

Table of Contents

Agenda	5
CONSIDERATION OF MINUTES OF THE APRIL 29, 2014 INFORMAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 12, 2014	
Minutes	10
CONSIDERTION OF MINUTES OF THE MAY 6, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 17, 2014	
Minutes	12
CONSIDERATION OF BILLS AND CLAIMS	
Bills and Claims.	25
Addendum	62
Adoption of 2014 National Electrical Code	
Memorandum	63
Ordinance No. 12-14	64
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)	
Memorandum	65
Map	67
Ordinance No. 13-14	68
Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the Ujvary Addition Complies with W.S. 15-1-402. A. Resolution. B.Third Reading Ordinance Approving Annexation, and Zoning of Ujvary Addition.	
Memorandum	71
Map	73
Certification of Petition for Annexation	74
Annexation Report	75
Subdivision Agreement	88
Resolution No. 14-123	102
Ordinance No. 6-14	104
Revisions to the PUD (Planned Unit Development) Guidelines for the McMurry Business Park PUD	
Memorandum	106
Map	109
McMurry Business Park PUD Guidelines	110
Resolution No. 14-124	159
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.	
Memorandum	161

Amend Section 5.08.025 of the City of Casper Municipal Code Pertaining to Issuance of Satellite Winery Permits.	
Ordinance No. 11-14	162
Consideration to Create Casper Municipal Code 15.40.085 Allowing Penalties for Multiple Nuisance Fire Alarms.	
Ordinance No. 10-14	165
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).	
Ordinance No. 7-14	167
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	
Ordinance No. 8-14	169
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	
Ordinance No. 9-14	171
Authorizing a Contract for Professional Services, in the Amount of \$30,000, with the Children's Advocacy Project, Inc	
Memorandum	173
Agreement	174
Resolution No. 14-125	181
Authorizing Solid Waste Agreement with Wind River Environmental Quality Council for Waste Disposal at the Casper Regional Solid Waste Facility	
Memorandum	182
Agreement	184
Resolution No. 14-126	197
Authorizing General Service Contract and Electric Service Requirement Agreement with Rocky Mountain Power in the Amount of \$34,650, for the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project	
Memorandum	198
Contract.	199
Resolution No. 14-127	208
Authorizing Contract for Professional Services Agreement with Williams, Porter, Day & Neville, P.C. in the Amount of \$20,000 for Legal Counsel Associated with Providing Properly Functioning Balers	
Memorandum	209
Agreement	210
Exhibit.	218
Resolution No. 14-128	221
Authorizing Agreement with Paramount Construction, Inc., in the Amount of \$71,500, for Metro Animal Control Building Improvements	
Memorandum	222
Agreement	223

Exhibit	228
Resolution No. 14-129	233
Authorizing Agreement with Evergreen Tennis Courts, Inc., in the Amount of \$60,000, for Tennis Court Resurfacing	
Memorandum	234
Agreement	235
Exhibit	241
Resolution No. 14-130	246
Authorizing Agreement with Intermountain Slurry Seal in the Amount of \$150,000, for the Recreation Facilities Type I Slurry Seal Project	
Memorandum	247
Agreement	248
Exhibit	253
Resolution No. 14-131	258
Authorize a Lease Agreement with the Natrona County School District for Five (5) Parcels of City-owned Property Located adjacent to School Sites	
Memorandum	259
Lease Agreement	260
Resolution No. 14-132	272
Approving Amendment No. 1 to the Memorandum of Understanding Dated November 17, 2009 Between the City of Casper and Natrona County School District No. 1 for the Temporary Closure of Oakcrest Avenue	
Memorandum	273
Memorandum of Understanding	274
Correspondence	276
Resolution No. 14-133	282
Adoption of the FY 2014/2015 Annual Action Plan, Approving the Proposed use of Community Development Block Grant Funds	
Memorandum	283
Annual Action Plan	284
Resolution No. 14-134	285
Authorizing the Purchase of One (1) New 2-Ton Cab/Chassis with Flatbed Stake Body, From Greiner Motor Company – Casper, in the Amount of \$51,972, Before Trade-In, to be Used in the Streets Division of the Public Services Department	
Memorandum	286
Authorizing the Purchase of One Used John Deere 2500B from Stotz Equipment, Casper, Wyoming, to be used in the Municipal Golf Course Section of the Special Facilities Division of the Leisure Services Department, in the Amount of \$27,292.90, Before Trade-In Allowance	
Memorandum	287
Rejecting the Re-Design 2 Bid Submitted for the Stuckenhoff Shooters Complex	
Memorandum	288

Rejecting Bids for the Balefill Compost Yard Building Floor.

Memorandum 289

REGULAR COUNCIL MEETING
Tuesday, May 20, 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 29, 2014 INFORMAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 12, 2014

4. CONSIDERTION OF MINUTES OF THE MAY 6, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 17, 2014

5. CONSIDERATION OF BILLS AND CLAIMS

6. PUBLIC HEARINGS

A. Ordinances

1. **Adoption of 2014 National Electrical Code.**

2. Zone Change of Lot 5, **The Heights Addition No. 2**, and 64.28-acre Portion of SE1/4SW1/4, Section 8, T33N, R78W, 6th P.M., Natrona County, Wyoming, Located South of East Second Street at the Terminus of **Venture Way**, From PUD (Planned Unit Development) to AG (Urban Agriculture).

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

A. **Resolution.**

B. **Third Reading Ordinance** Approving Annexation, and Zoning of **Ujvary Addition.**

B. Resolution

1. Revisions to the **PUD** (Planned Unit Development) **Guidelines** for the **McMurry Business Park PUD.**

C. Minute Action

1. **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.

7. SECOND READING ORDINANCES

A. Consent

1. **Amend Section 5.08.025** of the City of Casper Municipal Code Pertaining to **Issuance of Satellite Winery Permits.**

7. SECOND READING ORDINANCES (cont'd)

2. Consideration to **Create Casper Municipal Code 15.40.085** Allowing Penalties for Multiple **Nuisance Fire Alarms**.
3. 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).
4. 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**.
5. 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**.

8. RESOLUTIONS

A. Consent

1. Authorizing a **Contract for Professional Services**, in the Amount of \$30,000, with the **Children's Advocacy Project, Inc**.
2. Authorizing Solid Waste Agreement with **Wind River Environmental Quality Council** for Waste Disposal at the Casper **Regional Solid Waste Facility**.
3. Authorizing General Service **Contract and Electric Service Requirement Agreement** with Rocky Mountain Power in the Amount of \$34,650, for the **Poplar Street and Midwest Avenue/King Boulevard** Traffic Signal Project.
4. Authorizing Contract for **Professional Services Agreement** with **Williams, Porter, Day & Neville, P.C.** in the Amount of \$20,000 for Legal Counsel Associated with Providing Properly Functioning Balers.
5. Authorizing Agreement with **Paramount Construction, Inc.**, in the Amount of \$71,500, for **Metro Animal Control** Building Improvements.
6. Authorizing Agreement with **Evergreen Tennis Courts, Inc.**, in the Amount of \$60,000, for **Tennis Court Resurfacing**.
7. Authorizing Agreement with **Intermountain Slurry Seal** in the Amount of \$150,000, for the **Recreation Facilities** Type I Slurry Seal Project.

8. RESOLUTIONS (cont'd)

8. Authorize a **Lease Agreement** with the **Natrona County School District** for Five (5) Parcels of City-owned Property Located adjacent to School Sites.
9. Approving Amendment No. 1 to the **Memorandum of Understanding** Dated November 17, 2009 Between the City of Casper and Natrona County School District No. 1 for the **Temporary Closure of Oakcrest Avenue**.
10. Adoption of the **FY 2014/2015 Annual Action Plan**, Approving the Proposed use of **Community Development Block Grant Funds**.

9. MINUTE ACTION

A. Consent.

1. Authorizing the Purchase of One (1) **New 2-Ton Cab/Chassis with Flatbed Stake Body**, From **Greiner Motor Company** – Casper, in the Amount of \$51,972, Before Trade-In, to be Used in the Streets Division of the Public Services Department.
2. Authorizing the Purchase of **One Used John Deere 2500B** from Stotz Equipment, Casper, Wyoming, to be used in the **Municipal Golf Course** Section of the Special Facilities Division of the Leisure Services Department, in the Amount of \$27,292.90, Before Trade-In Allowance.
3. Rejecting the **Re-Design 2 Bid** Submitted for the **Stuckenhoff Shooters Complex**.
4. Rejecting **Bids** for the **Balefill Compost Yard Building Floor**.

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

INFORMAL COUNCIL MEETING
Tuesday, April 29, 2014, 5:00 p.m.
Casper City Hall - Council Chambers

AGENDA

Mayor Meyer

1. Roll Call
2. Pledge of Allegiance
3. Adoption of Hearing Rules for this Procedure
4. Hearing Officer Selection

Hearing Officer

5. Opening Comments
6. Hearing Regarding Councilman Hedquist

Mayor Meyer

7. Adjourn

Casper City Council met in session at 5:00 p.m., Tuesday, April 29, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer. Absent: Councilman Hedquist.

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

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Council Goodenough, seconded by Councilman Sandoval, to, by minute action, table the hearing. Councilmen Goodenough and Sandoval voted aye, all others voted nay. Failed.

Moved by Councilman Sandoval, to, by minute action, table the hearing but continue the meeting to allow for discussion. Motion died for a lack of a second.

Moved by Councilman Powell, seconded by Councilman Sandoval, to adopt by minute action, the Hearing Rules and Procedures as discussed in the Council Work Session on April 22, 2014 as provided for in Resolution No. 00-9: Rules of City Council: Section 5.12: Rule Source. Councilman Goodenough voted nay. Passed. The hearing procedure was read.

Moved by Councilman Goodenough, seconded by Councilman Powell, to approve, by minute action that Councilman Hopkins serve as Hearing Officer for this hearing. Passed.

Councilman Hopkins made opening comments. Councilman Hopkins then declared the hearing open. (A full transcript of these proceedings is being permanently retained in the City of Casper Clerk's office for future reference). Individuals addressing the Council were: Mr. Wes Reeves, Attorney at Law and counsel for the City of Casper; Andrew Beamer, City Engineer for the City of Casper; Pete Meyers, Assistant Public Services Director for the City of Casper; Jason Knopp, Associate Engineer for the City of Casper; Rick Harrah, Public Services Director for the City of Casper.

Moved by Councilman Cathey, seconded by Councilman Sandoval, to, by minute action set a meeting within ten days of receipt of the transcript of the hearing to discuss and take action on the written information and witness testimony. Passed.

Councilman Hopkins closed the hearing.

Mayor Meyer assumed the Chair and asked for a motion to adjourn the meeting.

Moved by Councilman Bertoglio, seconded by Councilman Powell, to, by minute action adjourn. Passed. The meeting was adjourned at 7:50 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
May 6, 2014

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

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Councilman Schlager, seconded by Councilman Cathey, to, by minute action, approve the minutes of the April 15, 2014, regular Council meeting, as published in the Casper-Star Tribune on April 22, 2014. Passed.

Moved by Councilman Hopkins, seconded by Councilman Schlager, to, by minute action, approve payment of the May 6, 2014, bills and claims, as audited by City Manager Patterson. Passed.

Bills & Claims
05/06/14

A Amick	Goods	\$3,000.00
A Buchanan	Refund	\$15.33
A Coppa	Refund	\$55.74
A Holmes	Refund	\$39.28
A Jaskowak	Reimb	\$267.40
A Lehman	Refund	\$49.39
A Martin	Refund	\$54.05
A Miles	Services	\$1,727.96
A Vasko	Refund	\$47.22
Adbay	Services	\$13,827.50
Airgas	Goods	\$291.64
Alluretech	Services	\$42.00
AltitudeRecycling	Goods	\$21,506.30
AMBI	Services	\$1,196.11
AmericanLinen	Services	\$807.10
Amerigas	Goods	\$284.01
Antlerworks	Goods	\$232.00
Arcadis	Services	\$37,067.40
ArrowheadHeating	Services	\$180.00
Aurhomes	Refund	\$52.81
B Hansen	Refund	\$7.32
B Knudtson	Refund	\$10.00
B Raisch	Services	\$156.00
B Scott	Refund	\$200.00
B Steinke	Reimb	\$75.00
B Stephenson	Refund	\$48.41

B Wahilani-Ulusale	Refund	\$42.45
B Walprit	Refund	\$46.46
B Williams	Reimb	\$175.00
B Worley	Reimb	\$75.00
BankOfAmerica	Goods	\$174,092.37
BankofHawaii	Goods	\$45.50
BarDSigns	Goods	\$144.00
BASF Corp	Goods	\$14,517.04
BestWestern	Services	\$19,405.13
BureauofDriverLicensing	Goods	\$30.00
BureauofReclamation	Funding	\$565.45
C Atkins	Refund	\$47.44
C Black	Services	\$463.11
C Gilbert	Refund	\$16.01
C Haler	Reimb	\$100.00
C Hazelton	Refund	\$59.64
C Koskie	Refund	\$42.38
C Lake	Reimb	\$1,667.87
C Math	Refund	\$65.61
C Reed	Reimb	\$154.00
C Simons	Reimb	\$26.00
C Tuttle	Refund	\$29.82
C Witte	Refund	\$90.86
CarolinaSoftware	Services	\$700.00
Caselle	Services	\$125.00
CasperElectric	Services	\$44,070.00
CasperHousingAuth	Funding	\$9,216.56
CasperNorthProperties	Refund	\$27.90
CATC	Funding	\$135,954.00
CBSConstructors	Projects	\$122,550.00
Centurylink	Services	\$3,033.62
Charter	Services	\$450.00
CityTowing	Services	\$255.00
CivilEngineeringProf	Projects	\$4,488.57
CJ'sSound	Services	\$800.00
CMITeco	Goods	\$143,999.00
CNICHealthSolutions	Services	\$75,865.42
Coban	Services	\$520.00
CollectionCenter	Services	\$935.43
CommTech	Goods	\$196.00
CommunityActionPartnership	Funding	\$72,791.50
CommunityHealth	Services	\$1,666.67
ComputerPros	Goods	\$736.93
CrimeSceneInfo	Services	\$86.25
D Douglas	Reimb	\$122.00
D Hudson	Refund	\$18.11

D Johnston	Goods	\$120.00
D Jordan	Reimb	\$34.76
D Ruiz	Services	\$25.00
DaleBuckinghamArchitects	Projects	\$2,017.50
DavidsonFixedIncome	Services	\$6,691.89
Dell	Goods	\$5,307.45
DeltaDental	Services	\$1,436.80
DeptKansasRevenue	Goods	\$10.00
DesertMtn	Goods	\$20,554.33
DiegoDigs	Refund	\$56.44
DoubleDWelding	Services	\$935.00
DPCIndustries	Goods	\$18,980.16
E Grill	Reimb	\$167.61
EcolabPest	Services	\$274.79
Empco	Services	\$2,376.00
FirstData	Services	\$12,688.05
FirstInterstateBank	Services	\$2,304.08
FirstInterstateCreditCard	Services	\$20.00
FirstInterstatePettyCash	Goods	\$482.63
FoodSvcs	Goods	\$1,896.30
G Rightmire	Refund	\$53.50
G Sparks	Refund	\$27.90
GolderAsoc	Services	\$7,973.44
Granicus	Services	\$725.00
GSGArchitecture	Services	\$8,792.38
HardyBrothersProperties	Refund	\$37.82
HDR Engineering	Projects	\$2,749.12
HewlettPackard	Goods	\$5,553.22
HighCountryConstruction	Projects	\$165,621.10
HKDSnowmakers	Goods	\$554.59
Homax	Goods	\$57,018.98
HomolkaPainting	Services	\$3,300.00
HusseySeating	Goods	\$53,610.00
Interspec	Goods	\$64,200.00
ISC	Services	\$110,470.33
J Carothers	Refund	\$20.07
J Chambers	Services	\$130.00
J Eastin	Reimb	\$122.00
J Feiler	Refund	\$55.74
J Hatcher	Reimb	\$500.00
J Huggenberger	Reimb	\$457.39
J Nab	Refund	\$61.11
J Peterson	Reimb	\$122.00
J Shipley	Refund	\$55.00
J Stewart	Refund	\$85.74
JBullard	Reimb	\$10.00

JChadTraining	Services	\$2,194.11
JCKirk	Reimb	\$75.00
JKCEngineering	Services	\$2,231.25
JWInvestments	Refund	\$36.97
K Cano	Refund	\$16.71
K Condelario	Refund	\$53.50
K Howell	Refund	\$59.16
KCWY-TV	Services	\$275.00
KTWO-TV	Services	\$400.00
L Huddleston	Refund	\$113.53
L Kidd	Refund	\$8.81
L Welu	Refund	\$35.86
LaborReady	Services	\$10,912.07
LINA	Services	\$287.71
M Aamold	Refund	\$59.64
M Dean	Reimb	\$6.54
M Osborn	Refund	\$24.27
M Phipps	Refund	\$32.90
M Stone	Refund	\$6.55
Manpower	Services	\$1,226.84
Mastercard	Services	\$471.46
McMurryReadyMix	Refund	\$986.00
MichaelsConstr	Projects	\$527.96
ModernElectric	Services	\$3,710.15
Motorola	Services	\$67,243.94
N Machart	Refund	\$57.95
NatCountyClerk	Services	\$192.00
NBSBenefits	Services	\$457.85
NCHallofJustice	Services	\$51,520.03
NCSheriffsOffice	Funding	\$252,795.00
NebraskaDMV	Goods	\$3.00
NelsonEngineering	Services	\$17,550.49
NerdTech	Goods	\$2,842.11
NESCompany	Services	\$13,195.00
NevesUniforms	Goods	\$552.40
NorthParkTransport	Services	\$68.33
OilCityPrinters	Services	\$10,000.00
OneCallofWy	Services	\$468.75
OverheadDoor	Goods	\$90.00
P Goodman	Refund	\$34.92
P Harshman	Reimb	\$198.01
Paciolan	Services	\$3,431.10
ParkStreetLaw	Services	\$10,689.25
Pepsi	Goods	\$3,542.60
PhippsConst	Projects	\$127,620.00
PieceACake	Goods	\$75.00

PostalPros	Services	\$12,838.13
PowderRiverShredders	Services	\$75.00
QquestSoftware	Services	\$1,464.00
QualityOffice	Goods	\$475.78
R Carno	Refund	\$43.24
R Holmes	Refund	\$14.24
R Jackson	Refund	\$61.11
R Rawson	Services	\$3,504.50
RealtyExec	Services	\$150.00
RenewableEarthMaterials	Goods	\$2,528.00
ResourceStaff	Services	\$909.99
RockyMtnPower	Services	\$192,862.07
RoseLawFirm	Services	\$3,699.50
S Bizzell	Refund	\$39.52
S Bullock	Reimb	\$26.00
S Chaney	Reimb	\$47.69
S Fulghum	Refund	\$41.78
S Liston	Refund	\$27.20
S Nunn	Reimb	\$90.67
S Rohrbacher	Refund	\$27.70
S Schlittler	Refund	\$5.14
S Wolff	Refund	\$16.60
ShawBuilders	Refund	\$35.47
SkylineRanches	Services	\$444.62
SleeEnterprises	Services	\$3,200.00
Smarsh	Services	\$1,900.50
SourceGas	Services	\$48,217.60
StarLine	Goods	\$615.85
StarTribune	Services	\$6,565.99
SuperiorStructures	Goods	\$27,873.00
Sysco	Goods	\$11,751.16
T Cutrell	Reimb	\$354.00
T Mora	Refund	\$12.47
T Rawn	Refund	\$49.16
TElhart	Reimb	\$154.00
Terracon	Goods	\$6,311.93
TetraTech	Services	\$864.00
ThirteenCo	Projects	\$70,000.00
TireDistribution	Goods	\$20,848.70
TKennedy	Reimb	\$61.31
TownSquareMedia	Services	\$7,776.00
TraumaClean	Services	\$400.00
TrihydroCorp	Projects	\$23,479.32
UPS	Services	\$31.19
UrgentCare	Services	\$1,255.00
USWelding	Goods	\$2,965.45

UtilityBillSolutions	Services	\$2,906.82
Verizon	Services	\$3,409.36
Viewpoint	Services	\$7,000.00
VisionServicePlan	Services	\$1,095.23
VolvoRents	Services	\$1,145.79
WERCSCCommunications	Services	\$35,500.00
WesternMedical	Services	\$12,461.00
WesternWaterConsult	Services	\$292.75
WestlandPark	Services	\$2,498.89
WestPlainsEngineering	Services	\$675.00
WildBunchProductions	Services	\$200.00
WilliamsPorterDay	Services	\$1,412.00
WirelessAdvancedComm	Goods	\$5,534.48
Worldwash	Services	\$575.00
WorthingtonLenhart&Carpenter	Services	\$59,498.40
WrightBrothers	Projects	\$71,887.33
WyBoardPharmacy	Services	\$80.00
WyDeptAgriculture	Goods	\$500.00
WYDOT	Services	\$2,026.55
WyFireChiefsAssoc	Services	\$30.00
WyLawEnforcementAcademy	Services	\$525.00
WyNotaryDivision	Goods	\$30.00
YouthCrisisCenter	Funding	\$4,992.08
Z Lopez	Reimb	\$127.38
Z Szekely	Services	\$1,473.75
Zunesis	Services	\$1,545.59
		\$2,728,350.99

Moved by Councilman Bertoglio, seconded by Councilman Cathey, to, by minute action: establish May 20, 2014 as the public hearing date for consideration of the transfer of Retail Liquor License No. 22, from Wyoming Spirits, LLC to Wyoming Spirits, Inc., d.b.a. 2nd Street Liquor & Wine, 939 East 2nd Street; adoption of 2014 National Electrical Code; 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., from PUD to AG; revisions to the PUD Guidelines for the McMurry Business Park PUD; and establish June 17, 2014 as the public hearing date for consideration of Fiscal Year 2014 Budget Adjustments; and adoption of the Fiscal Year 2014-2015 Budget. Passed.

Mayor Meyer opened the public hearing for the consideration of the zone change of various lots within the Natrona County High School Campus. City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

There being no one to speak for or against the issues involving the Natrona County High School Campus the public hearing was closed.

Following ordinance read:

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.

Councilman Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Powell. Council had questions regarding this project so Ron Shosh, with Amundsen Associates, came forward to address the questions. Passed.

Mayor Meyer opened the public hearing for the consideration of the plat of JTL Industrial Park. City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

Speaking in support was: Bill Ferringer, Civil Engineering Professionals, Inc., 6080 Enterprise Drive. There being no others to speak for or against the issues involving the plat of JTL Industrial Park the public hearing was closed.

Following ordinance read:

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.

Councilman Schlager presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Bertoglio. Passed.

Mayor Meyer opened the public hearing for the consideration of the plat of BME Investments Addition No. 1. City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

Speaking in support was: Bill Ferringer, Civil Engineering Professionals, Inc., 6080 Enterprise Drive. There being no others to speak for or against the issues involving the plat of BME Investments Addition No. 1 the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 9-14
AN ORDINANCE APPROVING THE BME INVESTMENTS ADDITION NO. 1 SUBDIVISION AGREEMENT AND THE FINAL PLAT OF BME INVESTMENTS ADDITION NO. 1, COMPRISING 1.060-ACRES, MORE OR LESS.

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

Mayor Meyer opened the public hearing for the consideration of the sale of property at 319 West Midwest Avenue. City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

Speaking in support was: Liz Becher, City of Casper Community Development Director; Art Boatright, 1114 South Durbin Street; and Holly Turner, Executive Director Casper Artist's Guild, 1040 West 15th Street. There being no others to speak for or against the issues involving the plat of BME Investments Addition No. 1 the public hearing was closed.

Following resolution read:

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 SE1/4NW1/4 OF SECTION 9, T33N, R79W, 6TH P.M., NATRONA COUNTY, WYOMING TO MIDWEST URBAN DEVELOPMENT PURPOSES PURSUANT TO W.S. §15-1-112(B)(i)(D).

Councilman Powell presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Schlager. Passed.

Mayor Meyer opened the public hearing for the consideration of the issuance of Retail Liquor License No. 36 to Urban Market Wines LLC, d.b.a. Urban Market Wines, located at 319 West Midwest Avenue. City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

Speaking in support was: Liz Becher, City of Casper Community Development Director; and John Griffith, 915 South Lincoln Street. There being no others to speak for or against the issues involving Retail Liquor License No. 36, the public hearing was closed.

Moved by Councilman Sandoval, seconded by Councilman Hedquist, to, by minute action, authorize the issuance of Retail Liquor License No. 36. Councilman Goodenough voted nay. Passed.

Mayor Meyer opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 11 to Midwest Urban Development, LLC, d.b.a. Midwest Market, located at 319 West Midwest Avenue. City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

Speaking in support was: Lauren Griffith, 915 South Lincoln Street. Speaking in opposition was Pat Sweeney, 123 West “E” Street. There being no others to speak for or against the issues involving the issuance of Restaurant Liquor License No. 11, the public hearing was closed.

Moved by Councilman Schlager, seconded by Councilman Sandoval, to, by minute action, authorize the issuance of Restaurant Liquor License No. 11. Passed.

Mayor Meyer opened the public hearing for the consideration of the 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. City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

There being no one to speak for or against the issues involving the transfer of Retail Liquor License No. 8, the public hearing was closed.

Moved by Councilman Bertoglio, seconded by Councilman Cathey, to, by minute action, authorize the transfer of Retail Liquor License No. 8. Council had questions regarding the transfer, so owner, Sonny Pilcher, 4950 Country Club Road addressed Council. Passed.

Mayor Meyer opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 24 to JHT Restaurant Inc., dba Lime Leaf Asian Bistro, located at 845 East 2nd Street. City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

There being no one to speak for or against the issues involving the issuance of Restaurant Liquor License No. 24, the public hearing was closed.

Moved by Councilman Sandoval, seconded by Councilman Schlager, to, by minute action, issue Restaurant Liquor License No. 24. Passed.

Mayor Meyer opened the public hearing for the consideration of the proposed uses of Fiscal Year 2014-2015 Community Development Block Grant (CDBG) funds. City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

Liz Becher, City of Casper Community Development Director and Joy Clark, City of Casper Community Development Technician explained to Council the process used to develop the proposal for uses of the CDBG funding.

Carol Crump, Board Vice President of both CATC and The Bus; Marge Cole, Director, Casper Area Transportation Coalition; and bus rider, Cathy Forsling, spoke in support of CDBG funding provisions for transit services.

Gary Crandall, 647 West Yellowstone Highway spoke in support of the façade grant program and the overall use of CDGB funds.

Ohly and Linda Callies, 1121 South Cherry Street, previous recipients of emergency repair assistance, spoke in support of the programs made possible by the CDBG funds.

There being no others to speak regarding the proposed uses of CDBG funds, the public hearing was closed. Mayor Meyer noted that no action on the proposed uses of the Community Development Block grant funds was required by Council this evening.

Following ordinance was read:

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

Councilman Schlager presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Bertoglio. City Manager Patterson provided a brief report. Passed.

Following ordinance was read:

ORDINANCE NO. 10-14
AN ORDINANCE TO CREATE CASPER MUNICIPAL
CODE 15.40.085.

Councilman Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Bertoglio. City Manager Patterson provided a brief report. Councilmen Hedquist and Sandoval voted nay. Passed.

Following resolution was read:

RESOLUTION NO. 14-111
A RESOLUTION AUTHORIZING CHANGE ORDER
NO. 2 WITH WRIGHT BROTHERS, THE BUILDING
COMPANY, LLC, FOR THE MUNICIPAL GOLF
COURSE MAINTENANCE PROJECT.

Councilman Bertoglio presented the foregoing resolution for adoption. Seconded by Councilman Powell. City Manager Patterson provided a brief report. Passed.

Following resolution was read:

RESOLUTION NO. 14-116
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH RAMSHORN CONSTRUCTION, INC., FOR THE
DAVID STREET AND 8TH STREET IMPROVEMENTS,
PROJECT 13-68.

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

Following resolution was read:

RESOLUTION NO. 14-117
A RESOLUTION APPROVING AMENDMENT NO. 1
TO ICE HOCKEY FACILITY DEVELOPMENT
ESCROW AGREEMENT.

Councilman Bertoglio presented the foregoing resolution for adoption. Seconded by Councilman Powell. City Manager Patterson provided a brief report. Councilman Hopkins and Sandoval voted nay. Passed.

Following resolution was read:

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.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Schlager. City Manager Patterson provided a brief report. Passed.

Following resolution was read:

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.

Councilman Sandoval presented the foregoing resolution for adoption. Seconded by Councilman Powell. City Manager Patterson provided a brief report. Passed.

The following resolutions were considered, by consent agenda:

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.

RESOLUTION NO. 14 -109
A RESOLUTION APPROVING CLOCK DONATION
AGREEMENT.

