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## REGULAR COUNCIL MEETING

Tuesday, March 3, 2015

6:00 p.m.

### COUNCIL POLICY PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE FEBRUARY 17, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON FEBRUARY 27, 2015
4. CONSIDERATION OF BILLS AND CLAIMS
5. PRESENTATION OF GOVERNMENT FINANCE OFFICERS ASSOCIATIONS' CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION.
6. ESTABLISH DATE OF PUBLIC HEARINGS
  - A. Consent
    1. Establish **March 17, 2015** as Public Hearing Date for the **Consideration** of:
      - a. An **Appeal** of the **Planning and Zoning Commission's** Decision to **Deny a Conditional Use Permit** for a Manufactured Mobile Home, for Security Reasons, in an M-1 (Limited Industrial) Zoning District, on Lots 16-17, Block 2, Burlington Addition, Located at 440 North Washington Street.
      - b. A New **Restaurant Liquor License**, from **Rena's Lime Leaf Asian Bistro Inc.**, d.b.a. **Rena's Lime Leaf Asian Bistro Inc.**, Located at 845 East 2<sup>nd</sup> Street.
7. PUBLIC HEARINGS
  - A. Ordinances
    1. Consideration of a **Plat** of a Portion of SW1/4 and the SE1/4NW1/4, Section 13, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, to Create the **Cambridge Addition**, and an Accompanying PUD Site Plan, Located to the North of the **SE Wyoming Boulevard** and **Country Club Road** Intersection.
    2. Consideration of an **Amendment** to the **Casper Municipal Code** Section **17.12.240 E.**

7. PUBLIC HEARINGS Continued

- B. Proposed **Amendments** to the **FY 2013/2014 and FY 2014/2015 Annual Action Plans** for the use of **Community Development Block Grant Funds** from the U.S. Department of Housing and Urban Development.

8. RESOLUTIONS

A. Consent

1. Authorizing a Contract with **Harris Enterprise Resource Planning** of Broomfield Colorado, in an Amount not to Exceed \$14,025, for the **configuration of a City supplied Microsoft Windows based server** as a Replacement to the Existing GEMS system.
2. Authorizing Agreement with **Casper Speedway Association** for the **Speedway Lease**.
3. Authorizing Agreement with **Treto Construction, LLC**, in the Amount of \$95,000, for the **Eagle Drive Storm Sewer Repair Project**.
4. Authorizing Change Order No. 1 with **Knife River, Inc.**, in the Amount of \$78,305, for the **Country Club Road Reconstruction-Wyoming Boulevard to Ardon Lane Project**.
5. Authorizing Agreement with **Wyoming Power Wash, Inc.**, in the Amount Of \$43,950, for the **City Hall Fountain Painting Project**.
6. Authorizing a Purchase and Loan Agreement between the **City**, the **Casper Housing Authority**, and **Windy City Enterprises, Inc.** in the Sum of \$360,939.45 for the **Acquisition** by the Casper Housing Authority of **Two Group Home Properties** from Windy City Enterprises, Inc.
7. Authorizing an Amendment to the **Lease Agreement** with the **Casper Artist's Guild** for property located at 321 West Midwest Avenue.
8. Authorizing Agreement with **Solid Waste Professionals, Inc.**, in the Amount of \$272,435, for the **Casper Regional Landfill Cells 3 and 4 Project**.
9. Authorizing Agreement with **Econolite Control Products, Inc.**, in the Amount of \$197,789, for the Purchase and Installation of **Centrac's Traffic Control Software**.

9. COMMUNICATIONS

A. From Persons Present

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

11. ADJOURNMENT

Upcoming Council Meetings:

**Council meetings**

6:00 p.m. Tuesday, March 17, 2015 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, March 10, 2015 – Council Meeting Room

4:30 p.m. Tuesday, March 24, 2015 – Council Meeting Room

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
February 17, 2015

Casper City Council met in regular session at 6:00 p.m., Tuesday, February 17, 2015. Present: Councilmen Cathey, Hedquist, Hopkins, Johnson, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell.

Mayor Powell, with assistance from a young member of the audience, led the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Cathey, to, by minute action, approve the minutes of the February 3, 2015, regular Council meeting, as published in the Casper-Star Tribune on February 11, 2015. Motion passed.

Moved by Councilman Mundell, seconded by Councilman Pacheco, to, by minute action, approve payment of the February 17, 2015, bills and claims, as audited by City Manager Patterson. Motion passed.

Bills & Claims  
02/17/15

5TrailsRotary	Services	\$300.00
71Construction	Projects	\$516.60
AAALandscaping	Services	\$66.49
AakerSigns	Goods	\$2,354.73
Airgas	Goods	\$571.10
AMBI	Services	\$2,374.10
Amerigas	Goods	\$3,445.91
AMoser	Refund	\$23.11
ANelson	Reimb	\$325.00
ArrowheadHeating	Services	\$603.72
ASveda	Reimb	\$36.50
AtlanticElectric	Services	\$2,618.48
AudieJeansPhotography	Services	\$50.00
BAllen	Reimb	\$93.00
BankOfAmerica	Goods	\$148,346.35
Bentz'sTownPump	Goods	\$1,235.87
BMattila	Reimb	\$156.73
Bullwhip	Services	\$2,673.75
Burns&McDonnellEngineering	Services	\$3,874.36
BVanderpol	Refund	\$37.13
CarpetOne	Goods	\$800.00
Caselle	Services	\$250.00
CATC	Funding	\$213,716.00
CDWGvmt	Goods	\$1,366.75
Centurylink	Services	\$23,250.38

CHadlock	Reimb	\$345.40
CHDiagnostic	Services	\$950.00
CIGNA	Services	\$6,584.12
CivilEngineeringProfessionals	Projects	\$1,987.50
CMason	Reimb	\$969.99
CmmrcIRefrig	Services	\$394.10
CollectionCenter	Services	\$302.75
CommTech	Goods	\$34,731.13
DaleBuckinghamArchitects	Projects	\$3,841.89
Dell	Goods	\$1,291.23
DeltaDental	Services	\$34,008.21
DesertMtn	Goods	\$62,579.24
DoubleDWelding	Services	\$46,080.00
DowntownDevelopmentAuth	Funding	\$100,172.41
DrexBarr	Services	\$2,350.00
DRuiz	Services	\$80.00
DWeaver	Refund	\$29.90
EmergencyMedPhysicians	Services	\$240.00
EMoore	Reimb	\$93.00
EnvironmentalCivilSolutions	Services	\$4,684.10
EnvrnmntlSystRsrch	Training	\$53,500.03
FirstData	Services	\$1,487.83
FirstInterstateBank	Services	\$4,495.75
FirstVetSupply	Goods	\$207.78
FoodSvcsOfAmerica	Goods	\$2,335.26
GarageDoorDudes	Services	\$1,260.00
GolderAssociates	Services	\$7,508.13
Good2GoStores	Goods	\$430.43
Granicus	Services	\$725.00
GreensSewer	Services	\$293.00
HBonham	Refund	\$45.79
Hein-Bond	Services	\$611.98
HewlettPackard	Goods	\$3,885.18
HighPlainsConstruction	Goods	\$153,951.80
Homax	Goods	\$74,912.91
IndstrlContainerSvcs	Goods	\$2,838.23
Installation&Svc	Projects	\$13,942.74
JFarrell	Reimb	\$93.00
JHatcher	Reimb	\$195.23
JMiner	Reimb	\$587.70
JWilliams	Reimb	\$133.00
JWinzenreid	Reimb	\$93.00
K/M Picket	Refund	\$45.44
KnappSupply	Goods	\$13,281.00
KRoberts	Reimb	\$140.48
LaborReady	Services	\$2,238.49
LChristensen	Reimb	\$75.00

LdrsEdgeConsulting	Services	\$4,995.00
LINA	Services	\$305.44
LMedoff, PH.D	Services	\$550.00
LongBuildingTech	Services	\$3,250.00
LSabatka	Reimb	\$144.99
M/PPDelaney	Refund	\$52.12
Mastercard	Services	\$16.88
Microsoft	Services	\$2,056.56
MidwestWelding	Services	\$85.00
MMets	Refund	\$7.08
Motorola	Goods	\$5,029.97
MReis	Refund	\$30.24
MTuma	Reimb	\$115.50
NationalBenefitServices	Services	\$2,704.90
NatlDevelopmentCouncil	Services	\$833.33
NebraskaDMV	Goods	\$3.00
NevesUniforms	Goods	\$2,782.18
NOliver	Refund	\$5.64
Paciolan	Services	\$3,329.95
PeaksToPlainsDesign	Services	\$641.46
Pepsi	Goods	\$172.45
PNiper	Reimb	\$93.00
PostalPros	Services	\$20,751.42
PRounds	Refund	\$56.56
RegionalWater	Services	\$256,054.20
RHieb	Reimb	\$743.40
RHull	Refund	\$1,100.00
RobinsonContracting	Services	\$750.00
RockyMntSchoolofDance	Refund	\$40.00
RockyMtnPower	Services	\$126,537.92
SamParsonsUpholstery	Services	\$340.00
SBaxter	Reimb	\$13.00
SBullock	Reimb	\$454.88
SkylineRanches	Services	\$422.83
SnowMachines	Goods	\$908.09
SolidWasteTraining	Services	\$200.00
SSmiley	Refund	\$58.18
SStockero	Reimb	\$1,305.71
StarLineFeeds	Goods	\$339.50
StealthPartnerGroup	Services	\$126,632.00
SWalton	Refund	\$39.75
SWeber	Refund	\$49.24
SyscoFoodSvcs	Goods	\$1,449.83
TDach	Reimb	\$81.90
Terracon	Goods	\$2,352.00
TESInc	Projects	\$10,950.00

TLOfgren	Refund	\$34.52
TrihydroCorp	Projects	\$4,580.25
TrinityBuilders	Refund	\$88.36
Tweed'sWholesale	Goods	\$663.60
UrgentCare	Services	\$77.00
Verizon	Services	\$5,886.40
WestlandPark	Services	\$2,335.90
WMC	Services	\$1,491.50
WolfGangOfWY	Services	\$3,833.33
Worldwash	Services	\$550.00
WyAssocMunicipalities	Services	\$25.00
WyDeptAgriculture	Services	\$50.00
WyDeptRevenue	Taxes	\$2,879.26
WYDOT	Services	\$1,790.61
WyLawEnforcementAcademy	Services	\$1,500.00
WyStateFrmensAssoc	Services	\$50.00
		\$1,654,786.04

Moved by Councilman Sandoval, seconded by Councilman Johnson, to, by minute action: establish March 3, 2015, as the public hearing date for the consideration of:

- a. Plat of a Portion of SW1/4 and the SE1/4NW1/4, Section 13, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, to Create the Cambridge Addition, and an Accompanying PUD Site Plan.
- b. Amendment to the Casper Municipal Code Section 17.12.240 E, Pertaining to Voting by a Majority of the Planning and Zoning Commission with Regard to the Approval of Conditional Use Permits.
- c. Proposed Amendments to the FY 2013/2014 and FY 2014/2015 Annual Action Plans for the Use of Community Development Block Grant Funds From the U.S. Department of Housing and Urban Development; and,

Establish March 17, 2015, as Public Hearing Date for Consideration of:

- a. Trade of Real Property between East Elkhorn Ranch, LLC; Casper Redevelopment Company, LLC; and the City of Casper, Wyoming.
- b. Transfer of Ownership of a Retail Liquor License, from Safeway Stores 46 Inc., to Ridley's Family Markets Inc., d.b.a. Ridley's Family Markets, Located at 1375 CY Avenue.

Motion passed.

Mayor Powell opened the public hearing for the fiscal year 2015 budget adjustments.

City Attorney Luben entered two (2) exhibits: Correspondence from V.H. McDonald, to John Patterson, dated February 5, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 16, 2015. City Manager Patterson provided a brief report.

Speaking in regard to the budget adjustments was: Pat Sweeney, 123 West “E” Street.

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

Following resolution read:

RESOLUTION NO. 15-34  
A RESOLUTION AMENDING THE FY 2015 BUDGET OF THE  
CITY OF CASPER, AUTHORIZING THE ADJUSTMENT OF  
FUNDS THEREUNDER.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Sandoval. Motion passed.

Moved by Councilman Pacheco, seconded by Councilman Cathey, to, by minute action cancel the public hearing for the transfer of a Retail Liquor License from Safeway Stores 46 Inc., to Ridley’s Family Markets Inc., d.b.a. Ridley’s Family Markets, located at 1375 CY Avenue. Motion passed.

Mayor Powell opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 30, to Energy Catering d.b.a. Flat Iron Catering, located at 3400 East 2<sup>nd</sup> Street.

City Attorney Luben entered three (3) exhibits: Correspondence from V.H. McDonald, to John Patterson, dated February 6, 2015, an Affidavit of Website Publication, as published on the City of Casper website, dated February 9, 2015, and an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 16, 2015. City Manager Patterson provided a brief report.

There being no one to speak for or against the issues involving Restaurant Liquor License No. 30, the public hearing was closed.

Moved by Councilman Mundell seconded by Councilman Johnson, to, by minute action, authorize the issuance of Restaurant Liquor License No. 30. Motion passed.

Mayor Powell opened the public hearing for the consideration of the annual renewal of liquor licenses for the license year April 1, 2015 through March 31, 2016.

City Attorney Luben entered two (2) exhibits: Correspondence from V.H. McDonald, to John Patterson, dated February 6, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 5, 2015. Council requested representatives from two liquor license holders attend this meeting, and therefore, Council addressed these issues before hearing general comments for the public hearing. City Manager Patterson provided a brief report, and requested that Captain Freel, of the Casper Police Department address Council. Captain Freel updated Council regarding safety issues at Moonlight Liquors.

Al Curtis, 800 Devonshire Place, addressed Council about his efforts to reduce police calls and other incidents at Moonlight Liquors. Mr. Curtis also answered questions posed by Councilmembers.

Captain Freel presented information about the Powder River Veterans Club regarding liquor license compliance issues.

Joseph Pillman, 629 West 10<sup>th</sup> Street, quartermaster for the Powder River Post VFW addressed Council and answered questions regarding the serving of alcohol at the club. Rhonda Lawstuen, 370 South 5<sup>th</sup> Avenue, Mills, bar manager of the VFW also addressed Council.

The followings citizens addressed Council with concerns about the renewals; Keith Goodenough, 120 East 15<sup>th</sup> Street, regarding club memberships and guests, demerits for police calls for fights, and assaults at the misdemeanor/felony level; Jennifer McDowell, 159 North Wolcott, attorney for Z Financial Administration Management Inc. confirmed that her client's liquor license is parked; Paul Paad, 2781 Cherokee Lane, shared his concerns and suggests for the renewal of Moonlight Liquors and VFW liquor licenses; Dennis Steensland, 533 South Washington Street, asked why bar owners allow people to be served to the point where fights and other trouble breaks out; Pat Sweeney, 123 West "E" Street, stated his concerns about data security and the use of identification scanners at the local bars; Dillon Reed, 1415 Birch, requested clarification on use of veteran's clubs for events; Van Galloway, 4023 Beaver, spoke about VFW membership issues, general bar security and serving practices; and Michael Reid, 1615 Luker Drive, questioned the application of the VFW and their operating practices.

There being no others to speak for or against the issues involving the annual renewal of liquor licenses, the public hearing was closed.

Moved by Councilman Sandoval seconded by Councilman Hedquist, to, by minute action, authorize the annual renewal of liquor licenses, except for renewal of the Powder River Veteran's Club Limited Retail Liquor License No. 3. Councilman Schlager voted nay. Motion passed.

Moved by Councilman Schlager, seconded by Councilman Sandoval, to, by minute action, renew the Powder River Veteran's Club Limited Retail Liquor License No. 3 with the following Conditions and Restrictions:

- 1) Law enforcement officers are allowed to enter the premise without notice
- 2) License shall be subject to a revocation hearing before the City Council should any law enforcement officer not be allowed to enter the premise

Moved by Councilman Johnson, seconded by Councilman Sandoval to postpone discussion on this matter to the February 24, 2015 work session at 4:30 p.m. for further review of the renewal of the Powder River Veteran's Club Limited Retail Liquor License No. 3.

Councilmen Hopkins and Mundell voted nay. Motion passed.

Mayor Powell called for a brief recess at 8:05 p.m., and reconvened the meeting at 8:10 p.m.

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

ORDINANCE NO. 1-15  
AN ORDINANCE AMENDING SECTION 17.94.130 (DESIGN  
STANDARDS FOR ROOF SIGNS) OF CHAPTER 17.94  
OF THE CASPER MUNICIPAL CODE, PERTAINING TO  
THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR  
STREET CORRIDOR FORM-BASED CODE.

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

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

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

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

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

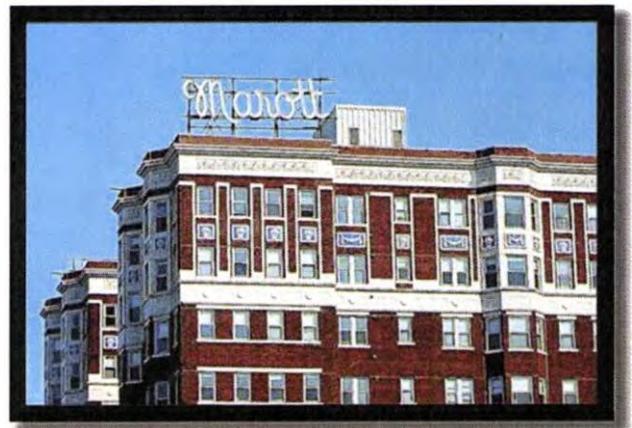
**SECTION 1:**

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

**Roof Signs**

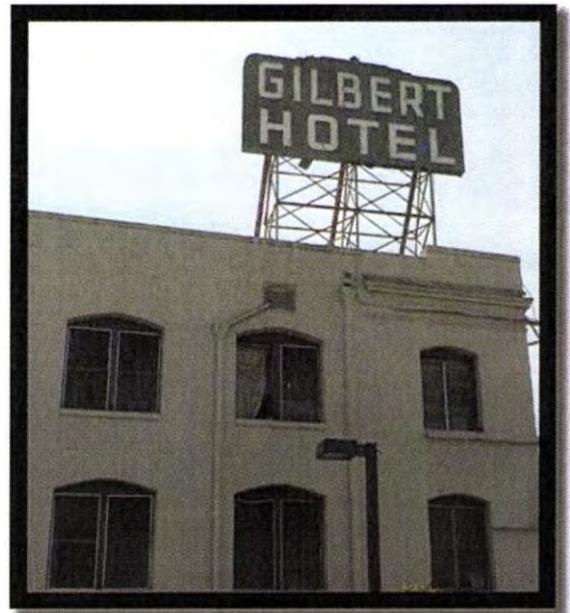
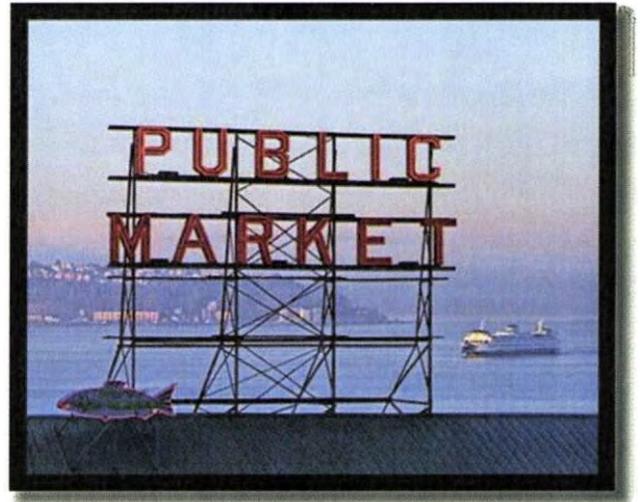
A sign located on the roof that by its construction materials, age, prominent location, unique design or craftsmanship, provides historic character, individuality, and a sense of place or orientation regarding clues to the building's history may be permitted in the Old Yellowstone District and South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

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

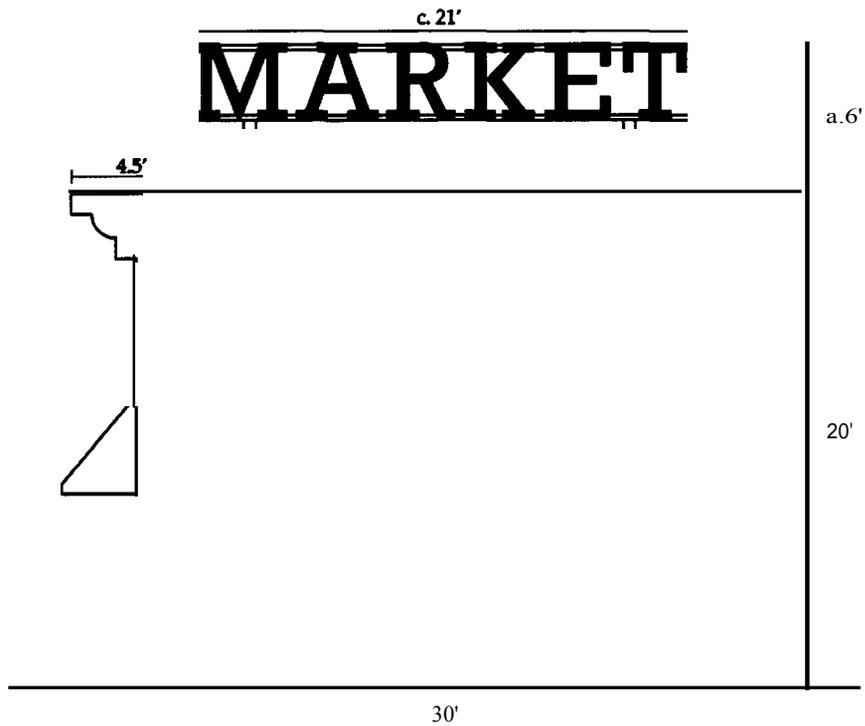


*Roof Signs shall be iconic and culturally significant to the nature of the District*

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



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



Not to Scale

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

SECTION 2:

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

PASSED ON 1<sup>st</sup> reading the 20<sup>th</sup> day of January, 2015.

PASSED ON 2<sup>nd</sup> reading the 3<sup>rd</sup> day of February, 2015.

PASSED, APPROVED, and ADOPTED on 3<sup>rd</sup> and final reading the 17<sup>th</sup> day of February, 2015.

Councilman Hopkins presented the foregoing consent agenda ordinance for adoption, on third reading. Seconded by Councilman Hedquist. Motion passed.

Following resolution read:

RESOLUTION NO. 15-32

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RIVER WORKS, INC., FOR THE MORAD PARK NORTH PLATTE RIVER RESTORATION PROJECT NO. 14-17

Councilman Johnson presented the foregoing resolution for adoption. Seconded by Councilman Sandoval.

City Manager Patterson provided a brief report.

Tina Krueger, of Steady Stream Hydrology, Sheridan, Wyoming, addressed Council regarding the rejection of the lowest bidder for this project.

Ben Barnum, of Barnum, Inc., Buffalo, Wyoming, also addressed Council regarding the rejection of the lowest bidder for this project.

Nathan Jean, Stantec Consulting, 2950 East Harmony Road, Fort Collins, Colorado, as the City's consultant, addressed the qualification requirements established for this project which resulted in rejection of the lowest bidder.

Tom Swanson, co-chair of the River Restoration Advisory Committee, spoke regarding the decision by the committee to recommend the second lowest bidder for this project because of the qualifications presented by the lowest bidder.

Andrew Beamer, City of Casper Engineer, also addressed Council regarding the qualifications of the bidders for this project.

After much discussion and questioning of the consultant and other speakers, Councilman Hopkins called for the question. There being no objection to the call for question, a vote on the resolution resulted in Councilmen Hedquist, Mundell, Pacheco, and Mayor Powell voting nay, and all other Councilmembers voting in favor. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-24

A RESOLUTION ESTABLISHING PUBLIC FEES FOR FINGERPRINTING SERVICES PERFORMED BY THE CASPER POLICE DEPARTMENT.

RESOLUTION NO. 15-25

A RESOLUTION AUTHORIZING A CONTRACT WITH QWEST CORPORATION D/B/A CENTURYLINK, TO PROVIDE TWO (2) ISDN PRS VOICE/DATA LINES.

RESOLUTION NO. 15-26

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE APPLICATIONS FOR THE ANNEXATION OF A 6.72 ACRE PARCEL, A PLAT, AND ZONE CHANGE TO CREATE THE PROPOSED BEGONIA BLUFFS ADDITION TO THE CITY OF CASPER.

RESOLUTION NO. 15-27

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KNIFE RIVER, INCL, FOR THE COMPOST YARD IMPROVEMENTS PROJECT NO. 13-47.

RESOLUTION NO. 15-28

A RESOLUTION AUTHORIZING APPROVAL OF A GRANT AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES PROGRAM GRANT FOR ADA RAMPS, SIDEWALKS, AND SCHOOL ZONE FLASHERS FOR CASPER AREA SCHOOLS.

RESOLUTION NO. 15-29

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RECYKLING INDUSTRIAL REPAIRS TO ASSEMBLE THE NORTH BALER AND REPRESENT THE CITY DURING BALER STARTUP.

RESOLUTION NO. 15-30

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HASELDEN WYOMING CONSTRUCTORS, LLC, FOR THE ICE ARENA RUBBER FLOORING PROJECT.

RESOLUTION NO. 15-31

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH LONG MECHANICAL SOLUTIONS, FOR PROFESSIONAL SERVICES FOR THE CITY HALL HVAC NETWORK UPDATES.

RESOLUTION NO. 15-33

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING, FOR PROFESSIONAL SERVICES FOR THE 15<sup>TH</sup> STREET AND ELM STREET IMPROVEMENTS.

Councilman Pacheco presented the foregoing nine (9) resolutions for adoption. Seconded by Councilman Johnson. Councilman Hedquist abstained from voting on Resolution No. 15-33. Motion passed.

Individuals addressing the Council were: Dennis Steensland, 533 South Washington Street, regarding the River Restoration contract and the YMCA project (pipeline); Paul Paad 2781 Cherokee Lane, regarding the renewal of the Powder River VFW limited retail liquor license; Pat Sweeney, 123 West “E” Street, regarding the liquor license renewals, sewer plant costs, and pipeline project at the YMCA; Woody Giles, 290 East Magnolia, regarding the return of unallocated 1% funds to the citizens; and Connie Cropsey, 940 Waterford Street, also about the refund of 1% funds to citizens.

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, February 24, 2015, and at 7:00 a.m., Friday, February 27, 2015, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 3, 2015, in the Council Chambers.

Moved by Councilman Pacheco, seconded by Councilman Cathey, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 10:05 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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V. H. McDonald  
City Clerk

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Charlie Powell  
Mayor

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

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

15-01-296 POSTAGE

\$73.51

**\$73.51** Subtotal for Dept. Casper Events Center

15-01-299 POSTAGE

\$17.93

**\$17.93** Subtotal for Dept. Fort Caspar

15-01-301 POSTAGE

\$5.22

**\$5.22** Subtotal for Dept. Hogadon

15-01-309 POSTAGE

\$511.64

**\$511.64** Subtotal for Dept. Police

15-01-305 POSTAGE

\$13.68

**\$13.68** Subtotal for Dept. Police Grants

15-01-311 POSTAGE

\$8.55

**\$8.55** Subtotal for Dept. Property & Liability Insurance

15-01-306 POSTAGE

\$57.00

**\$57.00** Subtotal for Dept. Water

**\$687.53** Subtotal for Vendor

## ADAM HIATT

RIN0024953 TRAVEL REIMBURSEMENT

\$41.98

**\$41.98** Subtotal for Dept. Information Services

**\$41.98** Subtotal for Vendor

## ADAMSON, APRIL

0023789664 REFUND

\$12.32

**\$12.32** Subtotal for Dept. Water

**\$12.32** Subtotal for Vendor

## ALAN/GARY MASS

RIN0025031 REFUND

\$23.54

**\$23.54** Subtotal for Dept. Water

**\$23.54** Subtotal for Vendor

## AMERICAN EAGLE CLEANING, LLC

4476 JANITORIAL SERVICES

\$2,150.00

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

**\$2,150.00** Subtotal for Vendor

## AMERICAN TITLE AGENCY, INC.

RIN0025018 CLOSING FEE

\$125.00

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

**\$125.00** Subtotal for Vendor

## AMERIGAS - CASPER

802171987 FUEL

\$142.50

3037392127 EQUIPMENT STORAGE BLDG. HEAT

\$1,393.84

**\$1,536.34** Subtotal for Dept. Balefill

**\$1,536.34** Subtotal for Vendor

## ANNA JONES

RIN0025020 REFUND

\$50.63

**\$50.63** Subtotal for Dept. Water

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

**ATLANTIC ELECTRIC, INC.**  
5601 REPAIRS

**\$50.63** Subtotal for Vendor

\$300.08  
**\$300.08** Subtotal for Dept. Golf Course

**\$300.08** Subtotal for Vendor

**BENNETT, PATRICK**  
0023789665 REFUND  
0023789665 REFUND

\$89.34  
\$75.00  
**\$164.34** Subtotal for Dept. Water

**\$164.34** Subtotal for Vendor

**BRYANT, KAREN**  
0023789662 REFUND

\$9.11  
**\$9.11** Subtotal for Dept. Water

**\$9.11** Subtotal for Vendor

**BYRD, MEGAN**  
0023742449 REFUND

\$18.44  
**\$18.44** Subtotal for Dept. Water

**\$18.44** Subtotal for Vendor

**CAITLIN/SCOTT LUCASH**  
RIN0025030 REFUND

\$16.78  
**\$16.78** Subtotal for Dept. Water

**\$16.78** Subtotal for Vendor

**CAPP CARLSON**  
RIN0025026 REFUND

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

**\$75.00** Subtotal for Vendor

**CARLTON, RYAN**  
0023742451 REFUND

\$57.14  
**\$57.14** Subtotal for Dept. Water

**\$57.14** Subtotal for Vendor

**CASPER AMATEUR HOCKEY**  
18858 COMMUNITY PROMOTIONS CASH FUND

\$4,070.00  
**\$4,070.00** Subtotal for Dept. Council

**\$4,070.00** Subtotal for Vendor

## CASPER AREA TRANSPORTATION COALITION

2015-105 JAN 15 CATC FTA EXPENSES	\$59,602.00
2015-103 JAN 15 CATC 1% EXPENSES	\$2,976.00
2015-104 JAN 15 THE BUS 1% EXPENSES	\$8,034.00
2015-101 JAN 15 CITY SIDE BUS EXPENSES	\$17,892.00
2015-106 JAN 15 THE BUS FTA EXPENSES	\$26,950.00
2015-102 JAN 15 CITY SIDE CATC EXPENSES	\$14,157.00

**\$129,611.00** Subtotal for Dept. C.A.T.C.

RIN0024957 CATC TICKET REIMBURSEMENT	\$2,060.00
RIN0024956 CATC TOKEN REIMBURSEMENT	\$5,020.00

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

**\$7,080.00** Subtotal for Dept. CDBG  
**\$136,691.00** Subtotal for Vendor

## CASPER RADIO GROUP MC-115013796 ADVERTISING

\$336.00  
**\$336.00** Subtotal for Dept. Ice Arena  
**\$336.00** Subtotal for Vendor

## CDW GOVERNMENT, INC. SK99866 APC BACK-UPS ES 750VA GRN UPS

\$89.97  
**\$89.97** Subtotal for Dept. Finance  
\$1,366.75  
**\$1,366.75** Subtotal for Dept. Information Services  
**\$1,456.72** Subtotal for Vendor

## SG52463 CITRIX LICENSES

## CENTURYLINK

RIN0024979 PHONE USE	\$42.65	
RIN0025002 PHONE USE	\$38.96	
RIN0024979 PHONE USE	\$74.34	
	<b>\$155.95</b>	Subtotal for Dept. Casper Events Center
RIN0025005 PHONE USE	\$5.14	
	<b>\$5.14</b>	Subtotal for Dept. Cemetery
RIN0024979 PHONE USE	\$63.25	
	<b>\$63.25</b>	Subtotal for Dept. City Hall
RIN0024979 PHONE USE	\$85.58	
RIN0024979 PHONE USE	\$64.96	
	<b>\$150.54</b>	Subtotal for Dept. Communications Center
RIN0024979 PHONE USE	\$37.55	
	<b>\$37.55</b>	Subtotal for Dept. Engineering
RIN0024979 PHONE USE	\$477.08	
	<b>\$477.08</b>	Subtotal for Dept. Fire
RIN0024979 PHONE USE	\$155.07	
	<b>\$155.07</b>	Subtotal for Dept. Metro Animal
RIN0024979 PHONE USE	\$42.36	
	<b>\$42.36</b>	Subtotal for Dept. Municipal Court
RIN0024979 PHONE USE	\$69.96	
	<b>\$69.96</b>	Subtotal for Dept. Parking
RIN0024979 PHONE USE	\$37.55	
	<b>\$37.55</b>	Subtotal for Dept. Police
RIN0024984 PHONE USE	\$36.18	
	<b>\$36.18</b>	Subtotal for Dept. Sewer
RIN0025002 PHONE USE	\$37.55	
	<b>\$37.55</b>	Subtotal for Dept. Streets
RIN0024979 PHONE USE	\$46.91	
	<b>\$46.91</b>	Subtotal for Dept. Traffic
RIN0025002 PHONE USE	\$37.31	
	<b>\$37.31</b>	Subtotal for Dept. Waste Water
	<b>\$1,352.40</b>	Subtotal for Vendor

