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REGULAR COUNCIL MEETING

Tuesday, June 3, 2014

6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE MAY 15, 2014 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 23, 2014
4. CONSIDERATION OF MINUTES OF THE MAY 20, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 30, 2014
5. CONSIDERATION OF MINUTES OF THE MAY 27, 2014 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 2, 2014
6. CONSIDERATION OF BILLS AND CLAIMS
7. THIRD READING ORDINANCES
 1. Consideration to **Create Casper Municipal Code 15.40.085** Allowing Penalties for Multiple **Nuisance Fire Alarms**.
 2. Consideration of a **Zone Change** of Various Lots within the **Natrona County High School Campus** from R-4 (High Density Residential) to ED (Educational District).
 3. Plat of a Portion of the NW1/4SE1/4 & NE1/4SW1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create **JTL Industrial Park**, located at **1525 East E Street**.
 4. Plat of a Portion of the NE1/4SE1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create **BME Investments Addition No. 1**, Located at the Southwest Intersection of **North Beverly Street and I-25**.
 5. **Amend Section 5.08.025** of the City of Casper Municipal Code Pertaining to **Issuance of Satellite Winery Permits**.
8. SECOND READING ORDINANCES
 - A. Consent
 1. **Adoption of 2014 National Electrical Code**.
 2. Zone Change of Lot 5, **The Heights Addition No. 2**, and 64.28-acre Portion of SE1/4SW1/4, Section 8, T33N, R78W, 6th P.M., Natrona County, Wyoming, Located South of East Second Street at the Terminus of **Venture Way**, From PUD (Planned Unit Development) to AG (Urban Agriculture).

9. RESOLUTIONS

A. Consent

1. Authorizing an Agreement with the **Wyoming Department of Transportation**, in the Amount of \$336,000, for a Transportation Alternatives Program for the **Robertson Road Pathway Extension Project**.
2. Authorizing Agreement with **4 Dimensional Lighting, LLC**, in the Amount of \$21,634.75 for **Recreation Center Lighting Retrofit Project**.
3. Authorizing an Agreement with **71 Construction**, in the Amount of \$517,804.50, for **Construction for the Goodstein Park Project**.
4. Authorizing the Agreement with **Installation & Service Company, Inc.** in the Amount of \$720,000.00, for **Blackmore Road Improvements**, Project No. 14-03.
5. Authorizing an Agreement with **71 Construction**, in the Amount of \$165,000, for **15th Street & Sage Park Storm Sewer Replacement**, Project No. 14-24.
6. Authorizing a **Professional Services Contract** with **Wyoming Medical Center** for the Housing of Personnel and Ambulance Storage at the new Fire Station #2, 4000 South Coffman.
7. Authorizing a **Memorandum of Understanding (MOU)** Between the City of Casper and Each of the Cities of Cheyenne, Sheridan, Laramie, and Riverton, to **Request Interagency Law Enforcement Assistance** as Needed.
8. Authorizing the **Release of the Real Estate Mortgage** with **Triflection, LLC**, 130 West Collins Drive via the Economic Revitalization – Revolving Loan Fund (ER-RLF) Program.
9. Authorizing Agreement with **Ice Builders, Inc.**, in the Amount of \$1,669,091, for the **Casper Events Center Refrigerated Ice Floor Project**.

10. MINUTE ACTION

A. Consent.

1. Authorizing the Purchase of **One New Ford Explorer Interceptor** from Fremont Motor Company-Lander, Lander, Wyoming, in the Amount of \$29,309.80, before trade-in to be used in the **Casper Police Department**.

10. MINUTE ACTION (cont'd)

2. Authorizing the Purchase of **Two (2) New Mack Front Load Sanitation Trucks**, from CMI-TECO of Mills, Wyoming, in the Amount of \$543,830.00 before trade-in allowance, with One (1) Truck Being Purchased in FY 2014 and One (1) Being Awarded and Purchased in FY 2015, pending Adoption of the FY 2015 Budget, to be used in the **Solid Waste Division of the Public Services Department**.
3. Authorizing the Purchase of **One (1) Truck Mounted Asphalt Pothole Patcher** from Ameri-Tech Equipment Co., Evansville, Wyoming, in the Amount of \$53,520.00, to be used in the **Streets Division of the Public Services Department**.
4. Authorizing the Purchase of **Eleven (11) Computer & Video Systems** from COBAN Technologies, Inc., in the Amount of \$101,475, to be used in the **Police Department**.
5. Authorizing the Purchase of **Four (4) Dual Band Radios** from Motorola Solutions, in the Amount of \$21,420, to be used in the **Police Department**.

11. COMMUNICATIONS

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

13. ADJOURNMENT

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
May 15, 2014

AGENDA

1. Resolution Calling for Resignation of Councilman Craig Hedquist Based on Violation of the Code of Ethics

Casper City Council met in special, regular session at 5:00 p.m., Thursday, May 15, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer. Absent: Councilman Hedquist.

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

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Councilman Bertoglio, seconded by Councilman Schlager, to suspend the rules of Council to allow public input. Passed.

Following resolution read:

RESOLUTION NO. 14-135

Resolution Calling for Resignation of Councilman
Craig Hedquist Based on Violation of the Code of Ethics

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

Individual addressing the Council were: John Milbogen; Pat Sweeney, 123 West “E” Street; Bob Moberly; Ken Ball; John Mercado; Don Ridgeway; Cindy Garbin; Kathryn Morton, 92 Riverbend Road; Mary Lou Morrison, Jefferson Street; Jacquie Anderson, 116 ½ East 2nd Street; and Pastor Craig Brandon.

Councilmembers made statements on the subject and it was moved by Councilman Schlager, to call for the question. All voted aye, except Councilmen Goodenough and Sandoval. Passed.

All voted aye, to adopt the foregoing resolution, except Councilmen Goodenough and Sandoval. Passed.

Moved by Councilman Schlager, seconded by Councilman Bertoglio, to, by minute action adjourn. Councilman Goodenough voted nay. Passed. The meeting was adjourned at 6:10 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
May 20, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, May 20, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Powell, Sandoval, and Schlager. Absent: Mayor Meyer.

Moved by Councilman Cathey, seconded by Councilman Sandoval, to, by minute action, excuse the absence of Mayor Meyer. Passed.

Mayor Pro Tem Powell led the audience in the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Schlager, to, by minute action, approve the minutes of the April 29, 2014, informal Council meeting, as published in the Casper-Star Tribune on May 12, 2014. Councilman Hedquist abstained, all others voted aye. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Schlager, to, by minute action, approve the minutes of the May 6, 2014, regular Council meeting, as published in the Casper-Star Tribune on May 17, 2014. Councilman Hedquist abstained, all others voted aye. Passed.

Moved by Councilman Hopkins, seconded by Councilman Cathey, to, by minute action, approve payment of the May 20, 2014, bills and claims, as audited by City Manager Patterson. Passed.

Bills & Claims
05/20/14

A Bhutto	Reimb	\$490.11
A Henderson	Refund	\$16.06
A Lantis	Reimb	\$295.05
A Nelson	Reimb	\$204.20
A Rutz	Refund	\$50.85
AAALandscaping	Services	\$1,161.50
Adecco	Services	\$1,477.78
AdvancedThermalSolutions	Services	\$532.00
AlliantInsurance	Services	\$100.00
Alluretech	Services	\$42.00
AMBI	Services	\$979.33
AmericanEagleCleaning	Services	\$2,150.00
AmericanLinen	Services	\$384.90
Amerigas	Goods	\$128.46
BankOfAmerica	Goods	\$204,368.49
BigHornRoofing	Services	\$87.77
C Cloud	Refund	\$92.16
C Eitel	Refund	\$18.39
C Elm	Refund	\$57.69

CAEDA	Funding	\$100,000.00
CanDoCompany	Refund	\$111.72
Caselle	Services	\$125.00
CBSConstructors	Projects	\$33,915.00
Centurylink	Services	\$24,653.11
ChamberofCommerce	Funding	\$84,848.00
CHDiagnostic	Services	\$2,525.00
Chromascape	Goods	\$11,585.65
CityTowing	Services	\$85.00
CivilEngineeringProf	Projects	\$6,775.25
ClerkCircuitCourt	Services	\$408.71
CommTech	Goods	\$2,273.00
ComputerPros	Goods	\$265.99
Comtronix	Services	\$647.85
CrawfordLaw	Services	\$780.00
DaleBuckinghamArchitects	Projects	\$3,593.99
DaveLodenConstruction	Projects	\$19,525.75
Dell	Goods	\$748.24
DeltaDental	Services	\$22,899.60
DowntownDevelopmentAuth	Funding	\$776.72
EconoliteControlProducts	Goods	\$11,250.43
F Tremel	Reimb	\$332.04
FehrPeers	Projects	\$30,156.04
FirstData	Services	\$656.12
FirstInterstatePettyCash	Goods	\$1,512.11
FoodSvcs	Goods	\$71.74
G Marsh	Fees	\$8,602.20
GBSBenefits	Services	\$1,000.00
GobleSampson	Services	\$314.32
GolderAsoc	Services	\$16,395.31
GSGArchitecture	Services	\$15,697.80
Hein-Bond	Services	\$24,088.02
HewlettPackard	Goods	\$5,274.73
Homax	Goods	\$47,327.13
ISC	Services	\$964.21
ITCElec	Services	\$748.59
J Scott	Refund	\$36.94
K Knopik	Reimb	\$256.38
K Kraft	Reimb	\$140.00
KCWY-TV	Services	\$442.00
Kiwanis	Services	\$175.00
L Fleetwood	Reimb	\$75.00
LaborReady	Services	\$2,681.70
Lillard&Clark	Projects	\$464,561.00
LINA	Services	\$314.94
LongBuildingTech	Services	\$27,434.70

M Amick	Reimb	\$50.85
Manpower	Services	\$1,961.21
Mastercard	Services	\$942.40
McMurryReadyMix	Refund	\$580.00
MidCenturyInsurance	Refund	\$130.65
ModernElectric	Services	\$416.25
MorrisonMaierle	Projects	\$42,869.74
Motorola	Goods	\$85,336.40
MSpaulding	Reimb	\$348.00
MurdockLaw	Services	\$500.00
N Rennich	Reimb	\$71.93
NatCountyClerk	Services	\$219.00
NatlAllianceDrugEndangeredChildren	Services	\$3,000.00
NatlDevelopmentCouncil	Services	\$833.33
NBSBenefits	Services	\$421.85
NelsonEngineering	Services	\$17,324.25
NevesUniforms	Goods	\$275.80
NewcomTechnologies	Services	\$16,712.00
NewDawnTechnologies	Services	\$2,450.00
OneCallofWy	Services	\$707.25
P Abrams	Reimb	\$131.00
P Brooker	Services	\$900.00
PeaksToPlainsDesign	Services	\$2,103.65
PepperTank	Goods	\$800.00
Pepsi	Goods	\$453.10
PostalPros	Services	\$12,164.16
R Ogden	Reimb	\$93.00
RegionalWater	Services	\$253,099.69
ResourceStaff	Services	\$762.14
RockyMtnPower	Services	\$70,437.35
S Griffith	Refund	\$750.00
S Groenwald	Refund	\$75.00
S Nelson	Reimb	\$279.01
S Nunn	Reimb	\$105.52
S Schell	Reimb	\$348.00
SeniorPatientAdvocates	Services	\$900.00
StandingTall	Services	\$4,043.93
StantecConsult	Projects	\$11,798.50
StarTribune	Services	\$1,798.48
StellarProgramming	Services	\$247.50
SummitRoofing	Services	\$1,650.00
SuperiorStructures	Goods	\$6,420.35
SuperiorTramway	Services	\$332.56
SuperSuds	Services	\$110.32
Sysco	Goods	\$1,324.30
T Cutrell	Reimb	\$1,316.25

T Gardner	Refund	\$49.16
T Wilson	Services	\$3,245.04
Terracon	Goods	\$2,235.00
ThatcherCo	Goods	\$7,360.32
Tragedy&Triumph	Services	\$152.50
TretoConstruction	Projects	\$9,000.00
UrgentCare	Services	\$60.00
Verizon	Services	\$2,201.94
VermeerSales	Goods	\$4,310.30
W Roberts	Reimb	\$156.31
WardwellWater	Services	\$14.00
Waters&SonCosntruction	Services	\$1,683.50
WaterTechnologyGroup	Services	\$14,426.16
Waterworks	Goods	\$650.00
WesternMedical	Services	\$4,481.00
WesternPlainsLandscaping	Services	\$91,007.20
WesternWaterConsult	Services	\$28,376.75
WestPlainsEngineering	Services	\$2,447.50
WilliamsPorterDay	Services	\$4,626.00
WirelessAdvancedComm	Goods	\$105.00
WolfGang	Services	\$3,833.33
WorthingtonLenhart&Carpenter	Services	\$206.25
WrightBrothers	Projects	\$89,501.48
WYAssocFire	Services	\$280.00
WyConferenceMuniCourts	Services	\$330.00
WyDeptEmployment	Services	\$9,317.88
WyDeptRevenue	Taxes	\$20,524.54
WYDOT	Services	\$1,080.11
WyMachinery	Goods	\$582.40
Z Szekely	Services	\$742.40
		\$2,040,269.56

Mayor Pro Tem Powell opened the public hearing for the consideration of the adoption of the 2014 National Electrical Code.

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

Speaking in opposition was: Pat Sweeney, 123 West "E" Street. Doug Barrett, City of Casper Building and Code Enforcement Manager, answered questions presented by the Council. There being no others to speak for or against the issues involving the National Electrical Code, the public hearing was closed.

Following ordinance read:

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

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

Mayor Pro Tem Powell opened the public hearing for the consideration of the zone change of Lot 5, The Heights Addition No. 2

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

Speaking in support was: Dan Guerttman, 1300 Venture Way. There being no others to speak for or against the issues involving the National Electrical Code, the public hearing was closed.

Following ordinance read:

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

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

Mayor Pro Tem Powell opened the public hearing for the consideration of the annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the Ujvary Addition complies with W.S. 15 -1 -402.

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

Speaking in support was Bill Ferringer, Civil Engineering Professionals, 6080 Enterprise Drive. There being no others to speak for or against the issues involving the Ujvary Addition, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 14 -123
A RESOLUTION FINDING FACTS PURSUANT TO
WYOMING STATUTE 15-1-402 REGARDING THE
ANNEXATION OF THE UJVARY ADDITION

Councilman Hedquist presented the foregoing resolution for adoption. Seconded by Councilman Sandoval. Passed.

Following ordinance read:

ORDINANCE NO. 6-14
AN ORDINANCE APPROVING THE ANNEXATION,
PLAT AND ZONING FOR THE UJVARY ADDITION;
AND ALSO APPROVING THE UJVARY ADDITION
SUBDIVISION AGREEMENT

WHEREAS, the Joe and Vicki Ujvary Living Trust, dated July 28, 2006, and Jason and Ashley Ujvary have applied to annex, plat and zone as R-2 (One Unit Residential) a 2.63 -acre parcel, located in and being a portion of the SW1/4SW1/4 Section 13, T33N, R80W, 6th P.M., Natrona County Wyoming, to create the Ujvary Addition; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and plat creating the Ujvary Addition, and the zoning of the same as R-2 (One Unit Residential), following a public hearing on February 25, 2014.

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

SECTION 1:

The annexation of a 2.63 -acre parcel to create the Ujvary Addition is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat creating the Ujvary Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and the Joe and Vicki Ujvary Living Trust, dated July 28, 2006, and Jason and Ashley Ujvary for the Ujvary Addition is hereby

approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

The Ujvary Addition shall be zoned R-2 (One Unit Residential).

SECTION 5:

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

PASSED on 1st reading the 1st day of April, 2014.

PASSED on 2nd reading the 15th day of April, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 20th day of May, 2014.

Councilman Bertoglio presented the foregoing ordinance for adoption, on third reading. Seconded by Councilman Sandoval. Passed.

Mayor Pro Tem Powell opened the public hearing for the revision to the PUD (Planned Unit Development) Guidelines for the McMurry Business Park PUD.

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

Speaking in favor of the PUD guidelines was Scott Sutherland, 1300 Venture Way and Dan Guerttman, 1300 Venture Way. There being no others to speak for or against the issues involving the PUD guidelines, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 14-124

A RESOLUTION APPROVING VARIOUS AMENDMENTS TO THE MCMURRY BUSINESS PARK PUD (PLANNED UNIT DEVELOPMENT) GUIDELINES.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Cathey. Councilman Goodenough voted nay. Passed.

Mayor Pro Tem Powell opened the public hearing for the consideration of the transfer of Retail Liquor License No. 22 from Wyoming Spirits, LLC to Wyoming Spirits, Inc., d.b.a. 2nd Street Liquor and Wine, located at 939 East 2nd Street.

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

Speaking in support was Henry Groenberg, 239 East 2nd Street. There being no others to speak for or against the issues involving Retail Liquor License No. 22, the public hearing was closed.

Moved by Councilman Cathey seconded by Councilman Hedquist, to, by minute action, authorize the transfer of Retail Liquor License No. 22. Passed.

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

ORDINANCE NO. 11-14

AN ORDINANCE AMENDING SECTION 5.08.025 OF THE CASPER MUNICIPAL CODE, PERTAINING TO ISSUANCE OF SATELLITE WINERY PERMITS.

ORDINANCE NO. 10-14

AN ORDINANCE TO CREATE CASPER MUNICIPAL CODE 15.40.085.

ORDINANCE NO. 7-14

AN ORDINANCE APPROVING A ZONE CHANGE FROM R-4 (HIGH DENSITY RESIDENTIAL) TO ED (EDUCATIONAL DISTRICT) FOR VARIOUS LOTS LOCATED WITHIN THE NATRONA COUNTY HIGH SCHOOL CAMPUS.

ORDINANCE NO. 8-14

AN ORDINANCE APPROVING THE JTL INDUSTRIAL PARK SUBDIVISION AGREEMENT AND THE FINAL PLAT OF JTL INDUSTRIAL PARK, COMPRISING 3.611 ACRES, MORE OR LESS.

ORDINANCE NO. 9-14

AN ORDINANCE APPROVING THE BME INVESTMENTS ADDITION NO. 1 SUBDIVISION AGREEMENT AND THE FINAL PLAT OF BME INVESTMENTS ADDITION NO. 1, COMPRISING 1.060-ACRES, MORE OR LESS.

Councilman Schlager presented the foregoing ordinances for adoption, on second reading, by consent agenda. Seconded by Councilman Bertoglio. Councilman Sandoval voted nay on Ordinance No. 10-14. Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-125

A RESOLUTION AUTHORIZING FISCAL YEAR 2013-2014 PROFESSIONAL SERVICES CONTRACT WITH CHILDREN'S ADVOCACY PROJECT, INC.

RESOLUTION NO. 14-126

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE WIND RIVER ENVIRONMENTAL QUALITY COUNCIL (WREQC) AND THE CITY OF CASPER FOR PROVIDING DISPOSAL OF SOLID WASTE.

RESOLUTION NO. 14-127

A RESOLUTION AUTHORIZING THE EXECUTION OF A GENERAL SERVICE CONTRACT AND ELECTRIC SERVICE REQUIREMENT AGREEMENT WITH ROCKY MOUNTAIN POWER FOR THE POPLAR STREET AND MIDWEST AVENUE/KING BOULEVARD TRAFFIC SIGNAL PROJECT.

RESOLUTION NO. 14-128

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WILLIAMS, PORTER, DAY & NEVILLE, P.C., FOR LEGAL COUNSEL ASSOCIATED WITH PROVIDING PROPERLY FUNCTIONING BALERS.

RESOLUTION NO.14-129

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PARAMOUNT CONSTRUCTION, INC., FOR THE METRO ANIMAL CONTROL BUILDING IMPROVEMENTS.

RESOLUTION NO. 14-130

A RESOLUTION AUTHORIZING AN AGREEMENT WITH EVERGREEN TENNIS COURTS, INC., FOR THE TENNIS COURT RESURFACING.

RESOLUTION NO. 14-131

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INTERMOUNTAIN SLURRY SEAL, INC., FOR THE RECREATION FACILITIES TYPE I SLURRY SEAL PROJECT, NO. 14-25

RESOLUTION NO. 14-132

A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND NATRONA COUNTY SCHOOL DISTRICT FOR FIVE (5) PARCELS OF CITY OWNED PROPERTY LOCATED ADJACENT TO SCHOOL SITES.

RESOLUTION NO. 14-133

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING DATED NOVEMBER 17, 2009 BETWEEN THE CITY OF CASPER AND NATRONA COUNTY SCHOOL DISTRICT #1 FOR THE TEMPORARY CLOSURE OF OAKCREST AVENUE.

RESOLUTION NO. 14-134
A RESOLUTION ADOPTING THE 2014-2015 ANNUAL
ACTION PLAN, APPROVING THE PROPOSED USE
OF COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDS, AND AUTHORIZING SUBMISSION OF THE
SAME TO THE U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT.

Councilman Hopkins presented the foregoing ten (10) resolutions for adoption. Seconded by Councilman Bertoglio. Passed.

Moved by Councilman Schlager, seconded by Councilman Sandoval, to, by consent minute action, authorize the purchase of one new 2-ton Cab/Chassis with Flatbed Stake Body, from Greiner Motor Company–Casper, in the amount of \$51,972; authorize the purchase of one used John Deere 2500B from Stotz Equipment, Casper, Wyoming, in the amount of \$27,292.90; reject the Re-Design 2 bid submitted for the Stuckenhoff Shooters Complex; and reject bids for the Balefill Compost Yard Building Floor. Councilman Hedquist voted nay to both items rejecting bids. Passed.

Individuals addressing the Council were: Lea Lockard, 3850 South Poplar Street, regarding the May 15th Council meeting; Pat Sweeney, 123 West “E” Street, regarding the slurry seal project; and Frank Barella, 2737 Hanway Avenue, regarding safe bicycling.

Mayor Pro Tem Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, May 27, 2014, and at 7:00 a.m., Friday, May 30, 2014, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, June 3, 2014, in the Council Chambers.

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

The meeting was adjourned at 7:40 p.m.

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
May 27, 2014

Casper City Council met in special session at 5:44 p.m., Tuesday, May 27, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer.

The following ordinance was considered, on third reading.

ORDINANCE NO. 11-14
AN ORDINANCE AMENDING SECTION 5.08.025 OF
THE CASPER MUNICIPAL CODE, PERTAINING TO
ISSUANCE OF SATELLITE WINERY PERMITS.

Councilman Bertoglio presented the foregoing ordinance for adoption, on third reading. Seconded by Councilman Schlager. Mike Reid, 1615 Luker Drive, addressed the Council regarding the need to pass the ordinance one week early.

Moved by Councilman Bertoglio, seconded by Councilman Cathey, to table consideration of the ordinance until the June 3rd Council meeting. All voted aye, except Councilman Schlager. Passed.

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

The meeting was adjourned at 5:51 p.m.

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

71 CONSTRUCTION, INC.

1554-6 2013 ARTERIAL AND COLLECTOR

\$6,225.45
\$6,225.45 Subtotal for Dept. Streets
\$6,225.45 Subtotal for Vendor

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

14-04-552 POSTAGE

\$18.66

\$18.66 Subtotal for Dept. Balefill

14-05-159 POSTAGE

\$48.70

14-04-554 POSTAGE

\$33.99

\$82.69 Subtotal for Dept. Casper Events Center

14-05-155 POSTAGE

\$27.60

\$27.60 Subtotal for Dept. City Attorney

14-05-157 POSTAGE

\$4.59

\$4.59 Subtotal for Dept. City Manager

14-05-164 POSTAGE

\$2.03

\$2.03 Subtotal for Dept. Council

14-05-158 POSTAGE

\$37.24

\$37.24 Subtotal for Dept. Engineering

14-05-160 POSTAGE

\$571.33

\$571.33 Subtotal for Dept. Finance

14-05-161 POSTAGE

\$6.63

\$6.63 Subtotal for Dept. Fire

14-04-556 POSTAGE

\$20.71

\$20.71 Subtotal for Dept. Fort Caspar

14-05-166 POSTAGE

\$2.60

\$2.60 Subtotal for Dept. Human Resources

14-05-168 POSTAGE

\$20.92

\$20.92 Subtotal for Dept. Property & Liability Insurance

14-04-566 POSTAGE

\$4.66

\$4.66 Subtotal for Dept. Refuse Collection

\$799.66 Subtotal for Vendor

AARON LANTIS

RIN0023738 CLOTHING ALLOWANCE

\$90.28

\$90.28 Subtotal for Dept. Parks

\$90.28 Subtotal for Vendor

ADAM KRAHN

0389 UNIFORM REIMBURSEMENT

\$120.74

\$120.74 Subtotal for Dept. Police

\$120.74 Subtotal for Vendor

ADECCO USA, INC.

67113041 LABOR

\$333.30

67131086 LABOR

\$133.97

67122170 LABOR

\$248.33

\$715.60 Subtotal for Dept. Casper Events Center

\$715.60 Subtotal for Vendor

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

ADVANCED TRAFFIC PRODUCTS, INC.
000009988 TRAFFIC CONTROL SUPPLIES

\$121,582.00
\$121,582.00 Subtotal for Dept. Traffic
\$121,582.00 Subtotal for Vendor

ALTITUDE RECYCLING EQUIPMENT
1555 CAP REPLACE_CONVEYORS REBUILD

\$86,025.20
\$86,025.20 Subtotal for Dept. Balefill
\$86,025.20 Subtotal for Vendor

AMERICAN EAGLE CLEANING, LLC
3907 JANITORIAL SERVICES

\$2,150.00
\$2,150.00 Subtotal for Dept. Balefill
\$2,150.00 Subtotal for Vendor

AMERICAN LINEN, INC.
LCAS858660 OPERATING SUPPLIES-CATERING
LCAS858870 OPERATING SUPPLIES-CATERING
LCAS860547 OPERATING SUPPLIES-CATERING

\$89.30
\$19.00
\$91.65
\$199.95 Subtotal for Dept. Casper Events Center
\$199.95 Subtotal for Vendor

AMERIGAS - CASPER
54358446 PROPANE

\$68.19
\$68.19 Subtotal for Dept. Casper Events Center
\$68.19 Subtotal for Vendor

ANTHONY BOYLE
RIN0023793 TUITION-PARAMEDIC PROGRAM

\$1,224.00
\$1,224.00 Subtotal for Dept. Fire
\$1,224.00 Subtotal for Vendor

ARROWHEAD, INC.
3409 HVAC MAINTENANCE

\$180.00
\$180.00 Subtotal for Dept. Balefill
\$180.00 Subtotal for Vendor

ASBESTOS & TECHNICAL SVCS., LLC.
142438 ASEBSTOS REMOVAL, ROOF REPAIR

\$3,600.00
\$3,600.00 Subtotal for Dept. Buildings & Grounds
\$3,600.00 Subtotal for Vendor

ASHLI RAGLAND
RIN0023782 PARK DEPOSIT REFUND

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

ATLANTIC ELECTRIC, INC.
5176 2013-14 LUMINAIRE SERVICES

\$1,437.50
\$1,437.50 Subtotal for Dept. Traffic
\$1,437.50 Subtotal for Vendor

BAIN, KAITLYN

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

0022200012 DEPOSIT/CREDIT REFUND	\$26.38	
	\$26.38 Subtotal for Dept.	Water
	\$26.38 Subtotal for Vendor	
BAR-D SIGNS, INC.		
26092 ALUMINUM SIGNS PER QUOTE	\$715.00	
	\$715.00 Subtotal for Dept.	Golf Course
	\$715.00 Subtotal for Vendor	
BENTZ'S TOWN PUMP		
RIN0023614 FUEL	\$102.65	
RIN0023613A FUEL	\$8.32	
RIN027445 FUEL	\$337.53	
	\$448.50 Subtotal for Dept.	Garage
	\$448.50 Subtotal for Vendor	
BOWER, DON/PEGGY SUE		
0022200005 DEPOSIT/CREDIT REFUND	\$52.47	
	\$52.47 Subtotal for Dept.	Water
	\$52.47 Subtotal for Vendor	
BRAD WNUK		
RIN0023822 TRAVEL EXPENSES	\$47.00	
RIN0023824 TRAVEL EXPENSES	\$319.00	
	\$366.00 Subtotal for Dept.	Police
	\$366.00 Subtotal for Vendor	
BRENNTAG PACIFIC, INC.		
BPI412227 FERRIC	\$13,803.85	
BPI412228 FERRIC	\$14,430.21	
	\$28,234.06 Subtotal for Dept.	Water Treatment Plant
	\$28,234.06 Subtotal for Vendor	
BULLDOG HOT SHOT		
0022200001 DEPOSIT/CREDIT REFUND	\$38.91	
	\$38.91 Subtotal for Dept.	Water
	\$38.91 Subtotal for Vendor	
BURNS & MCDONNELL ENGINEERING CO., INC.		
78385-1 WWTP CENTRIFUGE INSTALLATION	\$17,096.09	
	\$17,096.09 Subtotal for Dept.	Waste Water
	\$17,096.09 Subtotal for Vendor	
CAROLINA SOFTWARE		
54624 CUSTOM REPORT & INVOICE DESIGN	\$600.00	
	\$600.00 Subtotal for Dept.	Balefill
	\$600.00 Subtotal for Vendor	
CASPER AREA CHAMBER OF COMMERCE, INC.		
2404 SERVICE AWARDS	\$371.00	
	\$371.00 Subtotal for Dept.	Human Resources
	\$371.00 Subtotal for Vendor	
CASPER STAR TRIBUNE - LEGAL ADS ONLY		

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14
979858 AD

\$328.90
\$328.90 Subtotal for Dept. Streets
\$328.90 Subtotal for Vendor

CASPER TIN SHOP

30612 PURCHASE, INSTALLATION AND SET

\$6,510.00
\$6,510.00 Subtotal for Dept. City Manager
\$6,510.00 Subtotal for Vendor