RESOLUTION NO. 14 -110
A RESOLUTION AUTHORIZING A CONTRACT FOR
PROFESSIONAL SERVICES WITH SIEMENS
ENERGY, INC.

RESOLUTION NO. 14 -112
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH CONCRETE CONSERVATION, INC., FOR THE
2014 MANHOLE REHABILITATION, PROJECT NO.
14 -14

RESOLUTION NO. 14 -113
A RESOLUTION AUTHORIZING AN OUTSIDE -CITY
WATER SERVICE CONTRACT WITH LLOYD B.
PUTMAN.

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 12 STREET WATER MAIN
REPLACEMENT PROJECT.

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.

RESOLUTION NO. 14 -119
A RESOLUTION AUTHORIZING A CONTRACT FOR
PROFESSIONAL SERVICES WITH COMPLETE TREE
SERVICE FOR GROUNDS MAINTENANCE AT
CERTAIN CITY PROPERTIES.

RESOLUTION NO. 14 -121
A RESOLUTION APPROVING A CONTRACT WITH
DOWL HKM, FOR TRAFFIC COUNT DATA
COLLECTION.

Councilman Bertoglio presented the foregoing nine (9) resolutions for adoption. Seconded by Councilman Schlager. Councilman Hedquist abstained from voting on Resolution No. 14-114. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Hopkins, to, by consent minute action, acknowledge the receipt of the summary Proposed FY 2015 Budget; authorize the purchase of floor care equipment from Norco, in the amount of \$39,219.87; rescind the previous award of one new Ford Explorer Interceptor from Fremont Motor Company-Lander, Lander, Wyoming in the amount of \$28,703.81; and authorize the issuance of a taxicab company license to Doug Esterline, d.b.a. NC Cabs, located at 532 East Yellowstone Highway Apartment 1. Passed.

Individuals addressing the Council were: John Kirlin, 1331 South Oakcrest Street, regarding a bicycling accident; Kathryn Kirlin, 3026 Pheasant Drive, regarding bicycling safety; Brad Beebout, South Poplar, regarding bicycling safety; Linda Bergeron, 2352 South Coffman Avenue, regarding federal grant applications; Tom Elliott, 1147 East 'C' Street, regarding taxi and limousine licensing/safety; and Pat Sweeney, 123 West "E" Street, regarding bicycling safety, branch cleanup and liquor licensing.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, May 13 2014, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 20, 2014, in the Council Chambers.

Moved by Councilman Goodenough, seconded by Councilman Sandoval to adjourn into executive session pertaining to personnel. Councilmen Cathey, Goodenough, Hedquist and Sandoval voted aye, all others voted nay. Failed.

Move by Councilman Bertoglio, seconded by Councilman Cathey, to, by minute action adjourn. Passed. The meeting was adjourned at 8:58 p.m.

Bills and Claims

City of Casper

07-May-14 to 20-May-14

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

14-04-249 POSTAGE	\$135.60		
	\$135.60	Subtotal for Dept.	Balefill
14-04-551 POSTAGE	\$6.84		
	\$6.84	Subtotal for Dept.	City Attorney
14-04-250 POSTAGE	\$5.25		
	\$5.25	Subtotal for Dept.	City Manager
14-04-560 POSTAGE	\$1.15		
14-04-259 POSTAGE	\$2.30		
	\$3.45	Subtotal for Dept.	Council
14-04-553 POSTAGE	\$31.79		
	\$31.79	Subtotal for Dept.	Engineering
14-04-555 POSTAGE	\$284.92		
	\$284.92	Subtotal for Dept.	Finance
14-04-255 POSTAGE	\$1.15		
	\$1.15	Subtotal for Dept.	Fort Caspar
14-04-563 POSTAGE	\$33.35		
	\$33.35	Subtotal for Dept.	Health Insurance
14-04-257 POSTAGE	\$122.28		
	\$122.28	Subtotal for Dept.	Ice Arena
14-04-260 POSTAGE	\$93.63		
	\$93.63	Subtotal for Dept.	Municipal Court
14-04-562 POSTAGE	\$149.99		
	\$149.99	Subtotal for Dept.	Police
14-04-565 POSTAGE	\$25.20		
	\$25.20	Subtotal for Dept.	Property & Liability Insurance
14-03-472 POSTAGE	\$26.51		
14-04-265 POSTAGE	\$8.24		
14-04-265 POSTAGE	\$24.71		
14-03-472 POSTAGE	\$8.83		
	\$68.29	Subtotal for Dept.	Recreation
14-04-267 POSTAGE	\$13.58		
	\$13.58	Subtotal for Dept.	Refuse Collection
14-04-268 POSTAGE	\$4.01		
	\$4.01	Subtotal for Dept.	Waste Water
	\$979.33	Subtotal for Vendor	

AAA LANDSCAPING

5764 LANDSCAPING SERVICES	\$45.00		
	\$45.00	Subtotal for Dept.	Balefill
5703 WEED CONTRACT	\$320.66		
5703 HAUL AWAY LITTER/DEBRIS	\$795.84		
	\$1,116.50	Subtotal for Dept.	Code Enforcement
	\$1,161.50	Subtotal for Vendor	

AARON LANTIS

RIN0023715 REFUND FROM NATRONA COUNTY	\$295.05		
	\$295.05	Subtotal for Dept.	General Fund

Bills and Claims

City of Casper

07-May-14 to 20-May-14

\$295.05 Subtotal for Vendor

ADECCO USA, INC.

121967581 LABOR

(\$39.00)

67103158 KITCHEN AIDE

\$424.78

67057524 KITCHEN AIDE

\$1,092.00

\$1,477.78 Subtotal for Dept. Casper Events Center

\$1,477.78 Subtotal for Vendor

ADVANCED THERMAL SOLUTIONS INC.

1332-4255 WALK-IN COOLER REPAIR

\$304.00

1332-4186 REACH IN COOLER REPAIR

\$114.00

1332-4199 FLAT TOP GRILL HEATING ELEMENT

\$114.00

\$532.00 Subtotal for Dept. Golf Course

\$532.00 Subtotal for Vendor

ALI BHUTTO

RIN0023727 TRAVEL EXPENSES

\$490.11

\$490.11 Subtotal for Dept. Waste Water

\$490.11 Subtotal for Vendor

ALLIANT INSURANCE SVCS., INC.

217248 RENEWAL BUSINESS PREMIUM

\$100.00

\$100.00 Subtotal for Dept. Property & Liability Insurance

\$100.00 Subtotal for Vendor

ALLURETECH

61527 WIRELESS INTERNET ACCESS

\$42.00

\$42.00 Subtotal for Dept. City Hall

\$42.00 Subtotal for Vendor

AMERICAN EAGLE CLEANING, LLC

3875 JANITORIAL SERVICES

\$2,150.00

\$2,150.00 Subtotal for Dept. Balefill

\$2,150.00 Subtotal for Vendor

AMERICAN LINEN, INC.

LCAS856902 LAUNDRY

\$69.90

LCAS857075 LAUNDRY

\$276.00

LCAS857796 LAUNDRY

\$39.00

\$384.90 Subtotal for Dept. Casper Events Center

\$384.90 Subtotal for Vendor

AMERIGAS - CASPER

801693345 PROPANE

\$128.46

\$128.46 Subtotal for Dept. Balefill

\$128.46 Subtotal for Vendor

ANDREW NELSON

RIN0023744 TRAVEL EXPENSES

\$102.10

RIN0023744 TRAVEL EXPENSES

\$102.10

\$204.20 Subtotal for Dept. C.A.T.C.

\$204.20 Subtotal for Vendor

Bills and Claims

City of Casper

07-May-14 to 20-May-14

BIG HORN ROOFING, INC.

14318 MISC ROOF REPAIR

\$87.77

\$87.77 Subtotal for Dept. Buildings And Grounds

\$87.77 Subtotal for Vendor

CAN-DO COMPANY

RIN0023716 HYDRANT METER REFUND

\$111.72

\$111.72 Subtotal for Dept. Water

\$111.72 Subtotal for Vendor

CASELLE, INC.

57370 CONTRACT SUPPORT/MAINT JUNE14

\$125.00

\$125.00 Subtotal for Dept. Finance

\$125.00 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.

RIN0023703 BISON/HUNTER MONUMENT LIFE STA

\$67,848.00

\$67,848.00 Subtotal for Dept. Capital Projects

RIN0023703 BISON/HUNTER MONUMENT LIFE STA

\$17,000.00

\$17,000.00 Subtotal for Dept. City Manager

\$84,848.00 Subtotal for Vendor

CASPER STAR TRIBUNE - LEGAL ADS ONLY

979651 AD

\$198.48

979823 AD

\$174.00

979667 AD

\$596.00

\$968.48 Subtotal for Dept. Planning

\$968.48 Subtotal for Vendor

CASPER STAR TRIBUNE - REGULAR ADS ONLY

BAN INT AD

\$830.00

\$830.00 Subtotal for Dept. Police

\$830.00 Subtotal for Vendor

CBS CONSTRUCTORS

002 RETAINAGE PAY SPEEDWAY BLEACHE

(\$1,785.00)

(\$1,785.00) Subtotal for Dept. Capital Projects

002 SPEEDWAY BLEACHER REPLACEMENT

\$35,700.00

\$35,700.00 Subtotal for Dept. Parks

\$33,915.00 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

112593 APRIL 14 WHOLESALE WATER

\$239,299.69

112585 APRIL 14 SYSTEM INVESTMENT FEES

\$13,800.00

\$253,099.69 Subtotal for Dept. Water

\$253,099.69 Subtotal for Vendor

CENTURYLINK

RIN0023697 PHONE USE

\$73.78

RIN0023700 PHONE USE

\$37.01

RIN0023698 PHONE USE

\$110.31

RIN0023699 PHONE USE

\$73.54

Bills and Claims

City of Casper

07-May-14 to 20-May-14

	\$294.64	Subtotal for Dept.	Balefill
RIN0023702 PHONE USE	\$126.26		
RIN0023663 PHONE USE	\$37.01		
RIN0023663 PHONE USE	\$333.09		
	\$496.36	Subtotal for Dept.	Casper Events Center
RIN0023709 PHONE USE	\$38.88		
	\$38.88	Subtotal for Dept.	Cemetery
RIN0023702 PHONE USE	\$33.08		
RIN0023709 PHONE USE	\$148.00		
	\$181.08	Subtotal for Dept.	City Hall
RIN0023702 PHONE USE	\$65.14		
	\$65.14	Subtotal for Dept.	Code Enforcement
RIN0023702 PHONE USE	\$83.46		
RIN0023654 PHONE USE	\$8,657.77		
RIN0023654 PHONE USE	\$447.78		
RIN0023702 PHONE USE	\$64.82		
RIN0023702 PHONE USE	\$61.08		
RIN0023663 PHONE USE	\$1,489.56		
RIN0023702 PHONE USE	\$61.08		
RIN0023663 PHONE USE	\$37.01		
RIN0023702 PHONE USE	\$531.16		
RIN0023663 PHONE USE	\$1,509.72		
RIN0023702 PHONE USE	\$23.26		
RIN0023702 PHONE USE	\$160.14		
RIN0023702 PHONE USE	\$37.01		
RIN0023702 PHONE USE	\$61.08		
RIN0023702 PHONE USE	\$83.46		
	\$13,308.39	Subtotal for Dept.	Communications Center
AP00005705091417 PHONE BILL	\$3,198.64		
AP00013205091417 PHONE USE	\$1,638.68		
AP00014305091417 VOIP PHONE	\$1,580.66		
	\$6,417.98	Subtotal for Dept.	Finance
RIN0023702 PHONE USE	\$65.14		
RIN0023702 PHONE USE	\$65.14		
RIN0023663 PHONE USE	\$74.02		
RIN0023702 PHONE USE	\$74.30		
RIN0023663 PHONE USE	\$37.01		
RIN0023702 PHONE USE	\$65.14		
RIN0023663 PHONE USE	\$37.01		
RIN0023663 PHONE USE	\$37.01		
RIN0023702 PHONE USE	\$65.14		
RIN0023663 PHONE USE	\$37.01		
	\$556.92	Subtotal for Dept.	Fire
RIN0023663 PHONE USE	\$37.01		
RIN0023702 PHONE USE	\$63.10		
	\$100.11	Subtotal for Dept.	Garage
RIN0023702 PHONE USE	\$42.82		
	\$42.82	Subtotal for Dept.	Golf Course
RIN0023663 PHONE USE	\$37.01		

Bills and Claims

City of Casper

07-May-14 to 20-May-14

	\$37.01	Subtotal for Dept.	Human Resources
RIN0023702 PHONE USE	\$65.14		
RIN0023663 PHONE USE	\$79.11		
	\$144.25	Subtotal for Dept.	Parking
RIN0023702 PHONE USE	\$122.14		
RIN0023702 PHONE USE	\$41.81		
	\$163.95	Subtotal for Dept.	Parks
RIN0023702 PHONE USE	\$65.14		
RIN0023702 PHONE USE	\$22.33		
RIN0023702 PHONE USE	\$63.10		
RIN0023663 PHONE USE	\$37.01		
RIN0023702 PHONE USE	\$37.76		
	\$225.34	Subtotal for Dept.	Police
RIN0023663 PHONE USE	\$37.01		
	\$37.01	Subtotal for Dept.	Recreation
RIN0023702 PHONE USE	\$49.85		
RIN0023702 PHONE USE	\$42.85		
RIN0023702 PHONE USE	\$65.14		
RIN0023702 PHONE USE	\$42.85		
RIN0023702 PHONE USE	\$42.85		
RIN0023702 PHONE USE	\$42.85		
RIN0023702 PHONE USE	\$37.76		
RIN0023702 PHONE USE	\$42.85		
RIN0023654 PHONE USE	\$73.52		
RIN0023702 PHONE USE	\$33.42		
RIN0023702 PHONE USE	\$42.85		
	\$516.79	Subtotal for Dept.	Traffic
RIN0023663 PHONE USE	\$36.77		
RIN0023702 PHONE USE	\$1,628.39		
	\$1,665.16	Subtotal for Dept.	Waste Water
RIN0023702 PHONE USE	\$195.12		
RIN0023663 PHONE USE	\$87.39		
RIN0023663 PHONE USE	\$37.01		
	\$319.52	Subtotal for Dept.	Water
RIN0023692 PHONE USE	\$41.76		
	\$41.76	Subtotal for Dept.	Water Treatment Plant
	\$24,653.11	Subtotal for Vendor	
CH DIAGNOSTIC & CONSULTING SVC., INC.			
20140080 MPA TESTING	\$1,285.00		
20140118 MPA TESTING	\$1,240.00		
	\$2,525.00	Subtotal for Dept.	Water Treatment Plant
	\$2,525.00	Subtotal for Vendor	
CHROMASCAPE, INC			
217630 COLORANT FOR MULCH	\$11,585.65		
	\$11,585.65	Subtotal for Dept.	Balefill
	\$11,585.65	Subtotal for Vendor	
CITY TOWING			

Bills and Claims

City of Casper

07-May-14 to 20-May-14

14-131 TOWING

\$85.00

\$85.00 Subtotal for Dept. Police

\$85.00 Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

14-102-02 SURVEYING SERVICES

14-102-02 SURVEYING SERVICES

\$843.00

\$1,952.00

\$2,795.00 Subtotal for Dept. Engineering

\$3,980.25

\$3,980.25 Subtotal for Dept. Traffic

\$6,775.25 Subtotal for Vendor

14-017-01 EAST 2ND ST AND SAM'S CLUB

CLERK OF CIRCUIT COURT

RIN0023714 REISSUE GARNISHMENT CK

\$408.71

\$408.71 Subtotal for Dept. Garage

\$408.71 Subtotal for Vendor

CLOUD, CHRIS

0022063749 DEPOSIT/CREDIT REFUND

0022063749 DEPOSIT/CREDIT REFUND

\$75.00

\$17.16

\$92.16 Subtotal for Dept. Water

\$92.16 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

68358 REPAIRS

68539 STRIP UNIT

68320 REPAIRS

\$49.00

\$196.00

\$477.00

\$722.00 Subtotal for Dept. Police

68540 NEW INSTALL

\$1,551.00

\$1,551.00 Subtotal for Dept. Police Dept

\$2,273.00 Subtotal for Vendor

COMPUTER PROS. UNLIMITED

INV099568 USB'S FOR IMAGING

\$146.00

\$146.00 Subtotal for Dept. Fire

INV099508 APC 750VA 10 OUT BACK-UPS ES

\$119.99

\$119.99 Subtotal for Dept. Fort Caspar

\$265.99 Subtotal for Vendor

COMTRONIX, INC.

AP00004905091417 ALARM MONITORING

\$55.00

\$55.00 Subtotal for Dept. Aquatics

AP00004905091417 ALARM MONITORING

\$52.00

AP00004905091417 ALARM MONITORING

\$26.00

AP00004905091417 ALARM MONITORING

\$40.95

AP00004905091417 ALARM MONITORING

\$26.00

\$144.95 Subtotal for Dept. Balefill

AP00004905091417 ALARM MONITORING

\$26.00

AP00004905091417 ALARM MONITORING

\$26.00

\$52.00 Subtotal for Dept. Casper Events Center

AP00004905091417 ALARM MONITORING

\$26.00

Bills and Claims

City of Casper

07-May-14 to 20-May-14

AP00004905091417 ALARM MONITORING	\$26.00	
AP00004905091417 ALARM MONITORING	\$26.00	
	\$78.00	Subtotal for Dept. City Hall
AP00004905091417 ALARM MONITORING	\$26.00	
	\$26.00	Subtotal for Dept. City Manager
AP00004905091417 ALARM MONITORING	\$26.00	
	\$26.00	Subtotal for Dept. Finance
AP00004905091417 ALARM MONITORING	\$91.95	
	\$91.95	Subtotal for Dept. Fort Caspar
AP00004905091417 ALARM MONITORING	\$26.00	
	\$26.00	Subtotal for Dept. Garage
AP00004905091417 ALARM MONITORING	\$36.00	
	\$36.00	Subtotal for Dept. Ice Arena
AP00004905091417 ALARM MONITORING	\$36.00	
	\$36.00	Subtotal for Dept. Metro Animal
AP00004905091417 ALARM MONITORING	\$39.95	
	\$39.95	Subtotal for Dept. Police
AP00004905091417 ALARM MONITORING	\$36.00	
	\$36.00	Subtotal for Dept. Recreation
	\$647.85	Subtotal for Vendor
CRAWFORD LAW OFFICE, PC		
205 COURT APPOINTED ATTY	\$125.00	
14-CITY-3 COURT APPOINTED ATTY	\$192.50	
14-CITY-4 COURT APPOINTED ATTY	\$182.50	
2014-3 COURT APPOINTED ATTY	\$80.00	
14-CITY-2 COURT APPOINTED ATTY	\$200.00	
	\$780.00	Subtotal for Dept. Municipal Court
	\$780.00	Subtotal for Vendor
DALE BUCKINGHAM ARCHITECTS		
1970 ARCH/ENGINEERING AND CA FOR MU	\$3,593.99	
	\$3,593.99	Subtotal for Dept. Golf Course
	\$3,593.99	Subtotal for Vendor
DAVE LODEN CONSTRUCTION		
RIN0023720 2013 MISC ROOF REPLACEMENTS	\$19,525.75	
	\$19,525.75	Subtotal for Dept. Buildings & Grounds
	\$19,525.75	Subtotal for Vendor
DELL MARKETING LP		
XJDD3PXD9 VLA ACROBAT PRO 11 SOFTWARE	\$748.24	
	\$748.24	Subtotal for Dept. Water
	\$748.24	Subtotal for Vendor
DELTA DENTAL PLAN OF WY.		
RIN0023707 EMPLOYEE DENTAL CLAIMS	\$22,899.60	
	\$22,899.60	Subtotal for Dept. Health Insurance
	\$22,899.60	Subtotal for Vendor
DOWNTOWN DEVELOPMENT AUTHORITY		

Bills and Claims

City of Casper

07-May-14 to 20-May-14

1813 DDA PARKING GARAGE

\$776.72

\$776.72 Subtotal for Dept. Parking

\$776.72 Subtotal for Vendor

ECONOLITE CONTROL PRODUCTS, INC.

112778 CAB16472

\$12,809.43

\$12,809.43 Subtotal for Dept. Property & Liability Insurance

CM29868 CREDIT CONTROLLER REPAIRS

(\$1,559.00)

(\$1,559.00) Subtotal for Dept. Traffic

\$11,250.43 Subtotal for Vendor

ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2014-4 4TH QUTR FY14 ADMIN & INCENT

\$100,000.00

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

\$100,000.00 Subtotal for Vendor

EITEL, CAROLYN

0022063751 DEPOSIT/CREDIT REFUND

\$18.39

\$18.39 Subtotal for Dept. Water

\$18.39 Subtotal for Vendor

ELM, CORY

0022063748 DEPOSIT/CREDIT REFUND

\$57.69

\$57.69 Subtotal for Dept. Water

\$57.69 Subtotal for Vendor

FEHR & PEERS

93088 LONG RANGE TRANSPORTATION PLAN

\$2,867.84

93088 LONG RANGE TRANSPORTATION PLAN

\$27,288.20

\$30,156.04 Subtotal for Dept. Metropolitan Planning

\$30,156.04 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI950599 MERCHANT SERVICES

\$121.28

\$121.28 Subtotal for Dept. Golf Course

REMI950602 MERCHANT SERVICES

\$534.84

\$534.84 Subtotal for Dept. Municipal Court

\$656.12 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0023729 PETTY CASH

\$700.00

\$700.00 Subtotal for Dept. Aquatics

RIN0023732 PETTY CASH

\$5.89

\$5.89 Subtotal for Dept. Communications Center

RIN0023732 PETTY CASH

\$50.00

RIN0023732 PETTY CASH

\$66.40

\$116.40 Subtotal for Dept. Police

RIN0023739 PETTY CASH

\$72.06

\$72.06 Subtotal for Dept. Code Enforcement

RIN0023739 PETTY CASH

\$44.55

RIN0023739 PETTY CASH

\$47.90

RIN0023739 PETTY CASH

\$47.50

Bills and Claims

City of Casper

07-May-14 to 20-May-14

RIN0023739	PETTY CASH	\$153.00		
		\$292.95	Subtotal for Dept.	Planning
RIN0023742	PETTY CASH	\$18.90		
RIN0023742	PETTY CASH	\$23.64		
		\$42.54	Subtotal for Dept.	Parks
RIN0023742	PETTY CASH	\$35.00		
RIN0023742	PETTY CASH	\$17.27		
		\$52.27	Subtotal for Dept.	Streets
RIN0023745	PETTY CASH	\$230.00		
		\$230.00	Subtotal for Dept.	Municipal Court
		\$1,512.11	Subtotal for Vendor	
FLEUR TREMEL				
RIN0023743	TRAVEL EXPENSES	\$320.90		
RIN0023721	TRAVEL EXPENSES	\$11.14		
		\$332.04	Subtotal for Dept.	City Manager
		\$332.04	Subtotal for Vendor	
FOOD SVCS OF AMERICA				
4658271	OPERATING SUPPLIES-CATERING	\$71.74		
		\$71.74	Subtotal for Dept.	Casper Events Center
		\$71.74	Subtotal for Vendor	
GARDNER, TODD/NICOLE				
0022063754	DEPOSIT/CREDIT REFUND	\$49.16		
		\$49.16	Subtotal for Dept.	Water
		\$49.16	Subtotal for Vendor	
GARY MARSH, INC.				
350	GREEN & CART FEES - APRIL 2014	\$8,602.20		
		\$8,602.20	Subtotal for Dept.	Golf Course
		\$8,602.20	Subtotal for Vendor	
GBS BENEFITS, INC.				
294407	CONSULTING INSTALL 7/13-7/14	\$1,000.00		
		\$1,000.00	Subtotal for Dept.	Health Insurance
		\$1,000.00	Subtotal for Vendor	
GOBLE SAMPSON ASSOC. INC.				
BINV0004224	TRIAL ELEMENT FOR POLYI TANK	\$314.32		
		\$314.32	Subtotal for Dept.	Water Treatment Plant
		\$314.32	Subtotal for Vendor	
GOLDER ASSOCIATES				
382456	LANDFILL GAS COLLECTION & CONT	\$5,383.81		
382644	BIOSOLIDS COMPOSTING/UNLINE C&	\$6,898.50		
381329	ASSESSMENT OF CORRECTIVE MEASU	\$4,113.00		
		\$16,395.31	Subtotal for Dept.	Balefill
		\$16,395.31	Subtotal for Vendor	
GSG ARCHITECTURE				
17567	FIRE STATION 2 REPLACEMENT DES	\$5,366.55		

Bills and Claims

City of Casper

07-May-14 to 20-May-14

17553 DESIGN OF SOLID WASTE SANITATI

\$5,366.55 Subtotal for Dept. Fire
\$10,331.25
\$10,331.25 Subtotal for Dept. Refuse Collection
\$15,697.80 Subtotal for Vendor

HEIN-BOND, LLC

14-014 STUCKENHOFF REDESIGN

RIN0023710 PROFESSIONAL SERVICES FOR PARK
RIN0023710 PROFESSIONAL SERVICES FOR PARK

\$2,700.00
\$2,700.00 Subtotal for Dept. Parks
\$9,838.49
\$11,549.53
\$21,388.02 Subtotal for Dept. Planning
\$24,088.02 Subtotal for Vendor

HENDERSON, AUBREY/JOSH

0022063753 DEPOSIT/CREDIT REFUND

\$16.06
\$16.06 Subtotal for Dept. Water
\$16.06 Subtotal for Vendor

HEWLETT PACKARD

54216181 LAPTOP COMPUTER & DOCK STN

54263639 MONITOR

54216281 COMPUTER
54193413 TOWER WORKSTATION
54216462 COMPUTER

54205494 COMPUTER

\$1,043.91
\$1,043.91 Subtotal for Dept. Casper Events Center
\$195.00
\$195.00 Subtotal for Dept. Code Enforcement
\$1,303.17
\$818.54
\$948.91
\$3,070.62 Subtotal for Dept. Finance
\$965.20
\$965.20 Subtotal for Dept. Police
\$5,274.73 Subtotal for Vendor

HOMAX OIL SALES, INC.

0236326-IN FUEL

0233236-IN FUEL

CL54388 FUEL
CL54387 FUEL

\$29,292.97
\$29,292.97 Subtotal for Dept. Balefill
\$10,591.48
\$10,591.48 Subtotal for Dept. Hogadon
\$1,536.55
\$5,906.13
\$7,442.68 Subtotal for Dept. Water
\$47,327.13 Subtotal for Vendor

INFORMATION SYSTEMS CONSULTING, INC.

SIN005823 WIRELESS ACCESS FOR MDC

\$964.21
\$964.21 Subtotal for Dept. Police
\$964.21 Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

12199 SUMP PUMP REPAIRS TO OZONE DET

\$748.59
\$748.59 Subtotal for Dept. Water Treatment Plant
\$748.59 Subtotal for Vendor

Bills and Claims

City of Casper

07-May-14 to 20-May-14

KCWY-TV

11845-1 GOLF ADVERTISING

\$442.00
\$442.00 Subtotal for Dept. Golf Course
\$442.00 Subtotal for Vendor

KEVIN KNOPIK

RIN0023741 TRAVEL EXPENSES

\$256.38
\$256.38 Subtotal for Dept. Traffic
\$256.38 Subtotal for Vendor

KEVIN KRAFT

RIN0023701 FUEL EXPENSE/PLASTICS RECYCLE

\$140.00
\$140.00 Subtotal for Dept. Refuse Collection
\$140.00 Subtotal for Vendor

KIWANIS CLUB

4787 DUES

\$43.75
\$43.75 Subtotal for Dept. Parks

4787 DUES

\$43.75
\$43.75 Subtotal for Dept. Sewer

4787 DUES

\$43.75
\$43.75 Subtotal for Dept. Waste Water

4787 DUES

\$43.75
\$43.75 Subtotal for Dept. Weed And Pest
\$175.00 Subtotal for Vendor

LABOR READY CENTRAL, INC.

18275922 MAINTENANCE PERSONNEL

18289129 MAINTENANCE PERSONNEL

\$1,979.35
\$702.35
\$2,681.70 Subtotal for Dept. Casper Events Center
\$2,681.70 Subtotal for Vendor

LEWIS FLEETWOOD

RIN0023691 BOOT REIMBURSEMENT

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

LILLARD & CLARK - WY.

