

REGULAR COUNCIL MEETING  
Tuesday, July 16, 2013  
6:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. CONSIDERATION OF MINUTES.
4. CONSIDERATION OF BILLS AND CLAIMS.

5. ESTABLISH DATE OF PUBLIC HEARINGS:

A. Consent

1. Establishing August 6, 2013, as Public Hearing Date for Consideration of:
  - a. Vacation and Replat Lot 2, Triflection Addition to the City of Casper, and an Annexation, Plat, and Zoning as C-3 (Central Business) a Portion of the SW1/4NE1/4, Section 9, T33N, R79W, 6th P.M., to Create the Triflection Addition No. 2, Generally Located Between South David and South Center Streets, North of West Collins Street.
  - b. Vacation and Replat of Lots 8, 9 and 10A, Block 5, Whispering Springs Addition, creating Whispering Springs, Lots 8A, 9A, & 10B, Block 5, Located at the Southwest Corner of Indian Springs Drive and Middle Springs Drive; and a Rezoning to Adjust the Boundary of the R-2 (One Unit Residential) and R-3(One to Four Unit Residential) Zoning Districts to Follow the New Shared Lot Line Between the Subject Properties.
  - c. Zone Change of Lot 5, Block 59, Casper Addition, located at 315 North Kimball Street, from M-1(Limited Industrial) to C-3 (Central Business).
2. Establishing September 17, 2013, as Public Hearing Date for Consideration of:
  - a. Annexation Compliance with Title 15, Chapter 1, Article 4, of the Wyoming State Statutes to Determine if the Annexation of the Triflection Addition No. 2 Complies with W.S. 15-1-402.

6. ORDINANCES:

A. Second Reading:

1. Amending Ordinance No. 24-99, Pertaining to the Franchise Agreement with Rocky Mountain Power: Increasing Franchise Fee Rate.

B. First Reading:

1. Amending Section 10.88 of the Casper Municipal Code, to Change Intra-City Truck Routes to Allow for Growth and Change to City Streets.

7. RESOLUTIONS:

A. Consent.

1. Approve Submission of a Consolidated Annual Boundary and Annexation Survey (BAS), for the U.S. Census Bureau and Authorizing the City of Casper to Act as the Submitting (BAS) Contact.
2. Approving a Planned Unit Development (PUD) Site Plan for the Cobblestone Family Apartments Complex, Consisting of Four, 2-Story and One, 3-Story Buildings, and a 1-Story Community Building, with a Combined Total of 52 Units, on Lot 1, Cobblestone Addition, Generally Located North of CY Avenue, and West of Paradise Drive.
3. Authorizing Contract For Professional Services With Sustainable Traffic Solutions, Inc., Drexel, Barrell & Co., And Jacobs Engineering Group, Inc., For The Miscellaneous Traffic Studies For Site Plans and Subdivisions Project.
4. Authorizing Contract For Professional Services With Environmental & Civil Solutions, LLC, In The Amount Of \$89,081.70, For the 2013 Miscellaneous Water Main Replacement Phase I And North Casper Sewer Main Abandonment Project.
5. Authorizing Contract For Professional Services With WWC Engineering, Inc., In The Amount Of \$68,000, For Construction Administration Services For The 2013 Miscellaneous Water Main Replacement Phase II and Jackson Street Sewer Main Replacement Project.
6. Authorizing Contract For Professional Services With John Meunier Inc., in the amount of \$36,966 For A Grit Removal Mechanism For Use At The Sam H. Hobbs Regional Wastewater Treatment Plant.
7. Authorizing Grant Application To Wyoming Water Development Commission In The Amount Of \$3,554,350, For The East Casper Zone III Water System Improvements Project.
8. Authorizing the Mayor to Sign the June 30, 2013, State Small Business Credit Initiative Certification on Use-of-Allocated Fund.
9. Authorizing Change Order No. 2 with Hussey Seating Company, for the Casper Events Center Arena Seating Upgrades.
10. Authorizing Ground Lease Estoppel and Amendment with Jai Jai Mata Wyoming Hospitality Inc. for Property Located at 1150 Poplar Drive.

8. COMMUNICATIONS:
  - A. From Persons Present.
9. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL.
10. 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   |
| OB  | Office Business                   | OYDSPC | Old Yellowstone District and South Poplar Street Corridor Form Based Code |

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COUNCIL PROCEEDINGS

July 2, 2013

Casper City Council met in regular session at 6:00 p.m., Tuesday, July 2, 2013. Present: Councilmen Cathey, Goodenough, Hedquist, Hopkins, Meyer, Powell, Sandoval and Mayor Schlager. Absent: Councilman Bertoglio.

Moved by Councilman Sandoval, seconded by Councilman Hopkins, to, by minute action, excuse the absence of Councilman Bertoglio. Motion passed unanimously.

Mayor Schlager led the audience in the Pledge of Allegiance.

Moved by Councilman Meyer, seconded by Councilman Powell, to, by minute action, approve the minutes of the June 18, 2013, regular Council meeting, as published in the Casper Journal on June 28, 2013. Motion passed unanimously.

Moved by Councilman Cathey, seconded by Councilman Meyer, to, by minute action, approve payment of the July 2, 2013, bills and claims, as audited by City Manager Patterson. Councilman Hedquist noted he wished to abstain from voting on invoices pertaining to Hedquist Construction. Passed.

City of Casper  
Bills and Claims  
07/02/13

|                 |         |            |
|-----------------|---------|------------|
| 1stData         | Srvc    | \$7,591.77 |
| 1stInterstateBk | Supp    | \$2,487.87 |
| AabacoIndustr   | Srvc    | \$275.26   |
| Ace             | Supp    | \$357.05   |
| Adeco           | Srvc    | \$6,139.56 |
| AdvdThrml       | Supp    | \$185.00   |
| Airgas          | Supp    | \$433.20   |
| Albrtsns        | Supp    | \$86.85    |
| AlloutFire      | Srvc    | \$225.00   |
| Ambi            | Mailing | \$943.04   |
| Amerigas        | Supp    | \$3,778.00 |
| AmLin           | Laundry | \$2,773.91 |
| AmWtrWrks       | Supp    | \$311.50   |
| AndrnHunt       | Srvc    | \$8,500.00 |
| AtlasRep        | Srvc    | \$169.50   |
| AtlntcElct      | Srvc    | \$3,014.44 |
| AtlsOff         | Supp    | \$4,681.46 |
| Auto&Elect      | Supp    | \$298.00   |
| B&B             | Supp    | \$29.50    |
| BASF            | Srvc    | \$9,678.03 |
| BckflwApprtus   | Srvc    | \$996.35   |
| BigHrnRoof      | Reprs   | \$92.10    |

|                   |            |              |
|-------------------|------------|--------------|
| Bldrns            | Supp       | \$90.69      |
| Blfill            | Srvc       | \$110,825.95 |
| BradHall&Assoc    | Srvc       | \$574.30     |
| BrakeSupp         | Supp       | \$1,915.89   |
| BrbcksRefg        | Parts      | \$80.00      |
| Bresnan           | Srvc       | \$74.90      |
| BrntgPcfc         | Supp       | \$70,047.82  |
| BrsnComm          | Srvc       | \$274.80     |
| BsnssOftttrs      | Supp       | \$1,622.33   |
| BstWstrnRmkotaHtl | Traing     | \$100.00     |
| C&LSrvc           | Srvc       | \$269.20     |
| C&MGolf           | Supp       | \$706.21     |
| CapBusSys         | Lease      | \$17.00      |
| CATC              | Funds      | \$87,250.00  |
| Centurylink       | Phone      | \$844.19     |
| CheyenneLivestock | Srvc       | \$1,397.65   |
| Chromascape       | Srvc       | \$10,882.41  |
| CivilEngPro       | Misc       | \$8,845.00   |
| ClctnCtr          | Collection | \$16,812.38  |
| Clgn              | Supp       | \$30.00      |
| CMITeco           | Supp       | \$248,714.80 |
| CmptrPros         | Supp       | \$98.00      |
| Cmtrnx            | Srvc       | \$647.85     |
| CntrlPaintBdy     | Srvc       | \$502.40     |
| Cntrylnk          | Phone      | \$6,701.61   |
| CommunicationTech | Supp       | \$101.85     |
| CornerUphlstry    | Srvc       | \$165.00     |
| CowdinClning      | Srvc       | \$1,640.30   |
| CPSDist           | Supp       | \$2,486.43   |
| Cpu               | Srvc       | \$108.64     |
| Cretex            | Concrete   | \$21,169.15  |
| CrmEle            | Supp       | \$1,514.92   |
| Csllc             | Supp       | \$75.00      |
| CspContr          | Supp       | \$1,214.46   |
| CsprMtnMtrsprts   | Supp       | \$145.00     |
| CsprStarTrib      | Subscrip   | \$239.20     |
| CspStr            | Ad         | \$254.80     |
| CspWnco           | Parts      | \$131.59     |
| CspWnnlsn         | Parts      | \$1,152.57   |
| CST               | Ads        | \$2,696.02   |
| CSTAds            | Ads        | \$409.34     |
| DblDWldng         | Supp       | \$270.00     |
| DenverIndPumps    | Ad         | \$286.15     |
| DKepnr            | Supp       | \$854.31     |
| DlxBsnssForms     | Supp       | \$206.79     |
| DmndVogl          | Srvc       | \$152.54     |

|                       |          |             |
|-----------------------|----------|-------------|
| DpcInd                | Supp     | \$16,344.06 |
| DrvTrain              | Parts    | \$1,354.31  |
| DShugart              | Refunds  | \$144.00    |
| DsrtMtnCorp           | Supp     | \$5,162.61  |
| DultmeierSales        | Supp     | \$51.01     |
| DvdsonFxd             | Srvc     | \$6,771.24  |
| EatonSls              | Parts    | \$150.00    |
| EglEle                | Parts    | \$4,633.78  |
| EngDsgnAssoc          | Srvc     | \$560.00    |
| EnrgyLab              | Tests    | \$6,359.00  |
| Esco                  | Supp     | \$124.87    |
| EstgateTrvl           | Srvcs    | \$94.86     |
| Eurofins              | Srvc     | \$400.00    |
| ExpressPrntng         | Printing | \$572.34    |
| FastenalInd&Const     | Supp     | \$25.82     |
| FedEx                 | Shipping | \$43.00     |
| FegusonEnt            | Supp     | \$13.25     |
| Fhr&Prs               | Srvc     | \$40,023.04 |
| FlntTrdng             | Supp     | \$9,546.00  |
| FnshLnSys             | Supp     | \$4,108.64  |
| FocusForward          | Ad       | \$30.00     |
| ForemansQltyMach&Rprs | Supp     | \$115.87    |
| FPryorSmnr            | Srvc     | \$198.00    |
| FrstIntrst            | Srvc     | \$40.00     |
| FshrScien             | Supp     | \$205.04    |
| GallesGH              | Supp     | \$51.32     |
| GCBldg                | Reprs    | \$6,188.59  |
| GldnWstInd            | Supp     | \$1,092.70  |
| Gngr                  | Supp     | \$4,069.89  |
| GrnlnEq               | Supp     | \$2,709.04  |
| GmrFrd                | Supp     | \$710.11    |
| HachCo                | Supp     | \$552.36    |
| HDREng                | Contract | \$1,485.06  |
| Hedqst                | Srvc     | \$87,604.48 |
| Hensbattery           | Supp     | \$219.90    |
| HghPlnsPizza          | Meals    | \$73.50     |
| HghsUtilities         | Supp     | \$87.54     |
| Hllcrst               | Water    | \$60.00     |
| HomeDpt               | Supp     | \$254.08    |
| Homx                  | Fuel     | \$78,082.91 |
| Honnen                | Supp     | \$137.76    |
| Hose&Rbr              | Supp     | \$420.94    |
| HPCo.                 | Software | \$3,344.83  |
| HrbrFrghTools         | Tools    | \$31.45     |
| HrsWstMgmt            | Supp     | \$5,797.55  |
| IkonFin               | Srvc     | \$1,955.81  |

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|-------------------|----------|--------------|
| InbrgMlr          | Tests    | \$19,434.52  |
| IndustrialMaint   | Srvc     | \$1,010.00   |
| InKindSrvc        | Funds    | \$129.00     |
| IntlSocArboricltr | Dues     | \$145.00     |
| Isc               | Equip    | \$219,466.02 |
| Itron             | Srvc     | \$768.92     |
| JacobsEng         | Srvc     | \$12,582.36  |
| JAppls            | Supp     | \$25.55      |
| JBlackwelder      | Refunds  | \$174.00     |
| JChristensen      | Reimb    | \$366.00     |
| JcksTrk           | Parts    | \$908.20     |
| JhnnnyAppls       | Supp     | \$113.73     |
| JJKllrAssoc       | Srvc     | \$439.00     |
| JKCEng            | Srvc     | \$2,720.50   |
| JLipes            | Reimb    | \$57.96      |
| KeenanSply        | Parts    | \$31.67      |
| KnfeRvr           | Srvc     | \$42,113.32  |
| Knpp              | Supp     | \$164.35     |
| LbrRdyCentral     | Supp     | \$7,394.03   |
| Lina              | ins      | \$271.84     |
| Lipmn             | Supp     | \$75.97      |
| LKadramas         | Srvc     | \$27,913.51  |
| LNCurtis&Sons     | Supp     | \$540.31     |
| LongBldgTech      | maint    | \$4,725.00   |
| LoweRfing         | Srvc     | \$296.50     |
| LubricationSrvc   | Fuel     | \$3,306.36   |
| M&JDist           | Supp     | \$73.21      |
| MacDonaldEquip    | Parts    | \$336.92     |
| Manpwr            | Srvc     | \$103.20     |
| Mastercard        | Srvc     | \$4,002.22   |
| MccoySales        | Supp     | \$823.73     |
| McMrry            | Concrete | \$171.50     |
| McMstrCrr         | Supp     | \$137.28     |
| MeneilusTrck      | Equip    | \$571.27     |
| Menard            | Supp     | \$104.24     |
| MichlFnce         | Supp     | \$32.88      |
| MidlndImp         | Parts    | \$748.25     |
| Mircroseeps       | Srvc     | \$550.00     |
| MLockwood         | Reimb    | \$75.00      |
| MobleConc         | Sand     | \$49.50      |
| MrbckAwr          | Supp     | \$86.05      |
| Mrdchs            | Supp     | \$5.98       |
| MReid             | Reimb    | \$175.61     |
| MtnStsLthgr       | Supp     | \$400.00     |
| Napa              | Parts    | \$3,025.35   |
| NatlOlwl          | Parts    | \$57.70      |

|                   |          |              |
|-------------------|----------|--------------|
| NBS               | ins      | \$454.60     |
| NCConsvtnDist     | Funds    | \$25,000.00  |
| NCHealthDept      | Funds    | \$43,750.00  |
| Networkfleet      | Srvc     | \$2,146.95   |
| NFPA              | Books    | \$165.00     |
| Nicolaysen        | Funds    | \$70,024.00  |
| NolandFeed        | Supp     | \$42.40      |
| Norco             | Supp     | \$2,141.89   |
| NorthlineGIS      | Supp     | \$2,030.00   |
| Nrthrop           | Parts    | \$4,911.80   |
| OhlsonLavoie      | Srvc     | \$16,752.90  |
| OilCtyPrinters    | Printing | \$20.00      |
| O'reillyAuto      | Supp     | \$42.98      |
| Orkin             | Srvc     | \$79.50      |
| OvrhdDoor         | Supp     | \$61,106.10  |
| Paciolan          | Srvc     | \$63.76      |
| PcfStl            | Supp     | \$235.16     |
| Pdns              | Misc     | \$891.00     |
| PeakEng           | Supp     | \$1,855.65   |
| Pepsi             | Supp     | \$2,791.15   |
| PottersIndustries | Srvc     | \$1,524.00   |
| ProKote           | Equip    | \$119.70     |
| PSCC-COC          | Srvc     | \$1,503.00   |
| PstlPros          | Billing  | \$12,778.29  |
| QltyOffSltns      | Supp     | \$379.90     |
| RckyMtnPwr        | Srvc     | \$235,769.00 |
| Rdodtctn          | Supp     | \$170.01     |
| RexRbrtson        | Supp     | \$72.00      |
| RootrSwr          | Srvc     | \$8,920.33   |
| RotaryClub        | Dues     | \$207.00     |
| SamParsonUpholst  | Srvc     | \$181.63     |
| Sams              | Supp     | \$683.82     |
| SFleck            | Reimb    | \$75.00      |
| SheetMtl          | Supp     | \$1,312.84   |
| Sigma-Aldrich     | Srvc     | \$64.02      |
| SkylineRnchs      | Srvc     | \$336.94     |
| SmithMfg.         | Supp     | \$1,721.18   |
| SprintRothhammer  | Supp     | \$1,521.53   |
| SrcGs             | Gas      | \$103.95     |
| StrghtLines       | Supp     | \$1,367.17   |
| SuprStructCor     | Supp     | \$1,994.09   |
| Suthrlnds         | Supp     | \$313.86     |
| Sysco             | Supp     | \$5,044.37   |
| TetraTech         | Srvc     | \$9,696.00   |
| TitanMach         | Equip    | \$30,604.47  |
| TopOff            | Srvc     | \$431.32     |

|                        |             |                |
|------------------------|-------------|----------------|
| TorringtonSod          | Supp        | \$196.00       |
| TrffcPrkngCntrl        | Supp        | \$402.54       |
| Tribcsp.com            | Srvc        | \$6,250.00     |
| TwnsqrMedia            | Advertising | \$1,700.00     |
| UnionTelCo             | Srvc        | \$279.39       |
| UnvrstyEnt             | Supp        | \$108.00       |
| UPS                    | Shipping    | \$1,848.42     |
| UPSSore                | Shipping    | \$42.63        |
| USABIBk                | Supp        | \$100.85       |
| UsWldng                | Supp        | \$5,004.27     |
| UtltyBlISltns          | Srvc        | \$1,987.71     |
| UWTechTrnsfr           | Training    | \$220.00       |
| VnDiest                | Supp        | \$5,351.05     |
| Volvo                  | Supp        | \$1,609.21     |
| Vrison                 | Srvc        | \$1,980.86     |
| VSP                    | Ins         | \$1,058.49     |
| VStanley               | Supp        | \$1,982.00     |
| WarneChemical          | Supp        | \$1,608.50     |
| WasteConn              | Srvc        | \$200.00       |
| WasteOilFurnaces       | Supp        | \$195.00       |
| Wear                   | Parts       | \$345.34       |
| WestGrp                | Subscrip    | \$975.15       |
| WhelenEng              | Srvc        | \$2,695.60     |
| WingfootCommTire       | Supp        | \$8,791.98     |
| WirelessAdvncd         | Supp        | \$43,440.04    |
| WllmsPrtrDay           | Srvc        | \$320.00       |
| WNMcMurryConst         | Projects    | \$331,121.30   |
| WrdwllWtrSwr           | Utility     | \$28.58        |
| WrightBrothers         | Srvc        | \$82,685.05    |
| WrldWsh                | Supp        | \$575.00       |
| WrthngtnLenhrt&Carpntr | Srvc        | \$412.50       |
| WstlndPrk-RedButtes    | Srvc        | \$2,128.26     |
| WstrnMed               | Medical     | \$3,470.00     |
| WstrnPlnsEng           | Supp        | \$8,902.50     |
| WstrnStsFire           | Supp        | \$598.60       |
| WstrnSttsCrctBrkrs     | Supp        | \$4,400.00     |
| WstrnWtrCons           | Srvc        | \$4,222.60     |
| WtrwrksInd             | Parts       | \$823.60       |
| WWT                    | Srvc        | \$250.00       |
| WyMach                 | Parts       | \$1,067.31     |
| WyRents                | Equip       | \$644.50       |
| WySigns                | Srvc        | \$227.00       |
| WyStl                  | Supp        | \$6,939.30     |
| Xerox                  | Printing    | \$564.12       |
| YthCrisisCtrCorp       | Srvc        | \$4,929.55     |
|                        | Total       | \$2,400,433.96 |

Mayor Schlager opened the public hearing for the consideration of the annexation of W1/2SW1/4, Section 14, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, to create the Heritage Hills Addition No. 2, generally located east of South Beverly and south of East 24<sup>th</sup> Streets; and rezoning from Natrona County zoning classification SR-2 (Suburban Residential) to City zoning classification R-2 (One Unit Residential).

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

Kris Gaddis, 1011 Goodstein Drive, requested Council's favorable consideration for the annexation and rezoning, and addressed questions posed by Council.

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

Following ordinance read:

AN ORDINANCE APPROVING THE ANNEXATION AND PLAT CREATING HERITAGE HILLS ADDITION NO. 2, AND ZONING THE SAME R-2 (ONE UNIT RESIDENTIAL).

Councilman Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Sandoval. Motion passed unanimously.

Mayor Schlager opened the public hearing for the annexation of portions of Tracts 1, 6 & 7, River Run Major Land Division, and a subdivision of portions of E1/2NW1/4, Section, T33N, R80W, 6<sup>th</sup> P.M., to create the River Park II Addition, generally located east of Robertson Road, and north of River Park Addition; and rezoning from Natrona County Zoning classification UA (Urban Agriculture) to City Zoning classification R-1 (Residential Estate).

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

Keith Tyler, 421 South Center Street, requested Council's favorable consideration of the annexation and rezoning, and addressed questions posed by Council.

There being no others to speak for or against the issues involving River Park II Addition, the public hearing was closed.

Following ordinance read:

AN ORDINANCE APPROVING THE ANNEXATION AND PLAT CREATING RIVER PARK II ADDITION, AND ZONING THE SAME R-1 (RESIDENTIAL ESTATE).

Councilman Meyer presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Hedquist. Motion passed unanimously.

Mayor Schlager opened the public hearing for the zone change of all of Blocks 13 & 20, Community Park Addition, located at 1927 South Walnut Street, from ED (Education District) to R-2 (One Unit Residential).

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

Isaiah Rodolph, 3522 East 23<sup>rd</sup> Street, spoke in favor of the rezoning and addressed questions posed by Council.

There being no others to speak for or against the issues involving Community Park Addition, the public hearing was closed.

Following ordinance read:

AN ORDINANCE APPROVING THE REZONING OF ALL OF BLOCKS 13 & 20, COMMUNITY PARK ADDITION, LOCATED AT 1927 SOUTH WALNUT STREET, FROM ED (EDUCATION DISTRICT) TO R-2 (ONE UNIT RESIDENTIAL).

Councilman Hedquist presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Hopkins. Motion passed unanimously.

Following ordinance read:

AN ORDINANCE AMENDING ORDINANCE NO. 24-99, PERTAINING TO THE FRANCHISE AGREEMENT WITH PACIFICORP, AN OREGON CORPORATION, DOING BUSINESS AS PACIFIC POWER AND LIGHT COMPANY.

Councilman Meyer presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Powell. Motion passed unanimously.

City Manager Patterson provided a brief report.

A discussion relating to the franchise fee ensued. City Manager Patterson addressed concerns regarding costs passed to consumers, economic development, line extensions, and the funding of the Casper Area Economic Development Alliance (CAEDA), Inc. After additional discussion, a vote on the motion to approve, on first reading, the ordinance pertaining to the franchise agreement resulted in all ayes, except Councilman Goodenough who voted nay. Passed.

The following resolutions were considered, without discussion.

Following resolutions read:

RESOLUTION NO. 13-178

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

RESOLUTION NO. 13-179

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

RESOLUTION NO. 13-180

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

RESOLUTION NO. 13-181

A RESOLUTION APPROVING A CONTRACT AMENDMENT WITH CASPER AREA TRANSPORTATION COALITION, INC. FOR THE PROVISION OF DEMAND RESPONSE AND FIXED ROUTE TRANSPORTATION AND OTHER SERVICES.

RESOLUTION NO. 13-182

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIEN.

RESOLUTION NO. 13-183

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE CONTRACT WITH CH2M HILL, INC. FOR THE PHASE II CORROSION STUDY OF THE NORTH PLATTE SANITARY INTERCEPTOR SEWER.

RESOLUTION NO. 13-184

A RESOLUTION AUTHORIZING THE THREE-YEAR SUPPORT AND MAINTENANCE AGREEMENT TO LOCK IN

AN ANNUAL FEE FOR SOFTWARE PRODUCTS PROVIDED  
BY HARRIS COMPUTER CORPORATION

Councilman Powell presented the foregoing seven (7) resolutions for adoption. Seconded by Councilman Sandoval. All voting aye. Passed.

Moved by Councilman Meyer, seconded by Councilman Cathey, to, by minute action:

- 1) appointing Michael J. Cometto to the Casper-Natrona County Health Department Board of Directors, to a five-year term expiring June 30, 2018.
- 2) authorize the purchase of housing materials and supplies, for use during the Casper Serve 2013 Program, Menards (\$15,903), Sherwin Williams (\$1,714), and Casper Window a total combined amount of \$18,000 not to exceed \$28,000.
- 3) rejecting bids for the 2013 Stuckenhoff restroom addition project.

Motion passed unanimously.

Michael Cometto, 104 South Wolcott Street, addressed the Council.

Mayor Schlager noted the next meetings of the City Council will be a work session to be held at 7:00 a.m., Tuesday, July 9, 2013, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, July 16, 2013, in the Council Chambers.

Moved by Councilman Meyer, seconded by Councilman Hedquist, to, by minute action, adjourn. All voted aye, except Councilmen Goodenough and Sandoval who voted nay. Passed.

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

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

## 12-24 CLUB

RIN0021874 MEMBERSHIP FEE

\$120.00  
**\$120.00** Subtotal for Dept. Police  
**\$120.00** Subtotal for Vendor

## 71 CONSTRUCTION, INC.

1538-1 RETAINAGE

(\$7,899.18)  
**(\$7,899.18)** Subtotal for Dept. Capital Projects

1538-1 CONSTRUCTION OF FT CASPAR

\$15,359.00

1538-1 CONSTRUCTION OF FT CASPAR

\$63,632.80

**\$78,991.80** Subtotal for Dept. Streets

**\$71,092.62** Subtotal for Vendor

## A TO Z TOWING LLC.

13-040 TOWING

\$65.00

13C-048 TOWING

\$85.00

13N129 TOWING

\$50.00

13N-128 TOWING

\$65.00

**\$265.00** Subtotal for Dept. Police

**\$265.00** Subtotal for Vendor

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

13-6-182 POSTAGE

\$19.49

**\$19.49** Subtotal for Dept. Balefill

13-6-417 POSTAGE

\$14.95

**\$14.95** Subtotal for Dept. Casper Events Center

13-6-413 POSTAGE

\$8.71

**\$8.71** Subtotal for Dept. City Attorney

13-6-415 POSTAGE

\$0.55

**\$0.55** Subtotal for Dept. City Manager

13-6-423 POSTAGE

\$126.22

**\$126.22** Subtotal for Dept. Council

13-6-419 POSTAGE

\$24.61

**\$24.61** Subtotal for Dept. Fire

13-6-188 POSTAGE

\$5.13

**\$5.13** Subtotal for Dept. Fort Caspar

13-6-189 POSTAGE

\$3.27

**\$3.27** Subtotal for Dept. Garage

13-6-194 POSTAGE

\$42.45

**\$42.45** Subtotal for Dept. Human Resources

13-6-422 POSTAGE

\$16.63

13-6-190 POSTAGE

\$12.65

**\$29.28** Subtotal for Dept. Metro Animal

13-6-192 POSTAGE

\$69.19

**\$69.19** Subtotal for Dept. Municipal Court

13-6-201 POSTAGE

\$151.31

13-6-443 POSTAGE

\$451.65

13-6-202 POSTAGE

\$947.40

13-6-433 POSTAGE

\$145.30

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

13-6-425 POSTAGE  
13-6-193 POSTAGE  
  
13-6-197 POSTAGE  
  
13-6-198 POSTAGE  
  
13-6-200 POSTAGE  
  
13-6-195 POSTAGE

**\$1,695.66** Subtotal for Dept. Police  
\$0.55  
\$7.01  
**\$7.56** Subtotal for Dept. Police Grants  
\$5.57  
**\$5.57** Subtotal for Dept. Property & Liability Insurance  
\$6.75  
**\$6.75** Subtotal for Dept. Refuse Collection  
\$1.64  
**\$1.64** Subtotal for Dept. Waste Water  
\$25.62  
**\$25.62** Subtotal for Dept. Water  
**\$2,086.65** Subtotal for Vendor

## ACCENT PACKAGING INC. 9317868 PARTS FOR ENVIROBALE REPAIR

\$101.29  
**\$101.29** Subtotal for Dept. Balefill  
**\$101.29** Subtotal for Vendor

## ACE HARDWARE

087129 MISC. SUPPLIES  
087105 BALER REPAIRS  
087132 STEP LADDER  
  
087241 HANGERS/RACKS  
087126 STRAP  
  
087356 JANITORIAL SUPPLIES  
087165 ASST BRASS COUPLERS

\$46.53  
\$19.58  
\$39.99  
**\$106.10** Subtotal for Dept. Balefill  
\$48.64  
\$6.53  
**\$55.17** Subtotal for Dept. Sewer  
\$24.96  
\$38.94  
**\$63.90** Subtotal for Dept. Waste Water  
**\$225.17** Subtotal for Vendor

## ACS GOVERNMENT SYSTEMS, INC. 924711 MAINT AGREEMNT 8/13-8/14

\$9,815.00  
**\$9,815.00** Subtotal for Dept. Fire  
**\$9,815.00** Subtotal for Vendor

## ADECCO USA, INC.

66707696 KITCHEN AIDE  
66687801 KITCHEN AIDE  
66697210 KITCHEN AIDE  
  
66702418 TEMP WORKERS  
66693077 TEMP WORKERS

\$377.00  
\$1,865.50  
\$143.00  
**\$2,385.50** Subtotal for Dept. Casper Events Center  
\$1,361.60  
\$2,060.80  
**\$3,422.40** Subtotal for Dept. Municipal Court  
**\$5,807.90** Subtotal for Vendor

## ALLIED INSURANCE BD 7900402392 NOTARY BOND

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

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$50.00** Subtotal for Vendor

## ALL-OUT FIRE EXTINGUISHER INC.

19282 SYSTEM, LINKS

\$160.00

**\$160.00** Subtotal for Dept. Golf Course

**\$160.00** Subtotal for Vendor

## AMEC ENVIRONMENTAL & INFRASTRUCTURE INC.

X17327485 GIS RIGHT OF WAY FEATURE CLASS

\$33,747.75

X17327485 GIS RIGHT OF WAY FEATURE CLASS

\$3,546.70

**\$37,294.45** Subtotal for Dept. Metropolitan Planning

**\$37,294.45** Subtotal for Vendor

## AMERICAN CANCER SOCIETY

62213 DEPOSIT REFUND

\$150.00

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

**\$150.00** Subtotal for Vendor

## AMERICAN EAGLE CLEANING, LLC

3327 JANITORIAL SERVICES

\$2,150.00

3325 JANITORIAL SERVICES

\$1,547.50

3326 SAFETY PAINTING

\$885.00

**\$4,582.50** Subtotal for Dept. Balefill

**\$4,582.50** Subtotal for Vendor

## AMERICAN LINEN, INC.

LCAS778594 LAUNDRY

\$98.70

LCAS780459 LAUNDRY

\$66.60

LCAS780459 LAUNDRY

\$1.90

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

LCAS780459 MATS

\$48.91

LCAS780449 MATS

\$41.61

LCAS782209 MATS

\$3.25

LCAS778729 MATS

\$3.25

**\$97.02** Subtotal for Dept. Buildings And Grounds

LCAS782148 LAUNDRY

\$30.00

LCAS780876 LAUNDRY

\$71.30

LCAS781094 LAUNDRY

\$1,028.00

779128 LAUNDRY

(\$25.25)

LCAS782638 LAUNDRY

\$72.80

**\$1,176.85** Subtotal for Dept. Casper Events Center

LCAS782209 LAUNDRY

\$133.01

LCAS779997 LAUNDRY

\$10.00

LCAS780449 LAUNDRY

\$133.01

LCAS778729 LAUNDRY

\$133.01

**\$409.03** Subtotal for Dept. Garage

LCAS780459 LAUNDRY

\$16.10

**\$16.10** Subtotal for Dept. Refuse Collection

LCAS780446 LAUNDRY

\$58.32

**\$58.32** Subtotal for Dept. Sewer

LCAS780445 LAUNDRY

\$136.11

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

LCAS781772 LAUNDRY  
LCAS782205 LAUNDRY

\$30.66  
\$148.47  
**\$315.24 Subtotal for Dept. Waste Water**

LCAS780806 LAUNDRY  
LCAS779056 LAUNDRY  
LCAS780807 LAUNDRY

\$16.47  
\$16.47  
\$121.07  
**\$154.01 Subtotal for Dept. Water**

LCAS779055 MATS

\$38.78  
**\$38.78 Subtotal for Dept. Water Treatment Plant**  
**\$2,432.55 Subtotal for Vendor**

## AMERICAN SOC. OF WOMEN ACCOUNTANTS

6362790 RENEW MEMBERSHIP

\$142.00  
**\$142.00 Subtotal for Dept. Police**  
**\$142.00 Subtotal for Vendor**

## AMERICANA SOUVENIRS & GIFTS

152227 COTTON CAP, BONNET, HAND FAN

\$351.48  
**\$351.48 Subtotal for Dept. Fort Caspar**  
**\$351.48 Subtotal for Vendor**

## AMY ZASTROW

RN0021906 HYDRANT METER DEPOSIT REFUND

\$85.00  
**\$85.00 Subtotal for Dept. Water**  
**\$85.00 Subtotal for Vendor**

## APi SYSTEMS INTEGRATORS

488672 PANIC BUTTON

\$92.00  
**\$92.00 Subtotal for Dept. Municipal Court**  
**\$92.00 Subtotal for Vendor**

## APPLIED CONCEPTS, INC.

238322 RADAR ACCESSORIES

\$484.00  
**\$484.00 Subtotal for Dept. Police**  
**\$484.00 Subtotal for Vendor**

## AT & T MOBILITY

X06232013 WIRELESS ACCESS

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

## ATLANTIC ELECTRIC, INC.

4616 SHAKER REPAIRS

\$238.44  
**\$238.44 Subtotal for Dept. Balefill**

4611 REPLACED ROUND TOP LIGHT

\$810.00  
**\$810.00 Subtotal for Dept. Property & Liability Insurance**

4598 2010/2011 LUMINAIRS PROJ 10-33

\$5,010.70  
**\$5,010.70 Subtotal for Dept. Traffic**  
**\$6,059.14 Subtotal for Vendor**

## ATLAS OFFICE PRODUCTS

212089I OFFICE SUPPLIES

\$38.68

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

|                         |                   |                            |                                |
|-------------------------|-------------------|----------------------------|--------------------------------|
| 212380I OFFICE SUPPLIES | \$29.52           |                            |                                |
|                         | <b>\$68.20</b>    | <b>Subtotal for Dept.</b>  | Balefill                       |
| 212437I OFFICE SUPPLIES | \$738.06          |                            |                                |
| 212437I OFFICE SUPPLIES | \$30.90           |                            |                                |
| 212532I OFFICE SUPPLIES | \$100.24          |                            |                                |
| 212691I OFFICE SUPPLIES | \$3.56            |                            |                                |
| 212657I OFFICE SUPPLIES | \$70.02           |                            |                                |
|                         | <b>\$942.78</b>   | <b>Subtotal for Dept.</b>  | Casper Events Center           |
| 211772 OFFICE SUPPLIES  | \$5.49            |                            |                                |
| 209074 OFFICE SUPPLIES  | \$52.25           |                            |                                |
|                         | <b>\$57.74</b>    | <b>Subtotal for Dept.</b>  | City Attorney                  |
| 212396I OFFICE SUPPLIES | \$6.45            |                            |                                |
| 212364I OFFICE SUPPLIES | \$450.16          |                            |                                |
| 212544 OFFICE SUPPLIES  | \$145.01          |                            |                                |
|                         | <b>\$601.62</b>   | <b>Subtotal for Dept.</b>  | Code Enforcement               |
| 212611I OFFICE SUPPLIES | \$25.43           |                            |                                |
|                         | <b>\$25.43</b>    | <b>Subtotal for Dept.</b>  | Engineering                    |
| 208180 OFFICE SUPPLIES  | \$14.58           |                            |                                |
| 203728 OFFICE SUPPLIES  | \$19.75           |                            |                                |
| 212660 OFFICE SUPPLIES  | \$2.75            |                            |                                |
| 212499 OFFICE SUPPLIES  | \$235.53          |                            |                                |
|                         | <b>\$272.61</b>   | <b>Subtotal for Dept.</b>  | Fire                           |
| 212016 OFFICE SUPPLIES  | \$9.96            |                            |                                |
| 212492I OFFICE SUPPLIES | \$54.00           |                            |                                |
| 212474I OFFICE SUPPLIES | \$89.75           |                            |                                |
| 212063 OFFICE SUPPLIES  | \$42.24           |                            |                                |
|                         | <b>\$195.95</b>   | <b>Subtotal for Dept.</b>  | Fort Caspar                    |
| 212018I OFFICE SUPPLIES | \$17.24           |                            |                                |
| 211836 OFFICE SUPPLIES  | \$423.08          |                            |                                |
|                         | <b>\$440.32</b>   | <b>Subtotal for Dept.</b>  | Health Insurance               |
| 212082 OFFICE SUPPLIES  | \$92.56           |                            |                                |
|                         | <b>\$92.56</b>    | <b>Subtotal for Dept.</b>  | Information Services           |
| 211735I OFFICE SUPPLIES | \$59.70           |                            |                                |
| 211704I OFFICE SUPPLIES | \$7.20            |                            |                                |
| 206968 OFFICE SUPPLIES  | \$13.98           |                            |                                |
| 211675I OFFICE SUPPLIES | \$182.90          |                            |                                |
|                         | <b>\$263.78</b>   | <b>Subtotal for Dept.</b>  | Municipal Court                |
| 209866 OFFICE SUPPLIES  | \$64.02           |                            |                                |
|                         | <b>\$64.02</b>    | <b>Subtotal for Dept.</b>  | Owner Occupied Gen Rehab       |
| 204104 OFFICE SUPPLIES  | (\$43.96)         |                            |                                |
|                         | <b>(\$43.96)</b>  | <b>Subtotal for Dept.</b>  | Police                         |
| 212238I OFFICE SUPPLIES | \$17.51           |                            |                                |
| 212655I OFFICE SUPPLIES | \$21.52           |                            |                                |
|                         | <b>\$39.03</b>    | <b>Subtotal for Dept.</b>  | Property & Liability Insurance |
| 212380I OFFICE SUPPLIES | \$29.52           |                            |                                |
|                         | <b>\$29.52</b>    | <b>Subtotal for Dept.</b>  | Refuse Collection              |
|                         | <b>\$3,049.60</b> | <b>Subtotal for Vendor</b> |                                |

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

## ATLAS REPRODUCTION

105162 LAMINATE JULY P&Z POSTERS

\$36.00

**\$36.00** Subtotal for Dept. Planning

**\$36.00** Subtotal for Vendor

## B&B RUBBER STAMP SHOP, LLC.

114199 NOTARY STAMP

\$38.90

**\$38.90** Subtotal for Dept. Police

**\$38.90** Subtotal for Vendor

## BACKFLOW CONSULTING TESTING & REPAIR, INC.

2221003 TEST GAUGE CERTIFICATE

\$85.00

**\$85.00** Subtotal for Dept. Water

**\$85.00** Subtotal for Vendor

## BALEFILL

1339/102148 SANITATION

\$279.60

**\$279.60** Subtotal for Dept. Casper Events Center

247/102136 SANITATION

\$25.20

247/102312 SANITATION

\$99.90

247/102281 SANITATION

\$42.00

247/102379 SANITATION

\$30.00

247/102194 SANITATION

\$45.00

247/102013 SANITATION

\$220.50

247/102105 SANITATION

\$15.00

**\$477.60** Subtotal for Dept. Parks

2772/102361 SANITATION

\$44,595.00

2772/102044 SANITATION

\$5,835.00

2772/102081 SANITATION

\$6,614.25

2772/102126 SANITATION

\$6,208.80

2772/102447 SANITATION

\$6,245.55

2772/102159 SANITATION

\$5,977.95

2772/102303 SANITATION

\$5,792.55

2155/102277 SANITATION

\$800.00

2772/102186 SANITATION

\$5,410.95

**\$87,480.05** Subtotal for Dept. Refuse Collection

4606/102386 SANITATION

\$98.55

1276/102080 SANITATION

\$128.70

**\$227.25** Subtotal for Dept. Waste Water

3164/102130 SANITATION

\$95.40

**\$95.40** Subtotal for Dept. Water

**\$88,559.90** Subtotal for Vendor

## BEST BUY STORES, L.P.

1324547 TECHNOLOGY

\$87.99

**\$87.99** Subtotal for Dept. Information Services

**\$87.99** Subtotal for Vendor

## BETH ROTITAILLE - UW RESIDENCY OFFICE

61813 DEPOSIT REFUND

\$150.00

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

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$150.00** Subtotal for Vendor

**BETSY ROSS FLAG GIRLS, INC.**  
805841-N US FLAG

\$242.00

**\$242.00** Subtotal for Dept. Fort Caspar

**\$242.00** Subtotal for Vendor

**BLOEDORN LUMBER BUILDING MATERIALS**  
1151645 ANGLE IRON, SCREWS, ETC

\$114.80

**\$114.80** Subtotal for Dept. Fire

\$47.69

**\$47.69** Subtotal for Dept. Fort Caspar

**\$162.49** Subtotal for Vendor

**BLUE TARP FINANCIAL**  
RIN0021875 PRESSURE WASHER WAND

\$62.94

**\$62.94** Subtotal for Dept. Metro Animal

**\$62.94** Subtotal for Vendor

**BOOMTOWN COMMERCIAL SWEEPING, LLC.**  
2620 WEED CONTRACTOR  
2589 WEED CONTRACTOR

\$447.23

\$712.18

**\$1,159.41** Subtotal for Dept. Code Enforcement

**\$1,159.41** Subtotal for Vendor

**BURBACKS REFRIGERATION CORP.**  
60974 FREEZER REPAIR

\$397.37

**\$397.37** Subtotal for Dept. Casper Events Center

**\$397.37** Subtotal for Vendor

**BURGARDT, MIKE**  
0020252573 DEPOSIT/CREDIT REFUND

\$58.22

**\$58.22** Subtotal for Dept. Water

**\$58.22** Subtotal for Vendor

**BW INSURANCE AGENCY INC**  
2865560 HOGADON LIABILITY INSURANCE

\$12,731.00

**\$12,731.00** Subtotal for Dept. Property & Liability Insurance

**\$12,731.00** Subtotal for Vendor

**CARPET ONE COMMERCIAL FLOORING**  
RIN0022014 RETAINAGE  
RIN0022014 FLOORING PROJECT

(\$880.50)

\$17,610.00

**\$16,729.50** Subtotal for Dept. Waste Water

**\$16,729.50** Subtotal for Vendor

**CASPER ANIMAL MEDICAL CENTER**  
116027 CANINE VET SERVICES

\$142.75

**\$142.75** Subtotal for Dept. Police

**\$142.75** Subtotal for Vendor

**CASPER PETROLEUM CLUB**  
59229 MEETING EXPENSE

\$56.18

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$56.18** Subtotal for Dept. Council

**\$56.18** Subtotal for Vendor

## CASPER STAR TRIBUNE - LEGAL ADS ONLY

966014 AD

\$10.00

**\$10.00** Subtotal for Dept. Finance

965173 AD

\$38.64

**\$38.64** Subtotal for Dept. Water Treatment Plant

**\$48.64** Subtotal for Vendor

## CASPER STAR TRIBUNE - REGULAR ADS ONLY

965088 AD

\$99.10

**\$99.10** Subtotal for Dept. Fire

**\$99.10** Subtotal for Vendor

## CASPER TIRE LLC

130342 TIRE, 20X8.00-8 MULTI TRAC C/S

\$120.00

**\$120.00** Subtotal for Dept. Garage

**\$120.00** Subtotal for Vendor

## CASPER WINNELSON

441601-00 CREDIT FOR DUPLICATE BILL

(\$12.74)

**(\$12.74)** Subtotal for Dept. Fire

441166 00 HD PLUGS

\$7.80

441822 00 DEWATER BLDG CENTRIFUGE DRAIN

\$20.21

441601 00 CREDIT MEMO DUPLICATE BILLED

(\$12.74)

440924 00 WOMEN'S TOILET FLUSH VALVE

\$85.72

**\$100.99** Subtotal for Dept. Waste Water

**\$88.25** Subtotal for Vendor

## CDW GOVERNMENT, INC.

CQ97639 VEHICLE PORT REPLICATOR

\$809.00

**\$809.00** Subtotal for Dept. Police Dept

**\$809.00** Subtotal for Vendor

## CENTRAL WY. REGIONAL WATER

102403 SYSTEM INVESTMENT FEES

\$31,194.00

102425 WHOLESALE WATER

\$754,155.47

**\$785,349.47** Subtotal for Dept. Water

**\$785,349.47** Subtotal for Vendor

## CENTURYLINK

RIN0021932 PHONE USE

\$35.79

RIN0021929 PHONE USE

\$106.97

RIN0021930 PHONE USE

\$141.83

RIN0021931 PHONE USE

\$91.36

**\$375.95** Subtotal for Dept. Balefill

RIN0022013 PHONE USE

\$322.11

RIN0022042 PHONE USE

\$126.50

RIN0022013 PHONE USE

\$35.79

**\$484.40** Subtotal for Dept. Casper Events Center

RIN0022042 PHONE USE

\$31.85

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

|                  |            |                   |                           |                       |
|------------------|------------|-------------------|---------------------------|-----------------------|
|                  |            | <b>\$31.85</b>    | <b>Subtotal for Dept.</b> | City Hall             |
| RIN0022042       | PHONE USE  | \$65.28           |                           |                       |
|                  |            | <b>\$65.28</b>    | <b>Subtotal for Dept.</b> | Code Enforcement      |
| RIN0022042       | PHONE USE  | \$23.30           |                           |                       |
| RIN0022013       | PHONE USE  | \$35.79           |                           |                       |
| RIN0022042       | PHONE USE  | \$64.96           |                           |                       |
| RIN0022042       | PHONE USE  | \$65.28           |                           |                       |
| RIN0022042       | PHONE USE  | \$83.64           |                           |                       |
| RIN0022042       | PHONE USE  | \$61.20           |                           |                       |
| RIN0022042       | PHONE USE  | \$61.20           |                           |                       |
| RIN0022042       | PHONE USE  | \$83.64           |                           |                       |
| RIN0022042       | PHONE USE  | \$61.20           |                           |                       |
| RIN0021925       | PHONE USE  | \$9,049.93        |                           |                       |
| RIN0022013       | PHONE USE  | \$242.17          |                           |                       |
| RIN0022042       | PHONE USE  | \$35.79           |                           |                       |
|                  |            | <b>\$9,868.10</b> | <b>Subtotal for Dept.</b> | Communications Center |
| AP00005707031319 | PHONE BILL | \$3,209.00        |                           |                       |
| AP00013207031319 | PHONE USE  | \$1,664.73        |                           |                       |
| AP00014307031319 | PHONE USE  | \$816.71          |                           |                       |
|                  |            | <b>\$5,690.44</b> | <b>Subtotal for Dept.</b> | Finance               |
| RIN0022042       | PHONE USE  | \$65.28           |                           |                       |
| RIN0022042       | PHONE USE  | \$65.28           |                           |                       |
| RIN0022013       | PHONE USE  | \$35.79           |                           |                       |
| RIN0022042       | PHONE USE  | \$65.28           |                           |                       |
| RIN0022013       | PHONE USE  | \$35.79           |                           |                       |
| RIN0022013       | PHONE USE  | \$35.79           |                           |                       |
| RIN0022013       | PHONE USE  | \$35.79           |                           |                       |
| RIN0022013       | PHONE USE  | \$71.58           |                           |                       |
| RIN0022042       | PHONE USE  | \$74.46           |                           |                       |
| RIN0022042       | PHONE USE  | \$65.28           |                           |                       |
|                  |            | <b>\$550.32</b>   | <b>Subtotal for Dept.</b> | Fire                  |
| RIN0022042       | PHONE USE  | \$63.24           |                           |                       |
| RIN0022013       | PHONE USE  | \$35.79           |                           |                       |
|                  |            | <b>\$99.03</b>    | <b>Subtotal for Dept.</b> | Garage                |
| RIN0022042       | PHONE USE  | \$41.61           |                           |                       |
|                  |            | <b>\$41.61</b>    | <b>Subtotal for Dept.</b> | Golf Course           |
| RIN0022013       | PHONE USE  | \$35.79           |                           |                       |
|                  |            | <b>\$35.79</b>    | <b>Subtotal for Dept.</b> | Human Resources       |
| RIN0022042       | PHONE USE  | \$65.28           |                           |                       |
| RIN0022013       | PHONE USE  | \$75.66           |                           |                       |
|                  |            | <b>\$140.94</b>   | <b>Subtotal for Dept.</b> | Parking               |
| RIN0022042       | PHONE USE  | \$122.40          |                           |                       |
| RIN0022042       | PHONE USE  | \$39.59           |                           |                       |
|                  |            | <b>\$161.99</b>   | <b>Subtotal for Dept.</b> | Parks                 |
| RIN0022042       | PHONE USE  | \$22.94           |                           |                       |
| RIN0022042       | PHONE USE  | \$65.28           |                           |                       |
| RIN0022042       | PHONE USE  | \$36.54           |                           |                       |
| RIN0022042       | PHONE USE  | \$63.24           |                           |                       |
| RIN0022013       | PHONE USE  | \$35.79           |                           |                       |

