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Memorandum 294

Authorizing the Purchase of Eight (8) Ford Vehicles from Greiner Motor Company-Casper, in the Amount of \$186,875, to be used in the Public Services Department and the Casper Police Department.

Memorandum 296

REGULAR COUNCIL MEETING
Tuesday, January 21, 2014
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. CONSIDERATION OF MINUTES OF THE JANUARY 7, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 20 2014.

4. CONSIDERATION OF BILLS AND CLAIMS.

5. PUBLIC HEARINGS

A. Minute Action

1. Transfer of Ownership of Restaurant Liquor License #2, from Wagons West Real Estate Holding, LLC, to **Wagons West Management LLC, d.b.a. Pizza Ranch**, Located at **5011 East 2nd Street**.

B. Ordinance

1. Zone Change of Lot 1 and Tract A of the **Betty Luker Parkway Campus**, Lot 1 Addition to the City of Casper, Located at **5725 Highland Drive**, From HM (Hospital Medical) to C-2 (General Business).

6. THIRD READING ORDINANCES

- A. Consideration of a Plat of a Portion of SE1/4SW1/4, SW1/4SE1/4, NE1/4SE1/4 and SE1/4SE1/4 Section 13, and NE1/4NW1/4 and NW1/4NE1/4 Section 24, T33N, R79W, 6th P.M., Natrona County Wyoming, to Create **Gosfield Village Addition No. 4**, and Accompanying PUD Site Plan, Generally Located North of **Country Club Road** and West of Ardon Lane.

- B. Consideration of a Plat for a Portion of the SE1/4NW1/4, Section 9, T33N, R79W, 6th P.M., Natrona County, Creating the **OYD No. 2** Subdivision, Comprising 22,800 Square Feet, More or Less, Located at **321 West Midwest Avenue**.

7. SECOND READING ORDINANCES

- A. Consideration of a Replat of The Heights Addition, Lots 15 & 16, Block 4, and Plat Portion of the SE1/4SW1/4, SW1/4SW1/4, Section 8, T33N, R78W, 6th P.M., Natrona County, Creating **The Heights Addition No. 2**, Generally Located Southwest of the Intersection of **Venture Way and Morado Drive**.

- B. Consideration of a Zone Change of the South 52 ½ feet of the East 90 Feet of Lot 8, Block 2, **Beverly Addition**, and the 17'6" of Vacated Beverly Street Adjacent to and East of the 52 ½ Feet of the East 90 Feet of Lot 8, Block 2, Beverly Addition, Located at **162 South Beverly Street**, From R-2 (One Unit Residential) to C-2 (General Business).

7. SECOND READING ORDINANCES (cont'd)

- C. Amending Certain Sections of Chapter 5.08 of the **Casper Municipal Code**, Pertaining to **Alcoholic Beverages and Associated Demerits**.
- D. Amending Certain Sections of Chapter 6.04 of the **Casper Municipal Code**, Pertaining to **Animal Tethering**.

8. RESOLUTIONS

A. Consent

- 1. Authorizing Amendment for Administrative Services Agreement with **National Benefits Services (NBS)** for **Section 125 Dependent Care Flexible Spending Account and Health Flexible Spending Account**.
- 2. Authorizing Amendment for Administrative Services Agreement with **Delta Dental** for provision of Services related to the City of Casper **Dental Plan**.
- 3. Authorizing a Contract for Professional Services with **Saltus Technologies** in the Amount of \$143,379, for the **digiTICKET Electronic Ticketing System** for use by the Casper Police Department.
- 4. Rescinding Resolution No. 13-69 and Establishing **Fees for Use of the Casper Municipal Golf Course**.
- 5. Authorizing a **Second Amendment** to the **Amoco Property Reuse Joint Powers Agreement** between Natrona County, Wyoming and the City of Casper, Wyoming.
- 6. Authorizing a License Agreement between the **Amoco Reuse Agreement Joint Powers Board** and the City of Casper for the Use of Certain City Right-of-Way Adjoining the **Amoco Reuse Property**.
- 7. Authorizing the **Release of Mortgage Deed**, for Lot 17, Block 4, **Eastdale** Addition, in the Amount of \$2,704.50.
- 8. Authorizing the **Release of a Mortgage Deed**, for Lot 43, **Country Club Estates**, in the Amount of \$2,091.
- 9. Authorizing the **Release of a Mortgage Deed**, for Lot 7, Block 93, **City of Casper** in the Amount of \$10,519.

8. RESOLUTIONS (cont'd)

10. Authorizing a Contract with **Information Systems Consulting, Inc. (ISC)**, in the Amount of \$143,932.21, to Purchase and Install One (1) New Dispatch Position, and Move and Install Six (6) Existing **Dispatch Positions From the Hall of Justice Dispatch Center** to the New Facility on Landmark Drive.
11. Authorizing a Consent Agreement for **License Agreement** between the City of Casper and AT&T Mobility, LLC for **1550 East 12th Street**.
12. Authorizing Acceptance of Two **Easements** from **Granite Peak Properties, LLC**, for Installation of Water Main Across Private Property for the **Casper Logistics Center**.
13. Authorizing **Outside-City Water Service** with Shawn J. Fink Located at **1655 East Sunlight Drive**.
14. Authorizing Contract for Professional Services with **WWC Engineering**, in the Amount Of \$205,000, for the **Casper Raw Water Irrigation System Improvements Project**.
15. Authorizing Contract for Professionals Services with **Worthington, Lenhart and Carpenter** in the Amount Of \$256,782, for the **Highland Park And Forest Drive Storm Water Detention Ponds Project**.
16. Authorizing the Mayor to Sign the December 31, 2013, **State Small Business Credit Initiative Certification on Use-of-Allocated Funds**.
17. Authorizing submission of an application to the **Wyoming Business Council's Community Enhancement Grant program**, in the amount of \$500,000, to be used to fund **river restoration design and construction projects**.

9. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of Two (2) **Extrication Combination Tools** from **Santiam Emergency Equipment, Inc.**, in the Amount of \$22,474.30, to be Used by the Casper Fire-EMS Department.
2. Authorizing the Purchase of Seven (7) **Thermal Imaging Cameras** from **Infrared Systems Group**, in the Amount of \$53,200, to be Used by the Casper Fire-EMS Department.

9. MINUTE ACTION (cont'd)

3. Authorizing the Purchase of Eight (8) **Ford Vehicles** from **Greiner Motor Company-Casper**, in the Amount of \$186,875, to be used in the Public Services Department and the Casper Police Department.

10. COMMUNICATIONS

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
January 7, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, January 7, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hopkins, Meyer, Powell, Sandoval and Mayor Schlager. Absent: Councilman Hedquist.

Moved by Councilman Bertoglio, seconded by Councilman Meyer, to, by minute action, excuse the absence of Councilman Hedquist. Passed.

Mayor Schlager led the audience in the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Bertoglio, to, by minute action, approve the minutes of the December 17, 2013, regular Council meeting, as published in the Casper-Star Tribune on January 8, 2014. Motion passed unanimously.

Moved by Councilman Cathey, seconded by Councilman Powell, to, by minute action, approve payment of the January 7, 2014, bills and claims, as audited by City Manager Patterson. Passed.

Bills & Claims
01/07/14

| | | |
|----------------------|----------|--------------|
| 1stData | SRVC | \$13,771.68 |
| 1stInterstateBk | Supp | \$3,015.11 |
| 3TrailsAssess | SRVC | \$34,775.00 |
| 71Constr | Reprs | \$12,563.01 |
| AAALand | SRVC | \$165.26 |
| AAlbliwi | Refund | \$62.00 |
| ABankhead | Refund | \$36.15 |
| Acuprt | Printing | \$1,110.00 |
| Adecco | SRVC | \$4,754.35 |
| AirCycleCorp | Parts | \$8,316.00 |
| Airgas | Supp | \$452.72 |
| Allrtch | SRVC | \$42.00 |
| Ambi | Mailing | \$1,257.72 |
| AmerCivilConstr | Contract | \$107,350.00 |
| AmerEagle | SRVC | \$2,150.00 |
| AmericanAssocPolPoly | Dues | \$150.00 |
| Amerigas | Supp | \$859.59 |
| Amerikart | Supp | \$1,149.23 |
| AmerLinen | Laundry | \$1,852.97 |
| AmerTitle | Reports | \$85.00 |
| AmTech | Body | \$1,168.78 |
| AndersonSzmgrph | Supp | \$82.50 |
| Appaloosa | Ads | \$208.00 |

| | | |
|--------------------|----------|--------------|
| AQuinday | Refund | \$24.52 |
| Arcadis | SRVC | \$2,285.00 |
| ARCASTech | SRVC | \$498.48 |
| AT&T | SRVC | \$39.30 |
| AtlntcElct | SRVC | \$2,400.00 |
| AtoZ | Towing | \$245.00 |
| Auto&Elect | Supp | \$529.00 |
| Bancard | SRVC | \$39.00 |
| BBenham | Refund | \$23.36 |
| BDebolt | Refund | \$26.00 |
| Blfill | SRVC | \$78,536.65 |
| Bntz | Fuel | \$507.17 |
| BoothRsrch | SRVC | \$6,700.00 |
| BradHall | Supp | \$3,348.70 |
| BrakeSupp | Supp | \$912.03 |
| BrbcksRefg | Parts | \$2,442.95 |
| Bushwells | Equip | \$120.00 |
| BusinessOutfitters | SRVC | \$76.40 |
| CapBusSys | Lease | \$20.00 |
| CATC | Funds | \$143,163.00 |
| CButler | Refund | \$20.07 |
| CEvans | Reimb | \$65.00 |
| CFord | Refund | \$192.69 |
| Charter | SRVC | \$1,206.76 |
| ChiefSupply | Supp | \$1,209.14 |
| CIA | Funds | \$270.00 |
| CityPolice | Supp | \$501.34 |
| CityTowing | Towing | \$85.00 |
| CivilEngPro | SRVC | \$9,485.70 |
| CKrugler | Reimb | \$37.00 |
| ClrkofCircuitCrt | Garnish | \$898.08 |
| CMITeco | Supp | \$440.01 |
| CmmrclRefrig | SRVC | \$6,768.51 |
| CmptrPros | Supp | \$441.84 |
| Cmtrnx | SRVC | \$1,405.70 |
| CNICHealthSol | Claims | \$54,174.66 |
| Cntrylnk | SRVC | \$16,122.53 |
| CoastalChem | Fuel | \$56.90 |
| CityofCasper | Misc | \$9,976.42 |
| CommTech | Supp | \$2,795.65 |
| ComprLeasing | Supp | \$5,510.52 |
| Condrey&Assoc | Contract | \$9,750.00 |
| Conoco | Fuel | \$111.83 |
| CRickerts | Refund | \$52.90 |
| CrimeSceneInfo | SRVC | \$86.25 |
| CRMC | SRVC | \$300.00 |

| | | |
|-------------------|----------|-------------|
| CrtrdgeWrld | Supp | \$63.99 |
| Csllc | Supp | \$125.00 |
| CspAreaChmb | SRVC | \$10,500.00 |
| CspElec | Equip | \$27,402.65 |
| CspFire | SRVC | \$1,834.61 |
| CsprStar | Ad | \$2,698.00 |
| CsprTire | Supp | \$72.46 |
| CtrlWyGraphics | SRVC | \$27.50 |
| DblDWeld | SRVC | \$455.00 |
| Dell | Tech | \$1,077.16 |
| DGriswold | Reimb | \$908.04 |
| DHand | Refund | \$44.11 |
| DHarley | Reimb | \$41.74 |
| DixonDixon | SRVC | \$157.50 |
| DltDntlPln | Claims | \$23,611.09 |
| DlxBsnessForms | Supp | \$62.55 |
| DPC | Supp | \$5,510.60 |
| DrvTrain | Parts | \$2,232.61 |
| DsrtMtnCorp | Supp | \$49,588.45 |
| DvdsonFxdInc | SRVC | \$6,656.95 |
| EBecher | Reimb | \$197.00 |
| EglEle | Parts | \$216.54 |
| Elert&Assoc | SRVC | \$5,963.86 |
| EnrgyLab | SRVC | \$3,766.71 |
| Entrprse | SRVC | \$179.79 |
| EnvCivilSol | Contract | \$5,813.00 |
| EnvExpress | Supp | \$122.27 |
| Esco | Supp | \$86.66 |
| ExpressPrint | Printing | \$973.20 |
| ExprnInfo | Supp | \$12.73 |
| FallineCorp | Supp | \$1,390.55 |
| FastenalInd&Const | Supp | \$14.76 |
| FedEx | Shipping | \$178.48 |
| FHartung | Refund | \$15.20 |
| FIB | Fees | \$6,808.83 |
| FIBPettyCsh | Funds | \$183.14 |
| FinishLine | Supp | \$6,005.25 |
| FoodSvcs | Supp | \$766.71 |
| ForceAmerica | Supp | \$382.51 |
| FrmrBrosCoffee | Supp | \$70.70 |
| FshrScien | Supp | \$131.21 |
| Galls | Uniforms | \$819.00 |
| GBS | SRVC | \$2,000.00 |
| GCBldg | Reprs | \$248.15 |
| GldrAsoc | SRVC | \$6,975.11 |
| Globalstar | Supp | \$92.08 |

| | | |
|---------------------|----------|--------------|
| GovtFinanceOfficers | Dues | \$580.00 |
| Grainger | SRVC | \$2,826.01 |
| Granicus | SRVC | \$725.00 |
| Greiner | Supp | \$2,615.26 |
| GrizzlyExc | Contract | \$36,621.35 |
| GWhite | Refund | \$29.39 |
| Hach | Supp | \$1,131.20 |
| Hawkins | Supp | \$2,318.74 |
| HDREng | Contract | \$1,078.78 |
| HensleyBattery | Parts | \$170.51 |
| Hitek | SRVC | \$7,990.00 |
| Hllcrst | Water | \$51.00 |
| HLP | Supp | \$2,880.00 |
| HomeDpt | Supp | \$16.32 |
| Homx | Fuel | \$103,959.28 |
| Hose&Rbr | Supp | \$456.92 |
| HowardSupply | Supp | \$70.20 |
| HPCo. | Software | \$17,199.14 |
| HseofPrinting | Printing | \$42.50 |
| IndScrn | Supp | \$2,040.00 |
| Instll&Svc | Contract | \$10,262.15 |
| ISC | Equip | \$58,362.61 |
| JAshley | Refund | \$27.25 |
| JBlack | Reimb | \$515.30 |
| JBullard | Reimb | \$1,059.95 |
| JcksTrk | Parts | \$3,838.24 |
| JcobsEngr | SRVC | \$3,966.09 |
| JenkinsMach | Supp | \$85.00 |
| JGall | Reimb | \$342.29 |
| JhnyJs | Meals | \$175.00 |
| JhnsnRbrts&Assoc | Tests | \$32.00 |
| JJKllrAssoc | SRVC | \$534.00 |
| JLevin | Reimb | \$444.00 |
| JNickerson | Reimb | \$2,005.71 |
| JohnMeunier | Contract | \$25,876.20 |
| JSjulestad | Refund | \$75.00 |
| Ken&Betty | Refund | \$100.00 |
| KFarley | Refund | \$50.75 |
| KKing | Reimb | \$26.76 |
| KKraft | Reimb | \$61.65 |
| Knpp | Supp | \$14,245.10 |
| KTED | Ads | \$390.00 |
| KWilson | Refund | \$5.71 |
| LbrRdyCentral | Supp | \$2,726.16 |
| LDevoe | Refund | \$13.21 |
| LHolstrom | Refund | \$55.10 |

| | | |
|-------------------|----------|-------------|
| Lifeguard | Supp | \$390.00 |
| LINA | Ins | \$282.40 |
| Linlog | Refund | \$9.00 |
| Lipmn | Supp | \$100.65 |
| Long | Maint | \$538.72 |
| LxisNxis | SRVC | \$1,428.52 |
| MacDonaldEquip | Parts | \$446.68 |
| Manpwr | SRVC | \$283.18 |
| Mastercard | SRVC | \$1,756.79 |
| MaxwellProd | Supp | \$1,742.92 |
| McMrry | Concrete | \$153.73 |
| McNelius | Supp | \$1,096.05 |
| Mcrsft | Subscrip | \$3,941.00 |
| MDean | Reimb | \$38.80 |
| MGoff | Refund | \$111.50 |
| MGraham | Reimb | \$58.00 |
| MichlFnce | Supp | \$6,750.00 |
| Millet | SRVC | \$5.00 |
| MillsSpringRanch | Refund | \$22.65 |
| MobleConc | Supp | \$104.00 |
| Motorola | Supp | \$10,866.17 |
| MtnStatesPipe | Supp | \$4,760.00 |
| MtnStsLthgr | Supp | \$971.05 |
| MyEducResrc | Supp | \$60.00 |
| Napa | Parts | \$3,625.16 |
| NBS | SRVC | \$12,479.15 |
| NCHallofJustice | Rent | \$63,221.43 |
| NetmotionWireless | SRVC | \$9,901.25 |
| Nevs | Uniforms | \$1,821.50 |
| Norco | Supp | \$3,677.39 |
| NPlummer | Refund | \$55.80 |
| NtlDvlpmntCncil | SRVC | \$833.33 |
| NtwrkFleet | SRVC | \$1,479.15 |
| OilCtyPrinters | Printing | \$219.45 |
| OlsonAtoBdy | SRVC | \$2,041.53 |
| OmegaGrp | Supp | \$3,035.00 |
| OReilly | Supp | \$39.99 |
| Orkn | SRVC | \$79.50 |
| PAbrams | Reimb | \$47.00 |
| Paciolan | SRVC | \$4,174.85 |
| Parkway | Lodging | \$130.00 |
| PBrooker | SRVC | \$1,800.00 |
| PcktPrss | Supp | \$98.40 |
| Pepsi | Supp | \$234.20 |
| PioneerSand | Supp | \$1,378.01 |
| PriorityDsptch | SRVC | \$3,417.46 |

| | | |
|------------------|----------|--------------|
| PSCC-COC | SRVC | \$1,280.92 |
| PstlPro | SRVC | \$11,398.44 |
| PurchAdv | Supp | \$62.25 |
| PwdrRivShred | SRVC | \$360.00 |
| PwrEquip | Supp | \$610.60 |
| QualityOfficeSol | Supp | \$3,890.44 |
| RButler | Reimb | \$67.92 |
| RDabney | Reimb | \$402.00 |
| Rdotctn | Supp | \$114.00 |
| ResourceStaff | SRVC | \$847.53 |
| RHieb | Reimb | \$864.82 |
| RHoffman | Reimb | \$23.08 |
| Ricoh | SRVC | \$1,177.58 |
| RJay | SRVC | \$15,141.25 |
| RMPwr | SRVC | \$170,531.52 |
| RootrSwr | SRVC | \$140.00 |
| RotoRouter | SRVC | \$291.60 |
| RYoung | Reimb | \$76.59 |
| SamParsons | SRVC | \$226.00 |
| SBrenner | Refund | \$25.00 |
| SChaney | Reimb | \$37.00 |
| SftyKln | SRVC | \$1,455.74 |
| SKadel | Refund | \$52.90 |
| SkylineRnchs | SRVC | \$446.95 |
| Smarsh | SRVC | \$1,883.00 |
| SNunn | Reimb | \$55.41 |
| SourceGas | Gas | \$40,744.63 |
| SSteed | Refund | \$45.55 |
| StantecConsult | Contract | \$3,267.50 |
| StarLine | Supp | \$417.35 |
| StarTribune | Ads | \$4,361.36 |
| StofWyDEQ | SRVC | \$2,000.00 |
| Stotz | Equip | \$120.20 |
| Suthrlnds | Supp | \$1,569.95 |
| SwtwaterGarden | Supp | \$6,255.00 |
| Sysco | Supp | \$3,203.48 |
| TAnderson | Reimb | \$36.69 |
| Terracon | Supp | \$14,432.11 |
| TetonStl | Supp | \$820.00 |
| THolzer | Refund | \$75.00 |
| TKennedy | Reimb | \$90.00 |
| TopOff | SRVC | \$263.15 |
| TWEnterprises | SRVC | \$1,531.59 |
| TwnsqMedia | Ads | \$2,153.98 |
| UnionTelCo | SRVC | \$139.58 |
| UPS | Shipping | \$387.35 |

| | | |
|------------------------|----------|----------------|
| UrgentCare | SRVC | \$1,784.00 |
| UsWldng | Supp | \$2,553.46 |
| UtilBillSol | SRVC | \$1,962.41 |
| VaugnConcrete | Contract | \$5,413.00 |
| Verizon | SRVC | \$4,641.96 |
| VermeerSales | Supp | \$6,430.53 |
| ViperUndgrnd | Contract | \$13,417.75 |
| VSP | Ins | \$1,006.95 |
| WasteConn | SRVC | \$200.00 |
| Waterworks | Parts | \$1,565.00 |
| WBayert | Refund | \$50.26 |
| Wear | Parts | \$157.65 |
| WestEco | SRVC | \$1,535.00 |
| WestGrp | Subscrip | \$78.75 |
| WGudahl | Reimb | \$47.00 |
| Wingfoot | Supp | \$10,661.18 |
| WirelessAdvncd | Supp | \$5,967.90 |
| WiserTogether | SRVC | \$10,593.00 |
| WllmsPrtrDay | SRVC | \$4,305.41 |
| WNMcMurry | Contract | \$4,606.00 |
| WrightBrthrs | Contract | \$373,398.94 |
| WrthngtnLenhrt&Carpntr | SRVC | \$687.50 |
| WstlndPrk-RedButtes | SRVC | \$2,647.65 |
| WstrnLock | Supp | \$140.00 |
| WstrnPlnsEng | Supp | \$2,035.00 |
| WstrnWtrCons | SRVC | \$31,763.15 |
| WWT | SRVC | \$217,943.82 |
| WyBusCoalition | SRVC | \$5,500.00 |
| WyBusRep | Subscrip | \$24.97 |
| Wydot | SRVC | \$705.66 |
| WYFoxTv | Ad | \$345.10 |
| WyMach | Parts | \$6,758.05 |
| WyStl | Supp | \$5,716.20 |
| WyWoundCare | Refund | \$68.07 |
| Xerox | SRVC | \$721.99 |
| YCC | SRVC | \$4,961.39 |
| | | \$2,217,316.48 |

Moved by Councilman Hopkins, seconded by Councilman Sandoval, to, by minute action, appoint Councilman Meyer as Mayor of the City of Casper, Wyoming, for calendar year 2014. Passed.

Moved by Councilman Cathey, seconded by Councilman Meyer, to, by minute action, appoint Councilman Powell as Vice-President of the Casper City Council for calendar year 2014. Passed.

Municipal Court Judge Robert J. Hand, Jr. issued the oath of office to newly-appointed Mayor Meyer and Vice-President Powell.

Mayor Meyer presented former Mayor Schlager with a plaque of appreciation for her service as Mayor. Councilman Schlager stated it has been an honor to be the Mayor and that she is looking forward to working with the new Mayor and Vice-President. She also thanked City staff for their support.

Mayor Meyer then introduced members of his family.

Mayor Meyer called for a brief recess at 6:10 p.m., and reconvened the meeting at 6:16 p.m.

Moved by Councilman Schlager, seconded by Councilman Sandoval, to, by minute action: establish January 21, 2014 as the Public Hearing Date for Consideration of: Transfer of Ownership of Restaurant Liquor License #2, from Wagons West Real Estate Holding, LLC, to Wagons West Management LLC, d.b.a. Pizza Ranch, Located at 5011 East 2nd Street, and Zone Change of Lot 1 and Tract A of the Betty Luker Parkway Campus, Lot 1 Addition to the City of Casper, Located at 5725 Highland Drive, From HM (Hospital Medical) to C-2 (General Business); and, establish February 4, 2014 as the Public Hearing Date for Consideration of Fiscal Year 2013-2014 Budget Adjustments. Passed.

Mayor Meyer opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 9, to Shogun Steak Inc., d.b.a. Shogun Japanese Steak House, located at 3095 Talon Drive.

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

Speaking in support was “Kevin” Hang Peng Zou, 741 South Oakcrest Avenue.

Speaking in opposition was Charlie Lake, 227 North Beech Street.

There being no others to speak for or against the issues involving Restaurant Liquor License No. 9, the public hearing was closed.

Moved by Councilman Powell, seconded by Councilman Schlager, to, by minute action, authorize the issuance of Restaurant Liquor License No. 9. Passed.

Mayor Meyer opened the public hearing for the consideration of replat creating The Heights Addition No. 2.

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

Speaking in support was Bill Ferring, Civil Engineering Professionals, Inc., 6080 Enterprise Drive.

There being no others to speak for or against the issues involving The Heights Addition No. 2, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 31-13
AN ORDINANCE APPROVING THE HEIGHTS ADDITION
NO. 2 SUBDIVISION AGREEMENT, AND THE FINAL PLAT
OF THE HEIGHTS ADDITION NO. 2, COMPRISING 15.44-
ACRES, MORE OR LESS.

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

Mayor Meyer opened the public hearing for the consideration of a zone change at 162 South Beverly Street.

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

Speaking in support was Kara Fink, 1655 East Sunlight Drive.

There being no others to speak for or against the issues involving the zone change, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 32-13
AN ORDINANCE APPROVING A ZONE CHANGE
FOR THE SOUTH 52 ½ FEET OF THE EAST 90 FEET
OF LOT 8, BLOCK 2 BEVERLY ADDITION & THE
17'6" OF VACATED BEVERLY STREET ADJACENT
TO & EAST OF THE 52 ½ FEET OF THE EAST 90
FEET OF LOT 8, BLOCK 2 BEVERLY ADDITION
SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilman Schlager 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 annexation of the Saddle Brook Valley Addition.

Moved by Councilman Cathey, seconded by Councilman Powell, to, by minute action, accept the withdrawal of this annexation by the applicant. Passed.

Following ordinance read:

ORDINANCE NO. 30-13
AN ORDINANCE APPROVING THE GOSFIELD
VILLAGE ADDITION NO. 4 SUBDIVISION
AGREEMENT AND THE FINAL PLAT AND
ACCOMPANYING SITE PLAN OF GOSFIELD
VILLAGE ADDITION NO. 4 COMPRISIING 47.14
ACRES, MORE OR LESS.

Councilman Powell recused himself and left the room.

Councilman Sandoval presented the foregoing ordinance for approval, on second reading. Seconded by Councilman Hopkins. Passed.

Peg Ingram, 1720 Clifton Court came forward to address the questions and concerns of the Council regarding this development. Topics included street widths, connectivity, traffic, parking, and the home owners association.

All voted aye, except Councilmen Goodenough and Sandoval who voted nay. Passed.

Councilman Powell returned to the meeting.

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

ORDINANCE NO. 29-13
AN ORDINANCE APPROVING THE FINAL PLAT OF
THE OYD NO. 2 SUBDIVISION, COMPRISING 22,900
SQUARE FEET, MORE OR LESS.

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

Following ordinance read:

ORDINANCE NO. 1-14
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF CHAPTER 5.08, AND OMITTING SECTION
5.08.420, OF THE CASPER MUNICIPAL CODE
PERTAINING TO ALCOHOLIC BEVERAGES.

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

City Manager Patterson provided a brief report.

Mike Reid, 1615 Luker Drive spoke as a representative of the Natrona County Liquor Dealer's Association. Mr. Reid explained that the association has been working with the City of Casper Police Department to modify and improve the demerit system with the goal of reducing

alcohol related offenses and drunk driving. Chief Walsh also came forward to answer questions and to clarify the ordinance.

Passed.

Following ordinance read:

ORDINANCE NO. 2-14
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF CHAPTERS 6.04 OF THE CASPER MUNICIPAL
CODE PERTAINING TO ANIMALS.

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

City Manager Patterson provided a brief report.

Passed.

The following resolutions were considered by consent agenda:

RESOLUTION NO. 1-14
A RESOLUTION AUTHORIZING RELEASE OF LOCAL
ASSESSMENT DISTRICT LIEN

RESOLUTION NO. 2-14
A RESOLUTION AUTHORIZING A CONTRACT WITH
CIVICLIVE TO PROVIDE A PROFESSIONAL
REDESIGN AND HOSTING SERVICES FOR THE
CITY'S WEBSITE.

RESOLUTION NO. 3-14
A RESOLUTION AUTHORIZING A CONTRACT FOR
PROFESSIONAL SERVICES WITH BIG HORN
ROOFING, INC., FOR THE CPU OFFICE BUILDING
ROOF REPLACEMENT.

RESOLUTION NO. 4-14
AUTHORIZING UNDERGROUND RIGHT-OF-WAY
EASEMENT WITH ROCKY MOUNTAIN POWER FOR
INSTALLATION OF UNDERGROUND ELECTRICAL
POWER FOR THE CENTRAL WYOMING REGIONAL
WATER SYSTEM ZONE IIB WATER SYSTEM
IMPROVEMENTS PROJECT NO. 11-73.

Councilman Hopkins presented the foregoing four (4) resolutions for adoption. Seconded by Councilman Schlager. Passed.

Moved by Councilman Sandoval, seconded by Councilman Goodenough to, by minute action purchase a Ford F-250 Extended Cab Pick-up, by the State Bid Process from Greiner Motor Company-Casper, in the Amount of \$26,783, to be Used in the Public Utilities Division of the Public Services Department. Passed.

Individuals addressing the Council were: Charlie Lake, 227 North Beech Street; Ron Strang, 6461 Timberline Court; and Pat Sweeney 123 West "E" Street.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, January 14, 2014, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, January 21, 2014, in the Council Chambers.

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

The meeting was adjourned at 7:55 p.m.

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

71 CONSTRUCTION

1554-5R RETAIN PAY ARTER/COLL ST E

\$85.98

\$85.98 Subtotal for Dept. Capital Projects

\$85.98 Subtotal for Vendor

71 CONSTRUCTION, INC.

1554-5 RETAINAGE

(\$85.98)

(\$85.98) Subtotal for Dept. Capital Projects

1554-5 2013 ARTERIAL AND COLLECTOR

\$352,687.65

2835 HOTMIX

\$745.60

RIN0023227 CONSTRUCTION OF FT CASPAR

\$11,206.30

\$364,639.55 Subtotal for Dept. Streets

\$364,553.57 Subtotal for Vendor

A TO Z TOWING LLC.

14N-009 TOWING

\$86.00

\$86.00 Subtotal for Dept. Metro Animal

13N-393 TOWING

\$75.00

\$75.00 Subtotal for Dept. Police

\$161.00 Subtotal for Vendor

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

13-12-177 POSTAGE

\$6.84

\$6.84 Subtotal for Dept. Balefill

13-12-715 POSTAGE

\$26.82

\$26.82 Subtotal for Dept. Casper Events Center

13-12-711 POSTAGE

\$5.01

\$5.01 Subtotal for Dept. City Attorney

13-12-713 POSTAGE

\$41.97

\$41.97 Subtotal for Dept. City Manager

13-12-722 POSTAGE

\$5.45

\$5.45 Subtotal for Dept. Council

13-12-179 POSTAGE

\$70.96

\$70.96 Subtotal for Dept. Engineering

13-12-717 POSTAGE

\$21.57

\$21.57 Subtotal for Dept. Fire

13-12-182 POSTAGE

\$18.77

\$18.77 Subtotal for Dept. Fort Caspar

13-12-719 POSTAGE

\$0.55

13-12-183 POSTAGE

\$3.82

\$4.37 Subtotal for Dept. Garage

13-12-184 POSTAGE

\$0.55

\$0.55 Subtotal for Dept. Hogadon

13-12-724 POSTAGE

\$7.75

\$7.75 Subtotal for Dept. Human Resources

13-12-731 POSTAGE

\$156.64

\$156.64 Subtotal for Dept. Police

13-12-728 POSTAGE

\$6.00

\$6.00 Subtotal for Dept. Property & Liability Insurance

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

13-12-192 POSTAGE

\$13.31
\$13.31 Subtotal for Dept. Refuse Collection
\$386.01 Subtotal for Vendor

AAA SEWER & DRAIN SVC INC.

14743 BEGONIA FORCE MAIN CLEANING

\$95.00
\$95.00 Subtotal for Dept. Sewer
\$95.00 Subtotal for Vendor

ACE GOLF NETTING

RIN0023210 LANDFILL LITTER FENCE

\$138,000.00

RIN0023210 RETAINAGE

(\$7,084.00)

RIN0023210 INSTALL 30' TALL LITTER FENCE

\$3,680.00

\$134,596.00 Subtotal for Dept. Balefill
\$134,596.00 Subtotal for Vendor

ACTION GLASS

11597 SHOWER DOORS - STATION #3

\$2,120.82
\$2,120.82 Subtotal for Dept. Fire
\$2,120.82 Subtotal for Vendor

ADAMSON POLICE PRODUCTS

124150 SHIELDS FOR NEW FLEET

\$7,725.00
\$7,725.00 Subtotal for Dept. Police Dept
\$7,725.00 Subtotal for Vendor

AIR CYCLE CORP.

0107059-IN CRUSHED BULB DISPOSAL

\$260.00
\$260.00 Subtotal for Dept. Balefill
\$260.00 Subtotal for Vendor

AIRGAS INTERMOUNTAIN, INC.

9914304906 WELDING SUPPLIES

\$139.18

9022474798 COMPLIANCE SUPPLIES

\$32.26

9022393935 COMPLIANCE SUPPLIES

\$182.00

\$353.44 Subtotal for Dept. Balefill

9914363287 CYL ARGON INDUSTRIAL RENTAL

\$22.35

9914363285 CYL ACETYLENE IND RENTAL

\$24.55

9914363286 RENT CYL INC SMALL ACETYLENE

\$23.95

9022351609 MIG WIRE, TIP, PLASMA ELECTROD

\$136.74

\$207.59 Subtotal for Dept. Hogadon

9022474797 WELDING SUPPLIES

\$189.60

9914304906 WELDING SUPPLIES

\$139.18

\$328.78 Subtotal for Dept. Refuse Collection

\$889.81 Subtotal for Vendor

ALL CREATURES VETERINARY HOSPITAL

237361 VET SERVICES

\$190.45
\$190.45 Subtotal for Dept. Metro Animal
\$190.45 Subtotal for Vendor

ALLIED INSURANCE

BD7900409080 NOTARY

\$50.00

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

\$50.00 Subtotal for Dept. Fire

\$50.00 Subtotal for Vendor

ALTITUDE VETERINARY HOSPITAL

543666 VET SERVICES

544368 VET SERVICES

\$182.89

\$33.75

\$216.64 Subtotal for Dept. Metro Animal

\$216.64 Subtotal for Vendor

AMERICAN ASSOC. FOR STATE & LOCAL HISTORY

RIN0023177 MEMBERSHIP RENEWAL

\$115.00

\$115.00 Subtotal for Dept. Fort Caspar

\$115.00 Subtotal for Vendor

AMERICAN EAGLE CLEANING, LLC

3665 COMMERCIAL CONT. REFURBISHING

3643 REFURBISHING ROLL OFF CONT.

\$480.00

\$495.00

\$975.00 Subtotal for Dept. Refuse Collection

\$975.00 Subtotal for Vendor

AMERICAN LINEN, INC.

LCAS826623 LAUNDRY

\$59.71

LCAS824943 LAUNDRY

\$59.71

LCAS824943 LAUNDRY

\$1.90

LCAS826623 LAUNDRY

\$1.90

LCAS828338 LAUNDRY

\$1.90

LCAS828338 LAUNDRY

\$59.71

\$184.83 Subtotal for Dept. Balefill

LCAS824943 MATS

\$44.96

LCAS824933 MATS

\$3.25

LCAS826613 MATS

\$41.61

LCAS828328 MATS

\$3.25

LCAS826623 LAUNDRY

\$44.96

LCAS828338 LAUNDRY

\$44.96

\$182.99 Subtotal for Dept. Buildings And Grounds

\$29.80 Subtotal for Dept. Casper Events Center

LCAS828704 LAUNDRY

\$29.80

LCAS828328 LAUNDRY

\$155.51

LCAS826613 LAUNDRY

\$155.51

LCAS824933 LAUNDRY

\$155.51

LCAS824844 LAUNDRY

\$20.00

\$486.53 Subtotal for Dept. Garage

LCAS828338 LAUNDRY

\$16.10

LCAS824943 LAUNDRY

\$16.10

LCAS826623 LAUNDRY

\$16.10

\$48.30 Subtotal for Dept. Refuse Collection

LCAS828326 LAUNDRY

\$44.12

LCAS826611 LAUNDRY

\$44.12

LCAS830010 LAUNDRY

\$51.26

\$139.50 Subtotal for Dept. Sewer

LCAS828330 LAUNDRY

\$132.05

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

LCAS830015 LAUNDRY

\$132.05

\$264.10 Subtotal for Dept. Streets

LCAS830014 LAUNDRY

\$29.75

LCAS828329 LAUNDRY

\$29.75

\$59.50 Subtotal for Dept. Traffic

LCAS828634 MATS

\$34.40

LCAS826962 MATS

\$34.40

\$68.80 Subtotal for Dept. Water Treatment Plant

\$1,464.35 Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

80-107158 O&E HCD LOAN PAYOFF VALENZUELA

\$85.00

80-107159 O&E HCD LOAN PAYOFF FOOTE

\$85.00

\$170.00 Subtotal for Dept. Planning

\$170.00 Subtotal for Vendor

AMERIGAS - CASPER

801469972 PROPANE

\$117.83

\$117.83 Subtotal for Dept. Balefill

\$117.83 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

12196 ARM REST BUMPER

\$292.32

12196 HOPPER COVER,PLASTIC

\$175.05

\$467.37 Subtotal for Dept. Garage

\$467.37 Subtotal for Vendor

ANDREW BEAMER

RIN0023235 TRAVEL EXPENSES

\$81.00

\$81.00 Subtotal for Dept. Engineering

\$81.00 Subtotal for Vendor

APPALOOSA BROADCASTING

IN-113121725 ADS

\$64.00

\$64.00 Subtotal for Dept. Hogadon

\$64.00 Subtotal for Vendor

ARCADIS U.S., INC.

0564852 ENGINEERING SERVICES

\$6,529.30

\$6,529.30 Subtotal for Dept. Garage

0564795 ENGINEERING SERVICES

\$2,406.78

0564802 ENGINEERING SERVICES

\$5,885.95

\$8,292.73 Subtotal for Dept. Waste Water

\$14,822.03 Subtotal for Vendor

ARROWHEAD, INC.

2761 HVAC MAINTENANCE

\$408.00

\$408.00 Subtotal for Dept. Balefill

\$408.00 Subtotal for Vendor

ASSOC. OF METROPOLITAN PLANNING ORGANIZATION

2014-21 MEMBERSHIP DUES

\$36.83

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

2014-21 MEMBERSHIP DUES

\$350.46
\$387.29 Subtotal for Dept. Metropolitan Planning
\$387.29 Subtotal for Vendor

AT & T MOBILITY

X12232013 WIRELESS ACCESS FEE

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

AT&T

RIN0023193 LONG DISTANCE SERVICE

\$27.10
\$27.10 Subtotal for Dept. Communications Center
\$27.10 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

4930 WIRED NEW DISHWASHER IN KITCHEN

\$408.01
\$408.01 Subtotal for Dept. Capital Projects

4925 LABOR AND MATERIAL

\$534.08
\$534.08 Subtotal for Dept. City Hall

RIN0023219 RETAINAGE

(\$300.04)
(\$300.04) Subtotal for Dept. General Fund

RIN0023219 2013-14 LUMINAIRE SERVICES

\$3,000.44
\$3,000.44 Subtotal for Dept. Traffic
\$3,642.49 Subtotal for Vendor

ATLAS REPRODUCTION

107235 LAMINATE JAN P&Z POSTERS

\$12.00
\$12.00 Subtotal for Dept. Planning
\$12.00 Subtotal for Vendor

BALEFILL

247/108950 SANITATION

\$15.00
\$15.00 Subtotal for Dept. Parks

2772/108963 SANITATION

\$5,097.15
\$5,097.15 Subtotal for Dept. Refuse Collection

1276/108964 SANITATION

\$106.65
\$106.65 Subtotal for Dept. Waste Water
\$5,218.80 Subtotal for Vendor

BATES, WADE

0021307737 DEPOSIT/CREDIT REFUND

\$54.83
\$54.83 Subtotal for Dept. Water
\$54.83 Subtotal for Vendor

BENTZ'S TOWN PUMP

RIN0023187 FUEL

\$738.97
\$738.97 Subtotal for Dept. Garage
\$738.97 Subtotal for Vendor

BLYTHE, MATTHEW

0021307742 DEPOSIT/CREDIT REFUND

\$32.85
\$32.85 Subtotal for Dept. Water

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

\$32.85 Subtotal for Vendor

BOYS & GIRLS CLUBS OF CENTRAL WY
3435 PROGRAM SPONSORSHIP

\$1,000.00
\$1,000.00 Subtotal for Dept. Council
\$1,000.00 Subtotal for Vendor

BRAD HALL & ASSOCIATES
NP40082898 FUEL

\$614.67
\$614.67 Subtotal for Dept. Fire
\$614.67 Subtotal for Vendor

BRADY, ANASTASIA
0021354193 DEPOSIT/CREDIT REFUND

\$20.58
\$20.58 Subtotal for Dept. Water
\$20.58 Subtotal for Vendor

BRANDI WHALEN
RIN0023170 REFUND OF DEPOSIT FOR 12/28/13

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

BURRIER, KIM
0021354198 DEPOSIT/CREDIT REFUND

\$23.14
\$23.14 Subtotal for Dept. Water
\$23.14 Subtotal for Vendor

CAMPBELL PET CO.
0297795-IN ANIMAL SUPPLIES

\$871.77
\$871.77 Subtotal for Dept. Metro Animal
\$871.77 Subtotal for Vendor

CAPITAL BUSINESS SYSTEMS, INC.
405174 COPY CHARGES

\$20.00
\$20.00 Subtotal for Dept. Garage
\$20.00 Subtotal for Vendor

CARA ENTERPRISES, INC.
1302274 LICENSE PREPARATION FEE

\$150.00
\$150.00 Subtotal for Dept. Golf Course
\$150.00 Subtotal for Vendor

CAROTHERS, JENNIFER
0021307741 DEPOSIT/CREDIT REFUND

\$20.07
\$20.07 Subtotal for Dept. Water
\$20.07 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.
RIN0023209 CONTRACTUAL SERVICES

\$10,500.00
\$10,500.00 Subtotal for Dept. Social Community Services

RIN0023232 SERVICE AWARDS

\$319.00
\$319.00 Subtotal for Dept. Human Resources
\$10,819.00 Subtotal for Vendor

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

CASPER EVENTS CENTER

108970 HOLIDAY BREAKFAST COUNCIL PROG

\$2,647.75
\$2,647.75 Subtotal for Dept. Council
\$2,647.75 Subtotal for Vendor

CASPER FIRE EXTINGUISHER, INC.

31265 RECHARGE EXTINGUISHERS

\$28.75
\$28.75 Subtotal for Dept. Police

31149 EXTINGUISHER RE-CHARGE

\$44.75
\$44.75 Subtotal for Dept. Refuse Collection
\$73.50 Subtotal for Vendor

CASPER PETROLEUM CLUB

64826 MEETING EXPENSE

\$89.04
\$89.04 Subtotal for Dept. Council
\$89.04 Subtotal for Vendor

CASPER PUBLIC UTILITIES

RIN0023182 SEWER

\$16.64

RIN0023182 SANITATION

\$92.00
\$108.64 Subtotal for Dept. Water Treatment Plant
\$108.64 Subtotal for Vendor

CASPER SAFETY LLC

6976 40 HOUR HAZWOPER TRAINING

\$750.00
\$750.00 Subtotal for Dept. Balefill
\$750.00 Subtotal for Vendor

CASPER STAR TRIBUNE - LEGAL ADS ONLY

975228 ADS

\$176.28
\$176.28 Subtotal for Dept. Balefill

975788 ADS

\$43.05

975644 ADS

\$31.90

974359 ADS

\$180.72
\$255.67 Subtotal for Dept. Planning

974900 ADS

\$32.72
\$32.72 Subtotal for Dept. Water Treatment Plant
\$464.67 Subtotal for Vendor

CASPER STAR TRIBUNE - REGULAR ADS ONLY

402019 ADS

\$154.75
\$154.75 Subtotal for Dept. Balefill

975177 ADS

\$266.08

\$266.08 Subtotal for Dept. Fire

402019 ADS

\$154.75

\$154.75 Subtotal for Dept. Refuse Collection

402019 ADS

\$700.00

\$700.00 Subtotal for Dept. Sewer

402019 ADS

\$1,518.45
\$1,518.45 Subtotal for Dept. Streets

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|--|-----------------|---------------------|-----------------------|
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$22.41 | | |
| | \$22.41 | Subtotal for Dept. | Information Services |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$18.67 | | |
| | \$18.67 | Subtotal for Dept. | Metro Animal |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$3.38 | | |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$0.36 | | |
| | \$3.74 | Subtotal for Dept. | Metropolitan Planning |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$11.20 | | |
| | \$11.20 | Subtotal for Dept. | Municipal Court |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$16.80 | | |
| | \$16.80 | Subtotal for Dept. | Parks |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$5.60 | | |
| | \$5.60 | Subtotal for Dept. | Planning |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$82.16 | | |
| | \$82.16 | Subtotal for Dept. | Police |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$18.67 | | |
| | \$18.67 | Subtotal for Dept. | Recreation |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$3.73 | | |
| | \$3.73 | Subtotal for Dept. | Streets |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$3.73 | | |
| | \$3.73 | Subtotal for Dept. | Traffic |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$13.07 | | |
| | \$13.07 | Subtotal for Dept. | Waste Water |
| RIN0023189 INTERNET SERVICE JANUARY 2014 | \$18.67 | | |
| | \$18.67 | Subtotal for Dept. | Water |
| | \$450.00 | Subtotal for Vendor | |

CITY OF CASPER

| | | | |
|---------------------------------------|--------------------|---------------------|-----------------------|
| 109206 GIO 11/26/13-12/25/13 EXPENSES | \$262.62 | | |
| 109206 GIO 11/26/13-12/25/13 EXPENSES | \$2,498.85 | | |
| 109206 GIS 11/26/13-12/25/13 EXPENSES | \$880.91 | | |
| 109206 GIS 11/26/13-12/25/13 EXPENSES | \$8,382.05 | | |
| | \$12,024.43 | Subtotal for Dept. | Metropolitan Planning |
| | \$12,024.43 | Subtotal for Vendor | |

CITY TOWING

| | | | |
|---------------|-----------------|---------------------|--------|
| 13-167 TOWING | \$95.00 | | |
| | \$95.00 | Subtotal for Dept. | Fire |
| 14-010 TOWING | \$95.00 | | |
| | \$95.00 | Subtotal for Dept. | Police |
| | \$190.00 | Subtotal for Vendor | |

CIVIL ENGINEERING PROFESSIONALS, INC.

| | | | |
|---|-------------------|--------------------|-------------|
| 13-102-02 SURVEYING FIRE STA/COLLEGE DR | \$480.00 | | |
| | \$480.00 | Subtotal for Dept. | Engineering |
| 13-46-05 SALT CREEK HWY/20/26 BYPASS AN | \$2,305.00 | | |
| | \$2,305.00 | Subtotal for Dept. | Waste Water |
| 12-68-13 ZONE II/III POPLAR 39TH WATER | \$3,700.55 | | |
| 13-12-76 PRATT II NORTH WATER STORAGE T | \$472.50 | | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

12-68-13 ZONE I/III POPLAR 39TH WATER

\$7,513.25
\$11,686.30 Subtotal for Dept. Water
\$14,471.30 Subtotal for Vendor

CLINT CONNER

20932 CLOTHING ALLOWANCE

\$94.47
\$94.47 Subtotal for Dept. Water
\$94.47 Subtotal for Vendor

CMI TECO, INC.

CM12724 CREDIT, FLASHER

12737 SENSOR,LEVEL

12724 FLASHER, RETURNED

(\$131.82)
\$185.04
\$131.82
\$185.04 Subtotal for Dept. Garage
\$185.04 Subtotal for Vendor

CNIC HEALTH SOLUTIONS, INC.

RIN0023173 ADMINISTRATIVE FEES

RIN0023173 STOP LOSS

\$18,310.35
\$1,519.20
\$19,829.55 Subtotal for Dept. Health Insurance
\$19,829.55 Subtotal for Vendor

COASTAL CHEMICAL COMPANY

0103010 FUEL

0102830 FUEL

\$161.38
\$167.31
\$328.69 Subtotal for Dept. Water Treatment Plant
\$328.69 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

68863 STRIP UNIT FOR TRADE

68864 STRIP UNIT FOR TRADE

\$588.00
\$588.00
\$1,176.00 Subtotal for Dept. Police Dept
\$1,176.00 Subtotal for Vendor

COMMUNITY ACTION PARTNERSHIP OF NC

RIN0023209 GENERAL FUND

RIN0023209 ADMINISTRATION

RIN0023209 OPTIONAL 1%#14 SALES TAX

\$9,818.75
\$19,222.75
\$43,750.00
\$72,791.50 Subtotal for Dept. Social Community Services
\$72,791.50 Subtotal for Vendor

COMPUTER PROS. UNLIMITED

INV098412 SERVER ROOM UPGRADE

INV098506 UPS - B. TANNER

INV098471 UPS

INV098522 POWER DIST UNIT FOR PSCC SERVE

INV098513 TONER-STATION #1

INV098302 16FT USB CABLE 28AWG

\$299.90
\$299.90 Subtotal for Dept. City Manager
\$119.95
\$119.95 Subtotal for Dept. Code Enforcement
\$679.99
\$639.98
\$1,319.97 Subtotal for Dept. Communications Center
\$139.94
\$139.94 Subtotal for Dept. Fire
\$19.95

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|---|--------------------|---------------------|-------------------|
| INV098374 2PORT PCI SERIAL I/O CARD | \$39.95 | | |
| | \$59.90 | Subtotal for Dept. | Fort Caspar |
| INV098430 USB | \$79.99 | | |
| INV098472 MULTI DRIVE | \$99.95 | | |
| | \$179.94 | Subtotal for Dept. | Police |
| | \$2,119.60 | Subtotal for Vendor | |
| COMPUTER VILLAGE INC. | | | |
| CSPR-1-9061 TECHNOLOGY | \$139.00 | | |
| | \$139.00 | Subtotal for Dept. | Council |
| | \$139.00 | Subtotal for Vendor | |
| COMTRONIX, INC. | | | |
| 41582 MOVE FAX LINE, SNOW & ROAD REP | \$257.00 | | |
| | \$257.00 | Subtotal for Dept. | Hogadon |
| | \$257.00 | Subtotal for Vendor | |
| COWBOY AUTO SPA | | | |
| RIN0023207 CAR WASHES | \$29.69 | | |
| | \$29.69 | Subtotal for Dept. | Fire |
| | \$29.69 | Subtotal for Vendor | |
| COWBOY STATE FITNESS EQUIP. INC. | | | |
| 370 EQUIPMENT REPAIR | \$103.78 | | |
| | \$103.78 | Subtotal for Dept. | Police |
| | \$103.78 | Subtotal for Vendor | |
| DASH MEDICAL GLOVES, INC. | | | |
| INV0835339 EVIDENCE SUPPLIES | \$182.70 | | |
| | \$182.70 | Subtotal for Dept. | Police |
| | \$182.70 | Subtotal for Vendor | |
| DELL MARKETING LP | | | |
| XJ8X199K9 SOFTWARE FOR LAPTOP | \$328.92 | | |
| | \$328.92 | Subtotal for Dept. | Refuse Collection |
| | \$328.92 | Subtotal for Vendor | |
| DELTA DENTAL PLAN OF WY. | | | |
| RIN0023186 DECEMBER DENTAL CLAIMS | \$27,241.74 | | |
| RIN0023174 ADMINISTRATIVE BILLING | \$1,462.40 | | |
| | \$28,704.14 | Subtotal for Dept. | Health Insurance |
| | \$28,704.14 | Subtotal for Vendor | |
| DESERT MTN. CORP. | | | |
| 13-31822 ICE SLICER | \$4,333.07 | | |
| 13-31329 ICE SLICER | \$4,444.70 | | |
| 13-31815 ICE SLICER | \$4,318.77 | | |
| 13-31315 ICE SLICER | \$5,139.50 | | |
| 13-31814 ICE SLICER | \$4,288.71 | | |
| 13-31817 ICE SLICER | \$4,340.23 | | |
| 13-31816 ICE SLICER | \$4,501.94 | | |
| 13-31487 ICE SLICER | \$4,499.06 | | |
| 13-31819 ICE SLICER | \$4,353.11 | | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | |
|---------------------|------------|
| 13-31313 ICE SLICER | \$4,274.39 |
| 13-31818 ICE SLICER | \$4,582.07 |
| 13-31328 ICE SLICER | \$4,517.67 |
| 13-31820 ICE SLICER | \$5,280.40 |
| 13-31821 ICE SLICER | \$4,782.41 |
| 13-31483 ICE SLICER | \$4,431.81 |
| 13-31314 ICE SLICER | \$5,227.45 |
| 13-31327 ICE SLICER | \$4,201.42 |

\$77,516.71 Subtotal for Dept. Streets
\$77,516.71 Subtotal for Vendor

DIRECTV, INC.

22078127355 COMMAND BUS SERVICE

\$111.28

\$111.28 Subtotal for Dept. Communications Center

\$111.28 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000470-13 SODIUM HYPO

\$5,413.12

\$5,413.12 Subtotal for Dept. Water Treatment Plant

\$5,413.12 Subtotal for Vendor

DRIVE TRAIN INDUSTRIES, INC.

05 315769 FILTER, FUEL
05 315832 FILTER, FUEL
05 315731 FILTER, FUEL
05 315832 FILTER, AIR
05 315832 FILTER, FUEL

\$3.86

\$15.56

\$3.86

\$37.00

\$15.46

\$75.74 Subtotal for Dept. Garage

\$75.74 Subtotal for Vendor

EASTGATE TRAVEL PLAZA

00020298 PROPANE

\$68.77

\$68.77 Subtotal for Dept. Streets

\$68.77 Subtotal for Vendor

ECOLAB PEST ELIMINATION DIV., INC.

3385744 COCKROACH PROGRAM

\$72.45

\$72.45 Subtotal for Dept. Casper Events Center

\$72.45 Subtotal for Vendor

ELERT & ASSOCIATES, INC.

3143 CITY FACILITIES SECURITY UPGRA

\$3,503.30

\$3,503.30 Subtotal for Dept. Water Treatment Plant

\$3,503.30 Subtotal for Vendor

ELIZABETH BECHER

RIN0023180 ROTARY DUES

\$197.00

\$197.00 Subtotal for Dept. Planning

\$197.00 Subtotal for Vendor

ELLIS, MELINDA

0021307743 DEPOSIT/CREDIT REFUND

\$31.67

\$31.67 Subtotal for Dept. Water

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

\$31.67 Subtotal for Vendor

ENERGY LABORATORIES, INC.

| | | |
|--|-------------------|---|
| 330430376 WELL MONITORING/OLD LANDFILL | \$2,510.00 | |
| 330430181 WELL MONITORING/NEW LANDFILL | \$1,276.00 | |
| 330430298 WELL MONITORING/OLD LANDFILL | \$1,835.00 | |
| 330430183 WELL MONITORING/NEW LANDFILL | \$638.00 | |
| 330730536 WELL MONITORING/NEW LANDFILL | \$3,190.00 | |
| | \$9,449.00 | Subtotal for Dept. Balefill |
| 330230269 HOGADON LODGE/KITCHEN WATER TE | \$15.00 | |
| | \$15.00 | Subtotal for Dept. Hogadon |
| 331230482 BAC-T TESTING | \$250.00 | |
| | \$250.00 | Subtotal for Dept. Water Treatment Plant |
| | \$9,714.00 | Subtotal for Vendor |

ENTENMANN-ROVIN CO.

| | | |
|---------------------------|-----------------|----------------------------------|
| 0095840-IN UNIFORM BADGES | \$346.00 | |
| | \$346.00 | Subtotal for Dept. Police |
| | \$346.00 | Subtotal for Vendor |

EUROFINS EATON ANALYTICAL, INC.

| | | |
|--------------------------|-----------------|---|
| L0149816 MONTHLY TESTING | \$100.00 | |
| | \$100.00 | Subtotal for Dept. Water Treatment Plant |
| | \$100.00 | Subtotal for Vendor |

FEHR & PEERS

| | | |
|--------------------------------------|--------------------|---|
| 90829 LONG RANGE TRANSPORTATION PLAN | \$20,868.30 | |
| 90829 LONG RANGE TRANSPORTATION PLAN | \$2,193.14 | |
| | \$23,061.44 | Subtotal for Dept. Metropolitan Planning |
| | \$23,061.44 | Subtotal for Vendor |

FIRST DATA MERCHANT SVCS CORP.

| | | |
|---|----------------|---------------------------------------|
| REMI915387 NOVEMBER 2013 CREDIT CARD FEES | \$31.22 | |
| | \$31.22 | Subtotal for Dept. Fort Caspar |
| REMI915388 CREDIT CARD FEES NOV. 2013 | \$55.41 | |
| | \$55.41 | Subtotal for Dept. Golf Course |
| | \$86.63 | Subtotal for Vendor |

FIRST INTERSTATE BANK

| | | |
|---------------------------|----------------|--|
| RIN0023214 LOAN SERVICING | \$35.00 | |
| RIN0023215 LOAN SERVICING | \$40.00 | |
| | \$75.00 | Subtotal for Dept. Owner Occupied Gen Rehab |
| | \$75.00 | Subtotal for Vendor |

FIRST INTERSTATE BANK - PETTY CASH

| | | |
|-----------------------|-----------------|---|
| RIN0023197 PETTY CASH | \$405.00 | |
| | \$405.00 | Subtotal for Dept. Municipal Court |
| | \$405.00 | Subtotal for Vendor |

FIRST VETERINARY SUPPLY

| | | |
|---------------------|-----------------|--|
| 8Y2090 VET SUPPLIES | \$223.20 | |
| | \$223.20 | Subtotal for Dept. Metro Animal |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

\$223.20 Subtotal for Vendor

FORDAHM, GWEN

0021354195 DEPOSIT/CREDIT REFUND

\$15.55

\$15.55 Subtotal for Dept. Water

\$15.55 Subtotal for Vendor

FORT CASPAR MUSEUM ASSOCIATION

RIN0023142 REPRODUCTION WADE INSULATOR PR

\$1,800.00

\$1,800.00 Subtotal for Dept. Fort Caspar

\$1,800.00 Subtotal for Vendor

FORWARD DEVELOPMENT

RIN0023153 REIMB FOR TAP FEES MARSHLS

\$1,520.00

\$1,520.00 Subtotal for Dept. Sewer

RIN0023153 REIMB FOR TAP FEES MARSHLS

\$2,665.00

\$2,665.00 Subtotal for Dept. Waste Water

RIN0023153 REIMB FOR TAP FEES MARSHLS

\$3,198.00

RIN0023153 REIMB FOR TAP FEES MARSHLS

\$500.00

RIN0023153 REIMB FOR TAP FEES MARSHLS

\$5,385.00

\$9,083.00 Subtotal for Dept. Water

\$13,268.00 Subtotal for Vendor

GALLS, INC.