RIN0023726 WWTP UPGRADE PH I GRANT

\$226,980.00

RIN0023712 WWTP UPGRADE PH I GRANT

\$245,400.00

RIN0023712 RETAINAGE WWTP HEADWORKS PAY 2

(\$7,819.00)

\$464,561.00 Subtotal for Dept. Waste Water
\$464,561.00 Subtotal for Vendor

LINA

RIN0023706 MAY PREM/LIFE RETIREES & DEP

\$290.54
\$290.54 Subtotal for Dept. Health Insurance

RIN0023657 APR PREM EMPLOY #4912-FLECK

\$24.40
\$24.40 Subtotal for Dept. Water
\$314.94 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES

Bills and Claims

City of Casper

07-May-14 to 20-May-14

JC120096 VMS AND CARD ACCESS SYSTEM -	\$10,512.66		
	\$10,512.66	Subtotal for Dept.	Balefill
JC120096 VMS AND CARD ACCESS SYSTEM -	\$6,155.60		
	\$6,155.60	Subtotal for Dept.	Garage
JC120096 VMS AND CARD ACCESS SYSTEM -	\$9,158.36		
	\$9,158.36	Subtotal for Dept.	Waste Water
JC120096B WTP PORTION OF SECURITY UPGRAD	\$1,608.08		
	\$1,608.08	Subtotal for Dept.	Water Treatment Plant
	\$27,434.70	Subtotal for Vendor	
MANPOWER, INC.			
27000729 CASHIER	\$1,961.21		
	\$1,961.21	Subtotal for Dept.	Casper Events Center
	\$1,961.21	Subtotal for Vendor	
MASTERCARD			
RIN0023695 MANAGER TRAVEL	\$109.81		
RIN0023696 MANAGER TRAVEL	\$540.48		
RIN0023695 TRAVEL EXPENSE	\$18.50		
	\$668.79	Subtotal for Dept.	City Manager
RIN0023695 MEETINGS EXPENSE	\$273.61		
	\$273.61	Subtotal for Dept.	Council
	\$942.40	Subtotal for Vendor	
MCMURRY READY MIX			
216363 ULTRA FIBER	\$406.00		
216364 ULTRA FIBER	\$174.00		
	\$580.00	Subtotal for Dept.	Streets
	\$580.00	Subtotal for Vendor	
MICHAEL AMICK			
RC00001000187596 BOOT REIMBURSEMENT	\$50.85		
	\$50.85	Subtotal for Dept.	Water
	\$50.85	Subtotal for Vendor	
MICKEY SPAULDING			
RIN0023748 TRAVEL EXPENSES	\$348.00		
	\$348.00	Subtotal for Dept.	Metro Animal
	\$348.00	Subtotal for Vendor	
MID-CENTURY INS COMPANY			
RIN0023658 REFUND OVER PAYMENT	\$130.65		
	\$130.65	Subtotal for Dept.	Property & Liability Insurance
	\$130.65	Subtotal for Vendor	
MODERN ELECTRIC CORP.			
105015 LIFESTEPS BLDG B BALLAST REPL	\$416.25		
	\$416.25	Subtotal for Dept.	Life Steps Campus
	\$416.25	Subtotal for Vendor	
MORRISON-MAIERLE, INC			
147212 WEST BELT LOOP LAND USE,	\$38,792.83		

Bills and Claims

City of Casper

07-May-14 to 20-May-14

147212 WEST BELT LOOP LAND USE,

\$4,076.91

\$42,869.74 Subtotal for Dept. Metropolitan Planning

\$42,869.74 Subtotal for Vendor

MOTOROLA SOLUTIONS

41193028 RADIO'S RRT2 GRANT FY12/#10

\$85,336.40

\$85,336.40 Subtotal for Dept. Special Assistance

\$85,336.40 Subtotal for Vendor

MURDOCK LAW FIRM

RIN0023641 COURT APPOINTED ATTY

\$500.00

\$500.00 Subtotal for Dept. Municipal Court

\$500.00 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

452668 FSA PLAN ADMIN FEES/APRIL

\$421.85

\$421.85 Subtotal for Dept. Health Insurance

\$421.85 Subtotal for Vendor

NATL ALLIANCE FOR DRUG ENDANGERED CHILDREN

EN200 METH CONF SPEAKER COSTS

\$3,000.00

\$3,000.00 Subtotal for Dept. Police Grants

\$3,000.00 Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

4702 TECHNICAL ASSISTANCE

\$833.33

\$833.33 Subtotal for Dept. Council

\$833.33 Subtotal for Vendor

NATRONA COUNTY CLERK

971317 RECORDING

\$45.00

\$45.00 Subtotal for Dept. Engineering

971317 RECORDING

\$102.00

\$102.00 Subtotal for Dept. Planning

971317 RECORDING

\$72.00

\$72.00 Subtotal for Dept. Water

\$219.00 Subtotal for Vendor

NELSON ENGINEERING

40177 DESIGN & C/A FORT CASPAR UNDER

\$17,324.25

\$17,324.25 Subtotal for Dept. Fort Caspar

\$17,324.25 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

LN-295236 UNIFORMS

\$99.95

NE29959 UNIFORMS

\$175.85

\$275.80 Subtotal for Dept. Police

\$275.80 Subtotal for Vendor

NEW DAWN TECHNOLOGIES

902 SOFTWARE

\$2,450.00

\$2,450.00 Subtotal for Dept. Municipal Court

Bills and Claims

City of Casper

07-May-14 to 20-May-14

\$2,450.00 Subtotal for Vendor

NEWCOM TECHNOLOGIES

45482 CEMETERY MGMT PROGRAM
45558 PHASE II OF SOFTWARE

\$10,062.00
\$6,650.00
\$16,712.00 Subtotal for Dept. Cemetery
\$16,712.00 Subtotal for Vendor

NORMAN RENNICH

RIN0023648 NORMAN RENNICH BOOTS

\$71.93
\$71.93 Subtotal for Dept. Streets
\$71.93 Subtotal for Vendor

ONE CALL OF WY.

35077 APRIL 14 LOCATE TICKETS

\$318.26
\$318.26 Subtotal for Dept. Sewer

35077 APRIL 14 LOCATE TICKETS

\$388.99
\$388.99 Subtotal for Dept. Water
\$707.25 Subtotal for Vendor

P-CARD VENDORS

00011627 Amazon.com - Purchase
00011660 ATLAS OFFICE PRODUCTS - Purcha
00011660 ATLAS OFFICE PRODUCTS - Purcha

00011295 OREILLY AUTO 00031559 - Purch
00010992 AIRGAS CENTRAL - Purchase
00011367 EXXONMOBIL 47737010 - Purch
00011021 BAILEYS ACE HARDWARE - Purchas
00011465 BLIMPIE SUBS & SALAQPS - Purch
00011349 MICHAELS FENCE & SUPPL - Purch
00010902 BAILEYS ACE HARDWARE - Purchas
00011241 SEARS ROEBUCK 2341 - Purchas
00011314 HOMAX OIL SALES INC - Purchase
00011265 THE VAC SHACK INC - Purchase
00011417 MOUNTAIN STATES LITHOG - Purch
00011311 BRATTIS MEAT MARKET - Purchase
00011328 SONNY'S RV SALES INC - Purchas
00011043 HOSE & RUBBER SUPPLY - Purchas
00011233 SQ ATLANTIC ELECTRIC, - Purch
00011072 BAILEYS ACE HARDWARE - Purchas
00011224 THE VAC SHACK INC - Purchase
00011334 CURRENT COMPONENTS INC - Purch
00011070 HOSE & RUBBER SUPPLY - Purchas
00011544 POWER EQUIPMENT CO CAS - Purch
00011543 CMI-TECO - Purchase
00011631 MENARDS CASPER - Purchase
00011297 OREILLY AUTO 00031559 - Credi
00011284 SPORTSMANS WAREHOUSE 1 - Purch
00011280 OREILLY AUTO 00031559 - Purch
00011607 SAMSClub #6425 - Purchase

\$39.99
\$41.15
\$41.12
\$122.26 Subtotal for Dept. Aquatics
\$4.36
\$120.72
\$31.92
\$27.98
\$257.28
\$130.96
\$23.49
\$12.58
\$990.40
\$38.00
\$799.85
\$90.00
\$155.71
\$14.74
\$774.57
\$127.76
\$5.99
\$353.51
\$164.93
\$152.96
\$19.06
\$11.34
(\$4.58)
\$174.21
\$4.58
\$66.19

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011637 ALBERTSONS - Purchase	\$28.56		
00011758 HONNEN EQUIPMENT - Purchase	\$29.36		
00010742 WYOMING STEEL AND RECY - Purch	\$652.80		
00011562 HOWARD SUPPLY COMPANY - Purcha	\$171.45		
00011751 QUALITY OFFICE SOLUTIO - Purch	\$182.00		
00011758 HONNEN EQUIPMENT - Purchase	\$120.50		
00011758 HONNEN EQUIPMENT - Purchase	\$27.83		
00011418 ATLAS OFFICE PRODUCTS - Purcha	\$28.70		
00011460 ALBERTSONS - Purchase	\$11.97		
00011731 BEARING BELTCHAIN00244 - Purch	\$14.98		
00011104 BAILEYS ACE HARDWARE - Purchas	\$15.88		
00011369 LOAF N JUG #0131 Q81 - Purch	\$15.00		
00011430 SAMSClub #6425 - Purchase	\$45.62		
00011134 CASPER TIRE - Purchase	\$99.00		
00011397 GC BUILDING SUPPLY INC - Purch	\$1,480.46		
00011447 WM SUPERCENTER #3778 - Purchas	\$15.84		
00011324 BAILEYS ACE HARDWARE - Purchas	\$38.95		
00011455 METECH, INC. - Purchase	\$3,893.32		
00011310 BEST BUY 00015271 - Purch	\$49.99		
00011414 SAMSClub #6425 - Purchase	\$169.99		
00011168 ATLAS OFFICE PRODUCTS - Purcha	\$147.87		
00011437 DOLRTREE 3851 00038513 - Purch	\$34.00		
00011118 BEARING BELTCHAIN00244 - Purch	\$366.19		
	\$12,188.77	Subtotal for Dept.	Balefill
00011068 CASPER WINNELSON CO - Credit	(\$57.08)		
00011710 PRAIRIE PELLA WY LLC - Purchas	\$35.00		
00011764 BAILEYS ACE HARDWARE - Purchas	\$4.29		
00011497 WW GRAINGER - Purchase	\$42.47		
00011502 CASPER WINNELSON CO - Purchase	\$318.50		
00011565 SUTHERLANDS 2219 - Purchase	\$5.99		
00011422 CRESCENT ELECTRIC 103 - Purcha	\$59.74		
00011573 HOUSTON SUPPLY 20 - Purchase	\$39.94		
00011472 DENNIS SUPPLY COMPAN - Purchas	\$39.52		
00011568 CASPER WINNELSON CO - Purchase	\$11.96		
00011449 WW GRAINGER - Purchase	\$1.44		
00011108 CASPER WINNELSON CO - Credit	(\$57.08)		
00011716 HOMAX OIL SALES INC - Purchase	\$429.20		
00011686 WW GRAINGER - Purchase	\$73.28		
00011412 CASPER WINNELSON CO - Purchase	\$108.94		
00010908 CASPER WINNELSON CO - Purchase	\$57.08		
00011650 XPEDX-INTL PAPER - Purchase	\$632.00		
00011526 DENNIS SUPPLY COMPAN - Purchas	\$273.00		
00011659 NORCO INC - Purchase	\$191.70		
00011620 XPEDX-INTL PAPER - Purchase	\$150.81		
00011420 TOOLBARN - TOOL PARTS - Purcha	\$9.84		
	\$2,370.54	Subtotal for Dept.	Buildings And Grounds
00011494 PIONEER REVERE 8008771 - Credi	(\$326.56)		
00010736 PIONEER REVERE 8008771 - Purch	\$620.56		
00011161 ARBOR ROCK - Purchase	\$4,915.20		
00011486 PIONEER REVERE 8008771 - Purch	\$280.00		

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011492 PIONEER REVERE 8008771 - Credi	(\$294.00)	
00011483 PIONEER REVERE 8008771 - Purch	\$311.00	
00011162 BEACON ATHLETICS - Purchase	\$327.04	
00011548 COMMERCIAL FLOORING C2 - Purch	\$2,502.34	
00011448 GROWTH PRODUCTS - Purchase	\$3,581.02	
	\$11,916.60	Subtotal for Dept. Capital Projects
00011696 MENARDS CASPER - Purchase	\$15.00	
00011598 WW GRAINGER - Purchase	\$60.00	
00011676 FACEBK FHUY26SWR2 - Purchase	\$127.02	
00011676 FACEBK FHUY26SWR2 - Purchase	\$95.81	
00011676 FACEBK FHUY26SWR2 - Purchase	\$165.22	
00011438 WW GRAINGER - Purchase	\$52.40	
00011468 ALBERTSONS - Purchase	\$57.36	
00011539 ALBERTSONS - Purchase	\$26.57	
00011531 NORCO INC - Purchase	\$30.52	
00010608 WILSONS LODGE OGLEBAY - Purcha	\$2,370.72	
00011408 ALBERTSONS - Purchase	\$117.25	
00011487 ALBERTSONS - Purchase	\$46.49	
00011223 CASPER STAR TRIBUNE - Purchase	\$161.85	
00011691 USPS 57155809430310940 - Purch	\$12.35	
00011743 WW GRAINGER - Purchase	\$1,047.84	
00011354 CHARTER COMM - Purchase	\$140.45	
00011401 SAMSCLUB #6425 - Purchase	\$311.95	
00011401 SAMSCLUB #6425 - Purchase	\$26.94	
00011398 ALBERTSONS - Purchase	\$62.26	
00011394 WAL-MART #1617 - Purchase	\$11.88	
00011394 WAL-MART #1617 - Purchase	\$292.22	
00011487 ALBERTSONS - Purchase	\$21.96	
	\$5,254.06	Subtotal for Dept. Casper Events Center
00011721 MOUNTAIN STATES LITHOG - Purch	\$96.90	
00011319 FLEMING SUPPLY - Purchase	\$6.84	
00011301 CPS DISTRIBUTORS INC C - Purch	\$161.99	
00011308 CPS DISTRIBUTORS INC C - Purch	\$2.32	
00011694 VOLVO OF MILLS - Purchase	\$72.56	
	\$340.61	Subtotal for Dept. Cemetery
00011557 ATLAS OFFICE PRODUCTS - Purcha	\$65.54	
00011595 ATLAS OFFICE PRODUCTS - Purcha	\$112.80	
00011646 TRANSCRIPTIONGEAR - Purchase	\$29.12	
	\$207.46	Subtotal for Dept. City Attorney
00011451 BAILEYS ACE HARDWARE - Purchas	\$7.98	
00011601 MENARDS CASPER - Purchase	\$171.69	
00011707 SUTHERLANDS 2219 - Purchase	\$136.93	
00011623 MENARDS CASPER - Purchase	\$235.42	
00011712 SUTHERLANDS 2219 - Purchase	\$47.98	
00011651 MENARDS 3243 CASPER - Credit	(\$235.42)	
00011658 GENERAL SHALE-CASPE - Purchase	\$45.00	
00011429 THE HOME DEPOT 6001 - Purchase	\$9.94	
	\$419.52	Subtotal for Dept. City Hall
00011004 EILEENS COLOSSAL COOKI - Purch	\$12.90	

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011690 DELTA 00682397716545 - Pur	\$25.00	
00011724 QDOBA #2895 QPS - Purch	\$234.73	
00010980 FEDEX 798472187676 - Purchase	\$28.25	
00010887 CRUM ELECTRIC SUPPLY C - Purch	\$6,000.00	
00010956 ALBERTSONS #2060 - Purchase	\$23.94	
	\$6,324.82	Subtotal for Dept. City Manager
00011255 VZWRLLS IVR VB - Purchase	\$43.78	
	\$43.78	Subtotal for Dept. Code Enforcement
00011389 GUS GLOBALSTAR USA - Purchase	\$343.15	
00011406 STAPLES 00114181 - Purch	\$37.98	
00011292 TW ENTERPRISES INC - Purchase	\$934.32	
	\$1,315.45	Subtotal for Dept. Communications Center
00011592 NATIONWIDE SUPPLY IQPS - Purch	\$6.00	
00011300 J'S PUB & GRILL	\$75.00	
00011255 VZWRLLS IVR VB - Purchase	\$30.00	
	\$111.00	Subtotal for Dept. Council
00011264 XEROX CORPORATION/RBO - Purcha	\$104.83	
00011632 ATLAS OFFICE PRODUCTS - Purcha	\$32.77	
00011348 SUBWAY 03116324 - Purch	\$5.25	
00011255 VZWRLLS IVR VB - Purchase	\$47.08	
00011238 XEROX CORPORATION/RBO - Purcha	\$22.00	
	\$211.93	Subtotal for Dept. Engineering
00011560 ATLAS OFFICE PRODUCTS - Purcha	\$4.90	
00011630 AUDIMATION SERVICES IN - Purch	\$2,010.00	
00011630 AUDIMATION SERVICES IN - Purch	\$2,010.00	
00011481 ATLAS OFFICE PRODUCTS - Purcha	\$19.60	
	\$4,044.50	Subtotal for Dept. Finance
00011247 WAL-MART #1617 - Purchase	\$18.84	
00011446 CASA GRANDE - Purchase	\$24.82	
00011608 A&W WHEATLAND TRAVEL P - Purch	\$7.30	
00011664 ROCKY MOUNTAIN PARK IN - Purch	\$225.00	
00010943 FLEMING SUPPLY - Purchase	\$6.42	
00011490 ROCKY MOUNTAIN PARK IN - Purch	\$13.70	
00011493 ROCKY MOUNTAIN PARK IN - Purch	\$12.70	
00011495 CABLES PUB & GRILL (ES - Purch	\$29.61	
00011609 FIREROCK STEAKHOUSE - Purchase	\$31.13	
00011267 PRAIRIE PELLA WY LLC - Purchas	\$1,056.00	
00011579 NICKY'S STEAKHOUSE - Purchase	\$22.19	
00011549 NICKY'S STEAKHOUSE - Purchase	\$26.61	
00011603 ROCKY MOUNTAIN PARK IN - Purch	\$225.00	
00011461 SHELL OIL 57444189609 - Purcha	\$69.29	
00011772 KISTLER TENT AWNING - Purchas	\$62.70	
00011478 CABLES PUB & GRILL (ES - Purch	\$26.65	
00011477 NORCO INC - Purchase	\$420.00	
00011459 CASA GRANDE - Purchase	\$20.53	
00011564 WARDROBE CLEANERS - Purchase	\$17.50	
00011767 UNITED 01674482776050 - Pur	\$820.00	
00011649 A&W WHEATLAND TRAVEL P - Purch	\$5.07	
00011538 ATLAS OFFICE PRODUCTS - Purcha	\$197.09	

Bills and Claims

City of Casper

07-May-14 to 20-May-14

	\$3,338.15	Subtotal for Dept.	Fire
00011597 GAYLORD BROS INC - Purchase	\$623.22		
00011656 THE HOME DEPOT 6001 - Purchase	\$103.91		
00011625 AMERICANA SOUVENIRS - Purchase	\$288.16		
	\$1,015.29	Subtotal for Dept.	Fort Caspar
00011092 BEARING BELTCHAIN00244 - Credi	(\$68.81)		
00010634 S&S CASPER- PARTS - Purchase	\$6.80		
00011588 HONNEN EQUIPMENT #04 - Purchas	\$230.21		
00010670 DECKER AUTO GLASS - Purchase	\$170.07		
00010747 BEARING BELTCHAIN00244 - Purch	\$9.99		
00011523 JACKS TRUCK AND EQUPMT - Purch	\$38.06		
00011527 DECKER AUTO GLASS - Purchase	\$201.48		
00011499 WHITES MOUNTAIN - Credit	(\$308.75)		
00011474 JACKS TRUCK AND EQUPMT - Purch	\$6.96		
00011559 EXTREME TRUCK INC - Purchase	\$1,542.75		
00010743 CMI-TECO - Credit	(\$250.00)		
00011535 JACKS TRUCK AND EQUPMT - Purch	\$531.90		
00011489 WHITES MOUNTAIN - Credit	(\$24.92)		
00010825 BEARING BELTCHAIN00244 - Purch	\$24.60		
00011081 BEARING BELTCHAIN00244 - Purch	\$169.09		
00010866 ACCO BRANDS DIRECT - Purchase	\$60.75		
00010858 HUSKER POWER PRODUCTS - Purcha	\$272.62		
00010719 BEARING BELTCHAIN00244 - Purch	\$41.97		
00010823 BEARING BELTCHAIN00244 - Purch	\$37.68		
00011520 BEARING BELTCHAIN00244 - Purch	\$4.20		
00010999 GREINER MOTOR COMPANY - Credit	(\$70.00)		
00011585 TIRE PROFESSIONALS INC - Purch	\$3,870.26		
00011505 BEARING BELTCHAIN00244 - Purch	\$79.36		
00011534 JACKS TRUCK AND EQUPMT - Purch	\$106.59		
00011532 PRAIRIE PELLA WY LLC - Credit	(\$405.00)		
00010975 BEARING BELTCHAIN00244 - Purch	\$23.64		
00010870 GREINER MOTOR COMPANY - Purcha	\$87.68		
00010941 NUTECH SPECIALTIES INC - Purch	\$245.30		
00011445 DRIVE TRAIN INDUSTRIES - Purch	\$87.12		
00011427 DRIVE TRAIN INDUSTRIES - Purch	\$11.63		
00011762 MENARDS CASPER - Purchase	\$43.98		
00011524 BEARING BELTCHAIN00244 - Credi	(\$4.20)		
00010953 WYOMING MACHINERY CO - Purchas	\$216.82		
00011569 SYN-TECH SYSTEMS - Purchase	\$71.96		
00010642 WYOMING MACHINERY CO - Credit	(\$90.34)		
00010714 AMERI-TECH EQUIPMENT C - Credi	(\$111.99)		
00011758 HONNEN EQUIPMENT - Purchase	(\$272.36)		
00011078 WW GRAINGER - Purchase	\$90.20		
00011593 BEST BUY 00015271 - Purch	\$224.98		
00010946 GOODYEAR COMMERCIAL TI - Purch	\$638.20		
00010735 BEARING BELTCHAIN00244 - Purch	\$24.60		
00011590 STOTZ EQUIPMENT - Purchase	\$325.93		
00011552 GREINER MOTOR COMPANY - Purcha	\$114.96		
00011761 CMI-TECO - Purchase	\$694.58		
00011599 HENSLEY BATTERY & ELEC - Purch	\$88.23		

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00010828	HENSLEY BATTERY & ELEC - Purch	\$212.82
00011600	WAL-MART #3778 - Purchase	\$39.84
00011567	BEARING BELTCHAIN00244 - Purch	\$12.09
00010990	WYOMING MACHINERY CO - Purchas	\$127.31
00011525	GREINER MOTOR COMPANY - Purcha	\$356.97
00010746	DRIVE TRAIN INDUSTRIES - Purch	\$13.53
00011703	DRIVE TRAIN INDUSTRIES - Purch	\$82.30
00011765	JACKS TRUCK AND EQUPMT - Purch	\$9.04
00011514	AMERI-TECH EQUIPMENT C - Purch	\$792.00
00011031	BEARING BELTCHAIN00244 - Credi	(\$44.50)
00011698	GREINER MOTOR COMPANY - Purcha	\$534.16
00010852	BEARING BELTCHAIN00244 - Purch	\$60.60
00011036	BEARING BELTCHAIN00244 - Purch	\$41.99
00010859	BEARING BELTCHAIN00244 - Purch	\$14.52
00011431	BEARING BELTCHAIN00244 - Purch	\$9.99
00011755	GREINER MOTOR COMPANY - Purcha	\$149.72
00010860	JB MACHINE MFG INC - Purchase	\$352.50
00010986	CMI-TECO - Purchase	\$726.34
00010677	BEARING BELTCHAIN00244 - Purch	\$27.77
00011287	BEARING BELTCHAIN00244 - Purch	\$12.34
00011325	BEARING BELTCHAIN00244 - Purch	\$79.99
00010667	KELLYS ALIGNMENT AND B - Purch	\$53.00
00011329	ADVANCED HYDRAULIC & M - Purch	\$44.38
00011373	AMBI MAIL AND MARKETIN - Purch	\$203.10
00011434	GREINER MOTOR COMPANY - Purcha	\$708.92
00011368	CAPITAL BUSINESS SYSTE - Purch	\$20.00
00011699	CMI-TECO - Purchase	\$347.61
00011339	WM SUPERCENTER #3778 - Purchas	\$69.72
00010952	WW GRAINGER - Purchase	\$71.68
00011343	BEARING BELTCHAIN00244 - Purch	\$2.12
00011346	MIDLAND IMPLEMENT CO - Purchas	\$197.85
00011288	IN PETERSON EQUIPMENT - Purch	\$892.77
00011444	BEARING BELTCHAIN00244 - Credi	(\$90.25)
00011332	CMI-TECO - Purchase	\$34.18
00011464	DRIVE TRAIN INDUSTRIES - Purch	\$85.52
00011124	DRIVE TRAIN INDUSTRIES - Purch	\$36.70
00011361	DRIVE TRAIN INDUSTRIES - Purch	\$215.91
00011171	DRIVE TRAIN INDUSTRIES - Purch	\$36.91
00011261	OSHKOSH CORP MCNEILUS - Purcha	\$253.75
00011727	DRIVE TRAIN INDUSTRIES - Purch	\$1.98
00011366	BEARING BELTCHAIN00244 - Purch	\$36.42
00011341	AMERI-TECH EQUIPMENT C - Purch	\$235.75
00011177	DRIVE TRAIN INDUSTRIES - Purch	\$209.84
00010611	HONNEN EQUIPMENT #04 - Purchas	\$484.02
00010905	CASPER TIRE - Purchase	\$232.00
00011770	STOTZ EQUIPMENT - Purchase	\$142.92
00011156	WYOMING MACHINERY CO - Purchas	\$439.12
00011768	MYERS TIRE SUPPLY - Purchase	\$38.86
00011528	BEARING BELTCHAIN00244 - Purch	\$27.76
00011163	DRIVE TRAIN INDUSTRIES - Purch	\$103.84

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011289	POWER EQUIPMENT CO CAS - Purch	\$1,486.80
00011294	HENSLEY BATTERY & ELEC - Purch	\$532.05
00011099	BEARING BELTCHAIN00244 - Purch	\$13.80
00011085	BEARING BELTCHAIN00244 - Purch	\$29.00
00011439	DRIVE TRAIN INDUSTRIES - Purch	\$65.26
00011503	JACKS TRUCK AND EQUPMT - Purch	\$114.41
00010920	DRIVE TRAIN INDUSTRIES - Purch	\$22.70
00010685	GREINER MOTOR COMPANY - Purcha	\$118.80
00011333	BEARING BELTCHAIN00244 - Purch	\$40.24
00011030	DRIVE TRAIN INDUSTRIES - Purch	\$3.60
00011496	MACDONALD EQUIPMENT CO - Purch	\$69.07
00011484	JACKS TRUCK AND EQUPMT - Purch	\$68.67
00010930	BEARING BELTCHAIN00244 - Purch	\$92.47
00011232	GOODYEAR COMMERCIAL TI - Purch	\$1,304.50
00011537	HONNEN EQUIPMENT #04 - Purchas	\$159.50
00010666	STOTZ EQUIPMENT - Purchase	\$357.60
00011473	CASPER FIRE EXTINGUISH - Purch	\$437.20
00011056	GOODYEAR COMMERCIAL TI - Purch	\$186.25
00011062	THE HOME DEPOT 6001 - Purchase	\$80.87
00011136	FLEMING SUPPLY - Purchase	\$19.96
00011069	BEARING BELTCHAIN00244 - Purch	\$741.98
00011129	BEARING BELTCHAIN00244 - Purch	\$43.29
00011052	WHELEN ENGINEERING CO - Purcha	\$1,297.80
00011244	MIDLAND IMPLEMENT CO - Purchas	\$1,215.44
00010660	MIDLAND IMPLEMENT CO - Purchas	\$30.22
00011029	BEARING BELTCHAIN00244 - Purch	\$69.30
00010987	WEAR PARTS INC - Purchase	\$20.20
00011048	BEARING BELTCHAIN00244 - Purch	\$30.86
00010982	WYOMING MACHINERY CO - Purchas	\$46.66
00011255	VZWRLSS IVR VB - Purchase	\$21.25
00011321	STOTZ EQUIPMENT - Purchase	\$60.43
00011226	BEARING BELTCHAIN00244 - Purch	\$69.27
00010658	DECKER AUTO GLASS - Purchase	\$211.43
00010647	GREINER MOTOR COMPANY - Purcha	\$68.48
00011550	JACKS TRUCK AND EQUPMT - Purch	\$82.97
00010646	WHITES MOUNTAIN - Purchase	\$55.55
00010720	WW GRAINGER - Purchase	\$94.35
00010958	BAILEYS ACE HARDWARE - Purchas	\$84.75
00010968	BAILEYS ACE HARDWARE - Purchas	\$59.90
00011254	BEARING BELTCHAIN00244 - Purch	\$24.15
00011227	BEARING BELTCHAIN00244 - Purch	\$15.49
00011237	HENSLEY BATTERY & ELEC - Purch	\$88.52
00011095	HENSLEY BATTERY & ELEC - Purch	\$79.82
00010976	WYOMING MACHINERY CO - Purchas	\$98.54
00011243	BEARING BELTCHAIN00244 - Purch	\$0.70
00010639	INLAND TRUCK PARTS #35 - Purch	\$492.27
00010659	KELLYS ALIGNMENT AND B - Purch	\$53.00
00011112	HENSLEY BATTERY & ELEC - Purch	\$177.04
00011187	WW GRAINGER - Purchase	\$44.48
00010609	INLAND TRUCK PARTS #35 - Purch	\$319.80