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

|                      |                    |                            |                              |
|----------------------|--------------------|----------------------------|------------------------------|
|                      | <b>\$223.79</b>    | <b>Subtotal for Dept.</b>  | <b>Police</b>                |
| RIN0022013 PHONE USE | \$35.79            |                            |                              |
|                      | <b>\$35.79</b>     | <b>Subtotal for Dept.</b>  | <b>Recreation</b>            |
| RIN0022042 PHONE USE | \$36.54            |                            |                              |
| RIN0022042 PHONE USE | \$40.62            |                            |                              |
| RIN0022042 PHONE USE | \$40.62            |                            |                              |
| RIN0022042 PHONE USE | \$40.62            |                            |                              |
| RIN0022042 PHONE USE | \$40.62            |                            |                              |
| RIN0022042 PHONE USE | \$65.28            |                            |                              |
| RIN0022042 PHONE USE | \$40.62            |                            |                              |
| RIN0022042 PHONE USE | \$32.81            |                            |                              |
| RIN0022042 PHONE USE | \$40.62            |                            |                              |
| RIN0021925 PHONE USE | \$35.55            |                            |                              |
| RIN0022042 PHONE USE | \$47.62            |                            |                              |
| RIN0021950 PHONE USE | \$38.05            |                            |                              |
|                      | <b>\$499.57</b>    | <b>Subtotal for Dept.</b>  | <b>Traffic</b>               |
| RIN0022013 PHONE USE | \$35.55            |                            |                              |
| RIN0022042 PHONE USE | \$1,641.61         |                            |                              |
|                      | <b>\$1,677.16</b>  | <b>Subtotal for Dept.</b>  | <b>Waste Water</b>           |
| RIN0022042 PHONE USE | \$194.88           |                            |                              |
| RIN0022013 PHONE USE | \$84.75            |                            |                              |
| RIN0022013 PHONE USE | \$35.55            |                            |                              |
|                      | <b>\$315.18</b>    | <b>Subtotal for Dept.</b>  | <b>Water</b>                 |
| RIN0021924 PHONE USE | \$40.23            |                            |                              |
|                      | <b>\$40.23</b>     | <b>Subtotal for Dept.</b>  | <b>Water Treatment Plant</b> |
|                      | <b>\$20,337.42</b> | <b>Subtotal for Vendor</b> |                              |

## CHAD ZIEHL

|                               |                |                            |                    |
|-------------------------------|----------------|----------------------------|--------------------|
| RIN0022031 CLOTHING ALLOWANCE | \$37.50        |                            |                    |
|                               | <b>\$37.50</b> | <b>Subtotal for Dept.</b>  | <b>Waste Water</b> |
|                               | <b>\$37.50</b> | <b>Subtotal for Vendor</b> |                    |

## CITY OF CASPER

|                                    |                   |                            |                              |
|------------------------------------|-------------------|----------------------------|------------------------------|
| 101903 MILLER HOUSE RENT           | \$400.00          |                            |                              |
|                                    | <b>\$400.00</b>   | <b>Subtotal for Dept.</b>  | <b>Balefill</b>              |
| 5128/102161 GIS P/R EXPS JUNE 2013 | \$6,456.81        |                            |                              |
| 5128/102161 GIS P/R EXPS JUNE 2013 | \$678.58          |                            |                              |
| 5128/102160 GIO P/R EXPS JUNE 2013 | \$1,717.74        |                            |                              |
| 5128/102160 GIO P/R EXPS JUNE 2013 | \$180.52          |                            |                              |
|                                    | <b>\$9,033.65</b> | <b>Subtotal for Dept.</b>  | <b>Metropolitan Planning</b> |
| 102065 DEVELOPER'S FORUM/VENUE     | \$224.50          |                            |                              |
|                                    | <b>\$224.50</b>   | <b>Subtotal for Dept.</b>  | <b>Planning</b>              |
|                                    | <b>\$9,658.15</b> | <b>Subtotal for Vendor</b> |                              |

## CITY OF CASPER - CENTRAL GARAGE

|  |                   |                            |   |
|--|-------------------|----------------------------|---|
| RIN0022026 REPAIR - WORK ORDER #660211 | \$1,668.25        |                            |   |
| RIN0022026 REPAIR - WORK ORDER #141478 | \$694.79          |                            |   |
|  | <b>\$2,363.04</b> | <b>Subtotal for Dept.</b>  | <b>Property &amp; Liability Insurance</b> |
|  | <b>\$2,363.04</b> | <b>Subtotal for Vendor</b> |   |

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

## CITY TOWING

13-048 TOWING

\$65.00  
**\$65.00** Subtotal for Dept. Police  
**\$65.00** Subtotal for Vendor

## CLERK OF CIRCUIT COURT

RIN0022059 RE-ISSUE BANK 50 CK 107722

\$280.79  
**\$280.79** Subtotal for Dept. Balefill

RIN0022059 RE-ISSUE BANK 50 CK 107722

\$417.27  
**\$417.27** Subtotal for Dept. General Fund

RIN0022059 RE-ISSUE BANK 50 CK 107722

\$433.42  
**\$433.42** Subtotal for Dept. Information Services

RIN0022059 RE-ISSUE BANK 50 CK 107722

\$283.64  
**\$283.64** Subtotal for Dept. Water Treatment Plant  
**\$1,415.12** Subtotal for Vendor

## CLIFTON CORKERN

RIN0022060 PERSONAL VEHICLE USAGE REIMB

\$63.60  
**\$63.60** Subtotal for Dept. Fort Caspar  
**\$63.60** Subtotal for Vendor

## CLINT CONNER

RIN0022052 TRAVEL EXPENSES

\$165.00  
**\$165.00** Subtotal for Dept. Water  
**\$165.00** Subtotal for Vendor

## CLINT SPARGUR

RIN0021934 CLOTHING ALLOWANCE

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

## CMI TECO, INC.

0058833-IN CHANGE OUT BEDS ON TRUCK

\$2,850.00

0058844-IN PAINT UNDERSIDE OF BED

\$1,477.76

**\$4,327.76** Subtotal for Dept. Balefill

0093168 FITTING,QUICK LOCK

\$16.36

**\$16.36** Subtotal for Dept. Garage

**\$4,344.12** Subtotal for Vendor

## CNIC HEALTH SOLUTIONS, INC.

RIN0021921 STOPLOSS

\$54,025.00

RIN0021921 ADMIN FEES

\$30,612.14

**\$84,637.14** Subtotal for Dept. Health Insurance

**\$84,637.14** Subtotal for Vendor

## CO. DEPT. OF PUBLIC HEALTH & ENVIRONMENT

INV0032238 INVESTIGATION

\$205.00

**\$205.00** Subtotal for Dept. Police

**\$205.00** Subtotal for Vendor

## COBAN TECH. INC.

6288 COBAN MAINT

\$8,257.26

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$8,257.26** Subtotal for Dept. Police  
**\$8,257.26** Subtotal for Vendor

## COMMUNICATION TECHNOLOGIES, INC.

|                                 |                    |                                |
|---------------------------------|--------------------|--------------------------------|
| 64558 REMOVE COBAN FIRE 1       | \$49.00            |                                |
|                                 | <b>\$49.00</b>     | Subtotal for Dept. Fire        |
| 64587 RADIO REPAIR              | \$241.00           |                                |
| 63670 RADIO REPAIR              | \$49.00            |                                |
| 64557 RADIO REPAIR              | \$98.00            |                                |
| 63666 RADIO REPAIR              | \$49.00            |                                |
| 63669 RADIO REPAIR              | \$49.00            |                                |
| 63667 RADIO REPAIR              | \$98.00            |                                |
| 63668 RADIO REPAIRS             | \$49.00            |                                |
|                                 | <b>\$633.00</b>    | Subtotal for Dept. Police      |
| 63690 INTERCEPTOR SUBFRAMES X 7 | \$9,114.00         |                                |
| 63689 CONSOLES X 7              | \$2,583.91         |                                |
|                                 | <b>\$11,697.91</b> | Subtotal for Dept. Police Dept |
|                                 | <b>\$12,379.91</b> | Subtotal for Vendor            |

## COMTRONIX, INC.

|                                   |                 |   |
|-----------------------------------|-----------------|---|
| AP00004906211301 ALARM MONITORING | \$55.00         |   |
| AP00004907031319 ALARM MONITORING | \$55.00         |   |
|                                   | <b>\$110.00</b> | Subtotal for Dept. Aquatics             |
| AP00004906211301 ALARM MONITORING | \$52.00         |   |
| AP00004907031319 ALARM MONITORING | \$26.00         |   |
| AP00004907031319 ALARM MONITORING | \$26.00         |   |
| AP00004906211301 ALARM MONITORING | \$40.95         |   |
| AP00004907031319 ALARM MONITORING | \$40.95         |   |
| AP00004906211301 ALARM MONITORING | \$26.00         |   |
| AP00004906211301 ALARM MONITORING | \$26.00         |   |
| AP00004907031319 ALARM MONITORING | \$52.00         |   |
|                                   | <b>\$289.90</b> | Subtotal for Dept. Balefill             |
| AP00004907031319 ALARM MONITORING | \$26.00         |   |
| AP00004907031319 ALARM MONITORING | \$26.00         |   |
| AP00004906211301 ALARM MONITORING | \$26.00         |   |
| AP00004906211301 ALARM MONITORING | \$26.00         |   |
|                                   | <b>\$104.00</b> | Subtotal for Dept. Casper Events Center |
| AP00004906211301 ALARM MONITORING | \$26.00         |   |
| AP00004906211301 ALARM MONITORING | \$26.00         |   |
| AP00004907031319 ALARM MONITORING | \$26.00         |   |
| AP00004907031319 ALARM MONITORING | \$26.00         |   |
| AP00004907031319 ALARM MONITORING | \$26.00         |   |
| AP00004906211301 ALARM MONITORING | \$26.00         |   |
|                                   | <b>\$156.00</b> | Subtotal for Dept. City Hall            |
| AP00004907031319 ALARM MONITORING | \$26.00         |   |
| AP00004906211301 ALARM MONITORING | \$26.00         |   |
|                                   | <b>\$52.00</b>  | Subtotal for Dept. City Manager         |
| AP00004907031319 ALARM MONITORING | \$26.00         |   |
| AP00004906211301 ALARM MONITORING | \$26.00         |   |
|                                   | <b>\$52.00</b>  | Subtotal for Dept. Finance              |

# Bills and Claims

City of Casper

|  |                   |  |
|--|-------------------|--|
| 03-Jul-13 to 16-Jul-13                     |                   |  |
| AP00004907031319 ALARM MONITORING          | \$91.95           |  |
| AP00004906211301 ALARM MONITORING          | \$91.95           |  |
|  | <b>\$183.90</b>   | <b>Subtotal for Dept. Fort Caspar</b>  |
| AP00004906211301 ALARM MONITORING          | \$26.00           |  |
| AP00004907031319 ALARM MONITORING          | \$26.00           |  |
|  | <b>\$52.00</b>    | <b>Subtotal for Dept. Garage</b>       |
| 40713 RUN LAN CABLE                        | \$173.12          |  |
|  | <b>\$173.12</b>   | <b>Subtotal for Dept. Golf Course</b>  |
| AP00004907031319 ALARM MONITORING          | \$36.00           |  |
| AP00004906211301 ALARM MONITORING          | \$36.00           |  |
|  | <b>\$72.00</b>    | <b>Subtotal for Dept. Ice Arena</b>    |
| AP00004906211301 ALARM MONITORING          | \$36.00           |  |
| AP00004907031319 ALARM MONITORING          | \$36.00           |  |
|  | <b>\$72.00</b>    | <b>Subtotal for Dept. Metro Animal</b> |
| AP00004907031319 ALARM MONITORING          | \$39.95           |  |
| AP00004906211301 ALARM MONITORING          | \$39.95           |  |
|  | <b>\$79.90</b>    | <b>Subtotal for Dept. Police</b>       |
| AP00004907031319 ALARM MONITORING          | \$36.00           |  |
| AP00004906211301 ALARM MONITORING          | \$36.00           |  |
|  | <b>\$72.00</b>    | <b>Subtotal for Dept. Recreation</b>   |
|  | <b>\$1,468.82</b> | <b>Subtotal for Vendor</b>             |
| <b>CONSTRUCTION DYNAMICS, LLC.</b>         |                   |  |
| 6 RETAINAGE                                | (\$483.80)        |  |
| 6 CHANGE ORDER 1 METRO ANIMAL              | \$4,838.00        |  |
|  | <b>\$4,354.20</b> | <b>Subtotal for Dept. Balefill</b>     |
|  | <b>\$4,354.20</b> | <b>Subtotal for Vendor</b>             |
| <b>COOPERMAN FIFE &amp; DRUM CO., INC.</b> |                   |  |
| 270658 SPRINGFIELD/HARPERS FERRY, WIN      | \$213.44          |  |
|  | <b>\$213.44</b>   | <b>Subtotal for Dept. Fort Caspar</b>  |
|  | <b>\$213.44</b>   | <b>Subtotal for Vendor</b>             |
| <b>COWBOY AUTO SPA</b>                     |                   |  |
| RIN0022070 CAR WASH                        | \$69.47           |  |
|  | <b>\$69.47</b>    | <b>Subtotal for Dept. Fire</b>         |
|  | <b>\$69.47</b>    | <b>Subtotal for Vendor</b>             |
| <b>CPS DISTRIBUTORS, INC.</b>              |                   |  |
| 1784637-00 COUPLINGS                       | \$6.13            |  |
|  | <b>\$6.13</b>     | <b>Subtotal for Dept. Balefill</b>     |
|  | <b>\$6.13</b>     | <b>Subtotal for Vendor</b>             |
| <b>CRIME SCENE INFORMATION</b>             |                   |  |
| 157-12-016 CRIMESTOPPERS PHONE LINE        | \$86.25           |  |
|  | <b>\$86.25</b>    | <b>Subtotal for Dept. Police</b>       |
|  | <b>\$86.25</b>    | <b>Subtotal for Vendor</b>             |
| <b>CULLIGAN OF CASPER</b>                  |                   |  |
| 261489 DI TANK RENTAL JULY 2013            | \$30.00           |  |
| 261417 DI TANK EXCHANGE LABORATORY         | \$155.00          |  |

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$185.00** Subtotal for Dept. Waste Water  
**\$185.00** Subtotal for Vendor

## DANA KEPNER CO. OF WY.

2217197-00 MINI TEST YELLO LID \$244.08  
2217082-00 16" EPOXY COUPLING \$1,290.00  
2217197-00 15P THERMOWELD CART IN-OUT \$55.00  
2217197-00 8" PVC C900 PLUG IN/OUT \$124.24

**\$1,713.32** Subtotal for Dept. Water  
**\$1,713.32** Subtotal for Vendor

## DARRIN CROWELL

RIN0022046 TRAVEL EXPENSES \$355.00

**\$355.00** Subtotal for Dept. Police  
**\$355.00** Subtotal for Vendor

## DAVID HOUGH

RIN0022086 TRAVEL EXPENSES \$34.65

**\$34.65** Subtotal for Dept. Planning  
**\$34.65** Subtotal for Vendor

## DAVIDSON MECHANICAL, INC.

56132 ZOELER FLOATS/UPS \$349.18

**\$349.18** Subtotal for Dept. Buildings And Grounds  
**\$349.18** Subtotal for Vendor

## DELL MARKETING LP

XJ5NTJ1K3 OFFICE PRO PLUS 2013 SOFTW \$657.84  
XJ5NTJ1K3 OFFICE PRO PLUS 2013 SOFTW \$657.84  
XJ5NTJ1K3 OFFICE PRO PLUS 2013 SOFTW \$328.92

**\$1,644.60** Subtotal for Dept. Casper Events Center

XJ5NTJ2T9 MICROSOFT OFFICE \$328.92

**\$328.92** Subtotal for Dept. Human Resources

XJ5NTJ2F9 SOFTWARE OFFICE PRO PLUS \$31.28

XJ5NTJ2F9 SOFTWARE OFFICE PRO PLUS \$297.64

**\$328.92** Subtotal for Dept. Metropolitan Planning  
**\$2,302.44** Subtotal for Vendor

## DELTA DENTAL PLAN OF WY.

RIN0022058 PREMIUMS \$1,393.85

RIN0022025 CLAIMS \$33,926.79

**\$35,320.64** Subtotal for Dept. Health Insurance  
**\$35,320.64** Subtotal for Vendor

## DELUXE HARLEY-DAVIDSON

274127 MOTOR UNIFORMS \$415.50

**\$415.50** Subtotal for Dept. Police  
**\$415.50** Subtotal for Vendor

## DENVER INDUSTRIAL PUMPS INC.

67146 REBUILD H20 RECIRC PUMP \$1,880.39

**\$1,880.39** Subtotal for Dept. Waste Water

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$1,880.39** Subtotal for Vendor

## DEPT. OF FAMILY SVCS. - REGISTRY OF ABUSE MAY2013 CENTRAL REGISTRY

\$110.00

**\$110.00** Subtotal for Dept. Fort Caspar

**\$110.00** Subtotal for Vendor

## DESERT MTN. CORP.

13-28835 ICE SLICER

\$4,334.95

13-28836 ICE SLICER

\$4,235.91

13-28838 ICE SLICER

\$4,572.63

13-28839 ICE SLICER

\$4,412.76

13-29072 ICE SLICER

\$4,388.72

**\$21,944.97** Subtotal for Dept. Streets

**\$21,944.97** Subtotal for Vendor

## DEVAULT PLUMBING INC.

4288 EMER RPR 3111 COTTON CRK PLC

\$775.00

**\$775.00** Subtotal for Dept. Owner Occupied Gen Rehab

**\$775.00** Subtotal for Vendor

## DIANA RUIZ

RIN0022039 INTERPRETER

\$25.00

RIN0022041 INTERPRETER

\$25.00

RIN0022040 INTERPRETER

\$25.00

RIN0022038 INTERPRETER

\$25.00

RIN0022037 INTERPRETER

\$25.00

RIN0022036 INTERPRETER

\$25.00

**\$150.00** Subtotal for Dept. Municipal Court

**\$150.00** Subtotal for Vendor

## DIRECTV, INC.

20754951825 COMMAND BUS ACCESS SERVICE

\$53.47

**\$53.47** Subtotal for Dept. Communications Center

**\$53.47** Subtotal for Vendor

## DISCOUNT CROWD CONTROL

13-127 COMPOST YARD IMPROVEMENT

\$8,685.00

**\$8,685.00** Subtotal for Dept. Balefill

**\$8,685.00** Subtotal for Vendor

## DPC INDUSTRIES, INC.

727000153-13 SODIUM HYPO

\$5,398.68

**\$5,398.68** Subtotal for Dept. Water Treatment Plant

**\$5,398.68** Subtotal for Vendor

## DRIVE TRAIN INDUSTRIES, INC.

05 311205 FILTER, FUEL

\$14.58

05 311311 FILTER, AIR

\$8.36

05 311311 FILTER,FUEL

\$2.82

05 311311 FILTER, OIL

\$3.11

05 311205 FILTER,TRANS

\$22.57

05 311205 FILTER, OIL

\$13.42

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

05 311045 FILTER, AIR

\$17.42

**\$82.28** Subtotal for Dept. Garage

**\$82.28** Subtotal for Vendor

## ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2014-1 FY2014 ADMIN & INCENTIVE FUNDS

\$100,000.00

**\$100,000.00** Subtotal for Dept. One Cent #14

**\$100,000.00** Subtotal for Vendor

## ELERT & ASSOCIATES, INC.

1531 PROFESSIONAL CONSULTING FOR

\$4,541.64

**\$4,541.64** Subtotal for Dept. Communications Center

**\$4,541.64** Subtotal for Vendor

## ELIZABETH BECHER

RIN002149 QUARTERLY ROTARY DUES

\$197.00

**\$197.00** Subtotal for Dept. Planning

**\$197.00** Subtotal for Vendor

## ENERGY LABORATORIES, INC.

330630429 LEACHATE RISERS/SAMPLING

\$1,036.00

330630449 SAMPLING/OLD LANDFILL

\$1,735.00

**\$2,771.00** Subtotal for Dept. Balefill

330630486 LAB TESTING

\$90.00

330630566 LAB TESTING

\$15.00

330630587 LAB TESTING

\$850.00

330630569 LAB TESTING

\$15.00

**\$970.00** Subtotal for Dept. Water

330530666 MONTHLY TESTING

\$250.00

**\$250.00** Subtotal for Dept. Water Treatment Plant

**\$3,991.00** Subtotal for Vendor

## ENTENMANN-ROVIN CO.

0090556-IN MANAGER BADGES

\$85.25

**\$85.25** Subtotal for Dept. Communications Center

0090556-IN MANAGER BADGES

\$85.25

**\$85.25** Subtotal for Dept. Metro Animal

**\$170.50** Subtotal for Vendor

## ESCO CORP. - CASPER

1115727 DRILL BITS

\$55.73

**\$55.73** Subtotal for Dept. Waste Water

**\$55.73** Subtotal for Vendor

## EXPERIAN INFORMATION SOLUTIONS INC.

CD1402070308 PRE HIRE BACKGROUNDS

\$11.21

**\$11.21** Subtotal for Dept. Metro Animal

CD1402070308 PRE HIRE BACKGROUNDS

\$50.41

**\$50.41** Subtotal for Dept. Police

**\$61.62** Subtotal for Vendor

## EXPRESS PRINTING

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

|  |                   |  |
|--|-------------------|--|
| 13-1601 PRINTING & REPRODUCTION        | \$244.00          |  |
| 13-1618 CEASE AND DESIST STICKERS      | \$268.02          |  |
| 13-1602 PRINTING & REPRODUCTION        | \$181.00          |  |
| 13-1603 OFFICE SUPPLIES                | \$297.00          |  |
|  | <b>\$990.02</b>   | <b>Subtotal for Dept. Code Enforcement</b>     |
| 13-1600 OFFICE SUPPLIES                | \$132.00          |  |
|  | <b>\$132.00</b>   | <b>Subtotal for Dept. Information Services</b> |
| 13-1606 BUSINESS CARDS                 | \$133.53          |  |
|  | <b>\$133.53</b>   | <b>Subtotal for Dept. Metro Animal</b>         |
| 13-1578 EVIDENCE FORMS/FOLDER STICKERS | \$1,566.95        |  |
| 13-1604 PAGE 1 FOLDER STICKERS         | \$612.00          |  |
| 13-1605 ENVELOPES BLUE INK             | \$297.00          |  |
|  | <b>\$2,475.95</b> | <b>Subtotal for Dept. Police</b>               |
|  | <b>\$3,731.50</b> | <b>Subtotal for Vendor</b>                     |

## FANKHAUSER, VINCE/BRITTANY

|                                  |                |                                 |
|----------------------------------|----------------|---------------------------------|
| 0020212062 DEPOSIT/CREDIT REFUND | \$13.04        |                                 |
|                                  | <b>\$13.04</b> | <b>Subtotal for Dept. Water</b> |
|                                  | <b>\$13.04</b> | <b>Subtotal for Vendor</b>      |

## FIRST DATA MERCHANT SVCS CORP.

|                             |                   |  |
|-----------------------------|-------------------|--|
| REMI860614 CREDIT CARD FEES | \$1,022.02        |  |
| REMI860622 CREDIT CARD FEES | \$1,195.48        |  |
|                             | <b>\$2,217.50</b> | <b>Subtotal for Dept. Casper Events Center</b> |
| REMI860615 CREDIT CARD FEES | \$120.82          |  |
| REMI852466 CREDIT CARD FEES | \$44.34           |  |
|                             | <b>\$165.16</b>   | <b>Subtotal for Dept. Fort Caspar</b>          |
| REMI860616 CREDIT CARD FEES | \$1,258.78        |  |
|                             | <b>\$1,258.78</b> | <b>Subtotal for Dept. Golf Course</b>          |
| REMI852468 CREDIT CARD FEES | \$28.46           |  |
| REMI860617 CREDIT CARD FEES | \$2.90            |  |
|                             | <b>\$31.36</b>    | <b>Subtotal for Dept. Hogadon</b>              |
| REMI852469 CREDIT CARD FEES | \$29.08           |  |
| REMI860618 CREDIT CARD FEES | \$29.84           |  |
|                             | <b>\$58.92</b>    | <b>Subtotal for Dept. Metro Animal</b>         |
| REMI860619 CREDIT CARD FEES | \$419.39          |  |
| REMI852470 CREDIT CARD FEES | \$1,120.51        |  |
|                             | <b>\$1,539.90</b> | <b>Subtotal for Dept. Municipal Court</b>      |
| REMI860623 CREDIT CARD FEES | \$37.85           |  |
| REMI852474 CREDIT CARD FEES | \$65.33           |  |
|                             | <b>\$103.18</b>   | <b>Subtotal for Dept. Police Grants</b>        |
|                             | <b>\$5,374.80</b> | <b>Subtotal for Vendor</b>                     |

## FIRST INTERSTATE BANK - CREDIT CARD DIVISION

|                              |                 |   |
|------------------------------|-----------------|---|
| RIN0021456 TRAINING          | (\$50.12)       |   |
| RIN0022028 TRAVEL & TRAINING | \$510.29        |   |
|                              | <b>\$460.17</b> | <b>Subtotal for Dept. City Attorney</b> |
|                              | <b>\$460.17</b> | <b>Subtotal for Vendor</b>              |

## FIRST INTERSTATE BANK - PETTY CASH

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

|            |            |                 |  |
|------------|------------|-----------------|--|
| RIN0021926 | PETTY CASH | \$29.99         |  |
| RIN0021926 | PETTY CASH | \$23.50         |  |
| RIN0021926 | PETTY CASH | \$20.34         |  |
|            |            | <b>\$73.83</b>  | <b>Subtotal for Dept. Casper Events Center</b>               |
| RIN0021926 | PETTY CASH | \$3.78          |  |
|            |            | <b>\$3.78</b>   | <b>Subtotal for Dept. Golf Course</b>                        |
| RIN0021927 | PETTY CASH | \$9.27          |  |
| RIN0021927 | PETTY CASH | \$14.21         |  |
| RIN0021927 | PETTY CASH | \$18.78         |  |
| RIN0021927 | PETTY CASH | \$66.00         |  |
|            |            | <b>\$108.26</b> | <b>Subtotal for Dept. Fort Caspar</b>                        |
| RIN0022045 | PETTY CASH | \$72.25         |  |
| RIN0022045 | PETTY CASH | \$4.22          |  |
|            |            | <b>\$76.47</b>  | <b>Subtotal for Dept. Fire</b>                               |
| RIN0022045 | PETTY CASH | \$10.17         |  |
| RIN0022045 | PETTY CASH | \$47.16         |  |
| RIN0022045 | PETTY CASH | \$34.55         |  |
|            |            | <b>\$91.88</b>  | <b>Subtotal for Dept. Human Resources</b>                    |
| RIN0022045 | PETTY CASH | \$100.00        |  |
|            |            | <b>\$100.00</b> | <b>Subtotal for Dept. Property &amp; Liability Insurance</b> |
| RIN0022030 | PETTY CASH | \$76.13         |  |
|            |            | <b>\$76.13</b>  | <b>Subtotal for Dept. Recreation</b>                         |
| RIN0022074 | PETTY CASH | \$20.87         |  |
|            |            | <b>\$20.87</b>  | <b>Subtotal for Dept. Code Enforcement</b>                   |
| RIN0022074 | PETTY CASH | \$14.75         |  |
|            |            | <b>\$14.75</b>  | <b>Subtotal for Dept. Council</b>                            |
| RIN0022074 | PETTY CASH | \$5.07          |  |
| RIN0022074 | PETTY CASH | \$0.53          |  |
|            |            | <b>\$5.60</b>   | <b>Subtotal for Dept. Metropolitan Planning</b>              |
| RIN0022074 | PETTY CASH | \$21.97         |  |
| RIN0022074 | PETTY CASH | \$166.00        |  |
|            |            | <b>\$187.97</b> | <b>Subtotal for Dept. Planning</b>                           |
| RIN0022082 | PETTY CASH | \$110.19        |  |
|            |            | <b>\$110.19</b> | <b>Subtotal for Dept. Metro Animal</b>                       |
| RIN0022083 | PETTY CASH | \$36.40         |  |
| RIN0022083 | PETTY CASH | \$8.99          |  |
| RIN0022083 | PETTY CASH | \$25.00         |  |
|            |            | <b>\$70.39</b>  | <b>Subtotal for Dept. Police</b>                             |
|            |            | <b>\$940.12</b> | <b>Subtotal for Vendor</b>                                   |

## FISCHER BODY SHOP CORP.

21126 REPAIR TO '12 GMC TRUCK

|  |  |                   |  |
|--|--|-------------------|--|
|  |  | \$1,908.85        |  |
|  |  | <b>\$1,908.85</b> | <b>Subtotal for Dept. Property &amp; Liability Insurance</b> |
|  |  | <b>\$1,908.85</b> | <b>Subtotal for Vendor</b>                                   |

## FOREMAN'S QUALITY MACHINE & REPAIRS, INC.

34186 PUMP SHAFT REPAIR

|  |  |                 |                                       |
|--|--|-----------------|---------------------------------------|
|  |  | \$121.67        |                                       |
|  |  | <b>\$121.67</b> | <b>Subtotal for Dept. Waste Water</b> |

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$121.67** Subtotal for Vendor

**FORT CASPAR MUSEUM ASSOCIATION**  
RIN0021908 SUMMER LECTURE SERIES GRANT

\$1,000.00  
**\$1,000.00** Subtotal for Dept. Fort Caspar  
**\$1,000.00** Subtotal for Vendor

**GALLS, INC.**

000747629 UNIFORMS  
000724542 UNIFORMS

\$572.00  
\$243.71  
**\$815.71** Subtotal for Dept. Metro Animal

000711465 UNIFORMS  
000739893 UNIFORMS  
000712681 UNIFORMS  
000754810 UNIFORMS  
000703979 UNIFORMS  
000693129 UNIFORMS  
000695964 UNIFORMS  
000702265 UNIFORMS  
000702794 UNIFORMS

\$465.74  
\$40.35  
\$57.86  
\$62.08  
\$57.74  
\$300.87  
\$22.35  
\$183.47  
\$43.45  
**\$1,233.91** Subtotal for Dept. Police  
**\$2,049.62** Subtotal for Vendor

**GAMETIME**

821373 ZIP SLIDE

\$1,869.45  
**\$1,869.45** Subtotal for Dept. Property & Liability Insurance  
**\$1,869.45** Subtotal for Vendor

**GARRY ROGGOW**

RIN0022016 REFUND OF DEPOSIT AFTER FEES

\$30.50  
**\$30.50** Subtotal for Dept. Recreation  
**\$30.50** Subtotal for Vendor

**GARY MARSH, INC.**

342 JUNE 2013 GREEN & CART FEES

\$29,535.08  
**\$29,535.08** Subtotal for Dept. Golf Course  
**\$29,535.08** Subtotal for Vendor

**GAYLORD BROS., INC.**

2175515 OPERATING SUPPLIES

\$358.08  
**\$358.08** Subtotal for Dept. Fort Caspar  
**\$358.08** Subtotal for Vendor

**GBS BENEFITS, INC.**

25244 CONSULTING FEES-JULY

\$1,000.00  
**\$1,000.00** Subtotal for Dept. Health Insurance  
**\$1,000.00** Subtotal for Vendor

**GLOBALSTAR USA, LLC.**

1000000004814268 COMMAND BUS SERVICE

\$90.94  
**\$90.94** Subtotal for Dept. Communications Center

1000000004815166 5/16-6/16/2013 RRT2

\$116.18  
**\$116.18** Subtotal for Dept. Fire

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$207.12** Subtotal for Vendor

## GRAINGER

9172631427 EXTENDING POLE

\$61.70

**\$61.70** Subtotal for Dept. Water Treatment Plant

**\$61.70** Subtotal for Vendor

## GRAINGER, INC.

9170777982 TRASH GRABBERS X 10

\$124.10

9170553508 SAFETY GEAR

\$48.02

**\$172.12** Subtotal for Dept. Balefill

9180638125 KEY RING

\$12.30

**\$12.30** Subtotal for Dept. Garage

9157403313 BINDER

\$18.85

**\$18.85** Subtotal for Dept. Hogadon

9170777982 TRASH GRABBERS X 110

\$1,365.10

**\$1,365.10** Subtotal for Dept. Refuse Collection

9173192718 SOCKET, EXT. BAR

\$14.76

9170412242 BATTERY PACK UOINT, CABLE TIE

\$140.68

**\$155.44** Subtotal for Dept. Water

**\$1,723.81** Subtotal for Vendor

## GREENLINE EQUIP. LLC.

P13435 SPACER & PIN

\$9.90

P13329 AUGER BIT, TEETH, HDWR

\$99.89

P12933 V-BELTS

\$46.58

**\$156.37** Subtotal for Dept. Garage

**\$156.37** Subtotal for Vendor

## GREEN'S SEWER & DRAIN SVC.

13231 MAIN 3" 130" WIPES

\$118.00

**\$118.00** Subtotal for Dept. Buildings And Grounds

**\$118.00** Subtotal for Vendor

## GREINER MOTOR CO - DOUGLAS

CHCS35975 AXLE SHAFT NUT LOOSE/ TIGHTENE

\$126.62

CM44763B CREDIT, A/C LEVER

(\$25.27)

CM44825N CREDIT, CORE CHRG

(\$40.00)

**\$61.35** Subtotal for Dept. Garage

**\$61.35** Subtotal for Vendor

## GSG ARCHITECTURE

17376 AMENDEMENT #1 - YOUTH CRISIS C

\$1,075.00

**\$1,075.00** Subtotal for Dept. Capital Projects

17372 FIRE STATION 2 REPLACEMENT DES

\$6,330.00

**\$6,330.00** Subtotal for Dept. Fire

**\$7,405.00** Subtotal for Vendor

## GUNNERS METERS & PARTS, INC.

68443 METER 1 1/2 IN T-10 R/B

\$675.00

68545 5/8X3/4"SEN D/R REGISTER

\$24.00

68545 CHAMBER, MEASURING SENSUS 5/8

\$100.00

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

|                                 |                   |                          |
|---------------------------------|-------------------|--------------------------|
| 68545 SHIPPING                  | \$14.00           |                          |
| 68443 METER T-10 2 IN R/B       | \$855.00          |                          |
| 68545 REGISTER DIR SENSUS W-125 | \$290.00          |                          |
| 68443 FREIGHT                   | \$127.00          |                          |
|                                 | <b>\$2,085.00</b> | Subtotal for Dept. Water |
|                                 | <b>\$2,085.00</b> | Subtotal for Vendor      |

## HARBOR FREIGHT TOOLS

|                             |                |                          |
|-----------------------------|----------------|--------------------------|
| 017223 REPL CROW BAR 660231 | \$11.99        |                          |
|                             | <b>\$11.99</b> | Subtotal for Dept. Sewer |
|                             | <b>\$11.99</b> | Subtotal for Vendor      |

## HARRIS COMPUTER SYSTEMS INC.

|                                    |                   |                                     |
|------------------------------------|-------------------|-------------------------------------|
| CT014144 CAS1301001 TIME FORCE LIC | \$2,000.00        |                                     |
|                                    | <b>\$2,000.00</b> | Subtotal for Dept. Capital Projects |
|                                    | <b>\$2,000.00</b> | Subtotal for Vendor                 |

## HAYER, CLINT

|                                  |                |                          |
|----------------------------------|----------------|--------------------------|
| 0020252580 DEPOSIT/CREDIT REFUND | \$40.43        |                          |
|                                  | <b>\$40.43</b> | Subtotal for Dept. Water |
|                                  | <b>\$40.43</b> | Subtotal for Vendor      |

## HEDQUIST CONSTRUCTION

|                                      |                    |                                     |
|--------------------------------------|--------------------|-------------------------------------|
| Est. #1 RET ART/COLL 13-08W 50985969 | \$33,431.76        |                                     |
|                                      | <b>\$33,431.76</b> | Subtotal for Dept. Capital Projects |
|                                      | <b>\$33,431.76</b> | Subtotal for Vendor                 |

## HEDQUIST CONSTRUCTION, INC.

|   |                      |                                     |
|---|----------------------|-------------------------------------|
| RIN0022075 RETAINAGE                      | (\$33,431.76)        |                                     |
|   | <b>(\$33,431.76)</b> | Subtotal for Dept. Capital Projects |
| RIN0022077 FAIRGROUNDS ROADWAY & STORM SE | \$235,666.32         |                                     |
| RIN0022075 2013 ARTERIAL COLLECTOR        | \$113,661.63         |                                     |
| RIN0022075 2013 ARTERIAL COLLECTOR        | \$220,655.95         |                                     |
| RIN0022077 FAIRGROUNDS RD ROADWAY & STORM | \$110,363.00         |                                     |
|   | <b>\$680,346.90</b>  | Subtotal for Dept. Streets          |
| RIN0022078 FAIRGROUNDS RD WATER MAIN REPA | \$42,665.46          |                                     |
|   | <b>\$42,665.46</b>   | Subtotal for Dept. Water            |
|   | <b>\$689,580.60</b>  | Subtotal for Vendor                 |

## HENSLEY BATTERY

|                                 |                 |  |
|---------------------------------|-----------------|--|
| 505208 BATTERY 426G             | \$56.54         |  |
|                                 | <b>\$56.54</b>  | Subtotal for Dept. Garage                |
| 174312 POWER SONIC BATTERIES    | \$61.08         |  |
|                                 | <b>\$61.08</b>  | Subtotal for Dept. Police                |
| 504216 AMOCO MS UPS BATTERIES   | \$196.80        |  |
|                                 | <b>\$196.80</b> | Subtotal for Dept. Waste Water           |
| 503997 BATTERIES FOR NORTH CHEM | \$48.78         |  |
|                                 | <b>\$48.78</b>  | Subtotal for Dept. Water Treatment Plant |
|                                 | <b>\$363.20</b> | Subtotal for Vendor                      |

## HEWLETT PACKARD

|                                       |          |  |
|---------------------------------------|----------|--|
| 53015382 HP OJ 7110 WF EPRINTER US-EN | \$181.50 |  |
|---------------------------------------|----------|--|

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

## HEWLETT PACKARD COMPANY 52874030 COMPUTER REPLACEMENT

**\$181.50** Subtotal for Dept. Golf Course  
**\$181.50** Subtotal for Vendor

## HILLCREST SPRING WATER, INC. 1113041 WATER 1106541 WATER

\$749.34  
**\$749.34** Subtotal for Dept. Refuse Collection  
**\$749.34** Subtotal for Vendor

## HOMAX OIL SALES, INC. 0197730-IN BULK FUEL

\$29,898.07  
**\$29,898.07** Subtotal for Dept. Balefill

0197324-IN GASOLINE

\$1,144.25  
**\$1,144.25** Subtotal for Dept. Golf Course  
**\$31,042.32** Subtotal for Vendor

## HOSE & RUBBER SUPPLY, INC. B15121-001 COLORIZER PARTS

\$388.89  
**\$388.89** Subtotal for Dept. Balefill

B16139-001 STEM

\$34.84  
**\$34.84** Subtotal for Dept. Garage

B14458-001 VACTOR JET HOSE PROTECTORS

\$97.33  
**\$97.33** Subtotal for Dept. Sewer

B15721-001 HOSE ASSEMBLY

\$104.29  
**\$104.29** Subtotal for Dept. Water  
**\$625.35** Subtotal for Vendor

## I/O SOLUTIONS, INC. C29524A PRE HIRE TESTING

\$227.00  
**\$227.00** Subtotal for Dept. Communications Center  
**\$227.00** Subtotal for Vendor

## ICMA MEMBERSHIP RENEWALS 406898-FY14 MEMBERSHIP RENEWAL

\$200.00  
**\$200.00** Subtotal for Dept. Water  
**\$200.00** Subtotal for Vendor

## INDUSTRIAL CONTAINER SVCS. 55753677 HAZ DISPOSAL DRUMS

\$3,730.02  
**\$3,730.02** Subtotal for Dept. Balefill  
**\$3,730.02** Subtotal for Vendor

## INFORMATION SYSTEMS CONSULTING, INC. SIN002419 VOICEMAIL FOR INSPECTOR

\$59.48  
**\$59.48** Subtotal for Dept. Fire

SIN001759 PD WIRING PROJECT

\$2,485.00  
**\$2,485.00** Subtotal for Dept. Police Dept

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$2,544.48** Subtotal for Vendor

## IN-KIND SVCS.

2463/101005 SUICIDE PREVENTION COALITION  
2463/102168 NIC FEST TRASH REMOVAL

\$41.50  
\$908.75  
**\$950.25** Subtotal for Dept. Council  
**\$950.25** Subtotal for Vendor

## INSTALLATION & SVC. CO, INC.

24203 VAC TRUCK-GREASE TRAP

\$581.00  
**\$581.00** Subtotal for Dept. Casper Events Center  
**\$581.00** Subtotal for Vendor

## IREACH2 LIFESTYLES

RIN0022073 XTRA YRD CLNUP 3583 MDWLARK

\$223.32  
**\$223.32** Subtotal for Dept. Owner Occupied Gen Rehab  
**\$223.32** Subtotal for Vendor

## JEREMY TILLER

71904704 CLOTHING ALLOWANCE  
71904704 CLOTHING ALLOWANCE

\$97.97  
\$285.38  
**\$383.35** Subtotal for Dept. Police  
**\$383.35** Subtotal for Vendor

## JEREMY TREMEL

RIN0022048 TRAVEL EXPENSES

\$56.00  
**\$56.00** Subtotal for Dept. Police  
**\$56.00** Subtotal for Vendor

## JIM BARTON

RIN0022084 TRAVEL EXPENSES

\$1,114.84  
**\$1,114.84** Subtotal for Dept. Special Assistance  
**\$1,114.84** Subtotal for Vendor

## JODY KASSIAN

RIN0022050 GARNISHMENT RELEASE

\$161.43  
**\$161.43** Subtotal for Dept. General Fund  
**\$161.43** Subtotal for Vendor

## JOLENE MARTINEZ

RIN0022044 TRAVEL & TRAINING EXPENSES

\$249.92  
**\$249.92** Subtotal for Dept. Refuse Collection  
**\$249.92** Subtotal for Vendor

## JTL GROUP DBA KNIFE RIVER

86935 CONCRETE/GATES

\$194.00  
**\$194.00** Subtotal for Dept. Balefill

3 RETAINAGE

(\$6,766.77)  
**(\$6,766.77)** Subtotal for Dept. Capital Projects

3 MORAD PARK PATHWAY EXTENSION

\$149,656.32

3 MORAD PARK PATHWAY EXTENSION

\$37,414.08

3 MORAD PARK PATHWAY

\$657.74

3 MORAD PARK PATHWAY

\$2,630.96

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

87350 CONCRETE  
87467 CONCRETE

**\$190,359.10** Subtotal for Dept. Parks  
\$148.00  
\$102.00  
**\$250.00** Subtotal for Dept. Water  
**\$184,036.33** Subtotal for Vendor

## KEESBERY, KATIE

0020252581 DEPOSIT/CREDIT REFUND

\$19.81  
**\$19.81** Subtotal for Dept. Water  
**\$19.81** Subtotal for Vendor

## KISTLER TENT & AWNING

26662a COOLER FOR CEREMONY

\$230.00  
**\$230.00** Subtotal for Dept. Fire  
**\$230.00** Subtotal for Vendor

## KMART

45751 ANALOG PHONES STATION 3 CENTER

\$21.98  
**\$21.98** Subtotal for Dept. Communications Center  
**\$21.98** Subtotal for Vendor

## KNAPP SUPPLY & EQUIPMENT CO.

327692-000 COFFEE MAKER STATION #2

\$387.00  
**\$387.00** Subtotal for Dept. Fire  
**\$387.00** Subtotal for Vendor

## KONE, INC.

150860495 INSTALLING SAFESCREEN COL

\$2,498.00  
**\$2,498.00** Subtotal for Dept. Buildings And Grounds

221205292 MAINTENANCE

\$592.54  
**\$592.54** Subtotal for Dept. Casper Events Center  
**\$3,090.54** Subtotal for Vendor

## LABOR READY CENTRAL, INC.

17205998 LABOR  
17205995 LABOR  
17205996 LABOR  
17205997 LABOR

\$297.27  
\$5,585.03  
\$910.88  
\$461.73  
**\$7,254.91** Subtotal for Dept. Casper Events Center  
**\$7,254.91** Subtotal for Vendor

## LARIAT INTL. TRUCKS, INC.

1231830010 BELT 1879845C1  
1231830010 MOTOR,MODE CONTROL

\$116.30  
\$43.79  
**\$160.09** Subtotal for Dept. Garage  
**\$160.09** Subtotal for Vendor

## LENHART MASON & ASSOC., LLC.

37908 PROFESSIONAL SERVICES CONTRACT

\$2,295.00  
**\$2,295.00** Subtotal for Dept. Finance  
**\$2,295.00** Subtotal for Vendor

## LEXISNEXIS MATTHEW BENDER & CO., INC.

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

47033134 WY STATS EDITION

\$464.39

**\$464.39** Subtotal for Dept. Municipal Court

**\$464.39** Subtotal for Vendor

## LIEN, JAYME

0020252574 DEPOSIT/CREDIT REFUND

\$12.28

**\$12.28** Subtotal for Dept. Water

**\$12.28** Subtotal for Vendor

## LONG BUILDING TECHNOLOGIES

SCPAY0027440 MAINTENANCE CONTRACT

\$3,747.58

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

**\$3,747.58** Subtotal for Vendor

## LOU ANN PARKS

61913 DEPOSIT REFUND

\$150.00

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

**\$150.00** Subtotal for Vendor

## LOWER & CO.

13-502 ESTIMATE AT 250 E K FOUNDATION

\$400.00

**\$400.00** Subtotal for Dept. Planning

**\$400.00** Subtotal for Vendor

## MANPOWER, INC.

25725409 FOOD SERVERS

25782071 FOOD SERVERS

\$1,457.46

\$123.84

**\$1,581.30** Subtotal for Dept. Casper Events Center

**\$1,581.30** Subtotal for Vendor

## MASTERCARD

RIN0022072 ELECTRICAL INSPECTOR EXAM

\$160.00

**\$160.00** Subtotal for Dept. Code Enforcement

RIN0022072 HOTEL CHEYENNE

\$72.28

**\$72.28** Subtotal for Dept. Planning

RIN0021919 WILDCATTER'S BANQUET

\$173.00

**\$173.00** Subtotal for Dept. Property & Liability Insurance

RIN0021919 TRAFFIC JOB AD

\$100.00

**\$100.00** Subtotal for Dept. Traffic

RIN0021909 AWWA CONFERENCE EXPENSES

\$547.03

**\$547.03** Subtotal for Dept. Water

**\$1,052.31** Subtotal for Vendor

## MCMURRY READY MIX CO.

213287 CONCRETE

\$98.00

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

**\$98.00** Subtotal for Vendor

## MECALE ROTH

RIN0022011 REFUND

\$435.81

**\$435.81** Subtotal for Dept. Recreation

**\$435.81** Subtotal for Vendor

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

## MECHANICAL SYS. INC.

RIN0022029 RETAIN RELEASE CEC COOLING TOW

\$7,641.25  
**\$7,641.25** Subtotal for Dept. Capital Projects  
**\$7,641.25** Subtotal for Vendor

## MERBACK AWARD CO.

52013 AWARDS

\$146.44  
**\$146.44** Subtotal for Dept. Council

52011 NAMETAGS

\$32.20  
**\$32.20** Subtotal for Dept. Police  
**\$178.64** Subtotal for Vendor

## MICHAEL AMICK

316600710986 CLOTHING ALLOWANCE

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

## MICHAEL'S FENCE INC.

0141896 LABOR/SUPPLY SECURITY GATE

\$2,020.00  
**\$2,020.00** Subtotal for Dept. Waste Water  
**\$2,020.00** Subtotal for Vendor

## MICROBIAL INSIGHTS

13-11544 OLD LANDFILL/WATER SAMPLING

\$1,375.00  
**\$1,375.00** Subtotal for Dept. Balefill  
**\$1,375.00** Subtotal for Vendor

## MICROSOFT CORPORATION

C10003VLT1 OFFICE 365 HOSTED EMAIL

C10003MK02 OFFICE 365 HOSTED EMAIL

\$2,487.12  
\$746.00  
**\$3,233.12** Subtotal for Dept. City Manager  
**\$3,233.12** Subtotal for Vendor

## MIDLAND IMPLEMENT, INC.

723003001 BLADE COMBOS

721448001 TREAD FLOOR

\$155.56  
\$36.44  
**\$192.00** Subtotal for Dept. Garage

720911001 TORO ADJ P/V, TORO VIH ASSY

\$703.87  
**\$703.87** Subtotal for Dept. Golf Course  
**\$895.87** Subtotal for Vendor

## MORGAN, AMANDA

0020212061 DEPOSIT/CREDIT REFUND

\$40.73  
**\$40.73** Subtotal for Dept. Water  
**\$40.73** Subtotal for Vendor

## MOTOROLA SOLUTIONS

78234488 MONTHLY MAINT AGREE

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

## MY EDUCATIONAL RESOURCES, INC.

RIN0021920 CPR CERTIFICATIONS

\$48.00

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$48.00** Subtotal for Dept. Property & Liability Insurance  
**\$48.00** Subtotal for Vendor

## NACE INTL.

INV-646149 MEMBERSHIP DUES

\$130.00  
**\$130.00** Subtotal for Dept. Water  
**\$130.00** Subtotal for Vendor

## NAPA AUTO PARTS CORP.

569076 SCREWS/D RINGS

\$75.92  
**\$75.92** Subtotal for Dept. Fire

580090 FUEL PUMP ASY, DODGE CHARGER

\$134.00

579598 BELT

\$66.05

579032 O-RING UNIT A/C

\$3.00

577830 SEALED BEAM LAMP

\$17.94

580088 RUGLYDE RUBBER TIRE SEALANT

\$13.79

573501 CREDIT, LUGS

(\$43.50)

580088 SPARK PLUG, DBL PLATINUM

\$31.92

**\$223.20** Subtotal for Dept. Garage

568359 FLUORESCENT PAINT

\$5.69

572780 WASHER FLUID FOR FLEET

\$23.88

568382 FLUORESCENT PAINT

\$5.99

**\$35.56** Subtotal for Dept. Police

**\$334.68** Subtotal for Vendor

## NATIONAL BENEFIT SERVICES

415158 DEBIT CARD FEES

\$18.00  
**\$18.00** Subtotal for Dept. Health Insurance  
**\$18.00** Subtotal for Vendor

## NATL. DEVELOPMENT COUNCIL

4051 TECHNICAL ASSISTANCE

\$833.33  
**\$833.33** Subtotal for Dept. Council  
**\$833.33** Subtotal for Vendor