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

## CHARTER

RIN0024986 INTERNET SERVICE JAN 2015	\$2.22		
	<b>\$2.22</b>	Subtotal for Dept.	Aquatics
RIN0024986 INTERNET SERVICE JAN 2015	\$16.67		
	<b>\$16.67</b>	Subtotal for Dept.	Balefill
RIN0024986 INTERNET SERVICE JAN 2015	\$4.44		
	<b>\$4.44</b>	Subtotal for Dept.	Buildings And Grounds
RIN0024986 INTERNET SERVICE JAN 2015	\$25.56		
	<b>\$25.56</b>	Subtotal for Dept.	Casper Events Center
RIN0024986 INTERNET SERVICE JAN 2015	\$4.44		
	<b>\$4.44</b>	Subtotal for Dept.	Cemetery
RIN0024986 INTERNET SERVICE JAN 2015	\$7.78		
	<b>\$7.78</b>	Subtotal for Dept.	City Attorney
RIN0024986 INTERNET SERVICE JAN 2015	\$6.67		
	<b>\$6.67</b>	Subtotal for Dept.	City Manager
RIN0024986 INTERNET SERVICE JAN 2015	\$13.33		
	<b>\$13.33</b>	Subtotal for Dept.	Code Enforcement
RIN0024986 INTERNET SERVICE JAN 2015	\$8.89		
	<b>\$8.89</b>	Subtotal for Dept.	Communications Center
RIN0024986 INTERNET SERVICE JAN 2015	\$10.00		
	<b>\$10.00</b>	Subtotal for Dept.	Council
RIN0024986 INTERNET SERVICE JAN 2015	\$14.44		
	<b>\$14.44</b>	Subtotal for Dept.	Engineering
RIN0024986 INTERNET SERVICE JAN 2015	\$32.23		
	<b>\$32.23</b>	Subtotal for Dept.	Finance
RIN0024986 INTERNET SERVICE JAN 2015	\$33.33		
	<b>\$33.33</b>	Subtotal for Dept.	Fire
RIN0024986 INTERNET SERVICE JAN 2015	\$5.56		
	<b>\$5.56</b>	Subtotal for Dept.	Fort Caspar
RIN0024986 INTERNET SERVICE JAN 2015	\$13.33		
	<b>\$13.33</b>	Subtotal for Dept.	Garage
RIN0024986 INTERNET SERVICE JAN 2015	\$3.33		
	<b>\$3.33</b>	Subtotal for Dept.	Golf Course
RIN0024986 INTERNET SERVICE JAN 2015	\$6.67		
	<b>\$6.67</b>	Subtotal for Dept.	Hogadon
RIN0024986 INTERNET SERVICE JAN 2015	\$8.89		
	<b>\$8.89</b>	Subtotal for Dept.	Human Resources
RIN0024986 INTERNET SERVICE JAN 2015	\$4.44		
	<b>\$4.44</b>	Subtotal for Dept.	Ice Arena
RIN0024986 INTERNET SERVICE JAN 2015	\$17.78		
	<b>\$17.78</b>	Subtotal for Dept.	Information Services
RIN0024986 INTERNET SERVICE JAN 2015	\$7.78		
	<b>\$7.78</b>	Subtotal for Dept.	Metro Animal
RIN0024986 INTERNET SERVICE JAN 2015	\$14.44		
	<b>\$14.44</b>	Subtotal for Dept.	Municipal Court
RIN0024986 INTERNET SERVICE JAN 2015	\$6.67		

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

	\$6.67	Subtotal for Dept.	Parks
RIN0024986 INTERNET SERVICE JAN 2015	\$10.00		
	\$10.00	Subtotal for Dept.	Planning
RIN0024986 INTERNET SERVICE JAN 2015	\$105.56		
	\$105.56	Subtotal for Dept.	Police
RIN0024986 INTERNET SERVICE JAN 2015	\$8.89		
	\$8.89	Subtotal for Dept.	Recreation
RIN0024986 INTERNET SERVICE JAN 2015	\$4.44		
	\$4.44	Subtotal for Dept.	Streets
RIN0024986 INTERNET SERVICE JAN 2015	\$6.67		
	\$6.67	Subtotal for Dept.	Traffic
RIN0024986 INTERNET SERVICE JAN 2015	\$14.44		
	\$14.44	Subtotal for Dept.	Waste Water
RIN0024986 INTERNET SERVICE JAN 2015	\$16.67		
RIN0024986 INTERNET SERVICE JAN 2015	\$4.44		
	\$21.11	Subtotal for Dept.	Water
RIN0024986 INTERNET SERVICE JAN 2015	\$10.00		
	\$10.00	Subtotal for Dept.	Water Treatment Plant
	\$450.00	Subtotal for Vendor	
<b>CHARTER MEDIA</b>			
INV-1587139 HOG. TV ADS, DEC '14, JAN '15	\$243.10		
	\$243.10	Subtotal for Dept.	Hogadon
	\$243.10	Subtotal for Vendor	
<b>CHERIE STRANG</b>			
RIN0024991 REFUND	\$1,472.30		
	\$1,472.30	Subtotal for Dept.	Health Insurance
	\$1,472.30	Subtotal for Vendor	
<b>CHRISTIANA DVARSKIS</b>			
RIN0025028 REFUND	\$50.00		
	\$50.00	Subtotal for Dept.	Water
	\$50.00	Subtotal for Vendor	
<b>CIVIL ENGINEERING PROFESSIONALS, INC.</b>			
15-102-01 CITY SURVEYING SERVICES	\$327.50		
	\$327.50	Subtotal for Dept.	Engineering
12-68-25 ZONE II/III POPLAR 39TH WATER	\$636.22		
12-68-25 ZONE II/III POPLAR 39TH WATER	\$638.78		
	\$1,275.00	Subtotal for Dept.	Water
	\$1,602.50	Subtotal for Vendor	
<b>CLERK OF CIRCUIT COURT</b>			
RIN0024989 GARNISHMENT	\$524.85		
	\$524.85	Subtotal for Dept.	Casper Events Center
RIN0024989 GARNISHMENT	\$620.08		
	\$620.08	Subtotal for Dept.	Garage
RIN0024989 GARNISHMENT	\$720.95		
	\$720.95	Subtotal for Dept.	General Fund

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

**\$1,865.88** Subtotal for Vendor

## CNIC HEALTH SOLUTIONS, INC.

RIN0024977 FEE  
RIN0024976 FEE

\$92.60  
\$2,282.54  
**\$2,375.14** Subtotal for Dept. Health Insurance  
**\$2,375.14** Subtotal for Vendor

## COMMUNICATION TECHNOLOGIES, INC.

72447 BATTERIES FOR TOWER SITE  
72264 WIRELESS INTERNET

\$7,908.80  
\$27,068.92  
**\$34,977.72** Subtotal for Dept. Communications Center

72237 REPAIRS  
72267 REPAIRS  
72805 REPAIRS  
72246 REPAIRS  
72238 REPAIRS

\$31.47  
\$49.00  
\$49.00  
\$31.47  
\$403.48  
**\$564.42** Subtotal for Dept. Police

72264 POINT TO POINT WIRELESS

\$31,567.08  
**\$31,567.08** Subtotal for Dept. Police Grants  
**\$67,109.22** Subtotal for Vendor

## COMTRONIX, INC.

43542 TELECOMMUNICATIONS  
43518 TELECOMMUNICATIONS

\$113.40  
\$159.00  
**\$272.40** Subtotal for Dept. Communications Center  
**\$272.40** Subtotal for Vendor

## CRIME SCENE INFORMATION

157-12-036 CRIME STOPPERS LINE

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

## DALE BUCKINGHAM ARCHITECTS

2316 ARCH/ENGINEERING AND CA FOR MU

\$755.22  
**\$755.22** Subtotal for Dept. Golf Course  
**\$755.22** Subtotal for Vendor

## DARRELL FUN

RIN0025029 REFUND

\$54.70  
**\$54.70** Subtotal for Dept. Water  
**\$54.70** Subtotal for Vendor

## DAVIDSON FIXED INCOME MGMT.

CM5916 FIXED INCOME MGT FEES

\$6,906.50  
**\$6,906.50** Subtotal for Dept. Finance  
**\$6,906.50** Subtotal for Vendor

## DAY, BROOKE

0023789666 REFUND

\$43.34  
**\$43.34** Subtotal for Dept. Water  
**\$43.34** Subtotal for Vendor

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

## DELL MARKETING LP

XJMK3D121 VLA WINDOWS REMOTE DESKTOP CIT

\$77.57

**\$77.57** Subtotal for Dept. Casper Events Center

XJMP3N8W2 LICENSE

\$587.63

**\$587.63** Subtotal for Dept. Police

**\$665.20** Subtotal for Vendor

## DENNIS BIENVENU

RIN0025023 REFUND

\$47.08

**\$47.08** Subtotal for Dept. Water

**\$47.08** Subtotal for Vendor

## DENNIS PUMFORD

RIN0024961 REFUND

\$150.00

RIN0024954 REFUND

\$75.00

**\$225.00** Subtotal for Dept. Recreation

**\$225.00** Subtotal for Vendor

## DESERT MTN. CORP.

14-38066 ICE SLICER

\$4,911.09

14-38065 ICE SLICER

\$4,891.86

**\$9,802.95** Subtotal for Dept. Streets

**\$9,802.95** Subtotal for Vendor

## ECOLAB PEST ELIMINATION DIV., INC.

5380285 PEST CONTROL

\$76.00

5380286 PEST CONTROL

\$202.34

**\$278.34** Subtotal for Dept. Casper Events Center

**\$278.34** Subtotal for Vendor

## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

3113 COUNTRY CLUB RD-WY BLVD TO ARD

\$1,148.50

**\$1,148.50** Subtotal for Dept. Streets

3109 2ND ST WATER MAIN LOOP PROJECT

\$10,212.68

**\$10,212.68** Subtotal for Dept. Water

**\$11,361.18** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1033723 DEC 2014 RETAIL CR CARD FEES

\$156.52

REMI1033730 DEC 2014 CREDIT CARD CHARGES

\$437.77

**\$594.29** Subtotal for Dept. Casper Events Center

REMI1040713 CREDIT CARD FEES

\$1,582.39

REMI1033722 CREDIT CARD FEES

\$2,784.34

**\$4,366.73** Subtotal for Dept. Finance

REMI1033726 DEC 2014 CREDIT CARDS FEES

\$499.72

**\$499.72** Subtotal for Dept. Hogadon

**\$5,460.74** Subtotal for Vendor

## FIRST INTERSTATE BANK

RIN0024995 SUPPLIES

\$50.00

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

RIN0025006 SERVICE CHARGES

\$1,225.33

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

**\$1,225.33** Subtotal for Dept. Finance  
**\$1,275.33** Subtotal for Vendor

## FOOD SVCS OF AMERICA

4831033 BEEF GRD CHUCK FRESH	\$409.56	
4833432 CREDIT - INCORRECT PRICING	(\$103.52)	
4832538 CREDIT	(\$515.92)	
4826350 POTATOES, CHEESE, BUTTERMILK,	\$735.33	
4827755 POTATOES, CHEESE, CREAMER, MEL	\$423.48	
4833430 BEEF PTY	\$72.00	
4836576 JUICE FUSION BLBRY, STRWBRY, P	\$1,102.00	
4831033 BEEF PTY, POTATOES, PRETZEL	\$756.63	
4834252 BEEF TOP RD, BUTTERMILK, CREAM	\$1,350.69	
4832537 BEEF GRD CHK, POTATOES SWT	\$359.60	
<b>\$4,589.85</b> Subtotal for Dept.		Casper Events Center
<b>\$4,589.85</b> Subtotal for Vendor		

## FREEMAN, ANGELA

0023789672 REFUND	\$13.36	
<b>\$13.36</b> Subtotal for Dept.		Water
<b>\$13.36</b> Subtotal for Vendor		

## GARY L. KASSAY

RIN0024988 TRAVEL REIMBURSEMENT	\$246.00	
<b>\$246.00</b> Subtotal for Dept.		Police
<b>\$246.00</b> Subtotal for Vendor		

## GARY MAYHUE

653840 CLOTHING REIMBURSEMENT	\$125.73	
<b>\$125.73</b> Subtotal for Dept.		Buildings And Grounds
<b>\$125.73</b> Subtotal for Vendor		

## GLACKEN AND ASSOCIATES

3F.D. INVESTIGATION CLASS -FD	\$275.00	
<b>\$275.00</b> Subtotal for Dept.		Fire
<b>\$275.00</b> Subtotal for Vendor		

## GOLDER ASSOCIATES

403722 CRL ENVIRONMENTAL MONITORING A	\$2,149.88	
406556 CRL ENVIRONMENTAL MONITORING A	\$841.07	
406557 BALEFILL POST CLOSURE MON/REPO	\$3,051.65	
<b>\$6,042.60</b> Subtotal for Dept.		Balefill
<b>\$6,042.60</b> Subtotal for Vendor		

## GSG ARCHITECTURE

17803 LANDFILL EQUIPMENT BUILDING	\$5,437.50	
<b>\$5,437.50</b> Subtotal for Dept.		Balefill
17798 REC CENTER FACILITY UPGRADE 14	\$21,350.00	
<b>\$21,350.00</b> Subtotal for Dept.		Casper Recreation Center
<b>\$26,787.50</b> Subtotal for Vendor		

## HARRIS WASTE MGMT GROUP, INC.

975063 ISOLATING DOOR CYL. S. BALER	\$3,281.50	
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# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

975137 O-RING FOR BALER REPAIRS

\$24.46

**\$3,305.96** Subtotal for Dept. Balefill

**\$3,305.96** Subtotal for Vendor

## HARRISON, MICHAEL/VELMA

0023789668 REFUND

\$12.37

**\$12.37** Subtotal for Dept. Water

**\$12.37** Subtotal for Vendor

## HATCHER, BEN

0023742450 REFUND

\$16.13

**\$16.13** Subtotal for Dept. Water

**\$16.13** Subtotal for Vendor

## HDR ENGINEERING, INC.

00435487-H STUDIES, ETC RE: WATER RIGHTS

\$1,980.11

**\$1,980.11** Subtotal for Dept. Water

**\$1,980.11** Subtotal for Vendor

## HEDQUIST CONSTRUCTION, INC.

RIN0025008 ZONE II/III WATER

RIN0025008 ZONE II/III WATER

\$24,052.71

\$23,956.69

**\$48,009.40** Subtotal for Dept. Water

**\$48,009.40** Subtotal for Vendor

## HEWLETT PACKARD

55392678 COMPUTER L BECHER

\$968.28

**\$968.28** Subtotal for Dept. Planning

**\$968.28** Subtotal for Vendor

## HOMAX OIL SALES, INC.

CL61344 FUEL

\$5,161.07

**\$5,161.07** Subtotal for Dept. Water

**\$5,161.07** Subtotal for Vendor

## HOWARD LORENZEN

RIN0025027 REFUND

\$75.00

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

**\$75.00** Subtotal for Vendor

## JC BURGERS-TOMI THOMPSON

0023789670 REFUND

\$41.50

**\$41.50** Subtotal for Dept. Water

**\$41.50** Subtotal for Vendor

## JENNIFER HORTON

RIN0025021 REFUND

\$56.37

**\$56.37** Subtotal for Dept. Water

**\$56.37** Subtotal for Vendor

## JENNIFER SCOTT

RIN0024996 TUITION REIMBURSEMENT

\$1,248.75

**\$1,248.75** Subtotal for Dept. Fire

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

**\$1,248.75** Subtotal for Vendor

**JENSEN, STEPHEN**  
0023789674 REFUND

\$13.13  
**\$13.13** Subtotal for Dept. Water  
**\$13.13** Subtotal for Vendor

**JERAMIE WATSON**  
RIN0024975 CLOTHING REIMBURSEMENT

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

**JON PETERSON**  
RIN0025012 TRAVEL REIMBURSEMENT

\$118.00  
**\$118.00** Subtotal for Dept. Police  
**\$118.00** Subtotal for Vendor

**KCWY-TV**  
63949-2 ADVERTISING

\$297.50  
**\$297.50** Subtotal for Dept. Hogadon  
**\$297.50** Subtotal for Vendor

**KELLY DELANO**  
RIN0024990 REFUND

\$192.00  
**\$192.00** Subtotal for Dept. Water  
**\$192.00** Subtotal for Vendor

**KLQQ-FM**  
15010618 ADVERTISING

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

**KTWO TELEVISION**  
16029 ADVERTISING

\$400.00  
**\$400.00** Subtotal for Dept. Hogadon  
**\$400.00** Subtotal for Vendor

**KYLEE CASCIATO**  
RIN0025025 REFUND

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

**LABOR READY CENTRAL, INC.**

19322927 LABOR  
19331348 LABOR  
19349538 LABOR  
19349537 LABOR  
19322926 LABOR

\$596.00  
\$454.08  
\$1,504.15  
\$2,738.69  
\$659.85  
**\$5,952.77** Subtotal for Dept. Casper Events Center  
**\$5,952.77** Subtotal for Vendor

**LILLARD & CLARK - WY.**  
RIN0024841 RETAINAGE 10-41

\$48,419.00  
**\$48,419.00** Subtotal for Dept. Waste Water

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

**\$48,419.00** Subtotal for Vendor

**LOESCHEN, DREW**  
0023742452 REFUND

\$53.68  
**\$53.68** Subtotal for Dept. Water  
**\$53.68** Subtotal for Vendor

**MANPOWER, INC.**  
28274423 LABOR

\$712.08  
**\$712.08** Subtotal for Dept. Casper Events Center  
**\$712.08** Subtotal for Vendor

**MARK MORA**  
RIN0024992 REFUND

\$340.36  
**\$340.36** Subtotal for Dept. Refuse Collection  
**\$340.36** Subtotal for Vendor

**MARSHALL, CINDY/JEFF**  
0023789667 REFUND

\$35.31  
**\$35.31** Subtotal for Dept. Water  
**\$35.31** Subtotal for Vendor

**MARTS,RICHARD/LEWIS,JESSI**  
0023789673 REFUND

\$36.95  
**\$36.95** Subtotal for Dept. Water  
**\$36.95** Subtotal for Vendor

**MOTOROLA SOLUTIONS**  
78291895 MAINT AGREE

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

**MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS**

7949 INTERNET SERVICE

\$512.50  
**\$512.50** Subtotal for Dept. Communications Center

7948 INTERNET SERVICE

\$1,015.00  
**\$1,015.00** Subtotal for Dept. Police  
**\$1,527.50** Subtotal for Vendor

**MUNICIPAL CODE CORP.**

00251829 MUNI CODE UPDATE

\$35.30  
**\$35.30** Subtotal for Dept. Casper Events Center

00251829 MUNI CODE UPDATE

\$247.02  
**\$247.02** Subtotal for Dept. City Attorney

00251829 MUNI CODE UPDATE

\$141.20  
**\$141.20** Subtotal for Dept. City Manager

00251829 MUNI CODE UPDATE

\$141.20  
**\$141.20** Subtotal for Dept. Code Enforcement

00251829 MUNI CODE UPDATE

\$35.30  
**\$35.30** Subtotal for Dept. Communications Center

00251829 MUNI CODE UPDATE

\$141.20  
**\$141.20** Subtotal for Dept. Council

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00251829 MUNI CODE UPDATE	\$70.60		
	<b>\$70.60</b>	Subtotal for Dept.	Engineering
00251829 MUNI CODE UPDATE	\$70.60		
	<b>\$70.60</b>	Subtotal for Dept.	Municipal Court
00251829 MUNI CODE UPDATE	\$35.30		
	<b>\$35.30</b>	Subtotal for Dept.	Parks
00251829 MUNI CODE UPDATE	\$105.90		
	<b>\$105.90</b>	Subtotal for Dept.	Planning
00251829 MUNI CODE UPDATE	\$176.50		
	<b>\$176.50</b>	Subtotal for Dept.	Police
00251829 MUNI CODE UPDATE	\$35.30		
	<b>\$35.30</b>	Subtotal for Dept.	Refuse Collection
00251829 MUNI CODE UPDATE	\$35.30		
	<b>\$35.30</b>	Subtotal for Dept.	Water
	<b>\$1,270.72</b>	Subtotal for Vendor	

## MYERS, NOAH

0023789675 REFUND	\$29.10		
	<b>\$29.10</b>	Subtotal for Dept.	Water
	<b>\$29.10</b>	Subtotal for Vendor	

## NATIONAL INTERCOLLEGIATE RODEO ASSOCIATION

RIN0025004 SPONSORSHIP	\$16,500.00		
	<b>\$16,500.00</b>	Subtotal for Dept.	Council
	<b>\$16,500.00</b>	Subtotal for Vendor	

## NATRONA COUNTY CLERK

RIN0024987 RECORDING	\$195.00		
	<b>\$195.00</b>	Subtotal for Dept.	Planning
0025016 RECORDING	\$30.00		
	<b>\$30.00</b>	Subtotal for Dept.	Engineering
0025016 RECORDING	\$207.00		
	<b>\$207.00</b>	Subtotal for Dept.	Planning
	<b>\$432.00</b>	Subtotal for Vendor	

## NATRONA COUNTY HEALTH DEPT.

0021814-IN MONTHLY FUNDING	\$50,000.00		
	<b>\$50,000.00</b>	Subtotal for Dept.	Social Community Services
	<b>\$50,000.00</b>	Subtotal for Vendor	

## NAUGLE, TIM

0023789669 REFUND	\$37.19		
	<b>\$37.19</b>	Subtotal for Dept.	Water
	<b>\$37.19</b>	Subtotal for Vendor	

## NEVE'S UNIFORMS, INC.

NE36060 UNIFORMS	\$54.95		
NE36146 UNIFORMS	\$109.90		
NE36111 UNIFORMS	\$54.95		
NE36059 UNIFORMS	\$64.95		
NE36051 UNIFORMS	\$19.94		

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

NE36050 UNIFORMS

\$19.94

**\$324.63** Subtotal for Dept. Police

**\$324.63** Subtotal for Vendor

## NORDIC SOUND INCORPORATED

140226 CASPER CITY COUNCIL CHAMBERS

\$1,937.00

140226 CASPER CITY COUNCIL CHAMBERS

\$36,126.00

**\$38,063.00** Subtotal for Dept. Council

**\$38,063.00** Subtotal for Vendor

## NORTH PARK TRANSPORTATION

08730813 FREIGHT ON 3-WAY VALVE

\$118.18

**\$118.18** Subtotal for Dept. Waste Water

**\$118.18** Subtotal for Vendor

## NORWOOD, PHILLIP

0023789663 REFUND

\$9.10

**\$9.10** Subtotal for Dept. Water

**\$9.10** Subtotal for Vendor

## OHLSON LAVOIE CORPORATION

111209 MIKE SEDAR POOL RECONSTRUCTION

\$10,350.00

**\$10,350.00** Subtotal for Dept. Aquatics

**\$10,350.00** Subtotal for Vendor

## ONE CALL OF WY.

37371 JAN15 LOCATE TICKETS

\$166.50

**\$166.50** Subtotal for Dept. Sewer

37371 JAN15 LOCATE TICKETS

\$203.50

**\$203.50** Subtotal for Dept. Water

**\$370.00** Subtotal for Vendor

## OVERHEAD DOOR CO., INC.

178150 REPAIRS

\$485.64

**\$485.64** Subtotal for Dept. Casper Events Center

**\$485.64** Subtotal for Vendor

## PACIOLAN, INC.

0000068674 JANUARY 2015 E-VENUE BILLING

\$1,741.35

**\$1,741.35** Subtotal for Dept. Casper Events Center

**\$1,741.35** Subtotal for Vendor

## P-CARD VENDORS

00024366 ATLAS OFFICE PRODUCTS - Purcha

\$11.04

00024422 NORCO INC - Purchase

\$231.02

00024284 ASSOCIATED SUPPLY - Purchase

\$443.87

00024489 HOBBY-LOBBY #0233 - Purchase

\$10.38

00024128 NORCO INC - Purchase

\$90.78

00024128 NORCO INC - Purchase

\$28.00

00024686 ATLAS OFFICE PRODUCTS - Purcha

\$54.12

00024330 AMAZON MKTPLACE PMTS - Credit

(\$4.25)

**\$864.96** Subtotal for Dept. Aquatics

00024080 SAMSClub #6425 - Purchase

\$131.96

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00024147	QUALITY OFFICE SOLUTIO - Purch	\$29.78	
00024536	WYOMING MACHINERY CO - Purchas	\$158.46	
00024637	SAMSCLUB #6425 - Credit	(\$12.90)	
00024174	QUALITY OFFICE SOLUTIO - Purch	\$17.24	
00024168	WYOMING MACHINERY CO - Purchas	\$8,648.78	
00024014	BAILEYS ACE HARDWARE - Purchas	\$13.07	
00024591	BAILEYS ACE HARDWARE - Purchas	\$71.43	
00024426	OREILLY AUTO 00027466 - Purch	\$13.78	
00024326	WYOMING RENTS - Purchase	\$20.00	
00024107	HARBOR FREIGHT TOOLS 3 - Purch	\$33.95	
00024597	WYOMING MACHINERY CO - Purchas	\$61.82	
00024244	QUALITY OFFICE SOLUTIO - Purch	\$111.53	
00024575	ADVANCED HYDRAULIC AND - Purch	\$45.36	
00023894	THE HOME DEPOT 6001 - Purchase	\$138.08	
00024080	SAMSCLUB #6425 - Purchase	\$48.24	
00024080	SAMSCLUB #6425 - Purchase	\$114.87	
00024093	DECKER AUTO GLASS - Purchase	\$168.25	
00024155	ALSCO SLCAS - Purchase	\$218.88	
00024412	BARGREEN WYOMING 25 - Purchase	\$2.00	
00024193	FEDEX OFFICE 00009423 - Purch	\$18.00	
00024059	SQ ATLANTIC ELECTRIC, - Purch	\$1,437.64	
00024627	SAMSCLUB #6425 - Purchase	\$214.68	
00023416	WYOMING MACHINERY CO - Purchas	\$1,852.35	
00023522	INTERSTATE PLASTICS - Purchase	\$327.95	
00024123	QUALITY OFFICE SOLUTIO - Purch	\$32.66	
00024371	TERMINIX - Purchase	\$130.00	
00024306	HOWARD SUPPLY COMPANY - Purcha	\$130.97	
		<b>\$14,178.83</b>	<b>Subtotal for Dept. Balefill</b>
00024568	BARGREEN WYOMING 25 - Purchase	\$37.95	
00024354	HOSE & RUBBER SUPPLY - Purchas	\$9.46	
00024227	BLOEDORN LUMBER CASPER - Purch	\$4.24	
00024527	BARGREEN WYOMING 25 - Purchase	\$40.20	
00024159	WALGREENS #7462 - Credit	(\$5.00)	
00024516	SHERWIN WILLIAMS #3439 - Purch	\$43.23	
00024169	WALGREENS #7462 - Purchase	\$5.00	
00024215	DIAMOND VOGEL PAINT #7 - Purch	\$38.78	
00024156	NORCO INC	\$80.25	
00024216	CASPER WINNELSON CO - Purchase	\$21.88	
00024156	NORCO INC	\$145.21	
00023434	NORCO INC - Purchase	\$26.84	
00024129	HOSE & RUBBER SUPPLY - Purchas	\$35.84	
00024653	BARGREEN WYOMING 25 - Purchase	\$28.70	
00024247	NORCO INC - Purchase	\$80.00	
00024429	HOSE & RUBBER SUPPLY - Purchas	\$7.83	
00024273	TOP OFFICE PRODUCTS - Purchase	\$257.50	
00024155	ALSCO SLCAS - Purchase	\$179.84	
00024327	CASPER WINNELSON CO - Purchase	\$10.50	
00024559	CASPER WINNELSON CO - Purchase	\$28.98	
00024156	NORCO INC - Purchase	\$547.06	
00024182	DIAMOND VOGEL PAINT #7 - Purch	\$46.69	

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00023248 NORCO INC - Purchase	\$44.61	
	<b>\$1,715.59</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
00023636 SAMS CLUB #6425 - Purchase	\$18.46	
00023688 LIQUOR SHED - Purchase	\$9.15	
00024432 WW GRAINGER - Purchase	\$35.26	
00023673 BURBACK'S REFRIGERATIO - Purch	\$441.39	
00023672 SAMS CLUB #6425 - Purchase	\$84.34	
00024506 WW GRAINGER - Purchase	\$34.74	
00024484 TAXI SERVICE - Purchase	\$25.10	
00024254 LITTLE AMERICA CHEYE - Purchas	\$25.36	
00024524 UNITED 01626020068702 - Pur	\$25.00	
00024497 WW GRAINGER - Purchase	\$20.82	
00023568 TARGET 00001644 - Purch	\$14.71	
00024463 ATLAS OFFICE PRODUCTS - Purcha	\$1.78	
00024492 SUPPLIES ON THE FLY - Credit	(\$26.54)	
00024469 MCDONALD'S F11628 - Purchase	\$9.39	
00024178 SAFEWAY STORE00024687 - Purch	\$38.26	
00024745 TIPS/HEALTH COMMUNICAT - Purch	\$123.09	
00024241 LITTLE AMERICA CHEYE - Purchas	\$25.20	
00024270 SAMS CLUB #6425 - Purchase	\$60.86	
00024704 WW GRAINGER - Purchase	\$24.79	
00024341 UNITED 01626018937001 - Pur	\$25.00	
00024118 ALSCO SLCAS - Purchase	\$826.45	
00024369 UNITED 01626018958756 - Pur	\$25.00	
00024622 CPU VENTURE TECH NETWO - Purch	\$238.00	
00024438 THE ISLAND HOTEL F AND - Purch	\$91.76	
00024652 WALGREENS #7601 - Purchase	\$85.47	
00024461 WW GRAINGER - Purchase	\$45.27	
00024435 LONG BLDG. TECHNOLOGIE - Purch	\$4,246.00	
00024537 CNCIA PARKING - Purchase	\$20.00	
00024529 THE ISLAND HOTEL - Purchase	\$912.72	
00024463 ATLAS OFFICE PRODUCTS - Purcha	\$13.96	
00024636 PEDENS INC. - Purchase	\$280.00	
00024534 WW GRAINGER - Purchase	\$33.09	
00024567 UNITED 01626020067932 - Pur	\$25.00	
00024406 IN WYOMING LOCK AND S - Purch	\$22.00	
00024246 CALIFORNIA YELLOW CAB - Purcha	\$21.74	
00024258 THE HOME DEPOT 6001 - Purchase	\$43.99	
00023672 SAMS CLUB #6425 - Purchase	\$31.12	
00024316 FINANCIAL SERVICES - Purchase	\$749.00	
00023650 SAMSCLUB #6425 - Credit	(\$84.34)	
00024347 LETZ'S RADIO SUPPLY - Purchase	\$96.45	
00024266 LITTLE AMERICA CHEYE - Purchas	\$6.20	
00024319 LITTLE AMERICA CHEYE - Purchas	\$7.10	
00024300 CHEYENNE LITTLE AMERIC - Purch	\$130.90	
00024556 WW GRAINGER - Purchase	\$11.03	
00024378 WW GRAINGER - Purchase	\$95.80	
00024546 STARBUCKS TERM30111512 - Purch	\$9.72	
00023959 WM SUPERCENTER #1617 - Purchas	\$39.62	
00024085 SAMSCLUB #6425 - Purchase	\$73.68	

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00024332	DNC TRAVEL HOSPITA - Purchase	\$29.33		
00024328	ALL OUT FIRE EXTINGUIS - Purch	\$804.00		
00024399	COLD FRONT DISTRIBUTIO - Purch	\$379.68		
00024219	NORCO INC - Purchase	\$65.77		
00024072	COLD FRONT DISTRIBUTIO - Purch	\$402.72		
00024338	ATLAS OFFICE PRODUCTS - Purcha	\$90.52		
00023926	SAMSCLUB #6425 - Purchase	\$197.42		
00024557	THE ISLAND HOTEL - Purchase	\$1,014.51		
00024375	SUPPLIES ON THE FLY - Purchase	\$610.54		
00024232	FLEMING SUPPLY - Purchase	\$3.90		
00024278	WAL-MART #1617 - Purchase	\$17.28		
		<b>\$12,728.56</b>	<b>Subtotal for Dept.</b>	Casper Events Center
00024379	RESERVOIRS ENVIRONMENT - Purch	\$96.00		
		<b>\$96.00</b>	<b>Subtotal for Dept.</b>	CDBG
00024543	THE HOME DEPOT 6001 - Purchase	\$20.94		
		<b>\$20.94</b>	<b>Subtotal for Dept.</b>	Cemetery
00024403	THOMSON WEST TCD - Purchase	\$84.00		
00024417	THOMSON WEST TCD - Purchase	\$1,069.11		
00024201	TOP OFFICE PRODUCTS - Purchase	\$175.17		
		<b>\$1,328.28</b>	<b>Subtotal for Dept.</b>	City Attorney
00024526	CPU VENTURE TECH NETWO - Purch	\$1,843.00		
00024697	SAMSCLUB #6425 - Purchase	\$15.22		
00024309	BEST BUY 00015271 - Purch	\$1,299.99		
00024313	PILOT 00007591 - Purch	\$47.52		
00024744	SQ GREAT HARVEST BAKE - Purch	\$110.25		
00024250	SAMS CLUB #6425 - Purchase	\$99.98		
00023801	HOBBY-LOBBY #0233 - Purchase	\$11.54		
00023586	HOLIDAY OIL #39 - Purchase	\$8.00		
00023755	SQ GREAT HARVEST BAKE - Purch	\$93.00		
00023626	MAVERIK CNTRY STR #2 - Purchas	\$30.60		
00024613	LEGENDS-GARDEN CAFE - Purchase	\$11.44		
00024607	SAMSCLUB #6683 - Purchase	\$44.33		
00024648	AMAZON MKTPLACE PMTS - Purchas	\$1,305.00		
00024213	ALBERTSONS #2060 - Purchase	\$18.54		
00024571	THE OLIVE GARD00018283 - Purch	\$94.29		
00024628	TEXACO 0306666 - Purchase	\$29.31		
00023581	MAVERIK CNTRY STR #2 - Purchas	\$38.16		
		<b>\$5,100.17</b>	<b>Subtotal for Dept.</b>	City Manager
00024410	OFFICE MAX - Purchase	\$15.74		
00024409	SAMSCLUB #6425 - Purchase	\$109.60		
00024617	VZWRLSS MY VZ VB P - Purchase	\$42.80		
00024363	ATLAS OFFICE PRODUCTS - Purcha	\$62.93		
00024573	INT'L CODE COUNCIL INC - Purch	\$276.00		
		<b>\$507.07</b>	<b>Subtotal for Dept.</b>	Code Enforcement
00024450	CHARTER COMM - Purchase	\$73.60		
00024493	ATLAS OFFICE PRODUCTS - Purcha	\$69.64		
		<b>\$143.24</b>	<b>Subtotal for Dept.</b>	Communications Center
00024411	CPU VENTURE TECH NETWO - Purch	\$538.00		
00023864	LA COCINA - Purchase	\$84.76		

