	Tag won't stick-ceiling unit

covenants as well as conditions.

28. NOTICE

All notices, requests, demands or other communications under this Contract shall be in writing, and shall be deemed to have been duly given if delivered in person, or within *seven (7)* days after deposited in the United States mail, postage prepaid, certified, with return receipt requested, or otherwise actually delivered to Owner, Attention: Community Development, at 200 North David Street, Casper, WY 82601, or to Contractor at 154 N. Durbin St., Casper, WY 82601. Either party to this Contract may change the address at which it receives written notices by so notifying the other party to this Contract in writing.

29. PARTIES BOUND; ASSIGNMENT

This Contract shall be binding on and inure to the benefit of the successors and assigns of the parties to this Contract, and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without prior written consent of Owner, or by Owner without prior written consent of Contractor.

30. EFFECT OF PARTIAL INVALIDITY

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this Contract.

31. CHOICE OF LAW AND VENUE

31.1. This Contract has been made and entered into in Wyoming, and its interpretation and enforcement of it shall be governed and construed in accordance with the laws of the State of Wyoming.

31.2. Any litigation regarding this Contract shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

32. INTEGRATION

The drafting, execution and delivery of this Contract by the parties have been induced by no representations, statements, warranties or agreements other than those expressed in this Contract. This Contract embodies the entire understanding of the parties, and there are no further or other Contracts or understandings, written or oral, in effect between the parties relating to the subject matter of this Contract unless expressly referred to in this Contract.

33. MODIFICATION

On the voluntary sale of the property by Owner and the delivery of the deed of conveyance, this Contract shall automatically terminate. Owner shall notify Contractor of the sale of the property as soon as such sale is negotiated.

22. CONDEMNATION

This Contract shall terminate in the event of a total condemnation of the property. If there is a partial condemnation of the property, this Contract may be terminated at the option of Owner. If such a partial condemnation of the property reduces the compensation of Contractor by more than twenty percent (20%), Contractor may terminate this Contract. Owner shall be entitled to all consequential damages awarded as a result of any eminent domain proceeding.

23. BANKRUPTCY

If bankruptcy proceedings, whether voluntary or involuntary, are commenced against either Owner or Contractor, or if either party enters into a composition Contract with its creditors, either party may terminate this Contract by giving *seven (7)* days' written notice to the other party.

24. NO PROPERTY INTEREST CREATED

Nothing contained in this Contract shall be deemed to create or shall be construed as creating in Contractor any property interest in or to the property.

25. LICENSING OF CONTRACTOR

Contractor shall at all times during the term of this Contract maintain such licenses and permits as are required for any of the various services to be performed by Contractor on behalf of Owner.

26. CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee of Owner for any purpose. Anything contained herein to the contrary notwithstanding, Owner does not in any way or for any purpose become a partner of Contractor in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Contractor hereunder.

27. COVENANTS AND CONDITIONS

All of the terms and conditions of this Contract are intended to be construed as

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 (CITY ATTORNEY'S OFFICE):

Willow Trammell

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

WITNESS:

CONTRACTOR:

CASPER HOUSING AUTHORITY

By: K. Summerall-Wright
Printed Name: Krist Summerall-Wright
Title: Executive Director

By: John Lichty
Printed Name: John Lichty
Title: Board of Commissioners - Chair

This Contract may not be modified unless such modification is in writing and signed by both parties to this Contract.

34. WYOMING GOVERNMENTAL CLAIMS ACT

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

35. 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.

36. TAXES AND ASSESSMENTS

Contractor agrees to pay to the Natrona County Treasurer on behalf of Owner any and all taxes and assessments that may be assessed against the property upon reasonable notice by Owner as to the amount due and owing.

37. DEBTS, LIENS AND ENCUMBRANCES

Contractor agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the Premises, and shall allow no liens to be placed against the demised property. Contractor shall obtain unconditional lien releases from any person performing any work, services or providing materials to the property in excess of One Thousand Dollars (\$1,000). Contractor shall indemnify Owner for all costs, including attorney fees, against any lien or encumbrance that is file or placed on the property.

38. SURVIVAL

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment, completion and acceptance of the services and termination or completion of the Contract.

Life Steps Campus

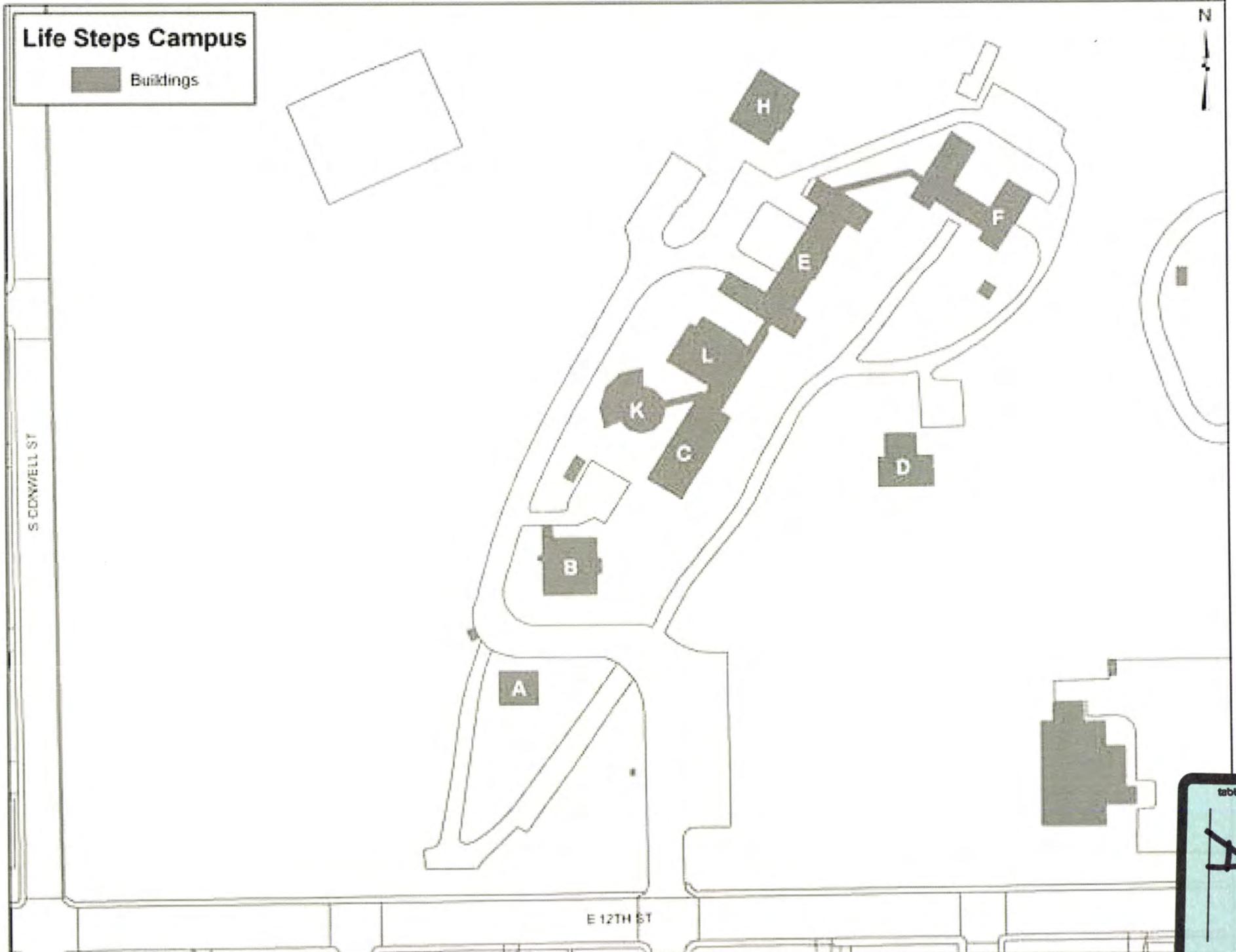
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LEASE AGREEMENT ("Lease")
LifeSteps Campus

THIS LEASE, entered into this 29 day of July, 2014, by and between the following parties:

1. Community Action Partnership of Natrona County, 800 Werner Ct., Ste. 201, Casper, Wyoming, 82601 ("Lessor").
2. All About Family, Inc., P.O. Box 18, Evansville, WY 82636 ("Lessee").

Throughout this document, Lessor and Lessee may be collectively referred to as the "parties."

IN CONSIDERATION of the rents, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor the following real and personal property, under the terms herein set forth (said property hereinafter referred to as the "Premises"):

Certain property (as defined below), including all its improvements or improvements to be provided by Lessor under the terms of this Lease (if any) being more fully described below, located in part of the North West quarter of the South East quarter (NW/4 SE/4) of Section 10, Township 33, Range 79, in the City of Casper, County of Natrona, State of Wyoming, more commonly known as LifeSteps Campus located at 1514 East 12th Street, #105 Casper, Wyoming, specifically the Premises known as Building C.

THE "PREMISES" ARE LEASED TO LESSEE "AS IS" WITH ALL FAULT, WITHOUT WARRANTY, EXPRESS OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE AND LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM ("Lease Term"):

2.1 The term of this Lease shall be for a period of zero (0) year(s) and nine (9) month(s) commencing on October 1, 2014 ("Commencement Date") and ending June 30, 2015.

2.2 Lessee may request an extension of the Lease for an additional one (1) year term under the same terms and conditions contained herein, provided, however, that

the Lessee shall make such request in writing at least ninety (90) days prior to the end of the Lease Term. If Lessor does not agree in writing to extend the Lease, it shall expire at the end of the Lease Term. Rent for such renewal period, may, at the option of the Lessor, be increased.

3. ACCESS BY LESSOR:

3.1 The Lessor reserves the right of ingress and egress to and from all areas of the Premises at any time for the purpose of maintenance, public safety, and inspection purposes.

3.2 Lessor and its agents shall have the right to enter and examine the Premises at all reasonable times, to show it to prospective purchasers or prospective lessees, to maintain flowers, plants and other facilities in the common area, and to make such repairs as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon the Premises as may be required without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no way abate while the repairs are being made, by reason of loss or interruption of business of Lessee, or otherwise. However, Lessor and Lessee each shall cooperate with the other to the end that making such repairs and maintenance shall interfere as little as practically possible with the Lessee's business. During the six months prior to the expiration of the Lease Term, Lessor may place upon the Premises the usual notices "For Lease" or "For Rent" which notices Lessee shall permit to remain thereon without molestation.

4. INSPECTION PRIOR TO LEASE RENEWAL:

Lessor shall conduct an inspection of the Premises prior to any Lease renewal. This inspection shall denote any repairs which must be made by the Lessee to bring the building or other property to the same or better condition than it was prior to the Lessee's occupation of the Premises.

5. HOLDING OVER AND SURRENDER:

5.1 Holding Over. If Lessee should remain in possession of the Premises after the expiration of the Lease Term and without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease, specifically including the payment by Lessee of all rents, rent increases, utility charges and other charges due until the tenancy is terminated in a manner provided by law.

5.2 Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Premises, broom clean, in good condition and repair (reasonable wear and tear, excepted), together with all alterations, additions and improvements that may have been made in, to or on the Premises except movable furniture or unattached movable trade fixtures put in at Lessee's expense.

Lessee shall ascertain from Lessor within thirty (30) days before the end of the Lease Term whether Lessor desires to have the Premises or any part of the Premises, restored to their condition when the Premises were delivered to Lessee, and if Lessor shall so desire, then Lessee shall restore the Premises, or such part of the Premises, before the end of the Lease Term at Lessee's sole cost and expense. On or before the end of the Lease Term, Lessee shall remove all its property from the Premises, and all property not removed shall be deemed abandoned by Lessee. If the Premises are not surrendered at the end of the Lease Term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding lessee founded on the delay.

5.3. Survival of Obligations. All obligations of Lessee under this Lease not fully performed as of the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term. If Lessee's failure to perform prevents Lessor from reletting the Premises, Lessee shall continue to pay rent until such performance is complete. Upon the expiration or earlier termination of the Lease Term, Lessee shall pay to Lessor the amount, as estimated by Lessor, necessary to repair and restore the Premises as provided in this Lease and/or to discharge Lessee's obligations for unpaid amounts due or to become due to Lessor. All such amounts shall be used and held by Lessor for payment of such obligations of Lessee, with Lessee being liable for any additional costs upon demand by Lessor, or with any excess to be returned to Lessee after all such obligations have been determined and satisfied. Any otherwise unused Security Deposit shall be credited against the amount payable by Lessee under this Lease.

6. RENT AND UTILITIES:

6.1 Base Rent Plus Shared Utilities. The Lease rental for the Lease Term shall be the total yearly sum of Twenty Eighty Thousand Eight Hundred Forty-Three Dollars and Ninety Cents (\$28,843.90), which is calculated as shown in the *Rent Calculation Table* below, and shall be paid in monthly installments of Two Thousand Four Hundred Three Dollars and Sixty Six Cents (\$2,403.66). The Lease rental is due and payable by the Lessee to the Lessor on the first day of each month through the end of the Lease Term, upon the execution of this Lease by all parties. Such rent payments shall be remitted to Community Action Partnership of Natrona County, Suite 201, 800 Werner Ct., Casper, Wyoming 82601.

Rent Calculation Table

	Premises Square Feet	Yearly Per Square Foot	Yearly Total	Monthly Total
Base Rent	3,230	4.29	\$13,856.70	\$1,154.73
Shared Metered Gas	3,230	2.68	\$8,656.40	\$721.37
Shared Metered Electric	3,230	0.92	\$2,971.60	\$247.63
Shared Metered Water	3,230	1.04	\$3,359.20	\$279.93
Lease Rental Totals			\$28,843.90	\$2,403.66

If "N/A" or "0" is shown in the *Rent Calculation Table*, it means that the particular utility type referenced is metered separately and shall be paid by the Lessee in accordance paragraph 6.2 of this Agreement.

6.2 Separately Metered Utilities. Lessee shall pay when due, at its sole cost and expense, all charges, surcharges, license or permit fees, liens, assessments or other expenses for water, gas, heat, electricity, power, cable, telephone service, storm and sanitary sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Lessee or any of its sub-lessees, licensees or concessionaires during the Lease Term.

6.3 Utility Interruption. In no event shall Lessor be liable for an interruption or failure in the supply of such utilities to the Premises.

6.4 Prorated Rent. In the event that the Commencement Date is on a day of the month other than the first, rent payable for that month shall be prorated to that number equal to the base rent divided by the number of days, including the Commencement Date, remaining in the month to determine the rent then payable.

6.5 Security Deposit. To secure the prompt and faithful payment of the rental in this Lease and the faithful performance by Lessee of all the other covenants and conditions to be performed, Lessee has, concurrently with the execution of this Lease, deposited with Lessor the sum specified of Two Thousand Four Hundred Three Dollars and Sixty-Six Cents (\$2,403.66), equal to one month's rent the receipt whereof is hereby acknowledged by Lessor, in exchange for cleaning and preparation of building C to be done by the Lessee. If the Lessee defaults in any payment of rental or fails to perform any of the other covenants or conditions, Lessor shall have the right to apply the security deposit, or any portion of it, toward the curing of the default or failure. In the event of any such application by Lessor, Lessee shall, upon written demand of Lessor, immediately deposit with Lessor a sufficient amount of cash to restore the security deposit to the original amount, and Lessee's failure to do so within ten (10) days after receipt of such demand from Lessor shall carry with it the same consequences as failure to pay an installment of rent due under this Lease. If this Lease is terminated for any other

reason than default by the Lessor, Lessor shall have the right to retain the security deposit until the expiration of the term of this Lease by lapse of time (whether or not this Lease has been earlier terminated) so that the full damages of Lessee may be ascertained. At the expiration of the term of this Lease by a lapse of time, if the Lessee has paid all of the rental due under this Lease and fully performed all of the other covenants and conditions, Lessor shall return to Lessee the security deposit, less any portion which may have been utilized by Lessor to cure any default or any damages suffered by Lessor, reasonable wear and tear excepted.

Neither the security deposit nor the application of it by the Lessor shall be a bar or defense to any action for unlawful detainer or to any action which Lessor may at any time commence for a breach of any of the covenants or conditions of this Lease. No interest shall accrue to Lessee or be payable by Lessor on account of the security deposit. Lessor's obligations with respect to the security deposit are those of a debtor and not a trustee. Lessor can maintain the security deposit separate and apart from Lessor's general funds or can commingle the security deposit with Lessor's general and other funds.

6.6 Late Payments and Grace Period. Lessee recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Lessor, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Lessee therefore agrees that if rent or any other sum due under this Lease is not paid within ten (10) days of the first of each month, a late charge shall be imposed in an amount equal to the greater of: (a) One Hundred Dollars (\$100.00), or (b) a sum equal to five percent (5%) of the unpaid rent or other payment for each month (measured from the due date) during which it is delinquent. The amount of the late charge to be paid by Lessee shall be reassessed and added to Lessee's obligation for each successive monthly period until paid. The provisions of this Section shall not relieve Lessee of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section in any way affect Lessor's remedies under any other section of this Lease when rent or other payment is unpaid after the date due.

7. TERMINATION:

7.1 Termination by the Lessor.

7.11 Termination for Cause. The Lessor has the right to immediately terminate this Lease for cause upon written notice to the Lessee of such termination (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings in law, in equity or before any administrative tribunal, which might have the effect of preventing Lessee from complying with the terms of this Lease). Both parties agree that any breach of any of the terms or conditions of this Lease by the Lessee shall constitute cause for termination.

7.12 Termination without Cause. Lessor may terminate this Lease, without

cause and without declaring a default, by providing written notice to Lessee thirty (30) days before the intended termination or next rental due date. This termination ability is in addition to that which is provided for in Section 2 above.

7.2 Termination by the Lessee. Lessee may terminate this Lease provided however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date.

8. USE:

8.1 Lessee shall use the Premises for All About Family, Inc. for the purposes of providing *high quality skilled care to individuals needing residential and/or day habilitation, and skilled nursing services*, or any other use which is reasonably comparable, and for no other purpose. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority, which are applicable to the conduct of Lessee's business. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties.

8.2 Other than guide, signal, certified therapy and Seeing Eye dogs ("allowed dogs"); Lessee shall not keep or allow in the Premises any pets, animals, birds, fish or reptiles. Lessee shall maintain the property in at least the same condition it is currently in, and shall not allow the Premises to become unclean, unsightly or unsafe as determined by the Lessor.

8.3 In order to protect the health and safety of other tenants, the Lessee shall be responsible for the removal of waste products produced by the allowed dogs. The Lessee shall immediately remove waste materials and dispose of properly.

9. ANNUAL OPERATIONS PLAN:

The Lessee, within sixty (60) days of the execution of this Lease, shall submit an Operations Plan to the Lessor or his designee. The plan shall specify days, and hours of operation for those days. The plan will pertain to the term of this Lease and shall commence thirty (30) days after its submission. In the event the Lessor or his designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

10. ALTERATIONS, ADDITIONAL FACILITIES OR FIXTURES:

10.1 No alterations, modifications or additions to the Premises may be made without written permission of Lessor. If written permission is granted, the alterations, modifications or additions shall meet all applicable City, State, or

Federal requirements, and such other requirements as may be prescribed by the Lessor.

10.2 The plans and specifications for any temporary or permanent facility or fixture shall be submitted for approval of the Lessor. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Lessor or his designee shall have the authority to approve or disapprove of all such facilities or fixtures placed upon or proposed to be placed upon the Premises.

10.3 Lessee may, at termination of this Lease, remove all equipment, facilities or fixtures that are of a temporary nature. Any permanent facility or fixtures shall be considered the property of the Lessor.

10.4 The Lessor reserves the right to make such improvements to the property as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the Premises.

11. MAINTENANCE, DAMAGE AND REPAIRS:

11.1 Lessee has the obligation to maintain the Premises in good order and repair during the term of this Lease

11.2 Lessor shall, during the term of this Lease or any renewals, make repairs to the Premises in which each single incident of repair exceeds Two Hundred Fifty Dollars (\$250.00) per occurrence, provided that such repairs were not caused by the purposeful, knowing, reckless, or negligent conduct ("damaging conduct") of the Lessee. If repairs become necessary because of damaging conduct by the Lessee, Lessee is liable for the full cost of restoring the Premises to its original condition or better, and for all damages that occur as a result of such conduct.

11.3 The Lessee shall be responsible for all minor repairs to the Premises in which each single incident of repair is less than or equal to Two Hundred Fifty (\$250.00) per occurrence and be responsible for making and paying for such repairs in a timely manner. Lessee shall, except in the case of an emergency, inform the Lessor, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that will be made. The Lessor has no obligation to inspect the Premises for needed repairs. The Lessee shall be liable to Lessor for damages caused as a result of Lessee's operations or failure to repair the Premises.

11.4 The Lessee shall be responsible for all minor maintenance to the Premises in which each single incident of maintenance is less than Two Hundred Fifty (\$250.00) per occurrence and be responsible for making and paying for such

maintenance in a timely manner. For routine maintenance (e.g., changing light bulbs), no notification to the Lessor is required. The Lessor has no obligation to inspect the Premises for needed maintenance. The Lessee shall be liable to Lessor for damages caused as a result of Lessee's operations or failure to maintain the Premises.

11.5 It is the intent of the Lessor to insure that the facility is maintained so as to present as visually pleasing appearance as possible. Lessee shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of its operations on the Premises.

11.6 Materials that are used periodically on a temporary basis for the conduct of the Lessee's operations shall be neatly arranged and generally removed from the sight of the casual observer.

12. PARKING:

12.1 Parking Spaces. There are a total of 70 parking spaces at the LifeSteps campus. 5 are reserved for this Premise, 19 are reserved for other Premises, and there are 46 unreserved, shared parking spaces. The spaces reserved for this Premises are currently designated as space numbers 59, 60, 61, 62, and 63, and are shown on the attached map, dated September, 15, 2010, which is made a part of this Agreement and labeled as LifeSteps Parking Map. The location of the designated spaces may be changed from time to time by the Lessor, in writing, at its sole discretion.

12.2 Vehicle Parking. Lessee shall have exclusive use of the reserved parking space(s) designated in Paragraph 14.1 (as they may be amended from time to time), and may park additional vehicle(s) in the unreserved, shared parking spaces, if space is available. Lessee shall not use more parking spaces than specified without the written permission of the Lessor. Parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks ("Allowed Vehicles"). No vehicles other than Allowed Vehicles may be parked at the LifeSteps campus without the prior written permission of the Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors, licensees, guests or invitees to be loaded, unloaded, or parked in areas other than those designated in Paragraph 14.1.

(b) Lessee shall not store any vehicles in the unreserved parking spaces.

(c) If Lessee permits or allows any of the prohibited activities described in this Section, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to the Lessee, which cost shall be immediately payable upon demand by the Lessor.

12.3 Parking Rules and Regulations. Lessor, at its sole discretion, may regulate the loading and unloading of vehicles by adopting rules and regulations, which the Lessor may establish, modify, amend, and enforce for the management safety, care and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other lessees or tenants of the LifeSteps Campus and their licensees, guests and invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors, licensees, guests and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said rules and regulation by others at the LifeSteps Campus.

13. INDEMNIFICATION AND INSURANCE:

13.1 This Lease is made upon the expressed condition that the Lessor, its appointed officials, elected officials, employees and agents shall be free from any and all liabilities and claims for damages and/or lawsuits for, or by reason of death, injury or injuries to any person, or damage to property from any cause or causes whatsoever, while in or upon the Premises or any part thereof, or occasioned by any occupancy or use of said Premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor.

13.2 Lessee agrees that it will protect, indemnify, and hold the Lessor, its appointed officials, elected officials, employees, and agents harmless from all liabilities, costs, losses, expenses, suits, attorney fees, claims, and damages, however occurring, that arise from or relate to the Lessee's use of the Premises. Lessee further agrees to defend at its cost the Lessor in any actions filed in any court which may arise from any such death, injury, liability, cost, loss, expense, claim, or damage in the event the Lessor is named as a defendant in said action; provided, however, that Lessee shall have no obligation to indemnify nor defend Lessor for loss or injury caused solely from the negligence of the Lessor.

13.3 Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, general liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000) for all claimants arising out of a single transaction or occurrence. Lessee also agrees to provide Worker's Compensation insurance in the amounts required by Wyoming statutes.

13.4 It is recognized by and between the parties to this Lease 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 primary term of this lease, or any

subsequent terms, then such insurance as outlined above from Lessee 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 Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

13.5 Lessee shall further provide that the insurance policy meets all of the following criteria: (1) it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor; (2) Community Action Partnership of Natrona County, its appointed officials, elected officials, employees and agents shall be named as additional insured on said policy; (3) insurance certificates shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal, except ten days for non-payment of premium; (4) the insurance shall be underwritten by acceptable insurers, licensed in Wyoming (unless otherwise approved by the Lessor); said insurance companies having a minimum A.M. Best Company rating of "B++" VI.

13.6 Lessee shall provide Lessor with certificates evidencing such insurance as outlined above immediately after execution of this Lease and prior to use of the property. Lessor's failure to request or review such policies, endorsements, and certificates shall not affect Lessor's rights or the Lessee's obligation hereunder.

13.7 Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance prior to the Lessee using the Premises for the uses specified in this Lease.

13.8 The parties agree and understand that the insurance coverage as provided and set forth above is a material provision of this Lease. Lessor shall have the unequivocal right to immediately terminate and cancel this Lease, and take possession of the Premises if the insurance required by this Lease is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

13.9 It is entirely the obligation of the Lessee to provide insurance for its personal property and for that of its employees, agents, licensees, invitees, or any others who may be present at the Premises. Lessor assumes no responsibility for such property.

13.10 Personal property on the Premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the Premises not due to Lessor's sole negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the Premises or from pipes or plumbing works of the same, or from any other place.

14. ENVIRONMENTAL COMPLIANCE:

14.1 Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

14.2 Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

14.3 Lessee shall immediately advise Lessor, in writing, of any of the following: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

14.4 Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

14.5 Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

15. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees to violate any of the terms and conditions of this Lease, nor to violate any law, rule, or regulation of the Lessor with respect to the Premises or otherwise.

16. RULES AND REGULATIONS:

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and all regulations of the Lessor, as currently exist and may be amended from time to time.

17. NOTICES:

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

Lessor: Community Action Partnership of
Natrona County
800 Werner Ct., Ste. 201
Casper, Wyoming 82601

Lessee: All About Family, Inc.
P.O. Box 18
Evansville, WY 82636

Any such written notice or demand shall be considered served upon the other Party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at the date and time it is deposited in the United States Mail, postage prepaid.

18. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer on behalf of the Lessor any and all taxes and assessments that may be assessed against the property upon reasonable notice by the Lessor as to the amount due and owing.

19. LESSEE'S RIGHT OF INSPECTION:

Lessee has fully inspected the property and the Lessee is satisfied with and has accepted the property in its current condition.

20. NO ASSIGNMENT BY LESSEE:

All About Family, Inc. shall not assign any interest in this Lease and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the Lessor.

21. WYOMING GOVERNMENTAL CLAIMS ACT:

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

22. SALE OR ASSIGNMENT BY LESSOR:

22.1 Sale or Assignment Permitted. It is agreed that Lessor may at any time assign or transfer its interest as Lessor in and to this Lease, or any parts of it, and may at any time sell or transfer its interest in the fee of the Premises, or its interest in and to the whole or any portion of the Premises.

22.2 Attornment. Lessee agrees to attorn to the assignee, transferee or

purchaser of Lessor, under all provisions of this Lease, from and after the date of notice to Lessee of such assignment, transfer or sale, in the same manner and with the same force and effect as though this Lease were made, in the first instance, by and between Lessee and such assignee, transferee or purchaser. In the event of the exercise of the power of sale under, or foreclosure of, any deed of trust, mortgage or other encumbrance placed by Lessor against all or any portion of the Premises, Lessee shall upon demand attorn to the purchaser upon the effective date of any such sale or foreclosure of any such deed or trust, mortgage or other encumbrance, and shall recognize the purchaser or judgment creditor as the Lessor under the Lease.

22.3 Transfer of Lessor's Obligations. The term "Lessor" as used in this Lease, so far as the covenants or obligations on the part of Lessor are concerned, shall be limited to include only the owner(s) at the time in question of the fee of the Premises, and in the event of any transfer or conveyance of the Lessor's title to such fee, other than by way of security only, the Lessor herein named, except as hereinafter provided (and in case of any subsequent transfers of conveyances, except by way of security only, the then grantor) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed. Any funds in the hands of such Lessor, or then the grantor, at the time of such transfer or conveyance in which Lessee has an interest shall be turned over to the transferee or grantee, and an amount then due and payable to Lessee by Lessor, or by the then grantor, under any provision of this Lease shall be paid to Lessee. It is the intent of the parties that the covenants and obligations contained in this Lease on the part of the Lessor to be kept and performed by it shall, subject as aforesaid, be binding on Lessor, its successors and assigns only during and in respect to their respective successive periods of ownership.

23. MISCELLANEOUS COVENANTS:

23.1 Quiet Enjoyment. The Lessor further covenants that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the Premises during the Lease Term.

23.2 Debts, Liens and Encumbrances. The Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the Premises, and shall allow no liens to be placed against the demised property. Lessee shall indemnify the Lessor for all costs, including attorney fees, against any lien or encumbrance that is file or placed on the property.

23.3 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.

23.4 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). However, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

23.5 Nonwaiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

23.6 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other remedy provided in this Lease.

23.7 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Premises by Lessee prior to the expiration of the Lease Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lessor under any provision contained in the Lease, shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-tenancies, or operate as an assignment to Lessor of any or all such subleases or sub-tenancies.

23.8 Amendment. No amendment or modification of the terms of this Lease

shall be valid or enforceable unless made in writing and executed by all parties hereto.

23.9 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.

23.10 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of Lessor.

23.11 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.

23.12 Entire Lease. This Lease shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

23.13 Severability. If a court of competent jurisdiction renders any provision of this Lease (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.

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

23.15 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

23.16 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter

into this Lease and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

Executed by the parties on the day and year first above written.

ATTEST:

K. McKenna
Kathy McKenna,
Secretary/Treasurer, Community Action
Partnership of Natrona County

LESSOR:

Community Action Partnership of Natrona
County
Sharon M Darr
Sharon Darr,
Chair, Community Action Partnership of
Natrona County

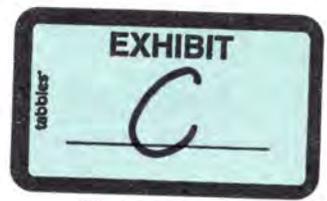
WITNESS:

Printed Name: _____
Title: _____

LESSEE:

All About Family, Inc.

Melodi Brown
Printed Name: Melodi Brown
Title: Co-owners



LEASE AGREEMENT ("Lease")
LifeSteps Campus

THIS LEASE, entered into this 1st day of July 2014, by and between the following parties:

1. Community Action Partnership of Natrona County, 800 Werner Ct., Ste. 201, Casper, Wyoming, 82601 ("Lessor").
2. Wyoming Child and Family Development, P.O. Box 100 Guernsey, Wyoming 82214 ("Lessee").

Throughout this document, Lessor and Lessee may be collectively referred to as the "parties."

IN CONSIDERATION of the rents, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor the following real and personal property, under the terms herein set forth (said property hereinafter referred to as the "Premises"):

Certain property (as defined below), including all its improvements or improvements to be provided by Lessor under the terms of this Lease (if any) being more fully described below, located in part of the North West quarter of the South East quarter (NW/4 SE/4) of Section 10, Township 33, Range 79, in the City of Casper, County of Natrona, State of Wyoming, more commonly known as LifeSteps Campus located at 1514 East 12th Street, Casper, Wyoming, specifically the Premises known as the South End, 2nd Floor, Building E.

THE "PREMISES" ARE LEASED TO LESSEE "AS IS" WITH ALL FAULT, WITHOUT WARRANTY, EXPRESS OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE AND LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM ("Lease Term"):

2.1 The term of this Lease shall be for a period of one (1) year(s) and zero (0) month(s) commencing on July 1, 2014 ("Commencement Date") and ending June 30, 2015.

2.2. Lessee may request an extension of the Lease for an additional one (1) year term under the same terms and conditions contained herein, provided, however, that the Lessee shall make such request in writing at least ninety (90) days prior to the end of the Lease Term. If Lessor does not agree in writing to extend the Lease, it shall expire at the end of the Lease Term. Rental for such renewal period, may, at the option of the Lessor, be increased.