## NATRONA COUNTY - HALL OF JUSTICE EXPENSES

MAY 2013 JOINT BLDG RENT

\$1,086.39

MARCH 2013 JOINT BLDG RENT

\$679.85

JUNE 2013 JOINT BLDG RENT

\$1,019.29

FEBRUARY 2013 BUILDING RENT

\$1,149.72

APRIL 2013 JOINT BLDG RENT

\$755.82

**\$4,691.07** Subtotal for Dept. Communications Center

JUNE 2013 JOINT BLDG RENT

\$2,083.77

MAY 2013 JOINT BLDG RENT

\$2,201.18

APRIL 2013 JOINT BLDG RENT

\$1,622.67

FEBRUARY 2013 BUILDING RENT

\$2,311.99

MARCH 2013 JOINT BLDG RENT

\$1,489.75

**\$9,709.36** Subtotal for Dept. Municipal Court

APRIL 2013 JOINT BLDG RENT

\$7,369.20

MARCH 2013 JOINT BLDG RENT

\$6,628.58

FEBRUARY 2013 BUILDING RENT

\$11,209.68

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

MAY 2013 JOINT BLDG RENT  
JUNE 2013 JOINT BLDG RENT

\$10,592.28  
\$9,938.12  
**\$45,737.86** Subtotal for Dept. Police  
**\$60,138.29** Subtotal for Vendor

## NATRONA COUNTY - SHERIFFS' OFFICE

205 JUVENILE PRISONER CARE APRIL  
233 JUVENILE PRISONER CARE MAY 13

\$7,500.00  
\$7,500.00  
**\$15,000.00** Subtotal for Dept. Police  
**\$15,000.00** Subtotal for Vendor

## NATRONA COUNTY CLERK

954443 RECORDING

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

## NEVE'S UNIFORMS, INC.

LN-281012 FTO AND CET PINS FOR MAC

NE23323 UNIFORMS  
LN-280786 UNIFORMS  
LN-280922 UNIFORMS  
NE23371 UNIFORMS  
22609 CREDIT MEMO  
NE23144 UNIFORMS  
NE21714 UNIFORMS  
NE23370 UNIFORMS

\$208.50  
**\$208.50** Subtotal for Dept. Metro Animal  
\$229.95  
\$108.90  
\$199.95  
\$164.85  
(\$153.95)  
\$239.80  
\$125.95  
\$61.95  
**\$977.40** Subtotal for Dept. Police  
**\$1,185.90** Subtotal for Vendor

## NICOLAYSEN MUSEUM

6282930 DEPOSIT REFUND

\$600.00  
**\$600.00** Subtotal for Dept. Recreation  
**\$600.00** Subtotal for Vendor

## NOLAND FEED INC.

554218 CANINE FOOD  
555282 CANINE FOOD

\$18.85  
\$86.40  
**\$105.25** Subtotal for Dept. Police  
**\$105.25** Subtotal for Vendor

## NORCO, INC.

11724988 HELMET SHIELD INSPECTOR

11622370 CLEANING SUPPLIES  
11137966 CLEANING PRODUCTS  
11066604 CLEANING PRODUCT  
11060944 CLEANING SUPPLIES

\$41.96  
**\$41.96** Subtotal for Dept. Fire  
\$84.81  
\$145.40  
\$11.16  
\$190.98  
**\$432.35** Subtotal for Dept. Metro Animal

11691242 WATERLESS WIPES FOR FINGERPRIN

\$55.92  
**\$55.92** Subtotal for Dept. Police

11359465 PVC BOOT,GLOVES,SAFETY GLASSES

\$280.01

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

|  |                   |                                |
|--|-------------------|--------------------------------|
| 11657341 PAPER TOWELS,MOPS,BROOMS      | \$46.78           |                                |
| 11630693 LIME DELIVERY FOR GREASE BEDS | \$865.00          |                                |
| 11650097 H2S SENSOR, LATEX GLOVES      | \$318.82          |                                |
|  | <b>\$1,510.61</b> | Subtotal for Dept. Waste Water |
|  | <b>\$2,040.84</b> | Subtotal for Vendor            |

## NORTH LINE GIS, LLC

|                                    |                   |  |
|------------------------------------|-------------------|--|
| 583 WEB INTERFACES TO PERFORM DATA | \$1,085.88        |  |
| 583 WEB INTERFACES TO PERFORM DATA | \$114.12          |  |
|                                    | <b>\$1,200.00</b> | Subtotal for Dept. Metropolitan Planning |
|                                    | <b>\$1,200.00</b> | Subtotal for Vendor                      |

## OVERHEAD DOOR CO., INC.

|                                  |                    |                                     |
|----------------------------------|--------------------|-------------------------------------|
| 4 CITY HALL WINDOW REPLACEMENT P | \$4,480.00         |                                     |
|                                  | <b>\$4,480.00</b>  | Subtotal for Dept. Capital Projects |
| 4 CITY HALL WINDOW REPLACEMENT P | \$23,775.50        |                                     |
|                                  | <b>\$23,775.50</b> | Subtotal for Dept. City Manager     |
|                                  | <b>\$28,255.50</b> | Subtotal for Vendor                 |

## PACIFIC STEEL & RECYCLING

|              |                 |                          |
|--------------|-----------------|--------------------------|
| 910070 REBAR | \$292.54        |                          |
|              | <b>\$292.54</b> | Subtotal for Dept. Water |
|              | <b>\$292.54</b> | Subtotal for Vendor      |

## PACIOLAN, INC.

|                            |                   |   |
|----------------------------|-------------------|---|
| 0000057919 E-VENUE BILLING | \$6,434.75        |   |
|                            | <b>\$6,434.75</b> | Subtotal for Dept. Casper Events Center |
|                            | <b>\$6,434.75</b> | Subtotal for Vendor                     |

## PARKER, MICHELLE

|                                  |                |                          |
|----------------------------------|----------------|--------------------------|
| 0020252575 DEPOSIT/CREDIT REFUND | \$40.37        |                          |
|                                  | <b>\$40.37</b> | Subtotal for Dept. Water |
|                                  | <b>\$40.37</b> | Subtotal for Vendor      |

## PEAK GEOSOLUTIONS

|                                       |                   |                             |
|---------------------------------------|-------------------|-----------------------------|
| 2013-17 IINER REPAIR/ENGINEERING SRVS | \$1,428.15        |                             |
|                                       | <b>\$1,428.15</b> | Subtotal for Dept. Balefill |
|                                       | <b>\$1,428.15</b> | Subtotal for Vendor         |

## PEDEN'S, INC.

|                     |                |                            |
|---------------------|----------------|----------------------------|
| N30741 FINANCE LOGO | \$18.00        |                            |
|                     | <b>\$18.00</b> | Subtotal for Dept. Finance |
|                     | <b>\$18.00</b> | Subtotal for Vendor        |

## PEPPER TANK & CONTRACTING

|                                     |                 |                                |
|-------------------------------------|-----------------|--------------------------------|
| 87137 DEWATER BLDG GUARD RAIL STEEL | \$890.00        |                                |
|                                     | <b>\$890.00</b> | Subtotal for Dept. Waste Water |
|                                     | <b>\$890.00</b> | Subtotal for Vendor            |

## PERSONNEL EVALUATION INC.

|                        |                |                                 |
|------------------------|----------------|---------------------------------|
| 04233 PRE HIRE TESTING | \$40.00        |                                 |
|                        | <b>\$40.00</b> | Subtotal for Dept. Metro Animal |
| 04233 PRE HIRE TESTING | \$200.00       |                                 |

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$200.00** Subtotal for Dept. Police  
**\$240.00** Subtotal for Vendor

## PIECE-A-CAKE

10 CAKES

\$225.00  
**\$225.00** Subtotal for Dept. Fire  
**\$225.00** Subtotal for Vendor

## PIEK, AUSTIN

0020252579 DEPOSIT/CREDIT REFUND

\$49.43  
**\$49.43** Subtotal for Dept. Water  
**\$49.43** Subtotal for Vendor

## POLICE DEPT.

RIN0022057 BUY FUND REIMBURSE

\$674.17  
**\$674.17** Subtotal for Dept. Police

RIN0022057 BUY FUND REIMBURSE

\$1,550.66

RIN0022057 BUY FUND REIMBURSE

(\$10.00)

**\$1,540.66** Subtotal for Dept. Police Grants

**\$2,214.83** Subtotal for Vendor

## POWDER RIVER SHREDDERS LLC

5266 SHREDDING

\$70.00  
**\$70.00** Subtotal for Dept. City Attorney

5218 SHREDDING

\$30.00  
**\$30.00** Subtotal for Dept. Communications Center

5217 SHREDDING

\$75.00  
**\$75.00** Subtotal for Dept. Human Resources

5265 SHREDDING

\$21.00  
**\$21.00** Subtotal for Dept. Municipal Court

5218 SHREDDING

\$75.00  
**\$75.00** Subtotal for Dept. Police  
**\$271.00** Subtotal for Vendor

## POWER EQUIPMENT CORP.

C307040352 BROOM REFILL STRIPS

\$1,486.80  
**\$1,486.80** Subtotal for Dept. Garage  
**\$1,486.80** Subtotal for Vendor

## PURCHASE ADVANTAGE CARD

RIN0021917 CONCESSION SUPPLIES

\$40.96

RIN0021917 ALCOHOL

\$26.92

RIN0021917 OPERATING SUPPLIES-CATERING

\$74.93

**\$142.81** Subtotal for Dept. Casper Events Center

RIN0022069 MEETING EXPENSE

\$19.56

**\$19.56** Subtotal for Dept. Council

**\$162.37** Subtotal for Vendor

## QUALITY OFFICE SOLUTIONS

0046235-001 OFFICE SUPPLIES

\$30.78  
**\$30.78** Subtotal for Dept. Communications Center

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

|                                       |          |        |
|---------------------------------------|----------|--------|
| 0046521-001 OFFICE SUPPLIES           | \$199.99 |        |
| 0046556-001 OFFICE SUPPLIES           | \$389.46 |        |
| 0046520-001 OFFICE SUPPLIES           | \$261.97 |        |
| 0046235-002 OFFICE SUPPLIES           | \$96.97  |        |
| 0046601-001 OFFICE SUPPLIES           | \$141.24 |        |
| 0046196-001 OFFICE SUPPLIES           | \$63.77  |        |
| 0046195-001 OFFICE SUPPLIES           | \$311.96 |        |
| <b>\$1,465.36</b> Subtotal for Dept.  |          | Police |
| <b>\$1,496.14</b> Subtotal for Vendor |          |        |

## R&R REST STOPS

|                                     |          |        |
|-------------------------------------|----------|--------|
| 23753 PORTABLES                     | \$132.30 |        |
| <b>\$132.30</b> Subtotal for Dept.  |          | Police |
| <b>\$132.30</b> Subtotal for Vendor |          |        |

## RADIO SHACK

|                                    |           |         |
|------------------------------------|-----------|---------|
| 016122 USB CABLE                   | \$12.99   |         |
| <b>\$12.99</b> Subtotal for Dept.  |           | Police  |
| 015084 CREDIT CASSETTE             | (\$14.99) |         |
| 015021 CASSETTE                    | \$14.99   |         |
| <b>\$0.00</b> Subtotal for Dept.   |           | Traffic |
| <b>\$12.99</b> Subtotal for Vendor |           |         |

## RANGLES, GEORGE

|                                    |         |       |
|------------------------------------|---------|-------|
| 0020252576 DEPOSIT/CREDIT REFUND   | \$18.79 |       |
| <b>\$18.79</b> Subtotal for Dept.  |         | Water |
| <b>\$18.79</b> Subtotal for Vendor |         |       |

## RESPOND FIRST AID, LLC.

|                                     |          |             |
|-------------------------------------|----------|-------------|
| 133000 FIRST AID KIT SUPPLIES       | \$188.50 |             |
| <b>\$188.50</b> Subtotal for Dept.  |          | Police      |
| 129934 REFILL FIRST AID KITS        | \$96.81  |             |
| <b>\$96.81</b> Subtotal for Dept.   |          | Waste Water |
| <b>\$285.31</b> Subtotal for Vendor |          |             |

## RICHARD "ZAK" SZEKELY

|                                     |          |                 |
|-------------------------------------|----------|-----------------|
| RIN0022043 COURT APPT ATTY          | \$653.20 |                 |
| <b>\$653.20</b> Subtotal for Dept.  |          | Municipal Court |
| <b>\$653.20</b> Subtotal for Vendor |          |                 |

## RICHARD SCHWAHN

|                                     |          |              |
|-------------------------------------|----------|--------------|
| RIN0022056 TRAINING CERTIFICATION   | \$600.00 |              |
| <b>\$600.00</b> Subtotal for Dept.  |          | Metro Animal |
| <b>\$600.00</b> Subtotal for Vendor |          |              |

## RICHARD YOUNG

|   |         |             |
|---|---------|-------------|
| RIN0022061 PERSONAL VEHICLE USAGE REIMB | \$58.89 |             |
| <b>\$58.89</b> Subtotal for Dept.       |         | Fort Caspar |
| <b>\$58.89</b> Subtotal for Vendor      |         |             |

## RICOH USA INC

|                         |         |  |
|-------------------------|---------|--|
| 5026545928 COPIER MAINT | \$31.35 |  |
|-------------------------|---------|--|

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$31.35** Subtotal for Dept. Police

**\$31.35** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

5725126 GEN SERV AGREE FIRE #2

\$5,733.00

**\$5,733.00** Subtotal for Dept. Fire

AP00015807031319 ELECTRICITY

\$5,701.85

**\$5,701.85** Subtotal for Dept. Hogadon

5775550 LIGHTING BETTY WAY & E 2ND

\$16,404.00

**\$16,404.00** Subtotal for Dept. Streets

**\$27,838.85** Subtotal for Vendor

## ROOTER SEWER SERVICE INC

2764 SEPTIC TANK PUMP

\$380.00

**\$380.00** Subtotal for Dept. Buildings And Grounds

**\$380.00** Subtotal for Vendor

## ROUTESMART TECH.

244260 TRAINING EXPENSE PER AGREEMENT

\$2,000.00

**\$2,000.00** Subtotal for Dept. Refuse Collection

**\$2,000.00** Subtotal for Vendor

## RUTH ANN LEONARD - PFLAG

62913 DEPOSIT REFUND

\$150.00

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

**\$150.00** Subtotal for Vendor

## RYAN HIEB

RIN0022051 TRAVEL EXPENSES

\$56.00

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

**\$56.00** Subtotal for Vendor

## RYAN SHELLENBERGER

RIN0022020 TRAINING

\$300.00

**\$300.00** Subtotal for Dept. Information Services

**\$300.00** Subtotal for Vendor

## S & S LEASING GROUP LLC

RIN0022012 COMMERCIAL FACADE GRANT: STALK

\$10,000.00

**\$10,000.00** Subtotal for Dept. Owner Occupied Gen Rehab

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

## SAFARILAND, LLC.

i13-076433 AMMO

\$300.25

**\$300.25** Subtotal for Dept. Police

**\$300.25** Subtotal for Vendor

## SAFETY KLEEN SYSTEMS, INC.

60935561 PARTS WASHERS

\$696.12

**\$696.12** Subtotal for Dept. Garage

60987601 SERVICE SOLVENT TANK

\$322.72

**\$322.72** Subtotal for Dept. Waste Water

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**\$1,018.84** Subtotal for Vendor

## SAM'S CLUB

|                                     |                 |                     |                   |
|-------------------------------------|-----------------|---------------------|-------------------|
| RIN0021933 MEMBERSHIP DUES          | \$15.00         |                     |                   |
| 8891 SHOP & BREAKROOM SUPPLIES      | \$51.37         |                     |                   |
|                                     | <b>\$66.37</b>  | Subtotal for Dept.  | Balefill          |
| RIN0022071 0402344894050 MEMBERSHIP | \$90.00         |                     |                   |
|                                     | <b>\$90.00</b>  | Subtotal for Dept.  | Fire              |
| 4654 SUPPLIES                       | \$101.22        |                     |                   |
|                                     | <b>\$101.22</b> | Subtotal for Dept.  | Police            |
| 8891 SHOP & BREAKROOM SUPPLIES      | \$51.37         |                     |                   |
|                                     | <b>\$51.37</b>  | Subtotal for Dept.  | Refuse Collection |
| 4670 BLEACH, TIE DOWNS, GOJO, DAWN  | \$100.16        |                     |                   |
|                                     | <b>\$100.16</b> | Subtotal for Dept.  | Water             |
|                                     | <b>\$409.12</b> | Subtotal for Vendor |                   |

## SERPENTIX CONVEYOR CORP.

|                                      |                 |                     |             |
|--------------------------------------|-----------------|---------------------|-------------|
| 14594 DEWATER BLDG CONVEYOR SCRAPERS | \$162.50        |                     |             |
|                                      | <b>\$162.50</b> | Subtotal for Dept.  | Waste Water |
|                                      | <b>\$162.50</b> | Subtotal for Vendor |             |

## SHANE CHANEY

|                            |                |                     |        |
|----------------------------|----------------|---------------------|--------|
| RIN0022047 TRAVEL EXPENSES | \$56.00        |                     |        |
|                            | <b>\$56.00</b> | Subtotal for Dept.  | Police |
|                            | <b>\$56.00</b> | Subtotal for Vendor |        |

## SHERWIN-WILLIAMS CORP.

|                           |                |                     |                   |
|---------------------------|----------------|---------------------|-------------------|
| 7681-5 GRAFFITI ABATEMENT | \$39.08        |                     |                   |
|                           | <b>\$39.08</b> | Subtotal for Dept.  | Refuse Collection |
|                           | <b>\$39.08</b> | Subtotal for Vendor |                   |

## SHOSHONE DISTRIBUTION CO., INC.

|               |                |                     |             |
|---------------|----------------|---------------------|-------------|
| 00487 MAGNETS | \$36.00        |                     |             |
|               | <b>\$36.00</b> | Subtotal for Dept.  | Fort Caspar |
|               | <b>\$36.00</b> | Subtotal for Vendor |             |

## SIRCHIE FINGER PRINT LABORATORIES

|                           |                 |                     |        |
|---------------------------|-----------------|---------------------|--------|
| 0126680-IN DRUG TEST KITS | \$543.11        |                     |        |
|                           | <b>\$543.11</b> | Subtotal for Dept.  | Police |
|                           | <b>\$543.11</b> | Subtotal for Vendor |        |

## SOURCE GAS DIST. LLC

|                          |                   |                    |          |
|--------------------------|-------------------|--------------------|----------|
| 207408027687 NATURAL GAS | \$302.61          |                    |          |
| 207408027687 NATURAL GAS | \$1,905.00        |                    |          |
| 207408027687 NATURAL GAS | \$1,490.24        |                    |          |
| 207408027687 NATURAL GAS | \$4,606.11        |                    |          |
| 207408027687 NATURAL GAS | \$1,468.00        |                    |          |
| 207408027687 NATURAL GAS | \$70.23           |                    |          |
|                          | <b>\$9,842.19</b> | Subtotal for Dept. | Aquatics |
| 207408027687 NATURAL GAS | \$16.82           |                    |          |
| 207408027687 NATURAL GAS | \$86.67           |                    |          |
| 207408027687 NATURAL GAS | \$115.08          |                    |          |

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

|                          |                   |  |
|--------------------------|-------------------|--|
| 207408027687 NATURAL GAS | \$599.68          |  |
|                          | <b>\$818.25</b>   | <b>Subtotal for Dept. Balefill</b>             |
| 207408027687 NATURAL GAS | \$1,353.39        |  |
|                          | <b>\$1,353.39</b> | <b>Subtotal for Dept. Casper Events Center</b> |
| 207408027687 NATURAL GAS | \$15.00           |  |
| 207408027687 NATURAL GAS | \$47.41           |  |
|                          | <b>\$62.41</b>    | <b>Subtotal for Dept. Cemetery</b>             |
| 207408027687 NATURAL GAS | \$44.99           |  |
| 207408027687 NATURAL GAS | \$16.18           |  |
| 207408027687 NATURAL GAS | \$57.23           |  |
| 207408027687 NATURAL GAS | \$56.98           |  |
| 207408027687 NATURAL GAS | \$129.46          |  |
| 207408027687 NATURAL GAS | \$1,081.34        |  |
|                          | <b>\$1,386.18</b> | <b>Subtotal for Dept. City Hall</b>            |
| 207408027687 NATURAL GAS | \$48.06           |  |
| 207408027687 NATURAL GAS | \$28.25           |  |
| 207408027687 NATURAL GAS | \$42.66           |  |
| 207408027687 NATURAL GAS | \$126.31          |  |
| 207408027687 NATURAL GAS | \$134.62          |  |
|                          | <b>\$379.90</b>   | <b>Subtotal for Dept. Fire</b>                 |
| 207408027687 NATURAL GAS | \$152.68          |  |
|                          | <b>\$152.68</b>   | <b>Subtotal for Dept. Fort Caspar</b>          |
| 207408027687 NATURAL GAS | \$846.86          |  |
|                          | <b>\$846.86</b>   | <b>Subtotal for Dept. Garage</b>               |
| 207408027687 NATURAL GAS | \$105.55          |  |
|                          | <b>\$105.55</b>   | <b>Subtotal for Dept. Golf Course</b>          |
| 207408027687 NATURAL GAS | \$533.65          |  |
|                          | <b>\$533.65</b>   | <b>Subtotal for Dept. Ice Arena</b>            |
| 207408027687 NATURAL GAS | \$703.13          |  |
|                          | <b>\$703.13</b>   | <b>Subtotal for Dept. Metro Animal</b>         |
| 207408027687 NATURAL GAS | \$69.57           |  |
| 207408027687 NATURAL GAS | \$18.01           |  |
| 207408027687 NATURAL GAS | \$20.44           |  |
|                          | <b>\$108.02</b>   | <b>Subtotal for Dept. Parks</b>                |
| 207408027687 NATURAL GAS | \$361.58          |  |
|                          | <b>\$361.58</b>   | <b>Subtotal for Dept. Recreation</b>           |
| 207408027687 NATURAL GAS | \$18.01           |  |
|                          | <b>\$18.01</b>    | <b>Subtotal for Dept. Sewer</b>                |
| 207408027687 NATURAL GAS | \$16.18           |  |
| 207408027687 NATURAL GAS | \$1,252.26        |  |
|                          | <b>\$1,268.44</b> | <b>Subtotal for Dept. Waste Water</b>          |
| 207408027687 NATURAL GAS | \$15.00           |  |
| 207408027687 NATURAL GAS | \$27.71           |  |
| 207408027687 NATURAL GAS | \$15.00           |  |
| 207408027687 NATURAL GAS | \$16.18           |  |
| 207408027687 NATURAL GAS | \$15.58           |  |
| 207408027687 NATURAL GAS | \$15.58           |  |
| 207408027687 NATURAL GAS | \$91.22           |  |

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

|  |              |                     |                       |
|--|--------------|---------------------|-----------------------|
|  | \$196.27     | Subtotal for Dept.  | Water                 |
|  | \$18,136.51  | Subtotal for Vendor |                       |
| <b>SPILLMAN TECHNOLOGIES, INC.</b>     |              |                     |                       |
| 26050 ANNUAL MAINT AGREEMENT           | \$121,928.00 |                     |                       |
|  | \$121,928.00 | Subtotal for Dept.  | Communications Center |
|  | \$121,928.00 | Subtotal for Vendor |                       |
| <b>STANTEC CONSULTING SVCS INC.</b>    |              |                     |                       |
| 698116 PROF SVCS NORTH PLATTE RIVER    | \$810.81     |                     |                       |
|  | \$810.81     | Subtotal for Dept.  | Council               |
| 698116 PROF SVCS NORTH PLATTE RIVER    | \$9,104.94   |                     |                       |
|  | \$9,104.94   | Subtotal for Dept.  | Refuse Collection     |
|  | \$9,915.75   | Subtotal for Vendor |                       |
| <b>STAR LINE FEEDS</b>                 |              |                     |                       |
| 223330 ANIMAL FOOD                     | \$432.25     |                     |                       |
|  | \$432.25     | Subtotal for Dept.  | Metro Animal          |
|  | \$432.25     | Subtotal for Vendor |                       |
| <b>STARR GIORGI</b>                    |              |                     |                       |
| RIN0022019 MILEAGE                     | \$33.58      |                     |                       |
|  | \$33.58      | Subtotal for Dept.  | Information Services  |
|  | \$33.58      | Subtotal for Vendor |                       |
| <b>STATE OF WY. - DEPT. OF REVENUE</b> |              |                     |                       |
| RIN0022085 SALES TAX                   | \$24.93      |                     |                       |
| RIN0022085 SALES TAX                   | \$484.95     |                     |                       |
| RIN0022085 SALES TAX                   | \$60.25      |                     |                       |
|  | \$570.13     | Subtotal for Dept.  | Aquatics              |
| RIN0022085 SALES TAX                   | \$200.85     |                     |                       |
|  | \$200.85     | Subtotal for Dept.  | Balefill              |
| RIN0022085 SALES TAX                   | \$47.67      |                     |                       |
| RIN0022085 SALES TAX                   | \$18.95      |                     |                       |
| RIN0022085 SALES TAX                   | \$16,464.97  |                     |                       |
| RIN0022085 SALES TAX                   | \$495.33     |                     |                       |
| RIN0022085 SALES TAX                   | \$78.64      |                     |                       |
| RIN0022085 SALES TAX                   | \$297.38     |                     |                       |
| RIN0022085 SALES TAX                   | \$19.84      |                     |                       |
| RIN0022085 SALES TAX                   | \$82.05      |                     |                       |
|  | \$17,504.83  | Subtotal for Dept.  | Casper Events Center  |
| RIN0022085 SALES TAX                   | \$601.78     |                     |                       |
|  | \$601.78     | Subtotal for Dept.  | Fort Caspar           |
| RIN0022085 SALES TAX                   | (\$594.75)   |                     |                       |
|  | (\$594.75)   | Subtotal for Dept.  | General Fund Revenue  |
| RIN0022085 SALES TAX                   | \$51.24      |                     |                       |
|  | \$51.24      | Subtotal for Dept.  | Ice Arena             |
| RIN0022085 SALES TAX                   | (\$0.50)     |                     |                       |
|  | (\$0.50)     | Subtotal for Dept.  | Recreation            |
|  | \$18,333.58  | Subtotal for Vendor |                       |

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

## STATE OF WY. - NOTARY DIV.

|                   |                |                           |
|-------------------|----------------|---------------------------|
| RIN0022055 NOTARY | \$30.00        |                           |
| RIN0022053 NOTARY | \$30.00        |                           |
| RIN0022054 NOTARY | \$30.00        |                           |
|                   | <b>\$90.00</b> | Subtotal for Dept. Police |
|                   | <b>\$90.00</b> | Subtotal for Vendor       |

## STATE OF WY. - OFFICE OF STATE LANDS & INVEST

|                                |                     |                          |
|--------------------------------|---------------------|--------------------------|
| RIN0022034 DWSRF-055 INTEREST  | \$29,783.62         |                          |
| RIN0022032 DWSRF-036 PRINCIPAL | \$69,800.45         |                          |
| RIN0022032 DWSRF-036 INTEREST  | \$26,420.24         |                          |
| RIN0022034 DWSRF-055 PRINCIPAL | \$66,437.07         |                          |
| RIN0022033 DWSRF-051 INTEREST  | \$10,630.47         |                          |
| RIN0022033 DWSRF-051 PRINCIPAL | \$25,741.27         |                          |
|                                | <b>\$228,813.12</b> | Subtotal for Dept. Water |
|                                | <b>\$228,813.12</b> | Subtotal for Vendor      |

## STEFANIE JOHNSON

|   |               |                                |
|---|---------------|--------------------------------|
| RIN0022062 PERSONAL VEHICLE USAGE REIMB | \$9.55        |                                |
|   | <b>\$9.55</b> | Subtotal for Dept. Fort Caspar |
|   | <b>\$9.55</b> | Subtotal for Vendor            |

## STEVE JOHNSON

|                               |                |                             |
|-------------------------------|----------------|-----------------------------|
| RIN0021935 BOOT REIMBURSEMENT | \$74.02        |                             |
|                               | <b>\$74.02</b> | Subtotal for Dept. Balefill |
|                               | <b>\$74.02</b> | Subtotal for Vendor         |

## STEWARD, JESSICA

|                                  |                |                          |
|----------------------------------|----------------|--------------------------|
| 0020212060 DEPOSIT/CREDIT REFUND | \$23.72        |                          |
|                                  | <b>\$23.72</b> | Subtotal for Dept. Water |
|                                  | <b>\$23.72</b> | Subtotal for Vendor      |

## STONER LAWN & LANDSCAPE

|   |                    |                                |
|---|--------------------|--------------------------------|
| RIN0022015 2012 WASTEWATER TREATMENT PLAN | \$12,501.00        |                                |
|   | <b>\$12,501.00</b> | Subtotal for Dept. Waste Water |
|   | <b>\$12,501.00</b> | Subtotal for Vendor            |

## SUPERIOR STRUCTURES CORP.

|                                   |                   |   |
|-----------------------------------|-------------------|---|
| 899731 RPR SUBFLR BLDG B UNIT 102 | \$1,195.50        |   |
|                                   | <b>\$1,195.50</b> | Subtotal for Dept. Owner Occupied Gen Rehab |
|                                   | <b>\$1,195.50</b> | Subtotal for Vendor                         |

## SUTHERLAND'S CORP.

|                                       |                 |                                |
|---------------------------------------|-----------------|--------------------------------|
| 106154 TIE DOWNS                      | \$129.94        |                                |
|                                       | <b>\$129.94</b> | Subtotal for Dept. Fire        |
| 106801 STOP RUST GLOSS WHITE, BRUSH T | \$34.92         |                                |
|                                       | <b>\$34.92</b>  | Subtotal for Dept. Golf Course |
|                                       | <b>\$164.86</b> | Subtotal for Vendor            |

## SYSCO FOOD SVCS. CORP.

|                                       |           |  |
|---------------------------------------|-----------|--|
| 305200984 CONCESSION SUPPLIES         | \$200.32  |  |
| 306210724 OPERATING SUPPLIES-CATERING | \$881.14  |  |
| 306180643 DAMAGED                     | (\$82.93) |  |

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

1396255PU OVER ORDERED

(\$280.50)

**\$718.03** Subtotal for Dept. Casper Events Center

**\$718.03** Subtotal for Vendor

## TERRACON

T418915 GROUNDWATER/METHANE MONITORING

\$540.00

**\$540.00** Subtotal for Dept. Balefill

**\$540.00** Subtotal for Vendor

## THE GLASS WAREHOUSE

049295064 HIGH POWER BRAKE CLEANER

\$366.00

**\$366.00** Subtotal for Dept. Garage

**\$366.00** Subtotal for Vendor

## THE HOME DEPOT

91653 WEATHER STRIP/FLEET BOXES

\$21.42

**\$21.42** Subtotal for Dept. Police

8026544 TOTES, SPRINKLER, SEED, HOSE

\$158.17

2161280 SOD

\$7.98

**\$166.15** Subtotal for Dept. Water

**\$187.57** Subtotal for Vendor

## THOMAS, SARAH

0020212063 DEPOSIT/CREDIT REFUND

\$34.55

**\$34.55** Subtotal for Dept. Water

**\$34.55** Subtotal for Vendor

## TIFFANY ELHART

W0424675 UNIFORMS

\$164.00

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

**\$164.00** Subtotal for Vendor

## TLO, INC

RIN0021877 CRIMINAL SEARCH ACCESS

\$331.00

**\$331.00** Subtotal for Dept. Police

**\$331.00** Subtotal for Vendor

## TOOLE DESIGN GROUP

7032JUN3 CASPER AREA TRAILS, PATH AND

\$18,925.46

7032JUN3 CASPER AREA TRAILS, PATH AND

\$1,988.96

**\$20,914.42** Subtotal for Dept. Metropolitan Planning

**\$20,914.42** Subtotal for Vendor

## TOP OFFICE PRODUCTS

133027 REPRODUCTION

\$140.66

**\$140.66** Subtotal for Dept. City Attorney

**\$140.66** Subtotal for Vendor

## TOWNSQUARE MEDIA

61957 ADS

\$606.00

**\$606.00** Subtotal for Dept. Aquatics

**\$606.00** Subtotal for Vendor

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

## TURNER, KATIE

0020252578 DEPOSIT/CREDIT REFUND  
0020252578 DEPOSIT/CREDIT REFUND

\$40.00  
\$36.54  
**\$76.54 Subtotal for Dept.** Water  
**\$76.54 Subtotal for Vendor**

## U.S. POSTMASTER

RIN0022087 POSTAGE

\$360.34  
**\$360.34 Subtotal for Dept.** Code Enforcement

RIN0022087 POSTAGE  
RIN0022087 POSTAGE

\$1.06  
\$10.00  
**\$11.06 Subtotal for Dept.** Metropolitan Planning

RIN0022087 POSTAGE  
RIN0022087 POSTAGE

\$82.33  
\$81.81  
**\$164.14 Subtotal for Dept.** Planning  
**\$535.54 Subtotal for Vendor**

## UNITED PARCEL SVC.

0000F44F14243 AIRBILL

\$42.72  
**\$42.72 Subtotal for Dept.** Police

00008F045W243 AIRBILL

\$119.82  
**\$119.82 Subtotal for Dept.** Water Treatment Plant  
**\$162.54 Subtotal for Vendor**

## UNITED STATES WELDING, INC.

6192460 OXYGEN  
6192980 OXYGEN

\$2,850.08  
\$2,773.90  
**\$5,623.98 Subtotal for Dept.** Water Treatment Plant  
**\$5,623.98 Subtotal for Vendor**

## UNIVERSITY OF WY. - CASPER COLLEGE CENTER

1541 ROOM EXEC TEAM MEETING

\$35.00  
**\$35.00 Subtotal for Dept.** Fire  
**\$35.00 Subtotal for Vendor**

## URGENT CARE OF CASPER LLC.

000147682 MEDICAL MATTERS-BAS

\$58.00  
**\$58.00 Subtotal for Dept.** Buildings And Grounds

RIN0022022 RANDOM DRUG SCREENS  
RIN0021860 FIRE RANDOM DRUG SCREENS

\$149.00  
\$95.00  
**\$244.00 Subtotal for Dept.** Fire

RIN0022023 DOT RANDOM DRUG SCREENS  
RIN0022021 PRE-EMPLOYMENT DRUG SCREENS  
RIN0021861 PRE-EMPLOYMENT DRUG SCREENS  
RIN0021862 DOT RANDOM DRUG SCREENS

\$390.00  
\$484.00  
\$2,151.00  
\$270.00  
**\$3,295.00 Subtotal for Dept.** Human Resources

RIN0022024 RANDOM DRUG SCREENS

\$848.00  
**\$848.00 Subtotal for Dept.** Police  
**\$4,445.00 Subtotal for Vendor**

## USA BLUE BOOK

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

986858 MANHOLE LID LIFTING DOLLY  
981233 FREIGHT  
981233 800 LB LIFTING MAGNET FOR MHS

\$676.20  
\$83.71  
\$715.00  
**\$1,474.91 Subtotal for Dept. Sewer**  
**\$1,474.91 Subtotal for Vendor**

## VARGAS, ADRIAN

0020252577 DEPOSIT/CREDIT REFUND  
0020252577 DEPOSIT/CREDIT REFUND

\$75.00  
\$26.42  
**\$101.42 Subtotal for Dept. Water**  
**\$101.42 Subtotal for Vendor**

## VEHICLE LIGHTING SOLUTIONS, INC.

49251 LIGHT,TURN AMBER 111185

\$171.24  
**\$171.24 Subtotal for Dept. Garage**  
**\$171.24 Subtotal for Vendor**

## VERIZON WIRELESS

9706742848 COMMAND BUS SERVICE

\$121.63  
**\$121.63 Subtotal for Dept. Communications Center**

9705816555 WIRELESS ACCESS IN FLEET

\$1,800.40  
**\$1,800.40 Subtotal for Dept. Police**  
**\$1,922.03 Subtotal for Vendor**

## VISITS LLC

2070 CAR WASHES/VACUUM

\$9.00  
**\$9.00 Subtotal for Dept. Code Enforcement**

2066 CAR WASH CARDS

\$48.75  
**\$48.75 Subtotal for Dept. Police**  
**\$57.75 Subtotal for Vendor**

## W.N. MCMURRY CONST. CO.

RIN0022076 YOUTH CRISIS CENTER CONSTRUCTI

\$360,905.00  
**\$360,905.00 Subtotal for Dept. Capital Projects**  
**\$360,905.00 Subtotal for Vendor**

## WASTE WATER TREATMENT

1276/102049 201 SEWER

\$195,652.63  
**\$195,652.63 Subtotal for Dept. Sewer**  
**\$195,652.63 Subtotal for Vendor**

## WATERWORKS INDUSTRIES, INC.

121621-00 ALLENDALE BOOSTER PACK

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

## WEAR PARTS, INC.

658353 THUMB SCREWS FOR FLEET  
297914 SPECIAL ORDER BOLTS FOR SUVS

\$16.35  
\$16.35  
**\$32.70 Subtotal for Dept. Police**  
**\$32.70 Subtotal for Vendor**

## WERCS COMMUNICATIONS

# Bills and Claims

City of Casper

|  |                      |                     |                       |
|--|----------------------|---------------------|-----------------------|
| 03-Jul-13 to 16-Jul-13<br>5254152033-10 FLEET ETHERNET ACCESS  | \$1,015.00           |                     |                       |
|  | <b>\$1,015.00</b>    | Subtotal for Dept.  | Police                |
|  | <b>\$1,015.00</b>    | Subtotal for Vendor |                       |
| <b>WEST GOVERNMENT SVCS.</b><br>827362373 BACKGROUND INFORMATION ACCESS  | \$25.00              |                     |                       |
|  | <b>\$25.00</b>       | Subtotal for Dept.  | Police                |
|  | <b>\$25.00</b>       | Subtotal for Vendor |                       |
| <b>WEST GROUP</b><br>827527033 BOOKS   | \$970.11             |                     |                       |
|  | <b>\$970.11</b>      | Subtotal for Dept.  | City Attorney         |
|  | <b>\$970.11</b>      | Subtotal for Vendor |                       |
| <b>WESTERN WATER CONSULTANTS, INC.</b><br>112490010 ROBERTSON RD WATER MAIN PROJ   | \$2,449.35           |                     |                       |
|  | <b>\$2,449.35</b>    | Subtotal for Dept.  | Water                 |
|  | <b>\$2,449.35</b>    | Subtotal for Vendor |                       |
| <b>WIRELESS ADVANCED COMMUNICATIONS, INC.</b><br>41180979 FUNDS FOR A SECONDARY PSCC AT<br>41180979 TECHNICAL ASSISTANCE | \$31,679.90          |                     |                       |
|  | \$1,000.00           |                     |                       |
|  | <b>\$32,679.90</b>   | Subtotal for Dept.  | Communications Center |
|  | <b>\$32,679.90</b>   | Subtotal for Vendor |                       |
| <b>WMC - NEXT GENERATION</b><br>62813 DEPOSIT REFUND   | \$200.00             |                     |                       |
|  | <b>\$200.00</b>      | Subtotal for Dept.  | Recreation            |
|  | <b>\$200.00</b>      | Subtotal for Vendor |                       |
| <b>WOLVERINE DISTRIBUTING</b><br>130239 GIRL WHO LOVED HORSES  | \$474.21             |                     |                       |
|  | <b>\$474.21</b>      | Subtotal for Dept.  | Fort Caspar           |
|  | <b>\$474.21</b>      | Subtotal for Vendor |                       |
| <b>WPS ANTENNAS</b><br>262851.77 JETPACKS FOR NEW CARS   | \$118.67             |                     |                       |
|  | <b>\$118.67</b>      | Subtotal for Dept.  | Police Dept           |
|  | <b>\$118.67</b>      | Subtotal for Vendor |                       |
| <b>WRIGHT BROTHERS</b><br>RIN0022063 RETAINAGE FIRE #2   | \$20,086.09          |                     |                       |
|  | <b>\$20,086.09</b>   | Subtotal for Dept.  | Capital Projects      |
|  | <b>\$20,086.09</b>   | Subtotal for Vendor |                       |
| <b>WRIGHT BROTHERS, THE BUILDING COMPANY</b><br>2 RETAINAGE  | (\$20,086.09)        |                     |                       |
|  | <b>(\$20,086.09)</b> | Subtotal for Dept.  | Capital Projects      |
| 2 CASPER FIR-EMS STATION #2 EXTE   | \$200,860.88         |                     |                       |
|  | <b>\$200,860.88</b>  | Subtotal for Dept.  | Fire                  |
|  | <b>\$180,774.79</b>  | Subtotal for Vendor |                       |
| <b>WY. ASSOC. OF ANIMAL CONTROL OFFICERS</b>   |                      |                     |                       |

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

RIN0021876 RENEW MEMBERSHIP

\$30.00

**\$30.00** Subtotal for Dept. Metro Animal

**\$30.00** Subtotal for Vendor

## WY. ASSOC. OF MUNICIPALITIES

13040 ASSOCIATION DUES

\$43,550.00

**\$43,550.00** Subtotal for Dept. Council

**\$43,550.00** Subtotal for Vendor

## WY. ASSOC. OF RISK MGMT.

810 CRIME INSURANCE

\$2,562.00

770 PROPERTY ASSESSMENT

\$367,959.42

**\$370,521.42** Subtotal for Dept. Property & Liability Insurance

**\$370,521.42** Subtotal for Vendor

## WY. MACHINERY CO.

PO 3318997 BIT, 141498

\$566.80

PO 3332563 NUT CAT LOADER CAT SCRAPER

\$20.80

PO 3332563 CUTTING EDGE BOLT

\$35.20

PO 3331099 NUT

\$9.20

PO 3329356 FILTER, FUEL

\$32.88

PO 3318997 NUT CAT LOADER CAT SCRAPER

\$124.80

PO 3318997 BOLT 950 LOADER

\$229.20

PO 3329356 FILTER,AIR 141401

\$69.67

PO 3318997 CUTTING EDGE

\$407.62

PO 3329356 FILTER,AIR 141401

\$77.62

PO 3329356 FILTER

\$27.96

PO 3329356 FILTER, OIL

\$32.67

PO 3318997 CUTTING EDGE

\$364.96

**\$1,999.38** Subtotal for Dept. Garage

**\$1,999.38** Subtotal for Vendor

## XEROX CORP

068339807 COPIER LEASE

\$10.91

**\$10.91** Subtotal for Dept. Casper Events Center

068339807 COPIER LEASE

\$264.20

**\$264.20** Subtotal for Dept. Council

068816159 MAINTENANCE PLAN

\$22.00

068339807 COPIER LEASE

\$65.47

068816158 SUPPLY

\$104.83

**\$192.30** Subtotal for Dept. Engineering

068339807 COPIER LEASE

\$1.96

**\$1.96** Subtotal for Dept. Finance

068339807 COPIER LEASE

\$252.62

**\$252.62** Subtotal for Dept. Police

**\$721.99** Subtotal for Vendor

## YOUNG, ERIC

0020212059 DEPOSIT/CREDIT REFUND

\$28.98

**\$28.98** Subtotal for Dept. Water

**\$28.98** Subtotal for Vendor

# Bills and Claims

City of Casper

03-Jul-13 to 16-Jul-13

**Grand Total**

**\$4,278,665.16**

**Approved By:**

**On:**

July 10, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish August 6, 2013, as Public Hearing Date for consideration of the annexation and zoning, as C-3 (Central Business), a 6,000 square foot portion, more or less, of the SW1/4NE1/4, Section 9, T33N, R79W, 6<sup>th</sup> P.M., and a replat of Lot 2, Triflection Addition, to create the Triflection Addition No. 2.

Recommendation:

That Council, by minute action, establish August 6, 2013, as the public hearing date for consideration of the annexation and zoning, as C-3 (Central Business), a 6,000 square foot portion, more or less, of the SW1/4NE1/4, Section 9, T33N, R79W, 6<sup>th</sup> P.M., and a replat of Lot 2, Triflection Addition, to create the Triflection Addition No. 2.

Summary:

The applicants have applied to replat Lot 2, Triflection Addition, and to annex and plat a previously unplatted property, to create the Triflection Addition No. 2, located between South David and South Center Streets, north of West Collins Street. During the initial review of the plat, staff was unable to find any supporting documentation to show that a 6,000 square foot, more or less, portion of proposed Lot 1, may never have been officially annexed or zoned. Proposed Lot 1 is occupied by the Magic City Stoves retail store, and proposed Lot 2 is occupied by a commercial building (Rising Lotus Wellness Center). The purpose of the plat is to transfer approximately 4,000 square feet of property from the commercial building to the approximate 6,000 square foot Magic City Stoves property, for a newly configured lot of approximately 10,000 square feet in size. Zoning surrounding the subject properties is C-3 (Central Business) to the north, east and south; and OYDSPC (Old Yellowstone District & South Poplar Corridor) to the west.

The Planning and Zoning Commission recommended approval of the annexation, plat and zoning after a public hearing on June 25, 2013. There were no public comments received.

# TRIFECTION ADDITION NO. 2



**Legend**  
■ Subject Property



July 10, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of replat creating Whispering Springs, Lots 8A, 9A, and 10B, Block 5, located at the southwest corner of Indian Springs Drive and Middle Springs Drive; and a zone change of proposed Lots 8A and 9A as R-3 (One to Four Unit Residential), and proposed Lot 10B as R-2 (One Unit Residential).

Recommendation:

That Council, by minute action, establish August 6, 2013, as the public hearing date for the consideration of an ordinance approving a replat creating Whispering Springs, Lots 8A, 9A, and 10B, Block 5, located at the southwest corner of Indian Springs Drive and Middle Springs Drive; and a zone change of proposed Lots 8A and 9A as R-3 (One to Four Unit Residential), and proposed Lot 10B as R-2 (One Unit Residential).

Summary:

Application has been made to replat Lots 8, 9 and 10A, Block 5, Whispering Springs Addition to create the Whispering Springs Addition, Lots 8A, 9A and 10B, Block 5. The purpose of the replat is to move the shared lot line between the three (3) lots approximately one (1) foot to the east. Upon review of the replat it was determined that the property line in question is also the boundary between two (2) different zoning districts. Lots 8 and 9, Block 5 are currently zoned R-3 (One to Four Unit Residential); and Lot 10A is currently zoned R-2 (One Unit Residential). The zone change will realign the zoning boundary to follow the new shared lot line. Zoning in the surrounding area is R-2 (One Unit Residential) to the north, south and west; and R-3 (One to Four Unit Residential) to the south and east.

The Planning and Zoning Commission approved the requested replat and zone change at their public hearing on June 25, 2013, and is forwarding a “do-pass” recommendation to the City Council. There were no comments either for or against the requested zone change.



July 10, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of Zone Change of Lot 5, Block 59, Casper Addition, located at 315 North Kimball Street, from M-1 (Limited Industrial) to C-3 (Central Business).

Recommendation:

That Council, by minute action, establish August 6, 2013, as the public hearing date for the consideration of an ordinance approving a zone change of Lot 5, Block 59, Casper Addition, located at 315 North Kimball Street, from M-1 (Limited Industrial) to C-3 (Central Business).

Summary:

Pamela Hytrek-Mitchell has applied for a zone change of Lot 5, Block 59, Casper Addition, located at 315 North Kimball Street, from M-1 (Limited Industrial) to C-3 (Central Business). Properties immediately surrounding the subject property are zoned M-1 (Limited Industrial). The property is occupied by a personal service shop, and the owner would like to continue the current business in the upstairs of the structure, and convert the basement of the structure to a residence. Residential uses are not listed as a permitted use in the M-1 (Limited Industrial) zoning district; however, a zone change to C-3 (Central Business) would allow both uses by right.

The Planning and Zoning Commission approved the zone change at their public hearing on June 25, 2013, and is forwarding a “do-pass” recommendation to the City Council. There were no comments, either for or against the proposed zone change.

# 315 NORTH KIMBALL STREET



**Legend**  
■ Subject Property



July 24, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish September 17, 2013, as Public Hearing Date for the consideration of annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the Triflection Addition No. 2 complies with W.S. 15-1-402.

Recommendation:

That Council, by minute action, establish September 17, 2013, as the date of the public hearing to determine if the annexation of a 6,000 square foot portion, more or less, of the SW1/4NE1/4, Section 9, T33N, R79W, 6<sup>th</sup> P.M., to be included in the Triflection Addition No. 2, complies with W.S. §15-1-402.

Summary:

The applicants have applied to replat Lot 2, Triflection Addition, and to annex and plat a previously unplatted property, to create the Triflection Addition No. 2, located between South David and South Center Streets, north of West Collins Street. Proposed Lot 1 is occupied by the Magic City Stoves retail store, and proposed Lot 2 is occupied by a commercial building (Rising Lotus Wellness Center). The purpose of the plat is to transfer approximately 4,000 square feet of property from the commercial building to the approximate 6,000 square foot Magic City Stoves property, for a newly configured lot of approximately 10,000 square feet in size. Zoning surrounding the subject properties is C-3 (Central Business) to the north, east and south; and OYDSPC (Old Yellowstone District & South Poplar Corridor) to the west.

Pursuant to the Wyoming Statutes pertaining to annexations, as amended July 1, 2001, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept the annexation report that will be prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

# TRIFECTION ADDITION NO. 2



**Legend**  
■ Subject Property



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

AN ORDINANCE AMENDING ORDINANCE NO. 24-99, PERTAINING TO THE FRANCHISE AGREEMENT WITH PACIFICORP, AN OREGON CORPORATION, DOING BUSINESS AS PACIFIC POWER AND LIGHT COMPANY.

WHEREAS, the City of Casper, by ordinance, sets the franchise fee rates charged utility companies for use of the City's right of ways; and

WHEREAS, Ordinance No. 24-99 set the franchise fee rate for Rocky Mountain Power (successor to PACIFICORP) and allows for the review of the franchise fee rate every three and one half year franchise period; and

WHEREAS, currently a three and one half year franchise review period is open; and

WHEREAS, the City has elected to renegotiate the franchise fee rate with Rocky Mountain Power; and

WHEREAS, Rocky Mountain Power has received the required notice that the City desires to review the franchise fee rate during this franchise review period; and

WHEREAS, Rocky Mountain Power and the City, through negotiations, have agreed to a one percent (1%) increase in the franchise fee rate from four percent (4.0%) to five percent (5.0%) under the franchise ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF CASPER, WYOMING: That the first paragraph of Section 6 of Ordinance No. 24-99 is amended to reflect a franchise fee of five percent (5.0%).