001423222 UNIFORMS

\$110.00

001411013 UNIFORMS

\$220.00

\$330.00 Subtotal for Dept. Police

\$330.00 Subtotal for Vendor

GLOBALSTAR USA, LLC.

1000000005267180 SAT PHONE SERVICE

\$58.11

\$58.11 Subtotal for Dept. Fire

1000000005267180 SAT PHONE SERVICE RRT2

\$58.11

\$58.11 Subtotal for Dept. Special Assistance

\$116.22 Subtotal for Vendor

GRAINGER

9314583874 THERMOSTAT FOR WTR HTR

\$374.04

\$374.04 Subtotal for Dept. Water Treatment Plant

\$374.04 Subtotal for Vendor

GRAINGER, INC.

9313795545 COMPLIANCE SUPPLIES

\$229.28

9315846254 COMPLIANCE SUPPLIES

\$31.88

9318684280 SHOP TICKET HOLDER

\$24.12

9320088306 MAINTENANCE SUPPLIES

\$42.21

9315846262 COMPLIANCE SUPPLIES

\$131.05

9315846247 COMPLIANCE SUPPLIES

\$600.00

9322614562 OSHA COMPLIANCE SUPPLIES

\$194.84

\$1,253.38 Subtotal for Dept. Balefill

\$1,253.38 Subtotal for Vendor

GREEN'S SEWER & DRAIN SVC.

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

14891 DRAIN ISSUE - STATION #2

\$98.00

\$98.00 Subtotal for Dept. Fire

\$98.00 Subtotal for Vendor

GREINER MOTOR CO - CASPER

477690A SPARK PLUG

\$116.55

\$116.55 Subtotal for Dept. Garage

\$116.55 Subtotal for Vendor

GSG ARCHITECTURE

17476 FIRE STATION 2 REPLACEMENT DES

\$5,364.87

\$5,364.87 Subtotal for Dept. Fire

17455 DESIGN OF SOLID WASTE SANITATI

\$2,102.50

17473 DESIGN OF SOLID WASTE SANITATI

\$4,873.75

\$6,976.25 Subtotal for Dept. Refuse Collection

\$12,341.12 Subtotal for Vendor

HADLOCK, RYAN

0021354194 DEPOSIT/CREDIT REFUND

\$6.17

\$6.17 Subtotal for Dept. Water

\$6.17 Subtotal for Vendor

HARSHMAN, STEPHANIE

0021307746 DEPOSIT/CREDIT REFUND

\$46.04

\$46.04 Subtotal for Dept. Water

\$46.04 Subtotal for Vendor

HARTZ TOWING & RECOVERY INC.

24053 TOWING

\$425.00

\$425.00 Subtotal for Dept. Fire

17482 TOWING

\$45.00

\$45.00 Subtotal for Dept. Police

\$470.00 Subtotal for Vendor

HARVEY, ALLANNA

0021307736 DEPOSIT/CREDIT REFUND

\$57.51

\$57.51 Subtotal for Dept. Water

\$57.51 Subtotal for Vendor

HIGH PLAINS CONSTRUCTION, INC.

NOV2013 HOT MIX

\$7,411.32

\$7,411.32 Subtotal for Dept. Streets

\$7,411.32 Subtotal for Vendor

HILLCREST SPRING WATER, INC.

1155407 DRINKING WATER

\$110.75

\$110.75 Subtotal for Dept. Balefill

81253 1.75 OB EXEC BL ROYAL

\$55.00

69934-CREDIT DUPLICATE PAYMENT INV #8011381

(\$35.00)

\$20.00 Subtotal for Dept. Hogadon

\$130.75 Subtotal for Vendor

HOMAX OIL SALES, INC.

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|--|--------------------|---------------------|-------------------|
| 0220210-IN EQUIP. MAINT. SUPPLIES | \$653.28 | | |
| | \$653.28 | Subtotal for Dept. | Balefill |
| 0222399-IN ANTIFREEZE, COMPLETE | \$4,177.80 | | |
| 0222158-IN FUEL | \$394.90 | | |
| 0220805-IN HYDRAULIC OIL, POWER TRAN III | \$4,564.99 | | |
| 0222158-IN FUEL | \$373.45 | | |
| 0222166-IN DEF, BLUE 2.5 GAL | \$660.80 | | |
| 0220805-IN MISC DIFF | \$0.01 | | |
| 0222158-IN MISC DIFF | \$0.01 | | |
| 0222249-IN FUEL | \$22,523.26 | | |
| 0222158-IN FUEL | \$36,989.47 | | |
| | \$69,684.69 | Subtotal for Dept. | Garage |
| 0220531-IN TRUCK MAINT. SUPPLIES | \$362.45 | | |
| 0221131-IN TRUCK MAINT. SUPPLIES | \$119.74 | | |
| | \$482.19 | Subtotal for Dept. | Refuse Collection |
| CL51417 FUEL | \$1,749.99 | | |
| CL51416 FUEL | \$5,633.49 | | |
| | \$7,383.48 | Subtotal for Dept. | Water |
| | \$78,203.64 | Subtotal for Vendor | |

HONNEN EQUIPMENT CO.

535442 CRAWLER DOZER RENTAL

| | | | |
|-----------------|---------------------|----------|--|
| \$567.00 | | | |
| \$567.00 | Subtotal for Dept. | Balefill | |
| \$567.00 | Subtotal for Vendor | | |

HOSE & RUBBER SUPPLY, INC.

| | | | |
|--------------------------|-----------------|---------------------|--------|
| B44646-001 STEM | \$17.86 | | |
| B44646-001 STEM | \$17.42 | | |
| B44646-001 HYD FITTING | \$13.77 | | |
| B44646-001 STEM | \$20.58 | | |
| B44646-001 STEM | \$45.98 | | |
| B44646-001 STEM | \$25.21 | | |
| B44646-001 STEM | \$69.82 | | |
| B44646-001 STEM | \$55.47 | | |
| B44646-001 STEM | \$10.85 | | |
| B44646-001 STEM | \$44.37 | | |
| B44213-001 BRASS FITTING | \$13.07 | | |
| B44646-001 HYD FITTING | \$29.92 | | |
| | \$364.32 | Subtotal for Dept. | Garage |
| | \$364.32 | Subtotal for Vendor | |

ICMA MEMBERSHIP RENEWALS

686193 MEMBERSHIP FEE

| | | | |
|-----------------|---------------------|--------------|--|
| \$200.00 | | | |
| \$200.00 | Subtotal for Dept. | City Manager | |
| \$200.00 | Subtotal for Vendor | | |

INBERG-MILLER ENGINEERS

17163CS02 321 W MIDWEST SURVEY

| | | | |
|-----------------|---------------------|-----------------|--|
| \$948.50 | | | |
| \$948.50 | Subtotal for Dept. | Special Revenue | |
| \$948.50 | Subtotal for Vendor | | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

INSTALLATION & SVC. CO, INC.

24564 BEGONIA FORCE MAIN JETTING

\$265.00

\$265.00 Subtotal for Dept. Sewer

\$265.00 Subtotal for Vendor

INSTITUTE OF TRANSPORTATION ENGINEERS, INC.

RIN0023171 MEMBERSHIP DUES

\$281.28

\$281.28 Subtotal for Dept. Engineering

\$281.28 Subtotal for Vendor

JACK'S TRUCK & TRAILER, INC.

RIN0023222 FUNDING AGREEMENT-FOOD BANK

\$105,000.00

\$105,000.00 Subtotal for Dept. One Cent #13

\$105,000.00 Subtotal for Vendor

JAMES SHEPHERD

RIN0023237 REFUND UTILITY OVER PAYMENT

\$1,529.52

\$1,529.52 Subtotal for Dept. Water

\$1,529.52 Subtotal for Vendor

JKC ENGINEERING

RIN0023211 CASPER YOUTH BASEBALL FIELD OF

\$895.00

\$895.00 Subtotal for Dept. Parks

\$895.00 Subtotal for Vendor

JOE FERNAU

RIN0023140 TRAVEL EXPENSES

\$13.30

\$13.30 Subtotal for Dept. Golf Course

\$13.30 Subtotal for Vendor

JOHNSON CONTROLS CORP.

1-7838107332 UNIT HEATER - PERPETUAL CARE

\$921.85

\$921.85 Subtotal for Dept. Perpetual Care

\$921.85 Subtotal for Vendor

JOSH ELLIOTT

RIN0023208 TUITION/CLASSES CASPER COLLEGE

\$1,653.09

\$1,653.09 Subtotal for Dept. Fire

\$1,653.09 Subtotal for Vendor

JOSH THOMPSON

RIN0023236 REFUND UTILITY OVERPAYMENT

\$220.88

\$220.88 Subtotal for Dept. Water

\$220.88 Subtotal for Vendor

JOSHUA BAKE

RIN0023190 ROTARY DUES

\$197.00

RIN0023199 REIMB TRADEMARK RENEWAL

\$50.00

\$247.00 Subtotal for Dept. Planning

\$247.00 Subtotal for Vendor

JTL GROUP DBA KNIFE RIVER

RIN0023234 REISSUE CK 110749, BANK 1

\$161.09

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | |
|--|---------------------------------------|----------|
| | \$161.09 Subtotal for Dept. | Streets |
| | \$161.09 Subtotal for Vendor | |
| KEEPLAN WINTER SPORTS, LLC 3255 5 FT. COMBO SKI/SNOWBOARD RACK | \$3,045.00 | |
| | \$3,045.00 Subtotal for Dept. | Hogadon |
| | \$3,045.00 Subtotal for Vendor | |
| KENNETH KING RIN0023201 BACKGROUND CHECKS | \$39.00 | |
| | \$39.00 Subtotal for Dept. | Fire |
| | \$39.00 Subtotal for Vendor | |
| KENYNE SCHLAGER RIN0023196 TRAVEL EXPENSES | \$208.66 | |
| | \$208.66 Subtotal for Dept. | Council |
| | \$208.66 Subtotal for Vendor | |
| KRIS KOFAKIS 000050 BOOT REIMBURSEMENT | \$47.25 | |
| | \$47.25 Subtotal for Dept. | Water |
| | \$47.25 Subtotal for Vendor | |
| KRISTI CROWELL 10495474 CLOTHING ALLOWANCE | \$193.77 | |
| | \$193.77 Subtotal for Dept. | Police |
| | \$193.77 Subtotal for Vendor | |
| KTED IN-113121723 ADS | \$165.00 | |
| | \$165.00 Subtotal for Dept. | Hogadon |
| IN-113121727 ADS | \$830.00 | |
| | \$830.00 Subtotal for Dept. | Streets |
| | \$995.00 Subtotal for Vendor | |
| KZQL IN-113121729 ADS | \$830.00 | |
| | \$830.00 Subtotal for Dept. | Streets |
| | \$830.00 Subtotal for Vendor | |
| LEMM, EILEEN/RICHARD 0021354196 DEPOSIT/CREDIT REFUND | \$46.40 | |
| | \$46.40 Subtotal for Dept. | Water |
| | \$46.40 Subtotal for Vendor | |
| LEONARD B. MEDOFF, PH.D RIN0023204 PSCY EVALS - ON COMING | \$450.00 | |
| | \$450.00 Subtotal for Dept. | Fire |
| | \$450.00 Subtotal for Vendor | |
| LEPPERT ASSOC. INC. 1178 AIR VENT TEMP READINGS/OLD LF | \$1,626.85 | |
| | \$1,626.85 Subtotal for Dept. | Balefill |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

\$1,626.85 Subtotal for Vendor

LINA

RIN0023185 RETIREES PREMIUM

\$283.75

\$283.75 Subtotal for Dept. Health Insurance

\$283.75 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES

SRVCE0064483 CAMERA SYSTEM JOYSTICK INSTALL

\$520.00

JC119632 RETAINAGE

(\$884.00)

JC119632 VMS AND CARD ACCESS SYSTEM -

\$2,581.28

\$2,217.28 Subtotal for Dept. Balefill

SRVCE0064509 BOILERS DOWN

\$157.50

SRVCE0064586 AIR HANDLER #1

\$157.50

SRVCE0064582 LOCKERS ROOMS HEAT

\$315.00

SRVCE0064566 BOILER GRAPHICS

\$315.00

\$945.00 Subtotal for Dept. Buildings And Grounds

SCPAY0028408 DECEMBER 2013 HVAC SERVICE

\$3,747.58

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

JC119632 VMS AND CARD ACCESS SYSTEM -

\$1,511.64

\$1,511.64 Subtotal for Dept. Garage

JC119632 VMS AND CARD ACCESS SYSTEM -

\$1,688.44

\$1,688.44 Subtotal for Dept. Waste Water

RIN0023220 SECURITY UPGRADE

\$3,058.64

SRVCE0064525 HVAC PARTS

\$2,421.65

SRVCE0064490 HVAC TROUBLESHOOT

\$835.33

\$6,315.62 Subtotal for Dept. Water Treatment Plant

\$16,425.56 Subtotal for Vendor

M.A.D. TRANSPORTATION & TOWING, LLC

27489 TOWING

\$250.00

\$250.00 Subtotal for Dept. Police

\$250.00 Subtotal for Vendor

MAGIC CARPET LIFTS

L13317 LIFT & CANOPY COMPLETION

\$95,575.00

P13107 HEAT MAT FOR MAGIC CARPET

\$580.00

\$96,155.00 Subtotal for Dept. Hogadon

\$96,155.00 Subtotal for Vendor

MASTERCARD

RIN0023157 MANAGER TRAVEL

\$183.50

RIN0023159 MEETINGS EXPENSE

\$1,484.97

RIN0023157 MEETING EXPENSE

\$426.68

RIN0023159 TRAVEL EXPENSE

\$782.61

\$2,877.76 Subtotal for Dept. City Manager

RIN0023158 MEETINGS EXPENSE

\$10.00

\$10.00 Subtotal for Dept. Council

\$2,887.76 Subtotal for Vendor

MAX FIRE APPARATUS, INC.

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

004888 HEAVY DUTY BRACKETS

\$285.00

\$285.00 Subtotal for Dept. Fire

\$285.00 Subtotal for Vendor

MCAULAY, CHRISTOPHER

0021354199 DEPOSIT/CREDIT REFUND

\$30.02

\$30.02 Subtotal for Dept. Water

\$30.02 Subtotal for Vendor

MCDONALDS

RIN0023198 REFUND OVERPAYMENT INV 106291

\$900.00

\$900.00 Subtotal for Dept. General Fund

\$900.00 Subtotal for Vendor

MCMURRY READY MIX CO.

109083 DOLOMITE BASE

109037 DOLOMITE BASE

\$204.25

\$320.74

\$524.99 Subtotal for Dept. Hogadon

\$524.99 Subtotal for Vendor

MERBACK AWARD CO.

52277 AWARDS

\$137.65

\$137.65 Subtotal for Dept. Council

\$137.65 Subtotal for Vendor

MERCER HOUSE, INC.

RIN0023108 FUNDING AGREEMENT-CAPITAL CAMP

\$150,000.00

\$150,000.00 Subtotal for Dept. One Cent #13

\$150,000.00 Subtotal for Vendor

METECH RECYCLING INC.

27133 E-WASTE RECYCLING

\$3,949.32

\$3,949.32 Subtotal for Dept. Balefill

\$3,949.32 Subtotal for Vendor

MICHAEL'S FENCE INC.

0143759 FENCE REPAIR SUPPLIES

\$35.68

\$35.68 Subtotal for Dept. Refuse Collection

\$35.68 Subtotal for Vendor

MICROSOFT CORPORATION

C10005IF73 13 MONTHS OF OFFICE 365 HOSTED

\$1,932.00

\$1,932.00 Subtotal for Dept. City Manager

\$1,932.00 Subtotal for Vendor

MODERN ELECTRIC CORP.

103931 RADIO REPAIR

\$68.00

\$68.00 Subtotal for Dept. Police

\$68.00 Subtotal for Vendor

MOTION INDUSTRIES, INC.

WY54-630264 PILOTED FLANGE BRG FCE203R (2)

\$910.25

\$910.25 Subtotal for Dept. Garage

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

WY54-630266 RETURN SIGHT VALVE
WY54-630257 SIGHT VALVE

(\$102.22)
\$102.22
\$0.00 Subtotal for Dept. Waste Water
\$910.25 Subtotal for Vendor

MOTOROLA SOLUTIONS

78253921 MONTHLY MAINT AGREE

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

MTN. STATES LITHOGRAPHING CO.

133787 BUSINESS CARDS

\$109.75
\$109.75 Subtotal for Dept. Fort Caspar
\$109.75 Subtotal for Vendor

MUNICIPAL EMERGENCY SVCS., INC.

00480233_SNV BRACKETS, TOOLS, WRENCH
00480802_SNV BOLT CUTTER ETC.

\$790.38
\$434.61
\$1,224.99 Subtotal for Dept. Fire
\$1,224.99 Subtotal for Vendor

NAPA AUTO PARTS CORP.

658071 MIRROR,ROUND 7-1/2

\$41.10
\$41.10 Subtotal for Dept. Garage
\$41.10 Subtotal for Vendor

NATIONWIDE MUTUAL INSURANCE CO.

BD 7900353805 NOTARY RENEWAL

BD 7900409135 RENEW NOTARY FREEL

\$50.00
\$50.00 Subtotal for Dept. Metro Animal
\$50.00
\$50.00 Subtotal for Dept. Police
\$100.00 Subtotal for Vendor

NATL. LEAGUE OF CITIES

94488 ASSOCIATION DUES

\$4,467.00
\$4,467.00 Subtotal for Dept. Council
\$4,467.00 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

548 JUVENILE PRISONER CARE NOV 13

\$7,500.00
\$7,500.00 Subtotal for Dept. Police
\$7,500.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

LN-289061 CLASS A UNIFORMS
LN-288935 BELT

NE27631 UNIFORMS
NE27736 UNIFORMS
LN-289001 UNIFORMS
NE27715 UNIFORMS
NE27713 UNIFORMS
LN-289000 UNIFORMS

\$439.46
\$29.95
\$469.41 Subtotal for Dept. Fire
\$229.95
\$34.95
\$99.95
\$64.95
\$129.90
\$799.00

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

\$1,358.70 Subtotal for Dept. Police
\$1,828.11 Subtotal for Vendor

NICKLAUS DRESANG

126 ONE CENT CONSULTING

\$1,500.00
\$1,500.00 Subtotal for Dept. City Manager
\$1,500.00 Subtotal for Vendor

NORCO, INC.

12657418 T & WS 1-YEAR LEASES

\$223.50
\$223.50 Subtotal for Dept. Golf Course

12734227 CLEANING SUPPLIES

\$111.29
\$111.29 Subtotal for Dept. Metro Animal
\$334.79 Subtotal for Vendor

NORTH PARK TRANSPORTATION

08711982 SHIPPING 2 FRAMED PHOTOS

\$98.45
\$98.45 Subtotal for Dept. Fort Caspar
\$98.45 Subtotal for Vendor

OLIVER, DEREK/AMANDA

0021307744 DEPOSIT/CREDIT REFUND

\$48.55
\$48.55 Subtotal for Dept. Water
\$48.55 Subtotal for Vendor

OREGON-CALIFORNIA TRAILS ASSOC.

RIN0023178 MEMBERSHIP RENEWAL

\$60.00
\$60.00 Subtotal for Dept. Fort Caspar
\$60.00 Subtotal for Vendor

PARAMOUNT CONST. INC

RIN0023226 PARKING STRUCTURE WALL COATING

\$2,840.20
\$2,840.20 Subtotal for Dept. Planning
\$2,840.20 Subtotal for Vendor

PAUL, DELANEE

0021354192 DEPOSIT/CREDIT REFUND

\$47.49
\$47.49 Subtotal for Dept. Water
\$47.49 Subtotal for Vendor

P-CARD VENDORS

| | |
|---|------------|
| 00006608 ELIFEGUARD INC. - Purchase | \$252.09 |
| 00006945 RICOH USA INC - Purchase | \$32.37 |
| 00007319 CRUM ELECTRIC SUPPLY C - Purch | \$51.62 |
| 00007007 ALBERTSONS - Purchase | \$46.88 |
| 00006886 ATLAS OFFICE PRODUCTS - Purcha | \$12.98 |
| 00006877 ATLAS OFFICE PRODUCTS - Purcha | \$80.12 |
| 00006589 SWIMOUTLET.COM - Purchase | \$74.85 |
| 00006930 USPS 57155809430310940 - Purch | \$23.00 |
| 00007136 NORCO INC - Purchase | \$273.71 |
| 00007364 SPRINT AQUATICS - Purchase | \$424.00 |
| 00007364 SPRINT AQUATICS - Purchase | \$1,215.25 |
| 00007294 ATLAS OFFICE PRODUCTS - Purcha | \$52.09 |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|----------|--------------------------------|-----------|------------------------------------|
| 00006623 | ATLAS OFFICE PRODUCTS - Purcha | \$88.05 | |
| 00006944 | BAILEYS ACE HARDWARE - Purchas | \$21.49 | |
| 00006918 | WAL-MART #1617 - Purchase | \$12.46 | |
| 00007098 | CRESCENT ELECTRIC 103 - Purcha | \$45.18 | |
| | \$2,706.14 | | Subtotal for Dept. Aquatics |
| 00006823 | WAL-MART #1617 - Purchase | \$74.35 | |
| 00007336 | FEDEX 90492967 - Purchase | \$66.41 | |
| 00006711 | MENARDS CASPER - Purchase | \$462.55 | |
| 00006612 | HOBBY-LOBBY #0233 - Purchase | \$150.94 | |
| 00006745 | THE HOME DEPOT 6001 - Purchase | \$5.98 | |
| 00007103 | CPU VENTURE TECH NETWO - Purch | \$75.79 | |
| 00006612 | HOBBY-LOBBY #0233 - Purchase | \$90.33 | |
| 00007361 | BEARING BELT & CHAIN - Purchas | \$2.99 | |
| 00006691 | ATLAS OFFICE PRODUCTS - Purcha | \$49.59 | |
| 00006691 | ATLAS OFFICE PRODUCTS - Purcha | \$49.59 | |
| 00007147 | BRIDGER STEEL CASPER - Purchas | \$21.75 | |
| 00007165 | CASPER CONTRACTOR SUPP - Purch | \$363.06 | |
| 00006632 | BAILEYS ACE HARDWARE - Purchas | \$24.95 | |
| 00006780 | USPS 57155804730311021 - Purch | \$16.05 | |
| 00007110 | PRAIRIE PELLA WY LLC - Purchas | \$155.00 | |
| 00006926 | ALBERTSONS - Purchase | \$6.48 | |
| 00006865 | HOSE & RUBBER SUPPLY - Purchas | \$2.08 | |
| 00006609 | SEARS ROEBUCK 2341 - Credit | (\$52.49) | |
| 00007367 | NORCO INC - Purchase | \$138.23 | |
| 00007160 | BAILEYS ACE HARDWARE - Purchas | \$49.90 | |
| 00007325 | ATLAS OFFICE PRODUCTS - Purcha | \$179.38 | |
| 00007162 | PRAIRIE PELLA WY LLC - Purchas | \$17.00 | |
| 00007387 | SAMSCLUB #6425 - Purchase | \$42.84 | |
| 00006702 | KUBAT EQUIPMENT AND SE - Purch | \$465.16 | |
| 00006996 | BAILEYS ACE HARDWARE - Purchas | \$636.65 | |
| | \$3,094.56 | | Subtotal for Dept. Balefill |
| 00007226 | HD SUPPLY UTILITIES, L - Purch | \$15.67 | |
| 00007220 | HOUSTON SUPPLY 20 - Purchase | \$210.46 | |
| 00007114 | KNAPP SUPPLY & EQUIPME - Purch | \$62.10 | |
| 00006573 | WW GRAINGER - Purchase | \$25.42 | |
| 00007200 | CASTLEBROOK WELDING & - Purcha | \$31.00 | |
| 00007196 | BAILEYS ACE HARDWARE - Purchas | \$8.99 | |
| 00007219 | DENNIS SUPPLY COMPAN - Purchas | \$87.42 | |
| 00007210 | HOUSTON SUPPLY 20 - Purchase | \$87.75 | |
| 00006617 | NORCO INC - Purchase | \$455.29 | |
| 00007092 | BAILEYS ACE HARDWARE - Purchas | \$8.98 | |
| 00006625 | CASPER WINNELSON CO - Purchase | \$26.34 | |
| 00007327 | WW GRAINGER - Purchase | \$69.02 | |
| 00006852 | CASPER WINNELSON CO - Purchase | \$23.88 | |
| 00006986 | CRESCENT ELECTRIC 103 - Purcha | \$106.72 | |
| 00006842 | HOMAX OIL SALES INC - Purchase | \$409.20 | |
| 00007240 | 0970 CED - Purchase | \$14.45 | |
| 00006701 | BAILEYS ACE HARDWARE - Purchas | \$11.99 | |
| 00007112 | XPEDX-INTL PAPER - Purchase | \$19.02 | |
| 00007228 | SHEET METAL SPECIALTIE - Purch | \$5.00 | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | |
|---|-------------------|---|
| 00006666 DENNIS SUPPLY COMPAN - Purchas | \$111.00 | |
| 00006953 HERCULES INDUSTRIES CA - Purch | \$37.15 | |
| 00007222 DIAMOND VOGEL PAINT #7 - Purch | \$92.71 | |
| 00007088 KNAPP SUPPLY & EQUIPME - Purch | \$15.90 | |
| 00007104 WW GRAINGER - Purchase | \$8.11 | |
| 00006901 HD SUPPLY UTILITIES, L - Purch | \$26.15 | |
| 00007370 WW GRAINGER - Purchase | \$131.15 | |
| 00006581 HOSE & RUBBER SUPPLY - Purchas | \$13.72 | |
| 00007365 DENNIS SUPPLY COMPAN - Purchas | \$56.21 | |
| 00007089 HD SUPPLY UTILITIES, L - Purch | \$2.13 | |
| 00007308 CRESCENT ELECTRIC 103 - Purcha | \$46.88 | |
| 00007037 NORCO INC - Purchase | \$23.90 | |
| 00007057 HOUSTON SUPPLY 20 - Purchase | \$38.18 | |
| 00007020 HD SUPPLY UTILITIES, L - Purch | \$15.25 | |
| 00007381 SAMSCLUB #6425 - Purchase | \$81.82 | |
| 00007131 CASPER WINNELSON CO - Purchase | \$86.77 | |
| 00007019 CASPER WINNELSON CO - Purchase | \$40.32 | |
| 00006864 CASPER WINNELSON CO - Purchase | \$27.00 | |
| 00007134 KNAPP SUPPLY & EQUIPME - Purch | \$105.80 | |
| 00007301 BURBACK'S REFRIGERATIO - Purch | \$203.26 | |
| 00006591 WW GRAINGER - Purchase | \$105.05 | |
| 00006610 WW GRAINGER - Purchase | \$136.26 | |
| 00007086 0970 CED - Purchase | \$170.14 | |
| 00007107 KNAPP SUPPLY & EQUIPME - Purch | \$62.10 | |
| 00007156 WW GRAINGER - Purchase | \$66.60 | |
| 00006716 KONE INC. - Purchase | \$1,393.68 | |
| 00007163 WW GRAINGER - Purchase | \$45.08 | |
| 00007166 CASPER WINNELSON CO - Purchase | \$35.88 | |
| 00006797 CRUM ELECTRIC SUPPLY C - Purch | \$16.69 | |
| 00007389 CRESCENT ELECTRIC 103 - Purcha | \$162.62 | |
| 00006647 HD SUPPLY UTILITIES, L - Purch | \$48.00 | |
| 00007247 DIAMOND VOGEL PAINT #7 - Purch | \$56.57 | |
| 00006821 WW GRAINGER - Purchase | \$8.22 | |
| 00007371 SAMSCLUB #6425 - Credit | (\$3.90) | |
| 00006900 DENNIS SUPPLY COMPAN - Purchas | \$199.58 | |
| 00006726 SAMSCLUB #6425 - Purchase | \$277.10 | |
| 00006845 WW GRAINGER - Purchase | \$7.60 | |
| 00007076 BLOEDORN LUMBER CASPER - Purch | \$35.96 | |
| 00007284 BLOEDORN LUMBER CASPER - Purch | \$7.01 | |
| 00006715 KONE INC. - Purchase | \$1,393.68 | |
| 00007289 CRESCENT ELECTRIC 103 - Purcha | \$37.50 | |
| 00007338 HD SUPPLY UTILITIES, L - Purch | \$18.53 | |
| 00007271 CASPER WINNELSON CO - Purchase | \$203.10 | |
| 00006713 CASPER WINNELSON CO - Purchase | \$18.96 | |
| 00006624 CASPER WINNELSON CO - Purchase | \$92.15 | |
| 00006566 WAL-MART #1617 - Purchase | \$64.06 | |
| | \$7,500.33 | Subtotal for Dept. Buildings And Grounds |
| 00006840 EXXONMOBIL 45948593 - Purch | \$16.00 | |
| 00006881 FTA GRANTEE REFUNDS - Purchase | \$1,789.00 | |
| 00006874 MAXS CONOCO - Purchase (FTA HQ | \$10.00 | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | |
|---|-------------------|--|
| 00006892 PILOT 00007591 - Purch | \$9.26 | |
| 00006729 DELTA 00682302463872 - DBE | \$12.50 | |
| 00006849 ARBYS 7432 - Purchase (FTA HQ | \$7.77 | |
| 00007315 DELTA 00623479774761 - FTA | \$175.25 | |
| 00007315 DELTA 00623479774761 - FTA | \$175.25 | |
| 00006874 MAXS CONOCO - Purchase (FTA HQ | \$10.00 | |
| 00006849 ARBYS 7432 - Purchase (FTA HQ | \$7.77 | |
| 00006729 CATC Training Local Match - ba | \$12.50 | |
| 00006840 EXXONMOBIL 45948593 - Purch | \$16.00 | |
| 00006892 PILOT 00007591 - Purch | \$9.26 | |
| | \$2,250.56 | Subtotal for Dept. C.A.T.C. |
| 00006774 CASPER WINNELSON CO - Purchase | \$20.90 | |
| 00006697 CASPER WINNELSON CO - Purchase | \$68.85 | |
| 00006927 FLEMING SUPPLY - Purchase | \$7.17 | |
| 00006690 KNAPP SUPPLY & EQUIPME - Purch | \$29.60 | |
| | \$126.52 | Subtotal for Dept. Capital Projects |
| 00007355 THE HOME DEPOT 6001 - Purchase | \$27.51 | |
| 00007111 LEES GLASS INC - Purchase | \$180.84 | |
| 00006871 ATLAS OFFICE PRODUCTS - Purcha | \$70.36 | |
| 00006717 WAL-MART #1617 - Purchase | \$14.70 | |
| 00006955 FULLCOMPASS - Purchase | \$112.56 | |
| 00006765 ALBERTSONS - Purchase | \$13.98 | |
| 00006974 COWBOY SUPPLY HOUSE IN - Purch | \$488.41 | |
| 00006904 MENARDS CASPER - Purchase | \$24.99 | |
| 00007337 WYOMING STEEL AND RECY - Purch | \$30.00 | |
| 00006636 ACT PACnet Conf. - Purchase | \$599.00 | |
| 00007348 BAILEYS ACE HARDWARE - Purchas | \$47.96 | |
| 00007299 THE HOME DEPOT 6001 - Purchase | \$16.38 | |
| 00006619 WW GRAINGER - Purchase | \$521.56 | |
| 00007031 FACEBK 8B58J56WR2 - Purchase | \$134.99 | |
| 00007215 KONE INC. - Purchase | \$3,484.20 | |
| 00006898 STAPLES 00114181 - Purch | \$367.10 | |
| 00006587 KMART 4736 - Purchase | \$119.99 | |
| 00006556 FACEBK USPRE5EWR2 - Purchase | \$11.60 | |
| 00007044 XPEDX-INTL PAPER - Purchase | \$25.00 | |
| 00007065 ATLAS OFFICE PRODUCTS - Purcha | \$6.00 | |
| 00007157 NORCO INC - Purchase | \$831.26 | |
| 00006652 WAL-MART #1617 - Purchase | \$129.92 | |
| 00006658 WAL-MART #1617 - Purchase | \$20.30 | |
| 00006598 WAL-MART #1617 - Purchase | \$22.45 | |
| 00006897 THE HOME DEPOT 6001 - Purchase | \$264.60 | |
| 00006838 SAMSCLUB #6425 - Purchase | \$217.22 | |
| 00006768 DLX FOR BUSINESS - Purchase | \$42.23 | |
| 00006928 ISTOCK INTERNATIONAL - Purcha | \$49.99 | |
| 00007137 USPS 57155809430310940 - Purch | \$0.92 | |
| 00006899 DIAMOND VOGEL PAINT #7 - Purch | \$654.62 | |
| 00007270 SAMSCLUB #6425 - Purchase | \$67.44 | |
| 00007132 FEDEX 797401202534 - Purchase | \$20.00 | |
| 00007074 ATLAS OFFICE PRODUCTS - Purcha | \$8.49 | |
| 00007281 SAMSCLUB #6425 - Purchase | \$44.28 | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|----------|--------------------------------|-------------------|---|
| 00007108 | XPEDX-INTL PAPER - Purchase | \$382.66 | |
| 00007105 | SAMSCLUB #6425 - Purchase | \$91.05 | |
| 00006628 | ACT PACnet Conf. - Purchase | \$599.00 | |
| | | \$9,743.56 | Subtotal for Dept. Casper Events Center |
| 00006595 | ATLAS OFFICE PRODUCTS - Purcha | \$16.10 | |
| 00007047 | PACIFIC HIDE AND FUR # - Purch | \$7.66 | |
| 00007195 | B & B MANUFACTURING - Purchase | \$3,430.15 | |
| 00006858 | THE HOME DEPOT 6001 - Purchase | \$13.29 | |
| | | \$3,467.20 | Subtotal for Dept. Cemetery |
| 00006832 | ATLAS OFFICE PRODUCTS - Purcha | \$47.85 | |
| | | \$47.85 | Subtotal for Dept. City Attorney |
| 00007064 | BEST BUY 00015271 - Purch | \$1,005.93 | |
| | | \$1,005.93 | Subtotal for Dept. City Hall |
| 00006703 | ATLAS OFFICE PRODUCTS - Purcha | \$54.75 | |
| 00007140 | SAMSCLUB #6425 - Purchase | \$14.46 | |
| 00007030 | ATLAS OFFICE PRODUCTS - Purcha | \$10.62 | |
| 00006743 | ATLAS OFFICE PRODUCTS - Purcha | \$32.01 | |
| 00006965 | CRUM ELECTRIC SUPPLY C - Purch | \$187.34 | |
| 00007161 | SAMSCLUB #6425 - Purchase | \$34.40 | |
| | | \$333.58 | Subtotal for Dept. City Manager |
| 00007049 | QUALITY OFFICE SOLUTIO - Purch | \$46.01 | |
| 00006669 | USPS 57155809430310940 - Purch | \$430.36 | |
| 00006801 | QUALITY OFFICE SOLUTIO - Purch | \$13.19 | |
| 00006803 | QUALITY OFFICE SOLUTIO - Purch | \$134.63 | |
| | | \$624.19 | Subtotal for Dept. Code Enforcement |
| 00007298 | PEDENS INC. - Purchase | \$105.00 | |
| | | \$105.00 | Subtotal for Dept. Communications Center |
| 00006577 | SAMSCLUB #6425 - Purchase | \$25.24 | |
| 00006846 | ATLAS OFFICE PRODUCTS - Purcha | \$7.47 | |
| 00006779 | ATLAS OFFICE PRODUCTS - Purcha | \$32.70 | |
| 00006966 | ATLAS OFFICE PRODUCTS - Purcha | \$98.22 | |
| 00006902 | SAMSCLUB #6425 - Purchase | \$74.15 | |
| 00006860 | ATLAS OFFICE PRODUCTS - Purcha | \$184.59 | |
| | | \$422.37 | Subtotal for Dept. Council |
| 00007373 | ATLAS OFFICE PRODUCTS - Purcha | \$13.49 | |
| 00007372 | CASPER CONTRACTOR SUPP - Purch | \$77.00 | |
| 00007028 | CASPER CONTRACTOR SUPP - Purch | \$157.97 | |
| 00006981 | CASPER CONTRACTOR SUPP - Purch | \$30.14 | |
| 00007008 | CASPER CONTRACTOR SUPP - Purch | \$222.32 | |
| 00007342 | ATLAS OFFICE PRODUCTS - Purcha | \$44.21 | |
| 00007045 | CASPER CONTRACTOR SUPP - Purch | \$441.24 | |
| | | \$986.37 | Subtotal for Dept. Engineering |
| 00006859 | CASPER COLLEGE - Purchase | \$390.00 | |
| 00006756 | ATLAS OFFICE PRODUCTS - Purcha | \$295.76 | |
| 00007011 | ATLAS OFFICE PRODUCTS - Purcha | \$224.14 | |
| 00006586 | BIZWEST MEDIA - Purchase | \$40.00 | |
| 00006700 | STATE OF WY BD OF CPAS - Purch | \$190.00 | |
| 00006603 | AICPA AICPA - Purchase | \$149.00 | |
| | | \$1,288.90 | Subtotal for Dept. Finance |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | |
|----------|--------------------------------|----------|
| 00006985 | ENTERPRISE RENT-A-CAR - Purcha | \$515.20 |
| 00007042 | SPORTS BAR Q77 - Purchase | \$25.30 |
| 00006961 | WINGSTOP 661 - Purchase | \$20.95 |
| 00007029 | DELTA 00625147320855 - Pur | \$60.00 |
| 00006947 | INTERNATIONAL ASSOC - Purchase | \$209.00 |
| 00007006 | SMITH RV SALES AND SER - Purch | \$25.95 |
| 00006848 | ATLAS OFFICE PRODUCTS - Purcha | \$259.85 |
| 00006820 | TACO BELL 27967 - Purchase | \$26.23 |
| 00006572 | SUBWAY 00106245 - Purch | \$27.71 |
| 00007039 | GOLDEN CORRAL HINESVIL - Purch | \$13.64 |
| 00006719 | TACO BELL 27967 - Purchase | \$18.52 |
| 00007043 | DELTA 00682307198005 - Pur | \$25.00 |
| 00006731 | FIREHOUSE SUBS #77 - Purchase | \$19.12 |
| 00007003 | OREILLY AUTO 00031559 - Purch | \$16.79 |
| 00006876 | ATLAS OFFICE PRODUCTS - Purcha | \$21.32 |
| 00006670 | SNAKE RIVER BREWING - Purchase | \$17.84 |
| 00006696 | AAFES FT.STEWART SCQ27 - Purch | \$20.20 |
| 00006708 | WAFFLE HOUSE 1206 - Purchase | \$32.82 |
| 00006650 | CHILIS BAR GRI02100048 - Purch | \$54.62 |
| 00006651 | NCS ITL CDE COUNCIL EX - Purch | \$185.00 |
| 00006654 | EXXONMOBIL 47789409 - Purch | \$37.90 |
| 00006884 | WENDYS #2004 - Purchase | \$22.74 |
| 00007087 | ENGRAVING AWARDS & GIF - Purch | \$200.90 |
| 00006855 | WAL-MART #1617 - Purchase | \$68.49 |
| 00006906 | BEARING BELT & CHAIN - Purchas | \$108.50 |
| 00007021 | TACO BELL 27967 - Purchase | \$11.83 |
| 00007129 | INTERNATIONAL ASSOC - Purchase | \$75.00 |
| 00007120 | WALMART.COM - Purchase | \$220.34 |
| 00007113 | N.A.F.I. - Purchase | \$65.00 |
| 00006903 | RUBY TUESDAY #3415 - Purchase | \$72.04 |
| 00007229 | ENGRAVING AWARDS & GIF - Purch | \$126.00 |
| 00006763 | HENSLEY BATTERY & ELEC - Purch | \$135.66 |
| 00006762 | RUBY TUESDAY #3415 - Purchase | \$30.18 |
| 00006760 | BIG HORN COOP 07006554 - Purch | \$79.19 |
| 00006750 | THE BUNNERY BAKERY & R - Purch | \$18.05 |
| 00006741 | THE HOME DEPOT 6001 - Purchase | \$55.86 |
| 00006827 | BESTBUY.COM 00009944 - Purch | \$99.75 |
| 00006773 | FANNIES ON THE BEACH - Purchas | \$49.06 |
| 00007280 | BAILEYS ACE HARDWARE - Purchas | \$23.71 |
| 00007309 | Galls Intern - Purchase | \$39.20 |
| 00006736 | AMERICAN SAFETY AS - Purchase | \$633.00 |
| 00007321 | OFFICE MAX - Purchase | \$41.95 |
| 00007359 | THE HOME DEPOT 6001 - Purchase | \$16.75 |
| 00007259 | KNAPP SUPPLY & EQUIPME - Purch | \$7.70 |
| 00007242 | UNITED 01626007656173 - Pur | \$25.00 |
| 00006602 | FLEMING SUPPLY - Purchase | \$6.90 |
| 00006563 | MENARDS CASPER - Purchase | \$219.58 |
| 00006980 | DELTA 00625141323981 - Pur | \$60.00 |
| 00006643 | AAFES FT STEWART TAQ31 - Purch | \$10.77 |
| 00007376 | L OSTERIA MONDELLO - Purchase | \$5.83 |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|----------|--------------------------------|-------------------|---------------------------------------|
| 00007267 | OFFICE MAX - Purchase | \$23.61 | |
| 00006707 | CHUS 7-11 QPS - Purch | \$19.40 | |
| 00006673 | USPS 57155809430310940 - Purch | \$46.00 | |
| 00007310 | STAPLES 00114181 - Purch | \$14.99 | |
| 00006558 | CHILIS B12 ORD20258166 - Purch | \$27.29 | |
| 00006766 | FIDDLER'S CRAB HOU - Purchase | \$90.95 | |
| 00006613 | RODEO MEXICAN REST - Purchase | \$50.00 | |
| 00006828 | FIREHOUSE SUBS #77 - Purchase | \$22.70 | |
| 00007392 | ATLAS OFFICE PRODUCTS - Purcha | \$383.73 | |
| 00006576 | DENNY'S #6893 - Purchase | \$35.59 | |
| 00006740 | BALDINOS SUB SPOT - Purchase | \$24.91 | |
| 00006564 | WAL-MART #0862 - Purchase | \$19.96 | |
| 00006562 | THE SHRIMP FACTORY - Purchase | \$121.13 | |
| 00006561 | UNITED 01626097710156 - Pur | \$25.00 | |
| 00006560 | UNITED 01626097728430 - Pur | \$85.00 | |
| 00006557 | CHILIS BAR GRI02100048 - Purch | \$54.29 | |
| 00006789 | HUDDLE HOUSE 99 - Purchase | \$33.71 | |
| 00006733 | THE MERRY PIGLETS MEXI - Purch | \$50.00 | |
| 00006781 | GUEST SERVICES-UNITQ68 - Purch | \$300.48 | |
| 00006631 | AAFES FT STEWART TAQ31 - Purch | \$9.57 | |
| 00006786 | UNITED 01626001706416 - Pur | \$25.00 | |
| 00006788 | SUBWAY 00106245 - Purch | \$27.12 | |
| 00006588 | NNU INTERNET-USAGE.COM - Purch | \$24.50 | |
| 00006806 | SUBWAY 00106245 - Purch | \$12.09 | |
| 00006816 | SUBWAY 00106245 - Purch | \$7.76 | |
| 00006990 | DEWAR S CLUB H10210011 - Purch | \$33.92 | |
| 00006764 | KOBE OF HINESVILLE INC - Purch | \$79.39 | |
| 00006616 | BLOEDORN LUMBER CASPER - Purch | \$38.15 | |
| | | \$5,848.18 | Subtotal for Dept. Fire |
| 00007123 | HIGHPLAINSP - Purchase | \$143.64 | |
| 00007084 | ATLAS OFFICE PRODUCTS - Purcha | \$40.51 | |
| 00007036 | ATLAS OFFICE PRODUCTS - Purcha | \$44.13 | |
| 00006870 | MENARDS CASPER - Purchase | \$39.86 | |
| 00006682 | HOBBY-LOBBY #0233 - Purchase | \$44.11 | |
| 00006891 | ATLAS OFFICE PRODUCTS - Purcha | \$310.85 | |
| 00007094 | ATLAS OFFICE PRODUCTS - Purcha | \$205.98 | |
| 00006957 | ATLAS OFFICE PRODUCTS - Purcha | \$147.48 | |
| 00007128 | PEDENS INC. - Purchase | \$30.00 | |
| | | \$1,006.56 | Subtotal for Dept. Fort Caspar |
| 00006659 | GREINER MOTOR COMPANY - Purcha | \$51.84 | |
| 00006676 | HOSE & RUBBER SUPPLY - Purchas | \$68.60 | |
| 00007295 | MIDLAND IMPLEMENT CO - Purchas | \$114.31 | |
| 00006693 | STOTZ EQUIPMENT - Purchase | \$27.66 | |
| 00006704 | STOTZ EQUIPMENT - Purchase | \$22.32 | |
| 00006663 | CASPER TIRE - Purchase | \$14.29 | |
| 00006705 | VEHICLE LIGHTING SOLUT - Purch | \$193.00 | |
| 00006704 | STOTZ EQUIPMENT - Purchase | \$1,493.00 | |
| 00007027 | CMI-TECO - Purchase | \$26.24 | |
| 00006704 | STOTZ EQUIPMENT - Purchase | \$22.67 | |
| 00007038 | REEDS AUTOMOTIVE AND C - Purch | \$48.45 | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | |
|----------|---------------------------------|-------------|
| 00007224 | HENSLEY BATTERY & ELEC - Purch | \$344.78 |
| 00007231 | NETWORK TOOL WAREHOUSE - Purch | \$137.37 |
| 00006634 | WINGFOOT COMMERCIAL TI - Purch | \$3,750.00 |
| 00007236 | WINGFOOT COMMERCIAL TI - Purch | \$698.44 |
| 00007237 | BEARING BELT & CHAIN - Purchas | \$35.69 |
| 00007239 | ALPINE MOTOR SPORTS - Purchase | \$469.65 |
| 00007243 | JUDD TIRE RAMA 203 - Purchase | \$409.05 |
| 00007269 | GREINER MOTOR COMPANY - Purcha | \$116.55 |
| 00006704 | STOTZ EQUIPMENT - Purchase | \$1,493.00 |
| 00006660 | ACE EQUIPMENT AND SUPP - Purch | \$38.70 |
| 00007332 | WW GRAINGER - Purchase | \$121.84 |
| 00007307 | WYOMING MACHINERY CO - Purchas | \$50.08 |
| 00006657 | KELLYS ALIGNMENT AND B - Purch | \$43.00 |
| 00007201 | BEARING BELT & CHAIN - Purchas | \$13.80 |
| 00007246 | STOTZ EQUIPMENT - Purchase | \$44.80 |
| 00007307 | WYOMING MACHINERY CO - Purchas | \$93.38 |
| 00007188 | S&S CASPER- PARTS - Purchase | \$401.40 |
| 00006720 | PRAIRIE PELLA WY LLC - Purchas | \$8.00 |
| 00006982 | STOTZ EQUIPMENT - Purchase | \$125.89 |
| 00007296 | MACDONALD EQUIPMENT CO - Purch | \$523.61 |
| 00007297 | DIAMOND VOGEL PAINT #7 - Purch | \$23.09 |
| 00007191 | CASPER TIRE - Purchase | \$198.00 |
| 00006686 | BEARING BELT & CHAIN - Purchas | \$84.07 |
| 00007192 | STOTZ EQUIPMENT - Purchase | \$1.92 |
| 00006674 | EATON SALES & SERVICE - Purcha | \$461.00 |
| 00006683 | ALPINE MOTOR SPORTS - Purchase | \$419.83 |
| 00006677 | GREINER MOTOR COMPANY - Purcha | \$134.52 |
| 00006982 | STOTZ EQUIPMENT - Purchase | \$171.56 |
| 00007059 | WW GRAINGER - Purchase | \$54.27 |
| 00007190 | S&S CASPER- PARTS - Purchase | \$20,455.83 |
| 00007278 | BEARING BELT & CHAIN - Purchas | \$74.68 |
| 00007385 | BEARING BELT & CHAIN - Purchas | \$22.60 |
| 00007385 | BEARING BELT & CHAIN - Purchas | \$169.36 |
| 00007388 | WESTERN SLING CO - Purchase | \$55.83 |
| 00007391 | BEARING BELT & CHAIN - Purchas | \$83.22 |
| 00007394 | BEARING BELT & CHAIN - Purchas | \$192.22 |
| 00007307 | WYOMING MACHINERY CO - Purchas | \$77.98 |
| 00007307 | WYOMING MACHINERY CO - Purchas | \$50.87 |
| 00007395 | BLOEDORN LUMBER CASPER - Purch | \$31.62 |
| 00007279 | DIAMOND VOGEL PAINT #7 - Purch | \$118.87 |
| 00007329 | PRECISION KNIFE & TOOL - Purch | \$264.56 |
| 00006569 | BEARING BELT & CHAIN - Credit | (\$135.00) |
| 00007268 | B&B AUTO ELECTRIC INC - Purcha | \$1,255.19 |
| 00007266 | BLOEDORN LUMBER CASPER - Purch | \$45.96 |
| 00007358 | NORCO INC - Purchase | \$343.17 |
| 00007307 | WYOMING MACHINERY CO - Purchas | \$4.03 |
| 00007116 | JACKS TRUCK AND EQUIPMT - Purch | \$273.26 |
| 00006646 | CMI-TECO - Purchase | \$92.65 |
| 00007171 | GREINER MOTOR COMPANY - Purcha | \$43.28 |
| 00007307 | WYOMING MACHINERY CO - Purchas | \$68.35 |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | |
|----------|---------------------------------|--------------|
| 00007292 | FRANK J. ZAMBONI & CO. - Purch | \$147.85 |
| 00007311 | WYOMING MACHINERY CO - Credit | (\$87.84) |
| 00007307 | WYOMING MACHINERY CO - Purchas | \$497.57 |
| 00007307 | WYOMING MACHINERY CO - Purchas | \$30.88 |
| 00007307 | WYOMING MACHINERY CO - Purchas | \$14.82 |
| 00007307 | WYOMING MACHINERY CO - Purchas | \$247.29 |
| 00007223 | GREINER MOTOR COMPANY - Purcha | \$192.56 |
| 00006559 | BEARING BELT & CHAIN - Credit | (\$110.00) |
| 00007293 | FRANK J. ZAMBONI & CO. - Purch | \$65.51 |
| 00007385 | BEARING BELT & CHAIN - Purchas | \$144.28 |
| 00006889 | WINGFOOT COMMERCIAL TI - Purch | \$716.96 |
| 00007377 | HOSE & RUBBER SUPPLY - Purchas | \$98.07 |
| 00007286 | A 2 Z TOWING - Purchase | \$85.00 |
| 00007353 | WW GRAINGER - Purchase | \$3.26 |
| 00007354 | JACKS TRUCK AND EQUIPMT - Credi | (\$1,875.00) |
| 00007356 | MAX FIRE - Purchase | \$535.17 |
| 00007357 | S&S CASPER- PARTS - Purchase | \$130.76 |
| 00006578 | SHERWIN WILLIAMS #3439 - Purch | \$57.33 |
| 00007363 | HENSLEY BATTERY & ELEC - Purch | \$53.74 |
| 00007264 | PEDENS INC. - Purchase | \$222.00 |
| 00007331 | BEARING BELT & CHAIN - Purchas | \$25.33 |
| 00007208 | SHERWIN WILLIAMS #3439 - Purch | \$45.93 |
| 00007305 | WYOMING MACHINERY CO - Purchas | \$482.91 |
| 00007305 | WYOMING MACHINERY CO - Purchas | \$0.17 |
| 00006808 | BEARING BELT & CHAIN - Purchas | \$20.51 |
| 00007303 | GREINER MOTOR COMPANY - Purcha | \$190.71 |
| 00007285 | MIDLAND IMPLEMENT CO - Purchas | \$11.79 |
| 00007285 | MIDLAND IMPLEMENT CO - Purchas | \$18.68 |
| 00006805 | BEARING BELT & CHAIN - Purchas | \$12.58 |
| 00007285 | MIDLAND IMPLEMENT CO - Purchas | \$28.91 |
| 00007285 | MIDLAND IMPLEMENT CO - Purchas | \$228.39 |
| 00007285 | MIDLAND IMPLEMENT CO - Purchas | \$190.94 |
| 00006583 | WW GRAINGER - Purchase | \$79.70 |
| 00007275 | WESTERN RADIATOR INC - Purchas | \$1,536.00 |
| 00006817 | LARIAT INTERNATIONAL T - Purch | \$176.33 |
| 00007305 | WYOMING MACHINERY CO - Purchas | \$46.61 |
| 00006888 | STOTZ EQUIPMENT - Purchase | \$102.11 |
| 00006914 | DRIVE TRAIN INDUSTRIES - Purch | \$12.04 |
| 00006912 | BEARING BELT & CHAIN - Purchas | \$9.98 |
| 00006911 | JACKS TRUCK AND EQUIPMT - Purch | \$145.40 |
| 00006910 | JACKS TRUCK AND EQUIPMT - Purch | \$6.34 |
| 00006910 | JACKS TRUCK AND EQUIPMT - Purch | \$12.68 |
| 00006909 | JACKS TRUCK AND EQUIPMT - Purch | \$33.86 |
| 00006908 | BEARING BELT & CHAIN - Purchas | \$86.94 |
| 00006907 | JACKS TRUCK AND EQUIPMT - Purch | \$197.20 |
| 00007285 | MIDLAND IMPLEMENT CO - Purchas | \$183.27 |
| 00006844 | SHERWIN WILLIAMS #3439 - Purch | \$33.82 |
| 00006580 | BEARING BELT & CHAIN - Purchas | \$9.42 |
| 00006579 | GREINER MOTOR COMPANY - Purcha | \$49.98 |
| 00006579 | GREINER MOTOR COMPANY - Purcha | \$93.27 |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | |
|----------|--------------------------------|------------|
| 00006571 | BEARING BELT & CHAIN - Purchas | \$12.48 |
| 00006570 | BEARING BELT & CHAIN - Purchas | \$23.98 |
| 00006555 | BEARING BELT & CHAIN - Credit | (\$3.29) |
| 00006952 | HERCULES INDUSTRIES CA - Purch | \$1,643.75 |
| 00006964 | DIAMOND VOGEL PAINT #7 - Purch | \$256.46 |
| 00006600 | WYOMING MACHINERY CO - Purchas | \$232.82 |
| 00006787 | GREINER MOTOR COMPANY - Purcha | \$27.94 |
| 00006808 | BEARING BELT & CHAIN - Purchas | \$47.96 |
| 00006835 | STOTZ EQUIPMENT - Credit | (\$102.11) |
| 00006815 | STOTZ EQUIPMENT - Purchase | \$182.67 |
| 00007324 | GREINER MOTOR COMPANY - Purcha | \$19.90 |
| 00007323 | WYOMING MACHINERY CO - Credit | (\$281.46) |
| 00007317 | GREINER MOTOR COMPANY - Credit | (\$116.55) |
| 00007117 | BEARING BELT & CHAIN - Credit | (\$81.68) |
| 00007312 | DECKER AUTO GLASS - Purchase | \$291.79 |
| 00007189 | SEAT COVERS UNLIMITED - Purcha | \$166.00 |
| 00007305 | WYOMING MACHINERY CO - Purchas | \$22.08 |
| 00007255 | WHITES MOUNTAIN - Purchase | \$125.06 |
| 00006819 | SAMSClub #6425 - Purchase | \$286.33 |
| 00006818 | BEARING BELT & CHAIN - Credit | (\$33.30) |
| 00006896 | GREINER MOTOR COMPANY - Credit | (\$477.28) |
| 00006841 | BEARING BELT & CHAIN - Purchas | \$25.56 |
| 00007012 | JACKS TRUCK AND EQUPMT - Purch | \$1,608.75 |
| 00006798 | BEARING BELT & CHAIN - Purchas | \$22.44 |
| 00007344 | CASPER WINNELSON CO - Purchase | \$22.40 |
| 00006753 | OSHKOSH CORP MCNEILUS - Purcha | \$1,212.71 |
| 00007346 | CASPER WINNELSON CO - Purchase | \$70.88 |
| 00006744 | DIAMOND VOGEL PAINT #7 - Purch | \$244.40 |
| 00007023 | ATLAS OFFICE PRODUCTS - Purcha | \$7.68 |
| 00006752 | CASPER TIRE - Purchase | \$405.00 |
| 00007034 | HOWARD SUPPLY COMPANY - Purcha | \$94.98 |
| 00006982 | STOTZ EQUIPMENT - Purchase | \$125.89 |
| 00006983 | BEARING BELT & CHAIN - Purchas | \$87.68 |
| 00007341 | CASPER WINNELSON CO - Purchase | \$6.36 |
| 00007026 | HONNEN EQUIPMENT #04 - Purchas | \$112.90 |
| 00007340 | BEARING BELT & CHAIN - Purchas | \$162.94 |
| 00007053 | SQ DAVID TERRELL - Purchase | \$65.00 |
| 00006793 | WW GRAINGER - Purchase | \$29.21 |
| 00007041 | HONNEN EQUIPMENT #04 - Purchas | \$232.78 |
| 00007035 | ALPINE MOTOR SPORTS - Purchase | \$207.90 |
| 00006998 | ALPINE MOTOR SPORTS - Purchase | \$131.93 |
| 00007001 | HENSLEY BATTERY & ELEC - Purch | \$18.00 |
| 00007055 | BEARING BELT & CHAIN - Purchas | \$97.98 |
| 00006984 | BEARING BELT & CHAIN - Purchas | \$23.54 |
| 00007052 | GREINER MOTOR COMPANY - Purcha | \$163.91 |
| 00007048 | WEST MARINE #360 - Purchase | \$8.29 |
| 00006878 | WINGFOOT COMMERCIAL TI - Purch | \$719.72 |
| 00006742 | HOSE & RUBBER SUPPLY - Purchas | \$122.72 |
| 00006783 | REEDS AUTOMOTIVE CUST - Purch | \$8.40 |
| 00007314 | GREINER MOTOR COMPANY - Purcha | \$252.72 |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | |
|----------|---------------------------------|------------|
| 00006894 | JACKS TRUCK AND EQUIPMT - Purch | \$77.99 |
| 00007068 | GREINER MOTOR COMPANY - Purcha | \$9.71 |
| 00006857 | DRIVE TRAIN INDUSTRIES - Purch | \$13.24 |
| 00007141 | BEARING BELT & CHAIN - Purchas | \$97.51 |
| 00006914 | DRIVE TRAIN INDUSTRIES - Purch | \$10.92 |
| 00006883 | DECKER AUTO GLASS - Purchase | \$211.43 |
| 00006794 | BEARING BELT & CHAIN - Purchas | \$108.50 |
| 00006727 | HENSLEY BATTERY & ELEC - Purch | \$87.53 |
| 00006790 | HOSE & RUBBER SUPPLY - Credit | (\$24.17) |
| 00007343 | BEARING BELT & CHAIN - Credit | (\$74.68) |
| 00006784 | HOSE & RUBBER SUPPLY - Purchas | \$48.95 |
| 00006814 | BLOEDORN LUMBER CASPER - Purch | \$11.76 |
| 00006853 | THE HOME DEPOT 6001 - Purchase | \$28.40 |
| 00006776 | BEARING BELT & CHAIN - Purchas | \$4.67 |
| 00006770 | HENSLEY BATTERY & ELEC - Purch | \$108.79 |
| 00006769 | ATLAS OFFICE PRODUCTS - Purcha | \$16.77 |
| 00007186 | BEARING BELT & CHAIN - Credit | (\$97.98) |
| 00007245 | JACKS TRUCK AND EQUIPMT - Purch | \$2,760.14 |
| 00007366 | BLOEDORN LUMBER CASPER - Purch | \$95.83 |
| 00007333 | S&S CASPER- PARTS - Purchase | \$70.87 |
| 00006758 | STOTZ EQUIPMENT - Purchase | \$270.03 |
| 00007335 | MIS INDUSTRIAL SUPPLY - Purcha | \$49.96 |
| 00006755 | BEARING BELT & CHAIN - Purchas | \$4.99 |
| 00006893 | STOTZ EQUIPMENT - Purchase | \$135.55 |
| 00006972 | DIAMOND VOGEL PAINT #7 - Purch | \$33.15 |
| 00006857 | DRIVE TRAIN INDUSTRIES - Purch | \$37.43 |
| 00006857 | DRIVE TRAIN INDUSTRIES - Purch | \$2.90 |
| 00007254 | GREINER MOTOR COMPANY - Purcha | \$49.98 |
| 00007254 | GREINER MOTOR COMPANY - Purcha | \$38.30 |
| 00007254 | GREINER MOTOR COMPANY - Purcha | \$162.02 |
| 00006857 | DRIVE TRAIN INDUSTRIES - Purch | \$30.25 |
| 00006857 | DRIVE TRAIN INDUSTRIES - Purch | \$23.87 |
| 00006582 | WW GRAINGER - Purchase | \$24.24 |
| 00006982 | STOTZ EQUIPMENT - Purchase | \$171.56 |
| 00007352 | HOSE & RUBBER SUPPLY - Credit | (\$58.49) |
| 00007135 | HONNEN EQUIPMENT #04 - Credit | (\$370.28) |
| 00006913 | SHERWIN WILLIAMS #3439 - Purch | \$40.85 |
| 00007260 | BLOEDORN LUMBER CASPER - Purch | \$162.95 |
| 00006971 | HONNEN EQUIPMENT #04 - Purchas | \$1,473.73 |
| 00006967 | GREINER MOTOR COMPANY - Purcha | \$49.38 |
| 00007122 | KELLYS ALIGNMENT AND B - Purch | \$93.00 |
| 00006959 | BLOEDORN LUMBER CASPER - Purch | \$10.34 |
| 00006954 | VCN WYDOT IFTA, IRP CT - Purch | \$6.50 |
| 00006600 | WYOMING MACHINERY CO - Purchas | \$60.48 |
| 00007142 | SAFETY VISION - Purchase | \$60.54 |
| 00006946 | GREINER MOTOR COMPANY - Purcha | \$59.04 |
| 00006946 | GREINER MOTOR COMPANY - Purcha | \$19.30 |
| 00006941 | HOSE & RUBBER SUPPLY - Purchas | \$55.23 |
| 00006939 | GREINER MOTOR COMPANY - Purcha | \$76.64 |
| 00006890 | FREMONT MOTOR CASPER I - Purch | \$63.03 |

