

Table of Contents

Agenda 5

CONSIDERATION OF MINUTES OF THE MARCH 4, 2014
REGULAR COUNCIL MEETING, AS PUBLISHED IN THE
CASPER STAR-TRIBUNE ON MARCH 14, 2014

 Minutes 10

CONSIDERATION OF BILLS AND CLAIMS

 Bills and Claims. 17

 Addendum 52

Establish April 1, 2014 as the Public Hearing Date for
Consideration of a New Restaurant Liquor License No. 4 for
Botticelli, located at 129 West 2nd Street.

 Memorandum 53

Establish April 1, 2014 as the Public Hearing Date for
Consideration of Annexation, of a portion of the SW1/4SW1/4
Section 13, T33N, R80W, 6th P.M., Natrona County Wyoming,
to create Ujvary Addition, located at 2549 Paradise Drive, and
rezoning of same from Natrona County zoning classification
UMR Urban Mixed Residential) to City zoning classification R-2
(One Unit Residential).

 Memorandum 54

 Map 55

Establish May 20, 2014 as the Public Hearing Date for
Consideration of Annexation Compliance with Title 15, Chapter
1, Article 4 of the Wyoming State Statutes to Determine if the
Annexation of the Ujvary Addition Complies with W.S. 15-1-402.

 Memorandum 56

 Map 57

Consideration of the Lease of City-Owned Property, With an
Option to Buy, at 321 West Midwest Avenue, Casper, Wyoming.

 Memorandum 58

 Lease 60

 Resolution No. 14-52 74

Authorizing the Purchase of Logos Digital Imaging System and
Software to be Used by the Casper Fire-EMS Wyoming
Department of Homeland Security Regional Response Team, in
the Amount of \$20,980.00.

 Memorandum 76

 Resolution No. 14-53 77

Authorizing Release of Local Assessment District Liens Filed
Against Properties for which the Assessed Balance has been
Paid in Full.

 Memorandum 78

 Release Letter 80

 Resolution No. 14-54 82

Authorizing the Mayor to Sign the March 2014 State Small
Business Credit Initiative Certificate of Performance and
Representations and Warranties Letter.

 Memorandum 83

Certificate of Performance	84
Resolution No. 14-55	91
Authorizing Mineral Royalty Grant (MRG) Application Submittal to State Loan and Investment Board in the Amount of \$125,000, by Wardwell Water and Sewer District.	
Memorandum	93
Wardwell SLIB application	94
Resolution No. 14-56	100
Authorizing Contract for Professional Services with Golder Associates in the Amount of \$35,003, for the Balefill Post Closure Environmental Monitoring and Reporting Project.	
Memorandum	101
Agreement	103
Resolution No. 14-57	115
Authorizing Contract for Professional Services with Golder Associates in the Amount of \$29,175, for the Casper Regional Landfill Environmental Monitoring and Reporting Project.	
Memorandum	116
Agreement	118
Resolution No. 14-58	131
Authorizing Contract for Professional Services with Terracon Consultants, Inc., in the Amount of \$16,491, for the Casper Regional Solid Waste Facility Air Emissions Monitoring and Reporting.	
Memorandum	132
Agreement	134
Resolution No. 14-59	146
Authorizing Agreement with Western Plains Landscaping, in the Amount of \$157,890, for the Lake MacKensie Dog Park Project.	
Memorandum	148
Agreement	150
Resolution No. 14-60	160
Authorizing Agreement with Pope Construction, in the Amount of \$450,000, for the 2014 Miscellaneous Window Replacement Project.	
Memorandum	161
Agreement	162
Resolution No. 14-61	172
Authorizing Change Order No. 2 with Casper Electric, Inc., for a Time Extension Only for an Alternate Generator Enclosure for the Casper Service Center Generator Installation.	
Memorandum	173
Change Order #2	174
Resolution No. 14-62	178
Authorizing Contract for Professionals Services with MOA Architecture, in the Amount of \$157,600, for the Casper Hogadon Ski Patrol and Maintenance Facility Project.	
Memorandum	179
Agreement	180

Resolution No. 14-63	191
Authorizing Amendment No. 2 to the Professional Services Agreement with WWC Engineering, in the Amount of \$265,000, for the Midwest Avenue Reconstruction Project.	
Memorandum	192
Change Order #2	193
Resolution No. 14-64	207
Authorizing Amendment No. 1 to the Contract for Professional Services with Lillard & Clark in the Amount of \$38,880, for the Wastewater Treatment Plant Headworks Screen Project.	
Memorandum	208
Change Order #1	209
Resolution No. 14-65	211
Approving a Vacation and Replat of Lots 1A-3B Cabin Creek Estates No. 2, to create Cabin Creek Estates No. 3, generally located northwest of Gardenia Street.	
Memorandum	212
Map	213
Resolution No. 14-66	214
Authorizing Acceptance of Two (2) Quitclaim Deeds for All of Lots 22, Block 2, Blackmore Vista Addition No. 4, Block 2 Lots 19, 20, 21 and 22, Located on the South Side of Blackmore Road, Between Donegal and Newport Streets.	
Memorandum	215
Map	216
Deeds	217
Resolution No. 14-67	221
Authorizing a Twenty-Five (25) Year Lease Agreement with Platte River Crossing, LLC, at an Average Annual Cost of \$109,831.76, for the new Public Safety Communications and Emergency Operations Centers.	
Memorandum	222
Lease	223
Resolution No. 14-68	237
Authorizing the Discharge of \$12,431.34 of Uncollectable Accounts Receivables Balances.	
Memorandum & Staff Report- Discharge of AR accounts	238
Authorizing the Purchase of One New Ford Explorer Interceptor, from Fremont Motor Company, Lander, Wyoming, to be used in the K9 Division of the Casper Police Department, in the Amount of \$28,703.81, Before Trade In.	
Memorandum	242
Authorizing the Issuance of a Taxicab Company License to Adesta Spier, d.b.a. Turbo Taxi, Located at 3524 Gila Bend Road.	
Memorandum	243
Authorizing the Issuance of a Taxicab Company License to Thomas Elliott, d.b.a. Casper Cabs, 1147 East 'C' Street.	
Memorandum	247

Approving a Change in the Dispensing Room of the Liquor Shed, Located at 240 South Wyoming Boulevard to be a 40' x 40' Room on West Side of Building.

Memorandum 250

Letter of Request 251

Approving a One Year Extension for Forward Development, LLC Holding Retail Liquor License #7, 441 Landmark Drive.

Memorandum 252

Letter of Request 253

REGULAR COUNCIL MEETING
Tuesday, March 18, 2014
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE MARCH 4, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 14, 2014

4. CONSIDERATION OF BILLS AND CLAIMS

5. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish April 1, 2014 as the Public Hearing Date for Consideration of:

- a. New Restaurant Liquor License No. 4 for **Botticelli**, located at 129 West 2nd Street.
- b. Consideration of an **Annexation**, of a portion of the SW1/4SW1/4 Section 13, T33N, R80W, 6th P.M., Natrona County Wyoming, to create **Ujvary Addition**, located at **2549 Paradise Drive**, and rezoning of same from Natrona County zoning classification UMR (Urban Mixed Residential) to City zoning classification R-2 (One Unit Residential).

2. Establish May 20, 2014 as the Public Hearing Date for Consideration of:

- a. Consideration of **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Ujvary Addition** Complies with W.S. 15-1-402.

6. PUBLIC HEARING

A. Resolution

1. Consideration of the **Lease of City-Owned Property**, With an Option to Buy, at **321 West Midwest Avenue**, Casper, Wyoming.

7. RESOLUTIONS

A. Consent

- 1. Authorizing the Purchase of **Logos Digital Imaging System** and Software to be Used by the Casper **Fire-EMS Wyoming Department of Homeland Security Regional Response Team**, in the Amount of \$20,980.00.
- 2. Authorizing **Release of Local Assessment District Liens** Filed Against Properties for which the Assessed Balance has been Paid in Full.

7. RESOLUTIONS (cont'd)

A. Consent

3. Authorizing the Mayor to Sign the March 2014 State **Small Business Credit Initiative** Certificate of Performance and Representations and Warranties Letter.
4. Authorizing **Mineral Royalty Grant** (MRG) Application Submittal to State Loan and Investment Board in the Amount of \$125,000, by **Wardwell Water and Sewer District**.
5. Authorizing Contract for Professional Services with **Golder Associates** in the Amount of \$35,003, for the **Balefill Post Closure Environmental Monitoring and Reporting Project**.
6. Authorizing Contract for Professional Services with **Golder Associates** in the Amount of \$29,175, for the **Casper Regional Landfill Environmental Monitoring and Reporting Project**.
7. Authorizing Contract for Professional Services with **Terracon Consultants, Inc.**, in the Amount of \$16,491, for the **Casper Regional Solid Waste Facility Air Emissions Monitoring and Reporting**.
8. Authorizing Agreement with **Western Plains Landscaping**, in the Amount of \$157,890, for the **Lake MacKensie Dog Park Project**.
9. Authorizing Agreement with **Pope Construction**, in the Amount of \$450,000, for the **2014 Miscellaneous Window Replacement Project**.
10. Authorizing Change Order No. 2 with **Casper Electric, Inc.**, for a Time Extension Only for an **Alternate Generator Enclosure** for the Casper Service Center Generator Installation.
11. Authorizing Contract for Professionals Services with **MOA Architecture**, in the Amount of \$157,600, for the **Casper Hogadon Ski Patrol and Maintenance Facility Project**.
12. Authorizing Amendment No. 2 to the Professional Services Agreement with **WWC Engineering**, in the Amount of \$265,000, for the **Midwest Avenue Reconstruction Project**.
13. Authorizing **Amendment No. 1** to the Contract for Professional Services with Lillard & Clark in the Amount of \$38,880, for the **Wastewater Treatment Plant Headworks Screen Project**.

7. RESOLUTIONS (cont'd)

A. Consent

14. Approving a Vacation and Replat of Lots 1A-3B **Cabin Creek Estates No. 2, to create Cabin Creek Estates No. 3**, generally located northwest of **Gardenia Street**.
15. Authorizing Acceptance of **Two (2) Quitclaim Deeds** for All of Lots 22, Block 2, Blackmore Vista Addition No. 4, Block 2 Lots 19, 20, 21 and 22, Located on the South Side of **Blackmore Road**, Between Donegal and Newport Streets.
16. Authorizing a Twenty-Five (25) Year **Lease Agreement** with **Platte River Crossing, LLC**, at an Average Annual Cost of \$109,831.76, for the new **Public Safety Communications and Emergency Operations Centers**.

8. MINUTE ACTION

A. Consent

1. Authorizing the **Discharge** of \$12,431.34 of **Uncollectable Accounts Receivables Balances**.
2. Authorizing the Purchase of One New **Ford Explorer Interceptor**, from Fremont Motor Company, Lander, Wyoming, to be used in the K9 Division of the **Casper Police Department**, in the Amount of \$28,703.81, Before Trade In.
3. Authorizing the Issuance of a **Taxicab Company License** to Adesta Spier, d.b.a. **Turbo Taxi**, Located at 3524 Gila Bend Road.
4. Authorizing the Issuance of a **Taxicab Company License** to Thomas Elliott, d.b.a. **Casper Cabs**, 1147 East 'C' Street.
5. Approving a **Change in the Dispensing Room** of the **Liquor Shed**, Located at 240 South Wyoming Boulevard to be a 40' x 40' Room on West Side of Building.
6. Approving a **One Year Extension** for Forward Development, LLC Holding **Retail Liquor License #7**, 441 Landmark Drive.

9. COMMUNICATIONS

10. BRIEF RECESS (OPTIONAL)

11. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL
12. CONSTRUCTION CONTRACT STATUS DISCUSSION BY JUDY STUDER, ATTORNEY AT LAW
13. PRESENTATION BY WES REEVES ON BEHALF OF JOHN PATTERSON
14. PRESENTATION BY AN ATTORNEY ON BEHALF OF MR. CRAIG HEDQUIST
15. ADJOURN INTO EXECUTIVE SESSION TO DISCUSS ONGOING LITIGATION

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
March 4, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, March 4, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer.

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Councilman Schlager, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the February 18, 2014, regular Council meeting, as published in the Casper-Star Tribune on February 24, 2014. Passed.

Moved by Councilman Schlager, seconded by Councilman Powell, to, by minute action, approve payment of the March 4, 2014, bills and claims, as audited by City Manager Patterson. Councilmen Hopkins and Schlager abstained from voting on their individual reimbursements. Passed.

Bills & Claims
March 4, 2014

1stData	Svc	\$6,842.58
A. Boyle	Reimb	\$360.09
AceSndblst	Supp	\$1,600.00
Adbay	Svc	\$297.50
AffCounsel	Svc	\$225.00
AMBI	Svc	\$2,609.39
Amerigas	Supp	\$4,243.29
AmerLinen	Laundry	\$257.42
AmerTitle	Reports	\$255.00
Appaloosa	Ads	\$237.00
Arcadis	Svc	\$6,847.06
Arrowhead	Svc	\$180.00
AT&T	Svc	\$35.35
AtlanticElec	Svc	\$850.62
B. Gisnno	Refund	\$29.86
B. Hopkins	Reimb	\$296.65
Bank of America	Goods&Supplies	\$100,133.92
BASF	Supp	\$9,678.04
Blfill	Svc	\$92,990.35
Bullwhip	Svc	\$2,711.13
C. Cheney	Refund	\$31.46
C. Cowart	Refund	\$56.23
C. Shafer	Refund	\$19.51
C. Simons	Reimb	\$37.00

C. Swinney	Refund	\$8.77
Carbonhouse	Software	\$8,000.00
Caselle	Supp	\$125.00
CATC	Funds	\$120,682.00
CEC	Svc	\$2,068.01
Ch2mHill	Svc	\$5,363.08
Charter	Svc	\$450.00
ChopShop	Refund	\$61.11
CivilEngPro	Misc	\$8,075.98
CmptrPros	Supp	\$576.86
CNICHealthSol	Claims	\$72,259.58
Cntrylnk	Svc	\$6,361.40
CocaCola	Supp	\$45.50
CityofCasper	Misc	\$12,297.70
CollectionCenter	Svc	\$692.68
CommTech	Supp	\$13,406.00
D. Engel	Refund	\$46.66
D. Ruiz	Svc	\$25.00
DaleBuckingham	Svc	\$11,872.47
DixonDixon	Svc	\$160.82
DlxBsnssForms	Supp	\$85.09
DPC	Supp	\$5,426.36
DsrtMtnCorp	Supp	\$26,052.80
DvdsonFxdInc	Svc	\$6,809.13
E. Johnson	Refund	\$98.87
E. Walters	Reimb	\$980.33
EcolabPest	Svc	\$267.95
EmploymentHealth	Refund	\$115.97
F. Tremel	Reimb	\$233.75
FIB	Supp	\$2,496.75
FoodSvcs	Supp	\$2,619.58
GolderAsoc	Svc	\$1,984.18
Granicus	Contract	\$725.00
GrizzlyExc	Contract	\$33,197.93
GSGArchitecture	Svc	\$13,905.75
HDREng	Contract	\$3,331.74
Homax	Fuel	\$153,529.84
HPCo.	Software	\$1,497.24
ISC	Equip	\$2,851.07
J. Beckman	Refund	\$17.38
J. Gunderson	Reimb	\$175.00
J. Nelson	Refund	\$34.03
J. Scott	Reimb	\$308.25
J. Stumpf	Refund	\$9.58
JChristensen	Reimb	\$263.70
JDChambers	Svc	\$65.00

K. Crowell	Reimb	\$256.13
K. Schalger	Reimb	\$223.80
Kiwanis	Svc	\$175.00
KLJ	Contract	\$317.52
KTWO	Ad	\$400.00
L. Eads	Refund	\$50.66
LbrRdyCentral	Supp	\$8,102.67
LINA	Svc	\$286.14
Manpower	Svc	\$158.24
MortonPlumbing	Svc	\$329.80
Motorola	Supp	\$5,029.97
NBS	Svc	\$2,674.80
NCCLerk	Svc	\$586.00
NCSD	Refund	\$20.00
NCSheriffsOffice	Funds	\$7,500.00
NelsonEng	Svc	\$1,049.50
Nevs	Uniforms	\$1,060.00
NPrkTrnsprtion	Shipping	\$67.81
OfficeStateLands	Fees	\$140,172.28
OneCallofWy	Svc	\$300.75
P. Abrams	Reimb	\$47.00
P. Bourdeau	Refund	\$57.69
P. Brooker	Svc	\$300.00
ParamntCnst	Contract	\$3,814.10
ParkStreetLaw	Svc	\$4,604.26
PorterMuirhead	Svc	\$32,186.00
PpprTnk&Cntrcting	Supp	\$2,400.00
PSCC-COC	Svc	\$1,280.92
PstlPro	Svc	\$16,458.35
PwdrRivShred	Svc	\$140.00
QualityOfficeSol	Supp	\$1,440.59
R. Garcia	Refund	\$51.12
RMPwr	Svc	\$168,205.72
S. Barrett	Reimb	\$200.00
S. Campbell	Refund	\$48.41
S. Johnson	Reimb	\$38.30
S. Nelson	Reimb	\$157.50
S. Osborn	Refund	\$22.73
S. Stockero	Reimb	\$115.26
Sams	Supp	\$101.66
Serpentix	Svc	\$575.46
SheetMtl	Supp	\$57,050.00
ShoeCarnival	Refund	\$59.42
SkylineRnchs	Svc	\$454.19
Smarsh	Svc	\$1,900.50
SourceGas	Gas	\$57,886.47

StarLine	Supp	\$525.20
StarTribune	Ads	\$3,354.63
StellarProgramming	Svc	\$2,447.50
Sysco	Supp	\$9,756.89
Terracon	Supp	\$4,777.50
Thatcher	Supp	\$4,915.87
Townsquare	Ads	\$1,546.00
Tribcsp.com	Svc	\$1,015.00
TurnkeySvcs	Svc	\$375.00
UPS	Shipping	\$54.61
UrgentCare	Svc	\$2,640.00
UtilBillSol	Svc	\$1,445.78
V. Kollu	Refund	\$36.94
Verizon	Svc	\$3,264.15
VSP	Ins	\$1,058.49
WAM	Dues	\$475.00
WardwellWtr	Svc	\$14.00
WGudahl	Reimb	\$23.00
WMC	Svc	\$473.60
WolvrnDist	Supp	\$913.15
WstlndPrk-RedButtes	Svc	\$2,584.39
WWC Eng	Svc	\$20,945.26
Wy Meth Project	Svc	\$3,000.00
Wycomp	Svc	\$1,036.00
WYDOT	Svc	\$409.97
WyLawEnfrcmntAcadmy	Training	\$1,284.00
WyStl	Supp	\$5,915.70
WyWtrAssoc	Dues	\$500.00
Xerox	Svc	\$595.16
Xybix	Supp	\$92,094.82
YCC	Svc	\$5,184.14
ZWinter	Reimb	\$67.12
		\$1,441,570.93

Exceptions	\$7,662.53
Benefits & Deductions	\$1,008.52
Fire Payroll	\$150,462.55
Benefits & Deductions	\$27,737.15
City Payroll	\$1,164,091.81
Benefits & Deductions	\$197,687.25
Fire Payroll	\$169,199.66
Benefits & Deductions	\$29,855.74
	\$1,747,705.21

Mayor Meyer recognized students from the Star Lane Center and Kelly Walsh High School Science Bowl Teams. The teams took first and second place in the Regional Science Bowl. Doug Tunison, George Vlastos, and Paul Kasza spoke about the program and introduced the students.

Moved by Councilman Cathey, seconded by Councilman Hedquist, to, by minute action establish April 1, 2014, as the public hearing date for the consideration of new Resort Liquor License No. 4, Casper Hospitality, LLC, d.b.a. Courtyard by Marriott, located at 4260 Hospitality Lane. Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-40

A RESOLUTION ACCEPTING TWO PARCELS IN AND ADJACENT TO THE NORTH PLATTE RIVER FROM NATRONA COUNTY.

RESOLUTION NO. 14-41

A RESOLUTION AUTHORIZING A PARTIAL TERMINATION AND RELEASE OF AN AMENDED AND RESTATED REAL ESTATE PURCHASE, BUY BACK AND LIEN AGREEMENT BETWEEN THE CITY AND SBX HOLDING COMPANY LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND NLA CASPER, LLC A MISSISSIPPI LIMITED LIABILITY COMPANY.

RESOLUTION NO. 14-42

A RESOLUTION AUTHORIZING A CONSENT AGREEMENT FOR LICENSE AGREEMENT BETWEEN THE CITY OF CASPER AND AT & T MOBILITY CORPORATION.

RESOLUTION NO. 14 -43

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH BURNS & MCDONNELL ENGINEERING FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE SAM H. HOBBS REGIONAL WASTEWATER FACILITY CENTRIFUGE INSTALLATION PROJECT.

RESOLUTION NO. 14 -44

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A SEWER SERVICE TO THE FRITO -LAY FACILITY AT 648 NORTH BEVERLY STREET.

RESOLUTION NO. 14 -45

A RESOLUTION AUTHORIZING TWO (2) LICENSE AGREEMENTS WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE SALT CREEK HIGHWAY AND US 20/26 BYPASS SANITARY SEWER REALIGNMENT, PROJECT 13 -40.

RESOLUTION NO. 14 -46

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING, SURVEYING AND PLANNING, FOR DESIGN SERVICES FOR THE FIRST STREET IMPROVEMENTS PROJECT.

RESOLUTION NO. 14 -47

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE 2ND STREET & SAM'S CLUB INTERSECTION IMPROVEMENTS PROJECT.

RESOLUTION NO. 14 -48

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CBS CONSTRUCTORS, FOR THE SPEEDWAY BLEACHER REPLACEMENT PROJECT.

RESOLUTION NO. 14 -49

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

RESOLUTION NO. 14 -50

A RESOLUTION AUTHORIZING THE TRANSFER OF ONE 1997 FORD 1/2-TON TRUCK TO POVERTY RESISTANCE FOOD PANTRY.

RESOLUTION NO. 14 -51

A RESOLUTION AUTHORIZING THE PURCHASE OF MOTOROLA APX6000 PORTABLE RADIOS AND NECESSARY BANK CHARGERS.

Councilman Hopkins presented the foregoing twelve (12) resolutions for adoption. Seconded by Councilman Powell. A vote on the resolutions resulted in all ayes, except Councilmen Hedquist abstained from voting on Resolution No. 14-45. Passed.

Move by Councilman Hedquist, seconded by Councilman Sandoval, to, by consent minute action: authorize the purchase of one Crafcro, 250 Gallon, melter applicator from Denver Industrial Sales & Service Company, Denver, CO, in the amount of \$64,670; acknowledge

receipt of financial interest disclosures; reject bids for the Pratt tank renovations project; and reject bids for the redesigned Mike Sedar pool project. A vote on the items resulted in all ayes, except Councilman Powell voted nay on rejecting the bids for the redesigned Mike Sedar pool project.

Individuals addressing the Council were: Woody Giles, 290 Magnolia; and Pat Sweeney, 123 West "E" Street.

Councilman Goodenough requested that the licensing of limousines be discussed at a future work session.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, March 11, 2014, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 18, 2014, in the Council Chambers.

At 6:40 p.m., it was moved Councilman Schlager, seconded by Councilman Hopkins, to adjourn into executive session to discuss potential litigation. Passed.

At 8:42 it was moved by Councilman Bertoglio, seconded by Councilman Cathey, to adjourn the meeting. Passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

71 CONSTRUCTION, INC.

46949C EZ STREET PATCHING MATERIAL

\$469.00
\$469.00 Subtotal for Dept. Streets
\$469.00 Subtotal for Vendor

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

14-02-417 POSTAGE

\$4.08

14-02-087 POSTAGE

\$7.48

\$11.56 Subtotal for Dept. Balefill

14-02-416 POSTAGE

\$12.19

\$12.19 Subtotal for Dept. City Attorney

14-02-089 POSTAGE

\$2.30

14-02-419 POSTAGE

\$2.04

\$4.34 Subtotal for Dept. City Manager

14-02-097 POSTAGE

\$1.15

14-02-426 POSTAGE

\$7.19

\$8.34 Subtotal for Dept. Council

14-02-090 POSTAGE

\$54.84

\$54.84 Subtotal for Dept. Engineering

14-02-422 POSTAGE

\$249.91

\$249.91 Subtotal for Dept. Finance

14-02-423 POSTAGE

\$15.47

\$15.47 Subtotal for Dept. Fire

14-02-094 POSTAGE

\$26.23

\$26.23 Subtotal for Dept. Fort Caspar

14-02-418 POSTAGE

\$14.26

\$14.26 Subtotal for Dept. Health Insurance

14-02-428 POSTAGE

\$9.13

\$9.13 Subtotal for Dept. Human Resources

14-02-425 POSTAGE

\$15.82

\$15.82 Subtotal for Dept. Metro Animal

14-02-098 POSTAGE

\$89.22

\$89.22 Subtotal for Dept. Municipal Court

14-02-429 POSTAGE

\$120.57

\$120.57 Subtotal for Dept. Police

14-02-103 POSTAGE

\$5.10

14-02-432 POSTAGE

\$1.36

\$6.46 Subtotal for Dept. Refuse Collection

14-02-433 POSTAGE

\$6.50

\$6.50 Subtotal for Dept. Traffic

\$644.84 Subtotal for Vendor

ACE SANDBLASTING & COATING

wwtp1427511 BAR NUNN MAIN VENT BLAST&PAINT

\$550.00
\$550.00 Subtotal for Dept. Waste Water
\$550.00 Subtotal for Vendor

ADAMS, DANNY/JOANNE

0021709508 DEPOSIT/CREDIT REFUND

\$49.65

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

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

AIRGAS INTERMOUNTAIN, INC. 9915781268 WELDING SUPPLIES

\$145.82

\$145.82 Subtotal for Dept. Balefill

9915781268 WELDING SUPPLIES

\$145.82

\$145.82 Subtotal for Dept. Refuse Collection

\$291.64 Subtotal for Vendor

ALLURETECH

59258 WIRELESS INTERNET ACCESS

\$84.00

59758 WIRELESS INTERNET ACCESS

\$42.00

\$126.00 Subtotal for Dept. City Hall

\$126.00 Subtotal for Vendor

AMERICAN EAGLE CLEANING, LLC

3787 CONTAINER REFURBISHING

\$420.00

3759 CONTAINER REFURBISHING

\$590.36

3762 CONTAINER REFURBISHING

\$480.00

3700 CONTAINER REFURBISHING

\$550.69

3773 CONTAINER REFURBISHING

\$420.00

\$2,461.05 Subtotal for Dept. Refuse Collection

\$2,461.05 Subtotal for Vendor

AMERICAN LINEN, INC.

LCAS844136 LAUNDRY

\$1.90

LCAS840757 LAUNDRY

\$1.90

LCAS842488 LAUNDRY

\$59.71

LCAS842488 LAUNDRY

\$1.90

LCAS840757 LAUNDRY

\$59.71

LCAS844136 LAUNDRY

\$59.71

\$184.83 Subtotal for Dept. Balefill

LCAS844136 MATS

\$44.96

LCAS842488 MATS

\$44.96

LCAS840757 MATS

\$44.96

\$134.88 Subtotal for Dept. Buildings And Grounds

LCAS840757 LAUNDRY

\$11.90

LCAS842488 LAUNDRY

\$11.90

LCAS844136 LAUNDRY

\$11.90

\$35.70 Subtotal for Dept. Refuse Collection

\$355.41 Subtotal for Vendor

AMERIGAS - CASPER

3026485200 PROPANE

\$2,795.51

\$2,795.51 Subtotal for Dept. Balefill

\$2,795.51 Subtotal for Vendor

ANGIE ELDER

E1978847028US POSTAGE

\$24.00

\$24.00 Subtotal for Dept. City Manager

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

\$24.00 Subtotal for Vendor

ANTHONY BOYLE

RIN0023469 TUITION-PARAMEDIC PROGRAM

\$1,224.00

\$1,224.00 Subtotal for Dept. Fire

\$1,224.00 Subtotal for Vendor

APPALOOSA BROADCASTING CO. INC.

IN-114021844 ADS

IN-114021842 ADS

\$32.00

\$60.00

\$92.00 Subtotal for Dept. Hogadon

\$92.00 Subtotal for Vendor

ASHLEY/VALERIE SIGMON

RIN0023446 REFUND OVERPAYMENT UM 778204

\$1,055.97

\$1,055.97 Subtotal for Dept. Water

\$1,055.97 Subtotal for Vendor

AT & T MOBILITY

X02232014 AIRCARD CLOSE OUT ACCOUNT

\$26.59

\$26.59 Subtotal for Dept. Police

\$26.59 Subtotal for Vendor

AT&T

RIN0023431 LONG DISTANCE SERVICE

\$8.25

\$8.25 Subtotal for Dept. Communications Center

\$8.25 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

5013 TROUBLESHOOT PIT PUMPS

\$140.00

5012 REPLACE EMERGENCY LIGHT/SWDF

\$535.98

5022 GATE REPAIR & MOVE CONDUITS

\$242.77

5009 TVSS REMOVE OLD/INSTALL NEW

\$3,575.35

5008 NEW HEATER INSTALL/EQUIP. BLD.

\$997.24

\$5,491.34 Subtotal for Dept. Balefill

5001 RETAINAGE

(\$249.00)

(\$249.00) Subtotal for Dept. General Fund

4991 2013-14 LUMINAIRE SERVICES

\$2,115.00

5001 2013-14 LUMINAIRE SERVICES

\$375.00

\$2,490.00 Subtotal for Dept. Traffic

\$7,732.34 Subtotal for Vendor

AUTO CLUB INSURANCE CORP

RIN0023444 REIMB INSURANCE OVERPAYMENT

\$37.56

\$37.56 Subtotal for Dept. Property & Liability Insurance

\$37.56 Subtotal for Vendor

BALEFILL

1339/110668 SANITATION

\$467.45

\$467.45 Subtotal for Dept. Casper Events Center

2088/110742 SANITATION

\$80.10

2088/110791 SANITATION

\$57.15

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

	\$137.25	Subtotal for Dept.	Garage
247/110441 SANITATION	\$30.00		
247/110683 SANITATION	\$15.00		
247/110853 SANITATION	\$15.00		
247/110572 SANITATION	\$15.00		
	\$75.00	Subtotal for Dept.	Parks
2772/110556 SANITATION	\$4,622.85		
2772/110603 SANITATION	\$4,941.00		
2772/110748 SANITATION	\$4,620.15		
2772/110500 SANITATION	\$4,498.80		
2772/110844 SANITATION	\$5,346.90		
2772/110410 SANITATION	\$5,252.55		
2772/110432 SANITATION	\$4,950.90		
2772/110675 SANITATION	\$5,036.85		
2772/110719 SANITATION	\$4,909.65		
2772/110806 SANITATION	\$4,734.15		
2772/110645 SANITATION	\$4,803.90		
2772/110365 SANITATION	\$4,821.00		
2772/110662 SANITATION	\$20,205.00		
	\$78,743.70	Subtotal for Dept.	Refuse Collection
1276/110749 SANITATION	\$176.40		
1276/110411 SANITATION	\$129.15		
1276/110604 SANITATION	\$90.90		
	\$396.45	Subtotal for Dept.	Waste Water
	\$79,819.85	Subtotal for Vendor	
BANBROCKLIN, LAVAUGHN			
0021709510 DEPOSIT/CREDIT REFUND	\$54.27		
	\$54.27	Subtotal for Dept.	Water
	\$54.27	Subtotal for Vendor	
BASF CORP.			
133520875 ZETAG 7593 DRY POLYMER	\$9,678.04		
	\$9,678.04	Subtotal for Dept.	Waste Water
	\$9,678.04	Subtotal for Vendor	
BENDER, ROY			
0021709517 DEPOSIT/CREDIT REFUND	\$56.98		
	\$56.98	Subtotal for Dept.	Water
	\$56.98	Subtotal for Vendor	
BIZZELL, SHAWNELL			
0021709522 DEPOSIT/CREDIT REFUND	\$11.33		
	\$11.33	Subtotal for Dept.	Water
	\$11.33	Subtotal for Vendor	
BOTKIN, VANCE			
0021709518 DEPOSIT/CREDIT REFUND	\$42.33		
	\$42.33	Subtotal for Dept.	Water
	\$42.33	Subtotal for Vendor	
BRIAN SCHROEDER			

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

RIN0023402 CLOTHING ALLOWANCE	\$100.00		
	\$100.00	Subtotal for Dept.	Water Treatment Plant
	\$100.00	Subtotal for Vendor	
CARPET ONE COMMERCIAL FLOORING			
CG304106 CARPET INSTALLATION	\$20,066.20		
	\$20,066.20	Subtotal for Dept.	Garage
	\$20,066.20	Subtotal for Vendor	
CASELLE, INC.			
56039 CONTRACT SUPPORT & MAINT 4/14	\$125.00		
	\$125.00	Subtotal for Dept.	Finance
	\$125.00	Subtotal for Vendor	
CASPER AMATEUR HOCKEY			
17863 2013-2014 HOCKEY SEASON EVENTS	\$3,940.00		
	\$3,940.00	Subtotal for Dept.	Council
	\$3,940.00	Subtotal for Vendor	
CASPER EVENTS CENTER			
2463/110021 CEC USE FOR CASPER SOCCER CLUB	\$2,700.00		
	\$2,700.00	Subtotal for Dept.	Council
	\$2,700.00	Subtotal for Vendor	
CASPER ICE ARENA			
2463/110486 2013-2014 CASPER AMATEUR HOCKE	\$3,435.00		
	\$3,435.00	Subtotal for Dept.	Council
	\$3,435.00	Subtotal for Vendor	
CASPER STAR TRIBUNE - LEGAL ADS ONLY			
977702 ADS	\$31.90		
977257 ADS	\$169.95		
	\$201.85	Subtotal for Dept.	Planning
977362 ADS	\$293.80		
	\$293.80	Subtotal for Dept.	Police
	\$495.65	Subtotal for Vendor	
CASPER STAR TRIBUNE - REGULAR ADS ONLY			
156-00013081 ADS	\$415.00		
	\$415.00	Subtotal for Dept.	Police
	\$415.00	Subtotal for Vendor	
CASPER STAR-TRIBUNE, INC.			
RIN0023403 ADS	\$699.00		
	\$699.00	Subtotal for Dept.	Ice Arena
408021 ADS	\$25.79		
408021 ADS	\$245.41		
	\$271.20	Subtotal for Dept.	Metropolitan Planning
	\$970.20	Subtotal for Vendor	
CENTRAL WY. REGIONAL WATER			
110701 FEB14 WHOLESAL WATER	\$217,086.22		
110693 FEB14 SYSTEM INVESTMENT FEES	\$9,198.00		

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

\$226,284.22 Subtotal for Dept. Water
\$226,284.22 Subtotal for Vendor

CENTURYLINK

RIN0023415	PHONE USE	\$110.25	
RIN0023416	PHONE USE	\$73.50	
RIN0023417	PHONE USE	\$36.99	
RIN0023383	PHONE USE	\$73.74	
		\$294.48	Subtotal for Dept. Balefill
RIN0023422	PHONE USE	\$36.99	
RIN0023450	PHONE USE	\$252.76	
RIN0023422	PHONE USE	\$332.91	
		\$622.66	Subtotal for Dept. Casper Events Center
RIN0023471	PHONE USE	\$154.07	
		\$154.07	Subtotal for Dept. Cemetery
RIN0023471	PHONE USE	\$221.64	
RIN0023450	PHONE USE	\$33.06	
		\$254.70	Subtotal for Dept. City Hall
RIN0023450	PHONE USE	\$65.14	
		\$65.14	Subtotal for Dept. Code Enforcement
RIN0023413	PHONE USE	\$20,244.22	
RIN0023413	PHONE USE	\$1,770.11	
RIN0023450	PHONE USE	\$159.82	
RIN0023450	PHONE USE	\$167.10	
RIN0023450	PHONE USE	\$36.99	
RIN0023450	PHONE USE	\$358.00	
RIN0023422	PHONE USE	\$36.99	
RIN0023450	PHONE USE	\$183.48	
RIN0023450	PHONE USE	\$65.14	
RIN0023450	PHONE USE	\$183.48	
RIN0023450	PHONE USE	\$167.10	
RIN0023450	PHONE USE	\$183.48	
RIN0023450	PHONE USE	\$23.26	
		\$23,579.17	Subtotal for Dept. Communications Center
AP00013203071415	PHONE USE	\$1,654.41	
AP00014303071415	PHONE USE	\$830.07	
		\$2,484.48	Subtotal for Dept. Finance
RIN0023422	PHONE USE	\$36.99	
RIN0023450	PHONE USE	\$65.14	
RIN0023422	PHONE USE	\$73.98	
RIN0023450	PHONE USE	\$36.99	
RIN0023450	PHONE USE	\$74.30	
RIN0023450	PHONE USE	\$139.13	
RIN0023413	PHONE USE	\$116.91	
RIN0023450	PHONE USE	\$65.14	
RIN0023450	PHONE USE	\$36.99	
RIN0023450	PHONE USE	\$65.14	
RIN0023422	PHONE USE	\$36.99	
		\$747.70	Subtotal for Dept. Fire

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

RIN0023450 PHONE USE	\$189.58	
RIN0023422 PHONE USE	\$36.99	
	\$226.57	Subtotal for Dept. Garage
RIN0023450 PHONE USE	\$42.80	
	\$42.80	Subtotal for Dept. Golf Course
RIN0023422 PHONE USE	\$36.99	
	\$36.99	Subtotal for Dept. Human Resources
RIN0023422 PHONE USE	\$79.30	
RIN0023450 PHONE USE	\$65.14	
	\$144.44	Subtotal for Dept. Parking
RIN0023450 PHONE USE	\$42.02	
RIN0023450 PHONE USE	\$244.54	
	\$286.56	Subtotal for Dept. Parks
RIN0023422 PHONE USE	\$36.99	
RIN0023450 PHONE USE	\$63.10	
RIN0023413 PHONE USE	\$28.51	
RIN0023450 PHONE USE	\$37.74	
RIN0023450 PHONE USE	\$65.14	
RIN0023450 PHONE USE	\$22.33	
	\$253.81	Subtotal for Dept. Police
RIN0023422 PHONE USE	\$36.99	
	\$36.99	Subtotal for Dept. Recreation
RIN0023413 PHONE USE	\$73.50	
RIN0023419 PHONE USE	\$116.22	
RIN0023450 PHONE USE	\$50.06	
RIN0023450 PHONE USE	\$130.42	
RIN0023450 PHONE USE	\$83.73	
RIN0023450 PHONE USE	\$33.40	
RIN0023450 PHONE USE	\$37.74	
RIN0023450 PHONE USE	\$83.73	
	\$943.72	Subtotal for Dept. Traffic
RIN0023450 PHONE USE	\$1,638.47	
RIN0023422 PHONE USE	\$36.75	
	\$1,675.22	Subtotal for Dept. Waste Water
RIN0023450 PHONE USE	\$584.88	
RIN0023422 PHONE USE	\$36.99	
RIN0023422 PHONE USE	\$87.33	
	\$709.20	Subtotal for Dept. Water
	\$32,558.70	Subtotal for Vendor

CHARTER

RIN0023459 NEW CENTER	\$156.13	
	\$156.13	Subtotal for Dept. Communications Center
	\$156.13	Subtotal for Vendor

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

CHRISTINE REED

RIN0023443 TRAVEL EXPENSES

\$47.00

\$47.00 Subtotal for Dept. Police

\$47.00 Subtotal for Vendor

CITY OF CASPER

109172 CREDIT CARD SERVICE CHARGES

\$1,428.25

\$1,428.25 Subtotal for Dept. Hogadon

110763 GIO EXPENSES 01/26/14-02-26-14

\$196.34

110763 GIO EXPENSES 01/26/14-02/26/14

\$1,868.18

110763 GIS EXPENSES 01/26/14-02/26/14

\$7,573.50

110763 ADDITIONAL GIS EXP JAN 2014

\$420.37

110763 GIS EXPENSES 01/26/14-02/26/14

\$795.93

110763 GIS EXPENSES 01/26/14-2/26/14

\$3,999.91

\$14,854.23 Subtotal for Dept. Metropolitan Planning

109854 FUEL SPILL DISPOSAL

\$193.20

\$193.20 Subtotal for Dept. Special Assistance

\$16,475.68 Subtotal for Vendor

CITY TOWING

14-064 TOWING

\$75.00

\$75.00 Subtotal for Dept. Police

\$75.00 Subtotal for Vendor

CLINICAL EVALUATIONS, P.C.

3524 RECORD REVIEW IME REPORT PREP

\$1,747.50

\$1,747.50 Subtotal for Dept. Streets

\$1,747.50 Subtotal for Vendor

COCA COLA BOTTLING CO. HIGH COUNTRY

108981 EQUIP RENT

\$15.00

\$15.00 Subtotal for Dept. Metro Animal

\$15.00 Subtotal for Vendor

COLLECTION CENTER INC.