PASSED on 1st reading the 2<sup>nd</sup> day of July, 2013.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenye Schlager  
Mayor

July 16, 2013

MEMO TO: John Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
Chief Chris Walsh, Police Department

SUBJECT: Truck Route Ordinance changes

Recommendation:

That Council, by Ordinance, amend Section 10.88 of the Casper Municipal Code, to change intra-City truck routes to allow for growth and changes to City streets.

Summary:

The City of Casper truck route ordinance was passed in 1985. The purpose of the ordinance was to designate bypass and intra-City truck routes and set truck weight limitations on certain streets and Robertson Road Bridge. With the growth of the City of Casper and changes made to City streets within that time, the intra-City truck routes are outdated.

Intra-City truck routes are the designated routes that trucks traversing the City must use. Trucks delivering goods and services within the City are required to use the route which provides the most direct access to destination points inside the City. Staff updated these intra-City routes to allow for extensions, new street construction, and changes that were made to existing streets.

Due to large construction activities throughout the City, the City Engineers office has been designating truck routes and requested that the ordinance be updated requiring construction companies to comply. Assigned routes help prevent wear and tear on residential City streets by heavy trucks.

An ordinance has been prepared for Council's consideration.

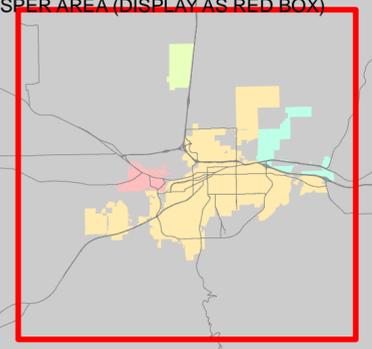
# City of Casper Proposed Truck Routes

## Legend

### Truck Routes

-  Intracity Route
  -  Bypass Route
  -  Intracity Weight Restricted
  -  Intracity Route Old
  -  Bypass Route Old
  -  Intracity Weight Restricted Old
  -  Streets
  -  Urban Boundary
  -  Major Drainage
  -  Point of Interest
-  Height Restriction  
N Center St 13 ft  
N McKinley St 11 ft

INSET MAP: AREA OF INTEREST LOCATION  
WITHIN THE CASPER AREA (DISPLAY AS RED BOX)



SCALE : 1 inch equals 6 miles

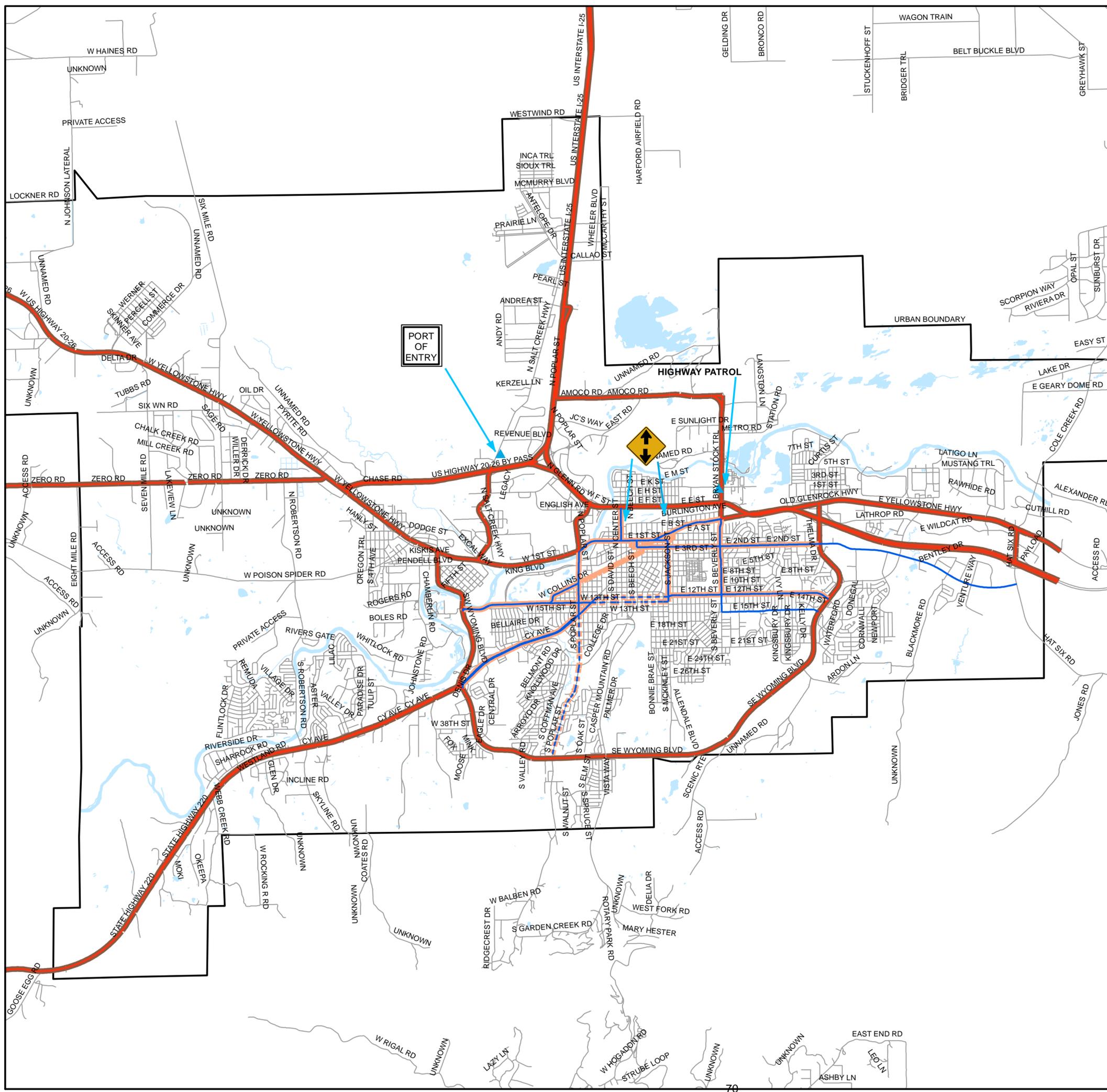
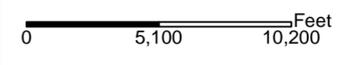


CITY OF CASPER  
200 N DAVID ST  
CASPER WY 82601



All data, information, and maps are provided without warranty or any representation of accuracy, timeliness of completeness even though the City of Casper has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.

SCALE : 1 inch equals 5,000 feet



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

AN ORDINANCE AMENDING CERTAIN SECTIONS OF  
CHAPTER 10.88 OF THE CASPER MUNICIPAL CODE,  
PERTAINING TO TRUCK TRAFFIC.

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

Section 1:

That a new paragraph D of Section 10.88.030 of the Casper Municipal Code shall be created to read as follows,

- D. GOVERNMENT MAINTENANCE VEHICLES. THE OPERATION OF  
GOVERNMENT MAINTENANCE VEHICLES UPON ANY STREET IN THE CITY.

Section 2:

That a new paragraph C of Section 10.88.060 of the Casper Municipal Code shall be created to read as follows,

- C. ROUTES FOR CONSTRUCTION AS DESIGNATED BY THE CITY ENGINEER. THE  
CITY ENGINEER MAY APPOINT A TRUCK ROUTE AS PART OF CONSTRUCTION  
SITE PLANS OR CONSTRUCTION ACTIVITIES.

Section 3:

That paragraph B of Section 10.88.080, shall be amended to read as follows:

- B. Intracity Routes Truck routes traversing the intra-city which serve to provide the most direct route to destination points inside the city:
1. SOUTH Beech Street, from EAST First Street to EAST Second Street;
  2. SOUTH Beverly Street, from East Yellowstone Highway to ~~Twelfth Street~~  
EAST FIFTEENTH STREET;
  3. NORTH Center Street, from West First Street to Interstate 25;
  4. WEST Collins Drive, from WEST Thirteenth Street to ~~Kimball~~ SOUTH  
POPLAR Street;
  5. ~~Durbin Street, from First Street to Second Street;~~
  - 6.5. East Second Street, from ~~Durbin~~ SOUTH BEECH Street to ~~Southeast Wyoming~~  
~~Boulevard~~ HAT SIX ROAD;
  - 7.6. East Yellowstone Highway, from ~~Kimball~~ EAST FIRST-Street to Beverly Street;
  - 8.7. Highway 220/CY Avenue, from Southwest Wyoming Boulevard to EAST  
Twelfth Street;
  9. ~~Jackson Street, from east First Street to East Yellowstone Highway;~~
  10. ~~Kimball Street, from Collins Drive to East Yellowstone Highway;~~
  11. 8. SOUTH McKinley Street, from East First Street to East Thirteenth  
Street;
  - 12.8. SOUTH Poplar Street, from Southwest Wyoming Boulevard to West First Street;

- 13.10. All of West and East First Street, from SOUTH Poplar Street to ~~Jackson~~ SOUTH MCKINLEY Street;
- 14.11. West and East Thirteenth Street, from Southwest Wyoming Boulevard to SOUTH McKinley Street;
- 15.12. West and East Twelfth Street, from CY Avenue to Southeast Wyoming Boulevard.
13. EAST FIFTEENTH STREET FROM BEVERLY STREET TO WYOMING BOULEVARD.

Section 5:

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

PASSED on 1st reading the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 10, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: A Resolution to submit a consolidated annual boundary and annexation survey (BAS) to the U.S. Census Bureau, and authorizing the City of Casper to act as the submitting entity.

Recommendation:

That Council, by resolution, authorize the City of Casper to submit a consolidated annual boundary and annexation survey (BAS) to the U.S. Census Bureau, and authorizing the City of Casper to act as the submitting entity.

Summary:

The US Census Bureau requires an annual update from each municipality as to changes to its municipal boundaries. This annual update is referred to as the Boundary and Annexation Survey (BAS). The BAS involves the reporting of both annexations and de-annexations, either of which may change the municipal boundary. With the creation of the regional GIS, this information is now in a readily available format for all of Natrona County, including the City of Casper, Town of Bar Nunn, Town of Edgerton, Town of Evansville, Town of Midwest, and Town Mills. In the past, each entity made individual submissions to the Census Bureau; however, it would be more expedient and a better utilization of available resources to consolidate the data for all of Natrona County, and submit it via the regional GIS. In order to obtain permission from the Census Bureau to submit consolidated data, a formal request must be submitted by August 1, 2013. In that the City of Casper typically has the most changes to its municipal boundary in an average year, it is anticipated that the City will take the lead in consolidating the data from the different entities and submit it to the Census Bureau.

A resolution has been prepared for Council's consideration.

RESOLUTION NO. 13-185

A RESOLUTION TO SUBMIT A CONSOLIDATED ANNUAL BOUNDARY AND ANNEXATION SURVEY (BAS), FOR THE U.S. CENSUS BUREAU AND AUTHORIZING THE CITY OF CASPER TO ACT AS THE SUBMITTING (BAS) ENTITY

WHEREAS, at the present time each of the following entities, City of Casper, Town of Bar Nunn, Town of Edgerton, Town of Evansville, Town of Midwest, Town of Mills and Natrona County make individual submissions for the (BAS); and,

WHEREAS, the Natrona Regional Geospatial Cooperative includes parcel data and corporate limits for all of the entities in Natrona County; and,

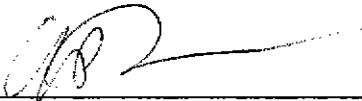
WHEREAS, it is efficient, and in the best interest of the City of Casper, Town of Bar Nunn, Town of Edgerton, Town of Evansville, Town of Midwest, Town of Mills and Natrona County to participate in the Consolidated Boundary and Annexation Survey in order to provide the most accurate information concerning each entity's corporate boundaries; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the City of Casper's participation in the Consolidated Boundary and Annexation Survey, with the City of Casper acting as the lead agency in coordinating the yearly-required, joint submittal.

BE IT FURTHER RESOLVED: That upon passage and execution of this resolution in accordance with law, this resolution shall be filed with the office of the Natrona County Clerk.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



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ATTEST:

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V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Kenyne Schlager  
Mayor

July 10, 2013

MEMO TO: John C. Patterson, City Manager  
FROM: Liz Becher, Community Development Director  
SUBJECT: PUD (Planned Unit Development) site plan approval for the proposed Cobblestone Family Apartments.

Recommendation:

That Council, by resolution, approve the PUD (Planned Unit Development) site plan for the Cobblestone Family Apartments on Lot 1, Cobblestone Addition, generally located north of CY Avenue, and west of Paradise Drive.

Summary:

Cobblestone 2006 Limited Partnership has applied for PUD site plan approval for the construction of a fifty-two (52) unit apartment complex, located on Lot 1, Cobblestone Addition, generally north of CY Avenue and west of Paradise Drive. A site plan was approved in 2007 for this site, for a total of forty-eight (48) apartment units; however, the project was never constructed, and the site plan expired after three (3) years.

The subject property is zoned PUD, and is surrounded by property zoned the same to the south; properties zoned R-2 (One Unit Residential) to the north and west; and property zoned C-2 (General Business) to the east. The subject property is approximately 3-acres in size. The site plan shows five (5) apartment buildings and one (1) community building. Four (4) of the apartment buildings will be two (2) stories in height, and one is proposed to be three (3) stories. The site plan shows a total of thirty-four (34) percent of the site as landscaping/open-space, including an asphalt basketball court and a tot-lot (playground), which exceeds the City's minimum open-space requirement of twenty (20) percent. The site plan is being proposed with a density of 17.5 dwelling units per acre. Pursuant to Section 17.52.040 of the Casper Municipal Code, the maximum allowable density for this PUD is twenty-four (24) units per acre. The maximum building height allowed in a PUD is forty (40) feet, and the only 3-story building that is being proposed is approximately thirty-six (36) feet, measured at the peak. To meet the City's minimum parking requirement of 1.21 parking spaces per dwelling unit, the project is required to provide a minimum of sixty-three (63) spaces. The site plan shows a total of eighty-one (81) parking spaces provided, including five (5) handicap accessible spaces.

It is generally preferable to have at least two (2) points of access for most developments; however, the site plan is being proposed with a single point of access, located at the northeast end of the site, because that location is the only street frontage available to the

development. The access driveway through the apartment development is proposed to be a one-way driveway, with a width of twenty (20) feet. The Fire Department has reviewed the site plan, and finds that it meets their access requirements; however, they have requested four (4) fire hydrants throughout the site. In the hydrant locations, they have requested a minimum of twenty-six (26) feet of aisle width to accommodate their fire vehicles.

One challenge in developing this site is the topography, which slopes generally northwest toward the adjacent established neighborhood. A stormwater detention area has been provided in the northwest corner of the site; however, in that there is no available downstream outlet for the stormwater, a pump will be required to carry the water off-site, most likely to Paradise Drive. Although a drainage study has been submitted, staff has requested supplemental information on the specifics of how stormwater will be handled. A traffic study has been completed for the project. The study recommended that a northbound left turn lane be installed on Paradise Drive. Staff has included a recommended condition of approval that requires the developer, at its cost, to create the left turn lane. The paving width appears to be adequate, so the creation of a turn lane will most likely involve a simple re-striping of the asphalt in that location.

The Planning and Zoning Commission approved the site plan at their regular public hearing on June 25, 2013 with six (6) conditions:

1. Any exterior lighting shall be designed to reduce off-site glare and light pollution. All exterior fixtures shall be full cutoff, and directed downward. Pursuant to the Casper Municipal Code, no light pole may be taller than 30 feet in height.
2. Prior to final approval of the site plan by the City Council, a drainage study shall be submitted to the City Engineer for review and approval.
3. Water and sewer easements shall be provided, in a form acceptable to the City prior to the issuance of a Certificate of Occupancy for any of the structures.
4. Prior to the issuance of a Certificate of Occupancy for any of the structures, the site shall comply with all Fire Department minimum requirements including, but not limited to, the provision of four (4) fire hydrants in approved locations on the site and twenty-six (26) foot wide aisles adjacent to said hydrants.

5. The applicant, at its cost, shall create a northbound center turn lane on Paradise Drive to City specifications, per the recommendation of the traffic study.
6. The applicant, at its cost, shall construct a detached, standard City sidewalk along Paradise Drive, as shown on the site plan. In addition, the applicant shall install deciduous shade street trees in the right of way, between the sidewalk and the street, at a maximum spacing interval of forty (40) feet on center, pursuant to Appendix B, of Title 17 of the Casper Municipal Code. Said trees shall be irrigated, and shall be maintained in perpetuity.

Staff received one (1) letter of opposition to the site plan, citing concerns about traffic on Paradise Drive. The applicants held a neighborhood meeting to inform the surrounding property owners of the project prior to the Planning and Zoning Commission public hearing. According to the applicant, there were twenty (20) to thirty (30) people in attendance at the neighborhood meeting. There were no public comments either for or against the project at the Planning and Zoning Commission public hearing.

A resolution and a site plan agreement have been prepared for Council's consideration.

# COBBLESTONE FAMILY APARTMENTS



**Legend**  
■ Subject Property



COBBLESTONE FAMILY APARTMENTS  
SITE PLAN AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and Cobblestone 2006 Limited Partnership, a Wyoming Limited Partnership, 4110 Eaton Avenue, Suite A, Caldwell, Idaho 83607, hereinafter designated as "Owner."

WHEREAS, Owner has applied for PUD (Planned Unit Development) site plan approval for the construction of a fifty-two (52) unit apartment complex, consisting of four (4) two-story apartment buildings, one (1) three-story apartment building, and a one-story community building, located on Lot 1, Cobblestone Addition; and,

WHEREAS, pursuant to Section 17.12.150 of the Casper Municipal Code, the Owner is required to submit a site plan prior to the construction of said apartment complex, which requires the approval of the Planning and Zoning Commission and the City Council; and,

WHEREAS, a copy of the site plan, "Cobblestone Family Apartments," (Sheets A1.0, L1.0, A4.1, C1.20, C1.30), is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth; and,

WHEREAS, a copy of the exterior lighting cut sheets, "Lithonia Lighting," (four (4) pages), is attached hereto as Exhibit "B," and is incorporated herein at this point as if fully set forth; and,

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. All on-site lighting shall be designed to reduce off-site glare and light pollution (Exhibit B). All exterior lighting fixtures, shall be shielded (full cutoff). Pursuant to the Casper Municipal Code, no light pole shall be taller than thirty (30') feet in height.
- B. Owner shall provide water and sewer easements, in a form acceptable to the City prior to the issuance of a Certificate of Occupancy for any structures.
- C. Prior to the issuance of a Certificate of Occupancy for any structures, Owner shall install fire hydrants on the site, in locations approved by the Casper Fire Department. Preliminary estimates indicate that a minimum of four (4) hydrants shall be installed to serve the apartment complex. However, Owner shall install

the actual number of hydrants required by the Casper Fire Department after the final design is complete. Twenty-six (26) foot wide aisles shall be provided adjacent to all hydrants.

- D. Owner shall, at its sole cost and expense, create a northbound left turn lane on Paradise Drive to City standard specifications, per the recommendation of the traffic study.
- E. Owner shall, at its cost, construct a detached, standard City sidewalk along Paradise Drive, as shown on the site plan (Exhibit A). In addition, owner shall install deciduous shade trees in the right-of-way, between said sidewalk and the street, at a maximum spacing interval of forty (40) feet on center, pursuant to Appendix B, of Title 17 of the Casper Municipal Code. Said trees shall be irrigated, and shall be maintained by Owner in perpetuity.

## II. OBLIGATIONS OF THE OWNER:

Upon written demand of the Council or the City Manager, the Owner, at its sole cost and expense, shall do, or cause to be done, the following:

- A. The Owner shall landscape the property in keeping with the site plan, and shall comply with the following landscaping requirements:
  - 1. Landscape and beautify the areas identified on the landscaping plan.
  - 2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
  - 3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
  - 4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved landscaping plan. The landscaping requirements shall not be applied to the owner of vacant property until such time as an active commercial or residential use is established on that property.
  - 5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may

request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owner's request for an extension, which shall not exceed six (6) months. Once an extension is granted, the building official may issue a Certificate of Occupancy for the structure.

6. In the case of an extension granted by the Community Development Director for the installation of landscaping, the Owner is required to post, with the City, a performance security in the form of a bond, cash, letter of credit, or other form acceptable to the City, and otherwise comply with the "Performance Security" section of Title 17, Appendix B of the Casper Municipal Code. The posted amount shall be in an amount of no less than one-hundred twenty five percent (125%) of an itemized estimate prepared by a landscape architect or professional landscaping contractor, for all landscaping material and installation costs necessary to comply with the approved landscaping plan. The Community Development Director shall have the discretion to determine if the amount of the itemized estimate is reasonable, and may request subsequent written estimates to verify the accuracy and validity of the original estimate.
- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will be determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this Agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon demand by the City. The City shall release the security one year following the date of final completion of implementation of best management

practices on the construction site, or as determined by the City Manager or his designee.

- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section for parking and alley surfaces shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of grading W base course. The minimum pavement section for street sections, in accordance with the collector street classification in Chapter 16.16 of the Casper Municipal Code, shall be three inch (3") asphaltic concrete surface over three inches (3") of asphaltic binder course over eight inches (8") of grading "W" base. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.
- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.
- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled "Minimum Standards for Commercial Sanitation Container Facility" dated March 2002, or "Minimum Standards for Double Bin Commercial Sanitation Facilities." Alternately, upon approval by the City Sanitation Department, other designs may be accepted.
- H. All public improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- I. The Owner shall maintain, repair, and replace, if necessary, the water and sewer system improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said water and sewer mains and appurtenances dedicated to the public. In the event the

Owner fails to maintain, repair, or replace said improvements, City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

- J. Curb boxes shall be left at the water main easement lines in front of each building and the Owner shall protect, during the subsequent course of developing the Development, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving and/or landscaping work is completed in the Development.
- K. The Owner shall construct the necessary water mains up to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water main sizes shall be as determined by the City.
- L. The Owner, at its cost, shall install water service lines in accordance with City specifications to the easement lines so as to serve each building site in the Development.
- M. The Owner shall construct the necessary sewer mains to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer main sizes shall be as determined by the City.
- N. The Owner, at its own cost, shall install sewer service lines, in accordance with City specifications, to each building site in the Development.
- O. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer main, and shall be solely responsible for repair or replacement to the City's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Development by the Owner, and said obligation shall continue until the sewer line and the system within the Development is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the

event of damage by reason of future sewer construction within said Development.

- P. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- Q. All necessary water and sewer easements, in forms acceptable to the City, up to and through the Development shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water mains, sewer mains, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.
- R. Easements for all off-site utilities must be provided prior to application for a permit to construct being made to City.
- S. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including, but not limited to, all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
- T. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the City.
- U. In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction of improvements to be owned by the City (water and sewer system improvements) and for the

warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.

- V. The Owner shall provide financial security as provided herein in order to assure that the required water distribution systems, and sewerage collection systems and any other required public improvements, as outlined in the Site Plan Agreement, are constructed in compliance with the City's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent (100%) of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.
  
- W. A project may be constructed without financial security as otherwise required herein provided that the Owner/subdivider submits to the City a bonded Agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the Subdivision Agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.
  
- X. In the event the Owner elects to construct a project without a bonded Agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded Agreement between the Owner and the Contractor as set forth in subsection (A)(2) of this section shall be provided to the City.
  
- Y. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty

period. The financial security during the warranty period shall be in the amount of twenty percent (20%) of the total construction costs of such improvements. This financial security for the warranty period of eighteen (18) months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.

**Z. Forms of Financial Security.**

1. Financial security may be provided in one of the following forms:

- a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the City;
- b. Cash;
- c. Surety bonds on forms provided by the City;
- d. Unconditional letter of credit subject to the laws and courts of the State of Wyoming in a form approved by the City.

AA. The Owner's engineering consultant shall provide actual construction costs to the City for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include water and sewer lines, as outlined in the Development's drawings and specifications.

BB. The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the Owner/developer within ten (10) calendar days.

**III. OBLIGATIONS OF THE CITY:**

The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this Agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

IV. REMEDIES:

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this contract in an expeditious manner, the City may at its option, do any or all of the following:

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- D. Governing Law and Venue: Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

E. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

APPROVED AS TO FORM:

Wade Truax

WITNESS:

CITY OF CASPER, WYOMING

By: \_\_\_\_\_

\_\_\_\_\_  
Kenyne Schlager  
Mayor

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

OWNER  
Cobblestone 2006 Limited Partnership, a  
Wyoming Limited Partnership

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: Wade Truax

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Secretary of Board of General Partner

ACKNOWLEDGEMENT

STATE OF WYOMING )  
 )ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Kenyne Schlager, as Mayor of the City of Casper, Wyoming, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESS my hand and official seal.

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

My Commission Expires:

ACKNOWLEDGEMENT

IDAHO  
STATE OF ~~WYOMING~~ )  
 )ss.  
COUNTY OF ~~NATRONA~~ )

The foregoing instrument was acknowledged before me by Bill Taux, as Secretary for Cobblestone 2006 Limited Partnership, a Wyoming Limited Partnership, this 9<sup>th</sup> day of July, 2013.

WITNESS my hand and official seal.

Vickie Ensley  
Notary Public

My Commission Expires: 9/25/14

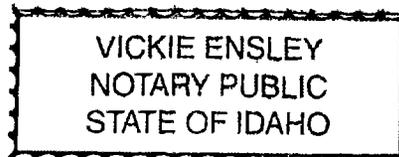
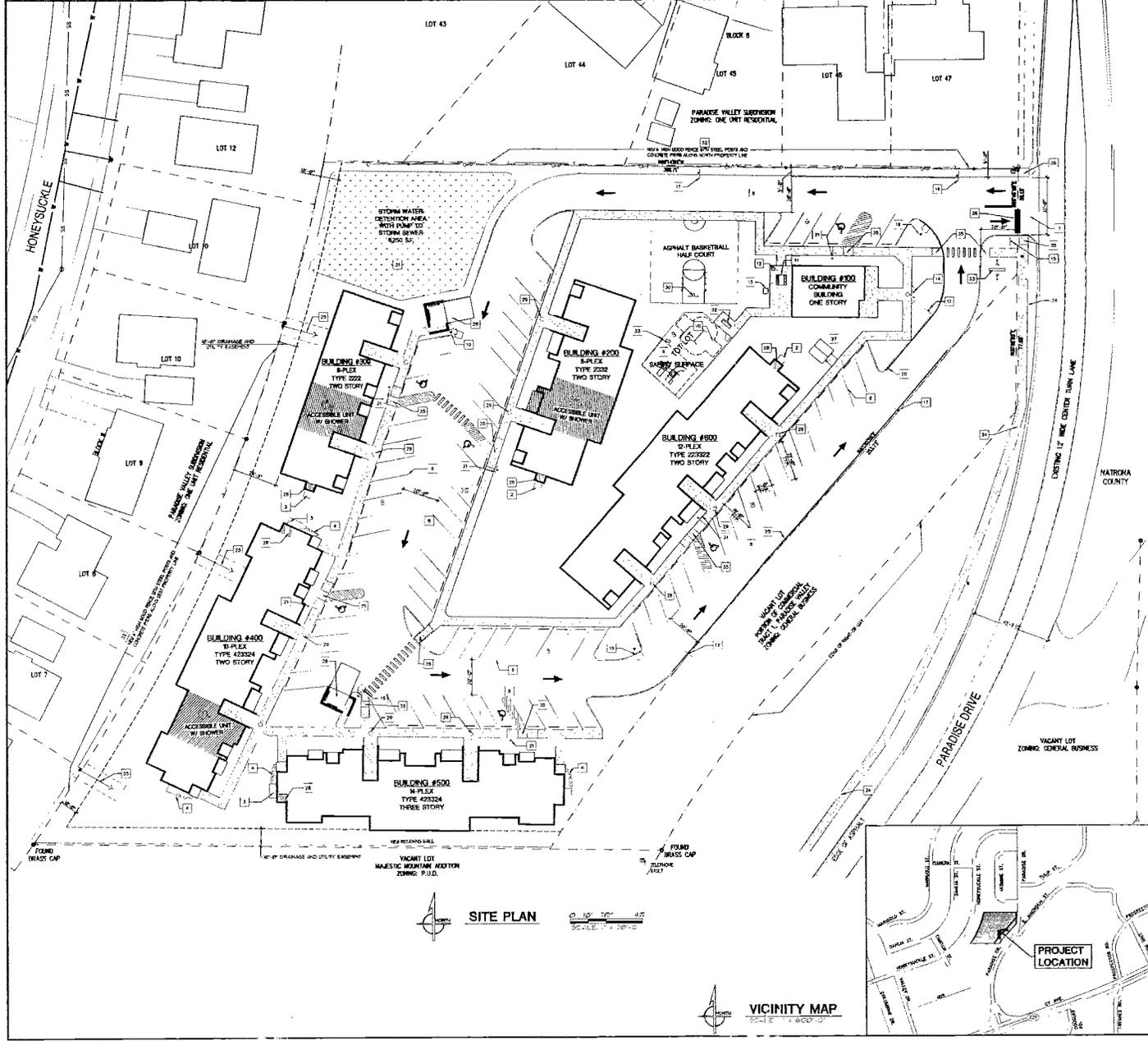


EXHIBIT  
A  
1 of 5



**SITE PLAN**  
SCALE: 1/4" = 10'-0"

**VICINITY MAP**  
SCALE: 1/8" = 100'-0"

- KEYNOTES**
1. NEW CONCRETE APPROACH SEE CIVIL
  2. 4"-0" LONG x 4"-0" DEEP x 4" THICK CONCRETE SLAB w/ THICKENED EDGE PER 8/205
  3. 8"-0" LONG x 4"-0" DEEP x 4" THICK CONCRETE SLAB w/ THICKENED EDGE PER 8/205
  4. 1/2" DIA. FIRE CAST CONC. WALKING PAIS. TYPICAL
  5. FINISH FLOOR SEE LANDSCAPE
  6. 4" WIDE PARKING STRIPING @ 5'-0" O.C. TYPICAL
  7. PAINTED CHORDWALK, 5'-0" LONG x 12" WIDE STRIPS @ 30' O.C.
  8. ASPHALT FINISHING SEE CIVIL
  9. WOOD CHIP PLAYGROUND SURFACE MATERIAL UN# 4" DEEP
  10. PLAYGROUND EQUIPMENT SEE SPECIFICATIONS
  11. FINISH TABLE
  12. TRASH RECEPTACLE
  13. FEDERAL GRILL
  14. (3) FLAGPOLES SEE A/205
  15. SIGN "TRIP"
  16. SIGN "ALL ROADS ARE FIRE LANES"
  17. SIGN "NO PARKING FIRE LANE"
  18. FIRE HYDRANT SEE CIVIL
  19. CONC. LIGHT POLE BASE SEE ELECTRICAL
  20. FIRE LANE STRIPING PAINT TOP & FACE OF CONC. CURB W/ FOR LETTERS INDICATED BY CASPER'S MARKING
  21. ACCESSIBLE PARKING STALL SIGN SEE DETAIL A/207
  22. PARK BENCH SURFACE MOUNTED. (1) PROJECT TOTAL
  23. STONE MOUNTMENT SIGN WITH GROUND MOUNTED LIGHTING SEE A/209
  24. DRAINAGE SHALE SEE CIVIL
  25. EXISTING PUMP LINE SEE CIVIL
  26. (2) 1/2" WASH DISCLOSURE 1/2" x 1/2" x 15' CONCRETE APPROACH PAD
  27. (2) 1/2" WOOD STORAGE UNITS WITH 1/2" WIDE x 2" HIGH OVERHEAD DOOR. SEE CONSTRUCTION MOUNTED ROOF, SIGNING & TRAIL TO MATCH BUILDINGS ON 4" CONC. SLAB w/ THICKENED EDGE OVER 4" COMPACTED GRAVEL
  28. FIRE SPRINKLER RISER ROOM
  29. PROJECT LOGS STORED IN CONCRETE SHELTER TYPICAL OF (1) AT EACH BUILDING & (2) AT COMMUNITY BUILDING
  30. BASKETBALL POLE, BACKBOARD, HOOP AND NET. SEE SPEC'S
  31. DETENTION POND LANDSCAPE AREA. SEE CIVIL
  32. 1/2" DIA. CARVED OAK FINISH ON NORTH AND WEST SIDE OF PROPERTY
  33. 6" HIGH CHAIN LINK FENCE AROUND PLAY AREA
  34. NEW 3" CONCRETE SIDEWALK
  35. NEW 6" CONCRETE CURB RAMP
  36. NEW 6" DIA. AND DOUBLE YELLOW LINES PER CITY OF CASPER STANDARDS

**LEGEND**

NUMBER CORRESPONDS TO CITY OF CASPER SITE PLAN SYMBOLS

- CONCRETE CURB & GUTTER. SEE CIVIL
- 4" THICK CONCRETE FINISHING w/ THICKENED EDGE PER 8/205. PROVIDE CONTROL JOINTS @ MAX. 12'-0" O.C. ON MAX. 100 SF.
- 4" THICK CONCRETE SIDEWALK w/ THICKENED EDGE PER 8/205. PROVIDE CONTROL JOINTS @ MAX. 5'-0" O.C.
- WOOD CHIP PLAYGROUND SURFACE MATERIAL

**SITE RECAP**

|                                  |                 |             |
|----------------------------------|-----------------|-------------|
| TOTAL AREA                       | 128,800 S.F.    | 2.98 ACRES  |
| NUMBER OF BUILDINGS              | 5               |             |
| NUMBER OF UNITS                  | 122             |             |
| DENSITY                          | 0.95 UNITS/ACRE |             |
| PARKING SPACES REQUIRED 5% (MIN) | 78 TOTAL        |             |
| ACCESSIBLE SPACES REQUIRED       | 5               |             |
| PARKING SPACES PROVIDED          | 81 TOTAL        |             |
| STANDARD                         | 78              |             |
| ACCESSIBLE                       | 3               |             |
| BUILDING COVERAGE                | 42,218 S.F.     | 34% OF SITE |
| LANDSCAPE AREA                   | 43,588 S.F.     | 34% OF SITE |
| PAVING/CONCRETE                  | 38,400 S.F.     | 30% OF SITE |
| AREA                             | 326 S.F.        |             |
| BUILDINGS HEIGHT TO PEAK OF ROOF | 16'-0"          |             |
| ONE STORY                        | 100 S.F.        |             |
| TWO STORY                        | 27'-0"          |             |
| THREE STORY                      | 36'-0"          |             |

**UNIT MIX**

|                       |                    |                    |
|-----------------------|--------------------|--------------------|
| (1) 4 BEDROOM T/W     | 1,367 S.F.         | 5,488 S.F.         |
| (14) 3 BEDROOM FLAT   | 1,052 S.F.         | 14,728 S.F.        |
| (13) 2 BEDROOM FLAT   | 886 S.F.           | 10,518 S.F.        |
| <b>52 TOTAL UNITS</b> | <b>1,905 S.F.</b>  | <b>30,734 S.F.</b> |
| COMMUNITY BLDG.       | 837 S.F.           | 837 S.F.           |
| STORAGE BLDG.         | 100 S.F.           | 100 S.F.           |
| <b>TOTAL</b>          | <b>31,297 S.F.</b> |                    |

**LEGAL DESCRIPTION**  
LOT 1, COBBLESTONE ADDITION  
ZONING: PLANNED UNIT DEVELOPMENT

**GENERAL NOTES**

1. SEE LANDSCAPE PLAN FOR GROUND SURROUND
2. SEE CIVIL GRADING PLAN FOR CONTAINERS
3. SEE DRAINAGE STUDY PREPARED BY CEM FOR SURFACE DRAINAGE REQUIREMENTS
4. SEE GEOTECHNICAL REPORT PREPARED BY TERRACON FOR PARKING DESIGN
5. SEE TRAFFIC STUDY BY JACOBS ENGINEERING FOR TRAFFIC COLLECTION ANALYSIS

**HUTCHISON SMITH ARCHITECTS**  
ARCHITECTS  
1000 N. 10TH ST., SUITE 100, CASPER, WY 82401  
(307) 234-1111

PROJECT: 19-008  
FILE: 1908\_008  
DATE: 1/7/2020  
DRAWN BY: [Name]  
REVISIONS:

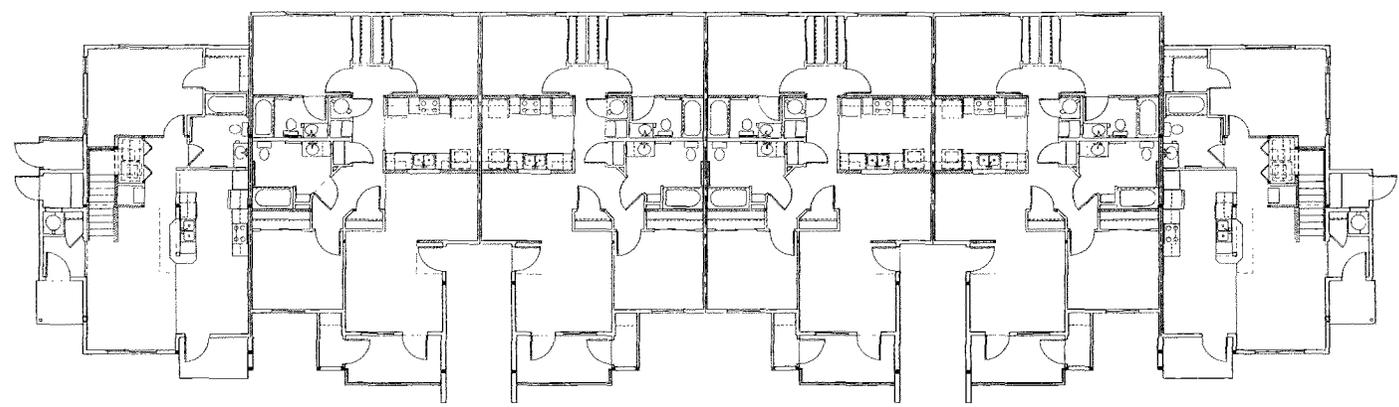
COBBLESTONE LIMITED PARTNERSHIP  
COBBLESTONE FAMILY APARTMENTS  
PARKING DRIVE  
ARCHITECTURAL SITE PLAN

SHEET NO.  
**A1.0**





① FRONT ELEVATION 14 PLEX  
Scale: 3/8" = 1'-0"



② 14 PLEX FLOOR PLAN (433334)  
Scale: 1/8" = 1'-0"

**HSA** HUTCHISON  
SMITH  
ARCHITECTS  
13700 131st St., Suite 100, Edmonds, WA 98149  
(206) 771-1111

PROJECT: NEW CONCEPT  
FILE: 14 PLEX.Dwg  
DATE: MAY 14, 2015  
DRAWN: RJM  
REVISIONS:

COBBLESTONE FAMILY APARTMENTS  
COBBLESTONE APARTMENTS  
14 PLEX - FRONT ELEVATION & FIRST FLOOR PLAN

SHEET NO.  
**A4.1**





## FEATURES & SPECIFICATIONS

**INTENDED USE** – Ideal for parking areas, street lighting, walkways and car lots.

**CONSTRUCTION** – Rugged, die-cast, soft corner aluminum housing with 0.12" nominal wall thickness. Die-cast door frame has impact-resistant, tempered, glass lens that is fully gasketed with one-piece tubular silicone.

Finish: Standard finish is dark bronze (DDB) polyester powder finish, with other architectural colors available.

**OPTICS** – Anodized, aluminum reflectors: IES full cutoff distributions R2 (asymmetric), R3 (asymmetric), R4 (forward throw) and RSS (square) are interchangeable. High-performance anodized, segmented aluminum reflectors IES full cutoff distributions SR2 (asymmetric), SR3 (asymmetric) and SR4SC (forward throw, sharp cutoff). High-performance reflectors attach with tool-less fasteners and are rotatable and interchangeable.

**ELECTRICAL** – Ballast: High pressure sodium: 70-150W is high reactance, high power factor. Constant wattage autotransformer for 200-400W. Metal halide: 70-150W is high reactance, high power factor and is standard with pulse-start ignitor technology. "SCWA" not required. Constant wattage autotransformer for 175-400W. Super CWA (pulse start ballast), 88% efficient and EISA legislation compliant, is required for metal halide 151-400W (SCWA option) for US shipments only. CSA, NOM or INTL required for probe start shipments outside of the US. Pulse-start ballast (SCWA) required for 200W, 320W, or 350W. Ballast is 100% factory-tested.

Socket: Porcelain, horizontally oriented medium base socket for 70-150M. Mogul base socket for 175M and above, and 70-400S, with copper alloy, nickel-plated screw shell and center contact. UL listed 1500W, 600V.

**LISTINGS** – UL Listed (standard). CSA Certified (see Options). UL listed for 25°C ambient and wet locations. IP65 rated in accordance with standard IEC 529.

**WARRANTY** — 1-year limited warranty. Complete warranty terms located at [www.acuitybrands.com/CustomerResources/Terms\\_and\\_conditions.aspx](http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx)

Note: Specifications subject to change without notice.

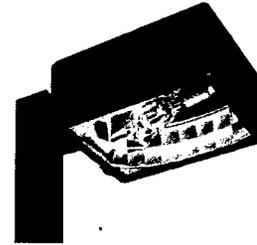


|                |  |
|----------------|--|
| Catalog Number |  |
| Notes          |  |
| Type           |  |



Soft Square Lighting

# KAD



*Specifications*

EPA: 1.2 ft.<sup>2</sup>  
\*Weight: 35.9 lbs (16.28 kg)

Length: 17-1/2 (44.5)

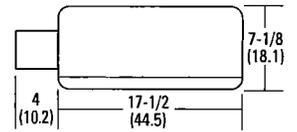
Width: 17-1/2" (44.5)

Depth: 7-1/8 (18.1)

All dimensions are inches (centimeters) unless otherwise specified.

\*Weight as configured in example below.

METAL HALIDE: 70-400W  
HIGH PRESSURE SODIUM: 70-400W  
20' TO 35' MOUNTING



**ORDERING INFORMATION**

For shortest lead times, configure product using **bolded options**.

**Example:** KAD 400M R3 TB SCWA SPD04 LPI

| KAD | Wattage            |                     |                                   | Distribution         |  | Voltage | Ballast                                  |   | Mounting <sup>12</sup>                 |   |            |
|-----|--------------------|---------------------|-----------------------------------|----------------------|--|---------|--|---|--|---|------------|
|     | Series             | Metal halide        | High pressure sodium <sup>1</sup> | Ceramic metal halide | Standard reflectors                    |         | High performance reflectors <sup>8</sup> | (blank)   | Magnetic ballast                       | Ships in fixture carton                   | Arm length |
| KAD | 70M <sup>1,2</sup> | 250M <sup>4</sup>   |                                   | R2                   | IES type II asymmetric <sup>7</sup>    | SR2     | IES type II asymmetric <sup>7</sup>      | CWI   | Contant wattage isolated <sup>11</sup> | SPD ___ Square pole                       | 04 4" arm  |
|     | 100M <sup>1</sup>  | 320M <sup>4</sup>   | 70S                               | R3                   | IES type III asymmetric <sup>7</sup>   | SR3     | IES type III asymmetric <sup>7</sup>     | <b>Pulse Start</b>  |  | RPD ___ Round pole                        | 06 6" arm  |
|     | 150M               | 350M <sup>4,6</sup> | 100S                              | R4                   | IES type IV forward throw <sup>7</sup> | SR4SC   | IES type IV forward throw                | SCWA  | Super CWA pulse-start ballast          | WBD ___ Wall bracket                      | 09 9" arm  |
|     | 175M <sup>3</sup>  | 400M <sup>5,6</sup> | 150S                              | RSS                  | IES type V square                      |         |  | NOTE: For shipments to U.S. territories, SCWA must be specified to comply with ESA. |  | WWD ___ Wood or pole wall                 | 12 12" arm |
|     | 200M <sup>4</sup>  |                     | 250S                              |                      |  |         |  |   |  | <b>Ships separately</b> <sup>13,14</sup>  |            |
|     |                    |                     | 400S                              |                      |  |         |  |   |  | DAD12P Degree arm (pole)                  |            |
|     |                    |                     |                                   |                      |  |         |  |   |  | DAD12WB Degree arm (wall)                 |            |
|     |                    |                     |                                   |                      |  |         |  |   |  | WBA Decorative wall bracket <sup>15</sup> |            |
|     |                    |                     |                                   |                      |  |         |  |   |  | KMA Mast arm external fitter              |            |
|     |                    |                     |                                   |                      |  |         |  |   |  | KTMB Twin mounting bar                    |            |

| Options                      |   |       |  | Finish <sup>16</sup>   |                  |        |                           | Lamp <sup>17</sup> |
|------------------------------|---|-------|--|------------------------|------------------|--------|---------------------------|--------------------|
| Shipped installed in fixture |   |       |  | (blank)                | Dark bronze      | DNAXD  | Natural aluminum          | LPI Lamp included  |
| SF                           | Single fuse (120, 277, 347V) <sup>16</sup>        | CSA   | CSA Certified  | DWH                    | White            | DWHXD  | White                     | L/LP Less lamp     |
| DF                           | Double fuse (208, 240, 480V) <sup>16</sup>        | INTL  | Available MH for probe start shipping outside the U.S. | DBL                    | Black            | DDBTXD | Textured dark bronze      |                    |
| PD                           | Power tray <sup>17</sup>                          | REGC1 | California Title 20, effective 1/1/2010                | DMB                    | Medium bronze    | DBLBXD | Textured black            |                    |
| PER                          | NEMA twist-lock receptacle only (no photocontrol) |       | Shipped separately <sup>13</sup>                       | DNA                    | Natural aluminum | DNATXD | Textured natural aluminum |                    |
| QRS                          | Quartz restrike system <sup>18</sup>              | HS    | House side shield                                      | Super Durable Finishes |                  | DWHGXD | Textured white            |                    |
| QRSTD                        | QRS time delay <sup>18</sup>                      | PE1   | NEMA twist-lock PE (120, 208, 240V)                    | DDBXD                  | Dark bronze      |        |                           |                    |
| WTB                          | Terminal wiring block <sup>17</sup>               |       |  | DBLXD                  | Black            |        |                           |                    |

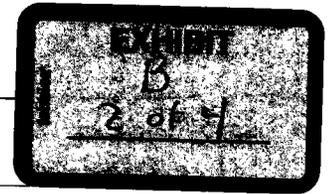
**Accessories: Tenon Mounting Slipfitter (RPxx required.)**  
Order as separate catalog number. Must be used with pole mounting.

| Tenon O.D. | Number of fixtures |          |                       |                       |                       |                       |  |  |
|------------|--------------------|----------|-----------------------|-----------------------|-----------------------|-----------------------|--|--|
|            | One                | Two@180° | Two@90°               | Three@120°            | Three@90°             | Four@90°              |  |  |
| 2-3/8"     | T20-190            | T20-280  | T20-290 <sup>22</sup> | T20-320 <sup>22</sup> | T20-390 <sup>22</sup> | T20-490 <sup>22</sup> |  |  |
| 2-7/8"     | T25-190            | T25-280  | T25-290 <sup>22</sup> | T25-320               | T25-390 <sup>22</sup> | T25-490 <sup>22</sup> |  |  |
| 4          | T35-190            | T35-280  | T35-290 <sup>22</sup> | T35-320               | T35-390 <sup>22</sup> | T35-490 <sup>22</sup> |  |  |

**Notes**

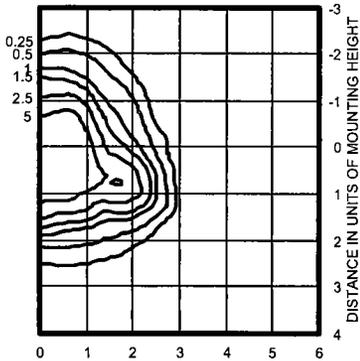
- Not available with SCWA.
- Not available with 480V.
- These wattages do not comply with California Title 20 regulations.
- Must be ordered with SCWA.
- These wattages require the REGC1 option to be chosen for shipments into California for Title 20 compliance. 250M REGC1 in not available in 347 or 480V.
- Reduced jacket ED28 required for SR2, SR3 and SR4SC optics.
- House-side shield available.
- High performance reflectors not available with QRSTD.
- Must specify CWI for use in Canada.
- Optional multi-tap ballast (120, 208, 240, 277V; in Canada: 120, 277, 347V).
- Consult factory for available wattages.
- 9" arm is required when two or more luminaires are oriented on a 90° drilling pattern.
- May be ordered as an accessory.
- Must specify finish when ordered as an accessory.
- Available with SPD04 and SPD09.
- Must specify voltage. N/A with TB.
- Only available with SR2, SR3 and SR4SC optics.
- Max allowable wattage lamp included.
- Prefix with KAD when ordered as an accessory.
- See [www.lithonia.com/archcolors](http://www.lithonia.com/archcolors) for additional color options.
- Must be specified. L/LP not available with MHC.
- Must use RPD09.