CENTURYLINK

RIN0023756 PHONE USE
RIN0023756 PHONE USE

\$73.26
\$42.10

\$115.36 Subtotal for Dept. Casper Events Center

RIN0023730 PHONE USE

\$126.26

\$126.26 Subtotal for Dept. City Hall

RIN0023756 PHONE USE

\$82.20

RIN0023730 PHONE USE

\$129.64

\$211.84 Subtotal for Dept. Communications Center

RIN0023756 PHONE USE

\$37.01

\$37.01 Subtotal for Dept. Engineering

AP00014305231412 PHONE USE

\$806.88

\$806.88 Subtotal for Dept. Finance

RIN0023730 PHONE USE

\$948.56

\$948.56 Subtotal for Dept. Fire

RIN0023730 PHONE USE

\$389.91

\$389.91 Subtotal for Dept. Metro Animal

RIN0023756 PHONE USE

\$41.81

\$41.81 Subtotal for Dept. Municipal Court

RIN0023730 PHONE USE

\$419.52

\$419.52 Subtotal for Dept. Parking

RIN0023756 PHONE USE

\$37.01

\$37.01 Subtotal for Dept. Police

RIN0023756 PHONE USE

\$36.15

\$36.15 Subtotal for Dept. Sewer

RIN0023756 PHONE USE

\$46.11

\$46.11 Subtotal for Dept. Traffic

\$3,216.42 Subtotal for Vendor

CHARTER

RIN0023772 INTERNET SERVICE MAY 2014

\$11.20

\$11.20 Subtotal for Dept. Balefill

RIN0023772 INTERNET SERVICE MAY 2014

\$29.88

\$29.88 Subtotal for Dept. Casper Events Center

RIN0023772 INTERNET SERVICE MAY 2014

\$9.34

\$9.34 Subtotal for Dept. City Attorney

RIN0023772 INTERNET SERVICE MAY 2014

\$9.36

\$9.36 Subtotal for Dept. City Manager

RIN0023772 INTERNET SERVICE MAY 2014

\$14.94

\$14.94 Subtotal for Dept. Code Enforcement

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

RIN0023772 INTERNET SERVICE MAY 2014	\$16.80	
	\$16.80	Subtotal for Dept. Council
RIN0023772 INTERNET SERVICE MAY 2014	\$24.27	
	\$24.27	Subtotal for Dept. Engineering
RIN0023772 INTERNET SERVICE MAY 2014	\$37.34	
	\$37.34	Subtotal for Dept. Finance
RIN0023772 INTERNET SERVICE MAY 2014	\$37.34	
	\$37.34	Subtotal for Dept. Fire
RIN0023772 INTERNET SERVICE MAY 2014	\$1.87	
	\$1.87	Subtotal for Dept. Fort Caspar
RIN0023772 INTERNET SERVICE MAY 2014	\$11.20	
	\$11.20	Subtotal for Dept. Garage
RIN0023772 INTERNET SERVICE MAY 2014	\$1.87	
	\$1.87	Subtotal for Dept. Golf Course
RIN0023772 INTERNET SERVICE MAY 2014	\$5.60	
	\$5.60	Subtotal for Dept. Hogadon
RIN0023772 INTERNET SERVICE MAY 2014	\$14.94	
	\$14.94	Subtotal for Dept. Human Resources
RIN0023772 INTERNET SERVICE MAY 2014	\$5.60	
	\$5.60	Subtotal for Dept. Ice Arena
RIN0023772 INTERNET SERVICE MAY 2014	\$22.41	
	\$22.41	Subtotal for Dept. Information Services
RIN0023772 INTERNET SERVICE MAY 2014	\$18.67	
	\$18.67	Subtotal for Dept. Metro Animal
RIN0023772 INTERNET SERVICE MAY 2014	\$3.38	
RIN0023772 INTERNET SERVICE MAY 2014	\$0.36	
	\$3.74	Subtotal for Dept. Metropolitan Planning
RIN0023772 INTERNET SERVICE MAY 2014	\$11.20	
	\$11.20	Subtotal for Dept. Municipal Court
RIN0023772 INTERNET SERVICE MAY 2014	\$16.80	
	\$16.80	Subtotal for Dept. Parks
RIN0023772 INTERNET SERVICE MAY 2014	\$5.60	
	\$5.60	Subtotal for Dept. Planning
RIN0023772 INTERNET SERVICE MAY 2014	\$82.16	
	\$82.16	Subtotal for Dept. Police
RIN0023772 INTERNET SERVICE MAY 2014	\$18.67	
	\$18.67	Subtotal for Dept. Recreation
RIN0023772 INTERNET SERVICE MAY 2014	\$3.73	
	\$3.73	Subtotal for Dept. Streets
RIN0023772 INTERNET SERVICE MAY 2014	\$3.73	
	\$3.73	Subtotal for Dept. Traffic
RIN0023772 INTERNET SERVICE MAY 2014	\$13.07	
	\$13.07	Subtotal for Dept. Waste Water
RIN0023772 INTERNET SERVICE MAY 2014	\$18.67	
	\$18.67	Subtotal for Dept. Water
	\$450.00	Subtotal for Vendor

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

CIVIL ENGINEERING PROFESSIONALS, INC.

12-52-09 ENGINEERING SERVICES FOR THE A	\$1,800.00		
	\$1,800.00	Subtotal for Dept.	City Council
14-016-02 LINCOLN SCHOOL SAN SEW EXT	\$1,019.50		
14-016-01 LINCOLN SCHOOL SAN SEW EXT	\$423.85		
	\$1,443.35	Subtotal for Dept.	Sewer
14-015-02 EAST 2ND ST AND SAM'S CLUB	\$3,595.00		
	\$3,595.00	Subtotal for Dept.	Traffic
13-46-09 SALT CREEK HWY/20/26 BYPASS AN	\$4,359.85		
	\$4,359.85	Subtotal for Dept.	Waste Water
12-68-17 ZONE II/III POPLAR 39TH WATER	\$1,837.50		
	\$1,837.50	Subtotal for Dept.	Water
	\$13,035.70	Subtotal for Vendor	

CMI TECO, INC.

0094129-IN MACK TRUCKS WITH MCNEILUS 40YD	\$218,798.00		
0094129-IN MACK TRUCKS WITH MCNEILUS 40YD	\$4,055.00		
	\$222,853.00	Subtotal for Dept.	Refuse Collection
	\$222,853.00	Subtotal for Vendor	

COBAN TECH. INC.

7873 EQUIP FOR FLEET	\$9,225.00		
	\$9,225.00	Subtotal for Dept.	Police Dept
	\$9,225.00	Subtotal for Vendor	

COLLECTION CENTER INC.

974300000204 COLLECTION FEES	\$28.56		
	\$28.56	Subtotal for Dept.	Code Enforcement
974300000204 COLLECTION FEES	\$110.53		
	\$110.53	Subtotal for Dept.	Finance
974600000172 COLLECTION FEES	\$357.60		
	\$357.60	Subtotal for Dept.	Municipal Court
974300000204 COLLECTION FEES	\$92.88		
	\$92.88	Subtotal for Dept.	Property & Liability Insurance
972000000258 COLLECTION FEES	\$231.00		
	\$231.00	Subtotal for Dept.	Refuse Collection
972000000258 COLLECTION FEES	\$175.56		
	\$175.56	Subtotal for Dept.	Sewer
972000000258 COLLECTION FEES	\$517.44		
	\$517.44	Subtotal for Dept.	Water
	\$1,513.57	Subtotal for Vendor	

COMMUNICATION TECHNOLOGIES, INC.

68369 REPAIRS	\$98.00		
68366 REPAIRS	\$49.00		
	\$147.00	Subtotal for Dept.	Police
68348 NEW EQUIP	\$458.00		
68361 NEW EQUIP FOR CAR	\$914.00		
68368 NEW EQUIP FOR FLEET	\$934.00		
68367 GEAR FOR FLEET	\$640.00		

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

\$2,946.00 Subtotal for Dept. Police Dept
\$3,093.00 Subtotal for Vendor

COMPUTER PROS. UNLIMITED

INV0099571 HDMI CABLE ADAPTER

\$29.95

\$29.95 Subtotal for Dept. Balefill

INV099576 SPEAKERS

\$29.90

\$29.90 Subtotal for Dept. Communications Center

INV099728 USB CABLE

\$9.95

\$9.95 Subtotal for Dept. Fire

RIN0023817 PATCH CABLE

\$14.95

\$14.95 Subtotal for Dept. Fire

RIN0023816 50FT CAT6 CABLE

\$27.95

\$27.95 Subtotal for Dept. Hogadon

\$112.70 Subtotal for Vendor

COULTER, DOMINQUE

0022199998 DEPOSIT/CREDIT REFUND

\$14.49

\$14.49 Subtotal for Dept. Water

\$14.49 Subtotal for Vendor

COURSEN, SETH

0022120162 DEPOSIT/CREDIT REFUND

\$47.15

\$47.15 Subtotal for Dept. Water

\$47.15 Subtotal for Vendor

DANGEL, ROBERT

0022150192 DEPOSIT/CREDIT REFUND

\$12.97

\$12.97 Subtotal for Dept. Water

\$12.97 Subtotal for Vendor

DANIEL GRISWOLD

RIN0023759 TUITION & BOOKS

\$1,634.11

\$1,634.11 Subtotal for Dept. Fire

\$1,634.11 Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

CM5725 FIXED INCOME MGT FEES

\$6,515.60

\$6,515.60 Subtotal for Dept. Finance

\$6,515.60 Subtotal for Vendor

DELL MARKETING LP

XJDJNCN69 VLA OFFICE PRO PLUS 2013

\$676.70

\$676.70 Subtotal for Dept. Casper Events Center

XJD57P2R1 SERVER UPGRADE BYOD PROJECT

\$587.63

\$587.63 Subtotal for Dept. City Manager

XJCPJ9FX6 TECHNOLOGIES ACROBAT PRO EY

\$374.12

\$374.12 Subtotal for Dept. Engineering

XJDM7X544 VLA OFFICE PRO PLUS 2013

\$338.35

XJDM7X544 VLA OFFICE PRO PLUS 2013

\$338.35

\$676.70 Subtotal for Dept. Finance

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

\$2,315.15 Subtotal for Vendor

DEWALD, DUANE/DAWN

0022200010 DEPOSIT/CREDIT REFUND

\$59.64

\$59.64 Subtotal for Dept. Water

\$59.64 Subtotal for Vendor

DOMSON BG SERVICE

5166 COOLING SYSTEM SEALER

\$17.08

5166 ENGINE DEGREASER

\$105.60

5166 PENETRATING OIL

\$96.24

5166 ENGINE ADDITIVE

\$217.44

5166 TRANSMISSION CONDITIONER

\$248.40

5166 BG44K FUEL ADDITIVE

\$438.00

\$1,122.76 Subtotal for Dept. Garage

\$1,122.76 Subtotal for Vendor

DORIS ROE

RIN0023735 050914 EVENT DEPOSIT REFUND

\$30.00

\$30.00 Subtotal for Dept. Recreation

\$30.00 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

2785 REPAIR/ WELD TRK/ OVERLY RAM S

\$1,485.00

\$1,485.00 Subtotal for Dept. Garage

2778 RAISE WATER TANK 10in/ AND 1/2

\$225.00

\$225.00 Subtotal for Dept. Water

\$1,710.00 Subtotal for Vendor

EAKINS, ALAN

0022200009 DEPOSIT/CREDIT REFUND

\$42.38

\$42.38 Subtotal for Dept. Water

\$42.38 Subtotal for Vendor

EDWARDS, ASHLEY

0022150194 DEPOSIT/CREDIT REFUND

\$49.16

\$49.16 Subtotal for Dept. Water

\$49.16 Subtotal for Vendor

EMB GOLF CARTS

RIN0023750 LIMITER, SP PLUG, FILTERS

\$124.49

RIN0023750 LIMITER, SP PLUG, FILTERS

\$124.50

\$248.99 Subtotal for Dept. Garage

\$248.99 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS

2402 COUNTRY CLUB RD-WY BLVD TO ARD

\$19,970.53

\$19,970.53 Subtotal for Dept. Streets

\$19,970.53 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI961655 MERCHANT SERVICES

\$128.72

\$128.72 Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

REMI961649 MERCHANT SERVICES	\$42.66		
	\$42.66	Subtotal for Dept.	Fort Caspar
REMI961657 MERCHANT SERVICES	\$85.40		
	\$85.40	Subtotal for Dept.	Police Grants
REMI961647 MERCHANT SERVICES	\$1,561.07		
	\$1,561.07	Subtotal for Dept.	Water
	\$1,817.85	Subtotal for Vendor	
FIRST INTERSTATE BANK			
RIN0023740 MONTHLY SERV FEE - APRIL	\$35.00		
	\$35.00	Subtotal for Dept.	CDBG
RIN0023765 ANNUAL ANALYSIS FEES 2013	\$10,678.24		
RIN0023769 APRIL 2014 LOCKBOX FEES	\$2,396.07		
	\$13,074.31	Subtotal for Dept.	Finance
	\$13,109.31	Subtotal for Vendor	
FISCHER BODY SHOP CORP.			
21809 UNIT #257/CLAIM #14C-035	\$1,557.00		
	\$1,557.00	Subtotal for Dept.	Property & Liability Insurance
	\$1,557.00	Subtotal for Vendor	
FOWLER, VIRGINIA			
0022150195 DEPOSIT/CREDIT REFUND	\$20.22		
	\$20.22	Subtotal for Dept.	Water
	\$20.22	Subtotal for Vendor	
GEORGE T. SANDERS CO.			
13151273-00 PVC PIPE CELL CORE, P-TRAP, NO	\$74.52		
	\$74.52	Subtotal for Dept.	Casper Events Center
	\$74.52	Subtotal for Vendor	
GIBSON, KELCIE			
0022120169 DEPOSIT/CREDIT REFUND	\$54.76		
	\$54.76	Subtotal for Dept.	Water
	\$54.76	Subtotal for Vendor	
GOEBEL, KEVIN			
0022120159 DEPOSIT/CREDIT REFUND	\$37.43		
	\$37.43	Subtotal for Dept.	Water
	\$37.43	Subtotal for Vendor	
GOLDER ASSOCIATES			
381330 BALEFILL ACM 14-32	\$3,960.00		
	\$3,960.00	Subtotal for Dept.	Balefill
	\$3,960.00	Subtotal for Vendor	
GRANICUS, INC.			
54564 MAINTENANCE	\$725.00		
	\$725.00	Subtotal for Dept.	Information Services
	\$725.00	Subtotal for Vendor	
GREEN'S SEWER & DRAIN SVC.			
15530 FT CSPAR UP SEWER	\$245.00		

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

	\$245.00	Subtotal for Dept.	Sewer
	\$245.00	Subtotal for Vendor	
GREINER MOTOR CO - CASPER			
F16400 2014 FORD F-150, 4X4, EXTENDED	\$23,113.00		
	\$23,113.00	Subtotal for Dept.	Code Enforcement
F16401 2014 FOR F-150, 4X4, EXTENDED	\$24,013.00		
	\$24,013.00	Subtotal for Dept.	Garage
F16398 2014 FORD F-150, 4X4, EXTENDED	\$25,406.00		
	\$25,406.00	Subtotal for Dept.	Hogadon
F16411 FORD F-150 LONG-BED PICKUP WIT	\$20,831.00		
	\$20,831.00	Subtotal for Dept.	Metro Animal
C6719 2014 FORD FUSION WITH OPTIONS	\$14,302.00		
	\$14,302.00	Subtotal for Dept.	Police Dept
F16402 2014 FORD F-150, 4X4, EXTENDED	\$22,913.00		
	\$22,913.00	Subtotal for Dept.	Sewer
F16399 2014 FORD F-150, 4X4 EXTENDED	\$22,913.00		
	\$22,913.00	Subtotal for Dept.	Waste Water
F16403 2014 FORD F-150, 4X4, EXTENDED	\$20,248.00		
	\$20,248.00	Subtotal for Dept.	Water
	\$173,739.00	Subtotal for Vendor	
GROUND ENGINEERING CONSULTANTS, INC.			
147005-1 GEOTECHNICAL - WATERLINES	\$8,115.00		
	\$8,115.00	Subtotal for Dept.	Water
	\$8,115.00	Subtotal for Vendor	
HARRIS COMPUTER SYSTEMS INC.			
RIN0023758 2014 INNOPRISE USER CONFERENCE	\$600.00		
	\$600.00	Subtotal for Dept.	Finance
	\$600.00	Subtotal for Vendor	
HEWLETT PACKARD			
54239624 BU IDS UMA HM87 NOWWAN 650 G1	\$1,043.91		
	\$1,043.91	Subtotal for Dept.	Casper Events Center
54029514C DOCKING STATION	\$149.00		
	\$149.00	Subtotal for Dept.	Police
	\$1,192.91	Subtotal for Vendor	
HIGH COUNTRY CONSTRUCTION, INC			
RIN0023795 RETAINAGE PAY HIGH COUNTRY CON	(\$5,244.66)		
RIN0023795 BIOSOLIDS COMPOST AREA & UNLIN	\$177,122.03		
	\$171,877.37	Subtotal for Dept.	Balefill
RIN0023786 RETAINAGE PAY BIOSOLIDS COMPOS	(\$27,383.60)		
RIN0023786 BIOSOLIDS COMPOST AREA & UNLIN	\$7,859.36		
	(\$19,524.24)	Subtotal for Dept.	Balefill
RIN0023786 BIOSOLIDS COMPOST AREA & UNLIN	\$265,976.56		
	\$265,976.56	Subtotal for Dept.	Waste Water
	\$418,329.69	Subtotal for Vendor	
HILSTON APPRAISALS, LLP.			

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

120-2014A APPR-709 S. POPLAR ST.

\$750.00

\$750.00 Subtotal for Dept. Planning

\$750.00 Subtotal for Vendor

HITEK COMMUNICATIONS

726 PHONE & DATA WIRING

\$2,778.40

\$2,778.40 Subtotal for Dept. Water

\$2,778.40 Subtotal for Vendor

HOLTE, MATT/RACHAEL

0022120164 DEPOSIT/CREDIT REFUND

\$46.72

\$46.72 Subtotal for Dept. Water

\$46.72 Subtotal for Vendor

HOMAX OIL SALES, INC.

0238409-IN FUEL

\$28,452.87

0235630-IN FUEL

\$31,507.72

0238410-IN FUEL

\$36,798.10

0238409-IN FUEL

\$295.92

0235524-IN FUEL

\$2,745.28

0238058-IN OIL, CONOCO 10W30

\$34.80

0235632-IN FUEL

\$36,413.33

0235630-IN FUEL

\$332.91

\$136,580.93 Subtotal for Dept. Garage

\$136,580.93 Subtotal for Vendor

HOPKINS, BRAD

0022120163 DEPOSIT/CREDIT REFUND

\$40.80

\$40.80 Subtotal for Dept. Water

\$40.80 Subtotal for Vendor

HUSSEY SEATING CO.

RIN0023799 PARTIAL RETAIN REL CEC SEATNG

\$41,355.00

\$41,355.00 Subtotal for Dept. Capital Projects

\$41,355.00 Subtotal for Vendor

INFORMATION SYSTEMS CONSULTING, INC.

SIN006169 BACKUP SOFTWARE

\$17,360.00

\$17,360.00 Subtotal for Dept. City Manager

\$17,360.00 Subtotal for Vendor

INSTALLATION & SVC CO

RIN0023768 RETAIN PAY 2014 ASPHALT REP

\$2,178.32

\$2,178.32 Subtotal for Dept. Water

\$2,178.32 Subtotal for Vendor

INSTALLATION & SVC. CO.

RIN0023767 CPU ASPHALT REPAIR PROJECT

\$21,783.18

RIN0023767 RETAINAGE PAY ISCO ASPHLT REP

(\$2,178.32)

\$19,604.86 Subtotal for Dept. Water

\$19,604.86 Subtotal for Vendor

INTERNATIONAL COLISEUMS COMPANY

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

RIN0023766 CEC REFRIGERATED FLOOR PROJECT

\$36,727.47
\$36,727.47 Subtotal for Dept. Casper Events Center
\$36,727.47 Subtotal for Vendor

IRRIGATION TECHNOLOGIES

574 IRRIGATION DESIGN AND CONSULTI

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

JACK MOORE

RIN0023762 TUITION REIMBURSEMENT

\$1,224.00
\$1,224.00 Subtotal for Dept. Fire
\$1,224.00 Subtotal for Vendor

JAMIE MORALES

RIN0023761 REFUND

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

JASON PARKS

RIN0023827 TRAVEL EXPENSES

\$155.40
\$155.40 Subtotal for Dept. Fire
\$155.40 Subtotal for Vendor

JEANETTE MCCOY

RIN0023781 PARK DEPOSIT REFUND

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

JENNIFER HENDERSON

RIN0023802 TUITION REIMBURSEMENT

\$1,224.00
\$1,224.00 Subtotal for Dept. Fire
\$1,224.00 Subtotal for Vendor

JEREMY TREMEL

RIN0023825 TRAVEL EXPENSES

RIN0023820 TRAVEL EXPENSES

\$94.00
\$47.00
\$141.00 Subtotal for Dept. Police
\$141.00 Subtotal for Vendor

JEROD LEVIN

RIN0023760 TUITION REIMBURSEMENT

\$444.00
\$444.00 Subtotal for Dept. Fire
\$444.00 Subtotal for Vendor

JKC ENGINEERING

RIN0023800 CASPER YOUTH BASEBALL FIELD OF

\$2,295.00
\$2,295.00 Subtotal for Dept. Parks
\$2,295.00 Subtotal for Vendor

JOHN D. CHAMBERS, P.C.

RIN0023642 INTERPRETER

RIN0023643 INTERPRETER

\$65.00
\$65.00

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

	\$130.00	Subtotal for Dept.	Municipal Court
	\$130.00	Subtotal for Vendor	
JOHN/BONNIE JOLOVICH			
RIN0023787 REFUND OVER PAYMENT ON UM ACCT	\$2,992.00		
	\$2,992.00	Subtotal for Dept.	Water
	\$2,992.00	Subtotal for Vendor	
JOHNSON CONTROLS CORP.			
1-10693358040 PERPETUAL CARE - COOLING SYSTE	\$537.50		
	\$537.50	Subtotal for Dept.	Perpetual Care
	\$537.50	Subtotal for Vendor	
JOHNSON, TOBIAS			
0022120165 DEPOSIT/CREDIT REFUND	\$34.06		
	\$34.06	Subtotal for Dept.	Water
	\$34.06	Subtotal for Vendor	
JONES, AMANDA			
0022120160 DEPOSIT/CREDIT REFUND	\$7.82		
	\$7.82	Subtotal for Dept.	Water
	\$7.82	Subtotal for Vendor	
JOSEPH NICKERSON			
RIN0023777 TRAVEL EXPENSES	\$94.00		
	\$94.00	Subtotal for Dept.	Police
	\$94.00	Subtotal for Vendor	
JOSHUA'S STOREHOUSE			
RIN0023152 FUNDING AGREEMENT	\$274,800.00		
	\$274,800.00	Subtotal for Dept.	One Cent #13
	\$274,800.00	Subtotal for Vendor	
LABOR READY CENTRAL, INC.			
18364936 LABOR	\$450.14		
18275923 LABOR	\$1,098.22		
18352691 MAINTENANCE PERSONNEL	\$255.40		
18289130 LABOR	\$462.92		
18295451 LABOR	\$1,529.25		
18339096 MAINTENANCE PERSONNEL	\$229.86		
18339097 LABOR	\$450.14		
18299269 MAINTENANCE PERSONNEL	\$1,021.60		
18362432 MAINTENANCE PERSONNEL	\$619.35		
	\$6,116.88	Subtotal for Dept.	Casper Events Center
	\$6,116.88	Subtotal for Vendor	
LAMAR OUTDOOR ADVERTISING			
105003828 AD	\$1,350.00		
	\$1,350.00	Subtotal for Dept.	Golf Course
	\$1,350.00	Subtotal for Vendor	
LEIF JOHANSSON			
RIN0023780 PARK DEPOSIT REFUND	\$150.00		

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

LONG BUILDING TECHNOLOGIES

SCPAY0029088 HVAC FOR APRIL 2014

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

MANFORD, ANTHONY

0022120161 DEPOSIT/CREDIT REFUND

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

MANPOWER, INC.

27061814 LABOR
27030941 LABOR
27089912 LABOR
26858690 LABOR

\$53.07
\$53.07 Subtotal for Dept. Water
\$53.07 Subtotal for Vendor

\$165.00
\$1,215.28
\$637.25
\$1,231.52
\$3,249.05 Subtotal for Dept. Casper Events Center
\$3,249.05 Subtotal for Vendor

MATHEWS, STEPHANIE

0022200003 DEPOSIT/CREDIT REFUND

\$14.97
\$14.97 Subtotal for Dept. Water
\$14.97 Subtotal for Vendor

MAYO, SARAH

0022200004 DEPOSIT/CREDIT REFUND

\$51.12
\$51.12 Subtotal for Dept. Water
\$51.12 Subtotal for Vendor

MCMURRY READY MIX

216539 SWANTON & FOREST
216536 SWANTON & FOREST
216537 SWANTON & FOREST
216538 SWANTON & FOREST

\$110.50
\$718.25
\$110.50
\$167.00
\$1,106.25 Subtotal for Dept. Streets
\$1,106.25 Subtotal for Vendor

MELCO

MLC01300 VAC TRUCK RENTAL/BALER FLOOR
MLC01300 VAC TRUCK RENTAL/BALER FLOOR

\$2,139.00
\$675.00
\$2,814.00 Subtotal for Dept. Balefill
\$2,814.00 Subtotal for Vendor

MICHAEL CAROTHERS

RIN0023737 CLOTHING ALLOWANCE

\$37.74
\$37.74 Subtotal for Dept. Parks
\$37.74 Subtotal for Vendor

MICHAEL LORD

RIN0023783 REFUND DUPLICATE PAYMENT

\$15.00
\$15.00 Subtotal for Dept. Municipal Court

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

\$15.00 Subtotal for Vendor

MICROSOFT CORPORATION

E080007XQY 13 MONTHS OF OFFICE 365 HOSTED

\$1,935.50

\$1,935.50 Subtotal for Dept. City Manager

\$1,935.50 Subtotal for Vendor

MIKE MCDANIELS

RIN0023753 CLOTHING ALLOWANCE

\$79.08

\$79.08 Subtotal for Dept. Water Treatment Plant

\$79.08 Subtotal for Vendor

MORGAN, ANGELA

0022200006 DEPOSIT/CREDIT REFUND

\$51.83

\$51.83 Subtotal for Dept. Water

\$51.83 Subtotal for Vendor

MOTOROLA SOLUTIONS

78265647 MAINT AGREE FOR JUNE 2014

\$5,029.97

\$5,029.97 Subtotal for Dept. Communications Center

\$5,029.97 Subtotal for Vendor

MUNICIPAL CODE CORP.

00241643 CITY CODE SUPPLEMENT 52

\$20.40

\$20.40 Subtotal for Dept. Casper Events Center

00241643 CITY CODE SUPPLEMENT 52

\$142.91

\$142.91 Subtotal for Dept. City Attorney

00241643 CITY CODE SUPPLEMENT 52

\$81.60

00241643 CITY CODE SUPPLEMENT 52

\$81.60

\$163.20 Subtotal for Dept. City Manager

00241643 CITY CODE SUPPLEMENT 52

\$81.60

\$81.60 Subtotal for Dept. Code Enforcement

00241643 CITY CODE SUPPLEMENT 52

\$20.40

\$20.40 Subtotal for Dept. Communications Center

00241643 CITY CODE SUPPLEMENT 52

\$40.80

\$40.80 Subtotal for Dept. Engineering

00241643 CITY CODE SUPPLEMENT 52

\$40.80

\$40.80 Subtotal for Dept. Municipal Court

00241643 CITY CODE SUPPLEMENT 52

\$20.40

\$20.40 Subtotal for Dept. Parks

00241643 CITY CODE SUPPLEMENT 52

\$61.20

\$61.20 Subtotal for Dept. Planning

00241643 CITY CODE SUPPLEMENT 52

\$102.00

\$102.00 Subtotal for Dept. Police

00241643 CITY CODE SUPPLEMENT 52

\$20.40

\$20.40 Subtotal for Dept. Refuse Collection

00241643 CITY CODE SUPPLEMENT 52

\$20.40

\$20.40 Subtotal for Dept. Water

\$734.51 Subtotal for Vendor

NAPA AUTO PARTS CORP.