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011584	GREINER MOTOR COMPANY - Credit	(\$68.29)
00011450	PRAIRIE PELLA WY LLC - Purchas	\$6.12
00010661	GREINER MOTOR COMPANY - Purcha	\$365.27
00011409	MENARDS 3243 CASPER - Credit	(\$53.39)
00011457	DRIVE TRAIN INDUSTRIES - Purch	\$35.15
00010941	NUTECH SPECIALTIES INC - Purch	\$813.68
00010940	DECKER AUTO GLASS - Purchase	\$286.07
00011411	WW GRAINGER - Purchase	\$452.34
00010932	WYOMING AUTOMOTIVE - Purchase	\$14.90
00010620	WYOMING MACHINERY CO - Credit	(\$130.45)
00011094	OSHKOSH CORP MCNEILUS - Purcha	\$80.05
00010900	DAYTON TRANSMISSION LL - Purch	\$986.27
00011456	COMMUNICATION TECHNOLO - Purch	\$362.85
00011211	MIDLAND IMPLEMENT CO - Purchas	\$307.36
00011518	JACKS TRUCK AND EQUIPMT - Purch	\$552.70
00011191	BEARING BELTCHAIN00244 - Purch	\$2.12
00011105	BEARING BELTCHAIN00244 - Purch	\$68.81
00011201	WHITES MOUNTAIN - Purchase	\$314.48
00011202	BEARING BELTCHAIN00244 - Purch	\$191.61
00011760	CMI-TECO - Purchase	\$3,576.47
00011207	BEARING BELTCHAIN00244 - Purch	\$129.41
00010957	SQ SHAD KLINE - Purchase	\$2,965.00
00011288	IN PETERSON EQUIPMENT - Purch	\$943.66
00011111	JACKS TRUCK AND EQUIPMT - Purch	\$38.06
00011456	COMMUNICATION TECHNOLO - Purch	\$345.85
00011377	LARIAT INTERNATIONAL T - Purch	\$38.98
00010942	DECKER AUTO GLASS - Purchase	\$414.28
00011383	BEARING BELTCHAIN00244 - Credi	(\$129.41)
00011107	WYOMING MACHINERY CO - Purchas	\$419.20
00011685	HOSE & RUBBER SUPPLY - Purchas	\$33.00
00011640	CMI-TECO - Credit	(\$562.90)
00010605	OSHKOSH CORP MCNEILUS - Purcha	\$149.65
00011175	INLAND TRUCK PARTS #35 - Purch	\$35.84
00011432	BLOEDORN LUMBER CASPER - Purch	\$237.84
00011662	HENSLEY BATTERY & ELEC - Purch	\$88.23
00011617	WEAR PARTS INC - Purchase	\$13.00
00011353	GREINER MOTOR COMPANY - Purcha	\$35.65
00010621	BEARING BELTCHAIN00244 - Purch	\$172.92
00011758	HONNEN EQUIPMENT - Purchase	\$675.08
00011431	BEARING BELTCHAIN00244 - Purch	\$9.49
00011618	FRANK J. ZAMBONI & CO. - Purch	\$17.71
00010760	DRIVE TRAIN INDUSTRIES - Purch	\$142.59
00011756	BEARING BELTCHAIN00244 - Purch	\$221.98
00010594	DECKER AUTO GLASS - Purchase	\$170.07
00011693	GREINER MOTOR COMPANY - Purcha	\$472.42
00011753	HENSLEY BATTERY & ELEC - Purch	\$45.53
00011049	AMERI-TECH EQUIPMENT C - Purch	\$127.12
00011753	HENSLEY BATTERY & ELEC - Purch	\$45.53
00011752	BEARING BELTCHAIN00244 - Purch	\$176.44
00011745	WHITES MOUNTAIN - Credit	(\$10.00)

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011611	STOTZ EQUIPMENT - Purchase	\$34.92
00011023	HONNEN EQUIPMENT #04 - Purchas	\$26.40
00011028	CMI-TECO - Purchase	\$81.83
00011758	HONNEN EQUIPMENT - Purchase	\$675.08
00011615	SEARS ROEBUCK 2341 - Purchas	\$1,094.94
00011606	BLOEDORN LUMBER CASPER - Purch	\$27.49
00010614	WYOMING MACHINERY CO - Credit	(\$14.18)
00011180	VERMEER SALES & SVCS O - Purch	\$650.60
00011611	STOTZ EQUIPMENT - Purchase	\$77.52
00011714	NORTHWEST FUELS SYSTEM - Purch	\$1,123.00
00011196	GREINER MOTOR COMPANY - Purcha	\$106.40
00011749	OSHKOSH CORP MCNEILUS - Credit	(\$699.83)
00011196	GREINER MOTOR COMPANY - Purcha	\$47.58
00011252	GOODYEAR COMMERCIAL TI - Purch	\$4,793.65
00011725	CRUM ELECTRIC SUPPLY C - Purch	\$3,690.00
00011248	JACKS TRUCK AND EQUIPMT - Purch	\$7.25
00011216	LARIAT INTERNATIONAL T - Purch	\$118.19
00011720	TITAN MACHINERY - CASP - Purch	\$86.30
00011566	SQ ATLANTIC ELECTRIC, - Purch	\$4,050.65
00011231	JACKS TRUCK AND EQUIPMT - Credi	(\$7.25)
00010893	CMI-TECO - Purchase	\$35.98
00011198	WW GRAINGER - Purchase	\$457.65
00011511	JACKS TRUCK AND EQUIPMT - Purch	\$416.06
00011509	AUTOZONE #1294 - Purchase	\$25.18
00011511	JACKS TRUCK AND EQUIPMT - Purch	\$112.19
00010756	BEARING BELTCHAIN00244 - Purch	\$24.60
00011510	DAVID P. MEDLOCK SNAPO - Purch	\$25.55
00011084	HENSLEY BATTERY & ELEC - Purch	\$138.08
00010773	HENSLEY BATTERY & ELEC - Purch	\$88.52
00011290	DRIVE TRAIN INDUSTRIES - Purch	\$69.89
00011122	LARIAT INTERNATIONAL T - Purch	\$62.14
00010786	BEARING BELTCHAIN00244 - Credi	(\$29.10)
00011475	WHITES MOUNTAIN - Purchase	\$498.31
00011176	MACDONALD EQUIPMENT CO - Purch	\$297.25
00011563	BEARING BELTCHAIN00244 - Purch	\$117.70
00010808	BEARING BELTCHAIN00244 - Purch	\$179.13
00010817	AMERI-TECH EQUIPMENT C - Purch	\$55.44
00011184	BRAKE SUPPLY COMPANY I - Purch	\$1,009.74
00011240	STOTZ EQUIPMENT - Purchase	\$967.09
00010653	BEARING BELTCHAIN00244 - Credi	(\$60.00)
00011626	WW GRAINGER - Purchase	\$290.64
00011556	FLEETPRIDE 893 - Purchase	\$59.52
00011700	DECKER AUTO GLASS - Purchase	\$286.07
00011754	GREINER MOTOR COMPANY - Purcha	\$48.32
00011102	WHITES MOUNTAIN - Purchase	\$333.58
00011376	GREINER MOTOR COMPANY - Credit	(\$81.58)
00011655	SUBWAY 03147360 - Purch	\$40.42
00010884	WYOMING MACHINERY CO - Purchas	\$54.68
00011674	SEARS ROEBUCK 2341 - Purchas	\$999.99
00011031	BEARING BELTCHAIN00244 - Credi	(\$64.32)

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011031	BEARING BELTCHAIN00244 - Credi	(\$27.77)
00011507	HONNEN EQUIPMENT #04 - Purchas	\$278.42
00011648	BAILEYS ACE HARDWARE - Purchas	\$22.99
00011488	INDUSTRIAL LUBRICANT C - Purch	\$191.10
00011739	BEARING BELTCHAIN00244 - Purch	\$41.99
00010595	CMI-TECO - Purchase	\$62.44
00010604	WYOMING MACHINERY CO - Credit	(\$236.63)
00010912	GREINER MOTOR COMPANY - Purcha	\$50.83
00010692	BEARING BELTCHAIN00244 - Purch	\$182.40
00010895	WW GRAINGER - Purchase	\$3.96
00011476	DRIVEN POWERSPORTS - Purchase	\$98.68
00011475	WHITES MOUNTAIN - Purchase	\$34.92
00011748	DIAMOND VOGEL PAINT #7 - Purch	\$34.45
00011647	JACKS TRUCK AND EQUIPMT - Purch	\$29.72
00011253	DRIVE TRAIN INDUSTRIES - Purch	\$248.68
00010751	CASPER TIRE - Purchase	\$232.00
00010805	BEARING BELTCHAIN00244 - Purch	\$10.99
00010724	BEARING BELTCHAIN00244 - Purch	\$75.69
00011553	MACDONALD EQUIPMENT CO - Purch	\$97.74
00011335	GREINER MOTOR COMPANY - Credit	(\$180.00)
00010889	CASPER AUTO SUPPLY - Purchase	\$69.84
00010728	WW GRAINGER - Purchase	\$179.44
00010931	WW GRAINGER - Purchase	\$72.04
00010649	AMERI-TECH EQUIPMENT C - Purch	\$870.88
00010750	WW GRAINGER - Purchase	\$40.68
00010698	BEARING BELTCHAIN00244 - Purch	\$52.99
00011219	WW GRAINGER - Purchase	\$55.85
00011027	BEARING BELTCHAIN00244 - Purch	\$7.88
00010603	DRIVE TRAIN INDUSTRIES - Purch	\$3.64
00011663	BEARING BELTCHAIN00244 - Purch	\$51.04
00011347	DRIVE TRAIN INDUSTRIES - Purch	\$93.36
00010954	BEARING BELTCHAIN00244 - Purch	\$176.17
00010599	HONNEN EQUIPMENT #04 - Credit	(\$1,068.19)
00011574	MIDLAND IMPLEMENT CO - Purchas	\$375.33
00011419	BEARING BELTCHAIN00244 - Purch	\$91.75
00010869	AMERI-TECH EQUIPMENT C - Purch	\$515.63
00011106	BEARING BELTCHAIN00244 - Purch	\$8.98
00011323	DRIVE TRAIN INDUSTRIES - Purch	\$493.34
00010883	WYOMING MACHINERY CO - Purchas	\$36.06
00011555	STOTZ EQUIPMENT - Purchase	\$795.94
00010851	BEARING BELTCHAIN00244 - Purch	\$51.51
00011589	JACKS TRUCK AND EQUIPMT - Purch	\$14.50
00011558	SPARTAN ERV - Purchase	\$371.70
00010894	HOSE & RUBBER SUPPLY - Purchas	\$128.49
00011684	DRIVE TRAIN INDUSTRIES - Purch	\$110.03
00011675	STOTZ EQUIPMENT - Purchase	\$320.46
00011758	HONNEN EQUIPMENT - Purchase	\$85.80
00011610	DRIVE TRAIN INDUSTRIES - Purch	\$308.49
00011156	WYOMING MACHINERY CO - Purchas	\$55.19
00010919	DRIVE TRAIN INDUSTRIES - Purch	\$4.99

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011634 BEARING BELTCHAIN00244 - Purch	\$14.69		
00010824 CMI-TECO - Purchase	\$148.47		
00011260 HOWARD SUPPLY COMPANY - Purcha	\$318.47		
00011156 WYOMING MACHINERY CO - Purchas	\$327.58		
00011571 GREINER MOTOR COMPANY - Purcha	\$68.29		
00011628 BEARING BELTCHAIN00244 - Purch	\$11.99		
00011714 NORTHWEST FUELS SYSTEM - Purch	\$664.85		
00011179 BEARING BELTCHAIN00244 - Purch	\$27.92		
00010784 BEARING BELTCHAIN00244 - Purch	\$18.87		
00010782 DRIVE TRAIN INDUSTRIES - Purch	\$245.94		
00011714 NORTHWEST FUELS SYSTEM - Purch	\$122.50		
00011679 AMERI-TECH EQUIPMENT C - Purch	\$925.35		
00011125 BEARING BELTCHAIN00244 - Purch	\$328.62		
	\$75,342.72	Subtotal for Dept.	Garage
00011533 BARGREEN WYOMING 25 - Purchase	\$378.18		
00011204 GROWTH PRODUCTS - Purchase	\$456.00		
00011249 BARGREEN WYOMING 25 - Purchase	\$122.40		
00011612 PIONEER SAND COMPANY - Purchas	\$1,392.89		
00011688 CPS DISTRIBUTORS INC C - Purch	\$101.44		
00011728 CPS DISTRIBUTORS INC C - Purch	\$40.99		
00011676 FACEBK FHUY26SWR2 - Purchase	\$112.15		
00011322 MIDLAND IMPLEMENT CO - Purchas	\$800.60		
00011365 CHARTER COMM - Purchase	\$135.31		
00011747 PAR WEST TURF SERVICES - Purch	\$612.42		
00011742 CPS DISTRIBUTORS INC C - Purch	\$74.05		
00011733 PIONEER SAND COMPANY - Purchas	\$1,421.52		
00011729 HOSE & RUBBER SUPPLY - Purchas	\$15.05		
00011689 CPS DISTRIBUTORS INC C - Purch	\$80.63		
00011203 AUTOZONE #1293 - Purchase	\$6.98		
	\$5,750.61	Subtotal for Dept.	Golf Course
00011393 AIRGAS CENTRAL - Purchase	\$73.89		
00011602 MOUNTAIN UNIFORMS - Purchase	\$656.00		
00011546 ID EDGE INC - Purchase	\$92.20		
00011522 THE HOME DEPOT 6001 - Purchase	\$89.80		
00011708 WW GRAINGER - Credit	(\$599.52)		
00011583 AMERIGAS propane - Purchas	\$1,649.45		
00011255 VZWRLLS IVR VB - Purchase	\$21.25		
00011644 COMMUNICATION TECHNOLO - Purch	\$35.00		
	\$2,018.07	Subtotal for Dept.	Hogadon
00011616 SAFEWAY STORE00024687 - Purch	\$14.44		
	\$14.44	Subtotal for Dept.	Human Resources
00011299 NORCO INC - Purchase	\$234.00		
00011639 SAMSClub #6425 - Purchase	\$244.08		
00011722 FARMER BROS CO - Purchase	\$190.11		
00011370 ALBERTSONS - Purchase	\$12.45		
00011331 SAMSClub #6425 - Purchase	\$39.96		
00011542 WARDROBE CLEANERS - Purchase	\$34.10		
00011660 ATLAS OFFICE PRODUCTS - Purcha	\$41.12		
00011619 SAMSClub #6425 - Purchase	\$9.98		
00011469 STAPLES 00114181 - Purch	\$301.12		

Bills and Claims

City of Casper

07-May-14 to 20-May-14

		\$1,106.92	Subtotal for Dept.	Ice Arena
00011614	ATLAS OFFICE PRODUCTS - Purcha	\$27.99		
		\$27.99	Subtotal for Dept.	Information Services
00011730	MED FORM - Purchase	\$241.75		
00011387	UNITED 01626066038074 - Pur	\$25.00		
00011345	DOLLAR RAC MSY - Purchase	\$237.71		
00011388	HILTON HOTELS - Purchase	\$833.96		
00011529	NORCO INC - Purchase	\$134.20		
00010880	OFFICE MAX - Purchase	\$61.92		
00011773	MED FORM - Purchase	\$23.76		
		\$1,558.30	Subtotal for Dept.	Metro Animal
00011592	NATIONWIDE SUPPLY IQPS - Purch	\$383.47		
00011592	NATIONWIDE SUPPLY IQPS - Purch	\$40.30		
		\$423.77	Subtotal for Dept.	Metropolitan Planning
00011624	MOUNTAIN STATES LITHOG - Purch	\$162.75		
00011575	SQ ATLANTIC ELECTRIC, - Purch	\$2,537.00		
00010879	MOUNTAIN STATES LITHOG - Purch	\$273.10		
		\$2,972.85	Subtotal for Dept.	Municipal Court
00011652	71 CONSTRUCTION INC #1 - Purch	\$155.62		
00011682	CPS DISTRIBUTORS INC C - Purch	\$64.16		
00011340	CPS DISTRIBUTORS INC C - Purch	\$20.56		
00011337	CMI-TECO - Purchase	\$159.00		
00011633	HARBOR FREIGHT TOOLS 3 - Purch	\$180.89		
00011667	THE HOME DEPOT 6001 - Purchase	\$570.98		
00011426	BAILEYS ACE HARDWARE - Purchas	\$31.70		
00011425	BAILEYS ACE HARDWARE - Purchas	\$11.94		
00011596	MCMURRY READY MIX - Purchase	\$87.68		
00011357	DAYLIGHT DONUTS - Purchase	\$11.81		
00011672	HD SUPPLY UTILITIES, L - Purch	\$9.17		
00011715	CPS DISTRIBUTORS INC C - Purch	\$3.34		
00011436	MURDOCH'S RANCH & HOME - Purch	\$39.99		
00011384	BAILEYS ACE HARDWARE - Purchas	\$75.98		
00011601	MENARDS CASPER - Purchase	\$52.99		
00011182	BAILEYS ACE HARDWARE - Purchas	\$26.66		
00011661	CASPER CONTRACTOR SUPP - Purch	\$6.39		
00011737	NORCO INC - Purchase	\$293.61		
00011442	OREILLY AUTO 00027466 - Purch	\$32.46		
00011653	BAILEYS ACE HARDWARE - Purchas	\$80.95		
00011705	MCMURRY READY MIX - Purchase	\$83.50		
00011735	BAILEYS ACE HARDWARE - Purchas	\$21.27		
00011683	MCMURRY READY MIX - Credit	(\$87.68)		
00011239	CASPER STAR TRIBUNE - Purchase	\$406.68		
00011315	FLEMING SUPPLY - Purchase	\$34.20		
00011312	CPS DISTRIBUTORS INC C - Purch	\$1,406.00		
		\$3,779.85	Subtotal for Dept.	Parks
00011470	PEDENS INC. - Purchase	\$225.90		
00011485	AMAZON MKTPLACE PMTS - Purchas	\$77.48		
00011441	FEDEX 458951259 - Purchase	\$48.90		
00011592	NATIONWIDE SUPPLY IQPS - Purch	\$423.77		

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011512 ATLAS OFFICE PRODUCTS - Purcha	\$59.98		
00011283 PAYPAL HUNGHOXUAN - Purchase	\$357.00		
	\$1,193.03	Subtotal for Dept.	Planning
00011572 FLEMING SUPPLY - Purchase	\$6.37		
00011360 R & R REST STOPS - Purchase	\$138.92		
00011680 PEDENS INC. - Purchase	\$28.00		
00011695 CHILI'S FT. COLLINS - Purchase	\$20.56		
00011275 LAW ENFORCEMENT SEMINA - Purch	\$600.00		
00011174 PP Lori Emmert - Purchase	\$185.00		
00011281 MERCER FAMILY RESOURCE - Purch	\$250.00		
00011508 POWDER RIVER SHREDDERS - Purch	\$70.00		
00011515 CI TECHNOLOGIES, INC. - Purcha	\$1,800.00		
00011530 WYOMING CAMERA OUTFITT - Credi	(\$24.95)		
00011516 ENTENMANN-ROVIN COMPAN - Purch	\$110.00		
00011517 PUBLIC AGENCY TRAINING - Purch	\$150.00		
00011371 DASH MEDICAL GLOVES - Purchase	\$304.50		
00011622 HOLIDAY INN EXPRESS - Purchase	\$329.97		
00011643 NATIONAL MEDICAL SVC - Purchas	\$268.00		
00011443 A 2 Z TOWING - Purchase	\$168.00		
00010967 WYOMING STATE BOARD OF - Purch	\$82.00		
00011766 ATLAS OFFICE PRODUCTS - Purcha	\$1,108.32		
00011359 WYOMING CAMERA OUTFITT - Purch	\$523.95		
00011701 EXXONMOBIL 97284376 - Purch	\$53.56		
00011453 LOAF N JUG #0193 Q81 - Purch	\$44.15		
00011769 LA QUINTA INN - Purchase	\$192.24		
00011763 BARGREEN WYOMING 25 - Purchase	\$14.40		
00011277 VOSS SIGNS - Purchase	\$195.00		
00011759 EXXONMOBIL 45368925 - Purch	\$27.79		
00011771 LA QUINTA INN - Purchase	\$192.24		
00011732 ATLAS OFFICE PRODUCTS - Purcha	\$111.88		
00011657 PUBLIC AGENCY TRAINING - Purch	\$150.00		
00011740 LOAF N JUG #0846 Q81 - Purch	\$38.20		
	\$7,138.10	Subtotal for Dept.	Police
00011463 GREINER MOTOR COMPANY - Purcha	\$161.61		
00011390 OIL CITY HARLEY DAVIDS - Purch	\$37.90		
	\$199.51	Subtotal for Dept.	Police Dept
00011547 FIREROCK STEAKHOUSE - Purchase	\$489.45		
00011591 EXXONMOBIL 45947843 - Purch	\$15.70		
00011466 BEST BUY 00015271 - Purch	\$49.99		
00011428 FEDEXOFFICE 00009423 - Purch	\$12.40		
00011413 FEDEXOFFICE 00009423 - Purch	\$1,261.00		
00011234 CRASHDATAGR - Purchase	\$2,824.00		
	\$4,652.54	Subtotal for Dept.	Police Grants
00011736 STARBUCKS #11862 CASPE - Purch	\$41.85		
00011635 SAMSCLUB #6425 - Purchase	\$19.96		
00011744 MY EDUCATIONAL RESOURC - Purch	\$30.00		
	\$91.81	Subtotal for Dept.	Property & Liability Insurance
00011673 PIONEER PRINTING - Purchase	\$3,729.67		
00011582 ALBERTSONS - Purchase	\$4.37		

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011471 LIBERTS - Purchase	\$253.88	
00011352 ERC WIPING PRODUCTS IN - Purch	\$378.24	
00011660 ATLAS OFFICE PRODUCTS - Purcha	\$41.12	
00011338 LIBERTS - Purchase	\$811.15	
	\$5,218.43	Subtotal for Dept. Recreation
00011587 EASY-WARE CORPORATION - Purcha	\$240.00	
00011091 BEARING BELTCHAIN00244 - Purch	\$38.08	
00011046 PILOT 00003087 - Purch	\$143.00	
00011498 KENS DISTRIBUTING COMP - Purch	\$70.00	
00011137 PILOT 00003087 - Purch	\$135.00	
00011133 NORCO INC - Purchase	\$482.00	
00011005 PILOT 00003087 - Purch	\$133.00	
00011433 WYOMING STEEL AND RECY - Purch	\$5,838.60	
00011540 PILOT 00003087 - Purch	\$150.00	
00011454 BAILEYS ACE HARDWARE - Purchas	\$104.40	
00011541 ATLAS OFFICE PRODUCTS - Purcha	\$2,286.73	
00011404 HOSE & RUBBER SUPPLY - Purchas	\$120.63	
00011594 PILOT 00003087 - Purch	\$150.00	
	\$9,891.44	Subtotal for Dept. Refuse Collection
00011255 VZWRLSS IVR VB - Purchase	\$21.25	
00011504 ALBERTSONS - Purchase	\$8.98	
00011166 CRETEX CONCRETE PRODUC - Purch	\$257.00	
00011242 CASPER STAR TRIBUNE - Purchase	\$462.92	
00011167 BESTBUYMKTPLACE - Purchase	\$12.89	
00011286 ALSCO SLCAS - Purchase	\$92.92	
00011719 CRETEX CONCRETE PRODUC - Purch	\$265.00	
00011399 WW GRAINGER - Purchase	\$25.44	
00011704 HOSE & RUBBER SUPPLY - Purchas	\$156.56	
	\$1,302.96	Subtotal for Dept. Sewer
00011052 WHELEN ENGINEERING CO - Purcha	\$1,297.80	
	\$1,297.80	Subtotal for Dept. Special Assistance
00011586 NORCO INC - Purchase	\$113.80	
00011519 CASPER CONTRACTOR SUPP - Purch	\$14.33	
00011200 CASPER CONTRACTOR SUPP - Purch	\$278.60	
00011400 WYOMING RENTS - Purchase	\$1,940.00	
00011304 SAFEWAY STORE00024687 - Purch	\$35.75	
00011541 ATLAS OFFICE PRODUCTS - Purcha	\$20.00	
00011255 VZWRLSS IVR VB - Purchase	\$21.25	
00011629 NORCO INC - Purchase	\$49.58	
00011681 ISC,INC - Purchase	\$59.48	
00011668 BOBCAT OF CASPER - Purchase	\$3,050.00	
00011458 HARBOR FREIGHT TOOLS 3 - Purch	\$8.29	
00011613 BOBCAT OF CASPER - Purchase	\$3,250.00	
00011482 CASPER CONTRACTOR SUPP - Purch	\$176.16	
00011697 KNIFE RIVER 5701 - Purchase	\$114.75	
00011706 ATLAS OFFICE PRODUCTS - Purcha	\$31.98	
	\$9,163.97	Subtotal for Dept. Streets
00011255 VZWRLSS IVR VB - Purchase	\$21.25	
00011577 CRESCENT ELECTRIC 103 - Purcha	\$47.53	

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011172	HD SUPPLY UTILITIES, L - Purch	\$40.00	
00011578	ADVANCED TRAFFIC PRODU - Purch	\$410.00	
		\$518.78	Subtotal for Dept. Traffic
00011221	MCMASTER-CARR - Purchase	\$28.09	
00011282	HAJOCA KEENAN SUPP 25 - Purcha	\$105.50	
00011421	WW GRAINGER - Purchase	\$6.77	
00011638	NORCO INC - Purchase	\$865.00	
00011641	CASPER WINNELSON CO - Purchase	\$434.15	
00011423	WW GRAINGER - Purchase	\$318.96	
00011462	WW GRAINGER - Purchase	\$33.70	
00011255	VZWRLSS IVR VB - Purchase	\$42.49	
00011741	HOSE & RUBBER SUPPLY - Purchas	\$41.11	
00011480	WW GRAINGER - Purchase	\$13.61	
00011220	WATERWORKS INDUSTRIES - Purcha	\$109.61	
00011379	NORCO INC - Purchase	\$46.13	
00011717	MOTION INDUSTRIES WY54 - Purch	\$47.63	
00011746	CASPER CONTRACTOR SUPP - Purch	\$86.72	
00011256	CASPER CONTRACTOR SUPP - Purch	\$26.18	
00011536	INDUSTRIAL ENGINE SERV - Purch	\$314.05	
00011416	USPS 57155809430310940 - Purch	\$15.22	
00011424	WEAR PARTS INC - Purchase	\$155.60	
		\$2,690.52	Subtotal for Dept. Waste Water
00011581	GANNETT GRILL - LANDER - Purch	\$24.53	
00011302	USPS 57155809430310940 - Purch	\$14.21	
00011250	INSTALLATION AND SERVI - Purch	\$612.50	
00011718	WW GRAINGER - Purchase	\$25.13	
00011666	ATLAS OFFICE PRODUCTS - Purcha	\$14.33	
00011327	ATLAS OFFICE PRODUCTS - Purcha	\$28.42	
00011146	ALSCO SLCAS - Purchase	\$459.30	
00011750	CASPER WINNELSON CO - Purchase	\$263.13	
00011410	CASPER CONTRACTOR SUPP - Purch	\$333.98	
00011605	NORCO INC - Purchase	\$2,473.80	
00011561	DIAMOND VOGEL PAINT #7 - Purch	\$103.35	
00011723	HOSE & RUBBER SUPPLY - Purchas	\$22.15	
00011636	VZWRLSS IVR VB - Purchase	\$240.06	
00011263	MOBILE CONCRETE, INC - Purchas	\$401.25	
00011576	BLOEDORN LUMBER CASPER - Purch	\$84.96	
00011157	AMBI MAIL AND MARKETIN - Purch	\$60.06	
00011407	ALSCO SLCAS - Credit	(\$17.61)	
00011402	HOUSTON SUPPLY 20 - Purchase	\$526.75	
00011396	WATERWORKS INDUSTRIES - Purcha	\$375.81	
00011395	WW GRAINGER - Purchase	\$96.80	
00011358	CASPER CONTRACTOR SUPP - Purch	\$109.03	
00011351	CASPER CONTRACTOR SUPP - Purch	\$168.65	
00011570	UNION TELEPHONE COMPAN - Purch	\$131.27	
00011669	BAILEYS ACE HARDWARE - Purchas	\$15.77	
00011440	HOLIDAY LODGE - Purchase	\$60.00	
00011050	BEARING BELTCHAIN00244 - Purch	\$4.99	
00011230	WW GRAINGER - Purchase	\$38.27	
00011506	DIAMOND VOGEL PAINT #7 - Purch	\$264.75	