# KAD Metal Halide, Arm-mounted Soft Square Cutoff



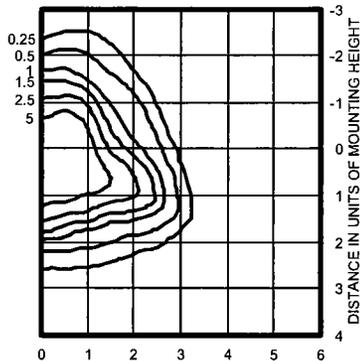
Coefficient of Utilization   
Initial Footcandles 

**KAD 400M R2** Test no. 1193083101P  
**ISOILLUMINANCE PLOT (Footcandle)**



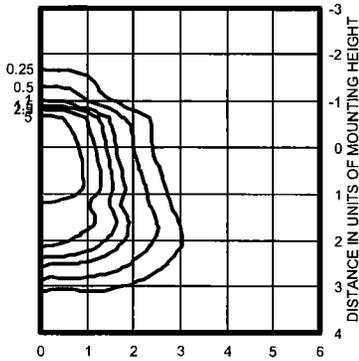
400W pulse start metal halide lamp, rated 38000 lumens. Footcandle values based on 20' mounting height.  
Classification: Type II, Short, Full Cutoff

**KAD 400M R3** Test no. 1192040902P  
**ISOILLUMINANCE PLOT (Footcandle)**



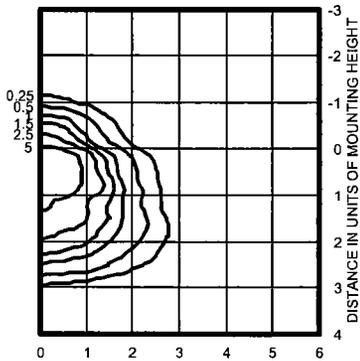
400W pulse start metal halide lamp, rated 38,000 lumens. Footcandle values based on 20' mounting height.  
Classification: Type II, Short, Full Cutoff

**KAD 400M R4** Test no. 1191110101P  
**ISOILLUMINANCE PLOT (Footcandle)**



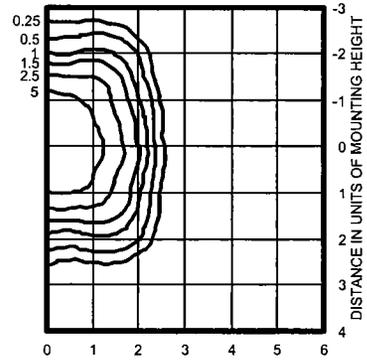
400W pulse start metal halide lamp, rated 38,000 lumens. Footcandle values based on 20' mounting height.  
Classification: Unclassified (Type III, Very Short), Full Cutoff

**KAD 400M R4HS** Test no. 1192061101P  
**ISOILLUMINANCE PLOT (Footcandle)**



400W pulse start metal halide lamp, rated 38,000 lumens. Footcandle values based on 20' mounting height.  
Classification: Unclassified (Type III, Very Short), Full

**KAD 400M RSS** Test no. 1194040801P  
**ISOILLUMINANCE PLOT (Footcandle)**



400W pulse start metal halide lamp, rated 38000 lumens. Footcandle values based on 20' mounting height.  
Classification: Unclassified (Type NC, Very Short), Full Cutoff

**Notes**

- 1 Photometric data for other distributions can be accessed at [www.lithonia.com](http://www.lithonia.com).
- 2 Tested to current IES and NEMA standards under stabilized laboratory conditions. Various operating factors can cause differences between laboratory data and actual field measurements. Dimensions and specifications on this sheet are based on the most current available data and are subject to change without notice.
- 3 For electrical characteristics, consult outdoor technical data specification sheets on [www.lithonia.com](http://www.lithonia.com).

**Mounting Height Correction Factor**

(Multiply the fc level by the correction factor)  
25 ft. = 0.64  
35 ft. = 0.32  
40 ft. = 0.25

$$\left( \frac{\text{Existing Mounting Height}}{\text{New Mounting Height}} \right)^2 = \text{Correction Factor}$$



KAD-M-S

## FEATURES & SPECIFICATIONS

**INTENDED USE**— For building- and wall-mounted applications.

**CONSTRUCTION** — Rugged, die-cast, single-piece aluminum housing. Die-cast door frame has a 1/8" thick tempered glass lens. Door frame is fully gasketed with one-piece solid silicone.

**OPTICS** — Segmented reflectors for superior uniformity and control. Reflectors are interchangeable. Three full cutoff distributions available: FT (forward throw), MD (medium throw) and WT (wide throw).

**ELECTRICAL** — Ballast: 50W-150W utilizes a high reactance, high power factor ballast. Metal halide 150W and below are standard with pulse-start technology. 35S utilizes a reactance high power factor ballast. 175W utilizes a constant-wattage autotransformer ballast. CSA, NOM or INTL required for probe start shipments outside of the US for 175M. Not available 175M SCWA. Ceramic metal halide lamps are recommended for use in applications where superior color rendition, lumen maintenance and longer lamp life are desired. Quick disconnect plug easily disconnects reflector from ballast. Ballasts are 100% factory-tested.

Socket: Porcelain, medium-base socket with copper alloy, nickel-plated screw shell and center contact. UL listed 660W, 600V 4KV pulse rated.

Finish: Standard finish is textured dark bronze (DBBT) corrosion-resistant polyester powder finish. Additional architectural colors are available. Striping is also available.

**INSTALLATION** — Universal mounting mechanism with integral mounting support allows fixture to hinge down. Bubble level provides correct alignment with each installation.

**LISTINGS** — UL Listed (standard). CSA Certified (see Options). Suitable for wet locations (damp location listed in lens-up orientation). WLU option offers wet location listing in up orientation (see Options). IP65 rated. 25°C ambient. ELED: U.S. Patent No. 7,737,640.

**WARRANTY** — 1-year limited warranty. Complete warranty terms located at [www.acuitybrands.com/CustomerResources/terms\\_and\\_conditions.aspx](http://www.acuitybrands.com/CustomerResources/terms_and_conditions.aspx)

Note: Specifications subject to change without notice.

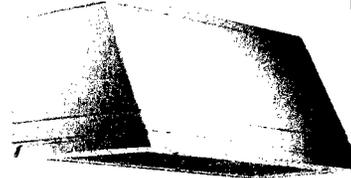


Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

|                |  |
|----------------|--|
| Catalog Number |  |
| Notes          |  |
| Type           |  |

### Decorative Wall-Mounted Lighting

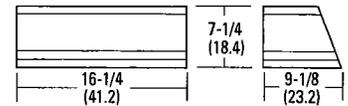
# WST



METAL HALIDE: 50W-175W  
HIGH PRESSURE SODIUM: 35W-150W

#### Specifications

- Length: 16-1/4 (41.2)
- Depth: 9-1/8 (23.2)
- Overall Height: 7-1/4 (18.4)
- \*Weight: 30 lbs (13.6 kg)



All dimensions are inches (centimeters) unless otherwise indicated.

\*Weight as configured in example below.

### ORDERING INFORMATION

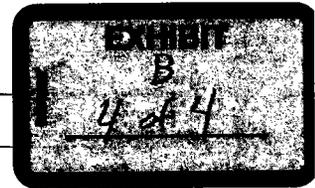
For shortest lead times, configure product using **standard options (shown in bold)**.

**Example: WST 100M FT TB LPI**

| WST Series | Wattage/source              | Distribution                | Voltage                            | Ballast               | Mounting  | Options   |
|------------|-----------------------------|-----------------------------|------------------------------------|-----------------------|---|---|
| WST        | <b>High pressure sodium</b> | <b>Ceramic metal halide</b> | FT Forward throw                   | 120                   | (blank) Magnetic ballast                        | <b>Shipped installed in fixture</b>                                     |
|            | 35S <sup>1</sup>            | 50M                         | MD Medium throw (coated lamp std.) | 208 <sup>2</sup>      | CWI Constant wattage isolated                   | SF Single fuse (120, 277, 347V) <sup>8</sup>                            |
|            | 50S                         | <b>70M</b>                  | WT Wide throw                      | 240 <sup>3</sup>      | <b>Pulse Start</b>                              | DF Double fuse (208, 240V) <sup>8</sup>                                 |
|            | 70S                         | <b>100M</b>                 |                                    | 277                   | SCWA Super CSA pulse start ballast <sup>6</sup> | DC12 Emergency circuit 12-volt (35W lamp included) <sup>9</sup>         |
|            | 100S                        | <b>150M</b>                 |                                    | 347                   |   | 2DC12 Emergency circuit 12-volt (two 35W lamps included) <sup>9</sup>   |
|            | 150S                        | 175M <sup>2</sup>           |                                    | <b>TB<sup>4</sup></b> |   | DC2012 Emergency circuit 12-volt (20W lamp included) <sup>9</sup>       |
|            |                             |                             |                                    | 23050HZ <sup>3</sup>  |   | 2DC2012 Emergency circuit 12-volt (two 20W lamps included) <sup>9</sup> |

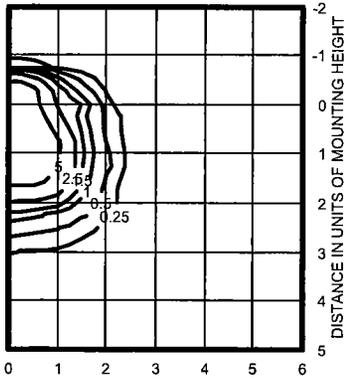
| Options (continued) |   |      |  | Finish <sup>16</sup>                           | Lamp <sup>16</sup> |
|---------------------|---|------|--|--|--------------------|
| ELED                | Emergency LED secondary source battery pack with time delay (-4°F min. operating temperature) <sup>10</sup>               | QRS  | Quartz restrike system <sup>11, 15</sup> | (blank) Dark bronze, textured                  | LPI Lamp included  |
| 2ELED               | Emergency LED secondary source (two modules) battery pack with time delay (-4°F min. operating temperature) <sup>10</sup> | WLU  | Wet location door for up orientation     | DSST Sandstone, textured                       | L/LP Less lamp     |
| DFL                 | Diffusing lens  | CSA  | CSA certified                            | DNAT Natural aluminum, textured                |                    |
| EC                  | Emergency circuit <sup>11, 12</sup>   | NOM  | NOM certified <sup>5</sup>               | DWHG White, textured                           |                    |
| IBS                 | Internal backlight shield <sup>13</sup>   | INTL | International shipment for 175M          | DBLB Black, textured                           |                    |
| PE                  | Photoelectric cell-button type (n/a TB) <sup>14</sup>   |      |  | CRT Non-stick protective coating <sup>17</sup> |                    |
|                     |   |      |  | <b>Super Durable Finishes</b>                  |                    |
|                     |   |      |  | DDBXD Dark bronze                              |                    |
|                     |   |      |  | DBLXD Black                                    |                    |
|                     |   |      |  | DNAXD Natural aluminum                         |                    |
|                     |   |      |  | DWHXD White                                    |                    |
|                     |   |      |  | DDBTXD Textured dark bronze                    |                    |
|                     |   |      |  | DBLBXD Textured black                          |                    |
|                     |   |      |  | DNATXD Textured natural aluminum               |                    |
|                     |   |      |  | DWHGXD Textured white                          |                    |

# WST Metal Halide, High Pressure Sodium Wall Mounted



## WST 150MHC FT LTL11069P

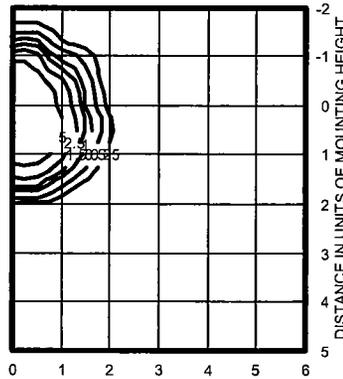
ISOILLUMINANCE PLOT (Footcandle)



150W pulse start metal halide lamp, horizontal lamp orientation Footcandle values based on 12' mounting height, 14000 rated lumens.  
Luminaire Efficiency: 52.9%

## WST 150MHC MD LTL11068P

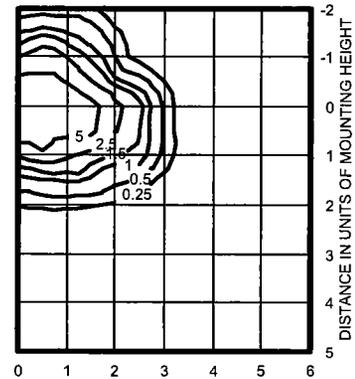
ISOILLUMINANCE PLOT (Footcandle)



150W pulse start metal halide lamp, horizontal lamp orientation Footcandle values based on 12' mounting height, 12500 rated lumens.  
Luminaire Efficiency: 60.2%

## WST 150MHC WT

ISOILLUMINANCE PLOT (Footcandle)



150W pulse start metal halide lamp, horizontal lamp orientation Footcandle values based on 12' mounting height, 14000 rated lumens.  
Luminaire Efficiency: 62.5%

| Lamp                        | Initial lumens | Mounting height |      |      |      |
|-----------------------------|----------------|-----------------|------|------|------|
|                             |                | 10'             | 12'  | 14'  | 16'  |
| <b>Metal Halide</b>         |                |                 |      |      |      |
| 50W MH                      | 3,900          | 0.43            | 0.30 | 0.22 | 0.17 |
| 70W MH                      | 5,500          | 0.62            | 0.43 | 0.31 | 0.24 |
| 100W MH                     | 8,500          | 0.95            | 0.66 | 0.48 | 0.37 |
| 150W MH                     | 12,500         | 1.41            | 0.98 | 0.72 | 0.55 |
| 175W MH                     | 12,800         | 1.44            | 1.0  | 0.73 | 0.56 |
| <b>High Pressure Sodium</b> |                |                 |      |      |      |
| 35W HPS                     | 1,250          | 0.26            | 0.18 | 0.13 | 0.10 |
| 50W HPS                     | 4000           | 0.45            | 0.31 | 0.23 | 0.17 |
| 70W HPS                     | 6,400          | 0.72            | 0.50 | 0.37 | 0.28 |
| 100W HPS                    | 9,500          | 1.07            | 0.74 | 0.54 | 0.41 |
| 150W HPS                    | 16,000         | 1.80            | 1.25 | 0.91 | 0.70 |

| Emergency Option Lamp Compatibility |      |       |        |         |    |      |       |
|-------------------------------------|------|-------|--------|---------|----|------|-------|
| Lamp options                        | DC12 | 2DC12 | DC2012 | 2DC2012 | EC | ELED | 2ELED |
| # of lamps/wattage                  |      |       |        |         |    |      |       |
| 35S                                 | ■    | ■     | ■      | ■       | ■  | ■    | ■     |
| 50S                                 | ■    | ■     | ■      | ■       | ■  | ■    | ■     |
| 70S                                 | ■    | ■     | ■      | ■       | ■  | ■    | ■     |
| 100S                                | ■    | ■     | ■      | ■       | ■  | ■    | ■     |
| 150S                                | ■    | ■     | ■      | ■       | ■  | ■    | ■     |
| 50M                                 | ■    | ■     | ■      | ■       | ■  | ■    | ■     |
| 70M                                 | ■    | ■     | ■      | ■       | ■  | ■    | ■     |
| 100M                                | ■    | ■     | ■      | ■       | ■  | ■    | ■     |
| 150M                                | ■    | ■     | ■      | ■       | ■  | ■    | ■     |
| 175M                                | ■    | ■     | ■      | ■       | ■  | ■    | ■     |

### Notes

- 120V.
- These wattages do not comply with California Title 20 regulations.
- Must specify CWI for use in Canada.
- Optional multi-tap ballast (120, 208, 240, 277V); (120, 277, 347V in Canada; ships as 120V/347V).
- Consult factory for available wattages.
- Available with 150M or 150MHC only.
- May be ordered as an accessory with prefix "WS". Must specify finish.
- Not available with DC options.
- Not available with ELED, SF, DF, EC or QRS.
- Maximum wattage 100M, 70S. Must specify 120V or 277V. Not available with QRS, EC or DC.
- Maximum allowable wattage lamp included.
- Not available with ELED, QRS or DCs.
- Not available with medium throw (MD, MDU, MDUS) distributions.
- Must be ordered with fixture; cannot be field installed.
- Not available with ELED, EC or DCs.
- See [www.lithonia.com/archcolors](http://www.lithonia.com/archcolors) for additional color options.
- Black finish only.
- Must be specified. L/LP not available with MHC.



WST\_M\_S

RESOLUTION NO. 13-186

A RESOLUTION APPROVING A PUD (PLANNED UNIT DEVELOPMENT) SITE PLAN FOR THE COBBLESTONE FAMILY APARTMENTS.

WHEREAS, Cobblestone 2006 Limited Partnership, a Wyoming Limited Partnership, has applied for approval of a PUD (Planned Unit Development) site plan for the construction of a fifty-two (52) unit apartment complex, located on Lot 1, Cobblestone Addition; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on June 25, 2013, a motion recommending that the City Council approve said PUD (Planned Unit Development) site plan, with conditions; and,

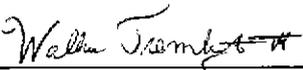
WHEREAS, the governing body of the City of Casper finds that the PUD (Planned Unit Development) Site Plan should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the PUD (Planned Unit Development) site plan.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a site plan Agreement between the City and Cobblestone 2006 Limited Partnership, a Wyoming Limited Partnership.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 16, 2013

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contracts for Professional Services  
Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 13-34

Recommendation:

That Council, by resolution, authorize contracts for professional services with Sustainable Traffic Solutions, Inc. (Sustainable); Drexel, Barrell & Co. (Drexel); and Jacobs Engineering Group, Inc. (Jacobs), related to the development driven Miscellaneous Traffic Studies for Site Plans and Subdivisions, Project No. 13-34, for fiscal year 2014.

Summary:

The City relies on selected traffic engineering consulting firms to prepare traffic engineering studies required for developments exceeding traffic generation potentials as defined by City ordinance. In this manner, the City is better served by identifying qualified traffic engineering specialists that will provide sound, unbiased traffic engineering recommendations. Developers are required to pay for the traffic engineering studies prepared for their individual developments.

Earlier this year, the City solicited Requests for Proposals from engineering firms to conduct traffic engineering studies for fiscal year 2014. Three engineering firms responded and submitted proposals. All three firms are recommended by City staff for Council's consideration to enter into one-year contracts for fiscal year 2014. The three traffic engineering consulting firms are Sustainable, Drexel, and Jacobs. According to City ordinance, developers must pay in full for individual traffic study fees prior to the City's issuing a Notice to Proceed for that study. Following this process, the City pays for the individual study fees in a "pass through" fashion. As a result, no City funding mechanism is needed for these traffic engineering contracts.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Sustainable Traffic Solutions, Inc., 823 West 124th Drive, Westminster, Colorado 80234 ("Consultant").

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

### RECITALS

A. The City is undertaking traffic studies in fiscal year 2014 relating to various site plans and subdivisions in the City of Casper, as well as undertaking various general municipal traffic engineering studies.

B. The project requires professional services for conducting traffic studies for development and general municipal applications.

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

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

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

1. SCOPE OF SERVICES:

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

- A. The Consultant shall conduct various traffic studies over the course of this contract in accordance with Title 16 of the Casper Municipal Code as specifically outlined in Part "B" of Section 16.20.080, "Preparation of Plat – Supporting Materials." A copy of that portion of the code is attached as Exhibit "A".
- B. At such time as the City determines the need for a traffic study for a proposed development or other municipal application, the Consultant shall review the

concepts of the proposed development/application to understand the type of land use proposed. The Consultant shall make necessary reconnaissance of the site to understand the proposed access to the existing street network and identify intersections that may be affected by the proposed development/application.

After reviewing the scope of work and conferencing with City staff on details related to the study production, Consultant shall prepare a Scope of Services accompanied by a fee proposal to complete the traffic study. This Scope of Services and fee shall be reviewed by City staff for completeness and accuracy. If concerning development-related traffic engineering services, once a Scope of Services and a final fee is accepted by the developer and City staff and the developer pays the fee in full to the City of Casper, the Consultant shall commence with work associated with the traffic study upon receipt of a written Notice to Proceed from the City. Likewise, non-development-related traffic engineering studies shall commence upon receipt of a written Notice to Proceed from the City. The fee for each traffic study conducted shall be collectively applied against the upset fee specified within this contract under Section 3: "COMPENSATION", below.

The method of agreement for each traffic study application used under this Contract for Professional Services shall include a written authorization/Notice to Proceed by the City affixed to the agreed to Consultant's proposal for traffic engineering services. It shall be specifically understood that there shall be no change to the agreed to Scope of Services or increase in the agreed to ceiling amount for each traffic study unless approved in writing by the City.

- C. The Consultant shall conference with City staff to discuss the following items related to traffic study productions:
- Identify the study area, including the intersections to be studied and the applicability of Level of Service and/or traffic signal warrant determinations;
  - Determine the traffic data required for the study, including its date and source if the use of existing data is proposed;
  - Review the volume scenarios necessary to study proposed development;
  - Identify meetings with City staff that are necessary; and,
  - Agree on schedule for completion of the study.
- D. Review Development Concepts. The Consultant shall review development concepts to understand the type of development that is being proposed, the street network and access in the area, and the existing development near the site. This review is intended to allow the Consultant to prepare their fee proposal and to begin preparing the traffic study as soon as possible after receipt of a Notice to Proceed issued by the City. During the review of the development concept, Consultant shall look at the following items as they relate to the proposed development:

- Type of land use proposed to estimate the amount of traffic that will be generated by the site;
- Roadway network in the vicinity of the site as well as impacted intersections;
- Roadway geometry adjacent to the site;
- Proposed access to the site and existing access near the site;
- Pedestrian volumes and movements;
- Existing and projected traffic signals in the vicinity of the site; and,
- Potential mitigation measures that may be required by the development.

E. Scoping Meeting with City staff. A scoping meeting will be held between the City and Consultant and others as necessary at the onset of the traffic study production to allow City representatives to transfer their knowledge of the area and concerns about the project to Consultant. In addition, this meeting will allow Consultant to discuss their observations and concerns about the site. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that the Consultant's meeting with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.

Consultant and City will discuss the following items at each scoping meeting:

- Observations from the review of the development concept. Consultant shall discuss with City staff the observations made during the initial review of the development as described above.
- Identify Study Area. Consultant and the City will identify the study area based on the requirements of Section 16.20.080 of the Casper Municipal Code as well as the magnitude and expected impacts of the proposed development.
- Traffic Count and Accident Data. Consultant shall provide a list of traffic count and accident data that are mutually agreed as necessary to complete the project. Traffic and speed counts and accident data shall be provided by the City at no cost to the Consultant. This list request may be forwarded to the City in advance of the meeting to allow the City the maximum amount of time to collect data.
- Required Volume Scenarios. The Consultant shall propose traffic volume scenarios for the study based on the location and development scenario. Section 16.20.080 of the Casper Municipal Code requires a short term volume scenario (existing traffic plus development traffic) and a long term volume scenario (20 year projected volumes plus development traffic). Special situations, such as phased development, require additional scenarios. The Consultant shall attempt to identify these situations and advise the City if they are necessary.
- Identify Necessary Meetings with City Staff. The Consultant and City will identify meetings that will be necessary during the course of the study and schedule dates during the first meeting. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that

the Consultant's meetings with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.

- Proposed Schedule. Consultant understands the necessity of completing a traffic impact study in a timely manner so that the developer knows if this project is feasible from his perspective and so that the City is responsive to the developer. With this in mind, the Consultant shall strive to complete the study as quickly as possible. Consultant and the City will discuss and agree on a schedule for the project.
  - Proposed Fee. Consultant will provide a fee estimate to the City based on the effort required to complete this particular traffic study.
- F. Preliminary Traffic Study. Consultant shall prepare a preliminary study for review and comment by City staff. Following the review, Consultant and the City shall conference to discuss the City's comments and necessary revisions. Submittal of the Preliminary Traffic Study shall be via e-mail.
- G. Final Traffic Study. Following the meeting to discuss the review of the preliminary traffic study, Consultant shall revise the study incorporating the comments into the final study. Submittal of the Final Traffic Study shall be via e-mail, in addition to two (2) hard copies with Wyoming professional engineering stamp affixed.
- H. Planning Commission and City Council Meetings. As requested, the Consultant shall be available at the direction of City staff to attend meetings of the Planning Commission and/or Casper City Council. The Consultant's staff will prepare the graphics necessary to thoroughly describe the project in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required and they are not included in the fee schedule for the individual traffic engineering applications included under this Contract for Professional Services.
- I. As part of any traffic study the City shall provide the Consultant with the following material and/or work if requested:
- Blueprints of Atlas Sheets encompassing the proposed improvements;
  - In digital format, GIS base map coverage requested by the Consultant. The Consultant will be required to enter into a license agreement for use of the GIS coverage with the City, at no cost to the Consultant.
  - Most recent aerial photography of the proposal area;
  - The City of Casper Traffic Division will work with the Consultant to provide needed traffic and speed counts, including turning movements and pedestrian counts (as applicable).
  - Accident data; and,
  - Proposed site plan provided by the developer.

The Consultant is entitled to rely on the accuracy and completeness of all information provided to Consultant by the City.

2. TIME OF PERFORMANCE:

The term for this contract shall be for a period of one (1) calendar year, commencing on the day of execution.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's current fee schedule as shown in Exhibit "B" and individual proposal amounts submitted by the Consultant and agreed upon by the City and developer.

Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits. Consultant's current hourly fee schedule is shown in Exhibit "B".

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:

Walke Tronson

CONSULTANT  
Sustainable Traffic Solutions, Inc.

CITY OF CASPER, WYOMING  
A Municipal Corporation

By: Julia Henderson

Printed Name: Julia Henderson

Title: President

Kenyne Schlager  
Mayor

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

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

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

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All

of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

|  | <u>LIMITS</u>                     |
|--|-----------------------------------|
| A. Workers' Compensation                     | Statutory                         |
| B. Comprehensive General Liability           | \$500,000<br>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.

## **EXHIBIT A**

### **MUNICIPAL CODE CASPER, WYOMING**

#### **16.20.080 Preparation of plat--Supporting materials.**

- B. Three copies of a traffic study conducted and signed by a registered professional engineer experienced in traffic engineering. Studies shall be furnished for all residential developments consisting of twenty or more dwelling units, and for all commercial and industrial sites generating more than seventy-five vehicle trips per peak hour.
1. Traffic Study. The engineer shall prepare a traffic study listing each type of land use, number of dwelling units, the number of square feet within a commercial or industrial building, the trip generation rates used and its reference within the Institute of Transportation Engineers Trip Generation Manual, most recent edition, (total daily traffic and a.m., noon, and p.m. peak hours) and the resultant trip generation entering the existing site. The related variable for each trip generation shall be identified. Trip generation values shall be calculated from the data contained in the Trip Generation Guide. In the event such data is not available for the proposed land use, the public services director shall approve estimated rates in writing prior to acceptance.
  2. The traffic study shall contain information on the adjacent street system surrounding the development. Information shall consist of existing and future average daily traffic volumes. Future traffic volumes shall be forecasted for the next twenty years. The method of projection shall be approved of by the city engineer's office. All adjacent streets serving the development site shall contain the following information:
    - a. Current and projected a.m., noon, and p.m. peak-hour traffic at street intersections, including turning movements;
    - b. Current and projected weekend peak-hour traffic at street intersections, including turning movements (if necessary);
    - c. Current lane configuration and traffic controls for adjacent streets serving the development;
    - d. A site plan of the development showing adjacent land uses within one-half mile;
    - e. Traffic control structures and signage currently installed;
    - f. Current and future level of service for streets adjacent to the development site. The level of service for the current street traffic volume shall be based upon information found in the city's long-range transportation plan;

- g. The estimated average daily traffic (ADT) to be generated from the development site and its impact on the adjacent street system. The ADT volume shall be added to both the current street system and the future street system for the next twenty years;
  - h. All current peak hour traffic volumes and street total daily traffic counts must be actual data counts not more than two years old. Peak hour volumes or street ADT's may not be extrapolated from other street intersections or systems unless approved in writing from the city engineer's office;
  - i. A listing of all traffic accidents over the past three years at all intersections within one-quarter mile of the development;
  - j. A site location map showing adjacent land use and zoning within one-quarter mile surrounding the proposed development.
3. The traffic study shall provide the following contents for the proposed development:
- a. Information on a.m., p.m., and noon peak-hour traffic volumes generated at the site for in and out traffic;
  - b. Information on weekend peak-hour traffic generated at the site (if the proposed land use generates significantly greater traffic volumes than a.m. and p.m. peaks);
  - c. Information on directional distribution of traffic generated at the site. Traffic generation shall be distributed for all peak-hour periods. All traffic shall be assigned and distributed to existing planned facilities in a manner consistent to the accepted traffic patterns and approved by the public services director;
  - d. The addition of the peak-hour traffic (a.m., noon, p.m.) generated by the proposed development to existing peak-hour traffic at all intersections within one-quarter mile of the development;
  - e. The current and future level of service for each turning movement of traffic at all signalized intersections and all major nonsignalized intersections within one-quarter mile of the development;
  - f. Recommendations for roadway improvements whenever the street system or street intersection fall below a level of service "C." Improvements shall be recommended to accommodate existing base and future site traffic;
  - g. Recommendations for roadway improvements whenever intersections exhibit an unusually high incidences of vehicular accidents. Improvements shall be recommended to reduce existing and future vehicular accidents.
4. Traffic Signals. All potential signalized intersections shall be placed at half-mile points. All other locations to be considered shall meet the following criteria:

- a. Progression band width shall be a minimum of fifty percent of the proposed cycle length in both directions,
  - b. Cycle length shall be a maximum of one hundred twenty seconds,
  - c. Progression speed shall be from the posted speed limit,
  - d. Remaining time for side-street traffic must be sufficient for side-street volumes,
5. Level of Service. The design year will be approximately twenty years following construction, or at build-out. The minimum level of service for the site and nonsite traffic shall be determined by the planning director and city engineer;
  6. Deleted.
  7. Trip Assignment. Internal trips shall not exceed ten percent of the total volume. Nongenerated passerby traffic reductions in generation volumes may be considered if applicable. All estimates of trip distribution and assignment are subject to review and approval by the city engineer;
  8. Revisions to Traffic Study. Revisions to the traffic study shall be provided as required by the city engineer. The need to require revisions shall be based on the completeness of the traffic study, the thoroughness of the impact evaluation, and the compatibility with the street plan,
  9. Traffic Counts.
    - a. All raw traffic-count data (including hourly directional counts and peak-hour turning movements) and analysis worksheets shall be provided in the appendices,
    - b. All total daily traffic counts shall be actual machine counts and not based on factored peak-hour sampling. Latest available machine counts from The Wyoming Highway Department or the city shall be acceptable if not more than two years old. The city engineer shall conduct new machine counts, if requested, at a fee established by the city engineer,
  10. Design Hour Volumes. Site design hour volumes approximating the peak-hour volume used to determine public improvements shall be estimated by one of the following:
    - a. Existing traffic volume counts,
    - b. Peak-hour trip generation rates, as published in the ITE Trip Generation Guide,
    - c. By the formula:  

$$DHV = 0.10 \times AADT$$

TABLE INSET:

|           |  |
|-----------|--|
|           |  |
| Where DHV | = estimated hour volume                  |
| AADT      | = estimated annual average daily traffic |

11. If, in the opinion of the public services director and community development director, a traffic study or certain portions thereof, as outlined above, are not needed, the requirements may be waived only in writing.
12. Any current or future improvements to the existing or adjacent roadway, pedestrian or traffic control system shown to be necessary as a result of the project, by the traffic study shall be the responsibility of the developer and city on a fair share basis.
13. Pedestrian Study. A pedestrian study shall be conducted and submitted. The study shall address existing pedestrian movements within one-quarter mile of the site, and project changes to pedestrian levels and movements within the area as a result of the proposed project. Modifications/additions to the pathway, sidewalk, crosswalk, signage, shelter and overpass systems required as a result of the project shall be outlined in the study. Compliance with the city of Casper regional trails plan shall be addressed by the study.
14. Review Fee. A fee shall be paid to the city for the cost of a traffic study prepared by an independent traffic engineer. The traffic engineer shall be selected by the city and shall work directly for the city in the preparation of the study. Traffic engineers interested in conducting traffic studies for the city will be invited to submit a statement of qualifications each year. The city will utilize the services of one or more of the selected engineers throughout the year in order to review traffic issues relating to development. The selected engineer shall provide the city a negotiated fee to cover the costs associated with traffic studies on each development. These fees in full will be due from the developer to the city prior to the city's issuance of a notice to proceed to the traffic engineer to prepare the traffic study.



# Sustainable Traffic Solutions, Inc.

Joseph L. Henderson PE, PTOE  
Traffic Engineer / Principal

## EXHIBIT B

### 2013 Standard Billing Rates for the City of Casper

| Personnel Category   | Billable Hourly Rate |
|--|----------------------|
| Joseph L. Henderson, PE, PTOE - Project Manager / Traffic Engineer | \$100 / Hour         |
| CAD Technician / Traffic Technician                                | \$80 / Hour          |

### Reimbursable Expense Category and Rates

|                |          |
|----------------|----------|
| Subconsultants | Cost     |
| Expenses       | Cost     |
| Mileage        | IRS Rate |

STS Standard Billing Rates - City of Casper

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Drexel, Barrell & Co., 1800 38th Street, Boulder, Colorado 80301 ("Consultant").

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

### RECITALS

A. The City is undertaking traffic studies in fiscal year 2014 relating to various site plans and subdivisions in the City of Casper, as well as undertaking various general municipal traffic engineering studies.

B. The project requires professional services for conducting traffic studies for development and general municipal applications.

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

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

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

#### 1. SCOPE OF SERVICES:

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

A. The Consultant shall conduct various traffic studies over the course of this contract in accordance with Title 16 of the Casper Municipal Code as specifically outlined in Part "B" of Section 16.20.080, "Preparation of Plat – Supporting Materials." A copy of that portion of the code is attached as Exhibit "A".

B. At such time as the City determines the need for a traffic study for a proposed development or other municipal application, the Consultant shall review the concepts of the proposed development/application to understand the type of land

use proposed. The Consultant shall make necessary reconnaissance of the site to understand the proposed access to the existing street network and identify intersections that may be affected by the proposed development/application.

After reviewing the scope of work and conferencing with City staff on details related to the study production, Consultant shall prepare a Scope of Services accompanied by a fee proposal to complete the traffic study. This Scope of Services and fee shall be reviewed by City staff for completeness and accuracy. If concerning development-related traffic engineering services, once a Scope of Services and a final fee is accepted by the developer and City staff and the developer pays the fee in full to the City of Casper, the Consultant shall commence with work associated with the traffic study upon receipt of a written Notice to Proceed from the City. Likewise, non-development-related traffic engineering studies shall commence upon receipt of a written Notice to Proceed from the City. The fee for each traffic study conducted shall be collectively applied against the upset fee specified within this contract under Section 3: "COMPENSATION", below.

The method of agreement for each traffic study application used under this Contract for Professional Services shall include a written authorization/Notice to Proceed by the City affixed to the agreed to Consultant's proposal for traffic engineering services. It shall be specifically understood that there shall be no change to the agreed to Scope of Services or increase in the agreed to ceiling amount for each traffic study unless approved in writing by the City.

- C. The Consultant shall conference with City staff to discuss the following items related to traffic study productions:
- Identify the study area, including the intersections to be studied and the applicability of Level of Service and/or traffic signal warrant determinations;
  - Determine the traffic data required for the study, including its date and source if the use of existing data is proposed;
  - Review the volume scenarios necessary to study proposed development;
  - Identify meetings with City staff that are necessary; and,
  - Agree on schedule for completion of the study.
- D. Review Development Concepts. The Consultant shall review development concepts to understand the type of development that is being proposed, the street network and access in the area, and the existing development near the site. This review is intended to allow the Consultant to prepare their fee proposal and to begin preparing the traffic study as soon as possible after receipt of a Notice to Proceed issued by the City. During the review of the development concept, Consultant shall look at the following items as they relate to the proposed development:
- Type of land use proposed to estimate the amount of traffic that will be generated by the site;

- Roadway network in the vicinity of the site as well as impacted intersections;
- Roadway geometry adjacent to the site;
- Proposed access to the site and existing access near the site;
- Pedestrian volumes and movements;
- Existing and projected traffic signals in the vicinity of the site; and,
- Potential mitigation measures that may be required by the development.

E. Scoping Meeting with City staff. A scoping meeting will be held between the City and Consultant and others as necessary at the onset of the traffic study production to allow City representatives to transfer their knowledge of the area and concerns about the project to Consultant. In addition, this meeting will allow Consultant to discuss their observations and concerns about the site. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that the Consultant's meeting with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.

Consultant and City will discuss the following items at each scoping meeting:

- Observations from the review of the development concept. Consultant shall discuss with City staff the observations made during the initial review of the development as described above.
- Identify Study Area. Consultant and the City will identify the study area based on the requirements of Section 16.20.080 of the Casper Municipal Code as well as the magnitude and expected impacts of the proposed development.
- Traffic Count and Accident Data. Consultant shall provide a list of traffic count and accident data that are mutually agreed as necessary to complete the project. Traffic and speed counts and accident data shall be provided by the City at no cost to the Consultant. This list request may be forwarded to the City in advance of the meeting to allow the City the maximum amount of time to collect data.
- Required Volume Scenarios. The Consultant shall propose traffic volume scenarios for the study based on the location and development scenario. Section 16.20.080 of the Casper Municipal Code requires a short term volume scenario (existing traffic plus development traffic) and a long term volume scenario (20 year projected volumes plus development traffic). Special situations, such as phased development, require additional scenarios. The Consultant shall attempt to identify these situations and advise the City if they are necessary.
- Identify Necessary Meetings with City Staff. The Consultant and City will identify meetings that will be necessary during the course of the study and schedule dates during the first meeting. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that the Consultant's meetings with the City will be by telephone or other means

not requiring a representative of the Consultant to be physically present at the meeting in Casper.

- Proposed Schedule. Consultant understands the necessity of completing a traffic impact study in a timely manner so that the developer knows if this project is feasible from his perspective and so that the City is responsive to the developer. With this in mind, the Consultant shall strive to complete the study as quickly as possible. Consultant and the City will discuss and agree on a schedule for the project.
  - Proposed Fee. Consultant will provide a fee estimate to the City based on the effort required to complete this particular traffic study.
- F. Preliminary Traffic Study. Consultant shall prepare a preliminary study for review and comment by City staff. Following the review, Consultant and the City shall conference to discuss the City's comments and necessary revisions. Submittal of the Preliminary Traffic Study shall be via e-mail.
- G. Final Traffic Study. Following the meeting to discuss the review of the preliminary traffic study, Consultant shall revise the study incorporating the comments into the final study. Submittal of the Final Traffic Study shall be via e-mail, in addition to two (2) hard copies with Wyoming professional engineering stamp affixed.
- H. Planning Commission and City Council Meetings. As requested, the Consultant shall be available at the direction of City staff to attend meetings of the Planning Commission and/or Casper City Council. The Consultant's staff will prepare the graphics necessary to thoroughly describe the project in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required and they are not included in the fee schedule for the individual traffic engineering applications included under this Contract for Professional Services.
- I. As part of any traffic study the City shall provide the Consultant with the following material and/or work if requested:
- Blueprints of Atlas Sheets encompassing the proposed improvements;
  - In digital format, GIS base map coverage requested by the Consultant. The Consultant will be required to enter into a license agreement for use of the GIS coverage with the City, at no cost to the Consultant.
  - Most recent aerial photography of the proposal area;
  - The City of Casper Traffic Division will work with the Consultant to provide needed traffic and speed counts, including turning movements and pedestrian counts (as applicable).
  - Accident data; and,
  - Proposed site plan provided by the developer.

The Consultant is entitled to rely on the accuracy and completeness of all information provided to Consultant by the City.

2. TIME OF PERFORMANCE:

The term for this contract shall be for a period of one (1) calendar year, commencing on the day of execution.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's current fee schedule as shown in Exhibit "B" and individual proposal amounts submitted by the Consultant and agreed upon by the City and developer.

Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits. Consultant's current hourly fee schedule is shown in Exhibit "B".

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:

Walker Tremblay

CONSULTANT  
Drexel, Barrell & Co.

CITY OF CASPER, WYOMING  
A Municipal Corporation

By: Michael D. Middleton

Printed Name: Michael D. Middleton

Title: Principal

Kenyne Schlager  
Mayor

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All

of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

|  | <u>LIMITS</u>                     |
|--|-----------------------------------|
| A. Workers' Compensation                     | Statutory                         |
| B. Comprehensive General Liability           | \$500,000<br>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.

**EXHIBIT A**

**MUNICIPAL CODE  
CASPER, WYOMING**

**16.20.080 Preparation of plat--Supporting materials.**

- B. Three copies of a traffic study conducted and signed by a registered professional engineer experienced in traffic engineering. Studies shall be furnished for all residential developments consisting of twenty or more dwelling units, and for all commercial and industrial sites generating more than seventy-five vehicle trips per peak hour.
1. Traffic Study. The engineer shall prepare a traffic study listing each type of land use, number of dwelling units, the number of square feet within a commercial or industrial building, the trip generation rates used and its reference within the Institute of Transportation Engineers Trip Generation Manual, most recent edition, (total daily traffic and a.m., noon, and p.m. peak hours) and the resultant trip generation entering the existing site. The related variable for each trip generation shall be identified. Trip generation values shall be calculated from the data contained in the Trip Generation Guide. In the event such data is not available for the proposed land use, the public services director shall approve estimated rates in writing prior to acceptance.
  2. The traffic study shall contain information on the adjacent street system surrounding the development. Information shall consist of existing and future average daily traffic volumes. Future traffic volumes shall be forecasted for the next twenty years. The method of projection shall be approved of by the city engineer's office. All adjacent streets serving the development site shall contain the following information:
    - a. Current and projected a.m., noon, and p.m. peak-hour traffic at street intersections, including turning movements;
    - b. Current and projected weekend peak-hour traffic at street intersections, including turning movements (if necessary);
    - c. Current lane configuration and traffic controls for adjacent streets serving the development;
    - d. A site plan of the development showing adjacent land uses within one-half mile;
    - e. Traffic control structures and signage currently installed;
    - f. Current and future level of service for streets adjacent to the development site. The level of service for the current street traffic volume shall be based upon information found in the city's long-range transportation plan;

- g. The estimated average daily traffic (ADT) to be generated from the development site and its impact on the adjacent street system. The ADT volume shall be added to both the current street system and the future street system for the next twenty years;
  - h. All current peak hour traffic volumes and street total daily traffic counts must be actual data counts not more than two years old. Peak hour volumes or street ADT's may not be extrapolated from other street intersections or systems unless approved in writing from the city engineer's office;
  - i. A listing of all traffic accidents over the past three years at all intersections within one-quarter mile of the development;
  - j. A site location map showing adjacent land use and zoning within one-quarter mile surrounding the proposed development.
3. The traffic study shall provide the following contents for the proposed development:
- a. Information on a.m., p.m., and noon peak-hour traffic volumes generated at the site for in and out traffic;
  - b. Information on weekend peak-hour traffic generated at the site (if the proposed land use generates significantly greater traffic volumes than a.m. and p.m. peaks);
  - c. Information on directional distribution of traffic generated at the site. Traffic generation shall be distributed for all peak-hour periods. All traffic shall be assigned and distributed to existing planned facilities in a manner consistent to the accepted traffic patterns and approved by the public services director;
  - d. The addition of the peak-hour traffic (a.m., noon, p.m.) generated by the proposed development to existing peak-hour traffic at all intersections within one-quarter mile of the development;
  - e. The current and future level of service for each turning movement of traffic at all signalized intersections and all major nonsignalized intersections within one-quarter mile of the development;
  - f. Recommendations for roadway improvements whenever the street system or street intersection fall below a level of service "C." Improvements shall be recommended to accommodate existing base and future site traffic;
  - g. Recommendations for roadway improvements whenever intersections exhibit an unusually high incidences of vehicular accidents. Improvements shall be recommended to reduce existing and future vehicular accidents.
4. Traffic Signals. All potential signalized intersections shall be placed at half-mile points. All other locations to be considered shall meet the following criteria:

- a. Progression band width shall be a minimum of fifty percent of the proposed cycle length in both directions,
  - b. Cycle length shall be a maximum of one hundred twenty seconds,
  - c. Progression speed shall be from the posted speed limit,
  - d. Remaining time for side-street traffic must be sufficient for side-street volumes,
  
5. Level of Service. The design year will be approximately twenty years following construction, or at build-out. The minimum level of service for the site and nonsite traffic shall be determined by the planning director and city engineer;
  
6. Deleted.
  
7. Trip Assignment. Internal trips shall not exceed ten percent of the total volume. Nongenerated passerby traffic reductions in generation volumes may be considered if applicable. All estimates of trip distribution and assignment are subject to review and approval by the city engineer;
  
8. Revisions to Traffic Study. Revisions to the traffic study shall be provided as required by the city engineer. The need to require revisions shall be based on the completeness of the traffic study, the thoroughness of the impact evaluation, and the compatibility with the street plan,
  
9. Traffic Counts.
  - a. All raw traffic-count data (including hourly directional counts and peak-hour turning movements) and analysis worksheets shall be provided in the appendices,
  - b. All total daily traffic counts shall be actual machine counts and not based on factored peak-hour sampling. Latest available machine counts from The Wyoming Highway Department or the city shall be acceptable if not more than two years old. The city engineer shall conduct new machine counts, if requested, at a fee established by the city engineer,
  
10. Design Hour Volumes. Site design hour volumes approximating the peak-hour volume used to determine public improvements shall be estimated by one of the following:
  - a. Existing traffic volume counts,
  - b. Peak-hour trip generation rates, as published in the ITE Trip Generation Guide,
  - c. By the formula:  

$$DHV = 0.10 \times AADT$$

TABLE INSET:

|           |  |
|-----------|--|
|           |  |
| Where DHV | = estimated hour volume                  |
| AADT      | = estimated annual average daily traffic |

11. If, in the opinion of the public services director and community development director, a traffic study or certain portions thereof, as outlined above, are not needed, the requirements may be waived only in writing.
12. Any current or future improvements to the existing or adjacent roadway, pedestrian or traffic control system shown to be necessary as a result of the project, by the traffic study shall be the responsibility of the developer and city on a fair share basis.
13. Pedestrian Study. A pedestrian study shall be conducted and submitted. The study shall address existing pedestrian movements within one-quarter mile of the site, and project changes to pedestrian levels and movements within the area as a result of the proposed project. Modifications/additions to the pathway, sidewalk, crosswalk, signage, shelter and overpass systems required as a result of the project shall be outlined in the study. Compliance with the city of Casper regional trails plan shall be addressed by the study.
14. Review Fee. A fee shall be paid to the city for the cost of a traffic study prepared by an independent traffic engineer. The traffic engineer shall be selected by the city and shall work directly for the city in the preparation of the study. Traffic engineers interested in conducting traffic studies for the city will be invited to submit a statement of qualifications each year. The city will utilize the services of one or more of the selected engineers throughout the year in order to review traffic issues relating to development. The selected engineer shall provide the city a negotiated fee to cover the costs associated with traffic studies on each development. These fees in full will be due from the developer to the city prior to the city's issuance of a notice to proceed to the traffic engineer to prepare the traffic study.



Boulder  
 Colorado Springs  
 Grand Junction  
 Steamboat Springs

## EXHIBIT B

# DREXEL, BARRELL & CO. **FEE SCHEDULE**

Effective January 1, 2013

I. **PERSONNEL:**

| <u>CATEGORY</u>            | <u>HOURLY RATE</u> | <u>CATEGORY</u>           | <u>HOURLY RATE</u> |
|----------------------------|--------------------|---------------------------|--------------------|
| <b>General:</b>            |                    | <b>Surveying:</b>         |                    |
| Principal                  | \$160              | Office Surveyor / Analyst | \$100-120          |
| Associate                  | \$140-150          | Field Surveyor*           | \$100-110          |
| <b>Engineering:</b>        |                    | <b>Administration:</b>    |                    |
| Project Engineer / Manager | \$110-135          | Controller                | \$100              |
| Design Engineer            | \$85-105           | Administrative            | \$60               |
| <b>CAD:</b>                |                    |                           |                    |
| Technician                 | \$90-100           |                           |                    |
| <b>Miscellaneous:</b>      |                    |                           |                    |
| Expert Witness Duties      | \$250              |                           |                    |

\*1-person crew: \$50/hr charge  
 for ea. extra crew member

- II. **SUB-CONSULTANTS:** Unless agreed otherwise in the Professional Services Agreement, Drexel Barrell adds a 10% markup to invoices from sub-consultants to cover administrative and project management expenses.
- III. **MILEAGE:** Unless agreed otherwise in the Professional Services Agreement, Drexel Barrell charges for all project related mileage at the rate of \$0.75 / mile.
- IV. **TRAVEL TIME:** Unless agreed otherwise in the Professional Services Agreement, Drexel Barrell charges for travel time to and from the project site.
- V. **REPROGRAPHICS:** Drexel Barrell charges the following rates for reprographics:

| <u>ITEM</u>  | <u>RATE</u>        |
|--|--------------------|
| Plots (mylar)                                      | \$4.00/square foot |
| Plots (vellum)                                     | \$1.15/square foot |
| Plots/Prints (bond)                                | \$0.60/square foot |
| Photocopies (up to 11" x 17")                      | \$0.30 each        |
| DVD w/ electronic drawing files, incl. preparation | \$300.00 each      |

Internal check prints and plots will be charged at 25% of the above rates. Any items not listed, or reprographics provided by outside printing companies will be charged at Drexel Barrell's cost plus 10%.

- VI. **FIELD SUPPLIES:** Unless otherwise stated in the Professional Services Agreement, standard survey supplies (stakes, pin caps, etc.) are included in the negotiated fee. Drexel Barrell charges an additional \$100.00 per monument and \$200.00 for monument boxes when the project requires.
- VII. **DELIVERY SERVICES:** Drexel Barrell will add a 10% mark-up to all messenger and overnight delivery service fees.
- VIII. **OUT-OF-TOWN EXPENSES:** On projects requiring overnight lodging, Drexel Barrell charges a per diem rate for meals, lodging, and related expenses. The per diem rate will be Drexel Barrell's costs plus 10%.
- IX. **RATE REVISIONS:** Drexel Barrell adjusts this Fee Schedule annually on January 1. Projects extending beyond December 31 of each year shall be subject to the new Fee Schedule.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Jacobs Engineering Group, Inc., 707 17th Street, Suite 2400, Denver, Colorado 80202 ("Consultant").

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

### RECITALS

A. The City is undertaking traffic studies in fiscal year 2014 relating to various site plans and subdivisions in the City of Casper, as well as undertaking various general municipal traffic engineering studies.

B. The project requires professional services for conducting traffic studies for development and general municipal applications.

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

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

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

1. SCOPE OF SERVICES:

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

- A. The Consultant shall conduct various traffic studies over the course of this contract in accordance with Title 16 of the Casper Municipal Code as specifically outlined in Part "B" of Section 16.20.080, "Preparation of Plat – Supporting Materials." A copy of that portion of the code is attached as Exhibit "A".
- B. At such time as the City determines the need for a traffic study for a proposed development or other municipal application, the Consultant shall review the

concepts of the proposed development/application to understand the type of land use proposed. The Consultant shall make necessary reconnaissance of the site to understand the proposed access to the existing street network and identify intersections that may be affected by the proposed development/application.