3. ACCESS BY LESSOR:

3.1 The Lessor reserves the right of ingress and egress to and from all areas of the Premises at any time for the purpose of maintenance, public safety, and inspection purposes.

3.2 Lessor and its agents shall have the right to enter and examine the Premises at all reasonable times, to show it to prospective purchasers or prospective lessees, to maintain flowers, plants and other facilities in the common area, and to make such repairs as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon the Premises as may be required without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no way abate while the repairs are being made, by reason of loss or interruption of business of Lessee, or otherwise. However, Lessor and Lessee each shall cooperate with the other to the end that making such repairs and maintenance shall interfere as little as practically possible with the Lessee's business. During the six months prior to the expiration of the Lease Term, Lessor may place upon the Premises the usual notices "For Lease" or "For Rent" which notices Lessee shall permit to remain thereon without molestation.

4. INSPECTION PRIOR TO LEASE RENEWAL:

Lessor shall conduct an inspection of the Premises prior to any Lease renewal. This inspection shall denote any repairs which must be made by the Lessee to bring the building or other property to the same or better condition than it was prior to the Lessee's occupation of the Premises.

5. HOLDING OVER AND SURRENDER:

5.1 Holding Over. If Lessee should remain in possession of the Premises after the expiration of the Lease Term and without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease, specifically including the payment by Lessee of all rents, rent increases, utility charges and other charges due until the tenancy is terminated in a manner provided by law.

5.2. Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Premises, broom clean, in good condition and repair (reasonable wear and tear, excepted), together with all alterations, additions

and improvements that may have been made in, to or on the Premises except movable furniture or unattached movable trade fixtures put in at Lessee's expense. Lessee shall ascertain from Lessor within thirty (30) days before the end of the Lease Term whether Lessor desires to have the Premises or any part of the Premises, restored to their condition when the Premises were delivered to Lessee, and if Lessor shall so desire, then Lessee shall restore the Premises, or such part of the Premises, before the end of the Lease Term at Lessee's sole cost and expense. On or before the end of the Lease Term, Lessee shall remove all its property from the Premises, and all property not removed shall be deemed abandoned by Lessee. If the Premises are not surrendered at the end of the Lease Term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding lessee founded on the delay.

5.3. Survival of Obligations. All obligations of Lessee under this Lease not fully performed as of the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term. If Lessee's failure to perform prevents Lessor from reletting the Premises, Lessee shall continue to pay rent until such performance is complete. Upon the expiration or earlier termination of the Lease Term, Lessee shall pay to Lessor the amount, as estimated by Lessor, necessary to repair and restore the Premises as provided in this Lease and/or to discharge Lessee's obligations for unpaid amounts due or to become due to Lessor. All such amounts shall be used and held by Lessor for payment of such obligations of Lessee, with Lessee being liable for any additional costs upon demand by Lessor, or with any excess to be returned to Lessee after all such obligations have been determined and satisfied. Any otherwise unused Security Deposit shall be credited against the amount payable by Lessee under this Lease.

6. RENT AND UTILITIES:

6.1 Base Rent Plus Shared Utilities. The Lease rental for the Lease Term shall be the total yearly sum of Twenty Four Thousand Twenty One Dollars and Seventy Cents (\$24,021.70), which is calculated as shown in the *Rent Calculation Table* below, and shall be paid in monthly installments of Two Thousand One Dollars and Eighty One Cents (\$2,001.81). The Lease rental is due and payable by the Lessee to the Lessor on the first day of each month through the end of the Lease Term, upon the execution of this Lease by all parties. Such rent payments shall be remitted to Community Action Partnership of Natrona County, Suite 201, 800 Werner Ct., Casper, Wyoming 82601.

Rent Calculation Table

	Premises Square Feet	Yearly Per Square Foot	Yearly Total	Monthly Total
Base Rent	2,690	4.29	\$11,540.10	\$961.68
Shared Metered Gas	2,690	2.68	\$7,209.20	\$600.77
Shared Metered Electric	2,690	0.92	\$2,474.80	\$206.23
Shared Metered Water	2,690	1.04	\$2,797.60	\$233.13
Lease Rental Totals			\$24,021.70	\$2,001.81

If "N/A" or "0" is shown in the *Rent Calculation Table*, it means that the particular utility type referenced is metered separately and shall be paid by the Lessee in accordance paragraph 6.2 of this Agreement.

6.2 Separately Metered Utilities. Lessee shall pay when due, at its sole cost and expense, all charges, surcharges, license or permit fees, liens, assessments or other expenses for water, gas, heat, electricity, power, cable, telephone service, storm and sanitary sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Lessee or any of its sub-lessees, licensees or concessionaires during the Lease Term.

6.3 Utility Interruption. In no event shall Lessor be liable for an interruption or failure in the supply of such utilities to the Premises.

6.4 Prorated Rent. In the event that the Commencement Date is on a day of the month other than the first, rent payable for that month shall be prorated to that number equal to the base rent divided by the number of days, including the Commencement Date, remaining in the month to determine the rent then payable.

6.5 Security Deposit. To secure the prompt and faithful payment of the rental in this Lease and the faithful performance by Lessee of all the other covenants and conditions to be performed, Lessee has, concurrently with the execution of this Lease, deposited with Lessor the sum specified of One Thousand Six Hundred Eighty Five Dollars and Seventy Three Cents (\$1,685.73), the receipt whereof is hereby acknowledged by Lessor. If the Lessee defaults in any payment of rental or fails to perform any of the other covenants or conditions, Lessor shall have the right to apply the security deposit, or any portion of it, toward the curing of the default or failure. In the event of any such application by Lessor, Lessee shall, upon written demand of Lessor, immediately deposit with Lessor a sufficient amount of cash to restore the security deposit to the original amount, and Lessee's failure to do so within ten (10) days after receipt of such demand from Lessor shall carry with it the same consequences as failure to pay an installment of rent due under this Lease. If this Lease is terminated for any other reason than default

by the Lessor, Lessor shall have the right to retain the security deposit until the expiration of the term of this Lease by lapse of time (whether or not this Lease has been earlier terminated) so that the full damages of Lessee may be ascertained. At the expiration of the term of this Lease by a lapse of time, if the Lessee has paid all of the rental due under this Lease and fully performed all of the other covenants and conditions, Lessor shall return to Lessee the security deposit, less any portion which may have been utilized by Lessor to cure any default or any damages suffered by Lessor, reasonable wear and tear excepted.

Neither the security deposit nor the application of it by the Lessor shall be a bar or defense to any action for unlawful detainer or to any action which Lessor may at any time commence for a breach of any of the covenants or conditions of this Lease. No interest shall accrue to Lessee or be payable by Lessor on account of the security deposit. Lessor's obligations with respect to the security deposit are those of a debtor and not a trustee. Lessor can maintain the security deposit separate and apart from Lessor's general funds or can commingle the security deposit with Lessor's general and other funds.

6.6 Late Payments and Grace Period. Lessee recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Lessor, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Lessee therefore agrees that if rent or any other sum due under this Lease is not paid within ten (10) days of the first of each month, a late charge shall be imposed in an amount equal to the greater of: (a) One Hundred Dollars (\$100.00), or (b) a sum equal to five percent (5%) of the unpaid rent or other payment for each month (measured from the due date) during which it is delinquent. The amount of the late charge to be paid by Lessee shall be reassessed and added to Lessee's obligation for each successive monthly period until paid. The provisions of this Section shall not relieve Lessee of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section in any way affect Lessor's remedies under any other section of this Lease when rent or other payment is unpaid after the date due.

7. TERMINATION:

7.1 Termination by the Lessor.

7.11 Termination for Cause. The Lessor has the right to immediately terminate this Lease for cause upon written notice to the Lessee of such termination (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings in law, in equity or before any administrative tribunal, which might have the effect of preventing Lessee from complying with the terms of this Lease). Both parties agree that any breach of any of the terms or conditions of this Lease by the Lessee shall constitute cause for termination.

7.12 Termination without Cause. Lessor may terminate this Lease, without

cause and without declaring a default, by providing written notice to Lessee thirty (30) days before the intended termination or next rental due date. This termination ability is in addition to that which is provided for in Section 2 above.

7.2 Termination by the Lessee. Lessee may terminate this Lease provided however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date.

8. USE:

8.1 Lessee shall use the Premises for Wyoming Child and Family Development, Inc., or any other use which is reasonably comparable, and for no other purpose. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority, which are applicable to the conduct of Lessee's business. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties.

8.2 Other than guide, signal, certified therapy and Seeing Eye dogs ("allowed dogs"); Lessee shall not keep or allow in the Premises any pets, animals, birds, fish or reptiles. Lessee shall maintain the property in at least the same condition it is currently in, and shall not allow the Premises to become unclean, unsightly or unsafe as determined by the Lessor.

8.3 In order to protect the health and safety of other tenants, the Lessee shall be responsible for the removal of waste products produced by the allowed dogs. The Lessee shall immediately remove waste materials and dispose of properly.

9. ANNUAL OPERATIONS PLAN:

The Lessee, within sixty (60) days of the execution of this Lease, shall submit an Operations Plan to the Lessor or his designee. The plan shall specify days, and hours of operation for those days. The plan will pertain to the term of this Lease and shall commence thirty (30) days after its submission. In the event the Lessor or his designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

10. ALTERATIONS, ADDITIONAL FACILITIES OR FIXTURES:

10.1 No alterations, modifications or additions to the Premises may be made without written permission of Lessor. If written permission is granted, the alterations, modifications or additions shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

10.2 The plans and specifications for any temporary or permanent facility or fixture shall be submitted for approval of the Lessor. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Lessor or his designee shall have the authority to approve or disapprove of all such facilities or fixtures placed upon or proposed to be placed upon the Premises.

10.3 Lessee may, at termination of this Lease, remove all equipment, facilities or fixtures that are of a temporary nature. Any permanent facility or fixtures shall be considered the property of the Lessor.

10.4 The Lessor reserves the right to make such improvements to the property as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the Premises.

11. MAINTENANCE, DAMAGE AND REPAIRS:

11.1 Lessee has the obligation to maintain the Premises in good order and repair during the term of this Lease

11.2 Lessor shall, during the term of this Lease or any renewals, make repairs to the Premises in which each single incident of repair exceeds Two Hundred Fifty Dollars (\$250.00) per occurrence, provided that such repairs were not caused by the purposeful, knowing, reckless, or negligent conduct (“damaging conduct”) of the Lessee. If repairs become necessary because of damaging conduct by the Lessee, Lessee is liable for the full cost of restoring the Premises to its original condition or better, and for all damages that occur as a result of such conduct.

11.3 The Lessee shall be responsible for all minor repairs to the Premises in which each single incident of repair is less than or equal to Two Hundred Fifty (\$250.00) per occurrence and be responsible for making and paying for such repairs in a timely manner. Lessee shall, except in the case of an emergency, inform the Lessor, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that will be made. The Lessor has no obligation to inspect the Premises for needed repairs. The Lessee shall be liable to Lessor for damages caused as a result of Lessee’s operations or failure to repair the Premises.

11.4 The Lessee shall be responsible for all minor maintenance to the Premises in which each single incident of maintenance is less than Two Hundred Fifty (\$250.00) per occurrence and be responsible for making and paying for such maintenance in a timely manner. For routine maintenance (e.g., changing light bulbs), no notification to the Lessor is required. The Lessor has no obligation to inspect the Premises for needed maintenance. The Lessee shall be liable to Lessor

for damages caused as a result of Lessee's operations or failure to maintain the Premises.

11.5 It is the intent of the Lessor to insure that the facility is maintained so as to present as visually pleasing appearance as possible. Lessee shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of its operations on the Premises.

11.6 Materials that are used periodically on a temporary basis for the conduct of the Lessee's operations shall be neatly arranged and generally removed from the sight of the casual observer.

12. PARKING:

12.1 Parking Spaces. There are a total of 70 parking spaces at the LifeSteps campus. 3 are reserved for this Premise, 25 are reserved for other Premises, and there are 42 unreserved, shared parking spaces. The spaces reserved for this Premises are currently designated as space numbers 68, 69, and 16, and are shown on the attached map, dated September, 15, 2010, which is made a part of this Agreement and labeled as LifeSteps Parking Map. The location of the designated spaces may be changed from time to time by the Lessor, in writing, at its sole discretion.

12.2 Vehicle Parking. Lessee shall have exclusive use of the reserved parking space(s) designated in Paragraph 14.1 (as they may be amended from time to time), and may park additional vehicle(s) in the unreserved, shared parking spaces, if space is available. Lessee shall not use more parking spaces than specified without the written permission of the Lessor. Parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks ("Allowed Vehicles"). No vehicles other than Allowed Vehicles may be parked at the LifeSteps campus without the prior written permission of the Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors, licensees, guests or invitees to be loaded, unloaded, or parked in areas other than those designated in Paragraph 14.1.

(b) Lessee shall not store any vehicles in the unreserved parking spaces.

(c) If Lessee permits or allows any of the prohibited activities described in this Section, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to the Lessee, which cost shall be immediately payable upon demand by the Lessor.

12.3 Parking Rules and Regulations. Lessor, at its sole discretion, may regulate the loading and unloading of vehicles by adopting rules and regulations, which

the Lessor may establish, modify, amend, and enforce for the management safety, care and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other lessees or tenants of the LifeSteps Campus and their licensees, guests and invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors, licensees, guests and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said rules and regulation by others at the LifeSteps Campus.

13. INDEMNIFICATION AND INSURANCE:

13.1 This Lease is made upon the expressed condition that the Lessor, its appointed officials, elected officials, employees and agents shall be free from any and all liabilities and claims for damages and/or lawsuits for, or by reason of death, injury or injuries to any person, or damage to property from any cause or causes whatsoever, while in or upon the Premises or any part thereof, or occasioned by any occupancy or use of said Premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor.

13.2 Lessee agrees that it will protect, indemnify, and hold the Lessor, its appointed officials, elected officials, employees, and agents harmless from all liabilities, costs, losses, expenses, suits, attorney fees, claims, and damages, however occurring, that arise from or relate to the Lessee's use of the Premises. Lessee further agrees to defend at its cost the Lessor in any actions filed in any court which may arise from any such death, injury, liability, cost, loss, expense, claim, or damage in the event the Lessor is named as a defendant in said action; provided, however, that Lessee shall have no obligation to indemnify nor defend Lessor for loss or injury caused solely from the negligence of the Lessor.

13.3 Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, general liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000) for all claimants arising out of a single transaction or occurrence. Lessee also agrees to provide Worker's Compensation insurance in the amounts required by Wyoming statutes.

13.4 It is recognized by and between the parties to this Lease 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 primary term of this lease, or any subsequent terms, then such insurance as outlined above from Lessee 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 Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

13.5 Lessee shall further provide that the insurance policy meets all of the following criteria: (1) it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor; (2) Community Action Partnership of Natrona County, its appointed officials, elected officials, employees and agents shall be named as additional insured on said policy; (3) insurance certificates shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal, except ten days for non-payment of premium; (4) the insurance shall be underwritten by acceptable insurers, licensed in Wyoming (unless otherwise approved by the Lessor); said insurance companies having a minimum A.M. Best Company rating of "B++" VI.

13.6 Lessee shall provide Lessor with certificates evidencing such insurance as outlined above immediately after execution of this Lease and prior to use of the property. Lessor's failure to request or review such policies, endorsements, and certificates shall not affect Lessor's rights or the Lessee's obligation hereunder.

13.7 Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance prior to the Lessee using the Premises for the uses specified in this Lease.

13.8 The parties agree and understand that the insurance coverage as provided and set forth above is a material provision of this Lease. Lessor shall have the unequivocal right to immediately terminate and cancel this Lease, and take possession of the Premises if the insurance required by this Lease is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

13.9 It is entirely the obligation of the Lessee to provide insurance for its personal property and for that of its employees, agents, licensees, invitees, or any others who may be present at the Premises. Lessor assumes no responsibility for such property.

13.10 Personal property on the Premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the Premises not due to Lessor's sole negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the Premises or from pipes or plumbing works of the same, or from any other place.

14. ENVIRONMENTAL COMPLIANCE:

14.1 Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state,

or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

14.2 Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

14.3 Lessee shall immediately advise Lessor, in writing, of any of the following: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

14.4 Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

14.5 Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall

be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

15. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees to violate any of the terms and conditions of this Lease, nor to violate any law, rule, or regulation of the Lessor with respect to the Premises or otherwise.

16. RULES AND REGULATIONS:

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and all regulations of the Lessor, as currently exist and may be amended from time to time.

17. NOTICES:

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

Lessor: Community Action Partnership of
Natrona County
800 Werner Ct., Ste. 201
Casper, Wyoming 82601

Lessee: Wyoming Child and Family
Development, Inc.
P.O. Box 100
Guernsey, WY 82214

Any such written notice or demand shall be considered served upon the other Party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at the date and time it is deposited in the United States Mail, postage prepaid.

18. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer on behalf of the Lessor any and all taxes and assessments that may be assessed against the property upon reasonable notice by the Lessor as to the amount due and owing.

19. LESSEE'S RIGHT OF INSPECTION:

Lessee has fully inspected the property and the Lessee is satisfied with and has accepted the property in its current condition.

20. NO ASSIGNMENT BY LESSEE:

Wyoming Child and Family Development, Inc. shall not assign any interest in this Lease and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the Lessor.

21. WYOMING GOVERNMENTAL CLAIMS ACT:

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

22. SALE OR ASSIGNMENT BY LESSOR:

22.1 Sale or Assignment Permitted. It is agreed that Lessor may at any time assign or transfer its interest as Lessor in and to this Lease, or any parts of it, and may at any time sell or transfer its interest in the fee of the Premises, or its interest in and to the whole or any portion of the Premises.

22.2 Attornment. Lessee agrees to attorn to the assignee, transferee or purchaser of Lessor, under all provisions of this Lease, from and after the date of notice to Lessee of such assignment, transfer or sale, in the same manner and with the same force and effect as though this Lease were made, in the first instance, by and between Lessee and such assignee, transferee or purchaser. In the event of the exercise of the power of sale under, or foreclosure of, any deed of trust, mortgage or other encumbrance placed by Lessor against all or any portion of the Premises, Lessee shall upon demand attorn to the purchaser upon the effective date of any such sale or foreclosure of any such deed or trust, mortgage or other encumbrance, and shall recognize the purchaser or judgment creditor as the Lessor under the Lease.

22.3 Transfer of Lessor's Obligations. The term "Lessor" as used in this Lease, so far as the covenants or obligations on the part of Lessor are concerned, shall be limited to include only the owner(s) at the time in question of the fee of the Premises, and in the event of any transfer or conveyance of the Lessor's title to such fee, other than by way of security only, the Lessor herein named, except as hereinafter provided (and in case of any subsequent transfers of conveyances, except by way of security only, the then grantor) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed. Any funds in the hands of such Lessor, or then the grantor, at the time of such transfer or conveyance in which Lessee has an interest shall be turned over to the transferee or grantee, and an amount then due and payable to Lessee by Lessor, or by the then grantor, under any provision of this Lease shall be paid to Lessee. It is the intent of the parties that the covenants and obligations contained in this Lease on the part of the Lessor to be kept and performed by it shall, subject as aforesaid, be binding on Lessor, its successors and assigns only during and in respect to their respective successive periods of ownership.

23. MISCELLANEOUS COVENANTS:

23.1 Quiet Enjoyment. The Lessor further covenants that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the Premises during the Lease Term.

23.2 Debts, Liens and Encumbrances. The Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the Premises, and shall allow no liens to be placed against the demised property. Lessee shall indemnify the Lessor for all costs, including attorney fees, against any lien or encumbrance that is file or placed on the property.

23.3 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the

conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.

23.4 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). However, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

23.5 Nonwaiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

23.6 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other remedy provided in this Lease.

23.7 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Premises by Lessee prior to the expiration of the Lease Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lessor under any provision contained in the Lease, shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-tenancies, or operate as an assignment to Lessor of any or all such subleases or sub-tenancies.

23.8 Amendment. No amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all parties hereto.

23.9 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.

23.10 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of Lessor.

23.11 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.

23.12 Entire Lease. This Lease shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

23.13 Severability. If a court of competent jurisdiction renders any provision of this Lease (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.

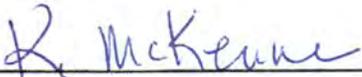
23.14 Third Party Beneficiary Rights. The parties to this Lease do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate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

23.15 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

23.16 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

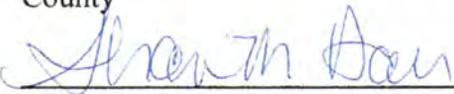
Executed by the parties on the day and year first above written.

ATTEST:



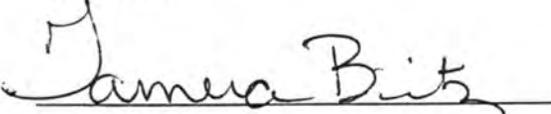
Kathy McKenna,
Secretary/Treasurer, Community Action
Partnership of Natrona County

LESSOR:

Community Action Partnership of Natrona
County


Sharon Darr,
Chair, Community Action Partnership of
Natrona County

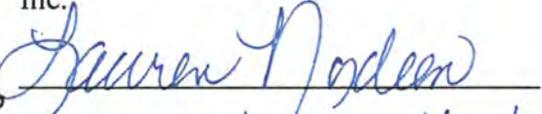
WITNESS:



Printed Name: Tamara Britz
Title: 7/1/14
Business manager

LESSEE:

Wyoming Child and Family Development,
Inc.



Printed Name: Lauren Nordeen
Title: Executive Director



LEASE AGREEMENT ("Lease")
LifeSteps Campus

THIS LEASE, entered into this 1st day of July 2014, by and between the following parties:

1. Community Action Partnership of Natrona County, 800 Werner Ct., Ste. 201, Casper, Wyoming, 82601 ("Lessor").
2. Community Action Partnership of Natrona County – Transitional Housing – Building F, 800 Werner Ct., Ste. 201 Casper, Wyoming 82601 ("Lessee").

Throughout this document, Lessor and Lessee may be collectively referred to as the "parties."

IN CONSIDERATION of the rents, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor the following real and personal property, under the terms herein set forth (said property hereinafter referred to as the "Premises"):

Certain property (as defined below), including all its improvements or improvements to be provided by Lessor under the terms of this Lease (if any) being more fully described below, located in part of the North West quarter of the South East quarter (NW/4 SE/4) of Section 10, Township 33, Range 79, in the City of Casper, County of Natrona, State of Wyoming, more commonly known as LifeSteps Campus located at 1514 East 12th Street, Casper, Wyoming, specifically the Premises known as Building F.

THE "PREMISES" ARE LEASED TO LESSEE "AS IS" WITH ALL FAULT, WITHOUT WARRANTY, EXPRESS OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE AND LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM ("Lease Term"):

2.1 The term of this Lease shall be for a period of one (1) year(s) and zero (0) month(s) commencing on July 1, 2014, ("Commencement Date") and ending June 30, 2015.

2.2. Lessee may request an extension of the Lease for an additional one (1) year term under the same terms and conditions contained herein, provided, however, that the Lessee shall make such request in writing at least ninety (90) days prior to the end of the Lease Term. If Lessor does not agree in writing to extend the Lease, it shall expire at the end of the Lease Term. Rental for such renewal period, may, at the option of the Lessor, be increased.

3. ACCESS BY LESSOR:

3.1 The Lessor reserves the right of ingress and egress to and from all areas of the Premises at any time for the purpose of maintenance, public safety, and inspection purposes.

3.2 Lessor and its agents shall have the right to enter and examine the Premises at all reasonable times, to show it to prospective purchasers or prospective lessees, to maintain flowers, plants and other facilities in the common area, and to make such repairs as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon the Premises as may be required without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no way abate while the repairs are being made, by reason of loss or interruption of business of Lessee, or otherwise. However, Lessor and Lessee each shall cooperate with the other to the end that making such repairs and maintenance shall interfere as little as practically possible with the Lessee's business. During the six months prior to the expiration of the Lease Term, Lessor may place upon the Premises the usual notices "For Lease" or "For Rent" which notices Lessee shall permit to remain thereon without molestation.

4. INSPECTION PRIOR TO LEASE RENEWAL:

Lessor shall conduct an inspection of the Premises prior to any Lease renewal. This inspection shall denote any repairs which must be made by the Lessee to bring the building or other property to the same or better condition than it was prior to the Lessee's occupation of the Premises.

5. HOLDING OVER AND SURRENDER:

5.1 Holding Over. If Lessee should remain in possession of the Premises after the expiration of the Lease Term and without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease, specifically including the payment by Lessee of all rents, rent increases, utility charges and other charges due until the tenancy is terminated in a manner provided by law.

5.2. Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Premises, broom clean, in good condition and repair (reasonable wear and tear, excepted), together with all alterations, additions

and improvements that may have been made in, to or on the Premises except movable furniture or unattached movable trade fixtures put in at Lessee's expense. Lessee shall ascertain from Lessor within thirty (30) days before the end of the Lease Term whether Lessor desires to have the Premises or any part of the Premises, restored to their condition when the Premises were delivered to Lessee, and if Lessor shall so desire, then Lessee shall restore the Premises, or such part of the Premises, before the end of the Lease Term at Lessee's sole cost and expense. On or before the end of the Lease Term, Lessee shall remove all its property from the Premises, and all property not removed shall be deemed abandoned by Lessee. If the Premises are not surrendered at the end of the Lease Term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding lessee founded on the delay.

5.3. Survival of Obligations. All obligations of Lessee under this Lease not fully performed as of the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term. If Lessee's failure to perform prevents Lessor from reletting the Premises, Lessee shall continue to pay rent until such performance is complete. Upon the expiration or earlier termination of the Lease Term, Lessee shall pay to Lessor the amount, as estimated by Lessor, necessary to repair and restore the Premises as provided in this Lease and/or to discharge Lessee's obligations for unpaid amounts due or to become due to Lessor. All such amounts shall be used and held by Lessor for payment of such obligations of Lessee, with Lessee being liable for any additional costs upon demand by Lessor, or with any excess to be returned to Lessee after all such obligations have been determined and satisfied. Any otherwise unused Security Deposit shall be credited against the amount payable by Lessee under this Lease.

6. RENT AND UTILITIES:

6.1 Base Rent Plus Shared Utilities. The Lease rental for the Lease Term shall be the total yearly sum of Forty Thousand Six Hundred Seventy Six Dollars and Fifteen cents (\$40,676.15), which is calculated as shown in the *Rent Calculation Table* below, and shall be paid in monthly installments of Three Thousand Three Hundred Eighty-Nine Dollars and Sixty Eight Cents (\$3,389.68). The Lease rental is due and payable by the Lessee to the Lessor on the first day of each month through the end of the Lease Term, upon the execution of this Lease by all parties. Such rent payments shall be remitted to Community Action Partnership of Natrona County, Suite 201, 800 Werner Ct., Casper, Wyoming 82601.

Rent Calculation Table

	Premises Square Feet	Yearly Per Square Foot	Yearly Total	Monthly Total
Base Rent	4,555	4.29	\$19,540.95	\$1,628.41
Shared Metered Gas	4,555	2.68	\$12,207.40	\$1,017.28
Shared Metered Electric	4,555	0.92	\$4,190.60	\$349.22
Shared Metered Water	4,555	1.04	\$4,737.20	\$394.77
Lease Rental Totals			\$40,676.15	\$3,389.68

If "N/A" or "0" is shown in the *Rent Calculation Table*, it means that the particular utility type referenced is metered separately and shall be paid by the Lessee in accordance paragraph 6.2 of this Agreement.

6.2 Separately Metered Utilities. Lessee shall pay when due, at its sole cost and expense, all charges, surcharges, license or permit fees, liens, assessments or other expenses for water, gas, heat, electricity, power, cable, telephone service, storm and sanitary sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Lessee or any of its sub-lessees, licensees or concessionaires during the Lease Term.

6.3 Utility Interruption. In no event shall Lessor be liable for an interruption or failure in the supply of such utilities to the Premises.

6.4 Prorated Rent. In the event that the Commencement Date is on a day of the month other than the first, rent payable for that month shall be prorated to that number equal to the base rent divided by the number of days, including the Commencement Date, remaining in the month to determine the rent then payable.

6.5 Security Deposit. To secure the prompt and faithful payment of the rental in this Lease and the faithful performance by Lessee of all the other covenants and conditions to be performed, Lessee has, concurrently with the execution of this Lease, deposited with Lessor the sum specified of Three Thousand Three Hundred Eighty-Nine Dollars and Sixty Eight Cents (\$3,389.68), equal to one month's rent, the receipt whereof is hereby acknowledged by Lessor. If the Lessee defaults in any payment of rental or fails to perform any of the other covenants or conditions, Lessor shall have the right to apply the security deposit, or any portion of it, toward the curing of the default or failure. In the event of any such application by Lessor, Lessee shall, upon written demand of Lessor, immediately deposit with Lessor a sufficient amount of cash to restore the security deposit to the original amount, and Lessee's failure to do so within ten (10) days after receipt of such demand from Lessor shall carry with it the same consequences as failure to pay an installment of rent due under this Lease. If this

Lease is terminated for any other reason than default by the Lessor, Lessor shall have the right to retain the security deposit until the expiration of the term of this Lease by lapse of time (whether or not this Lease has been earlier terminated) so that the full damages of Lessee may be ascertained. At the expiration of the term of this Lease by a lapse of time, if the Lessee has paid all of the rental due under this Lease and fully performed all of the other covenants and conditions, Lessor shall return to Lessee the security deposit, less any portion which may have been utilized by Lessor to cure any default or any damages suffered by Lessor, reasonable wear and tear excepted.

Neither the security deposit nor the application of it by the Lessor shall be a bar or defense to any action for unlawful detainer or to any action which Lessor may at any time commence for a breach of any of the covenants or conditions of this Lease. No interest shall accrue to Lessee or be payable by Lessor on account of the security deposit. Lessor's obligations with respect to the security deposit are those of a debtor and not a trustee. Lessor can maintain the security deposit separate and apart from Lessor's general funds or can commingle the security deposit with Lessor's general and other funds.

6.6 Late Payments and Grace Period. Lessee recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Lessor, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Lessee therefore agrees that if rent or any other sum due under this Lease is not paid within ten (10) days of the first of each month, a late charge shall be imposed in an amount equal to the greater of: (a) One Hundred Dollars (\$100.00), or (b) a sum equal to five percent (5%) of the unpaid rent or other payment for each month (measured from the due date) during which it is delinquent. The amount of the late charge to be paid by Lessee shall be reassessed and added to Lessee's obligation for each successive monthly period until paid. The provisions of this Section shall not relieve Lessee of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section in any way affect Lessor's remedies under any other section of this Lease when rent or other payment is unpaid after the date due.

7. TERMINATION:

7.1 Termination by the Lessor.

7.11 Termination for Cause. The Lessor has the right to immediately terminate this Lease for cause upon written notice to the Lessee of such termination (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings in law, in equity or before any administrative tribunal, which might have the effect of preventing Lessee from complying with the terms of this Lease). Both parties agree that any breach of any of the terms or conditions of this Lease by the Lessee shall constitute cause for termination.

7.12 Termination without Cause. Lessor may terminate this Lease, without cause and without declaring a default, by providing written notice to Lessee thirty (30) days before the intended termination or next rental due date. This termination ability is in addition to that which is provided for in Section 2 above.

7.2 Termination by the Lessee. Lessee may terminate this Lease provided however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date.

8. USE:

8.1 Lessee shall use the Premises for Transitional Housing for Homeless Families, or any other use which is reasonably comparable, and for no other purpose. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority, which are applicable to the conduct of Lessee's business. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties.

8.2 Other than guide, signal, certified therapy and Seeing Eye dogs ("allowed dogs"); Lessee shall not keep or allow in the Premises any pets, animals, birds, fish or reptiles. Lessee shall maintain the property in at least the same condition it is currently in, and shall not allow the Premises to become unclean, unsightly or unsafe as determined by the Lessor.

8.3 In order to protect the health and safety of other tenants, the Lessee shall be responsible for the removal of waste products produced by the allowed dogs. The Lessee shall immediately remove waste materials and dispose of properly.