Bills and Claims

City of Casper

07-May-14 to 20-May-14

00011709 SUTHERLANDS 2219 - Purchase	\$10.56	
00011452 BLOEDORN LUMBER CASPER - Purch	\$20.97	
00011467 CASPER WINNELSON CO - Purchase	\$45.36	
00011255 VZWRLSS IVR VB - Purchase	\$42.49	
00011726 BLOEDORN LUMBER CASPER - Purch	\$102.75	
00011131 ALSCO SLCAS - Purchase	\$17.61	
00011711 ALSCO SLCAS - Purchase	\$17.61	
00011541 ATLAS OFFICE PRODUCTS - Purcha	\$2,286.73	
00011405 MENARDS 3243 CASPER - Credit	(\$104.98)	
00011713 ALSCO SLCAS - Purchase	\$17.61	
00011521 DANA KEPNER CO. - Purchase	\$1,777.00	
00011272 CASPER STAR TRIBUNE - Purchase	\$415.56	
00011479 MR. D'S FOOD CENTER - Purchase	\$14.12	
	\$11,599.03	Subtotal for Dept. Water
00011363 CASTLEBROOK WELDING - Credit	(\$22.48)	
00011435 SUTHERLANDS 2219 - Purchase	\$8.95	
00011415 DANA KEPNER CO. - Purchase	\$1,761.66	
00011671 UPS 000008F045W154 - Purchase	\$132.00	
00011313 USPS 57155809430310940 - Purch	\$22.83	
00011654 IDEXX DISTRIBUTION INC - Purch	\$100.72	
00011501 ATLAS OFFICE PRODUCTS - Purcha	\$36.32	
00011513 HOODS EQUIPMENT AND SP - Purch	\$6.95	
00011554 STOTZ EQUIPMENT - Purchase	\$12.48	
00011670 UPS 000008F045W164 - Purchase	\$345.63	
00011677 UPS 000008F045W134 - Purchase	\$128.32	
00011678 SEARS ROEBUCK 2341 - Purchas	\$17.99	
00011309 THE HOME DEPOT 6001	(\$3.34)	
00011551 STOTZ EQUIPMENT - Purchase	\$13.10	
00011604 THE HOME DEPOT 6001 - Purchase	\$7.48	
00011270 AUTOMATION ELECTRONICS - Purch	\$874.00	
00011255 VZWRLSS IVR VB - Purchase	\$21.25	
00011213 ALBERTSONS #2060 - Purchase	\$100.76	
00011378 HACH COMPANY - Purchase	\$1,856.34	
00011738 HACH COMPANY - Purchase	\$122.97	
00011114 THE HOME DEPOT 6001 - Purchase	\$70.13	
00011279 ALSCO SLCAS - Purchase	\$68.80	
00011491 SUTHERLANDS 2219 - Purchase	\$65.95	
00011298 ATLAS OFFICE PRODUCTS - Purcha	\$129.11	
00011642 UPS 000008F045W144 - Purchase	\$204.66	
00011545 CRUM ELECTRIC SUPPLY C - Purch	\$1.33	
00011271 CASTLEBROOK WELDING & - Purcha	\$471.99	
00011702 ALSCO SLCAS - Purchase	\$34.72	
00011645 SUTHERLANDS 2219 - Purchase	\$55.07	
00011665 UPS 000008F045W124 - Purchase	\$128.32	
00011500 ATLAS OFFICE PRODUCTS - Purcha	\$22.70	
	\$6,796.71	Subtotal for Dept. Water Treatment Plant
00011687 HOODS EQUIPMENT AND SP - Purch	\$69.00	
00011757 CPS DISTRIBUTORS INC C - Purch	\$28.37	
00011734 VERMEER SALES & SVCS O - Purch	\$292.29	
00011692 CPS DISTRIBUTORS INC C - Purch	\$3.94	

Bills and Claims

City of Casper

07-May-14 to 20-May-14

\$393.60 Subtotal for Dept. Weed And Pest
\$204,368.49 Subtotal for Vendor

PEAKS TO PLAINS DESIGN, P.C.

1178 CY & POPLAR ST. INTERSECTION
1177 AMENDMENT NO 1 - I25/SHOSHONI

\$500.00
\$1,603.65
\$2,103.65 Subtotal for Dept. Parks
\$2,103.65 Subtotal for Vendor

PEGGY BROOKER

RIN0023722 MARCH 2014 HISTORIC PRESERV SV
RIN0023724 MAY 2014 HISTORIC PRESERV SVC
RIN0023723 APRIL 2014 HISTORIC PRESERV SV

\$300.00
\$300.00
\$300.00
\$900.00 Subtotal for Dept. Fort Caspar
\$900.00 Subtotal for Vendor

PEPPER TANK & CONTRACTING

88170 STEEL RAIL NEAR 2121 E 2ND ST.

\$800.00
\$800.00 Subtotal for Dept. Property & Liability Insurance
\$800.00 Subtotal for Vendor

PEPSI COLA OF CASPER

28277 PRODUCT
525398 PRODUCT

\$372.60
\$80.50
\$453.10 Subtotal for Dept. Ice Arena
\$453.10 Subtotal for Vendor

PETE ABRAMS

RIN0023749 TRAVEL EXPENSES

\$131.00
\$131.00 Subtotal for Dept. Police
\$131.00 Subtotal for Vendor

POSTAL PROS, INC.

73557 UTILITY BILLING EXPENSE

\$12,164.16
\$12,164.16 Subtotal for Dept. Finance
\$12,164.16 Subtotal for Vendor

RANDY OGDEN

RIN0023660 WWTP OPER LEVEL IV EXAM FEE

\$93.00
\$93.00 Subtotal for Dept. Waste Water
\$93.00 Subtotal for Vendor

RESOURCE STAFFING

3106 LABOR

\$762.14
\$762.14 Subtotal for Dept. Casper Events Center
\$762.14 Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0023575 COURT APPOINTED ATTY
RIN0023562 COURT APPOINTED ATTY
RIN0023563 COURT APPOINTED ATTY

\$125.00
\$189.95
\$427.45
\$742.40 Subtotal for Dept. Municipal Court
\$742.40 Subtotal for Vendor

Bills and Claims

City of Casper

07-May-14 to 20-May-14

ROCKY MOUNTAIN POWER

AP00016905091417 ELECTRICITY	\$188.04	
AP00014905091417 ELECTRICITY	\$5,088.76	
	\$5,276.80	Subtotal for Dept. Aquatics
AP00016705091417 ELECTRICITY	\$3,437.63	
	\$3,437.63	Subtotal for Dept. Balefill
AP00015305091417 ELECTRICITY	\$11,922.72	
	\$11,922.72	Subtotal for Dept. Casper Events Center
AP00015005091417 ELECTRICITY	\$220.84	
	\$220.84	Subtotal for Dept. Cemetery
AP00015105091417 ELECTRICITY	\$24.38	
AP00015105091417 ELECTRICITY	\$744.68	
AP00015105091417 ELECTRICITY	\$3,292.50	
AP00015105091417 ELECTRICITY	\$1,210.56	
AP00015105091417 ELECTRICITY	\$24.78	
	\$5,296.90	Subtotal for Dept. City Hall
AP00015505091417 ELECTRICITY	\$2,651.29	
	\$2,651.29	Subtotal for Dept. Fire
AP00015405091417 ELECTRICITY	\$3,195.75	
	\$3,195.75	Subtotal for Dept. Garage
AP00015805091417 ELECTRICITY	\$4,661.33	
	\$4,661.33	Subtotal for Dept. Hogadon
AP00015905091417 ELECTRICITY	\$5,134.49	
	\$5,134.49	Subtotal for Dept. Ice Arena
AP00016005091417 ELECTRICITY	\$805.39	
	\$805.39	Subtotal for Dept. Metro Animal
AP00016205091417 ELECTRICITY	\$268.90	
	\$268.90	Subtotal for Dept. Police
AP00015205091417 ELECTRICITY	\$3,511.63	
	\$3,511.63	Subtotal for Dept. Recreation
AP00016305091417 ELECTRICITY	\$533.13	
	\$533.13	Subtotal for Dept. Sewer
AP00017005091417 ELECTRICITY	\$176.62	
	\$176.62	Subtotal for Dept. Traffic
AP00016605091417 ELECTRICITY	\$23,343.93	
	\$23,343.93	Subtotal for Dept. Waste Water
	\$70,437.35	Subtotal for Vendor

RUTZ, AARON

0022063750 DEPOSIT/CREDIT REFUND	\$50.85	
	\$50.85	Subtotal for Dept. Water
	\$50.85	Subtotal for Vendor

SADIE GROENWALD

RIN0023713 OVER PAYMENT ON UM 1029105	\$75.00	
	\$75.00	Subtotal for Dept. Water
	\$75.00	Subtotal for Vendor

SARA NELSON

Bills and Claims

City of Casper

07-May-14 to 20-May-14

RIN0023718 TRAVEL EXPENSES	\$279.01		
	\$279.01	Subtotal for Dept.	Police
	\$279.01	Subtotal for Vendor	
SCOTT SCHELL			
RIN0023747 TRAVEL EXPENSES	\$348.00		
	\$348.00	Subtotal for Dept.	Metro Animal
	\$348.00	Subtotal for Vendor	
SCOTT, JESSICA			
0022063752 DEPOSIT/CREDIT REFUND	\$36.94		
	\$36.94	Subtotal for Dept.	Water
	\$36.94	Subtotal for Vendor	
SENIOR PATIENT ADVOCATES			
2014-839 RETIREE CONSULTATION	\$450.00		
2014-840 RETIREE CONSULTATION	\$450.00		
	\$900.00	Subtotal for Dept.	Health Insurance
	\$900.00	Subtotal for Vendor	
SHEILA GRIFFITH			
RIN0023725 CLASS REFUND	\$750.00		
	\$750.00	Subtotal for Dept.	Recreation
	\$750.00	Subtotal for Vendor	
STANDING TALL			
RIN0023704 STANDING TALL WORKSHOP & EXP.	\$4,043.93		
	\$4,043.93	Subtotal for Dept.	Municipal Court
	\$4,043.93	Subtotal for Vendor	
STANTEC CONSULTING SVCS INC.			
785571 PROF SVCS NORTH PLATTE RIVER	\$11,798.50		
	\$11,798.50	Subtotal for Dept.	Refuse Collection
	\$11,798.50	Subtotal for Vendor	
STATE OF WY. - DEPT. OF REVENUE			
RIN0023719 SALES TAX	\$22.33		
	\$22.33	Subtotal for Dept.	Aquatics
RIN0023719 SALES TAX	\$209.51		
	\$209.51	Subtotal for Dept.	Balefill
RIN0023719 SALES TAX	\$6,218.74		
RIN0023719 SALES TAX	\$2,098.09		
RIN0023719 SALES TAX	\$34.95		
RIN0023719 SALES TAX	\$3.56		
RIN0023719 SALES TAX	\$1,007.69		
RIN0023719 SALES TAX	\$1,024.86		
RIN0023719 SALES TAX	\$11.90		
RIN0023719 SALES TAX	\$7,304.82		
RIN0023719 SALES TAX	\$2,145.08		
	\$19,849.69	Subtotal for Dept.	Casper Events Center
RIN0023719 SALES TAX	\$240.36		
	\$240.36	Subtotal for Dept.	Fort Caspar

Bills and Claims

City of Casper

07-May-14 to 20-May-14

RIN0023719 SALES TAX

\$204.45

\$204.45 Subtotal for Dept. Ice Arena

(\$1.80)

(\$1.80) Subtotal for Dept. Recreation

\$20,524.54 Subtotal for Vendor

RIN0023719 SALES TAX

STELLAR PROGRAMMING & CONSULTING

1942 CR DATABASE PROGRAMMING

\$247.50

\$247.50 Subtotal for Dept. Refuse Collection

\$247.50 Subtotal for Vendor

STEVEN NUNN

1252 CLOTHING ALLOWANCE

\$105.52

\$105.52 Subtotal for Dept. Police

\$105.52 Subtotal for Vendor

SUMMIT ROOFING INC.

121371 EMERGENCY ROOF REPAIR

\$1,650.00

\$1,650.00 Subtotal for Dept. CDBG

\$1,650.00 Subtotal for Vendor

SUPERIOR STRUCTURES CORP.

175342 CATC IMPROVEMENTS - GRANT

\$4,409.48

175342 CATC IMPROVEMENTS - CITY

\$2,517.37

175342 RETAINAGE CATC IMPROVEM WINDOW

(\$506.50)

\$6,420.35 Subtotal for Dept. C.A.T.C.

\$6,420.35 Subtotal for Vendor

SUPERIOR TRAMWAY CO, INC

6683 WOVEN FRICTION MATERIAL, DRAWI

\$332.56

\$332.56 Subtotal for Dept. Hogadon

\$332.56 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

404240504 OPERATING SUPPLIES-CATERING

\$789.42

404230535 OPERATING SUPPLIES-CATERING

\$488.57

404230535 CONCESSION SUPPLIES

\$46.31

\$1,324.30 Subtotal for Dept. Casper Events Center

\$1,324.30 Subtotal for Vendor

TERRACON

T512068 ENVIRONMENTAL MONITORING/REPOR

\$2,235.00

\$2,235.00 Subtotal for Dept. Balefill

\$2,235.00 Subtotal for Vendor

THATCHER CO.

1333476 T-CHLORIDE

\$7,360.32

\$7,360.32 Subtotal for Dept. Water Treatment Plant

\$7,360.32 Subtotal for Vendor

TORY CUTRELL

UNIV104 TUITION REIMBURSEMENT

\$1,316.25

\$1,316.25 Subtotal for Dept. Metro Animal

Bills and Claims

City of Casper

07-May-14 to 20-May-14

TRAGEDY & TRIUMPH

179 TRAGEDY & TRIUMPH 3RD EDITION

\$1,316.25 Subtotal for Vendor

\$152.50

\$152.50 Subtotal for Dept. Fort Caspar

\$152.50 Subtotal for Vendor

TRETO CONST.

RIN0023711 CONCRETE SIDEWALK REPLACEMENT

\$9,000.00

\$9,000.00 Subtotal for Dept. Casper Recreation Center

\$9,000.00 Subtotal for Vendor

TWYLA J WILSON

TWYLA METH CONF SPEAKER COSTS

\$3,245.04

\$3,245.04 Subtotal for Dept. Police Grants

\$3,245.04 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

1914564 HEALTH ASSESSMENT

\$60.00

\$60.00 Subtotal for Dept. Fire

\$60.00 Subtotal for Vendor

VERIZON WIRELESS

9724423873 CELL SERVICE

\$89.43

\$89.43 Subtotal for Dept. Communications Center

9723625312 IPAD'S & EKG'S FD

\$1,757.18

\$1,757.18 Subtotal for Dept. Fire

9724423873 CELL SERVICE

\$180.25

\$180.25 Subtotal for Dept. Metro Animal

9724423873 CELL SERVICE

\$135.07

\$135.07 Subtotal for Dept. Police

9723625313 RRT2 AIRCARD - FD

\$40.01

\$40.01 Subtotal for Dept. Special Assistance

\$2,201.94 Subtotal for Vendor

VERMEER SALES & SVC. OF COLORADO

R29056C GRIDER / STORM ATLAS BRANCHES

\$4,310.30

\$4,310.30 Subtotal for Dept. Property & Liability Insurance

\$4,310.30 Subtotal for Vendor

VISITS LLC

872 CAR WASH

\$3.00

\$3.00 Subtotal for Dept. Code Enforcement

869 CAR WASH TOKENS

\$107.32

\$107.32 Subtotal for Dept. Police

\$110.32 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0023693 WATER USAGE

\$14.00

\$14.00 Subtotal for Dept. Water Treatment Plant

\$14.00 Subtotal for Vendor

WATER TECHNOLOGY GROUP

Bills and Claims

City of Casper

07-May-14 to 20-May-14

5315115 WS LIFT STATION PUMPS	\$12,969.34		
5315123 LIFT STATION PUMP CONNECTIONS	\$1,456.82		
	\$14,426.16	Subtotal for Dept.	Sewer
	\$14,426.16	Subtotal for Vendor	
WATERS & SON CONST.			
2977 CLAIM #14C-033/FENCE REPAIR	\$1,366.50		
	\$1,366.50	Subtotal for Dept.	Property & Liability Insurance
2978 PLANT FENCE REPAIRS	\$317.00		
	\$317.00	Subtotal for Dept.	Water Treatment Plant
	\$1,683.50	Subtotal for Vendor	
WATERWORKS INDUSTRIES, INC.			
0589628 COUPLING FOR RW PUMP	\$650.00		
	\$650.00	Subtotal for Dept.	Water Treatment Plant
	\$650.00	Subtotal for Vendor	
WEST PLAINS ENGINEERING, INC.			
BC13001-1011 FIRE STATION #1 EMERGENCY	\$70.00		
	\$70.00	Subtotal for Dept.	Fire
BC14006-1001 GOODSTEIN PARK ENG SERV	\$2,377.50		
	\$2,377.50	Subtotal for Dept.	Parks
	\$2,447.50	Subtotal for Vendor	
WESTERN MEDICAL ASSOC., LLC			
RIN0023731 PHYSICALS	\$4,481.00		
	\$4,481.00	Subtotal for Dept.	Fire
	\$4,481.00	Subtotal for Vendor	
WESTERN PLAINS LANDSCAPING LLC.			
RIN0023708 RETAINAGE LAKE MACKNSY DOGPRK	(\$7,519.50)		
	(\$7,519.50)	Subtotal for Dept.	Capital Projects
RIN0023708 LAKE MACKENSIE DOG PARK	\$98,526.70		
	\$98,526.70	Subtotal for Dept.	Parks
	\$91,007.20	Subtotal for Vendor	
WESTERN WATER CONSULTANTS, INC.			
140090003 RAW WATER IRRIGATION SYSTEM	\$20,338.76		
	\$20,338.76	Subtotal for Dept.	Parks
130130015 MIDWEST AVENUE RECONSTRUCTION	\$8,037.99		
	\$8,037.99	Subtotal for Dept.	Streets
	\$28,376.75	Subtotal for Vendor	
WILLIAM ROBERTS			
RIN0023717 ACH PAYROLL RETURNS	\$156.31		
	\$156.31	Subtotal for Dept.	General Fund
	\$156.31	Subtotal for Vendor	
WILLIAMS, PORTER, DAY & NEVILLE, P.C.			
57378 LEGAL	\$4,626.00		
	\$4,626.00	Subtotal for Dept.	City Attorney
	\$4,626.00	Subtotal for Vendor	

Bills and Claims

City of Casper

07-May-14 to 20-May-14

WIRELESS ADVANCED COMMUNICATIONS, INC.
I-2197251 CHANGE OUT COMPUTER MOUNTS

\$105.00
\$105.00 Subtotal for Dept. Fire
\$105.00 Subtotal for Vendor

WOLF GANG OF WY

1010 CABLE CHANNEL 3 PRODUCTION SER

\$3,833.33
\$3,833.33 Subtotal for Dept. Council
\$3,833.33 Subtotal for Vendor

WORTHINGTON, LENHART & CARPENTER

2014-10410 SHER HGTS; JTL ADDN;BME INVST

\$206.25
\$206.25 Subtotal for Dept. Engineering
\$206.25 Subtotal for Vendor

WRIGHT BROTHERS, THE BUILDING COMPANY

12 CASPER FIR-EMS STATION #2 EXTE

\$89,501.48
\$89,501.48 Subtotal for Dept. Fire
\$89,501.48 Subtotal for Vendor

WY. ASSOC. OF FIRE MARSHALS

RIN#0023300 MEMBERSHIPS CRR DIV

\$280.00
\$280.00 Subtotal for Dept. Fire
\$280.00 Subtotal for Vendor

WY. CONFERENCE OF MUNICIPAL COURTS

RIN0023728 TRAVEL & TRAINING

\$330.00
\$330.00 Subtotal for Dept. City Attorney
\$330.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000066877 COOPERATIVE AGREEMENT - BRYAN

\$1,080.11
\$1,080.11 Subtotal for Dept. Streets
\$1,080.11 Subtotal for Vendor

WY. DEPT. OF WORKFORCE SVCS.

RIN0023705 UNEMPLOYMENT

\$5,110.70

RIN0023705 UNEMPLOYMENT

\$1,598.08

\$6,708.78 Subtotal for Dept. Casper Events Center

RIN0023705 UNEMPLOYMENT

\$1,353.36

\$1,353.36 Subtotal for Dept. Communications Center

RIN0023705 1ST QTR/UNEMPL/GOLF COURSE

\$1,050.84

\$1,050.84 Subtotal for Dept. Golf Course

RIN0023705 UNEMPLOYMENT

\$44.53

\$44.53 Subtotal for Dept. Parks

RIN0023705 UNEMPLOYMENT

(\$36.36)

RIN0023705 UNEMPLOYMENT

\$196.73

\$160.37 Subtotal for Dept. Recreation

\$9,317.88 Subtotal for Vendor

WY. MACHINERY CO.

WO 3623295 LOADER REPAIRS

\$582.40

Bills and Claims

07-May-14 to 20-May-14

City of Casper

\$582.40 Subtotal for Dept. Balefill

\$582.40 Subtotal for Vendor

Grand Total

\$2,040,269.56

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 05/20/14

Payroll Disbursements

5/8/14	City Regular Payroll	\$	1,152,157.81
5/8/14	Benefits and Deductions	\$	210,564.29
5/13/14	Fire Payroll	\$	159,422.67
5/13/14	Benefits and Deductions	\$	49,883.80

	Total Payroll	\$ 1,572,028.57
--	---------------	-----------------

Additional Fees

	Total Fees	\$ -
--	------------	------

Additional AP

	Total Additional AP	\$ -
--	---------------------	------

May 12, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Adoption of 2014 National Electrical Code.

Recommendation:

That Council, by ordinance, approve the ordinance adopting the 2014 National Electrical Code.

Summary:

Adoption of the 2014 National Electrical Code is a continuation of Code upgrades that are updated every three years, and 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 of the intent to adopt the Code and the proposed changes.

The following are some of the changes that affect residential type units;

- Receptacles that are installed within 6' of sinks must have a GFCI breaker.
- Receptacles installed within 6' of tub or showers must have a GFCI breaker.
- All receptacles installed in laundry areas must be GFCI breakers.
- Receptacles installed for dishwashers must be a GFCI breaker.
- An arc fault protection breaker is now required in kitchen and laundry areas.
- At least one duplex receptacle with a separate branch circuit is required in garages.

ORDINANCE NO. 12-14

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

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

SECTION 1:

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

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

SECTION 2:

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

SECTION 3:

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

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

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

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 14, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a zone change of 73.6-acres located in the McMurry Business Park PUD from PUD (Planned Unit Development) to AG (Urban Agriculture)

Recommendation:

That Council, by ordinance, approve 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.

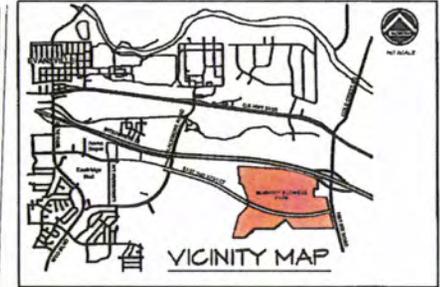
The requested rezone of 73.6-acres to AG (Urban Agriculture) zoning would allow for the development of any and all of the following permitted uses:

1. The keeping and raising of food animals and pleasure animals; and the cultivation of gardens, orchards, and crops;
2. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
3. Bed and breakfast;
4. Day-care, adult;
5. Family child care center – zoning review;
6. Family child care home;
7. Family child care home – zoning review;
8. Greenhouses and nurseries;
9. Reserved;
10. Parks, playgrounds, historical sites, golf courses, and other recreational facilities;

11. Tree farms, commercial;
12. Neighborhood assembly uses;
13. Group home;
14. Church.

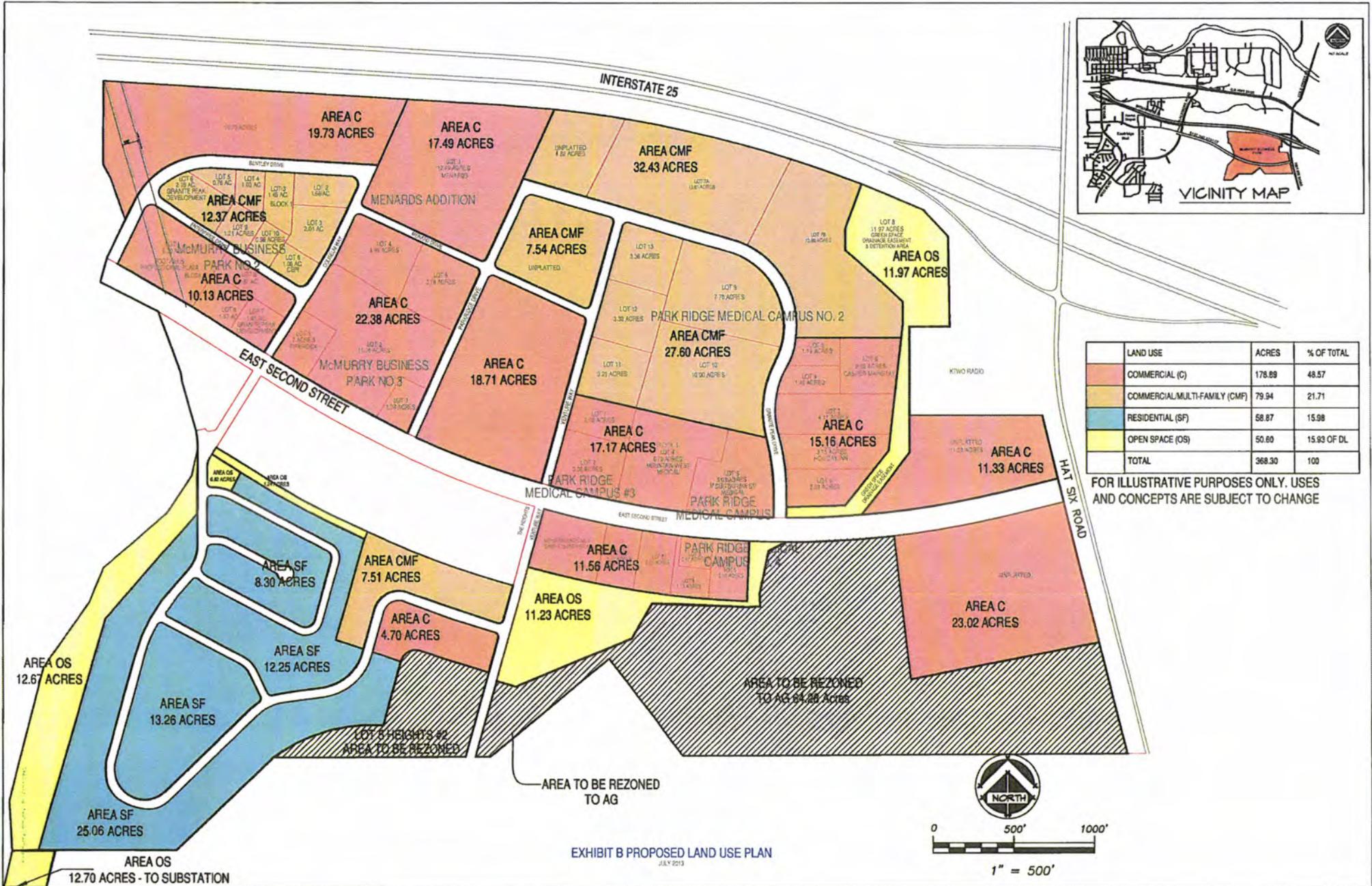
The Planning and Zoning Commission recommended approval of the zone change and the associated amendments to the McMurry Business Park PUD Guidelines, after a public hearing held on March 25, 2014. One person spoke in favor and no one spoke in opposition to the zone change and the associated amendments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

An Ordinance has been prepared for Council's consideration.



LAND USE	ACRES	% OF TOTAL
COMMERCIAL (C)	178.89	48.57
COMMERCIAL-MULTI-FAMILY (CMF)	79.94	21.71
RESIDENTIAL (SF)	58.87	15.98
OPEN SPACE (OS)	50.60	15.93 OF DL
TOTAL	368.30	100

FOR ILLUSTRATIVE PURPOSES ONLY. USES AND CONCEPTS ARE SUBJECT TO CHANGE



ORDINANCE NO. 13-14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

PASSED on 1st reading the ____ 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

May 14, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the Ujvary Addition complies with W.S. §15-1-402.