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00024428 CASPER STAR TRIBUNE - Purchase	\$776.00	
00024728 TELVUE CORPORATION - Purchase	\$2,981.25	
00024740 EGGINGTONS - Purchase	\$122.64	
00024420 CASPER STAR TRIBUNE - Purchase	\$136.32	
00024269 DORNS FIRESIDE LOUNGE - Purcha	\$63.30	
00023973 MCDONALD'S F35665 - Purchase	\$64.16	
00024617 VZWRLSS MY VZ VB P - Purchase	\$30.02	
00024811 Amazon.com - Purchase	\$75.00	
00024350 ATLAS OFFICE PRODUCTS - Purcha	\$63.84	
	<b>\$4,935.29</b>	<b>Subtotal for Dept. Council</b>
00024617 VZWRLSS MY VZ VB P - Purchase	\$47.26	
	<b>\$47.26</b>	<b>Subtotal for Dept. Engineering</b>
00024621 ATLAS OFFICE PRODUCTS - Purcha	\$142.60	
00024011 WATERWORKS INDUSTRIES - Purcha	\$6.00	
00024065 BAILEYS ACE HARDWARE - Purchas	\$6.61	
00024086 PEDENS INC. - Purchase	\$24.00	
00024617 VZWRLSS MY VZ VB P - Purchase	\$21.41	
00024352 ATLAS OFFICE PRODUCTS - Purcha	\$22.16	
00024122 ATLAS REPRODUCTION - Purchase	\$176.40	
00024346 ATLAS OFFICE PRODUCTS - Purcha	\$340.88	
00024553 USPS 57155809430310940 - Purch	\$20.05	
00024324 ATLAS OFFICE PRODUCTS - Purcha	\$70.68	
00023151 BEST BUY 00015271 - Purch	\$39.98	
00024373 ATLAS OFFICE PRODUCTS - Purcha	\$540.82	
00024451 MOUNTAIN STATES LITHOG - Purch	\$113.25	
00024008 B & B RUBBER STAMP SHO - Purch	\$18.75	
00024125 VZWRLSS BILL PAY VB - Purchas	\$280.07	
	<b>\$1,823.66</b>	<b>Subtotal for Dept. Finance</b>
00024521 SAMS CLUB #6425 - Purchase	\$21.80	
00024222 CPU VENTURE TECH NETWO - Purch	\$197.30	
00023641 UNITED 01626012988456 - Pur	\$25.00	
00024315 OVERHEAD DOOR COMPANY - Purcha	\$150.00	
00024228 THE HOME DEPOT 6001 - Purchase	\$40.03	
00024453 ATLAS OFFICE PRODUCTS - Purcha	\$7.12	
00024374 STAPLES 00114181 - Purch	\$25.00	
00024486 EXXONMOBIL 47737358 - Purch	\$56.83	
00024046 CHANNING BETE CO AHA - Purchas	\$654.93	
00023655 GUEST SERVICES-UNITQ68 - Purch	\$300.48	
00023656 DUCLAW BREWING CO - Purchase	\$14.60	
00024460 WYOMING RIB & CHOP HOU - Purch	\$21.97	
00024641 WM SUPERCENTER #3778 - Purchas	\$62.94	
00024283 PAPA JOHN'S #01393 - Purchase	\$33.25	
00024337 NATIONWIDE SUPPLY IQPS	\$292.98	
	<b>\$1,904.23</b>	<b>Subtotal for Dept. Fire</b>
00024475 COOPERMAN FIFE & DRUM - Purcha	\$65.20	
00024437 UW CASHIER OFFICE - Purchase	\$100.00	
00024329 PEDENS INC. - Purchase	\$155.00	
00020725 P-TOWN PUBLISHING - Purchase	\$150.00	
00024440 BONANZA PUBLISHING LLC - Purch	\$79.50	

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

	<b>\$549.70</b>	Subtotal for Dept.	Fort Caspar
00024356 WW GRAINGER - Purchase	\$14.08		
00023912 BEARING BELTCHAIN00244 - Purch	\$62.46		
00024578 HOWARD SUPPLY COMPANY - Purcha	\$16.09		
00024476 BEARING BELTCHAIN00244 - Purch	\$122.98		
00024023 CMI-TECO - Purchase	\$124.01		
00023966 IN NUTECH SPECIALTIES - Purch	\$33.20		
00024574 CMI-TECO-Purchase	\$68.70		
00024471 WW GRAINGER - Purchase	\$213.20		
00023860 CMI-TECO - Purchase	\$356.49		
00023922 WYOMING MACHINERY	(\$138.00)		
00024340 GREINER BUICK GMC CADI - Purch	\$190.00		
00024608 STOTZ EQUIPMENT - Purchase	\$7.40		
00024617 VZWRLSS MY VZ VB P - Purchase	\$21.41		
00024629 STOTZ EQUIPMENT - Purchase	\$181.73		
00024160 HONNEN EQUIPMENT #04 - Purchas	\$75.32		
00024362 CMI-TECO - Purchase	\$66.19		
00024384 BEARING BELTCHAIN00244 - Purch	\$61.59		
00024130 CMI-TECO - Purchase	\$106.60		
00024021 WW GRAINGER - Purchase	\$14.87		
00024153 BEARING BELTCHAIN00244-Purchas	\$148.36		
00023886 BEARING BELTCHAIN00244 - Purch	\$28.02		
00024562 CENTRAL TRUCK & DIESEL - Purch	\$153.76		
00023975 BEARING BELTCHAIN00244 - Purch	\$80.74		
00024331 CMI-TECO - Purchase	\$319.80		
00024194 WEAR PARTS INC - Purchase	\$23.03		
00024574 CMI-TECO-Purchase	\$137.40		
00024574 CMI-TECO - Purchase	\$206.10		
00022809 WYOMING MACHINERY CO - Purchas	\$2,679.92		
00023922 WYOMING MACHINERY CO - Purchas	\$138.00		
00024003 DRIVE TRAIN INDUSTRIES - Purch	\$6.40		
00023769 DRIVE TRAIN INDUSTRIES - Purch	\$374.08		
00023933 BEARING BELTCHAIN00244 - Purch	\$158.88		
00023840 MOTION INDUSTRIES WY54 - Purch	\$211.66		
00023905 DRIVE TRAIN INDUSTRIES - Purch	\$17.66		
00023841 CASPER AUTO SUPPLY - Purchase	\$19.50		
00023842 BEARING BELTCHAIN00244 - Purch	\$105.80		
00023946 DRIVE TRAIN INDUSTRIES - Purch	\$21.60		
00024533 BEARING BELTCHAIN00244 - Purch	\$201.98		
00024532 GREINER MOTOR COMPANY - Purcha	\$171.90		
00023908 BEARING BELTCHAIN00244 - Credi	(\$37.37)		
00024265 BEARING BELTCHAIN00244 - Purch	\$51.30		
00023922 WYOMING MACHINERY	\$135.50		
00023861 CASPER AUTO SUPPLY - Purchase	\$16.91		
00024342 AMERI-TECH EQUIPMENT C - Purch	\$5,528.62		
00024471 WW GRAINGER-Purchase	\$244.36		
00023943 BEARING BELTCHAIN00244 - Purch	\$4.32		
00023922 WYOMING MACHINERY	\$264.52		
00024001 OREILLY AUTO 00027466 - Purch	\$199.98		
00023922 WYOMING MACHINERY	\$250.00		

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00023862 CASPER AUTO SUPPLY - Purchase	\$0.07
00024106 OREILLY AUTO 00027466 - Purch	\$29.99
00024220 BEARING BELTCHAIN00244 - Purch	\$82.74
00024305 BEARING BELT CHAIN	(\$56.49)
00024424 BEARING BELTCHAIN00244 - Purch	\$84.53
00024396 BEARING BELTCHAIN00244 - Purch	\$615.20
00023965 GOODYEAR COMMERCIAL TI - Purch	\$4,796.50
00024022 CMI-TECO - Purchase	\$18.44
00024593 AMERI-TECH EQUIPMENT C - Purch	\$105.72
00024302 BEARING BELTCHAIN00244 - Purch	\$81.86
00023983 WYOMING MACHINERY CO - Purchas	\$466.60
00024150 BEARING BELTCHAIN00244 - Purch	\$56.49
00023996 BEARING BELTCHAIN00244 - Purch	\$7.76
00024105 BEARING BELTCHAIN00244 - Purch	\$13.06
00024069 AMERI-TECH EQUIPMENT C - Purch	\$2,588.94
00024305 BEARING BELTCHAIN00244 - Credi	(\$15.00)
00024230 BEARING BELTCHAIN00244 - Credi	(\$47.45)
00024163 OREILLY AUTO 00027466 - Credi	(\$29.99)
00023796 BEARING BELTCHAIN00244 - Purch	\$100.19
00024017 DENVER INDUSTRIAL SALE - Purch	\$50.50
00023903 IN DAVEY COACH SALES - Purcha	\$40.02
00023944 BEARING BELTCHAIN00244 - Purch	\$13.49
00024237 IN NUTECH SPECIALTIES - Purch	\$366.00
00024237 IN NUTECH SPECIALTIES - Purch	\$1,168.68
00024149 UNITED STATES WELDING - Purcha	\$37.60
00023922 WYOMING MACINERY	\$42.59
00023931 GREINER MOTOR COMPANY - Purcha	\$168.72
00023892 GREINER MOTOR COMPANY - Credit	(\$100.00)
00023923 BEARING BELTCHAIN00244 - Purch	\$258.75
00024124 BAILEYS ACE HARDWARE	\$19.12
00024176 WHITES MOUNTAIN - Purchase	\$47.05
00023922 WYOMING MACHINERY	\$67.66
00023971 CMI-TECO - Purchase	\$55.09
00023900 GREINER MOTOR COMPANY - Purcha	\$329.95
00022809 WYOMING MACHINERY CO - Purchas	(\$43.60)
00024217 ULINE SHIP SUPPLIES - Purcha	\$37.50
00023922 WYOMING MACHINERY	\$61.35
00023909 INLAND TRUCK PARTS #35 - Purch	\$86.21
00023922 WOMING MACHINERY	\$3,628.38
00023934 BEARING BELTCHAIN00244 - Purch	\$324.58
00024004 MIDLAND IMPLEMENT	\$199.51
00024498 HOSE & RUBBER SUPPLY - Purchas	\$143.79
00022809 WYOMING MACHINERY CO - Purchas	(\$14.08)
00024025 L N CURTIS & SONS - Purchase	\$1,858.15
00024365 AUTOZONE #1294 - Purchase	\$44.99
00024196 NOR NORTHERN TOOL - Purchase	\$167.81
00023850 KELLYS ALIGNMENT AND B - Purch	\$43.00
00023969 BEARING BELTCHAIN00244 - Credi	(\$29.77)
00024280 GOODYEAR COMMERCIAL TI - Purch	\$47.50
00024298 GOODYEAR COMMERCIAL TI - Credi	(\$65.00)

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00022809	WYOMING MACHINERY CO - Purchas	\$445.39
00024048	BEARING BELTCHAIN00244 - Purch	\$11.76
00022809	WYOMING MACHINERY CO - Purchas	(\$228.80)
00024172	HENSLEY BATTERY&ELECTR - Purch	\$88.52
00024027	WHITES MOUNTAIN - Purchase	\$355.13
00023878	CMI-TECO - Purchase	\$234.46
00024049	GREINER MOTOR COMPANY - Purcha	\$1.65
00024153	BEARING BELTCHAIN00244 - Purch	\$13.99
00024004	MIDLAND IMPLEMENT	\$199.51
00023952	BEARING BELTCHAIN00244 - Credi	(\$83.64)
00024175	HENSLEY BATTERY&ELECTR - Purch	\$88.52
00024144	BOBCAT OF CASPER - Purchase	\$604.41
00023948	HENSLEY BATTERY&ELECTR - Purch	\$88.52
00024180	WHITES MOUNTAIN - Purchase	\$207.28
00024020	KELLYS ALIGNMENT AND B - Purch	\$88.00
00023881	AMERI-TECH EQUIPMENT C - Purch	\$1,081.80
00024105	BEARING BELTCHAIN	\$21.72
00024055	CRESCENT ELECTRIC 103 - Purcha	\$325.07
00024005	CMI-TECO - Purchase	\$592.85
00023876	BEARING BELTCHAIN00244 - Purch	\$62.78
00024092	HONNEN EQUIPMENT #04 - Purchas	\$1,267.57
00023966	IN NUTECH SPECIALTIES - Purch	\$163.00
00023868	STOTZ EQUIPMENT - Purchase	\$37.21
00023414	KELLYS ALIGNMENT AND B - Purch	\$53.00
00023982	WESTERN RADIATOR INC - Purchas	\$225.00
00024554	HENSLEY BATTERY&ELECTR - Purch	\$88.52
00024102	BEARING BELTCHAIN00244 - Purch	\$13.99
00024004	MIDLAND IMPLEMENT CO - Purchas	\$199.51
00023922	WYOMING MACHINERY	\$390.39
00024133	ALSCO SLCAS - Purchase	\$866.44
00022780	FRANK J. ZAMBONI & CO. - Purch	\$1,278.12
00024439	CMI-TECO - Purchase	\$455.40
00023853	GREINER MOTOR COMPANY - Purcha	\$170.98
00023810	BEARING BELTCHAIN00244 - Credi	(\$179.98)
00024206	GREINER MOTOR COMPANY - Purcha	\$192.20
00024408	HONNEN EQUIPMENT #04 - Purchas	\$381.71
00023807	BEARING BELTCHAIN00244 - Purch	\$68.94
00024275	GREINER MOTOR COMPANY - Purcha	\$266.64
00024233	FLEMING SUPPLY - Purchase	\$11.52
00024466	S&S CASPER- PARTS - Credit	(\$73.29)
00023852	CASPER AUTO SUPPLY - Credit	(\$0.07)
00024434	HARTZ E&F TOWING & REC - Purch	\$115.00
00023976	STOTZ	\$186.96
00024004	MIDLAND IMPLEMENT	\$214.29
00024505	JACKS TRUCK AND EQUIPMT - Purch	\$1,865.42
00023976	STOTZ	\$186.96
00024464	FASTENAL COMPANY01 - Purchase	\$213.28
00023858	DENVER INDUSTRIAL SALE - Purch	\$804.81
00024502	INLAND TRUCK PARTS #35 - Purch	\$161.47
00023831	BEARING BELTCHAIN00244 - Purch	\$10.99

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00023976 STOTZ	\$124.92	
00024401 CENTRAL TRUCK & DIESEL - Purch	\$12.84	
00024495 CMI-TECO - Purchase	\$227.70	
00024004 MIDLAND IMPLEMENT	\$131.79	
00023983 WYOMING MACHINERY CO-Purchase	\$64.82	
00023991 HARBOR FREIGHT TOOLS 3 - Purch	\$13.59	
00024287 HENSLEY BATTERY&ELECTR - Purch	\$68.33	
00023922 WYOMING MACHINERY	\$2,034.60	
00024105 BEARING BELTCHAIN	\$22.49	
00023713 SQ ATLANTIC ELECTRIC, - Purch	\$1,560.00	
00024108 WHITES MOUNTAIN - Purchase	\$137.14	
00023986 IN NUTECH SPECIALTIES - Purch	\$98.00	
00024496 GREINER MOTOR COMPANY - Purcha	\$106.11	
00024252 KELLYS ALIGNMENT AND B - Purch	\$43.00	
00023976 STOTZ EQUIPMENT - Purchase	\$186.96	
00023922 WYOMING MACHINERY	\$151.84	
00023806 GREINER MOTOR COMPANY - Purcha	\$14.86	
00024127 BEARING BELTCHAIN00244 - Purch	\$10.48	
00023800 CMI-TECO - Credit	(\$300.00)	
00024124 BAILEYS ACE HARDWARE - Purchas	\$27.98	
00023816 ABLE EQUIPMENT CO - Purchase	\$898.50	
00023740 ASAP RADIATOR AND SUPP - Purch	\$147.85	
00023785 BEARING BELTCHAIN00244 - Purch	\$30.29	
00023788 WW GRAINGER - Purchase	\$26.25	
00024294 BEARING BELTCHAIN00244 - Purch	\$25.73	
00024167 GREINER MOTOR COMPANY - Credit	(\$45.52)	
00024357 VERSALIFT NORTHWEST, L - Purch	\$497.80	
00024389 STOTZ EQUIPMENT - Purchase	\$299.47	
00024421 HOSE & RUBBER SUPPLY - Purchas	\$98.10	
00024161 ALPINE MOTOR SPORTS - Purchase	\$20.72	
00023830 AUDIES SMALL ENGINE - Purchase	\$13.95	
	<b>\$52,001.24</b>	<b>Subtotal for Dept. Garage</b>
00024285 WYOMING GROUNDS KEEPER - Purch	\$510.00	
00024116 MODERN ELECTRIC - Purchase	\$48.00	
00024513 HIGH COUNTRY CRANE SVC - Purch	\$943.50	
00024198 MENARDS CASPER - Purchase	\$109.88	
	<b>\$1,611.38</b>	<b>Subtotal for Dept. Golf Course</b>
00024242 AMBI MAIL AND MARKETIN - Purch	\$262.20	
00024303 AMBI MAIL AND MARKETIN - Purch	\$425.42	
00024603 USPS 57155809430310940 - Purch	\$13.50	
00024337 NATIONWIDE SUPPLY IQPS	\$141.66	
	<b>\$842.78</b>	<b>Subtotal for Dept. Health Insurance</b>
00024519 SMITHS FOOD #4185 - Purchase	\$7.98	
00024514 WALGREENS #7601 - Credit	(\$10.00)	
00024344 FALLLINE CORP - Purchase	\$411.87	
00024617 VZWRLSS MY VZ VB P - Purchase	\$21.41	
00024590 THE HOME DEPOT 6001 - Purchase	\$23.34	
00024560 MOUNTAIN SPORTS - Purchase	\$29.50	
00024257 WEAR PARTS INC - Purchase	\$105.35	
	<b>\$589.45</b>	<b>Subtotal for Dept. Hogadon</b>

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00024303	AMBI MAIL AND MARKETIN - Purch	\$43.19	
00024361	ACT CASPERRECDIV - Purchase	\$315.00	
00024523	USPS 57155809430310940 - Purch	\$6.49	
00024610	ATLAS OFFICE PRODUCTS - Purcha	\$64.17	
00024337	NATIONWIDE SUPPLY IQPS - Purch	\$37.96	
00024223	USPS 57155809430310940 - Purch	\$6.49	
00024423	USPS 57155809430310940 - Purch	\$6.49	
00024397	ABSO - Purchase	\$475.88	
	<b>\$955.67</b>		<b>Subtotal for Dept. Human Resources</b>
00024585	PAPA JOHN'S #01393 - Purchase	\$28.97	
00024600	PAPA JOHN'S #01393 - Purchase	\$33.96	
00024295	SAMS CLUB #6425 - Purchase	\$162.59	
00023399	WAL-MART #1617 - Purchase	\$72.08	
00023608	SAMS CLUB #6425 - Purchase	\$253.80	
00024647	CASPER STAR TRIBUNE - Purchase	\$985.20	
00023621	WAY COOL PRODUCT COMPA - Purch	\$166.20	
00024224	CRUM ELECTRIC SUPPLY C - Purch	\$15.32	
00024358	BAILEYS ACE HARDWARE - Purchas	\$25.47	
00022733	INTERNATIONAL TRANSACTION - Pu	\$1.15	
00023970	PAPA JOHN'S #01393 - Purchase	\$41.95	
00024503	SAMSClub #6425 - Purchase	\$246.97	
00024642	SAMS CLUB #6425 - Purchase	\$194.82	
00023418	WAL-MART #1617 - Credit	(\$5.12)	
00024204	CRESCENT ELECTRIC 103 - Purcha	\$357.98	
00024449	PARTY AMERICA BILLINGS - Purch	\$62.37	
00024367	WAL-MART #1617 - Credit	(\$8.88)	
	<b>\$2,634.83</b>		<b>Subtotal for Dept. Ice Arena</b>
00024551	PAYPAL GISJOBSCLEA - Purchase	\$25.00	
00024612	PAYPAL GISJOBSCOM - Purchase	\$50.00	
	<b>\$75.00</b>		<b>Subtotal for Dept. Information Services</b>
00023791	GREINER MOTOR COMPANY - Purcha	\$124.88	
00024388	AKC REUNITE - Purchase	\$415.00	
00024414	COCA COLA BOTTLING CO - Purcha	\$73.00	
00024500	CASPER STAR TRIBUNE - Purchase	\$973.27	
00024381	PETCO 1456 63514566 - Purch	\$22.03	
00024117	USPS 57155809430310940 - Purch	\$5.87	
00024508	USPS 57155804730311021 - Purch	\$13.75	
00024089	CASPER FIRE EXTINGUISH - Purch	\$68.25	
00024481	OFFICE MAX - Purchase	\$139.58	
00024192	AMBI MAIL AND MARKETIN - Purch	\$82.45	
00024491	ALBERTSONS - Purchase	\$17.00	
	<b>\$1,935.08</b>		<b>Subtotal for Dept. Metro Animal</b>
00023987	ATLAS OFFICE PRODUCTS - Purcha	\$176.14	
00024317	AMBI MAIL AND MARKETIN - Purch	\$91.40	
00024137	ATLAS OFFICE PRODUCTS - Purcha	\$7.18	
00024203	ATLAS OFFICE PRODUCTS - Purcha	\$15.38	
00023262	ATLAS OFFICE PRODUCTS - Purcha	\$25.25	
	<b>\$315.35</b>		<b>Subtotal for Dept. Municipal Court</b>
00024301	THE HOME DEPOT 6001 - Purchase	\$76.99	

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00024626	MICHAELS FENCE & SUPPL - Purch	\$196.93	
00024255	BAILEYS ACE HARDWARE - Purchas	\$7.98	
00024279	THE HOME DEPOT 6001 - Purchase	\$182.16	
00024478	TOP OFFICE PRODUCTS - Purchase	\$28.80	
00024236	BAILEYS ACE HARDWARE - Purchas	\$27.46	
00024026	SOURCE GAS - Purchase	\$237.92	
00023425	OSHA TRAINING REFRESHMENTS AN	\$10.00	
		<b>\$768.24</b>	Subtotal for Dept. Parks
00024445	SQ ATLANTIC ELECTRIC, - Purch	\$928.02	
		<b>\$928.02</b>	Subtotal for Dept. Perpetual Care
00024548	AMERICAN PLANNING ASSO - Purch	\$125.00	
00024289	FEDEX 850119091490 - Purchase	\$1.05	
00024259	FEDEX 780175134384 - Purchase	\$12.11	
00024759	FEDEX 862081290225 - Purchase	\$21.28	
		<b>\$159.44</b>	Subtotal for Dept. Planning
00024249	GREINER MOTOR COMPANY - Purcha	\$165.00	
00024485	IN JOHNSON ROBERTS & - Purcha	\$17.00	
00024277	RESPOND FIRST AID OF W - Purch	\$227.86	
00024525	QUALITY OFFICE SOLUTIO - Purch	\$245.72	
00024272	ALBERTSONS #2060 - Purchase	\$19.35	
00024430	JONES SCHOOL SUPPLY - Purchase	\$124.46	
00024501	IN JOHNSON ROBERTS & - Purcha	\$86.50	
00024349	SQ ALL AROUND TOWING - Purcha	\$125.00	
00024541	CENEX TOWN COU07051642 - Purch	\$20.12	
00024552	WYOMING CARDIOPULMONAR - Purch	\$3,294.00	
00024470	IN EXPRESS PRINTING C - Purch	\$156.00	
00024625	HARTZ E&F TOWING & REC - Purch	\$105.00	
00024474	ENTENMANN-ROVIN COMPAN - Purch	\$110.00	
00024436	LASER TECHNOLOGY INC - Purchas	\$331.00	
00024433	CASPER ANIMAL CENTER, - Purcha	\$37.77	
00024364	DELTA 00623018919132 - Pur	\$449.70	
00024549	FEDEX 93356699 - Purchase	\$64.42	
00024542	EXXONMOBIL 47736855 - Purch	\$22.42	
00024443	REI MATTHEW BENDER &CO - Purch	\$558.51	
00024531	GREINER MOTOR COMPANY - Purcha	\$165.00	
00024586	HOLIDAY INNS I80 CHEYE - Purch	\$182.60	
00024446	CASPER ANIMAL CENTER, - Purcha	\$16.38	
00024598	HOLIDAY INNS I80 CHEYE - Purch	\$182.60	
00024452	CASPER STAR TRIBUNE - Purchase	\$830.00	
00024447	CASPER ANIMAL CENTER, - Purcha	\$107.73	
00024448	TLO TRANSUNION - Purchase	\$112.00	
00024473	ID EDGE INC - Purchase	\$142.50	
00024673	PARK RIDGE BEHAVIORAL - Purcha	\$500.00	
00024668	STAPLES 00114181 - Purch	\$74.99	
00024664	PAYPAL IAPE - Purchase	\$725.00	
00024416	ATLAS OFFICE PRODUCTS - Purcha	\$117.40	
00023709	HORTONS HANDCRAFTED QU - Purch	\$200.00	
00024243	OFFICE MAX - Purchase	\$91.27	
00024674	ATLAS OFFICE PRODUCTS - Purcha	\$546.39	
		<b>\$10,153.69</b>	Subtotal for Dept. Police

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00023989 MR RS AUTO SALVAGE - Credit	(\$72.75)	
	<b>(\$72.75)</b>	<b>Subtotal for Dept. Police Dept</b>
00024633 WESTERN LOCKSMITH - Purchase	\$117.50	
00024291 EPROMOS PROMOTIONAL PR - Purch	\$4,277.81	
00024684 FIRSDATA COMMERCIAL S - Purch	\$19.95	
00024292 CLEAR BAGS - Purchase	\$31.69	
	<b>\$4,446.95</b>	<b>Subtotal for Dept. Police Grants</b>
00024510 SQ ATLANTIC ELECTRIC, - Purch	\$3,315.00	
00024431 URGENT CARE OF CASPER - Purcha	\$292.00	
00024632 GREINER MOTOR COMPANY - Purcha	\$506.99	
00024518 SQ ATLANTIC ELECTRIC, - Purch	\$430.30	
00024261 SQ ATLANTIC ELECTRIC, - Purch	\$2,712.00	
	<b>\$7,256.29</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00024458 CPU VENTURE TECH NETWO - Purch	\$29.99	
00024686 ATLAS OFFICE PRODUCTS - Purcha	\$54.12	
00024686 ATLAS OFFICE PRODUCTS - Purcha	\$76.40	
00024638 STAPLES 00114181 - Credi	(\$32.98)	
00024588 STAPLES 00114181 - Purch	\$32.98	
00023829 EASTON TECHNICAL PRODU - Purch	\$16.64	
00024195 EASTON TECHNICAL PRODU - Purch	\$7.21	
00024276 LIBERTS - Credit	(\$44.98)	
	<b>\$139.38</b>	<b>Subtotal for Dept. Recreation</b>
00024062 CASPER FIRE EXTINGUISH - Purch	\$46.00	
00023406 HOMAX OIL SALES INC - Purchase	\$484.25	
00024155 ALSCO SLCAS - Purchase	\$143.99	
00024371 TERMINIX - Purchase	\$130.00	
00024297 IN GREAT PLAINS CLEAN - Purch	\$93.50	
00024382 GC BUILDING SUPPLY INC - Purch	\$327.61	
00024311 WYOMING STEEL AND RECY - Purch	\$5,951.70	
	<b>\$7,177.05</b>	<b>Subtotal for Dept. Refuse Collection</b>
00024617 VZWRLLS MY VZ VB P - Purchase	\$21.41	
00024545 CRETEX CONCRETE PRODUC - Purch	\$150.00	
00024335 MOUNTAIN STATES LITHOG - Purch	\$67.70	
00024267 CASPER CONTRACTORS SUP - Purch	\$208.19	
00024179 WW GRAINGER - Purchase	\$172.97	
00024645 WESTERN LOCKSMITH - Purchase	\$233.52	
00024727 WW GRAINGER - Credit	(\$172.97)	
00024726 UNITED 01624391100872 - Pur	\$647.70	
00024709 EPASALES - Purchase	\$484.55	
00024293 MARIC SALES - Purchase	\$4,831.96	
00024268 NORCO INC - Purchase	\$562.50	
	<b>\$7,207.53</b>	<b>Subtotal for Dept. Sewer</b>
00024288 BAILEYS ACE HARDWARE - Purchas	\$16.27	
00024511 CRETEX CONCRETE PRODUC - Purch	\$2,648.00	
00024343 OREILLY AUTO 00031559 - Purch	\$5.67	
00024478 TOP OFFICE PRODUCTS - Purchase	\$28.80	
00024248 AGP PROPANE SERVICES - Purchas	\$307.73	
00024226 BEARING BELTCHAIN00244 - Purch	\$67.49	
00024530 CRETEX CONCRETE PRODUC - Purch	\$320.00	

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00024177	DECKER AUTO GLASS - Purchase	\$80.00	
00023882	GREINER MOTOR COMPANY - Purcha	\$710.66	
00023927	MR RS AUTO SALVAGE - Purchase	\$1,552.75	
00024617	VZWRLSS MY VZ VB P - Purchase	\$21.41	
	<b>\$5,758.78</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
00024617	VZWRLSS MY VZ VB P - Purchase	\$21.41	
00024615	CRUM ELECTRIC SUPPLY C - Purch	\$35.07	
00024333	BAILEYS ACE HARDWARE - Purchas	\$4.99	
00024296	LYLE SIGNS - Purchase	\$8,970.00	
00024441	TRAFFIC ZAP & SUPPLY - Purchas	\$560.00	
00024494	TRAFFIC ZAP & SUPPLY - Purchas	\$2,785.00	
00024605	TAPCO - Purchase	\$3,282.39	
	<b>\$15,658.86</b>	<b>Subtotal for Dept.</b>	<b>Traffic</b>
00024749	WEAR PARTS INC - Purchase	\$10.59	
00024550	NORTHROP BOILER WORKS - Purcha	\$124.40	
00024245	USPS 57155809430310940 - Purch	\$61.15	
00024561	WW GRAINGER - Purchase	\$26.92	
00024741	BOBCAT OF CASPER - Purchase	\$14.90	
00024263	THERMOMETRICS CORPORAT - Purch	\$185.23	
00024509	COMPRESSION LEASING SV - Purch	\$6,940.13	
00024268	NORCO INC - Purchase	\$2,800.60	
00024520	HOSE & RUBBER SUPPLY - Purchas	\$35.89	
00024522	MONTANA SEALS AND PACK - Purch	\$252.88	
00024747	BARGREEN WYOMING 25 - Purchase	\$154.33	
00024515	CRUM ELECTRIC SUPPLY C - Purch	\$624.72	
00024602	TFS FISHER SCI CHI - Purchase	\$621.77	
00024614	TFS FISHER SCI ATL - Purchase	\$56.96	
00024617	VZWRLSS MY VZ VB P - Purchase	\$42.80	
00024683	WATERWORKS INDUSTRIES - Purcha	\$157.00	
00024705	NORCO INC - Purchase	\$133.92	
00024262	DEWITT WATER - Purchase	\$50.00	
00024407	INTERMOUNTAIN MOTOR SA - Purch	\$1,808.44	
00024487	HOMAX OIL SALES INC - Purchase	\$45.26	
00024218	WESTERN STATES FIRE PR - Purch	\$785.14	
00024191	ENERGY LABORATORIES, I - Purch	\$40.00	
00024395	ENERGY LABORATORIES, I - Purch	\$402.00	
00024482	WW GRAINGER - Purchase	\$211.32	
00024455	CASPER WINNELSON CO - Purchase	\$147.00	
00024442	PENTAIR VALVES & CONTR - Purch	\$908.00	
	<b>\$16,641.35</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
00024658	ENERGY LABORATORIES, I - Purch	\$60.00	
00024456	ENERGY LABORATORIES, I - Purch	\$240.00	
00024538	HERCULES INDUSTRIES CA - Purch	\$448.26	
00024039	ALL OUT FIRE EXTINGUIS - Purch	\$834.00	
00024370	TOP OFFICE PRODUCTS - Purchase	\$103.50	
00024256	DIAMOND VOGEL PAINT #7 - Purch	\$122.43	
00024488	DIAMOND VOGEL PAINT #7 - Purch	\$35.99	
00024405	NORCO INC - Purchase	\$118.49	
00024387	NORCO INC - Purchase	\$3,355.67	
00024380	GUNNERS METERS - Purchase	\$902.00	

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00024084	ALL AMERICAN GASKET - Purchase	\$770.33
00024394	NORCO INC - Purchase	\$225.43
00024184	SUTHERLANDS 2219 - Purchase	\$91.68
00024190	ENERGY LABORATORIES, I - Purch	\$340.00
00024185	FINISH LINE SYSTEMS LL - Purch	\$2,174.90
00024512	STOTZ EQUIPMENT - Purchase	\$44.26
00024253	AMERICAN WATERWORKS - Purchase	\$94.64
00024239	CRUM ELECTRIC SUPPLY C - Purch	\$35.75
00024376	SQ ATLANTIC ELECTRIC, - Purch	\$1,252.65
00024051	ATLAS OFFICE PRODUCTS - Purcha	\$9.54
00024114	KNIFE RIVER 5701 - Purchase	\$196.00
00024101	CRUM ELECTRIC SUPPLY C - Purch	\$23.29
00024655	MOUNTAIN STATES LITHOG - Purch	\$188.60
00024419	FERGUSON ENT #3069 - Purchase	\$66.60
00024665	WM SUPERCENTER #3778 - Purchas	\$128.88
00024662	ENERGY LABORATORIES, I - Purch	\$20.00
00024321	USPS 57155809430310940 - Purch	\$6.49
00024061	ENERGY LABORATORIES, I - Purch	\$20.00
00024314	HERCULES INDUSTRIES CA - Purch	\$2,641.56
00024214	CASPER WINNELSON CO - Purchase	\$37.40
00024052	SUTHERLANDS 2219 - Purchase	\$4.58
00024060	ENERGY LABORATORIES, I - Purch	\$20.00
00024066	ENERGY LABORATORIES, I - Purch	\$20.00
00024098	HYDRAFLO INC - Purchase	\$298.00
00024076	ADVANCED HYDRAULIC AND - Purch	\$9.60
00024079	URGENT CARE OF CASPER - Purcha	\$58.00
00024393	BLOEDORN LUMBER CASPER - Credi	(\$57.70)
00024209	FINISH LINE SYSTEMS LL - Purch	\$2,174.93
00024205	AUTOMATION ELECTRONICS - Purch	\$2,800.00
00024152	ALSCO SLCAS - Purchase	\$529.08
00024563	DANA KEPNER CO. - Purchase	\$930.00
00024467	UNITED STATES WELDING - Purcha	\$19.57
00024264	FERGUSON ENT #3069 - Purchase	\$73.70
00024199	CASPER WINNELSON CO - Purchase	\$29.15
00024225	SHEET METAL SPECIALTIE - Purch	\$250.22
00024454	HERCULES INDUSTRIES CA - Purch	\$12.77
00023729	THE HON CO. CUST. SERV - Purch	\$2,461.75
00024013	WW GRAINGER - Purchase	\$121.78
00024015	HONNEN EQUIPMENT #04 - Purchas	\$1,047.32
00023951	NORCO INC - Purchase	\$36.00
00023537	OSHA TRAINING REFRESHMENTS	\$10.00
00024368	ENERGY LABORATORIES, I - Purch	\$40.00
00024211	SUTHERLANDS 2219 - Purchase	\$17.19
00024558	ENERGY LABORATORIES, I - Purch	\$340.00
00024499	FERGUSON ENT #3069 - Purchase	\$33.05
00024170	MOUNTAIN STATES PIPE & - Purch	\$4,105.63
00024459	CASPER WINNELSON CO - Purchase	\$94.22
00024208	CASPER WINNELSON CO - Purchase	\$363.05
00024390	ENERGY LABORATORIES, I - Purch	\$20.00
00023845	HYDRAFLO INC - Purchase	\$118.35