9. ANNUAL OPERATIONS PLAN:

The Lessee, within sixty (60) days of the execution of this Lease, shall submit an Operations Plan to the Lessor or his designee. The plan shall specify days, and hours of operation for those days. The plan will pertain to the term of this Lease and shall commence thirty (30) days after its submission. In the event the Lessor or his designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

10. ALTERATIONS, ADDITIONAL FACILITIES OR FIXTURES:

10.1 No alterations, modifications or additions to the Premises may be made without written permission of Lessor. If written permission is granted, the alterations, modifications or additions shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

10.2 The plans and specifications for any temporary or permanent facility or fixture shall be submitted for approval of the Lessor. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Lessor or his designee shall have the authority to approve or disapprove of all such facilities or fixtures placed upon or proposed to be placed upon the Premises.

10.3 Lessee may, at termination of this Lease, remove all equipment, facilities or fixtures that are of a temporary nature. Any permanent facility or fixtures shall be considered the property of the Lessor.

10.4 The Lessor reserves the right to make such improvements to the property as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the Premises.

11. MAINTENANCE, DAMAGE AND REPAIRS:

11.1 Lessee has the obligation to maintain the Premises in good order and repair during the term of this Lease

11.2 Lessor shall, during the term of this Lease or any renewals, make repairs to the Premises in which each single incident of repair exceeds Two Hundred Fifty Dollars (\$250.00) per occurrence, provided that such repairs were not caused by the purposeful, knowing, reckless, or negligent conduct ("damaging conduct") of the Lessee. If repairs become necessary because of damaging conduct by the Lessee, Lessee is liable for the full cost of restoring the Premises to its original condition or better, and for all damages that occur as a result of such conduct.

11.3 The Lessee shall be responsible for all minor repairs to the Premises in which each single incident of repair is less than or equal to Two Hundred Fifty (\$250.00) per occurrence and be responsible for making and paying for such repairs in a timely manner. Lessee shall, except in the case of an emergency, inform the Lessor, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that will be made. The Lessor has no obligation to inspect the Premises for needed repairs. The Lessee shall be liable to Lessor for damages caused as a result of Lessee's operations or failure to repair the Premises.

11.4 The Lessee shall be responsible for all minor maintenance to the Premises in which each single incident of maintenance is less than Two Hundred Fifty (\$250.00) per occurrence and be responsible for making and paying for such maintenance in a timely manner. For routine maintenance (e.g., changing light bulbs), no notification to the Lessor is required. The Lessor has no obligation to

inspect the Premises for needed maintenance. The Lessee shall be liable to Lessor for damages caused as a result of Lessee's operations or failure to maintain the Premises.

11.5 It is the intent of the Lessor to insure that the facility is maintained so as to present as visually pleasing appearance as possible. Lessee shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of its operations on the Premises.

11.6 Materials that are used periodically on a temporary basis for the conduct of the Lessee's operations shall be neatly arranged and generally removed from the sight of the casual observer.

12. PARKING:

12.1 Parking Spaces. There are a total of 70 parking spaces at the LifeSteps campus. 3 are reserved for this Premise, 23 are reserved for other Premises, and there are 44 unreserved, shared parking spaces. The spaces reserved for this Premises are currently designated as space numbers 19, 20 and 21, and are shown on the attached map, dated September, 15, 2010, which is made a part of this Agreement and labeled as LifeSteps Parking Map. The location of the designated spaces may be changed from time to time by the Lessor, in writing, at its sole discretion.

12.2 Vehicle Parking. Lessee shall have exclusive use of the reserved parking space(s) designated in Paragraph 14.1 (as they may be amended from time to time), and may park additional vehicle(s) in the unreserved, shared parking spaces, if space is available. Lessee shall not use more parking spaces than specified without the written permission of the Lessor. Parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks ("Allowed Vehicles"). No vehicles other than Allowed Vehicles may be parked at the LifeSteps campus without the prior written permission of the Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors, licensees, guests or invitees to be loaded, unloaded, or parked in areas other than those designated in Paragraph 14.1.

(b) Lessee shall not store any vehicles in the unreserved parking spaces.

(c) If Lessee permits or allows any of the prohibited activities described in this Section, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to the Lessee, which cost shall be immediately payable upon demand by the Lessor.

12.3 Parking Rules and Regulations. Lessor, at its sole discretion, may regulate the loading and unloading of vehicles by adopting rules and regulations, which the Lessor may establish, modify, amend, and enforce for the management safety, care and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other lessees or tenants of the LifeSteps Campus and their licensees, guests and invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors, licensees, guests and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said rules and regulation by others at the LifeSteps Campus.

13. INDEMNIFICATION AND INSURANCE:

13.1 This Lease is made upon the expressed condition that the Lessor, its appointed officials, elected officials, employees and agents shall be free from any and all liabilities and claims for damages and/or lawsuits for, or by reason of death, injury or injuries to any person, or damage to property from any cause or causes whatsoever, while in or upon the Premises or any part thereof, or occasioned by any occupancy or use of said Premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor.

13.2 Lessee agrees that it will protect, indemnify, and hold the Lessor, its appointed officials, elected officials, employees, and agents harmless from all liabilities, costs, losses, expenses, suits, attorney fees, claims, and damages, however occurring, that arise from or relate to the Lessee's use of the Premises. Lessee further agrees to defend at its cost the Lessor in any actions filed in any court which may arise from any such death, injury, liability, cost, loss, expense, claim, or damage in the event the Lessor is named as a defendant in said action; provided, however, that Lessee shall have no obligation to indemnify nor defend Lessor for loss or injury caused solely from the negligence of the Lessor.

13.3 Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, general liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000) for all claimants arising out of a single transaction or occurrence. Lessee also agrees to provide Worker's Compensation insurance in the amounts required by Wyoming statutes.

13.4 It is recognized by and between the parties to this Lease 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 primary term of this lease, or any subsequent terms, then such insurance as outlined above from Lessee 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 Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

13.5 Lessee shall further provide that the insurance policy meets all of the following criteria: (1) it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor; (2) Community Action Partnership of Natrona County, its appointed officials, elected officials, employees and agents shall be named as additional insured on said policy; (3) insurance certificates shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal, except ten days for non-payment of premium; (4) the insurance shall be underwritten by acceptable insurers, licensed in Wyoming (unless otherwise approved by the Lessor); said insurance companies having a minimum A.M. Best Company rating of "B++" VI.

13.6 Lessee shall provide Lessor with certificates evidencing such insurance as outlined above immediately after execution of this Lease and prior to use of the property. Lessor's failure to request or review such policies, endorsements, and certificates shall not affect Lessor's rights or the Lessee's obligation hereunder.

13.7 Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance prior to the Lessee using the Premises for the uses specified in this Lease.

13.8 The parties agree and understand that the insurance coverage as provided and set forth above is a material provision of this Lease. Lessor shall have the unequivocal right to immediately terminate and cancel this Lease, and take possession of the Premises if the insurance required by this Lease is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

13.9 It is entirely the obligation of the Lessee to provide insurance for its personal property and for that of its employees, agents, licensees, invitees, or any others who may be present at the Premises. Lessor assumes no responsibility for such property.

13.10 Personal property on the Premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the Premises not due to Lessor's sole negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the Premises or from pipes or plumbing works of the same, or from any other place.

14. ENVIRONMENTAL COMPLIANCE:

14.1 Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

14.2 Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

14.3 Lessee shall immediately advise Lessor, in writing, of any of the following: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

14.4 Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

14.5 Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

15. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees to violate any of the terms and conditions of this Lease, nor to violate any law, rule, or regulation of the Lessor with respect to the Premises or otherwise.

16. RULES AND REGULATIONS:

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and all regulations of the Lessor, as currently exist and may be amended from time to time.

17. NOTICES:

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

Lessor: Community Action Partnership of
Natrona County
800 Werner Ct., Ste. 201
Casper, Wyoming 82601

Lessee: Community Action Partnership of
Natrona County
800 Werner Ct., Ste. 201
Casper, WY 82601

Any such written notice or demand shall be considered served upon the other Party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at the date and time it is deposited in the United States Mail, postage prepaid.

18. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer on behalf of the Lessor any and all taxes and assessments that may be assessed against the property upon reasonable notice by the Lessor as to the amount due and owing.

19. LESSEE'S RIGHT OF INSPECTION:

Lessee has fully inspected the property and the Lessee is satisfied with and has accepted the property in its current condition.

20. NO ASSIGNMENT BY LESSEE:

Community Action Partnership of Natrona County shall not assign any interest in this Lease and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the Lessor.

21. WYOMING GOVERNMENTAL CLAIMS ACT:

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

22. SALE OR ASSIGNMENT BY LESSOR:

22.1 Sale or Assignment Permitted. It is agreed that Lessor may at any time assign or transfer its interest as Lessor in and to this Lease, or any parts of it, and may at any time sell or transfer its interest in the fee of the Premises, or its interest in and to the whole or any portion of the Premises.

22.2 Attornment. Lessee agrees to attorn to the assignee, transferee or purchaser of Lessor, under all provisions of this Lease, from and after the date of notice to Lessee of such assignment, transfer or sale, in the same manner and with the same force and effect as though this Lease were made, in the first instance, by and between Lessee and such assignee, transferee or purchaser. In the event of the exercise of the power of sale under, or foreclosure of, any deed of trust, mortgage or other encumbrance placed by Lessor against all or any portion of the Premises, Lessee shall upon demand attorn to the purchaser upon the effective date of any such sale or foreclosure of any such deed or trust, mortgage or other encumbrance, and shall recognize the purchaser or judgment creditor as the Lessor under the Lease.

22.3 Transfer of Lessor's Obligations. The term "Lessor" as used in this Lease, so far as the covenants or obligations on the part of Lessor are concerned, shall be limited to include only the owner(s) at the time in question of the fee of the Premises, and in the event of any transfer or conveyance of the Lessor's title to such fee, other than by way of security only, the Lessor herein named, except as hereinafter provided (and in case of any subsequent transfers of conveyances, except by way of security only, the then grantor) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed. Any funds in the hands of such Lessor, or then the grantor, at the time of such transfer or conveyance in which Lessee has an interest shall be turned over to the transferee or grantee, and an amount then due and payable to Lessee by Lessor, or by the then grantor, under any provision of this Lease shall be paid to Lessee. It is the intent of the parties that the covenants and obligations contained in this Lease on the part of the Lessor to be kept and performed by it shall, subject as aforesaid, be binding on Lessor, its successors and assigns only during and in respect to their respective successive periods of ownership.

23. MISCELLANEOUS COVENANTS:

23.1 Quiet Enjoyment. The Lessor further covenants that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the Premises during the Lease Term.

23.2 Debts, Liens and Encumbrances. The Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the Premises, and shall allow no liens to be placed against the demised property. Lessee shall indemnify the Lessor for all costs, including attorney fees, against any lien or encumbrance that is file or placed on the property.

23.3 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the

conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.

23.4 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). However, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

23.5 Nonwaiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

23.6 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other remedy provided in this Lease.

23.7 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Premises by Lessee prior to the expiration of the Lease Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lessor under any provision contained in the Lease, shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-tenancies, or operate as an assignment to Lessor of any or all such subleases or sub-tenancies.

23.8 Amendment. No amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all parties hereto.

23.9 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.

23.10 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of Lessor.

23.11 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.

23.12 Entire Lease. This Lease shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

23.13 Severability. If a court of competent jurisdiction renders any provision of this Lease (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.

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

23.15 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

23.16 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

Executed by the parties on the day and year first above written.

ATTEST:

K. McKenna
Kathy McKenna,
Secretary/Treasurer, Community Action
Partnership of Natrona County

LESSOR:

Community Action Partnership of Natrona
County
Sharon M. Darr
Sharon Darr,
Chair, Community Action Partnership of
Natrona County

WITNESS:

K. McKenna
Printed Name: Kathy McKenna
Title: Secretary/Treasurer

LESSEE:

Community Action Partnership of Natrona
County
Brenda Fickhoff
Printed Name: Brenda Fickhoff
Title: Vice Chair Executive Director



LEASE AGREEMENT ("Lease")
LifeSteps Campus

THIS LEASE, entered into this 1st day of July, 2014, by and between the following parties:

1. Community Action Partnership of Natrona County, 800 Werner Ct., Ste. 201, Casper, Wyoming, 82601 ("Lessor").
2. Community Action Partnership of Natrona County – Health Care for the Homeless, 800 Werner Ct., Ste. 201 Casper, Wyoming 82601 ("Lessee").

Throughout this document, Lessor and Lessee may be collectively referred to as the "parties."

IN CONSIDERATION of the rents, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor the following real and personal property, under the terms herein set forth (said property hereinafter referred to as the "Premises"):

Certain property (as defined below), including all its improvements or improvements to be provided by Lessor under the terms of this Lease (if any) being more fully described below, located in part of the North West quarter of the South East quarter (NW/4 SE/4) of Section 10, Township 33, Range 79, in the City of Casper, County of Natrona, State of Wyoming, more commonly known as LifeSteps Campus located at 1514 East 12th Street, Casper, Wyoming, specifically the Premises known as the third floor of Building E.

THE "PREMISES" ARE LEASED TO LESSEE "AS IS" WITH ALL FAULT, WITHOUT WARRANTY, EXPRESS OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE AND LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM ("Lease Term"):

2.1 The term of this Lease shall be for a period of one (1) year(s) and zero (0) month(s) commencing on July 1, 2014, ("Commencement Date") and ending June 30, 2015.

2.2. Lessee may request an extension of the Lease for an additional one (1) year term under the same terms and conditions contained herein, provided, however, that the Lessee shall make such request in writing at least ninety (90) days prior to the end of the Lease Term. If Lessor does not agree in writing to extend the Lease, it shall expire at the end of the Lease Term. Rental for such renewal period, may, at the option of the Lessor, be increased.

3. ACCESS BY LESSOR:

3.1 The Lessor reserves the right of ingress and egress to and from all areas of the Premises at any time for the purpose of maintenance, public safety, and inspection purposes.

3.2 Lessor and its agents shall have the right to enter and examine the Premises at all reasonable times, to show it to prospective purchasers or prospective lessees, to maintain flowers, plants and other facilities in the common area, and to make such repairs as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon the Premises as may be required without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no way abate while the repairs are being made, by reason of loss or interruption of business of Lessee, or otherwise. However, Lessor and Lessee each shall cooperate with the other to the end that making such repairs and maintenance shall interfere as little as practically possible with the Lessee's business. During the six months prior to the expiration of the Lease Term, Lessor may place upon the Premises the usual notices "For Lease" or "For Rent" which notices Lessee shall permit to remain thereon without molestation.

4. INSPECTION PRIOR TO LEASE RENEWAL:

Lessor shall conduct an inspection of the Premises prior to any Lease renewal. This inspection shall denote any repairs which must be made by the Lessee to bring the building or other property to the same or better condition than it was prior to the Lessee's occupation of the Premises.

5. HOLDING OVER AND SURRENDER:

5.1 Holding Over. If Lessee should remain in possession of the Premises after the expiration of the Lease Term and without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease, specifically including the payment by Lessee of all rents, rent increases, utility charges and other charges due until the tenancy is terminated in a manner provided by law.

5.2. Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Premises, broom clean, in good condition and repair (reasonable wear and tear, excepted), together with all alterations, additions

and improvements that may have been made in, to or on the Premises except movable furniture or unattached movable trade fixtures put in at Lessee's expense. Lessee shall ascertain from Lessor within thirty (30) days before the end of the Lease Term whether Lessor desires to have the Premises or any part of the Premises, restored to their condition when the Premises were delivered to Lessee, and if Lessor shall so desire, then Lessee shall restore the Premises, or such part of the Premises, before the end of the Lease Term at Lessee's sole cost and expense. On or before the end of the Lease Term, Lessee shall remove all its property from the Premises, and all property not removed shall be deemed abandoned by Lessee. If the Premises are not surrendered at the end of the Lease Term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding lessee founded on the delay.

5.3. Survival of Obligations. All obligations of Lessee under this Lease not fully performed as of the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term. If Lessee's failure to perform prevents Lessor from reletting the Premises, Lessee shall continue to pay rent until such performance is complete. Upon the expiration or earlier termination of the Lease Term, Lessee shall pay to Lessor the amount, as estimated by Lessor, necessary to repair and restore the Premises as provided in this Lease and/or to discharge Lessee's obligations for unpaid amounts due or to become due to Lessor. All such amounts shall be used and held by Lessor for payment of such obligations of Lessee, with Lessee being liable for any additional costs upon demand by Lessor, or with any excess to be returned to Lessee after all such obligations have been determined and satisfied. Any otherwise unused Security Deposit shall be credited against the amount payable by Lessee under this Lease.

6. RENT AND UTILITIES:

6.1 Base Rent Plus Shared Utilities. The Lease rental for the Lease Term shall be the total yearly sum of Thirty Eight Thousand Eight Hundred Forty-Five Dollars and Fifty Cents (\$38,845.50), which is calculated as shown in the *Rent Calculation Table* below, and shall be paid in monthly installments of Three Thousand Two Hundred Thirty Seven Dollars and Thirteen Cents (\$3,237.13). The Lease rental is due and payable by the Lessee to the Lessor on the first day of each month through the end of the Lease Term, upon the execution of this Lease by all parties. Such rent payments shall be remitted to Community Action Partnership of Natrona County, Suite 201, 800 Werner Ct., Casper, Wyoming 82601.

Rent Calculation Table

	Premises Square Feet	Yearly Per Square Foot	Yearly Total	Monthly Total
Base Rent	4,350	4.29	\$18,661.50	\$1,555.13
Shared Metered Gas	4,350	2.68	\$11,658.00	\$971.50
Shared Metered Electric	4,350	0.92	\$4,002.00	\$333.50
Shared Metered Water	4,350	1.04	\$4,524.00	\$377.00
Lease Rental Totals			\$38,845.50	\$3,237.13

If “N/A” or “0” is shown in the *Rent Calculation Table*, it means that the particular utility type referenced is metered separately and shall be paid by the Lessee in accordance paragraph 6.2 of this Agreement.

6.2 Separately Metered Utilities. Lessee shall pay when due, at its sole cost and expense, all charges, surcharges, license or permit fees, liens, assessments or other expenses for water, gas, heat, electricity, power, cable, telephone service, storm and sanitary sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Lessee or any of its sub-lessees, licensees or concessionaires during the Lease Term.

6.3 Utility Interruption. In no event shall Lessor be liable for an interruption or failure in the supply of such utilities to the Premises.

6.4 Prorated Rent. In the event that the Commencement Date is on a day of the month other than the first, rent payable for that month shall be prorated to that number equal to the base rent divided by the number of days, including the Commencement Date, remaining in the month to determine the rent then payable.

6.5 Security Deposit. To secure the prompt and faithful payment of the rental in this Lease and the faithful performance by Lessee of all the other covenants and conditions to be performed, Lessee has, concurrently with the execution of this Lease, deposited with Lessor the sum specified of Two Thousand Three Hundred Forty Eight Dollars and Seventy-Five Cents (\$2,348.75), the receipt whereof is hereby acknowledged by Lessor. If the Lessee defaults in any payment of rental or fails to perform any of the other covenants or conditions, Lessor shall have the right to apply the security deposit, or any portion of it, toward the curing of the default or failure. In the event of any such application by Lessor, Lessee shall, upon written demand of Lessor, immediately deposit with Lessor a sufficient amount of cash to restore the security deposit to the original amount, and Lessee's failure to do so within ten (10) days after receipt of such demand from Lessor shall carry with it the same consequences as failure to pay an installment of rent

due under this Lease. If this Lease is terminated for any other reason than default by the Lessor, Lessor shall have the right to retain the security deposit until the expiration of the term of this Lease by lapse of time (whether or not this Lease has been earlier terminated) so that the full damages of Lessee may be ascertained. At the expiration of the term of this Lease by a lapse of time, if the Lessee has paid all of the rental due under this Lease and fully performed all of the other covenants and conditions, Lessor shall return to Lessee the security deposit, less any portion which may have been utilized by Lessor to cure any default or any damages suffered by Lessor, reasonable wear and tear excepted.

Neither the security deposit nor the application of it by the Lessor shall be a bar or defense to any action for unlawful detainer or to any action which Lessor may at any time commence for a breach of any of the covenants or conditions of this Lease. No interest shall accrue to Lessee or be payable by Lessor on account of the security deposit. Lessor's obligations with respect to the security deposit are those of a debtor and not a trustee. Lessor can maintain the security deposit separate and apart from Lessor's general funds or can commingle the security deposit with Lessor's general and other funds.

6.6 Late Payments and Grace Period. Lessee recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Lessor, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Lessee therefore agrees that if rent or any other sum due under this Lease is not paid within ten (10) days of the first of each month, a late charge shall be imposed in an amount equal to the greater of: (a) One Hundred Dollars (\$100.00), or (b) a sum equal to five percent (5%) of the unpaid rent or other payment for each month (measured from the due date) during which it is delinquent. The amount of the late charge to be paid by Lessee shall be reassessed and added to Lessee's obligation for each successive monthly period until paid. The provisions of this Section shall not relieve Lessee of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section in any way affect Lessor's remedies under any other section of this Lease when rent or other payment is unpaid after the date due.

7. TERMINATION:

7.1 Termination by the Lessor.

7.11 Termination for Cause. The Lessor has the right to immediately terminate this Lease for cause upon written notice to the Lessee of such termination (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings in law, in equity or before any administrative tribunal, which might have the effect of preventing Lessee from complying with the terms of this Lease). Both parties agree that any breach of any of the terms or conditions of this Lease by the Lessee shall constitute cause for termination.

7.12 Termination without Cause. Lessor may terminate this Lease, without cause and without declaring a default, by providing written notice to Lessee thirty (30) days before the intended termination or next rental due date. This termination ability is in addition to that which is provided for in Section 2 above.

7.2 Termination by the Lessee. Lessee may terminate this Lease provided however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date.

8. USE:

8.1 Lessee shall use the Premises for Transitional Housing for Homeless Families, or any other use which is reasonably comparable, and for no other purpose. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority, which are applicable to the conduct of Lessee's business. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties.

8.2 Other than guide, signal, certified therapy and Seeing Eye dogs ("allowed dogs"); Lessee shall not keep or allow in the Premises any pets, animals, birds, fish or reptiles. Lessee shall maintain the property in at least the same condition it is currently in, and shall not allow the Premises to become unclean, unsightly or unsafe as determined by the Lessor.

8.3 In order to protect the health and safety of other tenants, the Lessee shall be responsible for the removal of waste products produced by the allowed dogs. The Lessee shall immediately remove waste materials and dispose of properly.

9. ANNUAL OPERATIONS PLAN:

The Lessee, within sixty (60) days of the execution of this Lease, shall submit an Operations Plan to the Lessor or his designee. The plan shall specify days, and hours of operation for those days. The plan will pertain to the term of this Lease and shall commence thirty (30) days after its submission. In the event the Lessor or his designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

10. ALTERATIONS, ADDITIONAL FACILITIES OR FIXTURES:

10.1 No alterations, modifications or additions to the Premises may be made without written permission of Lessor. If written permission is granted, the alterations, modifications or additions shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

10.2 The plans and specifications for any temporary or permanent facility or fixture shall be submitted for approval of the Lessor. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Lessor or his designee shall have the authority to approve or disapprove of all such facilities or fixtures placed upon or proposed to be placed upon the Premises.

10.3 Lessee may, at termination of this Lease, remove all equipment, facilities or fixtures that are of a temporary nature. Any permanent facility or fixtures shall be considered the property of the Lessor.

10.4 The Lessor reserves the right to make such improvements to the property as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the Premises.

11. MAINTENANCE, DAMAGE AND REPAIRS:

11.1 Lessee has the obligation to maintain the Premises in good order and repair during the term of this Lease

11.2 Lessor shall, during the term of this Lease or any renewals, make repairs to the Premises in which each single incident of repair exceeds Two Hundred Fifty Dollars (\$250.00) per occurrence, provided that such repairs were not caused by the purposeful, knowing, reckless, or negligent conduct (“damaging conduct”) of the Lessee. If repairs become necessary because of damaging conduct by the Lessee, Lessee is liable for the full cost of restoring the Premises to its original condition or better, and for all damages that occur as a result of such conduct.

11.3 The Lessee shall be responsible for all minor repairs to the Premises in which each single incident of repair is less than or equal to Two Hundred Fifty (\$250.00) per occurrence and be responsible for making and paying for such repairs in a timely manner. Lessee shall, except in the case of an emergency, inform the Lessor, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that will be made. The Lessor has no obligation to inspect the Premises for needed repairs. The Lessee shall be liable to Lessor for damages caused as a result of Lessee’s operations or failure to repair the Premises.

11.4 The Lessee shall be responsible for all minor maintenance to the Premises in which each single incident of maintenance is less than Two Hundred Fifty (\$250.00) per occurrence and be responsible for making and paying for such maintenance in a timely manner. For routine maintenance (e.g., changing light bulbs), no notification to the Lessor is required. The Lessor has no obligation to

inspect the Premises for needed maintenance. The Lessee shall be liable to Lessor for damages caused as a result of Lessee's operations or failure to maintain the Premises.

11.5 It is the intent of the Lessor to insure that the facility is maintained so as to present as visually pleasing appearance as possible. Lessee shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of its operations on the Premises.

11.6 Materials that are used periodically on a temporary basis for the conduct of the Lessee's operations shall be neatly arranged and generally removed from the sight of the casual observer.

12. PARKING:

12.1 Parking Spaces. There are a total of 70 parking spaces at the LifeSteps campus. 5 are reserved for this Premise, 21 are reserved for other Premises, and there are 44 unreserved, shared parking spaces. The spaces reserved for this Premises are currently designated as space numbers 70 and 01 through 04 and are shown on the attached map, dated September, 15, 2010, which is made a part of this Agreement and labeled as LifeSteps Parking Map. The location of the designated spaces may be changed from time to time by the Lessor, in writing, at its sole discretion.

12.2 Vehicle Parking. Lessee shall have exclusive use of the reserved parking space(s) designated in Paragraph 14.1 (as they may be amended from time to time), and may park additional vehicle(s) in the unreserved, shared parking spaces, if space is available. Lessee shall not use more parking spaces than specified without the written permission of the Lessor. Parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks ("Allowed Vehicles"). No vehicles other than Allowed Vehicles may be parked at the LifeSteps campus without the prior written permission of the Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors, licensees, guests or invitees to be loaded, unloaded, or parked in areas other than those designated in Paragraph 14.1.

(b) Lessee shall not store any vehicles in the unreserved parking spaces.

(c) If Lessee permits or allows any of the prohibited activities described in this Section, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to the Lessee, which cost shall be immediately payable upon demand by the Lessor.

12.3 Parking Rules and Regulations. Lessor, at its sole discretion, may regulate the loading and unloading of vehicles by adopting rules and regulations, which the Lessor may establish, modify, amend, and enforce for the management safety, care and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other lessees or tenants of the LifeSteps Campus and their licensees, guests and invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors, licensees, guests and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said rules and regulation by others at the LifeSteps Campus.

13. INDEMNIFICATION AND INSURANCE:

13.1 This Lease is made upon the expressed condition that the Lessor, its appointed officials, elected officials, employees and agents shall be free from any and all liabilities and claims for damages and/or lawsuits for, or by reason of death, injury or injuries to any person, or damage to property from any cause or causes whatsoever, while in or upon the Premises or any part thereof, or occasioned by any occupancy or use of said Premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor.

13.2 Lessee agrees that it will protect, indemnify, and hold the Lessor, its appointed officials, elected officials, employees, and agents harmless from all liabilities, costs, losses, expenses, suits, attorney fees, claims, and damages, however occurring, that arise from or relate to the Lessee's use of the Premises. Lessee further agrees to defend at its cost the Lessor in any actions filed in any court which may arise from any such death, injury, liability, cost, loss, expense, claim, or damage in the event the Lessor is named as a defendant in said action; provided, however, that Lessee shall have no obligation to indemnify nor defend Lessor for loss or injury caused solely from the negligence of the Lessor.

13.3 Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, general liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000) for all claimants arising out of a single transaction or occurrence. Lessee also agrees to provide Worker's Compensation insurance in the amounts required by Wyoming statutes.

13.4 It is recognized by and between the parties to this Lease 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 primary term of this lease, or any subsequent terms, then such insurance as outlined above from Lessee 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 Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

13.5 Lessee shall further provide that the insurance policy meets all of the following criteria: (1) it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor; (2) Community Action Partnership of Natrona County, its appointed officials, elected officials, employees and agents shall be named as additional insured on said policy; (3) insurance certificates shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal, except ten days for non-payment of premium; (4) the insurance shall be underwritten by acceptable insurers, licensed in Wyoming (unless otherwise approved by the Lessor); said insurance companies having a minimum A.M. Best Company rating of "B++" VI.

13.6 Lessee shall provide Lessor with certificates evidencing such insurance as outlined above immediately after execution of this Lease and prior to use of the property. Lessor's failure to request or review such policies, endorsements, and certificates shall not affect Lessor's rights or the Lessee's obligation hereunder.

13.7 Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance prior to the Lessee using the Premises for the uses specified in this Lease.

13.8 The parties agree and understand that the insurance coverage as provided and set forth above is a material provision of this Lease. Lessor shall have the unequivocal right to immediately terminate and cancel this Lease, and take possession of the Premises if the insurance required by this Lease is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

13.9 It is entirely the obligation of the Lessee to provide insurance for its personal property and for that of its employees, agents, licensees, invitees, or any others who may be present at the Premises. Lessor assumes no responsibility for such property.

13.10 Personal property on the Premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the Premises not due to Lessor's sole negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the Premises or from pipes or plumbing works of the same, or from any other place.

14. ENVIRONMENTAL COMPLIANCE:

14.1 Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

14.2 Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

14.3 Lessee shall immediately advise Lessor, in writing, of any of the following: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

14.4 Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

14.5 Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

15. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees to violate any of the terms and conditions of this Lease, nor to violate any law, rule, or regulation of the Lessor with respect to the Premises or otherwise.

16. RULES AND REGULATIONS:

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and all regulations of the Lessor, as currently exist and may be amended from time to time.

17. NOTICES:

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

Lessor: Community Action Partnership of
Natrona County
800 Werner Ct., Ste. 201
Casper, Wyoming 82601

Lessee: Community Action Partnership of
Natrona County
800 Werner Ct., Ste. 201
Casper, WY 82601

Any such written notice or demand shall be considered served upon the other Party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at the date and time it is deposited in the United States Mail, postage prepaid.

18. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer on behalf of the Lessor any and all taxes and assessments that may be assessed against the property upon reasonable notice by the Lessor as to the amount due and owing.

19. LESSEE'S RIGHT OF INSPECTION:

Lessee has fully inspected the property and the Lessee is satisfied with and has accepted the property in its current condition.

20. NO ASSIGNMENT BY LESSEE:

Community Action Partnership of Natrona County shall not assign any interest in this Lease and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the Lessor.

21. WYOMING GOVERNMENTAL CLAIMS ACT:

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

22. SALE OR ASSIGNMENT BY LESSOR:

22.1 Sale or Assignment Permitted. It is agreed that Lessor may at any time assign or transfer its interest as Lessor in and to this Lease, or any parts of it, and may at any time sell or transfer its interest in the fee of the Premises, or its interest

in and to the whole or any portion of the Premises.

22.2 Attornment. Lessee agrees to attorn to the assignee, transferee or purchaser of Lessor, under all provisions of this Lease, from and after the date of notice to Lessee of such assignment, transfer or sale, in the same manner and with the same force and effect as though this Lease were made, in the first instance, by and between Lessee and such assignee, transferee or purchaser. In the event of the exercise of the power of sale under, or foreclosure of, any deed of trust, mortgage or other encumbrance placed by Lessor against all or any portion of the Premises, Lessee shall upon demand attorn to the purchaser upon the effective date of any such sale or foreclosure of any such deed or trust, mortgage or other encumbrance, and shall recognize the purchaser or judgment creditor as the Lessor under the Lease.

22.3 Transfer of Lessor's Obligations. The term "Lessor" as used in this Lease, so far as the covenants or obligations on the part of Lessor are concerned, shall be limited to include only the owner(s) at the time in question of the fee of the Premises, and in the event of any transfer or conveyance of the Lessor's title to such fee, other than by way of security only, the Lessor herein named, except as hereinafter provided (and in case of any subsequent transfers of conveyances, except by way of security only, the then grantor) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed. Any funds in the hands of such Lessor, or then the grantor, at the time of such transfer or conveyance in which Lessee has an interest shall be turned over to the transferee or grantee, and an amount then due and payable to Lessee by Lessor, or by the then grantor, under any provision of this Lease shall be paid to Lessee. It is the intent of the parties that the covenants and obligations contained in this Lease on the part of the Lessor to be kept and performed by it shall, subject as aforesaid, be binding on Lessor, its successors and assigns only during and in respect to their respective successive periods of ownership.