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

705042 SHIELD/SHADE RETURNED FOR CRED

\$129.41

\$129.41 Subtotal for Dept. Garage

\$129.41 Subtotal for Vendor

NATRONA COUNTY SCHOOL DISTRICT

67 COPY PAPER

\$2,929.54

\$2,929.54 Subtotal for Dept. Finance

\$2,929.54 Subtotal for Vendor

NETTLES, CHRIS

0022150190 DEPOSIT/CREDIT REFUND

\$52.32

\$52.32 Subtotal for Dept. Water

\$52.32 Subtotal for Vendor

NICOLAYSEN ART MUSEUM

1106 NIC BUILDING IMPROVEMENT

\$357.42

\$357.42 Subtotal for Dept. Capital Projects

\$357.42 Subtotal for Vendor

PATE, WILLIAM

0022120167 DEPOSIT/CREDIT REFUND

\$37.81

0022120167 DEPOSIT/CREDIT REFUND

\$37.81

\$75.62 Subtotal for Dept. Water

\$75.62 Subtotal for Vendor

P-CARD VENDORS

00012498 ATLAS OFFICE PRODUCTS - Purcha

\$6.81

00011899 ARC SERVICES/TRAINING - Purcha

\$300.00

00012396 HAWKINS INC - Purchase

\$1,178.75

00011897 ARC SERVICES/TRAINING - Purcha

\$975.00

00011910 ARC SERVICES/TRAINING - Purcha

\$200.00

00011809 NORCO INC - Purchase

\$67.48

00011826 BAILEYS ACE HARDWARE - Purchas

\$11.98

00012675 JIFFYSHIRTS.COM - Purchase

\$96.00

00012467 SUN COUNTRY DISTRIBUTI - Purch

\$3,152.28

00011906 ARC SERVICES/TRAINING - Purcha

\$300.00

00011826 BAILEYS ACE HARDWARE - Purchas

\$21.47

00012531 CWI CAMPING WORLD - Purchase

\$63.34

00012498 ATLAS OFFICE PRODUCTS - Purcha

\$6.78

00012087 LINCOLN AQUATICS - Purchase

\$156.60

00012282 ARC SERVICES/TRAINING - Purcha

\$175.00

00012288 CUSTOM FIBERGLASS INC - Purcha

\$120.00

00012882 SAMS INTERNET - Purchase

\$159.12

\$6,990.61 Subtotal for Dept. Aquatics

00012575 SAFETY KLEEN SYSTEMS B - Purch

\$4,562.78

00012251 MENARDS CASPER - Purchase

\$6.99

00011822 FEDEXOFFICE 00009423 - Purch

\$91.00

00011783 HONNEN EQUIPMENT #04 - Purchas

\$1,099.55

00012558 ALSCO SLCAS - Purchase

\$238.84

00012122 POWER EQUIPMENT CO CAS - Purch

\$153.46

00012034 VOLVO OF MILLS - Purchase

\$109.47

00011898 ATLAS OFFICE PRODUCTS - Purcha

\$49.49

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

00012198	HOSE & RUBBER SUPPLY - Purchas	\$128.28	
00012277	HOBBY-LOBBY #0233 - Credit	(\$168.21)	
00012250	CASPER TIRE - Purchase	\$99.00	
00012506	RESPOND FIRST AID - Purchase	\$173.86	
00012034	VOLVO OF MILLS - Purchase	\$283.94	
00012280	HOBBY-LOBBY #0233 - Purchase	\$160.20	
00012354	QUALITY OFFICE SOLUTIO - Purch	\$675.00	
00012309	HOBBY-LOBBY #0233 - Purchase	\$168.21	
00011781	BEARING BELTCHAIN00244 - Purch	\$10.77	
00012043	AIRGAS CENTRAL - Purchase	\$88.32	
00011900	BAILEYS ACE HARDWARE - Purchas	\$34.57	
00012213	AIRGAS CENTRAL - Purchase	\$30.00	
00012121	FEDEX 90962973 - Purchase	\$114.40	
00011971	INDUSTRIAL CONTAINER S - Purch	\$2,850.58	
00012143	THE VAC SHACK INC - Purchase	\$31.98	
00012268	HOMAX OIL SALES INC - Purchase	\$85.93	
00012698	SAMSClub #6425 - Purchase	\$116.40	
00012155	HOWARD SUPPLY COMPANY - Purcha	\$273.03	
00012024	IN CASPER SAFETY LLC - Purcha	\$1,130.00	
00012621	QUALITY OFFICE SOLUTIO - Purch	\$30.60	
00012382	ATLANTIC ELECTRIC - Purchase	\$214.14	
00011964	WAL-MART #1617 - Credit	(\$52.49)	
00012002	AMERICAN FLAG & BANNER - Purch	\$324.00	
00012445	ADVANCED HYDRAULIC & M - Purch	\$51.77	
00012023	ATLAS OFFICE PRODUCTS - Purcha	\$219.48	
00011947	WM SUPERCENTER #1617 - Purchas	\$52.49	
00012420	VOLVO OF MILLS - Purchase	\$222.91	
00011930	WAL-MART #1617 - Purchase	\$49.99	
00011990	SAMSClub #6425 - Purchase	\$178.48	
00012022	TIRE PROFESSIONALS INC - Purch	\$443.15	
		\$14,332.36	Subtotal for Dept. Balefill
00012714	NORCO INC - Purchase	\$583.13	
00012312	XPEDX - Credit	(\$150.81)	
00012448	APPLIED IND TECH 0733 - Purch	\$32.86	
00012595	CASPER WINNELSON CO - Purchase	\$5.62	
00012500	CASPER WINNELSON CO - Purchase	\$5.10	
00012603	APPLIED IND TECH 0733 - Purch	\$717.75	
00012759	CRESCENT ELECTRIC 103 - Purcha	\$31.41	
00012525	CASPER WINNELSON CO - Purchase	\$107.00	
00012834	CASPER WINNELSON CO - Purchase	\$123.42	
00012722	DENNIS SUPPLY COMPAN - Purchas	\$14.79	
00012736	CASPER WINNELSON CO - Purchase	\$64.31	
00012799	CASPER WINNELSON CO - Purchase	\$42.25	
00012748	CRESCENT ELECTRIC 103 - Purcha	\$88.91	
00012766	CASPER FIRE EXTINGUISH - Purch	\$21.68	
00012779	SUTHERLANDS 2219 - Purchase	\$88.24	
00011774	AIRGAS CENTRAL - Purchase	\$39.55	
00011985	CASPER WINNELSON CO - Purchase	\$121.68	
00012773	CRUM ELECTRIC SUPPLY C - Purch	\$83.94	
00011813	NORCO INC - Purchase	\$102.26	

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

00012633	CASPER WINNELSON CO - Purchase	\$14.60	
00011843	BLOEDORN LUMBER CASPER - Purch	\$6.78	
00012438	APPLIED IND TECH 0733 - Purch	\$16.36	
00012443	BLOEDORN LUMBER CASPER - Purch	\$2.60	
00012572	CASPER WINNELSON CO - Purchase	\$170.36	
00012416	APPLIED IND TECH 0733 - Purch	\$5.54	
00012412	BLOEDORN LUMBER CASPER - Purch	\$5.38	
00011806	SHEET METAL SPECIALTIE - Purch	\$552.10	
00012332	BLOEDORN LUMBER CASPER - Purch	\$33.20	
00012375	SQ ATLANTIC ELECTRIC, - Purch	\$355.90	
00011816	CASPER WINNELSON CO - Purchase	\$85.70	
00011818	APPLIED IND TECH 0733 - Purch	\$699.72	
00012676	NORCO INC - Purchase	\$47.64	
00012345	BLOEDORN LUMBER CASPER - Credi	(\$33.20)	
00011824	DENNIS SUPPLY COMPAN - Purchas	\$96.76	
00011787	PRAIRIE PELLA WY LLC - Purchas	\$261.00	
00012514	BLOEDORN LUMBER CASPER - Purch	\$5.39	
00012405	CASPER WINNELSON CO - Purchase	\$35.09	
00012585	BARGREEN WYOMING 25 - Purchase	\$70.14	
00012690	HOSE & RUBBER SUPPLY - Purchas	\$5.87	
00012537	BAILEYS ACE HARDWARE - Purchas	\$13.08	
00012641	WEAR PARTS INC - Purchase	\$19.69	
00012650	DIAMOND VOGEL PAINT #7 - Purch	\$1,073.80	
00012652	DIAMOND VOGEL PAINT #7 - Purch	\$1,344.68	
00012561	HD SUPPLY UTILITIES, L - Purch	\$320.00	
00012579	SAMSCLUB #6425 - Purchase	\$111.80	
00012680	DALCO INDUSTRIES INC - Purchas	\$38.00	
00012528	MENARDS CASPER - Purchase	\$26.49	
00012558	ALSCO SLCAS - Purchase	\$179.84	
00012539	CASPER FIRE EXTINGUISH - Purch	\$308.13	
00012610	CASPER WINNELSON CO - Purchase	\$33.60	
00012458	APPLIED IND TECH 0733 - Purch	\$29.93	
00012660	DALCO INDUSTRIES INC - Purchas	\$53.70	
		\$8,112.76	Subtotal for Dept. Buildings And Grounds
00012225	SP DENVER 1417 - Purchase	\$916.00	
00012651	BLOEDORN LUMBER CASPER - Purch	\$39.37	
00012632	CASPER WINNELSON CO - Purchase	\$1,710.05	
		\$2,665.42	Subtotal for Dept. Capital Projects
00012338	NORCO INC - Purchase	\$415.94	
00012344	WILSONS LODGE OGLEBAY - Credit	(\$2,370.72)	
00012496	CASPER TIRE - Purchase	\$20.00	
00012348	ATLAS OFFICE PRODUCTS - Purcha	\$5.06	
00012477	CHARTER COMM - Purchase	\$140.20	
00012430	XPEDX-INTL PAPER - Purchase	\$710.24	
00012818	ATLAS OFFICE PRODUCTS - Purcha	\$21.52	
00012543	CASPER STAR TRIBUNE - Purchase	\$177.76	
00012518	ALBERTSONS - Purchase	\$14.99	
00012478	NATURAL GROCERSCA - Purchase	\$11.85	
00012220	PROCORP IMAGES, INC. - Purchas	\$790.28	
00012173	ATLAS OFFICE PRODUCTS - Purcha	\$24.10	

Bills and Claims

City of Casper

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00011817	FACEBK BEWN66JWR2 - Purchase	\$22.92		
00012683	NORCO INC - Purchase	\$491.16		
00011789	FACEBK TMQE66JWR2 - Purchase	\$70.42		
00012205	PROCORP IMAGES, INC. - Purchas	\$540.23		
00012206	CPU VENTURE TECH NETWO - Purch	\$1,299.00		
00011975	COWBOY SUPPLY HOUSE IN - Purch	\$628.24		
00012388	IAAM INC - Purchase	\$455.00		
00012505	ALBERTSONS - Purchase	\$69.30		
00012507	FINANCIAL SERVICES - Purchase	\$749.00		
00012290	DLX FOR BUSINESS - Purchase	\$44.80		
00012639	ALBERTSONS - Purchase	\$7.98		
00012181	ATLAS OFFICE PRODUCTS - Purcha	\$43.65		
00012254	DAVIDSON MECHANICAL, I - Purch	\$42.00		
00012316	SUPERIOR SIGNS & SUPPL - Purch	\$202.96		
		\$4,627.88	Subtotal for Dept.	Casper Events Center
00012008	CPS DISTRIBUTORS INC C - Purch	\$5.52		
00012014	TURF MASTER LLC - Purchase	\$456.60		
		\$462.12	Subtotal for Dept.	Cemetery
00012705	ROCKY MOUNTAIN MINERAL - Purch	\$71.00		
00012410	TOP OFFICE PRODUCTS - Purchase	\$150.95		
00012550	THOMSON WEST TCD - Purchase	\$1,018.20		
		\$1,240.15	Subtotal for Dept.	City Attorney
00012261	71 CONSTRUCTION INC #1 - Purch	\$65.50		
00012264	71 CONSTRUCTION INC #1 - Purch	\$110.00		
00011799	GENERAL SHALE-CASPE - Purchase	\$704.57		
		\$880.07	Subtotal for Dept.	City Hall
00011835	WYOMINGBUSI - Purchase	\$30.00		
00011886	VISTAPR VistaPrint.com - Purch	\$275.98		
00011827	HAMPTON INN & SUITES D - Purch	\$618.24		
00011902	SHELL OIL 57545276800 - Purcha	\$36.63		
00012631	ATLAS REPRODUCTION - Purchase	\$15.00		
00011935	XEROX CORPORATION/RBO - Purcha	\$159.97		
00011904	DELTA 00682408417935 - Pur	\$25.00		
00012047	ICMA INTERNET - Purchase	\$1,400.00		
00011868	WM SUPERCENTER #3778 - Purchas	\$41.88		
		\$2,602.70	Subtotal for Dept.	City Manager
00011946	IN EXPRESS PRINTING C - Purch	\$460.90		
00012187	QUALITY OFFICE SOLUTIO - Purch	\$152.60		
00012016	NMI NATIONWIDE/ALLIED - Purcha	\$50.00		
00012530	VZWRLSS IVR VB - Purchase	\$42.70		
		\$706.20	Subtotal for Dept.	Code Enforcement
00012172	ATLAS OFFICE PRODUCTS - Purcha	\$134.94		
00012028	CHARTER COMM - Purchase	\$114.35		
00012067	PUBLIC SAFTY RECRUIT.C - Purch	\$390.00		
00012269	BEST BUY 00015271 - Purch	\$79.99		
00012021	PARK RIDGE BEHAVIORAL - Purcha	\$150.00		
00012283	THE HOME DEPOT 6001 - Purchase	\$13.15		
00012031	IN COMPUTER PROJECTS - Purcha	\$171.60		
00012177	PARK RIDGE BEHAVIORAL - Purcha	\$150.00		

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

00012259 WIRELESS ADVANCED COMM - Purch	\$278.00	
	\$1,482.03	Subtotal for Dept. Communications Center
00012040 ATLAS REPRODUCTION - Purchase	\$431.50	
00012037 CASPER AREA CHAMBER OF - Purch	\$25.00	
00012020 CASPER STAR TRIBUNE - Purchase	\$704.00	
00012485 ATLAS REPRODUCTION - Purchase	\$1,941.75	
00012530 VZWRLLS IVR VB - Purchase	\$30.02	
00012364 THREE CROWNS GOLF CLUB - Purch	\$85.00	
00012053 CASPER PETROLEUM CLUB - Purcha	\$630.24	
00012117 ATLAS OFFICE PRODUCTS - Purcha	\$16.71	
00012701 SAMSClub #6425 - Purchase	\$162.37	
00012693 CASPER STAR TRIBUNE - Purchase	\$173.90	
00011969 PAPA JOHN'S #01393.COM - Purch	\$39.27	
00012570 GOEDICKE'S CUSTOM FRAM - Purch	\$183.33	
00012004 ATLAS OFFICE PRODUCTS - Purcha	\$64.02	
00012872 ATLAS OFFICE PRODUCTS - Purcha	\$26.20	
00012771 PAPA JOHN'S #01393.COM - Purch	\$110.66	
00012044 CASPER STAR TRIBUNE - Purchase	\$650.00	
00012684 ALBERTSONS - Purchase	\$34.84	
	\$5,308.81	Subtotal for Dept. Council
00012530 VZWRLLS IVR VB - Purchase	\$47.19	
00012479 ATLAS OFFICE PRODUCTS - Purcha	\$47.00	
00011898 ATLAS OFFICE PRODUCTS - Purcha	\$100.00	
00012078 CASPER CONTRACTOR SUPP - Purch	\$57.50	
00012530 VZWRLLS IVR VB - Purchase	\$21.34	
	\$273.03	Subtotal for Dept. Engineering
00012302 USPS 57155809430310940 - Purch	\$19.99	
00011580 ATLAS OFFICE PRODUCTS - Purcha	\$127.84	
00012852 ATLAS OFFICE PRODUCTS - Purcha	\$85.49	
00011621 PEDENS INC. - Purchase	\$70.00	
00010652 FEDEX 90835049 - Purchase	\$32.47	
00012436 CASPER STAR TRIBUNE - Purchase	\$338.40	
00012276 ATLAS OFFICE PRODUCTS - Purcha	\$195.22	
00012812 ATLAS OFFICE PRODUCTS - Purcha	\$96.53	
00012457 ATLAS OFFICE PRODUCTS - Purcha	\$238.41	
00011839 AICPA AICPA - Purchase	\$699.00	
00012299 MOUNTAIN STATES LITHOG - Purch	\$260.50	
00012494 Claim ADJ/FEDEX 90835049 - Cre	(\$32.47)	
00012202 ATLAS OFFICE PRODUCTS - Purcha	\$274.47	
	\$2,405.85	Subtotal for Dept. Finance
00012451 MY EDUCATIONAL RESOURC - Purch	\$42.00	
00012377 ENTENMANN-ROVIN COMPAN - Purch	\$56.00	
00012193 PAYPAL COLUMBUSSUP - Purchase	\$165.93	
00012010 ATLAS OFFICE PRODUCTS - Purcha	\$7.50	
00012113 WM SUPERCENTER #1617 - Purcha	\$35.91	
00012555 ALBERTSONS #2060 - Purchase	\$6.99	
00012003 ATLAS REPRODUCTION - Purchase	\$88.00	
00012565 INTERNATIONAL ASSOC - Purchase	\$234.00	
00011889 ATLAS OFFICE PRODUCTS - Purcha	\$79.02	
00011841 THE HOME DEPOT 6001 - Purchase	\$93.89	

Bills and Claims

City of Casper

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00012399	Copies & Prints - Color	\$204.90	
00012393	Copies & Prints B&W	\$44.47	
00012475	WARDROBE CLEANERS - Purchase	\$12.55	
00011995	PAYBYRONIN.COM - Purchase	\$150.00	
		\$1,221.16	Subtotal for Dept. Fire
00011857	A-1 JET LLC - Purchase	\$131.80	
00012214	SUNRISE 307-587-5566 - Purchas	\$197.85	
00012699	ATLAS OFFICE PRODUCTS - Purcha	\$32.01	
00011852	THE HOME DEPOT 6001 - Credit	(\$49.82)	
		\$311.84	Subtotal for Dept. Fort Caspar
00012142	WW GRAINGER - Purchase	\$18.64	
00011790	BEARING BELTCHAIN00244 - Purch	\$66.77	
00012149	HOSE & RUBBER SUPPLY - Purchas	\$32.15	
00012182	HONNEN EQUIPMENT #04 - Purchas	\$70.03	
00012195	HENSLEY BATTERY & ELEC - Purch	\$92.96	
00012201	INLAND TRUCK PARTS #35 - Purch	\$1,317.96	
00012133	WYOMING MACHINERY CO - Purchas	\$261.49	
00012337	STOTZ EQUIPMENT - Purchase	\$296.22	
00012076	NETWORK FLEET. INC. - Purchase	\$1,009.79	
00011815	HONNEN EQUIPMENT #04 - Purchas	\$4,322.14	
00011905	FRANK J. ZAMBONI & CO. - Purch	\$147.85	
00011999	DRIVE TRAIN INDUSTRIES - Purch	\$67.35	
00012226	BEARING BELTCHAIN00244 - Purch	\$30.21	
00012129	DRIVE TRAIN INDUSTRIES - Purch	\$186.36	
00011819	LARIAT INTERNATIONAL T - Purch	\$299.17	
00012074	JACKS TRUCK AND EQUPMT - Purch	\$7.31	
00012051	SIX ROBBLEES NO 19 - Purchase	\$17.00	
00011973	GREINER MOTOR COMPANY - Credit	(\$2.00)	
00012152	BEARING BELTCHAIN00244 - Purch	\$315.76	
00012336	CASPER TIRE - Purchase	\$110.00	
00011860	GREINER MOTOR COMPANY - Purcha	\$60.44	
00012124	DRIVE TRAIN INDUSTRIES - Purch	\$33.40	
00012139	JACKS TRUCK AND EQUPMT - Purch	\$290.16	
00011912	BEARING BELTCHAIN00244 - Purch	\$21.99	
00011977	BEARING BELTCHAIN00244 - Purch	\$5.64	
00012079	NORCO INC - Purchase	\$98.00	
00011795	SHEET METAL SPECIALTIE - Purch	\$329.34	
00012098	JACKS TRUCK AND EQUPMT - Credi	(\$38.06)	
00011794	HONNEN EQUIPMENT #04 - Purchas	\$211.59	
00011800	BEARING BELTCHAIN00244 - Purch	\$63.48	
00012107	FREMONT MOTOR CASPER I - Purch	\$136.34	
00012079	NORCO INC - Purchase	\$418.55	
00012483	BEARING BELTCHAIN00244 - Credi	(\$22.21)	
00012196	BEARING BELTCHAIN00244 - Purch	\$57.99	
00012065	BEARING BELTCHAIN00244 - Purch	\$33.90	
00012638	BEARING BELTCHAIN00244 - Purch	\$9.09	
00012079	NORCO INC - Purchase	\$98.00	
00011972	B&B AUTO ELECTRIC INC - Purcha	\$165.00	
00012256	STOTZ EQUIPMENT - Credit	(\$267.81)	
00012077	CMI-TECO - Purchase	\$42.64	

Bills and Claims

City of Casper

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00012069	JACKS TRUCK AND EQUIPMT - Purch	\$158.20
00011812	HOSE & RUBBER SUPPLY - Purcha	\$378.68
00012192	STOTZ EQUIPMENT - Purchase	\$483.75
00012095	DRIVE TRAIN INDUSTRIES - Purch	\$172.63
00011786	LARIAT INTERNATIONAL T - Purch	\$151.06
00012520	STOTZ EQUIPMENT - Purchase	\$89.40
00012323	STOTZ EQUIPMENT - Purchase	\$173.76
00012176	BEARING BELTCHAIN00244 - Purch	\$27.37
00012324	BEARING BELTCHAIN00244 - Purch	\$71.88
00012050	STOTZ EQUIPMENT - Credit	(\$967.09)
00011951	BEARING BELTCHAIN00244 - Purch	\$15.96
00012296	GREINER MOTOR COMPANY - Purcha	\$121.92
00012463	DRIVE TRAIN INDUSTRIES - Purch	\$166.34
00012247	WW GRAINGER - Purchase	\$47.98
00011876	DRIVE TRAIN INDUSTRIES - Credi	(\$17.36)
00012219	STOTZ EQUIPMENT - Purchase	\$309.26
00011775	CMI-TECO - Purchase	\$155.64
00011925	BEARING BELTCHAIN00244 - Purch	\$130.90
00011831	STOTZ EQUIPMENT - Purchase	\$3.77
00012473	DRIVE TRAIN INDUSTRIES - Purch	\$16.77
00012526	BEARING BELTCHAIN00244 - Purch	\$7.88
00012615	DRIVE TRAIN INDUSTRIES - Purch	\$87.01
00012059	JACKS TRUCK AND EQUIPMT - Purch	\$222.73
00012140	AMERI-TECH EQUIPMENT C - Purch	\$771.86
00012160	BEARING BELTCHAIN00244 - Purch	\$49.98
00012260	HOSE & RUBBER SUPPLY - Purcha	\$492.92
00012221	STOTZ EQUIPMENT - Credit	(\$3.77)
00012328	MCCOY SALES CORPORATIO - Purch	\$198.08
00011791	HOSE & RUBBER SUPPLY - Purcha	\$83.28
00012471	BEARING BELTCHAIN00244 - Purch	\$100.50
00011838	WW GRAINGER - Credit	(\$457.65)
00012476	STOTZ EQUIPMENT - Purchase	\$41.75
00011866	WW GRAINGER - Credit	(\$72.04)
00011856	STOTZ EQUIPMENT - Purchase	\$577.47
00012224	DRIVE TRAIN INDUSTRIES - Purch	\$11.19
00012454	BEARING BELTCHAIN00244 - Purch	\$66.74
00011847	DRIVE TRAIN INDUSTRIES - Purch	\$22.45
00012203	BEARING BELTCHAIN00244 - Purch	\$27.92
00012322	VERMEER SALES & SVCS O - Purch	\$305.95
00011978	BEARING BELTCHAIN00244 - Purch	\$4.93
00011832	DRIVE TRAIN INDUSTRIES - Credi	(\$229.00)
00012335	HENSLEY BATTERY & ELEC - Purch	\$58.18
00012100	E-ONE - Purchase	\$341.71
00011927	BEARING BELTCHAIN00244 - Purch	\$12.99
00012279	ALPINE MOTOR SPORTS - Purchase	\$79.98
00012279	ALPINE MOTOR SPORTS - Purchase	\$413.80
00012263	WW GRAINGER - Purchase	\$18.64
00012249	INLAND TRUCK PARTS #35 - Purch	\$696.66
00012242	STOTZ EQUIPMENT - Purchase	\$243.12
00012687	DRIVE TRAIN INDUSTRIES - Purch	\$34.40

Bills and Claims

City of Casper

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00012607 BEARING BELTCHAIN00244 - Purch	\$87.52
00011778 WHITES MOUNTAIN - Purchase	\$187.50
00012331 BEARING BELTCHAIN00244 - Purch	\$43.68
00012335 HENSLEY BATTERY & ELEC - Purch	\$88.52
00012094 BEARING BELTCHAIN00244 - Purch	\$32.99
00012237 STOTZ EQUIPMENT - Purchase	\$108.48
00012336 CASPER TIRE - Purchase	\$59.00
00012428 CAPITAL BUSINESS SYSTE - Purch	\$20.00
00012665 STOTZ EQUIPMENT - Purchase	\$24.16
00012232 BEARING BELTCHAIN00244 - Purch	\$5.99
00012349 CASPER TIRE - Purchase	\$270.00
00012350 GREINER BUICK GMC CADI - Purch	\$62.19
00012355 STOTZ EQUIPMENT - Purchase	\$28.98
00012266 DRIVE TRAIN INDUSTRIES - Purch	\$142.96
00012279 ALPINE MOTOR SPORTS - Purchase	\$477.80
00012358 GREINER BUICK GMC CADI - Purch	\$190.00
00012508 BEARING BELTCHAIN00244 - Purch	\$97.58
00012341 STOTZ EQUIPMENT - Purchase	\$58.65
00012104 STOTZ EQUIPMENT - Purchase	\$154.63
00012511 BEARING BELTCHAIN00244 - Purch	\$24.44
00012678 DRIVE TRAIN INDUSTRIES - Purch	\$3.76
00012371 BEARING BELTCHAIN00244 - Purch	\$10.99
00012422 GREINER MOTOR COMPANY - Purcha	\$2.17
00012427 CMI-TECO - Purchase	\$68.47
00011952 BEARING BELTCHAIN00244 - Credi	(\$12.00)
00012608 BEARING BELTCHAIN00244 - Purch	\$16.09
00012400 WYOMING AUTOMOTIVE - Purchase	\$141.00
00012060 BEARING BELTCHAIN00244 - Purch	\$15.65
00012384 HOSE & RUBBER SUPPLY - Purchas	\$31.48
00012279 ALPINE MOTOR SPORTS - Purchase	\$53.98
00012270 DRIVE TRAIN INDUSTRIES - Purch	\$65.98
00012503 STOTZ EQUIPMENT - Purchase	\$25.34
00012444 WW GRAINGER - Purchase	\$50.32
00012421 HENSLEY BATTERY & ELEC - Purch	\$25.92
00012271 STOTZ EQUIPMENT - Purchase	\$5.22
00012291 GREINER MOTOR COMPANY - Purcha	\$51.82
00012289 GREINER MOTOR COMPANY - Purcha	\$98.32
00012445 ADVANCED HYDRAULIC & M - Purch	\$33.86
00012285 COMMUNICATION TECHNOLO - Purch	\$362.33
00012279 ALPINE MOTOR SPORTS - Purchase	\$477.80
00012133 WYOMING MACHINERY CO - Purchas	\$246.65
00012395 GREINER MOTOR COMPANY - Purcha	\$82.95
00012493 HENSLEY BATTERY & ELEC - Purch	\$88.52
00011885 CMI-TECO - Purchase	\$941.14
00012373 BEARING BELTCHAIN00244 - Purch	\$27.69
00011905 FRANK J. ZAMBONI & CO. - Purch	\$72.51
00012279 ALPINE MOTOR SPORTS - Purchase	(\$39.99)
00012335 HENSLEY BATTERY & ELEC - Purch	\$88.52
00012356 BEARING BELTCHAIN00244 - Purch	\$16.99
00011890 STOTZ EQUIPMENT - Purchase	\$92.08

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

00012474 BEARING BELTCHAIN00244 - Purch	\$73.32	
00012159 BEARING BELTCHAIN00244 - Purch	\$34.67	
00011844 CMI-TECO - Purchase	\$924.75	
00012644 DECKER AUTO GLASS - Purchase	\$213.72	
00012133 WYOMING MACHINERY CO - Purchas	\$132.83	
00011830 WHITES MOUNTAIN - Purchase	\$558.46	
00012133 WYOMING MACHINERY CO - Purchas	\$6.95	
00011830 WHITES MOUNTAIN - Purchase	\$10.00	
00012166 BEARING BELTCHAIN00244 - Credi	(\$32.99)	
00012133 WYOMING MACHINERY CO - Purchas	\$1,251.08	
00011905 FRANK J. ZAMBONI & CO. - Purch	\$231.88	
00012148 STOTZ EQUIPMENT - Purchase	\$14.10	
00012130 BEARING BELTCHAIN00244 - Purch	\$22.21	
00011833 DECKER AUTO GLASS - Purchase	\$95.40	
00012102 STOTZ EQUIPMENT - Purchase	\$61.73	
00012136 GOODYEAR COMMERCIAL TI - Purch	\$617.92	
00012093 HENSLEY BATTERY & ELEC - Purch	\$38.18	
00012530 VZWRLLS IVR VB - Purchase	\$21.34	
00012279 ALPINE MOTOR SPORTS - Purchase	(\$413.80)	
00012361 BEARING BELTCHAIN00244 - Purch	\$8.66	
00012315 BEARING BELTCHAIN00244 - Credi	(\$5.49)	
00012362 BEARING BELTCHAIN00244 - Purch	\$237.14	
00012535 COMMERCIAL FLOORING C2 - Purch	\$4,871.04	
00012303 HOSE & RUBBER SUPPLY - Purchas	\$71.49	
00012483 BEARING BELTCHAIN00244 - Credi	(\$15.00)	
00012366 INLAND TRUCK PARTS #35 - Purch	\$73.88	
00012368 BEARING BELTCHAIN00244 - Credi	(\$19.48)	
00012105 BEARING BELTCHAIN00244 - Purch	\$19.48	
00012089 WHITES MOUNTAIN - Purchase	\$14.14	
00012133 WYOMING MACHINERY CO - Purchas	\$15.18	
00012089 WHITES MOUNTAIN - Purchase	\$8.79	
00012133 WYOMING MACHINERY CO - Purchas	\$2.15	
00012116 BEARING BELTCHAIN00244 - Purch	\$209.00	
00011874 STOTZ EQUIPMENT - Purchase	\$213.75	
00012611 HONNEN EQUIPMENT #04 - Purchas	\$212.25	
00012369 STOTZ EQUIPMENT - Purchase	\$5.67	
00012321 BEARING BELTCHAIN00244 - Purch	\$146.34	
	\$31,556.48	Subtotal for Dept. Garage
00012306 SIERRA INDUSTRIES INC - Purcha	\$510.10	
00012516 PIONEER SAND COMPANY I - Purch	\$1,450.14	
00012466 THE UPS STORE 2200 - Purchase	\$9.34	
00011811 PIONEER SAND COMPANY I - Purch	\$1,437.55	
00011867 SUTHERLANDS 2219 - Purchase	\$44.25	
00012180 SUTHERLANDS 2219 - Credit	(\$44.25)	
00011820 SUTHERLANDS 2219 - Purchase	\$9.28	
00012424 GROWTH PRODUCTS - Purchase	\$238.00	
00012273 WEAR PARTS INC - Purchase	\$41.19	
00012502 MIDLAND IMPLEMENT CO - Purchas	\$20.89	
00012772 PIONEER SAND COMPANY I - Purch	\$1,349.96	
00012156 SUTHERLANDS 2219 - Purchase	\$42.14	