Bills and Claims

City of Casper

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| | | |
|----------|---------------------------------|------------|
| 00006878 | WINGFOOT COMMERCIAL TI - Purch | \$719.72 |
| 00007138 | GREINER MOTOR COMPANY - Purcha | \$192.56 |
| 00007172 | WHITES MOUNTAIN - Purchase | \$100.83 |
| 00007169 | CMI-TECO - Purchase | \$94.61 |
| 00007170 | SHERWIN WILLIAMS #3439 - Purch | \$33.51 |
| 00007081 | JACKS TRUCK AND EQUIPMT - Purch | \$55.70 |
| 00007133 | BEARING BELT & CHAIN - Purchas | \$100.68 |
| 00007159 | STOTZ EQUIPMENT - Purchase | \$53.22 |
| 00007090 | DRIVE TRAIN INDUSTRIES - Purch | \$11.96 |
| 00007072 | BLOEDORN LUMBER CASPER - Purch | \$1,119.65 |
| 00007183 | BAILEYS ACE HARDWARE - Purchas | \$11.96 |
| 00007125 | JACKS TRUCK AND EQUIPMT - Purch | \$357.08 |
| 00007307 | WYOMING MACHINERY CO - Purchas | \$49.82 |
| 00006675 | BAILEYS ACE HARDWARE - Purchas | \$3.49 |
| 00007256 | WHITES MOUNTAIN - Purchase | \$51.83 |
| 00006830 | SHERWIN WILLIAMS #3439 - Purch | \$39.58 |
| 00006862 | JB MACHINE MFG INC - Purchase | \$357.50 |
| 00007189 | SEAT COVERS UNLIMITED - Purcha | \$82.95 |
| 00007221 | DIAMOND VOGEL PAINT #7 - Purch | \$130.45 |
| 00007218 | GREINER MOTOR COMPANY - Credit | (\$9.71) |
| 00007217 | GREINER MOTOR COMPANY - Credit | (\$76.64) |
| 00007248 | BEARING BELT & CHAIN - Purchas | \$79.69 |
| 00006861 | BEARING BELT & CHAIN - Purchas | \$3.58 |
| 00007177 | SUNSOURCE - Purchase | \$36.50 |
| 00007305 | WYOMING MACHINERY CO - Purchas | \$114.45 |
| 00006951 | CMI-TECO - Purchase | \$414.00 |
| 00007106 | BEARING BELT & CHAIN - Purchas | \$10.36 |
| 00006638 | CMI-TECO - Purchase | \$18.01 |
| 00006919 | CMI-TECO - Purchase | \$140.01 |
| 00006915 | HONNEN EQUIPMENT #04 - Purchas | \$89.06 |
| 00006914 | DRIVE TRAIN INDUSTRIES - Purch | \$12.12 |
| 00006847 | GREINER MOTOR COMPANY - Purcha | \$253.08 |
| 00006929 | STOTZ EQUIPMENT - Purchase | \$1,335.27 |
| 00007119 | GREINER MOTOR COMPANY - Credit | (\$27.94) |
| 00006857 | DRIVE TRAIN INDUSTRIES - Purch | \$12.40 |
| 00006958 | BEARING BELT & CHAIN - Purchas | \$168.00 |
| 00006723 | HENSLEY BATTERY & ELEC - Purch | \$79.07 |
| 00006721 | BEARING BELT & CHAIN - Purchas | \$6.00 |
| 00006920 | INDUSTRIAL SCREEN & MA - Purch | \$315.00 |
| 00006638 | CMI-TECO - Purchase | \$42.88 |
| 00006600 | WYOMING MACHINERY CO - Purchas | \$18.98 |
| 00006626 | CASPER TIRE - Purchase | \$36.00 |
| 00006615 | JACKS TRUCK AND EQUIPMT - Purch | \$601.19 |
| 00006611 | CMI-TECO - Purchase | \$22.59 |
| 00006880 | STOTZ EQUIPMENT - Purchase | \$183.18 |
| 00006607 | JACKS TRUCK AND EQUIPMT - Purch | \$601.19 |
| 00006600 | WYOMING MACHINERY CO - Purchas | \$218.79 |
| 00006600 | WYOMING MACHINERY CO - Purchas | \$41.37 |
| 00006730 | HENSLEY BATTERY & ELEC - Purch | \$37.83 |
| 00006600 | WYOMING MACHINERY CO - Purchas | \$12.73 |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|----------|--------------------------------|--------------------|--|
| 00006739 | THE UPS STORE 2200 - Purchase | \$19.01 | |
| 00006640 | BEARING BELT & CHAIN - Purchas | \$73.92 | |
| 00006975 | GREINER MOTOR COMPANY - Purcha | \$157.02 | |
| 00007304 | WYOMING MACHINERY CO - Credit | (\$89.90) | |
| 00006655 | SHERWIN WILLIAMS #3439 - Purch | \$26.86 | |
| 00006933 | BEARING BELT & CHAIN - Purchas | \$6.76 | |
| 00006934 | AMBI MAIL AND MARKETIN - Purch | \$153.24 | |
| 00006920 | INDUSTRIAL SCREEN & MA - Purch | \$315.00 | |
| 00007176 | BEARING BELT & CHAIN - Purchas | \$47.92 | |
| 00007090 | DRIVE TRAIN INDUSTRIES - Purch | \$72.00 | |
| 00007179 | SUNSOURCE - Purchase | \$18.82 | |
| 00007148 | FRANK J. ZAMBONI & CO. - Purch | \$93.01 | |
| 00007180 | HENSLEY BATTERY & ELEC - Purch | \$87.53 | |
| 00007263 | BEARING BELT & CHAIN - Credit | (\$10.36) | |
| 00007318 | INLAND TRUCK PARTS #35 - Purch | \$297.90 | |
| 00007115 | SHERWIN WILLIAMS #3439 - Purch | \$11.37 | |
| 00007069 | HONNEN EQUIPMENT #04 - Purchas | \$63.53 | |
| 00006914 | DRIVE TRAIN INDUSTRIES - Purch | \$16.62 | |
| 00006917 | THE HOME DEPOT 6001 - Purchase | \$42.60 | |
| 00006914 | DRIVE TRAIN INDUSTRIES - Purch | \$19.39 | |
| 00006837 | CMI-TECO - Purchase | \$2,944.97 | |
| 00006837 | CMI-TECO - Purchase | \$652.53 | |
| 00006837 | CMI-TECO - Purchase | \$2,398.43 | |
| 00006837 | CMI-TECO - Purchase | \$300.70 | |
| 00006837 | CMI-TECO - Purchase | \$1,133.64 | |
| 00006656 | CMI-TECO - Purchase | \$22.77 | |
| 00007187 | HARTZ E&F TOWING & REC - Purch | \$225.00 | |
| | | \$73,775.50 | Subtotal for Dept. Garage |
| 00006824 | LOAF N JUG #0104 Q81 - Purch | \$28.67 | |
| 00007168 | LA QUINTA INNS 0644 - Purchas | \$138.58 | |
| 00007277 | BLOEDORN LUMBER CASPER - Purch | \$44.88 | |
| 00006937 | TGI FRIDAY'S #461 - Purchase | \$30.79 | |
| 00007016 | BROOKLYN'S AT PEPSI CE - Purch | \$29.21 | |
| 00007334 | SUTHERLANDS 2219 - Purchase | \$11.94 | |
| 00007127 | PILOT 00007591 - Purch | \$40.90 | |
| 00006648 | MENARDS CASPER - Purchase | \$67.05 | |
| 00006978 | CROWNE PLAZA HOTEL DIA - Purch | \$321.35 | |
| 00007066 | PILOT 00007591 - Purch | \$34.00 | |
| 00007061 | SAFEWAY FUEL 10024685 - Purch | \$39.66 | |
| 00006991 | SHELL OIL 57445172604 - Purcha | \$53.34 | |
| | | \$840.37 | Subtotal for Dept. Golf Course |
| 00007244 | SUBWAY 03116324 - Purch | \$143.00 | |
| | | \$143.00 | Subtotal for Dept. Health Insurance |
| 00007109 | THE UPS STORE 2200 - Purchase | \$68.62 | |
| 00006809 | SUTHERLANDS 2219 - Purchase | \$101.85 | |
| 00007283 | WYOMING RENTS - Credit | (\$51.61) | |
| 00007126 | SUTHERLANDS 2219 - Purchase | \$5.58 | |
| 00007024 | WEAR PARTS INC - Purchase | \$15.85 | |
| 00007096 | WYOMING RENTS - Purchase | \$1,083.81 | |
| 00007209 | SUTHERLANDS 2219 - Purchase | \$217.20 | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|----------|--------------------------------|-------------------|---|
| 00007199 | PEDENS INC. - Purchase | \$555.00 | |
| 00007062 | CASPER COLLEGE - Purchase | \$20.00 | |
| 00007080 | SEARS ROEBUCK 2341 - Purchas | \$62.96 | |
| 00007211 | SUTHERLANDS 2219 - Purchase | \$81.73 | |
| 00006898 | STAPLES 00114181 - Purch | \$28.47 | |
| 00007093 | NELCO PRODUCTS INC - Purchase | \$175.48 | |
| 00006887 | WILLIAMS FORM ENGINEER - Purch | \$773.53 | |
| 00007253 | BEARING BELT & CHAIN - Purchas | \$306.80 | |
| 00007383 | STAPLES 00114181 - Purch | \$190.47 | |
| 00006680 | APEX SPORTS GROUP, LLC - Purch | \$450.00 | |
| 00006843 | BLOEDORN LUMBER CASPER - Purch | \$468.78 | |
| 00007031 | FACEBK 8B58J56WR2 - Purchase | \$115.04 | |
| 00007158 | FASTENAL COMPANY01 - Purchase | \$33.44 | |
| 00006850 | MURDOCH'S RANCH & HOME - Purch | \$79.99 | |
| 00007070 | CASPER CONTRACTOR SUPP - Purch | \$28.93 | |
| 00007227 | STAPLES 00114181 - Purch | \$29.35 | |
| 00007249 | WW GRAINGER - Purchase | \$26.10 | |
| 00007139 | PACIFIC HIDE AND FUR # - Purch | \$833.28 | |
| 00007099 | THE HOME DEPOT 6001 - Purchase | \$44.50 | |
| 00007235 | SUTHERLANDS 2219 - Purchase | \$30.07 | |
| | | \$5,775.22 | Subtotal for Dept. Hogadon |
| 00007075 | MOUNTAIN STATES LITHOG - Purch | \$63.00 | |
| 00007362 | FAMILY DOLLAR #6081 - Purchase | \$85.82 | |
| 00007073 | ATLAS OFFICE PRODUCTS - Purcha | \$17.72 | |
| 00007071 | PEDENS INC. - Purchase | \$60.00 | |
| 00007288 | SAFEWAY STORE 00004333 - Purch | \$22.06 | |
| 00007375 | ATLAS OFFICE PRODUCTS - Purcha | \$117.64 | |
| 00007054 | ATLAS OFFICE PRODUCTS - Purcha | \$6.00 | |
| 00007145 | SOCIETY FOR HR MGMT - Purchase | \$80.00 | |
| 00007328 | WAL-MART #3778 - Purchase | \$32.72 | |
| 00006869 | VISTAPR VistaPrint.com - Purch | \$38.53 | |
| | | \$523.49 | Subtotal for Dept. Human Resources |
| 00006751 | SAMSClub #6425 - Purchase | \$104.94 | |
| 00007313 | STAPLES 00114181 - Purch | \$12.79 | |
| 00007046 | SAMSClub #6425 - Purchase | \$135.62 | |
| 00007339 | SAMS INTERNET - Credit | (\$12.24) | |
| 00007058 | STAPLES 00114181 - Purch | \$49.99 | |
| 00006725 | DOLRTREE 3288 00032888 - Purch | \$33.00 | |
| 00006622 | OVERHEAD DOOR COMPANY - Purcha | \$180.00 | |
| 00007384 | ICE SKATING INSTITUTE - Credit | (\$10.00) | |
| 00006751 | SAMSClub #6425 - Purchase | \$339.34 | |
| 00007078 | HOSE & RUBBER SUPPLY - Purchas | \$79.35 | |
| 00007241 | SAMSClub #6425 - Purchase | \$161.64 | |
| 00007102 | ICE SKATING INSTITUTE - Purcha | \$178.50 | |
| 00006918 | WAL-MART #1617 - Purchase | \$17.30 | |
| 00006637 | SUPERIOR SIGNS & SUPPL - Purch | \$628.91 | |
| 00006873 | KNAPP SUPPLY & EQUIPME - Purch | \$126.96 | |
| 00007349 | PEDENS INC. - Purchase | \$48.00 | |
| 00007290 | ICE SKATING INSTITUTE - Purcha | \$114.00 | |
| 00006921 | BAILEYS ACE HARDWARE - Purchas | \$9.98 | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|----------|---------------------------------|-------------------|---|
| 00006590 | VISTAR - ROCKY MOUNT - Purchas | \$515.00 | |
| 00006979 | SAMSCLUB #6425 - Purchase | \$132.81 | |
| 00006969 | SAMS INTERNET - Purchase | \$539.26 | |
| 00007213 | WEAR PARTS INC - Purchase | \$65.50 | |
| 00006968 | NORCO INC - Purchase | \$314.71 | |
| 00006644 | SAMS INTERNET - Credit | (\$0.69) | |
| 00007265 | KNAPP SUPPLY & EQUIPME - Purch | \$118.26 | |
| 00006945 | RICOH USA INC - Purchase | \$32.37 | |
| 00006886 | ATLAS OFFICE PRODUCTS - Purcha | \$47.58 | |
| 00007292 | FRANK J. ZAMBONI & CO. - Purch | \$56.02 | |
| 00006623 | ATLAS OFFICE PRODUCTS - Purcha | \$15.11 | |
| 00007350 | SAMS INTERNET - Credit | (\$1.94) | |
| 00007033 | PARTY AMERICA CASPER # - Purch | \$31.41 | |
| | | \$4,063.48 | Subtotal for Dept. Ice Arena |
| 00007287 | TEMPERATUREALERT-CHARG - Credi | (\$12.99) | |
| 00006664 | FLEMING SUPPLY - Purchase | \$5.51 | |
| | | (\$7.48) | Subtotal for Dept. Information Services |
| 00007181 | SHIRTS & MORE, INC. - Purchase | \$5.25 | |
| 00006916 | BAILEYS ACE HARDWARE - Purchas | \$28.85 | |
| 00006940 | RADIOSHACK COR00186320 - Credi | (\$6.30) | |
| 00006856 | OFFICE MAX - Purchase | \$224.98 | |
| 00006800 | EAGLE MOUNTAIN CO. - Purchase | \$222.34 | |
| 00006759 | SEARS ROEBUCK 2341 - Purchas | \$529.98 | |
| 00006826 | ATLAS OFFICE PRODUCTS - Purcha | \$245.54 | |
| 00007184 | MURDOCH'S RANCH & HOME - Purch | \$131.23 | |
| 00006605 | MURDOCH'S RANCH & HOME - Purch | \$509.18 | |
| 00006829 | Amazon.com - Purchase | \$54.70 | |
| 00006668 | FLEMING SUPPLY - Purchase | \$35.40 | |
| 00006948 | RADIOSHACK COR00186320 - Purch | \$134.34 | |
| 00006942 | SEARS ROEBUCK 2341 - Purchas | \$43.40 | |
| 00006970 | AMAZON MKTPLACE PMTS - Purchas | \$319.98 | |
| | | \$2,478.87 | Subtotal for Dept. Metro Animal |
| 00007153 | Cheyenne MPO trip - Lunch - Cit | \$3.10 | |
| 00007143 | Gas - City portion | \$3.95 | |
| 00006669 | USPS 57155809430310940 - Purch | \$99.68 | |
| 00006669 | USPS 57155809430310940 - Purch | \$10.48 | |
| 00006803 | QUALITY OFFICE SOLUTIO - Purch | \$1.09 | |
| 00007144 | Cheyenne MPO trip - Burger King | \$1.55 | |
| 00006810 | QUALITY OFFICE SOLUTIO - Purch | \$108.59 | |
| 00007153 | Cheyenne MPO trip - Lunch - Fed | \$29.48 | |
| 00007144 | Cheyenne MPO trip - Burger King | \$14.76 | |
| 00006803 | QUALITY OFFICE SOLUTIO - Purch | \$10.40 | |
| 00007143 | Gas - Federal portion | \$37.62 | |
| 00006810 | QUALITY OFFICE SOLUTIO - Purch | \$11.41 | |
| | | \$332.11 | Subtotal for Dept. Metropolitan Planning |
| 00007203 | ATLAS OFFICE PRODUCTS - Purcha | \$9.65 | |
| 00007378 | ATLAS OFFICE PRODUCTS - Purcha | \$23.10 | |
| 00007276 | ATLAS OFFICE PRODUCTS - Purcha | \$76.88 | |
| 00006875 | EGGINGTONS - Purchase | \$89.73 | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|---|-------------------|---------------------------|---------------------------------|
| | \$199.36 | Subtotal for Dept. | Municipal Court |
| 00006737 COURTYARD BY MARRIOTT - Purcha | \$852.65 | | |
| 00006684 THE RIALTO CAFE - Purchase | \$33.02 | | |
| 00006618 LOVE S COUNTRY00002204 - Purch | \$37.00 | | |
| 00006728 SAM'S NO. 3 - ON CURTI - Purch | \$15.86 | | |
| 00006747 EXXONMOBIL 45948007 - Purch | \$21.00 | | |
| 00006627 SANDWICH BOARD - WF - Purchase | \$13.48 | | |
| 00006746 LOVE S COUNTRY00002204 - Purch | \$30.00 | | |
| 00006712 RB-DENVER - Purchase | \$30.81 | | |
| 00006687 ROCKIES EXPRESS - Purchase | \$8.37 | | |
| 00006653 PARAMOUNT CAFE - Purchase | \$11.67 | | |
| | \$1,053.86 | Subtotal for Dept. | Owner Occupied Gen Rehab |
| 00006771 KONE INC. - Purchase | \$2,787.36 | | |
| 00007197 CMI-TECO - Purchase | \$300.00 | | |
| | \$3,087.36 | Subtotal for Dept. | Parking |
| 00006822 CASPER FIRE EXTINGUISH - Purch | \$9.75 | | |
| 00006710 BAILEYS ACE HARDWARE - Purchas | \$27.99 | | |
| 00007164 BEARING BELT & CHAIN - Purchas | \$12.99 | | |
| 00006791 WW GRAINGER - Purchase | \$26.04 | | |
| 00006757 BAILEYS ACE HARDWARE - Purchas | \$21.98 | | |
| 00007238 BAILEYS ACE HARDWARE - Purchas | \$53.97 | | |
| 00007204 BLOEDORN LUMBER CASPER - Purch | \$3,082.00 | | |
| 00007214 SUTHERLANDS 2219 - Purchase | \$156.00 | | |
| 00006925 INDUCTION LIGHTING FIX - Purch | \$219.55 | | |
| 00006992 CPS DISTRIBUTORS #30 - Purchas | \$26.84 | | |
| | \$3,637.11 | Subtotal for Dept. | Parks |
| 00006688 QUALITY OFFICE SOLUTIO - Purch | \$30.65 | | |
| 00006688 QUALITY OFFICE SOLUTIO - Purch | \$30.65 | | |
| 00007000 QUALITY OFFICE SOLUTIO - Purch | \$21.80 | | |
| 00006803 QUALITY OFFICE SOLUTIO - Purch | \$38.72 | | |
| 00006669 USPS 57155809430310940 - Purch | \$128.68 | | |
| | \$250.50 | Subtotal for Dept. | Planning |
| 00006863 JOHNSON'S CORNER - Purchase | \$17.39 | | |
| 00006802 NATE'S FLOWERS & GIFTS - Purch | \$52.50 | | |
| 00006882 7-11 MEAD - Purchase | \$44.69 | | |
| 00006597 RADIOSHACK COR00186973 - Purch | \$51.96 | | |
| 00006938 FEDEXOFFICE 00009423 - Purch | \$52.47 | | |
| 00006699 FLEMING SUPPLY - Purchase | \$6.84 | | |
| 00006593 RADIOSHACK COR00186320 - Purch | \$19.99 | | |
| 00007272 CDAA - Purchase | \$340.00 | | |
| 00006568 STAPLES 00114181 - Purch | \$89.99 | | |
| 00006923 EXXONMOBIL 47737010 - Purch | \$37.89 | | |
| 00007002 FLEMING SUPPLY - Purchase | \$44.02 | | |
| 00006671 BAY TECH LABEL - Purchase | \$86.10 | | |
| 00007118 FLEMING SUPPLY - Purchase | \$44.02 | | |
| 00007146 OFFICE MAX - Purchase | \$200.88 | | |
| 00006956 FLEMING SUPPLY - Purchase | \$217.96 | | |
| 00007302 MAVERIK CTRY STRE #1 - Purchas | \$26.06 | | |
| 00006565 HYATT HOTELS REGENCY O - Purch | \$638.25 | | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | |
|---|--------------------|--|
| 00007330 MAVERIK CTRY STRE #1 - Purchas | \$20.76 | |
| 00007018 PALACE STATION HTL/CAS - Purch | \$330.15 | |
| | \$2,321.92 | Subtotal for Dept. Police |
| 00006799 DELTA 00600009882386 - Pur | \$571.65 | |
| 00007152 LA COCINA MEXICAN REST - Purch | \$108.59 | |
| | \$680.24 | Subtotal for Dept. Police Grants |
| 00007234 GREINER MOTOR COMPANY - Purcha | \$3,545.69 | |
| 00006839 DECKER AUTO GLASS - Purchase | \$240.00 | |
| 00006596 ATLAS OFFICE PRODUCTS - Purcha | \$34.85 | |
| 00007262 VERMEER SALES & SVCS O - Purch | \$2,174.36 | |
| 00007273 VERMEER SALES & SVCS O - Purch | \$1,267.85 | |
| 00007083 ATLAS OFFICE PRODUCTS - Purcha | \$49.05 | |
| 00007305 WYOMING MACHINERY CO - Purchas | \$288.68 | |
| 00006604 DECKER AUTO GLASS - Purchase | \$124.80 | |
| 00006641 OLSON AUTO BODY - Purchase | \$2,482.75 | |
| 00006977 PIZZA RANCH CASPER - Purchase | \$167.35 | |
| | \$10,375.38 | Subtotal for Dept. Property & Liability Insurance |
| 00006877 ATLAS OFFICE PRODUCTS - Purcha | \$18.60 | |
| 00006698 SAMSCLUB #6425 - Purchase | \$272.35 | |
| 00006945 RICOH USA INC - Purchase | \$32.37 | |
| 00006698 SAMSCLUB #6425 - Purchase | \$28.52 | |
| 00007291 PIONEER PRINTING - Purchase | \$3,980.63 | |
| 00006973 PARAMOUNT FITNESS CORP - Purch | \$287.80 | |
| 00007185 HOBBY-LOBBY #0233 - Purchase | \$44.95 | |
| 00006767 NORCO INC - Purchase | \$205.20 | |
| 00006924 BAILEYS ACE HARDWARE - Purchas | \$19.47 | |
| 00006886 ATLAS OFFICE PRODUCTS - Purcha | \$39.39 | |
| 00007294 ATLAS OFFICE PRODUCTS - Purcha | \$30.28 | |
| 00006976 WAL-MART #1617 - Purchase | \$14.68 | |
| 00006722 PAPA JOHN'S #01393 - Purchase | \$53.94 | |
| 00006813 HOBBY-LOBBY #0233 - Purchase | \$27.24 | |
| 00006748 WAL-MART #3778 - Purchase | \$14.48 | |
| 00006930 USPS 57155809430310940 - Purch | \$46.00 | |
| 00006623 ATLAS OFFICE PRODUCTS - Purcha | \$74.10 | |
| 00006886 ATLAS OFFICE PRODUCTS - Purcha | \$14.99 | |
| 00007351 NORCO INC - Purchase | \$67.48 | |
| 00006997 THE HOME DEPOT 6001 - Purchase | \$9.76 | |
| 00007013 HOBBY-LOBBY #0233 - Purchase | \$44.90 | |
| 00006749 COMTRONIX - Purchase | \$159.00 | |
| 00006895 TARGET 00001644 - Purch | \$61.67 | |
| 00007282 BLOEDORN LUMBER CASPER - Purch | \$8.99 | |
| 00006877 ATLAS OFFICE PRODUCTS - Purcha | \$18.60 | |
| 00006623 ATLAS OFFICE PRODUCTS - Purcha | \$90.51 | |
| 00007082 HOBBY-LOBBY #0233 - Purchase | \$12.78 | |
| 00006918 WAL-MART #1617 - Purchase | \$7.44 | |
| 00006931 NORCO INC - Purchase | \$334.37 | |
| 00006930 USPS 57155809430310940 - Purch | \$23.00 | |
| 00006775 SAMSCLUB #6425 - Purchase | \$19.96 | |
| 00006945 RICOH USA INC - Purchase | \$32.37 | |
| 00007379 POWERMUSIC.COM - Purchase | \$80.33 | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|---|-------------------|---------------------------|--------------------|
| | \$6,176.15 | Subtotal for Dept. | Recreation |
| 00006629 BAILEYS ACE HARDWARE - Purchas | \$3.88 | | |
| 00007056 BLOEDORN LUMBER CASPER - Purch | \$59.01 | | |
| 00006724 ATLAS OFFICE PRODUCTS - Purcha | \$38.87 | | |
| 00007325 ATLAS OFFICE PRODUCTS - Purcha | \$179.39 | | |
| 00006811 SAMSLUB #6425 - Purchase | \$265.53 | | |
| 00006960 SEARS ROEBUCK 2341 - Purchas | \$1,765.44 | | |
| 00007151 PILOT 00003087 - Purch | \$160.00 | | |
| 00007040 THE HOME DEPOT 6001 - Purchase | \$119.00 | | |
| 00007095 PILOT 00003087 - Purch | \$150.00 | | |
| 00006612 HOBBY-LOBBY #0233 - Purchase | \$60.61 | | |
| 00007091 PILOT 00003087 - Purch | \$42.39 | | |
| 00006724 ATLAS OFFICE PRODUCTS - Purcha | \$38.87 | | |
| 00006922 ALBERTSONS #2060 - Purchase | \$9.99 | | |
| | \$2,892.98 | Subtotal for Dept. | Refuse Collection |
| 00007079 THE UPS STORE 2200 - Purchase | \$33.78 | | |
| 00006642 SAMSLUB #6425 - Purchase | \$45.00 | | |
| 00007182 EPASALES - Purchase | \$158.50 | | |
| 00006738 Galls Intern - Purchase | \$184.80 | | |
| 00007121 DATA CONNECT ENTRPRS I - Purch | \$398.50 | | |
| 00006807 WESTERN SLING CO - Purchase | \$25.95 | | |
| 00007154 SAMSLUB #6425 - Purchase | \$213.11 | | |
| 00007124 MWH AMERICAS - Purchase | \$2,000.00 | | |
| 00007386 ATLAS OFFICE PRODUCTS - Purcha | \$16.60 | | |
| 00006681 Galls Intern - Purchase | \$123.20 | | |
| 00006734 USA BLUE BOOK - Purchase | \$199.62 | | |
| 00006872 NORCO INC - Purchase | \$103.12 | | |
| | \$3,502.18 | Subtotal for Dept. | Sewer |
| 00006885 DRAGER SAFETY - Purchase | \$152.00 | | |
| 00006621 SIGMA ALDRICH US - Credit | (\$15.72) | | |
| 00006949 WEAR PARTS INC - Purchase | \$16.12 | | |
| | \$152.40 | Subtotal for Dept. | Special Assistance |
| 00006567 ATLAS OFFICE PRODUCTS - Purcha | \$26.85 | | |
| 00007100 HOWARD SUPPLY COMPANY - Purcha | \$19.96 | | |
| 00007382 ATLAS OFFICE PRODUCTS - Purcha | \$15.27 | | |
| 00006987 ZIP TRIP 67 07049406 - Purch | \$3.99 | | |
| 00007051 BLOEDORN LUMBER CASPER - Purch | \$21.30 | | |
| 00006575 ALBERTSONS - Purchase | \$70.92 | | |
| 00007023 ATLAS OFFICE PRODUCTS - Purcha | \$8.75 | | |
| | \$167.04 | Subtotal for Dept. | Streets |
| 00007004 Galls Intern - Purchase | \$61.60 | | |
| 00007077 TRAFFIC ZAP & SUPPLY - Purchas | \$432.01 | | |
| | \$493.61 | Subtotal for Dept. | Traffic |
| 00006879 BLOEDORN LUMBER CASPER - Purch | \$158.53 | | |
| 00007347 HOSE & RUBBER SUPPLY - Purchas | \$18.37 | | |
| 00006689 PIPESTONE EQUIPMENT LL - Purch | \$720.49 | | |
| 00007380 WW GRAINGER - Purchase | \$77.56 | | |
| 00006695 TIM FORCE TIN SHOP INC - Purch | \$402.16 | | |
| 00006866 HD SUPPLY UTILITIES, L - Purch | \$95.46 | | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|----------|--------------------------------|--------------------|---------------------------------------|
| 00007300 | COLUMBINE CONTROL COMP - Purch | \$908.05 | |
| 00007252 | SHEET METAL SPECIALTIE - Purch | \$299.51 | |
| 00007198 | CASPER WINNELSON CO - Purchase | \$85.44 | |
| 00007022 | VOLVO OF MILLS - Purchase | \$10.76 | |
| 00007194 | NORCO INC - Purchase | \$686.24 | |
| 00006868 | WW GRAINGER - Purchase | \$73.20 | |
| 00007233 | AMBI MAIL AND MARKETIN - Purch | \$0.55 | |
| 00006594 | CASPER WINNELSON CO - Purchase | \$32.34 | |
| 00007374 | WW GRAINGER - Purchase | \$796.47 | |
| 00006679 | LEES GLASS INC - Purchase | \$3.75 | |
| 00007101 | USPS 57155809430310940 - Purch | \$6.77 | |
| 00006665 | NORCO INC - Purchase | \$373.71 | |
| 00007232 | DENNIS SUPPLY COMPAN - Purchas | \$272.98 | |
| 00006662 | BAILEYS ACE HARDWARE - Purchas | \$15.72 | |
| 00006936 | CASPER WINNELSON CO - Purchase | \$392.38 | |
| 00007155 | BAILEYS ACE HARDWARE - Purchas | \$12.98 | |
| 00007085 | ALBERTSONS - Purchase | \$17.98 | |
| 00006836 | ATLAS OFFICE PRODUCTS - Purcha | \$304.42 | |
| 00007393 | WW GRAINGER - Purchase | \$66.90 | |
| 00006935 | CASPER WINNELSON CO - Purchase | \$19.00 | |
| 00006601 | CASPER WINNELSON CO - Credit | (\$42.35) | |
| 00006782 | WW GRAINGER - Purchase | \$34.04 | |
| 00007261 | WATERWORKS INDUSTRIES - Purcha | \$2,950.00 | |
| 00007193 | WEAR PARTS INC - Purchase | \$158.00 | |
| 00006831 | ATLAS OFFICE PRODUCTS - Purcha | \$76.56 | |
| 00006732 | FLOWMARK / HIGH TECH C - Purch | \$51.18 | |
| 00007174 | HD SUPPLY UTILITIES, L - Purch | \$82.62 | |
| 00007368 | CASPER WINNELSON CO - Purchase | \$179.63 | |
| 00006630 | BACKFLOWCONSULTING, TE - Purch | \$130.00 | |
| 00007178 | KNAPP SUPPLY & EQUIPME - Purch | \$77.07 | |
| 00006834 | WW GRAINGER - Purchase | \$166.04 | |
| 00007216 | TW ENTERPRISES INC - Purchase | \$530.90 | |
| 00006943 | HACH COMPANY - Purchase | \$1,843.35 | |
| 00006795 | VOLVO OF MILLS - Purchase | \$10.76 | |
| 00007258 | ENERGY LABORATORIES - Purchase | \$294.00 | |
| 00006633 | CRUM ELECTRIC SUPPLY C - Purch | \$269.07 | |
| 00006796 | CASPER WINNELSON CO - Purchase | \$59.96 | |
| 00007150 | STOTZ EQUIPMENT - Purchase | \$119.06 | |
| 00006851 | HENSLEY BATTERY & ELEC - Purch | \$45.22 | |
| 00006785 | WYOMING RENTS - Purchase | \$67.50 | |
| 00007009 | WYOMING STEEL AND RECY - Purch | \$73.13 | |
| 00006714 | SAMSCLUB #6425 - Purchase | \$86.31 | |
| 00006963 | WW GRAINGER - Purchase | \$181.80 | |
| 00007251 | ENERGY LABORATORIES - Purchase | \$159.50 | |
| 00006734 | USA BLUE BOOK - Purchase | \$148.35 | |
| 00007175 | HD SUPPLY UTILITIES, L - Purch | \$1,414.76 | |
| 00006905 | BAILEYS ACE HARDWARE - Purchas | \$37.48 | |
| 00007250 | ENERGY LABORATORIES - Purchase | \$1,474.00 | |
| | | \$16,529.66 | Subtotal for Dept. Waste Water |
| 00006620 | POLLARD WATER.COM - Purchase | \$590.91 | |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | |
|----------|--------------------------------|------------|
| 00006606 | ATLAS OFFICE PRODUCTS - Purcha | \$29.41 |
| 00006772 | SUTHERLANDS 2219 - Purchase | \$12.05 |
| 00006685 | USPS 57155809430310940 - Purch | \$7.23 |
| 00006639 | SMITHS FOOD #4185 - Purchase | \$29.68 |
| 00006614 | SAMSCLUB #6425 - Purchase | \$67.50 |
| 00006709 | VOLVO OF MILLS - Purchase | \$154.85 |
| 00006592 | PIZZA HUT #901 - Purchase | \$78.47 |
| 00007274 | DANA KEPNER CO. - Purchase | \$993.00 |
| 00006718 | SAMSCLUB #6425 - Purchase | \$107.78 |
| 00006614 | SAMSCLUB #6425 - Purchase | \$22.50 |
| 00006585 | HARBOR FREIGHT TOOLS 3 - Purch | \$51.77 |
| 00006584 | DANA KEPNER CO. - Purchase | \$210.24 |
| 00006574 | ATLAS OFFICE PRODUCTS - Purcha | \$47.97 |
| 00007060 | DANA KEPNER CO. - Purchase | \$155.00 |
| 00007390 | VZWRLLS IVR VB - Purchase | \$644.34 |
| 00007345 | WW GRAINGER - Purchase | \$271.26 |
| 00007032 | FERGUSON ENT #3069 - Purchase | \$12.77 |
| 00006661 | NORCO INC - Purchase | \$79.89 |
| 00006667 | SUTHERLANDS 2219 - Purchase | \$13.99 |
| 00006672 | PARTY AMERICA CASPER # - Purch | \$6.48 |
| 00007050 | ALSCO SLCAS - Purchase | \$227.84 |
| 00007320 | ATLAS OFFICE PRODUCTS - Purcha | \$5.91 |
| 00007063 | ATLAS OFFICE PRODUCTS - Purcha | \$13.14 |
| 00006962 | B & B RUBBER STAMP SHO - Purch | \$14.75 |
| 00007316 | ALSCO SLCAS - Credit | (\$46.56) |
| 00007212 | TRAILHEAD LODGE - Purchase | \$71.37 |
| 00007206 | USPS 57155804730311021 - Purch | \$33.44 |
| 00007017 | ATLAS OFFICE PRODUCTS - Purcha | \$23.30 |
| 00007015 | DIAMOND VOGEL PAINT #7 - Purch | \$112.03 |
| 00007014 | OLD CHICAGO-CASPER - Purchase | \$49.30 |
| 00006735 | NORCO INC - Purchase | \$77.52 |
| 00006989 | ZIP TRIP 67 07049406 - Purch | \$56.20 |
| 00007230 | NORCO INC - Purchase | \$26.80 |
| 00007202 | SUTHERLANDS 2219 - Purchase | \$10.47 |
| 00006993 | VOLVO OF MILLS - Purchase | \$76.50 |
| 00006988 | 71 CONSTRUCTION INC #1 - Purch | \$3,338.73 |
| 00006812 | BEARING BELT & CHAIN - Purchas | \$67.68 |
| 00007010 | PILOT 00007583 - Purch | \$6.29 |
| 00006988 | 71 CONSTRUCTION INC #1 - Purch | \$4,556.07 |
| 00006645 | ATLAS OFFICE PRODUCTS - Purcha | \$37.62 |
| 00006825 | ATLAS OFFICE PRODUCTS - Purcha | \$6.09 |
| 00007025 | VOLVO OF MILLS - Purchase | \$16.54 |
| 00006995 | VOLVO OF MILLS - Purchase | \$125.29 |
| 00006999 | HD SUPPLY UTILITIES, L - Purch | \$45.00 |
| 00007205 | HOUSTON SUPPLY 20 - Purchase | \$95.24 |
| 00006649 | VOLVO OF MILLS - Purchase | \$114.45 |
| 00007369 | ALSCO SLCAS - Purchase | \$46.56 |
| 00006694 | DOLRTREE 3288 00032888 - Purch | \$12.00 |
| 00006692 | BEARING BELT & CHAIN - Purchas | \$220.82 |
| 00007167 | ATLAS OFFICE PRODUCTS - Purcha | \$53.50 |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|----------|--------------------------------|---------------------|---|
| 00006994 | ALSCO SLCAS - Purchase | \$46.56 | |
| 00006754 | SUTHERLANDS 2219 - Purchase | \$135.54 | |
| 00007306 | ALSCO SLCAS - Credit | (\$227.84) | |
| 00006761 | AMERIGAS propane - Purchas | \$24.70 | |
| 00006599 | SAMSCLUB #6425 - Purchase | \$230.98 | |
| 00007130 | WATERWORKS INDUSTRIES - Purcha | \$63.50 | |
| 00006804 | ATLAS OFFICE PRODUCTS - Purcha | \$6.54 | |
| 00007149 | 71 CONSTRUCTION INC #1 - Purch | \$1,142.91 | |
| 00007225 | TRAILHEAD LODGE - Purchase | \$108.03 | |
| 00006932 | B & B RUBBER STAMP SHO - Purch | \$5.95 | |
| 00007207 | NORCO INC - Purchase | \$200.00 | |
| | | \$14,817.85 | Subtotal for Dept. Water |
| 00006950 | USPS 57155809430310940 - Purch | \$13.68 | |
| 00007097 | ALBERTSONS #2060 - Purchase | \$115.61 | |
| 00007067 | EPASALES - Purchase | \$721.80 | |
| 00006678 | BEARING BELT & CHAIN - Purchas | \$121.85 | |
| 00006635 | AMERICAN WATERWORKS - Purchase | \$255.00 | |
| 00007173 | GFS CHEMICALS INC - Purchase | \$266.77 | |
| 00006706 | ATLAS OFFICE PRODUCTS - Purcha | \$228.19 | |
| 00006867 | WW GRAINGER - Purchase | \$42.08 | |
| 00006778 | CPS DISTRIBUTORS #30 - Purchas | \$3.30 | |
| 00006833 | SUTHERLANDS 2219 - Purchase | \$21.66 | |
| 00006854 | SUTHERLANDS 2219 - Purchase | \$1.88 | |
| 00007322 | CASPER WINNELSON CO - Purchase | \$13.00 | |
| 00007005 | FERGUSON ENT #3069 - Purchase | \$40.72 | |
| 00007360 | DANA KEPNER CO. - Purchase | \$86.94 | |
| 00007060 | DANA KEPNER CO. - Purchase | \$519.00 | |
| 00006777 | CPS DISTRIBUTORS #30 - Purchas | \$19.54 | |
| 00006792 | BEARING BELT & CHAIN - Purchas | \$154.32 | |
| 00007326 | OFFICE MAX | \$73.97 | |
| | | \$2,699.31 | Subtotal for Dept. Water Treatment Plant |
| | | \$197,519.27 | Subtotal for Vendor |

PEAKS TO PLAINS DESIGN, P.C.

1156 AMENDMENT NO 1 - I25/SHOSHONI

| | |
|--------------------|---------------------------------|
| \$19,243.80 | |
| \$19,243.80 | Subtotal for Dept. Parks |
| \$19,243.80 | Subtotal for Vendor |

PERSONNEL EVALUATION INC.

07189 PREHIRE TESTING

| | |
|----------------|--|
| \$40.00 | |
| \$40.00 | Subtotal for Dept. Metro Animal |
| \$40.00 | Subtotal for Vendor |

PHIPPS CONSTRUCTION

2 RETAINAGE

RIN0023175 RETAIN PAY CYB

| | |
|---------------|--|
| (\$4,000.00) | |
| \$4,000.00 | |
| \$0.00 | Subtotal for Dept. Capital Projects |

2 CASPER YOUTH BASEBALL FIELD OF

| | |
|--------------------|---------------------------------|
| \$40,000.00 | |
| \$40,000.00 | Subtotal for Dept. Parks |
| \$40,000.00 | Subtotal for Vendor |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

PINA, CARLOS

0021354197 DEPOSIT/CREDIT REFUND

\$8.35

\$8.35 Subtotal for Dept. Water

\$8.35 Subtotal for Vendor

POLICE DEPT

RIN0023217 BUY FUND REIMBURSE

\$597.65

\$597.65 Subtotal for Dept. Police Grants

\$597.65 Subtotal for Vendor

PRECISION MEASUREMENT, INC.

70883 AIR TRAILER ANALYSIS

\$70.00

\$70.00 Subtotal for Dept. Fire

\$70.00 Subtotal for Vendor

PREVENTIONS MGT ORGANIZATION

RIN0023194 TEXT TO TIP AD

\$1,473.33

\$1,473.33 Subtotal for Dept. Communications Center

\$1,473.33 Subtotal for Vendor

PUBLIC TECHNOLOGY, INC.

481 CITY-WIDE TECHNOLOGY ASSESSMEN

\$25,000.00

\$25,000.00 Subtotal for Dept. Information Services

\$25,000.00 Subtotal for Vendor

PURCHASE ADVANTAGE CARD

RIN0023172 MEETING EXPENSE

\$50.95

\$50.95 Subtotal for Dept. Council

\$50.95 Subtotal for Vendor

QUALITY OFFICE SOLUTIONS

0050070-002 OFFICE SUPPLIES

\$157.95

0050072-001 OFFICE SUPPLIES

\$198.57

0050008-001 OFFICE SUPPLIES

\$119.73

0050249-001 OFFICE SUPPLIES

\$183.90

0050199-001 OFFICE SUPPLIES

\$307.99

0049997-001 OFFICE SUPPLIES

\$183.90

0050131-001 OFFICE SUPPLIES

\$56.92

0050204-001 OFFICE SUPPLIES

\$111.96

0050125-001 OFFICE SUPPLIES

\$310.17

0050070-001 OFFICE SUPPLIES

\$25.95

0050270-001 OFFICE SUPPLIES

\$270.94

\$1,927.98 Subtotal for Dept. Police

\$1,927.98 Subtotal for Vendor

R&R REST STOPS

26323 PORTABLES

\$363.88

26325 PORTABLES

\$240.44

26326 PORTABLES

\$240.44

26322 PORTABLES

\$310.32

26321 PORTABLES

\$363.88

26324 PORTABLES

\$240.44

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | | |
|----------------------------------|-------------------------------|---------------------|--|
| | \$1,759.40 | Subtotal for Dept. | Parks |
| | \$1,759.40 | Subtotal for Vendor | |
| RAILROAD MGMT CO III, LLC | | | |
| 304246 | 42-INCH SEWER CROSSING | \$146.16 | |
| | | \$146.16 | Subtotal for Dept. Waste Water |
| | | \$146.16 | Subtotal for Vendor |
| RESPOND FIRST AID, LLC. | | | |
| 133892 | FIRST AID KIT REFILLS | \$212.81 | |
| | | \$212.81 | Subtotal for Dept. Police |
| | | \$212.81 | Subtotal for Vendor |
| RICHARD SCHWAHN | | | |
| RIN0023192 | INSTRUCTOR FEE | \$300.00 | |
| | | \$300.00 | Subtotal for Dept. Metro Animal |
| | | \$300.00 | Subtotal for Vendor |
| RICOH USA INC | | | |
| 5028801410 | COPIER MAINT | \$31.35 | |
| | | \$31.35 | Subtotal for Dept. Police |
| | | \$31.35 | Subtotal for Vendor |
| RMI | | | |
| 163291 | DIAMOND CUP WHEEL | \$161.45 | |
| | | \$161.45 | Subtotal for Dept. Ice Arena |
| 160663CM | CREDIT MEMO | (\$139.23) | |
| | | (\$139.23) | Subtotal for Dept. Refuse Collection |
| | | \$22.22 | Subtotal for Vendor |
| ROBERT MORRISON | | | |
| RIN0023195 | REISSUE UNCLAIMED HLTH INS CK | \$38.12 | |
| | | \$38.12 | Subtotal for Dept. General Fund |
| RIN0023233 | REFUND RETIREMENT PREMIUM | \$0.22 | |
| RIN0023233 | REFUND RETIREMENT PREMIUM | \$403.90 | |
| | | \$404.12 | Subtotal for Dept. Health Insurance |
| | | \$442.24 | Subtotal for Vendor |
| ROCKY MOUNTAIN POWER | | | |
| RIN0023116 | ENERGY- ELECTRICITY | \$42,020.44 | |
| RIN0023116 | ENERGY- ELECITCITY | \$7,246.59 | |
| | | \$49,267.03 | Subtotal for Dept. Water Treatment Plant |
| | | \$49,267.03 | Subtotal for Vendor |
| ROPEWAY DESIGN INC | | | |
| 13-89 | HOGADON MAGIC CARPET | \$6,403.18 | |
| | | \$6,403.18 | Subtotal for Dept. Hogadon |
| | | \$6,403.18 | Subtotal for Vendor |
| ROTARY CLUB OF CASPER | | | |
| 1546 | ASSOCIATION DUES | \$207.00 | |
| | | \$207.00 | Subtotal for Dept. City Manager |

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

\$207.00 Subtotal for Vendor

RYAN HIEB

5835761366 REIMBURSE FOR MEMBERSHIP DUES

\$25.00

\$25.00 Subtotal for Dept. Police

\$25.00 Subtotal for Vendor

SARAH SZEWCZYK

RIN0023200 REIMB TUITION

\$372.00

\$372.00 Subtotal for Dept. Municipal Court

\$372.00 Subtotal for Vendor

SHEET METAL SPECIALTIES, INC.

37312 HVAC REPAIRS/SWDF & CAT SHED

\$286.90

\$286.90 Subtotal for Dept. Balefill

\$286.90 Subtotal for Vendor

SOLARWINDS WORLDWIDE, LLC.