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

00024418 BEARING BELTCHAIN00244 - Purch	\$29.95	
00024617 VZWRLSS MY VZ VB P - Purchase	\$51.43	
00024336 MENARDS CASPER - Purchase	\$11.70	
00024132 BEARING BELTCHAIN00244 - Purch	\$157.81	
00024351 FERGUSON ENT #3069 - Purchase	\$38.40	
00024427 WATERWORKS INDUSTRIES - Purcha	\$477.00	
00024359 FERGUSON ENT #3069 - Purchase	\$24.28	
00024479 SUTHERLANDS 2219 - Purchase	\$31.55	
00024616 HERCULES INDUSTRIES CA - Purch	\$173.59	
	<b>\$31,564.29</b>	<b>Subtotal for Dept. Water</b>
00024234 AMERICAN WATERWORKS - Purchase	\$255.00	
00023956 ANALYTICAL SERVICES IN - Purch	\$280.00	
00024576 WW GRAINGER - Purchase	\$78.62	
00024596 FERGUSON ENT #3069 - Purchase	\$28.71	
00024564 THE HOME DEPOT 6001 - Purchase	\$68.23	
00023915 UPS 0000008F045W045 - Purchase	\$58.54	
00023925 LONG BLDG. TECHNOLOGIE - Purch	\$115.10	
00023972 CASPER STAR TRIBUNE - Purchase	\$32.72	
00024624 SUTHERLANDS 2219 - Purchase	\$13.20	
00024386 BEST BUY 00015271 - Purch	\$19.99	
00024010 WAL-MART #3778 - Credit	(\$13.28)	
00024143 FLEMING SUPPLY - Purchase	\$143.12	
00024019 WM SUPERCENTER #3778 - Purchas	\$64.17	
00023284 WM SUPERCENTER #3778 - Purchas	\$13.28	
00024018 COASTAL CHEMICAL CO LL - Purch	\$82.83	
00024033 ALL OUT FIRE EXTINGUIS - Purch	\$60.00	
00024385 BEST BUY 00015271 - Credi	(\$1,449.97)	
00024404 ANALYTICAL SERVICES IN - Credi	(\$218.00)	
00024617 VZWRLSS MY VZ VB P - Purchase	\$21.41	
00024507 BEARING BELTCHAIN00244 - Purch	\$465.50	
00024290 SUPERIOR INTERLOCK COR - Purch	\$30.08	
00024040 WAL-MART #3778 - Credit	(\$64.73)	
00023999 UPS 0000008F045W025 - Purchase	\$105.21	
00024113 ENERGY LABORATORIES - Purchase	\$231.00	
00023964 ANALYTICAL SERVICES IN - Purch	\$280.00	
00024007 WM SUPERCENTER #3778 - Purchas	\$12.65	
00024140 CASPER WINCO SUPPLY CO - Purch	\$19.00	
00024427 WATERWORKS INDUSTRIES - Purcha	\$272.00	
00023229 WAL-MART #3778 - Purchase	\$64.73	
00024334 BEST BUY 00015271 - Purch	\$1,449.97	
00024480 WW GRAINGER - Purchase	\$43.50	
00023960 XEROX CORP - RBO - Purchase	\$180.73	
00023957 ANALYTICAL SERVICES IN - Purch	\$583.00	
00024135 ALSCO SLCAS - Purchase	\$137.60	
	<b>\$3,463.91</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
	<b>\$218,155.59</b>	<b>Subtotal for Vendor</b>

## PEAKS TO PLAINS DESIGN, P.C.

1271 FY14 I-25 ENTRYWAY BEAUTIFICAT	\$665.70
1271 FY14 I-25 ENTRYWAY BEAUTIFICAT	\$6,334.30

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

**\$7,000.00** Subtotal for Dept. Metropolitan Planning  
**\$7,000.00** Subtotal for Vendor

## PIONEER CONTRACTING

INV. 2015-1 TREE TRIMMING  
INV. 2015-2 TREE TRIMMING

\$6,800.00  
\$8,960.00  
**\$15,760.00** Subtotal for Dept. Parks  
**\$15,760.00** Subtotal for Vendor

## POSTAL PROS, INC.

74031 WEB POSTING SEPT 2014  
74238 UTILITY BILLING FEES  
74383 WEB POSTING JAN 2015  
74119 WEB POSTING OCT 2014  
74292 WEB POSTING DECEMBER 2014

\$1,642.95  
\$16,752.06  
\$1,736.90  
\$1,767.14  
\$2,903.74  
**\$24,802.79** Subtotal for Dept. Finance  
**\$24,802.79** Subtotal for Vendor

## RICHARD YOUNG

RIN0024955 TRAVEL REIMBURSEMENT

\$81.99  
**\$81.99** Subtotal for Dept. Fort Caspar  
**\$81.99** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP00016802201509 ELECTRICITY

\$128.95  
**\$128.95** Subtotal for Dept. Buildings And Grounds

AP00015302201509 ELECTRICITY

\$15,648.41  
**\$15,648.41** Subtotal for Dept. Casper Events Center

AP00015502201509 ELECTRICITY

\$2,842.88  
**\$2,842.88** Subtotal for Dept. Fire

AP00015602201509 ELECTRICITY

\$671.36  
**\$671.36** Subtotal for Dept. Fort Caspar

AP00015702201509 ELECTRICITY

\$3,020.77  
**\$3,020.77** Subtotal for Dept. Golf Course

AP00015802201509 ELECTRICITY

\$15,423.15  
**\$15,423.15** Subtotal for Dept. Hogadon

AP00016102201509 ELECTRICITY

\$6,241.23  
**\$6,241.23** Subtotal for Dept. Parks

AP00017102201509 ELECTRICITY

\$196.78  
**\$196.78** Subtotal for Dept. Planning

RIN0024999 ELECTRICITY

\$294.45  
**\$294.45** Subtotal for Dept. Special Reserves

RIN0024985 ELECTRICITY

\$291.42

AP00017002201509 ELECTRICITY

\$94.93

**\$386.35** Subtotal for Dept. Traffic

AP00016502201509 ELECTRICITY

\$17,809.88  
**\$17,809.88** Subtotal for Dept. Water  
**\$62,664.21** Subtotal for Vendor

## SARA NELSON

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

RIN0025010 TRAVEL REIMBURSEMENT

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

**SCHNELL, BRANDY**  
0023742453 REFUND

\$53.68  
**\$53.68** Subtotal for Dept. Water  
**\$53.68** Subtotal for Vendor

**SINCLAIR TRANSPORTATION**  
RIN0025019 REFUND

\$1,217.25  
**\$1,217.25** Subtotal for Dept. General Fund  
**\$1,217.25** Subtotal for Vendor

**SMARSH, INC**

INV00056548 EMAIL ARCHIVE JAN 2015

\$18.33  
**\$18.33** Subtotal for Dept. Aquatics

INV00056548 EMAIL ARCHIVE JAN 2015

\$161.32  
**\$161.32** Subtotal for Dept. Balefill

INV00056548 EMAIL ARCHIVE JAN 2015

\$40.33  
**\$40.33** Subtotal for Dept. Buildings And Grounds

INV00056548 EMAIL ARCHIVE JAN 2015

\$76.99  
**\$76.99** Subtotal for Dept. Casper Events Center

INV00056548 EMAIL ARCHIVE JAN 2015

\$14.67  
**\$14.67** Subtotal for Dept. Cemetery

INV00056548 EMAIL ARCHIVE JAN 2015

\$25.67  
**\$25.67** Subtotal for Dept. City Attorney

INV00056548 EMAIL ARCHIVE JAN 2015

\$22.00  
**\$22.00** Subtotal for Dept. City Manager

INV00056548 EMAIL ARCHIVE JAN 2015

\$47.66  
**\$47.66** Subtotal for Dept. Code Enforcement

INV00056548 EMAIL ARCHIVE JAN 2015

\$18.33  
**\$18.33** Subtotal for Dept. Communications Center

INV00056548 EMAIL ARCHIVE JAN 2015

\$33.00  
**\$33.00** Subtotal for Dept. Council

INV00056548 EMAIL ARCHIVE JAN 2015

\$40.33  
**\$40.33** Subtotal for Dept. Engineering

INV00056548 EMAIL ARCHIVE JAN 2015

\$106.31  
**\$106.31** Subtotal for Dept. Finance

INV00056548 EMAIL ARCHIVE JAN 2015

\$293.31  
**\$293.31** Subtotal for Dept. Fire

INV00056548 EMAIL ARCHIVE JAN 2015

\$22.00  
**\$22.00** Subtotal for Dept. Fort Caspar

INV00056548 EMAIL ARCHIVE JAN 2015

\$44.00  
**\$44.00** Subtotal for Dept. Garage

INV00056548 EMAIL ARCHIVE JAN 2015

\$14.67  
**\$14.67** Subtotal for Dept. Golf Course

INV00056548 EMAIL ARCHIVE JAN 2015

\$18.33

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

	<b>\$18.33</b>	<b>Subtotal for Dept.</b>	Hogadon
INV00056548 EMAIL ARCHIVE JAN 2015	\$29.33		
	<b>\$29.33</b>	<b>Subtotal for Dept.</b>	Human Resources
INV00056548 EMAIL ARCHIVE JAN 2015	\$14.67		
	<b>\$14.67</b>	<b>Subtotal for Dept.</b>	Ice Arena
INV00056548 EMAIL ARCHIVE JAN 2015	\$62.33		
	<b>\$62.33</b>	<b>Subtotal for Dept.</b>	Information Services
INV00056548 EMAIL ARCHIVE JAN 2015	\$33.00		
	<b>\$33.00</b>	<b>Subtotal for Dept.</b>	Metro Animal
INV00056548 EMAIL ARCHIVE JAN 2015	\$36.66		
	<b>\$36.66</b>	<b>Subtotal for Dept.</b>	Municipal Court
INV00056548 EMAIL ARCHIVE JAN 2015	\$58.66		
	<b>\$58.66</b>	<b>Subtotal for Dept.</b>	Parks
INV00056548 EMAIL ARCHIVE JAN 2015	\$29.33		
	<b>\$29.33</b>	<b>Subtotal for Dept.</b>	Planning
INV00056548 EMAIL ARCHIVE JAN 2015	\$461.96		
	<b>\$461.96</b>	<b>Subtotal for Dept.</b>	Police
INV00056548 EMAIL ARCHIVE JAN 2015	\$40.33		
	<b>\$40.33</b>	<b>Subtotal for Dept.</b>	Recreation
INV00056548 EMAIL ARCHIVE JAN 2015	\$33.00		
	<b>\$33.00</b>	<b>Subtotal for Dept.</b>	Streets
INV00056548 EMAIL ARCHIVE JAN 2015	\$18.33		
	<b>\$18.33</b>	<b>Subtotal for Dept.</b>	Traffic
INV00056548 EMAIL ARCHIVE JAN 2015	\$80.66		
	<b>\$80.66</b>	<b>Subtotal for Dept.</b>	Waste Water
INV00056548 EMAIL ARCHIVE JAN 2015	\$73.33		
INV00056548 EMAIL ARCHIVE JAN 2015	\$7.33		
	<b>\$80.66</b>	<b>Subtotal for Dept.</b>	Water
INV00056548 EMAIL ARCHIVE JAN 2015	\$29.33		
	<b>\$29.33</b>	<b>Subtotal for Dept.</b>	Water Treatment Plant
	<b>\$2,005.50</b>	<b>Subtotal for Vendor</b>	

## SOURCE GAS DIST. LLC

207408039857 NATURAL GAS	\$230.75		
201003117181 NATURAL GAS	\$6,753.16		
	<b>\$6,983.91</b>	<b>Subtotal for Dept.</b>	Aquatics
207408039861 NATURAL GAS	\$3,470.35		
	<b>\$3,470.35</b>	<b>Subtotal for Dept.</b>	Balefill
201091835231 NATURAL GAS	\$323.86		
	<b>\$323.86</b>	<b>Subtotal for Dept.</b>	Buildings And Grounds
201180780434 NATURAL GAS	\$7,673.21		
	<b>\$7,673.21</b>	<b>Subtotal for Dept.</b>	Casper Events Center
207408039784 NATURAL GAS	\$313.01		
	<b>\$313.01</b>	<b>Subtotal for Dept.</b>	Cemetery
201003117549 NATURAL GAS	\$131.64		
201180777844 NATURAL GAS	\$1,468.46		
207408039789 NATURAL GAS	\$1,499.49		

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

201269743929 NATURAL GAS	\$153.95		
	<b>\$3,253.54</b>	Subtotal for Dept.	City Hall
207408039866 NATURAL GAS	\$2,154.13		
201180778081 NATURAL GAS	\$104.00		
201091838306 NATURAL GAS	\$461.73		
	<b>\$2,719.86</b>	Subtotal for Dept.	Fire
201269743770 NATURAL GAS	\$565.52		
	<b>\$565.52</b>	Subtotal for Dept.	Fort Caspar
201714627652 NATURAL GAS	\$3,308.87		
	<b>\$3,308.87</b>	Subtotal for Dept.	Garage
201358704334 NATURAL GAS	\$179.37		
	<b>\$179.37</b>	Subtotal for Dept.	Golf Course
201003117182 NATURAL GAS	\$1,326.58		
	<b>\$1,326.58</b>	Subtotal for Dept.	Ice Arena
201091840143 NATURAL GAS	\$1,507.53		
	<b>\$1,507.53</b>	Subtotal for Dept.	Metro Animal
201714622835 NATURAL GAS	\$356.77		
	<b>\$356.77</b>	Subtotal for Dept.	Planning
201536664682 NATURAL GAS	\$1,392.15		
	<b>\$1,392.15</b>	Subtotal for Dept.	Recreation
201447682227 NATURAL GAS	\$18.31		
	<b>\$18.31</b>	Subtotal for Dept.	Sewer
207408039860 NATURAL GAS	\$8,921.54		
	<b>\$8,921.54</b>	Subtotal for Dept.	Waste Water
207408039859 NATURAL GAS	\$303.67		
207408039837 NATURAL GAS	\$1,110.74		
	<b>\$1,414.41</b>	Subtotal for Dept.	Water
	<b>\$43,728.79</b>	Subtotal for Vendor	
<b>STANTEC CONSULTING SVCS INC.</b>			
875520 NORTH PLATTE RIVER RESPORATION	\$18,788.55		
869434 AMENDEMENT #1 - N. PLATTE RIVE	\$693.50		
	<b>\$19,482.05</b>	Subtotal for Dept.	Streets
	<b>\$19,482.05</b>	Subtotal for Vendor	
<b>STATE OF WY. - NOTARY DIV.</b>			
RIN0025001 NEW NOTARY JA	\$30.00		
	<b>\$30.00</b>	Subtotal for Dept.	Police
	<b>\$30.00</b>	Subtotal for Vendor	
<b>STEALTH PARTNER GROUP</b>			
RIN0024997 MARCH 2015 PREMIUMS	\$63,544.60		
	<b>\$63,544.60</b>	Subtotal for Dept.	Health Insurance
	<b>\$63,544.60</b>	Subtotal for Vendor	
<b>STEVE BULLOCK</b>			
RIN0025013 TRAVEL REIMBURSEMENT	\$226.00		
	<b>\$226.00</b>	Subtotal for Dept.	Police
	<b>\$226.00</b>	Subtotal for Vendor	

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

## STEVEN NUNN

RIN0025011 TRAVEL REIMBURSEMENT

\$47.00

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

**\$47.00** Subtotal for Vendor

## STREVER, RACHEL

0023789671 REFUND

\$41.36

**\$41.36** Subtotal for Dept. Water

**\$41.36** Subtotal for Vendor

## SUSTAINABLE TRAFFIC SOLUTIONS, INC.

RIN0024998 TIS-ENCLAVE @ GREENWAY PARK

\$3,100.00

**\$3,100.00** Subtotal for Dept. Engineering

**\$3,100.00** Subtotal for Vendor

## SYSCO FOOD SVCS. CORP.

502200222 BUTTER, CHEESE, SOUR CREAM, EG

\$8,440.56

502060131 BUTTERMILK, DRESSING MIX, SUGA

\$256.17

502040594 CHEESE, EGG SCRAMBLE, MARGARIN

\$2,898.90

502110623 CHEESE CHDR, BEEF PATTY, FRANK

\$3,003.12

502200222 TACO BEEF, BRATWURST, FRANK, S

\$2,903.60

**\$17,502.35** Subtotal for Dept. Casper Events Center

**\$17,502.35** Subtotal for Vendor

## TES, INC

RIN0024981 RETAINAGE 14-07

\$13,851.25

**\$13,851.25** Subtotal for Dept. Sewer

**\$13,851.25** Subtotal for Vendor

## THE PEAK INDOOR CLIMBING GYM

2112015 HELMET,PULLEY,RIGGER,ROPE-FD

\$1,448.00

**\$1,448.00** Subtotal for Dept. Fire

**\$1,448.00** Subtotal for Vendor

## TRACY CLOUGH

RIN0025024 REFUND

\$127.96

**\$127.96** Subtotal for Dept. Water

**\$127.96** Subtotal for Vendor

## TRACY DENISON

RIN0025022 REFUND

\$30.49

**\$30.49** Subtotal for Dept. Water

**\$30.49** Subtotal for Vendor

## TRETO CONST.

RIN0024982 RETAINAGE 14-29

(\$1,693.00)

**(\$1,693.00)** Subtotal for Dept. Capital Projects

RIN0024982 ZONE I CONCRETE REPLACEMENT -

\$16,930.00

**\$16,930.00** Subtotal for Dept. Streets

**\$15,237.00** Subtotal for Vendor

## TWEEDY, KATINA/DAMON

0023742448 REFUND

\$69.43

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15  
0023742448 REFUND

\$75.00  
**\$144.43** Subtotal for Dept. Water  
**\$144.43** Subtotal for Vendor

## VENTURE TECHNOLOGIES/ISC, INC. SIN009274 FIBER FOR IT ROOM

\$2,537.50  
**\$2,537.50** Subtotal for Dept. City Manager  
**\$2,537.50** Subtotal for Vendor

## VERIZON WIRELESS

9739775038 CELL PHONE SERVICE

\$89.24  
**\$89.24** Subtotal for Dept. Communications Center

9739775038 CELL PHONE SERVICE

\$152.52  
**\$152.52** Subtotal for Dept. Police  
**\$241.76** Subtotal for Vendor

## VISITS LLC

1818 CAR WASH

\$50.00  
**\$50.00** Subtotal for Dept. Code Enforcement

1814 CAR WASH

\$120.60  
**\$120.60** Subtotal for Dept. Police  
**\$170.60** Subtotal for Vendor

## WARDWELL WATER & SEWER DISTRICT RIN0024942 WATER USAGE

\$15.71  
**\$15.71** Subtotal for Dept. Water Treatment Plant  
**\$15.71** Subtotal for Vendor

## WILLIAM O BOHMAN JR. RIN0024978 TUITION

\$372.60  
**\$372.60** Subtotal for Dept. Fire  
**\$372.60** Subtotal for Vendor

## WILLIAMS, PORTER, DAY & NEVILLE, P.C. 62493 LEGAL CONSULT

\$92.50  
**\$92.50** Subtotal for Dept. Property & Liability Insurance  
**\$92.50** Subtotal for Vendor

## WLC ENGINEERING - SURVEYING - PLANNING 2015-10146 TRAFFIC IMPACT STUDY

\$343.75  
**\$343.75** Subtotal for Dept. Engineering

2015-10183 FIRST ST ROADWAY IMPROVEMENTS

\$543.75

2015-10196 DESIGN & CA FOR HIGHLAND PARK

\$3,641.75  
**\$4,185.50** Subtotal for Dept. Streets  
**\$4,529.25** Subtotal for Vendor

## WY. ASSOC. OF MUNICIPAL CLERKS & TREASURERS

RIN0025003 WAMCAT MEMBERSHIPS

\$130.00

RIN0025003 WAMCAT MEMBERSHIPS

\$65.00  
**\$195.00** Subtotal for Dept. Finance  
**\$195.00** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION

# Bills and Claims

City of Casper

18-Feb-15 to 03-Mar-15

0000073162 CITATION ORDER

\$12.67

**\$12.67** Subtotal for Dept. Metro Animal

**\$12.67** Subtotal for Vendor

## WY. DEPT. OF WORKFORCE SVCS.

RIN0024983 4th QTR 2015 UNEMPLOYMENT INS.

\$167.30

RIN0024983 4th QTR 2015 UNEMPLOYMENT INS.

\$2,023.47

**\$2,190.77** Subtotal for Dept. Casper Events Center

RIN0024983 4th QTR 2015 UNEMPLOYMENT INS.

\$83.60

**\$83.60** Subtotal for Dept. Cemetery

RIN0024983 4th QTR 2015 UNEMPLOYMENT INS.

\$574.00

**\$574.00** Subtotal for Dept. Parks

RIN0024983 4th QTR 2015 UNEMPLOYMENT INS.

(\$38.00)

**(\$38.00)** Subtotal for Dept. Police

RIN0024983 4th QTR 2015 UNEMPLOYMENT INS.

\$2,850.00

**\$2,850.00** Subtotal for Dept. Refuse Collection

**\$5,660.37** Subtotal for Vendor

## WY. LAW ENFORCEMENT ACADEMY

S-9002 FIELD TRAINING OFFICER DEVELOP

\$568.00

**\$568.00** Subtotal for Dept. Communications Center

**\$568.00** Subtotal for Vendor

## WYOMING'S FOX TV

4887-1 KFNB - MONSTER TRUCK ADS

\$1,038.70

**\$1,038.70** Subtotal for Dept. Casper Events Center

**\$1,038.70** Subtotal for Vendor

**Grand Total**

**\$1,069,664.20**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 03/03/15

**Payroll Disbursements**

2/25/15	FIRE PAYROLL	\$ 173,518.00
2/25/15	BENEFITS & DEDUCTIONS	\$ 30,989.26
2/26/15	CITY PAYROLL	\$ 1,168,430.10
2/26/15	BENEFITS & DEDUCTIONS	\$ 198,069.39

	<b>Total Payroll</b>	<u><u>\$ 1,571,006.75</u></u>
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**Additional Fees**

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

	<b>Total Additional AP</b>	<u><u>\$ -</u></u>
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February 20, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Appeal of decision of Planning and Zoning Commission to deny a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition, located at 440 North Washington Street.

Recommendation:

That Council, by minute action, establish March 17, 2015, as the public hearing date for the consideration of an appeal of the decision of the Planning and Zoning Commission to deny a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition, located at 440 North Washington Street.

Summary:

Dasa Moore and Jessica Moore applied for a Conditional Use Permit for the placement of a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, located at 440 North Washington Street, on the property described as Lots 16-17, Block 2, Burlington Addition. The subject property is currently vacant, consists of two platted lots, each approximately 3,250 square feet in area, and is zoned M-1 (Limited Industrial). Residential uses are not listed as permitted uses in the M-1 (Limited Industrial) zoning district. All surrounding zoning in the area is M-1 (Limited Industrial). The land uses in the area are a mix of non-conforming residential uses and industrial/commercial uses.

Section 17.80.030 of the Casper Municipal Code lists “manufactured homes (mobile), necessary for safety or security reasons, in conjunction with the principal use and occupied only by persons responsible for security in the principal use and employed by the industry or business conducting the principal use,” as a Conditional Use in the M-1 (Limited Industrial) zoning district, requiring the approval of the Planning and Zoning Commission pursuant to the procedures and necessary findings of Section 17.12.240 of the Municipal Code.

The applicants have stated that they intend to operate an outdoor storage business on the property, and that the mobile home would be utilized for security purposes. To date, no outdoor storage business has been shown to be operating on the property.

The Planning and Zoning Commission denied the Conditional Use Permit at their public hearing on January 27, 2015. Section 17.12.240(L) of the Casper Municipal Code allows any person aggrieved or adversely affected by the final decision of the Commission to appeal the decision to the City Council within ten (10) calendar days. The City received a request from the applicant to appeal the decision within the statutory ten-day appeal period.

February 23, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Assistant City Manager

SUBJECT: Establish Public Hearing for a new Restaurant Liquor License #24

Recommendation:

That Council, by minute action, establish March 17, 2015, as the Public Hearing date for the consideration for a new Restaurant Liquor License #24, from Rena's Lime Leaf Asian Bistro Inc., d.b.a Rena's Lime Leaf Asian Bistro located at 845 E 2<sup>nd</sup> Street.

Summary:

An application has been received for a new Restaurant Liquor License #24, from Rena's Lime Leaf Asian Bistro Inc., d.b.a Rena's Lime Leaf Asian Bistro located at 845 E 2<sup>nd</sup> Street.

As required by Municipal Code, a notice was published in a local newspaper once a week for four consecutive weeks. As required by State Statute it is being advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

February 13, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a plat of portions of SW1/4 and the SE1/4NW1/4, Section 13, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, to create the Cambridge Addition, and an accompanying PUD site plan.

Recommendation:

That Council, by ordinance, approve the plat to create the Cambridge Addition, and approve the accompanying PUD site plan based on the following findings, necessary for the approval of a PUD (Planned Unit Development) site plan.

Findings:

- A. The PUD site plan is compatible with the goals and policies of the city master plan and other applicable adopted plans and policies;
- B. The PUD site plan is compatible with the area surrounding the project site and place no greater demand on existing city facilities and services than can be furnished by the city;
- C. The PUD site plan promotes the efficient use of land by means of more economical arrangement of buildings, circulation systems, land uses, densities, and utilities;
- D. The PUD site plan provides for usable and suitably located open space such as, but not limited to, bicycle paths, playground areas, courtyards, tennis courts, swimming pools, planned gardens, outdoor seating areas, outdoor picnic areas, and similar open space;
- E. The PUD site plan demonstrates flexibility and quality in design to permit diversification in the location, type, and uses of structures;
- F. The PUD site plan combines and coordinates architectural styles, building forms, and building relationships within the development and in concert with adjacent and surrounding land and development;
- G. The PUD site plan minimizes impact on adjacent zoning districts by limiting building heights, providing screening and/or other buffers;
- H. The PUD site plan preserves and utilizes where possible, existing landscape features and amenities and encourage the harmonious combination of such features with structures and other improvements;

- I. The PUD site plan is designed and developed as a whole under the control of one owner, partnership, corporation, or agency;
- J. The PUD site plan consists of such a mixture of uses, density, or characteristic or creative design;
- K. The PUD site plan constitutes a buffer zone between existing land uses and existing zones;
- L. The PUD site plan consists of a land area of a minimum of one and one-half acres in size.

Summary:

402, LLC has applied for plat approval to create the Cambridge Addition, a sub-area of the Centennial Hills PUD (Planned Unit Development). The Centennial Hills PUD was approved by the City in 2003 and originally encompassed approximately 250-acres. The PUD has gone through several revisions since its original inception, with the most recent revision having been approved in March of 2011. The PUD now encompasses approximately 229-acres consisting of fifteen (15) different “villages,” or development parcels. At the time that each development parcel is platted for development, the developer is required to submit a site plan which establishes building envelopes, street types and locations, park and trail locations, and the overall lot/subdivision design. Specific lot configurations and final distribution of housing densities were not established in the PUD Guidelines; instead, those details are finalized at the time that individual villages are platted.

The proposed Cambridge Addition is located in a portion of the PUD (Planned Unit Development) that is currently designated for commercial development in the PUD Guidelines. The developer has now decided to change the land use in the subject area from commercial to single-family residential; therefore, the PUD Guidelines must be amended to change the land use designation of the area, and to adjust the total allowable dwelling units and overall density for the development. In August, the Planning and Zoning Commission continued this case so that the creation of the Cambridge Addition and the associated PUD site plan can be considered concurrent with an amendment to the Centennial Hills PUD Guidelines.

The original PUD Guidelines approved in 2003 allowed for a total of 745 dwelling units in Centennial Hills; however, in that a portion of the PUD has been rezoned and removed, the current maximum number of dwelling units allowed in the PUD is 686. According to the applicant, with the approval of the proposed Cambridge Addition, the total number of dwelling units in the Centennial Hills PUD will still not exceed 686, and they estimate that the total will actually be approximately 541 dwelling units upon full build out.

The accompanying PUD site plan for the development of parcels P11 and P15 establishes building envelopes, and street types in the proposed Cambridge Addition. A total of 125 single-family residential lots are being created, encompassing 51.80 acres. The plat is also creating multiple open-space tracts throughout the development that will be utilized for pedestrian trails, open space/parks, and utilities.

The proposed Cambridge Addition is located in an area that, because of its ground elevation, cannot be serviced by existing City water. An expansion for Zone III water is in the design phase, and Zone III infrastructure could be installed in the next several years. Once Zone III water service is online, this area will become developable. The Planning and Zoning Commission included a recommended condition of approval that would restrict the developer from selling any of the lots in the Cambridge Addition until water service becomes available.

The Planning and Zoning Commission approved the plat and accompanying site plan by a vote of 7-0 at a public hearing held on September 23, 2014. There were no public comments received. The applicant agreed to all eight (8) of the Planning and Zoning Commission's recommended conditions of approval. Those conditions were as follows:

1. The applicant shall pay the City the \$2,561.57 remaining balance on the recapture fees for the East 21<sup>st</sup> Street extension, pursuant to the previously executed recapture agreement, prior to the recording of the Cambridge Addition.
2. The applicant shall plant trees in all landscaped "parkways" located between the sidewalks and the streets, at a maximum spacing interval of forty (40) foot on center.
3. Prior to review by the City Council, the applicant shall submit a traffic study, a drainage study, a grading plan, and a water and sewer study to the City for review and approval.
4. Redundant vehicular access to the subdivision shall be provided from Country Club Road and Centennial Village Drive prior to the issuance of any building permits in the Cambridge Addition.
5. The applicant shall pay the City its remaining obligation for the cost of constructing Country Club Road prior to the issuance of a Permit to Construct Public Improvements. The remaining cost to be paid to the City is \$282,911, per the Gosfield Village Addition No. 4 Subdivision Agreement dated February 4<sup>th</sup>, 2014.
6. The Centennial Hills Village PUD (Planned Unit Development) Homeowner's Association shall be solely responsible for establishing areas where on-street parking is permitted and/or prohibited, pursuant to the standards set forth in Section IV, Subsections (C) and (D) of the approved Planned Unit Development Guidelines, as amended. Given the narrow street concept implemented by the Centennial Hills

Village PUD (Planned Unit Development), primary enforcement of on-street parking within the Centennial Hills Village PUD shall be the responsibility of the Homeowner's Association.

7. In that public water service is not yet available to the proposed Cambridge Addition, the applicant shall not sell, or offer for sale, any of the lots in said addition until such time as public water service (Zone III Water) becomes available.
8. A pedestrian access pathway/trail shall be provided for residents to access the pedestrian trail along Wyoming Boulevard from the south-central portion of the Cambridge Addition. The applicant has the option of providing a minimum of a twenty (20) foot wide easement(s) from the end of one, or all, of the three cul-de-sacs (Culham Court, Cranwell Court, Bleu Court), and/or utilizing open-space #3, which is a fifty (50) foot wide power easement.

An ordinance and a Subdivision Agreement have been prepared for Council's consideration.

**CAMBRIDGE ADDITION  
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this 30<sup>th</sup> day of January, 2015 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. 402, LLC, 141 South Center Street, #200, Casper, Wyoming 82601 (“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 petitioned for approval of a final plat and accompanying site plan of the Cambridge Addition, a sub-area of the Centennial Hills PUD (Planned Unit Development), comprising 51.80-acres, more or less.
- C. A plat of the Cambridge Addition (“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.
- D. A PUD (Planned Unit Development) site plan of the Cambridge Addition has been prepared by the Owner, and approved by the City of Casper, and is attached hereto as Exhibit “A.”

**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:

Within thirty days of substantial completion of construction and prior to the issuance of the certificate of occupancy, Owner shall submit "as-built" record documents to the City, as required by the Code, initiating the warranty period.

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.

2.16 Other Requirements:

- a. The Owner shall pay the City appropriate recapture fees for the construction of the East 21<sup>st</sup> Street extension, per the Recapture Agreement dated October 30, 2002, as amended. Per said agreement, the Owner is obligated to pay a total of Two Thousand Five Hundred Sixty One Dollars and Fifty-Seven Cents (\$2,561.57) with the approval of the Cambridge Addition as the total remaining balance for said 21<sup>st</sup> Street recapture. Said monies shall be paid to the City prior to recording of the Cambridge Addition plat.
- b. The Owner shall plant trees in all landscaped “parkways” located between the sidewalks and the streets, at a maximum spacing interval of forty (40) foot on center.
- c. Redundant vehicular access (multiple points of access) to the Cambridge Addition shall be provided from Country Club Road and Centennial Village Drive prior to the issuance of any building permits in the Cambridge Addition.
- d. Owner shall pay the City its remaining obligation for the cost of constructing Country Club Road prior to the issuance of a Permit to Construct Public Improvements. The remaining cost to be paid to the City is Two Hundred Sixty Three Thousand Twenty-Five Dollars (\$263,025). Owner has already paid Two Hundred Seventy Six Thousand Seven Hundred Seventy-Five Dollars (\$276,775) with the approval of the Gosfield Village Addition No. 4. The revised Country Club Road reconstruction cost allocation breakdown, attached hereto as Exhibit “B” indicates that Owner’s total financial obligation for the reconstruction of Country Club Road is (\$539,800). Upon payment of (\$263,025), the Owner’s total obligation for the costs associated with the reconstruction of Country Club Road will have been satisfied.

- e. The Centennial Hills Village PUD (Planned Unit Development) Homeowner's Association shall be solely responsible for establishing areas where on-street parking is permitted and/or prohibited, pursuant to the standards set forth in Section IV, Subsections (C) and (D) of the approved Planned Unit Development Guidelines, as amended. Given the narrow street concept implemented by the Centennial Hills Village PUD (Planned Unit Development), primary enforcement of on-street parking within the Centennial Hills Village PUD (Planned Unit Development) shall be the responsibility of the Homeowner's Association and/or Owner.
- f. In that public water service is not yet available to the Cambridge Addition, Owner shall not sell, or offer for sale, any of the lots in said Cambridge Addition until such time as public water service (also referred to commonly as Zone III Water Service) becomes available to the area.
- g. Prior to the development of the area, the Owner shall submit an engineered Water and Sewer capacity study/analysis to the City Engineer for review and approval.