974300000186 COLLECTION FEES

\$27.36

974300000197 COLLECTION FEES

\$77.85

\$105.21 Subtotal for Dept. Balefill

974300000197 COLLECTION FEES

\$11.36

974300000186 COLLECTION FEES

\$74.60

\$85.96 Subtotal for Dept. Code Enforcement

974300000186 COLLECTION FEES

\$5.40

\$5.40 Subtotal for Dept. Finance

974500000073 COLLECTION FEES

\$98.40

\$98.40 Subtotal for Dept. Municipal Court

972000000251 COLLECTION FEES

\$75.50

\$75.50 Subtotal for Dept. Refuse Collection

972000000251 COLLECTION FEES

\$57.38

\$57.38 Subtotal for Dept. Sewer

972000000233 COLLECTION FEES

\$289.59

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

97200000251 COLLECTION FEES

\$169.12
\$458.71 Subtotal for Dept. Water
\$886.56 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

68549 REPAIRS \$49.00
68550 REPAIRS \$98.00
69463 REPAIRS \$98.00
68543 REPAIRS \$98.00
69464 REPAIRS \$196.00
69428 RADIO REPAIR \$49.00
69451 RADIO REPAIR \$49.00
69457 RADIO REPAIR \$98.00
68556 REPAIRS \$49.00
68518 REPAIRS \$49.00

\$833.00 Subtotal for Dept. Police
\$833.00 Subtotal for Vendor

COMPUTER PROS. UNLIMITED

INV098917 MICRO ADAPTER \$24.95
INV098945 ADAPTERS \$566.79
INV098921 MICRO ADAPTER \$24.95
INV98843 KEYBOARDS \$339.96

\$956.65 Subtotal for Dept. Communications Center

INV098839 APC 750VA BACK-UPS

\$119.00
\$119.00 Subtotal for Dept. Fort Caspar
\$1,075.65 Subtotal for Vendor

COMTRONIX, INC.

41920 ALARM REPAIR \$159.00

\$159.00 Subtotal for Dept. Metro Animal
\$159.00 Subtotal for Vendor

CONOCO, INC.

35653543 FUEL BILL \$34.46

\$34.46 Subtotal for Dept. Police
\$34.46 Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-024 CRIMESTOPPER PHONE \$86.25

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

DELL MARKETING LP

XJC3CP487 VLA OFFICE PRO PLUS 2013 \$328.92

\$328.92 Subtotal for Dept. Cemetery

XJC3CP452 SOFTWARE \$657.84

\$657.84 Subtotal for Dept. Communications Center

XJC3MJ6K2 SOFTWARE \$328.92

\$328.92 Subtotal for Dept. Planning
\$1,315.68 Subtotal for Vendor

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

DELTA DENTAL PLAN OF WY.

RIN0023454 FEBRUARY EMPLOY DENTAL CLAIMS
RIN0023453 ADMIN BILLING EMP. DENTAL

\$40,005.41
\$1,456.00
\$41,461.41 Subtotal for Dept. Health Insurance
\$41,461.41 Subtotal for Vendor

DELUXE BUSINESS CHECKS AND SOLUTIONS

68866667 DEPOSIT TICKETS

\$66.64
\$66.64 Subtotal for Dept. Golf Course
\$66.64 Subtotal for Vendor

DESERT MTN. CORP.

13-32328 ICE SLICER \$3,635.05
13-32313 ICE SLICER \$4,483.33
13-32326 ICE SLICER \$5,740.26
13-32334 ICE SLICER \$4,725.84
13-32315 ICE SLICER \$4,514.81
13-32340 ICE SLICER \$3,604.09
13-32339 ICE SLICER \$3,536.27
13-32338 ICE SLICER \$3,552.48
13-31324 ICE SLICER \$4,248.04
13-32337 ICE SLICER \$3,558.39
13-31326 ICE SLICER \$4,159.82
13-32331 ICE SLICER \$4,806.92
13-32332 ICE SLICER \$5,123.84
13-32327 ICE SLICER \$4,627.69
13-32355 ICE SLICER \$5,586.59
13-32323 ICE SLICER \$4,514.81
13-32302 ICE SLICER \$5,707.57
13-32329 ICE SLICER \$4,580.78
13-32301 ICE SLICER \$5,729.68
13-31325 ICE SLICER \$4,201.13
13-32325 ICE SLICER \$4,567.58
13-32354 ICE SLICER \$5,549.69
13-32330 ICE SLICER \$4,836.40
13-32333 ICE SLICER \$5,086.98

\$110,678.04 Subtotal for Dept. Streets
\$110,678.04 Subtotal for Vendor

DOWNTOWN DEVELOPMENT AUTHORITY

013114 DDA/PARKING STRUC/MAINT & SUPP

\$4,863.02
\$4,863.02 Subtotal for Dept. Parking
\$4,863.02 Subtotal for Vendor

DYBAS, BILLY SUE

0021709521 DEPOSIT/CREDIT REFUND

\$48.62
\$48.62 Subtotal for Dept. Water
\$48.62 Subtotal for Vendor

EMERGENCY MEDICAL PHYSICIANS

A149500 TREATMENT

\$162.00
\$162.00 Subtotal for Dept. Police

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

\$162.00 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS

2113 2013 YEAR END SURVEYING LANDF

\$3,000.00

\$3,000.00 Subtotal for Dept. Balefill

\$3,000.00 Subtotal for Vendor

ERIC WALTERS

RIN0023429 TUITION REIMBURSEMENT

\$980.33

\$980.33 Subtotal for Dept. Police

\$980.33 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI932216 MERCHANT SERVICE FEES

\$2,918.87

\$2,918.87 Subtotal for Dept. Balefill

REMI932212 MERCHANT SERVICE FEES

\$35.20

\$35.20 Subtotal for Dept. Fort Caspar

REMI924196 MERCHANT SERVICE FEES

\$1.45

\$1.45 Subtotal for Dept. Golf Course

\$2,955.52 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0023464 LOCKBOX FEES FEB 2014

\$1,934.18

RIN0023317 DECEMBER LOCKBOX FEES

\$1,922.60

\$3,856.78 Subtotal for Dept. Finance

RIN0023472 FEBRUARY LOAN SERVICE FEE

\$35.00

\$35.00 Subtotal for Dept. Owner Occupied Gen Rehab

RIN0023426 COPIER REPAIR PARTS

\$209.99

\$209.99 Subtotal for Dept. Police

\$4,101.77 Subtotal for Vendor

FIRST INTERSTATE BANK - CREDIT CARD DIVISION

RIN0023412 ASSOCIATION DUES

\$695.00

\$695.00 Subtotal for Dept. City Attorney

\$695.00 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0023414 PETTY CASH

\$12.45

RIN0023414 PETTY CASH

\$13.27

RIN0023414 PETTY CASH

\$27.43

\$53.15 Subtotal for Dept. Metro Animal

RIN0023476 PETTY CASH

\$45.00

\$45.00 Subtotal for Dept. Municipal Court

\$98.15 Subtotal for Vendor

FISCHER BODY SHOP CORP.

21652 VIN #1G1ZS58N17F271020

\$751.10

\$751.10 Subtotal for Dept. Property & Liability Insurance

\$751.10 Subtotal for Vendor

FLEUR TREMEL

RIN0023418 TRAVEL EXPENSES

\$29.10

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

\$29.10 Subtotal for Dept. City Manager

\$29.10 Subtotal for Vendor

FOX CUSTOM HOMES

RIN0023447 REFUND OVERPAYMENT UM 6082101

\$73.60

\$73.60 Subtotal for Dept. Water

\$73.60 Subtotal for Vendor

GBS BENEFITS, INC.

283688 CONSULTING 7/13-7/14

\$1,000.00

\$1,000.00 Subtotal for Dept. Health Insurance

\$1,000.00 Subtotal for Vendor

GREINER MOTOR CO - CASPER

F16318 2014 FORD ESCAPE WITH OPTIONS

\$16,137.00

\$16,137.00 Subtotal for Dept. Police Dept

FT6337 FORD F250 PICKUP WITH OPTIONS

\$23,533.00

\$23,533.00 Subtotal for Dept. Water

\$39,670.00 Subtotal for Vendor

GRIZZLY EXCAVATING & CONST. LLC.

RIN0023404 RET RELEASE 2013 MANHOLE REPL

\$5,101.03

\$5,101.03 Subtotal for Dept. Sewer

\$5,101.03 Subtotal for Vendor

GSG ARCHITECTURE

17532 DESIGN OF SOLID WASTE SANITATI

\$9,337.50

\$9,337.50 Subtotal for Dept. Refuse Collection

\$9,337.50 Subtotal for Vendor

HDR ENGINEERING, INC.

00408110-H ON-GOING STUDIES, TASKS AND

\$4,836.83

\$4,836.83 Subtotal for Dept. Water

\$4,836.83 Subtotal for Vendor

HEIN-BOND, LLC

14-006 CONCEPTUAL DESIGN FOR UPGRADES

\$6,625.00

\$6,625.00 Subtotal for Dept. Balefill

14-003 PROFESSIONAL SERVICES FOR PARK

\$5,500.00

14-003 PROFESSIONAL SERVICES FOR PARK

\$4,500.00

\$10,000.00 Subtotal for Dept. Planning

\$16,625.00 Subtotal for Vendor

HEWLETT PACKARD

53953666 MANAGER DOCKING STATION

\$159.00

\$159.00 Subtotal for Dept. Balefill

68620569 MAINTENANCE

\$887.04

\$887.04 Subtotal for Dept. Information Services

\$1,046.04 Subtotal for Vendor

HEWLETT-PACKARD CO.

53854536 DOCKING STATION

\$182.49

53937228 COMPUTER

\$938.06

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

53953020 ADAPTER

53953020 ADAPTER

\$1,120.55 Subtotal for Dept. Cemetery
\$31.99
\$31.99 Subtotal for Dept. Parks
\$32.00
\$32.00 Subtotal for Dept. Streets
\$1,184.54 Subtotal for Vendor

HOMAX OIL SALES, INC.

0227002-IN FUEL

227002A-IN CREDIT MEMO

0229593-IN 15W40 AND MP IND 220 OILS

0227026-IN DRUM CREDIT

CL52899 FUEL

\$27,847.38
(\$546.03)
\$27,301.35 Subtotal for Dept. Balefill
\$1,080.72
(\$200.00)
\$880.72 Subtotal for Dept. Waste Water
\$5,528.09
\$5,528.09 Subtotal for Dept. Water
\$33,710.16 Subtotal for Vendor

HUBBARD, ASHLIE

0021709509 DEPOSIT/CREDIT REFUND

\$44.74
\$44.74 Subtotal for Dept. Water
\$44.74 Subtotal for Vendor

HULT CONSTRUCTION

0021709523 DEPOSIT/CREDIT REFUND

\$6.31
\$6.31 Subtotal for Dept. Water
\$6.31 Subtotal for Vendor

INFORMATION SYSTEMS CONSULTING, INC.

SIN005141 CISCO PHONE

\$324.35
\$324.35 Subtotal for Dept. Finance
\$324.35 Subtotal for Vendor

IN-KIND SVCS.

2463/109502 SPECIAL OLYMPICS

2463/109943 SPECIAL OLYMPICS

\$1,679.50
\$630.00
\$2,309.50 Subtotal for Dept. Council
\$2,309.50 Subtotal for Vendor

JASON WHITTNER

RIN0023478 TRAVEL EXPENSES

\$24.00
\$24.00 Subtotal for Dept. Police
\$24.00 Subtotal for Vendor

JIM WETZEL

RIN0023442 TRAVEL EXPENSES

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

JOHN HATCHER

RIN0023440 TRAVEL EXPENSES

\$47.00
\$47.00 Subtotal for Dept. Police

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

\$47.00 Subtotal for Vendor

JOLENE MARTINEZ

RIN0023461 PRIORITY MAIL EXPRESS 1-DAY

\$36.15

\$36.15 Subtotal for Dept. Refuse Collection

\$36.15 Subtotal for Vendor

KEEP AMERICA BEAUTIFUL, INC.

NSF14-0261-IN1 KAB NETWORK SERVICE FEES

\$200.00

\$200.00 Subtotal for Dept. Refuse Collection

\$200.00 Subtotal for Vendor

KIWANIS CLUB

4714 DUES

\$350.00

\$350.00 Subtotal for Dept. Engineering

\$350.00 Subtotal for Vendor

KOSKIE, CHANTZ

0021709514 DEPOSIT/CREDIT REFUND

\$42.38

\$42.38 Subtotal for Dept. Water

\$42.38 Subtotal for Vendor

KRISTINE SUBA

RIN0023369 CLOTHING ALLOWANCE

\$75.00

\$75.00 Subtotal for Dept. Refuse Collection

\$75.00 Subtotal for Vendor

KTWO TELEVISION

14406 ADS

\$400.00

\$400.00 Subtotal for Dept. Hogadon

\$400.00 Subtotal for Vendor

LEE WOLLEN

RIN0023462 CLOTHING ALLOWANCE

\$50.00

RIN0023462 CLOTHING ALLOWANCE

\$100.00

\$150.00 Subtotal for Dept. Refuse Collection

\$150.00 Subtotal for Vendor

LEONARD B. MEDOFF, PH.D

RIN0023428 MEDICAL TESTING

\$750.00

\$750.00 Subtotal for Dept. Police

\$750.00 Subtotal for Vendor

LINA

RIN0023463 RETIREES LIFE PREMIUMS

\$290.54

\$290.54 Subtotal for Dept. Health Insurance

\$290.54 Subtotal for Vendor

LIVE WALL MEDIA

1314 NEW DISPATCH CENTER LIVE WALL

\$141,675.00

\$141,675.00 Subtotal for Dept. Communications Center

\$141,675.00 Subtotal for Vendor

MASTERCARD

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

RIN0023421	MPO TRAINING	\$36.00		
RIN0023421	IEDC ANNUAL DUES	\$385.00		
		\$421.00	Subtotal for Dept.	Planning
RIN0023393	MEETING EXPENSE	\$88.35		
RIN0023393	MEETING EXPENSE	\$190.42		
RIN0023393	MISCELLANEOUS	\$26.99		
RIN0023392	MEETING EXPENSE	\$371.43		
RIN0023392	TRAVEL EXPENSES	\$351.56		
		\$1,028.75	Subtotal for Dept.	City Manager
RIN0023394	TRAVEL EXPENSE	\$91.30		
RIN0023394	MEETING EXPENSE	\$105.99		
RIN0023392	MEETING EXPENSE	(\$12.53)		
		\$184.76	Subtotal for Dept.	Council
		\$1,634.51	Subtotal for Vendor	
MENGRUM, JORDAN				
0021709519	DEPOSIT/CREDIT REFUND	\$54.28		
		\$54.28	Subtotal for Dept.	Water
		\$54.28	Subtotal for Vendor	
MERCER HOUSE				
RIN0023430	SPONSORSHIP THROUGH METH CONF	\$1,000.00		
		\$1,000.00	Subtotal for Dept.	Police Grants
		\$1,000.00	Subtotal for Vendor	
MORGAN OSTENDORF				
RIN0023441	TRAVEL EXPENSES	\$60.00		
		\$60.00	Subtotal for Dept.	Police
		\$60.00	Subtotal for Vendor	
MORRIS, DENNIS/KELLIE				
0021709511	DEPOSIT/CREDIT REFUND	\$50.85		
		\$50.85	Subtotal for Dept.	Water
		\$50.85	Subtotal for Vendor	
MORTON PLUMBING, INC.				
11067	BALER PUMP REPAIRS	\$463.52		
		\$463.52	Subtotal for Dept.	Balefill
		\$463.52	Subtotal for Vendor	
NATIONAL BENEFIT SERVICES				
445579	FEBRUARY FSA PLAN ADMIN FEES	\$424.80		
		\$424.80	Subtotal for Dept.	Health Insurance
		\$424.80	Subtotal for Vendor	
NATL. DEVELOPMENT COUNCIL				
4572	TECHNICAL ASSISTANCE	\$833.33		
		\$833.33	Subtotal for Dept.	Council
		\$833.33	Subtotal for Vendor	
NATRONA COUNTY CLERK				
967827	RECORDING	\$228.00		

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

\$228.00 Subtotal for Dept. Planning

\$228.00 Subtotal for Vendor

NATRONA COUNTY HEALTH DEPT.

0020990-IN INSECT CONTROL

\$65,000.00

\$65,000.00 Subtotal for Dept. Weed And Pest

\$65,000.00 Subtotal for Vendor

NATRONA COUNTY PUBLIC LIBRARY FOUNDATION

35 THE SAND BAR

\$149.70

\$149.70 Subtotal for Dept. Fort Caspar

\$149.70 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE28738B UNIFORMS

\$563.45

NE28572 UNIFORMS

\$127.80

NE28701 UNIFORMS

\$27.95

\$719.20 Subtotal for Dept. Police

\$719.20 Subtotal for Vendor

OHLSON LAVOIE CORPORATION

110602 DESIGN AND CA FOR NEW MIKE SED

\$544.09

\$544.09 Subtotal for Dept. Aquatics

\$544.09 Subtotal for Vendor

PARK STREET LAW OFFICE

11874 LEGAL FEES

\$4,991.62

\$4,991.62 Subtotal for Dept. Council

\$4,991.62 Subtotal for Vendor

PAUL BERTOGLIO

RIN0023434 TRAVEL EXPENSES

\$693.07

\$693.07 Subtotal for Dept. Council

\$693.07 Subtotal for Vendor

P-CARD VENDORS

00009136 ALBERTSONS - Purchase

\$5.98

00009320 NORCO INC - Purchase

\$125.92

00009109 ASSOCIATED SUPPLY - Purchase

\$179.96

00009170 DOLRTREE 3288 00032888 - Purch

\$16.00

00009360 SAMSCLUB #6425 - Purchase

\$24.50

00009360 SAMSCLUB #6425 - Purchase

\$44.34

00009431 HAWKINS INC - Purchase

\$1,081.57

00009422 SAMSCLUB #6425 - Purchase

\$34.80

00008785 CASPER STAR TRIBUNE - Purchase

\$384.96

\$1,898.03 Subtotal for Dept. Aquatics

00009059 UNITED STATES WELDING - Purcha

\$64.50

00009089 MMS - Purchase

\$4,835.10

00008722 RESPOND FIRST AID - Purchase

\$52.61

00008722 RESPOND FIRST AID - Purchase

\$3.99

00009235 AIRGAS CENTRAL - Purchase

\$95.15

00009119 CASPER SAFETY LLC - Purchase

\$450.00

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

00009203	WYOMING STEEL AND RECY - Purch	\$269.61	
00009397	BLOEDORN LUMBER CASPER - Purch	\$23.48	
00009034	BAILEYS ACE HARDWARE - Purchas	\$86.92	
00009212	BEARING BELTCHAIN00244 - Purch	\$191.52	
00009243	SAMSClub #6425 - Purchase	\$28.38	
00009129	ATLAS OFFICE PRODUCTS - Purcha	\$67.17	
00009386	PRAIRIE PELLA WY LLC - Purchas	\$600.00	
00009318	HOSE & RUBBER SUPPLY - Purchas	\$185.72	
00009191	HOMAX OIL SALES INC - Purchase	\$544.15	
00009338	BAILEYS ACE HARDWARE - Purchas	\$14.99	
00009326	AMERIGAS propane - Purchas	\$40.49	
00009250	INDUSTRIAL SCREEN & MA - Purch	\$20.00	
00009278	CASPER FIRE EXTINGUISH - Purch	\$26.35	
00009064	CASPER STAR TRIBUNE - Purchase	\$176.28	
00009298	UNITED STATES WELDING - Purcha	\$129.00	
00009081	AIRGAS CENTRAL - Purchase	\$747.50	
00009105	BAILEYS ACE HARDWARE - Purchas	\$120.72	
00009174	MMS - Purchase	\$87.33	
		\$8,860.96	Subtotal for Dept. Balefill
00009258	CASPER WINNELSON CO - Purchase	\$1.06	
00009429	CASPER WINNELSON CO - Purchase	\$7.20	
00009135	SAMSClub #6425 - Purchase	\$314.86	
00009159	SHERWIN WILLIAMS #3439 - Purch	\$41.79	
00009228	WW GRAINGER - Purchase	\$17.47	
00009192	CASPER WINNELSON CO - Purchase	\$12.93	
00009275	RMI - CASPER - Purchase	\$24.00	
00008692	LONG BLDG. TECHNOLOGIE - Purch	\$149.82	
00009428	NORCO INC - Purchase	\$667.74	
00009169	BAILEYS ACE HARDWARE - Purchas	\$5.79	
00009143	ATLANTIC ELECTRIC - Purchase	\$1,219.91	
00009426	BAILEYS ACE HARDWARE - Purchas	\$12.98	
00009139	SHERWIN WILLIAMS #3439 - Purch	\$42.40	
00009329	0970 CED - Purchase	\$59.84	
00009353	LONG BLDG. TECHNOLOGIE - Purch	\$330.00	
00009388	DENNIS SUPPLY COMPAN - Purchas	\$86.21	
00009402	CASPER WINNELSON CO - Purchase	\$316.23	
00009166	HOUSTON SUPPLY 20 - Purchase	\$103.00	
		\$3,413.23	Subtotal for Dept. Buildings And Grounds
00009064	CASPER STAR TRIBUNE - Purchase	\$385.96	
		\$385.96	Subtotal for Dept. C.A.T.C.
00009215	STAPLES 00114181 - Purch	\$22.98	
00009157	ALL-OUT FIRE EXTINGUIS - Purch	\$927.00	
00009152	ATLAS OFFICE PRODUCTS - Purcha	\$10.36	
00009194	BURBACK'S REFRIGERATIO - Purch	\$90.00	
00009383	WAL-MART #1617 - Purchase	\$75.34	
00009209	KONE INC. - Purchase	\$369.18	
00009420	CPU VENTURE TECH NETWO - Purch	\$44.95	
		\$1,539.81	Subtotal for Dept. Casper Events Center
00009414	SAMSClub #6425 - Purchase	\$70.82	

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

	\$70.82	Subtotal for Dept.	Cemetery
00009416 OVERHEAD DOOR COMPANY - Purcha	\$1,007.02		
	\$1,007.02	Subtotal for Dept.	City Hall
00009131 ALBERTSONS - Purchase	\$59.80		
00009064 CASPER STAR TRIBUNE - Purchase	\$358.60		
00009137 LOAF N JUG #0111 Q81 - Purch	\$19.08		
00009421 ATLAS REPRODUCTION - Purchase	\$18.00		
00009434 ATLAS OFFICE PRODUCTS - Purcha	\$118.84		
00009292 DOTNETNUKE - Purchase	\$1,500.00		
00009305 ICMA INTERNET - Purchase	\$295.00		
00009239 DOLRTREE 3288 00032888 - Purch	\$11.00		
00009411 OIL CITY PRINTERS - Purchase	\$2,451.61		
	\$4,831.93	Subtotal for Dept.	City Manager
00009302 WAL-MART #1617 - Purchase	\$83.87		
00009337 WAL-MART #1617 - Credit	(\$83.87)		
00009277 BEST BUY 00015271 - Purch	\$51.96		
00009153 MEDICAL PRIORITY CONSU - Credi	(\$156.00)		
00009284 CPU VENTURE TECH NETWO - Purch	\$308.98		
00008789 MEDICAL PRIORITY CONSU - Purch	\$156.00		
00009276 BEST BUY 00015271 - Purch	\$209.99		
	\$570.93	Subtotal for Dept.	Communications Center
00009242 MERBACK AWARD COMPANY - Purcha	\$6.90		
	\$6.90	Subtotal for Dept.	Council
00009256 SHERWIN WILLIAMS #3439 - Purch	\$43.95		
00009201 INF CITY DIRECTORIES - Purcha	\$365.00		
00009255 XEROX CORPORATION/RBO - Purcha	\$104.83		
00009268 XEROX CORPORATION/RBO - Purcha	\$22.00		
00009307 DIAMOND VOGEL PAINT #7 - Purch	\$15.55		
00009345 DIAMOND VOGEL PAINT #7 - Purch	\$46.18		
00009342 DIAMOND VOGEL PAINT #7 - Purch	\$23.09		
00009339 BLOEDORN LUMBER CASPER - Purch	\$643.27		
	\$1,263.87	Subtotal for Dept.	Engineering
00009198 ATLAS OFFICE PRODUCTS - Purcha	\$11.38		
00009146 GRANTWRITIN - Purchase	\$595.00		
00009196 WALMART.COM - Purchase	\$68.56		
00009202 ATLAS OFFICE PRODUCTS - Purcha	\$167.24		
00009330 AICPA AICPA - Credit	(\$149.00)		
00009122 AUDIMATION SERVICES IN - Purch	\$750.00		
00009262 ATLAS OFFICE PRODUCTS - Purcha	\$3.52		
00009394 USPS 57155809430310940 - Purch	\$1,218.00		
00009390 B & B RUBBER STAMP SHO - Purch	\$26.50		
	\$2,691.20	Subtotal for Dept.	Finance
00008833 NATIONWIDE SUPPLY IQPS - Purch	\$153.28		
00009409 TACO JOHN'S OF S G - Purchase	\$6.57		
00009405 MCDONALD'S F5701 - Purchase	\$5.28		
00009385 CHILIES 01209121 - Purch	\$11.59		
00008830 NATIONWIDE SUPPLY IQPS - Purch	\$46.46		
00009069 N.A.F.I. - Purchase	\$65.00		
00009279 BEARING BELTCHAIN00244 - Purch	\$10.99		

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

00009335	COMPUTER VILLAGE INC - Purchas	\$729.95	
00009168	COWBOY AUTO SPA - Purchase	\$11.00	
00009379	PANDA EXPRESS #2019 - Purchase	\$7.98	
00009079	COWBOY AUTO SPA - Purchase	\$10.00	
00009240	DRIVEN POWERSPORTS - Purchase	\$33.58	
00008734	THE HOME DEPOT 6001 - Purchase	\$83.62	
00008844	ISC,INC - Purchase	\$227.77	
00009042	COMMUNICATION TECHNOLO - Purch	\$18.00	
00009031	WAL-MART #1617 - Purchase	\$39.96	
00009029	MERBACK AWARD COMPANY - Purcha	\$36.10	
00009020	WW GRAINGER - Purchase	\$751.50	
00008946	WYOMING CARDIOPULMONAR - Purch	\$2,769.00	
00008907	PAPA JOHN'S #01393 - Purchase	\$103.00	
00008834	AMERICAN SAFETY AS - Purchase	\$319.30	
00008889	COWBOY AUTO SPA - Purchase	\$21.72	
00009186	OVERHEAD DOOR COMPANY - Purcha	\$746.00	
00008740	WITMER PUBLIC SAFETY G - Purch	\$2,131.06	
00008538	NORCO INC - Purchase	\$232.89	
00008906	SPORTSMANS WAREHOUSE 1 - Purch	\$269.99	
00009370	NFPA NATL FIRE PROTECT - Purch	\$649.75	
00009362	ATLAS OFFICE PRODUCTS - Purcha	\$52.86	
00009286	L N CURTIS & SONS - Purchase	\$3,644.08	
00009355	ALBANY RESTAURANT & BA - Purch	\$18.99	
00009340	ALBANY RESTAURANT & BA - Purch	\$21.08	
00009296	THE HOME DEPOT 6001 - Purchase	\$62.42	
00009424	NATIONWIDE SUPPLY IQPS - Credi	(\$153.28)	
00009350	GHB - CHEYENNE - Purchase	\$10.91	
00009343	BREAD BASKET BAKERY - Purchase	\$10.97	
00009418	MCDONALD'S F5701 - Purchase	\$5.28	
00009064	CASPER STAR TRIBUNE - Purchase	\$133.50	
00009269	NATIONWIDE SUPPLY IQPS - Purch	\$46.46	
		\$13,344.61	Subtotal for Dept. Fire
00009241	HOBBY-LOBBY #0233 - Purchase	\$23.48	
00009133	GAYLORD BROS INC - Purchase	\$477.20	
		\$500.68	Subtotal for Dept. Fort Caspar
00009116	HOSE & RUBBER SUPPLY - Purchas	\$230.30	
00009155	NATRONA CNTY CLERK TAX - Purch	\$15.00	
00009347	GREINER MOTOR COMPANY - Purcha	\$175.17	
00009359	BEARING BELTCHAIN00244 - Purch	\$23.91	
00009148	SHEET METAL SPECIALTIE - Purch	\$58.96	
00009341	FORCE AMERICA DISTRIB - Purcha	\$44.67	
00009361	HENSLEY BATTERY & ELEC - Purch	\$87.53	
00009295	MIDLAND IMPLEMENT CO - Purchas	\$28.99	
00009072	WYOMING MACHINERY CO - Purchas	\$442.77	
00008480	COMMUNICATION TECHNOLO - Purch	\$509.73	
00009155	NATRONA CNTY CLERK TAX - Purch	\$15.00	
00009072	WYOMING MACHINERY CO - Purchas	\$288.19	
00009078	CMI-TECO - Credit	(\$299.56)	
00009232	WW GRAINGER - Purchase	\$36.17	
00008776	HENSLEY BATTERY & ELEC - Purch	\$210.28	

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

00008765	HOSE & RUBBER SUPPLY - Credit	(\$112.27)
00008645	AUTOZONE #1294 - Purchase	\$99.69
00008757	HOSE & RUBBER SUPPLY - Purchas	\$228.34
00008927	GREINER MOTOR COMPANY - Purcha	\$251.50
00008809	BEARING BELTCHAIN00244 - Purch	\$366.76
00009072	WYOMING MACHINERY CO - Purchas	\$220.34
00009151	WW GRAINGER - Purchase	\$132.18
00008627	BEARING BELTCHAIN00244 - Purch	\$20.42
00009080	WYOMING MACHINERY CO - Purchas	\$2,127.36
00009072	WYOMING MACHINERY CO - Purchas	\$375.64
00008923	HENSLEY BATTERY & ELEC - Purch	\$87.53
00009077	DRIVE TRAIN INDUSTRIES - Purch	\$345.44
00008566	MCCOY SALES CORPORATIO - Purch	\$18.28
00009087	STOTZ EQUIPMENT - Purchase	\$79.78
00008525	WYOMING MACHINERY CO - Purchas	\$26.68
00009271	WYOMING MACHINERY CO - Purchas	\$44.67
00008640	HAJOCA KEENAN SUPP 25 - Credit	(\$145.18)
00009365	CMI-TECO - Purchase	\$34.19
00008585	WW GRAINGER - Purchase	\$20.42
00009084	ALBERTSONS - Purchase	\$4.19
00009087	STOTZ EQUIPMENT - Purchase	\$79.78
00009332	DRIVE TRAIN INDUSTRIES - Purch	\$52.06
00008592	OLSON AUTO BODY - Purchase	\$190.47
00008619	MCCOY SALES CORPORATIO - Credi	(\$18.28)
00009274	CPS DISTRIBUTORS INC C - Purch	\$1.21
00008587	WW GRAINGER - Purchase	\$10.17
00009074	CMI-TECO - Purchase	\$1,715.52
00008525	WYOMING MACHINERY CO - Purchas	\$158.68
00009115	BEARING BELTCHAIN00244 - Purch	\$8.99
00008487	Intermountain Motor Sa - Purch	\$1,962.89
00008598	HENSLEY BATTERY & ELEC - Purch	\$210.28
00009099	CMI-TECO - Purchase	\$46.69
00009200	WW GRAINGER - Purchase	\$21.65
00009087	STOTZ EQUIPMENT - Purchase	\$79.78
00009087	STOTZ EQUIPMENT - Purchase	\$79.78
00009121	GREINER MOTOR COMPANY - Purcha	\$321.80
00009038	GREINER MOTOR COMPANY - Purcha	\$20.71
00009057	WYOMING MACHINERY CO - Purchas	\$69.48
00009057	WYOMING MACHINERY CO - Purchas	\$92.59
00009043	GREINER MOTOR COMPANY - Purcha	\$73.10
00009055	CMI-TECO - Purchase	\$74.70
00009057	WYOMING MACHINERY CO - Purchas	\$33.84
00009110	STOTZ EQUIPMENT - Purchase	\$352.76
00009295	MIDLAND IMPLEMENT CO - Purchas	\$48.06
00009154	ATLANTIC ELECTRIC - Purchase	\$1,323.60
00009142	GOVTTELLERNATRONAWYFEE - Purcha	\$2.33
00009408	GREINER MOTOR COMPANY - Purcha	\$64.55
00009141	ATLANTIC ELECTRIC - Purchase	\$929.86
00008522	MIDLAND IMPLEMENT CO - Purchas	\$612.16
00009304	SAMSClub #6425 - Purchase	\$161.52

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

00009410	DRIVE TRAIN INDUSTRIES - Credi	(\$45.54)
00008505	OREILLY AUTO 00027466 - Purch	\$31.99
00009300	DRIVE TRAIN INDUSTRIES - Purch	\$82.86
00009085	BEARING BELTCHAIN00244 - Purch	\$9.99
00009295	MIDLAND IMPLEMENT CO - Purchas	\$48.06
00009271	WYOMING MACHINERY CO - Purchas	\$93.65
00009190	GREINER MOTOR COMPANY - Purcha	\$168.15
00009371	CASPER WINNELSON CO - Purchase	\$10.68
00009140	WW GRAINGER - Purchase	\$136.17
00008525	WYOMING MACHINERY CO - Purchas	\$4.84
00009183	STOTZ EQUIPMENT - Purchase	\$5.28
00009208	AMERI-TECH EQUIPMENT C - Purch	\$2,401.45
00008555	DECKER AUTO GLASS - Purchase	\$416.05
00008612	ALSCO SLCAS - Purchase	\$158.76
00008559	DXPE - PRECISION - Purchase	\$5,184.04
00009299	DRIVE TRAIN INDUSTRIES - Purch	\$64.32
00008993	BEARING BELTCHAIN00244 - Purch	\$2.68
00008648	BEARING BELTCHAIN00244 - Purch	\$137.40
00009281	STOTZ EQUIPMENT - Purchase	\$16.28
00009280	WHITES MOUNTAIN - Purchase	\$54.76
00009272	FORCE AMERICA DISTRIB - Purcha	\$491.06
00009309	GOODYEAR COMMERCIAL TI - Purch	\$527.98
00009271	WYOMING MACHINERY CO - Purchas	\$2.75
00009271	WYOMING MACHINERY CO - Purchas	\$22.48
00008996	TIRE PROFESSIONALS INC - Purch	\$348.00
00009271	WYOMING MACHINERY CO - Purchas	\$9.72
00008492	HAJOCA KEENAN SUPP 25 - Purcha	\$191.07
00009271	WYOMING MACHINERY CO - Purchas	\$43.02
00009057	WYOMING MACHINERY CO - Purchas	\$285.95
00008992	MIDLAND IMPLEMENT CO - Purchas	\$71.77
00009173	ALBERTSONS - Purchase	\$16.99
00009295	MIDLAND IMPLEMENT CO - Purchas	\$61.61
00009271	WYOMING MACHINERY CO - Purchas	\$350.40
00009295	MIDLAND IMPLEMENT CO - Purchas	\$128.39
00009271	WYOMING MACHINERY CO - Purchas	\$3.16
00009260	CMI-TECO - Purchase	\$277.96
00009253	CASPER TIRE - Purchase	\$130.00
00008978	WEAR PARTS INC - Purchase	\$6.07
00008995	CASPER TIRE - Purchase	\$80.00
00009027	CMI-TECO - Purchase	\$9.00
00008902	ALSCO SLCAS - Purchase	\$197.12
00008900	HITCHFINDER STORES - Purchase	\$189.61
00008899	HENSLEY BATTERY & ELEC - Purch	\$59.87
00008848	CMI-TECO - Purchase	\$13.82
00008890	BEARING BELTCHAIN00244 - Credi	(\$178.58)
00008931	BEARING BELTCHAIN00244 - Purch	\$42.99
00008888	WW GRAINGER - Purchase	\$43.47
00008881	CMI-TECO - Purchase	\$102.47
00008878	STANDARD INDUSTRIAL & - Purcha	\$670.00
00009282	HONNEN EQUIPMENT #04 - Purchas	\$13,173.07

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

00008868	DRIVE TRAIN INDUSTRIES - Purch	\$159.24
00008972	CMI-TECO - Credit	(\$65.70)
00008892	BEARING BELTCHAIN00244 - Purch	\$6.16
00008974	GREINER MOTOR COMPANY - Purcha	\$194.32
00008918	BEARING BELTCHAIN00244 - Purch	\$26.18
00009024	BEARING BELTCHAIN00244 - Purch	\$157.00
00008926	ALSCO SLCAS - Purchase	\$158.76
00009013	STOTZ EQUIPMENT - Purchase	\$283.80
00008890	BEARING BELTCHAIN00244 - Credi	(\$12.00)
00009271	WYOMING MACHINERY CO - Purchas	\$4,025.34
00008978	WEAR PARTS INC - Purchase	\$16.33
00008874	STOTZ EQUIPMENT - Purchase	\$617.60
00008836	CMI-TECO - Purchase	\$173.51
00008525	WYOMING MACHINERY CO - Purchas	\$2,197.02
00008693	BAILEYS ACE HARDWARE - Purchas	\$116.95
00009387	WEAR PARTS INC - Purchase	\$1.92
00009395	GREINER MOTOR COMPANY - Purcha	\$87.79
00008686	TIRE PROFESSIONALS INC - Purch	\$14,052.00
00008677	CMI-TECO - Purchase	\$88.63
00008671	HONNEN EQUIPMENT #04 - Purchas	\$51.45
00008909	HITCHFINDER STORES - Purchase	\$2.29
00008657	GREINER BUICK GMC CADI - Purch	\$315.08
00009238	WAUSAU EQUIPMENT COMPA - Purch	\$16,208.00
00008846	CASPER TIRE - Purchase	\$312.00
00008752	BEARING BELTCHAIN00244 - Purch	\$30.67
00008828	DECKER AUTO GLASS - Purchase	\$414.28
00008815	HENSLEY BATTERY & ELEC - Purch	\$87.59
00008813	BEARING BELTCHAIN00244 - Purch	\$34.89
00009369	WW GRAINGER - Purchase	\$103.50
00008809	BEARING BELTCHAIN00244 - Purch	\$22.94
00008743	BEARING BELTCHAIN00244 - Purch	\$66.77
00008525	WYOMING MACHINERY CO - Purchas	\$132.32
00008803	JACKS TRUCK AND EQUIPMT - Purch	\$38.73
00008751	HOSE & RUBBER SUPPLY - Purchas	\$5.25
00009213	CASPER WINNELSON CO - Purchase	\$81.33
00008742	BEARING BELTCHAIN00244 - Purch	\$93.98
00008790	BEARING BELTCHAIN00244 - Purch	\$26.72
00008950	MIDLAND IMPLEMENT CO - Purchas	\$301.12
00008949	CMI-TECO - Purchase	\$88.54
00008948	CMI-TECO - Purchase	\$3.68
00008945	OSHKOSH CORP MCNEILUS - Purcha	\$153.25
00008944	BEARING BELTCHAIN00244 - Purch	\$43.99
00008847	CMI-TECO - Purchase	\$20.83
00008991	CMI-TECO - Purchase	\$445.99
00008699	HENSLEY BATTERY & ELEC - Purch	\$79.07
00009312	CMI-TECO - Purchase	\$30.46
00009233	STOTZ EQUIPMENT - Purchase	\$4.84
00009271	WYOMING MACHINERY CO - Purchas	\$12.08
00008731	BEARING BELTCHAIN00244 - Purch	\$22.98
00008525	WYOMING MACHINERY CO - Purchas	\$64.65

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

00009214	CPS DISTRIBUTORS INC C - Purch	\$1.77
00008727	HENSLEY BATTERY & ELEC - Purch	\$87.53
00008725	STOTZ EQUIPMENT - Purchase	\$141.02
00008711	STOTZ EQUIPMENT - Purchase	\$13.88
00008707	STOTZ EQUIPMENT - Purchase	\$1,087.46
00008849	DRIVE TRAIN INDUSTRIES - Purch	\$608.69
00008652	NORCO INC - Purchase	\$161.91
00008930	CMI-TECO - Purchase	\$73.00
00009234	WW GRAINGER - Purchase	\$31.53
00009099	CMI-TECO - Purchase	\$85.04
00009206	DRIVE TRAIN INDUSTRIES - Purch	\$198.18
00008625	WEAR PARTS INC - Purchase	\$36.00
00008806	GOODYEAR COMMERCIAL TI - Purch	\$4,770.75
00008715	FLEETPRIDE 893 - Purchase	\$90.48
00009406	BEARING BELTCHAIN00244 - Purch	\$41.94
00008561	APPLIED IND TECH 0733 - Purch	\$50.78
00008872	DRIVE TRAIN INDUSTRIES - Purch	\$19.53
00009293	DRIVE TRAIN INDUSTRIES - Purch	\$8.79
00008823	CMI-TECO - Purchase	\$176.96
00009065	DRIVE TRAIN INDUSTRIES - Purch	\$5.47
00008531	DRIVE TRAIN INDUSTRIES - Purch	\$187.42
00008587	WW GRAINGER - Purchase	\$150.33
00009229	GOODYEAR COMMERCIAL TI - Purch	\$3,339.00
00008879	DRIVE TRAIN INDUSTRIES - Purch	\$18.20
00008584	CMI-TECO - Purchase	\$378.44
00008784	BEARING BELTCHAIN00244 - Purch	\$3,297.50
00008780	BEARING BELTCHAIN00244 - Purch	\$109.37
00008478	MYERS TIRE SUPPLY. - Purchase	\$83.10
00009083	GREINER MOTOR COMPANY - Purcha	\$125.50
00009333	BEARING BELTCHAIN00244 - Purch	\$52.36
00008910	GOODYEAR COMMERCIAL TI - Purch	\$1,201.64
00009373	BEARING BELTCHAIN00244 - Purch	\$35.06
00008666	HOSE & RUBBER SUPPLY - Purchas	\$71.44
00009057	WYOMING MACHINERY CO - Purchas	\$164.16
00009349	DRIVE TRAIN INDUSTRIES - Purch	\$20.43
00008688	AMERI-TECH EQUIPMENT C - Purch	\$288.00
00009380	BEARING BELTCHAIN00244 - Purch	\$9.50
00009057	WYOMING MACHINERY CO - Purchas	\$16.68
00009381	BEARING BELTCHAIN00244 - Credi	(\$13.09)
00008975	MACDONALD EQUIPMENT CO - Purch	\$2,203.48
00008629	WEAR PARTS INC - Purchase	\$298.08
00009387	WEAR PARTS INC - Purchase	\$102.13
00009057	WYOMING MACHINERY CO - Purchas	\$287.08
00009057	WYOMING MACHINERY CO - Purchas	\$29.43
00008960	OSHKOSH CORP MCNEILUS - Purcha	\$386.36
00008631	DRIVE TRAIN INDUSTRIES - Purch	\$90.58
00008914	INDUSTRIAL SCREEN & MA - Purch	\$495.00
00009322	BEARING BELTCHAIN00244 - Purch	\$50.90
00009072	WYOMING MACHINERY CO - Purchas	\$147.56
00008713	FORCE AMERICA DISTRIB - Purcha	\$34.81