IN149621 SERVER ROOM UPGRADE

\$6,000.00

\$6,000.00 Subtotal for Dept. City Manager

\$6,000.00 Subtotal for Vendor

STARR GIORGI

RIN0023188 MILEAGE

\$46.07

\$46.07 Subtotal for Dept. Information Services

\$46.07 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

RIN0023231 SALES TAX

\$13.11

\$13.11 Subtotal for Dept. Aquatics

RIN0023231 SALES TAX

\$0.75

\$0.75 Subtotal for Dept. Balefill

RIN0023231 SALES TAX

\$10.71

RIN0023231 SALES TAX

\$232.81

RIN0023231 SALES TAX

\$303.42

RIN0023231 SALES TAX

\$7.14

RIN0023231 SALES TAX

\$68.10

RIN0023231 SALES TAX

\$44.02

RIN0023231 SALES TAX

\$606.34

RIN0023231 SALES TAX

\$1.52

RIN0023231 SALES TAX

\$140.63

RIN0023231 SALES TAX

\$133.15

RIN0023231 SALES TAX

\$5,055.17

\$6,603.01 Subtotal for Dept. Casper Events Center

RIN0023231 SALES TAX

\$122.65

\$122.65 Subtotal for Dept. Fort Caspar

RIN0023231 SALES TAX

(\$451.59)

(\$451.59) Subtotal for Dept. General Fund Revenue

RIN0023231 SALES TAX

\$396.27

\$396.27 Subtotal for Dept. Ice Arena

RIN0023231 SALES TAX

\$12.55

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

STEFANIE JOHNSON
RIN0023141 MILEAGE

\$12.55 Subtotal for Dept. Recreation
\$6,696.75 Subtotal for Vendor

STELLAR PROGRAMMING & CONSULTING
1918 PROGRAMMING & CONSULTING

\$115.16
\$115.16 Subtotal for Dept. Fort Caspar
\$115.16 Subtotal for Vendor

STEVE FREEL
RIN0023216 TUITION/BOOK REIMBURSEMENT

\$4,592.50
\$4,592.50 Subtotal for Dept. Refuse Collection
\$4,592.50 Subtotal for Vendor

STEVEN NUNN
325244 CLOTHING ALLOWANCE

\$324.90
\$324.90 Subtotal for Dept. Police
\$324.90 Subtotal for Vendor

STOTZ EQUIPMENT
P18683 WHEEL

\$125.97
\$125.97 Subtotal for Dept. Police
\$125.97 Subtotal for Vendor

TERRACON
T479805 ENVIRONMENTAL MONITORING/REPOR

\$146.70
\$146.70 Subtotal for Dept. Garage
\$146.70 Subtotal for Vendor

TETRA TECH INC.
132042 AERBIC SPORE TEST

\$2,970.00
\$2,970.00 Subtotal for Dept. Balefill
\$2,970.00 Subtotal for Vendor

THE HON COMPANY
575648 SERVER ROOM UPGRADE

\$933.00
\$933.00 Subtotal for Dept. Water Treatment Plant
\$933.00 Subtotal for Vendor

THE J.P. COOKE CO.
266758 ANIMAL SUPPLIES

\$1,926.53
\$1,926.53 Subtotal for Dept. City Manager
\$1,926.53 Subtotal for Vendor

TIFFANY HOCKADAY
400300127793 CLOTHING ALLOWANCE

\$776.46
\$776.46 Subtotal for Dept. Metro Animal
\$776.46 Subtotal for Vendor

TIM DACH

\$54.52
\$54.52 Subtotal for Dept. Metro Animal
\$54.52 Subtotal for Vendor

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

N32634 REIMB FOR OUTERWARE

\$19.00

\$19.00 Subtotal for Dept. Buildings And Grounds

\$19.00 Subtotal for Vendor

TIRE DISTRIBUTION SYSTEMS, INC

751-19468 LOADER TIRE REPAIR

\$323.50

\$323.50 Subtotal for Dept. Balefill

\$323.50 Subtotal for Vendor

TLO, INC

RIN0023191 DATA ACCESS

\$111.25

\$111.25 Subtotal for Dept. Police

\$111.25 Subtotal for Vendor

TOMMY ANDERSON

RC00001000176588 BOOT REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Water

\$75.00 Subtotal for Vendor

TOOLE DESIGN GROUP

7032DECFINAL CASPER AREA TRAILS, PATH AND

7032DECFINAL CASPER AREA TRAILS, PATH AND

\$5,818.56

\$611.50

\$6,430.06 Subtotal for Dept. Metropolitan Planning

\$6,430.06 Subtotal for Vendor

TOP OFFICE PRODUCTS

136700 COPIES

\$150.07

\$150.07 Subtotal for Dept. City Attorney

136547 COPIES

\$32.42

\$32.42 Subtotal for Dept. Garage

136547 COPIES

\$58.10

\$58.10 Subtotal for Dept. Refuse Collection

\$240.59 Subtotal for Vendor

TRETO CONST.

RIN0023212 FRONTIER PEDESTRIAN PATHWAY PR

\$9,522.00

\$9,522.00 Subtotal for Dept. Streets

\$9,522.00 Subtotal for Vendor

UNITED PARCEL SVC.

0000F44F14523 AIRBILL

\$8.07

\$8.07 Subtotal for Dept. Fort Caspar

0000F44F14523 AIRBILL

\$13.72

\$13.72 Subtotal for Dept. Information Services

00008F045W523 AIRBILL

\$111.78

00008F045W503 AIRBILL

\$120.28

00008F045W513 AIRBILL

\$120.28

\$352.34 Subtotal for Dept. Water Treatment Plant

\$374.13 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

000152193 MEDICAL TESTING

\$45.00

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

1742774 MEDICAL TESTING

\$135.00

\$180.00 Subtotal for Dept. Communications Center

1769034 DOT DRUG SCREENING

\$415.00

1769035 NON-DOT DRUG SCREEN

\$35.00

\$450.00 Subtotal for Dept. Human Resources

\$630.00 Subtotal for Vendor

VEGA, CLAUDINA

0021307738 DEPOSIT/CREDIT REFUND

\$21.50

\$21.50 Subtotal for Dept. Water

\$21.50 Subtotal for Vendor

VERIZON WIRELESS

9716858257 WIRELESS SERVICE

\$121.84

9717569927 WIRELESS SERVICE

\$88.65

\$210.49 Subtotal for Dept. Communications Center

9717180916 WIRELESS SERVICE

\$40.01

\$40.01 Subtotal for Dept. Fire

9717569927 WIRELESS SERVICE

\$178.91

\$178.91 Subtotal for Dept. Metro Animal

9717569927 WIRELESS SERVICE

\$134.89

9717569928 WIRELESS SERVICE

\$2,401.38

\$2,536.27 Subtotal for Dept. Police

\$2,965.68 Subtotal for Vendor

VERMEER SALES & SVC. OF COLORADO

S40592A EQUIP REPAIR#1VR239201B1000149

\$8,744.02

\$8,744.02 Subtotal for Dept. Property & Liability Insurance

\$8,744.02 Subtotal for Vendor

VISITS LLC

404 CAR WASHES

\$35.00

\$35.00 Subtotal for Dept. Code Enforcement

401 CAR WASHES

\$123.60

\$123.60 Subtotal for Dept. Police

\$158.60 Subtotal for Vendor

WAHILANI-ULUSALE, BRISON

0021307739 DEPOSIT/CREDIT REFUND

\$12.16

\$12.16 Subtotal for Dept. Water

\$12.16 Subtotal for Vendor

WARDROBE CLEANERS, INC.

96371 DRY CLEANING - SHIRT

\$12.30

95225 DRY CLEANING

\$26.50

97249 SHIRTS & SEWING

\$21.30

92359 DRY CLEANING

\$7.75

92472 DRY CLEANING

\$29.15

95936 DRY CLEANING

\$12.30

97433 PATCH WORKS & DRY CLEANING

\$18.20

\$127.50 Subtotal for Dept. Fire

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

94099 UNIFORMS

\$9.30

96245 UNIFORMS

\$9.30

\$18.60 Subtotal for Dept. Police

\$146.10 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0023183 WTR USAGE

\$15.40

\$15.40 Subtotal for Dept. Water Treatment Plant

\$15.40 Subtotal for Vendor

WASHECHEK, JENNIFER

0021307740 DEPOSIT/CREDIT REFUND

\$59.67

\$59.67 Subtotal for Dept. Water

\$59.67 Subtotal for Vendor

WEAR PARTS, INC.

303655 BOLT, CARRIAGE

\$31.24

303721 BOLTS

\$79.01

303655 BOLTS

\$12.60

\$122.85 Subtotal for Dept. Garage

\$122.85 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC13001-1007 FIRE STATION #1 EMERGENCY

\$407.50

\$407.50 Subtotal for Dept. Fire

\$407.50 Subtotal for Vendor

WESTERN IDENTIFICATION NETWORK, INC.

101144 PRO RATED MAINT AGREE

\$3,150.00

\$3,150.00 Subtotal for Dept. Police

\$3,150.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

131550005 ROBERTSON RD WATER MAIN PROJ

\$1,292.25

\$1,292.25 Subtotal for Dept. Water

\$1,292.25 Subtotal for Vendor

WOLF GANG OF WY

1006 CABLE CHANNEL 3 PRODUCTION SER

\$3,833.33

\$3,833.33 Subtotal for Dept. Council

\$3,833.33 Subtotal for Vendor

WORLDWASH

8537 KITCHEN EXHAUST SYSTEM CLEANIN

\$1,385.00

\$1,385.00 Subtotal for Dept. Casper Events Center

\$1,385.00 Subtotal for Vendor

WY. MACHINERY CO.

R12003061 CREDIT MEMO

(\$5,527.50)

R1200307 SCRAPER RENTAL FEES

\$5,527.50

R1200306 SCRAPER RENTAL

\$5,527.50

\$5,527.50 Subtotal for Dept. Balefill

PO 3535917 FILTER,AIR 141401

\$155.24

Bills and Claims

City of Casper

08-Jan-14 to 21-Jan-14

| | | |
|------------------------------|----------------------------|---------------|
| PO 3535917 FILTER,AIR 141401 | \$139.34 | |
| PO 3535917 FILTER, OIL | \$65.34 | |
| PO 3534338 CAP,OIL | \$5.17 | |
| PO 3535917 FILTER | \$111.84 | |
| PO 3535917 FILTER, FUEL | \$131.52 | |
| \$608.45 | Subtotal for Dept. | Garage |
| \$6,135.95 | Subtotal for Vendor | |

WY. STEEL & RECYCLING IRON & METALS, INC.
120647 REMOVAL OF A REFRIGERATOR

| | | |
|----------------|----------------------------|-------------------------|
| \$15.00 | | |
| \$15.00 | Subtotal for Dept. | Code Enforcement |
| \$15.00 | Subtotal for Vendor | |

WYOMING GEOSPATIAL ORGANIZATION
193 DUES C LAKE

| | | |
|----------------|----------------------------|-----------------|
| \$20.00 | | |
| \$20.00 | Subtotal for Dept. | Planning |
| \$20.00 | Subtotal for Vendor | |

Grand Total **\$2,064,328.85**

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 01/21/14

Payroll Disbursements

| | | |
|---------|-----------------------|---------------|
| 1/6/14 | Exceptions Payroll | \$ 23,408.95 |
| 1/6/14 | Benefits & Deductions | \$ 2,828.03 |
| 1/13/14 | Fire Payroll | \$ 166,606.09 |
| 1/13/14 | Benefits & Deductions | \$ 30,563.96 |

| | |
|----------------------|-----------------------------|
| Total Payroll | <u>\$ 223,407.03</u> |
|----------------------|-----------------------------|

Additional Fees

| | |
|-------------------|--------------------|
| Total Fees | <u>\$ -</u> |
|-------------------|--------------------|

Additional AP

| | |
|----------------------------|--------------------|
| Total Additional AP | <u>\$ -</u> |
|----------------------------|--------------------|

January 13, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: Issuance of a Transfer of Ownership of Restaurant Liquor License #2

Recommendation:

That Council, by minute action, authorize the Transfer of Ownership of Restaurant Liquor License #2 from Wagons West Real Estate Holdings, LLC to Wagons West Management, LLC, d.b.a. Pizza Ranch, located at 5011 East 2nd Street.

Summary:

An application has been received for a Restaurant Liquor License, from Wagons West Real Estate Holdings, LLC to Wagons West Management, LLC, d.b.a. Pizza Ranch, located at 5011 East 2nd Street. The same owners of Wagons West Real Estate Holdings, LLC, created a new LLC, Wagons West Management, LLC to transfer this Restaurant Liquor License.

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

January 15, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of Zone Change of Lot 1 and Tract A of the Betty Luker Parkway Campus, Lot 1 Addition to the City of Casper, located at 5725 Highland Drive, from HM (Hospital Medical) to C-2 (General Business).
Applicant: Highland Park Community Church.

Recommendation:

That Council, by ordinance, approve a zone change of Lot 1 and Tract A of the Betty Luker Parkway Campus, Lot 1 Addition to the City of Casper, located at 5725 Highland Drive, from HM (Hospital Medical) to C-2 (General Business

Summary:

The Highland Park Community Church has requested a zone change of the property located at 5725 Highland Drive from HM (Hospital Medical) to C-2 (General Business). The subject property was annexed, platted and zoned as HM (Hospital Medical) in the summer of 2009. The property is approximately 21-acres in size, and is currently occupied by the Highland Park Community Church. Zoning in the surrounding area is a mix of PUD (Planned Unit Development), HM (Hospital Medical), and C-2 (General Business).

The reason for the request to change the zoning of the property is to allow additional building signage for the church. Under the current HM (Hospital Medical) zoning of the property, the church is permitted to have a maximum of four hundred (400) square feet of signage for the entire site. The maximum size of a wall sign under the HM (Hospital Medical) zoning is limited to two hundred (200) square feet. The building footprint of the church is approximately 82,400 square feet, or approximately two (2) acres. The applicant feels that in order for the size of the wall signs to be proportional to the size of the building, they must be larger than is currently allowed. Under C-2 (General Business) zoning, the allowable signage would be increased to six hundred (600) square feet for the entire site, with individual wall signs permitted to be up to three hundred (300) square feet in size.

Two (2) options were presented to the applicant to accommodate their desire for additional signage. The first option would be to apply for an exception/variance to allow for additional signage. This option was not recommended by staff because of the difficulty in meeting the necessary findings for the approval of an exception/variance, particularly, there is no hardship that denies them of the use of the property. The second

option, which the Planning and Zoning Commission approved, is to apply for a zone change of the property. The current HM (Hospital Medical) zoning classification of the property was chosen by the applicant in 2009 when the property was annexed; however, had the applicant requested C-2 (General Business) zoning at that time, staff would have recommended in favor of it because the nature of the area is commercial. The Casper Area Comprehensive Land Use Plan provides no direction on the desired future land use of this property because when the Plan was completed in 2000, it did not envision growth and development this far to the east. Staff recommends that the Planning and Zoning Commission approve the requested zone change because C-2 (General Business) zoning fits with the commercial nature of the surrounding area, and the applicant's desire for additional signage is reasonable, based on the scale and mass of the Church structure.

The Planning and Zoning Commission approved the zone change at their public hearing on December 12, 2013, and is forwarding a "do-pass" recommendation to the City Council. There were no public comments, either for or against the proposed zone change.

HIGHLAND PARK COMMUNITY CHURCH



ORDINANCE NO. _____

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT 1, AND TRACT A OF THE BETTY LUKER PARKWAY CAMPUS, LOT 1 ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification HM (Hospital Medical) to C-2 (General Business); and,

WHEREAS, after a public hearing on December 12, 2013, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 1 and Tract A of the Betty Luker Parkway Campus, Lot 1 Addition , more commonly known as 5725 Highland Drive, is hereby rezoned from zoning classification, HM (Hospital Medical) to C-2 (General Business).

SECTION 2:

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

PASSED on 1st reading the ____ 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:

A handwritten signature in cursive script, appearing to read "Walter F. ...", is written above a horizontal line.

ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul Meyer
Mayor

ORDINANCE NO. 30-13

AN ORDINANCE APPROVING THE GOSFIELD VILLAGE ADDITION NO. 4 SUBDIVISION AGREEMENT AND THE FINAL PLAT AND ACCOMPANYING SITE PLAN OF GOSFIELD VILLAGE ADDITION NO. 4, COMPRISING 47.14 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of Gosfield Village Addition No. 4, creating 89 lots (the “plat”); and,

WHEREAS, the plat consists of previously unplatted land located within the Centennial Hills PUD (Planned Unit Development); and,

WHEREAS, the Centennial Hills PUD guidelines require the submittal of an accompanying site plan at the time a new “village” is platted; and,

WHEREAS, the applicant has submitted a site plan for approval, in conjunction with the plat, as required; and,

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

WHEREAS, the plat and accompanying site plan require 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 the City Council approve, with conditions, the request to plat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat, accompanying site plan, and subdivision agreements should be approved.

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Gosfield Village Addition No. 4 Subdivision Agreement.

SECTION 2:

That the final plat and accompanying site plan of the Gosfield Village Addition No. 4 are hereby approved under terms and conditions of the Gosfield Village Addition No. 4 Subdivision Agreement.

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 17th day of December, 2013.

PASSED on 2nd reading the 7th day of January, 2014.

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

APPROVED AS TO FORM:

Walter Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul Meyer
Mayor

ORDINANCE NO. 29-13

AN ORDINANCE APPROVING THE FINAL PLAT OF THE OYD NO. 2 SUBDIVISION, COMPRISING 22,900 SQUARE FEET, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of the OYD No. 2 Subdivision, creating two (2) lots (the "plat"); and,

WHEREAS, the plat consists of previously unplatted land being a portion of the SE1/4NW1/4 of Section 9, T.33N., R79W., 6th P.M. Natrona County, Wyoming; and,

WHEREAS, the plat 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 the City Council approve the request to plat the above referenced property; and,

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

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

SECTION 1:

That the final plat of the OYD No. 2 Subdivision is hereby approved.

SECTION 2:

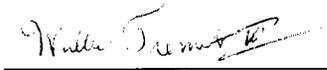
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 17th day of December, 2013.

PASSED on 2nd reading the 1th day of January, 2014.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul Meyer
Mayor

ORDINANCE NO. 1-14

AN ORDINANCE APPROVING THE HEIGHTS ADDITION NO. 2 SUBDIVISION AGREEMENT, AND THE FINAL PLAT OF THE HEIGHTS ADDITION NO. 2, COMPRISING 15.44-ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of The Heights Addition No. 2, creating five (5) lots (the “plat”); and,

WHEREAS, the plat consists of previously unplatted land being a portion of the SE1/4SW1/4 and SW1/4SW1/4 of Section 8, T.33N., R78W., 6th P.M., Natrona County, Wyoming, and a vacation and replat of The Heights Addition, Lots 15 and 16, Block 4; and,

WHEREAS, the proposed subdivision is located within the boundaries of the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, subdivisions located in the McMurry Business Park PUD (Planned Unit Development) require the submittal, and approval by the City, of an accompanying sub-area plan; and,

WHEREAS, a sub-area plan was not submitted with the plat for The Heights Addition No. 2; therefore, prior to the development of any of the lots within the subdivision, a sub-area plan must be provided for review and approval by the City, pursuant to the McMurry Business Park PUD (Planned Unit Development) Guidelines, approved by the City Council in July of 2005, as may be amended; and,

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

WHEREAS, the plat 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 the City Council approve the request to plat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat 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 Mayor is hereby authorized and directed to execute, and the City Clerk to attest, The Heights Addition No. 2 Subdivision Agreement.

SECTION 2:

That the final plat of The Heights Addition No. 2 is hereby approved under terms and conditions of The Heights Addition No. 2 Subdivision Agreement, and with the restriction that none of the lots in the subdivision may be developed until a sub-area plan is reviewed and approved by the City, pursuant to the McMurry Business Park PUD (Planned Unit Development) Guidelines approved by the City Council in July of 2005, as may be amended.

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 th 7 day of January, 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:

William Turnbough

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul Meyer
Mayor

ORDINANCE NO. 2-14

AN ORDINANCE APPROVING A ZONE CHANGE FOR THE SOUTH 52 ½ FEET OF THE EAST 90 FEET OF LOT 8, BLOCK 2, BEVERLY ADDITION, AND THE 17'6" OF VACATED BEVERLY STREET ADJACENT TO AND EAST OF THE 52 ½ FEET OF THE EAST 90 FEET OF LOT 8, BLOCK 2, BEVERLY ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above-described property from zoning classification R-2 (One Unit Residential) to C-2 (General Business); and,

WHEREAS, after a public hearing on November 26, 2013, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

The south 52 ½ feet of the east 90 feet of Lot 8, Block 2, Beverly Addition, and the 17'6" of Vacated Beverly Street Adjacent to and east of the 52 ½ feet of the east 90 feet of Lot 8, Block 2, Beverly Addition, more commonly known as 162 South Beverly Street, is hereby rezoned from zoning classification, R-2 (One Unit Residential) to C-2 (General Business).

SECTION 2:

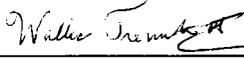
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 7th day of January, 2014.

PASSED on 2nd reading the ____ day of _____, 2014.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul Meyer
Mayor

January 14, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Chris Walsh, Chief of Police
SUBJECT: Proposed Changes to the Casper Municipal Code Regarding Liquor Licensing and the Demerit System.

Recommendation:

Second Reading:

That Council, by ordinance, amend certain sections of Chapter 5.08 of the Casper Municipal Code pertaining to Liquor Licensing and the Demerit System.

Summary:

After First Reading on 1/7/14, one minor language change was made to 5.08.290 (D)(2), and one correction was made to the chart in 5.08.190. See numbers 1.a, and 2 below in italics.

The police department, in conjunction with several Casper liquor license holders, have identified shortcomings and gaps in the existing liquor license code and demerit system which are creating hardships for license holders, and enforcement issues for the police.

The proposed revisions pertain to the following Sections and Paragraphs:

1. Add paragraphs H and I to Section 5.08.290
 - a. Add the related violation demerits to chart in Section 5.08.190.B (*correction to 5.08.290(I): SIGNAGE VIOLATION demerit points changed from 50 to 10*).
2. Amend paragraphs D.1 and D.2 of Section 5.08.190. (*Added sentence to 5.08.190(D)(2)*)
3. Amend demerit chart in section 5.08.190.B to consolidate separate sales to minors violation demerits from sections 5.08.350 to 5.08.380, into one violation demerit system.
4. Add subparagraphs B.1 and B.2 to Section 5.08.190

An Ordinance has been prepared for Council's consideration.

ORDINANCE NO. 3-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 5.08, AND OMITTING SECTION 5.08.420, OF THE CASPER MUNICIPAL CODE PERTAINING TO ALCOHOLIC BEVERAGES.

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

Section 1:

That new paragraphs "H" and "I" of Section 5.08.290, of the Casper Municipal Code shall be created to read as follows:

- H. LICENSEE, EMPLOYEE, OR LICENSED OPERATOR IS TO BE IN LICENSED ROOM AT ALL TIMES DURING HOURS OF OPERATION.
- I. ALL LICENSEES ARE REQUIRED TO POST SIGNAGE ON ALL EXITS FROM LICENSED ROOMS STATING "NO ALCOHOL BEYOND THIS POINT PER OPEN CONTAINER ORDINANCE 5.08.420."

Section 2:

That paragraphs D.1 and D.2 of Section 5.08.190 of the Casper Municipal Code shall be amended to read as follows:

- D. 1. In the event that a licensee, OR WITH THE LICENSEE'S PRIOR KNOWLEDGE OF THE ACTION LEADING TO THE CONVICTION, its agent or employee is convicted of illegally distributing or possessing with intent to distribute a controlled substance in the licensed premises, in any court, the licensee shall acquire one hundred FIFTY points.
- 2. In the event that a third party is convicted of illegally distributing or possessing with intent to distribute a controlled substance in the licensed premises, and the city council finds that there is substantial evidence that such occurred with the LICENSEE'S, OR ITS AGENT'S OR EMPLOYEE'S PRIOR KNOWLEDGE WHILE EMPLOYED WITHIN THE LICENSEE'S ESTABLISHMENT, OF THE ACTION LEADING TO THE CONVICTION, and that licensee, its agent or employee did not report his or her knowledge of such sale or possession to a peace officer, as that term is defined in Wyoming Statutes Section 7-2-101 (1977), as soon as practicable, the licensee shall acquire ONE HUNDRED fifty points.

Section 3:

That the demerit violation list under paragraph B of Section 5.08.190 of the Casper Municipal Code shall be amended to read as follows (changes highlighted in yellow):

| City Code Section or Chapter | Type of Violation | Point Value |
|------------------------------|--|--------------|
| <u>5.08.050</u> | Failure to notify city of changes in application information | 25 |
| <u>5.08.080(C)</u> | Special malt beverage permit violation: | |
| | Selling alcoholic liquor other than malt beverages | 25 |
| | Malt beverage sold for consumption off authorized premises | 25 |
| <u>5.08.090(B)</u> | Catering permit violation: | |
| | Selling or permitting consumption of alcoholic liquor or malt beverage off the authorized premises | 25 |
| <u>5.08.160</u> | Failure to display license | <u>10</u> |
| <u>5.08.180</u> | Unlawful sale or transfer of license or permit | <u>5</u> |
| <u>5.08.180</u> | Unlawful expansion of license or permitted facility | 50 |
| <u>5.08.185</u> | Providing false information on license application | 50 |
| <u>5.08.200</u> | Fraternal club permit violation: | |
| | Selling alcoholic liquor or malt beverage for consumption off the licensed premises | 25 |
| | Selling alcoholic liquor or malt beverage for consumption by other than members and their accompanied guests | 25 |
| <u>5.08.210</u> | Drive-in area violation | 25 |
| <u>5.08.230</u> | Drugstore sale violation | 25 |
| <u>5.08.240</u> | Resort retail license violation: | |
| | Improper transfer of license | 50 |
| | Selling alcoholic beverages or malt liquor for consumption off premises owned or leased by the licensee | 25 |
| <u>5.08.280</u> | Restaurant license sale violation | 25 |
| <u>5.08.290(B)</u> | Retail liquor license location violation | 25 |
| <u>5.08.290(C)</u> | Retail liquor license sale violation | 25 |
| <u>5.08.290(E)</u> | Repealed | |
| <u>5.08.290(H)</u> | LICENSEE, EMPLOYEE, OR LICENSED OPERATOR OFF PREMISES VIOLATION | 50 |
| <u>5.08.290(I)</u> | SIGNAGE VIOLATION | 50-10 |
| <u>5.08.320</u> | Hours of sale violation: | |

| | | |
|------------------------|--|-----------|
| | Per violation | 25 |
| <u>5.08.330</u> | Off-premises storage violation | 25 |
| <u>5.08.340</u> | On-premises violations: | |
| | Prostitution | 50 |
| | Public indecency | 10 |
| | Obscenity | 10 |
| <u>5.08.290(D)</u> | | |
| or <u>5.08.340</u> | Gambling | 10 |
| | Any other violation of this chapter | 25 |
| <u>Chapter 15.40</u> | Violation of occupancy limit (fire code) | 25 |
| | Failure to maintain: | |
| | Exits and emergency escapes | 25 |
| | Fire protection and life safety systems | 25 |
| | Unauthorized use of pyrotechnic special effects material | 25 |
| <u>5.08.350</u> | Minor illegally on premises | |
| | Per violation | 35 |
| <u>5.08.360(B)</u> | FAILURE TO CHECK IDENTIFICATION | |
| <u>5.08.360(A)(B)</u> | Sale or gift to minor | |
| | Per violation | 35 |
| <u>5.08.350 to 380</u> | FIRST VIOLATION WITHIN 12 MONTHS | 25 |
| | SECOND VIOLATION WITHIN 12 MONTHS | 50 |
| | THIRD VIOLATION WITHIN 12 MONTHS | 75 |

Section 4:

That new subparagraphs B.1 and B.2 of Section 5.08.190 of the Casper Municipal Code shall be created to read as follows:

- B. 1. LIQUOR LICENSEE WILL BE GRANTED A ONE-TIME, NON-ACCUMULATION OF POINTS FOR FIRST-TIME VIOLATIONS OF ANY OF THE CODES NUMBERED 5.08.350 THROUGH 5.08.380, PROVIDED THAT THE ESTABLISHMENT HAS ALL ALCOHOL SERVER STAFF/EMPLOYEES “TIPS” TRAINED (TRAINING FOR INTERVENTION PROCEDURES).
- 2. LICENSEE NEW HIRES WILL BE GRANTED A 30-DAY GRACE PERIOD TO OBTAIN THEIR TIPS TRAINING TO BE ELIGIBLE FOR

THE NON-ACCUMULATION OF POINTS DESCRIBED ABOVE IN
SECTION 5.08.190.B.1.

Section 5:

This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on the first reading this 7th day of January, 2014.

PASSED on the second reading this _____ day of _____, 2014.

PASSED, APPROVED AND ADOPTED on the third reading 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

ORDINANCE NO. 4-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTERS 6.04 OF THE CASPER MUNICIPAL CODE PERTAINING TO ANIMALS.

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

Section 1:

That the existing paragraph 27 under Section 6.04.010 of the Casper Municipal Code shall be numbered "a", and a new paragraph "b" shall be created to read as follows:

27. a. "Restraint" An animal shall be considered under "restraint" if it is within the real property limits of its owner, or secured by a leash no longer than ten feet in length.
- b. "TETHER OR TETHERING" MEANS TO RESTRAIN A DOG BY TYING THE DOG TO ANY OBJECT OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, A HOUSE, TREE, FENCE, POST, POLE, GARAGE, OR SHED OR SIMILAR STRUCTURE OR OBJECT, BY ANY MEANS, INCLUDING, BUT NOT LIMITED TO, A CHAIN, ROPE, CORD, LEASH, OR RUNNING LINE. "TETHERING" SHALL NOT INCLUDE USING A LEASH TO WALK A DOG.

Section 2:

That a new paragraph H of Section 6.04.180 of the Casper Municipal Code shall be created to read as follows:

- H. NO PERSON SHALL TETHER A DOG WHILE THE DOG IS OUTDOORS, OR WITHIN ANY STRUCTURE THAT IS NOT THE DOG OWNER'S HOME, EXCEPT WHEN ALL OF THE FOLLOWING CONDITIONS ARE MET:
 - a. THE DOG IS IN VISUAL RANGE OF A RESPONSIBLE PARTY.
 - b. THE TETHER IS CONNECTED TO THE DOG BY A WELL FITTED, BUCKLE-TYPE COLLAR OR A BODY HARNESS MADE OF NYLON OR LEATHER, NOT LESS THAN ONE INCH IN WIDTH.
 - c. THE TETHER HAS THE FOLLOWING PROPERTIES: IT IS AT LEAST FIVE (5) TIMES THE LENGTH OF THE DOG'S BODY, AS MEASURED FROM THE TIP OF THE NOSE TO THE BASE OF THE TAIL; IT TERMINATES AT BOTH ENDS WITH A SWIVEL; IT DOES NOT WEIGH MORE THAN TEN (10) PERCENT OF THE DOG'S WEIGHT. THE TETHER SHALL BE NO LESS THAN TEN (10) FEET IN LENGTH.
 - d. THE DOG IS TETHERED IN SUCH A MANNER AS TO PREVENT INJURY, STRANGULATION, OR ENTANGLEMENT.
 - e. THE TETHER SHALL CONFINE THE DOG TO THE OWNER'S PROPERTY.

- f. THE DOG IS NOT OUTSIDE DURING A PERIOD OF EXTREME WEATHER, INCLUDING, WITHOUT LIMITATION, EXTREME HEAT OR NEAR-FREEZING TEMPERATURES, THUNDERSTORMS, TORNADOES.
- g. THE DOG HAS ACCESS TO WATER, SHELTER, AND DRY GROUND.
- h. THE DOG IS AT LEAST SIX (6) MONTHS OF AGE. PUPPIES SHALL NOT BE TETHERED.
- i. THE DOG IS NOT SICK OR INJURED.
- j. PULLEY, RUNNING LINE, OR TROLLEY SYSTEMS ARE AT LEAST FIFTEEN (15) FEET IN LENGTH AND ARE LESS THAN SEVEN (7) FEET ABOVE THE GROUND. IF THERE ARE MULTIPLE DOGS, EACH DOG IS TETHERED SEPARATELY.
- k. THE DOG IS NOT TETHERED MORE THAN 10 (TEN) HOURS IN A TWENTY-FOUR (24) HOUR PERIOD.

Section 3:

This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on the first reading this 7th day of January, 20 .

PASSED on the second reading this day of , 20 .

PASSED, APPROVED AND ADOPTED on the third reading this day of , 20 .

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul Meyer
Mayor

December 23, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Tracey Belser, Human Resources Director 
SUBJECT: National Benefits Services (NBS) Contract

Recommendation:

That Council, by resolution, authorize a contract between NBS and the City of Casper for section 125 Dependent Care Flexible Spending Account and Health Flexible Spending Account administration services.

Summary:

The City of Casper section 125 Dependent Care Flexible Spending Account and Health Flexible Spending Account administration services have been administered through NBS since January 1, 2013. The option for employees to have a Health Flexible Spending Account debit card (\$18/Year/Card) for convenience was initiated with NBS this past year. This contract would continue services currently provided by NBS with full Flex Plan Administration at \$2.95/Month/Participant (Minimum \$50/Month). Other fees include \$300 for the Plan Document, \$250 for Plan Takeover-Grace Period/Run-out (if Applicable), and \$250 for any Document Updates/Amendments.

A resolution has been prepared for Council's consideration.

SERVICE AGREEMENT



NATIONAL BENEFIT SERVICES, LLC
Customer Care • Knowledge and Expertise • Organizational Excellence

NBS FLEXIBLE BENEFITS PLAN

SERVICE AGREEMENT

Employer: City of Casper, Wyoming, a Wyoming Municipal Corporation
200 N. David Street
Casper, WY 82601

Plan: City of Casper Flexible Benefits Plan
8523 S. Redwood Road
West Jordan, UT 84088

1. **Engagement.** The above named employer ("Employer") hereby retains National Benefit Services, LLC ("NBS"), a Utah limited liability company, (collectively referred to as the "parties" herein), to provide services for the above-named Flexible Benefits Plan (Plan) according to the terms and conditions contained in this Service Agreement ("Agreement").
2. **Services and Fees.** NBS will provide the record-keeping and administration services for the Plan which are identified in Schedule A attached hereto, and which include maintaining funds transmitted to NBS from Employer's General funds in an account for payment of participant Flexible Benefits Plan expenditures ("Flexible Benefits Plan"), and preparation and provision of all documents required under federal law for the particular type and status of plan which Employer has elected to provide its employees. The fees charged to the Plan for these services are itemized on Schedule B. Services and Fees will not be changed without thirty (30) days prior written notice.
3. **Employer Obligations to NBS.** Employer shall:
 - A. Provide NBS with all information which NBS, in its reasonable discretion, considers necessary for NBS to perform its administrative and record-keeping duties for the Plan. This includes:

- i. Providing NBS a report containing amounts Employer has withheld from each participant's pay for purpose of reimbursing participant Flexible Benefits Plan claims for each pay period.
 - ii. Sending to NBS all completed enrollment forms at least fifteen (15) calendar days prior to the end of the plan year.
 - iii. Sending to NBS all completed change of status forms as soon as they are received by Employer. In no event will submission of change of status forms be considered timely if they are received more than thirty (30) days after execution.
- B. Verify all Employee and Employer information in reports and notices which NBS produces are accurate and consistent with Employer's own records, consistent with Employer's role as the Plan's sponsor.
- C. Distribute to Employees participant Summary Plan Descriptions (SPDs), notices and reports as required.
- D. In conjunction with the report submitted pursuant to Paragraph 3.A.i, above, remit to NBS, by check, wire, or Automated Clearing House (ACH) credit transfer, a payment from the Employer's health funds which equals the total amount withheld from all participants' pay for the pay period referenced in the report.
- E. Maintain a positive balance in Employer's Flexible Benefits Plan account at all times. By January 1, of each plan year, remit funding equal to at least 5% of the total annual elections to NBS. NBS tracks this funding separately and provides online access to the Employer to allow Employer to monitor the account balance. If participant claims exceed the amount of funds received from Employer at any time during the year, NBS will notify Employer of the deficit. Within 7 days of receipt of notice, Employer shall, by any of the methods listed in 3.D above, remit to NBS sufficient funds to make the account whole. The employer may request a withdrawal of any prefunding at any time after the first month of the plan year so long as NBS has sufficient funding for claim payment.

Should Employer's Flexible Benefits Plan account balance remain negative for more than 30 days, NBS retains the right to require pre-funding of the plan equal to one-half of the aggregate annual election

by all plan participants. NBS is not a lender, nor does it advance any funding. Even in the event of Plan closure or termination, or termination of NBS services, all amounts owing to the plan must be paid.

As Plan sponsor, Employer has a legal obligation to ensure that its employees have received the benefits described in the plan documents as well as in the SPD each employee receives. Failure to pay adequate funds to NBS to enable NBS to reimburse claims makes it impossible for NBS to continue to assist Employer in meeting its legal obligations to employees.

F. Ensure payment to NBS of all fees and costs associated with the Plan, either through the Plan or by Employer.

G. Where Debit Cards are elected:

- i. Require Participants to acquire and retain sufficient documentation for any non-IIAS expenses paid with a debit card, including invoices and receipts, where appropriate, and facilitate submission of such documentation to NBS upon NBS request. Such documentation must demonstrate, at a minimum, (1) the service or product provided; (2) the date of service or sale; and (3) the amount.
- ii. Assist NBS in correcting account deficits occurring due to improper payment from the debit card. These efforts may include, as necessary, the following: (1) requiring the employee to pay back to the plan an amount equal to the improper payment; (2) withholding from employee's wages or other compensation an amount equal to the improper payment, or any outstanding portion thereof; (3) utilizing a claims substitution or offset approach.
- iii. Where violations of the terms of the card agreement have occurred, other actions may be required to ensure that further violations of the terms of the card do not occur, including denial of access to the card until the indebtedness is repaid by the employee.
- iv. Notify NBS of any terminations or change in employment status of any debit card plan participant. NBS will not be responsible for

any monetary loss which may arise from Employer's failure to notify NBS of any such employment status change.

H. Notify NBS of any changes in business structure or organization, including company name change, ownership change, mergers or acquisitions or business entity change.

4. ***Billing Procedures and Collections.*** Consideration for providing the services elected shall be payment of the initial fee (in accordance with the Fee Schedule attached hereto as Schedule 'B' & made a part of this Service Agreement), and for annual or other services (in accordance with said Fee Schedule). In the event of plan termination, NBS will charge pro-rata for services provided since the last anniversary date and prior to the date of termination, as well as the copying cost for any duplicate records requested and all other costs associated with transfer of records. Fees for services rendered are payable by Employer upon receipt of statement for services. If NBS does not receive payment in full within thirty (30) days of the statement date, Employer's account shall be subject to a FINANCE CHARGE of 1.5% per month (18%APR).

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

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

6. ***Integration and Severability.*** This Service Agreement, together with the current versions of all attachments hereto represents the entire agreement of the parties, and supersedes any prior agreement as to the subject matter contained herein. In the event that any provision or portion of this agreement is declared void or unenforceable in a court of law, the remaining provisions of this contract shall remain binding upon the parties as if the void or unenforceable provision had not been included.

The services of the Contractor shall be undertaken and completed on or before the 1st day of January, 2014 and will coincide with the end of the plan year, as identified in the plan. The agreement automatically renews by either Party on the first day of the plan year. This Agreement may be terminated at any time by either Party upon provision of not less than 60-days advance written notice. Notice mailed by certified mail to the last known address will be deemed sufficient notice of termination of the Agreement.

7. ***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.
8. ***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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.
14. **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.
15. **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.
16. **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.
17. **Insurance and Indemnification.**

17.1 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. Worker's Compensation | Statutory |
| B. Comprehensive General Liability | \$500,000 |

combined single unit

- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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.
18. **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.

19. **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.
20. **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.

SPECIAL CONDITIONS

21. By signing below, the parties acknowledge that NBS' provision of record-keeping and administrative services hereunder is not intended to make NBS a Plan Administrator or a Fiduciary to the Plan as those terms are defined in ERISA § 3. The parties further acknowledge that this agreement does not grant to NBS any discretionary authority or control respecting management or administration of the Plan. The parties understand that NBS provides no accounting services outside of the record-keeping services required for the Plan. NBS does not provide legal services. Accordingly, all plan documents and forms completed by NBS should be reviewed by competent legal counsel. NBS is responsible for negligent administration of plan (administering without compliance with terms of this contract).
22. For provision of all services selected by the employer and provided by NBS, time is of the essence. Failure by the Employer to comply with the timing provisions specifically identified herein shall constitute a violation of the terms of this agreement. In the context of Employer's provision of information, in no event is the furnishing of information considered timely if it occurs beyond the deadline,

if reasonable, specified in the request for information. If Employer believes that the deadline specified in the request for information is not reasonable, it will notify NBS. For most plans, NBS requires information necessary to perform year-end testing no later than one month following the end of the plan year. Other deadlines may apply depending upon the type of Plan, which will be identified with specificity in notices provided to the Employer.

23. **Form of Notice.** Notice of termination of the Plan shall be in a manner prescribed in paragraph 5. All other notices required or identified herein must be in writing and conveyed to the other party in a manner calculated to provide the recipient with actual notice. If notice is conveyed by email, sender shall require proof of receipt. Notice will at a minimum convey what action is required to be taken by the party receiving the notice, and will specify a clear deadline for compliance.
24. **Format of Documents.** All documents to be provided pursuant to this contract, including documents provided for the purpose of plan termination shall be provided electronically in Microsoft Word, PDF or Excel format.
25. **Breach and Cure.** A Party which fails to materially comply with any term or condition of the Agreement is in breach and the breaching Party shall have no less than thirty (30) days following written notice to cure the breach (Cure Period). If the conditions specified in the notice have not been met by the end of the Cure Period, the non-breaching Party shall have the right to cease immediately its services or obligations under the Agreement without waiving its right to receive payment for services rendered or to require performance of services for which payment has been made. Any costs and expenses of enforcement shall be the obligation of the non-prevailing Party.
26. NBS has reviewed the "City of Casper Flexible Benefits Plan" and the City of Casper Flexible Benefits Plan summary Plan Description" updated October 24, 2013, which are attached as Exhibit A and Exhibit B to this Service Agreement, and agrees to administer that plan in accordance with those documents.

IN WITNESS HEREOF, the parties hereto have executed this Service Agreement on the date below written.

City of Casper, Wyoming

APPROVED AS TO FORM:

Walker Tremble

Signed: _____

Title: _____

Date: _____

NATIONAL BENEFIT SERVICES, LLC

Signed: Paul R Lovell

Title: CEO

Date: October 24, 2013



NATIONAL BENEFIT SERVICES, LLC
Customer Care • Knowledge and Expertise • Organizational Excellence

NBS FLEXIBLE BENEFITS PLAN

SCHEDULE OF SERVICES

A. Prepare and maintain required Employer and Employee Flexible Benefits Plan Documents

NBS will prepare a Flexible Benefits Plan document which includes language for health FSA, Dependent Care, and Premium Payment. The Plan Documents contain benefit description; eligibility rules; employer contributions; maximum amount of employer and employee contributions; the plan year; timing of participant elections; and irrevocability of participant elections. The IRS will audit for compliance with all of the above.

B. Prepare and maintain Summary Plan Description

NBS will prepare a Summary Plan Description and provide the employer with a copy of the SPD to furnish to each participant within 90 days after he or she becomes covered by the plan in accordance with ERISA disclosure requirements. The SPD includes rules governing participation; enrollment and re-enrollment procedures; and irrevocability of elections (including election changes permitted in limited circumstances).

C. Prepare amendments to Plan Document

NBS will prepare Amendments to the Plan Document required as a result of employer discretion or IRS regulation. Any amendment includes the addition of a Summary of Material Modification (SMM) to the SPD be provided to employer for distribution to plan participants.

D. Prepare Enrollment Materials

NBS will prepare easy-to-understand enrollment materials for plan participants, including enrollment forms, claim forms, website instructions, debit card instructions and HIPAA Notices. All materials, forms, and instructions will be provided in electronic format only.

E. Process and maintain Participant Enrollment Information

NBS will collect enrollment information either via hard copy (paper) or electronic means (secure data files or online enrollment). In both forms, once obtained, information is maintained in a secure environment. Information that must be collected includes participant name, participant identifying number, date of birth, date of hire, election amounts (FSA and DCAP), banking information for direct deposit of claims, email address to send confirmation of claim payment, Debit Card election for participant and dependent information.

SCHEDULE 'A'

F. Receive and Process Payments from Employer

NBS will receive and credit to the Employer payments made for the purpose of processing employee claims under Employer's §125 plan for dependent care and health reimbursement. In order to comply with Department of Labor Technical Release 92-01, Employer shall make each payment from Employer's general assets, and then reimburse itself from the employee contribution account. These payments will be sent to NBS via Check, ACH, or direct debit. The Employer will ensure that it maintains a positive account balance in the plan.

G. Calculate claim payment/reimbursement under Health FSA option

Once an FSA claim is submitted to NBS for reimbursement, NBS will:

- Check the plan document to verify the expense should be permitted
- Verify plan limits or election limits are not exceeded
- Confirm the expense is for medical care under Internal Revenue Code § 213 and allowed by plan design
- Confirm the employee was covered when the medical care was provided
- Verify the expense was incurred by the participant, spouse or dependent
- Obtain the participant's signed certification stating that, among other things, the expense was qualified
- Confirm receipt of a written statement from an independent third party evidencing the date, nature, and amount of the expense
- Ensure the plan does not discriminate in any way on reimbursement availability

H. Calculate claim payment/reimbursement under Dependent Care Assistance Program (DCAP) option

Once a DCAP claim is submitted to NBS for reimbursement NBS will:

- Check the plan document to verify the expense should be permitted
- Verify the amount of reimbursement request meets the minimum and maximum reimbursement limits imposed by the plan and by the Code
- Verify the amount of reimbursement requested should be no more than the maximum amount contributed by the participant to date
- Confirm the expense is employment-related under Code 21
- Confirm the employee is still covered
- Verify the expense was incurred during the coverage period
- Obtain the participant's signed certification stating that, among other things, the expense was qualified
- Confirm receipt of a written statement from an independent third party evidencing the date, nature, and amount of the expense
- Ensure the plan does not discriminate in any way on reimbursement availability

SCHEDULE 'A'

I. Adjudicate all non-IIAS approved Debit Card Transactions

NBS reviews and adjudicates all debit card transactions, consistent with IRS requirements. NBS utilizes written statements from an independent third-party indicating that medical expenses have been incurred and the amount of the expenses. NBS also receives a written participant statement indicating that any expense for which reimbursement is sought under the NBS administered plan will not be reimbursed or is not reimbursable under any other health plan. NBS also offers independent claims adjudication.

J. Issue reimbursement checks or direct deposit for participants in the Health FSA

NBS reviews, adjudicates, processes and pays each claim received by it as soon as possible after receipt and approval. Typical claim turn-around time is within 48 hours of receipt. Claims are paid directly to the participant in the form of a check unless the participant has provided NBS with wire instructions, in which case the claim is wired directly to the participant's bank account.

K. Issue reimbursement checks or direct deposit for participants in the DCAP

NBS reviews, adjudicates, processes and pays each DCAP claim received by it promptly upon approval and receipt of the payroll funds from the Employer. If a DCAP participant has sent in a Continual Reimbursement form to NBS, NBS will automatically pay out the dependent care portion of the payroll upon receipt of funds from the Employer. Typical claim turn-around time is within 48 hours of receipt of claim and funds. Claims are paid directly to the participant in the form of a check unless the participant has provided NBS with wire instructions, in which case the claim is wired directly to the participant's bank account.

L. Prepare participant benefit statements and summaries to participant website

NBS provides a website which allows participants and plan sponsors to view balances, reports, funding information, forms and more. This website is available 24 hours a day unless scheduled for maintenance.

M. Prepare periodic reports on Plan operations and accounting for Employer

NBS prepares operations and accounting reports which are delivered to the employer after the end of the plan run-out period. These reports provide details on funding, claims paid out, terminated employees, forfeiture reporting and corrections to the plan. Many of these reports are also available anytime through the NBS website.

N. Comply with FSA COBRA Rules

Under the health FSA, NBS offers continuation rights to qualified beneficiaries who lose their health coverage as a result of a qualifying event.

O. Comply with HIPAA Regulations

If the health FSA is subject to the HIPAA portability requirements NBS will issue certificates of creditable coverage, restrict and possibly eliminate preexisting condition limitations, provide

SCHEDULE 'A'

special enrollment periods for certain individuals, and not discriminate in eligibility or cost of coverage based on an employee's health status. NBS will comply with the HIPAA administrative simplification rules (covering privacy and security for the health FSA).

Based upon the functions which NBS generally performs on behalf of its clients, namely FSA enrollment and claim payment under a Flexible Benefits Plan, NBS believes electronic transmissions performed between NBS and the client are typically not required to be performed utilizing the Electronic Data Interchange (EDI) Standards, as no premium payments are made to any Covered Entity. However, if NBS should forward eligibility, enrollment/disenrollment or premium payment information electronically to a Covered Entity, such as in insurance carrier, NBS will transmit such information in EDI format.

P. Prepare annual IRC compliance testing for Health FSA and Health Reimbursement Arrangements

NBS performs three Nondiscrimination Tests each year for FSA plans: Eligibility Test, Contributions and Benefits Test, and Key Employee Concentration Test.

1) Eligibility Test: NBS tests the plan to ensure that it does not discriminate in favor of Highly Compensated Participants (as defined in IRC § 125(e) and § 105(h)).

2) Contributions and Benefits Test: NBS tests the plan to determine whether all similarly situated participants receive the same employer contribution or the plan gives each participant an equal opportunity to select the same benefits (as defined in IRC § 105(h)).

3) Key Employee Concentration Test: NBS tests the plan to verify that the value of qualified benefits provided to key employees (as defined in IRC § 416(i)) is less than 25% of the total value of all such benefits provided for all employees under the plan.

Q. Prepare annual IRC compliance testing for Dependent Care Assistance Program (DCAP)

NBS performs four separate Nondiscrimination Tests each year for each DCAP:

Eligibility Test, Contributions and Benefits Test, More than 5% Owners Concentration Test, and 55% Owners Concentration Test.

1) Eligibility Test: The DCAP must not discriminate in favor of Highly Compensated Employees (HCE). HCEs include an individual who is (a) an officer; (b) owns more than 5% interest in the company; (c) is highly compensated; or (d) a spouse or dependent of the first three.

2) Contributions and Benefits Test: Contributions and benefits that are available to eligible employees under DCAP must not favor HCE's or their dependents.

3) More-Than 5% Owners Concentration Test: No more than 25% of the amount paid for dependent care assistance during the year may be provided to more than 5% shareholders or owners (or their spouses or dependents).

4) 55% Average Benefits Test: Under this utilization test, the average DCAP benefits provided to non-HCE's must be at least 55% of the average benefits provided to the HCE's.

SCHEDULE 'A'

R. Prepare IRS Form 5500

NBS will prepare IRS Form 5500 for Component benefit plans that are ERISA plans (Major Medical, dental, health FSA, long-term disability, AD&D and group term life) and are subject to ERISA's reporting requirements. These Component ERISA plans must file a Form 5500 with applicable schedules unless an exemption applies.

SCHEDULE 'B'



NATIONAL BENEFIT SERVICES, LLC
Customer Care • Knowledge and Expertise • Organizational Excellence

**2013 FLEXIBLE BENEFITS PLAN
FEE SCHEDULE**

PLAN DOCUMENT SERVICES

Plan Document\$300
• Includes: Consultation, Plan Document, and Summary Plan Description

ADMINISTRATION SERVICES

Full Flex Plan Administration.....\$2.95/Month/Participant
(Minimum \$50/Month)
• Includes: Daily Claim Processing, Choice of Direct Deposit or Checks for Participant's Claim Payments, Internet Access Systems for Participants to Check Balance, Last Claims Paid, Annual Amount Remaining, etc.

Annual Reports.....\$200-Waived
• Includes: Run All Discrimination Tests, Re-Enrollment of Employees, Report Tax Savings to Company & Participants

MISCELLANEOUS SERVICES

Plan Takeover-Grace Period/Run-out (If Applicable).....\$250

Document Updates/Amendments.....\$250 Each

Debit Card ***** Employer Pay Employee Pay***** \$18/Year/Card

Company Name _____ City of Casper _____

National Benefit Services, LLC Signature Paul R. Lovell Date 1/1/2013

National Benefit Services, LLC prides itself on providing quality benefit administration at a fair price. We value your business and look forward to being of service.

8523 S. Redwood Road, West Jordan UT 84088 • (801) 532-4000, (800) 274-0503 • www.NBSbenefits.com

FSA.2K12Custom

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING FLEXIBLE
BENEFITS PLAN THROUGH NATIONAL BENEFITS
SERVICES (NBS), LLC

WHEREAS, the City of Casper entered into an Administrative Services Agreement (Contract) with NBS on January 1, 2013 to provide services of a Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account; and

WHEREAS, NBS is able and willing to continue to provide such services; and

WHEREAS, the City of Casper desires to continue working with NBS to perform such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with NBS to administer the City of Casper's Flexible Benefits 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 schedule of fees contained within the Contract, as amended.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____,
201__.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul Meyer,
Mayor

December 30, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Tracey Belser, Human Resources Director *TB*
SUBJECT: Delta Dental of Wyoming Amendment

Recommendation:

That Council, by resolution, authorize Amendments to the Administrative Service Agreement between Delta Dental of Wyoming and the City of Casper for professional services to administer the Dental Plan for the City of Casper.

Summary:

The City of Casper Dental Plan has been administered by Delta Dental of Wyoming since July 18, 2008. Services provided by Delta Dental include; dental claims administration (receipt and payment), and utilization review of claims and services.

The amendment reflects Retiree eligibility requirements and required additional language per Healthcare Reform and changes in administrative service fees, as shown below.

| | <u>FROM</u> | <u>TO</u> |
|--|-------------|-----------|
| Administrative service fee Per Subscriber per month | \$3.05 | \$3.20 |

A resolution has been prepared for Council's consideration.

**DELTA DENTAL PLAN OF WYOMING
A WYOMING NON-PROFIT CORPORATION
D.B.A. DELTA DENTAL OF WYOMING**

(A Non-Profit Corporation Incorporated in Wyoming and a member of the Delta Dental Plans Association)

6234 Yellowstone Rd, Cheyenne, WY 82009

(Herein called Delta Dental)

ADMINISTRATIVE SERVICES CONTRACT

IN CONSIDERATION of the application made by City of Casper, herein called City of Casper, and IN CONSIDERATION of payment by the APPLICANT of the premiums as herein provided, Delta Dental hereby agrees to provide the benefits described herein for the period January 1, 2014 (herein called the effective date) through December 31, 2014 and from year to year thereafter, unless this Contract is terminated as provided herein. Premiums are payable by Applicant as provided herein. This Contract is issued and delivered in the State of Wyoming, is governed by the laws thereof and is subject to the terms and conditions recited on the subsequent pages hereof, which are a part of this Contract as fully as if recited over the signatures hereto affixed.

IN WITNESS HEREOF, Delta Dental has caused this Contract to be signed this 26th day of December, 2013.

CITY OF CASPER

DELTA DENTAL OF WYOMING

By: _____

By: *Ferry P. Hall*

Title

President/CEO
Title

**DELTA DENTAL OF WYOMING
CONTRACT**

ARTICLE I – DEFINITIONS

For the purpose of this Contract, the following definitions shall apply:

- 1.01 “Alternate benefit/Optional benefit” is a provision in a dental plan contract that allows the third-party payer to determine the benefit based on an alternative procedure that is generally less expensive than the one provided or proposed.
- 1.02 “Amalgam” is a silver material used to fill cavities that are placed on the tooth surface (that is used for chewing) because it is a particularly durable material.
- 1.03 “Annual Maximum Benefit” means the maximum benefit each adult member is eligible to receive for covered services in a covered year. This amount is shown in Appendix A and on the Summary of Benefits sheet.
- 1.04 "Applicant" wherever used in this Contract means City of Casper, hereinafter referred to as "City of Casper."
- 1.05 “Approved amount” is the total amount that the dentist is permitted to collect as payment in full for the specified service. It includes the dental benefit plan’s payment as well as the patient’s deductible and/or co-insurance.
- 1.06 "Benefits" means those dental services which are available under the terms of this Contract as specified in the attached Appendix A which is incorporated herein by reference.
- 1.07 “Benefit Handbook” and Summary of Benefits are issued to a covered person insured through the Group. The benefit handbook outlines the benefits provided.
- 1.08 “Caries” is a term that is used for tooth decay.
- 1.09 “COBRA” or Consolidated Omnibus Budget Reconciliation Act is a law that requires certain employers to offer continued health insurance coverage to eligible employees and/or their dependents who have had their health insurance coverage terminated.
- 1.10 “Co-insurance” means the percentage of the maximum plan allowance (MPA) paid by the covered person for a specific benefit each time such benefit is provided under this contract, subject to the coverage percentage.
- 1.11 “Completion date” is the date a procedure is completed. It is the insertion date for dentures and partial dentures. It is the cementation date (regardless of the type of cement used) for inlays, onlays, crowns, and fixed bridges.
- 1.12 “Composite” is a white resin material used to fill cavities which has less durability, thus it is placed on non-stress bearing surfaces of front teeth because the color more closely resembles the natural tooth than does the color of amalgam.
- 1.13 “Coverage percentage” means the percentage of the maximum plan allowance paid by Delta Dental for a specific benefit, as specified in the summary of benefits.
- 1.14 "Contract" means this agreement between Delta Dental and Applicant including the Application of the Applicant for this Contract and the attached appendices, endorsements and riders, if any. This Contract constitutes the entire Contract between the parties.
- 1.15 "Contract Term" means the period commencing on the Effective Date and terminating on December 31, 2014, and each yearly period thereafter.
- 1.16 "Contract Year" means the twelve (12) month period commencing on the Effective Date and each yearly period thereafter.
- 1.17 “Co-payment” is a fixed dollar amount paid each time certain covered services are received.