### 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:

402, LLC  
141 South Center Street  
#200  
Casper, Wyoming 82601

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:

Walter Tronzo

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor

WITNESS:

OWNER  
402, LLC

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

By: Peg Ingvar

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

Printed Name: PEG INGVARD

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

Title: MANAGING MEMBER

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by Charlie Powell, 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 30<sup>th</sup> day of JANUARY, 2015 by Peg Ingram as the MANAGING member of 402, LLC.

(Seal, if any)

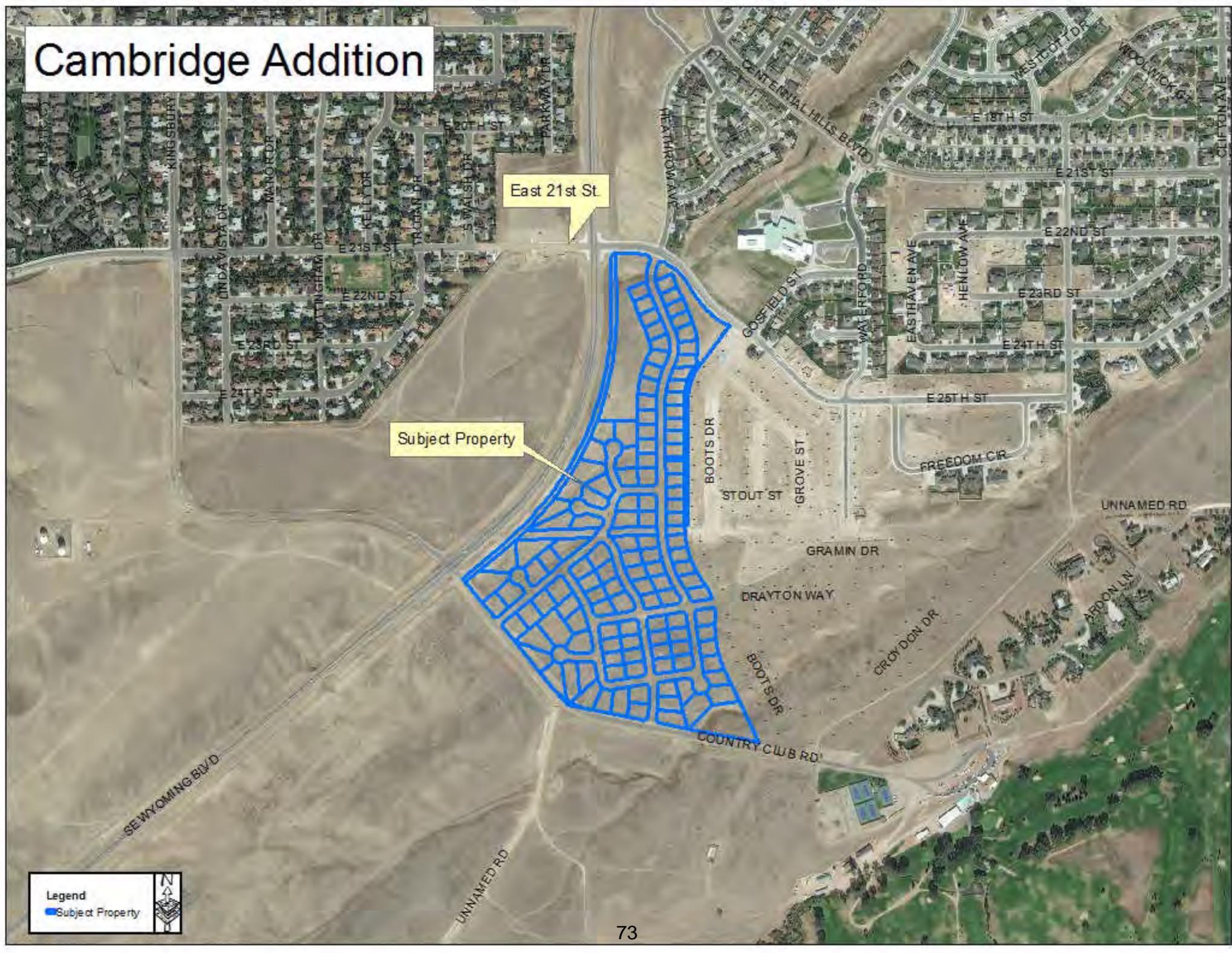


Kelly Shanley  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: 3/27/18]

# Cambridge Addition



Subject Property

East 21st St

Legend

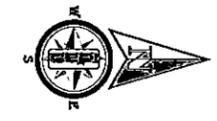
- Subject Property



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CHB	CHL
C1	25.00'	39.27'	90°00'00"	S52°43'36"W	35.36
C2	725.00'	55.30'	73°53'33"	S35°53'51"E	95.23
C3	50.00'	62.19'	71°16'00"	S52°08'47"E	58.26
C4	25.00'	21.03'	48°12'33"	S83°41'05"E	20.41
C5	275.00'	18.28'	4°07'00"	S48°24'06"W	19.28
C6	475.00'	73.77'	83°53'33"	S80°44'48"W	73.85
C7	25.00'	38.62'	86°30'06"	S56°46'47"W	36.68
C8	50.00'	55.54'	63°33'33"	N23°13'20"W	52.73
C9	75.00'	58.98'	45°03'17"	S76°17'48"E	57.47
C10	25.00'	21.03'	48°12'33"	N15°29'42"W	20.41
C11	25.00'	21.03'	48°12'33"	N84°35'24"W	35.36
C12	25.00'	39.24'	89°55'17"	S84°37'36"E	35.33
C13	725.00'	146.13'	11°32'54"	S19°06'18"E	145.88
C14	725.00'	58.42'	43°07'00"	S11°01'22"E	58.40
C15	25.00'	41.60'	96°20'11"	S38°57'14"W	36.98
C16	500.00'	105.07'	11°54'53"	N87°25'15"W	104.63
C17	25.00'	22.45'	51°27'15"	N59°41'11"W	21.70
C18	50.00'	28.10'	29°54'38"	N44°52'52"W	25.81
C19	75.00'	58.55'	45°03'17"	S14°34'30"E	57.47
C20	725.00'	91.77'	71°59'49"	S28°30'20"E	91.71
C21	400.00'	46.09'	6°36'08"	N37°06'32"E	46.07
C22	418.69'	122.89'	16°49'01"	N47°58'39"W	122.45
C23	25.00'	31.34'	85°35'09"	S51°30'26"E	33.97
C24	555.00'	76.69'	7°55'01"	N89°39'30"E	76.63
C25	418.69'	135.21'	18°30'12"	N59°43'03"W	134.63
C26	555.00'	53.23'	5°29'44"	S83°36'07"E	53.21
C27	50.00'	43.34'	49°40'09"	S71°00'55"E	42.00
C28	50.00'	43.34'	49°40'09"	S24°20'45"E	42.00
C29	25.00'	40.00'	91°46'38"	S51°56'07"E	35.90
C30	475.00'	88.52'	10°40'40"	S14°28'28"E	88.39
C31	50.00'	52.00'	59°35'31"	S30°17'04"W	49.59
C32	525.00'	56.09'	8°07'17"	N41°34'34"W	56.06
C33	75.00'	38.61'	88°32'46"	N36°54'11"E	34.90
C34	525.00'	75.06'	8°11'32"	N25°50'57"E	75.00
C35	323.55'	42.73'	7°34'02"	S32°57'57"W	42.70
C36	50.00'	62.60'	71°42'20"	S26°15'02"E	58.59
C37	25.00'	39.27'	90°00'00"	N36°17'08"E	35.36
C38	370.00'	79.50'	121°56'36"	S40°34'11"E	79.34
C39	25.00'	48.19'	110°26'34"	S43°36'09"E	41.07
C40	323.55'	75.75'	13°24'53"	S14°02'24"W	75.58
C41	400.00'	75.00'	10°41'35"	N11°46'53"E	74.89
C42	630.00'	16.17'	1°28'11"	S12°30'50"W	16.17
C43	50.00'	41.15'	47°09'23"	S70°35'54"W	40.00
C44	323.55'	79.36'	11°05'29"	S27°46'35"W	79.19
C45	630.00'	92.45'	8°13'35"	S32°29'24"E	90.38
C46	50.00'	41.15'	47°09'23"	S54°17'17"W	40.00
C47	630.00'	91.85'	8°21'12"	S18°58'59"E	91.77
C48	630.00'	90.29'	8°12'12"	S11°42'17"E	90.12
C49	25.00'	39.32'	90°06'34"	N53°46'06"W	35.36
C50	775.00'	49.44'	3°39'17"	N10°32'30"W	49.43
C51	25.00'	40.86'	93°39'17"	N34°27'30"E	36.48
C52	640.00'	87.45'	7°47'43"	N31°30'00"W	87.36
C53	550.00'	73.86'	7°59'04"	S8°46'13"E	73.80
C54	640.00'	80.99'	7°12'54"	N15°41'19"W	80.54
C55	25.00'	39.27'	90°00'00"	S53°42'52"E	35.36
C56	25.00'	39.27'	90°00'00"	S36°12'51"W	35.32
C57	25.00'	39.27'	90°00'00"	N36°17'08"E	35.36
C58	530.00'	80.87'	8°44'33"	S17°08'02"E	80.79
C59	350.00'	46.53'	0°45'28"	N33°35'17"W	46.53
C60	25.00'	39.27'	90°00'00"	S53°42'52"E	35.36
C61	25.00'	39.27'	90°00'00"	S36°12'51"W	35.32
C62	25.00'	39.27'	90°00'00"	N36°17'08"E	35.36
C63	25.00'	39.27'	90°00'00"	N59°09'15"W	31.84
C64	775.00'	56.15'	3°42'27"	N21°26'52"W	56.14

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CHB	CHL
C70	640.00'	82.48'	7°23'03"	N23°02'17"W	82.43
C71	775.00'	80.29'	5°55'59"	N26°16'05"W	80.21
C72	775.00'	79.75'	5°53'45"	N32°10'56"W	79.71
C73	775.00'	61.19'	4°31'25"	N37°23'32"W	61.17
C74	25.00'	39.30'	90°03'50"	N52°24'11"E	35.38
C75	175.00'	83.26'	30°32'03"	S27°10'07"E	92.16
C76	530.00'	83.71'	9°02'58"	S36°01'42"E	83.62
C77	325.00'	22.69'	4°00'02"	N49°24'35"E	22.69
C78	25.00'	39.77'	91°09'17"	S88°00'47"E	35.71
C79	550.00'	107.83'	11°33'58"	S17°31'05"E	107.65
C80	550.00'	100.86'	10°30'24"	S28°23'16"E	100.72
C81	200.00'	63.86'	18°14'40"	S27°57'02"E	63.42
C82	25.00'	43.68'	100°08'51"	S31°13'43"W	38.33
C83	640.00'	81.39'	7°17'11"	N30°22'24"W	81.33
C84	580.00'	32.94'	3°25'55"	S35°21'29"E	32.94
C85	25.00'	36.47'	83°35'01"	N56°55'21"W	33.32
C86	250.00'	65.20'	14°56'38"	N22°35'09"W	65.02
C87	290.00'	30.54'	6°59'54"	N33°34'25"W	30.52
C88	500.00'	63.14'	7°14'59"	N33°27'18"W	62.88
C89	500.00'	89.70'	10°16'45"	N24°41'51"W	89.58
C90	500.00'	66.61'	7°39'23"	N15°43'47"W	66.76
C91	225.00'	23.41'	5°57'37"	N45°52'54"W	23.39
C92	225.00'	106.60'	27°08'44"	N31°26'04"W	106.61
C93	690.00'	74.80'	6°12'40"	S71°43'07"E	74.76
C94	690.00'	76.38'	6°20'31"	S13°31'14"E	76.34
C95	690.00'	82.48'	6°50'52"	S20°06'55"E	82.42
C96	690.00'	92.55'	7°41'05"	S27°22'53"E	92.48
C97	300.00'	30.71'	5°51'54"	S31°05'07"E	30.70
C98	25.00'	47.75'	109°28'19"	S26°33'59"W	40.82
C99	370.00'	35.01'	5°25'17"	S33°33'25"E	35.00
C100	690.00'	33.65'	2°47'38"	S32°37'57"E	33.64
C101	370.00'	82.96'	12°50'48"	S24°25'23"E	82.79
C102	25.00'	33.11'	75°52'28"	N60°45'08"W	30.74
C103	360.00'	63.65'	10°25'09"	N28°02'59"W	63.56
C104	330.00'	52.85'	5°42'47"	S33°24'40"E	52.83
C105	400.00'	75.97'	10°52'57"	N22°35'39"E	75.86
C106	1767.03'	79.23'	2°34'08"	N49°05'00"E	79.22
C107	50.00'	41.15'	47°09'23"	N78°37'20"W	40.00
C108	175.00'	91.20'	29°51'30"	S7°45'26"W	90.17
C109	25.00'	43.09'	98°45'50"	S72°04'06"W	37.95
C110	323.55'	29.13'	5°09'53"	S37°27'07"W	29.12
C111	250.00'	75.00'	17°11'19"	N19°26'28"E	74.72
C112	360.00'	28.11'	4°28'24"	S54°10'06"W	28.10
C113	360.00'	66.65'	13°47'28"	S03°13'13"W	66.44
C114	250.00'	75.00'	17°11'19"	N21°50'06"E	74.72
C115	325.00'	18.41'	3°14'45"	N28°13'30"E	18.41
C116	25.00'	33.19'	76°34'28"	N81°21'11"W	30.81
C117	360.00'	30.80'	4°54'04"	N56°05'57"W	30.79
C118	360.00'	104.81'	16°41'49"	S14°11'25"E	104.54
C119	250.00'	72.85'	16°41'49"	N14°11'25"W	72.80
C120	175.00'	48.46'	15°52'00"	N15°06'19"W	48.31
C121	25.00'	39.27'	90°00'00"	S45°11'32"E	35.36
C122	25.00'	39.27'	90°00'00"	S44°48'25"W	35.32
C123	560.00'	32.02'	31°6'36"	N12°18'19"E	32.02
C124	450.00'	36.41'	3°21'45"	S12°20'20"W	36.40
C125	450.00'	84.03'	10°41'58"	S83°11'11"W	83.91
C126	560.00'	104.53'	10°41'43"	N82°27'28"E	104.38
C127	450.00'	84.01'	10°41'47"	S19°10'04"W	83.89
C128	560.00'	87.01'	8°54'10"	N18°15'24"E	86.93
C129	200.00'	74.07'	21°33'00"	S17°25'34"W	73.65
C130	450.00'	22.25'	3°28'10"	S26°18'03"W	22.25
C131	560.00'	51.62'	5°16'54"	N25°20'56"E	51.60
C132	90.00'	27.88'	17°45'00"	N19°06'53"E	27.77
C133	200.00'	104.21'	29°51'19"	S8°06'40"E	103.04

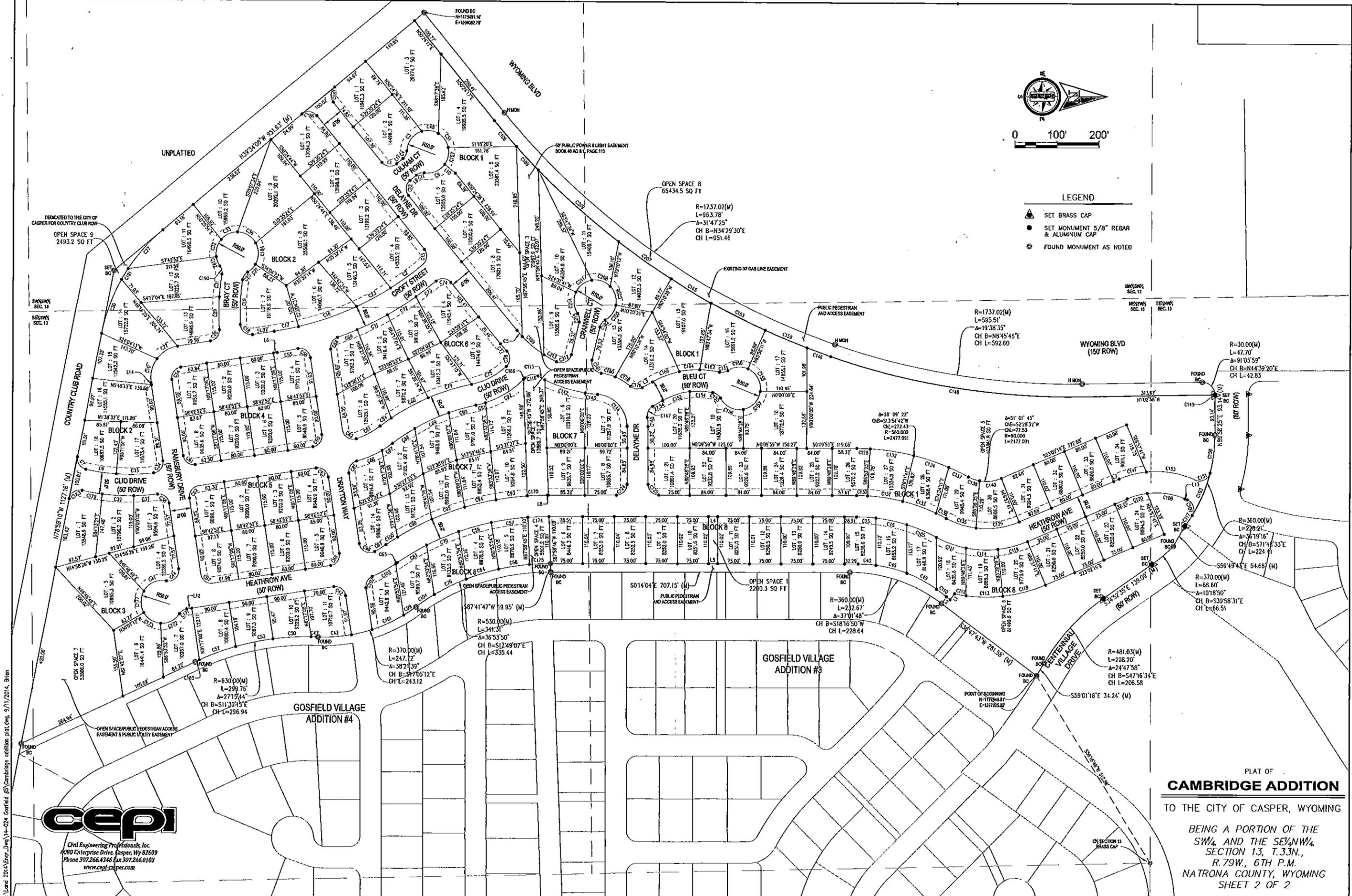
CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CHB	CHL
C140	90.00'	52.27'	33°16'43"	N62°35'58"W	51.54
C141	225.00'	66.49'	16°55'50"	S14°34'24"E	66.24
C142	325.00'	99.97'	17°37'28"	N17°47'24"E	99.58
C143	325.00'	29.65'	5°13'36"	N62°15'52"E	29.64
C144	75.00'	112.65'	86°03'23"	N46°48'46"E	102.35
C145	125.00'	21.30'	8°45'52"	S84°55'32"W	21.28
C146	1767.03'	60.31'	1°57'20"	N19°34'27"E	60.31
C147	25.00'	30.77'	70°31'44"	N64°41'32"W	28.87
C148	1767.03'	605.79'	18°36'39"	N8°45'48"E	602.83
C149	30.00'	0.66'	1°15'17"	N89°34'41"E	0.66
C150	360.00'	89.55'	14°53'06"	S82°50'36"E	89.32
C151	25.85'	49.43'	109°39'56"	S20°02'53"E	42.22
C152	175.00'	69.13'	22°37'58"	N18°06'41"W	68.68
C153	225.00'	113.06'	26°47'40"	S81°72'11"W	111.89
C154	175.00'	54.10'	17°42'51"	N23°43'45"E	53.88
C155	25.00'	22.56'	51°41'37"	N36°45'57"E	21.80
C156	50.00'	64.12'	73°28'45"	N55°22'23"E	59.82
C157	50.00'	62.28'	71°21'49"	N46°32'54"W	58.35
C158	50.00'	64.35'	73°44'23"	S60°54'00"W	60.00
C159	1767.03'	107.45'	3°29'00"	N21°73'36"E	107.41
C160	50.00'	50.33'	57°49'41"	S44°48'32"E	48.23
C161	25.00'	20.07'	45°59'35"	S10°39'05"E	19.53
C162	225.00'	45.44'	11°34'16"	S63°35'57"W	45.36
C163	1767.03'	142.14'	4°36'32"	N26°20'22"E	142.10
C164	225.00'	50.10'	12°45'31"	S38°38'19"E	50.00
C165	1767.03'	110.69'	3°35'21"	N50°25'18"E	110.67
C166	225.00'	68.50'	17°26'36"	S20°42'20"E	68.24
C167	225.00'	4.79'	11°50'09"	N45°37'01"W	4.79
C168	690.00'	47.52'	3°56'46"	N29°09'55"W	47.51
C169	25.00'	21.03'	48°12'33"	N32°48'35"W	20.41
C170	50.00'	53.21'	60°58'44"	N26°24'53"W	50.74
C171	50.00'	46.70'	55°48'18"	N31°58'39"E	46.80
C172	638.99'	50.01'	4°28'39"	S21°05'55"E	50.00
C173	550.00'	50.02'	5°24'26"	N29°42'08"W	50.00
C174	25.00'	30.77'	70°31'44"	S50°51'11"W	28.87
C175	50.00'	52.36'	60°00'00"	N89°52'48"E	50.00
C176	125.00'	41.89'	19°12'01"	S31°29'58"W	41.70
C177	525.00'	48.68'	5°18'47"	N9°36'00"E	48.67
C178	125.00'	34.71'	15°54'28"	S13°56'39"W	34.59
C179	25.00'	42.48'	97°21'49"	S54°40'20"W	37.55
C180	25.00'	21.03'	48°12'33"	N52°33'04"W	20.41
C181	25.00'	39.80'	91°15'33"	N32°21'23"W	35.73
C182	50.00'	52.36'	60°00'00"	S89°55'11"E	50.00
C183	630.00'	11.09'	1°00'32"	S24°39'51"E	11



0 100' 200'

LEGEND

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



PLAT OF  
**CAMBRIDGE ADDITION**

TO THE CITY OF CASPER, WYOMING

BEING A PORTION OF THE  
 SW/4 AND SE/4NW/4  
 SECTION 13, T.33N.,  
 R.79W., 6TH P.M.,  
 NATRONA COUNTY, WYOMING  
 SHEET 2 OF 2



Civil Engineering Professionals, Inc.  
 4080 Enterprise Drive, Casper, WY 82409  
 Phone 307.266.4344 Fax 307.266.0103  
 www.cepi-casper.com

M:\Land 2014\Engr\_Dwg\14-024\_Corfield #5 Cambridge addition plat.dwg, 9/11/2014, Brian

SEP 15 2014

ORDINANCE NO. 2-15

AN ORDINANCE APPROVING THE PLAT CREATING THE CAMBRIDGE ADDITION, THE ACCOMPANYING PUD (PLANNED UNIT DEVELOPMENT) SITE PLAN, AND THE CAMBRIDGE ADDITION SUBDIVISION AGREEMENT.

WHEREAS, an application has been made for final plat approval of the Cambridge Addition, comprising 51.80-acres, more or less, being a Portion of the SW1/4, and the SE1/4NW1/4, Section 13, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming; (the "plat"); and,

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

WHEREAS, the Centennial Hills PUD guidelines require the submittal of an accompanying site plan at the time areas within said PUD are platted; and,

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

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

WHEREAS, the plat and accompanying site plan require approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing on September 23, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve, with conditions, the request to plat the above referenced property; and,

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Cambridge Addition Subdivision Agreement.

SECTION 2:

That the final plat and accompanying site plan of the Cambridge Addition are hereby approved under terms and conditions of the Cambridge Addition Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
CHARLIE POWELL  
Mayor

February 23, 2015

MEMO TO: John C. Patterson, City Manager

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



SUBJECT: Amendment to Casper Municipal Code, Section 17.12.240(E), Conditional Use Permits, Petition Procedure and Hearing Procedure.

Recommendation:

That Council, by ordinance, approve an ordinance amendment to Casper Municipal Code Section 17.12.240(E), pertaining to voting by a majority of the Planning and Zoning Commission with regard to the approval of Conditional Use Permits.

Summary:

The Planning and Zoning Commission consists of seven members. A quorum of four commissioners is required to conduct its monthly meeting. When five or fewer members are present for a meeting, Casper Municipal Code Section 17.12.240(E) (the "Code Section") may conflict with both Wyoming Statute § 15-1-608(c) (the "Statute") and the Planning and Zoning Commission Rules -- Chapter 3, Section 3, Paragraph E. 12 (the "Rules").

The Statute requires that a majority of the Commissioners decide in favor of an application to pass it. Since the Commission has seven members, four would be required to pass an item. The rules also require four affirmative votes to pass any item.

On the other hand, the Code Section allows for merely a "majority of the members of the commission present" to pass an item. So, if only four or five commissioners attend a meeting, presumably three members present could pass a conditional use permit. In that case, the Statute would take precedence over the Code Section, and four votes would still be required.

An ordinance, to bring Section 17.12.240(E) of the Casper Municipal Code in sync with the Statute (which would take precedence over the code section in any event) and the Rules, has been prepared for Council's consideration.

ORDINANCE NO. 3-15

AN ORDINANCE AMENDING A CERTAIN SECTION OF CHAPTER 17.20.240 OF THE CASPER MUNICIPAL CODE PERTAINING TO CONDITIONAL USE PERMITS, PETITION PROCEDURE AND HEARING PROCEDURE

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

Section 1:

That paragraph E. of Section 17.12.240 of the Casper Municipal Code shall be amended to read as follows:

- E. The commission shall proceed with the public hearing on the application in a manner prescribed above, and following the hearing and upon affirmative vote of a majority of ALL the members of the commission ~~present~~, the commission shall grant the conditional use and direct that permit to be issued under such terms and conditions as determined by the commission.”

PASSED on first reading this \_\_\_ day of \_\_\_\_\_, 2015.

PASSED on second reading this \_\_\_ day of \_\_\_\_\_, 2015.

PASSED, APPROVED AND ADOPTED on third and final reading on this \_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor

February 23, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Proposed Amendments to the FY 2013/2014 and FY 2014/2015 Annual Action Plans

Summary:

As a recipient of entitlement Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City wishes to solicit Community opinion in its Proposed Amendments to the FY 2013/2014 and FY 2014/2015 Annual Action Plans.

After taking into account community input at the public hearing on March 3, 2015, the Housing and Community Development Division will prepare and publish a draft of the amendments to be available for a 30-day comment period.

Council approved the submission of the above-referenced Annual Action Plans, which address the plans for the use of Community Development Block Grant funding, in the respective fiscal years. HUD requires that entitlement communities re-allocate unexpended funds, or potential unexpended funds, as soon as projects present themselves for re-allocation. Based on delays in some housing initiatives that were planned for those fiscal years, primarily the redevelopment of the former Star Apartments and the former downtown convent, staff is proposing to amend:

From the Housing Initiatives Activity in IDIS:

**\$50,844 from FY2013/2014 (Re-allocate to Demolition Activity).**

Staff proposes to re-allocate this funding to the abatement and demolition of two (2) severely blighted properties in low-income census tracts. The greater plan would then be to have the City deed the properties, after required processes, to Habitat for Humanity for the construction of two (2) new homes for low-income, qualified residents.

**\$75,000 from FY2014/2015 (Re-allocate to Life Steps Campus Care Activity)**

Staff proposes to re-allocate this funding to support the build-out of additional housing units at Life Steps Campus. The Casper Housing Authority took over management of the campus in December 2014 and has completed an inventory of under-utilized space that will be perfect for housing, once the spaces are brought up to code.

The other Activities in the FY2014/2015 Annual Action Plan remain unchanged, and the total allocation remains at \$264,192.

The projects listed in each Activity must meet one of three national objectives of the CDBG program: benefiting the low income population of Casper, addressing slum and blight, and/or urgent need. With Council's direction to proceed with these amendments, staff established a public hearing date in accordance with the City's Citizen Participation Plan. To ensure the public hearing is meaningful to the citizens, law requires that it be held in the presence of the Mayor and City Council members. Review of any comments received, and final approval will be conducted in a regular City Council meeting on April 7, 2015, and a resolution will be prepared for Council's consideration.

February 13, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Assistant City Manager  
SUBJECT: Finance Department GEMS Server

Recommendation:

The Council, by resolution, authorize a contract with Harris Enterprise Resource Planning of Broomfield Colorado in an amount not to exceed \$14,025, for the configuration of a City supplied Microsoft Windows based server as a replacement to the existing GEMS system.

Summary:

The Finance Department uses a Windows based server to host the GEMS Finance and Resource management software. This system is used by City Employees to manage financial, utility and payroll information. This server is a critical system for the City of Casper and is at the end of its recommended usage cycle. The amount of \$14,025 will pay for Harris Enterprise to configure and test the GEMS system on a new Windows based server provided by the City.

This project will be funded through the City Manager's Capital Equipment for Technology budget.

A resolution has been prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 27 day of January, 2015, 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. Harris Enterprise Resource Planning, 520 Zang Street; Suite 200, Broomfield, CO, 80021 ("Contractor").

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

### RECITALS

- A. The City is undertaking a project to replace the existing GEMS server with a new server and upgrading our EAE system to the ABS system.
- B. The project requires professional services for installation and configuration of the new GEMS server along with the ABS software.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- Install and configure needed Windows roles, role services and MS Windows features.
- Make any MS Windows configuration changes needed for a stable GEMS application server.
- Install and configure remote database management system software (SQL Server).
- Install required operating system software such as IIS and .Net Framework.
- Install and configure browser files for each application.
- Setup virtual directories and applications for each application in IIS.
- Install, update and configure GemStone and GemsSecurity.

- Migrate current GemStone database and GEMS Logins from outgoing server.
- Install, update and configure QickApp and QuickApp Test.
- Install and configure SkyView on the new server.
- Install, configure and test maintenance/cleanup scripts folder.
- Install, update and configure Unisys ABS software.
- Install and configure all other core applications needed for a stable GEMS application server.
- Initialize and configure GEMS Test and Production application databases.
- Install GEMS test and production applications and apply latest consolidated patches.
- Install Remote Output Control (ROC) system and migrate ROC Aliases from old system.
- Install, configure and test SQL server backup and maintenance scripts for the GEMS databases.
- Install and configure tools scripts folder and core WFL files for each GEMS application.
- Copy databases, database configurations, WFL files, organization data, and tools folder from old server to new server.
- For each GEMS application, establish connection to GEMS browser server.
- For each GEMS application, establish connection to GEMS application server.
- Complete basic system functionality testing.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 1<sup>st</sup> day of May, 2015.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Fourteen Thousand and Twenty Five Dollars (\$14,025).

4. METHOD OF PAYMENT:

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

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy,



## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

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

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

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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

#### 5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$1,000,000

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 15-36

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HARRIS RESOURCE PLANNING. FOR PROVISION OF EQUIPMENT AND PROFESSIONAL SERVICES FOR THE CONFIGURATION OF A REPLACEMENT WINDOWS SERVER FOR THE GEMS APPLICATION.

WHEREAS, the City of Casper desires professional services to configure a City supplied Windows server for the GEMS application; and,

WHEREAS, Harris Enterprise Resource Planning, is able and willing to provide said services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Harris Resource Planning, for services related to the configuration of a Windows server to host the GEMS Application, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement in an amount not to exceed Fourteen Thousand Twenty Five Dollars (\$14,025).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor

February 17, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: Andrew Beamer, Public Services Director  
Pete Meyers, Assistant Public Services Director  
SUBJECT: Lease Agreement for the Casper Speedway

Recommendation:

That Council, by resolution, authorize an agreement with the Casper Speedway Association (Association) for the lease and operation of the Casper Speedway.

Summary:

The Casper Speedway is a half mile dirt track located to the northeast of the Casper Events Center. This City-owned track is used for automotive racing events. Races are held most weekends between the beginning of May and the end of August. The average attendance last year was 546 people per event, with total summertime attendance reaching 7,639 people and total revenues reaching \$120,488.

The Casper Speedway has been operated by the non-profit Association for the last nine years. This arrangement has been managed through a series of lease agreements, with the most recent lease agreement expiring on October 31, 2014. The City has since issued a Request for Proposals to any group or individual that might be interested in managing the speedway. The proposal from the Association was the only proposal received.

The board of the Association was interviewed by City staff on December 4, 2014. Various aspects of the track's operation were discussed at that time, along with the condition of the track itself and its associated fencing, bleachers, and outbuildings.

Some highlights of the lease agreement include:

Term: This is a one-year lease with an option to extend for up to two additional years.

Rent: Rent will be \$500 per year.

Operations Plan: The Association is required to submit an annual operations plan that specifies when racing events will be held. An annual report must be submitted at the season's end.

Noise: The engines of the racers are quite loud, and events typically occur on Friday and Saturday nights. For this reason, the lease specifies that events must be over by 10:30 PM.

Security: The Association is required to have security on hand for all events.

Facility Maintenance: The Association is required to care for the track itself, and must pay for repairs that individually cost less than \$250 each. Larger repairs are handled by the City. The lease also specifies seasonal and weekly maintenance activities that must be performed.

A resolution is prepared for Council's consideration.

CASPER SPEEDWAY LEASE AGREEMENT

THIS LEASE, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the following parties:

1. City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, referred to hereinafter as “Lessor,” and,
2. Casper Speedway Association, PO Box 4353, Casper, Wyoming, 82604, hereinafter referred to as the “Lessee.”

Throughout this document, the Lessee and the Lessor may be collectively referred to as the “Parties.”

IN CONSIDERATION of the rents, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agrees as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease and Lessee hereby leases from Lessor certain property known as the Casper Speedway, located in North Platte Park, Casper, Wyoming, more specifically described with the attached metes and bounds legal description (Attachment A) and map of the premises (Attachment B) together with the following improvements and fixed assets:

- Bleachers
- Bathroom
- Announcer’s Booth
- Walls and Fence
- Lighting Equipment
- Merchandise Hut
- Upper Gate Building
- Parking Areas
- Pit Building
- Pit Drive-In Window Building
- Scale Shack
- Concession Areas
- Restroom Facilities

Leased premises shall also include all other amenities and facilities paid for by the City of Casper and clearly associated with, and affixed to the area collectively known as the Casper Speedway.