23. MISCELLANEOUS COVENANTS:

23.1 Quiet Enjoyment. The Lessor further covenants that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the Premises during the Lease Term.

23.2 Debts, Liens and Encumbrances. The Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the Premises, and shall allow no liens to be placed against the demised property. Lessee shall indemnify the Lessor for all costs, including attorney fees, against any lien or encumbrance that is file or placed on the property.

23.3 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.

23.4 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). However, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

23.5 Nonwaiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

23.6 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other remedy provided in this Lease.

23.7 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Premises by Lessee prior to the expiration of the Lease Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lessor under any provision contained in the Lease, shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-

tenancies, or operate as an assignment to Lessor of any or all such subleases or sub tenancies.

23.8 Amendment. No amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all parties hereto.

23.9 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.

23.10 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of Lessor.

23.11 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.

23.12 Entire Lease. This Lease shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

23.13 Severability. If a court of competent jurisdiction renders any provision of this Lease (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.

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

23.15 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of

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

23.16 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

Executed by the parties on the day and year first above written.

ATTEST:

K. McKenna
Kathy McKenna,
Secretary/Treasurer, Community Action
Partnership of Natrona County

LESSOR:

Community Action Partnership of Natrona
County
Sharon M. Darr
Sharon Darr,
Chair, Community Action Partnership of
Natrona County

WITNESS:

K. McKenna
Printed Name: Kathy McKenna
Title: Secretary Treasurer

LESSEE:
Community Action Partnership of Natrona
County
Brenda Eickhoff
Printed Name: Ryan Klinger
Title: Executive Director
Vice Chair



LEASE AGREEMENT ("Lease")
LifeSteps Campus

THIS LEASE, entered into this 1st day of July 2014, by and between the following parties:

1. Community Action Partnership of Natrona County, 800 Werner Ct., Ste. 201, Casper, Wyoming, 82601 ("Lessor").
2. Community Action Partnership of Natrona County – Transitional Housing, 800 Werner Ct., Ste. 201 Casper, Wyoming 82601 ("Lessee").

Throughout this document, Lessor and Lessee may be collectively referred to as the "parties."

IN CONSIDERATION of the rents, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor the following real and personal property, under the terms herein set forth (said property hereinafter referred to as the "Premises"):

Certain property (as defined below), including all its improvements or improvements to be provided by Lessor under the terms of this Lease (if any) being more fully described below, located in part of the North West quarter of the South East quarter (NW/4 SE/4) of Section 10, Township 33, Range 79, in the City of Casper, County of Natrona, State of Wyoming, more commonly known as LifeSteps Campus located at 1514 East 12th Street, Casper, Wyoming, specifically the Premises known as the north end of the basement and the north end of the second floor of Building E.

THE "PREMISES" ARE LEASED TO LESSEE "AS IS" WITH ALL FAULT, WITHOUT WARRANTY, EXPRESS OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE AND LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM ("Lease Term"):

2.1 The term of this Lease shall be for a period of one (1) year(s) and zero (0) month(s) commencing on July 1, 2014, ("Commencement Date") and ending June 30, 2015.

2.2. Lessee may request an extension of the Lease for an additional one (1) year term under the same terms and conditions contained herein, provided, however, that the Lessee shall make such request in writing at least ninety (90) days prior to the end of the Lease Term. If Lessor does not agree in writing to extend the Lease, it shall expire at the end of the Lease Term. Rental for such renewal period, may, at the option of the Lessor, be increased.

3. ACCESS BY LESSOR:

3.1 The Lessor reserves the right of ingress and egress to and from all areas of the Premises at any time for the purpose of maintenance, public safety, and inspection purposes.

3.2 Lessor and its agents shall have the right to enter and examine the Premises at all reasonable times, to show it to prospective purchasers or prospective lessees, to maintain flowers, plants and other facilities in the common area, and to make such repairs as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon the Premises as may be required without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no way abate while the repairs are being made, by reason of loss or interruption of business of Lessee, or otherwise. However, Lessor and Lessee each shall cooperate with the other to the end that making such repairs and maintenance shall interfere as little as practically possible with the Lessee's business. During the six months prior to the expiration of the Lease Term, Lessor may place upon the Premises the usual notices "For Lease" or "For Rent" which notices Lessee shall permit to remain thereon without molestation.

4. INSPECTION PRIOR TO LEASE RENEWAL:

Lessor shall conduct an inspection of the Premises prior to any Lease renewal. This inspection shall denote any repairs which must be made by the Lessee to bring the building or other property to the same or better condition than it was prior to the Lessee's occupation of the Premises.

5. HOLDING OVER AND SURRENDER:

5.1 Holding Over. If Lessee should remain in possession of the Premises after the expiration of the Lease Term and without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease, specifically including the payment by Lessee of all rents, rent increases, utility charges and other charges due until the tenancy is terminated in a manner provided by law.

5.2. Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Premises, broom clean, in good condition and repair (reasonable wear and tear, excepted), together with all alterations, additions

and improvements that may have been made in, to or on the Premises except movable furniture or unattached movable trade fixtures put in at Lessee's expense. Lessee shall ascertain from Lessor within thirty (30) days before the end of the Lease Term whether Lessor desires to have the Premises or any part of the Premises, restored to their condition when the Premises were delivered to Lessee, and if Lessor shall so desire, then Lessee shall restore the Premises, or such part of the Premises, before the end of the Lease Term at Lessee's sole cost and expense. On or before the end of the Lease Term, Lessee shall remove all its property from the Premises, and all property not removed shall be deemed abandoned by Lessee. If the Premises are not surrendered at the end of the Lease Term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding lessee founded on the delay.

5.3. Survival of Obligations. All obligations of Lessee under this Lease not fully performed as of the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term. If Lessee's failure to perform prevents Lessor from reletting the Premises, Lessee shall continue to pay rent until such performance is complete. Upon the expiration or earlier termination of the Lease Term, Lessee shall pay to Lessor the amount, as estimated by Lessor, necessary to repair and restore the Premises as provided in this Lease and/or to discharge Lessee's obligations for unpaid amounts due or to become due to Lessor. All such amounts shall be used and held by Lessor for payment of such obligations of Lessee, with Lessee being liable for any additional costs upon demand by Lessor, or with any excess to be returned to Lessee after all such obligations have been determined and satisfied. Any otherwise unused Security Deposit shall be credited against the amount payable by Lessee under this Lease.

6. RENT AND UTILITIES:

6.1 Base Rent Plus Shared Utilities. The Lease rental for the Lease Term shall be the total yearly sum of Thirty Thousand Six Hundred Twenty-Nine Dollars and Zero Cents (\$30,629.00), which is calculated as shown in the *Rent Calculation Table* below, and shall be paid in monthly installments of Two Thousand Five Hundred Fifty-Two Dollars and Forty Nine Cents (\$2,552.49). The Lease rental is due and payable by the Lessee to the Lessor on the first day of each month through the end of the Lease Term, upon the execution of this Lease by all parties. Such rent payments shall be remitted to Community Action Partnership of Natrona County, Suite 201, 800 Werner Ct., Casper, Wyoming 82601.

Rent Calculation Table

	Premises Square Feet	Yearly Per Square Foot	Yearly Total	Monthly Total
Base Rent	3,430	4.29	\$14,714.70	\$1,226.23
Shared Metered Gas	3,430	2.68	\$9,192.40	\$766.03
Shared Metered Electric	3,430	0.92	\$3,155.60	\$262.97
Shared Metered Water	3,430	1.04	\$3,567.20	\$297.27
Lease Rental Totals			\$30,629.90	\$2,552.49

If "N/A" or "0" is shown in the *Rent Calculation Table*, it means that the particular utility type referenced is metered separately and shall be paid by the Lessee in accordance paragraph 6.2 of this Agreement.

6.2 Separately Metered Utilities. Lessee shall pay when due, at its sole cost and expense, all charges, surcharges, license or permit fees, liens, assessments or other expenses for water, gas, heat, electricity, power, cable, telephone service, storm and sanitary sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Lessee or any of its sub-lessees, licensees or concessionaires during the Lease Term.

6.3 Utility Interruption. In no event shall Lessor be liable for an interruption or failure in the supply of such utilities to the Premises.

6.4 Prorated Rent. In the event that the Commencement Date is on a day of the month other than the first, rent payable for that month shall be prorated to that number equal to the base rent divided by the number of days, including the Commencement Date, remaining in the month to determine the rent then payable.

6.5 Security Deposit. To secure the prompt and faithful payment of the rental in this Lease and the faithful performance by Lessee of all the other covenants and conditions to be performed, Lessee has, concurrently with the execution of this Lease, deposited with Lessor the sum specified of Two Thousand One Hundred Forty Three Dollars and Seventy-Five Cents (\$2,143.75), the receipt whereof is hereby acknowledged by Lessor. If the Lessee defaults in any payment of rental or fails to perform any of the other covenants or conditions, Lessor shall have the right to apply the security deposit, or any portion of it, toward the curing of the default or failure. In the event of any such application by Lessor, Lessee shall, upon written demand of Lessor, immediately deposit with Lessor a sufficient amount of cash to restore the security deposit to the original amount, and Lessee's failure to do so within ten (10) days after receipt of such demand from Lessor shall carry with it the same consequences as failure to pay an installment of rent due under this Lease. If this Lease is terminated for any other reason than default

by the Lessor, Lessor shall have the right to retain the security deposit until the expiration of the term of this Lease by lapse of time (whether or not this Lease has been earlier terminated) so that the full damages of Lessee may be ascertained. At the expiration of the term of this Lease by a lapse of time, if the Lessee has paid all of the rental due under this Lease and fully performed all of the other covenants and conditions, Lessor shall return to Lessee the security deposit, less any portion which may have been utilized by Lessor to cure any default or any damages suffered by Lessor, reasonable wear and tear excepted.

Neither the security deposit nor the application of it by the Lessor shall be a bar or defense to any action for unlawful detainer or to any action which Lessor may at any time commence for a breach of any of the covenants or conditions of this Lease. No interest shall accrue to Lessee or be payable by Lessor on account of the security deposit. Lessor's obligations with respect to the security deposit are those of a debtor and not a trustee. Lessor can maintain the security deposit separate and apart from Lessor's general funds or can commingle the security deposit with Lessor's general and other funds.

6.6 Late Payments and Grace Period. Lessee recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Lessor, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Lessee therefore agrees that if rent or any other sum due under this Lease is not paid within ten (10) days of the first of each month, a late charge shall be imposed in an amount equal to the greater of: (a) One Hundred Dollars (\$100.00), or (b) a sum equal to five percent (5%) of the unpaid rent or other payment for each month (measured from the due date) during which it is delinquent. The amount of the late charge to be paid by Lessee shall be reassessed and added to Lessee's obligation for each successive monthly period until paid. The provisions of this Section shall not relieve Lessee of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section in any way affect Lessor's remedies under any other section of this Lease when rent or other payment is unpaid after the date due.

7. TERMINATION:

7.1 Termination by the Lessor.

7.11 Termination for Cause. The Lessor has the right to immediately terminate this Lease for cause upon written notice to the Lessee of such termination (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings in law, in equity or before any administrative tribunal, which might have the effect of preventing Lessee from complying with the terms of this Lease). Both parties agree that any breach of any of the terms or conditions of this Lease by the Lessee shall constitute cause for termination.

7.12 Termination without Cause. Lessor may terminate this Lease, without cause and without declaring a default, by providing written notice to Lessee thirty (30) days before the intended termination or next rental due date. This termination ability is in addition to that which is provided for in Section 2 above.

7.2 Termination by the Lessee. Lessee may terminate this Lease provided however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date.

8. USE:

8.1 Lessee shall use the Premises for Transitional Housing for Homeless Families, or any other use which is reasonably comparable, and for no other purpose. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority, which are applicable to the conduct of Lessee's business. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties.

8.2 Other than guide, signal, certified therapy and Seeing Eye dogs ("allowed dogs"); Lessee shall not keep or allow in the Premises any pets, animals, birds, fish or reptiles. Lessee shall maintain the property in at least the same condition it is currently in, and shall not allow the Premises to become unclean, unsightly or unsafe as determined by the Lessor.

8.3 In order to protect the health and safety of other tenants, the Lessee shall be responsible for the removal of waste products produced by the allowed dogs. The Lessee shall immediately remove waste materials and dispose of properly.

9. ANNUAL OPERATIONS PLAN:

The Lessee, within sixty (60) days of the execution of this Lease, shall submit an Operations Plan to the Lessor or his designee. The plan shall specify days, and hours of operation for those days. The plan will pertain to the term of this Lease and shall commence thirty (30) days after its submission. In the event the Lessor or his designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

10. ALTERATIONS, ADDITIONAL FACILITIES OR FIXTURES:

10.1 No alterations, modifications or additions to the Premises may be made without written permission of Lessor. If written permission is granted, the alterations, modifications or additions shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

10.2 The plans and specifications for any temporary or permanent facility or fixture shall be submitted for approval of the Lessor. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Lessor or his designee shall have the authority to approve or disapprove of all such facilities or fixtures placed upon or proposed to be placed upon the Premises.

10.3 Lessee may, at termination of this Lease, remove all equipment, facilities or fixtures that are of a temporary nature. Any permanent facility or fixtures shall be considered the property of the Lessor.

10.4 The Lessor reserves the right to make such improvements to the property as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the Premises.

11. MAINTENANCE, DAMAGE AND REPAIRS:

11.1 Lessee has the obligation to maintain the Premises in good order and repair during the term of this Lease

11.2 Lessor shall, during the term of this Lease or any renewals, make repairs to the Premises in which each single incident of repair exceeds Two Hundred Fifty Dollars (\$250.00) per occurrence, provided that such repairs were not caused by the purposeful, knowing, reckless, or negligent conduct (“damaging conduct”) of the Lessee. If repairs become necessary because of damaging conduct by the Lessee, Lessee is liable for the full cost of restoring the Premises to its original condition or better, and for all damages that occur as a result of such conduct.

11.3 The Lessee shall be responsible for all minor repairs to the Premises in which each single incident of repair is less than or equal to Two Hundred Fifty (\$250.00) per occurrence and be responsible for making and paying for such repairs in a timely manner. Lessee shall, except in the case of an emergency, inform the Lessor, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that will be made. The Lessor has no obligation to inspect the Premises for needed repairs. The Lessee shall be liable to Lessor for damages caused as a result of Lessee’s operations or failure to repair the Premises.

11.4 The Lessee shall be responsible for all minor maintenance to the Premises in which each single incident of maintenance is less than Two Hundred Fifty (\$250.00) per occurrence and be responsible for making and paying for such maintenance in a timely manner. For routine maintenance (e.g., changing light bulbs), no notification to the Lessor is required. The Lessor has no obligation to

inspect the Premises for needed maintenance. The Lessee shall be liable to Lessor for damages caused as a result of Lessee's operations or failure to maintain the Premises.

11.5 It is the intent of the Lessor to insure that the facility is maintained so as to present as visually pleasing appearance as possible. Lessee shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of its operations on the Premises.

11.6 Materials that are used periodically on a temporary basis for the conduct of the Lessee's operations shall be neatly arranged and generally removed from the sight of the casual observer.

12. PARKING:

12.1 Parking Spaces. There are a total of 70 parking spaces at the LifeSteps campus. 4 are reserved for this Premise, 22 are reserved for other Premises, and there are 44 unreserved, shared parking spaces. The spaces reserved for this Premises are currently designated as space numbers 18 and 25 through 27 (or the east side of the unpaved east parking lot), and are shown on the attached map, dated September, 15, 2010, which is made a part of this Agreement and labeled as LifeSteps Parking Map. The location of the designated spaces may be changed from time to time by the Lessor, in writing, at its sole discretion.

12.2 Vehicle Parking. Lessee shall have exclusive use of the reserved parking space(s) designated in Paragraph 14.1 (as they may be amended from time to time), and may park additional vehicle(s) in the unreserved, shared parking spaces, if space is available. Lessee shall not use more parking spaces than specified without the written permission of the Lessor. Parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks ("Allowed Vehicles"). No vehicles other than Allowed Vehicles may be parked at the LifeSteps campus without the prior written permission of the Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors, licensees, guests or invitees to be loaded, unloaded, or parked in areas other than those designated in Paragraph 14.1.

(b) Lessee shall not store any vehicles in the unreserved parking spaces.

(c) If Lessee permits or allows any of the prohibited activities described in this Section, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to the Lessee, which cost shall be immediately payable upon demand by the Lessor.

12.3 Parking Rules and Regulations. Lessor, at its sole discretion, may regulate the loading and unloading of vehicles by adopting rules and regulations, which the Lessor may establish, modify, amend, and enforce for the management safety, care and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other lessees or tenants of the LifeSteps Campus and their licensees, guests and invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors, licensees, guests and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said rules and regulation by others at the LifeSteps Campus.

13. INDEMNIFICATION AND INSURANCE:

13.1 This Lease is made upon the expressed condition that the Lessor, its appointed officials, elected officials, employees and agents shall be free from any and all liabilities and claims for damages and/or lawsuits for, or by reason of death, injury or injuries to any person, or damage to property from any cause or causes whatsoever, while in or upon the Premises or any part thereof, or occasioned by any occupancy or use of said Premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor.

13.2 Lessee agrees that it will protect, indemnify, and hold the Lessor, its appointed officials, elected officials, employees, and agents harmless from all liabilities, costs, losses, expenses, suits, attorney fees, claims, and damages, however occurring, that arise from or relate to the Lessee's use of the Premises. Lessee further agrees to defend at its cost the Lessor in any actions filed in any court which may arise from any such death, injury, liability, cost, loss, expense, claim, or damage in the event the Lessor is named as a defendant in said action; provided, however, that Lessee shall have no obligation to indemnify nor defend Lessor for loss or injury caused solely from the negligence of the Lessor.

13.3 Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, general liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000) for all claimants arising out of a single transaction or occurrence. Lessee also agrees to provide Worker's Compensation insurance in the amounts required by Wyoming statutes.

13.4 It is recognized by and between the parties to this Lease 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 primary term of this lease, or any subsequent terms, then such insurance as outlined above from Lessee 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 Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

13.5 Lessee shall further provide that the insurance policy meets all of the following criteria: (1) it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor; (2) Community Action Partnership of Natrona County, its appointed officials, elected officials, employees and agents shall be named as additional insured on said policy; (3) insurance certificates shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal, except ten days for non-payment of premium; (4) the insurance shall be underwritten by acceptable insurers, licensed in Wyoming (unless otherwise approved by the Lessor); said insurance companies having a minimum A.M. Best Company rating of "B++" VI.

13.6 Lessee shall provide Lessor with certificates evidencing such insurance as outlined above immediately after execution of this Lease and prior to use of the property. Lessor's failure to request or review such policies, endorsements, and certificates shall not affect Lessor's rights or the Lessee's obligation hereunder.

13.7 Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance prior to the Lessee using the Premises for the uses specified in this Lease.

13.8 The parties agree and understand that the insurance coverage as provided and set forth above is a material provision of this Lease. Lessor shall have the unequivocal right to immediately terminate and cancel this Lease, and take possession of the Premises if the insurance required by this Lease is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

13.9 It is entirely the obligation of the Lessee to provide insurance for its personal property and for that of its employees, agents, licensees, invitees, or any others who may be present at the Premises. Lessor assumes no responsibility for such property.

13.10 Personal property on the Premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the Premises not due to Lessor's sole negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the Premises or from pipes or plumbing works of the same, or from any other place.

14. ENVIRONMENTAL COMPLIANCE:

14.1 Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

14.2 Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

14.3 Lessee shall immediately advise Lessor, in writing, of any of the following: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

14.4 Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

14.5 Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

15. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees to violate any of the terms and conditions of this Lease, nor to violate any law, rule, or regulation of the Lessor with respect to the Premises or otherwise.

16. RULES AND REGULATIONS:

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and all regulations of the Lessor, as currently exist and may be amended from time to time.

17. NOTICES:

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

Lessor: Community Action Partnership of
Natrona County
800 Werner Ct., Ste. 201

Casper, Wyoming 82601

Lessee: Community Action Partnership of
Natrona County
800 Werner Ct., Ste. 201
Casper, WY 82601

Any such written notice or demand shall be considered served upon the other Party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at the date and time it is deposited in the United States Mail, postage prepaid.

18. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer on behalf of the Lessor any and all taxes and assessments that may be assessed against the property upon reasonable notice by the Lessor as to the amount due and owing.

19. LESSEE'S RIGHT OF INSPECTION:

Lessee has fully inspected the property and the Lessee is satisfied with and has accepted the property in its current condition.

20. NO ASSIGNMENT BY LESSEE:

Community Action Partnership of Natrona County shall not assign any interest in this Lease and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the Lessor.

21. WYOMING GOVERNMENTAL CLAIMS ACT:

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

22. SALE OR ASSIGNMENT BY LESSOR:

22.1 Sale or Assignment Permitted. It is agreed that Lessor may at any time assign or transfer its interest as Lessor in and to this Lease, or any parts of it, and may at any time sell or transfer its interest in the fee of the Premises, or its interest in and to the whole or any portion of the Premises.

22.2 Attornment. Lessee agrees to attorn to the assignee, transferee or purchaser of Lessor, under all provisions of this Lease, from and after the date of

notice to Lessee of such assignment, transfer or sale, in the same manner and with the same force and effect as though this Lease were made, in the first instance, by and between Lessee and such assignee, transferee or purchaser. In the event of the exercise of the power of sale under, or foreclosure of, any deed of trust, mortgage or other encumbrance placed by Lessor against all or any portion of the Premises, Lessee shall upon demand attorn to the purchaser upon the effective date of any such sale or foreclosure of any such deed or trust, mortgage or other encumbrance, and shall recognize the purchaser or judgment creditor as the Lessor under the Lease.

22.3 Transfer of Lessor's Obligations. The term "Lessor" as used in this Lease, so far as the covenants or obligations on the part of Lessor are concerned, shall be limited to include only the owner(s) at the time in question of the fee of the Premises, and in the event of any transfer or conveyance of the Lessor's title to such fee, other than by way of security only, the Lessor herein named, except as hereinafter provided (and in case of any subsequent transfers of conveyances, except by way of security only, the then grantor) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed. Any funds in the hands of such Lessor, or then the grantor, at the time of such transfer or conveyance in which Lessee has an interest shall be turned over to the transferee or grantee, and an amount then due and payable to Lessee by Lessor, or by the then grantor, under any provision of this Lease shall be paid to Lessee. It is the intent of the parties that the covenants and obligations contained in this Lease on the part of the Lessor to be kept and performed by it shall, subject as aforesaid, be binding on Lessor, its successors and assigns only during and in respect to their respective successive periods of ownership.

23. MISCELLANEOUS COVENANTS:

23.1 Quiet Enjoyment. The Lessor further covenants that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the Premises during the Lease Term.

23.2 Debts, Liens and Encumbrances. The Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the Premises, and shall allow no liens to be placed against the demised property. Lessee shall indemnify the Lessor for all costs, including attorney fees, against any lien or encumbrance that is file or placed on the property.

23.3 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.

23.4 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). However, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

23.5 Nonwaiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

23.6 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other remedy provided in this Lease.

23.7 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Premises by Lessee prior to the expiration of the Lease Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lessor under any provision contained in the Lease, shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-tenancies, or operate as an assignment to Lessor of any or all such subleases or sub tenancies.

23.8 Amendment. No amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all parties

hereto.

23.9 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.

23.10 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of Lessor.

23.11 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.

23.12 Entire Lease. This Lease shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

23.13 Severability. If a court of competent jurisdiction renders any provision of this Lease (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.

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

23.15 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

23.16 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended

hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

Executed by the parties on the day and year first above written.

ATTEST:

K. McKenna
Kathy McKenna,
Secretary/Treasurer, Community Action
Partnership of Natrona County

LESSOR:

Community Action Partnership of Natrona
County
Sharon M. Darr
Sharon Darr,
Chair, Community Action Partnership of
Natrona County

WITNESS:

K. McKenna
Printed Name: Kathy McKenna
Title: Secretary/Treasurer

LESSEE:
Community Action Partnership of Natrona
County
Brenda Zickhoff
Printed Name: Ryan Klinger
Title: Executive Director
Vice Chair



LEASE AGREEMENT ("Lease")
LifeSteps Campus

THIS LEASE, entered into this 29 day of July 2014, by and between the following parties:

1. Community Action Partnership of Natrona County, 800 Werner Ct., Ste. 201, Casper, Wyoming, 82601 ("Lessor").
2. All About Family, Inc. P. O. Box 18, Evansville, Wyoming 82636 ("Lessee").

Throughout this document, Lessor and Lessee may be collectively referred to as the "parties."

IN CONSIDERATION of the rents, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor the following real and personal property, under the terms herein set forth (said property hereinafter referred to as the "Premises"):

Certain property (as defined below), including all its improvements or improvements to be provided by Lessor under the terms of this Lease (if any) being more fully described below, located in part of the North West quarter of the South East quarter (NW/4 SE/4) of Section 10, Township 33, Range 79, in the City of Casper, County of Natrona, State of Wyoming, more commonly known as LifeSteps Campus located at 1514 East 12th Street, #101 Casper, Wyoming, specifically the Premises known as Building H.

THE "PREMISES" ARE LEASED TO LESSEE "AS IS" WITH ALL FAULT, WITHOUT WARRANTY, EXPRESS OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE AND LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM ("Lease Term"):

2.1 The term of this Lease shall be for a period of zero (0) year(s) and Nine (9) month(s) commencing on October 1, 2014 ("Commencement Date") and ending June 30, 2015.

2.2 Lessee may request an extension of the Lease for an additional one (1) year term under the same terms and conditions contained herein, provided, however, that

the Lessee shall make such request in writing at least ninety (90) days prior to the end of the Lease Term. If Lessor does not agree in writing to extend the Lease, it shall expire at the end of the Lease Term. Rent for such renewal period, may, at the option of the Lessor, be increased.

3. ACCESS BY LESSOR:

3.1 The Lessor reserves the right of ingress and egress to and from all areas of the Premises at any time for the purpose of maintenance, public safety, and inspection purposes.

3.2 Lessor and its agents shall have the right to enter and examine the Premises at all reasonable times, to show it to prospective purchasers or prospective lessees, to maintain flowers, plants and other facilities in the common area, and to make such repairs as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon the Premises as may be required without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no way abate while the repairs are being made, by reason of loss or interruption of business of Lessee, or otherwise. However, Lessor and Lessee each shall cooperate with the other to the end that making such repairs and maintenance shall interfere as little as practically possible with the Lessee's business. During the six months prior to the expiration of the Lease Term, Lessor may place upon the Premises the usual notices "For Lease" or "For Rent" which notices Lessee shall permit to remain thereon without molestation.

4. INSPECTION PRIOR TO LEASE RENEWAL:

Lessor shall conduct an inspection of the Premises prior to any Lease renewal. This inspection shall denote any repairs which must be made by the Lessee to bring the building or other property to the same or better condition than it was prior to the Lessee's occupation of the Premises.

5. HOLDING OVER AND SURRENDER:

5.1 Holding Over. If Lessee should remain in possession of the Premises after the expiration of the Lease Term and without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease, specifically including the payment by Lessee of all rents, rent increases, utility charges and other charges due until the tenancy is terminated in a manner provided by law.

5.2 Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Premises, broom clean, in good condition and repair (reasonable wear and tear, excepted), together with all alterations, additions and improvements that may have been made in, to or on the Premises except movable furniture or unattached movable trade fixtures put in at Lessee's expense.

Lessee shall ascertain from Lessor within thirty (30) days before the end of the Lease Term whether Lessor desires to have the Premises or any part of the Premises, restored to their condition when the Premises were delivered to Lessee, and if Lessor shall so desire, then Lessee shall restore the Premises, or such part of the Premises, before the end of the Lease Term at Lessee's sole cost and expense. On or before the end of the Lease Term, Lessee shall remove all its property from the Premises, and all property not removed shall be deemed abandoned by Lessee. If the Premises are not surrendered at the end of the Lease Term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding lessee founded on the delay.

5.3. Survival of Obligations. All obligations of Lessee under this Lease not fully performed as of the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term. If Lessee's failure to perform prevents Lessor from reletting the Premises, Lessee shall continue to pay rent until such performance is complete. Upon the expiration or earlier termination of the Lease Term, Lessee shall pay to Lessor the amount, as estimated by Lessor, necessary to repair and restore the Premises as provided in this Lease and/or to discharge Lessee's obligations for unpaid amounts due or to become due to Lessor. All such amounts shall be used and held by Lessor for payment of such obligations of Lessee, with Lessee being liable for any additional costs upon demand by Lessor, or with any excess to be returned to Lessee after all such obligations have been determined and satisfied. Any otherwise unused Security Deposit shall be credited against the amount payable by Lessee under this Lease.

6. RENT AND UTILITIES:

6.1 Base Rent Plus Shared Utilities. The Lease rental for the Lease Term shall be the total yearly sum of Twenty Four Thousand Twenty One Dollars and Seventy Cents (\$24,021.70), which is calculated as shown in the *Rent Calculation Table* below, and shall be paid in monthly installments of Two Thousand One Dollar and Eighty-One Cents (\$2,001.81). The Lease rental is due and payable by the Lessee to the Lessor on the first day of each month through the end of the Lease Term, upon the execution of this Lease by all parties. Such rent payments shall be remitted to Community Action Partnership of Natrona County, Suite 201, 800 Werner Ct., Casper, Wyoming 82601.

Rent Calculation Table

	Premises Square Feet	Yearly Per Square Foot	Yearly Total	Monthly Total
Base Rent	2,690	4.29	\$11,540.10	\$961.68
Shared Metered Gas	2,690	2.68	\$7,209.20	\$600.77
Shared Metered Electric	2,690	0.92	\$2,474.80	\$206.23
Shared Metered Water	2,690	1.04	\$2,797.60	\$233.13
Lease Rental Totals			\$24,021.70	\$2,001.81

If "N/A" or "0" is shown in the *Rent Calculation Table*, it means that the particular utility type referenced is metered separately and shall be paid by the Lessee in accordance paragraph 6.2 of this Agreement.

6.2 Separately Metered Utilities. Lessee shall pay when due, at its sole cost and expense, all charges, surcharges, license or permit fees, liens, assessments or other expenses for water, gas, heat, electricity, power, cable, telephone service, storm and sanitary sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Lessee or any of its sub-lessees, licensees or concessionaires during the Lease Term.

6.3 Utility Interruption. In no event shall Lessor be liable for an interruption or failure in the supply of such utilities to the Premises.

6.4 Prorated Rent. In the event that the Commencement Date is on a day of the month other than the first, rent payable for that month shall be prorated to that number equal to the base rent divided by the number of days, including the Commencement Date, remaining in the month to determine the rent then payable.

6.5 Security Deposit. To secure the prompt and faithful payment of the rental in this Lease and the faithful performance by Lessee of all the other covenants and conditions to be performed, Lessee has, concurrently with the execution of this Lease, deposited with Lessor the sum specified of Two Thousand One Dollars and Eighty-One Cents (\$2,001.81), equal to one month's rent, the receipt whereof is hereby acknowledged by Lessor, in exchange for Cleaning and preparation of building H to be done by the Lessee. If the Lessee defaults in any payment of rental or fails to perform any of the other covenants or conditions, Lessor shall have the right to apply the security deposit, or any portion of it, toward the curing of the default or failure. In the event of any such application by Lessor, Lessee shall, upon written demand of Lessor, immediately deposit with Lessor a sufficient amount of cash to restore the security deposit to the original amount, and Lessee's failure to do so within ten (10) days after receipt of such demand from Lessor shall carry with it the same consequences as failure to pay an installment of rent due under this Lease. If this Lease is terminated for any other

reason than default by the Lessor, Lessor shall have the right to retain the security deposit until the expiration of the term of this Lease by lapse of time (whether or not this Lease has been earlier terminated) so that the full damages of Lessee may be ascertained. At the expiration of the term of this Lease by a lapse of time, if the Lessee has paid all of the rental due under this Lease and fully performed all of the other covenants and conditions, Lessor shall return to Lessee the security deposit, less any portion which may have been utilized by Lessor to cure any default or any damages suffered by Lessor, reasonable wear and tear excepted.