Bills and Claims

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00012030 MURDOCH'S RANCH & HOME - Purch	\$112.97	
00012109 PIONEER SAND COMPANY I - Purch	\$1,431.82	
	\$6,653.38	Subtotal for Dept. Golf Course
00011921 MOUNTAIN SPORTS - Purchase	\$200.00	
00011909 BUSH-WELLS SPORTING GO - Purch	\$200.00	
00012399 copies & Prints - Color	\$39.24	
00012602 USPS 57155809430310940 - Purch	\$31.21	
00012393 Copies & Prints B&W	\$23.22	
	\$493.67	Subtotal for Dept. Health Insurance
00012562 AIRGAS CENTRAL - Purchase	\$256.96	
00012083 STAPLES 00114181 - Purch	\$156.75	
00012672 WM SUPERCENTER #1617 - Purchas	\$26.12	
00012530 VZWRLSS IVR VB - Purchase	\$21.35	
00012403 WM SUPERCENTER #3778 - Purchas	\$8.36	
00012367 WCI OF WYOMING, INC - Purchase	\$220.00	
	\$689.54	Subtotal for Dept. Hogadon
00012058 PEDENS INC. - Purchase	\$30.00	
00012442 ABSO - Purchase	\$2,002.05	
00012393 Copies & Prints B&W	\$15.96	
00012399 Copies & Prints Color	\$31.68	
	\$2,079.69	Subtotal for Dept. Human Resources
00011836 ADOBE SYSTEMS, INC. - Purchase	\$19.99	
00012470 SHERWIN WILLIAMS #3439 - Purch	\$57.29	
00012541 WAL-MART #1617 - Purchase	\$30.88	
00012646 PAPA JOHN'S #01393 - Purchase	\$17.98	
00012554 BAILEYS ACE HARDWARE - Purchas	\$7.60	
00012553 SAMSCLUB #6425 - Purchase	\$229.28	
00011991 PAPA JOHN'S #01393 - Purchase	\$161.80	
00011848 BAILEYS ACE HARDWARE - Purchas	\$7.49	
00011823 STAPLES 00114181 - Purch	\$73.49	
00012498 ATLAS OFFICE PRODUCTS - Purcha	\$6.78	
00011986 SAMS INTERNET - Purchase	\$89.90	
00011945 WM SUPERCENTER #1617 - Purchas	\$43.16	
00011863 BARGREEN WYOMING 25 - Purchase	\$24.50	
00012353 NORCO INC - Purchase	\$231.02	
00011926 SAMSCLUB #6425 - Purchase	\$47.72	
00011810 WW GRAINGER - Purchase	\$3.08	
00012800 USPS 57155804730311021 - Purch	\$60.29	
00012703 WW GRAINGER - Purchase	\$166.86	
00012352 MOUNTAIN STATES LITHOG - Purch	\$130.55	
00011929 SAMSCLUB #6425 - Purchase	\$106.72	
00011802 WW GRAINGER - Purchase	\$59.88	
	\$1,576.26	Subtotal for Dept. Ice Arena
00012246 KUM & GO #953 - Purchase	\$20.02	
00012893 SAMS CLUB #6425 - Purchase	\$35.92	
00011994 ATLAS OFFICE PRODUCTS - Purcha	\$2.65	
00012435 DIGICERT INC - Purchase	\$331.00	
	\$389.59	Subtotal for Dept. Information Services
00012346 MAVERIK #296 - Purchase	\$32.00	

Bills and Claims

City of Casper

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00011828	ALTITUDE VETERINARY HO - Purch	\$1,084.98	
00012141	7-ELEVEN 39510 - Purchase	\$41.00	
00011805	COCA COLA BOTTLING CO - Purcha	\$96.00	
00012127	CODE 3 ASSOCIATES, INC - Purch	\$1,000.00	
00012158	BIG LOTS STORES - #444 - Purch	\$12.18	
00012347	HAMPTON INNS - Purchase	\$599.90	
00011854	AMBI MAIL AND MARKETIN - Purch	\$106.68	
00012080	KINSCO - Purchase	\$64.82	
00012326	WHEATLAND TRAVEL CEN - Purchas	\$34.00	
00011944	DOLRTREE 3288 00032888 - Purch	\$45.15	
00011881	BAILEYS ACE HARDWARE - Purchas	\$12.58	
00011887	ATLAS OFFICE PRODUCTS - Purcha	\$138.01	
00012154	USPS 57155804730311021 - Purch	\$13.30	
		\$3,280.60	Subtotal for Dept. Metro Animal
00012409	CASPER STAR TRIBUNE - Purchase	\$12.90	
00012409	CASPER STAR TRIBUNE - Purchase	\$122.70	
00011882	DOUBLETREE ATLANTA - Federal M	\$457.66	
00011882	DOUBLETREE ATLANTA - Local Por	\$48.10	
		\$641.36	Subtotal for Dept. Metropolitan Planning
00011877	ATLAS OFFICE PRODUCTS - Purcha	\$102.44	
00011883	ATLAS OFFICE PRODUCTS - Purcha	\$120.06	
00011842	ATLAS OFFICE PRODUCTS - Purcha	\$202.00	
00011853	ATLAS OFFICE PRODUCTS - Purcha	\$305.08	
		\$729.58	Subtotal for Dept. Municipal Court
00012151	STRIDER SPORTS INTER - Purchas	\$572.00	
		\$572.00	Subtotal for Dept. Natl Rec & Park Grant
00012265	KMART 4736 - Purchase	\$10.00	
00012240	BAILEYS ACE HARDWARE - Purchas	\$9.24	
00012204	BLOEDORN LUMBER CASPER - Purch	\$28.56	
00012490	BAILEYS ACE HARDWARE - Purchas	\$54.97	
00012398	AMERICAN SWING COM - Purchase	\$418.25	
00012216	HARBOR FREIGHT TOOLS 3 - Purch	\$7.99	
00011880	BLOEDORN LUMBER CASPER - Purch	\$104.02	
00012434	CPS DISTRIBUTORS INC C - Purch	\$24.36	
00012123	FORESTFARM5418467269 - Purchas	\$28.90	
00012186	MENARDS CASPER - Purchase	\$73.57	
00011896	R & R REST STOPS - Purchase	\$4,097.01	
00012305	R & R REST STOPS - Purchase	\$5,809.67	
00012239	CPS DISTRIBUTORS INC C - Purch	\$122.66	
00012146	NORCO INC - Purchase	\$222.75	
00012339	WW GRAINGER - Purchase	\$107.10	
00012170	CPS DISTRIBUTORS INC C - Purch	\$28.40	
00012163	BAILEYS ACE HARDWARE - Purchas	\$4.49	
00012257	CPS DISTRIBUTORS INC C - Purch	\$19.62	
00012131	GENERAL SHALE-CASPE - Purchase	\$25.37	
00012380	BLOEDORN LUMBER CASPER - Purch	\$30.23	
00012578	BESTWAY AGGREGATE - Purchase	\$4,462.16	
00012472	DALCO INDUSTRIES INC - Purchas	\$50.00	
00011865	BAILEYS ACE HARDWARE - Purchas	\$111.93	
00012185	STOTZ EQUIPMENT - Purchase	\$102.83	

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

00012319	CASPER CONTRACTOR SUPP - Purch	\$99.00	
00012387	MIRACLE RECREATION - Purchase	\$1,412.71	
00012456	CASPER CONTRACTOR SUPP - Purch	\$241.20	
00012274	BLOEDORN LUMBER CASPER - Purch	\$451.94	
00012510	BLOEDORN LUMBER CASPER - Purch	\$17.91	
00012495	BUSH-WELLS SPORTING GO - Purch	\$44.95	
00012441	BAILEYS ACE HARDWARE - Purchas	\$15.96	
00012523	DALCO INDUSTRIES INC - Purchas	\$56.00	
00011923	BAILEYS ACE HARDWARE - Purchas	\$63.62	
00012215	SUTHERLANDS 2219 - Purchase	\$41.16	
00012304	THE HOME DEPOT 6001 - Purchase	\$28.80	
00012070	CPS DISTRIBUTORS INC C - Purch	\$83.16	
00011966	BAILEYS ACE HARDWARE - Purchas	\$4.49	
		\$18,514.98	Subtotal for Dept. Parks
00012708	BARGREEN WYOMING 25 - Purchase	\$3,823.00	
		\$3,823.00	Subtotal for Dept. Perpetual Care
00012286	WAL-MART #1617 - Purchase	\$73.97	
00012281	ATLAS REPRODUCTION - Purchase	\$30.00	
00011801	ATLAS REPRODUCTION - Purchase	\$12.00	
00012453	CASPER STAR TRIBUNE - Purchase	\$56.55	
		\$172.52	Subtotal for Dept. Planning
00012233	FEDEX 90981163 - Purchase	\$72.33	
00011837	USPS 57155809430310940 - Purch	\$34.00	
00012084	CARDINAL TRACKING INC - Purcha	\$3,466.80	
00012081	TLO TRANSUNION - Purchase	\$110.25	
00012064	COWBOY STATE FITNESS E - Purch	\$145.00	
00012056	ATLAS OFFICE PRODUCTS - Purcha	\$39.51	
00012144	POWDER RIVER SHREDDERS - Purch	\$122.50	
00012236	EXXONMOBIL 47737358 - Purch	\$36.78	
00011936	IN EXPRESS PRINTING C - Purch	\$174.00	
00012057	ENTENMANN-ROVIN COMPAN - Purch	\$1,029.40	
00012164	BAILEYS ACE HARDWARE - Purchas	\$22.45	
00012134	A 2 Z TOWING - Purchase	\$115.00	
00012172	ATLAS OFFICE PRODUCTS - Purcha	\$181.06	
00012052	1-800-FLOWERS.COM,INC. - Purch	\$69.98	
00012174	WPSANTENNAS.COM - Purchase	\$185.39	
00012119	RICOH USA, INC - Purchase	\$518.37	
00012381	ATLAS OFFICE PRODUCTS - Purcha	\$102.84	
00011785	ALBERTSONS #2060 - Purchase	\$43.66	
00011814	ATLAS OFFICE PRODUCTS - Purcha	\$356.40	
00012329	ATLAS OFFICE PRODUCTS - Purcha	\$45.02	
00012088	CIVIL AIR PATROL MAGAZ - Purch	\$195.00	
00011792	Super 8 Motel - Purchase	\$69.08	
00011797	SUBWAY 00017459 - Purch	\$8.16	
00012128	GAL UNIFORM&EQUIPMENT - Purcha	\$911.72	
00012385	EXXONMOBIL 45948007 - Purch	\$30.00	
		\$8,084.70	Subtotal for Dept. Police
00011956	DAYS INN CASPER-10269 - Purcha	\$75.60	
00011924	UNITED 01624064048235 - Pur	\$436.50	
00011901	UNITED 01624064048213 - Pur	\$436.50	

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

00011988 UNITED 01624064048224 - Pur	\$436.50	
00011957 MAVERIK #165 - Purchase	\$43.62	
	\$1,428.72	Subtotal for Dept. Police Grants
00012307 BAUDVILLE INC. - Purchase	\$41.45	
00011796 SAFEWAY STORE00024687 - Purch	\$15.49	
00012492 ATLAS OFFICE PRODUCTS - Purcha	\$160.38	
00012320 ATLAS OFFICE PRODUCTS - Purcha	\$81.53	
	\$298.85	Subtotal for Dept. Property & Liability Insurance
00011840 NORCO INC - Purchase	\$101.21	
00012509 WOODWORKERS SUPPLY, IN - Purch	\$32.18	
00012469 AMAZON MKTPLACE PMTS - Purchas	\$58.26	
00012437 S&S WORLDWIDE - Purchase	\$81.34	
00011892 NORCO INC - Purchase	\$97.64	
00012311 NORCO INC - Purchase	\$108.15	
00012419 AMAZON MKTPLACE PMTS - Purchas	\$111.60	
00011851 NORCO INC - Purchase	\$27.26	
00012498 ATLAS OFFICE PRODUCTS - Purcha	\$6.78	
00012469 AMAZON MKTPLACE PMTS - Purchas	\$26.87	
00012363 AMAZON MKTPLACE PMTS - Purchas	\$41.50	
00012432 Amazon.com - Purchase	\$9.19	
00011873 BAILEYS ACE HARDWARE - Purchas	\$2.34	
00011859 DOLRTREE 3288 00032888 - Purch	\$26.00	
00011804 LIBERTS - Purchase	\$65.92	
00012253 ATLAS OFFICE PRODUCTS - Purcha	\$8.10	
	\$804.34	Subtotal for Dept. Recreation
00012034 VOLVO OF MILLS - Purchase	\$239.86	
00012032 DRIVERCHECK-SERVICECHE - Purch	\$390.00	
00012460 SERIOUS LOCK - Purchase	\$878.14	
00012138 WYOMING STEEL AND RECY - Purch	\$6,351.30	
00011808 PILOT 00003087 - Purch	\$139.04	
00011955 PILOT 00003087 - Purch	\$146.51	
00011974 NETWORK FLEET. INC. - Purchase	\$598.47	
00011834 BEARING BELTCHAIN00244 - Purch	\$20.92	
00011850 JOHNNY APPLESEED, INC. - Purch	\$2,244.00	
00012558 ALSCO SLCAS - Purchase	\$55.20	
	\$11,063.44	Subtotal for Dept. Refuse Collection
00012596 ALSCO SLCAS - Purchase	\$92.92	
00011974 NETWORK FLEET. INC. - Purchase	\$27.32	
00011777 IN PIPELOGIX INC - Purchase	\$1,980.00	
00012325 ALSCO SLCAS - Purchase	\$92.92	
00012167 CRESCENT ELECTRIC 103 - Purcha	\$1,807.00	
00012522 CASPER CONTRACTOR SUPP - Purch	\$12.69	
00012147 TACO JOHNS Q73 - Purch	\$35.20	
00012090 BAILEYS ACE HARDWARE - Purchas	\$40.97	
00012622 SAMSLUB #6425 - Purchase	\$53.03	
00011980 NORCO INC - Purchase	\$40.46	
00011996 CASPER CONTRACTOR SUPP - Purch	\$88.83	
00012530 VZWRLLS IVR VB - Purchase	\$21.34	
	\$4,292.68	Subtotal for Dept. Sewer

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

00012330 A-1 USED TIRE CO - Purchase	\$163.80	
	\$163.80	Subtotal for Dept. Special Assistance
00012073 WW GRAINGER - Purchase	\$97.50	
00011993 SCHNEIDERELECTRIC IT C - Purch	\$121.98	
00012039 CASPER CONTRACTOR SUPP - Purch	\$107.17	
00011862 CASPER CONTRACTOR SUPP - Purch	\$4.91	
00012082 CASPER CONTRACTOR SUPP - Purch	\$176.15	
00011917 MAXWELL PRODUCTS - Purchase	\$5,912.55	
00011908 BAILEYS ACE HARDWARE - Purchas	\$17.98	
00012092 HOWARD SUPPLY COMPANY - Purcha	\$99.26	
00012461 NORCO INC - Purchase	\$915.84	
00011963 STOTZ EQUIPMENT - Purchase	\$967.09	
00011974 NETWORK FLEET. INC. - Purchase	\$625.72	
00012389 ALL-OUT FIRE EXTINGUIS - Purch	\$1,196.00	
00012394 SIX ROBBLEES NO 19 - Purchase	\$62.68	
00012318 WYOMING STEEL AND RECY - Purch	\$4.50	
00011871 MIS INDUSTRIAL SUPPLY - Purcha	\$512.83	
00012108 MAXWELL PRODUCTS - Purchase	\$5,809.43	
00012278 ALSCO SLCAS - Purchase	\$609.36	
00012150 EASTGATE TRAVEL PLAZ - Purchas	\$25.83	
00011941 MAXWELL PRODUCTS - Purchase	\$7,119.75	
00011940 BAILEYS ACE HARDWARE - Purchas	\$15.99	
00011932 MAXWELL PRODUCTS - Purchase	\$6,001.08	
00012411 ALL-OUT FIRE EXTINGUIS - Purch	\$50.00	
00012479 ATLAS OFFICE PRODUCTS - Purcha	\$47.00	
	\$30,500.60	Subtotal for Dept. Streets
00012376 E 470 EXPRESS TOLLS - Purchase	\$10.20	
00012530 VZWRLLSS IVR VB - Purchase	\$21.34	
00012431 CRESCENT ELECTRIC 103 - Purcha	\$24.30	
00011875 BAILEYS ACE HARDWARE - Purchas	\$31.12	
00012035 GADES SALES CO. INC - Purchase	\$2,280.00	
00011974 NETWORK FLEET. INC. - Purchase	\$163.32	
00012479 ATLAS OFFICE PRODUCTS - Purcha	\$47.00	
00012000 ALSCO SLCAS - Purchase	\$89.25	
00012402 GADES SALES CO. INC - Purchase	\$2,280.00	
00012423 AMBI MAIL AND MARKETIN - Purch	\$16.39	
00011998 GADES SALES CO. INC - Purchase	\$2,280.00	
00012450 GADES SALES CO. INC - Purchase	\$2,280.00	
	\$9,522.92	Subtotal for Dept. Traffic
00012798 USPS 57155809430310940 - Purch	\$14.38	
00012484 BAILEYS ACE HARDWARE - Purchas	\$52.98	
00011916 COMPRESSION LEASING SV - Purch	\$344.92	
00012227 WEAR PARTS INC - Purchase	\$10.20	
00012017 ALSCO SLCAS - Purchase	\$142.06	
00012464 HD SUPPLY UTILITIES, L - Purch	\$70.00	
00012334 TYCO VALVES&CONTROLS L - Purch	\$1,743.58	
00012551 ALSCO SLCAS - Purchase	\$296.48	
00012433 WYOMING RENTS - Purchase	\$67.50	
00011939 WW GRAINGER - Purchase	\$53.26	
00012540 BLOEDORN LUMBER CASPER - Purch	\$759.98	

Bills and Claims

City of Casper

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00011780	WW GRAINGER - Purchase	\$160.76	
00012709	NCL OF WISCONSIN INC - Purchas	\$22.17	
00012153	WW GRAINGER - Purchase	\$191.16	
00012713	RESPOND FIRST AID - Purchase	\$68.34	
00012743	KNIFE RIVER 5701 - Purchase	\$266.89	
00012011	ALSCO SLCAS - Purchase	\$142.06	
00012720	HARRINGTON 08 DENVER - Purchas	\$3,375.94	
00012006	BLOEDORN LUMBER CASPER - Purch	\$429.99	
00012752	USPS 57155809430310940 - Purch	\$6.49	
00012598	WW GRAINGER - Purchase	\$13.37	
00012805	CASPER WINNELSON CO - Purchase	\$21.03	
00012811	WW GRAINGER - Purchase	\$89.63	
00012816	BAILEYS ACE HARDWARE - Purchas	\$15.99	
00012831	TW ENTERPRISES INC - Purchase	\$562.34	
00011970	NORCO INC - Purchase	\$135.38	
00012564	FOREMANS QUALITY MACHI - Purch	\$394.78	
00012661	NORTHROP BOILER WORKS - Purcha	\$20.50	
00012183	HACH COMPANY - Purchase	\$420.47	
00012547	ENVIRONMENTAL EXPRESS - Purcha	\$139.86	
00012293	CASPER WINNELSON CO - Purchase	\$27.63	
00012217	DEWITT WATER - Purchase	\$50.00	
00011776	TIM FORCE TIN SHOP, IN - Purch	\$399.00	
00012101	THE HOME DEPOT 6001 - Purchase	\$128.35	
00012378	CRUM ELECTRIC SUPPLY C - Purch	\$394.95	
00012580	CRUM ELECTRIC SUPPLY C - Purch	\$404.00	
00012673	BOBCAT OF CASPER - Purchase	\$25.03	
00011845	NORTHROP BOILE00 OF 00 - Purch	\$80.00	
00011788	WATERWORKS INDUSTRIES - Purcha	\$785.00	
00012392	J J KELLER & ASSOCIATE - Purch	\$150.00	
00012513	TFS FISHER SCI CHI - Purchase	\$41.47	
00011829	WW GRAINGER - Purchase	\$542.92	
00012001	ALSCO SLCAS - Purchase	\$154.42	
00012530	VZWRLSS IVR VB - Purchase	\$42.70	
00012429	STOTZ EQUIPMENT - Credit	(\$236.28)	
00012379	WATERWORKS INDUSTRIES - Purcha	\$36.00	
00012068	SEARS ROEBUCK 2341 - Purchas	\$199.90	
00012401	BARGREEN WYOMING 25 - Purchase	\$128.17	
00012573	KISTLER TENT AWNING - Purchas	\$65.00	
00012468	STOTZ EQUIPMENT - Purchase	\$225.03	
00011782	WW GRAINGER - Credit	(\$33.70)	
00012404	WW GRAINGER - Purchase	\$22.92	
00012045	ATLAS OFFICE PRODUCTS - Purcha	\$182.85	
00012622	SAMSCLUB #6425 - Purchase	\$121.20	
00012446	STOTZ EQUIPMENT - Purchase	\$236.28	
	\$14,205.33 Subtotal for Dept.		Waste Water
00012029	ATLAS OFFICE PRODUCTS - Purcha	\$16.49	
00012086	ALSCO SLCAS - Purchase	\$572.55	
00011898	ATLAS OFFICE PRODUCTS - Purcha	\$49.49	
00012099	UNITED STATES WELDING - Purcha	\$19.23	
00011849	ATLAS OFFICE PRODUCTS - Purcha	\$13.26	

Bills and Claims

City of Casper

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00012046	LANDER ACE HARDWARE - Purchase	\$49.83
00012106	ENERGY LABORATORIES - Purchase	\$660.00
00012165	ENERGY LABORATORIES - Purchase	\$4,735.00
00012489	HOSE & RUBBER SUPPLY - Purchas	\$64.41
00012179	SUTHERLANDS 2219 - Purchase	\$36.61
00012190	HOSE & RUBBER SUPPLY - Purchas	\$37.58
00012162	AMBI MAIL AND MARKETIN - Purch	\$1.15
00012447	AMBI MAIL AND MARKETIN - Purch	\$93.75
00012397	CASPER WINNELSON CO - Purchase	\$103.42
00012294	NORCO INC - Purchase	\$34.00
00012327	SUTHERLANDS 2219 - Purchase	\$19.97
00012343	ENERGY LABORATORIES - Purchase	\$255.00
00012383	DANA KEPNER CO. - Purchase	\$956.40
00012390	SAMSCLUB #6425 - Purchase	\$208.16
00012512	CASPER WINNELSON CO - Purchase	\$81.93
00012418	WEAR PARTS INC - Purchase	\$21.50
00012697	WATERWORKS INDUSTRIES - Purcha	\$202.14
00012532	SPRAY TECH - Purchase	\$3,362.90
00012787	CASPER STAR TRIBUNE - Purchase	\$1,859.40
00012530	VZWRLSS IVR VB - Purchase	\$81.39
00012415	SQ ATLANTIC ELECTRIC, - Purch	\$4,675.67
00012178	AMBI MAIL AND MARKETIN - Purch	\$6.85
00012529	MENARDS CASPER - Purchase	\$29.99
00011872	WM SUPERCENTER #1617 - Purchas	\$32.84
00012272	DANA KEPNER CO. - Purchase	\$9,573.36
00012210	DANA KEPNER CO. - Purchase	\$14,321.00
00012619	SUTHERLANDS 2219 - Purchase	\$25.43
00012407	CASPER WINNELSON CO - Purchase	\$21.50
00012617	CASPER CONTRACTOR SUPP - Purch	\$60.29
00012408	WAL-MART #1617 - Purchase	\$24.85
00012413	ALSCO SLCAS - Purchase	\$11.61
00012218	ATLAS OFFICE PRODUCTS - Purcha	\$115.45
00012230	SOURCE OFFICE PRODUCTS - Purch	\$141.63
00012386	BLOEDORN LUMBER CASPER - Purch	\$63.03
00012212	MOBILE CONCRETE, INC - Purchas	\$483.50
00012480	BAILEYS ACE HARDWARE - Purchas	\$58.92
00012209	BEARING BELTCHAIN00244 - Purch	\$9.28
00012298	ATLAS OFFICE PRODUCTS - Purcha	\$20.09
00012297	FLEMING SUPPLY - Purchase	\$12.24
00012013	CASPER ELECTRIC, INC. - Purcha	\$473.80
00012194	MENARDS CASPER - Purchase	\$10.37
00012685	JOHNNY APPLESEED, INC. - Purch	\$35.63
00012252	DANA KEPNER CO. - Purchase	\$2,287.67
00012487	SUTHERLANDS 2219 - Purchase	\$11.85
00011784	PRAIRIE PELLA WY LLC - Purchas	\$2,185.00
00012027	HOLIDAY LODGE - Purchase	\$59.95
00011825	CASPER WINNELSON CO - Purchase	\$125.22
00011779	CASPER WINNELSON CO - Purchase	\$167.87
00011807	CASPER WINNELSON CO - Purchase	\$49.22
00012360	SQ DOUBLE D WELDING & - Purch	\$770.63

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

00011803	DIAMOND VOGEL PAINT #7 - Purch	\$29.48	
00011931	ATLAS OFFICE PRODUCTS - Purcha	\$6.22	
00012118	MOUNTAIN STATES LITHOG - Purch	\$188.60	
00012114	INTERMOUNTAIN SALES, I - Purch	\$4,830.00	
00011974	NETWORK FLEET. INC. - Purchase	\$136.12	
00012071	GANNETT GRILL - LANDER - Purch	\$22.14	
00012238	DANA KEPNER CO. - Purchase	\$6,498.36	
00012235	DANA KEPNER CO. - Purchase	\$5,091.77	
00012234	DANA KEPNER CO. - Purchase	\$171.24	
00012015	TOP OFFICE PRODUCTS - Purchase	\$196.46	
00012062	LANDER ACE HARDWARE - Purchase	\$5.24	
00012530	VZWRLLSS IVR VB - Purchase	\$21.34	
00011798	PRAIRIE PELLA WY LLC - Purchas	\$1,220.00	
00012110	WEAR PARTS INC - Purchase	\$10.05	
		\$67,827.32	Subtotal for Dept. Water
00012189	UPS 000008F045W184 - Purchase	\$299.79	
00011879	WW GRAINGER - Purchase	\$160.65	
00012530	VZWRLLSS IVR VB - Purchase	\$21.34	
00012033	VOLVO OF MILLS - Credit	(\$32.07)	
00012497	LONG BLDG. TECHNOLOGIE - Purch	\$3,662.25	
00011958	STOTZ EQUIPMENT - Credit	(\$13.10)	
00012262	COASTAL CHEMICAL CO LL - Purch	\$573.20	
00012559	ATLAS OFFICE PRODUCTS - Purcha	\$36.16	
00012497	LONG BLDG. TECHNOLOGIE - Purch	\$161.40	
00011888	HOUSTON SUPPLY 20 - Purchase	\$32.72	
00012301	CASPER AREA CHAMBER OF - Purch	\$281.00	
00012374	HOUSTON SUPPLY 20 - Purchase	\$23.27	
00012275	ENERGY LABORATORIES - Purchase	\$1,225.00	
00012241	EUROFINS EATON ANALYTI - Purch	\$200.00	
00012208	XEROX CORP - RBO - Purchase	\$179.14	
00012351	ALSCO SLCAS - Purchase	\$17.49	
00012188	UPS 000008F045W174 - Purchase	\$413.95	
00012571	USPS 57155809430310940 - Purch	\$20.16	
00012406	CRESCENT ELECTRIC 103 - Purcha	\$2,525.00	
00011861	ATLAS OFFICE PRODUCTS - Purcha	\$232.01	
00011949	VOLVO OF MILLS - Purchase	\$32.07	
00011962	SUTHERLANDS 2219 - Purchase	\$18.99	
00012097	NORCO INC - Purchase	\$62.47	
00012026	VOLVO OF MILLS - Purchase	\$10.37	
00012258	CASPER STAR TRIBUNE - Purchase	\$34.20	
		\$10,177.46	Subtotal for Dept. Water Treatment Plant
00012314	HARBOR FREIGHT TOOLS 3 - Purch	\$32.97	
00012544	VAN DIEST SUPPLY COMPA - Purch	\$8,374.14	
		\$8,407.11	Subtotal for Dept. Weed And Pest
		\$291,572.91	Subtotal for Vendor

PEAK GEOSOLUTIONS

2014-13	C&D CELL CM/CQA	\$3,120.00	
		\$3,120.00	Subtotal for Dept. Balefill
		\$3,120.00	Subtotal for Vendor

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

PEPSI COLA OF CASPER

307 CONCESSION SUPPLIES

\$698.50

\$698.50 Subtotal for Dept. Casper Events Center

\$698.50 Subtotal for Vendor

PHIPPS CONSTRUCTION

RIN0023776 RETAIN PAY CYB PH III

\$10,750.00

RIN0023775 RETAINAGE CYB FIELD OF DREAMS

(\$10,750.00)