The “leased premises” are leased to Lessee “AS IS WITH ALL FAULT, WITHOUT WARRANTY, EXPRESS OR IMPLIED.” LESSEE AGREES AND UNDERSTANDS

THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE, AND THE LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM:

The term of this lease shall be for a period commencing from the date of execution to and including the 31st day of October, 2015. Lessee shall have the option to extend and renew the lease for two (2) additional one (1) year terms under the same terms and conditions as herein set forth, by giving the Lessor sixty (60) days written notice of his intent to exercise each option prior to the end of the lease term or any extension thereof. The request for lease renewal shall be accompanied by the Lessee's annual report (see Section 20 of this contract). The lease shall not be renewed until such time that all requested documentation has been submitted. Lessor shall have the right, within thirty (30) days after receiving the notice from Lessee, to give Lessee written notice that the Lessor rejects such extension and in such event, this Lease shall terminate at the end of the lease term, or any extension thereof, in which such notice was given.

3. RENT:

The lease rental for said term shall be at the rate of Five Hundred Dollars (\$500.00) in advance of each lease term. The rental payment is to be due upon the execution of this Lease, and on or before the start date of any renewal or extension thereof.

4. CANCELLATION:

The Lessor has the right to cancel this Lease for cause upon written notice to the Lessee of such cancellation. Both parties agree that any breach of any terms of this Lease Agreement shall constitute cause for termination.

5. USE:

The Lessee shall use the premises for motor sports competition and related activities. Such use shall be administered in a careful and proper manner and shall comply with and conform to all National, State, and Municipal laws, and all regulations relating to the possession, use, or maintenance of the property and related activities. The City Manager or his designee may grant exceptions to the intended use.

6. ANNUAL OPERATIONS PLAN:

The Lessee, within sixty (60) days of the execution of this Agreement, shall submit an Operations Plan to the City Manager or his designee. The plan shall specify days, and hours of operation for those days. The plan will pertain to the term of this lease and shall commence thirty (30) days after its submission. In the event the City Manager or his designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved. In the event that the lease is extended, the

Lessee shall submit an additional annual Operations Plans for each year of extension. Such additional operations plans will be submitted within sixty (60) days of any agreement to extend the lease agreement.

7. RIGHT TO ENTRY:

The Lessor reserves the right of ingress and egress to and from all areas of the leased property for the purpose of maintenance, public safety, and inspection purposes. All installed door locks on the premises will remain consistent with the City's masterlock system. Lessee will upgrade all non-compliant door locks to be compatible with the Lessor's masterlock system prior to the first day of the 2015 racing season. Any door lock added to the facility will be equipped with a door lock that is compatible with the City's masterlock system and which has been pre-approved by the Lessor's Parks Manager.

8. SECURITY:

The Lessee will provide security personnel on site during events. Security personnel will be at least 18 years of age. Security personnel will have training or experience in techniques and methods for appropriately handling security issues, including, but not limited to, disruptive customers, threatening behavior, intoxicated individuals, and allegations of criminal activity. The Lessee will keep a record of each security person's training and/or experience, and copies of these records will be sent to the Lessor upon request of the Lessor.

9. CUSTOMER COMPLAINTS:

The Lessee will keep a log of formal complaints and critical comments received regarding the operations of the Casper Speedway. The Lessee will establish a formal channel for the acceptance and tracking of such complaints. The formal complaint procedure will be detailed in the Lessee's Operations Plan along with a plan for how the Lessee will publicize the complaint process to its customers, racers, and guests. Copies of the log will be sent to the Lessor for review upon request by the Lessor. The log will include, for every complaint received:

- a. The name of the Complainant
- b. The Complainant's phone number and/or email address
- c. Date complaint received
- d. A brief summary of the nature of the complaint
- e. A brief summary of how the complaint was resolved by the Lessee

10. ADDITIONAL FACILITIES OR FIXTURES:

Lessee, at its sole cost, risk, and expense, and subject to the conditions set forth herein, may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities or fixtures shall meet all applicable

City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any proposed temporary or permanent facility, or fixture, shall be submitted for approval of the Lessor. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The City Manager or his designee shall, in addition, have authority to approve or disapprove of all such facilities or fixtures placed upon the leased premises. Only those facilities or fixtures which are temporary in nature and have been constructed or funded by the Lessee may be removed by the Lessee at the end of the lease period. Any permanent facility or fixtures shall be considered the property of the Lessor.

The Lessee is responsible for minor repairs or improvements of the leased premises valued at less than two hundred fifty dollars (\$250) per occurrence, and shall be responsible for damages to the leased premises caused by the negligence of the Lessee. The Lessor will make repairs or improvements valued at two hundred fifty dollars (\$250) or more per occurrence at the discretion of the City Manager or his designee, and with respect to manpower and financial constraints.

Lessee may, at the termination of this lease, remove all equipment, facilities or fixtures that are of a temporary nature. Any permanent facility or fixtures shall be considered the property of the Lessor.

The Lessor reserves the right to make such improvements to the property as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein.

#### 11. MAINTENANCE AND UTILITIES:

Lessee has the obligation to maintain the leased premises in good order and repair during the term of this Lease. The Lessee shall be responsible for all repairs and maintenance to the leased premises and its temporary and permanent improvements, with the exception that the Lessor may, in the sole discretion of City Manager or his or her designee, make repairs to the permanent facility or improvements thereof that will otherwise be owned by the City at the termination of the lease, or any extension or renewal thereof.

It is the intent of the Lessor to insure that the facility is maintained so as to present as visually pleasing appearance as possible. Lessee shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of the operation. The schedule of maintenance and cleaning of the Casper Speedway will include, at a minimum:

##### Preseason:

- Fencing repairs
- Grading and leveling of all parking areas and Pit area

- All buildings to be cleaned, repaired, and painted if necessary
- Removal of all litter, concrete, posts, tires, glass, and loose debris.
- Storage area east of the Casper Speedway is to be sorted and unwanted items properly disposed of.
- ADA entrance to bleachers to be leveled to meet requirements of the ADA
- All lights in buildings and on the track are to be checked and put in proper working order.

Weekly Maintenance During the Season:

- Removal of debris that has gathered, to include litter, tires, metal, vegetation, oil, paint, and concrete.
- Concession stands to be kept in neat and orderly fashion as well as up to all health code standards. Appropriate health inspection certificate shall be on display.
- Restrooms cleaned after each event.
- Fencing inspected and repaired.
- All buildings cleaned, interior and exterior, including, but not limited to: windows, floors, furnishings, fixtures, and stairs.
- Repairing any holes or washouts in parking areas for spectator safety.
- Trash receptacles to be emptied, including all trash cans and dumpsters.

Post Season Schedule:

- All buildings to be appropriately winterized. Gates shall be locked. Buildings shall be locked and sealed from the elements. Plumbing systems shall be drained or appropriately protected from freezing.
- West concession stand septic tank to be emptied and/or professionally winterized.
- Items to be removed from storage areas, with minimal items left for winter storage.\
- All food including condiments, dried foods, beverages, canned items, and frozen foods will be removed from the facility.

The Lessee shall make arrangements with the Lessor to perform two (2) formal walkthrough inspections of the facility, one each to occur in the spring and the fall. The spring and fall walk through inspections will each have at least one representative of the Lessee and one representative of the Lessor in attendance. Inspections will review the physical condition and cleanliness of the Casper Speedway facility, including its grounds, buildings, fences, and parking areas. The spring walk through will be conducted at least thirty (30) days before the first scheduled racing event is to take place, and the fall walk through will occur during the month of October. A walk through report detailing any problems will be produced by the Lessor and delivered to the Lessee. The Lessee and the Lessor will develop a mutually agreed upon schedule for addressing any identified problems.

Materials that are used periodically on a temporary basis for the conduct of the operation shall be neatly arranged and generally removed from the sight of the casual observer.

The Lessee shall be liable to the Lessor for damages caused to the leased premises and to permanent facilities and fixtures as a result of Lessee's operations or Lessee's failure to reasonably maintain the leased premises in its condition as it exists as of the date of the execution of this lease.

Lessee shall, at its own cost and expense, provide all utilities and services provided upon the leased premises, including, but not limited to, electricity, water and the servicing of restrooms, and shall pay for all charges as and when due.

## 12. INDEMNIFICATION AND INSURANCE:

This agreement is made upon the expressed condition that the Lessor shall be free from all liabilities and claims for damages and/or lawsuits for, or by reason of, any injury or injuries, to any person or damage to property from any cause or causes whatsoever, while in or upon the leased premises or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor.

Lessee agrees that it will protect, indemnify, and hold the Lessor, its elected officials, employees, and agents harmless from all liabilities, costs, losses, expenses, suits, claims, and damages however occurring arising from or relating to the Lessee's use of the leased premises. Lessee further agrees to defend at its cost the Lessor in any actions filed in court which may arise from such death, injury, cost, loss, expense, claim, or damage in the event the Lessor is named as a defendant in said action.

Lessee agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for any claimant for any number of claims arising out of a single transaction or occurrence, Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and Fifty Thousand Dollars (\$50,000.00) for any property damage. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the Lessor, and that they will not be canceled without thirty (30) days prior written notice to Lessor. The intent of this lease section is to insure that sufficient funds are available to fully insure Lessor for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. §1-39-118. If the limits set forth in said Statute are altered, Lessee shall procure insurance to provide Lessor with full coverage according to said altered limits. The full limits of insurance required by this contract section shall be available to indemnify Lessor, if necessary for any liability incurred by Lessor due to Lessee's use and occupancy of the leased premises.

It is the intent of the parties that Lessor does not waive any immunity or limitation of its liability which is afforded by the Wyoming Governmental Claims Act.

Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance **prior** to the Lessee using the leased premises for the uses specified in this Lease.

The parties hereto agree and understand that the insurance coverage as provided and set forth above is a material provision of this lease. Lessor shall have the unequivocal right to terminate and cancel this Lease if the insurance provided for herein is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

### 13. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor, in writing, of any of the following: 1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these

investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

14. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, board members, contractors, or volunteers to violate any of the terms and conditions of this Lease Agreement, nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises or otherwise.

15. RULES AND REGULATIONS:

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and regulations of the Lessor. The Lessee will establish or adopt rules for officiating and managing each racing event. The Lessee will ensure that the rules are promulgated to the participants. The Lessee will ensure that races are officiated fairly and impartially by race officials who are appropriately trained and/or certified to officiate at such races.

16. NOTICES:

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

Lessor: City Manager  
City of Casper, Wyoming  
200 North David  
Casper, Wyoming 82601

Lessee: Casper Speedway Association  
PO Box 4353  
Casper, WY 82604

Any such written notice or demand shall be considered served upon the other Party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at the date and time it is deposited in the United States Mail, postage prepaid.

17. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer on behalf of the Lessor any and all taxes and assessments that may be assessed against the property upon reasonable notice by the Lessor as to the amount due and owing.

18. LESSEE'S RIGHT OF INSPECTION:

Lessee has fully inspected the property and that the Lessee is satisfied with and has accepted the property in its current condition.

19. OPERATIONS:

Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Operations Plan and at such other times as may be convenient for the parties. All funds collected by the Lessee, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the general public including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. Lessee shall keep and maintain proper records reflecting all revenues and expenditures.

20. ANNUAL REPORT:

Lessee shall file an annual report to the Lessor. The report shall be due on October 31 of each year. The report shall provide a summary of its annual operations, including sections that specifically address:

- Number of races held in the previous year, along with the date, race type, and number of racers
- Number of spectators for each event date in the previous year
- A list of racing accidents that occurred in the previous year, to include any incident in which a racer was injured to the point of requiring medical attention

- A list of spectator accidents, to include any incident in which a race spectator was injured while attending an event at the Casper Speedway, provided that the injury was reported in any way to a boardmember of the Lessee, employee of the Lessee, or volunteer who was working on behalf of the Lessee
- A copy of the complaint log for all complaints received in the previous year
- Current proof of insurance
- A financial statement of revenues and expenses, categorized appropriately per normal accounting procedure and custom
- A copy of the most recently completed walk through notes, along with a response from Lessee on which issues have been addressed and the status of those issues that remain to be addressed

21. MISCELLANEOUS COVENANTS:

The Lessor further covenants that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the leased premises during the term hereof.

Lessee agrees that it shall not discriminate against or toward any individual or group, and no membership in any organization is necessary to enable the general public or private or professional groups to use the property for its intended purpose upon the payment of such fees as are prescribed by Lessee, and provided they comply with Lessee's established rules and regulations, all of which shall have been specified in the Lessee's Operations Plan.

The Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the demised premises, and shall allow no liens to be placed against the demised property.

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

Lessee shall take all necessary measures to abate noise levels that may violate applicable City Ordinance(s). Lessee further agrees to terminate all race activities by 10:30 p.m. A first warning will be issued by the Lessor upon violation of the terms of this paragraph. The issuance of three (3) warnings may result in the termination of the lease.

Lessee shall make all reasonable efforts to coordinate and cooperate in the conduct of activities and events with the Motocross Track.

Executed by the parties on the day and year first above written.

APPROVED AS TO FORM:

  
\_\_\_\_\_

LESSOR:

CITY OF CASPER, WYOMING  
A Municipal Corporation

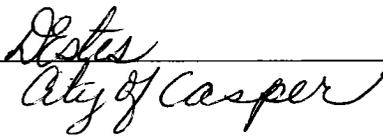
ATTEST:

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

\_\_\_\_\_  
Charlie Powell  
Mayor

WITNESSETH:

LESSEE:

  
\_\_\_\_\_  
City of Casper

  
\_\_\_\_\_  
Benji Bayne  
President

Attachment A

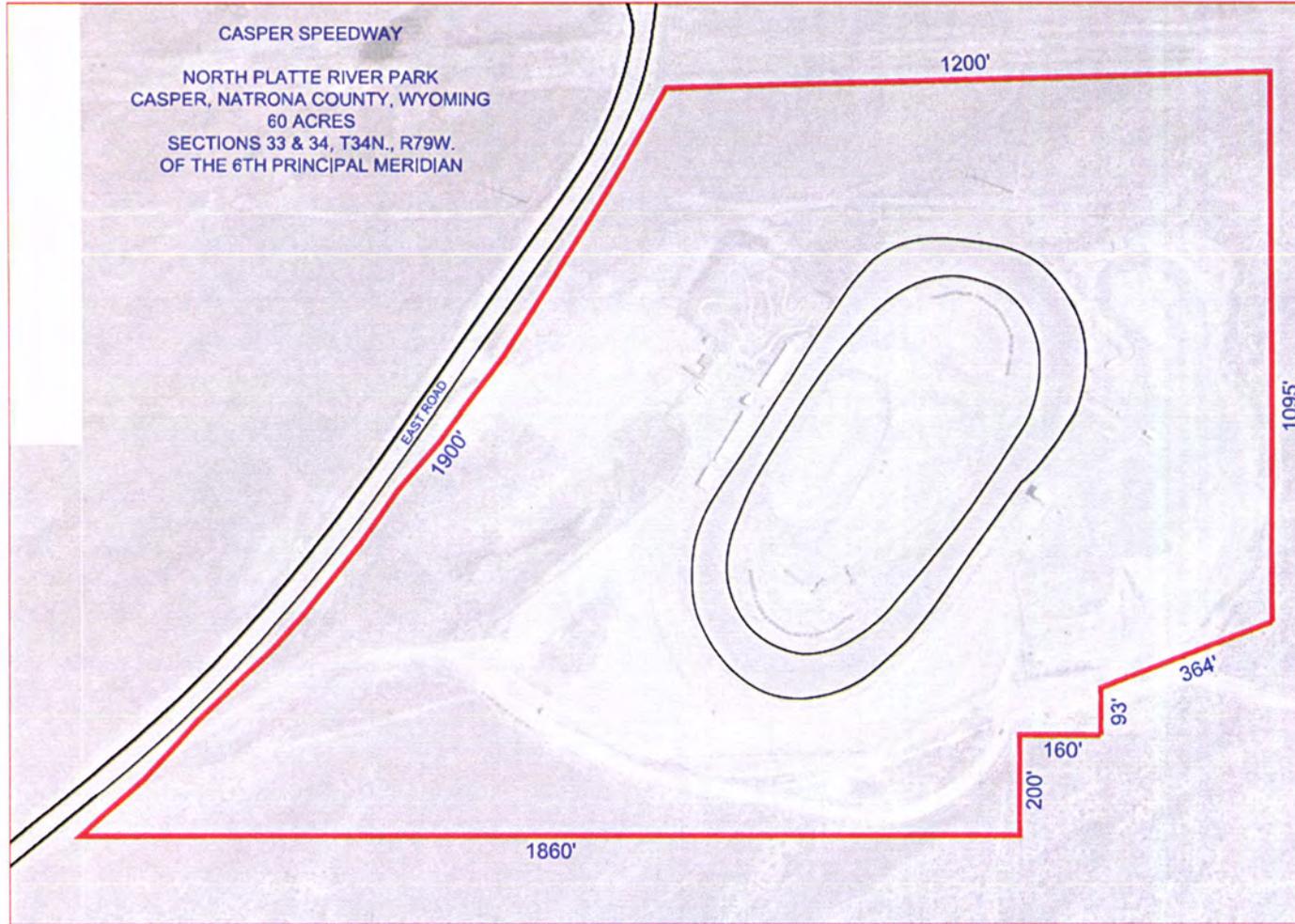
Metes and Bounds Description of the Leased Premesis:

The property is more specifically described as an area located within Sections 33 and 34, Township 34 N., Range 79 W., with the following metes and bounds description:

Commencing at the northwest corner of Section 34, Township 34 N., Range 79 W., being the Point of Beginning; thence east a distance of 500.00 feet to the northeasterly corner of the property; thence south a distance of 1,095.00 feet, more or less, to the southeasterly corner of the property; thence west and south a distance of 364.00 feet, more or less, to a point representing the north end of the entrance gate; thence south a distance of 93.00 feet, more or less, to the southerly boundary of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 34, Township 34 N., Range 79 W.; thence west 160.00 feet, more or less, to a point along the section line common to Section 33 and Section 34, Township 34 N., Range 79 W.; thence south a distance of 200.00 feet to a point; thence west a distance of 1,860.00 feet, more or less, to the east right-of-way fence of East Road, being the southwest corner of the property; thence north and east along said east right-of-way fence a distance of 1,900.00 feet, more or less, to the northerly boundary of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 33, Township 34 N., Range 79 W., being the northwesterly corner of the property; thence east a distance of 1,200.00, more or less, to the Point of Beginning and containing 60 acres, more or less.

Attachment B

Map and Aerial view of the Casper Speedway



RESOLUTION NO. 15-35

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER SPEEDWAY ASSOCIATION FOR THE LEASE AND MANAGEMENT OF THE CASPER SPEEDWAY.

WHEREAS, the City of Casper owns the Casper Speedway, a half-mile dirt track and associated structures located in North Platte Park; and,

WHEREAS, the City of Casper desires to lease the Casper Speedway to an operator that is willing and able to host public motor sporting events; and,

WHEREAS, the Casper Speedway Association has indicated that it is ready, willing, and able to lease and operate the Casper Speedway, and to host appropriate events for the enjoyment of the dirt track racing community and the public.

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 one-year lease agreement with the Casper Speedway Association in the amount of Five Hundred Dollars (\$500.00).

PASSED APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor

March 3, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Treto Construction, LLC  
Eagle Drive Storm Sewer Repair, Project No. 14-44

Recommendation:

That Council, by resolution, authorize an agreement with Treto Construction, LLC, for construction of the Eagle Drive Storm Sewer Repair, Project No. 14-44, for the base bid amount of \$86,700. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$8,300, for a total project amount of \$95,000.

Summary:

On February 10, 2015, bids were received from five (5) contractors for construction of the Eagle Drive Storm Sewer Repair Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Treto Construction, LLC</b>	<b>Casper, Wyoming</b>	<b>\$ 86,700</b>
Installation & Service Co.	Mills, Wyoming	\$ 97,300
Western Plains Landscaping	Casper, Wyoming	\$100,820
Wayne Coleman Construction	Mills, Wyoming	\$160,307
Grizzly Excavating & Const.	Casper, Wyoming	\$165,036

The Engineering Office estimate for the project was \$70,000.

The City of Casper was made aware of a collapse of a 48-inch corrugated metal storm pipe outlet just north of 3540 Eagle Drive in the summer of 2014. There are three (3) storm pipes side-by-side at this location, and all three have suffered from rust corrosion, which was the cause of one pipe collapsing. The length of the metal pipe section is approximately 45 feet and connects to concrete pipe, all within a City easement. No work has to be done in any street section so no traffic will be disturbed.

Plans for the project include removal of the rusting metal pipes and installation of new 42-inch concrete pipe. Construction of the improvements is to be completed by June 5, 2015.

Funding for the project will be from 1%#14 funds for Stormwater Projects.

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 Treto Construction, LLC, 1316 S. Melrose Street, Casper, WY 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to repair a segment of storm sewer main near Eagle Drive; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the City of Casper, Eagle Drive Storm Sewer Repair, Project 14-44.

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, Eagle Drive Storm Sewer Repair, Project 14-44.

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 May 22, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by June 5, 2015.
- 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 Eighty-Six Thousand Seven Hundred and 00/100 Dollars (\$86,700.00), 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 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 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
  - 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 5.3, 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 (\$25,000.00) 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-6, 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 seven (7) 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: Eagle Drive Storm Sewer Repair - Sheets 1-5

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.

APPROVED AS TO FORM:  
 (*Eagle Drive Storm Sewer Repair, Project 14-44*)

*Walla Trembo*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:	CONTRACTOR: <u>Treto Construction, LLC</u> <u>1316 S. Melrose Street</u> <u>Casper WY 82601</u>
---------	--

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

V.H. McDonald

Title: City Clerk

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

Charlie Powell

Title: Mayor



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: \$ 86,700.00  
TOTAL BASE BID, IN WORDS: Eighty six thousand  
seven hundred and 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:

Treto Construction, LLC  
1316 S. Melrose St.  
Casper, WY 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 February 10, 2015.

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: Treto Construction, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: German G. Treto (seal)

(Title)

(Seal)

Attest: Cristina Treto

Business Address: 1316 S. Melrose st.  
Casper, WY 82601

Phone Number: (307) 237-8836

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 (Revised 2/4/20215)**  
**EAGLE DRIVE STORM SEWER REPAIR**  
**Project No. 14-44**

**Bid Date:** February 10, 2015

**COMPANY NAME:** Treto Construction, LLC

**ADDRESS:** 1316 S. Melrose St., Casper, WY 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      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	3,000.00	3,000.00
2	Remove & Dispose of Existing 48" CMP Storm Sewer Pipe	LF	140	50.00	7,000.00
3	F&I New 48" RCP Storm Sewer Pipe	LF	170	300.00	51,000.00
4	Unclassified Excavation (Remove/Reset/Recompact)	LS	1	1,500.00	1,500.00
5	F&I Pipe Foundation Material	CY	25	100.00	2,500.00
6	F&I Pipe Bedding & Encasement Material	CY	180	80.00	14,400.00
7	Revegetation - Native Seed Mix	SF	2400	0.75	1,800.00
8	Erosion & Sedimentation Control Implementation	LS	1	2,500.00	2,500.00
9	Erosion & Sedimentation Control SWPPP	LS	1	1,000.00	1,000.00
10	Access Road Grading & Revegetation	LS	1	2,000.00	2,000.00
<b>TOTAL BASE BID</b>					<b>86,700.00</b>

RESOLUTION NO. 15-37

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE EAGLE DRIVE STORM SEWER REPAIR PROJECT NO.14-44.

WHEREAS, the City of Casper desires to perform a storm sewer repair to a 48" storm sewer pipe near 3540 Eagle Drive; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the Eagle Drive Storm Sewer Repair, Project 14-44; 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 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 Treto Construction, LLC, for those services, in the amount of Eighty-Six Thousand Seven Hundred and 00/100 Dollars (\$86,700.00).

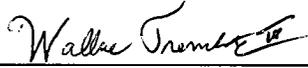
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Eighty-Six Thousand Seven Hundred and 00/100 Dollars (\$86,700.00), and Eight Thousand Three Hundred and 00/100 Dollars (\$8,300.00) for a construction contingency account, for a total price of Ninety-Five Thousand and 00/100 Dollars (\$95,000.00).

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 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 \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

(Eagle Drive Storm Sewer Repair, Project 14-44)



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor

March 3, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: Andrew Beamer, P.E., Public Services Director  
SUBJECT: Change Order No. 1  
Country Club Road Reconstruction –  
Wyoming Boulevard to Ardon Lane, Project, No. 14-23

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Knife River, Inc.(Knife River), for an increase of \$78,305 as part of the Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project.

Summary:

Knife River is under contract with the City of Casper for the Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project. The project will reconstruct Country Club Road to City standards, with a 36-ft paved width, curb and gutter, sidewalks, and street lights. A 16-inch water main will also be installed for future expansion of the East Casper Zone 3 pressure zone.

Change Order No. 1 is for the extension of a sanitary sewer main from the Gosfield Village No.4 subdivision to the south of Country Club Road. Extension of the sewer at this time will allow future development to connect to the sewer system without having to excavate the newly reconstructed roadway. The City of Casper will be reimbursed for the sewer extension as development occurs.

The contract with Knife River will be \$1,428,724 with award of this Change Order No. 1. The proposed increase will be paid for with miscellaneous sewer main replacement funds.

A resolution is prepared for Council's consideration.

**CHANGE ORDER**

No. 1

PROJECT 14-23 Country Club Road Reconstruction Wyoming Boulevard to Ardon Lane

DATE OF ISSUANCE 11/10/2014      EFFECTIVE DATE 11/15/2014

OWNER      City of Casper  
 OWNER'S CONTRACT NO    14-23  
 CONTRACTOR      Knife River                      ENGINEER      ECS Engineers

You are directed to make the following changes in the Contract Documents.

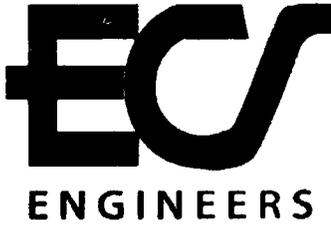
Description:    Additional work to complete sanitary sewer installation for Country Club Road form the large drainage north to the property.

Attachments: Bid document from Knife River submitted to CW Corner LLC for the estimation of construction costs for the sanitary sewer installation.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>1,350,419.00</u>	Original Contract Times Substantial Completion: <u>June 30, 2015</u>
Net changes from previous Change Orders No. ___ to No. \$ <u>0</u>	Net change from previous Change Orders No. ___ to No. <u>0</u> days
Contract Price prior to this Change Order \$ <u>1,350,419.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>June 30, 2015</u>
Net Increase (decrease) of this Change Order \$ <u>78,305.00</u>	Net Increase (decrease) of this Change Order <u>0</u> days
Contract Price with all approved Change Orders \$ <u>1,428,724.00</u>	Contract Times with all approved Change Orders Substantial Completion: <u>June 30, 2014</u>

RECOMMENDED:	APPROVED:	ACCEPTED:
By:  Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By:  Contractor (Authorized)
Date: <u>2/11/15</u>	Date: _____	Date: <u>2-3-15</u>

EJCDC No. 1910-8-B (1990 Edition)  
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.



Country Club Road Reconstruction  
 Sanitary Sewer Bid Sheet  
 7/2/2014

Knife River

SCHEDULE A					
SANITARY SEWER					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
40	10" SEWER MAIN	LF	<del>380</del> 465	37 <sup>00</sup>	17,205 <sup>00</sup>
41	8" SEWER MAIN	LF	800	34 <sup>00</sup>	27,200 <sup>00</sup>
42	SEWER MANHOLE	EA	6	4,770 <sup>00</sup>	28,620 <sup>00</sup>
43	UNCLASSIFIED EXCAVATION	CY	1100	4 <sup>80</sup>	5,280 <sup>00</sup>
SUBTOTAL					78,305 <sup>00</sup>

*Mark P. Gough*

**BID SCHEDULE**

**City Hall Fountain Painting  
PROJECT NO. 14-66  
February 2015**

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

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	COST
1	Surface preparation and painting of the <b>City Hall Fountain</b> .	LS	1	\$ 38,950.00

• **TOTAL BASE BID IN WORDS:**

Thirty Eight thousand nine hundred fifty dollars and no cents

\_\_\_\_\_

\_\_\_\_\_

This bid submitted by: Corporation  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 15-38

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH KNIFE RIVER, INC., FOR A PRICE INCREASE AS PART OF THE COUNTRY CLUB ROAD RECONSTRUCTION – WYOMING BOULEVARD TO ARDON LANE PROJECT.

WHEREAS, Knife River, Inc., is performing services under the terms of an agreement with the City of Casper for the Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project; and,

WHEREAS, the City of Casper desires to extend a sanitary sewer main from the Gosfield Village No.4 Subdivision to the south side of Country Club Road; and,

WHEREAS, the cost for the sewer main extension will be paid for with miscellaneous sewer main replacement funds; and,

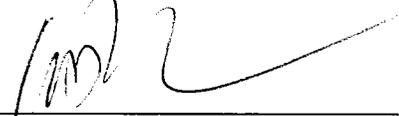
WHEREAS, Knife River, Inc., is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute a contract extension to the Agreement with Knife River, Inc., for extension of a sanitary sewer main related to the Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project, for a contract price increase in the amount of Seventy-Eight Thousand Three Hundred Five and 00/100 Dollars (\$78,305.00).

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, for a total revised contract amount of One Million Four Hundred Twenty-Eight Thousand Seven Hundred Twenty-Four and 00/100 Dollars (\$1,428,724.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor

March 3, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Jason Knopp, P.E., City Engineer  
Andrew Colling, Engineering Technician

SUBJECT: Agreement with Wyoming Power Wash, Inc.  
City Hall Fountain Painting Project No. 14-66

Recommendation:

That Council, by resolution, authorize an agreement with Wyoming Power Wash, Inc., for the City Hall Fountain Painting Project No. 14-66, in the amount of \$38,950. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,000, for a total project amount of \$43,950.

Summary:

On Thursday, February 12, 2015, two (2) bids were received from contractors for the surface preparation and re-coating of the water fountain at Casper City Hall. The bids received for this work follow:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Wyoming Power Wash</b>	<b>Mills, Wyoming</b>	<b>\$38,950</b>
Carr Coatings	Lovell, Wyoming	\$44,850

The estimate prepared by the City Engineering Office was \$40,000, with the low bid received at \$38,950. Adding a construction contingency amount of \$5,000 will bring the total contract amount to \$43,950.

The project includes the surface preparation and re-coating of the water fountain located at Casper City Hall at 200 North David. Work is scheduled to be completed by May 29, 2015.

Funding for this project will be from 1%#14 monies set aside in the Buildings and Structures Fund for Building Repairs.

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 with Wyoming Power Wash, Inc., PO Box 505, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to recoat the statue at the Casper City Hall; and,

WHEREAS, Wyoming Power Wash, Inc. is able and willing to provide those services specified as the City Hall Fountain Painting Project No. 14-66.

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 Hall Fountain Painting Project No. 14-66, 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 The Work will be substantially completed by May 22, 2015 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by May 29, 2015.
- 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 Two Hundred Dollars (\$200.00) 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 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 One Hundred Dollars (\$100.00) 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 Thirty-Eight Thousand Nine Hundred Fifty Dollars (\$38,950.00) 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 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 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 No. (1).
- 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 six (6) sections.
- 8.10 Special Provisions consisting of one (1) section.
- 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:

**City Hall Fountain Painting Project No. 14-66**
- 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 \_\_\_\_\_, 2015.

APPROVED AS TO FORM:  
(City Hall Fountain Painting Project No. 14-66)

\_\_\_\_\_  


CONTRACTOR:

Wyoming Power Wash, Inc.  
PO Box 505  
Mills, Wyoming 82644

ATTEST:

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

V. H. McDonald

Charlie Powell

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:     **City of Casper**  
  **City Hall Fountain Painting**  
  **Project 14-66**

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 May 22, 2015, and completed and ready for final payment not later than May 29, 2015, 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                                        Dated   2-3-15    
          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,

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: \$ 38,950.00

TOTAL BASE BID, IN WORDS: Thirty eight thousand nine hundred fifty dollars and no cents 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: Wyoming Power Wash, Inc.

Address of Bidder: P.O. Box 505  
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 February 12, 2015.

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)

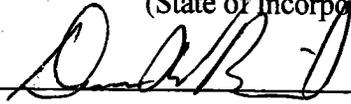
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Wyoming Power Wash, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By:  Dean W. Boril (seal)  
President  
(Title)

(Seal)  
Attest:  Edwin W. Atchley  
Vice-President

Business Address: P.O. Box 505  
Mills, WY 82644

Phone Number: 307-235-4838

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.)

RESOLUTION NO. 15-39

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING POWER WASH, INC., FOR THE CITY HALL FOUNTAIN PAINTING PROJECT.

WHEREAS, the City of Casper desires to re-coat the water fountain at Casper City Hall; and,

WHEREAS, Wyoming Power Wash, Inc., is able and willing to provide those services specified as the City Hall Fountain Painting, Project No. 14-66; 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) 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 Wyoming Power Wash, Inc., for those services, in the amount of Thirty-Eight Thousand Nine Hundred Fifty Dollars (\$38,950).

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 Thirty-Eight Thousand Nine Hundred Fifty Dollars (\$38,950) and Five Thousand Dollars (\$5,000) for a construction contingency account, for a total price of Forty-Three Thousand Nine Hundred Fifty Dollars (\$43,950).

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), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor

February 23, 2015

TO: John C. Patterson, City Manager.

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

RE: Purchase and Loan Agreement for the Acquisition by the Casper Housing Authority of Disability Group Home Housing Units from Windy City Enterprises, Inc.

Recommendation:

That Council, by Resolution, authorize a "Purchase and Loan Agreement" between the Casper Housing Authority, Windy City Enterprises, Inc., and the City of Casper for the acquisition by the Casper Housing Authority of disability housing properties currently owned by Windy City Enterprises, Inc.

Summary:

Council had previously authorized staff to move forward with preparing documents for the City to loan the Casper Housing Authority a sufficient sum to pay off a loan held by the United States Department of Housing and Urban Development (HUD) for two properties owned by Windy City Enterprises, Inc. (Windy City).

Windy City is now a dissolved corporation, and HUD had started the process to foreclose the group home properties. The Casper Housing Authority would like to pay off the HUD loan so that it could take over the ownership of these group homes and operate them into the future. In working with HUD, the parties have arrived at a payoff amount in the sum of \$360,939.45, as of March 5, 2015. This payoff amount has been structured into a "Purchase and Loan Agreement" between the parties which provides that the Casper Housing Authority is to repay this sum to the City over a fifteen (15) year period at 4% per annum. The monthly payment due from the Casper Housing Authority to the City under this arrangement will be the sum of \$2,669.83, commencing on May 1, 2015.