Neither the security deposit nor the application of it by the Lessor shall be a bar or defense to any action for unlawful detainer or to any action which Lessor may at any time commence for a breach of any of the covenants or conditions of this Lease. No interest shall accrue to Lessee or be payable by Lessor on account of the security deposit. Lessor's obligations with respect to the security deposit are those of a debtor and not a trustee. Lessor can maintain the security deposit separate and apart from Lessor's general funds or can commingle the security deposit with Lessor's general and other funds.

6.6 Late Payments and Grace Period. Lessee recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Lessor, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Lessee therefore agrees that if rent or any other sum due under this Lease is not paid within ten (10) days of the first of each month, a late charge shall be imposed in an amount equal to the greater of: (a) One Hundred Dollars (\$100.00), or (b) a sum equal to five percent (5%) of the unpaid rent or other payment for each month (measured from the due date) during which it is delinquent. The amount of the late charge to be paid by Lessee shall be reassessed and added to Lessee's obligation for each successive monthly period until paid. The provisions of this Section shall not relieve Lessee of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section in any way affect Lessor's remedies under any other section of this Lease when rent or other payment is unpaid after the date due.

7. TERMINATION:

7.1 Termination by the Lessor.

7.11 Termination for Cause. The Lessor has the right to immediately terminate this Lease for cause upon written notice to the Lessee of such termination (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings in law, in equity or before any administrative tribunal, which might have the effect of preventing Lessee from complying with the terms of this Lease). Both parties agree that any breach of any of the terms or conditions of this Lease by the Lessee shall constitute cause for termination.

7.12 Termination without Cause. Lessor may terminate this Lease, without cause and without declaring a default, by providing written notice to Lessee thirty (30) days before the intended termination or next rental due date. This termination ability is in addition to that which is provided for in Section 2 above.

7.2 Termination by the Lessee. Lessee may terminate this Lease provided however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date.

8. USE:

8.1 Lessee shall use the Premises for All About Family, Inc. for the purposes of *providing high quality skilled care to individuals needing residential and/or day rehabilitation, and skilled nursing services* or any other use which is reasonably comparable, and for no other purpose. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority, which are applicable to the conduct of Lessee's business. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties.

8.2 Other than guide, signal, certified therapy and Seeing Eye dogs ("allowed dogs"); Lessee shall not keep or allow in the Premises any pets, animals, birds, fish or reptiles. Lessee shall maintain the property in at least the same condition it is currently in, and shall not allow the Premises to become unclean, unsightly or unsafe as determined by the Lessor.

8.3 In order to protect the health and safety of other tenants, the Lessee shall be responsible for the removal of waste products produced by the allowed dogs. The Lessee shall immediately remove waste materials and dispose of properly.

9. ANNUAL OPERATIONS PLAN:

The Lessee, within sixty (60) days of the execution of this Lease, shall submit an Operations Plan to the Lessor or his designee. The plan shall specify days, and hours of operation for those days. The plan will pertain to the term of this Lease and shall commence thirty (30) days after its submission. In the event the Lessor or his designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

10. ALTERATIONS, ADDITIONAL FACILITIES OR FIXTURES:

10.1 No alterations, modifications or additions to the Premises may be made without written permission of Lessor. If written permission is granted, the

alterations, modifications or additions shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

10.2 The plans and specifications for any temporary or permanent facility or fixture shall be submitted for approval of the Lessor. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Lessor or his designee shall have the authority to approve or disapprove of all such facilities or fixtures placed upon or proposed to be placed upon the Premises.

10.3 Lessee may, at termination of this Lease, remove all equipment, facilities or fixtures that are of a temporary nature. Any permanent facility or fixtures shall be considered the property of the Lessor.

10.4 The Lessor reserves the right to make such improvements to the property as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the Premises.

11. MAINTENANCE, DAMAGE AND REPAIRS:

11.1 Lessee has the obligation to maintain the Premises in good order and repair during the term of this Lease

11.2 Lessor shall, during the term of this Lease or any renewals, make repairs to the Premises in which each single incident of repair exceeds Two Hundred Fifty Dollars (\$250.00) per occurrence, provided that such repairs were not caused by the purposeful, knowing, reckless, or negligent conduct ("damaging conduct") of the Lessee. If repairs become necessary because of damaging conduct by the Lessee, Lessee is liable for the full cost of restoring the Premises to its original condition or better, and for all damages that occur as a result of such conduct.

11.3 The Lessee shall be responsible for all minor repairs to the Premises in which each single incident of repair is less than or equal to Two Hundred Fifty (\$250.00) per occurrence and be responsible for making and paying for such repairs in a timely manner. Lessee shall, except in the case of an emergency, inform the Lessor, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that will be made. The Lessor has no obligation to inspect the Premises for needed repairs. The Lessee shall be liable to Lessor for damages caused as a result of Lessee's operations or failure to repair the Premises.

11.4 The Lessee shall be responsible for all minor maintenance to the Premises in which each single incident of maintenance is less than Two Hundred Fifty

(\$250.00) per occurrence and be responsible for making and paying for such maintenance in a timely manner. For routine maintenance (e.g., changing light bulbs), no notification to the Lessor is required. The Lessor has no obligation to inspect the Premises for needed maintenance. The Lessee shall be liable to Lessor for damages caused as a result of Lessee's operations or failure to maintain the Premises.

11.5 It is the intent of the Lessor to insure that the facility is maintained so as to present as visually pleasing appearance as possible. Lessee shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of its operations on the Premises.

11.6 Materials that are used periodically on a temporary basis for the conduct of the Lessee's operations shall be neatly arranged and generally removed from the sight of the casual observer.

12. PARKING:

12.1 Parking Spaces. There are a total of 70 parking spaces at the LifeSteps campus. 2 are reserved for this Premise, 26 are reserved for other Premises, and there are 42 unreserved, shared parking spaces. The spaces reserved for this Premises are currently designated as space numbers 14 and 15, and are shown on the attached map, dated September, 15, 2010, which is made a part of this Agreement and labeled as LifeSteps Parking Map. The location of the designated spaces may be changed from time to time by the Lessor, in writing, at its sole discretion.

12.2 Vehicle Parking. Lessee shall have exclusive use of the reserved parking space(s) designated in Paragraph 14.1 (as they may be amended from time to time), and may park additional vehicle(s) in the unreserved, shared parking spaces, if space is available. Lessee shall not use more parking spaces than specified without the written permission of the Lessor. Parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks ("Allowed Vehicles"). No vehicles other than Allowed Vehicles may be parked at the LifeSteps campus without the prior written permission of the Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors, licensees, guests or invitees to be loaded, unloaded, or parked in areas other than those designated in Paragraph 14.1.

(b) Lessee shall not store any vehicles in the unreserved parking spaces.

(c) If Lessee permits or allows any of the prohibited activities described in this Section, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow

away the vehicle involved and charge the cost to the Lessee, which cost shall be immediately payable upon demand by the Lessor.

12.3 Parking Rules and Regulations. Lessor, at its sole discretion, may regulate the loading and unloading of vehicles by adopting rules and regulations, which the Lessor may establish, modify, amend, and enforce for the management safety, care and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other lessees or tenants of the LifeSteps Campus and their licensees, guests and invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors, licensees, guests and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said rules and regulation by others at the LifeSteps Campus.

13. INDEMNIFICATION AND INSURANCE:

13.1 This Lease is made upon the expressed condition that the Lessor, its appointed officials, elected officials, employees and agents shall be free from any and all liabilities and claims for damages and/or lawsuits for, or by reason of death, injury or injuries to any person, or damage to property from any cause or causes whatsoever, while in or upon the Premises or any part thereof, or occasioned by any occupancy or use of said Premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor.

13.2 Lessee agrees that it will protect, indemnify, and hold the Lessor, its appointed officials, elected officials, employees, and agents harmless from all liabilities, costs, losses, expenses, suits, attorney fees, claims, and damages, however occurring, that arise from or relate to the Lessee's use of the Premises. Lessee further agrees to defend at its cost the Lessor in any actions filed in any court which may arise from any such death, injury, liability, cost, loss, expense, claim, or damage in the event the Lessor is named as a defendant in said action; provided, however, that Lessee shall have no obligation to indemnify nor defend Lessor for loss or injury caused solely from the negligence of the Lessor.

13.3 Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, general liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000) for all claimants arising out of a single transaction or occurrence. Lessee also agrees to provide Worker's Compensation insurance in the amounts required by Wyoming statutes.

13.4 It is recognized by and between the parties to this Lease 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 primary term of this lease, or any subsequent terms, then such insurance as outlined above from Lessee 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 Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

13.5 Lessee shall further provide that the insurance policy meets all of the following criteria: (1) it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor; (2) Community Action Partnership of Natrona County, its appointed officials, elected officials, employees and agents shall be named as additional insured on said policy; (3) insurance certificates shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal, except ten days for non-payment of premium; (4) the insurance shall be underwritten by acceptable insurers, licensed in Wyoming (unless otherwise approved by the Lessor); said insurance companies having a minimum A.M. Best Company rating of "B++" VI.

13.6 Lessee shall provide Lessor with certificates evidencing such insurance as outlined above immediately after execution of this Lease and prior to use of the property. Lessor's failure to request or review such policies, endorsements, and certificates shall not affect Lessor's rights or the Lessee's obligation hereunder.

13.7 Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance prior to the Lessee using the Premises for the uses specified in this Lease.

13.8 The parties agree and understand that the insurance coverage as provided and set forth above is a material provision of this Lease. Lessor shall have the unequivocal right to immediately terminate and cancel this Lease, and take possession of the Premises if the insurance required by this Lease is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

13.9 It is entirely the obligation of the Lessee to provide insurance for its personal property and for that of its employees, agents, licensees, invitees, or any others who may be present at the Premises. Lessor assumes no responsibility for such property.

13.10 Personal property on the Premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the Premises not due to Lessor's sole negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the Premises or from pipes or plumbing works of the same, or from any other place.

14. ENVIRONMENTAL COMPLIANCE:

14.1 Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

14.2 Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

14.3 Lessee shall immediately advise Lessor, in writing, of any of the following: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

14.4 Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the

property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

14.5 Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

15. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees to violate any of the terms and conditions of this Lease, nor to violate any law, rule, or regulation of the Lessor with respect to the Premises or otherwise.

16. RULES AND REGULATIONS:

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and all regulations of the Lessor, as currently exist and may be amended from time to time.

17. NOTICES:

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

Lessor: Community Action Partnership of
Natrona County
800 Werner Ct., Ste. 201
Casper, Wyoming 82601

Lessee: All About Family, Inc.
P.O. Box 18
Evansville, WY 82636

Any such written notice or demand shall be considered served upon the other Party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at the date and time it is deposited in the United States Mail, postage prepaid.

18. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer on behalf of the Lessor any and all taxes and assessments that may be assessed against the property upon reasonable notice by the Lessor as to the amount due and owing.

19. LESSEE'S RIGHT OF INSPECTION:

Lessee has fully inspected the property and the Lessee is satisfied with and has accepted the property in its current condition.

20. NO ASSIGNMENT BY LESSEE:

All About Family, Inc. shall not assign any interest in this Lease and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the Lessor.

21. WYOMING GOVERNMENTAL CLAIMS ACT:

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

22. SALE OR ASSIGNMENT BY LESSOR:

22.1 Sale or Assignment Permitted. It is agreed that Lessor may at any time assign or transfer its interest as Lessor in and to this Lease, or any parts of it, and

may at any time sell or transfer its interest in the fee of the Premises, or its interest in and to the whole or any portion of the Premises.

22.2 Attornment. Lessee agrees to attorn to the assignee, transferee or purchaser of Lessor, under all provisions of this Lease, from and after the date of notice to Lessee of such assignment, transfer or sale, in the same manner and with the same force and effect as though this Lease were made, in the first instance, by and between Lessee and such assignee, transferee or purchaser. In the event of the exercise of the power of sale under, or foreclosure of, any deed of trust, mortgage or other encumbrance placed by Lessor against all or any portion of the Premises, Lessee shall upon demand attorn to the purchaser upon the effective date of any such sale or foreclosure of any such deed or trust, mortgage or other encumbrance, and shall recognize the purchaser or judgment creditor as the Lessor under the Lease.

22.3 Transfer of Lessor's Obligations. The term "Lessor" as used in this Lease, so far as the covenants or obligations on the part of Lessor are concerned, shall be limited to include only the owner(s) at the time in question of the fee of the Premises, and in the event of any transfer or conveyance of the Lessor's title to such fee, other than by way of security only, the Lessor herein named, except as hereinafter provided (and in case of any subsequent transfers of conveyances, except by way of security only, the then grantor) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed. Any funds in the hands of such Lessor, or then the grantor, at the time of such transfer or conveyance in which Lessee has an interest shall be turned over to the transferee or grantee, and an amount then due and payable to Lessee by Lessor, or by the then grantor, under any provision of this Lease shall be paid to Lessee. It is the intent of the parties that the covenants and obligations contained in this Lease on the part of the Lessor to be kept and performed by it shall, subject as aforesaid, be binding on Lessor, its successors and assigns only during and in respect to their respective successive periods of ownership.

23. MISCELLANEOUS COVENANTS:

23.1 Quiet Enjoyment. The Lessor further covenants that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the Premises during the Lease Term.

23.2 Debts, Liens and Encumbrances. The Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the Premises, and shall allow no liens to be placed against the demised property. Lessee shall indemnify the Lessor for all costs, including attorney fees, against any lien or encumbrance that is file or placed on the property.

23.3 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.

23.4 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). However, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

23.5 Nonwaiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

23.6 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other remedy provided in this Lease.

23.7 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Premises by Lessee prior to the expiration of the Lease Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lesser under any provision contained in the Lease, shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-

tenancies, or operate as an assignment to Lessor of any or all such subleases or sub tenancies.

23.8 Amendment. No amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all parties hereto.

23.9 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.

23.10 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of Lessor.

23.11 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.

23.12 Entire Lease. This Lease shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

23.13 Severability. If a court of competent jurisdiction renders any provision of this Lease (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.

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

23.15 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of

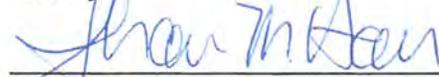
Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

23.16 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

Executed by the parties on the day and year first above written.

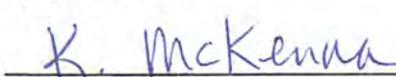
LESSOR:

Community Action Partnership of Natrona County



Sharon Darr,
Board Chair, Community Action Partnership of Natrona County

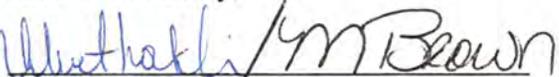
ATTEST:



Kathy McKenna,
Secretary/Treasurer, Community Action Partnership of Natrona County

LESSEE:

All About Family, Inc.



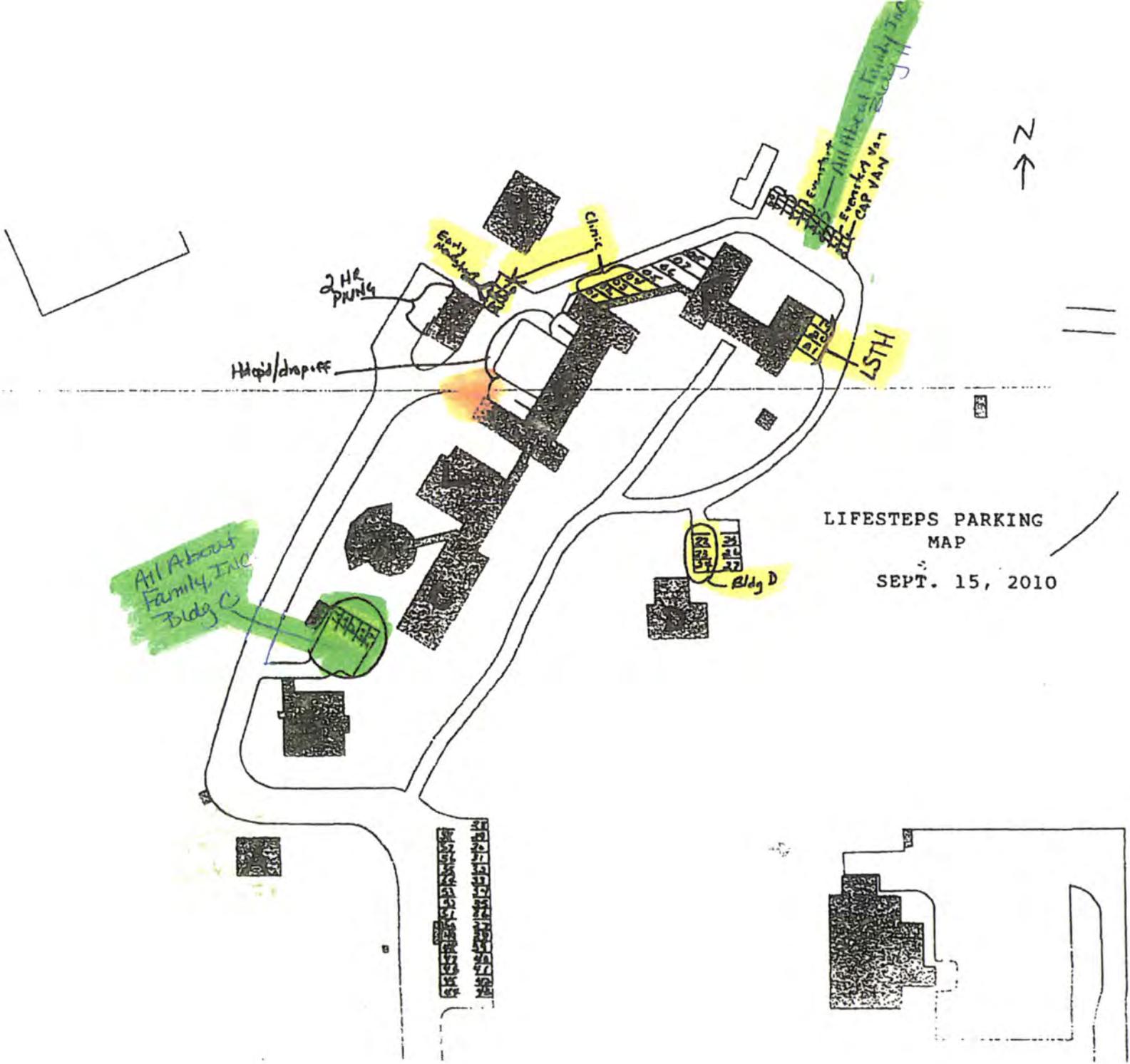
Printed Name: Velvet Locklin/Melodi Brown

Title: Co-owners

WITNESS:

Printed Name: _____

Title: _____





Western States Fire Protection via API Systems Integrators

Proudly serving Wyoming and South Dakota

7308 West Yellowstone Hwy Casper, WY 82604

Phone: 307.266.5222 Fax: 307.266.5224

Monitoring Billing Department 1-866-394-9737

Remit ONLY Monitoring Payments to New Address:

PO Box 189 Orland Park, IL 60462-0189

FOR SERVICE INQUIRIES C
307-265-1600
FOR BILLING INQUIRIES C
866-394-9737



ISSUE DATE	DUE DATE
4/28/2014	5/15/2014
CUSTOMER NUMBER	
WSF7115	

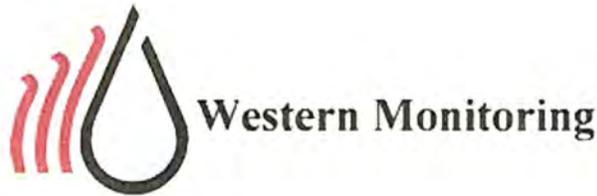
INVOICE

For Service At: 1514 East 12th Street, Casper, WY

DATE	DESCRIPTION	INVOICE #	AMOUNT
04/28/14	Monitoring Service - Fire For MAY 1, 2014 To APR 30, 2015 <div style="border: 1px solid black; padding: 5px; display: inline-block;">Bldg. H</div> 10/6625/230/ Received MAY 02 2014 BY: _____ Thank you for paying promptly	16972	282.00
		TOTAL AMOUNT DUE	\$282.00

DATE	DESCRIPTION	INVOICE #	AMOUNT
03/28/14	Monitoring Service - Fire For APR 1, 2014 To MAR 31, 2015 Received APR 03 2014 BY: _____ Auto Renew w/ paid invoice.	16413	282.00

Received



OCT 20 2013

BY: _____

INSTALLATION AND MONITORING AGREEMENT

THIS INSTALLATION AND MONITORING AGREEMENT is made this 26 day of Feb, 2013 by and between Western States Fire Protection, hereinafter referred to as the Contractor and CAPNIC hereinafter referred to as customer.

Systems and Service: Customer hereby requests Contractor (Western States Fire Protection) (Western Monitoring) to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System Owned by Western Monitoring when specified in Schedule of Equipment) and services to be provided (the Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the terms and conditions of this agreement for the changes specified below:

Monitoring Services

- Fire
- Elevator
- Burglar
- Hold-Up/Panic
- Critical Condition
- Other _____

Schedule of Equipment Owned by Western Monitoring

- Radio Communicator/Transmitter
- I.P. Communicator/Transmitter
- Conventional Dialer Communicator/Transmitter
- UDACT Universal Communicator/Transmitter
- Critical Condition Communicator/Transmitter
- Other Customer Owned
- N/A Customer Owned Equipment

Account # _____ (If multiple accounts itemized list shall be indicated on Record of Completion)

Payment for Installation/Connection: Customer agrees to pay Contractor agreed total amount listed below as Installation/Connection Fee upon completion of installation/connection.

Installation/Connection Fee: _____ One-time charge.

Payment for Monthly Services: Customer agrees to pay Contractor agreed total amount listed below as Monthly Service Charges which shall be billed and payable in advance (NET 30 days) under, one of the following options: Option #1 Quarterly, Option #2 Semi Annual, or Option #3 Annual. Customer shall pay in advance a prorated amount equal to the amount due until the next scheduled billing cycle. Customer further agrees that at any time following expiration of the first 12 months of this Agreement, Contractor shall have the right, at any time, to increase the monthly service charges based on any increased permits, taxes, licenses and / or monitoring fees which may be imposed upon the Contractor by any governmental agency, authority having jurisdiction and / or any third party monitoring agency.

Monthly Service Charges: \$23.50/Month (\$282.00/Year)
Sub Accounts \$33.00/Building/Year

Selected Payment Option: #1 Quarterly #2 Semi Annual #3 Annual

Payment Method: Check Direct Debit Credit Card (See attached Payment Form)

Term, Renewal, and Expiration. This Agreement shall remain in force for an initial term of 60 months from the date the system is installed and becomes operative, or the date of execution of this agreement, whichever is later. It shall be automatically renewed for consecutive terms of one year, unless one party gives written notice to the other at least 60 days prior to the then current term of its intent to allow this Agreement to expire at the end of such term.

Western Monitoring
Western States Fire Protection Co.

By: Sarahs Harbour

Title: Service Coordinator

ADDITIONAL TERMS AND CONDITIONS:

1. Limitation of Contractor's Liability. It is understood that Contractor is not an insurer, that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's premises. **CONTRACTOR CAN GIVE NO ASSURANCE AND DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,** that the System or Services supplied will avert or prevent burglary, fire or other occurrences, or their related consequences, that the System Services are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of the Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, injury or death due directly or indirectly, to occurrences, or their related consequences, that the System or Services are designed to detect: that if Contractor should be found liable for loss, damage, injury or death due to failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or \$250.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage, or injury regardless of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor, its agents or employee. No suit or action shall be brought against Contractor more than one year the accrual of the cause of action thereof. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply to all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this agreement provides for a direct connection to a municipal police or fire department or other organizations, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization.

The parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against losses to his own property or the property of others in the protected Premises. **TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS CONTRACTOR AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION AT THE CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, REGARDLESS OF WHETHER IT IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER. IT IS THE INTENTION OF THIS INDEMNITY AGREEMENT TO INDEMNIFY THE CONTRACTOR AND ALL AGENTS AND EMPLOYEES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT.** Customer is encouraged to make Contractor an additional insured on its policies.

2. Limited Warranty. If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 1 year from the date the System is placed into operation. If, during the 1 year period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instruction's properly; (c) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (c) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded.

2.1 Extended Warranty. Whereas Western Monitoring retains ownership of equipment only where indicated above under the schedule of equipment, an extended warranty shall be applicable against materials and labor. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instruction's properly; (c) to problems due to electrical power or telephone service outage. If Customer calls for service under this extended warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (c) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this extended warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded.

4. Miscellaneous Charges and Increases in Charges.

(a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Service provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement.

(b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or police protection district as a result of any false alarm, customer should pay the full amount of such fine or penalty.

(c) The monthly service charges for monitoring exclude telephone company line charges if required. Customer shall also pay any telephone company toll charges incurred in the operation of the System. *(N/A When Radio service is utilized)*.

(d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirement the installation charge is subject to adjustment.

(e) If government agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such charges.

(f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type of system, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, system devices or services, the final contract price will be adjusted accordingly.

(g) Amounts payable to Contractor hereunder that are past due shall accrue interest at a rate of 18% per annum, or the maximum lawful rate, whichever is less.

5. Further Obligations of Customer.

(a) Customer, at its own expense, shall supply appropriate uninterruptable AC electric power located according to Contractor's requirements, and 2 telephone lines of local company interconnection jacks, if required. *(N/A When Radio service is utilized)*.

(b) Customer, at its own expense, shall supply appropriate (1) uninterruptable telephone line and (1) interruptible line of equipment communication and interconnection jacks, if required. *(N/A When Radio service is utilized)*.

(c) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(d) For those Premises where Contractor is to provide central station service, Customer shall furnish Contractor in writing a list of the names, title, residence addresses, phone numbers, and signatures of all persons authorized to enter the Premises of Customer during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.

(e) Customer shall carefully and properly set the alarm System each night or at such times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the system. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.

(f) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligation under this Agreement.

(g) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer.

(h) Any claim by Customer for improper installation or a defect in the System shall be made to the Contractor within 30 days after installation is completed.

(i) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.

(j) For those Premises where Contractor is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-off's and steam exhaust outside the Premises to be protected.

(k) For those Premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide any necessary AC power supply where required as well as shelf or desk space for monitors.

(l) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's Premises.

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6. Further Obligations of Contractor Limitations. (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service.

company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or its delayed performance. (*N/A When Radio service is utilized*).

(d) For those Premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.

(e) For those Premises with direct connection to the municipal police, fire department, or any other agency shown it is mutually understood and agreed that signals transmitted hereunder will be monitored in municipal police and/or fire departments or other locations, and that the personnel of such municipal police and/or fire department or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

7. Termination. (a) Contractor may terminate this agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment due (NET 30 days) as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendation made by Contractor for repair or replacement of defective parts of the System not covered under the limited warranty or maintenance service provided for therein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 8 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstance: (i) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; (ii) as provided on the front page relating to expiration; or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account.

(d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's Premises in order to deactivate any telephone line and/or radio transceiver signaling device.

8. Assignment. This Agreement may be assigned by Customer to any subsequent occupant of the Premises, so long as Contractor received 30 days advance written notice of such assignment, and the assignment may be accepted or this Agreement may be terminated by Contractor in its sole discretion. No assignment by Contractor shall relieve Customer from any liability hereunder. This Agreement may be assigned by Contractor to any successor to Contractor's business, in which case Contractor shall be relieved of all liability hereunder. Notwithstanding any assignment of this Agreement by Contractor, the limitations of the Contractor's liability contained in paragraph 1 shall continue to apply to Contractor.

9. Receipt of Copy. Customer acknowledges receipt of a copy of this Agreement and that he has read and understands it.



MECHANICAL SOLUTIONS

Long Building Technologies
307-265-5997
dburd@long.com

RE: LifeSteps Campus HVAC Contract 2014

Duane Burd [dburd@long.com]

Sent: Wednesday, May 21, 2014 2:46 PM

To: Robin Martinez

All is good I sent you a renewal letter and nothing is changed so the contract is back in place as if nothing has changed.

Thanks have a good day

Duane Burd

Account Manager

LONG Building Technologies

3534 Salt Creek Hwy.

Casper, WY 82601

307-265-5997 Office

307-259-6772 Cell



MECHANICAL SOLUTIONS

Mechanical Service Agreement

Quote Number:	February 28, 2012	Page 1 of 9
Customer:	Community Action Partnership of Natrona County Life Steps Building E 800 Werner Ct Suite 201 Casper, WY	
Equipment Location:	Building E,K,F,C,D Life Steps Campus Casper, WY	

GENERAL CONDITIONS

SERVICE AGREEMENT: This service agreement is designed to protect and extend the life of your capital investment in the HVAC equipment covered by this agreement. Additional benefits include maintaining operating efficiencies, system reliability and to help maintain a comfortable environment for your building's occupants. Service will be scheduled, on a regular basis based on manufacturers' recommendations, equipment application, run time, age and our experience.

Scheduled Service allows our technicians to become familiar with your HVAC equipment, your facility and their operating characteristics. This relationship helps minimize system failures and emergency shutdowns. Equipment tasking is used to record the services performed during the scheduled service.

TECHNICIANS: Trained and skilled technicians will perform the work required under this agreement utilizing advanced service procedures and state-of-the art tools. Ongoing training is given to our technicians to assure maximum service performance.

SERVICE REPORT: Our service report is used to provide communications from LONG Mechanical Solutions to our customers. A service report will be provided after each service visit. These service reports shall describe the work performed, list any deficiencies found and provide recommendations for required repairs.

QUALITY PERFORMANCE: LONG Mechanical Solutions is committed to providing quality service to our customers within the provisions, terms and conditions of this agreement. In order to maintain our high quality standards we will periodically ask you for feedback on the services performed under this agreement. We also welcome your unsolicited comments at any time.

COMPLIANCE WITH LAWS AND REGULATIONS: Refrigerant management is an ongoing service provided to all of our customers. LONG Mechanical Solutions will comply with regulations concerning the proper handling of refrigerants and other hazardous chemicals.

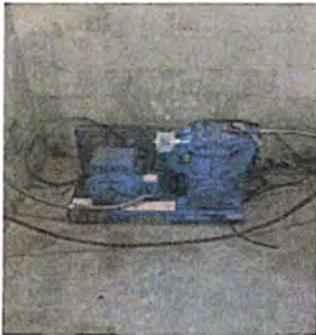


Quote Number:	February 28, 2012	Page 2 of 9
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Coverage: This agreement covers only the equipment and systems listed in the equipment section of this agreement, and only for the coverage included below and additionally detailed on the equipment pages.

