

## Table of Contents

Agenda . . . . .	5
Consideration of Minutes of the June 17, 2014 Regular Council Meeting, as Published in the Casper Star-Tribune on June 27, 2014	
Minutes . . . . .	9
Bills and Claims	
Bills and Claims. . . . .	23
Addendum . . . . .	63
Consideration of a Vacation and Replat a Portion of Lot 9, all of Lots 10 & 11, and a Portion of Lot 12, Block 119, and a Portion of a Vacated alley within Block 119, Sheridan Heights Addition, and Platting Portions of the SE1/4SW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming to Create Sheridan Heights Addition No. 3; and Rezoning of the Same From M-1 (Limited Industrial) and C-2 General Business) to Entirely M-1 (Limited Industrial), Generally Located South of the Intersection of East C & North Melrose Streets.	
Memorandum . . . . .	64
Map . . . . .	68
Proposed Plat. . . . .	69
Ordinance No. 16-14 . . . . .	70
Consideration of a Vacation and Replat of Lots 10 & 11 and a Portion of Talon Drive, Mountain Plaza Addition No. 6 to Create Wolf Creek Eight, Generally located off Talon Drive South and West of Mountain Plaza Assisted Living; and a Rezoning of Proposed Lots 17 and 18, Wolf Creek Eight Addition, From PUD (Planned Unit Development) and R-4 (High Density Residential) to Entirely R-4 (High Density Residential).	
Memorandum . . . . .	72
Map . . . . .	74
Proposed Plat page 1 . . . . .	75
Proposed Plat page 2. . . . .	76
Ordinance No. 17-14 . . . . .	77
Consideration of a Vacation and Replat of Tract A, Wolf Creek Eight and Lots 2, 3 & 4 and West 37th Street, Mountain Plaza Addition No. 5; and an Annexation and Plat of a Portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6th P.M., Natrona County Wyoming, to Create the Wolf Creek Nine, Generally Located Southwest of Talon Drive and Aspen Place; and Zoning Said Property from Natrona County Zoning Classification C (Commercial) and City Zoning Classifications (PUD) Planned Unit Development, OB (Office Business), and C-2 (General Business) to Entirely R-2 (One Unit Residential).	
Memorandum . . . . .	79
Map . . . . .	83
Proposed Plat page 1 . . . . .	84
Proposed Plat page 2. . . . .	85
Ordinance No. 18-14 . . . . .	86

Consideration of a Vacation and Replat of Tracts A, B, & C, Heritage Hills Addition No. 2 to Create Heritage Hills Addition No. 3, Generally Located Southeast of the Current South Beverly Street Terminus.	
Memorandum . . . . .	88
Map . . . . .	90
Proposed Plat . . . . .	91
Ordinance No. 20-14 . . . . .	92
Consideration of an Ordinance Amending Section 17.94.100 of the Casper Municipal Code Pertaining to Parking Regulations in the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) Form-Based Code.	
Memorandum . . . . .	94
Map . . . . .	98
Ordinance No. 20-14 . . . . .	99
Approve Amending Certain Sections of Title 16 of the Casper Municipal Code Pertaining to Digital Plat Data Submission Standards.	
Memorandum . . . . .	103
Ordinance No. 14-14 . . . . .	104
Approve Amending Certain Sections of Title 13 and 16 of the Casper Municipal Code Pertaining to Digital As-Built Submission Standards.	
Memorandum . . . . .	109
Ordinance No. 15-14 . . . . .	110
Authorizing Access Permit Agreement and Utility License with the Wyoming Department of Transportation (WYDOT), for Construction of Roadway and Water Main within WYDOT Right- of-Way for Country Club Road.	
Memorandum . . . . .	115
Permit . . . . .	116
License . . . . .	118
Exhibit . . . . .	124
Resolution No. 14-177 . . . . .	128
Authorizing Project Agreement with the Wyoming Water Development Commission for the East Casper Zone III Water System Improvements Project.	
Memorandum . . . . .	129
Agreement . . . . .	130
Resolution No. 14-178 . . . . .	139
Authorizing Contract for Professional Services with Inberg-Miller Engineers, in an Amount Not To Exceed \$20,000, for the 2014 Construction Testing and Material Sampling Services.	
Memorandum . . . . .	140
Contract . . . . .	141
Resolution No. 14-179 . . . . .	149

Approving a Lease Agreement for Two (2) Buildings, Parking Area, and Adjacent Land, Located at 1715 East 4th Street, to Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit corporation, for Fiscal Year 2014-2015, at an Annual Rent of \$8,436.	
Memorandum . . . . .	150
Lease . . . . .	151
Resolution No. 14-180 . . . . .	166
Approving a Lease Agreement for Twenty-One (21) Lift-Equipped Transit Vans/Buses, with Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for the Transportation of the Elderly, Disabled, and General Public for Fiscal Year 2014-2015.	
Memorandum . . . . .	167
Lease . . . . .	168
Resolution No. 14-181 . . . . .	175
Authorizing a Contract with the Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-profit corporation, for Fiscal Year 2014-2015, in an Amount not to Exceed \$1,945,864.	
Memorandum . . . . .	176
Contract . . . . .	179
Resolution No. 14-182 . . . . .	199
Authorizing the Adoption of Appendix 2 of the Procurement, Financial, and Other Policies Manual for the City of Casper.	
Memorandum . . . . .	201
Appendix 2 . . . . .	202
Resolution No. 14-183 . . . . .	219
Authorizing an Employment Agreement with Kara C. Fink, to Service as a Municipal Court Judge.	
Memorandum . . . . .	220
Agreement . . . . .	221
Resolution No. 14-184 . . . . .	228
Authorizing a Lease Agreement with Casper Crush, Inc. for the Leasing of a Portion of Mike Sedar Memorial Park for a Baseball Program.	
Memorandum . . . . .	229
Lease . . . . .	230
Resolution No. 14-185 . . . . .	242
Authorizing Agreement with Frank J. Zamboni & Co., Inc., in the Amount of \$101,550, for the Casper Events Center Ice Resurfacer Project.	
Memorandum . . . . .	243
Procurement Agreement . . . . .	244
Resolution No. 14-186 . . . . .	256
Authorizing Agreement with Athletica Sport System, Corp., in the Amount of \$414,405, for the Events Center Dasher Boards and Ice Cover Project.	
Note . . . . .	257

Authorizing Agreement with Haass Construction in the Amount of \$352,600, for the Downtown Parking Structures Restrooms Project.	
Note . . . . .	258
Authorizing the Sole Source Purchase of Motorola Dual Band Mobile Radios and Associated Equipment for Four (4) Marked Patrol Vehicles, from Motorola Solutions, in the Amount of \$21,420.	
Memorandum . . . . .	259
Authorizing the Sole Source Purchase of eleven (11) Replacement Mobile Data Computing and Video Systems from COBAN Technologies, Inc., in the Amount of \$101,475.	
Memorandum . . . . .	260

REGULAR COUNCIL MEETING

Tuesday, July 1, 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 JUNE 17, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 27, 2014
4. CONSIDERATION OF BILLS AND CLAIMS

5. PUBLIC HEARINGS

A. Ordinances

1. Consideration of a **Vacation and Replat** a Portion of Lot 9, all of Lots 10 & 11, and a Portion of Lot 12, Block 119, and a Portion of a Vacated alley within Block 119, Sheridan Heights Addition, and Platting Portions of the SE1/4SW1/4, Section 3, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming to Create **Sheridan Heights Addition No. 3**; and Rezoning of the Same From M-1 (Limited Industrial) and C-2 (General Business) to Entirely M-1 (Limited Industrial), Generally Located South of the Intersection of East C & North Melrose Streets.
2. Consideration of a **Vacation and Replat** of Lots 10 & 11 and a Portion of Talon Drive, Mountain Plaza Addition No. 6 to Create **Wolf Creek Eight**, Generally located off Talon Drive South and West of Mountain Plaza Assisted Living; and a Rezoning of Proposed Lots 17 and 18, Wolf Creek Eight Addition, From PUD (Planned Unit Development) and R-4 (High Density Residential) to Entirely R-4 (High Density Residential).
3. Consideration of a **Vacation and Replat** of Tract A, Wolf Creek Eight and Lots 2, 3 & 4 and West 37<sup>th</sup> Street, Mountain Plaza Addition No. 5; and an **Annexation and Plat** of a Portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, to Create the **Wolf Creek Nine**, Generally Located Southwest of Talon Drive and Aspen Place; and Zoning Said Property from Natrona County Zoning Classification C (Commercial) and City Zoning Classifications (PUD) Planned Unit Development, OB (Office Business), and C-2 (General Business) to Entirely R-2 (One Unit Residential).
4. Consideration of a **Vacation and Replat** of Tracts A, B, & C, Heritage Hills Addition No. 2 to Create **Heritage Hills Addition No. 3**, Generally Located Southeast of the Current South Beverly Street Terminus.
5. Consideration of an Ordinance Amending Section 17.94.100 of the Casper Municipal Code Pertaining to **Parking Regulations** in the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) Form-Based Code.

6. SECOND READING ORDINANCES

A. Consent

1. Approve **Amending Certain Sections of Title 16** of the Casper Municipal Code Pertaining to **Digital Plat Data Submission Standards**.

6. SECOND READING ORDINANCES (continued)

A. Consent

2. Approve **Amending Certain Sections of Title 13 and 16** of the Casper Municipal Code Pertaining to **Digital As-Built Submission Standards**.

7. RESOLUTIONS

A. Consent

1. Authorizing Access Permit Agreement and Utility License with the **Wyoming Department of Transportation (WYDOT)**, for Construction of Roadway and Water Main within WYDOT Right-of-Way for **Country Club Road**.
2. Authorizing Project Agreement with the **Wyoming Water Development Commission** for the **East Casper Zone III Water System Improvements** Project.
3. Authorizing Contract for Professional Services with **Inberg-Miller Engineers**, in an Amount Not To Exceed \$20,000, for the **2014 Construction Testing and Material Sampling Services**.
4. Approving a Lease Agreement for Two (2) Buildings, Parking Area, and Adjacent Land, Located at **1715 East 4<sup>th</sup> Street**, to **Casper Area Transportation Coalition, Inc., (CATC)**, a Wyoming Non-Profit corporation, for Fiscal Year 2014-2015, at an Annual Rent of \$8,436.
5. Approving a Lease Agreement for **Twenty-One (21) Lift-Equipped Transit Vans/Buses**, with **Casper Area Transportation Coalition, Inc., (CATC)**, a Wyoming Non-Profit Corporation, for the Transportation of the Elderly, Disabled, and General Public for Fiscal Year 2014-2015.
6. Authorizing a Contract with the **Casper Area Transportation Coalition, Inc., (CATC)**, a Wyoming Non-profit corporation, for **Fiscal Year 2014-2015**, in an Amount not to Exceed \$1,945,864.
7. Authorizing the Adoption of **Appendix 2** of the **Procurement, Financial, and Other Policies Manual** for the City of Casper.
8. Authorizing an Employment Agreement with **Kara C. Fink**, to Service as a **Municipal Court Judge**.
9. Authorizing a Lease Agreement with **Casper Crush, Inc.** for the Leasing of a Portion of **Mike Sedar Memorial Park** for a Baseball Program.

7. RESOLUTIONS (continued)

A. Consent

10. Authorizing Agreement with **Frank J. Zamboni & Co., Inc.**, in the Amount of \$101,550, for the **Casper Events Center Ice Resurfacers Project**.
11. Authorizing Agreement with **Athletica Sport System, Corp.**, in the Amount of \$414,405, for the **Events Center Dasher Boards and Ice Cover Project**.
12. Authorizing Agreement with **Haass Construction**, in the Amount of \$352,600, for the **Downtown Parking Structures Restrooms Project**.

8. MINUTE ACTION

A. Consent

1. Authorizing the Sole Source Purchase of **Motorola Dual Band Mobile Radios** and Associated Equipment for Four (4) Marked Patrol Vehicles, from **Motorola Solutions**, in the Amount of \$21,420.
2. Authorizing the Sole Source Purchase of eleven (11) **Replacement Mobile Data Computing and Video Systems** from **COBAN Technologies, Inc.**, in the Amount of \$101,475.

9. COMMUNICATIONS

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

11. ADJOURNMENT

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**ZONING CLASSIFICATIONS**

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
June 17, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, June 17, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer.

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Councilman Cathey, seconded by Councilman Bertoglio, to, by minute action, approve the minutes of the June 3, 2014, regular Council meeting, as published in the Casper-Star Tribune on June 13, 2014. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Schlager, to, by minute action, approve payment of the June 17, 2014, bills and claims, as audited by City Manager Patterson. Councilman Hedquist noted he wished to abstain from voting on invoices pertaining to Hedquist Construction. Councilman Hopkins abstained from voting on his reimbursement. Passed.

Bills & Claims  
06/17/14

AakerSigns	Goods	\$60.50
Adbay	Services	\$10,425.00
AllianceElec	Services	\$734.94
AMBI	Services	\$1,223.94
AmericanCivilConstructors	Projects	\$33,450.00
AmericanEagleCleaning	Services	\$1,487.50
Amerigas	Goods	\$1,535.65
Ameritech	Services	\$23,478.60
AtlanticElec	Services	\$2,760.41
B Blow	Refund	\$55.74
B Greenough	Refund	\$58.18
B Hopkins	Reimb	\$195.00
B Wnuk	Reimb	\$131.00
B&WCrane	Services	\$2,750.00
BaldEagleLifts	Goods	\$38,000.00
BankOfAmerica	Goods & Services	\$228,342.95
Brenntag	Goods	\$13,594.60
Burns&McDonnellEngineering	Services	\$8,223.48
C Cheever	Reimb	\$100.00
C Trenkle	Refund	\$937.00
CarolinaSoftware	Services	\$11,214.51
Caselle	Services	\$125.00
CasperElectric	Services	\$68,560.48
CATC	Funding	\$132,224.00

Centurylink	Services	\$36,788.81
ChamberofCommerce	Goods	\$929.00
CivilEngineeringProf	Projects	\$6,582.50
CKMechanical	Services	\$120.00
CMITeco	Goods	\$125,353.00
CNICHealthSolutions	Services	\$73,465.13
CommTech	Goods	\$2,417.25
ComputerPros	Goods	\$183.94
Comtronix	Services	\$757.85
CrawfordLaw	Services	\$150.00
CrimeSceneInfo	Services	\$86.25
D Crowell	Reimb	\$197.00
D Paul	Refund	\$972.00
D VanBockel	Refund	\$33.91
D Watson	Refund	\$16.93
DaveLodenConstruction	Projects	\$545.00
DeltaDental	Services	\$27,826.93
DoubleDWelding	Services	\$425.00
DowntownDevelopmentAuth	Funding	\$2,258.92
DPCIndustries	Goods	\$5,670.23
EmergencyMedPhysicians	Services	\$240.00
EnvironmentalCivilSolutions	Services	\$1,481.45
FedEx	Services	\$37.02
FehrPeers	Projects	\$14,166.20
FirstData	Services	\$82.20
FirstInterstateBank	Services	\$75.00
FirstInterstatePettyCash	Goods	\$969.44
G Marsh	Services	\$19,489.73
GBSBenefits	Services	\$1,000.00
GolderAsoc	Services	\$36,403.09
GRBConstruction	Projects	\$1,325.00
GroundEngineering	Services	\$1,348.50
GSGArchitecture	Services	\$9,396.25
H Church	Refund	\$150.00
HaidPlumbing	Services	\$268.60
HDR Engineering	Projects	\$2,814.23
HedquistConstruction	Projects	\$222,463.80
HighPlainsConstruction	Goods	\$24,904.96
Hitek	Services	\$175.00
Homax	Goods	\$111,867.99
HornerConstruction	Refund	\$2,055.00
InbergMillerEngineers	Services	\$293.15
ISC	Services	\$118.96
J Bullard	Reimb	\$2,013.90
J Elliott	Reimb	\$1,224.00
J Moore	Refund	\$15.00

J Naquin	Goods	\$180.00
J Nickerson	Reimb	\$2,500.00
JTL	Svc	\$3,259.22
K Farmer	Refund	\$52.32
KCWY-TV	Services	\$522.75
Kiwanis	Services	\$175.00
L Wollen	Reimb	\$75.00
LaborReady	Services	\$2,387.99
LINA	Services	\$330.16
LongBuildingTech	Services	\$30,448.30
M Bahe	Reimb	\$61.00
M Hepp	Refund	\$29.56
Mastercard	Services	\$1,225.96
McCarthyProperties	Funding	\$10,000.00
MillsPolice	Services	\$102.67
MountainViewHospital	Services	\$1,151.00
N Carlson	Reimb	\$1,269.85
N King	Refund	\$53.07
NatCountyClerk	Services	\$519.00
NatlDevelopmentCouncil	Services	\$833.33
NBSBenefits	Services	\$421.85
NCConservationDistrict	Funding	\$25,000.00
NCHS	Funding	\$55.00
NCSheriffsOffice	Funding	\$102.67
NevesUniforms	Goods	\$1,015.15
NewcomTechnologies	Services	\$1,000.00
OneCallofWy	Services	\$773.25
OverheadDoor	Goods	\$112.50
Paciolan	Services	\$3,272.20
ParkStreetLaw	Services	\$7,823.23
PeaksToPlainsDesign	Services	\$250.00
Pepsi	Goods	\$303.20
PostalPros	Services	\$13,440.60
PowderRiverShredders	Services	\$91.00
PristineWaterSolutions	Goods	\$7,524.40
R Hieb	Reimb	\$712.13
R Vigneri	Refund	\$39.82
R Vlach	Reimb	\$100.00
RailroadManagement	Services	\$1,197.31
RegionalWater	Services	\$387,124.34
ResourceStaff	Services	\$725.99
RockyMountainTitle	Services	\$878.00
RockyMtnPower	Services	\$225,847.67
S Bullock	Reimb	\$451.40
S Clouse	Refund	\$11.06
S Daley	Reimb	\$115.50

S Freel	Reimb	\$47.00
S Griffin	Funding	\$5,000.00
S Nelson	Reimb	\$105.67
S Schulz	Reimb	\$289.00
SamParsonsUpholstery	Services	\$333.26
SeniorPatientAdvocates	Services	\$450.00
SmmtElec	Services	\$256.75
SolidWasteProfessionals	Services	\$21,645.00
StarLine	Goods	\$493.15
Stotz	Goods	\$10,838.84
SuperiorStructures	Goods	\$6,340.00
SuperSuds	Services	\$63.75
Sysco	Goods	\$6,548.57
T Graham	Refund	\$48.90
T Keating	Refund	\$64.84
TetraTech	Services	\$1,710.45
Triflection	Refund	\$475.00
TrihydroCorp	Projects	\$40,472.50
UrgentCare	Services	\$2,264.00
V Warren	Refund	\$21.29
Verizon	Services	\$5,527.73
W Rilett	Refund	\$38.22
WERCSCcommunications	Services	\$507.70
WesternPlainsLandscaping	Services	\$44,570.50
WesternWaterConsult	Services	\$31,577.90
WestPlainsEngineering	Services	\$705.00
WilliamsPorterDay	Services	\$496.00
WMC	Services	\$1,052.20
WolfGang	Services	\$3,833.33
Worldwash	Services	\$575.00
WorthingtonLenhart&Carpenter	Services	\$21,241.13
WrightBrothers	Projects	\$241,405.87
WyAssocMunicipalities	Services	\$535.00
WyAssocRiskManagement	Services	\$1,494.00
WyDeptAgriculture	Goods	\$50.00
WyDeptRevenue	Taxes	\$5,595.11
WYDOT	Services	\$15,465.36
Z Szekely	Services	\$677.50
Z Winter	Reimb	\$80.19
		\$2,525,286.76

Moved by Councilman Bertoglio, seconded by Councilman Powell, to, by minute action: establish July 1, 2014 as the public hearing date for the consideration of the vacation and replat to create Sheridan Heights Addition No. 3, and rezoning of the same; vacation and replat to create Wolf Creek Eight, and a rezoning of proposed Lots 17 and 18, Wolf Creek Eight Addition; vacation and replat to create Wolf Creek Nine, and rezoning of same; vacation and

replat to create Heritage Hills Addition No. 3; an ordinance amending section 17.94.100 of the Casper municipal code pertaining to parking regulations in the Old Yellowstone District and South Poplar Street Corridor form-based code; and establish August 19, 2014 as the public hearing date for the consideration of annexation compliance of the Wolf Creek Nine Addition with W.S. 15-1-402. Passed.

Mayor Meyer opened the public hearing for the fiscal year 2013-2014 budget adjustments. City Attorney Luben entered two (2) exhibits. City Manager Patterson provided a brief report.

Speaking in favor of the budget adjustments was: Sue Berchenbriter , Ann Rochelle, and Zack Pullen and son. All three were in favor of outdoor pools, an item which is actually part of the FY 2014-2015 budget.

Speaking in opposition to the budget adjustments was: Pat Sweeney, 123 West “E” Street, regarding the use of reserves in the budget adjustment. There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 14-145  
A RESOLUTION AMENDING THE FY 2014 BUDGET OF THE  
CITY OF CASPER, AUTHORIZING THE ADJUSTMENT OF  
FUNDS THEREUNDER.

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

Mayor Meyer opened the public hearing for the consideration of the adoption of the fiscal year 2014-2015 budget.

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

Speaking in opposition to the budget was: Pat Sweeney, 123 West “E” Street, regarding spending down reserves.

There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 14-146  
A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO  
COVER EXPENDITURES OF THE CITY OF CASPER,  
WYOMING, FOR THE FISCAL YEAR OF JULY 1, 2014 TO  
JUNE 30, 2015 AND AUTHORIZING THE LEVYING OF 8  
MILLS PROPERTY TAX BY THE NATRONA COUNTY  
ASSESSOR.

Councilman Bertoglio presented the foregoing resolution for adoption. Seconded by Councilman Schlager. Councilman Goodenough voted nay. Passed.

The following ordinances were considered, on third reading, by consent agenda.

ORDINANCE NO. 12-14  
AN ORDINANCE AMENDING CERTAIN SECTIONS  
OF CHAPTER 15.28 OF THE CASPER MUNICIPAL  
CODE, AND ADOPTING THE 2014 EDITION OF  
THE NATIONAL ELECTRICAL CODE.

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

SECTION 1:

The following sections of Chapter 15.28 of the Casper Municipal Code are hereby amended to read as follows:

The reference to the year ~~2011~~ in Sections 15.28.010, 15.28.040, 15.28.170, 15.28.300, 15.28.370(A) and 15.28.440 are deleted and shall read “~~2011~~” “2014”.

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3:

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

PASSED on 1st reading the 20<sup>th</sup> day of May, 2014.

PASSED on 2nd reading the 3<sup>rd</sup> day of June, 2014.

PASSED, APPROVED, AND ADOPTED on the 3rd and final reading the 17<sup>th</sup> day of June, 2014.

ORDINANCE NO. 13-14  
AN ORDINANCE APPROVING A ZONE CHANGE OF  
LOT 5, THE HEIGHTS ADDITION NO. 2, AND A 64.36  
-ACRE PORTION OF SE1/4SW1/4, SECTION 8, T33N,  
R78W, 6TH P.M., NATRONA COUNTY WYOMING,  
FROM PUD (PLANNED UNIT DEVELOPMENT) TO  
AG (URBAN AGRICULTURE) TO REMOVE SAID  
PROPERTY FROM THE MCMURRY BUSINESS PARK  
PUD (PLANNED UNIT DEVELOPMENT).

WHEREAS, an application has been made to rezone Lot 5, The Heights Addition No. 2, and approximately 64.36 -acres of unplatted property located generally south of East Second Street and East of Venture Way, from PUD (Planned Unit Development) to AG (Urban Agriculture). Said unplatted property is described by metes and bounds as follows:

A parcel of land situate within the SE1/4 and the SE1/4SW1/4 of Section 8, and the SW1/4SW1/4 of Section 9, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, being more particularly described as follows:

Commencing at the southeast corner of said Section 8 monumented by an iron pipe and being the Point of Beginning;

Thence S89°41'30"W, along the south line of said Section 8, a distance of 1705.60 feet to a point;

Thence N37°49'15"W, a distance of 764.00 feet to a point;

Thence S50°18'39"W, a distance of 955.15 feet to a point, located on the south line of said Section 8;

Thence S89°41'30"W, along the south line of said Section 8, a distance of 90.64 feet to the southwest corner of the parcel, also being the southeast corner of The Heights Addition No. 2, to the City of Casper;

Thence N15°30'05"E, along the west line of the parcel and the east line of The Heights Addition No. 2, a distance of 488.16 feet to a point;

Thence S73°20'20"E, a distance of 123.57 feet to a point;

Thence N67°19'26"E, a distance of 821.70 feet to a point;

Thence N18°02'11 "E, a distance of 227.38 feet to a point;

Thence S86°07'38"E, a distance of 435.00 feet to a point;

Thence N87°22'25"E, a distance of 247.05 feet to a point;

Thence N12°14'06"E, a distance of 277.33 feet to a point;

Thence N63°15'45"E, a distance of 124.06 feet to a point located on the south line of East Second Street;

Thence in a northeasterly direction along the south line of East Second Street and a curve to the left having a radius of 5805.00 feet, through a central angle of 6°33'17", a distance of 664.09 feet, with a chord bearing of N86°48'56"E, a distance of 663.73 feet to the northwest corner of a 23.02 acre parcel;

Thence S06°27'42"E, along the east line of the parcel and the west line of the 23.02 acre parcel, a distance of 896.85 feet to the southwest corner of said 23.02 acre parcel;

Thence N78°52'05"E, along the south line of the 23.02 acre parcel, a distance of 1192.67 feet to the southeast corner of said 23.02 acre parcel, located on the west line of Hat Six Road;

Thence S13°44'26"E, along the east line of the parcel and the west line of said Hat Six Road, a distance of 710.43 feet to the southeast corner of the parcel, located on the south line of said Section 9;

Thence S89°41'30"W, along the south line of said Section 9, a distance of 1042.40 feet to the Point of Beginning.

The above described parcel contains 64.36 -acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on March 25, 2014, a motion recommending that the City Council approve the requested zone change; and,

WHEREAS, the governing body of the City of Casper finds that the rezone of the property described above from PUD (Planned Unit Development) to AG (Urban Agriculture) should be approved.

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

SECTION 1:

Lot 5, The Heights Addition No. 2 and the 64.36 -acre property, described by metes and bounds above, are hereby rezoned from zoning classification PUD (Planned Unit Development) to AG (Urban Agriculture).

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 20<sup>th</sup> day of May, 2014.

PASSED on 2nd reading the 3rd day of June, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17<sup>th</sup> day of June, 2014.

Councilman Sandoval presented the two (2) foregoing consent agenda ordinances for adoption, on third reading. Seconded by Council Hopkins. Councilman Goodenough voted nay on Ordinance 12 -14. Passed.

Following ordinance read:

ORDINANCE NO. 14-14  
AN ORDINANCE AMENDING CERTAIN SECTIONS  
OF TITLE 16 OF THE CASPER MUNICIPAL CODE  
PERTAINING TO DIGITAL PLAT DATA SUBMISSION  
STANDARDS.

Councilman Schlager presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Powell. City Manager Patterson provided a brief report on both Ordinance No. 14-14 and 15-14. Councilmen Goodenough and Sandoval voted nay. Passed.

Following ordinance read:

ORDINANCE NO. 15-14  
AN ORDINANCE AMENDING CERTAIN SECTIONS  
OF TITLE 13 AND 16 OF THE CASPER MUNICIPAL  
CODE PERTAINING TO DIGITAL AS-BUILT DATA  
SUBMISSION STANDARDS.

Councilman Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Schlager. Councilmen Goodenough and Sandoval voted nay. Passed.

Following resolution read:

RESOLUTION NO. 14-176

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBLEASE AGREEMENT WITH AMOCO REUSE AGREEMENT JOINT POWERS BOARD FOR REAL PROPERTY LOCATED WITHIN THE PLATTE RIVER COMMONS.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Powell. City Manager Patterson provided a brief report. The following citizens addressed the Council in favor of the sublease: Scott Sissman, Secretary of the Amoco Reuse Agreement Joint Powers Board (ARAJPB); Richie Bratton, Refined Properties; Katie Adrians, Ramada Plaza, 300 West "F" Street; Angela Emery, Platte River Trust, 1775 West 1<sup>st</sup> Street; and Glenn Januska, Natrona County Airport Manager. Speaking in opposition to the sublease was: Pat Sweeney, 123 West "E" Street. Councilman Goodenough voted nay. Passed.

Following resolution read:

RESOLUTION NO. 14-150

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH STANTEC CONSULTING SERVICES, INC. FOR THE NORTH PLATTE RIVER RESTORATION PROJECT.

Councilman Bertoglio presented the foregoing resolution for adoption. Seconded by Councilman Sandoval. City Manager Patterson provided a brief report. Passed.

Following resolution read:

RESOLUTION NO. 14-151

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONALS SERVICES WITH GOLDER ASSOCIATES, INC., FOR ENGINEERING SERVICES FOR THE BALEFILL PHYTOREMEDIATION PROJECT.

Councilman Powell presented the foregoing resolution for adoption. Seconded by Councilman Schlager. City Manager Patterson provided a brief report. Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-147

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

RESOLUTION NO. 14-148

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE WYOMING STATE HISTORIC PRESERVATION OFFICE FOR COMPLETION OF A SURVEY AND INVENTORY OF DOWNTOWN AND THE OLD YELLOWSTONE DISTRICT.

RESOLUTION NO. 14-149

A RESOLUTION RESCINDING RESOLUTION NO. 12-133 AND ESTABLISHING FEES FOR USE OF THE HOGADON SKI AREA.

RESOLUTION NO. 14-152

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TRIHYDRO CORPORATION, FOR PROFESSIONAL SERVICES FOR THE 2014 MCKINLEY STREET IMPROVEMENTS PROJECT.

RESOLUTION NO. 14-153

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR BALEFILL COMPOST YARD BUILDING FLOOR, PROJECT NO. 14-26.

RESOLUTION NO. 14-154

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CR CONCRETE & EXCAVATION, INC., FOR HOGADON RESERVOIR MEMBRANE REPLACEMENT, PROJECT 13-12.

RESOLUTION NO. 14-155

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MODERN ELECTRIC CO., FOR THE 2ND STREET & SAM'S CLUB INTERSECTION IMPROVEMENTS PROJECT NO. 11-58.

RESOLUTION NO. 14-156

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE ZONE 1 CONCRETE REPLACEMENT PROJECT.

RESOLUTION NO. 14-157

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMSHORN CONSTRUCTION, INC., FOR THE MCKINLEY STREET IMPROVEMENTS, PROJECT 13-69.

RESOLUTION NO. 14-158

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE 2014 SANITARY SEWER IMPROVEMENTS PROJECT.

RESOLUTION NO. 14-159

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KNIFE RIVER FOR THE COUNTRY CLUB ROAD RECONSTRUCTION — WYOMING BOULEVARD TO ARDON LANE PROJECT NO. 14-23.

RESOLUTION NO. 14-160

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE MACKENSIE DOG PARK PAVING AND PATHWAY, PROJECT NO. 14-36

RESOLUTION NO. 14-161

A RESOLUTION AUTHORIZING CHANGE ORDER NO.2 WITH HIGH COUNTRY CONSTRUCTION, INC., FOR THE BIOSOLIDS COMPOST AREA AND UNLINED CONSTRUCTION AND DEMOLITION WASTE CELL PROJECT.

RESOLUTION NO. 14-162

A RESOLUTION APPROVING THE REPLAT OF LOT 41B, MESA ADDITION NO. 5 TO CREATE MESA ADDITION NO. 9 AND THE ASSOCIATED SUBDIVISION AGREEMENT

RESOLUTION NO. 14-163

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH THE NATIONAL DEVELOPMENT COUNCIL.

RESOLUTION NO. 14-164

A RESOLUTION APPROVING THE SUB -AREA PLAN FOR LOT 10, PARK RIDGE MEDICAL CAMPUS NO.2 ADDITION.

RESOLUTION NO. 14-165

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH COMMUNITY ACTION PARTNERSHIP OF NATRONA COUNTY.

RESOLUTION NO. 14-166

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE CUTAWAY BUS FROM INTERMOUNTAIN COACH LEASING, INC. FOR USE IN THE CITY'S TRANSIT PROGRAM.

RESOLUTION NO. 14-167

A RESOLUTION AUTHORIZING A LEASE WITH FIRST RIGHT OF REFUSAL OF CITY-OWNED PROPERTY LOCATED AT LOT 40, BLOCK 1, IN THE CITY OF CASPER, NATRONA COUNTY, WYOMING, AS PER PLAT RECORDED FEBRUARY 7, 1899, IN BOOK E OF DEEDS, PAGE 151, NATRONA COUNTY, WYOMING TO CASPER DOWNTOWN DEVELOPMENT AUTHORITY, FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO W.S. § 15-1-112(b)(i)(D).

RESOLUTION NO. 14-168

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2014-2015 CONTRACT WITH THE CASPER AREA TRANSPORTATION COALITION, IN AN AMOUNT NOT TO EXCEED \$35,000 FOR THE PROVISION OF SUBSIDIZED FARES TO LOW-INCOME RESIDENTS.

RESOLUTION NO. 14-169

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH THE YOUTH CRISIS CENTER.

RESOLUTION NO. 14-170

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SUPERIOR STRUCTURES.

RESOLUTION NO. 14-171

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH INSTALLED SALES SOLUTIONS.

RESOLUTION NO. 14-172

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

RESOLUTION NO. 14-173

A RESOLUTION AUTHORIZING CHANNEL 03 TO CHANGE FROM AN EDUCATIONAL AND GOVERNMENTAL ACCESS TELEVISION CHANNEL TO A PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS TELEVISION CHANNEL.

RESOLUTION NO. 14-174

A RESOLUTION APPROVING THE PROPOSED PROJECT APPLICATIONS FOR THE 2014 COUNTY CONSENSUS FUNDING.

RESOLUTION NO. 14-175

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ARCHITECTURAL DOORS AND HARDWARE FOR THE CASPER EVENTS CENTER FOR DOOR HARDWARE REPLACEMENT.

Councilman Bertoglio presented the foregoing twenty seven (27) resolutions for adoption. Seconded by Councilman Schlager. Councilman Cathey voted nay on Resolution No. 14-157, Councilman Goodenough voted nay on Resolution Numbers 14-149, 14-163, 14-171 and 14-174, Councilman Schlager voted nay on Resolution No. 14-149 and Mayor Meyer abstained from voting on Resolution No. 14-157. Passed.

Moved by Councilman Hopkins, seconded by Councilman Schlager, to, by consent minute action, authorize Andreen Hunt Construction to work extended hours during the construction of Gosfield Village #4 Addition; reject bid received for the 1<sup>st</sup> Street improvements; and allow Council sponsorship of the League of Women Voters to use Council chambers as a public forum during the current election season. Councilman Bertoglio voted nay on the use of Council chambers item, Councilman Goodenough voted nay on extending work hours for the Gosfield project, and Councilman Hedquist voted nay on the rejection of bids for the 1<sup>st</sup> Street improvements. Passed.

Individuals addressing the Council were: Pat Sweeney, 123 West "E" Street, regarding the ARAJPB sublease, the optional one cent sales tax and acknowledging the upcoming retirement of City employee Jan Hensen; Kevin Hawley, Downtown Development Authority Director, 109 West 2<sup>nd</sup> Street, thanking Council for the use of the former Adbay building; Cathy

Ide, 3838 Garden Creek Road, in opposition to the ARAJPB sublease; and Kim Holloway, 2068 South Cedar, regarding the League of Women Voters.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, June 24, 2014, and at 7:00 a.m., Friday, June 27, 2014, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, July 1, 2014, in the Council Chambers.

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

The meeting was adjourned at 9:05 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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V. H. McDonald  
City Clerk

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Paul L. Meyer  
Mayor

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

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

14-06-100 POSTAGE

\$63.19

**\$63.19** Subtotal for Dept. Casper Events Center

14-06-93 POSTAGE

\$4.60

**\$4.60** Subtotal for Dept. City Attorney

14-06-95 POSTAGE

\$2.40

**\$2.40** Subtotal for Dept. City Manager

14-06-107 POSTAGE

\$1.82

**\$1.82** Subtotal for Dept. Council

14-06-96 POSTAGE

\$41.16

**\$41.16** Subtotal for Dept. Engineering

14-06-101 POSTAGE

\$389.05

**\$389.05** Subtotal for Dept. Finance

14-06-102 POSTAGE

\$26.43

**\$26.43** Subtotal for Dept. Fire

14-05-427 POSTAGE

\$7.05

**\$7.05** Subtotal for Dept. Fort Caspar

14-06-109 POSTAGE

\$220.72

**\$220.72** Subtotal for Dept. Health Insurance

14-06-104 POSTAGE

\$163.04

**\$163.04** Subtotal for Dept. Ice Arena

14-06-110 POSTAGE

\$243.95

**\$243.95** Subtotal for Dept. Police

14-06-108 POSTAGE

\$1.99

**\$1.99** Subtotal for Dept. Police Grants

14-06-112 POSTAGE

\$3.14

**\$3.14** Subtotal for Dept. Property & Liability Insurance

**\$1,168.54** Subtotal for Vendor

## AAA LANDSCAPING

5873 LANDSCAPING SERVICES

\$292.55

**\$292.55** Subtotal for Dept. Balefill

**\$292.55** Subtotal for Vendor

## ADAM HIATT

RIN0023877 MILEAGE

\$44.80

**\$44.80** Subtotal for Dept. Information Services

**\$44.80** Subtotal for Vendor

## ADVANCED THERMAL SOLUTIONS INC.

1332-4346 ICE MACHINE REPAIRS

\$152.00

**\$152.00** Subtotal for Dept. Golf Course

**\$152.00** Subtotal for Vendor

## AIRGAS INTERMOUNTAIN, INC.

9918751905 WELDING SUPPLIES

\$145.82

9917999326 WELDING SUPPLIES

\$139.18

**\$285.00** Subtotal for Dept. Balefill

9917999326 WELDING SUPPLIES

\$139.18

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

9918751905 WELDING SUPPLIES

\$145.82

**\$285.00** Subtotal for Dept. Refuse Collection

**\$570.00** Subtotal for Vendor

## ALTITUDE RECYCLING EQUIPMENT

1577 REBUILDING OF TWO BALER COVEYO

\$85,150.00

**\$85,150.00** Subtotal for Dept. Balefill

**\$85,150.00** Subtotal for Vendor

## AMERICAN EAGLE CLEANING, LLC

3963 PRESSURE WASH TRUCKS

\$500.00

**\$500.00** Subtotal for Dept. Refuse Collection

**\$500.00** Subtotal for Vendor

## AMERIGAS - CASPER

801739240 PROPANE

\$75.82

**\$75.82** Subtotal for Dept. Balefill

55403707 PROPANE

\$37.69

**\$37.69** Subtotal for Dept. Casper Events Center

**\$113.51** Subtotal for Vendor

## APPALOOSA BROADCASTING

IN-114052046 ADS

\$250.00

IN-114052047 ADS

\$250.00

**\$500.00** Subtotal for Dept. Refuse Collection

**\$500.00** Subtotal for Vendor

## ARROWHEAD, INC.

3522 HVAC MAINTENANCE

\$408.00

**\$408.00** Subtotal for Dept. Balefill

**\$408.00** Subtotal for Vendor

## AT&T

RIN0023924 LONG DISTANCE SERVICE

\$69.42

**\$69.42** Subtotal for Dept. Communications Center

**\$69.42** Subtotal for Vendor

## ATLANTIC ELECTRIC, INC.

5267 MAGIC CARPET LIFT ELEC

\$13,980.59

**\$13,980.59** Subtotal for Dept. Hogadon

5233 3 PHASE RECEPTACLE/FIRE ST 3

\$471.31

**\$471.31** Subtotal for Dept. Property & Liability Insurance

**\$14,451.90** Subtotal for Vendor

## B&W CRANE SERVICE

008651 CRANE FOR INSTALL OF RW PUMP

\$960.00

**\$960.00** Subtotal for Dept. Water Treatment Plant

**\$960.00** Subtotal for Vendor

## BALD EAGLE LIFTS

7 HOGADON YELLOW CHAIRLIFT DRIVE

\$21,000.00

6 HOGADON YELLOW CHAIRLIFT DRIVE

\$10,000.00

5 HOGADON YELLOW CHAIRLIFT DRIVE

\$34,000.00

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

**\$65,000.00** Subtotal for Dept. Hogadon

**\$65,000.00** Subtotal for Vendor

## BARKER & ASSOCIATES

1318 AMPLIFIERS, MICS-CASPER SPEEDW

\$3,626.18

**\$3,626.18** Subtotal for Dept. Capital Projects

**\$3,626.18** Subtotal for Vendor

## BENNETT, JENNIFER

0022332413 DEPOSIT/CREDIT REFUND

\$52.81

**\$52.81** Subtotal for Dept. Water

**\$52.81** Subtotal for Vendor

## BLAIR, KESHIA

0022332417 DEPOSIT/CREDIT REFUND

\$39.01

**\$39.01** Subtotal for Dept. Water

**\$39.01** Subtotal for Vendor

## BOEDING, JULIE

0022332411 DEPOSIT/CREDIT REFUND

\$47.44

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

**\$47.44** Subtotal for Vendor

## BRAD MUELLER

RIN0023952 TRAVEL EXPENSES

\$131.00

**\$131.00** Subtotal for Dept. Police

**\$131.00** Subtotal for Vendor

## BRAD WNUK

RIN0023917 TRAVEL EXPENSES

\$343.00

**\$343.00** Subtotal for Dept. Police

**\$343.00** Subtotal for Vendor

## BRENNTAG PACIFIC, INC.

BPI420249 FERRIC

\$12,788.89

BPI421432 FERRIC

\$13,957.38

BPI421433 FERRIC

\$13,609.47

BPI423133 FERRIC

\$14,162.35

**\$54,518.09** Subtotal for Dept. Water Treatment Plant

**\$54,518.09** Subtotal for Vendor

## BURNS & MCDONNELL ENGINEERING CO., INC.

78807-1 PLC REPLACEMENTS

\$15,922.21

**\$15,922.21** Subtotal for Dept. Waste Water

**\$15,922.21** Subtotal for Vendor

## BW INSURANCE AGENCY INC

3049331 HOGADON GENERAL LIABILITY PREM

\$868.00

**\$868.00** Subtotal for Dept. Property & Liability Insurance

**\$868.00** Subtotal for Vendor

## CAMERON BRETZ

RIN0023951 REIMBURSE FINE SUSPENSION

\$125.00

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

**\$125.00** Subtotal for Dept. General Fund Revenue  
**\$125.00** Subtotal for Vendor

## CARPET ONE COMMERCIAL FLOORING CG402585 FLOORING

\$6,940.42  
**\$6,940.42** Subtotal for Dept. Life Steps Campus  
**\$6,940.42** Subtotal for Vendor

## CARTER, DUKE 0022332435 DEPOSIT/CREDIT REFUND

\$45.00  
**\$45.00** Subtotal for Dept. Water  
**\$45.00** Subtotal for Vendor

## CASCIATO, KYLEE 0022291413 DEPOSIT/CREDIT REFUND

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

## CASPER COLLEGE - CLASS REGISTRATION RIN0023925 REGISTRATION FOR CLASS

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

## CASPER RADIO GROUP RIN0023904 ADS

\$975.80  
**\$975.80** Subtotal for Dept. Golf Course  
**\$975.80** Subtotal for Vendor

## CASPER STAR TRIBUNE - LEGAL ADS ONLY 980627 ADS

\$307.30  
**\$307.30** Subtotal for Dept. Police Dept

980801 ADS

\$318.10  
**\$318.10** Subtotal for Dept. Refuse Collection

980997 ADS

\$312.70  
**\$312.70** Subtotal for Dept. Streets  
**\$938.10** Subtotal for Vendor

## CASPER STAR TRIBUNE - REGULAR ADS ONLY 411838 ADS

\$2,139.16  
**\$2,139.16** Subtotal for Dept. Refuse Collection  
**\$2,139.16** Subtotal for Vendor

## CENTURYLINK RIN0023910 PHONE USE RIN0023933 PHONE USE RIN0023910 PHONE USE

\$146.52  
\$37.33  
\$84.20  
**\$268.05** Subtotal for Dept. Casper Events Center

RIN0023894 PHONE USE  
1304504614 PHONE USE

\$38.88  
\$10.30  
**\$49.18** Subtotal for Dept. Cemetery

RIN0023910 PHONE USE

\$63.13  
**\$63.13** Subtotal for Dept. City Hall

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

RIN0023910 PHONE USE	\$164.40	
RIN0023910 PHONE USE	\$64.82	
	<b>\$229.22</b>	<b>Subtotal for Dept. Communications Center</b>
RIN0023910 PHONE USE	\$74.02	
	<b>\$74.02</b>	<b>Subtotal for Dept. Engineering</b>
RIN0023910 PHONE USE	\$473.27	
	<b>\$473.27</b>	<b>Subtotal for Dept. Fire</b>
RIN0023910 PHONE USE	\$154.77	
	<b>\$154.77</b>	<b>Subtotal for Dept. Metro Animal</b>
RIN0023910 PHONE USE	\$83.62	
	<b>\$83.62</b>	<b>Subtotal for Dept. Municipal Court</b>
RIN0023910 PHONE USE	\$358.44	
	<b>\$358.44</b>	<b>Subtotal for Dept. Parking</b>
RIN0023910 PHONE USE	\$74.02	
	<b>\$74.02</b>	<b>Subtotal for Dept. Police</b>
RIN0023910 PHONE USE	\$72.30	
	<b>\$72.30</b>	<b>Subtotal for Dept. Sewer</b>
RIN0023933 PHONE USE	\$36.58	
	<b>\$36.58</b>	<b>Subtotal for Dept. Streets</b>
RIN0023910 PHONE USE	\$92.22	
	<b>\$92.22</b>	<b>Subtotal for Dept. Traffic</b>
RIN0023933 PHONE USE	\$36.35	
	<b>\$36.35</b>	<b>Subtotal for Dept. Waste Water</b>
RIN0023883 PHONE USE	\$41.76	
	<b>\$41.76</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
	<b>\$2,106.93</b>	<b>Subtotal for Vendor</b>

**CH DIAGNOSTIC & CONSULTING SVC., INC.**  
20140166 MPA TESTING

	\$1,270.00	
	<b>\$1,270.00</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
	<b>\$1,270.00</b>	<b>Subtotal for Vendor</b>

**CHARTER**

RIN0023911 INTERNET SERVICE JUNE 2014	\$11.20	
	<b>\$11.20</b>	<b>Subtotal for Dept. Balefill</b>
RIN0023911 INTERNET SERVICE JUNE 2014	\$29.88	
	<b>\$29.88</b>	<b>Subtotal for Dept. Casper Events Center</b>
RIN0023911 INTERNET SERVICE JUNE 2014	\$9.34	
	<b>\$9.34</b>	<b>Subtotal for Dept. City Attorney</b>
RIN0023911 INTERNET SERVICE JUNE 2014	\$9.36	
	<b>\$9.36</b>	<b>Subtotal for Dept. City Manager</b>
RIN0023911 INTERNET SERVICE JUNE 2014	\$14.94	
	<b>\$14.94</b>	<b>Subtotal for Dept. Code Enforcement</b>
RIN0023911 INTERNET SERVICE JUNE 2014	\$16.80	
	<b>\$16.80</b>	<b>Subtotal for Dept. Council</b>
RIN0023911 INTERNET SERVICE JUNE 2014	\$24.27	
	<b>\$24.27</b>	<b>Subtotal for Dept. Engineering</b>
RIN0023911 INTERNET SERVICE JUNE 2014	\$37.34	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

RIN0023911 INTERNET SERVICE JUNE 2014	\$37.34	<b>\$37.34 Subtotal for Dept.</b>	Finance
RIN0023911 INTERNET SERVICE JUNE 2014	\$37.34		
RIN0023911 INTERNET SERVICE JUNE 2014	\$1.87	<b>\$37.34 Subtotal for Dept.</b>	Fire
RIN0023911 INTERNET SERVICE JUNE 2014	\$11.20		
RIN0023911 INTERNET SERVICE JUNE 2014	\$1.87	<b>\$1.87 Subtotal for Dept.</b>	Fort Caspar
RIN0023911 INTERNET SERVICE JUNE 2014	\$11.20		
RIN0023911 INTERNET SERVICE JUNE 2014	\$1.87	<b>\$11.20 Subtotal for Dept.</b>	Garage
RIN0023911 INTERNET SERVICE JUNE 2014	\$5.60		
RIN0023911 INTERNET SERVICE JUNE 2014	\$5.60	<b>\$1.87 Subtotal for Dept.</b>	Golf Course
RIN0023911 INTERNET SERVICE JUNE 2014	\$14.94		
RIN0023911 INTERNET SERVICE JUNE 2014	\$5.60	<b>\$5.60 Subtotal for Dept.</b>	Hogadon
RIN0023911 INTERNET SERVICE JUNE 2014	\$22.41		
RIN0023911 INTERNET SERVICE JUNE 2014	\$5.60	<b>\$14.94 Subtotal for Dept.</b>	Human Resources
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67		
RIN0023911 INTERNET SERVICE JUNE 2014	\$5.60	<b>\$5.60 Subtotal for Dept.</b>	Ice Arena
RIN0023911 INTERNET SERVICE JUNE 2014	\$22.41		
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67	<b>\$22.41 Subtotal for Dept.</b>	Information Services
RIN0023911 INTERNET SERVICE JUNE 2014	\$0.36		
RIN0023911 INTERNET SERVICE JUNE 2014	\$3.38	<b>\$18.67 Subtotal for Dept.</b>	Metro Animal
RIN0023911 INTERNET SERVICE JUNE 2014	\$11.20		
RIN0023911 INTERNET SERVICE JUNE 2014	\$16.80	<b>\$3.74 Subtotal for Dept.</b>	Metropolitan Planning
RIN0023911 INTERNET SERVICE JUNE 2014	\$5.60		
RIN0023911 INTERNET SERVICE JUNE 2014	\$82.16	<b>\$11.20 Subtotal for Dept.</b>	Municipal Court
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67		
RIN0023911 INTERNET SERVICE JUNE 2014	\$5.60	<b>\$16.80 Subtotal for Dept.</b>	Parks
RIN0023911 INTERNET SERVICE JUNE 2014	\$82.16		
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67	<b>\$5.60 Subtotal for Dept.</b>	Planning
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67		
RIN0023911 INTERNET SERVICE JUNE 2014	\$3.73	<b>\$82.16 Subtotal for Dept.</b>	Police
RIN0023911 INTERNET SERVICE JUNE 2014	\$3.73		
RIN0023911 INTERNET SERVICE JUNE 2014	\$3.73	<b>\$18.67 Subtotal for Dept.</b>	Recreation
RIN0023911 INTERNET SERVICE JUNE 2014	\$13.07		
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67	<b>\$3.73 Subtotal for Dept.</b>	Streets
RIN0023911 INTERNET SERVICE JUNE 2014	\$13.07		
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67	<b>\$3.73 Subtotal for Dept.</b>	Traffic
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67		
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67	<b>\$13.07 Subtotal for Dept.</b>	Waste Water
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67		
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67	<b>\$18.67 Subtotal for Dept.</b>	Water
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67		
RIN0023911 INTERNET SERVICE JUNE 2014	\$18.67	<b>\$450.00 Subtotal for Vendor</b>	