This agreement is being moved forward for approval at the council meeting on March 3, 2015, so that the matter may be closed between the parties on March 5, 2015, being the payoff date for HUD. However, it will take approximately 30 to 40 days for HUD to process the payment and issue a release of its mortgage. As such, the parties will need to enter into an escrow agreement with the title company to hold the City's payment, as well as the deed and mortgage for the property pending the full release of the mortgage held by HUD. In order to accomplish the closing under these circumstances, the resolution approving this matter further provides that Council is granting the City Attorney, or his designee, authority to execute an escrow agreement for this purpose at the time of closing.

## PURCHASE AND LOAN AGREEMENT

This Purchase and Loan Agreement (the "Agreement") is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and in between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming, 82601 hereinafter referred to as "City", the Casper Housing Authority, 145 North Durbin, Casper, Wyoming, 82601, hereinafter referred to as "CHA", and Windy City Enterprises, Inc., an administratively dissolved Wyoming nonprofit corporation, hereinafter referred to as "Windy City".

### Recitals

**WHEREAS**, Windy City was incorporated in January 1979 for the primary purpose of providing evaluation, training, job placement services, rehabilitation services, and opportunities for normal growth for handicapped and disabled individuals. Said purpose was later modified by an amendment to its articles of its incorporation to include authority to solicit and receive funds for the accomplishment of its purposes necessary and incident to operation of a center for developmentally disabled individuals including receipt of funds from the Department of Housing and Urban Development of the United States of America ("HUD"); and

**WHEREAS**, pursuant to the purposes above stated, Windy City purchased certain properties located in the City of Casper, Wyoming, from the City in 1983 for use as group homes for the developmentally disabled and concurrently entered into a building loan agreement with HUD for the construction and rehabilitation of 18 one bedroom units for developmentally disabled housing in two buildings located in Casper (the "Project"); and

**WHEREAS**, the Project was completed and was subject to a promissory note and mortgage for permanent financing in the loan amount in favor of HUD, which mortgage encumbered the Project; and

**WHEREAS**, the Project was also made subject to a Regulatory Agreement between Windy City and HUD, which restricted the use of the Project for the term of the promissory note; and

**WHEREAS**, the legal descriptions of the Project properties which are encumbered by the said mortgage and Regulatory Agreement are set forth on Exhibit "A" attached hereto and by this referenced made apart hereof; and

**WHEREAS**, Windy City operated the Project for many years, however, Windy City eventually discontinued its direct operations and the Project operation was taken over by the CHA, which continues to operate the Project; and

**WHEREAS**, Windy City was administratively dissolved by the Wyoming Secretary of State, and as a result of said dissolution continues its corporate existence, but may not carry out any activities except those necessary to wind up and liquidate its affairs; and

**WHEREAS**, in order to allow the Project to be continued to be used and operated in accordance with its original purposes, the CHA has agreed to purchase the Project from Windy City and the City has agreed to loan the monies for the purchase of the Project to the CHA, which loan is to be secured by a mortgage on the Project in favor of the City; and

**WHEREAS**, Windy City has agreed to accept as the purchase price for the Project an amount equal to the current outstanding amount of the HUD loan and that the said purchase price may be paid directly by the City to HUD in satisfaction of Windy City's obligation to HUD in order to complete required wind up and liquidation of its affairs; and

**WHEREAS**, the parties desire to enter into this Agreement for the above stated purposes, under the terms and conditions set forth in this document.

**NOWHEREFORE**, in consideration in the mutual promises agreements, and conditions contained herein, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated as if fully set forth as part of this Agreement.

2. **Purchase of the Project.** Subject to the terms of this Agreement, CHA agrees to purchase and Windy City agrees to sell the Project to CHA. The purchase price for the Project shall be the amount outstanding under the HUD loan to Windy City as of the date of closing of the purchase. The parties agree that the amount due and payable under said loan as of the date of this Agreement is the sum of \$360,939.45. In order to fund the purchase, the City agrees to loan the CHA an amount equal to the amount of the outstanding HUD loan as of the date of closing.

3. **The Loan.** Subject to the terms of conditions in this Agreement the City hereby agrees to advance and loan to the CHA (which advance shall constitute the "Loan") an amount equal to the amount of the HUD loan to Windy City outstanding as of the date of closing. The loan shall be evidenced by a promissory note between the CHA and the City, and shall be secured by a mortgage given to the City by the CHA as security for the loan (hereinafter referred to the "Loan Documents"). Said loan shall be repaid to the City in monthly installments for one hundred and eighty months with interest thereon at the rate of 4% per annum as set forth in the promissory note attached hereto as Exhibit "B."

4. **Purpose of Loan.** The loan proceeds shall be used by the CHA solely for the purchase of the Project.

5. **Closing.** This Loan shall be closed at such time as Windy City has completed the requirements for payment of its obligations to HUD under the HUD loan, and such requirements are approved by HUD. It is anticipated that the notification process in accordance with HUD regulations and approval by HUD will not exceed ninety (90) days from the date Windy City initiates said process, which Windy City has already commenced. Upon completion of said process, and upon approval by HUD, the parties shall close this transaction at a specified date and time not to exceed 90 days from the date of this Agreement. All obligations of Windy City under this Agreement shall cease upon closing.

6. **Promissory Note and Mortgage.** Upon closing the CHA agrees to execute and deliver to the City a promissory note in the form attached hereto as Exhibit "B" and a mortgage securing the promissory note in the form attached hereto Exhibit "C". Said mortgage shall be a first lien on the Project. At no time shall the loan evidenced by this Agreement, the promissory note and mortgage be subordinated to any other indebtedness without the prior consent of the City.

7. **Restrictions on Project Use.** As a condition of this loan, the CHA shall own and operate the Project in compliance with the restrictions set forth in that certain Quitclaim Deed from the City to Windy City dated September 29, 1983 and recorded as instrument No. 359322, recorded in the office of the County Clerk on October 3, 1983 and such other purposes as the City and CHA agree to from time to time. In addition, CHA agrees to operate the Project in accordance with the existing housing assistance payment (HAP) contract with HUD, which subjects to Project to the terms and conditions of the HAP contract until such time as the HAP contract is terminated.

8. **Loan Disbursements and Repayments.** Conditioned upon satisfaction applicable conditions to the Loan under this Agreement, funds in the Loan amount shall be disbursed by the City upon closing to HUD. The Loan may be prepaid in full or in part at any time without penalty.

9. **Conditions precedent to Loan Closing.** The City's obligation to perform its duties under this Agreement, including without limitation, disbursement of any funds pursuant hereto shall be subject to the full and complete satisfaction of the following conditions precedent:

(a). The City shall have received fully executed originals of each of the following, each of which shall have been duly authorized, executed (and acknowledged where appropriate) and delivered by the parties thereto, and shall be in the form required by this Agreement, with such modifications as may be approved by the City, including, but not limited to this Agreement; CHA's Promissory Note and Mortgage as described above, and such other documents as the City may reasonably request; and

(b). Approval by HUD of the payoff of the HUD loan, the transfer of the Project to the CHA free and clear of the HUD loan, including the HUD mortgage securing the HUD loan on the Project.

(c). Execution and delivery of a Warranty Deed from Windy City to the CHA in the form attached hereto as Exhibit "D".

(d). Windy City shall have provided the CHA and the City with a title commitment committing a title company to insure the Project in the sum of the total purchase price and reflecting merchantable fee title in Windy City, from a title insurance company authorized to do business within the State of Wyoming, subject only to reservations, restrictions, general taxes for the year of closing, local improvement districts, building and zoning regulations, subdivision and zoning laws, rights of ways and easements of record. The title commitment shall have been

delivered at least twenty (20) days in advance of closing. If the title commitment discloses defects and encumbrances or exceptions to title not permitted by this Agreement, then unless Windy City shall cause such defects, encumbrances or exceptions to be removed from the commitment prior to closing, the City and CHA may terminate this Agreement or may jointly elect to take title as it then is. If the City and CHA do not elect to take title as it then is, this Agreement shall terminate. At closing or as soon as possible thereafter, CHA shall cause a title insurance policy shall to be delivered to conform with the title commitment to itself and a mortgagee's title policy to the City if required. At or before closing, CHA shall pay all costs associated with the issuance of a title commitment, Owner's policy and any mortgagee's title policy and any endorsements if required by the City.

10. **Further Action.** The CHA shall, at any time and from time to time upon request of City, take or cause to be taken any action, execute, acknowledge, deliver or record any further documents or other instruments as City is required to do or obtain as may be required by other federal, state, or county regulatory agencies pertaining the to the Project or the Loan.

11. **Default and Remedies.**

11.1: Events of Default: Upon the occurrence of any of the following events, the City shall have the right to declare a default under the Loan Documents for any of the following reasons:

(a) Any failure of the CHA to make a payment of principal or interest when due or within thirty (30) days thereafter.

(b) Any failure to make any other payment or deposit otherwise required by this Agreement or any related document thereto, that is not cured within ten (10) days following notice from the City to Obligor of CHA's failure to timely make any such payment or deposit.

(c) Any transfer of any right, title, or interest of the CHA in and to the Project without the specific written consent by the City.

(d) Any breach or nonperformance by CHA of any provision of this Agreement or the documents related thereto not otherwise included and set forth in Subsections (a) through (c) above that are not cured within thirty (30) days after notice to CHA of such breach or nonperformance, or such longer cure period as may be permitted under any other specific term of the Loan Documents. Provided, however, if such breach or nonperformance is susceptible to cure but cannot reasonably be cured within such cure period and CHA shall commence to cure such breach or nonperformance within such cure period and shall thereafter diligently and expeditiously proceed to cure the same; then such cure period shall be extended for such time as is reasonably necessary for CHA, in the exercise of due diligence, to cure such breach or nonperformance provided that the CHA shall inform the City in writing of the status of the cure at the expiration period of such cure period and every thirty (30) days thereafter.

11.2: Declaration of Event of Default: City's declaration of an event of default shall be made by written notice to CHA.

11.3: Remedies:

Upon declaring an event of default, City may, in addition to any other remedies which the City may have under the Loan Documents, at its option without prior demand or notice may take any of the following actions:

- (i) Declare the Loan immediately due and payable in full, and accelerate all amounts due under the CHA's Promissory Note;
- (ii) Seek judicial appointment of a trustee;
- (iii) Exercise any right or remedy under the Loan Documents, including, but not limited to the foreclosure of the Mortgage.

Provided however, that the sole remedy for collection of the amount due shall be limited to the property secured by the mortgage, including any rents or profits generated from the Project, foreclosure or conveyance of the Project to the City in lieu of foreclosure and the CHA shall not be liable for any deficiency after foreclosure or such conveyance of the Project.

11.4: Remedies not Exclusive: All remedies of the City provided for herein, the Loan Documents, and in any other related documents are cumulative and shall be in addition to any and all other rights and remedies as provided by law. The exercise of any right or remedy by City shall not in any way constitute a cure or waiver of default hereunder or under any other related document or invalidate any act done pursuant to any notice of default, or prejudice the City in the exercise of any of its rights under this Loan Agreement or other related documents, unless, in the exercise of said rights, City realizes all amounts otherwise due and owing it under said documents.

11.5: No Default Prior to Declaration: No default or event of default shall exist under this Agreement or the CHA's Promissory Note or Mortgage until the same shall have been declared by the City; provided, the failure to declare, or delay in declaring a default hereunder shall not constitute a waiver of any rights or remedies or excuse any failure by CHA to strictly comply with its obligations under this Agreement and any related document thereto.

**12. Miscellaneous Agreements.**

12.1: No Waiver: No waiver of any noncompliance or breach by CHA hereunder shall be implied from any failure by City to take action on account of such noncompliance or breach, and no express waiver shall affect any breach or noncompliance other than as specified in the waiver. Any waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by City to, or of any act by CHA requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to, or of, any subsequent similar act.

12.2: Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the City, the CHA, their successors and assigns, and no other person or

persons shall have any right of action hereunder. The terms hereof shall inure to the benefit of the successors and assigns of the parties hereto, provided however, that the CHA's interest in the Project or the Loan Documents cannot be assigned or otherwise transferred without the prior written consent of the City.

12.3: No Defense Based on City Regulatory Actions. CHA understands that (a) the operations of CHA in the Project are subject to numerous laws, regulations, ordinances and permits, including those of City and other governmental bodies relating to land use, environmental hazards, and other regulatory matters. CHA agrees that notwithstanding any regulatory action or omission of City affecting CHA or affecting the use or development of the Property (whether or not such action or omission shall be determined to be consistent with applicable law in any proceeding), no defense, offset or reduction of liability shall be available to CHA, at law or in equity.

12.4: Time. Time is of the essence of all provisions of the Loan Documents.

12.5 Entire Agreement; Amendments. This Agreement, the other Loan Documents, and the documents, laws and regulations incorporated by reference herein constitute the entire agreement of the parties hereto with respect to the Loan and supersede any prior agreements or understandings, written or oral, with respect to the Loan. Windy City and CHA are not relying upon any promises, representations or understandings, written or oral, in entering into the Loan Documents, other than as expressly set forth in the Loan Documents. The obligations of CHA under the Loan Documents are not conditioned upon, and shall not be affected by, any other agreement, understanding, performance or nonperformance by the City or any other party, and in any proceeding to enforce any of CHA's obligations under the Loan Documents, it shall not be entitled to assert, by way of excuse, offset, counterclaim, grounds for equitable relief, or otherwise, any actual or alleged action or inaction by or on behalf of the City except to the extent that any such action or inaction is expressly required of the City by, and is made a condition of CHA's obligation by, the Loan Documents. No amendment, modification, or termination of any provisions of this Agreement or of any of the Loan Documents shall in any event be effective unless the same shall be in writing and signed by a duly authorized agent of the City and by CHA, and no such writing shall be construed to modify, waive, or affect the terms of the Loan Documents except to the extent that such document expressly so provides.

12.6: Headings. The article and section headings in no way define, limit, extend or interpret the scope of this Agreement or of any particular article or section.

12.7: Number and Gender. When the contexts in which the words are used in this agreement indicate that such is the intent, words in the singular number shall include the plural and vice-versa. References to any one gender shall also include the other gender if applicable under the circumstances.

12.8: Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

12.9: Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming and the City of Casper, except to the extent federal law applies.

12.10: Survival. All agreements, representations and warranties made herein and in the CHA's Note shall survive the execution and delivery of this Agreement and the Loan Documents and the making of the loan hereunder and continue in full force and effect until the obligations of CHA hereunder and the indebtedness evidenced by the CHA's note have been fully paid and satisfied, and thereafter to the extent provided in the Loan Documents, regardless of whether the CHA's note is surrendered or marked as cancelled or paid in full.

12.11: Venue and Forum. In the event that any legal action should be filed by either party against the other, the venue and forum for such action shall be in a court of competent jurisdiction in Natrona County, Wyoming.

12.12: Attorney's Fees. In the event either party shall bring an action to enforce the terms and conditions of this Agreement, each party shall be responsible for their own attorney fees and costs.

12.13: Duplicate Originals; Counterparts. This Agreement may be executed in more than one copy, each copy of which shall constitute but one and the same agreement.

12.14: Construction. The Loan Documents are the product of negotiation between the parties and therefore shall not be construed strictly in favor of, or against, either party except as may be specifically provided in the Loan Documents with respect to particular provisions thereof.

12.15: Notices. Any notice, demand or request required hereunder shall be given in writing at the addresses set forth below by personal service, by facsimile transmission, or by first class mail. The addresses may be changed by notice to the other party given in the same manner as provided above. Notices personally served or sent by facsimile shall be effective when actually received during normal business hours, and otherwise on the following business day. If notice is given by mail, it shall be deemed received on the earlier of: (i) if by certified mail, the date of receipt as shown on the return receipt, or (ii) three (3) days after its deposit in the U.S. Mail.

If to CHA:                   Casper Housing Authority  
                                  145 North Durbin Street  
                                  Casper, WY 82601

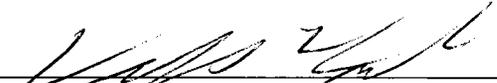
If to City:                   City Manager  
                                  City of Casper, Wyoming  
                                  200 North David  
                                  Casper, Wyoming 82601

12.16: Authority: Each person executing this Agreement hereby states that they have the requisite authority to sign this Agreement for an on behalf of their principals, and that they have the authority to bind each of said parties to each and every term and condition of this Agreement.

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

This Agreement between the parties shall be effective as of the date of the last signature of the parties as set forth below.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

CITY:

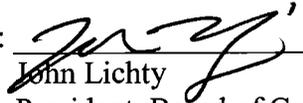
ATTEST:

CITY OF CASPER, WYOMING,  
A Wyoming Municipal Corporation

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

By \_\_\_\_\_  
Charlie Powell  
Mayor

CASPER HOUSING AUTHORITY:

By:   
\_\_\_\_\_  
John Lichty  
President, Board of Commissioners

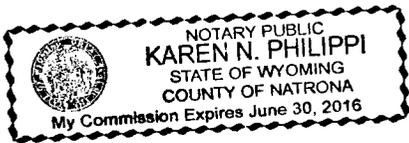


STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 23rd day of February, 2015 by Ed Spears, the sole remaining Director and Officer of Windy City Enterprises, an administratively dissolved Wyoming nonprofit corporation.

Karen N. Philippi  
Notary Public

My commission expires: 6/30/2016.



RESOLUTION NO. 15-40

A RESOLUTION APPROVING A PURCHASE AND  
LOAN AGREEMENT BETWEEN THE CITY OF  
CASPER, THE CASPER HOUSING AUTHORITY, AND  
WINDY CITY ENTERPRISES, INC.

WHEREAS, Windy City was incorporated in January 1979 for the primary purpose of providing evaluation, training, job placement services, rehabilitation services, and opportunities for normal growth for handicapped and disabled individuals. Said purpose was later modified by an amendment to its articles of its incorporation to include authority to solicit and receive funds for the accomplishment of its purposes necessary and incident to operation of a center for developmentally disabled individuals including receipt of funds from the Department of Housing and Urban Development of the United States of America (“HUD”); and,

WHEREAS, pursuant to the purposes above stated, Windy City purchased certain properties located in the City of Casper, Wyoming, from the City in 1983 for use as group homes for the developmentally disabled and concurrently entered into a building loan agreement with HUD for the construction and rehabilitation of 18 one bedroom units for developmentally disabled housing in two buildings located in Casper (the “Project”); and,

WHEREAS, the Project was completed and was subject to a promissory note and mortgage for permanent financing in the loan amount in favor of HUD, which mortgage encumbered the Project; and,

WHEREAS, the Project was also made subject to a Regulatory Agreement between Windy City and HUD, which restricted the use of the Project for the term of the promissory note; and,

WHEREAS, the legal descriptions of the Project properties which are encumbered by the said mortgage and Regulatory Agreement are as follows:

PARCEL NO. 1:

The West one-half of Lot 9, Block 17, in the replat of a portion of Commercial Tract 4, Paradise Valley Subdivision, a subdivision in Natrona County, Wyoming, as per plat recorded January 26, 1977, in book 273 of Deeds, page 371;

PARCEL NO. 2:

The North 20 feet of Lot 27, all of Lots 28, 29 and 30, Block 5, Casper View Addition to the City of Casper, Natrona County, Wyoming; and,

WHEREAS, Windy City operated the Project for many years, however, Windy City eventually discontinued its direct operations and the Project operation was taken over by the Casper Housing Authority (CHA), which continues to operate the Project; and,

WHEREAS, Windy City was administratively dissolved by the Wyoming Secretary of State, and as a result of said dissolution continues its corporate existence, but may not carry out any activities except those necessary to wind up and liquidate its affairs; and,

WHEREAS, in order to allow the Project to be continued to be used and operated in accordance with its original purposes, the CHA desires to purchase the Project from Windy City and the City desires to loan the monies for the purchase of the Project to the CHA, which loan is to be secured by a mortgage on the Project in favor of the City; and,

WHEREAS, Windy City has agreed to accept as the purchase price for the Project an amount equal to the current outstanding amount of the HUD loan (being the sum of \$360,939.45 as of March 5, 2015) and that the said purchase price may be paid directly by the City to HUD in satisfaction of Windy City's obligation to HUD in order to complete the required wind up and liquidation of its affairs; and,

WHEREAS, the parties desire to enter into an agreement for purchase of this property by CHA as described and set forth above.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed, and the City Clerk to attest, a Purchase and Loan Agreement between the City of Casper, The Casper Housing Authority, and Windy City Enterprises, Inc. for the purchase by the Casper Housing Authority of the real property described above pursuant to the terms and conditions of said Agreement.

BE IT FURTHER RESOLVED: that William C. Luben, as the Casper City Attorney, or his designee, is hereby authorized to execute all necessary documents for the closing of the above described Purchase and Loan Agreement.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell,  
Mayor

February 27, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Lease Agreement Extension with the Casper Artist's Guild

Recommendation:

That Council, by resolution, authorizes an amendment to the Lease Agreement with the Casper Artist's Guild for property located at 321 West Midwest Avenue.

Summary:

On March 4, 2014, the parties entered into a Lease Agreement on City-property located at 321 W. Midwest Avenue in the Old Yellowstone District. The lease term was for one year, beginning March 4, 2014, and ending on March 4, 2015. The lease granted the Casper Artist's Guild the option to purchase the leased premises together with all buildings, improvements and equipment for Two Hundred Thousand Dollars (\$200,000). The Guild gave written notice to the City of Casper of its intent to exercise its option to purchase the leased premises. The Guild has also expressed interest in purchasing from the City of Casper a piece of property, which is adjacent to the leased premises, for economic development purposes.

In order to allow for enough time to negotiate the terms and conditions of the potential sale of the adjacent property; comply with the statutory requirements for the potential sale of the adjacent property; conduct the title work that may be necessary, and allow for the simultaneous closing of both the leased premises and the adjacent property, the parties have agreed to extend the lease term for six (6) months at the current lease rate and extend the time for closing within the extension period.

The parties also agree that it would be in their best interests to amend the Lease to grant the Lessee a temporary license across the adjacent property as set forth in the amendment to the Lease Agreement.

A resolution has been prepared for Council's consideration.

## AMENDMENT TO THE LEASE AGREEMENT

This Amendment to the Lease Agreement (“Amendment”) is entered into on this \_\_\_\_\_ day of March 2015, by and between the following parties:

1. City of Casper, Wyoming (“Lessor”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Casper Artist’s Guild (“Lessee”), 1040 West 15<sup>th</sup> Street, Casper, Wyoming 82609.

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

### RECITALS

A. On March 4, 2014, the parties entered into a *Lease Agreement* (“Lease”) for property located at 321 W. Midwest Ave., Casper, Wyoming 82601.

B. The Lease term is for one year, beginning March 4, 2014, and ending on March 4, 2015.

C. Section C. 9. of the Lease grants the Lessee the option to purchase the leased premises together with all buildings, improvements and equipment thereon for Two Hundred Thousand Dollars (\$200,000).

D. Lessee has given Lessor notice of its intent to exercise its option to purchase the leased premises.

E. Lessee is also interested in purchasing from Lessor a piece of property that is adjacent to the leased premises, approximately 3,934 square feet, which is more particularly described on *Exhibit A* and attached hereto (the “adjacent property”). However, the terms and conditions of the sale of the adjacent property have not yet been negotiated.

F. In order to allow for enough time to negotiate the terms and conditions of the potential sale of the adjacent property; comply with the statutory requirements for the potential sale of the adjacent property; conduct the title work that may be necessary, and allow for the simultaneous closing of both the leased premises and the adjacent property, the parties have agreed to extend the lease term for six (6) months and extend the time for closing within the extension period as agreed by the parties.

G. The parties also agree that it would be in their best interests to amend the Lease to grant the Lessee a temporary license across the adjacent property as set forth below.

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

**I. INCORPORATION OF RECITALS**

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

**II. AMENDMENT TO THE PARAGRAPH IMMEDIATELY PRECEDING SECTION A. AGREEMENTS OF LESSEE.**

The paragraph immediately preceding *Section A. Agreements of Lessee*, that specifies the lease term, is hereby deleted in its entirety and replaced with the following:

This lease is for the term of one year, beginning March 4, 2014 and ending on September 4, 2015 unless sooner terminated as provided below.

**III. CLOSING**

The parties having agreed to extend the lease term for six (6) months until September 4, 2015. The time for closing shall be within the extension period of six (6) month as agreed by the parties.

**IV. SECTION D. IS HEREBY ADDED TO THE LEASE AS FOLLOWS:**

**D. TEMPORARY LICENSE**

Lessor hereby grants a temporary license ("License") to Lessee to access the adjacent property to: (1) move into the leased premises; (2) load and unload supplies, equipment and materials necessary to operate the leased premises; (3) construct temporary ramps and other related appurtenances to access the leased premises; (4) maintain, alter or repair the leased premises; and (5) plan or design improvements and landscaping for the adjacent land.

Lessee shall have the right of ingress and egress to and from the adjacent property for any and all purposes necessary and incident to the exercise of the license herein granted.

This License shall expire at the same time as the lease term, and is granted upon such express terms and conditions as are hereinafter set forth. Should the Lessee at any time violate any of the said terms and conditions, the Lessor may, at its option, immediately revoke this License.

THIS LICENSE is subject to the following conditions:

1. All construction, alteration, maintenance and repair work (the "work") prosecuted hereunder shall be completed in a good and workmanlike manner in accordance with good construction practice and the applicable City of Casper requirements. The work shall be performed

at the sole expense of the Lessee. The Lessee's responsibility shall include, but not be limited to, restoring all surfaces to the same condition they were in prior to the work authorized by this License. Lessee shall maintain the work in a safe condition. The Lessor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. The work shall be done in such a manner as to not unreasonably interfere with the use of the adjacent property by the Lessor and the general public, and in such manner as to in no way endanger the general public in the use of the adjacent property.

2. Lessee shall release and discharge Lessor, its Mayor, City Council, and employees of or agents acting on behalf of the Lessor, Mayor, and/or City Council, from any and all liability for damage to or destruction of the work. Lessee shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees, and agents of the parties hereto, and members of the public; and for loss of or damage to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of the parties hereto, in any manner arising from or during the construction, any reconstruction, use, maintenance, repair, or removal of said work, however such injury, death, loss, damage, or destruction aforesaid may occur or be caused. Lessee further agrees to indemnify, hold harmless and reimburse Lessor for costs incurred, including reasonable attorney's fees incurred in defending any suit brought against Lessor, its Mayor, City Council, and/or employees on account of any personal injuries, death, or damage to property, and to pay and satisfy any final judgment that may be rendered against the Lessor, its Mayor, City Council, and/or employees in any such suit or action.

3. The Lessor reserves the right to use, occupy, and enjoy said property in such a manner and at such times as it shall desire, and the same as if this instrument had not been executed by it. If any such use shall, at any time, necessitate any change in the location or manner of the license, or any part thereof, such change or alteration shall be made by the Lessee within a reasonable time at the sole expense of Lessee, upon the demand of the City Manager or his designee, and neither the City of Casper, nor the City Manager, nor his designee shall be liable to Lessee on account thereof, or on account of any damage growing out of any use which the Lessor may make of said property.

4. The Lessor shall have the right to revoke the License upon giving not less than thirty (30) days' notice in writing to Lessee; and Lessee shall, upon receipt of said notice, and, in the manner directed by the Lessor, remove all of the work and each and every part thereof hereby authorized, and restore the adjacent property to the same condition as before the granting of this License. If the work, or any portion thereof, is not

removed within thirty (30) days after receipt of written notice provided above, then the work or any part thereof not so removed shall be considered to be abandoned and shall become property of the Lessor. Upon the refusal or failure of Lessee to remove the work, the Lessor or its designee may remove the work and each and every part thereof, and restore the adjacent property to the same condition as before the granting of this License, and Lessee hereby agrees to promptly pay the Lessor the costs of the removal of the work and each and every part thereof.

5. The waiver of any breach of any of the terms or conditions of this License shall be limited to the act, or acts, constituting such breach, and shall never be construed to be a continuing or permanent waiver of any of such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

6. This License is granted to Lessee subject to all existing easements, right-of-ways, covenants, restrictions, and reservations.

7. No assignment of this License or any interest therein and no sublicense for any purpose shall be made or granted by Lessee without the prior written consent of Lessor. Any assignment or sublicense in violation of this paragraph is void.

8. Lessor does not warrant or represent that the adjacent property is safe, healthful, or suitable for the purposes for which it is permitted to be used under the terms of this License.

9. Lessee agrees and acknowledges that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the adjacent property by virtue of this License or its occupancy or use hereunder.

10. Upon termination of the License, Lessee shall return the adjacent property to the same or better condition as it was prior to Lessee's use. Upon failure to return the adjacent property to the same or better condition as it was prior to Lessee's use, or to remove the work, the Lessor may remove the work or restore the adjacent property, and the Lessee will be responsible to pay costs of removal and restoration of the adjacent property.

11. Lessee shall repair, at its expense, any damage to utilities, streets, sidewalks, or any other facilities currently in place which are damaged by Lessee's activities. Lessee shall install, maintain, and operate the adjacent property in such a manner as to not disrupt any utility service or street, except to the extent approved ahead of time by the City Engineer. Lessee

shall conduct all traffic controls required by any federal, state or local law or regulation, or required by the City Engineer.

12. Lessee shall comply with all federal, state or local laws and regulations, including all environmental laws. Lessee shall obtain all required permits, permission, licenses, etc. prior to performing any work on any the adjacent property.

13. Lessee shall obtain permission from the Lessor's Engineer prior to first performing any work on the adjacent property. Lessee shall comply with all City requirements and requests of the Lessor's Engineer.

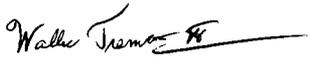
14. The Lessor's Engineer shall be the Lessor's designee for any work or permission necessary pursuant to this license.

## V. RATIFICATION

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

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the above day and year.

APPROVED AS TO FORM:

  
\_\_\_\_\_

LESSEE  
Casper Artist's Guild

CITY OF CASPER, WYOMING  
A Municipal Corporation

By:   
Dave Bryson  
President

\_\_\_\_\_  
Charlie Powell  
Mayor

ATTESTED:

By:   
Carolyn Rodgers  
Secretary

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

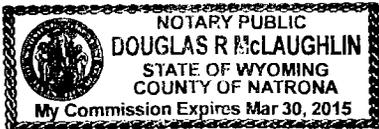
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Charlie Powell as the Mayor of the City of Casper.

\_\_\_\_\_  
Signature of notarial officer)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 27<sup>th</sup> day of FEBRUARY, 2015 by Dave Bryson, President and Attested by Carolyn Rogers, Secretary of the Casper Artist's Guild with authority of its Board of Directors.



Douglas R. McLaughlin  
Signature of notarial officer)

[My Commission Expires: 3/30/15]



RESOLUTION NO. 15-41

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT WITH THE CASPER ARTIST'S GUILD ON CITY PROPERTY LOCATED AT 321 WEST MIDWEST AVENUE.

WHEREAS, the Casper City Council, by Resolution No. 14-52, adopted March 4, 2014, entered into a Lease Agreement with the Casper Artist's Guild, Inc. for property located at 321 West Midwest Avenue, Casper, Wyoming 82601; and,

WHEREAS, the Lease term was for one year, beginning March 4, 2014, and ending on March 4, 2015; and,

WHEREAS, the Lease granted the Casper Artist's Guild, Inc. the option to purchase the leased premises together with all buildings, improvements and equipment thereon for Two Hundred Thousand Dollars (\$200,000); and,

WHEREAS, the Casper Artist's Guild, Inc. gave the City of Casper written notice of its intent to exercise its option to purchase the leased premises; and,

WHEREAS, the Casper Artist's Guild, Inc. is also interested in purchasing from the City of Casper a piece of property, which is adjacent to the leased premises, for economic development purposes; and,

WHEREAS, in order to allow for enough time to negotiate the terms and conditions of the potential sale of the adjacent property; comply with the statutory requirements for the potential sale of the adjacent property; conduct the title work that may be necessary, and allow for the simultaneous closing of both the leased premises and the adjacent property, the parties have agreed to extend the lease term for six (6) months at the current lease rate and extend the time for closing within the extension period as agreed by the parties; and,

WHEREAS, the parties also agree that it would be in their best interests to amend the Lease to grant the Lessee a temporary license across the adjacent property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Lease Agreement Extension with Casper Artist's Guild, Inc., LLC, on the property located at 321 West Midwest Avenue.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2015.

APPROVED AS TO FORM:

*Walla Street*

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ATTEST:

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V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation:

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Charlie Powell  
Mayor

March 3, 2015

MEMO TO: John C. Patterson City Manager

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

SUBJECT: Contract with Solid Waste Professionals, LLC.  
Construction Quality Assurance Oversight & Project Administration for the Casper Regional Landfill (CRL) Cells 3 & 4, Project No. 14-72.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Solid Waste Professionals, LLC, (SWP), for performing Construction Quality Assurance (CQA) oversight and project administration during construction and lining of Cells 3 and 4 at the CRL, in an amount not to exceed \$272,435.00.

Summary

The construction for the first lined area of the CRL was completed in September, 2008. In December, 2011, the expansion of Cells 1 and 2 were completed, expanding the overall area of these cells to 14 acres and including partial excavation of cell 3. With the total volume of Cells 1 and 2 nearing capacity, the City of Casper Solid Waste has begun efforts to design the completion of cell 3 construction and begin construction of cell 4. Golder Associates is currently under contract with the City of Casper to update the CRL design and prepare construction bid documentation for work for Cells 3 and 4. Golder Associates has been teamed with SWP during design to ensure bid documents were prepared to maximize efficiencies and reduce construction costs. SWP performed the construction oversight for the first lined landfill, for the Balefill Closure, and for the expansion of Cells 1 and 2. Golder and SWP staff were able to reduce construction costs by several million dollars from the Engineered Construction estimate for the Balefill Closure, and for the expansion of Cells 1 and 2.

Staff recommends awarding a contract for \$272,435 to SWP to perform construction oversight and project administration during the construction and lining of the landfill Cells 3 and 4. The project costs are budgeted in FY15 Balefill Fund.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of February, 2015, 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. Solid Waste Professionals of Wyoming, LLC, 316 West Birch Street, Glenrock, Wyoming 82637 ("Contractor").

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

### RECITALS

A. The City is undertaking construction of the Casper Regional Landfill (CRL) Cells 3 & 4, Project No. 14-72.

B. The project requires professional services for Pre-Construction, Construction Management, Construction Quality Assurance, Construction Surveying, As-Built Surveying, Liner Integrity Surveying, Certification Reporting for compliance with Wyoming Department of Environmental Quality requirements and Post-Project Support.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: Provide Professional Services as described in "EXHIBIT A, SOLID WASTE PROFESSIONALS OF WYOMING, SCOPE OF WORK, CONSTRUCTION QUALITY ASSURANCE (CQA) AND CONTRACT ADMINISTRATION, CASPER REGIONAL LANDFILL CELLS 3 AND 4 EXPANSION PROJECT 2015" and "EXHIBIT A, City of Casper, Casper Regional Landfill Cells 3&4 Expansion, CM/CQA Budget Proposal (Based on 16 week construction schedule)".