HVAC-Scheduled Service Coverage		
<p>Scheduled Service coverage includes the labor and materials required to perform Scheduled Service on the equipment listed in the equipment section of this agreement. Work performed during this inspection will be recorded on the task sheets. This will include quarterly filter changes for the 4 Lennox air handlers in Building E. Steam boiler chemical treatment. Annual maintenance services for spring start-up for the 4 AC units. This labor is for preventive maintenance and does not cover repair labor or materials. Service to include monthly and annual inspections on HVAC equipment in buildings K,F,C and D listed below. This will include maintenance on the DDC controls and pneumatics in each of the buildings listed.</p>		
HVAC Equipment		Steam boiler
Location:	Building E	
Brand:	Burnham	
Model:	980	
Serial:		
Serviced:	Monthly – Weekly blow-down	
Startup	Annually- September	
Shut down	June	This will include steam boiler water treatment
HVAC Equipment		Lennox Air Handler & Condensers (4)
Location:	Top floor of Building E	
Brand:	Lennox	
Model:		
DDC Controls	Checked Quarterly	
Serviced:	Quarterly	
Belt:	Annually	

Quote Number:		February 28, 2012	Page 3 of 9
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Air Filter:	Quarterly	This service includes cleaning the condensers in the Spring.	
HVAC Equipment		Thermal Solutions Boiler	
Location:	Building F		
Brand:	Thermal Solutions Boiler		
Model:			
DDC Controls	Checked Quarterly		
Serviced:	Monthly during the winter months		
HVAC Equipment		Hot Water Pumps (2)	
Location:	Building F		
Brand:	Armstrong		
Model:			
DDC Controls	Checked Quarterly		
Serviced:	Monthly during the winter months		
HVAC Equipment		Air Compressor	
Location:	Building F		
Brand:	Quincy		
Model:			
Pneumatic Controls	Checked Monthly		
Serviced:	Monthly		
Belt:	Annually		
Air Filter:	Annually	This service includes changing the oil annually	

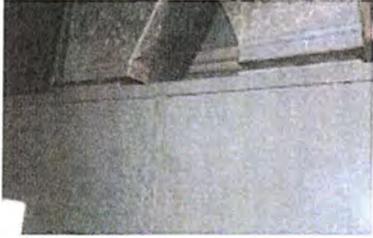
Quote Number:		February 28, 2012	Page 4 of 9
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HVAC Equipment			Air Dryer			
Location:	Building F					
Brand:	Quincy					
Model:						
Pneumatic Controls	Checked Monthly					
Serviced:	Monthly					
Air Filter:	Quarterly	This service includes cleaning the condenser coil				
HVAC Equipment			Domestic Hot Water			
Location:	Building F					
Brand:	Bradford White					
Model:						
Serviced:	Every other month					
HVAC Equipment			Furnaces (2)			
Location:	Building K					
Brand:	Day Nite Furnaces					
Model:						
Serviced:	Quarterly					
Belt:	Annually					
Air Filter:	Quarterly					

Quote Number:	February 28, 2012	Page 5 of 9
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HVAC Equipment		Boiler	
Location:	Building K		
Brand:	Telidyne Laars		
Model:			
Serviced:	Monthly		
HVAC Equipment		Make Up Air Unit	
Location:	Building K Kitchen Roof		No Picture
Brand:			
Model:			
Serviced:	Quarterly		
Belt:	Annually		
Air Filter:	Quarterly		
HVAC Equipment		Boiler	
Location:	Building C		
Brand:	Crane		
Model:			
Serviced:	Monthly		
HVAC Equipment		Air Compressor	
Location:	Building C		
Brand:	Quincy		
Model:			
Serviced:	Monthly		
Belt:	Annually		
Air Filter:	Annual	This service includes changing the oil annually	

Quote Number:		February 28, 2012	Page 6 of 9
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HVAC Equipment		Air Handler Gym	
Location:	Building C		
Brand:			
Pneumatic Controls	Quarterly		
Serviced:	Quarterly		
Belt:	Annually		
Air Filter:	Quarterly		
HVAC Equipment		Boiler	
Location:	Building D		
Brand:			
Model:			
Serviced:	Monthly during winter		
HVAC Equipment		Domestic Hot Water	
Location:	Building D		
Brand:	Bradford White		
Model:			
Serviced:	Monthly		



Quote Number:	February 28, 2012	Page 7 of 9
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Duration: This is a 1 year agreement. The agreement will go into effect on February 1, 2012 and will continue through January 31, 2013.

After the initial agreement period this agreement shall automatically renew for an additional period unless either party gives written notice to the other of the intention not to renew the agreement. Any price adjustment will be made at this time.

PAYMENT FOR SUPPLEMENTAL SERVICES: Additional services, beyond the scope of this agreement, will be furnished upon request with proper authorization. All additional services not covered under this agreement and separately contracted, will be invoiced by LONG and payable by customer at preferred contract customer rates.

YOUR ANNUAL INVESTMENT FOR THIS AGREEMENT IS:

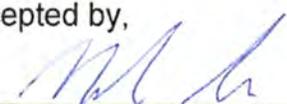
Seventeen Thousand Two hundred Fifty Dollars **\$17,250.00**
Billed quarterly at \$4,312.50 (payment terms net 30 days).

This price will be held firm for 30 days.

Your building technology partner,

Wayne Johnson
Vice President of Wyoming

Date: 3/12/2012

Accepted by,

Authorized Signature

Nichole Collier
Printed Name

Date: 2/28/2012 PO #: _____



TERMS AND CONDITIONS OF SALE

1. **RESPONSIBILITIES** - In order to permit LONG Building Technologies (LONG) to properly perform the Scheduled Services included in this agreement, customer agrees:
 - a. To provide reasonable and timely access to all covered equipment and systems.
 - b. To allow LONG to start and stop equipment, with proper notice and coordination, during our normal business hours, Monday through Friday 8:00AM to 4:30PM.
2. **LIMITATIONS OF LIABILITY** - Neither party shall be liable to the other party for personal injuries, consequential, incidental or property damage of any nature arising from causes beyond its reasonable control or without its fault or negligence. Nor shall either party be liable for any delay or default in performing hereunder if such delay or default is caused by any condition or circumstances beyond its reasonable control, such as, but not limited to, governmental restrictions, strikes or other labor troubles, acts of God, interruption or irregularities in electrical power, etc.
3. **EXCLUSIONS** - The following are not the responsibility of LONG under this Agreement:
 - a. Scheduled Service after our normal business hours 8:00AM to 4:30PM Monday through Friday.
 - b. Day to day operation of the equipment.
 - c. Troubleshooting (investigation), repair and replacement services (service calls).
 - d. Inspections, alterations or replacements required by insurance companies, municipal or governmental authorities.
 - e. The detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment containing asbestos. Customer shall notify LONG in writing if any hazardous materials, including without limitation, asbestos, are present at the jobsite. Customer shall take adequate precautions to protect LONG, its employees, agents and subcontractors from such hazardous materials and will arrange for others to remove or encapsulate such hazardous materials if necessary for the performance of the work.
 - f. Working around and the removal of animal feces.
4. **TERMINATION** - LONG may terminate this Agreement upon written notice to customer in the event that any sums or monies due and payable under this Agreement are not paid when due. Either party may terminate this Agreement upon the expiration date of this Agreement provided that written notice of such termination is received by the other party. LONG reserves the right to deny service in the event of a past due balance.

Customer may terminate this agreement in the event of non-performance by LONG. A written notice identifying non-performance must be sent to LONG allowing 30 days to correct the deficiency. If the deficiency persists after 30 days, the agreement may be cancelled upon written notice to LONG. Customer may also terminate this agreement in the event of a change in building ownership. Written documentation of change in building ownership is required with cancellation notice. All account balances are due at the time of the termination of the agreement.



- 5. **NON-SOLICITATION** - Both parties agree that during the term of this agreement and for a period of one year after termination, not to discuss, solicit, hire or in any way cause any employee of the other to consider terminating their employment with one party in favor of starting their own company to provide services similar to those included in this agreement or for direct employment by the other party. Should this clause be violated it is agreed that the offended party will be significantly damaged. The offending party agrees to reimburse the offended party a minimum compensation equivalent to the last 3 years of wages, benefits and training paid and attributed to the solicited former employee. This clause can only be waived by the prior written agreement of executives of both parties to this agreement.

- 6. **DISPUTES, CHOICE OF LAW AND COSTS** - This contract shall be deemed to have been entered into and shall be governed by the laws of the state of Wyoming. In the event of any claims, disputes and controversies arising out of this contract, the parties hereby agree to enter into nonbinding mediation in Natrona County, Wyoming. Should the parties not be able to reach a resolution through such mediation, any action under this contract shall be initiated in the Seventh Judicial District, Natrona County, Wyoming. Each party is responsible for its own costs or attorney's fees that may be incurred under this contract. The customer does not waive any governmental immunity by entering in this Agreement, and specifically retains immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. 1-39-104(a) and all other state law.

- 7. **ENTIRE AGREEMENT** - When executed by the parties and approved by LONG's authorized representative, this Agreement contains the entire agreement between the parties with respect to the services covered herein. No other representations, warranties, or statements (whether expressed in customer's purchase order, customer contract or otherwise), shall be binding upon LONG unless expressly agreed to in writing by LONG's authorized representative.



Community Action
800 Werner Ct.
Casper, WY 82601

BY: _____

Proposal for 2014-2015

Roto Rooter proposes to hydro-jet all main sewer lines for all the buildings in the Lifesteps Campus being managed by Community Action, on a bi-monthly basis, and to clean all clogged drains in all buildings on an as needed Basis.

The Cost:

Each building main lines during bi-monthly scheduled maintenance time: \$220.00

Clogged drains in buildings while on-site doing bi-monthly scheduled maintenance: \$42.00

Clogged drains in buildings if called out between bi-monthly scheduled maintenance times: \$144.00 for the first drain line and then \$42.00 for each additional drain line at time of service.

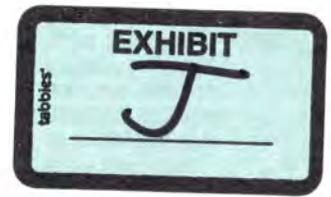
Roto Rooter thanks you for your past business, and we look forward to serving you in the future.

Roto Rooter Service Tech.

A handwritten signature in black ink that reads "Daniel D. Harris".

Daniel D. Harris

* Auto Re-new, pay AS Services rendered.



March 5, 2014

Community Action Partnership
 Robin Martinez
 Casper, WY 82601

Re: Renew cost for Yearly Maintenance for LifeStep campus

Dear Ms. Martinez

The year maintenance contract for the campus is up February 28, 2014. The cost for the annual maintenance is \$17,250.00. LONG would like to renew the contract for additional year at the same price. The new contract would start March 1, 2014 and run to February 28, 2015. The contract and monthly inspections will remain the same. All repairs and materials are additional costs to the contract.

~~LONG would like to add the cost of the software maintenance for the Gallagher door system and Milestone Video Surveillance system into the contract. This will you to keep the current rev for the software and LONG would be looking at the system and doors for you once a year. This would include the following:~~

~~Provide on-site labor to install software upgrades and review door and video programming and functions. This will include one inspection and operation of the doors and cameras hardware for building F. This will include travel costs. This does not include repair parts or labor that cannot be included in this trip.~~

~~Labor cost and expenses \$800.00
 Milestone & Gallagher software maintenance \$906.00
 Total cost \$1,706.00~~

The new cost for the contract would be:

HVAC Service	\$17,250.00
Security Service	\$1,706.00
Total Cost	\$18,956.00
	17,250.00

Thank you for choosing Long Building Technologies as your service provider. If you have any questions please call me.

Respectfully,

Duane A. Burd
 Account Manager



verizonwireless

Network Real Estate

Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921

June 1, 2005

City of Casper
Attn: City Manager's Office
200 North David
Casper, WY 82601

Housing Authority of the City of Casper
Attn: Director
1514 East 12th Street, Suite 105
Casper, WY 82601

Re: Option and Building Ground Lease and Rooftop dated September 21st 2004

Dear Sir or Madam:

On the 21st day of September, Verizon Wireless LLC Inc d/b/a Verizon Wireless entered into an Option and Lease Agreement with City of Casper and Housing Authority of the City of Casper for the use of the property located at 1514 East 12th Street, Casper, Wyoming.

Pursuant to the above referenced Agreement, this letter will serve as notification that we are exercising our option to enter into the lease effective November 1st 2004.

The initial term is for five (5) years at annual rent of \$9,600.00, to be paid in equally monthly installments of \$800.00 on the first day of the month in advance.

I have instructed our Accounting Department to issue a check in the amount of \$6,400.00, which represents the payment for the months of November 2004 through June 2005.

I trust the foregoing is clear, but should you have any questions now or in the future regarding this lease, please contact me at (908) 607-8842.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Ambrosio".

Jennifer Ambrosio
Coordinator-Network Real Estate

Site Name: CAS HUBER PARK/C#60082

Housing Authority
will collect lease
payment, and
will notify the
City Manager's
Office if there
are concerns.
DIANE
6-8-05

OPTION AND BUILDING GROUND LEASE AND ROOFTOP

LEASE AGREEMENT

This Agreement, made this 21st day of September, 2004, between the Housing Authority of the City of Casper, with its principal offices located at 1514 East 12th Street, Casper, Wyoming 82601, Tax ID #83-0242029 ("HACC") and the City of Casper, Wyoming, with its principal offices located at 200 North David Street, Casper, Wyoming 82601, Attn: City Manager, ("Casper") (HACC and Casper shall hereinafter collectively be designated as LESSOR) and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LESSOR owns or is the possessor in interest in the Property located in the City of Casper, County of Natrona, State of Wyoming, at 1514 East 12th Street, as more particularly described on Exhibit "A" attached hereto and made a part hereof. The entirety of the aforementioned real property is referred to hereinafter as the "Property." LESSEE desires to obtain an option to lease a portion of said Property, with a right-of-way subject to this Lease for access and utilities thereto, consisting of (i) an approximately twenty-foot (20') by thirty-five-foot (35') parcel of land containing approximately seven hundred (700) square feet ("Exterior Space") and (ii) space on the roof and facade of the existing building for use as a location for various communications equipment ("Antenna Space") as shown on Exhibit "B" attached hereto and made a part hereof.

OPTION AGREEMENT

NOW THEREFORE, in consideration of the sum of Eight Hundred and 00/100 Dollars (\$800.00), hereinafter referred to as "Option Money," to be paid by LESSEE to the LESSOR, which LESSEE will provide within thirty (30) days after execution of this Agreement, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, including a right-of-way for access thereto, for the term and in accordance with the covenants and conditions set forth herein. The Option Money due to LESSOR shall be payable directly to and solely for the benefit of HACC at its principal address located at 1514 East 12th Street, Casper, Wyoming 82601, unless otherwise agreed to by all Parties in writing.

The option may be exercised at any time on or prior to twelve (12) months from the date this Agreement is executed by all Parties. At LESSEE's election and upon LESSEE's prior written notification to LESSOR, the time during which the option may be exercised may be further extended for one additional period of twelve (12) months through and including the second anniversary of the date this Agreement is executed by all Parties, with an additional payment of Eight Hundred and 00/100 Dollars (\$800.00) by LESSEE to LESSOR for the option period so extended. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the Agreement, if the

option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property LESSOR shall immediately notify LESSEE in writing.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which consent will not be unreasonably withheld or delayed.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any federal, state or local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. Provided however, the enactment of any law or ordinance regulating the construction or operation of radio communication towers, antennas, or related equipment during the term of this lease shall not be deemed or considered as an action by the LESSOR which would adversely affect the status of the property.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option and Building and Rooftop Lease Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of this Option and Building and Rooftop Lease Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted.

On the date of such notice the following agreement shall take effect:

LEASE AGREEMENT

1. PREMISES. LESSOR owns or is the possessor in interest in the Property located in the City of Casper, County of Natrona, State of Wyoming, at 1514 East 12th Street, as more

CAS Huber Park, Alt. 1

particularly described on Exhibit "A" attached hereto and made a part hereof. LESSEE hereby leases to LESSOR a portion of said Property, with a right-of-way for access thereto, consisting of the Exterior Space and the Antenna Space together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises. The Exterior Space, Antenna Space and all access and utility connections thereto are collectively referred to hereinafter as the "Premises" and are substantially as shown in Exhibit "B" attached hereto and made a part hereof.

LESSOR also grants to the LESSEE the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes generally as shown in Exhibit "B" running from the leased floor space to the leased roof space and to install, maintain, replace and repair wires, cables, conduits and pipes from the Premises to the nearest appropriate utilities provider.

2. TERM; ELECTRICAL. This Agreement shall be for an initial term of five (5) years and shall commence on the date the option is exercised by LESSEE at which time rental payments will be due at an annual rental of Nine Thousand Six Hundred and 00/100 Dollars (\$9,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to the Housing Authority of the City of Casper, Attn: Director, 1514 East 12th Street, Casper, Wyoming 82601 or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The term and obligation to pay rent will begin immediately upon the exercise of the option ("Commencement Date").

Beginning at the first anniversary of the Commencement Date and at each subsequent anniversary of the Commencement Date thereafter, the annual rental for each year of this Agreement shall be equal to one hundred two percent (102%) of the annual rental payable with respect to the immediately preceding year. For example, the annual rental for the second year of this Agreement shall be equal to Nine Thousand Seven Hundred Ninety-Two and 00/100 Dollars (\$9,792.00), to be paid in equal monthly installments of Eight Hundred Sixteen and 00/100 Dollars (\$816.00) on the first day of the month, in advance.

LESSEE shall be solely responsible for all electrical and telephone service used by LESSEE. LESSEE shall furnish and install an electrical meter at its own cost and expense, and shall pay directly to the relevant utility provider its monthly telephone and power uses within thirty (30) days of the receipt of any billing therefore. LESSOR hereby grants LESSEE a right of way as may be reasonably necessary for LESSEE to connect to the telephone and electrical utility providers.

3. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. There shall be no additional automatic extensions of this Agreement after expiration of the third extension referred to in this Paragraph, at which time this Agreement shall terminate and have no further force or effect.

4. EXTENSION RENTALS. The annual rental for each year of the three (3) additional five (5) year extension terms shall be equal to one hundred two percent (102%) of the annual rental payable with respect to the immediately preceding year. All rental payments shall be paid in equal monthly installments on the first day of the month, in advance.

5. RELOCATION. In the event Casper demolishes all of the buildings used by HACC, LESSOR, on one (1) occasion, may require LESSEE to relocate all of the facilities described and set forth on Exhibit "C", at LESSEE'S sole cost and expense, to another location on LESSOR'S property, at LESSOR's sole request to a location that is mutually and technically acceptable (hereinafter referred to as the "Alternate Property") provided:

- (a) the Alternate Property is similar to LESSEE's current Premises in size;
- (b) LESSOR shall give LESSEE at least one hundred twenty (120) days written notice before requiring LESSEE to relocate;
- (c) LESSEE's service will not be interrupted by any act of LESSOR and LESSEE shall be allowed if necessary to place a temporary cell site and antenna structure on LESSOR's Property during relocation, if service is interrupted for any reason;
- (d) relocation shall be completed within six (6) months of LESSOR giving LESSEE notice to relocate its facilities as provided herein; and
- (e) in the event of such relocation, LESSEE agrees, to the extent that is reasonably practical, to disguise its antenna as a flagpole or other natural object in light of LESSOR'S potential future need for cemetery use of the Property.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. By way of example and not limitation, LESSEE shall have the right, at its sole option, to install and use at the Premises a generator, of the type and kind determined solely by the LESSEE, in connection with the LESSEE's communications facilities. LESSEE will maintain the leased portion of the roof in a weather tight condition. All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE agrees to mount all communications equipment on the roof in substantial conformance with (a) the roof warranty, (b) the reasonable requirements of the LESSOR, and (c) the plans and specifications contained in and set forth in Exhibit "C." Furthermore, the installation of any improvements on the roof shall be subject to the prior written consent of Casper, which consent shall not be unreasonably withheld. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, as long as any such repair, addition, or modification is in substantial conformance with the plans and specifications contained and set forth in Exhibit "C." LESSEE will maintain the Premises in good condition, reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition,

reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. Provided however, the enactment of any law or ordinance regulating the construction or operation of radio communication towers, antennas, or related equipment during the term of this lease shall not be deemed or considered as an action by the LESSOR which would adversely affect the status of the property. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or that the LESSEE determines that the site is no longer technically compatible for its use or that LESSEE, in its sole discretion, will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, the Parties shall have no further obligations, including the payment of money, to each other.

7. INDEMNIFICATION AND INSURANCE. LESSEE agrees to indemnify and hold the LESSOR harmless from any and all claims, including, but not limited to, claims for injury, death, property damage, court costs, reasonable attorney fees, losses or other damages arising out of LESSEE'S use and/or occupancy of the Property, except for such loss or damage caused by Casper or HACC. LESSEE further agrees to defend LESSOR in any actions that arise from any such claim or claims in the event either or both of the LESSORS are named as a defendant in any such action resulting from LESSEE operations. In this regard, LESSEE shall be solely responsible for all safety devices, operations and procedures required for the installation, service, removal, or accessing its communications equipment and building.

LESSEE hereby agrees to obtain, at its own cost and expense, public liability insurance coverage in amounts not less than the LESSORS' maximum liability under the Wyoming Governmental Claims Act, W. S. 1-39-101 et seq., as such amounts may be reasonably increased from time to time. The current limits under W. S. 1-39-101 et seq. are Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) to any claimant for any number of claims arising out of a single transaction or occurrence, and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence. LESSEE shall also provide property damage insurance in the sum of not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) per occurrence. In addition, LESSEE shall

carry workers' compensation coverage for LESSEE's employees whom work on the property being leased hereby with limits of coverage as statutorily required for such employees.

The intent of this Section is to insure that sufficient funds are available to fully insure LESSOR for the full amounts of its potential liability under the Wyoming Governmental Claims Act. If the limits set forth in the Wyoming Governmental Claims Act are altered, LESSEE shall procure insurance to provide LESSOR with full coverage according to said altered limits. The full limits of insurance required by this Section shall be available to indemnify LESSOR, if necessary. It is the intent of the Parties that the LESSOR not waive any immunity or limitation of its liability that is afforded by the Wyoming Governmental Claims Act.

LESSEE shall provide LESSOR with certificates evidencing such insurance as described above immediately after execution of this Agreement and prior to use of the Property. The parties hereto agree and understand that the insurance coverage as provided and set forth above is a material provision of this sublease. LESSOR, individually or jointly shall have the unequivocal right to terminate and cancel this Agreement upon written notice therefor if the insurance provided for herein is not procured by LESSEE, or is otherwise terminated or cancelled by the insurer thereof.

LESSEE hereby acknowledges that the LESSOR does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. §§ 1-39-101, et seq., and LESSOR specifically reserves the right to assert any and all rights and defenses they may have pursuant to the Wyoming Governmental Claims Act.

8. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

9. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment of the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. LESSEE agrees that it will not violate any Federal, State, or Local statute, ordinance, or rule

regarding the placement or siting of its antenna or related equipment, or any rule or standard of the Federal Communication Commission for transmitting antenna radio frequency emission safety.

10. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its equipment, equipment building, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted (including the repair of any damage to the roof or otherwise to the reasonable satisfaction of LESSOR and in compliance with the maintenance of the roof warranty, if any). LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

11. NOTICE OF SALE. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property is a part, LESSOR agrees to notify LESSEE and permit LESSEE to participate in the competitive bidding process if LESSEE so chooses. This provision shall not apply to any sale of the Property pursuant to the provisions of W.S. Section 15-1-112 (b) regarding trading with other governmental agencies.

12. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder.

13. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing covenants, shall peaceably and quietly have, hold and enjoy the Premises. HACC derives its rights to occupy the Property pursuant to a Lease Agreement with Casper, dated September 26, 1996 ("Prime Lease"). Pursuant to the terms of the Prime Lease, HACC may terminate the Prime Lease by giving Casper ninety (90) days prior written notice. In the event of the termination of the Prime Lease, Casper hereby agrees to allow LESSEE to continue to occupy the Property pursuant to the terms of this Agreement and Casper shall provide LESSEE with a location to them to make any payments due under the terms of this Agreement.

14. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

15. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

16. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state in which the Property is located.

17. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which consent will not be unreasonably withheld or delayed. LESSEE may sublet the Premises only with the prior written consent of LESSOR, which may be withheld in LESSOR's sole discretion. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

18. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Casper
Attn: City Manager's Office
200 North David
Casper Wyoming 82601

Housing Authority of the City of Casper
Attn: Director
1514 East 12th Street, Suite 105
Casper Wyoming 82601

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Unless otherwise provided herein, notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

20. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed will obtain and furnish to LESSEE a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. RECORDING. LESSOR agrees to execute a Memorandum of this Option and Building and Rooftop Lease Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

22. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Upon failure to cure any such default, the LESSOR may, at its option, terminate this Agreement, and LESSEE shall give up the Property peacefully in as near as practical to its original condition,

save and except normal wear and tear and acts beyond LESSEE'S control. Upon such default and termination LESSEE shall have ninety (90) days to enter upon the demised premises and remove its personal property. Upon such default and termination and subject to the requirements set forth in Paragraph 10, LESSOR shall have the right to enter upon the demised premises with or without process of law. Notwithstanding the above, the LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph. Notwithstanding the above, the parties understand and agree that LESSOR, either jointly or individually shall have the right to terminate this lease in the event LESSEE fails to carry the insurance as otherwise provided herein.

23. ENVIRONMENTAL. LESSOR warrants and agrees, to the best of LESSOR's knowledge, that neither it nor any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

24. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

25. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may, on its own behalf, make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

26. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

27. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

28. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

29. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Remainder of Page Intentionally Left Blank]

[Signature Lines On Next Page]

CAS Huber Park, Alt. 1

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Housing Authority of the City of Casper

By: LuAnn Alhusen
Name: LuAnn Alhusen
Title: Executive Director
Date: 9/9/04

Approved as to Form:

William C. Luben
William C. Luben, City Attorney

Attest

W.M. Dally
City Clerk

City of Casper, Wyoming,
A Wyoming Municipal Corporation

By: Barbara Watters
Name: Barbara E. Watters
Title: Mayor
Date: 9-21-04

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: Robert F. Swaine
Name: Robert F. Swaine
Title: West Area Vice President, Network
Date: 9-1-04



LICENSE AGREEMENT

THIS LICENSE AGREEMENT, entered into this 17th day of June, 2008, by and between the City of Casper, Wyoming, a Municipal Corporation, referred to as "Licensor", and Alltel Communications, LLC., a Delaware limited liability company, with its principal offices located at C/O Alltel Communications Inc., One Allied Drive, Little Rock, AR 72203 (Attn: Property Management), hereinafter referred to as "Licensee".

1. LICENSED PREMISES:

Licensor hereby agrees to license to Licensee the following described real property, and Licensee hereby agrees to take from Licensor, for the purpose of constructing a Communications Facility consisting of a tower, including locating wireless communications transmission and reception antennas and associated equipment, and for the construction and occupancy of an equipment shelter or building to house Licensee's equipment on the Property and for an Access/Utility License Route of ingress, egress and installation of utilities, for the term hereinafter provided, and any renewals thereof, the following described property, hereinafter known as the "Premises", to-wit:

LICENSE AREA DESCRIPTION:

The metes and bounds description set forth on Exhibit A, page 2 of 11 attached hereto.

And

ACCESS/UTILITY LICENSE ROUTE ("A/ULR"):

The metes and bounds description set forth on Exhibit A, page 3 of 11 attached hereto.

The Parties agree that although part of Exhibit A, page 3 of 11's title is shown as an *ACCESS/UTILITY EASEMENT DESCRIPTION*, a temporary license is being granted by the Licensor, **and not a permanent easement**. The license will terminate as further described in Section 3 of this License Agreement.

2. THE OPTION:

A. For the sum of One Thousand Dollars (\$1,000.00) to be paid to Licensor by Licensee upon execution of this Agreement and other good and valuable consideration, Licensor hereby grants to Licensee the irrevocable one year (12 months) option commencing from the date hereof, to License the Premises (as defined above) on the terms and conditions set forth below (the Option). Upon Licensee's exercise of the Option, the following terms and conditions, which constitute the License, shall govern the parties.

B. The Option may be exercised by Licensee, or subsidiary of Licensee, by written notification to Licensor prior to the expiration of the Option Period or any extension thereof. The time during which the Option may be exercised may be further extended by

mutual agreement in writing. In the event that Licensee exercises the Option, the term of the License shall commence as set forth in Paragraph 3 of this Agreement.

C. In the event Licensor fails to perform its obligations under this Agreement for any reason other than Licensee breach, Licensee may pursue all remedies available at law and in equity, including injunctive relief and specific performance, against Licensor.

3. TERMS AND TERMINATION:

The primary term of this License shall be for five (5) years ("Primary Term"), commencing upon the first day of the month as indicated in the exercise of the option ("Commencement Date"). The License shall automatically be extended for four (4) additional five (5) year renewal terms ("Renewal Terms").

The Renewal Terms will be subject to the same terms and conditions contained herein with the exception of monthly rent payments which will be adjusted to reflect a fifteen percent (15%) increase per term. The total of the Primary Term and Renewal Terms shall be twenty-five (25) years. At the end of the fourth (4th) Renewal Term, unless renewed or superseded, the License shall continue from month to month under the same terms and conditions set forth herein, including a fifteen percent (15%) increase in rent for a maximum of five (5) years, unless terminated by either party giving at least thirty (30) days prior written notice of such termination to the other party. If, at the end of five (5) years, this License has not been earlier terminated by either party upon thirty (30) days prior written notice to the other party, Licensor must cease possession of the Communications Facility unless the Parties are in good faith negotiating a new license.

Licensee may terminate this License at the end of the then current term by giving the Licensor written notice of intent to terminate at least six (6) months prior to the end of the then current term, and provided that Licensee is not in default hereunder and shall have paid all rents and sums due and payable to the Licensor by Licensee. Licensee may also terminate this Agreement immediately at any time during the twelve (12) month Inspection Option Period for any reason or no reason.

Licensor may terminate this License Agreement after the Third (3rd) Term of this Agreement, provided however, that Licensor shall notify the Licensee in writing of any such intention to terminate six (6) months before the intended date of termination.

When this License Agreement is terminated, Licensee's interest in the Licensed Premises (including the A/ULR) terminates, and the Licensee shall have no further interest in the Licensed Premises. This paragraph does not relieve the Licensee from its duty to repair and restore the Leased Premises under the terms of this License Agreement.

4. RENT:

Licensee shall pay to Licensor rent for the licensed Premises, the sum of one thousand dollars (\$1,000.00) per month, during the primary term, and an additional fifteen percent (15%)

increase per month for each additional term, payable in advance, to Licensor (Administrative Services Director) at 200 North David Street, Casper, Wyoming. The monthly rent per term shall be as follows:

Initial 5-year term	\$1,000.00 per month
Second term	\$1,150.00 per month
Third term	\$1,325.00 per month

Within thirty (30) days prior to the termination of the Third Term, the Licensor may notify the Licensee of the Licensor's intent to re-negotiate the rental amount. In the absence of said notice, the license shall be automatically renewed for two additional terms subject to the monthly rent per term as follows:

Fourth term	\$1,525.88 per month
Final term	\$1,749.00 per month

Rent shall be paid on or before the 1st day of each month during the above-stated term. The first month's rent shall be pro-rated as set forth in Paragraph 3 from the date of building permit approval to the last day of the month.

5. PURPOSE:

Licensee shall use the Premises for the purpose of installing, constructing, maintaining, operating and removing a Communications Facility (as hereinafter defined) and uses incidental with all necessary appurtenances. By way of example and not limitation, Licensee shall have the right, at its sole option, to install and use at the Premises, a generator of the type and kind determined solely by the Licensee, in connection with the Licensee's communications facilities. A security fence may be placed around the perimeter of the Premises at the discretion of Licensee (not including the A/ULR) and subject to the design and materials noted on Exhibit A, page 11 of 11 attached hereto. All improvements shall be at Licensee's expense and the installation of all improvements shall be at the discretion of the option of the Licensee, except as otherwise expressed in this Agreement or the Site Plan Agreement. Licensee shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement.

Licensee will maintain the Premises in a good condition, reasonable wear and tear excepted. It is understood and agreed that Licensee's ability to use the Premises is contingent upon its obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities, as well as satisfactory soil boring tests which will permit Licensee use of the Premises as set forth above. Licensor shall cooperate with Licensee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use by Licensee. In the event that any of such applications should be finally rejected or any certificate, permit, License or approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Licensee in its sole discretion will be unable to use the Premises for its intended purposes, or the Licensee determines that the Premises is no longer technically

compatible for its intended use, Licensee shall have the right to terminate this Agreement. Notice of the Licensee's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Licensee. All rentals paid to said termination date shall be retained by the Licensor. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, all the Parties shall have no further obligations, including the payment of money, to each other.

For the purposes of this License, the Premises and all of the Licensee's equipment, generator, cable, wires, antennas and microwave dishes and accessories shall hereinafter collectively be referred to as the "Communications Facility" configured as generally set forth in attached Exhibit A, page 4 of 11 through page 11 of 11.

6. HOLDING OVER:

If Licensee should remain in possession of the Premises after the expiration of the fourth (4th) Renewal Term, without execution by Licensor and Licensee of a new License, then Licensee shall be deemed to be occupying such on a month-to-month basis, subject to all the covenants and obligations of this License, and at a monthly rental equal to a fifteen percent (15%) increase of the monthly rental rate for the previous term. Notwithstanding this paragraph, holding over shall not affect the right to terminate this Agreement.

7. UTILITIES:

Licensee shall use commercially reasonable efforts to install utilities on existing A/ULR's. If installation on the existing A/ULR's is not possible Licensor agrees to cooperate with Licensee in executing additional A/ULR's or agreements, as required by the applicable utility company which are necessary to protect Licensee's rights under this License or Licensee's use of the Licensed premises; provided, however, all costs and expenses for the same shall be paid for solely by the Licensee.