Recommendation:

That Council, by resolution, find that the annexation of the Ujvary Addition complies with W.S. §15-1-402.

Summary:

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

In approving the resolution on the compliance of the annexation with Wyoming State Statutes the Council is making the following findings:

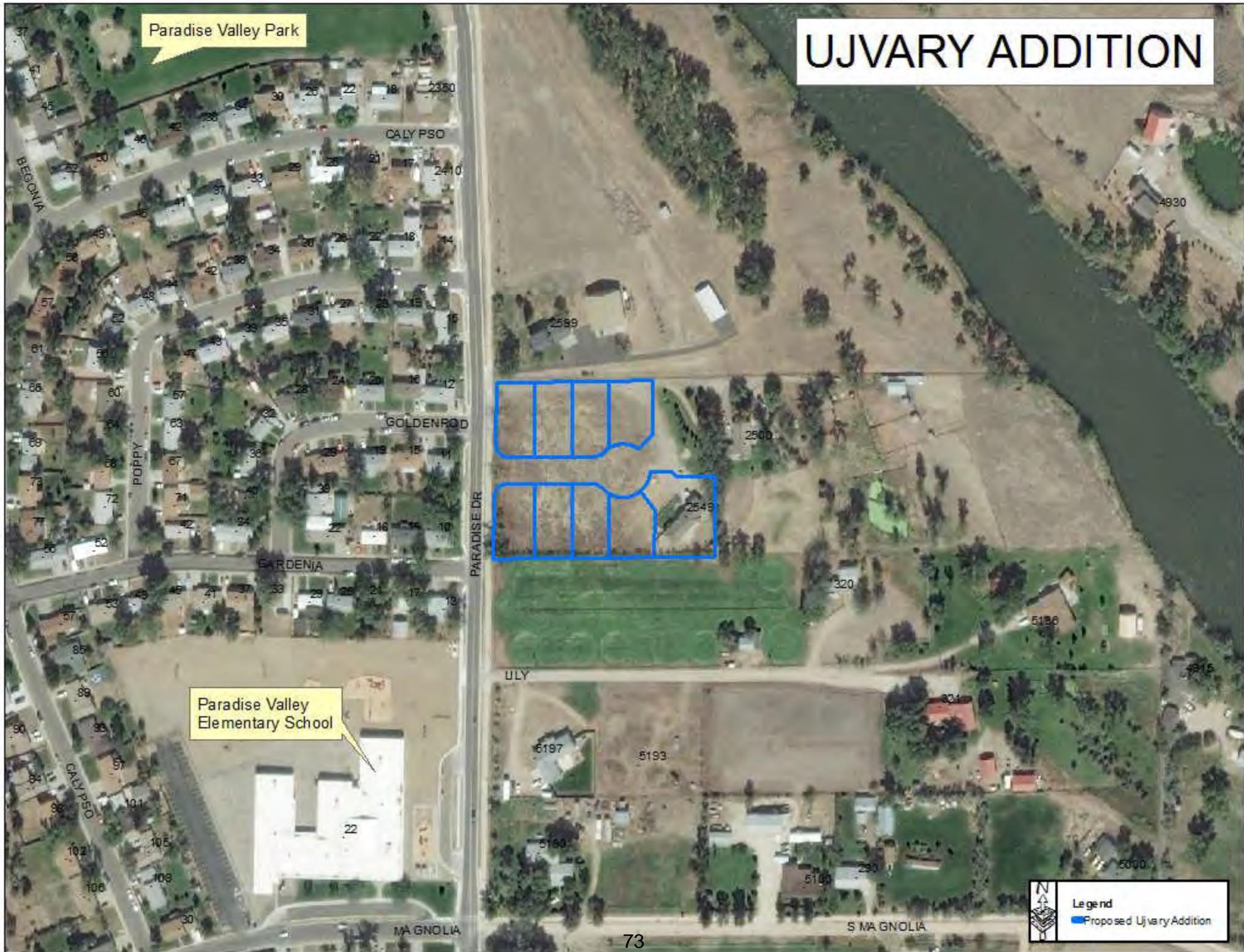
1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.

4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute §15-1-402(c) and disseminated to affected landowners and utility companies, by certified mail, and according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a May 20, 2014 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune April 25, 2014 and April 29, 2014; and notice was given as provided by Wyoming State Statute §15-1-405.

The annexation report, prepared pursuant to Wyoming State Statute §15-1-402, offers information that provides the support for the findings as required by Statute. The annexation report concludes that the City can provide public services to this property without additional staff, equipment, or facility expansion.

Paradise Valley Park

UJVARY ADDITION



Paradise Valley Elementary School

Legend

- Proposed Ujvary Addition

CERTIFICATION OF PETITION FOR ANNEXATION

I, V.H. McDonald, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the Ujvary Addition substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

1. The petition is signed and dated by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property;
2. The petition contains the following detailed information:
 - a. A legal description of the area sought to be annexed;
 - b. A request that the described territory be annexed;
 - c. A statement that each signer is an owner of land and a description of his land within the area proposed to be annexed; and,
 - d. A map of the area.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation



V.H. McDonald
City Clerk



Date

Ujvary Addition

2014 ANNEXATION REPORT

March, 2014

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report is an analysis of the cost of providing basic services to the owners of the property described as the Ujvary Addition, an annexation and plat of a 2.63-acre parcel, located in and being a portion of the SW1/4SW1/4 Section 13, T33N, R80W, 6th P.M., Natrona County, Wyoming. The report will provide estimates of the costs to the City of Casper and to the owners of the property being annexed for these services.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

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

DEVELOPMENT COSTS

There will not be any publically-funded development costs associated with this annexation, in that all public improvements, including the single-street and all utilities, will be installed at the developers' expense.

STATUTORY REQUIREMENTS

Wyoming Statute 15-1-402 sets specific requirements with regard to the annexation process and the supporting documentation. Subsection (c) requires that an annexing municipality prepare an annexation report, which shall, at a minimum, contain:

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map).*
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; *(See "Development Costs" section above).*

- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; *(See individual City Department or Division sections below, all services will be available immediately upon annexation).*
- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; *(See individual City Department or Division sections below).*
- (v) The current and projected property tax mill levies imposed by the municipality; and, *(See "Sources of Revenue" section below for tax information).*
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. *(See "Development Costs" section above).*

COMPLIANCE WITH W.S. 15-1-402.

The annexation of the property known as the Ujvary Addition meets the requirements of W.S. 15-1-402 for the following reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.

6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

SERVICES TO BE PROVIDED BY THE CITY OF CASPER AND ESTIMATED COSTS.

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the ten departments or divisions that will provide direct, basic services to the property have been considered, to gain a tangible measure of service costs.

The cost of most City services per property were derived by dividing each department's FY 2014 budget by the number of properties in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 20,011 residential properties and 1,619 commercial properties, for an approximate total of 21,630 properties in Casper.

POLICE DEPARTMENT:

The Casper Police Department will provide law enforcement services, which consist of answering calls for service and patrolling the proposed Addition. Presently, there are approximately 228 properties per sworn officer in Casper. Based on the total budget for the Police Department and the approximate 21,630 properties served in the City of Casper, it is estimated that the cost to provide Police service is \$557 for each property in the City (\$12,052,884 current Police Department budget, divided by 21,630 properties in the City).

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. The annexation will create a total of nine (9) new lots; therefore, the total estimated cost for providing Police Department service to this area is \$5,013 per year (\$557 x 9 new properties/lots). Police service will be available immediately upon the completion of the annexation of the area.

FIRE DEPARTMENT:

The Casper Fire Department provides fire / EMS services, which consist of answering calls for emergency services. Presently, there are 285 properties per sworn fireman in Casper. It is estimated that the cost to provide fire service is \$387 for each property in Casper (\$8,375,702 current Fire Department budget, divided by 21,630 properties).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. The annexation will create a total of nine (9) new lots; therefore, the total estimated cost for providing Fire Department service to this area is \$3,483 per year (\$387 x 9 new properties/lots). Fire service will be available immediately upon the completion of the annexation of the area.

STREET DIVISION:

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. It is estimated that the cost to provide Street Division service is \$200 for each property in the City (\$4,326,006 current Street Division budget, divided by 21,630 properties).

The Street Division will not incur additional capital costs as a result of this annexation. The Street Division will not need to hire additional personnel or purchase additional equipment to service this property. The annexation will create a total of nine (9) new lots; therefore, the total estimated cost for providing Street Division service to this area is \$1,800 per year (\$200 x 9 new properties/lots). Street service will be available immediately upon the completion of the annexation of the area.

PUBLIC UTILITIES DIVISION (WATER AND SEWER):

The Public Utilities Division provides services such as water and sewer service, main maintenance, meter reading, hydrant flushing, meter replacement, and service line installation. The Public Utilities Division is an Enterprise Account and is totally self-funded through various fees.

The City will not incur any additional capital costs associated with providing water and sewer service to the area. There is no new publicly-funded infrastructure required to serve the area, such as storage tanks, booster stations, lift stations or water trunk lines. There will not be additional operational costs. All costs to provide water and sewer service to the area should be equal to revenues generated by the property. Public Utilities service will be available immediately upon the completion of the annexation of the area.

SANITATION DIVISION:

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs should equal the revenues generated by the users. Sanitation service will be available immediately upon the completion of the annexation of the area.

PARKS DIVISION:

There will not be any new parkland associated with the annexation of this property, and therefore, no additional cost to the City for improvements, maintenance or upkeep.

COMMUNITY DEVELOPMENT DEPARTMENT:

The Planning, Building, and Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the area. The estimated cost to provide Planning, Building, and Code Enforcement service is \$87 for each property in Casper (\$1,871,501 current Planning/Building/Code Enforcement budget, divided by 21,630 properties).

The Community Development Department will not need to make any changes that will involve any additional costs as a result of the annexation of the area. The staffing level and current equipment are adequate to absorb the workload. The annexation will create a total of nine (9) new lots; therefore, the total estimated cost to the City for providing Planning, Building and Code Enforcement service to this area is \$783 per year (\$87 x 9 new properties/lots). Community Development Department service will be available immediately upon the completion of the annexation of the area.

TRAFFIC DIVISION:

The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. It is estimated that the cost to provide Traffic Division service is \$64 for each property in the City (\$1,374,377 current Traffic Division budget, divided by 21,630 properties).

The Traffic Division will not require any additional staff or equipment in order to provide Traffic Division service to this subdivision. The annexation will create a total of nine (9) new lots; therefore, the total estimated cost to the City for providing Traffic Division service to this area is \$576 per year (\$64 x 9 new properties/lots). Traffic Division service will be available immediately upon the completion of the annexation of the area.

ENGINEERING DIVISION:

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating of drainage concerns, surveying, and oversight of capital construction projects. It is estimated that the cost to provide Engineering Division service is \$62 for each property in the City (\$1,343,246 current Engineering Division budget, divided by 21,630 properties).

Current Engineering Division staff levels and equipment are adequate to absorb the work generated by the Addition. There will be no significant cost increase to the Engineering Division as a result of the annexation of the area. The annexation will create a total of nine (9) new lots; therefore, the total estimated cost to the City for providing Engineering Division service to this area is \$558 per year (\$62 x 9 new properties/lots). Engineering Division service will be available immediately upon the completion of the annexation of the area.

SOURCES OF REVENUE

The City's services to properties are funded through a number of sources. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid by the actual user fees collected. The remaining City services to properties, which are paid out of the general fund, are supported in part by property taxes, as well as mineral/other taxes, and licenses/fees. The largest sources of general fund revenue for the City are sales tax (50%), mineral taxes (18%), and franchise fees (10%). Property taxes (7%) account for a relatively minor portion of general fund revenue. It is generally accepted that given the current tax structure, residential properties do not generate sufficient property taxes to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more-adequately cover the cost of City services.

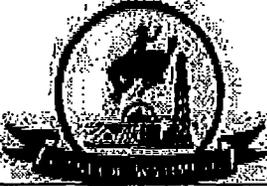
County land generates property tax at a rate of 65 Mills, with none of the monies collected being paid to the City. When an area is annexed to the City, the Mill Levy changes to 72.9 Mills. Of this, the City receives 8 Mills, or 11% of the total property tax collected. The largest benefactor of property tax revenue is the School District, which receives 32.5 Mills, or approximately 44% of the property tax collected.

CONCLUSION

The property being annexed will receive the same services that other properties within the City receive once it's annexed. The City can provide these services without additional staff, equipment or publicly-funded facility expansion. The Ujvary Addition is adjacent to properties that are already benefitting from City services; therefore, the property can be absorbed into the City of Casper without any noticeable financial or operational effect.

APPENDIX

1. PETITION FOR ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. PLAT
4. TAX LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.



City of Casper Planning Division

Petition for Annexation Application

PETITIONER'S INFORMATION:

NAME: Vicki & Joe Ujvary - Jason & Ashley Ujvary
 ADDRESS: 2500 Paradise Drive - 2549 Paradise Drive, Casper, WY 82604
 TELEPHONE: _____ EMAIL: _____

HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:

PROPOSED NAME OF SUBDIVISION: Ujvary Addition
 ADDRESS: 2549 Paradise Drive
 LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): Ujvary Simple Subdivision

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 2.63

NUMBER OF LOTS AND BLOCKS: 9

PRESENT ZONING: UMR PROPOSED ZONING: R-2

PRESENT LAND USE: County Residential

PROPOSED LAND USE: Residential

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: YES NO

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.

The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: *Vicki Ujvary*

SIGNATURE OF PROPERTY OWNER: *Joe Ujvary*

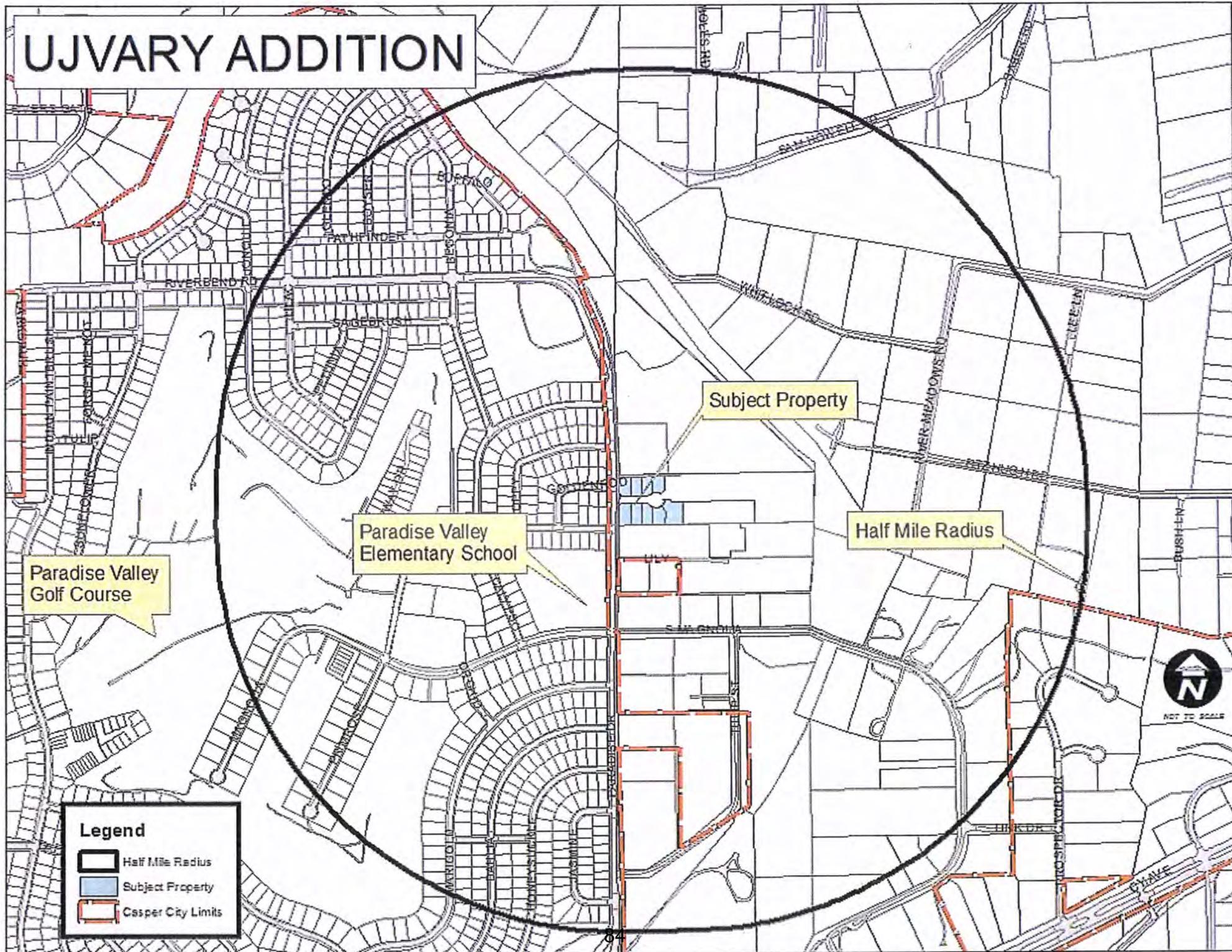
DATE: 1/22/14

SUBMIT TO:
 Community Development Department
 Planning Division
 200 N Davld, RM 203
 Casper, WY 82601
 Phone: 307-235-8241
 Fax: 307-235-8362
 www.casperwy.gov
 E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:**
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - ANNEXATION MAP/PLAT
 - EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS

FOR OFFICE USE ONLY:
 DATE SUBMITTED:
JAN 24 2014
 REC'D BY: *dh*

UJVARY ADDITION



Paradise Valley
Golf Course

Paradise Valley
Elementary School

Subject Property

Half Mile Radius

Legend

-  Half Mile Radius
-  Subject Property
-  Casper City Limits



NOT TO SCALE

2013 TAX LEVIES FOR NATRONA COUNTY

TAXING DISTRICTS

District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	NPWS	CASPER MOUNTAIN	SD #1	
Dist #	0150	0151	0152	0153	0154	0155	0125	0121	0120	
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	
School District #1										
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000	
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	
Bonds & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
TOTAL SCHOOL DISTRICT	32.500	32.500								
Community College										
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890	
TOTAL COMMUNITY COLLEGE	7.390	7.390								
Natrona County										
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	
TOTAL NATRONA COUNTY	12.000	12.000								
County Weed & Pest	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
Municipal Levies	8.000	8.000	8.000	8.000	8.000	8.000				
Sewer, Water & Fire Bonds							8.000			
Fire Protection							3.000	3.000	3.000	
TOTAL LEVY FOR DISTRICT	72.890	72.890	72.890	72.890	72.890	72.890	75.890	67.890	67.890	

UTILITIES

Rocky Mountain Power

Attn: Leslie Blythe
2840 East Yellowstone Hwy
Casper, WY 82609

Century Link

Connie Hoskins
103 North Durbin Street
Casper, WY 82601
(307) 235-2479

Charter

Bob Casados
451 S. Durbin
Casper, WY 82601
(307) 333-5575

SourceGas

Kelly Spitz
1535 East Yellowstone
Casper, WY 82601
(307) 261-3321

**UJVARY ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 11th day of March, 2014 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Joe and Vickie Ujvary Living Trust, dated July 28, 2006, 2500 Paradise Drive (5150 Lupine Lane upon recording of the Ujvary Addition), Casper, Wyoming 82604 ("Owner").
3. Jason and Ashley Ujvary, 2549 Paradise Drive (5151 Lupine Lane upon recording of the Ujvary Addition), Casper, Wyoming 82604 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex and plat 2.63-acres, more or less, located in and being a portion of the SW1/4SW1/4, Section 13, T33N, R80W, 6th P.M., Natrona County, Wyoming, to create the Ujvary Addition.
- C. A plat of the Ujvary Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with $3\frac{1}{4}$ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths ($\frac{5}{8}$) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half ($2\frac{1}{2}$) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.
- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by

the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.
- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and

sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. The unincorporated property located to the east of the Ujvary Addition and currently described as the Ujvary Simple Subdivision, shall maintain a minimum of fifty (50) feet of frontage on Lupine Lane in order to have adequate width available to accommodate a future public right-of-way to serve the properties to the east of the Ujvary Addition.
- b. Prior to the recording of the plat, the applicant shall obtain the City Engineer's approval of a stormwater drainage study.
- c. Prior to the recording of the Ujvary Addition Plat, Tracts 1A and 1B of the Ujvary Simple Subdivision (a Natrona County plat) shall be replatted to

provide legal access to the portion of the subdivision currently described as Tract 1B.

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or

otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

- i. **Notices:** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Jason and Ashley Ujvary
2549 Paradise Dr (5151 Lupine Ln)
Casper, WY 82604

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

Joe and Vickie Ujvary Living Trust,
dated July 28, 2006
2500 Paradise Dr (5150 Lupine Ln)
Casper, WY 82604

- j. **Headings:** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. **Survival:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. **Copies:** This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. **Authority:** Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. **Term:** At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit

application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:

Wallace Trombetta

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS:

OWNER
Joe and Vickie Ujvary Living Trust, dated
July 28, 2006

By: Dee Hardy

Printed Name: Dee Hardy

Title: Notary

By: Vickie Ujvary

Printed Name: Vickie Ujvary Joe Ujvary

Title: trustee

WITNESS:

By: Dee Hardy

Printed Name: Dee Hardy

Title: Notary

OWNER
Jason Ujvary

By: Jason Ujvary

Printed Name: JASON UJVARY

Title: OWNER

WITNESS:

By: Dee Hardy

Printed Name: Dee Hardy

Title: Notary

OWNER
Ashley Ujvary

By: Ashley Ujvary

Printed Name: Ashley Ujvary

Title: Owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

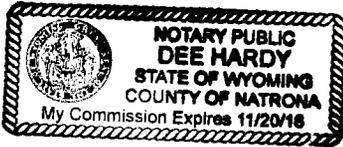
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 11th day of March, 2014 by Vickie, De Ujvary as the Trustee's of Joe and Vickie Ujvary Living Trust, dated July 28, 2006.

(Seal, if any)



Dee Hardy
(Signature of notarial officer)

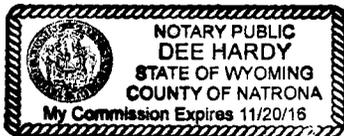
Notary
Title (and Rank)

[My Commission Expires: 11/20/16]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 11th day of March, 2014 by Jason Ujvary.

(Seal, if any)



Dee Hardy
(Signature of notarial officer)

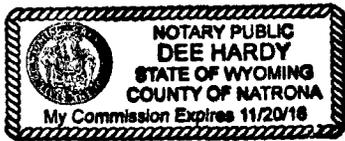
Notary
Title (and Rank)

[My Commission Expires: 11/20/16]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 11th day of March, 2014 by Ashley Ujvary.

(Seal, if any)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/16]

RESOLUTION NO. 14-123

A RESOLUTION FINDING FACTS PURSUANT TO
WYOMING STATUTE 15-1-402 REGARDING THE
ANNEXATION OF THE UJVARY ADDITION

WHEREAS, the hearing to determine whether or not the above described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the Ujvary Addition being eligible for annexation.

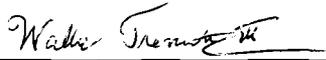
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.

5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a May 20, 2014 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune April 25, 2014 and April 29, 2014; and notice was given as provided by Wyoming State Statute 15-1-405.

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

ORDINANCE NO. 6-14

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING FOR THE UJVARY ADDITION; AND ALSO APPROVING THE UJVARY ADDITION SUBDIVISION AGREEMENT

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

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

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

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

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

SECTION 1:

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

SECTION 2:

The plat creating the Ujvary Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and the Joe and Vicki Ujvary Living Trust, dated July 28, 2006, and Jason and Ashley Ujvary for the Ujvary Addition is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

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

SECTION 5:

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

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

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

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

APPROVED AS TO FORM:

Walton Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

[May 14, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

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

Recommendation:

That Council, by resolution, approve various amendments to the McMurry Business Park PUD (Planned Unit Development) Guidelines, as outlined below.

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. Major alterations to an approved plan are described in the Code as those that change the use, intent, rearrange the lots, realign major circulation patterns, density levels or open space. 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.

Proposed changes to the McMurry Business Park PUD Guidelines include the following:

1. The total acreage of the plan has been reduced by 73.6-acres, which is being rezoned to AG (Urban Agriculture) to remove it from the PUD.
2. The McMurry Business Park PUD Guidelines approved by Council in 2005 established five (5) different planning areas within the business park. Those planning areas are:
 - C – (Commercial-Retail/Office/Medical/Lodging);
 - RD – (Research and Development/Flex-Commercial/Light Industrial);
 - CMF – (Commercial/Multi-Family);
 - SF – (Detached Residential); and,
 - OS – (Open Space).

The revisions propose to remove the RD (Research & Development/Flex-Commercial/Light Industrial) planning area designation.

3. “Auto Sales” is being added as a permitted use in the CMF (Commercial/Multi-Family) planning area.

4. The PUD off-street parking standards are being deleted, and replaced with the City's off-street parking standards for various uses, found in Section 17.12.080 of the Casper Municipal Code.
5. Exhibit B "Land Use Plan" is being deleted and replaced with a new Exhibit B "Land Use Plan." In the new Land Use Plan, the area for the CMF (Commercial/Multi-Family) designation is being shifted from the central and southeast portions of the business park to primarily the northeast portion of the business park. The area for the C (Commercial-Retail/Office/Medical/Lodging) designation is shifting from the northeast portion of the industrial park to the west, and along the East Second Street corridor.
6. The PUD Guidelines are being revised to clarify the open space and landscaping requirements for the PUD. The applicants are proposing to add an area to the west side of the development, south of East Second Street, by annexing additional property, which is intended to be utilized to meet the minimum fifteen (15) percent usable open space requirement.

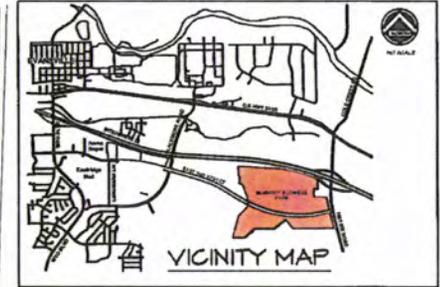
Planned Unit Developments are required to maintain a minimum of fifteen (15) percent of the area of the PUD as "usable open space." Usable open space is defined as unobstructed open space controlled and maintained by a property owners association for use by the occupants of a PUD, or by others for recreation. Usable open space cannot include space devoted to buildings, streets, and off-street parking areas.

The applicants have proposed three (3) areas of open space for the McMurry Business Park. The first area is along the west side of The Heights Addition, south of East Second Street. This area follows the power line easement south, to the Elkhorn Substation. The Planning and Zoning Commission included a recommended condition of approval that the applicant will submit to annex this area to the City within three (3) months of approval by the City Council of the revised guidelines, because much of this property is not currently part of the McMurry Business Park and located in the County. The second open space area encompasses the pond immediately south of Rocky Mountain Oncology. The applicants propose to convey this area to the City for use as a public park. In addition to the conveyance, the owners of the McMurry Business Park have offered to assist with the costs to develop the area into a public park with cash and in-kind work totaling \$100,000. The applicants have also offered to work with Rocky Mountain Oncology, the adjacent property owner, to obtain their participation in the development of the public park. The final proposed open space area is the approximately 2,000 foot long natural drainage area located along the east side of the Business Park, north of East Second Street. The applicants plan to keep this area natural, but would like to install four (4) benches along the drainage and suggest that the area will be most conducive to people walking pets.