After reviewing the scope of work and conferencing with City staff on details related to the study production, Consultant shall prepare a Scope of Services accompanied by a fee proposal to complete the traffic study. This Scope of Services and fee shall be reviewed by City staff for completeness and accuracy. If concerning development-related traffic engineering services, once a Scope of Services and a final fee is accepted by the developer and City staff and the developer pays the fee in full to the City of Casper, the Consultant shall commence with work associated with the traffic study upon receipt of a written Notice to Proceed from the City. Likewise, non-development-related traffic engineering studies shall commence upon receipt of a written Notice to Proceed from the City. The fee for each traffic study conducted shall be collectively applied against the upset fee specified within this contract under Section 3: "COMPENSATION", below.

The method of agreement for each traffic study application used under this Contract for Professional Services shall include a written authorization/Notice to Proceed by the City affixed to the agreed to Consultant's proposal for traffic engineering services. It shall be specifically understood that there shall be no change to the agreed to Scope of Services or increase in the agreed to ceiling amount for each traffic study unless approved in writing by the City.

- C. The Consultant shall conference with City staff to discuss the following items related to traffic study productions:
- Identify the study area, including the intersections to be studied and the applicability of Level of Service and/or traffic signal warrant determinations;
  - Determine the traffic data required for the study, including its date and source if the use of existing data is proposed;
  - Review the volume scenarios necessary to study proposed development;
  - Identify meetings with City staff that are necessary; and,
  - Agree on schedule for completion of the study.
- D. Review Development Concepts. The Consultant shall review development concepts to understand the type of development that is being proposed, the street network and access in the area, and the existing development near the site. This review is intended to allow the Consultant to prepare their fee proposal and to begin preparing the traffic study as soon as possible after receipt of a Notice to Proceed issued by the City. During the review of the development concept, Consultant shall look at the following items as they relate to the proposed development:

- Type of land use proposed to estimate the amount of traffic that will be generated by the site;
- Roadway network in the vicinity of the site as well as impacted intersections;
- Roadway geometry adjacent to the site;
- Proposed access to the site and existing access near the site;
- Pedestrian volumes and movements;
- Existing and projected traffic signals in the vicinity of the site; and,
- Potential mitigation measures that may be required by the development.

E. Scoping Meeting with City staff. A scoping meeting will be held between the City and Consultant and others as necessary at the onset of the traffic study production to allow City representatives to transfer their knowledge of the area and concerns about the project to Consultant. In addition, this meeting will allow Consultant to discuss their observations and concerns about the site. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that the Consultant's meeting with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.

Consultant and City will discuss the following items at each scoping meeting:

- Observations from the review of the development concept. Consultant shall discuss with City staff the observations made during the initial review of the development as described above.
- Identify Study Area. Consultant and the City will identify the study area based on the requirements of Section 16.20.080 of the Casper Municipal Code as well as the magnitude and expected impacts of the proposed development.
- Traffic Count and Accident Data. Consultant shall provide a list of traffic count and accident data that are mutually agreed as necessary to complete the project. Traffic and speed counts and accident data shall be provided by the City at no cost to the Consultant. This list request may be forwarded to the City in advance of the meeting to allow the City the maximum amount of time to collect data.
- Required Volume Scenarios. The Consultant shall propose traffic volume scenarios for the study based on the location and development scenario. Section 16.20.080 of the Casper Municipal Code requires a short term volume scenario (existing traffic plus development traffic) and a long term volume scenario (20 year projected volumes plus development traffic). Special situations, such as phased development, require additional scenarios. The Consultant shall attempt to identify these situations and advise the City if they are necessary.
- Identify Necessary Meetings with City Staff. The Consultant and City will identify meetings that will be necessary during the course of the study and schedule dates during the first meeting. It is understood, unless specifically required by the City and included in the proposal accepted by the City, that

the Consultant's meetings with the City will be by telephone or other means not requiring a representative of the Consultant to be physically present at the meeting in Casper.

- Proposed Schedule. Consultant understands the necessity of completing a traffic impact study in a timely manner so that the developer knows if this project is feasible from his perspective and so that the City is responsive to the developer. With this in mind, the Consultant shall strive to complete the study as quickly as possible. Consultant and the City will discuss and agree on a schedule for the project.
  - Proposed Fee. Consultant will provide a fee estimate to the City based on the effort required to complete this particular traffic study.
- F. Preliminary Traffic Study. Consultant shall prepare a preliminary study for review and comment by City staff. Following the review, Consultant and the City shall conference to discuss the City's comments and necessary revisions. Submittal of the Preliminary Traffic Study shall be via e-mail.
- G. Final Traffic Study. Following the meeting to discuss the review of the preliminary traffic study, Consultant shall revise the study incorporating the comments into the final study. Submittal of the Final Traffic Study shall be via e-mail, in addition to two (2) hard copies with Wyoming professional engineering stamp affixed.
- H. Planning Commission and City Council Meetings. As requested, the Consultant shall be available at the direction of City staff to attend meetings of the Planning Commission and/or Casper City Council. The Consultant's staff will prepare the graphics necessary to thoroughly describe the project in a straightforward manner. Unless specifically requested by the City, physical attendance at these meetings by the Consultant is not required and they are not included in the fee schedule for the individual traffic engineering applications included under this Contract for Professional Services.
- I. As part of any traffic study the City shall provide the Consultant with the following material and/or work if requested:
- Blueprints of Atlas Sheets encompassing the proposed improvements;
  - In digital format, GIS base map coverage requested by the Consultant. The Consultant will be required to enter into a license agreement for use of the GIS coverage with the City, at no cost to the Consultant.
  - Most recent aerial photography of the proposal area;
  - The City of Casper Traffic Division will work with the Consultant to provide needed traffic and speed counts, including turning movements and pedestrian counts (as applicable).
  - Accident data; and,
  - Proposed site plan provided by the developer.

The Consultant is entitled to rely on the accuracy and completeness of all information provided to Consultant by the City.

2. TIME OF PERFORMANCE:

The term for this contract shall be for a period of one (1) calendar year, commencing on the day of execution.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed based on the Consultant's current fee schedule as shown in Exhibit "B" and individual proposal amounts submitted by the Consultant and agreed upon by the City and developer.

Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits. Consultant's current hourly fee schedule is shown in Exhibit "B".

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:

  
\_\_\_\_\_

CONSULTANT  
Jacobs

CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Kenyne Schlager  
Mayor

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All

of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

|  | <u>LIMITS</u>                     |
|--|-----------------------------------|
| A. Workers' Compensation                     | Statutory                         |
| B. Comprehensive General Liability           | \$500,000<br>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.

## **EXHIBIT A**

### **MUNICIPAL CODE CASPER, WYOMING**

#### **16.20.080 Preparation of plat--Supporting materials.**

- B. Three copies of a traffic study conducted and signed by a registered professional engineer experienced in traffic engineering. Studies shall be furnished for all residential developments consisting of twenty or more dwelling units, and for all commercial and industrial sites generating more than seventy-five vehicle trips per peak hour.
1. Traffic Study. The engineer shall prepare a traffic study listing each type of land use, number of dwelling units, the number of square feet within a commercial or industrial building, the trip generation rates used and its reference within the Institute of Transportation Engineers Trip Generation Manual, most recent edition, (total daily traffic and a.m., noon, and p.m. peak hours) and the resultant trip generation entering the existing site. The related variable for each trip generation shall be identified. Trip generation values shall be calculated from the data contained in the Trip Generation Guide. In the event such data is not available for the proposed land use, the public services director shall approve estimated rates in writing prior to acceptance.
  2. The traffic study shall contain information on the adjacent street system surrounding the development. Information shall consist of existing and future average daily traffic volumes. Future traffic volumes shall be forecasted for the next twenty years. The method of projection shall be approved of by the city engineer's office. All adjacent streets serving the development site shall contain the following information:
    - a. Current and projected a.m., noon, and p.m. peak-hour traffic at street intersections, including turning movements;
    - b. Current and projected weekend peak-hour traffic at street intersections, including turning movements (if necessary);
    - c. Current lane configuration and traffic controls for adjacent streets serving the development;
    - d. A site plan of the development showing adjacent land uses within one-half mile;
    - e. Traffic control structures and signage currently installed;
    - f. Current and future level of service for streets adjacent to the development site. The level of service for the current street traffic volume shall be based upon information found in the city's long-range transportation plan;

- g. The estimated average daily traffic (ADT) to be generated from the development site and its impact on the adjacent street system. The ADT volume shall be added to both the current street system and the future street system for the next twenty years;
  - h. All current peak hour traffic volumes and street total daily traffic counts must be actual data counts not more than two years old. Peak hour volumes or street ADT's may not be extrapolated from other street intersections or systems unless approved in writing from the city engineer's office;
  - i. A listing of all traffic accidents over the past three years at all intersections within one-quarter mile of the development;
  - j. A site location map showing adjacent land use and zoning within one-quarter mile surrounding the proposed development.
3. The traffic study shall provide the following contents for the proposed development:
- a. Information on a.m., p.m., and noon peak-hour traffic volumes generated at the site for in and out traffic;
  - b. Information on weekend peak-hour traffic generated at the site (if the proposed land use generates significantly greater traffic volumes than a.m. and p.m. peaks);
  - c. Information on directional distribution of traffic generated at the site. Traffic generation shall be distributed for all peak-hour periods. All traffic shall be assigned and distributed to existing planned facilities in a manner consistent to the accepted traffic patterns and approved by the public services director;
  - d. The addition of the peak-hour traffic (a.m., noon, p.m.) generated by the proposed development to existing peak-hour traffic at all intersections within one-quarter mile of the development;
  - e. The current and future level of service for each turning movement of traffic at all signalized intersections and all major nonsignalized intersections within one-quarter mile of the development;
  - f. Recommendations for roadway improvements whenever the street system or street intersection fall below a level of service "C." Improvements shall be recommended to accommodate existing base and future site traffic;
  - g. Recommendations for roadway improvements whenever intersections exhibit an unusually high incidences of vehicular accidents. Improvements shall be recommended to reduce existing and future vehicular accidents.
4. Traffic Signals. All potential signalized intersections shall be placed at half-mile points. All other locations to be considered shall meet the following criteria:

- a. Progression band width shall be a minimum of fifty percent of the proposed cycle length in both directions,
  - b. Cycle length shall be a maximum of one hundred twenty seconds,
  - c. Progression speed shall be from the posted speed limit,
  - d. Remaining time for side-street traffic must be sufficient for side-street volumes,
  
5. Level of Service. The design year will be approximately twenty years following construction, or at build-out. The minimum level of service for the site and nonsite traffic shall be determined by the planning director and city engineer;
  
6. Deleted.
  
7. Trip Assignment. Internal trips shall not exceed ten percent of the total volume. Nongenerated passerby traffic reductions in generation volumes may be considered if applicable. All estimates of trip distribution and assignment are subject to review and approval by the city engineer;
  
8. Revisions to Traffic Study. Revisions to the traffic study shall be provided as required by the city engineer. The need to require revisions shall be based on the completeness of the traffic study, the thoroughness of the impact evaluation, and the compatibility with the street plan,
  
9. Traffic Counts.
  - a. All raw traffic-count data (including hourly directional counts and peak-hour turning movements) and analysis worksheets shall be provided in the appendices,
  - b. All total daily traffic counts shall be actual machine counts and not based on factored peak-hour sampling. Latest available machine counts from The Wyoming Highway Department or the city shall be acceptable if not more than two years old. The city engineer shall conduct new machine counts, if requested, at a fee established by the city engineer,
  
10. Design Hour Volumes. Site design hour volumes approximating the peak-hour volume used to determine public improvements shall be estimated by one of the following:
  - a. Existing traffic volume counts,
  - b. Peak-hour trip generation rates, as published in the ITE Trip Generation Guide,
  - c. By the formula:  

$$DHV = 0.10 \times AADT$$

TABLE INSET:

|           |  |
|-----------|--|
|           |  |
| Where DHV | = estimated hour volume                  |
| AADT      | = estimated annual average daily traffic |

11. If, in the opinion of the public services director and community development director, a traffic study or certain portions thereof, as outlined above, are not needed, the requirements may be waived only in writing.
12. Any current or future improvements to the existing or adjacent roadway, pedestrian or traffic control system shown to be necessary as a result of the project, by the traffic study shall be the responsibility of the developer and city on a fair share basis.
13. Pedestrian Study. A pedestrian study shall be conducted and submitted. The study shall address existing pedestrian movements within one-quarter mile of the site, and project changes to pedestrian levels and movements within the area as a result of the proposed project. Modifications/additions to the pathway, sidewalk, crosswalk, signage, shelter and overpass systems required as a result of the project shall be outlined in the study. Compliance with the city of Casper regional trails plan shall be addressed by the study.
14. Review Fee. A fee shall be paid to the city for the cost of a traffic study prepared by an independent traffic engineer. The traffic engineer shall be selected by the city and shall work directly for the city in the preparation of the study. Traffic engineers interested in conducting traffic studies for the city will be invited to submit a statement of qualifications each year. The city will utilize the services of one or more of the selected engineers throughout the year in order to review traffic issues relating to development. The selected engineer shall provide the city a negotiated fee to cover the costs associated with traffic studies on each development. These fees in full will be due from the developer to the city prior to the city's issuance of a notice to proceed to the traffic engineer to prepare the traffic study.

**Billing Rate Schedule****Traffic Engineering Services for the City of Casper – 2014**

Rates in Effect from 1/1/14 – 12/31/12

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| <u>POSITION</u>            | <u>NAME</u>     | <u>HOURLY BILLING RATE</u> |
|----------------------------|-----------------|----------------------------|
| Project Manager            | Chuck Huffine   | \$158.24                   |
| Sr. Transportation Planner | Chris Primus    | \$155.74                   |
| Sr. Traffic Engineer       | Emily Flagg     | \$115.33                   |
| Traffic Engineer           | Nitin Deshpande | \$91.00                    |
| Jr. Traffic Engineer       | Kirsten Sargent | \$65.83                    |
| Graphic Designer           | Karen Rhea      | \$87.00                    |
| Admin. Assistant           | Yesenia Noriega | \$58.15                    |

**DIRECT NON-LABOR CHARGES**

| <u>TITLE</u>                 | <u>RATE</u> |
|------------------------------|-------------|
| Outsourced Printing/Copies   | Actual Cost |
| Postage                      | Actual Cost |
| Plotting                     | Actual Cost |
| Travel Expenses              |             |
| Mileage (IRS Rate, per mile) | \$0.565     |
| Meals                        | Actual Cost |
| Lodging                      | Actual Cost |
| Airfare                      | Actual Cost |
| Car Rental/Gas               | Actual Cost |
| Parking                      | Actual Cost |

RESOLUTION NO. 13-187

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SUSTAINABLE TRAFFIC SOLUTIONS, INC., FOR MISCELLANEOUS TRAFFIC STUDIES FOR SITE PLANS AND SUBDIVISIONS.

WHEREAS, City Council approved revised Ordinance 16.20.080, allowing multiple traffic engineering firms for selection to prepare traffic engineering studies; and,

WHEREAS, Requests for Proposals were solicited from qualified traffic engineering firms, of which three engineering firms were selected; and,

WHEREAS, the City of Casper desires to enter into professional services agreements to perform traffic impact studies for site plans and subdivisions; and,

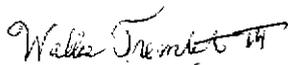
WHEREAS, Sustainable Traffic Solutions, Inc., is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Sustainable Traffic Solutions, Inc., for services related to traffic impact studies.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments and contract extensions throughout the project to each consultant identified to prepare individual traffic impact studies, retaining those amounts prescribed by the agreement, based on the amount proposed by the consultant and as agreed to by the City and developer for each traffic impact study.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 16, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rich Harrah, Public Services Director  
David Hill, P.E., Public Utilities Manager  
Andrew B. Beamer, P.E., City Engineer  
Jason Knopp, P.E., Associate Engineer

SUBJECT: Contract for Professional Services  
2013 Miscellaneous Water Main Replacement Phase I and North Casper Sewer Main  
Abandonment Project, No. 13-19

Recommendation:

That Council, by resolution, authorize a contract for professional services with Environmental & Civil Solutions, LLC, for construction administration services for the 2013 Miscellaneous Water Main Replacement Phase I and North Casper Sewer Main Abandonment Project, No. 13-19, in the amount of \$89,081.70.

Summary:

The City is currently under a contract with Grizzly Excavating & Construction, LLC, for the 2013 Miscellaneous Waterline Replacement Phase I and North Casper Sewer Main Abandonment Project, which replaces existing mains with corrosion problems, mains with breakage problems, undersized water mains and unlined cast iron mains with lead service lines in older areas of Casper and relocating twelve (12) residential sewer services in North Casper.

Request for proposals was sent to qualified consultants to furnish engineering construction administration services for this project. The City received four proposals from interested consultants and conducted interviews with each firm. Staff recommends entering into a contract with Environmental & Civil Solutions, LLC, which was selected on qualifications and staffing for construction administration, with a proposed fee of \$89,081.70.

Construction administration services for the project include field staking, field observations, attending construction progress meetings, material testing, record drawings, and review of payment applications. Construction of the improvements is to be completed by November 8, 2013.

The estimated construction cost for the project is \$885,217.

Funding for the project will be from Water Fund Replacement Capital and Sewer Fund Replacement Capital.

A resolution is prepared for Council's consideration.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Environmental & Civil Solutions, LLC, 1607 CY Avenue, Suite 120, Casper, Wyoming 82604 ("Contractor").

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

### RECITALS

A. The City is undertaking the replacement of approximately 4,400 LF of eight-inch (8") water main, and 820 LF of twelve-inch (12") water main, three (3) sanitary sewer manholes, and rerouting twelve (12) residential sewer services at various locations around the City of Casper.

B. The project requires professional services for the construction administration of said project.

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

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

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

1. SCOPE OF SERVICES:

A. General.

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

B. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1990 edition) of the Engineers' Joint Contract Documents Committee, as

amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
  - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full-time assistant, or as agreed, at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.
  - b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in Exhibit "A", "Duties, Responsibilities and Limitation of Authority of

Resident Project Representative".

- c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
- e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the Owner upon completion of the

Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

- f. Consultant shall maintain a correspondence file including, but not limited to, all memoranda, correspondence, and minutes of the progress meetings.

During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
  - a. Establish horizontal and vertical control for construction.
  - b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

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

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

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
14. Walk-Through. Consultant shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b (Construction Phase).
15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 4-mil Mylar, 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and AutoCad format compatible with the Owner's system, labeled as "Record Drawings-2013 Miscellaneous Water Main Replacement Phase I & North Casper Sewer Main Abandonment Project 13-19".
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final

Completion date for construction, and follow-up.

17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

C. Engineering Fee.

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

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

D. Meetings.

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

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 8th day of November, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Eighty-Nine Thousand Eighty-One Dollars and Seventy Cents (\$89,081.70). See attached exhibit "A".

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

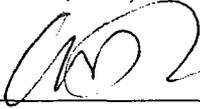
This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized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

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

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

APPROVED AS TO FORM:

(2013 Miscellaneous Water Main Replacement Phase I/North Casper Sewer Main Abandonment - Environmental & Civil Solutions, LLC)



CONTRACTOR  
Environmental & Civil Solutions, LLC  
1607 CY Avenue Suite 102  
Casper, Wyoming 82604

CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Kenyne Schlager  
Mayor

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Name, Title

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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

**EXHIBIT A**

**Construction Engineering for the 2013 Miscellaneous  
Water Main Replacement Phase I & North Casper Sewer Main Abandonment**  
PREPARED JUNE 7, 2013

**1.) CONSTRUCTION ENGINEERING SERVICES & MATERIALS TESTING**

**MANPOWER**

|   |          |       |     |             |
|---|----------|-------|-----|-------------|
| Project Manager                         | \$130.00 | HOURS | 60  | \$7,800.00  |
| RPR                                     | \$80.00  | HOURS | 350 | \$28,000.00 |
| Technician (Assistant RPR) / Field Test | \$44.10  | HOURS | 756 | \$33,339.60 |

**EQUIPMENT**

|         |         |       |      |            |
|---------|---------|-------|------|------------|
| CADD    | \$20.00 | HOURS | 40   | \$800.00   |
| Mileage | \$1.00  | MILES | 1290 | \$1,290.00 |

**SUBTOTAL** **\$71,229.60**

**2.) Laboratory Testing**

Services as provided by Ground Engineering

|                        |                          |
|------------------------|--------------------------|
| See attached Quote     | \$4,302.00               |
| 5% Markup              | \$4,517.10               |
| <b><u>SUBTOTAL</u></b> | <b><u>\$4,517.10</u></b> |

**3.) Construction Surveying**

Surveying services provided to layout improvements for contractor

**MANPOWER**

|                               |          |       |    |            |
|-------------------------------|----------|-------|----|------------|
| Project Manager               | 130      | HOURS | 10 | \$1,300.00 |
| 1 Man Survey Crew With GPS    | \$130.00 | HOURS | 40 | \$5,200.00 |
| Staff Surveyor                | \$80.00  | HOURS | 15 | \$1,200.00 |
| Senior Engineering Technician | \$85.00  | HOURS | 15 | \$1,275.00 |

**EQUIPMENT**

|                |         |       |     |          |
|----------------|---------|-------|-----|----------|
| CADD           | \$20.00 | HOURS | 25  | \$500.00 |
| Survey Mileage | \$1.00  | MILES | 150 | \$150.00 |

**SUBTOTAL** **\$9,625.00**

**4.) Project Close-Out and Warranty Services**

**MANPOWER**

|                        |          |       |    |            |
|------------------------|----------|-------|----|------------|
| Project Manager        | \$130.00 | HOURS | 8  | \$1,040.00 |
| Engineer               | \$80.00  | HOURS | 15 | \$1,200.00 |
| Engineering Technician | \$70.00  | HOURS | 15 | \$1,050.00 |

**EQUIPMENT**

|         |         |       |     |          |
|---------|---------|-------|-----|----------|
| CADD    | \$20.00 | HOURS | 15  | \$300.00 |
| Mileage | \$1.00  | MILES | 120 | \$120.00 |

**SUBTOTAL** **\$3,710.00**

**CONSTRUCTION SERVICE TOTAL** **\$89,081.70**

**TOTAL ESTIMATED COST FOR PROJECT** **\$89,081.70**

RESOLUTION NO. 13-188

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ENVIRONMENTAL & CIVIL SOLUTIONS, LLC., FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE 2013 MISCELLANEOUS WATER MAIN REPLACEMENT PHASE I AND NORTH CASPER SEWER MAIN ABANDONMENT PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide construction administration services for the 2013 Miscellaneous Water Main Replacement Phase I and North Casper Sewer Main Abandonment Project; and,

WHEREAS, Environmental and Civil Solutions, LLC, is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Environmental & Civil Solutions, LLC, in the amount of Eighty-Nine Thousand Eighty-One Dollars and Seventy Cents (\$89,081.70) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Eighty-Nine Thousand Eighty-One Dollars and Seventy Cents (\$89,081.70).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 16, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rich Harrah, Public Services Director  
David Hill, P.E., Public Utilities Manager  
Andrew B. Beamer, P.E., City Engineer  
Jason Knopp, P.E., Associate Engineer

SUBJECT: Contract for Professional Services  
2013 Miscellaneous Water Main Replacement Phase II and Jackson Street Sewer  
Main Replacement Project, No. 13-20

Recommendation:

That Council, by resolution, authorize a contract for professional services with WWC Engineering, Inc., for construction administration services for the 2013 Miscellaneous Water Main Replacement Phase II and Jackson Street Sewer Main Replacement Project, No. 13-20, in the amount of \$68,000.

Summary:

The City is currently under a contract with Installation & Service Co., Inc., for the 2013 Miscellaneous Waterline Replacement Phase II and Jackson Street Sewer Main Replacement Project which replaces existing mains with corrosion problems, mains with breakage problems, undersized water mains and unlined cast iron mains in older areas around Casper and replacing a block of sanitary sewer main that has several failure points along Jackson Street.

A request for proposal was sent to qualified consultants to furnish engineering construction administration services for this project. The City received four (4) proposals from interested consultants and conducted interviews with each firm. Staff recommends entering into a contract with WWC Engineering, Inc., which was selected on qualifications and staffing for construction administration with a proposed fee of \$68,000.

Construction administration services for the project include field staking, field observations, attending construction progress meetings, material testing, record drawings, and review of payment applications. Construction of the improvements is to be completed by October 25, 2013.

The estimated construction cost for the project is \$535,055.

Funding for the project will be from Water Fund Replacement Capital and Sewer Fund Replacement Capital.

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 16th day of July, 2013, by and between the following parties:

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

2. WWC, Engineering, 5810 East 2<sup>nd</sup> Street, Suite 200, Casper, Wyoming, 82609 (“Contractor”).

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

### RECITALS

A. The City is undertaking the replacement of approximately 3500 LF of eight-inch (8”) water main and 365 LF of eight-inch (“8”) sewer main, and two (2) sanitary sewer manholes at various locations around the City of Casper.

B. The project requires professional services for the Construction Administration of said project.

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

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

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

1. SCOPE OF SERVICES:

General.

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

B. Construction:

1. General Administration of Construction Contract. Consultant shall consult with

and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1990 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
  - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full-time assistant, or as agreed, at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

- b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in Exhibit "A", "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".
- c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
- e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo,

a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

- f. Consultant shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.

During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

- 5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
  - a. Establish horizontal and vertical control for construction.
  - b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
- 6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
- 8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid

Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
  - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or

examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
14. Walk-Through. Consultant shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b (Construction Phase).
15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 4-mil Mylar, 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and Autocadd format compatible with the Owners system, labeled as "Record Drawings-2013 Miscellaneous Water Main Replacement Phase II & Jackson Street Sewer Main Replacement Project 13-20".

16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

C. Engineering Fee.

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

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

D. Meetings.

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

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 29th day of November, 2013.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Sixty-Eight Thousand Dollars (\$68,000.00). See attached exhibit "A".

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

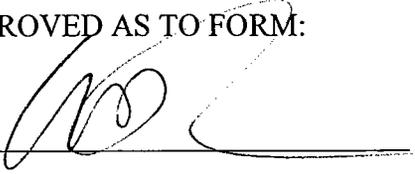
This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM:



CONTRACTOR  
WWC Engineering  
5810 East 2<sup>nd</sup> St., Ste. 200  
Casper, Wyoming 82609

CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Kenyne Schlager  
Mayor

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Name, Title

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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



RESOLUTION NO. 13-189

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING, INC., FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE 2013 MISCELLANEOUS WATER MAIN REPLACEMENT PHASE II AND JACKSON STREET SEWER MAIN REPLACEMENT PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide construction administration services for the 2013 Miscellaneous Water Main Replacement Phase II and Jackson Street Sewer Main Replacement Project; and,

WHEREAS, WWC Engineering, Inc., is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WWC Engineering, Inc., in the amount of Sixty-Eight Thousand Dollars (\$68,000.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Sixty-Eight Thousand Dollars (\$68,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 12, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
David W. Hill, P.E., Public Utilities Manager  
Bruce Martin, WWTP Manager

PROJECT: Contract for Professional Services for the purchase of a Grit Removal Mechanism for the Wastewater Treatment Plant

Recommendation:

That Council, by resolution, authorize a contract for professional services with John Meunier Inc., 5929 High Ridge Circle, Doylestown, PA 18902, in the amount of \$36,966.00 for the purchase of a grit removal mechanism for use at the Sam H. Hobbs Regional Wastewater Treatment Plant (WWTP).

Summary:

During the 1982-84 Wastewater Treatment Plant upgrade, two John Meunier grit removal mechanisms were installed as part of the preliminary treatment process. The mechanisms are designed to remove inorganic debris such as grit, sand, eggshells, etc., from the wastewater stream. Grit removal is a critical step in the treatment process as it protects downstream equipment from the damaging effects of grit and it aids in keeping grit from being deposited in downstream tanks and basins. After 28 years of service, grit removal mechanism #2 has failed and needs replaced.

Previously, the Public Services Department requested that the grit removal mechanism be sole sourced and purchased from John Meunier, Inc., for the following reasons:

1. The existing grit removal mechanism at the WWTP is mounted on/in a concrete tank designed specifically for that style and model of mechanism. A new John Meunier grit removal mechanism would be of identical design and would fit in and attach to the existing concrete tank with no modifications required. Use of any other mechanism could require modifications to the concrete structure, electrical conduit and control panels and air scour supply line.
2. John Meunier, Inc., has specialized in supplying wastewater preliminary treatment equipment such as grit removal mechanisms for more than 60 years. The WWTP staff has confidence in their equipment and knows that parts and service are readily available.

No objections were received from Council to sole source the procurement of the John Meunier Grit removal mechanism. The installation of the grit removal mechanism will be accomplished by City staff. Monies for this replacement grit mechanism are budgeted in the FY14 Wastewater Treatment Plant fund.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the following parties:

1. The City of Casper, 200 North David Street, Casper, Wyoming, 82601 (“Owner”).
2. John Meunier Inc., 4105 Sartelon, St-Laurent QC(Canada), H4S 2B3 (“Contractor”).

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

### RECITALS

- A. The Owner is undertaking the replacement of one Mectan Grit Removal Mechanism; model JMDC/6-49SMXV at the Wastewater Treatment Plant Headworks Building.
- B. The project requires professional services for a company experienced in the furnishing of grit removal mechanisms for wastewater treatment plants.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services (furnishing one new grit removal mechanism) to the Owner as required by this contract.
- D. The Owner desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: (See Attached Exhibit “A” pages 1-8 for detailed scope).

- A. Freight charges shall be paid by the Contractor for shipment of the unit to the Owner.
- B. The new grit removal mechanism shall have a twelve (12) month guarantee from the date of equipment startup; eighteen (18) month maximum from date of shipment of the unit to the Owner.
- C. Contractor shall assume all risk of loss or damage to the new Mectan Grit Removal Mechanism prior to acceptance of delivery by the Owner at the point of delivery; and shall purchase and maintain insurance on the new grit removal mechanism during the process of fabrication and while in transit to insure against perils of fire and extended coverage including “all risk” insurance for physical loss and damage including theft,

vandalism, and malicious mischief, collapse, water damage, and such perils as Contractor deems appropriate.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before One Hundred Twenty-Six (126) days from the consummation of this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty-Six Thousand Nine Hundred Sixty-Six Dollars (\$36,966.00).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit with the invoice a voucher for payment specifying that it has performed the services required, in accordance with the terms of this contract; provide lien releases issued and executed by any subcontractor or material men engaged by the contractor hereunder; and a statement representing that it is entitled to receive amount requested, pursuant to the terms of this agreement.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS and those included in attached Exhibit "A" Pages 1-8.

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Schlager  
Mayor

CONTRACTOR

John Meunier Inc.  
4105 SARTELON STREET  
SAINT-LAURENT (QUEBEC) CANADA H4S 2B3

By:   
\_\_\_\_\_

Printed Name: DENIS AUBIN

Title: MANAGER - TREATMENT EQUIPMENT.

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

|                                    | <u>LIMITS</u>                             |
|------------------------------------|---|
| A. Worker's Compensation           | Statutory                                 |
| B. Comprehensive General Liability | \$500,000<br>combined single unit         |
| C. Property Insurance              | As required under<br>"Scope of Services". |

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

Exhibit "A"

# JOHN MEUNIER

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March 20<sup>th</sup>, 2013

Attn: **Mr. Bruce Martin**  
**City of Casper Public Utilities**  
Phone: 307-235-8477

**Our Local Representative:**  
**W. H. Reilly & Co.**  
10132 South – 440 East  
Sandy, UT 84070  
Contact: Mr. Cory Firzlaff  
Ph. 801-619-8076  
Cell. 801-201-3121

**Subject: Casper City, WY**  
**Grit Removal System**  
Our Project Reference: 12PF88  
Firm Proposal Rev0

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Dear Sir,

Further to your request, we are pleased to submit our firm proposal for the supply only of the equipment listed hereafter.

The equipment selection is based on the existing installation provided in 1984. Please note that the control system is not included in this proposal.

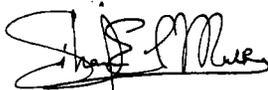
Should the operating conditions differ, we will be pleased to review our selection accordingly.

- A) One (1) **Mectan**<sup>®</sup> Grit Removal Mechanism, model **JMDC/6-49SMXV**  
Freight Charges to City of Casper, WY  
Factory Service is not included

**Our TOTAL Firm Price** (All as per following Scope of Supply, Notes, T&C's and Additional T&C's)..... **\$ 36,966.00 Lot Net**

Should you have any questions regarding this proposal, do not hesitate to contact the undersigned.

Sincerely,



**Siham El Murr, Jr. Eng.**  
Application Junior Engineer | Pretreatment Equipment

On behalf of:  
**Alan Steele**  
National Sales Manager

**John Meunier Inc.**  
5929 High Ridge Circle / Doylestown, PA 18902  
Ph: 267-544-5176 / Cell: 412-417-6614 / Fax: 267-544-5177  
email: [astele@johnmeunier.com](mailto:astele@johnmeunier.com) / [www.johnmeunier.com](http://www.johnmeunier.com)

All the information in this quotation is confidential and has been prepared for your use solely in considering the purchase of the equipment described. Transmission of all or any part of this information to others or use by you for other purposes is unauthorized without our written consent.

# JOHN MEUNIER

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## SCOPE OF SUPPLY

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### A) One (1) Mectan® Grit Removal Mechanism, model JMDC/6-49SMXV

- Flow capacity each 20 MGD
- Installation Concrete tank (existing)
- Arrangement style 270 degrees
- Rotation Clockwise
- Inlet channel width 36 in
- Outlet channel width 84 in
- Inlet channel depth (invert to operating floor) 73.56 in
- Outlet channel depth (invert to operating floor) 61.56 in
- Grit extraction type Bottom suction grit pump (grit pump not included)
- To remove grit having a S.G. of 2.65 at a separation level indicated in our literature;
- Construction in **AISI 304 stainless steel** (wetted parts), unless specified otherwise;
- Equipment to be rated for **Class 1 Division 1 Group D explosion-proof** classified area;

Each including:

One (1) Paddle drive system, c/w:

- Drive torque tube, c/w paddle arm assembly and adjustable vertical-type paddles;
- One (1) paddle drive assembly with 12 RPM output speed, c/w:
  - One (1) 2.0 HP TEFC single speed motor, 460V/3ph/60Hz, standard efficiency, Class F insulation, service factor of 1.15, corro-protected;
  - One (1) gear reducer, parallel-helical type, service factor of 2.0 per AGMA III at full load torque, corro-protected;
  - One (1) gear case, epoxy painted steel, carbon steel pinion, carbon steel slewing bearing assembly, bearing (5.0 S.F. and B10 life of 20 years);

One (1) air scouring system, c/w:

- One (1) air scour line Ø 1.0 in flexible pipe;
- One (1) Air scouring foot-piece, galvanized steel;
- One (1) Manual ball valve (isolation), Ø1.5 in port, bronze body;
- One (1) solenoid valve (air scour), Ø1.5 in port, brass body, NEMA-7 enclosure;

One (1) Lot of fasteners & anchors (expansion type), **AISI 304 stainless steel**;

**Gross shipping weight 1,550 lbs**

# JOHN MEUNIER

## NOTES and EXCEPTIONS

### i Exceptions to contract documents

- No contract documents have been received at John Meunier Inc, as such, explicit exception is taken to any contract document which may exist for the above mentioned project. John Meunier Inc reserves the right to amend this exception upon receipt and review of relevant contract documents.

### ii Clarifications to contract documents

#### General

- Drive unit gear cases will be provided with an epoxy paint coating system: Sand blasting SP-10 inside, SP-6 outside & two coats of 5 mils DFT, Sherwin Williams Macropoxy 646 NSF, grey paint.
- Bearings will be the manufacturer's standard finish paint.
- The gear reducer recommended for this application differs from the one installed on the existing Mectan on-site.

### iii Items not listed in this equipment description are not part of this offer.

### iv Items listed hereafter are not included in this offer

| <b>List Of Non-Included Major Items</b><br>Non-included items are not necessarily limited to this list.   |  |
|---|--|
| <ul style="list-style-type: none"> <li>equipment offloading &amp; installation</li> <li>all mechanical and electrical interconnections;</li> <li>all piping, wiring and valve supports, outside each unit;</li> <li>costs for substitution, evaluation, redesign and expenses required to accommodate modifications necessary to fit the described equipment.</li> <li>installation of foundation bolts, pits and concrete work;</li> <li>field paint, field painting and or field paint (galvanize) repair;</li> <li>controls and starting contactors;</li> <li>control panel installation, support and filed wiring;</li> <li>motor local disconnect switch(es), if stated in the contract documents,</li> <li>Cost for local agency inspections, permits &amp; approval (if required)</li> </ul> | <ul style="list-style-type: none"> <li>grit removal basin/tank</li> <li>stairways/walkway/bridge;</li> <li>grating and hand railing (other than previously stated);</li> <li>gates and valves (other than previously stated);</li> <li>special chute if requested (other than previously stated);</li> <li>grit receptacle(s);</li> <li>Vibration &amp; Noise tests if required;</li> <li>tools (no special tools are required);</li> <li>spare parts (no spare part requested other than previously stated);</li> <li>performance test, laboratory expenses, support facilities and equipment to properly conduct these tests (should they be required);</li> </ul> |

# JOHN MEUNIER

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## TERMS & CONDITIONS

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### 1. Schedule

- **SUBMITTAL:** The submittal documents and drawings will be sent electronically and via courier **(3) weeks** after receipt in JMI Montreal of an approved and signed purchase order.
- **APPROVAL:** The time allotted for approval is **(2) weeks** after emission of submittal documents and drawings from Montreal.
- **MANUFACTURING TIME:** JMI will require **(12) weeks** after receipt in Montreal of approved submittals documents and drawings to manufacture and get the equipment ready for shipment.
- **DELIVERY:** JMI anticipates the time of transportation to be approximately **(4) days**. However, because JMI has no control on transport, transit time cannot be guaranteed.
- **WARRANTY PERIOD:** The period will be for **(12) months** from the date of Start Up of the equipment, **(18) months** maximum from the date of shipment (ex-works).

Should John Meunier Inc. be able to save time along the following schedule, John Meunier Inc. will make sure the customer is advantaged in the process by making an earlier shipment.

### 2. Submittal Documents and O&M Manuals

- Six (6) printed sets and one (1) electronic copy of Submittal Documents and O&M Manuals are included in the basic price. Should it be necessary to provide additional copies the following price adders will apply:
  - Extra amount for each additional copy of the Submittal Document: \$ 125.00 each NET / Extra
  - Extra amount for each additional copy of the O&M Manual: \$ 250.00 each NET / Extra

### 3. Access to JMI's Manufacturing Facilities

- JMI will grant access to its manufacturing facilities to the Owner or its representative(s) for goods inspection at any time. However a 48-hour notice will be required.
- All costs associated to shop inspection, including living and traveling expenses, incurred by the Owner or its representative(s), are not included in this offer.

### 4. Freight Charges to Site

- JMI's choice of transporter;
- This price is based on the assumption of regular way and single shipment (no partial shipment) unless agreed otherwise;
- Duty and brokerage are included;

### 5. Storage

This proposal does not include storage fees. Should the site not be ready for the equipment installation within the stated schedule, the equipment shall be shipped and stored on site no more than Thirty (30) days following the ready to ship notice date.

### 6. Factory Service

**Not Included**

- Should a factory service on site be required, a price adder would be provided upon request.
- JMI requires a 20-day written advance notice to proceed.

### 7. Tests

- Mechanical and electrical shop test is included in the basic price.
- Mechanical and electrical operational site test of the above listed equipment is included in item(s) identified as "**Factory Service**", should you decide to include this item in your proposal.
- In the event where operational performance test be required, the performance test, laboratory expenses, support facilities and equipment to properly conduct these tests, should they be required,

# JOHN MEUNIER

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are not part of our supply.

## 8. Emergency Repair Done Under Warranty

The owner must ask the supplier for technical assistance & guidance in how to make emergency repair (should it be necessary) prior to making these repairs in order to maintain warranty validity.

During and after warranty, our response time is within 24 hrs. It can be through our local agent or through the John Meunier hot line.

## 9. Payment Terms

- Credit approval required
- Payment schedule:
  - **30% NET 30 days** with the PO
  - **70% NET 30 days** after shipping (X-Works Montreal)
- The above prices are NET and in **US funds**, all applicable taxes are **extra**.
- JMI takes exception to all liquidated damages clauses and or penalty clauses if called for.
- Refer to the attached sheet for additional terms and conditions, which are part of this offer.
- These terms are completely independent from, and in no way contingent upon, when you receive payment, from the Owner and/or prime contractor. In the event any amount becomes past due, a service fee of 1-1/2% of the unpaid balance will be due each month until paid. John Meunier Inc. reserves the right to ship, invoice and collect for partial shipments.

## 10. Price Validity

This proposal will remain valid and price(s) will remain firm for **Thirty (30) days** following the bid closing date indicated in this proposal. If an approved PO is received prior to the end of this period, prices will remain firm until release for production.

# JOHN MEUNIER

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## GENERAL TERMS AND CONDITIONS OF SALE

### 1. PREAMBLE

- 1.1 The present General Terms and Conditions of Sale of Products (Terms and Conditions) govern the supply of Products by John Meunier Inc. These Terms and Conditions shall prevail over the Customer's Terms and Conditions of Purchase whether or not provided to John Meunier Inc. Neither commencement of performance nor delivery by John Meunier Inc. shall be construed as or constitute acceptance of Customer's terms and conditions of purchase. The present Terms and Conditions shall not be amended without John Meunier Inc prior consent in writing.

### 2. DEFINITIONS AND INTERPRETATION

- 2.1 In the present Terms and Conditions the following Terms shall have the meanings herein assigned to them:  
**'Customer'** means a person to whom an Offer is made or to whom Products are supplied;  
**'JMI'** means John Meunier Inc;  
JMI and Customer shall be defined hereinafter individually or collectively as Party or Parties;  
**'Intellectual Property'** means all forms of intellectual property rights including patents, designs, copyright, trademarks, trade names, trade secrets or any other intellectual or industrial property right, whether registered or unregistered related to the Products;  
**'Offer'** means an offer by JMI to supply Products;  
**'Order'** means an effective contract to supply Products as per article 4 to which these Terms and Conditions apply;  
**'Products'** means goods, spare parts, consumables, equipment or materials, and services as the case may be supplied by JMI to the Customer pursuant to an Order.
- 2.2 In the present Terms and Conditions: a) clause headings and bold characters are for convenience only and shall not affect interpretation thereof; b) words importing the singular include the plural and vice versa; and c) words importing a gender include any gender.

### 3. OFFERS

- 3.1 JMI may vary the content of the Offer at any time before its acceptance.  
3.2 Unless otherwise stated in the Offer, that Offer remains open for acceptance for thirty (30) days after its date, but may be withdrawn by JMI at any time before acceptance.

### 4. EFFECTIVE DATE

- 2.1 The Order shall become effective upon JMI written acceptance of the Customer's Order, unless otherwise agreed between the Parties.

### 5. CANCELLATION

- 5.1 The Customer may not cancel any Order unless the Customer: a) obtains JMI prior written approval; and b) pays JMI all costs incurred or damages suffered by JMI in connection with the cancellation of the Order (including without limitation any charges, duties, taxes, expenses, design costs, purchasing costs or other outgoings paid or incurred in the expectancy of completion of the Order).  
5.2 Products returned without JMI consent will not be accepted for credit.

### 6. VARIATIONS

- 6.1 If the Customer requests in writing a variation to an Order: a) JMI will use its reasonable efforts to comply with the request; and b) if JMI can comply with the request: i) the Customer shall pay JMI the amounts reasonably invoiced for the variation; ii) JMI will advise the Customer of any delivery delay resulting from complying with the request; And iii) JMI will advise the Customer of any impact on the warranties given over the Products.  
6.2 Any attempt by the Customer unilaterally to vary the content of an Order (including these Terms and Conditions), whether orally or in writing, is void.

### 7. PRICE AND PAYMENT

- 7.1 The price of Products shall be specified in the Offer to the Customer. Except as may be otherwise provided in an Offer, the price does not include any sales consumer tax, and/or other similar taxes, excise and custom duties required by law in the country of delivery of Products. The Customer shall bear sole responsibility for the payment of such tax or duty.  
7.2 The price shall be adjusted upon increase in the cost of raw materials and wages according to the indexation formula determined by JMI and upon notice to the Customer.  
7.3 Unless specified otherwise, terms of payment are 100%, net 30 days.  
7.4 Customer shall be charged the lower of 2% interest per month (24% per year) and shall pay all of JMI's reasonable costs (including attorneys' fees) of collecting unpaid due amounts.  
7.5 All orders are subject to credit approval.  
7.6 All above prices are in **US Dollars**;  
7.7 All applicable taxes, duties and insurances are not included;  
7.8 Payment schedule is as per JMI offer.  
7.9 Nothing in the provisions of clause 7.4 above shall limit any right JMI may otherwise have to recover payment of due amounts and damages.

### 8. DELIVERY AND RISK

- 8.1 Unless otherwise stated in an Order: a) JMI shall deliver the Products Ex Works (Montreal, QC); and b) the Customer must arrange to pick up the Products immediately upon the delivery date; and c) all risks including risk of loss or damage to the Products shall pass to the Customer upon delivery as per a) above.  
8.2 While JMI will use its reasonable efforts to ensure delivery of Products as agreed JMI shall not be liable in any way, whether in contract, tort, statute or otherwise for any delay in the delivery of part or all of the Products.

# JOHN MEUNIER

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## 9. OWNERSHIP OF PRODUCTS

- 9.1 Subject to clause 9.2 below, JMI warrants full and unrestricted title to the Customer for the Products free and clear of all liens, restrictions, reservations, security interests and encumbrances (save as for the intellectual property rights associated to the Products).
- 9.2 Ownership of the Products only passes to the Customer when all of the Products under the said Order are paid for in full. Until then: a) ownership of the Products remains with JMI; b) the Customer holds the Products as bailer for JMI; and c) the Customer shall maintain JMI's identification property signs on the Products.

## 10. WARRANTY

- 10.1 Unless clause 10.2 applies or unless otherwise stated in the Offer: JMI Products (excluding the effect of normal wear and tear) shall be guaranteed to be free from faulty materials, workmanship or defects for a fixed period of eighteen (18) months from the delivery date or (12) months from the date of completion of installation, whichever period expires the earliest.
- 10.2 If the Customer enters into a separate maintenance and services agreement with JMI for the Products, JMI will warrant that, during the term of the services agreement, the Products will be free from faulty materials, workmanship or defects.
- 10.3 The present warranty is subject to prior notification by the Customer to JMI, within five (5) business days after the delivery date, of any defect that could have reasonably be detected by any prudent and diligent client or five (5) business days after the discovery of other defects in the case of Products warranted under clauses 10.1 and 10.2.
- 10.4 During the warranty period JMI will, at its sole discretion, either: a) repair or replace Ex-Works (Montreal, QC) or b) pay to the Customer the cost of replacing or repairing, at the Customer's risks, that part or all of the Products which are defective. Repair and/or replacement of Products shall not constitute an extension of the warranty period.
- 10.5 Customer's failure to notify JMI pursuant to clause 10.3 above shall constitute acknowledgement of compliance of the Products with the Order and the Customer shall then be deemed to have waived any such claim in relation to the Products.
- 10.6 Save and except for warranties expressly stated in the Offer, THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS ARE THE SOLE AND EXCLUSIVE WARRANTIES OF JMI. JMI MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER EXPRESSED, IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY JMI AND WAIVED BY THE CUSTOMER. The warranty provided for in the present clause shall not be extended, altered or varied except by a written instrument signed by JMI and the Customer.

## 11. EXCLUSIONS FROM WARRANTIES

- 11.1 The foregoing warranty shall only apply in respect of claims as a result of defects in the Products or parts thereof which become apparent within the applicable warranty period.
- 11.2 JMI shall not be liable in any way, whether in contract, tort, under statute or otherwise, for any failure of the Products to comply with the warranties given under clause 10 and, (if applicable) under the express terms of the Offer: a) unless the Customer can prove, to JMI satisfaction, that the Customer stored, installed, used and operated the Products strictly in accordance with JMI instructions (which the Customer will receive or must request and receive before installation – if not performed by JMI - and initial use of the Products); or b) if the failure is caused by: i) fair wear and tear, impact, improper use, or mishandling; or ii) repair, alteration or use beyond their specifications, iii) repair or modification in any way by any person other than JMI; iv) a force majeure event.
- 11.3 The Customer acknowledges that: a) in order to comply with its warranty obligations, JMI shall not be obliged to make any change in the design and/or specifications of the delivered Product so as to render the said Product equivalent to any other new similar Product supplied by JMI; and b) JMI shall not be responsible for the replacement of consumable and spare parts items used in operation of the Products.

## 12. EXCLUSIONS AND LIMITATION OF LIABILITY

- 12.1 The total and aggregate liability of JMI to the Customer, whether in contract, tort (including negligence), statute or under any other legal theory whatsoever shall in no event exceed five (5) percent of the Order price.
- 12.2 JMI shall in no event be held liable to Customer for loss of profits, loss of revenues, loss of opportunities, loss of use, loss of production, loss of contracts, and for any and all special, indirect, consequential damages whatsoever arising under the Order.
- 12.3 The present clause 12 shall apply notwithstanding any other provision of any Order.

## 13. PURPOSE OF PRODUCTS

- 13.1 The Customer acknowledges that it relies solely on its own skill and judgment in all respects and in particular: a) in its decision to purchase Products; b) that the Products are fit for the purpose for which they are being acquired.
- 13.2 It is the Customer's sole responsibility to ensure that the Products are used for the purposes for which they were intended to be used.