- 1.18 "Crown" is the artificial covering of a tooth with metal, porcelain or porcelain fused to metal and covers teeth that are weakened by decay or severely damaged or chipped.
- 1.19 "Debridement" is the removal of subgingival and/or supragingival plaque and calculus in order to complete an oral evaluation.
- 1.20 "Deductible" means the specified dollar amount that a covered person is required to pay each contract term before Delta Dental will pay for benefits as specified in the summary of benefits and Appendix A.
- 1.21 "Delta Dental" means Delta Dental Plan of Wyoming, a non-profit dental service corporation, d.b.a. Delta Dental of Wyoming, acting for itself.
- 1.22 "Dentist" means a duly licensed dentist legally entitled to practice dentistry at the time and in the place services are performed.
- 1.23 "Dentures" (complete/partial) replace missing permanent teeth with a removable set of artificial teeth.
- 1.24 "Dependents" are a subscriber's lawful spouse, and children including step and adopted children.
- 1.25 "Eligible Employee" means any employee who meets the conditions of eligibility outlined in Appendix B of this Contract.
- 1.26 "Eligible Dependent" means any of the dependents of an Employee, if dependents are eligible for benefits hereunder in accordance with the conditions of eligibility outlined in Appendix B of this Contract.
- 1.27 "Eligible Person" means an employee or a dependent who meets the conditions of eligibility outlined in Appendix B of this Contract.
- 1.28 "Eligibility Date" means the date an Employee's eligibility for benefits becomes effective under the terms of this Contract.
- 1.29 "Endodontist" is a dentist who specializes in diseases of the tooth pulp, performing such services as root canals.
- 1.30 "Exclusion" is a dental service or procedure not covered by a dental program.
- 1.31 "Explanation of benefits" is a statement sheet that explains how your claim was processed, payment by Delta Dental, your responsibility, and other pertinent information.
- 1.32 "Fluoride" is a chemical compound that prevents cavities and makes the tooth surface stronger so that teeth can resist decay.
- 1.33 "General anesthesia" is a patient induced state of unconsciousness determined by the provider to complete treatment.
- 1.34 "General dentist" is a dentist who provides a full range of dental services for the entire family.
- 1.35 "Grievance" means any dissatisfaction with the administration, claims practices or provision of services by Delta Dental that is expressed in writing by or on behalf of an eligible person.
- 1.36 "Group" means the employer, association, union or other organization contracting with Delta Dental to provide benefits to its eligible employees or members and/or their dependents if applicable.
- 1.37 "Health Insurance Portability and Accountability Act of 1996" is a federal law that requires all health plans, including health care clearinghouses and any dentist who transmits health information in an electronic transaction, to use a standard format. Providers' paper transactions are not subject to this requirement.

- 1.38 "ID number" is the unique number assigned by the administrator of your dental plan or the Social Security number of the primary subscriber.
- 1.39 "Implant" is a material inserted or grafted into tissue. Dental implant is a device specially designed to be placed surgically within or on the mandibular or maxillary bone as a means of providing dental replacement.
- 1.40 "Initial Enrollment Period" means the initial period of time, as determined by the group and Delta Dental, during which eligible employees may enroll eligible persons.
- 1.41 "Late enrollee" is a subscriber or dependent that does not enroll in the plan when initially eligible.
- 1.42 "Limitations" are restricting conditions - such as age, period of time covered, and waiting periods - under which a group or individual is insured.
- 1.43 "Maximum Plan Allowance" means the amount that Delta Dental will pay for a service, supply or dental procedure.
- 1.44 "Medically Necessary Orthodontia" means orthodontic services to help correct severe handicapping malocclusions caused by craniofacial orthopedic deformities involving the teeth.
- 1.45 "Non-Participating Dentist" means a licensed dentist who has not entered into a written agreement with Delta Dental and is not a participating dentist.
- 1.46 "Open Enrollment Period" means an enrollment period after the initial enrollment period during which eligible persons may apply to become covered persons and existing covered persons may apply to change to another coverage option, if available, or elect to terminate coverage.
- 1.47 "Oral surgeon" is a dentist who removes teeth, including impacted wisdom teeth, repairs fractures of the jaw and other damage to the bone structure around the mouth.
- 1.48 "Orthodontics" is the correction of misaligned teeth and jaw or the straightening of teeth. Also called braces.
- 1.49 "Orthodontist" is a dentist who corrects misaligned teeth and jaws, usually by applying braces.
- 1.50 "Out of Pocket Costs" means deductibles and co-insurance which the covered person is responsible to pay.
- 1.51 "Participating Dentist" means a licensed dentist who has agreed to render services in accordance with terms and conditions established by Delta Dental and has satisfied Delta Dental that he is in compliance with such terms and conditions.
- 1.52 "Pediatric dentist" is a dentist who generally limits his/her practice to children and teenagers. Also known as a Pedodontist.
- 1.53 "Periodontist" is a dentist who treats diseases of the gums.
- 1.54 "Periodontal scaling/root planing" is the removal of hard deposits, with metal scalers and curettes, on the root surfaces. The intent is to remove the diseased elements of the root surface, thereby permitting healing and potential reduction in depth of the periodontal pocket.
- 1.55 "Preauthorization" is the process by which Delta Dental determines if a procedure or treatment is a referable Benefit under the Enrollee's plan.
- 1.56 "Premium" means amounts payable monthly by Applicant as provided in Article III, Paragraph 3.01.
- 1.57 "Prevailing Fee" means the most commonly charged fee for a particular procedure in the geographic area or population center where covered dental services are provided, so long as it is not less than the average fee for such procedure. Such "Prevailing Fees" shall be kept current through analysis of fee data not less frequently than once every twelve (12) months.

- 1.58 "Primary insurance" is the insurance carrier or third party payee that pays for services rendered to a covered person before any other carriers would.
- 1.59 "Prophylaxis" is a professional cleaning to remove plaque, tartar (calculus), and stain from teeth to help prevent dental disease.
- 1.60 "Pulpotomy" is a partial removal of the pulp.
- 1.61 "Radiograph" is the photographic representation of opaque objects produced by the action of ionizing radiation upon sensitized plate or film. Also known as an x-ray.
- 1.62 "Root canal therapy" is the treatment of a tooth having a damaged pulp; usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with inert sealing material.
- 1.63 "Sealant" is a thin plastic material used to cover the biting surface of a tooth to prevent tooth decay.
- 1.64 "Secondary insurance" is the insurance carrier or third party payee that would process its payment for a claim after a primary carrier made payment, and make any additional payments as necessary.
- 1.65 "Single Procedure" means a dental procedure to which a separate procedure number has been assigned. (See Article X Procedure Codes and Nomenclature of this Contract.)
- 1.66 "Space maintainer" is a mechanical or prosthetic device used to prevent the drifting of teeth in an area where there has been premature loss of a tooth or teeth.
- 1.67 "Special Enrollment Period" means the 30 day period of time after each of the following events during which an eligible employee can enroll eligible persons under this contract:
- (a) A change in family status (marriage, divorce, legal separation, birth of a natural born child, adoption of a child or placement for adoption of a child) after the effective date of the policy;
 - (b) A loss of other coverage under another group plan;
 - (c) COBRA exhaustion;
 - (d) Loss of coverage under the eligible employee's alternate plan;
 - (e) Termination of Medicaid coverage or the Children's Health Insurance Program (CHIP) coverage as a result of loss of eligibility;
- 1.68 "Subscriber" means an eligible employee or member of the group who (a) has completed and signed the documents necessary for coverage under the contract, (b) has been accepted by Delta Dental as a subscriber, and (c) for whom the appropriate premium has been paid.
- 1.69 "Summary of Benefits" is a listing of the specific benefits and benefit limitations for dental benefits provided under the terms of this contract. The summary of benefits is included in the benefits handbook.
- 1.70 "Treatment plan" is a written report prepared by a dentist showing the dentist's recommended treatment of any dental disease, defect, or injury.
- 1.71 "Waiting Period" means a period of time defined by the dental contract before benefits are covered.
- 1.72 "Wisdom tooth" is the adult molar tooth, also called a third molar that is furthest back in the mouth. There are four third molars, two in the lower jaw and two in the upper jaw, one on each side.
- 1.73 "X-ray" is an image used for diagnosing oral health conditions that is produced by projecting small amounts of radiation on photographic film. Also called a radiograph.

1.74 Each of the words in the term "usual, customary and reasonable" as used herein shall have the following meanings:

USUAL - A "Usual" fee is that fee usually charged for a given service by an individual dentist to all his private patients, i.e., his own usual fee.

CUSTOMARY - A fee is "Customary" when it is within the range of usual fees charged by dentists of similar training and experience for the same service within that same specific and limited geographic area, as determined by Delta Dental.

REASONABLE - A fee is "Reasonable" when it meets the above two criteria and when it is justifiable considering the special circumstances of the particular case involved.

ARTICLE II – ELIGIBILITY

Every employee (and dependent, if applicable) who meets the conditions of eligibility set forth in Appendix B attached hereto and incorporated herein by reference shall be considered an "Eligible Person."

ARTICLE III – MONTHLY PAYMENT

3.01 The monthly premium required by City of Casper to be made to Delta Dental shall be the sum of the following:

- A. The total amount of claim payments made for covered dental services during the calendar month; and
- B. An administrative fee of \$3.20 PER SUBSCRIBER PER MONTH as compensation for administration of the dental program.

The rates in this Contract are guaranteed for one (1) year from the original date of the contract.

3.02 Payment shall be made for both claims paid and the monthly per participant administrative fee within five (5) business days of notification of the amount of such claims and fee by Delta Dental to City of Casper. Such notifications shall be given by mail as soon after the middle of the month and the end of each month as is practicable for Delta Dental.

3.03 In the event of Agreement termination or non-renewal, Delta Dental will continue to make payments for dental services performed prior to the termination date but paid by Delta Dental after the termination date plus an administrative fee of \$9.00 per claim, provided such bills are presented to City of Casper within one (1) year of the termination date of the Agreement.

3.04 The per subscriber per month administrative fee by Applicant under this Contract is based upon:

459* Total Number of Employees

*approximate

These numbers may change on a month to month basis with additions and deletions to be provided promptly by the administrative offices of City of Casper.

ARTICLE IV – BENEFITS PROVIDED, LIMITATIONS AND EXCLUSIONS

Benefits under this Contract shall be determined in accordance with the Description of Allowable Benefits, attached hereto as Appendix A subject to the Limitations and Exclusions thereof.

ARTICLE V – COORDINATION OF BENEFITS

5.01 Benefits subject to this Article. All of the benefits provided under this Contract are subject to this Article.

5.02 Definitions:

- A. "Program" means any contract providing benefits or services for or by reason of dental care or treatment; which benefits or services are provided by or through:
1. any group service, or group prepayment plan, or group practice or any group, or blanket insurance coverage; or
 2. coverage under labor-management trusted programs, union welfare programs, employer or employee benefit organization program; or
 3. any governmental program, or coverage provided by any statute (other than Title XIX or the Social Security Act.)

The term "Program" shall be construed separately with respect to each policy, contract or other arrangement for benefits or services and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other plans into consideration in determining its benefits and that portion which does not.

- B. "This Program" shall mean this entire Contract and all benefits hereunder.
- C. "Allowable Benefits" means any necessary, reasonable and customary item of expense, at least a portion of which is covered under at least one of the Programs covering the person for whom claim is made or service provided.
1. When a Program provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an allowable benefit and a benefit paid.
- D. "Claim Determination Period" means a calendar year
- E. "Dependent" means, with respect to any other Program, any person who qualified as a dependent under such Program.

5.03 Effect on Benefits

- A. This article shall apply in determining the benefits as to a person covered under this Contract for any Claim Determination Period if, for the Allowable Benefits provided as to such person during such period, the sum of (i) the benefits that would be payable under this Program in the absence of this provision, and (ii) the benefits that would be payable under all other Programs in the absence therein of contractual terms of similar purpose to this provision would exceed such Allowable Benefits.
- B. As to any Claim Determination Period with respect to which this article is applicable, the benefits that would be payable under this Program in the absence of this provision for the Allowable Period shall be reduced to the extent necessary so that the sum of benefits under all other Programs, except as provided in subparagraph (C) of this paragraph (5.03) shall not exceed the total of such Allowable Benefits. Benefits payable under another Program include the benefits that would have been payable had a claim been duly made for those benefits.
- C. If, (i) another Program which is described in subparagraph (B) of this paragraph (5.03) and which contains a provision coordinating its benefits with those of this Program would, according to its rules, determine its benefits after the benefits of this Program have been determined, and (ii) the rules set forth in Subparagraph (D) of this paragraph (5.03) would require this Contract to determine its benefits before such other Program, then the benefits of such other Program will be ignored for the purpose of determining the benefits under this Program.
- D. For the purposes of subparagraph (C) of this paragraph (5.03), the rules establishing the order of benefit determination are:

1. The benefits of a Program which covers the person on whose Allowable Benefits claim is based other than as a dependent shall be determined before the benefits of a Program which covers such person as a Dependent;
2. The benefits of a Program which covers the person on whose Allowable Benefits claim is based as a Dependent of both spouses, shall be determined according to the birthday rule, that is, the parent with the birthday occurring first during the year, will be determined as the covered person with allowable benefits.

E. When this article operates to reduce the total amount of benefits otherwise payable to a person covered under this Contract during any Claim Determination Period, each benefit that would be payable in the absence of this article shall be reduced proportionately and such reduced amount shall be charged against any applicable benefit limit of this Contract.

5.04 **Right to Receive and Release Necessary Information.** For the purpose of determining the applicability of and implementing the terms of this article or any provision of similar purpose of any other Program, Delta Dental may, without the consent of or notice to any Covered Person, release to or obtain from any insurance company or other organization or person, any information, with respect to any Covered Person, which Delta Dental deems to be necessary for such purposes. Any Covered Person claiming benefits under this Program shall furnish to Delta Dental such information as may be necessary to implement this provision. Delta Dental shall not be required to determine the existence of any other Program, except through the Covered Person claiming benefits under this Contract.

5.05 **Multiple Coverage.** If a covered person is eligible for benefits under two or more Programs underwritten by Delta Dental, and more than one of the Programs provides coverage for a particular service, Delta Dental will pay according to Section 5.03 above. The cost of such payment will be distributed pro-rata between the applicable Programs.

5.06 **Facility of Payment.** Whenever payments which should have been made under this Program in accordance with this article have been made under any other Program, Delta Dental shall, with the written consent of the Covered Person, pay over to any organization making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this article, and amounts to be paid shall be deemed to be benefits paid under this Program and, to the extent of such payments Delta Dental shall be fully discharged from liability under this Program.

5.07 **Right of Recovery.** Whenever payments have been made by Delta Dental with respect to Allowable Benefits in total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this article, Delta Dental shall have the right to recover such payments to the extent of such excess, from among one of more of the following, as Delta Dental shall determine: any persons to or for or with respect to whom such payments were made.

ARTICLE VI – CONDITIONS UNDER WHICH BENEFITS SHALL BE PROVIDED

6.01 Benefits, except as otherwise provided in Article IV hereof, are available from the Eligibility Date of an Eligible Person.

6.02 While an Eligible Person may elect the service of any dentist, Delta Dental does not undertake to guarantee the availability of or the quality of care of any particular dentist.

6.03 In consideration of waiving physical examination of an Eligible Person and as a condition precedent to the approval of claims hereunder, Delta Dental shall be entitled to receive, to such extent as may be lawful, from any attending or examining dentist, or from hospitals in which a dentist's care is rendered, such information and records relating to attendance to or examination of, or treatment rendered to, an Eligible Person as may be required in the administration of such claims, provided, however, that Delta Dental shall in every case hold such information and records as confidential.

- 6.04 The Dental Director (or Dental Consultant) of Delta Dental shall have the right to resolve any question concerning dental services or treatment as they relate to coverage under this Plan and any such determination shall be held to be conclusive and binding upon Delta Dental, the eligible person and the dentist, unless within sixty (60) days following receipt of notice of the rejected procedure or other written notice of such decision, any person aggrieved thereby shall appeal the same to Delta Dental. The notice of denial of claim shall be in writing and shall specify the reason or reasons for denial, and shall include specific reference to pertinent plan provisions upon which the denial is based, shall provide a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary and shall provide appropriate information as to the steps to be taken if the participant or beneficiary wishes to submit his or her claim for review. Such written notice shall be provided within ninety (90) days of submission of the claim unless special circumstances require an extension, in which case a written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day termination period. In the event of an appeal of a determination, the matter shall be referred by Delta Dental to a peer review council or committee of the appropriate dental society for determination. As part of the process, the claimant or his duly authorized representative may request a review upon written application to the Plan may review pertinent documents and may submit issues and comments in writing to the peer review council or committee reviewing the claim. A decision by the peer review council or committee shall be made promptly and ordinarily not later than sixty (60) days after the Plan's receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not furnished within the time-frame specified above, the claim shall be deemed denied on review. It is the intention of Delta Dental that claims and review procedures comply in all respects with ERISA and implementing regulations.
- 6.05 Dentists who participate in Delta Dental agree to adhere to precautionary practice standards set forth by federal and state licensing agencies. These agencies are charged with establishing, regulating and enforcing standards including infection-control practices. Delta Dental is not a regulatory agency or responsible for setting or enforcing dental practices or treatment standards. Delta Dental is not responsible for the quality of care rendered by the dentist.

ARTICLE VII – GENERAL PROVISIONS

- 7.01 Delta Dental will upon request issue to the Applicant, and Applicant will make available to each Eligible Employee, a certificate or booklet summarizing the benefits to which the employee is entitled under this Contract and to whom the benefits are payable. If any amendment to this Contract shall materially affect any benefits described in such certificates of booklets, corrected certificates or certificate riders, booklets, or booklet inserts, showing the change shall be issued.
- 7.02 Any controversy or claim not pertaining to dental service or treatment which arises out of or relates to this Contract or the breach thereof, by or among any two or more parties to this agreement, dentists, Eligible Persons or any of them, shall be settled by binding arbitration conducted by a single mutually acceptable arbitrator who shall conduct the arbitration in accordance with the rules of the American Arbitration Association. If the parties are unable to agree upon an arbitrator, they may apply to any court of competent jurisdiction for the appointment of an arbitrator in accordance with the Wyoming Uniform Arbitration Act. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 7.03 No agent of the Applicant, employee, or Delta Dental has authority to change this Contract or waive any of its provisions. No change in this Contract shall be valid unless approved by an executive officer of Delta Dental and evidenced by endorsement hereon.
- 7.04 No action at law or in equity shall be brought to recover on this Contract prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Contract. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.
- 7.05 Any provision of this Contract which, on its Effective Date, is unenforceable under Wyoming law is hereby amended to the minimum requirements of such law.
- 7.06 Payment in Error - If we make a payment in error, we may require the provider of services, the applicant, or the ineligible person to refund the amount paid in error. We reserve the right to correct payments made in error by deducting against subsequent claims, requiring refunds or by taking legal action.
- 7.07 Assignability - This policy is not assignable, except with our prior written consent.
- 7.08 Incontestability clause - Except for fraudulent misstatements in the application, the policy is incontestable after the expiration of three (3) years.
- 7.09 Time limit on certain defenses-Misstatements by applicant - Time limit on certain defenses: (1) After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability, as defined in the policy, commencing after the expiration of such two-year period.
- The foregoing policy provision shall not be so construed as to affect any legal requirement for avoidance of a policy or denial of a claim during such initial two-year period, in the event of misstatement with respect to age or occupation or other insurance, by the insured.
- 7.10 Non-disclosure - For the first two years from the effective date of this policy, any material misstatement, non-disclosure or concealment, whether or not such are innocent or fraudulent, in relation to any matter affecting this insurance shall render this policy void at our option.
- 7.11 Fraudulent claims - The making by the insured of any fraudulent claims shall render the insured's policy null and void from the effective date and all claims under the insured's policy shall be forfeited.
- 7.12 Clerical error - If a clerical error is made, it will not affect the insurance of any insured. No error will continue the insurance of an insured beyond the date it should end under this policy terms.
- 7.13 Conformity with state laws - On the effective date of this policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirement of such laws.
- 7.14 Not in lieu of Workers' Compensation - This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.
- 7.15 Grace period on premiums - After the first premium is paid, we will allow a grace period of 31 days for the payment of each subsequent premium amount due. During the grade period this policy will remain in force.
- 7.16 Physical examination and autopsy - The Company, at its own expense, has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim, and to make an autopsy in case of death where it is not forbidden by law.

- 7.17 Entire Contract - This policy, including the application, contract and any amendments, riders or endorsements, constitute the entire contract of insurance.
- 7.18 Proceeds exempt from creditors - Except as otherwise provided by this policy, the proceeds are exempt from claims of creditors.
- 7.19 Group Replacement - This policy provides for continuance of coverage for all participants when our contract replaces a prior plan's benefits.
- 7.20 Payment of Benefits - Benefits are payable to the insured or to his designated beneficiary(ies) or to his estate. If the insured is a minor or otherwise not competent to give a valid release, the benefits may be made payable to his parent, guardian or other person actually supporting him.

ARTICLE VIII – APPLICANT’S SIGNATURE

- 8.01 Applicant shall compile and furnish to Delta Dental on or prior to the first day of every month, commencing on the Effective Date, a list of all Eligible Employees, showing their Social Security Numbers, their dates of birth, the dates of hire, and if applicable, the location code.
- 8.02 Applicant shall provide information to all Covered Employees as to the existence and terms of this Contract and the right to receive services as provided herein from a dentist of each person's choice, as such choice may be exercised from time to time during the continued eligibility of such person.
- 8.03 Applicant shall advise each Eligible Employee to notify his dentist at the time of his first appointment that he is entitled to benefits under this Contract, and to provide his dentist with group identification and the Eligible Employee's Social Security Number.
- 8.04 Applicant shall permit Delta Dental by its auditors or other authorized representatives, on reasonable advance written notice, to inspect records of Applicant in order to verify the accuracy of lists of Eligible Employees prepared by Applicant and submitted to Delta Dental. Clerical errors or delays in keeping or relating data shall not invalidate eligibility which otherwise would be validly in force or continue eligibility which would otherwise be validly terminated, but, upon discovery of such errors or delays, an equitable adjustment of premium shall be made.

ARTICLE IX – DELTA DENTAL OBLIGATIONS

- 9.01 Delta Dental shall make available a method for predetermination of eligibility and benefits. The purpose of this administrative procedure is to ascertain, in advance of treatment, that the patient is eligible and that proposed professional services are covered benefits under this Contract. The availability of such predetermination method shall be communicated to Eligible Employees in the certificate or booklet summarizing the benefits under this Contract and Delta Dental shall advise Participating Dentists as follows:
- A. to complete and submit to Delta Dental standardized claim forms showing the Eligible Person's dental needs and the treatment necessary in the professional judgment of the dentist. Submission of a claim form in advance of treatment shall not be required for the rendition of emergency treatment, brief and routine services; and
 - B. to notify the patient of all actions taken by Delta Dental with respect to such claim form.
- Eligible Persons shall be responsible for determining the participating status of the dentist and for requesting predetermination of eligibility and benefits in accordance with 9.01 (a) above when receiving treatment from a dentist who is not a Participating Dentist.
- 9.02 Delta Dental shall respond to the participating dentist and the patient, within thirty (30) days from the date of receipt of such a form. Delta Dental shall predetermine benefits for treatment plans submitted in accordance with 9.01 (1) herein and when satisfied from the claim form and

other data submitted by the dentist that (a) the patient is an Eligible Person hereunder; (b) the services proposed are Benefits under this Contract; and (c) when applicable, that the total fees to be charged to Delta Dental and the Eligible Person do not exceed the participating dentist's usual, customary and reasonable fees. Such pre-certification shall be for a reasonable period of time, but not longer than the term of this Contract.

- 9.03 Delta Dental shall make no payment for any services rendered to a patient who is not an Eligible Person hereunder at the time or rendition of the service, except to the extent of services performed during a period of authorization issued by Delta Dental pursuant to Paragraph 9.02 of this Article, and except for completion of single procedures which are commenced at the time a patient was entitled to benefits by reason of such authorization.
- 9.04 Payment of Benefits by Plans will be made within forty-five (45) days following receipt of statement of Dentist and claim of Covered Person for Benefit as follows:
- A. for a Participating Dentist by direct payment to the Dentist.
 - B. for a Non-participating Dentist by direct payment to the Covered Person.
- 9.05 Notification of denial of benefits, for whatever reason, shall be sent to the Eligible Person and to the dentist.
- 9.06 Delta Dental shall not be obligated to pay claims submitted more than twelve (12) months after the date of last service.

ARTICLE X – PROCEDURE CODES AND NOMENCLATURE

Delta Dental will use procedure codes and nomenclature for approved procedures that are designed and approved by Delta Dental Plans Association as adopted from the most frequently used and reported dental procedures. These procedure codes are not all inclusive; however, the procedures are most often benefitted in dental plans. Delta Dental reserves the right to use ADA Codes and/or dental codes as determined by Delta Dental. All procedures, for which codes appear, are not a benefit of every dental plan.

ARTICLE XI – TERMINATION AND RENEWAL

This Contract may be terminated effective at the end of any Contract Term by either Applicant or Delta Dental, by giving written notice to the other at least sixty (60) days prior to the date of termination. This Contract shall be renewed from year to year, after the first Contract Term unless terminated pursuant to this Article or pursuant to Article III.

ARTICLE XII – NOTICE

Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested, and postage prepaid (or by recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Delta Dental of Wyoming
Attn: Kerry P. Hall, President and CEO
6234 Yellowstone Road
P. O. Box 29
Cheyenne, WY 82009
Fax: 307-632-7309

City of Casper
Attn: Human Resources Department
200 North David
Casper, WY 82604
Fax: 307-235-8362

ARTICLE XIII – APPENDICES

Appendix A - Description of Allowable Benefits, Limitations, and Exclusions

Appendix B - Eligibility Requirements

APPENDIX A

Benefits Provided, Limitations and Exclusions

Subject to the exclusions and limitations hereinafter set forth, the following is a description of Allowable Benefits which are covered by this Contract when rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

Written proof of loss must be furnished to Delta Dental at its office in case of claim for loss within twelve (12) months after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claims if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

A-1 Delta Dental shall pay the following benefits based upon the participating dentist's usual, customary and reasonable fee. The fee paid for any particular covered service shall be the lesser of: a) the fee submitted on the Attending Dentist's Statement (claim form); b) the participating dentist's filed fee; or c) the maximum plan allowance, as determined by Delta Dental of Wyoming.

100% of Diagnostic and Preventive Services

80% of Basic Services

60% of Major Services

60% of Non-Adult Orthodontic Services

\$1,500.00 lifetime maximum per person for Orthodontics

For dependent children through the end of the month age nineteen (19) is attained.

Maximum \$1,500.00 per person per calendar year

Deductible \$50.00 per person per calendar year with a maximum of \$150.00 per family unit. Deductible does not apply to Diagnostic and Preventive Services

A-2 The amounts payable by Delta Dental with respect to the services rendered by non-participating dentists shall not exceed the dentist's fees, or the non-participating maximum plan allowance, whichever shall be less.

A-3 The amounts payable by Delta Dental with respect to services rendered by a dentist in another state or country who is not a Participating Dentist of a Delta Plan in that state shall not exceed the amount that would be payable if such services had been provided by a Participating Dentist in Wyoming.

A-4 The amounts payable by Delta Dental with respect to services rendered by a dentist in another state who is a Participating Dentist of a Delta Plan in that state shall not exceed the amount that would be payable by the said other Delta Dental Plan if it were a Participating Delta Dental Plan under this Contract.

COVERED DENTAL SERVICES

Delta Dental will cover the following Services when they are rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

I. Diagnostic & Preventive Services

A. Diagnostic: Necessary procedures to assist the dentist in evaluating existing conditions to determine the required dental treatment.

B. Preventive: Necessary procedures to prevent the occurrence of oral disease. These services (subject to Limitations and Exclusions hereafter include: Exams and/or prophylaxis (cleaning) and bitewing x-rays twice per calendar year (not to exceed two (2) in one year), full mouth x-rays once in a thirty-six (36) month period are a payable benefit separately or in conjunction with other diagnostic x-rays, topical application of fluoride solutions once every

twelve (12) months (until the end of the month age nineteen (19) is attained), space maintainers for primary teeth to preserve existing space (until the end of the month age nineteen (19) is attained), sealants on posterior permanent teeth (until the end of the month age nineteen (19) is attained).

II. Basic Services

- A. Oral Surgery, including (a) extractions and (b) surgical dental alveolar procedures and soft tissue lesions.
- B. General anesthetics and their administration by an oral surgeon or when proven medically necessary.
- C. Restorations for treatment of teeth with carious lesions or injury, including synthetic and amalgam fillings.
- D. Emergency treatment for relief of pain.
- E. Periodontics treatment of the gums and supporting structures of the teeth.
- F. Root canal therapy and other endodontic treatment.

III. Major Services

- A. Prosthodontics: The necessary procedures for repair or construction of bridges, partial and complete dentures.
 - 1. Partial Dentures: Delta Dental will provide a standard cast metal or acrylic partial denture or will allow the cost of such procedure toward a more complicated or precision appliance that patient and dentist may choose to use.
 - 2. Complete Dentures: If in the construction of a denture the patient and dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures, Delta Dental will allow an appropriate amount for the standard denture toward such treatment and the patient must bear the difference in cost.
- B. Restorative Crowns & Onlays: The necessary procedures for provision of crowns, jackets or onlays (except stainless steel crowns which are covered under Basic Services) when teeth cannot be restored with amalgam, composite resin or plastic materials due to extensive caries or fracture. An x-ray must accompany all claims for crowns. Crowns are not a benefit for cosmetic, attrition or preventive reasons.
- C. Dental Implants: The necessary procedures for implants including the crown, bridge or denture over the implant.

IV. Orthodontic Services

- A. Orthodontic diagnostic procedures (including cephalometric x-rays).
- B. Surgical therapy (surgical repositioning of the jaw, facial bones, and/or teeth to correct malocclusion).
- C. Appliance therapy (braces) including oral exams, surgery, extractions and x-rays.
- D. Available only for unmarried, dependent children (through the end of the month age nineteen (19) is attained).

LIMITATIONS

The benefits as outlined in all Plans are subject to the following limitations:

- A. Diagnostic: Exams and bitewing x-rays twice per calendar year (not to exceed two (2) in one year), full mouth x-rays once in a thirty-six (36) month period are payable separately or in conjunction with other diagnostic x-rays.

- B. Preventive: Prophylaxis twice per calendar year (not to exceed two (2) in one year). Topical fluoride applications for dependent children are a benefit once every twelve (12) months (until the end of the month age nineteen (19) is attained). Space maintainers are a benefit only to maintain space of primary teeth (until the end of the month age nineteen (19) is attained). Sealants on posterior permanent teeth are benefits once in a three (3) year period (until the end of the month age nineteen (19) is attained).
- C. Prosthodontic appliances (including bridges, partial and complete dentures), cast crowns, jackets, and cast restorations will be replaced only after five (5) years have elapsed following any prior placement of such appliances under any Delta Dental program.
- D. Interim (surgical or temporary) dentures are considered optional services and are not a benefit.
- E. Replacement will be made of an existing prosthodontic appliance only if it is unsatisfactory and cannot be made satisfactory.
- F. Porcelain or metallic inlays and veneers are considered optional, and as such, are not covered services.
- G. Fixed bridges and/or removable partials are not a benefit for children under age sixteen (16). An allowance equal to the cost of a temporary acrylic partial will be made.
- H. A fixed bridge is not a covered service when done in connection with a removable partial denture in the same arch.
- I. Cast crowns, veneer crowns and jackets are not covered services for children age sixteen (16) or under. An allowance equal to the cost of an acrylic crown or preformed stainless steel crown will be made.
- J. Reline or rebase of dentures are a benefit only twice in a five (5) year period.
- K. Optional services: In all cases in which the patient selects a more expensive plan of treatment than is customarily provided, Delta Dental will pay the applicable percentage of the lesser fee. The patient is responsible for the remainder of the dentist's fee. In the event the treatment of choice is NOT a benefit of the plan, the patient is responsible for the dentist's fee.
- L. If applicable, waiting periods may be waived if the group has had prior coverage for major and/or orthodontic services for the previous twelve (12) months.
- M. Oral Surgery is limited to extractions and surgical dental alveolar procedures and soft tissue lesions. Fractures of the jaw and other oral surgery procedures are not benefits of the plan.

EXCLUSIONS

This contract *does not* provide benefits for dental treatment listed in this section. The exclusions listed in this policy apply to all covered services described in this benefit document. Benefits will not be provided for any service not specifically listed as a covered service or will be limited as indicated. Call us at 1-800-735-3379 if you are unsure if a certain service is covered.

- A. Commencing before the date the Subscriber's dental coverage starts.
- B. Absence of coverage - Dental procedures, services, treatment and supplies for which the Covered Person would have no obligation to pay in the absence of this or any similar coverage.
- C. Allergies - You are not covered for restorations or procedures necessary due to allergies or allergic reaction to dental treatment materials such as allergies to metals or mercury.
- D. Anesthesia or analgesia - You are not covered for local anesthesia or nitrous oxide (relative analgesia) when billed separately from the related procedure. This exclusion does not apply to general anesthesia or intravenous sedation administered in connection with covered oral surgery as described in Benefits.
- E. Broken appointments - You are not covered for any fees charged by your dental office because of broken appointments.

- F. Cleaning of prosthetic appliance - Your plan does not cover the cost of cleaning removable partials or dentures.
- G. Charges for consultation.
- H. Completion of form - Your plan does not cover any charges to complete forms.
- I. Complete occlusal adjustment - You are not covered for services or supplies used for revision or alteration of the functional relationships between upper and lower teeth unless otherwise noted on the summary of benefits sheet.
- J. Complications of a non-covered procedure - You are not covered for complications of a non-covered procedure.
- K. Comprehensive Services - When two or more services are submitted and the services are considered part of the same service to one another, Delta Dental will pay the most comprehensive service (the service that includes the other non-benefited service) as determined by Delta Dental.
- L. Congenital deformities - You are not covered for services or supplies to correct congenital deformities, such as a cleft palate.
- M. Controlled release device - You are not covered for services or supplies used for the controlled release of therapeutic agents into diseased crevices around your teeth.
- N. Cosmetic in nature - You are not covered for services or supplies which have the primary purpose of improving the appearance of your teeth, rather than restoring or improving dental form or function.
- O. Crowns, appliance and restorations - *Unless otherwise noted on the summary of benefits sheet*, you are not covered for crowns that are not meant to restore form and function of a tooth, including crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to allergies, attrition, abrasion, erosion and abfraction. Crowns placed on anterior teeth for endodontic purposes only are not a covered benefit.
- P. Desensitization materials - You are not covered for desensitization materials or their application.
- Q. Diet planning - Diet planning or training in oral hygiene or preventive care.
- R. Drugs - You are not covered for prescription, non-prescription drugs, medicines or therapeutic drug injections.
- S. Duplicate dentures - Your plan does not cover any charges for the duplication of dentures.
- T. Duplication of dental records - Your plan does not cover any charges for the duplication of dental records.
- U. Effective date - You are not covered for services or supplies received before the effective date of coverage.
- V. Experimental or investigative - You are not covered for services or supplies that are considered experimental, investigative or have a poor prognosis. Peer reviewed outcomes data from clinical trial, Food and Drug Administration regulatory status, and established governmental and professional guidelines will be used in this determination.
- W. Excess - Services in excess of any limitation specified in the list of covered benefits.
- X. General anesthesia/sedation - General anesthesia and intravenous sedation are benefits only when provided in conjunction with covered oral surgery and when billed by the operating dentist.

- Y. Government programs - You are not covered for services or supplies when you are entitled to claim benefits from governmental programs (except Medicaid).
- Z. Hospital - Charges for hospital services or hypnosis.
- AA. Implants - Implants may not be a benefit *unless otherwise noted on the summary of benefits sheet*. If they are not a benefit and implants are utilized, Delta Dental will allow the cost of the standard appliance, either fixed or removable, constructed in association therewith. Delta Dental does not cover the cost of the implants, maintenance or the surgical removal thereof.
- BB. Incomplete services - You are not covered for dental services that have not been completed.
- CC. Indirect pulp caps - You are not covered for indirect pulp caps.
- DD. Infection control - You are not covered for separate charges for "*infection control*," which includes the costs for services and supplies associated with sterilization procedures. Participating dentists incorporate these costs into their normal fees and will not charge an additional fee for "*infection control*."
- EE. Injuries - Dental Procedures, services, treatment and supplies to treat injuries or diseases caused by riots or any form of civil disobedience, injuries sustained while committing a felony or engaging in an illegal occupation or injuries that are intentionally inflicted.
- FF. Lost or stolen appliances - You are not covered for services or supplies required to replace a lost or stolen dental appliance or charges for duplicate dentures.
- GG. Malformation - Dental or surgical procedures performed to correct developmental malformation or acquired malformation.
- HH. Medical or health plan - Dental procedures, services, treatment or supplies for which benefit is provided by a medical or health plan.
- II. Medical services or supplies - You are not covered for services or supplies which are medical in nature, including but not limited to dental services performed in a hospital, surgical treatment centers, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries or treatment rendered other than by a licensed dentist.
- JJ. Military service - You are not covered for services or supplies which are required to treat an illness or injury received while you are on active status in the military services.
- KK. Motor vehicle injury - Dental Procedures, services, treatment and supplies for injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is paid or payable under a plan or policy of motor vehicle insurance, including a certified self-insurance plan.
- LL. Mutually exclusive service - When two or more services are submitted on the same day and the services are considered mutually exclusive (when one service contradicts the need for the other service), Delta Dental will pay for the service that represents the final treatment as determined by Delta Dental.
- MM. Night guard/occlusal guards/athletic guards (*unless otherwise noted on the summary of benefits sheet*) - Your plan does not cover appliances for bruxism, grinding or clenching of teeth unless your plan has coverage for temporomandibular joint (TMJ) dysfunction.
- NN. Not dentally necessary - Dental procedures, services, treatment and supplies which are not dentally necessary or which do not meet generally accepted standards of dental practice.
- OO. Oral hygiene instruction - Plaque control programs, oral hygiene instruction and dietary instructions.
- PP. Orthodontic appliances repair or replacement - Your plan does not cover for the repair or replacement of any orthodontic appliance under this contract, even if orthodontics is a covered benefit.

- QQ. Orthodontic services - *Unless otherwise noted on the summary of benefits sheet.*
- RR. Payment responsibility - You are not covered for services or supplies when someone else has the legal obligation to pay for your care, and when, in the absence of this contract, you would not be charged. This may include, but not limited to, treatment of injuries intentionally inflicted or sustained while committing a criminal act as a form of civil disobedience.
- SS. Periodontal appliances - You are not covered for services or supplies for periodontal appliances (bite guards) to reduce bite (occlusal) trauma due to tooth grinding or jaw clenching, unless temporomandibular joint (TMJ) dysfunction services are covered *on the summary of benefits sheet.*
- TT. Periodontal splinting - You are not covered for services or supplies used for the primary purpose of reducing tooth mobility, including crown-type restorations.
- UU. Pre-diagnostic services - Pre-diagnostic services, oral pathology laboratory procedures, and diagnostic tests and examinations other than pulp vitality tests.
- VV. Preventive control programs
- WW. Provisional (temporary) crowns, bridges or dentures - You are not covered for services or supplies for provisional crowns, bridges or dentures.
- XX. Prosthesis - The replacement of a prosthesis which, in the Dentist's opinion, can be repaired or does not need repair. The replacement of a prosthesis within 5 years after it was first placed, except when the replacement is: (1) made necessary by the extraction of a functioning natural tooth which is replaced while covered under the policy and when the existing prosthesis cannot be made serviceable; or (2) for full or partial dentures which, while in the mouth, have been damaged beyond repair as a result of injury occurring while covered.
- YY. Repair, replacement or duplication of orthodontic appliances - You are not covered for services or supplies required to repair, replace or duplicate any orthodontic appliance.
- ZZ. Same day services - When two or more services are submitted on the same day and the services are considered mutually exclusive (when one service contradicts the need for the other service), Delta Dental will pay for the service that represents the final treatment as determined by Delta Dental.
- AAA. Sealants – Sealants may not be a benefit *unless otherwise noted on the summary of benefits sheet.* If they are a benefit, you are not covered for sealants for primary teeth, wisdom teeth, or teeth that have already been treated with a restoration. Coverage only applies to 1st and 2nd permanent molars, non-decayed, non-restored. This is a benefit once every three years per eligible tooth.
- BBB. Sedation - Pre-medication, analgesia or conscious sedation.
- CCC. Services provided in other than office setting - You are not covered for services provided in other than a dental office setting. This includes, but is not limited to, any hospital or surgical/treatment facility.
- DDD. Specialized services - You are not covered for specialized, personalized, elective materials and techniques or technology which are not reasonably necessary for the diagnosis or treatment of dental disease or dysfunction. Specialized services represent enhancements to other services and are considered optional. Includes, but not limited to, copings and precision attachments.
- EEE. Splinting - The joining of teeth to support each other for periodontal reasons (stabilization) by crowns or other means. Splinting for stabilization due to an accident or injury is a covered benefit.
- FFF. Sterilization - Sterilization preparation, infection control, operatory preparation and sepsis control are considered part of all procedures and are not a benefit.

GGG. Temporary or interim procedures - You are not covered for temporary or interim procedures.

HHH. Temporomandibular joint (TMJ) dysfunction - You are not covered for expenses incurred for diagnostic x-rays, appliances, restorations or surgery in connection with temporomandibular joint dysfunction or myofunctional therapy, *unless temporomandibular joint (TMJ) dysfunction services are covered on the summary of benefits sheet* .

III. Termination - Whether or not we have approved a treatment plan, you are not covered for treatment received after you or your group's coverage termination date.

JJJ. Tooth colored fillings - *Unless otherwise noted on the summary of benefits sheet*, composite/resin restorations are allowed on the front teeth (anterior teeth) only. When composite/resin restorations are done on the back teeth (posterior teeth) they are considered optional services. Coverage will be made for a corresponding amalgam (silver) restoration.

KKK. Treatment by other than a licensed dentist - You are not covered for services or treatment performed by other than a licensed dentist or his or her employees.

LLL. Workers' compensation - You are not covered for services or supplies that are or could have been compensated under Workers' Compensation laws, including services or supplies applied toward satisfaction of any deductible under your employer's Workers' Compensation coverage.

MMM. Other - Any procedure which (1) is for the purpose of changing vertical dimension; or (2) relates to bite registration, bite analysis, or the correction of the bite; or (3) is for replacing tooth structure lost as a result of abrasion or attrition; or (4) is for equilibration or restorations for malalignment of the teeth; or (5) gnathologic recordings.

Services for which the covered person has or had a right to payment under a program of a government or plan established by law except; (a) Medicare; (b) Medicaid; (c) the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) and (d) where the law does not permit this type of exclusion.

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APPENDIX B

ELIGIBILITY REQUIREMENTS

Definitions

"Eligible Employee" means a full-time employee who works at least forty (40) hours per week for the employer for the Eligibility Waiting Period specified below and for whom the required enrollment form has been completed and forwarded with the required periodic premium payments to Delta Dental by the group.

"Eligible Dependent" means an Eligible Employee's legal spouse and unmarried children, including adoptive, stepchildren or foster children, through the end of the month age twenty six (26) is attained. Mentally or physically handicapped children shall be considered Eligible Dependents regardless of age. Dependents enlisted or on active duty in the military are not eligible.

"Eligible Retiree" means a former employee who has or will retire from the City of Casper whether under or over the age of 65. Retired Employees (and Dependents) who allow their Retiree Coverage to terminate will NOT be eligible to reapply later for coverage.

"Eligible Retiree Dependent" includes all Dependents of a covered retired Employee who were covered at the time that the Employee retired. This includes the Eligible Employee's legal spouse and unmarried children, including adoptive, stepchildren or foster children, through the end of the month age twenty six (26) is attained. Mentally or physically handicapped children shall be considered Eligible Dependents regardless of age. Dependents enlisted or on active duty in the military are not eligible.

Except as otherwise required by state or federal law, newly acquired Dependents who were not covered at the time the Employee retired are not eligible to be added to the coverage under this plan.

NOTE: Any new employee, who began working for the City on or after January 1, 2012, will not be eligible to stay on the City's health plan when/if they retire from the City of Casper.

Coverage Period

An Eligible Employee becomes covered on the first day of the month following one (1) month of his full-time employment provided all other requirements have been met.

Eligible Dependents, if enrolled, are eligible on the date the Eligible Employee's coverage becomes effective, or on the first day of the month following the date on which the Eligible Employee acquires the dependent, whichever last occurs.

An Eligible Retiree may continue coverage upon retirement from the City or they may discontinue their coverage. If a Retiree chooses to terminate, they (and their Dependents) will NOT be eligible to re-enroll at a later date.

Coverage for the Eligible Employee, Retiree and/or Eligible Dependent(s) shall terminate on the last day of the month in which: 1) the individual ceases to meet the requirements of eligibility above, or 2) the required periodic premium is not received by Delta Dental from the covered group, whichever first occurs.

Employees and/or dependents that enroll and withdraw from this plan for any reason will not be allowed to re-enroll for a period of three (3) years. Retirees that withdraw from this plan for any reason will not be allowed to re-enroll at a later date.

Coverage After Termination

If an Employee's employment and/or coverage terminates while a covered person is receiving treatment under a predetermination or preauthorization of benefits which was approved while the covered person was eligible for benefits, benefits will not continue to be paid for such approved treatment.

Employees and dependents who have been terminated, voluntarily or involuntarily, the dependents of an Employee upon the Employee's death, and Employees in certain other situations may be entitled to an extension of Benefits under "COBRA" at the employee's expense. (Ask your employer for complete details of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or other State or Federal continuation of coverage status and/or regulations.)

RESOLUTION NO. _____

AUTHORIZING AMENDMENT FOR ADMINISTRATIVE SERVICES AGREEMENT WITH DELTA DENTAL FOR PROVISION OF SERVICES RELATED TO THE CITY OF CASPER'S DENTAL PLAN.

WHEREAS, the City of Casper entered into an Administrative Services Agreement (Contract) with Delta Dental on July 15, 2008 to provide dental coverage for the City's Health Plan; and,

WHEREAS, Delta Dental is able and willing to continue to provide such services; and

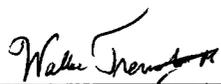
WHEREAS, the City of Casper desires to continue working with Delta Dental to perform such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Administration Services Agreement with Delta Dental of Wyoming.

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 schedule of fees contained within the Contract, as amended.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 201__.

APPROVED AS TO FORM:



ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul Meyer
Mayor

January 14, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Chris Walsh, Chief of Police
SUBJECT: Purchase and Installation Contract with Saltus Technologies for Electronic Ticketing Solution

Recommendation:

That Council, by resolution, authorize a purchase, installation, training, and maintenance contract with Saltus Technologies, in the amount of \$143,379, for their electronic ticketing solution for direct use by law enforcement.

Summary:

The Casper Police Department desires to streamline its parking and traffic ticketing enforcement process, which will benefit at least three departments, as well as Casper citizens.

It will:

- Shorten both the officer's and citizen's time during traffic stops
- Allow the officers to get back on the streets more quickly
- Reduce ticketing errors
- Automate and minimize processing time for police records
- Automate and minimize processing time for the Municipal Court
- Result in large savings for the City of Casper in both time and money

An RFP was published in August with a close of September 12, 2013.

Four vendors responded, but only two met the RFP criteria:

| | |
|--|------------------|
| Saltus Technologies, Tulsa, OK | \$143,379 |
| Brazos Technology, College Station, TX | \$149,265 |

Saltus Technologies was chosen as the lowest bidder that also successfully completed the pre-test evaluation.

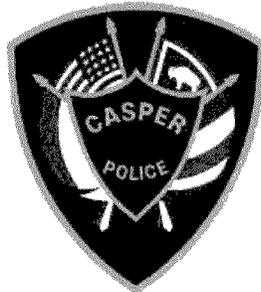
Funding for this purchase will come from three sources: \$100,000 from FY14 Capital Projects; \$40,000 from unspent Hiplink Phase II funds; the balance of \$3,379 will come from Administrative Services' unspent Time & Attendance funds.

digiTICKET[®]

electronic ticketing solution

Purchase Agreement for the:

City of Casper



December 19, 2013

SALTUS
TECHNOLOGIES

Prepared by:
Cory Box
Territory Manager
918.392.3912

907 S. Detroit Ave
Suite 820
Tulsa, OK 74120
www.saltustechnologies.com



December 19, 2013

Captain Mark Trimble
City of Casper, Police Department

RE: digiTICKET Purchase Agreement

Captain Trimble,

Saltus Technologies is very pleased that the Casper Police Department has selected the digiTICKET ticketing solution. We appreciate all the effort on your part that made the proof of concept period such a success. We look forward to finishing this project and getting your solution deployed in a timely manner.

This purchase agreement is for a sixty (60) unit laptop solution and expires 60 days from the date above.

This document contains the following information for your review and acceptance:

1. digiTICKET Solution Overview
2. digiTICKET Pricing
3. Scope of the Agreement
4. Software License Agreement
5. Software Maintenance and Support Agreement
6. Signature Page
7. Contact Form

Please sign the last page of the Software Maintenance and Support Agreement, the Signature page and fill out the Customer Contact Form. Once these pages are executed and returned we will arrange a call between you and our Deployment team. On that call we will lay out the deployment process and plan our immediate next steps.

If you have any questions about the contents of the agreement please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Cory Box".

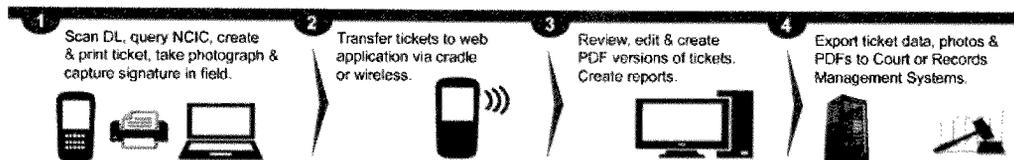
Cory Box
918.392.3912
cory.box@saltustechnologies.com

1.0 digiTICKET Solution Overview

digiTICKET is a mobile software application that automates the process of writing and processing citations for law enforcement agencies. digiTICKET mobile software can run on handheld computers or laptops/MDCs. The hand-held ticket writers are rugged computers that can be shared among officers. digiTICKET is built on “best of breed” technologies that have been proven in the field for many years.

How digiTICKET Works

The digiTICKET solution utilizes a rugged handheld mobile computer or handheld scanner connected to a laptop/MDC to scan violator driver licenses, capture vehicle information and assign violations to the violator. Once the tickets have been completed on the handheld or laptop, they are then printed on a mobile thermal printer and provided to the violator. The handheld can capture an electronic signature, photograph, finger print, GPS coordinate and voice notes from the officer. Tickets can be synchronized from the handheld or laptop to the digiTICKET server via a cradle or wireless connection. Once on the digiTICKET server, tickets can be managed and reproduced in PDF format, reports can be generated and ticket data can be electronically moved to the Court and Police Records Management System(s) eliminating manual, redundant data entry. The server application is web based and can be accessed from any PC with an internet/network connection.



The primary benefits of digiTICKET include:

Improved Officer Safety - More law enforcement officers die in traffic-related incidents than from any other single cause of death. digiTICKET can reduce the amount of time required to issue tickets by more than 50% reducing officer exposure to roadside hazards.

Higher Productivity - Officers who utilize electronic ticketing can “free up” more than 50% of their time. This means more patrol time and improved public safety.

Increased Revenue by Reducing Ticket Errors - An estimated 5-10% of all tickets are dismissed due to errors in the ticket writing process. digiTICKET can reduce or eliminate illegible and uncollectable citations.

Automate the Ticketing Processes - Agency and court ticket processes rely on officers submitting fully completed tickets within required time frames. digiTICKET helps agencies automate problem areas.



2.0 digiTICKET PURCHASE PRICE

The purchase price for the digiTICKET solution includes hardware, digiTICKET software, implementation services provided by Saltus and hosting fees. This purchase will have ongoing costs associated with software maintenance and support, new equipment when needed, hosting and paper costs.

digiTICKET Purchase Price Quote

| | Software License Fees | Units | Fee | Total |
|---|-----------------------|-------|-----------|-------------------|
| digiTICKET Server License - includes Spillman RMS interface | | 1 | \$ 8,000 | \$ 8,000 |
| digiTICKET Mobile Client Licenses | | 60 | \$ 600 | \$ 36,000 |
| New Dawn Court Interface | | 1 | \$ 2,000 | \$ 2,000 |
| Software License Fees | | | see above | \$ 46,000 |
| <i>Foundation Customer Discount (Software)</i> | | | 20% | \$ (9,200) |
| Total Software License Fees: | | | | \$ 36,800 |
| Standard Implementation and Training Services* | | 1 | \$ 12,000 | \$ 12,000 |
| New Dawn Interface Services | | 1 | \$ 8,000 | \$ 8,000 |
| Hardware (thermal printers, scanners, warranties, etc)** | | 60 | \$ 1,018 | \$ 61,079 |
| Custom Ticket Back Setup Fee | | 1 | \$ 500 | \$ 500 |
| Paper Cost (100 roll minimum w/ pre-printed back) | | 400 | \$ 12.00 | \$ 4,800 |
| Hosting Services (monthly fee) | | 12 | \$ 50 | \$ 600 |
| Total Purchase Price (Year 1): | | | | \$ 123,779 |

* Includes travel and living expense associated with onsite Training and Deployment.

** See detailed hardware quote with line item descriptions on following pages.

Recurring Annual Fees

| | Component | Units | Fee | Totals |
|-------------------------------------|-----------|-------|-------|-----------------|
| Annual Maintenance and Support Fee | | | 20% | \$ 9,200 |
| Web Hosting - 12 months | | 12 | \$ 50 | \$ 600 |
| Total Annual Recurring Fees: | | | | \$ 9,800 |

Optional Capabilities

| | Component | Units | Fee | Totals |
|--|-----------|-------|----------|--------|
| Spillman Mobile to Mobile Interface License Fee (per device) | | 0 | \$ 125 | \$ - |
| Spillman Mobile to Mobile Interface Configuration Fees | | 0 | \$ 7,500 | \$ - |
| Custom Report(s) - 1st one free | | 0 | \$ 500 | \$ - |
| Setup of multiple printed ticket formats (per additional format) | | 0 | \$ 1,000 | \$ - |
| Setup of multiple mobile environments (laptop & handheld) | | 0 | \$ 2,000 | \$ - |
| Onsite server installation | | 0 | \$ 2,500 | \$ - |
| Custom Development Services (per hour) | | 0 | \$ 125 | \$ - |

Total 3 Year Price

| | |
|---------------------------------------|-------------------|
| Total Purchase Price (Year 1): | \$ 123,779 |
| Total Annual Recurring Fees (Year 2): | \$ 9,800 |
| Total Annual Recurring Fees (Year 3): | \$ 9,800 |
| Total Three Year Price: | \$ 143,379 |

Explanation of Purchase Fees:

Software Licenses Fees: The following components make up the software license fees above:

- digiTICKET server software license – 1 license required regardless of the number of handheld or mobile client licenses
 - Includes one Spillman RMS Records interface (data export)
- digiTICKET mobile client licenses – 1 license is required for each handheld/tablet/MDC device running digiTICKET
- Additional system interfaces – RMS, Court system, or mobile-to-mobile (data export)

Standard Implementation and Training Services:

- Services related to configuring, testing, training end users and deploying the digiTICKET solution

Hardware:

- Includes fixed-mount scanners, thermal printers and necessary chargers, cables, warranties, etc.

Paper:

- Standard deployments include pre-printing the back of the ticket paper with violator instructions. This is an optional item requiring a one-time fee.
- Premium thermal paper with high temperature ratings and multi-year life expectancy is required. Paper with pre-printed back requires a minimum purchase of 100 rolls.
- If able, paper will be drop-shipped directly to customer

Hosting:

- The server application is web based. Saltus utilizes Rackspace to provide hosting services. Hosting fees are paid annually and are considered part of ongoing maintenance and support fees.
 - Hosting can be performed by the customer but requires an onsite server and additional implementation services fees. No hosting fees would apply.
 - If the city chooses to host onsite, a SQL server would be required. See section 3: functional and technical requirements of this proposal for more detailed information regarding server requirements.
 - No pricing has been provided for onsite server requirement. It is assumed that the city would provide the server, meeting provided server specifications with require server licensing.

Recurring Annual Fees:

- digiTICKET Maintenance and Support fees are paid annually beginning in year 2 and are a percentage of the total software license fees.
 - The percentage is greater if the customer hosts the server application.

Optional Capabilities:

- NCIC/NLETS Lookup Module
 - Requires additional implementation services.
 - Requires a real time data connection for each mobile device.

- Requires an onsite, dedicated PC or server to host software used to communicate with the state message switch. Server pricing is not included in this proposal.
- If interested in this option, please request additional information from your Saltus sales representative.
- Non-standard options require additional setup time and fees per pricing above.

The following detailed pricing was used to determine pricing included in summary above. Other options and prices are included for review. NOTE NO SERVER hardware or licensing is included – ASSUMES HOSTED SOLUTION.