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 proposed amendments to the McMurry Business Park PUD Guidelines and the associated zone change. The Planning and Zoning Commission's recommendation of approval on the Guidelines included the following two (2) recommended conditions:

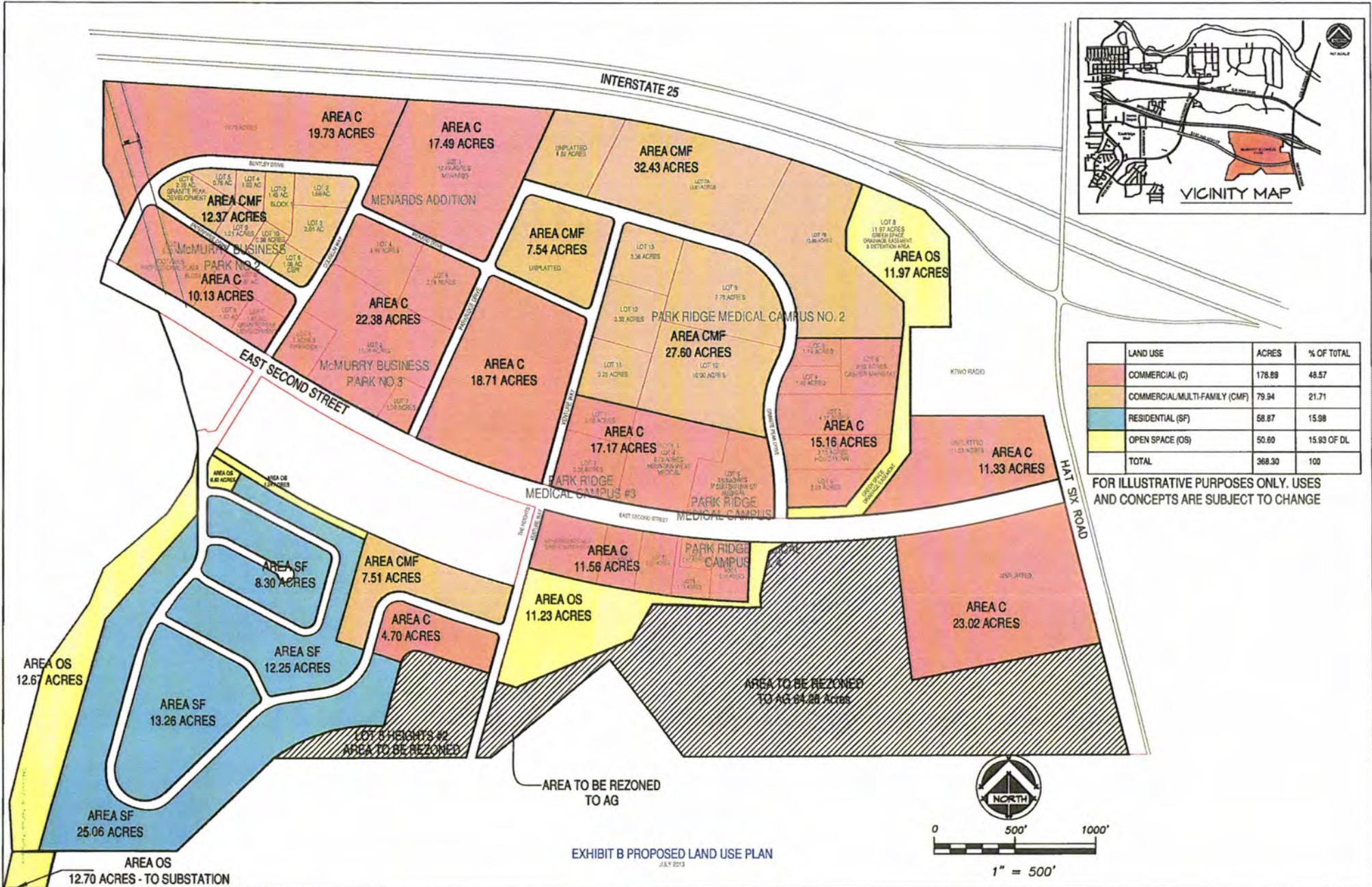
1. Upon final approval of the amendments to the PUD Guidelines by the City Council, a complete set of the updated PUD Guidelines shall be submitted to the City, with all the approved changes reflected in the final document. The applicant shall provide one (1) digital copy and four (4) hard copies to the City Planning Office.
2. Upon final approval of the amendments to the PUD Guidelines by the City Council, the applicants shall, within three (3) months, apply to annex the new area being incorporated into the business park along the west boundary of The Heights Addition, depicted on the amended Exhibit B as open space.

A Resolution has been prepared for Council's consideration.



LAND USE	ACRES	% OF TOTAL
COMMERCIAL (C)	178.89	48.57
COMMERCIAL-MULTI-FAMILY (CMF)	79.94	21.71
RESIDENTIAL (SF)	58.87	15.98
OPEN SPACE (OS)	50.60	15.93 OF DL
TOTAL	368.30	100

FOR ILLUSTRATIVE PURPOSES ONLY. USES AND CONCEPTS ARE SUBJECT TO CHANGE





McMurry Business Park

Planned Unit Development Design / Development Guidelines

June 12, 2005





Planned Unit Development Design/Development Guidelines

INTRODUCTION

This document constitutes the Planned Unit Development Design/Development Guidelines (this "PUD") applies to certain real property located in the City of Casper, Wyoming (the "City") as described on Exhibit A attached hereto (the "Property"), and is effective as of the date this PUD is recorded in the official records of the clerk and recorder of Natrona County, Wyoming.

This PUD establishes the land uses and densities that shall be permitted on the Property, a general development plan, and those development standards and conditions applicable to development and use of the Property.

In recognition of: (a) the tax revenues the City will receive from the Property and development thereon if the Property were annexed to the City, (b) the City's ability to provide for the orderly development of the Property if the Property were annexed to the City, (c) the size of the development contemplated under this PUD, (d) the necessity of phasing the development of the Property, (e) the possible impact of economic cycles and varying market conditions during the course of the development, (f) the substantial investment and time required to complete the development of such a large project as proposed on the Property, (g) the fact that such investments can be supported only if there are assurances that the development of the Property once annexed to the City will be allowed to proceed to ultimate completion as provided in this PUD, (h) the need to provide reasonable certainty, stability and fairness in the land use planning process, and (i) to stimulate economic growth, the City of Casper, Wyoming desires to: (1) adopt this PUD, and (2) provide certain assurances that the Property may be developed in accordance with the terms of this PUD for a period of at least 15 years.

**** *The Table of Contents begins on the following page*****

McMurry Business Park
Planned Unit Development
TABLE OF CONTENTS

ARTICLE I DEFINITIONS 1

ARTICLE II POLICIES AND INTENT 3

 2.01 **Commercial Multi-family Design.**..... 3

 2.02 **Residential Design.**..... 4

 2.03 **Office Design.**..... 4

 2.04 **Commercial Design.**..... 5

ARTICLE III DEVELOPMENT STANDARDS..... 5

 3.01 **Planning Areas.**..... 5

 3.02 **Permitted Uses and Densities.**..... 6

 3.03 **Primary Development Standards.**..... 6

 3.04 **Pre-Existing Uses.**..... 16

 3.05 **Heights of Buildings and Structures.**..... 16

 3.06 **Road Standards.**..... 16

 3.07 **Mixed-Use Development.**..... 17

 3.08 **Open Space.**..... 17

 3.09 **Signage.**..... 17

 3.10 **Parking.**..... 19

ARTICLE IV..... 19

ADDITIONAL STANDARDS APPLICABLE TO NON-RESIDENTIAL DEVELOPMENT 19

 4.01 **General Site Orientation and Circulation.**..... 19

 4.02 **Streetscape Design.**..... 20

 4.03 **General Architectural Standards.**..... 20

 4.04 **Visual Clearance.**..... 21

 4.05 **Off-Street Parking Standards (Non-residential).**..... 22

 4.06 **Fences and Retaining Walls.**..... 22

 4.07 **Lighting.**..... 24

 4.08 **Landscape Requirements.**..... 25

 4.09 **Outdoor Storage.**..... 26

 4.10 **Outdoor Displays of Merchandise.**..... 27

ARTICLE V APPROVALS..... 27

 5.01 **Plats.**..... 27

 5.02 **Sub-Area Plans.**..... 27

 5.03 **Project Site Plans.**..... 29

 5.04 **Condominium Maps.**..... 31

ARTICLE VI PRIVATE DESIGN REVIEW	31
6.01 DRC Procedures and Composition.	31
6.02 Design Guidelines.....	31
ARTICLE VII MISCELLANEOUS	32
7.01 Report Submitted Every Other Year.....	32
7.02 Amendments to this PUD.....	32
7.04 Incorporation Exhibits.	32
7.05 Other Interpretation Matters.	32
7.06 Entire PUD.	33
7.07 Relationship To The Code.....	33

**PLANNED UNIT
DEVELOPMENT**

**ARTICLE I
DEFINITIONS**

For the purposes of this PUD, the following capitalized terms shall have the meanings set forth below:

"**Annexation Agreements**" means those five Annexation Agreements, each dated August 2, 2005 between the City and the Developers.

"**Biennial Report**" has the meaning given to that term in Section 7.01.

"**Certificate of Plan Compliance**" means a certificate issued by the DRC certifying: (a) that plans for a building or structure proposed on the Property were reviewed by the DRC at meetings held on the date(s) specified in such certificate, (b) the names of members of the DRC who were in attendance at such meetings, and (c) that such plans comply with the Design Guidelines.

"**City**" means the City of Casper, Wyoming.

"**Code**" means the City of Casper Code.

"**Commission**" means the Planning and Zoning Commission for the City.

"**Council**" means the City Council for the City.

"**Covenants**" means the covenants, conditions and restrictions recorded against all or any portion of the Property by the Developers.

"**Design Guidelines**" means the design guidelines for the Property adopted by the DRC.

"**Developers**" means the Lead Developer, EGR, RMOP, MIC and VAR.

"**DRC**" means the McMurry Business Park Design Review Committee established pursuant to one or more sets of Covenants recorded against the Property.

"**DRC Review Procedures**" has the meaning given to that term in Section 6.01.

"**Effective Date**" means the date this PUD is Recorded.

"**EGR**" means Eastgate Ranch, LLC, a Wyoming limited liability company.

"**Lead Developer**" means Bar Nunn Development Co., LLC, a Wyoming limited liability company.

"**Mayor**" means the mayor of the City.

"**McMurry Business Park**" means the master planned community to be developed on the Property.

"**MIC**" means Meadowland Investment Co., LLC, a Wyoming limited liability company.

"**Owner**" means the owner of all or any portion of the Property.

"**Owners' Association**" means an owners' association for all or any portion of the Property established pursuant to any Covenants.

"**Parcel**" means any lot, tract, parcel or portion of real property within the Property.

"**Planning Area**" means each of geographic areas into which the Property is divided as set forth in Section 3.01.

"**Planning Department**" means the Planning Department within the City's Community Development Department.

"**Planning Director**" means the Director of the Planning Department within the City's Community Development Department.

"**Platted Parcel**" means a finally platted Parcel.

"**Property**" means that certain real property located in Natrona County, Wyoming as described on Exhibit A attached hereto.

"**PUD**" means this document, which constitutes the Planned Unit Development for the Property.

"**Recorded**" or "**Recording**" means recorded or recording, as appropriate, in the official real property records of the clerk and recorder for Natrona County, Wyoming.

"**RMOP**" means Rocky Mountain Oncology Properties, LLC, a Wyoming limited liability company.

"**Site Plan Agreement**" has the meaning given to that term in the Code.

"**Sub-Area Plan**" has the meaning given to that term in Section 5.02.

"**Table of Sign Standards**" has the meaning given to that term in Section 3.09.

"**VAR**" means V.A. Resources, LLC, a Wyoming limited liability company.

ARTICLE II POLICIES AND INTENT

In general, the primary community design goal for the McMurry Business Park is to develop an attractive, well-planned business center that promotes an active commercial civic center and a major employment center with supporting residential and lodging opportunities.

Set forth below in this Article II are specific goals and objectives for the design and development of the Property. The Planning Director shall have the authority to grant minor alterations to the design standards set forth in this PUD to satisfy the goals and policies set forth in this Article II.

2.01 Commercial Multi-family Design.

The primary commercial multi-family planning and design objective is to provide opportunities for higher density residential in close complementary proximity to commercial and employment uses. Complementary relationships may include adjacent uses on separate lots, separate uses mixed on the same lot or separate uses mixed within the same building. Guiding principles in support of that objective include the following:

- (a) Organize the buildings and streets to concentrate pedestrian activity within appropriately scaled areas, in order to create a strong sense of identity and community.
- (b) Focus people-oriented activities (store entrances, window shopping, outdoor dining, displays, and signage) along the streets and in front of buildings.
- (c) Locate parking, deliveries, trash and other ancillary services at the rear of buildings.
- (d) Develop a focused, efficient pattern of buildings and open spaces in order to concentrate activities, rather than dissipate them in a way that increases dependence on the automobile.
- (e) Design buildings, streets and parking lots to include areas that are scaled to pedestrians (with regard to such issues as the height and length of walls, the amount of uninterrupted pavement, the width of streets, the distance between crosswalks, continuity of shop fronts and the size of signage).
- (f) Encourage the development of pedestrian amenities such as benches, trash receptacles and pedestrian-scale lighting, as well as outdoor dining areas - all of which enhance the experience of the area by foot.
- (g) Create a complex and diverse network of streets, buildings, open spaces and well-distributed parking lots to enhance visual interest and efficiency.

- (h) Provide adequate land for a mix of commercial, medical-related uses and higher-density residential development, to allow mixed-use areas to evolve over time.

2.02 **Residential Design.**

The primary objective for residential design is to develop high-quality residential neighborhoods that are both livable and attractive to residents and have the potential to increase in value over time. Guiding principles in support of that objective include the following:

- (a) Provide a range of residential densities and housing types.
- (b) Create sociable residential environments, with houses that have a positive orientation to streets that serve them.
- (c) Ensure that garages do not dominate the residential streetscape and house frontages.
- (d) Ensure that useable backyard space is provided as private open space on single-family lots.

2.03 **Office Design.**

The primary objective in the planning and design of office areas is to create a cohesive office setting that does not treat development parcels as isolated elements and establishes an overall identity for office subareas. Guiding principles supporting that objective include:

- (a) Develop an attractive employment center that considers both linkages and transitions to adjacent areas.
- (b) Create a well-coordinated, campus-like setting for office subarea businesses.
- (c) Create a strong sense of identity from the Interstate-25 highway edge and a strong sense of entry from arterial and collector streets.
- (d) Encourage landscaping throughout parcels to distinguish entries and exits and to break up large surface parking lots. Landscaping should be distributed throughout parking areas rather than solely clustered along the edges.
- (e) Buffer surface parking areas from view from adjacent buildings, streets and freeways.
- (f) Create a coordinated signage system that provides clear criteria for the design of attractive directional and business identification signs. Criteria would address size, location, attachment, illumination quality, informational content and type of materials to be used.

2.04 **Commercial Design.**

The primary planning and design objective for commercial areas is to organize buildings, parking and internal site circulation to create convenient, comfortably-scaled commercial activity areas. Guiding principles in support of that objective include the following:

- (a) Provide a diverse mix of complementary commercial uses (retail, restaurant, service, etc.).
- (b) Create a strong identity that represents the entire commercial site. This may be accomplished through the use of finishes or site elements that tie the different uses together.
- (c) Provide a variety of building sizes and building facade articulation to foster variety, mix and to mitigate large-scale building masses.
- (d) Arrange uses to maximize connections, minimize conflicts and promote shared parking where possible.
- (e) Locate service and ancillary areas so that they can be visually screened from view and are away from pedestrian activity areas.
- (f) Encourage site design where parking does not dominate site layout from streets or from buildings.
- (g) Provide direct, continuous pedestrian routes from the street to building entries, across large parking areas and between activity areas of the project site.

ARTICLE III DEVELOPMENT STANDARDS

3.01 **Planning Areas.**

- (a) **Planning Areas.** The property is comprised of the following Planning Areas, which are as described generally on Exhibit B attached hereto:
 - (i) C – (Commercial-Retail/Office/Medical/Lodging);
 - (ii) RD – (Research & Development/Flex-Commercial/Light Industrial);
 - (iii) CMF – (Commercial/Multi-Family);
 - (iv) SF – (Detached Residential); and
 - (v) OS – (Open Space).

(b) **Actual Boundaries of Planning Areas and Streets.** The conceptual boundaries of each Planning Area and certain streets within the Property are described generally on Exhibit B attached hereto. The actual boundaries of all or any portion of any Planning Area and streets within the Property shall be established by the Developers at the time of platting of the relevant area. The actual boundaries of the Planning Areas and location of such streets may vary from those described on Exhibit B provided they are generally in accordance with those shown on Exhibit B.

3.02 **Permitted Uses and Densities.**

This PUD establishes the land uses and densities permitted within each Planning Area. Such permitted uses and densities are set forth in Figure 3.03.

3.03 **Primary Development Standards.**

The densities, permitted uses and certain other development standards within each Planning Area are set forth in Figure 3.03.

* * * * *Figure 3.03 begins on the following page* * * * *

Figure 3.03	Planning Area C
Permitted Uses	<p>Permitted uses within Planning Area C shall include:</p> <ul style="list-style-type: none"> ▪ General offices ▪ Theaters ▪ Hospitals ▪ Medical and dental offices, clinics and laboratories ▪ Convenience stores ▪ Nursing homes ▪ Assisted living facilities ▪ Churches and Synagogues ▪ Schools ▪ Police and fire stations ▪ Financial institutions, including drive-through banks ▪ Indoor recreational facilities (including private health and wellness centers, athletic clubs, indoor pools and training facilities, climbing walls, and dance studios) ▪ Stores for wholesale or retail sales ▪ Hotels and motels ▪ Restaurants (including sit-down, take-out and drive-through facilities) ▪ Bars ▪ Day care facilities ▪ Research and development laboratories ▪ Light manufacturing ▪ Auto sales ▪ RV and motorcycle sales ▪ Temporary construction or sales trailers and offices, provided that construction offices and trailers are removed from the site within 30 days of the issuance of a certificate of occupancy for the building to which the office is appurtenant, and sales offices are removed within 30 days of the initial sale of the last lot within this use area ▪ Other uses similar in character to those specifically listed above
Accessory Uses	<p>Accessory uses within Planning Area C shall include:</p> <ul style="list-style-type: none"> ▪ Outdoor restaurant seating ▪ Outdoor plazas and gathering areas ▪ Communication antennas, incidental to a principal use only ▪ Pedestrian, bicycle and equestrian trails ▪ Storm water detention ponds ▪ Parking structures, surface parking and parking-related facilities, incidental to primary use ▪ Other uses that are accessory or incidental to the primary uses and/or similar to accessory uses permitted for similarly zoned districts
Maximum Floor Area Ratio	<ol style="list-style-type: none"> 1. Medical facilities (including, without limitation, hospitals, research and development facilities, doctors' offices): 0.50 2. Commercial development: 0.33

Figure 3.03	Planning Area C															
Minimum Landscaped Area per Platted Parcel	<p>Minimum Landscaped Area: 15%</p> <p>Note: The amount of landscaped area for a Platted Parcel may be decreased if: (i) such change contributes to the overall character of the project, (ii) the type and/or quantity of the development is of such a nature to accomplish the objective of buffering the development on such parcel from other parcels, and (iii) storm water management techniques are used to reduce the impact of such change.</p> <p>Note: For purposes of this minimum landscape requirement, hardscaped areas (such as formal plazas, seating areas, etc.), as well as xeriscaped and other impervious areas, shall be considered landscaped areas.</p>															
Maximum Floor Plate for any Single Building	250,000 sq. ft., provided that larger floor plates shall be permitted if the building is designed with articulation and other features to break up the bulk and mass thereof, to the extent practicable.															
Setbacks for Buildings and Structures	<table border="1" data-bbox="451 772 1395 997"> <thead> <tr> <th colspan="2" data-bbox="451 772 1395 808">The following setbacks shall apply to all Structures on Platted Parcels:</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 808 1263 842">Arterial or collector street right-of-way</td> <td data-bbox="1263 808 1395 842">30'</td> </tr> <tr> <td data-bbox="451 842 1263 875">Local or private street right-of-way</td> <td data-bbox="1263 842 1395 875">20'</td> </tr> <tr> <td data-bbox="451 875 1263 909">Interior lot line</td> <td data-bbox="1263 875 1395 909">0'*</td> </tr> <tr> <td data-bbox="451 909 1263 942">Exterior boundary of PUD Property</td> <td data-bbox="1263 909 1395 942">20'</td> </tr> <tr> <td data-bbox="451 942 1263 976">Minimum distance between buildings on the same Platted Parcel</td> <td data-bbox="1263 942 1395 976">10'***</td> </tr> <tr> <td data-bbox="451 976 1263 997">Minimum distance between buildings on separate Platted Parcels</td> <td data-bbox="1263 976 1395 997">10'***</td> </tr> </tbody> </table> <p>*Minimum building separation must be 10 feet except for buildings with common walls. **No minimum separation required for buildings with common walls.</p>		The following setbacks shall apply to all Structures on Platted Parcels:		Arterial or collector street right-of-way	30'	Local or private street right-of-way	20'	Interior lot line	0'*	Exterior boundary of PUD Property	20'	Minimum distance between buildings on the same Platted Parcel	10'***	Minimum distance between buildings on separate Platted Parcels	10'***
The following setbacks shall apply to all Structures on Platted Parcels:																
Arterial or collector street right-of-way	30'															
Local or private street right-of-way	20'															
Interior lot line	0'*															
Exterior boundary of PUD Property	20'															
Minimum distance between buildings on the same Platted Parcel	10'***															
Minimum distance between buildings on separate Platted Parcels	10'***															
Maximum Height of Buildings and Structures	The maximum height of buildings and structures in Planning Area C shall be 75 feet, provided, however the maximum height of building and buildings shall be increased, to a maximum of 120 feet, if (a) those portions of the building exceeding 75 feet are stepped or articulated to reduce the mass thereof and/or (b) the setbacks from property lines are increased in a manner which preserves, to the extent practicable, view corridors and solar access. (See also Section 3.05 regarding architectural features and mechanical equipment.)															

Figure 3.03	Planning Area RD
Permitted Uses	Permitted uses within Planning Area RD shall include: <ul style="list-style-type: none"> ▪ General offices ▪ Light manufacturing ▪ Research and development facilities ▪ Flex space, which includes, but is not limited to: parts distribution facilities, light assembly, and contractor/artisan/antiques workshops ▪ Medical and dental offices, clinics and laboratories ▪ Financial institutions, including drive-through banks ▪ Churches and Synagogues ▪ Schools ▪ Police and fire stations ▪ Temporary construction or sales trailers and offices, provided that construction offices and trailers are removed from the site within 30 days of the issuance of a certificate of occupancy for the building to which the office is appurtenant, and sales offices are removed within 30 days of the initial sale of the last lot within this use area. ▪ Other uses similar in character to those specifically listed above
Accessory Uses	Accessory uses within Planning Area RD shall include: <ul style="list-style-type: none"> ▪ On-site indoor storage ▪ On-site outdoor storage with screening or landscape buffering ▪ Fleet vehicle parking, either located indoors or associated with an active principal use only ▪ Outdoor plazas and gathering areas ▪ Communication antennas, incidental to a principal use only ▪ Pedestrian, bicycle and equestrian trails ▪ Storm water detention facilities ▪ Parking structures, surface parking and parking-related facilities, incidental to primary use ▪ Other uses that are accessory or incidental to the primary uses and/or similar to accessory uses permitted for similarly zoned districts
Maximum Floor Area Ratio	1. Medical facilities (including, without limitation, hospitals, research and development facilities, doctors' offices): 0.5 2. Commercial development: 0.33
Minimum Landscaped Area per Platted Parcel	Minimum Landscaped Area: 10% Note: The amount of landscaped area for a Platted Parcel may be decreased if: (i) such change contributes to the overall character of the project, (ii) the type and/or quantity of the development is of such a nature to accomplish the objective of buffering the development on such parcel from other parcels, and (iii) storm water management techniques are used to reduce the impact of such change. Note: For purposes of this minimum landscape requirement, hardscaped areas (such as formal plazas, seating areas, etc.), as well as xeriscaped and other impervious areas, shall be considered landscaped areas.
Maximum Floor Plate for any Single Building	250,000 sq. ft., provided that larger floor plates shall be permitted if the building is designed with articulation and other features to break up the bulk and mass thereof, to the extent practicable.

Figure 3.03	Planning Area RD															
Setbacks for Buildings and Structures	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="451 344 1289 380">The following setbacks shall apply to all Structures on Platted Parcels:</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 380 1289 411">Arterial or collector street right-of-way</td> <td data-bbox="1289 380 1404 411">30'</td> </tr> <tr> <td data-bbox="451 411 1289 443">Local or private street right-of-way</td> <td data-bbox="1289 411 1404 443">20'</td> </tr> <tr> <td data-bbox="451 443 1289 474">Interior lot line</td> <td data-bbox="1289 443 1404 474">0'*</td> </tr> <tr> <td data-bbox="451 474 1289 506">Exterior boundary of PUD Property</td> <td data-bbox="1289 474 1404 506">20'</td> </tr> <tr> <td data-bbox="451 506 1289 537">Minimum distance between buildings on the same Platted Parcel</td> <td data-bbox="1289 506 1404 537">10'**</td> </tr> <tr> <td data-bbox="451 537 1289 569">Minimum distance between buildings on separate Platted Parcels</td> <td data-bbox="1289 537 1404 569">10'**</td> </tr> </tbody> </table> <p data-bbox="451 600 1404 632">*Minimum building separation must be 10 feet except for buildings with common walls.</p> <p data-bbox="451 632 1203 663">**No minimum separation required for buildings with common walls.</p>		The following setbacks shall apply to all Structures on Platted Parcels:		Arterial or collector street right-of-way	30'	Local or private street right-of-way	20'	Interior lot line	0'*	Exterior boundary of PUD Property	20'	Minimum distance between buildings on the same Platted Parcel	10'**	Minimum distance between buildings on separate Platted Parcels	10'**
The following setbacks shall apply to all Structures on Platted Parcels:																
Arterial or collector street right-of-way	30'															
Local or private street right-of-way	20'															
Interior lot line	0'*															
Exterior boundary of PUD Property	20'															
Minimum distance between buildings on the same Platted Parcel	10'**															
Minimum distance between buildings on separate Platted Parcels	10'**															
Maximum Height of Buildings and Structures	45 feet, provided that the maximum height of buildings and structures may be increased if (a) those portions of the building exceeding the maximum height are stepped or articulated to reduce the mass thereof and/or (b) the setbacks from property lines are increased in a manner which preserves, to the extent practicable, view corridors and solar access. (See also Section 3.05 regarding architectural features and mechanical equipment.)															

Figure 3.03	Planning Area CMF
Permitted Uses	Permitted uses within Planning Area CMF shall include: <ul style="list-style-type: none"> ▪ One-family attached dwellings ▪ Multi-family dwellings ▪ General offices ▪ Theaters ▪ Hospitals ▪ Medical and dental offices, clinics and laboratories ▪ Convenience stores ▪ Nursing homes ▪ Assisted living facilities ▪ Police and fire stations ▪ Churches ▪ Synagogues ▪ Schools ▪ Financial institutions, including drive-through banks ▪ Indoor recreational facilities (including private health and wellness centers, athletic clubs, indoor pools and training facilities, climbing walls, and dance studios) ▪ Stores for wholesale or retail sales ▪ Hotels and motels ▪ Restaurants (including sit-down, take-out and drive-through facilities) ▪ Bars ▪ Day care facilities ▪ Community center buildings ▪ Temporary construction or sales trailers and offices, provided that construction offices and trailers are removed from the site within 30 days of the issuance of a certificate of occupancy for the building to which the office is appurtenant, and sales offices are removed within 30 days of the initial sale of the last lot within this use area ▪ Other uses similar in character to those specifically listed above
Accessory Uses	Accessory uses within Planning Area CMF shall include: <ul style="list-style-type: none"> ▪ Public parks and recreation areas ▪ Private parks and recreation areas ▪ Outdoor restaurant seating ▪ Outdoor plazas and gathering areas ▪ Communication antennas, incidental to a principal use only ▪ Pedestrian, bicycle and equestrian trails ▪ Storm water detention ponds ▪ Parking structures, incidental to primary use ▪ Other uses that are accessory or incidental to the primary uses and/or similar to accessory uses permitted for similarly zoned districts
Maximum Permitted Density for any Project	24 dwelling units/acre within the Project
Maximum Floor Area Ratio	1. Medical facilities (including, without limitation, hospitals, research and development facilities, doctors' offices): 0.50 2. Commercial development outside of a residential building: 0.33 3. Commercial development within a residential building: 0.25

Figure 3.03	Planning Area CMF																			
Minimum Landscaped Area per Platted Parcel	Minimum Landscaped Area: 30% Note: The amount of landscaped area for a Platted Parcel may be decreased if: (i) such change contributes to the overall character of the project, (ii) the type and/or quantity of the development is of such a nature to accomplish the objective of buffering the development on such parcel from other parcels, and (iii) storm water management techniques are used to reduce the impact of such change. Note: For purposes of this minimum landscape requirement, hardscaped areas (such as formal plazas, seating areas, etc.), as well as xeriscaped and other impervious areas, shall be considered landscaped areas.																			
Maximum Floor Plate for any Single Building	250,000 sq. ft., provided that larger floor plates shall be permitted if the building is designed with articulation and other features to break up the bulk and mass thereof, to the extent practicable.																			
Setbacks for Buildings and Structures	<table border="1" data-bbox="451 716 1437 1119"> <thead> <tr> <th></th> <th>Front</th> <th>Side</th> <th>Rear</th> </tr> </thead> <tbody> <tr> <td>Primary Structures</td> <td>10' for projects with urban character in a cluster village development. 20' for all other projects.</td> <td>10'</td> <td>10'</td> </tr> <tr> <td>Accessory Structures</td> <td>10' for projects with urban character in a cluster village development. 20' for all other projects.</td> <td>5'</td> <td>10'</td> </tr> <tr> <td>Driveways</td> <td>20'* for residential 10'* for non-residential</td> <td>0'</td> <td>5'</td> </tr> </tbody> </table> <p>* Setback applies to corner lots only and measures distance from the property line that is parallel to the driveway.</p> <p>Notes: (1) A 15-foot minimum separation is required between parking and buildings. (2) For corner lots, the front setback is applied to corner side setback. (3) The setbacks in this chart are setbacks from property lines. (4) Notwithstanding the foregoing setbacks, if buildings have a common wall, the setback shall be zero.</p>					Front	Side	Rear	Primary Structures	10' for projects with urban character in a cluster village development. 20' for all other projects.	10'	10'	Accessory Structures	10' for projects with urban character in a cluster village development. 20' for all other projects.	5'	10'	Driveways	20'* for residential 10'* for non-residential	0'	5'
	Front	Side	Rear																	
Primary Structures	10' for projects with urban character in a cluster village development. 20' for all other projects.	10'	10'																	
Accessory Structures	10' for projects with urban character in a cluster village development. 20' for all other projects.	5'	10'																	
Driveways	20'* for residential 10'* for non-residential	0'	5'																	
Maximum Height of Buildings and Structures	55 feet, provided that the maximum height of buildings and structures may be increased if (a) those portions of the building exceeding the maximum height are stepped or articulated to reduce the mass thereof and/or (b) the setbacks from property lines are increased in a manner which preserves, to the extent practicable, view corridors and solar access. (See also Section 3.05 regarding architectural features and mechanical equipment.)																			