## 14. FORCE MAJEURE

- 14.1 JMI shall not be held liable for any delay or failure in performance of any part of the Order to the extent that such delay or failure is caused by an event of force majeure which shall include, without limitation: accidental damage to its equipment or machinery; acts of God or of public enemy; blockade, rebellion, insurrection, riot or other civil unrest or violence or sabotage; weather conditions, fire, storm, flood, earthquake, or other natural disaster; terrorism, bomb or explosion; war; illness or epidemic; quarantine restrictions; industrial or labour dispute, labour shortage; transportation embargo; act or omission (including laws, regulations, disapprovals or failures to approve) of any other person (including a government, government agency, a supplier or a sub-contractor).
- 14.2 If any such event occurs, and JMI is delayed or unable to perform, JMI shall give notice to the Customer, and shall be automatically relieved from performance of the Order for the entire duration of such event.
- 14.3 If the said event lasts for more than thirty (30) days, JMI shall have the right to terminate the Order with immediate effect by giving written notice to the Customer.

# JOHN MEUNIER

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14.4 If JMI terminates an Order under clause 14.3 due to a Force Majeure event as described in clause 14.1 affecting the Customer: a) the Customer shall pay JMI all costs incurred or damages suffered by JMI in connection with the Order (including without limitation any charges, duties, taxes, expenses, design costs, purchasing costs or other outgoings paid or incurred in the expectancy of completion of the Order).

## 15. EXPORT CONTROL

15.1 The Customer shall not export, or permit the exportation of the Products without JMI prior written approval.

## 16. INTELLECTUAL PROPERTY

16.1 The Customer shall promptly notify JMI in writing of any claim or action alleging that any of the Products infringes any intellectual property right ('Intellectual Property Claim').

16.2 Except for any Intellectual Property Claim involving use of part or all of the Products: a) in combination with other goods not supplied by JMI; or b) as part of a process or in testing or experimenting other than with JMI approval, JMI must: c) defend any Intellectual Property Claim at its expense; and d) within the limits provided in clause 12, pay all costs and damages awarded against the Customer in the Intellectual Property Claim. JMI will have the sole control and carriage of the defense of the Intellectual Property Claim and of all negotiations for its settlement or compromise.

16.3 The Customer: a) shall not incur any costs or expenses on JMI behalf without its prior written approval; and b) shall indemnify JMI against all expenses, losses, damages and costs (whether incurred by or awarded against JMI) that JMI may sustain or incur as a result, whether directly or indirectly, of JMI compliance with any design specifications or instructions provided or required by the Customer.

16.4 The Customer shall not: a) reverse engineer the Products; and b) design or manufacture products that compete with the Products.

## 17. CUSTOMER'S DEFAULT

17.1 If: a) the Customer fails to make any payment required under the Order, including interests and any other amount owing to JMI, on the due date; b) the Customer breaches any other provision of the Order, Offer or of the present Terms and Conditions and fails to remedy the breach within seven (7) days after receiving a written notice requiring to do so; or c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to part or all of the Customer's assets or business, JMI may: i) declare the entire sum remaining unpaid under the Order to immediately become due and payable; or ii) require the Customer to pay in advance of delivery or completion; or iii) suspend or cease performance until all amounts owing to JMI are paid in full; or iv) request the Customer to immediately return to JMI any Product for which full payment has not been received by JMI; or v) enter the premises in which the Products are stored and retake possession of them; and vi) resell all or part of the Products without notice.

17.2 This clause shall not limit any other right JMI may have to recover damages for breach of contract.

17.3 Moreover in the events of any one of the occurrences described in clause 17.1 a) to c), JMI may also elect to terminate the contract in relation to the Order without prejudice to its right to claim all payment owed under the Order and under the present Terms and Conditions.

## 18. DISPUTE RESOLUTION / APPLICABLE LAW

18.1 No party shall start proceedings under clause 18.3 below (except proceedings seeking preliminary relief or injunction) in respect of a dispute arising out of an Order ('Dispute') unless it has complied with the present clause. A party claiming that a Dispute has arisen must immediately notify in writing the other party giving details of the Dispute.

18.2 During the ten (10) day period after a notice is given under clause 18.1 (or such longer period as agreed in writing by the parties) ('Initial Period'), the parties shall use their best efforts and negotiate in good faith in order to resolve the Dispute. If the parties fail to resolve the Dispute within that period, either party may start proceedings pursuant to the provisions of clause 18.3 below.

18.3 All disputes arising out of or in connection with the Order shall be settled by the courts of The Province of Quebec.

18.4 The present Terms and Conditions shall be construed and governed in accordance with the Laws of the Province of Quebec.

## 19. NOTICES

19.1 All notices required to be given under the Order must be sent to the address of the recipient as set out in the Order (or any other address notified in writing by the recipient in accordance with the present clause).

19.2 Any notice will be deemed to have been duly given, if sent by mail, five (5) business days after posting, if delivered by hand, on signature of receipt acknowledging delivery and, if sent by facsimile transmission, on generation of an acknowledgment that the transmission has been successfully completed.

## 20. SEVERABILITY

20.1 The parties agree: a) to apply a construction of each provision of each Order that creates a legal and enforceable provision; b) that any illegal or unenforceable provision will be severed from the present Terms and Conditions and will not affect the validity and continued operation of the remaining provisions; and c) to use their best endeavors to replace any severed provision with a provision having an effect as close as possible to the severed provision.

## 21. ENTIRE AGREEMENT

21.1 The Order, the Offer and its annexes, including these Terms and Conditions: a) shall constitute the entire agreement between the Parties as to the supply of the Products that are the subject of the Order and the Offer; b) shall supersede: i) all prior written or oral negotiations, arrangements, agreements, representations or undertakings between the parties in connection with that subject matter; ii) any terms and conditions that, despite clause 6.2, the Customer attempts to impose in relation to that subject matter; and c) shall be binding upon and inure to the benefit of JMI and the Customer and their respective successors and permitted assigns.

No.: 2012-578

Dated: April 30, 2013

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

|   |   |
|---|---|
| <b>Certificate Holder:</b><br>City of Casper<br>200 N. David Street<br>Casper, WY 82601 | <b>Named Insured and Address:</b><br>John Meunier Inc.<br>4105 Sartelon<br>St-Laurent, QC H4S 2B3 |
|---|---|

**This certificate is issued regarding:**

Evidence of Insurance

| Type(s) of Insurance  | Insurer(s)           | Policy Number(s) | Effective/ Expiry Dates      | Sums Insured Or Limits of Liability       |               |
|---|----------------------|------------------|------------------------------|---|---------------|
|   |                      |                  |                              |   |               |
| COMMERCIAL GENERAL LIABILITY<br>· Inclusive Limits Bodily Injury and Property Damage Liability.<br>· Non-Owned Automobile | Lloyd's Underwriters | PA010512         | Jul 01, 2012 to Jul 01, 2013 | Per Occurrence                            | CDN 2,000,000 |
|   |                      |                  |                              | Products & Completed Operations Aggregate | CDN 2,000,000 |

**Notice of cancellation:**

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

|   |   |
|---|---|
| <b>Marsh Canada Limited</b><br>1981 McGill College Avenue, Suite 820<br>Montréal, QC H3A 3T4<br>Telephone: 514-285-5894<br>Fax: 514-285-8240<br>joanna.f.strokowsky@marsh.com | Marsh Canada Limited<br><br><br>By: _____<br>Joanna Strokowsky |
|---|---|

RESOLUTION NO. 13-190

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH JOHN MEUNIER, INC. FOR THE PURCHASE OF ONE GRIT REMOVAL MECHANISM FOR THE WASTEWATER TREATMENT PLANT.

WHEREAS, the City has need for the furnishing of One John Meunier Mectan Grit Removal Mechanism for use at the Wastewater Treatment Plant to provide service; and,

WHEREAS, the contractor represents that it is ready, willing, and able to provide the grit removal mechanism as required by a contract between the contractor and the City; and,

WHEREAS, the City desires to retain the contractor for furnishing the grit removal mechanism.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with John Meunier, Inc. 5929 High Ridge Circle, Doylestown, PA 18902, for the furnishing of one Mectan grit removal mechanism.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the contract for professional services in an amount not to exceed Thirty-Six Thousand Nine Hundred Sixty-Six Dollars (\$36,966).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 16, 2013

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: Submission of Grant Application  
East Casper Zone III Water System Improvements

Recommendation:

That Council, by resolution, authorize the submittal of a grant application in the amount of \$3,554,350 to 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.

Civil Engineering Professionals, Inc., prepared a technical memorandum for the expansion of the East Casper Zone III pressure zone. This water study provides the pressure Zone III water system schematic layout with cost estimates. Included is a redundant connection to the existing south central Casper pressure Zone III area (Mountain Road). Completion of the East Casper Zone III improvements would open up approximately 1,200 acres of developable land, or approximately 4,200 lots.

The projected project cost is \$5,305,000. It is anticipated these improvements would be funded through a 67% grant from the Wyoming Water Development Commission. The 33% local match of \$1,750,650 will be obtained from Water Fund Reserves.

A resolution is prepared for the Council's consideration.

# East Casper Zone III Water System Improvements

## PROJECT APPLICATION FOR LEVEL III CONSTRUCTION FUNDING FOR MUNICIPAL AND RURAL DOMESTIC PROJECTS

WYOMING WATER DEVELOPMENT COMMISSION  
6920 Yellowtail Road  
Cheyenne, Wyoming 82002  
Telephone: (307) 777-7626 Fax: (307) 777-6819

Funding for projects is based on WWDC recommendations and is appropriated by the legislature from the Water Development Accounts. Legislative authorization is required before the WWDC can begin project work. Applications for Level III construction projects new to the Water Development Program **must** be submitted no later than **August 15<sup>th</sup>**. Applications for Level III construction projects which have undergone Level I and/or Level II reviews under the Water Development Program **must** be submitted no later than **October 1<sup>st</sup>**. It is helpful if the applications are received prior to the deadline.

In order to receive consideration for Level III construction funding, the project sponsor must be an entity of local government with taxing and/or assessment authority. Private corporations and individuals are not eligible for assistance. *Note: If you are seeking Level III funding for a project new to the Program, you must provide a feasibility study with detailed cost estimates prepared by a professional engineer registered in the State of Wyoming.*

### APPLICATION REQUIREMENTS

- The person signing the application must have authority to commit the entity to a binding contract.
- A notarized copy of a resolution supporting this application passed by the board or other governing body of the entity must be provided.
- If this project is for a project new to the Program, a check for the \$1,000 filing fee must accompany the application. If the application is denied, 75% of the application fee will be refunded to the applicant.
- A project area map (8.5" x 11" preferred) showing district boundaries, project location and features should be provided. Include any reports or other supporting information available.
- Written verification that the project will include a minimum of 20 taps with meters on each tap.
- Written verification from any municipality, county, joint powers board, irrigation district, or special district that is impacted by the project that they understand and accept those impacts.
- Written certification that the sponsor complies with the public water system rate requirements as set forth in W.S. 15-7-602, W.S. 16-1-108, and W.S. 41-10-113.

### ENTITY INFORMATION

#### Municipality

(Type of Entity – i.e.: Municipality, County, Joint Powers Water Board, Special District)

#### City of Casper

200 North David Street

(Applicant – Name of Entity)

(P.O. Box or Street Address)

Casper

Natrona

Wyoming

82601

(307)235-8213

(City)

(County)

(State)

(Zip Code)

(Phone)

#### Kenyne Schlager, Mayor

(Authorized Official - Type or Print Name)

(Signature of Authorized Official)

(Date)

#### Andrew B. Beamer, City Engineer

(307)235-8341

(Contact Person – Type or Print Name)

(Phone Number\*)

\*The best time to reach the contact person is from 8:00 am to 5:00 pm o'clock on Mon-Fri days of the week.

If the application was prepared by someone other than the contact person, please provide

Name N/A

Phone Number \_\_\_\_\_

**PERTINENT INFORMATION**

The purpose of this section is to gather information necessary for the development of the financing plan for the Level III construction project. Answer all questions as completely and accurately as possible. If you need help, please call the Water Development Office at 307-777-7626.

**A. REQUESTED FINANCING PLAN**

Provide the following specifics regarding the financing plan you are seeking. Contact the WWDO for questions regarding specifics relating to existing Program criteria.

1. Provide a brief statement describing the project for which you are seeking funding, including the reasons the project is needed. Describe the current situation with your water supply that will be improved by the project. (Attach additional information if you wish): See attached "Exhibit A".

2. Total funding request (Please attach the best available detailed cost estimate): \$5,305,000

3. WWDC Grant (Percentage of total WWDC eligible project costs): 67% (\$3,554,350)

4. WWDC Loan (Percentage of total WWDC eligible project costs): 0

a. Interest rate (presently, the typical rate is 4%): \_\_\_\_\_

b. Term of loan (cannot exceed economic life of project): \_\_\_\_\_

5. If you are planning to obtain alternate loans or additional grants from other agencies to supplement your request from the WWDC, please describe your financing plans and the schedule for the acquisition of the funds: Water Fund Reserves. Land acquisition to begin upon receipt of WWDC Grant.

6. Total project costs not eligible for WWDC funding: 0

7. Please describe your financing plans and the schedule for the acquisition of the costs not eligible for WWDC funding: Water Fund Reserves.

**B. EXISTING WATER SUPPLY SYSTEM**

1. Description of Present Water Supply:

a. Groundwater – Number of wells: 29 Approximate Depth: 30 – 40 feet

Primary supply aquifer or formation: North Platte River Alluvial

Approximate Yield in GPM per well: 567 Total of all wells: 16,425 gpm

b. Surface Water - Source Name: North Platte River

Type of Diversion (headgate, infiltration gallery, pumps, etc.): Intake Structure – pumping

Approximate Yield: 42 c.f.s.

c. Springs – Name of springs: N/A Approximate Yield: \_\_\_\_\_

2. Water Storage: Treated (volume and description): 27 MG

Raw (volume and description): 0 – N/A

3. Transmission pipeline - Approx. Distance from Source to Distribution System: 1,000 feet

Type of pipe material: Cast Iron, Ductile Iron, PVC Diameter(s): 6-inch to 42-inch

Age of pipeline: 1 – 70 years Condition of pipeline: Fair

4. Treatment – None: \_\_\_\_\_ Chlorination: \_\_\_\_\_ Filtration:  X  Other:  Chloramination

5. Is water metered?  Yes  Do you bill by your meters?  Yes

6. Identify unmetered usage (irrigation of parks, cemeteries, fire protection, etc.) and amount of unmetered usage:  Distribution System Flushing, new and replacement water main flushing, tank overflow and drainage, street cleaning, fire fighting

7. Do you have an independent raw water irrigation system?  Yes

Raw water system capacity (gallons per day):  1 MGD   
Average annual raw water usage (gallons):  57.17 MG

8. Are you under any federal (EPA) mandates to improve your system? (eg. Administrative orders, violations, actions taken):  No

9. Does anyone in the service area haul their drinking water?  No

**C. FINANCIAL INFORMATION**

1. Service Area Information:

a. Population (2010 Census):  55,321  Current Estimate:  60,000  Service Area  55,500 – Casper

b. Does the entity have a comprehensive planning boundary?  Yes   
If so, what is the estimated additional population that may be served in the future?  20,000

|  |                                |  |
|--|--------------------------------|--|
| c. Taps served within the entity boundaries? | Pre-Project<br><u> 20,856 </u> | Post Project<br><u> NA for this project </u> |
|--|--------------------------------|--|

|  |              |                              |
|--|--------------|------------------------------|
| d. Taps outside the entity boundaries? | <u> 614 </u> | <u> NA for this project </u> |
|--|--------------|------------------------------|

e. Names of other water systems served?  Vista West Water Co., Natrona County Airport, Air Base Acres I&S District, Ardon Subdivision, Pleasant View Water Co.

f. Are there existing planning reports (municipal or county) addressing growth management in the project area?  Yes . If so, please provide titles and how copies of the reports could be obtained:  Casper Water Master Plan Level I Study – October 15, 2006 – City of Casper

| 2. Water Usage (Potable water system only)                         | Pre-Project        | Post Project  |
|--|--------------------|---------------|
| a. Total number of gallons produced by the water sources annually: | <u> 3.384 BG* </u> | <u> Same </u> |
| b. Gallons used <u> per capita </u> per day:                       |                    |               |
| Average Day:   | <u> 155 GPD </u>   | <u> Same </u> |
| Peak Day:  | <u> 435 GPD </u>   | <u> Same </u> |

| 3. System capacity (Potable water system only): | Pre-Project                             | Post-Project   |
|---|---|----------------|
| a. Maximum capacity of the water supply system: |   |                |
| Acre feet per day:                              | <u> 42 MGD </u>                         | <u> Same </u>  |
| Gallons per day:                                | <u> _____ </u>                          | <u> _____ </u> |
| b. Increased capacity needed:                   |   |                |
| Acre feet per day:                              | <u> 0 at Water Production Facility </u> | <u> _____ </u> |
| Gallons per day:                                | <u> _____ </u>                          | <u> _____ </u> |
| c. Estimated system water losses (percentage):  | <u> 2% </u>                             | <u> Same </u>  |

d. Identify the water rights, existing or needed, for the  project . Describe the status of these water rights ( filings, permits, adjudicated water rights):  NA – Not applicable for this project

e. What is the factor (bottleneck) that is presently limiting your ability to provide water (supply, transmission, treatment, distribution, etc.): 1) Transmission lines 2) Low Pressure areas

f. What will be the post-project factor (bottleneck) that is will limit your ability to provide water (supply, transmission, treatment, distribution, etc.): 1) Transmission line redundancy

g. Describe water conservation efforts (tiered water rates, lawn watering restrictions, etc.): 1) Watering restrictions during times of call on the water supply 2) Public Education

|   |                |                            |
|---|----------------|----------------------------|
| <b>4. Rates</b>                                   | Pre-Project    | Post-Project               |
| <b>a. Tap fees:</b>                               |                |                            |
| Residential: ¾-inch                               | <u>1610</u>    | <u>Same</u>                |
| Commercial:                                       | <u>1610</u>    | <u>Same</u>                |
| <b>b. Average residential monthly water bill:</b> | <u>\$38.75</u> | <u>NA for this project</u> |

**c. Water Rates:**

Pre-project rates for all tiers and categories of use: Monthly Billing - \$7.05 monthly minimum which includes 1,500 gallons usage, \$3.17 / 1,000 gallons thereafter

Post-project rates for all tiers and categories of use: Approximately 2 – 3% per year

**d. Identify any local conditions that affect your rates? (Example: flow through for frost prevention, etc.):**  
None

|   |                 |                                  |
|---|-----------------|----------------------------------|
| <b>5. Financial Statement</b>                         | Pre-Project     | Post-Project                     |
| Annual revenues generated from water sales:           | <u>10.9 M</u>   | <u>Same w / inflation factor</u> |
| Annual revenues from tap fees:                        | <u>0.245</u>    | <u>Same w / inflation factor</u> |
| Annual revenues from other sources:                   | <u>0.811</u>    | <u>Same w / inflation factor</u> |
| Total annual revenues:                                | <u>11.956</u>   | <u>Same w / inflation factor</u> |
|   |                 |                                  |
| Annual budget for operation and maintenance expenses: | <u>9.127 M</u>  | <u>Same w / inflation factor</u> |
| Annual payments for debt retirement:                  | <u>0.799 M</u>  | <u>Same w / inflation factor</u> |
| Annual payments to a repair and replacement fund:     | <u>0.700 M</u>  | <u>Same w / inflation factor</u> |
| Annual payments to an emergency fund:                 | <u>*</u>        | <u>Same w / inflation factor</u> |
| Annual payments for other purposes:                   | <u>0</u>        | <u>Same w / inflation factor</u> |
| Total annual payments:                                | <u>10.625 M</u> | <u>Same w / inflation factor</u> |
|   |                 |                                  |
| Balance in repair and replacement fund:               | <u>*</u>        | <u>Same w / inflation factor</u> |
| Balance in emergency fund:                            | <u>*</u>        | <u>Same w / inflation factor</u> |
| Annual cost of water quality testing:                 | <u>\$98,500</u> | <u>Same w / inflation factor</u> |

\* In Water Fund Reserves - \$8.9 M – Current Balance

**6. Is the operation of the water supply system self supporting in terms of revenues offsetting costs for operation, maintenance, debt retirement, replacement funds and emergency funds? Yes – Operations**  
If not, how is the difference subsidized? Capital Expenditures is not self supporting Funding – 1% monies, SLIB, SRF, WWDC, Reserves



## Technical Memorandum

---

Date: June 19, 2013

To: David Hill, City of Casper

CC: NA

From: Nick Larsen, PE *NL*  
Thomas Brauer, PE *TB*

WO #: 13-33

Subject: East Casper Zone 3 Water Study

---

As you know from our previous discussions, CEPI has been retained by several local developers to investigate the potential alignments, pump station siting, tank sizing and siting and costs for extension of Zone 3 water in east Casper. The proposed extension includes an interconnection with the west Casper Zone 3 system as well. CEPI is in the process of completing the final Technical Memorandum for this potential water system improvement.

Attached is a map (Figure 1) of the proposed water system improvements and a detailed cost estimate for the proposed water system improvements. The proposed water system improvements include the following components:

- 23,700 linear feet of 16-inch diameter water transmission main (10,800 feet to connect the proposed booster station and 12,900 feet to interconnect the new east Casper water storage tank to the west Casper Zone 3 water storage tank).
- 500,000 gallon welded steel water storage tank with a reinforced concrete foundation (the proposed tank diameter is 65 feet with a height of 20 feet).
- 3,000 gallon per minute (gpm) booster pumping station located adjacent to the existing Manor Heights water storage tanks (the pump station includes two pumps with an 1,500 gpm capacity for each pump and a connection for emergency standby power).

The proposed transmission main, water storage tank, pump station and interconnection between the east and west Casper Zone 3 water systems were identified in the 2006 City of Casper Water System Master Plan Level I Study. The proposed system improvements are being primarily driven by the demand for residential lots in the greater Casper area. The proposed water system improvements will also support commercial development anticipated along Wyoming Boulevard and the potential new site for an elementary school for the Natrona County School District. The proposed water system improvements will provide water service and system redundancy as defined in the following list:

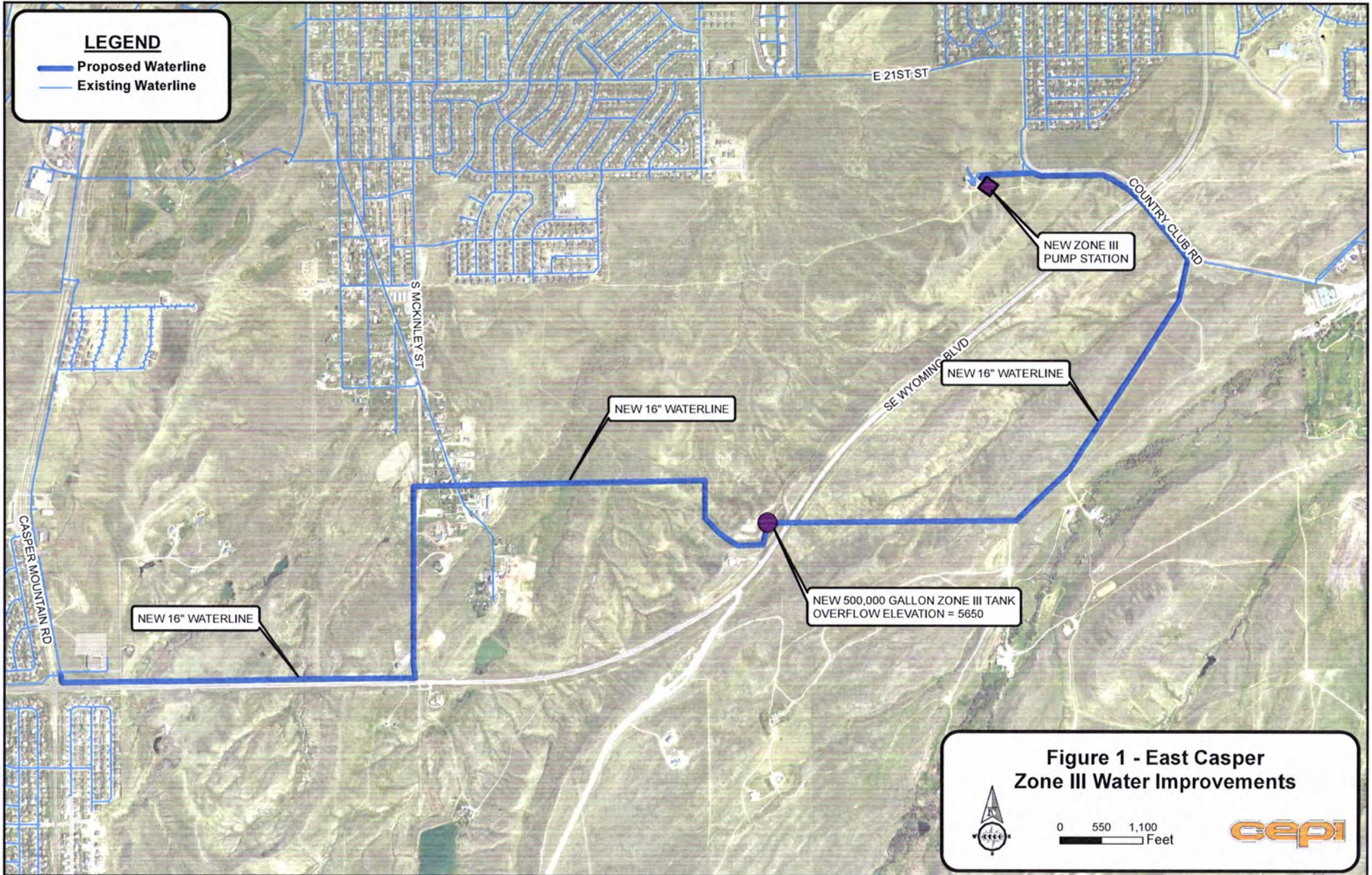
- 1,500 acres of additional land can be served water by the proposed water system improvements. This area excludes lands east of Elkhorn Creek and west of Casper Mountain Road.
- Of the acreage of land which is within the correct service elevation for Zone 3 we estimate that approximately 1,200 acres are readily developable with a reasonable amount of earthwork and other public infrastructure to the site (sewer, roads, etc.); the proposed developable acreage is shown in Figure 2. Assuming 3.5 lots per acre, 1,200 acres of developable land breaks down into approximately 4,200 lots.
- The proposed booster station, water storage tank and transmission mains will provide system redundancy and interconnectivity between the west and east Casper Zone 3 systems; three booster station will supply Zone 3 water (Mountain Road booster, Sunrise I booster and the proposed booster); three water storage tanks will serve Zone 3 water (two at Sunrise II and the proposed water storage tank); and the transmission mains will provide system redundancy and interconnectivity between the west Zone 3 and East Zone 3 systems.

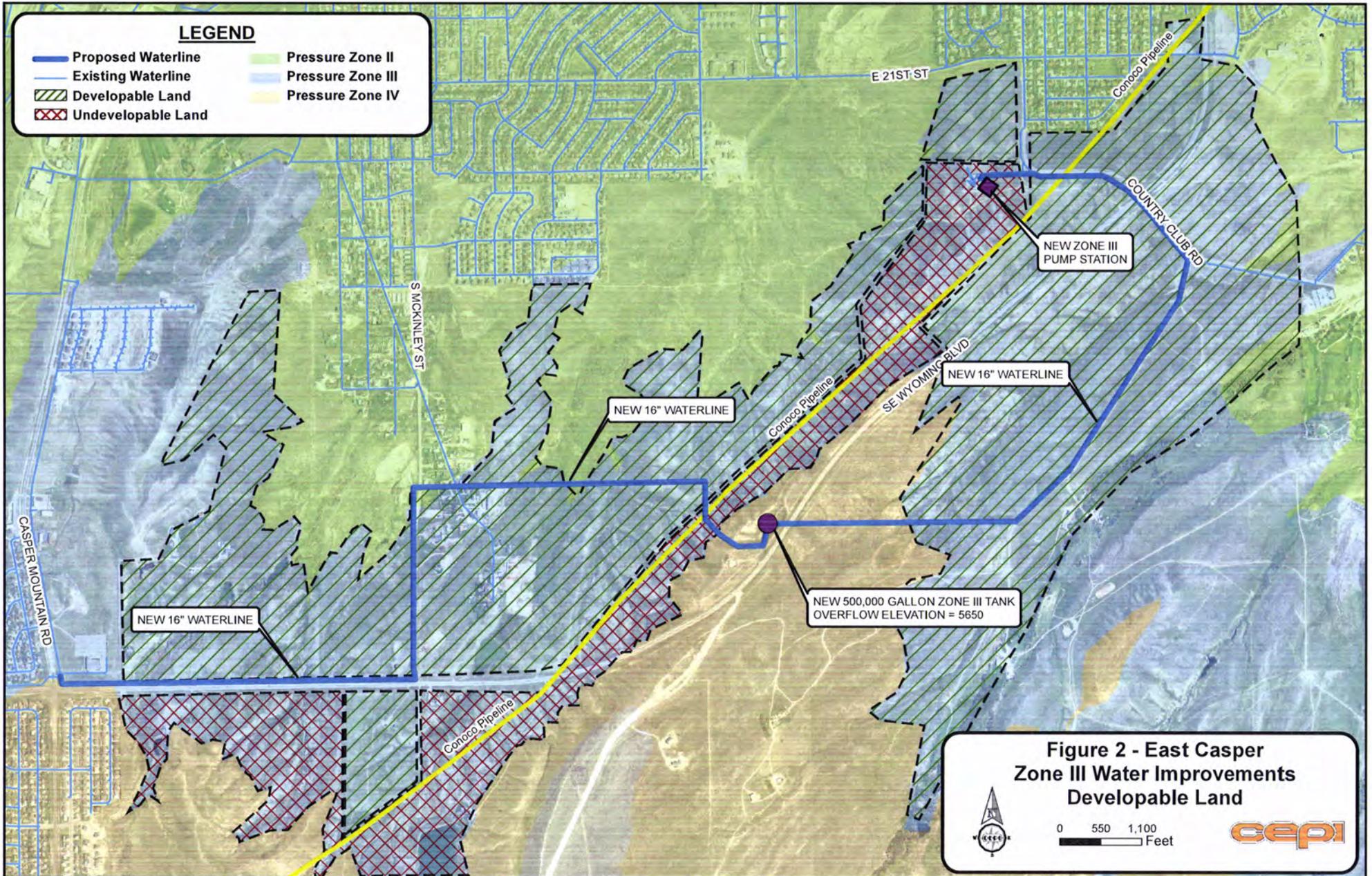
The projected total cost for the project is \$5.3 million; a detailed cost estimate is attached. The cost estimate is broken down into four components: pump station, water storage tank, transmission main from the pump station to the water storage tank, and the transmission main connecting the water storage tank to west Zone 3. Anticipated funding for the project would be to utilize the Wyoming Water Development Commission's (WWDC) 67% Grant Program (\$3.55 million) and the additional 33% (\$1.75 million) being the sponsor's responsibility.

The following is a preliminary schedule utilizing the WWDC's Grant Program:

- August 2013 - WWDC Application Due
- October to December 2013 – WWDC Application Review
- April 2014 – Legislative Approval
- July 2014 – WWDC Funds Available
- July to January 2015 – Project Design
- February to March 2015 – Bid the Project Construction
- April to December 2015 – Project Construction







*East Casper Zone 3 Water System Improvements*

|   |                 |             |                  |                       |                     |
|---|-----------------|-------------|------------------|-----------------------|---------------------|
| <b>Preparation of Final Design and Specifications</b>         |                 |             |                  |                       | <b>\$381,250.00</b> |
| <b>Permitting and Mitigation</b>                              |                 |             |                  |                       | <b>\$10,000.00</b>  |
| <b>Legal Fees</b>   |                 |             |                  |                       | <b>\$15,000.00</b>  |
| <b>Acquisition of Access and Right-of-way</b>                 |                 |             |                  |                       | <b>\$75,000.00</b>  |
| <b>Construction Costs</b>                                     |                 |             |                  |                       |                     |
| <b>Transmission Main - Pump Station to Water Storage Tank</b> |                 |             |                  |                       |                     |
| <b>Description</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total</b>          |                     |
| Mobilization and Bonds  | 1               | LS          | \$25,000.00      | \$25,000.00           |                     |
| 16-inch PVC Waterline   | 10,800          | LF          | 60.00            | 648,000.00            |                     |
| 16-inch Fittings  | 10              | EA          | 2,500.00         | 25,000.00             |                     |
| 16-inch Valves  | 7               | EA          | 4,000.00         | 28,000.00             |                     |
| Fire Hydrant Assembly   | 7               | EA          | 7,500.00         | 52,500.00             |                     |
| Aire Release Valve  | 2               | EA          | 7,500.00         | 15,000.00             |                     |
| Highway Bore  | 600             | LF          | 300.00           | 180,000.00            |                     |
| Connect to Existing Pipelines                                 | 1               | EA          | 3,000.00         | 3,000.00              |                     |
| Select Backfill   | 2,300           | CY          | 30.00            | 69,000.00             |                     |
| Foundation Material   | 500             | CY          | 50.00            | 25,000.00             |                     |
| Traffic Control   | 1               | LS          | 10,000.00        | 10,000.00             |                     |
| Seeding and Mulching  | 1               | LS          | 10,000.00        | 10,000.00             |                     |
| <b>Subtotal Transmission Pipelines</b>                        |                 |             |                  | <b>\$1,090,500.00</b> |                     |
| <b>Transmission Main - Water Storage Tank to West Zone 3</b>  |                 |             |                  |                       |                     |
| <b>Description</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total</b>          |                     |
| Mobilization and Bonds  | 1               | LS          | \$20,000.00      | \$20,000.00           |                     |
| 16-inch PVC Waterline   | 12,900          | LF          | 60.00            | 774,000.00            |                     |
| 16-inch Fittings  | 10              | EA          | 2,500.00         | 25,000.00             |                     |
| 16-inch Valves  | 8               | EA          | 4,000.00         | 32,000.00             |                     |
| Fire Hydrant Assembly   | 8               | EA          | 7,500.00         | 60,000.00             |                     |
| Aire Release Valve  | 4               | EA          | 7,500.00         | 30,000.00             |                     |
| Connect to Existing Pipelines                                 | 2               | EA          | 3,000.00         | 6,000.00              |                     |
| Select Backfill   | 2,700           | CY          | 30.00            | 81,000.00             |                     |
| Foundation Material   | 1,000           | CY          | 50.00            | 50,000.00             |                     |
| Asphalt Patching  | 600             | SY          | 40.00            | 24,000.00             |                     |
| Traffic Control   | 1               | LS          | 15,000.00        | 15,000.00             |                     |
| Seeding and Mulching  | 1               | LS          | 15,000.00        | 15,000.00             |                     |
| <b>Subtotal Transmission Pipelines</b>                        |                 |             |                  | <b>\$1,132,000.00</b> |                     |
| <b>500,000 Gallon Water Storage Tank</b>                      |                 |             |                  |                       |                     |
| <b>Description</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total</b>          |                     |
| Mobilization and Bonds  | 1               | LS          | \$45,000.00      | \$45,000.00           |                     |
| Earthwork   | 1               | LS          | 100,000.00       | 100,000.00            |                     |
| Yard Piping   | 1               | LS          | 70,000.00        | 70,000.00             |                     |
| Foundation and Structural Fill                                | 1               | LS          | 85,000.00        | 85,000.00             |                     |
| 500,000 Gallon Water Storage Tank                             | 1               | LS          | 350,000.00       | 350,000.00            |                     |
| Coat Water Storage Tank                                       | 1               | LS          | 130,000.00       | 130,000.00            |                     |
| Fencing   | 400             | LF          | 30.00            | 12,000.00             |                     |
| 6" Grading "W" Base Course                                    | 300             | Ton         | 40.00            | 12,000.00             |                     |
| SCADA and Electrical  | 1               | LS          | 35,000.00        | 35,000.00             |                     |
| Seeding and Mulching  | 1               | LS          | 2,000.00         | 2,000.00              |                     |
| <b>Subtotal 500,000 Gallon Water Storage Tank</b>             |                 |             |                  | <b>\$839,000.00</b>   |                     |
| <b>Booster Pump Station</b>                                   |                 |             |                  |                       |                     |
| <b>Description</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Total</b>          |                     |
| Mobilization and Bonds  | 1               | LS          | \$40,000.00      | \$40,000.00           |                     |
| Sitework  | 1               | LS          | 20,000.00        | 20,000.00             |                     |
| Yard Piping   | 1               | LS          | 50,000.00        | 50,000.00             |                     |
| Fencing   | 200             | LF          | 30.00            | 6,000.00              |                     |
| Pump Station Building   | 1,200           | SF          | 250.00           | 300,000.00            |                     |
| Pump Station Equipment  | 1               | LS          | 150,000.00       | 150,000.00            |                     |
| SCADA and Electrical  | 1               | LS          | 175,000.00       | 175,000.00            |                     |
| 6" Grading "W" Base Course                                    | 200             | Ton         | 40.00            | 8,000.00              |                     |
| Seeding and Mulching  | 1               | LS          | 2,000.00         | 2,000.00              |                     |
| <b>Subtotal Pump Station</b>                                  |                 |             |                  | <b>\$751,000.00</b>   |                     |
| <b>Construction Cost Subtotal</b>                             |                 |             |                  | <b>\$3,812,500.00</b> |                     |
| <b>Engineering Services During Construction (10%) (CA)</b>    |                 |             |                  | <b>\$381,250.00</b>   |                     |
| <b>Construction Cost and CA</b>                               |                 |             |                  | <b>\$4,193,750.00</b> |                     |
| <b>Contingency (15%)</b>                                      |                 |             |                  | <b>\$629,000.00</b>   |                     |
| <b>Construction Cost Total</b>                                |                 |             |                  | <b>\$4,822,750.00</b> |                     |
| <b>TOTAL PROJECT COST</b>                                     |                 |             |                  | <b>\$5,305,000.00</b> |                     |

RESOLUTION NO. 13-191

A RESOLUTION AUTHORIZING AN APPLICATION FOR A GRANT TO 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 submission of a Level III application in the amount of Three Million Five Hundred Fifty-Four Thousand Three Hundred and Fifty Dollars (\$3,554,350) for a 67% grant to the Wyoming Water Development Commission for the East Casper Zone III Water System Improvements.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 10, 2013

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Administrative Services Director  
SUBJECT: June 30, 2013 State Small Business Credit Initiative Certification on Use-of-Allocated Funds

Recommendation:

That Council, by resolution, authorize the Mayor to sign the June 30, 2013, State Small Business Credit Initiative Certification on Use-of-Allocated Funds.

Summary:

The City of Casper is a participating municipality in the United States Treasury Department State Small Business Credit Initiative Program. The Program requires various periodic reports and certifications be prepared, submitted and signed by all representatives of the participating municipalities. A Certification on Use-of-Allocated Funds is due at the end of each quarter. The June 30, 2013, Certification has been prepared and requires the Mayor's signature.

A resolution has been prepared for Council's consideration.

**CERTIFICATION ON USE-OF-ALLOCATED FUNDS**

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

Reference is made to:

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

This certification is delivered to Treasury pursuant to Section 4.7 ("Quarterly Reports") of the Allocation Agreement.

The undersigned, on behalf of the Participating Municipalities, hereby makes the following certifications as of the date of this certification:

1. the information provided by the Participating Municipalities under Section 4.7 ("Quarterly Reports") of the Allocation Agreement on the use of Allocated Funds is accurate;
2. funds continue to be available and legally committed to contributions by the Participating Municipality to, or for the account of, Approved Municipal Programs, less any amount that has been contributed by the Participating State to, or for the account of, Approved Municipal Programs subsequent to the Participating Municipalities being approved for participation in the State Small Business Credit Initiative;
3. the Participating Municipalities is implementing its Approved Municipal Program or Programs in accordance with the Act and the regulations or other guidance issued by Treasury under the Act; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating Municipalities is valid and in full force and effect.

By: \_\_\_\_\_  
Name: Kenye Schlager  
Title: Mayor  
Participating Municipality: Casper

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



INDEPENDENT ACCOUNTANT'S REPORT  
ON APPLYING AGREED-UPON PROCEDURES

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

We have performed the procedures for the Quarter Ending June 30, 2013 enumerated below, in Attachment A, which were agreed to by the Board of Directors of Wyoming Smart Capital Network, LLC and its Consortium of Wyoming Municipalities, solely to assist you in evaluating the completeness, accuracy and compliance with the SSBCI National Standards for Compliance and Oversight, SSBCI Policy Guidelines and the approved procedures and policies of the Board. Management and the Board are responsible for the preparation and compliance requirements of the reports.

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

The procedures and the findings are included in attachment A.

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

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

*Mader Tschacher Peterson + Co.*

Laramie, Wyoming  
July 9, 2013

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

|  |                              |       |                               |
|--|------------------------------|-------|-------------------------------|
| Participating State  | Laramie Consortium (Wyoming) |       |                               |
| For the quarter ending   | June 30th 2013               |       |                               |
| Name and contact information of the person to be contacted on matters involving this quarterly report: |                              |       |                               |
| Name   | Janine Jordan                | Title | City Mgr, City of Laramie, WY |
| Email  | jjordan@cityoflaramie.org    | Phone | 307-721-5226                  |

|   |                |
|---|----------------|
| Cumulative funds transferred to the Participating State | \$4,345,556.00 |
|---|----------------|

| ALLOCATED FUNDS USED, EXCLUDING ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS |                    |             |             |
|---|--------------------|-------------|-------------|
| Approved State Program  | Program Type       | Quarterly   | Cumulative  |
| Credit Guarantee Program  | Collateral support | \$70,000.00 | \$70,000.00 |
|   |                    |             |             |
|   |                    |             |             |
|   |                    |             |             |
| Total funds used, excluding funds used for administrative costs               |                    | \$70,000.00 | \$70,000.00 |

**SSBCI Funds Used are those SSBCI funds that have been (a) deposited with a lender to cover the federal contributions to a CAP reserve fund, (b) disbursed or committed to a specific borrower as part of a loan participation, collateral support, or direct lending program, (c) set aside to cover obligations arising from individual loan guarantees, loan participations, or collateral support agreements to specific borrowers, or (d) invested in specific businesses or committed to be invested in specific businesses, pursuant to a venture capital investment. In the event that the sum of (a) plus (b) plus (c) plus (d) exceeds the Participating State's original total allocation (because some of the funds invested have generated program income that has been added to allocated funds), the SSBCI Funds Used shall be the Participating State's original total allocation.**

| ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS              |           |            |
|--|-----------|------------|
|  | Quarterly | Cumulative |
| Direct administrative costs                                | \$0.00    | \$0.00     |
| Indirect administrative costs                              | \$0.00    | \$0.00     |
| Total administrative costs                                 | \$0.00    | \$0.00     |
| Administrative costs, as a percent of funds transferred    | 0.00%     | 0.00%      |
| Administrative costs, as a percent of allocated funds used | 0.00%     | 0.00%      |

**Note: Administrative costs must not exceed the limits imposed by Title III, Section 3003(c)(3) of the State Small Business Credit Initiative Act of 2010. These limits are based on the amount of funds transferred. However, high administrative costs relative to the amount of allocated funds used could be an early warning indicator that administrative costs are on a trajectory to exceed allowable limits.**

| SUMMARY OF USE OF ALLOCATED FUNDS                              |             |             |
|--|-------------|-------------|
|  | Quarterly   | Cumulative  |
| Total funds used, excluding funds for administrative costs     | \$70,000.00 | \$70,000.00 |
| Total administrative costs                                     | \$0.00      | \$0.00      |
| Total allocated funds used                                     | \$70,000.00 | \$70,000.00 |
| OTHER REQUIRED INFORMATION                                     |             |             |
|  | Quarterly   | Cumulative  |
| Program income   | \$0.00      | \$0.00      |
| Charge-offs against Federal contributions to CAP reserve funds | \$0.00      | \$0.00      |

RESOLUTION NO. 13-192

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE STATE SMALL BUSINESS CREDIT INITIATIVE/LARAMIE CONSORTIUM OF PARTICIPATING MUNICIPALITIES JUNE 30, 2013 CERTIFICATION ON USE-OF-ALLOCATED FUNDS

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

WHEREAS, the Laramie Consortium of Participating Municipalities oversees the United States Treasury Department State Small Business Credit Initiative Program; and,

WHEREAS, under the terms of the Allocation Agreement between the United States Treasury Department and the Laramie Consortium of Participating Municipalities certain periodic reports and certifications, including quarterly Certification On Use-Of-Allocated Funds, are to be submitted; and,

WHEREAS, Kenyne Schlager, Mayor of the City of Casper is designated as the Authorized Representative for the City of Casper in the Allocation Agreement; and,

WHEREAS, the required Certification On Use-Of-Allocated Funds for the quarter ended June 30, 2013 has been prepared and is due.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to sign the State Small Business Credit Initiative June 30, 2013, Certification On Use-Of-Allocated Funds.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 2, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
Doug Follick, Leisure Services Director  
Andrew Beamer, P.E., City Engineer  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Change Order No. 2 – Hussey Seating Company  
Casper Events Center Arena Seating Upgrades, Project No. 12-63

Recommendation:

That Council, by resolution, authorize Change Order No. 2 with Hussey Seating Company, for the Casper Events Center Arena Seating Upgrades Project, No. 12-63, for a time extension of ninety (90) days, and no change in the contract amount.

Summary:

Hussey Seating Company is under contract for the Casper Events Center Arena Seating Upgrades Project. The project consists of complete replacement of all seats in the Casper Events Center arena, which totals almost 8,450 seats, along with some refurbishing work on the retractable seating structures, and replacement of all of the incandescent aisle/step lights with new LED fixtures to save on maintenance and replacement costs on those fixtures. Construction of the improvements was to be completed by December 2013.

The purpose of this Change Order No. 2 is to allow for an adjustment in the finished surface of the seat backs in the upper section of the arena. These seat backs were scheduled to receive a plastic finish as a cost saving decision to remain within budget. The contractor recently obtained the ability to switch this finish to the vinyl surface on the upper section seats, so they would match the seats in the lower section of the arena for no additional cost.

The original contract price was \$1,427,345. Change Order No. 1 was a deduct change order for \$204,045 to keep the project within budget constraints. This Change Order No. 2 will not affect the contract price. The project schedule will be increased by ninety (90) days, resulting in a March 6, 2014, substantial completion deadline.

A resolution is prepared for Council's consideration.

CITY OF CASPER  
CHANGE ORDER

NO. Two (2)

PROJECT: Casper Events Center Arena Seating Upgrades  
Project No. 12-63

DATE OF ISSUANCE: June 19, 2013

OWNER: City of Casper, Wyoming

CONTRACTOR: Hussey Seating Company

ENGINEER: City of Casper

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

Description: Time extension of 90 Days for a desired change in seat cover materials.

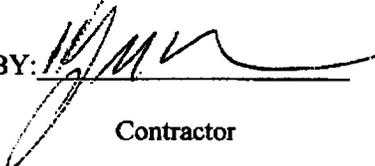
Attachments: Memo

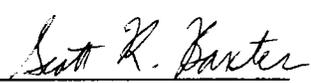
| CHANGE IN CONTRACT PRICE  | CHANGE IN CONTRACT TIME   |
|---|---|
| Original Contract Price:<br>\$ <u>1,427,345.00</u>                            | Original Contract Time: (days or date)<br><u>Substantial completion: December 6, 2013</u><br><u>Final completion: December 20, 2013</u>           |
| Previous Change Orders No. <u>-1-</u> to <u>-1-</u><br>\$ <u>- 204,045.00</u> | Net change from previous Change Orders<br>(days):<br><u>-- 0 --</u>   |
| Contract Price prior to this Change Order:<br>\$ <u>1,223,300.00</u>          | Contract Time Prior to this Change Order: (date)<br><u>Substantial completion: December 6, 2013</u><br><u>Final completion: December 20, 2013</u> |
| Net Increase/ <del>Decrease</del> of this Change Order:<br>\$ <u>0.00</u>     | Net Increase/ <del>Decrease</del> of this Change Order: (days)<br><u>-- 90 --</u>   |
| Contract Price with all approved Change Orders:<br>\$ <u>1,223,300.00</u>     | Contract Time with all approved Change Orders:(date)<br><u>Substantial completion: March 6, 2014</u><br><u>Final completion: March 20, 2014</u>   |

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:   
Contractor

BY:   
Engineer

BY: \_\_\_\_\_  
Owner



# husseyseating

YOUR PARTNER FOR SEATING SOLUTIONS

## ORDER CHANGE

PROJECT NAME: Casper Event Center  
Seating Upgrades  
LOCATION: One Event Drive  
Casper, WY 82602  
CUSTOMER: City of Casper, WY  
CUSTOMER CONTACT: Scott Baxter

ORDER CHANGE NUMBER: 002  
INITIATION DATE: 6/11/2013  
Hussey Order # O-37924  
CUSTOMER PROJECT NO: 12-63  
FROM: Holly Dion  
PHONE NO: (207) 676-0270

### Description of changes:

Official fabric selection for use on all seating to be: Morbern | G-1 | NAVY BLUE | VA08 as submitted on 05 June 2013

With this fabric selection, the backs in the upper level will be changed from plastic construction to the Upholstered Quattro Classic back.

This change order is in the amount of \$0.

The project completion date will be extended by up to 10 - 12 weeks as a result of this change. Completion date will be finalized once the fabric is on order and Hussey can obtain a firm completion date.

|  |   |            |
|--|---|------------|
| Original Contract Amount.....                          | \$ 1,427,345.00                               | ✓          |
| Previous Change Order #1 (DECREASE).....               | \$ 204,045.00                                 | ✓          |
| Current Contract Amount.....                           | \$ 1,233,300.00                               | math error |
| New Contract Amount (IF CHANGE ORDER IS ACCEPTED)..... | \$ <del>1,233,300.00</del> SB<br>1,223,300.00 |            |

AUTHORIZED BY: \_\_\_\_\_  
(Customer Signature)

DATE: \_\_\_\_\_

NOT AUTHORIZED BY: \_\_\_\_\_  
(Customer Signature)

DATE: \_\_\_\_\_

RESOLUTION NO. 13-193

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH HUSSEY SEATING COMPANY, FOR THE CASPER EVENTS CENTER ARENA SEATING UPGRADES, PROJECT NO. 12-63.