Hardware Pricing Detail

| DETAILED HARDWARE QUOTE | | | |
|---|-----|------------|---------------------|
| Item Name | Qty | Unit Price | Total |
| Thermal Ticket Printers | | | |
| Brother RuggedJet 4030 Bluetooth Thermal Printer | | | |
| RuggedJet 4030 w/ Bluetooth Kit - includes printer, Li-ion batter, belt clip, ferrite core | 60 | \$ 525.14 | \$ 31,508.67 |
| RuggedJet 4030 w/ Bluetooth Kit w/ Magnetic Strip Reader - includes printer, Li-ion batter, belt clip, ferrite core | 0 | \$ 647.22 | \$ - |
| TaylorMade workboard case for RJ4030, shoulder carry | 0 | \$ 44.17 | \$ - |
| RuggedJet 4 - 3 year extended warranty (standard plus 1 year) | 60 | \$ 26.67 | \$ 1,600.00 |
| RAM VPR-106 RJ4030 Mount | 60 | \$ 18.00 | \$ 1,080.00 |
| RAM 101U Double ball mount | 60 | \$ 31.78 | \$ 1,906.67 |
| Vehicle Power Adapter (cigarette lighter) | 0 | \$ 16.67 | \$ - |
| LB3834 - AC Adapter for PocketJet 6 (Plus) and Ruggedjet 4 "includes AC Cable LB3781 | 0 | \$ 36.67 | \$ - |
| LB3692 - Car Adapter - Wired - 14ft length for PJ6 (Plus) and RJ4 | 60 | \$ 16.17 | \$ 970.00 |
| LB3601 - USB Cable - 4ft length for PJ6 (Plus) and RJ4 | 0 | \$ 5.56 | \$ - |
| Scanners | | | |
| Motorola, USB Cable for fixed mount scanner, 9 PIN femal straight, 6 feet | 60 | \$ 14.64 | \$ 878.67 |
| Motorola DS457 DL Parsing Fixed Mount Scanner | 60 | \$ 369.70 | \$ 22,182.00 |
| SUB TOTAL: | | | \$ 61,004.67 |
| SHIPPING/HANDLING: | | | \$ 75.00 |
| TOTAL: | | | \$ 61,079.67 |
| PRICE PER UNIT: | | | \$1,017.99 |

3.0 Scope of the Agreement

As part of this proposal, Saltus will provide the City of Casper with the following:

- digiTICKET Software
 - digiTICKET software license commencing on the first day of the month of deployment with an automatic, annual renewal for up to 60 months at the current listed pricing, provided that the City continuously uses the software, provides constructive feedback, responds to reference inquiries and stays current with annual or monthly software maintenance/licensing fees.
 - The software license includes
 - i. a single web server license which includes access to the administrative website
 - ii. Mobile client software licenses for 60 laptops.
 - 1. Additional client licenses can be purchase as needed
 - The software will be provided as-is, configured for the Casper Police Department. This means no new functionality will be developed specifically for the City, unless otherwise agreed upon and included within the pricing section of this agreement. However, the software will be configured specifically for the Casper Police Department. Configuration of software includes items such as:
 - i. Updating the list of violations and bond amounts
 - ii. Updating required fields on the mobiles software
 - iii. Updating web server user permissions
 - iv. Creating 1custom report
 - v. Creating at least one electronic data file export for integration with Court or Records Management System(s).
 - Hosting services for the digiTICKET web application provided through Rackspace.
- Software maintenance provided through periodic release updates to the mobile client and web server software during the 60 month term.
 - Annual software maintenance and support provided at the rate agreed upon in the pricing section of this agreement.
- Implementation Services will be provided to configure and deploy the solution for the Casper Police Department:
 - **Requirements Definition:** Saltus will facilitate a workshop with subject matter experts from various customer departments to ensure that the solution is configured specifically the way the customer wants it.
 - **System Configuration:** Once all requirements are documented, digiTICKET is then configured to meet the customer's specific needs. This includes the setup of all ordinances, user roles and permissions, printed ticket formatting, mobile client configuration, report development, interface creation and testing, etc.
 - **User Acceptance Testing:** Once configured, Saltus will then facilitate a User Acceptance Testing session in a classroom setting with key customer personnel. This session is conducted to ensure that the system is configured as requested by the customer.
 - **Training:** digiTICKET is extremely easy to use. Training of each end user typically takes no more than two hours. Saltus' preference is a "Train the Trainer" approach which would include training the trainers as well as providing End User training to the satisfaction of the customer.
 - i. Complete classroom, hands-on training

- ii. Train the Trainer accommodations for on-going training
- iii. Includes user manual, classroom materials and tip sheets for users
- **Deployment:** After training, the solution is deployed and Saltus then provides end user support and system maintenance and updates for the life of the Maintenance and Support Agreement.
- **Support**
 - i. Email Support will be provided at no charge.
 - ii. The City will appoint a Primary Point of Contact (PPC) that will serve as an interface between Saltus and the Casper Police Department.

Optional Professional Services

If the City requires unique enhancements, integration services to back office systems or custom reports, Saltus has an experienced professional services team to provide assistance.

Saltus currently provides these services at \$125 per hour. In addition, the City would be responsible for any Travel and Living expenses, which are billed at actual cost and only as pre-approved by the City of Casper.

Assumptions

This proposal assumes the following conditions:

- The parties will agree to a mutually acceptable End User License Agreement (following).
- The customer and Saltus will each appoint a Project Lead for this project. The Project Leads will serve as the Primary Point of Contact for the respective parties.
- The customer will appoint an Administrator that will train and provide first level support to the customer users. This person can be the same individual as the PPC if so desired. The customer Administrator will be the single point of contact between Saltus Support Services and the customer.
- Changes to project scope can affect time estimates required for implementation and will be mutually agreed to and confirmed in writing.
- Saltus may perform User Acceptance Testing and Training activities remotely utilizing webinar and teleconferencing technologies.
- Saltus will not provide installation services for vehicle docks or mounts.
- The customer will provide a full-time internet connection to facilitate the synchronization of tickets from the ticket writing devices to the digiTICKET server.
- Fees charged by Court or RMS system vendors are not included in this agreement.

4.0 digiTICKET Software License Agreement

This Software License Agreement (“SLA”) is a legal agreement between the user (“Customer”) and Saltus Technologies LLC (“SALTUS”) for the Saltus software that accompanies this Agreement, which includes computer software and may include associated media, printed materials, “online” or electronic documentation, and Internet-based services (“Software”). Customer agrees to be bound by the terms of this SLA by installing, copying, or otherwise using the Software. If Customer does not agree, do not install, copy or use the Software.

1. GRANT OF LICENSE. SALTUS grants Customer the following rights provided that Customer comply with all terms and conditions of this SLA: a) SALTUS grants to Customer a nonexclusive license to use copies of the Software, provided that for each individual using the Software within Customer’s organization, Customer has acquired a separate and valid license for each user device as may be required by SALTUS. b) Customer may make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for Customer’s purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond Customer premises. c) Customer may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on computers used by a licensed end user in accordance with Section 1.a. d) Software provided by SALTUS may not be distributed to any individual, third party or entity that exists external to Customer’s organization or for any purpose other than express and personal use of the Software for Customer. e) Subject to the terms and conditions as specified herein, under the rights obtained from MacroSolve, Inc., and in SALTUS’S license under United States Patent Number 7,822,816, SALTUS grants to Customer during the Term of this SLA a non-exclusive, non-transferable, non-assignable sublicense to use the Software.

2. RESERVATION OF RIGHTS AND OWNERSHIP. SALTUS reserves all rights not expressly granted to Customer in this SLA. The Software is protected by copyright and other intellectual property laws and treaties. SALTUS owns the title, copyright, and other intellectual property rights in the Software. SALTUS is the holder of a perpetual license with the right to grant sublicenses to United States Patent Number 7,822,816 from MacroSolve, Inc. for use with the Software. The Software is licensed, not sold.

3. LIMITATIONS ON DECOMPIATION, AND DISASSEMBLY. Customer may not reverse engineer, decompile, or disassemble any Software provided in compiled or object code form, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

4. NO RENTAL/COMMERCIAL HOSTING. Customer may not rent, lease, lend or provide commercial hosting services with the Software.

5. CONSENT TO USE OF DATA. Customer agrees that SALTUS and its affiliates may collect and use technical information gathered as part of the product support services provided to Customer, if any, related to the Software. SALTUS may use this information solely to improve our products or to provide customized services or technologies to Customer and will not disclose this information in a form that personally identifies Customer.

6. ADDITIONAL SOFTWARE/SERVICES. This SLA applies to updates, supplements and add-on components of the Software that SALTUS may provide to Customer or make available to Customer after the date Customer obtains the initial copy of the Software, unless SALTUS provides other terms along with the update, supplement, add-on component.

7. NOT FOR RESALE SOFTWARE. Software provided by SALTUS may not be sold or otherwise transferred for value, or used for any purpose other than express and personal use of Customer’s application of the Software.

8. EXPORT RESTRICTIONS. Customer acknowledges that the Software is subject to U.S. export jurisdiction and agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

9. SOFTWARE TRANSFER & ASSIGNMENT. All rights to use of Software provided by this Agreement are for the sole use of Customer and may not be transferred, assigned, directly or indirectly without prior written authorization from SALTUS.

10. TERMINATION. Without prejudice to any other rights, SALTUS may terminate this SLA if Customer fails to comply with the terms and conditions of this SLA. In such event, Customer must destroy all copies of the Software and all of its component parts.

11. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SALTUS DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, AND OF FITNESS FOR A PARTICULAR PURPOSE.

12. EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SALTUS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES.

13. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF SALTUS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS SLA SHALL BE LIMITED TO \$500,000.

14. APPLICABLE LAW. Any contracts or agreements between SALTUS and Customer resulting from this SLA and any other accompanying documents shall be controlled and interpreted in accordance with the laws of the State of Wyoming and should any conflict arise concerning any terms of such agreements or contracts which results in litigation, the forum for such litigation and the venue thereof shall lie in the District court in and for Natrona County, State of Wyoming.

15. ENTIRE AGREEMENT; SEVERABILITY. This SLA (including any addendum or amendment to this SLA which is included with the Software) are the entire agreement between Customer and SALTUS relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this SLA. To the extent the terms of any SALTUS policies or programs conflict with the terms of this SLA, the terms of this SLA shall control. If any provision of this SLA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

5.0 Software Maintenance and Support Agreement

This Software Maintenance and Support Agreement (“Agreement”) is made and entered into and effective this _____ day of January 2014, by and between SALTUS TECHNOLOGIES, LLC, an Oklahoma limited liability company, (“Saltus”) and City of Casper Police Department (“Licensee”).

WHEREAS, Saltus and Licensee have entered into that certain Software License Agreement dated _____, 2014 (the “License Agreement”) pursuant to which Saltus has licensed certain computer software more specifically described in Exhibit A (“Software”); and

WHEREAS, Licensee desires to receive from Saltus, and Saltus desires to provide to Licensee, maintenance and support services for the Software pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. SERVICES. During the term of this Agreement, Saltus agrees to provide maintenance and support services, as described herein, for the Software operating under the license(s) and on the hardware configurations listed in Exhibit A so as to maintain the Software in good working order, keeping the Software free from material defects so that the Software will function properly and in accordance with the accepted level of performance as set forth in the License Agreement. Such maintenance and support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. Saltus will provide telephone software support twenty-four (24) hours a day, seven (7) days a week. Saltus will use its best efforts to cure, as described below, reported and reproducible errors in the Software. Saltus utilizes the following four (4) severity levels to categorize and respond to reported problems:

Severity 1: Critical Business Impact

The impact of the reported problem is such that the Licensee is unable to either use the Software or reasonably continue work using the Software. Saltus will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. Saltus will make best efforts to resolve Severity 1 problems in less than forty-eight (48) hours, but in any event, will engage staff until an acceptable resolution is achieved.

Severity 2: Significant Business Impact

Important features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported problem has created a significant, negative impact on the Licensee’s productivity or service level. Saltus will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) hours. Saltus will exercise best efforts to resolve Severity 2 problems within five (5) days, but in any event, will engage staff until an acceptable resolution is achieved.

Severity 3: Some Business Impact

Important features of the Software are not working properly, but an alternative solution is available or non-essential features of the Software are not working properly with no alternative solution. The Licensee impact, regardless of Software usage, is minimal loss of operational functionality or implementation resources. Saltus will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 3 problem as soon as reasonably practical, but in any event a response via telephone will be provided within one (1) day. Saltus will exercise best efforts to resolve Severity 3 problems within one (1) week, but in any event, will engage staff during business hours until an acceptable resolution is achieved.

Severity 4: Minimal Business Impact

A noticeable situation exists in which use of the Software is affected in some way which is reasonably correctable by a documentation change or by a future, regular maintenance release. Saltus will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

With respect to any reported problems, Saltus may, with the concurrence of the Licensee, elect to send senior support or development staff to the Licensee location to accelerate problem resolution. Saltus will be responsible for the costs associated with this escalated problem resolution if the problem is determined to be related to the Software. If it is determined that the problem was not related to the Software, Licensee agrees to pay reasonable travel and lodging expenses in addition to Saltus standard consulting rates. Travel time will be charged at consulting rates.

2. MAINTENANCE. During the term of this Agreement, Saltus will maintain the Software by providing software updates and enhancements to Licensee as the same are offered by Saltus to its licensees of the Software under maintenance generally ("Updates"). All Updates and enhancements provided to Licensee by Saltus pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis.

Updates will be provided in machine-readable format and updates to related documentation will be provided electronically. All such deliveries shall be made electronically to the handheld computers automatically during a sync process or as initiated by Saltus support staff using remote device management tools. All such deliveries for the laptop computers shall be made automatically during a sync process or as coordinated by Saltus and Licensee support staff. If requested, Saltus will provide on-site assistance in the installation of Updates on a time and materials charge basis, plus expenses.

Saltus assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software if the Licensee has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Software and were made without prior notification and written approval by Saltus. Saltus assumes no responsibility for the operation or performance of any Licensee-written or third-party application.

3. WARRANTY. Saltus will undertake all reasonable efforts to provide technical assistance under this Agreement and to rectify or provide solutions to problems where the Software does not materially function as described in the Software documentation. This Agreement is only applicable to the Software running under the certified environments specified in the release notes for that product. Saltus will provide the Licensee with substantially the same level of service throughout the term of this Agreement. THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO LICENSEE OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Saltus liability shall not exceed Provided, however, in no event shall the liability of SALTUS exceed \$500,000.

4. ACCESS. Software maintenance and support services are conditioned upon provision by Licensee to Saltus of reasonably appropriate access to the system(s) running the Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. Saltus will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Licensee standard security procedures. Information accessed by Saltus agents or employees as a result of accessing Licensee system shall be deemed confidential information pursuant to the terms of the License Agreement. Licensee shall provide Saltus with internet access to the system(s) running the Software and a Primary Point of Contact at the Licensee site to coordinate Support efforts with Saltus staff.

5. FEES. Fees for maintenance and support services provided under this Agreement are contained in Exhibit B. Any time a client license or software module is added or deleted from Exhibit A, Saltus will automatically adjust and/or amend Exhibit A and Exhibit B accordingly. Saltus will periodically review all sections in Exhibit A. If changes have occurred, Saltus will adjust and/or amend Exhibit A and Exhibit B and fees will be adjusted accordingly. Rates will be reviewed and adjusted accordingly when client licenses or software modules are added. Licensee agrees to reimburse Saltus for reasonable expenses related to the performance of services. Expenses

may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Expenses will be pre-approved by Licensee.

6. PAYMENT. Fees will be invoiced annually, thirty (30) days in advance of the year. Expenses will be invoiced as actual and when incurred. All invoices are payable net forty five (45) days.

7. TERM AND TERMINATION. The term of this Agreement shall be for one (1) year and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Licensee in the event the Software is taken out of service and upon thirty (30) days' notice to Saltus; (ii) by either party upon thirty (30) days' notice prior to the expiration of the original one (1) year or any subsequent one (1) year renewal term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of Saltus; or (v) the License Agreement is terminated. Upon such termination, Saltus shall refund to Licensee a portion of the fee prorated to reflect the date of termination. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the non-breaching party resulting from breach of the Contract by the other party, and either party may withhold any payments to the other party for the purpose of setoff until such time as the exact amount of damages due are determined.

8. GENERAL. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreement with respect to software maintenance and support, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Wyoming. Any and all proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Natrona County, Wyoming, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personam jurisdiction.

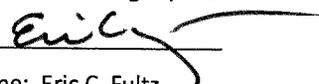
If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

IN WITNESS WHEREOF, each party has caused a counterpart of the original of this Agreement to be executed as of the date first written above by its duly authorized representative.

Saltus Technologies, LLC

By: 

Name: Eric C. Fultz

Title: President/CEO

City of Casper, Wyoming

By: _____

Name: Paul L. Meyer

Title: Mayor

6.0 Signature Document

Terms

Total charges for *software, hardware and services* provided under this agreement are **One Hundred Forty Three Thousand, Three Hundred Seventy Nine Dollars and Zero Cents (\$143,379.00)**, which includes the *Total Purchase Price* of \$123,779, and two (2) years of *Recurring Annual Fees* at \$9,800 per year as described in the tables of Section 2.0 of this *Purchase Agreement*.

Payment will be made following receipt of an itemized invoice from SALTUS for services rendered in conformance with the Contract, and following approval by the Casper City Council. SALTUS 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.

1. Upon execution of this document, Saltus will invoice for \$94,779
 - a. 50% of the software license fees (\$18,400)
 - b. 50% of all services fees (\$10,000)
 - c. All hardware and paper fees (\$66,379)
2. Upon deployment of the solution, Saltus will invoice the City of Casper for the balance of all software, services, hosting and Maintenance & Support fees (\$48,600)

Payment terms are NET 45.

If amounts owed by SALTUS 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 SALTUS pursuant to this Contract.

By signing and returning this document you are signifying the acceptance of the Agreement and the terms and conditions as outlined above. This Agreement can only be modified when both parties agree in writing.

Agreed to:

City of Casper, Wyoming

By: _____

Name: Paul L. Meyer

Title: Mayor

Date: _____

Agreed to:

Saltus Technologies, LLC

By:  _____

Name: Eric C. Fultz

Title: President/CEO

Date: 1/10/14



7.0 Customer Contact Information

PO Number: _____

Tax Exempt Status/Certificate Number: 83-6000049

Primary Contact:

Name: Mark Trimble, Captain

Address: 201 N. David St., 1st Floor

City: Casper State: WY Zip: 82601

Phone: 307-235-8225

Email: mtrimble@casperwy.gov

Billing Contact:

Name: Vicky Macy, Budget Specialist

Address: 201 N. David Street, 1st Floor

City: Casper State: WY Zip: 82601

Phone: 307-235-8260

Email: vmacy@casperwy.gov

ADDENDUM TO THE DIGITICKET PURCHASE AGREEMENT

This Addendum to the digiTICKET Purchase Agreement (“Addendum”) is entered into on this ____ day of ____ 2014, by and between the following parties:

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

2. Saltus Technologies, LLC (“Saltus”), 907 S. Detroit Ave, Suite 820, Tulsa, Oklahoma 97120.

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

RECITALS

A. On January ____, 2014, the City and Contractor entered into a Purchase Agreement for a digiTICKET electronic ticketing solution (“Agreement”).

B. This Addendum supplements the Agreement by and between CITY and SALTUS and sets forth all changes to said Agreement. The terms of this Addendum are expressly incorporated into and made a part of the Agreement. Conflicts between the Agreement and this Addendum shall be governed by the terms contained in this Addendum.

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

1. INCORPORATION OF RECITALS:

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

2. TIME OF PERFORMANCE:

The services to be provided by SALTUS pursuant to the terms of this Contract shall be undertaken and completed on or before the 31st day of May 2014.

The City acknowledges that the activities undertaken by SALTUS to successfully complete the services required under the terms of this Contract are highly dependent upon the availability and participation of City and 3rd Party resources (such as RMS and Court System Vendors).

As described in the Assumptions sub-section of Section 3.0 – Scope of the Agreement above, the City and Saltus will both appoint a Project Lead for the project.

To successfully meet the completion date above, the City agrees to the following:

- The City Project Lead will serve as the Primary Point of Contact for the entire project.
- The City Project Lead will work to coordinate City and 3rd Party Resources to complete tasks as requested by the SALTUS Project Lead.
- The City Project Lead will respond to all SALTUS inquiries within 2 business days.
- If the City or the 3rd Parties do not provide responses within 2 business days of requests, the City understands that the completion date above may be adversely affected.
- SALTUS has no control over 3rd Party resources or their availability to actively participate in necessary testing activities. If 3rd Parties do not provide timely feedback or actively participate in testing of system interfaces, the City understands that the completion date above may be adversely affected.

3. 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 SALTUS's compensation, which are mutually agreed upon between the City and SALTUS, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of SALTUS's compensation unless approved by Resolution adopted by City. Any changes must be approved by SALTUS in writing. Such approval may be withheld at the sole discretion of SALTUS. Any changes may adversely affect the project completion date above.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of SALTUS which are directly pertinent to the Contract, after providing at least fourteen (14) days' notice in writing to SALTUS, for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the services pursuant to this Contract, SALTUS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. SALTUS shall take affirmative action to insure that applicants for employment are considered for employment, 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. SALTUS 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. SALTUS 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 SALTUS 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, SALTUS may, at no additional expense to the City, make and retain such additional copies thereof as SALTUS 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 SALTUS 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 SALTUS under this Contract are confidential and shall not be made available to any individual or organization by either party without the prior written consent of the other party. The Parties agree that the restrictions in this Section 7 shall not apply to any information which (i) was in the possession of the recipient at the time of disclosure, (ii) is in the public domain at the time of disclosure or at any time thereafter through no fault of the recipient, (iii) is disclosed to the recipient by a third party without restriction, or (iv) is independently developed by the recipient without use of the confidential information.

8. PERSONNEL:

SALTUS 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 of SALTUS under this Contract shall be performed by SALTUS, or under its supervision, and all personnel engaged in such services shall be fully qualified. All personnel employed by SALTUS shall be employed in conformity with applicable local, state or federal laws.

9. SUBCONTRACTOR:

SALTUS 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 SALTUS.

10. INSURANCE AND INDEMNIFICATION:

10.1 Prior to commencement of work, SALTUS shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting SALTUS 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 SALTUS's negligent acts or omissions in connection with the performance of this Contract. An insurer shall be deemed as acceptable to the City if they have and keep in place during the term of this Agreement an A.M. Best's financial strength rating of B++ or better.

LIMITS

| | | |
|----|---|---------------------------------------|
| A. | Workers' Compensation | Statutory |
| B. | Comprehensive General Liability | \$500,000 combined single unit |
| C. | Professional Liability/Errors & Omissions | Not applicable |

10.2 SALTUS 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.

10.3 In addition, upon request by the City, SALTUS 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 SALTUS's obligations hereunder.

10.4 Provided that the City is not in material breach of this Contract, SALTUS 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 reasonable costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of SALTUS. If a claim for indemnity is made pursuant to this Section 10.4, the City shall give SALTUS prompt written notice of any alleged liability or action.

10.5 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 SALTUS 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.

10.6 SALTUS 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.

11. INTENT:

SALTUS 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 SALTUS shall perform all of the services set forth in this Contract for the compensation set forth in this Contract. SALTUS 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. SALTUS agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

12. 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.

13. 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.

IN WITNESS WHEREOF, each party has caused a counterpart of the original of this Agreement to be executed as of the date first written above by its duly authorized representative.

Saltus Technologies, LLC

By: 

Name: Eric C. Fultz

Title: President/CEO

City of Casper, Wyoming

By: _____

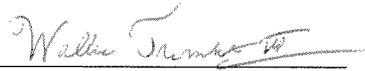
Name: Paul L. Meyer

Title: Mayor

APPROVAL AS TO FORM

I have reviewed the attached *Three-Year Contract Between the City of Casper and Saltus Technologies for Their Digiticket Electronic Ticketing Solution* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: January 14, 2014

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

Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A THREE YEAR CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND SALTUS TECHNOLOGIES FOR THEIR DIGITICKET ELECTRONIC TICKETING SOLUTION.

WHEREAS, the Casper Police Department desires to purchase the digiTICKET Electronic Ticketing Solution for law enforcement in order to automate the ticketing process, thereby reducing ticket errors, ticketing time, and increasing officer, records, and court productivity; and,

WHEREAS, Saltus Technologies represents that it is ready, willing, and able to provide the professional services to the City as required by the Contract for Professional Services, for a period of at least 3 years; and,

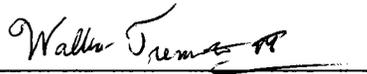
WHEREAS, the City desires to retain Saltus Technologies to perform such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a three year Professional Services Contract with Saltus Technologies for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payment of the contract in the amount not to exceed One Hundred Forty Three Thousand, Three Hundred Seventy Nine Dollars (\$143,379).

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 Meyer
Mayor

January 8, 2014

Memo To: John C. Patterson, City Manager

From: Doug Follick, Leisure Services Director *DF*
Alan Kieper, Special Facilities Superintendent *AK*
Joe Fernau, Golf Course Supervisor

Subject: 2014 Municipal Golf Course Fees

Recommendation:

That Council, by resolution, approve fee increases for the Casper Municipal Golf Course effective March 1, 2014.

Summary:

An annual staff review of golf budget incomes/expenses, along with a review of similar golf course operations, indicates the need for certain fee changes. Decreasing income and increased costs associated with capital equipment, capital projects, fuel, course improvements, and utilities necessitate the proposed fee increases. Using current Wyoming and surrounding area golf course fee comparisons and trends, the proposed fee changes remain in line with Casper and surrounding courses.

In **2010** a Single season pass went from \$400 to \$450, Youth from \$212 to \$225, Child from \$106 to \$115, and Half Season from \$300 to \$315; and 18 hole green/cart fees increased from \$24 to \$25, and \$26 to \$28 respectively. In **2011** only season passes were increased, excluding the pre March 1st \$50 per category discount (Single increase from \$450 to \$500, Junior from \$225 to \$250, Child from \$115 to \$125, and Half Season from \$315 to \$325). In **2012** The \$50 preseason pass discounts were eliminated, 9 hole green fees were increased by \$2 (\$16 to \$18), 18 hole green fees increased by \$4 (\$26 to \$30), and a \$2 weekend increase to green fees was implemented.

Using actual 5 year revenues and actual 5 year expenses (from 2007-2011), the following averages give an indication of golf fees needed to eliminate a deficit operation:

- At 41,150 rounds of golf and \$319,412 deficit operation, you would have to make up \$7.76 per round of golf;
- On average, 643 Season Pass Holders contribute \$254,848 income (which is \$396/pass) and golf 56% of the rounds;
- On average, green fee players contribute \$312,508 income (which is \$17.38/round) and golf 44% of the rounds.

To balance the budget by **season pass increases** you would need the following changes: Adult increase from \$500 to \$600, Youth increase from \$250 to \$300, Child increase from \$125 to \$150, and ½ Season from \$325 to \$390 (all 21% increases per category).

To balance the budget using **green fee increases** you would need the following changes: 9 Holes from \$16 to \$24, 9 Hole Youth from \$10 to \$24, 18 Holes from \$26 to \$34, 18 Hole Youth from \$15 to \$23 (increases ranging from 24-45% depending upon number of rounds played, by category).

To summarize, over the past 14 years (2000 to 2013): 4 years there were **no fee increases**, 3 years there were increases in all categories, 4 years only green/cart fees were increased, 2 years only season passes were increased, and 1 year (2000) was the base comparison year. While the fee increases listed below do not make up for the average 5 year deficit, they represent a compromise of season pass/green fee increases that are within market, and attempt to reduce deficit operations. The Leisure Services Advisory Board has recommended approval for the golf course fee increases.

| <u>Fee Category</u> | <u>Current Fees</u> | <u>Proposed Fees</u> |
|---|---------------------|----------------------|
| Season Passes: | | |
| Adult (19 years of age & older) | \$500 | \$535 (+\$35) |
| Half-Season (after July 1 st) | \$325 | \$350 (+\$25) |
| Youth (13-18 yrs. – was Junior) | \$250 | \$250 no change |
| Child (12 yrs. and under – new) | \$125 | \$125 no change |
| Green Fees: | | |
| 9 Holes (weekdays/weekend) | \$18/\$20 | \$20/\$22 (+\$2) |
| 18 Holes (weekdays/weekend) | \$30/\$32 | \$32/\$34 (+\$2) |
| 9 Holes (Youth Special) | \$10 | \$10 no change |
| 18 Holes (Youth Special) | \$15 | \$15 no change |
| Cart Rental | | |
| 9 Holes of Play | \$16 | \$16 no change |
| 18 Holes of Play | \$28 | \$28 no change |
| Golf Cart Trail Fees: | | |
| 2001 Season & Beyond | \$300/season | \$300/season |

A resolution is attached for Council's consideration.

RESOLUTION NO. _____

A RESOLUTION RESCINDING RESOLUTION NO. 13-69 AND ESTABLISHING FEES FOR USE OF THE CASPER MUNICIPAL GOLF COURSE.

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

WHEREAS, it is necessary to review the fees and use of the facilities on a regular basis, and revise said fees and use as necessary, in order to facilitate the foregoing policy.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees, charges, and use are hereby established for the Municipal Golf Course, effective March 1, 2014:

1. Memberships:
 - A. Adult (19 years of age and older) \$535 per year
 - B. Youth (13-18 years of age) \$250 per year
 - C. Child (12 years of age and under) \$125 per year
 - D. Half-Season (on sale after July 1st) \$350 per season

2. Greens Fees:
 - A. 9 Holes \$20.00 (weekdays)
\$22.00 (weekends)
 - B. 9 Holes (Youth Special)** \$10.00 (weekdays & weekends)
 - C. 18 Holes \$32.00 (weekdays)
\$34.00 (weekends)
 - D. 18 Holes (Youth Special)** \$15.00 (weekdays & weekends)

3. Golf Cart Rental:
 - A. 9 Holes \$16.00 (weekdays & weekends)
 - B. 18 Holes \$28.00 (weekdays & weekends)

4. Golf Cart Trail Fees:***
 - A. 2001 Season & Beyond \$300 annual user fee.

5. Special Rates:
 - A. The Leisure Services Director, or authorized designate, may authorize reductions in fees for special promotions, unique situations, or emergencies; if such reductions are in the best interest of the City of Casper.

* Membership (or season pass) fees, are based on chronological age of participants, and not on the definition of a family unit.

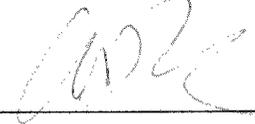
** Promotional green fee to encourage development of a future generation of golfers.

*** An Annual Trail Fee is charged for privately-owned golf carts operated on the Casper Municipal Golf Course. Only for current existing carts and owners, who are "grandfathered," no new private owners or carts are allowed.

BE IT FURTHER RESOLVED: That Resolution No. 13-69 is hereby rescinded.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul Meyer
Mayor

January 13, 2014

MEMO TO: John C. Patterson, City Manager

FROM: William C. Luben, City Attorney *wcl*

SUBJECT: Second Amendment to the Amoco Property Reuse Joint Powers Agreement between Natrona County, Wyoming and the City of Casper, Wyoming.

Recommendation:

That Council, by Resolution, authorize a Second Amendment to the Amoco Property Reuse Joint Powers Agreement between Natrona County, Wyoming and the City of Casper, Wyoming to modify the requirement that the City and the County approve in advance sales of real property by the Joint Powers Board.

Summary:

The Amoco Property Reuse Joint Powers Agreement between Natrona County and the City, as previously amended, provides that both the County and the City must approve a sale of real property under the control of the Joint Powers Board before the sale can be completed.

This practice has led to delays in the sale of real property by the Joint Powers Board. The Joint Powers Board has requested that the County and the City consider amending the Joint Powers Board Agreement to delete the requirement for the prior approval by the County and the City for the sale of its real property. David Drell, the attorney who represents the Joint Powers Board has informed City staff that Natrona County Board of County Commissioners are in agreement with this proposal, and will sign off on the amendment following the City of Casper's approval of this change.

An amendment has been prepared in order to accomplish this change and accompanies this memo for your further review. This matter was presented to Council at a prior work session, and it is staff understands that Council is in agreement with the passage of this amendment.

**SECOND AMENDMENT TO THE AMOCO PROPERTY REUSE
JOINT POWERS AGREEMENT BETWEEN NATRONA COUNTY, WYOMING
AND THE CITY OF CASPER, WYOMING**

This Second Amendment to the Amoco Property Reuse Joint Powers Agreement is entered into this ____ day of _____, 2014, by and between NATRONA COUNTY, WYOMING, a body corporate and political subdivision (“County”), 200 North Center, Suite 115, Casper, Wyoming 82601, and the CITY OF CASPER, WYOMING, a Wyoming Municipal Corporation (“City”), 200 North David, Casper, Wyoming, 82601; the County and City collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the parties hereto entered into an Agreement entitled “The Amoco Property Reuse Joint Powers Agreement” dated October 20, 1998, hereinafter referred to as the “Agreement”, the terms and conditions of which are hereby incorporated herein at this point as if fully set forth; and

WHEREAS, the parties desire to amend paragraph 4(E)(v) of the above described Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree by and between them as follows:

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 Amendment.

II. AMENDMENT OF PARAGRAPH (4)(E)(v)

The parties hereto agree by and between them that paragraph 4(E)(v) of the Agreement is hereby deleted and stricken therefrom with the following new paragraph being substituted in its place:

- v. The Joint Powers Board is authorized to maintain and operate the improvements and infrastructure of the Amoco Property. While it is in existence, the Joint Powers Board shall also have the authority to sell any real property deeded to the Joint Powers Board by the Amoco Oil Company, n/k/a as BP Products North America Inc. The Joint Powers Board, on an annual basis, shall advise the City and County of any sales of such real property conducted in the preceding year. The parties do not intend to transfer water rights available in the Amoco Reuse Agreement to the Joint Powers Board.

III. RATIFICATION OF THE AGREEMENT AS AMENDED

The parties hereto hereby ratify the terms and conditions of the Agreement as amended hereby. All other provisions of the October 20, 1998 Amoco Property Reuse Joint Powers Agreement and the First Amendment to the Amoco Property Reuse Joint Powers Agreement Between Natrona County, Wyoming and the City of Casper, Wyoming dated May 4, 2010 shall remain in full force and effect.

IV: MISCELLANEOUS AGREEMENTS OF THE PARTIES

This Amendment may be executed in counterparts and said counterparts when executed and delivered shall be an original but all of which shall together constitute one and the same Agreement.

This Amendment shall constitute the entire understanding and agreement of the parties, and no amendment or modification of the terms of the Agreement or this Amendment shall be valid or enforceable unless made in writing and executed by all parties hereto.

IN WITNESS WHEREOF, this Amendment is executed on the day and year first above written.

APPROVED AS TO FORM:

Natrona County Attorney

THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

William McDowell, Chairman

ATTEST:

Renea Vitto, County Clerk

APPROVED AS TO FORM:



Casper City Attorney

CITY OF CASPER, WYOMING,
A MUNICIPAL CORPORATION

Paul Meyer, Mayor

ATTEST:

V. H. McDonald, City Clerk

APPROVAL BY ATTORNEY GENERAL

In accordance with Wyo. Stat. Ann. § 16-1-105(a)(ii), the Second Amendment to the Amoco Property Reuse Joint Powers Agreement as attached hereto was reviewed and the Interim Attorney General determined that this modification is compatible with the laws and constitution of the State of Wyoming. The approval of this modification by the Interim Attorney General is limited to the terms and conditions thereof, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the Agreement.

Approved this _____ day of _____, 2014.

Peter K. Michael
Attorney General
State of Wyoming

RESOLUTION NO. ____

A RESOLUTION APPROVING SECOND AMENDMENT TO
THE AMOCO PROPERTY REUSE JOINT POWERS
AGREEMENT BETWEEN NATRONA COUNTY, WYOMING
AND THE CITY OF CASPER, WYOMING

WHEREAS, the City of Casper, Wyoming along with Natrona County, Wyoming had previously entered into the “Amoco Property Reuse Joint Powers Agreement between Natrona County, Wyoming and the City of Casper, Wyoming” as amended (the “Agreement”); and,

WHEREAS, this Agreement provided that all sales of real property under the control of the Joint Powers Board had to be approved by both Natrona County and the City of Casper prior to the sales being consummated; and,

WHEREAS, this requirement has caused delays in the sale of real property by the Joint Powers Board for development in the Amoco Property Reuse area; and,

WHEREAS, it is proposed that the requirement of prior approval of sales by both Natrona County and the City of Casper be deleted by an amendment to the Agreement; and,

WHEREAS, both Natrona County, Wyoming and the City of Casper, Wyoming have found that this real estate sale approval requirement is unnecessary, and should be deleted from the Agreement; and,

WHEREAS, a “Second Amendment to the Amoco Property Reuse Joint Powers Agreement between Natrona County, Wyoming and the City of Casper, Wyoming” has been prepared for execution by both Natrona County and the City of Casper in order to delete the prior sale approval requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest a “Second Amendment to the Amoco Property Reuse Joint Powers Agreement between Natrona County, Wyoming and the City of Casper, Wyoming.”

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 Meyer
Mayor

January 13, 2014

MEMO TO: John C. Patterson, City Manager

FROM: William C. Luben, City Attorney *WCL*

SUBJECT: Approval of License Agreement between the Amoco Reuse Joint Powers Board and the City of Casper for use of City Right-Of-Way for a Trail Use.

Recommendation:

That Council, by Resolution, authorize a License Agreement between the City of Casper and the Amoco Reuse Agreement Joint Powers Board for its use of a tract of property located in the City's right-of-way which is adjacent to the Platte River Commons property.

Summary:

A portion of the La Via Linda Trail was located outside of the boundaries of the Platte River Commons property and was actually located upon a portion of the City of Casper's right-of-way abutting Collins Drive where it turns into Fort Caspar Road.

The Joint Powers Board is requesting that the City issue the Board a license agreement to allow it to use the right-of-way for this trail and for improvements related to the Three Crowns Golf Course. Staff is of the opinion that the City has no need for the right-of-way at this time, and that the license agreement should be approved.

Although the license agreement provides for an eighty-five (85) year use by the Joint Powers Board, it also provides that either party may terminate the license agreement upon sixty (60) days' notice to the other party. As such, in the event the City would ever need the right-of-way for some other purpose, the City would have the ability to terminate the license agreement and use the right-of-way for whatever use may be intended at that time.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this _____ day of _____, 2014, between the City of Casper, Wyoming, a Municipal Corporation, hereinafter referred to as "Licensor" and the Amoco Reuse Agreement Joint Powers Board, 2435 King Blvd., Suite 249, Casper, WY 82604, hereinafter referred to as "Licensee".

IN CONSIDERATION of the covenants, and conditions hereinafter set forth, the Licensor and Licensee hereby covenant, promise, and agree as follows:

1. LICENSED PREMISES:

Licensor hereby agrees to license to Licensee, and Licensee hereby agrees to take from Licensor, for the term hereinafter provided and any renewals thereof, the use of a portion of the real property located in the S1/2NW1/4 of Section 8, Township 33 North, Range 79 West, 6th P.M. and being more particularly described in the map attached hereto as Exhibit "A". Said property is hereinafter referred to as the "Licensed Premises".

2. LICENSE TERM:

The term of this Agreement shall be for a period of eighty-five (85) years, commencing on January 1, 2014. Either party may terminate this Agreement at any time by providing written notice of the intent to terminate at least sixty (60) days prior to the termination date.

3. PURPOSE:

The use of the Licensed Premises shall be for the sole and only purpose of constructing and maintaining improvements related to the Three Crowns Golf Course.

4. INSURANCE:

Licensee agrees to keep the Licensed Premises insured with public liability and property damage insurance in the amounts of Two Hundred Fifty Thousand Dollars (\$250,000) per claimant for any number of claims arising out of a single transaction or occurrence; Five Hundred Thousand Dollars (\$500,000) for all claims of all claimants arising out of a single transaction or occurrence; and, Fifty Thousand Dollars (\$50,000) for property damage. The policies shall further provide that it is primary coverage without any right of contribution from any other insurance policy or other source of the Licensor. Licensee shall provide Licensor with evidence of said insurance coverage within thirty (30) days after execution of this Agreement and prior to the use of the Licensed Premises. Licensor further agrees to hold the City harmless and defend the City in any and all suits, claims, demands, or actions arising from or relating to the use of the Licensed Premises by Licensee.

It is recognized by and between the parties to this Agreement that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyo. Stat. Ann. §§ 1-39-101 to -118. In the event the maximum liability allowed by law is altered, either during the primary term of this Agreement or during any subsequent renewal terms, then such insurance as outlined above from the Licensee 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 Licensor having the option to immediately terminate this Agreement and take possession of the Leased Premises.

5. HOLD HARMLESS AGREEMENT:

Licensee hereby agrees to release, indemnify, and hold the Licensor, its Council, elected officials, manager, officers, employees, and agents harmless from any and all liability, responsibility, claims, demands, actions, attorney fees, or causes of action for personal injury or death to any person, or for damage or loss to property arising out of the Licensee's use of the Licensed Premises.

6. SUBLICENSE:

No part of the Licensed Premises shall be sublicensed or assigned by Licensee, without the written consent of the Licensor first being obtained.

7. ASSIGNMENT:

This License Agreement cannot be assigned, sold, or otherwise transferred by the Licensee without prior written consent of the Licensor.

8. DEFAULT AND SURRENDER OF LICENSED PREMISES:

In the event Licensee fails to do, or causes to be done, any of the terms and conditions of this Agreement; the same shall be considered a default of the entire Agreement. 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 said default. Upon failure to cure said default, Licensor may, at its option, terminate this Agreement, and Licensee shall give up the Licensed Premises peacefully and in as good as condition as when entered.

9. MAINTENANCE:

Licensee agrees to maintain the Licensed Premises in a condition satisfactory to the Licensor. Licensee further agrees that it will not construct any additional buildings or permanent structures upon the Licensed Premises without the prior written authorization of the Licensor.

10. LICENSE RENEWAL:

Licensee may request an extension of this Agreement for an additional eighty-five (85) year term under similar terms and conditions contained herein, provided, however, that the Licensee shall make such request in writing at least ninety (90) days prior to the end of the License Agreement. If Licensor does not agree in writing to extend the Agreement, it shall expire upon its own terms at the end of the License Agreement term.

11. WAIVER:

The waiver of any breach in any of the terms and conditions of this Agreement shall be limited to the act or acts continuing 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 future acts or happenings notwithstanding such individual waiver of any breach thereof.

12. DESTRUCTION:

If the Licensed Premises is rendered wholly or substantially unusable by casualty of act of God, without limitation, flood, earthquake, fire or tornado, Licensee shall have the option, to be exercised within one hundred twenty (120) days after such event, to cancel this Agreement upon thirty (30) days' notice.

13. MISCELLANEOUS COVENANTS:

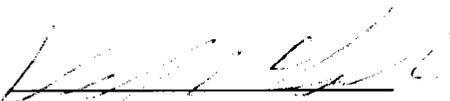
- (a) Licensee agrees that it has examined the Licensed Premises and accepts the same in its present condition;
- (b) Licensee will allow no liens to be placed upon the Licensed Premises;
- (c) Licensor shall have access to the Licensed Premises at all reasonable times for the purpose of inspection, operations and repair;
- (d) Licensee agrees to comply with all applicable, federal, state and local laws, regulations, and codes.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

The Licensor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. Ann. §§ 1-39-101 to -118, and the Licensor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

EXECUTED by the parties hereto on the day and year first above written.

APPROVED AS TO FORM



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
a Municipal Corporation

Paul Meyer, Mayor

WITNESS:

AMOCO REUSE AGREEMENT
JOINT POWERS BOARD

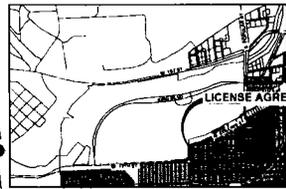
Bryce Row, Chairman

"EXHIBIT A"

LICENSE AGREEMENT BOUNDARY

A PORTION OF LOTS 1 AND 2 OF BLOCK 226, A PORTION OF LOTS 1, 2, 3, AND 4 OF BLOCK 227, A PORTION OF WEST 12TH ST., AND A PORTION OF RAILROAD AVE. ACCORDING TO THE PLAT OF CITY OF CASPER, NATRONA CO. WYO., EAST HALF BLOCK 169-173 INC., BLOCK 194-236 INC.

SITUATED IN
THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4) OF
SECTION 8, TOWNSHIP 33 NORTH, RANGE 79 WEST,
6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING



LOCATION MAP
CASPER, WYOMING

LICENSE AGREEMENT BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOTS 1 AND 2 OF BLOCK 226, A PORTION OF LOTS 1, 2, 3, AND 4 OF BLOCK 227, A PORTION OF WEST 12TH ST. AND A PORTION OF RAILROAD AVE. ACCORDING TO THE PLAT OF CITY OF CASPER, NATRONA CO. WYO., EAST HALF BLOCK 169-173 INC., BLOCK 194-236 INC. RECORDED AS INSTRUMENT NUMBER 75724 OF THE NATRONA COUNTY RECORDS, SITUATED IN THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 8, TOWNSHIP 33 NORTH, RANGE 79 WEST, 6TH P.M., NATRONA COUNTY, WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3 1/4" BRASS CAP STAMPED "M.C." MONUMENTING THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 8.

THENCE S70°35'27"W 3195.20 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND BEING MONUMENTED BY A 3 1/4" BRASS CAP STAMPED "AMCO," SAID POINT BEING ON THE SOUTHERLY LEASE BOUNDARY OF THE PLATTE RIVER COMMONS, THENCE ALONG SAID SOUTHERLY LEASE BOUNDARY S00°18'35"W 230.62 FEET TO A POINT, THENCE CONTINUING ALONG SAID SOUTHERLY LEASE BOUNDARY S41°52'47"W 94.72 FEET TO A POINT, THENCE CONTINUING ALONG SAID SOUTHERLY LEASE BOUNDARY S74°29'37"W 142.19 FEET TO A POINT, THENCE CONTINUING ALONG SAID SOUTHERLY LEASE BOUNDARY S87°34'27"W 306.18 FEET TO A POINT, THENCE S88°51'30"E 307.27 FEET TO A POINT, THENCE ON THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, WITH A CENTRAL ANGLE OF 85°18'05", A RADIUS OF 266.00 FEET, AN ARC LENGTH OF 30.16 FEET, AND A CHORD BEARING N49°25'E, 252.37 FEET, THENCE N05°48'19"E 139.28 FEET TO A POINT, THENCE ON THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, WITH A CENTRAL ANGLE OF 59°33'28", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 31.84 FEET, AND A CHORD BEARING N35°30'30"E, 291.90 FEET, THENCE N55°22'47"E 75.30 FEET TO A POINT ON SAID SOUTHERLY LEASE BOUNDARY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CIRCULAR CURVE, THENCE ALONG SAID SOUTHERLY LEASE BOUNDARY ON THE ARC OF SAID NON-TANGENT CIRCULAR CURVE TO THE RIGHT, CONCAVE NORTHERLY, WITH A CENTRAL ANGLE OF 94°06'27", A RADIUS OF 454.24 FEET, AN ARC LENGTH OF 326.80 FEET, AND A CHORD BEARING S69°44'48"W 325.83 FEET, THENCE CONTINUING ALONG SAID SOUTHERLY LEASE BOUNDARY S00°18'09"W 168.31 FEET TO THE POINT OF BEGINNING FROM WHICH A 3 1/4" BRASS CAP STAMPED "VALBALS" IS MONUMENTING THE NORTHEAST CORNER OF SAID SECTION 8, BEARS N28°43'14"E, 4541.93 FEET.

SAID PARCEL CONTAINING 0.97 ACRES MORE OR LESS

THE BASIS OF BEARING BEING 396°17'39"W FOR THE LINE BETWEEN THE NORTHEAST CORNER OF SAID SECTION 8 AND THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 8 AND MONUMENTED AS SHOWN HEREON

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM AND THE LAST CENTRAL ONE DISTANCES ARE GROUND DISTANCES

SCALE: 1" = 300'

- FOUND BRASS CAP AS NOTED
- BRASS CAP PER RECORD
- ALUMINUM CAP AS NOTED OTHERWISE FROM RECORD
- RECORD LOCATION NOT MONUMENTED

AC = ALUMINUM CAP
BC = BRASS CAP
WC = WITNESS CORNER

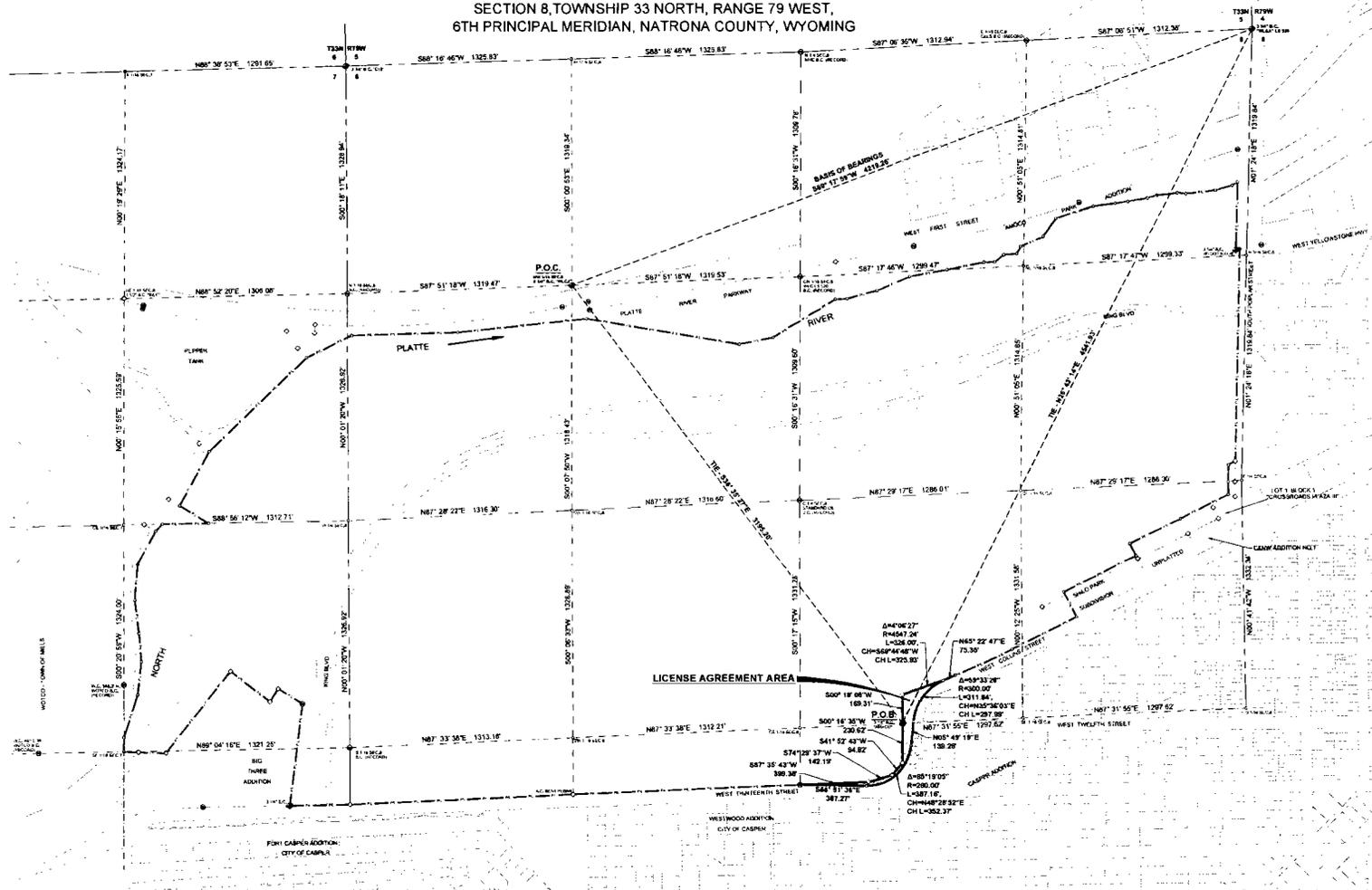
- PLATTE RIVER COMMONS RECORD BOUNDARY LINE
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE
- MONUMENTED POINTS FROM RECORD



**PROFESSIONAL ENGINEERS
& LAND SURVEYORS**
Environmental & Civil Solutions, LLC
1607 CY Ave., Suite 102
Casper, WY 82504
Phone: 307.337.2863
www.ecsengineers.net

SURVEYOR: FIELD: AARON L. MONEY, LST
REVIEW: GEORGE J. DALE, PLS

DATE DRAWN: 12.10.13
BY: ALM



CERTIFICATE OF SURVEYOR

I, GEORGE J. DALE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS EXHIBIT WAS PREPARED FROM THE RECORD OF SURVEY BY M.C. AND FROM NOTES MADE DURING AN ACTUAL FIELD SURVEY OF SAID PROPERTY CONDUCTED BY AARON L. MONEY, DURING OCTOBER 2013, UNDER MY DIRECT SUPERVISION AND THAT THE PHYSICAL AND MATHEMATICAL DETAILS SHOWN HEREON ARE CORRECT AT THE TIME OF SAID SURVEY

RESOLUTION NO.

APPROVAL OF A LICENSE AGREEMENT BETWEEN THE CITY OF CITY OF CASPER, WYOMING AND THE AMOCO REUSE AGREEMENT JOINT POWERS BOARD FOR USE OF CITY RIGHT-OF-WAY.

WHEREAS, the La Via Linda Trail was constructed outside the boundaries of the Platte River Commons property which was otherwise under the control of the Amoco Reuse Agreement Joint Powers Board, and was in fact constructed upon a right-of-way owned by the City of Casper adjacent to Collins Drive where it turns into Fort Caspar Road; and,

WHEREAS, the Joint Powers Board has requested a license agreement from the City in order to clarify the Joint Powers Board's use of the right-of-way for this trail and other improvements related to the Three Crowns Golf Course; and,

WHEREAS, the City of Casper finds that the City has no current use for this real property and that a license agreement should be entered into for the above described purposes; and,

WHEREAS, a license agreement has been prepared to provide for the Joint Powers Board's use of the City's right-of-way for an eighty-five (85) year term, subject to the right of either party to terminate the license agreement upon sixty (60) days' notice to either party thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, a license agreement with the Amoco Reuse Agreement Joint Powers Board licensing the use of a certain portion of a right-of-way abutting Collins Drive where it turns into Fort Caspar Road for its use for a trail and other improvements of the Three Crowns Golf Course under the terms and conditions as set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul Meyer
Mayor

January 17, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Release of Mortgage Deed of Jewel E. Foote

Recommendation:

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

Lot 17, Block 4, Eastdale Addition to the City of Casper, Natrona County, Wyoming as per Plat Recorded May 12, 1950, in Book 130 of Deeds, page 368.

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 \$2,704.50.

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 10th day of December, A.D. 2007, made and executed by Jewel E. Foote as mortgagor, to the City of Casper, Wyoming as mortgagee, conveying certain real estate therein mentioned as security for the Promissory Note Deferred of \$2,704.50 (Two Thousand Seven Hundred Four and 50/100 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 27th day of February, 2008, as Instrument No. 838501, and mortgaging the following described real estate in said County, to wit:

Lot 17, Block 4, Eastdale Addition to the City of Casper, Natrona County, Wyoming as per Plat Recorded May 12, 1950, in Book 130 of Deeds, page 368.

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:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

WHEREAS, Jewel E. Foote executed a *Mortgage Deed With Release of Homestead Deferred* in favor of the City of Casper on December 10, 2007.

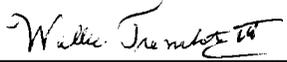
WHEREAS, the Mortgage Deed was recorded in the Natrona County Clerk's office against Lot 17, Block 4, Eastdale Addition to the City of Casper, Natrona County, Wyoming, as per Plat Recorded May 12, 1950, in Book 130 of Deeds, page 368, as instrument number 838501 in the amount of Two Thousand Seven Hundred Four and 50/100 Dollars (\$2,704.50).

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

January 17, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Release of Mortgage Deed of Gracia A. Cardwell

Recommendation:

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

Lot 43, Country Club Estates, An Addition to the City of Casper, Natrona County, Wyoming

Summary:

The above homeowner received a rehabilitation loan through the City's Housing and Community Development Block Grant Housing Rehabilitation Program. The loan was secured by a mortgage deed and recorded in the Office of the County Clerk, Natrona County, Wyoming. The terms and conditions of the loan have been completed 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 \$2,091.00.

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 bearing the date of the 1st day of December, A.D. 2006, made and executed by Gracia A. Cardwell as mortgagor, to the City of Casper, Wyoming as mortgagee, conveying certain real estate therein mentioned as security for the payment of \$2,091.00 (Two Thousand Ninety One 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 21st day of December, 2006, as Instrument No. 808258, and mortgaging the following described real estate in said County, to wit:

Lot 43, Country Club Estates, An Addition to the City of Casper,
Natrona County, Wyoming

is, with a note secured thereby, and the aforementioned debt, fully paid, 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:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

WHEREAS, Gracia A. Cardwell executed a *Mortgage Deed With Release of Homestead Installment* in favor of the City of Casper on December 1, 2006.