\$0.00 Subtotal for Dept. Capital Projects

RIN0023775 CASPER YOUTH BASEBALL FIELD OF

\$107,500.00

\$107,500.00 Subtotal for Dept. Parks

\$107,500.00 Subtotal for Vendor

PLATTE RIVER CROSSING

COC2014-1 BUILDING RENT FEB-JUNE 2014

\$52,330.00

\$52,330.00 Subtotal for Dept. Communications Center

\$52,330.00 Subtotal for Vendor

QUINTANA, JOSE

0022150193 DEPOSIT/CREDIT REFUND

\$42.21

\$42.21 Subtotal for Dept. Water

\$42.21 Subtotal for Vendor

RESOURCE STAFFING

3163 LABOR

\$992.07

3231 KITCHEN PERSONNEL

\$346.39

3204 LABOR

\$131.40

3151 LABOR

\$634.01

\$2,103.87 Subtotal for Dept. Casper Events Center

\$2,103.87 Subtotal for Vendor

REYNA, YVONNE

0022199999 DEPOSIT/CREDIT REFUND

\$51.83

\$51.83 Subtotal for Dept. Water

\$51.83 Subtotal for Vendor

RICHARD YOUNG

RIN0023736 MILEAGE REIMB 032414-050514

\$120.46

\$120.46 Subtotal for Dept. Fort Caspar

\$120.46 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016805231412 ELECTRICITY

\$117.59

\$117.59 Subtotal for Dept. Buildings And Grounds

AP00015605231412 ELECTRICITY

\$686.04

\$686.04 Subtotal for Dept. Fort Caspar

AP00015705231412 ELECTRICITY

\$1,933.68

\$1,933.68 Subtotal for Dept. Golf Course

AP00016105231412 ELECTRICITY

\$6,347.35

\$6,347.35 Subtotal for Dept. Parks

RIN0023755 ELECTRICITY

\$30.23

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

	\$30.23	Subtotal for Dept.	Planning
AP00016405231412 ELECTRICITY	\$54,002.81		
	\$54,002.81	Subtotal for Dept.	Traffic
AP00016505231412 ELECTRICITY	\$22,051.26		
	\$22,051.26	Subtotal for Dept.	Water
	\$85,168.96	Subtotal for Vendor	
RYAN HIEB			
RIN0023819 TRAVEL EXPENSES	\$47.00		
	\$47.00	Subtotal for Dept.	Police
	\$47.00	Subtotal for Vendor	
SAM PARSON'S UPHOLSTERY			
673001 REUPHOLSTER SEAT	\$174.66		
673011 REUPHOLSTER SEAT AND BACK	\$157.00		
	\$331.66	Subtotal for Dept.	Garage
	\$331.66	Subtotal for Vendor	
SARA NELSON			
827431 CLOTHING ALLOWANCE	\$49.33		
	\$49.33	Subtotal for Dept.	Police
RIN0023778 TRAVEL EXPENSES	\$36.00		
	\$36.00	Subtotal for Dept.	Police
	\$85.33	Subtotal for Vendor	
SCHMILL, HELEN F.			
0022200008 DEPOSIT/CREDIT REFUND	\$9.22		
	\$9.22	Subtotal for Dept.	Water
	\$9.22	Subtotal for Vendor	
SCOTT LOW			
RIN0023823 TRAVEL EXPENSES	\$199.80		
	\$199.80	Subtotal for Dept.	Fire
	\$199.80	Subtotal for Vendor	
SCOTT SCHELL			
RIN0023821 TRAVEL EXPENSES	\$298.00		
	\$298.00	Subtotal for Dept.	Metro Animal
	\$298.00	Subtotal for Vendor	
SHAWN JENKINS			
RIN0023785 TRAVEL EXPENSES	\$47.00		
	\$47.00	Subtotal for Dept.	Police
	\$47.00	Subtotal for Vendor	
SKYLINE RANCHES			
RIN0023764 201 SEWER FEES	(\$69.56)		
RIN0023764 201 SEWER FEES	\$695.56		
	\$626.00	Subtotal for Dept.	Sewer
RIN0023764 201 SEWER FEES	(\$246.01)		
	(\$246.01)	Subtotal for Dept.	Waste Water
	\$379.99	Subtotal for Vendor	

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

SMARSH, INC

473055 10 MONTHS OF HOSTED EMAIL ARCH

\$1,925.00
\$1,925.00 Subtotal for Dept. City Manager
\$1,925.00 Subtotal for Vendor

SMITH, LORNA

0022120166 DEPOSIT/CREDIT REFUND

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

SOURCE GAS DIST. LLC

201091443041 NATURAL GAS

\$6,617.20

207408034003 NATURAL GAS

\$232.85

\$6,850.05 Subtotal for Dept. Aquatics

207408034007 NATURAL GAS

\$2,039.79

\$2,039.79 Subtotal for Dept. Balefill

201269356874 NATURAL GAS

\$225.39

\$225.39 Subtotal for Dept. Buildings And Grounds

201447305695 NATURAL GAS

\$4,527.55

\$4,527.55 Subtotal for Dept. Casper Events Center

207408033950 NATURAL GAS

\$185.14

\$185.14 Subtotal for Dept. Cemetery

201358327776 NATURAL GAS

\$573.05

201358330804 NATURAL GAS

\$107.51

201714254335 NATURAL GAS

\$33.92

207408033956 NATURAL GAS

\$1,497.12

\$2,211.60 Subtotal for Dept. City Hall

207408034012 NATURAL GAS

\$1,338.51

201536291411 NATURAL GAS

\$135.33

\$1,473.84 Subtotal for Dept. Fire

201269359637 NATURAL GAS

\$501.95

\$501.95 Subtotal for Dept. Fort Caspar

201536292192 NATURAL GAS

\$2,023.97

\$2,023.97 Subtotal for Dept. Garage

201447302833 NATURAL GAS

\$303.32

\$303.32 Subtotal for Dept. Golf Course

201091443042 NATURAL GAS

\$942.73

\$942.73 Subtotal for Dept. Ice Arena

201002681006 NATURAL GAS

\$1,132.65

\$1,132.65 Subtotal for Dept. Metro Animal

201803236108 NATURAL GAS

\$15.75

\$15.75 Subtotal for Dept. Planning

201002676540 NATURAL GAS

\$854.29

\$854.29 Subtotal for Dept. Recreation

201002679785 NATURAL GAS

\$18.01

\$18.01 Subtotal for Dept. Sewer

207408034006 NATURAL GAS

\$6,298.68

\$6,298.68 Subtotal for Dept. Waste Water

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

207408033983 NATURAL GAS
207408034005 NATURAL GAS

\$679.95
\$324.00

\$1,003.95 Subtotal for Dept. Water

201625269543 NATURAL GAS

\$7,557.40

\$7,557.40 Subtotal for Dept. Water Treatment Plant

\$38,166.06 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

785406 NORTH PLATTE RIVER RESPORATION
793239 NORTH PLATTE RIVER RESPORATION

\$33,222.05
\$16,343.67

\$49,565.72 Subtotal for Dept. Streets

\$49,565.72 Subtotal for Vendor

STELLAR PROGRAMMING & CONSULTING

1935A ROUTE TRACKING SOFTWARE

\$880.00

\$880.00 Subtotal for Dept. Refuse Collection

\$880.00 Subtotal for Vendor

STEVE BULLOCK

RIN0023784 TRAVEL EXPENSES

\$40.00

\$40.00 Subtotal for Dept. Police

\$40.00 Subtotal for Vendor

STEVEN NUNN

RIN0023818 TRAVEL EXPENSES

\$36.00

\$36.00 Subtotal for Dept. Police

\$36.00 Subtotal for Vendor

STEWART, BRIAN

0022200011 DEPOSIT/CREDIT REFUND

\$7.81

\$7.81 Subtotal for Dept. Water

\$7.81 Subtotal for Vendor

STILWELL, LINDSAY

0022120168 DEPOSIT/CREDIT REFUND

\$49.65

\$49.65 Subtotal for Dept. Water

\$49.65 Subtotal for Vendor

STOTZ EQUIPMENT

E01366 2014 JOHN DEERE GATOR

\$5,175.80

\$5,175.80 Subtotal for Dept. Waste Water

\$5,175.80 Subtotal for Vendor

SUPERIOR STRUCTURES CORP.

446956 CATC IMPROVEMENTS - GRANT
446956 CATC IMPROVEMENTS - CITY

\$9,738.52
\$2,434.63

\$12,173.15 Subtotal for Dept. C.A.T.C.

\$12,173.15 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

405140632 OPERATING SUPPLIES-CATERING
1471773PU OPERATING SUPPLIES-CATERING
405090252 ALCOHOL

\$1,234.58
(\$14.51)
\$161.64

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

404280479 OPERATING SUPPLIES-CATERING	\$5,020.07	
404261142 ALCOHOL	\$259.18	
404240287 OPERATING SUPPLIES-CATERING	(\$99.39)	
404240289 CONCESSION SUPPLIES	(\$18.59)	
404300080 OPERATING SUPPLIES-CATERING	(\$34.78)	
405090252 CONCESSION SUPPLIES	\$1,148.49	
	\$7,656.69	Subtotal for Dept. Casper Events Center
	\$7,656.69	Subtotal for Vendor

TORY CUTRELL

RIN0023746 TUITION REIMBURSEMENT	\$1,170.00	
	\$1,170.00	Subtotal for Dept. Metro Animal
RIN0023779 TRAVEL EXPENSES	\$378.00	
	\$378.00	Subtotal for Dept. Metro Animal
	\$1,548.00	Subtotal for Vendor

TURNKEY SVCS INC.

283 OTHER CONTRACTUAL	\$5,733.68	
	\$5,733.68	Subtotal for Dept. City Attorney
	\$5,733.68	Subtotal for Vendor

UNITED PARCEL SVC.

0000F44F14194 SHIPPING	\$33.75	
	\$33.75	Subtotal for Dept. Police
	\$33.75	Subtotal for Vendor

URGENT CARE OF CASPER LLC.

1914565 RANDOM DRUG SCREENS	\$165.00	
	\$165.00	Subtotal for Dept. Fire
1914674 1ST QTR/ADMIN & RANDOM PICKS	\$330.00	
1914561 DRUG SCREENS	\$1,631.00	
	\$1,961.00	Subtotal for Dept. Human Resources
1914566 RANDOM DRUG SCREENS	\$275.00	
	\$275.00	Subtotal for Dept. Police
	\$2,401.00	Subtotal for Vendor

UTILITY BILL SOLUTIONS GROUP

2920 UTILITY CONSULTING SERVICE	\$33.25	
	\$33.25	Subtotal for Dept. Aquatics
2920 UTILITY CONSULTING SERVICE	\$33.25	
	\$33.25	Subtotal for Dept. Balefill
2920 UTILITY CONSULTING SERVICE	\$33.25	
	\$33.25	Subtotal for Dept. Buildings And Grounds
2920 UTILITY CONSULTING SERVICE	\$33.25	
	\$33.25	Subtotal for Dept. Casper Events Center
2920 UTILITY CONSULTING SERVICE	\$33.25	
	\$33.25	Subtotal for Dept. Cemetery
2920 UTILITY CONSULTING SERVICE	\$33.25	
	\$33.25	Subtotal for Dept. City Attorney
2920 UTILITY CONSULTING SERVICE	\$33.25	

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

	\$33.25	Subtotal for Dept.	City Hall
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	City Manager
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Code Enforcement
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Communications Center
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Council
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Engineering
2920 UTILITY CONSULTING SERVICE	\$133.00		
	\$133.00	Subtotal for Dept.	Finance
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Fire
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Fort Caspar
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Garage
2920 UTILITY CONSULTING SERVICE	\$324.54		
2920 UTILITY CONSULTING SERVICE	\$33.25		
2920 UTILITY CONSULTING SERVICE	\$527.16		
	\$884.95	Subtotal for Dept.	Golf Course
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Hogadon
2920 UTILITY CONSULTING SERVICE	\$66.50		
	\$66.50	Subtotal for Dept.	Human Resources
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Ice Arena
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Information Services
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Metro Animal
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Municipal Court
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Parks
2920 UTILITY CONSULTING SERVICE	\$66.50		
	\$66.50	Subtotal for Dept.	Planning
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Police
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Property & Liability Insurance
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Recreation
2920 UTILITY CONSULTING SERVICE	\$33.25		

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

	\$33.25	Subtotal for Dept.	Refuse Collection
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Sewer
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Streets
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Traffic
2920 UTILITY CONSULTING SERVICE	\$33.25		
2920 UTILITY CONSULTING SERVICE	\$105.91		
	\$139.16	Subtotal for Dept.	Waste Water
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Water
2920 UTILITY CONSULTING SERVICE	\$33.25		
	\$33.25	Subtotal for Dept.	Water Treatment Plant
	\$2,287.61	Subtotal for Vendor	
VERIZON WIRELESS			
9724694544 MONTHLY CHRГ, AIRCARD	\$40.01		
	\$40.01	Subtotal for Dept.	Garage
9724423874 WIRELESS FLEET ACCESS	\$2,622.42		
	\$2,622.42	Subtotal for Dept.	Police
	\$2,662.43	Subtotal for Vendor	
VISION SVC. PLAN			
RIN0023771 RETIREES EMPLOY BENEFITS	\$1,064.60		
RIN0023770 COBRA-EMPLOYEE BENEFITS	\$30.63		
	\$1,095.23	Subtotal for Dept.	Health Insurance
	\$1,095.23	Subtotal for Vendor	
WALKER, MEAGHAN			
0022200000 DEPOSIT/CREDIT REFUND	\$58.67		
	\$58.67	Subtotal for Dept.	Water
	\$58.67	Subtotal for Vendor	
WALTER CEMENT CONSTRUCTION			
RIN0023794 CITY HALL BEAUIFICATION	\$2,500.00		
	\$2,500.00	Subtotal for Dept.	City Hall
	\$2,500.00	Subtotal for Vendor	
WERCS COMMUNICATIONS			
2319 INTERNET SERVICE APRIL 2014	\$0.82		
	\$0.82	Subtotal for Dept.	Aquatics
2319 INTERNET SERVICE APRIL 2014	\$6.17		
	\$6.17	Subtotal for Dept.	Balefill
2319 INTERNET SERVICE APRIL 2014	\$9.46		
	\$9.46	Subtotal for Dept.	Casper Events Center
2319 INTERNET SERVICE APRIL 2014	\$2.88		
	\$2.88	Subtotal for Dept.	City Attorney
2319 INTERNET SERVICE APRIL 2014	\$2.47		
	\$2.47	Subtotal for Dept.	City Manager

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

2319 INTERNET SERVICE APRIL 2014	\$4.93	
	\$4.93	Subtotal for Dept. Code Enforcement
2319 INTERNET SERVICE APRIL 2014	\$3.70	
	\$3.70	Subtotal for Dept. Council
2319 INTERNET SERVICE APRIL 2014	\$5.35	
	\$5.35	Subtotal for Dept. Engineering
2319 INTERNET SERVICE APRIL 2014	\$11.10	
	\$11.10	Subtotal for Dept. Finance
2319 INTERNET SERVICE APRIL 2014	\$12.34	
	\$12.34	Subtotal for Dept. Fire
2319 INTERNET SERVICE APRIL 2014	\$2.06	
	\$2.06	Subtotal for Dept. Fort Caspar
2319 INTERNET SERVICE APRIL 2014	\$2.06	
	\$2.06	Subtotal for Dept. Garage
2319 INTERNET SERVICE APRIL 2014	\$1.23	
	\$1.23	Subtotal for Dept. Golf Course
2319 INTERNET SERVICE APRIL 2014	\$2.47	
	\$2.47	Subtotal for Dept. Hogadon
2319 INTERNET SERVICE APRIL 2014	\$3.29	
	\$3.29	Subtotal for Dept. Human Resources
2319 INTERNET SERVICE APRIL 2014	\$1.64	
	\$1.64	Subtotal for Dept. Ice Arena
2319 INTERNET SERVICE APRIL 2014	\$6.58	
	\$6.58	Subtotal for Dept. Information Services
2319 INTERNET SERVICE APRIL 2014	\$2.88	
	\$2.88	Subtotal for Dept. Metro Animal
2319 INTERNET SERVICE APRIL 2014	\$0.74	
2319 INTERNET SERVICE APRIL 2014	\$0.08	
	\$0.82	Subtotal for Dept. Metropolitan Planning
2319 INTERNET SERVICE APRIL 2014	\$5.35	
	\$5.35	Subtotal for Dept. Municipal Court
2319 INTERNET SERVICE APRIL 2014	\$2.47	
	\$2.47	Subtotal for Dept. Parks
2319 INTERNET SERVICE APRIL 2014	\$2.88	
	\$2.88	Subtotal for Dept. Planning
2319 INTERNET SERVICE APRIL 2014	\$905.60	
	\$905.60	Subtotal for Dept. Police
2319 INTERNET SERVICE APRIL 2014	\$3.29	
	\$3.29	Subtotal for Dept. Recreation
2319 INTERNET SERVICE APRIL 2014	\$1.64	
	\$1.64	Subtotal for Dept. Streets
2319 INTERNET SERVICE APRIL 2014	\$2.47	
	\$2.47	Subtotal for Dept. Traffic
2319 INTERNET SERVICE APRIL 2014	\$5.35	
	\$5.35	Subtotal for Dept. Waste Water
2319 INTERNET SERVICE APRIL 2014	\$3.70	

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

\$3.70 Subtotal for Dept. Water

\$1,015.00 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0023763 201 SEWER FEES (\$347.10)

RIN0023763 201 SEWER FEES \$3,471.00

\$3,123.90 Subtotal for Dept. Sewer

RIN0023763 201 SEWER FEES (\$769.23)

(\$769.23) Subtotal for Dept. Waste Water

\$2,354.67 Subtotal for Vendor

WISE, LINDSAY/YEAGER B

0022200007 DEPOSIT/CREDIT REFUND \$50.14

\$50.14 Subtotal for Dept. Water

\$50.14 Subtotal for Vendor

WORTHINGTON, LENHART & CARPENTER

2014-10577 SURVEING CABN CRK EST #3 \$137.50

\$137.50 Subtotal for Dept. Engineering

2014-10554 DESIGN & CA FOR HIGHLAND PARK/ \$20,006.22

\$20,006.22 Subtotal for Dept. Streets

2014-10528 DESIGN OF FIRST STREET \$37,607.88

\$37,607.88 Subtotal for Dept. Water

\$57,751.60 Subtotal for Vendor

WRIGHT BROTHERS, THE BUILDING COMPANY

RIN0023734 RETAIN PAY GOLF COURSE MAINT F (\$2,875.60)

(\$2,875.60) Subtotal for Dept. Capital Projects

RIN0023734 GOLF COURSE MAINTENANCE FACILI \$28,756.00

\$28,756.00 Subtotal for Dept. Golf Course

\$25,880.40 Subtotal for Vendor

WY. ASSOC. OF MUNICIPALITIES

13654 WAM CONVENTION \$215.00

\$215.00 Subtotal for Dept. City Manager

13634 WAM REGISTRATION \$430.00

13644 WAM REGISTRATION \$55.00

13652 WAM REGISTRATION \$215.00

13643 WAM REGISTRATION \$55.00

13658 WAM REGISTRATION \$55.00

13645 WAM REGISTRATION \$55.00

13642 WAM REGISTRATION \$215.00

13657 WAM REGISTRATION \$215.00

\$1,295.00 Subtotal for Dept. Council

\$1,510.00 Subtotal for Vendor

YOUNG, RITA

0022200002 DEPOSIT/CREDIT REFUND \$50.73

\$50.73 Subtotal for Dept. Water

\$50.73 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

Bills and Claims

City of Casper

21-May-14 to 03-Jun-14

APR2014 YOUTH CRISIS CENTER EXPENSES

\$5,055.92

\$5,055.92 Subtotal for Dept. Social Community Services

\$5,055.92 Subtotal for Vendor

ZACK WINTER

RIN0023826 TRAVEL EXPENSES

\$94.00

\$94.00 Subtotal for Dept. Police

\$94.00 Subtotal for Vendor

Grand Total

\$2,536,212.15

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 06/03/14

Payroll Disbursements

5/22/14	City Regular Payroll	\$	1,136,723.80
5/22/14	Benefits and Deductions	\$	209,150.75
5/23/14	Fire Payroll	\$	164,306.94
5/23/14	Benefits and Deductions	\$	28,999.47

Total Payroll	\$ 1,539,180.96
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Additional Fees

Total Fees	\$ -
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Additional AP

Total Additional AP	\$ -
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ORDINANCE NO. 10-14

AN ORDINANCE TO CREATE CASPER MUNICIPAL CODE 15.40.085

WHEREAS, the Casper Fire Department finds an increasing number of nuisance fire alarms within the City of Casper.

WHEREAS, the Casper Fire Department wishes to create a Casper Municipal Code to allow penalties for multiple nuisance fire alarms.

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

Section 1:

Section 15.40.085 of the Casper Municipal Code is hereby created to read as follows:

A. 15.40.085 Nuisance Fire Alarms

1. Time periods.

For the purpose of determining the time periods imposed by this section, nuisance fire alarms, as defined by the International Fire Code 2012 ed., shall be dated from the day of their occurrence.

2. Registered Systems.

Alarm systems registered with the City of Casper Finance Department shall be defined as registered systems.

3. First Response.

Casper Fire-EMS response to a premises with a registered system at which no other nuisance alarms have occurred within the same calendar year shall be referred to as a "first response." No penalty or administrative sanction shall be imposed by any first response. However, non-registered systems are subject to penalties in Article 4 upon first response and all subsequent responses.

4. Third and Subsequent Response – Civil Penalty.

When three (3) or more nuisance alarms have occurred at any premises in any calendar year, the owner shall have committed the infraction of a "repetitive nuisance alarm." The civil penalty for a third and succeeding nuisance alarm in any calendar year shall be \$100.00 per occurrence, in addition to any fees imposed pursuant to Chapter 15.40.110 of this code. Any nuisance alarm which results from a failure to take required corrective action to prevent such recurrence after notice thereof by the Community Risk Reduction

Division and/or any nonpayment of any nuisance alarm penalty may result in the Community Risk Reduction Division providing written notice ordering the disconnection of such alarm until the required corrective action or payment of penalty has been made; provided, however, that no disconnection shall be ordered on any premises required by law to have an alarm system in operation.

5. Notice of Violation.

a. Responsibility for Issuance. The Community Risk Reduction Division shall be responsible for the issuance of written notices of infraction to the owner following the second and each succeeding nuisance alarm in any calendar month. The Community Risk Reduction Division shall notify the City Finance Department of the amount of the penalties to be collected. It shall be the responsibility of the Finance Department to collect such penalties.

b. Waive Imposition. In the event the Community Risk Reduction Division determines that the nuisance alarm(s) occurred as a direct result of an interruption of electrical power, telephone system malfunction, an alarm equipment malfunction, or other causes beyond the control of the owner, the Community Risk Reduction Division may waive imposition of the applicable nuisance alarm penalty or administrative sanction.

Section 2:

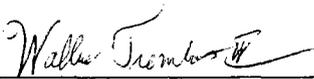
This ordinance shall become effective upon passage on third reading and publication.

PASSED on 1ST reading the 6th day of May, 2014.

PASSED on 2nd reading the 20th day of May, 2014.

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

APPROVED AS TO FORM:

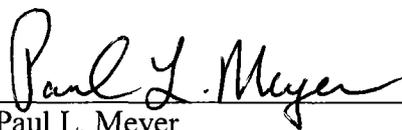


ATTEST:



V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation



Paul L. Meyer
Mayor

ORDINANCE NO. 7-14

AN ORDINANCE APPROVING A ZONE CHANGE FROM R-4 (HIGH DENSITY RESIDENTIAL) TO ED (EDUCATIONAL DISTRICT) FOR VARIOUS LOTS LOCATED WITHIN THE NATRONA COUNTY HIGH SCHOOL CAMPUS.

WHEREAS, an application has been made to rezone Lot 6, Block 83; Lots 7-14, Block 84; Lots 1-12, Block 92; and Lots 1-3 & 13-15, Block 93, Casper Addition from zoning classification R-4 (High Density Residential) to ED (Educational District); and,

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

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

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

SECTION 1:

Lot 6, Block 83; Lots 7-14, Block 84; Lots 1-12, Block 92; and Lots 1-3 & 13-15, Block 93, Casper Addition, all located within the Natrona County High School Campus, are hereby rezoned from zoning classification R-4 (High Density Residential) to ED (Educational District).

SECTION 2:

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

PASSED on 1st reading the 6th day of May, 2014.

PASSED on 2nd reading the 20th day of May, 2014.

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

APPROVED AS TO FORM:

Walter Trembly

ATTEST:

V.H. McDonald

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer

Paul L. Meyer
Mayor

**JTL INDUSTRIAL PARK
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 24th day of April, 2014 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Casper Concrete Company, a Wyoming corporation, PO Box 561, Casper, Wyoming 82602 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to plat 3.611-acres, more or less, located within the NW1/4SE1/4 & NE1/4SW1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create the JTL Industrial Park.
- C. A plat of JTL Industrial Park ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to 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.

Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and

sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director'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 work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director'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 Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. 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.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision 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 lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs 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 Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement 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 a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' 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.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. 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.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

- g. 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.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Casper Concrete Company
a Wyoming Corporation
PO Box 561
Casper, Wyoming 82602

City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- i. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS:

By: _____

Printed Name: _____

Title: _____

OWNER
Casper Concrete Company, a Wyoming
Corporation

By: Paul L. Meyer

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

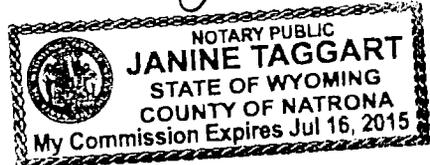
This instrument was acknowledged before me on this 24th day of April 2014, 2014 by David Fertig as the GM/President of Casper Concrete Company, a Wyoming Corporation.

(Seal, if any)

David Fertig
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: July 16, 2015



Janine Taggart

ORDINANCE NO. 8-14

AN ORDINANCE APPROVING THE JTL INDUSTRIAL PARK SUBDIVISION AGREEMENT AND THE FINAL PLAT OF JTL INDUSTRIAL PARK, COMPRISING 3.611 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of JTL Industrial Park, creating two (2) lots (the "plat"); and,

WHEREAS, the plat consists of previously unplatted land located within the NW1/4SE1/4 & NE1/4SW1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming; and,

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

WHEREAS, the plat requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing held March 25, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

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

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

SECTION 1:

The Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the JTL Industrial Park Subdivision Agreement.

SECTION 2:

The final plat of the JTL Industrial Park is hereby approved under terms and conditions of the JTL Industrial Park Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 6th day of May, 2014.

PASSED on 2nd reading the 20th day of May, 2014.

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

APPROVED AS TO FORM:

Wallace Tremblay

ATTEST:

V. H. McDonald

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer

Paul L. Meyer
Mayor

**BME INVESTMENTS ADDITION NO. 1
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 23rd day of April, 2014 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. BME Investments, LLC, a Wyoming limited liability company, P.O. Box 50585, Casper, WY 82605 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to plat 1.060-acres, more or less, located at the southwest intersection of North Beverly Street and Interstate 25, in a portion of the NE1/4SE1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create the BME Investments Addition No. 1.
- C. A plat of BME Investments Addition No. 1 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to 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.

Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

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The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and

sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

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Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

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- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision 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 lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs 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 Public Services Director.

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- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

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- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

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The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement 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 a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' 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.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. 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.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

- g. 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.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

BME Investments, LLC
P.O. Box 50585
Casper, Wyoming 82605

City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

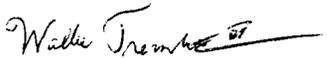
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS:

By: Dee Hardy

Printed Name: Dee Hardy

Title: Notary

OWNER

BME Investments, LLC, a Wyoming limited liability company

By: [Signature]

Printed Name: Brett M. Mundell

Title: CEO

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

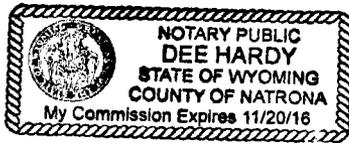
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 23rd day of April, 2014 by Brett M. Mundell as the CEO of BME Investments, LLC, a Wyoming limited liability company.

(Seal, if any)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/16]

ORDINANCE NO. 9-14

AN ORDINANCE APPROVING THE BME INVESTMENTS ADDITION NO. 1 SUBDIVISION AGREEMENT AND THE FINAL PLAT OF BME INVESTMENTS ADDITION NO. 1, COMPRISING 1.060-ACRES, MORE OR LESS.

WHEREAS, application has been made for final plat approval of the BME Investments Addition No. 1, creating a single lot (the "plat"); and,

WHEREAS, the plat consists of previously unplatted land located within a portion of the NE1/4SE1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming; and,

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

WHEREAS, the plat requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing held March 25, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

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

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

SECTION 1:

The Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the BME Investments Addition No. 1 Subdivision Agreement.

SECTION 2:

The final plat of the BME Investments Addition No. 1 is hereby approved under terms and conditions of the BME Investments Addition No. 1 Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 6th day of May, 2014.

PASSED on 2nd reading the 20th day of May, 2014.

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

APPROVED AS TO FORM:

Walter Trembly

ATTEST:

V. H. McDonald

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer

Paul L. Meyer
Mayor

ORDINANCE NO. 11-14

AN ORDINANCE AMENDING SECTION 5.08.025 OF THE CASPER MUNICIPAL CODE, PERTAINING TO ISSUANCE OF SATELLITE WINERY PERMITS.

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

Section 1:

Section 5.08.025 of the Casper Municipal Code shall be amended to read as follows:

5.08.025 Microbrewery and winery permits—Authorized—Conditions—Dual permits and licenses—Fees – SATELLITE WINERY PERMITS.