WHEREAS, the City of Casper desires to change the scope of work by changing the seat covering finish on the upper arena seating section with a time extension of ninety (90) days for the Casper Events Center Arena Seating Upgrades, Project No. 12-63; and,

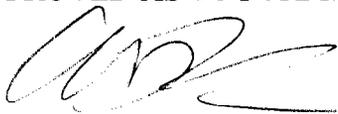
WHEREAS, Hussey Seating Company, is able and willing to provide those services, specified as Change Order No. 2 to the Agreement by changing the seat covering finish on the upper arena seating section with a time extension of ninety (90) days for the Casper Events Center Arena Seating Upgrades, Project No. 12-63, and further described therein.

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, Change Order No. 2 to the Agreement with Hussey Seating Company, for changing the seat covering finish on the upper arena seating section with a time extension of ninety (90) days for the Casper Events Center Arena Seating Upgrades, Project No. 12-63, for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total price not to exceed One Million Two Hundred Twenty-Three Thousand, Three Hundred Dollars (\$1,223,300).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Schlager  
Mayor

July 10, 2013

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: JAI JAI MATA WYOMING HOSPITALITY, INC Ground Lessor Estoppel and Agreement and Lease Agreement, and Assignment and Assumption of Lease

Recommendation:

That Council, by resolution, approve the following documents:

- Ground Lessor Estoppel and Agreement and Lease Amendment, between the City of Casper and JAI JAI MATA WYOMING HOSPITALITY, INC.
- Assignment and Assumption of Lease between JJM HOSPITALITY, INC. and JAI JAI MATA WYOMING HOSPITALITY, INC.

Summary:

In February 2007 the City entered into an agreement with JJM HOSPITALITY, INC., dba Hilton Gardens, Inc. whereby JJM leased City owned real property adjacent to the hotel facility located at 1150 North Poplar Street. The property is located on the north, northwest and north-east sides of the hotel property.

As part of a current financing transaction with its lender, JJM has requested the City consider agreeing to a Ground Lessor Estoppel and Agreement and Lease Amendment. Under the terms of this agreement the City agrees that the lender shall have the rights to:

- Assign or sublet JJM's interests in the lease to the lender
- Exercise any option to renew the term of the lease if JJM shall fail to exercise any such option
- Participate in any arbitration proceeding pursuant to the Lease

Essentially the City will be agreeing all the rights under the amended lease that JJM possess to be assigned to the lender, thereby allowing the lender, if needed, to "step into" the lease and or assign/sublet JJM's interest in the lease.

The lender is also requesting that the term of the original lease be amended to include two twenty five (25) year extension periods.

Additionally, and related to the financing transaction, JJM is requesting that the City consent to and assignment and assumption of the amended lease to JAI JAI MATA WYOMING HOSPITALITY, INC. This agreement transfers all the rights and interest of the amended lease from JJM to JAI JAI MATA.

A resolution has been prepared for Council's consideration.

## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is dated July \_\_\_\_\_, 2013 and is by and between **JJM HOSPITALITY, INC.**, a California corporation having an address of 2281 Manzano Court, Pleasanton, California 94566 (the "Assignor"), and **JAI JAI MATA WYOMING HOSPITALITY INC.**, a California corporation having an address of 2281 Manzano Court, Pleasanton, California 94566 (the "Assignee").

### RECITALS

A. The Assignor is the lessee under a Lease Agreement dated February 20, 2007 (as amended through the date hereof, the "Lease") between the City of Casper, Wyoming (the "Lessor"), as lessor, and the Assignor, as lessee, with respect to certain leased premises located in the City of Casper, Wyoming and more particularly described therein.

B. The Assignor has agreed to assign all of its right, title and interest as lessee under the Lease to the Assignee, and the Assignee has agreed to assume all of the obligations and liabilities of the Assignor under the Lease, all on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

1. Assignment of Lease. The Assignor hereby absolutely, irrevocably and unconditionally assigns, transfers, conveys and delivers to the Assignee all right, title, interest and estate of the Assignor in, to and under the Lease. The parties acknowledge and agree that this Assignment is intended to be, and in fact is, a present, absolute assignment of the Lease, and is not intended to be a collateral assignment or mortgage of the Lease.

2. Assumption of Lease. The Assignee hereby accepts and assumes all of the covenants, obligations and liabilities of the Assignor under the Lease.

3. Further Assurances. Upon reasonable written request from time to time by either party, the other party shall execute and deliver such additional documents and/or take such other actions as shall be reasonably necessary in order to carry out the intent and purpose of this Assignment and/or to memorialize, confirm, effectuate or perfect the assignment and assumption of the Lease effected hereby.

4. Consent of Lessor. The Lessor hereby consents to the assignment and assumption of the Lease between the Assignor and the Assignee effected by this Assignment.

5. Miscellaneous.

(a) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Assignment shall be governed by and construed in accordance with the laws of the State of Wyoming.

(c) This Assignment may only be amended by a written document executed by all parties hereto.

(d) This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument.

[Signatures on next page]

**IN WITNESS WHEREOF**, the Assignor and the Assignee have executed and delivered this Assignment and Assumption of Lease as of the date set forth on the first page hereof.

ASSIGNOR:

JJM HOSPITALITY, INC.

By: \_\_\_\_\_

Name: Narender Taneja

Title: President

ASSIGNEE:

JAI JAI MATA WYOMING HOSPITALITY INC.

By: \_\_\_\_\_

Name: Narender Taneja

Title: President

By signing below, the Lessor consents to the assignment and assumption of the Lease between the Assignor and the Assignee effected by this Assignment:

LESSOR:

CITY OF CASPER, WYOMING

Approved as to Form:

  
\_\_\_\_\_  
William C. Luben, City Attorney

By: \_\_\_\_\_

Name: Kenyne Schlager

Title: Mayor

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Narender Taneja, as the President of JJM HOSPITALITY, INC., a California corporation.

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Narender Taneja, as the President of JAI JAI MATA WYOMING HOSPITALITY INC., a California corporation.

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Kenyne Schlager, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

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

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

Prepared by, and after recording return to:

Andrea Clay, Esq.  
Allen Matkins Leck Gamble Mallory & Natsis LLP  
Three Embarcadero Center, 12<sup>th</sup> Floor  
San Francisco, California 94111

GROUND LESSOR ESTOPPEL AND AGREEMENT AND LEASE AMENDMENT

Between

**TENANT: JAI JAI MATA WYOMING HOSPITALITY INC.**, a California corporation

**LANDLORD: CITY OF CASPER, WYOMING**, a Municipal Corporation

**LENDER: C-III COMMERCIAL MORTGAGE LLC**

GROUND LESSOR ESTOPPEL AND AGREEMENT AND LEASE AMENDMENT

WHEREAS, **CITY OF CASPER, WYOMING**, a Municipal Corporation (hereinafter "Landlord"), has heretofore leased certain lands described on Exhibit A attached hereto (hereinafter the "Premises") to JJM HOSPITALITY, INC., which assigned its interest to **JAI JAI MATA WYOMING HOSPITALITY INC.**, a California corporation (hereinafter "Tenant"), pursuant to an agreement of lease, a true and correct copy of which and all amendments thereto is attached hereto as Exhibit B, (as same may have been amended, modified, substituted or extended, hereinafter the "Lease"). For purposes of recordation only a summary description of the Lease shall be attached.

WHEREAS, Tenant seeks to obtain from C-III Commercial Mortgage LLC, having an office at 5221 North O'Connor Boulevard, Suite 600, Irving, Texas 75039, Attention: John Roach and Jenna Unell (together with its successors and assignees, hereinafter "Lender") a loan (hereinafter the "Loan") secured by a first leasehold mortgage upon Tenant's interest as tenant under the Lease in the Premises (the "Leasehold Mortgage"); and

WHEREAS, Lender is unwilling to make the Loan unless Landlord enters into this agreement with respect to the financing of the Lease.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord hereby certifies to and agrees with Lender as follows:

1. Landlord hereby consents to the granting by Tenant of a mortgage on Tenant's interest pursuant to the Lease, as amended, to Lender. Notwithstanding anything in the Lease to the contrary, Landlord hereby agrees that any involuntary transfer of Tenant's interest in the Lease to Lender, its successors or assigns shall not constitute an event that terminates the Lease or entitles Landlord to terminate the Lease.

2. Landlord shall send notices required by the Lease to the address of Lender set forth above, or at such other address as Lender may provide in writing.

3. Tenant and Landlord hereby agree that as of the date hereof the Lease is amended to incorporate the provisions of Exhibit C attached hereto.

4. Landlord hereby covenants and agrees that the Leasehold Mortgage shall not be subject or subordinate to any mortgage encumbering the fee estate of the Premises.

5. Landlord hereby agrees that Tenant shall have the right to assign or sublet Tenant's interest under the Lease to Lender, its successor or assign without the consent of Landlord.

6. Landlord hereby agrees that Lender shall have the right, pursuant to the terms of the Lease, to exercise any option to renew the term of the Lease if the Tenant shall fail to exercise any such option.

7. Landlord hereby covenants and agrees that Lender shall be entitled to participate in any arbitration proceeding pursuant to the Lease.

8. Landlord hereby certifies as follows:

(a) Landlord is the owner of the fee simple estate in the Premises and is the landlord under the Lease.

(b) Tenant is the owner of the leasehold estate in the Premises and is the tenant under the Lease.

(c) The Lease is in full force and effect and in accordance with its terms and has not been further assigned, supplemented, modified or otherwise amended except as set forth in Exhibit B attached hereto.

(d) To the best of Landlord's knowledge, each of the obligations on Tenant's part to be performed to date under the Lease or under any other agreement described in Exhibit B attached hereto have been performed.

(e) To the best of Landlord's knowledge, Tenant has no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease, or any amounts owing under any other agreement described in Exhibit B.

(f) Except as set forth in Exhibit B attached hereto, there do not exist any other agreements concerning the Premises, whether oral or written between Landlord and Tenant (or their respective predecessors or successors) under the Lease.

(g) As of date hereof, no basic rent or additional rent is due from Tenant under the Lease, except as set forth in Exhibit B attached hereto. The basic rent currently payable by Tenant under the Lease is \$2,400.00 per annum, payable in advance each January 2. Basic rent due under the Lease has been paid through January 2, 2014.

(h) The term commencement date of the Lease was February 20, 2007, and the initial term/current extension term of the Lease shall expire on February 19, 2032.

(i) Landlord has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Premises and there are currently no mortgages, deeds of trust or other security interests encumbering Landlord's fee interest in the Premises and no third party has an option or preferential right to purchase all or any part of the Premises.

(j) There is no pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against the Premises.

This Estoppel and Agreement and the representations and agreements made herein are given with the understanding that this Estoppel and Agreement constitutes a material inducement for Lender in making the Loan to Tenant and that Lender shall rely hereon in making the Loan to Tenant. This Estoppel and Agreement and the representations and agreements made herein shall inure to the benefit of Lender, its successors and assigns and shall be binding on Landlord, its heirs, legal representatives, successors and assigns. In the event of a conflict between the terms and provisions of this Estoppel and Agreement and the terms and provisions of the Lease, the terms and provisions of this Estoppel and Agreement shall control. To the extent that this Estoppel and Agreement modifies the terms and provisions of the Lease, such modification shall be deemed to be an amendment of the Lease and the parties hereto shall be estopped from denying the effectiveness of the modifications effected hereby.

This Estoppel and Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Estoppel and Agreement may be detached from any counterpart of this Estoppel and Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Estoppel and Agreement identical in form hereto but having attached to it one or more additional signature pages.

Executed this \_\_\_\_ day of July, 2013.

LANDLORD:

Approved as to Form:

**CITY OF CASPER, WYOMING**, a Municipal Corporation

  
William C. Luben  
City Attorney

By: \_\_\_\_\_  
Name: Kenyne Schlager  
Its: Mayor

TENANT:

**JAI JAI MATA WYOMING HOSPITALITY INC.**, a California corporation

By: \_\_\_\_\_  
Name: Narendra Taneja  
Its: President

NOTARY ACKNOWLEDGEMENT

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Kenyne Schlager, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Narender Taneja, as the President of JAI JAI MATA WYOMING HOSPITALITY INC., a California corporation.

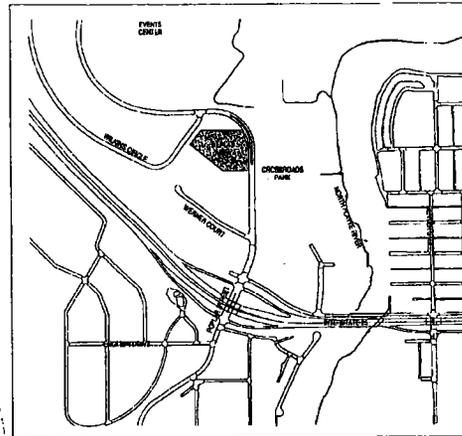
\_\_\_\_\_  
NOTARY PUBLIC

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

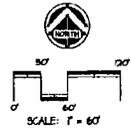
**EXHIBIT A**

**LEGAL DESCRIPTION**

Tract A and that portion of Lot 24A adjacent to Lot 28 and Lot 29 of the North Platte Industrial Park Lots 28 and 29 subdivision, as depicted and cross-hatched on Exhibit "A-1" attached hereto.



VICINITY MAP  
NO SCALE



LEGEND

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

CERTIFICATE OF DEDICATION

STATE OF WYOMING } SS  
COUNTY OF NATRONA }

THE UNDERSIGNED, JLM HOSPITALITY, INC. DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE TRACT DESCRIBED HEREIN, A PORTION OF THE NORTH PLATTE INDUSTRIAL PARK, BEING A PORTION OF SECTION 4, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, ALSO KNOWN AS LOTS 26 AND 27 OF THE NORTH PLATTE INDUSTRIAL PARK SUBDIVISION TO THE CITY OF CASPER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH W CORNER OF SECTION 3, MONUMENTED BY A BRASS CAP;  
THENCE S87°00'00" E A DISTANCE OF 280.44 FEET TO THE MOST WESTLY CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;  
THENCE N87°00'00" E A DISTANCE OF 183.84 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;  
THENCE S87°00'00" E A DISTANCE OF 283.36 FEET TO A POINT LOCATED ON THE WEST LINE OF POPULAR STREET, MONUMENTED BY A BRASS CAP;  
THENCE S02°20'17" E ALONG THE WEST LINE OF POPULAR STREET, A DISTANCE OF 204.16 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;  
THENCE N85°32'54" E ALONG THE LINE COMMON TO SAID LOT BY AND THE WEST LINE OF LOT 13B OF HOLIDAY HILLS A DISTANCE OF 262.64 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;  
THENCE N85°32'54" E ALONG THE LINE COMMON TO SAID LOTS 26 & 27, AND LOTS 21 & 20, A DISTANCE OF 480.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 8.91 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESTRICCTIONS AND ENCUMBRANCES AS SHOWN HEREON, WHICH HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

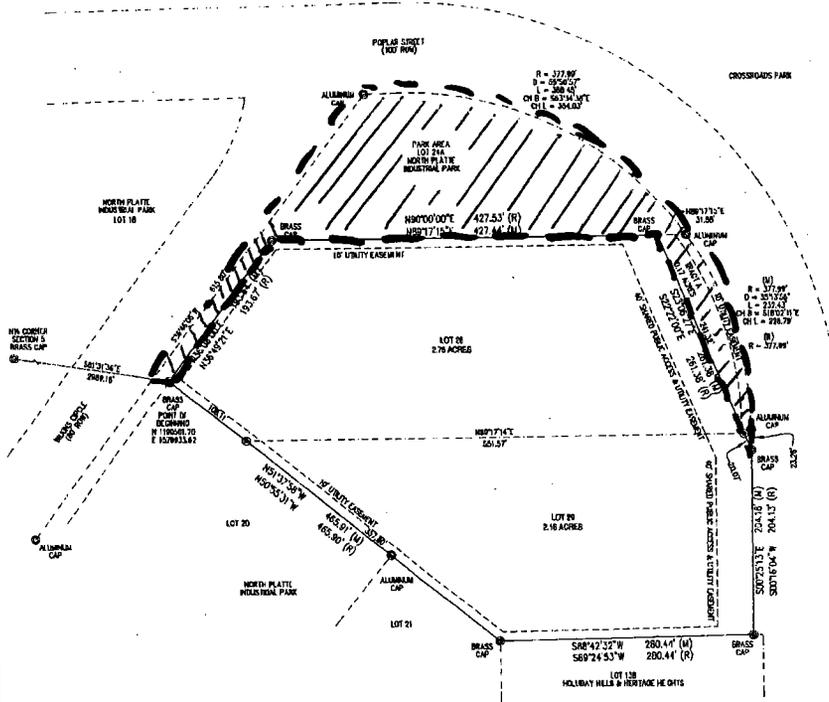
JLM HOSPITALITY, INC.  
5015 LINCOLN AVENUE DRIVE  
ANTIOCH, CA 94501

*William R. Fehring*  
WILLIAM R. FEHRINGER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MAJESTER TAMEGA THIS 13<sup>th</sup> DAY OF MARCH, 2007.

WITNESS MY HAND AND OFFICIAL SEAL, MY COMMISSION EXPIRES 12/31/08

*William R. Fehring*  
NOTARY PUBLIC



APPROVALS  
APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
THIS 23<sup>RD</sup> DAY OF JANUARY, 2007.  
ATTEST: *David L. Peterson*  
SECRETARY

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. 07-19, DULY PASSED,  
ADOPTED AND APPROVED THIS 20<sup>TH</sup> DAY OF FEBRUARY, 2007.  
ATTEST: *John M. Dault*  
CITY CLERK

INSPECTED AND APPROVED THIS 15<sup>TH</sup> DAY OF MARCH, 2007.  
INSPECTED AND APPROVED THIS 15<sup>TH</sup> DAY OF MARCH, 2007.  
INSPECTED AND APPROVED THIS 20<sup>TH</sup> DAY OF MARCH, 2007.

RECORDED  
FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS 16<sup>TH</sup> DAY OF APRIL, 2007.  
INSTRUMENT NO. 816447

NOTES  
1. ERROR OF CLOSURE EXCEEDS 1:235,269.  
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983, CITY OF CASPER GIS SYSTEM.  
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°40'44.42", AND THE COMBINATION SCALE FACTOR IS 0.999796.

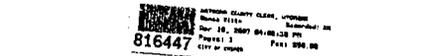
CERTIFICATE OF SURVEYOR  
STATE OF WYOMING } SS  
COUNTY OF NATRONA }

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5226, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN FEBRUARY, 2006, 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 AND COURSES REFERRED TO THE TRUE MERIDIAN. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*William R. Fehring*  
WILLIAM R. FEHRINGER  
COUNTY SURVEYOR

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER THIS 12<sup>TH</sup> DAY OF MARCH, 2007.  
WITNESS MY HAND AND OFFICIAL SEAL, MY COMMISSION EXPIRES 12/31/08

*William R. Fehring*  
NOTARY PUBLIC



REPLAT OF  
LOTS 26 & 27, NORTH PLATTE INDUSTRIAL PARK  
AS  
NORTH PLATTE INDUSTRIAL PARK  
LOTS 28 AND 29

TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE  
NWNW1/4 SECTION 4  
T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY WYOMING

EXHIBIT A-1

**EXHIBIT B**  
**LEASE DESCRIPTION**

The City Of Casper, Wyoming, a Municipal Corporation ("Landlord"), has heretofore leased certain lands described on Exhibit A (the "Premises") to JJM HOSPITALITY, INC., which assigned its interest to JAI JAI MATA WYOMING HOSPITALITY INC., a California corporation (hereinafter "Tenant"), pursuant to an agreement of lease, a true and correct copy of which and all amendments thereto is attached hereto as Exhibit "B-1". Said Lease being recorded as Instrument No. 816445 on April 16, 2007 in the real estate records of Natrona County, Wyoming.

LEASE AGREEMENT

THIS LEASE, entered into this 20<sup>th</sup> day of February, 2007, by and between the City of Casper, Wyoming, A Municipal Corporation, 200 N. David, Casper, Wyoming 82601, hereinafter referred to as "Lessor", and JJM Hospitality, Inc. dba Hilton Gardens, Inc., \_\_\_\_\_ Casper, Wyoming \_\_\_\_\_, hereinafter referred to as "Lessee".

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereof, the following-described property, to-wit:

Tract A and that portion of Lot 24A adjacent to Lot 28 and Lot 29 of the North Platte Industrial Park Lots 28 and 29 subdivision, hereinafter referred to as the "leased premises"

2. LEASE TERM, FIXTURE OWNERSHIP, ENCUMBRANCES:

The term of this lease shall be for a period of twenty-five (25) years, commencing on the 20<sup>th</sup> day of February, 2007, and shall terminate and be of no further force or effect between the parties at midnight on the 19th day of February, 2032.

Upon termination of this lease for any reason, any and all fixtures and landscaping placed on the lease premises by the Lessee shall become the sole and separate property of the Lessor, free and clear of any claim by the Lessee.

Lessee specifically agrees that the leased premises shall be kept free of any lien, mortgage, deed of trust, or other encumbrance, and Lessee agrees not to pledge the leased premises as security for any debt or otherwise allow the leased premises to be encumbered by any lien.

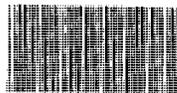
3. RENT:

Lessee shall pay to Lessor rent for the leased premises the sum of Two Thousand Four Hundred Dollars (\$2,400.00) for each calendar year of this lease, payable in advance, to Lessor: Attention City Clerk, 200 North David Street, Casper, Wyoming 82601. Rent shall be paid on or before January 2nd of each year during the above-stated term, with the first installment thereof being due and payable on or before May 1, 2007. For each year of this lease and any extensions or renewals thereafter, the rent shall automatically increase by three percent (3%) of the rent due for the prior calendar year.

4. PURPOSE:

The leased premises are leased to Lessee for the sole and only purposes of:

1



**816445**

NATRONA COUNTY CLERK, WYOMING  
Renea Vitto Recorded: KA  
APR 16, 2007 04:07:39 PM  
Pages: 11 Fee: \$38.00  
CITY OF CASPER

EXHIBIT B-1

- a. Landscaping and surface parking as described and set forth on the attached site plan and elevation, which, by this reference is hereby incorporated herein at this point as if fully set forth;
- b. Temporary outdoor tent used for the purposes of outdoor banquet or receptions;
- c. Play ground equipment to be approved by the Community Development Director.

THE LESSEE SHALL NOT, UNDER ANY CIRCUMSTANCE USE THE LEASED PREMISES FOR ANY OTHER PURPOSE OR IN ANY OTHER MANNER WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE LESSOR. In addition, the Leased Premises shall not be used for off-premise or business signage.

5. INSURANCE AND INDEMNIFICATION:

Lessee agrees to indemnify and hold the Lessor, its elected officials, employees, and agents harmless from any and all claims arising out of Lessee's use and/or occupancy of the leased property and/or other City facilities described in this Lease Agreement. To ensure its ability to indemnify the Lessor as agreed, Lessee will obtain, at its own cost and expense, liability insurance coverage in amounts not less than the Lessor's maximum liability under the Wyoming Governmental Claims Act, W. S. 1-39-101 et seq., currently two hundred fifty thousand dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence, and five hundred thousand dollars (\$500,000) for all claims of all claimants arising out of a single transaction or occurrence. Lessee shall also provide property damage insurance in the same amount of not less than two hundred fifty thousand dollars (\$250,000) per occurrence. Such insurance shall provide that it will not be canceled or limits reduced without at least thirty (30) days prior written notification to the Lessor, that the Lessor, its elected officials, employees and agents be named as an additional insured, and that it is primary insurance without any right of contribution from any other resource or insurance of the Lessor. Lessee shall have their insurance agent issue a certificate of insurance including necessary endorsement(s) evidencing such insurance as described above immediately after execution of this agreement and prior to use of the property. The Lessor's failure to request or review such policies, endorsements, and certificates shall not affect the Lessor's rights or the Lessee's obligation hereunder.

Lessee also agrees to provide Workers' Compensation coverage at statutory limits for their employees.

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.

6. TERMINATION:

Unless this Lease Agreement is otherwise extended or renewed in writing by and between the parties, it shall terminate, and be of no further force or effect between the parties at the end of the lease term as specified in Paragraph 2 above. This Agreement and its terms are subject to the condition that the Lessee actually construct and complete at least one hotel as proposed to be built by the Lessee in the North Platte Industrial Park. In the event the Lessee does not construct at least one hotel as described herein within three (3) years of the date of this Agreement, then, in that event, this Agreement shall terminate, and will not be of any further force or effect between the parties.

7. LEASE RENEWAL:

Lessee may request an extension of the lease for an additional twenty-five (25) year term under similar terms and conditions contained herein, provided, however, that the Lessee shall make such request in writing at least ninety (90) days prior to the end of the lease term. If Lessor does not agree, in writing to extend the lease, it shall expire upon its own term at the end of the lease term.

8. 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 breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force as to future acts or happenings notwithstanding such individual waiver of any breach thereof.

9. DEFAULT AND SURRENDER OF LEASED PREMISES:

In the event Lessee fails to do, or cause to be done, any of the terms and conditions of this lease, the same shall be considered a default of the entire lease. Lessor shall give Lessee written notice of any such default, and Lessee shall have forty-five (45) days to cure such default after the mailing of said notice by Lessor. Upon failure to cure said default, Lessor may, at its option, terminate this lease, and Lessee shall give up the leased property peacefully and in as good as condition as when entered upon. Lessor, upon such default and termination, shall have the right to enter upon the leased premises with or without process of law.

10. 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. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, 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. These investigations shall be made by Lessee 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.

11. SUBLEASE:

No part of the leased premises shall be subleased or assigned by Lessee, without the written consent of the Lessor first being obtained.

12. 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 for the correction, prevention, or abatement of nuisances or other grievances in, upon, or connected with said premises during the term.

13. IMMUNITY/GOVERNMENTAL CLAIMS ACT:

The Lessor 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 Lessor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. EASEMENT RESERVATION:

Lessor hereby reserves the unequivocal right to enter the leased premises for the purposes of the installation, maintenance, and repair of public improvements, including, but not limited to water and sewer mains that are, or may be constructed in the leased premises. Lessor

agrees to restore the surface of the leased premises to its condition as it existed prior to the installation, maintenance, or repair thereof. Lessee shall not be entitled to any compensation for the Lessor's right of entry of the leased premises as set forth herein, except for Lessor's obligation to restore the premises in the event of any such installation, maintenance, or repair.

15. MISCELLANEOUS COVENANTS:

- A. Lessee agrees that it has examined the leased premises and accepts the same in its present condition.
- B. Lessee will allow no liens to be placed upon the leased premises.
- C. Lessee shall pay all utilities and operating expenses associated with the use of the property.
- D. Lessee shall comply with local, State, and Federal regulations.
- E. Lessor shall have access to the leased premises at all reasonable times for the purposes of inspection and repair.
- F. The Lessee shall 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 leased 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 leased premises.
- G. Authorized representatives of Lessor may have access to the leased premises at all times for the purpose of servicing the utilities which are presently situated on the leased premises. The Lessor reserves the right to add or place additional utilities in the lease premises at any time.
- H. 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.
- I. Lessee shall develop said property in accordance with the site plan and elevations dated January 18, 2007 attached hereto as Exhibit "A". Any substantial alterations to said site plan such as reconfiguration of the surface parking, expansion of any paved area on the property or major redevelopment of the landscaping treatments, must be approved in writing by the City Manager of the City of Casper. In addition, Lessee shall provide a drainage plan for the leased premises subject to the City Engineer's approval.





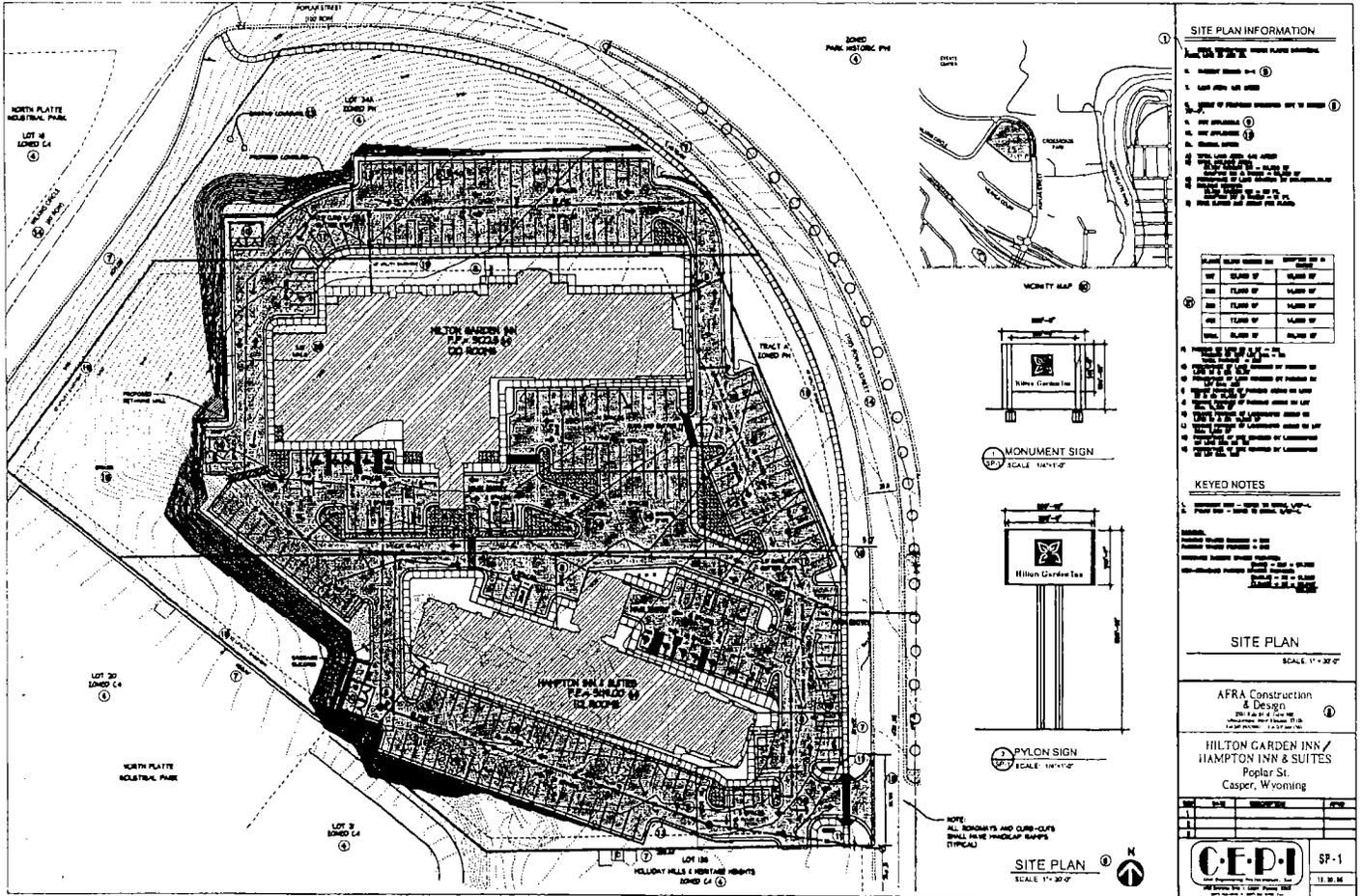
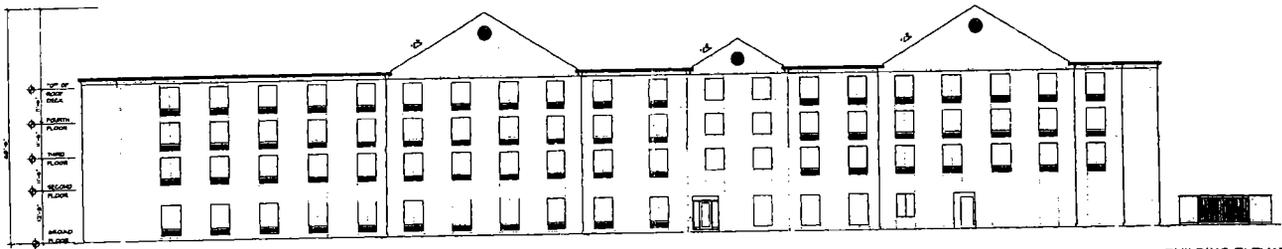


EXHIBIT A  
PAGE 1 of 3



① FRONT ELEVATION  
3/22' x 1'-0"



② REAR ELEVATION  
3/22' x 1'-0"

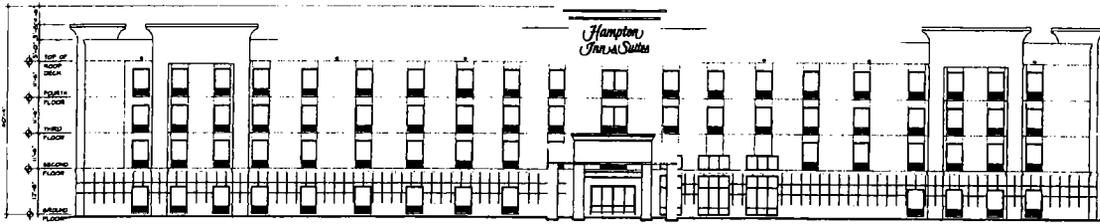
**BUILDING ELEVATIONS**

SCALE: 3/32" = 1'-0"

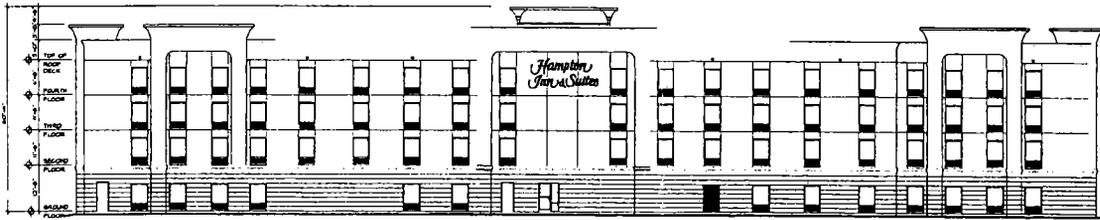
AFRA Construction  
& Design  
2001 1/2th Street, Suite 100  
Casper, Wyoming 82401  
HILTON GARDEN INN  
Poplar St.  
Casper, Wyoming

| REV | DATE | DESCRIPTION | APP'D |
|-----|------|-------------|-------|
| 1   |      |             |       |
| 2   |      |             |       |
| 3   |      |             |       |
| 4   |      |             |       |

A-1



① FRONT ELEVATION  
3/07 - 1'-0"



② REAR ELEVATION  
3/07 - 1'-0"

**BUILDING ELEVATIONS**  
SCALE: 3/07 = 1'-0"

AFRA Construction & Design  
2000 East Hwy. 200, Ste. 100  
Albuquerque, New Mexico 87106  
Tel: 505.261.1100

HAMPTON INN & SUITES  
Poplar St.  
Casper, Wyoming

| REV | DATE | DESCRIPTION | APP'D |
|-----|------|-------------|-------|
| 1   |      |             |       |
| 2   |      |             |       |
| 3   |      |             |       |
| 4   |      |             |       |

A-2  
12.28.06

**EXHIBIT C**

**LEASE AMENDMENT**

The Lease is hereby amended by amending Section 2 regarding "Lease Term, Fixture Ownership", Section 7 regarding "Lease Renewal," Section 11 regarding "Sublease", Section 15(B), and adding a new Section 16 regarding "Lender Protections" as follows:

**SECTION 2 AMENDMENT REGARDING LEASE TERM, FIXTURE OWNERSHIP.**

Section 2 is hereby deleted from the Lease and is replaced by the following new Section 2:

- 2     **LEASE TERM, FIXTURE OWNERSHIP.** The term of this Lease shall be for a period of 25 years commencing on the 20<sup>th</sup> day of February 2007, and, subject to Section 7, shall terminate and be of no further force and effect between the parties at midnight on the 19<sup>th</sup> day of February, 2032.

Upon termination of this Lease for any reason, any and all fixtures and landscaping placed on the leased premises by the Lessee shall become the sole and separate property of the Lessor, free and clear of any claim by the Lessee.

Lessee specifically agrees that the leased premises shall be kept free of any lien, mortgage, deed of trust, or other encumbrance, and Lessee agrees not to pledge the leased premises as security for any debt, or otherwise allow the leased premises to be encumbered by any lien, except as additional collateral in connection with a refinancing of the adjacent property owned by Lessee.

**SECTION 7 AMENDMENT REGARDING "LEASE RENEWAL":**

Section 7 of the Lease pertaining to "Lease Renewal" is hereby deleted from the Lease and is replaced by the following new Section 7:

7.     **LEASE RENEWAL:** Lessee shall have the right to extend the term of this Lease for two (2) consecutive additional twenty five (25) year periods by notifying Lessor in writing at least 90 days prior to the expiration of the then-current term of the Lease. If an extension option is exercised, the term of this Lease shall be extended for an additional twenty five (25) year term, upon all of the same terms, provisions and conditions set forth in this Lease.

**SECTION 11 AMENDMENT REGARDING SUBLEASE.**

Section 11 of the Lease pertaining to "Sublease" is hereby deleted from the Lease and is replaced by the following new Section 11:

11. SUBLEASE: Except in connection with the use and operation of the adjacent parcel owned by Lessee, no part of the leased premises shall be subleased or assigned by Lessee without the written consent of the Lessor first being obtained.

SECTION 15(B) IS HEREBY DELETED.

NEW SECTION 16 ADDING "LENDER PROTECTIONS":

The following new Section 16 is hereby added to the Lease as follows:

16. LENDER PROTECTIONS.

(a) Mortgages/Notices/Rights to Cure.

(1) Lessee shall have the right from time to time to mortgage or otherwise encumber Lessee's interest in this Lease; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Lessee shall so mortgage (each a "**Mortgage**") Lessee's interest in this Lease to a lender (such lender, and any successor, assign, designee or nominee of such lender, hereinafter a "**Mortgagee**"), Lessee or such Mortgagee shall give Lessor prompt notice of such Mortgage and furnish Lessor with a complete and correct copy of such Mortgage together with the name and address of such Mortgagee. After receipt of the foregoing, Lessor shall give to such Mortgagee, at the address of such Mortgagee set forth in such notice, and otherwise in the manner provided by Section 16(c)(2), a copy of each notice of default under the Lease at the same time as, and whenever, any such notice of default shall thereafter be given by Lessor to Lessee, and no such notice of default by Lessor shall be deemed to have been duly given to Lessee unless and until a copy thereof shall have been so given to Mortgagee. Notices to the Mortgagee under this Section 16(a)(1) shall be deemed given on the date received by the Mortgagee. Mortgagee (i) shall thereupon have a period of thirty (30) days more than given to Lessee in each instance in the case of a default in the payment of rent and sixty (60) days more than given to Lessee in each instance in the case of any other default, for remedying the default or causing the same to be remedied, provided, however, if any non-rent default is not capable of remedy by Mortgagee within such sixty (60) day period, Mortgagee shall have such sixty (60) day period to commence curing the default and such greater period of time as is necessary to complete same with due diligence, and (ii) shall, within such periods and otherwise as herein provided, have the right to remedy such default or cause the same to be remedied. Lessor shall accept performance by a Mortgagee of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee. Notwithstanding anything to the contrary herein contained, if the default is of such a nature that it cannot be cured by Mortgagee (for example, the bankruptcy of Lessee), such event shall not be a default under this Lease.

2. Notwithstanding any of the provisions of this Lease to the contrary, no default by Lessee shall be deemed to exist as long as Mortgagee within the periods set forth in paragraph (a) above shall have delivered to Lessor its written agreement to take the action described in clause (i) or (ii) herein and thereafter, in good faith, shall have commenced promptly either (i) to cure the default and to prosecute the same to completion, or (ii) if possession of the property is required in order to cure the default, to institute foreclosure

proceedings and obtain possession directly or through a receiver, and to prosecute such proceedings with diligence and continuity and, upon obtaining such possession, commence promptly to cure the default and to prosecute the same to completion with diligence and continuity, provided that during the period in which such action is being taken (and any foreclosure proceedings are pending), all of the other obligations of Lessee under this Lease, to the extent they are reasonably susceptible to being performed by the Mortgagee, are being performed. However, at any time after the delivery of the aforementioned agreement, the Mortgagee may notify Lessor, in writing, that it has relinquished possession of the Premises or that it will not institute foreclosure proceedings or, if such proceedings have been commenced, that it has discontinued or will discontinue them, and in such event, the Mortgagee shall have no further liability under such agreement from and after the date it delivers such notice to Lessor, and, thereupon, Lessor shall have the unrestricted right to terminate this Lease and to take any other action it deems appropriate by reason of any default, and upon any such termination the provisions of Section 16(b) below shall apply. Notwithstanding anything herein contained to the contrary, provided such Mortgagee shall have otherwise complied with the provisions of this Section 16(a), such Mortgagee shall have no obligation to cure any defaults which are not susceptible to being cured by such Mortgagee.

3. Except as provided in Section 16(a)(2) above, no Mortgagee shall become liable under the provisions of this Lease or any lease executed pursuant to Section 16(b) hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate credited hereby or thereby. This Lease shall not be amended or modified without the consent of any Mortgagee which has delivered the notice provided for in Section 16(a)(1) hereof. In the event that a Mortgagee shall become the owner of such leasehold estate, such Mortgagee shall not be bound by any modification or amendment of this Lease made subsequent to the date of the Mortgage and delivery to Lessor of the notice provided in Section 16(a)(1) hereof and prior to its acquisition of such interest unless the Mortgagee shall have consented to such modification or amendment at the time it was made or at the time of such acquisition.

(b) Right to New Lease.

1. In the case of termination of this Lease for any reason, or in the event this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Lessor shall give prompt notice thereof to a Mortgagee whose name and address Lessor has received pursuant to notice made in compliance with the provisions of Section 16(a)(1), at the address of such Mortgagee set forth in such notice, and otherwise in the manner provided by Section 16(c)(2) of this Lease. Lessor, on written request of such Mortgagee made any time within thirty (30) days after the giving of such notice by Lessor, shall promptly execute and deliver a new lease of the demised premises to the Mortgagee, for the remainder of the term upon all the covenants, conditions, limitations and agreements herein contained (including, without limitation, options to extend the term of this Lease) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time provided that such Mortgagee (i) shall pay to Lessor, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Lessor in

connection with the default by Lessee, the termination of this Lease and the preparation of the new lease, and (ii) shall cure all defaults existing under this Lease which are susceptible to being cured by such Mortgagee promptly and with due diligence after the delivery of such new lease.

2. Any such new lease and the leasehold estate thereby created shall, subject to the same conditions contained in this Lease, continue to maintain the same property as this Lease with regard to any mortgage, including any fee mortgage, on the property or any part thereof or any leasehold interest therein or any other lien, charge or encumbrance thereon whether or not the same shall then be in existence. Any new ground lease made pursuant to this Section 16(b) shall be accompanied by a conveyance of the Lessor's interest, if any, to any of the Lessee's improvements (but not to any of the Lessor's public improvements which shall remain the Lessor's sole and separate property) placed on the land demised hereby (free of any mortgage or other lien, charge or encumbrance created or suffered to be created by the Lessor but not any mortgage or other lien, charge or encumbrance created or suffered to be created by the Lessee) for a term of years equal in duration to the term of the new ground lease as the same may be extended pursuant to the provisions of said new ground lease, subject, however, to any lease of such improvements theretofore made by the Lessee, as Lessor, which is then in effect. Concurrently with the execution and delivery of such new lease, Lessor shall assign to the Lessee named therein all of its right, title and interest in and to moneys (including insurance and condemnation proceeds), if any, then held by or payable to Lessor or any other depository which Lessee would have been entitled to receive but for the termination of this Lease, and any sums then held by or payable to Lessor or such depository shall, subject to the provisions of Section 16(c) hereof, be deemed to be held by or payable to it as Lessor or depository under the new lease.

3. For so long as the Mortgagee shall have the right to enter into a new ground lease with the Lessor pursuant to this Section 16(b), the Lessor shall not enter into a new lease or any sublease of the demised premises with any person or entity other than the Mortgagee, without the prior written consent of the Mortgagee.

(c) Miscellaneous.

1. The provisions of this Section 16 shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 16 were a separate and independent contract made by the Lessor, the Lessee and the Mortgagee and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new ground lease, the Mortgagee may use and enjoy the leasehold estate created by this Lease without hindrance by the Lessor. The aforesaid agreement of the Lessor to enter into a new ground lease with the Mortgagee shall be deemed a separate agreement between the Lessor and such Mortgagee, separate and apart from this Lease as well as a part of this Lease, and shall be unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

2. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) business days after having been deposited in any post office or mail depository

regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lessee: Jai Jai Mata Wyoming Hospitality Inc.  
2281 Manzano Ct.  
Pleasanton, California 94561  
Attention: Narender Taneja

If to Lessor: City of Casper  
Attn: City Manager  
200 N. David Street  
Casper, WY 82601

or addressed as such party may from time to time designate by written notice to the other parties. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

3. Lessor shall have no right and expressly waives any right arising under applicable law, in and to the rentals payable to the Lessee under any lease of the improvements on the land demised hereunder, if any, which rentals may be assigned by the Lessee to the Mortgagee.

4. If a Mortgage is in effect, (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by the Lessee, nor shall the Lessor accept any such termination or surrender of this Lease by the Lessee, without the prior written consent of the Mortgagee and (ii) Lessor shall not have the right to terminate this Lease in the event of a casualty or condemnation without the prior written consent of the Mortgagee.

5. The provisions of this Section 16 are for the benefit of the Mortgagee and may be relied upon and shall be enforceable by the Mortgagee as if the Mortgagee were a party to this Lease.

6. This Lease may be assigned by the Lessee (and the Mortgagee if and when it becomes the Lessee hereunder) without the consent of the Lessor.

7. This Lease shall have priority over all liens and encumbrances on the fee estate of the Lessor in the premises demised hereby or any improvements thereon, including mortgages on the fee estate which were executed prior to the execution of this Lease.

8. Lessor shall, within ten days of the request of any Mortgagee or prospective Mortgagee, provide an estoppel certificate as to any matters reasonably requested by Mortgagee.

9. The Mortgagee shall have the right to participate in the adjustment of losses with any insurance company with respect to any damage or destruction of the demised

premises or any improvements thereon and such Mortgagee shall have the right to supervise and control the receipt and disbursements of all insurance proceeds and shall be entitled to all insurance proceeds which are not used to restore the premises to be applied to the reduction of the debt secured by the Mortgage.

10. In the event of any taking of all or any part of the demised premises, the Mortgagee shall have the right to participate in any condemnation proceedings settlement discussions, shall have the right to supervise and control the receipt and disbursement of all condemnation awards and shall be entitled to all condemnation awards which are not used to restore the premises to be applied to the reduction of the debt secured by the Mortgage. In the event of a partial taking, this Lease shall continue and the rent provided in this Lease shall be reduced proportionately, from and after the date of such taking, based upon the percentage of land which is taken, provided, however, if the portion of the land taken is such that the Lessee cannot in its reasonable judgment economically continue its operations on the demised premises, the Lessee, with the prior written consent of Mortgagee, shall have the right to terminate this Lease. Upon a taking for a temporary period, this Lease shall continue and the entire award shall be payable to Lessee, subject to the provisions of the Mortgage.

11. The right to extend or renew this Lease and any right to purchase the property may be exercisable by the holder of a Mortgage before the expiration of any periods to exercise such a right. Under no circumstances shall the fee estate of the Lessor and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Mortgage.

9. To the extent any of the provisions of the Lease are inconsistent with the provisions of this amendment, the provisions of this amendment shall control and shall be read in a manner to give the ultimate protection of the provisions hereof to the holder of a Mortgage on the leasehold estate of the Lessee under the Lease.

10. Notwithstanding any provisions of the Lease to the contrary, so long as a Mortgage is in effect, the Lessee shall have no right to terminate the Lease with respect to any event unless the written approval of the Mortgagee holding a Mortgage on the leasehold estate is obtained, including, without limitation, the right to terminate in the event of any damage or condemnation.

RESOLUTION NO. 13-194

A RESOLUTION APPROVING A GROUND LESSOR ESTOPPEL AND AGREEMENT AND LEASE AMENDMENT, BETWEEN THE CITY OF CASPER AND JAI JAI MATA WYOMING HOSPITALITY, INC., AND APPROVING AN ASSIGNMENT AND ASSUMPTION OF LEASE BETWEEN JJM HOSPITALITY, INC. AND JAI JAI MATA WYOMING HOSPITALITY, INC.

WHEREAS, in February 2007 the City entered into a lease agreement with JJM HOSPITALITY, INC., dba Hilton Gardens, Inc. (JJM) whereby JJM leased City owned real property adjacent to the hotel facility located at 1150 North Poplar Street, said property being located on the north, and the north-east and north-west sides of the hotel property; and,

WHEREAS, as part of a current financing transaction with its lender, JJM has requested the City consider agreeing to a "Ground Lessor Estoppel and Agreement and Lease Amendment" whereby by lender would have the rights, upon default, among other things, to:

1. Assign or sublet JJM's interests in the lease to the lender,
2. Exercise any option to renew the term of the lease if JJM shall fail to exercise any such option, and
3. Participate in any arbitration proceeding pursuant to the lease; and,

WHEREAS, the City will be agreeing that all rights under the lease, as amended, upon default by JJM under its mortgage would be assigned to the lender, thereby allowing the lender, if needed, to "step into" the lease and/or assign/sublet JJM's interest in the lease to continue operating the business; and,

WHEREAS, the lender is requesting that the term of the original lease be amended to include two twenty five (25) year extension periods for its financing purposes, as the current lease between the City and JJM presently allows for one twenty-five (25) year lease extension; and,

WHEREAS, JJM is requesting that, for purposes of this financing transaction, the City consent to the assignment of the lease, as amended, from JJM to JAI JAI MATA WYOMING HOSPITALITY, INC. in order that all of JJM's interests are held and financed through one entity; and,

WHEREAS, the City finds that the aforementioned documents should be approved for the purposes set forth herein.

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 attest, a "Ground Lessor Estoppel and Agreement and Lease Amendment" between JJM HOSPITALITY, INC. and the City, and to execute a consent to an "Assignment and Assumption of Lease" between JJM HOSPITALITY, INC. and JAI JAI MATA WYOMING HOSPITALITY INC.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Kenyne Schlager  
Mayor