## CIVIL ENGINEERING PROFESSIONALS, INC.

14-102-01 SURVEYING SERVICES

\$7,894.50  
**\$7,894.50 Subtotal for Dept.** Engineering

14-03-01 ARTERIALS PROJECT REVIEW

\$6,195.60  
**\$6,195.60 Subtotal for Dept.** Streets

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

13-46-10 SALT CREEK HWY/20/26 BYPASS AN

\$3,080.45

**\$3,080.45** Subtotal for Dept. Waste Water

12-68-18 ZONE II/III POPLAR 39TH WATER

\$4,068.82

12-68-18 ZONE II/III POPLAR 39TH WATER

\$4,052.58

**\$8,121.40** Subtotal for Dept. Water

**\$25,291.95** Subtotal for Vendor

## CMI TECO, INC.

16535 FABRICATE & INSTALL STEEL SUPP

\$2,635.00

**\$2,635.00** Subtotal for Dept. Water

**\$2,635.00** Subtotal for Vendor

## CNIC HEALTH SOLUTIONS, INC.

RIN0023934 STOP LOSS

\$52,379.28

RIN0023934 ADMIN FEE

\$32,597.88

**\$84,977.16** Subtotal for Dept. Health Insurance

**\$84,977.16** Subtotal for Vendor

## COBAN TECH. INC.

8210 REPAIRS

\$125.00

**\$125.00** Subtotal for Dept. Police

**\$125.00** Subtotal for Vendor

## COLDRIDGE, LUKE

0022332427 DEPOSIT/CREDIT REFUND

\$11.55

**\$11.55** Subtotal for Dept. Water

**\$11.55** Subtotal for Vendor

## COLLECTION CENTER INC.

975600000029 COLLECTION FEES

\$4.99

**\$4.99** Subtotal for Dept. Finance

972000000261 COLLECTION FEES

\$143.36

**\$143.36** Subtotal for Dept. Refuse Collection

972000000261 COLLECTION FEES

\$109.22

**\$109.22** Subtotal for Dept. Sewer

972000000261 COLLECTION FEES

\$320.88

**\$320.88** Subtotal for Dept. Water

**\$578.45** Subtotal for Vendor

## COMMUNICATION TECHNOLOGIES, INC.

69728 STRIP UNIT FOR TRADE

\$784.00

39753 INSTALLS

\$929.00

69685 EQUIP INSTALL

\$451.00

**\$2,164.00** Subtotal for Dept. Police Dept

**\$2,164.00** Subtotal for Vendor

## COMTRONIX, INC.

42486 ACCESS CONTROL CARDS

\$6,360.00

**\$6,360.00** Subtotal for Dept. City Manager

**\$6,360.00** Subtotal for Vendor

## CONTRACT WATER TURF

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

2 RETAIN RELEASE MEADOWLRK PRK

\$2,174.45  
**\$2,174.45** Subtotal for Dept. Capital Projects  
**\$2,174.45** Subtotal for Vendor

## COURTADE, DAVID

0022291417 DEPOSIT/CREDIT REFUND

0022291417 DEPOSIT/CREDIT REFUND

\$11.19  
\$31.92  
**\$43.11** Subtotal for Dept. Water  
**\$43.11** Subtotal for Vendor

## COWDIN CLEANING

201172 WEED MOWING

\$362.32  
**\$362.32** Subtotal for Dept. Code Enforcement  
**\$362.32** Subtotal for Vendor

## DAIGLE, MARK

0022291419 DEPOSIT/CREDIT REFUND

\$58.67  
**\$58.67** Subtotal for Dept. Water  
**\$58.67** Subtotal for Vendor

## DALE BUCKINGHAM ARCHITECTS

2005 ARCH/ENGINEERING AND CA FOR MU

\$3,300.75  
**\$3,300.75** Subtotal for Dept. Golf Course  
**\$3,300.75** Subtotal for Vendor

## DAVE LODEN CONSTRUCTION

RIN0023908 RETAIN REL 2013 MISC. ROOF

\$5,044.50  
**\$5,044.50** Subtotal for Dept. Capital Projects  
**\$5,044.50** Subtotal for Vendor

## DAVIS, TESSA/MICHAEL

0022332432 DEPOSIT/CREDIT REFUND

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

## DEGERING, JERIT

0022332422 DEPOSIT/CREDIT REFUND

\$56.23  
**\$56.23** Subtotal for Dept. Water  
**\$56.23** Subtotal for Vendor

## DELL MARKETING LP

XJF59XX33 VLA OFFICE PRO PLUS 2013

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

XJF59XW61 OFFICE PRO PLUS (2)

\$676.70  
**\$676.70** Subtotal for Dept. Garage  
**\$1,015.05** Subtotal for Vendor

## DELUXE BUSINESS CHECKS AND SOLUTIONS

70044963 DEPOSIT TICKETS

\$44.80  
**\$44.80** Subtotal for Dept. Engineering

70044989 DEPOSIT TICKETS

\$101.66  
**\$101.66** Subtotal for Dept. Finance

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

**\$146.46 Subtotal for Vendor**

## DEPARTMENT OF THE TREASURY

RIN0023909 PCORI FEE FOR 2013 HEALTHCARE

\$1,790.00

**\$1,790.00 Subtotal for Dept.** Health Insurance

**\$1,790.00 Subtotal for Vendor**

## DIRSEC, INC

CAS-032414 WEB FILTER

\$6,410.13

**\$6,410.13 Subtotal for Dept.** City Manager

**\$6,410.13 Subtotal for Vendor**

## DOUBLE D WELDING & FABRICATION INC.

2833 FRONT END LOADER REPAIRS

\$3,550.00

**\$3,550.00 Subtotal for Dept.** Balefill

2830 WATER DAMAGE REPAIR

\$295.00

**\$295.00 Subtotal for Dept.** Buildings And Grounds

2826 REPAIR RAM PORT

\$75.00

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

**\$3,920.00 Subtotal for Vendor**

## DPC INDUSTRIES, INC.

727000208-14 SODIUM HYP

\$5,707.93

**\$5,707.93 Subtotal for Dept.** Water Treatment Plant

**\$5,707.93 Subtotal for Vendor**

## DQ'S LAND SERVICE MAINTENANCE

242 WEED MOWING

\$119.07

**\$119.07 Subtotal for Dept.** Code Enforcement

**\$119.07 Subtotal for Vendor**

## ELAN, BERNARD

0022332410 DEPOSIT/CREDIT REFUND

\$61.11

**\$61.11 Subtotal for Dept.** Water

**\$61.11 Subtotal for Vendor**

## ENVIRONMENTAL & CIVIL SOLUTIONS

2478 COUNTRY CLUB RD-WY BLVD TO ARD

\$31,224.00

**\$31,224.00 Subtotal for Dept.** Streets

2469 2013 MISC WATER PH I

\$756.30

**\$756.30 Subtotal for Dept.** Water

**\$31,980.30 Subtotal for Vendor**

## ERIC WALTERS

RIN0023923 REIMBURSE TUITION

\$980.33

**\$980.33 Subtotal for Dept.** Police

**\$980.33 Subtotal for Vendor**

## ESPERLINE, MIKE

0022332426 DEPOSIT/CREDIT REFUND

\$45.86

**\$45.86 Subtotal for Dept.** Water

**\$45.86 Subtotal for Vendor**

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

## FIRST DATA MERCHANT SVCS CORP.

REMI973426 MERCHANT SERVICES	\$3,891.68	
REMI961654 MERCHANT SERVICES	\$3,512.70	
	<b>\$7,404.38</b>	<b>Subtotal for Dept. Balefill</b>
REMI972335 MERCHANT SERVICES	\$16.45	
	<b>\$16.45</b>	<b>Subtotal for Dept. Casper Events Center</b>
REMI961650 MERCHANT SERVICES	\$1,072.19	
	<b>\$1,072.19</b>	<b>Subtotal for Dept. Golf Course</b>
REMI972345 MERCHANT SERVICES	\$17.90	
	<b>\$17.90</b>	<b>Subtotal for Dept. Police Grants</b>
REMI973304 MERCHANT SERVICES	\$1,496.20	
	<b>\$1,496.20</b>	<b>Subtotal for Dept. Water</b>
REMI940126 MERCHANT SERVICES	\$1,351.43	
REMI940119 MERCHANT SERVICES	\$1,273.49	
	<b>\$2,624.92</b>	<b>Subtotal for Dept. Casper Events Center</b>
REMI940120 MERCHANT SERVICES	\$23.90	
	<b>\$23.90</b>	<b>Subtotal for Dept. Fort Caspar</b>
	<b>\$12,655.94</b>	<b>Subtotal for Vendor</b>

## FIRST INTERSTATE BANK

RIN0023903 MAY 2014 LOCKBOX FEES	\$2,389.35	
RIN0023902 NIGHT DROP BAGS	\$200.00	
	<b>\$2,589.35</b>	<b>Subtotal for Dept. Finance</b>
RIN0023902 NIGHT DROP BAGS	\$10.00	
	<b>\$10.00</b>	<b>Subtotal for Dept. Golf Course</b>
	<b>\$2,599.35</b>	<b>Subtotal for Vendor</b>

## FIRST INTERSTATE BANK - PETTY CASH

RIN0023949 PETTY CASH	\$10.00	
RIN0023949 PETTY CASH	\$55.28	
RIN0023949 PETTY CASH	\$10.00	
RIN0023949 PETTY CASH	\$10.00	
RIN0023949 PETTY CASH	\$20.00	
RIN0023949 PETTY CASH	\$10.00	
RIN0023949 PETTY CASH	\$20.00	
RIN0023949 PETTY CASH	\$10.00	
RIN0023949 PETTY CASH	\$28.41	
	<b>\$173.69</b>	<b>Subtotal for Dept. Engineering</b>
RIN0023949 PETTY CASH	\$11.36	
	<b>\$11.36</b>	<b>Subtotal for Dept. Sewer</b>
RIN0023949 PETTY CASH	\$16.24	
RIN0023949 PETTY CASH	\$9.42	
RIN0023949 PETTY CASH	\$10.00	
RIN0023949 PETTY CASH	\$6.59	
RIN0023949 PETTY CASH	\$5.00	
	<b>\$47.25</b>	<b>Subtotal for Dept. Water</b>
RIN0023949 PETTY CASH	\$9.44	
RIN0023949 PETTY CASH	\$11.29	
RIN0023949 PETTY CASH	\$17.85	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

RIN0023949	PETTY CASH	\$3.00	
RIN0023949	PETTY CASH	\$17.94	
RIN0023949	PETTY CASH	\$1.80	
RIN0023949	PETTY CASH	\$9.44	
RIN0023949	PETTY CASH	\$12.34	
RIN0023949	PETTY CASH	\$12.60	
<b>\$95.70</b>	<b>Subtotal for Dept.</b>		Water Treatment Plant
<b>\$328.00</b>	<b>Subtotal for Vendor</b>		

## FISCHER BODY SHOP CORP.

21989 REPAIR '10 FORD FUSION

\$940.65		
<b>\$940.65</b>	<b>Subtotal for Dept.</b>	Property & Liability Insurance
<b>\$940.65</b>	<b>Subtotal for Vendor</b>	

## FOOD SVCS OF AMERICA

4683875 CONCESSION SUPPLIES  
4683875 ALCOHOL

\$1,419.80		
\$248.03		
<b>\$1,667.83</b>	<b>Subtotal for Dept.</b>	Casper Events Center
<b>\$1,667.83</b>	<b>Subtotal for Vendor</b>	

## FRIESEN, SHANE

0022291414 DEPOSIT/CREDIT REFUND

\$48.90		
<b>\$48.90</b>	<b>Subtotal for Dept.</b>	Water
<b>\$48.90</b>	<b>Subtotal for Vendor</b>	

## FRONTLINE FIRE PROTECTION

748 RELOCATE FIRE SPRINKLER HEADS

\$2,275.00		
<b>\$2,275.00</b>	<b>Subtotal for Dept.</b>	Garage
<b>\$2,275.00</b>	<b>Subtotal for Vendor</b>	

## GALLINGER, GREG

0022332437 DEPOSIT/CREDIT REFUND

\$45.75		
<b>\$45.75</b>	<b>Subtotal for Dept.</b>	Water
<b>\$45.75</b>	<b>Subtotal for Vendor</b>	

## GLACKEN AND ASSOCIATES

4 BACKGROUND TRAINING

\$275.00		
<b>\$275.00</b>	<b>Subtotal for Dept.</b>	Metro Animal
<b>\$275.00</b>	<b>Subtotal for Vendor</b>	

## GOLDER ASSOCIATES

385403 BALEFILL ACM ASSESS OF CORR ME  
385404 ASSESSMENT OF CORRECTIVE MEASU  
385551 BIOSOLIDS COMPOSTING/UNLINE C&

\$181.13		
\$11,364.63		
\$2,136.75		
<b>\$13,682.51</b>	<b>Subtotal for Dept.</b>	Balefill
<b>\$13,682.51</b>	<b>Subtotal for Vendor</b>	

## GONZALEZ, JUAN

0022332423 DEPOSIT/CREDIT REFUND

\$8.57		
<b>\$8.57</b>	<b>Subtotal for Dept.</b>	Water
<b>\$8.57</b>	<b>Subtotal for Vendor</b>	

## GOOD 2 GO STORES

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

NP41143197 FUEL

NP41396430 FUEL

\$585.65

\$821.24

**\$1,406.89** Subtotal for Dept. Fire

**\$1,406.89** Subtotal for Vendor

## GREEN'S SEWER & DRAIN SVC.

15740 REPAIR

\$98.00

**\$98.00** Subtotal for Dept. Recreation

**\$98.00** Subtotal for Vendor

## GREINER MOTOR CO - CASPER

FOCB407102 REPAIR '11 DODGE CHGER/POLICE

\$587.11

**\$587.11** Subtotal for Dept. Property & Liability Insurance

**\$587.11** Subtotal for Vendor

## HARTBERGER, MARY/DON

0022332419 DEPOSIT/CREDIT REFUND

\$7.93

**\$7.93** Subtotal for Dept. Water

**\$7.93** Subtotal for Vendor

## HASLAM, RYAN

0022332416 DEPOSIT/CREDIT REFUND

\$37.87

**\$37.87** Subtotal for Dept. Water

**\$37.87** Subtotal for Vendor

## HATCOAT, ANNA/LUKE

0022332418 DEPOSIT/CREDIT REFUND

\$31.04

**\$31.04** Subtotal for Dept. Water

**\$31.04** Subtotal for Vendor

## HEATH, MELANIE

0022332414 DEPOSIT/CREDIT REFUND

\$25.73

**\$25.73** Subtotal for Dept. Water

**\$25.73** Subtotal for Vendor

## HEATHER JONES

RIN0023921 RENTAL REFUND

\$127.00

**\$127.00** Subtotal for Dept. Aquatics

**\$127.00** Subtotal for Vendor

## HESSLER, NICK

0022291422 DEPOSIT/CREDIT REFUND

\$43.24

**\$43.24** Subtotal for Dept. Water

**\$43.24** Subtotal for Vendor

## HEWLETT PACKARD

54452586 HP LASERJET ENT M4555F MFP PRI

\$3,860.83

**\$3,860.83** Subtotal for Dept. Finance

54360678 MONITOR

\$205.00

54370637 NEW COMPUTER/ TOWER

\$818.54

54290929 NEW COMPUTER/ TOWER

\$1,023.54

**\$2,047.08** Subtotal for Dept. Garage

**\$5,907.91** Subtotal for Vendor

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

## HILSTON APPRAISALS, LLP.

D2014-27 319 & 321 W.MIDWEST APPRAISALS

\$4,000.00  
**\$4,000.00** Subtotal for Dept. Special Revenue  
**\$4,000.00** Subtotal for Vendor

## HINKLE, JEN

0022332424 DEPOSIT/CREDIT REFUND

\$59.42  
**\$59.42** Subtotal for Dept. Water  
**\$59.42** Subtotal for Vendor

## HITEK COMMUNICATIONS

771 CLOSED CIRCUIT TV SYSTEM, INTE

\$5,360.00  
**\$5,360.00** Subtotal for Dept. Hogadon  
**\$5,360.00** Subtotal for Vendor

## HOMAX OIL SALES, INC.

0242746-IN OIL,

0240198-IN DEF, BLUE 2.5 GAL

0240462-IN FUEL

\$209.52  
\$660.80  
**\$870.32** Subtotal for Dept. Garage  
\$4,045.07  
**\$4,045.07** Subtotal for Dept. Golf Course  
**\$4,915.39** Subtotal for Vendor

## IHRIE, SARA

0022332421 DEPOSIT/CREDIT REFUND

\$57.69  
**\$57.69** Subtotal for Dept. Water  
**\$57.69** Subtotal for Vendor

## INTERNATIONAL COLISEUMS COMPANY

RIN0023901 CEC REFRIGERATED FLOOR PROJECT

\$52,724.04  
**\$52,724.04** Subtotal for Dept. Casper Events Center  
**\$52,724.04** Subtotal for Vendor

## IRRIGATION TECHNOLOGIES

588 IRRIGATION DESIGN AND CONSULTI

\$1,600.00  
**\$1,600.00** Subtotal for Dept. Golf Course  
**\$1,600.00** Subtotal for Vendor

## JIM WETZEL

RIN0023914 TRAVEL EXPENSES

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

## JUSTIN MAKI

7087 CLOTHING ALLOWANCE

\$221.79  
**\$221.79** Subtotal for Dept. Police  
**\$221.79** Subtotal for Vendor

## KAREN ELLIS

RIN0023930 CLASS REFUND

\$133.00  
**\$133.00** Subtotal for Dept. Recreation  
**\$133.00** Subtotal for Vendor

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

## KASSEBURG CANINE TRAINING

042914 NEW CANIES

\$9,000.00

**\$9,000.00** Subtotal for Dept. Police

042914 NEW CANIES

\$2,000.00

042914 NEW CANIES

\$7,000.00

**\$9,000.00** Subtotal for Dept. Police Grants

**\$18,000.00** Subtotal for Vendor

## KENYNE SCHLAGER

RIN0023916 TRAVEL EXPENSES

\$112.18

**\$112.18** Subtotal for Dept. Council

**\$112.18** Subtotal for Vendor

## KRAMP, BRIANNE

0022332434 DEPOSIT/CREDIT REFUND

\$16.92

**\$16.92** Subtotal for Dept. Water

**\$16.92** Subtotal for Vendor

## KRIMETZ, DAVID/RENEE

0022332430 DEPOSIT/CREDIT REFUND

\$43.24

**\$43.24** Subtotal for Dept. Water

**\$43.24** Subtotal for Vendor

## KUBWATER RESOURCES, INC

04050 ZETAG 7593 DRY POLYMER

\$9,680.00

**\$9,680.00** Subtotal for Dept. Waste Water

**\$9,680.00** Subtotal for Vendor

## LABOR READY CENTRAL, INC.

18467276 KITCHEN PERSONNEL

\$242.64

18439980 LABOR

\$335.20

18439979 MAINTENANCE PERSONNEL

\$561.88

**\$1,139.72** Subtotal for Dept. Casper Events Center

**\$1,139.72** Subtotal for Vendor

## LDS CHURCH CASPER WARD 1

RIN0023950 PARK RENTAL REFUND

\$150.00

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

**\$150.00** Subtotal for Vendor

## MANEELY, MARK

0022332415 DEPOSIT/CREDIT REFUND

\$47.44

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

**\$47.44** Subtotal for Vendor

## MANPOWER, INC.

27208157 LABOR

\$144.07

**\$144.07** Subtotal for Dept. Casper Events Center

**\$144.07** Subtotal for Vendor

## MARK PATCEG

RIN0023929 REFUND OVERPAYMENT OF PREMIUM

\$677.26

**\$677.26** Subtotal for Dept. Health Insurance

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

**\$677.26** Subtotal for Vendor

## MCINTYRE, CARL/SUSAN

0022291416 DEPOSIT/CREDIT REFUND

\$8.41

**\$8.41** Subtotal for Dept. Water

**\$8.41** Subtotal for Vendor

## MICHAIL, SARKIS

0022332436 DEPOSIT/CREDIT REFUND

\$25.38

**\$25.38** Subtotal for Dept. Water

**\$25.38** Subtotal for Vendor

## MONSON, NANCY

0022332420 DEPOSIT/CREDIT REFUND

\$56.00

**\$56.00** Subtotal for Dept. Water

**\$56.00** Subtotal for Vendor

## NATRONA COUNTY - SHERIFFS' OFFICE

849 JUVENILE PRISONER MAY 2014

\$7,500.00

813 JUVENILE PRISONER APRIL 2014

\$7,500.00

**\$15,000.00** Subtotal for Dept. Police

**\$15,000.00** Subtotal for Vendor

## NATRONA COUNTY CLERK

973671 RECORDING

\$150.00

**\$150.00** Subtotal for Dept. Planning

**\$150.00** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

NE31001 UNIFORMS

\$129.90

LN-297389 UNIFORMS

\$37.30

**\$167.20** Subtotal for Dept. Police

**\$167.20** Subtotal for Vendor

## NORTH PARK TRANSPORTATION

08719693 SHIPPING OF ART CRATES

\$104.36

**\$104.36** Subtotal for Dept. Fort Caspar

**\$104.36** Subtotal for Vendor

## ONE CALL OF WY.

34347 JAN14 LOCATE TICKETS

\$135.34

**\$135.34** Subtotal for Dept. Sewer

34347 JAN14 LOCATE TICKETS

\$165.41

**\$165.41** Subtotal for Dept. Water

**\$300.75** Subtotal for Vendor

## PATTY STOVER

RIN0023937 CAMP REFUND

\$34.00

**\$34.00** Subtotal for Dept. Aquatics

RIN0023937 CAMP REFUND

\$556.89

**\$556.89** Subtotal for Dept. Recreation

**\$590.89** Subtotal for Vendor

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

## PAUL BERTOGLIO

RIN0023915 TRAVEL EXPENSES

\$192.03

**\$192.03** Subtotal for Dept. Council

**\$192.03** Subtotal for Vendor

## PAWLITZA, JULIA

0022332428 DEPOSIT/CREDIT REFUND

\$45.17

**\$45.17** Subtotal for Dept. Water

**\$45.17** Subtotal for Vendor

## P-CARD VENDORS

00013433 BIG LOTS STORES - #444 - Purch	\$6.35	
00013433 BIG LOTS STORES - #444 - Purch	\$12.00	
00013370 NORCO INC - Purchase	\$231.90	
00013372 BAILEYS ACE HARDWARE - Purchas	\$7.16	
00013272 ARC SERVICES/TRAINING - Purcha	\$38.00	
00013264 ARC SERVICES/TRAINING - Purcha	\$270.00	
00013416 PCI PATTERSON MEDICAL - Purcha	\$109.25	
00013663 NORCO INC - Credit	(\$264.00)	
00013539 BAILEYS ACE HARDWARE - Purchas	\$28.47	
00013539 BAILEYS ACE HARDWARE - Purchas	\$70.07	
00013416 PCI PATTERSON MEDICAL - Purcha	\$37.00	
00013327 NORCO INC - Purchase	\$264.00	
00013331 KRAMES STAYWELL - Purchase	\$706.86	
00013331 KRAMES STAYWELL - Purchase	\$200.00	
00013896 BAILEYS ACE HARDWARE - Purchas	\$39.48	
00013196 ELIFEGUARD INC. - Purchase	\$1,101.88	
00013225 ATLAS OFFICE PRODUCTS - Purcha	\$54.01	
00013569 URGENT CARE OF CASPER - Purcha	\$480.00	
00013569 URGENT CARE OF CASPER - Purcha	\$60.00	
00013225 ATLAS OFFICE PRODUCTS - Purcha	\$1.92	
00013208 SUN COUNTRY DISTRIBUTI - Purch	\$680.23	
00013237 ATLAS OFFICE PRODUCTS - Purcha	\$8.00	
00013820 MG GREAT FALLS - Purchase	\$791.71	
00013251 ARC SERVICES/TRAINING - Purcha	\$108.00	
00013404 HAWKINS INC - Purchase	\$2,281.26	
00013224 ARC SERVICES/TRAINING - Purcha	\$378.00	
00013178 PEDENS INC. - Purchase	\$595.00	
00013196 ELIFEGUARD INC. - Purchase	\$200.00	
00013192 THE LIFEGUARD STORE IN - Purch	\$1,048.00	
00013237 ATLAS OFFICE PRODUCTS - Purcha	\$8.02	
00013693 BAILEYS ACE HARDWARE - Purchas	\$27.90	
00013623 SAMS CLUB #6425 - Purchase	\$217.44	
	<b>\$9,797.91</b>	Subtotal for Dept. Aquatics
00013523 AIRGAS CENTRAL - Purchase	\$22.00	
00013698 FEDEXOFFICE 00009423 - Purch	\$14.98	
00013493 THE UPS STORE 2200 - Purchase	\$16.34	
00013512 CMI-TECO - Purchase	\$40.62	
00013498 GC BUILDING SUPPLY INC - Purch	\$465.00	
00013469 QUALITY OFFICE SOLUTIO - Purch	\$230.00	
00013422 APPLIED IND TECH 0733 - Purch	\$563.03	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013129	BAILEYS ACE HARDWARE - Purchas	\$7.57	
00013128	QUALITY OFFICE SOLUTIO - Purch	\$19.95	
00013319	METECH, INC. - Purchase	\$3,989.22	
00013233	IN CASPER SAFETY LLC - Purcha	\$556.00	
00013392	BAILEYS ACE HARDWARE - Purchas	\$159.99	
00013447	BAILEYS ACE HARDWARE - Purchas	\$116.93	
00013380	PAYPAL OPE INC - Purchase	\$59.99	
00013484	HOMAX OIL SALES INC - Purchase	\$497.95	
00013584	HOSE & RUBBER SUPPLY - Purchas	\$21.95	
00013195	WW GRAINGER - Purchase	\$81.36	
00013665	Training	\$800.00	
00013665	WSWRA Dues	\$250.00	
00013552	VERMEER SALES & SVCS O -Sean t	\$119.33	
00013193	CASPER STAR TRIBUNE - Purchase	\$394.84	
00013267	SEARS ROEBUCK 2341 - Purchas	\$209.98	
00013620	WM SUPERCENTER #1617 - Purchas	\$33.00	
00013308	THE UPS STORE 2200 - Purchase	\$7.99	
00013114	VERMEER SALES & SVCS O - FREIG	\$43.46	
00013138	HILLCREST SPRING WATER - Purch	\$16.50	
00013292	CPU VENTURE TECH NETWO - Purch	\$605.99	
00013362	HOMAX OIL SALES INC - Purchase	\$85.91	
00013417	BEARING BELTCHAIN00244 - Purch	\$60.95	
00013629	SAMSCLUB #6425 - Purchase	\$135.45	
		<b>\$9,626.28</b>	<b>Subtotal for Dept. Balefill</b>
00013842	BRIDGER STEEL CASPER - Purchas	\$492.43	
		<b>\$492.43</b>	<b>Subtotal for Dept. Buildings &amp; Grounds</b>
00013765	DENNIS SUPPLY COMPAN - Credit	(\$12.47)	
00013506	WW GRAINGER - Purchase	\$287.00	
00013341	SUTHERLANDS 2219 - Purchase	\$6.99	
00013868	SQ ATLANTIC ELECTRIC, - Purch	\$267.76	
00013513	BLOEDORN LUMBER CASPER - Purch	\$124.33	
00013599	CASPER WINNELSON CO - Purchase	\$106.90	
00013632	BLOEDORN LUMBER CASPER - Purch	\$35.33	
00013625	BLOEDORN LUMBER CASPER - Purch	\$32.93	
00013689	BEARING BELTCHAIN00244 - Purch	\$6.88	
00013575	BARGREEN WYOMING 25 - Purchase	\$259.80	
00013562	BLOEDORN LUMBER CASPER - Purch	\$100.84	
00013808	BAILEYS ACE HARDWARE - Purchas	\$1.83	
00013809	HOUSTON SUPPLY 20 - Purchase	\$283.00	
00013815	HERCULES INDUSTRIES CA - Purch	\$32.47	
00013857	BLOEDORN LUMBER CASPER - Credi	(\$23.12)	
00013700	BAILEYS ACE HARDWARE - Purchas	\$21.47	
00013686	CASPER WINNELSON CO - Purchase	\$54.50	
00013869	SHEET METAL SPECIALTIE - Purch	\$72.06	
00013650	WW GRAINGER - Purchase	\$507.32	
00013263	BAILEYS ACE HARDWARE - Purchas	\$6.47	
00013221	KONE INC. - Purchase	\$2,787.36	
00013220	ALSCO SLCAS - Purchase	\$473.88	
00013167	BLOEDORN LUMBER CASPER - Purch	\$5.39	
00013236	KONE INC. - Purchase	\$1,393.68	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013248 CASPER WINNELSON CO - Purchase	\$134.00	
00013255 CASPER WINNELSON CO - Purchase	\$16.54	
00013216 PRAIRIE PELLA WY LLC - Credit	(\$1.65)	
00013215 SHERWIN WILLIAMS #3439 - Purch	\$522.44	
00013234 KONE INC. - Purchase	\$1,393.68	
00013720 FOWLER PETH 194 - Purchase	\$40.00	
00013905 TOP OFFICE PRODUCTS - Purchase	\$3,023.90	
00013488 HOSE & RUBBER SUPPLY - Purchas	\$33.27	
00013446 SHERWIN WILLIAMS #3439 - Purch	\$65.07	
00013867 SQ ATLANTIC ELECTRIC, - Purch	\$70.00	
00013388 DENNIS SUPPLY COMPAN - Purchas	\$361.42	
00013558 DIAMOND VOGEL PAINT #7 - Purch	\$16.10	
00013361 CASPER WINNELSON CO - Purchase	\$22.86	
00013536 BLOEDORN LUMBER CASPER - Purch	\$249.31	
00013861 BLOEDORN LUMBER CASPER - Purch	\$30.76	
00013856 WW GRAINGER - Purchase	\$23.40	
00013898 CRUM ELECTRIC SUPPLY C - Purch	\$10.76	
00013892 CASPER WINNELSON CO - Purchase	\$272.97	
00013320 WW GRAINGER - Purchase	\$62.40	
00013642 SHERWIN WILLIAMS #3439 - Purch	\$14.01	
00013905 TOP OFFICE PRODUCTS - Purchase	\$2,000.00	
00013309 BARGREEN WYOMING 25 - Purchase	\$80.60	
00013278 CASPER WINNELSON CO - Purchase	\$97.60	
00013912 BAILEYS ACE HARDWARE - Purchas	\$10.04	
00013379 BLOEDORN LUMBER CASPER - Purch	\$30.57	
00013566 SHEET METAL SPECIALTIE - Purch	\$425.00	
00013883 DENNIS SUPPLY COMPAN - Purchas	\$43.92	
00013270 BLOEDORN LUMBER CASPER - Purch	\$8.99	
00013891 BLOEDORN LUMBER CASPER - Purch	\$25.98	
00013672 BLOEDORN LUMBER CASPER - Purch	\$188.81	
00013495 CASPER WINNELSON CO - Purchase	\$90.22	
00013899 SHEET METAL SPECIALTIE - Purch	\$89.04	
00013246 DENNIS SUPPLY COMPAN - Purchas	\$8.70	
	<b>\$16,293.31</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
00013315 ATLAS OFFICE PRODUCTS - Purcha	\$10.19	
00013593 USPS 57155809430310940 - Purch	\$3.25	
00013315 ATLAS OFFICE PRODUCTS - Purcha	\$10.20	
00013593 USPS 57155809430310940 - Purch	\$3.24	
	<b>\$26.88</b>	<b>Subtotal for Dept. C.A.T.C.</b>
00013112 DENNIS SUPPLY COMPAN - Purchas	\$21.78	
00013113 DENNIS SUPPLY COMPAN - Purchas	\$617.26	
00013137 BLOEDORN LUMBER CASPER - Purch	\$12.53	
	<b>\$651.57</b>	<b>Subtotal for Dept. Capital Projects</b>
00013451 BURBACK'S REFRIGERATIO - Purch	\$165.00	
00013826 QUICK TICK INT'L INC - Purchas	\$153.70	
00013162 FACEBK BQK986AWR2 - Purchase	\$642.98	
00013258 ALSCO SLCAS - Purchase	\$460.50	
00013769 BUDGET TRUCK0486000052 - Purch	\$110.79	
00013968 ATLAS OFFICE PRODUCTS - Purcha	\$70.02	
00013207 BLOEDORN LUMBER CASPER - Purch	\$924.34	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013835 WM SUPERCENTER #3778 - Purchas	\$12.97	
00013678 WM SUPERCENTER #1617 - Purchas	\$27.72	
00013374 LONG BLDG. TECHNOLOGIE - Purch	\$3,747.58	
00013604 NORCO INC - Purchase	\$200.00	
00013476 ALBERTSONS - Purchase	\$7.96	
00013549 BUDGET TRUCK0486000052 - Purch	\$333.32	
00013946 WW GRAINGER - Purchase	\$14.54	
00013300 SUPERIOR SIGNS & SUPPL - Purch	\$101.48	
00013420 FINANCIAL SERVICES - Purchase	\$749.00	
00013787 SHIRTS & MORE, INC. - Purchase	\$569.10	
00013329 WW GRAINGER - Purchase	\$42.27	
00013626 BUDGET TRUCK0486000052 - Purch	\$65.99	
	<b>\$8,399.26</b>	<b>Subtotal for Dept. Casper Events Center</b>
00013323 MIRACLE PLUMBI07640022 - Purch	\$1,550.00	
	<b>\$1,550.00</b>	<b>Subtotal for Dept. CDBG</b>
00013355 ISC,INC - Purchase	\$59.48	
00013612 ISC,INC - Purchase	\$547.82	
	<b>\$607.30</b>	<b>Subtotal for Dept. Cemetery</b>
00013581 ATLAS OFFICE PRODUCTS - Purcha	\$237.36	
00013465 ATLAS OFFICE PRODUCTS - Credit	(\$16.70)	
00013243 ATLAS OFFICE PRODUCTS - Purcha	\$220.06	
00013544 TOP OFFICE PRODUCTS - Purchase	\$518.40	
00013790 THOMSON WEST TCD - Purchase	\$1,018.20	
00013797 PROGRESSIVE - Purchase	\$544.00	
00013330 ATLAS OFFICE PRODUCTS - Purcha	\$16.70	
00013302 TOP OFFICE PRODUCTS - Purchase	\$167.33	
	<b>\$2,705.35</b>	<b>Subtotal for Dept. City Attorney</b>
00013368 71 CONSTRUCTION INC #1 - Purch	\$139.92	
00013269 MENARDS CASPER - Purchase	\$93.69	
00013142 SUTHERLANDS 2219 - Purchase	\$13.99	
00013752 BAILEYS ACE HARDWARE - Purchas	\$25.47	
00013675 THE HOME DEPOT 6001 - Purchase	\$83.55	
00013652 THE HOME DEPOT 6001 - Purchase	\$366.83	
00013651 SAFEWAY STORE00024687 - Purch	\$83.96	
00013638 SAFEWAY STORE00024687 - Credi	(\$83.96)	
00013615 SAFEWAY STORE00024687 - Purch	\$59.96	
00013603 BAILEYS ACE HARDWARE - Purchas	\$25.47	
00013347 71 CONSTRUCTION INC #1 - Purch	\$58.00	
00013801 BUDGET BLINDS OF CA - Purchase	\$1,760.20	
	<b>\$2,627.08</b>	<b>Subtotal for Dept. City Hall</b>
00013550 CPU VENTURE TECH NETWO - Purch	\$119.00	
00013904 DOMINO'S 6042 - Purchase	\$48.85	
00013685 SUBWAY 03116324 - Purch	\$101.75	
00013572 LITTLE CAESARS 1989 00 - Purch	\$30.53	
	<b>\$300.13</b>	<b>Subtotal for Dept. City Manager</b>
00013385 ATLAS OFFICE PRODUCTS - Purcha	\$32.01	
00013915 IN EXPRESS PRINTING C - Purch	\$66.00	
00013282 ATLAS OFFICE PRODUCTS - Purcha	\$15.32	
00013175 IN EXPRESS PRINTING C - Purch	\$298.00	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013205 USPS 57155809430310940 - Purch	\$434.79	
	<b>\$846.12</b>	<b>Subtotal for Dept. Code Enforcement</b>
00013294 ATLAS OFFICE PRODUCTS - Purcha	\$64.02	
00013375 EXPERIAN - Purchase	\$62.37	
00013434 QUALITY OFFICE SOLUTIO - Purch	\$126.08	
00013240 PEAK RESOURCES, INC - Purchase	\$1,600.00	
00013283 SHELL OIL 574415325QPS - Purch	\$40.60	
	<b>\$1,893.07</b>	<b>Subtotal for Dept. Communications Center</b>
00013280 MERBACK AWARD COMPANY - Purcha	\$9.50	
00013591 CASPER STAR TRIBUNE - Purchase	\$812.00	
00013828 ATLAS OFFICE PRODUCTS - Purcha	\$14.14	
00013852 ATLAS OFFICE PRODUCTS - Purcha	\$32.01	
00013288 CASPER PETROLEUM CLUB - Purcha	\$71.72	
00013875 WYOMING PLANT COMPANY - Purcha	\$109.00	
00013561 CASPER STAR TRIBUNE - Purchase	\$71.40	
00013583 CASPER STAR TRIBUNE - Purchase	\$117.20	
	<b>\$1,236.97</b>	<b>Subtotal for Dept. Council</b>
00013500 ATLAS OFFICE PRODUCTS - Purcha	\$186.25	
00013348 ATLAS OFFICE PRODUCTS - Purcha	\$48.69	
00013516 XEROX CORPORATION/RBO - Purcha	\$22.00	
00013504 XEROX CORPORATION/RBO - Purcha	\$22.00	
00013466 KMART 4736 - Purchase	\$28.47	
00013492 XEROX CORPORATION/RBO - Purcha	\$104.83	
00013135 ATLAS OFFICE PRODUCTS - Purcha	\$367.67	
00013265 ATLAS OFFICE PRODUCTS - Purcha	\$255.01	
00013503 XEROX CORPORATION/RBO - Purcha	\$104.83	
	<b>\$1,139.75</b>	<b>Subtotal for Dept. Engineering</b>
00013727 ATLAS OFFICE PRODUCTS - Purcha	\$54.01	
00013153 BARCODES UNLIMITED - Purchase	\$87.45	
00013428 CASPER STAR TRIBUNE - Purchase	\$207.60	
00013719 MOUNTAIN STATES LITHOG - Purch	\$527.65	
00013289 ATLAS OFFICE PRODUCTS - Purcha	\$11.36	
	<b>\$888.07</b>	<b>Subtotal for Dept. Finance</b>
00013619 FLANIGAN'S FURNITURE O - Purch	\$672.00	
00013646 ENTENMANN-ROVIN COMPAN - Purch	\$140.75	
00013567 ATLAS OFFICE PRODUCTS - Purcha	\$74.61	
00013123 UNITED 01626088425695 - Pur	\$25.00	
00013684 FLANIGAN'S FURNITURE O - Purch	\$505.00	
00013703 CONCEPT2 CTS INC - Purchase	\$895.00	
00013140 QUE BUENO MEXICAN GRIL - Purch	\$12.96	
00013535 KINSCO - Purchase	\$220.94	
00013436 WARDROBE CLEANERS - Purchase	\$15.80	
	<b>\$2,562.06</b>	<b>Subtotal for Dept. Fire</b>
00013324 THE HOME DEPOT 6001 - Purchase	\$8.47	
00013515 UW CASHIER OFFICE - Purchase	\$100.00	
00013509 AMERICANA SOUVENIRS - Purchase	\$168.02	
00013281 FEDEXOFFICE 00009423 - Purch	\$77.02	
00013131 WYOMING TRADING COMPAN - Purch	\$406.50	
00013749 KENTUCKIANA FOAM - Purchase	\$32.50	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013659	TOP OFFICE PRODUCTS - Purchase	\$59.70	
		<b>\$852.21</b>	<b>Subtotal for Dept. Fort Caspar</b>
00013462	BEARING BELTCHAIN00244 - Credi	(\$44.87)	
00013457	BEARING BELTCHAIN00244 - FRONT	\$173.82	
00013592	BEARING BELTCHAIN00244 -725143	\$24.99	
00013565	DRIVE TRAIN INDUSTRIES - FILTE	\$4.00	
00013517	DULTMEIER SALES - VALVE/SCREEN	(\$59.00)	
00013546	JACKS TRUCK AND EQUIPMT - 5582	\$7.54	
00013520	JACKS TRUCK AND EQUIPMT - 32013	\$107.00	
00013482	GREINER MOTOR COMPANY - sp-515	\$103.60	
00013573	MACDONALD EQUIPMENT CO - 30257	\$110.88	
00013518	BEARING BELTCHAIN00244 - PRIMA	\$107.00	
00013449	WEAR PARTS INC - SNAP RING	\$2.52	
00013194	HOODS EQUIPMENT AND SP - Purch	\$75.25	
00013522	JACKS TRUCK AND EQUIPMT - R8010	\$418.50	
00013457	BEARING BELTCHAIN00244 - FRONT	\$117.55	
00013597	WW GRAINGER - 20F925 MALE ROAD	\$90.20	
00013183	DAYTON TRANSMISSION LL - Purch	\$2,613.92	
00013645	VOLVO OF MILLS - 4111-710-8700	\$40.70	
00013587	BEARING BELTCHAIN00244 - BRAKE	(\$175.00)	
00013438	BEARING BELTCHAIN00244 - CREDI	(\$17.95)	
00013531	BEARING BELTCHAIN00244 - Purch	\$79.63	
00013266	WHITES MOUNTAIN - 19116057 REL	\$12.88	
00013473	DRIVE TRAIN INDUSTRIES - R9550	\$125.20	
00013301	MACDONALD EQUIPMENT CO - rolle	\$193.61	
00013654	WHITES MOUNTAIN - Purchase	\$85.82	
00013577	BEARING BELTCHAIN00244 - Purch	\$2.77	
00013351	VOGEL TRAFFIC SERVICES - Purch	\$15.37	
00013122	BEARING BELTCHAIN00244 - BELT	\$51.49	
00013653	POWER EQUIPMENT CO CAS - (21)	\$375.91	
00013658	GREINER MOTOR COMPANY -380699-	\$6.55	
00013184	WW GRAINGER - COIN BATTERIES	\$1.20	
00013336	GREINER MOTOR COMPANY - Purcha	\$62.50	
00013310	MIDLAND IMPLEMENT CO - Purchas	\$71.44	
00013576	MACDONALD EQUIPMENT CO - flapp	\$204.05	
00013614	HOSE & RUBBER SUPPLY - Purchas	\$70.64	
00013201	GREINER MOTOR COMPANY - sensor	\$46.80	
00013634	DRIVE TRAIN INDUSTRIES - filte	\$97.22	
00013714	BEARING BELTCHAIN00244 - SAFET	\$173.88	
00013287	MIDLAND IMPLEMENT CO - FAN,HUB	\$1,079.87	
00013198	HONNEN EQUIPMENT #04 - Purchas	\$2.10	
00013231	HENSLEY BATTERY & ELEC - Purch	\$88.52	
00013459	BEARING BELTCHAIN00244 - PRIMA	\$116.00	
00013598	DRIVE TRAIN INDUSTRIES - FILTE	(\$6.00)	
00013588	WW GRAINGER - 3/8 quick links	\$34.95	
00013643	MASEK GOLF CAR COMPANY - KNUCK	\$389.78	
00013718	GREINER MOTOR COMPANY - LAMP A	\$22.60	
00013662	WHITES MOUNTAIN - Credit	(\$55.63)	
00013293	CENTRAL TRUCK & DIESEL - Purch	\$143.22	
00013154	STOTZ EQUIPMENT - Purchase	\$180.48	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013671	SQ TURF SOLUTIONS - SIDE-EJEC	\$623.53
00013467	SAMSCLUB #6425 - Credit	(\$2.60)
00013480	BEARING BELTCHAIN00244 - Purch	\$23.37
00013141	WYOMING MACHINERY CO - GASKET	\$46.99
00013147	STOTZ EQUIPMENT - AM118802 SWI	\$37.85
00013305	VOGEL TRAFFIC SERVICES - Purch	\$415.00
00013641	COMMUNICATION TECHNOLO - RADIO	\$333.85
00013198	HONNEN EQUIPMENT #04 - Purchas	\$159.34
00013141	WYOMING MACHINERY CO - LATCH 1	\$33.41
00013235	BEARING BELTCHAIN00244 -WIRE B	\$12.36
00013250	HENSLEY BATTERY & ELEC - Purch	\$114.11
00013395	GOODYEAR COMMERCIAL TI - Purch	\$618.88
00013210	CASPER STAR TRIBUNE - Purchase	\$171.84
00013709	MOTION INDUSTRIES WY54 - PILLO	\$192.12
00013541	STOTZ EQUIPMENT - pin,spring,c	\$214.44
00013141	WYOMING MACHINERY CO - VALVES	\$161.58
00013526	JACKS TRUCK AND EQUIPMT - Purch	\$250.52
00013141	WYOMING MACHINERY CO - FILTERS	\$114.65
00013502	GREINER MOTOR COMPANY -GASKKET	\$31.77
00013680	STOTZ EQUIPMENT - SPRING	\$8.76
00013542	STOTZ EQUIPMENT - BRG KIT,BALL	\$219.90
00013151	STOTZ EQUIPMENT - M119532 EXT	\$109.09
00013543	NORCO INC - nitrogen	\$21.24
00013448	GOODYEAR COMMERCIAL TI - Purch	\$955.82
00013452	USPS 57155804730311021 - Purch	\$9.80
00013479	AMERI-TECH EQUIPMENT C - VALVE	\$1,589.18
00013649	CASPER TIRE - Purchase	\$396.00
00013277	VOLVO OF MILLS -91351-YB3-003	\$21.33
00013757	HENSLEY BATTERY & ELEC - BATTE	\$75.96
00013551	BEARING BELTCHAIN00244 - ROLOC	\$44.94
00013279	BEARING BELTCHAIN00244 - 9008	\$10.60
00013641	COMMUNICATION TECHNOLO - RADIO	\$384.85
00013742	BEARING BELTCHAIN00244 - 44-92	\$192.09
00013497	INLAND TRUCK PARTS #35 - Purch	\$143.02
00013501	GREINER MOTOR COMPANY - Purcha	\$127.14
00013191	L N CURTIS & SONS - LFP220 GUA	\$61.72
00013548	WHITES MOUNTAIN - Purchase	\$235.19
00013214	BEARING BELTCHAIN00244 - R8-2Z	\$17.95
00013666	STOTZ EQUIPMENT - Purchase	\$286.56
00013486	HOSE & RUBBER SUPPLY - HOSE AS	\$67.10
00013702	GREINER MOTOR COMPANY - cover	\$195.29
00013574	GREINER MOTOR COMPANY - R60286	\$203.84
00013141	WYOMING MACHINERY CO - BUSHING	\$13.00
00013668	BEARING BELTCHAIN00244 - WHEEL	\$112.62
00013489	WESTERN RADIATOR INC - RADIATO	\$1,168.00
00013295	BEARING BELTCHAIN00244 - STRIK	\$2.99
00013227	HPEVS - Purchase	\$145.00
00013552	VERMEER SALES & SVCS O - switc	\$469.49
00013556	NORCO INC - CYLINDER RENTAL	\$118.11
00013538	KELLYS ALIGNMENT AND B - Purch	\$53.00

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013306	STOTZ EQUIPMENT - mower reelbe	\$280.55
00013271	GREINER MOTOR COMPANY - Purcha	\$49.98
00013325	CMI-TECO - 21525000 HOSE ASY	\$220.37
00013472	SAMSCLUB #6425 - Purchase	\$52.08
00013313	VOGEL TRAFFIC SERVICES - Purch	\$3,213.00
00013150	STOTZ EQUIPMENT - Purchase	\$181.44
00013740	AMERI-TECH EQUIPMENT C - INCOR	\$617.31
00013732	WEAR PARTS INC - JAM NUTS & ME	\$68.82
00013122	BEARING BELTCHAIN00244 - FILTE	\$9.67
00013126	WYOMING MACHINERY CO - Purchas	\$141.47
00013126	WYOMING MACHINERY CO - Purchas	\$102.63
00013168	WW GRAINGER --male rod ends fo	\$135.30
00013155	WW GRAINGER - male rod ends re	\$18.01
00013721	OSHKOSH CORP MCNEILUS - 123330	\$298.71
00013148	BEARING BELTCHAIN00244 - WORKL	\$42.13
00013152	BOBCAT OF CASPER - repairs	\$970.36
00013145	DULTMEIER SALES - 2 " VALVE FL	\$65.50
00013418	DRIVE TRAIN INDUSTRIES - FILTE	\$282.66
00013158	GOODYEAR COMMERCIAL TI - Purch	\$2,147.50
00013408	DRIVE TRAIN INDUSTRIES - 42020	\$184.52
00013141	WYOMING MACHINERY CO - WASHER	\$12.54
00013425	BEARING BELTCHAIN00244 - 1025	\$33.32
00013141	WYOMING MACHINERY CO - FILTERS	\$17.64
00013141	WYOMING MACHINERY CO - FILTERS	\$427.56
00013360	AMERI-TECH EQUIPMENT C - 510-0	\$420.36
00013120	GOODYEAR COMMERCIAL TI - LT265	\$356.76
00013163	JACKS TRUCK AND EQUPMT - VALVE	\$136.50
00013432	BEARING BELTCHAIN00244 -4028 L	\$26.95
00013755	AMERI-TECH EQUIPMENT C - HYD F	\$467.00
00013141	WYOMING MACHINERY CO - WEAR ST	\$1,579.33
00013766	AMERI-TECH EQUIPMENT C - CREDI	(\$617.31)
00013114	VERMEER SALES & SVCS O - N1636	\$56.79
00013141	WYOMING MACHINERY CO - SHIM	\$6.39
00013343	GREINER MOTOR COMPANY -8C2Z-15	\$37.49
00013173	BEARING BELTCHAIN00244 - alter	\$265.59
00013136	BEARING BELTCHAIN00244 - Credi	(\$47.93)
00013384	DRIVE TRAIN INDUSTRIES - FILTE	\$25.26
00013141	WYOMING MACHINERY CO - WEAR ST	\$129.59
00013177	HOSE & RUBBER SUPPLY - hyd plu	\$8.83
00013342	BEARING BELTCHAIN00244 - 2731	\$31.51
00013160	STOTZ EQUIPMENT - Purchase	\$130.69
00013340	HOSE & RUBBER SUPPLY - HOSE AS	\$11.81
00013478	BEARING BELTCHAIN00244 - CALIP	\$130.02
00013611	STOTZ EQUIPMENT - Purchase	\$339.06
00013222	WW GRAINGER - KNOBS 70710	\$4.44
00013228	HENSLEY BATTERY & ELEC - Purch	\$88.52
00013164	BEARING BELTCHAIN00244 - CREDI	(\$94.98)
00013458	MIDLAND IMPLEMENT CO - Purchas	\$84.52
00013350	GREINER MOTOR COMPANY - E83Z-5	\$9.06
00013449	WEAR PARTS INC - 5/8 NYLOCK NU	\$23.30

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013660 BEARING BELTCHAIN00244 -665-15	\$17.98	
00013256 STOTZ EQUIPMENT - Purchase	\$463.89	
00013180 VOLVO OF MILLS - 0781-313-8002	\$418.56	
00013259 AMERI-TECH EQUIPMENT C - K4H-1	\$396.00	
00013376 GREINER MOTOR COMPANY - E6AZ-5	\$2.28	
00013273 BEARING BELTCHAIN00244 - 4411	\$17.94	
00013695 AUTOZONE #1294 - R134A FREON	\$89.09	
00013605 DRIVE TRAIN INDUSTRIES - FILTE	\$19.70	
00013371 VOGEL TRAFFIC SERVICES - Purch	\$16.03	
00013230 VOLVO OF MILLS - husqvarna 2 c	\$61.92	
00013365 STOTZ EQUIPMENT - Purchase	\$215.32	
00013217 BEARING BELTCHAIN00244 -213-97	(\$77.00)	
00013647 HENSLEY BATTERY & ELEC - Purch	\$67.70	
00013247 STOTZ EQUIPMENT - Purchase	\$56.64	
00013457 BEARING BELTCHAIN00244 - BRAKE	\$601.50	
	<b>\$33,936.26</b>	<b>Subtotal for Dept. Garage</b>
00013470 BEARING BELTCHAIN00244 - Purch	\$47.90	
00013894 WW GRAINGER - Purchase	\$75.52	
00013475 CPS DISTRIBUTORS INC C - Purch	\$237.40	
00013957 RESPOND FIRST AID - Purchase	\$180.29	
00013697 CPS DISTRIBUTORS INC C - Purch	\$212.02	
00013537 MIDLAND IMPLEMENT CO - Purchas	\$348.07	
00013397 THE HOME DEPOT 6001 - Purchase	\$33.30	
00013821 CHARTER COMM - Purchase	\$135.31	
00013589 GHSE & NRSY LLC - Purchase	\$342.07	
00013161 R & R REST STOPS - Purchase	\$755.13	
00013356 WILBUR ELLIS BILLINGS - Purcha	\$138.00	
00013312 CPS DISTRIBUTORS INC C - Purch	\$419.75	
00013314 CPS DISTRIBUTORS INC C - Purch	\$1,720.00	
00013613 STOTZ EQUIPMENT - Purchase	\$9.54	
00013975 CPS DISTRIBUTORS INC C - Purch	\$78.63	
00013353 WILBUR ELLIS BILLINGS - Purcha	\$857.01	
00013406 ALL-OUT FIRE EXTINGUIS - Purch	\$190.00	
00013430 THE HOME DEPOT 6001 - Purchase	\$49.70	
00013468 GALLES GRNHS & HEPP LN - Purch	\$407.60	
	<b>\$6,237.24</b>	<b>Subtotal for Dept. Golf Course</b>
00013554 AMBI MAIL AND MARKETIN - Purch	\$1.15	
00013636 AIRGAS CENTRAL - Purchase	\$73.89	
00013211 AIRGAS CENTRAL - Purchase	\$70.85	
00013683 ORKIN 854 - Purchase	\$84.27	
00013967 WEAR PARTS INC - Purchase	\$560.68	
00013524 WEAR PARTS INC - Purchase	\$575.96	
00013507 WCI OF WYOMING, INC - Purchase	\$220.00	
00013970 WEAR PARTS INC - Credit	(\$353.60)	
	<b>\$1,233.20</b>	<b>Subtotal for Dept. Hogadon</b>
00013725 ABSO - Purchase	\$1,930.65	
00013239 ATLAS OFFICE PRODUCTS - Purcha	\$19.51	
00013750 PEDENS INC. - Purchase	\$90.00	
00013359 IN POWDER RIVER SHRED - Purch	\$75.00	
00013134 TARGET 00001644 - Purch	\$3.50	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

	<b>\$2,118.66</b>	<b>Subtotal for Dept.</b>	<b>Human Resources</b>
00013185 SHERWIN WILLIAMS #3439 - Purch	\$314.08		
00013157 SAMS INTERNET - Purchase	\$106.16		
00013547 SAMSClub #6425 - Purchase	\$11.96		
00013746 ATLAS OFFICE PRODUCTS - Purcha	\$16.71		
00013600 WEAR PARTS INC - Purchase	\$33.25		
00013532 SAMSClub #6425 - Purchase	\$144.80		
00013149 ADOBE SYSTEMS, INC. - Purchase	\$19.99		
00013782 WAL-MART #1617 - Purchase	\$8.97		
00013792 SAMSClub #6425 - Purchase	\$55.92		
00013792 SAMSClub #6425 - Purchase	\$24.30		
00013717 PAPA JOHN'S #01393 - Purchase	\$35.00		
00013378 THE HOME DEPOT 6001 - Credit	(\$20.97)		
00013237 ATLAS OFFICE PRODUCTS - Purcha	\$8.00		
00013225 ATLAS OFFICE PRODUCTS - Purcha	\$1.92		
	<b>\$760.09</b>	<b>Subtotal for Dept.</b>	<b>Ice Arena</b>
00013431 ATLAS OFFICE PRODUCTS - Purcha	\$21.71		
	<b>\$21.71</b>	<b>Subtotal for Dept.</b>	<b>Information Services</b>
00013633 COCA COLA BOTTLING CO - Purcha	\$46.00		
00013401 SUTHERLANDS 2219 - Purchase	\$47.15		
00013238 USPS 57155809430310940 - Purch	\$10.84		
00013716 SAMS CLUB #6425 - Purchase	\$353.57		
00013753 ALTITUDE VETERINARY HO - Purch	\$209.50		
00013568 LITTLE CAESARS 1989 00 - Purch	\$47.19		
00013519 SUTHERLANDS 2219 - Purchase	\$538.80		
00013578 NORCO INC - Purchase	\$118.32		
00013514 MURDOCH'S RANCH & HOME - Purch	\$96.85		
00013441 NORCO INC - Purchase	\$67.85		
00013723 CPC CAFEPRESS.COM - Purchase	\$99.97		
00013622 DLX FOR SMALLBUSINESS - Purcha	\$90.09		
00013754 AMBI MAIL AND MARKETIN - Purch	\$41.56		
00013534 PUBLIC KITCHEN SUPPLY - Purcha	\$486.60		
00013831 MURDOCH'S RANCH & HOME - Purch	\$342.79		
	<b>\$2,597.08</b>	<b>Subtotal for Dept.</b>	<b>Metro Animal</b>
00013205 USPS 57155809430310940 - Purch	\$15.39		
00013205 USPS 57155809430310940 - Purch	\$1.62		
	<b>\$17.01</b>	<b>Subtotal for Dept.</b>	<b>Metropolitan Planning</b>
00013557 ATLAS OFFICE PRODUCTS - Purcha	\$128.04		
00013317 ATLAS OFFICE PRODUCTS - Purcha	\$73.96		
	<b>\$202.00</b>	<b>Subtotal for Dept.</b>	<b>Municipal Court</b>
00013369 BAVCO - Purchase	\$614.00		
00013751 CRESCENT ELECTRIC 103 - Purcha	\$80.92		
00013579 BAILEYS ACE HARDWARE - Purchas	\$40.41		
00013608 WW GRAINGER - Purchase	\$360.00		
00013275 BAILEYS ACE HARDWARE - Purchas	\$48.97		
00013203 CPS DISTRIBUTORS INC C - Purch	\$318.00		
00013559 CPS DISTRIBUTORS INC C - Purch	\$4.52		
00013206 NetworkFleet Purchase	\$51.90		
00013664 CPS DISTRIBUTORS INC C - Purch	\$8.70		

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013602	CPS DISTRIBUTORS INC C - Purch	\$38.88	
00013409	CPS DISTRIBUTORS INC C - Purch	\$529.53	
00013421	CPS DISTRIBUTORS INC C - Purch	\$620.35	
00013463	NORCO INC - Purchase	\$258.26	
00013644	WM SUPERCENTER #1617 - Purchas	\$65.49	
00013390	CPS DISTRIBUTORS INC C - Purch	\$85.09	
00013707	CRESCENT ELECTRIC 103 - Purcha	\$20.03	
00013414	BLOEDORN LUMBER CASPER - Purch	\$47.20	
00013731	WYOMING PLANT COMPANY - Purcha	\$195.00	
00013274	WM SUPERCENTER #1617 - Purchas	\$22.74	
00013496	MOBILE CONCRETE, INC - Purchas	\$5,056.38	
00013461	R & R REST STOPS - Purchase	\$8,233.12	
00013407	CPS DISTRIBUTORS INC C - Purch	\$23.87	
00013715	DANA KEPNER CO. - Purchase	\$547.12	
00013639	THE HOME DEPOT 6001 - Purchase	\$159.84	
00013712	NORCO INC - Purchase	\$274.01	
00013204	CASPER STAR TRIBUNE - Purchase	\$350.50	
00013212	CASPER STAR TRIBUNE - Purchase	\$390.88	
00013396	BAILEYS ACE HARDWARE - Purchas	\$17.99	
00013445	BAILEYS ACE HARDWARE - Purchas	\$17.99	
00013187	GALLES GRNHS & HEPP LN - Purch	\$2,564.00	
00013174	GROUND ENGINEERING - Purchase	\$535.00	
00013767	CPS DISTRIBUTORS INC C - Purch	\$99.40	
00013115	CPS DISTRIBUTORS INC C - Purch	\$101.77	
00013450	COMMUNICATION TECHNOLO - Purch	\$103.00	
00013530	BAILEYS ACE HARDWARE - Purchas	\$4.98	
	<b>\$21,889.84</b> Subtotal for Dept.		Parks
00013321	BARGREEN WYOMING 25 - Purchase	\$187.10	
	<b>\$187.10</b> Subtotal for Dept.		Perpetual Care
00013879	NATIONWIDE SUPPLY IQPS - Purch	\$417.48	
00013385	ATLAS OFFICE PRODUCTS - Purcha	\$89.95	
00013834	PARTY AMERICA CASPER # - Credi	(\$13.98)	
00013976	CASPER STAR TRIBUNE - Purchase	\$61.95	
00013800	BIG LOTS STORES - #444 - Credi	(\$8.40)	
00013921	CASPER STAR TRIBUNE - Purchase	\$29.55	
00013701	PARTY AMERICA CASPER # - Purch	\$24.10	
00013617	BIG LOTS STORES - #444 - Purch	\$8.40	
00013363	ATLAS REPRODUCTION - Purchase	\$6.00	
00013205	USPS 57155809430310940 - Purch	\$40.00	
00013881	NATIONWIDE SUPPLY IQPS - Purch	\$142.34	
00013205	USPS 57155809430310940 - Purch	\$126.00	
00013596	DOLRTREE 3288 00032888 - Purch	\$21.00	
	<b>\$944.39</b> Subtotal for Dept.		Planning
00013132	CHEYENNE LITTLE AMER - Purchas	\$26.35	
00013756	SHELL OIL 521019000QPS - Purch	\$10.00	
00013260	TLO TRANSUNION - Purchase	\$110.25	
00013560	ATLAS OFFICE PRODUCTS - Purcha	\$155.59	
00013172	ALBERTSONS #2060 - Purchase	\$23.08	
00013762	ENTERPRISE RENT-A-CAR - Purcha	\$392.27	
00013491	RESPOND FIRST AID - Purchase	\$185.25	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013829	WM SUPERCENTER #3778 - Purchas	\$25.53	
00013682	LOAF N JUG #0012 Q81 - Purch	\$47.00	
00013713	DIA PARKING OPERATIONS - Purch	\$72.00	
00013426	MAVERIK #296 - Purchase	\$43.25	
00013387	LOAF N JUG #0125 Q81 - Purch	\$29.30	
00013328	SPORTSMANS WAREHOUSE 1 - Purch	\$52.49	
00013219	RICOH USA, INC - Purchase	\$609.68	
00013424	LOVE S COUNTRY00002204 - Purch	\$26.90	
00013284	HARTZ E&F TOWING & REC - Purch	\$175.00	
00013334	A 2 Z TOWING - Purchase	\$334.75	
00013254	B & B RUBBER STAMP SHO - Purch	\$90.00	
00013333	THE ROCK STOP - Purchase	\$26.38	
00013412	HOLIDAY INNS I80 CHEYE - Purch	\$91.30	
00013464	HAMPTON INNS & STS - Purchase	\$109.00	
00013311	NASRO - Purchase	\$500.00	
00013349	ATLAS OFFICE PRODUCTS - Purcha	\$30.90	
00013760	HOLIDAY INN EXPRESS - Purchase	\$423.75	
00013553	ATLAS OFFICE PRODUCTS - Purcha	\$103.47	
00013477	MAVERIK #426 - Purchase	\$31.50	
00013427	DLX FOR BUSINESS - Purchase	\$73.47	
00013118	CHEYENNE LITTLE AMERIC - Purch	\$152.72	
00013442	ULTRA MAX - Purchase	\$5,580.00	
00013692	DELTA 00682434571545 - Pur	\$25.00	
00013405	R & R REST STOPS - Purchase	\$138.92	
00013169	MOUNTAIN STATES LITHOG - Purch	\$97.50	
00013170	RIMAGE - Purchase	\$494.72	
00013691	ALBERTSONS #2060 - Purchase	\$31.54	
00013443	WYOMING OFFICE PRODUCT - Purch	\$15.79	
00013133	LITTLE AMERICA CHEYE - Purchas	\$33.09	
00013400	NATIONAL PEN - Purchase	\$712.45	
00013130	ATLAS OFFICE PRODUCTS - Purcha	\$132.93	
00013318	SHELL OIL 574415325QPS - Purch	\$36.02	
00013364	PILOT 00007591 - Purch	\$33.35	
00013159	EXPEDIA EXPEDIA.COM - Purchase	\$100.46	
00013245	OFFICE MAX - Purchase	\$59.98	
00013640	IN POWDER RIVER SHRED - Purch	\$105.00	
00013285	ATLAS OFFICE PRODUCTS - Purcha	\$53.03	
00013456	QUALITY OFFICE SOLUTIO - Purch	\$59.67	
00013726	EXXONMOBIL 96126230 - Purch	\$10.00	
00013471	CHEYENNE LITTLE AMER - Purchas	\$42.06	
00013440	HAMPTON INNS & STS - Purchase	\$109.00	
00013455	QUALITY OFFICE SOLUTIO - Purch	\$123.45	
00013844	ATLAS OFFICE PRODUCTS - Purcha	\$152.07	
00013268	JOHNSON ROBERTS & ASSO - Purch	\$32.00	
00013127	CHEYENNE LITTLE AMERIC - Purch	\$91.30	
00013190	EXPEDIA EXPEDIA.COM - Purchase	\$117.72	
00013262	GAL UNIFORM&EQUIPMENT - Purcha	\$85.00	
		<b>\$12,423.23</b>	<b>Subtotal for Dept. Police</b>
00013499	KASSEBURG CANINE TRAIN - Purch	\$1,328.25	
00013585	CASPER ANIMAL CENTER, - Purcha	\$114.39	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

	<b>\$1,442.64</b>	<b>Subtotal for Dept.</b>	<b>Police Grants</b>
00013398 CENTRAL PAINT AND BODY - Purch	\$2,884.70		
00013627 OLSON AUTO BODY - Purchase	\$4,987.85		
00013357 OLSON AUTO BODY - Purchase	\$22,644.61		
00013590 OLSON AUTO BODY - Purchase	\$3,808.96		
	<b>\$34,326.12</b>	<b>Subtotal for Dept.</b>	<b>Property &amp; Liability Insurance</b>
00013352 WALGREENS #7601 - Purchase	\$27.12		
00013555 NORCO INC - Purchase	\$146.46		
00013338 STAPLES 00114181 - Purch	\$124.78		
00013823 ALBERTSONS - Purchase	\$14.95		
00013373 SAMS CLUB #6425 - Purchase	\$93.68		
00013454 HOBBY-LOBBY #0233 - Purchase	\$27.96		
00013251 ARC SERVICES/TRAINING - Purcha	\$216.00		
00013237 ATLAS OFFICE PRODUCTS - Purcha	\$8.00		
00013818 NORCO INC - Purchase	\$431.46		
00013179 CPU VENTURE TECH NETWO - Purch	\$124.90		
00013276 BAILEYS ACE HARDWARE - Purchas	\$4.98		
00013419 ID EDGE INC - Purchase	\$633.02		
00013606 SAMS CLUB #6425 - Purchase	\$123.74		
00013139 SAMSCLUB #6425 - Purchase	\$61.68		
00013272 ARC SERVICES/TRAINING - Purcha	\$114.00		
00013139 SAMSCLUB #6425 - Purchase	\$2.94		
00013570 STUDIO CITY DIGITAL - Purchase	\$2,000.00		
00013225 ATLAS OFFICE PRODUCTS - Purcha	\$24.07		
00013606 SAMS CLUB #6425 - Purchase	\$44.05		
00013332 DECKER AUTO GLASS - Purchase	\$54.35		
00013237 ATLAS OFFICE PRODUCTS - Purcha	\$8.00		
	<b>\$4,286.14</b>	<b>Subtotal for Dept.</b>	<b>Recreation</b>
00013206 NetworkFleet Purchase	\$570.90		
00013665 Training	\$600.00		
00013711 WYOMING STEEL AND RECY - Purch	\$6,381.60		
00013125 BAILEYS ACE HARDWARE - Purchas	\$12.98		
00013166 FACEBK DS27B62KH2 - Purchase	\$67.37		
00013798 DOMINO'S 6042 - Purchase	\$32.26		
	<b>\$7,665.11</b>	<b>Subtotal for Dept.</b>	<b>Refuse Collection</b>
00013206 NETWORK FLEET. INC. - Purchase	\$25.95		
00013119 ALSCO SLCAS - Purchase	\$92.92		
00013399 WATERWORKS INDUSTRIES - Purcha	\$3,052.00		
00013223 WATERWORKS INDUSTRIES - Purcha	\$295.00		
	<b>\$3,465.87</b>	<b>Subtotal for Dept.</b>	<b>Sewer</b>
00013121 WIRELESS ADVANCED COMM - Purch	\$11,736.25		
	<b>\$11,736.25</b>	<b>Subtotal for Dept.</b>	<b>Special Assistance</b>
00013206 NetworkFleet Purchase	\$622.80		
00013768 OFFICE MAX - Purchase	\$2.59		
00013393 CRETEX CONCRETE PRODUC - Purch	\$488.00		
00013346 SUTHERLANDS 2219 - Purchase	\$9.90		
00013213 BLOEDORN LUMBER CASPER - Purch	\$116.48		
00013607 BAILEYS ACE HARDWARE - Purchas	\$15.96		
00013382 CASPER CONTRACTOR SUPP - Purch	\$65.20		

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013322	MIS INDUSTRIAL SUPPLY - Purcha	\$517.70	
00013661	AMERIGAS propane - Purchas	\$66.90	
00013199	CASPER STAR TRIBUNE - Purchase	\$409.64	
00013186	CASPER STAR TRIBUNE - Purchase	\$364.00	
00013296	WYOMING STEEL AND RECY - Purch	\$249.74	
00013200	KNIFE RIVER 5701 - Purchase	\$8,370.61	
	<b>\$11,299.52</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
00013206	NetworkFleet Purchase	\$155.70	
00013261	ALSCO SLCAS - Purchase	\$71.40	
00013339	MIS INDUSTRIAL SUPPLY - Purcha	\$393.53	
00013772	CASPER CONTRACTOR SUPP - Purch	\$6,984.50	
00013411	MIS INDUSTRIAL SUPPLY - Purcha	\$48.44	
00013453	VERSATEL COMMUNICATION - Purch	\$28.00	
00013813	DIAMOND VOGEL PAINT #7 - Purch	\$52.00	
	<b>\$7,733.57</b>	<b>Subtotal for Dept.</b>	<b>Traffic</b>
00013391	NORCO INC - Purchase	\$95.02	
00013156	MOTION INDUSTRIES WY54 - Credi	(\$47.63)	
00013218	HARRINGTON 08 DENVER - Purchas	\$692.28	
00013316	STOTZ EQUIPMENT - Purchase	\$58.23	
00013367	ENERGY LABORATORIES - Purchase	\$30.00	
00013739	HD SUPPLY UTILITIES, L - Purch	\$68.63	
00013748	HAJOCA KEENAN SUPP 25 - Purcha	\$184.17	
00013761	HOSE & RUBBER SUPPLY - Purchas	\$9.67	
00013776	USPS 57155809430310940 - Purch	\$14.38	
00013242	DEWITT WATER - Purchase	\$50.00	
00013410	WEAR PARTS INC - Purchase	\$12.15	
00013563	MOTION INDUSTRIES WY54 - Purch	\$245.84	
00013394	ENERGY LABORATORIES - Purchase	\$114.00	
00013252	HARRINGTON 08 DENVER - Purchas	\$3,350.69	
00013705	WW GRAINGER - Purchase	\$14.52	
00013487	CRUM ELECTRIC SUPPLY C - Purch	\$48.24	
00013474	WW GRAINGER - Purchase	\$108.36	
00013510	ATLAS OFFICE PRODUCTS - Purcha	\$170.95	
00013226	HARRINGTON 08 DENVER - Purchas	\$64.71	
00013181	CASPER WINNELSON CO - Purchase	\$11.07	
00013344	MOTION INDUSTRIES WY54 - Credi	(\$134.05)	
00013165	ALSCO SLCAS - Purchase	\$296.48	
00013337	HD SUPPLY UTILITIES, L - Purch	\$592.78	
00013601	TFS FISHER SCI CHI - Purchase	\$194.04	
00013656	HOSE & RUBBER SUPPLY - Purchas	\$122.01	
00013229	HARRINGTON 08 DENVER - Purchas	\$1,165.00	
00013628	TFS FISHER SCI CHI - Purchase	\$57.08	
00013415	BEARING BELTCHAIN00244 - Purch	\$35.94	
	<b>\$7,624.56</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
00013381	BEARING BELTCHAIN00244 - Purch	\$27.58	
00013494	ENERGY LABORATORIES - Purchase	\$240.00	
00013291	PIPESTONE EQUIPMENT LL - Purch	\$115.00	
00013354	WW GRAINGER - Purchase	\$105.75	
00013540	FINISH LINE SYSTEMS LL - Purch	\$5,153.40	
00013648	FEDEXOFFICE 00009423 - Purch	\$29.50	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013303	ALSCO SLCAS - Purchase	\$766.34	
00013290	CASPER STAR TRIBUNE - Purchase	\$372.10	
00013533	ATLAS OFFICE PRODUCTS - Purcha	\$17.32	
00013377	HARBOR FREIGHT TOOLS 3 - Purch	\$29.52	
00013257	SUTHERLANDS 2219 - Purchase	\$12.99	
00013399	WATERWORKS INDUSTRIES - Purcha	\$29,000.00	
00013741	BAILEYS ACE HARDWARE - Purchas	\$15.99	
00013206	NetworkFleet Purchase	\$103.80	
00013586	ATLAS OFFICE PRODUCTS - Purcha	\$15.32	
00013232	HACH COMPANY - Purchase	\$803.82	
00013116	ALSCO SLCAS - Purchase	\$5.46	
00013117	ALSCO SLCAS - Purchase	\$11.61	
00013674	NORCO INC - Purchase	\$767.45	
00013710	NORCO INC - Purchase	\$59.50	
00013124	B & B RUBBER STAMP SHO - Purch	\$20.50	
00013298	CASPER STAR TRIBUNE - Purchase	\$118.56	
00013399	WATERWORKS INDUSTRIES - Purcha	\$5,669.00	
00013209	VOLVO OF MILLS - Purchase	\$46.83	
00013171	ALSCO SLCAS - Purchase	\$11.61	
00013146	ALSCO SLCAS - Purchase	\$17.61	
00013485	ENERGY LABORATORIES - Purchase	\$850.00	
00013481	UNITED STATES WELDING - Purcha	\$19.57	
00013483	ENERGY LABORATORIES - Purchase	\$30.00	
00013505	ENERGY LABORATORIES - Purchase	\$30.00	
00013460	NORCO INC - Purchase	\$264.81	
00013297	FLEETPRIDE 893 - Purchase	\$104.82	
00013358	TOP OFFICE PRODUCTS - Purchase	\$274.88	
00013444	AMBI MAIL AND MARKETIN - Purch	\$4.03	
00013609	ALSCO SLCAS - Purchase	\$11.61	
00013429	AMBI MAIL AND MARKETIN - Purch	\$70.68	
00013490	ALSCO SLCAS - Purchase	\$11.61	
00013505	ENERGY LABORATORIES - Purchase	\$15.00	
00013525	MOUNTAIN STATES PIPE & - Purch	\$6,301.89	
00013144	BUSH-WELLS SPORTING GO - Purch	\$809.25	
00013143	SUTHERLANDS 2219 - Purchase	\$15.37	
00013389	USPS 57155809430310940 - Purch	\$22.40	
00013508	ENERGY LABORATORIES - Purchase	\$15.00	
00013511	ENERGY LABORATORIES - Purchase	\$15.00	
00013511	ENERGY LABORATORIES - Purchase	\$240.00	
00013494	ENERGY LABORATORIES - Purchase	\$15.00	
00013786	GUNNERS METERS - Purchase	\$323.75	
00013383	UNION WIRELESS - Purchase	\$129.73	
00013786	GUNNERS METERS - Purchase	\$401.25	
00013505	ENERGY LABORATORIES - Purchase	\$30.00	
00013299	ISC,INC - Purchase	\$59.48	
	<b>\$53,601.69</b> Subtotal for Dept.		Water
00013253	HENSLEY BATTERY & ELEC - Purch	\$97.56	
00013304	UNITED STATES WELDING - Purcha	\$3,185.70	
00013335	CASPER STAR TRIBUNE - Purchase	\$34.20	
00013307	DANA KEPNER CO. - Purchase	\$1,303.00	

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

00013528 ATLAS OFFICE PRODUCTS - Purcha	\$276.43	
00013366 SUTHERLANDS 2219 - Purchase	\$12.98	
00013582 WW GRAINGER - Purchase	\$169.00	
00013594 ATLAS OFFICE PRODUCTS - Purcha	\$35.68	
00013621 WM SUPERCENTER #3778 - Purchas	\$79.80	
00013618 SUTHERLANDS 2219 - Purchase	\$9.25	
00013637 ENERGY LABORATORIES - Purchase	\$250.00	
00013286 EUROFINS EATON ANALYTI - Purch	\$200.00	
00013657 ATLAS OFFICE PRODUCTS - Purcha	\$65.44	
00013326 ALSICO SLCAS - Purchase	\$68.80	
00013616 USPS 57155809430310940 - Purch	\$18.27	
00013202 CASPER STAR TRIBUNE - Purchase	\$145.20	
	<b>\$5,951.31</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
00013244 VAN DIEST SUPPLY COMPA - Purch	\$975.20	
00013439 VAN DIEST SUPPLY COMPA - Purch	\$975.00	
00013241 VAN DIEST SUPPLY COMPA - Purch	\$825.00	
00013189 VAN DIEST SUPPLY COMPA - Purch	\$6,846.82	
00013249 VAN DIEST SUPPLY COMPA - Purch	\$873.61	
	<b>\$10,495.63</b>	<b>Subtotal for Dept. Weed And Pest</b>
	<b>\$304,691.97</b>	<b>Subtotal for Vendor</b>

## PEGGY BROOKER

RIN0023893 JUNE 2014 HIST. PRESERV. SVCS.	\$300.00	
	<b>\$300.00</b>	<b>Subtotal for Dept. Fort Caspar</b>
	<b>\$300.00</b>	<b>Subtotal for Vendor</b>

## PEPSI COLA OF CASPER

RIN0023891 CONCESSION SUPPLIES	\$6,247.90	
29173 TONIC, HOGWASH, SUNNY D, GATOR	\$507.00	
10249 CONCESSION SUPPLIES	(\$334.00)	
	<b>\$6,420.90</b>	<b>Subtotal for Dept. Casper Events Center</b>
	<b>\$6,420.90</b>	<b>Subtotal for Vendor</b>

## PHIPPS CONSTRUCTION

RIN00239831 RETAIN PAY CYB PH III	\$4,540.00	
7 RETAIN PAY	(\$4,540.00)	
	<b>\$0.00</b>	<b>Subtotal for Dept. Capital Projects</b>
7 CASPER YOUTH BASEBALL FIELD OF	\$45,400.00	
	<b>\$45,400.00</b>	<b>Subtotal for Dept. Parks</b>
	<b>\$45,400.00</b>	<b>Subtotal for Vendor</b>

## POSTAL PROS, INC.

73690 WEB POSTING MAY 2014	\$2,108.91	
	<b>\$2,108.91</b>	<b>Subtotal for Dept. Water</b>
	<b>\$2,108.91</b>	<b>Subtotal for Vendor</b>

## PRESERVATION SOLUTIONS

80 MILESTONE #3 PROPERTAY DATABAS	\$6,000.00	
	<b>\$6,000.00</b>	<b>Subtotal for Dept. Fort Caspar</b>
	<b>\$6,000.00</b>	<b>Subtotal for Vendor</b>

## RESOURCE STAFFING

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

3324 LABOR

\$208.06

**\$208.06** Subtotal for Dept. Casper Events Center

**\$208.06** Subtotal for Vendor

## REV3 ADVENTURE

CWY1001 SPONSORSHIP REV3

\$10,000.00

**\$10,000.00** Subtotal for Dept. Council

**\$10,000.00** Subtotal for Vendor

## RICHEY, TIFFANY

0022291421 DEPOSIT/CREDIT REFUND

\$48.90

**\$48.90** Subtotal for Dept. Water

**\$48.90** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP00016906231401 ELECTRICITY

\$242.60

**\$242.60** Subtotal for Dept. Aquatics

AP00016806231401 ELECTRICITY

\$113.69

**\$113.69** Subtotal for Dept. Buildings And Grounds

AP00015606231401 ELECTRICITY

\$647.29

**\$647.29** Subtotal for Dept. Fort Caspar

AP00015706231401 ELECTRICITY

\$7,782.54

**\$7,782.54** Subtotal for Dept. Golf Course

AP00015806231401 ELECTRICITY

\$6,962.79

**\$6,962.79** Subtotal for Dept. Hogadon

AP00017106231401 ELECTRICITY

\$45.61

**\$45.61** Subtotal for Dept. Planning

AP00016506231401 ELECTRICITY

\$26,090.20

**\$26,090.20** Subtotal for Dept. Water

**\$41,884.72** Subtotal for Vendor

## RYAN HIEB

RIN0023918 TRAVEL EXPENSES

\$115.50

**\$115.50** Subtotal for Dept. Police

**\$115.50** Subtotal for Vendor

## SALAZAR, SHERI

0022332433 DEPOSIT/CREDIT REFUND

\$35.86

**\$35.86** Subtotal for Dept. Water

**\$35.86** Subtotal for Vendor

## SALLOUM, MITCHELL

0022332425 DEPOSIT/CREDIT REFUND

\$33.95

**\$33.95** Subtotal for Dept. Water

**\$33.95** Subtotal for Vendor

## SARAH STOCKERO

754565 CLOTHING ALLOWANCE

\$365.12

**\$365.12** Subtotal for Dept. Police

RIN0023919 TRAVEL EXPENSES

\$28.56

**\$28.56** Subtotal for Dept. Police

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

**\$393.68** Subtotal for Vendor

## SCHMID, RACHEL

0022291420 DEPOSIT/CREDIT REFUND

\$49.65

**\$49.65** Subtotal for Dept. Water

**\$49.65** Subtotal for Vendor

## SCHWARTZ, BON, WALKER, & STUDER, LLC.

5528 LEGAL FEES

\$10,572.86

5455 LEGAL FEES

\$11,884.65

**\$22,457.51** Subtotal for Dept. Council

**\$22,457.51** Subtotal for Vendor

## SEAN NGUYEN

181299 CLOTHING ALLOWANCE

\$75.00

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

**\$75.00** Subtotal for Vendor

## SHARE WELL ENERGY SERVICE

0022332438 DEPOSIT/CREDIT REFUND

\$52.68

**\$52.68** Subtotal for Dept. Water

**\$52.68** Subtotal for Vendor

## SHOSHONE DISTRIBUTING CO., INC.

001727 POSTCARDS, CALENDARS, DECALS,

\$1,208.00

**\$1,208.00** Subtotal for Dept. Fort Caspar

**\$1,208.00** Subtotal for Vendor

## SOLID WASTE PROFESSIONALS OF WY LLC.

20140501 CONSTRUCTION OVERSIGHT & PROJE

\$19,940.00

**\$19,940.00** Subtotal for Dept. Balefill

**\$19,940.00** Subtotal for Vendor

## SOURCE GAS DIST. LLC

201091486356 NATURAL GAS

\$5,404.39

207408034581 NATURAL GAS

\$3,608.47

**\$9,012.86** Subtotal for Dept. Aquatics

207408034585 NATURAL GAS

\$1,286.84

**\$1,286.84** Subtotal for Dept. Balefill

201180432597 NATURAL GAS

\$104.13

**\$104.13** Subtotal for Dept. Buildings And Grounds

201091489153 NATURAL GAS

\$2,069.06

**\$2,069.06** Subtotal for Dept. Casper Events Center

207408034530 NATURAL GAS

\$501.68

**\$501.68** Subtotal for Dept. Cemetery

207408034536 NATURAL GAS

\$1,546.69

201269402242 NATURAL GAS

\$62.59

201536330007 NATURAL GAS

\$230.59

201714295462 NATURAL GAS

\$20.26

**\$1,860.13** Subtotal for Dept. City Hall

201002728026 NATURAL GAS

\$200.65

207408034590 NATURAL GAS

\$643.95

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

	<b>\$844.60</b>	<b>Subtotal for Dept.</b>	Fire
201180435145 NATURAL GAS	\$263.25		
	<b>\$263.25</b>	<b>Subtotal for Dept.</b>	Fort Caspar
201180437297 NATURAL GAS	\$1,430.72		
	<b>\$1,430.72</b>	<b>Subtotal for Dept.</b>	Garage
201358369440 NATURAL GAS	\$215.91		
	<b>\$215.91</b>	<b>Subtotal for Dept.</b>	Golf Course
201091486357 NATURAL GAS	\$928.62		
	<b>\$928.62</b>	<b>Subtotal for Dept.</b>	Ice Arena
201002729974 NATURAL GAS	\$530.75		
	<b>\$530.75</b>	<b>Subtotal for Dept.</b>	Metro Animal
201447345463 NATURAL GAS	\$15.75		
	<b>\$15.75</b>	<b>Subtotal for Dept.</b>	Planning
201536330035 NATURAL GAS	\$815.77		
	<b>\$815.77</b>	<b>Subtotal for Dept.</b>	Recreation
201447348238 NATURAL GAS	\$18.75		
	<b>\$18.75</b>	<b>Subtotal for Dept.</b>	Sewer
207408034584 NATURAL GAS	\$2,412.85		
	<b>\$2,412.85</b>	<b>Subtotal for Dept.</b>	Waste Water
207408034562 NATURAL GAS	\$343.27		
207408034583 NATURAL GAS	\$151.19		
	<b>\$494.46</b>	<b>Subtotal for Dept.</b>	Water
201269396539 NATURAL GAS	\$3,116.97		
	<b>\$3,116.97</b>	<b>Subtotal for Dept.</b>	Water Treatment Plant
	<b>\$25,923.10</b>	<b>Subtotal for Vendor</b>	
<b>STATE OF WY. - CENTRAL REGISTRY OF CHILD</b>			
0218-JUNE2014 DFS CENTRAL REGISTRY INQUIRIES	\$20.00		
	<b>\$20.00</b>	<b>Subtotal for Dept.</b>	Fort Caspar
	<b>\$20.00</b>	<b>Subtotal for Vendor</b>	
<b>STATE OF WY. - NOTARY DIV.</b>			
RIN0023847 NEW NOTARY	\$30.00		
	<b>\$30.00</b>	<b>Subtotal for Dept.</b>	Police
	<b>\$30.00</b>	<b>Subtotal for Vendor</b>	
<b>STEVE FREEL</b>			
RIN0023922 TUITION REIMBURSEMENT	\$389.70		
	<b>\$389.70</b>	<b>Subtotal for Dept.</b>	Police
	<b>\$389.70</b>	<b>Subtotal for Vendor</b>	
<b>STRAND, BECKY/MATT</b>			
0022291418 DEPOSIT/CREDIT REFUND	\$51.83		
	<b>\$51.83</b>	<b>Subtotal for Dept.</b>	Water
	<b>\$51.83</b>	<b>Subtotal for Vendor</b>	
<b>SUMMIT ELECTRIC LLC.</b>			
5908 RETAIN PAY	(\$9,347.06)		
	<b>(\$9,347.06)</b>	<b>Subtotal for Dept.</b>	Capital Projects
5908 CEC ARENA LIGHTING RETROFIT	\$95,918.61		

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

**\$95,918.61** Subtotal for Dept. City Manager  
**\$86,571.55** Subtotal for Vendor

## SUPERIOR STRUCTURES CORP.

446960 CATC IMPROVEMENTS - GRANT  
446960 CATC IMPROVEMENTS - CITY

\$12,800.00  
\$3,200.00  
**\$16,000.00** Subtotal for Dept. C.A.T.C.  
**\$16,000.00** Subtotal for Vendor

## SUPERIOR TRAMWAY CO, INC

6719 TIRES, FREIGHT

\$869.43  
**\$869.43** Subtotal for Dept. Hogadon  
**\$869.43** Subtotal for Vendor

## SYSCO FOOD SVCS. CORP.

406110761 OPERATING SUPPLIES-CATERING  
406060817 CONCESSION SUPPLIES

\$1,479.83  
\$3,457.84  
**\$4,937.67** Subtotal for Dept. Casper Events Center  
**\$4,937.67** Subtotal for Vendor

## TOWNSQUARE MEDIA

MCC-114055489 ADS  
MC-114055614 ADS

\$381.00  
\$320.00  
**\$701.00** Subtotal for Dept. Refuse Collection  
**\$701.00** Subtotal for Vendor

## TRIPP, LEA

0022291415 DEPOSIT/CREDIT REFUND

\$18.24  
**\$18.24** Subtotal for Dept. Water  
**\$18.24** Subtotal for Vendor

## TY MOWER

RIN0023920 TRAVEL EXPENSES

\$483.60  
**\$483.60** Subtotal for Dept. Police  
**\$483.60** Subtotal for Vendor

## UNITED PARCEL SVC.

0000F44F14214 SHIPPING

\$18.29  
**\$18.29** Subtotal for Dept. Police  
**\$18.29** Subtotal for Vendor

## URGENT CARE OF CASPER LLC.

12595 MEDICAL TESTING  
12085 MEDICAL TESTING  
13187 MEDICAL TESTING

\$32.00  
\$32.00  
\$315.00  
**\$379.00** Subtotal for Dept. Police  
**\$379.00** Subtotal for Vendor

## UTILITY BILL SOLUTIONS GROUP

2929 UTILITY CONSULTING SERVICE

\$35.85  
**\$35.85** Subtotal for Dept. Aquatics

2929 UTILITY CONSULTING SERVICE

\$35.85  
**\$35.85** Subtotal for Dept. Balefill

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Buildings And Grounds
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Casper Events Center
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Cemetery
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. City Attorney
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. City Hall
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. City Manager
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Code Enforcement
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Communications Center
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Council
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Engineering
2929 UTILITY CONSULTING SERVICE	\$143.23	
	<b>\$143.23</b>	Subtotal for Dept. Finance
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Fire
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Fort Caspar
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Garage
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Golf Course
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Hogadon
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Human Resources
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Ice Arena
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Information Services
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Metro Animal
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Municipal Court
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Parks
2929 UTILITY CONSULTING SERVICE	\$35.85	
	<b>\$35.85</b>	Subtotal for Dept. Planning

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

2929 UTILITY CONSULTING SERVICE	\$35.85		
	<b>\$35.85</b>	Subtotal for Dept.	Police
2929 UTILITY CONSULTING SERVICE	\$35.85		
	<b>\$35.85</b>	Subtotal for Dept.	Property & Liability Insurance
2929 UTILITY CONSULTING SERVICE	\$35.85		
	<b>\$35.85</b>	Subtotal for Dept.	Recreation
2929 UTILITY CONSULTING SERVICE	\$35.85		
	<b>\$35.85</b>	Subtotal for Dept.	Refuse Collection
2929 UTILITY CONSULTING SERVICE	\$35.85		
	<b>\$35.85</b>	Subtotal for Dept.	Sewer
2929 UTILITY CONSULTING SERVICE	\$35.85		
	<b>\$35.85</b>	Subtotal for Dept.	Streets
2929 UTILITY CONSULTING SERVICE	\$35.85		
	<b>\$35.85</b>	Subtotal for Dept.	Traffic
2929 UTILITY CONSULTING SERVICE	\$35.85		
	<b>\$35.85</b>	Subtotal for Dept.	Waste Water
2929 UTILITY CONSULTING SERVICE	\$35.85		
	<b>\$35.85</b>	Subtotal for Dept.	Water
2929 UTILITY CONSULTING SERVICE	\$35.85		
	<b>\$35.85</b>	Subtotal for Dept.	Water Treatment Plant
	<b>\$1,362.13</b>	Subtotal for Vendor	
<b>VERIZON WIRELESS</b>			
9726405880 WIRELESS SERVICE	\$40.01		
	<b>\$40.01</b>	Subtotal for Dept.	Garage
	<b>\$40.01</b>	Subtotal for Vendor	
<b>VERMEER SALES &amp; SVC. OF COLORADO</b>			
R30289C GRINDING ALLEY TREE BRANCHES	\$1,573.10		
R30220C ALLEY BRANCHES EQUIP. RENTAL	\$1,226.90		
R30289C GRINDING ALLEY TREE BRANCHES	\$1,200.00		
	<b>\$4,000.00</b>	Subtotal for Dept.	Balefill
R30220C ALLEY BRANCHES EQUIP. RENTAL	\$1,298.40		
R30633C EQUIP. RENTAL/BRANCH GRINDING	\$2,525.30		
	<b>\$3,823.70</b>	Subtotal for Dept.	Parks
	<b>\$7,823.70</b>	Subtotal for Vendor	
<b>VISION SVC. PLAN</b>			
RIN0023927 RETIREES EMPLOY BENEFITS	\$1,064.60		
RIN0023928 COBRA EMPLOY BENEFITS	\$30.63		
	<b>\$1,095.23</b>	Subtotal for Dept.	Health Insurance
	<b>\$1,095.23</b>	Subtotal for Vendor	
<b>WALLACE TREMBATH</b>			
RIN0023913 TRAVEL EXPENSES	\$477.69		
	<b>\$477.69</b>	Subtotal for Dept.	City Attorney
	<b>\$477.69</b>	Subtotal for Vendor	
<b>WARDWELL WATER &amp; SEWER DISTRICT</b>			
RIN0023884 WATER USAGE	\$64.84		

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

**\$64.84 Subtotal for Dept.** Water Treatment Plant

**\$64.84 Subtotal for Vendor**

## WERCS COMMUNICATIONS

2775 INTERNET SERVICE MAY 2014	\$0.82	
	<b>\$0.82 Subtotal for Dept.</b>	Aquatics
2775 INTERNET SERVICE MAY 2014	\$6.17	
	<b>\$6.17 Subtotal for Dept.</b>	Balefill
2775 INTERNET SERVICE MAY 2014	\$9.46	
	<b>\$9.46 Subtotal for Dept.</b>	Casper Events Center
2775 INTERNET SERVICE MAY 2014	\$2.88	
	<b>\$2.88 Subtotal for Dept.</b>	City Attorney
2775 INTERNET SERVICE MAY 2014	\$2.47	
	<b>\$2.47 Subtotal for Dept.</b>	City Manager
2775 INTERNET SERVICE MAY 2014	\$4.93	
	<b>\$4.93 Subtotal for Dept.</b>	Code Enforcement
2775 INTERNET SERVICE MAY 2014	\$3.70	
	<b>\$3.70 Subtotal for Dept.</b>	Council
2775 INTERNET SERVICE MAY 2014	\$5.35	
	<b>\$5.35 Subtotal for Dept.</b>	Engineering
2775 INTERNET SERVICE MAY 2014	\$11.10	
	<b>\$11.10 Subtotal for Dept.</b>	Finance
2775 INTERNET SERVICE MAY 2014	\$12.34	
	<b>\$12.34 Subtotal for Dept.</b>	Fire
2775 INTERNET SERVICE MAY 2014	\$2.06	
	<b>\$2.06 Subtotal for Dept.</b>	Fort Caspar
2775 INTERNET SERVICE MAY 2014	\$2.06	
	<b>\$2.06 Subtotal for Dept.</b>	Garage
2775 INTERNET SERVICE MAY 2014	\$1.23	
	<b>\$1.23 Subtotal for Dept.</b>	Golf Course
2775 INTERNET SERVICE MAY 2014	\$2.47	
	<b>\$2.47 Subtotal for Dept.</b>	Hogadon
2775 INTERNET SERVICE MAY 2014	\$3.29	
	<b>\$3.29 Subtotal for Dept.</b>	Human Resources
2775 INTERNET SERVICE MAY 2014	\$1.64	
	<b>\$1.64 Subtotal for Dept.</b>	Ice Arena
2775 INTERNET SERVICE MAY 2014	\$6.58	
	<b>\$6.58 Subtotal for Dept.</b>	Information Services
2775 INTERNET SERVICE MAY 2014	\$2.88	
	<b>\$2.88 Subtotal for Dept.</b>	Metro Animal
2775 INTERNET SERVICE MAY 2014	\$0.08	
2775 INTERNET SERVICE MAY 2014	\$0.74	
	<b>\$0.82 Subtotal for Dept.</b>	Metropolitan Planning
2775 INTERNET SERVICE MAY 2014	\$5.35	
	<b>\$5.35 Subtotal for Dept.</b>	Municipal Court
2775 INTERNET SERVICE MAY 2014	\$2.47	
	<b>\$2.47 Subtotal for Dept.</b>	Parks

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

2775 INTERNET SERVICE MAY 2014	\$2.88		
	<b>\$2.88</b>	Subtotal for Dept.	Planning
2775 INTERNET SERVICE MAY 2014	\$905.60		
	<b>\$905.60</b>	Subtotal for Dept.	Police
2775 INTERNET SERVICE MAY 2014	\$3.29		
	<b>\$3.29</b>	Subtotal for Dept.	Recreation
2775 INTERNET SERVICE MAY 2014	\$1.64		
	<b>\$1.64</b>	Subtotal for Dept.	Streets
2775 INTERNET SERVICE MAY 2014	\$2.47		
	<b>\$2.47</b>	Subtotal for Dept.	Traffic
2775 INTERNET SERVICE MAY 2014	\$5.35		
	<b>\$5.35</b>	Subtotal for Dept.	Waste Water
2775 INTERNET SERVICE MAY 2014	\$3.70		
	<b>\$3.70</b>	Subtotal for Dept.	Water
	<b>\$1,015.00</b>	Subtotal for Vendor	
<b>WESTERN WATER CONSULTANTS, INC.</b>			
112490019 ROBERTSON RD WATER MAIN PROJ	\$1,455.96		
111450009 CY AVE/POPLAR INTERSECTION	\$1,238.10		
	<b>\$2,694.06</b>	Subtotal for Dept.	Water
	<b>\$2,694.06</b>	Subtotal for Vendor	
<b>WILLOW ARROWHEAD NECKLACES</b>			
233872 ARROWHEAD NECKLACES, BLK & BRW	\$130.00		
	<b>\$130.00</b>	Subtotal for Dept.	Fort Caspar
	<b>\$130.00</b>	Subtotal for Vendor	
<b>WOLVERINE DISTRIBUTING</b>			
140161 ROADSIDE GEOLOGY OF WY, SERPEN	\$135.56		
140148 DAILY LIFE IN A COVERED WAGON,	\$962.49		
	<b>\$1,098.05</b>	Subtotal for Dept.	Fort Caspar
	<b>\$1,098.05</b>	Subtotal for Vendor	
<b>WORTHINGTON, LENHART &amp; CARPENTER</b>			
2014-10807 SURVEYING	\$275.00		
	<b>\$275.00</b>	Subtotal for Dept.	Engineering
2014-10734 DESIGN & CA FOR HIGHLAND PARK/	\$21,781.90		
	<b>\$21,781.90</b>	Subtotal for Dept.	Streets
	<b>\$22,056.90</b>	Subtotal for Vendor	
<b>WRIGHT BROTHERS, THE BUILDING COMPANY</b>			
RIN0023837 CASPER FIR-EMS STATION #2 EXTE	\$54,042.28		
	<b>\$54,042.28</b>	Subtotal for Dept.	Fire
	<b>\$54,042.28</b>	Subtotal for Vendor	
<b>WY. DEPT. OF TRANSPORTATION</b>			
0000067556 COOPERATIVE AGREEMENT - BRYAN	\$1,181.64		
	<b>\$1,181.64</b>	Subtotal for Dept.	Streets
	<b>\$1,181.64</b>	Subtotal for Vendor	
<b>WY. SCENIC PHOTOGRAPHY</b>			

# Bills and Claims

City of Casper

18-Jun-14 to 01-Jul-14

RIN0023926 PHOTOGRAPHY REQUESTED

\$430.00

**\$430.00** Subtotal for Dept. Police

**\$430.00** Subtotal for Vendor

## YOUTH CRISIS CENTER CORP.

MAY2014 YOUTH CRISIS CENTER EXPENSES

\$4,816.23

**\$4,816.23** Subtotal for Dept. Social Community Services

**\$4,816.23** Subtotal for Vendor

**Grand Total**

**\$1,300,193.06**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 07/01/14

**Payroll Disbursements**

6/18/14	Fire Payroll	\$ 164,840.91
6/18/14	Benefits nd Deductions	\$ 30,324.90
6/19/14	City Payroll	\$ 1,193,497.46
6/19/14	Benefits nd Deductions	\$ 201,961.87
6/23/14	Exception payroll	\$ 23,761.32
6/23/14	Benefits nd Deductions	\$ 2,541.74

	<b>Total Payroll</b>	<u><u>\$ 1,616,928.20</u></u>
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**Additional Fees**

	<b>Total Fees</b>	<u><u>\$ -</u></u>
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**Additional AP**

	<b>Total Additional AP</b>	<u><u>\$ -</u></u>
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June 25, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a plat creating the Sheridan Heights Addition No. 3, and a zone change of said Sheridan Heights Addition No. 3 to M-1 (Limited Industrial) district.

Recommendation:

That Council, by ordinance, approve a vacation and replat of a portion of Lot 9, all of Lots 10 & 11, and a portion of Lot 12, Block 119, and a portion of a vacated alley within Block 119, Sheridan Heights Addition, and platting portions of the SE1/4SW1/4, Section 3, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming to create Sheridan Heights Addition No. 3; and rezoning of the same from M-1 (Limited Industrial) and C-2 (General Business) to entirely M-1 (Limited Industrial) .

Summary:

Natrona County, as the property owner, has applied to plat 0.609-acres, to create the Sheridan Heights Addition No. 3. The subject property is currently occupied by a storage/warehouse building, and is zoned both M-1 (Limited Industrial) and C-2 (General Business). The requested plat is replatting existing lots, as well as platting currently unplatted property, and is creating two (2) new lots for the purpose of selling proposed Lot 2 to a business located across the street from the subject property, for use as overflow parking. Proposed Lot 1, the location of the existing storage/warehouse building, is approximately 16,457 square feet in size, and proposed Lot 2, the site of the future parking lot, is approximately 10,067 square feet in size. Surrounding zoning in the area is C-2 (General Business) to the west and M-1 (Limited Industrial) to the north, east, and south.

The Planning and Zoning Commission included two (2) recommended conditions of approval for the replat. The first condition requires the applicant to apply for and receive approval of a conditional use permit and a site plan for the proposed parking lot, in compliance with Casper Municipal Code requirements. The second condition requires the applicant to repair and replace the existing sidewalk along the East C Street frontage of the property because it is currently in disrepair. State Statutes identifies the property owners adjacent a sidewalk as the responsible party for maintaining the public sidewalks. Both conditions have been incorporated into the Sheridan Heights Addition No. 3 Subdivision Agreement.