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

00009061	CMI-TECO - Purchase	\$55.20	
00009082	WW GRAINGER - Purchase	\$45.60	
00009303	HOSE & RUBBER SUPPLY - Purchas	\$453.40	
00009057	WYOMING MACHINERY CO - Purchas	\$218.48	
00008760	CMI-TECO - Purchase	\$21.32	
00009257	HOUSTON SUPPLY 20 - Purchase	\$32.19	
00009057	WYOMING MACHINERY CO - Purchas	\$420.27	
00008525	WYOMING MACHINERY CO - Purchas	\$104.07	
00009433	BEARING BELTCHAIN00244 - Purch	\$27.56	
00009067	WYOMING MACHINERY CO - Credit	(\$2,127.36)	
00009070	CMI-TECO - Credit	(\$198.64)	
00009057	WYOMING MACHINERY CO - Purchas	\$86.34	
00009030	STOTZ EQUIPMENT - Purchase	\$62.79	
00009033	BEARING BELTCHAIN00244 - Purch	\$65.07	
00009057	WYOMING MACHINERY CO - Purchas	\$65.63	
00008624	INLAND TRUCK PARTS #35 - Purch	\$294.98	
00009057	WYOMING MACHINERY CO - Purchas	\$432.35	
00008489	DRIVE TRAIN INDUSTRIES - Purch	\$87.94	
00009038	GREINER MOTOR COMPANY - Purcha	\$169.97	
00009057	WYOMING MACHINERY CO - Purchas	\$649.70	
00008856	DRIVE TRAIN INDUSTRIES - Purch	\$27.35	
00008560	APPLIED IND TECH 0733 - Purch	\$358.00	
00008525	WYOMING MACHINERY CO - Purchas	\$200.18	
00008615	BEARING BELTCHAIN00244 - Purch	\$39.16	
00009072	WYOMING MACHINERY CO - Purchas	\$239.65	
00009072	WYOMING MACHINERY CO - Purchas	\$413.21	
00008550	GREINER MOTOR COMPANY - Credit	(\$100.00)	
00009273	DRIVE TRAIN INDUSTRIES - Purch	\$18.19	
00008901	DRIVE TRAIN INDUSTRIES - Purch	\$22.48	
00009057	WYOMING MACHINERY CO - Purchas	\$227.61	
00009057	WYOMING MACHINERY CO - Purchas	\$3.06	
00009057	WYOMING MACHINERY CO - Purchas	\$161.12	
		\$106,739.04	Subtotal for Dept. Garage
00009289	CPU VENTURE TECH NETWO - Purch	\$14.95	
00009270	OREILLY AUTO 00031559 - Purch	\$8.14	
00009310	SUTHERLANDS 2219 - Purchase	\$48.79	
00009291	CPU VENTURE TECH NETWO - Purch	\$44.95	
00009313	CHARTER COMM - Purchase	\$138.37	
		\$255.20	Subtotal for Dept. Golf Course
00008833	NATIONWIDE SUPPLY IQPS - Purch	\$51.10	
00008830	NATIONWIDE SUPPLY IQPS - Purch	\$46.46	
00009254	NATIONWIDE SUPPLY IQPS - Purch	\$51.10	
00009269	NATIONWIDE SUPPLY IQPS - Purch	\$23.23	
00009424	NATIONWIDE SUPPLY IQPS - Credi	(\$51.10)	
		\$120.79	Subtotal for Dept. Health Insurance
00009354	KNAPP SUPPLY & EQUIPME - Purch	\$53.70	
00009197	SQ CHS SNOWMAKERS - Purchase	\$111.68	
00009263	HOSE & RUBBER SUPPLY - Purchas	\$76.25	
00009327	SIRIUSWARE, INC. - Purchase	\$105.00	
00009346	PORTER'S MOUNTAIN VIEW - Purch	\$200.00	

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

00009432 NORCO INC - Purchase	\$96.42	
00009425 CASPER CONTRACTOR SUPP - Purch	\$31.60	
	\$674.65	Subtotal for Dept. Hogadon
00009254 NATIONWIDE SUPPLY IQPS - Purch	\$51.10	
00009269 NATIONWIDE SUPPLY IQPS - Purch	\$46.46	
00009254 NATIONWIDE SUPPLY IQPS - Purch	\$153.28	
00009424 NATIONWIDE SUPPLY IQPS - Credi	(\$51.10)	
00008833 NATIONWIDE SUPPLY IQPS - Purch	\$51.10	
00009220 ATLAS OFFICE PRODUCTS - Purcha	\$97.98	
00009193 TARGET 00001644 - Purch	\$19.28	
00008830 NATIONWIDE SUPPLY IQPS - Purch	\$23.23	
00009098 PEDENS INC. - Purchase	\$30.00	
	\$421.33	Subtotal for Dept. Human Resources
00009399 BAILEYS ACE HARDWARE - Purchas	\$10.47	
00009357 KNAPP SUPPLY & EQUIPME - Purch	\$501.03	
00008490 INTERNATIONAL TRANSACTION - Pu	\$3.00	
00009009 BULKCANDYNUTS.COM - Purchase	\$112.50	
00009170 DOLRTREE 3288 00032888 - Purch	\$8.00	
00009328 SAMSCLUB #6425 - Purchase	\$112.25	
00008474 SAMS INTERNET - Purchase	\$90.00	
00009178 SAMSCLUB #6425 - Purchase	\$32.52	
00009287 SAMS INTERNET - Purchase	\$46.27	
00008541 INTERNATIONAL TRANSACTION - Pu	\$0.93	
00009051 SAMSCLUB #6425 - Purchase	\$37.16	
00008852 SAMS INTERNET - Purchase	\$348.54	
00009360 SAMSCLUB #6425 - Purchase	\$44.34	
00009132 KNAPP SUPPLY & EQUIPME - Purch	\$47.35	
00009162 SAMS INTERNET - Purchase	\$159.52	
00009097 SAMSCLUB #6425 - Purchase	\$136.00	
00009097 SAMSCLUB #6425 - Purchase	\$230.11	
00009360 SAMSCLUB #6425 - Purchase	\$24.50	
00009162 SAMS INTERNET - Purchase	\$28.98	
00009113 FARMER BROS CO - Purchase	\$165.36	
00009117 RMI - CASPER - Purchase	\$100.40	
00009222 ALBERTSONS - Purchase	\$11.25	
00009162 SAMS INTERNET - Purchase	\$215.44	
00008497 INTERNATIONAL TRANSACTION - Pu	\$2.86	
	\$2,468.78	Subtotal for Dept. Ice Arena
00009185 PSI DIGITAL IMAGING SO - Purch	\$159.05	
00009224 EXPEDIA EXPEDIA.COM - Purchase	\$205.20	
00009180 UNITED 01673839704493 - Pur	\$763.50	
	\$1,127.75	Subtotal for Dept. Information Services
00009216 NACM - Purchase	\$115.00	
00009412 ATLAS OFFICE PRODUCTS - Purcha	\$202.00	
	\$317.00	Subtotal for Dept. Municipal Court
00009164 GENERAL SHALE-CASPE - Purchase	\$6,042.00	
00009301 KNIFE RIVER 5701 - Purchase	\$975.21	
00009316 CASPER WINNELSON CO - Purchase	\$1,087.00	
00009107 THE HOME DEPOT 6001 - Purchase	\$157.70	

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

00009120	THE HOME DEPOT 6001 - Purchase	\$140.64	
00009001	HD SUPPLY UTILITIES, L - Purch	\$35.92	
00009071	MOUNTAIN STATES LITHOG - Purch	\$70.10	
00009392	CPS DISTRIBUTORS INC C - Purch	\$3,164.99	
00009304	SAMSClub #6425 - Purchase	\$59.88	
00009294	CASPER CONTRACTOR SUPP - Purch	\$39.92	
00009066	BEST BUY 00015271 - Purch	\$24.99	
00009124	CPS DISTRIBUTORS INC C - Purch	\$96.61	
00009150	NOV WILSON - Purchase	\$7.08	
00009195	R & R REST STOPS - Purchase	\$1,689.52	
00009321	BAILEYS ACE HARDWARE - Purchas	\$72.97	
00009158	CASPER CONTRACTOR SUPP - Purch	\$18.57	
00009179	NORCO INC - Purchase	\$175.65	
00009199	BAILEYS ACE HARDWARE - Purchas	\$4.50	
00009248	CRUM ELECTRIC SUPPLY C - Purch	\$52.30	
00009368	WW GRAINGER - Purchase	\$21.64	
		\$13,937.19	Subtotal for Dept. Parks
00009348	PILOT 00001412 - Purch	\$32.20	
00009311	STAR OF INDIA INC - Purchase	\$28.62	
00009352	CHEESECAKE FACTORY #15 - Purch	\$56.42	
00009417	COMFORT INN & SUITES N - Purch	\$178.94	
00009251	ATLAS OFFICE PRODUCTS - Purcha	\$16.23	
00009317	TEXAS ROADHOUSE 2333 - Purchas	\$38.79	
00009423	ATLAS REPRODUCTION - Purchase	\$12.00	
00009264	PILOT 00001412 - Purch	\$40.58	
00009288	CAFE RIO MEXICAN GRILL - Purch	\$24.04	
00009393	CAFE RIO MEXICAN GRILL - Purch	\$22.36	
		\$450.18	Subtotal for Dept. Planning
00009217	BIG A CONVENIENT STORE - Purch	\$25.00	
00009176	A 2 Z TOWING - Purchase	\$77.25	
00009177	BROKEN WHEEL TRUCK S - Purchas	\$19.41	
00009290	EXXONMOBIL 47651294 - Purch	\$29.60	
00009149	EXXONMOBIL 47737010 - Purch	\$26.96	
00009227	UNITED 01623980754336 - Pur	\$798.00	
00009219	UNITED 01629268860251 - Pur	\$16.00	
00009315	MAVERIK CNTRY STRE - Purchase	\$20.81	
00009261	MONUMENT CAR WASH - Purchase	\$5.00	
00008678	GAL UNIFORM&EQUIPMENT - Purcha	\$240.50	
00009267	EZ STOP - Purchase	\$25.52	
00009163	DECKER AUTO GLASS - Purchase	\$91.80	
00008774	RESPOND FIRST AID - Purchase	\$200.29	
00009126	HENSLEY BATTERY & ELEC - Purch	\$227.08	
00008947	MOUNTAIN VIEW SUB SHOP - Purch	\$233.85	
00009184	BEARING BELTCHAIN00244 - Purch	\$23.88	
00009060	EXXONMOBIL 47737358 - Purch	\$46.40	
00009236	PILOT 00007617 - Purch	\$48.88	
00009165	ARBYS 5439 - Purchase	\$7.73	
00009367	HAMPTON INNS - Purchase	\$83.00	
00009372	HAMPTON INNS - Purchase	\$166.00	
00008690	RICOH USA, INC - Purchase	\$631.24	

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

	\$3,044.20	Subtotal for Dept.	Police
00009400 PIZZA RANCH CASPER - Purchase	\$79.18		
00009225 POINT OF ROCKS MERC - Purchase	\$39.04		
	\$118.22	Subtotal for Dept.	Police Grants
00009366 VERMEER SALES & SVCS O - Purch	\$8,160.00		
00008814 VERMEER SALES & SVCS O - Purch	\$1,717.71		
00009182 MERBACK AWARD COMPANY - Purcha	\$40.80		
	\$9,918.51	Subtotal for Dept.	Property & Liability Insurance
00009401 BAILEYS ACE HARDWARE - Purchas	\$8.98		
00009360 SAMSCLUB #6425 - Purchase	\$44.34		
00009314 WW GRAINGER - Purchase	\$15.16		
00009360 SAMSCLUB #6425 - Purchase	\$17.96		
00009170 DOLRTREE 3288 00032888 - Purch	\$6.00		
00009360 SAMSCLUB #6425 - Purchase	\$24.50		
00009360 SAMSCLUB #6425 - Purchase	\$24.50		
00009360 SAMSCLUB #6425 - Purchase	\$63.46		
00009360 SAMSCLUB #6425 - Purchase	\$54.24		
	\$259.14	Subtotal for Dept.	Recreation
00008938 SWANA - Purchase	\$195.00		
00008781 HUTCH'S HI-COUNTRY PLU - Purch	\$612.50		
00009382 SAMSCLUB #6425 - Purchase	\$17.45		
00009130 ATLAS OFFICE PRODUCTS - Purcha	\$2.28		
00009129 ATLAS OFFICE PRODUCTS - Purcha	\$67.17		
00009114 PILOT 00003087 - Purch	\$170.00		
00009358 SHERWIN WILLIAMS #3439 - Purch	\$381.40		
00008722 RESPOND FIRST AID - Purchase	\$43.80		
00009204 BAR D SIGNS INC - Purchase	\$283.50		
	\$1,773.10	Subtotal for Dept.	Refuse Collection
00009375 ALBERTSONS - Purchase	\$8.34		
00008753 CASPER STAR TRIBUNE - Purchase	\$176.28		
00009245 NATIONAL PRODUCTS INC - Purcha	\$373.21		
00009073 HOSE & RUBBER SUPPLY - Purchas	\$233.24		
00009188 SAMSCLUB #6425 - Purchase	\$141.61		
00009230 SAMSCLUB #6425 - Credit	(\$6.74)		
00009156 ALSICO SLCAS - Purchase	\$51.22		
	\$977.16	Subtotal for Dept.	Sewer
00009363 HOMEDEPOT.COM - Purchase	\$988.20		
00009221 HOMEDEPOT.COM - Purchase	\$2,856.60		
00009283 TFS FISHER SCI CSA - Purchase	\$108.54		
	\$3,953.34	Subtotal for Dept.	Special Assistance
00009210 KMART 4736 - Purchase	\$29.99		
00009304 SAMSCLUB #6425 - Purchase	\$95.64		
00009384 CPU VENTURE TECH NETWO - Purch	\$59.95		
00009306 ALBERTSONS - Purchase	\$23.97		
00009066 BEST BUY 00015271 - Purch	\$25.00		
00009064 CASPER STAR TRIBUNE - Purchase	\$180.72		
	\$415.27	Subtotal for Dept.	Streets
00009396 TAPCO - Purchase	\$52.00		
00009304 SAMSCLUB #6425 - Purchase	\$59.88		

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

00009325	CASPER STAR TRIBUNE - Purchase	\$338.60	
00009319	WEAR PARTS INC - Purchase	\$176.80	
00009324	WEAR PARTS INC - Purchase	\$493.50	
00009106	TAPCO - Purchase	\$226.01	
		\$1,346.79	Subtotal for Dept. Traffic
00009334	HOSE & RUBBER SUPPLY - Purchas	\$36.25	
00009249	B & B RUBBER STAMP SHO	\$43.50	
00009160	WATERWORKS INDUSTRIES - Purcha	\$2,896.00	
00009108	SUNSOURCE - Purchase	\$135.92	
00009308	HOBBY-LOBBY #0233 - Purchase	\$14.34	
00009123	BEARING BELTCHAIN00244 - Purch	\$40.44	
00009125	KNAPP SUPPLY & EQUIPME - Purch	\$162.25	
RIN0023479	SAM'S CLUB	\$98.58	
00009226	HAJOCA KEENAN SUPP 25 - Purcha	\$87.81	
00009244	ATLAS OFFICE PRODUCTS - Purcha	\$120.37	
00009427	UEI WATER PROGRAM - Purchase	\$109.00	
00009189	CENTRAL TRUCK & DIESEL - Purch	\$157.27	
00009237	THE HOME DEPOT 6001 - Purchase	\$78.75	
00009218	ALSCO SLCAS - Purchase	\$296.48	
00009336	NORCO INC - Purchase	\$108.63	
00009323	WEAR PARTS INC - Purchase	\$202.11	
00009265	FOREMANS QUALITY MACHI - Purch	\$121.61	
00009211	WW GRAINGER - Purchase	\$39.24	
00009404	ENERGY LABORATORIES - Purchase	\$74.00	
00009391	BEARING BELTCHAIN00244 - Purch	\$154.12	
00009088	BELZONA ROCKY MOUNTAIN - Purch	\$706.00	
00009181	FLEMING SUPPLY - Purchase	\$4.75	
00009161	OFFICE MAX - Purchase	\$59.99	
00009175	USPS 57155809430310940 - Purch	\$14.38	
		\$5,761.79	Subtotal for Dept. Waste Water
00009127	CASPER CONTRACTOR SUPP - Purch	\$17.24	
00009398	PRAIRIE PELLA WY LLC - Purchas	\$490.00	
00009266	ALSCO SLCAS - Purchase	\$25.53	
00009259	VOLVO OF MILLS - Purchase	\$23.50	
00009252	HOSE & RUBBER SUPPLY - Purchas	\$30.37	
00009171	VOLVO OF MILLS - Purchase	\$466.58	
00009246	VOLVO OF MILLS - Credit	(\$10.31)	
00009128	71 CONSTRUCTION INC #1 - Purch	\$3,847.14	
00009413	GUNNERS METERS - Purchase	\$498.00	
00009356	VZWRLSS IVR VB - Purchase	\$80.02	
00009147	SUTHERLANDS 2219 - Purchase	\$16.66	
00009344	USPS 57155809430310940 - Purch	\$7.19	
00009247	VOLVO OF MILLS - Purchase	\$17.31	
00009134	SUTHERLANDS 2219 - Purchase	\$2.98	
00009297	MOUNTAIN STATES PIPE & - Purch	\$6,156.27	
00009389	CASPER COLLEGE - Purchase	\$204.00	
00008961	VOLVO OF MILLS - Purchase	\$112.15	
00009102	SUTHERLANDS 2219 - Credit	(\$5.12)	
00009112	SUTHERLANDS 2219 - Purchase	\$4.88	
00009376	SUTHERLANDS 2219 - Purchase	\$13.90	

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

00009351	ALSCO SLCAS - Credit	(\$113.92)	
00009064	CASPER STAR TRIBUNE - Purchase	\$406.68	
00009375	ALBERTSONS - Purchase	\$10.20	
00009064	CASPER STAR TRIBUNE - Purchase	\$162.96	
00009064	CASPER STAR TRIBUNE - Purchase	\$158.52	
00009403	GUNNERS METERS - Purchase	\$88.00	
00009187	ATLAS OFFICE PRODUCTS - Purcha	\$62.08	
00009364	CASPER COLLEGE - Purchase	\$204.00	
00009101	SUTHERLANDS 2219 - Purchase	\$5.12	
00009144	NORCO INC - Purchase	\$48.95	
00009231	UNION TELEPHONE COMPAN - Purch	\$131.27	
00009419	ATLAS OFFICE PRODUCTS - Purcha	\$40.70	
00009223	ATLAS OFFICE PRODUCTS - Purcha	\$19.15	
00009145	SUTHERLANDS 2219 - Purchase	\$7.08	
00009167	USPS 57155809430310940 - Purch	\$14.21	
00009415	CASPER COLLEGE - Purchase	\$204.00	
00009205	HACH COMPANY - Purchase	\$388.47	
00009207	VOLVO OF MILLS - Purchase	\$94.07	
		\$13,929.83	Subtotal for Dept. Water
00009331	CASPER STAR TRIBUNE - Purchase	\$32.72	
00009374	COASTAL CHEMICAL CO LL - Purch	\$89.52	
00008917	UPS 000008F045W054 - Purchase	\$230.24	
00009285	ATLAS OFFICE PRODUCTS - Purcha	\$18.80	
00009138	THE VAC SHACK INC - Purchase	\$14.68	
00009377	UPS 00008F045W02082014 - Purch	\$230.49	
00009378	WW GRAINGER - Purchase	\$666.50	
00009430	UPS 00008F045W02152014 - Purch	\$246.32	
		\$1,529.27	Subtotal for Dept. Water Treatment Plant
		\$209,924.48	Subtotal for Vendor

PEPSI COLA OF CASPER

27607	PRODUCT	\$98.00	
27499	PRODUCT	\$407.50	
		\$505.50	Subtotal for Dept. Ice Arena
		\$505.50	Subtotal for Vendor

PHIPPS CONSTRUCTION

RIN0023466	RETAINAGE PAY CYB PHIII	\$10,100.00	
		\$10,100.00	Subtotal for Dept. Capital Projects
		\$10,100.00	Subtotal for Vendor

POLICE DEPT

RIN0023460	ALCOHOL STING REIMB BUY FUND	\$282.66	
RIN0023427	TOBACCO COMPLIANCE STINGS	\$296.72	
		\$579.38	Subtotal for Dept. Police Grants
		\$579.38	Subtotal for Vendor

POSTAL PROS, INC.

73390	UTILITY BILLING FEES	\$11,657.66	
		\$11,657.66	Subtotal for Dept. Finance
		\$11,657.66	Subtotal for Vendor

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

POWDER RIVER SHREDDERS LLC

6383 SHREDDING

\$30.00

\$30.00 Subtotal for Dept. Communications Center

6382 SHREDDING

\$75.00

\$75.00 Subtotal for Dept. Human Resources

6383 SHREDDING

\$75.00

\$75.00 Subtotal for Dept. Police

\$180.00 Subtotal for Vendor

PRATT, JESSICA

RIN0023449 REFUND OVERPAYMENT UM 357404

\$47.93

\$47.93 Subtotal for Dept. Water

\$47.93 Subtotal for Vendor

PULSIPHER, JASON

0021709520 DEPOSIT/CREDIT REFUND

\$5.40

\$5.40 Subtotal for Dept. Water

\$5.40 Subtotal for Vendor

QUALITY OFFICE SOLUTIONS

0051484-001 OFFICE SUPPLIES

\$201.35

0051251-002 OFFICE SUPPLIES

\$11.89

0051461-001 OFFICE SUPPLIES

\$48.67

0051343-003 OFFICE SUPPLIES

\$75.87

0051343-001 OFFICE SUPPLIES

\$94.85

0051251-001 OFFICE SUPPLIES

\$219.92

0051274-001 OFFICE SUPPLIES

\$411.42

0051417-001 OFFICE SUPPLIES

\$230.49

0050924-001 OFFICE SUPPLIES

\$150.15

0051343-002 OFFICE SUPPLIES

\$208.94

\$1,653.55 Subtotal for Dept. Police

\$1,653.55 Subtotal for Vendor

RAILROAD MGMT CO III, LLC

306232 16-INCH WATERLINE CROSSING

\$146.16

\$146.16 Subtotal for Dept. Water

\$146.16 Subtotal for Vendor

REALTY EXECUTIVES

RIN0023467 CMA RIVER FRONT RESTORATION

\$150.00

\$150.00 Subtotal for Dept. Planning

\$150.00 Subtotal for Vendor

RICHARD SCHWAHN

RIN0023432 ANIMAL WELFARE SEMINAR

\$1,100.00

\$1,100.00 Subtotal for Dept. Metro Animal

\$1,100.00 Subtotal for Vendor

ROBERT WOMACK

RIN0023448 REFUND OVERPAYMENT UM 1236602

\$73.29

\$73.29 Subtotal for Dept. Water

\$73.29 Subtotal for Vendor

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

ROCKY MOUNTAIN POWER

AP00016903071415 ELECTRICITY	\$198.19		
AP00014903071415 ELECTRICITY	\$4,740.39		
	\$4,938.58	Subtotal for Dept.	Aquatics
AP00015303071415 ELECTRICITY	\$12,792.70		
	\$12,792.70	Subtotal for Dept.	Casper Events Center
AP00015003071415 ELECTRICITY	\$287.14		
	\$287.14	Subtotal for Dept.	Cemetery
AP00015103071415 ELECTRICITY	\$1,290.64		
AP00015103071415 ELECTRICITY	\$24.78		
AP00015103071415 ELECTRICITY	\$2,862.41		
AP00015103071415 ELECTRICITY	\$27.72		
AP00015103071415 ELECTRICITY	\$1,435.71		
	\$5,641.26	Subtotal for Dept.	City Hall
RIN0023423 ELECTRICITY	\$325.51		
AP00015503071415 ELECTRICITY	\$2,449.13		
	\$2,774.64	Subtotal for Dept.	Fire
AP00015603071415 ELECTRICITY	\$653.52		
	\$653.52	Subtotal for Dept.	Fort Caspar
AP00015403071415 ELECTRICITY	\$3,436.93		
	\$3,436.93	Subtotal for Dept.	Garage
AP00015703071415 ELECTRICITY	\$2,731.19		
	\$2,731.19	Subtotal for Dept.	Golf Course
AP00015803071415 ELECTRICITY	\$11,683.01		
	\$11,683.01	Subtotal for Dept.	Hogadon
AP00015903071415 ELECTRICITY	\$6,567.94		
	\$6,567.94	Subtotal for Dept.	Ice Arena
AP00016003071415 ELECTRICITY	\$859.64		
	\$859.64	Subtotal for Dept.	Metro Animal
AP00016203071415 ELECTRICITY	\$246.15		
	\$246.15	Subtotal for Dept.	Police
AP00015203071415 ELECTRICITY	\$3,726.36		
	\$3,726.36	Subtotal for Dept.	Recreation
AP00016303071415 ELECTRICITY	\$625.98		
	\$625.98	Subtotal for Dept.	Sewer
AP00016603071415 ELECTRICITY	\$27,224.81		
	\$27,224.81	Subtotal for Dept.	Waste Water
RIN0023401 ELECTRICITY	\$7,439.33		
RIN0023401 ELECTRICITY	\$39,183.22		
	\$46,622.55	Subtotal for Dept.	Water Treatment Plant
	\$130,812.40	Subtotal for Vendor	

RUSS CHRISTIANSEN

52752929 REIMBURSE FOR MASKS FOR TRAIN

\$124.26			
\$124.26	Subtotal for Dept.	Police	
\$124.26	Subtotal for Vendor		

SARA NELSON

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

RIN0023439 TRAVEL EXPENSES

\$115.00
\$115.00 Subtotal for Dept. Police
\$115.00 Subtotal for Vendor

SCOTT JONES

RIN0023438 TRAVEL EXPENSES

\$27.49
\$27.49 Subtotal for Dept. Police
\$27.49 Subtotal for Vendor

SHANNON DALEY

RIN0023437 TRAVEL EXPENSES

\$78.72
\$78.72 Subtotal for Dept. Police
\$78.72 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

RIN0023475 SALES TAX

\$8.69
\$8.69 Subtotal for Dept. Aquatics

RIN0023475 SALES TAX

\$233.08

RIN0023475 SALES TAX

\$266.91

RIN0023475 SALES TAX

\$7.57

RIN0023475 SALES TAX

\$4,082.43

RIN0023475 SALES TAX

\$1,936.67

\$6,526.66 Subtotal for Dept. Casper Events Center

RIN0023475 SALES TAX

\$51.63

\$51.63 Subtotal for Dept. Fort Caspar

RIN0023475 SALES TAX

\$450.19

\$450.19 Subtotal for Dept. Ice Arena

RIN0023475 SALES TAX

\$3.14

\$3.14 Subtotal for Dept. Recreation

\$7,040.31 Subtotal for Vendor

STEVEN NUNN

RIN0023474 TRAVEL EXPENSES

\$366.00

RIN0023477 TRAVEL EXPENSES

\$47.39

\$413.39 Subtotal for Dept. Police

\$413.39 Subtotal for Vendor

STORY, RHONDA

0021709513 DEPOSIT/CREDIT REFUND

\$16.40

\$16.40 Subtotal for Dept. Water

\$16.40 Subtotal for Vendor

TETRA TECH INC.

50768512 WKLY TESTING

\$675.00

\$675.00 Subtotal for Dept. Water Treatment Plant

\$675.00 Subtotal for Vendor

THE ROSE LAW FIRM

10431 LEGAL FEES

\$875.00

10423 LEGAL FEES

\$525.00

\$1,400.00 Subtotal for Dept. Council

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

\$1,400.00 Subtotal for Vendor

TOP OFFICE PRODUCTS

138168 REPRODUCTION

\$166.76

\$166.76 Subtotal for Dept. City Attorney

\$166.76 Subtotal for Vendor

TOWNSQUARE MEDIA

MC-113122303 ADS

\$500.02

MC-113122301 ADS

\$700.00

\$1,200.02 Subtotal for Dept. Hogadon

\$804.00

\$804.00 Subtotal for Dept. Ice Arena

\$2,004.02 Subtotal for Vendor

UNITED STATES WELDING, INC.

6264066 OXYGEN

\$2,600.30

\$2,600.30 Subtotal for Dept. Water Treatment Plant

\$2,600.30 Subtotal for Vendor

VA RESOURCES, LLC

RIN0023433 ADD'L URC RESERVOIR WTR RIGHTS

\$985,264.00

\$985,264.00 Subtotal for Dept. Water

\$985,264.00 Subtotal for Vendor

VERIZON WIRELESS

9720280782 WIRELESS SERVICE

\$122.03

\$122.03 Subtotal for Dept. Communications Center

9720194928 WIRELESS SERVICE

\$1,546.67

9720598977 WIRELESS SERVICE

\$190.00

\$1,736.67 Subtotal for Dept. Fire

9720194929 WIRELESS SERVICE

\$40.01

\$40.01 Subtotal for Dept. Special Assistance

\$1,898.71 Subtotal for Vendor

VICTOR MARTINEZ

RIN0023368 CLOTHING ALLOWANCE

\$75.00

\$75.00 Subtotal for Dept. Balefill

\$75.00 Subtotal for Vendor

VISITS LLC

645 CAR WASHES

\$78.50

\$78.50 Subtotal for Dept. Code Enforcement

642 CAR WASHES

\$230.85

\$230.85 Subtotal for Dept. Police

\$309.35 Subtotal for Vendor

VIVIS ARTISTS CHOICE GALLERY

RIN0023473 M FAC GRNT PMNT-ARTISTS CHOICE

\$1,470.00

\$1,470.00 Subtotal for Dept. Owner Occupied Gen Rehab

\$1,470.00 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

RIN0023420 WATER USAGE

\$14.25

\$14.25 Subtotal for Dept. Water Treatment Plant

\$14.25 Subtotal for Vendor

WASTE WATER TREATMENT

1276/110414 201 SEWER FEES

\$215,519.69

\$215,519.69 Subtotal for Dept. Sewer

\$215,519.69 Subtotal for Vendor

WERCS COMMUNICATIONS

1420 INTERNET ACCES

FC 205 FINANCE CHARGE

\$1,015.00

\$25.53

\$1,040.53 Subtotal for Dept. Police

\$1,040.53 Subtotal for Vendor

WES GUDAHL

RIN0023435 TRAVEL EXPENSES

\$319.66

\$319.66 Subtotal for Dept. Police

\$319.66 Subtotal for Vendor

WESTERN BUSINESS SOLUTIONS

6898 BARCODE PRINTER, LABELS

\$474.00

\$474.00 Subtotal for Dept. Fort Caspar

\$474.00 Subtotal for Vendor

WESTERN MEDICAL ASSOC., LLC

RIN0023425 PHYSICALS

\$12,462.00

\$12,462.00 Subtotal for Dept. Fire

\$12,462.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

140090001 RAW WATER IRRIGATION SYSTEM

\$5,589.43

\$5,589.43 Subtotal for Dept. Parks

130130013 MIDWEST AVENUE RECONSTRUCTION

\$12,429.60

\$12,429.60 Subtotal for Dept. Streets

112490017 ROBERTSON RD WATER MAIN PROJ

\$1,222.71

\$1,222.71 Subtotal for Dept. Water

\$19,241.74 Subtotal for Vendor

WILLIAM STRAND

RIN0023445 REFUND ALARM LICENSE PAYMENT

\$10.00

\$10.00 Subtotal for Dept. General Fund Revenue

\$10.00 Subtotal for Vendor

WILLIAMS, PORTER, DAY & NEVILLE, P.C.

56446 LEGAL SERVICES

\$1,967.20

\$1,967.20 Subtotal for Dept. Balefill

\$1,967.20 Subtotal for Vendor

WOLF GANG OF WY

1008 CABLE CHANNEL 3 PRODUCTION SER

\$3,833.33

\$3,833.33 Subtotal for Dept. Council

Bills and Claims

City of Casper

05-Mar-14 to 18-Mar-14

\$3,833.33 Subtotal for Vendor

WORTHINGTON, LENHART & CARPENTER
2014-10068 DESIGN & CA FOR HIGHLAND PARK/

\$4,110.00

\$4,110.00 Subtotal for Dept. Streets

\$4,110.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION
0000065631 CITATIONS

\$25.63

\$25.63 Subtotal for Dept. Metro Animal

\$25.63 Subtotal for Vendor

WY. SCENIC PHOTOGRAPHY
RIN0023468 INTERIM CHIEF PHOTO

\$150.00

\$150.00 Subtotal for Dept. Police

\$150.00 Subtotal for Vendor

WY. STEEL & RECYCLING IRON & METALS, INC.
122397 OSHA COMPLIANCE/FALL PROTECT.

\$1,317.12

\$1,317.12 Subtotal for Dept. Balefill

122438 RECYCLING SERVICES

\$4,427.70

\$4,427.70 Subtotal for Dept. Refuse Collection

\$5,744.82 Subtotal for Vendor

WYATT ELECTRIC INC.
2008 ANTIQUE LIGHTING

\$497.30

\$497.30 Subtotal for Dept. Parks

\$497.30 Subtotal for Vendor

WYOMING MEDICAL CENTER
1335700366 INVESTIGATION

\$430.90

\$430.90 Subtotal for Dept. Police

\$430.90 Subtotal for Vendor

ZACK WINTER
RIN0023436 TRAVEL EXPENSES

\$366.00

\$366.00 Subtotal for Dept. Police

\$366.00 Subtotal for Vendor

Grand Total

\$2,564,519.34

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 03/18/14

Payroll Disbursements

3/4/14	Exceptions	\$ 9,962.50
3/4/14	Benefits & Deductions	\$ 1,426.17

Total Payroll	<u>\$ 11,388.67</u>
----------------------	----------------------------

Additional Fees

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

Additional AP

Bank of America	Sam's Club	\$ 33.09
-----------------	------------	----------

Total Additional AP	<u>\$ 33.09</u>
----------------------------	------------------------

March 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Establish Public Hearing for New Restaurant Liquor License #4

Recommendation:

That Council, by minute action, establish April 1, 2014, as the Public Hearing date for the consideration of the issuance of a new Restaurant Liquor License #4, from III Botticelli Ristorante, Inc., d.b.a Botticelli's located at 129 West 2nd Street.

Summary:

An application has been received for a new Restaurant Liquor License #4, from III Botticelli Ristorante, Inc., d.b.a Botticelli's located at 129 West 2nd Street.

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

March 12, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish April 1, 2014, as Public Hearing Date for consideration of an annexation and plat creating the Ujvary Addition, and the zoning of said Ujvary Addition as R-2 (One Unit Residential).

Recommendation:

That Council, by minute action, establish April 1, 2014, as the public hearing date for consideration of the annexation and plat creating the Ujvary Addition, and the zoning of said Ujvary Addition as R-2 (One Unit Residential).

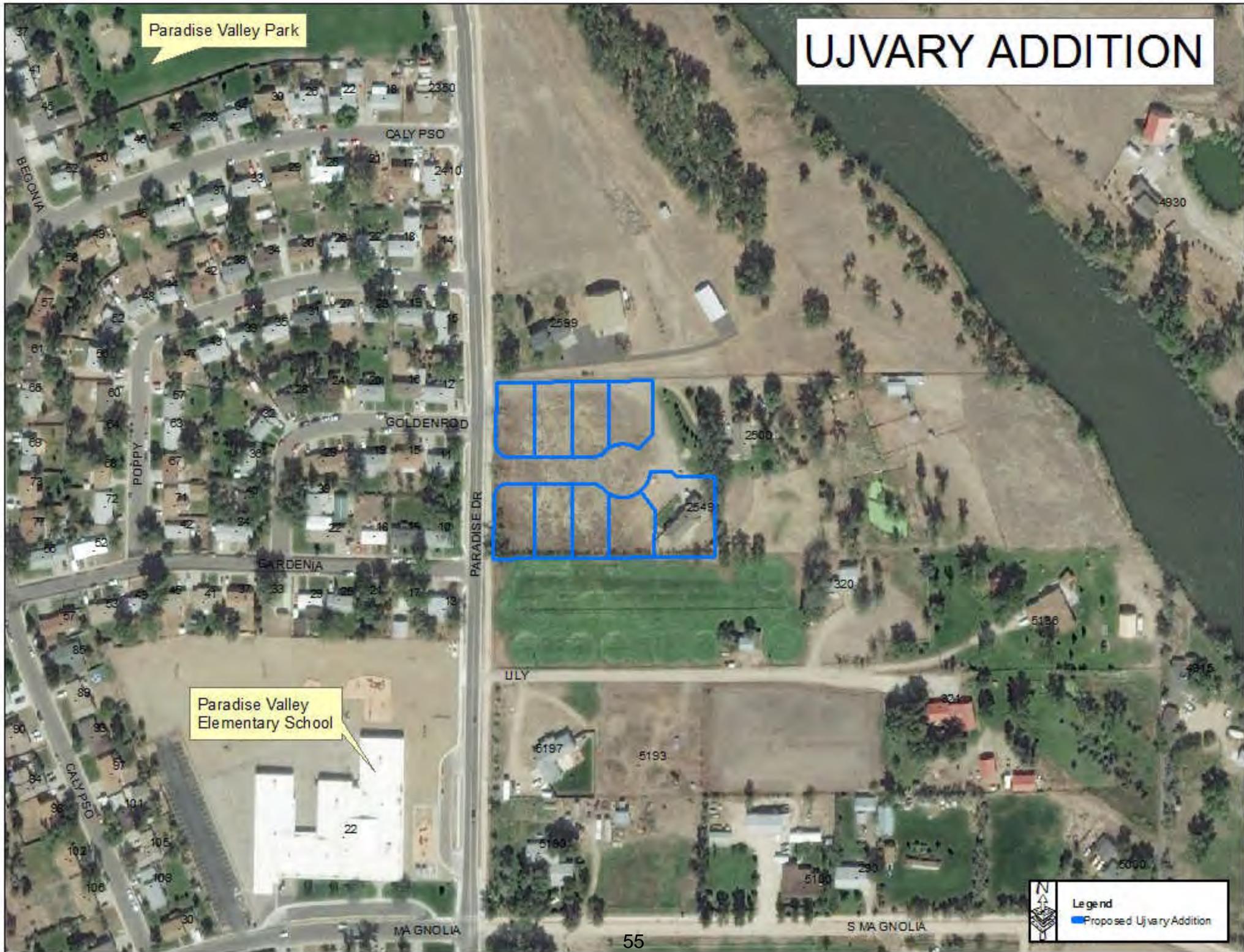
Summary:

An application has been received to annex and plat 2.63 acres, more or less, located northeast of the intersection of Gardenia and Paradise Drive, to create the Ujvary Addition. The applicants have applied for R-2 (One Unit Residential) zoning for the subdivision. The subject property is surrounded by unincorporated (County) properties on the north, east and south, and by City properties zoned R-2 (One Unit Residential) to the west. Land uses in the immediate area are predominantly single-family residential, with the exception of the Paradise Valley Elementary School located to the southwest. The proposed plat is creating nine (9) lots ranging in size from approximately 9,400 square feet up to approximately 18,400 square feet in size.

The Planning and Zoning Commission recommended approval of the annexation, plat and zoning after a public hearing on February 25, 2014. There were no public comments received.

Paradise Valley Park

UJVARY ADDITION



Paradise Valley Elementary School

Legend
Proposed Ujvary Addition

March 12, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish May 20, 2014, as Public Hearing Date for the consideration of annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the Ujvary Addition complies with W.S. §15-1-402.

Recommendation:

That Council, by minute action, establish May 20, 2014, as the date of the public hearing to determine if the annexation of the Ujvary Addition complies with W.S. §15-1-402.

Summary:

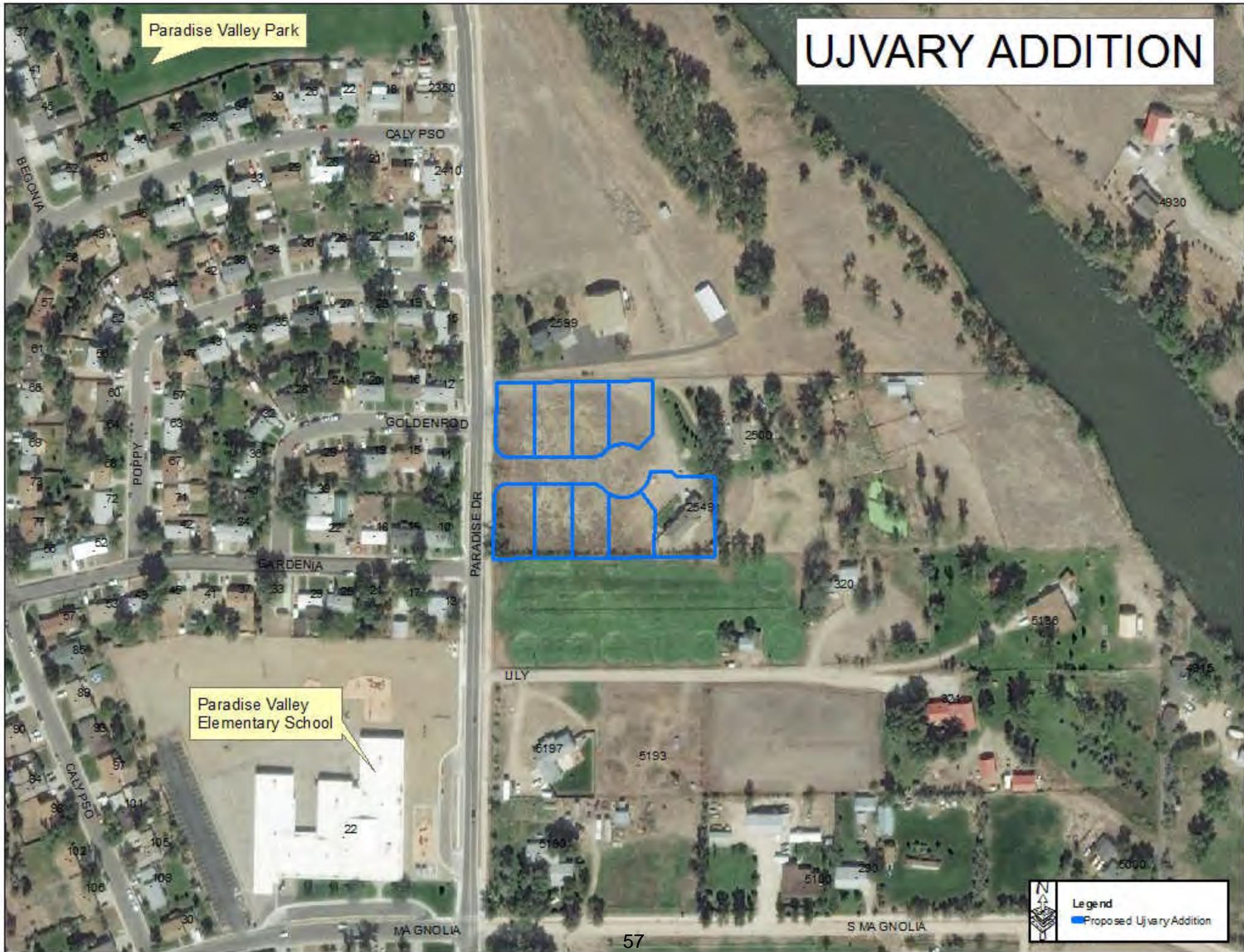
Pursuant to the Wyoming Statutes pertaining to annexations, as amended July 1, 2001, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept the annexation report that will be prepared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

An application has been received to annex and plat 2.63 acres, more or less, located northeast of the intersection of Gardenia and Paradise Drive, to create the Ujvary Addition. The applicants have applied for R-2 (One Unit Residential) zoning for the subdivision. The subject property is surrounded by unincorporated (County) properties on the north, east and south, and by City properties zoned R-2 (One Unit Residential) to the west. Land uses in the immediate area are predominantly single-family residential, with the exception of the Paradise Valley Elementary School located to the southwest. The proposed plat is creating nine (9) lots ranging in size from approximately 9,400 square feet up to approximately 18,400 square feet in size.

The Planning and Zoning Commission recommended approval of the annexation, plat and zoning after a public hearing on February 25, 2014. There were no public comments received.

Paradise Valley Park

UJVARY ADDITION



Paradise Valley Elementary School

Legend
Proposed Ujvary Addition

March 12, 2014

MEMO TO: John Patterson, City Manager

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

SUBJECT: A Resolution Approving a Lease Agreement, with an Option to Buy, of City Owned Property for Economic Development Purposes

Recommendation:

That Council, by resolution, approve a Lease Agreement, with an Option to Buy, with the Casper Artist's Guild, Inc. on City owned property located at Lot 2, OYD No. 2 Subdivision, for the economic development and urban redevelopment of the municipality.

Summary:

The City owns property in the Old Yellowstone District located at 321 and 319 West Midwest Avenue. This building was built in 1912 and is the former home of a fruit/vegetable warehouse. Most recently it was used as cold storage of plumbing supplies. The City purchased the property in October 2012. The City has a purchaser (Casper Artist's Guild) which is interested in leasing the property with an option to buy. This lease will benefit the economic development of the municipality. Following the publication and notice of sale, and the public hearing, the Artist's Guild has agreed to enter into the Lease Agreement, with an Option to Buy, with the City of Casper.

With Council's direction, City staff pursued a replat of the property in November 2013, dividing it into two, distinct parcels. The smaller sizes of parcels are more conducive to marketing the existing building for redevelopment. The aforementioned parcel 321 W. Midwest Ave. is approximately 16,562 square feet in size. The other parcel, 319 W. Midwest Ave. is approximately 12,457 square feet in size.

Casper Artist's Guild is a non-profit organization offering art exhibits and workshops to central Wyoming. They have been located in Casper since 1924, and are financially self-sufficient. The Artist's Guild wants to purchase half of the building (321 West Midwest Ave.) to stimulate growth of an arts culture in the heart of Casper. The building would house groups, classes, and shows in a multiple of disciplines. The project will be called ART 321.

The Casper Artist's Guild (Guild) had originally offered to purchase the property via trade of real property in their current building, West Wind Art Gallery (1040 W. 15th Street) which has an appraised value of \$200,000. Staff, upon recommendation of the City Attorney's Office, has prepared a lease, with option to buy, whereby the Guild will lease the property while renovations

are made on ART 321. Furthermore, this will give the Guild time to sell the West Wind Art Gallery and purchase the new property. This option will provide the Guild the ability to start renovations immediately and provide the City with a cash purchase of the property and avoid a trade of real property.

The legal description of the property is Lot 2, OYD No. 2 Subdivision, An addition to the City of Casper, Wyoming being portion of the SE¹/₄ NW¹/₄ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming, located at 321 W. Midwest Avenue. It was recently appraised for \$207,000.

A Lease Agreement, with Option to Buy, has been prepared, whereby the Guild will lease the building for \$10/month for one year. The Guild will have the option to buy the property at any time before the end of the lease for \$200,000. The remaining half of the building is in the process of working a purchase agreement with another purchaser.

A resolution has been prepared for Council's consideration.

LEASE AGREEMENT – 441 Landmark Drive, Suite 320

THIS LEASE AGREEMENT (“lease”) is made and entered into this _____ day of _____ 2014, by and between the following parties:

1. PLATTE RIVER CROSSING, LLC, PO Box 2390, Casper, Wyoming, 82602 (“Lessor”).
2. THE CITY OF CASPER, Wyoming (“Lessee”), a municipal corporation, 200 North David Street, Casper, Wyoming 82601.

Throughout this lease, the Lessor and Lessee may be individually referred to as a “party” or collectively referred to as the “parties.”

IN CONSIDERATION of the covenants, agreements and obligations hereinafter contained Lessor hereby demises and leases unto Lessee the following described premises situated in the City of Casper, Natrona County, State of Wyoming:

Suite 320 of Lot 2, Blackmore Marketplace Addition No. 7, which is more commonly known as 441 Landmark Drive, Casper, Natrona County, Wyoming, Suite 320, containing a total of 6,506 square feet.

Lot 2, Blackmore Marketplace Addition No. 7, is more particularly described on the plat thereof, which was recorded as Instrument Number 941987 in the office of the Natrona County Clerk on December 14, 2012, and is attached hereto as Exhibit A.

LEASE TERM. Said lease shall be for a primary term of twenty-five (25) years, beginning February 1, 2014 and ending on January 31, 2039, unless sooner terminated as hereinafter provided. It is specifically agreed that said Lessee, at its option, may renew said lease for up to two (2), additional five (5) year periods under terms and conditions set forth below.

RENT FOR PREMISES. The Lessee covenants and agrees to pay Lessor as rent for said premises the liquidated sum of Two Million, Seven Hundred Forty-

Five Thousand, Seven Hundred Ninety-Four Dollars (\$2,745,794.00) for the whole and entire term hereof, which breaks down as follows:

YEARS	SQ. FT.	RATE	ANNUAL	MONTHLY	TOTAL LEASE
1-10	6,506	\$19.30	\$125,592.00	\$10,466.00	\$1,255,920.00
11-20	6,506	\$15.20	\$98,891.20	\$8,240.93	\$988,912.00
21-25	6,506	\$15.40	\$100,192.40	\$8,349.37	\$500,962.00
TOTAL TERM LEASE PAYMENTS					\$2,745,794.00

The Lessee desires to have the rent for the premises coincide with its annual fiscal year, which currently runs from July 1 through June 30, and Lessor finds that acceptable. Therefore, rent payments shall be made on the following schedule:

**Platte River Crossing LLC
Landmark Building
911 Lease Payments
Fiscal Year**

	1st Term Payment Due Dates	Annual Payment Amount	2nd Term Payment Due Dates	Annual Payment Amount	3rd Term Payment Due Dates	Annual Payment Amount
Partial Year	6/30/2014	52,330.00	6/30/2024	41,204.67	6/30/2034	41,746.85
	6/30/2015	125,592.00	6/30/2025	98,891.20	6/30/2035	100,192.40
	6/30/2016	125,592.00	6/30/2026	98,891.20	6/30/2036	100,192.40
	6/30/2017	125,592.00	6/30/2027	98,891.20	6/30/2037	100,192.40
	6/30/2018	125,592.00	6/30/2028	98,891.20	6/30/2038	100,192.40
	6/30/2019	125,592.00	6/30/2029	98,891.20	6/30/2039	58,445.55
	6/30/2020	125,592.00	6/30/2030	98,891.20		
	6/30/2021	125,592.00	6/30/2031	98,891.20		
	6/30/2022	125,592.00	6/30/2032	98,891.20		
	6/30/2023	125,592.00	6/30/2033	98,891.20		
	1/31/2024	73,262.00	1/31/2034	57,686.53		
		\$1,255,920.00		\$988,912.00		\$500,962.00
25-Year Grand Total						\$2,745,794.00

All rent under this lease shall be payable without demand, demand being hereby waived by the Lessee, at the office of 747 West First Street, P.O Box 2390, Casper, Wyoming, 82602 or at such other place as the Lessor, his heirs, successors, devisees, grantees of assigns may from time designate by written notice to the Lessee.

- ◆ Lessee's renewal options. Lessee shall have the option to renew this lease for up to two (2), five (5) year terms. Lessee shall exercise said option by notifying Lessor in writing at least six months prior to the beginning of each renewal term. Rates for renewal option periods of five years beyond January 31, 2039 shall be determined by negotiation during the six month period prior to renewal.
- ◆ Sale of Building. The Lessor may, in the future, determine it is in its best interest to sell the building at 441 Landmark Drive, Casper, Wyoming. If the Lessor sells the building, the Lessee shall have the following options, which may be exercised at the sole discretion of the Lessee:
 1. Lessor shall include a provision in the sale agreement that the new building owner shall honor the provisions of this lease.
 2. The Lessee shall be given the first right of refusal to purchase the building at the offered price. The Lessee will have thirty (30) days, after receiving written notice from the Lessor about a bonafide offer, to match that offer.
 3. The Lessor will forego the remaining balance on the term of the existing lease.

INSURANCE:

Prior to commencement of work, Lessee shall procure and at all times maintain the following minimum insurance protecting the Lessee and Lessor against liability from damages because of injuries, including death,

suffered by persons, including employees of the Lessor, and liability from damages to property arising from and growing out of the Lessee's negligent operations in connection with the performance of this lease.

	<u>LIMITS</u>
Workers' Compensation	Statutory
Comprehensive General Liability	\$500,000 combined single unit

Lessee shall provide Lessor with certificates evidencing such insurance as outlined above prior to the execution of this lease. Lessee shall provide thirty (30) days advance written notice to the Lessor of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance (if any), shall list the City as an additional insured.

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

COVENANTS OF THE LESSEE:

1. Said Lessee does hereby covenant and agree with said Lessor that Lessee will:

(a) Pay rent at times and places without demand and in the manner aforesaid.

(b) Make all repairs, unless hereinafter provided, to the interior of the leased premises necessary for the occupancy of the Lessee (e.g., carpeting, painting), and to maintain such interior in the same condition of repair as it was at the commencement of this lease, ordinary wear and tear, and casualties set forth

hereafter in paragraph 3 (c) only, excepted. Lessee shall leave the leased premises at the expiration or prior termination of this lease, or any renewal or extension thereof, in as good a condition as received, or in which they may be put by the Lessor, excepting only reasonable wear and tear, and damage arising from the negligence or default of the Lessor, or Lessor's agents, employees, or for any cause set forth in paragraph 3 (c).

(c) The parties do not intend for the Lessee to pay for repairs or improvements to the building structure or building systems. Therefore, if the Lessee, its agents or employees did not negligently cause damage to the building structure or any of the building systems (e.g., roof, sidewalks, parking lot, HVAC, electrical, fire-sprinkler, natural gas, water, or sewer), Lessor will be responsible for all of those upgrades and repairs. But, if the Lessee, its agents or employees negligently cause damage to the building structure or any of its systems, Lessee shall be responsible to repair the building or system, or to pay for the reasonable cost of any such repair that is necessary.

(d) Any communications system that is proprietary to the Lessee's dispatch and emergency operations (e.g., roof top antennas for cellular service, microwave, 800 MHz system, or internet service) shall be repaired and upgraded at the sole cost of the Lessee.

(e) Use and occupy said premises in a careful, safe and proper manner, commit no waste therein or damage thereto, keep entire leased premises in a clean and sightly condition.

(f) Not use or occupy said premises for any unlawful purpose; conform to and obey all present and future laws, and ordinances, and all rules, regulations, requirements and orders of all governmental authorities or agencies, respecting the use and occupancy of the demised premises.

(g) Not use or occupy said premises, or permit the same to be used or occupied for any purpose deemed extra hazardous. The parties agree that police dispatch and emergency operations work is not deemed extra hazardous.

(h) Make no alterations or additions in or to said premises, nor use present floor or roof joists or trusses to support hoists or other similar equipment, without first securing the written consent of said Lessor; which consent shall not be unreasonably withheld. Provided, however, Lessee shall have the right to perform interior remodeling and to place exterior signage appropriate to Lessee's intended use of the premises.

(i) Assume all risk of breakage of any glass in said premises and promptly replace same at Lessee's expense any broken glass of same kind, quality and size; except, however, that any glass breakage due to structural defects of said premises or on account of fire or willful neglect of Lessor, shall be promptly replaced by and at the expense of Lessor.

(j) Not permit said demised premises to remain vacant or unoccupied for more than forty-five (45) consecutive days, excluding initial construction period not to exceed 120 days, at any time during the term of this lease without the written consent of the Lessor.

(k) Not assign or encumber this lease, nor underlet said demised premises, or any part thereof, without the written consent of the said Lessor; provided, however, Lessor shall not arbitrarily withhold consent to an assignment or sublease if the proposed assignee or sublessee is reputable, solvent, and the business operations will not increase fire or other insurance rates. Any granting by Lessor of his consent to an assignment or sublease by Lessee shall in no case be deemed a waiver of the requirement for prior written consent of Lessor to subsequent and successive assignments or subleases, and by such assignment or sublease shall not operate to eliminate, reduce or impair the Lessee's primary and continuous obligations and liabilities hereunder. Lessor specifically consents to the assignment or sublease of the premises for the purposes of the installation or upgrade of communications technology associated with police dispatch or emergency operations (e.g., roof top antennas for cellular, microwave, 800 MHz system, or internet service), provided that such can be accomplished while

maintaining the structural integrity of the building, and without violating the building code, or other local, state or federal law.

(l) Upon termination of this lease, promptly deliver up and surrender to Lessor, upon demand, the leased premises. Provided, however, Lessee shall have a six (6) month period of time from the termination of the lease to demobilize and move out of the leased space. During each month of that six month time period during which the Lessee has not moved out and surrendered the leased premises, Lessee shall pay monthly rent to the Lessor at the same rate as the previous month's rent before the lease terminated. Upon surrender of the premises at any time during the six month time period, no further rent shall be due, except for the current month's rent. All monthly payments shall be made by the last day of the month.

(m) Lessor and Lessee agree to equally share the costs of repair or replacement "as needed" to the generator located on the outside of the premise on the east side of the building. However, it is the parties' understanding that the current generator may be much larger than would what be required if an electrical load study was performed to size the generator to current demand/load. If the generator must be replaced, the Lessee and Lessor agree to have a demand/load study performed by a professional electrical engineering firm (or substantially similar consultant), and have the new generator sized properly for the current demand/load. The parties further understand that the tenancy in various parts of the building could change over time, and that a tenant could be brought in who spikes the electrical demand/load. Currently, the Lessee is thought to be the highest demand/load user in the building, and thus has agreed to pay half of the generator cost. If, however, at the time of generator replacement, the study shows that the Lessee is no longer the highest demand/load user, then the Lessee will pay a pro-rata, proportionate share of the generator cost based upon its demand/load, as determined by the demand/load study. For example, if the demand/load study shows that thirty percent (30%) of the sizing of the generator is due to the actual or

projected electrical load of the Lessee, then the Lessee will pay thirty percent (30%) of the cost of the generator.

COVENANTS OF LESSOR:

2. Lessor does hereby covenant and agree with Lessee:

(a) Lessor will maintain the exterior of the demised premises in good repair and condition, ALLOWING FOR NORMAL WEAR AND TEAR;

(b) Lessor will promptly and seasonably pay any and all taxes and assessments legally assessed against said premises;

(c) If the Lessee will pay the rent as herein provided, and will keep and observe and perform all of the material provisions of this lease to be kept, performed and observed by the Lessee, said Lessee shall and may peaceably have, hold and enjoy the said demised premises for the term aforesaid;

(d) Lessor shall pay all operating expenses during the term of this lease or any subsequent extension thereof. "Operating Expenses" shall mean all operating expenses of any kind or nature which are necessary, ordinary, or customarily incurred in connection with the operation, maintenance, repair and replacement of the Building components, Building systems, Building structure and the Building Complex. Operating Expenses shall include, but are not limited to: real property taxes, supplies, electricity, natural gas, water, fire alarm system, fire suppression system, HVAC system, sanitation, janitorial, general maintenance and repairs, roofing, siding, landscaping maintenance, snow removal, insurance, professional building management, legal and accounting.

MUTUAL COVENANTS:

3. It is mutually agreed by and between the Lessor and the Lessee that:

(a) All fixtures and/or equipment, except all permanent type remodeling or repairs and wiring equipment, which shall be permanently affixed thereto, shall continue to be the property of the Lessee, and may be removed by

the Lessee at the expiration or termination of this lease, or any renewal extension thereof; provided, however, that Lessee is not in default of any material provisions of this lease, or extensions or renewals thereof, and that Lessee shall at his own expense repair any injury to the premises resulting from such removal, and leave said premises in same condition as when received, usual wear and tear only excepted;

(b) All personal property of Lessee or Lessee's customers or invitees upon said demised premises shall be there at Lessee's sole risk and the Lessor shall not be liable for any loss or damage done to, or loss of such personal property, or for any damage or loss suffered by the business or occupation of the Lessee arising from any act or neglect of Lessee, or Lessee's employees or third persons, or from bursting water, sewer or gas lines, or overflowing or leaking water, sewer or gas lines, or from heating or plumbing fixtures, or from electric wires, or from gas, odors, or caused in any manner whatsoever, except if chargeable to negligent acts of Lessor or breach of any of Lessor's obligations hereunder;

(c) In event the leased premises shall become unfit for Lessee's use above specified, by reason of fire, explosion, or other cause beyond the control of the parties hereto, the Lessor shall have the option of restoring said premises to substantially the same of equal condition prior thereto within ninety (90) days after such event occurs; however, during the period of restoration, if the premises are wholly unsuitable for Lessee's intended use, latter shall pay no rent during said period, and upon completion of restoration Lessee may reoccupy and the primary term of this said lease shall be extended for a period equal to that during which Lessee shall be out of possession. If said premises cannot be restored within such ninety (90) day period after any such casualty, using local contractor and the available materials and at reasonable expense to Lessor, or Lessor should elect not to restore said premises, Lessee shall have the right to immediately cancel and

terminate this lease by giving written notice of such election to terminate, provided that rentals shall be adjusted and paid or repaid to date of casualty.

(d) The parties acknowledge that as of the date of this lease, there is currently an abundance of parking at the leased premises to which the Lessee has access. It is anticipated the Lessee will primarily park on the northeast side of the leased premises, but it is not required. If parking becomes inadequate for any reason, the parties agree to cooperatively amend this lease and assign an adequate number of spaces to the Lessee for its employees, agents or contractors.

(e) Lessor acknowledges that the Lessee's governmental operations are critical in protecting the peace, safety, health and welfare of the citizens of Casper, Wyoming. Those operations may occur seven days per week, twenty four hours per day. Lessor further acknowledges that information the Lessor receives in its course of operations may be confidential, sensitive or otherwise protected by law. Therefore, unless an imminent, potentially life-threatening emergency exists (e.g., fire in the building, terrorist attack, etc.), Lessor may not access or inspect the leased premises without the written permission of the Lessee. However, Lessor may access the leased premises to the same extent that the general public may do so, all in accordance with City of Casper policy and guidelines.

(f) If a petition in bankruptcy be filed by or against the Lessee, or if the Lessee be declared insolvent, or if the Lessee shall make an assignment for the benefit of creditors or otherwise, or if Lessee's leasehold interest shall be levied upon under execution or other process or a receiver to appointed for the Lessee whether under the operation of federal or state statutes, then and in any of said cases the whole rent for the full and entire term of this lease shall at once become due and payable and shall become a fixed liability absolutely owing to the Lessor in the same manner as if by the terms of this lease the whole rent for the full and entire term were payable in advance, and shall constitute a debt provable in bankruptcy or receivership; provided, however, that Lessor may by written

notice mailed to Lessee, waive any claim hereunder for the unpaid balance of rent for the full term hereof, and may without further notice to the Lessee or any assigns, transferee, receiver, trustee or any other person or persons, terminate this lease and immediately retake possession of said premises.

(g) If any installment of rent provided for herein shall not be paid when due, or within forty-five (45) days after written notice of such default has been mailed to Lessee, or if Lessee defaults under any of the other material provisions of this lease and remains in default thereof for a period of forty five (45) days after written notice of such default or defaults has been mailed to Lessee, Lessor may thereupon and at its election:

1. Declare immediately due and payable the whole rent for one full year, and, and the Lessor may by suit or otherwise proceed to collect the same, or

2. Terminate the lease, or pursue any other appropriate remedy or remedies based upon Lessee's default or defaults. Delay in the enforcement of any of the Lessor's remedies under any specific default or defaults by Lessee shall in no case be deemed a waiver of Lessor's rights thereafter to enforce any of such remedies under this same or any subsequent default of Lessee.

(h) If, after the expiration of this lease, Lessee shall remain in said premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month, on the same general conditions as provided in this lease, and rental for such tenancy unless otherwise agreed by the parties hereto, shall be the current rate plus ten percent (10%), which rental shall be payable in advance on the same day as provided in this lease.

(i) That all notices given pursuant to this agreement shall be in writing and shall be delivered to the parties hereto or sent by fax or regular mail to the addresses listed below:

NEIL A. MCMURRY, MANAGING MEMBER
PLATTE RIVER CROSSING, LLC
PO Box 2390
CASPER, WY 82602
Fax: 307.234.9817

JOHN C. PATTERSON, CITY MANAGER
CITY OF CASPER
200 N DAVID STREET
CASPER, WY 82601
Fax: 307.235.8313

(j) Time and manner of performance are of the essence of the within lease, all provisions of which are codependent, for the benefit of and binding upon the lessor and lessee, their respective heirs, successors, assigns and devisees as of the day and year first above written.

(k) The parties agree that this lease shall be recorded in the real estate records of the Natrona County Clerk's Office. Each party shall pay one-half of the cost of recording.

Approved as to form:



Lessor:



NEIL A. MCMURRY, MEMBER
PLATTE RIVER CROSSING, LLC

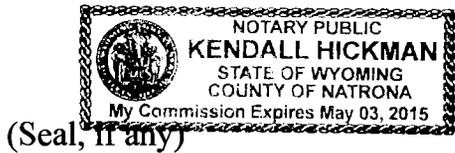
Lessee:

PAUL L. MEYER, MAYOR
CITY OF CASPER

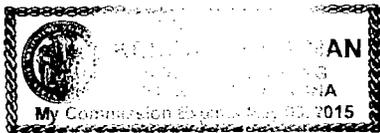
STATE OF WYOMING

COUNTY OF NATRONA

This instrument was acknowledged before me on March 5, 2014 by Neil A. McMurry as the Managing Member of Platte River Crossing, LLC.



Kendall Hickman
(Signature of notarial officer)



[My commission expires: 05-03-2015]

STATE OF WYOMING

COUNTY OF NATRONA

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

(Seal, if any)

(Signature of notarial officer)

[My commission expires: _____]

RESOLUTION NO. 14-52

A RESOLUTION AUTHORIZING A LEASE WITH AN OPTION TO BUY OF CITY-OWNED PROPERTY LOCATED AT LOT 2, OYD NO. 2 SUBDIVISION, AN ADDITION TO THE CITY OF CASPER, WYOMING BEING A PORTION OF THE SE¼ NW¼ OF SECTION 9, T33N, R79W, 6TH P.M., NATRONA COUNTY, WYOMING TO CASPER ARTIST'S GUILD, INC, FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO W.S. § 15-1-112(B)(i)(D).

WHEREAS, the City of Casper is the owner of the property located at Lot 2, OYD No. 2 Subdivision, An addition to the City of Casper, Wyoming being a portion of the SE¼ NW¼ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming; and,

WHEREAS, the City of Casper has a potential Buyer interested in leasing and redeveloping with an option to buy the above described real property for a use which will benefit the economic development of the municipality; and,

WHEREAS, the Buyer has entered into a Lease Agreement with an option to buy with the City of Casper and desires to purchase the real property pursuant to the terms and conditions of said Agreement; and,

WHEREAS, the City may sell the property to the Buyer pursuant to W.S. § 15-1-112(b)(i)(D) for economic development purposes following a public hearing therefore; and,

WHEREAS, the Casper City Council has found that the sale of this real property will benefit the economic development of the City of Casper, Wyoming.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, a Lease Agreement with an option to buy, Guarantor Agreement, and Warranty Deed for the sale of the above described real property to Casper Artists Guild, Inc pursuant to the terms of said Agreement.

BE IT FURTHER RESOLVED: that the City Manager or his designee may execute all necessary documents for the sale of the property to the Casper Artist's Guild in the event that the Casper Artist's Guild exercises its option to buy; and

BE IT FURTHER RESOLVED: that William C. Luben, as the City Attorney or his designee is hereby authorized to close this transaction and to sign any and all documents as are necessary to close on and complete the sale of the above described real property by the City of Casper, Wyoming.

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

Approved as to Form:

Walter Trent

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

January 11, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Kenneth King, Fire Chief *h.k.*
SUBJECT: Sole-Source purchase of Logos Digital Imaging System and Software

Recommendation:

We request Council authorize the sole source purchase of Logos Digital Imaging System and Software. LOGOS + Standard System includes Computed Radiography (CR) Reader with integrated erasing light, TPM compliant notebook computer, 2- 8x17 image plates kits, base software, carousel, and carry case. Also included is a three year warranty, three years maintenance on base LOGOS Imaging software, and three years web and telephone technical support. This system will be used by the Casper Fire-EMS Wyoming Department of Homeland Security Regional Response Team (RRT2), to include our Bomb Tech Specialists. The purchase price is \$20,980.00

Summary:

On scene the LOGOS Digital Imaging System processes the x-ray image to provide the Hazardous Device Technician (Bomb Techs), Hazardous Materials Technician, Law Enforcement, Fire and other First Responders with information on the suspected contents or construction of a Suspicious Package, Improvised Explosive Device, Ordnance, Suspected Hazardous Device or other suspect item. That information can then be used on planning safe use of personnel, equipment and other resources to provide for Public Safety, First Responder Safety, Preservation of Public and Personal Property and to what extent an area (residential, business, transportation, etc.) will be impacted. This Digital Imaging System and software allows users to capture, edit, save and share x-ray images from suspicious packages, improvised explosive devices or other hazardous devices. It allows for future software upgrades and interacts with the already purchased XTK Grid Aim System which allows a Hazardous Device Technician (Bomb Techs) the ability to make a precision shot on an individual component within an Improvised Explosive Device.

The LOGOS Digital Imaging System is widely used throughout the Hazardous Device Technician community and is the system that FBI uses at the Hazardous Device School. LOGOS Imaging is the sole, worldwide supplier of this item and has provided a letter as required with that information.

The purchase will be funded through the Wyoming Office of Homeland Security Regional Emergency Response Team Grant #420.

RESOLUTION NO. 14-53

A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF LOGOS DIGITAL IMAGING SYSTEM AND SOFTWARE

WHEREAS, the Casper Fire-EMS Region II Emergency Response Team received a grant from the Wyoming Department of Homeland Security for the purchase of equipment and training to respond to situations that involve hazardous materials or weapons of mass destruction.

WHEREAS, the Casper Fire-EMS Region II Emergency Response Team plans to use proceeds from this grant to buy the LOGOS Digital Imaging system and software.

WHEREAS, this system allows users to capture, edit, save and x-ray images from suspicious packages, improvised explosive devices or other hazardous devices.

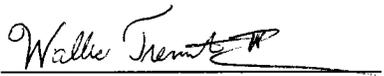
WHEREAS, LOGOS Imaging is the sole, worldwide supplier of this item.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and City Clerk to attest, the purchase of Logos Digital Imaging system and software.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make payment from the proceeds of Homeland Security Grant number 420 for Regional Response Team II in the amount of twenty thousand nine hundred eighty dollars and no cents. (\$20,980.00).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

March 3, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: Release of Local Assessment District (LAD) Lien

Recommendation:

That Council, by resolution, authorize the release of Local Assessment District (LAD) lien on the properties listed on Exhibit A, dated February 20, 2014.

Summary:

The lien amount against the properties listed on the exhibit have been paid. Exhibit A contains the following Instrument number: 901815. In order to remove this encumbrance on the title of the real property, it is necessary that the City of Casper release this secured instrument.

A resolution has been prepared for Council's consideration.

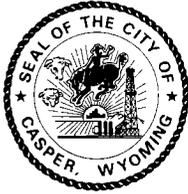
LAD LIEN RELEASE INFORMATION							
DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
2/20/2014	156	WESTWOOD #2	0	364	WOLFF, WILEY ROGERS	1745 LARAMIE AVE	901815
2/20/2014	156	WESTWOOD #2	0	559	MCMAHAN, DAVID A	2735 BELLAIRE DR	901815
2/20/2014	156	WESTWOOD #2	0	461	LOVE, LISA	2045 LARAMIE AVE	901815
2/20/2014	156	WESTWOOD #2	0	486	WHITE, THAD & MICKEY	1830 KEARNEY AVE	901815

EXHIBIT A

LAD Lien Release Information

1 of 1

2/20/2014



City of Casper

Incorporated 1889
Casper, Wyoming 82601-1894

OFFICE OF THE ADMINISTRATIVE SERVICES DIRECTOR
(CITY CLERK-TREASURER)
PHONE (307) 235-8215

February 25, 2014

Natrona County Clerk
200 N. Center Street
Casper, WY 82601

Re: Assessments Paid in Full
Instrument Numbers: 901815

Enclosed is a document with owner's names and the legal descriptions of properties that have had their LAD (Local Assessment District) obligation paid in full.

As authorized by City Council March 18, 2014 and the attached resolution, please remove the liens from the enclosed listed properties.

Signed, Sealed, and Delivered in the presence of:

V. H. McDonald, City Clerk

Paul L. Meyer, Mayor

State of Wyoming
County of Natrona

Subscribed and personally sworn to before me by the signatures this _____
day of _____, My commission expires _____.
(Month) (Year)

Notary Public

LAD LIEN RELEASE INFORMATION							
DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
2/20/2014	156	WESTWOOD #2	0	364	WOLFF, WILEY ROGERS	1745 LARAMIE AVE	901815
2/20/2014	156	WESTWOOD #2	0	559	MCMAHAN, DAVID A	2735 BELLAIRE DR	901815
2/20/2014	156	WESTWOOD #2	0	461	LOVE, LISA	2045 LARAMIE AVE	901815
2/20/2014	156	WESTWOOD #2	0	486	WHITE, THAD & MICKEY	1830 KEARNEY AVE	901815

EXHIBIT A

LAD Lien Release Information

1 of 1

2/20/2014

RESOLUTION NO. 14-54

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIEN.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, Release of Liens for property located in the local assessment district 156, as outlined in staff's report dated February 20, 2014.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V.H. McDonald
City Clerk

Paul Meyer
Mayor

March 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, CPA – Administrative Services Director 

SUBJECT: March 2014 State Small Business Credit Initiative Certificate of Performance and Representations and Warranties Letter

Recommendation:

That Council, by resolution, authorize the Mayor to sign the March 2014 State Small Business Credit Initiative Certificate of Performance and Representations and Warranties Letter

Summary:

The City of Casper is a participating municipality in the United States Treasury Department State Small Business Credit Initiative (SSBCI) Program (Program). The Program is overseen by the Participating Municipalities of the Laramie SSCBI Consortium of Wyoming Municipalities (Consortium). The Consortium contracts with Wyoming Smart Capital Network, LLC to administer the Program.

The Consortium is ready to request the second Disbursement of Funds from the U.S. Treasury. The first Disbursement has exhausted for use in Program support and administrative fees as detailed on the accompanying SSBCI Funds Utilized to Date – Other Credit Support Programs (OCSPs) report showing the individual projects by participating bank.

The Consortium's compliance auditor, Mader Tschacher Peterson & Co., LLC has performed and Agreed Upon Procedure (AUP) to help ensure that all the expenditures and use of Program funds are in compliance to the all requirements. The auditors' letter also accompanies this memo.

A resolution has been prepared for Council consideration.

**CERTIFICATION OF PERFORMANCE
AND REPRESENTATIONS AND WARRANTIES**

United States Department of the Treasury
Main Treasury Building, Room 1310
1500 Pennsylvania Avenue
Washington, D.C. 20220

Reference is made to the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the **United States Department of the Treasury** ("Treasury") and the Participating Municipalities. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

This certification is delivered to Treasury pursuant to paragraph 2 ("Subsequent Disbursement Requests of Allocated Funds") of Annex 2 ("Disbursement Policies and Procedures") attached to the Allocation Agreement. The undersigned, on behalf of each Participating Municipality, hereby makes the following certifications as of the date of this certification:

1. the Participating Municipality has performed and complied with all applicable terms, covenants, agreements and conditions required by the Allocation Agreement to be performed or complied with by it as of this date;
2. the representations and warranties set forth in the Allocation Agreement and in the Assurances (Non-Construction) contained as part of the Application are true and correct in all material respects;
3. the Participating Municipality has expended, transferred, or obligated 80 percent or more of the last disbursed one-third of Allocated Funds for federal contributions to, or for the account of, the Participating Municipality's Approved Municipal Programs; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating Municipality is valid and in full force and effect.

By: _____

Name:

Title:

Participating Municipality:

Date: _____



INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES

To Management and the Board of Directors of the
Wyoming Smart Capital Network, LLC and its
Consortium of Wyoming Municipalities

We have performed the procedures enumerated below, in Attachment A, which were agreed to by the Board of Directors of Wyoming Smart Capital Network, LLC and its Consortium of Wyoming Municipalities, solely to assist you in evaluating the completeness, accuracy and compliance with the SSBCI National Standards for Compliance and Oversight, SSBCI Policy Guidelines and the approved procedures and policies of the Board. Management and the Board are responsible for the preparation and compliance requirements of the reports.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we can make no representation regarding the sufficiency of the procedures described in Attachment A either for the purpose for which this report has been requested or for any other purpose.

The procedures and the findings are included in attachment A.

We were not engaged to, and did not, conduct an audit, the object of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the board or directors and management of Wyoming Smart Capital Network, LLC and its Consortium of Wyoming Municipalities and is not intended to be and should not be used by anyone other than those specified parties.

Mader Tschacher Peterson + Co.

Laramie, Wyoming
February 28, 2014

505 South Third, Suite 100
Laramie, Wyoming 82070
(307) 755-1040 FAX (307) 742-4944

Attachment A: Procedures and Findings

1. Pursuant the Allocation Agreement dated December 4, 2012 between the United States Department of Treasury and the Laramie Consortium Participating Municipalities, we have reviewed the disbursements and commitments by the Consortium by Development Capital Networks, LLC. The Laramie Consortium Participating Municipalities approved and funded 14 projects since inception. There are also five projects that have been committed but not yet finalized. Per our review of the supporting documentation, the following summarizes the funds expended and/or committed by the Laramie Consortium Participating Municipalities as of February 26, 2014.

<u>Description</u>	<u>Amount</u>
Collateral Support payments	\$ 3,030,450
Administrative Expenses	217,278
Collateral Support obligations	<u>876,905</u>
Total Expended and Obligated	<u>\$ 4,124,633</u>

Jan Hensen

From: V H McDonald
Sent: Monday, March 03, 2014 9:21 AM
To: Jan Hensen; Christa Wiggs
Cc: John Patterson
Subject: Fwd: Action Needed: Second Disbursement Request
Attachments: WSCN logo small-3.jpg; ATT00001.htm; Appendix B - Subsequent Disb_Loan and Investment Spreadsheet_OCSPs_WY 1.xlsx.....xlsx; ATT00002.htm; AUP Letter Wyoming Smart Capital- Second Disbursement Request.pdf; ATT00003.htm; CERTIFICATION OF PERFORMANCE-3.docx; ATT00004.htm

Having recieved this Friday and for some reason it being a rush item, it seems to me the best we can do is to get it on the 18th Agenda?

Thanks

V.H. McDonald, CPA
Administrative Services Director
City of Casper

sent from my iPhone

Begin forwarded message:

From: Diane Wolverton <dwolverton@dcnteam.com>
Date: February 28, 2014 4:04:56 PM CST
To: Karen Rimmer <krimmer@cityofdouglas.org>, Darrell Offe <hartville@vistabeam.com>, Guy Chapman <midwest@rtconnect.net>, Buck King <townofe@rtconnect.net>, Kathy Lenz <klenz@rangeweb.net>, Candy Wright <wright@wyomingwireless.com>, Jennifer Liston <jenniferl@gillettewy.gov>, "V H McDonald" <vmcdonald@cityofcasperwy.com>, Bruce Jones <bjones@cityofdouglas.org>, Dan Izzo <finance@rawlins-wyoming.com>, "Rick Kaysen" <RKaysen@Cheyennecity.org>, Paula Wilson - Cazier <pcazier@cityofflaramie.org>, Janine Jordan <jjordan@cityofflaramie.org>, Lisa Tarufelli <Lisa_Tarufelli@rswy.net>, Cody Braun <townofhanna1@union-tel.com>, Annette Thorington <Annette@cityofpowell.com>, Caryn Miller <cmiller@rtconnect.net>, Carter Napier <cartern@gillettewy.gov>, Marty Black <mblack@cityofgreenriver.org>, Leslie Brumage <leslieb@cityofcody.com>
Cc: "mhuston@cimarroncapital.com Huston" <mhuston@cimarroncapital.com>, "Lori Griffin" <lgriffin@dcnteam.com>, Megan Goetz <movermann@penceandmac.com>, "rheard@cimarroncapital.com Heard" <rheard@cimarroncapital.com>
Subject: Action Needed: Second Disbursement Request

Dear Consortium Board Members,

I am writing on behalf of the Officers of the Consortium Board to let you know we are ready to request our 2nd Disbursement of Funds from U.S. Treasury--and to ask for your help.

Treasury has advised us of the requirements we must meet before receiving funds. These include:

- Provide signed Certification Letters from all 17 Municipalities certifying that SSBCI funds have been used in compliance with the Allocation Agreement and that we have met the 80% threshold. (Copy of Certification Letter is Attached.)
- Complete and submit Appendix B Disbursement Request Spreadsheet provided by Treasury (Completed Copy Attached)
- Once Treasury has received Appendix B, they will select a sampling of the projects on the list and request additional data. This is a quick compliance review to make sure we are doing things correctly before they disburse additional funds.
- When they have received the Certification Letters and have found the sampling to be satisfactory, they will release funds.

We asked Treasury if they could begin working on their review before receiving the Certification Letters. Normally they don't do this; however they agreed to make an exception for us in the interest of time. They will be working on it simultaneously as we work to get our Certification Letters signed.

Our compliance reviewer, Rolf Petersen, has reviewed the Certification Letter, Appendix B, and has provided an AUP Letter (Agreed Upon Procedures) stating that all things are in order and the Consortium is ready to request funds. Please see the attached AUP letter.

As we discussed at our Board meeting last week, the funds are being invested quickly and we need to work rapidly to avoid running out of funds and jeopardizing projects. **Please provide your signed Certification of Performance letter no later than March 21, 2014.** (Earlier is better.) Thank you!

Let me know if you have any questions.

Best Regards,

Diane Wolverton
Executive Director
(877) 255-3938
WyoSmartCapital.org

RESOLUTION NO. 14-55

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE STATE SMALL BUSINESS CREDIT INITIATIVE/LARAMIE CONSORTIUM OF PARTICIPATING MUNICIPALITIES CERTIFICATION OF PERFORMANCE AND REPRESENTATION AND WARRANTIES FOR THE SECOND FUNDING INSTALLMENT.

WHEREAS, the City of Casper is a participating municipality in the Laramie Consortium of Participating Municipalities (Consortium); and,

WHEREAS, the Laramie Consortium of Participating Municipalities oversees the United States Treasury Department State Small Business Credit Initiative Program (Program); and,

WHEREAS, under the terms of the “State Small Business Credit Initiative Allocation Agreement for Participating Municipalities” (the “Allocation Agreement”) between the United States Treasury Department and the Consortium funding is forwarded in installments that become available as the previous funding installment is allocated for Program support and administration fees; and

WHEREAS, under the terms of the “State Small Business Credit Initiative Allocation Agreement for Participating Municipalities” (the “Allocation Agreement”) between the United States Treasury Department and the Consortium a Certification of Performance and Representation and Warranties is needed to be executed by each participating municipality in order to obtain the next funding installment; and,

WHEREAS, the Consortium has received compliance reports from its compliance auditor indicating that all program support and administration cost disbursements have been in compliance with Program requirements and, that the financial information being furnished in support of the second funding request is accurate, complete and in compliance to Program requirements; and,

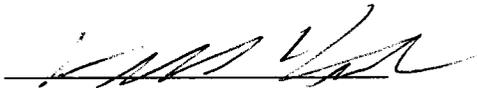
WHEREAS, a Certification of Performance and Representation and Warranties has been prepared and requires execution by the designated Authorized Representative of the City of Casper; and,

WHEREAS, Paul L. Meyer, Mayor of the City of Casper is now designated as the Authorized Representative for the City of Casper for purposes of the Allocation Agreement; and,

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to sign the Certification of Performance and Representation and Warranties in order for the Consortium to obtain the second funding installment in the amount of Four Million Three Hundred Forty Five Thousand Five Hundred Fifty Six dollars (\$4,345,556).

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

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be "V. H. McDonald", written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

March 4, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Rick Harrah, Public Services Director
David Hill, P.E., Public Utilities Manager
SUBJECT: Wardwell Water & Sewer District SLIB MRG Grant for 2014 Wardwell Water System Improvements Project

Recommendation:

That Council, by resolution, support the application of the Wardwell Water & Sewer District to the State Loan and Investment Board (SLIB) for a Mineral Royalty Grant (MRG) in the amount of \$125,000 for their 2014 Wardwell Water System Improvements Project.

Summary:

The 2014 Wardwell Water System Improvements Project consists of the installation of approximately 3,500 feet of eight-inch water main to convert an existing Wardwell service area around the Bypass Industrial Park to higher water pressure. This project would provide water system looping for the area. This water pressure conversion would also allow Wardwell to better utilize its existing higher pressure water storage tank to help prevent stagnation of the tank water.

The total cost of their project is estimated at \$250,000. Wardwell is requesting a 50% or \$125,000 grant from the Mineral Royalty Grant program. The remaining 50% or \$125,000 would be financed by Wardwell reserves.

Wyoming's State Loan and Investment Board (SLIB) allocates funding annually to support local governments. One of its central programs is the Mineral Royalty Grant program, which provides capital funding to cities, towns, counties, special districts, and Joint Powers Boards. As part of the submittal process, SLIB requests a review and support of cities and towns within five miles of the district.

The District has requested the support of the Casper City Council in their application for their project. The Central Wyoming Regional Water System Joint Powers Board has also made an application to the SLIB MRG program for the Backwash Water Supply Project.

A resolution is prepared for Council's consideration.

**STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING**

APPLICATION

Applicant:
Wardwell Water and Sewer District

Date: 02/13/2014

Mailing Address:

P.O. Box 728

City:

Mills

State:

Wyoming

Contact Person:

Larry Keffer

Zip:

82644

E-mail Address:

Wardwell@wyoming.com

E-mail Address:

Lkeffer2005@yahoo.com

Phone No.:

265-7034

Phone No.:

333-5268

Fax No.:

265-3475

Population:

5,000 approximately

Applicant's Tax I.D. Number:

83-0215220

County: Natrona

Project Name: 2014 Wardwell Water System Improvements Project

Project Description:

A project to construct a major water line loop to service the Bypass Industrial Park. By providing the loop from the Industrial Parks Zone 3B, the Bypass Ind. Park would become part of the Industrial Parks water zone, and the pressure and fire flow capabilities for Bypass will be significantly improved. By adding more water customers and usage to the new Industrial Parks water system, the tank will experience fewer stagnation episodes.

Applicants submitting multiple applications must establish priority ranking:

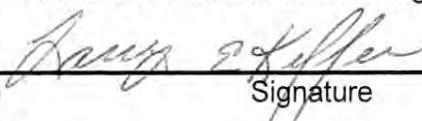
Priority # 1 **of** 1

List all Funding Sources for the project:

Funding Source (if approved, list grant or loan number)	Amount	Status		Expended (approved funding expended)
		Pending	Approved	
SLIB Mineral Royalty Grant	\$125,000.00	✓		\$0.00
Wardwell funds	\$125,000.00		✓	\$0.00

Estimated total project cost: \$250,000.00
Balance of Project incomplete: \$250,000.00
Amount of grant funds requested: \$125,000.00
Reimbursement Rate: 50.00%
 (Each invoice will be reimbursed at the rate above)

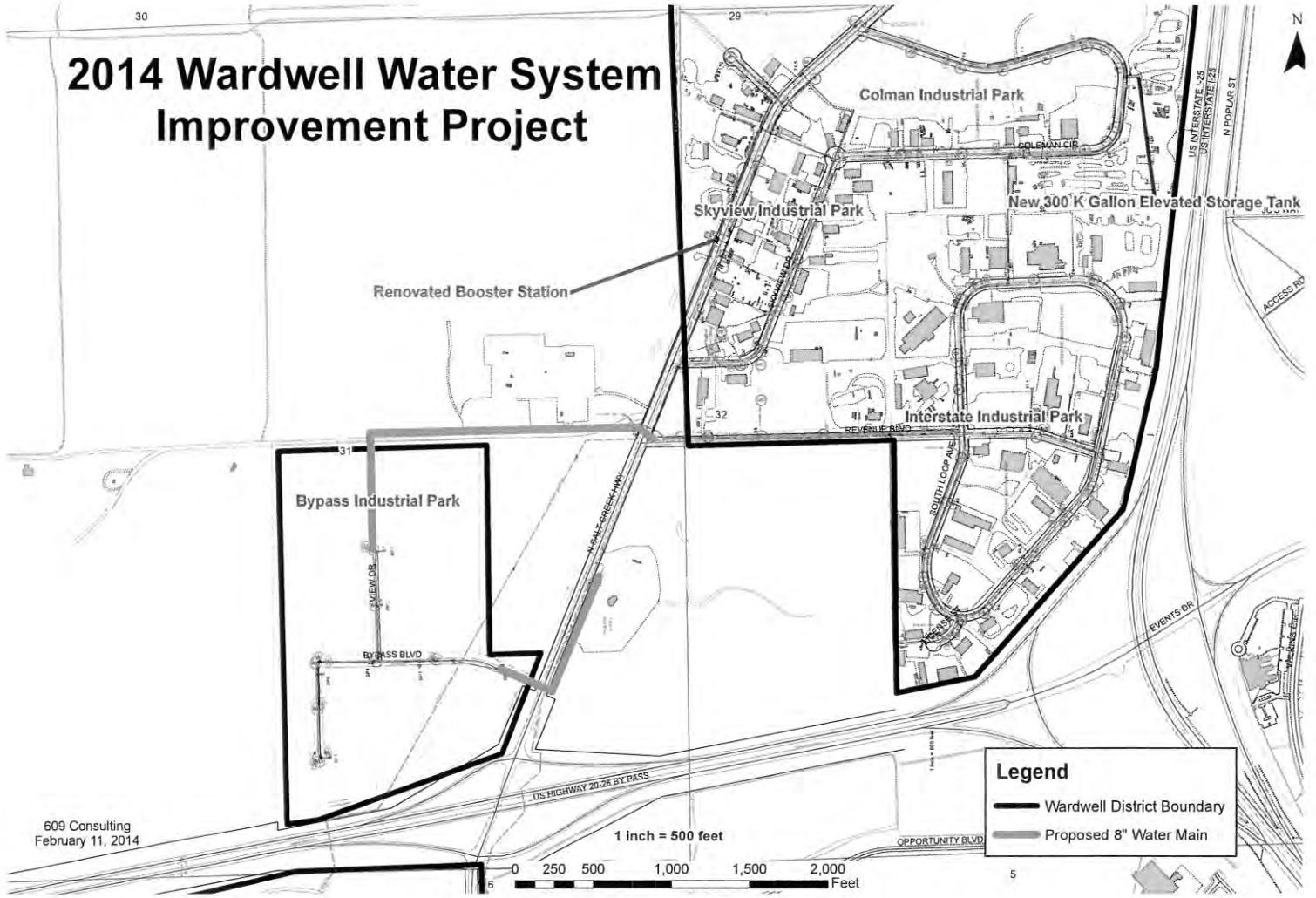
I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

Larry Keffer, President  02/13/2014
 Name and Title (typed) Signature Date

Barry Venn, District Engineer 473-8184
 Name and Title of Contact Person Phone No.

E-mail: Barryv@609consulting.com

2014 Wardwell Water System Improvement Project



609 Consulting
February 11, 2014

Legend

- Wardwell District Boundary
- Proposed 8" Water Main

Office of State Lands and Investments

SUMMARY FORM

Applicant: Wardwell Water and Sewer District

Project Name: 2014 Wardwell Water System Improvements Project

Type of entity the applicant is: Water and Sewer District Population of applicant (City or Town): 5,000

Percentage of the applicant's population directly served by the project: 10

Applicant's submitting multiple applications must establish priority ranking: Priority # 1 of 1

Brief description of the project and why applicant needs the project:

(Attach additional pages if needed, must be legal size) Pages attached

In 2008, the District was required by DEQ to upgrade the water system serving the Industrial Parks area which includes Colman, Skyview and Interstate Ind. Parks. Many portions of the Industrial Parks area experienced working pressures less than 35 psi, and the fire flow capacities of the system were inadequate. In 2010, a plan was developed in conjunction with the WWDC (and with funding from both WWDC and SLIB) to separate the Industrial Parks area and put it in its own separate higher pressure zone. An old booster station was renovated, a new elevated 300K gallon water storage tank was constructed, and piping changes were made to provide the area with higher working pressures and better fire flow capabilities to meet DEQ requirements. Now, after two years of operation, the new water storage tank suffers from stagnation during the warmer months and must be drained, disinfected and refilled. During the summer, this process occurs as often as every week. The process is costly and water is wasted. The tank is provided with a mixer, and a completely separate fill line to keep the water fresh as possible. However, there is not enough water usage on the tank to allow the water in the tank to remain fresh in the warmer months. This is a common occurrence in the Regional water system during the warmer months, but it was not anticipated to be as severe as the District has experienced. The new tank was sized to hold the required fire flow volume for the Industrial Parks area, and the low usage does not allow for much turnover. By adding the adjacent Bypass Industrial Park Subdivision (BIPS) to the water tank usage, the amount of turnover will be increased. The BIPS water pressures will be increased to a more acceptable level. Currently pressures in the area range from 40 to 55 psi, and will be increased by an average of 20 psi. Additionally, all of the water mains serving the BIPS are dead end water lines which require occasional flushing. By constructing the proposed project, a full loop will be created in the area that will eliminate all but one of the dead end lines, and allow for better service and fire flow capabilities. The project will improve water quality in the area, and will reduce the costs and wasting of water which occurs when the tank stagnates and the dead end lines need to be flushed and refilled. WYDOT is starting construction for widening and reconstructing Salt Creek Hwy. in this project area. The WYDOT work includes relocating the existing Regional water and sewer lines in the area. The District plans to work in conjunction with WYDOT to construct the proposed water improvements while the highway construction is being completed, so that the new roadway work does not have to be disturbed in the future. The District currently has 1,700 water taps in the system. This project will improve the service to approximately 150 of them. A map of the District boundary is attached to this narrative.

Project Schedule: Estimated Start Date: 08/01/14

Estimated Construction End Date: 11/01/14

Is project needed to meet federal or state health and/or safety requirement? Yes No
(If yes the applicant must provide the specific health or safety requirements the project will address)

The District's new water storage tank experiences stagnation in the warmer summer months and must be drained and re-filled. By adding more users in the Bypass Ind. Park, the tank stagnation problems should be significantly reduced.

List top three (3) Funding Sources, Amounts and Status of matching funds:

Funding Source	Amount	Status	Amount Expended on Project
SLIB MRG	\$125,000.00	Pending	\$0.00
District Funds	\$125,000.00	Approved	\$0.00

Estimated total project cost: \$250,000.00
Balance of Project incomplete: \$250,000.00
Amount of grant funds requested: \$125,000.00
Reimbursement Rate: 50.00%

Special District: Yes No

- The geographical area the special district covers and the date when the County Commissioners formed the district
- If the applicant is water and sewer district or an improvement and service district, the narrative must include the number and type of the lots the project will serve initially and the total number of lots in the district, and the current zoning of the district. For example, is the district zoned for residential use only or for commercial use or for a combination of uses?

Additional Information

The following information is provided as part of this application:

1. The Wardwell Water and Sewer District is a very large District that has developed over a period of 40 plus years. The District includes the Town of Bar Nunn which has experienced tremendous growth in the past several years. The number of taps in the District is over 1,700, which equates to a population of approximately 5,000. The District has many different zoning designations including residential, mobile home, multi-family, commercial, light industrial and industrial. There are approximately 300 lots in the District that are zoned commercial/industrial. This project will affect 150 of those lots by improving the water quality and fire flow capabilities.
2. A copy of the proposed project map and a detailed cost estimate for the project is attached to the letter of feasibility.
3. Estimated project schedule:
Design and easement acquisition: February 10 – April 1, 2014
Apply for DEQ Permit to Construct – April 1 – June 1, 2014
Advertise and accept bids – June 1 – July 1, 2014
Award project – July 17, 2014
Begin construction – August 1, 2014
Complete construction – November 1, 2014
4. Grant drawdown schedule:
Receive grant August 1, 2014
First draw – September 1, 2014, \$35,000
Second draw – October 1, 2014, \$35,000
Third draw – November 1, 2014, \$30,000
Final draw – December 1, 2014, \$5000
5. An explanation of how the proposed project addresses the federal or state health and safety requirements is provided in the previous narrative. When the water in the tank stagnates, the chloramine (disinfectant) level goes to zero, and the tank is subject to bacterial growths which violate DEQ and EPA drinking water standards. Once the stagnation occurs, the tank must be taken out of service, drained, disinfected and tested, and put back into service. This process is time consuming and costly for the District.
6. A copy of the County Commissioners resolution that shows formation of the District is attached.
7. A copy of the certification from the County Commissioners that the District currently exists is included with the Commissioners review.

8. Written reviews of this application have been requested from the two municipalities within 5 miles of the District, Town of Mills, and the City of Casper. The written reviews will be provided when received from each entity.
9. A resolution for assessments is not needed for funding the proposed project.
10. The District is not currently collecting assessments for any past project.
11. Since there are no assessments being collected, an assessment schedule cannot be provided.

Project Cost Estimate

2014 Wardwell Water System Improvements Project

Prepared by 609 Consulting, LLC.

Schedule A					
Item No.	Description of the Work	Quantity	Unit	Unit Cost	Total Cost
	Mobilization and Bonds	1	LS	\$10,000.00	\$10,000.00
	Traffic Control	1	LS	\$2,000.00	\$2,000.00
	Connect to Revenue St. Water Main	1	EA	\$2,500.00	\$2,500.00
	Connect to Bypass Blvd. Water Main	2	EA	\$3,500.00	\$7,000.00
	Connect to WYDOT Water Main	1	EA	\$2,500.00	\$2,500.00
	Highway Undercrossing	200	LF	\$60.00	\$12,000.00
	8-inch PVC Water Line	3,500	LF	\$20.00	\$70,000.00
	8-inch Fitting	8	EA	\$750.00	\$6,000.00
	8-inch Gate Valve with Box	8	EA	\$1,800.00	\$14,400.00
	Fire Hydrant Assembly	4	EA	\$7,000.00	\$28,000.00
	Utility Locate	6	EA	\$500.00	\$3,000.00
	Foundation Material	40	CY	\$50.00	\$2,000.00
	Select Backfill	40	CY	\$50.00	\$2,000.00
	Remove and Replace Asphalt Pavement	300	SY	\$50.00	\$15,000.00
	Seed and Mulch	3	Acre	\$1,500.00	\$3,750.00
	Water Line Marker Post	8	EA	\$550.00	\$4,400.00
				Subtotal	\$184,550.00
				10% Contingency	\$18,455.00
				20% Engineering	\$36,910.00
				Easements	\$10,000.00
				Total Project Cost	\$249,915.00
				Use for This Project	\$250,000.00

RESOLUTION NO. 14-56

A RESOLUTION PRESENTING CERTAIN FINDINGS TO THE STATE LOAN AND INVESTMENT BOARD RELATING TO A MINERAL ROYALTY GRANT APPLICATION SUBMITTED BY THE WARDWELL WATER AND SEWER DISTRICT.

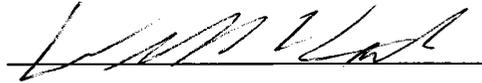
WHEREAS, Wardwell Water and Sewer District has made a grant application to the State Loan and Investment Board for funds to assist in the extension of water mains to change a portion of their existing water system to higher water pressure; and,

WHEREAS, Wyoming Statute W.S 9-4-604(h) provides certain requirements for submission of grant applications to the State Loan and Investment Board, one of which is the review of the governing body of the city or town located within five miles of the special district.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper City Council has reviewed the grant application submitted to the State Loan and Investment Board by Wardwell Water and Sewer District and the project is not adverse to the needs, plans, or general welfare of the City of Casper; and that the District is utilizing matching funds available to them.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

(Wardwell SLIB Application)

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

March 18, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Contract for Professional Services with Golder Associates
Balefill Post Closure Environmental Monitoring and Reporting
Project No. 14-11.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder Associates, (Golder) in the amount not to exceed \$35,003, for the Balefill Post Closure Environmental Monitoring and Reporting, Project No. 14-11.

Summary:

The Casper Regional Solid Waste Facility is required to perform water quality and methane emissions monitoring and reporting as part of the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) Balefill Closure Permit requirements for the old closed landfill. The City of Casper received three (3) statements of qualifications regarding this work. Golder provided the best qualifications for the lowest cost to complete both the Annual Report for the Balefill Post Closure Environmental Monitoring and Reporting and the Annual Reporting for the Casper Regional Landfill Monitoring and Reporting.

Golder will sample the balefill ground water monitoring wells two (2) times per year (semi-annually), deliver the samples to a laboratory for analysis, perform statistical data analysis, and prepare annual reports in accordance with WDEQ regulations.

The Time of Performance for this contract for professional services is for a period of one (1) year, for the 2014 calendar year reporting period. The Scope of Work for this agreement includes quality assurance/quality control review of laboratory analysis results, statistical analysis, and preparation of the semi-annual and annual reports for monitoring of water wells and methane gas emissions. The agreement also provides for reporting monitoring of methane and water levels in designated wells. Golder will prepare and submit the reports to WDEQ/SHWD for their review and comment, and to the City.

Monitoring at the Casper Regional Solid Waste Facility has been taking place since 1983. Data collected during this time frame has been compiled and submitted to the WDEQ/SHWD after each sampling event and in an annual report at the end of each year. The old landfill is now closed, and post-closure groundwater and methane monitoring are required for a minimum of thirty (30) years. Golder has been instrumental in negotiating with WDEQ for reduced groundwater sampling requirements, and

continues to provide low cost bids with high quality services. Staff recommends a contract arrangement with Golder related to environmental monitoring of the old closed landfill.

Funding will be provided from the Balefill cost center.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2014, by and between the following parties:

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

2. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 ("Contractor").

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

RECITALS

A. The City is undertaking certain activities necessary to meet requirements of the Wyoming Department of Environmental Quality (WDEQ) for ground water and methane monitoring and reporting, for the City of Casper Closed Balefill, Project 14-11.

B. The project requires professional services for post closure analysis and reporting.

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 professional services in connection with and respecting the project:

A. General Requirements

1. The project location is the closed Balefill at the City of Casper Regional Solid Waste Management Facility.

2. Consultant shall provide two (2) copies of all documents and work products in an electronic format compatible with Owner's software, and two (2) bound hard copies to City. Maps and drawings shall be in AutoCAD. Text shall be in Microsoft Word and/or

Microsoft Excel. Consultant shall provide copies of the reports to third parties as requested by City, up to three (3) additional hard copies. Reports for WDEQ or other third parties shall be bound or left unbound, as appropriate or requested by the City. Consultant shall coordinate all AutoCAD drawings provided in electronic format to be compatible with the City's software.

3. Consultant shall comply with the analysis and reporting requirements of Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (WDEQ/SHWD) for ground water and methane monitoring for landfills and provisions of the WDEQ Permit for the Balefill/Landfill.

4. Consultant shall perform sample bottle ordering, sampling, and sample delivery on a semi-annual basis in accordance with a schedule approved by WDEQ and incorporated into the Facility Operating Permit, and provide the necessary documentation to City within two (2) weeks of the sampling event.

5. Consultant shall perform sample collection for ground water and methane as required by WDEQ/SHWD regulations and provide the analytical results to City, and analyze results and include in the permit required reports.

B. Semi-Annual Ground Water Quality Reporting

1. Laboratory analysis shall be performed under a separate contract. Consultant shall provide Quality Control (QC) review of laboratory reports for samples in accordance with the Balefill Post Closure requirements identified in the Balefill Facility Permit and the WDEQ/SHWD Solid Waste Rules and Regulations. The schedule for services shall comply with the Ground Water and Methane Environmental Monitoring plan approved by WDEQ, as it may be amended from time to time.

2. Consultant shall perform data reduction and statistical analyses for ground water wells sampled, and submit the results to WDEQ in a letter report within forty-four (44) days from receipt of final data from the contract laboratory, and in accordance with the City's Balefill Operating Permit and WDEQ/SHWD Guideline Number 14. The sampling analyses shall be summarized in the annual report as required under this Agreement.

3. Consultant shall provide QC review of reports generated from the sampling event, including reports from the contract laboratory and field documents from the Consultant.

4. Consultant shall provide personnel to sample ground water monitoring wells, as required by provisions of the WDEQ permit for the Balefill. Other monitoring wells may be added to the list and wells may be excluded from sampling at the City's discretion for the same cost per well, as defined in Exhibit "A," Annual Cost Estimate.

5. When Consultant samples ground water monitoring wells, as described in the preceding paragraph, Consultant shall use qualified personnel, other than the sampling team members, to perform the QC and statistical analyses tasks described in paragraphs 1, 2, and 3 of this section.

C. Quarterly Water-Level and Methane Monitoring Reporting

1. Consultant shall collect quarterly methane and water level data, and shall provide the results to the City. Consultant shall provide QC review and prepare reports of the results for WDEQ/SHWD and the City.

2. Consultant shall provide a portable Explosimeter and personnel to sample methane monitoring wells and collect ground water levels from monitoring wells.

3. When Consultant samples for methane and collects ground water levels as previously described, Consultant shall arrange for separate QC review and report the results to WDEQ and the City within thirty (30) days of the event.

D. Semi-Annual Final Cover Inspection and Reporting

To obtain information about erosion and settlement that may compromise the final cover system of the Balefill, the Consultant will perform visual semi-annual inspections of the final cover. The results of the semi-annual inspections will be included in the annual WDEQ/SHWD report. If the final cover inspections for the facility identify problems which require maintenance or repair, these problems and associated remedies will be reported within two (2) hours of discovery to the City and will be discussed in the annual WDEQ/SHWD report.

E. Annual Maintenance of Monitoring Wells and Pumps

1. Periodic maintenance of monitoring wells and sampling pumps is required to extend the life of the monitoring wells and to continue providing representative groundwater samples. The monitoring well network will be evaluated periodically to verify that the monitoring wells are functioning properly. Consultant will report any problems to the City in writing within one week of discovery.

2. Annually, twenty percent (20%) of the existing monitoring wells will be scheduled for maintenance, on a rotational basis so that in a five-year period, all monitoring wells will have had maintenance performed. This maintenance will consist of removing the pump and tubing, replacing the pump's bladder and tubing, if necessary, and checking that the connections are tight. If necessary, Consultant will remove silt from the bottom of the well, re-develop the well by manual surging and pump the well with an electric submersible pump. The well cap and lock will be replaced if necessary, the pump components reconditioned or replaced, the well identification number re-etched and re-tagged if necessary, and the monitoring well reassembled.

F. Meetings

1. Consultant shall coordinate and attend three (3) meetings annually as follows:
 - a. December of each reporting period on-site at the Casper Regional Solid Waste Facility: Meet with City and WDEQ/SHWD personnel to review the required content and format for the Annual WDEQ/SHDW report.
 - b. February following each reporting period via conference call: Meet to discuss the status of progress for the Agreement.
2. Additional meetings shall be attended at the request of the City, and Consultant shall be compensated as described in Exhibit "A."

G. Annual WDEQ/SHWD Reporting

1. Consultant shall prepare an annual report summarizing the ground water quality, methane monitoring data, water level data, and statistical analysis of ground water data for submittal to WDEQ/SHWD. The report will present and discuss the data collected from January through December for each year, for the enumerated items in Section I. B, C, D, and E of this Agreement.
2. The annual WDEQ/SHWD report shall also include a summary of sampling work done during the year, an outline of activities required by regulation or by the City, an analysis of the data and a list of activities recommended for the following year related to the environmental monitoring system and the extent of contamination project.
3. The annual WDEQ/SHWD report shall also include all elements of an annual lifetime permit report and any topics requested by the City as predetermined in the December meeting.
4. Consultant shall provide one electronic report via email to the City for review and comment. Consultant shall schedule a minimum of three (3) weeks' time for City review and comment. Final reports shall be provided to City as described in Section I. A, General Requirements, by the last business day in March following the end of the reporting period.
5. Consultant shall prepare a letter report for each of the semi-annual sampling events as required by WDEQ rules for statistical analysis reporting (see Section I. B. 2, Ground Water Quality Reporting). Consultant shall conduct an annual statistical analysis of the semi-annual sampling results in December of the reporting period and include the annual statistical analysis in the annual WDEQ/SHWD report.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 12th day of March, 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 Thirty-Five Thousand Three Dollars (\$35,003.00).

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:
(Golder-Balefill Post Closure Environmental Monitoring and Reporting Project, No. 14-11)

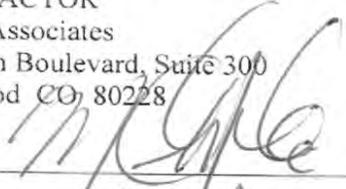
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul Meyer
Mayor

CONTRACTOR
Golder Associates
44 Union Boulevard, Suite 300
Lakewood CO, 80228

By: 

Printed Name: MARK MCCLAIN

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. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
C. Business Automobile Liability	\$1,000,000 Combined Single Limit
D. Professional Liability/Errors & Omissions	\$1,000,000 Per Occurrence \$3,000,000 Aggregate

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation, material change, reduction

of coverage, or non-renewal, and except for Workers Compensation insurance, shall list the City as an additional insured.

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

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

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.

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate

only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

Exhibit A -- Annual Cost Estimate -- Calendar Year 2014
Environmental Monitoring and Reporting for Casper Bafefill
 City of Casper Project No. 14-11; Golder Associates, Inc. (Golder) & Solid Waste Professionals of Wyoming, LLC (SWPW)
 March 2014

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLERS	SUBTOTAL	ANNUAL TOTAL
Task 1: Semi-Annual QA/QC Letter Report and Statistical Analysis Letter Report						
Golder Project Manager: 1 hr/event x 2 event	2	HR	\$ 190.00	1.00	\$ 380.00	
Golder Project Hydrogeologist: 20 hr/event x 2 event	40	HR	\$ 105.00	1.00	\$ 4,200.00	
Golder Clerical: 1 hr/event x 2 event	2	HR	\$ 65.00	1.00	\$ 130.00	
Office Service Fee (5% of Golder Labor)					\$ 235.50	
Subtotal						\$ 4,946
Task 1A: Semi-Annual GW Levels, and GW Sampling at 13 GW MWs						
SWPW Project Manager	6	HR	\$ 140.00	1.00	\$ 840.00	
SWPW Staff Engineer	80	HR	\$ 85.00	1.00	\$ 6,800.00	
SWPW Mileage	50	MI	\$ 0.57	1.00	\$ 28.25	
Subtotal						\$ 7,668
Task 2: Quarterly Water Levels (not included in Task 1A) and Methane Monitoring at 20 Methane Wells and Reporting						
Golder Project Manager: 1 hr/event x 4 event	4	HR	\$ 190.00	1.00	\$ 760.00	
Golder Project Hydrogeologist: 4 hr/event x 4 event	16	HR	\$ 105.00	1.00	\$ 1,680.00	
SWPW Project Manager	8	HR	\$ 140.00	1.00	\$ 1,120.00	
SWPW Staff Engineer	56	HR	\$ 85.00	1.00	\$ 4,760.00	
SWPW Mileage	100	MI	\$ 0.57	1.00	\$ 57.00	
Office Service Fee (5% of Golder Labor)					\$ 122.00	
Subtotal						\$ 8,499
Task 3: Semi-Annual Final Cover Inspection and Reporting						
Golder Project Manager: 1 hr/event x 2 event	2	HR	\$ 190.00	1.00	\$ 380.00	
SWPW Project Manager: 2 hr/event x 2 event	4	HR	\$ 140.00	1.00	\$ 560.00	
SWPW Staff Engineer: 6 hr/event x 2 event	12	HR	\$ 85.00	1.00	\$ 1,020.00	
SWPW Mileage: 25 mi/event x 2 event	50	MI	\$ 0.57	1.00	\$ 28.25	
Office Service Fee (5% of Golder Labor)					\$ 19.00	
Subtotal						\$ 2,007
Task 4: Annual Maintenance of 3 Groundwater Monitoring Wells and Pumps (does not include methane wells)						
SWPW Project Managers	4	HR	\$ 140.00	1.00	\$ 560.00	
SWPW Staff Engineer	12	HR	\$ 85.00	1.00	\$ 1,020.00	
Subtotal						\$ 1,569
Task 5: Meetings						
Golder: 3 Annual Meetings: (See estimated cost / meeting table below).	3	EA	\$ 780.00	1.00	\$ 2,340.00	
Subtotal						\$ 2,340
Task 6: Annual WDEQ/SHWD Report						
Golder Project Manager	2	HR	\$ 190.00	1.00	\$ 380.00	
Golder Project Hydrogeologist	50	HR	\$ 105.00	1.00	\$ 5,250.00	
Golder Drafting	4	HR	\$ 90.00	1.00	\$ 360.00	
Golder Clerical	2	HR	\$ 65.00	1.00	\$ 130.00	
Office Service Fees (5% of Golder Labor)					\$ 306.00	
Subtotal						\$ 6,426
Task 7: Sample Condensate at M26 & M27 and Prepare Data Report						
SWPW Project Manager	6	HR	\$ 140.00	1.00	\$ 840.00	
SWPW Staff Engineer	8	HR	\$ 85.00	1.00	\$ 680.00	
SWPW Mileage	50	MI	\$ 0.57	1.00	\$ 28.25	
Subtotal						\$ 1,548
TOTAL (in 2014 dollars):					\$ 35,003	\$ 35,003
Estimated Cost Per Meeting (input to Task 5 above)						
Golder Project Manager - preparation time.	1.00	HR	\$ 190.00	1.00	\$ 190.00	
Golder Project Manager (by phone) - meeting time.	2.00	HR	\$ 190.00	1.00	\$ 380.00	
Golder Project Hydrogeologist (by phone) - meeting time	2.00	HR	\$ 105.00	1.00	\$ 210.00	
Cost / Meeting:						\$ 780

Notes:

- Costs are based on the quantity of units shown. If additional units are added by the Owner (e.g., more wells added), the costs will increase.
- Annual sampling costs based on dedicated pumps. Owner to provide all sampling equipment, supplies, containers, ice, lab analysis & waste disposal.
- Costs for field activities based on work hours between 8 am and 5 pm, Monday - Friday, excluding holidays.
- Costs for Task 4 assume Owner will provide all well and pump replacement parts.
- Costs are in 2014 dollars. If services extend beyond 2014, unit rates shall increase by 3% per year.

RESOLUTION NO. 14-57

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES FOR THE CLOSED BALEFILL POST CLOSURE ENVIRONMENTAL MONITORING AND REPORTING.

WHEREAS, the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) issued a closure permit for the City of Casper closed balefill on November 18, 2008; and,

WHEREAS, the closure permit requires the City of Casper to monitor the ground water quality and methane emissions related to the closed balefill; and,

WHEREAS, the City of Casper desires to enter into a Contract for Professional Services with Golder Associates to provide monitoring and reporting for the City of Casper closed balefill; and,

WHEREAS, Golder Associates is able and willing to provide those services, specified as Closed Balefill Environmental Monitoring and Reporting, Project No. 14-11.

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 Golder Associates to provide professional consulting services for the Closed Balefill Environmental Monitoring and Reporting, Project No. 14-11, for the City of Casper Closed Balefill.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the Contract, throughout the project, with funds from the Balefill Cost Center, in the amount of Thirty-Five Thousand Three Dollars (\$35,003.00).

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul Meyer
Mayor

March 18, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Contract for Professional Services with Golder Associates
Casper Regional Landfill Environmental Monitoring and Reporting
Project No. 14-12.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder Associates (Golder) in the amount not to exceed \$29,175, for the Casper Regional Landfill Environmental Monitoring and Reporting, Project No. 14-12.

Summary:

The Casper Regional Solid Waste Facility is required to perform water and leachate quality and methane emissions monitoring and reporting under its Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) Casper Regional Landfill Permit #10.071.

Under this permit, the City of Casper is required to perform the following:

- Annually sample groundwater for seven (7) groundwater wells.
- Annually sample leachate from landfill cell #1 and #2 leachate control system.
- Quarterly collect water level measurements for seven (7) wells.
- Quarterly collect methane level measurements for seven (7) wells.
- Annual groundwater monitoring reporting including volume calculations related to air space used for burying waste where aerial photography is used.

City staff performs the work associated with the first four bullets listed above.

The City of Casper received three (3) statements of qualifications regarding this work. Golder was determined to be the most qualified and provided the lowest responsible total bid to complete both the Annual Reporting for the Casper Regional Landfill Monitoring and Reporting and the Annual Reporting for the Balefill Post Closure Environmental Monitoring and Reporting. Golder has been instrumental in performing negotiations with WDEQ/SHWD staff to reduce our monitoring costs. In addition, Golder has provided leachate management consultation to City staff since opening the lined landfill. Golder continues to provide low cost bids with high quality services. Staff recommends awarding Golder a contract related to environmental monitoring for the Casper Regional Landfill Permit #10.071.

The Time of Performance for this agreement is for calendar year 2014. The Scope of Work for this agreement includes quality assurance/quality control review of laboratory analysis results, statistical analysis, and preparation of annual reports for monitoring of groundwater wells and landfill leachate, and methane gas emissions. The agreement also provides for reporting monitoring of water levels in designated wells. In an effort to meet the requirements of the regulations for the new landfill permit, staff recommends entering into an agreement with Golder.

Funding for this contract will be provided from the Balefill cost center.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 ("Contractor").

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

RECITALS

A. The City is undertaking certain activities necessary to meet requirements of the Wyoming Department of Environmental Quality (WDEQ) for ground water and leachate quality, and methane emissions and annual permit reporting for the Casper Regional Landfill (CRL), Project No. 14-12.

B. The project requires professional services for ground water, landfill gas, and leachate analysis and reporting, and annual permit reporting.

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

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

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

1. SCOPE OF SERVICES:

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

A. General Requirements

1. The project location is the Casper Regional Landfill.
2. Consultant shall provide two (2) copies of documents and work products in electronic format compatible with City's software, and two (2) bound hard copies to

City. Maps and drawings shall be in AutoCAD. Text shall be in Microsoft Word and/or Microsoft Excel. Consultant shall provide copies of the reports to third parties as requested by City, up to three (3) additional hard copies. Reports for WDEQ or other third parties shall be bound or left unbound as appropriate or requested by the City. Consultant shall coordinate AutoCAD drawings to be compatible with the City's software.

3. Consultant shall comply with the analysis and reporting requirements of Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (WDEQ/SHWD) for ground water, leachate and methane monitoring for landfills and reporting provisions of the WDEQ Permit for the Casper Regional Landfill.

4. City's personnel shall perform sample bottle ordering, sampling, and sample delivery, in accordance with a schedule approved by WDEQ and incorporated into the Facility Operating Permit, and provide the necessary documentation to Consultant within two weeks of the sampling event.

5. City's personnel shall perform water level measurements and sample collection for ground water, leachate and methane as required by regulations and provide the analytical results to Consultant to be analyzed and included in the permit required reports.

B. Annual Ground Water and Leachate Quality Reporting

1. Laboratory analyses shall be performed under separate agreement. Consultant shall provide Quality Control (QC) review of laboratory reports in accordance with the requirements of the Casper Regional Landfill permit and the WDEQ/SHWD Solid Waste Rules and Regulations. The schedule for services shall comply with the Environmental Monitoring plan approved by WDEQ that includes quarterly water level measurements and methane sampling and annual groundwater and leachate sampling, as it may be amended from time to time.

2. Consultant shall perform annual data reduction and statistical analyses for groundwater wells and landfill leachate cell ports sampled, and submit the results to WDEQ within forty-four (44) days from receipt of final data from the contract laboratory and in accordance with the Casper Regional Landfill Operating Permit and WDEQ/SHWD Guideline Number 14. The sampling analyses shall be summarized in the annual report, required under this Agreement.

3. Consultant shall provide quality control (QC) review of reports generated from the sampling events including reports from the contract laboratory and field documents from the sampling teams.

4. If requested by City, consultant shall provide personnel to sample ground water monitoring wells as required by provisions of the WDEQ Permit for the Casper Regional Landfill. Other monitoring wells may be added to the list and wells may be excluded from sampling at the City's discretion for the same cost per well as provided in Exhibit "A." City shall provide Consultant two (2) weeks prior notice for this service.

5. When Consultant samples groundwater monitoring wells as described in the preceding paragraph, Consultant shall perform the QC and analyses tasks described in paragraphs 1, 2 and 3 of this section, and have the QC analyses performed by qualified personnel other than the sampling team members.

C. Quarterly Water-Level and Methane Emissions Reporting

1. City's personnel shall collect quarterly methane and water level data, and shall provide the results to Consultant. Consultant shall provide QC review and prepare quarterly letter reports of the results for WDEQ/SHWD and the City. If methane results indicate a methane level above WDEQ/SHWD's action level of 25% of the lower explosion limit, Consultant shall provide this information to the Consultant and WDEQ/SHWD within 24 hours as required by WDEQ/SHWD rules and regulations.

2. If requested by City, Consultant shall provide a portable explosive gas meter and personnel to sample methane monitoring wells and collect ground water levels from monitoring wells. City shall provide Consultant two (2) weeks prior notice for this service.

3. When Consultant samples for methane and collects ground water levels as previously described, Consultant shall arrange for separate QC review and report the results to WDEQ and the City within thirty (30) days of the event.

D. Annual Maintenance of Monitoring Wells and Pumps

1. Periodic maintenance of monitoring wells and sampling pumps is required to extend the life of the monitoring wells and to continue providing representative ground water samples. The monitoring well network will be evaluated periodically to verify that the monitoring wells are functioning properly. Consultant shall report any problems to the City in writing within one (1) week of discovery.

2. Annually, twenty percent (20%) of the existing monitoring wells will be scheduled for maintenance, on a rotational basis, so in a five (5) year period all monitoring wells will have had maintenance performed. This maintenance will consist of removing the pump and tubing, replacing the pump's bladder and tubing if necessary and checking that the connections are tight. If necessary, Consultant will remove silt from the bottom of the well, re-develop the well by manual surging and pump the well with an electric submersible pump. The well cap and lock will be

replaced if necessary, the pump components reconditioned or replaced, well identification tags replaced or re-etched, and the monitoring well reassembled.

E. Meetings

1. Meetings shall coincide with the meetings associated with the 2014 Closed Balefill Environmental Monitoring Agreement with the City.
2. Additional meetings shall be attended at the request of City and compensated as described in Exhibit "A."

F. Annual Reporting

1. Annual WDEQ/SHWD Reporting

a. Consultant shall prepare an annual report summarizing the ground water and leachate quality, methane monitoring data, water level data, and statistical analysis for submittal to WDEQ/SHWD. The report will present and discuss the data collected from January through December for each year, for enumerated items in Section I. B, C, D, E, and F of this Agreement.

b. The annual WDEQ/SHWD report shall also include a summary of sampling work done during the year, and outline of activities required by regulation, an analysis of the data, and a list of activities recommended for the following year related to the environmental monitoring system and the extent of contamination project.

c. Waste volume change for the previous calendar year for the Casper Regional Landfill shall be calculated, by comparison of topographic survey provided by the City for the current year and the previous year, and reported in relation to quantities of waste received and sand removed, respectively, from Casper Regional Solid Waste Facility records. In addition, calculate remaining capacity (in cubic yards) and estimated life (in years) using permitted capacity as described in the Casper Regional Landfill permit. Remaining capacity and estimated life shall be included in the annual report by the Consultant.

d. All annual report requirements of WDEQ/SHWD's lifetime permits shall be included in the annual report and any topics specified by the City as agreed to during the designated December 2014 meeting.

e. Consultant shall provide one (1) electronic copy of the draft report via email to the City for review and comment. Consultant shall schedule a minimum of three weeks time for City's review and comment. Final reports shall be provided to City as described in Section I. A. General Requirements, by March 22, 2015.

f. Consultant shall conduct an annual statistical analysis of the ground water sampling results of the reporting period and include the annual statistical analysis in the annual report described in section I. G.1. a.

2. Annual WDEQ/Air Quality Division (AQD) reporting will be provided under separate contract.

G. Monthly Review of Leachate Management Controls and Weekly Leachate Collection System Data

1. Consultant shall contact City staff monthly to obtain Weekly Leachate Collection System Data, and shall consult with City staff about any unusual activities, maintenance or system problems associated with the leachate pumps, leachate generation, leachate piping system, etc.
2. Monthly meetings between Consultant and City staff shall be held no later than the first Monday of the following month.
3. Leachate data including weekly inspections, maintenance activities, leachate generation shall be described and included in the annual report.
4. Analysis of leachate generation and analytical results shall be included in the annual report.

H. Prepare Laboratory Technical Specifications, Request for Proposal and Provide Laboratory Selection Assistance

1. Consultant shall prepare analytical laboratory technical specifications and a request for proposal (RFP) by March 28, 2014 for City staff review. Consultant shall give City staff five business days to provide comments for change.
2. Consultant shall provide by April 8, 2014 final laboratory technical specifications and RFP to all National Environmental Laboratory Accreditation Program (NELAP) accredited laboratories in the Rocky Mountain Region of the United States and any other laboratories requested by City staff.
3. Consultant shall assist City staff with selection of most qualified, cost effective laboratory to insure contract award by June 3, 2014.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 22nd day of March, 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 Twenty-Nine Thousand One Hundred Seventy-Five Dollars (\$29,175.00).

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:
(Golder-CRL Environmental Monitoring and Reporting Project, No. 14-12)

(Handwritten initials)

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

CONTRACTOR
Golder Associates
44 Union Boulevard, Suite 300
Lakewood CO 80728

By: _____

Printed Name: _____

Title: _____

(Handwritten signature)
(Handwritten name: MARK McCLAIN)
(Handwritten 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. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
C. Business Automobile Liability	\$1,000,000 Combined Single Limit
D. Professional Liability/Errors & Omissions	\$1,000,000 Per Occurrence \$3,000,000 Aggregate

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation, material change, reduction

of coverage, or non-renewal, and except for Workers Compensation insurance, shall list the City as an additional insured.

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

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

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.

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate

only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

Exhibit A -- Annual Cost Estimate -- Calendar Year 2014
Environmental Monitoring and Reporting for Casper Regional Landfill
 City of Casper Project No. 14-12 Golder Associates, Inc. (Golder) & Solid Waste Professionals of Wyoming, LLC (SWPW)
 March 2014

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLERS	SUBTOTAL	ANNUAL TOTAL
Task 1: QA/QC Letter Report and Statistical Analysis Letter Report for 7 MWs for June Event						
Golder Project Manager: 2 hr/event x 1 event	2	HR	\$ 190.00	1.00	\$ 380.00	
Golder Project Hydrogeologist: 14 hr/event x 1 event	12	HR	\$ 105.00	1.00	\$ 1,260.00	
Golder Clerical: 1 hr/event x 1 event	1	HR	\$ 65.00	1.00	\$ 65.00	
Miscellaneous Expenses	1	LS	\$ 195.00	1.00	\$ 195.00	
Office Service Fees (5% of Golder Labor)					\$ 95.00	
Subtotal						\$ 1,995
Task 2: Quarterly Water Level and Methane Concentrations Reporting (Based on 7 MWs for 4 Events)						
Golder Project Manager: 2 hr/event x 4 event	8	HR	\$ 190.00	1.00	\$ 1,520.00	
Golder Project Hydrogeologist: 2 hr/event x 4 event	8	HR	\$ 105.00	1.00	\$ 840.00	
Golder Clerical: 1 hr/event x 4 event	4	HR	\$ 65.00	1.00	\$ 260.00	
Miscellaneous Field Equip (e.g., portable explosive gas meter, water level meter)	4	LS	\$ 100.00	1.00	\$ 400.00	
*SWPW Project Manager (monitoring services at owner's request):	4	HR	\$ 140.00	1.00	\$ 560.00	
*SWPW Staff Engineer (monitoring services at owners request)	20	HR	\$ 85.00	1.00	\$ 1,700.00	
*SWPW Mileage (monitoring services at owners request)	50	MI	\$ 0.57	1.00	\$ 28.25	
Office Service Fees (5% of Golder Labor)					\$ 131.00	
Reporting Subtasks Only						Reporting Subtotal \$ 2,751
*Water Level and Methane Monitoring per Event (monitoring services at owner's request)						Monitoring per Event \$ 672
*Task 2A: Annual GW Sampling at Owner's Request (Based on 7 MWs for 1 Event)						
*Golder Project Manager	1	HR	\$ 190.00	1.00	\$ 190.00	
*Golder Project Hydrogeologist: 1 hr/event	1	HR	\$ 105.00	1.00	\$ 105.00	
*SWPW Project Manager	4	HR	\$ 140.00	1.00	\$ 560.00	
*SWPW Staff Engineer	12	HR	\$ 85.00	1.00	\$ 1,020.00	
*SWPW Mileage	50	MILE	\$ 0.57	1.00	\$ 28.25	
*Subtotal						\$ 1,903
*Cost per well for sampling (monitoring services at owner's request)						\$ 476
Task 3: Annual Maintenance of Groundwater Monitoring Wells and Pumps						
SWPW Project Manager	2	HR	\$ 140.00	1.00	\$ 280.00	
SWPW Staff Engineer	8	HR	\$ 85.00	1.00	\$ 680.00	
SWPW Mileage	50	MI	\$ 0.57	1.00	\$ 28.25	
Subtotal						\$ 988
Task 4: Meetings						
Golder: 3 Annual Meetings (by phone): See estimated cost/meeting table below.	3.0	EA	\$ 780.00	1.00	\$ 2,340.00	
Subtotal						\$ 2,340
Task 5: Annual WDEQ/SHWD Report						
Golder Project Manager	2	HR	\$ 190.00	1.00	\$ 380.00	
Golder Project Hydrogeologist	60	HR	\$ 105.00	1.00	\$ 6,300.00	
Golder Senior Project Engineer (ACAD)	12	HR	\$ 120.00	1.00	\$ 1,440.00	
Golder Clerical	2	HR	\$ 65.00	1.00	\$ 130.00	
Office Service Fees (5% of Golder Labor)					\$ 412.50	
Subtotal						\$ 8,663
Task 6: Manage Leachate (2 hours/month consulting w/city staff)						
Golder Project Manager	24	HR	\$ 190.00	1.00	\$ 4,560.00	
Subtotal						\$ 4,560
Task 7: Prepare Laboratory Technical Specifications & rfp & Provide Assistance						
Golder Project Manager	16	HR	\$ 190.00	1.00	\$ 3,040.00	
Golder Project Hydrogeologist	24	HR	\$ 105.00	1.00	\$ 2,520.00	
Golder Clerical	2	HR	\$ 65.00	1.00	\$ 130.00	
Office Service Fees (5% of Golder Labor)					\$ 284.50	
Subtotal						\$ 5,975
TOTAL (in 2014 dollars):					\$ 29,174.50	\$ 29,175
Estimated Cost Per Meeting (Input to Task 4 above)						
Golder Project Manager - preparation time.	1.00	HR	\$ 190.00	1.00	\$ 190.00	
Golder Project Manager (by phone) - meeting time.	2.00	HR	\$ 190.00	1.00	\$ 380.00	
Golder Project Hydrogeologist (by phone) - meeting time	2.00	HR	\$ 105.00	1.00	\$ 210.00	
Cost / Meeting:						\$ 780

Notes:

- Annual sampling costs based on dedicated pumps. Owner to provide all sampling equipment, supplies, containers, ice, lab analysis & waste disposal.
- Costs for field activities based on work hours between 8 am and 5 pm, Monday - Friday, excluding holidays.
- Costs for Task 3 assume Owner will provide all well and pump replacement parts (if necessary).
- Costs are in 2014 dollars. If services extend beyond 2014, unit rates shall increase by 3% per year.
- * Costs are per event or per well for optional monitoring services requested by client

RESOLUTION NO. 14-58

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES FOR ENVIRONMENTAL MONITORING AND REPORTING, FOR THE CASPER REGIONAL LANDFILL.

WHEREAS, the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) issued an operating permit for the City of Casper Regional Landfill on March 22, 2012; and,

WHEREAS, the operating permit requires the City of Casper to monitor the ground water quality and air emissions related to the new lined regional landfill and provide annual reporting; and,

WHEREAS, the City of Casper desires to enter into a contract for professional services with Golder Associates, to provide monitoring and reporting for the Casper Regional Landfill; and,

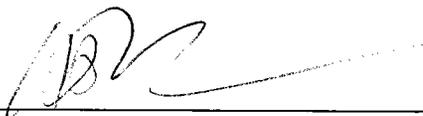
WHEREAS, Golder Associates, is able and willing to provide those services, specified as Casper Regional Landfill Environmental Monitoring and Reporting, Project No. 14-12.

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 Golder Associates, to provide professional consulting services for Casper Regional Landfill Environmental Monitoring and Reporting, Project No. 14-12, for the City of Casper's regional lined landfill.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments for the 2014 calendar year reporting period as set forth in said Agreement with funds from the Balefill Cost Center not to exceed the sum of Twenty-Nine Thousand One Hundred Seventy-Five Dollars (\$29,175.00).

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

March 18, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Contract with Terracon Consultants, Inc.
Casper Solid Waste Facility Air Emissions Monitoring and Reporting
Project No. 14-13.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Terracon Consultants, Inc., in the amount of \$16,491, for the Casper Regional Solid Waste Facility Air Emissions Monitoring and Reporting, Project No. 14-13.

Summary:

The Casper Regional Solid Waste Facility is required to perform air emissions monitoring and reporting under its Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD) Casper Regional Solid Waste Facility Permit #3-2-183. Under this permit, the City of Casper is required to perform the following:

- Semi-annual visual air emissions monitoring and reporting;
- Report of annual Non-Methane Organic Compound (NMOC) emissions calculations;
- Report of annual air emissions inventory;
- Report of annual compliance certification to satisfy permit condition (C1)(a) of the Air Quality Operating Permit; and
- Minor Source Emission Inventory as required by State Wide Inventory Surveys
- Report of Green House Gases.

The Casper Regional Solid Waste Facility and the Casper Service Center each hold an Industrial Stormwater Permit and associated Spill Prevention plan under its WDEQ Water Quality Division General Stormwater Permit. Under these industrial storm water permits, the City of Casper is required to annually review all storm water and spill prevention controls, update plans and perform annual staff training.

City staff published a request for proposal (RFP) in January, 2014 for providing professional consulting services related to air quality and storm water permit requirements for the Casper Solid Waste Facility and Casper Service Center. Two (2) consulting firms provided costs in response to the RFP related to air - Terracon, Inc. (Terracon), and Solid Waste Professionals of Wyoming, LLC. Terracon's cost were \$2,000 less than the other proposal. Three (3) consulting firms provided costs in response to the RFP related to storm water, Terracon, Golder Associates, and Tetra Tech. Terracon provided the lowest cost with the highest quality of services for storm water.

Terracon has performed both air and storm water consulting for the City in the past, and continues to provide low cost bids with high quality services. Terracon has experienced environmental air and storm water personnel available to perform the required monitoring and reporting for 2014.

The Time of Performance for this agreement is for calendar year 2014. The Scope of Work for this agreement includes on-site inspections of air emissions, gathering operation data from City staff, running air modeling programs to calculate various air emission quantities, and preparation of annual reports. In an effort to meet the requirements of the regulations for the Solid Waste Facility air permit, staff is recommending an agreement be entered into with Terracon, Inc.

Funding will be provided from the Balefill cost center.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Terracon Consultants, Inc., 1505 Old Happy Jack Road, Cheyenne, Wyoming, 82001, ("Consultant").

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

RECITALS

A. The City is undertaking certain activities necessary to meet requirements of the Wyoming Department of Environmental Quality (WDEQ) Title V Air Permit #3-2-183 for air emissions reporting for the Owner's Casper Solid Waste Facility and certain activities necessary to meet requirements of the WDEQ Water Quality Division Industrial Storm water Permits for the Casper Regional Solid Waste Facility and Casper Service Center, Project No. 14-13..

B. The project requires professional services for preparing annual air emissions report for calendar year 2014; including Green House Gas reporting and semi-annual air emission inspections.

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. General Requirements

1. The project location is the Casper Solid Waste Facility.

2. Consultant shall provide two copies of documents and work products in electronic format compatible with Owner's software, and two bound hard copies to Owner. Maps and drawings shall be in AutoCAD and pdf. Text shall be in Microsoft Word and/or Microsoft Excel. Consultant shall provide copies of the reports to third parties as, requested by Owner, up to three additional hard copies. Reports for WDEQ or other third parties shall be bound or left unbound as appropriate or requested by the Owner. Consultant shall coordinate AutoCAD drawings to be compatible with the Owner's software.

3. Consultant shall comply with the analysis and reporting requirements of Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD) for air emissions and inventory for landfills, and provisions of the WDEQ/AQD Title V Air Permit No. 3-2-183 for the Casper Regional Solid Waste Management Facility, including the Transfer Station, the old closed Balefill, and the Casper Regional Landfill.

4. Consultant shall provide a table listing all data required from the Owner to prepare the annual 2014 report by December 1, 2014. Owner will provide required data to Consultant by January 10, 2015.

5. Complete all items shown on Exhibit "A", which is attached hereto and made part of this Contract.

B. Semi-Annual Visible Emission Monitoring and Reporting

1. Consultant shall perform semi-annual WDEQ/AQD visible emission monitoring and reporting at the Baler Building located within the Transfer Station. The visible emission monitoring and reporting shall be performed for the north and south municipal solid waste baler (MSWB) baghouse exhausts, in general accordance with permit conditions F7, F12 and G4 of WDEQ/AQD Operating Permit No. 3-2-183, issued in 2013. The semi-annual field monitoring periods extend from January 1 to June 30, and from July 1 to December 31 each year.

2. Since only one baler is operated at a time, Consultant shall mobilize an environmental professional to the site for two visible emission observation events per each semi-annual monitoring period, one event to observe the visible emissions from the north MSWB, and one event to observe the visible emissions from the south MSWB baler. The observations will be conducted during daylight hours when the baler building and at least one baler are in full operation. The observations will be performed from ground surface at the exterior of the baler building at a vantage point that is safely and readily accessible to Consultant's personnel, and ideally where the roof of the building can be observed. The ideal vantage point is from the surface of the closed balefill which rises above the building to the west.

At the end of each semi-annual monitoring period, Consultant shall submit two copies of a letter report to the Owner and WDEQ/AQD describing the results of the two visible emission monitoring events for that period. The semi-annual letter reports shall be submitted to the WDEQ/AQD by July 31 for the previous January 1 to June 30 period, and by January 31 for the previous July 1 to December 31 period.

C. Meetings

Meetings shall be performed via conference call, whenever possible, and only one on-site meeting shall be budgeted.

D. Annual Reporting

Annual WDEQ/AQD Permit Reporting

a. Consultant shall perform annual non-methane organic compounds [NMOC] emissions calculations as required by WDEQ/AQD Title V Air Permit No. 3-2-183 for the Casper Solid Waste Management Facility, including the Transfer Station, the old closed Balefill and the new Casper Regional Landfill. Consultant shall prepare five separate and distinct annual reports as required by WDEQ/AQD Permit No. 3-2-183. The reports include:

- i. Report of annual Non-Methane Organic Compound (NMOC) emissions calculations;
- ii. Report of annual air emissions inventory;
- iii. Report of annual compliance certification to satisfy permit condition (C1) (a) of the Air Quality Operating Permit; and
- iv. Report of Green House Gases.
- v. Minor Source Emission Inventory as required by State-Wide Inventory Surveys

b. Consultant shall provide draft copies to Owner by the third week in January, following the reporting period. Consultant shall submit the three reports to WDEQ/AQD, no later than January 30 of the year following the reporting period.

c. Three bound copies shall be made for the final of each of the three reports. One bound copy shall be hand delivered to the local WDEQ/AQD, one copy shall be mailed to the Cheyenne WDEQ/AQD, and one copy shall be mailed to the United States Environmental Protection Agency (USEPA) Region 8 in Denver, Colorado.

d. Final report copies shall be provided to the Owner as described in Section I. A, General Requirements, by the last business day in January following the end of the reporting period.

E. Annual Review of Stormwater Controls, SWPPP and SPCCP

1. Annual Review of Stormwater Controls

a. Consultant shall conduct an on-site review of storm water controls at the Casper Service Center and the entire Casper Solid Waste Facility during the month of May 2014.

b. Consultant shall review the SWPPP for the Casper Service Center and Casper Solid Waste Facility a week prior to conducting the on-site review of storm water controls.

c. Consultant shall review the SPCCP for the Casper Service Center, Casper Transfer Station, Casper Special Waste Facility, Casper Baler Building, and Casper Landfill Equipment Storage Building a week prior to conducting the on-site review of storm water controls.

d. Consultant shall prepare an inspection report listing any changes to storm water controls as described in the SWPPPs and SPCCPs for the Casper Service Center and Casper Solid Waste Facility, and any recommended changes to the SWPPPs and SPCCPs.

e. Consultant shall provide one electronic copy of the draft inspection report via email to the City for review and comment by June 30, 2014. Consultant shall schedule a minimum of three (3) weeks time for City's review and comment. Final inspection reports shall be provided to City by July 8, 2014. Final inspection reports shall be provided to City as described in Section I. A. General Requirements.

f. Consultant shall update the SWPPPs and SPCCPs as directed by City staff. Updated SWPPPs and SPCCPs shall be provided to City by November 3, 2014.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of March, 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 Sixteen Thousand Four Hundred Ninety One Dollars (\$16,491).

4. METHOD OF PAYMENT:

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

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM:

Walker Trent

(Terracon CRL Air Monitoring and Reporting, 14-13)

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONTRACTOR
Terracon Consultants, Inc.
1505 Old Happy Jack Road
Cheyenne WY 82001

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$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 -- Annual Cost Estimate -- Calendar Year 2014

Terracon Consultants, Inc.

Air Emissions Reporting for Casper Regional Solid Waste Facility

Review of Storm Water Controls & SWPPPs & SPCCPs Casper Regional Solid Waste Facility & Casper Service Center

City of Casper Project No. 14-13

March 2014

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLIER	SUBTOTAL	ANNUAL TOTAL	
Task 1: Semi-Annual Visible Emission Monitoring & Report to WDEQ AQD							
Project Manager: 1 hour/event(2 events)	2.00	HR	\$ 138.00	1.00	\$ 276.00		
Subcontractor	2.00	Event	\$ 213.00	1.15	\$ 489.90		
Mileage: 2 events (15 miles/event)	30.00	MI	\$ 0.70	1.00	\$ 21.00		
					Subtotal	\$ 786.90	
Task 2: Meeting (one meeting at Owner's facility)							
Project Manager - preparation time	1.00	Hour	\$ 138.00	1.00	\$ 138.00		
Project Manager - meeting time.	2.00	Hour	\$ 138.00	1.00	\$ 276.00		
Senior Air Quality Professional (by phone)	2.00	Hour	\$ 115.00	1.00	\$ 230.00		
Project Manager - Travel time	3.00	Hour	\$ 138.00	1.00	\$ 414.00		
Mileage - Project Manager	180.00	MI	\$ 0.70	1.00	\$ 126.00		
					Subtotal	\$ 1,184.00	
Task 3: Annual NMOC Emissions Calculations & Report due to Casper 1/16/14							
Project Manager	4.00	HR	\$ 138.00	1.00	\$ 552.00		
Senior Air Quality Professional	8.00	HR	\$ 115.00	1.00	\$ 920.00		
Clerical	1.00	HR	\$ 60.00	1.00	\$ 60.00		
Copying & Shipping	1.00	LS	\$ 50.00	1.15	\$ 57.50		
					Subtotal	\$ 1,589.50	
Task 4: Annual Air Emissions Inventory due to Casper 1/16/14							
Project Manager	4.00	HR	\$ 138.00	1.00	\$ 552.00		
Senior Air Quality Professional	8.00	HR	\$ 115.00	1.00	\$ 920.00		
Clerical	1.00	HR	\$ 60.00	1.00	\$ 60.00		
Copying & Shipping	1.00	LS	\$ 50.00	1.15	\$ 57.50		
					Subtotal	\$ 1,589.50	
Task 5: Annual Compliance Certification due to Casper 1/16/14							
Project Manager	2.00	HR	\$ 138.00	1.00	\$ 276.00		
Senior Air Quality Professional	4.00	HR	\$ 115.00	1.00	\$ 460.00		
Clerical	3.00	HR	\$ 60.00	1.00	\$ 180.00		
Copying & Shipping	0.00	LS	\$ 50.00	1.15	\$ -		
					Subtotal	\$ 916.00	
Task 6: Annual Green House Gases (GHG) Report							
Project Manager	1.00	HR	\$ 138.00	1.00	\$ 138.00		
Senior Air Quality Professional	6.00	HR	\$ 115.00	1.00	\$ 690.00		
Clerical	1.00	HR	\$ 60.00	1.00	\$ 60.00		
Copying & Shipping	0.00	LS	\$ 50.00	1.15	\$ -		
					Subtotal	\$ 888.00	
Task 7: Minor Source State Wide Inventory Reporting if Required by WDEQ AQD							
Project Manager	3.00	HR	\$ 138.00	1.00	\$ 414.00		
Senior Air Quality Professional	4.00	HR	\$ 115.00	1.00	\$ 460.00		
Clerical	2.00	HR	\$ 60.00	1.00	\$ 120.00		
Copying & Shipping	1.00	LS	\$ 50.00	1.15	\$ 57.50		
					Subtotal	\$ 1,042.00	
Task 8: Annual Review of Storm Water Controls, SWPPPs and SPCC Plans, & Recommendations Letter for Casper Service Center, Baler Building, Transfer Station, Casper Regional Landfill, Closed Balerfill & Special Waste and Diversion Facility (2 SWPPPs and 5 SPCC Plans). Update SWPPPs and SPCCPs.							
Consultant Project Manager:	42.00	HR	\$ 138.00	1.00	\$ 5,796.00		
Consultant Staff Engineer: review of 6 sites	17.00	HR	\$ 88.00	1.00	\$ 1,496.00		
Consultant Staff Engineer: Travel: (Cheyenne to Casper & site to site)	7.00	HR	\$ 88.00	1.00	\$ 616.00		
Consultant Staff Engineer: Mileage (Cheyenne to Casper & site to site)	380.00	MI	\$ 0.70	1.00	\$ 266.00		
Consultant Staff Engineer: Per diem:	3.00	Days	\$ 35.00	1.00	\$ 105.00		
Consultant Staff Engineer: Lodging:	2.00	Night	\$ 90.00	1.15	\$ 207.00		
					Subtotal	\$ 8,486.00	
Note:					TOTAL (in 2013 dollars):	\$ 16,491.40	\$ 16,481.90
1. Costs are in 2014 dollars. If contract extends beyond 2014, unit rates shall increase by 3% per year							

RESOLUTION NO. 14-59

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TERRACON, INC., FOR AIR EMISSIONS MONITORING AND REPORTING AND STORMWATER MANAGEMENT PROJECT.

WHEREAS, the Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD) issued the Casper Regional Solid Waste Facility's Title V Air Permit in 2014, permit number 3-2-183; and,

WHEREAS, the air permit requires the City of Casper to monitor the air emissions related to the Casper Transfer Station operations, old Closed Balefill, and the Casper Regional Landfill and provide annual reporting; and,

WHEREAS, the WDEQ Water Quality Division issued the Casper Regional Solid Waste Facility and Casper Service Center Industrial Stormwater Permits in 2012; and,

WHEREAS, the industrial storm water permits require the City of Casper to monitor storm water and spill prevention controls, and annually review and update plans for the Casper Solid Waste Facility and Casper Service Center; and,

WHEREAS, the City of Casper desires to enter into a Contract for Professional Services with Terracon, Inc., to provide air emissions monitoring and reporting and storm water consulting for the Casper Regional Solid Waste Facility, and provide storm water consulting services for the Casper Service Center; and,

WHEREAS, Terracon, Inc., is able and willing to provide those services, specified as Casper Solid Waste Facility Air Emissions Monitoring and Reporting and Stormwater Management, Project No. 14-13.

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 Terracon, Inc., to provide professional consulting services for the Casper Solid Waste Facility Air Emissions Monitoring and Reporting and Stormwater Management, Project No. 14-13.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments for the 2014 calendar year reporting period, as set forth in said Agreement, with funds from the Balefill Cost Center not to exceed the sum of Sixteen Thousand Four Hundred Ninety-One Dollars (\$16,491.00).

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

APPROVED AS TO FORM:

(Terracon - Air Emissions Reporting and Monitoring and Stormwater Management 14-13)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

March 18, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer
Ethan Yonker, E.I.T., Engineering Tech II

SUBJECT: Agreement with Western Plains Landscaping, LLC
Lake MacKensie Dog Park, Project No. 12-60

Recommendation:

That Council, by resolution, authorize an agreement with Western Plains Landscaping, LLC, for the Lake MacKensie Dog Park, Project No. 12-60, base bid amount of \$150,390. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$7,500, for a total project amount of \$157,890.

Summary:

On Tuesday, March 4, 2014, three (3) bids were received from contractors for the construction of a dog park at Lake MacKensie which includes the installation of a water service, wash/drinking stations, and an irrigation system; the installation of park features such as fencing, benches, trash receptacles, and pet waste bag dispensers; and the removal of unwanted vegetation, planting of trees, and reseeded of disturbed areas.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID AMOUNT</u>
Western Plains Landscaping	Casper, Wyoming	\$150,390
Wayne Coleman Construction	Mills, Wyoming	\$168,307
Grizzly Excavation	Casper, Wyoming	\$179,718

Contractors were requested to provide prices for four (4) alternate bid items which include installation of a 6' wide concrete pathway to be used as a walking path within the fenced park area, installation of a 20' diameter concrete pad to be used as a congregation area in the center of the park, installation of pea gravel in the area between the fence and the walking path as an aesthetic feature, and installation of crushed 1 1/2" gravel at the maintenance entrance for ease of access. Because the alternate bid exceeded the engineer's estimate, they are not recommended for approval.

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>ALT. BID AMOUNT</u>
Western Plains Landscaping	Casper, Wyoming	\$106,352.50
Wayne Coleman Construction	Mills, Wyoming	\$ 69,750.00
Grizzly Excavation	Casper, Wyoming	\$ 68,528.60

The estimate prepared by the City Engineering Division was \$125,000 for the base bid and \$55,000 for the four (4) alternate bids. Work is scheduled to be completed by June 27, 2014.

Funding for this project will be from the County-Wide Consensus Grant and Park Improvements 1%#14.

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, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Western Plains Landscaping, LLC, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to build a dog park at Lake MacKensie; and,

WHEREAS, Western Plains Landscaping, LLC is able and willing to provide those services specified as the LAKE MACKENSIE DOG PARK, Project 12-60.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the LAKE MACKENSIE DOG PARK, Project 12-60.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper in 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 June 20, 2014, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by June 27, 2014.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) 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

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 One Hundred Fifty Thousand Three Hundred Ninety Dollars (\$150,390), 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 50% of Total Contract Price progress payments will be made in an amount equal to 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 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 completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price 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 \$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.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 2.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 General Requirements, consisting of six (6) sections.
- 8.13 Technical Specifications, consisting of six (6) sections; (01810, 01850, 02444, 02500, 02760, and 02810)
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

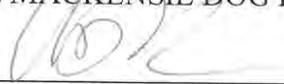
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(LAKE MACKENSIE DOG PARK, Project 12-60)



ATTEST:

CONTRACTOR:
Western Plains Landscaping, LLC
PO Box 4871
Casper, Wyoming 82604

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
LAKE MACKENSIE DOG PARK, Project 12-60

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 June 20, 2014, and completed and ready for final payment not later than June 27, 2014, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u>02-26-2014</u>
Addendum No. <u> 2 </u>	Dated <u>02-26-2014</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ 150,390.00

TOTAL BASE BID, IN WORDS: one hundred fifty thousand Three hundred Ninety 390/100 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: Western Plains Landscaping
P.O. Box 4871
Casper, WY 82604

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

Submitted on March 4, 2014, 2014.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Western Plains Landscaping LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Jesse Snell Owner-Member (seal)

(Title)

(Seal)

Attest: 

Business Address: Western Plains Landscaping LLC
P.O. Box 4871
Casper, WY 82604

Phone Number: 307-331-0073

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
March 4, 2014
LAKE MACKENSIE DOG PARK
Project 12-60

Casper, Wyoming

Contractor shall furnish and install items 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 Specifications are to be considered incidental and merged with costs of other related bid items.

LS=Lump Sum, LF= Linear Foot, EA= Each, CY=Cubic Yard

Bid Schedule

ITEM	DESCRIPTION	Amount	Unit	Unit Cost	Total Cost
1	Mobilization and Bonds	1	LS	\$35,500.00	\$ 35,500.00
2	6' Chainlink Fence	1350	LF 55	\$18.07	\$ 24,435.00
3	Brush Clearing and Grubbing	1	LS	\$3,500.00	\$ 3,500.00
4	Removal of Trees	1	LS	\$1,500.00	\$ 1,500.00
5	Water Service	1	LS	\$42,550.00	\$ 42,550.00
6	Wash/Drinking Station	2	EA	\$ 6,600.00	\$ 13,200.00
7	Bench	7	EA	\$ 700.00	\$ 4,900.00
8	Pet Bag Dispenser	6	EA	\$ 300.00	\$ 1,800.00
9	Trash Receptacle	2	EA	\$ 3552.50	\$ 7,105.00
10	Seeding	1	LS	\$ 5,000.00	\$ 5,000.00
11	Irrigation System	1	LS	\$ 4,500.00	\$ 4,500.00
12	Tree Planting	16	EA	\$ 400.00	\$ 6,400.00
Base Bid Total					\$ 150,390.00

Alternate Line Items

13	6' wide concrete pathway (5" PCCP/4" Base)	1300	LF	\$56.93	\$ 74,000.00
14	20' Diameter Concrete Pad	1	LS	\$4,500.00	\$ 4,500.00
15	Pea Gravel 3" Lift	230	CY	\$118.45	\$ 27,243.00
16	1 1/2" Crushed Gravel 3" Lift	1.5	CY	\$ 400.00	\$ 600.00

• **BASE BID IN WORDS:**

One hundred fifty thousand three hundred ninety & 11/100

This bid submitted by: Western Plains Landscaping LLC
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 14-60

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING, LLC, FOR THE LAKE MACKENSIE DOG PARK, PROJECT 12-60

WHEREAS, the City of Casper desires to build a dog park at Lake MacKensie; and,

WHEREAS, Western Plains Landscaping, LLC, is able and willing to provide those services specified as the Lake MacKensie Dog Park, Project No. 12-60; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Dollars (\$10,000) and other project administration related change orders that do not substantially alter the scope of the project.

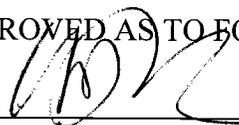
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Western Plains Landscaping, LLC, for those services, in the amount of One Hundred Fifty Thousand Three Hundred Ninety Dollars (\$150,390).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Fifty Thousand Three Hundred Ninety Dollars (\$150,390) and Seven Thousand Five Hundred Dollars (\$7,500) for a construction contingency account, for a total price of One Hundred Fifty-Seven Thousand Eight Hundred Ninety Dollars (\$157,890).

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 Ten Thousand Dollars (\$10,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

March 18, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Pope Construction, Inc.
2014 Miscellaneous Window Replacement, Project No. 13-56

Recommendation:

That Council, by resolution, authorize an agreement with Pope Construction, Inc., for the 2014 Miscellaneous Window Replacement, Project No. 13-56, in the amount of \$401,700.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$48,300.00, for a total project amount of \$450,000.00.

Summary:

On Tuesday, March 4, 2014, two (2) bids were received from contractors for window replacements at the Casper Service Center and Recreation Center. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID AMOUNT</u>	<u>ALT. BID AMOUNT</u>
Pope Construction, Inc.	Casper, WY	\$390,000.00	\$401,700.00
Paramount Construction, Inc.	Casper, WY	\$415,676.00	\$438,367.00

The Base Bid Amount includes all doors and framing to be replaced with hollow metal steel, and the Alternate Bid Amount includes all doors and framing to be replaced with insulated aluminum.

The estimate prepared by the City Engineering Office was \$450,000.00.

The project includes the removal and replacement of all exterior windows and seven (7) entry doors at the Casper Service Center and the 2,900 square foot Sunwall on the south-facing, wall at the Recreation Center Gymnasium. Work is scheduled to be completed by August 1, 2014.

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

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," Agreement with Pope Construction, Inc., P.O. Box 536, Mills, WY 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires replacement of fixed windows, storefront and hollow metal doors and windows, Kalwall translucent wall panels and sunwall at the Casper Service Center and Recreation Center; and,

WHEREAS, Pope Construction, Inc., is able and willing to provide those services specified as the 2014 Miscellaneous Window Replacement, Project No. 13-56.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2014 Miscellaneous Window Replacement, Project No. 13-56, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **August 1, 2014**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **August 8, 2014**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Three Hundred Dollars (\$300) 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 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.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Four Hundred One Thousand Seven Hundred Dollars (\$401,700.00). See Exhibit "A" - Bid Form.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
 - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda Number. Three (#3).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Special Provisions consisting of six (6) Sections and four (4) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

2014 Miscellaneous Window Replacement, Project No. 13-56
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

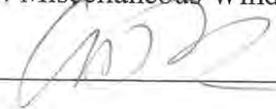
Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:

(2014 Miscellaneous Window Replacement, Project No. 13-56)



CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V. H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
2014 Miscellaneous Window Replacement
Project No. 13-56

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 **August 1, 2014**, and completed and ready for final payment not later than by **August 8, 2014**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>Feb 28, 2013</u>
Addendum No. <u>2</u>	Dated <u>FEB 28, 2013</u>
ADDENDUM NO. <u>3</u>	DATED <u>MARCH 3, 2013</u>

B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

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

TOTAL COMBINED BID, IN NUMERALS: \$ 390,000.00 *

TOTAL COMBINED BID, IN WORDS: THREE HUNDRED NINETY THOUSAND * DOLLARS.
 * ITEM #1 AND #2 ON BID SCHEDULE

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: POPE CONSTRUCTION, INC.
P.O. Box 536
WILLS, 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 MARCH 4TH, 2014.

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

IF BIDDER IS:

~~AN INDIVIDUAL~~

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

doing business as: _____

Business Address: _____

Phone Number: _____

~~A PARTNERSHIP~~

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: POPE CONSTRUCTION, INC (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: [Signature] (seal)
GREG L POPE - PRESIDENT

(Title)

(Seal)

Attest: [Signature]

Business Address: P.O. Box 536
MILLS, WY 82644

Phone Number: 307-472-3241

~~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
 2014 Miscellaneous Window Replacement
 Project No. 13-56

Bid Date: 3/4/2014, 2pm

COMPANY NAME: POPE CONSTRUCTION, INC.

ADDRESS: P.O. Box 536
Mills, WY 82644

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

LS = Lump Sum

Item	Description	Unit	Cost
1	CASPER SERVICE CENTER MISCELLANEOUS WINDOW REPLACEMENT	LS	\$ 207,800.00
2	CASPER RECREATION CENTER MISCELLANEOUS WINDOW REPLACEMENT	LS	\$ 182,200.00
A1	CASPER SERVICE CENTER MISCELLANEOUS WINDOW REPLACEMENT - ALUMINUM	LS	\$ 219,500.00

Total Base Bid (Items 1 and 2, in words): THREE HUNDRED NINETY THOUSAND
 Dollars (\$ 390,000)

Total Combined Alternate Bid (Items A1 and 2, in words): FOUR HUNDRED ONE THOUSAND SEVEN HUNDRED
 Dollars (\$ 401,700)

RESOLUTION NO. 14-61

A RESOLUTION AUTHORIZING AN AGREEMENT WITH POPE CONSTRUCTION, INC., FOR THE 2014 MISCELLANEOUS WINDOW REPLACEMENT.

WHEREAS, the City of Casper desires to remove and replace all exterior windows and seven (7) entry doors at the Casper Service Center and remove and replace the 2,900 square foot sunwall on the south-facing wall at the Recreation Center Gymnasium; and,

WHEREAS, Pope Construction, Inc., is able and willing to provide those services specified as the 2014 Miscellaneous Window Replacement, Project No. 13-56; and,

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

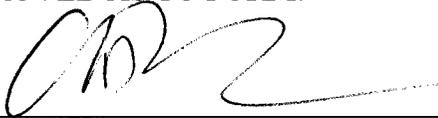
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Agreement with Pope Construction, Inc., for those services, in the amount of Four Hundred One Thousand Seven Hundred Dollars (\$401,700.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed Four Hundred One Thousand Seven Hundred Dollars (\$401,700.00) and Forty-Eight Thousand Three Hundred Dollars (\$48,300.00) for a construction contingency account, for a total price of Four Hundred Fifty Thousand Dollars (\$450,000.00).

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 _____, 2014.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

March 18, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Change Order No. 2 with Casper Electric, Inc.
Casper Service Center Generator Installation, Project No. 12-31

Recommendation:

That Council, by resolution, authorize Change Order No. 2 with Casper Electric, Inc., for the Casper Service Center Generator Installation, Project No. 12-31, for a time extension only of sixty-one (61) days.

Summary:

Casper Electric, Inc., is currently under contract for the installation of a new diesel powered emergency generator and automatic transfer switch for the Casper Service Center. The new generator, automatic transfer switch, fuel tank and enclosure will be located on west side of the building, near the administrative offices.

During the submittal process, an alternate generator enclosure was proposed. This proposal was accepted in the design, and a savings of \$49,585 was realized in Change Order #1. Due to the additional time required for analyzing the alternates, associated cost savings, and factory-installed modifications, a sixty-one (61) day time extension is necessary for completion.

ARCADIS U.S., Inc., is currently under contract for the design and construction administration of this project.

Work is scheduled to be completed by April 4, 2014.

Funding for the project is from unallocated Optional 1%#13 Sales Tax funds.

A resolution is prepared for Council's consideration.

CHANGE ORDER

No. 2

PROJECT: Service Center Emergency Generator

DATE OF ISSUANCE: 2/11/14

EFFECTIVE DATE: Upon execution by last party

OWNER: City of Casper

OWNER's Project No. 12-31

CONTRACTOR: Casper Electric, Inc.

ENGINEER: ARCADIS U.S., Inc.

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

Description: Contract Time Extension

Reason for Change Order: Extended review time to consider merits and evaluate deduct offered for modified generator enclosure.

Attachments: Contractor's request

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price <u>\$443,641.00</u>	Original Contract Times Substantial Completion: <u>165 (January 3, 2014)</u> Ready for final payment: <u>210 (February 17, 2014)</u>
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> <u>\$ (49,585.00)</u>	Net change from previous Change Orders No. <u>-</u> to No. <u>1</u> <u>30 days</u>
Contract Price prior to this Change Order <u>\$ 394,056.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>195 (February 2, 2014)</u> Ready for final payment: <u>240 (March, 19, 2014)</u>
Net (decrease) of this Change Order <u>\$ -0-</u>	Net of this Change Order <u>61 days to Substantial Completion</u> <u>65 days to Final Completion</u>
Contract Price with all approved Change Orders <u>\$394,056.00</u>	Contract Times with all approved Change Orders Substantial Completion: <u>256 days (April 4, 2014)</u> Ready for final payment: <u>305 days (May 23, 2014)</u>

RECOMMENDED:
ARCADIS-US, Inc.

APPROVED:
City of Casper

ACCEPTED:
Casper Electric, Inc.

By: [Signature]
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: 2/28/14

Date: _____

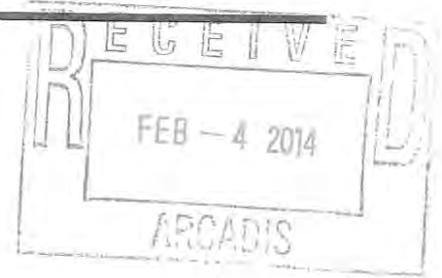
Date: 2-20-2014



3150 E. YELLOWSTONE
Casper, WY 82609
307-237-3003, FAX 237-3009

January 31, 2014

City of Casper
Engineering Department
200 N. David
Casper, WY 82601



RE: Service Center Emergency Generator Project No. 12-31

The purpose of this letter is to request time extension for completion of the above listed project. Casper Electric is requesting a time extension for substantial completion and final completion per the attached schedule of work.

The time extension request is a result of the extended submittal approval process for the generator and fuel system for the project. Deductive change order #1 was a product of that process.

Respectfully,

A handwritten signature in cursive script, appearing to read "Ben W. Hansuld".

Ben W. Hansuld
Vice President

Attached:
Schedule of Work dated 1-31-2014



CITY OF CASPER SERVICE CENTER EMERGENCY GENERATOR PROJECT SCHEDULE

DATE: 01/31/14

SEQUENCE OF CONSTRUCTION	DAYS	START	END	% COMPLETE
OBTAIN ELECTRICAL PERMITS	1	17-Jul	17-Jul	
PRE CONSTRUCTION MEETING	1	22-Jul	22-Jul	
GENERATOR SUBMITTALS TO ENGINEER	1	21-Oct	21-Oct	
SUBMITTAL REVIEW AND RETURNED	10	21-Oct	1-Nov	
VERIFY LOCATION OF UNDERGROUND UTILITIES	3	4-Nov	6-Nov	
RELEASE OF GENERATOR UNIT	1	5-Nov	5-Nov	
SITE VISIT, PLANNING AND MEASUREMENTS	1	5-Nov	5-Nov	
DEMO EXISTING ASPHALT AND CONCRETE	3	6-Nov	8-Nov	
INSTALLATION OF CONCRETE PAD	5	11-Nov	15-Nov	
INSTALLATION OF GENERATOR GROUNDING SYSTEM	5	18-Nov	22-Nov	
RECEIVE ATS	1	18-Nov	18-Nov	
RELOCATE FUSE CABINET	1	20-Nov	20-Nov	
INSTALLATION OF NEW SIDEWALK AND TRAFFIC POSTS	3	25-Nov	27-Nov	
INSTALLATION OF NEW ATS	2	2-Dec	3-Dec	
INSTALLATION OF CONDUIT FROM GENERATOR TO ATS FOR POWER	10	2-Dec	13-Dec	
INSTALLATION OF CONDUIT FROM GENERATOR CONTROL PANEL TO ATS CONTROL PANEL	10	2-Dec	13-Dec	
INSTALLATION OF CONDUIT FROM REMOTE ALARM PANEL TO GENERATOR CONTROL PANEL	10	2-Dec	13-Dec	
INSTALLATION OF CONDUIT FROM LIGHTING PANEL LPEG1 TO PANEL F1	10	2-Dec	13-Dec	
INSTALLATION OF CONDUIT FROM POWER DISTRIBUTION BLOCKS TO ATS	10	2-Dec	13-Dec	
INSTALLATION OF CONDUIT FROM ATS TO MAIN BREAKER	10	2-Dec	13-Dec	
RECEIVE GENERATOR	1	24-Feb	24-Feb	
INSTALLATION OF GENERATOR	4	25-Feb	28-Feb	
INSTALL AND TERMINATE CONDUCTORS	5	3-Mar	7-Mar	
COORDINATION OF POWER OUTAGE	1	14-Mar	15-Mar	
DISCONNECT EXISTING CONDUCTORS FROM MAIN BREAKER AND REMOVE BUSSING	1	14-Mar	14-Mar	
INSTALL NEW LUGS	1	14-Mar	14-Mar	
CONNECT THE EXISTING CONDUCTORS TO THE DISTRIBUTION BLOCKS	1	14-Mar	14-Mar	



3150 E. YELLOWSTONE
Casper, WY 82609
307-237-3003, FAX 237-3009

CITY OF CASPER SERVICE CENTER EMERGENCY GENERATOR PROJECT SCHEDULE

DATE: 01/31/14

SEQUENCE OF CONSTRUCTION	DAYS	START	END	% COMPLETE
TERMINATE SURGE PROTECTOR CONDUCTORS	1	14-Mar	14-Mar	
TERMINATE WIRES AT ATS	1	14-Mar	14-Mar	
TERMINATE WIRES AT MAIN BREAKER	1	14-Mar	14-Mar	
SYSTEM TESTING, COMMISSIONING AND INSPECTION	4	18-Mar	21-Mar	
OWNER TRAINING AND FINAL COMPLETION	1	21-Mar	21-Mar	
SUBSTANTIAL COMPLETION	1	4-Apr	4-Apr	
FINAL COMPLETION		23-May	23-May	100%

NOTE: SCHEDULE MAY FLUCTUATE DEPENDING ON GENERATOR AND ATS SHIP DATES AND FIELD CONDITIONS. CASPER ELECTRIC RESERVES THE RIGHT TO MODIFY SCHEDULE TO MEET INTERNAL COMPANY NEEDS ON OTHER PROJECTS.

RESOLUTION NO. 14-62

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH CASPER ELECTRIC, INC., FOR A TIME EXTENSION ONLY FOR AN ALTERNATE GENERATOR ENCLOSURE FOR THE CASPER SERVICE CENTER GENERATOR INSTALLATION.

WHEREAS, the City of Casper desires to install an alternate generator enclosure for the Casper Service Center Generator Installation, Project No. 12-31; and,

WHEREAS, Casper Electric, Inc., is under contract with the City of Casper for the Casper Service Center Generator Installation, Project No. 12-31; and,

WHEREAS, Casper Electric, Inc., is able and willing to complete the work for Change Order No. 2.

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 Change Order No. 2 to the agreement between the City of Casper and Casper Electric, Inc., for performing additional work for an alternate generator enclosure related to the Casper Service Center Generator Installation Project for a time extension only of sixty-one (61) days and no change in price.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

March 18, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services
Casper Hogadon Ski Patrol and Maintenance Facility, Project No. 14-19.

Recommendation:

That Council, by resolution, authorize a contract for professional services with MOA Architecture for design services for the Casper Hogadon Ski Patrol and Maintenance Facility, Project No. 14-19, in the amount of \$157,600.

Summary:

The Hogadon Ski Area Master Plan, completed in July 2013, identified the need for a 9,700 square foot combination Ski Patrol and Maintenance Building. This project will evaluate the appropriateness of a combined maintenance and ski patrol facility, identify suitable sites for the facility giving consideration to the ultimate goals of the master plan, provide recommendations for the best use of the vacated ski patrol hut, and determine the best use of the old Administration Building (currently housing the Casper Mountain Racers and Casper Mountain Snow Sports School).

A request for proposals was sent to qualified consultants to furnish architectural design services for the project. Three firms responded and were interviewed for the project. Based upon project team qualifications, team management/organization, ability to recognize design opportunities in the project, demonstrated design experience, willingness to meet time requirements and community involvement of the firm, MOA Architecture was selected to provide the requested architectural services.

The agreement provides for MOA to work closely with a design committee consisting of City and Hogadon representatives during the site selection and design phases. MOA will prepare detailed plans and specifications, along with accurate cost estimates, to be able to publicly bid the project for construction. Bidding and construction administration services are not a part of this contract.

Funding for this project will be from 1%#14 funds allocated for the Ski Patrol Hut.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. MOA Architecture, 302 South David Street, Suite 210, Casper, Wyoming, 82601 ("Consultant").

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

RECITALS

- A. The City desires to design a new ski patrol and maintenance facility at the Casper Hogadon ski area.
- B. The project requires professional architectural services.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

PROJECT DESCRIPTION.

The Hogadon Ski Area Master Plan completed in July 2013 identified the need for a 9,700 square foot combination Ski Patrol and Maintenance Building. As part of this project, the selected architect will evaluate the appropriateness of a combined maintenance and ski patrol facility, identify suitable sites for the facility giving consideration to the ultimate goals of the master plan, provide recommendations for the best use of the vacated ski patrol hut, and determine the best use of the old Administration Building (currently housing the Casper Mountain Racers and Casper Mountain Snow Sports School).

The Consultant shall perform the following services in connection with and respecting the Project. Consultant shall understand the purpose of this contract will be to prepare design documents so that the project can be publicly bid in accordance with State Statutes for

construction of a new Ski Patrol and Maintenance Building, or best facility as determined by the architect, at the Casper Hogadon Ski Area.

The consultant will be responsible for the retention and payment of all sub-consultants in order to complete the objective of this project. These sub-consultants may include, but not be limited to, geotechnical engineers, civil engineers, mechanical engineers, electrical engineers, and structural engineers.

A. Schematic Design and Design Development Phases

1. The Consultant shall evaluate the Hogadon Ski Area Master Plan dated July 2013 and provide recommendations for or against combining the ski patrol and maintenance facilities. If combining the facilities is not recommended, the Consultant shall provide recommendations for constructing new separate facilities and/or utilizing existing space. Written concurrence shall be obtained from City staff before proceeding with further design.
2. The Consultant shall prepare a conceptual floor plan layout of the new facility to be reviewed and approved by the Owner prior to commencing with subsequent design.
3. The Consultant shall complete a site survey for the proposed site. The site survey shall consist of a site topographic survey with site elevations and topographic features. The consultant shall be responsible for hiring and paying for these services.
4. The Consultant shall conduct a Geotechnical investigation for the proposed site, containing information necessary to construct the proposed facility. Information shall contain, but not be limited to, soil characteristics and engineering properties, soil classification, and foundation recommendations. The consultant shall be responsible for hiring and paying for these services.
5. The Consultant shall prepare a preliminary plan. The preliminary plan shall move beyond the conceptual design developed and shall contain information such as final floor elevations, floor plans, and underground utility locations.
6. The Consultant shall meet regularly with the Owner during preliminary design to discuss project status and for Owner review and approval of design concepts on the construction drawings and specifications.

B. Final Design Phase

1. The Consultant shall develop and provide detailed construction drawings covering topographic surveys; site removal and plan layout; site grading plan; site utilities plan; floor plan and section details, structural details and other details covering room finish schedules, door and frame details, building

elevations; foundations and floor framing plans; roof framing and detail plans; schematic drawings and detail sheets associated with electrical, mechanical, water, sewer, power and other drawings necessary to provide complete construction documents.

2. The Consultant shall conduct final field surveys to collect topographic data, existing utilities and surface elevations necessary for preparation of detailed construction documents for the facility.
3. The Consultant shall make recommendations for piping, valves, meters, pumps, lighting, HVAC equipment, etc. that may utilize energy efficiency and related measures. Consultant shall meet with the Rocky Mountain Power representative to coordinate supporting efforts for the Energy FinAnswer rebate program for which the City may qualify.
4. The Consultant shall prepare a set of contract documents in order to publicly advertise and let bids for construction of the Project. Contract documents shall consist of bidding specifications, technical specifications and construction drawings.
5. All final construction drawings shall be plotted on reproducible bond paper, 24"x36" in size.
6. The Consultant shall provide the City with four (4) copies of the preliminary construction drawings and project manuals for review by the Owner.
7. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the City's CAD system. Final bid documents and drawings shall be provided to the City in AutoCAD and PDF format.
8. The Consultant shall prepare a project cost estimate when construction documents are approximately fifty percent (50%) complete, and two (2) weeks prior to public advertisement.

C. Computer-Aided Drafting Format.

1. The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be in AutoCAD and PDF and be compatible with existing City system.

D. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Casper Hogadon Ski Patrol and Maintenance Facility Project.

2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany City's Bid Form.
 - c. Edited by the Consultant "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final typing.
5. The Consultant shall affix his professional architect's/engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

E. Subconsultants.

1. The Consultant shall be responsible to procure any necessary subconsultant to complete the work.
2. The City and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

2. TIME OF PERFORMANCE:

The design services of the Consultant shall be undertaken and completed on or before the 18th day of July, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this agreement and the terms

of Exhibit "A", not to exceed a ceiling amount of One Hundred Fifty-Seven Thousand Six Hundred Dollars (\$157,600). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

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

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM:



A handwritten signature in blue ink, appearing to be 'M. J. ...', is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

CONSULTANT
MOA Architecture
302 South David Street, Suite 210
Casper, WY 82601

By: _____

Printed Name: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



MOA ARCHITECTURE

FIXED FEE PROPOSAL

March 6, 2014

City of Casper
 200 North David Street
 Casper, WY 82601

RE: CASPER HOGADON SKI PATROL AND MAINTENANCE FACILITY – PRICE PROPOSAL

Legal Entity Name: MOA Wyoming Inc., dba MOA ARCHITECTURE
 Address: 302 S. David Street, Suite 210, Casper, WY 82601
 Contact Person: Brandon Daigle, AIA, LEED AP
 307-268-9890 x212
bdaigle@moaarch.com

Mr. Beamer,

We are pleased to present our revised fee proposal for the Hogadon Ski Patrol and Maintenance facility. In order to meet your budget for design we have made the following modifications to our fee:

- 1) Reduced construction document design schedule from 8 weeks to 6 weeks, provided additional manpower during Schematic Design in order to progress the project beyond a typical SD package.
- 2) Removed preliminary fire protection design from mechanical scope of work.

It is important to note that by shortening the design schedule we will be requiring that decisions by the owner be made in a timely manner when presented and scheduled. The success this project will depend on strict adherence to the proposed schedule.

DESIGN LEVEL	PRICE
Programming	\$3,220.00
Surveying	\$8,157.00
Geotechnical Borings & Report	\$9,322.00
Schematic Design	\$28,502.00
Construction Documents	\$108,399.00
Bidding	\$0 – Not Included
Construction Administration	\$0 – Not Included
Total Fixed Fee	\$157,600

Please let us know if you have any further questions or need additional clarification about our scope modifications.

Respectfully Submitted,

MOA ARCHITECTURE

By:  _____
 Brandon Daigle, Principal

RESOLUTION NO. 14-63

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH MOA ARCHITECTURE, FOR DESIGN SERVICES FOR THE CASPER HOGADON SKI PATROL AND MAINTENANCE FACILITY PROJECT.

WHEREAS, the City of Casper desires to secure a local architectural firm to provide design services for the Casper Hogadon Ski Patrol and Maintenance Facility, Project No. 14-19; and,

WHEREAS, MOA Architecture is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with MOA Architecture for the services more specifically delineated in the contract agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Agreement, for a total amount not to exceed One Hundred Fifty-Seven Thousand Six Hundred Dollars (\$157,600).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

March 18, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Amendment No. 2 with WWC Engineering
Midwest Avenue Reconstruction Project, No. 12-68

Recommendation:

That Council, by resolution, authorize Amendment No. 2 to the contract for professional services with WWC Engineering for additional design and construction administration services for the Midwest Avenue Reconstruction Project, No. 12-68, in an amount not to exceed \$265,000, for a total contract amount of \$552,500.

Summary:

WWC Engineering is currently under contract with the City of Casper for the Midwest Avenue Reconstruction Project. This project provides design services to reconstruct Midwest Avenue between Poplar Street and Elm Street, Walnut Street between Midwest Avenue and West Yellowstone Highway, and West Yellowstone Highway between Walnut Street and Poplar Street. Amendment number 1 in the amount of \$37,500 authorized WWC to provide design and construction administration services for installation of a traffic signal at Poplar Street and Midwest Avenue. The signal project is currently out to bid with installation expected to be completed by September 12, 2014.

At the recent legislative session, the City of Casper was successful in securing a \$1,000,000 Community Readiness Grant from the Wyoming Business Council for the reconstruction of Yellowstone Highway from Walnut Street to Poplar Street and Walnut Street from Yellowstone Highway to Midwest Avenue. Funding in the amount of \$3,000,000 is also being transferred from 1%#14 Optional Sales Tax fund allocated to the Collins Drive project to the Midwest Avenue Reconstruction Project. These funding sources, combined with the \$1,000,000 currently budgeted for the Midwest Avenue project, allow for the construction of the improvements along West Yellowstone Highway and Walnut Street and the continuation of design services along Midwest Avenue from Elm Street to David Street. The reconstruction of West Yellowstone and Walnut Street is expected to cost \$2,000,000.

Staff has reviewed WWC Engineering's cost proposal to provide construction administration services for West Yellowstone Highway and Walnut Street and design services for Midwest Avenue between Elm Street and David Street and finds it in order. The amended contract with WWC Engineering will be \$552,000. City staff recommends that Council authorize the contract extension using funds available from the Optional 1%#14.

A resolution is prepared for Council's consideration.

AMENDMENT NO. 2
TO THE
CONTRACT FOR PROFESSIONAL SERVICES
WITH THE
CITY OF CASPER
FOR ADDITIONAL ENGINEERING SERVICES
FOR THE
MIDWEST AVENUE RECONSTRUCTION PROJECT
PROJECT NO. 12-68

The City of Casper, Owner, hereby authorizes Amendment No. 2 to the Contract for Professional Services with WWC Engineering for the Midwest Avenue Reconstruction Project, No. 12-68, dated December 18, 2012, to extend the amount of compensation to the Engineer by a sum not to exceed Two Hundred Sixty-Five Thousand and 00/100 Dollars (\$265,000.00). The total amount of compensation for the contract, including this Amendment, shall not exceed Five Hundred Fifty-Two Thousand Five Hundred and 00/100 Dollars (\$552,500.00) without written approval from the Owner.

It is agreed that the increase in the cost ceiling shall be reasonable compensation for performing additional design services along Midwest Avenue from Elm Street through David Street and construction administration services along Yellowstone Highway from Walnut Street to Poplar Street & Walnut Street from Yellowstone Highway to Midwest Avenue, as discussed in a letter from the Engineer to the Owner dated February 24, 2014, attached hereto and marked as Exhibit "A."

Amendment No. 1, as described herein, is agreed to and accepted by the parties executing below:

For the Owner, the City of Casper,

dated this _____ day of _____, 2014.

By: _____
Paul L. Meyer

Title: Mayor

Attest: _____
V.H. McDonald

Title: City Clerk

For the Engineer, WWC Engineering,

dated this 12 day of MARCH, 2014.

By: Dunlop

Title: BRANCH MANAGER

Attest: Shelby Estes

Title: Admin Assist #
City of Casper

EXHIBIT "A"



5810 East 2nd, Ste.200 • Casper, WY 82609 • (307) 473-2707
Fax (307) 237-0828 • E-mail: infocsp@wwcengineering.com

February 24, 2014

Andrew Beamer, P.E.
City Engineer
200 North David
Casper, Wyoming 82601

Dear Andrew:

WWC Engineering, BHA Design, and the rest of our team are pleased to provide you with the attached fee proposal for the Midwest Avenue Reconstruction Project extension (Elm through the David Street intersection) and the construction administration of Phase I, West Yellowstone Hwy and Walnut Street Reconstruction. Attached are the project limits as we understand them. The extension of the project design will include the Elm Street, Ash Street, and David Street intersections and the two blocks between these intersections. The design scope will be the same as the original project but below is a list of some of the assumptions we made for this project extension:

Project Design Extension:

- Additional geotechnical investigation will be conducted with two borings per block. Recommendations for surfacing thicknesses, utility trench backfill, and site grading will be reported based on the results of the field investigation.
- The project extension includes the design of 3 additional intersections BHA will prepare hand-drawn, color rendered, and annotated concepts for the three intersections based on the previously presented and approved themes. See attached exhibit for potential themes, subject to review and approval by City staff.
- Additional public involvement will be required for eleven adjacent landowners. Process anticipated to include two days of landowner meetings and one open house, with coordination by City staff as before. We also anticipate the need for multiple additional contracts with select landowners during design, based on experience from current design process.
- The storm sewer design will replace the trunkline along Midwest Avenue from the Ash Street intersection to Elm Street and along Elm Street to the stub out at West Yellowstone Hwy. The storm sewer design would include two additional rain gardens.
- The overhead power and utilities will be placed underground. Overhead power services will be converted to underground.
- Water and sanitary sewer improvements will include water main replacement, new fire hydrants, sewer manhole replacement, and sewer lining.

- A construction plan set and project manual will be created for the entire Midwest Avenue Reconstruction project.
- Construction administration services will be provided for the first phase of construction, to include West Yellowstone from Walnut to Poplar and Walnut from West Yellowstone to Midwest. We assume the scope of services during construction to be similar to previous CA projects. Attached is a draft scope used in preparation of the fee estimate.

Based on the cope and assumptions presented above, we propose to complete the design portion of the extension for \$110,000 and construction administration of Phase I for \$155,000 for a total professional services fee not to exceed \$265,000. Attached is a detailed fee proposal with breakouts of anticipated fees.

Please contact us if our understanding does not meet your expectations.

If you need additional information or have questions please feel free to contact our office. Thank you again for your consideration.

Respectfully,



Darrin Tromble, PE
Branch Manager
WWC Engineering

DT/h

k:\wwc\proposals\city of casper\midwest-\project extension\midwest ave casper_phase i.docx

**Midwest Avenue
Phase I Construction Administration:**

Scope of Services

A. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

- b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in Exhibit "B", "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".
- c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
- e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
- f. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.

During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of

these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. Construction Staking. Consultant shall provide construction staking services for the Contractor(s), as follows:
 - a. Establish horizontal and vertical control for construction.
 - b. Provide all necessary staking required for construction of project, including any surveys necessary for preparation of as-constructed drawings and quantity calculations and verification.
 - c. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work

thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.

12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate

compliance with, the Contract Documents), and shall transmit them to Owner with written comments.

14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b (Construction Phase).
15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 4-mil Mylar, 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings of the Project in digital format compatible with the Owners system, labeled as "Record Drawings-Paradise Drive Reconstruction Project 08-36".
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

Proposed Fee Schedule City of Casper MIDWEST AVENUE RECONSTRUCTION - EXTENSION WWC Engineering FEBRUARY 21, 2014	Total HRS	Total Labor Cost	Sub- Consultants	Total Expense Cost	Total Labor & Expenses
1. <u>Design Phase (Elm-David)</u>	<u>602</u>	<u>\$51,498</u>		<u>\$5,165</u>	\$56,663
A) Surveying and Mapping	69	\$6,443		\$2,500	
B) Verify and Locate Existing Utilities	34	\$3,078			
C) Road Design	44	\$3,988			
D) Drainage and Storm Sewer Design	52	\$4,614			
E) Utility Design	40	\$3,108			
F) Intersection Evaluation and Design	57	\$4,733			
G) Streetscape and Landscape Design	20	\$1,634			
H) Prepare Plans	72	\$5,864		\$800	
I) Prepare Specifications and Project Manual	34	\$2,648		\$1,500	
J) Plan Reviews, Revisions and Prepare Final Plans	40	\$2,948		\$100	
K) Right-of-Way Acquisition	48	\$3,936			
L) Public Involvement	92	\$8,504		\$265	
2. <u>Subconsultants (Design)</u>			<u>\$53,550</u>		\$53,550
A) BHA Design (Streetscape and Landscape Design)			\$38,600		
B) Tetra Tech (Geotechnical Investigation and Pavement Design)			\$4,450		
C) West Plains Engineering (Electrical Design)			\$10,500		
Subtotal Design Fee					\$110,213
3. <u>Construction Administration (100 Working Days)</u>	<u>1156</u>	<u>\$101,828</u>	<u>\$30,000</u>	<u>\$37,000</u>	\$138,828
A) Surveying and Staking	180	\$16,580		\$5,000	
B) Project Administration	128	\$12,776			
C) Construction Inspection	820	\$69,980		\$2,000	
D) Materials Testing	28	\$2,492	\$30,000	\$30,000	
4. <u>Subconsultants (Construction Administration)</u>			<u>\$16,750</u>		\$16,750
A) BHA Design (Streetscape and Landscape Design)			\$4,250		
B) West Plains Engineering (Construction Administration)			\$12,500		
Subtotal Construction Admin. Fee					\$155,578
					\$265,791

Total Fee Upset Amount: \$265,000.00

Note: Hourly rates used for calculation of labor costs are shown on the attached 2014 Schedule of Charges

Signed: 

Date: 2/21/14

Title: TRAVEL MANAGER



2014 SCHEDULE OF CHARGES

<i>PERSONNEL</i>	<i>HOURLY FEE</i>	<i>PERSONNEL</i>	<i>HOURLY FEE</i>
Principals of Firm	\$118	CADD Manager	\$76
Senior Technical Advisor	\$133	CADD Designer	\$73
Professional, Level 6	\$115	CADD Operator 2	\$70
Professional, Level 5	\$112	CADD Operator 1	\$64
Professional, Level 4	\$105	Technician Supervisor	\$76
Professional, Level 3	\$99	Technician 3	\$71
Professional, Level 2	\$93	Technician 2	\$67
Professional, Level 1	\$85	Technician 1	\$52
Systems Analyst 2	\$69	Administrative Specialist	\$63
Systems Analyst 1	\$61	Administrative Assistant	\$50

<i>EXPENSES</i>	<i>FEE</i>
Subcontractors	Cost + 15%
Equipment/Supply Purchases for Client	Cost + 15%
Travel Expense	Cost
Vehicle Mileage	\$.80/mile (\$25/day min.)

<i>OFFICE</i>	<i>FEE</i>
Photocopies	\$.12/page
Large Format Photocopies	\$.60/sq. ft.
Drawings- Large Format Plots	\$11/sheet
Drawings - 11"x 17"	\$1.30/page
Facsimiles	\$1/page
Expendables	Cost

<i>FIELD EQUIPMENT</i>	<i>FEE</i>
Data Logger With Single Transducer	\$80/day
Additional Transducers	\$25/day
Generator	\$100/day or \$250/week
Fluids Pump	\$100/day or \$250/week
Air Compressor	\$50/day or \$150/week
ATV	\$120/day or \$390/week
UTV	\$150/day or \$500/week
Power Hand Auger	\$15/hour
Troxler Nuclear Density Gauge	\$20/Test (min. 3 tests)

<i>ENVIRONMENTAL MONITORING</i>	<i>FEE</i>
Organic Vapor, O ₂ /LEL Meter	\$40/day
Water Level/Interface Probe	\$50/day
Disposable Bailer	\$10/each
Turbidity, pH, Conductivity, DO Meter	\$50/day
Hydrolab Meter	\$300/day
High Capacity In-Line Filter	\$25/each
Low Capacity In-Line Filter	\$15/each
Disposable No-Purge Sampler- Large	\$50/each
Disposable No-Purge Sampler- Small	\$35/each
Current Meter	\$30/day
Flow Meter	\$135/day or \$450/week
Water Level Recorder	\$30/day
Personnel AQ Monitor	\$30/day
Bailing Cord	\$.08/foot

<i>SURVEYING EQUIPMENT</i>	<i>FEE</i>
GPS	\$350/day
GeoXH GPS	\$50/day
Total Station	\$25/hour
Robotic Total Station	\$35/hour
Differential Level	\$15/hour
Underground Line Locator	\$100/day
Survey Rebar & Cap	\$7/each
Lath, Survey	\$19/bundle
Stakes	\$12/bundle

This schedule of charges shall be in effect from January 1 through December 31, 2014. These rates are subject to an annual adjustment to be determined by WWC Engineering and shall become its prevailing rates for the ensuing year.

EXHIBIT B
TO
CONTRACT FOR PROFESSIONAL SERVICES

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF
AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

Consultant shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Consultant in observing performance of the work of Consultant(s). The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR.

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison.
 - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples.
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples that are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.
 - c. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Rejection of Defective Work, Inspections, and Tests.
- a. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests are conducted in the presence of appropriate personnel, and observe, record, and report to Consultant appropriate details relative to the test procedures.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
6. Interpretation of Contract Documents. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendation to Consultant. Transmit to Contractor decisions as issued by Consultant.
8. Records.
- a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related

documents.

- b. To the extent permitted by RPR's presence on the site in accordance with Paragraph 1.3.3 of Part I - Agreement, Page I-2, keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports.

- a. Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and Schedule of Shop Drawing and sample submittals.
- b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to Consultant and Owner upon the occurrence of any accident.

10. Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Completion.

- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority.

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specially authorized by Consultant.

RESOLUTION NO. 14-64

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR THE MIDWEST AVENUE RECONSTRUCTION PROJECT.

WHEREAS, WWC Engineering, under a contract for professional services dated December 18, 2012, is providing design services for the Midwest Avenue Reconstruction Project; and,

WHEREAS, additional design and construction administration services are required to reconstruct West Yellowstone and Walnut Street and design Midwest Avenue improvements from Elm Street to David Street; and,

WHEREAS, the City of Casper desires to extend the scope of work with WWC Engineering to provide these additional services, and WWC Engineering is able and willing to provide those services as specified in Amendment No.2.

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, Amendment No. 2 to the contract for professional services between the City of Casper and WWC Engineering for additional design and construction administration services associated with the Midwest Avenue Reconstruction Project, in the amount of Two Hundred Sixty-Five Thousand Dollars (\$265,000).

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 an additional amount not to exceed Two Hundred Sixty-Five Thousand Dollars (\$265,000), for a total contract amount of Five Hundred Fifty-Two Thousand Five Hundred Dollars (\$552,500).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

March 18 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Sam H. Hobbs WWTP Headworks Screen Replacement, Project No. 10-41

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Lillard & Clark-Wyoming, Inc., for a price increase of \$38,880.00, as part of the Sam H. Hobbs Wastewater Treatment Plant (WWTP) Headworks Screen Replacement, Project No. 10-41.

Summary:

Lillard & Clark-Wyoming is under contract with the City of Casper for the Sam H. Hobbs WWTP Headworks Screen Replacement Project. Under the terms of this contract, the project consists of the replacement of two (2) existing coarse mechanical screening units with two (2) new fine screen units and appurtenances at the existing headworks structure within the Sam H. Hobbs Wastewater Treatment Plant.

Lillard & Clark-Wyoming was contracted in 2012 to replace the cover to digester No. 3, which required them to drain and clean out the entire digester before replacing the existing cover. As part of the FY 2014 maintenance budget, the City and the WWTP desires to drain and clean out digester No. 2 for inspection and to determine the need to replace the cover to digester No. 2 as part of a future capital project. City staff has recognized a potential in cost savings and timing in scheduling to have Lillard & Clark-Wyoming drain and clean out digester No. 2 and prepare it for inspection while they are already mobilized on site working on the headworks bar screen replacement project.

City staff recommends an increase in contract price of \$38,880.00, to have Lillard & Clark-Wyoming drain and clean out digester No. 2 and prepare it for inspection while they are on site working on the headworks screen replacement project. Engineering staff has reviewed this request and finds it reasonable.

Funding for this additional cost will be from City of Casper Public Utility Reserves. The final contract amount with Lillard & Clark-Wyoming will be \$968,380.00 with approval of this change order.

A resolution is prepared for Council's consideration.

CHANGE ORDER

No. 1

PROJECT: Sam H. Hobbs WWTP Headworks Screen Replacement

DATE OF ISSUANCE: 2/11/14
 OWNER: City of Casper

EFFECTIVE DATE: Upon execution by last party

OWNER's Project No. 10-41

CONTRACTOR: Lillard & Clark-Wyoming

ENGINEER: ARCADIS U.S., Inc.

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

Description: (see attached)

Reason for Change Order: (see attached)

Attachments: Change Order Summary and Support Documentation

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price \$929,500.00	Original Contract Times Substantial Completion: <u>255 (April 3, 2014)</u> Ready for final payment: <u>300 (May 18, 2014)</u>
Net changes from previous Change Orders No. <u>-</u> to No. <u>-</u> \$ <u>-0-</u>	Net change from previous Change Orders No. <u>-</u> to No. <u>-</u> <p style="text-align: center;">_____ 0 days</p>
Contract Price prior to this Change Order \$ <u>929,500.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>255 (April 3, 2014)</u> Ready for final payment: <u>300 (May 18, 2014)</u>
Net (increase) of this Change Order \$ <u>38,880</u>	Net of this Change Order <u>0 days</u> to Substantial Completion <u>0 days</u> to Final Completion
Contract Price with all approved Change Orders \$ <u>968,380.00</u>	Contract Times with all approved Change Orders Substantial Completion: <u>255 (April 3, 2014)</u> Ready for final payment: <u>300 (May 18, 2014)</u>

RECOMMENDED:
 ARCADIS-US, Inc.

APPROVED:
 City of Casper

ACCEPTED:
 Lillard & Clark - Wyoming

By: [Signature]
 Engineer (Authorized Signature)

By: _____
 Owner (Authorized Signature)

By: [Signature]
 Contractor (Authorized Signature)

Date: 3/3/14

Date: _____

Date: 2/20/14

LILLARD CLARK

January 29, 2014

Wyoming

Mr. William D. Reese, P.E.
Vice President
ARCADIS U.S., Inc.
2081 Vista Parkway
West Palm Beach, FL 33441

Re: City of Casper – Sam H. Hobbs WWTF Digester Cleaning Proposal

Mr. Reese,

Per your and the City's request, Lillard & Clark Wyoming is providing a proposal to clean out existing digester # 2.

Our price includes:

- The removal of manway/vent flanges for access for pumps and hoses
- Pumping of sludge/washdown water to existing drying beds (L&C will coordinate with City)
- The use of a crane to drop and maintain position of the pump near the center of the digester while pumping
- All necessary safety needs including watchmen (hole watch) when required, sniffers, air fans, ladders, rain gear for laborers, etc.
- Washdown of sides and bottom of digester
- New flange gaskets for manways/vents that were disassembled
- All supervision, labor, and subsistence
- Coordination with the City for safe access and inspection
- Inclusion of Davis Bacon wages to meet SRF and DEQ requirements

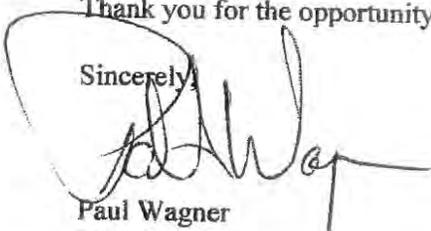
Our procedure will follow the methods used when cleaning the prior digester two years ago. This includes:

- The draw down the digester as much as possible before L&C begins work
- Utilization of City provided wash water
- Sludge and excess wash water will be sent to the City's drying beds
- Spraying or hosing down the interior of the digester with no scrubbing or scraping.

Total Proposal: \$38,880

Thank you for the opportunity.

Sincerely,


Paul Wagner
Vice President
Lillard & Clark Wyoming

RESOLUTION NO. 14-65

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH LILLARD & CLARK-WYOMING, INC., FOR THE SAM H. HOBBS WWTP HEADWORKS SCREEN REPLACEMENT PROJECT.

WHEREAS, Lillard & Clark-Wyoming, Inc., is performing services under the terms of an agreement with the City of Casper for the Sam H. Hobbs WWTP Headworks Screen Replacement Project, No. 10-41; and,

WHEREAS, the City of Casper desires to direct the contractor to perform additional work to complete the project; and,

WHEREAS, the cost for this adjustment will be paid for with the City of Casper Public Utility reserves.

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 Change Order No. 1 to the agreement with Lillard & Clark-Wyoming, Inc., for performing additional work related to Sam H. Hobbs WWTP Headworks Screen Replacement Project, in the amount of Thirty-Eight Thousand Eight Hundred Eighty Dollars (\$38,880.00).

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 Nine Hundred Sixty-Eight Thousand Three Hundred Eighty Dollars (\$968,380.00).

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

March 3, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a replat creating the Cabin Creek Estates No. 3 Addition.

Recommendation:

That Council, by resolution, approve the replat of Lots 1A-3B Cabin Creek Estates No. 2, to create Cabin Creek Estates No. 3.

Summary:

RPI Development, LLC and Cabin Creek Golf, LLC have applied for a replat of Lots 1A-3B Cabin Creek Estates No. 2, to create Cabin Creek Estates No. 3. The subject property is located adjacent to the Paradise Valley Country Club; is zoned PUD (Planned Unit Development); and is approximately 0.829-acres in size. The Cabin Creek Estates PUD is a residential subdivision that was approved in 2007. The subject property is currently platted as three (3) "A" and "B" twinhome lots, which would accommodate a total of six (6) individual dwelling units. The replat is consolidating the six (6) twinhome lots to create four (4) new, detached, single-family dwelling lots. The applicants have stated that the reason for the replat is a decreased demand for twinhome lots. The replat meets all minimum City standards, and the overall density of the development is being reduced from what was originally planned. The detached single-family structures will be required to comply with the architectural guidelines that were adopted when the PUD was approved in 2007.

The Planning and Zoning Commission recommended in favor of its approval at their public hearing on February 25, 2014. There were no public comments either for or against the case.

A resolution has been prepared for Council's consideration.

CABIN CREEK ESTATES NO. 3

Paradise Valley Golf Course



Legend
Proposed Cabin Creek Estates No. 3



RESOLUTION NO. 14-66

A RESOLUTION APPROVING THE REPLAT CREATING THE
CABIN CREEK ESTATES NO. 3 ADDITION

WHEREAS, an application has been made to replat six (6) lots described as Lots 1A-3B Cabin Creek Estates No. 2 to create the Cabin Creek Estates No. 3 Addition, located adjacent to the Paradise Valley Country Club, comprising 0.829-acres, more or less, and creating four (4) new lots; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing on February 25, 2014, a motion recommending that the City Council approve said replat; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the replat as described above.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

March 7, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Acceptance of two (2) Quitclaim Deeds for All of Lot 22, Block 2, Blackmore Vista Addition No. 4, Block 2, Lots 19, 20, 21 and 22, located on the south side of Blackmore Road, between Donegal and Newport Streets.

Recommendation:

That Council, by resolution, accept two (2) Quitclaim Deeds for All of Lot 22, Block 2, Blackmore Vista Addition No. 4, Block 2, Lots 19, 20, 21 and 22, located on the south side of Blackmore Road, between Donegal and Newport Streets.

Summary:

Blackmore Vista Homeowners' Association, a Wyoming non-profit corporation, and Blackmore Homes, Inc., a Wyoming corporation, desire to deed to the City a 0.43-acre parcel of property located south of Blackmore Road, between Donegal and Newport Streets. The property owners' intentions for the property are for the City to utilize it as a pull-out bus stop off of Blackmore Road. The City is in the process of determining the need/demand for a bus stop in this location, and after acceptance of the property, will determine its best use.

A resolution has been prepared for Council's consideration.

LOT 22, BLACKMORE VISTA ADDITION NO. 4, BLOCK 2, LOTS 19, 20, 21, AND 22

Ridge at Blackmore Apartments



Legend
Subject Property



QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Blackmore Vista Homeowners' Association, a Wyoming non-profit corporation, Grantor of the County of Natrona, State of Wyoming, for the consideration of TEN AND NO/100 (\$10.00) DOLLARS in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEYS and QUITCLAIMS to the City of Casper, a Wyoming municipality, 200 North David, City of Casper, County of Natrona, State of Wyoming, Grantee, all interest which Grantor has in the following described real property, situate in the County of Natrona in the State of Wyoming, to-wit:

See Exhibit A attached hereto.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 25th day of February, 2014.

BLACKMORE VISTA HOMEOWNERS' ASSOCIATION

By: [Signature]
Richard J. Bratton, President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Richard J. Bratton, the President of Blackmore Vista Homeowners' Association, a Wyoming non-profit corporation, this 25 day of February, 2014.

Witness my hand and official seal.

[SEAL]

[Signature]
Notary Public

My Commission expires:

05-03-2015

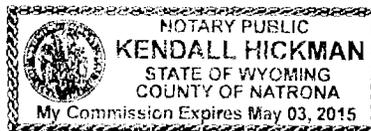




EXHIBIT "A"
CITY OF CASPER PARCEL
BLACKMORE VISTA ADDITION NO. 4
BLOCK 2, LOTS 19, 20, 21 & 22

A parcel of land being a portion of Blackmore Vista Addition No. 4, Block 2, Lots 19, 20, 21 & 22, City of Casper, Wyoming, as recorded September 4, 2013 as Instrument No. 958212, situate within the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, T.33N., R.78W., 6th P.M., and being more particularly described as follows:

All of Lot 22, Block 2, Blackmore Vista Addition No. 4, Block 2, Lots 19, 20, 21 & 22.

The above described parcel contains 0.43 acres, (18,858 s.f.), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in January, 2013, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Blackmore Homes, Inc., a Wyoming corporation, Grantor of the County of Natrona, State of Wyoming, for the consideration of TEN AND NO/100 (\$10.00) DOLLARS in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEYS and QUITCLAIMS to the City of Casper, a Wyoming municipality, 200 North David, City of Casper, County of Natrona, State of Wyoming, Grantee, all interest which Grantor has in the following described real property, situate in the County of Natrona in the State of Wyoming, to-wit:

See Exhibit A attached hereto.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 25 day of February, 2014.

BLACKMORE HOMES, INC.

By: Neil A. McMurry
Name: Neil A. McMurry
Title: Manager/Member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Neil A. McMurry, the Manager Member of Blackmore Homes, Inc., a Wyoming corporation, this 25 day of February, 2014.

Witness my hand and official seal.

[SEAL]

Kendall Hickman
Notary Public

My Commission expires:

05.03.2015

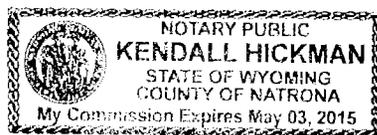




EXHIBIT "A"
CITY OF CASPER PARCEL
BLACKMORE VISTA ADDITION NO. 4
BLOCK 2, LOTS 19, 20, 21 & 22

A parcel of land being a portion of Blackmore Vista Addition No. 4, Block 2, Lots 19, 20, 21 & 22, City of Casper, Wyoming, as recorded September 4, 2013 as Instrument No. 958212, situate within the NW¼SW¼ of Section 7, T.33N., R.78W., 6th P.M., and being more particularly described as follows:

All of Lot 22, Block 2, Blackmore Vista Addition No. 4, Block 2, Lots 19, 20, 21 & 22.

The above described parcel contains 0.43 acres, (18,858 s.f.), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in January, 2013, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING CERTIFICATION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY

RESOLUTION NO. 14-67

A RESOLUTION AUTHORIZING ACCEPTANCE OF TWO QUITCLAIM DEEDS FOR ALL OF LOT 22, BLOCK 2, BLACKMORE VISTA ADDITION NO. 4, BLOCK 2, LOTS 19, 20, 21 AND 22.

WHEREAS, Blackmore Homes, Inc., a Wyoming corporation, and Blackmore Vista Homeowners' Association, a Wyoming non-profit corporation, desire to deed to the City of Casper a 0.43-acre parcel, more or less, described as All of Lot 22, Block 2, Blackmore Vista Addition No. 4, Block 2, Lots 19, 20, 21 and 22, located on the south side of Blackmore Road, between Donegal and Newport Streets; and,

WHEREAS, the City of Casper desires to accept said Quitclaim Deeds from Blackmore Homes, Inc., a Wyoming corporation, and Blackmore Vista Homeowners' Association, a Wyoming non-profit corporation for the property described above.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Quitclaim Deeds from Blackmore Homes, Inc., a Wyoming corporation, and Blackmore Vista Homeowners' Association, a Wyoming non-profit corporation for the property described as All of Lot 22, Block 2, Blackmore Vista Addition No. 4, Block 2, Lots 19, 20, 21 and 22 are hereby accepted by the City of Casper.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

March 12, 2014

MEMO TO: John C. Patterson, City Manager



FROM: Jim Wetzel, Chief of Police

SUBJECT: Lease Agreement with Platte River Crossing, LLC for the New Dispatch and Emergency Operations Centers

Recommendation:

That Council, by resolution, authorize a twenty-five (25) year lease agreement with Platte River Crossing, LLC for housing the new Dispatch and Emergency Operations Centers at 441 Landmark Drive, at an average annual cost of \$109,831.76.

Summary:

In June of 2013, Council approved the plans to lease space in Casper in the Nerd building for the new Public Safety and Communications (aka Dispatch) and Emergency Operations Centers, at an expected cost of \$3,661,932, which is an average annual cost of \$146,477.28, over the term of the lease.

The space build-out and lease came in under budget, and the details of the lease were reviewed by council at the March 11, 2014 work session. The average annual cost of leasing the new space came in at One Hundred Nine Thousand, Eight Hundred Thirty-One Dollars and Seventy-Six Cents (\$109,831.76).

Funding for this lease will come from the operational budget.

A resolution has been prepared for Council's consideration.

LEASE AGREEMENT – 441 Landmark Drive, Suite 320

THIS LEASE AGREEMENT (“lease”) is made and entered into this _____ day of _____ 2014, by and between the following parties:

1. PLATTE RIVER CROSSING, LLC, PO Box 2390, Casper, Wyoming, 82602 (“Lessor”).
2. THE CITY OF CASPER, Wyoming (“Lessee”), a municipal corporation, 200 North David Street, Casper, Wyoming 82601.

Throughout this lease, the Lessor and Lessee may be individually referred to as a “party” or collectively referred to as the “parties.”

IN CONSIDERATION of the covenants, agreements and obligations hereinafter contained Lessor hereby demises and leases unto Lessee the following described premises situated in the City of Casper, Natrona County, State of Wyoming:

Suite 320 of Lot 2, Blackmore Marketplace Addition No. 7, which is more commonly known as 441 Landmark Drive, Casper, Natrona County, Wyoming, Suite 320, containing a total of 6,506 square feet.

Lot 2, Blackmore Marketplace Addition No. 7, is more particularly described on the plat thereof, which was recorded as Instrument Number 941987 in the office of the Natrona County Clerk on December 14, 2012, and is attached hereto as Exhibit A.

LEASE TERM. Said lease shall be for a primary term of twenty-five (25) years, beginning February 1, 2014 and ending on January 31, 2039, unless sooner terminated as hereinafter provided. It is specifically agreed that said Lessee, at its option, may renew said lease for up to two (2), additional five (5) year periods under terms and conditions set forth below.

RENT FOR PREMISES. The Lessee covenants and agrees to pay Lessor as rent for said premises the liquidated sum of Two Million, Seven Hundred Forty-

Five Thousand, Seven Hundred Ninety-Four Dollars (\$2,745,794.00) for the whole and entire term hereof, which breaks down as follows:

YEARS	SQ. FT.	RATE	ANNUAL	MONTHLY	TOTAL LEASE
1-10	6,506	\$19.30	\$125,592.00	\$10,466.00	\$1,255,920.00
11-20	6,506	\$15.20	\$98,891.20	\$8,240.93	\$988,912.00
21-25	6,506	\$15.40	\$100,192.40	\$8,349.37	\$500,962.00
TOTAL TERM LEASE PAYMENTS					\$2,745,794.00

The Lessee desires to have the rent for the premises coincide with its annual fiscal year, which currently runs from July 1 through June 30, and Lessor finds that acceptable. Therefore, rent payments shall be made on the following schedule:

**Platte River Crossing LLC
Landmark Building
911 Lease Payments
Fiscal Year**

	1st Term Payment Due Dates	Annual Payment Amount	2nd Term Payment Due Dates	Annual Payment Amount	3rd Term Payment Due Dates	Annual Payment Amount
Partial Year	6/30/2014	52,330.00	6/30/2024	41,204.67	6/30/2034	41,746.85
	6/30/2015	125,592.00	6/30/2025	98,891.20	6/30/2035	100,192.40
	6/30/2016	125,592.00	6/30/2026	98,891.20	6/30/2036	100,192.40
	6/30/2017	125,592.00	6/30/2027	98,891.20	6/30/2037	100,192.40
	6/30/2018	125,592.00	6/30/2028	98,891.20	6/30/2038	100,192.40
	6/30/2019	125,592.00	6/30/2029	98,891.20	6/30/2039	58,445.55
	6/30/2020	125,592.00	6/30/2030	98,891.20		
	6/30/2021	125,592.00	6/30/2031	98,891.20		
	6/30/2022	125,592.00	6/30/2032	98,891.20		
	6/30/2023	125,592.00	6/30/2033	98,891.20		
	1/31/2024	73,262.00	1/31/2034	57,686.53		
		\$1,255,920.00		\$988,912.00		\$500,962.00

25-Year Grand Total \$2,745,794.00

All rent under this lease shall be payable without demand, demand being hereby waived by the Lessee, at the office of 747 West First Street, P.O Box 2390, Casper, Wyoming, 82602 or at such other place as the Lessor, his heirs, successors, devisees, grantees of assigns may from time designate by written notice to the Lessee.

- ◆ Lessee's renewal options. Lessee shall have the option to renew this lease for up to two (2), five (5) year terms. Lessee shall exercise said option by notifying Lessor in writing at least six months prior to the beginning of each renewal term. Rates for renewal option periods of five years beyond January 31, 2039 shall be determined by negotiation during the six month period prior to renewal.
- ◆ Sale of Building. The Lessor may, in the future, determine it is in its best interest to sell the building at 441 Landmark Drive, Casper, Wyoming. If the Lessor sells the building, the Lessee shall have the following options, which may be exercised at the sole discretion of the Lessee:
 1. Lessor shall include a provision in the sale agreement that the new building owner shall honor the provisions of this lease.
 2. The Lessee shall be given the first right of refusal to purchase the building at the offered price. The Lessee will have thirty (30) days, after receiving written notice from the Lessor about a bonafide offer, to match that offer.
 3. The Lessor will forego the remaining balance on the term of the existing lease.

INSURANCE:

Prior to commencement of work, Lessee shall procure and at all times maintain the following minimum insurance protecting the Lessee and Lessor against liability from damages because of injuries, including death,

suffered by persons, including employees of the Lessor, and liability from damages to property arising from and growing out of the Lessee's negligent operations in connection with the performance of this lease.

	<u>LIMITS</u>
Workers' Compensation	Statutory
Comprehensive General Liability	\$500,000 combined single unit

Lessee shall provide Lessor with certificates evidencing such insurance as outlined above prior to the execution of this lease. Lessee shall provide thirty (30) days advance written notice to the Lessor of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance (if any), shall list the City as an additional insured.

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

COVENANTS OF THE LESSEE:

1. Said Lessee does hereby covenant and agree with said Lessor that Lessee will:

(a) Pay rent at times and places without demand and in the manner aforesaid.

(b) Make all repairs, unless hereinafter provided, to the interior of the leased premises necessary for the occupancy of the Lessee (e.g., carpeting, painting), and to maintain such interior in the same condition of repair as it was at the commencement of this lease, ordinary wear and tear, and casualties set forth

hereafter in paragraph 3 (c) only, excepted. Lessee shall leave the leased premises at the expiration or prior termination of this lease, or any renewal or extension thereof, in as good a condition as received, or in which they may be put by the Lessor, excepting only reasonable wear and tear, and damage arising from the negligence or default of the Lessor, or Lessor's agents, employees, or for any cause set forth in paragraph 3 (c).

(c) The parties do not intend for the Lessee to pay for repairs or improvements to the building structure or building systems. Therefore, if the Lessee, its agents or employees did not negligently cause damage to the building structure or any of the building systems (e.g., roof, sidewalks, parking lot, HVAC, electrical, fire-sprinkler, natural gas, water, or sewer), Lessor will be responsible for all of those upgrades and repairs. But, if the Lessee, its agents or employees negligently cause damage to the building structure or any of its systems, Lessee shall be responsible to repair the building or system, or to pay for the reasonable cost of any such repair that is necessary.

(d) Any communications system that is proprietary to the Lessee's dispatch and emergency operations (e.g., roof top antennas for cellular service, microwave, 800 MHz system, or internet service) shall be repaired and upgraded at the sole cost of the Lessee.

(e) Use and occupy said premises in a careful, safe and proper manner, commit no waste therein or damage thereto, keep entire leased premises in a clean and sightly condition.

(f) Not use or occupy said premises for any unlawful purpose; conform to and obey all present and future laws, and ordinances, and all rules, regulations, requirements and orders of all governmental authorities or agencies, respecting the use and occupancy of the demised premises.

(g) Not use or occupy said premises, or permit the same to be used or occupied for any purpose deemed extra hazardous. The parties agree that police dispatch and emergency operations work is not deemed extra hazardous.

(h) Make no alterations or additions in or to said premises, nor use present floor or roof joists or trusses to support hoists or other similar equipment, without first securing the written consent of said Lessor; which consent shall not be unreasonably withheld. Provided, however, Lessee shall have the right to perform interior remodeling and to place exterior signage appropriate to Lessee's intended use of the premises.

(i) Assume all risk of breakage of any glass in said premises and promptly replace same at Lessee's expense any broken glass of same kind, quality and size; except, however, that any glass breakage due to structural defects of said premises or on account of fire or willful neglect of Lessor, shall be promptly replaced by and at the expense of Lessor.

(j) Not permit said demised premises to remain vacant or unoccupied for more than forty-five (45) consecutive days, excluding initial construction period not to exceed 120 days, at any time during the term of this lease without the written consent of the Lessor.

(k) Not assign or encumber this lease, nor underlet said demised premises, or any part thereof, without the written consent of the said Lessor; provided, however, Lessor shall not arbitrarily withhold consent to an assignment or sublease if the proposed assignee or sublessee is reputable, solvent, and the business operations will not increase fire or other insurance rates. Any granting by Lessor of his consent to an assignment or sublease by Lessee shall in no case be deemed a waiver of the requirement for prior written consent of Lessor to subsequent and successive assignments or subleases, and by such assignment or sublease shall not operate to eliminate, reduce or impair the Lessee's primary and continuous obligations and liabilities hereunder. Lessor specifically consents to the assignment or sublease of the premises for the purposes of the installation or upgrade of communications technology associated with police dispatch or emergency operations (e.g., roof top antennas for cellular, microwave, 800 MHz system, or internet service), provided that such can be accomplished while

maintaining the structural integrity of the building, and without violating the building code, or other local, state or federal law.

(l) Upon termination of this lease, promptly deliver up and surrender to Lessor, upon demand, the leased premises. Provided, however, Lessee shall have a six (6) month period of time from the termination of the lease to demobilize and move out of the leased space. During each month of that six month time period during which the Lessee has not moved out and surrendered the leased premises, Lessee shall pay monthly rent to the Lessor at the same rate as the previous month's rent before the lease terminated. Upon surrender of the premises at any time during the six month time period, no further rent shall be due, except for the current month's rent. All monthly payments shall be made by the last day of the month.

(m) Lessor and Lessee agree to equally share the costs of repair or replacement "as needed" to the generator located on the outside of the premise on the east side of the building. However, it is the parties' understanding that the current generator may be much larger than would what be required if an electrical load study was performed to size the generator to current demand/load. If the generator must be replaced, the Lessee and Lessor agree to have a demand/load study performed by a professional electrical engineering firm (or substantially similar consultant), and have the new generator sized properly for the current demand/load. The parties further understand that the tenancy in various parts of the building could change over time, and that a tenant could be brought in who spikes the electrical demand/load. Currently, the Lessee is thought to be the highest demand/load user in the building, and thus has agreed to pay half of the generator cost. If, however, at the time of generator replacement, the study shows that the Lessee is no longer the highest demand/load user, then the Lessee will pay a pro-rata, proportionate share of the generator cost based upon its demand/load, as determined by the demand/load study. For example, if the demand/load study shows that thirty percent (30%) of the sizing of the generator is due to the actual or

projected electrical load of the Lessee, then the Lessee will pay thirty percent (30%) of the cost of the generator.

COVENANTS OF LESSOR:

2. Lessor does hereby covenant and agree with Lessee:

(a) Lessor will maintain the exterior of the demised premises in good repair and condition, ALLOWING FOR NORMAL WEAR AND TEAR;

(b) Lessor will promptly and seasonably pay any and all taxes and assessments legally assessed against said premises;

(c) If the Lessee will pay the rent as herein provided, and will keep and observe and perform all of the material provisions of this lease to be kept, performed and observed by the Lessee, said Lessee shall and may peaceably have, hold and enjoy the said demised premises for the term aforesaid;

(d) Lessor shall pay all operating expenses during the term of this lease or any subsequent extension thereof. "Operating Expenses" shall mean all operating expenses of any kind or nature which are necessary, ordinary, or customarily incurred in connection with the operation, maintenance, repair and replacement of the Building components, Building systems, Building structure and the Building Complex. Operating Expenses shall include, but are not limited to: real property taxes, supplies, electricity, natural gas, water, fire alarm system, fire suppression system, HVAC system, sanitation, janitorial, general maintenance and repairs, roofing, siding, landscaping maintenance, snow removal, insurance, professional building management, legal and accounting.

MUTUAL COVENANTS:

3. It is mutually agreed by and between the Lessor and the Lessee that:

(a) All fixtures and/or equipment, except all permanent type remodeling or repairs and wiring equipment, which shall be permanently affixed thereto, shall continue to be the property of the Lessee, and may be removed by

the Lessee at the expiration or termination of this lease, or any renewal extension thereof; provided, however, that Lessee is not in default of any material provisions of this lease, or extensions or renewals thereof, and that Lessee shall at his own expense repair any injury to the premises resulting from such removal, and leave said premises in same condition as when received, usual wear and tear only excepted;

(b) All personal property of Lessee or Lessee's customers or invitees upon said demised premises shall be there at Lessee's sole risk and the Lessor shall not be liable for any loss or damage done to, or loss of such personal property, or for any damage or loss suffered by the business or occupation of the Lessee arising from any act or neglect of Lessee, or Lessee's employees or third persons, or from bursting water, sewer or gas lines, or overflowing or leaking water, sewer or gas lines, or from heating or plumbing fixtures, or from electric wires, or from gas, odors, or caused in any manner whatsoever, except if chargeable to negligent acts of Lessor or breach of any of Lessor's obligations hereunder;

(c) In event the leased premises shall become unfit for Lessee's use above specified, by reason of fire, explosion, or other cause beyond the control of the parties hereto, the Lessor shall have the option of restoring said premises to substantially the same of equal condition prior thereto within ninety (90) days after such event occurs; however, during the period of restoration, if the premises are wholly unsuitable for Lessee's intended use, latter shall pay no rent during said period, and upon completion of restoration Lessee may reoccupy and the primary term of this said lease shall be extended for a period equal to that during which Lessee shall be out of possession. If said premises cannot be restored within such ninety (90) day period after any such casualty, using local contractor and the available materials and at reasonable expense to Lessor, or Lessor should elect not to restore said premises, Lessee shall have the right to immediately cancel and

terminate this lease by giving written notice of such election to terminate, provided that rentals shall be adjusted and paid or repaid to date of casualty.

(d) The parties acknowledge that as of the date of this lease, there is currently an abundance of parking at the leased premises to which the Lessee has access. It is anticipated the Lessee will primarily park on the northeast side of the leased premises, but it is not required. If parking becomes inadequate for any reason, the parties agree to cooperatively amend this lease and assign an adequate number of spaces to the Lessee for its employees, agents or contractors.

(e) Lessor acknowledges that the Lessee's governmental operations are critical in protecting the peace, safety, health and welfare of the citizens of Casper, Wyoming. Those operations may occur seven days per week, twenty four hours per day. Lessor further acknowledges that information the Lessor receives in its course of operations may be confidential, sensitive or otherwise protected by law. Therefore, unless an imminent, potentially life-threatening emergency exists (e.g., fire in the building, terrorist attack, etc.), Lessor may not access or inspect the leased premises without the written permission of the Lessee. However, Lessor may access the leased premises to the same extent that the general public may do so, all in accordance with City of Casper policy and guidelines.

(f) If a petition in bankruptcy be filed by or against the Lessee, or if the Lessee be declared insolvent, or if the Lessee shall make an assignment for the benefit of creditors or otherwise, or if Lessee's leasehold interest shall be levied upon under execution or other process or a receiver to appointed for the Lessee whether under the operation of federal or state statutes, then and in any of said cases the whole rent for the full and entire term of this lease shall at once become due and payable and shall become a fixed liability absolutely owing to the Lessor in the same manner as if by the terms of this lease the whole rent for the full and entire term were payable in advance, and shall constitute a debt provable in bankruptcy or receivership; provided, however, that Lessor may by written

notice mailed to Lessee, waive any claim hereunder for the unpaid balance of rent for the full term hereof, and may without further notice to the Lessee or any assigns, transferee, receiver, trustee or any other person or persons, terminate this lease and immediately retake possession of said premises.

(g) If any installment of rent provided for herein shall not be paid when due, or within forty-five (45) days after written notice of such default has been mailed to Lessee, or if Lessee defaults under any of the other material provisions of this lease and remains in default thereof for a period of forty five (45) days after written notice of such default or defaults has been mailed to Lessee, Lessor may thereupon and at its election:

1. Declare immediately due and payable the whole rent for one full year, and, and the Lessor may by suit or otherwise proceed to collect the same, or

2. Terminate the lease, or pursue any other appropriate remedy or remedies based upon Lessee's default or defaults. Delay in the enforcement of any of the Lessor's remedies under any specific default or defaults by Lessee shall in no case be deemed a waiver of Lessor's rights thereafter to enforce any of such remedies under this same or any subsequent default of Lessee.

(h) If, after the expiration of this lease, Lessee shall remain in said premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month, on the same general conditions as provided in this lease, and rental for such tenancy unless otherwise agreed by the parties hereto, shall be the current rate plus ten percent (10%), which rental shall be payable in advance on the same day as provided in this lease.

(i) That all notices given pursuant to this agreement shall be in writing and shall be delivered to the parties hereto or sent by fax or regular mail to the addresses listed below:

NEIL A. MCMURRY, MANAGING MEMBER
PLATTE RIVER CROSSING, LLC
PO Box 2390
CASPER, WY 82602
Fax: 307.234.9817

JOHN C. PATTERSON, CITY MANAGER
CITY OF CASPER
200 N DAVID STREET
CASPER, WY 82601
Fax: 307.235.8313

(j) Time and manner of performance are of the essence of the within lease, all provisions of which are codependent, for the benefit of and binding upon the lessor and lessee, their respective heirs, successors, assigns and devisees as of the day and year first above written.

(k) The parties agree that this lease shall be recorded in the real estate records of the Natrona County Clerk's Office. Each party shall pay one-half of the cost of recording.

Approved as to form:



Lessor:



NEIL A. MCMURRY, MEMBER
PLATTE RIVER CROSSING, LLC

Lessee:

PAUL L. MEYER, MAYOR
CITY OF CASPER

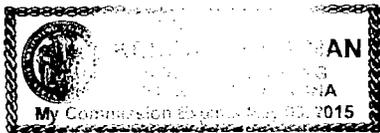
STATE OF WYOMING

COUNTY OF NATRONA

This instrument was acknowledged before me on March 5, 2014 by Neil A. McMurry as the Managing Member of Platte River Crossing, LLC.



Kendall Hickman
(Signature of notarial officer)



[My commission expires: 05-03-2015]

STATE OF WYOMING

COUNTY OF NATRONA

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

(Signature of notarial officer)

(Seal, if any)

[My commission expires: _____]

RESOLUTION NO. 14-68

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PLATTE RIVER CROSSING, LLC FOR LEASING SPACE IN THE NERD BUILDING FOR THE NEW DISPATCH AND EMERGENCY OPERATIONS CENTER.

WHEREAS, the City of Casper and the Casper Police Department are creating a new Dispatch and Emergency Operations Center on Casper's east side; and,

WHEREAS, the City desires to lease space in the Nerd Building at 441 Landmark Drive from Platte River Crossing, LLC for the new centers; and,

WHEREAS, Platte River Crossing, LLC represents that it is ready, willing, and able to provide the space to the City as required by the Lease Agreement.

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 Platte River Crossing, LLC for leasing space on and in a portion of its Nerd building, at a cost of Two Million, Seven Hundred Forty-Five Thousand, Nine Hundred Ninety-Four Dollars (\$2,745,994), which is an average annual rate of One Hundred Nine Thousand, Eight Hundred Thirty-One Dollars and Seventy-Six Cents (\$109,831.76), over the twenty-five (25) year term of the lease.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

February 19, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director 
SUBJECT: Discharge of Accounts Receivables

Recommendation:

That Council, by minute action, authorize the discharge of \$12,431.34 of uncollectible accounts receivable balances as outlined in staff's report dated January 31, 2014.

Summary:

Wyoming Statute 16-4-502 specifies that amounts owed the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying listing meets the certification requirement.

The City staff and its collection agency have exhausted all efforts to collect the accompanying accounts receivable listing due to bankruptcy, death, and imprisonment or not able to locate the person. The Finance Department has cross checked the current utility account, payroll, and accounts receivable database for names and addresses as a final check. \$7,865.02 is Non-Utility Accounts Receivable; \$4,566.32 is Utility Accounts Receivable.

The total balance of \$12,431.34 is being certified for discharge. The City of Casper and its collection agency has exhausted all efforts to collect these funds and has deemed this debt uncollectible.

CITY OF CASPER
FINANCIAL QUARTERLY WRITE-OFFS
1/31/2014

NON-UTILITY ACCOUNTS RECEIVABLE

Customer Name	Amount	Date	Reason for Write off
Adams, Robert S.	\$ 12.50	09/22/09	Efforts Exhausted
Anderson, R B	60.00	12/02/10	Efforts Exhausted
Andrus, Annette	40.00	09/22/09	Efforts Exhausted
Benson, Kenneth	785.00	11/19/09	Efforts Exhausted
Bernhardt, Brandon	110.00	11/16/11	Efforts Exhausted
Boosted Performance	10.00	03/23/09	Efforts Exhausted
Bovee, Ezra	22.00	08/25/08	Efforts Exhausted
Brite, William	70.00	05/21/12	Efforts Exhausted
Brownell, Brian G.	56.00	09/21/09	Efforts Exhausted
Carlson, Carolyn	45.00	09/26/08	Efforts Exhausted
Clark, John	129.66	11/05/09	Efforts Exhausted
Crespin, Paula J	94.00	08/12/11	Efforts Exhausted
Danda General	25.00	03/04/08	Efforts Exhausted
Dutton, Chasity	30.00	04/21/08	Efforts Exhausted
Federal National Mortgage Assoc.	418.95	07/23/09	Efforts Exhausted
Fleming, James	100.00	09/25/07	Efforts Exhausted
Forster, Tyler	35.00	05/14/09	Efforts Exhausted
Gallagher, Sherry	35.00	11/18/11	Efforts Exhausted
Gonzalez, Frank	48.00	09/22/09	Efforts Exhausted
Gonzalez, Monica Fierro	2.00	10/22/09	Efforts Exhausted
Gonzalez, Monica Fierro	120.00	10/22/09	Efforts Exhausted
Gray, Jan	146.71	11/05/09	Efforts Exhausted
Harvey, Allanna J.	299.00	09/24/07	Bankruptcy
Harvey, Allanna J.	1,218.00	09/24/07	Bankruptcy
Israel, Carl K.	7.70	09/24/09	Efforts Exhausted
Israel, Carl K.	15.00	09/27/07	Efforts Exhausted
Jenkins, Ashley	16.50	06/01/10	Efforts Exhausted
Johnston, James D.	10.00	05/01/08	Efforts Exhausted
Juarez, Johnathan	100.00	09/24/07	Efforts Exhausted
Knox, Debra	100.00	11/18/10	Efforts Exhausted
Knox, Debra	100.00	01/18/11	Efforts Exhausted
Kring, Amy	57.50	09/22/09	Efforts Exhausted
Leih, Shannon Lynn	60.00	09/25/07	Efforts Exhausted
Leih, Shannon Lynn	15.00	09/25/07	Efforts Exhausted
Lutkins, Gaye	99.00	10/21/08	Efforts Exhausted
M&D Constuction	25.00	08/03/09	Efforts Exhausted
McMcoy, Marlene	222.00	03/31/11	Efforts Exhausted
Mcmillin, Walt	70.83	08/23/12	Estate Liquidated
Ogrady, Penny	76.00	11/05/09	Bankruptcy

Pares, Adam	50.00	05/29/08	Efforts Exhausted
Patel, Chetan	385.54	07/23/09	Efforts Exhausted
Peterson, Patricia	130.00	05/21/12	Efforts Exhausted
Pfrimmer Brandi Dawn	16.50	01/05/10	Efforts Exhausted
Pieper, Erik/Carrie Gomez	43.35	06/16/11	Efforts Exhausted
Scheeman, Tiffany E.	30.00	03/23/09	Efforts Exhausted
Singer, Janet	68.00	11/13/09	Efforts Exhausted
Skinner, James L.	50.00	04/03/08	Efforts Exhausted
Swayze, Patti	70.00	07/03/10	Efforts Exhausted
Swayze, Patti	16.50	07/24/10	Efforts Exhausted
Tinker, Jeremiah B	1,368.00	06/16/11	Efforts Exhausted
Tinker, Jeremiah B	120.00	06/16/11	Efforts Exhausted
Tinsley, Robert Darrel	50.00	10/21/08	Efforts Exhausted
Weber, Stephanie M	9.00	10/06/11	Efforts Exhausted
Williamson, Karen	30.74	09/24/07	Efforts Exhausted
Wright, Amanda	48.00	05/29/08	Efforts Exhausted
Wright, Amanda	70.00	05/29/08	Efforts Exhausted
Wright, Amanda	36.00	05/29/08	Efforts Exhausted
Wright, Amanda	108.00	05/29/08	Efforts Exhausted
Wright, Frances, Jr	131.00	09/22/09	Efforts Exhausted
Wyoming Steel & Siding	21.50	05/14/09	Efforts Exhausted
Wyoming Steel And Vinyl Siding	76.54	03/31/09	Efforts Exhausted
Young, Andrea	50.00	07/28/10	Efforts Exhausted
TOTAL	\$ 7,865.02		

UTILITY ACCOUNTS RECEIVABLE

Customer Name	Amount	Date	Reason for Write off
Alvarez, Susan	\$ 413.39	03/15/13	Estate Liquidated
Bailey, Coralee	32.67	05/22/13	Estate Liquidated
Bernat, Randy	141.12	03/01/10	Bankruptcy
Burton, Rebecca	125.14	03/24/09	Bankruptcy
Caraveau, Lenora	149.23	03/01/10	Bankruptcy
Chavez, Jerry	206.52	07/30/09	Bankruptcy
Crider, Lorraine Marth	57.69	09/24/09	Bankruptcy
Crumbliss, Jennifer	93.83	04/10/08	Bankruptcy
Eastlund, Erica	20.12	03/01/10	Bankruptcy
Evers, Lisa Ann	74.83	02/08/12	Bankruptcy
Goodman, Echo Maxie	12.28	03/01/10	Bankruptcy
Hayes, Ronald	333.10	02/08/12	Bankruptcy
Jennings, Michelle	46.05	04/26/12	Bankruptcy
Johnson, Michael	34.68	05/06/10	Bankruptcy
Jordon, Jennifer	135.94	06/14/12	Bankruptcy
Knight, Cynthia Ray	115.34	04/14/11	Bankruptcy
Krause II, Jerome	256.36	01/31/13	Bankruptcy
Kring, Amy	101.33	10/15/09	Efforts Exhausted

M & D Construction	86.40	07/20/09	Efforts Exhausted
Marte, Tim	75.40	03/25/09	Bankruptcy
McDonald Homes LLC	142.45	03/01/10	Bankruptcy
McDonald Homes LLC	22.42	03/01/10	Bankruptcy
McMillin, Walt	132.68	07/18/12	Deceased
Miller, Gerald R	434.77	05/05/11	Bankruptcy
Norris, Kim	147.64	10/22/12	Bankruptcy
O'Grady, Penny	281.01	08/19/09	Bankruptcy
Pierson, Thomas	188.77	01/10/12	Bankruptcy
Reimer, Thomas A	92.43	03/01/10	Bankruptcy
Sample, Charles	33.27	11/16/09	Bankruptcy
Siems, Pete F	180.20	01/31/12	Estate Liquidated
Smith, Kenan	246.18	01/10/12	Bankruptcy
Tuttle, Kathy	133.00	06/26/07	Bankruptcy
Whinnery, Amy	20.08	04/26/12	Bankruptcy
TOTAL	\$ 4,566.32		

TOTAL BALANCE FOR WRITE-OFF -

\$12,431.34

March 4, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase of One Mid-Size Police Utility Vehicle

Recommendation:

That Council, by minute action, authorize the purchase of one new Ford Explorer Interceptor, from Fremont Motor Company-Lander, Lander, Wyoming, to be used in the K9 Division of the Casper Police Department in the amount of \$28,703.81, before trade-in.

Summary:

Bids for one (1) new Mid-Size Police Utility Vehicle were received on February 28, 2014. Two bids were supplied by local and statewide vendors. The bids are as follows:

<u>Bid Item</u>	<u>Mileage</u>	<u>Base Cost</u>	<u>Vendor</u>	<u>Trade-in Value</u>	<u>Total Cost</u>
'14 Ford Explorer Interceptor	New	\$28,703.81	Fremont	\$9,500	\$19,203.81
'14 Ford Explorer Interceptor	New	\$23,367	Greiner	\$5,250	\$22,361

This purchase will replace unit# 101172, and will be funded through the 1%#14 Allocation for the Casper Police Department's Capital Equipment Replacements.

March 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V. H. McDonald, Administrative Services Director 
Carla Mills-Laatsch, Customer Services Supervisor 

SUBJECT: Application for Taxicab Company Licenses

Recommendation:

That Council, by minute action, authorize the issuance of a taxicab company license to Adesta Spier, d.b.a. Turbo Taxi, located at 3524 Gila Bend Rd.

Summary:

An application to obtain a license to operate a taxicab company within the City of Casper has been received from the following:

- Adesta Spier, d.b.a. Turbo Taxi

The licensing process requires a background check to be conducted by the Chief of Police and provides that the City Council may refuse to issue the licenses for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy and the zoning of the property, at which the taxicab company is located, are also performed.

The background check for this individual from the Chief of Police did not reflect any issues; the property on which this company is located is properly zoned for the activity. Turbo Taxi is located in a residential zoned area. Code Enforcement staff has reviewed and approved this property for use by a taxi company as per the home occupation ordinance provisions of Chapter 17.12.140 of the Casper Municipal Code, please see attachment. The City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. This company's insurance policy has been reviewed and approved by Risk Management. Lastly, both applicants meet the qualification listed in Section 5.60.130 of the Casper Municipal Code.

DATE: March 7, 2014

MEMO TO: Carla Mills-Laatsch, Customer Services Super II.
Steven Freel, Lieutenant

FROM: Shelley LeClere, Code Enforcement Supervisor

SUBJECT: 3525 Gila Bend – Turbo Taxi

Copied below, from the Municipal Code, is the home occupation ordinance. As a home occupation, Turbo Taxi can operate out of the residence at 3524 Gila Bend as long as the requirements are adhered to for a home occupation. If complaints are received and can be substantiated, then a formal notice of violation would be issued and the operators of the home occupation would have to appear before the Planning and Zoning Commission to defend their case.

17.12.140 Home occupations.

A home occupation is a business/commercial use conducted primarily within the dwelling unit.

A home occupation is allowed as a permitted accessory use in any residential district, provided said home occupation complies with the requirements set forth in this section.

- A. A use conducted primarily within a dwelling unit in which no person other than members of the family residing on the premises is engaged; which is incidental and secondary to residential occupancy; which causes no change in the outside appearance of the building or premises; that provides off-street parking as set forth in Section 17.12.080; that does not employ equipment or a process creating dust, smoke glare, smoke, traffic attraction or excessive noise, as set forth in Chapter 8.20 of this code. Specifically prohibited is the outside storage and display of merchandise, any activity involving any external building alteration, window display, construction equipment, machinery or outside storage, parking of large vehicles such as wreckers, trucks, transporting semi-trucks and trailers, or other disturbing influences greater than those of other residential properties in the neighborhood. A garage sale that does not exceed three consecutive days or a total of three days in a ninety day period shall not be considered a home occupation.**
- 1. The total area primarily used for such purposes shall not exceed twenty-five percent of the floor area of the user's dwelling unit, including accessory buildings.**
 - 2. There shall be no exterior advertising other than identification of the home occupation by a sign, which shall be attached flush with the**

dwelling and shall not exceed one foot square in area and which shall not be illuminated.

3. A home occupation shall not be interpreted to include, but not limited to, the following: veterinary uses including boarding of animals, nursing home, ambulance service, body repair and painting, restaurants which do not include bed and breakfast, and taverns.
- B. If an oral or written complaint is filed with the planning director, and the alleged violation is substantiated by the zoning enforcement officer, a public hearing before the commission shall be required to determine the continuation of the home occupation. Upon receipt of the written complaint, the commission shall follow the procedures set forth in Section 17.12.220. The complaint should contain the following minimum information:
1. Name and address of the person or persons filing the complaint;
 2. Documentation of the alleged violation;
 3. Date the alleged violation started;
 4. Problems that the alleged violation has generated.
- C. Upon hearing the home occupation complaint, the commission may order the use:
1. Discontinued, if the commission finds that the use is in violation of this title, or is injurious to the health, safety, and welfare of the neighborhood;
 2. Continued with reasonable conditions on the use;
 3. Continued with no conditions on the use in the event it finds that the use complies with this title; or
 4. Continued without change after showing that a home occupation has existed and been in use for a period of at least five years in violation of this title and the city has not taken steps toward enforcement subject to the procedure set forth in Section 17.12.220(H)(1)—(4).

(Ord. 15-93 (part), 1993; Ord. 5-91 (part), 1991)

As per my conversation with Ms. Spier, she has confirmed that only one taxi cab will be parked on the property at any one time, and it will more than likely be parked in the garage when it is at the residence. She has also confirmed that no employees will be coming to the house to pick up a taxi cab and that customers will not be coming to the residence to “catch” a taxi cab. The taxi cab is only being dispatched from the house.

Therefore, as of this date, there is no conflict with the taxi cab business being operated as a home occupation at this address. If you have additional questions, please don't hesitate to contact me.



City of Casper
POLICE DEPARTMENT

201 North David — First Floor
Casper, Wyoming 82601

Date: 02-27-14

To: V.H McDonald, Administrative Services Director

Mark Trimble
From: Mark Trimble, Interim Chief

Reference: Recommendation for Issuing Taxi Cab Business Licenses

Recommendation:

Pursuant to the requirements of Casper Municipal Code 5.60.120, I recommend the issuance of Taxicab Company Licenses to be approved for the following businesses:

Turbo Taxi
Casper Cabs

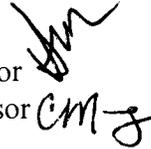
Summary:

The Casper Police Department received requests from applicants, for Taxicab Business licenses, to conduct necessary background checks as required by Casper Municipal Code Chapter 5.60- Vehicles For hire. To the extent possible, for the State of Wyoming only, timely background checks were performed on the individuals applying for the licenses. Fingerprints have been sent to the State of Wyoming Division of Criminal investigation and upon return, if there are items that would restrict the business license from being issued, any of those already issued are subject to revocation.

March 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V. H. McDonald, Administrative Services Director
Carla Mills-Laatsch, Customer Services Supervisor



SUBJECT: Application for Taxicab Company Licenses

Recommendation:

That Council, by minute action, authorize the issuance of a taxicab company license to Thomas Elliott, d.b.a. Casper Cabs, located at 1147 E 'C' St.

Summary:

An application to obtain a license to operate a taxicab company within the City of Casper has been received from the following:

- Thomas G. Elliott, d.b.a. Casper Cabs

The licensing process requires a background check to be conducted by the Chief of Police and provides that the City Council may refuse to issue the licenses for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy and the zoning of the property, at which the taxicab company is located, are also performed.

The background check for this individual from the Chief of Police did not reflect any issues; the property on which this company is located is properly zoned for the activity and the City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. This company's insurance policy has been reviewed and approved by Risk Management. Lastly, this applicant meets the qualification listed in Section 5.60.130 of the Casper Municipal Code.



City of Casper

Incorporated 1889
Casper, Wyoming 82601

Director
Community Development Department
200 North David Street
Phone (307) 235-8241
WWW.CASPERWY.GOV

March 11, 2014

Re: Zoning Compliance 1147 East "C" Street, Casper

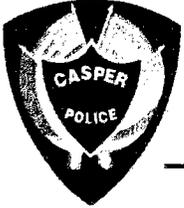
To Whom It May Concern:

Please be advised that the zoning classification of the property located at 1147 East "C" Street, Casper, WY is C-2 (General Business). It is my understanding that the property is presently occupied by the Casper Cab Company, which is considered to be a legal, conforming use at this location.

If you have further questions, please feel free to call me at (307)-235-8241.

Respectfully,

Craig Collins, AICP
Associate Planner



City of Casper
POLICE DEPARTMENT

201 North David — First Floor
Casper, Wyoming 82601

Date: 02-27-14

To: V.H McDonald, Administrative Services Director

From: 
Mark Trimble, Interim Chief

Reference: Recommendation for Issuing Taxi Cab Business Licenses

Recommendation:

Pursuant to the requirements of Casper Municipal Code 5.60.120, I recommend the issuance of Taxicab Company Licenses to be approved for the following businesses:

Turbo Taxi
Casper Cabs

Summary:

The Casper Police Department received requests from applicants, for Taxicab Business licenses, to conduct necessary background checks as required by Casper Municipal Code Chapter 5.60- Vehicles For hire. To the extent possible, for the State of Wyoming only, timely background checks were performed on the individuals applying for the licenses. Fingerprints have been sent to the State of Wyoming Division of Criminal investigation and upon return, if there are items that would restrict the business license from being issued, any of those already issued are subject to revocation.

March 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V. H. McDonald, Administrative Services Director

SUBJECT: Dispensing Room Change for L & L Liquors, Inc., dba Liquor Shed

Recommendation:

That Council, by minute action, approve a change in the dispensing room of the Liquor Shed, located at 240 South Wyoming Boulevard to be a 40' X 40' room on west side of building. Elimination of the package store section off the license as the separate serving room will be consistent with state law and all other retail liquor licenses in Casper.

Summary:

Casper Municipal Code Section 5.08.050.C requires that whenever a licensed or permitted facility is proposed to be expanded a new application shall be filed and no such expansion shall be made without the prior approval of the City Council. However, recently additional floor space was made available to this license holder by the building owner. Consequently the license holder was only in contact with a representative of the Wyoming Liquor Division who suggested that the additional 40' X 40' room be designated as the dispensing room (previously the entire premise was designated as the dispensing room).

From the exchange with the Wyoming Liquor Division representative, the license holder apparently believed that the space was so designated as the dispensing room. City staff learned of the serving room change from staff of the Wyoming Liquor Division after the room was put into service by the license holder. Consequently, this approval, if granted, is after the fact.

**L&L LIQUORS, INC.
dba LIQUOR SHED
4241 E. 2nd Street
Casper, WY 82609**

February 27, 2014

Jan Hensen
City of Casper
Finance Dept.
200 N. David
Casper, WY 82601

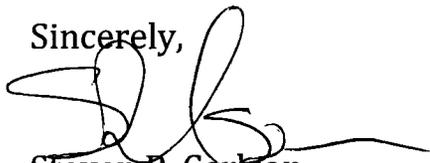
RE: Dispensing Room

Dear Jan:

Please be informed that our dispensing room is located in a separate room west of our package store, in a 40' * 40' area. Please let me know if you need any further information.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'S.P. Carlson', with a long horizontal flourish extending to the right.

Steven P. Carlson
Sec/Treas

February 25, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director
SUBJECT: Time Extension for Retail Liquor License #7

Recommendation:

That Council, by minute action, approve a one year extension for Forward Development, LLC holding Retail Liquor License #7, 441 Landmark Drive.

Summary:

Retail liquor licenses can be held, or parked, for up to two years without being utilized in a functional building housing an operating business. Additionally, upon a showing of good cause by the licensee, the City Council may extend the time period for the business holding the parked licenses to become operational. The extension may not exceed one year.

On June 20, 2012 Retail Liquor License #7 was transferred to Forward Development, LLC, 441 Landmark Drive, with the initial two year period expiring June 20, 2014. The license has been parked at this location and has been non-operational since the transfer. If the extension is approved the license will expire June 20, 2015.

The license holder is actively pursuing a location and business plan to establish a business to which this license would potentially be transferred through the required license transfer application process.

FORWARD DEVELOPMENT, LLC

747 WEST FIRST STREET
CASPER, WY 82601
307.234.0583

February 24, 2014

City of Casper
Attn: Jan
200 North David
Casper, WY 82601

RE: Retail Liquor License #7

Dear Jan,

Forward Development, LLC respectfully requests a one-year extension of the Non-Operational status for Retail Liquor License #7.

The license holder is actively pursuing buyers in multiple areas of town. Interest is being shown in the Old Yellowstone District, Platte River Commons and Blackmore Marketplace.

If you have any questions, please do not hesitate to contact me at 307-234-0583.

Respectfully,



Richard J. Bratton
Financial Manager

RJB/mlt

Cc: Neil A. "Mick" McMurry