Licensee shall be solely responsible for, and promptly pay, all charges for electricity, telephone service, or any other utility installed, used or consumed by Licensee for its Communications Center.

8. WAIVER:

The waiver of any breach in any of the terms and conditions of this License shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force as to future acts or happenings, notwithstanding such individual waiver of any breach thereof.

9. DEFAULT AND SURRENDER OF PREMISES:

In the event Licensee fails to do, or cause to be done, any of the terms and conditions of this License, including the payment of monthly rent, the same shall be considered a default of the entire License. Licensor shall give Licensee fifteen (15) days notice in the event of any such default, and Licensee shall have an additional fifteen (15) day period to cure any monetary default and a thirty (30) day period to cure any non-monetary default, unless such default cannot be cured within a period of 30 days, and prior to the expiration of 30 days after receipt of notice, the Licensee commences to eliminate such failure and proceeds diligently to take steps to cure the same, and cures the default within a reasonable amount of time thereafter. Notwithstanding the foregoing, if a default endangers the life, health or safety of any person, said default shall be cured immediately.

Upon failure to cure said default, Licensor may, at its option, terminate this License, and Licensee shall give up the Premises peacefully and in as near as practicable to its original condition, save and except normal wear and tear and acts beyond Licensee's control, and return those portions of the Premises disturbed by the construction or operation of the Communications Facility back into its original condition, normal wear and tear excepted. Upon such default and termination, Licensor shall have the right to enter upon the demised Premises with or without process of law. In the event Licensee defaults, then Licensor may terminate the License, retaining all payments made hereunder as liquidated damages.

Upon any termination, neither party will owe any further obligation under the terms of this License except for Licensee's responsibility of removing the Communications Facility and restoring the Premises occupied by Licensee as near as practicable to its original condition, save and except normal wear and tear and acts beyond Licensee's control. The removal of the Communications Facility and restoration of the Premises shall take place within 90 days of the termination of this License Agreement. The City Manager or his designee shall approve the removal of the Communications Facility and restoration of the Premises in writing if done so to the Licensor's satisfaction. If removal of the Communications Facility and restoration of the Licensed Premises is not performed by the Licensee as stated herein, and the Licensor removes the Communications Facility and restores the Premises and disturbed land, the Licensee shall reimburse Licensor for all of Licensor's expenses in doing so upon demand from the Licensor within 30 days from such demand.

10. ENVIRONMENTAL INDEMNIFICATION:

Licensee shall at all times comply with all laws and ordinances and all rules and regulations of Municipal, State, and Federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein.

Licensee shall defend, indemnify and hold harmless the Licensor, its employees, elected officials, and appointed officials from and against any and all losses, expenses (including reasonable legal expenses) of whatever kind and nature resulting from any accident, occurrence

or condition caused by the release of Licensee of any toxic or hazardous substance or waste in, on, under, about, or affecting the Premises which results in any injury or death of any person or damage to any property or which requires the removal or treatment of such hazardous or toxic substance or waste or any other remedial action or fine under the terms of any properly constituted law, regulation, rule or directive of any federal, state or local governmental authority.

11. ASSIGNMENT AND SUBLEASING:

This License shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees, and permitted assigns. Licensee may assign this License without any approval or consent of the Licensor to Licensee's principals or subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Licensee shall have the right, at any time, to assign this License or to this Premises or any part thereof to any other person or corporation provided Licensee gives Licensor written notice thereof and receives Licensor's written consent thereto, and such consent will not be unreasonably withheld. Upon such assignment, such assignee or sublessee shall succeed to all rights and options (including renewal options) of Licensee hereunder. Any sublessee shall agree to indemnify and hold the Licensor, its employees, elected officials, appointed officials and volunteers harmless from any claim which arises out of the sublessee's use or occupancy of the subleased Premises; including the defense of the Licensor in the event of a suit. Furthermore, any sublessee shall agree to provide insurance coverage in the same amounts and under the same terms and conditions as the Licensee under this Agreement.

12. NUISANCE:

The Licensee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State, and Municipal government, and of any and all of their departments and bureaus applicable to said Premises for the correction, prevention, or abatement of nuisances or other grievances in, upon, or connected with, said Premises during the term.

13. RADIO FREQUENCY AND/OR ELECTRICAL INTERFERENCE:

Licensee shall not cause radio frequency and/or electrical interference to Licensor or to any other Licensee who is using the site at the time of the Licensee's installation of its communication equipment. In the event the Equipment causes such interference, Licensee will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Licensor, Licensee shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30-days after receipt of the written notice, Licensee agrees to remove the Equipment from the Tower and the Premises and this Agreement shall terminate as if by expiration. Licensor shall not grant an agreement to any other party who may cause

interference with Licensee's operation of its Communications Facility. If another user of Licensor's facilities, causes uncorrected interference with Licensee's operations, Licensor shall take immediate reasonable measures to correct the interference. If after thirty (30) days such interference has not been completely corrected to Licensee's satisfaction. Licensee, at its option, may terminate this agreement (without further liability for rent).

14. IMMUNITY/GOVERNMENTAL CLAIMS ACT:

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

15. LIABILITY, INSURANCE AND INDEMNITY:

Licensee agrees to indemnify and hold the Licensor harmless from any and all claims arising out of Licensee's use and/or occupancy of the licensed property and/or other Licensor facilities described in this License Agreement, except for those claims arising out of the negligence or willful misconduct of the Licensor. To ensure its ability to indemnify the Licensor as agreed, Licensee will obtain, at its own cost and expense, a combined single limit coverage of Three Million Dollars (\$3,000,000.00). Such insurance shall provide that it will not be canceled or limits reduced, without at least thirty (30) days prior written notification to the Licensor; that the Licensor, its employees, agents, elected officials, and appointed officials and volunteers be named as an additional insured, and that it is primary insurance, as it relates to Licensee's negligence, without any right of contribution from any other resource or insurance of the Licensor in this respect. All insurance coverage provided by the Licensee shall be underwritten by insurers acceptable to the Licensor, licensed in Wyoming, and having a minimum A.M. Best Company rating of "B++" VI. Licensee shall have its insurance agent issue a Certificate of Insurance evidencing such insurance as described above, immediately after execution of this agreement and prior to use of the property. The Licensor's failure to request or review such policies, endorsements, and certificates shall not affect the Licensor's rights or the Licensee's obligation hereunder.

It is entirely the obligation of the Licensee to provide insurance for its personal property and for that of its employees and agents. The Licensor assumes no responsibility for such property.

16. REGISTRATION:

To enable the City to keep accurate, up-to-date records of the placement of the Licensee's equipment once the antenna and associated equipment has been erected and constructed, and before operation begins, the Licensee shall submit documentation to the City's Building Department providing:

- A. Certification in writing that the antenna support structure is structurally sound and conforms to the requirements of the City's Building Code and all other construction standards set forth by the City's Code, Federal and State law by filing a sworn and

certified statement by an engineer to that effect. The Licensee may be required by the City to submit more frequent certifications should there be reason to believe that the structural and electrical integrity of the antennas and associated equipment is jeopardized. The Certification must be based upon on-site physical inspection.

B. An initial payment of a registration fee of \$100.00, which shall be in addition to any License associated fees paid by Licensee, shall be submitted to the Administrative Services Department at the time of submission of the documentation as required in sub-section (A) above.

C. An annual registration payment of \$50.00, which shall be in addition to any License associated fees paid by the Licensee, shall be required and submitted to the Administrative Services Department, no later than JULY 1 of each year, and shall include a written certification stating that the data submitted pursuant to sub-section (A) above is current as of the date of payment.

D. The Licensor reserves the right to conduct inspections for the purpose of determining whether the antenna, equipment, and/or related facilities comply with the applicable building codes and all other construction standards provided by Local, State, or Federal law. The Licensor shall, except in the case of a public safety, health or welfare emergency, provide Licensee with a (5) five-day prior written notice of any inspection. An agent of Licensee shall be present during any and all non-emergency inspections. If a public safety, health or welfare emergency occurs, the Licensor will use reasonable efforts to contact the Licensee to allow an agent for the Licensee to be present, but may enter the Premises without Licensee's agent or consent. The Licensor will conduct any such inspections in a reasonably prudent manner so as to not adversely affect the Communications Center.

17. ACCESS:

Licensor has egress and ingress rights to the Premises and shall grant to Licensee use of the A/ULR for ingress, egress and utilities twenty-four hours each day, seven days per week to the Premises. It shall be the responsibility of the Licensee to procure any additional access rights that are required from surrounding property owners. Licensee shall have access to the Premises, the Communications Facility and the Equipment at all times, 24 hours each day, as shown on attached Exhibits A and B. Licensor shall provide maintenance to the access drive on a regular basis to keep said drive in good condition throughout the Initial Term of this Agreement or any Renewal Term. Licensor is not obligated to plow snow or provide emergency repairs to the drive due to rain, flood or other acts of God to any greater degree than the Licensor would to maintain access to the water storage facilities. In the event additional access is required across other property owned by Licensor, Licensee shall secure from Licensor a license evidencing this right and agrees to maintain said access in the manner described above.

18. GOVERNING LAW:

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located. Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

19. MISCELLANEOUS COVENANTS:

- A. Licensee agrees that it has examined the Premises and accepts the same in its present condition.
- B. Licensee will allow no Liens to be placed upon the Premises.
- C. Licensee shall pay all utilities and operating expenses associated with the use of the Premises.
- D. Authorized representatives of Licensor may have access to the demised Premises at all times for the purpose of servicing the utilities which are presently situated on the Premises. The Licensor further reserves the right to add or place additional utilities in the Premises at any time. Any such servicing or placement of utilities will be conducted in a reasonably prudent manner so as not to adversely affect the Communications Facility or Premises.
- E. Advertising on the antenna, or any associated equipment, is prohibited.
- F. Communications Facility construction plans shall be reviewed, and if found to be compliant with the International Building Code and sound engineering practices, approved by the City Manager or his designee. The City Manager or his designee will review the plans and provide approval or revisions within a reasonable and prudent timeframe.
- G. Licensee shall construct the stealth monopine as shown on Exhibit A, page 8 of 11 (Tower Elevation).
- H. Licensee shall install a building/shelter to contain all necessary equipment for the operation of the Communication Facility. A stone aggregate product shall be used as a facing material for the structure, and the building/shelter shall be constructed as shown on Exhibit A, page 9 of 11 and page 10 of 11 (Compound Detail and Shelter Elevations).
- I. Licensee shall install composite fencing as shown on Exhibit A, page 11 of 11 (Fence and Asphalt Details) in a color approved by the Community Development Director.
- J. Barbed wire fencing is prohibited.

- K. The premise shall be landscaped in accordance with the landscape plan approved with the site plan to screen or enhance the appearance of the storage structure. Drought resistant landscaping shall be installed subject to the approval of the City of Casper Community Development Director.
- L. Neither the communications provider, nor the property owner, shall exclude or to attempt to exclude any other competitor from using (collocating) the tower for other antennas.

EXECUTED by the parties hereto on the day and year first above written.

APPROVED AS TO FORM:

Walter Tremblay

ATTEST

V.H. McDonald
V.H. McDonald
Clerk

WITNESSETH:

Swany Ray
By: Swany Ray
Title: Office Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul C. Bertoglio
Paul C. Bertoglio
Mayor
LICENSEE:

James E. McDonald
By: James E. McDonald
Title: VP Network Services

RESOLUTION NO. 14-311

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CASPER HOUSING AUTHORITY FOR MANAGEMENT OF THE LIFESTEPS CAMPUS.

WHEREAS, the Casper City Council desires to contract with the Casper Housing Authority for management of the LifeSteps Campus located at 1514 East 12th Street for a 5-year period beginning December 17, 2014 through November 30, 2019; and,

WHEREAS, the Casper Housing Authority is able and willing to enter into said contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Casper Housing Authority, under terms and conditions more specifically delineated in the contract.

PASSED, APPROVED, AND ADOPTED this ____ day of ____, 2014.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation:

Paul L. Meyer
Mayor

December 8, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Approving the Execution of a Real Estate Donation Agreement with the
Presbytery of Wyoming.

Recommendation:

That Council, by resolution, approves the Execution of a Real Estate Donation Agreement between the Presbytery of Wyoming and the City of Casper for Lots 163, 164, 165, 166, and 167, Block 37, North Casper Addition, between East "H" Street and East "K" Street.

Summary:

The Presbytery of Wyoming desires to donate to the City of Casper a parcel of real property for intended use as a community garden and community playground. Representatives with the Presbytery shared their vision for the donated land at the May 27, 2014 Council work session.

A resolution has been prepared for Council's consideration.

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement is made and entered into this ____ day of _____, 2014, by and between the Presbytery of Wyoming, also known as the Wyoming Presbytery, United Presbyterian Church in the United States of America, and as the Casper Presbytery of Wyoming Synod of the Presbyterian Church of the United States of America, a Wyoming Corporation, 118 East 9th, Casper, Wyoming 82601, hereinafter referred to as the “Donor”; and the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 N. David, Casper, Wyoming 82601, hereinafter referred to as hereinafter referred to as “Donee.” The Donor and the Donee collectively referred to as the “Parties.”

RECITALS

Whereas, Donor are the owner of real property, more particularly described in Article I below; and

WHEREAS, Donor desires to gift to Donee, and Donee desires to accept from Donor all of Donor’s right, title and interest in and to the real property described and set forth in Article I, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree by and between them as follows:

ARTICLE I: DESCRIPTION OF PROPERTY

Donor hereby agrees to gift and convey to Donee pursuant to the terms of this Agreement, the following described real property:

Lots 163, 164, 165, 166, and 167, Block 37, North Casper Addition to the City of Casper, Natrona County, Wyoming, hereinafter referred to as the “real property;”

ARTICLE II: WARRANTY DEED AND CLOSING COSTS

The Donor agrees to convey, by warranty deed, all of its right, title, and interest in and to the real property to the Donee at closing, free and clear of all liens and encumbrances, except easements, covenants, and restrictive covenants of record.

Donee shall pay and be responsible for the costs of recording the warranty deed as described above.

The Donor and the Donee agree to each pay and be responsible for one-half (1/2) of the title insurance premium attributable to the real property being conveyed to the Donee.

The Donee agrees to pay and be solely responsible for the recording fee for the warranty deed from the Donor.

The Parties agree to equally split the costs of any closing agent's fee between them.

Donor agree to pay the costs of recording all instruments as may be necessary to clear the title to the Donor's real property being conveyed under this Agreement.

ARTICLE III: TAXES AND INSURANCE

Donor agrees to pay all of the 2013 and prior general real estate and personal property taxes levied against the real property, and any special assessments levied against said real property prior to the execution of this Agreement.

The 2014 general real estate and personal property taxes levied against the real property shall be prorated by and between the Donor and the Donee from January 1, 2014 to the date of closing, and if the amount of such taxes are not ascertainable by the date of closing, the proration shall be based upon the taxes levied for the 2013 tax year.

ARTICLE IV: POSSESSION AND CLOSING

THE PARTIES HEREBY SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT AND THE CLOSING THEREOF AT THE TIME AND DATE SPECIFIED HEREIN.

Donee shall have possession of the real property at the date and time of closing of this Agreement.

The closing shall occur on December 18, 2014, at 10:00 a.m. at the office of American Title Agency, 315 West 1st Street, Casper, Wyoming 82601, or at such other date and time as agreed to in writing by the Parties hereto.

ARTICLE V: TITLE INSURANCE

Donor agrees to furnish to the Donee a current commitment for an Owner's title insurance policy (the "Title Commitment") through American Title Agency, 315 West 1st Street, Casper, Wyoming 82601 showing merchantable title in the Donor. Donor shall deliver the title insurance commitment to the Donee within ten (10) business days after the approval of this Agreement by the Casper City Council, and shall further deliver the title insurance policy for this transaction to the Donee without unreasonable delay after closing.

Title to the real property shall be merchantable in the Donor. Donee shall notify Donor, in writing prior to closing, of any objections to the title (the "Title Objections"). Donor shall have no obligation to remove or cure the Title Objections, and Donee shall have the right, in its sole discretion, to (i) obtain, at Donee's expense, applicable endorsements to the title insurance policy covering and insuring against the said Title Objections, and Donee may then elect to accept the then existing title insurance with the applicable endorsements and close this Agreement, or (ii) close this transaction notwithstanding the Title Objections, or (iii) terminate this Agreement by giving written notice thereof to Donor prior to closing, and upon such termination, this Agreement shall be null and void between the Parties. In the event Donee elects to obtain title insurance endorsements to cover any such Title Objections, or elects to close this Agreement notwithstanding the Title Objections, then, the Donee shall be deemed to have waived such title defects, which waiver shall survive the closing of this Agreement.

ARTICLE VI: INSPECTIONS/WARRANTY

Donee hereby states that it has inspected the real property, including all improvements, attachments, and fixtures thereof and accepts the real property in its current condition. Donee hereby states that it is not relying upon any representation of warranty made by the Donor or any agent of the Donor, other than as set forth in this

Agreement.

Donee hereby states that it is accepting the real property, improvements, and fixtures contained thereon **“AS IS.”** **DONOR MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION, ENVIRONMENTAL OR OTHERWISE, OR THE MERCHANTABILITY OF THE REAL PROPERTY BEING SOLD TO DONEE PURSUANT TO THIS AGREEMENT, EXCEPT AS TO GOOD AND MERCHANTABLE TITLE AS SET FORTH ABOVE, AND THIS WARRANTY EXCLUSION SHALL SURVIVE THE CLOSING OF THIS AGREEMENT.**

ARTICLE VII: TERMINATION PROVISION

Either party to this Agreement shall have the right to terminate and rescind this agreement, with or without cause, prior to closing by giving written notice thereof to the other party at their address as set forth above, or such other address as either party may, from time to time, notify the other party in writing.

ARTICLE VIII: RISK OF LOSS

Risk of loss of the real property shall remain with the Donor until the Donor delivers its warranty deed(s) to the Donee at closing, at which time the risk of loss of the real property shall pass to Donee.

In the event the real property shall be damaged by fire or other casualty prior to closing in an amount of not more than 10% of the total purchase price, the Donor shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired in such time or if such damage shall exceed such sum, this Agreement shall be voidable at the Donee's option. In the event the Donee elects to carry out and close this Agreement despite such damage, the Donee shall be entitled to any and all insurance proceeds related to such damage.

ARTICLE IX: USE OF BROKERS

Donor and Donee acknowledge and agree that no broker brought about, or participated in, this transaction. Each Party agrees to be solely responsible for any and all

costs and expenses arising from any claims for brokerage on this transaction based on any acts of said Party, free and clear of any claims therefor against the other Party.

ARTICLE X: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of either the Donor or the Donee hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

Failure of either party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such party's right to exercise any such remedy for the same or any subsequent default.

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.

The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property are hereby contained, set forth and merged in this Agreement.

This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes; but all copies shall constitute but one and the same agreement.

Each Party agrees to produce at closing any and all necessary documentation to enable the closing agent to close this transaction including, but not limited to, properly executed lien or mortgage releases, deeds, and W-9 forms.

This Agreement shall be binding upon the Parties hereto, and their respective successors, heirs, grantees and assigns.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated and set forth above, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested.

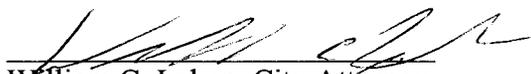
The Parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement

shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

The Donee 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 Donee 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:



William C. Luben, City Attorney

CITY OF CASPER, WYOMING,
A Municipal Corporation, Donor:

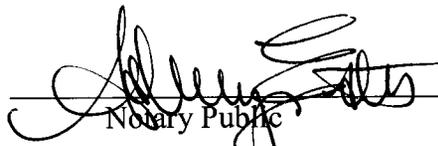
By: _____
Paul L. Meyer, Mayor

Attest:

City Clerk

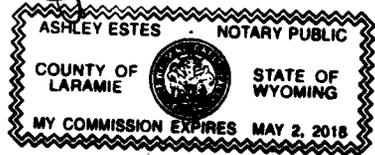
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)
 Laramie) eqw

The foregoing instrument was acknowledged before me on the 8 day of ~~December~~ 2014 by Eric Wedell, as the President of the Presbytery of Wyoming, also known as the Wyoming Presbytery, United Presbyterian Church in the United States of America, and as the Casper Presbytery of Wyoming Synod of the Presbyterian Church of the United States of America, a Wyoming Corporation.



Notary Public

My commission expires: May 2, 2018



RESOLUTION NO. 14-312

A RESOLUTION APPROVING EXECUTION OF
REAL ESTATE DONATION AGREEMENT
WITH THE PRESBYTERY OF WYOMING.

WHEREAS, the Presbytery of Wyoming, a Wyoming corporation, desires to donate to the City of Casper a parcel of real property described as Lots 163, 164, 165, 166, and 167, Block 37, North Casper Addition, located on the west side of St. John Street, between East "H" Street and East "K" Street; and,

WHEREAS, the parties have prepared a contract for said land donation; and,

WHEREAS, the City of Casper desires to approve said contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed, and the City Clerk to attest, a Real Estate Donation Agreement between the Presbytery of Wyoming and the City of Casper for the donation of Lots 163, 164, 165, 166, and 167, Block 37, North Casper Addition.

BE IT FURTHER RESOLVED: that William C. Luben, as the Casper City Attorney, or his designee, is hereby authorized to execute all necessary documents for the closing of the above described Real Estate Donation Agreement.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

December 16, 2014

MEMO TO: Paul L. Meyer, Mayor
FROM: Tracey Belser, Human Resources Director ^{JB}
SUBJECT: Amendment to the Contract with Cigna on Banking Procedures

Recommendation:

That Council, by resolution, authorize an Amendment to the Administrative Service Agreement for professional services between Cigna Health and Life Insurance Company and the City of Casper to amend the process of funding and the payment of health claims.

Summary

The City of Casper entered into an Administrative Services Agreement with Cigna Health and Life Insurance Company on on September 2, 2014 that will begin on January 1, 2015 to provide Third Party Administration for the City's health plan. To ensure the banking process is in accordance with Wyoming Statute § 9-4-817, both the City and Cigna desire to amend the Contract regarding the obligations to the City and the funding of payments and claims. Cigna is willing to work with the City to perform the banking procedures the City desires.

A resolution has been prepared for Council's consideration.

**FIRST AMENDMENT TO THE
ADMINISTRATION SERVICE AGREEMENT**

*Cigna Health and Life Insurance Company
(herein "Cigna" or "TPA")*

*CITY OF CASPER, WYOMING
a Wyoming municipal
corporation
(herein "Plan Sponsor" or
"Owner" or "City")*

Address of Cigna:
8505 E. Orchard Road
Greenwood Village, CO 80111

Address of Plan Sponsor:
200 North David
Casper, Wyoming
Tax I.D. No.: 83-6000049

This First Amendment (the "Amendment") to the Administration Service Agreement dated January 1, 2015 (the "Agreement") is made and entered into as of January 1, 2015 ("Effective Date") by and between Cigna Health and Life Insurance Company ("Cigna"), and City of Casper, Wyoming, a Wyoming Municipal Corporation ("Plan Sponsor").

In consideration of the mutual promises herein exchanged and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 2.A(1) of the Agreement is amended by replacing, in its entirety, with the below language:

2. Obligations of Plan Sponsor

A. Funding and Payment of Claims

- (1) Cigna, on behalf of Plan Sponsor, will establish a bank account with Citibank ("Bank Account") in its name and tax ID number and will prefund an initial imprest amount as an accommodation to Plan Sponsor to ensure that the balance in the account does not fall below zero as monies are used to fund checks written on the Bank Account. The prefunding of an initial imprest amount is not meant to offset any monies owed by Plan Sponsor for the funding of any expenses or other amounts due under this Agreement nor for the funding of any (Bank Account Payments, defined as: (i) Plan Benefits; (ii) those charges and fees identified in Exhibit A to the Agreement except for those fees appearing in Exhibit A under the headings "Medical Administration Charges", "Medical Network Access Fees, Utilization Management Fee and Optional

Program Fee" and "Additional Fees"; (iii) any sales or use taxes, or any similar benefit- or Plan-related charge or assessment however denominated, which may be imposed by any governmental authority.

Upon termination of this Agreement, Cigna is entitled to remove from the Bank Account or be promptly reimbursed by Plan Sponsor the full amount that Cigna prefunded as the imprest amount.

Plan Sponsor agrees that, within twenty-four (24) hours following its receipt of a summary funding request from Citibank on Monday of every week (Tuesday, if Monday is a bank observed holiday), it will initiate funding to the Bank Account via ACH. The summary funding request will represent the previous week's total debits and credits, the amount needed to fund Bank Account Payments. Detailed check information supporting the summary funding request will be available every Monday (Tuesday, if Monday is a bank observed holiday) on cignaaccess.com.

On a monthly basis, Cigna will provide Plan Sponsor with, or on-line access to, the Bank Account statements which provide summary activity of daily Bank Account Payments as well as deposits into the Bank Account.

Cigna agrees to provide Plan Sponsor with a monthly outstanding check report. Plan Sponsor agrees to perform its own due diligence on such outstanding checks including, but not limited to, contacting payees of outstanding items. For those outstanding items that remain outstanding at one hundred and eighty (180) days past the date of issuance, Plan Sponsor will instruct Cigna to stop payment or stop payment and reissue outstanding items.

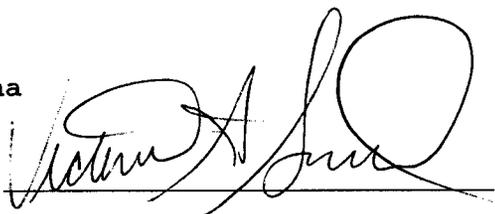
In case of conflict between a provision of this Amendment and a provision of the Agreement, the provision of this Amendment shall prevail. Except as amended herein, all terms and conditions of the Agreement remain in full force and effect.

APPROVED AS TO FORM:



Cigna

By



CITY OF CASPER, WYOMING

By

(signature)

Paul L. Meyer, Mayor

Title Contractual Agreement
Unit Manager
Date 12/2/2014

Title _____
Date _____

EXHIBIT A

Schedule of Financial Charges and Services

Certain fees and charges identified in this Schedule of Financial Charges will be billed to Employer monthly in accordance with the Administrative Services Agreement.

MEDICAL ADMINISTRATIVE CHARGES		
Product	Description	Charge
Medical	<ul style="list-style-type: none"> Open Access Plus (OAP) Administrative Charge 	<p>\$19.19/employee/month for 1.1.15- 12.31.15</p> <p>\$19.57/employee/month for 1.1.16- 12.31.16</p> <p>\$19.96/employee/month for 1.1.17- 12.31.17</p>
MEDICAL NETWORK ACCESS FEE, UTILIZATION MANAGEMENT FEE AND OUTPATIENT PROGRAM FEE		
Product	Description	Charge
Medical	<ul style="list-style-type: none"> OAP Access Fee 	<p>\$5.00/employee/month for 1.1.15- 12.31.15</p> <p>\$5.10/employee/month for 1.1.16- 12.31.16</p> <p>\$5.20/employee/month for 1.1.17- 12.31.17</p>

Medical	<ul style="list-style-type: none"> Third Party Stop Loss Interface Fee (PEPM)- to be waived if Cigna becomes the stop loss vendor. 	\$0.95
Medical	<ul style="list-style-type: none"> Total Fees (OAP administrative fee + OAP Access Fee + Third Party Stop Loss Interface Fee as notated above) 	<p>\$25.14/employee/month for 1.1.15- 12.31.15</p> <p>\$25.62/employee/month for 1.1.16- 12.31.16</p> <p>\$26.11/employee/month for 1.1.17- 12.31.17</p>
ADDITIONAL FEES		
Medical	<ul style="list-style-type: none"> OAP PHS + Utilization Management 	Fees waived for 1.1.15- 12.31.17

Definitions

- "Average Wholesale Price" or "AWP" is the Average Wholesale Price for a given pharmaceutical product in effect on the dispense date for the actual package size dispensed as published by Medi-Span or other alternative publication or benchmark reasonably designated by CHLIC.
- "Brand Drug Claim" is a claim for a pharmaceutical product that is adjudicated as a brand drug as indicated on the claim record generated by the claim processing system used by CHLIC. For application of discounts and dispensing fees, a "Brand Drug Claim" includes a claim for a generic drug within its exclusivity period or other period of limited competition, as CHLIC reasonably determines under its standard policies.
- "Generic Drug Claim" is a claim for a pharmaceutical product that is adjudicated as a generic drug as indicated on the claim record generated by the claim processing system used by CHLIC. For application of discounts and dispensing fees, a "Generic Drug Claim" excludes a claim for a generic drug within its exclusivity period or other period of limited competition, as CHLIC reasonably determines under its standard policies.
- "Mail Service Pharmacy" or "Cigna Tel-Drug" or "Cigna Home Delivery Pharmacy" is a pharmacy that is owned or operated by CHLIC or an affiliated company(ies) (currently, Tel-Drug, Inc. and Tel-Drug of Pennsylvania, LLC), which dispenses drugs covered under the Plan's Pharmacy Benefit by mail, and is not a Retail Pharmacy.
- "Pharmacy Benefit" means the terms of the Plan that govern coverage and care/utilization management of drugs and related supplies dispensed to Members and charged to the Plan by the Mail Service Pharmacy or Retail Pharmacies through CHLIC's pharmacy claim processing system.
- "Rebates" or "Manufacturer Formulary Payments" means amounts that CHLIC collects under contracts with drug manufacturers that are based on utilization of certain of the manufacturers' brand drugs under the Plan's Pharmacy Benefit and the drug's status on the Cigna drug formulary.
- "Retail Pharmacy" is a pharmacy that is entitled to payment under the Plan for drugs it dispenses that are covered under the Plan's Pharmacy Benefit, and is not a Mail Service Pharmacy.
- "Specialty Drug Claim" is a claim for a pharmaceutical product that is reasonably determined by CHLIC to be a specialty drug in accordance with industry practice. Specialty drugs generally are (i) injected or infused and derived from living cells, or are oral non-protein compounds (e.g., oral chemotherapy drugs); (ii) target the underlying condition, which is usually one of a relatively rare, chronic and costly nature; and/or (iii) require restricted access and/or close monitoring.

PHARMACY ADMINISTRATION FEE

- Cigna Pharmacy Product Administration Fee: Included in Medical Administration Charge

CHARGE FOR DRUGS COVERED UNDER THE PLAN'S PHARMACY BENEFIT
<p>Drug Dispensed by Mail Service Pharmacy: CHLIC will charge Employer the following for claims covered under the Plan's Pharmacy Benefit and dispensed by the Mail Service Pharmacy:</p> <p>Brand Drug Claims: AWP minus an average discount of 23% plus an average dispensing fee of \$0.00.</p> <p>Generic Drug Claims: The drug's charge on a CHLIC generic Maximum Allowable Charge schedule that generates an annual average aggregate discount across Generic Drug Claims dispensed at Cigna Home Delivery Pharmacy to CHLIC group-client book of business of AWP minus 75.5% plus an average dispensing fee across such Generic Drug Claims of not more than \$0.00.</p> <p>Specialty Brand Drug Claims: The drug's charge under a national discount schedule that generates a 14.9% annual average aggregate discount off AWP for Specialty Drug Claims dispensed at Cigna Home Delivery Pharmacy across CHLIC 's group-client book of business (including Specialty Drug Claims dispensed by Mail Service Pharmacy, whether covered under group-clients' Cigna Pharmacy Benefit or Cigna medical benefit).</p>
<p>Drugs Dispensed by Retail Pharmacies: CHLIC will charge Employer the following for drugs covered under the Plan's Pharmacy Benefit and dispensed by a Retail Pharmacy to the Plan Members, subject to the "Drug Charges – Additional Provisions" section:</p> <p>Retail Brand Drug Claims: The lesser of (i) AWP minus an average discount of 16% plus an average dispensing fee of \$1.40; or (ii) the Retail Pharmacy's usual and customary charge.</p> <p>Retail Generic Drug Claims (other than those to which the above brand discount applies): The lesser of: (i) the drug's charge on a CHLIC generic Maximum Allowable Charge schedule that generates an annual average aggregate discount across Generic Drug Claims dispensed at Retail Pharmacies to CHLIC group-client book of business of AWP minus 72% (Plan-specific results may vary based on drug mix), plus an average dispensing fee across such Generic Drug Claims of no more than \$1.40; or (ii) the Retail Pharmacy's usual and customary charge.</p> <p>Retail Specialty Brand Drug Claims: The lesser of (i) AWP minus an annual average aggregate discount of 14.9%, plus an average dispensing fee of no more than \$1.40; or (ii) the Retail Pharmacy's usual and customary charge.</p>

DRUG CHARGES - ADDITIONAL PROVISIONS

- Cigna Home Delivery Pharmacy's discounts are applied to the manufacturer average wholesale price (AWP) for the dispensed size (or to the AWP for the manufacturer-packaged quantity closest to the dispensed size, if there is no AWP for the dispensed size).
- Cigna Home Delivery Pharmacy will be reimbursed through the Bank Account for the price (discounted as per this Schedule) for replacement prescriptions shipped by Cigna Home Delivery Pharmacy which are reported as lost or damaged despite Cigna Home Delivery Pharmacy's shipment to the Participant's correct name and address.
- The amount paid to the Retail Pharmacy for Brand, Generic, or Specialty Drug Claims may or may not be equal to the amount charged to Employer, and CHLIC will absorb or retain any difference.
- An excess achieved in any Plan-specific discount floor or dispensing fee cap offered under this Agreement will be used to offset a shortfall in any other Plan-specific discount floor or dispensing fee cap offered under this Agreement.
- Industry Changes to or Replacement of Average Wholesale Price (AWP). Notwithstanding any other provision in this Agreement, including in this Exhibit, in the event of any major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, including, for example, any change in the markup, methodologies, processes or algorithms underlying the published AWP(s), CHLIC may adjust any or all of the charges, rates, discounts, guarantees and/or fees in connection with CHLIC's administration of the Plan's Pharmacy Benefit hereunder, including any that are based on AWP, as it reasonably deems necessary to preserve the economic value or benefit of this Agreement as it existed immediately prior to such change. Additionally, and notwithstanding any other provision in this Agreement, including in this Exhibit, CHLIC may replace AWP as its pharmaceutical pricing benchmark with an alternative benchmark and/or may replace Medi-Span, or other such publication as its source for the AWP or alternative benchmark with a different pricing source, provided that CHLIC adjusts any or all such AWP-Based Charges or such alternative benchmark-based charges as it reasonably deems necessary to preserve the economic value or benefit of this Agreement as it existed immediately prior to such replacement or immediately prior to the event(s) giving rise to such replacement, as the case may be.

Subject to the caveats below, CHLIC will remit to Employer the following portion of Rebates that CHLIC collects with respect to utilization under the Plan's Pharmacy Benefit:

A guaranteed minimum of \$14.50 per brand for retail and a guaranteed minimum of \$52.50 per home delivery.

Caveats:

- (1) Upon termination of this Agreement, CHLIC may apply Rebates otherwise payable to offset Bank Account or other deficits of charges identified in this Agreement.
- (2) Should Employer terminate this Agreement before completion of the then-current Plan Year, no Rebates shall be due with respect to that Plan Year.
- (3) All applicable caveats communicated in writing by CHLIC in connection with its proposal made in connection with this Agreement.
- (4) For percentage-based sharing arrangements, payout amount may differ slightly from the stated percentage when payout occurs before manufacturers' final reconciliations and payments are made to CHLIC.
- (5) Rebates are not paid out on Run-Out Claims.
- (6) CHLIC or its agent contracts with drug manufacturers on CHLIC's own behalf, and not as agent of the Employer or the Plan.

Timing of Rebate Pay-Out: Remittance will be provided within ninety (90) days after the close of each applicable calendar quarter for the portion of such calendar quarter that coincides with the Plan Year.

Employer's third party auditor may audit records directly related to CHLIC's performance of its obligations hereunder regarding sharing of manufacturer formulary payments (a/k/a "rebates") once in each twelve-month period upon the following conditions: Employer shall provide at least forty-five (45) days written notice to CHLIC; the auditor (including its individual auditors conducting the audit) shall be agreeable to Employer and CHLIC; a mutually agreed upon non-disclosure/non-use contract shall be executed by Employer, the auditor and CHLIC; the records to be audited shall be no more than two years old as of the date of the audit; the scope of records to be audited shall be as mutually agreed upon by Employer's third party auditor and CHLIC and shall be all books, documents, papers and records of CHLIC that are directly pertinent to this Agreement for the purpose of the audit or examination, which is to determine CHLIC's compliance with the rebate-sharing obligations under this Agreement; the audit shall be conducted at a mutually acceptable time during regular business hours at CHLIC's office where such records are located; records shall not be removed or photocopied without CHLIC's express written consent; the auditor shall provide its audit report to CHLIC and Employer at the same time; and the auditor may disclose the aggregate amount of manufacturer formulary payments due Employer but no other details of CHLIC's manufacturer contracts of which the auditor is apprised, if any.

RULES FOR PROCESSING CLAIMS		
OAP	Run-Out Period of twelve (12) months CHLIC shall not be required to process Run-Out Claims until it has received full payment of the required fees.	The sum of the last three (3) months of billed fees applicable to the terminated (i) Agreement, (ii) Plan benefit option or (iii) Members.
Pharmacy	Run-Out Period of three (3) months for all pharmacy claims	No Additional Cost
SUBROGATION		
	Subrogation/Conditional Claim Payment. Identification, investigation and recovery of claim payments involving other party liability or where another entity is responsible for payment (including by way of example but not by limitation automobile insurance, homeowner insurance, commercial property insurance, worker's compensation). (This service is only provided with respect to Medical coverage).	5% of recovery plus litigation costs if outside Counsel is retained; 29% of recovery if no Counsel is retained
CHLIC COST CONTAINMENT FEES		
<p>CHLIC, a Cigna company, administers the following programs to contain costs with respect to charges for health care service/supplies that are covered by the Plan. In administering these programs, CHLIC contracts with vendors to perform program related services. Specific vendor fees are available upon request. CHLIC's charge for administering these programs is the percentage (indicated below) of either (1) the "net savings" (i.e. the difference between the charge that the provider would have made absent the program savings and the charge made as a result of the program savings, less the applicable vendor fee which generally ranges from 7-11% of the program savings) or (2) the "gross savings" (i.e. the difference between the charge that the provider would have made absent the program savings and the charge made as a result of the program savings; CHLIC pays the applicable vendor fee) or (3) the "recovery" (i.e. the amount recovered) as applicable.</p> <p>For covered services received from non-Participating Providers, CHLIC may apply discounts available under agreements with third parties or through negotiation of the billed charges. These programs are identified below as the Network Savings Program, Supplemental Network & Medical Bill Review (pre-payment). This is consistent with the claim administration practices applicable to CHLIC's own health care insurance business when these programs are implemented. CHLIC charges the percentage shown for administering these programs. Applying these discounts may result in higher payments than if the maximum reimbursable charge is applied. Whereas application of the maximum reimbursable charge may result in the patient being balance billed for the entire unreimbursed amount, applying these discounts avoids balance billing and substantially reduces the patient's out-of-pocket cost.</p>		

MEDICAL AND PHARMACY COST CONTAINMENT		
1.	Network Savings Program	29% of net savings
2.	Supplemental Network	29% of net savings
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	
	Inpatient Hospital Bill Review	
	• Line Item Analysis	Lesser of 5% of hospital bill or the savings achieved
	• Professional Fee Negotiation	29% of net savings
	Outpatient Hospital Bill Review	
	• Professional Fee Negotiation	29% of net savings
	• Line Item Analysis Re-pricing	29% of net savings
	Physician/Professional Bill Review	
	• Professional Fee Negotiation	29% of net savings
	• Line Item Analysis Re-pricing	29% of net savings
4.	Medical Bill Review – (Pre or Post-payment Cost Containment for Non-contracted and Contracted claims):	
	• Bill Audit	29% of the savings/recovery achieved plus hospital fees or expenses passed through
	Diagnosis Related Grouping (DRG) Validation/Audits and Recovery. An overpayment audit and recovery program in which CHLIC or its vendors review paid claim data to identify overpayments based on inaccurate DRG coding.	29% of recovery plus any fees or expenses passed through by the hospital or regulatory agency
	Inpatient Admission Retrospective Review	29% of recovery
	Medical Implant Device Audits	29% of recovery
5.	COB Vendor Recoveries [Exclusive of pharmacy programs where claims are adjudicated at time prescription is received.]	29% of recovery
6.	Secondary Vendor Recovery Program	29% of recovery
7.	Provider Credit Balance Recovery Program	29% of recovery
8.	High Cost Specialty Pharmaceutical Audits	29% of recovery

9.	Pharmacy Vendor Recoveries	30% of recovery
10.	Class Action Recoveries	35% of recovery
	CHLIC arranges for third parties to provide care management services to: (i) contain the cost of specified health care services/items overall with respect to all plans insured and/or administered by CHLIC, and/or (ii) improve adherence to evidence based guidelines designed to promote patient safety and efficient patient care.	Specific vendor fees and care management program services are available upon request.
	Eligibility Overpayment Recovery Vendor Services. Identification and recovery of funds in situations where the overpayment is due to the late receipt of Member termination information. (This service is only provided with respect to Medical coverage).	29% of recovery
	CHLIC contracts directly or indirectly with other managed care entities and third party network vendors for access to their provider networks and discounts. These third parties charge either a network access fee, which is included in CHLIC's monthly charges, or a percentage of the savings realized on a claim by claim basis as a result of the application of their discounts. Charges based on percentage of savings are paid from the Bank Account. Additional details regarding specific charges will be provided annually and up front.	All Medical Products
	Capitation and fee-for-service charges for various vendors and other providers/arrangers of health care services and/or supplies will be paid as claims for Plan Benefits. Such payments will be at CHLIC's applicable capitation or fee-for-service charges then in effect, which may be amended from time to time. Additional details regarding charges and the identity of the vendor or provider of health care services will be made available annually and up front.	All Products
	Unless indicated otherwise in the Schedule of Financial Charges, CHLIC retains all payments it may receive from manufacturers of pharmaceutical products covered under the Plan. Information on the amount of such payments with respect to the Plan will be provided annually and up front	All Pharmacy Products
	From time to time, CHLIC, directly or through its affiliates, contracts with third party parties (e.g., service vendors, provider network managers) for referring them to Employer or to provide various services (e.g., cost-containment initiatives) in connection with the Plan. CHLIC and its affiliates may receive payments from such third parties for such referrals or to help defray expenses associated with implementing the services provided to the Plan.	All Products

COMPLIANCE ASSISTANCE		
	CHLIC shall provide the following services to assist Employer in meeting its compliance obligations under section 2715 of the Public Health Service Act as added by the Patient Protection and Affordable Care Act and applicable regulations with respect to the provision of the Summary of Benefits ("SBC), translation notice and glossary. Applicable to all medical plans including HRA and FSA which are considered "group health plans" subject to the SBC requirements.	
1.	Preparation of SBC, translation notice. CHLIC will not be responsible for any changes that Employer makes to the SBC.	No charge
2.	Provide SBC, translation notices prepared by CHLIC to Employer electronically as well as any updates or material modifications.	No charge
3.	Include in SBC a summary of benefits administered by carve-out vendor if Employer or carve-out vendor provide CHLIC with necessary carve-out benefit information at least 12 weeks prior to the date the SBCs are to be delivered to Employer.	\$500 for each benefit option under the Plan for which carve-out vendor benefits are included in SBC

ADDITIONAL SERVICES		
Service	Description	Charge
Lifestyle Management Programs	<ul style="list-style-type: none"> • Healthy Steps to Weight LossSM: The Cigna weight management Lifestyle Management Program offers assistance to customers identified through the results of an HRA (Health Risk Assessment) questionnaire and/or self-enrollment. This program offers individuals a non-diet approach to weight loss that focuses on long-term lifestyle changes. The telephone coaching model offers one-to-one contact with a dedicated wellness coach who provides personalized, motivational support for the duration of the program. For participants who prefer to work individually, web-based programs are available. The web program consists of online tools and articles with a supporting email campaign. Both telephone and online options focus on changing behaviors and giving individuals practical strategies to help them. • Cigna Quit TodaySM: The Cigna tobacco cessation Lifestyle Management Program offers assistance to customers identified through the results of an HRA (Health Risk Assessment) questionnaire and/or self-enrollment. This program provides interventions for all tobacco types and all "ready to change levels" (even those not sure about quitting). The telephone coaching model offers one-to-one contact with a dedicated wellness coach who provides personalized, motivational support for the duration of the program. For participants who prefer to work individually, web-based programs are available. The web program consists of online tools and articles with a supporting email campaign. Both telephone and online options focus on changing behaviors and giving individuals practical strategies to help them. Both modalities include over the counter nicotine replacement therapy (patch or gum) at no cost to the individual. • Strength & ResilienceSM: The Cigna stress management Lifestyle Management Program offers assistance to customers identified through the results of an HRA (Health Risk Assessment) questionnaire and/or self-enrollment. This program provides practical solutions for improving resilience to stress. The telephone coaching model offers one-to-one contact with a dedicated wellness coach who provides personalized, motivational support for the duration of the program. For participants who prefer to work individually, web-based programs are available. The web program consists of online tools and articles with a supporting email campaign. Both telephone and online options focus on changing behaviors and giving individuals practical strategies to help them. 	Included in Medical Access Fee

Pharmacy Clinical Programs	<ul style="list-style-type: none"> • Complex Psychiatric Case Management – offering proactive approach in managing Members with complex psychiatric conditions that are using multiple psychotropic medications. • Narcotics Therapy Management Program – a provider based quality initiative which provides quarterly retrospective review of pharmacy and medical claim data to identify certain Member utilization patterns to providers. 	Included in Pharmacy Administration Charge
Pharmacy Clinical Program	Step Therapy Program-a prior authorization/step therapy program that encourages cost-effective clinically appropriate drug utilization and reduces costs by creating a sequence of "steps" in the choice of medication used to treat some common medical conditions.	Included in Pharmacy Administration Charge
Pharmacy Clinical Program	Cigna TheraCare® Program – a targeted condition drug therapy management program that targets individuals using specialty medications for certain chronic conditions and helps them better understand their condition, medication side effects and importance of adherence.	Included at No Additional Cost
Your Health First	<p>A proactive health education and improvement program for those with a chronic condition. The program involves services that span across the Member's health needs. Behavioral coaching principles and evidence based medicine guidelines are utilized to optimize self-management skills and foster sustained health improvements.</p> <p>The program targets a chronic population at high and moderate risk for near term and future high cost medical expenses. Members are identified as having a chronic condition through a variety of sources which may include: claims data, referrals, and self-identification. A variety of resources is provided to those with a chronic condition, including access to online tools, personalized support, and targeted materials.</p> <p>The program includes the following components for those with a chronic condition:</p> <ul style="list-style-type: none"> • Chronic Condition-specific coaching • Pre- and post-discharge calls • Lifestyle management coaching: stress, weight management and tobacco cessation • Treatment decision support and coaching <p>In order to continuously assess the effectiveness of our programs and/or test new ideas to further engage your employees around their health, a small sample of Members may be placed in a comparison group which for a defined period of time receives alternative services or is suppressed from receiving proactive outreach, such as engagement letters and/or calls. This could affect a few Members targeted for outreach during this limited time period.</p>	Fees are waived from 1.1.15- 12.31.17

Claim Litigation	Claim Litigation Services	\$7,500.00 Flat Amount Annually Included in Medical Administration Charge
	Client Fund	
Wellness Fund	For clinical/wellness/behavioral programs offered by CHLIC that are purchased, CHLIC will establish a Wellness/Health Improvement Fund in the amount of \$10,000.00. These funds will be used to defray the cost of CHLIC designated and arranged health and wellness improvement programs for employees (e.g., biometric screenings, flu shots, etc.) and to reward participation in these programs. Wellness/Health Improvement Funds are an annual fund available with each calendar year. Unused fund cannot be rolled over and CHLIC must pre-approve use of the Wellness/Health Improvement Fund	
Premium holiday	\$17,000	

BANKING AND ADMINISTRATION		
Products excluding Health Savings Account		
1.	Furnishing CHLIC's standard Bank Account activity data reports to Employer as and when agreed upon. CHLIC's administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is Employer's responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	All Products
2.	Report to Employer the claim payment information required in connection with Section 6041 of the Internal Revenue Code.	All Products
3.	<p>If Employer has elected, pursuant to section 63 of the New York Health Care Reform Act of 1996 (section 2807-t of the Public Health Law) ("the Act"), to pay the assessment on covered lives set forth in section 63 and has consented to the conditions set forth in section 63, CHLIC shall file such forms and pay such surcharge and assessment on covered lives on behalf of Employer through the Bank Account to the extent set forth in section 63. Such obligation shall end immediately upon Employer's failure to provide any information required by CHLIC to fulfill this obligation, the failure to comply with any requirement imposed upon Employer pursuant to the Act or the failure of Employer to properly fund the Bank Account.</p> <p>In addition, where permitted, CHLIC will file applicable forms and pay on behalf of Employer and/or the Plan any assessment, surcharge, tax or other similar charge which is required to be made by you or the Plan based on covered lives and/or paid claims or otherwise in accordance with and as required by other applicable state and/or federal laws and regulations and your bank account will be charged for any such payments made by CHLIC.</p>	All Products
CLAIM ADMINISTRATION		
Products excluding Health Savings Account		
1.	Calculate benefits, check and/or electronic payments disbursed from Employer's Bank Account. Bank Account payments will appear in Employer's standard Bank Account activity data reports.	All Products
2.	Prepare and make available CHLIC's standard claim forms.	All Products
3.	Investigate claims, as necessary, by CHLIC's Special Investigations Unit.	All Products
4.	Discuss claims, when appropriate, with providers of health services.	All Products
5.	Perform, based on CHLIC's book of business internal audits of plan benefit payments on a random sample basis.	All Products
6.	Claim control procedures reported annually in Statement on Standards for Attestation Engagements (SSAE) No. 16 Report (SAS70 successor report).	All Products (excluding Vision)
7.	Respond to Insurance Department complaints.	All Products
8.	Toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	All Products

9.	Member Explanation of Benefit ("EOB") statements including, when applicable, notice of denied claims, denial reason(s) and appeal rights.	All Products
10.	Verify enrollment and eligibility using Member information submitted by Employer and/or its authorized agent.	All Products
Medical Only		
1.	CHLIC's standard enrollment forms are prepared and delivered to Employer for distribution to individuals eligible to enroll in the Plan.	All Medical Products
2.	CHLIC's standard ID card with toll-free telephone number are prepared and mailed directly to Members.	All Medical Products
3.	Administration of subrogation/conditional Claim Payment	All Medical Products
Pharmacy Only		
1.	CHLIC's standard ID cards with toll-free telephone number are prepared and mailed directly to Members.	All Pharmacy Products
2.	Pharmacy claims are adjudicated typically on-line at time of service without access to information on other coverage, and therefore coordination of benefits (COB) for pharmacy claims does not occur. Claims for Plan Benefits will be paid regardless of coverage under another plan.	All Pharmacy Products
3.	CHLIC's standard drug utilization review services.	All Pharmacy Products
4.	CHLIC may receive and retain payments under contracts with drug manufacturers with respect to utilization covered under the Employer's medical benefit for the manufacturer's specialty drugs, which are drugs that typically are injected or infused and derived from living cells; target an underlying rare, chronic or costly condition; and/or require restricted access and/or close monitoring. If CHLIC enters into any such contracts, it does so on its own behalf, and not as agent of the Employer or the Plan.	All Pharmacy Products
DOCUMENT PRODUCTION		
Products excluding Health Savings Account		
	Prepare Member benefit booklet drafts to Employer.	All Products
UNDERWRITING SERVICES		
1.	5500 Schedule C reporting.	All Products
2.	5500 Schedule A or Annual Reconciliation Disclosure reporting (when applicable)	All Products
3.	CHLIC's standard Underwriting services: a) benefit design analysis-b) projected cost analysis.	All Products
POS, ONE-YEAR		
1.	Maximum reimbursable charge determinations of non-Participating Provider charges for covered services.	All Medical Products (with out-of-network benefits)

2.	CHLIC's standard cost containment controls: Application of non-duplication and coordination of benefits rules and coordination with Medicare.	All Medical Products
3.	Delivery of information, as necessary, regarding standard application of non-duplication or coordination of benefits.	All Medical Products
4.	Review of medical bills in accordance with CHLIC's then current Medical Bill Review program.	All Medical Products
5.	Network Savings Program, a national vendor network that provides discounted rates when a Member accesses care through a Network Savings Program contracted provider.	All Medical Products
6.	Annual reporting of CHLIC's standard cost containment results upon Employer's request.	All Medical Products
PHARMACY REPORTING		
1.	Summary reports of medical, dental and pharmacy cost and utilization experience are available through Cigna's web site, CignaAccess.com.	All Medical and Pharmacy Products
2.	CHLIC's standard pharmacy utilization reports.	Pharmacy Product Only
3.	Claim Reporting: CHLIC will provide its standard reports and information based upon paid claim data only. CHLIC will not provide information on incurred-but-not reported claims, projected claims, pre-certifications of coverage, case management information or information on a Member's prognosis or course of treatment. Stop Loss Reporting is an optional service provided at an additional fee to Employers who have stop loss through another entity other than CHLIC. CHLIC will provide its standard reporting only after the stop loss carrier and Employer have executed CHLIC's standard Hold Harmless/Confidentiality Agreement.	All Medical Products
4.	Custom reporting	\$750/report
MEMBER EXTERNAL REVIEW PROGRAM		
	CHLIC contracts with three (3) independent review organizations that meet the Patient Protection and Affordable Care Act (PPACA) external review requirements. Members may appeal eligible claims to an external independent review organization which is selected by CHLIC on a random basis. If Employer has chosen not to participate in this program, the Employer may be responsible for making other arrangements to meet the Patient Protection and Affordable Care Act (PPACA) external review requirements.	All Medical Products

MEDICAL MANAGEMENT SERVICES		
	CHLIC provides integrated medical management that includes (depending upon the terms of the Plan) the following core services.	
1.	Pre-Admission Certification and Continued Stay Review (PAC/CSR) services to certify coverage of acute and sub-acute inpatient admissions/stays or provides guidance to appropriate alternative settings. Administered in accordance with CHLIC's then applicable medical management and claims administration policies, practices and procedures.	All Medical Products
2.	Case Management and Retrospective Review of Inpatient Care, a service designed to provide assistance to a Member who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support.	All Medical Products
3.	Assisting providers with resources and tools to enable them to develop long term treatment plans in the management of chronic or catastrophic cases.	All Medical Products
4.	The Cigna HealthCare Healthy Babies [®] Program is a one-time educational mailing which provides Participants with prenatal care education and resources to help them better manage their pregnancy.	All Medical Products
5.	HealthCare Cost and Quality tools on myCigna.com	All Medical Products
6.	A panel of physicians and other clinicians to assess the safety and effectiveness of new and emerging medical technologies. The panel meets monthly to review and update coverage policies.	All Medical Products
7.	Cigna HealthCare's 24-Hour Health Information Line SM is a service that provides 24 hour toll free access to registered nurses, who provide answers to healthcare questions, recommends appropriate settings for care, makes referrals to telehealth services when appropriate, and assists Participants in locating physicians. It also includes access to an extensive audio library on a wide range of medical topics.	All Medical Products
8.	Cigna LifeSOURCE Transplant Network [®] contracts with over six-hundred fifty (650) transplant programs at more than one-hundred fifty (150) independent transplant facilities and provides access to solid organ and bone marrow/stem cell transplantation while improving cost containment and reducing financial risk.	All Medical Products
9.	A health education program that delivers mailings to Members with certain conditions.	All Medical Products
10.	Implementing clinical quality measurements, managing data, tracking and validating performance and initiating continuous quality improvement.	All Medical Products
11.	Transition of care services to allow Members with defined conditions to continue treatment with non-Participating Providers after enrollment for continued uninterrupted care for a limited time.	All Medical Products

CHLIC, and/or its affiliates shall:		
1.	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, capitation, per diem charges, incentive bonuses, case rates, withholds etc.). The amount and type of negotiated reimbursement may vary depending upon the type of plan. For example, a hospital may accept less for patients enrolled in certain types of plans than others;	All Medical Products
2.	Credential and re-credential Participating Providers in accordance with CHLIC's credentialing requirements and ensure that third-party network vendors credential/re-credential Participating Providers in accordance with CHLIC's requirements;	All Medical Products
3.	Monitor Participating Provider compliance with protocols and procedures for quality, Participant satisfaction, and grievance resolution;	All Medical Products
4.	Facilitate the identification of Participating Providers by Members; and	All Medical Products
5.	Dedicated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	All Medical Products
CIGNA STAFF MODEL HEALTH PLAN SERVICES		
	<p>The Cigna HealthCare of Arizona, Inc. staff model ("Cigna Medical Group") is a Participating Provider located in metropolitan Phoenix, Arizona. Plan Participants may at some time receive treatment from a Cigna Medical Group ("CMG") facility or provider even if they do not reside in Arizona (as when traveling). Participants utilizing the IPA network will access certain specialty and/or ancillary services (including laboratory and urgent care services) through the CMG system. Lab services are not provided by CMG for Participants in PPO or EPO plans.</p> <p>Except as provided below, for services provided to Participants, CMG is paid at the rates in effect at the time of service (as may be revised from time to time). Representative rates for routinely performed services are attached. A complete copy of the rates is available on request under a mutually agreed nondisclosure agreement (NDA).</p> <p>If the Plan requires Participants to select a primary care physician (PCP), Phoenix area Participants who do not select a PCP during open enrollment are assigned to a CMG PCP. CMG will be paid for PCP-required Plans at the rates in effect at the time of service.</p> <p>Primary care services rendered to Participants in Open Access or LocalPlus Plans that do not provide for PCP assignment are also paid at the rates then in effect, as described above.</p>	All Medical Products

RESOLUTION NO. 14-313

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CIGNA HEALTH AND LIFE INSURANCE COMPANY ON BANKING PROCEDURES.

WHEREAS, the City of Casper entered into an *Administration Service Agreement* (Contract) with Cigna on September 2, 2014 that will begin on January 1, 2015 to provide Third Party Administration for the City's Health Plan; and,

WHEREAS, the parties desire to amend section 2.A(1) of the Contract regarding the obligations to the City and the funding and payment of claims; and

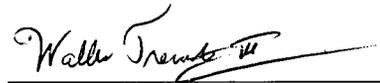
WHEREAS, Cigna is willing to work with the City to perform banking procedures in accordance with Wyoming Statute § 9-4-817; and

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, and the City Clerk to attest, the *First Amendment to the Administration Service Agreement* with CIGNA to provide third party administration services for the City of Casper's Health Plan.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in accordance with the Contract as amended.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2014.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

November 25, 2014

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 Robert Shade, as the Electrical Master Representative and re-appoint Richard Fink, Mechanical Master Representative, to a three year term on the Contractors' Licensing and Appeals Board.

Summary:

The Contractors' Board reviewed the application of Robert Shade for new appointment and for re-appointment of Richard Fink, 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

December 8, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Appointment of Architect to the Old Yellowstone District and South Poplar Street Corridor Architectural Design Review Committee

Recommendation:

That Council, by minute action, appoints Lyle T. Murtha, AIA, as the architect for the Old Yellowstone District and South Poplar Street Corridor Architectural Design Review Committee to a 1-year term commencing January 1, 2015 through December 31, 2016.

Summary:

The Form-Based Code which was adopted for use in the redevelopment of the Old Yellowstone District and South Poplar Street Corridor creates an Architectural Design Review Committee. The Committee reviews and approves architectural and site plan designs for development proposals and ensure that they conform to the adopted design standards. Persons wishing to rehabilitate, remodel, or build new buildings, parking lots, or signs within the redevelopment area are required to submit their proposal to the Architectural Design Review Committee before work can proceed.

The Architectural Design Review Committee recommended the reappointment of Mr. Murtha. The appointment is a voluntary position. Mr. Murtha started his own architecture firm, Stateline No. 7, in Casper almost a decade ago. His firm is the second-largest firm in Casper. Mr. Murtha is a professional registered architect in Wyoming and South Dakota with over twenty two years of architectural experience. Mr. Murtha's background is diverse and includes numerous state and municipal projects. He is a University of Nebraska graduate, a past member of the McMurry Business Park Design Review Committee, a member of the American institute of Architects, and a member of the National Trust for Historical Preservation. Mr. Murtha believes he would be an asset to the Committee because of his past experience with historic façade and building evaluations and renovations; along with past projects in downtown Casper. He would bring a history and experience of working with other local governmental entities on building feasibility and master plans. Mr. Murtha is familiar and comfortable working with City of Casper staff and with the Form-Based Code for the redevelopment area.

In addition to the architect position that Mr. Murtha will fill, the Architectural Design Review Committee will consist of the Community Development Director, Public Services Director, Building and Code Enforcement Division Manager, City Planner, Urban Renewal Manager, and a member of the Casper City Council.

December 3, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: Official Newspapers

Recommendation:

That Council, by minute action, designate the Casper Journal and the Casper Star-Tribune as the City's official newspapers for the Calendar Year 2015.

Summary:

Staff recommends that the City Council designate the following named newspapers as Official Newspapers for the Calendar Year 2015:

Casper Journal
Casper Star-Tribune

State Statute 15-1-110 states the governing body of any city or town shall designate a legal newspaper and publish once therein the minutes of all regular and special meetings of the governing body and the titles of all ordinances passed.

November 24, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director, CPA 
Linda Carlson, Finance Division Manager 

SUBJECT: Official Depositories

Recommendation:

That Council, by minute action, designate the following banks as official depositories for the City of Casper for the Calendar Year 2015:

First Interstate Bank of Casper
Wells Fargo Bank

Summary:

Various provisions of Chapter 9, Article 4 of the Wyoming Statutes require and allow for the proper governing board of local political subdivisions of this State to designate certain types of financial institutions as depositories of public funds.

It is recommended that the City Council designate the following named financial institutions as official depositories for the Calendar Year 2015:

First Interstate Bank of Casper
Wells Fargo Bank

October 27, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Appointment of Committee Member to the Old Yellowstone District and South Poplar Street Corridor Advisory Committee

Recommendation:

That Council, by minute action, appoint Garijo Brierley to fulfill the unexpired term for Ron Nemetz, expiring on December 31, 2015, on The Old Yellowstone District and South Poplar Street Corridor Advisory Committee.

Summary:

The Rules of Procedure for the Old Yellowstone District and South Poplar Street Corridor Advisory Committee require that there be five (5) regular members, and two (2) alternates members; as well as two (2) City Council members, two (2) Planning and Zoning Commission members, the Community Development Director, and the Urban Renewal Manager and Community Development Technician – who serve as staff support to the Committee. The term for the regular voting member seat is two (2) years, and the term for the alternate seats are one (1) year. Due to a change of employment and relocation, Ron Nemetz is no longer able to complete his term on the Committee. His appointment on the committee expires on December 31, 2015. The appointments are voluntary positions.

Following the Committee interview process on October 20, 2014, the Committee recommendation is to:

1. Appoint Garijo Brierley, Yellowstone Garage, to fulfill the unexpired seat, expiring on December 31, 2015.

For almost seven (7) years, property/business owners have been very involved in the neighborhood redevelopment initiatives. Currently meetings are held with committee members and alumni who are actively engaged in the future of the redevelopment area.

Communication is a critical component of the success of the Old Yellowstone District and South Poplar Street Corridor Redevelopment Plan. As a result, a part of the advisory committee's responsibility has been to communicate what staff brings forward back to the property owners. This committee serves as a critical part to the success of the Old Yellowstone District and South Poplar Street Corridor redevelopment.

December 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director *eb*

SUBJECT: Appointments to the Planning and Zoning Commission

Recommendation:

That Council, by minute action, appoint Robert A. King, and Randall W. Hein, and reappoint James Holloway, to the Planning and Zoning Commission, to three-year terms expiring December 31, 2017.

Summary:

On December 10, 2014, members of the City Council interviewed six (6) individuals for two vacancies on the Planning and Zoning Commission. It was the consensus that Robert A. King, and Randall W. Hein would be appointed. James Holloway is eligible for automatic reappointment under the rules of the City Council which specify individuals may serve up to two (2) full terms on the Planning Commission. Mr. Holloway's first term will expire at the end of this calendar year.