WHEREAS, the Mortgage Deed was recorded in the Natrona County Clerk's office against Lot 43, Country Club Estates, An Addition to the City of Casper, Natrona County, Wyoming, as instrument number 808258 in the amount of Two Thousand Ninety One Dollars (\$2,091.00).

WHEREAS, the loan has been paid in full, and 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

January 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Release of Mortgage Deed of Gilbert Valenzuela and Linda D. Criss Valenzuela

Recommendation:

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

Lot 7, Block 93 in the City of Casper, Natrona County, Wyoming

Summary:

The above homeowners 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 mortgagees have 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 \$10,519.00.

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 17th day of January, A.D. 2007, made and executed by Gilbert Valenzuela and Linda D. Criss Valenzuela as mortgagors, to the City of Casper, Wyoming as mortgagee, conveying certain real estate therein mentioned as security for the Promissory Note Deferred of \$10,519.00 (Ten Thousand Five hundred Nineteen 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 5th day of March, 2007, as Instrument No. 813174, and mortgaging the following described real estate in said County, to wit:

The Southwesterly portion of Lot 7, Block 93 in the City of Casper, Natrona County, Wyoming and being more particularly described as follows:

Beginning at the Southwesterly Corner of Said Lot, Running thence 127.96 feet along the Easterly property line of South Spruce Street, being the Westerly Boundary Line of Said Lot, to a point; Running thence Southeasterly 90.45 feet on a straight line parallel with the Northeasterly Boundary Line of Said Lot to a point on the Southeasterly Boundary Line of Said Lot; Running thence 90.45 feet Southwesterly along Said Southeasterly Boundary Line, being the Northwesterly Property Line of CY Avenue, to the point of beginning

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:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

WHEREAS, Gilbert Valenzuela and Linda D. Criss Valenzuela executed a *Mortgage Deed With Release of Homestead Deferred* in favor of the City of Casper on January 17, 2007.

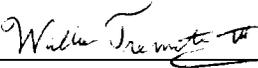
WHEREAS, the Mortgage Deed was recorded in the Natrona County Clerk's office against The Southwesterly portion of Lot 7, Block 93 in the City of Casper, Natrona County, Wyoming, as instrument number 813174 in the amount of Ten Thousand Five hundred Nineteen Dollars (\$10,519.00).

WHEREAS, the terms of the mortgage deed and promissory note have been fully satisfied, and 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

January 14, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Chris Walsh, Chief of Police 

SUBJECT: Contract with information Systems Consulting for Dispatch Phone Move.

Recommendation:

That Council, by resolution, authorize the purchase, installation, and services contract with Information Systems Consulting, Inc. (ISC), in the amount of \$143,932.21, to be used for the move of six (6) existing dispatch phone positions, and purchase and installation of a new seventh (7th) dispatch position in the new dispatch facility located in the Nerd building on Landmark Drive.

Summary:

The Public Safety Communications Center (PSCC) has a current maintenance agreement with ISC for phone systems currently in use in the dispatch center in the Hall of Justice, and those planned for the new facility will be included in that maintenance contract.

The approved dispatch center design for the new facility includes the purchase of a seventh (7th) lead dispatch phone position. It is imperative that the same vendor be used for phone system additions or upgrades in order to maintain compatibility and continuity of service for these critical systems.

Funding for this purchase will come from the PSCC Buildings fund.

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. ISC, Inc. dba Information Systems Consulting, Inc., 401 East E 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 move of the existing six (6) dispatch phone positions from the Hall of Justice building to the new dispatch center located in the Nerd Building on Landmark Drive, as well as the purchase and installation of a new seventh (7th) dispatch phone position for the new facility.

B. The project requires software licenses, equipment, and professional services for planning, configuration, installation and implementation to move the existing equipment and add the new equipment.

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

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

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

1. SCOPE OF SERVICES:

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

A. Provide and install all equipment and services listed in Attachment A (3 Pages). However, the document titled *General Sales Terms & Conditions – ISC, Inc.*, that was included with Attachment A shall not apply to this Contract.

B. Assign a person to work directly with the City as the main point of contact.

C. Planning Stage:

1. Assign a project manager to work directly with City’s project manager.

2. Discuss the equipment move and installations plans with the City.
 3. Discuss the equipment arrival and installation plans with the City.
 4. Verify all equipment is accounted for and not visibly damaged.
 5. Create a detailed plan and configuration of the equipment move and installation.
 6. Schedule the installation and implementation.
 7. Establish a testing plan.
- D. Configuration and Implementation Stage:
1. Existing Equipment
 - a. Disassemble and pack all equipment for shipment to the new location.
 - b. Ship all existing equipment to the new location.
 - c. Unpack, assemble, mount, power and test all equipment.
 2. New Equipment
 - d. Have all new equipment shipped to the new location.
 - e. Unpack, assemble, mount, power and test all equipment.
- E. In accordance with the project, the City shall:
1. Schedule and install power requirements for equipment as specified by Contractor.
 2. Ensure adequate space, and environmental requirements as recommended by Contractor.
 3. Assign a person to work directly with the Contractor as the main point of customer contact.
 4. Provide information, within the scope of the project, as requested by the Contractor.
- F. Contractor shall provide a complete turnkey solution for moving the City's 9-1-1 phone system from the existing Hall of Justice to the new dispatch center located at 441 Landmark Drive. The turnkey solution shall include, but not be limited to:
- Moving all hardware, equipment, all associated telephone lines (9-1-1- and Admin lines), reconfiguration of all connections to other systems (e.g., Spillman) and networks. The entire system installed and provided by Contractor shall be completely operational and functional at the same performance level as the existing system does at its current location.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of April, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Forty-Three Thousand, Nine Hundred Thirty-Two Dollars, and Twenty-One Cents (\$143,932.21).

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:

Walker Tremble

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONTRACTOR
ISC, Inc.

By: R.J. Smith

By: W. Farnsworth

Printed Name: R.J. SMITH

Printed Name: W. FARNSWORTH

Title: CFO

Title: CEO

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. Contractor may use the residual knowledge learned during performance of the services without restriction, but without breaching Section 7.

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. An insurer shall be deemed as acceptable to the City if it has and maintains an A.M. Best's financial strength rating of "A-" or better.

| | <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. Contractor shall provide to City or shall ensure that City is provided with thirty (30) days' advance written notice of cancellation or non-renewal of such insurance.

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 Contractor shall have no responsibility to the City or any other person or entity with respect to consequential or incidental liability caused by the service provided by Contractor, including, but not limited to, any interruption of service, loss of business or anticipatory profits, or consequential damages, even if Contractor has been advised in advance of the possibility or likelihood of such damages. In no event shall Contractor be liable for loss of profits or any indirect, special or consequential damages arising out of this Contract, even if Contractor has been advised in advance of the possibility or likelihood of such damages. Without limiting the application of the foregoing limitations on damages, except for Contractor's indemnification obligations, in no case shall the total damages payable by Contractor under or in connection with this Contract exceed five hundred thousand dollars (\$500,000).

11.6 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.

11.7 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.

11.8 In regard to the equipment that the Contractor will move from the existing dispatch center to the new location, the following shall apply: (1) If Contractor negligently causes damage to the equipment because of improper installation, improper hook-up, improper electrical connections, or something substantially similar, Contractor is responsible for actual cost of replacing or repairing the damaged equipment and the labor costs to install it. It is anticipated that the Contractor's professional liability or errors and omissions insurance would cover that claim. (2) If Contractor negligently causes physical damage to the equipment during packing, transport, unpacking or installation, Contractor is responsible for actual cost of replacing or repairing the damaged equipment and the labor costs to install it. It is anticipated that the Contractor's transit insurance would cover the costs for that claim. (3) If, however, the Contractor uses commercially reasonable care in moving the equipment, but the equipment simply fails to re-boot, restart or otherwise properly perform once installed at the new location, the City is responsible for the costs of repair or replacement of the equipment, and the labor to install it.

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.

15. WARRANTY:

Contractor warrants that those products and goods that are manufactured by Contractor, 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. Contractor does not warrant any products or goods sold hereunder that are not manufactured by Contractor; but Contractor will transfer to the City upon sale any and all manufacturer's warranties held by Contractor that are associated with such products and goods. Manufacturer's warranties start from the date of distributor or manufacturer invoice to Contractor. Other than the warranties set forth above, and the Contractor's warranty to provide a completely operational and fully-functioning system (as described in Part I, Section 1. F. of this Contract) , all products and goods sold hereunder are sold 'As Is' and with no other warranty whatsoever. Contractor 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 the City. Contractor's warranty to provide a completely operational and fully-functioning system (as described in Part I, Section 1. F. of this Contract) is for thirty (30) days from the time the system is placed in service at the new dispatch center and accepted by the City.

ATTACHMENT A



ISC Wyoming
401 E E St
Casper, WY 82601

ISC Colorado
8680 Concord Center Dr
Englewood, CO 80112

| |
|---|
| Bill To: |
| City of Casper Police Dept 201 N David St Casper 82601-1865 US |
| Ship To: |
| City of Casper Police Dept 201 N David St Casper, WY 82601-1865 |

| | | | |
|-------------------|---|----------|------------|
| Quote # | Q-00007123 | | |
| Date: | 12/27/2013 | Expires: | 01/31/2014 |
| Sales Rep: | James Voorhies jvoorhies@iscorp.net (307) 995-2000 | | |
| Customer Contact: | Mark Trimble mtrimble@cityofcasperwy.com (307) 235-8308 | | |
| Description: | Dispatch Center Move | | |

| Quantity | Item # | Description | Unit Price | Line Total |
|-----------------------------|----------|--------------------------------------|------------|------------|
| Satellite VIPER Node | | | | |
| 1 | 912920 | ECCP Workstation License | \$4,037.50 | \$4,037.50 |
| 1 | 913850/S | VIPER Enabling Kit - SONIC | \$2,762.50 | \$2,762.50 |
| 1 | 912811/U | Application Server Access License | \$422.88 | \$422.88 |
| 1 | 912812/U | PBX Access License - Per Workstation | \$274.13 | \$274.13 |

| Quantity | Item # | Description | Unit Price | Line Total |
|---------------------------|----------|---------------------------------------|------------|------------|
| Power 911 Software | | | | |
| 1 | 913100/U | Power 911 Client Access License (CAL) | \$8,495.75 | \$8,495.75 |
| 1 | 913202/U | Power 911 Server Access License (SAL) | \$1,695.75 | \$1,695.75 |
| 1 | 913152 | Power 911 Add-On Recorder for Radio | \$510.00 | \$510.00 |

| Quantity | Item # | Description | Unit Price | Line Total |
|---------------------------------|--------|-------------|------------|------------|
| Viper Power MIS Software | | | | |

Printed on: 12/27/2013 10:58:11 AM
Page 11 of 13

| | | | | |
|---|----------|-------------------------------|----------|----------|
| 1 | 920102/U | Power MIS Data Access License | \$719.95 | \$719.95 |
|---|----------|-------------------------------|----------|----------|

| Quantity | Item # | Description | Unit Price | Line Total |
|---------------------------|-----------|---|------------|------------|
| Power IWS Hardware | | | | |
| 1 | 914102/BB | IWS Workstation Prebuilt Product Bundle | \$2,085.00 | \$2,085.00 |
| 1 | E10158 | LCD display - TFT - WLED - 20" - widescreen | \$338.75 | \$338.75 |
| 1 | 914600/3 | IWS Ext Prog Keypad Model 683-U- 24 Buttons | \$168.75 | \$168.75 |
| 1 | Q914410 | IWS Workstation UPS | \$925.00 | \$925.00 |

| Quantity | Item # | Description | Unit Price | Line Total |
|-----------------------------------|--------|--|------------|------------|
| Power LVR Recorder License | | | | |
| 1 | E10070 | Audiolog Operational Recording (per Audiolog Seat) | \$405.00 | \$405.00 |

| Quantity | Item # | Description | Unit Price | Line Total |
|---|-------------|--|------------|------------|
| 5YR Enhanced System Software Support | | | | |
| 4 | 950999/SUB1 | Software Subscription Service (1 Year) | \$1,875.00 | \$7,500.00 |
| 4 | 950999/PRO5 | Software Protection and Remote Technical Support (5 Years) | \$750.00 | \$3,000.00 |

| Quantity | Item # | Description | Unit Price | Line Total |
|---|--------------|---|------------|------------|
| Verint Audiolog 5000 Series Server | | | | |
| 1 | C89-170-3333 | Audiolog 5000-Series MAX-PRO/Quad-Core TLR | \$8,258.75 | \$8,258.75 |
| 1 | C89-170-3256 | Intel-PRO/1000GT Dual Port Server Adapter | \$300.00 | \$300.00 |
| 5 | C89-170-3312 | Verint Tier 2 Software Maintenance Audio Log Server | \$1,222.50 | \$6,112.50 |

| Quantity | Item # | Description | Unit Price | Line Total |
|------------------------------------|--------|-------------|------------|------------|
| Motorola Audiolog Licensing | | | | |

City of Casper, Wyoming
 100 West 26th Avenue
 Casper, Wyoming 82401

| | | | | |
|---|--------------|---|-------------|-------------|
| 1 | C89-160-0996 | Audiolog License Transfer (NON Discountable) | \$300.00 | \$300.00 |
| 1 | C89-170-0520 | Motorola Astro P25 IP Console integration, with API Licenses (NON-DISCOUNTABLE) | \$45,000.00 | \$45,000.00 |
| 1 | C89-170-0535 | P25 Audiolog Enabler | \$13,600.00 | \$13,600.00 |

| Quantity | Item # | Description | Unit Price | Line Total |
|----------------------------------|--------------|---|-------------|-------------|
| ISC Professional Services | | | | |
| 1 | ISC-PROJECT | ISC PROJECT SERVICES Move Viper & Verint Equipment from HOJ to New Dispatch Center, Shut Down Existing Hardware, Setup Viper at New Location, Re-Configure equipment. ISC will need the Radio Vendor to be available as well as the CAD system Engineers to be available and on Site. ISC will be the project mangers for this Project and work with the City on a Statement of Work. | \$33,360.00 | \$33,360.00 |
| 1 | ISC-DATACOMM | ISC DATACOMM SERVICES; Viper Back Room Cabling Requirements for Recording | \$3,660.00 | \$3,660.00 |

| | |
|---------------|---------------------|
| SubTotal | \$143,932.21 |
| Discount | \$0.00 |
| Estimated Tax | \$0.00 |
| Total | \$143,932.21 |

City of Casper / ISC contract 2014

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT WITH INFORMATION SYSTEMS CONSULTING, INC. TO PROVIDE SERVICES AND EQUIPMENT TO MOVE EXISTING DISPATCH CENTER PHONE POSITIONS AND ADD A SEVENTH (7th) DISPATCH PHONE POSITION IN THE NEW DISPATCH FACILITY.

WHEREAS, the City of Casper desires to move the existing six (6) dispatch phone positions from the Hall of Justice building to the new dispatch center located in the Nerd Building on Landmark Drive; and,

WHEREAS, the City of Casper desires to add a seventh (7th) dispatch phone position in the new facility per the system design specifications; and,

WHEREAS, Information Systems Consulting, Inc. is ready, willing and able to provide such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Information Systems Consulting, Inc., in the amount of One Hundred Forty-Three Thousand, Nine Hundred Thirty-Two Dollars, and Twenty-One Cents (\$143,932.21).

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

January 15, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Approving a Consent Agreement for License Agreement with AT&T
Mobility for 1550 East 12th Street.

Recommendation:

That Council, by resolution, approve a Consent Agreement for a license agreement for a tract of land located in part of Section 10, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 1,000 square feet, more or less, and located at 1550 East 12th Street.

Summary:

The City entered into a License Agreement with WWC Holding Co. Inc., on June 22, 2010, for a tract of land located in part of Section 10, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 1,000 square feet, more or less, and located at 1550 East 12th Street. AT&T Mobility II, LLC then became the successor in interest to WWC Holding Co. Inc. on June 22, 2010. MYCOM, on behalf of, AT&T Mobility II, LLC has requested the City provide its consent to upgrade the existing utility service for the Ethernet to the cell site.

A resolution and consent agreement have been prepared for Council's consideration.

CONSENT AGREEMENT

This Consent Agreement (“Agreement”) is made and entered into this ____ day of _____, 201__ by and between the following parties:

1. The City of Casper of Casper, Wyoming (“Licensor”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. MYCOM (“Licensee”), 37 Inverness Drive East, #100, Centennial, Colorado 80112.

Throughout this Agreement, Licensor and Owner may be individually referred to as a “party” or collectively referred to as the “parties.”

RECITALS

A. The parties entered into a License Agreement on June 17, 2008 for a lease concerning a portion of the property located at 1514 East 12th Street, Casper, Wyoming.

B. The Licensor received correspondence from Felicia Arnold of MYCOM on behalf of AT&T, dated October 29, 2013, requesting the Licensor’s consent to upgrade the existing utility service for the Ethernet to cell site project.

C. The Licensor desires to grant the Licensee’s request, subject to the terms and conditions of this Agreement.

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

1. The recitals set forth above are incorporated at this point as if fully set forth as part of this Agreement.
2. The Licensor hereby grants the Licensee’s request, as outlined in the correspondence referenced above. Provided, however, the Licensor’s grant of consent is subject to Licensee’s agreement to and compliance with the following condition: AT&T and their approved contractors shall comply with all of the terms and conditions of the License Agreement and all subsequent amendments thereto, including, but not limited to, providing all insurance and indemnification required thereunder.

APPROVED AS TO FORM:

ATTEST:

V.H. McDonald
City Clerk

LICENSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul Meyer
Mayor

WITNESS:

Printed Name: _____

Title: _____

LICENSEE:
MYCOM on behalf of AT&T

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____,
201__ by Paul Meyer as the Mayor of the City of Casper, Wyoming.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____,
201__ by _____ as the _____ of
_____.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONSENT AGREEMENT
FOR LICENSE AGREEMENT BETWEEN THE CITY OF
CASPER AND AT&T MOBILITY II, LLC.

WHEREAS, the City of Casper and WWC Holding Co. Inc. entered into a License Agreement, on June 17, 2008, for a tract of land located in part of Section 10, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 1,000 square feet, more or less, and located at 1550 East 12th Street; and,

WHEREAS, on June 22, 2010, AT&T Mobility II, LLC became successor in interest to WWC Holding Co. Inc.; and,

WHEREAS, the City of Casper received correspondence from Felicia Arnold of MYCOM on behalf of AT&T Mobility II, LLC, dated October 29, 2013, requesting the Licensor's consent to upgrade the existing utility service for the Ethernet to the cell site; and,

WHEREAS, the City of Casper desires to grant the Licensee's request, subject to the terms and conditions of the consent agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest the Consent to Agreement of foregoing license agreement with MYCOM on behalf of AT&T Mobility II, LLC.

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

APPROVED AS TO FORM:

Walter Tremington

ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Mayor

January 6, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Easements from Granite Peak Properties, LLC
Installation of Water Main Across Private Property for the Casper Logistics Center

Recommendation:

That Council, by resolution, accept two easements from Granite Peak Properties, LLC, for installation of a water main across private property.

Summary:

The Casper Logistics Hub is a proposed 700 acre industrial rail park located near the Natrona County International Airport. Granite Peak Properties, LLC, has granted the City of Casper two easements for installation of a new water main to serve the facility. The easements are located across portions of Sections 4, 9, and 16 of Township 34 North, Range 80 West, of the 6th Principal Meridian, Natrona County, Wyoming. Installation of the water main will be by the developers. The easements allows the City to construct, maintain, repair, and/or replace the utility in the future as may be required.

A resolution is prepared for Council's consideration.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:
That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, Granite Peak Properties, LLC, whose address is P.O. Box 51568, Casper, Wyoming 82605, hereinafter referred to as the Grantor, hereby grants to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the Grantee, a perpetual easement for the construction, maintenance, repair, replacement, and removal of a public water main over, across and under the following described land located in the County of Natrona and State of Wyoming, to-wit:

See Exhibit "A" and Exhibit "B"

Grantor also grants the right of ingress and egress to and from the said land for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the public water main located on the easement property.

Grantee shall restore all areas disturbed for the purposes of laying out, constructing, inspecting, operating, maintaining, and replacing the public water main on the easement property to pre-existing conditions, or better.

Dated this 30th day of December, 2013.

GRANITE PEAK PROPERTIES, LLC
GRANTOR:

By: *Richard Furoseris*
Printed Name: _____
Title: *Managing Member*

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 30th day of December, 2013 by *Richard Furoseris*, as the *Managing Member* of Granite Peak Properties, LLC.

Rhonda Cashel
Notary Public

My Commission Expires: *5/19/2015*

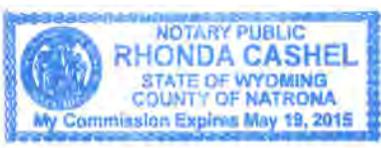




EXHIBIT "A"
WATER & SANITARY SEWER LINE EASEMENT
GRANITE PEAK PROPERTIES, LLC

A strip of land to be designated as a water and sanitary sewer line easement situate within the SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, T.34N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being more particularly described as follows:

Commencing at the center $\frac{1}{4}$ corner of said Section 4, monumented by a brass cap;

Thence N39°03'29"E, a distance of 792.88 feet to the Point of Beginning located on the easterly line of the Burlington Northern Santa Fe Railroad right-of-way line;

Thence N67°45'49"E, a distance of 237.99 feet to a point;

Thence S22°11'40"E, a distance of 778.16 feet to a point;

Thence S27°28'18"W, a distance of 128.62 feet to a point;

Thence S22°14'13"E, a distance of 590.98 feet to a point;

Thence S69°45'33"E, a distance of 249.65 feet to a point;

Thence S20°14'27"W, a distance of 20.00 feet to a point;

Thence N69°45'33"W, a distance of 258.46 feet to a point;

Thence N22°14'13"W, a distance of 609.05 feet to a point;

Thence N27°28'18"E, a distance of 128.63 feet to a point;

Thence N22°11'40"W, a distance of 307.06 feet to a point;

Thence S67°48'20"W, a distance of 10.00 feet to a point;

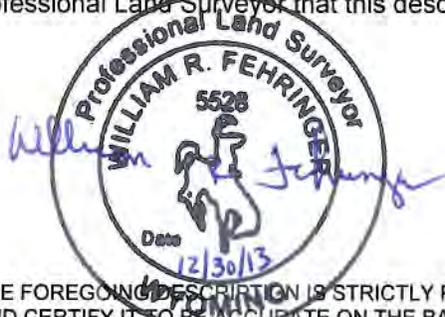
Thence N22°11'40"W, a distance of 431.82 feet to a point;

Thence S67°45'49"W, a distance of 207.99 feet to a point;

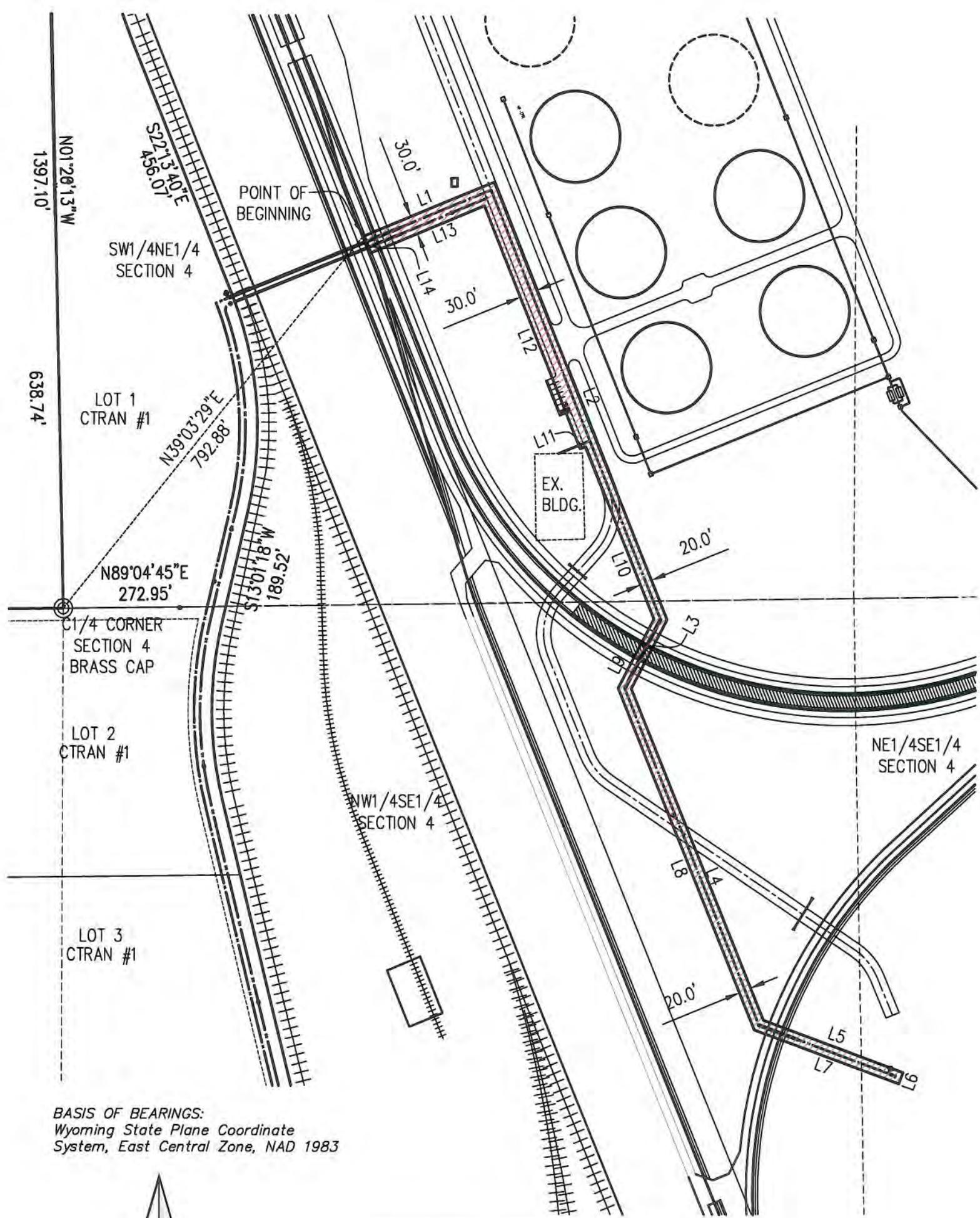
Thence N22°11'43"W, a distance of 30.00 feet to the Point of Beginning.

The above described easement contains 1.056 acres, (45,982.50 s.f.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

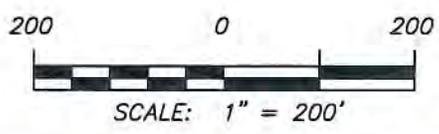
I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in April and May, 2013, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



BASIS OF BEARINGS:
Wyoming State Plane Coordinate
System, East Central Zone, NAD 1983



| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L1 | N67°45'49"E | 237.99' |
| L2 | S22°11'40"E | 778.16' |
| L3 | S27°28'18"W | 128.62' |
| L4 | S22°14'13"E | 590.98' |
| L5 | S69°45'33"E | 249.65' |
| L6 | S20°14'27"W | 20.00' |
| L7 | N69°45'33"W | 258.46' |
| L8 | N22°14'13"W | 609.05' |
| L9 | N27°28'18"E | 128.63' |
| L10 | N22°11'40"W | 307.06' |
| L11 | S67°48'20"W | 10.00' |
| L12 | N22°11'40"W | 431.82' |
| L13 | S67°45'49"W | 207.99' |
| L14 | N22°11'43"W | 30.00' |

EXHIBIT "B"

WATER & SEWER LINE EASEMENTS

GRANITE PEAK PROPERTIES, LLC

SW1/4NE1/4, NW1/4SE1/4
& NE1/4SE1/4 SECTION 4
T.34N., R.80W., 6TH P.M.
NATRONA COUNTY, WYOMING
DECEMBER, 2013



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

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:
That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, Granite Peak Properties, LLC, whose address is P.O. Box 51568, Casper, Wyoming 82605, hereinafter referred to as the Grantor, hereby grants to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the Grantee, a perpetual easement for the construction, maintenance, repair, replacement, and removal of a public water main over, across and under the following described land located in the County of Natrona and State of Wyoming, to-wit:

See Exhibit "A" and Exhibit "B", Sheets 1 - 5

Grantor also grants the right of ingress and egress to and from the said land for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the public water main located on the easement property.

Grantee shall restore all areas disturbed for the purposes of laying out, constructing, inspecting, operating, maintaining, and replacing the public water main on the easement property to pre-existing conditions, or better.

Dated this 30th day of December, 2013.

GRANITE PEAK PROPERTIES, LLC
GRANTOR:

By: [Signature]
Printed Name: _____
Title: Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 30th day of December 2013 by Richard Furserwis, as the Managing Member of Granite Peak Properties, LLC.

[Signature]
Notary Public

My Commission Expires: 5/19/2015





EXHIBIT "A"
20' WIDE WATER LINE EASEMENTS
GRANITE PEAK PROPERTIES, LLC

Easement #1:

A twenty foot (20') wide strip of land to be designated as a water line easement situate within the SE¼NE¼ of Section 16, T.34N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being ten feet on each side of the following described center line:

Commencing at the east ¼ corner of said Section 16, monumented by a brass cap;

Thence S89°55'26"W, along the south line of the SE¼NE¼ of said Section 16, a distance of 1061.78 feet to the Point of Beginning;

Thence N13°55'58"W, a distance of 537.49 feet to the Point of Termination located on the southerly line of the Casper/Natrona County International Airport Clear Zone.

The above described easement contains 0.247 acres, (10,749.82 s.f.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Easement #2:

A twenty foot (20') wide strip of land to be designated as a water line easement situate within the W½SE¼, W½NE¼ and the NE¼NW¼ of Section 9 and the E½SW¼ of Section 4, T.34N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being ten feet on each side of the following described center line:

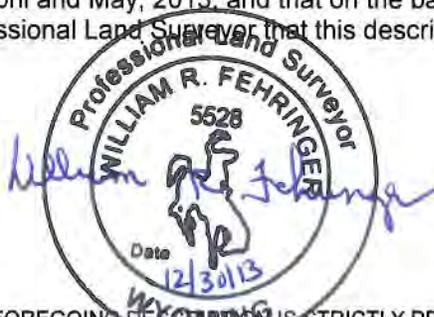
Commencing at the southeast corner of said Section 9, monumented by a brass cap;

Thence N67°06'17"W, a distance of 1973.74 feet to the Point of Beginning located on the northerly line of the Casper/Natrona County International Airport Clear Zone;

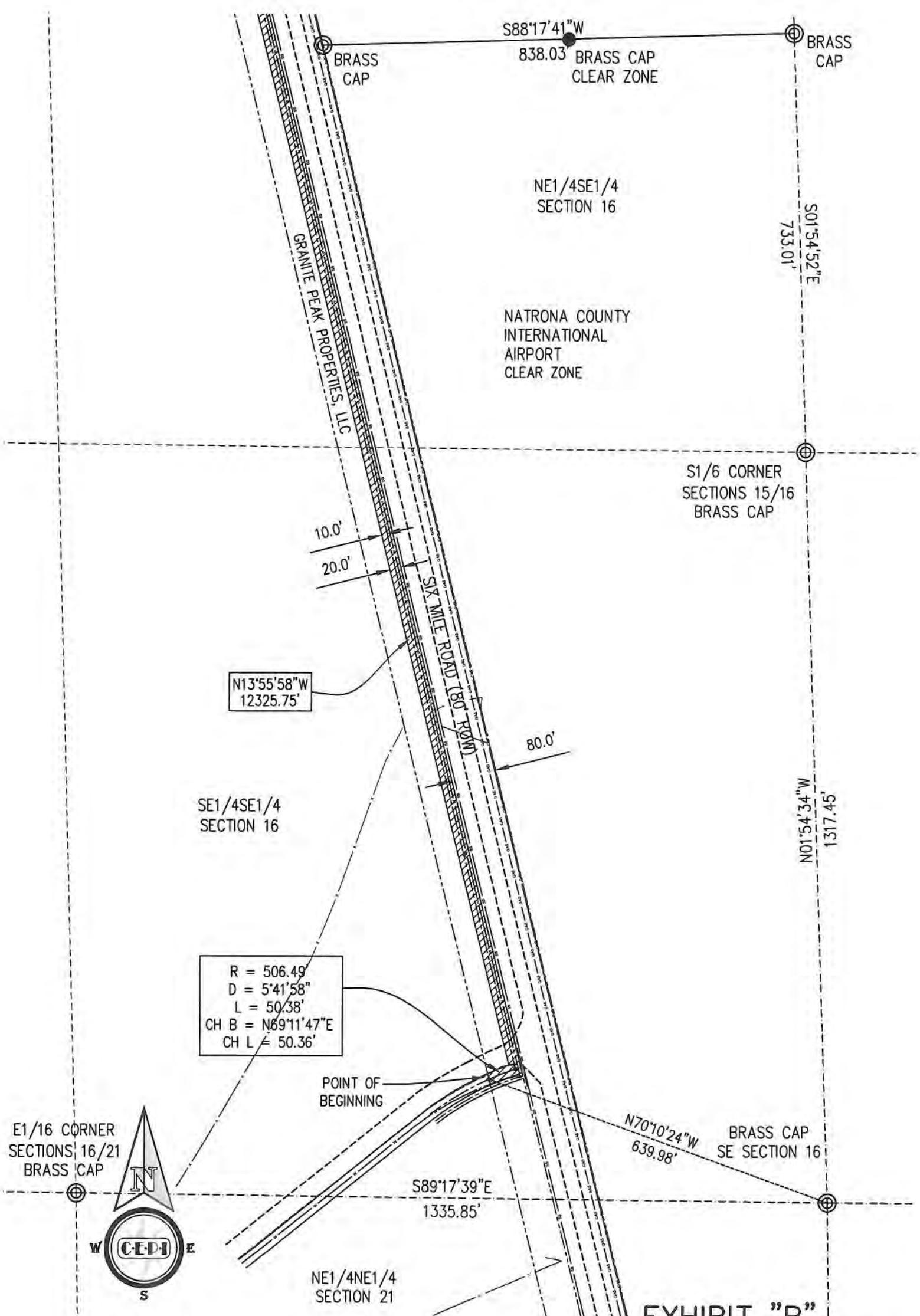
Thence N13°55'58"W, along a line ten feet west of and parallel with the west right-of-way line of Six Mile Road (County Road #119), a distance of 6350.29 feet to the Point of Termination.

The above described easement contains 2.916 acres, (127,005.89 s.f.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in April and May, 2013, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



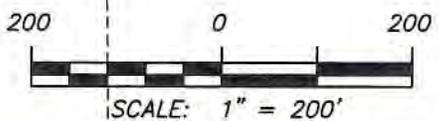
N13°55'58"W
12325.75'

SE1/4SE1/4
SECTION 16

R = 506.49
D = 5°41'58"
L = 50.38'
CH B = N69°11'47"E
CH L = 50.36'

POINT OF
BEGINNING

E1/16 CORNER
SECTIONS 16/21
BRASS CAP



BASIS OF BEARINGS:
Wyoming State Plane Coordinate
System, East Central Zone, NAD 1983

EXHIBIT "B"

20' WIDE WATER LINE EASEMENT
GRANITE PEAK PROPERTIES, LLC

E1/2SE1/4, NE1/4 SECTION 16
W1/2SE1/4, W1/2NE1/4
& NE1/4NW1/4 SECTION 9
E1/2NW1/4 SECTION 4
T.34N., R.80W., 6TH P.M.
NATRONA COUNTY, WYOMING
JULY, 2013
SHEET 1 OF 5



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

NE1/4NE1/4
SECTION 16

NW1/4NE1/4
SECTION 16

NATRONA COUNTY
INTERNATIONAL
AIRPORT
CLEAR ZONE

NATRONA COUNTY
INTERNATIONAL
AIRPORT

GRANITE PEAK
DEVELOPMENT, LLC

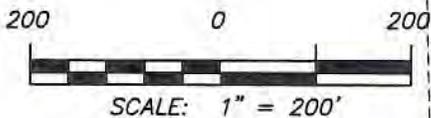
SE1/4NE1/4
SECTION 16

SW1/4NE1/4
SECTION 16

BRASS CAP
CLEAR ZONE

GSS
SITE

BASIS OF BEARINGS:
Wyoming State Plane Coordinate
System, East Central Zone, NAD 1983



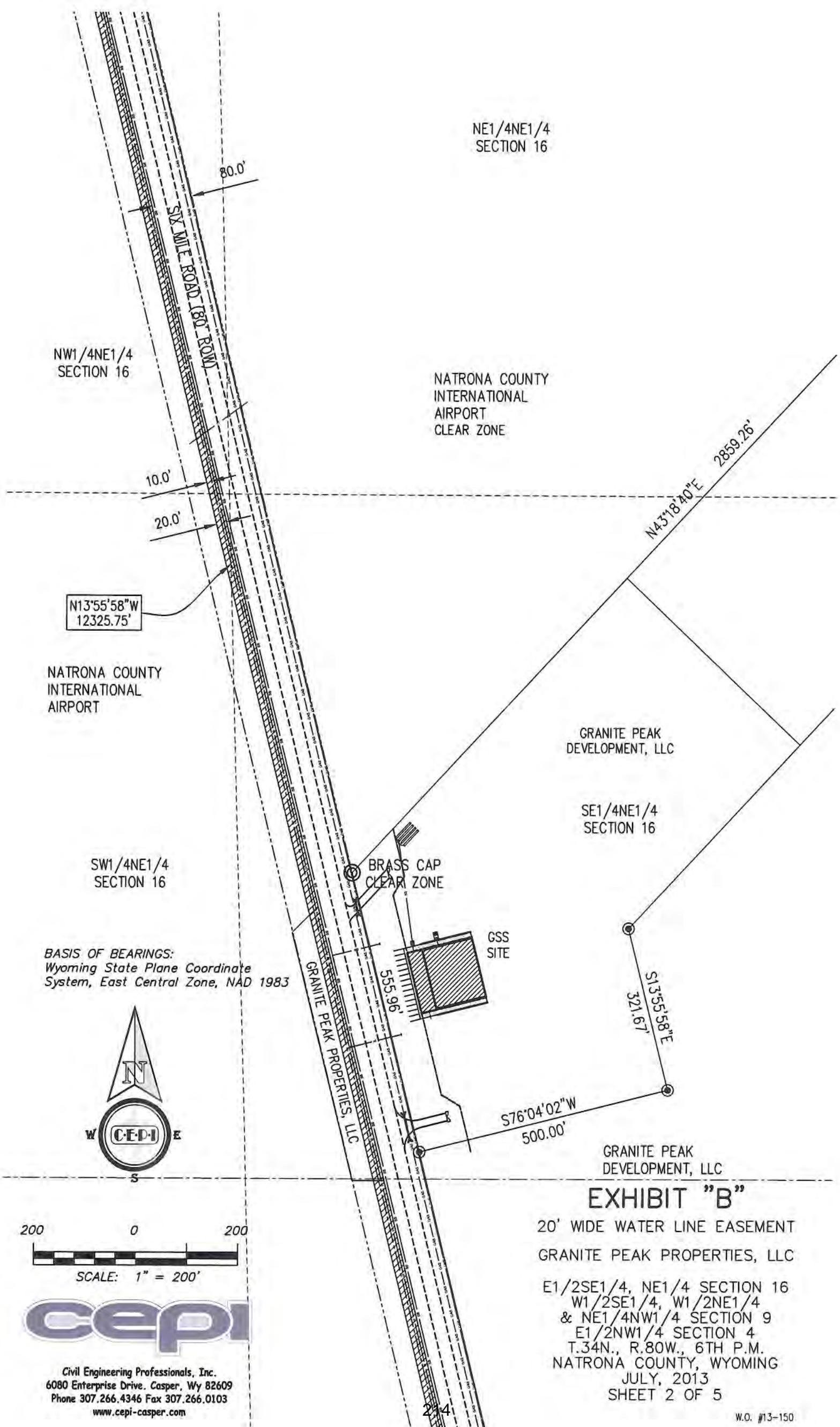
Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

EXHIBIT "B"

20' WIDE WATER LINE EASEMENT
GRANITE PEAK PROPERTIES, LLC

E1/2SE1/4, NE1/4 SECTION 16
W1/2SE1/4, W1/2NE1/4
& NE1/4NW1/4 SECTION 9
E1/2NW1/4 SECTION 4
T.34N., R.80W., 6TH P.M.
NATRONA COUNTY, WYOMING
JULY, 2013
SHEET 2 OF 5

W.O. #13-150



NW1/4SE1/4
SECTION 9

GRANITE PEAK
DEVELOPMENT, LLC

WEST WINDS
FARMS

SIX MILE ROAD (80' ROW)

80.0'

GRANITE PEAK PROPERTIES, LLC

S43°18'26"W
1861.53'

SW1/4SE1/4
SECTION 9

NATRONA COUNTY
INTERNATIONAL
AIRPORT

10.0'

20.0'

BRASS CAP
CLEAR ZONE

N13°55'58"W
12325.75'

NATRONA COUNTY
INTERNATIONAL
AIRPORT
CLEAR ZONE



SCALE: 1" = 200'

BASIS OF BEARINGS:
Wyoming State Plane Coordinate
System, East Central Zone, NAD 1983

EXHIBIT "B"

20' WIDE WATER LINE EASEMENT
GRANITE PEAK PROPERTIES, LLC

E1/2SE1/4, NE1/4 SECTION 16
W1/2SE1/4, W1/2NE1/4
& NE1/4NW1/4 SECTION 9
E1/2NW1/4 SECTION 4
T.34N., R.80W., 6TH P.M.
NATRONA COUNTY, WYOMING
JULY, 2013
SHEET 3 OF 5



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

S1/4 SECTION 4
BRASS CAP

GRANITE PEAK PROPERTIES, LLC

NE1/4NW1/4
SECTION 9

NW1/4NE1/4
SECTION 9

GRANITE PEAK
DEVELOPMENT, LLC

WEST WINDS
FARMS

N13°55'58"W
12325.75'

20.0'

10.0'

END OF EXISTING RAILS 3-11-13

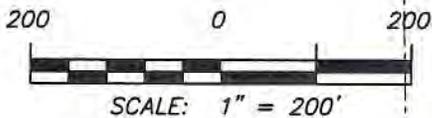
SE1/4NW1/4
SECTION 9

SW1/4NE1/4
SECTION 9

80.0'

SIX MILE ROAD (80' ROW)

BASIS OF BEARINGS:
Wyoming State Plane Coordinate
System, East Central Zone, NAD 1983

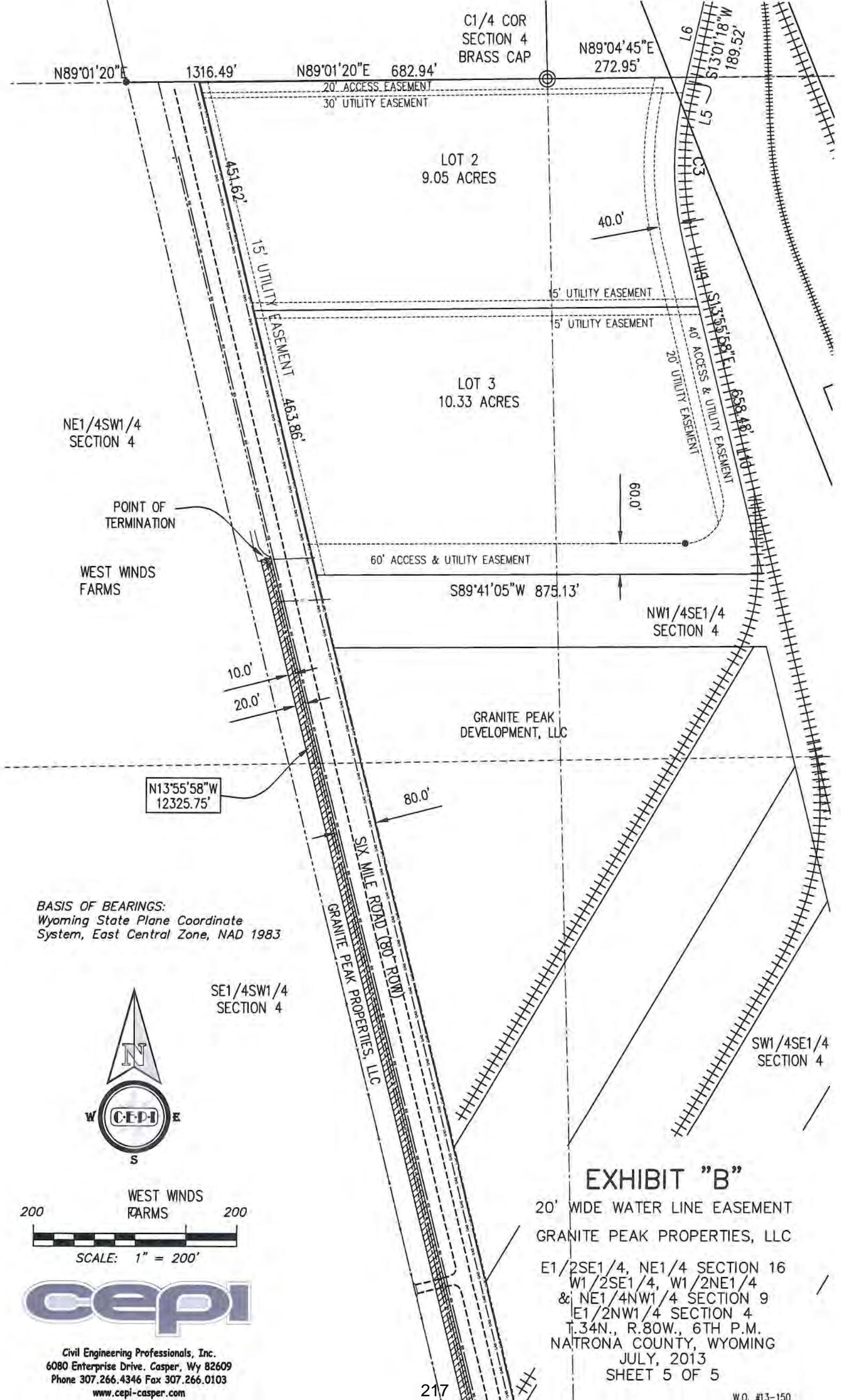


SCALE: 1" = 200'

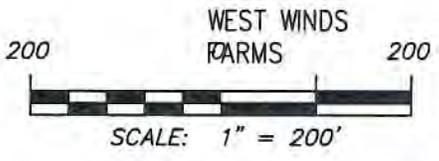


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EXHIBIT "B"
20' WIDE WATER LINE EASEMENT
GRANITE PEAK PROPERTIES, LLC
E1/2SE1/4, NE1/4 SECTION 16
W1/2SE1/4, W1/2NE1/4
& NE1/4NW1/4 SECTION 9
E1/2NW1/4 SECTION 4
T.34N., R.80W., 6TH P.M.
NATRONA COUNTY, WYOMING
JULY, 2013
SHEET 4 OF 5



BASIS OF BEARINGS:
 Wyoming State Plane Coordinate
 System, East Central Zone, NAD 1983



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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING AN EASEMENT FROM GRANITE PEAK PROPERTIES, LLC, FOR INSTALLATION OF A WATER MAIN ACROSS PRIVATE PROPERTY.

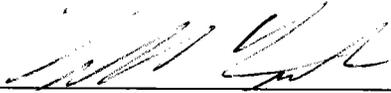
WHEREAS, an easement is required for installation of public water mains across private property; and,

WHEREAS, Granite Peak Development, LLC, has granted the City of Casper the necessary easement across portions of Sections 4, 9, and 16 of Township 33 North, Range 80 West, of the 6th Principal Meridian, Natrona County, Wyoming, for service to the Casper Logistics Hub.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the right-of-way easement is hereby accepted.

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

January 7, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Rick Harrah, Public Services Director
David W. Hill, P.E., Public Utilities Manager
SUBJECT: Outside-City Water Service Contract with Shawn J. Fink

Recommendation:

That Council, by resolution, authorize an outside-City water service contract with Shawn J. Fink, 1655 E. Sunlight Dr., Casper, Wyoming 82601

Summary:

This parcel of land is located north of the City on the west side of Bryan Stock Trail. This contract provides for outside-City water service.

The City owns, operates, and maintains the water transmission main in Bryan Stock Trail to which Mr. Fink would connect.

The owner has signed and submitted a Commitment to Annex, attached to this contract.

The Public Utilities Advisory Board has conceptually approved the agreement and has recommended Council approval.

A resolution is prepared for the Council's consideration.

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 20____ by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Shawn J. Fink, 1655 E. Sunlight Dr., Casper, Wyoming 82601 hereinafter referred to as "Owner."

WITNESSETH:

WHEREAS, Owner is the owner of certain land as described in Exhibit "A" being a portion of the W1/2 SE1/4 SE1/4 NE1/4 of Section 34, Township 34 North, Range 79 West of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,

WHEREAS, Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,

WHEREAS, Owner can connect by a service line into the City owned 16-inch water transmission line on Bryan Stock Trail; and,

WHEREAS, Owner and City have agreed to such outside-city water service under the terms and conditions as hereinafter stated.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. The property served shall be limited to that described in Exhibit "A". No other properties shall be served without the express permission of the City Council of the City of Casper.
2. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure beyond the control of the City, water service may not be available. The City of Casper, Wyoming, does not waive any immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 et. seq., as amended.
3. The Owner shall obtain at Owner's costs, one ¾-inch, or 1-inch meter to service his property, which meter will be owned by the City. The Owner shall, at Owner's sole cost and expense, install a 1-inch water service line from the 16-inch Bryan Stock Trail Water System transmission line to service Owner's property. The water service line curb box shall be installed approximately twenty (20) feet from the transmission line. A meter pit and water meter shall be installed by Owner immediately downstream of the curb boxes.

The City shall own, operate, and maintain the individual 1-inch service line to the curb box, curb stop and water meter. The Owner shall own, operate, and maintain the meter pit.

The Owner shall, at Owner's sole cost and expense, install a 1½ or 2-inch water service line from the meter pit to his property.

The Owner shall own, operate and maintain the 1½-inch or 2-inch water service line beyond the curb box located near the Bryan Stock Trail water transmission line.

The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed.

4. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Sunlight Drive at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.

Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.

The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction in Sunlight Drive shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

5. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the Casper City Council. The commitment to annex form shall be executed concurrently with this agreement, shall provide that said commitment shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, shall be included in every sale, conveyance or mortgage involving the above-described property, and shall further run with and bind the real property described and set forth in Exhibit "A". This Agreement shall terminate, and be null and void between the parties and the City shall have the right to terminate all services provided for pursuant to this Agreement in the event the Owner fails to annex its property to the City within one (1) year after being requested to annex said property by the City Council or after the City Council's approval of a property owner's petition for the annexation thereof.

6. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
7. The curb box shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.
8. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.

The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such other entity to bind such entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et. seq., as amended.

9. The meter pit and water meter, as required by the City's staff, shall be obtained and installed by and at the sole expense of the Owner according to the rules and regulations of the City. The meter pit shall remain the property of the Owner.
10. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
11. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service.

12. Owner agrees that Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi and that Owner shall encourage all residents to adhere to the following water saving device recommendations; toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
13. Owner shall be allotted one (1) water service connection and meter to the property shown on Exhibit "A".
14. The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall become null and void.
15. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et. seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
16. This Agreement, and all terms and covenants contained herein shall be binding upon the Owner and Owner's heirs, successors in interest, and assigns, shall run with and bind the real property described and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records against said real property.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

ATTEST:

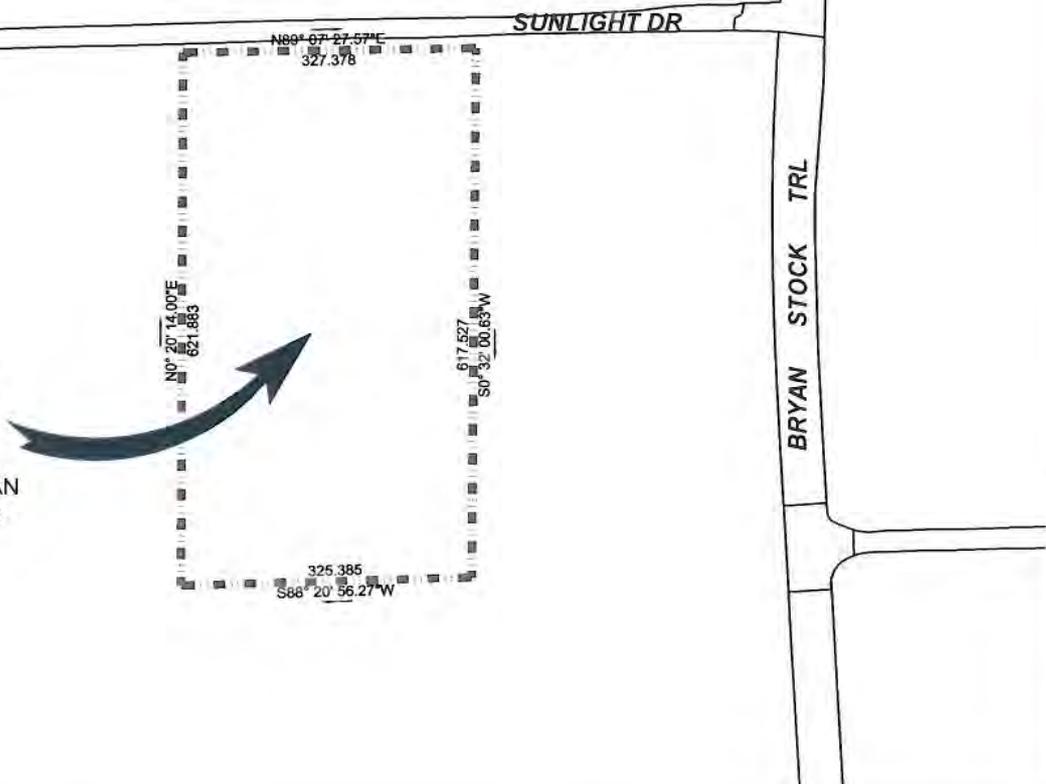
CITY OF CASPER, WYOMING
A Municipal Corporation:

V.H. McDonald
City Clerk

Mayor

EXHIBIT "A" LOCATION MAP

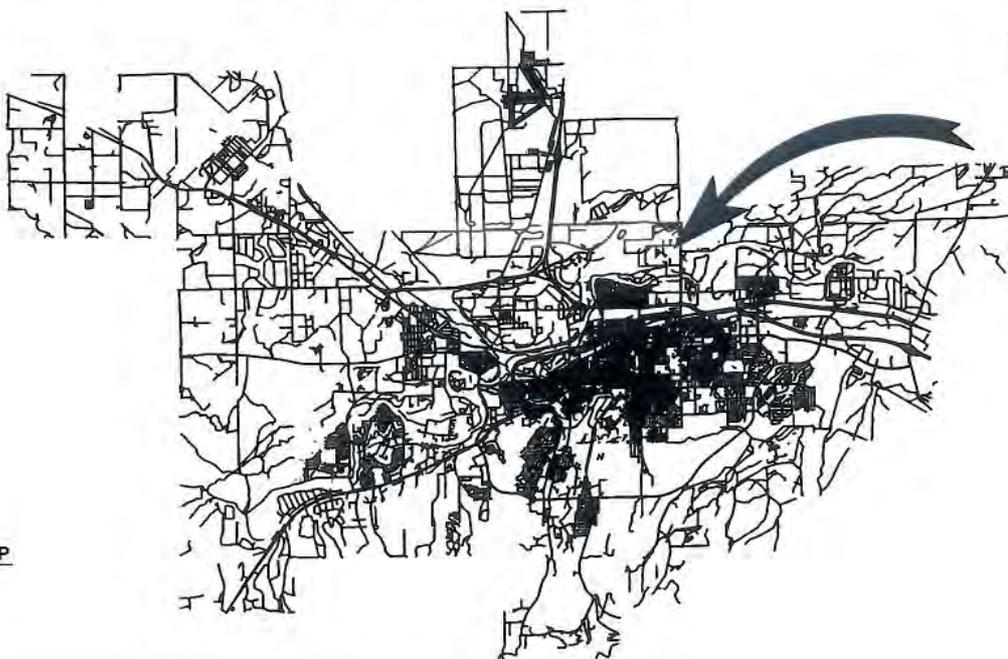
SHAWN FINK
1655 EAST SUNLIGHT DRIVE
LOCATED IN THE W $\frac{1}{2}$ SE $\frac{1}{4}$ OF
THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF
SECTION 34, T34N R79W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING



VICINITY MAP
NOT TO SCALE

VICINITY MAP

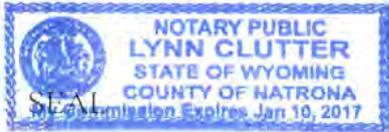
**PROPOSED
SERVICE
LOCATION**



VICINITY MAP
NOT TO SCALE

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 6th day of January, 2014.
by Shawn J. Fink, as OWNER.



Lynn Clutter
Notary Public

My commission expires: 1-10-17

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 20__.
by _____, as _____
of _____, MORTGAGEE.

SEAL

Notary Public

My commission expires: _____

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

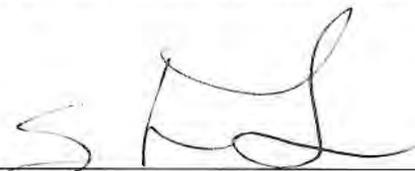
We, SHAWN FINK + FIB, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

1655 East Sunlight Drive – W1/2, SE1/4, SE1/4, NE1/4 of Section 34, Township 34 North, Range 79 West

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

1/6/14
Date


Shawn J. Fink
OWNER

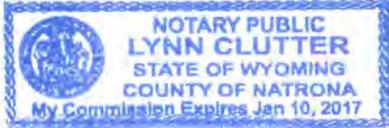
1/6/14
Date

First Interstate Bank
MORTGAGEE

By: Donna E. Smith
Name: Donna E. Smith
Title: Credit Vice President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 6th day of January, 2014, by ~~Shawn Fink~~ Donna E. Smith as ASst. Vice President of First Interstate Bank the Mortgagee.



(Seal)

Lynn Clutter
NOTARY PUBLIC

My commission expires: 1-10-17

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me by _____ as Mayor of City of Casper, Wyoming this _____ day of _____, 2014.

(Seal)

NOTARY PUBLIC

My commission expires: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN OUTSIDE-CITY
WATER SERVICE CONTRACT WITH SHAWN J. FINK.

WHEREAS, Shawn J. Fink has requested outside-City water service from the
City of Casper; and,

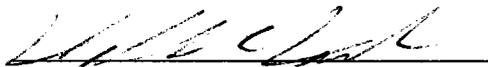
WHEREAS, a contract for providing such water service has been proposed
containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of
Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to
execute, and the City Clerk to attest, an Outside-City Water Service Contract with Shawn J.
Fink, 1655 E. Sunlight Drive, Casper, Wyoming 82601.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Mayor

January 21, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services with WWC Engineering
Casper Raw Water Irrigation System Improvements, Project No. 12-29

Recommendation:

That Council, by resolution, authorize a contract for professional services with WWC Engineering (WWC), for design and construction administration services related to the Casper Raw Water Irrigation System Improvements, Project No. 12-29, in the amount of \$205,000.

Summary:

The North Casper Soccer Complex is currently irrigated through a combination of treated potable water and a raw water facility. The raw water facility was constructed in 2006 and has seen minimal operational success due to plugged filter media when turbidity levels in the North Platte River are excessive. A feasibility study evaluated the performance of the existing raw water system along with the potential to expand the system to also irrigate the softball and baseball fields adjacent to the soccer complex, including the Casper Youth Baseball fields south of East "K" Street.

A request for proposals was sent to qualified consultants to furnish engineering design and construction administration services for these improvements. Two proposals were received from interested consultants. Both firms were interviewed, and based on team qualifications, demonstrated design experience, willingness to meet time requirements, and community involvement of the firm, WWC was selected by City staff.

WWC will design an alluvial well field capable of providing water quantity and quality sufficient to supply the existing and expanded raw water irrigation systems that serve the North Casper Soccer Complex and adjacent baseball and softball fields. Modifications to existing treatment facilities will be incorporated into the design to support alluvial well field design, including modification of the existing sand filter basin. Design of new pumps and transmission water main necessary to supply water from the modified filtered water basin to the areas identified for future expansion of the irrigation system will be provided as well. Design services are to be completed by June 17, 2014, with construction tentatively scheduled for completing by November 2014.

Funding for the project is available in the amount of \$1,345,637. This includes \$473,037 in Parks funds, \$385,000 in County Wide Consensus funding, and the \$487,600 from Wyoming Water Development Commission funds. This funding is to cover all design, construction, construction administration, and water rights acquisition services.

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. WWC Engineering, 6000 East 2nd Street, Suite 1004, Casper, Wyoming, 82609 ("Consultant").

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

RECITALS

A. The City is undertaking the expansion of the raw water irrigation system at the North Casper Soccer Complex to provide treated raw water irrigation to the Field of Dreams, North Casper No.1 and No. 2, and Tani Ball Fields, along with Wells Park.

B. The project requires professional services for engineering design and construction administration.

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

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

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

1. PROJECT DESCRIPTION:

The intent of the project is to design an alluvial well field capable of providing water quantity and quality sufficient to supply the existing and expanded raw water irrigation systems that serve the North Casper Soccer Complex and adjacent baseball and softball fields. Modifications to existing treatment facilities will be incorporated into the design to support alluvial well field design, including modification of existing sand filter basin. Design of new pumps and transmission water main necessary to supply water from the modified filtered water basin to the areas identified for future expansion of irrigation system will be provided as well.

2. FUNDING:

Funding for the project is available in the amount of One Million Three Hundred Forty-Five Thousand Six Hundred Thirty-Seven Dollars (\$1,345,637). This includes Four Hundred Seventy-Three Thousand Thirty-Seven Dollars (\$473,037) in Parks Funds, Three Hundred Eighty-Five Thousand Dollars (\$385,000) in County Wide Consensus Funding, and the Four Hundred Eighty-Seven Thousand Six Hundred Dollars (\$487,600) from Wyoming Water Development Commission (WWDC). This funding is to cover all design, construction, construction administration, and water rights acquisition.

3. SCOPE OF SERVICES:

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

A. Raw Water Supply

1. Consultant will proceed with evaluation of alluvial wells for raw water supply. A geotechnical investigation will be performed to determine depth to bedrock, alluvial thickness, and measure the hydraulic properties of the alluvium layer in order to estimate well yield and feasibility of alluvial well field concept. If results indicate favorable conditions to support well construction, preliminary well designs will be prepared using results from geotechnical investigation. One production well will be drilled and constructed using preliminary design and used to conduct a full scale pump test. Results from the pump test will determine actual well yield and water quality. Collected data will be used to finalize and optimize well design for remaining wells, as well as to quantify well yield and determine the number of wells to be constructed.
2. Consultant will design necessary piping and connections from proposed well field to existing raw water pipeline and provide recommendations for future uses of existing surface water intake and infrastructure. It is assumed the existing flow meter could be repurposed with modifications to pipeline.
3. If water supply through the alluvium is not feasible, alternate methods of raw water treatment from surface intake will be evaluated to replace the sand filter.

B. System Expansion

1. Consultant will determine projected future irrigation demands using information provided by Parks Department including irrigation system layout and configuration, number of zones, watering times/durations, etc. After establishing demand, consultant will design modifications to existing sand

filter to use as storage facility or provide recommendations to eliminate it from the system completely.

2. The Consultant shall design a new 900 gpm, 100 hp, vertical turbine pump to pump filtered water to irrigation system. The pump shall include a variable frequency drive and necessary electrical system improvements.
3. The Consultant shall design the necessary piping, metering, and valving to replicate the piping system on the existing well pump. Valves are to include a pressure reducing/pressure sustaining valve (PR/PSV) to allow for recirculation of water into the modified sand filter basin during start-up and low flow conditions.

C. Filtered Water Jockey Pump

1. The Consultant shall design for a filtered water jockey pump in the filtered water pump station to provide water for infield prep work and washing at the ball fields. The pump shall be designed with the appropriate PLC to control the pump based on flow rate.

D. Solenoid Valve for the Pressure Reducing/Pressure Sustaining Valve

1. The Consultant shall design for the installation of a solenoid valve on the PR/PRV to de-energize and close the PR/PRV when flow rates exceed 350 GPM for an extended period of time.

E. Filtered Water Supply

1. The Consultant shall design the expansion of the filtered water transmission pipeline to provide irrigation supply to the North Casper fields, Tani Field, and the Field of Dreams complex. The pipeline is to connect to the existing twelve (12) -inch treated water pipeline on the west side of Bryan Stock Trail and extend to the downstream side of the backflow preventers on the three irrigation system for North Casper fields, Tani Field, and Field of Dreams complex. The Consultant shall size the pipeline for appropriate flows and pressures and provide a drain line for the winterization. The Consultant shall design modifications to the existing irrigation system for acceptance of raw water modifications, along with any regulatory measures advising the public of raw water irrigation practices.

F. Controls and Monitoring

1. The Consultant shall design a Supervisory Control and Data Acquisition (SCADA) system to control and monitor the raw water irrigation system. The

SCADA system shall consist of three (3) programmable logic controllers (PLCs): one at the raw water well field; one at the filtered water pump station; and one at the City Garage for remote monitoring and control of the system. The three (3) PLCs shall provide local control of the systems and provide for radio communication via spread spectrum radios.

2. The PLC at the Raw Water Well Field will control and monitor, at a minimum, the following:
 - Water level in modified filter basin
 - Operation of individual well pumps
 - Alarms for pump failures
3. The PLC at the Filtered Water Pump Station will monitor and control, at a minimum, the following:
 - Water level in modified filter basin
 - Water level in filtered water basin
 - Pump No. 1 operation
 - Pump No. 2 operation
 - Jockey pump operation
 - Flow paced pump controls for three filtered water pumps
 - Meter reading for pump No. 1
 - Meter reading for pump No. 2
 - Solenoid for PR/PSV No. 1
 - Solenoid for PR/PSV No. 2
 - Alarms for pump failures
 - Alarms for low water levels
 - Intrusion alarm
 - Pump operation time controls
 - VFD for pump No. 1
 - VFD for pump No. 2
4. The PLC at the City garage will allow remote monitoring and control of the facility.

G. Computer-Aided Drafting Format.

1. The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be PDF and DXF and be compatible with AutoCAD Version 2007 release or later.

H. Location, Survey, and Construction Drawings.

1. Plan and profile sheets shall consist of a horizontal scale of not less than

1"=50', and an appropriate vertical scale, indicating all features necessary to construct the improvements.

2. Conduct field surveys to collect topographic data, surface elevations, and utilities information as needed. Consultant shall utilize base mapping provided by the City from the City's Geographical Information System database for plan sheet preparation.
3. Contact other utilities (i.e. - telephone, power, cable TV, gas, etc.) to obtain location of their utilities in project locations and to coordinate any required adjustments.
4. Plan and plan profile sheets shall contain the following information:
 - a. Plan and profile sheets shall contain sufficient detail and information in order to determine construction cost of the improvement and to construct the improvements.
 - d. Consultant's professional engineering stamp in accordance with Wyoming State Statutes.
 - e. All original plan and profile sheets shall be delivered to Owner upon completion of Project.
 - f. Consultant shall provide the City Engineering Office and WWDC a copy of final drawings of the Project in AutoCAD and PDF format labeled as "Final Design Drawings – Casper Raw Water Irrigation System Improvements Project."
5. Consultant shall provide the Public Services Department and WWDC three (3) copies of the "draft" construction drawings and project manuals to be reviewed by City and WWDC staff.
6. The Consultant shall incorporate into the construction drawings a Legend Sheet with symbols and legends. All drawing symbols shall be approved by the Public Services Department and WWDC prior to commencement of work. These symbols, legends, and layer identification symbols shall be incorporated into the drawings.
7. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.

8. The Consultant shall meet with representatives from the City Public Services Department and WWDC at least monthly during the course of preparing drawings and specifications to discuss the status of the project. In addition, the Consultant shall attend any interim special meetings with City staff relating to the performance of this contract. The purpose of the meetings will be to discuss elements of design alternatives, project criteria, project status, and design options. Consultant shall prepare and distribute minutes of all progress meetings.

In addition, the Consultant shall hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the project plans, to be held at the Consultants office. Progress review meetings shall be attended by City and WWDC staff.

9. All final drawings, details, lettering, symbols, etc., shall be drawn in black water resistant ink.
10. The Consultant shall prepare and provide the Casper Public Services Department and WWDC for approval, final plans and specifications, incorporating changes requested by the City and WWDC.
11. The Consultant shall provide the Casper Public Services Department four (4) sets and WWDC two (2) sets of final plans and project manuals prior to public advertisement of bids. Prior approval from City and WWDC staff must be received prior to advertisement for bids.
12. Final drawings shall be placed on 11 by 17 inch paper sheets, plotted in black and white.

I. Project Manual.

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

- a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edit "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of 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. After typing by the Owner, Consultant shall incorporate them into the Project Manual.
5. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

J. Sub-consultants.

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

K. Advertising and Bidding Phase.

1. The Consultant shall send Advertisement for Bids to contractors on the City's Bidders List.

Consultant shall prepare Advertisement for Bids in conformance with the City of Casper Standards and furnish Owner for publication.
2. The Consultant shall send final drawings and project manuals to plan centers located in Casper, Cheyenne, Salt Lake, and Denver.
3. The Consultant shall provide up to twenty-five (25) sets of final drawings and specifications to contractors who request sets. All costs of drawing and specification reproduction shall be borne by the Owner.

The price for bid sets shall be established by the Owner, with the Consultant

collecting these fees and reimbursing the Owner for sets so purchased. The Owner will reimburse one-half (1/2) of the bid set fees to bidders if returned in acceptable condition within a specified period of time after the bid opening.

4. The Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them to all parties listed on the plan holders sheet. The Consultant shall invite city and WWDC staff to the meeting.
5. Consultant shall prepare and distribute addenda, if necessary.
6. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
7. The Consultant shall provide a written opinion to the Casper Public Services Department and WWDC stating their recommendation for awarding the bid.

L. Construction Phase:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and City and act as Owner and City's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner and City may otherwise agree in writing. All of Owner and City's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner and City to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner and City throughout the construction phase as deemed necessary by the Consultant or Owner and City, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, Owner, City, and WWDC staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner, City, and WWDC. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.

3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner and City informed of the progress of the Work. The RPR and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor and the progression of the Work.
 - b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in Exhibit "A", "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".
 - c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner and City with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to

comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner and City informed of the progress of the Work, and will alert Owner and City to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the Owner and City, a copy of which shall be given to Owner, City, and WWDC no less frequently than one (1) time each week during construction of the Project.

e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the Owner and City upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

f. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.

During construction, progress meetings to include Owner and City's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner and City. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor's construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of

construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor, as follows:
 - a. Establish horizontal and vertical control for construction.
 - b. All staking will be done once, and contractor will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner, City, and WWDC.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good

faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.

12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:

- a. Consultant shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner and City, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance

with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner and City with written comments.

14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner & City and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph N.12.b (Construction Phase). Consultant shall invite WWDC staff to the walk through.
15. Record Drawings. Consultant shall provide the Owner, City, and WWDC one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultants observations of "as-constructed" Work performed by the Contractor. Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11 by 17 inch record drawings to Owner, City, and WWDC. Consultant shall also provide to Owner, City, and WWDC a copy of record drawings of the Project in AutoCAD and PDF format labeled as "Record Drawings – Casper Raw Water Irrigation Improvements Project".
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner and City in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner and WWDC for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any

Contractor, or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs L.1 through L.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

4. TIME OF PERFORMANCE:

The services of the Consultant through Advertising and Bidding Phase shall be undertaken and completed on or before the 17th day of June 2014.

5. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the attached Exhibit B, not to exceed a ceiling amount sum fee of Two Hundred Five Thousand Dollars (\$205,000). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

6. METHOD OF PAYMENT:

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

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

7. TERMS AND CONDITIONS:

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

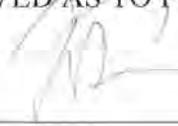
8. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

CONSULTANT
WWC Engineering

By: _____

Printed Name: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the

services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

EXHIBIT A
TO
CONTRACT FOR PROFESSIONAL SERVICES

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF
AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

Consultant shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Consultant in observing performance of the work of Consultant(s). The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR.

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison.
 - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples.
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples that are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.
 - c. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Rejection of Defective Work, Inspections, and Tests.
- a. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests are conducted in the presence of appropriate personnel, and observe, record, and report to Consultant appropriate details relative to the test procedures.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
6. Interpretation of Contract Documents. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendation to Consultant. Transmit to Contractor decisions as issued by Consultant.
8. Records.
- a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related

documents.

- b. To the extent permitted by RPR's presence on the site in accordance with Paragraph 1.3.3 of Part I - Agreement, Page I-2, keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports.

- a. Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and Schedule of Shop Drawing and sample submittals.
- b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to Consultant and Owner upon the occurrence of any accident.

10. Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Completion.

- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority.

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specially authorized by Consultant.

EXHIBIT B

| Proposed Fee Schedule City of Casper CASPER RAW WATER IRRIGATION IMPROVEMENTS PROJECT WWC Engineering December 11, 2013 | Total HRS | Total Labor Cost | Sub-Consultants | | Expense Cost | Total Labor & Expenses |
|---|--------------|------------------------|-----------------|-----------------|-----------------|------------------------------|
| | | | HDR | Tetra Tech | | |
| 1 Design Phase | 374 | \$33,261 | \$48,500 | \$10,000 | \$1,750 | \$93,511 |
| A) Site Visit, Data Compilation | 16 | \$1,460 | \$1,500 | | \$350 | |
| B) Geotech Investigation | 6 | \$584 | | \$10,000 | | |
| C) Evaluation of Alluvium | 6 | \$603 | \$6,000 | | | |
| D) Preliminary Well Field Design | 6 | \$622 | \$9,000 | | | |
| E) Well Supply Piping/Raw Water Pipeline Modifications | 28 | \$2,700 | \$3,000 | | | |
| F) Sand Filter Basin Modification | 20 | \$2,044 | | | | |
| G) Jockey Pump and PR/PSV solenoid Valve | 24 | \$2,432 | \$1,000 | | | |
| H) Hydraulic Modelieng and Pump Design | 56 | \$5,640 | | | \$700 | |
| I) New Filtered Water Transmission Main Design | 40 | \$3,792 | | | | |
| J) SCADA and Control System Design | 8 | \$860 | \$15,000 | | | |
| K) Power Supply and Electrical Design | 4 | \$440 | \$5,000 | | | |
| L) Prepare Plans and Specifications | 160 | \$12,064 | \$8,000 | | \$700 | |
| 2 Phase II Well Field Design - Pump Test | | \$6,886 | \$23,500 | | | \$30,386 |
| A) Construct One Production Well with 72-hr Pump Test | | \$6,886 | \$9,000 | | | |
| B) Evaluate Test Data, Optimize Remaining Well Designs | | | \$8,500 | | | |
| C) Well Field Engineering Report | | | \$6,000 | | | |
| 3 Advertising and Bidding Phase | 21 | \$1,788 | \$1,000 | | \$300 | \$3,086 |
| A) Advertise Project | 4 | \$292 | | | \$50 | |
| B) Hold Pre-Bid Conference | 5 | \$498 | | | \$200 | |
| C) Questions and Addenda | 7 | \$596 | \$1,000 | | | |
| D) Project Letting and Award | 5 | \$402 | | | \$50 | |
| 4 Construction Administration | 646 | \$59,338 | \$12,000 | \$6,000 | \$1,250 | \$78,588 |
| A) Pre-Construction Meeting, Submittal review, Contract Initiation | 52 | \$4,472 | \$8,000 | | | |
| B) Construction Staking | 40 | \$3,688 | | | \$1,050 | |
| C) Construction Inspection | 530 | \$44,970 | \$4,000 | | \$200 | |
| D) Materials Testing | | \$1,456 | | \$6,000 | | |
| E) Project Completion and Closeout | 24 | \$2,048 | | | | |
| F) Prepare As-Built Drawings | 36 | \$2,704 | | | | |
| DESIGN DAYS | 144.9 | | | | | |

\$ 205,573

Total Design Fee Upset Amount: \$205,000.00

Note: Hourly rates used for calculation of labor costs are shown on the attached 2013 Schedule of Charges

Signed: 

Date: 12-11-13

Title: Brian M. Moore



**CITY OF CASPER
RAW WATER IRRIGATION IMPROVEMENTS PROJECT
SCHEDULE OF CHARGES**

| | | | |
|---------------------------------------|--------------------------|---|-------------------|
| PERSONNEL | HOURLY FEE | PERSONNEL | HOURLY FEE |
| Principals of Firm | \$117.00 | CADD Manager | \$75.00 |
| Senior Technical Advisor | \$132.00 | CADD Designer | \$71.00 |
| Professional, Level 6 | \$114.00 | CADD Operator 2 | \$68.00 |
| Professional, Level 5 | \$111.00 | CADD Operator 1 | \$62.00 |
| Professional, Level 4 | \$104.00 | Technician Supervisor | \$75.00 |
| Professional, Level 3 | \$97.00 | Technician 3 | \$69.00 |
| Professional, Level 2 | \$91.00 | Technician 2 | \$65.00 |
| Professional, Level 1 | \$83.00 | Technician 1 | \$51.00 |
| Systems Analyst 2 | \$69.00 | Administrative Specialist | \$62.00 |
| Systems Analyst 1 | \$61.00 | Administrative Assistant | \$49.00 |
| | | | |
| EXPENSES | FEE | ENVIRONMENTAL MONITORING | FEE |
| Subcontractors | Cost | Organic Vapor, O ₂ /LEL Meters | \$40/day |
| Equipment/Supply Purchases for Client | Cost | Water Level/Interface Probes | \$50/day |
| Personal Travel Expenses | Cost | Disposable Bailers | \$10/each |
| Vehicle Mileage | IRS Rate | Turbidity, pH, Conductivity, DO Meters | \$50/day |
| | | Hydrolab Meter | \$300/day |
| OFFICE | FEE | High Capacity In-Line Filters | \$25/each |
| Photocopies | 12¢/page | Low Capacity In-Line Filters | \$15/each |
| Large Format Photocopies | 60¢/sq. ft. | Disposable No-Purge Sampler- Large | \$50/each |
| Drawings- Large Format Plots | \$11/sheet | Disposable No-Purge Sampler- Small | \$35/each |
| Drawings - 11"x 17" | \$1.30/page | Current Meters | \$30/day |
| Facsimiles | \$1/page | Water Level Recorders | \$30/day |
| Expendables | Cost | Personnel AQ Monitor | \$30/day |
| | | Bailing Cord | \$.08/foot |
| FIELD EQUIPMENT | FEE | SURVEYING EQUIPMENT | FEE |
| Data Logger with Single Transducer | \$80/day | GPS | \$350/day |
| Additional Transducers | \$25/day | GeoXH GPS | \$50/day |
| Generator | \$100/day or \$250/week | Total Station | \$25/hour |
| Fluids Pump | \$100/day or \$250/week | Robotic Total Station | \$35/hour |
| Air Compressor | \$50/day or \$150/week | Differential Levels, etc. | \$15/hour |
| ATV | \$120/day or \$390/week | Underground Line Locator | \$100/day |
| Power Hand Auger | \$15/hour | | |
| Nuclear Density Tester | \$20/Test (min. 3 tests) | | |

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR THE CASPER RAW WATER IRRIGATION SYSTEM IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to secure a consulting engineering firm to provide engineering services for the Casper Raw Water Irrigation System Improvements Project; and,

WHEREAS, WWC Engineering is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with WWC Engineering for the engineering services more specifically delineated in the contract for professional services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the contract, for a total amount not to exceed Two Hundred Five Thousand and 00/100 Dollars (\$205,000.00).

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

January 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew B. Beamer, P.E., City Engineer *AB*
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Contract for Professional Services for Design and Construction Administration Services
Highland Park and Forest Drive Stormwater Detention Ponds, Project 13-63

Recommendation:

That Council, by resolution, authorize a contract for professional services with WLC Engineering, Surveying & Planning, for design and construction administration services for the Highland Park and Forest Drive Stormwater Detention Ponds, Project No. 13-63, in the amount of \$256,782.

Summary:

With the recent completion of the City of Casper 2011 Stormwater Management Master Plan, the City of Casper has chosen two of the highly recommended stormwater detention projects from the plan to improve flood control and provide water quality and community enhancements.

A request for proposals was sent to qualified consultants to furnish engineering design and construction administration services to construct the two stormwater detention ponds, one at Highland Park, and the other near the north end of Forest Drive, just south of I-25. Based on their proposals, three consultants were evaluated further. Based on team qualifications and experience, WLC Engineering, Surveying & Planning (WLC) was selected by City staff. WLC submitted the best proposal and also submitted a separate fee in the amount of \$256,782.

Design services for the project include preparation of construction plans and specifications; coordination with the Wyoming State Engineer's Office (SEO) for necessary pond permits; coordination with the US Army Corps of Engineers (USACE) for necessary wetland permits; coordination with the Federal Emergency Management Agency (FEMA) for necessary floodplain map revisions; and assistance to the City in advertising for, opening, and evaluating construction bids.

Construction administration services for the project include construction observation and inspection by a resident engineer and a technician. These duties include material testing, field surveying, reviewing and preparing construction pay estimates, preparing record drawings showing actual as-constructed conditions of the project, meetings with the Owner and contractor, and reviewing and approval of shop and material product data.

The fee proposal for this project is higher than normal due to the extensive permitting required through the Wyoming SEO, the USACE, and FEMA. Funding will be entirely from 1%#14 monies allocated for stormwater improvements.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this ____ 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. WLC Engineering, Surveying & Planning, 200 Pronghorn, Casper, WY, 82601 ("Contractor").

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

RECITALS

A. The City is undertaking a project to create two detention ponds as recommended in the City of Casper 2011 Stormwater Management Master Plan.

B. The project requires professional services for design and construction administration.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: See the attached Exhibit "A" – Scope of Services

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 21st day of November, 2014. The Letter of Map Revision (LOMR) services may be completed by May 15, 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 Two Hundred Fifty-Six Thousand Seven Hundred Eighty-Two Dollars (\$256,782).

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
WLC Engineering, Planning & Surveying
900 Pronghorn
Casper WY 82601

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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 | \$1,000,000 per Occurrence \$2,000,000 Aggregate |

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.

Exhibit "A" – Scope of Work

Highland Park & Forest Drive Stormwater Detention Ponds

A. Design.

1. The design includes one stormwater detention pond at Highland Park, which is owned by the City of Casper, and one near Forest Drive, which will require an easement for the new detention site.
2. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, especially existing utility locations, right-of-way, property lines and ownership data, topographic data, surface elevations, etc. The Consultant shall verify base mapping provided by the City from the City's GIS database and utilize for plan sheet preparation.
2. The Consultant shall coordinate discussions with the property owner at the location of the Forest Drive Detention Pond and prepare the necessary easement documents and legal descriptions for the limits of the project. The City will be responsible for negotiations with the property owner on the price of the easement or price of a land purchase.
3. The Consultant shall coordinate with Owner all specific project requirements and other work related to the project.
4. The Consultant shall coordinate with utility providers for their utility relocations and/or upgrades.
5. The Consultant shall check with materials suppliers and contractors for specific construction costs and materials availability.
6. The Consultant shall investigate alternative routing of the storm sewer deemed to be the most cost effective and approved by the Owner.
7. The Consultant shall perform hydraulic and hydrologic modeling of the drainage system using hydrographic methods to determine peak discharges for which optimum pipe sizing and detention pond sizing shall be determined. All such investigations shall be prepared in accordance with the City of Casper's 1983 Stormwater Management Design Manual and the 2011 Stormwater Management Master Plan.
8. The consultant shall prepare the necessary submittals and applications for agency permitting including the State Engineer's Office, U.S. Army Corps of Engineers and FEMA. FEMA submittals shall include the necessary

pre-construction and post-construction submittals. The submittals shall include the necessary design reports and all requests for supplemental information following the initial submittal. The City will sign all applications and be responsible for all application fees.

9. The consultant shall perform wetlands delineation and prepare wetlands mitigation plans to include seeding recommendations as necessary for the U.S. Army Corps of Engineer's permitting and approval.
10. The Consultant shall work with City staff to evaluate and determine community use opportunities that can be incorporated into the Project.
11. The Consultant shall perform a Geotechnical Investigation to determine soil characteristics and for use in the design of the embankments. All boring, sampling, and testing will be performed in accordance with the applicable ASTM Standards.
12. The Consultant shall evaluate and incorporate alternative Best Management Practices for storm water control and treatment including but not limited to options such as vegetated open channel conveyance, and wetlands establishment within the stormwater detention facilities, as approved by the City.
13. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.
14. The Consultant shall meet with Owner representatives during the course of preparing drawings and specifications to discuss the status of the project. Consultant shall prepare and distribute minutes of all progress meetings.
15. Meetings

The Consultant shall attend any special meetings 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. As a minimum, monthly progress meetings shall be attended by the Consultant and the City.

B. Construction Drawings.

1. The Consultant shall provide construction drawings containing sufficient detail and information to determine construction costs and to construct the improvements. "Half-size" (11" x 17") plan sheets may be used, provided all information on the drawings is legible, and with permission of the Owner.
2. Consultant shall prepare plans and specifications. Plan and profile sheets shall consist of a horizontal scale not less than 1"=50', and an appropriate vertical scale, indicating the proposed improvements and utility conflict locations. The Consultant shall provide detail sheets as necessary.
3. Plan information shall include parcel lines, right-of way, proposed alignments of the storm sewer improvements, existing underground utilities, proposed pipe material, dam and reservoir cross sections, and location of all specific storm sewer appurtenances.
4. Profile information shall include estimated depths of underground utilities and alignments of proposed utilities. Proposed underground utilities shall include estimated grades, stationing, and lengths.
5. Preliminary and final design drawings shall be in computer-aided drafting format. Digital format shall be compatible with AutoCAD Release 2006, or later. "Half-size" (11" x 17") sheets may be used provided all information on the sheets is legible and with permission of the Owner.
6. The Consultant shall coordinate all AutoCAD requirements to ensure one hundred percent (100%) compatibility with the Owner's CAD system.
7. Consultant shall provide the City Engineering Office a copy of final drawings of the Project in AutoCAD format on one (1) set of compact discs (CD) labeled as *"Final Design Drawings – Highland Park & Forest Drive Stormwater Detention Ponds, Project No. 13-63"*.
8. The Consultant shall provide the Public Services Department two (2) copies of the "draft" construction drawings and project manuals to be reviewed by City staff. Consultant shall then provide four (4) copies of corrected construction drawings, for approval prior to project advertising. The approved corrected drawings and project manual shall be delivered to the Owner two (2) weeks prior to project advertising.
9. The Consultant shall prepare an erosion/sedimentation control plan consistent with City Municipal Code – Title 12, WDEQ and Wyoming NPDES standards and regulations.

C. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the stormwater detention ponds and all associated earthworks, enhancements and revegetation.
2. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
3. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edit "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of 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. After typing by the Owner, Consultant shall incorporate them into the Project Manual.
4. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

D. Subconsultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The Owner and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and timely payment of services provided by subconsultant(s).
4. All Applications for Payment shall be accompanied by complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or liens filed in connection with the Work.

5. In lieu of the releases or waivers of Liens specified in paragraph 3.D.4 and as approved by OWNER, CONSULTANT may furnish receipts or releases in full and an affidavit of CONSULTANT that:
 - (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and
 - (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any subconsultant or supplier fails to furnish such a release or receipt in full, CONSULTANT may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

E. Advertising and Bidding.

1. The Consultant shall send advance notice of the project to interested Bidders.
2. Consultant shall provide the edited "front end" documents in digital form to Owner two (2) weeks prior to project advertisement.
3. The Consultant shall send Bidding Documents to plan centers located in Billings, Denver, Cheyenne, and Casper.
4. The Consultant shall provide up to twenty-five (25) sets of Bidding Documents to contractors who request sets. Copying costs will be borne by the Consultant.
5. The Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. The consultant shall take minutes of the meeting and distribute them to all plan holders.
6. The Consultant shall prepare Addenda, if necessary, to modify the Bidding Documents and distribute to all plan holders at least seven (7) days prior to the bid opening.
7. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
8. The Consultant shall provide a written opinion to the City Engineering Office, stating a recommendation for awarding the bid.

F. Documents, Materials, and Work Furnished by the City.

1. Contract front-end documents.
2. GIS base map coverage.

G. Engineer's Performance Expectations.

1. Consultant agrees that Consultant's work shall be performed with that degree of skill and judgment which is normally exercised by professional engineering firms performing services of a similar nature in the same locale, and that the work shall be performed and shall conform to generally accepted engineering standards and practices. Consultant will re-perform any services not meeting this standard without additional compensation.
2. The Owner agrees to hold the Consultant harmless for all change order costs not due to the Consultant's negligent acts, errors, or omissions. Owner also agrees to hold Consultant harmless for Consultant recommended or required change order costs resulting from negligent acts or omissions of the Consultant that total less than the percentages indicated in the following schedule based on final construction costs:

| Final Project Construction Cost | Maximum Percentage (%) Negligent Change Orders |
|--|---|
| \$0-500,000 | 5% |
| \$500,001 - \$1,500,000 | 4% |
| \$1,500,001 and over | 3% |

Consultant shall be responsible for and assumes the liability for the cost of construction change orders exceeding the percentages set forth above that result from negligent acts or omissions of the Consultant. The portion of Consultant caused change orders applicable to the percentage will be those extra costs for work and materials that would not have been incurred but for the negligent acts, errors, or omissions of the Consultant. Costs of additions, improvements, betterments, or other value added work requested by Owner over and above that which is reasonably necessary to correct any negligent act, error, or omission of the Consultant shall not be included in said percentage. Occurrence of unforeseen, unexpected, changed, or unusual subsurface conditions will not be considered as an error or omission on the part of, or by the Consultant.

Construction cost is defined as the total cost to the Owner for the

construction, excluding costs of engineering and other professional services, land, and rights-of-way and administrative costs, but including all construction contracts and the value of all labor, materials, and equipment furnished by the Owner.

H. Construction Administration.

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, 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 Owner. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the SEO, USACE, FEMA and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full-time assistant, or as agreed, at the site to assist

Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

- b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in Exhibit "A", "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".
- c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent

conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.

- e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and the date. The photograph log shall be delivered to the Owner upon completion of the

Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

- f. Consultant shall maintain a correspondence file including, but not limited to, all memoranda, correspondence, and minutes of the progress meetings.

During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

- 5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:

- a. Establish horizontal and vertical control for construction.
- b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.

- 6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, 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 Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
14. 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 Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b (Construction Phase).
15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints

indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 4-mil Mylar, 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and AutoCad format compatible with the Owner's system, labeled as "Record Drawings- *Highland Park & Forest Drive Stormwater Detention Ponds, Project No. 13-63*".

16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. 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.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.



CASPER
200 PRONGHORNS
CASPER, WY 82501
P: 307-266-2524

Price Proposal for
**Design & Construction Administration
Professional Services**

Revised 1/8/14

For

The Highland Park and Forest Drive
Stormwater Detention Reservoirs
Project No. 13-63

DESIGN AND PERMITTING

Survey and Engineering Design Services:

(Includes up to \$16,000 in FEMA Review Fees)

Total = \$88,000.00

Geotechnical Investigation:

Total = \$10,300.00

Wetlands Delineation and USACE Permitting

(Assumes Nationwide Permit for Forest and

General Permit for Highland Park):

Total = \$17,330.00

SEO Permitting:

Total = \$6,500.00

CLOMR and No Rise Certificate:

Total = \$26,264.00

Total Design and Permitting = \$148,394.00

CHEYENNE

PINEDALE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

CONSTRUCTION AND MAP REVISION

Construction Administration (Includes Observation):

Assumes:

Construction Observer @ 5 hours per day for 10 weeks
PM @ 4 hours per week for 10 weeks
Engineer II @ 12 hours per week for 10 weeks
Plus Vehicles and Mileage

Total = \$45,000.00

Construction Survey:

Total = \$17,273.00

Materials Testing:

Total = \$17,545.00

Record Drawings:

Total = \$5,290.00

LOMR for Eastdale and Sage Creek:

Total = \$23,280.00

Total CA and Map Revision = \$108,388.00

Total Not to Exceed Fee = \$256,782.00

Note: Up to \$16,000 of FEMA Application Fees are included under the design services in our price proposal.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING, SURVEYING AND PLANNING FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE HIGHLAND PARK AND FOREST DRIVE STORMWATER DETENTION PONDS PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and construction administration services for the Highland Park and Forest Drive Stormwater Detention Ponds Project; and,

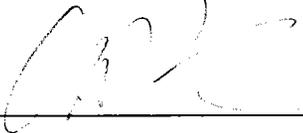
WHEREAS, WLC Engineering, Surveying and Planning is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WLC Engineering, Surveying and Planning, in the amount of Two Hundred Fifty-Six Thousand Seven Hundred Eighty-Two Dollars (\$256,782.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Two Hundred Fifty-Six Thousand Seven Hundred Eighty-Two Dollars (\$256,782.00).

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

January 13, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, CPA – Administrative Services Director

SUBJECT: December 31, 2013 State Small Business Credit Initiative Certification On Use-Of-Allocated Funds *JM*

Recommendation:

That Council, by resolution, authorize the Mayor to sign the State Small Business Credit Initiative Certification On Use-Of-Allocated Funds for the quarter ended December 31, 2013

Summary:

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

The Program requires various periodic reports and certifications be prepared, submitted and signed by all representatives of the participating municipalities. A Certification On Use-Of-Allocated Funds is due at the end of each quarter. The December 31, 2013 Certification has been prepared and requires the Mayor's signature.

Supporting signing of the Certification On Use-Of-Allocated Funds are two accompanying documents: Document A being a financial report showing the Allocated Funds for the quarter and cumulative for the year to date and Document B being a letter from Mader Tschacher Peterson and Co. LLC concerning transaction compliance.

Document A reports the Allocated Funds used in the quarter and cumulative for the year for Program purposes exclusive of Administrative Costs, Allocated Funds used for Administrative Costs, the Summary of Use of Allocation Funds and Other Required Information.

For the quarter, \$1,286,450 of the first funding tranche was used for the collateral support feature of the program. Specifically, the following projects utilized this funding during the Quarter:

| | <u>Location</u> | <u>Bank</u> | <u>Amount</u> | <u>Program Feature</u> |
|---|-----------------|---------------------|---------------|------------------------|
| Oil Field Support Business | | | | |
| | Gillette | Security State Bank | \$ 167,000 | Collateral Support |
| (Purchased oil field transportation trailers) | | | | |
| Retail Bakery | | | | |
| | Gillette | 1st National Bank | \$ 22,000 | Collateral Support |
| (Leashold improvements and working capital) | | | | |
| Electronic Componets Retailer | | | | |
| | Gillette | Security Bank | \$ 30,000 | Collateral Support |
| (Purchase inventory and fixtures) | | | | |
| Data Company | | | | |
| | Cheyenne | Capital West Bank | \$ 1,000,000 | Collateral Support |
| (Construction of building for data center) | | | | |
| Veterinary Clinic | | | | |
| | Cheyenne | Tri County Bank | \$ 67,450 | Collateral Support |
| (Purchase and refinancing of equipment) | | | | |
| Total | | | \$ 1,286,450 | |

Additionally, \$136,359 was used during the quarter for Program administration, for a total use of funds for the quarter being \$1,422,809.

Document B is a report from the Boards independent accountant that reviews each Program transaction and all reports for compliance to United States Department of Treasury and other Federal requirements. The report for this quarter indicates all transactions and reports for the quarter are in compliance.

To date the first funding tranche of \$4,345,556 has been received from the Federal Government for this Program. Of that amount \$2,004,450 has been used for direct program use, or in the Program's terms "deployed", \$813,500 is reserved for pending projects and \$217,278 has been used for administration costs, leaving \$1,309,878 of the first funding tranche available. Additionally, the \$813,500 of funding reserved for pending projects are for four projects, one each in Casper, Cheyenne, Rawlins and Rock Springs.

A comprehensive report of the first year results of the Program will be released January 20, 2014 and will be forward to the City Council shortly thereafter.

A resolution has been prepared for Council consideration.

CERTIFICATION ON USE-OF-ALLOCATED FUNDS

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

Reference is made to:

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

This certification is delivered to Treasury pursuant to Section 4.7 ("Quarterly Reports") of the Allocation Agreement.

The undersigned, on behalf of the Participating Municipalities, hereby makes the following certifications as of the date of this certification:

1. the information provided by the Participating Municipalities under Section 4.7 ("Quarterly Reports") of the Allocation Agreement on the use of Allocated Funds is accurate;
2. funds continue to be available and legally committed to contributions by the Participating Municipality to, or for the account of, Approved Municipal Programs, less any amount that has been contributed by the Participating State to, or for the account of, Approved Municipal Programs subsequent to the Participating Municipalities being approved for participation in the State Small Business Credit Initiative;
3. the Participating Municipalities is implementing its Approved Municipal Program or Programs in accordance with the Act and the regulations or other guidance issued by Treasury under the Act; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating Municipalities is valid and in full force and effect.

By: _____
Name: Paul Meyer
Title: Mayor
Participating Municipality: Casper

Date: _____

| | | | |
|--|------------------------------|-------|-------------------------------|
| Participating State | Laramie Consortium (Wyoming) | | |
| For the quarter ending | December 31st 2013 | | |
| Name and contact information of the person to be contacted on matters involving this quarterly report: | | | |
| Name | Janine Jordan | Title | City Mgr, City of Laramie, WY |
| Email | jjordan@cityoflaramie.org | Phone | 307-721-5226 |

| | |
|---|----------------|
| Cumulative funds transferred to the Participating State | \$4,345,556.00 |
|---|----------------|

| ALLOCATED FUNDS USED, EXCLUDING ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS | | | |
|---|--------------------|----------------|----------------|
| Approved State Program | Program Type | Quarterly | Cumulative |
| Credit Guarantee Program | Collateral support | \$1,286,450.00 | \$2,004,450.00 |
| | | | |
| | | | |
| | | | |
| Total funds used, excluding funds used for administrative costs | | \$1,286,450.00 | \$2,004,450.00 |

SSBCI Funds Used are those SSBCI funds that have been (a) deposited with a lender to cover the federal contributions to a CAP reserve fund, (b) disbursed or committed to a specific borrower as part of a loan participation, collateral support, or direct lending program, (c) set aside to cover obligations arising from individual loan guarantees, loan participations, or collateral support agreements to specific borrowers, or (d) invested in specific businesses or committed to be invested in specific businesses, pursuant to a venture capital investment. In the event that the sum of (a) plus (b) plus (c) plus (d) exceeds the Participating State's original total allocation (because some of the funds invested have generated program income that has been added to allocated funds), the SSBCI Funds Used shall be the Participating State's original total allocation.

| ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS | | |
|--|--------------|--------------|
| | Quarterly | Cumulative |
| Direct administrative costs | \$136,359.42 | \$217,278.00 |
| Indirect administrative costs | \$0.00 | \$0.00 |
| Total administrative costs | \$136,359.42 | \$217,278.00 |
| Administrative costs, as a percent of funds transferred | 3.14% | 5.00% |
| Administrative costs, as a percent of allocated funds used | 16.89% | 10.84% |

Note: Administrative costs must not exceed the limits imposed by Title III, Section 3003(c)(3) of the State Small Business Credit Initiative Act of 2010. These limits are based on the amount of funds transferred. However, high administrative costs relative to the amount of allocated funds used could be an early warning indicator that administrative costs are on a trajectory to exceed allowable limits.

| SUMMARY OF USE OF ALLOCATED FUNDS | | |
|--|----------------|----------------|
| | Quarterly | Cumulative |
| Total funds used, excluding funds for administrative costs | \$1,286,450.00 | \$2,004,450.00 |
| Total administrative costs | \$136,359.42 | \$217,278.00 |
| Total allocated funds used | \$1,422,809.42 | \$2,221,728.00 |

| OTHER REQUIRED INFORMATION | | |
|--|-----------|------------|
| | Quarterly | Cumulative |
| Program income | \$0.00 | \$0.00 |
| Charge-offs against Federal contributions to CAP reserve funds | \$0.00 | \$0.00 |



INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES

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

We have performed the procedures for the Quarter Ending December 31, 2013 enumerated below, in Attachment A, which were agreed to by the Board of Directors of Wyoming Smart Capital Network, LLC and its Consortium of Wyoming Municipalities, solely to assist you in evaluating the completeness, accuracy and compliance with the SSBCI National Standards for Compliance and Oversight, SSBCI Policy Guidelines and the approved procedures and policies of the Board. Management and the Board are responsible for the preparation and compliance requirements of the reports.

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

The procedures and the findings are included in attachment A.

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

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

Mader Tschacher Peterson & Co.

Laramie, Wyoming
January 7, 2014

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

Attachment A: Procedures and Findings
For the Quarter Ending December 31, 2013

1. Pursuant the Allocation Agreement dated December 4, 2012 between the United States Department of Treasury and the Laramie Consortium Participating Municipalities, we reviewed the Quarterly Reports prior submission to the Participating Municipalities for certification on the use of allocated funds as further detailed in procedures 2 through 5 below. Our review included the required procedures included Section 4.7 of the Allocation agreement and noted that the program is in compliance with the act, regulations, and other guidance (where applicable) issued with Treasury under the Act.
2. Reviewed the 2013 Fourth Quarter Certification on Use-Of-Allocated Funds prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly certification was complete and accurate. The report reflects that there was \$1,286,450 in collateral support funds used/allocated in the Fourth quarter of 2013.

3. Reviewed the 2013 Fourth Quarter Financial Report prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly financial report was complete and accurate. The report reflects the receipt of the cumulative receipt of program funds in the amount of \$4,345,556 and \$2,004,450 of funds allocated for collateral support through the Fourth quarter of 2013.

4. Review supporting documentation for revenue received and expenses incurred for the program for the Fourth Quarter of 2013.

There was \$136,359.42 of expenses paid for direct administrative costs in the Fourth quarter of 2013. The report reflects the cumulative amount of \$217,278.00 of direct administrative expenses paid through the Fourth Quarter of 2013. As part of the approval process, we performed the compliance review of the direct administrative expenses and the expenses are in compliance with the program requirements.

5. Reviewed supporting documentation for loan requests prior to final approval under the program for compliance requirements.

There were five loan requests approved in Fourth quarter of 2013. As part of the approval process, we performed the compliance review of the loan files and the loans are in compliance with the program requirements.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE STATE SMALL BUSINESS CREDIT INITIATIVE/LARAMIE CONSORTIUM OF PARTICIPATING MUNICIPALITIES DECEMBER 31, 2013 CERTIFICATION ON USE-OF-ALLOCATED FUNDS.

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

WHEREAS, the Laramie Consortium of Participating Municipalities oversees the United States Treasury Department State Small Business Credit Initiative Program; and,

WHEREAS, under the terms of the "State Small Business Credit Initiative Allocation Agreement for Participating Municipalities" (the "Allocation Agreement") between the United States Treasury Department and the Laramie Consortium of Participating Municipalities certain periodic reports and certifications, including quarterly Certification On Use-Of-Allocated Funds, are to be submitted; and,

WHEREAS, Kenyne Schlager, as the Mayor of the City of Casper was designated as the Authorized Representative for the City of Casper, under the Allocation Agreement in her capacity as Mayor; and

WHEREAS, Paul Meyer, as the Mayor of the City of Casper should now be designated as the "Authorized Representative" under the "Allocation Agreement" for the City of Casper; and

WHEREAS, the required Certification On Use-Of-Allocated Funds for the quarter ended December 31, 2013 has been prepared and is due.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Paul Meyer, as the Mayor of the City of Casper, is hereby designated as the "Authorized Representative" under the "State Small Business Credit Initiative Allocation Agreement for Participating Municipalities" for the City of Casper, Wyoming.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to sign the State Small Business Credit Initiative December 31, 2013, Certification On Use-Of-Allocated Funds.

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

APPROVED AS TO FORM:



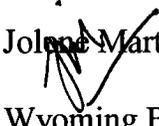
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

January 21, 2014

MEMO TO: John C. Patterson, City Manager
FROM:  Jolene Martinez, Special Projects Analyst
SUBJECT: Wyoming Business Council Community Enhancement Grant Application

Recommendation:

That Council, by resolution, authorize submission of an application to the Wyoming Business Council's Community Enhancement Grant program, in the amount of \$500,000, to be used to fund river restoration design and construction projects.

Summary:

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The cost estimate for riverbank and in-river construction is estimated at \$12.8 million.

Staff has identified a grant opportunity with the Wyoming Business Council under their Community Enhancement Grant program. This grant program invests in infrastructure to improve aesthetics or quality of life to make a community attractive for business development. The maximum amount that can be requested is \$500,000, and a 50% match is required.

As the North Platte River is one of the city's most valuable assets, the river restoration will be a transformational investment in Casper's infrastructure. Improved water quality; improved aquatic and terrestrial habitat; increased recreational opportunities and places for people to gather; and stabilized, aesthetically improved banks are a few of the river restoration outcomes that will improve both aesthetics and quality of life.

With the most important physical asset in the community showcased, economic development opportunities abound. The immediate example of an economic development opportunity is the transformation of the North Platte River through Casper into a world class trout fishery. The river west of Casper is a destination fishery on an international level. The Platte River Revival will extend the destination fishery boundary by improving aquatic habitats and increasing the ability to access world-class fishing through the urban corridor. Increased tourism with its economic benefits will follow. Fishing is a growing industry, and according to the Casper Area Convention and Visitors Bureau, fishing is big business in Natrona County with nearly 20,000 out-of-state fishing licenses purchased in 2012.

The Platte River Revival's infrastructure investment and outcomes meet the Wyoming Business Council's Community Enhancement Grant criteria. The Wyoming Business Council has funded a similar project on the Bear River in Evanston and whitewater park enhancements in Green River. The local match for the project is met by the \$700,000 already budgeted by Council in the FY14 budget.

A resolution for Council's consideration has been prepared.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING BUSINESS COUNCIL COMMUNITY ENHANCEMENT GRANT PROGRAM

WHEREAS, the City of Casper has identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

WHEREAS, a restored river will improve water quality, improve aquatic and riparian habitat, provide stabilized and aesthetically pleasing riverbanks, provide recreational opportunities and places for people to gather; and,

WHEREAS, positive economic growth can occur when aesthetics and quality of life are improved; and,

WHEREAS, the Wyoming Business Council Community Enhancement Grant is designed to assist municipalities with investments in infrastructure to improve aesthetics or quality of life to make a community attractive for business development; and,

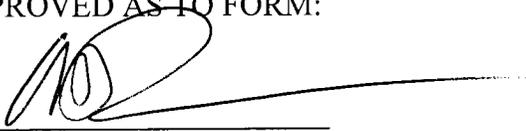
WHEREAS, the Community Enhancement Grant can provide up to \$500,000; and,

WHEREAS, the 50% match can be met by \$700,000 in the FY14 budget for river restoration and no additional funds are needed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, an application to the Wyoming Business Council for a Community Enhancement grant in the amount of \$500,000 for the river restoration project.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

January 2, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Kenneth S. King *K.S.*
SUBJECT: Grant Funds Purchase of Extrication Tools (2)

Recommendation:

That Council, by minute action, authorizes the purchase of two (2) extrication combination tools from Santiam Emergency Equipment, Inc. to be used by the Casper Fire-EMS Department.

Summary:

One bid was received on or before December 30, 2013. The specifics of the bid are as follows:

| Vendor | Quoted Item | Per Unit | Total Cost |
|-----------------------------------|------------------------|-------------|-------------|
| Santiam Emergency Equipment, Inc. | Genesis 14c Combi-tool | \$11,237.15 | \$22,474.30 |

Santiam Emergency Equipment, Inc. met all the required specifications. Staff recommends the purchase of the rescue tools from Santiam Emergency Equipment, Inc.

The purchase of the extrication tools will be made through Homeland Security grant monies.

January 7, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Kenneth King, Fire Chief

SUBJECT: Purchase of Thermal Imaging Cameras (7) *JKW*

Recommendation:

That Council, by minute action, authorizes the purchase of seven (7) thermal imaging cameras (TICs) from Infrared Systems Group to be used by the Casper Fire-EMS Department, in an amount of \$53,200.

Summary:

Bids for 7 new thermal imaging cameras were received on or before December 16, 2013. A total of three bids were received. They are as follows:

| Vendor | Quoted Item | Per Unit | Relevant | Exceptions |
|------------------------|--------------------------|-------------|--|-------------|
| Infrared Systems Group | ISG Elite XR-HR | \$7,600.00 | -None | \$53,200.00 |
| L.N. Curtis & Sons | Bullard Eclipse LD | \$8,129.00 | -less resolution -no Battery for Life program | \$56,903.00 |
| Norco, Inc. | MSA Evolution 6000 Basic | \$11,245.57 | -less resolution -no Battery for Life program | \$78,719.00 |

Best Value Bid Assessment:

None of the received bids met every specification. Below is a summary of each bid package.

ISG Elite XR-HR: This bid package meets all relevant specifications. The additional third year added to the warranty was confirmed to be included in the bid package. This is the only vendor who included the "Battery of Life" program. The bid package includes for each camera: truck mount charger, retractable lanyard, 2 ea. batteries, and station charger.

Bullard Eclipse LD: This bid package meets all relevant specifications with the exception of a lower resolution image and the lack of a "Battery for Life" program. The image resolution has 30.5% less pixels than the specification. The bid package includes: truck mount charger and 2 ea. batteries but does not include a station charger or retractable

lanyard. Retractable lanyards can be purchased for an additional \$50/lanyard. This bid package did include a 5-year warranty which is 2 years longer than the specifications.

MSA Evolution 6000 Basic: This bid package meets all relevant specifications with the exception of a lower resolution image and the lack of a “Battery for Life” program. This camera has 30.5% less pixels than the specification. It is unclear what the bid package includes as it is not itemized.

Best Value Bid Summary:

In an attempt to assign a value to the specified “Battery for Life” program I researched and figured that our current ISG cameras are 10-years-old. The Bullard camera has the five-year-warranty which would include batteries. ISG’s “Batteries for Life” would provide batteries for an additional five years figured on a 10-year lifespan. Batteries cost \$115.00 each x 7 cameras x 5-plus years = \$4,025

The personnel who used the demo cameras stated the image quality of the ISG camera was significantly sharper than the others. This is a significant specification considering personnel will be using the camera in less than ideal visibility and will be looking through a SCBA face piece.

The Bullard camera comes with a 5-year warranty. This is two years more than what we specified.

Infrared Systems Group provided the best value bid as well as the lowest bid. Their product met all required specifications. Staff recommends the purchase of seven thermal imaging cameras from Infrared Systems Group.

The purchase of the thermal imagers will be funded from one-time funds allocated by the City Council.

January 8, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase Eight Vehicles by the State Bid Process *yzw*

Recommendation:

That Council, by minute action, authorize the purchase of eight vehicles by the state bid process from Greiner Motor Company-Casper to be used throughout the City in the Public Services Department and the Casper Police Department. The amount of this purchase is to be \$186,875, with options, before trade-ins.

Summary:

Over the years the City has purchased specific vehicles by utilizing the state bid process to lower the cost of vehicles purchased. This year we are requesting that we be allowed to purchase eight Ford vehicles for replacement.

| <u>Quoted Item</u> | <u>Division</u> | <u>Vendor</u> | <u>Base Cost</u> | <u>Trade-In Value</u> | <u>Total Cost</u> |
|--|---------------------|---------------|------------------|-----------------------|-------------------|
| (1) 2014 Ford F-150 4x4 extended-cab pickup | WWTP | Greiner | \$25,513 | \$2,600 | \$22,913 |
| (1) 2014 Ford F-150 4x4 extended-cab pickup | Sewer | Greiner | \$25,513 | \$2,600 | \$22,913 |
| (1) 2014 Ford F-150 4x4 extended-cab 8' bed pickup | Hogadon | Greiner | \$25,906 | \$500 | \$25,406 |
| (1) 2014 Ford F-150 4x4 extended-cab pickup | Public Utilities | Greiner | \$25,513 | \$5,265 | \$20,248 |
| (1) 2014 Ford F-150 4x4 extended-cab pickup | Code Enforcement | Greiner | \$25,513 | \$2,400 | \$23,113 |

| | | | | | |
|---|----------------------|---------|----------|----------|----------|
| (1) 2014 Ford F-150 4x4 extended-cab pickup | Fleet Maintenance | Greiner | \$25,513 | \$1,500 | \$24,013 |
| (1) 2014 Ford Fusion | Police Department | Greiner | \$16,702 | \$2,400 | \$14,302 |
| (1) 2014 Ford Fusion | Police Department | Greiner | \$16,702 | No Trade | \$16,702 |

These purchases will be replacements for each division and will replace units #660140, 660187, 121217, 660175, 050526, 151554, and 101101. The last Ford Fusion purchase is an insurance replacement for unit #101158 which was totaled in an accident.

These vehicles will be funded through the Division's Capital Equipment budget for Waste Water Treatment Plant, Sewer Collection, and Public Utilities Water Distribution. Vehicles for Hogadon and Code Enforcement will be funded by the 1%#14 Allocation for Capital Replacement. The Casper Police Department Vehicles will be funded by the 1%#14 Allocation for Police Equipment. The Vehicle for the Fleet Maintenance Division will be funded through the FY14 Fleet Capital Budget.