- A. Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-103(a)(vi), the city council may issue:
 - 1. A microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption;
 - 2. A winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.
 - 3. SATELLITE WINERY PERMITS, SUBJECT TO THE TERMS AND CONDITIONS OF SECTION 5.08.140, AUTHORIZING A WINERY PERMIT HOLDER TO SELL ITS MANUFACTURED WINE AT THE NUMBER OF SATELLITE LOCATIONS AS SPECIFIED BY W.S. 12-4-412(d), AS IT MAY, FROM TIME TO TIME BE AMENDED, FROM ITS LICENSED MANUFACTURING SITE UNDER THE ORIGINAL PERMIT. SATELLITE WINERY PERMITS WILL BE ISSUED ON APPLICATION TO THE CITY CLERK FOR EACH LOCATION FOLLOWING APPROVAL OF THE CITY COUNCIL AFTER A PUBLIC HEARING FOR CONSIDERATION OF THE PERMIT APPLICATION.

SATELLITE WINERY PERMITS SHALL BE SUBJECT TO THE APPLICABLE TERMS AND CONDITIONS OF THIS CHAPTER.

4. EVERY APPLICANT FOR A SATELLITE WINERY PERMIT SHALL FILE WITH THE CITY CLERK, AT THE TIME OF APPLICATION FOR THE INTIAL PERMIT, AND ANY SUBSEQUENT PERMIT OR RENEWAL THEREOF, AN AFFIDAVIT IN A FORM APPROVED BY THE CITY CLERK ATTESTING THAT THE APPLICANT DOES NOT HAVE MORE THAN THE NUMBER OF SATELLITE LOCATIONS WITHIN THE STATE OF WYOMING AS SPECIFIED BY W.S. 12-4-412(d), AS IT MAY, FROM TIME TO TIME BE AMENDED.
5. NO SATELLITE WINERY PERMIT SHALL BE ELIGIBLE FOR RENEWAL IN THE EVENT THE APPLICANT THEREOF HAS MORE THAN THE NUMBER OF SATELLITE LOCATIONS WITHIN THE STATE OF WYOMING AS SPECIFIED BY W.S. 12-4-412(d), AS IT MAY, FROM TIME TO TIME BE AMENDED.

B. The city council:

8. Shall assess a fee of not less than three hundred dollars nor more than five hundred dollars payable annually in advance for each microbrewery or winery permit; SHALL ASSESS A FEE OF ONE HUNDRED DOLLARS (\$100.00) ANNUALLY FOR UP TO THREE SATELLITE WINERY PERMITS ISSUED WITHIN THE CITY OF CASPER TO THE SAME APPLICANT. When dual ownership of a microbrewery or winery permit and a liquor license exists, no additional fee shall be assessed other than the retail, restaurant or resort license fee.

Section 2:

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

PASSED on 1st reading the 6th day of May, 2014.

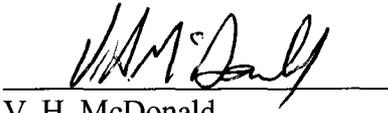
PASSED on 2nd reading the 20th day of May, 2014.

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

APPROVED AS TO FORM:

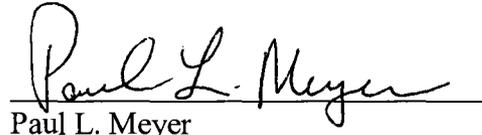


ATTEST:



V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation


Paul L. Meyer
Mayor

ORDINANCE NO. 12-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 15.28 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE ~~2011~~ 2014 EDITION OF THE NATIONAL ELECTRICAL CODE.

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

SECTION 1:

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

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

SECTION 2:

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

SECTION 3:

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

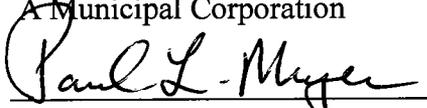
PASSED on 1st. reading the th 20 day of May, 2014
PASSED on 2nd. reading the ___ day of _____, 2014

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

APPROVED AS TO FORM:




V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

ORDINANCE NO. 13-14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

PASSED on 1st reading the 20th day of May, 2014.

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

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

APPROVED AS TO FORM:

Walter Tremblay

ATTEST:

V.H. McDonald

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer

Paul L. Meyer
Mayor

June 3, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Transportation Alternatives Program Agreement
Robertson Road Trail Extension Project, No. 13-42

Recommendation:

That Council, by resolution, authorize a Transportation Alternatives Program Agreement with the Wyoming Department of Transportation for the Robertson Road Trail Extension Project, in the amount of \$336,000.

Summary:

On Tuesday, August 6, 2013, Council approved a resolution to support the Platte River Parkway Trust application to the Wyoming Department of Transportation (WYDOT) for Transportation Alternatives Program (TAP) funds. In October 2013, the Wyoming Transportation Commission fully approved the City of Casper's application for TEAL enhancement funding.

The proposed project is to construct a pedestrian pathway along Robertson Road from Robertson Road Bridge to the north connecting with River Park subdivision.

WYDOT requires the City of Casper to enter into an agreement to accept TAP funding. The estimated cost for the project is \$420,000, with the TAP funds of \$336,000 being matched with \$84,000 from the Platte River Parkway Trust 1% #14 allocations to complete the project.

A resolution is prepared for Council's consideration.



**TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT
FY2014
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER**

Federal Award Information	
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Award Name: Transportation Alternatives Program	Awarding Federal Agency: Federal Highway Administration
WYDOT Award Information	
Agreement No.: CD14005	Project No.: CD 0.00 CD14005
Amount of Federal Funding Awarded: \$336,000	
Recipient DUNS: 152720140	Recipient County: NATRONA
WYDOT Program Mgr.: Sara Janes	Telephone: (307) 777-3938 Email: sara.janes@wyo.gov
WYDOT Contact for Confirmation of Funds: Barbara MacKenzie	Telephone: (307) 777-4039 Email: barbara.mackenzie@wyo.gov

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper, hereinafter referred to as the "Sponsor", whose address is, 200 N. David St., Casper, Wyoming 82601-1815.
2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Transportation Alternatives Program (TAP). All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**
 - a. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth in Section 5 – "Project Description" of the project Sponsor's TAP application, dated August 6, 2013, which is included as Attachment "A" and in accordance with terms and conditions of this Agreement.

- b. **Period of Performance.** The Sponsor shall commence and complete the project in a professional, economical and efficient manner by September 30, 2015. Project work shall commence upon receipt of a Notice to Proceed. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request WYDOT for an extension of time to complete the project. The request shall be in writing to the WYDOT Local Government Coordination Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Sponsor shall return any and all federal funds that have been paid to the project Sponsor.
- c. **Design Review and Approval and Consultant Selection.** All project design to include engineering, architectural and landscape architectural plans, specifications and contract documents shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT Local Government Coordinator. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT Local Government Coordination Office shall receive a copy of such plans and project contract documents and review and approve the same prior to the Sponsor's proceeding with construction bidding, contracting or other construction authorization under this Agreement. The consultant selection process shall comply with the Brooks Act, 40 USC 1101*et seq.* with guidance included in WYDOT Operating Policy 40-1.
- d. **Federal and State Required Contract Provision.** The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:
- Environmental Documentation: contract documents shall include the appropriate level of environmental review and analysis, to include mitigation assessment where required.
 - National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
 - Design Exceptions: contract documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).



- Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
 - Buy America Provisions: requires the use of American steel and iron products, when specified.
 - Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
 - Required Federal Contract Provisions: The Form FHWA-1273 provisions apply to all work performed on the contract including work performed by subcontract. All contract documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
 - Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the contract documents.
 - Labor Rates: contract documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
 - Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- e. **Prohibited Interest.** No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the Proceeds thereof.



- f. **Project Abandonment.** Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- g. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT Local Project Administration (LPA) Certification Program.

Project administration costs are eligible for reimbursement under this program on an 80/20 percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project (80 percent) shall be submitted on WYDOT Form LGC-CR, Project Cost Reimbursement Statement, signed by the authorized Sponsor representatives and approved by the WYDOT Local Government Coordination Office.

- h. **Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. WYDOT reserves the right to review all contract bids prior to contract award. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising. Extra work/claims must be within the scope of contract.
- i. **Project and Final Inspections.** Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (normally the final 10 percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116 [Final Settlement and Payment]. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.



- j. **Project Funding.** Federal funding for this project will not exceed \$336,000. In accordance with WYDOT's policies, a program match requirement of 80 percent of federal and 20 percent local share of the project costs shall apply. Project total cost exceeding project estimate of \$420,000 (including local match) shall be borne by the Sponsor.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4a. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the 20 percent match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- k. **Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Sponsor.
- l. **Public Interest Finding.** If the Sponsor elects to use Force Account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. Such a public interest finding must not exceed \$50,000. Prior to the use of Force Account work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Sponsor's Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT Local Government Coordination Office.



m. Restrictions, Prohibitions, Controls and Labor Provisions

- i. **Equal Employment Opportunity.** In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, 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.
- ii. **Disadvantaged Business Enterprise (DBE) Requirements.**
 1. **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises, defined as Minority Business Enterprises and Woman Business Enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 2. **DBE Obligation.** The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- iii. **Title VI Civil Rights Act of 1964.** The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Sponsor pursuant thereto.
- iv. **Compliance with Elderly and Disabled Regulations.** The Sponsor shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

- n. Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT District Engineer a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, (Uniform Act) and the regulations of 49 CFR Part 24.



5. General Provisions

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. **Americans with Disabilities Act.** The Sponsor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
- c. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- d. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- e. **Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. WYDOT will notify the Sponsor of any state or federal determination of noncompliance.
- f. **Audit/Access to Records.** This Agreement is considered a pass-through Agreement and must follow the Office of Management and Budget (OMB) Circular A-133 which requires Sponsors that expend \$500,000 or more in total Federal awards during their fiscal year to:
 - Have a single audit or program-specific audit conducted; and
 - The audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report(s), or within 9 months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide.
 - No audit costs may be charged to Federal awards when required audits have not been made or have been made but not in accordance with OMB Circular A-133. In cases of inability or unwillingness to have an audit conducted in accordance with OMB Circular A-133, Federal agencies and pass-through entities shall take appropriate action using sanctions as follows:



- Withholding a percentage of Federal awards until the audit is completed satisfactorily;
- Withholding or disallowing overhead costs;
- Suspending Federal awards until the audit is conducted; or
- Terminating the Federal award.

In addition to the above requirements, WYDOT Internal Review requires Sponsors to:

- Provide a certification letter to WYDOT that states:
 - If the above-mentioned audit was conducted,
 - If the schedule of findings and questioned costs disclosed any audit findings related to WYDOT funding, and
 - If the summary schedule of prior audit findings reported on the status of any audit findings related to WYDOT funding.
- Provide WYDOT with a copy of the Sponsor's audit report and corrective action plan only when the audit report includes material findings related to WYDOT funding.

A copy of the certification and/or audit report should be sent to:

Wyoming Department of Transportation
Internal Review Services
5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340

The Sponsor may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall permit independent auditors, Federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The Sponsor shall keep audit reports and audit documents on file for three years after the project is complete.

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



- h. Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- i. Entirety of Agreement.** This Agreement, consisting of twelve pages, Attachment "A", consisting of two pages, and Attachment "B", consisting of one page represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- j. Human Trafficking.** If required by 22 U.S.C. 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

 - i.** Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii.** Procures a commercial sex act during the period of time that the award is in effect; or
 - iii.** Uses forced labor in the performance of the award or subawards under the award.
- k. Indemnification.** The Sponsor shall indemnify, defend and hold harmless the State of Wyoming, WYDOT, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of the Sponsor's failure to perform any of Sponsor's duties and obligations hereunder or in connection with the negligent performance of the Sponsor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of the Sponsor's malpractice.
- l. Kickbacks**

 - i.** The Sponsor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - ii.** The Sponsor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.
 - iii.** No staff member of the Sponsor shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
 - iv.** If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.



- m. Limitations on Lobbying Activities.** In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subsponsors in connection with lobbying Congressmen, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan. The Sponsor and its subsponsors shall submit a certification statement and disclosure form acceptable to WYDOT prior to commencement of any work.
- n. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* and the Age Discrimination Act of 1975. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.
- o. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either delivered by hand or certified mail.
- p. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- q. Publicity.** Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall provide a copy of what was shared with WYDOT.
- r. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- s. Sovereign Immunity.** The State of Wyoming, WYDOT and the Sponsor do not waive their sovereign or governmental immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other State law. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.



- t. **Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.sam.gov. Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

- u. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

“THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK”



6. **Signatures.** In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement shown below.

ATTEST:

CITY OF CASPER:

Name

By: _____, MAYOR

Title

Printed Name

(SEAL)

Date

ATTEST:

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

By: _____
Del McOmie, P.E., Chief Engineer

(SEAL)

Date

Approved as to form:

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

Date agreement prepared: March 17, 2014



4. Project Linkage

The Federal Highway Administration (FHWA) eligibility guidelines require:

- Proposed projects must relate to one of the listed activities recorded in Section "3. Project Type" (above). TAP funds are public funds and must benefit the "public interest". This funding cannot be used for private investment or joint use activities unless the public portion is clearly identified and separated.
- Project Sponsor(s) must illustrate the project's relationship to surface transportation in their proposal. WYDOT can impose guidelines on project eligibility more restrictive than those put for by the FHWA, as provided in the publication "General Information and Frequently Asked Questions" (attached).

The definition of Transportation Alternatives Program (TAP activities includes):

TAP activities must benefit the traveling public and help communities to increase their transportation choices and access. TAP should enhance the built and natural environment and provide a sense of place. To be eligible for funding, a project must fit into one or more of the nine eligible categories and relate to surface transportation.

The nature of a proposed TAP project's relationship to surface transportation should be discussed and clarified in the project proposal.

Proximity to a highway or transportation facility should be established and the relationship to surface transportation identified but alone this is not sufficient. An example might be, "close proximity" should be determined to be within a reasonable walking distance. If visitors can park at the tourist and welcome center and walk to the scenic or historic site, see from a vista at a tourist and welcome center or view some of its attributes, then there is a clear linkage. Additional discussion, beyond proximity, is needed in the TAP proposal to establish the relationship to transportation.

Once a relationship to surface transportation is established TAP activities can be implemented in a number of ways. For example, they can be developed as part of a larger joint development project, or as a stand-alone project.

5. Project Description (very important)

Please provide a brief and concise description of the proposed project. Please know that the description will be used as part of your agreement (if the project is selected to advance). Include a description of any geographical or environmental features which may be sensitive or negatively affected by the addition/inclusion of this project. An example would be a stream crossing or wetland intrusion. Please include a very clear location map, along with identifiable boundaries of the general area. It is preferred that this map be in a standard letter size format. Limit the description to the page area below.

The Platte River Trails Trust, in partnership with our sponsor the City of Casper, is seeking 2014 TAP funding to extend and enhance a City of Casper/WYDOT joint development pathway project that is part of the 2014 Robertson Rd. reconstruction project. The Platte River Trails Trust proposes extending the Robertson Rd. pathway north, along the east side of Robertson Road, to the City of Casper growth boundary, via a box culvert underpass. This pathway project is linked directly to Robertson Rd., Hwy. 305, which is a major north/south route that links Hwy 220 and Hwy. 20/26.

This project will benefit the travelling public in the following ways:

1. The project will assist the City of Casper and Platte River Trails increase transportation options by extending a planned joint development pathway project north to the City of Casper growth boundary.
2. The project will connect Oregon Trail School and several residential subdivisions with a new large planned subdivision (200 - 300 homes), River Park, and the North Platte River and set the stage for an eventual connection to the Platte River Trail system and Poison Spider Road.



Matthew H. Mead
Governor

Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"



John F. Cox
Director

5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340

January 2, 2014

City of Casper
Attention: Andrew Beamer
220 N. David St.
Casper, WY 82601

Re: Transportation Alternatives Program (TAP) application, Robertson Road Trail Extension

Dear Andrew,

The Wyoming Transportation Commission has approved the 2014 TAP projects. Congratulations, the Robertson Road Trail Extension project was approved for a maximum of \$336,000 in Federal TAP funding. The TAP funding which you have been approved for requires a 20% local match and is eligible for 80% reimbursement of eligible expenses.

Prior to issuance of a cooperative agreement on this project, the City of Casper will be required to provide the following information:

- Project Delivery Systems Questionnaire (Attached and an email will be sent with an electronic copy.) Please complete the questionnaire and submit it to the Internal Review Office at WYDOT for processing.
- Consultant Services Policy (Attached and an email will be sent with an electronic copy.) Please complete the policy and submit it to the Local Government Coordination Office at WYDOT for processing. Or, if the city has a written policy detailing the procedures used for consultant selection, please submit that policy in place of the one provided for you.

Authorization to proceed on the project will be granted in future correspondence. If you have any questions, please call 307.777.3938. Congratulations on your TAP award and good luck!

Sincerely,

Sara Janes
Local Programs Coordinator
Wyoming Department of Transportation

Cc: Lowell Fleenor, P.E., District Engineer

Enclosure(s)

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

RESOLUTION NO. 14-136

A RESOLUTION AUTHORIZING A TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ROBERTSON ROAD PATHWAY EXTENSION PROJECT.

WHEREAS, the City of Casper desires to enter into an agreement with the Wyoming Department of Transportation accepting Federal Transportation Alternatives Program (TAP) funding in the amount of Three Hundred Thirty-Six Thousand Dollars (\$336,000), for the Robertson Road Pathway Extension, Project 13-42; and,

WHEREAS, funding in the amount of Three Hundred Thirty-Six Thousand Dollars (\$336,000) is available under the Federal Transportation Alternatives Program for the project; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute the TAP agreement to accept this funding.

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 the Transportation Alternatives Program Agreement with the Wyoming Department of Transportation.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 20, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director
Murray MacDonald, Buildings and Structures Manager
Andrew Beamer, P.E., City Engineer
Alex Sveda, P.E. Associate Engineer

SUBJECT: Agreement with 4 Dimensional Lighting, LLC
Recreation Center Lighting Retrofit, Project No. 13-70

Recommendation:

That Council, by resolution, authorize an agreement with 4 Dimensional Lighting, LLC, for the Recreation Center Lighting Retrofit, Project No. 13-70, in the amount of \$16,634.75. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,000.00, for a total project amount of \$21,634.75.

Summary:

On Thursday, May 08, 2014, four (4) bids were received from contractors to remove and replace the lighting at the Casper Recreation Center. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
4 Dimensional Lighting, LLC	Casper, WY	\$16,634.75
Wired Electric, LLC	Casper, WY	\$24,423.00
Alliance Electric, LLC	Mills, WY	\$24,500.00
Modern Electric, Inc.	Casper, WY	\$35,000.00

The estimate prepared by the City Engineering Office was \$32,000.00.

GSG Architecture prepared a Facility Evaluation Report in 2008, and Long Energy Solution prepared an Energy Performance evaluation in 2009 detailing the condition of energy usage for City of Casper Facilities. The evaluation revealed needed upgrades in the existing lighting systems for energy savings and lighting quality at the Casper Recreation Center.

The project includes removing the existing lighting and installing new lighting at the Casper Recreation Center. Work is scheduled to be completed by July 28, 2014.

Funding for this project will come from the 1%#14 for Energy Conservation projects.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," Agreement with 4 Dimensional Lighting, LLC, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to retrofit the existing lighting at the Recreation Center; and,

WHEREAS, 4 Dimensional Lighting, LLC is able and willing to provide those services specified as the Recreation Center Lighting Retrofit, Project No. 13-70.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Recreation Center Lighting Retrofit, Project No. 13-70, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **July 28, 2014**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **August 4, 2014**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Seven Hundred Dollars (\$700) for each day that expires after the time specified in paragraph 3.1 for completion and readiness

for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price not to exceed Sixteen Thousand Six Hundred Thirty-Four Dollars and 75/100 Cents (\$16,634.75). See Exhibit "A" - Bid Form.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda Number. Number (4).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Special Provisions consisting of six (6) Sections and one (1) Drawing "Sheets" and one (1) Lighting Schedule.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

Recreation Center Lighting Retrofit, Project No. 13-70
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(Recreation Center Lighting Retrofit, Project No. 13-70)

Wallace Tremblay

CONTRACTOR:

4 Dimensional Lighting, LLC
940 Foster Road
Casper, WY 82601

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

V. H. McDonald
Title: City Clerk

By: _____

Paul L. Meyer
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
Recreation Center Lighting Retrofit
Project No. 13-70

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **July 28, 2014**, and completed and ready for final payment not later than by **August 4, 2014**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u> 5-5-14 </u>
Addendum No. <u> 2 </u>	Dated <u> 5-6-14 </u>
Addendum No. <u> 3 </u>	Dated <u> 5-6-14 </u>
Addendum No. <u> 4 </u>	Dated <u> 5-7-14 </u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

TOTAL COMBINED BID, IN NUMERALS: \$ 16,634.75

TOTAL COMBINED BID, IN WORDS: Sixteen Thousand Six hundred thirty four DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 4 Dimensional Lighting
940 Foster Rd
Casper, Wyo 82601

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on May 7, 2014.

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

IF BIDDER IS:

AN INDIVIDUAL

By: Cal MAUES (seal)
(Individual's Name)

doing business as: 4 Dimensional Lighting LLC

Business Address: 940 Foster Rd
Casper, Wyo 82401

Phone Number: 307-472-1965

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 4 Dimensional Lighting LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: _____ (seal)

(Title)

(Seal)

Attest: _____

Business Address: _____

Phone Number: _____

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
 Recreation Center Lighting Replacement
 Project No. 13-70

Bid Date: 5/7/2014, 10am

COMPANY NAME: 4 Dimensional Lighting LLC

ADDRESS: 940 Foster Rd.
Casper, Wyo 82601

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

LS = Lump Sum

Item	Description	Unit	Quantity	Cost
1	Recreation Center Lighting Retrofit	LS	1	\$ 16634.75

RESOLUTION NO. 14-137

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 4 DIMENSIONAL LIGHTING, LLC, FOR THE CASPER RECREATION CENTER LIGHTING RETROFIT PROJECT.

WHEREAS, the City of Casper desires to remove and replace the lighting at the Casper Recreation Center; and,

WHEREAS, 4 Dimensional Lighting, LLC, is able and willing to provide those services specified as the Recreation Center Lighting Retrofit, Project No. 13-70; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with 4 Dimensional Lighting, LLC, for those services, in the amount of Sixteen Thousand Six Hundred Thirty-Four Dollars and 75/100 Cents (\$16,634.75).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Sixteen Thousand Six Hundred Thirty-Four Dollars and 75/100 Cents (\$16,634.75), and Five Thousand Dollars (\$5,000.00) for a construction contingency account, for a total price of Twenty-One Thousand Six Hundred Thirty-Four Dollars and 75/100 Cents (\$21,634.75).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

June 3, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Dan Coryell, Parks Manager
Andrew Beamer, P.E., City Engineer
Alex Sveda, P.E. Associate Engineer

SUBJECT: Agreement with 71 Construction for
Goodstein Park, Project No. 13-58

Recommendation:

That Council, by resolution, reject Bid Item Numbers 7, 10, 15, 19, 26, 27, 28, 31, A-1, A-2, A-3, A-4 in the Bid Schedule for the amount of \$143,227.50, and authorize an agreement with 71 Construction, for Goodstein Park, Project No. 13-58, in the amount of \$512,204.50. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,600.00, for a total project amount of \$517,804.50.

Summary:

On Thursday, May 15, 2014, one (1) bid was received to furnish and install Goodstein Park located at 5901 South Walnut Street. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
71 Construction	Casper, WY	\$499,704.50

The original bid amount submitted by 71 Construction was in the amount of \$655,432.00. The estimate prepared by the City Engineering Office was \$502,000.00.

Several community meetings were held in 2013 where Sunrise Hills subdivision residents provided feedback about the park and its amenities. This feedback was implemented into the park design. Work for the park includes dirt work, an irrigation system, sod, seeding, gazebo, safety surfacing, electrical power, bollard lighting, and concrete/asphalt pathways.

Work is scheduled to be completed by September 5, 2014.

Funding for this project will include \$500,000 from New Park Development and the balance from 1%#14 funds for Park Improvements.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and 71 Construction, P.O. Box 4600, Casper, WY 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires a contractor to undertake dirt work, furnish and install irrigation system, sod, seeding, gazebo, playground equipment, safety surfacing, electrical power, bollard lighting, concrete/asphalt pathways, asphalt parking lot and keystone retaining wall for the new Goodstein Park; and,

WHEREAS, 71 Construction is able and willing to provide those services specified as Goodstein Park, Project No. 13-58.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for Goodstein Park, Project No. 13-58, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **September 5, 2014** and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **September 12, 2014**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within

extension thereof granted by Owner, Contractor shall pay Owner Seven Hundred Dollars (\$700.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Five Hundred Twelve Thousand Two Hundred Four and 50/100 Dollars (\$512,204.50), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda Number. Two (2).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Special Provisions consisting of thirty-eight (38) Sections and eight (8) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:
- Goodstein Park, Project No. 13-58**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

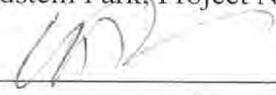
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(Goodstein Park, Project No. 13-58)



CONTRACTOR:

71 Construction
P.O. Box 4600
Casper, WY 82604

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V. H. McDonald
Title: City Clerk

Paul L. Meyer
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
Goodstein Park
Project No. 13-58

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by September 5, 2014, and completed and ready for final payment no later than September 12, 2014, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u> 5/12/14 </u>
Addendum No. <u> 2 </u>	Dated <u> 5/13/14 </u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from

bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 655,432.00

TOTAL BASE BID, IN WORDS: SIX HUNDRED FIFTY-FIVE THOUSAND, FOUR HUNDRED THIRTY-TWO ⁰⁰/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 71 CONSTRUCTION
P.O. BOX 4600
CASPER, WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on MAY 15, 2014.

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 CONSTRUCTION (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: STEVE LOFTIN (Name) [Signature] (Signature) (seal)

PREZ
(Title)

(Seal)

Attest: [Signature]

Business Address: 71 CONSTRUCTION
P.O. BOX 4600
CASPER, WY 82604

Phone Number: (307) 235-2922

A JOINT VENTURE

By: _____ (Name) _____ (Signature) (seal)

(Address)

Phone Number: _____

By: _____ (Name) _____ (Signature) (seal)

(Address)

Phone Number: _____

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

BID SCHEDULE
 Goodstein Park
 Project No. 13-58
 Bid Date: 5/13/2014, 2pm

COMPANY NAME: 71 CONSTRUCTION

ADDRESS: P.O. BOX 4600
CASPER, WY 82604

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

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
 SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

ITEM NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00
2	Implement and Maintain Traffic Control	LS	1	6,600.00	6,600.00
3	F&I Electrical System and Lighting	LS	1	74,800.00	74,800.00
4	F&I Erosion control, BMP and SWPPP	LS	1	16,670.00	16,670.00
5	F&I 8' asphalt path	SY	1030	30.75	31,157.50
6	F&I 8' concrete path	SY	50	56.00	2,800.00
7	F&I 5' asphalt path	SY	160	33.70	5,392.00
8	F&I Stamped concrete	SY	90	114.00	10,260.00
9	F&I Concrete mowband	LF	220	13.60	2,992.00
10	30" Type B curb and gutter	LF	150	31.80	4,770.00
11	Dirt work	LS	1	43,400.00	43,400.00
12	Irrigation and controller	LS	1	54,500.00	54,500.00
13	F&I Topsoil, 4"	CY	740	54.00	39,960.00
14	F&I Sod	SF	60000	1.06	63,600.00
15	Landscape edge	LF	170	13.15	2,235.50
16	F&I Dry land seeding	SF	9700	0.40	3,880.00
17	F&I Enclosure system	EA	1	12,750.00	12,750.00
18	F&I Tap and backflow preventer	EA	1	24,150.00	24,150.00
19	F&I Playground installation	LS	1	103,500.00	103,500.00
20	F&I Gazebo	EA	1	33,800.00	33,800.00
21	F&I Pet Waste Station	EA	1	420.00	420.00
22	F&I Resilient Safety Play Surfacing	LS	1	38,375.00	38,375.00
23	F&I Benches	EA	2	1,600.00	3,200.00
24	F&I Trash Receptacles	EA	2	1,275.00	2,550.00
25	F&I Picnic Table	EA	1	1,150.00	1,150.00
26	Bike Rack	EA	1	2,700.00	2,700.00
27	F&I 5' asphalt path connected to W. Herman's Way	SY	270	33.70	9,099.00
28	F&I 5' asphalt path connected to W. 58th St.	SY	130	33.70	4,381.00
29	Landscaping edging	LF	200	13.15	2,630.00
30	Masonry monument sign	LS	1	12,500.00	12,500.00
31	Landscaping	LS	1	11,150.00	11,150.00

TOTAL BASE BID \$ 657,032.00 MIA

BS-1

\$ 655,432.00

BID SCHEDULE
 Goodstein Park
 Project No. 13-58
 Bid Date: 5/13/2014, 2pm

A-1	F&I 8' concrete path around park and connected to S. Walnut St.	SY	1030	# 56.00	# 57,680.00
A-2	F&I asphalt parking lot w/ retaining wall	LS	1	88,650.00	88,650.00
A-3	F&I Additional Lighting	LS	1	21,600.00	21,600.00
A-4	F&I Resilient Safety Play Surfacing	LS	1	11,300.00	11,300.00

RESOLUTION NO. 14-138

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71
CONSTRUCTION FOR THE GOODSTEIN PARK PROJECT.

WHEREAS, the City of Casper desires to furnish and install a community park; and,

WHEREAS, 71 Construction, is able and willing to provide those services at 5901
South Walnut Street specified as the Goodstein Park, Project No. 13-58; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the
project by allowing the City Manager to sign change orders effecting time extensions of no more than
thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00) and other
project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and
the City Clerk to attest, an agreement with 71 Construction, for those services, in the amount of Five
Hundred Twelve Thousand Two Hundred Four and 50/100 Dollars (\$512,204.50).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make
verified partial payments and contract extensions throughout the project, retaining those amounts
prescribed by the agreement, equal to a total amount not to exceed Five Hundred Twelve Thousand
Two Hundred Four and 50/100 Dollars (\$512,204.50), and Five Thousand Six Hundred Dollars
(\$5,600.00) for a construction contingency account, for a total price of Five Hundred Seventeen
Thousand Eight Hundred Four and 50/100 Dollars (\$517,804.50).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign
change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount
of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000.00), and
other project administration related change orders that do not substantially alter the scope of the
project.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

June 3, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Installation & Service Company, Inc.
Blackmore Road Improvements, Project No. 14-03

Recommendation:

That Council, by resolution, authorize an agreement with Installation & Service Company, Inc., for construction of the Blackmore Road Improvements, Project No. 14-03, for the base bid amount of \$693,268.75. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$26,731.25, for a total project amount of \$720,000.00.

Summary:

On May 21, 2014, bids were received from three (3) contractors for construction of the Blackmore Road Improvements Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Installation & Service Co.	Mills, Wyoming	\$693,268.75
Grizzly Excavating & Const.	Casper, Wyoming	\$762,940.25
71 Construction	Casper, Wyoming	\$818,716.10

The Engineering Office estimate for the project was \$650,000.00.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements and street reconstruction each year. Blackmore Road from Wyoming Boulevard to Donegal Street was designated as one of the City's highest priorities for street reconstruction and also needs replacement of existing ductile iron waterline with new PVC waterline.

Plans for the project include milling and overlay of asphalt pavement, replacement of a twelve inch (12") waterline, addition of storm sewer inlets, reconstruction of failing curb and gutter, addition of ADA accessible concrete ramps, manhole and valve box adjustments, and inlaid traffic striping. Construction of the improvements is to be completed by October 15, 2014.

Funding for the project will be from Water Main Replacement funds and 1%#14 funds for Collector & Arterial Streets.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Installation & Service Company, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make utility and surfacing improvements to a portion of Blackmore Road; and,

WHEREAS, Installation & Service Company, Inc., is able and willing to provide those services specified as the City of Casper, Blackmore Road Improvements, Project 14-03,

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Blackmore Road Improvements, Project 14-03.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by September 30, 2014, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by October 15, 2014.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Six Hundred Ninety-Three Thousand Two Hundred Sixty-Eight and 75/100 Dollars (\$693,268.75), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Requirements.
 - 5.1.1 Prior to payment of fifty percent (50%) of the total contract price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of the total contract price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the total contract price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present

Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form.
- 8.4 Addenda No. 1.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of six (6) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: Blackmore Road Improvements - Sheets 1-17

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(Blackmore Road Improvements, Project 14-03)

_____ 

ATTEST:

CONTRACTOR:
Installation & Service Company, Inc.
P.O. Box 2938
Mills, WY 82644

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
 Blackmore Road Improvements
 Project No. 14-03

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **September 30, 2014**, and completed and ready for final payment not later than **October 15, 2014**, in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

 Addendum No. 1 (one) Dated May 16, 2014
 Addendum No. _____ Dated _____

 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

BF-1

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

TOTAL BASE BID, IN NUMERALS: \$ 693,268⁷⁵
TOTAL BASE BID, IN WORDS: Six hundred ninety three thousand
Two hundred Sixty eight and 75/100 DOLLARS.

- 6. Bidder agrees that the work for the City will be as provided above.
- 7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
- 8. The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.

- 9. Communications concerning this Bid shall be addressed to:
Address of Bidder: Installation & Service Co, Inc
P.O. Box 2938
Mills, WY 82644

- 10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on May 21, 2014, 2014.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Installation & Service Co, Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Danny C. Spurgin (seal)
Vice-President
(Title)

(Seal)

Attest: Judy L. Spurgin

Business Address: P.O. Box 2938
Mills, WY 82644

Phone Number: 307-473-9000

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
BLACKMORE ROAD IMPROVEMENTS
 Project No. 14-03

Bid Date: May 21, 2014

COMPANY NAME: Installation & Service Co, Inc

ADDRESS: P.O. Box 2938
Mills, WY 82644

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

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
 SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	27,000.00	27,000.00
2	Install Project Signs	EA	1	300.00	300.00
3	F&I 15" PVC Storm Sewer Pipe	LF	210	35.00	7,350.00
4	F&I Storm Sewer Catch Basin (Depths Vary)	EA	2	2,500.00	5,000.00
5	R&R Concrete Curbwalk (6'-3" Wide)	LF	25	58.00	1,450.00
6	R&R Concrete Sidewalk (4' Wide)	LF	610	37.00	22,770.00
7	R&R Type A Concrete Curb & Gutter	LF	500	32.00	16,000.00
8	R&R Type B Concrete Curb & Gutter	LF	585	32.00	18,720.00
9	R&R Concrete Curbwalk/Sidewalk for Type I ADA Ramp	SF	815	16.00	13,040.00
10	R&R Concrete Curbwalk/Sidewalk for Type III ADA Ramp	SF	60	16.00	960.00
11	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	6	250.00	1,500.00
12	R&R 6" Concrete Driveway & 4" Grading "w" Base Course	SF	2440	7.75	18,910.00
13	R&R 4" Asphalt Driveway Tie-In & 6" Grading "w" Base Course	SF	630	13.00	8,190.00
14	F&I 12" PVC Waterline	LF	1,715	58.00	99,470.00
15	F&I 12" Gate Valve	EA	6	3,100.00	18,600.00
16	F&I 8" Gate Valve	EA	1	2,400.00	2,400.00
17	F&I 12" PVC Fitting	EA	2	1,500.00	3,000.00
18	F&I Fire Hydrant Assembly (Tee/Valve/Pipe/Hydrant)	EA	6	8,300.00	49,800.00
19	Remove & Salvage Existing Fire Hydrant	EA	4	750.00	3,000.00
20	Connect to Existing Waterline	EA	4	2,900.00	11,600.00
21	Flow Fill Encasement	CY	30	165.00	4,950.00
22	Reconnect 1" Water Service Line	EA	8	1,000.00	8,000.00
23	F&I Cathodic Protection Test Station	EA	1	350.00	350.00
24	F&I Select Backfill	CY	900	38.00	34,200.00
25	R&R 6" Asphalt Pvmnt. & 9" Grading "w" Base Course	SY	2,860	35.00	100,100.00
26	Remove Asphalt Surfacing by Cold Milling	SY	10500	2.00	21,000.00
27	F&I 2" Asphalt Overlay	TON	1165	96.00	111,840.00
28	Adjust Manhole Top & Install 5'x5' Concrete Diamond w/ New Lid	EA	12	850.00	10,200.00
29	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	10	375.00	3,750.00
30	F&I 2'x8' White X-Walk Bar Marking	EA	35	315.00	11,025.00
31	F&I 2' Wide White Stop Bar Marking	LF	130	33.00	4,290.00
32	F&I 4" Solid Yellow Lane Marking	LF	2800	5.25	14,700.00
33	F&I 4" Solid White Lane Marking	LF	5275	5.25	27,693.75
34	F&I 4"x10' Dash White Lane Marking	EA	11	40.00	440.00
35	F&I White Turn Lane Arrow Marking	EA	5	450.00	2,250.00
36	F&I Temporary Traffic Control	LS	1	9,000.00	9,000.00
TOTAL BASE BID					669,268.75

RESOLUTION NO. 14-139

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
INSTALLATION & SERVICE COMPANY, INC., FOR THE
BLACKMORE ROAD IMPROVEMENTS, PROJECT 14-03.

WHEREAS, the City of Casper desires to make utility and surfacing improvements to Blackmore Road from Wyoming Boulevard to Donegal Street; and,

WHEREAS, Installation & Service Company, Inc., is able and willing to provide those services specified as the Blackmore Road Improvements, Project 14-03; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Installation & Service Company, Inc., for those services, in the amount of Six Hundred Ninety-Three Thousand Two Hundred Sixty-Eight and 75/100 Dollars (\$693,268.75).

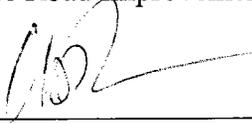
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Six Hundred Ninety-Three Thousand Two Hundred Sixty-Eight and 75/100 Dollars (\$693,268.75), and Twenty-Six Thousand Seven Hundred Thirty-One and 25/100 Dollars (\$26,731.25) for a construction contingency account, for a total price of Seven Hundred Twenty Thousand Dollars (\$720,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(Blackmore Road Improvements, Project 14-03)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

June 3, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Agreement with 71 Construction
15th Street & Sage Park Storm Sewer Replacement, Project No. 14-24

Recommendation:

That Council, by resolution, authorize an agreement with 71 Construction for construction of the 15th Street & Sage Park Storm Sewer Replacement, Project No. 14-24, in the amount of \$157,835. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$7,165, for a total project amount of \$165,000.

Summary:

On May 20, 2014, bids were received from two (2) contractors for construction of the 15th Street & Sage Park Storm Sewer Replacement project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
71 Construction	Casper, Wyoming	\$157,835
Wayne Coleman Construction, Inc.	Mills, Wyoming	\$194,307

The estimate prepared by the City Engineering Office was \$140,000.

In the fall of 2013 a sinkhole was discovered in Sage Park just south of 15th Street. At that time the City of Casper, Streets Division, provided temporary repair of a short piece of the forty-eight (48") inch corrugated metal storm sewer that had collapsed and caused the sinkhole. This project involves using a high density polyethylene pipe as a liner inside the failing corrugated metal storm sewer. The installation will be trenchless, so that 15th Street will not receive an open cut that redirects traffic. Miscellaneous landscaping, asphalt patching, and curb and gutter replacement will be included to complete the project. Construction of the improvements is to be completed by August 8, 2014.

Funding for this project will be from Optional 1%#14 sales tax for Residential Street repairs.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2005)

THIS AGREEMENT is made between the City of Casper, hereinafter referred to as the "Owner," and 71 Construction, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace a failing storm sewer culvert underneath 15th Street by using a trenchless lining method; and,

WHEREAS, 71 Construction is able and willing to provide those services specified as the 15th Street & Sage Park Storm Sewer Replacement, Project No. 14-24.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for completion of the 15th Street & Sage Park Storm Sewer Replacement, Project No. 14-24 hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work associated with the street, curb and gutter.
- 3.2 The Work will be substantially completed by July 25, 2014, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 8, 2014. Final completion shall include all concrete work, landscaping and clean-up.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages

for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in paragraph 3.2 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Fifty-Seven Thousand Eight Hundred Thirty-Five Dollars (\$157,835), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five (95%) of the Work completed. Owner shall withhold five percent

(5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-five Thousand Dollars (\$25,000) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws and regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Addenda No.1.
- 8.4 Performance and Payment Bonds.
- 8.5 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.6 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.7 Supplementary Conditions (Pages SC-1 to SC-15, inclusive).
- 8.8 Technical Specifications.
- 8.9 SRF Special Conditions
- 8.10 Notice of Award.
- 8.11 Notice to Proceed
- 8.12 Construction Drawings, consisting of four (4) sheets.
- 8.13 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.14 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.15 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(15th Street & Sage Park Storm Sewer Replacement, Project 12-24)



ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CONTRACTOR:

71 Construction
P.O. Box 4600
Casper, WY 82604

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

Paul L. Meyer

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
**15th Street & Sage Park Storm Sewer Replacement
Project No. 14-24**

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **July 25, 2014**, and completed and ready for final payment not later than **August 8, 2014**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> / </u>	Dated <u> 5/15/14 </u>
Addendum No. <u> </u>	Dated <u> </u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

TOTAL BASE BID, IN NUMERALS: \$ 157,835.00
TOTAL BASE BID, IN WORDS: ONE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-FIVE ⁰⁰/100 DOLLARS.

- 6. Bidder agrees that the work for the City will be as provided above.
- 7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
- 8. The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.

- 9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 71 CONSTRUCTION
P.O. BOX 4600
CASPER, WY 82604

- 10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on MAY 20, 2014.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 CONSTRUCTION (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: Steve Loftis (seal)
PRES

(Title)

(Seal)

Attest: Shelly Hernandez, Asst. Secretary

Business Address: 71 CONSTRUCTION
P.O. BOX 4600
CASPER, WY 82604

Phone Number: (307) 235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
15TH STREET & SAGE PARK STORM SEWER REPLACEMENT
PROJECT 14-24

Bid Date: May 20, 2014

COMPANY NAME: 71 CONSTRUCTION
 ADDRESS: P.O. BOX 4600
CASPER, WY 82604

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

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
 SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization	LS	1	78,800.00	78,800.00
2	Excavation, Disposal & Backfill for Sinkhole Location	LS	1	7,500.00	7,500.00
3	Pothole Pipe Connection Location and Orientation	LS	1	1,700.00	1,700.00
4	F&I 42" OD HDPE Culvert Liner	LF	140	270.00	37,800.00
5	F&I Concrete Bulkheads	LS	1	1,550.00	1,550.00
6	F&I Grout Pipes & Cellular Grout	LS	1	5,950.00	5,950.00
7	Abandon/Flow Fill Existing 18"x28" CMP Storm Sewer	LF	210	27.60	5,796.00
8	F&I Storm Sewer Catch Basin (Depths Vary)	EA	4	2,650.00	10,600.00
9	F&I 12" HDPE Storm Sewer	LF	52	62.00	3,224.00
10	F&I Imported Select Backfill	CY	25	18.00	450.00
11	R&R Type B Concrete Curb & Gutter	LF	100	33.60	3,360.00
12	R&R 6" Asphalt Pavement/9" Grading "w" Base Course	SF	1000	7.50	7,500.00
13	Recondition Existing Rip-Rap Rock w/ New Sand Slurry/Grout	SF	1200	5.60	6,750.00
14	R&R Irrigation System	LS	1	11,175.00	11,175.00
15	Revegetation - Sod	SF	2500	4.70	11,750.00
16	Temporary Traffic Control	LS	1	5,000.00	5,000.00
17	Grout Existing 48" RCP Joints	EA	20	235.00	4,700.00
18	F&I 18" Tall Block Retaining Wall	LF	110	136.00	14,960.00
19	Miscellaneous Landscaping Repairs	LS	1	9,800.00	9,800.00
Total Base Bid (Addition of Items 1-19)					\$ 157,835.00

Total Base Bid (in words): ONE HUNDRED FIFTY-SEVEN THOUSAND
EIGHT HUNDRED THIRTY-FIVE ⁰⁰/100 Dollars (\$ 157,835.00)

RESOLUTION NO. 14-140

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION FOR THE 15TH STREET & SAGE PARK STORM SEWER REPLACEMENT PROJECT, No. 14-24.

WHEREAS, the City of Casper desires to replace a collapsed storm sewer pipe using a high density polyethylene liner pipe; and,

WHEREAS, 71 Construction is able and willing to provide those services specified as the 15th Street & Sage Park Storm Sewer Replacement Project, No. 14-24; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

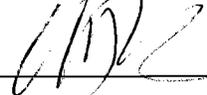
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with 71 Construction for those services, in the amount of One Hundred Fifty-Seven Thousand Eight Hundred Thirty-Five Dollars (\$157,835).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Fifty-Seven Thousand Eight Hundred Thirty-Five Dollars (\$157,835), and Seven Thousand One Hundred Sixty-Five Dollars (\$7,165) for a construction contingency account, for a total price of One Hundred Sixty-Five Thousand Dollars (\$165,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

May 19, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Kenneth S. King, Fire Chief *KS*
SUBJECT: Wyoming Medical Center Professional Services Contract

Recommendation:

That Council, by resolution, approve a professional services contract with the Wyoming Medical Center effective August 1, 2014.

Summary:

Wyoming Medical Center needs a location on the west side of Casper to house its ambulance along with personnel. With the completion of Fire Station #2 at 4000 South Coffman, Casper Fire-EMS has space available for Wyoming Medical Center to utilize. The Wyoming Medical Center has agreed to a contract for a period of one year starting August 1, 2014, and would pay the City of Casper \$1,000 per month for this space, not to exceed \$12,000 yearly.

The City Attorney's office has reviewed and approved the professional services contract between Wyoming Medical Center and the City of Casper.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 1st day of August, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Wyoming Medical Center, Inc., 1233 E. 2nd Street, Casper, Wyoming, 82601, ("WMC").

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

RECITALS

- A. WMC needs a location on the west side of the City to store its ambulance and house its ambulance personnel.
- B. City is the owner of Fire Station #2, which is located on the west side of the City at 4000 S. Coffman, Casper, Wyoming.
- C. City currently has space available at Fire Station #2 that WMC may utilize for its ambulance and ambulance personnel in return for compensation.

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

1. INCORPORATION OF RECITALS:

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

2. SCOPE OF SERVICES:

A. City shall provide:

1. Space in Fire Station #2 for one ambulance of the WMC's. The exact location of the space shall be determined by the Fire Chief.
2. Two rooms in Fire Station #2 for WMC's ambulance personnel. The exact rooms assigned shall be determined by the Fire Chief.

B. The WMC shall:

1. Provide emergency ambulance and medical services from Fire Station #2 to the City of Casper in accordance with WMC's own policies and procedures.
2. Pay the City compensation as described herein.

3. CONTRACT TERM:

- A. The term of this Contract is for a period of one year commencing on August 1, 2014 and ending July 31, 2015.
- B. WMC may request an extension of the Contract term for up to two, additional one (1) year terms under the same terms and conditions contained herein; provided, however, that WMC shall make such request in writing at least sixty (60) days prior to the end of the Contract term.
- C. Any extension hereunder may be approved administratively by the City Manager or his/her designee by letter, and without further Council approval.
- D. If City does not agree in writing to extend the Contract term, it shall expire at the end of the then current Contract term.

4. COMPENSATION:

In consideration of the City's promises under this Contract, the WMC shall pay the City One Thousand Dollars and no cents (\$1,000) per month, not to exceed Twelve Thousand Dollars and no cents (\$12,000) on a yearly basis.

5. METHOD OF PAYMENT:

Payment will be made by WMC in monthly installments of One Thousand Dollars and no Cents (\$1,000). Payment is due and payable by the WMC to the City on the first day of each month through the end of the Contract term, upon execution of this Contract by all parties. Payment shall be remitted to City of Casper, Finance Department, 200 North David Street, Casper, Wyoming 82601.

6. ACCESS BY CITY:

City reserves the right to require the WMC to use a different space for the ambulance or different rooms in Fire Station #2 premises as needed and at the discretion of the Fire Chief.

7. TERMS AND CONDITIONS:

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

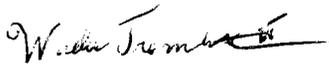
8. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the WMC, 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 WMC's authorized representatives.

The City and the WMC 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
Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

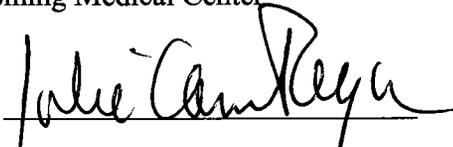
WITNESS

By: _____

Printed Name: _____

Title: _____

WMC
Wyoming Medical Center

By: 

Printed Name: Julie Ann Taylor

Title: CWO / COO

phone No. 307/235-8222
President-CEO Vickie Diamond

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. **TERMINATION OF CONTRACT:**

1.1 Either party may terminate this Contract anytime by providing thirty (30) days written notice to the other party of intent to terminate said Contract.

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

2. **CHANGES:**

Either party 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 compensation, which are mutually agreed upon between the City and the WMC, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of compensation without mutual consent of the parties.

3. **ASSIGNABILITY:**

The WMC 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 WMC 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. **EQUAL EMPLOYMENT OPPORTUNITY:**

In carrying out the program, the WMC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The WMC 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 WMC 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 WMC shall state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, national origin, or disability.

5. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The WMC 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.

6. PERSONNEL:

The WMC 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 WMC, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by WMC shall be employed in conformity with applicable local, state or federal laws.

7. INSURANCE AND INDEMNIFICATION:

7.1 Prior to commencement of work, WMC shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the WMC 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 WMC's negligent operations in connection with the performance of this Contract.

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

7.2 WMC 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.

7.3 In addition, upon request by the City, WMC 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 WMC's obligations hereunder.

7.4 WMC 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 WMC.

7.5 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 139101 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 WMC 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.

7.6 The WMC 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.

8. INTENT:

WMC 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 WMC shall perform all of the services for the compensation set forth in this Contract.

9. 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.

10. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 14-141

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF CASPER AND THE WYOMING MEDICAL CENTER.

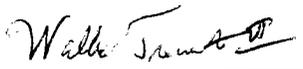
WHEREAS, the Wyoming Medical Center desires to locate their ambulance and personnel at Fire Station #2: and,

WHEREAS, the City of Casper is willing and able to provide space for the Wyoming Medical Center at Fire Station #2 located at 4000 South Coffman.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and the Wyoming Medical Center.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

March 20, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jim Wetzel, Chief of Police 

SUBJECT: Memorandum of Understanding with the Cities of Cheyenne, Sheridan, Laramie, and Riverton, for Law Enforcement Extraterritorial Assistance.

Recommendation:

That the City Manager authorize a Memorandum of Understanding (MOU) between the City of Casper and each of the Cities of Cheyenne, Sheridan, Laramie, and Riverton, to request interagency law enforcement assistance as needed.

Summary:

From time to time, special circumstances and/or emergencies arise which exceed the immediate manpower, skill, and equipment capacities of any police department.

For that reason, the Casper, Cheyenne, Sheridan, Laramie, and Riverton Police Departments desire to have an MOU in place to more fully define the scope of services to be provided.

A Memorandum of Understanding for each city is provided.

D. White
April 9, 2014

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CASPER, WYOMING AND
THE CITY OF CHEYENNE, WYOMING FOR
LAW ENFORCEMENT
EXTRATERRITORIAL ASSISTANCE

Risk Review

By: BS
Date: 4-9-14

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on the _____ day of _____, 2014, by and between the City of Casper, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City of Casper"), whose address is City Hall, 200 N. David Street, Casper, Wyoming, 82601, and the City of Cheyenne, a Wyoming municipal corporation, whose address is Municipal Building, 2101 O'Neil Avenue, Cheyenne, Wyoming, 82001, (hereinafter referred to as "City of Cheyenne"). The City of Casper and the City of Cheyenne are hereinafter collectively referred to as "Party" or "Parties."

RECITALS:

WHEREAS, because responses to emergency or special circumstances may exceed the immediate manpower, skill, and equipment capacities of either Party's police department, the City of Cheyenne and the City of Casper may request that the other Party provide certified peace officers for law enforcement services; and,

WHEREAS, pursuant to W.S. § 7-2-106(b), the City of Casper and the City of Cheyenne are authorized to enter into an MOU for the purpose of providing mutual law enforcement aid and assistance to the other Party's police department.

NOW, THEREFORE, subject to the limitations of this MOU, the provisions of W.S. § 7-2-106(b), the parties agree as follows:

1. **Duration of MOU:** Pursuant to W.S. § 7-2-106(b), this MOU shall not be effective until it is approved by the Parties. This MOU shall be in full force and effect from the date that this MOU is executed by the parties and shall remain in effect for a period of time not to exceed one (1) month beyond the current term of office of any participating sheriff or chief of police.

2. **Purpose:** The purpose of this MOU is to permit each Party to assign certified peace officers to the other Party for law enforcement services within the municipal boundaries of the City of Casper and the City of Cheyenne, as requested by the police departments of the Parties. Neither Party has a duty to provide mutual aid law enforcement assistance under this MOU. Each Party has discretionary authority to decide whether to respond to a request for assistance from the other Party and each Party has discretionary authority to determine the nature and extent of its response. In the event a Party agrees to respond to a request from the other Party, the following terms and conditions shall apply.

3. Responsibilities of Parties. A Party which chooses to respond to a request for assistance from the other Party shall assign certified peace officers who, while so assigned and performing duties, shall be subject to the direction and control of the requesting Party's Chief of Police, or his or her designee, and shall have full peace officer authority within the requesting Party's jurisdiction during the assignment.

4. Assigned Peace Officer Status: For Workers' Compensation coverage, peace officers assigned pursuant to this MOU shall be deemed joint employees of the assigning and requesting Parties, who shall be joint employers, pursuant to W.S. § 7-2-106(c). As joint employers, each Party shall be immune from suit to the extent provided by the Wyoming Workers' Compensation Act, (W.S. § 27-14-101 *et seq.*). Each Party will be responsible for the payment of wages and benefits for its peace officers who provide assistance under this MOU. A Party who responds to a request for assistance under this MOU may seek reimbursement from the requesting Party for travel expenses and for expenses associated with the repair or replacement of police vehicles, uniforms, and equipment which are damaged or destroyed during the assignment.

5. Specification of Certified Peace Officers Covered by Assignment: It is mutually understood and agreed that, pursuant to W.S. § 7-2-106(b)(ii), only certified peace officers in good standing may be assigned pursuant to a request for assistance under this MOU. It is further mutually understood and agreed that pursuant to W.S. § 7-2-106(e), arson investigators, brand inspectors, federal agents, board of outfitters investigators and detention officers may not be assigned under this MOU.

6. Geographical Boundaries of Territory Covered: Pursuant to W.S. § 7-2-106(b)(iii), certified peace officers requested by either Party shall perform services within the municipal boundaries of the requesting Party, except to the extent permitted by W.S. § 7-2-106(a).

7. Request for Assistance: Any request for law enforcement assistance under this MOU should be made by the highest ranking law enforcement official on duty or on call of the requesting Party to the highest ranking law enforcement official on duty or on call of the responding Party at the time the assistance is needed.

8. Response to Request: Each Party agrees to respond to a request under this MOU as promptly as possible. The responding Party shall indicate whether and the extent to which personnel and equipment will be provided.

9. Command of Equipment and Personnel: The requesting Party may have command and direction of the equipment and personnel provided by a responding Party, but the responding Party always has the authority to immediately withdraw any equipment or personnel provided under this MOU without regard to whether the requesting Party continues to have a need for assistance. When assistance is no longer needed, the requesting Party shall release its command and direct that all equipment and personnel be returned to the responding Party.

10. Standard of Conduct: Each certified peace officer providing assistance shall maintain the standards of professional conduct as required in the State of Wyoming. However, the requesting Party may request that a particular peace officer be relieved of an assignment under this MOU and the responding Party will honor such request as soon as practicable.

11. Responsibilities of Requesting Party: Each requesting Party will advise responding peace officers of administrative and procedural requirements within the jurisdiction of the assignment.

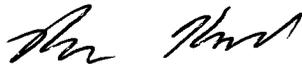
12. Liability: Except as provided in this MOU, neither Party agrees to insure, defend, or indemnify the other Party. By entering into this MOU neither Party waives its governmental immunity under the Wyoming Governmental Claims Act, or other applicable law and each party reserves all immunities and defenses available to them as governmental entities under the laws of the State of Wyoming and the Constitution and laws of the United States.

13. Pre-Incident Planning: The commanding officers of the Parties' individual police departments may, from time to time, mutually establish pre-incident plans which shall indicate the types and locations of potential problem areas where assistance may be needed. This MOU may be supplemented by schedules and lists of types of equipment and peace officers that would be dispatched under various possible circumstances. In addition, the Parties may engage in mutual training sessions to ensure efficient operations under this MOU. The Parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this MOU.

14. Signatures: Each Party has executed this MOU through its duly authorized representatives on the dates set forth below.

Recommended by:

Brian Kozak

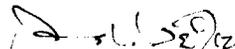


Chief of Police, Cheyenne, Wyoming

4-4-14

Date

Jim Wetzel



Chief of Police, Casper, Wyoming

3/25/2014

Date

Approved as to Form:

Walker Tremblay

CITY OF CHEYENNE, WYOMING
A Municipal Corporation

Richard L. Kaysen
Richard L. Kaysen
Mayor

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Paul L. Meyer
Mayor

April 29, 2014
Date

Date

ATTEST

SEAL

Carol Intlekofer
Carol Intlekofer, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CASPER, WYOMING AND
THE CITY OF LARAMIE, WYOMING FOR
LAW ENFORCEMENT
EXTRATERRITORIAL ASSISTANCE**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on the _____ day of _____, 2014, by and between the City of Casper, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City of Casper"), whose address is City Hall, 200 N. David Street, Casper, Wyoming, 82601, and the City of Laramie, a Wyoming municipal corporation, whose address is 406 Ivinson Street, Laramie, Wyoming, 82070, (hereinafter referred to as "City of Laramie"). The City of Casper and the City of Laramie are hereinafter collectively referred to as "Party" or "Parties."

RECITALS:

WHEREAS, because responses to emergency or special circumstances may exceed the immediate manpower, skill, and equipment capacities of either Party's police department, the City of Laramie and the City of Casper may request that the other Party provide certified peace officers for law enforcement services; and,

WHEREAS, pursuant to W.S. § 7-2-106(b), the City of Casper and the City of Laramie are authorized to enter into an MOU for the purpose of providing mutual law enforcement aid and assistance to the other Party's police department.

NOW, THEREFORE, subject to the limitations of this MOU, the provisions of W.S. § 7-2-106(b), the parties agree as follows:

1. Duration of MOU: Pursuant to W.S. § 7-2-106(b), this MOU shall not be effective until it is approved by the Parties. This MOU shall be in full force and effect from the date that this MOU is executed by the parties and shall remain in effect for a period of time not to exceed one (1) month beyond the current term of office of any participating sheriff or chief of police.

2. Purpose: The purpose of this MOU is to permit each Party to assign certified peace officers to the other Party for law enforcement services within the municipal boundaries of the City of Casper and the City of Laramie, as requested by the police departments of the Parties. Neither Party has a duty to provide mutual aid law enforcement assistance under this MOU. Each Party has discretionary authority to decide whether to respond to a request for assistance from the other Party and each Party has discretionary authority to determine the nature and extent of its response. In the event a Party agrees to respond to a request from the other Party, the following terms and conditions shall apply.

3. Responsibilities of Parties. A Party which chooses to respond to a request for assistance from the other Party shall assign certified peace officers who, while so assigned and performing duties, shall be subject to the direction and control of the requesting Party's Chief of Police, or his or her designee, and shall have full peace officer authority within the requesting Party's jurisdiction during the assignment.