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 8th day of June, 2016.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Two Hundred Seventy Two Thousand Four Hundred Thirty Five Dollars (\$272,435.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST

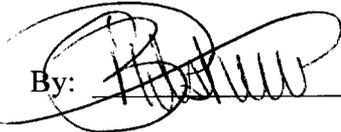
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor

WITNESS

CONTRACTOR  
Solid Waste Professionals of Wyoming  
316 West Birch Street *Box 820*  
Glenrock, Wyoming 82637

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

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

Printed Name: Brandy Hitznew

Printed Name: William Hensley

Title: Admin. Asst.

Title: Principal

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

**EXHIBIT A**

**SOLID WASTE PROFESSIONALS OF WYOMING  
SCOPE OF WORK  
CONSTRUCTION QUALITY ASSURANCE (CQA)  
AND CONTRACT ADMINISTRATION  
CASPER REGIONAL LANDFILL CELLS 3 AND 4 EXPANSION PROJECT 2015**

February 10, 2015

**CQA TEAM**

Bill Hensley, CQA Project Manager/Lead CQA /RPR  
Travis Evans, PE, CQA Certifying Engineer  
John Stein, GSI/NICET Certified CQA Monitor  
Garrett Hensley, GSI Certified CQA Monitor  
Guy Mangus, GSI Certified CQA Monitor  
Additional personnel as required

**TASK ONE: PRE-CONSTRUCTION SERVICES.**

Review technical specifications, construction drawings, and Construction Quality Assurance (CQA) manual. Provide review comments to the City of Casper based on document review specifically with regard to constructability issues; requests for clarifications and/or additional information regarding the technical specifications, construction drawings and/or CQA manual. Review to be completed prior to Construction Pre-Bid meeting.

Attend construction Pre-Bid meeting. Respond to information and/or clarification requests by prospective bidders concerning administration of CQA program during construction.

Establish submittal control log. The submittal control log is in MS Excel format and will list all submittals required by the technical specifications. The submittal control log will be utilized by RPR in tracking submittals and can be issued to the Earthwork Contractor and Geosynthetics Installer on request. CQA Officer/Resident Project Representative (RPR) will maintain the submittal control log in coordination with the Earthwork Contractor and Geosynthetics Installer during construction. The submittal control log documents; 1) submittal numbers, 2) referenced specification sections, 3) submittal descriptions, 4) received dates, 5) reviewer, 6) submittal review status/action taken determinations and 7) return dates.

Establish total number of CQA tests to be performed during construction in the form of a *SCHEDULE OF TESTING FREQUENCIES* table. The table will list material types, required testing, test methods, and testing frequencies established by the technical specifications or CQA manual. Estimated quantities from the Bid Schedule or material take-off measurements from the drawings will then be used to determine the actual number of tests to be performed for each material type or unit of construction. The *SCHEDULE OF TESTING FREQUENCIES* table will also aid the CQA Organization with determining overall CQA testing costs and determine what testing will be performed on-site and what testing will be performed off-site. CQA project manager will present completed schedule of testing frequencies at pre-construction meeting and review with all parties present.

Prepare agenda, attend and conduct the pre-construction meeting. Establish the role, authority, and responsibilities of each organization and individual involved in the project and prepare an

City of Casper  
Casper Regional Landfill  
Cells 3 and 4 Expansion

5

SWP  
CQA SOW  
2015

organizational chart for the project to clearly indicate lines of responsibility and communication. The CQA project manager will document the meeting by preparing and distributing meeting minutes.

**TASK TWO: CELLS 3 AND 4 CONSTRUCTION MANAGEMENT/CONSTRUCTION QUALITY ASSURANCE**

In general, SWPW will implement the on-site CQA program as described in the *Construction Quality Assurance Plan* for Casper Cells 3 and 4, developed and prepared by Golder Associates and Solid Waste Professionals of Wyoming. CQA includes product verification testing, construction monitoring, construction verification testing, administration of project meetings as related to CQA, and project documentation.

SWPW will mobilize personnel and equipment for performance of the work and demobilize at the completion of the project.

SWPW will prepare and enforce a site specific Health and Safety Plan (HASP) for its employees which will be maintained at the Project Site. Each employee will be thoroughly familiar with the HASP and so signify prior to working at the site. The RPR will serve as the Health and Safety Officer for this project. SWPW will not be responsible for the enforcement of Health and Safety issues for anyone not in its employ, including, but not limited to, contractor's, installer's or City of Casper's employees.

During construction, the CQA Project Manager/RPR will prepare a Daily Summary Report. This report will organize and summarize all construction activities, CQA verification procedures, CQA testing, and QC testing completed during the day.

The Daily Summary Reports will be submitted to the Owner and to the CQA Certifying Engineer on a daily (next day) basis. Each CQA monitor assigned to the project will also maintain a daily log book of all construction activities for which he is responsible. The original Daily Summary Reports will be compiled and presented in the Construction Certification Report submitted to WDEQ at the conclusion of the project. A weekly Summary Report will be generated and submitted to Mr. Patrick Troxel, WDEQ.

SWPW will conduct and document periodic progress meetings during construction. The progress meetings will be scheduled, when possible, to coincide with the beginning of major units of construction. The meeting will be attended by representatives from the City of Casper, the CQA Certifying Engineer, the RPR, and the Superintendents and other representatives from the contractor/installer. Additionally, informal preparatory meetings will be held for each unit of construction and attended by the RPR and the contractor/installer. The objective of these preparatory meetings is to establish a complete understanding of the upcoming unit of construction and of the CQA procedures and testing that will be implemented during construction. To achieve this objective, the RPR will address the following agenda in the preparatory meetings.

- Review product section of the technical specifications and materials needed for the work.
- Review the execution section of the technical specifications.
- Review construction staking and grade control staking needed to complete the work.
- Review test records, and Contractor and Installer's quality control test procedures.
- CQA test procedures.
- Review required submittals.
- Coordination, scheduling, and sequencing of the work.
- Equipment and manpower.

SWPW will assist the Owner with on-site construction management and contract administration that generally includes submittal review and control, maintenance of as-built record drawings,

City of Casper  
Casper Regional Landfill  
Cells 3 and 4 Expansion

5

SWP  
CQA SOW  
2015

measurement and computation of units of construction for payment purposes, processing progress payments, processing change orders, preparing recommendations for payment, and final contract close-out.

SWPW will mobilize and set-up an on-site soils laboratory capable of performing standard soils testing. Standard tests include moisture-density relations, sieve analysis, moisture content, index density, cylinder-drive density, nuclear density, atterberg limits, manual-visual soil classifications, and hydraulic conductivity. Standard Operating Procedures (SOP) for each soils test conducted on-site will be maintained in the on-site soils laboratory.

SWPW, in conjunction with the City of Casper, will prepare a punch list of items requiring corrective action as the project nears completion. The CQA organization will verify that all punch list items are corrected prior to contractor(s) demobilization. Any discrepancies will be reported immediately to the City of Casper. During the one year construction warranty period the CQA organization will provide support to the City of Casper to coordinate corrective action needed on warranty items.

SWPW will prepare any necessary change orders to the contract in consultation with the Design Engineer (when appropriate) and the City of Casper. All change orders will be approved by the City of Casper prior to issuance to contractor. RPR will maintain a detailed list of change orders which will be presented to the City of Casper and contractor(s) in a finalized form within two days of project completion.

SWPW and the CQA certifying engineer will certify to the Owner and WDEQ that landfill cell construction is in compliance with the contract documents and the design intent. Specific responsibilities of the certifying engineer include; 1) Current Registration as a professional engineer in the state of Wyoming; 2) verification that all CQA procedures are correctly and completely implemented by the CQA Organization; 3) review all CQA documentation for accuracy and completeness; 4) review as-built survey information provided by contractor(s) to verify soil cover thickness requirements have been met prior to placement of subsequent layers; and 5) assist with preparation of the final certification report. CQA certifying engineer will provide stamped certification based on a series of a site visits ((minimum of 1 site visit each 6 weeks (on average) during construction)), weekly review of Summary reports and CQA documentation, weekly project status review with RPR and editing/review of the final certification report.

Data acquisition and initial preparation of the final certification report will be initiated during construction. A preliminary outline of the report will be developed including the introduction, details of the on-site CQA program, construction methods, revisions and modifications made during construction, and a statement of compliance. Spreadsheets will be developed and maintained that will summarize submittal control, soils laboratory testing, nuclear density field testing, geosynthetics conformance testing for each material type, geomembrane seam analysis, and as-built surveying data. At project completion, the CQA organization will prepare a set of final record drawings incorporating as-built information provided by the contractor including changes to the design and as-built survey data including thickness verification surveys. The record drawings will be presented in the Construction Certification (CQA) Report.

### **TASK THREE: CELLS 3 AND 4 CONSTRUCTION AND AS-BUILT SURVEYS**

SWPW will mobilize manpower and equipment to perform project surveying including existing conditions, construction staking, stockpile measurement, thickness verification and as-built surveys of the completed project.

#### **TASK FOUR: LINER INTEGRITY (LEAK LOCATION) SURVEY**

SWPW will mobilize manpower and equipment to the site at the completion of the operations layer placement to perform a soil-covered leak location survey of the primary geomembrane in accordance with the technical specifications and the project CQA manual. A written report indicating the results of the survey will be provided for inclusion in the construction certification report submitted to WYDEQ.

Optional: SWPW will perform a bare liner survey prior to cover soil placement using the new arc-testing technology at the City's request. Costs for this survey have been included in the budget as an option.

#### **TASK FIVE: FINAL CERTIFICATION REPORT**

At the completion of the project, the CQA Organization will prepare the final certification report. The certification report will consist of information and data generated by the CQA program and will document that landfill construction is in compliance with the contract documents and the design intent. At a minimum, the report will contain the following information.

- Summary of construction methods for each unit of construction completed.
- Summary of the CQA program implemented during construction and specific CQA verification procedures for each unit of construction completed.
- Results of product quality assurance verification testing and construction testing.
- Design modifications and technical revisions to the contract documents.
- CQA geosynthetics installation logs.
- Selected photographs
- Survey information
- Project correspondence.
- Final record drawings.
- Statement of compliance signed and stamped by the Certifying Engineer.

The report will be a submittal to Wyoming DEQ.

#### **TASK SIX: POST-PROJECT SUPPORT**

SWPW will assist the City with post-completion support including preparation of a detailed punch list, oversight of punch list completion, correspondence with contractors regarding any required warranty work and oversight of the performance of warranty work. SWP will also prepare and distribute project completion certificates for each contractor.

#### **Deliverables**

1. Daily Summary Report(s) will be submitted to the City on a daily basis.
2. All CQA documentation generated during construction will be compiled and presented to the City in a single 3-ring binder at project completion.
3. Six copies of the final certification report will be submitted within 30 days after project completion. NOTE: Project is not complete until all required submittals have been received.

**Insurance**

SWP maintains the following current and appropriate insurance coverage(s)

1. Professional Liability.
2. General Liability
3. Automobile
4. Employers Liability
5. Umbrella Policy
6. Wyoming Workers Compensation Insurance

Copies of current insurance certificates are attached. The City of Casper can be added as an additional insured upon request.

**Invoicing and Billing**

1. SWPW will invoice monthly including all CQA costs for that calendar month. The invoice will be presented at the beginning of the following calendar month. Payment terms are net 45 days from presentation.
2. CQA labor hours will billed according to the attached CQA budget for Casper Balefill Closure. CQA labor hours will be tabulated from hours documented on Daily Summary Reports.
3. The attached CQA budget (Exhibit A) was prepared using the best available information at the time of preparation. Final CQA costs are dependent on the actual construction schedule which is beyond the control of the CQA organization. If the project is completed prior to the assumed completion date, the unused portion of the budget will simply not be invoiced. If the project continues beyond the assumed completion date, a change order will be presented to the City to accommodate the extension and request an increase to the CQA budget. The hourly rates and expenses for the extension of CQA services will be the same as those presented in Exhibit A.

# EXHIBIT A

## City of Casper

### Casper Regional Landfill Cells 3&4 Expansion CM/CQA Budget Proposal (Based on 16 week construction schedule)

Task 1 Pre-Bid, Bid support and Pre-Con Svcs	Unit	Unit Price	Quantity	Total
Bill Hensley, CQA Project Mgr/Construction Mgr	hour	85.00	32	\$2,720.00
John Stein, Technical Review	hour	85.00	4	\$340.00
Certifying Engineer	hour	135.00	8	\$1,080.00
<b>Task 1 Subtotal</b>				<b>\$4,140.00</b>
<b>Task 2- On-Site CM/CQA Services</b>				
Bill Hensley, CQA Project Manager/Construction Manager	hour	85.00	450	\$38,250.00
Travis Evans, PE, CQA Certifying Engineer	hour	135.00	160	\$21,600.00
Soils/Liner technician	hour	70.00	900	\$63,000.00
On-site Soils Laboratory/Density gauge	month	1,500.00	4	\$6,000.00
Geosynthetics Testing	lump sum	10,000.00	1	\$10,000.00
Sand perm testing	each	200.00	20	\$4,000.00
Certifying Engineer Site Travel	each	200.00	4	\$800.00
Truck 1	month	1,500.00	4	\$6,000.00
Computer	month	50.00	4	\$200.00
Communications	day	20.00	96	\$1,920.00
Shipping, Supplies	lump sum	2,500.00	1	\$2,500.00
<b>Task 2 Subtotal</b>				<b>\$154,270.00</b>
<b>Task 3: Construction and Certification Survey(s)</b>				
Supervising Surveyor	hour	125.00	60	\$7,500.00
Survey Technician	hour	250.00	120	\$30,000.00
Trucks, communication, equipment	day	100.00	25	\$2,500.00
As-built preparation, reproduction	lump sum	2500.00	1	\$2,500.00
<b>Task 3 Subtotal</b>				<b>\$42,500.00</b>
<b>Task 4 Liner Integrity Survey</b>				
Bare liner survey (Arc Test)	sq ft.	0.025	775,000	\$19,375.00
Soil-covered survey (Dipole)	sq ft	0.05	775,000	\$38,750.00
<b>Task 4 Subtotal</b>				<b>\$58,125.00</b>
<b>Task 5 Certification Report</b>				
Prepare, reproduce and submit	lump sum	10000.00	1	\$10,000.00
<b>Task 6 Post-Project Support</b>				
Project close-out and support during warranty period	hour	85.00	40	\$3,400.00
<b>Task 4 Subtotal</b>				<b>\$3,400.00</b>
<b>Total Cost Tasks 1-6</b>				<b>\$272,435.00</b>

**Assumptions and Clarifications:**

1. Assume temporary on-site office will be provided in the Equipment Building or other appropriate space.
2. Budget is based on 16-wk assumed schedule prepared by Golder.

RESOLUTION NO. 15-42

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SOLID WASTE PROFESSIONALS OF WYOMING, LLC., FOR CONSTRUCTION OVERSIGHT AND PROJECT ADMINISTRATION, FOR CONSTRUCTION OF ADDITIONAL LINED LANDFILL CELLS 3 AND 4 AT THE CASPER REGIONAL LANDFILL.

WHEREAS, the City of Casper desires to construct additional lined landfill cells 3 and 4 at the Casper Regional Landfill; and,

WHEREAS, the City of Casper desires to have daily construction quality assurance (CQA) oversight and project administration performed during the construction of additional lined landfill cells 3 and 4 at the Casper Regional Landfill; and,

WHEREAS, Solid Waste Professionals of Wyoming, LLC., is able and willing to provide these services specified as Construction Oversight and Project Administration for Construction of Casper Regional Landfill Cells 3 & 4, Project Number 14-72.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Solid Waste Professionals of Wyoming, LLC., for this service.

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 contract, equal to a total fixed cost amount of Two Hundred Seventy Two Thousand Four Hundred Thirty Five Dollars (\$272,435.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor

February 26, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, Public Services Director  
Pete Meyers, Assistant Public Services Director

SUBJECT: Centrac's Traffic Management Software

Recommendation:

That Council, by resolution, authorize the purchase of Centrac's traffic management software and associated VDSL switches from Econolite for an amount of \$197,789.

Summary:

This proposal calls for purchasing Centrac's, the traffic management software that was designed by Econolite Control Products, Inc. Econolite is a traffic technology company. The city has previously purchased all of its traffic signal cabinets and controllers from Econolite, and the city's standard specifications require Econolite cabinets and controllers for any developer-installed traffic signals. It is vital that the city's traffic signals interface seamlessly with its traffic signal software. The best way to guarantee that interoperability is to use the software from Econolite, which was designed specifically to work with Econolite hardware. Because of these interoperability issues, this contract has been negotiated as a sole source purchase.

The Centrac's system will be able to supply real time information on traffic volumes and signal malfunctions, and it will allow for real time adjustment as needed. It can accept complicated time-of-day signal timing plans for each intersection or for multiple intersections. It can also apply algorithms to each intersection that will automatically adapt signal timing to variations in traffic volume.

Centrac's will replace a system called Aries. Aries is a 32-bit program that was purchased fourteen years ago. Aries can set timing patterns on individual traffic signals or small groups of signals, but it cannot be used to manage the entire traffic network at once, and it lacks the ability to automatically adjust to varying traffic flows.

The Centrac's software costs \$94,190. Econolite would also arrange to provide the city with ethernet switches from RuggedCom. These switches would interface between the field controllers and the 900 MHz antennae, which would in turn connect to the city's information technology network. The switches would cost \$103,599 (\$1,918.50 each). The total contract with Econolite, including software and switches, is \$197,789. Funding will come from the PSD 900 MHz System - Traffic Signals line item in the Capital Projects fund.

The purchase and installation of Centrac's will be done by June 1st of this year.

**CONTRACT FOR PROFESSIONAL SERVICES  
FOR THE PURCHASE AND INSTALLATION OF  
CENTRACS TRAFFIC CONTROL SOFTWARE**

**PART I - AGREEMENT**

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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. Econolite Control Products, Inc., a California corporation located at 3360 E. La Palma Avenue, Anaheim, California, 92806 (“Contractor”).

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

**RECITALS**

- A. The City is undertaking a project to upgrade its traffic management software.
- B. The project requires professional services for the provision, installation, and training regarding such software.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. **SCOPE OF SERVICES:**

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

A. **Certification of Environment:**

- a. City shall ensure that its signalized intersections are controlled by ASC/3 controllers, or equivalent, and that each controller is NTCIP compliant. City shall ensure that each cabinet is in communication with the City server via the 900 MHz wireless system.
- b. Contractor shall provide minimum specifications for the setup of the virtual servers that will host the Centracs software program. City will ensure that

virtual servers have been set up to the minimum requirements as recommended by Contractor.

- c. Contractor shall inspect the City's traffic signal equipment and the City's information technology environment, including its controllers, servers, desktop computers, laptop computers, radios, antennas, and 900 MHz Ethernet wireless system. Contractor shall certify in writing that Centracs can be fully functional in the City's system without additional investment by the City, and Contractor shall certify in writing that Centracs, once installation is complete, will be free of lag or load times that are atypical for Centracs installations that have been fully and successfully implemented with other Centracs customers.

B. Initial Provision of Hardware: Contractor shall provide the City with fifty-four (54) RuggedCom RS930L VDSL switches (part number RS930L-HI-P-V1-V1-XX) with included power cables (part number 43-10-0008).

C. Software Delivery and Installation:

- a. Contractor shall provide the City with a license for the Centracs traffic control software. License shall be sufficient to allow the City to use Centracs to manage the traffic signals of up to one hundred (100) signalized intersections. License shall also be sufficient to allow any number of City employees to simultaneously access the use the Centracs software.
- b. Contractor shall install the Centracs core module onto a City-owned SQL 2008 server.
- c. Installation shall include ensuring that City personnel from the City Streets Division can access and control the Centracs system from laptop and desktop computers that are operational within the City's information technology network.
- d. Installation shall include the setup of maps within the Centracs system. Contractor shall provide the City with base map data from Navteq and integrate said maps and software into the Centracs system. Contractor shall also integrate with the City's ESRI GIS geodatabase as an alternative base map. Both the Navteq and ESRI GIS maps will be available to City users of the Centracs system. Maps shall be set up so that Centracs users can choose to use either the Navteq map or ESRI GIS map.

D. System Setup and Integration: Contractor shall integrate ten (10) of the City's signalized intersections into the Centracs system. City shall select the ten (10) intersections to integrate.

- a. Contractor shall ensure that Centracs will communicate with each of the ten (10) selected intersections via the City's 900 MHz wireless system, once VDSL switch is installed and communications to each radio is confirmed by City. Contractor shall ensure that City staff will be able to receive all operational data from the field equipment via Centracs. Contractor shall also

ensure that City staff shall be able to communicate all necessary instructions with the signal controller.

- b. Contractor shall ensure that each of the ten (10) selected intersections has been configured such that each is making full use of any and all features of the Centrac system, including, but not limited to, the input of time of day (TOD) timing and phasing plans, the implementation and support of traffic responsive algorithms, and the setup of alarms. Customization and support shall be performed by the Contractor and conducted per the direction and preferences of City staff.
- E. Contractor Testing: Contractor shall test the system to ensure that the software is fully functional and fully integrated with the City's traffic control system. System shall load and process data and instructions efficiently and accurately, and be free of lag or load times that are atypical for Centrac installations that have been fully and successfully implemented with other Centrac customers. Upon completion of system testing, the Contractor shall provide a letter certifying that the system is fully functional and operating as designed at the server level, the controller level, and the work station level.
- F. City Testing: Upon receipt of the letter described in Section 1.E, "Contractor Testing," City shall field test the system for fourteen (14) days. Any problems or errors discovered by the City shall be communicated to the Contractor.
- G. Training: Contractor shall provide training on the Centrac system and on the RuggedCom VDSL switches.
- a. Contractor shall provide two (2) days of on-site training for City staff on the Centrac system. Training shall occur in Casper, Wyoming.
    - i. Trainer shall have a thorough understanding of the Centrac software, including how it works and how it is most effectively used.
    - ii. Trainer shall be an experienced trainer who is able to effectively communicate with City users with varying levels of expertise with computers and varying levels of expertise with traffic management equipment and technologies.
  - b. Contractor shall provide one (1) day of on-site training on the use and installation of RuggedCom VDSL switches. Training shall occur in Casper, Wyoming.
    - i. Trainer shall have a thorough understanding of the RuggedCom VDSL switches, including how they work, how to install and uninstall the switches, and how to test their functionality.
    - ii. Trainer shall be an experienced trainer who is able to effectively communicate with City users with varying levels of expertise with computers and varying levels of expertise with traffic management equipment and technologies.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 1st day of June, 2015.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Ninety-Seven Thousand Seven Hundred Eighty-Nine Dollars (\$197,789).

City shall pay for its software maintenance agreement, as detailed in Section 12, on an annual basis. The annual software maintenance fee will be Eight Thousand Three Hundred Dollars (\$8,300). Contractor will waive the annual software maintenance fee for the first year following written acceptance of the Centracs product. Contractor will bill the City on or after the anniversary of its software acceptance. Each payment will pay for the software maintenance for the year that follows the payment.

4. METHOD OF PAYMENT:

Payment shall be made on the following schedule:

- A. Upon completion and acceptance of the tasks detailed in Paragraph 1.A and 1.C, "Certification of Environment" and "Software Delivery and Installation," the City shall make payment of Eighty Thousand Sixty-One Dollars (\$80,061).
- B. Upon repair of all errors, if any, discovered during system testing by City per Paragraph 1.F, "City Testing", the City shall make payment of Four Thousand Seven Hundred Nineteen Dollars (\$4,719).
- C. Upon completion and acceptance of the tasks detailed in Paragraph 1.B, "Initial Provision of Hardware," the City shall make payment of One Hundred Three Thousand Five Hundred Ninety-Nine Dollars (\$103,599). If, for any reason, the activities detailed in Paragraph 1.B, "Software Delivery and Installation" are not accepted as satisfactory by the City, or if the equipment is found to be defective or if the equipment is unable to perform its required function, then Contractor shall agree to accept a return of the RuggedCom equipment and shall provide a full refund to the City, in the amount of One Hundred Three Thousand Five Hundred Ninety-Nine Dollars (\$103,599), less any restocking fees imposed by RuggedCom.
- D. Upon completion and acceptance of the tasks detailed in Paragraph 1.G, "Training," the City shall make payment of Nine Thousand Four Hundred Nineteen Dollars (\$9,419).

Each payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract. Payment for all invoices shall occur within forty-five (45) days.

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

5. TERMS AND CONDITIONS:

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

6. WARRANTY:

Contractor warrants to City that all software and equipment to be delivered hereunder will be free from defects in material or workmanship; will be of the kind and quality designated or specified by Contractor herein and that the software and equipment will fully integrate with the system as described in Section 1, "Scope of Services." This warranty shall apply only to defects appearing within one (1) year from the date of shipment by Contractor for system software and controller software and two (2) years from the date of shipment by Contractor for hardware products manufactured by Contractor. All other equipment not manufactured by Contractor carries the manufacturer's standard warranty. If Contractor installs the Contractor manufactured equipment, software or supplies technical directions of installation by contract, the warranty period shall run from the completion of installation, provided same is not unreasonably delayed by City.

If the equipment delivered hereunder does not meet the above warranty, and if City notifies Contractor in writing within a reasonable amount of time, Contractor shall thereupon correct any defect, including non-conformance with the specifications, either (at its option) by repairing or replacing any defective or damaged parts of the equipment.

The liability of Contractor under this warranty for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and, upon the expiration of the warranty period, all such liability shall terminate. The foregoing shall constitute the exclusive remedy of ("City") and the exclusive liability of Contractor regarding loss or damage to the equipment.

The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, implied or statutory. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY. Contractor does not warrant any equipment of any other manufacture designated by City. Contractor shall supply to City, in a timely manner, any software revisions of the standard PRODUCT software modules to correct "bugs" or deficiencies, which would appear within one (1) year from the date of final acceptance of the standard PRODUCT traffic management system.

7. REPRESENTATIONS:

*Non-infringement* - Contractor represents that to the best of its knowledge the technology embodied in the products sold herein does not infringe upon a United States patent or United States copyright in effect as of the Effective Date.

*Authority* - Each party represents as follows: (a) that it has full power and authority to execute, deliver and perform its obligations under this Agreement; (b) that there are no actions, proceedings or investigations pending or, to the best of each party's knowledge, threatened against such party which may in any manner whatsoever materially affect the enforceability of this Agreement or the rights, duties and obligations of the parties hereunder; and (c) that the execution, delivery and performance of this Agreement will not constitute a breach or default under any agreement, law or court order under which such party is a party to or may be bound or affected by or which may affect the rights, duties and obligations hereunder.

*No Other Representations* - Each party acknowledges and agrees that it is relying on no representation of the other party except as expressly set forth herein.

8. LIMITATION OF LIABILITY:

Except for negligence and/or intentional acts, Contractor's liability on any claim for loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any software and equipment covered by or furnished under this contract shall not exceed an amount equal to the insurance policy limits as required as part of this Agreement. Contractor's liability extends only to products provided and services performed during the period in which an active warranty or support agreement is in effect.

9. LICENSES:

Contractor grants to City for exclusive use in City, a fully paid non-exclusive, non-transferable product software license for the products and their specific licensing limits set forth under Paragraph 1.C, "Software Delivery and Installation." City shall be entitled to:

- a. Use the licensed programs but only in machine-readable form on licensed computers.
- b. Use the support material supplied but only as required to support the use of the licensed programs.
- c. Make only as many backup copies of the licensed programs in machine readable form as required to support the use of the licensed programs on each computer. All backup copies must include the copyright notice in the original form as it appears on the licensed programs.

City may not copy, modify, adapt, merge, disassemble, decompile or distribute the software, its documentation or create derivative works based upon the software. None of the support material in human readable form included with the licensed programs may be copied in any way. Agency may print any screen the software will allow, however, no copyright notices may be removed from the printing.

The licensed programs and support material included with this Agreement are confidential information that is the property of Contractor. The licensed programs, program concepts or any of the support materials shall not be made available to any other party or organization without the written consent of Contractor.

Title to all intellectual property rights including patent, trademark, copyright and trade secret rights and title to all ownership rights and all copies of and all media bearing the licensed programs, support materials and program concept shall remain in Contractor.

#### 10. DATA RIGHTS:

City shall retain ownership and associated rights of all traffic data generated by the system provided under this agreement (the "data"). In furtherance of Contractor's commitment to the advancement of future system-based technologies and the betterment of the nation's traffic management planning, City shall provide the data to Contractor at Contractor's request. Contractor shall notify Agency prior to transfer of any data to private entities.

#### 11. CONFIDENTIAL INFORMATION:

***Confidential Information*** - In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or confidential information owned or controlled by the other party and such information may contain proprietary details and disclosures. All information and data identified in writing as proprietary or confidential by either party ("Confidential Information") and so acquired by the other party or its employees or agents under this Agreement or in contemplation thereof shall be and shall remain the disclosing party's exclusive property. The recipient shall use all reasonable efforts (which in any event shall not be less than the efforts the recipient takes to ensure the confidentiality of its own proprietary and other confidential information) to keep, and have its employees and

agents keep, any and all “Confidential Information” confidential, and shall not copy, publish or disclose it to others, nor authorize its employees, agents or anyone else to copy or disclose it to others without the disclosing party’s written approval; nor shall the recipient make use of the “Confidential Information” except for the purposes of executing its obligations hereunder, and (except as provided for herein) shall return the Confidential Information and data to the first party at its request. Agency’s duty to maintain confidentiality as described hereunder shall be subject to the laws of the State of Wyoming, including but not limited to the Wyoming Public Records Act, W.S. § 16-4-201 et seq.

***Excluded Information*** - The foregoing conditions will not apply to information or data which is, or which becomes generally known to the public by publication or by any means other than a breach of duty on the part of the recipient hereunder, is information previously known to the recipient, is information independently developed by or for the recipient or is information generally released by the owning party without restriction.

***Right to Injunctive Relief*** - Because of the unique nature of the Confidential Information, the parties agree that each party may suffer irreparable harm in the event that the other party fails to comply with any of its obligations under this Article, and that monetary damages may be inadequate to compensate either party for such breach. Accordingly, the parties agree that either party will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Article.

12. SOFTWARE UPDATES & NEW FEATURES:

Contractor shall enroll City into its “Bronze” level system support agreement. The system support agreement will entitle City to receive software updates via a City provided VPN connection. Software updates for the basic product system are included in the annual system update or through scheduled software releases during the warranty period or active system support agreement period. New software development for additional features beyond the basic product software for other agencies, or as part of Contractor’s ongoing research and development shall be offered to City at a fixed, quoted price, not to exceed pricing for a City of comparable size, architecture and integration. The offer shall remain firm for ninety (90) days from the date of the offer.

13. COMPLIANCE WITH ALL LAWS:

Contractor shall, at its sole expense, comply with all of the requirements of County, State and Federal laws now in force pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all ordinances, statutes, rules or regulations now in force.

14. INDEPENDENT CONTRACTOR:

This Agreement calls for the performance of services of Contractor as an independent contractor. Contractor is not an agent or employee of City for any purpose and is not

entitled to any of the benefits provided by City to its employees. This Agreement shall not be construed as forming a partnership or any other association with Contractor other than that of an independent contractor.

15. ADVERTISING:

City grants Contractor permission to include City in its list of Centrac customers in any advertising or publicity materials without the specific prior written approval of City.

16. NOTICES:

The notices relative to this Agreement shall be given in writing and shall be personally served, sent by registered mail or faxed with telephone confirmation by addressee that it was received. The parties shall be addressed as follows, or at any other address designated by notice:

Contractor: Econolite Control Products, Inc.  
3360 E. La Palma, Anaheim, CA 92806  
Attention: Roy Howard  
Title: Senior Project Manager  
Phone: 719-471-9866  
Fax: 719-471-9063  
E-mail: rhoward@econolite.com

City: City of Casper  
200 North David Street, Casper, WY 82601  
Attn: Peter Meyers  
Title: Assistant Public Services Director  
Phone: 307-235-8281  
Fax: 307-235-8313  
E-Mail: pmeyers@cityofcasperwy.com

17. EXTENT OF CONTRACT:

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

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

18. OTHER MATTERS:

**Severability** - In the event any of the provisions of this Agreement shall, for any reason, be held void or unenforceable, the remaining provisions shall remain in full effect and shall control.

**Invalidity** - Any provisions of this Agreement prohibited by the law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

**Force Majeure** - Should any obligation of either party hereunder (except with respect to timely payment of invoices) be delayed by events beyond such party's control, including, but not limited to, natural or man-made disasters, strikes, government actions or regulations, that party's time for performance shall be extended by the period of delay upon approval by Agency.

**Headings** - Article and Section headings are included solely for convenience, are not to be considered a part of this Agreement nor are they intended to be full and accurate descriptions of the contents thereof.

**Survival** - The following provisions shall survive the expiration, cancellation or early termination of this Agreement: Part I Sections 4, 6, 7, 8, 9, 10, 11, and Part II General Terms and Conditions, and any other provision which by its nature shall survive the expiration, cancellation or early termination of this Agreement.

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:

*Walrus Fremont*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor

WITNESS

CONTRACTOR  
Econolite Control Products, Inc.  
3360 E. La Palma  
Anaheim CA 92806

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

By: *Gregory A. Groves*

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

Printed Name: *Gregory A. Groves*

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

Title: *Director Central Region  
Econolite Control Products*

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

Notwithstanding the above, "Work Products" are not intended nor shall they be construed to include Contractor's pre-existing intellectual property secured, developed, written, or produced by the Contractor prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or

federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured.

City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, Council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and reasonable attorney's fees incurred related thereto, to the extent arising from the negligent acts, omissions, or willful misconduct of the Contractor.

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 15-43

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ECONOLITE CONTROL PRODUCTS, INC., FOR THE PURCHASE AND INSTALLATION OF CENTRACS TRAFFIC CONTROL SOFTWARE.

WHEREAS, the City of Casper desires to make improvements to the operation of its traffic control system; and,

WHEREAS, there is an identified need for improved software to manage the City's network of signalized intersections; and,

WHEREAS, Econolite Control Products, Inc., is able and willing to provide this software and to install it into the City of Casper's information technology network.

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 Econolite Control Products, Inc., in the amount of One Hundred Ninety-Seven Thousand Seven Hundred Eighty-Nine Dollars (\$197,789), for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed One Hundred Ninety-Seven Thousand Seven Hundred Eighty-Nine Dollars (\$197,789).

PASSED APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor