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REGULAR COUNCIL MEETING

Tuesday, May 6, 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 APRIL 15, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 22, 2014
4. CONSIDERATION OF BILLS AND CLAIMS

5. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish May 20, 2014 as the Public Hearing Date for Consideration of:
 - a. **Transfer of Retail Liquor License #22**, from Wyoming Spirits, LLC to Wyoming Spirits, Inc., d.b.a. **2nd Street Liquor & Wine**, Located at 939 East 2nd Street.
 - b. **Adoption of 2014 National Electrical Code.**
 - c. Zone Change of Lot 5, **The Heights Addition No. 2**, and 64.28-acre Portion of SE1/4SW1/4, Section 8, T33N, R78W, 6th P.M., Natrona County, Wyoming, Located South of East Second Street at the Terminus of **Venture Way**, From PUD (Planned Unit Development) to AG (Urban Agriculture).
 - d. Revisions to the **PUD (Planned Unit Development) Guidelines** for the **McMurry Business Park PUD**.
2. Establish June 17, 2014 as the Public Hearing Date for Consideration of:
 - a. **Fiscal Year 2014 Budget Adjustments.**
 - b. **Adoption of the Fiscal Year 2014-2015 Budget.**

6. PUBLIC HEARINGS

A. Ordinance

1. **Zone Change** of Various Lots within the **Natrona County High School Campus** from R-4 (High Density Residential) to ED (Educational District).
2. Plat of a Portion of the NW1/4SE1/4 & NE1/4SW1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create **JTL Industrial Park**, located at **1525 East E Street**.
3. Plat of a Portion of the NE1/4SE1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create **BME Investments Addition No. 1**, Located at the Southwest Intersection of **North Beverly Street and I-25**.

6. PUBLIC HEARINGS (cont'd)

B. Resolution

1. Sale of City-owned Property Located at **319 West Midwest Avenue** described as Lot 1, OYD No. 2 Subdivision, an Addition to the City of Casper, Wyoming being portion of the SE¹/₄NW¹/₄ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming for **Economic Development Purposes** Pursuant to W.S. § 15-1-112(b)(i)(D).

C. Minute Action

1. New **Retail Liquor License** No. 36 to **Urban Market Wines LLC**, d.b.a. Urban Market Wines, Located at **319 West Midwest Avenue**.
2. New **Restaurant Liquor License** No. 11 to **Midwest Urban Development, LLC**, d.b.a. Midwest Market , Located at **319 West Midwest Avenue**.
3. Transfer of Ownership of **Retail Liquor License No. 8** to Crossroads View, Inc., to d.b.a. **Elevations** (formerly Sidelines) Located at 1121 Wilkins Circle.
4. New **Restaurant Liquor License No. 24** to JHT Restaurant Inc., dba **Lime Leaf Asian Bistro**, Located at 845 East 2nd Street.
5. City of Casper's Use of **Program Year 2014/2015 Community Development Block Grant (CDBG) Funds**.

7. ORDINANCES

A. First Reading:

1. **Amend Section 5.08.025** of the City of Casper Municipal Code Pertaining to **Issuance of Satellite Winery Permits**.
2. Consent
 - a. Consideration to **Create Casper Municipal Code 15.40.085** Allowing Penalties for Multiple **Nuisance Fire Alarms**.

8. RESOLUTIONS

- A. Authorizing Change Order No. 2 with **Wright Brothers**, The Building Company, LLC, in the Amount of \$25,919, for the **Municipal Golf Course Maintenance Facility** Project.
- B. Authorizing Agreement with **Ramshorn Construction, Inc.**, in the Amount of \$462,883.75, for the **David Street and 8th Street Improvements Project**.
- C. Authorizing the **Amendment No. 1** to **Ice Hockey Facility** Development Agreement at the Casper Events Center.
- D. Authorizing a **Collective Bargaining Contract** for 2014-2015 between the City of Casper and the **Firefighters Local Union 904**, I.A.F.F., AFL-CIO.
- E. Authorizing Contract for Professional Services Agreement with **Solid Waste Professionals of Wyoming**, in the Amount of \$54,500, for the **Biosolids Compost Area** and Unlined Construction and Demolition (C&D) Waste Cell Project.
- F. Consent.
 - 1. Authorizing an **Agreement** with **Natrona County for a Multi-Jurisdictional Enterprise-Wide Geographic System Database**.
 - 2. Authorizing a **Clock Donation Agreement** with **Ayres Jewelry Company and Panos & Deuel Investments, LLC** for the Donation of a Clock to the City, Located Upon the Sidewalk Adjacent to 116 and 117 East 2nd Street.
 - 3. Authorizing Agreement with **Siemens Energy, Inc.**, in the Amount of \$40,550, to Provide “Class I” Service on **Three Turblex Single-Stage Centrifugal Blowers** at the Wastewater Treatment Plant.
 - 4. Authorizing Agreement with **Concrete Conservation, Inc.**, in the Amount of \$80,000, for the **2014 Manhole Rehabilitation Project**.
 - 5. Authorizing **Outside-City Water Service Contract with Lloyd B. Putman**, Located at 7340 Grey Cloud Road.
 - 6. Authorizing Cooperative Agreement with the **Wyoming Department of Transportation**, in the Amount of \$123,382 for the **Wyoming Boulevard And East 12th Street Water Main Replacement Project**.

8. RESOLUTIONS (cont'd)

7. Authorizing Agreement with **Wayne Coleman Construction Inc.**, in the Amount of \$182,307, for the **Pratt Water Storage Tank Improvements Project**.
8. Authorizing Contract for Professional Services with **Complete Tree Service** in the Amount of \$12,990, for the **Grounds Maintenance Services** at Selected City Facilities.
9. Authorizing Contract with **Dowl/HKM**, in the Amount of \$25,000, for annual Metropolitan Planning Organization **Traffic Counts**.

9. MINUTE ACTION

A. Consent.

1. Acknowledging the Receipt of the **Summary Proposed FY15 Budget**.
2. Authorizing the Purchase of **Floor Care Equipment** from Norco, Casper, Wyoming to be used in the **Casper Events Center** Division of the Leisure Services Department, In the Amount of \$39,219.87.
3. Rescinding the Previous Award 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.
4. Authorizing the Issuance of a **Taxicab Company License** to Doug Esterline, dba **NC Cabs**, Located at 532 East Yellowstone Highway Apartment 1.

10. COMMUNICATIONS

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

12. ADJOURNMENT

ZONING CLASSIFICATIONS

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

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

Casper City Council met in regular session at 6:00 p.m., Tuesday, April 15, 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 Bertoglio, seconded by Councilman Schlager, to, by minute action, approve the minutes of the April 1, 2014, regular Council meeting, as published in the Casper-Star Tribune on April 11, 2014. Passed.

Moved by Councilman Hopkins, seconded by Councilman Bertoglio, to, by minute action, approve payment of the April 15, 2014, bills and claims, as audited by City Manager Patterson. Councilman Hedquist noted he wished to abstain from voting on invoices pertaining to Hedquist Construction. Passed.

Bills & Claims
04/15/14

1stAmerTitle	Services	\$500.00
71Constr	Services	\$911.40
A Davy	Refund	\$8.50
A Gray	Refund	\$65.95
A Hiatt	Reimb	\$29.68
A Kaehn	Refund	\$35.86
A Smith	Refund	\$13.93
Adecco	Services	\$1,030.25
AllianceElec	Services	\$889.81
AMBI	Services	\$366.26
AmericanLinen	Services	\$301.90
Amerigas	Goods	\$2,121.59
AmerTitle	Services	\$170.00
AtlanticElec	Services	\$4,013.29
AtlasOffice	Goods	\$400.00
B Crackel	Refund	\$54.76
B Craig	Refund	\$48.90
Balefill	Services	\$86,668.05
BankOfAmerica	Goods	\$230,475.79
C Kidder	Reimb	\$118.00
C Krugler	Reimb	\$188.00
C Roszel	Refund	\$56.23
Carbonhouse	Goods	\$6,300.00
CasperAmateurHockey	Funding	\$2,476.00

CasperPolice	Services	\$278.32
CasperPubUtilities	Services	\$113.76
CasperSoccerClub	Funding	\$614.30
CATC	Funding	\$20,023.00
CDWGvmt	Goods	\$36.00
Centurylink	Services	\$27,384.23
ChamberofCommerce	Funding	\$10,500.00
CityofCasper	Services	\$8,898.13
CityTowing	Services	\$85.00
CommTech	Goods	\$2,083.71
ComputerPros	Goods	\$307.83
Comtronix	Services	\$2,019.77
CrimeSceneInfo	Services	\$86.25
D Pierson	Refund	\$52.32
D Ruiz	Services	\$25.00
Dell	Goods	\$3,116.69
DeltaDental	Services	\$41,097.07
DesertMtn	Goods	\$111,189.57
E Becher	Reimb	\$197.00
E Schram	Refund	\$54.76
E Walters	Reimb	\$980.33
EnergyEquip	Goods	\$480.00
F Tremel	Reimb	\$8.96
FarmPlan	Goods	\$140.71
FirstData	Services	\$2,648.82
FirstInterstateBank	Fees	\$78.86
FirstInterstateCreditCard	Services	\$2,055.00
FoodSvcs	Goods	\$504.20
G Lyday	Refund	\$48.41
G Marsh	Fees	\$571.28
G Mitchell	Refund	\$56.23
G Wollerman	Refund	\$39.05
Gametime	Goods	\$24,946.71
GBSBenefits	Services	\$1,000.00
GolderAsoc	Services	\$14,125.13
GreensSewer	Services	\$98.00
HewlettPackard	Goods	\$6,204.80
Hitek	Services	\$3,590.00
Homax	Goods	\$41,310.07
HusseySeating	Goods	\$370,053.00
Interspec	Goods	\$75,620.00
ISC	Services	\$107,775.81
ISGThermalSystems	Goods	\$53,200.00
ITCElec	Services	\$232.00
J Chand	Refund	\$12.20
J Knott	Reimb	\$12.95

J Trongard	Reimb	\$120.00
J Woods	Refund	\$869.18
JonesTrailer	Goods	\$34,360.68
KTED	Services	\$240.00
KVR	Services	\$3,457.50
KZQL	Services	\$240.00
LaborReady	Services	\$14,120.58
LeadershipWy	Funding	\$300.00
LongBuildingTech	Services	\$3,747.58
M Kilts	Refund	\$48.71
Manpower	Services	\$2,425.20
Mastercard	Services	\$1,833.76
McMurryReadyMix	Refund	\$2,023.21
Microsoft	Services	\$3,876.65
MillsPolice	Services	\$702.00
Motorola	Services	\$98,975.93
N Yust	Refund	\$21.62
NatCountyClerk	Services	\$312.00
NatlDevelopmentCouncil	Services	\$833.33
NerdTech	Goods	\$825.75
NevesUniforms	Goods	\$509.45
Nicolaysen	Funding	\$1,879.74
NorthLineGIS	Services	\$2,720.00
OfficeStateLands	Services	\$96,220.69
P Harshman	Reimb	\$153.40
Pacificorp	Services	\$17.65
Paciolan	Services	\$4,169.90
PEOChapter	Refund	\$61.50
PepperTank	Goods	\$180.00
Pepsi	Goods	\$979.00
PhippsConst	Projects	\$14,180.00
PlasTanks	Goods	\$302.00
PostalPros	Services	\$1,610.13
ProcessFab	Refund	\$57.42
QualityOffice	Goods	\$2,616.60
R Brown	Reimb	\$110.40
R Tuma	Reimb	\$41.98
R Young	Reimb	\$86.30
RealtyExec	Services	\$150.00
RegionalWater	Services	\$255,632.70
ResourceStaff	Services	\$2,894.16
RockyMtnPower	Services	\$76,142.83
S Nelson	Reimb	\$55.65
S Wiscombe	Refund	\$20.08
SantiamEmergencyEquip	Goods	\$22,474.30
SchwartzBonWalkerStuder	Services	\$7,952.00

SheetMetalSpec	Goods	\$170.00
SleeEnterprises	Services	\$3,600.00
SourceGas	Services	\$9,253.68
StarTribune	Services	\$2,788.26
SuperSuds	Services	\$146.10
Sysco	Goods	\$1,974.56
T Armijo	Reimb	\$71.92
Terracon	Goods	\$6,407.54
TetraTech	Services	\$1,109.00
ThePeak	Goods	\$477.00
TireDistribution	Goods	\$2,106.78
TopOffice	Goods	\$210.80
TownSquareMedia	Services	\$988.00
UPS	Services	\$49.33
USWelding	Goods	\$1,315.33
Verizon	Services	\$242.52
VermeerSales	Goods	\$8,545.72
W Gonzales	Reimb	\$88.04
WardwellWater	Services	\$15.40
WasteWaterTreatment	Funding	\$215,519.69
WERCSCommunications	Services	\$1,015.00
WesternWaterConsult	Services	\$30,407.16
WilliamsPorterDay	Services	\$2,704.06
WirelessAdvancedComm	Goods	\$2,200.00
WolfGang	Services	\$3,833.33
WorthingtonLenhart&Carpenter	Services	\$7,894.50
WrightBrothers	Projects	\$72,933.27
WyAssocMunicipalities	Services	\$235.00
WyDeptRevenue	Taxes	\$6,721.31
WyDEQ	Services	\$3,711.98
WYDOT	Services	\$1,001.04
		\$2,319,487.26

Fire Chief King introduced Jennifer Henderson, recipient of the 2014 Woman of Distinction Award, to the Council. Chief King described the various community activities and volunteer work Jennifer participates in, as well as the leadership roles she serves within the Casper Fire-EMS Department. Mayor Meyer read and presented her with a proclamation and thanked her for her service.

Mayor Meyer then presented Cassia Smith, Administrative Analyst and Sarah Dykes, Revenue Coordinator, of the Administrative Services Department, certificates of recognition for their efforts in preparation of the City of Casper budget. The Government Finance Officers' Association has awarded the City of Casper its Distinguished Budget Presentation Award for its Fiscal Year 2014 budget.

Moved by Councilman Cathey, seconded by Councilman Powell, to, by minute action, establish May 6, 2013, as the public hearing date for the consideration of new Restaurant Liquor License No. 24 to JHT Restaurant Inc., dba Lime Leaf Asian Bistro; transfer of ownership of Retail Liquor License No. 8 to Crossroads View, Inc., to d.b.a. Elevations; zone change of various lots within the Natrona County High School Campus from R-4 to ED; plat to create JTL Industrial Park, located at 1525 East E Street; plat to create BME Investments Addition No. 1, located at the southwest intersection of North Beverly Street and I-25; and City of Casper's Use of Program Year 2014/2015 Community Development Block Grant Funds. Passed.

Following ordinance read:

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

Councilman Hedquist presented the foregoing ordinance for adoption, on second reading, by consent agenda. Seconded by Councilman Hopkins. Passed.

Following resolution read:

RESOLUTION NO. 14-89
A RESOLUTION AUTHORIZING A CONTRACT FOR
PROFESSIONAL SERVICES WITH INTERNATIONAL
COLISEUMS COMPANY FOR THE CASPER EVENTS
CENTER REFRIGERATED FLOOR PROJECT.

Councilman Powell presented the foregoing resolution for adoption. Seconded by Councilman Schlager. Doug Follick, City of Casper Leisure Services Director, provided a brief report. Councilmen Goodenough, Hedquist and Sandoval voted nay. Passed.

Following resolution read:

RESOLUTION NO. 14-92
A RESOLUTION AUTHORIZING A CONTRACT FOR
PROFESSIONAL SERVICES WITH ALTITUDE
RECYCLING EQUIPMENT, LLC, FOR REBUILDING
THE CITY'S TWO BALER CONVEYORS.

Councilman Bertoglio presented the foregoing resolution for adoption. Seconded by Councilman Hopkins. Acting City Manager Linda Witko provided a brief report. Councilmen Hedquist and Sandoval voted nay. Passed.

Following resolution read:

RESOLUTION NO. 14-95
A RESOLUTION AUTHORIZING A CONTRACT FOR
PROFESSIONAL SERVICES WITH BALD EAGLE
ROPEWAY GROUP FOR THE HOGADON YELLOW

CHAIRLIFT DRIVE AND CONTROL SYSTEM
PROJECT.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Bertoglio. Acting City Manager Linda Witko provided a brief report. Passed.

Following resolution read:

RESOLUTION NO. 14-99

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 PLC REPLACEMENTS PROJECT.

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

Following resolution read:

RESOLUTION NO. 14-101

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER ELECTRIC, INC., FOR THE POPLAR STREET AND MIDWEST AVENUE/KING BOULEVARD TRAFFIC SIGNAL PROJECT NO. 12-56.

Councilman Powell presented the foregoing resolution for adoption. Seconded by Councilman Hedquist. Acting City Manager Linda Witko provided a brief report. Passed.

Following resolution read:

RESOLUTION NO. 14-102

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NIX SIGNS COMPANY, LLC, FOR THE LANSING FIELD SCOREBOARD REPLACEMENT PROJECT.

Councilman Bertoglio presented the foregoing resolution for adoption. Seconded by Councilman Hedquist. Acting City Manager Linda Witko provided a brief report. Passed.

Mayor Meyer requested a brief recess at 7:05 p.m., and reconvened the meeting at 7:12 p.m.

Councilman Hedquist recused himself, and left the room.

Deputy City Attorney Chambers recused himself, and left the room.

Following resolution read

RESOLUTION NO. 14-106

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE INDEPENDENT HEARING OFFICER AND SETTING INFORMAL HEARING.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Sandoval. Judy Studer, Attorney at Law, provided a brief report. Individuals addressing the Council were Ken Ball, 4521 East 21st Street; and Michael Lansing, Attorney at Law. Councilmen Goodenough and Sandoval voted nay. Passed.

Councilman Hedquist, and Deputy City Attorney Chambers returned to the meeting.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14 -90

A RESOLUTION AUTHORIZING CONTRACTS WITH COWDIN CLEANING, AAA LANDSCAPING, BOOMTOWN COMMERCIAL SWEEPING LLC, AND D.Q.'S LAND SERVICE MAINTENANCE FOR WEED AND GRASS CUTTING AND REMOVAL, AND LITTER AND TRASH REMOVAL.

RESOLUTION NO. 14 -91

AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES, GBS BENEFITS, INC.

RESOLUTION NO. 14 -93

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH STELLAR PROGRAMMING & CONSULTING, INC., FOR SOFTWARE DEVELOPMENT TO INTERFACE CITY TRASH COLLECTION ROUTE AND CONTAINER DATA WITH ROUTESMART.

RESOLUTION NO. 14 -94

A RESOLUTION AUTHORIZING TWO LICENSE AGREEMENTS WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A SEWER LINE TO POWER SERVICE, INC., AT 5635 CHAPMAN PLACE.

RESOLUTION NO. 14 -96

A RESOLUTION AUTHORIZING A CONTRACT FOR

PROFESSIONAL SERVICES WITH TRACKER SOFTWARE CORPORATION FOR THE PURCHASE OF PUBWORKS JOB COSTING SOFTWARE FOR THE PUBLIC SERVICES DEPARTMENT.

RESOLUTION NO. 14 -97

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT TO PURCHASE NATIVE AND FRUIT TREES FOR GOODSTEIN PARK FROM KEEP AMERICA BEAUTIFUL.

RESOLUTION NO. 14 -98

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM KEEP AMERICA BEAUTIFUL FOR CIGARETTE LITTER PREVENTION AT ADVENTURELAND PARK.

RESOLUTION NO. 14 -100

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT BETWEEN THE CITY OF CASPER AND THE NATRONA COUNTY CONSERVATION DISTRICT.

RESOLUTION NO. 14 -103

A RESOLUTION AUTHORIZING A RIGHT -OF -WAY CONTRACT WITH PHILLIPS 66 PIPELINE LLC TO INSTALL AN 8 -INCH PIPELINE ACROSS EAST 2ND STREET.

RESOLUTION NO. 14 -104

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NATRONA COUNTY COMMISSIONERS FOR THE PROVISION OF JUVENILE DETENTION SERVICES.

RESOLUTION NO. 14 -105

A RESOLUTION AUTHORIZING A CONTRACT WITH ZUNESIS, INC. TO PROVIDE A HPc7000 BLADE CENTER.

RESOLUTION NO. 14 -107

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE STATE SMALL BUSINESS CREDIT INITIATIVE/LARAMIE CONSORTIUM OF PARTICIPATING MUNICIPALITIES APRIL 30, 2014

CERTIFICATION ON USE -OF- ALLOCATED FUNDS,
CONTINGENT UPON RECEIPT OF A CORRECTED
INDEPENDENT ACCOUNTANT'S REPORT ON
APPLYING AGREED -UPON PROCEDURES.

Councilman Bertoglio presented the foregoing twelve resolutions for adoption. Seconded by Councilman Hopkins. Mayor Meyer abstained from voting on Resolution No. 14-90 and Resolution No. 14-94. Councilman Goodenough voted nay on Resolution No. 14-107. Passed.

Moved by Councilman Sandoval, seconded by Councilman Schlager, to, by minute action, authorize the issuance of a taxicab company license to John Kohler, dba Blue Cab, LLC, located at 1055 South Melrose #B. Acting City Manager Witko provided a brief report. All voted aye except Councilman Goodenough. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Hopkins, to, by minute action, authorize the purchase of twenty-four new Wavetronix SmartSensor Digital Wave Radar Vehicle Detection Units from Advanced Traffic Products. Acting City Manager Witko provided a brief report. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Cathey, to, by minute action, authorize the discharge of uncollectible accounts receivable balances in the amount of \$6,372.46; reject bid submitted for the 2013 Stuckenhoff Restroom Addition Project; and approve Board/Commission Liaison Assignments, as outlined in staff's report dated April 8, 2014. Passed.

Lyle Bothel, 214 Laramie Avenue, addressed the Council.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, April 22, 2014, and at 7:00 a.m., Friday, April 25, 2014, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 6, 2014, in the Council Chambers.

Moved by Councilman Schlager, seconded by Councilman Bertoglio, to, by minute action adjourn. Passed. The meeting was adjourned at 8:30 p.m.

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

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

14-03-457 POSTAGE	\$2.72	
	\$2.72	Subtotal for Dept. Balefill
14-03-460 POSTAGE	\$51.33	
14-04-252 POSTAGE	\$63.94	
	\$115.27	Subtotal for Dept. Casper Events Center
14-04-248 POSTAGE	\$16.34	
	\$16.34	Subtotal for Dept. City Attorney
14-04-251 POSTAGE	\$37.10	
14-03-459 POSTAGE	\$20.62	
	\$57.72	Subtotal for Dept. Engineering
14-04-253 POSTAGE	\$351.73	
14-03-461 POSTAGE	\$303.27	
	\$655.00	Subtotal for Dept. Finance
14-03-462 POSTAGE	\$43.66	
14-04-254 POSTAGE	\$23.30	
	\$66.96	Subtotal for Dept. Fire
14-03-463 POSTAGE	\$7.58	
	\$7.58	Subtotal for Dept. Fort Caspar
14-04-261 POSTAGE	\$1.15	
14-03-468 POSTAGE	\$9.34	
	\$10.49	Subtotal for Dept. Human Resources
14-03-467 POSTAGE	\$50.50	
14-03-226 POSTAGE	\$66.62	
	\$117.12	Subtotal for Dept. Municipal Court
14-04-263 POSTAGE	\$124.99	
	\$124.99	Subtotal for Dept. Police
14-04-262 POSTAGE	\$0.57	
	\$0.57	Subtotal for Dept. Police Grants
14-03-473 POSTAGE	\$2.28	
14-04-266 POSTAGE	\$16.57	
	\$18.85	Subtotal for Dept. Property & Liability Insurance
14-03-474 POSTAGE	\$2.50	
	\$2.50	Subtotal for Dept. Refuse Collection
	\$1,196.11	Subtotal for Vendor

AAMOLD,MEGAN/CHRIS

0022021555 DEPOSIT/CREDIT REFUND

\$59.64	
\$59.64	Subtotal for Dept. Water
\$59.64	Subtotal for Vendor

ADAM AMICK

14-104 VIDEOS

\$3,000.00	
\$3,000.00	Subtotal for Dept. Refuse Collection
\$3,000.00	Subtotal for Vendor

ADBAY.COM

6282 CASPER COMMUNITY BRANDING PROJ

\$13,827.50	
\$13,827.50	Subtotal for Dept. Council

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

\$13,827.50 Subtotal for Vendor

AIRGAS INTERMOUNTAIN, INC.

9917277002 WELDING SUPPLIES

\$145.82

\$145.82 Subtotal for Dept. Balefill

9917277002 WELDING SUPPLIES

\$145.82

\$145.82 Subtotal for Dept. Refuse Collection

\$291.64 Subtotal for Vendor

ALLURETECH

61008 WIRELESS INTERNET SERVICE

\$42.00

\$42.00 Subtotal for Dept. City Hall

\$42.00 Subtotal for Vendor

ALTITUDE RECYCLING EQUIPMENT

1527 CONVEYORS REBUILD

\$21,506.30

\$21,506.30 Subtotal for Dept. Balefill

\$21,506.30 Subtotal for Vendor

AMANDA JASKOWAK

RIN0023595 TRAVEL EXPENSES

\$267.40

\$267.40 Subtotal for Dept. Aquatics

\$267.40 Subtotal for Vendor

AMERICAN LINEN, INC.

LCAS854634 OPERATING SUPPLIES-CATERING

\$373.30

LCAS853236 OPERATING SUPPLIES-CATERING

\$47.50

LCAS855138 OPERATING SUPPLIES-CATERING

\$90.15

LCAS853375 OPERATING SUPPLIES-CATERING

\$91.65

LCAS852857 OPERATING SUPPLIES-CATERING

\$66.50

LCAS853228 OPERATING SUPPLIES-CATERING

\$138.00

\$807.10 Subtotal for Dept. Casper Events Center

\$807.10 Subtotal for Vendor

AMERIGAS - CASPER

801638474 PROPANE

\$130.75

\$130.75 Subtotal for Dept. Balefill

53259395 PROPANE

\$61.18

53119251 PROPANE

\$57.10

53582409 PROPANE

\$34.98

\$153.26 Subtotal for Dept. Casper Events Center

\$284.01 Subtotal for Vendor

AMY MILES

RIN0023647 METH CONF SPEAKER FEES

\$1,727.96

\$1,727.96 Subtotal for Dept. Police Grants

\$1,727.96 Subtotal for Vendor

ANTLER WORKS

156168 UNUSUAL & SURVIVAL ITEMS

\$232.00

\$232.00 Subtotal for Dept. Fort Caspar

\$232.00 Subtotal for Vendor

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

ARCADIS U.S., INC.

0585266 ENGINEERING SERVICES CASPER

\$18,789.36

\$18,789.36 Subtotal for Dept. Garage

0585254 ENGINEERING SERVICES FOR WWTP

\$2,142.00

0585256 WWTP HEADWORKS BUILDING SCREEN

\$16,136.04

\$18,278.04 Subtotal for Dept. Waste Water

\$37,067.40 Subtotal for Vendor

ARROWHEAD, INC.

3274 HVAC MAINTENANCE

\$180.00

\$180.00 Subtotal for Dept. Balefill

\$180.00 Subtotal for Vendor

ASHLEY BUCHANAN

RIN0023591 REFUND OVER PAYMENT

\$15.33

\$15.33 Subtotal for Dept. Water

\$15.33 Subtotal for Vendor

ATKINS, CHANCE

0021972168 DEPOSIT/CREDIT REFUND

\$47.44

\$47.44 Subtotal for Dept. Water

\$47.44 Subtotal for Vendor

AURHOMES

0021931222 DEPOSIT/CREDIT REFUND

\$52.81

\$52.81 Subtotal for Dept. Water

\$52.81 Subtotal for Vendor

BANK OF HAWAII

RIN0023611 INV 01-012303

\$45.50

\$45.50 Subtotal for Dept. Police

\$45.50 Subtotal for Vendor

BAR-D SIGNS, INC.

25879 100 DECALS-RRT2

\$144.00

\$144.00 Subtotal for Dept. Special Assistance

\$144.00 Subtotal for Vendor

BASF CORP.

133588485 ZETAG 7593 DRY POLYMER

\$14,517.04

\$14,517.04 Subtotal for Dept. Waste Water

\$14,517.04 Subtotal for Vendor

BENJAMIN WORLEY

RIN0023600 BOOT REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Waste Water

\$75.00 Subtotal for Vendor

BEST WESTERN RAMKOTA HOTEL

225184 METH CONF ACCOMODATIONS

\$19,405.13

\$19,405.13 Subtotal for Dept. Police Grants

\$19,405.13 Subtotal for Vendor

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

BIZZELL, SHAWNELL

RIN0023670 REFUND OVERPAYMENT UM 6057102

\$39.52
\$39.52 Subtotal for Dept. Water
\$39.52 Subtotal for Vendor

BLANCH KNUDTSON

RIN0023593 REFUND OVER PAYMENT

\$10.00
\$10.00 Subtotal for Dept. Water
\$10.00 Subtotal for Vendor

BRIAN SCOTT

RIN0023664 REFUND PARK DEPOSIT

\$200.00
\$200.00 Subtotal for Dept. Recreation
\$200.00 Subtotal for Vendor

BRIAN STEINKE

410550 BOOT REIMBURSEMENT

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

BRIAN WILLIAMS

RIN0023574 CLOTHING ALLOWANCE

\$175.00
\$175.00 Subtotal for Dept. Balefill
\$175.00 Subtotal for Vendor

BRUCE A. RAISCH

R14018 GHOST TOWNS OF WYOMING BOOKS

\$156.00
\$156.00 Subtotal for Dept. Fort Caspar
\$156.00 Subtotal for Vendor

BUREAU OF DRIVER LICENSING

RIN0023610 DRIVING RECORDS

\$30.00
\$30.00 Subtotal for Dept. Police
\$30.00 Subtotal for Vendor

BUREAU OF RECLAMATION

90249098 CAID WATER ANNUAL PAYMENT

\$565.45
\$565.45 Subtotal for Dept. Water
\$565.45 Subtotal for Vendor

CANO, KIM

0022021558 DEPOSIT/CREDIT REFUND

\$16.71
\$16.71 Subtotal for Dept. Water
\$16.71 Subtotal for Vendor

CARL HALER

RIN0023590 CLOTHING ALLOWANCE

\$100.00
\$100.00 Subtotal for Dept. Water Treatment Plant
\$100.00 Subtotal for Vendor

CARNO, RIO/DOMINIC

0021972175 DEPOSIT/CREDIT REFUND

\$43.24
\$43.24 Subtotal for Dept. Water

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

\$43.24 Subtotal for Vendor

CAROLINA SOFTWARE

54086 WASTE WORKS SUPPORT
53967 WASTE WIZARD SUPPORT

\$450.00
\$250.00

\$700.00 Subtotal for Dept. Balefill
\$700.00 Subtotal for Vendor

CAROTHERS, JENNIFER

RIN0023676 REFUND OVERPAYMENT UM 1201905

\$20.07

\$20.07 Subtotal for Dept. Water
\$20.07 Subtotal for Vendor

CASELLE, INC.

56695 CONTRACT/MAINTENANCE 5/14

\$125.00

\$125.00 Subtotal for Dept. Finance
\$125.00 Subtotal for Vendor

CASEY WITTE

RIN0023678 REFUND OVERPAYMENT UM 644112

\$90.86

\$90.86 Subtotal for Dept. Water
\$90.86 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

RIN0023653 MAR 14 FTA CATC EXPENSES
RIN0023655 MAR 14 CITY BUS EXPENSES
RIN0023654 MAR 14 THE BUS SAT1% EXPENSES
RIN0023656 MAR 14 FTA THE BUS EXPENSES
RIN0023651 MAR 14 CATC SAT 1% EXPENSES
RIN0023652 MAR 14 CITY CATC EXPENSES

\$26,082.00
\$32,574.00
\$12,480.00
\$40,111.00
\$2,116.00
\$22,591.00

\$135,954.00 Subtotal for Dept. C.A.T.C.
\$135,954.00 Subtotal for Vendor

CASPER ELECTRIC, INC.

RIN0023650 CASPER SERVICE CENTER GENERATO

\$44,070.00

\$44,070.00 Subtotal for Dept. Garage
\$44,070.00 Subtotal for Vendor

CASPER HOUSING AUTHORITY

29892 BLDGS C & H REPAIRS TO OCCUPY

\$9,216.56

\$9,216.56 Subtotal for Dept. Life Steps Campus
\$9,216.56 Subtotal for Vendor

CASPER NORTH PROPERTIES

RIN0023673 REFUND OVERPAYMENT UM 452911

\$27.90

\$27.90 Subtotal for Dept. Water
\$27.90 Subtotal for Vendor

CASPER STAR TRIBUNE - LEGAL ADS ONLY

979328 AD
979413 AD
979086 AD

\$60.60
\$30.55
\$119.65

\$210.80 Subtotal for Dept. Planning

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

\$210.80 Subtotal for Vendor

CASPER STAR-TRIBUNE, INC.

RIN0023568 AD

\$6,000.00

\$6,000.00 Subtotal for Dept. Golf Course

978926 AD

\$20.88

978926 AD

\$198.71

410186 AD

\$12.90

410186 AD

\$122.70

\$355.19 Subtotal for Dept. Metropolitan Planning

\$6,355.19 Subtotal for Vendor

CBS CONSTRUCTORS

001 RETAINAGE

(\$6,450.00)

(\$6,450.00) Subtotal for Dept. Capital Projects

001 SPEEDWAY BLEACHER REPLACEMENT

\$129,000.00

\$129,000.00 Subtotal for Dept. Parks

\$122,550.00 Subtotal for Vendor

CENTURYLINK

RIN0023598 PHONE USE

\$42.10

RIN0023604 PHONE USE

\$73.26

RIN0023604 PHONE USE

\$114.76

\$230.12 Subtotal for Dept. Casper Events Center

RIN0023582 PHONE USE

\$126.26

RIN0023561 PHONE USE

\$73.98

\$200.24 Subtotal for Dept. City Hall

RIN0023582 PHONE USE

\$129.64

RIN0023586 PHONE USE

\$82.20

\$211.84 Subtotal for Dept. Communications Center

RIN0023586 PHONE USE

\$37.01

\$37.01 Subtotal for Dept. Engineering

RIN0023582 PHONE USE

\$949.57

RIN0023646 PHONE USE

\$277.10

RIN0023531 PHONE USE

\$145.01

\$1,371.68 Subtotal for Dept. Fire

RIN0023582 PHONE USE

\$389.91

\$389.91 Subtotal for Dept. Metro Animal

RIN0023598 PHONE USE

\$41.81

\$41.81 Subtotal for Dept. Municipal Court

RIN0023582 PHONE USE

\$122.16

\$122.16 Subtotal for Dept. Parking

RIN0023646 PHONE USE

\$57.71

RIN0023531 PHONE USE

\$28.85

RIN0023598 PHONE USE

\$37.01

\$123.57 Subtotal for Dept. Police

RIN0023586 PHONE USE

\$35.46

\$35.46 Subtotal for Dept. Sewer

RIN0023604 PHONE USE

\$112.50

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

RIN0023598 PHONE USE

RIN0023604 PHONE USE

\$112.50 Subtotal for Dept. Streets
 \$45.56
\$45.56 Subtotal for Dept. Traffic
 \$111.76
\$111.76 Subtotal for Dept. Waste Water
\$3,033.62 Subtotal for Vendor

CHARLES SIMONS

RIN0023680 TRAVEL EXPENSES

\$26.00
\$26.00 Subtotal for Dept. Police
\$26.00 Subtotal for Vendor

CHARTER

RIN0023599 INTERNET SERVICE APR 2014

\$11.20
\$11.20 Subtotal for Dept. Balefill
 \$29.88
\$29.88 Subtotal for Dept. Casper Events Center
 \$9.34
\$9.34 Subtotal for Dept. City Attorney
 \$9.36
\$9.36 Subtotal for Dept. City Manager
 \$14.94
\$14.94 Subtotal for Dept. Code Enforcement
 \$16.80
\$16.80 Subtotal for Dept. Council
 \$24.27
\$24.27 Subtotal for Dept. Engineering
 \$37.34
\$37.34 Subtotal for Dept. Finance
 \$37.34
\$37.34 Subtotal for Dept. Fire
 \$1.87
\$1.87 Subtotal for Dept. Fort Caspar
 \$11.20
\$11.20 Subtotal for Dept. Garage
 \$1.87
\$1.87 Subtotal for Dept. Golf Course
 \$5.60
\$5.60 Subtotal for Dept. Hogadon
 \$14.94
\$14.94 Subtotal for Dept. Human Resources
 \$5.60
\$5.60 Subtotal for Dept. Ice Arena
 \$22.41
\$22.41 Subtotal for Dept. Information Services
 \$18.67
\$18.67 Subtotal for Dept. Metro Animal
 \$0.36

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

RIN0023599 INTERNET SERVICE APR 2014	\$3.38	
	\$3.74	Subtotal for Dept. Metropolitan Planning
RIN0023599 INTERNET SERVICE APR 2014	\$11.20	
	\$11.20	Subtotal for Dept. Municipal Court
RIN0023599 INTERNET SERVICE APR 2014	\$16.80	
	\$16.80	Subtotal for Dept. Parks
RIN0023599 INTERNET SERVICE APR 2014	\$5.60	
	\$5.60	Subtotal for Dept. Planning
RIN0023599 INTERNET SERVICE APR 2014	\$82.16	
	\$82.16	Subtotal for Dept. Police
RIN0023599 INTERNET SERVICE APR 2014	\$18.67	
	\$18.67	Subtotal for Dept. Recreation
RIN0023599 INTERNET SERVICE APR 2014	\$3.73	
	\$3.73	Subtotal for Dept. Streets
RIN0023599 INTERNET SERVICE APR 2014	\$3.73	
	\$3.73	Subtotal for Dept. Traffic
RIN0023599 INTERNET SERVICE APR 2014	\$13.07	
	\$13.07	Subtotal for Dept. Waste Water
RIN0023599 INTERNET SERVICE APR 2014	\$18.67	
	\$18.67	Subtotal for Dept. Water
	\$450.00	Subtotal for Vendor
CHRISTINE REED		
RIN0023689 TRAVEL EXPENSES	\$154.00	
	\$154.00	Subtotal for Dept. Police
	\$154.00	Subtotal for Vendor
CITY TOWING		
14-113 TOWING	\$85.00	
14-119 TOWING	\$85.00	
14-105 TOWING	\$85.00	
	\$255.00	Subtotal for Dept. Police
	\$255.00	Subtotal for Vendor
CIVIL ENGINEERING PROFESSIONALS, INC.		
13-46-083 SALT CREEK HWY/20/26 BYPASS AN	\$867.50	
	\$867.50	Subtotal for Dept. Waste Water
12-68-16 ZONE II/III POPLAR 39TH WATER	\$1,478.71	
12-68-16 ZONE II/III POPLAR 39TH WATER	\$1,484.64	
13-12-10 PRATT II NORTH WATER STORAGE T	\$657.72	
	\$3,621.07	Subtotal for Dept. Water
	\$4,488.57	Subtotal for Vendor
CJ'S SOUND		
08874 METH CONF SOUND	\$800.00	
	\$800.00	Subtotal for Dept. Police Grants
	\$800.00	Subtotal for Vendor
CMI TECO, INC.		
14338 SALT/SAND SPREADER, INSTALLATI	\$4,101.00	

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

14336 MACK GU532, SINGLE-AXLE CAB &
 14339 SALT/SAND SPREADER, INSTALLATI

 14338 SALT/SAND SPREADER, INSTALLATI

\$83,699.00
 \$12,200.00
\$100,000.00 Subtotal for Dept. Parks
 \$43,999.00
\$43,999.00 Subtotal for Dept. Streets
\$143,999.00 Subtotal for Vendor

CNIC HEALTH SOLUTIONS, INC.

RIN0023638 STOP LOSS
 RIN0023638 ADMIN FEES

\$53,327.34
 \$22,538.08
\$75,865.42 Subtotal for Dept. Health Insurance
\$75,865.42 Subtotal for Vendor

COBAN TECH. INC.

7681 REPAIRS
 7894 REPAIRS
 7904 REPAIRS

\$172.00
 \$223.00
 \$125.00
\$520.00 Subtotal for Dept. Police
\$520.00 Subtotal for Vendor

COLETTE MATH

RIN0023674 REFUND OVERPAYMENT UM 2075501

\$65.61
\$65.61 Subtotal for Dept. Water
\$65.61 Subtotal for Vendor

COLLECTION CENTER INC.

974300000202 COLLECTION FEES

 972000000256 COLLECTION FEES

 972000000256 COLLECTION FEES

 972000000256 COLLECTION FEES

\$25.92
\$25.92 Subtotal for Dept. Recreation
 \$227.38
\$227.38 Subtotal for Dept. Refuse Collection
 \$172.81
\$172.81 Subtotal for Dept. Sewer
 \$509.32
\$509.32 Subtotal for Dept. Water
\$935.43 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

68529 REPAIRS
 68592 REPAIRS
 68533 REPAIRS
 68534 REPAIRS

\$49.00
 \$49.00
 \$49.00
 \$49.00
\$196.00 Subtotal for Dept. Police
\$196.00 Subtotal for Vendor

COMMUNITY ACTION PARTNERSHIP OF NC

4THQUARTERADV OPTIONAL 1%#14 SALES TAX
 4THQUARTERADV ADMINISTRATION
 4THQUARTERADV GENERAL FUND

\$43,750.00
 \$18,630.75
 \$10,410.75
\$72,791.50 Subtotal for Dept. Social Community Services
\$72,791.50 Subtotal for Vendor

COMMUNITY HEALTH CENTER OF CENTRAL WY., INC.

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

RIN0023619 TEXT TO TIP

\$1,666.67
\$1,666.67 Subtotal for Dept. Communications Center
\$1,666.67 Subtotal for Vendor

COMPUTER PROS. UNLIMITED

INV099391 TRIPP LITE 750VA UPS 6 OUTLET

\$259.98

\$259.98 Subtotal for Dept. Casper Events Center

INV098862 TECHNOLOGY

\$119.00

\$119.00 Subtotal for Dept. Information Services

INV099390 UPS

\$119.00

INV099403 UPS

\$119.00

INV099350 UPS

\$119.95

\$357.95 Subtotal for Dept. Police

\$736.93 Subtotal for Vendor

CONDELARIO, KYLE

0021972176 DEPOSIT/CREDIT REFUND

\$53.50

\$53.50 Subtotal for Dept. Water

\$53.50 Subtotal for Vendor

CONNIE GILBERT

RIN0023666 REFUND OVERPAYMENT UM 1705606

\$16.01

\$16.01 Subtotal for Dept. Water

\$16.01 Subtotal for Vendor

CONSTANCE LAKE

RIN0023566 ESRI AIRFARE

\$1,667.87

\$1,667.87 Subtotal for Dept. Planning

\$1,667.87 Subtotal for Vendor

COPPA, ANNETTE

0021931205 DEPOSIT/CREDIT REFUND

\$55.74

\$55.74 Subtotal for Dept. Water

\$55.74 Subtotal for Vendor

CRAIG BLACK

RIN0023584 TRAVEL EXPENSES

\$463.11

\$463.11 Subtotal for Dept. Police

\$463.11 Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-026 CRIME STOPPERS PHONE

\$86.25

\$86.25 Subtotal for Dept. Police

\$86.25 Subtotal for Vendor

DALE BUCKINGHAM ARCHITECTS

1938 ARCH/ENGINEERING AND CA FOR MU

\$2,017.50

\$2,017.50 Subtotal for Dept. Golf Course

\$2,017.50 Subtotal for Vendor

DARREN DOUGLAS

RIN0023686 TRAVEL EXPENSES

\$122.00

\$122.00 Subtotal for Dept. Police

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

\$122.00 Subtotal for Vendor

DAVID JORDAN

RIN0023578 BOOT REIMBURSEMENT

\$34.76

\$34.76 Subtotal for Dept. Balefill

\$34.76 Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

CM5677 FIXED INCOME MGT FEES

\$6,691.89

\$6,691.89 Subtotal for Dept. Finance

\$6,691.89 Subtotal for Vendor

DELL MARKETING LP

XJD3J1571 VLA OFFICE PRO PLUS 2013

\$338.35

\$338.35 Subtotal for Dept. Casper Events Center

XJD5PWWR4 BYOD PROJECT

\$873.90

\$873.90 Subtotal for Dept. City Manager

XJD78CND1 SOFTWARE UPDATES

\$373.35

XJD3J1598 SOFTWARE

\$2,030.10

\$2,403.45 Subtotal for Dept. Police

XJD3J1598 SOFTWARE

\$1,353.40

\$1,353.40 Subtotal for Dept. Police Grants

XJD3J1555 SOFTWARE FOR LAPTOP

\$338.35

\$338.35 Subtotal for Dept. Refuse Collection

\$5,307.45 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0023637 EMP. DENTAL

\$1,436.80

\$1,436.80 Subtotal for Dept. Health Insurance

\$1,436.80 Subtotal for Vendor

DEPT OF KANSAS REVENUE

RIN0023609 DRIVING RECORD

\$10.00

\$10.00 Subtotal for Dept. Police

\$10.00 Subtotal for Vendor

DESERT MTN. CORP.

13-33702 ICE SLICER

\$5,642.71

13-33174 ICE SLICER

\$4,565.17

13-33175 ICE SLICER

\$4,604.97

13-33925 ICE SLICER

\$5,741.48

\$20,554.33 Subtotal for Dept. Streets

\$20,554.33 Subtotal for Vendor

DIANA RUIZ

RIN0023548 INTERPRETER

\$25.00

\$25.00 Subtotal for Dept. Municipal Court

\$25.00 Subtotal for Vendor

DIEGO DIGS LLC

RIN0023668 REFUND OVERPAYMENT UM 1479915

\$56.44

\$56.44 Subtotal for Dept. Water

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

\$56.44 Subtotal for Vendor

DONNA VEE JOHNSTON

RIN0023615 THE 33-MILE ROAD BOOKS

\$120.00

\$120.00 Subtotal for Dept. Fort Caspar

\$120.00 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

2743 REWORK TAILGATE/ REWELD FISH P

\$935.00

\$935.00 Subtotal for Dept. Garage

\$935.00 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000129-14 SODIUM HYPOCHLORIDE

\$6,746.78

727000108-14 SODIUM HYPOCHLORIDE

\$6,772.12

\$13,518.90 Subtotal for Dept. Waste Water

727000114-14 SODIUM HYPOCHLORIDE

\$5,461.26

\$5,461.26 Subtotal for Dept. Water Treatment Plant

\$18,980.16 Subtotal for Vendor

ECOLAB PEST ELIMINATION DIV., INC.

3938802 COCKROACH PROGRAM

\$72.45

3938803 COCKROACH/RODENT PROGRAM

\$202.34

\$274.79 Subtotal for Dept. Casper Events Center

\$274.79 Subtotal for Vendor

ELIZABETH GRILL

RIN0023682 TRAVEL EXPENSES

\$167.61

\$167.61 Subtotal for Dept. City Attorney

\$167.61 Subtotal for Vendor

EMPCO, INC.

3266 PROMO EXAM FOR SERGEANT

\$2,376.00

\$2,376.00 Subtotal for Dept. Police

\$2,376.00 Subtotal for Vendor

FEILER, JAMES

0021931214 DEPOSIT/CREDIT REFUND

\$55.74

\$55.74 Subtotal for Dept. Water

\$55.74 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI950603 MERCHANT FEES

\$3,855.76

\$3,855.76 Subtotal for Dept. Balefill

REMI950597 MERCHANT FEES

\$2,769.69

REMI950604 MERCHANT FEES

\$46.38

REMI950605 MERCHANT FEES

\$1,715.75

\$4,531.82 Subtotal for Dept. Casper Events Center

REMI950598 MERCHANT FEES

\$31.14

\$31.14 Subtotal for Dept. Fort Caspar

REMI940121 MERCHANT FEES

\$664.91

REMI932213 MERCHANT FEES

\$1,088.97

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

REMI950600 MERCHANT FEES	\$616.17		
	\$2,370.05	Subtotal for Dept.	Hogadon
REMI940123 MERCHANT FEES	\$464.15		
	\$464.15	Subtotal for Dept.	Municipal Court
REMI950606 MERCHANT FEES	\$12.01		
	\$12.01	Subtotal for Dept.	Police Grants
REMI950596 MERCHANT FEES	\$1,423.12		
	\$1,423.12	Subtotal for Dept.	Water
	\$12,688.05	Subtotal for Vendor	
FIRST INTERSTATE BANK			
RIN0023585 MARCH FIB LOAN SERVICE FEE	\$35.00		
	\$35.00	Subtotal for Dept.	CDBG
RIN0023636 LOCKBOX MARCH FEES	\$2,269.08		
	\$2,269.08	Subtotal for Dept.	Finance
	\$2,304.08	Subtotal for Vendor	
FIRST INTERSTATE BANK - CREDIT CARD DIVISION			
RIN0023659 TRAVEL & TRAINING	\$20.00		
	\$20.00	Subtotal for Dept.	City Attorney
	\$20.00	Subtotal for Vendor	
FIRST INTERSTATE BANK - PETTY CASH			
RIN0023587 PETTY CASH	\$15.54		
	\$15.54	Subtotal for Dept.	Recreation
RIN0023618 PETTY CASH	\$0.82		
RIN0023618 PETTY CASH	\$20.83		
RIN0023618 PETTY CASH	\$20.45		
	\$42.10	Subtotal for Dept.	Fort Caspar
RIN0023620 PETTY CASH	\$60.00		
	\$60.00	Subtotal for Dept.	Recreation
RIN0023631 PETTY CASH	\$31.37		
RIN0023631 PETTY CASH	\$33.68		
RIN0023631 PETTY CASH	\$56.25		
RIN0023631 PETTY CASH	\$8.72		
RIN0023631 PETTY CASH	\$3.45		
RIN0023631 PETTY CASH	\$14.11		
RIN0023631 PETTY CASH	\$7.13		
RIN0023631 PETTY CASH	\$44.76		
RIN0023631 PETTY CASH	\$6.81		
	\$206.28	Subtotal for Dept.	Fire
RIN0023631 PETTY CASH	\$52.50		
	\$52.50	Subtotal for Dept.	Special Assistance
RIN0023688 PETTY CASH	\$14.25		
RIN0023688 PETTY CASH	\$91.96		
	\$106.21	Subtotal for Dept.	Metro Animal
	\$482.63	Subtotal for Vendor	
FOOD SVCS OF AMERICA			
4652572 CONCESSION SUPPLIES	\$1,896.30		

Bills and Claims

City of Casper

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\$1,896.30 Subtotal for Dept. Casper Events Center

\$1,896.30 Subtotal for Vendor

FULGHUM, SHANE

0021931210 DEPOSIT/CREDIT REFUND

\$41.78

\$41.78 Subtotal for Dept. Water

\$41.78 Subtotal for Vendor

GLORIA SPARKS

RIN0023592 TRAVEL EXPENSES

\$27.90

\$27.90 Subtotal for Dept. Water

\$27.90 Subtotal for Vendor

GOLDER ASSOCIATES

379544 LANDFILL GAS COLLECTION & CONT

\$7,973.44

\$7,973.44 Subtotal for Dept. Balefill

\$7,973.44 Subtotal for Vendor

GRANICUS, INC.

53937 MAINTENANCE

\$725.00

\$725.00 Subtotal for Dept. Information Services

\$725.00 Subtotal for Vendor

GSG ARCHITECTURE

17535 FIRE STATION 2 REPLACEMENT DES

\$3,000.00

\$3,000.00 Subtotal for Dept. Fire

17545 DESIGN OF SOLID WASTE SANITATI

\$5,792.38

\$5,792.38 Subtotal for Dept. Refuse Collection

\$8,792.38 Subtotal for Vendor

HANSEN, BRITTANY

0021931209 DEPOSIT/CREDIT REFUND

\$7.32

\$7.32 Subtotal for Dept. Water

\$7.32 Subtotal for Vendor

HARDY BROTHERS PROPERTIES

RIN0023671 REFUND OVERPAYMENT UM 1922003

\$37.82

\$37.82 Subtotal for Dept. Water

\$37.82 Subtotal for Vendor

HAZELTON, COURTNEY

0021972177 DEPOSIT/CREDIT REFUND

\$59.64

\$59.64 Subtotal for Dept. Water

\$59.64 Subtotal for Vendor

HDR ENGINEERING, INC.

00410508-H ON-GOING STUDIES, TASKS AND

\$2,749.12

\$2,749.12 Subtotal for Dept. Water

\$2,749.12 Subtotal for Vendor

HEWLETT PACKARD

54185356 MONITOR

\$205.00

54195976 ADAPTOR FOR MONITOR

\$29.00

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

	\$234.00	Subtotal for Dept.	Code Enforcement
53753293 HP COMFORT GRIP WIRELESS MOUSE	\$19.00		
	\$19.00	Subtotal for Dept.	Hogadon
54156660 TECHNOLOGY	\$576.70		
	\$576.70	Subtotal for Dept.	Information Services
54143618 MONITOR	\$205.00		
	\$205.00	Subtotal for Dept.	Police
54193155 METH CONF COMPUTERS	\$4,518.52		
	\$4,518.52	Subtotal for Dept.	Police Grants
	\$5,553.22	Subtotal for Vendor	
HIGH COUNTRY CONSTRUCTION, INC			
RIN0023649 BIOSOLIDS COMPOST AREA & UNLIN	\$184,023.44		
	\$184,023.44	Subtotal for Dept.	Waste Water
RIN0023649 RETAINAGE	(\$18,402.34)		
	(\$18,402.34)	Subtotal for Dept.	Water
	\$165,621.10	Subtotal for Vendor	
HKD SNOWMAKERS			
3974 HIGH TEMP COMTROL CARD	\$364.14		
3975 OVER TEMPERATURE SWITCH	\$190.45		
	\$554.59	Subtotal for Dept.	Hogadon
	\$554.59	Subtotal for Vendor	
HOLMES, APRIL/DOUG			
0021931215 DEPOSIT/CREDIT REFUND	\$39.28		
	\$39.28	Subtotal for Dept.	Water
	\$39.28	Subtotal for Vendor	
HOLMES, RYAN			
0021931219 DEPOSIT/CREDIT REFUND	\$14.24		
	\$14.24	Subtotal for Dept.	Water
	\$14.24	Subtotal for Vendor	
HOMAX OIL SALES, INC.			
0231054-IN 3 CASES 10W30 OIL	\$109.71		
0230847-IN CASES OF 10W30 OIL	\$109.71		
0232879-IN OIL,5W20 BULK	\$1,410.85		
0232925-IN DEF, BLUE 2.5 GAL	\$660.80		
0232587-IN DIESEL FUEL	\$23,943.04		
0232590-IN UNLEADED FUEL	\$24,966.24		
0235120-IN OIL,	\$345.60		
0232587-IN DIESEL FUEL	\$258.93		
0232587-IN DIESEL FUEL	\$125.65		
	\$51,930.53	Subtotal for Dept.	Garage
0234426-IN UNLEADED GASOLINE, DIESEL FUEL	\$5,038.89		
	\$5,038.89	Subtotal for Dept.	Golf Course
0231058-IN BLUE DEF UREA	\$49.56		
	\$49.56	Subtotal for Dept.	Water
	\$57,018.98	Subtotal for Vendor	

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

HOMOLKA PAINTING

609581 LABOR & MAT'L & PAINT

\$3,300.00
\$3,300.00 Subtotal for Dept. Water
\$3,300.00 Subtotal for Vendor

HOWELL, KIMBERLY

0021931220 DEPOSIT/CREDIT REFUND

\$59.16
\$59.16 Subtotal for Dept. Water
\$59.16 Subtotal for Vendor

HUDSON, DEBRA

0021972169 DEPOSIT/CREDIT REFUND

\$18.11
\$18.11 Subtotal for Dept. Water
\$18.11 Subtotal for Vendor

HUSSEY SEATING CO.

3 RETAINAGE

(\$190.00)
(\$190.00) Subtotal for Dept. Capital Projects

3 CASPER EVENTS CENTER ARENA SEA

\$14,523.52

3 CASPER EVENTS CENTER ARENA SEA

\$26,283.48

\$40,807.00 Subtotal for Dept. Casper Events Center

3 CASPER EVENTS CENTER ARENA SEA

\$12,993.00

\$12,993.00 Subtotal for Dept. City Manager

\$53,610.00 Subtotal for Vendor

INFORMATION SYSTEMS CONSULTING, INC.

SST000106 EMC VNX 5200 UNIFIED STORAGE

\$49,217.50
\$49,217.50 Subtotal for Dept. City Manager

SIN005861 LABOR FOR DISPATCH MOVE

\$33,360.00

SIN005759 DISPATCH MOVE

\$3,660.00

SIN005737 FUNDS FOR PSCC NETWORK SWITCH

\$1,028.63

\$38,048.63 Subtotal for Dept. Communications Center

SIN005791 HR Tech PHONE:S/N FCH1744945P

\$324.35

\$324.35 Subtotal for Dept. Human Resources

SIN005599 SMARTTRACK VERTICAL CABLE MANA

\$379.85

\$379.85 Subtotal for Dept. Police

SST000106 EMC VNX 5200 UNIFIED STORAGE

\$22,500.00

\$22,500.00 Subtotal for Dept. Police Dept

\$110,470.33 Subtotal for Vendor

INTERSPEC

15161 IRRIGATION CONTROLLER SYSTEM

\$60,120.00

15160 IRRIGATION CONTROLLER SYSTEM

\$4,080.00

\$64,200.00 Subtotal for Dept. Parks

\$64,200.00 Subtotal for Vendor

J CHAD PROFESSIONAL TRAINING/TALL COP SAYS ST

14-027 METH CONF SPEAKER COSTS

\$2,194.11

\$2,194.11 Subtotal for Dept. Police Grants

\$2,194.11 Subtotal for Vendor

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

JACKSON, RON

0021931217 DEPOSIT/CREDIT REFUND

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

JAMES SHIPLEY

RIN0023617 RETURN OF DEPOSIT 041914 EVENT

\$55.00
\$55.00 Subtotal for Dept. Recreation
\$55.00 Subtotal for Vendor

JC KIRK

RIN0023603 WORK BOOTS/CLOTHING ALLOWANCE

\$75.00
\$75.00 Subtotal for Dept. Refuse Collection
\$75.00 Subtotal for Vendor

JEFFREY BULLARD

RIN0023685 TRAVEL EXPENSES

\$10.00
\$10.00 Subtotal for Dept. Police
\$10.00 Subtotal for Vendor

JEREMY EASTIN

RIN0023683 TRAVEL EXPENSES

\$122.00
\$122.00 Subtotal for Dept. Police
\$122.00 Subtotal for Vendor

JKC ENGINEERING

RIN0023635 CASPER YOUTH BASEBALL FIELD OF

\$2,231.25
\$2,231.25 Subtotal for Dept. Parks
\$2,231.25 Subtotal for Vendor

JOHN D. CHAMBERS, P.C.

RIN0023547 INTERPRETER

RIN0023569 INTERPRETER

\$65.00
\$65.00
\$130.00 Subtotal for Dept. Municipal Court
\$130.00 Subtotal for Vendor

JOHN HATCHER

9357 CLOTHING ALLOWANCE

\$500.00
\$500.00 Subtotal for Dept. Police
\$500.00 Subtotal for Vendor

JOHN STEWART

RIN0023594 REFUND OVER PAYMENT

\$85.74
\$85.74 Subtotal for Dept. Water
\$85.74 Subtotal for Vendor

JON PETERSON

RIN0023684 TRAVEL EXPENSES

\$122.00
\$122.00 Subtotal for Dept. Police
\$122.00 Subtotal for Vendor

JOSEPH HUGGENBERGER

RIN0023632 TRAVEL EXPENSES

\$457.39

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

\$457.39 Subtotal for Dept. Traffic
\$457.39 Subtotal for Vendor

JWI INVESTMENTS

RIN0023669 REFUND OVERPAYMENT UM 2156911

\$36.97
\$36.97 Subtotal for Dept. Water
\$36.97 Subtotal for Vendor

KCWY-TV

16443-1 GOLF ADVERTISING

\$275.00
\$275.00 Subtotal for Dept. Golf Course
\$275.00 Subtotal for Vendor

KIDD, LAURIE/QUINTON

0021931203 DEPOSIT/CREDIT REFUND

\$8.81
\$8.81 Subtotal for Dept. Water
\$8.81 Subtotal for Vendor

KOSKIE, CHANTZ

RIN0023667 REFUND OVERPAYMENT UM 177307

\$42.38
\$42.38 Subtotal for Dept. Water
\$42.38 Subtotal for Vendor

KTWO TELEVISION

14515 HOGADON SKI REPORT ADVERTISING

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

LABOR READY CENTRAL, INC.

18263387 MAINTENANCE PERSONNEL
18215484 LABOR
18223629 LABOR
18256902 LABOR
18240621 LABOR
18256901 MAINTENANCE PERSONNEL
18215483 MAINTENANCE PERSONNEL
18240620 MAINTENANCE PERSONNEL
18188137 MAINTENANCE PERSONNEL
18223628 MAINTENANCE PERSONNEL
18263388 LABOR

\$549.11
\$641.70
\$743.86
\$2,100.68
\$581.03
\$1,008.83
\$791.74
\$593.84
\$2,617.90
\$702.35
\$581.03
\$10,912.07 Subtotal for Dept. Casper Events Center
\$10,912.07 Subtotal for Vendor

LEE HUDDLESTON

RIN0023679 REFUND OVERPAYMENT UM 1785303

\$113.53
\$113.53 Subtotal for Dept. Water
\$113.53 Subtotal for Vendor

LEHMAN, ANDREW

0021972172 DEPOSIT/CREDIT REFUND

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

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

LINA

RIN0023588 LIFE INS PREMIUM

\$287.71

\$287.71 Subtotal for Dept. Health Insurance

\$287.71 Subtotal for Vendor

LISTON, SAM

0021972170 DEPOSIT/CREDIT REFUND

\$27.20

\$27.20 Subtotal for Dept. Water

\$27.20 Subtotal for Vendor

MACHART, NITIPORN

0021931211 DEPOSIT/CREDIT REFUND

\$57.95

\$57.95 Subtotal for Dept. Water

\$57.95 Subtotal for Vendor

MANPOWER, INC.

26916182 CASHIER

\$812.94

26974324 CASHIER

\$220.16

26945351 CASHIER

\$193.74

\$1,226.84 Subtotal for Dept. Casper Events Center

\$1,226.84 Subtotal for Vendor

MARTIN, AMBER/HOOVER J

0021931206 DEPOSIT/CREDIT REFUND

\$54.05

\$54.05 Subtotal for Dept. Water

\$54.05 Subtotal for Vendor

MASTERCARD

RIN0023661 COMMERCIAL PLUMBING INSPECTOR

\$99.00

\$99.00 Subtotal for Dept. Code Enforcement

RIN0023661 ASFPM WEBINAR

\$33.46

RIN0023661 ROTARY DUES

\$339.00

\$372.46 Subtotal for Dept. Planning

\$471.46 Subtotal for Vendor

MATTHEW PHIPPS

RIN0023675 REFUND OVERPAYMENT UM 1334217

\$32.90

\$32.90 Subtotal for Dept. Water

\$32.90 Subtotal for Vendor

MCMURRY READY MIX

216238 HOT MIX

\$290.00

216236 HOT MIX

\$290.00

216237 HOT MIX

\$406.00

\$986.00 Subtotal for Dept. Streets

\$986.00 Subtotal for Vendor

MICHAEL'S CONSTRUCTION, INC.

RIN0023503 RETAIN REL BNDRY FENCE IMP

\$527.96

\$527.96 Subtotal for Dept. Balefill

\$527.96 Subtotal for Vendor

MIKE DEAN

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

4355 EMERGENCY MEAL

\$6.54

\$6.54 Subtotal for Dept. Water

\$6.54 Subtotal for Vendor

MODERN ELECTRIC CORP.

RIN0023576 RETAIN RELEASE FIRE 1 GENERATR

\$3,710.15

\$3,710.15 Subtotal for Dept. Capital Projects

\$3,710.15 Subtotal for Vendor

MORA, TINA

0022021554 DEPOSIT/CREDIT REFUND

\$12.47

\$12.47 Subtotal for Dept. Water

\$12.47 Subtotal for Vendor

MOTOROLA SOLUTIONS

41193498 CONSOLES AT THE NEW DISPATCH

\$32,991.96

41193753 CONSOLES AT THE NEW DISPATCH

\$32,991.98

41193753 BALANCE OWED FOR CHANGE ORDER

\$1,260.00

\$67,243.94 Subtotal for Dept. Communications Center

\$67,243.94 Subtotal for Vendor

NAB, JARRED

0021931216 DEPOSIT/CREDIT REFUND

\$61.11

\$61.11 Subtotal for Dept. Water

\$61.11 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

449318 FSA PLAN ADMIN FEES

\$421.85

447774 FSA PLAN DEBIT CARD FEES

\$36.00

\$457.85 Subtotal for Dept. Health Insurance

\$457.85 Subtotal for Vendor

NATRONA COUNTY - HALL OF JUSTICE EXPENSES

DECEMBER 2013 JOINT BUILDING RENT

\$807.99

MARCH 2014 JOINT BUILDING RENT

\$1,006.20

FEBRUARY 2014 JOINT BUILDING RENT

\$1,226.42

JANUARY 2014 JOINT BUILDING RENT

\$984.99

\$4,025.60 Subtotal for Dept. Communications Center

DECEMBER 2013 JOINT BUILDING RENT

\$1,713.99

JANUARY 2014 JOINT BUILDING RENT

\$2,023.74

MARCH 2014 JOINT BUILDING RENT

\$2,060.84

FEBRUARY 2014 JOINT BUILDING RENT

\$2,446.23

\$8,244.80 Subtotal for Dept. Municipal Court

JANUARY 2014 JOINT BUILDING RENT

\$9,603.70

FEBRUARY 2014 JOINT BUILDING RENT

\$11,957.58

MARCH 2014 JOINT BUILDING RENT

\$9,810.42

DECEMBER 2013 JOINT BUILDING RENT

\$7,877.93

\$39,249.63 Subtotal for Dept. Police

\$51,520.03 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

728 JUVENILE PRISONER CARE MARCH

\$7,500.00

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

729 ADULT PRISONER CARE FEBRUARY

\$120,788.64

730 ADULT PRISONER CARE JANUARY

\$124,506.36

\$252,795.00 Subtotal for Dept. Police

\$252,795.00 Subtotal for Vendor

NATRONA COUNTY CLERK

970441 RECORDING

\$18.00

\$18.00 Subtotal for Dept. Engineering

970441 RECORDING

\$174.00

\$174.00 Subtotal for Dept. Planning

\$192.00 Subtotal for Vendor

NELSON ENGINEERING

RIN0023644 DESIGN & C/A FORT CASPAR UNDER

\$17,550.49

\$17,550.49 Subtotal for Dept. Fort Caspar

\$17,550.49 Subtotal for Vendor

NERD TECHNOLOGY COMPANY

3539 SET UP LADDER RACK GROUNDING

\$1,899.61

3538 ALUMINUM RACKS W/CABLE MANAGEM

\$480.00

3835 FAX LINE

\$462.50

\$2,842.11 Subtotal for Dept. Communications Center

\$2,842.11 Subtotal for Vendor

NES COMPANY

N5225 DIGESTER #2 GAS COMPRESSOR

\$13,195.00

\$13,195.00 Subtotal for Dept. Waste Water

\$13,195.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE29794 UNIFORMS

\$9.95

\$9.95 Subtotal for Dept. Communications Center

NE29871 UNIFORMS

\$91.90

LN-294783 UNIFORMS

\$9.00

NE29538 UNIFORMS

\$125.95

NE29662 UNIFORMS

\$19.90

NE29625 UNIFORMS

\$109.90

NE29848 UNIFORMS

\$45.95

NE29768 UNIFORMS

\$54.95

NE29626 UNIFORMS

\$54.95

NE29684 UNIFORMS

\$29.95

\$542.45 Subtotal for Dept. Police

\$552.40 Subtotal for Vendor

NORTH PARK TRANSPORTATION

08717171 SHIPPING

\$68.33

\$68.33 Subtotal for Dept. Fort Caspar

\$68.33 Subtotal for Vendor

OIL CITY PRINTERS

RIN0023583 M FAC GRANT-OIL CITY PRINTERS

\$10,000.00

\$10,000.00 Subtotal for Dept. CDBG

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

\$10,000.00 Subtotal for Vendor

ONE CALL OF WY.

34794 MAR14 LOCATE TICKETS

\$210.94

\$210.94 Subtotal for Dept. Sewer

34794 MAR14 LOCATE TICKETS

\$257.81

\$257.81 Subtotal for Dept. Water

\$468.75 Subtotal for Vendor

OSBORN, MEGAN

0021931221 DEPOSIT/CREDIT REFUND

\$24.27

\$24.27 Subtotal for Dept. Water

\$24.27 Subtotal for Vendor

OVERHEAD DOOR CO., INC.

175054 DOOR REPAIR/EQUIP. BLDG.

\$90.00

\$90.00 Subtotal for Dept. Balefill

\$90.00 Subtotal for Vendor

PACIOLAN, INC.

0000064155 MARCH 2014 E-VENUE

\$3,431.10

\$3,431.10 Subtotal for Dept. Casper Events Center

\$3,431.10 Subtotal for Vendor

PARK STREET LAW OFFICE

11922 LEGAL FEES

\$10,689.25

\$10,689.25 Subtotal for Dept. Council

\$10,689.25 Subtotal for Vendor

PATRICIA HARSHMAN

RIN0023616 REIMB OF NAEMT MEMBERSHIP

\$40.00

\$40.00 Subtotal for Dept. Hogadon

RIN0023634 TRAVEL EXPENSES

\$158.01

\$158.01 Subtotal for Dept. Hogadon

\$198.01 Subtotal for Vendor

PAULA GOODMAN

RIN0023672 REFUND OVERPAYMENT UM 1925902

\$34.92

\$34.92 Subtotal for Dept. Water

\$34.92 Subtotal for Vendor

P-CARD VENDORS

00011120 ATLAS OFFICE PRODUCTS - Purcha

\$5.14

00010974 SAMSCLUB #6425 - Purchase

\$45.00

00010974 SAMSCLUB #6425 - Purchase

\$45.00

00010616 HAWKINS INC - Purchase

\$2,370.29

00010923 ISC,INC - Purchase

\$142.60

00010695 ATLAS OFFICE PRODUCTS - Purcha

\$17.96

00010695 ATLAS OFFICE PRODUCTS - Purcha

\$17.96

00010971 HP DIRECT-PUBLICSECTOR - Purch

\$850.08

00010788 TARGET 00001644 - Purch

\$13.98

00010674 NORCO INC - Purchase

\$10.85

00011222 NORCO INC - Purchase

\$67.48

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

00011291	SAMSCLUB #6425 - Purchase	\$23.18	
00010885	CPU VENTURE TECH NETWO - Purch	\$119.00	
00011170	ATLAS OFFICE PRODUCTS - Purcha	\$24.59	
00011178	ATLAS OFFICE PRODUCTS - Credit	(\$12.00)	
00011170	ATLAS OFFICE PRODUCTS - Purcha	\$24.56	
00010702	CASPER WINNELSON CO - Purchase	\$13.52	
00011291	SAMSCLUB #6425 - Purchase	\$24.50	
	\$3,803.69		Subtotal for Dept. Aquatics
00010800	ALSCO SLCAS - Purchase	\$59.71	
00010774	BAILEYS ACE HARDWARE - Purchas	\$22.45	
00010748	HOMAX OIL SALES INC - Purchase	\$61.20	
00010627	BAILEYS ACE HARDWARE - Purchas	\$98.87	
00010588	WYOMING STEEL AND RECY - Purch	\$290.04	
00010662	METECH, INC. - Purchase	\$2,290.32	
00011113	SAMSCLUB #6425 - Purchase	\$131.88	
00010679	IN CASPER SAFETY LLC - Purcha	\$1,256.88	
	\$4,211.35		Subtotal for Dept. Balefill
00010853	HOUSTON SUPPLY 20 - Purchase	\$315.70	
00010892	CASPER WINNELSON CO - Purchase	\$66.01	
00010655	CRUM ELECTRIC SUPPLY C - Purch	\$93.00	
00011189	DAVIDSON MECHANICAL, I - Purch	\$27.89	
00011067	CASPER WINNELSON CO - Purchase	\$114.16	
00011145	HOUSTON SUPPLY 20 - Purchase	\$74.52	
00010726	NORCO INC - Purchase	\$69.15	
00010725	CASPER WINNELSON CO - Purchase	\$145.67	
00011140	NORCO INC - Purchase	\$134.05	
00011274	CRESCENT ELECTRIC 103 - Purcha	\$397.28	
00010755	CASPER WINNELSON CO - Purchase	\$47.04	
00011130	NORCO INC - Purchase	\$265.71	
00010886	LONG BLDG. TECHNOLOGIE - Purch	\$183.00	
00010764	SUTHERLANDS 2219 - Purchase	\$51.90	
00010585	CASPER WINNELSON CO - Purchase	\$19.52	
00011362	CRUM ELECTRIC SUPPLY C - Purch	\$260.34	
00010899	WOODWORKERS SUPPLY, IN - Purch	\$50.04	
00010929	CASPER FIRE EXTINGUISH - Purch	\$116.00	
00010800	ALSCO SLCAS - Purchase	\$44.96	
00010804	SUTHERLANDS 2219 - Purchase	\$8.49	
00010809	HOUSTON SUPPLY 20 - Purchase	\$19.68	
00011011	BARGREEN WYOMING 25 - Purchase	\$283.95	
00011087	BLOEDORN LUMBER CASPER - Purch	\$25.98	
00011317	WW GRAINGER - Purchase	\$40.20	
00011135	CASPER WINNELSON CO - Purchase	\$589.26	
00010915	CASPER FIRE EXTINGUISH - Purch	\$52.00	
00011236	BARGREEN WYOMING 25 - Purchase	\$150.75	
00010645	NORCO INC - Purchase	\$223.65	
00011229	CASPER WINNELSON CO - Purchase	\$73.09	
00010846	BAILEYS ACE HARDWARE - Purchas	\$7.99	
00010849	DIAMOND VOGEL PAINT #7 - Purch	\$23.09	
00010916	CASPER WINNELSON CO - Purchase	\$57.08	
00011194	HOUSTON SUPPLY 20 - Purchase	\$12.64	

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

00010734 PRAIRIE PELLA WY LLC - Purchas	\$135.00	
00010731 DIAMOND VOGEL PAINT #7 - Purch	\$15.55	
00011273 DIAMOND VOGEL PAINT #7 - Purch	\$26.64	
	\$4,220.98	Subtotal for Dept. Buildings And Grounds
00010587 MENARDS CASPER - Purchase	\$21.98	
00010606 SUTHERLANDS 2219 - Purchase	\$35.26	
00010948 TURF MASTER LLC - Purchase	\$1,034.80	
	\$1,092.04	Subtotal for Dept. Capital Projects
00010665 HAWKINS COMMERCIAL APP - Purch	\$159.35	
00010703 RADIOSHACK COR00186973 - Credi	(\$2.02)	
00010617 FACEBK LJF286WVR2 - Purchase	\$50.00	
00011257 ENTERPRISE RENT-A-CAR - Purcha	\$72.80	
00010965 ATLAS OFFICE PRODUCTS - Purcha	\$220.06	
00011059 CPU VENTURE TECH NETWO - Purch	\$29.95	
00010757 ATLAS OFFICE PRODUCTS - Purcha	\$65.01	
00011063 ROBBINS INC WHITE LAKE - Purch	\$22.50	
00010983 STAPLES 00114181 - Purch	\$57.99	
00011251 WM SUPERCENTER #1617 - Purchas	\$20.35	
00010757 ATLAS OFFICE PRODUCTS - Purcha	\$8.10	
00011336 NORCO INC - Purchase	\$62.25	
00011075 AVIS RENT-A-CAR 1 - Purchase	\$164.40	
00011190 FINANCIAL SERVICES - Purchase	\$749.00	
00011316 HI-TECH FX LLC - Purchase	\$754.00	
00010615 RADIOSHACK COR00186973 - Purch	\$34.96	
00011296 CASPER STAR TRIBUNE - Purchase	\$421.48	
00010996 MAXS CONOCO - Purchase	\$4.34	
00011026 ALBERTSONS - Purchase	\$27.96	
00010618 SAMSClub #6425 - Purchase	\$265.90	
00010623 SAMSClub #6425 - Purchase	\$474.67	
00011307 ALBERTSONS - Purchase	\$12.69	
00010907 SAMSClub #6425 - Purchase	\$17.57	
00010643 TARGET 00001644 - Purch	\$24.96	
00011026 ALBERTSONS - Purchase	\$10.00	
00010907 SAMSClub #6425 - Purchase	\$173.87	
00010607 SAMSClub #6425 - Credit	(\$9.88)	
00010993 EVENTWRISTBANDS COM - Purchase	\$150.64	
00010921 WM SUPERCENTER #1617 - Purchas	\$77.15	
00010617 FACEBK LJF286WVR2 - Purchase	\$197.87	
00011098 EXXONMOBIL 45947843 - Purch	\$13.05	
00011375 FAMILY DOLLAR #6081 - Purchase	\$17.20	
00011077 ROBBINS INC WHITE LAKE - Purch	\$22.50	
00011117 EXXONMOBIL 45947843 - Purch	\$38.21	
00010874 PROCORP IMAGES, INC. - Purchas	\$324.25	
00011128 AVIS RENT-A-CAR 1 - Purchase	\$133.72	
00011326 ALBERTSONS - Purchase	\$21.84	
00011159 SURVEYMONKEY.COM - Purchase	\$204.00	
00011158 ROBBINS INC WHITE LAKE - Credi	(\$22.50)	
	\$5,070.19	Subtotal for Dept. Casper Events Center
00011143 ATLAS OFFICE PRODUCTS - Purcha	\$116.70	
	\$116.70	Subtotal for Dept. Cemetery

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

00010671 Amazon.com - Purchase	\$25.19	
00010988 MOUNTAIN STATES LITHOG - Purch	\$67.30	
00011015 THOMSON WEST TCD - Purchase	\$1,018.20	
00010739 ATLAS OFFICE PRODUCTS - Purcha	\$64.02	
00011039 THOMSON WEST TCD - Purchase	\$52.25	
	\$1,226.96	Subtotal for Dept. City Attorney
00010682 B & B RUBBER STAMP SHO - Purch	\$49.95	
00011010 ATLAS OFFICE PRODUCTS - Purcha	\$48.99	
00010590 ATLAS OFFICE PRODUCTS - Purcha	\$4.32	
00010593 IPN/PAYMENTNETWORK - Purchase	\$247.00	
00010864 CRUM ELECTRIC SUPPLY C - Purch	\$5,528.00	
	\$5,878.26	Subtotal for Dept. City Manager
00010584 ATLAS OFFICE PRODUCTS - Purcha	\$45.21	
00010632 USPS 57155809430310940 - Purch	\$479.45	
00010949 EXPRESS PRINTING COMPA - Purch	\$260.27	
	\$784.93	Subtotal for Dept. Code Enforcement
00010947 WM SUPERCENTER #1617 - Purchas	\$99.96	
00010718 PUBLIC SAFTY RECRUIT.C - Purch	\$11.00	
00011212 QDOBA #2791 - Purchase	\$270.00	
00010716 EXPERIAN - Purchase	\$47.36	
00010717 PERSONNEL EVALUATI - Purchase	\$180.00	
00010820 FEDEX 90841731 - Purchase	\$158.11	
00010934 ALBERTSONS - Purchase	\$7.99	
00010759 FLEMING SUPPLY - Purchase	\$53.56	
00010686 JOHNSON ROBERTS & ASSO - Purch	\$142.50	
00010744 NATIONAL ACADEMY OF EM - Purch	\$115.00	
00010654 TEAM NETWORKS - Purchase	\$409.00	
00011381 ATLAS OFFICE PRODUCTS - Purcha	\$253.87	
00010839 THE HOME DEPOT 6001 - Purchase	\$21.26	
00010833 PARK RIDGE BEHAVIORAL - Purcha	\$300.00	
00010705 WAL-MART #1617 - Purchase	\$27.76	
00010626 SAMSCLUB #6425 - Purchase	\$34.34	
00010729 SAMSCLUB #6425 - Purchase	\$59.88	
00010610 WM SUPERCENTER #1617 - Purchas	\$44.91	
	\$2,236.50	Subtotal for Dept. Communications Center
00010938 CASPER STAR TRIBUNE - Purchase	\$614.00	
00011152 ATLAS OFFICE PRODUCTS - Purcha	\$13.70	
00010596 ATLAS OFFICE PRODUCTS - Purcha	\$34.51	
00011268 EGGINGTONS - Purchase	\$110.00	
00011009 OIL CITY PRINTERS - Purchase	\$1,185.00	
	\$1,957.21	Subtotal for Dept. Council
00010961 WAL-MART #3778 - Purchase	\$12.42	
00011079 ATLAS OFFICE PRODUCTS - Purcha	\$28.87	
	\$41.29	Subtotal for Dept. Engineering
00010758 ATLAS OFFICE PRODUCTS - Purcha	\$8.69	
00011017 NATRONA CNTY CLERK TAX - Purch	\$36.00	
00010772 NATL/PADGET 8006825061 - Purch	\$996.00	
00010936 QUALITY OFFICE SOLUTIO - Purch	\$29.65	
00011083 ATLAS OFFICE PRODUCTS - Purcha	\$10.56	

Bills and Claims

City of Casper

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00011153	ATLAS OFFICE PRODUCTS - Purcha	\$190.01	
00010955	ATLAS OFFICE PRODUCTS - Purcha	\$143.00	
00010989	CASPER STAR TRIBUNE - Purchase	\$527.80	
00010680	Amazon.com - Purchase	\$42.40	
00010872	MOUNTAIN STATES LITHOG - Purch	\$63.00	
00010602	ATLAS OFFICE PRODUCTS - Purcha	\$93.10	
00011001	CHEAPOAIR.COM AIR - Purchase	\$50.00	
00011042	GOVTELLERNATRONAWYFEE - Purcha	\$2.49	
		\$2,192.70	Subtotal for Dept. Finance
00011205	BUREAU OF LAND MGMT - Purchase	\$766.42	
00011385	LOAF N JUG #0136 Q81 - Purch	\$67.00	
00010850	SUTHERLANDS 2219 - Purchase	\$155.22	
00011160	SAMSClub #6425 - Purchase	\$2.98	
00011372	WAL-MART #1617 - Purchase	\$26.31	
00011392	PIZZERIA CALDERA - Purchase	\$35.10	
00011382	SAFEWAY STORE00024687 - Purch	\$20.95	
00010780	THE BUSY BEE - Purchase	\$13.01	
00010783	TACO JOHNS OF BUFFALO - Purcha	\$10.49	
00010721	THE HOME DEPOT 6001 - Purchase	\$119.88	
00010644	ATLAS OFFICE PRODUCTS - Purcha	\$23.53	
00011195	AMERICAN SAFETY AS - Purchase	\$321.00	
00010862	CLEAR CREEK CANTINA - Purchase	\$15.54	
00010838	WINCHESTER STEAK HOUSE - Purch	\$23.90	
00011342	SPRING CREEK RANCH - Purchase	\$151.04	
00010779	MAVERIK #422 - Purchase	\$42.21	
00011183	GLOBAL IMAGING, INC - Purchase	\$112.80	
00010901	KINSCO - Purchase	\$16.95	
00010977	BUSH-WELLS SPORTING GO - Purch	\$390.00	
00010761	LOAF N JUG #0131 Q81 - Purch	\$26.91	
00010778	HAMPTON INN & SUITES - Purchas	\$177.62	
00010904	HOBBY-LOBBY #0233 - Purchase	\$77.82	
00011149	SAMSClub #6425 - Purchase	\$55.00	
00011115	TARGET 00001644 - Purch	\$105.29	
00010712	COWBOY AUTO SPA - Purchase	\$27.26	
00010706	NEVE'S UNIFORMS-DENVER - Purch	\$128.95	
00010827	DELP'S AWARDS, INC - Purchase	\$71.13	
00011318	OVERHEAD DOOR COMPANY - Purcha	\$476.14	
		\$3,460.45	Subtotal for Dept. Fire
00010813	GOEDICKE'S CUSTOM FRAM - Purch	\$24.05	
00011403	PAYPAL COLOWYOMUS - Purchase	\$20.00	
00011364	THE HISTORY PRESS - Purchase	\$83.94	
00011064	BLACK BEAR HAVERSACK - Purchas	\$252.55	
00011060	ALBERTSONS #2060 - Purchase	\$23.65	
		\$404.19	Subtotal for Dept. Fort Caspar
00010638	DIAMOND VOGEL PAINT #7 - Purch	\$113.95	
00010926	CASPER WINNELSON CO - Purchase	\$16.68	
00010861	RMI - CASPER - Purchase	\$26.12	
00010628	PEDENS INC. - Purchase	\$115.00	
00010927	CASPER WINNELSON CO - Purchase	\$171.25	
00010669	DIAMOND VOGEL PAINT #7 - Purch	\$69.27	

Bills and Claims

City of Casper

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00010829	HERCULES INDUSTRIES CA - Purch	\$80.10	
00010973	HERCULES INDUSTRIES CA - Purch	\$164.91	
00010888	CASPER WINNELSON CO - Purchase	\$148.04	
00010863	PRAIRIE PELLA WY LLC - Purchas	\$104.00	
00010959	CASPER WINNELSON CO - Purchase	\$39.86	
00010997	HERCULES INDUSTRIES CA - Purch	\$1,316.25	
00010787	HERCULES INDUSTRIES CA - Purch	\$389.76	
00011185	CASPER WINNELSON CO - Purchase	\$41.14	
00011101	CASPER WINNELSON CO - Purchase	\$26.00	
00010903	WYOMING BUILDING SUPPL - Purch	\$1,871.60	
	\$4,693.93 Subtotal for Dept.		Garage
00010617	facebook	\$134.91	
00011007	SUTHERLANDS 2219 - Purchase	\$28.97	
	\$163.88 Subtotal for Dept.		Golf Course
00011089	SUBWAY 03116324 - Purch	\$140.00	
	\$140.00 Subtotal for Dept.		Health Insurance
00010794	AIRGAS CENTRAL - Purchase	\$194.79	
00010637	NELCO PRODUCTS INC - Credit	(\$30.00)	
00010918	THE HOME DEPOT 6001 - Purchase	\$2.71	
00010910	FLEMING SUPPLY - Purchase	\$14.38	
00011197	DAYSINNHOTSPRINGSCONVE - Purch	\$16.89	
00011082	STAPLES 00114181 - Purch	\$63.98	
00010793	WW GRAINGER - Credit	(\$22.32)	
00011330	STAPLES 00114181 - Purch	\$205.98	
00010944	AIRGAS CENTRAL - Purchase	\$64.77	
00011169	DAYS INN HOTSPRINGS CO - Purch	\$77.00	
00011018	WCI OF WYOMING, INC - Purchase	\$220.00	
00011218	BLACK BEAR CAFE - Purchase	\$11.47	
00011228	WW GRAINGER - Purchase	\$599.52	
	\$1,419.17 Subtotal for Dept.		Hogadon
00010693	SAFEWAY STORE00024687 - Purch	\$16.23	
00010775	SAFEWAY STORE00024687 - Purch	\$22.22	
00011258	ATLAS OFFICE PRODUCTS - Purcha	\$115.80	
00010586	ATLAS OFFICE PRODUCTS - Purcha	\$84.97	
00011100	USPS 57155809430310940 - Purch	\$6.49	
	\$245.71 Subtotal for Dept.		Human Resources
00011120	ATLAS OFFICE PRODUCTS - Purcha	\$5.14	
00010821	FARMER BROS CO - Purchase	\$606.19	
00010795	DOLRTREE 3288 00032888 - Purch	\$21.00	
00010937	BAILEYS ACE HARDWARE - Purchas	\$25.98	
00010664	RESPOND FIRST AID - Purchase	\$27.96	
00010625	ADOBE SYSTEMS, INC. - Purchase	\$20.99	
00010663	SAMSCLUB #6425 - Purchase	\$71.36	
00011170	ATLAS OFFICE PRODUCTS - Purcha	\$24.56	
00010687	SAMSCLUB #6425 - Purchase	\$106.19	
00011235	SAMSCLUB #6425 - Purchase	\$82.31	
00011173	CENTER ICE SUPPLIES - Purchase	\$60.50	
00011386	STAPLES 00114181 - Purch	\$62.99	
00011178	ATLAS OFFICE PRODUCTS - Credit	(\$12.00)	

Bills and Claims

City of Casper

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00011040	SAMSCLUB #6425 - Purchase	\$133.81	
00010945	ADOBE SYSTEMS, INC. - Credit	(\$4.00)	
00011291	SAMSCLUB #6425 - Purchase	\$23.17	
00010974	SAMSCLUB #6425 - Purchase	\$90.00	
00011266	SAMSCLUB #6425 - Purchase	\$55.92	
00011246	BARGREEN WYOMING 25 - Purchase	\$132.85	
00011206	INTERNATIONAL TRANSACTION - Pu	\$0.54	
00011217	VISTAR - ROCKY MOUNT - Purchas	\$406.07	
00010695	ATLAS OFFICE PRODUCTS - Purcha	\$17.96	
00011291	SAMSCLUB #6425 - Purchase	\$24.50	
		\$1,983.99	Subtotal for Dept. Ice Arena
00010876	ATLAS OFFICE PRODUCTS - Purcha	\$119.65	
00011380	ATLAS OFFICE PRODUCTS - Purcha	\$4.44	
		\$124.09	Subtotal for Dept. Information Services
00010806	SUTHERLANDS 2219 - Purchase	\$510.00	
00010933	PIZZA HUT #240 - Purchase	\$33.86	
00011208	WAL-MART #3778 - Purchase	\$31.29	
00011259	AMBI MAIL AND MARKETIN - Purch	\$12.27	
00010612	NORCO INC - Purchase	\$309.70	
00011199	AVID PETTRAC - Purchase	\$3,070.00	
00010822	BIG LOTS STORES - #444 - Purch	\$21.00	
00010601	ALTITUDE VETERINARY HO - Purch	\$4,720.00	
00011041	NATIONAL ANIMAL CONTRO - Purch	\$2,100.00	
00011269	ALL CREATURES VETERINA - Purch	\$150.00	
00010591	WESTSIDE ANIMAL HOSPIT - Purch	\$298.33	
00010689	OFFICE MAX - Purchase	\$61.15	
00011035	NATIONAL ANIMAL CONTRO - Purch	\$1,050.00	
00010819	ARK ANIMAL HOSPITAL - Purchase	\$187.50	
00011193	ARK ANIMAL HOSPITAL - Purchase	\$102.50	
		\$12,657.60	Subtotal for Dept. Metro Animal
00010632	USPS 57155809430310940 - Purch	\$11.41	
00011356	THE WONDER BAR - Lunch w Kevin	\$1.08	
00011356	THE WONDER BAR - Lunch w Kevin	\$10.25	
00010632	USPS 57155809430310940 - Purch	\$1.20	
00010911	THE WONDER BAR - LRTP Consulta	\$1.52	
00010911	THE WONDER BAR - LRTP Consulta	\$14.48	
		\$39.94	Subtotal for Dept. Metropolitan Planning
00011127	ATLAS OFFICE PRODUCTS - Purcha	\$234.39	
00010730	ATLAS OFFICE PRODUCTS - Purcha	\$236.02	
		\$470.41	Subtotal for Dept. Municipal Court
00010842	CPS DISTRIBUTORS INC C - Purch	\$137.40	
00011147	MOUNTAIN STATES LITHOG - Purch	\$70.10	
00010961	WAL-MART #3778 - Purchase	\$12.44	
00010960	WEAR PARTS INC - Purchase	\$35.59	
00010966	CRUM ELECTRIC SUPPLY C - Purch	\$489.70	
00010830	MICHAELS FENCE & SUPPL - Purch	\$3.70	
00010753	BAILEYS ACE HARDWARE - Purchas	\$39.84	
00011065	SUTHERLANDS 2219 - Purchase	\$22.06	
00010798	FLEMING SUPPLY - Purchase	\$11.72	

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

00010740	BLOEDORN LUMBER CASPER - Purch	\$42.32	
00011033	CPS DISTRIBUTORS INC C - Purch	\$223.74	
00010811	BAILEYS ACE HARDWARE - Purchas	\$26.54	
00010737	BLOEDORN LUMBER CASPER - Purch	\$30.97	
00010834	BAILEYS ACE HARDWARE - Purchas	\$58.95	
00010913	CPS DISTRIBUTORS INC C - Purch	\$23.00	
00011116	SUTHERLANDS 2219 - Purchase	\$121.07	
00010790	GameTime - Purchase	\$1,368.60	
00010836	BLOEDORN LUMBER CASPER - Purch	\$19.00	
00010675	GROWTH PRODUCTS - Purchase	\$10,467.00	
00010707	WW GRAINGER - Purchase	\$57.32	
00010981	BAILEYS ACE HARDWARE - Purchas	\$17.47	
00011121	SUTHERLANDS 2219 - Purchase	\$33.99	
00010939	VOLVO OF MILLS - Purchase	\$279.95	
00011132	NORCO INC - Purchase	\$440.05	
00011034	BAILEYS ACE HARDWARE - Purchas	\$11.48	
00010998	BAILEYS ACE HARDWARE - Purchas	\$23.99	
		\$14,067.99	Subtotal for Dept. Parks
00010978	USPS 57155809430310940 - Purch	\$16.24	
00011003	RUSH IMPRINT INTERNET - Purcha	\$551.47	
00010632	USPS 57155809430310940 - Purch	\$151.94	
00010576	ATLAS REPRODUCTION - Purchase	\$18.00	
		\$737.65	Subtotal for Dept. Planning
00010767	ALBERTSONS #2060 - Purchase	\$15.66	
00010768	MOUNTAIN STATES LITHOG - Purch	\$298.00	
00010732	ENTENMANN-ROVIN COMPAN - Purch	\$50.00	
00011097	CASPER WINNELSON CO - Purchase	\$15.90	
00011103	CASPER WINNELSON CO - Purchase	\$40.50	
00010696	FEDEX 90835607 - Purchase	\$137.58	
00011139	CASPER WINNELSON CO - Purchase	\$5.40	
00010951	CHIEF SUPPLY - Purchase	\$53.80	
00011214	EXPRESS PRINTING COMPA - Purch	\$1,088.71	
00011058	BEARING BELTCHAIN00244 - Purch	\$15.54	
00011020	CRESCENT ELECTRIC 103 - Purcha	\$22.46	
00011276	ATLAS OFFICE PRODUCTS - Purcha	\$439.78	
00011285	ATLAS OFFICE PRODUCTS - Purcha	\$270.52	
00010815	TLO TRANSUNION - Purchase	\$110.75	
00010814	NORCO INC - Purchase	\$83.88	
00011080	MENARDS CASPER - Purchase	\$14.66	
00011057	DECKER AUTO GLASS - Purchase	\$7.35	
00010673	NATIONWIDE SUPPLY IQPS - Purch	\$68.83	
00010622	Amazon.com - Purchase	\$643.40	
00010633	SIRCHIE FINGER PRINT L - Purch	\$1,210.00	
00010818	SUSTEEN INC - Purchase	\$800.00	
00010713	ENTENMANN-ROVIN COMPAN - Purch	\$161.00	
00010650	WAL-MART #3778 - Purchase	\$14.97	
00010701	WESTERN LOCKSMITH - Purchase	\$47.50	
00011306	ATLAS OFFICE PRODUCTS - Purcha	\$161.60	
00010878	RESPOND FIRST AID - Purchase	\$238.84	
00010865	GAL UNIFORM&EQUIPMENT - Purcha	\$112.85	

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

00010882	CI TECHNOLOGIES, INC. - Purcha	\$3,500.00	
00010897	SALT LAKE WHOLESALE - Purchase	\$4,333.00	
00011126	LOAF N JUG #0119 Q81 - Purch	\$40.80	
00010969	GAL UNIFORM&EQUIPMENT - Purcha	\$435.60	
00011225	POWDER RIVER SHREDDERS - Purch	\$70.00	
00010909	EXPRESS PRINTING COMPA - Purch	\$761.15	
00010994	ENTENMANN-ROVIN COMPAN - Purch	\$56.00	
		\$15,326.03	Subtotal for Dept. Police
00010802	NOLAND FEED INC. - Purchase	\$86.80	
00010995	HERTZ RENT A CAR - Purchase	\$255.56	
00010906	CASPER ANIMAL CENTER, - Purcha	\$67.95	
00011278	MERCER FAMILY RESOURCE - Purch	\$125.00	
00011215	SHORT STOP #8 - Purchase	\$38.36	
00011148	CASPER ANIMAL CENTER, - Purcha	\$554.33	
00010776	DPMS PANTHER ARMS - Purchase	\$3,586.86	
00010854	PILOT 00007625 - Purch	\$35.94	
00011391	SAPP BROS SIDNEY - Purchase	\$38.78	
00011047	NOLAND FEED INC. - Purchase	\$86.80	
00011032	CASPER ANIMAL CENTER, - Purcha	\$225.20	
00010873	DALLAS CHILDRENS ADVOC - Purch	\$470.00	
00010881	DALLAS CHILDRENS ADVOC - Purch	\$470.00	
00011096	SEIBERT TRAVEL PLAZA - Purchas	\$48.83	
00011344	UNCLE NEALS 10 - Purchase	\$27.44	
00010690	PILOT 00007625 - Purch	\$34.29	
00010877	DALLAS CHILDRENS ADVOC - Purch	\$470.00	
00011164	LOVE S TRAVEL 00004556 - Purch	\$42.30	
00011355	SHORT STOP #8 - Purchase	\$34.90	
00011350	SHELL OIL 301102202QPS - Purch	\$32.23	
00010832	ARBUCKLE LODGE GILLETT - Purch	\$307.80	
00011154	BIG D #32 - Purchase	\$46.40	
00010745	FREEDOM TO CHOOSE - Purchase	\$185.00	
00011000	DAYS INN CASPER-10269 - Purcha	\$70.00	
00011188	LAST STOP - Purchase	\$46.36	
		\$7,387.13	Subtotal for Dept. Police Grants
00011374	AMAZON MKTPLACE PMTS - Purchas	\$34.93	
00010847	OLSON AUTO BODY - Purchase	\$9,963.97	
		\$9,998.90	Subtotal for Dept. Property & Liability Insurance
00011262	BLIMPIE SUBS & SALAQPS - Purch	\$39.99	
00010710	NORCO INC - Purchase	\$50.78	
00011245	FLEMING SUPPLY - Purchase	\$4.66	
00011291	SAMSCLUB #6425 - Purchase	\$83.34	
00011054	ALBERTSONS - Purchase	\$8.19	
00010741	TECHNOGYM USA - Purchase	\$44.04	
00010752	TARGET 00001644 - Purch	\$24.95	
00011291	SAMSCLUB #6425 - Purchase	\$24.50	
00010684	PICKLEBALLCENTRAL - Purchase	\$70.07	
00010681	RICOH USA, INC - Purchase	\$298.26	
00011291	SAMSCLUB #6425 - Purchase	\$54.11	
00010695	ATLAS OFFICE PRODUCTS - Purcha	\$17.96	
00011120	ATLAS OFFICE PRODUCTS - Purcha	\$5.14	

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

00010974	SAMSCLUB #6425 - Purchase	\$45.00	
00010704	NOBE INC. - Purchase	\$400.00	
00011178	ATLAS OFFICE PRODUCTS - Credit	(\$12.00)	
00011170	ATLAS OFFICE PRODUCTS - Purcha	\$40.10	
00010841	NORCO INC - Purchase	\$101.78	
00010695	ATLAS OFFICE PRODUCTS - Purcha	\$17.96	
00011291	SAMSCLUB #6425 - Purchase	\$15.98	
00010923	ISC,INC - Purchase	\$671.08	
00011291	SAMSCLUB #6425 - Purchase	\$24.50	
00010681	RICOH USA, INC - Purchase	\$298.26	
		\$2,328.65	Subtotal for Dept. Recreation
00010688	SWANA - Purchase	\$195.00	
00010648	NETWORK FLEET. INC. - Purchase	\$583.18	
00010777	COASTAL CHEMICAL CO LL - Purch	\$206.40	
00010961	WAL-MART #3778 - Purchase	\$12.44	
00011113	SAMSCLUB #6425 - Purchase	\$60.00	
00010800	ALSCO SLCAS - Purchase	\$13.80	
00010579	MATERIAL FLOW&CONVEYOR - Purch	\$3,350.00	
00010581	HOMAX OIL SALES INC - Purchase	\$355.50	
00010631	TB INDUSTRIES, INC. - Purchase	\$2,920.00	
00011061	BEST BUY 00015271 - Purch	\$59.99	
00010580	CASPER FIRE EXTINGUISH - Purch	\$64.75	
00010801	HOMAX OIL SALES INC - Purchase	\$133.61	
00010577	RECYCLE STICKERS.COM - Purchas	\$126.74	
		\$8,081.41	Subtotal for Dept. Refuse Collection
00011142	ATLAS OFFICE PRODUCTS - Purcha	\$67.01	
00010597	AUTOZONE #1294 - Purchase	\$14.89	
00010961	WAL-MART #3778 - Purchase	\$12.44	
00010837	ALSCO SLCAS - Purchase	\$92.92	
00010648	NETWORK FLEET. INC. - Purchase	\$26.50	
00010619	CASPER CONTRACTOR SUPP - Purch	\$221.49	
		\$435.25	Subtotal for Dept. Sewer
00011013	REIS ENVIRONMENT INC. - Purcha	\$203.83	
00010697	IN CASPER SAFETY LLC - Purcha	\$17,000.00	
		\$17,203.83	Subtotal for Dept. Special Assistance
00010648	NETWORK FLEET. INC. - Purchase	\$609.68	
00011192	BLOEDORN LUMBER CASPER - Credi	(\$231.17)	
00011155	OREILLY AUTO 00027466 - Purch	\$9.99	
00010789	STAPLES 00114181 - Purch	\$182.90	
00010961	WAL-MART #3778 - Purchase	\$12.44	
00011151	ATLAS OFFICE PRODUCTS - Purcha	\$7.36	
00011150	ATLAS OFFICE PRODUCTS - Purcha	\$46.19	
00010723	EASTGATE TRAVEL PLAZ - Purchas	\$306.91	
00010683	AMERICAN PUBLIC WORKS - Purcha	\$770.00	
00011165	ATLAS OFFICE PRODUCTS - Purcha	\$138.57	
00011053	EXPEDIA EXPEDIA.COM - Credit	(\$1,049.99)	
00011209	CASPER CONTRACTOR SUPP - Purch	\$471.21	
00010857	ALSCO SLCAS - Purchase	\$492.25	
00011093	CRETEX CONCRETE PRODUC - Purch	\$155.00	
00011181	BLOEDORN LUMBER CASPER - Purch	\$193.80	

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

00011074 WEAR PARTS INC - Purchase	\$10.22	
00011076 TRAVELOCITY.COM - Purchase	\$675.83	
00010797 EXPEDIA EXPEDIA.COM - Purchase	\$1,049.99	
00010699 MIS INDUSTRIAL SUPPLY - Purcha	\$193.40	
00010799 DELTA 00673946010990 - Pur	\$424.50	
00011210 BLOEDORN LUMBER CASPER - Purch	\$231.17	
	\$4,700.25	Subtotal for Dept. Streets
00011066 CASPER CONTRACTOR SUPP - Purch	\$113.62	
00010935 SHERWIN WILLIAMS #3439 - Purch	\$85.47	
00010770 SQ WYOMING CHAPTER IA - Purch	\$210.00	
00010769 ALSCO SLCAS - Purchase	\$72.20	
00010657 BARGREEN WYOMING 25 - Purchase	\$346.80	
00010648 NETWORK FLEET. INC. - Purchase	\$159.05	
00010961 WAL-MART #3778 - Purchase	\$12.44	
00011038 LYLE SIGNS - Purchase	\$3,635.00	
00010807 BAILEYS ACE HARDWARE - Purchas	\$13.98	
00010972 ADVANCED TRAFFIC PRODU - Purch	\$573.00	
00010641 CRUM ELECTRIC SUPPLY C - Purch	\$46.48	
00011138 ADVANCED TRAFFIC PRODU - Purch	\$1,150.00	
00010709 ISC,INC - Purchase	\$59.48	
	\$6,477.52	Subtotal for Dept. Traffic
00010961 WAL-MART #3778 - Purchase	\$12.44	
00011119 WEAR PARTS INC - Purchase	\$220.00	
00010964 HENSLEY BATTERY & ELEC - Purch	\$78.80	
00011123 HAJOCA KEENAN SUPP 25 - Purcha	\$614.16	
00010640 WW GRAINGER - Purchase	\$139.03	
00010925 WW GRAINGER - Purchase	\$51.58	
00011006 HD SUPPLY UTILITIES, L - Purch	\$78.32	
00010738 LOU'S GLOVES INC - Purchase	\$415.00	
00010970 BOBCAT OF CASPER - Purchase	\$575.32	
00010917 WW GRAINGER - Purchase	\$2.28	
00010700 DEWITT WATER - Purchase	\$50.00	
00011037 ENERGY LABORATORIES - Purchase	\$222.00	
00010708 TYCO VALVES&CONTROLS L - Purch	\$827.94	
00010792 MOTION INDUSTRIES WY54 - Purch	\$37.00	
00011008 ENERGY LABORATORIES - Purchase	\$408.00	
00010651 USPS 57155809430310940 - Purch	\$8.03	
00010844 BEARING BELTCHAIN00244 - Purch	\$72.98	
00010791 ALSCO SLCAS - Purchase	\$296.48	
00010676 WEAR PARTS INC - Purchase	\$407.48	
00010781 NORCO INC - Purchase	\$27.14	
00011024 ENERGY LABORATORIES - Purchase	\$224.00	
00011086 WEAR PARTS INC - Purchase	\$370.31	
00010984 HD SUPPLY UTILITIES, L - Purch	\$648.62	
00011051 ENERGY LABORATORIES - Purchase	\$294.00	
00011055 ENERGY LABORATORIES - Purchase	\$222.00	
00010922 WW GRAINGER - Purchase	\$183.31	
00010711 NORCO INC - Purchase	\$25.56	
00010848 ALSCO SLCAS - Purchase	\$154.42	
00010636 ATLAS OFFICE PRODUCTS - Purcha	\$653.42	

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

00010598	CASPER WINNELSON CO - Purchase	\$6.60	
00011022	BAILEYS ACE HARDWARE - Purchas	\$31.55	
00010765	FACEBK ENW466NJH2 - Purchase	\$77.59	
00010600	WW GRAINGER - Purchase	\$71.44	
		\$7,506.80	Subtotal for Dept. Waste Water
00010630	BEARING BELTCHAIN00244 - Purch	\$17.67	
00011090	HOODS EQUIPMENT AND SP - Purch	\$21.50	
00011110	SUTHERLANDS 2219 - Purchase	\$30.12	
00010629	WEAR PARTS INC - Purchase	\$96.07	
00010624	BEARING BELTCHAIN00244 - Purch	\$12.58	
00010668	BLOEDORN LUMBER CASPER - Purch	\$57.20	
00010979	WW GRAINGER - Purchase	\$25.56	
00011088	WEAR PARTS INC - Purchase	\$14.74	
00010985	MENARDS CASPER - Purchase	\$413.06	
00010991	VZWRLSS IVR VB - Purchase	\$2,448.94	
00010727	SUTHERLANDS 2219 - Purchase	\$34.95	
00010722	ATLAS OFFICE PRODUCTS - Purcha	\$47.54	
00011186	SHERWIN WILLIAMS #3439 - Purch	\$22.80	
00010963	MOUNTAIN STATES LITHOG - Purch	\$102.70	
00011002	WEAR PARTS INC - Purchase	\$177.22	
00010771	WW GRAINGER - Purchase	\$170.85	
00010826	TOP OFFICE PRODUCTS - Purchase	\$140.56	
00010812	USPS 57155809430310940 - Purch	\$8.24	
00010810	CASPER CONTRACTOR SUPP - Purch	\$10.46	
00010796	MOUNTAIN STATES PIPE & - Purch	\$4,097.96	
00010962	BLOEDORN LUMBER CASPER - Purch	\$77.48	
00010803	NORCO INC - Purchase	\$89.74	
00010816	BLOEDORN LUMBER CASPER - Purch	\$27.85	
00011303	SHERWIN WILLIAMS #3439 - Purch	\$33.71	
00010840	AUTOMATION ELECTRONICS - Purch	\$139.00	
00010835	EPASALES - Purchase	\$302.95	
00010613	HOUSTON SUPPLY 20 - Purchase	\$90.66	
00010891	UNITED STATES WELDING - Purcha	\$19.57	
00010928	BLOEDORN LUMBER CASPER - Purch	\$3,711.50	
00010635	MURDOCH'S RANCH & HOME - Purch	\$149.99	
00010845	ENERGY LABORATORIES - Purchase	\$254.00	
00011320	DIAMOND VOGEL PAINT #7 - Purch	\$235.96	
00010867	IN BACKFLOWCONSULTING - Purch	\$85.00	
00010578	MURDOCH'S RANCH & HOME - Purch	\$279.99	
00011144	ALSCO SLCAS - Purchase	\$17.61	
00010592	WAL-MART #3778 - Purchase	\$32.97	
00010589	HOUSTON SUPPLY 20 - Purchase	\$77.25	
00011071	BAILEYS ACE HARDWARE - Purchas	\$10.57	
00010583	ATLAS OFFICE PRODUCTS - Purcha	\$34.21	
00010582	GUNNERS METERS - Purchase	\$876.00	
00011025	WEAR PARTS INC - Purchase	\$81.19	
00011012	WW GRAINGER - Purchase	\$22.70	
00011141	MENARDS CASPER - Purchase	\$576.19	
00010656	CASPER CONTRACTOR SUPP - Purch	\$38.81	
00010691	SAFETY KLEEN SYSTEMS B - Purch	\$367.39	

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

00010648 NETWORK FLEET. INC. - Purchase	\$132.55	
00010694 BEARING BELTCHAIN00244 - Purch	\$23.76	
00010924 FLEMING SUPPLY - Purchase	\$14.96	
00011305 SHERWIN WILLIAMS #3439 - Purch	\$1.47	
	\$15,755.75	Subtotal for Dept. Water
00010875 XEROX CORP - RBO - Purchase	\$174.64	
00010762 COASTAL CHEMICAL CO LL - Purch	\$248.29	
00010896 LONG BLDG. TECHNOLOGIE - Purch	\$104.50	
00010754 UPS 000008F045W114 - Purchase	\$218.67	
00010715 DANA KEPNER CO. - Purchase	\$107.44	
00011016 BEARING BELTCHAIN00244 - Purch	\$49.13	
00011109 CRUM ELECTRIC SUPPLY C - Purch	\$244.34	
00010856 WM SUPERCENTER #3778 - Purchas	\$5.82	
00010950 COASTAL CHEMICAL CO LL - Purch	\$268.64	
00010843 SAFEWAY STORE 00004333 - Purch	\$20.98	
00011044 USPS 57155809430310940 - Purch	\$23.94	
00011019 NALCO COMPANY POST-INV - Purch	\$230.12	
00010766 SUTHERLANDS 2219 - Purchase	\$20.72	
00010856 WM SUPERCENTER #3778 - Purchas	\$10.46	
00010871 ABB INC - Purchase	\$710.00	
00010785 ALSCO SLCAS - Purchase	\$70.24	
00011014 CRUM ELECTRIC SUPPLY C - Purch	\$67.80	
00010868 EUROFINS EATON ANALYTI - Purch	\$100.00	
00010733 HOUSTON SUPPLY 20 - Purchase	\$195.96	
00010749 UPS 000008F045W104 - Purchase	\$128.32	
00010831 SUTHERLANDS 2219 - Credit	(\$20.72)	
00010855 SUTHERLANDS 2219 - Purchase	\$11.58	
00011073 BEARING BELTCHAIN00244 - Purch	\$24.40	
00010672 CASPER STAR TRIBUNE - Purchase	\$32.72	
00010890 XEROX CORP - RBO - Purchase	\$213.24	
	\$3,261.23	Subtotal for Dept. Water Treatment Plant
00010763 VOLVO OF MILLS - Credit	(\$13.00)	
00010939 VOLVO OF MILLS - Purchase	\$1,438.85	
00010939 VOLVO OF MILLS - Purchase	\$145.15	
00010763 VOLVO OF MILLS - Credit	(\$13.01)	
00010914 VOLVO OF MILLS - Purchase	\$51.78	
00011045 ALPINE MOTOR SPORTS - Purchase	\$31.90	
00010678 VOLVO OF MILLS - Purchase	\$306.20	
00010678 VOLVO OF MILLS - Purchase	\$239.95	
	\$2,187.82	Subtotal for Dept. Weed And Pest
	\$174,092.37	Subtotal for Vendor

PEPSI COLA OF CASPER

6269 CONCESSION SUPPLIES	(\$90.00)	
6177 CONCESSION SUPPLIES	\$584.60	
218 CONCESSION SUPPLIES	\$2,803.20	
6268 CONCESSION SUPPLIES	\$456.80	
6178 CONCESSION SUPPLIES	(\$180.00)	
495340 CONCESSION SUPPLIES	(\$32.00)	
	\$3,542.60	Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

\$3,542.60 Subtotal for Vendor

PHIPPS CONSTRUCTION

5 CASPER YOUTH BASEBALL FIELD OF

\$127,620.00

\$127,620.00 Subtotal for Dept. Parks

\$127,620.00 Subtotal for Vendor

PIECE-A-CAKE

16 PROMOTIONAL CEREMONY SUPPLIES

\$75.00

\$75.00 Subtotal for Dept. Fire

\$75.00 Subtotal for Vendor

POSTAL PROS, INC.

73424 LAWN CARE SURVEY

\$997.00

\$997.00 Subtotal for Dept. Balefill

73475 UTILITY BILLING FEES

\$11,841.13

\$11,841.13 Subtotal for Dept. Finance

\$12,838.13 Subtotal for Vendor

POWDER RIVER SHREDDERS LLC

6619 SHREDDING

\$75.00

\$75.00 Subtotal for Dept. Human Resources

\$75.00 Subtotal for Vendor

QQUEST SOFTWARE SYSTEMS

0000228359a CLOCL/CABLE/BATTERY BACKUP/FRE

\$1,464.00

\$1,464.00 Subtotal for Dept. Capital Projects

\$1,464.00 Subtotal for Vendor

QUALITY OFFICE SOLUTIONS

0052457-001 PRINTER

\$299.99

0052425-001 COFFEE/CREAMER

\$175.79

\$475.78 Subtotal for Dept. Police

\$475.78 Subtotal for Vendor

RAWN, TRAVIS

0021972178 DEPOSIT/CREDIT REFUND

\$49.16

\$49.16 Subtotal for Dept. Water

\$49.16 Subtotal for Vendor

REALTY EXECUTIVES

RIN0023559 CMA FOR WILKINS OT

\$150.00

\$150.00 Subtotal for Dept. Planning

\$150.00 Subtotal for Vendor

RENEWABLE EARTH MATERIALS

102 PLAYSOFIT MATERIAL FOR PLAYGROU

\$2,528.00

\$2,528.00 Subtotal for Dept. Parks

\$2,528.00 Subtotal for Vendor

RESOURCE STAFFING

3071 LABOR

\$68.99

3050 LABOR

\$489.49

3093 LABOR

\$351.51

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

RICHARD "ZAK" SZEKELY

RIN023309 COURT APPOINTED ATTY
 RIN0023565 COURT APPOINTED ATTY
 RIN0023564 COURT APPOINTED ATTY

\$909.99 Subtotal for Dept. Casper Events Center
\$909.99 Subtotal for Vendor

\$468.75
 \$855.00
 \$150.00
\$1,473.75 Subtotal for Dept. Municipal Court
\$1,473.75 Subtotal for Vendor

RICHARD A. RAWSON, PH.D.

E680RV METH CONF SPEAKER COST

\$3,504.50
\$3,504.50 Subtotal for Dept. Police Grants
\$3,504.50 Subtotal for Vendor

RIGHTMIRE, GARY

0022021556 DEPOSIT/CREDIT REFUND

\$53.50
\$53.50 Subtotal for Dept. Water
\$53.50 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016904281411 ELECTRICITY

\$186.65
\$186.65 Subtotal for Dept. Aquatics

AP00016704281411 ELECTRICITY

\$3,957.14
\$3,957.14 Subtotal for Dept. Balefill

AP00016804281411 ELECTRICITY

\$126.87
\$126.87 Subtotal for Dept. Buildings And Grounds

AP00015304281411 ELECTRICITY

\$15,482.75
\$15,482.75 Subtotal for Dept. Casper Events Center

AP00015004281411 ELECTRICITY

\$287.90
\$287.90 Subtotal for Dept. Cemetery

AP00015504281411 ELECTRICITY

\$2,793.83
\$2,793.83 Subtotal for Dept. Fire

AP00015404281411 ELECTRICITY

\$3,625.93
\$3,625.93 Subtotal for Dept. Garage

5887795 ELECTRICITY

\$15,422.00
 AP00015704281411 ELECTRICITY
 \$2,285.44
\$17,707.44 Subtotal for Dept. Golf Course

AP00016004281411 ELECTRICITY

\$874.78
\$874.78 Subtotal for Dept. Metro Animal

AP00016104281411 ELECTRICITY

\$5,463.23
\$5,463.23 Subtotal for Dept. Parks

RIN0023597 ELECTRICITY

\$29.28
\$29.28 Subtotal for Dept. Planning

AP00016204281411 ELECTRICITY

\$248.79
\$248.79 Subtotal for Dept. Police

AP00016304281411 ELECTRICITY

\$624.79
\$624.79 Subtotal for Dept. Sewer

AP00017004281411 ELECTRICITY

\$93.42

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

AP00016404281411 ELECTRICITY	\$46,129.77		
	\$46,223.19	Subtotal for Dept.	Traffic
AP00016604281411 ELECTRICITY	\$26,010.14		
	\$26,010.14	Subtotal for Dept.	Waste Water
AP00016504281411 ELECTRICITY	\$18,884.70		
	\$18,884.70	Subtotal for Dept.	Water
RIN0023602 ELECTRICITY	\$6,851.02		
RIN0023602 ELECTRICITY	\$43,483.64		
	\$50,334.66	Subtotal for Dept.	Water Treatment Plant
	\$192,862.07	Subtotal for Vendor	

ROHRBACHER, SETH

0021931204 DEPOSIT/CREDIT REFUND	\$27.70		
	\$27.70	Subtotal for Dept.	Water
	\$27.70	Subtotal for Vendor	

SCHLITTLER, STONEY

0022021557 DEPOSIT/CREDIT REFUND	\$5.14		
	\$5.14	Subtotal for Dept.	Water
	\$5.14	Subtotal for Vendor	

SHANE CHANEY

12732601 CLOTHING ALLOWANCE	\$47.69		
	\$47.69	Subtotal for Dept.	Police
	\$47.69	Subtotal for Vendor	

SHAW BUILDERS

RIN0023665 REFUND OVERPAYMENT UM 6062501	\$35.47		
	\$35.47	Subtotal for Dept.	Water
	\$35.47	Subtotal for Vendor	

SKYLINE RANCHES

RIN0023580 201 SEWER BILLING FEES	\$695.56		
RIN0023580 201 SEWER BILLING FEES	(\$69.56)		
	\$626.00	Subtotal for Dept.	Sewer
RIN0023580 201 SEWER BILLING FEES	(\$181.38)		
	(\$181.38)	Subtotal for Dept.	Waste Water
	\$444.62	Subtotal for Vendor	

SLEE ENTERPRISES

1281 CUTTING OF DOOR OPENING	\$3,200.00		
	\$3,200.00	Subtotal for Dept.	Water
	\$3,200.00	Subtotal for Vendor	

SMARSH, INC

469868 10 MONTHS OF HOSTED EMAIL ARCH	\$1,900.50		
	\$1,900.50	Subtotal for Dept.	City Manager
	\$1,900.50	Subtotal for Vendor	

SOURCE GAS DIST. LLC

207408033392 NATURAL GAS	\$231.22		
201091398805 NATURAL GAS	\$7,082.43		

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

207408033396 NATURAL GAS

201180345250 NATURAL GAS

201180347937 NATURAL GAS

207408033311 NATURAL GAS

201358288539 NATURAL GAS

201625230658 NATURAL GAS

207408033317 NATURAL GAS

201002627928 NATURAL GAS

207408033401 NATURAL GAS

401000113078 NATURAL GAS

201269319110 NATURAL GAS

201358290412 NATURAL GAS

201358285436 NATURAL GAS

201091398806 NATURAL GAS

201091404065 NATURAL GAS

201091399268 NATURAL GAS

201002627964 NATURAL GAS

201625233526 NATURAL GAS

207408033395 NATURAL GAS

207408033394 NATURAL GAS

207408033373 NATURAL GAS

201625227573 NATURAL GAS

\$7,313.65	Subtotal for Dept.	Aquatics
\$3,320.60		
\$3,320.60	Subtotal for Dept.	Balefill
\$266.26		
\$266.26	Subtotal for Dept.	Buildings And Grounds
\$6,622.90		
\$6,622.90	Subtotal for Dept.	Casper Events Center
\$313.04		
\$313.04	Subtotal for Dept.	Cemetery
\$139.09		
\$71.01		
\$1,552.86		
\$847.05		
\$2,610.01	Subtotal for Dept.	City Hall
\$2,093.18		
\$199.69		
\$2,292.87	Subtotal for Dept.	Fire
\$522.37		
\$522.37	Subtotal for Dept.	Fort Caspar
\$3,074.12		
\$3,074.12	Subtotal for Dept.	Garage
\$351.01		
\$351.01	Subtotal for Dept.	Golf Course
\$1,132.65		
\$1,132.65	Subtotal for Dept.	Ice Arena
\$1,457.39		
\$1,457.39	Subtotal for Dept.	Metro Animal
\$15.75		
\$15.75	Subtotal for Dept.	Planning
\$607.85		
\$607.85	Subtotal for Dept.	Recreation
\$19.54		
\$19.54	Subtotal for Dept.	Sewer
\$7,705.37		
\$7,705.37	Subtotal for Dept.	Waste Water
\$472.29		
\$966.73		
\$1,439.02	Subtotal for Dept.	Water
\$9,153.20		
\$9,153.20	Subtotal for Dept.	Water Treatment Plant
\$48,217.60	Subtotal for Vendor	

STAR LINE FEEDS

227325 ANIMAL FOOD

\$615.85		
\$615.85	Subtotal for Dept.	Metro Animal
\$615.85	Subtotal for Vendor	

STATE OF NEBRASKA - DEPT OF MOTOR VEHICLES

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

RIN0023606 DRIVING RECORDS

\$3.00
\$3.00 Subtotal for Dept. Police
\$3.00 Subtotal for Vendor

STATE OF WY - DEPT. OF AGRICULTURE

RIN0023624 HEALTH LICENSE \$50.00
 RIN0023630 HEALTH LICENSE \$50.00
 RIN0023629 HEALTH LICENSE \$50.00
 RIN0023623 HEALTH LICENSE \$50.00
 RIN0023626 HEALTH LICENSE \$50.00
 RIN0023621 HEALTH LICENSE \$50.00
 RIN0023628 HEALTH LICENSE \$50.00
 RIN0023625 HEALTH LICENSE \$50.00
 RIN0023627 HEALTH LICENSE \$50.00
 RIN0023622 HEALTH LICENSE \$50.00

\$500.00 Subtotal for Dept. Aquatics
\$500.00 Subtotal for Vendor

STATE OF WY. - NOTARY DIV.

RIN0023608 NEW NOTARY APP

\$30.00
\$30.00 Subtotal for Dept. Police
\$30.00 Subtotal for Vendor

STEPHENSON, BRYAN

0021931208 DEPOSIT/CREDIT REFUND

\$48.41
\$48.41 Subtotal for Dept. Water
\$48.41 Subtotal for Vendor

STEVE BULLOCK

RIN0023633 TRAVEL EXPENSES

\$26.00
\$26.00 Subtotal for Dept. Police
\$26.00 Subtotal for Vendor

STEVEN NUNN

RIN0023687 TRAVEL EXPENSES

\$90.67
\$90.67 Subtotal for Dept. Police
\$90.67 Subtotal for Vendor

STONE, MIKE

0021931213 DEPOSIT/CREDIT REFUND

\$6.55
\$6.55 Subtotal for Dept. Water
\$6.55 Subtotal for Vendor

SUPERIOR STRUCTURES CORP.

447008 CATC IMPROVEMENTS - CITY \$3,462.00
 446953 CATC IMPROVEMENTS - CITY \$1,600.00
 446953 CATC IMPROVEMENTS - GRANT \$12,060.00
 447008 CATC IMPROVEMENTS - GRANT \$13,848.00

\$30,970.00 Subtotal for Dept. C.A.T.C.

447008 RETAINAGE (\$1,731.00)
 446953 RETAINAGE (\$1,366.00)

(\$3,097.00) Subtotal for Dept. Waste Water

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

\$27,873.00 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

404080597	ALCOHOL	\$447.24	
404150621	ALCOHOL	\$29.68	
404080596	OPERATING SUPPLIES-CATERING	\$637.53	
404170412	OPERATING SUPPLIES-CATERING	\$49.74	
404220617	CONCESSION SUPPLIES	\$2,271.23	
404220616	OPERATING SUPPLIES-CATERING	\$2,914.40	
404170130	OPERATING SUPPLIES-CATERING	(\$29.51)	
404170412	CONCESSION SUPPLIES	\$128.58	
404150622	CONCESSION SUPPLIES	\$516.79	
404150623	OPERATING SUPPLIES-CATERING	\$1,945.04	
402280093	OPERATING SUPPLIES-CATERING	(\$336.33)	
1459670PU	CONCESSION SUPPLIES	(\$157.51)	
404080597	CONCESSION SUPPLIES	\$1,918.56	
404180683	OPERATING SUPPLIES	\$1,585.64	
402280092	CONCESSION SUPPLIES	(\$87.01)	
402250516	CONCESSION SUPPLIES	(\$82.91)	
		\$11,751.16	Subtotal for Dept. Casper Events Center
		\$11,751.16	Subtotal for Vendor

TERRACON

T503852	CLOSED BALEFILL POST CLOSURE	\$337.50	
T503868	ENVIRONMENTAL MONITORING/REPOR	\$5,974.43	
		\$6,311.93	Subtotal for Dept. Balefill
		\$6,311.93	Subtotal for Vendor

TETRA TECH INC.

50784023	AEROBIC SPORE TESTING	\$864.00	
		\$864.00	Subtotal for Dept. Water Treatment Plant
		\$864.00	Subtotal for Vendor

THE ROSE LAW FIRM

10441	LEGAL FEES	\$3,699.50	
		\$3,699.50	Subtotal for Dept. Council
		\$3,699.50	Subtotal for Vendor

THIRTEEN CO, INC

10001	PINION AVENUE (SUB DIV AGREE)	\$70,000.00	
		\$70,000.00	Subtotal for Dept. Streets
		\$70,000.00	Subtotal for Vendor

TIFFANY ELHART

RIN0023690	TRAVEL EXPENSES	\$154.00	
		\$154.00	Subtotal for Dept. Police
		\$154.00	Subtotal for Vendor

TIM KENNEDY

RIN0023589	BOOT REIMBURSEMENT/CLOTHING AL	\$61.31	
		\$61.31	Subtotal for Dept. Waste Water
		\$61.31	Subtotal for Vendor

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

TIRE DISTRIBUTION SYSTEMS, INC

751-21004 TIRES

751-21127 TIRE REPAIR

\$20,694.75

\$153.95

\$20,848.70 Subtotal for Dept. Balefill

\$20,848.70 Subtotal for Vendor

TORY CUTRELL

RIN0023681 TRAVEL EXPENSES

\$354.00

\$354.00 Subtotal for Dept. Metro Animal

\$354.00 Subtotal for Vendor

TOWNSQUARE MEDIA

2604 AD

\$6,000.00

\$6,000.00 Subtotal for Dept. Golf Course

114023480 AD

\$476.00

\$476.00 Subtotal for Dept. Hogadon

MCC-114034036 AD

\$1,300.00

\$1,300.00 Subtotal for Dept. Waste Water

\$7,776.00 Subtotal for Vendor

TRAUMA CLEAN SPECIALISTS LLC.

812650 BIO DETAIL UNIT 216

129698 BIO DETAIL UNIT 229 AND 211

\$150.00

\$250.00

\$400.00 Subtotal for Dept. Police

\$400.00 Subtotal for Vendor

TRIHYRO CORP.

0087991 2014 MCKINLEY STREET IMPROVEME

\$23,479.32

\$23,479.32 Subtotal for Dept. Streets

\$23,479.32 Subtotal for Vendor

TUTTLE, CASEY

0021972171 DEPOSIT/CREDIT REFUND

\$29.82

\$29.82 Subtotal for Dept. Water

\$29.82 Subtotal for Vendor

UNITED PARCEL SVC.

0000F44F14134 SHIPPING

\$31.19

\$31.19 Subtotal for Dept. Police

\$31.19 Subtotal for Vendor

UNITED STATES WELDING, INC.

6277543 OXYGEN

\$2,965.45

\$2,965.45 Subtotal for Dept. Water Treatment Plant

\$2,965.45 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

1874531 DRUG SCREEN/NON-DOT

1874536 DRUG SCREEN

1874533 DRUG SCREEN - DOT

\$582.00

\$190.00

\$425.00

\$1,197.00 Subtotal for Dept. Human Resources

1874530 HEP B VACC

\$58.00

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

	\$58.00	Subtotal for Dept.	Waste Water
	\$1,255.00	Subtotal for Vendor	
UTILITY BILL SOLUTIONS GROUP			
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Aquatics
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Balefill
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Buildings And Grounds
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Casper Events Center
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Cemetery
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	City Attorney
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	City Hall
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	City Manager
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Code Enforcement
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Communications Center
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Council
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Engineering
2892 UTILITY CONSULTING SERVICE	\$133.00		
2904 UTILITY CONSULTING SERVICE	\$35.00		
2904 UTILITY CONSULTING SERVICE	\$133.00		
	\$301.00	Subtotal for Dept.	Finance
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Fire
2892 UTILITY CONSULTING SERVICE	\$33.25		

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Fort Caspar
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Garage
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$105.91		
	\$172.41	Subtotal for Dept.	Golf Course
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Hogadon
2904 UTILITY CONSULTING SERVICE	\$66.50		
2892 UTILITY CONSULTING SERVICE	\$66.50		
	\$133.00	Subtotal for Dept.	Human Resources
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Ice Arena
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Information Services
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Metro Animal
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Municipal Court
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Parks
2892 UTILITY CONSULTING SERVICE	\$66.50		
2904 UTILITY CONSULTING SERVICE	\$66.50		
	\$133.00	Subtotal for Dept.	Planning
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Police
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Property & Liability Insurance
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Recreation
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Refuse Collection
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Sewer

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Streets
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Traffic
2892 UTILITY CONSULTING SERVICE	\$33.25		
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$105.91		
	\$172.41	Subtotal for Dept.	Waste Water
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Water
2904 UTILITY CONSULTING SERVICE	\$33.25		
2892 UTILITY CONSULTING SERVICE	\$33.25		
	\$66.50	Subtotal for Dept.	Water Treatment Plant
	\$2,906.82	Subtotal for Vendor	

VASKO, ALEXI

0021931218 DEPOSIT/CREDIT REFUND	\$47.22		
	\$47.22	Subtotal for Dept.	Water
	\$47.22	Subtotal for Vendor	

VERIZON WIRELESS

9722714463 WIRELESS SERVICE	\$88.70		
9723710764 WIRELESS SERVICE	\$122.11		
	\$210.81	Subtotal for Dept.	Communications Center
9722981919 WIRELESS SERVICE	\$40.01		
	\$40.01	Subtotal for Dept.	Garage
9722714463 WIRELESS SERVICE	\$178.95		
	\$178.95	Subtotal for Dept.	Metro Animal
ELERT-1690032 INV 14-011408	\$100.00		
9722714464 WIRELESS SERVICE	\$2,742.20		
9722714463 WIRELESS SERVICE	\$137.39		
	\$2,979.59	Subtotal for Dept.	Police
	\$3,409.36	Subtotal for Vendor	

VIEWPOINT GOVERNMENT SOLUTIONS, INC.

1678 GRANT	\$1,750.00		
1678 NON-GRANT	\$5,250.00		
	\$7,000.00	Subtotal for Dept.	Planning
	\$7,000.00	Subtotal for Vendor	

VISION SVC. PLAN

RIN0023639 RETIREE BENEFITS	\$1,064.60		
RIN0023640 COBRA BENEFITS	\$30.63		
	\$1,095.23	Subtotal for Dept.	Health Insurance
	\$1,095.23	Subtotal for Vendor	

VOLVO CONSTRUCTION EQUIP. RENTS, INC.

724185-0001 PRESSURE WASHER MAINTENANCE	\$217.43		
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Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

724228-0001	PRESSURE WASHER MAINTENANCE	\$175.85		
724927-0001	PRESSURE WASHER MAINTENANCE	\$322.38		
724204-0001	PRESSURE WASHER MAINTENANCE	\$125.09		
724171-0001	PRESSURE WASHER MAINTENANCE	\$137.30		
877295-0001	PRESSURE WASHER REPAIR	\$201.32		
		\$1,179.37	Subtotal for Dept.	Balefill
683663-0002	CREDIT OF POWER MATE	(\$33.58)		
		(\$33.58)	Subtotal for Dept.	Weed And Pest
		\$1,145.79	Subtotal for Vendor	

WAHILANI-ULUSALE, BRISON

RIN0023677	REFUND OVERPAYMENT UM 822913	\$42.45		
		\$42.45	Subtotal for Dept.	Water
		\$42.45	Subtotal for Vendor	

WALPRIT, BRANDON

0021931207	DEPOSIT/CREDIT REFUND	\$46.46		
		\$46.46	Subtotal for Dept.	Water
		\$46.46	Subtotal for Vendor	

WELU, LIEFL

0021972173	DEPOSIT/CREDIT REFUND	\$35.86		
		\$35.86	Subtotal for Dept.	Water
		\$35.86	Subtotal for Vendor	

WERCS COMMUNICATIONS

1904	FINAL ON FIBER OPTIC CABLE	\$35,500.00		
		\$35,500.00	Subtotal for Dept.	Communications Center
		\$35,500.00	Subtotal for Vendor	

WEST PLAINS ENGINEERING, INC.

BC13014-1008	CEC ARENA LIGHTING RETROFIT	\$560.00		
		\$560.00	Subtotal for Dept.	City Manager
BC13001-1010	FIRE STATION #1 EMERGENCY	\$115.00		
		\$115.00	Subtotal for Dept.	Fire
		\$675.00	Subtotal for Vendor	

WESTERN MEDICAL ASSOC., LLC

RIN0023577	PHYSICALS	\$12,461.00		
		\$12,461.00	Subtotal for Dept.	Fire
		\$12,461.00	Subtotal for Vendor	

WESTERN WATER CONSULTANTS, INC.

112490018	ROBERTSON RD WATER MAIN PROJ	\$292.75		
		\$292.75	Subtotal for Dept.	Water
		\$292.75	Subtotal for Vendor	

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0023581	201 SEWER BILLING FFES	\$3,470.00		
RIN0023581	201 SEWER BILLING FFES	(\$347.00)		
		\$3,123.00	Subtotal for Dept.	Sewer
RIN0023581	201 SEWER BILLING FFES	(\$624.11)		

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

(\$624.11) Subtotal for Dept. Waste Water
\$2,498.89 Subtotal for Vendor

WILD BUNCH PRODUCTIONS

673 ONE CENT PROCESS PRODUCTION

\$200.00
\$200.00 Subtotal for Dept. City Manager
\$200.00 Subtotal for Vendor

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

57164 LEGAL COUNSEL FEES

\$992.00
\$992.00 Subtotal for Dept. Balefill

56575 LEGAL

\$420.00
\$420.00 Subtotal for Dept. City Attorney
\$1,412.00 Subtotal for Vendor

WIRELESS ADVANCED COMMUNICATIONS, INC.

I-2195490 3RD CRR VEHICLE - LIGHTS

\$5,534.48
\$5,534.48 Subtotal for Dept. Fire
\$5,534.48 Subtotal for Vendor

WOLFF, SHAYLA

0021931212 DEPOSIT/CREDIT REFUND

\$16.60
\$16.60 Subtotal for Dept. Water
\$16.60 Subtotal for Vendor

WORLDWASH

8789 KITCHEN EXHAUST SYSTEM CLEANIN

\$575.00
\$575.00 Subtotal for Dept. Golf Course
\$575.00 Subtotal for Vendor

WORTHINGTON, LENHART & CARPENTER

2014-10358 DESIGN & CA FOR HIGHLAND PARK/

\$30,272.89
\$30,272.89 Subtotal for Dept. Streets

2014-10337 DESIGN OF FIRST STREET

\$29,225.51
\$29,225.51 Subtotal for Dept. Water
\$59,498.40 Subtotal for Vendor

WRIGHT BROTHERS, THE BUILDING COMPANY

RIN0023645 RETAINAGE

(\$7,181.37)
(\$7,181.37) Subtotal for Dept. Capital Projects

RIN0023645 GOLF COURSE MAINTENANCE FACILI

\$71,813.70
\$71,813.70 Subtotal for Dept. Golf Course

RIN0023533 REIMB SYSTEM INVESTMENT FEES

\$685.00
\$685.00 Subtotal for Dept. Sewer

RIN0023533 REIMB SYSTEM INVESTMENT FEES

\$2,190.00
\$2,190.00 Subtotal for Dept. Waste Water

RIN0023533 REIMB SYSTEM INVESTMENT FEES

\$380.00

RIN0023533 REIMB SYSTEM INVESTMENT FEES

\$305.00

RIN0023533 REIMB SYSTEM INVESTMENT FEES

\$3,695.00
\$4,380.00 Subtotal for Dept. Water

\$71,887.33 Subtotal for Vendor

Bills and Claims

City of Casper

16-Apr-14 to 01-May-14

WY. DEPT. OF TRANSPORTATION

0000066481 COOPERATIVE AGREEMENT - BRYAN
0000066578 COOPERATIVE AGREEMENT - BRYAN

\$1,736.56
\$195.08
\$1,931.64 Subtotal for Dept. Streets
\$94.91
\$94.91 Subtotal for Dept. Water
\$2,026.55 Subtotal for Vendor

0000066743 CY AVE & POPLAR ST INTERSECTIO

WY. FIRE CHIEFS' ASSOC.

RIN0023579 ASSOC. DUES ADDT'L MEMBER

\$30.00
\$30.00 Subtotal for Dept. Fire
\$30.00 Subtotal for Vendor

WY. LAW ENFORCEMENT ACADEMY

S-8619 BASIC COOMM TRAINING

\$525.00
\$525.00 Subtotal for Dept. Communications Center
\$525.00 Subtotal for Vendor

WY. STATE BOARD OF PHARMACY

RIN0023605 RENEWAL OF LICENSE

\$80.00
\$80.00 Subtotal for Dept. Police
\$80.00 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

MAR2014 YOUTH CRISIS CENTER EXPENSES

\$4,992.08
\$4,992.08 Subtotal for Dept. Social Community Services
\$4,992.08 Subtotal for Vendor

ZULIMA LOPEZ

WWC2250 BOOT REIMBURSEMENT

\$45.00
\$45.00 Subtotal for Dept. Sewer

RIN0023596 TRAVEL EXPENSES

\$82.38
\$82.38 Subtotal for Dept. Streets
\$127.38 Subtotal for Vendor

ZUNESIS, INC.

CASP-040414 MAINTENANCE

\$1,280.09
\$1,280.09 Subtotal for Dept. Communications Center

CASP-040414 MAINTENANCE

\$265.50
\$265.50 Subtotal for Dept. Information Services
\$1,545.59 Subtotal for Vendor

Grand Total \$2,728,350.99

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 05/06/14

Payroll Disbursements

4/17/14	Fire Payroll	\$ 156,747.79
4/17/14	Benefits and Deductions	\$ 28,873.94
4/16/14	Exceptions Payroll	\$ 1,082.68
4/16/14	Benefits and Deductions	\$ 151.50
4/24/14	City Regular Payroll	\$ 1,141,262.25
4/24/14	Exceptions Payroll	\$ 193,462.33
4/21/14	Exceptions Payroll	\$ 665.74
4/21/14	Benefits and Deductions	\$ 49.25
4/25/14	Exceptions Payroll	\$ 295.59
4/25/14	Benefits and Deductions	\$ 35.81
5/1/14	Fire Payroll	\$ 156,005.15
5/1/14	Benefits and Deductions	\$ 29,282.13

	Total Payroll	<u><u>\$ 1,707,914.16</u></u>
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Additional Fees

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

	Total Additional AP	<u><u>\$ -</u></u>
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April 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Establish Public Hearing for Transfer of Ownership of Retail Liquor License #22

Recommendation:

That Council, by minute action, establish May 20, 2014, as the Public Hearing date for the consideration of the issuance of a transfer of Retail Liquor License #22, from Wyoming Spirits, LLC, to Wyoming Spirits, Inc., d.b.a 2nd Street Liquor & Wine, located at 939 East 2nd Street.

Summary:

An application has been received for a transfer of Retail Liquor License #22, from Wyoming Spirits, LLC, to Wyoming Spirits, Inc., d.b.a 2nd Street Liquor & Wine, located at 939 East 2nd Street.

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

April 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, AICP, and Community Development Director
Doug Barrett, Bldg/ Code Enforcement Manager

SUBJECT: Adoption of 2014 National Electrical Code.

Recommendation:

That Council, by minute action, establish the date of May 20, 2014, as the date of the public hearing of an ordinance amending Chapter 15, of the Casper Municipal Code, adopting the 2014 National Electrical Code.

Summary:

The State of Wyoming has adopted the 2014 National Electrical Code, as the minimum Code for the entire State, effective July 1, 2014.

Staff and the City Contractors' Board of Licensing and Appeals have reviewed the 2014 National Electrical Code and recommend that Council adopt the Code. Staff has notified all licensed electrical contractors, by letter, of the intent to adopt the Code and the proposed changes.

April 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a zone change of Lot 5, The Heights Addition No. 2, and a 64.36-acre portion of SE1/4SW1/4, Section 8, T33N, R78W, 6th P.M., Natrona County Wyoming from PUD (Planned Unit Development) to AG (Urban Agriculture)

Recommendation:

That Council, by minute action, establish May 20, 2014 as the public hearing date for consideration of an ordinance approving a zone change of Lot 5, The Heights Addition No. 2, and a 64.36-acre portion of SE1/4SW1/4, Section 8, T33N, R78W, 6th P.M., Natrona County Wyoming, from PUD (Planned Unit Development) to AG (Urban Agriculture), to remove said property from the McMurry Business Park PUD.

Summary:

Eastgate Ranch, LLC and VA Resources, LLC have applied for a zone change of 73.6-acres, more or less, located generally along the south boundary of the McMurry Business Park PUD, south of East Second Street, from PUD (Planned Unit Development) to AG (Urban Agriculture). The property proposed for rezoning is undeveloped, and is a portion of the McMurry Business Park PUD that was approved by the City Council in July of 2005. Due to the passing of Mr. Neil McMurry, the ownership of the McMurry Business Park PUD has been split between multiple entities. The new owners of the 73.6-acre portion that is being rezoned and removed from the PUD do not plan to develop the property and wish to keep it in agricultural use for the foreseeable future.

In a companion item, Granite Peak Development has submitted proposed revisions to the PUD (Planned Unit Development) Guidelines for the balance of the McMurry Business Park. Pursuant to Section 17.52.130 of the Casper Municipal Code, major alterations to an approved PUD development plan require the approval of the Planning and Zoning Commission and the City Council.

The Planning and Zoning Commission recommended approval of the zone change after a public hearing held on March 25, 2014. One person spoke in favor and no one spoke in opposition to the zone change or proposed amendments.

April 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of various amendments to the McMurry Business Park PUD
(Planned Unit Development) Guidelines

Recommendation:

That Council, by minute action, establish May 20, 2014 as the public hearing date for consideration of a resolution approving various amendments to the McMurry Business Park PUD (Planned Unit Development) Guidelines.

Summary:

Granite Peak Development has submitted proposed revisions to the PUD (Planned Unit Development) Guidelines for the McMurry Business Park PUD. Pursuant to Section 17.52.130 of the Casper Municipal Code, major alterations to an approved PUD development plan require the approval of the Planning and Zoning Commission and the City Council. In a companion item, Eastgate Ranch, LLC and VA Resources, LLC have applied for a zone change of 73.6-acres, more or less, located generally along the south boundary of the McMurry Business Park PUD, from PUD (Planned Unit Development) to AG (Urban Agriculture) to remove that property from the McMurry Business Park PUD.

The Planning and Zoning Commission recommended approval of the proposed amendments to the McMurry Business Park PUD Guidelines after a public hearing held on March 25, 2014. One person spoke in favor and no one spoke in opposition to the zone change or proposed amendments.

April 28, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director
SUBJECT: Establishing a Date of Public Hearing for Fiscal Year 2014
Budget Adjustments

Recommendation:

That Council, by minute action, establish June 17, 2014, as the date of public hearing for consideration of Fiscal Year 2014 budget adjustments.

Summary:

The Wyoming Uniform Municipal Fiscal Procedures Act prohibits the expenditure of any money in excess of the amounts provided in the budget for each City cost center. In order to comply with this requirement, the Act allows adjusting budgets, when necessary.

In order to comply with the aforementioned statutory requirements, it is necessary that the City Council establish a date of public hearing where all persons may voice their opinion both in verbal and written form. It is recommended that the public hearing be set, by minute action, for June 17, 2014.

City management staff is currently completing review of the estimated expenditures for FY 2014 and, if necessary, will present a request to adjust the FY 2014 budget to the City Council for consideration at the public hearing.

April 28, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director
SUBJECT: Establishing Public Hearing for Adoption of Fiscal Year 2014-2015
Budget

Recommendation:

That Council, by minute action, establish June 17, 2014, as the date of public hearing for consideration of the adoption of the Fiscal Year 2014-2015 Budget.

Summary:

The City Council is respectfully requested to establish June 17, 2014, as the public hearing date, for the consideration of the adoption of the Fiscal Year 2014-2015 Budget as per State Statute. The City Council must, after the public hearing, adopt the Budget or hold a special meeting the next day to take action.

April 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a zone change of various lots within the Natrona County High School Campus from R-4 (High Density Residential) to ED (Educational District).

Recommendation:

That Council, by ordinance, approve a zone change of Lot 6, Block 83; Lots 7-14, Block 84; Lots 1-12, Block 92; and Lots 1-3 & 13-15, Block 93, Casper Addition, from R-4 (High Density Residential) to ED (Educational District).

Summary:

Natrona County School District No. 1 has requested a zone change of multiple lots from R-4 (High Density Residential) to ED (Educational District). The City Council recently approved the overall Natrona County High School Campus Master Plan, at the end of 2013. The overall campus master plan involves the demolition and reconstruction of a large portion of the existing school, as well as major changes to the layout of the entire campus. The school district is planning on a 2018 completion of the overall campus reconstruction.

The implementation of the new campus master plan involved the acquisition of numerous residential lots on the periphery of the campus. The residential structures on the newly acquired lots have been recently demolished, and the next phase in the redevelopment of the area is to consolidate the zoning of those former residential lots, as well as lots within the campus still zoned R-4 (High Density Residential), to ED (Educational District) to create consistent zoning within the entire campus. Schools are listed as a permitted use in both the R-4 (High Density Residential) and the ED (Educational District) zoning districts.

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

approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and the City Council based on whether the zone change proposal conforms to the Plan.

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City's policy regarding future zoning and land use patterns. It also provides assurance and direction to property owners and the private development sector with respect to the desired development activity of specific areas. In this case, the Future Land Use Plan element of the 2000 Casper Area Comprehensive Land Use Plan shows the desired future land use of the area involved in the zone change to be "multi-family" and "general commercial." In 2000, at the time that the Comprehensive Land Use Plan was developed, the purchase of additional properties around the school for a major expansion was not envisioned. Although the land use designations of the specific parcels being rezoned do not match the Future Land Use Plan, the relationship between the Natrona County High School and the surrounding neighborhood is well established. Having a major school centrally located within the community is vital to maintaining a strong community core, a reoccurring theme throughout the Comprehensive Land Use Plan document. Promoting infill and redevelopment of existing sites is also a reoccurring theme throughout the Plan.

The proposed ED (Educational District) zoning district allows for the development of any and all of the following permitted uses:

1. Bed and breakfast;
2. Bed and breakfast homestay;
3. Bed and breakfast inn;
4. Colleges, universities, and/or campuses, along with associated buildings;
5. Dormitories;
6. Married and single student housing, including apartments located on a college, university, trade school, or a public or private school campus;
7. Day-care, adult;
8. Child care center;
9. Family child care center – zoning review;
10. Parks, playgrounds, golf courses, football fields, stadiums, and other similar recreational facilities operated in use primarily during daylight hours;
11. **Schools, public, parochial, and private elementary, junior, and senior high;**
12. Trade schools;
13. Neighborhood assembly uses;
14. Regional assembly uses;
15. Branch community facilities.

The Planning and Zoning Commission approved the zone change at their public hearing on March 25, 2014, and is forwarding a “do-pass” recommendation to the City Council. At the public hearing, neighbors spoke in opposition to the zone change citing concerns with increased traffic and poor traffic enforcement in the area surrounding the school. The Planning and Zoning Commission asked that the Council be made aware of the neighbors’ concerns, and requested that the City and School District work together to both educate the student drivers and increase traffic enforcement. Additional neighborhood outreach was also requested.

ORDINANCE NO. 7-14

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

PASSED on 1st reading the ____ day of _____, 2014.

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

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

APPROVED AS TO FORM:

Walter Trembly

ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

April 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a plat creating the JTL Industrial Park.

Recommendation:

That Council, by ordinance, approve a plat of a portion of the NW1/4SE1/4 & NE1/4SW1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create JTL Industrial Park, comprising 3.611-acres, more or less, located at 1525 East E Street.

Summary:

Casper Concrete Company has applied to plat 3.611-acres, more or less, located at 1525 East E Street, to create the JTL Industrial Park. The subject property is zoned M-1 (Limited Industrial) and is the location of the former JTL batch-plant, which is presently not operational. Land uses in the immediate area are commercial and industrial. The plat is creating two (2) lots, both with frontage on East E Street. The southern lot, Lot 2, is a flag-shaped lot, with road frontage on its east side, with secondary access via an access easement on its west end. The purpose of the plat is to facilitate the future redevelopment of the property.

The plat meets all City minimum requirements, and the Planning and Zoning Commission approved the plat at their public hearing on March 25, 2014, and is forwarding a “do-pass” recommendation to the City Council. There were no public comments either for or against the plat.

JTL INDUSTRIAL PARK



US INTERSTATE I-25

BURLINGTON AVE

ORDINANCE NO. 8-14

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

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

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

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the ____ day of _____, 2014.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a plat creating the BME Investments Addition No. 1.

Recommendation:

That Council, by ordinance, approve a plat of a portion of the NE1/4SE1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create BME Investments Addition No. 1, comprising 1.060-acres, more or less, located at the southwest intersection of North Beverly Street and I-25.

Summary:

BME Investments, LLC, has applied to plat 1.060-acres, more or less, located at the southwest intersection of North Beverly Street and I-25 to create the BME Investments Addition No. 1. The subject property is zoned M-1 (Limited Industrial) and is currently undeveloped. Existing land uses in the surrounding area are commercial and industrial. The proposed plat is creating a single lot. Staff recently reviewed and approved a site plan for an 11,840 square foot Frito Lay distribution warehouse on the property. A condition of the site plan approval was that the property was required to be platted, in compliance with Casper Municipal Code and Building Code requirements. Although the property has frontage on two (2) public streets, practical access to the property will be via an access easement, located to the south of the property.

The plat meets all City minimum requirements, and the Planning and Zoning Commission approved the plat at their public hearing on March 25, 2014, and is forwarding a “do-pass” recommendation to the City Council. There were no public comments either for or against the plat.

BME INVESTMENTS ADDITION NO. 1

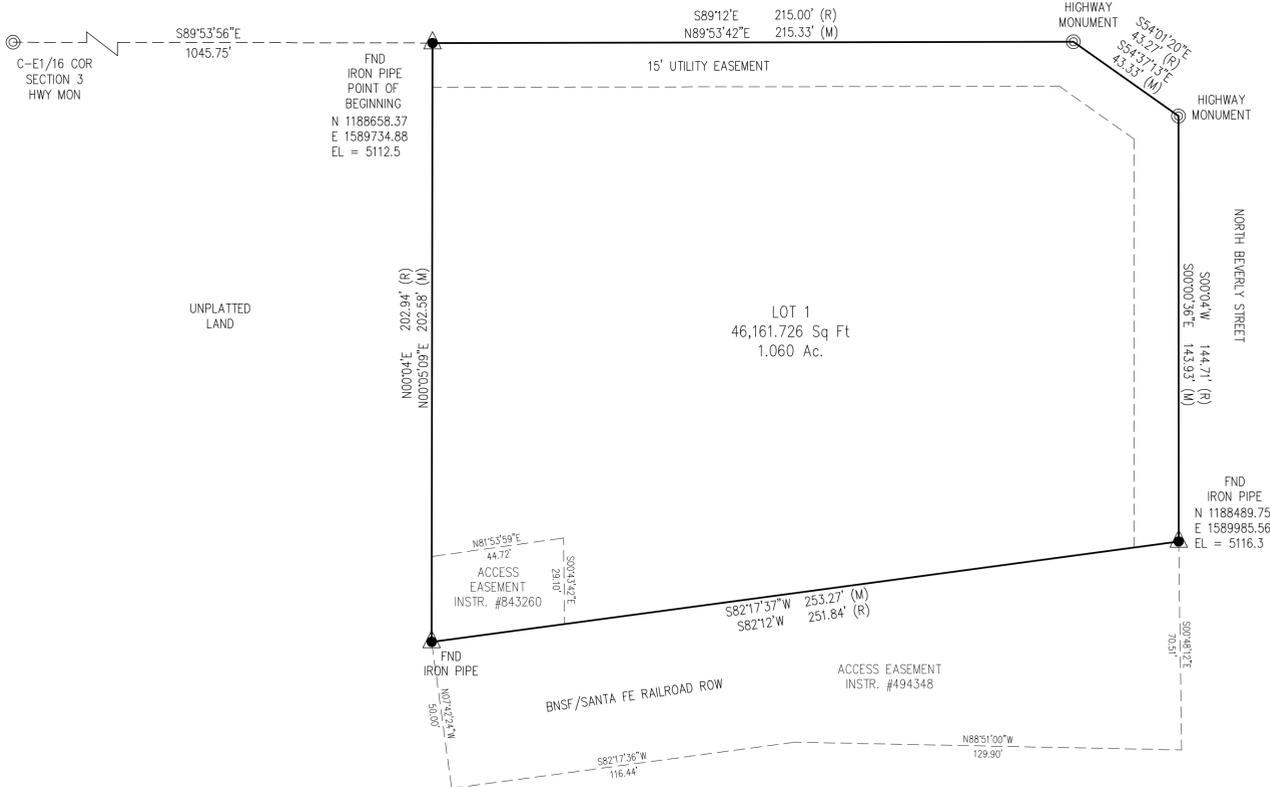


Troopers Bingo

Legend
■ Subject Property

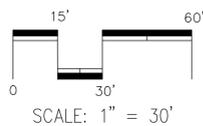


U.S. INTERSTATE 25/E STREET
(ROW WIDTH VARIES)

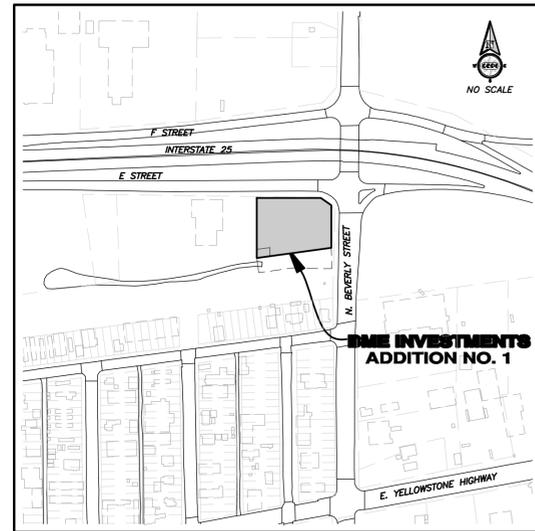


LEGEND

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



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



VICINITY MAP

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:1,430,712.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°42'13.482", AND THE COMBINED FACTOR IS 0.999777.
4. DISTANCES: U.S. SURVEY FEET/GROUND.

APPROVALS

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

ATTEST: _____ SECRETARY CHAIRMAN

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

ATTEST: _____ CITY CLERK MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2014.

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2014.

CITY SURVEYOR

RECORDED

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

INSTRUMENT NO. _____ COUNTY CLERK

CERTIFICATE OF DEDICATION

STATE OF WYOMING }
COUNTY OF NATRONA }SS

THE UNDERSIGNED, BME INVESTMENTS, LLC DOES HEREBY CERTIFY THAT THEY ARE THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE NE1/4SE1/4 SECTION 3, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C-E1/6 CORNER OF SAID SECTION 3, MONUMENTED BY A BRASS CAP;

THENCE S89°53'56"E, A DISTANCE OF 1045.75 FEET TO THE NORTHWEST CORNER OF THE PARCEL, LOCATED ON THE SOUTH LINE OF U.S. INTERSTATE 25/E STREET, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N89°53'42"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF U.S. INTERSTATE 25/E STREET, A DISTANCE OF 215.33 FEET TO THE NORTHEAST CORNER OF THE PARCEL, MONUMENTED BY A WYDOT HIGHWAY MONUMENT;

THENCE S54°37'13"E, ALONG THE NORTHEASTERLY LINE OF THE PARCEL, A DISTANCE OF 43.33 FEET TO A POINT LOCATED ON THE WEST LINE OF NORTH BEVERLY STREET, MONUMENTED BY A WYDOT HIGHWAY MONUMENT;

THENCE S00°00'36"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF NORTH BEVERLY STREET, A DISTANCE OF 143.93 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF THE BNSF/SANTA FE RAILROAD, MONUMENTED BY A BRASS CAP;

THENCE S82°17'37"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH RIGHT-OF-WAY LINE OF THE BNSF/SANTA FE RAILROAD, A DISTANCE OF 253.27 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE N00°05'09"E, ALONG THE WEST LINE OF THE PARCEL, A DISTANCE OF 202.58 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.060 ACRES, (46,161.726 S.F.), MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "BME INVESTMENTS ADDITION NO. 1" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. ALL STREETS AS SHOWN HEREON HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC. THE ACCESS EASEMENTS SHOWN HEREON ARE NOT DEDICATED TO THE USE OF THE PUBLIC AND ARE FOR THE SOLE USE OF ACCESS TO THESE PARCELS.

BME INVESTMENTS, LLC
P.O. BOX 50585
CASPER, WYOMING 82605

BRET M. MUNDELL - MANAGING MANAGER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BRET M. MUNDELL, MANAGING MANAGER OF BME INVESTMENTS, LLC, THIS _____ DAY OF _____, 2014.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____ NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN SEPTEMBER, 2013, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____ NOTARY PUBLIC

A PLAT OF

BME INVESTMENTS ADDITION NO. 1

TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE
NE1/4SE1/4 OF SECTION 3
T.33N., R.79W., 6TH P.M.
NATRONA COUNTY WYOMING
FEBRUARY, 2014

ORDINANCE NO. 9-14

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

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

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

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the ____ day of _____, 2014.

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

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

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Walter T. ...", is written above a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 17, 2014

MEMO TO: John Patterson, City Manager

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

SUBJECT: A Resolution Approving a Real Estate Purchase Agreement
of City Owned Property for Economic Development

Recommendation:

That Council, by resolution, approve a Real Estate Purchase Agreement, with Midwest Urban Development, L.L.C. on City owned property located at Lot 1, OYD No. 2 Subdivision (319 West Midwest), for the economic development and urban redevelopment of the municipality.

Summary:

The City owns property in the Old Yellowstone District located at 319 and 321 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 for half of the building; 319 West Midwest Avenue. This sale will benefit the economic development of the municipality and the Old Yellowstone District. Following the publication and notice of sale, and the public hearing, Midwest Urban Development L.L.C. has agreed to enter into a Purchase Agreement with the City of Casper.

The legal description of the property is Lot 1, OYD No. 2 Subdivision, An addition to the City of Casper, Wyoming being portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming, located at 319 West Midwest Avenue. It was recently appraised for \$216,000.

A Purchase Agreement has been prepared, whereby Midwest Urban Development, L.L.C. will purchase the building for \$225,000.

A resolution has been prepared for Council's consideration.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into this ____ day of _____, 2014 by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as the "Seller"; and Midwest Urban Development, LLC, 606 SW Wyoming Boulevard, Mills, Wyoming 82644, hereinafter referred to as the "Buyer"; the Seller and the Buyer collectively referred to as the "Parties."

RECITALS

Whereas, the Seller is the owner of real property more particularly described in Article I below; and

Whereas, the Buyer desires to purchase said real property from the Seller pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, the Parties agree by and between them as follows:

ARTICLE I: DESCRIPTION OF PROPERTY

Seller is the owner of the following described real property located in Natrona County (hereinafter referred to as the "real property"):

Lot 1, OYD No. 2 Subdivision to the City of Casper, Wyoming, hereinafter the "real property;"

ARTICLE II: PURCHASE PRICE AND CLOSING COSTS

Buyer agrees to pay Seller the total sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$225,000.00) in cash or its equivalent at closing for the purchase of the real property. Buyer agrees to deposit with the office of Rocky Mountain Title, 147 S. Wolcott, Casper, Wyoming 82601 the sum of TWO THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$2,500.00) as an earnest money deposit for the purchase of the real property within three (3) business days

after the approval of this Agreement by the Casper City Council, said sum to be credited to the purchase price of the real property at the time of closing.

Seller agrees to pay and be solely responsible for the title insurance premium attributable to the real property being sold and conveyed to the Buyer.

The Buyer agrees to pay and be solely responsible for the recording fee for the warranty deed from the Seller to the Buyer.

The Parties agree to equally split the costs of any closing agent's fee between them.

Seller agrees to pay the costs of recording all instruments as may be necessary to clear the title to the Seller's real property being conveyed under this Agreement.

ARTICLE III: WARRANTY DEED

The Seller agrees to convey, by warranty deed, all of its right, title, and interest in and to the real property to the Buyer at closing, free and clear of all liens and encumbrances, except easements, covenants, and restrictive covenants of record.

ARTICLE IV: TAXES AND INSURANCE

Seller agrees to pay all of the 2013 and prior general real estate and personal property taxes levied against the real property, and any special assessments levied against said real property prior to the execution of this Agreement.

The 2014 general real estate and personal property taxes levied against the real property shall be prorated by and between the Seller and the Buyer from January 1, 2014 to the date of closing, and if the amount of such taxes are not ascertainable by the date of closing, the proration shall be based upon the taxes levied for the 2013 tax year.

ARTICLE V: POSSESSION AND CLOSING

THE PARTIES HEREBY SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT AND THE CLOSING THEREOF AT THE TIME AND DATE SPECIFIED HEREIN.

Buyer shall have possession of the real property at the date and time of closing of this Agreement.

The closing shall occur on MAY 27 2013, at 11:00 A.m. at the office of Rocky Mountain Title, 147 S. Wolcott, Casper, Wyoming 82601, or at such other date and time as agreed to in writing by the Parties hereto.

ARTICLE VI: TITLE INSURANCE

Seller agree to furnish to the Buyer, at Sellers expense, a current commitment for an Owner's title insurance policy (the "Title Commitment") through Rocky Mountain Title, 147 S. Wolcott, Casper, Wyoming 82601 in an amount equal to the purchase price of the real property, showing merchantable title in the Seller. Seller shall deliver the title insurance commitment to the Buyer within ten (10) business days after the approval of this Agreement by the Casper City Council, and shall further deliver the title insurance policy for this transaction to the Buyer without unreasonable delay after closing.

Title to the real property shall be merchantable in the Seller. Within ten (10) business days after the Buyer's receipt of the Title Commitment, Buyer shall notify Seller, in writing, of any objections to the title (the "Title Objections"). Seller shall have no obligation to remove or cure the Title Objections, and Buyer shall have the right, in its sole discretion, to (i) obtain, at Buyer's expense, applicable endorsements to the title insurance policy covering and insuring against the said Title Objections, and Buyer may then elect to accept the then existing title insurance with the applicable endorsements and close this Agreement, or (ii) close this transaction notwithstanding the Title Objections, or (iii) terminate this Agreement by giving written notice thereof to Seller prior to closing, and upon such termination, this Agreement shall be null and void between the Parties and Seller shall refund the Buyer's earnest money deposits within Ten (10) business days of notice of such termination. In the event Buyer elects to obtain title insurance endorsements to cover any such Title Objections, or elects to close this Agreement notwithstanding the Title Objections, then, the Buyer shall be deemed to have waived such title defects, which waiver shall survive the closing of this Agreement.

ARTICLE VII: INSPECTIONS/WARRANTY

Buyer hereby states that it has inspected the real property, including all improvements, attachments, and fixtures thereof and accepts the real property in its current condition. Buyer hereby states that it is not relying upon any representation of warranty made by the Seller or any agent of the Seller, other than as set forth in this Agreement.

Buyer hereby states that it is purchasing the real property, improvements, and fixtures contained thereon **“AS IS.” SELLER MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION, ENVIRONMENTAL OR OTHERWISE, OR THE MERCHANTABILITY OF THE REAL PROPERTY BEING SOLD TO BUYER PURSUANT TO THIS AGREEMENT, EXCEPT AS TO GOOD AND MERCHANTABLE TITLE AS SET FORTH ABOVE, AND THIS WARRANTY EXCLUSION SHALL SURVIVE THE CLOSING OF THIS AGREEMENT.**

ARTICLE VIII: DEFAULT AND REMEDY PROVISIONS

Each Party hereto shall have all rights against the other Party for any default in the terms or conditions of this Agreement as provided by law, including the right to bring an action for specific performance of this Agreement.

In the event Seller fails to close this Agreement, through no fault of the Buyer, the Buyer may declare, in writing, that this Agreement is null and void, in which instance all sums paid by the Buyer to the Seller, including the earnest money deposits shall be refunded to the Buyer, which re-payment shall be in full settlement of any and all claims that the Buyer may have against the Seller for the failure to close this Agreement.

In the event the Buyer fails to close this Agreement, through no fault of the Seller, then, in that event, the Seller may declare, in writing, that this Agreement is null and void, and retain the earnest money deposits as liquidated damages as its exclusive remedy, which shall then be in full settlement of any and all claims that the Seller may have against the Buyer for the failure to close this Agreement.

ARTICLE IX: RISK OF LOSS

Risk of loss of the real property shall remain with the Seller until the Seller delivers its warranty deed to the Buyer at closing, at which time the risk of loss of the real property shall pass to Buyer.

In the event the real property shall be damaged by fire or other casualty prior to closing in an amount of not more than 10% of the total purchase price, the Seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired in such time or if such damage shall exceed such sum, this Agreement shall be voidable at the Buyer's option. In the event the Buyer elects to carry out and close this Agreement despite such damage, the Buyer shall be entitled to any and all insurance proceeds related to such damage.

ARTICLE X: AGREEMENT CONDITIONS

A. BUYER'S CONDITIONS

The Parties agree and understand that the Buyer is purchasing the real property for a use for which the Buyer will need a Restaurant Liquor License. In addition, a restricted Retail Liquor License (as set forth below) is needed for Urban Market Wines, LLC, as a lessee of the Buyer. The Buyer's obligations to close on, and purchase the real property from the Seller are subject to both of the following material conditions being met by the City prior to the closing on the real property:

1. The issuance of Restaurant Liquor License No. 11 by the City to the Buyer following a public hearing for its issuance as provided by law.
2. The issuance by the City of Retail Liquor License No. 36 to Urban Market Wines, LLC following a public hearing for its issuance as provided by law. Buyer understands and agrees that this Retail Liquor License shall be subject to the following restriction:

This Retail Liquor License shall be restricted to its use only on Lot 2, OYD No. 2 Subdivision to the City of Casper, Wyoming (the "real property"), and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the Buyer, a subsequent purchaser or lessee of the real property from the

Buyer, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

3. The Parties understand and agree that the building located on the real property may encroach upon a right-of-way of the Seller. If this encroachment exists, the Seller agrees to issue a license agreement in the Seller's standard form at the time of closing authorizing the Buyer to occupy and use that portion of the right-of-way encroached by said building.

B. SELLER'S CONDITIONS

W.S. 15-1-112((b)(i)(D) allows a municipality to sell real property to a person, without offering the property for bid, upon the governing body of the municipality finding, after a public hearing, that the property will be put to a use that that will benefit the economic development of the municipality by the person acquiring the property.

The Parties agree understand that it is necessary for the Buyer to purchase an additional lot in order to provide additional parking for the real property and the surrounding area to be fully used for the economic development of the Seller, as a municipality. In order to fulfill the economic development requirement of the Seller, the Buyer's purchase of the real property shall be subject to the following conditions, which conditions shall survive the closing of this agreement:

1. The Buyer shall, within two (2) years of the date of this Agreement purchase, and become the fee simple owner of the following described real property:

The following legal description is from a warranty deed recorded as Instrument Number 711312 in the real estate records of Natrona County, Wyoming:

THAT PART OF THE SE¼ NW¼ OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SOUTH ASH STREET AND THE SOUTHEASTERLY LINE OF WEST MIDWEST AVENUE; THENCE S. 64° 04' w., ALONG THE SOUTHEASTERLY LINE OF SAID WEST MIDWEST AVENUE, A

DISTANCE OF, 256.89 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N. 64° 04' E., ALONG SAID SOUTHEASTERLY LINE OF WEST MIDWEST AVENUE A DISTANCE OF 77.58 FEET; THENCE S. 25° 56' E., A DISTANCE OF 103.00 FEET; THENCE S. 26° 15' E., A DISTANCE OF 61.23 FEET TO A POINT DISTANT 8.5 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY SPUR TRACK ICC NO. 96, AS SAID SPUR TRACK IS NOW LOCATED; THENCE SOUTHWESTERLY PARALLEL WITH SAID SPUR TRACK CENTER LINE A DISTANCE OF 78 FEET, MORE OR LESS, TO A POINT ON A LINE WHICH BEARS S. 26° 10' E., FROM THE POINT OF BEGINNING; THENCE N. 26° 10' W., A DISTANCE OF 161 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Buyer shall provide for public parking for a reasonable number of parking spaces on a portion of this property, with appropriate signage therefor. The number of parking spaces and the times of availability will be subject to the business needs of the Buyer and may be limited in order to permit adequate parking for businesses located on the above described real property.

In the event the Buyer shall fail, for whatever reason, to acquire a fee simple interest in the above described real property within two (2) years of the date of this Agreement, the Seller shall have the absolute right to revoke both Restaurant License No. 11 and Retail Liquor License No. 36 at the end of this two (2) year purchase period. Buyer understands, and agrees to the City's right to revoke both of these liquor licenses pursuant to this condition, which shall survive the closing of this Agreement.

In the event Buyer notifies Seller prior to the closing date that it will be unable to acquire the interest contemplated herein, Buyer may, at Buyer's option, terminate this contract and receive a refund of its earnest money deposit.

2. The Seller's obligation to enter into this Agreement is conditioned upon its approval by the City Council for the City of Casper, Wyoming, following a public hearing pursuant to law.

The Parties understand and agree that the building located on the real property has a "party wall" that is shared with a building located on Lot 2, OYD No. 2 Subdivision of the City of Casper. Lot 2 is currently leased by the Seller, as lessor thereof to the Guild, which holds an option to purchase Lot 2 pursuant to the lease. The closing of this Agreement by the Seller is further conditioned upon the Buyer obtaining, at its cost, a party wall agreement with the Seller (as lessor), the Guild, as lessee, and the Buyer in a form acceptable to the Seller, the Guild, and the Buyer, which agreement shall be recorded against the respective real properties. The Parties agree that the Lessee shall have the primary responsibility under the party wall agreement before

recourse is sought against the Seller. Following the exercise of the option to purchase by the Guild, or the sale of Lot 2 to any other party the Seller shall be released from any and all liability pursuant to the party wall agreement. This liability release shall be contained in the party wall agreement and shall survive the closing of this agreement.

ARTICLE XI: USE OF BROKERS

Seller and Buyer acknowledge and agree that no broker brought about, or participated in, this transaction. Each Party agrees to be solely responsible for any and all costs and expenses arising from any claims for brokerage on this transaction based on any acts of said Party, free and clear of any claims therefor against the other Party.

ARTICLE XII: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of the Parties hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

Failure of either Party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such Party's right to exercise any such remedy for the same or any subsequent default.

This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property are hereby contained, set forth and merged in this Agreement.

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

Each Party agrees to produce at closing any and all necessary documentation to enable the closing agent to close this transaction including, but not limited to, properly executed lien or mortgage releases, deeds, and W-9 forms.

This Agreement shall be binding upon the parties hereto, and their respective successors, heirs, grantees and assigns.

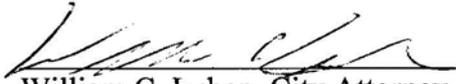
Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated and set forth above, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested.

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.

The Seller 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 Buyer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

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

Approved as to Form:


William C. Luben, City Attorney

CITY OF CASPER, WYOMING,
A Municipal Corporation, Seller:

By: _____
Paul L. Meyer, Mayor

Attest:

City Clerk

MIDWEST URBAN DEVELOPMENT,
LLC, Buyer:

By: [Signature]
Arthur Dale Boatright II, Member

By: [Signature]
Lynette Boatright, Member

By: [Signature]
John Griffith, Member

By: [Signature]
Lauren Griffith, Member

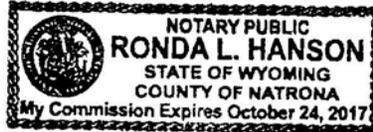
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on the _____ day of _____, 2014 by PAUL L. MEYER, Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation.

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

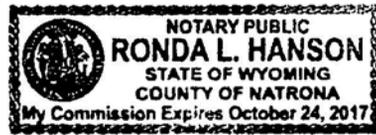


This instrument was acknowledged before me on the 1 day of May, 2014 by ARTHUR DALE BOATRIGHT II as a member of Midwest Urban Development, LLC.

[Signature]
Notary Public

My commission expires: 10/24/2017

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

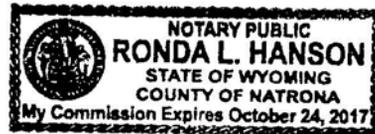


This instrument was acknowledged before me on the 1 day of May, 2014 by LYNETTE BOATRRIGHT as a member of Midwest Urban Development, LLC

Ronda L. Hanson
Notary Public

My commission expires: 10/24/2017

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

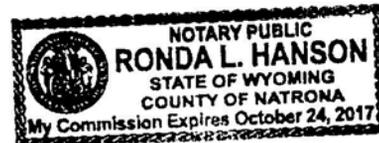


This instrument was acknowledged before me on the 1 day of May, 2014 by JOHN GRIFFITH as a member of Midwest Urban Development, LLC.

Ronda L. Hanson
Notary Public

My commission expires: 10/24/2017

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)



This instrument was acknowledged before me on the 1 day of May, 2014 by LAUREN GRIFFITH as a member of Midwest Urban Development, LLC.

Ronda L. Hanson
Notary Public

My commission expires: 10/24/2017

RESOLUTION NO. 14-122

A RESOLUTION AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT OF CITY-OWNED PROPERTY LOCATED AT LOT 1, 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 MIDWEST URBAN DEVELOPMENT, L.L.C., 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 1, 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, Midwest Urban Development, LLC (the "Buyer") is interested in purchasing and redeveloping the above described real property for a use which will benefit the economic development of the municipality; and,

WHEREAS, a Real Estate Purchase Agreement has been prepared for the sale of said real property from the City to the Buyer 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,

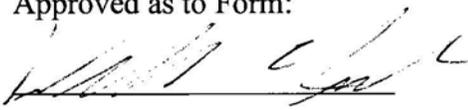
WHEREAS, the Casper City Council has found that the sale of this real property will benefit the economic development of the City of Casper, Wyoming by putting vacant property back into use which will increase tax revenues and jobs, and will aid the redevelopment of the Old Yellowstone District.

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 Real Estate Purchase Agreement, and Warranty Deed for the sale of the above described real property to Midwest Urban Development L.L.C. pursuant to the terms of said Agreement.

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:



A handwritten signature in black ink, appearing to read 'V. H. McDonald', is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 28, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V. H. McDonald, Administrative Services Director
SUBJECT: Public Hearing for Retail Liquor License No. 36

Recommendation:

That Council, by minute action, authorize the issuance of the Retail Liquor License No. 36, Urban Market Wines LLC, d.b.a Urban Market Wines, located at 319 West Midwest Avenue.

Summary:

An application has been received for a new Retail Liquor License No. 36, Urban Market Wines LLC, d.b.a Urban Market Wines, located at 319 West Midwest Avenue.

This Retail Liquor License shall be restricted to its use only at 319 West Midwest, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

Additionally, in the event the applicant shall fail, for whatever reason, to acquire a fee simple interest in the adjacent property, as described in the Real Estate Purchase Agreement between the applicant and the City of Casper, within two (2) years of the date of Purchase Agreement, the City shall have the absolute right to revoke Retail Liquor License No. 36 at the end of this two (2) year purchase period. The applicant understands, and agrees to the City's right to revoke this Retail Liquor License pursuant to this condition, which shall survive the closing of the Purchase Agreement.

The application is currently being reviewed by the State of Wyoming Liquor Division. Pending resolution of any issues that may be identified during the review, the license application is contingent on purchase of property, the submittal and construction of design and certificate of occupancy. License will not be issued until the completion of the building.

As required by State Statute, a notice for the consideration of the issuance of this license was published in a local newspaper once a week for four consecutive weeks.

April 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Issuance of Restaurant Liquor License

Recommendation:

That Council, by minute action, authorize the issuance of a Restaurant Liquor License to Midwest Urban Development, LLC, d.b.a. Midwest Market, located at 319 West Midwest Ave.

Summary:

An application has been received for a Restaurant Liquor License, Midwest Urban Development, LLC, d.b.a. Midwest Market, located at 319 West Midwest Ave.

The conditions for holding a restaurant liquor license are:

- A restaurant is required that not less than sixty percent of gross sales be derived by food services. The applicant shall satisfy the City Council that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic or malt beverages.
- Except for the sale of a full bottle of wine that has been partially consumed on premise, as prescribed by law, restaurant liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee.
- Being a new restaurant, generally it is assumed sales will be 60/40 requirement.
- A holder of a restaurant liquor license is not to serve alcoholic liquor or malt beverages to an individual person unless served in conjunction with meals served to, and eaten by, the individual person or reasonably believes the person has the intention of ordering and eating a meal.
- All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease, or at the hours specified by Casper Municipal Code, if food sales and services extend beyond the hours specified therein.
- Additionally, no restaurant liquor licensee shall promote the restaurant as a bar and/or lounge nor shall the licensee compete with a Restaurant liquor licensee in activities other than dinner functions, including, but not limited to, dances, receptions, and other social gatherings.

This Restaurant Liquor License shall be restricted to its use only on Lot 2, OYD No. 2 Subdivision to the City of Casper, Wyoming (the “real property”), 319 West Midwest, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Restaurant Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Restaurant Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

Additionally, in the event the applicant shall fail, for whatever reason, to acquire a fee simple interest in the adjacent property, as described in the Real Estate Purchase Agreement between the applicant and the City of Casper, within two (2) years of the date of Purchase Agreement, the City shall have the absolute right to revoke Restaurant Liquor License No. 11 at the end of this two (2) year purchase period. The applicant understands, and agrees to the City’s right to revoke this Restaurant Liquor License pursuant to this condition, which shall survive the closing of the Purchase Agreement.

The application is currently being reviewed by the State of Wyoming Liquor Division. Pending resolution of any issues that may be identified during the review, the license application is contingent on purchase of property, the submittal and construction of design and certificate of occupancy. License will not be issued until the completion of the building.

April 28, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V. H. McDonald, Administrative Services Director
SUBJECT: Public Hearing for Retail Liquor License No. 8

Recommendation:

That Council, by minute action, authorize the Transfer of Ownership of Retail Liquor License No. 8, Crossroads View, Inc., to d.b.a Elevations (formerly Sidelines) located at 1121 Wilkins Circle. This transfer is the result in a proposed transfer of stock in the corporation.

Summary:

An application has been received for a Transfer of Ownership of Retail Liquor License No. 8, Crossroads View, Inc., to d.b.a Elevations (formerly Sidelines) located at 1121 Wilkins Circle. This transfer is the result in a proposed transfer of stock in the corporation.

The current stock ownership of Crossroads View, Inc. is:

Sonny A. Pilcher.....100% stock held.

Subsequent of the stock transfer, ownership of Crossroads View, Inc. will be:

Arta Pilcher Blake.....50% stock held.

John Blake.....50% stock held.

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

April 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Issuance of Restaurant Liquor License No. 24

Recommendation:

That Council, by minute action, authorize the issuance of a Restaurant Liquor License to JHT Restaurant, Inc, d.b.a. Lime Leaf Asian Bistro, located at 845 E 2nd Street.

Summary:

An application has been received for a Restaurant Liquor License, JHT Restaurant, Inc, d.b.a. Lime Leaf Asian Bistro, located at 845 E 2nd Street.

The conditions for holding a restaurant liquor license are:

- A restaurant is required that not less than sixty percent of gross sales be derived by food services. The applicant shall satisfy the City Council that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic or malt beverages.
- Except for the sale of a full bottle of wine that is partially consumed on premise as prescribed by law, restaurant liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee.
- A holder of a restaurant liquor license is not to serve alcoholic liquor or malt beverages to an individual person unless served in conjunction with meals served to, and eaten by, the individual person or reasonably believes the person has the intention of ordering and eating a meal.
- All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease, or at the hours specified by Casper Municipal Code, if food sales and services extend beyond the hours specified therein.
- Additionally, no restaurant liquor licensee shall promote the restaurant as a bar and/or lounge nor shall the licensee compete with a retail liquor licensee in activities other than dinner functions, including, but not limited to, dances, receptions, and other social gatherings.

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

April 28, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Proposed Uses of Program Year 2014/2015 Community Development Block Grant Funds

Recommendation:

That Council consider the proposed uses of the City of Casper's Program Year 2014/2015 Community Development Block Grant (CDBG) funds.

Summary:

As a recipient of entitlement Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City wishes to solicit community opinion in its submission of an Annual Action Plan outlining its proposed use of CDBG funds. The Housing and Community Development Division has prepared and published a draft of the Annual Action Plan Executive Summary to be available for a 30-day comment period. The comment period began on April 21, 2014 and will end on May 20, 2014. The CDBG allocation for FY2014/2015 is **\$264,192**.

A summary of the proposed projects follows:

- Transportation Programs: **\$35,000** for ridership tokens to low income individuals for The Bus and CATC.
- Housing Rehabilitation Assistance Program: **\$25,000** for assistance to low-moderate income (LMI) homeowners with emergency repairs and program-related costs.
- LifeSteps Campus Care: **\$50,000** for necessary repairs and capital improvements.
- General Administration Costs: **\$50,000** to provide for salary and benefits for one full-time employee.
- Housing Initiatives: **\$75,000** to continue to address the housing needs in Casper for emergency, transitional, and market affordable shelters and units.
- City Core Revitalization Activities: **\$20,000** for matching façade grants.
- Clearance and Demolition: **\$9,192** for activities that remove health and safety issues in LMI areas.

The projects must meet one of three national objectives of the CDBG program: benefiting the low income population of Casper, addressing slum and blight, and/or urgent need. To ensure the public hearing is meaningful to the citizens, law requires that it be held in the presence of the Mayor and City Council members. Comments received at the public hearing will be included in the final Program Year 2014/15 Annual Action Plan and final approval will be concurrent with City of Casper budget approval.

CITY OF CASPER ANNUAL ACTION PLAN CDBG FY2014/2015

City of Casper

Executive Summary

The City of Casper is pleased to present its Fiscal Year 2014/15 Annual Action Plan to the U. S. Department of Housing and Urban Development (HUD). These projects are an effort to work toward achievement of the larger accomplishments set forth in the Five Year Consolidated Plan for 2010-2015, which include providing decent housing, suitable living environments, and economic opportunity. The City's allocation of Community Development Block Grant funds (CDBG) for the upcoming year is \$264,192. In addition, \$8,850 of program income is estimated for FY14/15 and is derived from loan interest and principal repayments by homeowners whom have borrowed from the City to make needed repairs on their homes. Carryover funds of \$55,000 (ER-RLF and matching tap grant projects) are estimated from the prior year HUD allocation. The following is the estimated breakdown of CDBG funds to allocate for FY14/15:

HUD Allocation	\$264,192
Program Income	8,850
Carryover Funds from Prior Year	<u>55,000</u>
Total	\$328,042

CDBG funds will be directed toward projects that support the community transit systems, maintenance and development of emergency and transitional housing at Life Steps Campus, new housing initiatives in partnership with local housing organizations, emergency repairs for low-moderate income homeowners, urban redevelopment in the Old Yellowstone District and the City core, and program administration. The proposed projects for this program year based on the estimated HUD allocation of \$207,631 are:

- Transportation Programs: **\$35,000** for ridership tokens to low income individuals for The Bus and CATC.
- Housing Rehabilitation Assistance Program: **\$25,000** for assistance to low-moderate income (LMI) homeowners with emergency repairs and program-related costs.
- LifeSteps Campus Care: **\$50,000** for necessary repairs and capital improvements.
- General Administration Costs: **\$50,000** to provide for salary and benefits for one full-time employee.
- Housing Initiatives: **\$75,000** to continue to address the housing needs in Casper for emergency, transitional, and market affordable shelters and units.
- City Core Revitalization Activities: **\$20,000** for matching façade grants.
- Clearance and Demolition: **\$9,192** for activities that remove health and safety issues in LMI areas.

The City's 2014-2015 Annual Action Plan is written with hopes of continuing to support the successful projects from past program years, as well as introducing new housing initiatives to support the LMI population to a greater extent.

April 23, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director
SUBJECT: Satellite Winery Permit

Recommendation:

That Council, by ordinance, amend Section 5.08.025 of the City of Casper Municipal Code pertaining to issuance of Satellite Winery Permits.

Summary:

City staff was contacted by a winery, permitted within the State, about obtaining a Satellite Winery Permit for a location in Casper. Provisions in State statutes allow a permitted winery to have up to three satellite winery permits within the State. However, such provisions do not exist in the Casper Municipal Code. Accordingly, staff presented the matter to the City Council at work session.

The proposed ordinance amends the Municipal Code to include the necessary provisions to allow for the issuance of a Satellite Winery Permit by the City Council. The application/approval process is very similar to the process for obtaining other liquor licenses; i.e. the winery seeking the Permit submits an application, for each location, that Council considers at a public hearing. The operation of a Satellite Winery is governed by the general licensing requirements contained in the Municipal Code applicable to all liquor licenses.

Specifically for Satellite Wineries, upon issuance of a permit the winery may sell its manufactured wine at the specified location. Wyoming statutes limit the permit fee for a Satellite Winery Permit not to exceed \$100.00, regardless of the number of satellite locations. Staff recommends that the fee be \$100.00 as contained in the proposed ordinance. The permit fee will allow up to three satellite locations within the City of Casper, if the winery chooses to place additional satellite wineries within Casper.

An ordinance has been prepared for Council's consideration.

ORDINANCE NO. 11-14

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

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

Section 1:

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

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

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

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

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

B. The city council:

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

Section 2:

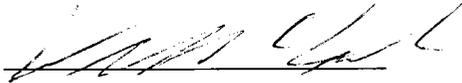
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the ____ day of _____, 2014.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

4/4/2014

MEMO TO: John C. Patterson, City Manager

FROM: Kenneth King, Fire Chief *K.K.*

SUBJECT: Ordinance to create Casper Municipal Code 15.40.085.

Recommendation:

That Council, by ordinance, create Casper Municipal Code 15.40.085 allowing penalties for multiple nuisance fire alarms.

Summary:

The Casper Fire-EMS Department supports our citizen's choice to install alarm systems that include fire detection smoke alarms, designed to give them time to immediately evacuate their home or business in the event of a fire. This technology however has some unintended consequences for emergency responders and other members of our community.

We have found that a high percentage of nuisance reporting can be attributed to improper placement of smoke alarms and/or smoke alarm maintenance issues. Nuisance reporting continues to reduce Casper Fire-EMS resources that should be available to respond to true emergencies. Due to this, we find it necessary to adopt policy that would effectively charge a fee for increased calls to the same location. Each registered alarm system user will be allowed two (2) nuisance alarms per calendar year before a fee is assessed.

We are encouraging all owners of an alarm system, to have it installed by a licensed provider and to register their system with the city for a yearly fee of \$10.00. By doing so, you not only avoid potential penalties, but also allow Casper Fire-EMS to be available for that true emergency.

An ordinance has been prepared for Council's consideration.

ORDINANCE NO. 10-14

AN ORDINANCE TO CREATE CASPER MUNICIPAL CODE 15.40.085

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

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

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

Section 1:

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

A. 15.40.085 Nuisance Fire Alarms

1. Time periods.

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

2. Registered Systems.

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

3. First Response.

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

4. Third and Subsequent Response – Civil Penalty.

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

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

5. Notice of Violation.

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

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

Section 2:

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

PASSED on 1ST reading the _____ day of _____, 2014.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 6, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Doug Follick, Leisure Services Director
Joe Fernau, Golf Course Supervisor
Andrew Beamer, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Change Order No. 2 with Wright Brothers, The Building Company, LLC
for the Municipal Golf Course Maintenance Facility, Project No. 13-30. *AS*

Recommendation:

That Council, by resolution, authorize Change Order No. 2 with Wright Brothers, The Building Company, LLC (Wright Brothers), for the Municipal Golf Course Maintenance Facility, Project No. 13-30, in the amount of \$25,919.

Summary:

The project includes construction of a new golf course maintenance facility located between the existing parking area for the Clubhouse/19th Hole Restaurant at 2120 Allendale Boulevard and South Oakcrest Avenue. It is also proposed to build a new restroom facility at 1640 Oakcrest Avenue. The project includes demolition of the existing maintenance facility, existing restroom facility, and adjacent fertilizer storage shed.

Change Order No. 2 includes the addition of radiant heaters, blown-in insulation, framing and liner panels for the storage area of the Golf Course Maintenance Facility, covering 2,437 square feet of wall surfaces and 4,941 square feet of ceiling areas. The additional work was recommended by the Architect to protect the storage area from water line breaks and movement of the concrete foundation that could result from extreme temperature spells.

Funding for this change order will be from excess contingency funds established at the contract award. Change Order No. 2 in the amount of \$25,919 will reduce the contingency to \$42,954.

A resolution is prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. Two (2) Revised

PROJECT: Municipal Golf Course Maintenance Facility
Project No. 13-30

DATE OF ISSUANCE: April 1, 2014

OWNER: City of Casper, Wyoming

CONTRACTOR: Wright Brothers, The Building Company: 1343 S. Sheridan Avenue, Sheridan, WY 82801

ARCHITECT/ENGINEER: Dale Buckingham Architects, LLC: 45 East Loucks Street, Suite 301, Sheridan, WY 82801

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

Description:

Item No. 1: In reference to Proposal Request No. 1 – Add blown in insulation package and radiant heaters and provide alternate liner and insulation that includes shaft framing and liner panel enclosure in accordance to Change Order Request #1 Rev1 dated February 26, 2014.
ADD: \$33,174.00

Item No. 2: Reference Sheet M-201, Domestic Water Plan. Mechanical Room 105 – Revise water meter size and corresponding downstream domestic CW pipe size to 1". Incoming water service and physical tap to building shall be downsized to 1". DEDUCT: \$7,255.00

TOTAL OF CHANGE ORDER NO. 2 – ADD: \$25,919.00

Attachments:

- Change Order Request #1 Rev1 dated February 26, 2014.
- Change Order Request #2A from City of Casper dated March 25, 2014.
- Change Order Request #2B from City of Casper dated March 5, 2014.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$1,599,497.00	Original Contract Time: (days or date) Substantial completion: <u>August 15, 2014</u> ; Final completion: <u>September 15, 2014</u>
Previous Change Orders No. One: <u>-\$209,290.00</u>	Net change from previous Change Orders (days): <u>77</u>
Contract Price prior to this Change Order: \$1,390,207.00	Contract Time prior to this Change Order: Substantial completion: November 1, 2014; Final completion: December 1, 2014
Net Increase change of this Change Order: \$25,919.00	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>

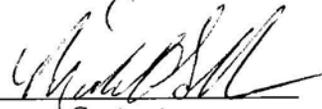
CO-2

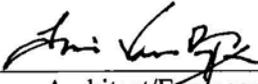
Contract Price with all approved Change Orders: \$1,416,126.00	Contract Time with all approved Change Orders:(date) <u>Substantial completion: November 1, 2014</u> <u>Final completion: December 1, 2014</u>
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ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 
Contractor

BY: 
Architect/Engineer

BY: _____
Owner

c) Water Service Line Charges/Water Physical Tap Charge

Size	Number		Cost Per New Service Line		
3/4"		X	\$145		\$0
1"	1	X	\$170		\$170
1 1/2"		X	\$385		\$0
2"		X	\$550		\$0
					<u>\$170</u>

d) Water Meter Charges

Size	Number		Cost Per New Meter		
3/4"		X	\$145		\$0
1"	1	X	\$195		\$195
1 1/2"		X	\$375		\$0
2"		X	\$500		\$0
3"		X	\$1,775		\$0

e) Special Subdivision Charges (If Any)

f) Other Ancillary Charges

Item _____

TOTAL CHARGES BY CITY OF CASPER FOR WATER SERVICE \$2,055

II. CENTRAL WYOMING REGIONAL WATER SYSTEM CHARGES

a) Central Wyoming Regional Water System Investment Charges N/A - City owned facility

Size	Number		Cost Per New Connection	Estimate # 1	
3/4"		X	\$600	\$0	
1"		X	\$1,002	\$0	
1 1/2"		X	\$1,998	\$0	
2"		X	\$3,198	\$0	
3"		X	\$7,002	\$0.00	

CREDIT

Size	Number		Credit for Old Connection		
		X		\$0	

TOTAL CHARGES BY CENTRAL WYOMING REGIONAL WATER SYSTEM FOR WATER SERVICE \$0

III. CASPER SEWER SERVICE CHARGES

a) Wastewater System Investment Charge
(Dependent upon water meter size)

Size	Number		Cost Per Connection	Estimate # 1	
3/4"		X	\$785	\$0	
1"	1	X	\$1,310	\$1,310	
1 1/2"		X	\$2,615	\$0	
2"		X	\$4,185	\$0	
Other		X	\$8,375	\$0	

CREDIT

Size	Number		Credit for Connection		
		X		\$0	
		X			

NET WASTEWATER SYSTEM INVESTMENT CHARGES

\$1,310

b) Lateral Charges or Recapture Charges

Frontage Footage

_____ X _____ per lineal foot \$0

c) Sewer Service Tap Charge to Existing Sewer Mains

	Number		Cost Per Tap*		
4"	1	X	120	\$120	
6"		X		\$0	

*Cost depends on size of existing sewer main

d) Special Subdivision Charges (If Any)

e) Other Ancillary Charges

Item _____

TOTAL CHARGES BY CITY OF CASPER FOR SEWER SERVICE

\$1,430

	Estimate # 1	_____
TOTAL CHARGES BY CITY OF CASPER FOR WATER AND SEWER SERVICE	<u>\$3,485</u>	_____
TOTAL CHARGES BY CENTRAL WYOMING REGIONAL WATER SYSTEM FOR WATER SERVICE	<u>\$0</u>	_____
GRAND TOTAL	<u><u>\$3,485</u></u>	_____

*This "Summary of Charges" check list does not include items such as participation in storage tanks, booster stations, major transmission lines, sewer interceptors, wastewater lift stations, etc.

**All excavation, backfilling, and street repairs shall be made by applicant. All excavation operations must meet OSHA requirements.

EFFECTIVE DATE: 3/5/2014

CITY OF CASPER

INSIDE-CITY WATER AND SEWER SERVICE

SUMMARY OF CHARGES

Name of Applicant: Wright Brothers

Name of Addition: 2160 Allendale Blvd - Golf Course Maintenance Building

Location of Applicant: Section _____ T. _____
R. _____ Co. _____

Mailing Address: _____

Business Phone: _____ Cell Phone: _____

I. **CASPER WATER SERVICE CHARGES**

a) **Water Distribution System Investment Charge**

<u>Size</u>	<u>Number</u>	<u>Cost Per New Connection</u>	<u>Estimate # 1</u>
3/4"	_____	X \$1,010	_____ \$0
1"	_____	X \$1,690	_____ \$0
1 1/2"	_____	X \$3,360	_____ \$0
2"	1	X \$5,385	_____ \$5,385
3"	_____	X \$10,775.00	_____ \$0
4"	_____	X \$21,210.00	_____ \$0

CREDIT

<u>Size</u>	<u>Number</u>	<u>Credit for Old Connection</u>	
_____	_____	X _____	_____ \$0
_____	_____	X _____	_____ \$0

NET WATER DISTRIBUTION SYSTEM INVESTMENT CHARGE \$5,385

b) **Lateral Charges or Recapture Charges**

Frontage Footage
_____ X _____ per lineal foot \$0

c) Water Service Line Charges/Water Physical Tap Charge

Size	Number		Cost Per New Service Line		
3/4"	_____	X	\$145	_____	\$0
1"	_____	X	\$170	_____	\$0
1 1/2"	_____	X	\$385	_____	\$0
2"	1	X	\$550	_____	\$550
					<u>\$550</u>

d) Water Meter Charges

Size	Number		Cost Per New Meter		
3/4"	_____	X	\$145	_____	\$0
1"	_____	X	\$195	_____	\$0
1 1/2"	_____	X	\$375	_____	\$0
2"	1	X	\$500	_____	\$500
3"	_____	X	\$1,775	_____	\$0

e) Special Subdivision Charges (If Any)

f) Other Ancillary Charges

Item _____

TOTAL CHARGES BY CITY OF CASPER FOR WATER SERVICE

\$6,435

II. CENTRAL WYOMING REGIONAL WATER SYSTEM CHARGES

a) Central Wyoming Regional Water System Investment Charges

N/A - City owned facility

Size	Number		Cost Per New Connection	Estimate # 1	
3/4"	_____	X	\$600	_____	\$0
1"	_____	X	\$1,002	_____	\$0
1 1/2"	_____	X	\$1,998	_____	\$0
2"	_____	X	\$3,198	_____	\$0
3"	_____	X	\$7,002	_____	\$0.00

CREDIT

Size	Number		Credit for Old Connection		
_____	_____	X	_____	_____	\$0

TOTAL CHARGES BY CENTRAL WYOMING REGIONAL WATER SYSTEM FOR WATER SERVICE

\$0

III. CASPER SEWER SERVICE CHARGES

a) Wastewater System Investment Charge
(Dependent upon water meter size)

Size	Number		Cost Per Connection	Estimate # 1	
3/4"		X	\$785	\$0	
1"		X	\$1,310	\$0	
1 1/2"		X	\$2,615	\$0	
2"	1	X	\$4,185	\$4,185	
Other		X	\$8,375	\$0	

CREDIT

Size	Number		Credit for Connection		
		X		\$0	
		X			

NET WASTEWATER SYSTEM INVESTMENT CHARGES

\$4,185

b) Lateral Charges or Recapture Charges

Frontage Footage

_____ X _____ per lineal foot \$0

c) Sewer Service Tap Charge to Existing Sewer Mains

	Number		Cost Per Tap*		
4"	1	X	120	\$120	
6"		X		\$0	

*Cost depends on size of existing sewer main

d) Special Subdivision Charges (If Any)

e) Other Ancillary Charges

Item _____ _____

TOTAL CHARGES BY CITY OF CASPER FOR SEWER SERVICE

\$4,305

	Estimate # 1	_____
TOTAL CHARGES BY CITY OF CASPER FOR WATER AND SEWER SERVICE	<u>\$10,740</u>	=====
TOTAL CHARGES BY CENTRAL WYOMING REGIONAL WATER SYSTEM FOR WATER SERVICE	<u>\$0</u>	=====
GRAND TOTAL	<u>\$10,740</u>	=====

*This "Summary of Charges" check list does not include items such as participation in storage tanks, booster stations, major transmission lines, sewer interceptors, wastewater lift stations, etc.

**All excavation, backfilling, and street repairs shall be made by applicant. All excavation operations must meet OSHA requirements.

RESOLUTION NO. 14-111

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH WRIGHT BROTHERS, THE BUILDING COMPANY, LLC, FOR THE MUNICIPAL GOLF COURSE MAINTENANCE FACILITY PROJECT.

WHEREAS, Wright Brothers, The Building Company, LLC (Wright Brothers), is under contract with the City of Casper for the Municipal Golf Course Maintenance Facility, Project No. 13-30; and,

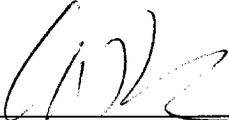
WHEREAS, the City of Casper desires to install radiant heaters, blown-in insulation, framing and liner panels for the storage area of the Golf Course Maintenance Facility for Change Order No. 2 of the Municipal Golf Course Maintenance Facility, Project No. 13-30.

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 Wright Brothers, for performing additional work related to the Municipal Golf Course Maintenance Facility for a contract price increase of Twenty-Five Thousand Nine Hundred Nineteen Dollars (\$25,919.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of One Million Four Hundred Sixteen Thousand One Hundred Twenty-Six Dollars (\$1,416,126.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 201~~3~~⁴.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 6, 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: Agreement with Ramshorn Construction, Inc.
David Street and 8th Street Improvements, Project No. 13-68



Recommendation:

That Council, by resolution, authorize an agreement with Ramshorn Construction, Inc., for construction of the David Street and 8th Street Improvements, Project No. 13-68, for the base bid amount of \$437,883.75. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$25,000.00, for a total project amount of \$462,883.75.

Summary:

On April 22, 2014, bids were received from three (3) contractors for construction of the David Street and 8th Street Improvements Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Ramshorn Construction, Inc.	Casper, Wyoming	\$437,883.75
Knife River	Casper, Wyoming	\$579,294.00
71 Construction	Casper, Wyoming	\$617,371.00

The Engineering Office estimate for the project was \$484,898.00.

The City of Casper Engineering Division and Streets Division make ongoing evaluations and considerations for street reconstruction each year. The streets for this project were determined from these evaluations, and were prioritized as needing repairs:

David Street (9th Street to Collins Drive)
8th Street (David Street to Ash Street)

Plans for the project include milling and overlay of asphalt pavement on all street sections. Accessories to the project include ADA accessible concrete ramps at intersections, asphalt patching, manhole and valve box adjustments, and inlaid traffic striping. Construction of the improvements is to be completed by August 16, 2014.

Funding for the project will be from the FY14 Arterials/Collectors 1%#14 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 Ramshorn Construction, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to undertake mill and overlay, curb and gutter replacements, ADA ramp installations, crosswalk striping and signage installation with storm sewer improvements to David Street between Collins Drive and 9th Street and to 8th Street between David Street and Ash Street; and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as the David Street and 8th Street Improvements, Project No. 13-68.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the David Street and 8th Street Improvements, Project No. 13-68, 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 8, 2014**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **August 16, 2014**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Seven Hundred Dollars

(\$700.00) 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 Four Hundred Thirty-Seven Thousand Eight Hundred Eighty-Three and 75/100 Dollars (\$437,883.75), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda Number: Two (2).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Special Provisions consisting of eight (8) 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:

David Street and 8th Street Improvements, Project No. 13-68
- 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.

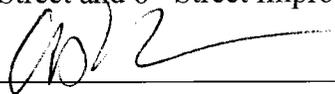
Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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:

(David Street and 8th Street Improvements, Project No. 13-68)



CONTRACTOR:

Ramshorn Construction, Inc.
P.O. Box 2422
Casper, WY 82602

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V. H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

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:

437,883.75

TOTAL COMBINED BID, IN NUMERALS: \$ ~~438,003.75~~ RB

TOTAL COMBINED BID, IN WORDS: ~~Four Hundred Thirty Eight Seven Thousand Eighty Three & 75/100~~ DOLLARS.
Eight

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:

RANSHERN Construction Inc
P.O. Box 2422
CASPER WY 82602

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 5/22/, 2014.

BF-2

Bidder is bidding as a Wyoming (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: RAMSTERN Construction Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Rich Bodily (seal)
(Title) President

(Seal)
Attest: Dawn Bodily

Business Address: RAMSTERN Construction Inc.
P.O. BOX 2422
CASPER WY 82602

Phone Number: 307-234-6879

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
David Street and 8th Street Improvements
Project No. 13-68

Bid Date: 4/22/2014, 2pm

COMPANY NAME:

RANSHAW Const. INC.

ADDRESS:

P.O. Box 5422 Casper WY 82602

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

LS = Lump Sum R&R = Remove and Replace
 SY = Square Yard FA = Force Account

LF = Linear Feet F&I = Furnish and Install
 CY = Cubic Yard EA = Each

ITEM NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	27,000.00	27,000.00
2	Install Project Signs	EA	2	400.00	800.00
3	Remove Asphalt Surfacing by Cold Milling	SY	8511	2.25	19,149.75
4	R&R Asphalt Pavement (Depth Varies)	SYI	250	14.50	3625.00
5	R&R Asphalt Pavement Section (4" Pavement/6" Base)	SY	2386	38.00	90,668.00
6	Furnish & Install Separation/Stabilization Fabric	SY	222	2.50	555.00
7	Sub-Excavate and Install Foundation Material	CY	50	38.00	1,900.00
8	Furnish & Install Asphalt Leveling Course	TON	75	105.00	7,875.00
9	F&I Paving/Overlay Fabric	SY	8511	3.00	25,533.00
10	F&I 2" Asphalt Overlay	TON	936	93.00	87,048.00
11	R&R Existing Storm Sewer Pipe with 15" PVC Catch Lead	LF	200	37.50	7,500.00
12	R&R Existing Storm Sewer Catch Basin (Depths Vary)	EA	4	3200.00	12,800.00
13	Adjust Manhole Top & Install 5'x5' Concrete Diamond	EA	3	500.00	1,500.00
14	R&R Valve Boxes	EA	2	500.00	1,000.00
15	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	8	400.00	3,200.00
16	Adjust Catch Basin Top & Install Concrete Apron	EA	9	700.00	6,300.00
17	F&I 2'x8' White X-Walk Bar Marking	EA	40	300.00	12,000.00
18	F&I 4" Solid Yellow Lane Marking	LF	2080	4.50	9,360.00
19	F&I 4" Solid White Lane Marking	LF	35	20.00	700.00
20	F&I White Turn Lane Arrow Marking	EA	3	800.00	2,400.00

21	R&R Concrete Driveway Curbcut/Approach	SF	2400	7.00	16,800.00
22	Miscellaneous Concrete Repairs	SF	600	5.00	3,000.00
23	R&R Concrete Curb & Gutter (30" Wide)	LF	2800	2.10	58,800.00
24	R&R Concrete Curbwalk/Sidewalk with Type II or III ADA Ramp	SF	1725	8.00	14,000.00
25	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	23	150.00	3,450.00
26	Miscellaneous Landscaping Repairs	LS	1	5000.00	5,000.00
27	Furnish & Install Pedestrian Crossing Signs	EA	2	500.00	1,000.00
28	F&I Temporary Traffic Control	LS	1	11,000.00	11,000.00
29	Furnish & Install 6' Valley Pan	SF	515	8.00	4,120.00

13,800

TOTAL BASE BID *Four Hundred Thirty Eight Thousand Eighty Three and 75/100* 438,083.75

R/S

R/S
\$437,883.75

RESOLUTION NO. 14-116

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMSHORN CONSTRUCTION, INC., FOR THE DAVID STREET AND 8TH STREET IMPROVEMENTS, PROJECT 13-68.

WHEREAS, the City of Casper desires to resurface several existing arterial and collector streets; and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as the David Street and 8th Street Improvements, Project No. 13-68; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Ramshorn Construction, Inc., for those services, in the amount of Four Hundred Thirty-Seven Thousand Eight Hundred Eighty-Three and 75/100 Dollars (\$437,883.75).

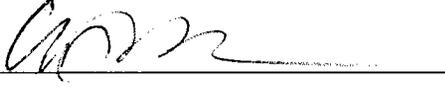
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Four Hundred Thirty-Seven Thousand Eight Hundred Eighty-Three and 75/100 Dollars (\$437,883.75), and Twenty-Five Thousand Dollars (\$25,000.00) for a construction contingency account, for a total price of Four Hundred Sixty-Two Thousand Eight Hundred Eighty-Three and 75/100 Dollars (\$462,883.75).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(David Street and 8th Street Improvements, Project No. 13-68)

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

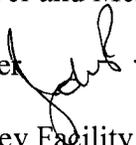
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 28, 2014

MEMO TO: His Honor, Mayor Paul L. Meyer and Members of City Council
FROM: John C. Patterson, City Manager 
SUBJECT: Amendment No. 1 to Ice Hockey Facility Development Escrow Agreement

Recommendation:

That the Casper City Council approve by resolution Amendment No. 1 to the Ice Hockey Facility Development Escrow Agreement.

Summary:

The City of Casper desires to add an ice rink (the "Hockey Facility") to the Casper Events Center. John S. Wold, individually, and as Trustee of the John S. Wold Revocable Trust, is deeply interested in seeing that the Hockey Facility is constructed and operated at the Casper Events Center.

Pursuant to the terms and conditions of an Ice Hockey Facility Development Escrow Agreement (the "Agreement"), entered into with the City, John S. Wold agreed to escrow the sum of \$1,000,000.00 towards the construction of the Hockey Facility.

The City of Casper and John S. Wold have negotiated an amendment to the Agreement. Amendment No. 1 extends the original Agreement to August 31, 2014 and removes the requirement that the City obtain a fully executed Hockey League Franchise Agreement.

AMENDMENT NO. 1 TO

ICE HOCKEY FACILITY DEVELOPMENT ESCROW AGREEMENT

This Amendment No. 1 to Ice Hockey Facility Development Escrow Agreement (hereinafter "Amendment No. 1") is entered into by and between John S. Wold, individually and as the Trustee of the John S. Wold Revocable Trust, dated May 13, 2002, Mineral Resource Center, Suite 200, 139 West Second Street, Casper, Wyoming 82601-2462 (the "Donor"); and the City of Casper, Wyoming, c/o John C. Patterson, City Manager, 200 North David, Casper, Wyoming 82601 (the "City"); the Donor and the City collectively referred to herein as the "parties."

RECITALS

WHEREAS, the Donor and the City entered into that certain Ice Hockey Facility Development Escrow Agreement on May 13, 2002, (the "Escrow Agreement") ; and,

WHEREAS, the Escrow Agreement provided that four separate escrow contingencies had to be fulfilled on or before December 31, 2013 in order for the escrow donation pledged by the Donor to be paid over to the City for the construction of the hockey facility as set forth in the Escrow Agreement; and,

WHEREAS, the parties have agreed that the requirement of the City to establish a professional hockey team should no longer be a condition of the Escrow Agreement; that the definition of Hockey Facility should be expanded to also refer to Ice Rink; and, further have agreed to amend certain other provisions, including Article III of the Escrow Agreement as provided herein; and,

WHEREAS, the parties hereto have agreed to extend the date for the Escrow Agreement as amended hereby.

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

SECTION I: HOCKEY FACILITY DEFINITION

The Parties agree that any and all references in the Escrow Agreement to "Hockey Facility" shall be amended to read: ("Ice Rink and Hockey Facility"), to better reflect the potential use of the Ice Rink Facility for other ice activities besides hockey.

SECTION II: INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment No. 1.

SECTION II: AMENDMENT OF RECITALS.

The first recital in the Escrow Agreement shall be amended to delete the reference to “professional hockey”, and otherwise amend the language, so that it shall now read:

“WHEREAS, the Donor has a deep interest in furthering the development of ice hockey in the City of Casper, for which a permanent ice rink facility (referred to as either the “Ice Rink” or “Hockey Facility”) needs to be constructed as part of the Casper Events Center located at #1, Casper Events Center Drive, Casper, Wyoming 82601, which facility would be available to members of the public for ice related activities under the management of the City; and”

SECTION III. AMENDMENT OF ARTICLE III OF THE ESCROW AGREEMENT

Article III(A): Escrow Contingencies is hereby amended as follows:

Article III(A)(1) – all references to the date “December 31, 2013” shall be amended to “August 31, 2014”; and

Article III(A)(2) – the word “solicit funding” in the first line is struck and replaced by the language “provide or obtain funding”; and, all references to the date “December 31, 2013” shall be amended to “August 31, 2014”; and

Article III(A)(3) - all references to the date “December 31, 2013” shall be amended to “August 31, 2014”; and

Article III(A)(4) – shall be struck in total.

Article III(B): ESCROW PAYOUT is hereby amended to strike reference to the Hockey Franchise Agreement(s), so that it shall now read:

“Following the Escrow Agent’s receipt of the Donor’s written approval of the Budget, Additional Funding and the Engineering Plans, as provided above, the Escrow Agent shall pay out the Donation Contribution to the City within ten (10) days of the City notifying the Escrow Agent, in writing, that the Casper City Council has approved the necessary contract(s) for the construction of the Hockey Facility, either through a bid or design build process as provided by law. The Donor agrees and understands that the Donation Contribution, after its payout to the City shall be non-revocable, and such sum shall remain and be the sole and separate property of the City, provided that said Donation Contribution is used solely for, and applied to the capital construction costs of the Hockey Facility.”

SECTION III: EXTENSION OF ESCROW AGREEMENT

The Escrow Agreement is hereby amended and extended from December 31, 2014 to August 31, 2014 to allow the City time to complete the bidding process for the Hockey Facility and otherwise comply with the Escrow Contingencies.

SECTION IV: NAMING RIGHTS CLARIFIED

Article IV(2) is hereby amended to include Donor’s successors, heirs, personal representatives or assigns, so that the it shall now read:

“NAMING RIGHTS: The Donor shall have the exclusive naming rights for the permanent Hockey Facility upon Donation Contribution being paid to the City. The naming of this Hockey Facility by the Donor, or his successors, heirs, personal representatives or assigns, shall be perpetual, and shall run with the Facility as long as it is operated as a Hockey Facility.”

SECTION V: ORIGINAL AGREEMENT & RATIFICATION

All other terms and provisions of the Escrow Agreement shall remain in full force and effect, and the Escrow Agreement as amended by this Amendment No. 1 is hereby ratified and affirmed by the Parties in all respects.

SECTION VI: MISCELLANEOUS AGREEMENTS OF THE PARTIES

Each individual executing this Extension Agreement for and on behalf of each of the parties hereby state that they have the requisite power and authority to enter into this Extension Agreement and to consummate the transactions contemplated and intended by this Extension Agreement.

This Amendment No.1shall constitute the entire understanding and agreement of the parties with regard to the subject matter hereof, and no amendment or modification of the terms of this Amendment No. 1 shall be valid or enforceable unless made in writing and executed by all parties hereto.

This Amendment No.1 may be executed in more than one copy, each copy of which shall serve as an original for all purposes, that all copies shall constitute but one in the same amendment.

This Amendment No.1 shall be binding of all the parties hereto, their respective successors, heirs, personal representatives, and assigns.

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Escrow Agreement on the date and year as stated below:



John S. Wold, Individually and as
Trustee of the John S. Wold Revocable
Trust, dated May 13, 2002
Mineral Resource Center
Suite 200
139 West Second Street
Casper, WY 82601-2462
307-265-7252

Date: 4/11/14

APPROVED AS TO FORM:



City Attorney

CITY OF CASPER, WYOMING:

Paul L. Meyer
Mayor
City Hall
200 North David
Casper, WY 82601
307-235-8224

Date: _____

RECEIPT BY ESCROW AGENT

The Escrow Agent hereby states that it has received a copy of this Amendment No.1 and agrees to be bound by the provisions thereof.

FIRST INTERSTATE BANK, ESCROW
AGENT:

By: _____

Printed Name: _____

Title: _____

RESOLUTION NO. 14-117

A RESOLUTION APPROVING AMENDMENT NO. 1
TO ICE HOCKEY FACILITY DEVELOPMENT
ESCROW AGREEMENT

WHEREAS, the City desires to add an ice skating ice rink (the "Hockey Facility") to the Casper Events Center for the promotion of the sport of hockey within the City; and,

WHEREAS, John S. Wold, individually, and as Trustee of the John S. Wold Revocable Trust, dated May 13, 2002, has a deep interest in seeing that the Hockey Facility is constructed and operated at the Casper Event Center; and,

WHEREAS, John S. Wold has, pursuant to the terms and conditions of an Ice Hockey Facility Development Escrow Agreement, entered into with the City (the "Agreement"), agreed to escrow the sum of \$1,000,000.00 towards the construction of the Hockey Facility; and,

WHEREAS, John S. Wold and the City have negotiated an amendment to the Agreement to: (1) extend the original Agreement to August 31, 2014, (2) delete from its requirements that the City obtain a fully executed Hockey League Franchise Agreement, and (3) require the City to provide or obtain funding by August 31, 2014 for the construction of the Hockey Facility; and,

WHEREAS, the Casper City Council finds that the above-described Amendment No. 1 to the Agreement 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, "Amendment No. 1 to Ice Hockey Facility Development Escrow Agreement" between the City of Casper and John S. Wold, individually and as Trustee of the John S. Wold Revocable Trust, dated May 13, 2002.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 28, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Tracey Belser, Human Resources Director *TB*
SUBJECT: Collective Bargaining Contract for 2014-2015

Recommendation:

That Council, by resolution, authorize a collective bargaining contract for 2014-2015 between the City of Casper and the Firefighters Local Union 904, I.A.F.F., AFL-CIO.

Summary:

The City of Casper and the Firefighters Local Union 904 have agreed to a one-year contract. Contract changes include:

- Vacation accrual cap increased from 220 hours to 369 hours
- Word changes to be consistent with City's Drug and Alcohol testing program
- Word changes to allow ability to receive disability surplus benefit from the City when retiring, without definition of drawing pension from Wyoming Retirement System.

It is also understood that if the City of Casper grants a bonus or cost of living adjustment (COLA), that those covered by the Local Union 904 will also be granted the same opportunity during this contract year.

This Contract will go into effect beginning July 1, 2014.

A resolution has been prepared for Council's consideration.

COLLECTIVE BARGAINING CONTRACT

Between the

CITY OF CASPER

and the

CASPER FIRE-EMS DEPARTMENT

and

FIRE FIGHTERS LOCAL UNION 904

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

2014-2015

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ARTICLE I

RECOGNITION

Section 1 - Recognition.

A. The City of Casper hereby recognizes that Fire Fighters Local 904 is the sole and exclusive representative for all the sworn employees of the Fire Department, other than those excluded in this contract, for the purpose of collective bargaining with respect to wages, hours of work, and working conditions, except as specified in the remainder of this subsection.

The Union recognizes the Chief Officer (i.e., Fire Chief) and the Division Chiefs to be a part of Management. Management personnel are not subject to the provisions of this union contract and fall directly under the City of Casper Personnel Rules and Regulations and/or individual employment contracts, as they currently exist, and as they may, from time to time, be amended.

B. The Union hereby recognizes that, when duly assigned by Council action, the City Manager and/or his authorized representatives are the sole and exclusive Bargaining Agents for the City Council of the City of Casper, Wyoming.

Section 2 - General.

The City of Casper, hereinafter referred to as the "City," and the Fire Fighters Local 904, hereinafter referred to as the "Union," in order to increase general efficiency by the Fire-EMS Department, and to maintain the existing harmonious relationship between the City and its Fire Fighters, and to promote the morale, rights, well-being, and sincerity of the Union and the City hereby agree as follows.

Section 3 - Non-Discrimination.

Basis: Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, or handicap.

Union Activity: Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, except as provided for in the Constitution and By-Laws of I.A.F.F. Local 904. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

Gender: Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE II

DISPUTE RESOLUTION

Section 1 - Definition and Procedure.

Definition and Procedure: A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement, by the Union, or by the City involving the meaning, interpretation, or application of the express provisions of this Agreement or existing work rules.

Step One - Within twenty (20) calendar days of the party's knowledge of a grievable occurrence, the Union shall present in writing a statement of the grievance, the contract provision violated, and a description of the restitution desired to the Fire Chief. In the case of City grievances against the Union, the Fire Chief shall present the same to the Union President.

Within ten (10) calendar days, the Chief (or Union President) shall respond in writing.

Step Two - If the response of the Fire Chief is not considered satisfactory, the Union may within ten (10) calendar days appeal the Chief's decision to the City Manager. The City Manager shall respond within ten (10) calendar days.

Step Three - If the response of the City Manager or the Union President is not considered satisfactory, the Union or the City may, within five (5) calendar days, request in writing arbitration. If the parties cannot agree upon an arbitrator(s) within an additional ten (10) calendar days, the parties shall petition the District Court within ten (10) calendar days for the appointment of an arbitrator(s) in accordance with the provisions of the Uniform Arbitration Act.

Time limits may be extended upon mutual agreement.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the provisions of this Agreement. The arbitrator shall consider only the specific issues submitted in writing by the City and Union.

If notice is not given within the five (5) day period specified in Step 3, the right to arbitration shall be considered to be waived.

It is further agreed hereto that the City and its Fire Fighters shall not enter into any court action or file any claim for any alleged grievance or violation of this contract until provisions of the grievance procedure and the Uniform Arbitration Act have been followed.

The City and Fire Fighters agree not to subject to the grievance procedure those matters relating to examination, suspension, reduction in grade, and/or discharge from the Fire Department which are appropriate for hearing and decision by the Civil Service Commission.

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1 - Rights of Management.

Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of Management, and the exercise of such rights or functions shall not be subject to the grievance procedure, except as to the resolution of whether or not a specific matter is a Management right. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes, but is not limited to:

1. The determination of Fire-EMS Department policy, including the right to manage the affairs of the Fire-EMS Department in all respects.
2. The right to assign working hours, including overtime.
3. The right to establish, modify, or change work schedules, manning of apparatus, and amount of apparatus in the main or reserve fleet.
4. The right to assign Fire Fighters to other duties within the Fire-EMS Department when their apparatus is out of service.
5. The right to direct the members of the Fire-EMS Department, including the right to hire, promote, discipline, or transfer any Fire Fighter.
6. The right to organize and reorganize the Fire-EMS Department in any manner it chooses, including the size of the Fire-EMS Department and the determination of job classifications and ranks based on duties assigned.

7. The determination of the safety, health, and property-protection measures provided by the Casper Fire-EMS Department for the citizens of Casper.
8. The selection, promotion, or transfer of Fire Fighters to supervisory or other managerial or division assignments.
9. The allocation and assignment of work to Fire Fighters within the Fire-EMS Department.
10. The determination of policy affecting selection or training of Fire Fighters.
11. The scheduling of operations and determination of the number of hours of assigned duty per week.
12. The establishment, modification, and enforcement of Fire-EMS Department rules, regulations, and orders.
13. The transfer of work from one position to another within the classified service of the Fire-EMS Department.
14. The introduction of new, improved, or different methods and techniques of operation of the Fire-EMS Department or of changes in existing methods and techniques, so long as said methods and techniques or changes do not increase unreasonably the risk of injury or illness or any way threaten the safety of any member of the Fire-EMS Department.
15. The placing of service, maintenance, or other work with outside contractors or other agencies of the City.
16. The determination of the number of ranks and the number of Fire Fighters within each rank.
17. The determination of the amount of supervision necessary.
18. The transfer of Fire Fighters from one station to another.
19. The right to institute, continue, modify and/or discontinue, without any requirement to negotiate or otherwise receive the consent of the Union, a program of assigning employees to work out-of-class on a temporary basis for training or other purposes. Such program may involve the payment of extra compensation to employees working out-of-class. The Union will be informed of program details in writing.

It is agreed that no conduct or action of the City or the Union hereunder shall be inconsistent with any provision of the Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters, and the discretionary power invested in the City and the Fire Chief shall not be exercised in an arbitrary or capricious manner.

The exercise of such rights does not preclude employees or the Local from initiating a grievance as set forth in this contract for any alleged violation of this Agreement, Personnel Rules and Regulations, Civil Service Rules and Regulations, and the Laws of Wyoming governing Fire Fighters.

Section 2 - Probationary Period.

New employees shall be subject to a probationary period as established in State Law from the date of last hiring, and shall not become regular employees until after completion of said period. Probationary employees may be terminated at any time in the sole discretion of the City, without notice, and such termination shall not be subject to the grievance procedure. Upon satisfactory completion of the probationary period, the employee shall acquire seniority status from the date of last hire.

Section 3 - Performance Evaluation (Proficiency Rating).

The methods and procedures involved in performance evaluation shall be the responsibility and at the discretion of Management. Management shall be responsible for providing the fairest evaluation and techniques practicable. Fire Department supervisors shall be responsible for evaluating individuals as fairly as practicable. Evaluations shall be made no less than annually.

Section 4 - Rules and Regulations.

The City shall have the right to make such reasonable directions, rules, and regulations as may be deemed necessary by the City for the conduct and management of the affairs of the City, and the Union agrees that the employees shall be bound by and obey said directions, rules, and regulations. The City agrees that no directions, rules, or regulations will be made which are in conflict with this Agreement. Employees shall promptly and efficiently execute the instructions and orders of those above them in the chain of command. If an employee or employees believe a direction, rule, regulation, instruction, or order of a supervisor is unreasonable or unjust, the employee or employees shall comply with the direction, rule, regulation, order, or instruction of the supervisor, but with the further provision that such employee or employees may regard the direction, rule, regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in Article II, Section 1, of this Agreement.

Any rule or regulations not specifically addressed in this contract, but outlined in the City of Casper Personnel Rules and Regulations, shall apply to Fire Fighters.

In the event that an employee or employees shall refuse to comply with a direction, rule, regulation, or shall refuse to execute promptly and efficiently an instruction or order of a supervisor, the City shall have the right, at its option, to suspend or discipline the offending employee or employees, subject to the Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

In the case of an administrative investigation conducted by Human Resources, Risk Management, the City Attorney's office or the Fire Chief and/or their respective designees, failure to answer questions regarding employment may result in disciplinary action up to and including termination. In that case and circumstance, the employee shall be advised by the person investigating the situation that nothing stated by the employee in the administrative investigation can be used against that employee in any subsequent criminal investigation pertaining to that employee.

ARTICLE IV

UNION RIGHTS, RESPONSIBILITIES AND BENEFITS

Section 1 - Responsibility.

Union Responsibility: The Union recognizes its responsibility as bargaining agent and owes the same responsibility to all employees, whether Union members or not, in compliance with all applicable state statutes.

Section 2 - Strikes.

The Union agrees that there shall be no strikes, slow-downs, stoppage of work, or any interference with the management of the Fire-EMS Department. The City agrees that there shall be no lock-out of Fire Fighters.

Union officials shall be responsible for taking affirmative steps to return employees to work or resume full services if a strike or slow-down occurs. Action by Union officials would include:

Prompt disavowal of such conduct by public announcement.

Posting of general notice in employees' meeting location explaining such disavowal; and

advising employees individually that such conduct is unlawful and prohibited by this Agreement.

The City shall have the right to discipline or discharge any employee encouraging or participating in a strike, slow-down, or other interference in accordance with this Agreement, the Personnel Rules and Regulations, Civil Service Rules and Regulations, and the laws of Wyoming governing Fire Fighters.

Section 3 - Wage Schedule

A. Effective July 10, 2014, employees will be paid according to the following:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SHIFT	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
Trainee	\$16.22				
Fire Fighter	\$17.19	\$18.05	\$18.95	\$19.91	\$20.89
Engineer	\$18.90	\$19.84	\$20.84	\$21.88	\$22.98
Captain	\$21.75	\$22.84	\$23.97	\$25.17	\$26.43
Battalion Chief	\$23.92	\$25.12	\$26.37	\$27.70	\$29.07
DAY					
Community Risk Reduction Officer I	\$27.29	\$28.65	\$30.07	\$31.59	\$33.17
Community Risk Reduction Officer II	\$31.39	\$32.95	\$34.60	\$36.33	\$38.14

Note: Promotions will result in no less than a 5% pay increase.

Comments: For the purposes of reporting annual gross pay to the Wyoming Retirement System on behalf of Fire "A" pension participants, annual gross pay is calculated by taking the Step 5 Fire Fighter hourly wage times 91 hours, plus one and one-half (1.5) times that hourly rate times 5 hours, and the total times 30.42 work periods per year.

An employee will advance to the next wage step on his/her next anniversary date. "Anniversary date" is defined as the date the employee in question was initially hired, unless the employee has been promoted, in which case the date of his last promotion is the anniversary date. Employees in wage Step 5 will not receive a step increase.

Receipt of a step increase is not an indication of satisfactory job proficiency or performance.

- B. The hourly rate set forth above will be the employee's straight time hourly rate. For the purpose of computing overtime, this rate will be multiplied by one and one-half.
- C. Pay Checks. Employees will be paid for ninety one (91) hours straight time, holiday pay if applicable, five (5) hours FLSA overtime, and call-backs as per Article IV, Section 4, every twelve (12) days. Employees will be paid the remainder of hours worked, no more than four (4) business days after the end of the 12-day work period.

Section 4 - Overtime.

Employees will be paid for actual hours worked. Employees will not automatically receive overtime pay unless they actually work their minimum scheduled hours. Disability leave taken will not count as hours worked for the purposes of calculating non guaranteed FLSA overtime except in the case of an emergency call back.

A. Call Back.

In keeping with the policy of the City to maintain an effective fire fighting force, it may be required for employees to work overtime on a shift basis. Rotating seniority overtime lists are established by the Department. Employees may be called in rotating order, when necessary, to fill positions.

1. Partial call back of twenty (20) hours or less will be administered by calling down the list, which begins with the least senior of the Fire Fighters. A name is crossed off the list if: 1) the Fire Fighter is unreachable, 2) he/she refuses the call back, or 3) he/she accepts the call back.

In the case of partial callbacks that are numerous and known well in advance, management may post a list of available partial callbacks and members may sign up for them.

A sign-up list will be posted and all personnel will be notified by email. For the first week Fire Fighters may sign-up for a limited number of slots (determined by Battalion Chief). Multiple picks may be made in each round following the first week depending on the number of partial callbacks available until all slots are filled. Management will specify how many slots can be chosen for each round of picks.

If the Fire Fighter cannot make the scheduled callback, he/she will find a replacement, change the master list, and notify the on-duty Battalion Chief.

2. Full-time call back of twenty (20) hours or more will be administered by calling down the list, which begins with the least senior of the Fire Fighters. A name is crossed off the list if: 1) the Fire Fighter is unreachable, 2) he/she refuses the call back, or 3) he/she accepts the call back.
3. Exceptions: If, at the time of call back, a fire fighter is participating in a department-sponsored required, or non-required, activity, he will not be crossed off the call back list. Department-sponsored activities include, but are not limited to the following:
 - a. Classes
 - b. Seminars
 - c. Conferences
 - d. Meetings
 - e. Testing processes
 - f. Scheduled time trades
 - g. Wildland assignments
 - h. FEMA assignments
 - i. In the event that an activity does not fit into any of the above categories, the Fire Chief, or the Fire Chief's designee, will make the final determination if the activity is department sponsored.

No employee shall be called for less than two (2) hours and shall be allowed one hour to report for duty after being contacted by pager, telephone or other direct means. Forwarding of employees assigned pagers will be allowed. Overtime pay shall be at one and one-half (1.5) times for each call back hour so worked. Employees held over for reasons of manpower other than emergencies shall receive overtime pay at one and one-half (1.5) times the employee's base rate for each hour so worked. Except in the case of emergencies and/or special operations, overtime pay on a holiday shall be at triple time.

B. Emergency Call Back and Special Operations.

Call back in the case of any emergency or special operations, including those occasions on holidays, shall be at one and one-half (1.5) times the employee's straight time hourly rate of pay.

C. Platoon Personnel

Platoon employees shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate of pay for all hours worked in excess of ninety one (91) hours in a 12-day work period, except as provided in Paragraph "A" above.

D. Day Personnel.

Other employees of the Department not exempt under the terms of the Fair Labor Standards Act will be paid at the rate of one and one-half (1.5) times their basic hourly rate for all hours worked in excess of forty (40) hours in a seven (7) day work period.

E. Compensatory Time.

Compensatory time, at the rate of 1.5 times straight time, may be awarded in lieu of cash overtime for department-related work or education when that work or education must be completed outside the regularly scheduled work period.

Management reserves the right to cash-out compensatory time balances. Compensatory time can be used when the absence does not necessitate a call-back at the time it is scheduled. Compensatory time must be scheduled at a minimum of two (2) hours per use. Compensatory time may be scheduled with the on-duty Battalion Chief and/or Acting Battalion Chief starting at 0800 on the shift that it is to be used on a first come first serve basis. Management will make reasonable effort to permit the use of compensatory time as requested by the employee. Compensatory time may incur roving charges to the Fire-EMS Department at no penalty to the employee. The maximum accrual for compensatory time will be forty-eight (48) hours for shift personnel and forty (40) hours for day personnel.

Section 5 - Clothing Allowance.

The employee shall be responsible for reasonable care of his equipment and willful neglect shall be cause for disciplinary action. The clothing shall be worn during duty hours only, to and from work, community relations work, and Fire-EMS Department functions, and any deviation will be considered misuse of City property and may be subject to disciplinary action. The City shall provide for the normal care and maintenance of said equipment to insure that it be kept in good and safe condition.

All entry-level shift personnel shall be granted a uniform credit equal to the actual cost of three (3) work uniforms (3 shirts and 3 pair of trousers); one (1) pair of safety boots or safety shoes; one (1) pair of coveralls; and, two (2) tee-shirts (black and/or gray with logo), and any other item required.* Uniforms are the property of the City of Casper and upon termination or resignation from the Fire Department, prior to completion of the probationary period, all clothing issued or paid for by the City of Casper shall be returned to the Department.

Upon permanent assignment, a dress uniform will be furnished consisting of the following:

- a. 1 dress cap;
- b. 1 dress coat;

- c. 1 pair dress trousers;
- d. rank and classification badges and insignia as required; and,
- e. dress shoes.

All shift personnel below the rank of Division Chief shall be granted annual uniform replacement credit equal to the actual cost of one (1) work uniform (one shirt and one pair of trousers); one (1) pair of safety boots or safety shoes; one (1) pair of coveralls; and, two (2) tee-shirts (black and/or gray with logo), and any other item required.* The credit can be used for the purchase or replacement of any item required to be worn by the uniform policy which is issued by the City. It can also be used for any approved optional item of clothing. The City shall provide for normal repair or replacement of the current allotment of clothing, except as provided in the first sentence of Article IV, Section 5. Repair and replacement of clothing purchased in prior contract years shall be the exclusive responsibility of the employee.

The uniform order will be provided to all employees no later than June 15. The employee order form will be completed and submitted by July 15 and the uniform items will be ordered no later than August 1.

All day personnel shall be allotted the amount of the annual uniform allowance and can either order from the uniform list or purchase civilian clothes and be reimbursed up to the same dollar amount allotted to each Fire Fighter. The Union and Management may mutually agree on instances where exceptions are necessary.

All personnel shall be provided one (1) pair of sweat pants and uniform jacket, as needed.

* The above items, where appropriate, shall be Nomex or NFPA approved.

Section 6 - Hours of Work.

Platoon or Fire Protection Employees. It is agreed that the declared work period for such employees is twelve (12) days, and that they shall work in twenty-four (24) hour shifts, on a three (3) platoon basis as posted on the Fire Department bulletin board. The declaration is made pursuant to 29 USC Section 207(K) and 29 CFR Part 553.

1. The 48/96 shift schedule is a three-platoon system in which employees work two consecutive twenty-four hour shifts for a total of forty-eight (48) hours, and have ninety-six consecutive hours off. A typical work period is as follows:
X= work day, and O=day off: XXOOOOXXOOOOXXOOOO and so on.
2. A shift is defined as twenty-four (24) hours.

3. The maximum consecutive hours an employee can work will be ninety six (96). If an employee has reached his maximum hours worked they will not be removed from a callback list.
4. In the event a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work December 23rd will be reassigned to work on December 24th. The shift originally scheduled to work December 24th will be reassigned to work December 23rd.
 - a. In the event that this effects the hours of work in a work period, other reassignments shall be agreed upon by labor and management.
5. It is agreed that the declared work period for platoon employees is twelve (12) days.

Day Personnel. The normal work period shall consist of eight (8) hours per day, with five (5) days of work scheduled during a seven (7) day work period. Normally, the work days would be Monday through Friday. Work schedules shall be at the discretion of the Chief.

Platoon personnel. Employees required to travel from one work duty station to another and are notified before 08:00 shift exchange shall be paid fifteen (15) minutes to gather firefighting equipment and travel to new station. No travel time will be paid for travel required for employee shift exchange as in Section 19 – Shift Exchange.

Section 7 - Pension Payroll.

The City and the Fire Fighters shall pay their proportionate share into the Firemen's Pension Fund, as required by the State Treasurer in accordance with State Law. The proportionate shares shall be calculated on the gross pay with each payroll processed.

The City contributes 12% of Fire Fighter's compensation towards the Plan "B" retirement. If the state determines that the "B" pension has reached a level where it is no longer necessary to fund the plan at the 12% level, the City will make available to the individual Fire Fighter the option of contributing the difference between the required State contribution and 12% to the State of Wyoming's Deferred Compensation plan. However, each Fire Fighter must match the City's contribution to the State of Wyoming's Deferred Compensation plan dollar for dollar. (An example would be, if the State dropped the required City contribution from 12% to 10%, the City would contribute up to 2% to the State of Wyoming's Deferred Compensation plan contingent upon the individual Fire Fighter contributing the same amount as the City, i.e. up to 2%). The City has no further obligation if the fire fighter does not participate by matching the dollar amount.

The State of Wyoming's Deferred Compensation plan is designated for all employees covered by this Collective Bargaining Agreement who opt to participate in the City sponsored Deferred Compensation plan.

Section 8 - Health, Dental and Life Insurance.

Health insurance costs, which include major medical and dental coverage, are to be shared by the employee and the City. Fire Fighters will enjoy the same health insurance benefits and pay the same premiums as all other regular full-time City employees. Premiums may be adjusted by the City from time to time.

The Casper Fire-EMS Department will be provided up to two (2) representatives on the City's Health Plan Design Committee.

Life insurance shall be maintained by the City at a level equivalent to the employee's annual salary to a maximum of \$32,000.

Fire Fighters retiring after the effective date of the 1997-98 Collective Bargaining Agreement, and their dependents, shall enjoy the same health insurance benefits and pay the same premiums as all other City retirees. "Retirement" shall mean separation from the City as a Fire Fighter upon terms that entitle the employee to receive a service or disability pension under Article 2 or 4, Chapter 5, Title 15, of the Wyoming State Statutes, as amended.

A Retirement Health Savings (RHS) Plan with the International City Management Association Retirement Corporation (ICMA-RC) shall be provided to all employees covered by this Collective Bargaining agreement. Such Plan shall have a direct mandatory Employer contribution of \$500 each plan year per employee, and a direct mandatory contribution of \$500 per Employee covered by this Collective Bargaining agreement each Plan year. This benefit is dependent on mandatory enrollment of all employees covered by this Collective Bargaining agreement. A participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits immediately upon separation from service.

Nothing herein shall be construed to limit any rights of the parties under law to negotiate an alternative health and dental insurance plan.

Section 9 - Vacation.

Platoon Personnel:

Definitions:

Shift: A "shift" equals twenty-four (24) hours.

Partial Vacation Shift: Partial vacation shifts are only available in 12-hour increments limited to

blocks beginning at 0800 and 2000.

Anniversary Date: In reference to the vacation selection process, an employee's anniversary date shall be the date of hiring.

Pick: A "pick" is defined as consecutive duty cycle(s) (tours), or a partial or a single shift.

Full Duty Cycle or tour: A "full duty cycle or tour" is defined as 2 consecutive regularly scheduled 24 hr shifts.

Accrual and Balances:

Platoon Personnel:

Effective July 1, 2012, the vacation accrual shall be as follows:

- A. Service of less than 5 years – 8 shifts (6.31 hours / 12-day pay period)
- B. Service of 5 or more, but less than 10 years – 9 shifts (7.10 hours / 12-day pay period)
- C. Service of 10 or more, but less than 15 years – 12 shifts (9.47 hours / 12-day pay period)
- D. Service of 15 or more, but less than 20 years – 13 shifts (10.26 hours / 12-day pay period)
- E. Service of 20 or more – 14 shifts (11.05 hours / 12-day pay period)

All platoon personnel may have, up to, a maximum of three hundred sixty nine (369) vacation hours in their vacation bank.

Vacation Selection Process:

The vacation list shall be issued no later than November 1 of each year. Vacations shall be selected by December 31 of each year for the following year. Vacation shall be selected on a rotating seniority basis. Vacation picks can be chosen or floated during rotating seniority picks. Vacation leave shall be maintained with a positive balance after December 31, 2014, unless written approval is granted by the Fire-EMS Chief.

Prior to January 1st, no more than three (3) persons can be scheduled on vacation on any given shift. Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. A third vacation slot is available for full tour, single, or partial shifts. A single vacation period may not exceed a consecutive twelve (12)-shift period.

Examples:

Correct selections prior to January 1st:

July 3-4	Jones, White, Johnson (4)
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July 3-4	Jones, White, Johnson
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Incorrect selections prior to January 1st:

July 3-4	Jones, White(4), Johnson (4)
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July 3-4	Jones, White(3), Johnson (4)
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Two of the three vacation slots are reserved for full duty cycle (tour) vacations until January 1. Therefore, in this example Johnson could not schedule a single or partial shift during the selection process as White had already selected a single shift during the tour.

Floating Shifts:

Floating shifts may be chosen first come first serve after January 1st and may be used in any open vacation slot. Floating shifts may be taken as full shifts, or as partial (12-hour) shifts. Vacation slots must be picked by 7:00 a.m. of the day chosen.

A fourth floating vacation slot is available after January 1st only when scheduled staffing is such that a fourth vacation slot will not cause a drop below minimum staffing levels. An employee using a fourth vacation slot must provide a standby to cover the vacation shift in the event said vacation shift would cause a call back. The standby must be available until 0700 of the shift taken.

Floating shifts used for the purpose of time trades will not result in any additional expense to the City (i.e., you must have a standby in the event the shift is in a call back situation).

The Chief Officer may allow reselection in the event vacation slots become available after December 31. Vacation hours may be used in the event of an emergency with the approval of the on-duty Battalion Chief. Only in this use can vacation be taken in increments other than 12 or 24 hours.

Holidays:

If a shift employee is on vacation, and his/hers assigned platoon works a holiday, he/her shall be granted another shift of vacation, but said employee shall not be eligible to receive compensation for such holiday at double time. If an employee chooses to take holiday shift on a holiday, no extra time shall be granted, nor shall the employee be paid double time for such a day of vacation.

Day Personnel:

Effective July 1, 2010, the vacation shall be as follows:

- A. Service less than nine years - 14 business days (4.31 hours per bi-weekly pay period);
- B. Nine years, but less than fifteen – 20 business days (6.15 hours per bi-weekly pay period);
and,
- C. Fifteen years, but less than twenty - 24 business days (7.38 hours per bi-weekly pay period).
- D. Twenty years or more – 25 business days (7.69 hours per bi-weekly pay period).

A business "day" equals eight (8) hours.

In reference to the vacation selection process, employee's anniversary date shall be the date of hiring. Vacation time shall be taken when such time does not impair the operational needs of the Casper Fire-EMS Department and notice shall be given to the Battalion Chief at least seven (7) days prior to the requested vacation time.

Day personnel will have a maximum accrual limit of two hundred twenty (220) hours.

Upon separation of employment with the City of Casper, up to a maximum of three hundred sixty nine (369) hours of the employee's accrued vacation time shall be paid to him/her in accordance with the hourly rate the employee was receiving at the time of separation from service. Any vacation balance in excess of three hundred sixty nine (369) hours shall not be compensated to the employee by the City of Casper. In the event of death of an employee all of the employee's accrued vacation time, at the time of death, shall be paid to his/her estate in accordance with the hourly rate the employee was receiving at the time of his/her death.

Section 10 - Holidays.

All shift personnel whose duty cycle begins at 8:00 a.m. on any of the following listed dates shall be compensated for such work at two (2) times their base pay, provided, however, they actually work such duty cycle on the actual day of the holiday.

2014

July 4
September 1
October 13
November 11
November 27
November 28
December 25

2015

January 1
February 16
May 25

In the event the City of Casper grants any City employees more than ten (10) holidays annually, Casper Fire Fighters shall be granted such additional holiday or holidays.

Platoon Fire Fighters who work on any of the above dates shall be compensated as above. Day personnel shall observe the holiday recognized by general City employees for those holidays listed above.

Section 11 - Sick Leave.

- A. Platoon Personnel: Sick leave for non-duty connected injury or illness shall be accrued at the rate of 6.63 hours per 12-day work period or 8.4 shifts per year. Sick leave shall be charged per hour used. Sick leave accumulation shall commence at date of employment.
- B. Day Personnel: Sick leave for non-duty connected injury or illness shall be accrued at the rate of 5.54 hours per bi-weekly pay period, one and one-half (1-1/2) days per month eighteen (18) days per year of continued employment.
- C. Sick leave shall be granted upon request, provided that the Chief may require a written affidavit of the employee or a written doctor's statement before certifying to sick leave pay. Employees shall be charged for one (1) hour of sick leave for every hour of sick leave used, calculated to the nearest hour within a one (1) hour minimum.
- D. Sick leave may be used for emergency medical conditions in the immediate family.
- E. Sick leave (one shift per instance) may be used for attendance at the Fire Fighter's child's delivery. An additional one (1) shift may be used upon approval of the Fire Chief in extenuating circumstances.
- F. One (1) shift of bereavement leave may be used for death in the immediate family. This shift of bereavement leave will not be deducted from the Fire Fighter's sick leave bank. Shifts of sick leave shall be granted with the approval of the Fire Chief in extenuating circumstances. Immediate family shall be defined as parent, grandparent, brother, sister, child, grandchild, or spouse and equivalent relations by marriage. One (1) shift of sick leave can be used in the case of death of the employee's and by marriage equivalent: aunt, uncle, niece, nephew. Additional shifts of sick leave shall be granted with the approval of the Fire Chief.
- G. Sick leave shall be accrued by classified personnel without limit. The classified employee shall be paid the rate being paid to employee, as of the date of retirement, for one-half (1/2) of his accrued sick leave upon retirement, not to exceed one-fourth (1/4) of the employee's annual scheduled hours of work. For clarification purposes "Retirement" in this section is defined as termination of a firefighting career in any of the following situations:

- After Twenty Five (25) years of service
- Employee has reached Fifty (50) years of age
- Employee has met requirements for a disability pension under Article 2 or 4, Chapter 5, Title 15, of the Wyoming State Statutes, as amended.

- H. Sick leave will be available to Fire Fighters who trade time, upon the approval of the Battalion Chief or Station Captain. Refer to Section 19 on shift exchange.
- I. Any false representation, when substantiated by a medical doctor, chosen and paid by the City, made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.
- J. For shift personnel, sick leave will not be used for non-departmental scheduled medical appointments.

Section 12 - Injury Leave.

- A. Whenever a classified employee of the Fire Department is injured while within the scope of his job responsibilities, he/she shall apply for benefits as provided by the Wyoming Worker's Compensation Act. The employee also shall have the option of using sick leave and, when sick leave is exhausted, vacation, to bridge and/or supplement worker's compensation benefits.

In the event of a duty-connected injury which necessitates an absence from duty for less than 72 consecutive hours, the employee shall have the option of using up to 24 hours of sick leave for said injury. In the event of a duty-connected injury which necessitates an absence of 72 consecutive hours or more, the employee shall have the option of using sick leave and, when sick leave is exhausted, vacation at the rate of 8 hours for each 24-hour absence from duty due to compensable injury. The option to use sick leave or vacation to supplement worker's compensation payments shall cease as of the earliest date that the employee is eligible for retirement or disability pension in accordance with the provisions of the Firemen Pensions and Death Benefits Act.

- B. In the event that a Worker's Compensation Claim is approved and subsequently it is found that just cause exists to contest said claim, Management may file a grievance, as provided for herein, prior to taking any other remedial action.
- C. Any false representation made by an employee in connection with a claim for State Compensation benefits shall be deemed just cause for discipline.
- D. Employees returning from injury leave refer to the physical fitness section of the Casper Fire-EMS Department Policy Manual for return to full duty requirements.

Section 13 - Family and Medical Leave Policy.

The City will abide by the provisions of the Family and Medical Leave Act of 1993. Fire Fighters will be covered by the City-wide policy, which will be effective August 5, 1993, as amended by the City from time to time.

Section 14 - Career Development.

Employees may be granted time and expenses to attend conferences, conventions, and schools each year. For payroll purposes, time sheets will be kept for travel, classroom attendance, and homework assignments outside of the class. Employees attending approved career development opportunities will be granted education hours, in addition to the travel, classroom attendance, and homework hours, to maintain regular scheduled work period hours.

Expenses shall include lodging, air transportation, ground transportation, tuition, and meals. All requests for schools and conferences shall be made to the Fire Chief or his designee. Time off will be granted based upon manning and Casper Fire-EMS Department need.

Section 15 – Incentive Pay (State of Wyoming Certification and Education).

The following grid stipulates incentive pay that will apply to all employees covered by this collective bargaining agreement. The incentive percentages shown on the grid are to be applied to the employees then hourly rate of pay to determine the amount of the additional incentive pay, which percentages, in no event, shall accumulate to a total of more than of 7.5%. Incentive pay may change from year to year depending on what certifications and/or education is achieved. It is the responsibility of the employee to provide Human Resources a copy of the certification and/or education upon receipt of certification/degree. Positions authorized to receive said incentive pay will be at the discretion of the Fire Chief.

1% Incentive	2.5% Incentive	3.5% Incentive	5% Incentive	7.5% Incentive
CAR SEAT TECHNICIAN	EMT – FULL MODULE	B.A./B.S.	EXECUTIVE FIRE OFFICER	PARAMEDIC
HAZMAT TECHNICIAN	P.O.S.T.		M.A./M.S.	
PLATOON COORDINATOR	A.A./A.S.			
SCBA				
PIO				
EMT - INTERMEDIATE				
FIRE & EXPLOSION INVESTIGATOR				
FIRE PLANS EXAMINER				
ENGINEERING TECHNOLOGIES TECHNICIAN				
FIRE PROTECTION SPECIALIST TECHNICIAN				

Those who currently receive incentive pay of \$0.10/hour for 32 credit hours will be grandfathered and shall continue receiving this rate of incentive pay. As of the date of this Agreement, those who are grandfathered in will be the only ones to receive incentive pay for 32 credit hours.

All accreditation must be sanctioned by institutions governed under the American Council on Education and verification must be presented to the Fire Chief, or his designee, prior to payment. All degrees must be in Fire Science, Public Administration, Business Administration, Health Sciences, Education, or a related field.

Tuition and the cost of required course supplies (i.e., books) for approved college courses will be reimbursed, at the Fire Chief's, or his designee's, discretion, provided that reimbursement is contingent upon prior written approval and presentation of a grade notice from the college indicating a passing grade of "C" or better. If authorized by the Fire Chief or his/her designee, the employee is eligible for at least Four Hundred Dollars (\$400.00) per annum, for preA.A. or A.S. degree classes. If authorized, the employee is eligible for up to eight hundred dollars (\$800.00) per annum, for degree classes applicable for B.A. or B.S. degrees. Classes must be related to the job and approved by the Fire Chief or his designee.

Section 16 - Rule Changes.

The Union shall be given vocal consideration of rule changes proposed by the City to the Civil Service Commission.

Section 17 - Union Business.

- A. The Union shall notify the Fire Chief of the names of the Officers of the Union within at least one week following their designation. When approved by the Fire Chief, the President, or in his absence, the Vice-President and the Secretary-Treasurer, shall be allowed time off to attend Local 904 Union meetings. Said approval shall be granted by the Fire Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of Fire Fighters required for such business.
- B. When approved by the Fire Chief, four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty. Said approval shall be granted by the Fire Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave.
- C. Four (4) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union, for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty, provided that such time off shall not interfere with the administration and operation of the Fire Department.
- D. The President and the Vice-President, or their authorized representative, shall be allowed a combined total of six (6) calendar days per year off with pay to attend I.A.F.F. seminars and conventions, Federated Fire Fighters of Wyoming organization meetings, negotiation sessions, labor/management meetings, or preparation for negotiations, or meetings between City and Union. In no case may more than two (2) on-duty employees be absent from work at any given time. The Chief Officer must be notified in advance of said absences, except in extenuating or aggravating circumstances.

In addition, whenever the above representatives are working on legislative problems of mutual interest to the City and the Union, as agreed upon by the Union President and the City Manager such as revenue legislation, pension meetings with the Wyoming Association of Municipalities, or with a State legislative committee, they shall be allowed time off with pay to attend these meetings.

- E. No employee shall leave his/her assigned job or position without first duly reporting to his/her supervisor when he/she leaves and immediately upon his/her return.

- F. Members of the Union are permitted to attend the Legislative Session for any purpose, except that such attendance shall not be at a time when the employee is being compensated by the City, unless such payment is as a result of a shift exchange as provided in the first paragraph of Section 19 of this Article.

Section 18 - Public Service.

Any member of the Fire-EMS Department who is appointed to a City-related public office, governmental commission, or governmental committee, which shall not be a full-time position, may be granted leave from duty without loss of seniority or other benefits upon the approval of the Fire Chief. In this instance, the City will pay, in wages, the difference between any payment received for said service/s, if any, and wages for the employee's regularly scheduled work period.

Section 19 - Shift Exchange.

SHIFT EXCHANGE FOR LEGISLATIVE USE:

For purposes of the provisions of Article IV, Section 17(f), employees may, by agreement between themselves, exchange shifts so long as: (1) a suitable replacement is provided by the employee attending the Legislative session; (2) attendance by the employee at the Legislative session results in no added cost to the City; Shift exchanges under this Section may be canceled by the Fire Chief, or his/her designee, if such cancellation is necessary to insure full shift strength, or in the event of an emergency.

SHIFT EXCHANGE FOR GENERAL PURPOSES:

Exclusive of the provisions of Article IV, Section 17(f), employees may by agreement between themselves, exchange not to exceed 26 shifts annually with the consent of their superior. Additional shift exchanges within a pay period may only be with the prior written approval of the Chief Officer. Shift exchanges for attendance at National Guard Camp, or donation of time by employees to any member representing the Union in Local 904 affairs, shall be permitted, but lists setting out such replacements and shifts to be served must be submitted to the Chief Officer fifteen (15) calendar days prior to departure, except in extenuating and aggravating circumstances.

Sick leave will be available to Fire Fighters who trade time, upon the approval of the Battalion Chief or Station Captain. The Battalion Chief may ask the employee to report to the station to verify the illness or injury. Employees who use sick leave on a time trade will be required to report the hours as "time trade disability". Employees will not receive payment for time trade disability hours, but will have those hours deducted from their disability bank.

The Union holds the City harmless from any action or inaction due to exchanged shifts. In the event an employee terminates employment, all shift exchange obligations are the responsibility of all individuals involved. Employees may not project termination dates, (except in some retirement situations to meet service requirements) to include any form of paid time off.

Section 20 - Off-Duty Work.

The use of off-duty time by a member of the Casper Fire-EMS Department, when not in uniform, shall not be subject to any restriction by the City, except as to avoid overtime pay as provided under applicable labor laws and regulations, provided that no such use of off-duty time shall materially interfere with such member's performance while on duty, nor promote conflict of interest.

Section 21 – Union Representation

Employees have the right to Union representation at a disciplinary meeting. It is the employee's responsibility to request Union representation. Union representation is defined as a Local 904 member that is a current Executive Board Member. Management is defined as the Fire Chief or his or her designee.

- Management may not select the Union representative for the employee.
- Management should allow time for the employee to consult with a Union representative before the meeting. Work time must be granted if the expediency of the meeting does not allow for the use of personal time for this consultation.
- Management cannot require the Union representative to remain silent throughout the meeting.
- Employees cannot unreasonably delay the disciplinary meeting by insisting on a Union representative who is absent from the work site when there is another representative available.
- The Union representative shall not transform the meeting into an adversarial confrontation between the Union and the employer.
- If Union representation is requested, then both management and Union representation shall keep official minutes of the disciplinary sessions. Both parties shall exchange copies of the minutes at the end of the meeting for edit and approval. The parties shall jointly initial minutes mutually approved. The format of the minutes will be a brief summary rather than a verbatim record.

ARTICLE V

MISCELLANEOUS

Section 1 - Seniority and Promotions.

The Fire Department will establish a seniority list, and it will be brought up to date on November 1 of each year and immediately posted in an accessible location to all employees. Any objections to the seniority list as posted will be reported to the Fire Department within ten (10) days, or it will stand approved.

Any classified employee, after holding a position or rank, will not be subject to re-examination for the same position when such transfer is requested by Management. In order to facilitate a return to a previously held position, the most junior person in that class will be returned to the rank previously held. Any classified employee reassigned to a lower position or class due to a decision by Management other than for failure of probation will, for a period of three (3) years following said reassignment, be certified as "number one" on any existing or subsequent promotional lists for the permanent position from which employee was reassigned. All non-management promotions will be made within fourteen (14) days from the time of such vacancy, and must come from the active promotions list at the time of the vacancy. The City shall attempt promotions to management positions within sixty (60) days for Division Chiefs and ninety (90) days for Fire Chief of such vacancy, except in the case of a reduction in force, or where appropriate, the City Manager may have a reasonable extension of time, if a certified promotional list exists. The City will hold examinations as often as needed to insure the current status of eligibility lists for non-management positions. All promotions will be subject to a twelve (12) month probation period. All eligibility lists will remain in effect for a period of two (2) years following the date of certification by the Civil Service Commission.

All pay changes, including promotions, that occur in the first half of the 12-day work period are effective the first day of the period, and all pay changes, including promotions that occur in the second half of the 12-day work period are effective the first day of the following 12-day work period.

Fire employees who elect, either through promotion or transfer, to move from shift work to days or vice versa will be subject to benefit conversion. The benefit conversion will be calculated under the appropriate following formula:

Shift to days:

$$\frac{2080 \text{ (annual days hours)}}{2920 \text{ (annual shift hours)}} = (0.7)$$

shift disability leave hours balance x 0.7 = day balance conversion
shift vacation leave hours balance x 0.7 = day balance conversion

Days to shift:

$$\frac{2920 \text{ (annual shift hours)}}{2080 \text{ (annual days hours)}} = (1.4)$$

day disability leave hours balance x 1.4 = shift balance conversion

day vacation leave hours balance x 1.4 = shift balance conversion

Section 2 - Training, Physical Conditioning and Health Evaluation.

The City and the Union agree that physical fitness of all departmental personnel is desirable for prevention and mitigation of injury, as well as providing fit employees capable of meeting the demands required of them. As such, management shall implement a plan of physical fitness to include:

- A. Participation in a regularly scheduled physical fitness program for all departmental employees, each shift or day, to be noted on the performance evaluation.
- B. An annual test, agreed upon by management and the Union, to measure the physical ability of each individual in accordance with performance standards established by management and based upon job related standards. Results of individual and overall performance standards shall be made available to the Fire Chief within ten (10) working days of testing.
- C. Annual physical assessments will be performed by all employees covered by this collective bargaining agreement. Assessments and results will be strictly confidential. Assessments will be conducted six months opposite the scheduling of the annual physical fitness test. The results will not be used in any disciplinary actions against the employee. Only the training division will store the test results. The results are only to be seen by the employee and fitness coordinator. This material will have no effect on performance evaluations or consideration for promotion. Test results will serve to assist the employee to gauge personal performance to ensure readiness for the annual physical fitness test. Fire administration will be responsible for having a minimum of three fitness coordinators; Coordinators will be educated in fitness and certified by management.
- D. The City shall provide a medical examination/physical by a medical care provider that is mutually acceptable between the City and the Union. The medical examination/physical will be scheduled per the following criteria and shall include inoculations and testing in compliance with OSHA mandates and Fire-EMS Department management recommendations:

Under the age of forty (40) – Bi-annual
Over the age of forty (40) – Annual
Haz-Mat Technician - Annual

Section 3 - Indemnification.

The City shall, upon review of the particular circumstances, save harmless and indemnify Fire Fighters against any tort claim or judgment arising out of an act or omission occurring within the scope of their duties as Fire Fighters, as provided by Wyoming Governmental Claims Act. The City recognizes and will abide by its obligation to the Fire Fighters expressed in the Wyoming Governmental Claims Act. It's not the intention of either party that the City or the Fire Fighters waive any immunity or limitation of liability.

Section 4 - Labor/Management Meetings.

The Union and the City shall establish mutually acceptable times to meet for discussion on general City policies relating to Union-Management cooperation, a review of major City programs as they relate to the fire fighting function, and suitable items of general interest to the employees of the Department. These meetings shall not be used to discuss alleged grievances either by the Union or by the City.

Section 5 - Safety.

When the Safety Committee is asked for a recommendation by the Fire Chief, the Union shall have one designated person on the Committee to represent the Union and provide input.

Section 6 - Effective Date and Duration.

This Agreement shall become effective the 1st day of July 2014 and shall remain in force and effect until June 30, 2015.

This Agreement can only be amended by a written document signed by both parties hereto. Any request for collective bargaining concerning a contract following the expiration of this agreement shall be presented in writing to the other party not more than one hundred thirty (130) days, or less than one hundred twenty (120) days before the last day on which money can be appropriated in the year this agreement expires by the City as provided by W.S. 16-4-11.

If any portion of this Agreement is determined to be illegal, unenforceable, or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof. Also, this shall not give any right to either party to negotiate or renegotiate any part or all of this Agreement unless mutually agreed to in writing.

Section 7 - Custom and Usage.

Existing working conditions not specifically mentioned herein, and established prior to July 1, 1978, by custom and usage, shall not be altered during the life of the Agreement, except

by mutual consent. Future working conditions can be unilaterally altered or withdrawn by Management, except in cases where said working conditions have been mutually negotiated as a part of a collective bargaining contract, or mutually consented to as reflected in a Memorandum of Understanding. Management reserves the right to make administrative changes in operation consistent with efficiency and modern fire fighting techniques.

Section 8 - Embodiment of Agreement.

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior written agreements, unless expressly stated in this Agreement or Memorandum of Understanding.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not prevented by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 9 - City of Casper – Fire-EMS Department Drug and Alcohol Testing Policy.

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SECTION I: PURPOSE

In compliance with the Drug-free Workplace Act of 1988 and in recognition of the Fire-EMS's compelling interest in provide a work environment that is safe, healthy, and productive for employees and the public, the following policy has been accepted:

- A. Employees are advised that manufacturing, distributing, dispensing, possessing, or using illegal controlled substances, including alcohol, on the job is prohibited; and there are job related penalties for violations.
- B. The Fire-EMS department follows the City's Drug Free Workplace Policy and shall abide by the terms within this policy.
- C. An employee, after being arrested for a violation of a criminal drug or alcohol law or ordinance, shall notify the Fire Chief, or his/her designee, of such arrest no later than five (5) calendar days after such arrest. Any such employee shall further notify the Fire Chief, or his/her designee, of any conviction, acquittal, deferral or other disposition of any such criminal charge or charges no later than five (5) calendar days after any such conviction, acquittal, deferral, or other disposition thereof.

SECTION II: CONSEQUENCE OF VIOLATION

Termination of employment will be recommended for any Fire-EMS employee who tests positive for alcohol or a controlled substance pursuant to this policy. Any supervisor, who violates responsibilities identified in this policy, shall be subject to disciplinary action in accordance with the City of Casper Personnel Rules and Regulations Manual.

SECTION II: SELF DISCLOSURE

If a Fire-EMS employee self-discloses a drug or alcohol problem to the Fire Chief and/or the Human Resources Director before being suspected of being under the influence of drugs or alcohol, or before being selected for a random test for drugs/alcohol pursuant to this policy, no disciplinary action will be taken against the employee for the act of self disclosure. Such an employee will be advised that he or she may use accrued benefits according to the City FMLA leave policy to seek help from a Substance Abuse Professional.

SECTION III: APPLICABILITY

This policy applies to all employees covered under this collective bargaining agreement assigned to the Fire-EMS.

This policy shall be applied consistent with Article V, Miscellaneous, Section 9 of the Collective Bargaining Agreement between CF-EMS employees Local 904, IAFF, and the City.

SECTION IV: DEFINITIONS

CONTROLLED SUBSTANCE – means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in Regulation 21 CFR 1308.11—1308.15.

ILLEGAL DRUGS – means any drug or controlled substance, the possession or use of which is unlawful, pursuant to any federal, state, or local laws or regulations.

UNDER THE INFLUENCE – The use or misuse of any drug or controlled substance, or alcohol that results in a positive drug/alcohol test as defined in the Section V., C.

SECTION V: PROCEDURES

The following procedures apply to all Fire-EMS employees while on duty.

A. Prohibited Activity – Drugs

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest or inhale any illegal, controlled, or dangerous substance, unless as prescribed by a licensed medical practitioner.
 - a. Employees shall notify their immediate supervisor of the employee's use of prescription medicine that may impair job performance. It is the employee's responsibility to consult with his or her doctor regarding the nature of his or her duties and the interaction with the prescribed drug. The employee shall advise the supervisor of the known side effects of the medication and the prescribed period of use. The prescribed medicine shall be taken according to the physician's instructions. The employee is not required to disclose either the condition that the medication is prescribed for or the name of the medication.
 - b. Employees shall notify their supervisor immediately if they unintentionally, while on duty, ingest, inhale, etc. a controlled substance.
 - c. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in a secure location as described in Section VIII of this policy, and not in the employee's personnel file.
3. No employee shall ingest or inhale any prescribed medication in amounts beyond the recommended dosage, unless authorized by the physician.

B. Prohibited Activity – Alcohol

1. All employees are prohibited from possessing alcohol while on duty with the exception of medications containing alcohol. This section does not apply to employees handling alcohol-containing products in the performance of their duties.

2. No Fire-EMS employee shall report for duty or remain on duty while having greater than 0.02% blood-alcohol concentration.

C. Positive Tests

1. A positive alcohol test is a test where the result is above 0.02% blood alcohol content.
2. Concentrations of an illegal drug at or above the standards set forth in 49 CFR Part 40 in the field of illegal drug testing shall be considered as a positive test, both for initial screening and confirmation. Confirmation shall be by test on a urine specimen that tested positive, on the initial screen, using a technologically different method from the initial screening method, such as gas chromatography/mass spectrometry. "Generally accepted standards" means the standards set forth in 49 CFR Part 40 and used by a certified testing laboratory used for any drug/alcohol test described in this policy.

The employee's supervisor will request an Instant Test to be performed by Urgent Care of Casper, or if unavailable, another testing facility in the discretion of supervisor, when he/she believes there are specific, articulable, and objective facts from which it is reasonable to infer that further investigation of an employee's behavior is warranted. The employee's supervisor will refer to Section IV, Testing, Subsection B. Reasonable Suspicion Testing of the Fire-EMS Department's drug and alcohol policy."

Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination for requesting an Instant Test to be performed. All written reports shall be forwarded to Human Resources.

SECTION VI: TESTING

A breath, and/or a urinalysis, or saliva test under this policy shall be used in any of the following situations:

Pre-employment testing
Reasonable suspicion and Post Accident testing
Random testing

A. Pre-employment Testing

After a conditional offer of employment and before an employee is hired, each fire fighter candidate shall be tested for alcohol and controlled substances. The conditional offer shall be withdrawn if either test indicates a positive result.

B. Reasonable Suspicion and Post Accident Testing:

1. Matters and circumstances that may be considered in determining reasonable suspicion include:
 - a. Information concerning a prohibited activity;
 - b. The reliability of the information;
 - c. The degree of corroboration;
 - d. Other contributing factors;
 - e. Abnormal or erratic behavior by the employee;
 - f. Information concerning recent drug or alcohol use by the employee, provided by reliable and credible sources;
 - g. Direct observation of drug or alcohol use prior to the time of an accident/incident and/or situation;
 - h. Presence of observable symptoms consistent with drug and alcohol use; including but not limited to, glassy or bloodshot eyes, alcohol odor, slurred speech, poor coordination and/or poor reflexes;
 - i. Involvement in an on-duty accident or incident. City employees who are involved in an on-duty accident or incident shall be subjected to an Instant Test performed by Urgent Care of Casper, or if unavailable, another testing facility in the discretion of the Risk Manager. Post accident testing provides for a safety discount on the Workers' Compensation premium;
 - j. A positive test result falls under the Drug and Alcohol Policy for City employees who are required to have a CDL.
2. Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination that reasonable suspicion existed. This documentation is to be forwarded to the Fire Chief or his/her designee, and to Human Resources.
3. The facts and documentation underlying the determination of reasonable suspicion shall be disclosed to the employee at the time the demand for testing is made.
4. An employee, pending a drug/alcohol test, shall be temporarily removed from his or her job duties pending an investigation, and shall be placed on administrative leave with pay until the results of the drug/alcohol tests are received. The

employee shall not be allowed to drive to or from the testing site, and the employee will be escorted to the testing facility and home by the supervisor, Fire Chief, and/or a Human Resources employee. If the employee tests positive for alcohol or drugs, the employee will continue on administrative leave, and a recommendation for termination of employment shall be made.

5. If an alcohol test is not administered within eight (8) hours or if a required controlled substance test is not administered within thirty-two (32) hours of the determination of its necessity, attempts to administer such test shall be abandoned and the reasons why the test was not administered shall be documented. Copies of this documentation shall be supplied to the Human Resources Department.

C. Random Testing

Random drug and alcohol testing shall be conducted for the Fire-EMS as follows:

1. At a minimum, CF-EMS employees, excluding management and secretarial staff, equal in number to ten percent (10%) of the average number of Fire-EMS positions, will be selected at random for alcohol testing each year.
2. At a minimum, Fire-EMS employees, excluding management and secretarial staff, equal in number to twenty five percent (25%) of the average number of Fire-EMS positions, will be selected at random for controlled substance testing each year.
3. If, after any year of testing, the City Manager determines that the annual positive test rate so warrants, the percentage of random testing may be decreased or increased.
4. The method for selecting Fire-EMS employees for testing shall be determined by the City but the method shall be scientifically valid and shall result in each Fire-EMS employee having an equal chance of being tested each time a selection is made.
5. Tests shall be unannounced and spread throughout the calendar year.
6. The Human Resources Director or his/her designee shall notify the supervisor that an employee is to be tested. The supervisor will notify the employee in person as soon as the employee arrives for work or is available during a work shift.
7. Upon notification of selection, Fire-EMS employees are to proceed immediately to the test site. Fire-EMS employees shall be accompanied to the test site by a supervisor.

SECTION VII: TESTING METHODOLOGY

- A. Employees shall sign a consent form at testing facility allowing the breath, and/or urine, or saliva test to take place and permitting release of test results to the City, and for the City's use in any and all employment disciplinary or termination actions or proceedings. Employees, who refuse to sign the consent form, to be tested, or to otherwise cooperate in the testing process, shall be deemed to have tested positive and a recommendation for termination of employment shall be made.
- B. Testing for drugs and alcohol and test sample verification shall be performed by certified personnel selected by the City. The test specimen for alcohol shall consist of a breath sample. The test specimen for drugs shall be urine or saliva.
- C. Confirmation for a positive alcohol test shall be done by a second breath test. The employee may request, at their expense, a blood test as confirmation.
- D. Confirmation for a positive drug test shall be by testing the saliva or urine specimen that tested positive, on the initial screen, by using a technologically different method from the initial screening method, such as gas chromatography/mass spectrometry. All positive drug test results shall be reviewed and interpreted by a Medical Review Officer (MRO) before they are reported to the employer. "Medical Review Officer" means the individual responsible for receiving laboratory results, who is a licensed physician. If the testing laboratory reports a positive result to the MRO, the MRO shall contact the employee, in person or by telephone, and shall conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the MRO determines that there is a legitimate medical use of the prohibited drug, the drug test result shall be reported as negative to the employer. The MRO is designated by the City's chosen provider.
- E. Each test specimen for drug testing shall be subdivided into two bottles labeled as a "primary" and a "split" specimen. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of a controlled substance, the employee, at her/his expense, has seventy-two (72) hours to request the split specimen be sent to another certified laboratory for analysis. The employee will be reimbursed if the confirmation shows a negative result. The MRO initiates this procedure.
- F. The City shall pay the cost of all tests, which it requires. If an employee is required to submit to an examination or test, or await test results, the employee shall be paid his or her normal rate of pay during the testing and waiting period.
- G. In the event that an individual to be tested for drugs appears unable to provide a urine specimen at the time of the test, he or she shall be permitted no more than three (3) hours to give a specimen, during which time the individual shall remain in the testing area, under observation. The individual shall be given no more than forty (40) ounces of water

to drink over the course of the three hours. Whenever there is a reason to believe that a specimen may have been altered or a substitution made, a second specimen shall be immediately provided by the employee. The testing facility will provide documentation to the Human Resources Director explaining the reasons for a second specimen. Failure to submit a specimen shall be considered a refusal to submit to a drug and/or alcohol test unless a physician provides a documented medical reason. A refusal to submit to the drug/alcohol test shall be deemed to be a positive test and a recommendation for termination shall be made.

- H. The Human Resources Director or his/her designee shall be advised of the results of the drug and/or alcohol test by the MRO.

SECTION VIII: HANDLING TEST RESULTS, RECORD RETENTION, AND CONFIDENTIALITY

- A. The Human Resources Director or her/his designee shall maintain records of alcohol, controlled substance, and drug misuse in a secure location with access restricted to the employee, the City Manager, the Human Resources Director, Human Resources Supervisor, Risk Manager, the employee's supervisor, and City legal counsel.
- B. The following records shall be retained for five years:
 - 1. Records of alcohol test results showing blood alcohol content.
 - 2. Records of verified positive controlled substance/drug test results.
 - 3. Documentation of refusals to take required alcohol or controlled substance/drug tests.
 - 4. Consent to Test and Release Information forms.
 - 5. Calibration testing records (kept at the testing/laboratory facility).
- C. An employee's test results shall be available for inspection by the employee.
- D. Records relating to an employee's drug/alcohol testing or misuse of drugs/alcohol may be used and disclosed in any and all termination or disciplinary actions or proceedings by the City. Such records shall not be released to other third parties without the employee's consent absent a court order.
- E. An employee's supervisor shall be informed of a confirmed positive test result by the Human Resources Director or his/her designee.
- F. The confidentiality of an employee's drug/alcohol testing and the records related thereto shall be waived for purposes of hearings and further proceedings if the employee appeals his/her termination, or brings or commences an action against the City in any court or administrative agency which is based on, or in any way related to the employee's drug/alcohol test. The City shall have the right to disclose and use the employee's

drug/alcohol records and documentation only in the defense of, and in the course of any such appeal, court, or administrative action.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement as of the ____ day of _____, 2014.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor



John C. Patterson
City Manager



Tye Herron
President
FIRE FIGHTERS LOCAL UNION 904
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

APPENDIX A

NOTE: APPLICABLE STATE STATUTES
AND CIVIL SERVICE RULES AND REGULATIONS

RESOLUTION NO. 14-118

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CASPER FIRE FIGHTERS LOCAL I.A.F.F. UNION 904 FOR THE CONTRACT YEAR 2014-15, EFFECTIVE JULY 1, 2014.

WHEREAS, the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904 have met and concluded negotiations for the 2014-15 contract year; and,

WHEREAS, certain changes have been negotiated between the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor and the City Manager are hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Casper Fire Fighters' I.A.F.F. Local Union 904 for the contract year 2014-15.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 6, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Cynthia C. Langston, Solid Waste Manager
Jason Knopp, P.E., Associate Engineer

SUBJECT: Contract with Solid Waste Professionals of Wyoming, LLC
Biosolids Composting Area and C&D Waste Cell Project No. 13-39CQA

Recommendation:

That Council, by resolution, authorize a contract for professional services with Solid Waste Professionals of Wyoming, LLC, (SWP), to perform construction quality assurance (CQA) oversight and project administration during construction of the Biosolids Composting Area and Construction & Demolition (C&D) Waste Cell project, in an amount not to exceed \$54,500.

Summary

The contract for the construction of the Biosolids Composting Area and C&D Waste Cell project in the amount of \$1,020,612 has been presented for Council approval. The construction of the Biosolids Composting Area and C&D Waste Cell project consists of excavating a C&D landfill cell, sub-grade preparation, building the composting facility, and the installation of a new waterline and water fill station to be used for composting operations.

Golder Associates was selected in September 2013 to put together a bid package to design and prepare construction bid documentation. Golder Associates teamed with SWP to insure bid documents were prepared to maximize efficiencies and reduce construction costs. SWP performed the construction oversight for the first lined landfill cell, landfill cell expansion for the CRL and for the Balefill closure.

Staff recommends awarding a contract for \$54,500 to SWP for construction oversight and project administration during the construction of the Biosolids Composting Area and C&D Waste Cell Project.

Funding for the project will be from the Fiscal Year 2014 Casper Regional Landfill Engineering Fees

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. Solid Waste Professionals of Wyoming, LLC, 316 Birch Street, Glenrock, Wyoming 82637, ("Contractor").

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

RECITALS

A. The City is constructing a Biosolids Composting Facility and a Construction and Demolition Waste Cell.

B. The project requires professional services for construction quality assurance (CQA) of said project.

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

D. The City desires to retain the 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 professional services as described in Exhibit "A" which is attached hereto and hereby incorporated herein at this point as though fully set forth.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 1st day of July, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1,

not to exceed a lump sum of Fifty-Four Thousand Five Hundred Dollars (\$54,500).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit with the invoice a voucher for payment specifying that it has performed the services 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:

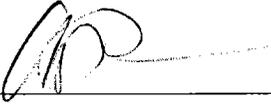
This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized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

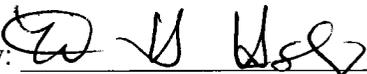
IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM:

(Biosolids Composting Facility and Construction and Demolition Waste Cell)



CONTRACTOR
Solid Waste Professionals of Wyoming, LLC
316 Birch Street
Glenrock WY 8263

By: 
Printed Name: William Hensley
Title: Vice President

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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.

**Casper Regional Landfill
C&D Cell and Biosolids Pad
On-site CM/ CQA Services**

Labor	Unit	Unit Price	Quantity	Total
Bill Hensley, CM/CQA Project Manager				\$0.00
Earthworks 9 weeks full time	Hour	75.00	405	\$30,375.00
Utilities/concrete 5 wks full time	Hour	75.00	225	\$16,875.00
			Labor Subtotal	\$47,250.00
Soils and Geosynthetics Testing				
Soils Testing	lump sum	0.00	1	\$0.00
Geosynthetics Testing	lump sum	N/A		by others
			Testing Subtotal	\$0.00
Expenses				
Mobilization/Demobilization	lump sum	500.00	0	\$0.00
Certifying Engineer Site Travel	each	1,000.00	0	\$0.00
Per Diem	day	150.00	0	\$0.00
Truck 1	month	1,750.00	3	\$5,250.00
Computer, camera, printer	week	50.00	14	\$700.00
Communications, Shipping, Supplies	day	20.00	65	\$1,300.00
			Expenses Subtotal	\$7,250.00
Certification Report				
Preparation and submittal of report incl as-builts	lump sum	0	1	\$0.00
			Total	\$54,500.00

Assumptions and Clarifications:

1. Budget estimate is based on 14-wk construction schedule
2. All soils testing and concrete sampling included at no additional charge. Concrete cylinder testing by others
3. Site facilities for field office and soils lab will be provided by owner and costs to provide field office are not included in this proposal.

RESOLUTION NO. 14-120

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SOLID WASTE PROFESSIONALS OF WYOMING, LLC, FOR CONSTRUCTION OVERSIGHT AND PROJECT ADMINISTRATION FOR CONSTRUCTION OF THE BIOSOLIDS COMPOSTING FACILITY AND CONSTRUCTION AND DEMOLITION WASTE CELL.

WHEREAS, the City of Casper desires to construct a biosolids composting facility and construction and demolition waste cell at the Casper Regional Landfill; and,

WHEREAS, the City of Casper desires to have daily construction quality assurance (CQA) oversight and project administration performed during the construction of biosolids composting facility and construction and demolition waste cell at the Casper Regional Landfill; and,

WHEREAS, Solid Waste Professionals of Wyoming, LLC, is able and willing to provide these services specified as construction oversight and project administration for construction of biosolids composting facility and construction and demolition waste cell at the Casper Regional Landfill, Project Number 13-39CQA.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Solid Waste Professionals of Wyoming, LLC, for this service.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the contract, equal to a total fixed cost amount of Fifty-Four Thousand Five Hundred Dollars (\$54,500).

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

April 22, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Linda L. Witko, Assistant City Manager

SUBJECT: Renewal of GIS Oversight Agreement 

Recommendation:

That council by resolution, authorize an agreement with Natrona County, a political subdivision of the State of Wyoming; the Town of Mills, a municipal corporation; the Town of Evansville, a municipal corporation; the Town of Bar Nunn, a municipal corporation, for a multi-jurisdictional enterprise-wide Geographic System database.

Summary:

In 2012, the City entered into an agreement with Natrona County and the Towns of Mills, Evansville and Bar Nunn to form a regional office to centralize and standardize the entities GIS functions. Denyse Wyskup has served as the Regional GIS Administrator in since September of 2012.

The Natrona Regional Geospatial Cooperative was created to form a regional office to centralize and standardize the entities GIS functions so that the municipalities shall have access to shared data and resources that will enable the cooperative to provide services for all members at the same level. With the formation of the functional teams several major accomplishments have been achieved by leveraging the knowledge from public safety, planning and public services subject matter experts from all municipalities to develop projects that will enhance internal workflows that enable data to be served to employees and the public in a more accurate and expeditious manner. Examples of such projects include the centralization of BAS Census reporting; developing digital data submission requirements for subdivision submissions; updating the vertical datum used for Engineering projects from NGVD 29 to NAVD88 to be on par with industry standards; utilizing GeoSMART to convey more up to date ownership and parcel information; centralizing County Emergency Management data to be served out via GeoSMART to public safety employees within the cooperative; and the creation of a public safety information view that provides weekly updates of Registered Sex Offenders information from the Natrona County Sheriff's Office to the citizenry.

There are also a number of joint efforts currently underway or planned in the upcoming year. The public works teams are currently developing verbiage which will require developers to digitally submit plans and/or "as built" drawings based on a set of defined standards. A Regional Addressing Standard Operating Procedure is in development that will standardize the creation and maintenance of addresses and streets and, in turn, assist in rapid and efficient emergency response. A Preplan subcommittee, consisting of public safety officials from the municipalities, is developing a workflow to create and maintain access to preplan information for critical facilities within GeoSMART. In addition to the aforementioned projects, the datasets within the new centralized system for each of the entities will continue to grow and develop. This will be an ongoing effort as the organizations continually increase what they would like to have available in an interactive map based environment. As that information is

brought into the GIS system, there will also be the opportunity to include it within the new GeoSMART online mapping system. Besides new data layers, this application is has evolved to include new tools that enable live mobile in the field editing capabilities, increased search functionality, and analysis methods.

Three budget charts are included below for your review. The first shows the overall FY14 budget, estimate and FY15 proposed budget for the regional office. The second provides expected total contribution amounts from each entity based upon current billing. (The amount paid by MPO is determined by an itemized listing of work orders that fall within FHWA standards. The entities are proportionately billed the remaining amount.) The final table displays the anticipated costs for each entity, based on funding in the amount of \$35,000 from the MPO.

	FY14 Budget	FY14 Estimate	FY15 Proposed
Personnel	91,178	93,100	94,869
Operations	1,980	1,000	1,980
Travel & Training	2,000	1,673	2,000
TOTAL	95,158	95,773	98,849

FY14	Expense	MPO	Casper 60.66%	County 30.23%	Mills 4.35%	Evansville 2.56%	Bar Nunn 2.2%
Est. Total	\$95,773.00	\$25,000.00	\$42,930	\$21,394	\$3,079	\$1,812	\$1,558

FY15	Parcels (Updated Count)	Contribution Requirement w/o MPO funding	Contribution Requirement w/ MPO funding Est. \$35,000	%
Casper	25,975	\$ 58,390	\$ 37,716	59.07%
Natrona County	13,621	\$ 30,614	\$ 19,774	30.97%
Mills	2,002	\$ 4,498	\$ 2,905	4.55%
Bar Nunn	1,151	\$ 2,590	\$ 1,673	2.62%
Evansville	1,228	\$ 2,758	\$ 1,781	2.79%
Totals	43,977	\$ 98,849	\$ 63,849	

The current contract was established as a one year trial to determine whether or not the venture would be successful. Given the noticeable benefits achieved in the past year, it is recommended that the

agreement be extended and modified to administratively renew on an annual basis, with a 90 day opt out clause as noted in paragraph four.

Due to the achievements accomplished in the past year, it is recommended that Casper continue to administer and maintain the regional GIS database through a Geographic Information Office (GIO) located in the Information Technology Division of the City Manager's Office; in addition to maintaining the enterprise licensing agreement with ESRI for GIS software and provide access to the regional GIS database for all user entities under the terms and conditions set forth in this agreement.

A resolution and contract have been prepared for consideration.

GIS OVERSIGHT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the CITY OF CASPER, WYOMING, a municipal corporation (hereinafter referred to as "Casper"); NATRONA COUNTY, a political subdivision of the State of Wyoming, (hereinafter referred to as "County"); the TOWN OF MILLS, a municipal corporation, (hereinafter referred to as "Mills"); the TOWN OF EVANSVILLE, a municipal corporation (hereinafter referred to as "Evansville"); and, the TOWN OF BAR NUNN, a municipal corporation (hereinafter referred to as "Bar Nunn").

WITNESSETH:

WHEREAS, the various entities identified above desire to coordinate, centralize and support a multi-jurisdictional enterprise-wide Geographic Information System (GIS) database that will enable staff from each entity to more effectively and efficiently serve their citizens, and agree to participate in funding of staff and operating costs; and,

WHEREAS, Casper has agreed to administer and maintain the regional GIS database through a Geographic Information Office (GIO) located in the Information Technology Division of the City Manager's Office; and,

WHEREAS, Casper will maintain an enterprise licensing agreement with ESRI for GIS software and provide access to the regional GIS database for all the user entities under the terms and conditions set forth in this agreement; and,

WHEREAS, the user entities, in order to facilitate operation of all GIS programs, desire to create and organize a GIS Oversight Committee to act as a users group to exchange information and communicate regarding customer service issues.

NOW, THEREFORE, this agreement is entered into with the understanding that each user entity will gain functionality from the regional GIS database and will not experience any loss in GIS functionality or GIS access.

SECTION ONE DURATION OF THE AGREEMENT

The term of this agreement shall be for the fiscal year commencing July 1, 2014, through June 30, 2015, upon approval of the governing body of each entity. This agreement shall automatically renew on July 1 of each fiscal year thereafter for like one-year terms unless otherwise terminated as provided in Section Four of this agreement.

SECTION TWO
OPERATION, MAINTENANCE, AND BUDGET

1. Operation. Casper shall employ and train all personnel necessary to operate the GIO. Casper shall provide adequate space, and maintain all necessary equipment, for the operation of the GIO as provided herein.
2. Operational and Maintenance Expenses. Casper shall be responsible for the actual operation and maintenance of the GIO. Casper shall make disbursements for all costs incurred in such operation and maintenance, subject to quarterly reimbursement from the other user entities for their proportionate share of all the operational, maintenance, and depreciation expenses as provided below.

Operational expenses shall include, but are not limited to, salaries; employee benefits, payroll taxes and workers' compensation insurance expenses; travel and training expenses; insurance and bonds; office supplies; contractual services; and, capital expenditures for hardware and software.

3. Funded Depreciation. The operations budget for the GIS program includes a depreciation line item for the budgeted depreciation of capital assets. The funded depreciation will be accumulated in order to provide an amount that can be used to replace capital assets which reach their recommended life and to upgrade equipment or software that are needed to operate the system.

In addition to the proportionate share of operational and maintenance expenses, each user entity shall also pay to Casper, on a quarterly basis, their proportionate share of the total annual budgeted depreciation expenses for the fiscal year. Such amounts of accumulated funded budget depreciation paid by the user entities, net of any accumulated depreciation previously spent for capital acquisitions, shall become restricted or assigned fund reserves of the GIO.

In the event the GIO is dissolved, any remaining accumulated funded budgeted depreciation reserve will be transferred, in proportion to the book value of the capital assets received to the total book value of all capital assets charged depreciation expense, to the user entity or entities receiving any GIO capital assets.

4. Annual Budget Proposal. Casper will prepare and submit for comment an annual budget to be reviewed by the GIS Oversight Committee prior to March 1st of each year. The proposed budget will be submitted to the Casper City Manager and City Council for final approval. User agencies will be billed on a quarterly basis for their portion of the costs associated with operation of the GIO, based on the total number of tax parcels in each jurisdiction as follows:

- Total parcels in Natrona County – 43,977
- City of Casper –26,218 or 59.07%

- Natrona County – 12,515 (includes Midwest and Edgerton) or 30.97%
- Town of Mills – 2,133 or 4.55%
- Town of Bar Nunn – 1,057 or 2.62%
- Town of Evansville – 1,199 or 2.79%

Casper shall bill each user entity on a quarterly basis for each user entity’s proportionate share of the operational, maintenance, and depreciation incurred in the operation of GIO. Each user entity agrees to pay each bill within forty five (45) days of receipt.

The breakdown for parcels in Natrona County will be evaluated each year prior to consideration of renewal of the agreement.

5. MPO Funding. Casper will prepare a funding request for the Metropolitan Planning Organization to support operational expenses for the GIO, based on the documented support for transportation planning activities. The annual operational costs allocated to user agencies will be reduced by the amount allocated by the MPO to fund the GIO.

SECTION THREE
CREATION, ORGANIZATION, AND COMPOSITION OF THE GIS OVERSIGHT
 COMMITTEE

1. A GIS Oversight Committee shall be established consisting of the following persons or their designated representative: City of Casper Assistant City Manager; City of Casper Community Development Director; City of Casper Public Services Director; City of Casper IT Manager; Natrona County IT Manager; Natrona County Development Director; Natrona County Assessor; Natrona County Road, Bridge and Parks Supervisor; the Regional GIS Administrator; and, a representative from each of the Towns Evansville, Bar Nunn, and Mills. Additional representatives may be appointed, as necessary, to represent other user entities.
2. The GIS Oversight Committee shall meet on a quarterly basis at a time and location to be determined by the committee. This committee shall act as a forum to exchange information, resolve customer service issues, and make recommendations on operations of the GIO. The GIS Oversight Committee shall review and recommend policies and procedures for operations to Casper, and investigate and recommend funding sources as they relate to the GIO.
3. Each user entity desiring to add hardware or software to the GIS system is required to submit a proposal to the GIO. This proposal will define the expansion, costs, and benefits to all user entities, and any additional resources required to operate the GIO. The proposal will be evaluated by the GIS Oversight Committee and the GIO, and a final determination will be made after all of the impacts have been identified and addressed.

4. The GIO will develop policies and procedures for individual users regarding GIS, its appropriate and correct use, data entry standards and the release of information present on the GIS database. After formal approval by the GIS Oversight Committee, all individual users will be required to sign a user agreement indicating that they will comply with the policies and procedures prior to being assigned a password and login. The signed user agreements will be filed with the GIO.
5. The GIO will develop a proposal for a backup system that will address a future requirement for business continuity. The redundancy required to maintain operations in the event that the primary server is incapacitated may include the purchase of hardware and software to establish a second location for maintenance of a GIS database. This project will be reviewed by the Oversight Committee and a proposal developed for location and funding of the backup system.

SECTION FOUR TERMINATION AND DISSOLUTION

Any party may withdraw from this agreement by providing Casper with ninety (90) days advance written notice prior to July 1st of any fiscal term of this agreement. Following such notice, this agreement shall terminate, and be of no further force or effect between Casper and the terminating party on July 1st of the year such notice is given. A copy of such termination notice shall be supplied to each party to this agreement by Casper as soon as practical. The terminating party shall be liable for any cost incurred by Casper for the terminating party's proportionate share of the operational, maintenance, and depreciation expenses up to the date of the termination of this agreement.

Upon the withdrawal of any user entity from this agreement, the operational, maintenance, and depreciation expenses shall be re-prorated amongst the remaining parties to this agreement as otherwise provided in the agreement.

Upon termination and dissolution of this agreement by all parties, the City Casper shall, after the full satisfaction of all outstanding operational, maintenance, and depreciation expenses, disperse to each of said parties, based upon parties' proportionate share of the operational, maintenance, and depreciation expenses, any remaining accumulated funds for that calendar year.

Upon the termination and dissolution of the agreement, any and all capital assets of the GIO, including all equipment and software associated therewith, shall remain, and be the sole separate property of Casper, free and clear of any claim of any other party. The equipment and software which may be purchased to establish a backup system would be distributed to a responsible party to this agreement based on the recommendation of the Oversight Committee.

SECTION FIVE
GOVERNMENTAL CLAIMS ACT

The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, W.S. Section 1-39-101, et seq., and the parties specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims act.

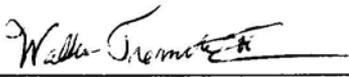
SECTION SIX
SEVERABILITY

The terms, provisions and conditions of the agreement are severable. If any term or provision of the agreement, or its application to any person or circumstance is determined by a Court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term or provision and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provision or application.

SECTION SEVEN
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.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul Meyer
Mayor



ATTEST:

Renea Vitto

Renea Vitto
County Clerk
My term of office expires
January 5, 2015

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

Bill McDowell

Bill McDowell
Chairman

ATTEST:

TOWN OF BAR NUNN, WYOMING
A Municipal Corporation

Carol Pendley
Town Clerk

Jerry Petty
Mayor

ATTEST:

TOWN OF EVANSVILLE, WYOMING
A Municipal Corporation

Janelle Underwood
Town Clerk

Phil Hinds
Mayor

ATTEST:

TOWN OF MILLS, WYOMING
A Municipal Corporation

Lisa Whetstone
Town Clerk

Marrolyce Wilson
Mayor

ATTEST:

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

Renea Vitto
County Clerk

Bill McDowell
Chairman

ATTEST:

TOWN OF BAR NUNN, WYOMING
A Municipal Corporation

Carol R. Pendley

Carol Pendley
Town Clerk



Jerry Petty

Jerry Petty
Mayor

ATTEST:

TOWN OF EVANSVILLE, WYOMING
A Municipal Corporation

Janelle Underwood
Town Clerk

Phil Hinds
Mayor

ATTEST:

TOWN OF MILLS, WYOMING
A Municipal Corporation

Lisa Whetstone
Town Clerk

Marrolyce Wilson
Mayor

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

ATTEST:

Renea Vitto
County Clerk

Bill McDowell
Chairman

TOWN OF BAR NUNN, WYOMING
A Municipal Corporation

ATTEST:

Carol Pendley
Town Clerk

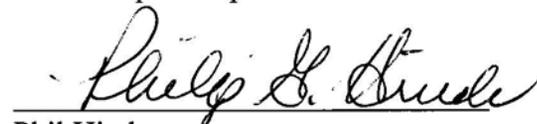
Jerry Petty
Mayor

TOWN OF EVANSVILLE, WYOMING
A Municipal Corporation

ATTEST:



Janelle Underwood
Town Clerk



Phil Hinds
Mayor

TOWN OF MILLS, WYOMING
A Municipal Corporation

ATTEST:

Lisa Whetstone
Town Clerk

Marrolyce Wilson
Mayor

ATTEST:

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

Renea Vitto
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ATTEST:

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ATTEST:

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A Municipal Corporation

Janelle Underwood
Town Clerk

Phil Hinds
Mayor

ATTEST:

TOWN OF MILLS, WYOMING
A Municipal Corporation

Lisa M. Whetstone

Lisa Whetstone
Town Clerk

Marrolyce Wilson

Marrolyce Wilson
Mayor



RESOLUTION NO. 14-108

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NATRONA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WYOMING; THE TOWN OF MILLS, A MUNICIPAL CORPORATION; THE TOWN OF EVANSVILLE, A MUNICIPAL CORPORATION; AND, THE TOWN OF BAR NUNN, A MUNICIPAL CORPORATION.

WHEREAS, the various entities identified above desire to coordinate, centralize and support a multi-jurisdictional enterprise-wide Geographic Information System (GIS) database that will enable staff from each entity to more effectively and efficiently serve their citizens, and agree to participate in funding of staff and operating costs; and,

WHEREAS, Casper has agreed to administer and maintain the regional GIS database through a Geographic Information Office (GIO); and,

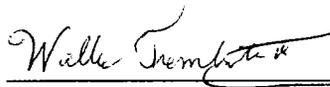
WHEREAS, Casper will maintain an enterprise licensing agreement with ESRI for GIS software and provide access to the regional GIS database for all the user entities under the terms and conditions set forth in the GIS Oversight Agreement; and,

WHEREAS, the user entities, in order to facilitate operation of all GIS programs, desire to create and organize a GIS Oversight Committee to act as a users' group to exchange information and communicate regarding customer service issues.

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 Natrona County, and the Towns of Mills, Evansville, and Bar Nunn, for a multi-jurisdictional enterprise-wide Geographic Information System database, under terms and conditions as set forth in the agreement.

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

April 25, 2014

MEMO TO: John C. Patterson, City Manager
FROM: William C. Luben, City Attorney *WCL*
RE: Clock Donation Agreement with Ayres Jewelry Company and Panos & Deuel Investments, LLC.

Recommendation:

That Council, by resolution, authorize a Clock Donation Agreement with Ayres Jewelry Company and Panos & Deuel Investments, LLC for the donation of a clock to the City which is located upon the sidewalk adjacent to 116 and 118 East 2nd Street, being the previous business location of Ayres Jewelry Company.

Summary:

Ayres Jewelry Company, after many years of business in the community, is closing its business. This company owned a large clock located on the sidewalk adjacent to its business address of 116 and 118 East 2nd Street, and desires to donate the clock to the City for its maintenance and operation due to its historical value.

A Clock Donation Agreement has been prepared which has been executed by both Scott Ayres, as the President of Ayres Jewelry Company, and Dana H. Deuel, on behalf of Panos & Deuel Investments, LLC, which was the lessor of the real property used by Ayres Jewelry for its business. This agreement donates the clock to the City for as long as the City would desire and is able operate the clock. At any time the City would cease using the clock, or in the event it would be damaged beyond repair, the ownership of the clock would revert to Nancy Jane Tingel and Andrew Claude Ayres, or their respective heirs.

A resolution has been prepared for Council's consideration in accepting the clock donation agreement.

CLOCK DONATION AGREEMENT

This Clock Donation Agreement (the "Agreement") is entered into this ____ day of _____, 2014 by and between Ayres Jewelry Co., a Wyoming corporation, whose address is 118 East 2nd Street, Casper, Wyoming 82601, hereinafter referred to as the "Donor;" the City of Casper, Wyoming, a Wyoming municipal corporation, in care of the City Manager's Office, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Donee;" and Panos & Deuel Investments, LLC, a Wyoming limited liability company, whose address is PO Box 1606, Casper, Wyoming 82602, hereinafter referred to as the "Lessor." The Donor, Donee, and Lessor collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Donor is the sole owner of a certain clock (the "Clock") affixed to and located on the sidewalk adjacent to what is currently known as the Ayres Jewelry Co. in the downtown area of Casper, being described as:

LEGAL DESCRIPTION

Certain ground floor and mezzanine premises commonly known as 116 and 118 E. Second Street, Casper, Wyoming, being a portion of a commercial building owned by Panos & Deuel Investments, LLC and situated on Lot 10, Block 7 in the Casper Addition to the City of Casper, Natrona County, Wyoming;

and,

WHEREAS, the above described real property is owned by the Lessor, which real property is currently leased from the Lessor to the Donor; and,

WHEREAS, the Donor desire to donate the above-described Clock to the Donee under the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto hereby agree by and between them as follows:

I: INCORPORATION OF RECITALS

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

ARTICLE II: SEVERANCE AND DONATION AGREEMENT

The Parties agree and stipulate that the Clock is not, and shall not be considered a fixture on or to the above described real property. The ownership of the Clock is the sole and separate personal property of the Donor. The Lessor hereby disclaims any right, title, or interest in the Clock, and the Clock and its ownership are severed from any right, title, and interest in the underlying fee title to said real property.

Donor hereby donates to the Donee all of Donor's right, title, and interest in and to the Clock as the Donee's sole and separate property pursuant to the terms and conditions of this Agreement.

ARTICLE III: REVERSION CONTINGENCY PROVISION

The donation of the Clock described herein by the Donor to the Donee is conditioned upon the Donee maintaining and operating the Clock at its current location in front of the premises located at 116 and 118 East 2nd Street, Casper, Wyoming.

If the Donee stops operating and maintaining the Clock at its current location, then, all of the Donee's right, title, and interest in the Clock (in its then current condition) shall revert to, and shall become the sole and separate property of Nancy Jane Pingel and Andrew Claude Ayres as joint tenants with right of survivorship and not as tenants in common. If Nancy Jane Pingel or Andrew Claude Ayres is deceased at the time of the reversion of the Clock, then, the right, title, and interest in and to the Clock shall vest between the survivor thereof and the heirs of the decedent as joint tenants with right of survivorship, and not as tenants in common. If Nancy Jane Pingel and Andrew Claude Ayres are both deceased, then the Clock shall revert to the heirs of Nancy Jane Pingel and Andrew Claude Ayres as joint tenants with right of survivorship, and

not as tenants in common. This reversionary right shall run with, and bind the above-described real property.

ARTICLE IV: OBLIGATION OF MAINTENANCE, REPAIR, AND UTILITIES

The Donee shall have the sole responsibility to maintain the Clock in a workmanlike manner while the Donee maintains possession of, and uses the Clock at its location as described above. In the event of the partial destruction of the Clock from any cause, the Donee shall use its best efforts to restore the Clock to its pre-existing condition. If the Clock is totally destroyed, or damaged beyond the reasonable cost of repair or restoration in the sole discretion of the Donee, the Donee shall have no further responsibilities for the care and maintenance thereof, and the ownership of Clock, in its then condition, shall revert to Nancy Jane Pingel and Andrew Claude Ayres, and/or to their respective heirs as described and set forth above.

The Donee shall be solely responsible for the cost of all electricity used to operate the Clock while in the possession and use by the Donee. Donee will wire the Clock for electrical service through Donee's existing decorative lighting system. No electrical connection will be made through the Lessor's electrical system and no electric meter will be installed on the Lessor's building(s) by the Donee.

If the Donee ceases to operate and maintain the Clock at its present location, then, in that event, the Donee shall, at its sole cost and expense, be responsible for having the electrical meter removed from the Lessor's premises and to repair any damage caused by the removal in a workmanlike manner.

ARTICLE V: MISCELLANEOUS PROVISIONS

Each individual executing this Agreement for and on behalf of the Parties hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property are hereby contained, set forth and merged in this Agreement.

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

This Agreement shall be binding upon the Parties hereto, and their respective successors, heirs, grantees and assigns.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated below, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested:

Donor: Scott Ayres
1320 Cornwall
Casper, WY 82609

Donee: City of Casper
Attn: City Manager
200 N. David
Casper, WY 82601

Lessor: Panos & Deuel Investments, LLC
Attn: Dana H. Deuel
PO Box 1606
Casper, WY 82602

The Parties agree that this Agreement shall be recorded in the real estate records of Natrona County, Wyoming at the sole cost of the Donee.

The Donee 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 Donee specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the Parties hereto have executed this Clock Donation Agreement on the date and year first above written:

AYRES JEWELRY CO., as Donor:

By Scott C. Ayres
Scott C. Ayres, President

APPROVED AS TO FORM:

[Signature]
City Attorney

Attest:

City Clerk

CITY OF CASPER, WYOMING, as Donee:

Paul L. Meyer, Mayor

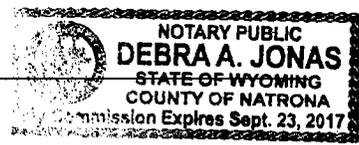
PANOS & DEUEL INVESTMENTS, LLC,
a Wyoming Limited Liability Company, as
Lessor:

Dana H. Deuel
Dana H. Deuel, Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 1st day of April, 2014, by Scott C. Ayres, as the President of Ayres Jewelry Co., a Wyoming corporation.

Debra A. Jonas
Notary Public

My Commission Expires: 

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Paul L. Meyer, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

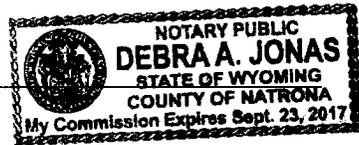
Notary Public

My Commission Expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 1st day of April, 2014, by Dana H. Deuel, as the Managing Member of Panos & Deuel Investments, LLC, a Wyoming limited liability company.

Debra A. Jonas
Notary Public

My Commission Expires: 

RESOLUTION NO. 14-109

RESOLUTION APPROVING CLOCK DONATION AGREEMENT

WHEREAS, Ayres Jewelry Company, a Wyoming corporation, operated its business at 116 and 118 East 2nd Street in the City; and,

WHEREAS, Ayres Jewelry Company is closing its business, and owns a large clock located on the sidewalk adjacent to its business, which it desires, due to its historical significance, to donate to the City; and

WHEREAS, a Clock Donation Agreement has been prepared for the donation of this clock from the Ayres Jewelry Company to the City for its ownership for as long as the City desires and is able to operate and maintain the clock at its current location; and

WHEREAS, Panos & Deuel Investments, LLC has also agreed to enter this agreement as the lessor of the real property previously leased by Ayres Jewelry Company.

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 Clock Donation Agreement with Ayres Jewelry Company, a Wyoming corporation, and with Panos & Deuel Investments, LLC as lessor.

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

April 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
David W. Hill, P.E., Public Utilities Manager
Bruce Martin, WWTP Manager

PROJECT: Aeration Blower Service – Wastewater Treatment Plant

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with Siemens Energy, Inc., 4654 W Farm Road 130, Springfield, MO 65802, in the amount of \$35,550, for providing a “Class I” Service on three Turblex Single-Stage Centrifugal Blowers located at the Wastewater Treatment Plant. Furthermore, it is recommended that Council authorize a contingency account, in the amount of \$5,000 for a total amount of \$40,550.

Summary:

During the 2008 Wastewater Treatment Plant upgrade, three Turblex single-stage centrifugal blowers were installed as part of the upgrade to the secondary activated sludge treatment process. The blowers supply air that is utilized by the microorganisms to treat the incoming waste stream.

The three Turblex blowers, provided by Siemens, are nearing 18,000 hours of run time. Siemens recommends a “Class I” service be performed on the “air-end” of the machine after the first 18,000 hours of run time. A service of this level entails an in-depth inspection and alignment of the blowers various components.

Previously, the Public Services Department requested that the “Class I” service be performed solely by Siemens Energy, Inc. for the following reasons:

1. The scope, complexity and magnitude of the work require a qualified/certified technician to complete the service. Siemens technicians are factory certified for performing electrical and mechanical work on this specific equipment.
2. Siemens service personnel are supported by their own engineering department.
3. Siemens technicians will use original equipment manufacturer parts that are supplied with a warranty.
4. Siemens technicians will have access to the most recent equipment improvements/enhancements.

This is a Contract for Professional Services for the Turblex Blowers Class “I” service. Dependent upon what the Contractor discovers during the servicing, additional services and materials may be needed, hence the contingency.

Monies for this project will come from the FY14 Wastewater Treatment Plant fund.

A resolution is prepared for Council’s consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

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

1. The City of Casper, 200 North David Street, Casper, Wyoming, 82601 ("Owner").
2. Siemens Energy, Inc., 4654 W. Farm Road 130, Springfield, MO 65802 ("Contractor").

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

RECITALS

A. The Owner desires technical services for completing an 18,000 hour, "Class I" service on each of the three Turblex single-stage centrifugal blowers located at the Sam H. Hobbs Wastewater Treatment Plant, 2400 Bryan Evansville Road, Casper, WY 82609.

B. The project requires professional services for the completion of the services.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the Owner as required by this contract.

D. The Owner desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

- Perform an 18,000 hour, "Class I" service on each of the three Turblex single-stage centrifugal blowers as indicated in the attached Exhibit "A" – "Siemens Service Proposal F287-3331, Rev. 2" and Proposal Package W/ Attachments.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken between January 1, 2014 and ^{June}~~April~~ 30, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total contract price of Thirty-Five Thousand Five Hundred Fifty Dollars

(\$35,550.00), subject to additions and deletions of services and materials actually provided. Any changes to this agreement or the compensation thereof shall be approved by all parties involved.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit with the invoice a voucher for payment specifying that it has performed the services required, in accordance with the terms of this contract; provide lien releases issued and executed by any subcontractor or material men engaged by the contractor hereunder; and a statement representing that it is entitled to receive amount requested, pursuant to the terms of this agreement.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II – ~~GENERAL TERMS AND CONDITIONS~~ SELLING POLICY 1200, as edited by the parties to modify the following articles: Section 22, Section 24, addition of Governmental Claims Act language as follows.

6. EXTENT OF CONTRACT:

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

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



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

APPROVED AS TO FORM.



OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V. H. McDonald
City Clerk

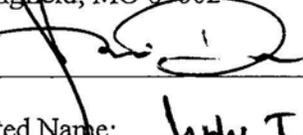
Paul L. Meyer
Mayor

ATTEST

By: 

Printed Name: OSCAR SIRA
Title: EP CP ICA FRT STS PM .

CONTRACTOR
Siemens Energy, Inc.
4654 W. Farm Road 130
Springfield, MO 65802

By: 

Printed Name: John T. Dobu
Title: GM - SEI - P CP ICA

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. ~~TERMINATION OF CONTRACT:~~

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

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

2. ~~CHANGES:~~

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

3. ~~ASSIGNABILITY:~~

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

4. ~~AUDIT:~~

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

5. ~~EQUAL EMPLOYMENT OPPORTUNITY:~~

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

6. ~~OWNER OF PROJECT MATERIALS:~~

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

7. ~~FINDINGS CONFIDENTIAL:~~

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

8. ~~GOVERNING LAW:~~

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

9. ~~PERSONNEL:~~

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

~~by Contractor shall be employed in conformity with applicable local, state or federal laws.~~

~~10. SUBCONTRACTOR:~~

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

~~11. INSURANCE AND INDEMNIFICATION:~~

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

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

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

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

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

~~11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such~~

~~insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.~~

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

~~12. INTENT:~~

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

~~13. WYOMING GOVERNMENTAL CLAIMS ACT:~~

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

~~14. NO THIRD PARTY BENEFICIARY RIGHTS:~~

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



Field Service Estimate

Customer: City of Casper
 Contact: Bruce Martin
 Email: bmartin@cityofcasperwy.com
 Phone: 307-235-8477

Siemens Proposal Number: F287-3331, Rev. 2
 Site Name: Sam H. Hobbs
 Model: STC-GO (KA10-SV-GL210)
 Serial Number(s): 7173-7175
 Description or Scope: Class I

Labor		
Total Number of Day(s) Onsite (4 day(s) / compressor)		12
Quantity of Persons		1
Mobilization (1 trip(s))		\$3,500
Weekday Labor (\$1273/ 8-hr work day)		\$15,276
Weekend Labor (\$0 for Sat. & \$0 for Sun.)		\$0
Standby/Weekend waiting		\$6,683
Airfare		\$1,380
Per Diem (12 days on site, 4 waiting, 1 travel home day)		\$5,440
Equipment/Parts		\$2,922
Required Equipment/Parts for Class I service for 3 compressor(s) include:		
Quantity	Part #	Description
1	NA	Equipment Alignment Charge
1	NA	Cleaning Kit
3	89412860	O-RING
3	N17L57350	O-RING, SILICON
3	89412019	O-RING
6	89412020	O-RING
3	89027296	O-RING
1	GL210T0092	SHIM SET
1	GL210T0092	SHIM SET
3	N17V3155	O-RING
Toolbox Freight		\$350
Estimated Total for 3 unit(s)		\$35,550

Notes:

The above calculations are only estimates. The final price shall be calculated using the actual Time and Material. Time expenses shall include all project specific time at the fixed hourly rates above plus per diems in accordance with the attached Service Rate Sheet. Time shall include all time required to perform and support the project including, but not limited to, preparation, mobilization, demobilization, site specific safety training, travel, site meetings, and start up support.

This proposal assumes that the site will provide at least one qualified helper to assist the Siemens technician. This pricing also assumes that proper lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform Class I. Does not include craft labor and tools to support the work.

This proposal includes required replacement components for service. Any significant wear or abnormalities identified requiring extra labor and parts shall be billed per Siemens' standard Service Rate Schedule. Siemens will provide an estimate of additional time and materials required. Recommended parts are returnable with 20% restocking fee. Required parts are nonreturnable.

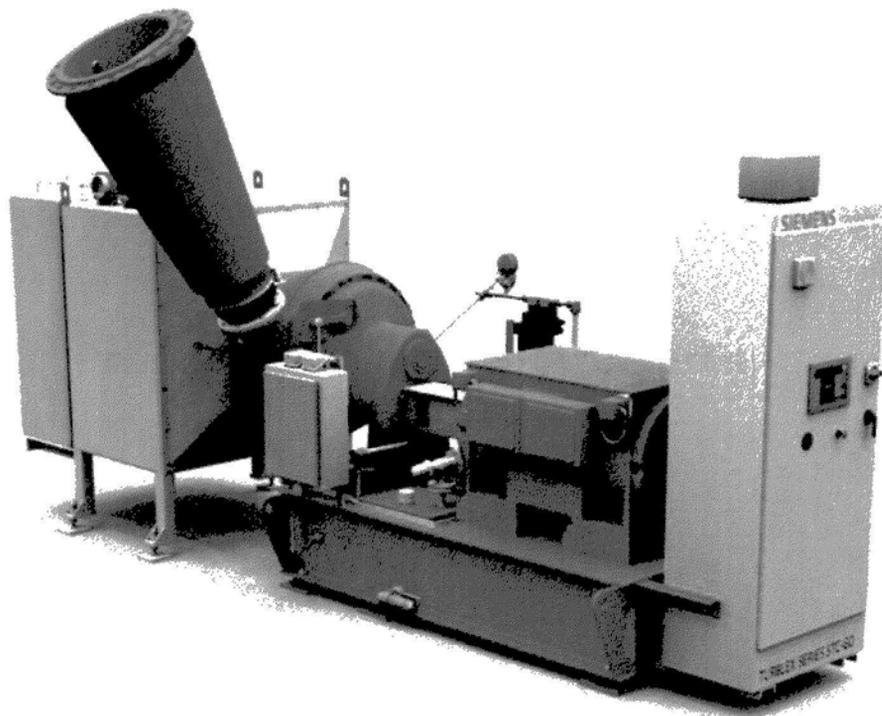
Parts pricing validity is for 30 days. Shipment is EXW Springfield, Missouri (Incoterms 2010). All freight costs are the responsibility of the customer including packaging, taxes, duties, customs clearance and insurance. Siemens can provide a freight estimate for prepay and add upon request.

Attachments: Field Service Rate Sheet, Siemens Selling Policy, Mandatory Asbestos Reporting, Suggested Preventative Maintenance Schedule, Pre-Service Checklist & Mandatory Lifting Device Reporting.

Time and Material pricing per: Siemens FS Ratesheets for USA Onshore 2013/1/1
Terms and Conditions: Per Siemens Selling Policy 1200, 4/23/2013
Please forward Purchase Orders to: Siemens Energy, Inc. Service Division O&G
 4654 W. Farm Road 130
 Springfield MO. 65802
 Phone: 417-864-5599 / Fax: 417-866-0235

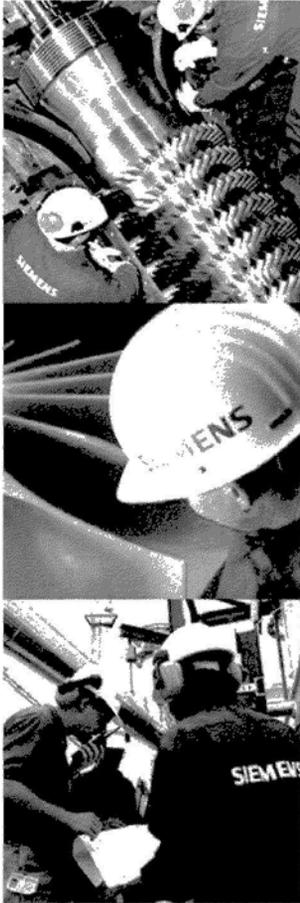
Prepared By: Lucinda Wadle
lucinda.wadle@siemens.com
 10/29/2013

Proposal Package w/ Attachments



WASTEWATER AERATION COMPRESSORS

SIEMENS



Field Service Rates

Services for USA (onshore)

All Siemens Steam and Gas Turbines, Compressors and Pumps

Working Rates

Personnel Category	daily rate	daily rate	daily rate	hourly rate in excess of 8 hours worked	hourly rate in excess of 8 hours worked
	Mon - Fri based on 8 hour work days	Saturday based on 8 hour work day	Sunday or local holiday based on 8 hour work day	Mon - Sat	Sunday or local holiday
Specialist Engineer or TFA	\$ 1,918 USD	\$ 2,876 USD	\$ 3,835 USD	\$ 360 USD	\$ 479 USD
Technical Field Advisor (TFA)	\$ 1,542 USD	\$ 2,313 USD	\$ 3,084 USD	\$ 289 USD	\$ 386 USD
Field Service Technician	\$ 1,273 USD	\$ 1,909 USD	\$ 2,546 USD	\$ 239 USD	\$ 318 USD

Round Trip Billing for One Way Travel time of :

Up to 4 hours*	Up to 8 hours*	Up to 12 hours USA / Canada *	Up to 12 hours International *	Up to 24 hours*	Up to 36 hours*
\$ 1,750	\$ 3,500	\$ 5,000	\$ 5,750	\$ 10,900	\$ 14,500

*Excludes airfare. Airfare is billed at cost plus 15% administration fee.

Daily Lump Sum Per Diem charge for Lodging, Transportation, Meals and Misc = \$320 from arriving at location. Higher cost of living areas will be billed at cost plus 15% administration fee.

The above rates are in US Dollars and include expenses as referenced in the attached Conditions.

Validity: **From January 1, 2013 to December 31, 2013**
 Conditions: Conditions of the Sale of Field & Engineering Services effective January 1, 2011. Doc.Code: FS Conditions_US_01-10_english_v1

Contacts: For Parts, Repairs and Service Support, please contact your local Siemens Power Systems Sales Person, local regional sales office, or 609-890-5000.

Siemens After-hours Emergency Cell Phone: 609-890-5555



"ZERO" harm to people and the environment is the ultimate goal in our business.

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Freyeslebenstrasse 1
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Geoff Turner.
Phone: 609-890-5158
Fax: 609-587-7790
email: Geoff.Turner@siemens.com

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The information in this document contains general descriptions of the technical options available, which may not apply in all cases. The required technical options should therefore be specified in the contract.

Conditions for the Sale of Field & Engineering Services

Field & Engineering Services

For Service on All Siemens Acquired Steam Turbines, Gas Turbines, Compressors and Pumps in U.S.A. and Internationally, except Canada

Effective January 1, 2011 Subject to change without notice

I. Selling Policy

All prices contained herein are subject to the terms and conditions of the Siemens Demag Delaval Turbomachinery, Inc. Selling Policy for the Sale of Equipment and Services ("Selling Policy") in effect on the date an order is received.

II. Price Policy

All rates and prices are subject to change without notice. Unless otherwise agreed, SIEMENS rates are expressed as daily rates per category of SIEMENS personnel. Unless contracted otherwise, rates and prices for ongoing contracts will be those in effect at the time the work is performed. No personnel will be dispatched until a Purchase Order, Payment or written authorization acknowledging acceptance of Terms, Pricing and agreement to pay is received.

III. Services Definitions

Siemens Demag Delaval Turbomachinery, Inc. ("Siemens") offers three types of field and engineering services as defined below, in accordance with the price list attached.

A. Specialist Services

An engineer, project manager, technical field advisor (TFA) directing Siemens personnel or advising Customer personnel while performing to Siemens procedures and process specifications. A Siemens TFA providing planning, scheduling, material management support or working directly with Customer labor supervisor. Siemens does not provide management, supervision, or regulation of Customer personnel. A job specific readiness fee will apply to all orders that are not firm priced, for specialist services. This fee will cover pre-job efforts and will be quoted separately. An engineer, manager or specialist providing Special Services also performs diagnostic and operational trouble-shooting and commissioning of rotating equipment. This work may be conducted onsite or by telecommunication. Special Services include diagnostic electrical testing, evaluation and set-up activities on control systems, voltage regulator systems and any on-line diagnostics. Level III NDE and balancing is also included in this type of field engineering service. Engineers located at Siemens home facilities, including District Offices and the Technical Support Center, provide technical studies and information relating to the design and operating parameters of rotating equipment.

B. Technical Field Advisor (TFA)

An engineer providing TFA renders advice and makes recommendations based on

Siemens procedures and drawings during standard maintenance of existing and installation of new Siemens supplied rotating equipment to customers direct employees. By definition, standard maintenance includes disassembly, inspection, and replacement of parts, routine repair and reassembly.

C. Field Service Technician

A Field Service Technician generally performs the work required to be completed at site. By definition, this would include the disassembly, inspection, and replacement of parts, routine repair and reassembly of rotating equipment. It would also include the complete removal and re-installation of the entire unit.

IV. Rates Payable

A standard day for on-shore work is classified as 8 hours working time. A standard day for off-shore work is classified as 12 hours working time. For Small Gas Turbine services performed internationally outside of USA or Canada, a standard day is classified as 12 hours working time. Minimum billing is the daily rate and will also apply to week day standby time. Week-end stand-by will be charged at 75% of the daily rate, straight time per day that the representative does not work but remains within the vicinity of the site. Holiday stand-by will be charged as if it was worked. If the representative is able to return home then the costs of time and travel for the representative to go home and return to site will be charged accordingly. The daily rate applies to all time worked or traveled during an 8 hour work day or fraction thereof; that is, any consecutive 8 hour period in a weekday (Monday through Friday, holidays excepted) with an allowance for lunch time. The 6th day daily rates apply to all time worked or traveled on Saturday (holidays excepted) with an allowance for lunch. The 7th day daily rates apply to all time worked or traveled on a Sunday or a holiday, locally observed by Siemens, with an allowance for lunch. Overtime rates also apply for time worked in excess of 8 hours. This is an hourly charge, based upon actual additional time worked in excess of 8 hour period. Two overtime rates apply; one for time worked in excess of 8 hours for the daily rate (Monday through Friday, holidays excepted) and the 6th day daily rate (holidays excepted), and one for time worked in excess of 8 hours for the 7th day daily rate.

The daily rates are based on working days at site. Standby time not attributable to Siemens will be classed as working time. Time spent at the site shall be evidenced with timesheets signed by the Customer's authorized representative.

The daily rates include the supply and use of basic PPE (Personal Protective Equipment) and the use of standard small hand tools, as required by Technicians.

All rates shall be valid for the determined period of validity only.

SIEMENS is able to offer a priority service, when the relevant SIEMENS personnel are available, for emergency or breakdown callouts. There is a charge for the service, where SIEMENS personnel are required to

be mobilized within 24 hours of the request being received, which is an additional 30% on the applicable day rate, for the first five days of service. This charge is to cover for the disruption to job schedules and the re-allocation of manpower to accommodate the priority call.

If SIEMENS is unable to meet the 24 hour mobilization requirement there will be no additional charge to the applicable published day rate.

V. Payment Terms for Supply of Personnel

Where the duration of the services is less than one month, payment will be 100% of the price of the balance of the services upon completion of the services.

Where the duration of the services is greater than one month then the balance of the services shall be invoiced on a monthly basis until completion of the services.

Payment to be received within 30 days of the date of the invoice

VI. Traveling and Other Expenses

Siemens policy for traveling and other expenses are assessed as outlined here:

A. Travel and Expenses

The daily labor rates exclude the following costs, which shall be for Customer's account and will be charged separately:

- a) Mobilization/Demobilization fees shall be charged at a graded fixed fee dependent on the required travel time from base location to site. Mobilization fees include preparation time, visa costs, all travel expenses excluding flights where relevant to mobilize and travel time plus accommodation costs to get the field service personnel to and from the onshore work site, or point of embarkation for off shore sites. The transport from the point of embarkation to an offshore location and back will be provided by the Customer free of charge.
- b) Mobilization/Demobilization fees applicable for International travel shall be charged at a graded fixed fee dependent on the required travel time from base location to site. Mobilization fees include preparation time, visa costs, all travel expenses excluding flights where relevant to mobilize and travel time plus accommodation costs to get the field service personnel to and from the onshore work site, or point of embarkation for off shore sites. The transport from the point of embarkation to an offshore location and back will be provided by the Customer free of charge.
- c) Accommodation where not provided by the Customer will be charged on a lump sum daily basis. By agreement the CUSTOMER's may be charged at actual cost plus a 15% fee for handling and administration costs.
- d) Meals and allowances will be charged on a lump sum daily basis. By agreement the CUSTOMER's may be charged at actual

- e) cost plus a 15% fee for handling and administration costs.
- f) The daily allowance charge for accommodation, meals, transportation and allowances will be assessed for each calendar day an individual is assigned to a project including non-working weekend days for jobs extending over the week-end(s).
- g) Where the Customer provides accommodation and food it is to be to a standard which is acceptable to Siemens. In the event that this is, in our opinion, unsuitable, we reserve the right to find an alternative which will be charged for as above.
- h) Should an expedited mobilization be required an additional charge for excessive airfare may be applicable.
- i) Baggage charges will be charged separate at cost plus fifteen percent (15 %).
- j) SIEMENS will endeavor to minimize chargeable flight costs but reserves the right to charge business class flights where necessary.

All separately invoiced items over and above the daily rates will be charged with a fifteen percent (15 %) increase for handling and administration costs.

B. Departure Delay and Cancellation

- a) Departure delay – Standby in Home Base
If the fixed date for the personnel delegation will be delayed due to reason by the Customer, Siemens is prepared to keep the nominated personnel on stand-by up to 7 calendar days. In this case Siemens reserve the right to charge a delay fee of the full applicable daily rate per calendar day.
- b) Departure Delay – At Point of Embarkation
Should departure of personnel be delayed at the point of embarkation for any reason beyond Siemens control, the full applicable day rate will be charged per day of delay. Accommodation and meals where provided by Siemens will also be charged according to the published rates.
- c) Cancellation
Where cancellation by the Customer is notified less than 7 days prior to planned mobilization, a cancellation fee of one single day at 100% of the applicable daily rate will be charged. Should any job be cancelled or postponed by the Customer after the representative has been dispatched then all costs incurred for time and expenses will be charged in accordance with the terms of this rate sheet.

C. Home Leave

- a) For USA/ Canadian service personnel, when a project is expected to exceed 5 continuous weeks of duration, following every three (3) weeks of continuous attendance at an onshore site, including any days spent traveling, the Customer will allow each member of Siemens personnel an extended weekend home leave journey at the Customer's expense. For International personnel, home leave is permitted every two (2) months for 10 days
- b) If continuous attendance of Siemens personnel is required, then and on request, Siemens will delegate substitute

personnel, mobilization rates would apply.

- c) Following every fourteen days of continuous attendance offshore, Siemens reserves the right to charge the Customer a further mobilization fee for each member of Siemens personnel.
- d) Days spent traveling with respect to home leave shall be charged at the applicable daily rate. Should any member of Siemens personnel cancel a home leave journey, the Customer shall be charged for the airfare (according to Siemens travel regulations) and/or other travel costs that are incurred by Siemens.

D. Tools

- a) Charges for equipment, tools, measuring instruments and special assembly tools supplied with Siemens field service personnel for use by Siemens or its subcontractors will be quoted by your local Siemens representative. Costs of transportation (including all applicable transportation charges, insurance, customs/duties, etc.) will also be charged at cost plus 15%. The rental time applies from the day of dispatch from base to return receipt.
- b) Siemens will catalogue the tools required to be returned to base. If for any event the catalogued tools are not returned within 30 days after leaving site, Siemens will charge the Customer the current replacement cost.
- c) Prices quoted will include normal replenishment and re-calibration. Excessive loss or damaged equipment, tools and instruments beyond the control of Siemens will be billed as an additional charge to the Customer.

E. Shift Work

Shift work is defined as those circumstances where, in a given day, more than one service crew is engaged to perform the service activity. In such instances Siemens reserves the right to charge a shift premium in addition to the published rate sheets.

F. Technical Consultation

- a) During on-site service work it might be necessary to involve specialists from Siemens headquarters for particularly complicated technical questions such as certain analysis, calculations or similar tasks. For such technical consultation Siemens will invoice this charge on an hourly basis according to the Specialist Engineer rates as defined in the published rates sheet.
- b) Where Technical Consultation is required to be provided at site, charges will be in accordance with the published rate sheets for Specialists and Engineers. Before such work is commenced a separate agreement has to be established, unless it is already agreed upon in the order.

VII. Working Conditions and Special Costs

Costs for factory security officers, medical services, industrial safety and supporting activities at the Customer site will be for the account of the Customer. Where additional security is required to comply with SIEMENS travel regulations (based on SIEMENS Corporate Security Office), this will be charged at cost plus fifteen percent (15 %).

In case of accident or illness, the Customer undertakes to provide immediate medical assistance and if necessary, to transfer any

injured or sick person to a hospital preferably conforming to North American standards. Should repatriation become necessary as a result of serious illness or death, the Customer shall attend to all formalities and pay all the costs incurred thereby. Should replacement personnel be required, the costs for same shall be borne by the Customer.

The Customer shall make available free of charge to Siemens personnel: office space, telephone, high speed internet connection and telex/fax (communication with home office shall be free of charge) and all such other facilities as are available to Customer's own personnel.

Any social amenities available at the job site or introduced there during the progress of site work, as well as any special benefits granted, shall be made available to Siemens personnel in the same manner and extent as accorded to any other foreign personnel at the job site.

In the interests of avoiding language difficulties, the Customer shall, for own account, make available the services of interpreters, where work is being performed.

If an incident occurs whereby the SIEMENS personnel are unable to safely continue working at site and which, in agreement with the CUSTOMER, results in their repatriation to home base the cost for both the repatriation and subsequent return to site of the personnel or their replacements shall be primarily borne by the CUSTOMER.

VIII. Health and Safety

1. At any job site where employees of Siemens or its sub-contractors are performing work, the CUSTOMER at his cost shall establish and implement appropriate Health, Safety and Security protection procedures (HSS) which are at least equivalent to Siemens requirements.
2. The CUSTOMER's HSS procedures, plans, site rules and all relevant project information shall be sent to Siemens for review and approval at the latest six (6) weeks prior to start of any site activity to be performed by Siemens or his sub-contractors.
3. The Siemens HSS management shall have the right to visit and inspect the work location prior to commencement of the work and during the performance of the work in order to ensure that a safe working environment is maintained.
4. Prior to entering the working area all employees of SIEMENS and its sub-contractors shall receive appropriate training given by the CUSTOMER of the applicable HSS regulations. Siemens and their sub-contractors will also be required to demonstrate their understanding of this training. All training and information on site shall be given in English.
5. In cases where the CUSTOMER's HSS procedures or the implementation thereof do not fulfill the requirements in item 1 above or is in any way incomplete, then the Siemens HSS procedures shall apply.
6. The CUSTOMER shall warrant that the job site or any equipment at the job site is free from asbestos and other hazardous substances or other materials dangerous

to health or environment. Should the job site or any equipment affected by the work contain such substances or materials, the job site or the relevant equipment must be de-contaminated at the account of the CUSTOMER in accordance with Siemens HSS Procedures prior to Siemens starting the work.

7. Where Siemens is of the opinion that the CUSTOMER's HSS or Siemens HSS requirements have been violated, Siemens has the right to immediately suspend the work at site by giving a written notice to the CUSTOMER. The suspension will last until such violation has been remedied by the CUSTOMER to the acceptance of Siemens. The CUSTOMER shall compensate Siemens for any costs incurred as a result of such violation and the delivery time shall be extended by a period equivalent to the period of suspension plus a reasonable time for mobilization (if applicable).

IX. Additional Notes

- a) In the event Siemens uses outside or subsidiary personnel to perform services that would normally be performed by Siemens personnel, Siemens will invoice Purchaser for such personnel at the hourly rates published herein.
- b) Any non Siemens parts or materials supplied during the work will be charged at cost plus 25%.
- c) Siemens will supply engineers and technicians based on qualifications with priority given to qualified daily commuting personnel when available.
- d) For all other conditions, please refer to the attached selling policy

X. COMPLIANCE CULTURE WITH CUSTOMER AND PARTNERS

Siemens is committed to being one of the world's best companies in terms of transparency and compliance . We are driving this through both our leadership culture and the application of clear Business conduct guidelines.

Our Business Conduct guidelines are applicable to all Siemens employees and as such every employee makes a personal contribution through their observance and adherence . Accordingly we have a zero tolerance policy for any illegal or unethical behavior.

Acting with responsibility and integrity is decisive for building and sustaining the highest relationships with our customers and business partners based on trust. If you detect any misconduct on the part of our employees, please inform us to this effect immediately. Simply contact our Internet helpdesk "Tell us" or access the Internet Website www.siemens.com/tell-us at any time around the clock.



Siemens Energy, Inc.
Service Division O&G
4654 W. Farm Road 130
Springfield, MO 65802

Selling Policy 1200

(For Sales in the U.S.A.
Excluding the States of Louisiana and Mississippi)

April 23, 2013
Supersedes Selling Policy 1200 dated May 1, 2005

**These Terms and Conditions Govern
the Sale of Equipment and Services**

The terms and conditions set forth in the Siemens Energy, Inc., Service Division O&G proposal and in this Selling Policy 1200 are the terms and conditions governing the Siemens proposal and any Agreement between the parties for the Equipment and/or Services covered by such proposal. Each proposal is valid for sixty (60) days from the date of the proposal unless extended or withdrawn in writing by Siemens. The issuance of a Purchaser purchase order or any other reasonable manner of acceptance by Purchaser communicated to Siemens during such validity period will form an Agreement based upon the terms and conditions of the Siemens proposal and this Selling Policy 1200.

1. Definitions

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

- A. "ACM" as used herein shall mean Asbestos and Presumed Asbestos Containing Materials.
- B. "Agreement" means the Siemens proposal, this Selling Policy 1200, Purchaser's purchase order, as accepted by Siemens, (excluding any pre-printed terms and conditions on said purchase order and in any attachments to or Purchaser documents referenced in said purchase order) or other document evidencing acceptance of the Siemens offer as set forth in the Siemens proposal; or an integrated agreement signed by Siemens and Purchaser; for the Equipment, and/or Services.
- C. "Asbestos" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- D. "Equipment" means equipment, components, parts, materials and Software provided by Siemens pursuant to the Agreement.
- E. "Field Installation Services" means the installation by Siemens of Purchaser's Material at the Site.
- F. "Field Repair and Modernization Services" means the repair, modification or modernization work, or some or all of them, performed by Siemens on Purchaser's Material at the Site and for certain activities at a repair facility selected by Siemens.
- G. "Hazardous Material" means any material listed in the "Hazardous Material Table" set forth in 49 CFR 172.101 as amended.
- H. "Maintenance Services" means the disassembly, inspection and reassembly of Purchaser's Material at the Site.
- I. "Nuclear Incident" shall have the meaning set forth in the Atomic Energy Act of 1954, 42 U.S.C. 2011, et seq., as amended.
- J. "Party" means individually either Siemens or Purchaser.
- K. "Parties" means collectively both Siemens and Purchaser.
- L. "Presumed Asbestos Containing Material" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- M. "Purchaser" means the entity purchasing Equipment and/or Services, as well as any other owners of the facility where the Equipment or Purchaser's Material is or will be situated.
- N. "Purchaser's Material" means the equipment, materials, components and items of any kind owned by Purchaser or any other owner of the Site for which Services are to be provided or are provided under the Agreement.
- O. "Services" means Shop Repair and Modernization Services, Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and Technical Services; or some or all of them provided by Siemens pursuant to the Agreement.
- P. "Services on Third Party Parts" means Services in connection with Third Party Parts.
- Q. "Shop Repair and Modernization Services" means work performed by Siemens on Purchaser's Material at a Siemens manufacturing plant, a Siemens repair facility or another suitable facility selected by Siemens.
- R. "Siemens" means Siemens Energy, Inc., Service Division O&G and its affiliated companies and their subsidiaries, successors and assigns, and each of their respective partners, principals, shareholders, directors, officers, employees, and agents.
- S. "Site" means the Purchaser's facility where the Equipment or Purchaser's Material is or will be situated.
- T. "Special Services" means the performance by a Siemens field service representative of diagnostic and operational troubleshooting on Purchaser's Material, both on line and off line. This work may be conducted on Site or by telecommunication.

CONFIDENTIAL

U. "Software" means instructions in machine readable form, other than source code, and associated documentation delivered by Siemens to Purchaser in chip, disk and/or tape format.

V. "Subsupplier" means any subcontractor or supplier of any tier who supplies goods and services to Siemens in connection with the obligations of Siemens under the Agreement.

W. "Technical Field Assistance" means the advice and consultation given to Purchaser's personnel by a field service representative of Siemens with respect to:

- (1) installation, inspection, repair and/or maintenance activities performed by others at the Site, and
- (2) any Siemens recommended quality assurance procedures for activities performed at the Site.

Technical Field Assistance does not include management, supervision or regulation of Purchaser's personnel, agents or contractors.

X. "Technical Services" means (i) Technical Field Assistance; (ii) Special Services; (iii) inspection of equipment which has been disassembled by Purchaser or others; (iv) technical evaluation of inspections performed by Siemens, Purchaser or others; (v) technical information provided by Siemens, including data interpretation and reports; (vi) inspections, technical evaluation of inspections, technical analysis of materials and technical recommendations related to Shop Repair and Modernization Services; (vii) advice and consultation given to Purchaser's personnel at the Site or at a Siemens facility by a Siemens engineer or technician; and/or (viii) advice and guidance given to Purchaser by Siemens field engineer(s) regarding methods and procedures for installation, maintenance and/or calibration of the Equipment or Purchaser's Material.

Y. "Third Party Parts" means parts, components, equipment or materials provided by Purchaser under the Agreement or that exist in the Purchaser's Material which were not manufactured or supplied by Siemens or the predecessors of Siemens or which were originally supplied by Siemens or the predecessors of Siemens and subsequently repaired, serviced or otherwise modified or altered by any party not affiliated with Siemens or with a predecessor of Siemens.

2. Scope

Siemens will furnish to Purchaser Equipment, and/or Services as specified in and pursuant to the Agreement.

3. Price Policy

For an Agreement for Equipment supply only, unless otherwise stated in the Siemens proposal, the price does not include disassembly and reassembly of Equipment at the Site.

Prices are firm for (i) Equipment with a scheduled shipment date of sixty (60) weeks or less from Siemens' acceptance of the Purchase Order and (ii) Services which are scheduled to be performed within sixty (60) weeks from Siemens' acceptance of the Purchase Order.

For (i) Equipment with a scheduled shipment date in excess of sixty (60) weeks and (ii) Services scheduled to be completed beyond sixty (60) weeks from Siemens' acceptance of the Purchase Order, the prices are subject to adjustment upward or downward for changes in the specified labor and material indexes in accordance with the provisions of the applicable Siemens Price Adjustment Policy.

4. Terms of Payment

A. Unless otherwise specified, Siemens shall issue invoices in accordance with the schedule set forth in the Siemens proposal. If an invoice schedule is not set forth in the Siemens proposal, Siemens shall issue invoices as the work is completed, but no more often than monthly. In any event, all invoices shall be paid within thirty (30) days after the date of the invoice.

B. In any instance where Purchaser is unable to return components to Siemens for fitting or for coordination with other assemblies by the specific date agreed to in the Agreement or where a portion of the work is to be performed by Siemens at a later date, Siemens reserves the right to invoice Purchaser for work performed to date and either ship the components to Purchaser in their existing state or hold the components in storage at Purchaser's risk and expense. That portion of the work which is to be performed by Siemens at a later date will be performed as a Purchaser requested change under Article 18, Changes.

C. If shipments are delayed by Purchaser, affected payments shall become due based on the date Siemens is prepared to make shipment.

D. Any past due amounts shall, without prejudice to the right of Siemens to payment when due, bear interest at a floating rate equivalent to one-twelfth (1/12) of the per annum prime rate charged by JPMorgan Chase Bank, New York, New York, U.S.A., as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%), payable each month or portion thereof that payment is delayed. If payments are not made when due Siemens may, upon fifteen (15) days written notice and at its option, (i) terminate this Agreement (which termination shall be treated as a termination pursuant to Article 11, Termination) or (ii) suspend all further work hereunder. Resumption of work thereafter is contingent upon correction of the payments deficiency by Purchaser. The schedule for the resumed work will be established by Siemens based on its then current work load and the availability of other resources. All Siemens expenses associated with any such suspension shall be for the account of Purchaser.

E. If there exists a good faith dispute over the amounts to be paid, Purchaser shall notify Siemens in writing that such dispute exists and Purchaser shall pay the undisputed amount. The disputed portion may be held in abeyance until resolution of the dispute with that portion, together with the interest charge specified in Paragraph D above, due thirty (30) days after said resolution.

F. Unless otherwise set forth in the Siemens proposal, if shipment (from the manufacturing plant or repair facility where the work is performed) and/or Delivery of an item of the Equipment or completion of a portion of the Services is delayed for causes which are within the reasonable control of Siemens, issuance of the invoice covering the final five percent (5%) payment for the delayed work will be deferred for twice the number of months by which shipment/Delivery of such item of the Equipment or completion of such portion such Services is delayed; provided, however, that such deferral of the final invoice shall only be applicable if the delay in shipment and/or Delivery of the Equipment or the delay in completion of the Services has actually delayed the Purchaser's project for which the Equipment and/or Services were purchased.

G. THE REMEDIES OF PURCHASER SET FORTH ABOVE AND/OR IN THE SIEMENS PROPOSAL FOR DELAY IN SHIPMENT/DELIVERY OR COMPLETION OF SERVICES CAUSED BY SIEMENS ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND NO OTHER REMEDIES OF ANY KIND WHATSOEVER SHALL APPLY. Deferral of the issuance of the final five percent (5%) invoice as set forth above and/or provision of the rem-

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edy set forth in the Siemens proposal shall constitute complete fulfillment of all liabilities of Siemens to Purchaser for delay in shipment/Delivery of Equipment or completion of Services whether based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

5. Delivery, Title and Risk of Loss or Damage

A. Unless otherwise stated in the Siemens proposal, delivery of each component of Equipment shall be made Ex Works (Incoterms 2010) at the manufacturing plant ("Delivery"). Subject to the provisions of Paragraph B below, legal and equitable title and risk of loss or damage to each such component of the Equipment shall pass from Siemens to Purchaser upon Delivery.

B. Title to and right of possession of any Software licensed hereunder, without legal process, shall remain with Siemens or its licensor, except that Purchaser shall have the right of possession and use of the Software provided hereunder for the terms of the corresponding license provided herein, so long as no breach of this Agreement has been made by Purchaser and all payments due Siemens have been paid. Nothing in this Agreement shall be construed as giving Purchaser any right to sell, assign, lease or in any other manner transfer or encumber Siemens' or its licensor's ownership of the Software, or as limiting Siemens or its licensor from using and licensing the Software to any third party.

C. Purchaser's Material sent to Siemens for Shop Repair and Modernization Services or Purchaser's Material or Equipment being returned pursuant to the provisions of the Warranty or Patents Articles of the Agreement will be delivered by Purchaser at its expense to the repair or manufacturing plant designated by Siemens where the work is to be performed. Title to such Equipment or Purchaser's Material will remain at all times with Purchaser. Risk of loss or damage to such Equipment or Purchaser's Material will transfer to Siemens upon its arrival on board the carrier at the repair or manufacturing plant and will transfer back to Purchaser upon its delivery to the carrier at the repair or manufacturing plant for return to Purchaser. Delivery of Purchaser's Material shall be made when the item is placed on board carrier at the repair or manufacturing plant. When repair work is performed by Siemens at the Site, title and risk of loss or damage to the Equipment, to Purchaser's Material and to other property shall remain at all times with Purchaser. Title to any defective or nonconforming components of the Equipment that are replaced by Siemens, as part of its warranty obligations shall, at Siemens' option, revert back to Siemens upon completion of the replacement, with a deemed value of zero.

D. Risk of loss of or damage to Purchaser's Material or other property located at the Site shall remain with Purchaser at all times during the performance of work hereunder. If Purchaser procures or has procured property damage insurance applicable to occurrences at the Site, Purchaser shall obtain a waiver by the insurers of all subrogation rights against Siemens and its Subsuppliers.

6. Transportation

A. Transportation and Storage: When items of Equipment are ready for shipment or Shop Repair and Modernization Services are completed on Purchaser's Material, Siemens will notify Purchaser to arrange for shipment. If Siemens has agreed in the Siemens proposal to transport Equipment, when items of Equipment are ready for shipment or Shop Repair and Modernization Services is completed on Purchaser's Material, Siemens will (i) in the absence of shipping instructions, inform Purchaser of pending shipment and Purchaser will thereafter promptly give shipping instructions to Siemens; (ii) determine the method of transportation and the routing of the shipment and (iii) ship the Equipment or Purchaser's Material freight prepaid and included in the price by Normal Carriage:

(1) to Purchaser's designated destination when shipped by highway transport, or

(2) to the nearest suitable rail siding to Purchaser's designated destination when shipped by rail transport.

In the event that Purchaser fails to provide Siemens with timely shipping instructions, Siemens will ship the Equipment or Purchaser's Material by Normal Carriage to Purchaser or to a suitable storage location selected by Siemens.

If the Equipment and/or Purchaser's Material is to be placed into storage in accordance with the above, delivery of the Equipment or Purchaser's Material shall be deemed to have occurred for all purposes under the Agreement, including any payment due upon delivery, at the time the Equipment or Purchaser's Material is placed on board the carrier for shipment to the storage location. If the Equipment and/or Purchaser's Material is to be stored in the facility where manufactured, or where Shop Repair and Modernization Services are performed, delivery shall be deemed to have occurred when the Equipment and/or Purchaser's Material is placed into the storage location at such facility.

In the event of storage pursuant to the preceding Paragraph, all expenses thereby incurred by Siemens, such as preparation for and placement into storage, handling, freight, storage, inspection, preservation, taxes and insurance, shall be payable by Purchaser upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of any additional amounts due hereunder, Purchaser shall arrange, at its expense, for removing the Equipment and/or Purchaser's Material from storage.

B. Normal Carriage: When Siemens is providing the transportation of the Equipment and/or Purchaser's Material, Siemens shall make every reasonable effort to ship by highway transport unless rail transport is required. Normal Carriage means carriage either by highway transport (provided this does not necessitate use of specialized riggers trailers) or by rail transport, on normal routing from the repair facility or manufacturing plant to (i) Purchaser's designated destination when shipped by highway transport or (ii) the nearest accessible suitable rail siding to Purchaser's designated destination when shipped by rail transport or (iii) the port of export selected by Siemens in the forty-eight (48) continental United States if Purchaser's designated destination is outside the United States or is in Alaska or Hawaii.

C. Special Transportation and Services: Purchaser agrees to pay or to reimburse Siemens for any transportation charges in excess of regular charges for Normal Carriage, including, but not limited to, excess charges for special routing, special trains, specialized riggers trailers, lighterage, barging and air transport.

Purchaser also agrees to pay or to reimburse Siemens for any cost incurred or charge resulting from special services performed in connection with the transportation of the Equipment or Purchaser's Material, including, but not limited to, the construction and repair of transportation and handling facilities, bridges and roadways, of whatever kind and wherever located.

7. Warranty

A. Equipment Warranty and Exclusive Remedy (excluding Software): Siemens warrants that each component of the Equipment (excluding Software and consumables) furnished to Purchaser will be free of defects in workmanship and materials until the earlier of eighteen (18) months after the Delivery of such component of the Equipment or one (1) year from the date of first use of such component of the Equipment (the "Equipment Warranty Period").

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If during the Equipment Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Equipment or any component thereof fails to conform to the Equipment Warranty, Siemens will at its option and expense correct such nonconformity by repair or replacement.

B. **Software Warranty and Exclusive Remedy:** If Equipment includes Software, Siemens also warrants that the Software will be free of errors which materially affect its utility until the earlier of eighteen (18) months after the Delivery of such Software or one (1) year from the date of first use of the Software (the "Software Warranty Period").

If during the Software Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Software fails to conform to its warranty, Siemens will at its option and expense correct the nonconformity by correction in the medium originally supplied or by providing a procedure to Purchaser for correction of the nonconformity. Third party Software shall be warranted on a pass through basis in the same manner and for the same period and extent provided to Siemens by the entity which supplied said third party software.

C. **Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty and Exclusive Remedy:** Siemens warrants that the work performed by Siemens on Purchaser's Material, including any materials (excluding consumables) supplied by Siemens in connection therewith (hereinafter in this Paragraph C referred to as the "Work"), will be free of defects in design, workmanship and materials until one (1) year after the completion of such services (the "Field and Shop Repair and Modernization Services Warranty Period").

If during the Field and Shop Repair and Modernization Services Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Work or any part thereof fails to conform to the Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty, Siemens will at its option and expense correct such nonconformity by repair, replacement or reperformance of the defective portion of the Work. If repair, replacement or reperformance is impracticable, Siemens will refund the amount of the compensation paid to Siemens by Purchaser for such nonconforming portion of the Work.

D. **Technical Services Warranty and Exclusive Remedy:** Siemens warrants for each item of Technical Services that (i) the advice, recommendations and performance of its personnel will reflect competent professional knowledge and judgment and (ii) the technical information, reports and analyses transmitted by Siemens in connection therewith will reflect competent professional knowledge and judgment, beginning with the start of the item of Technical Services and ending one (1) year after completion of said item of Technical Services by Siemens (the "Technical Services Warranty Period").

If during the Technical Services Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that any portion of the Technical Services fails to conform to the Technical Services Warranty, Siemens will promptly reperform such nonconforming portion of the Technical Services. If reperformance is impracticable Siemens will refund the amount of the compensation paid to Siemens for such nonconforming portion of the Technical Services.

E. **Title:** Siemens warrants that the Equipment, upon Delivery, shall not be subject to any encumbrances, liens, security interests, or other defects in title. In the event of any failure to conform to this warranty, Siemens, upon prompt written notice of such failure, shall defend the title to the Equipment.

F. **Warranty Conditions:** The warranties and remedies set forth in this Article are conditioned upon:

(1) Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the Equipment, Purchaser's Material or Purchaser's equipment, in accordance with the recommendations of Siemens to the extent applicable or, in the absence of such recommendations or to the extent not applicable, in accordance with the generally accepted practices of the industry. In addition, such Equipment, Purchaser's Material or Purchaser's equipment shall not have been operated in excess of limitations specified in writing by Siemens and not have been subjected to accident, alteration, abuse or misuse; and

(2) For all warranty work, Purchaser shall provide access to any operating and maintenance data as requested by Siemens, which may include broadband connection.

(3) For all warranty work where disassembly, removal, replacement and reinstallation of Equipment, materials, structures or Purchaser's Material was not part of the Siemens scope of work under the Agreement, Purchaser providing, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials, structures or Purchaser's Material to the extent necessary to permit Siemens to perform its warranty obligations.

(4) All warranty work being performed on a single-shift straight-time basis, Monday through Friday. In the event Purchaser requests correction of warranty items on an overtime or multiple shift schedule, the premium portion of such overtime or multiple shift shall be to Purchaser's account.

(5) Purchaser, without cost to Siemens, making its Site facilities and personnel (to the extent consistent with personnel job classifications) available to assist Siemens in the performance of its warranty obligations.

(6) Purchaser, with respect to Paragraph 5 above, reimbursing Siemens for all costs incurred in the transportation of personnel and defective, repaired or replacement parts to and from the Site.

(7) Prior to the return of any Equipment or Purchaser's Material to Siemens, the Purchaser must obtain authorization and shipping instructions from Siemens. The Equipment or Purchaser's Material must be returned with complete identification in accordance with instructions furnished by Siemens. In no event will Siemens be responsible for Equipment or Purchaser's Material returned without proper authorization and identification. Siemens reserves the right to reject any unauthorized returns and/or Hazardous Material.

G. For the avoidance of doubt, in the event that physical loss or damage to the Purchaser's property results from the failure of a warranted defective portion of the Equipment or Services to conform to its respective warranty during the applicable warranty period, should Siemens have any liability at all, Siemens' liability shall in no case exceed Siemens' obligation to perform the warranty remedies specified in Article 7 subsections A, B, C, or D, as applicable, which Siemens would have had to perform if such warranty remedy had been carried out immediately following such failure but prior to the occurrence of the physical loss or damage.

H. The warranty period for any Services or Equipment repaired or replaced by Siemens pursuant to this Article 7 shall not exceed the earlier of twelve (12) months after the date of completion of the item of repaired, replaced or reperfomed Equipment or Services or six (6) months after the expiration of the original warranty period (the "Warranty Repair Warranty Period").

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I. **Additional Conditions Applicable to the Sale of Monitoring Devices:** Monitoring devices supplied by Siemens pursuant to the Agreement, such as but not limited to, monitors for generator condition and for steam chemistry, may enable users to better diagnose and control conditions within a turbine generator. While such monitors may permit earlier detection of harmful conditions, Siemens does not warrant or represent that the use of such monitors will prevent failure or detect all harmful conditions in a turbine generator and Purchaser acknowledges the same.

J. **Additional Conditions Applicable to Diagnostic and Non-Destructive Examination and Testing:** Diagnostic and non-destructive examination and testing techniques employed by Siemens may not detect all of the defects in Purchaser's Material (including indications of cracking) and such failure shall not constitute a breach by Siemens of its warranty obligations. Purchaser acknowledges that Siemens will not be responsible for the consequences of undetected defects including undetected cracks.

K. **Additional Conditions Applicable to Technical Field Assistance:** Where Siemens furnishes Technical Field Assistance under the Agreement, Purchaser is responsible for (i) the supervision, management, regulation, arbitration and determination of the number of its personnel, agents, or contractors and their work and (ii) the planning, scheduling, management and progress of the work. Unless expressly agreed to in writing by Siemens, under no circumstances shall Siemens provide or be obligated to provide Technical Field Assistance directly or indirectly to any competitor of Siemens or their employees, representatives, or consultants.

L. **Exclusivity of Warranties and Remedies:** THE WARRANTIES PROVIDED BY SIEMENS AS SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). Correction of nonconformities in the manner and for the period of time provided above constitute Siemens' sole and exclusive liability and Purchaser's sole and exclusive remedy for defective or nonconforming Equipment and/or Services whether claims of the Purchaser are based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

8. Taxes

The price paid or to be paid to Siemens under the Agreement does not include any federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts, or similar taxes (other than federal and state income taxes imposed on Siemens) now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment and Purchaser's Material, its or their sale, their value or their use, or any Services performed in connection therewith. Purchaser agrees to defend, pay, and reimburse Siemens for any such taxes or costs, expenses, claims, liabilities, or losses including without limitations tax liabilities, penalties, and interest as a result of Purchaser's acts or omissions related to such taxes, which Siemens or its Subsuppliers are required to pay or are incurred by Siemens and its Subsuppliers.

9. Additional Conditions Applicable to Nuclear Installations

In the event the Services and/or the Equipment provided under the Agreement are to be performed or utilized at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Purchaser Insurance

(1) If Purchaser procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its Subsuppliers as additional insureds.

(2) Purchaser shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Purchaser will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its Subsuppliers by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. **Waivers by Purchaser:** Neither Siemens nor its Subsuppliers shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Subsuppliers on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Purchaser recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Purchaser shall defend, indemnify and hold Siemens and its Subsuppliers harmless against claims by such third party which are based on Purchaser's recovery of such damages. In addition, Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Subsuppliers, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. **Third Party Property Protection:** Purchaser will indemnify and hold Siemens and its Subsuppliers harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Purchaser shall obtain for the benefit of Siemens and its Subsuppliers, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Purchaser in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Purchaser.

D. **Decontamination:** Purchaser shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Purchaser shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

10. Force Majeure

A. Siemens will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by any cause beyond the reasonable control of Siemens or its Subsuppliers or from any act of God; act of civil or military authority; act of war whether declared or undeclared;

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act (including delay, failure to act or priority) of any governmental authority or Purchaser; act of terrorism or threat thereof; civil disturbance, rebellion, insurrection, riot or sabotage; fire, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; embargo, epidemic or quarantine; railroad car, fuel or energy shortage; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, work permits or working visas for Siemens' personnel or its Subsuppliers' personnel, necessary import or export licenses, or materials from usual sources.

B. In the event of a delay in performance excusable under this Article, the date of Delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay, and Purchaser will reimburse Siemens for its additional costs and expenses resulting from the delay.

11. Termination

A. Purchaser may terminate the Agreement for convenience upon thirty (30) days prior written notice to Siemens, subject to Purchaser's payment of Termination Charges. Should the work be delayed for a period in excess of six (6) months for any reason attributable to Purchaser and/or force majeure, or should any payment from Purchaser be thirty (30) days or more past due, at the option of Siemens, Siemens may deem the Agreement to have been terminated by Purchaser. Termination Charges under this Section 11 will be either: (a) the applicable termination fee from the termination fee schedule set forth in the Siemens proposal; or (b) in the absence of a termination fee schedule, the portion of the purchase price for the work performed, man hours expended and materials acquired as of the date of termination plus the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its Subsuppliers, and any applicable cost allocated in contemplation of performance. Siemens will make every reasonable effort to minimize the Termination Charges. The Parties agree that such Termination Charges, including termination fees set forth in the Termination Fee Schedule, are a reasonable determination of the damages that Siemens would incur as a result of such termination and do not constitute a penalty. All Termination Charges shall be due and payable thirty (30) days from the date of the Siemens invoice.

B. Purchaser may terminate the Agreement for cause in the event of (i) an act of insolvency or bankruptcy by Siemens; or (ii) a material breach of the Agreement by Siemens, which Siemens fails to cure within thirty (30) days after notice thereof from Purchaser and fails to diligently pursue thereafter. In such event, as Purchaser's sole remedy for such default, Siemens will reimburse Purchaser for its reasonable and verifiable costs to complete the Services or obtain replacement Equipment up to twenty percent (20%) of the price for such item of Equipment or Services under the Agreement.

C. In the event of any breach of the Agreement by Purchaser, Siemens shall be entitled to an extension of time to the extent necessitated by the breach and to reimbursement for all costs and expenses incurred by Siemens as a result of such breach. Siemens may terminate the Agreement for cause in the event of a material breach of the Agreement by Purchaser. If Siemens terminates the Agreement pursuant to this Paragraph 11.C, Purchaser shall pay Siemens the Termination Charges (as defined in Paragraph 11.A) within thirty (30) days from the date of the Siemens invoice.

D. In addition, if at any time during the performance of its work under the Agreement Siemens reasonably determines that the Purchaser's financial condition may render it insolvent or unable to make future payments under the Agreement, then Siemens shall be entitled to one or more of the following at Siemens' option: (i) adequate written assurances, supported by documentation, of Purchaser's ability to pay; (ii) payment in advance for any further work; (iii) future payments against an irrevocable Letter of Credit on terms, and from an issuing bank, acceptable to Siemens; (iv) other payment security or credit support mutually agreed by Purchaser and Siemens.

12. Intellectual Property Infringement

A. Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Purchaser so far as based on an allegation that any Services on Purchaser's Material or the Equipment (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent, copyright or misappropriation of a third party's trade secret, so long as Siemens is notified promptly in writing and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Services on Purchaser's Material or the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement of any such United States patent, copyright or misappropriation of a third party's trade secret, or its use by Purchaser is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Purchaser the right to continue using said Equipment or Purchaser's Material; (b) replace it with substantially equivalent non-infringing equipment; or (c) modify it so it becomes non-infringing.

B. Siemens will have no duty or obligation to Purchaser under this Article to the extent that the Services on Purchaser's Material or Equipment is (a) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Purchaser or its contractors after delivery by Siemens, or (c) combined by Purchaser or its contractors with items not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Purchaser. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Purchaser shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Purchaser under the provisions of Paragraph 12.A above.

C. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS, COPYRIGHTS OR TRADE SECRETS AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS, COPYRIGHTS OR TRADE SECRETS. Compliance with this Article as provided herein shall constitute fulfillment of all liabilities of the parties under the Agreement with respect to patents, copyrights or trade secrets.

13. Confidential Information

A. Siemens may have a proprietary interest in information that is furnished pursuant to or in connection with the Agreement. Purchaser will keep in confidence and will not disclose any such information, or any of Siemens' intellectual property (including, but not limited to, any patents, copyrights or trade secrets), which is specifically designated as being confidential by Siemens or use any such information for other than the purpose for which it is supplied without the prior written permission of Siemens. The provisions of this Paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Purchaser without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any confidentiality obligation of Purchaser, or which is received from a third party, including Purchaser's subsidiaries or affiliates, without limitation or restriction on said third party or Purchaser at the time of disclosure.

B. Siemens also has a proprietary interest in (i) its proposal and the Agreement and (ii) the processes and procedures used by its personnel in performance of the Agreement. Accordingly, the quotation, the Agreement and such processes and procedures shall not be disclosed or viewed in whole or in part by third parties without the prior written permission of Siemens.

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C. Siemens also has a proprietary interest in the manner of performance of the work, including but not limited to the know-how, processes, methods and techniques employed by Siemens in connection therewith. The observing or recording of the work or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, any and all copies of any such recording(s) shall be turned over to Siemens for destruction by Siemens. Siemens may (in addition to any other legal or equitable rights and remedies) stop the work until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Purchaser will reimburse Siemens for Siemens' and its Sub-suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization.

D. Without limiting its obligations pursuant to paragraphs 13.A and 13.B above, Purchaser agrees not to reverse engineer, modify, improve, or make derivative works of Siemens' confidential information or intellectual property. Purchaser further agrees not to seek any intellectual property rights directly or indirectly based in whole or part on Siemens' confidential information or intellectual property without Siemens' prior written consent. Purchaser further agrees that if it obtains any such intellectual property rights, it has acted or will act as an agent for the benefit of Siemens for the limited purpose of obtaining and securing such intellectual property rights and will upon written direction from Siemens assign the same to Siemens.

E. Purchaser shall indemnify and hold Siemens harmless from and against any loss, damage or liability arising or resulting from non-compliance with the provisions of this Article 13.

F. When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), Purchaser may disclose such confidential information to such Governmental Authority; provided, however, that prior to making any such disclosure, Purchaser will: (a) provide Siemens with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of Siemens and its Subsuppliers and the requirements of the Governmental Authority involved; and (c) make every reasonable effort (which shall include participation by Siemens in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, Siemens shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved.

14. Limitation of Liability

A. PURCHASER EXPRESSLY AGREES THAT NEITHER SIEMENS NOR ITS SUBSUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE OR LOSS OF USE THEREOF; LOSS OF USE OF PURCHASER'S MATERIAL, EQUIPMENT OR POWER SYSTEM; LOSS OF DATA; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY CLAIMS OF CUSTOMERS OF PURCHASER.

B. PURCHASER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IT IN THE AGREEMENT ARE EXCLUSIVE, AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF SIEMENS OR ITS SUBSUPPLIERS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THE APPLICABLE PURCHASE ORDER.

C. ALL LIABILITY OF SIEMENS AND ITS SUBSUPPLIERS UNDER THIS AGREEMENT SHALL TERMINATE NO LATER THAN THE EXPIRATION OF THE WARRANTY PERIOD.

D. THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

15. Transfer; Ownership and Export Compliance

A. Prior to the transfer to another party of any Equipment, Purchaser's Material, work product furnished hereunder by Siemens' or its Subsuppliers, or the transfer of any interest in said Equipment, Purchaser's Material or work product, or the facility in which or the site on which said Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser shall obtain for Siemens written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded Siemens and its Subsuppliers under the Agreement.

B. If Purchaser is not the sole owner of the Equipment, Purchaser's Material, work product furnished hereunder by Siemens or its Subsuppliers, or the facility in which or the site on which the Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser represents and warrants that it has (and will maintain) written assurances from each and every other owner of limitation of and protection against liability of Siemens and its Subsuppliers with respect to each and every such other owner at least equivalent to that afforded Siemens and its Subsuppliers under the Agreement.

C. Transfer contrary to the provisions of paragraph 15.A. above or in breach of paragraph 15.B. above, shall make Purchaser the indemnitor of Siemens and its Subsuppliers against any liabilities incurred by Siemens and its Subsuppliers in excess of those that would have been incurred had no such transfer or breach, as the case may be, taken place.

D. Purchaser acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment and/or Services provided under the Agreement, including any export license requirements. Purchaser agrees that such Equipment and/or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS."

16. Software License

Siemens grants to Purchaser a nonexclusive, nontransferable license to utilize the Siemens Software furnished hereunder solely for Purchaser's internal use in connection with the Siemens equipment for which it is supplied or in which such Software is incorporated. All title and ownership of the Siemens Software, including, without limitation, the copyright to such Software, shall remain exclusively with Siemens. Purchaser may make one backup copy of the Software for the sole purpose of replacement of a worn, impaired, damaged, or destroyed original copy. Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence of any Software

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licensed hereunder. Third party Software provided by Siemens may be subject to a separate license agreement and /or registration requirements and limitations on copying and use.

17. Compliance with Laws

In the performance of work under the Agreement, Siemens and its Subsuppliers shall comply with all applicable provisions of Executive Order 11246, as amended, relating to equal opportunity and non-segregated facilities, the Fair Labor Standards Act of 1933 and the Occupational Safety and Health Act of 1970. The price for the work is based on compliance by Siemens with applicable laws, regulations and technical codes and standards as they are in effect on the date of the Siemens proposal (or the effective date of the Agreement if no proposal was provided).

18. Changes

A. Purchaser may request changes within the scope of the Agreement and, if accepted by Siemens, the price, performance, schedule and other pertinent provisions of the Agreement will be adjusted by mutual agreement of the parties prior to implementation of the change.

B. Expenses incurred by Siemens due to (i) delays, other than delays which are deemed to be within the reasonable control of Siemens, and (ii) changes in applicable laws, regulations and technical codes and standards or the imposition of new laws, regulations and/or technical codes and standards after the applicable date set forth in Article 17 will be treated as changes to the scope of work and the Agreement will be adjusted as set forth in the previous Paragraph.

C. Siemens may make a change(s) in the Equipment, Services on Purchaser's Material or the other Services without additional compensation from Purchaser if such change(s) does not adversely affect the warranties, the interface with Purchaser's equipment, materials and plant, the technical soundness of the work, the operability of the facility where the Equipment or Purchaser's Material is installed or for which Siemens is providing Services under the Agreement, or the schedule.

19. Inspection by Purchaser

Purchaser shall have reasonable access to the areas of the Siemens plants where work under the Agreement is being performed to enable Purchaser to observe tests on the work. Siemens, if requested, will inform the Purchaser of those tests and procedures which can be witnessed. Should Purchaser elect to witness specific tests, Purchaser must so specify such requirement in ample time to permit Siemens to include said witness tests in the schedule. Siemens, if requested, will advise Purchaser of the schedule of such tests. However, no rescheduling of tests or delays in manufacturing or shipment will be made to accommodate such inspection. Siemens will exercise reasonable efforts to secure similar rights with respect to the inspection of Purchaser's work at Subsupplier's premises.

20. Removal of Hazardous Material

Prior to the shipment of any Equipment or Purchaser's Material to Siemens for Services at Siemens' or its Subsuppliers' manufacturing plant or repair facility, the Purchaser must remove all Hazardous Material and ACM.

21. Purchaser's Third Party Parts Warranty

Purchaser warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

Purchaser assumes the entire liability and risk arising out of or resulting from Third Party Parts and Services on Third Party Parts. Siemens' warranties set forth in Article 7 do not apply to any Third Party Parts or Services on Third Party Parts, and SIEMENS DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), OR OTHERWISE, FOR OR WITH RESPECT TO THIRD PARTY PARTS OR SERVICES ON THIRD PARTY PARTS.

22. Indemnity

Until the expiration of the applicable Warranty Period, Siemens shall indemnify, hold harmless and defend Purchaser its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property (except property of customers of Purchaser or property incorporated in or intended to be incorporated in the project), to the extent caused by or arising out of any negligent act or omission or willful misconduct of Siemens, or any of its officers, directors, agents, employees or Subsuppliers in connection with performance of work under the Agreement ("Purchaser Indemnity Claim"). Siemens' indemnification obligations under this Section 22 are conditioned upon Purchaser providing Siemens with: (i) prompt notice of any Purchaser Indemnity Claim; (ii) the unrestricted right to defend any Purchaser Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Purchaser Indemnity Claim.

~~Until the expiration of the applicable Warranty Period, Purchaser shall indemnify, hold harmless and defend Siemens its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property to the extent caused by or arising out of any negligent act or omission or willful misconduct of Purchaser, or any of its officers, directors, agents, employees or subcontractors in connection with performance of work under the Agreement ("Siemens Indemnity Claim"). Purchaser's indemnification obligations under this Section 22 are conditioned upon Siemens providing Purchaser with: (i) prompt notice of any Siemens Indemnity Claim; (ii) the unrestricted right to defend any Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Siemens Indemnity Claim.~~

23. Siemens Insurance

In connection with the Agreement, Siemens shall maintain insurance (or self insurance) as specified below:

A. Worker's Compensation: Siemens shall comply with workers compensation laws (or equivalent) in each jurisdiction where work is performed, and shall maintain a Workers Compensation and Employers Liability insurance policy. If any work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where such work is performed. The limits of such insurance shall be as follows:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each accident and in the aggregate

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\$1,000,000 disease each employee

B. Commercial General Liability: Siemens shall maintain commercial general liability insurance on an occurrence basis to provide coverage for: Bodily Injury; Personal Injury; Property Damage, Explosion, Collapse and Underground hazards (XCU); Contractual Liability (particularly applicable to the provisions of the Indemnity Article of this Agreement); and Products and Completed Operations with limits as follows:

\$1,000,000 each occurrence and in the aggregate

C. Business Automobile Liability: Siemens shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with the following limit:

\$1,000,000 Combined Single Limit

D. Umbrella Liability: Siemens shall maintain umbrella liability insurance with a limit of \$2,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

E. The coverages set forth in B, C and D above shall include Purchaser as additional insured to the extent that bodily injury, death and third party property damage are caused by the negligent acts or omissions of Siemens or its Subsuppliers.

24. Purchaser's Insurance

In connection with the Agreement, Purchaser shall purchase and maintain insurance as specified below:

~~A. All Risk Builders Risk: Purchaser shall purchase and maintain throughout construction of the project, "All Risk" Builders Risk insurance for the Site. Such insurance shall be purchased and in effect at least ten (10) calendar days before the start of any Services at the Site or the arrival of the first item of Equipment at the Site, whichever first occurs. Siemens and its Subsuppliers shall be named as an additional insured, with a waiver of subrogation, for physical loss or damage to the property at the Site (including the Equipment once at the Site and the Purchaser's Material) on such All Risk Builders Risk policy.~~

~~B. Property Insurance: Upon completion of the project, Purchaser shall purchase and maintain property damage insurance for the facilities at the Site until the expiration of the last of the applicable Warranty Periods. Such insurance will name Siemens and its Subsuppliers as an additional insured, with a waiver of subrogation, for physical loss or damage to the property at the Site (including the Equipment and Purchaser's Material).~~

~~C. Worker's Compensation: Purchaser shall comply with applicable workers compensation laws (or equivalent), and shall maintain a Workers Compensation and Employers Liability insurance policy. The limits of such insurance shall be as follows:~~

~~Worker's Compensation: Statutory~~

~~Employer's Liability: \$1,000,000 each accident and in the aggregate
\$1,000,000 disease each employee~~

~~D. Commercial General Liability: shall maintain commercial general liability insurance on an occurrence basis to provide coverage for: Bodily Injury; Personal Injury; Property Damage, Explosion, Collapse and Underground (XCU) hazards; Contractual Liability (particularly applicable to the provisions of the Indemnity Article of this Agreement); and Products and Completed Operations with limits as follows:~~

~~\$1,000,000 each occurrence and in the aggregate~~

~~E. Business Automobile Liability: Purchaser shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with the following limit:~~

~~\$1,000,000 Combined Single Limit~~

~~F. Umbrella Liability: Purchaser shall maintain umbrella liability insurance with a limit of \$2,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.~~

~~G. The coverages set forth in D, E and F above shall include Siemens as additional insured to the extent that bodily injury, death and third party property damage are caused by the negligent acts or omissions of Purchaser or its subcontractors.~~

25. Miscellaneous Provisions

A. Shipment Dates: Shipment dates are the dates the Equipment or Purchaser's Material will be ready for shipment from the manufacturing plant, Siemens repair facility or other facility where the Services are performed and are predicated on the prompt receipt by Siemens from Purchaser of all information necessary to commence and complete the work without delay or interruption. Unless otherwise stated in a Purchase Order, shipment dates are not guaranteed. Should Purchaser request Siemens to ship any Equipment or Purchaser's Material prior to a date established based on Siemens standard lead time for such Equipment or Purchaser's Material, and provided Siemens accepts in writing the earlier date, an additional fee will be applied to cover the costs associated with such expedited shipment.

B. Waivers: The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

C. Modification: No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

D. Headings: The headings used in the Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in the Agreement.

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E. Assignment: Except for assignment by Siemens to an affiliate of Siemens, the Agreement will not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void.

F. Governing Law: The Agreement will be construed and interpreted in accordance with the laws of the State of New Jersey without application of its choice of law or conflict of law rules.

G. Personnel: Siemens reserves the right to change any of its personnel performing Services under the Agreement. In such event, Siemens will provide replacement personnel of equivalent capabilities and bear any additional travel and living expense associated with providing such replacement personnel.

H. Performance Guarantee(s) and Exclusive Remedy: There are no performance guarantees of the Equipment and/or Services unless specifically set forth in the Siemens proposal. In the event any performance guarantees are provided in the Siemens proposal, Purchaser's sole and exclusive remedy and Siemens' sole and exclusive liability for any failure of the Equipment and/or Services to comply with such performance guarantees under any theory of recovery shall be the liquidated damages specified in such Siemens proposal up to the limit specified therein, which liquidated damages shall only be paid on a "no harm, no foul" basis. The Parties agree that such liquidated are a reasonable determination of the damages that Purchaser would incur as a result of the failure of the Equipment and/or Services to meet the Performance Guarantees and do not constitute a penalty.

I. Environmental Compliance: Purchaser recognizes that the performance of Services at the Site may involve the generation of Hazardous Material. Purchaser shall at its expense furnish Siemens with containers for Hazardous Material and shall designate a waste storage facility at the Site where such containers are to be placed by Siemens. Purchaser shall handle, store and dispose of Hazardous Material in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. Purchaser shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Material which it does not know or have reason to know will be generated in the performance of the Services, and Purchaser shall indemnify and hold Siemens harmless for all pollution and environmental impairment arising from the Purchaser's property, the Equipment or the Services.

J. Asbestos and Thermal Insulation

(1) The Purchaser warrants, represents, and certifies that, in any areas which may be accessed by Siemens or its Subsuppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at the Site:

(a) The Purchaser shall, at Purchaser's expense remove all thermal insulation, sprayed-on surfacing material, and/or ACM, including ACM which may be disturbed during or removal of which is required for the performance of the Services; and

(b) The Purchaser shall ensure that any areas where any activities involving the abatement or removal of thermal insulation, sprayed-on surfacing material or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SIEMENS IN PERFORMING THE SERVICES AND PERMITTING EMPLOYEES TO ENTER THE WORK AREAS IS RELYING UPON THE COVENANTS, AGREEMENTS, WARRANTIES, CERTIFICATIONS AND REPRESENTATIONS MADE BY PURCHASER ABOVE.

Without limiting its other rights and remedies Siemens shall not be obligated to commence or may stop any work in any Work Areas unless fully satisfied that the Purchaser is in compliance with Paragraph 25.J(1) above and this Paragraph 25.J(2), and shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement affected thereby or otherwise affected by Purchaser's non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any thermal insulation, sprayed-on surfacing material, or ACM except as specifically agreed in writing by Siemens and only after Siemens has been provided acceptable chemical analyses verifying that the same are not ACM.

(4) Siemens makes no representation that it is licensed to abate ACM. Notwithstanding anything set forth in the Agreement and unless Siemens is provided satisfactory written evidence that such GPW is not ACM, Siemens shall be obligated to handle, remove, or reinstall generator wedges, packing, or high temperature gaskets (such materials herein "GPW") only if such activities are within the scope of the Services and only then to the extent that:

(i) such activities would be classified as Class II or Class III activity under United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq.;

(ii) such activities do not require a permit, license, or authorization;

(iii) such activities are not likely to generate airborne asbestos fibers, and

(iv) all such GPW is non-friable.

In all other cases, such activities shall be Purchaser's responsibility and Siemens shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the Agreement should the same not be performed in a timely manner. The disposal of any GPW or scrap or waste material resulting from its disturbance or removal shall in all cases be the Purchaser's responsibility.

(5) Purchaser shall defend, indemnify and hold Siemens and its Subsuppliers harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Purchaser's failure to comply with the provisions of this Article 25.J.

K. Integration: The Agreement contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between them. Neither

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of the parties will be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of the Agreement.

L. **Survival:** The provisions entitled "Intellectual Property," "Additional Conditions Applicable to Nuclear Installations," "Confidential Information," "Limitation of Liability," "Transfer, Ownership and Export Compliance," "Software License," the second Paragraph of "Delivery, Title and Risk of Loss or Damage," and subsection (5) of the provision entitled "Asbestos and Thermal Insulation" shall survive termination, expiration or cancellation of the Agreement.

M. **Site Safety:** Purchaser shall comply with all federal, state, and local safety regulations and standards applicable to the site and to the equipment on which Siemens will perform the work. Siemens shall not be obligated to commence or perform work unless Purchaser's site complies with all applicable safety requirements. In the event Purchaser's site safety is non-compliant, Siemens may suspend work until such time as Purchaser corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Purchaser's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

N. **Severability:** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

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Section G.1 – Suggested Preventative Maintenance Schedule by Plant Personnel

1.0 Routine Inspections

- A. Inspect general condition including oil leaks and cleanliness of compressor assembly unit
- B. Inspect and replace inlet filter(s) as required
- C. Sample and conduct oil analysis/change oil as required
- D. Inspect and change oil filter(s) as required (See Section H, Item 0740).
- E. Check lube oil level / fill as required (Max full equals lower 1 inch of your dip stick)
- F. Verify all 4-20 mA current loops are operating properly (indicated on your transmitter monitor page)
- G. Verify surge detection unit operates properly / Clean per Section H, Item 1370

2.0 Annual Inspections

- A. Repeat routine inspections, plus - - -
- B. Inspect inlet filters and silencer for cleanliness and general condition
- C. Verify discharge check valve operates properly to prevent back flows
- D. Verify proper operation of blow-off, and butterfly valves
- E. Inspect control arm(s) of variable control vanes for slippage
- F. Calibrate inlet guide vane and variable diffuser vane operating span
- G. Check coupling alignment and outer blades of disc-pack for distortion and or fatigue cracks, follow instructions per Section H, Item 0070
- H. Verify discharge expansion joint alignment and allowable flange loading is not exceeded
- I. Test Limit switches

3.0 Drive Motor

- A. Keep motor clean and ventilation openings clear of dust, dirt, or other debris. Service and Lubricate as indicated in the O&M. Follow instructions found in the Components section of this manual (See Section H, Item 0020).

4.0 Auxiliary Oil Pump

- A. Keep motor clean and ventilation openings clear of dust, dirt, or other debris. Lubricate bearings every three (3) years. Follow instructions found in the Components section of this manual (See Section H, Item 0705).

5.0 Solenoid Valve and Butterfly Valve

- A. While unit is off-line, operate the valve once a month to insure proper opening and closing.

Note: Change of Lube Oil

- A. The lube oil should be changed after the first 500 hours of operation. Subsequent oil samples should be evaluated by an oil analysis service every three (3) months, with change of lube oil to take place according to the recommendation of the oil analysis service.

Section G.1 – Suggested Preventative Maintenance Schedule

Siemens Energy, Inc.

Suggested PM Schedule – GK, GA, GL Series Gearbox

Revision: 1

Date: 7/13

SIEMENS

Section G.1 – Suggested Preventative Maintenance Schedule by Authorized SIEMENS ENERGY, INC. Personnel

Siemens offers the following services independently or through our preventative maintenance program. These services are designed to provide long term performance and maximized power savings throughout the life of the blower. Aeration and process control service and tuning is also available.

1.0 Annual Inspections -

- A. Inspect general condition including oil leaks and cleanliness of compressor assembly unit
- B. Inspect and replace inlet filter(s) as required
- C. Check lube oil level
- D. Verify all 4-20 mA current loops are operating properly (indicated on your transmitter monitor page)
- E. Verify surge detection unit operates properly / Clean per Section H, Item 1370
- F. Inspect inlet filters and silencer for cleanliness and general condition
- G. Verify discharge check valve operates properly to prevent back flows
- H. Verify proper operation of blow-off, and butterfly valves
- I. Inspect control arm(s) of variable control vanes for slippage
- J. Calibrate inlet guide vane and variable diffuser vane operating span
- K. Inspect all mechanical and electrical connections are secure (up to discharge cone)
- L. Check coupling alignment and outer blades of disc-pack for distortion and or fatigue cracks, follow instructions per Section H, Item 0070
- M. Verify discharge expansion joint alignment and allowable flange loading is not exceeded
- N. Test Limit switches

2.0 Class I Inspection - (air-end)

- A. First recommended inspection is at approximately 18,000 hours of service (or sooner if site conditions dictate); thereafter, based on oil analysis, site and blower condition, and operation of mechanisms. Estimated service time: 4-6 days, per unit, assuming one (1) local helper and crane facilities. Class I Inspection includes the following:
 - 1. Repeat annual inspection, plus - - -
 - 2. Dismantle compressor air-end
 - 3. Remove gearbox access covers for visual observation of internal condition. (GL gearbox only)
 - 4. Inspect and clean variable vane system
 - 5. Check variable vane geometry
 - 6. Check axial movement on high and low-speed shafts
 - 7. Check unit alignment before re-start as required

3.0 Class II Inspection - (air-end and gearbox)

- A. Second recommended inspection is at approximately 36,000 – 50,000 hours of service (or sooner if site conditions dictate); thereafter, based on oil analysis, site and blower condition, and operation of mechanisms. Estimated service time: 6-8 days, per unit, assuming one (1) local helper and crane facilities. Class II Inspection includes the following:
 - 1. Repeat Class I Inspection, plus - - -
 - 2. Dismantle gearbox
 - 3. Inspect gearwheels, bearings & seals and check clearances, adjust clearances as required.
 - 4. Replace flexible seals (O-rings)
 - 5. Reassemble gearbox
 - 6. Visually inspect electric motor, oil pump, oil cooler, coupling, valves, etc.
 - 7. Provide recommendations for corrections of unusual findings and future services

To schedule a Siemens Energy, Inc. Field Service Technician, please contact the Siemens Service Department at Tel: 417-864-5599; Fax: 417-866-0235

Section G.1 – Suggested Preventative Maintenance Schedule

Siemens Energy, Inc.
Suggested PM Schedule – GK, GA, GL Series Gearbox
Revision: 1
Date: 7/13

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SIEMENS PRE-SERVICE CHECKLIST

This checklist is designed specifically to save you time and money! We have found that if you can check yes to these items, you will minimize unnecessary delays, unexpected waiting time, and additional labor and expenses.

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Sufficient lifting equipment is available. |
| <input type="checkbox"/> | <input type="checkbox"/> | Siemens special tool kit is complete and available onsite for disassembly/reassembly of the compressor(s). To inventory your tool kit, reference the Siemens O&M manual for a complete listing of these special tools with illustrations. |
| | | These tools are required for disassembly/reassembly of your Siemens compressors(s). If you do not have a Siemens special tool kit, please let us know. |
| <input type="checkbox"/> | <input type="checkbox"/> | At-least one local helper will be available to assist Siemens personnel with service work. |
| <input type="checkbox"/> | <input type="checkbox"/> | Inlet filter system and sound enclosure (if applicable) will be removed prior to arrival of Siemens personnel. (We would be happy to assist with removal of this, but this is one way for you to reduce the number of Siemens labor hours required.) |

We look forward to working with you in the near future!

If you have any questions, please contact us at toll-free: 800-299-1035.

Mandatory Asbestos Reporting

This form shall be completed and returned to Siemens for all sites where our employees may be performing activities.

29 CFR 1926.1101, Toxic and Hazardous Substances

OSHA requires that building and/or facility owners notify all employers of employees who will be performing work within or adjacent to areas containing ACM (Asbestos Containing Material) or PACM (Presumed Asbestos Containing Material) of the presence, location and quantity of ACM or PACM, at the work sites in their buildings and facilities.

Site Information:

Site Name: _____

Address: _____

City, State, Zip: _____

Asbestos Information:

Site contains ACM (Asbestos Containing Material) or PACM (Presumed Asbestos Containing Material) in or adjacent to work sites in buildings or facilities where Siemens employees may be performing work.

Yes No

If yes, then detailed information shall be attached in regard to:

1. The location and quantify of materials.
2. How the site achieves compliance with permissible exposure limits.
3. Any equipment, precautions, etc. needed for Siemens employees that may be performing functions in the work areas.

The information provided shall be reviewed and approved by Siemens prior to any work being done by a Siemens employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

Name: _____

Title: _____

Contact Information: _____

Mandatory Lifting Device Reporting

This form shall be completed and returned to Siemens for all sites where our employees may be performing activities.

Site Information:

Site Name: _____

Address: _____

City, State, Zip: _____

Lifting Information:

Site has proper, adequate and weight tested lifting in buildings or facilities where Siemens employees may be performing work. Devices are in accordance with local, state and federal regulations.

Yes No

If yes, then detailed information **shall be attached** in regard to:

1. The location and weight rating of the equipment. Lifting should be A) rated per the below chart, B) should be located centerline of the compressor, C) allow for removal of components straight out of the compressor and D) allow movement after removed from the compressor.

Unit size	Heaviest individual component	Unit on Site	Weight Rating of Site Lifting Equipment
KA2	881 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA5	1763 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA10	925 Pounds (US): GEARCASE	<input type="checkbox"/>	
KA22	1260 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA44	1970 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA66	2960 Pounds (US): INLET HOUSING & VOLUTE	<input type="checkbox"/>	
KA80	4856 Pounds (US): GEAR COMPLETE	<input type="checkbox"/>	
KA100	8030 Pounds (US): INLET HOUSING & INNER SPIRAL	<input type="checkbox"/>	

2. Any equipment, precautions, etc. needed for Siemens employees that may be performing functions in the work areas.
3. Any obstructions above the compressor centerline that prevent the use of proper lifting and service should be reported prior to issuance of a P.O.

The information provided shall be reviewed and approved by Siemens prior to any work being done by a Siemens employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

Name: _____ Title: _____

Signature: _____ Date: _____

Contact Information: _____

RESOLUTION NO. 14-110

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SIEMENS ENERGY, INC.

WHEREAS, the City requires technical services at the Public Services Department, Public Utilities Division, Wastewater Treatment Plant to provide a "Class I" Service on three Turblex Single-Stage Centrifugal Blowers; and,

WHEREAS, the contractor represents that it is ready, willing, and able to provide technical services as required by the Contract for Professional Services; and,

WHEREAS, the City desires to retain the contractor to complete the technical services; and,

WHEREAS, it would be in the best interest of the City to expedite changes to the Contract for Professional Services by allowing the City Manager to approve changes affecting time extensions of no more than Thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000), and other related services by the contractor that do not substantially alter the scope of the services to be provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Siemens Energy, Inc., Springfield, Missouri to provide a "Class I" Service on three Turblex Single-Stage Centrifugal Blowers for the amount of Thirty-Five Thousand Five Hundred Dollars (\$35,500).

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Contract for Professional Services in an amount not to exceed Thirty-Five Thousand Five Hundred Dollars (\$35,500) and Five Thousand Dollars (\$5,000) for a contingency account for a total price of Forty Thousand Five Hundred Dollars (\$40,500).

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to approve and sign-off on changes to the Contract for Professional Services affecting time extensions of no more than Thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000), and other related services by the contractor that do not substantially alter the scope of the services to be provided.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 6, 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., Sr. Engineering Tech

SUBJECT: Agreement with Concrete Conservation, Inc.
2014 Manhole Rehabilitation, Project No. 14-14



Recommendation:

That Council, by resolution, authorize an agreement with Concrete Conservation, Inc., for the 2014 Manhole Rehabilitation, Project No. 14-14, in the amount of \$73,408.50. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$6,591.50, for a total project amount of \$80,000.

Summary:

On Tuesday, April 8, 2014, two bids were received from contractors for the cleaning and lining of thirty-three manholes and one meter vault with chemical resistant liner throughout the City of Casper. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Concrete Conservation, Inc.	Jacksonville, Florida	\$ 73,408.50
DRC Construction Services	Englewood, Colorado	\$ 78,320.00

Work is scheduled to be completed by August 1, 2014. The estimate prepared by the City Engineering Division was \$69,000.

Funding for this project is included in the FY14 Manhole and Main Replacement budget.

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 Concrete Conservation, Inc., 4527 Sunbeam Road, Jacksonville, Florida 32257, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to rehabilitate and line manholes of various depth within the City of Casper; and,

WHEREAS, Concrete Conservation, Inc., 4527 Sunbeam Road, Jacksonville, Florida 32257, is able and willing to provide those services specified as the 2014 Manhole Rehabilitation, Project 14-14.

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 Manhole Rehabilitation, Project 14-14.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by July 25, 2014, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 1, 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 (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner 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 Seventy-Three Thousand Four Hundred Eight and 50/100 Dollars (\$73,408.50), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and Page-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon 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 Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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. ____ - ____.
- 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 two (2) Divisions (Divisions 02954 & 02955).
- 8.14 Contract Drawings with each sheet bearing the following general title:

2014 Manhole Rehabilitation
- 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 3.4 and 3.5 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 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:
(2014 Manhole Rehabilitation, Project 14-14)



CONTRACTOR:

Concrete Conservation, Inc.,
4527 Sunbeam Road
Jacksonville, Florida 32257

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V.H. McDonald
Title: City Clerk

Paul L. Meyer
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
2014 Manhole Rehabilitation
Project 14-14

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by July 25, 2014, and completed and ready for final payment not later than August 1, 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. N/A Dated _____
Addendum No. _____ Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

TOTAL BASE BID, IN NUMERALS: \$ 77,408.50

TOTAL BASE BID, IN WORDS: SEVENTY THREE THOUSAND FOUR HUNDRED EIGHT AND FIFTY CENTS DOLLARS.

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

Address of Bidder:

CONCRETE CONSERVATION, INC.
P.O. BOX 24754
JACKSONVILLE, FL 32241

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 31, 2014, 2014.

Bidder is bidding as a NON-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: CONCRETE CONSERVATION, INC (seal)
(Corporation's or Limited Liability Company's Name)

FLORIDA
(State of Incorporation or Organization)

By: President, SEC (seal)

(Title)

(Seal)

Attest: SIMON RHYNE, V.P.

Business Address: CONCRETE CONSERVATION, INC.
P.O. Box 24754
JACKSONVILLE, FL 32241

Phone Number: 904-419-4569

A JOINT VENTURE

By: _____ (Name) (seal)

(Address)

By: _____ (Name) (seal)

(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
April 8, 2014
2014 Manhole Rehabilitation
Project 14-14

Casper, Wyoming

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.

VF=vertical foot, LS=lump sum

Bid Schedule

Bid Item	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	(48" Manhole) Rehabilitate/Line Sanitary Sewer Manhole	VF	300	\$ 221.80	\$ 66,549.00
2	Meter Vault	LS	1	\$ 6,859.50	\$ 6,859.50

• **BID IN WORDS:**

SEVENTY THREE THOUSAND FOUR HUNDRED EIGHT AND FIFTY CENTS

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

RESOLUTION NO. 14-112

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
CONCRETE CONSERVATION, INC., FOR THE 2014 MANHOLE
REHABILITATION, PROJECT NO. 14-14

WHEREAS, the City of Casper desires to clean and line thirty-three (33) manholes and one (1) meter vault with chemical resistant liner throughout the City of Casper; and,

WHEREAS, Concrete Conservation, Inc., is able and willing to provide those services specified as the 2014 Manhole Rehabilitation, Project No. 14-14; 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 30 days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Concrete Conservation, Inc., for those services, in the amount of Seventy-Three Thousand Four Hundred Eight and 50/100 Dollars (\$73,408.50).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Seventy-Three Thousand Four Hundred Eight and 50/100 Dollars (\$73,408.50) and Six Thousand Five Hundred Ninety-One and 50/100 Dollars (\$6,591.50) for a construction contingency account, for a total price of Eighty Thousand and 00/100 Dollars (\$80,000.00).

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

May 6, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
David W. Hill, P.E., Public Utilities Manager

SUBJECT: Outside-City Water Service Contract with Lloyd B. Putman, dba L.L. Enterprises,
7340 Grey Cloud Road, Casper, Wyoming 

Recommendation:

That Council, by resolution, authorize an outside-City water service contract with Lloyd B. Putman, dba L.L. Enterprises, 7340 Grey Cloud Rd, Casper, Wyoming, 82604.

Summary:

Lloyd B. Putman, dba L.L. Enterprises, is located in B & L Industrial Acres Subdivision, northwest of the City. The property is located adjacent to the Central Wyoming Regional Water System's airport transmission line. This Regional Water System transmission line is available for individual water service taps in accordance with the "Central Wyoming Regional Water System Joint Powers Board Growth Policy Recommendations" last amended December 12, 2002.

Water service for this property is currently provided by a private water system connected to the Regional Water System airport transmission line. The owner wishes to disconnect from the private water system and receive water directly from the City.

This property is not contiguous to the Casper City limits, and a Commitment to Annex has been signed, as it is within Casper's growth boundary.

The contract requires the owner to participate to future water, sewer, street and other system improvements in the area at the request of the City.

The Public Utilities Advisory Board conceptually approved the contract and has recommended Council approval.

A Resolution is prepared for Council's consideration.

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 20____ by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Lloyd B. Putman, 7340 Grey Cloud Rd., Casper, Wyoming 82604 hereinafter referred to as "Owner."

WITNESSETH:

WHEREAS, Owner is the owner of certain land as described in Exhibit "A" being Lot 3 of the B & L Industrial Acres Subdivision, a portion of the NE1/4 NE1/4 of Section 28, Township 34 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,

WHEREAS, the Owner is currently receiving water service through a private water system also serving other customers in the area; and

WHEREAS, Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,

WHEREAS, Owner can connect by a service line into the Central Wyoming Regional Water System Airport Water Transmission Line which crosses the Owner's property; and,

WHEREAS, Owner and City have agreed to such outside-city water service under the terms and conditions as hereinafter stated.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. The property served shall be limited to that described in Exhibit "A". No other properties shall be served without the express permission of the City Council of the City of Casper.
2. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure beyond the control of the City, water service may not be available. The City of Casper, Wyoming, does not waive any immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 et. seq., as amended.
3. The Owner shall install one ¾-inch or 1-inch water service line from the Central Wyoming Regional Water System Airport Water Transmission Line at the Owner's sole cost and expense. The water service line curb box shall be installed approximately ten (10) feet from the transmission line.
4. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Gray Cloud Road at the request of the City Council of

Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.

Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.

The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction in Grey Cloud Road shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

5. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the Casper City Council. The commitment to annex form shall be executed concurrently with this agreement, shall provide that said commitment shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, shall be included in every sale, conveyance or mortgage involving the above-described property, and shall further run with and bind the real property described and set forth in Exhibit "A". This Agreement shall terminate, and be null and void between the parties and the City shall have the right to terminate all services provided for pursuant to this Agreement in the event the Owner fails to annex its property to the City within one (1) year after being requested to annex said property by the City Council or after the City Council's approval of a property owner's petition for the annexation thereof.
6. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
7. The curb box shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

8. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.

The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et. seq., as amended.

9. The meter pit and water meter, as required by the City's staff, shall be obtained and installed by and at the sole expense of the Owner according to the rules and regulations of the City. The meter pit shall remain the property of the Owner.
10. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
11. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service.
12. Owner agrees that Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi and that Owner shall encourage all residents to adhere to the following water saving device recommendations; toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
13. Owner shall be allotted one (1) water service connection and meter to the property shown on Exhibit "A". No other properties may be served.
14. The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements.

Should the construction not be completed within this time period, this Agreement shall become null and void.

15. 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.
16. This Agreement, and all terms and covenants contained herein shall be binding upon the Owner and Owner's heirs, successors in interest, and assigns, shall run with and bind the real property described and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records against said real property.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:



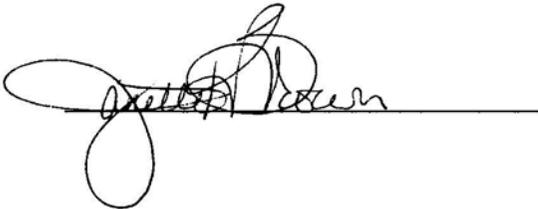
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

ATTEST:



OWNER:



Lloyd B. Putman
7340 Gray Cloud Road
Casper, WY 82604

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

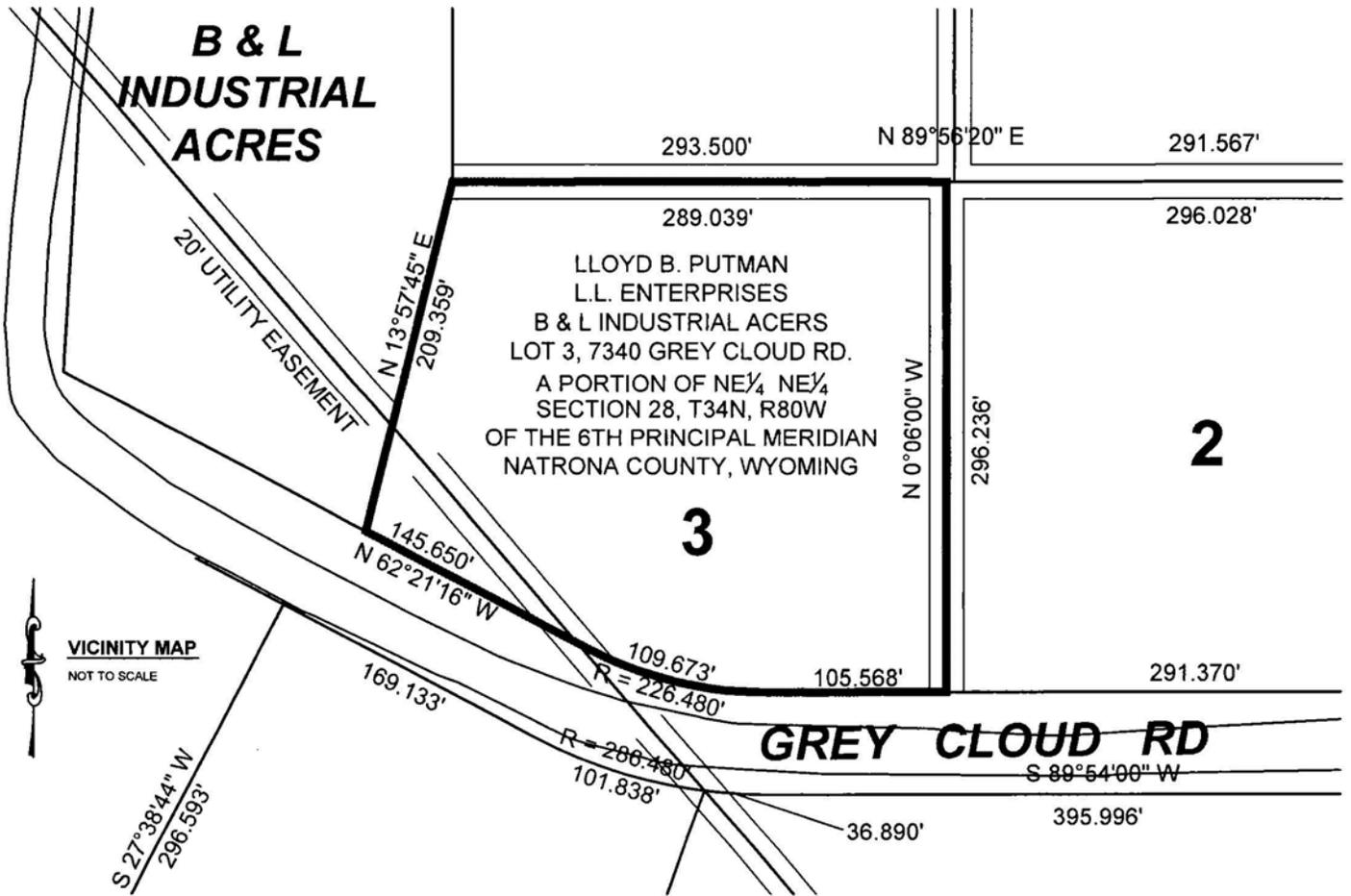
This instrument was acknowledged before me by Paul L. Meyer as Mayor of City of Casper, Wyoming this _____ day of _____, 2014.

(Seal)

NOTARY PUBLIC

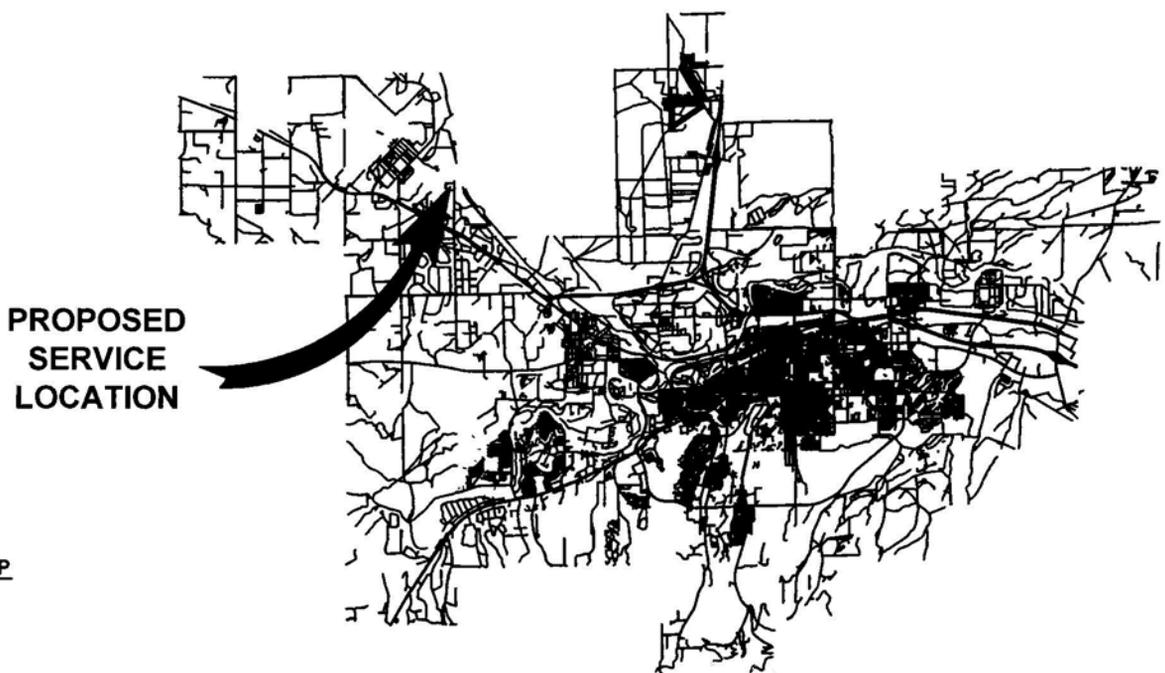
My commission expires: _____

EXHIBIT "A" LOCATION MAP



VICINITY MAP
NOT TO SCALE

VICINITY MAP



VICINITY MAP
NOT TO SCALE

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

We, Lloyd B. Putman, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

Lot 3, B & L Subdivision; 7340 Grey Cloud Road

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

4-11-14
Date

Lloyd B. Putman
Lloyd B. Putman
OWNER

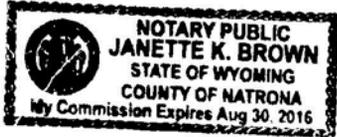
Date

NA
MORTGAGEE

By: _____
Name: _____
Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 11th day of April, 2014, by Lloyd B. Putman, as OWNER.



SEAL

[Signature]
Notary Public

My commission expires: August 30, 2016

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2014, by _____, as _____ of _____, MORTGAGEE.

SEAL

Notary Public

My commission expires: _____

RESOLUTION NO. 14-113

A RESOLUTION AUTHORIZING AN OUTSIDE-CITY
WATER SERVICE CONTRACT WITH LLOYD B. PUTMAN.

WHEREAS, Lloyd B. Putman has requested outside-City water service from the City of Casper; and,

WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such a contract is deemed to be in the best interest of the City of Casper.

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 Outside-City Water Service Contract with Lloyd B. Putman, 7340 Grey Cloud Rd. Casper, Wyoming 82604.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 6, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Cooperative Agreement with the Wyoming Department of Transportation
Wyoming Boulevard and East 12th Street Water Main Replacement, Project No.
13-43 

Recommendation:

That Council, by resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for construction activities for the Wyoming Boulevard and East 12th Street Water Main Replacement Project, No. 13-43, in the amount of \$123,382.

Summary:

WYDOT is preparing to reconstruct the Wyoming Boulevard and East 12th Street intersection. The City of Casper has 12" and 16" cast iron and ductile iron water mains in the intersection that will be replaced as part of this project. The cost to replace these mains, including WYDOT's overhead and construction administration fees, is estimated to be \$123,382.

Under the terms of this agreement, WYDOT will acquire all necessary construction permits and easements necessary to complete the work and provide engineering services during construction. The cooperative agreement spells out the project limits, responsibilities of WYDOT and the City, and the funding arrangements.

Funding for the project will come from Water Fund Reserves.

A resolution is prepared for Council's consideration.

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER**

State Project ARSCT 16.9 W258A02
Casper Streets
Wyoming Blvd. – 12th Street Intersection
Natrona County

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper, hereinafter referred to as the "City" whose address is 200 North David Street, Casper, Wyoming 82601.
2. **Purpose.** The City and WYDOT desire to participate in the construction of replacing existing water mains that run through the intersection of Wyoming Blvd. and 12th Street in the City of Casper. WYDOT has heretofore designated the location and the City has approved the location for the construction of water mains as shown on the attached map, dated March 18, 2014, marked Exhibit "A", and which by this reference is hereby made a part of this Agreement; and WYDOT, the City, and the traveling public shall derive a benefit and advantage by reason of having the water mains constructed.
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail.
4. **Responsibilities of the Parties and General Conditions of Preliminary Engineering, Right-of-way Acquisition, Utility Adjustments, Letting, Construction Engineering, Construction and Maintenance.**
 - a. The City, or an engineering consultant selected by the City, shall conduct preliminary survey work, engineering investigations, environmental and right-of-way studies and will develop final design plans and estimates necessary to construct the water mains for this project.
 - b. WYDOT, or an engineering consultant selected by WYDOT, will acquire all necessary construction permits and permanent easements necessary to construct the water mains shown on Exhibit "A". The City shall keep easements across private property in force for perpetuity.

- c. The City shall designate a qualified project representative, at no cost to WYDOT, capable of making timely decisions concerning the construction of the water mains for this project.
- d. WYDOT agrees to make all arrangements for the adjustment and/or relocation of utilities in conflict with this project. Arrangements will be made by separate agreement(s) with the affected utility owner(s) not covered by this Agreement. Utility relocation costs will be pro-rated according to the most recent State, County or Municipal policies and regulations.
- e. The City shall be given the opportunity to approve the estimates prior to the advertisement of bids by WYDOT. Likewise, the City shall be asked to concur in the award of this project to the lowest qualified bidder. As a result of signing the letter of concurrence, the City agrees to the amended costs shown on Exhibit "B" to match the actual amount bid, as well as make proportionate changes in the match and overmatch amounts. Said concurrence letter shall become part of this Agreement.
- f. Upon completion and acceptance of this project, the City shall maintain, at its sole expense, all features constructed under this Agreement. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.
- g. Upon completion and acceptance of the project by WYDOT and the City, the City shall return, within 30 days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the City. The City shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the City. In the event petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.

5. Participation of Project Costs

- a. The City agrees to pay the entire actual cost of this project including all indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA), within 30 days after billing for the water main construction, which estimated costs are more particularly set forth on Exhibit "B", attached hereto. The ICAP rate is developed by WYDOT and approved by the FHWA on an annual basis with the new rate taking effect every October 1. The current rate is 8.23 percent. The ICAP rate will be charged on total direct costs on this project. Billing will occur on a monthly basis unless otherwise agreed upon between the parties.

- b. The costs shown on the Exhibit “B” are estimates only and the City understands that the final costs may be higher or lower. If the actual costs go over by 20 percent of the total estimated costs, both parties must agree and sign an amendment for the additional costs.

6. General Provisions

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. **Americans with Disabilities Act.** The City shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
- c. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.
- d. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- e. **Audit/Access to Records.** The City may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The City shall permit independent auditors, Federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The City shall keep audit reports and audit documents on file for three years after the project is complete.
- f. **Compliance with Law.** The City shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- g. **Entirety of Agreement.** This Agreement, consisting of five pages, and Exhibit “A” and Exhibit “B” consisting of one page each, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- h. Indemnification.** Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- i. Kickbacks.** The City certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the City breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- j. Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* and the Age Discrimination Act of 1975. The City shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement.
- k. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either delivered by hand or certified mail.
- l. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- m. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- n. Sovereign Immunity.** The State of Wyoming, WYDOT and the City do not waive their sovereign or governmental immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other State law. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- o. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

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

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

ATTEST:

CITY OF CASPER, WYOMING:

Name

By: _____

Paul Meyer, Mayor

Title

Date

(SEAL)

ATTEST:

WYOMING DEPARTMENT OF TRANSPORTATION:

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

By: _____

Del McOmie, P.E., Chief Engineer

Date

(SEAL)

Approved as to form:

By: _____

Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

Date Agreement prepared: 3-18-14

CASPER STREETS
WYOMING BLVD. - 12TH STREET INTERSECTION
NATRONA COUNTY

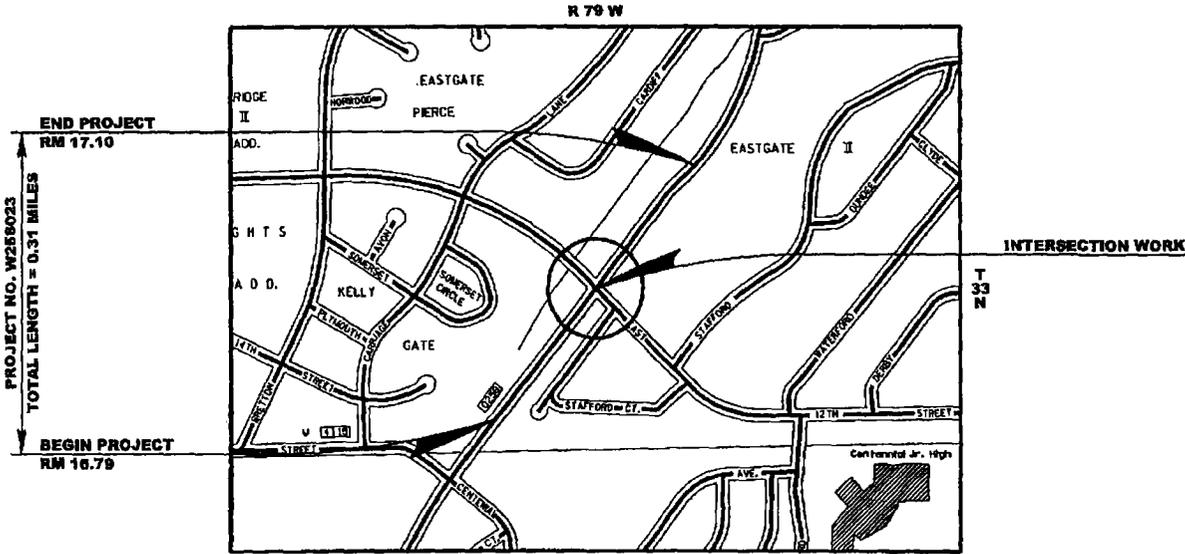


EXHIBIT "B"

State Project ARSCT 16.9 W258A02
Casper Streets
Wyoming Blvd. – 12th Street Intersection
Natrona County

March 18, 2014

Costs were prepared by WYDOT using information provided by the City.

<u>Item</u>		<u>Cost</u>	
Estimated Construction Costs	=	\$100,000.00	
Preliminary Engineering	=	4,000.00	
Construction Engineering	=	<u>10,000.00</u>	
Total Direct Costs	=	114,000.00	[1]
Indirect Cost Allocation Plan (ICAP) (114,000.00) (0.0823)	=	<u>9,382.00</u>	[2]
Total ARSCT Project Costs = [1] + [2]	=	<u>\$123,382.00</u>	

NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

APPROVAL AS TO FORM

I have reviewed the attached *Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: April 8, 2014



William R. Chambers
Deputy City Attorney

RESOLUTION NO. 14-114

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION SERVICES RELATED TO THE WYOMING BOULEVARD AND EAST 12TH STREET WATER MAIN REPLACEMENT PROJECT.

WHEREAS, the City of Casper desires to enter into a Cooperative Agreement with the Wyoming Department of Transportation for construction services associated with the Wyoming Boulevard and East 12th Street Water Main Replacement Project No. 13-43, State Project ARSCT-W258A02; and,

WHEREAS, the Wyoming Department of Transportation is able and willing to provide those 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 Cooperative Agreement with the Wyoming Department of Transportation, for providing construction services related to the Wyoming Boulevard and East 12th Street Water Main Replacement Project, in the amount of One Hundred Twenty-Three Thousand Three Hundred Eighty-Two Dollars (\$123,382.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed One Hundred Twenty-Three Thousand Three Hundred Eighty-Two Dollars (\$123,382.00).

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

May 6, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Wayne Coleman Construction, Inc.
City of Casper – Pratt Water Storage Tank Improvements, 13-06

Recommendation:

That Council, by resolution, authorize an agreement with Wayne Coleman Construction, Inc., for the City of Casper – Pratt Water Storage Tank Improvements, Project No. 13-06, in the amount of \$167,307, and a contingency amount of \$15,000, for a total contract amount of \$182,307.

Summary:

On April 17, 2014, the City of Casper received three (3) bids for the City of Casper – Pratt Water Storage Tank Improvements Project. The bids received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Wayne Coleman Construction	Mills, Wyoming	\$167,307
Grizzly Excavation	Casper, Wyoming	\$174,174
71 Construction	Casper, Wyoming	\$187,729

The engineer's estimate prepared by Civil Engineering Professionals, Inc., was \$170,000, with the low bid received at \$167,307. Adding a construction contingency amount of \$15,000 will bring the total contract amount to \$182,307.

The City of Casper – Pratt Water Storage Tank Improvements Project includes the installation of a drain and overflow water main and the installation and update of accessories to the tanks, including handrails and venting.

Funding for this project will come from the Water Fund.

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 Wayne Coleman Construction, Inc., PO Box 2440, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a drain and overflow water main for the Pratt Water Storage Tanks and install and update accessories to the Pratt Water Storage Tanks; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as the **City of Casper – Pratt Water Storage Tank Improvements Project**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the **City of Casper – Pratt Water Storage Tank Improvements Project**.

ARTICLE 2. ENGINEER.

The Project has been designed by Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming 82609, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work associated with the street, curb and gutter.
- 3.2 The Work will be substantially completed by **July 1, 2014**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **July 15, 2014**.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that

expires after the time specified in Paragraph 3.1 for substantial completion and for each day that expires after the phasing completion deadlines specified in SECTION 01040 COORDINATION. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.2 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Sixty-Seven Thousand Three Hundred Seven and 00/100 Dollars (\$167,307.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and 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 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 Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. NA.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of six (6) sections.
- 8.10 Special Provisions (Section 01810, and SS-1, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Contract Drawings, consisting of seven (7) sheets, with each sheet bearing the following general title: City of Casper – Pratt Water Storage Tank Improvements Project.
- 8.14 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.15 Notice of Substantial Completion.

ARTICLE 9. 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.

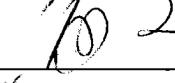
Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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:

(City of Casper – Pratt Water Storage Tank Improvements Project)



CONTRACTOR:

Wayne Coleman Construction, Inc.
PO Box 2440
Mills, Wyoming 82644

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V.H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

EXHIBIT A
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Casper
Pratt Water Storage Tank
Improvements Project
Project No. 13-06

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **July 1, 2014**, and completed and ready for final payment not later than **July 15, 2014**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

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

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 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: \$ 167,307.00

TOTAL BASE BID, IN WORDS: One hundred sixty seven thousand three hundred seven 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: Post Office Box 2440
Mills, Wyoming 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 April 17, 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)

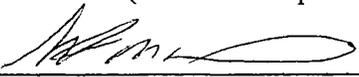
Business Address: _____

Phone Number: _____

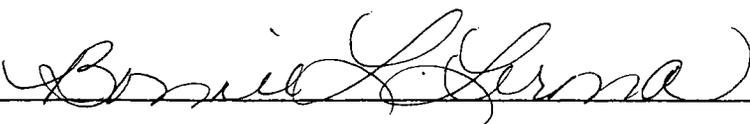
A CORPORATION OR LIMITED LIABILITY COMPANY

By: Wayne Coleman Construction (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By:  (seal)
Seth M. Coleman, President
(Title)

(Seal)

Attest: 

Business Address: Post Office Box 2440
Mills, Wyoming 82644

Phone Number: 307-265-3158

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
CITY OF CASPER
PRATT WATER STORAGE TANK IMPROVEMENTS PROJECT**

Bid Date: April 17, 2014

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this 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. The following is a list of abbreviations for this Bid Schedule.

LS = Lump Sum EA = Each LF = Linear Feet AC = Acre
SY = Square Yard SF = Square Foot CY = Cubic Yard Ton=Ton

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$15,662.00	\$15,662.00
2	Connect to Existing Main	EA	1	\$14,000.00	\$14,000.00
3	Connect to Existing 12-inch Overflow	EA	1	\$6,500.00	\$6,500.00
4	12-inch PVC Water Main	LF	280	\$54.00	\$15,120.00
5	12-inch Gate Valve	EA	1	\$5,000.00	\$5,000.00
6	12-inch Fittings	EA	7	\$975.00	\$6,825.00
7	20-inch DR 18 PVC	LF	175	\$118.00	\$20,650.00
8	20-inch Fitting	EA	2	\$5,200.00	\$10,400.00
9	24-inch Butterfly Valve	EA	1	\$8,500.00	\$8,500.00
10	Drain/Overflow Structure	EA	1	\$17,000.00	\$17,000.00
11	Discharge Structure	EA	1	\$15,500.00	\$15,500.00
12	Concrete Sidewalk	SY	10	\$55.00	\$550.00
13	Curb and Gutter	LF	20	\$45.00	\$900.00
14	24-inch Tank Vent	EA	1	\$6,500.00	\$6,500.00
15	30-inch Tank Vent	EA	1	\$6,500.00	\$6,500.00
16	Tank Roof Handrail	LS	1	\$14,000.00	\$14,000.00
17	Chain Link Fence	LF	40	\$30.00	\$1,200.00
18	Landscaping and Seeding	LS	1	\$2,500.00	\$2,500.00
TOTAL BASE BID					\$167,307.00

RESOLUTION NO. 14-115

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE CITY OF CASPER – PRATT WATER STORAGE TANK IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to contract for updates to the Pratt Water Storage Tanks; and,

WHEREAS, Wayne Coleman Construction, Inc., of Mills, Wyoming, is ready, willing and able to provide those services specified as the City of Casper – Pratt Water Storage Tank Improvements; 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 Fifteen Thousand Dollars (\$15,000), 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 Wayne Coleman Construction, Inc., Mills, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Sixty-Seven Thousand Three Hundred Seven Dollars (\$167,307), and Fifteen Thousand Dollars (\$15,000) for a contingency account, for a total price of One Hundred Eighty-Two Thousand Three Hundred Seven Dollars (\$182,307).

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 Fifteen Thousand Dollars (\$15,000), 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:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 06, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Pete Meyers, Assistant Public Services Director
Dan Coryell, Parks Manager

SUBJECT: Contract for Professional Services
Grounds Maintenance at Selected City Facilities

Recommendation:

That Council, by resolution, enter into a contract for professional services with Complete Tree Service, in the amount of \$12,990, for grounds maintenance services at various City facilities.

Summary:

The City of Casper Parks Division traditionally mows all City-owned properties, including parks, athletic fields, and right-of-ways. Though the Parks Division is well equipped to mow large open areas, it was decided that it would be more efficient to contract out the mowing of small lawns around buildings and certain areas that are remote from other City parks.

A request for proposals was issued to local lawn care companies for the mowing of seven (7) designated areas. These areas are:

- Fire Stations #1, 2, 3, 5, and 6
- Casper Events Center
- Equestrian Facility

The following proposals were received:

<u>Contractor</u>	<u>Annual Cost (5 Months)</u>	
Complete Tree Service	\$12,990	
The Other Guys	\$38,120	Did not bid on Equestrian Facility
Stoner Lawn Service	\$34,172	
AAA Landscaping	\$ 6,800	Did not bid on CEC or Equestrian Facility

Funding for these services will be from the Parks Division Other Contractual line item.

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. Complete Tree Service, 1818 East Yellowstone, Casper, Wyoming, 82604 ("Contractor").

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

RECITALS

- A. The City is undertaking hiring a landscape contractor to provide grounds Maintenance services.
- B. The project requires professional services for the grounds maintenance of Fire Station 1, 2, 3, 5, 6, Casper Events Center and the Equestrian Club.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services of grounds maintenance to the 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. The Contractor will provide landscaping and grounds maintenance services for the following locations:

Fire Station 1	200 West 1 st Street
Fire Station 2	4100 South Coffman
Fire Station 3	2140 East 12 th Street
Fire Station 5	4000 East 15 th Street
Fire Station 6	270 Valley Drive

Casper Events Center
Equestrian Club

1 Events Drive
Events Drive and Poplar Street

- B. Work to include, but not limited to, provide all labor materials, supplies, equipment and supervision necessary to provide the following:

Litter Control

Remove and dispose of any and all trash, litter, and debris from areas before each mowing operation.

For hazardous waste items requiring special disposal, the Contractor must notify the City for assistance in removal.

Mowing

Mowing cycle shall be weekly, as designated during season of active growth, generally between April and November. Exact start and finish dates will be at the City's discretion.

Mowing shall be accomplished in such a manner as to not damage turf, trees, shrubs, signs or other appurtenances. Do not scalp turf or refuel on grass work area.

Turf shall be mowed to a height of two (2) to three (3) inches.

Contractor shall ensure mowers have sharp blades in order to provide a high quality of cut.

Clippings shall be removed from any roadway, doorway or walkway after each mowing.

Excessive clippings shall be removed from grass areas by the Contractor.

Contractor shall ensure that clippings are spread and not blown onto any mulched areas and left to remain.

Edging

Edge all curbs, edges, sidewalks and any concrete barriers.

Remove all debris, dirt and trimmings from lawn areas, concrete and roadways after each operation.

Edge with disc or blade edger to provide a definitive edge. Use string trimmers for edging only on those areas with an asphalt/irregular edge.

Where edging is along a roadway, the workers shall be fully briefed and aware of all required safety regulations in order to avoid injury or damage to persons or property.

All expansion joints, edges, and cracks of hard or paved surfaces shall have all weeds removed. Herbicides and/or growth retardant use shall be permitted with prior approval by the City.

During each edging cycle, the Contractor shall be responsible for cleaning all grass and debris from all paved or hard surfaces located in the work areas.

Safety

Contractor will ensure all equipment is in proper working order and operation of such equipment does not pose a hazard to the operators, by-standards or adjacent property.

Any damage caused by Contractor shall be reported to the City, and repairs promptly made upon City direction. All repairs are to be made by the Contractor at no expense to the City.

Schedule

Casper Events Center – to be completed Friday each week.

Fire Station 1 – to be completed Friday or Monday each week.

Fire Station 2 – to be completed Wednesday each week.

Fire Station 3 – to be completed Wednesday each week.

Fire Station 5 – to be completed Monday each week.

Fire Station 6 – to be completed Tuesday each week.

Equestrian Club – as requested and July 4th Prep

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of September, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twelve Thousand Nine Hundred Ninety Dollars (\$12,990). Payments will be made per the following fee schedule:

<u>Contrator</u>	<u>Unit Cost and Schedule</u>	
<u>FS 1</u>	\$ 70.00	Monthly
<u>FS 2</u>	\$ 280.00	Monthly
<u>FS 3</u>	\$ 200.00	Monthly
<u>FS 5</u>	\$ 150.00	Monthly
<u>FS 6</u>	\$ 90.00	Monthly
<u>CEC</u>	\$ 1,600.00	Monthly
<u>Equestrian</u>	\$ 180.00	As Requested
<u>July 4th Prep - Equestrian</u>	\$ 680.00	Annually

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.

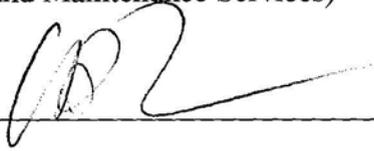
6. EXTENT OF CONTRACT:

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:
(Ground Maintenance Services)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

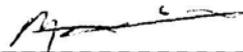
V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS:

CONTRACTOR
Complete Tree Service
1818 East Yellowstone
Casper WY 82601

By: _____

By: 

Printed Name: _____

Printed Name: MATT WALTERS

Title: _____

Title: Owner

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.

RESOLUTION NO. 14-119

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH COMPLETE TREE SERVICE FOR GROUNDS MAINTENANCE AT CERTAIN CITY PROPERTIES.

WHEREAS, the City of Casper desires to secure professional grounds-keeping services for certain City facilities; and,

WHEREAS, Complete Tree Service 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 with Complete Tree Service for those services more specifically delineated in the contract for professional services.

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 contract, for a total amount not to exceed Twelve Thousand Nine Hundred Ninety Dollars (\$12,990.00).

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

April 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Andrew Nelson, MPO Supervisor

SUBJECT: Casper Area Metropolitan Planning Organization's Annual Traffic Counts

Recommendation:

That Council, by resolution, authorize a contract with Dowl HKM, in the amount of \$25,000, for conducting the Annual Metropolitan Planning Organization Traffic Counts.

Summary:

The Metropolitan Planning Organization (MPO) is comprised of local government entities in the Casper metro area including the City of Casper, Natrona County, the Towns of Evansville, Mills and Bar Nunn, and the Wyoming Department of Transportation (WYDOT). All members of the MPO have assigned staff representatives to the Technical Committee, and elected officials to the Policy Committee. The MPO is funded by the Federal Highway Administration (FHWA) through WYDOT, and requires a local match to the Federal funding. MPO funding is intended to be used primarily for planning purposes and not for capital construction.

The MPO contracts with the City of Casper to provide staff support and financial management. The Fiscal Year 2014 budget for MPO is \$712,620, which has been allocated to administrative costs and planning studies. Over 90% of the budget for MPO is reimbursed by the Federal government from the FHWA. The other portion is billed to each participating entity, based upon population. The transportation planning studies that are conducted by the MPO address all modes of transportation – transit (bus service), pedestrian, bicycles, automobile, freight, rail and air. Other studies that may be conducted are selected by the MPO Policy Committee each year from requests submitted by member jurisdictions.

Traffic counts are required by the FHWA and must be taken on at least 1/3 of the street system within the MPO boundary each year. The exception to this requirement is during census years when the complete street system must be included in traffic counts. In non-census years, the locations for the traffic counts are determined by recommendations from the MPO Technical Committee, local WYDOT engineers and the MPO Policy Committee. The results from the traffic counts will record numbers of vehicles, speed and direction of traffic flow. This data is then entered into the Regional GIS Database to be used to develop recommendations for traffic control, street design and construction. The traffic count information is combined with accident data and other traffic databases to help provide an accurate basis for development of the proposed capital improvement plans for all of the MPO jurisdictions.

The MPO concept is built on the idea that the transportation system that serves the Casper Metro Area is interdependent and constantly changing, based on development of new residential, commercial and industrial properties, and changes in traffic patterns.

Dowl HKM presented the lowest responsive and responsible proposal for the FY14 traffic counts. The contract in the amount of \$25,000, which is presented for Council approval, has been recommended for approval by the MPO Technical and Policy Committees.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2014, by and between the City of Casper, Wyoming, 82601, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "Agent," and Dowl HKM, 1575 N. 4th Street, Laramie, WY 82072, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, Agent has been appointed by the Policy Committee of the Casper Area Transportation Planning Process (CATPP) by its participating jurisdiction members to act as its contracting agent in order to carry out its functions and fiscal management; the CATPP being referred to herein as the "Owner"; and,

WHEREAS, the voting members of the Policy Committee of the CATPP have approved, in writing, the execution and implementation of this Contract by the Agent; and,

WHEREAS, pursuant to this Contract, Agent is undertaking professional services for Traffic Counts, hereinafter referred to as the "Study"; and,

WHEREAS, Agent desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Study; and,

WHEREAS, Consultant represents that it is prepared to provide such services in accordance with the conditions hereinafter provided and all of the duties and obligations imposed by this Agreement.

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

I. SCOPE OF SERVICES.

The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the Agent thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this study as required by the Agent to be presented with each request for payment.

Subject to the sub-consultant limitations of Part II, paragraph 10 of this agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Agent, the services as set forth

in Exhibit "A" (Scope of Services). Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the Agent and the Consultant upon receiving the approval of the CATPP Policy Committee.

II. TIME OF PERFORMANCE:

The Consultant agrees to begin work on the Study following receipt of a written notice to proceed from the Agent.

The Study shall be undertaken while local grade school is in session and completed on or before May 23, 2014.

In the event that additional work or force majeure prevent completion of the services to be performed under this Agreement in the times specified, the Agent, with the written approval of the Owner, may grant a time extension for any or all parts of the work, provided that written application is made by the Consultant to the Agent within ten (10) days after any such additional work or force majeure is identified.

III. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this contract, not to exceed a fee of Twenty-Five Thousand Dollars (\$25,000). See Exhibit A.

IV. METHOD OF PAYMENT:

Payment will be paid within 30 days following receipt of an itemized invoice of services rendered in conformance with this Agreement, from the Consultant. Consultant shall submit with the invoice a voucher for payment from the Consultant specifying that he has performed the services rendered under this Agreement, in conformance with the Agreement, and that he is entitled to receive the amount requested under the terms of the Agreement. Payments will be made following approval by the City Council.

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.

V. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: CATPP Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of Agent

Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

This Contract represents the entire and integrated Contract between the Agent and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by the Agent and Consultant with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Agent and the Consultant have executed this Contract as of the date first above written.

APPROVED AS TO FORM:

Walker Fremont II

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation, as Agent:

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

WITNESS:

By: Kellia Kinert
Printed name: Kellia Kinert
Title: ADMIN ASSISTANT

Dowl HKM, as Consultant:

By: Jeffrey Rosenwald
Printed name: JEFFREY ROSENWALD
Title: TRANSPORTATION MANAGER

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Agent with the written consent of the Owner may terminate this Contract anytime by providing thirty (30) days written notice to the 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 Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

2. CHANGES:

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

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 Owner: provided, however, that claims for money due or to become due the Consultant from the Agent 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 Agent.

4. AUDIT:

The Agent 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 specific contracted Study 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 to be provided 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. OWNERSHIP OF STUDY MATERIALS:

It is agreed that 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 Owner, and upon completion of the services to be performed, they will be turned over to the Agent provided that, in any case, the Consultant may, at no additional expense to the Agent, 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 Agent. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Agent and Owner, nor shall Consultant be liable for their use by Agent or Owner without Consultant's consent in projects other than the Project.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Agent and Owner.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and 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 Federal, State, or local 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 of Casper. All of the services required hereunder 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 State or Federal laws.

10. SUBCONSULTANT:
The Consultant shall not employ any Subconsultant to perform any services in the scope of this study, unless said Subconsultant is approved in writing by the Agent. Said Subconsultant shall be paid by the Consultant.

11. TECHNICAL:
The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data. The Consultant will consult the City's Point-of-Contact to obtain current street centerline information to which traffic counts will be tied. The traffic count data will be submitted in **ArcGIS format, either a shape file or geodatabase**. The count data will include the City GIS street centerline unique ID number and intersection ID number and the GIS table structure for the required count data. The required count data structure and street centerline data will be provided to the consultant.

12. INSURANCE:
Prior to commencement of work, Consultant shall procure and at all times thereafter maintain with insurer acceptable to the Agent the following minimum insurance protecting the Consultant and Agent against liability from damages because of injuries, including death, suffered by persons, including employees of the Agent, 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 Premises/Operations
C.	Professional Liability/Errors and Omissions coverage:	\$500,000

1. All policies must contain a minimum 30-day written notice of cancellation to the Agent.
2. All policies, except Professional Liability and Worker's Compensation, referenced herein shall name the Agent, the Owner and its Agents employees, elected officials, appointed officials, volunteers, and executive officers as additional insured.
3. All insurance shall be maintained continuously during the life of the Contract, but the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
4. All insurance provided by Consultant shall be primary insurance without any right of contribution from any other resource or insurance of the Agent or Owner. All insurance coverage provided by the Consultant shall be underwritten by insurers acceptable to the Agent, licensed in Wyoming, and having a minimum A.M. Best Company rating of "B++" VI. Consultant shall have its insurance agent issue a certificate of insurance including necessary endorsement(s) evidencing such insurance as described above immediately after execution of this agreement and prior to commencement of work under this agreement. The Agent or Owner's failure to request or review such policies, endorsements, and certificates shall not affect the Consultant's rights or the Consultant's obligation hereunder.

All insurance certificates shall provide the thirty (30) days advance written notice to Agent of cancellation, material change, reduction of coverage, or non-renewal. In addition, Consultant shall provide Agent with copies of insurance policies and/or policy endorsements listing the Agent and the Owner as an additional insured.

Consultant agrees to forever indemnify the Agent, the Owner employees, elected officials, appointed officials, volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant.

13. 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 to be provided for the compensation set forth in this agreement. 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 Agent and Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Contract price is adequate compensation for all the services to be rendered under the terms of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

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

15. 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.

16. ASSUMPTION OF RISK:

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. Agent shall notify the Consultant of any state or federal determination of noncompliance.

17. ENVIRONMENTAL POLICY ACTS:

The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

18. HUMAN TRAFFICKING:

As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

A. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

B. Procures a commercial sex act during the period of time that the award is in effect; or

C. Uses forced labor in the performance of the award or subawards under the award.

19. KICKBACKS:

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the Agent may, at its discretion, terminate this Agreement without liability to the Agent, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

20. LIMITATIONS ON LOBBYING ACTIVITIES:

By signing this Agreement, the Consultant certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Consultant or its Subconsultants in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

21. MONITORING ACTIVITIES:

Agent shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its Subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

22. NON-DISCRIMINATION:

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

23. PROFESSIONAL REGISTRATION:

The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

24. PUBLICITY:

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar

public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Agent, the Wyoming Department of Transportation (WYDOT) and the Federal Highway Administration (FHWA) as the sponsoring agency and shall not be released without prior written approval of the Agency and WYDOT.

25. SUSPENSION AND DEBARMENT:

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

26. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

No Obligation by the Federal Government.

a. The Purchaser and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subconsultant who will be subject to its provisions.

27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal

Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subconsultant who will be subject to the provisions.

28. FEDERAL CHANGES: 49 C.F.R. Part 18

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (18) dated October, 2011) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: FTA Circular 4220.1F

Applicability: The incorporation of FTA terms applies to all contracts.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City of Casper requests which would cause the City of Casper to be in violation of the FTA terms and conditions.

30. LOBBYING: 31 U.S.C. 1352, 49 C.F.R. Part 19, and 49 C.F.R. Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

31. ADA ACCESSIBILITY: 42 U.S.C. 1201 et seq.

Applicability: The Federal Privacy Act requirements flow down to each third party Consultant and their contracts at every tier.

The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

EXHIBIT "A"
SCOPE OF SERVICES

Tasks 1: Project Management and Initial Meeting

Agent will provide location specifics by May 9, 2014. Upon issuance of these location specifics, Consultant will conduct a pre-count meeting with the Agent to discuss location specifics and traffic control, if necessary. This meeting may be accomplished by conference call. The purpose of this meeting will be to clarify method of counting and duration of counts. Parties will create plans for adjustments to the schedule due to inclement weather. Parties will agree upon final report format based on the needs of the Agent. Agent will provide available current street centerline information to which traffic counts will be tied. Agent will also provide available required count data structure and street centerline data. Consultant will prepare a work plan and timeline for the project team.

Consultant will coordinate the work plan with the Agent, Wyoming Department of Transportation and others, as appropriate. Consultant will provide qualified engineers and/or technicians to accomplish each task; monitor budget and schedule. Consultant will conduct in-house project staff meetings for coordination of staff and work elements. Consultant agrees to provide a project timeline, weekly progress reports and monthly invoices with tasks and effort detailed to show percentage complete.

Deliverable(s): *Pre-count Meeting
Project Timeline
Weekly progress reports
Clarification of Final report format*

Task 2: Gather Data

Consultant and sub consultant(s) will provide all necessary vehicles, equipment, materials, experience, and labor required to collect traffic data at the three-hundred (300) locations throughout the Casper Metropolitan Planning Area. Consultant agrees to collect traffic counts using calibrated traffic data collection equipment for a period of twenty-four (24) hours at each location. Counts will be coordinated with the MPO staff and will be collected between May 12, 2014 and May 23, 2014. Counts will be completed no later than May 23, 2014.

Deliverable(s): *Collect three hundred (300) Traffic Counts (ADT) in the Casper Urbanized Area as indicated by the Metropolitan Planning Organization (MPO) and Wyoming Department of Transportation (WYDOT). Perform the counts and examine traffic counts under the supervision of the professional staff of the MPO member jurisdiction.*

Cost Estimate: *Twenty-Five Thousand Dollars (\$25,000) for 300 Volume counts at Eighty-Three Dollars and 33 cents (\$83.33) each*

Task 3: Report and Final Deliverable

Consultant will compile completed counts in one (1) report. A digital copy of each completed count, in ArcGIS format, either a shape file or geodatabase compatible with the City of Casper's GIS system, will also be submitted along with a PDF of each of the reports listed above. The count data will include city GIS street centerline unique ID number and intersection ID number and the GIS table structure for the required count data. Reviewing the data for accuracy and formatting the data will be ongoing during subsequent traffic counts. Deliverable of the final report will be on or before June 30, 2014.

Deliverable(s): *Digital copy of all counts in shape file or geodatabase and PDF format
Digital copy of counts in an Excel spreadsheet*

Total Costs: *Dowl HKM will complete the tasks outlined in the scope of work, including direct expenses, for a fee not to exceed Twenty-Five Thousand Dollars (\$25,000).*

Key Personnel

*Matt Ruder
Scott Lee
Jeff Rosenlund*

*Project Manager
Data Collection Manager
Senior Review and Quality Assurance*

AGENT RESPONSIBILITIES

- *In the event that an in-person meeting needs to be held, the Agent will schedule the meeting.*

EXHIBIT "B"

CATPP POLICY COMMITTEE APPROVAL

WHEREAS, on April 22, 2014, the Casper Area Transportation Planning Process (CATPP) Policy Committee approved the hiring of Dowl HKM, to complete the traffic counts Study; and

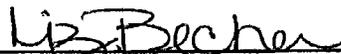
WHEREAS, Dowl HKM, is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE CATPP POLICY COMMITTEE: That the City of Casper, as the agent of the CATPP, is hereby directed to enter into a contract with Dowl HKM, to complete the traffic counts and turning movement study, in accordance with the scope of work and schedule included in this agreement, for a contract amount not to exceed Twenty-five Thousand Dollars (\$25,000).

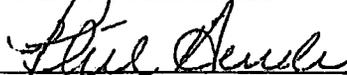
PASSED AND APPROVED THIS 22ND day of April, 2014.

ATTEST:

CASPER AREA TRANSPORTATION
PLANNING PROCESS
POLICY COMMITTEE



Liz Becher
Community Development Director



Phil Hinds
Chairman

EXHIBIT "C"

NOTICE TO CONSULTANT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984 FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, DOWL HKM, for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any State or Federal law including but not limited to Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CATPP Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the CATPP Policy Committee,

WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the CATPP Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the CATPP Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I am the TRANSPORTATION MANAGER and duly authorized representative of the firm of Dowl HKM; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Transportation Planning Process, and is subject to applicable State and Federal laws, both criminal and civil.

APRIL 30, 2014
Date


Name

TRANSPORTATION MANAGER
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated agent of the City of Casper, a Municipal Corporation, and that the above consulting firm or his representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable State and Federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Paul L. Meyer
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF WYOMING)ss

COUNTY OF SHERIDAN)ss

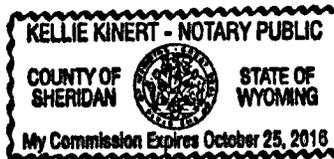
I, Jeffrey Lombard being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: Jeffrey Lombard
TRANSPORTATION MANAGER
Title

Subscribed in my presence and sworn to before me this 30th day of April, 2014,
by:

Kellie Kinert
Kellie Kinert

Notary Public



October 25, 2016
My Commission Expires

RESOLUTION NO. 14-121

A RESOLUTION APPROVING A CONTRACT WITH
DOWL HKM, FOR TRAFFIC COUNT DATA
COLLECTION.

WHEREAS, the Casper Area Transportation Planning Process (CATPP) Policy Committee distributed a request for proposals for the collection of traffic counts, April of 2014; and,

WHEREAS, the CATPP received four proposals from qualified consulting firms; and,

WHEREAS, the MPO Technical and Policy Committees reviewed the submitted proposals; and,

WHEREAS, at the conclusion of the review, the committee made a recommendation that the CATPP contract with Dowl HKM, to collect traffic count data for the Metropolitan Planning Area; and,

WHEREAS, the CATPP Policy Committee passed a motion at their meeting on April 22, 2014, to approve a contract with Dowl HKM, to collect the traffic count data; and,

WHEREAS, Dowl HKM, is willing, available and qualified to perform said study; and,

WHEREAS, the City of Casper entered into an agreement with the CATPP to serve as the fiscal agent for the CATPP and the entity that can enter into contracts on behalf of the CATPP.

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 Dowl HKM, to collect traffic count data for the Casper Metropolitan Planning Area, in accordance with the scope of work and schedule included in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified, partial payments throughout the term of the contract, in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

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

APPROVED AS TO FORM:

Walter Tremblay

CITY OF CASPER, WYOMING
A Municipal Corporation:

ATTEST:

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 28, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director
SUBJECT: Fiscal Year 2014-2015 Summary Proposed Budget

Recommendation:

That Council, by minute action, acknowledges receipt of and enter into the minutes the Fiscal Year 2014-2015 Summary Proposed Budget.

Summary:

By Wyoming State Statute 16-4-109, the City Council is to receive a Summary Budget to be entered into the minutes. To meet that requirement, the attached Summary of the FY 2015 Proposed Budget is hereby submitted. The City Council has currently scheduled work sessions to review the FY 2014-2015 Summary Proposed Budget on May 19, 21, and 22, 2014.

Wyoming State Statute 16-4-104 requires the Budget Officer, the Casper City Manager, to prepare and file a Requested Budget with the City Council by May 15, 2014. Accordingly, the complete detailed FY 2015 Proposed Budget will be distributed to the City Council by May 15, 2014.

On June 17, 2014 a public hearing will be scheduled for presentation of the Fiscal Year 2014-2015 Budget. W.S.S. 16-4-109(b) further requires that within twenty-four (24) hours of the conclusion of the public hearing the Council shall adopt the budget, which, subject to future amendments, shall be in effect for the next fiscal year. Prior to adoption, the Requested Budget Summary is subject to change, after review by the City Council.

City of Casper
Summary Proposed FY 2015 Budget

Fund	FY 2015	Fund	FY 2015
General Fund	\$ 51,528,600	Debt Services Fund	
		Special Assessments	1,375
Capital Funds		Internal Services Funds	
Capital Projects Fund	\$ 24,923,374	Central Garage	\$ 2,832,430
Capital Equipment	2,093,107	Information Technology	1,340,799
One Cent #13 Sales Tax	535,868	Buildings & Structures	1,083,586
One Cent #14 Sales Tax	14,864,035	City Campus	349,769
Total Capital Funds	\$ 42,416,384	Property & Liability Insurance	2,783,960
		Total Internal Services Funds	\$ 8,390,544
Enterprise Funds		Trust & Agency Funds	
Water	\$ 20,163,761	Perpetual Care	\$ 3,037,860
Water Treatment Plant	2,691,115	Metro Animal Control	1,054,217
Sewer	5,777,303	Public Safety Communications	2,289,606
Wastewater Treatment Plant	7,223,731	Health Insurance	8,991,240
Refuse Collection	8,787,035	Total Trust & Agency Funds	\$ 15,372,923
Balefill	11,129,664		
Casper Events Center	2,901,914	Total- All Funds	\$ 186,499,492
Golf Course	960,644		
Casper Recreation Center	1,154,037	Less Intragovernmental Transactions	
Aquatics	1,022,020	Transfers Out	\$ 27,344,614
Ice Arena	530,328	Internal Services Charges	7,158,500
Hogadon Ski Area	844,622	Administration Fees	1,103,246
Parking Lots	14,300	Total	\$ 35,606,360
Total Enterprise Funds	\$ 63,200,474		
Special Revenue Funds		Total Expenditures- All Funds	\$ 150,893,132
Weed & Pest Control	\$ 500,000		
Transit Services	1,986,936		
Community Development Block Grant	283,254		
Metropolitan Planning Office	760,943		
Police Grants	170,429		
Fire Grants	180,000		
Redevelopment Loan Fund	74,500		
Revolving Land Fund	1,608,130		
Special Reserves	25,000		
Total Special Revenue Funds	\$ 5,589,192		

April 9, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Doug Follick, Leisure Services Director 
Paul Hanson, Operations Supervisor, Casper Events Center
SUBJECT: Authorize Purchase of CEC Floor Care Equipment

Recommendation:

That Council, by minute action, authorize the purchase of Floor Care Equipment from Norco, Casper, Wyoming, to be used in the Casper Events Center Division of the Leisure Services Department, in the amount of \$39,219.87.

Summary:

Sealed bids for Fall Protection Equipment were requested from local & out-of state dealers. On April 8, 2014, four bids were received, two local and two out-of-state, of which only three were accompanied with a bid bond or cashier's check. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Bid Bond/Check</u>
Floor Care Equipment	Norco, Casper, Wy	\$39,219.87	Bid Bond
Floor Care Equipment	EXPEDX, Billings, MT (Did not include all items)	\$37,744.43	Bid Bond
Floor Care Equipment	Cowboy Supply, Cheyenne, WY	\$48,349.55	Cashier's Check
Floor Care Equipment	Hillyard Floor Care, Denver, CO	\$24,529.15	Not Included

Although the bid from EXPEDX was lower all bid items were not included and no credit was included for trade-in items. Additionally when comparing all items the bid from Norco was lowest before consideration of the 5% in-state preference.

The recommended Floor Care Equipment from Norco was the lowest qualifying bid received within budget and meets all the necessary specifications. This purchase will replace existing floor care equipment which has reached the end of its useful life.

This Casper Events Center Division equipment will be funded through one-time monies allocated by the City Council.

Bid Log for Floor Care Equipment - Casper Events Center

To: V.H. McDonald, City Clerk

Subject: Bid Opening For

City Dept. LS/CEC

Opening Date: April 8, 2014

Time: 2:00 PM

Place: CEC Conference Room

City Rep. Paul Hanson

By: Paul Hanson

Bidder's Name & Address	Ck. Amt./ Surety Bond	Date/Time Received	Received By	Received On Time Y/N	Amount Item 1	Amount Item 1A	Amount Item 2	Amount Item 3	Amount Item 4	Amount Item 4A	Amount Item 5	NET BID AMOUNT
NORCO, P.O. Box 818, Casper, WY 82602 Cliff Beyer	Bond 5%	4/8/2014 1:15 PM	KZ	Y	17,947.71	2,000.00	10,095.97	7,997.22	2,650.56	200.00	2,728.41	39,219.87
EXPEDX, 1495 Monad Rd., Billings, MY 59101 Veda Halligan	Bond 5%	4/7/2014 FedEx	KZ	Y	15,024.25	0.00	9,130.29	10,140.76	0.00	0.00	3,449.13	37,744.43
COWBOY SUPPLY, 650 West 18th St., Cheyenne, WY 82001, Joe Ries	Check 2,000.00 Check 500.00	4/8/2014 1:40 PM	KZ	Y	19,789.92	1,000.00	11,584.85	11,428.23	3,021.33	100.00	3,625.22	48,349.55
HILLYARD FLOOR CARE, 4901 Moline, Denver, CO 80239, Jon Gottlieb	No Bond or Check	4/3/2014	KZ Mail	Y								56,904.40

April 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Rescind the previous award of one (1) new Ford Explorer Interceptor to Fremont Motor Company-Lander.

Recommendation:

That Council, by minute action, rescind the award of one new Ford Explorer Interceptor, to 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 bid for one (1) new Ford Explorer Interceptor was previously awarded to Fremont Motor Company-Lander for the amount of \$28,703.81 before the trade in allowance for unit #101172. Per the bid specification Fremont is unable to provide this unit because of factory restrictions on ordering due to end of year production.

April 28, 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 Doug Esterline, d.b.a. NC Cabs, located at 532 E Yellowstone Hwy Apt 1.

Summary:

An application to obtain a license to operate a taxicab company within the City of Casper has been received from the following:

- Doug Esterline, d.b.a. NC 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 applicant from the Chief of Police did not reflect any issues; the property on which this company is located is properly zoned for the activity. NC Cabs 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, this applicant has met the licensing qualifications listed in Section 5.60.130 of the Casper Municipal Code.



City of Casper
POLICE DEPARTMENT

201 North David — First Floor
Casper, Wyoming 82601

Date: 04-25-14

To: V.H McDonald, Administrative Services Director

From: Steven Freel, Acting Police Chief *SF*

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:

NC 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.

DATE: April 2, 2014
MEMO TO: Carla Mills-Laatsch, Customer Services Super II.
FROM: Shelley LeClere, Code Enforcement Supervisor
SUBJECT: 532 East Yellowstone Highway #1 – NC Cabs

The above-referenced property is zoned C-3 (Central Business), and a taxi cab service may be operated out of that location as a home occupation as long it adheres to the requirements set forth in Section 17.12.140 of the Casper Municipal Code regarding **Home Occupations**.

It is important to note that a “home occupation” is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of the dwelling space, does not attract outside traffic, and engages **only family members** residing on the premises. If customers are coming to this address, then adequate off-street parking must be provided as per Section 17.12.080, and there can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.

If complaints are received and they are substantiated, then a notice of violation would be issued and Mr. Esterline would appear before the Planning and Zoning Commission to defend his case. In speaking with Mr. Esterline, he has confirmed that his taxi cab will be parked in an off-street parking space and that there will be no customers or employees coming to this address for NC Cabs.

Therefore, as of this date, there is no conflict with the taxi cab business being operated as a home occupation at 532 East Yellowstone Highway #1. If you have additional questions, please don't hesitate to contact me.