4. Assigned Peace Officer Status: For Workers' Compensation coverage, peace officers assigned pursuant to this MOU shall be deemed joint employees of the assigning and requesting Parties, who shall be joint employers, pursuant to W.S. § 7-2-106(c). As joint employers, each Party shall be immune from suit to the extent provided by the Wyoming Workers' Compensation Act, (W.S. § 27-14-101 *et seq.*). Each Party will be responsible for the payment of wages and benefits for its peace officers who provide assistance under this MOU. A Party who responds to a request for assistance under this MOU may seek reimbursement from the requesting Party for travel expenses and for expenses associated with the repair or replacement of police vehicles, uniforms, and equipment which are damaged or destroyed during the assignment.

5. Specification of Certified Peace Officers Covered by Assignment: It is mutually understood and agreed that, pursuant to W.S. § 7-2-106(b)(ii), only certified peace officers in good standing may be assigned pursuant to a request for assistance under this MOU. It is further mutually understood and agreed that pursuant to W.S. § 7-2-106(e), arson investigators, brand inspectors, federal agents, board of outfitters investigators and detention officers may not be assigned under this MOU.

6. Geographical Boundaries of Territory Covered: Pursuant to W.S. § 7-2-106(b)(iii), certified peace officers requested by either Party shall perform services within the municipal boundaries of the requesting Party, except to the extent permitted by W.S. § 7-2-106(a).

7. Request for Assistance: Any request for law enforcement assistance under this MOU should be made by the highest ranking law enforcement official on duty or on call of the requesting Party to the highest ranking law enforcement official on duty or on call of the responding Party at the time the assistance is needed.

8. Response to Request: Each Party agrees to respond to a request under this MOU as promptly as possible. The responding Party shall indicate whether and the extent to which personnel and equipment will be provided.

9. Command of Equipment and Personnel: The requesting Party may have command and direction of the equipment and personnel provided by a responding Party, but the responding Party always has the authority to immediately withdraw any equipment or personnel provided under this MOU without regard to whether the requesting Party continues to have a need for assistance. When assistance is no longer needed, the requesting Party shall release its command and direct that all equipment and personnel be returned to the responding Party.

10. Standard of Conduct: Each certified peace officer providing assistance shall maintain the standards of professional conduct as required in the State of Wyoming. However, the requesting Party may request that a particular peace officer be relieved of an assignment under this MOU and the responding Party will honor such request as soon as practicable.

11. Responsibilities of Requesting Party: Each requesting Party will advise responding peace officers of administrative and procedural requirements within the jurisdiction of the assignment.

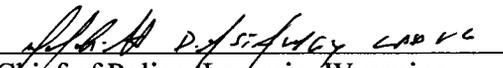
12. Liability: Except as provided in this MOU, neither Party agrees to insure, defend, or indemnify the other Party. By entering into this MOU neither Party waives its governmental immunity under the Wyoming Governmental Claims Act, or other applicable law and each party reserves all immunities and defenses available to them as governmental entities under the laws of the State of Wyoming and the Constitution and laws of the United States.

13. Pre-Incident Planning: The commanding officers of the Parties' individual police departments may, from time to time, mutually establish pre-incident plans which shall indicate the types and locations of potential problem areas where assistance may be needed. This MOU may be supplemented by schedules and lists of types of equipment and peace officers that would be dispatched under various possible circumstances. In addition, the Parties may engage in mutual training sessions to ensure efficient operations under this MOU. The Parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this MOU.

14. Signatures: Each Party has executed this MOU through its duly authorized representatives on the dates set forth below.

Recommended by:

Dale Stalder

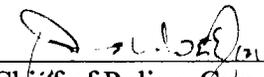


Chief of Police, Laramie, Wyoming

22 APR 14

Date

Jim Wetzel



Chief of Police, Casper, Wyoming

3/25/2014

Date

Approved as to Form:

Walter Fremont

CITY OF LARAMIE, WYOMING
A Municipal Corporation

David Paulekas

Dave Paulekas
Mayor

4-15-2014

Date

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CASPER, WYOMING AND
THE CITY OF RIVERTON, WYOMING FOR
LAW ENFORCEMENT
EXTRATERRITORIAL ASSISTANCE**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on the _____ day of _____, 2014, by and between the City of Casper, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City of Casper"), whose address is City Hall, 200 N. David Street, Casper, Wyoming, 82601, and the City of Riverton, a Wyoming municipal corporation, whose address is 816 N. Federal, Riverton, Wyoming, 82501, (hereinafter referred to as "City of Riverton"). The City of Casper and the City of Riverton are hereinafter collectively referred to as "Party" or "Parties."

RECITALS:

WHEREAS, because responses to emergency or special circumstances may exceed the immediate manpower, skill, and equipment capacities of either Party's police department, the City of Riverton and the City of Casper may request that the other Party provide certified peace officers for law enforcement services; and,

WHEREAS, pursuant to W.S. § 7-2-106(b), the City of Casper and the City of Riverton are authorized to enter into an MOU for the purpose of providing mutual law enforcement aid and assistance to the other Party's police department.

NOW, THEREFORE, subject to the limitations of this MOU, the provisions of W.S. § 7-2-106(b), the parties agree as follows:

1. Duration of MOU: Pursuant to W.S. § 7-2-106(b), this MOU shall not be effective until it is approved by the Parties. This MOU shall be in full force and effect from the date that this MOU is executed by the parties and shall remain in effect for a period of time not to exceed one (1) month beyond the current term of office of any participating sheriff or chief of police.

2. Purpose: The purpose of this MOU is to permit each Party to assign certified peace officers to the other Party for law enforcement services within the municipal boundaries of the City of Casper and the City of Riverton, as requested by the police departments of the Parties. Neither Party has a duty to provide mutual aid law enforcement assistance under this MOU. Each Party has discretionary authority to decide whether to respond to a request for assistance from the other Party and each Party has discretionary authority to determine the nature and extent of its response. In the event a Party agrees to respond to a request from the other Party, the following terms and conditions shall apply.

3. Responsibilities of Parties. A Party which chooses to respond to a request for assistance from the other Party shall assign certified peace officers who, while so assigned and performing duties, shall be subject to the direction and control of the requesting Party's Chief of Police, or his or her designee, and shall have full peace officer authority within the requesting Party's jurisdiction during the assignment.

4. Assigned Peace Officer Status: For Workers' Compensation coverage, peace officers assigned pursuant to this MOU shall be deemed joint employees of the assigning and requesting Parties, who shall be joint employers, pursuant to W.S. § 7-2-106(c). As joint employers, each Party shall be immune from suit to the extent provided by the Wyoming Workers' Compensation Act, (W.S. § 27-14-101 *et seq.*). Each Party will be responsible for the payment of wages and benefits for its peace officers who provide assistance under this MOU. A Party who responds to a request for assistance under this MOU may seek reimbursement from the requesting Party for travel expenses and for expenses associated with the repair or replacement of police vehicles, uniforms, and equipment which are damaged or destroyed during the assignment.

5. Specification of Certified Peace Officers Covered by Assignment: It is mutually understood and agreed that, pursuant to W.S. § 7-2-106(b)(ii), only certified peace officers in good standing may be assigned pursuant to a request for assistance under this MOU. It is further mutually understood and agreed that pursuant to W.S. § 7-2-106(e), arson investigators, brand inspectors, federal agents, board of outfitters investigators and detention officers may not be assigned under this MOU.

6. Geographical Boundaries of Territory Covered: Pursuant to W.S. § 7-2-106(b)(iii), certified peace officers requested by either Party shall perform services within the municipal boundaries of the requesting Party, except to the extent permitted by W.S. § 7-2-106(a).

7. Request for Assistance: Any request for law enforcement assistance under this MOU should be made by the highest ranking law enforcement official on duty or on call of the requesting Party to the highest ranking law enforcement official on duty or on call of the responding Party at the time the assistance is needed.

8. Response to Request: Each Party agrees to respond to a request under this MOU as promptly as possible. The responding Party shall indicate whether and the extent to which personnel and equipment will be provided.

9. Command of Equipment and Personnel: The requesting Party may have command and direction of the equipment and personnel provided by a responding Party, but the responding Party always has the authority to immediately withdraw any equipment or personnel provided under this MOU without regard to whether the requesting Party continues to have a need for assistance. When assistance is no longer needed, the requesting Party shall release its command and direct that all equipment and personnel be returned to the responding Party.

10. Standard of Conduct: Each certified peace officer providing assistance shall maintain the standards of professional conduct as required in the State of Wyoming. However, the requesting Party may request that a particular peace officer be relieved of an assignment under this MOU and the responding Party will honor such request as soon as practicable.

11. Responsibilities of Requesting Party: Each requesting Party will advise responding peace officers of administrative and procedural requirements within the jurisdiction of the assignment.

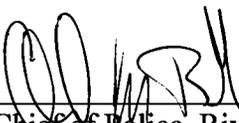
12. Liability: Except as provided in this MOU, neither Party agrees to insure, defend, or indemnify the other Party. By entering into this MOU neither Party waives its governmental immunity under the Wyoming Governmental Claims Act, or other applicable law and each party reserves all immunities and defenses available to them as governmental entities under the laws of the State of Wyoming and the Constitution and laws of the United States.

13. Pre-Incident Planning: The commanding officers of the Parties' individual police departments may, from time to time, mutually establish pre-incident plans which shall indicate the types and locations of potential problem areas where assistance may be needed. This MOU may be supplemented by schedules and lists of types of equipment and peace officers that would be dispatched under various possible circumstances. In addition, the Parties may engage in mutual training sessions to ensure efficient operations under this MOU. The Parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this MOU.

14. Signatures: Each Party has executed this MOU through its duly authorized representatives on the dates set forth below.

Recommended by:

Mike Broadhead

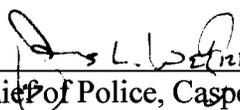


Chief of Police, Riverton, Wyoming

04-09-14

Date

Jim Wetzel



Chief of Police, Casper, Wyoming

3/25/2014

Date

Approved as to Form:

Walker Tremblay

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Ronald O. Warpness

Ronald O. Warpness
Mayor

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

4/9/14

Date

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CASPER, WYOMING AND
THE CITY OF SHERIDAN, WYOMING FOR
LAW ENFORCEMENT
EXTRATERRITORIAL ASSISTANCE**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on the _____ day of _____, 2014, by and between the City of Casper, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City of Casper"), whose address is City Hall, 200 N. David Street, Casper, Wyoming, 82601, and the City of Sheridan, a Wyoming municipal corporation, whose address is 55 Grinnell Plaza, Sheridan, Wyoming, 82801, (hereinafter referred to as "City of Sheridan"). The City of Casper and the City of Sheridan are hereinafter collectively referred to as "Party" or "Parties."

RECITALS:

WHEREAS, because responses to emergency or special circumstances may exceed the immediate manpower, skill, and equipment capacities of either Party's police department, the City of Sheridan and the City of Casper may request that the other Party provide certified peace officers for law enforcement services; and,

WHEREAS, pursuant to W.S. § 7-2-106(b), the City of Casper and the City of Sheridan are authorized to enter into an MOU for the purpose of providing mutual law enforcement aid and assistance to the other Party's police department.

NOW, THEREFORE, subject to the limitations of this MOU, the provisions of W.S. § 7-2-106(b), the parties agree as follows:

1. Duration of MOU: Pursuant to W.S. § 7-2-106(b), this MOU shall not be effective until it is approved by the Parties. This MOU shall be in full force and effect from the date that this MOU is executed by the parties and shall remain in effect for a period of time not to exceed one (1) month beyond the current term of office of any participating sheriff or chief of police.

2. Purpose: The purpose of this MOU is to permit each Party to assign certified peace officers to the other Party for law enforcement services within the municipal boundaries of the City of Casper and the City of Sheridan, as requested by the police departments of the Parties. Neither Party has a duty to provide mutual aid law enforcement assistance under this MOU. Each Party has discretionary authority to decide whether to respond to a request for assistance from the other Party and each Party has discretionary authority to determine the nature and extent of its response. In the event a Party agrees to respond to a request from the other Party, the following terms and conditions shall apply.

3. Responsibilities of Parties. A Party which chooses to respond to a request for assistance from the other Party shall assign certified peace officers who, while so assigned and performing duties, shall be subject to the direction and control of the requesting Party's Chief of Police, or his or her designee, and shall have full peace officer authority within the requesting Party's jurisdiction during the assignment.

4. Assigned Peace Officer Status: For Workers' Compensation coverage, peace officers assigned pursuant to this MOU shall be deemed joint employees of the assigning and requesting Parties, who shall be joint employers, pursuant to W.S. § 7-2-106(c). As joint employers, each Party shall be immune from suit to the extent provided by the Wyoming Workers' Compensation Act, (W.S. § 27-14-101 *et seq.*). Each Party will be responsible for the payment of wages and benefits for its peace officers who provide assistance under this MOU. A Party who responds to a request for assistance under this MOU may seek reimbursement from the requesting Party for travel expenses and for expenses associated with the repair or replacement of police vehicles, uniforms, and equipment which are damaged or destroyed during the assignment.

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13. Pre-Incident Planning: The commanding officers of the Parties' individual police departments may, from time to time, mutually establish pre-incident plans which shall indicate the types and locations of potential problem areas where assistance may be needed. This MOU may be supplemented by schedules and lists of types of equipment and peace officers that would be dispatched under various possible circumstances. In addition, the Parties may engage in mutual training sessions to ensure efficient operations under this MOU. The Parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this MOU.

14. Signatures: Each Party has executed this MOU through its duly authorized representatives on the dates set forth below.

Recommended by:

Richard Adriaens

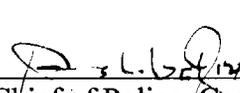


Chief of Police, Sheridan, Wyoming

5/5/2014

Date

Jim Wetzel



Chief of Police, Casper, Wyoming

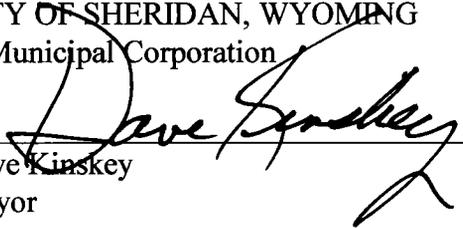
3/25/2014

Date

Approved as to Form:



CITY OF SHERIDAN, WYOMING
A Municipal Corporation



Dave Kinskey
Mayor

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

Date

Date

RESOLUTION NO. 14-142

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF CASPER AND THE CITIES OF SHERIDAN, CHEYENNE LARAMIE, AND RIVERTON, TO PROVIDE MUTUAL LAW ENFORCEMENT AID AND ASSISTANCE UPON REQUEST.

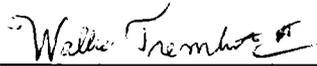
WHEREAS, the cities of Casper, Sheridan, Cheyenne, Laramie, and Riverton, may, from time to time, require assistance due to emergencies or special circumstances requiring additional manpower, skill, and equipment; and,

WHEREAS, each of these municipalities desires to enter into interagency agreements described in an MOU to more fully define the scope of services to be provided.

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 separate memorandum of understanding with each of the cities of Sheridan, Cheyenne, Laramie, and Riverton.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 27, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director 
SUBJECT: Release of Real Estate Mortgage- Triflection, LLC

Recommendation

That Council, by resolution, authorize the release of the Real Estate Mortgage with Triflection, LLC.

Summary

The City of Casper authorized a \$50,000 business loan to Triflection, LLC in June 2009 to purchase real estate located at 130 W. Collins Drive via the Economic Revitalization - Revolving Loan Fund (ER-RLF) program. This program is funded through CDBG funds from the U. S. Department of Housing and Urban Development (HUD).

Triflection, LLC purchased an empty building adjacent to the Old Yellowstone District, and renovated it to create a mid-to-upscale commercial building, housing the Rising Lotus Wellness Center. The City's loan holds a second mortgage position immediately after the commercial lender's mortgage. The commercial lender for this project is First Interstate Bank, and Triflection, LLC makes monthly payments to the City under its loan agreement.

City staff provided a pay-off balance to Triflection as of 5/16/2014, and the check has been received and deposited by the City. All requirements have been met.

A resolution has been prepared for Council's consideration.

RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That the City of Casper, Wyoming, a Wyoming municipal corporation, of the County of Natrona and State of Wyoming, as the Mortgagee in a Mortgage granted by Triflection, LLC, a Wyoming limited liability company, as Mortgagor, recorded on June 25, 2009 as Instrument Number 869290 in the real estate records of Natrona County, Wyoming, and in consideration of the full payment of the debt evidenced thereby, hereby releases from the lien of said mortgage the following described real property located in Natrona County, Wyoming:

Lot 2, Triflection Addition to the City of Casper, Wyoming.

Dated this _____ day of June, 2014.

THE CITY OF CASPER, WYOMING, A
A WYOMING MUNICIPAL CORPORATION:

Paul L. Meyer, Mayor

ATTEST:

CITY CLERK

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of June 2014 by Paul L. Meyer, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

NOTARY PUBLIC

My commission expires: _____.

RESOLUTION NO. 14-143

A RESOLUTION AUTHORIZING RELEASE OF A REAL ESTATE MORTGAGE GRANTED TO THE CITY OF CASPER BY TRIFECTION, LLC.

WHEREAS, the City of Casper authorized a \$50,000 business loan to Trifection, LLC in June 2009 to purchase real estate located at 130 W. Collins Drive via the Economic Revitalization – Revolving Loan Fund (ER-RLF) program which is funded through Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, Trifection, LLC purchased an empty building adjacent to the Old Yellowstone District, and renovated it to create a mid-to-upscale commercial building, housing the Rising Lotus Wellness Center; and

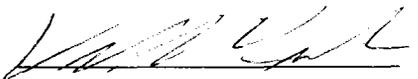
WHEREAS, the City's loan holds a second lien mortgage position in the purchased property being recorded as Instrument No. 869290 on June 25, 2009 in the real estate records of Natrona County, Wyoming, the City's mortgage being subject to a prior mortgage held by the First Interstate Bank; and

WHEREAS, Trifection, LLC has sold the building, has paid off this loan in full to the City, and has requested that the City release its mortgage in this property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, a "Release of Real Estate Mortgage" in order to release the mortgage held by the City in Lot 2 of the Trifection Addition to the City of Casper, Wyoming as described above.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation:

Paul L. Meyer
Mayor

May 29, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Ice Builders, Inc.
Casper Events Center Refrigerated Ice Floor, Project No. 14-28

Recommendation:

That Council, by resolution, authorize an agreement with Ice Builders, Inc., for the Casper Events Center Refrigerated Ice Floor, Project No. 14-28, in the amount of \$1,669,091.

Summary:

On Wednesday, May 28, 2014, two (2) bids were received for the Casper Events Center Refrigerated Ice Floor Project. The project consists of replacement of the solid concrete Events Center area floor, along with the relocation of floor pit boxes, with the replacement of a refrigerated concrete slab floor and all associated refrigeration equipment necessary for ice rink operation.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Ice Builders, Inc.	Liverpool, New York	\$1,669,091
Cimco Refrigeration Inc.	Mobile, Alabama	\$1,560,000

The City's consultant for the project, International Coliseums Company (ICC), evaluated the bids based on demonstrated expertise in the field of refrigerated ice floors; quality of the firms' technical proposal; quality and accuracy of the firms' response to schedule, understanding of the requirements, responsiveness, and work load; and cost proposal. ICC recommends award of the contract to Ice Builders. Cimco indicated they could not meet the project schedule even with overtime and working 7 days a week. Ice Builders has also provided proposed cost savings that after analysis and value engineering could reduce the overall price of their proposal to \$1,500,000.

This project is the first phase of installation of an ice sheet at the Events Center. Another contract will be let to award construction of the chiller room and cooling tower pad. This is estimated to cost \$100,000. Procurement of ice re-surfacers (Zambonis), dasher boards, and rubber ice floor covering is expected to cost an additional \$694,000. Accounting for a contingency of \$50,000 and already encumbered funds of \$237,000 for design and construction administration fees, the

estimated total cost of the ice sheet at the Events Center is expected to be \$2,581,000. These costs do not include the cost of a storage building to store the equipment for the ice floor.

Funding for the project will come from a \$1,000,000 donation from John Wold, with the balance coming from Capital Project fund reserves.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Ice Builders, Inc., 4628 Crossroads Park Drive, Liverpool, NY, hereinafter referred to as the "Contractor." The Owner and the Contractor collectively referred to as the "Parties" herein.

WHEREAS, the City of Casper desires to install a refrigerated ice floor at the Casper Events Center; and,

WHEREAS, Ice Builders, Inc., is able and willing to provide those services specified as the **Casper Events Center Refrigerant Ice Floor, Project No. 14-28**

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, **Casper Events Center Refrigerant Ice Floor, Project No. 14-28.**

ARTICLE 2. ENGINEER.

The Project has been designed by International Coliseums Company, 14301 North 87th Street, Suite 214, Scottsdale, Arizona, 85260, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

3.1 This Contract is subject to, and contingent upon the Owner receiving a One Million Dollar (\$1,000,000) donation for payment toward construction of this Project from John S. Wold, individually and as Trustee of the John S. Wold Revocable Trust, dated May 13, 2002 (the "Donor") pursuant to an "Ice Hockey Facility Development Escrow Agreement" as amended between the Donor and the Owner (the "Donation Agreement"). The Donation Agreement, as amended, is incorporated herein at this point as if fully set forth. Under the Donation Agreement, the Donor's donation is contingent upon the Donor approving, in writing, three contingencies before this Project can be undertaken by the Owner, being: (1) approval by the Donor of the Owner's budget for the project; (2) approval by the Donor that the Owner has made a sufficient showing that the Owner has the balance of the construction costs for this Project after the making of the donation by the Donor; and (3) approval by the Donor of the engineering plans for the Project. The Donor has approved item (1), the Owner's budget and

engineering plans. The Owner anticipates the Donor's approval of item (2), the additional funding requirement on or before Wednesday, June 11th, 2014.

The Contractor agrees and understands that it is **not** authorized to proceed under the terms and conditions of this Agreement until the Owner has met the requirements of the Donation Agreement and the Contractor has received a written authorization (the "Authorization to Proceed") from the Owner to proceed with this Project and the construction thereof. It is anticipated that the Owner will have all of the Donor's approvals on or before Wednesday, June 11th, 2014. In the event the Donor's approvals are received after that date, the number of days elapsing after June 11th, 2014 to the date of the Contractor's receipt of the Authorization to Proceed shall be added to the dates for substantial completion and the date the Project is to be ready for final payment as set forth in Paragraph 3.2 below. In the event the Owner is not able to obtain the Donor's approvals on or before June 30th, 2014, this Contract shall be null and void, and of no further force or effect between the Parties.

- 3.2 The Work will be substantially completed by September 9th, 2014, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by October 3rd, 2014.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.2 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.2 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Million Six Hundred Sixty-Nine Thousand Ninety-One and 00/100 Dollars (\$1,669,091.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and Pricing Summary) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Requirements. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.1.1 Prior to payment of fifty percent (50%) of the total contract price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of the total contract price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the total contract price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

ARTICLE 6. WITHHELD FUNDS.

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

signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

7.5

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form.
- 8.4 Addenda No. A .

SFA-4

- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of six (6) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.
- 8.17 Drawings: "Casper Events Center Refrigerant Ice Floor, Project No. 14-28".

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

SFA-5

APPROVED AS TO FORM:

(Casper Events Center Refrigerated Ice Floor, Project No. 14-28)



DATED this _____ day of _____, 2014.

ATTEST:

CONTRACTOR:

Ice Builders, Inc.
4628 Crossroads Park Drive
Liverpool, NY 13088

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

RESOLUTION NO. 14-144

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ICE BUILDERS, INC., FOR THE CASPER EVENTS CENTER REFRIGERATED ICE FLOOR, PROJECT NO. 14-28.

WHEREAS, the City of Casper desires to construct a sheet of ice at the Casper Events Center; and,

WHEREAS, Ice Builders, Inc., is able and willing to provide the first phase of those services specified as the Casper Events Center Refrigerated Ice Floor, Project No. 14-28; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Ice Builders, Inc., 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 amount not to exceed One Million Six Hundred Sixty-Nine Thousand Ninety-One and 00/100 Dollars (1,669,091.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(Casper Events Center Refrigerated Ice Floor, Project No. 14-28)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 19, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase of One Mid-Size Police Utility Vehicle 

Recommendation:

That Council, by minute action, authorize the purchase of one new Ford Explorer Interceptor, from Fremont Motor Company-Lander, Lander, Wyoming, to be used in the K9 Division of the Casper Police Department in the amount of \$29,309.80, before trade-in.

Summary:

Bids for one (1) new Mid-Size Police Utility Vehicle were received on May 16, 2014. Two bids were supplied by local and statewide vendors. The bids are as follows:

<u>Bid Item</u>	<u>Mileage</u>	<u>Base Cost</u>	<u>Vendor</u>	<u>Trade-in Value</u>	<u>Total Cost</u>
'14 Ford Explorer Interceptor	New	\$29,309.80	Fremont	\$9,500.00	\$19,809.80
'14 Ford Explorer Interceptor	New	\$28,301.00	Greiner	\$6,000.00	\$22,301.00

This purchase will replace unit# 101172, and is funded from the FY 2014 1%#14 Allocation for Casper Police Department Capital Equipment.

May 23, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director
Jason C Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase of two (2) 66,000 lb. Side-Load Sanitation Trucks *JSW*

Recommendation:

That Council, by minute action, authorize the purchase of two (2) new Mack, LEU613, 66,000 lb. front load sanitation trucks, with Wayne, 27 cu.yd. Curbtender G4 bodies, with options, from CMI-TECO of Mills, Wyoming. These trucks will be used by the Solid Waste Division, of the Public Services Department, in the amount of \$271,915 each, before the trade-in allowance. The total amount of the purchase will be \$543,830, before the trade-in allowance, with one truck being purchased in FY 2014 and one being awarded and purchased in FY 2015, pending adoption of the FY 2015 Budget.

Summary:

Bids were requested for two (2) 66,000 lb. side-loading sanitation trucks, with the bidding and award of one truck specified as being dependent upon the adoption of the FY 2015 Budget which contains the proposed funding. On May 23, 2014, one (1) bid was received from local and in state vendors. The bid was as follows:

<u>Item</u>	<u>Vendor</u>	<u>Mileage</u>	<u>Cost</u>	<u>Trade-in Value</u>	<u>Total Cost</u>
Mack/Wayne	CMI-TECO	New	\$543,830	\$60,000	\$483,830

The recommended trucks from CMI-TECO meet all the necessary specifications.

This equipment purchase will be funded from the Refuse Collection Division's FY14 and FY15 Capital Equipment Replacement budgets. One truck will be awarded and purchased immediately and the second truck will be awarded and purchased after July 1, 2014, pending adoption of the FY15 budget. If the FY 15 Refuse Collection budget is not adopted as proposed, the second truck will not be awarded. This equipment purchase will replace unit #222239 and unit #222250.

May 23, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize Purchase of one (1) Truck Mounted Asphalt Pothole Patcher 

Recommendation:

That Council, by minute action, authorize the purchase of one (1) Truck Mounted Asphalt Pothole Patcher, with options, from Ameri-Tech Equipment Co., Evansville, Wy., to be used in the Streets Division of the Public Services Department, The amount of this purchase will be \$53,520 with options.

Summary:

Bids were requested for one (1) new Truck Mounted Asphalt Pothole Patcher. On May 23, 2014, two bids were received from vendors. The bids are as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Total</u>
PB Patcher AC-4SM	Ameri-Tech	\$53,520	\$53,520
Pro-Patch SM 350-60	H.D. Industries	\$54,875	\$54,875

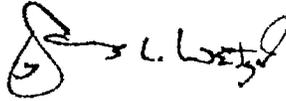
The recommended purchase of the PB Patcher meets all of the necessary specifications.

This unit will become part of the Streets Division of the Public Services Department fleet, and is proposed to be funded from the FY 2014 1%#14 funding for Streets Division's capital equipment replacement.

May 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jim Wetzal, Chief of Police



SUBJECT: Purchase of Eleven (11) Computer & Video Systems from COBAN Technologies, Inc.

Recommendation:

That Council, by Minute Action, authorize the purchase of eleven (11) replacement mobile data computing and video systems from COBAN Technologies, Inc., in the amount of \$101,475, in order to upgrade the existing, outdated equipment that is no longer supported by the provider.

Justification:

COBAN mobile data computing and video systems are currently in use in all the Casper Police Department patrol vehicles as part of the approved standard equipment, and are not available through third party vendors.

The purchase of the eleven (11) COBAN systems will complete the upgrades needed to keep the marked police fleet operational.

The proposal includes the COBAN equipment for eleven (11) vehicles, a one-year warranty and two days of on-site service at no extra charge, and an additional 2nd and 3rd year extended hardware/software warranty, for a total cost of One Hundred One Thousand, Four Hundred Seventy-Five Hundred Dollars (\$101,475).

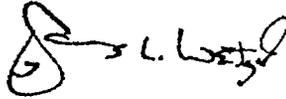
An installation contract with Communication Technologies (ComTech) will be presented at a future Council meeting.

Funding for this purchase will come from the 1%#14 funds allocated to the Police Department.

May 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jim Wetzel, Chief of Police



SUBJECT: Purchase of Four (4) Dual Band Radios from Motorola Solutions

Recommendation:

That Council, by minute action, authorize the purchase of Motorola dual band mobile radios and associated equipment for four (4) marked patrol vehicles, from Motorola Solutions, in the amount of \$21,420, for the purpose of replacing obsolete equipment.

Justification:

The requested equipment is currently in use in the newer Casper Police Department patrol vehicles as part of the approved standard equipment, and can only be purchased directly from Motorola or their certified, approved installers. The radios being replaced are now obsolete and can no longer be supported.

In checking for quotes from our other two Motorola Certified Vendors, we were told that they must purchase their equipment from Motorola Solutions and cannot offer better pricing at this time. The quoted price of Twenty-One Thousand, Four Hundred Twenty Dollars (\$21,420), includes all peripheral equipment and software necessary for the dual band radios to function properly.

An installation contract with Communication Technologies (ComTech) will be presented at a future Council meeting.

Funding for this purchase will come from the 1%#14 funds allocated to the Police Department.