As a result of the consolidation and reconfiguration of the existing lots by the proposed plat, a zone change is necessary because mixed zoning of single lots is not permissible. The applicant originally applied for a rezone of the property to entirely C-2 (General Business). However, the rezone of proposed Lot 1 as C-2 would make the existing storage/warehouse building a non-conforming use because warehouses are not listed as either a permitted or conditional use in the C-2 (General Business) zoning district. The applicant amended their zone change request, and is now requesting M-1 (Limited Industrial) zoning for the entire property. A rezone of the property to M-1 (Limited Industrial) would allow for the storage/warehouse building as a permitted use, but will require the approval of a Conditional Use Permit for a parking lot located on proposed Lot 2.

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

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City's policy regarding future zoning and land use patterns. It also provides assurance and direction to property owners and the private development sector with respect to the desired development activity of specific areas. In this case, the Future Land Use Plan element of the 2000 Casper Area Comprehensive Land Use Plan identifies this area to be appropriately developed as "light industrial." The Comprehensive Land Use Plan states that areas shown in the plan as industrial are typically comprised of a variety of businesses that may require on-site storage of materials, larger lot sizes and structures for operations, and direct access to trucking routes. The proposed M-1 (Limited Industrial) zoning of the subject property is in keeping with the approved long-range plan for the development of the area.

The proposed M-1 (Limited Industrial) zoning district allows for the development of any and all of the following permitted uses:

1. Animal shelters, treatment centers, animal clinics, and animal boarding centers;
2. Assembly of devices or instruments, or packaging of products from previously prepared materials;
3. Automobile and vehicular sales and/or repair;
4. Automobile and vehicular service stations and public garages;
5. Automobile wrecker services;

6. Bed and breakfast;
7. Bed and breakfast homestay;
8. Bed and breakfast inn;
9. Bottling factories or plants;
10. Builders' supply yards;
11. Bulk plants with underground/above ground storage;
12. Commercial processing dairies and creameries, including depots (excluding dairy farms);
13. Commercial greenhouses and nurseries;
14. Commercial kennels;
15. Commercial laundries;
16. Convenience establishments;
17. Day-care, adult;
18. Child care center;
19. Family child care center - zoning review;
20. Experimental or testing laboratories and research facilities;
21. Fabrication plants (steel or wood);
22. Farm implement sales and services;
23. Frozen food lockers;
24. Grocery stores;
25. Manufactured home (mobile) sales and service;
26. Manufacturing, assembly, or packing of products from previously prepared materials;
27. Manufacturing of devices or instruments;
28. Manufacturing and processing of food or food products;
29. Motels and hotels;
30. Offices, general and professional;
31. Open sales lots;
32. Pet supplies;
33. Parks, playgrounds, historical sites, and other similar recreational facilities;
34. Pawnshops;
35. Personal service shops;
36. Plumbing, welding, electrical supply, and service shops;
37. Printing and newspaper houses;
38. Public utilities and public service installations, including repair and storage facilities;
39. Recycling businesses;
40. Restaurant, cafes, and coffee shops;
41. Retail businesses;
42. Transportation depots;
43. Veterinary clinics with boarding outside pens;
44. **Warehouses, including both indoor and outdoor storage;**
45. Sexually oriented businesses, pursuant to all regulations set forth in Section 9.24.110 of the municipal code;

46. Neighborhood assembly uses;
47. Regional assembly uses;
48. Custodial care facility;
49. Branch community facilities;
50. Neighborhood grocery;
51. Church.

The proposed M-1 (Limited Industrial) zoning district lists the following as conditional uses:

1. Apartments, as part of the main structure, or manufactured homes (mobile) necessary for safety or security reasons, in conjunction with the principal use, occupied only by persons responsible for security in the principal use and employed by the industry or business conducting the principal use;
2. Gaming/gambling; provided said use is located in excess of three hundred feet from any school or church use;
3. Heliports;
4. Homes for the homeless;
- 5. Parking lots;**
6. Other uses compatible with the intent of this district, as determined by the Commission

The Planning and Zoning Commission approved the requested plat, with conditions, and zone change at their public hearing on May 27, 2014, and is forwarding a “do-pass” recommendation to the City Council. There were no public comments either for or against this case.

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

# SHERIDAN HEIGHTS ADDITION NO. 3



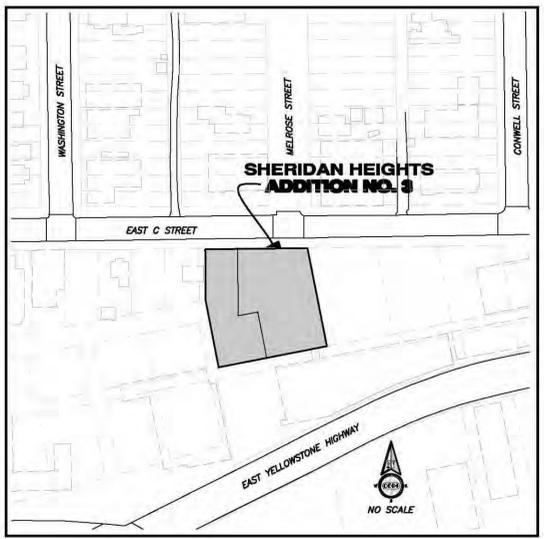
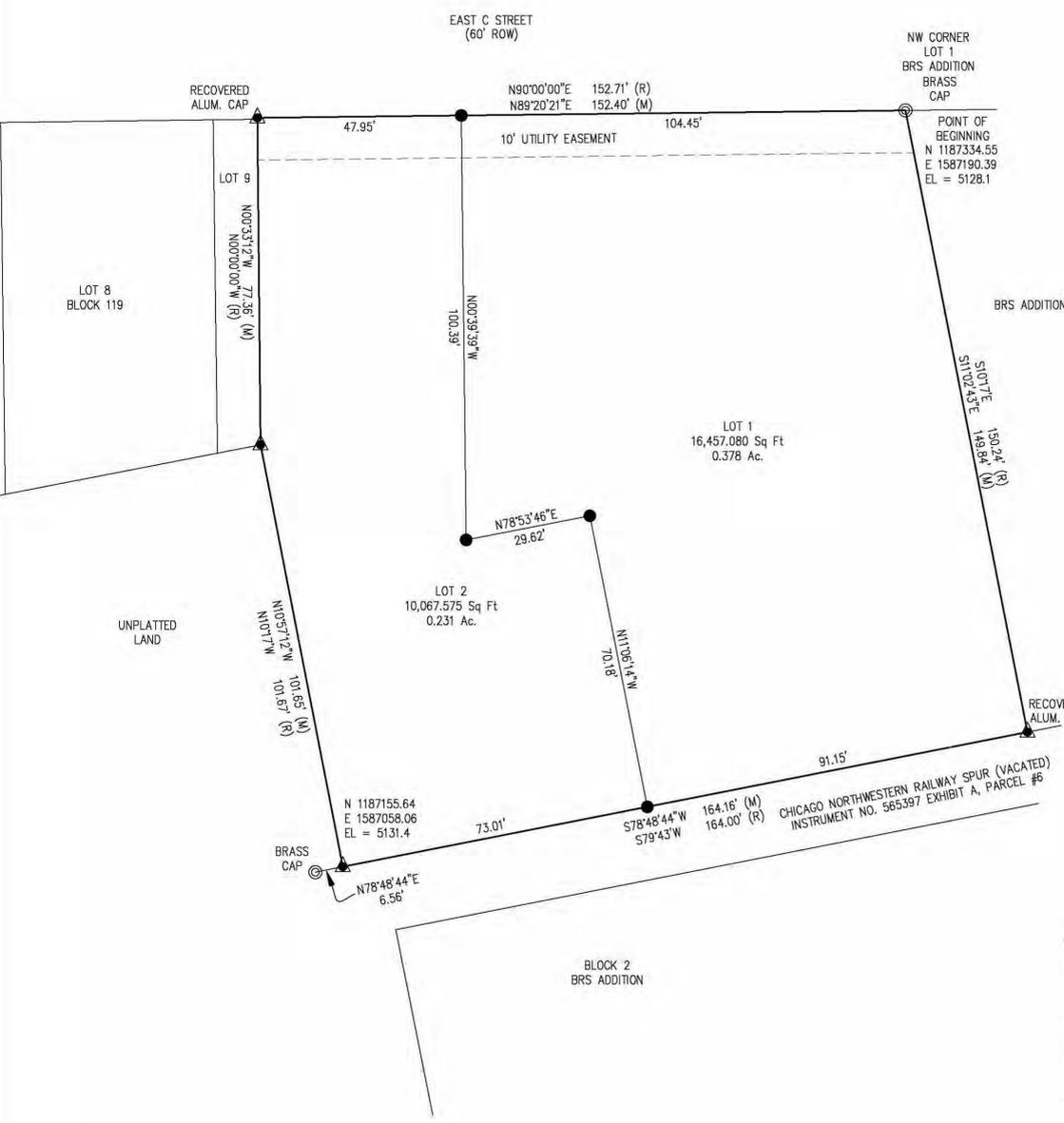
Proposed Parking Lot

Serv pro

Existing Warehouse

Legend  
■ Subject Property





VICINITY MAP

**CERTIFICATE OF DEDICATION**

STATE OF WYOMING }  
 COUNTY OF NATRONA }<sup>SS</sup>  
 THE UNDERSIGNED, NATRONA COUNTY, DOES HEREBY CERTIFY THAT THEY ARE THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND BEING A PORTION OF LOT 9, ALL OF LOTS 10 & 11 AND A PORTION OF LOT 12, BLOCK 119, SHERIDAN HEIGHTS ADDITION, A PORTION OF A VACATED ALLEY IN BLOCK 119, SHERIDAN HEIGHTS ADDITION AND PORTIONS OF UNPLATTED LANDS IN THE SE1/4SW1/4 OF SECTION 3, T.33N., R.79W., 6TH P.M., KNOWN AS THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY WAREHOUSE LOTS 40 & 41 ALL SITUATE IN THE SE1/4SW1/4 OF SECTION 3, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PARCEL ALSO BEING THE NORTHWEST CORNER OF THE BRS ADDITION, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;  
 THENCE S11°02'43"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF THE BRS ADDITION, A DISTANCE OF 149.84 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;  
 THENCE S78°48'44"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 164.16 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;  
 THENCE N10°57'12"W, ALONG THE WEST LINE OF THE PARCEL, A DISTANCE OF 101.65 FEET TO AN ANGLE POINT IN THE WEST LINE, MONUMENTED BY A BRASS CAP;  
 THENCE N00°33'12"W, ALONG THE WEST LINE OF THE PARCEL, A DISTANCE OF 77.36 FEET TO THE NORTHWEST CORNER OF THE PARCEL, LOCATED ON THE SOUTH LINE OF EAST C STREET, MONUMENTED BY A BRASS CAP;  
 THENCE N89°20'21"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF EAST C STREET, A DISTANCE OF 152.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.609 ACRES, (26,524.655 S.F.), MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "SHERIDAN HEIGHTS ADDITION NO. 3" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. ALL STREETS AS SHOWN HEREON HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS  
 200 NORTH CENTER STREET  
 CASPER, WYOMING 82601

\_\_\_\_\_  
 BILL McDOWELL - CHAIRMAN

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BILL McDOWELL, CHAIRMAN OF THE NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

**NOTES**

1. ERROR OF CLOSURE EXCEEDS 1:107,568.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°41'49.930", AND THE COMBINED FACTOR IS 0.999775.
4. DISTANCES: U.S. SURVEY FEET/GROUND.

**APPROVALS**

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

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

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

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

**RECORDED**

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING }  
 COUNTY OF NATRONA }<sup>SS</sup>  
 I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN FEBRUARY 2014, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

A VACATION AND REPLAT OF A  
 PORTION OF LOT 9, ALL OF LOTS 10 & 11  
 AND A PORTION OF LOT 12, BLOCK 119,  
 SHERIDAN HEIGHTS ADDITION TO THE CITY OF CASPER  
 AND A PLAT OF PORTIONS OF THE  
 SE1/4SW1/4 OF SECTION 3, T.33N., R.79W., 6TH P.M.

**SHERIDAN HEIGHTS ADDITION NO. 3**

TO THE CITY OF CASPER, WYOMING  
 BEING A PORTION OF THE  
 SE1/4SW1/4 OF SECTION 3  
 T.33N., R.79W., 6TH P.M.  
 NATRONA COUNTY WYOMING  
 FEBRUARY, 2014

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

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

ORDINANCE NO. 16-14

AN ORDINANCE APPROVING A PLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE SHERIDAN HEIGHTS ADDITION NO. 3 IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat a portion of Lot 9, all of Lots 10 and 11, and a portion of Lot 12, Block 119, and a portion of a vacated alley within Block 119, Sheridan Heights Addition; and plat portions of the SE1/4SW1/4, Section 3, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming, to create Sheridan Heights Addition No. 3; and,

WHEREAS an application has been made to rezone the proposed Sheridan Heights Addition No. 3 from zoning classifications C-2 (General Business) and M-1 (Limited Industrial) to M-1 (Limited Industrial); 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, this platting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing held May 27, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve both the plat, with conditions, and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change, plat, and the Sheridan Heights Addition No. 3 Subdivision Agreement should be approved.

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

SECTION 1:

The above described zone change of the proposed Sheridan Heights Addition No. 3, from C-2 (General Business) and M-1 (Limited Industrial) to entirely M-1 (Limited Industrial) is hereby approved.

SECTION 2:

The plat creating the Sheridan Heights Addition No. 3, and the Sheridan Heights Addition No. 3 Subdivision Agreement, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said 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 \_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

June 25, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a vacation and replat of Lots 10 and 11 and Talon Drive, Mountain Plaza Addition No. 6 to create Wolf Creek Eight; and a zone change of proposed Lots 17 and 18, Wolf Creek Eight, from PUD (Planned Unit Development) and R-4 (High Density Residential) to entirely R-4 (High Density Residential).

Recommendation:

That Council, by ordinance, approve a vacation and replat of Lots 10 and 11 and Talon Drive, Mountain Plaza Addition No. 6 to create Wolf Creek Eight; and a zone change of proposed Lots 17 and 18, Wolf Creek Eight from PUD (Planned Unit Development) and R-4 (High Density Residential) to entirely R-4 (High Density Residential).

Summary:

Mesa Development, Inc. has applied to replat 19.75-acres, more or less, currently described as Lots 10 & 11 and Talon Drive in Mountain Plaza Addition No. 6, to create the Wolf Creek Eight Addition. The subject property is currently vacant, and is zoned R-4 (High Density Residential), with the exception of a small portion located in the vicinity of proposed Lots 17 and 18, as well as proposed Tract A, which are zoned PUD (Planned Unit Development). Land uses in the immediate area are an assisted living facility, a multi-family development, a Walmart Supercenter, Fort Caspar Academy Elementary School, and a single family residential development. The proposed replat is creating a 14.9-acre parcel and eighteen (18) residential lots from the remaining acreage, ranging in size from approximately 6,500 square feet to 11,000 square feet.

The applicants have also applied for a zone change of proposed Lots 17 and 18 to clarify the zoning because the lots are located in the transition between the existing R-4 (High Density Residential) district and the PUD (Planned Unit Development) district. Mixed zoning on individual lots is not permissible, so the zone change establishes that Lot 17 and 18 will be zoned R-4 (High Density Residential).

In a related item, the applicants have submitted a plat creating the Wolf Creek Nine Addition, which replats the 14.9-acre Tract A, and also annexes a small portion of unincorporated County land. In that annexations take significantly longer to process, the applicants have elected to separate their plats so that they can begin construction on the

lots in Wolf Creek Eight in the interim period that Wolf Creek Nine Addition is being processed.

The Planning and Zoning Commission approved the requested replat and zone change at their public hearing on May 27, 2014, and is forwarding a “do-pass” recommendation to the City Council. There were no public comments either for or against this case.

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

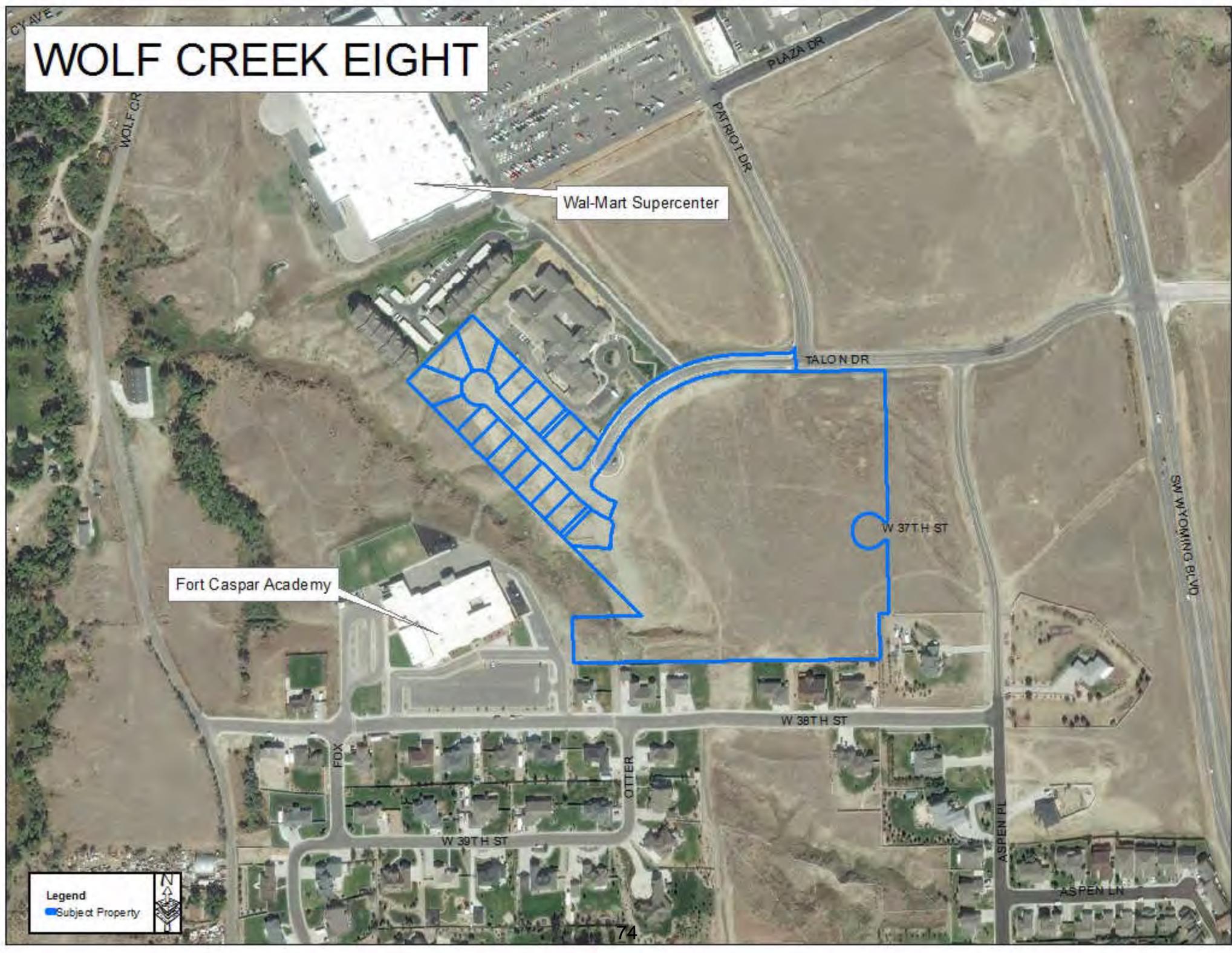
# WOLF CREEK EIGHT

Wal-Mart Supercenter

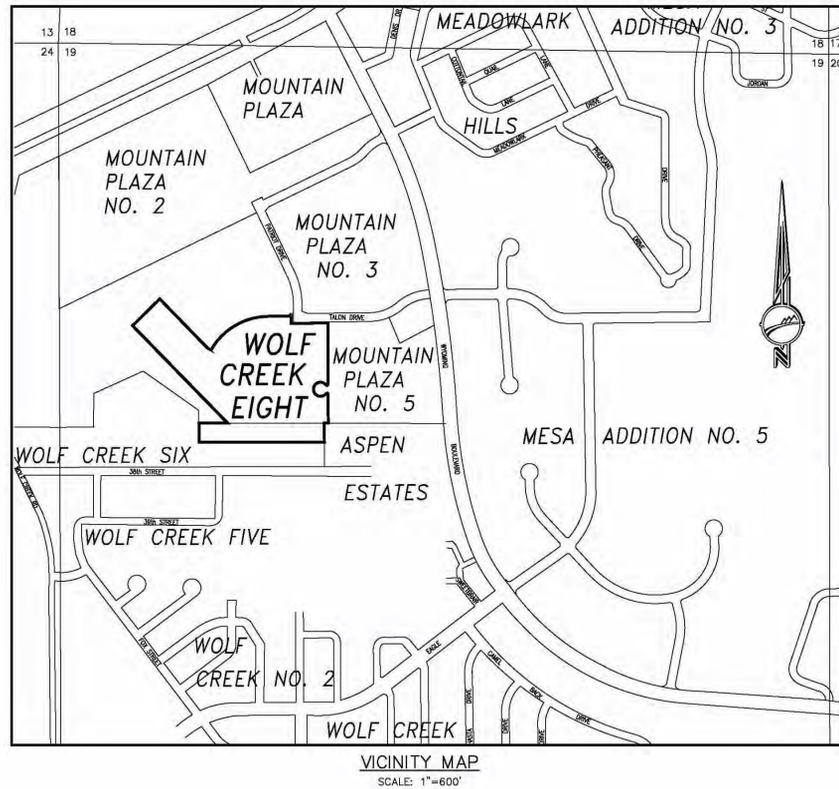
Fort Caspar Academy

Legend

- Subject Property



PLAT OF  
**"WOLF CREEK EIGHT"**  
 AN ADDITION TO THE CITY OF CASPER, WYOMING  
 A VACATION & REPLAT OF LOTS 10 & 11  
 AND TALON DRIVE IN MOUNTAIN PLAZA ADDITION NO. 6,  
 TO THE CITY OF CASPER, WYOMING  
 A SUBDIVISION OF PORTIONS OF  
 THE S1/2NW1/4 & N1/2SW1/4, SECTION 19  
 TOWNSHIP 33 NORTH, RANGE 79 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING  
 PAGE 1 OF 2



**APPROVALS**

APPROVED: Community Planning Commission of Casper, Wyoming this \_\_\_\_\_ day of \_\_\_\_\_, 2014 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary \_\_\_\_\_ Commission Chairman \_\_\_\_\_  
 APPROVED: City Council of the City of Casper, Wyoming by Ordinance No. \_\_\_\_\_ duly passed, adopted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Attest: \_\_\_\_\_ Mayor \_\_\_\_\_  
 City Clerk \_\_\_\_\_

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2014. City Engineer \_\_\_\_\_

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2014. City Surveyor \_\_\_\_\_

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public \_\_\_\_\_

**SURVEYORS CERTIFICATE**

I, Steve M. Castle, a Professional Land Surveyor, 6010, do hereby certify that this plat was made from notes taken during an actual survey made by me or under my direct supervision during the months of May, 2009 through April, 2014 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.

Steve M. Castle, 6010 L.S.

**CERTIFICATE OF DEDICATION**

Randall S. Hall, President of Mesa Development Inc. hereby certifies that they are the owners and proprietors of the foregoing vacation & replat of Lots 10 & 11 and Talon Drive in Mountain Plaza Addition No. 6, to the City of Casper, Wyoming a subdivision of portions of the S1/2NW1/4 & N1/2SW1/4, Section 19 Township 33 North, Range 79 West Sixth Principal Meridian Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southwesterly corner of the Parcel being described and the northwesterly corner of Lot 5, Block 3, Wolf Creek Six addition to the City of Casper and from which point the northeasterly corner of the NW1/4SW1/4 said Section 19 bears, N71°49'27"E, 428.23 feet; thence from said Point of Beginning and along the easterly line of Lot 4, Block 3, said Wolf Creek Six addition to the City of Casper, N0°02'32"E, 132.07 feet to a point in and intersection with the northerly line of said NW1/4SW1/4; thence along the northerly line of said NW1/4SW1/4, N89°47'06"E, 201.79 feet to a point; thence into the SW1/4NW1/4, said Section 19, N44°26'04"W, 959.35 feet to the southerly corner of Lot 8, Mountain Plaza Addition No. 6; thence along the southeasterly line of said Lot 8, Mountain Plaza Addition No. 6, N45°33'56"E, 268.76 feet to the westerly corner of Lot 9, Mountain Plaza Addition No. 6; thence along the southwesterly line of said Lot 9, Mountain Plaza Addition No. 6, S44°25'29"E, 513.13 feet to the southerly corner of said Lot 9, Mountain Plaza Addition No. 6 and the beginning of a non-tangential curve; thence along the southeasterly line of said Lot 8 & Lot 9 and the southerly line of Lot 8 & Lot 9, Mountain Plaza Addition No. 6, along the arc of a true curve to the right and having a radius of 475.00 feet, and the long chord of which bears N59°24'57"E, 480.57 feet, through a central angle of 60°46'41", 503.87 feet to a point of tangency; thence continuing along the southerly line of said Lot 5, Mountain Plaza Addition No. 6, N89°48'18"E, 137.75 feet to a point of a curve; thence along the arc of a true curve to the left and having a radius of 20.00 feet, and the long chord of which bears N44°48'03"E, 28.29 feet, through a central angle of 90°00'30", 31.42 feet to a point of tangency and a point in and intersection with the westerly right-of-way line of Patriot Drive; thence, S0°12'12"E, 70.00 feet to a point in and intersection with the southerly right-of-way line of Talon Drive; thence along the southerly right-of-way line of said Talon Drive, N89°48'18"E, 259.37 feet to the northwesterly corner of Lot 2, Mountain Plaza Addition No. 5 to the City of Casper; thence along the westerly line of Lot 2 and Lot 3, Mountain Plaza Addition No. 5 to the City of Casper, S0°11'42"E, 440.51 feet to the southwesterly corner of said Lot 3, Mountain Plaza Addition No. 5 to the City of Casper and a point in and intersection with the northerly right-of-way line of W. 37th Street and the beginning of a non-tangential curve; thence along the northerly right-of-way line of said W. 37th Street and along the arc of a true curve to the right and having a radius of 20.00 feet, and the long chord of which bears N65°11'51"W, 16.90 feet, through a central angle of 49°59'41", 17.45 feet to a point of a reverse curve; thence along the westerly right-of-way line of said W. 37th Street and along the arc of a true curve to the left and having a radius of 50.00 feet, and the long chord of which bears S0°11'42"E, 64.29 feet, through a central angle of 279°59'23", 244.34 feet to a point of a reverse curve; thence along the southerly line of said W. 37th Street and along the arc of a true curve to the right and having a radius of 20.00 feet, and the long chord of which bears N64°48'28"E, 16.90 feet, through a central angle of 49°59'41", 17.45 feet to the northwesterly corner of Lot 4, Mountain Plaza Addition No. 5 to the City of Casper, S0°11'42"E, 212.11 feet to the southwesterly corner of said Lot 4, Mountain Plaza Addition No. 5 to the City of Casper and a point in and intersection with the northerly line of Lot 3, Aspen Estates Addition to the City of Casper; thence along the northerly line of said Lot 3, Aspen Estates Addition to the City of Casper, N89°56'50"W, 28.42 feet to the northwesterly corner of said Lot 3, Aspen Estates Addition to the City of Casper; thence along the westerly line of said Lot 3, Aspen Estates Addition to the City of Casper, S0°36'32"E, 133.52 feet to the northeasterly corner of Lot 11, Block 3, Wolf Creek Six an addition to the City of Casper; thence along the northerly line of Lot 11, Lot 10, Lot 9, Lot 8, Lot 7, Lot 6 and Lot 5, Block 3, Wolf Creek Six an addition to the City of Casper, N89°57'37"W, 887.74 feet to said Point of Beginning and containing 19.75 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors. All streets as shown hereon are hereby or were previously dedicated to the use of the public. Utility easements as shown hereon are hereby reserved for the purposes of construction, operation and maintenance of utility lines, conduits, vaults, pedestals, and other utility appurtenances as required for the proper development of said subdivision. Sanitary easements as shown hereon are hereby reserved for the purposes of construction, operation and maintenance of sanitary sewer lines and manholes as required for the proper development of said subdivision. Storm sewer easements as shown hereon are hereby reserved for the purposes of construction, operation and maintenance of storm sewer lines and manholes as required for the proper development of said subdivision. Public access easements as shown hereon are hereby reserved for the purposes of construction, operation, maintenance and public use of pedestrian pathways as required for the proper development of said subdivision. Public access and storm sewer easements as shown hereon are hereby reserved for the purposes of construction, operation and maintenance of storm sewer lines, manholes and pedestrian pathways as required for the proper development of said subdivision.

**ACKNOWLEDGMENTS**

**MESA DEVELOPMENT INC.**  
**P.O. BOX 51568**  
**CASPER, WYOMING 82605**

RANDALL S. HALL, PRESIDENT

STATE OF WYOMING )  
 )SS  
 COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by RANDALL S. HALL, PRESIDENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness my hand and official seal.

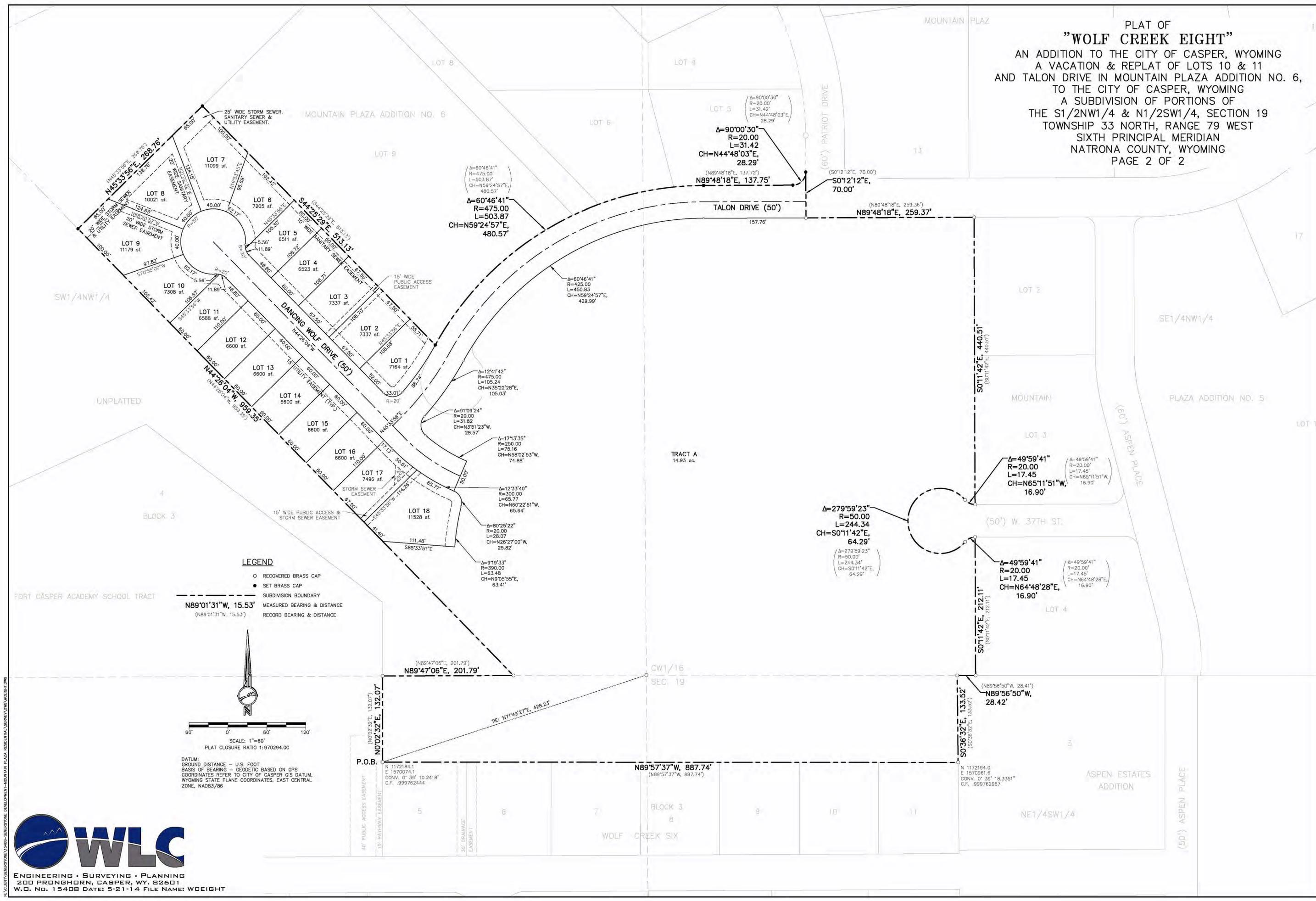
My commission expires: \_\_\_\_\_

NOTARY PUBLIC



**ENGINEERING • SURVEYING • PLANNING**  
 200 PRONGHORN, CASPER, WY. 82601  
 W.O. NO. 15408 DATE: 5-21-14 FILE NAME: WCEIGHT

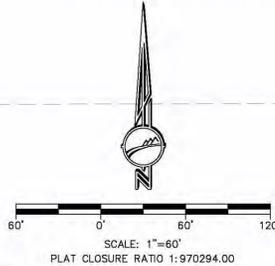
PLAT OF  
**"WOLF CREEK EIGHT"**  
 AN ADDITION TO THE CITY OF CASPER, WYOMING  
 A VACATION & REPLAT OF LOTS 10 & 11  
 AND TALON DRIVE IN MOUNTAIN PLAZA ADDITION NO. 6,  
 TO THE CITY OF CASPER, WYOMING  
 A SUBDIVISION OF PORTIONS OF  
 THE S1/2NW1/4 & N1/2SW1/4, SECTION 19  
 TOWNSHIP 33 NORTH, RANGE 79 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING  
 PAGE 2 OF 2



**LEGEND**

- RECOVERED BRASS CAP
- SET BRASS CAP
- SUBDIVISION BOUNDARY
- MEASURED BEARING & DISTANCE
- RECORD BEARING & DISTANCE

$N89^{\circ}01'31''W$ , 15.53'  
 (N89°01'31"W, 15.53')



DATUM:  
 GROUND DISTANCE - U.S. FOOT  
 BASIS OF BEARING - GEODETIC BASED ON GPS  
 COORDINATES REFER TO CITY OF CASPER GIS DATUM,  
 WYOMING STATE PLANE COORDINATES, EAST CENTRAL  
 ZONE, NAD83/86

**WLC**  
 ENGINEERING • SURVEYING • PLANNING  
 200 PRONGHORN, CASPER, WY. 82601  
 W.O. NO. 15408 DATE: 5-21-14 FILE NAME: WCEIGHT

ORDINANCE NO. 17-14

AN ORDINANCE APPROVING A REPLAT CREATING WOLF CREEK EIGHT, A SUBDIVISION AGREEMENT, AND ZONE CHANGE OF LOTS 17 AND 18 IN THE WOLF CREEK EIGHT ADDITION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Lots 10 and 11, and Talon Drive, Mountain Plaza Addition No. 6, to create the Wolf Creek Eight Addition; and,

WHEREAS an application has been made to rezone proposed Lots 17 and 18 in the Wolf Creek Eight Addition from zoning classifications PUD (Planned Unit Development) and R-4 (High Density Residential) to entirely R-4 (High Density Residential); and,

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

WHEREAS, the proposed replat and rezoning requires approval by ordinance, following a public hearing; and,

WHEREAS, after a public hearing held May 27, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat, and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change, replat and the Wolf Creek Eight Subdivision Agreement should be approved.

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

SECTION 1:

The replat of Lots 10 and 11, and Talon Drive, Mountain Plaza Addition No. 6, creating Wolf Creek Eight, and the Wolf Creek Eight Subdivision Agreement, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said agreement.

SECTION 2:

The zone change of Lots 17 and 18 in the Wolf Creek Eight Addition from PUD (Planned Unit Development) and R-4 (High Density Residential) to entirely R-4 (High Density Residential) is hereby approved.

SECTION 3:

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

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

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

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

APPROVED AS TO FORM:

*Wallace Tremblay*

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

June 25, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Public Hearing for consideration of a vacation and replat of Tract A, Wolf Creek Eight and Lots 2, 3 & 4 and West 37<sup>th</sup> Street, Mountain Plaza Addition No. 5; and an annexation and plat of a portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, comprising 1.467-acres, more or less, to create the Wolf Creek Nine Addition; and a rezoning of the proposed Wolf Creek Nine Addition to R-2 (One Unit Residential).

Recommendation:

That Council, by ordinance, approve the vacation and replat of Tract A, Wolf Creek Eight and Lots 2, 3 & 4 and West 37<sup>th</sup> Street, Mountain Plaza Addition No. 5; and an annexation and plat of a portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, comprising 1.467-acres, more or less, to create the Wolf Creek Nine Addition; and a rezoning of the proposed Wolf Creek Nine Addition to R-2 (One Unit Residential).

Summary:

Mesa Development, Inc. has applied to annex 1.467 acres, more or less, located west of the current terminus of Talon Drive. The property being annexed is being incorporated into a plat creating the Wolf Creek Nine Addition. The proposed Wolf Creek Nine Addition encompasses 20.18 acres and is creating a total of seventy-two (72) residential lots. The subject property consists of properties zoned Natrona County Zoning Classification C (Commercial) and City Zoning Classifications (PUD) Planned Unit Development, OB (Office Business), and C-2 (General Business). A zone change of the entire Wolf Creek Nine Addition to R-2 (One Unit Residential) has been requested by the applicant. Land uses in the immediate area include single-family residential, multi-family residential, an assisted living center, and an elementary school. The proposed lots range in size from approximately 7,200 square feet in size, up to 16,700 square feet in size. The minimum lot size in the R-2 (One Unit Residential) zoning district is 4,000 square feet.

The Planning and Zoning Commission approved four recommended conditions of approval, which are:

1. All lots with lot frontages on Talon Drive and Aspen Place shall face the homes/structures toward Gray Wolf Drive. Vehicular access to the lots from Talon Drive and Aspen Drive shall be prohibited.
2. Prior to final approval and the recording of the Wolf Creek Nine Addition plat, the applicant shall obtain the City Engineer's approval of a stormwater drainage study.
3. The plat creating the Wolf Creek Eight Addition must be approved and recorded prior to final approval and recording of Wolf Creek Nine Addition.
4. ~~The Gray Wolf Drive/Red Wolf Drive/Dancing Wolf Drive intersection shall be re-aligned so that Gray Wolf Drive and Red Wolf Drive are lined up directly across from each other, rather than offset.~~

Many of the lots in the Wolf Creek Nine Addition have frontage on streets in both the rear and the front yards. The first condition requires that structures face the interior street and restricts vehicular access for those lots so that there are no driveways along either Talon Drive or Aspen Place. The second recommended condition of approval requires that the applicants submit a drainage study for review and approval by the City Engineer.

In a related item, the applicants have submitted a plat creating the Wolf Creek Eight Addition. The Wolf Creek Nine Addition plat references and replats a portion of the Wolf Creek Eight Addition, Tract A. A recommended condition of approval for the Wolf Creek Nine Addition requires that Wolf Creek Eight Addition be approved and recorded prior to final approval of Wolf Creek Nine. In that annexations take significantly longer to process than a replat, the applicants have elected to separate their plats so that they can begin construction on the lots in Wolf Creek Eight in the interim period that the annexation and plat creating Wolf Creek Nine is being processed.

The fourth recommended condition required that the intersection of Gray Wolf Drive, Red Wolf Drive, and Dancing Wolf Drive be aligned, rather than offset as proposed. Offset intersections of less than three hundred (300) feet are generally not desirable because they create a conflict area of the roadway that has overlapping left-turning vehicles, where head-on collisions between turning vehicles are possible. Section 16.16.060(B)(7) of the Municipal Code prohibits street offsets of less than one hundred and twenty five (125) feet on local streets, in recognition of the traffic safety issues created by offset intersections. The City Council heard from the applicant at a work session on June 24, 2014 regarding their desire to offset the intersection. Council decided at the work session to waive the requirement to align the streets, per the applicant's wishes; therefore, Condition #4 has been stricken.

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

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City’s policy regarding future zoning and land use patterns. It also provides assurance and direction to property owners and the private development sector with respect to the desired development activity of specific areas. In this case, the Future Land Use Plan element of the 2000 Casper Area Comprehensive Land Use Plan identifies this area to be appropriately developed as “Single-Family (Low Density).” The proposed R-2 (One Unit Residential) zoning of the proposed Wolf Creek Nine Addition is consistent with the long-range plan for the development of this area.

The Comprehensive Land Use Plan establishes a list of visions, principles and goals to guide the City’s land use policies and decisions. With regard to the current proposal, the development of the area as proposed is supported by the following visions, principles and goals:

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

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

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

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

Principle K – Direct Growth to Encourage Infill and Redevelopment.

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

Principle Z – Provide for Adequate Attainable Housing.

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

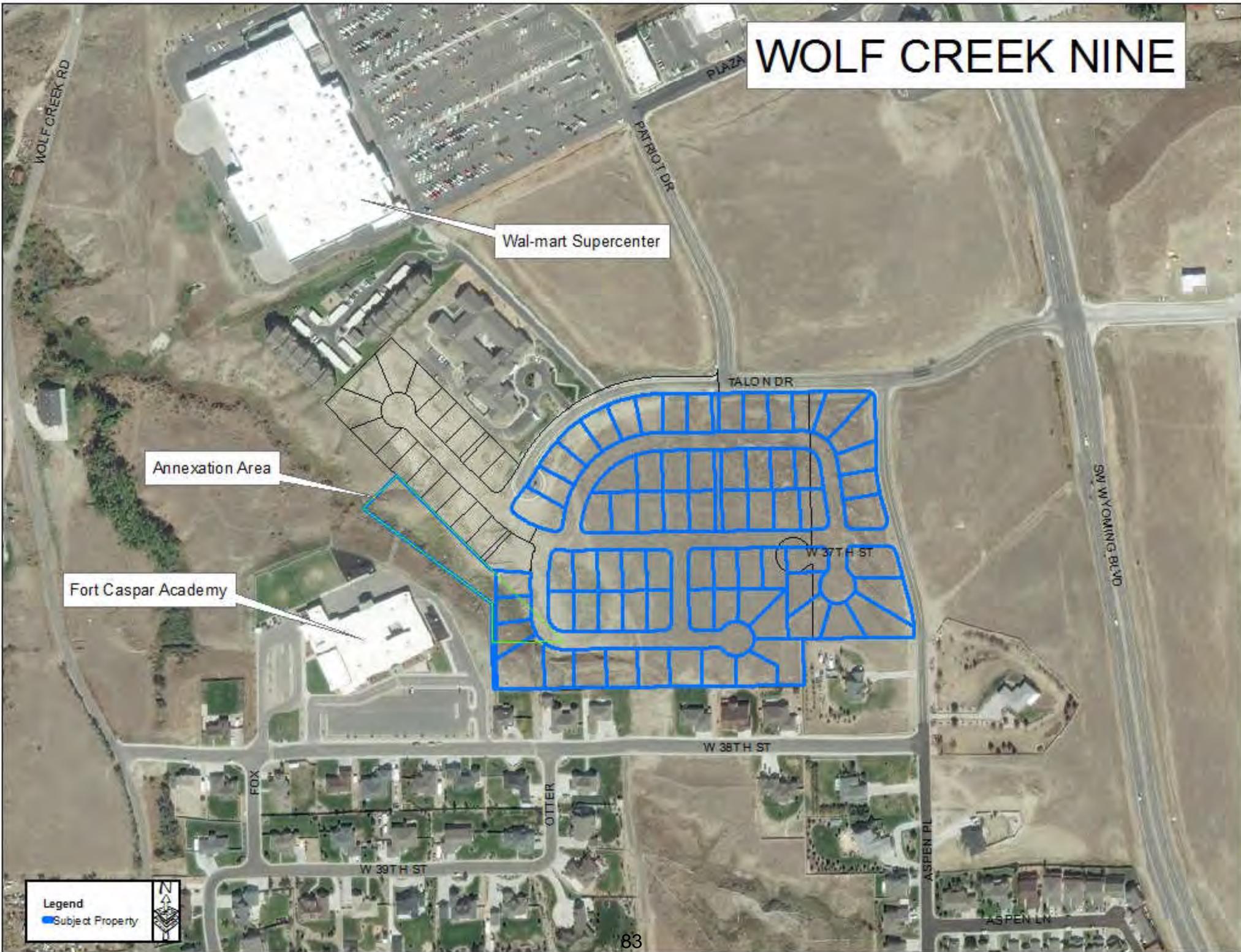
Goal 49 – Provide adequate land to meet anticipated housing needs.

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

- A. **Conventional site-built single-family dwellings** and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Day care, adult;
- C. Family child care home;
- D. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- E. Schools, public, parochial, and private elementary, junior and senior high;
- F. Neighborhood assembly uses;
- G. Neighborhood grocery;
- H. Group home;
- I. Church.

An ordinance and a subdivision agreement have been provided for Council's consideration.

# WOLF CREEK NINE



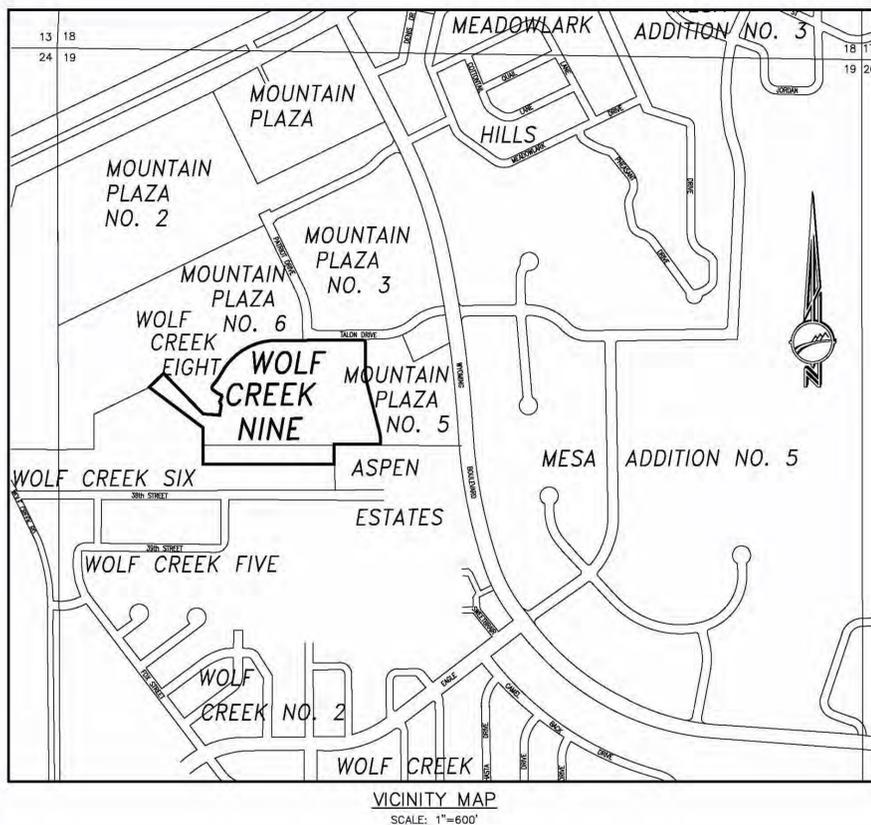
Wal-mart Supercenter

Annexation Area

Fort Caspar Academy

Legend  
■ Subject Property

**PLAT OF  
"WOLF CREEK NINE"**  
AN ADDITION TO THE CITY OF CASPER, WYOMING  
A VACATION & REPLAT OF TRACT A IN WOLF CREEK EIGHT,  
AN ADDITION TO THE CITY OF CASPER, WYOMING  
A VACATION & REPLAT OF LOTS 2 & 3 & 4 AND W. 37TH STREET  
IN MOUNTAIN PLAZA ADDITION NO. 5 TO THE CITY OF CASPER, WYOMING  
AND AN ANNEXATION OF A PORTION OF THE SW1/4NW1/4,  
SECTION 19, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M.  
AND BEING A SUBDIVISION OF PORTIONS OF  
THE S1/2NW1/4 & N1/2SW1/4, SECTION 19  
TOWNSHIP 33 NORTH, RANGE 79 WEST  
SIXTH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING  
PAGE 1 OF 2



**APPROVALS**

APPROVED: Community Planning Commission of Casper, Wyoming this \_\_\_\_\_ day of \_\_\_\_\_, 2014 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary \_\_\_\_\_ Commission Chairman \_\_\_\_\_  
APPROVED: City Council of the City of Casper, Wyoming by Ordinance No. \_\_\_\_\_ duly passed, adopted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Attest: \_\_\_\_\_ Mayor \_\_\_\_\_  
City Clerk \_\_\_\_\_

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2014. City Engineer \_\_\_\_\_

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2014. City Surveyor \_\_\_\_\_

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public \_\_\_\_\_

**SURVEYORS CERTIFICATE**

I, Steve M. Castle, a Professional Land Surveyor, 6010, do hereby certify that this plat was made from notes taken during an actual survey made by me or under my direct supervision during the months of May, 2009 through April, 2014 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.

Steve M. Castle, 6010 L.S.

**CERTIFICATE OF DEDICATION**

Randall S. Hall, President of Mesa Development Inc. hereby certifies that they are the owners and proprietors of the foregoing vacation & replat of Tract A in Wolf Creek Eight an addition to the City of Casper, Wyoming a vacation & replat of Lots 2 & 3 & 4 and W. 37th Street in Mountain Plaza Addition No. 5 to the City of Casper, Wyoming and an annexation of 1.467 acres of a portion of the SW1/4NW1/4, Section 19, Township 33 North, Range 79 West of the 6th P.M. and being a subdivision of portions of the S1/2NW1/4 & N1/2SW1/4, Section 19 Township 33 North, Range 79 West Sixth Principal Meridian Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southwesterly corner of the Parcel being described and the northwesterly corner of Lot 5, Block 3, Wolf Creek Six addition to the City of Casper and the southwesterly corner of said Tract A, Wolf Creek Eight and a point in the easterly line of Lot 4, Block 3, Wolf Creek Six addition to the City of Casper; thence from said Point of Beginning and along the westerly line of said Tract A, Wolf Creek Eight and the easterly line of said Lot 4, Block 3, Wolf Creek Six, N0°02'32"E, 132.07 feet to a point; thence continuing along the easterly line of said Lot 4, Block 3, Wolf Creek Six, N0°02'19"E, 112.79 feet to the northeasterly corner of said Lot 4, Block 3, Wolf Creek Six; thence along the northeasterly line of said Lot 4, Block 3, Wolf Creek Six, N53°14'28"W, 455.92 feet to the most northerly corner of said Lot 4, Block 3, Wolf Creek Six; thence, N45°33'56"E, 135.40 feet to a point in and intersection with the southwesterly line of Lot 12, Wolf Creek Eight; thence along the southwesterly line of Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Tract B and Lot 18, Wolf Creek Eight, S44°26'04"E, 383.72 feet to the southwesterly corner of said Lot 18, Wolf Creek Eight; thence along the southerly line of said Lot 18, Wolf Creek Eight, S85°33'51"E, 111.48 feet to the southeasterly corner of said Lot 18, Wolf Creek Eight and the beginning of a non-tangential curve; thence along the easterly line of said Lot 18, Wolf Creek Eight and the arc of a true curve to the right and having a radius of 390.00 feet, and the long chord of which bears N9°05'55"E, 63.41 feet, through a central angle of 91°9'33", 63.48 feet to a point of reverse curve; thence along the arc of a true curve to the left and having a radius of 20.00 feet, and the long chord of which bears N26°27'00"W, 25.82 feet, through a central angle of 80°25'22", 28.07 feet to a point in and intersection with the southerly right-of-way line of Dancing Wolf Drive; thence across said Dancing Wolf Drive, N23°20'19"E, 50.00 feet to a point in and intersection with the northerly right-of-way line of said Dancing Wolf Drive and the beginning of a non-tangential curve; thence along the northerly right-of-way line of said Dancing Wolf Drive and the arc of a true curve to the right and having a radius of 250.00 feet, and the long chord of which bears N58°02'53"W, 74.88 feet, through a central angle of 171°3'35", 75.16 feet to a point of compound curve; thence along the arc of a true curve to the right and having a radius of 20.00 feet, and the long chord of which bears N3°51'23"W, 28.57 feet, through a central angle of 91°09'24", 31.82 feet to a point in and intersection with the southerly right-of-way line of Talon Drive and a point of reverse curve; thence along the southerly right-of-way line of said Talon Drive and the arc of a true curve to the left and having a radius of 475.00 feet, and the long chord of which bears N35°22'28"E, 105.03 feet, through a central angle of 12°41'42", 105.24 feet to a point of reverse curve; thence along the arc of a true curve to the right and having a radius of 425.00 feet, and the long chord of which bears N59°24'57"E, 429.99 feet, through a central angle of 60°46'41", 450.83 feet to a point of tangency; thence, N89°48'18"E, 586.07 feet to the beginning of a curve; thence along the easterly line of Lot 2, Mountain Plaza Addition No. 5 addition to the City of Casper and along the arc of a true curve to the right and having a radius of 17.50 feet, and the long chord of which bears S45°11'47"E, 24.75 feet, through a central angle of 89°59'50", 27.49 feet to a point of tangency; thence along the westerly line of Aspen Place, S0°11'52"E, 194.32 feet to the beginning of a curve; thence along the westerly line of Aspen Place and the arc of a true curve to the left and having a radius of 330.00 feet, and the long chord of which bears S7°26'46"E, 83.27 feet, through a central angle of 14°29'48", 83.49 feet to a point of tangency; thence along the westerly line of Aspen Place, S14°41'40"E, 328.84 feet to the beginning of a curve; thence along the arc of a true curve to the right and having a radius of 270.00 feet, and the long chord of which bears S5°57'30"E, 82.02 feet, through a central angle of 17°28'20", 82.34 feet to a point of tangency; thence, S2°46'40"W, 9.48 feet to a point in and intersection with the northerly line of Lot 3, Aspen Estates Addition to the City of Casper; thence along the northerly line of said Lot 3, Aspen Estates Addition, N89°56'50"W, 315.46 feet to the northwesterly corner of said Lot 3, Aspen Estates Addition; thence along the westerly line of said Lot 3, Aspen Estates Addition, S0°36'32"E, 133.52 feet to the northeasterly corner of Lot 11, Block 3, of said Wolf Creek Six; thence along the northerly line of Lot 11, Lot 10, Lot 9, Lot 8, Lot 7, Lot 6 and Lot 5, Block 3 said Wolf Creek Six, N89°57'37"W, 887.74 feet to the Point of Beginning and containing 20.18 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors. All streets as shown hereon are hereby or were previously dedicated to the use of the public. Utility easements as shown hereon are hereby reserved for the purposes of construction, operation and maintenance of utility lines, conduits, vaults, pedestals, and other utility appurtenances as required for the proper development of said subdivision. Storm sewer easements as shown hereon are hereby reserved for the purposes of construction, operation and maintenance of storm sewer lines and manholes as required for the proper development of said subdivision. Public access easements as shown hereon are hereby reserved for the purposes of construction, operation and maintenance of pedestrian pathways as required for the proper development of said subdivision. Landscape and utility easements as shown hereon are hereby reserved for the purposes of construction, operation and maintenance of utility lines, conduits, vaults, pedestals, other utility appurtenances and decorative landscaping as required for the proper development of said subdivision. Tract A as shown hereon is hereby dedicated to the use of the public and is hereby reserved for the purposes of construction, operation and maintenance of a storm water detention reservoir, storm sewer piping and manholes, and a pedestrian pathway.

**ACKNOWLEDGMENT**

**MESA DEVELOPMENT INC.**  
P.O. BOX 51568  
CASPER, WYOMING 82605

RANDALL S. HALL, PRESIDENT

STATE OF WYOMING )  
 )SS  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by RANDALL S. HALL, PRESIDENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

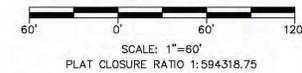
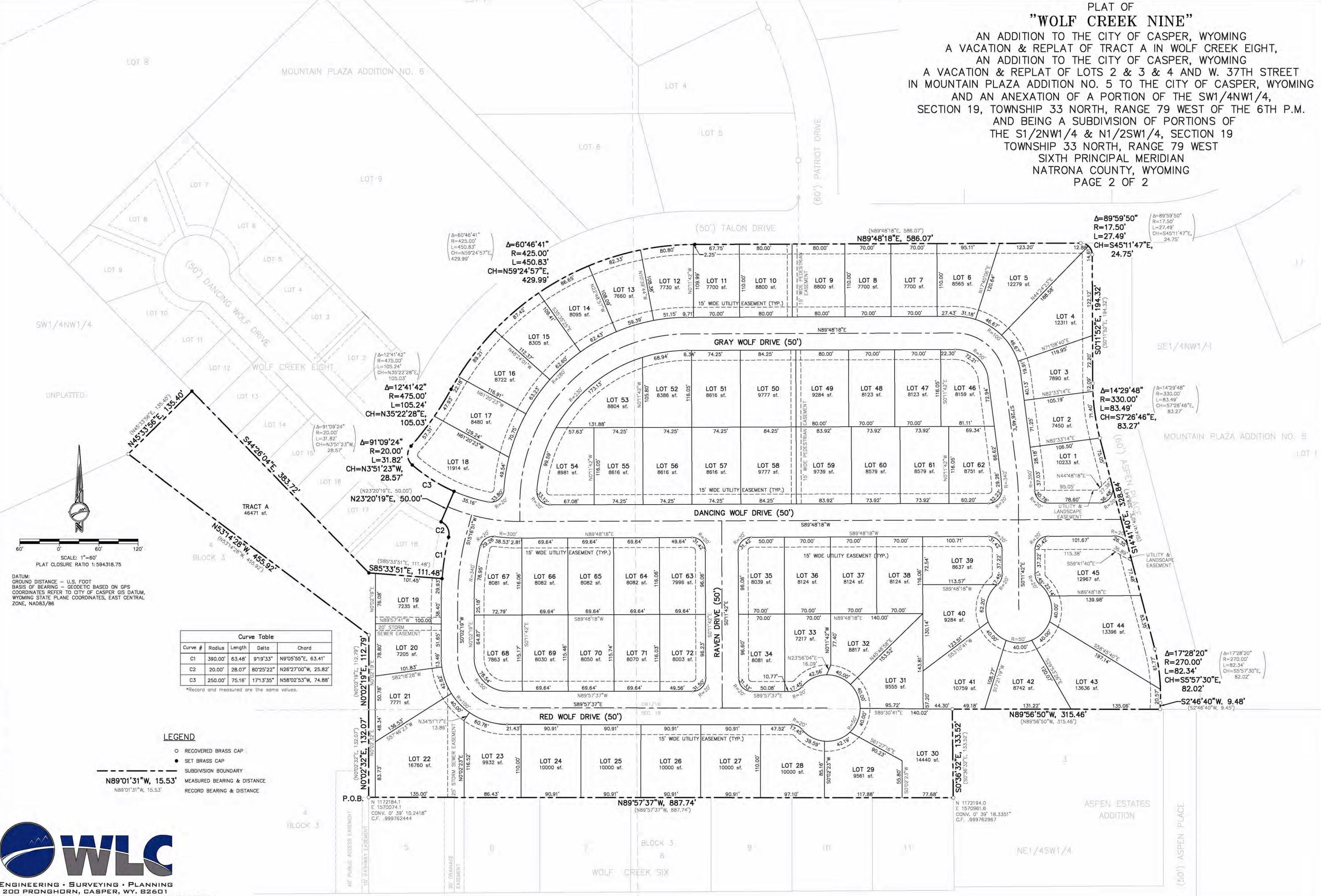
Witness my hand and official seal.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

PLAT OF  
"WOLF CREEK NINE"

AN ADDITION TO THE CITY OF CASPER, WYOMING  
A VACATION & REPLAT OF TRACT A IN WOLF CREEK EIGHT,  
AN ADDITION TO THE CITY OF CASPER, WYOMING  
A VACATION & REPLAT OF LOTS 2 & 3 & 4 AND W. 37TH STREET  
IN MOUNTAIN PLAZA ADDITION NO. 5 TO THE CITY OF CASPER, WYOMING  
AND AN ANEXATION OF A PORTION OF THE SW1/4NW1/4,  
SECTION 19, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M.  
AND BEING A SUBDIVISION OF PORTIONS OF  
THE S1/2NW1/4 & N1/2SW1/4, SECTION 19  
TOWNSHIP 33 NORTH, RANGE 79 WEST  
SIXTH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING  
PAGE 2 OF 2



SCALE: 1"=60'  
PLAT CLOSURE RATIO 1:594318.75

DATUM:  
GROUND DISTANCE - U.S. FOOT  
BASIS OF BEARING - GEODETIC BASED ON GPS  
COORDINATES REFER TO CITY OF CASPER GIS DATUM,  
WYOMING STATE PLANE COORDINATES, EAST CENTRAL  
ZONE, NAD83/86

Curve #	Radius	Length	Delta	Chord
C1	390.00'	63.48'	9°19'33"	N9°05'55"E, 63.41'
C2	20.00'	28.07'	80°25'22"	N26°27'00"W, 25.82'
C3	250.00'	75.16'	17°13'35"	N58°02'53"W, 74.88'

\*Record and measured are the same values.

- LEGEND**
- RECOVERED BRASS CAP
  - SET BRASS CAP
  - SUBDIVISION BOUNDARY
  - MEASURED BEARING & DISTANCE
  - RECORD BEARING & DISTANCE



200 PRONGHORN, CASPER, WY. 82601  
W.D. NO. 15408 DATE: 5-21-14 FILE NAME: WCNINE

ORDINANCE NO. 18-14

AN ORDINANCE APPROVING THE ANNEXATION OF A 1.467-ACRE PARCEL; A VACATION AND REPLAT OF TRACT A, WOLF CREEK EIGHT ADDITION, AND LOTS 2, 3 AND 4, AND WEST 37<sup>TH</sup> STREET, MOUNTAIN PLAZA ADDITION NO. 5, TO CREATE THE WOLF CREEK NINE ADDITION; AND A REZONING OF THE PROPOSED WOLF CREEK NINE ADDITION TO R-2 (ONE UNIT RESIDENTIAL); AND APPROVING THE WOLF CREEK NINE ADDITION SUBDIVISION AGREEMENT

WHEREAS, Mesa Development, Inc. has applied to annex a 1.467-acre portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming; and,

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

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

WHEREAS, Mesa Development, Inc. has applied to vacate and replat Tract A, Wolf Creek Eight Addition, and Lots 2, 3 and 4 and West 37<sup>th</sup> Street, Mountain Plaza Addition No. 5, together with the 1.467-acre parcel of property being annexed, to create the Wolf Creek Nine Addition; and,

WHEREAS, Mesa Development, Inc. has applied to rezone the proposed 20.18-acre Wolf Creek Nine Addition from Natrona County zoning classification C (Commercial) and City zoning classifications PUD (Planned Unit Development), OB (Office Business), and C-2 (General Business) to entirely R-2 (One Unit Residential); and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the vacation and plat creating the Wolf Creek Nine Addition, and the rezoning of the same as R-2 (One Unit Residential), following a public hearing held on May 27, 2014; and,

WHEREAS, the Casper City Council, at its Work Session on June 24, 2014, directed that the street alignment requirements found in Section 16.16.060(B)(7) of the Casper Municipal Code be waived to allow for an approximately seventy-five (75) foot offset between Gray Wolf Drive and Red Wolf Drive, where they intersect with Dancing Wolf Drive, located in the Wolf Creek Nine Addition.

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

SECTION 1:

The annexation of a 1.467-acre portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The vacation and plat creating the Wolf Creek Nine Addition, and the Wolf Creek Nine Subdivision Agreement, are hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said agreement.

SECTION 3:

The above described zone change of the Wolf Creek Nine Addition to R-2 (One Unit Residential) is hereby approved.

SECTION 4:

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

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

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

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

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

June 25, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Liz Becher, Community Development Director  
SUBJECT: Consideration of a replat creating the Heritage Hills Addition No. 3.

Recommendation:

That Council, by ordinance, approve a replat of Tracts A, B, and C, Heritage Hills Addition No. 2 to create the Heritage Hills Addition No. 3.

Summary:

Gaddis Custom Building, LLC has applied to replat 13.98-acres, described as Tracts A, B, & C, Heritage Hills Addition No. 2, to create the Heritage Hills Addition No. 3. The property is currently undeveloped, and is zoned R-2 (One Unit Residential). Land uses in the immediate area are all single-family residential. The proposed plat is creating twenty-six (26) residential lots, and a single 6.89-acre tract. The proposed lots range in size from 5,900 square feet up to 14,000 square feet. The minimum lot size in the R-2 zoning district is 4,000 square feet.

The Planning and Zoning Commission approved the replat at their May 27, 2014 public hearing, with the following four recommended conditions of approval:

1. Prior to the development of any of the lots located in Heritage Hills Addition No. 3, South Beverly Street shall be constructed, to standard City specifications as a collector street, to the south property line of proposed Lot 9. Prior to the development of any portion of proposed Tract A, South Beverly Street shall be extended to the south property line of Tract A.
2. South Beverly Street shall be constructed with five (5) foot wide detached sidewalks, with street trees (deciduous, shade) planted at a maximum spacing interval of forty (40) feet on center along the frontage. Interior (local) streets may be constructed with either standard City curbswalks, or detached walks, at the developer's option.
3. Prior to the issuance of building permits within the Heritage Hills Addition No. 3 for areas currently located in the Special Flood Hazard Area, the applicant shall complete the Letter of Map Revision (LOMR) process for the realignment of the drainage/floodplain through the subdivision.

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

The Heritage Hills Addition No. 2 was annexed and platted in the summer of 2013, and was proposed by the developer, at that time, to be constructed in multiple phases. The first phase consisted of twenty-two (22) lots, and the balance of the subdivision consisted of three (3) large tracts, Tracts A, B and C. As a condition of approval, South Beverly Street was required to be constructed at the time that any of the Tracts are developed. Therefore, the first condition requires the construction of South Beverly Street concurrent with the development of any of the lots in Heritage Hills Addition No. 3. The second recommended condition of approval requires that South Beverly Street be constructed as a collector street, with wider pavement, detached sidewalks and street trees, which is consistent with what was required with Heritage Hills Addition No. 2.

The third recommended condition of approval requires the applicant to complete the FEMA Letter of Map Revision (LOMR) process for the realignment of the drainage way through the subdivision. FEMA has designated a Flood Hazard Area through the subject property, which the applicants are planning to realign and narrow. Changes to the floodplain require the approval of FEMA. The fourth and final condition is that a multi-use pathway be constructed along the drainage for use by pedestrians and bicyclists, as well as for maintenance crews/vehicles when necessary.

There were no public comments either for or against the plat. An ordinance and a subdivision agreement have been prepared for Council's consideration.

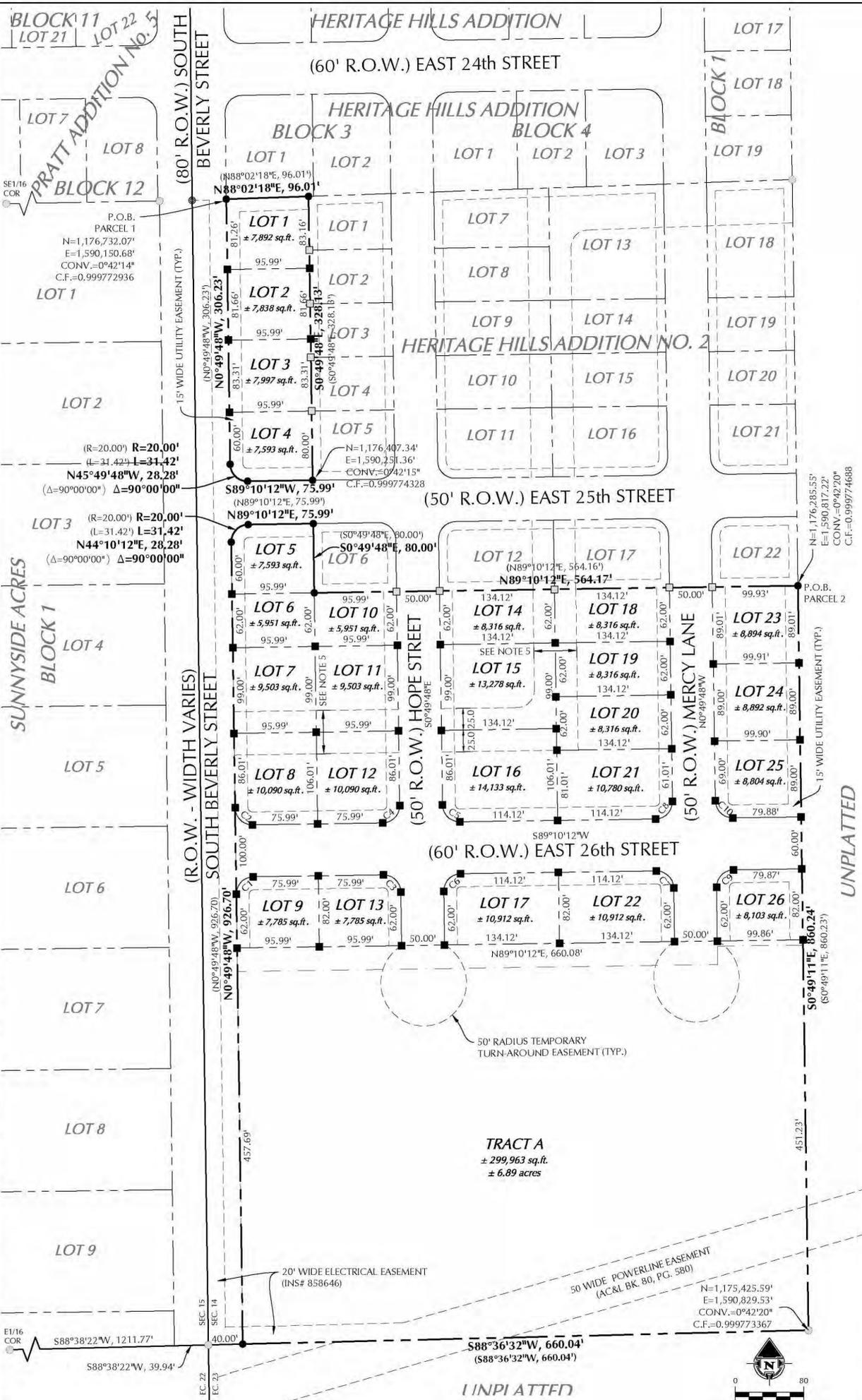
# HERITAGE HILLS ADDITION NO. 3



Heritage Hills Addition No. 2

Legend  
Subject Property





# FINAL PLAT OF "HERITAGE HILLS ADDITION No. 3"

TO THE CITY OF CASPER, WYOMING  
 BEING A VACATION AND REPLAT OF TRACT A, TRACT B, AND TRACT C OF HERITAGE HILLS No. 2, LOCATED IN AND BEING A PORTION OF THE W1/2SW1/4, SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

SCALE: 1"=80'

## CERTIFICATE OF DEDICATION

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

Parcel 1:  
 All of Tract C, Heritage Hills Addition No. 2 to the City of Casper, Wyoming, being more particularly described by metes and bounds as follows:  
 Beginning at an aluminum cap at the southwest corner of Lot 1, Block 3, Heritage Hills Addition to the City of Casper, Wyoming; thence along the south line of said Lot 1, Block 3, N88°02'18"E, 96.01 feet to an aluminum cap at the northwest corner of Lot 1, said Heritage Hills Addition No. 2; thence along the west line of Lot 1-5 of said Heritage Hills Addition No. 2, S0°49'48"W, 306.23 feet to an aluminum cap at the southwest corner of Lot 5 of said Heritage Hills Addition No. 2 and in the north right-of-way line of East 25th Street; thence along said north line of East 25th Street, S89°10'12"W, 75.99 feet to an aluminum cap at a point of curvature; thence 31.42 feet along the arc of a tangent curve to the right having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of N45°49'48"W, and a chord length of 28.28 feet to an aluminum cap in the east right-of-way line of South Beverly Street; thence along said east line of South Beverly Street, N0°49'48"W, 306.23 feet to the Point of Beginning and containing 0.72 acres, more or less.

Parcel 2:  
 All of Tracts A and B, Heritage Hills No. 2 Addition to the City of Casper, Wyoming, being more particularly described by metes and bounds as follows:  
 Beginning at an aluminum cap at the southeast corner of Lot 22, said Heritage Hills Addition No. 2; thence along the east line of the said Heritage Hills Addition No. 2, S0°49'11"E, 860.24 feet to a brass cap in the south line of said Section 14; thence along the south line of said Section 14, S88°36'32"W, 660.04 feet to an aluminum cap in the east right-of-way line of South Beverly Street; thence along said east line of South Beverly Street, N0°49'48"W, 926.70 feet to an aluminum cap at a point of curvature; thence 31.42 feet along the arc of a tangent curve to the right having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of N44°10'12"E, and a chord length of 28.28 feet to an aluminum cap in the south right-of-way line of East 25th Street; thence along said south line of East 25th Street, N89°10'12"E, 75.99 feet to an aluminum cap at the northwest corner of Lot 6, said Heritage Hills Addition No. 2; thence along the west line of said Lot 6, S0°49'48"E, 80.00 feet to an aluminum cap at the southwest corner of said Lot 6; thence along the south line of Lots 6, 12, 17, and 22, said Heritage Hills Addition No. 2, and across Hope Street and Mercy Lane, N89°10'12"E, 564.17 feet to the Point of Beginning and containing 13.26 acres, more or less.

The above described Parcels contain 13.98 acres, more or less, and are subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired.

The subdivision of the forgoing described land as it appears on this plat is with the free consent and in accordance with the desire of the above named owner and proprietor. The name of said subdivision shall be known as "Heritage Hills Addition No. 3", an addition to the City of Casper, Wyoming. The above named owner and proprietor does hereby dedicate all streets and roads shown hereon to the use of the public and grants to the public and private utility companies an easement and license to locate, construct, use and maintain conduits, lines, wires and pipes, any or all of them, under, along or across the strips of land marked as utility easements as shown on this plat. The above named owner and proprietor also grants an easement to locate, construct, use and maintain structures for the conveyance of storm water.

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

**STATE OF WYOMING )**  
**NATRONA COUNTY ) SS**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by:  
 Kristan M. Gaddis - Managing Member, Gaddis Custom Building, LLC

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires: \_\_\_\_\_

NOTARY PUBLIC

## APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

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

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

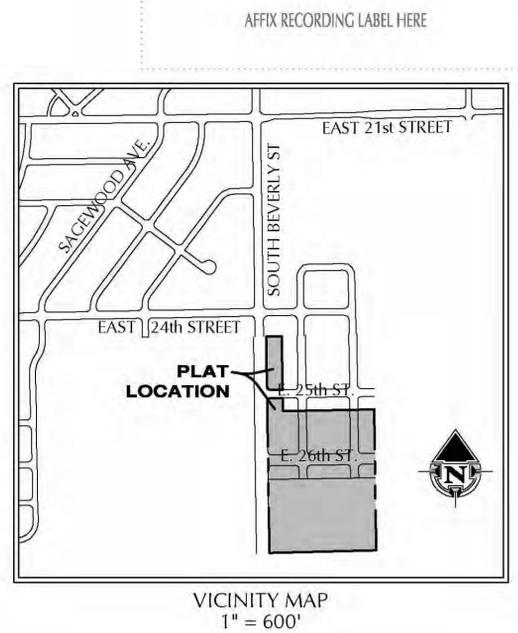
INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014. \_\_\_\_\_ CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014. \_\_\_\_\_ CITY SURVEYOR

## RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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



## CERTIFICATE OF SURVEYOR

I, Paul A. Heintz, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of "HERITAGE HILLS ADDITION No. 3" as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Casper regulations governing the subdivision of land.

**STATE OF WYOMING )**  
**NATRONA COUNTY ) SS**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by:  
 Paul A. Heintz, P.L.S.

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires: \_\_\_\_\_

NOTARY PUBLIC

## NOTES

- ERROR OF CLOSURE:  
 PARCEL 1 = 1:104.723  
 PARCEL 2 = 1:355.396
- BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983
- DISTANCES: U.S. SURVEY FOOT (GROUND)
- COORDINATES LISTED RELATE TO THE CITY OF CASPER DATUM
- 50' WIDE PUBLIC ACCESS, UTILITY AND DRAINAGE EASEMENT

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CH. BEARING	CH. LENGTH
C1	90°00'00"	20.00'	31.42'	N44°10'12"E	28.28'
C2	90°00'00"	20.00'	31.42'	S45°49'48"E	28.28'
C3	90°00'00"	20.00'	31.42'	S45°49'48"E	28.28'
C4	90°00'00"	20.00'	31.42'	S44°10'12"W	28.28'
C5	90°00'00"	20.00'	31.42'	S45°49'48"E	28.28'
C6	90°00'00"	20.00'	31.42'	S44°10'12"W	28.28'
C7	90°00'00"	20.00'	31.42'	N45°49'48"W	28.28'
C8	90°00'00"	20.00'	31.42'	N44°10'12"E	28.28'
C9	90°00'00"	20.00'	31.42'	S44°10'12"W	28.28'
C10	90°00'00"	20.00'	31.42'	N45°49'48"W	28.28'

LEGEND	
⊙	RECOVERED BRASS CAP
□	RECOVERED ALUMINUM CAP
⊙	RECOVERED CORNER AS NOTED
■	SET 5/8" REBAR W/ALUMINUM CAP
●	SET BRASS CAP
---	PLAT BOUNDARY
---	LOT LINES
---	EASEMENT LINES
---	MEASURED
---	RECORD

ENGINEERING • SURVEYING • CONSTRUCTION  
 OIL AND GAS COMPLIANCE • GIS MAPPING  
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672

FINAL PLAT OF  
**"HERITAGE HILLS ADDITION No. 3"**  
 TO THE CITY OF CASPER, WYOMING  
 BEING A VACATION AND REPLAT OF TRACT A, TRACT B, AND TRACT C OF HERITAGE HILLS No. 2,  
 LOCATED IN AND BEING A PORTION OF THE W1/2SW1/4, SECTION 14, TOWNSHIP 33 NORTH, RANGE 79  
 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

DATE: 5/19/2014  
 PROJECT #: 14-12  
 DRAWN BY: JRB  
 SHEET TITLE:  
 RECORD OF SURVEY  
 SHEET NUMBER  
**1 OF 1**

ORDINANCE NO. 19-14

AN ORDINANCE APPROVING THE VACATION AND REPLAT OF TRACTS A, B, AND C, HERITAGE HILLS ADDITION NO. 2 TO CREATE THE HERITAGE HILLS ADDITION NO. 3, AND APPROVING THE SUBDIVISION AGREEMENT FOR THE PROPOSED HERITAGE HILLS ADDITION NO. 3

WHEREAS, Gaddis Custom Building, LLC has applied to vacate and replat 13.98-acres, described as Tracts A, B, and C, Heritage Hills Addition No. 2, to create the Heritage Hills Addition No. 3; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the vacation and replat creating the Heritage Hills Addition No. 3 following a public hearing on May 27, 2014.

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

WHEREAS, because the vacation and replat involves public streets, it requires approval by ordinance following a public hearing; and,

WHEREAS, the governing body of the City of Casper finds that the vacation and replat creating the Heritage Hills Addition No. 3, and the Heritage Hills Addition No. 3 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 Heritage Hills Addition No. 3 Subdivision Agreement.

SECTION 2:

The vacation and replat of Tracts A, B, and C, Heritage Hills Addition No. 2 to create the Heritage Hills Addition No. 3 is hereby approved under the terms and conditions of the Heritage Hills Addition No. 3 Subdivision Agreement.

SECTION 3:

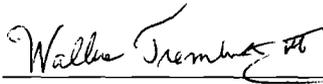
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

June 20, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director  
Joshua Bake, Urban Renewal Manager

SUBJECT: Amendment to the Casper Municipal Code pertaining to the parking regulations in the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) Form-Based Code.

Recommendation:

That Council, by ordinance, approve amending Chapter 17.94.100 of the Casper Municipal Code pertaining to the parking regulations in the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) Form-Based Code.

Summary:

The Old Yellowstone District and South Poplar Street Corridor Form-Based Code provides the regulatory framework for the redevelopment of a large portion of Casper's urban core, located generally between the "downtown" on the east, and the Platte River Commons on the west. The Form Based Code was the first of its kind for Wyoming, and when it was written it was understood that flexibility would be required, and periodic changes would be necessary, because markets change, and regulatory concepts must evolve. The Community Development Department has been approached by the Old Yellowstone District Advisory Committee requesting that the portion of the Form Based Code dealing with off-street parking requirements be revisited.

The downtown/urban core of most towns and cities consists of a much different development pattern than outlying areas. The downtown is, with few exceptions, the oldest portion of the town/city and was usually designed and constructed prior to modern development considerations favoring automobiles. Downtowns were traditionally constructed at a higher density than the newer, outlying portions of the community, and also consist of a much wider variety of uses, all located in a relatively compact area. As is the case in Casper, downtowns are almost always considered by the community to be a special place, with a unique sense of character. As such, downtown development regulations often must deviate significantly from the development regulations governing the other areas of a town/city to maintain the character of the area, and to ensure that new development is consistent with the old. In Casper, parking regulations are one example.

When a new development is proposed in most areas of Casper it is required to construct and maintain a minimum number of off-street parking spaces. Even prior to 2007, the Municipal Code only required that the area downtown provide off-street parking for new developments at a rate of fifty percent (50%) of what was required in the rest of Casper. However, in 2007 the City Council decided that the downtown parking requirements were still too onerous, and voted to eliminate all minimum off-street parking requirements in the C-3 (Central Business) zoning district, with the exception of residential uses and schools. Many towns and cities across the country have, likewise, eliminated their parking mandates in their downtowns as a way to reinforce the historic building pattern. It has been found that off-street parking mandates have the negative effect of stifling growth and investment in a downtown because of the scarcity of property available to devote to off-street parking. Unfortunately, when redevelopment in a downtown is proposed, historic structures are too often torn down in order to meet the City's parking mandates. In addition to the loss of historic structures, the downtown also loses its dense, pedestrian-friendly character, resulting in a "gap tooth" development pattern over time, with individual structures being separated by parking lots and driveways (gaps) rather than the historic pattern of a continuous row of retail businesses.

When the Old Yellowstone District Form Based Code was developed in 2008 and amended in 2009, it required that all new development provide a minimum number of off-street parking spaces, but also put a limit on the maximum number of spaces that could be constructed. The maximum parking restrictions were in recognition that having too much parking reduces building densities. Although the minimum/maximum parking requirements in the Old Yellowstone District were an attempted improvement of the City's standard parking requirements at the time, it has since been found to be too restrictive, and an impediment to the redevelopment and growth of the area. The Old Yellowstone District Advisory Committee has approached the City and requested that the OYD parking requirements be changed to mirror the City's current C-3 (Central Business) downtown parking requirements. If the Old Yellowstone District parking regulations were changed, it would mean the elimination of all mandated off-street parking requirements, with the exception of residential uses and schools. The proposed code amendment would encourage the movement to a market-based parking approach, whereby property owners would be free to tailor parking to the unique needs of each project. Successful developers understand that the market demands parking, and will ensure that it is provided, either on site, or off. In a downtown, dispersed, shared parking lots scattered throughout the area, is a preferable development pattern as compared to each building being required to provide its own parking lot. If the Old Yellowstone District is to be redeveloped as a continuation and extension of the historic downtown, then logically, it should be developed with similar flexibility in meeting parking needs.

The City's current C-3 (Central Business) parking regulations are shown below for the Council's reference. The provision of a minimum number of off-street parking spaces is not required in the downtown, except as noted for residential and school uses. For the purpose of determining the number of parking spaces required, a "dwelling unit" is defined as a complete, independent living, sleeping, eating, cooking, and sanitation facility for one family.

<b>Building Use</b>	<b>Parking Requirements</b>
Residential	1 parking space per dwelling unit.
Residential, condominium	0.56 parking space per dwelling unit.
Residential, high rise apartments	0.44 parking space per dwelling unit.
Residential, low/mid-rise apartments	0.61 parking space per dwelling unit.
Senior Citizen housing	0.16 parking space per dwelling unit.
Schools, senior high	0.25 parking space per student.
Schools, elementary and middle schools	0.19 parking space per the sum of the number of students plus the number of staff. On-street parking abutting the school grounds and any adjacent park land may be used to meet the off street parking required for the school.

The City's current OYDSPC Form Based Code parking regulations are shown below for the Council's reference. As stated above, staff recommends that the parking regulations below be eliminated, and the C-3 (Central Business) parking regulations (listed above) be adopted in the Old Yellowstone District.

<b>Building Use</b>	<b>Parking Requirements</b>
Bank	Minimum 0.60 spaces per 1,000 square feet.
Commercial Uses, Including Personal Services	Minimum 2.0 – maximum 3.0 parking spaces per 1,000 square feet of gross square feet leasable area. If under 1,000 square feet, a minimum of stalls shall be required.
Gas Station/Convenience	Minimum 1.0 space per 500 feet of gross floor area.
Hotel	Minimum 1.0 parking space per sleeping room, plus 1 space per employee on the smallest shift.
Office	Minimum 2.0 – maximum 2.9 spaces per 1,000 gross square feet building area.
Residential Stacked Flats, Courtyard, Mansion Apartment	Minimum 1.0 – maximum 2.0 parking spaces per dwelling unit.

Residential Tower	Minimum 0.80 – maximum 1.5 parking spaces per dwelling unit with .50 covered.
Residential - Rowhouse	Minimum 1.0 – maximum 2.0 spaces per dwelling unit with 1 covered.
Residential – 2 Flat Tandem	Minimum – maximum 4.0 parking spaces per dwelling unit.
Residential – Village Home	Minimum 1.0 – maximum 3.0 spaces per dwelling unit with 1 covered.
Residential – Senior/Active Adult	Minimum 0.5 – maximum 1.0 space per two sleeping rooms.
Restaurant/Nightclub	Minimum 7.0 – maximum 8.5 parking spaces per 1,000 gross square feet leasable area.

The Planning and Zoning Commission recommended approval of the aforementioned Code changes after a public hearing on May 27, 2014. There were no public comments.



ORDINANCE NO. 20-14

AN ORDINANCE AMENDING SECTION 17.94.100 OF THE CASPER MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS IN THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR (OYDSPC) FORM-BASED CODE.

WHEREAS, in June of 2008 the City Council adopted Chapter 17.94, the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) Form-Based Code, which provides the regulatory framework for the redevelopment of a large portion of Casper's urban core; and,

WHEREAS, as the City has continually implemented the OYDSPC Form-Based Code since 2008, it has been necessary at times to amend the regulations in order to allow flexibility in design reviews of new and/or potential projects; and,

WHEREAS, the minimum/maximum off-street parking regulations found in the OYDSPC Form-Based Code, found in Section 17.94.100 of the Municipal Code, have become an impediment to the redevelopment of the area, and the City proposes to eliminate the current parking standards and adopt the C-3 (Central Business) zoning district parking standards in the Old Yellowstone District and South Poplar Street Corridor; and,

WHEREAS, both the Planning and Zoning Commission and the Old Yellowstone District and South Poplar Street Corridor Architectural Review Committee have reviewed and approved the proposed amendment to the OYDSPC Form-Based Code; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Section 17.94.100 of the Casper Municipal Code pertaining to parking regulations in the OYDSPC (Old Yellowstone District and South Poplar Street Corridor).

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

SECTION 1:

Section 17.94.100 is hereby amended as follows:

17.94.100 Parking regulations.

- A. Off-street Parking Dimensions. Refer to Casper Municipal Code Section 17.12.070.
- B. Specific Requirement. Unless specified, requirements listed represent the ~~maximum~~ MINIMUM number of parking spaces ~~allowed~~ REQUIRED.

<b>Building Use</b>	<b>Parking Requirements</b>
Bank	Minimum 0.60 spaces per 1,000 square feet.
Commercial Uses, Including Personal Services	Minimum 2.0 — maximum 3.0 parking spaces per 1,000 square feet of gross square feet leasable area. If under 1,000 square feet, a minimum of stalls shall be required.
Gas Station/Convenience	Minimum 1.0 space per 500 feet of gross floor area.
Hotel	Minimum 1.0 parking space per sleeping room, plus 1 space per employee on the smallest shift.
Office	Minimum 2.0 — maximum 2.9 spaces per 1,000 gross square feet building area.
Residential Stacked Flats, Courtyard, Mansion Apartment	Minimum 1.0 — maximum 2.0 parking spaces per dwelling unit.
Residential Tower	Minimum 0.80 — maximum 1.5 parking spaces per dwelling unit with .50 covered.
Residential Rowhouse	Minimum 1.0 — maximum 2.0 spaces per dwelling unit with 1 covered.
Residential 2 Flat Tandem	Minimum — maximum 4.0 parking spaces per dwelling unit.
Residential Village Home	Minimum 1.0 — maximum 3.0 spaces per dwelling unit with 1 covered.
Residential Senior/Active Adult	Minimum 0.5 — maximum 1.0 space per two sleeping rooms.
Restaurant/Nightclub	Minimum 7.0 — maximum 8.5 parking spaces per 1,000 gross square feet leasable area.

<b>Building Use</b>	<b>Parking Requirements</b>
Residential	1 parking space per dwelling unit.
Residential, condominium	0.56 parking space per dwelling unit.
Residential, high rise apartments	0.44 parking space per dwelling unit.
Residential, low/mid-rise apartments	0.61 parking space per dwelling unit.
Senior Citizen housing	0.16 parking space per dwelling unit.
Schools, senior high	0.25 parking space per student.
Schools, elementary and middle schools	0.19 parking space per the sum of the number of students plus the number of staff. On-street parking abutting the school grounds and any adjacent park land may be used to meet the off street parking required for the school.

**SECTION 2:**

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

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 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:

Willie Tremblay

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

June 26, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, City Engineer  
Linda Witko, Assistant City Manager  
Michael Szewczyk, Information Technology Manager  
Denyse Wyskup, Regional GIS Administrator

SUBJECT: Digital plat data submission standards

Recommendation:

That Council, by ordinance, approve amending certain sections of Title 16 of the Casper Municipal Code pertaining to digital plat data submission standards.

Summary:

The organization of the Natrona Regional Geospatial Cooperative (NRGC) has made more data available, enabling citizens and employees of the participating agencies to make better decisions concerning development in the region. In an effort to standardize data submissions among the participating entities improved, standards are necessary. Establishing standards is not a new concept. Standards currently exist for the submission of plats. Changes in technology have brought new requirements to the process of maintaining the GIS database.

The changes to Title 16 of the municipal code will ensure that more specific requirements are met when submitting a subdivision plat, annexation maps or replat. These standards will help to facilitate the development of more efficient and accurate digital records. New standards will improve the efficiency in data collection and reduce duplication among different entities. Workflows are now evolving to streamline the review and approval process of subdivisions by transferring digital information between the involved parties.

Council is being asked to approve the new standards based on current industry standards for the GIS database

ORDINANCE NO. 14-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF  
TITLE 16 OF THE CASPER MUNICIPAL CODE PERTAINING  
TO DIGITAL PLAT DATA SUBMISSION STANDARDS.

WHEREAS, the City of Casper has identified a need to revise certain sections of the Casper Municipal Code pertaining to digital plat submissions; and,

WHEREAS, the City of Casper proposes to utilize the increase of digital mapping in both public and private organizations to facilitate the development of more efficient and accurate digital records; and,

WHEREAS, said digital plat submissions will improve the efficiency in data collection and reduce duplication among different entities; and,

WHEREAS, said digital plat submissions are consistent with digital standards being proposed for the submission of construction documents; therefore, assisting in providing consistent digital application standards within the City of Casper.

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

SECTION 1:

That Section 16.24.010 of the Casper Municipal Code, pertaining to final plats, is amended as follows:

- R. A digital copy of the subdivision plat, annexation map, or replat shall be submitted as part of the final plat requirement and shall be in ~~an AUTOCAD, ARC/INFO or ARCVIEW~~ A GEOGRAPHIC INFORMATION SYSTEM (GIS) OR COMPUTER AIDED DESIGN (CAD) format ~~that has been adopted by the city council, by resolution.~~
  1. File names shall be ~~a maximum of eight characters with the appropriate file type designator (DXF or E00) as the suffix characters. Files may be compressed into a zip file format~~ NAMED ACCORDING TO THE PLAT NAME WITH THE APPLICABLE EXTENSION.
    - a. ALL CAD FILES SHALL BE SUBMITTED IN .DWG FORMAT UTILIZING THE CAD TEMPLATE PROVIDED BY THE CITY OF CASPER. APPLICANTS MAY OBTAIN A COPY OF THE

CAD TEMPLATE FROM THE CITY PLANNING OFFICE OR VIA THE CITY OF CASPER WEBSITE.

- b. ALL GIS FILES SHALL BE SUBMITTED IN .SHP OR .GDB FORMAT, COMPATIBLE WITH THE CITY OF CASPER'S CURRENT GIS SOFTWARE, AND UTILIZING THE GIS TEMPLATE PROVIDED BY THE CITY OF CASPER. APPLICANTS MAY OBTAIN A COPY OF THE CITY OF CASPER GIS TEMPLATE FROM THE CITY PLANNING OFFICE OR VIA THE CITY OF CASPER WEBSITE.
2. ~~Each digital submission shall have a clearly defined layering convention in which all entities or drawing components of like type are grouped into distinct layers. At a minimum, the components that must be grouped into distinct layers are the subdivision boundary, street centerlines, street right-of-way, lot lines, easements, street names, lot dimensions, lot numbers and block numbers. Included with each DXF file shall be a list in an ASCII text file that contains the layer names used in the submitted file. Each layer name shall be followed with a description of the type of entity found on each layer~~ DIGITAL SUBMISSION SHALL BE INCLUDED WITH THE ORIGINAL APPLICATION, IN ADDITION TO, ANY SUBSEQUENT SUBMISSIONS REQUIRING MODIFICATION OF THE ORIGINAL DATA. ORIGINAL DATA SUBMISSION, MODIFICATIONS THEREOF, AND FINAL FORM APPROVAL OF THE PLAT, MUST INCLUDE THE FOLLOWING:
- a. ALL FEATURES IN LAYERING TEMPLATE, INCLUDING BUT NOT LIMITED TO: SUBDIVISION BOUNDARY LINES, LOT LINES, EASEMENT LINES, STREET RIGHTS-OF-WAY, THE POINT-OF-BEGINNING AND AT LEAST ONE OTHER CONTROL POINT, STREET CENTER LINES.
  - b. LOT EASEMENT AND SUBDIVISION BOUNDARY SHALL EITHER BE A CLOSED POLYLINE OR BE COMPOSED OF SINGLE LINES. ALL LOT, EASEMENT, AND BOUNDARY LINES SHALL BE BROKEN BY VERTICES ONLY AT LINE INTERSECTIONS, BEARING CHANGES OR THE START AND FINISH OF CURVES.
  - c. ALL STREET CENTERLINES AND EASEMENT LINES CAN ONLY BE BROKEN WHERE THE OBJECT STARTS OR ENDS. THERE MUST NOT BE GAPS IN CONTINUOUS LINES.
  - d. ALL LINE LENGTHS SHALL REPRESENT TRUE LENGTH. ALL ELEMENTS IN THE DRAWING SHALL RESIDE IN THE CORRECT COORDINATE SYSTEM.

- e. CAD BLOCKS MAY NOT CAUSE GAPS IN ANY LINE OR POLYLINE WHEN EXPORTED TO ONE OF THE SPECIFIED FILE FORMATS.
  - f. CLOSURE IS CRITICAL IN CONVERTING CAD ELEMENTS TO GIS FEATURES. ALL POLYGON FEATURES SHALL BE SNAPPED TO CLOSE AND POLYLINE FEATURES SHALL BE SNAPPED TO CONNECT TO EACH OTHER.
  - g. DRAWING TEXT SHALL BE LOCATED IN A SEPARATE ANNOTATION LAYER. ANNOTATION SHOULD INCLUDE TEXT SHOWING BEARING AND DIRECTION OF EACH LINE SEGMENT, CURVE DESCRIPTIONS (RADIUS, ARC LENGTH, DELTA, CHORD DIRECTION AND CHORD LENGTH) AND LOT AND BLOCK NUMBERS.
3. ~~Each digital submission shall show at least two corners with Wyoming state plane coordinates (X, Y and Z) in NAD 83 datum. The convergence angle and combination factor shall be shown on all final plats. The final plat will show a minimum of two corners with Wyoming State plane coordinates (X, Y, Z) in NAD 83/86 and NAVD88.~~ ALL DIGITAL SUBMISSIONS SHALL USE THE CITY COORDINATES SYSTEM. TABLE COORDINATES ARE NOT ACCEPTABLE. THE CITY'S COORDINATE SYSTEM IS:
- a. HORIZONTAL CONTROL: STATE PLANE WYOMING EAST CENTRAL ZONE NAD 1983/86.
    - i. LINEAR UNITS SHALL BE US SURVEY FEET.
    - ii. REFERENCE EPOCH MUST BE DEFINED.
  - b. VERTICAL COORDINATE SYSTEM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
  - c. ALL ELEVATION POINTS SHALL BE DELIVERED IN EITHER AN ESRI (.SHP OR .GDB), CAD (.DWG), OR AS A SINGLE COMMA-DELIMITED ASCII TEXT FILE. EACH LINE OF THE FILE SHALL CONTAIN VALUES FOR A SINGLE POINT UTILIZING THE CITY'S COORDINATE SYSTEM FOLLOWING THE SPECIFIED FORMAT: EASTING, NORTHING, ELEVATION, AND LOCATION DESCRIPTION/CODE.
  - d. A MINIMUM OF TWO CONTROL POINTS SHALL BE INCLUDED ON ALL SUBMITTED PLATS. EACH CONTROL POINT WILL INCLUDE NORTHING, EASTING, ELEVATION, CONVERGENCE ANGLE, AND COMBINED FACTOR

VALUES. PUBLIC LAND SURVEY SYSTEM (PLSS)  
MONUMENTS ARE DESIRABLE, BUT NOT REQUIRED.

4. ~~In the event that an applicant does not have the means to submit a digital plat or map, the city shall perform the work to convert a plat into a digital format for the applicant for a fee established by resolution of the city council~~ GIS DATA SHALL ALSO INCLUDE METADATA CREATED CONFORMING WITH THE STANDARDS SPECIFIED BY THE FEDERAL GEOGRAPHIC DATA COMMITTEE (FGDC) AND IN .PDF OR A TEXT BASED FILE FORMAT. METADATA SHALL BE PROVIDED IN KEEPING WITH FGDC GUIDANCE AND MAY BE OBTAINED FROM THE CITY PLANNING OFFICE OR VIA [HTTP://WWW.FGDC.GOV/METADATA/DOCUMENTS/METADATAQUICKGUIDE.PDF](http://www.fgdc.gov/metadata/documents/metadataquickguide.pdf).
5. DIGITAL SUBMISSION SHALL ALSO INCLUDE .PDF OF THE LOT CLOSURE REPORT REQUIRED PER SECTION 16.24.010(G)(1)(2) OF THE CASPER MUNICIPAL CODE.
6. DATA SHALL BE VIA THE CITY'S FTP SITE, EMAIL, OR OTHER DIGITAL DEVICE.
7. THE SUBMITTING PARTY WILL BE RESPONSIBLE FOR CORRECTIONS AND DELIVERING FINAL DIGITAL DATA TO THE CITY PRIOR TO RECORDING OF THE FINAL PLAT.
8. IF THE APPLICANT FAILS TO SUBMIT DIGITAL DATA IN ACCORDANCE WITH THIS SECTION WITHIN THIRTY (30) DAYS OF SUBSTANTIAL COMPLETION OF CONSTRUCTION, THEN THE CITY MAY, AT ITS OPTION, DO ANY OR ALL OF THE FOLLOWING: AFTER WRITTEN NOTICE TO THE APPLICANT OF ANY DIGITAL RECORDS WHICH HAVE NOT BEEN COMPLETED OR PROPERLY SUBMITTED, AND UPON APPLICANT'S FAILURE TO CURE THE SAME WITHIN THIRTY (30) DAYS, THE CITY MAY COMPLETE THE DIGITAL RECORDS ON ITS OWN, OR HIRE A THIRD PARTY TO DO SO. THE APPLICANT SHALL TO PAY TO THE CITY ANY AND ALL COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS AND LITIGATION COSTS) RESULTING THEREFROM UPON DEMAND BY THE CITY. THE REMEDIES PROVIDED IN THIS SECTION ARE IN ADDITION TO ANY OTHER REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, OR WHICH THE CITY MAY OTHERWISE HAVE AT

LAW OR IN EQUITY, AND ARE NOT A LIMITATION UPON THE SAME.

SECTION 2:

That Section 16.25.050(O) of the Casper Municipal Code, pertaining to minor boundary adjustment plats, is amended as follows:

Upon approval of the boundary adjustment and prior to its recording, the applicant shall submit a digital format of the plat ~~in a computer-aided drafting (CAD) format compatible with the city of Casper's CAD system~~ PER SECTION 16.24.010(R) OF THE CASPER MUNICIPAL CODE.

SECTION 3:

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

PASSED on 1st reading the 17<sup>th</sup> day of June, 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:

Walter Trent

ATTEST:

V. H. McDonald

V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

Paul L. Meyer

Paul L. Meyer  
Mayor

June 26, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, City Engineer  
Linda Witko, Assistant City Manager  
Michael Szewczyk, Information Technology Manager  
Denyse Wyskup, Regional GIS Administrator

SUBJECT: As built data submission standards

Recommendation:

That Council, by ordinance, approve amending certain sections of Title 13 and 16 of the Casper Municipal Code pertaining to digital as-built submission standards.

Summary:

The organization of the Natrona Regional Geospatial Cooperative (NRGC) has made more data available, enabling citizens and employees of the participating agencies to make better decisions concerning development in the region. In an effort to standardize data submissions among the participating entities, improved standards are necessary. Establishing standards is not a new concept. Standards currently exist for the submission of plats. Changes in technology have brought new requirements to the process of maintaining the GIS database.

The changes to Title 16 of the municipal code will ensure that more specific requirements are met when submitting construction and record documents. These standards will help to facilitate the development of more efficient and accurate digital records. New standards will improve the efficiency in data collection and reduce duplication among different entities. Workflows are now evolving to streamline the review and approval process of subdivisions by transferring digital information between the involved parties.

Council is being asked to approve the new standards based on current industry standards for the GIS database.

ORDINANCE NO. 15-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE 13 AND 16 OF THE CASPER MUNICIPAL CODE PERTAINING TO DIGITAL AS-BUILT DATA SUBMISSION STANDARDS.

WHEREAS, the City of Casper has identified a need to revise certain sections of the Casper Municipal Code pertaining to digital as-built submissions; and,

WHEREAS, the City of Casper proposes to utilize the increase of digital mapping in both public and private organizations to facilitate the development of more efficient and accurate digital records; and,

WHEREAS, said digital as-built submissions will improve the efficiency in data collection and reduce duplication among different entities; and,

WHEREAS, said digital as-built submissions are consistent with digital standards being proposed for the submission of construction and record documents; therefore, assisting in providing consistent digital application standards within the City of Casper.

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

SECTION 1:

That Section 13.49.290 of the Casper Municipal Code, pertaining to urban stormwater quality management and discharge control is omitted in its entirety.

SECTION 2:

That Section 16.16.020 of the Casper Municipal Code, pertaining to general engineering principles for Casper streets and utilities, is amended as follows:

V. Survey Requirements.

1. General.

- a. Provide all necessary survey required for the proposed work. All engineering surveys required for the planning, design, and construction of infrastructure and appurtenances, including detailed layout and staking for installation, shall be the responsibility of the person, firm, or corporation requesting or receiving the permit to construct. Such surveys shall be made or performed by a

professional engineer or land surveyor licensed to practice in the state of Wyoming.

2. Datum. All elevations shown on plans or drawings, or referred to in the specifications, shall be REFERENCED TO NAVD 88(GEOID12A) AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY. ~~Referred to the elevation above mean sea level, as established by the National Geodetic Survey. The datum used shall not be an assumed elevation, or arbitrary designation of an elevation not corresponding to correct datum.~~
3. Survey data shall be compatible with the City of Casper GIS and CAD INFRASTRUCTURES, ALL DATA MUST BE HORIZONTALLY REFERENCED TO NAD 83(86) STATE PLANE EAST CENTRAL ZONE, SURVEY FEET AT GRID. ~~geographic information systems using state plane coordinates (NAD 83/86 East Central).~~
4. EACH DIGITAL SUBMISSION SHALL SHOW AT LEAST FOUR CORNERS WITH WYOMING STATE PLANE COORDINATES (X, Y AND Z) IN NAD 83 DATUM. THE CONVERGENCE ANGLE AND COMBINATION FACTOR SHALL BE SHOWN ON ALL FINAL DRAWINGS.

#### DD. ~~Construction Documents.~~

1. General. Construction documents shall consist of drawings representative of the work to be performed, general and special provisions, and technical specifications. THE CITY OF CASPER WILL LEVERAGE THE INCREASED USE OF DIGITAL MAPPING IN PUBLIC AND PRIVATE ORGANIZATION TO FACILITATE THE DEVELOPMENT OF MORE EFFICIENT AND ACCURATE DIGITAL RECORDS. IN ADDITION TO STANDARD PAPER DOCUMENTS, THE OWNER/CONTRACTOR/ENGINEER/DEVELOPER WILL SUBMIT DIGITAL DRAWINGS OF ALL SUBDIVISIONS, SITE CONSTRUCTION, BUILDING CONSTRUCTION OR OTHER CONSTRUCTION THAT MODIFIES EXISTING UTILITY OR TRANSPORTATION INFRASTRUCTURE OR INCLUDES THE ADDITION OF AFOREMENTIONED INFRASTRUCTURE. TO EXPEDITE THE REVIEW OF SUBMISSIONS, THE CITY OF CASPER REQUESTS APPLICABLE DIGITAL DATA BE DELIVERED IN COMPUTER AIDED DESIGN (CAD) AND GEOGRAPHIC INFORMATION SYSTEM (GIS) FORMATS AS DESCRIBED IN THE BELOW REQUIREMENTS. TO OBTAIN A COPY OF THE GIS DATA OR CAD (DWS or DWT) TEMPLATES CONTACT THE CITY OF CASPER ENGINEERING OR GIS DEPARTMENTS.
2. Construction ~~Drawings~~ DOCUMENTS.
  - a. Construction drawings shall contain sufficient detail and information to determine construction costs and to construct the improvements. Standard drawing sheet size

shall be thirty-four inches by twenty-two inches. "Half size" (seventeen inches by eleven inches) plan sheets may be used, provided all information on the drawings is legible.

- b. Plan and profile sheets shall have a horizontal scale not less than one inch equals fifty feet, and an appropriate vertical scale. Drawings shall accurately represent the extent of infrastructure improvements and appurtenances (e.g., service lines and manholes) and utility conflict locations.
- c. Plan information shall include street alignment; parcel lines; right-of way; proposed back of sidewalk, street centerline; curb and gutter or curbside, demolition and salvage; proposed alignments of water lines and sewer lines; existing underground utilities; length and grade of pipes; pipe material and size; location of manholes, valves, and fire hydrants; pavement rehabilitation; and any other work relevant to the project.
- d. Profile information shall include estimated depths of existing underground utilities and alignments of proposed utilities. Proposed underground utilities shall include grades, stationing, and lengths.
- e. Preliminary, final, and record drawings shall be in computer-aided drafting format. Digital format shall be compatible with the city's CAD system.
- f. Two copies of the "draft" construction drawings and project manuals shall be submitted to city engineering office staff for review.
- g. A traffic control plan in construction drawings, at an appropriate scale shall be included. The plan shall depict phased construction of the project to minimize inconvenience to local traffic and homeowners, as necessary.

#### 8. Record Documents.

- a. Consultant shall provide to the city of Casper record drawings showing those changes made during the construction process, based on the consultant's observation, marked-up prints, drawings, and other data furnished by the contractor.
- b. Within thirty days of substantial completion of construction, developer or engineer shall submit one hard copy and one copy in digital PDF format VIA THE CITY'S FTP SITE, EMAIL, OR OTHER APPROVED DIGITAL DEVICE. The hard copy shall be on EITHER THIRTY-four inches by ~~thirty-six~~ TWENTY-TWO inches OR SEVENTEEN INCHES BY ELEVEN INCHES reproducible four-mil mylar. The digital copy MUST be in AutoCAD AND GIS formats. ~~on properly labeled CDs.~~ CAD DIGITAL DELIVERABLES MUST BE COMPATIBLE WITH THE CITY OF CASPER'S CURRENT AUTOCAD SOFTWARE, AND UTILIZING THE CAD (DWT) TEMPLATE PROVIDED BY THE CITY OF CASPER. APPLICANTS MAY OBTAIN A COPY OF THE CITY OF CASPER CAD TEMPLATE FROM THE CITY ENGINEERING OFFICE OR VIA THE CITY OF CASPER WEBSITE.
- c. ALL CAD DATA DEVELOPED FOR RECORD DOCUMENTS MUST BE SUBMITTED TO THE CITY OF CASPER ENGINEERING OFFICE WITHIN THIRTY DAYS OF SUBSTANTIAL COMPLETION. ALL SUBMITTED CAD DATA MUST ADHERE TO THE NATIONAL CAD STANDARD (NCS)

VERSION 5 LAYERING CONVENTION. APPLICANTS MAY OBTAIN A COPY OF THE CITY OF CASPER CAD (DWS) STANDARDS FILE FROM THE CITY ENGINEERING OFFICE OR VIA THE CITY OF CASPER WEBSITE.

- d. THE FILE NAMING CONVENTION FOR ALL DIGITALLY SUBMITTED CAD OR GIS DATA SHALL BE NAMED ACCORDING TO PLAN/PROJECT NAME FOLLOWED BY DRAWING DESIGNATION (PRELIMINARY, FINAL, RECORD), DATE DELIVERED, WITH THE EXTENSION .DWG FOR CAD TYPE, .SHP(PLUS RELATED FILES) FOR SHAPEFILE, AND .GDB FOR FILE GEODATABASES.
- e. CAD AND GIS DIGITAL DELIVERABLES MUST ADHERE TO FUNDAMENTAL TOPOLOGIC AND CARTOGRAPHIC RULES INCLUDING BUT NOT LIMITED TO: POINTS MUST BE CONNECTED TO LINES AND LINES MUST BE BROKEN AT INTERSECTIONS WITH POINTS.
- f. WITHIN THIRTY DAYS OF SUBSTANTIAL COMPLETION OF CONSTRUCTION, DEVELOPER OR ENGINEER MUST SUBMIT VIA FTP, EMAIL, OR OTHER DIGITAL DEVICE A GIS ~~GPS~~ digital file compatible with the city of Casper GIS INFRASTRUCTURE showing all new improvements shall WILL be provided with the record documents INCLUDING BUT NOT LIMITED TO: TRANSPORTATION, TRAFFIC, RECREATION, AND UTILITY RELATED FEATURES. TO OBTAIN A COMPREHENSIVE LISTING OF FEATURES OR A COPY OF THE FEATURE SCHEMAS INCLUDED WITHIN THE CITY OF CASPER GIS DATABASE CONTACT THE GIS OFFICE. FOR INCLUSION IN THE CITY OF CASPER GIS INFRASTRUCTURE ALL DATA MUST BE HORIZONTALLY REFERENCED TO NAD 83(86) STATE PLANE EAST CENTRAL ZONE, SURVEY FEET AT GRID AND ALL VERTICAL MEASURES WILL BE REFERENCED TO NAVD 88(GEOID12A). ~~Include coordinates for all new surface features such as trees, pedestrian lighting, traffic signals, signs, water valves, curb stops, hydrants, sanitary sewer and storm sewer utilities. State plane coordinates (NAD 83/86 East Central) for inclusion in the GIS mapping shall be utilized. The consultant shall work with the city of Casper GIS coordinator to ensure the data collected can be downloaded to the GIS. Accuracy requirements are +/-1.25 feet horizontal.~~
- g. THE OWNER/SUBDIVIDER/ENGINEER/CONTRACTOR WILL PROVIDE RECORD DRAWINGS, SIGNED AND STAMPED BY THE ENGINEER DEPICTING THE ACTUAL CONFIGURATION AND CONDITIONS AFTER CONSTRUCTION. RECORD DRAWINGS SHALL INCLUDE LOCATION AND ELEVATIONS FOR ALL UTILITY AND TRANSPORTATION INFRASTRUCTURE. ONE SET OF REPRODUCIBLE RECORD DRAWINGS ON MYLAR AND ONE SET IN DIGITAL FORMAT, IN ADDITION TO, COMPATIBLE DIGITAL CAD AND GIS FORMATS THAT ADHERE TO THE CITY'S DRAFTING AND GIS PROGRAMS SHALL BE PROVIDED TO THE CITY ENGINEER'S OFFICE PRIOR TO THE ISSUANCE OF THE LETTER OF COMPLETION AND START OF THE WARRANTY PERIOD.

h. IF THE APPLICANT FAILS TO SUBMIT DIGITAL DATA IN ACCORDANCE WITH THIS SECTION WITHIN THIRTY (30) DAYS OF SUBSTANTIAL COMPLETION OF CONSTRUCTION, THEN THE CITY MAY, AT ITS OPTION, DO ANY OR ALL OF THE FOLLOWING: AFTER WRITTEN NOTICE TO THE APPLICANT OF ANY DIGITAL RECORDS WHICH HAVE NOT BEEN COMPLETED OR PROPERLY SUBMITTED, AND UPON APPLICANT'S FAILURE TO CURE THE SAME WITHIN THIRTY (30) DAYS, THE CITY MAY COMPLETE THE DIGITAL RECORDS ON ITS OWN, OR HIRE A THIRD PARTY TO DO SO. THE APPLICANT SHALL TO PAY TO THE CITY ANY AND ALL COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS AND LITIGATION COSTS) RESULTING THEREFROM UPON DEMAND BY THE CITY. THE REMEDIES PROVIDED IN THIS SECTION ARE IN ADDITION TO ANY OTHER REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, OR WHICH THE CITY MAY OTHERWISE HAVE AT LAW OR IN EQUITY, AND ARE NOT A LIMITATION UPON THE SAME.

SECTION 3:

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

PASSED on 1st reading the 17<sup>th</sup> day of June, 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:

Wallace Trumbull

ATTEST:

V. H. McDonald

V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

Paul L. Meyer

Paul L. Meyer  
Mayor

July 1, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Access Permit and Utility License with the Wyoming Department of Transportation for Country Club Road.

Recommendation:

That Council, by resolution, execute an access permit agreement and utility license with the Wyoming Department of Transportation (WYDOT), for construction of an access roadway and water main within WYDOT right-of-way for Country Club Road.

Summary:

Country Club Road between Wyoming Boulevard and Ardon lane will be upgraded to City standards beginning late this summer. As part of the project, the roadway will be realigned at the intersection with Wyoming Boulevard with installation of water main for future expansion of the zone 3 water system. As Wyoming Boulevard is WYDOT controlled right-of-way, WYDOT requires execution of an access permit and utility license. The access permit allows WYDOT to inspect plans to ensure that the approach is constructed in a safe manner. The utility license documents the conditions under which utilities may be installed.

A resolution is prepared for Council's consideration.

WYOMING DEPARTMENT OF TRANSPORTATION  
ACCESS PERMIT

Date of Application: 5/30/2014

The Undersigned hereby makes application for permission to construct an access driveway(s) described below and as shown on the attached sketch or plan "hereby made part of this application" to:

TO BE FILLED OUT BY PROPERTY OWNER

LOCATION OF PROPERTY:

Located on Highway 258 in Natrona County, approximately .38 miles  
South of Casper - E 21st St - Hwy 258, for INGRESS or EGRESS to a  
N,S,E,W City, town or Highway Junction  
City Street - Country Club Road, on the East side of the Highway.  
RESIDENCE OR TYPE OF BUSINESS N,S,E,W

AGREEMENT:

I, the undersigned property owner, request permission to construct an access driveway on department right-of-way for the above property, subject to the restrictions and regulations contained in the "RULES AND REGULATIONS FOR ACCESS DRIVEWAY(S) TO WYOMING STATE HIGHWAYS" current edition. In consideration of these regulations, the applicant agrees:

- 1) To construct the driveway in a safe manner so as not to interfere with existing authorized facilities previously permitted nor endanger public travel and to perform all related work in a neat and workmanlike manner, to use materials acceptable to the Department of Transportation and leave the right-of-way clean and in a condition equal to or better than the original condition.
- 2) To fully protect any traffic on the highway during construction covered hereunder by proper barricades, flaggers, and/or signs as shown in the TRAFFIC CONTROL FOR ROADWAY WORK OPERATIONS manual, and to hold harmless the Wyoming Department of Transportation, its officers and employees from all dangers, expenses, claims or liabilities arising out of any alleged damages of any nature to person or property, due to the construction performance or nonperformance of work, or existence of said driveway.
- 3) That no driveway shall be constructed such that there will be parking or servicing of vehicles within the highway right-of-way.
- 4) That the profile grade of the driveway shall be constructed as indicated on attached sketch or plan sheet(s) and shall in no case be graded or maintained in such a way that water/mud will run out onto the highway surface.
- 5) That this permit shall become VOID if construction is not completed within \_\_\_\_\_ days after initiation of construction or one (1) year from approval date if construction has not been started.
- 6) That any change in land use which could generate greater traffic volumes or vehicle types will nullify this agreement and a new application must be submitted for approval.
- 7) That the Wyoming Department of Transportation reserves the right to inspect this installation at any time during construction until accepted by the Department, and to require changes at any time necessary to provide protection of life and property on or adjacent to the highway. Once the approach/access has been accepted by the Department it then becomes the property of the Wyoming Department of Transportation and theirs to maintain and repair except for snow or debris removal.
- 8) To any additional requirements as described in the DISTRICT ENGINEERING , REQUIREMENTS/COMMENTS section on the back page of this permit, and/or any on attached sketch or plan sheets.

APPLICANT \_\_\_\_\_ ADDRESS 200 N David St.  
(Print)

FIRM NAME City of Casper CITY Casper STATE Wy ZIP 82601

PHONE NUMBER (307 ) 235 - 8341 SIGNATURE \_\_\_\_\_

APPROVAL AS TO FORM

I have reviewed the attached *Wyoming Department of Transportation Access Permit for the City of Casper*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: June 4, 2014



---

Wallace Trembath III  
Assistant City Attorney

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

**LICENSE**

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

2. **Purpose of License.** The Licensee is planning the construction of a 16" water main into the right of way of Wyoming Boulevard at the intersection of Country Club Road. Facility will be capped and out of use currently. hereinafter referred to as Facility, located in:

Section(s) 13 Township 33N Range 79W County (ies) Natrona  
Route 258 Milepost (RM) 16 Company Tracking Number: \_\_\_\_\_

GPS Coordinates:  
GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).  
For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the license packet.

Entering R/W: Latitude 42.823547 Longitude 106.275653  
Exiting R/W: Latitude 42.823611 Longitude 106.275558

FOR DISTRICT USE ONLY			
ML:		Maint. Section:	Dist. Ref. Number:
FOR UTILITY SECTION USE ONLY			
Company Code:		Folder #:	Direction:
Offset:		Encroach Type:	Facility Type:

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

4. **Responsibilities of Licensee.**

- a. **Condition of Approval.** As a condition of approval for this license, the Licensee agrees to locate the Facility identified by this license at the Licensee's expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act, to include the nature, location and depth of the Facility. The location and depth will be described on an engineering drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which force a deviation in excess of two feet from the approved horizontal alignment, the respective district maintenance engineer will be contacted prior to making the deviation, for approval of the deviation and an amended exhibit will be filed by the Licensee. See Plan/Staking Sheet.
- b. **Plan/Staking Sheet.** The Licensee shall attach hereto a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency's right-of-way. This plan sheet, shall be designated Exhibit "A" and made a part of this License. Upon completion of the proposed work, the Licensee shall submit to the Agency "As-Constructed" plans showing the actual location of the facilities within the Agency's right-of-way. Exhibit "A" and the "As-Constructed" plans shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and the following requirements:

## PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- Existing major utility facilities.
- Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

## AERIAL HIGHWAY CROSS SECTION

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

## BURIED HIGHWAY CROSS SECTION

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

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

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

- g. **Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.
  - h. **Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
  - i. **Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.
5. **Responsibilities of Agency.** This license is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.
6. **General Provisions.**
- a. **Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this permit.
  - b. **Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
  - c. **Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
  - d. **Applicable Law/Venue.** The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this License, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), Granting Immunity From Tort Liability, and all other state law.
  - e. **Award of Related Licenses.** The Agency may undertake or award supplemental or successor Licenses for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
  - f. **Construction Methods.** The license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
  - g. **Entirety of License.** This License, consisting of five (5) pages, and the attached Exhibits and Additional Stipulations consisting of the pages stamped thereon, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and Licenses, whether written or oral.
  - h. **Indemnification.** The Licensee agrees to forever indemnify the Agency and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, maintenance, surveillance, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway system described or noted herein.

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

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

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

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

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

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

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

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

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

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

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

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

**LICENSEE**

**Paul Meyer, Mayor**

Printed Name and Title

Signature

Date

( 307 ) 235 - 8341

( 307 ) 234 - 0709

pmeyer@cityofcasper.com

Phone Number

Fax Number

E-mail

**AGENCY**

District Representative Printed Name and Title

Signature

Date

APPROVAL AS TO FORM

I have reviewed the attached *Transportation Commission of Wyoming and its Wyoming Department of Transportation License with the City of Casper*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: June 4, 2014



Wallace Trembath III  
Assistant City Attorney

# EXHIBIT A

THIS SECTION TO FILLED OUT BY APPLICANT

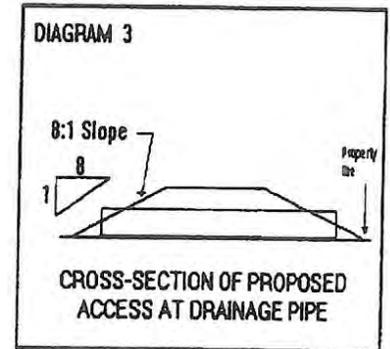
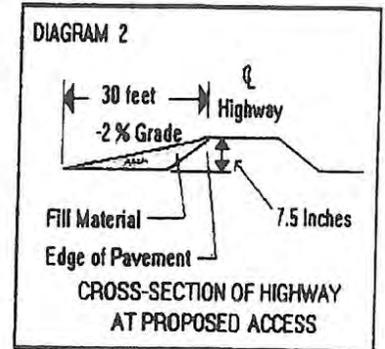
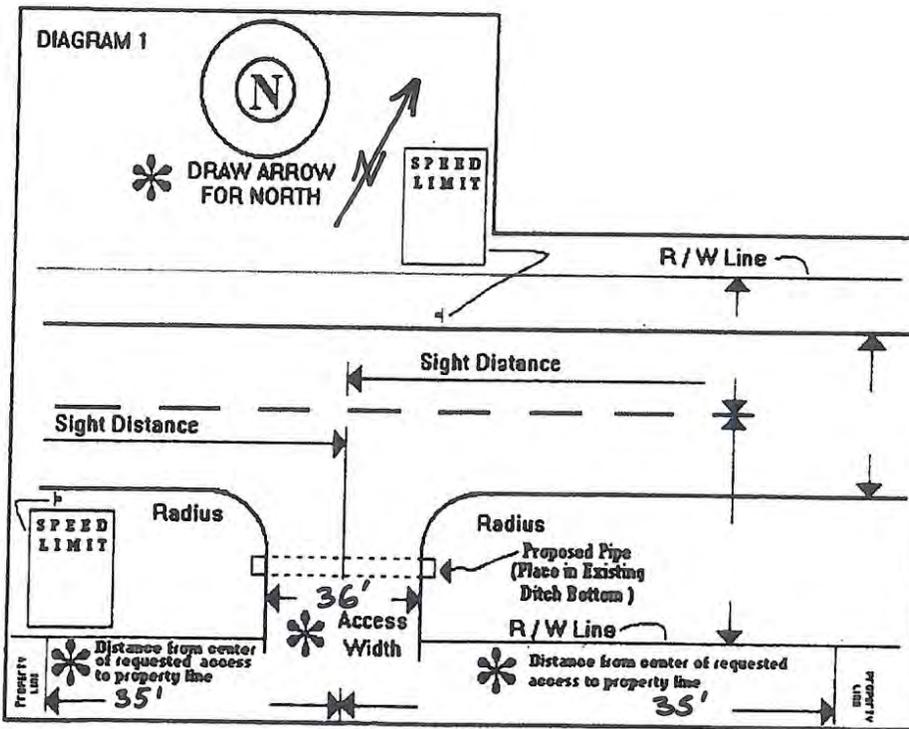
NAME: City of Casper ADDRESS: 200 N David CITY: Casper STATE: WY  
 SECTION 13 TOWNSHIP 33N RANGE 79W ROUTE WY 258 MILEPOST \_\_\_\_\_

IS A MAILBOX REQUIRED? No

**Residential Mailboxes (up to four):** A mailbox support will be provided by WYDOT. However, the postal patron will be required to install the support (as specified in the attached mailbox detail) and to install an approved U.S.P.S. mailbox. Utility locates should be called prior to installation.

**Subdivision Mailboxes (more than four):** A mailbox support will not be provided and mailboxes must be placed on landowner's property. Utility locates should be called prior to installation.

**Applicant's Instructions:** On this form, complete the above information, fill out the four (4) asterisked items on *Diagram 1*, (draw north arrow, complete requested access width and state the distance from center of access to each property line). In the field, mark the center of the requested access with a visible material so a field inspection of the access location will be possible.



Permit # \_\_\_\_\_

Nearest existing access in either direction on same side of road. + 2425 FEET - 2150 FEET

**Requirements (SEE REVERSE SIDE OF M-3 ACCESS PERMIT FOR APPLICABILITY)**

**GRADE:** A -2% grade (7.5 inch drop in 30 feet) must be maintained for the first 30 feet from the shoulder of the highway unless otherwise approved by the District Traffic Office, see Diagram 2.

**SLOPE:** Shall be 8 to 1 or flatter. Access radius and fill materials must be contained within property frontage unless authorized by District Traffic Office, see Diagram 3.

**PIPE:** All pipe to be minimum diameter of 18 inches of Corrugated Metal Pipe. Flared ends will be required on all pipe. Lengths will be determined by WYDOT.

**UTILITY LOCATES & ADJUSTMENTS:** It will be the responsibility of the applicant to notify all utilities when construction work begins in the vicinity of any utility lines and to arrange for a representative of the utility to be present if the applicant's operations are in close proximity to any lines in their existing or relocated position. If utility adjustments are required, the applicant will be responsible for all costs involved.

**RESEEDING:** All disturbed areas shall be reseeded with a seed mixture of any or all of the following - Western Wheat Grass, Brome Grass, Fairway Crested Wheat Grass, Pubescent Wheat Grass, Annual Rye Grass, and Green Needle Grass. Hand broadcasted at the rate of 36 pounds per acre, or drilled at 18 pounds per acre.

**FENCE:** If the Right-of-Way fence is involved, you are required to furnish brace panels on both sides of the access, construct a gate or install a cattleguard. See attachment "Fencing Instructions for Accesses" for details on constructing brace or end panels. If you require a cattleguard, it must meet state specifications or be located one foot behind the fence line on private property and maintained by the property owner.

**CURB, GUTTER, SIDEWALK:** When construction involves curb & gutter and/or sidewalk, additional requirements must be met as directed by the Wyoming Department of Transportation.

**SIGNAGE:** Any signs required must conform to the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) Standards 2003 Edition. Sign placement will be specified in the permit. Private advertising signs cannot be located on state property.

**Surfacings:** Commercial and Subdivision (six or more properties) accesses will require Plant Mbr Pavement. See reverse side of M-3 access permit for required material and depths.

**Traffic Control:** See reverse side of "Exhibit A" for Temporary Traffic Control Plan for work within 15 feet of shoulder. All persons working within the Right of Way will be required to wear Orange High Visibility ANSI Class 2 vests or clothing.



Jun 2, 2014

Mr. Jeff Erdahl  
Wyoming Department of Transportation  
900 Bryan Stock Trail  
Casper, WY 82601

**Country Club Road Reconstruction, Water Utility on WYDOT Right of Way**

Dear Jeff,

ECS and the City of Casper is applying for a permit to install water line in the approach of Country Club Road to WY 258 in conjunction with a project to upgrade the infrastructure in that area from Wyoming Boulevard East to the Casper Country Club. Country Club Road in that section is currently part of the county road system and the construction of this project will mark its transferred possession from the county to the City of Casper.

Before the City reconstructs the county road they are planning to install a 16" water transmission line under the roadway that will become part of the new East Casper Zone III transmission system. The transmission infrastructure is not yet in place and this waterline will be the first section installed in this new system. With no access to Zone III water on either end, this line will be capped and left full until the construction of the remainder of the system is performed.

I have attached a copy of the technical memo designing the new pressure zone III system, as well as the construction plans for Country Club Road showing the extent to which is being built in this project. The portion of the water main in the WYDOT Right of Way is approximately 60 linear feet that comes into the right of way, turns north and then is capped. When the rest of the transmission line is installed it will be bored under the road and connected to this capped line. See PP01 in the project plans.

I have attached:

- East Casper Zone III Water Study
- Project manual for Country Club Road Reconstruction
- Plans for Country Club Road Reconstruction

Sincerely:

*Environmental & Civil Solutions LLC.*

A handwritten signature in blue ink, appearing to read 'Shawn J. Gustafson', is written over a horizontal blue line.

Shawn J. Gustafson P.E.  
Principal

---

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

AN EQUAL OPPORTUNITY EMPLOYER  
1607 CY AVENUE, SUITE 102 - CASPER, WY 82604 - PHONE: 307.337.2883  
FAX: 888.424.6090  
WEB: [www.ecsengineers.net](http://www.ecsengineers.net)



May 30, 2014

Mr. Mark Williams  
District Traffic Engineer  
Wyoming Department of Transportation  
900 Bryan Stock Trail  
Casper, WY 82601

**Country Club Road Reconstruction, Approach Modification Permit**

Dear Mark,

ECS is applying for a permit to modify the approach of Country Club Road to WY 258 in conjunction with a project to upgrade the infrastructure in that area from Wyoming Boulevard East to the Casper Country Club. Country Club Road in that section is currently part of the county road system and the construction of this project will mark its transferred possession from the county to the City of Casper.

The proposed road will have a 36' wide paved section. Two twelve foot traffic lanes and a center turn lane down the whole of the street. It will also have curb and gutter, and detached sidewalks. The sidewalks will not be extended into the WYDOT right of way at this time so as not to encourage pedestrian usage of Wyoming Boulevard without signalization.

The new approach is slightly wider than the existing approach but more importantly it is shifted approximately 25' to the south to center it in the county right of way and remove the road from private property. This does raise the question of how it aligns with the approach of Country Club Road on the West side of Wyoming Boulevard. The west approach is already at a skew and the new alignment separated the center line slightly more.

During this project pavement will be placed on the south west side of the intersection as can be seen in the attached plans on page PP01. This pavement will allow for through lanes to be aligned and keep oncoming traffic from having conflicts. The City of Caper will provide striping on both Country Club Road approaches that will ensure all traffic is directed to the correct lanes.

The City of Casper does foresee the annexation and eventual transfer of ownership of the section of Country Club Road west of Wyoming Boulevard from the County to the City as well. This section of that road is not part of this project and will take place at an undetermined time in the future. At that time the City will ensure that the roads align at correct angles and that all through lanes align correctly.

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ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

AN EQUAL OPPORTUNITY EMPLOYER  
1607 CY AVENUE, SUITE 102 - CASPER, WY 82604 - PHONE: 307.337.2883  
FAX: 888.424.6090  
WEB: [www.ecsengineers.net](http://www.ecsengineers.net)

I have attached:

- M-3 Permit application
- Project manual for Country Club Road Reconstruction
- Plans for Country Club Road Reconstruction

Sincerely:

*Environmental & Civil Solutions LLC.*

Shawn J. Gustafson P.E.

Principal

RESOLUTION NO. 14-177

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ACCESS PERMIT AND UTILITY LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR COUNTRY CLUB ROAD.

WHEREAS, the City of Casper desires to connect a roadway and install a water main within Wyoming Department of Transportation right-of-way for Country Club Road; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute an access permit and utility license for the work.

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 an access permit and utility license with the Wyoming Department of Transportation for Country Club Road.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, and the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to these documents.

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

July 1, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
David W. Hill, P.E., Public Utilities Manager  
Andrew B. Beamer, P.E., City Engineer

SUBJECT: Wyoming Water Development Commission Project Agreement  
East Casper Zone III Water System Improvements

Recommendation:

That Council, by resolution, authorize the execution of a project agreement with the Wyoming Water Development Commission (WWDC) for the East Casper Zone III Water System Improvements Project No. 13-38.

Summary:

Since the 1970's, Casper Water Master Plans have identified the need for a pressure Zone III Water System in east Casper. Development in east Casper has essentially reached the upper limits of the Casper pressure Zone II for water availability. Little further development can take place in east Casper without the construction of a Zone III backbone water system (booster station, transmission mains, and storage tank). The current Casper Water Master Plan, completed in October 2006, re-emphasized the eventual need for a Zone III Water System in east Casper.

The City of Casper was successful in securing a grant from WWDC in the amount of \$3,685,000 to pay for 67% of the estimated \$5,500,000 project. The 33% local match of \$1,815,000 will be obtained from Water Fund Reserves. The project agreement with WWDC dictates the terms of the agreement and the special provisions associated with the grant.

A resolution is prepared for the Council's consideration.

**PROJECT AGREEMENT  
CASPER ZONE 3 IMPROVEMENTS PROJECT  
MSC No. \_\_\_\_\_**

1. **Parties.** The parties to this Agreement dated \_\_\_\_\_ (the date of the signature last affixed to this Agreement) are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION, the agency authorized by law to enter into this Agreement [COMMISSION], and the CITY OF CASPER, Natrona County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

2. **Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2014 Wyo. Sess. Laws, Ch. 100, authorizing the design, construction, and operation of the Casper Zone 3 Improvements Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of a transmission pipeline, pumping facilities, storage tank; and
- (b) Appurtenances necessary to make the PROJECT function in the manner intended.

The final plans and specifications as prepared by a registered professional engineer selected by the SPONSOR [SPONSOR'S ENGINEER] will further define the PROJECT components.

3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all approvals have been granted. This Agreement shall remain in effect until all provisions and conditions set forth herein have been fully satisfied.

4. **Special Provisions.**

A. The STATE OF WYOMING has appropriated from the Water Development Account created by Wyo. Stat. 41-2-124 (a)(i), to the COMMISSION, a sum not to exceed THREE MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$3,685,000.00) which shall be a grant of not more than THREE MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$3,685,000.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) of the PROJECT funds from other sources.

B. Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION a copy of a resolution approved by the town council approving participation in this PROJECT and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

C. Prior to the release of any funds under this Agreement, the SPONSOR shall continue to deposit \$32,500.00 annually into the SPONSOR'S restricted cash account, in its water fund, for repair and maintenance of the water system until the account reaches \$850,000.00. From that point on, the account shall be maintained at not less than \$850,000.00 for repair and maintenance of the water system. If requested by the COMMISSION, the SPONSOR will submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate fund.

D. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to defray construction costs identified in the final plans and specifications or authorized by approved change orders, to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER, to pay for consultants, permits, easements or land essential to construction of the PROJECT, and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses shall be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.

E. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall:

- (1) Provide to the COMMISSION for prior examination of and concurrence with all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the contract documents.
- (2) Provide to the COMMISSION for examination all plans and specifications prepared and any bids received.
- (3) The SPONSOR shall require the SPONSOR'S ENGINEER to hold progress review meetings at the 10%, 50% and 90% levels of completion of the PROJECT plans.
- (4) If Wyo. Stat. 16-6-701 through 16-6-706 are applicable to the SPONSOR, the SPONSOR shall provide all prospective contractors with a package of Contractor Retainage Account forms supplied or approved by the COMMISSION as part of the bid package.
- (5) The SPONSOR'S ENGINEER shall provide to the COMMISSION a summary of bids received.
- (6) Communicate to the COMMISSION all information on all aspects of the PROJECT and require that the SPONSOR'S ENGINEER submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
- (7) Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. Any changes to engineering or consulting firm personnel assigned to the PROJECT are subject to review by the COMMISSION.
- (8) Prior to incurring increased PROJECT contract budget cost increases for engineering design and construction phase contract administration services, the SPONSOR shall provide to the COMMISSION and obtain authorization for such proposed increased changes to the PROJECT'S budget.

F. The SPONSOR shall submit to the COMMISSION the plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the SPONSOR shall be informed in writing and the SPONSOR shall have a reasonable time within which to 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are

necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.

G. Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall so inform the SPONSOR in writing, and the bidding process may be initiated. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.

H. Prior to advertising the PROJECT for bids it will be necessary for the SPONSOR to acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless and until the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:

- (1) Right-of-way and option agreements;
- (2) Easements on public lands, if required;
- (3) Environmental assessments;
- (4) Section 401, Clean Water Act, Certification;
- (5) Section 404, Clean Water Act, Permit;
- (6) DEQ Permit to Construct;
- (7) Compliance with Governor's Executive Order 2011-5 Sage Grouse Core Population Area Strategy;
- (8) Final Plans and Specifications approval by State Engineer;
- (9) Incidental work required to prepare the PROJECT for construction; and
- (10) Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.

I. The SPONSOR shall not issue its advertisement for bids unless and until the COMMISSION has received the following:

- (1) An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
- (2) The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. 16-6-101 *et. seq.*, and to determine the lowest responsible bid.

J. The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.

K. Disbursement of funds shall be made on the basis of requests from the SPONSOR to the COMMISSION. Requests for the disbursement of funds shall be

certified by the SPONSOR or its designated representative and accompanied by material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

L. Sixty-seven percent (67%) of each eligible billing received by the COMMISSION authorized under the terms of this Agreement shall be paid from grant funds. Payments made by the COMMISSION will be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION will not exceed sixty-seven percent (67%) of eligible PROJECT costs. The SPONSOR is responsible to complete the PROJECT and provide any funding in excess of that available from the COMMISSION from other sources.

M. The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before one year after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR agrees to submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.

N. Contract specific retainages will be directed by the COMMISSION in accordance with Wyoming law. The COMMISSION at its discretion may approve reductions in the accumulated retainage as specified in individual contracts between the SPONSOR and its contractors when requested by the SPONSOR and recommended by the SPONSOR'S ENGINEER to the extent permitted by law. In any event, the balance of accumulated retainages will be released when final payment is made.

O. Disbursement of funds for final payment to a contractor shall be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.

P. The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.

Q. Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the project. The SPONSOR shall not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.

R. The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2019 and shall

have settled all claims and paid all PROJECT expenses by that date. No funds will be paid by the COMMISSION after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

**S.** The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, restrictions on the sale of the PROJECT:

(1) There shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's municipal, rural domestic use as determined by the COMMISSION in its sole and absolute discretion without written prior approval of the COMMISSION and approval of the State Engineer or Board of Control. If such a transaction is approved, the revenues generated by the lease, sale, assignment, or transfer of ownership of water from the PROJECT shall be disbursed. The SPONSOR shall receive thirty-three percent (33%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than municipal, rural domestic use and the State of Wyoming shall receive sixty-seven percent (67%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT. If the SPONSOR has any pre-existing contracts or commitments for the sale of water which might apply to these conditions, the SPONSOR shall submit evidence of such commitments to the COMMISSION within ten (10) days of the execution of this Agreement for review and declaration of exemption.

(2) There shall be no lease, sale, assignment or transfer of ownership of the PROJECT until written approval is obtained from the COMMISSION. If this condition is met, the SPONSOR shall receive thirty-three percent (33%) and the State of Wyoming shall receive sixty-seven percent (67%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the PROJECT. Before the SPONSOR may lease, sell, assign or transfer ownership of the PROJECT, the State of Wyoming shall be given a one (1) year first right of refusal option to purchase the SPONSOR's interest in the PROJECT for an amount equal to the principal, interest, maintenance and replacement costs incurred by the SPONSOR at the date the option is exercised.

(3) The SPONSOR may purchase the position of the State of Wyoming, as described in subsections (1) and (2) of this Section, for the amount of the grant described in Section 4.A. of this Agreement plus the interest that would have accrued on the grant amount in the water development account from the date the PROJECT was substantially completed as defined by the COMMISSION. The interest that would have accrued on the grant amount shall be established by the State Auditor.

**T.** If through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall be obligated to immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the water development account from the date of expenditure.

**U.** Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the

event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Project Agreement.

## 5. General Provisions.

**A. Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

**C. Audit/Access to Records.** The COMMISSION and any of its representatives shall have access to any books, documents, papers, and records of the SPONSOR which are pertinent to this Agreement.

**D. Availability of Funds.** Each payment obligation of the COMMISSION is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the SPONSOR, the Agreement may be terminated by the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Section. This provision shall not be construed to permit the COMMISSION to terminate this Agreement in order to acquire similar services from another party.

**E. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.

**F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**G. Indemnification.** The SPONSOR shall release, indemnify, and hold harmless the State of Wyoming, the COMMISSION, their commissioners, officers, agents, employees, successors and assignees from any cause of action, or claims, charges or costs, including attorney's fees and expert witness fees, or demands of any sort arising out of, directly or indirectly, the SPONSOR's performance or failure to perform under this Agreement.

**H. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement. No joint venture, partnership, employer/employee or principal/agent relationship between the parties hereto is created by this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on

behalf of the State of Wyoming or the COMMISSION, or to incur any obligation of any kind on the behalf of the State of Wyoming or the COMMISSION.

**I. Notice.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties either by certified mail or delivery in person.

**J. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved by the Office of the Attorney General, and filed with and approved by the Department of Administration and Information.

**K. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**L. Sovereign Immunity.**

The State of Wyoming and the COMMISSION do not waive sovereign immunity by entering into this Agreement and the SPONSOR does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

**M. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

**N. Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

**WYOMING WATER DEVELOPMENT COMMISSION**

*K. Jeanette Sekan*  
K. Jeanette Sekan, Chairwoman

5-16-2014  
Date

*Sheridan Little*  
Sheridan Little, Secretary

5/19/14  
Date

ATTEST:

*Nancy W. Casper*

**CITY OF CASPER**

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
V.H. McDonald, Clerk/Treasurer

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

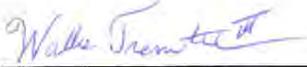
*S. Jane Caton # 113242*  
S. Jane Caton  
Senior Assistant Attorney General

5-12-14  
Date

APPROVAL AS TO FORM

I have reviewed the attached *Project Agreement, Casper Zone 3 Improvements Project*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: June 4, 2014



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Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO. 14-178

A RESOLUTION AUTHORIZING EXECUTION OF A PROJECT AGREEMENT WITH THE WYOMING WATER DEVELOPMENT COMMISSION FOR THE EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper desires to expand the Zone III pressure system in east Casper; and,

WHEREAS, the City of Casper recognizes the need for this project and accepts the impacts of this project; and,

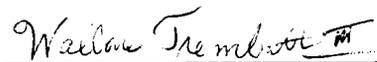
WHEREAS, the City of Casper retail and wholesale water usage is 100% metered; and,

WHEREAS, the Wyoming Water Development Commission has made available grants and loans for the purpose of assisting entities such as Casper on this project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council hereby authorizes execution of a project agreement with the Wyoming Water Development Commission to fund Three Million Six Hundred Eight-Five Thousand and 00/00 Dollars (\$3,685,000.00), or sixty-seven percent (67%), of the estimated Five Million Five Hundred Thousand and 00/00 Dollars (\$5,500,000.00) project cost for the East Casper Zone III Water System Improvements 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

July 1, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, P.E., City Engineer AB  
Andrew Colling, Engineering Technician

SUBJECT: Contract for Professional Services  
2014 Construction Testing and Material Sampling Services, Project No. 14-35

Recommendation:

That Council, by resolution, authorize a contract for professional services with Inberg-Miller Engineers (IME), for the 2014 Construction Testing and Material Sampling Services, Project No. 14-35 in an amount not to exceed of \$20,000.

Summary:

To ensure compliance with City of Casper specifications, construction testing is performed on all capital improvement projects. On large projects, this requirement becomes the responsibility of the consultant overseeing the project. The City Engineer's Office also performs a number of smaller capital improvement projects in-house.

A Request for Proposals was issued to solicit testing services for 2014. Inberg-Miller Engineers and Strata responded. Provided in their proposals were the testing services they are able to perform along with their fee schedule.

Based upon the fee schedules submitted, it is recommended that Inberg-Miller Engineers be awarded a contract for construction testing and material sampling services in the amount of \$20,000. Inberg-Miller Engineers is located in Casper. This agreement is for one (1) year, renewable annually for up to two (2) additional years at the discretion of the Owner based off the past years performance of the Consultant.

Funding for these services will come from the budgets established for the various projects.

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 1<sup>st</sup> day of July, 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. Inberg-Miller Engineers, 1120 East ‘C’ Street, Casper, Wyoming, 82601 (“Consultant”).

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

### RECITALS

- A. The City is undertaking construction of capital improvement projects.
- B. The project requires professional services for construction testing and material sampling services.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

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

The Consultant shall provide construction testing and sampling in accordance with the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements, dated January, 2006, and as directed by the City.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31<sup>st</sup> day of December, 2014.

This agreement is for one (1) year, renewable annually for up to two (2) additional years at the discretion of the Owner based off the past years performance of the Consultant. The unit prices provided for the 2014 Construction Testing and Sampling Services shall remain the same throughout 2016, including this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a ceiling amount of Twenty Thousand Dollars (\$20,000).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

[Signature]

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

V.H. McDonald  
Clerk

Paul L. Meyer  
Mayor

WITNESS

CONSULTANT  
Inberg-Miller Engineers  
1120 East 'C' Street  
Casper, WY 82601

By: [Signature]

By: [Signature]

Printed Name: Theo Hunter

Printed Name: Eric T. Graney

Title: Project Manager  
Civil Engineer

Title: Senior Vice President

## 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. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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

RESOLUTION NO. 14-179

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH INBERG-MILLER ENGINEERS, FOR THE 2014 CONSTRUCTION TESTING AND MATERIAL SAMPLING SERVICES PROJECT.

WHEREAS, the City of Casper desires to secure a local consulting engineering firm to provide construction testing and material sampling services; and,

WHEREAS, Inberg-Miller Engineers 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, an agreement with Inberg-Miller Engineers for the engineering services more specifically delineated in the contract agreement.

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 Twenty Thousand Dollars (\$20,000).

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

June 16, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Lease of City-Owned Property Located at 1715 East 4th Street.

Recommendation:

That Council, by resolution, approve the lease of two buildings, parking area, and adjacent land, located at 1715 East 4th Street, to Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for Fiscal Year 2013-2014, at an annual rent of \$8,436.

Summary:

Casper Area Transportation Coalition, Inc., (CATC), is desirous of continuing to lease two buildings, and an adjoining parking area, for a term of one year with the option of renewal. The property shall be used for administrative offices, bus storage, and maintenance, in conjunction with the operation of the transportation system for the elderly, disabled, and general public for the Casper urbanized area.

CATC will provide liability and property damage insurance for contents, and hold the City harmless, defend the City in any and all suits, claims, demands, or actions arising out of the use of the property by CATC.

CATC agrees to maintain the leased premises in good and safe condition throughout the term of the lease. CATC also shall be responsible for all custodial and minor maintenance including, but not limited to, floors, walls, and windows to the satisfaction of the City. The City shall be responsible for major interior/exterior repairs, if appropriately budgeted.

The lease agreement with CATC has been approved by the City Attorney's Office. A resolution has been prepared for Council's consideration.

## LEASE AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David, Casper, Wyoming, 82601 ("Lessor"), and Casper Area Transportation Coalition, Inc., a Wyoming Non-Profit Corporation, 1715 East 4<sup>th</sup> Street, Casper, Wyoming, 82601 ("Lessee").

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. DESCRIPTION OF PROPERTY.

Lessor does hereby agree to lease to the Lessee upon the terms and conditions stated herein the following real property, together with all improvements thereon:

The two buildings, adjacent parking area, and adjoining land located at 1715 East 4th Street, Casper, Wyoming. (As shown on Exhibit "A.")

2. TERM OF LEASE.

The term of this Lease shall be for a period of one (1) year, commencing on the 1st day of July, 2014, and shall remain in force and effect to and including 30th day of June, 2015, unless terminated or extended according to the provisions of this agreement. Upon completion of the initial term, the City, at its sole discretion, may extend the term of this agreement on a year to year basis for a period not exceeding five (5) consecutive years, in one year increments, provided that changes in the terms and conditions of the extension are mutually agreed upon by both parties.

If Lessor does not agree in writing to extend the lease, it shall expire upon its own term at the end of the lease term. Rental for such renewal period, may, at the option of the Lessor, be increased.

Lessor shall conduct an inspection of the premises prior to any lease renewal (see Exhibit B). This inspection shall denote any repairs which must be made to bring the building or other property to the same or better condition than it is currently in by Lessee prior to any lease renewal being approved by the Lessor.

In the event Lessee does not extend the term of this lease as provided, and holds over beyond the expiration of the term hereof, such holding over shall be deemed a month-to-month tenancy at the same rental, payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

3. RENT.

Lessee agrees to pay as total rental for the premises the amount of Eight Thousand Four Hundred and Thirty-Six Dollars (\$8,436.00). Lessee shall pay \$703 per month from July 1, 2014, to June 30, 2015. All monthly payments shall be due and payable on or before the first day of each month for the term of this lease. All late rent payments shall earn interest at the rate of ten percent (10%) per annum, in addition to any other provisions, rights, and remedies set forth in this lease. Payments are late if Lessors do not receive them at the above address on or before the date due.

4. USE OF THE PREMISES.

Lessee shall use the premises for the sole and only purpose of administrative offices, vehicle storage, and maintenance in conjunction with Lessee's operation of a transportation system for the elderly, disabled, and general public of Casper and the urbanized areas consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority, which are applicable to the conduct of Lessee's business. Lessee shall keep the property free and clear of all liens and encumbrances.

Lessee shall not commit, or allow to be committed, any waste on the premises. Lessee shall not maintain, commit, or permit to be maintained or committed any nuisance on the premises.

5. PROPERTY CONDITION AND REPAIRS.

Lessee has inspected the property and accepts it "as is." Lessee shall make all repairs and maintenance, including but not limited to the roof, heating, air conditioning and mechanical systems, electrical systems, plumbing, etc., to the property at Lessee's cost. Lessee shall maintain the property in at least the same condition it is currently in. No alterations, modifications or additions to the premises may be made without written permission of Lessor.

6. CONDEMNATION.

If the leased premises or any portion thereof as will make the leased premises unsuitable for the purposes of the Lessee is condemned or taken under right of eminent domain by any legally constituted authority, then in either of such events, this lease shall cease on the date when possession is taken by the condemner and rent shall be due to the Lessor until said date.

Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Lessor nor Lessee shall have any rights in or to any award

made to the other by the condemning authority.

7. TERMINATION.

Lessee may terminate this Lease Agreement, provided however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date. Lessor may terminate, without declaring a default, by also providing written notice to Lessee thirty (30) days before intended termination or next rental due date. This termination ability is in addition to that which is provided for in Section 6 above.

8. INSURANCE AND INDEMNIFICATION.

Lessee shall indemnify Lessor and save Lessor harmless from any and all claims, actions, damages, liability, and expense in connections with the loss of life, personal injury, and/or damage to property occurring in or about, or arising from or out of the premises, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors customers, or employees.

Lessee agrees to keep the demised premises insured with commercial general liability and commercial property insurance with the following coverages and limits:

Commercial General Liability

Personal Injury and Advertising Injury	\$ 500,000
Per Occurrence Limit	\$ 500,000
Fire/explosion/water damage limit	\$ 500,000
Medical Expense Limit (Any one Person)	\$ 10,000

Commercial Property

Maximum Deductible per Occurrence	\$ 1,000
Building replacement Cost	
1701 East 4 <sup>th</sup> Street - Frame 1,098 square feet	\$ 105,000
1715 East 4 <sup>th</sup> Street - joisted masonry	\$ 312,500
Sign	\$ 5,000

Lessee shall furthermore provide that it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor. Lessee shall provide Lessor with proof of insurance evidencing such insurance as outlined above immediately after execution of this agreement and prior to use of the property. Such proof of insurance shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal. In addition, the Lessee shall provide the City with copies of proof of coverage and/or policy endorsements. The City's failure to request or review such proof of coverage shall not affect the City's rights or the Lessee's obligation hereunder.

Lessee 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 property by Lessee.

9. PERSONAL PROPERTY AND RISK OF LESSEE.

Personal property on the premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to any personal property at any time in the premises not due to Lessor's negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the premises or from pipes or plumbing works of the same, or from any other place.

10. DEFAULT.

Any of the following events shall constitute a default of this lease:

- A. The Lessee's failure to pay any rent to Lessor when the same is due and payable under the terms of this lease.
- B. Lessee's failure to perform any other duty or obligations imposed upon it by this lease, and such default having continued for a period of ten (10) days after written notice thereof has been given by Lessor.
- C. The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of an assignment for the benefit of creditors by Lessee.
- D. The sale of the interest of Lessee in the premises under execution or other legal process.

In the event of any such default of Lessee, Lessor may at any time thereafter, with or without notice or demand, and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default, whether created by statute or case law, and without terminating this lease, re-enter the premises and take possession of the same, and all equipment and fixtures therein, and at any time re-let the premises or any part thereof for the account of Lessee, for such terms upon such conditions and at such rental as Lessor may deem proper. In such event, Lessor may receive and collect rent from such re-letting and apply it against any amount due from Lessee hereunder, including, without limitation, such expenses as Lessor may have incurred in recovering possession of the premises, placing the same in good order and condition, and all other expenses, commissions, and charges, including attorney's fees, which Lessor may have paid or incurred in connection with said repossession and re-letting. Lessor may execute any lease made pursuant hereto in Lessor's name or in the name of Lessee, as Lessor may see fit, and Lessee shall have no right to any rent collected thereunder. Whether or not the premises are re-let, Lessee shall pay Lessor all amounts required to be paid by Lessee to the date of Lessor's re-entry, and, thereafter, Lessee shall pay Lessor, until the end of

the term hereof, the amount of all rent and other charges required to be paid by Lessee hereunder, less the proceeds of such re-letting during the term hereof, if any, after payment of Lessor's expenses as provided above. Such payment by Lessee shall be done at such times as are provided elsewhere in this lease, and Lessor need not wait until the termination of this lease to recover these sums.

Lessor shall not, by any re-entry or other act, be deemed to have terminated this lease or the liability of Lessee for the total rent reserved hereunder unless Lessor shall give Lessee written notice of Lessor's election to terminate this lease.

Lessor shall have the right to cancel and terminate this lease upon default by giving written notice to Lessee, and upon such termination, Lessor shall have the right to re-enter the premises and take possession of the same and all equipment and fixtures therein. In such event, Lessor shall thereupon be entitled to recover from Lessee the greater of the rent and other charges required to be paid by Lessee hereunder for the balance of the term hereof (if the lease had not been so terminated), or the then reasonable rental value of the premises for the same period.

Lessor shall not be deemed in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within ten (10) days after written notice by Lessee to Lessor, specifying wherein Lessor has failed to perform such obligations; that if the nature of the Lessor's obligation is such that more than ten (10) days are required for its performance, then Lessor shall not be deemed to be in default if it shall commence such performance within such ten (10) day period.

11. LIEN ON PERSONAL PROPERTY AND ABANDONED PROPERTY.

All goods, chattels, fixtures, and other personal property belonging to Lessee which are in or are put into the premises during said term shall at all times be bound with a lien in favor of Lessor and shall be chargeable for all rent hereunder and the fulfillment of all other covenants and agreements herein.

Should Lessee vacate or abandon the premises and leave any goods or chattels in, upon, or about the premises for a period of more than ten (10) days after such vacation or abandonment or after termination of this lease in any manner whatsoever, then Lessor shall have the right to sell, after ten (10) days written notice to Lessee, all or any part of the property at public or private sale and apply the proceeds of such sale first to the payment of all costs and expenses of conducting the same and caring for or storing the goods and chattels and, second, to apply to the balance, if any, of any indebtedness due from Lessee to Lessor.

12. ENVIRONMENTAL COMPLIANCE.

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal

environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001 et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property, in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor, in writing, of: 1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations which had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge,

disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

Provided, however, that the indemnification provided for herein to Lessor shall be limited to conditions which arose on the leased property subsequent to Lessee's possession of same. It is not the intent of Lessor to hold Lessee responsible for circumstances arising before Lessee first occupied or assumed possession of the property herein leased. Further, Lessee does not agree to indemnify Lessor for conditions arising on the leased property which are caused by Lessor.

13. ASSIGNMENT, MORTGAGE, OR SUBLEASES.

Lessee shall not assign, sell, mortgage, pledge, transfer or encumber this lease or sublet the premises in whole or in part or permit the premises to be used or occupied by others without the prior consent in writing of Lessor.

14. NUISANCE.

The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and municipal government, and of any and all of their departments and bureaus applicable to said premises.

15. IMMUNITY/GOVERNMENTAL CLAIMS ACT.

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

16. LESSOR'S RESERVED RIGHTS.

Lessor reserves the right to make repairs and improvements, structural or otherwise, in or to the premises as Lessor deems desirable or necessary, so long as said improvements do not interfere with the operation of the conduct of business by the Lessee.

17. GROUNDS MAINTENANCE.

Lessor shall maintain the turf areas. The Lessor shall maintain the irrigation system on the premises, and Lessee shall be liable to the Lessor for damages caused to the leased premises by its operations or failure to properly maintain premises.

18. TAXES.

Lessee shall pay any real estate taxes due on the property when these taxes are due. Lessee shall annually show Lessor the receipt of payment of any real estate taxes as soon as the taxes are paid.

19. UTILITIES.

Lessee shall be responsible for all charges for gas, water, sewer, electricity, light, heat, power, garbage, cable television, telephone, internet or other communication service used, and any other utility service, rendered, or supplied upon or in connection with the leased premises and shall indemnify the Lessor against any liability or damages on such account.

20. NOTICE.

Any notice or demand required by the provisions of this lease to be given to either of the parties shall be deemed to have been given adequately if sent by United States certified or registered mail to the following addresses:

Lessor: City of Casper  
200 North David Street  
Casper, WY 82601

Lessee: Casper Area Transportation Coalition, Inc. (CATC)  
1715 East 4<sup>th</sup>  
Casper, WY 82601

21. NON-SMOKING PREMISES.

The property shall remain non-smoking premises. Casper Municipal Ordinance 8.16.010 et seq. shall be in effect and enforceable for the buildings on the premises which shall be considered to be a public place where smoking is prohibited.

22. SIGNS ON PROPERTY.

Lessee shall receive written approval from the City Manager or his designee, prior to placing any signs upon the property. Lessee shall coordinate with the City Manager or his designee regarding the design of any signs prior to requesting such approval.

23. INSPECTION.

Lessor shall have the right to enter and inspect the premises at all reasonable times.

24. INDEMNIFICATION.

This agreement is made upon the expressed condition that the City shall be free from all liabilities and claims for damages and/or lawsuits for, or by reason of, any injury or injuries, to any person or property of any kind whatsoever, from any cause or causes whatsoever, while in or upon the premises or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the City. Lessee agrees that it will protect, indemnify, and hold harmless the City from all injuries, liabilities, costs, losses, expenses, suits, claims, and damages however occurring. Lessee further agrees to defend the City, in any actions filed in court which arise from said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the City is named as a defendant in said court action.

The Lessee shall further indemnify Lessor against all expense, liabilities and claims of any kind including reasonable attorney fees by or on behalf of any person or entity arising out of either: 1) a failure of the Lessee to perform any of the terms and conditions of this lease; 2) any injury or damage happening on or about the demised premises; 3) failure to comply with any and all law and any governmental authority; or, 4) any mechanics lien or security interest filed against the demised premise or material or alteration of said property.

24. MISCELLANEOUS.

- A. This agreement shall be binding on and shall inure to the benefit of the parties hereto, their heirs, executors, and assigns.
- B. Time is of the essence in all provisions of this lease.
- C. The failure of Lessor to insist upon strict performance of any of the covenants, agreements, or obligations of this lease shall not be deemed a waiver of any subsequent breach or default of any of the covenants, agreements, or obligations of this lease.
- D. Authorized representatives of Lessor may have access to the demised premises at all reasonable hours for the purpose of servicing the utilities that are presently situated on the leased premises. The Lessor further reserves the right to add or place additional utilities in the leased premises at any time.
- E. Lessee shall keep the property clear of all nuisances such as weeds, litter, garbage, junk or any other materials that would make said site unsightly and a nuisance to

the City.

- F. In the event it becomes necessary for Lessor to file suit for the enforcement of any of the terms herein, the Lessor shall be entitled to collect from the Lessee all attorneys' fees and costs. The parties agree that jurisdiction over any disputes to this agreement shall lie in Natrona County, Wyoming.
- G. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party, except to the extent incorporated in this agreement. All verbal agreements and understandings have been fully set forth herein. No modifications to this agreement may be made unless they are made in writing and signed by both parties.
- H. The undersigned warrant they have authority to execute this agreement on behalf of Lessor and Lessee.
- I. Lessee shall not, in any connection with the premises, discriminate against any person in any manner because of race, color, religion, sex, national origin, or disability.

EXECUTED this day and year first above written at Casper, Wyoming.

APPROVED AS TO FORM



ATTEST:

LESSOR:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS:

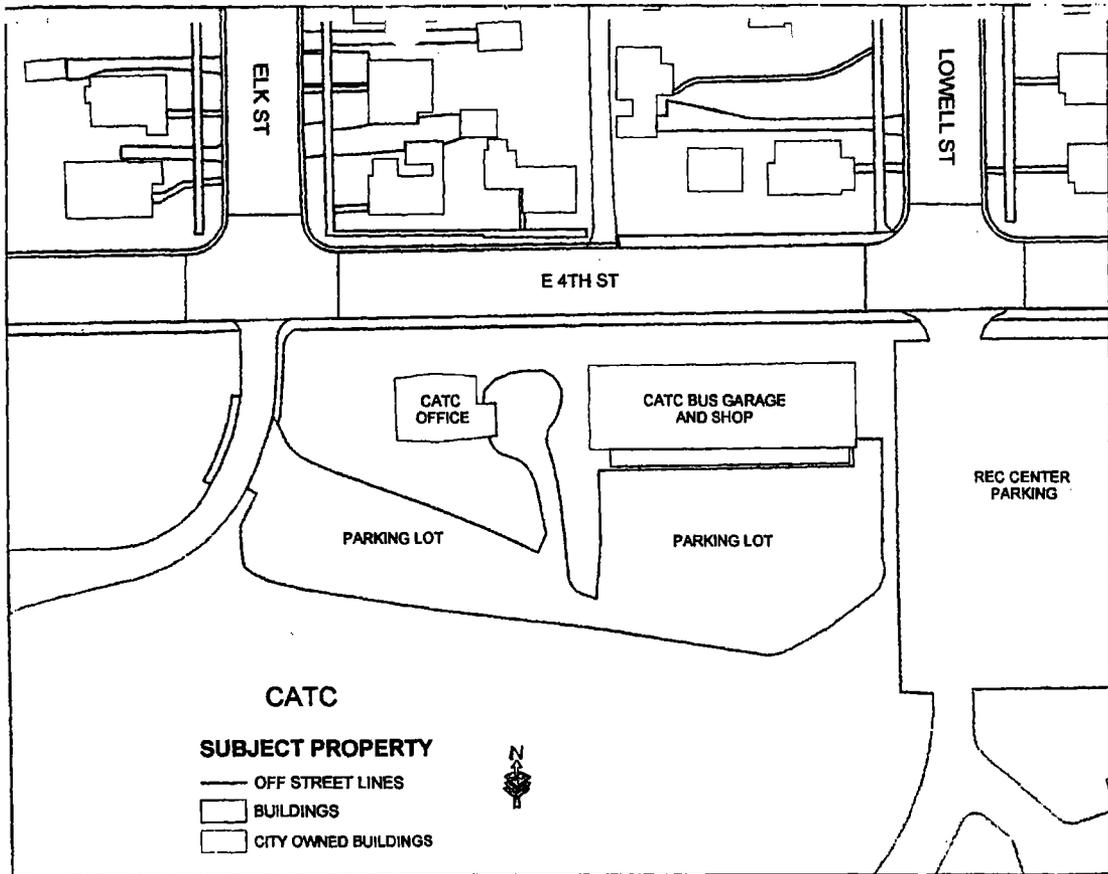
LESSEE:

*Marge Cole*

By: \_\_\_\_\_

*Louis Grunewald*  
\_\_\_\_\_  
Louis Grunewald, President

Printed Name: \_\_\_\_\_



**EXHIBIT A**

Exhibit B



Lighting, electrical, and window improvements to both the admin building and the garage (above)

Asphalt in fair to poor condition (right).



Inadequate amount of coverage from sprinklers next to garage . City Parks Division should address maintenance issues (top)

City Parks Division needs to mow grounds (bottom)

Exhibit B164

AJN 6/4/14



RESOLUTION NO. 14-180

A RESOLUTION AUTHORIZING A LEASE WITH CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR TWO BUILDINGS, PARKING AREA, AND ADJACENT LAND AT 1715 EAST 4<sup>TH</sup> STREET

WHEREAS, the City of Casper is the owner of the two buildings, parking area, and adjacent land located at 1715 East 4<sup>th</sup> Street as shown on Exhibit "A," which by reference herein is made a part hereof; and,

WHEREAS, CATC has requested the lease of said property under said terms and conditions as set forth in the lease; and,

WHEREAS, the term of the lease shall be for one (1) year commencing on July 1, 2014, to and including June 30, 2015, for an annual rent of Eight Thousand Four Hundred And Thirty Six Dollars (\$8,436.00) payable in twelve (12) equal monthly installments to the Lessor at 200 North David, Casper, Wyoming; and,

WHEREAS, the property shall be used for administrative offices, bus storage, and maintenance, in conjunction with the Lessee's operation of a transportation system for the elderly and handicapped of Casper and the urbanized area, consisting of Mills, Evansville, Bar Nunn, and parts of Natrona County.

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 lease agreement with Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for two buildings, parking area, and adjacent land, located at 1715 East 4<sup>th</sup> Street, Casper, Wyoming as more specifically delineated in the Lease Agreement.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

June 16, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Vehicle Lease with Casper Area Transportation Coalition, Inc.

Recommendation:

That Council, by resolution, approve a lease agreement for twenty (20) lift-equipped transit vans/buses with Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for the transportation of the elderly, disabled, and general public for Fiscal Year 2014-2015.

Summary:

The City has received a request to renew the existing lease agreement between the City and Casper Area Transportation Coalition, Inc., (CATC), for the use of twenty (20) City-owned vehicles. These vehicles were purchased with funding from the Federal Transit Administration (FTA). Twelve (12) of these vehicles (including the two small support vehicles) are used to provide demand/response transit service to the elderly and disabled within the urbanized area, consisting of the City of Casper, Mills, Evansville, Bar Nunn, and parts of Natrona County. The other eight (8) vehicles are used to provide fixed route transit service to the general public within the City of Casper. The towns of Mills and Evansville own their own fixed route buses for services they provide in their communities and that connect to the Casper fixed route system. The City of Casper vehicles are leased to CATC for an annual fee of Twenty-Five Dollars (\$25.00) per year for all vehicles.

The lease provides that CATC shall maintain the vehicles in good and safe condition throughout the term of the lease. The City reserves the right to approve any request for proposal for maintenance of said vehicles, or to approve any contract for maintenance of vehicles by CATC. The City also reserves the right to assume maintenance of vehicles at the Casper Service Center, or to contract with the private sector for maintenance of the vehicles at any time during the lease period. The Board of Directors of CATC has reviewed and approved the lease.

The lease agreement with CATC has been approved by the City Attorney's Office. A resolution has been prepared for Council's consideration.

LEASE AGREEMENT

THIS LEASE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "Lessor," and Casper Area Transportation Coalition, Inc., a Wyoming Non-Profit Corporation, 1715 East 4<sup>th</sup> Street, Casper, Wyoming 82601, hereinafter referred to as "Lessee."

IN CONSIDERATION of the rents, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES.

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to take from Lessor, for the term hereinafter provided, and any renewals thereof, property described in Exhibits "A" and "B" which are made part of this Agreement by this reference.

2. LEASE TERM.

The term of this Lease shall be for a period of one (1) year commencing on the 1st day of July, 2014, to and including the 30th day of June, 2015.

3. RENT.

Lessee shall pay to Lessor as rent for the lease of the twenty-one (21) lift-equipped transit vans/buses, the amount of Twenty-Five Dollars (\$25.00) per year, to be paid in one (1) installment on or before the 1st of July of each year, to the Finance Department, located at 200 North David Street, Casper, Wyoming.

4. PURPOSE.

To operate the lease vehicles as part of the demand responsive (Dial-a-ride) and fixed route transit service for the City of Casper and the urbanized area. Lessee agrees to abide by all terms, conditions, and regulations imposed by the State of Wyoming and the Federal Transit Administration (FTA) relating to the transit program.

5. INSURANCE.

Lessee agrees to keep the twenty-one (21) lift-equipped transit vans/buses insured with automobile liability and collision and comprehensive physical damage insurance with the following coverage and limits:

<u>Automobile Liability</u>	
Per occurrence limit	\$500,000
Auto medical Payments	\$ 5,000
Uninsured Motorists	\$500,000

Physical Damage

Comprehensive and collision coverage actual cash value or cost of repair whichever is less, minus \$1,000 comprehensive and \$1,000 collision deductible for each auto.

Lessee shall furthermore provide that it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor. Lessee shall provide Lessor with a copy of said proof of coverage before placing any of these vehicles in service. Such certificates shall provide thirty (30) days advance written notice to the City of cancelation, material change, reduction of coverage, or non-renewal. Lessee further agrees to hold the City harmless and indemnify the City in and against any and all law suits, claims, demands, or actions arising from or relating to the use of the vehicles listed on Exhibits "A" and "B."

6. SUBLEASE.

The vehicles set forth in Exhibits "A" and "B" shall not be subleased or assigned by Lessee without prior written consent of the Lessor first being obtained.

7. TERMINATION.

Upon default of any of the terms and conditions contained herein by Lessee, Lessor may at its discretion immediately terminate this lease, and Lessee shall surrender possession of the vehicles in as good a condition as when they were accepted from Lessor, excepting normal wear and tear.

8. MAINTENANCE AND CONDITION.

Throughout the term of this lease, the Lessee shall maintain the vehicles in a good and safe condition. Lessor reserves the right to approve any requests for proposals for maintenance of said vehicles which may be published by Lessee, and/or to approve any contracts for maintenance of said vehicles by Lessee. Lessor also reserves the right to assume maintenance of said vehicles at the City Central Service Center, or to contract with the private sector for maintenance of said vehicles at any time during the lease term. In the event Lessor elects to assume, or contract the maintenance of said vehicles, at the option of the Lessor, this section of the lease may be renegotiated by the parties. Lessee further agrees that it will not alter the vehicles without obtaining prior written authorization from the Lessor. In the event Lessee makes any alterations to the vehicles pursuant to written authorization from Lessor, the same shall become and remain the property of Lessor. The Lessor reserves the right to perform periodic inspections for the purpose of confirming proper maintenance pursuant to this lease. Failure of the Lessor to exercise its right to inspection in no way relieves the Lessee of its obligations imposed by this section.

9. RETIRING VEHICLES.

Prior to retiring any vehicles, the Lessee will meet with the Lessor to review the general condition of vehicles to be retired and returned to the Lessor. This meeting will coincide with the CATC Board of Directors meeting. The Lessee will inform the City of the general condition of the vehicles to be retired. No vehicle repairs shall be made unless approved by the Lessor. Lessee will ensure that the general, on-going maintenance of the retiring vehicles are continued until their return to Lessor.

10. LEASE RENEWAL.

Lessee has the option to renew the lease for an additional term under terms and conditions mutually agreeable to the parties, provided, however, that the Lessee shall give written notice of its election to exercise said option at least ninety (90) days prior to the end of the lease term. Notwithstanding this option, however, the Lessor shall have the right within thirty (30) days after receiving said notice, to give written notice to Lessee that it rejects said renewal, in which case this lease shall expire upon its own terms at the end of the lease term. If no notice to renew is received from Lessee prior to the ninety (90) day period, this lease shall expire upon its own terms.

11. LICENSE FEES AND TAXES.

Lessee agrees that it shall pay to any governmental entity, on behalf of Lessor, any and all taxes, assessments, or license fees which may be assessed against the vehicles or required for the use of the property by any governmental agency upon reasonable notice by Lessor or any other governmental entity as to the amount due and owing.

12. WAIVER.

The waiver of any breach in any of the terms and conditions of this lease shall be limited to the act or acts constituting such default and shall never be construed as being a continuing or permanent waiver in any such term or conditions, all of which shall be and remain in full force as to future acts or happenings notwithstanding such individual waiver or any default thereof.

13. IMMUNITY/GOVERNMENTAL CLAIMS ACT.

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

14. COMMERCIAL ADVERTISING ON VEHICLES.

All commercial contracts for advertising on the vehicles set forth in Exhibits "A" and "B"

shall be submitted to the Community Development Director for review and approval, prior to execution. All revenue from the advertising shall be considered program income.

15. MISCELLANEOUS COVENANTS.

- a. Lessee will allow no liens to be placed upon the leased vehicles.
- b. Lessor shall have access to the lease property at all reasonable times for the purpose of inspection and repair.
- c. Lessee shall comply with all local, state, and federal laws and regulations.
- d. Lessee agrees that it has examined the leased vehicles set forth in Section 1, and accepts the same in their present condition.
- e. This lease shall be construed pursuant to Wyoming law.
- f. Lessee shall perform daily safety inspections of vehicles prior to beginning day's service. Vehicles that fail to meet the safety inspection standards shall not be placed in service until the safety deficiency is corrected.
- g. The Lessee shall immediately notify the Community Development Director of any vehicle accident involving said leased vehicles.

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

APPROVED AS TO FORM:

Wallace Tremblay

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS:

LESSEE:

By: \_\_\_\_\_

\_\_\_\_\_  
Louis Grunewald, President

Printed Name: \_\_\_\_\_

shall be submitted to the Community Development Director for review and approval, prior to execution. All revenue from the advertising shall be considered program income.

15. MISCELLANEOUS COVENANTS.

- a. Lessee will allow no liens to be placed upon the leased vehicles.
- b. Lessor shall have access to the lease property at all reasonable times for the purpose of inspection and repair.
- c. Lessee shall comply with all local, state, and federal laws and regulations.
- d. Lessee agrees that it has examined the leased vehicles set forth in Section 1, and accepts the same in their present condition.
- e. This lease shall be construed pursuant to Wyoming law.
- f. Lessee shall perform daily safety inspections of vehicles prior to beginning day's service. Vehicles that fail to meet the safety inspection standards shall not be placed in service until the safety deficiency is corrected.
- g. The Lessee shall immediately notify the Community Development Director of any vehicle accident involving said leased vehicles.

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

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS:

LESSEE:

By: Marge Cole  
Printed Name: MARGE COLE

Louis Grunewald  
Louis Grunewald, President

**Exhibit A**  
CASPER AREA TRANSPORTATION COALITION, INC  
**The Bus**  
VEHICLE INVENTORY  
February-14

VEHICLE #	Year	Description	Grant #	VIN #	Purchased Date Yr Manufacturer	Purchased Price	Federal Percentage	Condition	Disposition Date	Current Odometer	LOCATION IN CASPER	VESTED TITLE
230062	2007	18 passenger Ford Areotech wc lift equip	WY-90-X039	1FDXE45S97DB32352	2/8/2008	\$65,310.00	\$52,248.00	Fair	2013	197,443	1715 E 4TH ST	City of Casper
Stand-by									2015			
230068	2009	26 pass GMC Turtle Top	WY-96-X002	2116-1GBJ5V1G09F413050	12/31/2009	\$128,415.00	\$128,415.00	Good	2015	141,192	1715 E 4TH ST	City of Casper
						ARRA						
230070	2009	26 pass GMC Turtle Top	WY-96-X002	2117-1GBJ5V1G99F413077	12/31/2009	\$128,415.00	\$128,415.00	Good	2015	104,830	1715 E 4TH ST	City of Casper
						ARRA						
230071	2009	26 pass GMC Turtle Top	WY-96-X002	2171-1GBJ5V1GX9F413086	12/31/2009	\$128,415.00	\$128,415.00	Good	2015	158,013	1715 E 4TH ST	City of Casper
Stand by						ARRA						
230052	2005	26 Passenger International 320 Areolite	5309-03-01-1	1HVBTAFM65H108272	3/15/2005	\$83,556.00	\$66,845.00	Fair	2013	203,808	1715 E 4TH ST	City of Casper
Stand by									2014			
230075	2012	30 Passenger Freightliner Champion	JARC 5316	1FVACWDU8DHF5448	12/31/2012	\$120,889.00	\$96,711.20	Excellent	2023	33,839	1715 E 4TH ST	City of Casper
230076	2012	30 Passenger Freightliner Champion	WY-90-0050	1FVACWDXDHF5449	12/31/2012	\$120,889.00	\$96,711.20	Excellent	2023	56,553	1715 E 4TH ST	City of Casper
230077	2013	Ford Starcraft Allstar wc equip	WYDOT	1FDEFE4FSXDDA93230	8/19/2013	\$67,144.00	\$13,423.00	Excellent	2020	10,036	1715 E 4TH ST	Town of Evansville
230078	2013	Ford Starcraft Allstar wc equip	WYDOT	1FDEFE4FSXDDA93292	8/19/2013	\$67,144.00	\$13,423.00	Excellent	2020	13,578	1715 E 4TH ST	Town of Mills

- Fixtures & Miscellaneous Items  
15 - Woven Wood Window Coverings  
2 - Air Conditioner  
4 - Small Garbage Cans  
6 - Staplers  
4 - Desktop Roldex  
17 - Stacking Trays  
2 - Computer Disk Files  
100 - Computer Disks  
6 - Bulletin Boards  
2 - Wall Shelves  
1 - Wheelchairs  
2 - Wheelchair Ramps  
1 - Large Garbage Can  
1 - 30 Cup Coffee Pot  
1 - 12 Cup Coffee Pot  
1 - Large Table  
4 - Floor Mats  
3 - Twin Rolodex  
1 - Marker Board  
1 - 3 Hole Punch  
1 - Postal Scale  
4 - Tape Dispensers

**Exhibit B  
CATC  
VEHICLE INVENTORY  
March-14**

VEHICLE #	Year of Manufacture	Description	Grant # 5307	VIN #	Purchased Date	Purchased Price	Federal Percentage	Condition	Disposition Date	Current Odometer	Location in Casper	FTA Regulation for Retirement	Vested Title
230041	2001	6 passenger Ford Van wc lift equip	WY-90-X028	1FTSE34L81HB50151	12/30/2001	\$42,899.00	\$39,572.80	Fair	2011	47,851	1715 E 4th St	n/a	City of Casper
Stand by									2015				
230057	2006	18 passenger Ford Areotech wc lift eq	WY-90-X037	1FDXE45S46DB10161	1/1/2006	\$58,127.00	\$46,501.60	Fair	2012	170,408	1715 E 4th St	5 years or 150,00 miles	City of Casper
Stand by									2015				
230058	2006	18 passenger Ford Areotech wc lift equ	WY-90-X037	1FDXE45S66DB10162	1/1/2006	\$58,127.00	\$46,501.60	Fair	2012	176,505	1715 E 4th St	5 years or 150,00 miles	City of Casper
									2015				
230063	2008	18 passenger Ford Areotech wc lift equ	WY-90-X039	1FD4E45S38DB23408	9/10/2008	\$64,385.00	\$51,508.00	Fair	2015	157,872	1715 E 4th St	5 years or 150,00 miles	City of Casper
230064	2008	18 passenger Ford Areotech wc lift equ	WY-90-X039	1FD4E45S58DB23409	9/10/2008	\$64,385.00	\$51,508.00	Fair	2014	150,985	1715 E 4th St	5 years or 150,00 miles	City of Casper
									2015				
230065	2009	12 passenger Ford Areotech wc lift equ	WY-90-X044	1FDEE35S19DA90604	11/30/2009	\$54,975.00	\$43,980.00	Good	2014	114,563	1715 E 4th St	5 years or 150,00 miles	City of Casper
									2015				
230066	2009	12 passenger Ford Areotech wc lift equ	WY-90-X044	1FDEE35S39DA90605	11/30/2009	\$54,975.00	\$43,980.00	Good	2014	114,395	1715 E 4th St	5 years or 150,00 miles	City of Casper
									2015				
230067	2009	12 passenger E350 Ford Areotech wc lif	WY-90-X044	1FDEE35S59DA90606	11/30/2009	\$54,975.00	\$43,980.00	Good	2014	131,152	1715 E 4th St	5 years or 150,00 miles	City of Casper
									2015				
230069	2010	12 passenger Ford Turtletop wc lift equ	WY-96-X002	1FDEE33FSXADA12972	12/31/2009	\$50,654.00	\$50,654.00	Good	2016	121,258	1715 E 4th St	5 years or 150,00 miles	City of Casper
						ARRA							
230072	2010	7 passenger Dodge Ameri-Van wc lift	WY-96-X002	2D4RN4DE0AR184713	2/16/2010	\$36,985.00	\$36,985.00	Excellent	2018	24,926	1715 E 4th St	5 years or 150,00 miles	City of Casper
support vehicle						ARRA							
230073	2010	16 passenger Ford Areotech HYBRID WC Lift Equipped	WY-96-X002	1FDFE4FL3ADA21080	9/15/2010	\$111,498.00	\$111,498.00	Poor	2016	67,683	1715 E 4th St	5 years or 150,00 miles	City of Casper
						ARRA							

RESOLUTION NO. 14-181

A RESOLUTION AUTHORIZING A LEASE FOR THE USE OF CERTAIN CITY-OWNED VEHICLES TO CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR THE TRANSPORTATION OF THE ELDERLY, DISABLED, AND GENERAL PUBLIC.

WHEREAS, the City currently leases transit vans/buses to CATC for transportation of the elderly, disabled, and general public; and,

WHEREAS, it is in the best interest of the City to renew the lease with CATC for twenty (20) lift-equipped transit vans/buses to be used for the transportation of the elderly, disabled and general public in the urbanized area, consisting of the City of Casper, Mills, Evansville, Bar Nunn, and parts of Natrona County; and,

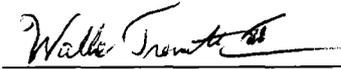
WHEREAS, in leasing the vans/buses to CATC, CATC will be responsible for all operating costs which include, but are not limited to, the following: (1) provide qualified drivers and support staff; (2) all maintenance and repair, gas, oil, lubricants, etc.; and, (3) provide the necessary reports as required by the City; and,

WHEREAS, the term of the lease shall be for one (1) year, commencing on July 1, 2014, to and including June 30, 2015, for an annual lease fee of Twenty-Five Dollars (\$25.00) for all vehicles;

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 lease with the Casper Area Transportation Coalition, Inc. (CATC), a Wyoming Non-Profit Corporation for use of City-owned vehicles, as more specifically delineated in the lease agreement.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

June 11, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Professional Services Contract with Casper Area Transportation Coalition, Inc., (CATC)

Recommendation:

That Council, by resolution, approve a professional services contract with Casper Area Transportation Coalition, Inc., (CATC) a Wyoming Non-Profit Corporation, for the first six months of Fiscal Year 2014-2015, in an amount not to exceed \$1,945,864.00.

Summary:

The 2010 Census identified the Casper area as an urbanized area with a population in excess of 63,500 people. As an urbanized area, the City of Casper is qualified to receive Federal Transit Administration (FTA) 49 U.S.C. § 5307 (formerly Section 9) funds. These funds can be used for capital, planning, and operating expenses for the City's local transit system operated by the Casper Area Transportation Coalition, known as CATC and The Bus.

The City does not provide transit services directly. Instead it contracts with CATC to provide transit service to the City and the urbanized areas of Mills, Evansville, Bar Nunn, and parts of Natrona County. The City has contracted with CATC to provide transit services since 1982. This City contract for CATC services in FY 2014-15 only provides funding for the first six months of operation and includes \$1,076,259 in FTA Funds for operating and capital assistance, \$236,676 for operating and capital assistance from the general fund; \$209,968 from local One Cent funds for weekend service and the extension of the Blue Route, and \$387,961 that will come from CATC through their service contracts and WYDOT funding sources. These contributions will function as the remaining required match on the 5307 funds.

As mentioned, this contract only reflects six months of operations for the City Transit Program. Last year's contract totaled over \$2 million, but CATC has leveraged the cost of providing transit services through other contracts. In FY14, to clarify local matching sources for FTA, CATC began issuing payments to the City using their secondary contracts; the City, in turn, returned those funds to CATC as reimbursement for services.

This new process demonstrates the true cost of running the transit program; consequently, the true cost is expressed at significantly higher rates compared to previous city budgets.

Staff will pursue a budget amendment in December 2014 to ensure continuity of existing service levels in the transit system because the current contract does not include sufficient operating dollars. For clarity on this issue, please see the following Table.

		FY 2012	FY 2013	FY 2014	FY 2015*
	<b>City Budget</b>				
A	FTA Grant	\$1,085,494	\$960,074	\$1,269,987	\$1,145,027
B	General Fund	\$376,315	\$346,762	\$444,175	\$239,576
C	One Cent	\$188,610	\$165,645	\$180,778	\$209,968
D	CATC Contributions	\$0	\$0	\$0	\$392,365
E	<b>Budget Total (A+B+C+D)</b>	<b>\$1,650,419</b>	<b>\$1,472,482</b>	<b>\$1,894,940</b>	<b>\$1,986,936</b>
	<i>Annual Contract Total</i>	<i>\$1,287,315</i>	<i>\$1,465,746</i>	<i>\$2,082,119</i>	<i>\$2,036,183*</i>
F	CATC Contributions	\$190,786	\$345,979	\$392,365	\$0
	<b>Total System Cost (E+F)</b>	<b>\$1,841,205</b>	<b>\$1,818,461</b>	<b>\$2,287,305</b>	<b>\$2,285,040</b>

**Table 1.** Note that the actual cost of operations has exceeded the budget each year for the past four years. This is due to CATC leveraging its own grants and contributions against the City's contract. However, changing the billing structure in 2014 made the actual cost of operating the system more transparent.

\*Indicates the contract price needed to cover the full year of operations. The present contract before Council only lasts for six months and totals \$1,945,864. Also note that the FY15 General Fund contribution is significantly lower than previous years, resulting in the need to create a second six month contract through a budget amendment to ensure continuity of transit operations.

In return for the contract amount of \$1,945,864, the City receives services provided by CATC including, but not limited to:

- A. Operation of a demand response transportation system for the elderly, disabled, and general public of the City and the urbanized areas of Mills, Evansville, Bar Nunn, and parts of Natrona County. Each member jurisdiction funds a portion of this service. Mills, Evansville, Bar Nunn and Natrona County contribute separately to the cost of their service, but the City of Casper is the principal contractor.
- B. Operation of a fixed route and dial-a-ride transportation system for the general public including the elderly, disabled, and transportation disadvantaged of the City within the boundaries of the City of Casper.
- C. Provision of a demand response transportation service, at a minimum, from 6:30 a.m. to 7:30 p.m., Monday through Friday, and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue transportation services on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; and, other holidays as deemed appropriate by the City of Casper.
- D. Provision of a fixed route transportation service, at a minimum, from 6:30 a.m. to 7:30 p.m., Monday through Friday, and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day,

Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by the City of Casper.

- E. Promotion of the services offered through appropriate informational programs.
- F. Provision of such other related services, which from time to time, may be mutually agreed upon in writing by the parties of this contract.

The professional services contract with CATC has been approved by the City Attorney's Office. A resolution has been prepared for Council's consideration.

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

PART I – AGREEMENT

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

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

with approval of the City.

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

2. TERM OF CONTRACT.

The term of this Contract is to commence on July 1, 2014, up to and through December 31, 2014. Prior to completion of the initial term, the City will prepare a budget amendment for City Council's consideration that will allow the City, at its sole discretion, to extend this agreement from January 1, 2015 to June 30, 2015.

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

3. COMPENSATION.

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

The City's financial obligation pursuant to this Agreement shall not exceed the sum of Eight Hundred Sixty-Nine Thousand, Six Hundred and Five Dollars (\$869,605). Contractor may request reimbursement for eligible costs of these funds through December 31, 2014. These funds shall be disbursed as follows:

- \$236,676 from the City's General Fund, administered by the MPO
- \$209,968 from the City's 1%#14 Fund, administered by the MPO
- \$387,961 from contractual contributions from CATC, administered by the MPO
- \$35,000 from the City's CDBG Fund, administered by the City Housing Division

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

administration.

The City's financial obligation using FTA grant monies pursuant to this Agreement shall not exceed the sum of One Million Seventy-Six Thousand Two Hundred and Fifty-Nine Dollars (\$1,076,259) during the 2014-2015 Fiscal Year.

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

It is expressly understood and agreed that in no event shall the amount of Federal and City funding to be paid pursuant to the Agreement exceed One Million Nine Hundred Forty-Five Thousand, Eight Hundred Sixty-Four Dollars (\$1,945,864) for FY 2014-2015 unless other budget amendments are approved by the City Council.

4. ADMINISTRATION.

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

5. ADDITIONAL CARRIERS.

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

6. FARES.

Fares and methods of fare payment charged to passengers and attendants shall be set by the City. Provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one-half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of the Contractor and considered program income. The City has the option to alter fares during the course of the contract. The City will notify the Contractor of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this contract, the demand response fare shall be Two Dollars (\$2.00) for the elderly and disabled and Five Dollars (\$5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar (\$1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by the City.

General fixed route fare is One Dollar (\$1.00) per trip, Student fare is Seventy-Five cents

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

7. GROUP TRIPS.

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

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

8. METHOD OF PAYMENT.

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

9. ANNUAL NATIONAL TRANSIT DATABASE SUBMISSION.

When required, the contractor shall be responsible for completing an Annual National Transit Database Submission in a timely manner and in accordance with FTA regulations, and submitting the same to the Federal Transportation Administration (FTA). The Contractor shall provide the City with a copy of all completed documents, including correspondence from FTA to the Contractor relating to the Annual National Transit Database Submission, as well as all revisions submitted to FTA by the Contractor. If a problem is encountered with the Annual National Transit Database Submission, the Contractor shall immediately notify the City of the problem and recommend action to mitigate the same.

10. OTHER REPORTS AND RECORDS.

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

B. Financial Performance Report.

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

1. Monthly.
  - Passenger count by jurisdiction.
  - Passenger count by route.
  - Passenger count by fare type
    - **The Bus**
      - General Public
      - Students
      - Reduced Fare
      - Children under 5
      - Reduced Fare Pass
      - Student Pass
      - General Public Pass
    - **CATC**
      - General Public Fare
      - Reduced Fare
      - Children under 12
  - Odometer readings for all vehicles.
  - Condition of each transit vehicle.
  - Number of individuals served.
  - One-way trips.
  - Vehicle hours and miles.
  - Maintenance records by vehicle number giving dates, types of service, warranty work, etc.
  - Cost of operation.
3. Access to Records - Contractor agrees to give the City, FTA, or its designee, general access to all agency records in conjunction with this agreement (except as provided by law), including, but not limited to, program records and reports.
4. Timelines - All monthly reports shall be prepared and submitted to the City no later than the date of the Contractor's monthly Board of Directors meeting. Failure to prepare and submit said reports to the City by the stated deadlines may at the option of the City terminate this agreement.

11. ANNUAL PLANNING AND OPERATIONS REPORT.

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

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

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

B. Description of Public Outreach efforts

1. Hold a minimum of two (2) meetings with the general public, one in September and one in March of each year during the term of the Contract, to discuss the existing service needs and proposed service changes (if any). Prepare a summary of the same for the Community Development Director.
  - a. These meetings should be publicly advertised for a designated time and place.
  - b. Meetings may come in many different forms, such as presentation, an open house, a charrette, a panel discussion, a stakeholder meeting, a public hearing, or other City-approved formats.
  - c. The meetings should address a specific agenda to be determined in consultation with the City.
    - i. The March meeting should address the annual Program of Projects and TIP required for FTA.
  - d. A presentation, discussion, or activities to facilitate the advertised agenda.

- e. Data collection, if necessary.
    - f. Opportunities for public comment.
    - g. Informal activities, which may address but are not focused on transit, do not meet the intent of this section unless the Contractor receives prior approval from the City.
  - 2. Document informal activities, such as community fairs or expos, presentations to civic groups, or related public meetings which may address transit issues.
- C. Recommend to the Community Development Director activities to improve service and operations efficiency.
- D. Recommend to the Community Development Director a three (3) year operations plan. The recommended plan shall include, but may not be limited to, the following:
- 1. Description of project operational goals, objectives, and performance measures.
  - 2. Proposed preventive maintenance planning and scheduling and how the Contractor intends to ensure compliance with FTA regulations thereto.
  - 3. Staffing levels and staffing issues.
- E. Recommend to the Community Development Director a three-year financial plan. The recommended plan shall include, but may not be limited to, the following:
- 1. Complete financial information showing projected income by each source.
  - 2. Total revenue from all sources.
  - 3. Plans to request and use any State Transportation Grant Funds the Contractor receives from the State. The City reserves its right to reject any and all of the proposed expenditures. In addition, the City retains its prerogative to substitute, or offer alternative transit projects for which the funds will be used.
  - 4. This information shall include but may not be limited to projected local match, program income, contract revenue, donations, etc.
- F. Recommend to the Community Development Director a three-year capital plan with and written justification for the same.
- 1. This summary shall include specifics on each proposed capital purchase, including use, estimated cost, year of purchase, and expected life span, and method of finance.

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

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

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

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

12. TURNDOWNS.

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

13. COMPLAINTS.

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

14. INFORMATION.

All information about the public transit program shall be submitted to the Community Development Director for review and approval prior to proceeding with the distribution to the general public.

15. COMMERCIAL ADVERTISING.

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

16. PERSONNEL.

Under the terms of this contract, the Contractor is an independent Contractor and has and retains full control and supervision of the services performed by and full control over the employee compensation and discharge of all employees of the Contractor other than City

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

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

17. PROCUREMENT PROCEDURES

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

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

18. PAYMENT OF BILLS AND CLAIMS.

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

19. RENEWAL.

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

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

20. TERMS AND CONDITIONS.

21. EXTENT OF AGREEMENT.

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

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

APPROVED AS TO FORM:

Walker Trembly

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS:

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

By: Marge Cole

Louis Grunewald  
Louis Grunewald, President

Printed Name: MARGE COLE

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

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

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

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

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

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

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

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

Witness:

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

By:   
Louis Grunewald, President



Printed Name: Louis Grunewald

Date: 6/10/14

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

FEDERAL CONTRACTUAL PROVISIONS

1. Required Clauses

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

2. Contractor Changes

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

3. Liabilities Against Procuring Agency

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

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

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

4. Audit and Inspection of Records

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

5. Termination for Convenience

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

6. Communications

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

7. Immunity/Governmental Claims Act

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

8. Compliance with Regulations

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

9. Nondiscrimination

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

10. Solicitations for Subcontractors, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Contractor, for work to be performed under a subcontract, including or procurement of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the Contractor or the Contractor's obligation under this contract and the regulations relative to nondiscrimination on the ground of race, color, or national origin.

11. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with non-discrimination provision of the Contract, the City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payment to the contractor under the contract until the contractor complies with; and/or,
- (b) Cancellation, termination, or suspension of the Contract, in whole or in part.

12. Incorporation of Provisions

The Contractor shall include these provisions in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directive issued pursuant thereto. The Contractor shall take such actions with respect to any subcontract or procurement as the City of the Federal Transit Administration may direct as means of enforcing such provisions including sanctions for noncompliance; provided however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Subletting of Contract

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

14. Licensing and Permits

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

15. Equal Opportunity

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

In implementing this project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. This provision is not applicable to contracts for standard commercial supplies or raw materials.

16. Conservation

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

17. Environmental Violations

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

18. Waiver

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

19. Prohibited Interest

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

20. Interest of Contractors

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

21. Integrity

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

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

22. Default

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

23. Remedies Upon Default

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

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

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

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

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

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

25. No Obligation by the Federal Government

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

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

26. Access to Records

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

27. Incorporation of FTA Terms

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

28. Disputes, Breaches, Defaults, or Other Litigation

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

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

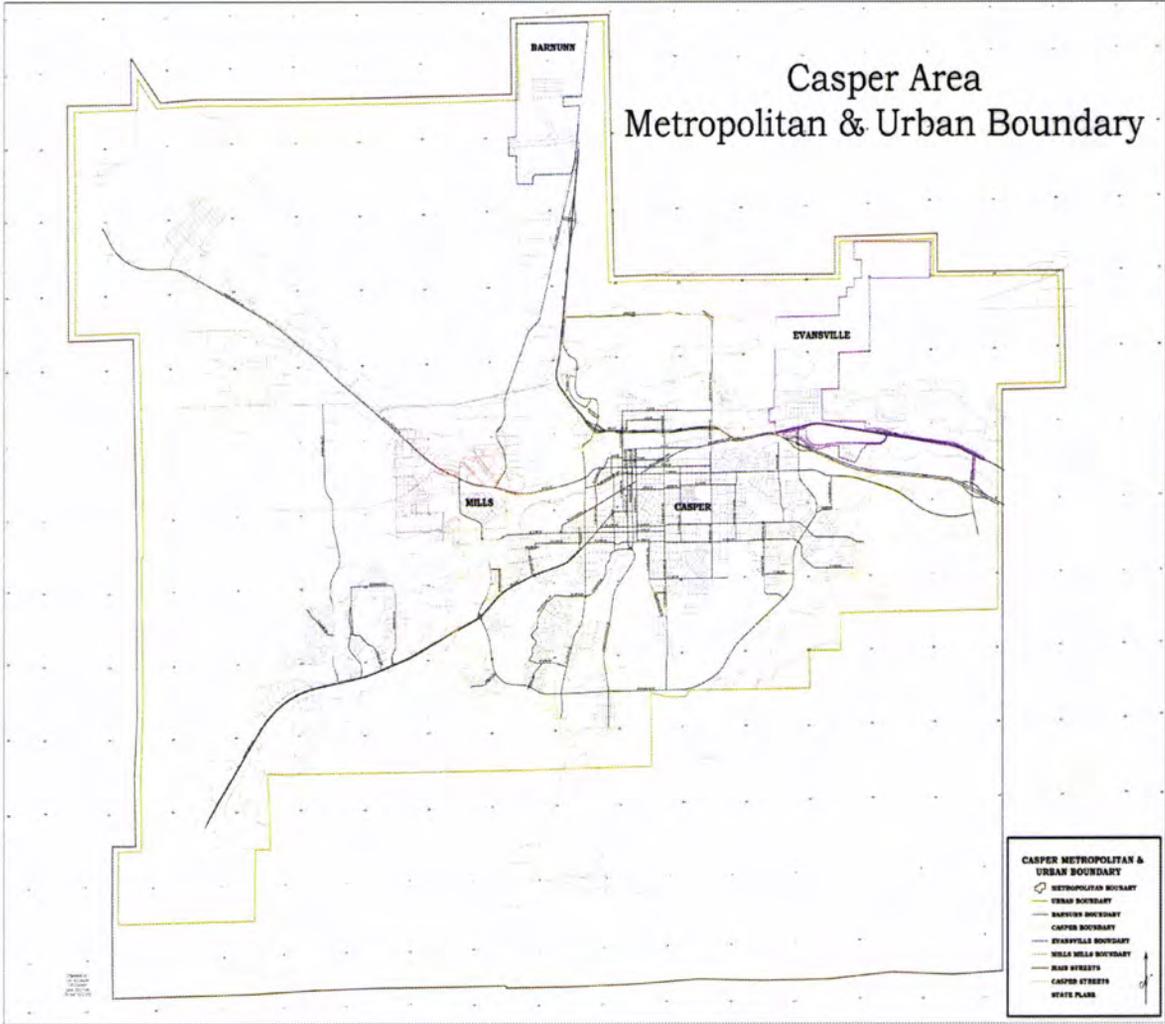
b. Federal Interest in Recovery - The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the City of Casper may return any liquidated damages recovered to its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

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

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

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

EXHIBIT A



RESOLUTION NO. 14-182

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CASPER AREA TRANSPORTATION COALITION, INC., (CATC), A WYOMING NON-PROFIT CORPORATION, FOR FISCAL YEAR 2014-2015

WHEREAS, the City of Casper desires to engage CATC, to render certain professional services, and provide a demand response transit service and fixed route transit service for the City of Casper and the urbanized area; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and Casper Area Transportation Coalition, Inc., (CATC), a Wyoming Non-Profit Corporation, for Fiscal Year 2014-2015, in an amount not to exceed One Million Nine Hundred Forty-Five Thousand, Eight Hundred Sixty-Four Dollars (\$1,945,864).

BE IT FURTHER RESOLVED: That the contract amount for the City's financial obligation shall not exceed the sum of Four Hundred Eighty-One Thousand, Six Hundred Forty-Four (\$481,644) Dollars, with the rest of the funding to come from Federal grants to the City as detailed in the Professional Services Agreement and from CATC to the City as detailed below.

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

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

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

APPROVED AS TO FORM:

Wallace Tremblay

CITY OF CASPER, WYOMING  
ATTEST:

A Municipal Corporation

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V. H. McDonald  
City Clerk

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Paul L. Meyer  
Mayor

June 25, 2014

MEMO TO: John Patterson, City Manager

FROM: Liz Becher, Community Development Director  
Joshua Bake, Urban Renewal Manager

SUBJECT: Adoption of *Appendix 2* of the *Procurement, Financial, and Other Policies Manual* (PFPM) for the City of Casper

Recommendation:

That Council, by resolution, adopt *Appendix 2* of the *Procurement, Financial, and Other Policies Manual* (PFPM) as it relates to procurements using United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant Program (CDBG) dollars.

Summary:

In February 2014, the City Council approved *Appendix 1* of the *Procurement, Financial, and Other Policies Manual* (PFPM) as it relates to procurements using Federal Transit Administration (FTA) dollars, following a procurement audit in August 2013.

Staff has further identified that procurement requirements from HUD can be equally stringent. The Community Development's Urban Renewal Division that oversees the Community Development Block Grant Program (CDBG) has attempted to align the City policy and HUD regulation whenever possible in proposed *Appendix 2*. Based on additional suggestions from City of Casper auditors, staff has taken measures to assure that the City will continue to manage the CDBG funds correctly. It is imperative for the City to take these proactive steps to remain in compliance in order to keep receiving CDBG funds.

A resolution has been prepared for Council's consideration.

**Appendix 2: U.S. Department of Housing and Urban Development (HUD)  
Community Development Block Grant Program (Fund 12/CDBG)  
Procurement Policies and Procedures**

**Contents**

Appendix 2: U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (Fund 12/CDBG) Procurement Policies and Procedures..... 1

    Introduction ..... 1

    Section 1. Overview of Procurement Requirements ..... 2

    Section 2. Small Purchase Procedures ..... 3

    Section 3. Sealed Bids (Formal Advertising)..... 4

    Section 4. Competitive Proposals..... 5

    Section 5. Non-competitive Proposals ..... 6

    Section 6. Conflicts of Interest..... 6

    Section 7. Excluded Parties.....7

    Attachment. Code of Federal Regulations 24CFR85.36.....8

**Introduction**

The City of Casper has major responsibilities which include the management of Community Development Block Grant program funds (CDBG) allocated by the U.S. Department of Housing and Urban Development (HUD). City staff must be aware of additional requirements regarding the use of federal funds. This section of the PFPM will describe in detail the procurement policies of HUD and how the City has implemented them into standard procedure.

State and local recipients of CDBG funds are responsible for ensuring that goods and services are procured competitively and in accordance with established procurement rules and regulations. Local procurement policies should describe how the recipient will procure supplies, materials, services and equipment. The policy should assure that all purchases are handled fairly and in a manner that encourages full and open competition. Recipients should follow the procedures established in the policy and document how all procurements were handled.

It is imperative that staff stay abreast of changes in these regulations through communication with HUD regional headquarters, regular procurement trainings, and attention to periodic updates in the Circular.

The Community Development Director may delegate responsibility of procurement oversight to the Urban Renewal Division (URD). The URD Manager is responsible for providing procurement advice on all matters relating to procurement as well as those procurement actions necessary to ensure that the award of contracts is carried out in a manner consistent with the policies and procedures in this book.

The purpose of this appendix to the PFPM is to set forth the procurement methods and establish standards for obtaining goods and services, including construction, professional, architectural, and engineering services necessary for the operation of the City's CDBG program. When the procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with any applicable mandatory Federal law and regulations which are not reflected in these procedures.

The procurement procedures are designed to:

1. Instill public confidence in the procurement process of the City of Casper.
2. Ensure fair and equitable treatment for all vendors who seek to do business with the City, with particular emphasis on Disadvantaged Business Enterprises (DBE).
3. Maximize the purchasing value of public funds in procurement.
4. Ensure maximum open and free competition in the expenditure of public funds.
5. Provide the safeguards to maintain a procurement system of equality and integrity.

## **Section 1. Overview of Procurement Requirements**

*When a grantee elects to hire a contractor, whether to administer a program, complete a task or do construction, those contractors must be procured competitively. This section highlights the procurement rules.*

**Key Topics in This Section:** Procurement requirements and methods

**Regulatory/Statutory Citations:** 570.502, 570.610, 85.36

**Other Reference Materials on This Topic:** CPD Notice 96-05, Executive Order 12549

Both grantees and sub-recipients must follow federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in:

- State and local governments and Indian tribes – 24 CFR Part 85. A copy of Part 85 is included in the attachments to this chapter;
- Nonprofits, institutions of higher education and hospitals – OMB Circular A-110, as implemented through 24 CFR Part 84.

In addition to federal regulations, most states and many local governments have laws and regulations regarding procurement. Each entity receiving CDBG funds should be aware of state and/or local laws that may affect procurement policies.

Grantees should adopt procurement policies that describe how the grantee or sub-recipient will procure supplies, materials, services, and equipment. The policy should assure that all purchases are handled fairly and in a manner that encourages full and open competition. Grantees should follow the procedures established in the policy, and document how all procurements were handled.

The “essence of good procurement” can be summarized as follows:

- Identify and clearly specify standards for the goods or services the grantee or sub-recipient wants to obtain;
- Seek competitive offers to obtain the best possible quality at the best possible price;
- Use a written agreement that clearly states the responsibilities of each party;
- Keep good records; and
- Have a quality assurance system that helps the grantee or sub-recipient get what it pays for.

There are four methods of procurement that are identified in the federal regulations:

- 1) Small purchase procedures;
- 2) Sealed bids;
- 3) Competitive proposals; and
- 4) Non-competitive proposals.

Please note that the following training manual text is an abbreviated summary of the procurement rules and grantees are encouraged to read Part 85.36 in its entirety (Attachment A) as well as any applicable state or local procurement laws.

## **Section 2. Small Purchase Procedures**

The small purchase procedures allow recipients to acquire goods and services totaling no more than **\$100,000**, without publishing a formal request for proposals or invitation for bids.

The City will ensure the following when purchasing services, supplies, or property valued under \$100,000 to ensure that the price is fair and reasonable:

- This method of procurement is typically used to purchase commodities such as equipment or other materials.
- In the event that a grantee is purchasing materials or services that will exceed **\$20,000**, they must use the bid process per City policy.

The small purchases method can also be used to acquire eligible types of services, such as professional consulting, environmental review, or planning. This method cannot be used if the

services contract will exceed \$100,000 in value. If the services contract will exceed \$100,000, the grantee must issue an RFP under the competitive proposals approach (see below).

In general, the small purchases procedures also should not be used to acquire construction contractors. It is recommended that these acquisitions occur under the sealed bid approach outlined below.

Under the small purchases method, grantees send a request for quotes to potential vendors with a detailed description of the goods or services needed. In return, they receive competitive written quotations from an adequate number of qualified sources.

- Each quote should include pricing information that allows the grantee to compare costs across bidders and ensure cost reasonableness.
- Documentation of the quotes shall be maintained in the grantee's files.

The award should be made to the lowest responsive and responsible source.

### **Section 3. Sealed Bids (Formal Advertising)**

Sealed bids (Formal Advertising) should be used for all construction contracts or for goods costing more than \$100,000.

- In the event that a grantee is purchasing materials or services that will exceed **\$20,000**, they must use the bid process per City policy.

In addition to procedures already within the PFPM, the City will ensure the following during sealed bid procurements:

Competitive sealed bidding requires publicly solicited sealed bids and a firm-fixed-price lump sum or unit price contract is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

In order for formal advertising to be feasible, the following minimum conditions must be present:

- A complete, adequate and realistic specification or purchase description is available.
- Two or more responsible suppliers are willing and able to compete effectively for a grantee's business.
- The procurement lends itself to a firm fixed-price contract, and the selection of the successful bidder can appropriately be made principally on the basis of price.

When the competitive sealed bid (formal advertising) process is used, the following requirements apply:

- **Publication Period:** The invitation for bids must be publicly advertised and bids solicited from an adequate number of suppliers. The publication should be published at least once in a newspaper of general circulation, providing sufficient time prior to bid opening. If

the publication period is not of sufficient time to attract adequate competition, the bid may have to be re-advertised.

- **Clear Definition:** The invitation for bids, including specifications and pertinent attachments, must clearly define the items or services needed in order for bidders to properly respond to the invitation.
- **Public Opening:** All bids must be opened publicly at the time and place stated in the invitation for bids. The public is allowed at that time to review the bids.
- **Selection and Contracting:** A firm-fixed-price contract award must be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs must be considered in determining which bid is lowest.
- **Rejection of all Bids:** All bids may be rejected when sound documented reasons exist. Such documentation shall be made a part of the files.

#### **Section 4. Competitive Proposals**

Competitive proposals are used to purchase professional services where the total cost will exceed \$100,000. Under this procurement method, the grantee must publish a written request for submissions and then review these submissions based on established selection criteria.

The grantee must solicit proposals from an adequate number of qualified sources. Under this approach, there are two possible methods of soliciting proposals.

- A request for proposals asks that offerers submit both qualifications and cost information.
- A request for qualifications can be used for purchasing architecture and engineering services. It only asks for information on the offerer's expertise/experience and not on cost, subject to a negotiation of fair and reasonable compensation. When acquiring any service that is not architecture or engineering, the full RFP process must be used.

For example, if a grantee were to hire a for-profit CDBG contract administrator and that contract exceeded \$100,000, an RFP would be required.

When acquiring architectural or engineering services, either a RFP or a RFQ may be used. Note that if an architectural or an engineering firm is being hired to provide a non architectural/engineering service that service must be procured using either the small purchases process or a RFP.

For example, some engineering firms also provide construction and grants management services. In that situation, a RFQ cannot be used and either the small purchases (if it is less than \$100,000) or a RFP must be used.

When Competitive Proposals are utilized, the following requirements apply.

- **Publication Period:** Proposals must be solicited from an adequate number of qualified sources and an advertisement must be published. RFPs/RFQs should be published in a sufficient timeframe before the proposals/qualifications are due.
- **Clear Definition:** The RFP/RFQ must identify the general scope of work and all significant factors of evaluation, including price where appropriate, and their relative importance.
- **Technical Evaluation:** The grantee must provide a mechanism for technical evaluation of the proposals received, determinations of responsible offerer and the selection for contract award.
- **Award:** Award may be made to the responsible offerer whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerers should be notified promptly. The contract can be either a fixed price or a cost reimbursement type.

## **Section 5. Non-competitive Proposals**

Non-competitive procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:

- Where the item is available only from a single source;
- Where a public emergency or urgent situation is such that the urgency will not permit a delay beyond the time needed to employ one or the other procurement methods; or
- Where after solicitation of a number of sources, competition is determined inadequate.

## **Section 6. Conflict of Interest**

No employee, officer, agent, or City Council member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with HUD assistance; if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those previously listed has a financial or other interest in the firm selected for award.

- This written code of conduct applies to all employees, officers, agents of the grantee, members of their immediate family, and partners.

This code shall prevent financial interest or other benefits earned for any of these persons due to a CDBG-related procurement action. These persons also cannot solicit or accept gratuities, favors or other items of monetary value from contractors.

If any of the aforementioned individuals have a substantial or controlling financial interest in any business entity, transaction or contract with the City, or in the sale of real estate, materials, supplies or services to the City, they shall disclose such interest in any matter in which they may be called to act in their official capacity. Furthermore, they shall refrain from voting upon or otherwise participating in the transaction or the making of such contract or sale per City code.

## **Section 7. Excluded Parties**

Grantees must not make any award (sub-grant or contract) to any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

This applies to any CDBG-assisted contract at any tier in the process.

- To learn more about excluded parties, go to: <http://www.epls.gov/>

# Attachment A

[Code of Federal Regulations]

[Title 24, Volume 1]

[Revised as of January 1, 2007]

From the U.S. Government Printing Office via GPO Access

[CITE: 24CFR85.36]

[Page 532-538] TITLE 24--HOUSING AND URBAN DEVELOPMENT  
PART 85 ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND  
COOPERATIVE Subpart C Post-Award Requirements  
Sec. 85.36 Procurement.

## **(a) States.**

When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

## **(b) Procurement standards.**

- (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
- (2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - (i) The employee, officer or agent,
  - (ii) Any member of his immediate family,
  - (iii) His or her partner, or
  - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for

penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a

Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

**(c) Competition.**

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and

standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

**(d) Methods of procurement to be followed.**

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- (ii) Proposals will be solicited from an adequate number of qualified sources;
- (iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
  - (A) The item is available only from a single source;
  - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - (C) The awarding agency authorizes noncompetitive proposals; or
  - (D) After solicitation of a number of sources, competition is determined inadequate.
- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

**(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.**

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

**(f) Contract cost and price.**

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's

investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles. Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

**(g) Awarding agency review.**

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

- (i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

- (i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a

continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

**(h) Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**(i) Contract provisions.**

A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]

RESOLUTION NO. 14-183

A RESOLUTION AUTHORIZING AN APPENDIX TO THE CITY'S PROCUREMENT, FINANCIAL, AND OTHER POLICIES MANUAL (PFPM).

WHEREAS, the City of Casper is a recipient of Federal grant monies from the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant Program (CDBG); and,

WHEREAS, HUD has specific requirements regarding the procurement of goods, services, and construction contracts; and,

WHEREAS, the City wishes to remain compliant with grant requirements in order to maintain this funding source.

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, that *Appendix 2* be added to the Procurement, Financial, and Other Policies Manual, and that this appendix becomes the official policy document for staff when preparing procurements using Federal Department of Housing and Urban Development dollars.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation:

ATTEST:

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

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

June 26, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Tracey Belser, Human Resources Director *TB*  
SUBJECT: Municipal Court Judge Employment Agreement

Recommendation:

That Council, by resolution, authorize an Employment Agreement with Kara C. Fink, to serve as a Municipal Court Judge.

Summary:

Municipal Court Judge Heidi Deifel submitted a letter of resignation on May 1, 2014. Human Resources opened the position for Municipal Court Judge May 7, 2014. Interviews were conducted by the Municipal Court Committee and Kara C. Fink was selected as the finalist.

A resolution has been prepared for Council's consideration.

**EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
KARA C. FINK**

THIS EMPLOYMENT AGREEMENT is entered into this \_\_\_\_\_ day of June 2014, by and between THE CITY OF CASPER, WYOMING, a Municipal Corporation, hereinafter referred to as "City," and Kara C. Fink, hereinafter referred to as "Employee." The City and the Employee collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the City has determined it to be in its best interest to procure the professional services of Employee as a Municipal Judge on a contractual basis, and desires to employ Employee as a contract employee with the City; and,

WHEREAS, Employee desires to accept the position of Municipal Judge on a contractual basis under the terms and conditions herein set forth.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City shall employ Employee as a part time Municipal Court Judge, and Employee shall accept and continue in said employment under the terms herein set forth.
2. Employee shall serve at the pleasure of the Casper, Wyoming City Council pursuant to W.S. 15-4-202 and Casper Municipal Code Section 2.22.030, and this Agreement and Employee's employment may be terminated at any time, with or without cause by the Casper City Council. Employee's employment is at-will. This is not an agreement of continued employment, either for a definite or indefinite term. The Parties specifically agree that the City's Personnel Rules and Regulations as they now exist, or as amended, shall not be construed as an Agreement between the City and the Employee, or as creating any binding terms or conditions of employment. The City retains the right to change or amend the contents of its Personnel Rules and Regulations as it deems necessary, with or without notice and without consideration.
3. During her tenure the Employee shall:
  - A. Serve and perform the duties as a part-time Municipal Judge for and on behalf of the City of Casper to determine all cases arising under the Casper Municipal Code pursuant to Chapter 2.22 of the Casper Municipal Code and as specified and set forth in the attached Job Description.
  - B. The Parties agree and understand that the City has employed other part-time Municipal Court Judges, and that it will be responsibility of the Employee and the

other part-time Municipal Judges to arrange their schedules to insure that the court proceedings of the Casper Municipal Court are continually covered by their services. In addition, subject to the set off of Employee's salary as set forth in Paragraph 6A, the Employee shall have the right to request that a provisional part-time Municipal Court Judge retained by the City fill in for the Employee at times when the Employee is not able to arrange coverage for Employee's work schedule by the other part-time Municipal Judges.

- C. Not accept employment or cases in the private practice of law which Employee would reasonably know or anticipate will conflict with the performance of her duties as a Municipal Judge for the City of Casper.
  - D. Stay informed concerning the laws of the State of Wyoming, and the Ordinances of the City of Casper, Wyoming, and all other applicable law as they pertain to Employee's services as a Municipal Judge.
- 4. Maintain active membership, in good standing, of the Wyoming State Bar Association at Employee's expense.
  - 5. Employee is to be considered an exempt employee.
  - 6. In return for the services provided by the Employee the City shall:
    - A. Provide Employee with a salary of Fifty Four Thousand Nine Hundred and Five Dollars and Sixty Seven Cents (\$54,905.67) annually, payable bi-weekly. The wage rate may be raised by budgeted cost of living increases, or step or grade increases, without amending this agreement in the sole discretion of the City Council. It is understood that the Employee's performance will be reviewed on a periodic basis. Employee acknowledges and understands that Employee is not, as a part-time employee entitled to the vacation, disability, health insurance, retirement, or other benefits otherwise given or accorded to full time employees of the City, except for workers' compensation coverage.

Said monthly compensation shall be reduced by any sum paid by the City for a provisional judge to fill this position during any absence of the Employee when the Employee would otherwise be scheduled or expected to cover Municipal Court proceedings. PROVIDED, HOWEVER, in the event the sum paid to a provisional judge in any bi-weekly pay period exceeds the gross compensation otherwise due the Employee for such pay period, the reduction of Employee's compensation shall not exceed the total sum of gross compensation otherwise due the Employee for such pay period.

By way of example, should the Employee's gross compensation for any given bi-weekly period be the sum of \$1,000.00, and a provisional judge filling in during or for said pay period is paid the sum of \$1,500.00, the Employee's compensation

shall be reduced by the sum of \$1,000.00, and the Employee shall not be liable to the City, either by reduction in compensation or otherwise for the additional \$500.00 of compensation paid to the provisional judge.

- B. Provide Employee with full coverage professional liability insurance for acts performed within the scope of her employment by City, or in the event that such insurance is not secured, City agrees to indemnify and hold Employee harmless, including providing the cost of Employee's defense, with regard to acts performed within the scope of Employee's employment by the City.
7. Employee shall provide the City with thirty (30) days written notice of voluntary resignation.
8. Post-Employment Obligations.
- A. City Property. All records, files, lists, including computer generated lists, drawings, documents, equipment and similar items relating to the City's business which Employee shall prepare or receive from the City shall remain the City's sole and exclusive property. Upon termination of this Agreement, Employee shall promptly return to the City all property of the City in her possession. Employee further represents that she will not copy or cause to be copied, print out or cause to be printed out any software, documents, or other materials originating with or belonging to the City, without permission, for Employee's personal use. Employee additionally represents that, upon termination of her employment with the City, she will not retain in her possession any such software, documents, equipment, or other materials. Provided, however, the restrictions set forth in this paragraph shall not apply to copies of public record documents.
  - B. Cooperation. Employee agrees that both during and after her employment she shall, at the request of the City, render all assistance and perform all lawful acts that the City considers necessary or advisable in connection with any litigation involving the City or any officer, employee, agent, representative, consultant, client or vendor of the City. The Employee will be eligible to be reimbursed for reasonable expenses for complying with this requirement.
9. Waiver. Any waiver or consent from the City or Employee with respect to any term or provision of this Agreement or any other aspect of the City or Employee's conduct or employment shall be effective only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of the City or Employee at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to, any term or provision of this Agreement or any other aspect of City's or Employee's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect the City's or Employee's right at a later time to enforce any such term or provision.

10. Upon execution of this agreement, any and all prior written agreements between the Parties for Municipal Court Judge services shall terminate, and be of no further force or effect between the Parties.
11. This Agreement sets forth and contains the entire agreement between the Parties in respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written between the City and Employee. No statements, promises or inducements, express or implied, now or in the future, not contained or set forth in this Agreement shall be binding between the Parties.

This Agreement shall not be enlarged, modified, amended or altered unless in writing signed by all of the Parties hereto.

This Agreement shall be binding upon the Parties hereto, their heirs, devisees, successors or personal representatives.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming, without regard to the conflicts of law rules thereof.

**IN WITNESS WHEREOF**, the City and Employee have executed this Agreement on the above stated date.

Approved as to form:

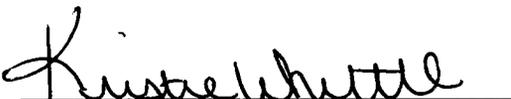
  
\_\_\_\_\_  
City Attorney

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Kara C. Fink, Employee

# MUNICIPAL JUDGE

## CITY OF CASPER JOB DESCRIPTION

<b><u>BAND/GRADE</u></b> Contract with City Council	<b><u>DRIVING</u></b> Non-Essential	<b><u>FLSA STATUS</u></b> Exempt
<b><u>CLASS SUMMARY:</u></b> Incumbent performs highly responsible management, administrative, and professional duties serving as Municipal Judge for the City of Casper. Exercising a high degree of independence, initiative, and professional expertise in a judicial capacity in accordance with policy established by City Council, the City Charter, and City, State, and federal laws, regulations, and guidelines. Receives administrative direction from City Council.		

<b><u>TYPICAL CLASS ESSENTIAL DUTIES:</u></b> (These duties are a representative sample; position assignments may vary.)	
1.	Presides over criminal misdemeanor and traffic violations of City ordinances.
2.	Presides over arraignments, court trials, jury trials, pre-trial hearings, mitigations, sentencing and show-cause hearing for criminal and traffic violators.
3.	Manages the City of Casper Municipal Court docket.
4.	Issuance of statewide bench warrants for violation of a City ordinance.
5.	Determines bond for a person charged with a violations of a City ordinance to ensure appearance at future court dates.
6.	Issuance of warrants, search warrants, subpoenas or other necessary processes for contempt to the same extent as the District Court.
7.	Develops rules of practice for the City of Casper Municipal Court which are consistent with Casper Municipal Code, and State statutes governing the practices and proceedings of cases before justices of the peace and constables.
8.	Represent the City of Casper by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor.
9.	Follow all City safety procedures.
10.	Performs other duties of a similar nature or level.

<b><u>Training and Experience</u></b> (positions in this class typically require): <ul style="list-style-type: none"><li>• Minimum of three years in the practice of law or equivalent legal experience, including some experience in a trial courtroom setting.</li><li>• Attorney at Law admitted to the practice of law by the Supreme Court of the State of Wyoming.</li></ul>
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# MUNICIPAL JUDGE

## CITY OF CASPER JOB DESCRIPTION

### **Licensing and Certification Requirements** (positions in this class typically require):

#### Licensing Requirements:

- Membership in the State Bar of Wyoming.

### **Knowledge & Abilities** (position requirements at entry):

#### Knowledge of:

- Substantive criminal and traffic law related to City ordinances.
- Wyoming Rules of Criminal Procedure.
- Cash flow management principles.
- Methods of efficient juror utilization.
- Court case calendaring methods, development, and principles.
- Criminal justice system principles.
- Wyoming Canons of Judicial Conduct.
- Current courtroom procedures and Wyoming rules of evidence.
- English usage, spelling, grammar and punctuation.
- Applicable Federal, State, Local and City government codes, rules and regulations.

### **Abilities** (position requirements at entry):

#### Ability to:

- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Observe people's behavior in a courtroom setting.
- Manage cases scheduled in the courtroom efficiently and effectively.
- Formulate and implement plans and programs pertaining to Municipal Court.
- Use modern office equipment, including modern computer software and methods.
- Conduct and control court proceedings, elicit pertinent information, and confine witnesses and litigants to relevant issues.
- Appraise factual situations and make appropriate decisions promptly and in accordance with the law.
- Render legal decisions and assess penalties in a fair and impartial manner.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations.

### **Skills** (position requirements at entry):

#### Skill in:

- Decision making and problem solving.
- Prepare clear and concise reports.
- Technical writing.
- Operating modern office equipment, software and operating systems/applications.
- Oral and written communication, sufficient to exchange or convey effective information.
- Time management.
- Public speaking.

# MUNICIPAL JUDGE

## CITY OF CASPER JOB DESCRIPTION

**Physical Requirements:**

Positions in this class typically require: stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, talking, hearing, seeing and repetitive motions.

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

**Note:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

Incumbents must be of good moral character.

**Classification History:**

Prepared by HR  
Date: 08-13-13

RESOLUTION NO. 14-184

A RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT WITH KARA C. FINK, FOR PROVISION OF MUNICIPAL COURT JUDGE 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 City Clerk to attest, an Employment Agreement for professional services with Kara C. Fink, for the provision of Municipal Court Judge services for the City, pursuant to the terms and conditions of said Agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract as provided therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

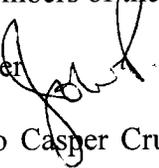
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V. H. McDonald  
City Clerk

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Paul L. Meyer  
Mayor

June 23, 2014

MEMO TO: His Honor, the Mayor, and Members of the City Council  
FROM: John C. Patterson, City Manager   
SUBJECT: Mike Sedar Ballfield Lease to Casper Crush to Facilitate the Construction of a Fieldhouse

Synopsis:

Year-round practice is difficult for youth baseball. The Casper Crush desire to lease the Mike Sedar ballfield and adjacent property for the construction of a fieldhouse and other practice facilities.

Background:

The youth baseball community has talked of a field house for years. They have now secured the funding to make it a reality. The fieldhouse will enable year-round practice which will make our teams even more competitive.

The City has property north of Station #2 which is of sufficient size for the fieldhouse. This site is ideal given the adjacent ballfield and park space. The fieldhouse will be constructed this year with other facilities, like batting cages, added in the future. This will be a great amenity for youth baseball.

The proposed lease is long-term given the significant investment to be made by the Casper Crush in the building and facilities.

Recommendation:

Approve the lease and authorize the Mayor to sign on behalf of the City.

**LEASE AGREEMENT**

THIS Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 N. David, Casper, Wyoming 82601, hereinafter referred to as "Lessor," and Casper Crush, Inc., 152 N. Durbin, Suite 220, Casper, Wyoming 82601, hereinafter referred to as "Lessee," the Lessor and Lessee collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, the Lessee desires to use an area of Mike Sedar Memorial Park located on the north side of College Drive for a youth baseball program sponsored by the Lessee, and

WHEREAS, the Lessee desires to lease the land described herein from the Lessor for the purposes of offering its youth baseball program to the youth of Casper and the surrounding area under the terms and conditions as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree by and between them 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 lease agreement.

2. LEASED PREMISES/WARRANTY DISCLAIMER:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth herein, the following described real property said real property:

The real property described and set forth on Exhibit "A" attached hereto, the same being incorporated herein at this point as if fully set forth, hereinafter referred to as the "leased premises."

**LESSOR HEREBY LEASES THE LEASED PREMISES TO LESSEE "AS IS, WITH ALL FAULTS." LESSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE CONDITION OR USE OF THE LEASED PREMISES OR THE FITNESS OR MERCHANTABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE.**

Lessee states that Lessee has inspected the leased premises, and hereby accepts said property in its present condition.

The parties agree and understand that the surveyor had difficulty in determining the true boundary of the northern right-of-way line for College Drive which otherwise abuts the description of the southern boundary line of the leased premises. The Lessee agrees to voluntarily amend the description of the southern boundary line of the leased premises to match that of the true northern boundary line of College Drive at such time as the true northern boundary line of College Drive is determined by the Lessor.

3. LEASE TERM/RENEWAL:

The leased premises shall be leased to the Lessee for a term of thirty (30) years, and if not otherwise sooner terminated as provided herein, shall terminate and be of no further force or effect between the Parties at midnight on July 31, 2044.

Lessee shall have the option to renew this Lease Agreement upon giving written notice to Lessor of its intention to renew the same on or before July 1, 2044 for one (1) additional thirty (30) year term until midnight on July 31, 2089, at which time this Lease shall terminate, and shall be of no further force or effect between the parties. The renewal term being under and subject to the same terms and conditions hereof.

4. RENT:

Lessee shall pay to Lessor rent in the amount of Ten Dollars (\$10.00) per year, due and payable to the Lessor on or before August 1<sup>st</sup> of each year of this Lease.

5. PURPOSE:

The leased premises are leased to Lessee solely for the purpose of operating its youth baseball program as a means of providing additional recreational opportunities for the youth of Casper and the surrounding area. The Lessee will be constructing a building and other improvements on the leased premises for its program. No other use of the premises may be made of the leased premises without the express prior written permission of the Lessor.

6. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer pursuant to law. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for the making of repairs, additions, alterations, or improvements thereto.

7. INSURANCE:

Lessee agrees to provide and maintain through the term of this lease, and any subsequent lease renewals, liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence, and property damage liability insurance in the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above, **prior** to the commencement of any activities by the Lessee on the leased premises. Said insurance policy or policies shall name the Lessor as an additional named insured and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

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

Lessee shall further insure the improvements made to the leased premises against loss by fire or other casualty in amounts and in insurance carriers approved by the Lessor. Said insurance policy or policies shall name the Lessor as an additional insured as its interests may appear and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

8. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members or participants to violate any of the terms and conditions of this lease nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

9. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the Lessor's right to accept or reject the same, including the right to accept or reject sponsors and advertising content to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any

advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. It is understood that any approval by the Lessor of advertising material shall not constitute a waiver of Lessee's obligations concerning such violations or infringement. Lessee agrees to indemnify and hold the Lessor harmless with respect to all claims alleging such violations, without cost to the Lessor. Advertisement(s) cannot be pre-sold beyond the time periods of the respective lease terms of this Lease.

10. INDEMNITY OF LESSOR:

Lessee agrees to indemnify and hold the Lessor, its officers, elected officials, employees, and agents harmless in the event of any death or injury to persons or damage to property which may result from or arise out of Lessee's use or occupancy of the leased premises, or any action done thereon by Lessee, its agents or employees, contractors, customers, or any person coming or being thereon by the license or permission of Lessee, expressed or implied, or otherwise entering upon the property. Lessee further agrees to indemnify and hold Lessor, its officers, elected officials, employees, and agents harmless from any and all costs, damages, attorney's fees, expenses, and losses to any person or property resulting from any such cause.

Said indemnification shall not extend to death or injury that is caused by or results from any action on the part of the Lessor, its agents or employees with respect to the leased premises.

11. ASSIGNMENT:

The Lessee shall not, sell, sub-let, or otherwise transfer any interest in this Lease Agreement, the leased premises, or any improvement placed thereon without the prior written consent of the Lessor which shall not be unreasonably withheld as long as any such transfer is for the continuation of a baseball program on the leased premises.

Notwithstanding any such assignment, transfer, or sublease, Lessee shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants, and conditions thereof.

12. RIGHT TO ENTRY:

The Lessor reserves the right to enter the open space of the leased property at all times for the purposes of maintenance, public safety, and other general inspections. The Lessor reserves, and shall have the right to enter any building constructed by the Lessee on the leased premises upon reasonable notice from the Lessor to the Lessee.

13. MAINTENANCE:

Lessee, during the term of this lease or any extension thereof, shall keep the leased premises in good order and repair commensurate with the operation of the Lessee's intended use of the

leased premises, provided that Lessor shall, at its sole cost and expense, provide for the mowing and maintenance of the landscaped areas of the leased premises.

Lessee shall be responsible, at its sole cost and expense, during the term of this lease, and any renewal or extension thereof, for all maintenance and repair costs of the building and any other improvements constructed by the Lessee on the leased premises, which shall all be maintained in good order and repair, reasonable wear and tear excepted.

The Lessee shall further be responsible for all minor maintenance repairs to the leased premises and facilities (other than the building and other improvements constructed by the Lessee as set forth above) in which each single-incident of repair is less than the sum of Five Hundred Dollars (\$500.00) per occurrence. Lessee shall be responsible for making and paying for such repairs in a timely manner so as not to cause, either directly or indirectly major repairs thereto or to otherwise impede the safe and proper operation of the facility or site.

Lessor shall, during the term of this lease or any renewal or extension thereof, be responsible for all major maintenance repairs to the leased premises (other than the building and other improvements made by the Lessee which are the Lessee's responsibility as provided above) in which each single-incident of repair exceeds the sum of Five Hundred Dollars (\$500.00) per occurrence.

Each party, except in the case of an emergency, shall inform the other party, prior to the making of said repairs, of the location, time, nature, necessity of the repair, the name of the individual or company making the repair, and the quoted price of the repair(s) that are being made to the leased premises and facilities.

14. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

The Lessee hereby agrees that it will, at its sole cost, risk, and expense, construct a building and related improvements on the leased premises for its youth baseball program. The general conceptual design of the building to be constructed by the Lessee is attached hereto as Exhibit "B."

The plans and specifications for said building, as well as any subsequent facilities or fixtures to be constructed by the Lessee shall first be submitted to the Lessor for Lessor's written approval prior to any construction thereof. All such construction shall meet and be in accordance with all existing plumbing, mechanical, and electrical codes. Lessee shall, at its sole cost and expense, obtain all necessary building permits at its sole cost before the commencement of any construction on the leased premises.

The Parties agree and understand that these are permanent improvements to the leased premises, and as such, upon the termination of this lease any and all improvements to the

leased premises shall become the sole and separate property of the Lessor, free and clear of any claim by the Lessee.

The Lessor reserves the right to make other public improvements in or to the property, facilities, or leased premises as it may desire, upon reasonable notice to Lessee, provided such improvements do not substantially conflict with the use of the leased premises by the Lessee.

16. UTILITIES:

Lessee shall timely pay all charges for water and sewer services, electricity, natural gas, and other utilities used by Lessee on the leased premises. Lessee shall pay as and when due all utility charges free and clear of any claim against the Lessor therefore.

17. DEFAULT:

In the event Lessee shall fail to make any payment called for pursuant to this lease or within thirty (30) days after the same shall fall due, then Lessor may terminate this lease Agreement by giving Lessee written notice of such termination, or, in the event the Lessee fails to perform any other obligations called for herein on its part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within thirty (30) days after such notice, then Lessor may, by written notice to Lessee, terminate this lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor. PROVIDED HOWEVER, in the event the cure of any such deficiency (other than the making of any payment otherwise due the Lessor by the Lessee) will reasonably take more than thirty days, then, in that event, Lessee shall not be considered to be in default as long as Lessee commences said cure within the initial thirty day period and continues to work, in a timely and reasonable fashion the cure of any such deficiency.

Upon such termination, Lessor shall be entitled to possession of the leased premises and all improvements and fixtures made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the leased premises and all improvements and fixtures made by Lessee. If Lessee shall refuse to surrender and deliver the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

It is agreed by the Parties that any breach of any term of this lease shall constitute cause for termination under this clause.

18. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

Lessee shall pay and indemnify Lessor against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of Lessee or after Lessee's default in surrendering possession upon the expiration or early termination of the term of this lease or enforcing any covenant of the Lessee herein contained.

19. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

If the fixed assets, buildings or other improvements to the leased premises be totally destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated if the Lessee does not rebuild or restore said improvements so destroyed, provided, however, the Lessee shall fairly compensate the Lessor in monetary value for those assets, buildings, or other improvements totally destroyed. Said improvements not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, or rebuild to an equal or better condition than they existed prior to any such casualty or to fairly compensate the Lessor in monetary value for any such destruction.

20. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee, at the expiration or termination of this lease, shall surrender the leased premises, together and along with all alterations, additions, or improvements which may have been made thereto to the Lessor, free and clear of sub-tenancies, liens, or other encumbrances.

21. OPERATIONS:

It is recognized that Lessee may, during the lease term, or any renewals thereof, conduct fund raising activities, including raffles, the sale of personal property such as T-shirts, other clothing, and the like. All the revenues generated from such activities are the sole and exclusive property of Lessee. Lessee may also sell food, beverage, and concession items on the leased premises, the revenue thereof being the sole property of Lessee.

22. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or if mailed by certified mail, postage paid, addressed to other Party at their following respective address:

LESSOR:

City Manager  
City of Casper  
200 N. David  
Casper, Wyoming 82601;

LESSEE:

Casper Crush, Inc.  
Attn: President  
4427 E. 23<sup>rd</sup> Street  
Casper, WY 82609

or such other address as either the Lessor or the Lessee shall advise the other, from time to time, in writing as provided above.

23. WAIVER:

No failure by Lessor to insist upon the strict performance of any terms or conditions of this lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this lease agreement or any future breach thereof. No term or condition of this lease required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter any term or condition of this lease, and such term or condition shall continue in full force and effect with respect to any other breach thereof.

24. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and

regulations. Lessee shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

25. MORTGAGES, LIENS, AND ENCUMBRANCES:

The Lessee shall not contract for, or otherwise cause or allow any mortgages, liens, or encumbrances to be filed against or to attach to the leased premises or any building constructed thereon or other improvements made thereto.

26. GOVERNMENTAL IMMUNITY:

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

27. QUIET ENJOYMENT:

Lessor covenants that upon Lessee's compliance with the terms and conditions of this lease, it shall have and hold and peacefully enjoy the leased premises during the term of, or any renewal of this lease.

28. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

29. BINDING EFFECT:

This Lease, and its terms and conditions shall inure to the benefit of and be binding upon the Parties hereto, their respective successors, grantees, transferees, or assigns. This agreement may be executed in more than one copy, each copy of which, shall, however constitute one and the same agreement.

30. ENTIRE AGREEMENT:

The Parties specifically agree that all prior agreements between them, oral or written, regarding the leasing of the leased premises are contained, set forth and merged in this lease, and no amendment or modification of the terms of this lease shall be valid or enforceable unless made in writing and executed by all Parties hereto.

This Lease may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

31. AUTHORITY:

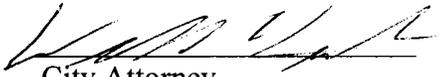
Each person executing this Lease hereby state that they have the requisite authority from their principals to bind their principals to each and every term of this agreement.

32. EQUAL EMPLOYMENT OPPORTUNITY/DISCRIMINATION:

In carrying out the terms of this lease agreement, Lessee shall not discriminate against any employee or applicant for employment or any member of the public desiring to use the leased premises because of race, color, religion, sex, national origin, or disability.

**IN WITNESS WHEREOF**, the Parties hereto have executed this lease Agreement the day and year first written.

APPROVED AS TO FORM:

  
City Attorney

ATTEST:

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

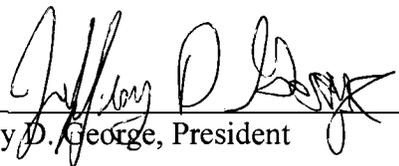
LESSOR:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

LESSEE:

CASPER CRUSH, INC.:

  
\_\_\_\_\_  
Jeffrey D. George, President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Paul L. Meyer, as the Mayor of the City of Casper, Wyoming, a Municipal Corporation. on its behalf as Lessor.

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

My commission expires: \_\_\_\_\_.

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing Lease Agreement was acknowledged before me this 26 day of June, 2014 by Jeffrey D. George, as the President of Casper Crush, Inc., a Wyoming corporation on its behalf as Lessee.

Mary E. Lowndes  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



RESOLUTION NO. 14-185

A RESOLUTION APPROVING A LEASE AGREEMENT  
WITH CASPER CRUSH, INC. FOR THE LEASING OF  
REAL PROPERTY FOR A BASEBALL PROGRAM.

WHEREAS, a portion of Mike Sedar Memorial Park has historically been used as a baseball field; and,

WHEREAS, Casper Crush, Inc. desires to further a youth baseball program in the City of Casper; and,

WHEREAS, that the City desires to lease the above-described baseball field to Casper Crush, Inc., for an extended period of time for development of its baseball program, as well as for the construction of improvements to the ball field for this purpose.

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 Lease Agreement with Casper Crush, Inc. for the leasing of a portion of Mike Sedar Memorial Park for the development of a youth baseball program pursuant to the terms and conditions thereof.

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

July 1, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Doug Follick, Leisure Services Director  
Jason Knopp, P.E., Acting City Engineer  
SUBJECT: Agreement with Frank J. Zamboni & Co., Inc.  
Casper Events Center Ice Resurfacer, Project No. 14-28C

Recommendation:

That Council, by resolution, authorize an agreement with Frank J. Zamboni & Co., Inc., for the Casper Events Center Ice Resurfacer, Project No. 14-28C, in the amount of \$101,550.

Summary:

On Friday, June 20, 2014, two (2) bids were received for the Casper Events Center Ice Resurfacer (Zamboni) Project. The project consists of supplying a new ice resurfacer to be used at the Casper Events Center.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Frank J. Zamboni &amp; Co., Inc.</b>	<b>Paramount, California</b>	<b>\$101,550</b>
CMI-TECO	Casper, Wyoming	\$109,000

The Consultant Engineer Estimate was \$94,000.

This project is to purchase a new ice resurfacer for operations at the Casper Events Center.

Funding for the project will come from a \$1,000,000 donation from John Wold, with the balance coming from Capital Project fund reserves.

A resolution is prepared for Council's consideration.

## PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this 1<sup>st</sup> day of July, 2014, between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "Owner," and Frank J. Zamboni & Co., Inc., 15714 Colorado Ave, Paramount, California 90723 hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

### ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**Ice Resurfacer Zamboni 546, all in accordance with Exhibits A and B.**

### ARTICLE 2. ENGINEER.

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

### ARTICLE 3. POINT OF DELIVERY.

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

1800 E. K St.  
Casper, Wyoming 82601

### ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered and fully accepted by October 20, 2014.
- 4.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.1 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as

liquidated damages for delay (but not as a penalty) Contractor shall pay Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 4.1 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of One Hundred One Thousand Five Hundred and Fifty Dollars (\$101,550). See Exhibit "A" - Bid Form and Bid Schedule.

#### ARTICLE 6. PAYMENT PROCEDURES.

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

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
  - 6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
  - 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.
- 6.2 Final Payment. Upon acceptance of delivery of the Goods, and upon receipt of the Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

#### ARTICLE 7. INTEREST.

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

## ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

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

## ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A" - Bid Form.
- 9.3 Addenda.
- 9.4 Certificate of Insurance.
- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3, inclusive).
- 9.7 SRF Special Conditions
- 9.8 Notice to Proceed
- 9.9 Notice of Award.

- 9.10 Exhibit "B" – Minimum specifications.
- 9.11 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.12 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.13 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

ARTICLE 11. GOVERNMENTAL CLAIMS ACT.

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

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

APPROVED AS TO FORM:  
(New Ice Resurfacer)

Walke Tremble

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

V. H. McDonald

TITLE: City Clerk

CONTRACTOR:

Frank J. Zamboni & Co., Inc.  
15714 Colorado Ave  
Paramount, California 90723

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

BY: \_\_\_\_\_

Paul L. Meyer

TITLE: Mayor

**PROPOSAL FOR FURNISHING  
ONE (1) NEW ICE RESUFACER  
FOR THE  
EVENTS CENTER SECTION  
OF THE LEISURE SERVICES DEPARTMENT**

**EXHIBIT "A"**

Proposal of (Name) Frank J. Zamboni & Co., Inc.

(Address) 15714 Colorado Ave Paramount, CA 90723

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated May 19, 2014

BID ITEM: Ice Resurfacer

Description: New Ice Resurfacer manufactured by the Zamboni Company

Make and Model: ZAMBONI 546

Federal Certified GVW: 6500#

- I. Price bid for \*\*\*\*\*, as specified \$101,550.00
- II. NET COST TO THE CITY:  
(Total Price) \$101,550.00
- III. Delivery: F.O.B. manufacturer of the City of Casper's choice by October 20, 2014, after award of contract by City Council.

Price includes: board brush, back up alarm, electronic water level sight gauge, snow tank light and all other options specified within bid documents.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: DOUG PETERS

Title: REGIONAL SALES MANAGER Date: 6-18-2014

Signature: 

Phone: 800-926-2664

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**(307)235-8257**  
**May 19, 2014**

**EXHIBIT B**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Finance Office, City Hall, 200 North David, Casper, Wyoming, **until 2:00 p.m., June 20, 2014** for the following:

**ONE (1) NEW ICE RESURFACER**

This vehicle is to be used by the Casper Events Center Section of the Leisure Services Department; unit must have the minimum specifications of:

General Specifications: It is the intent of these specifications to specify the minimum requirements for the furnishing and delivery of ONE (1) NEW ICE RESURFACER. The unit shall be new and have less than fifty (50) hours and be less than twelve (12) months old, with full factory warranty. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
<b>1. CAPACITY:</b>	<ul style="list-style-type: none"> <li>• Snow Tank 100 cubic feet (actual volume) 120 cubic feet (compacted)</li> <li>• Ice Making Water Tank Constructed of High Density Polyethylene 200 U.S. gallons Wash Water System Constructed of High Density Polyethylene 82 U.S. gallons Total Water Capacity 282 U.S. gallons</li> </ul>	<p><u>COMPLY ALL</u></p> <p><u>ITEM 1</u></p> <hr/>
<b>2. ENGINE:</b>	<ul style="list-style-type: none"> <li>• 1.6 Liter LPG engine</li> <li>• Four cylinder, 57 HP, 16 valve double overhead cam, 88 ft. lbs of torque, hydraulic valve lifters, liquid cooled</li> <li>• Timing belt with automatic belt tensioners, 5 main bearings, full-flow oil filter system for long life and ease of maintenance</li> <li>• Advanced electronic ignition system</li> </ul>	<p><u>COMPLY ALL</u></p> <p><u>ITEM 2</u></p> <hr/>

**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS  
SPECIFICATIONS**

- Meets or exceeds CARB/EPA 2014 emission standards
- LPG Fuel (propane)
- Load sensing electronic governor enables true "hands-free" engine operation by driver
- On-board engine diagnostic system with fault code readout via dash lamp or diagnostic computer.

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**3. TRANSMISSION:**

- Hydrostatic drive
- Continuously variable pump and motor and axial piston-type and offer volumetric efficiencies as high as 95%.
- Maximum draw-bar pull even at low speeds and full hydrodynamic braking.
- Allows the use of a smaller and more efficient engine while still providing superior on-ice power.
- Hydrostat enables the conveyor augers to operate at full speed, regardless of vehicle speed, even when slowing for corners

COMPLY ALL

ITEM 3

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**4. DRIVETRAIN:**

**Axles**

- Dana Model 44 Front axle-rated 4,300 lb.
- Dana Model 60 Rear axle-rated 6,400 lb.
- Rear axle shall be rigid full-float design
- Unit shall have a minimum turning radius of 16 feet.

COMPLY ALL

ITEM 4

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**Transfer Case**

- Rugged cast iron housing for rigid gear and bearing support. Heat-treated alloy steel gears are helical cut for greater strength and lower noise.
- Hydrostatic motor is wet-mounted to housing for long shaft life.

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**Chassis**

- 2" X 5" structural steel tubing for high strength and long service.

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**5. HYDRAULICS:**

**Pump and Motors**

- High efficiency gear type double pump has separate pump sections for vertical and horizontal augers for the best conveyor performance in the industry. Priority flow divider provides steering circuit.
- Pump is directly mounted to the engine for

COMPLY ALL

ITEM 5

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**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS  
SPECIFICATIONS**

trouble free service. No belts or pulleys.

- Motors are high efficiency gear type with cast-iron bodies and case drain.
- Hydrostatic transmission features loop flushing which provides fresh fluid from tank to hydrostat for enhanced performance and cooler operating temperature.

**Filtration and Tank**

- Two hydraulic filters (1) 20 micron return line and (1) 10 micron hydrostatic charge loop, ensure a clean environment for all hydraulic components.
- Large 21-gallon tank enhances hydraulic fluid travel to rid the oil of entrapped air and increase heat dissipation.

**6. WATER**

**Water System**

COMPLY ALL

- Ice Making capacity of 738 L (195 USG, 162 IMP)
- Wash Water capacity of 310 L (82 USG, 68 IMP)
- Total water capacity of 1048 L (277 USG, 220 IMP)
- Advanced Water System w/ poly wash water tank
- Tire Wash
- Flood water pump
- Water Level Sight Gauge
- Stainless Steel Water
- Distribution Pipe

ITEM 6

**6. SNOW TANK  
AND AUGERS:**

- Large snow capacity and a tank design that provides all areas of the tank to be completely filled, even the top rear corners.
- Snow tank shall have a smooth bottom and sides, allowing for the snow to slide out with the least amount of residue and at a much lower height.
- Dual 10-inch diameter augers shall be double-flighted to ensure good performance even during heavy shaving and the augers shall be teflon coated for durability.

COMPLY ALL

ITEM 6

**7. WARRANTY:**

- Minimum of Twenty four (24) months or 2,000 hours, parts replacement only.

SEE ENCLOSED

**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS  
SPECIFICATIONS**

**8. MANUALS:** Two (2) complete sets of operator's manuals, two (2) sets of service manuals, and two (2) sets of parts manuals shall be supplied or an acceptable electronic version of the above mentioned manuals.

COMPLY ALL  
ITEM 8  
\_\_\_\_\_  
\_\_\_\_\_

**9. DELIVERY:** A copy of the order confirmation to be provided upon completion of order.  
Original title shall be provided within 30 days of unit delivery to 1800 E. K St., Casper, WY 82601.  
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18. OPTIONS:** Service software, adapters and/or cables, and any hardware required for diagnostics of the unit shall be provided upon delivery.

COMPLY ALL  
ITEM 18  
\_\_\_\_\_

Provide extended warranty options if available. Include pricing.

NOT OFFERED  
\_\_\_\_\_

**NOTE: These forms may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Jason Shellabarger, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8257.



Mr. Andrew Beamer  
City Engineer  
City of Casper  
200 N. David Street  
Casper, WY 82601

June 25, 2014

**Re: Casper Events Center – Ice Floor Project – Evaluation of Ice Resurfacer Bids**

The City of Casper and ICC has solicited bids for the purchase of a new Ice Resurfacer vehicle all associated options necessary for ice rink operation.

ICC has requested bids from two qualified vendors and the City has also advertised for bids. The City received 2 bids from ICC pre-qualified bidders; and there were no additional local bidders.

ICC has reviewed the submitted bids for accuracy, schedule, cost, and delivery to the City of Casper.

ICC recommends the selection and award to The Zamboni Company for their Model 546 ice resurfacer with select options. They are the low bidder and can make delivery by Oct. 15, 2014.

I recommend that award to The Zamboni Company for the specified Zamboni model #546 as per their Bid for \$101,550.00.

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**International Coliseums Company**

*A "wholly owned subsidiary of Boston Pizza Restaurants USA"*

14301 North 87<sup>th</sup> Street, Suite 214 • Scottsdale, AZ 85260

T. 480-993-0297

Website: [www.coliseums.com](http://www.coliseums.com)



**Re: Casper Events Center – Ice Floor Project –  
Evaluation of Ice Resurfacer Bids: (Continued)**

**Summary of Estimated Costs**

Ice Floor Demo & refrigeration package	\$1,547,341. After value engineering
Professional Fees	\$235,000. est.
Chiller room and cooling tower pad	\$130,000. est. Bid documents due on Jul-6
New Zamboni	\$101,550. - Zamboni company
Used Ice resurfacer	\$ 45,000.est.
Dasher boards	\$ 299,040. – Athletica Sports Systems
Ice Cover	\$ 127,905. – Athletica Sports Systems
Rubber flooring	\$60,000. est.
Contingency	\$50,000.
<b>Estimated Total</b>	<b><u>\$ 2,595,366.</u></b>

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Tamborski".

Robert Tamborski  
Vice President and Director  
International Coliseums Company

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RESOLUTION NO. 14-186

A RESOLUTION AUTHORIZING AN AGREEMENT WITH FRANK J. ZAMBONI & CO., INC., FOR PURCHASE OF A NEW ICE RESURFACER, PROJECT NO. 14-28C.

WHEREAS, the City of Casper desires to purchase one complete ice resurfacer to be used at the Casper Events Center; and,

WHEREAS, Frank J. Zamboni & Co., Inc., is able and willing to furnish the new ice resurfacer to be used at the Casper Events Center, Project No. 14-28C; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Dollars (\$10,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Frank J. Zamboni & Co., Inc., for those services, in the amount of One Hundred One Thousand Five Hundred Fifty Dollars (\$101,550.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred One Thousand Five Hundred Fifty Dollars (\$101,550.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:  
(New Ice Resurfacer, Project No. 14-28C)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

Materials on this topic will be posted at a later time.

Materials on this topic will be posted at a later time.

June 3, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jim Wetzel, Chief of Police

SUBJECT: Purchase of Four (4) Dual Band Radios from Motorola Solutions

Recommendation:

That Council, by minute action, authorize the sole source purchase of Motorola dual band mobile radios and associated equipment for four (4) marked patrol vehicles, from Motorola Solutions, in the amount of \$21,420, for the purpose of replacing obsolete equipment.

Justification:

The requested equipment is currently in use in the newer Casper Police Department patrol vehicles as part of the approved standard equipment, and can only be purchased directly from Motorola or their certified, approved installers. The radios being replaced are now obsolete and can no longer be supported.

In checking for quotes from our other two Motorola Certified Vendors, we were told that they must purchase their equipment from Motorola Solutions and cannot offer better pricing at this time. The quoted price of Twenty-One Thousand, Four Hundred Twenty Dollars (\$21,420), includes all peripheral equipment and software necessary for the dual band radios to function properly.

An installation contract with Communication Technologies (ComTech) will be presented at a future Council meeting.

Funding for this purchase will come from the 1%#14 funds allocated to the Police Department. After Council review, the minute action will presented to Council at the July 1, 2014 meeting.

June 3, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Jim Wetzel, Chief of Police  
SUBJECT: Purchase of Eleven (11) Computer & Video Systems from COBAN Technologies, Inc.

Recommendation:

That Council, by Minute Action, authorize the sole source purchase of eleven (11) replacement mobile data computing and video systems from COBAN Technologies, Inc., in the amount of \$101,475, in order to upgrade the existing, outdated equipment that is no longer supported by the provider.

Justification:

COBAN mobile data computing and video systems are currently in use in all the Casper Police Department patrol vehicles as part of the approved standard equipment, and are not available through third party vendors.

The purchase of the eleven (11) COBAN systems will complete the upgrades needed to keep the marked police fleet operational.

The proposal includes the COBAN equipment for eleven (11) vehicles, a one-year warranty and two days of on-site service at no extra charge, and an additional 2<sup>nd</sup> and 3<sup>rd</sup> year extended hardware/software warranty, for a total cost of One Hundred One Thousand, Four Hundred Seventy-Five Hundred Dollars (\$101,475).

An installation contract with Communication Technologies (ComTech) will be presented at a future Council meeting.

Funding for this purchase will come from the 1%#14 funds allocated to the Police Department. After Council review, the minute action will presented to Council at the July 1, 2014 meeting.