Figure 3.03	Planning Area SF			
Permitted Uses	Permitted uses within Planning Area SF shall include: <ul style="list-style-type: none"> ▪ One-family detached dwellings ▪ One-family attached dwelling units, including, without limitation, duplexes, townhouses and row houses ▪ Golf courses ▪ Community center buildings ▪ Police and fire stations ▪ Churches ▪ Synagogues ▪ Schools ▪ Temporary construction or sales trailers and offices, provided that construction offices and trailers are removed from the site within 30 days of the issuance of a certificate of occupancy for the building to which the office is appurtenant, and sales offices are removed within 30 days of the initial sale of the last lot within this use area ▪ Other uses similar in character to those specifically listed above 			
Accessory Uses	Accessory uses within Planning Area SF shall include: <ul style="list-style-type: none"> ▪ Secondary for sale or for rent dwelling units over garages ▪ Public parks and recreation areas ▪ Private parks and recreation areas ▪ Other uses that are accessory or incidental to the primary uses and/or similar to accessory uses permitted for similarly zoned districts 			
Maximum Permitted Density for any Project	8 dwelling units/acre within the Project			
Minimum Landscaped Area per Platted Parcel	Minimum Landscaped Area: 30% Note: The amount of landscaped area for a Platted Parcel may be decreased if: (i) such change contributes to the overall character of the project, (ii) the type and/or quantity of the development is of such a nature to accomplish the objective of buffering the development on such parcel from other parcels, and (iii) storm water management techniques are used to reduce the impact of such change. Note: For purposes of this minimum landscape requirement, hardscaped areas (such as formal plazas, seating areas, etc.), as well as xeriscaped and other impervious areas, shall be considered landscaped areas.			
Setbacks for Buildings and Structures				
		Front	Side	Rear
	Primary Structures	20'	5'*	15'
	Accessory Structures	20'	5'	5'
	Garages	20'	5'	5'
Driveways	20'**	0'	5'	
* Zero-lot line configurations are allowed with 10-foot opposing side setback. ** Setback applies to corner lots only and measures distance from the property line that is parallel to the driveway.				
Notes: (1) The setbacks in this chart are setbacks from property lines. (2) Notwithstanding the foregoing setbacks, if buildings have a common wall, the setback shall be zero.				

Figure 3.03	Planning Area SF
Maximum Height of Buildings and Structures	35 feet, provided that the maximum height of buildings and structures may be increased if (a) those portions of the building exceeding the maximum height are stepped or articulated to reduce the mass thereof and/or (b) the setbacks from property lines are increased in a manner which preserves, to the extent practicable, view corridors and solar access. (See also Section 3.05 regarding architectural features and mechanical equipment.)

Figure 3.03	Planning Area OS															
Permitted Uses	Permitted uses within Planning Area OS shall include: <ul style="list-style-type: none"> ▪ General outdoor passive and active recreation activities ▪ Park activities and open space ▪ Golf courses ▪ Public parks ▪ Pedestrian, bicycle, and equestrian trails ▪ Park maintenance facilities ▪ Temporary construction trailers and offices, provided that construction offices and trailers are removed from the site within 30 days of the issuance of a certificate of occupancy for the building to which the office is appurtenant ▪ Other uses similar in character to those specifically listed above ▪ Notwithstanding other provisions herein, RV storage is not permitted within Planning Area OS 															
Accessory Uses	Accessory uses within Planning Area OS shall include: <ul style="list-style-type: none"> ▪ Pedestrian, bicycle and equestrian trails ▪ Public rest room facilities ▪ Food and beverage concessions (portable and permanent) ▪ Exterior storage related to permitted uses within Planning Area OS, on the condition such storage is screened from residential areas with solid fencing, berming, landscaping, or other buffering ▪ Communication antennas, incidental to a principal use only ▪ Other uses that are accessory or incidental to the primary uses and/or similar to accessory uses permitted for similarly zoned districts 															
Minimum Landscaped Area per Platted Parcel	Minimum Landscaped Area: 25% (Relates only to buildings/parking areas constructed in connection with the permitted uses) <p>Note: The amount of landscaped area for a Platted Parcel may be decreased if: (i) such change contributes to the overall character of the project, (ii) the type and/or quantity of the development is of such a nature to accomplish the objective of buffering the development on such parcel from other parcels, and (iii) storm water management techniques are used to reduce the impact of such change.</p> <p>Note: For purposes of this minimum landscape requirement, hardscaped areas (such as formal plazas, seating areas, etc.), as well as xeriscaped and other impervious areas, shall be considered landscaped areas.</p>															
Setbacks for Buildings and Structures	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #008000; color: white;"> <th style="width: 60%;"></th> <th style="width: 15%;">Front</th> <th style="width: 15%;">Side</th> <th style="width: 10%;">Rear</th> </tr> </thead> <tbody> <tr> <td>Primary Structures</td> <td style="text-align: center;">10'</td> <td style="text-align: center;">10'</td> <td style="text-align: center;">10'</td> </tr> <tr> <td>Accessory Structures</td> <td style="text-align: center;">10'</td> <td style="text-align: center;">5'</td> <td style="text-align: center;">10'</td> </tr> </tbody> </table> <p>Note: The setbacks in this chart are setbacks from property lines.</p>					Front	Side	Rear	Primary Structures	10'	10'	10'	Accessory Structures	10'	5'	10'
	Front	Side	Rear													
Primary Structures	10'	10'	10'													
Accessory Structures	10'	5'	10'													
Maximum Height of Buildings and Structures	35 feet, provided that the maximum height of buildings and structures may be increased if (a) those portions of the building exceeding the maximum height are stepped or articulated to reduce the mass thereof and/or (b) the setbacks from property lines are increased in a manner which preserves, to the extent practicable, view corridors and solar access. (See also, Section 3.05 regarding architectural features and mechanical equipment.)															

3.04 **Pre-Existing Uses.**

In addition to the uses permitted above in Figure 3.03, all uses occurring or existing on the Property on or prior to the Effective Date shall be deemed permitted uses within the Property.

3.05 **Heights of Buildings and Structures.**

- (a) **Maximum Height.** The height of buildings and structures within each Planning Area shall not exceed the height standards set forth in Figure 3.03.
- (b) **Methodology.** The heights of buildings and structures within the Property shall be calculated using the methodology set forth in the Code.
- (c) **Architectural Features.** Architectural features, including, but not limited to, chimneys, cupolas, skylights, vents, elevators, stair towers, mechanical equipment and other roof appendages may exceed the maximum height otherwise allowed by an amount not to exceed 10 feet.

3.06 **Road Standards.**

- (a) **Cross-Sections.** In planning the network of streets proposed for the Property, the multiple functions that streets serve have been carefully considered to balance the needs of auto travelers, bicyclists and pedestrians. Additionally, compatibility of those streets with the character and identity of the uses they serve has also been an important consideration in the planning of the Property. In order to achieve the best fit between the transportation functions of proposed streets and neighborhood compatibility, a range of alternative street cross-sections, set forth on Exhibit C attached hereto, has been proposed for potential use in Property.
- (b) **Traffic Impact Study.**
 - (i) The alternative street cross-section designs set forth on Exhibit C are presented as alternatives for use in locations that can be demonstrated appropriate by a traffic impact study, if necessary. Specific locations for alternative cross-section use will be identified at the subarea plan level and confirmed at the final plat level, when specific traffic needs can be accurately modeled, if necessary, to evaluate a proposed street section's adequacy.
 - (ii) It shall be permissible within the Property to construct streets in accordance with either: (A) the alternative street cross-sections set forth on Exhibit C, or (B) the standard City street cross-sections.

3.07 **Mixed-Use Development.**

McMurry Business Park has been designed as a mixed-use development to further the design objectives set forth in Article II. Accordingly: (a) each Parcel may contain one or more buildings; (b) different uses (e.g., residential and commercial) may be contained within the same building; and (c) buildings containing one type of use (e.g., residential) may be located on the same Parcel as buildings containing a different type of use (e.g., commercial).

3.08 **Open Space.**

- (a) **Requirements.** Usable open space shall be provided in the following amounts:
- (i) 20% of the developed land area within Planning Area SF,
 - (ii) 15% of the developed land area within Planning Area C,
 - (iii) 20% of the developed land area within Planning Area CMF that is developed for residential uses,
 - (iv) 15% of the developed land area within Planning Area CMF that is developed for non-residential uses, and
 - (v) 10% of the developed land area within Planning Area RD.
- (b) **Planning Area OS.** The Lead Developer may designate all or any portion of Planning Area OS toward satisfaction of the usable open space requirements of this Section 3.08, and all such designations shall be counted toward satisfying such requirements.
- (c) **Backyards.** Backyards on single-family lots shall not be counted as usable open space for purposes of this Section 3.08.

3.09 **Signage.**

- (a) **Standards for On-Premises Signage According to Planning Area.** The on-premise signage standards set forth in the table at the end of Chapter 17.96 of the Code (the “**Table of Sign Standards**”) shall apply to on-premise signs within the Property as follows (See Exhibit D – Sign Regulations Key):
- (i) On-premise signs within Planning Areas C and RD adjacent to Interstate 25 shall comply with those standards set forth in the Table of Sign Standards for zoning district C-4 (highway business).
 - (ii) On-premise signs within Planning Areas C and RD adjacent to East 2nd Street shall comply with those standards set forth in the Table of Sign Standards for zoning district C-2 (general business).

- (iii) On-premise signs within Planning Area CMF shall comply with the standards set forth in the Table of Sign Standards: (A) for zoning district C-2 (general business) if such signs are related to non-residential development, or (B) for zoning districts R-3, R-4, R-5, R-6 and A-6 (multifamily) if such signs are related to residential development.
- (iv) On-premise signs within Planning Area SF shall comply with those standards set forth in the Table of Sign Standards for zoning districts R-1 and R-2 (residential zones); provided, however, neighborhood entrance signs shall be permitted without regard to the Table of Sign Standards if, with respect to any such entry sign: (A) the sign area of such sign is not greater than 32 square feet; (B) the height of such sign is not greater than 12 feet; and (C) such sign is at least 4 feet from all property lines.
- (v) On-premise signs within Planning Area OS shall comply with the standards set forth in the Table of Sign Standards for zoning district P-H (park and historic).

The Table of Sign Standards shall not apply to on-premise signs within the Property other than as expressly set forth above in this paragraph 3.09(a).

(b) **General Sign Standards.**

- (i) To promote overall project continuity, ground-mounted, free-standing signs shall incorporate masonry materials as a base or as integral components of the sign structure.
- (ii) To promote thematic neighborhood identity, a consistent masonry material shall be established on a neighborhood-by-neighborhood basis in the Design Guidelines.
- (iii) To promote individual site continuity, all signs shall be constructed of materials that are consistent and complementary to the buildings they serve.
- (iv) All materials used in signage, except temporary signage, shall be durable, of permanent nature, require minimum maintenance and be resistant to weathering and staining.
- (v) Ground mounted illumination shall be from a concealed light source only.
- (vi) Rear illuminated awning signs or awnings illuminated from a lighting source mounted behind the awning are prohibited.
- (vii) Portable signs, sandwich boards, trailer signs and signs attached to structures with one (1) or more wheels are prohibited.

(viii) Off-premises billboard signs are prohibited. Notwithstanding the foregoing, off-premise signs that are not billboards (such as off-premise roof signs, free-standing signs that are not billboards, bench signs, etc.) shall be permitted in Planning Areas C, CMF and RD as a conditional use in accordance with Section 17.96.050 of the Code.

(ix) Rooftop signs are prohibited.

(c) **Design Guidelines.** In addition to the standards set forth in paragraphs 3.09(a) and 3.09(b) above, all signs within the Property must comply with the Design Guidelines, which may be more restrictive.

3.10 **Parking.**

(a) The minimum number of parking spaces required for residential development within the Property is as follows:

Use	Minimum Parking Requirement
Single-family development	2 spaces per unit, plus one space adjacent to secondary dwelling unit over garage
Multi-family development	1.25 spaces per 1 bedroom unit; 2 spaces per 2 bedroom unit plus 0.5 spaced for each additional bedroom

(b) The minimum number of parking spaces required for non-residential development within the Property is set forth in Section 4.05.

**ARTICLE IV
ADDITIONAL STANDARDS APPLICABLE TO NON-RESIDENTIAL
DEVELOPMENT**

The provisions of this Article IV shall apply only to non-residential development within the Property.

4.01 **General Site Orientation and Circulation.**

(a) Buildings should be sited to respect the character of the land forms, features and landscaping, climatic conditions, street fronts and approaches and adjacent buildings and their views to and from the site.

(b) Sites shall be designed in a comprehensive manner, providing order and compatibility to avoid inconsistent or confusing development.

- (c) Buildings or groups of buildings shall generally face the street or the street it addresses. A building with entrances on the walls which face away from the street shall incorporate architectural components on the wall which faces the street.
- (d) Buildings shall be sited to gather with other buildings where practical, utilizing common service areas and separated parking areas.
- (e) Building entrances shall be visible and accessible from primary driveways and drop-off areas.
- (f) Groups of buildings shall be sited to create exterior spaces, varied pedestrian ways, parking area definition and clear/organized circulation patterns.
- (g) Vehicular access points should lead directly to building entrances or approaches, or the center of building groups.
- (h) Vehicular circulation shall be designed to appropriately accommodate all types of traffic and vehicles in safe, continuous and smooth movements.
- (i) Projects shall have sufficient access throats from the street system to allow for adequate stacking out of parking areas.
- (j) Shared service drives, delivery access, loading and service areas are encouraged wherever possible.
- (k) Each site shall provide a direct pedestrian connection from the building entrance to the street it faces and the street pedestrian corridor.
- (l) Groups of buildings shall be designed to provide continuous pedestrian connections linking the buildings on the site and to the street pedestrian corridor.

4.02 **Streetscape Design.**

- (a) The McMurry Business Park shall establish a comprehensive and cohesive set of streetscape standards for non-residential area street frontages.
- (b) Streetscape standards shall address street trees, street lighting, pedestrian lighting, benches, trash receptacles, bike racks and other site furnishings.
- (c) Streetscape standards shall be included in the Design Guidelines and administered by the DRC.

4.03 **General Architectural Standards.**

- (a) **Building Sides.** The sides of all buildings shall include the same materials as are used on the buildings' front facade.

- (b) **Building Walls.** Building walls should be articulated with a change in surface material, color or surface plane to break up the bulk and mass thereof. No parapet or roofline should exceed one half of the length of the building facade without a change in elevation. Primary building entrances should be identified with architectural details such as towers, projections, varied roofs, framing elements or covered entryways.
- (c) **Façades.**
 - (i) Buildings with long facades should be designed with vertical breaks to create differentiation along the front facade. This can be done with columns, indented wall panels, and/or articulation of massing and/or changes in material, texture, and/or color.
 - (ii) At least 80% of the front building facade must have an exterior finish material which is a combination of brick, stone, stucco, EIFS, wood, non-reflective glass, or textured concrete.
- (d) **Building Corners.** Corners of buildings should be highlighted with special design features to increase visual interest where appropriate. Entrances or display windows to retail shops are encouraged at building corners that face the street.
- (e) **Building Entrances.** Building entrances should be set back from drive curblines a minimum of 20 feet.
- (f) **Mechanical and Telecommunication.** All ground-mounted mechanical equipment shall be screened with walls, fences, or landscaping. Telecommunications structures shall be integral to and compatible with the building structures, to the greatest extent practicable.

4.04 **Visual Clearance.**

Unless the applicant demonstrates that the public health, safety and welfare will be adequately protected, there shall not be erected within a view triangle with sides extending 35 feet from the point of intersection of the lot lines abutting a street, any fence, wall, hedge, shrub, structure, or other obstruction shall be erected, placed, or maintained that is over 36 inches in height and impacts the view within such view triangle.

4.05 **Off-Street Parking Standards (Non-residential).**

The minimum number of parking spaces required for various uses are as follows:

Use	Minimum Parking Requirement
Office	3 spaces/1,000 square feet gla
Financial institutions	4 spaces/1,000 square feet gla
Retail sales	5 spaces/1,000 square feet gla
Wholesale sales	1 space/1,000 square feet gla
Auto/RV/Motorcycle sales	1 space/300 square feet of sales and showroom area, plus 1 space for every bay in garage and repair area, plus 1 space for each vehicle used or stored on premises, plus spaces for vehicles for sale or lease
Restaurants and Bars	10 spaces/1,000 square feet gla
Theaters	1 space per 4 seats, plus 1 space per 4 employees
Hotels	1 space per each guest room, plus 1 space per 3 employees
Hospitals	2 spaces per bed, plus 1 space per 4 employees
Outpatient Surgery Centers	3 spaces/1,000 square feet gla
Medical offices	5 spaces per each doctor practicing in the building
Nursing Homes/Assisted living facilities	1 space per 4 beds, plus 1 space per 2 employees
Convenience Stores	1 space/150 square feet of convenience retail area
Indoor recreational uses	5 spaces/1,000 square feet gla
Day care	5 spaces/1,000 square feet gla
Research and development	1 space /1,000 square feet, plus 1 space per 4 employees
Assembly/light manufacturing	1 space/1,000 square feet, plus 1 space per 3 employees
Flex space	1 space/1,000 square feet, plus 1 space per 4 employees
Recreation center	1 space/120 square feet
Churches and Synagogues	0.5 spaces per 4 beds, plus 1 space per 2 employees
Schools	K-6: 1 space per classroom, plus 1 space per office plus loading for buses 7-12: 2 spaces per classroom, plus 1 space per office plus loading for buses
Public safety facilities (fire, police, etc.)	4 spaces/1,000 square feet of gla

4.06 **Fences and Retaining Walls.**

- (a) **Fences.** Fences, for all use areas, unless otherwise noted, shall be subject to the following:
- (i) No fencing shall be required by the City along the perimeter of the Property.
 - (ii) No fencing shall be allowed within the required front setback.
 - (iii) The maximum height of fences in all Planning Areas shall be 8 feet, except as noted below.
 - (iv) The maximum length of any solid fence shall not exceed 50 linear feet without:

- A. varying the alignment by an off-set dimension of at least 4 linear feet for at least 16 linear feet; or
 - B. changing the surface materials to a complementary material for a minimum of 2 linear feet.
- (v) No chain link fences are permitted in Planning Areas C and RD, except during project construction.
 - (vi) Barbed wire fences are not permitted in any Planning Area (except Interstate-25 right-of-way fencing).
 - (vii) Any screening necessary to buffer commercial building components (such as trash receptacles, mechanical equipment, etc.) shall be materials that are used in the construction of the associated structure or materials that compliment the associated structure. All gates will be constructed of wrought iron or steel material.
 - (viii) Permits are required prior to the construction of any fence.
- (b) **Retaining Walls.** Retaining walls, for all use areas, except as otherwise noted, shall be subject to the following:
- (i) The maximum height of any single retaining wall shall not exceed 8 feet and shall require an engineer's certification of stability, and shall be located no closer than 8 feet from rights-of-way and easements. Notwithstanding the foregoing, retaining walls in excess of 8 feet in height and/or closer than 8 feet from rights-of-way may be constructed if doing so would result in accomplishing other objectives of the restrictions herein.
 - (ii) A minimum 4-foot wide planting area must be provided between multiple, stair-stepped retaining walls (unless an engineer's certification is provided that recommends or approves of a smaller area) and landscaped with a minimum of 4 shrubs and one tree per 30 linear feet of wall.

- (iii) Unless an alternative design that breaks up the mass of a retaining wall is used, the maximum length of any smooth surface retaining wall over 2 feet in height shall not exceed 50 linear feet without varying the surface by:
 - A. off-setting by at least 4 linear feet for a distance of at least 4 linear feet; or
 - B. changing the surface materials to a complementary material for a minimum of 4 linear feet.

4.07 **Lighting.**

- (a) **Background Spaces.** Background spaces such as parking lots shall be illuminated as unobtrusively as possible to meet the functional needs of safe circulation and protecting persons and property.
- (b) **Foreground Spaces.** Foreground spaces such as building entrances and plaza seating areas shall utilize local lighting that defines the space without off-site glare.
- (c) **Glare.** Light sources shall be concealed, be fully shielded or utilize other features so as to minimize, to the extent practicable given the nature of the use of the site and adjacent properties, up-light, glare and unnecessary diffusion on adjacent property. Under-canopy areas shall feature flush-mount, flat lens light fixtures.
- (d) **Design.** The design and character of lights and fixtures shall be consistent within neighborhoods designated by the Lead Developer and shall be consistent with the style and character of architecture proposed for this project site.
- (e) **Pole Mounted.** Poles shall be anodized (or otherwise coated) to minimize glare from the light source. Pole-mounted lights shall be downcast cut-off type not to exceed 30 feet in height.
- (f) **Building Mounted.** Building mounted lights must be directed downward or toward the building.
- (g) **Illumination Levels.** Light sources shall minimize contrast with light produced by surrounding uses, and shall not produce an obtrusive degree of brightness in illumination levels. Incandescent and high-pressure sodium light sources provide adequate illumination with low contrast and brightness and are permitted light sources.
- (h) **Vehicle Lots.** Outdoor display lots for vehicle sales and licensing shall reduce lighting levels within 30 minutes after closing for business so that remaining illumination levels are sufficient for security purposes only; provided, however, that any illumination after 11:00 p.m. shall be reduced to levels sufficient for security purposes only.

4.08 **Landscape Requirements.**

To promote flexibility in design, alternative landscaping plans not in compliance with the standards below may be implemented so long as the landscaping, to the greatest extent practicable, enhances the relationship of a project to its surroundings, utilizes native species, mitigates the impact of site development by buffering from abutting properties and promotes the long-term health and success of installed landscaping.

- (a) **Streetscape.** Streetscape along all streets adjacent to or within the Property shall be landscaped within a 20-foot wide area along the street with a minimum of 1 tree for every 40 linear feet of street frontage. Trees may be massed or grouped to simulate more natural arrangements. No more than 10% of the ground surface area shall be exposed gravel or inorganic mulch. Native and other water conserving grasses are encouraged in place of turf grass for non-active use areas.
- (b) **Size of Plantings.** The following minimum sizes apply wherever landscaping is required:
 - (i) deciduous shade trees: 2" caliper
 - (ii) evergreen trees: 6' height
 - (iii) ornamental trees: 1 1/2" caliper
 - (iv) shrubs: 5 gallon container
- (c) **Water Consumption.** Maximum amount of high water consumption sod (i.e., bluegrass) shall be 15% of landscaped area. Residential development shall be exempt from this requirement.
- (d) **Irrigation Systems.** All improved landscape areas shall be served by an automatic irrigation system. Open space areas of a natural character, utilizing native, water conserving, or low water-demand plants, are exempt from this requirement.
- (e) **Parking Lots.** All parking lots shall be landscaped as follows:
 - (i) The interior of parking lots:
 - A. The maximum number of continuous parking spaces in a row shall not exceed 30 without the addition of a landscaped island that is at least 18' x 9'. Franchised auto dealerships shall be exempt from this requirement
 - B. Landscaped areas shall contain 1 tree and 4 shrubs per 30 linear feet. Landscaped islands smaller than 30 feet shall contain at least 1 tree and 4 shrubs.

- (ii) The perimeter of parking lots, where adjacent to a Platted Parcel boundary, Planning Area boundary, or a public street:
 - A. Provide a landscaped strip at least 10 feet wide around the perimeter of the parking lot. However, the portion of the perimeter of a parking lot that is adjacent to an on-site building is not required to be landscaped.
 - B. The landscaped strip around the perimeter must follow one of these three standards:
 - 1. Within a minimum 10-foot wide strip, provide a solid planting of 4 shrubs (maximum spacing of 5 feet on center) with a minimum of 1 tree every 30 linear feet for the length of the planting. There must be at least 1 tree for each planted area. Within 10 feet of any automobile driving lane interior to the project, shrubs may not exceed 3 feet tall.
 - 2. Within a minimum 18-foot wide strip, provide a minimum 3-foot high earth berm. A minimum of 1 tree every 30 linear feet must be planted. No more than 25% of the ground surface area shall be exposed gravel or inorganic mulch.
 - 3. Within a minimum 9-foot wide strip, provide a minimum 3 foot high wall or closed fence. A minimum of 1 tree every 30 linear feet must be planted. No more than 25 % of the ground surface area shall be exposed gravel or inorganic mulch.
 - C. Employee parking and service areas that are arranged as internal courts surrounded by buildings shall be exempt from perimeter landscape requirements if at least 75% of the parking/service area's perimeter is adjacent to those buildings.
- (iii) All land area disturbed by grading, except for cuts into competent bedrock, shall be revegetated with adequate vegetative cover within 12 months of the disturbance. All finish grading shall emulate natural conditions with all cut and fill slopes blended back into natural grade with smooth, rounded transition rather than distinct, angular grade breaks.

4.09 **Outdoor Storage.**

- (a) **Screening Required.** Outdoor dumpsters shall be screened from public view with a solid fence or wall, and landscaping. The point of access must be screened by a solid gate, but no landscaping is required along this side.

(b) **Screening Materials and Design.**

- (i) Screening fences and walls shall be made of the same finish materials as the building they serve.
- (ii) Unless an alternative design accomplishing design and landscaping objectives is proposed, all screening fences and walls must be a minimum of 6 feet tall and planting areas shall be minimum 5 feet wide with shrubs planted at a spacing of 1 shrub every 5 feet.

(c) **Not in Front Setbacks.** Outdoor dumpsters are prohibited within the required front building setback of a lot.

4.10 **Outdoor Displays of Merchandise.**

Outdoor displays (or storage) of merchandise shall be permitted only to the extent permitted in an approved site plan for the subject project. Criteria for approving such outdoor displays or storage shall include:

- (a) a requirement that all outdoor displays and storage of merchandise shall be located close to buildings and shall be limited in size to the extent practicable; and
- (b) no merchandise shall be displayed in parking areas or along roadways.

**ARTICLE V
APPROVALS**

5.01 **Plats.**

- (a) **Platting Less Than All of a Planning Area.** Any plat may include all or any portion of the Planning Area(s) as the respective Owners and applicants thereof determine.
- (b) **Contents of Plats.** Preliminary and final plats submitted to the City for approval need depict only the information set forth in Sections 16.20.070 and 16.24.010 of the Code, respectively.
- (c) **Concurrent Platting.** At the discretion of the Planning Director, applications for preliminary plats and final plats of the same property may be processed concurrently.

5.02 **Sub-Area Plans.**

- (a) **Sub-Area Plans Considered Site Plans.** Each Sub-Area Plan shall be considered a "Site Plan" for purposes of the Code and this PUD; provided, however, Sub-Area Plans shall not be deemed "PUD site plans" for purposes of the Code.

(b) **Submittals.**

- (i) In connection with the application for any plat of a portion of the Property, the applicant shall submit to the Planning Department a plan (a "**Sub-Area Plan**") generally depicting the following information for the area being platted and the immediately surrounding area: (A) building footprints, (B) access ways, (C) vehicle and pedestrian circulation patterns, (D) general building and parking configurations and orientation, (E) the location of common areas, (F) the location and designation of street types (collector, arterial, etc.), (G) a major streets plan showing proposed cross-sections for major streets, (H) a utility plan, (I) a drainage plan, and (J) the location of material landscaping and buffer areas.
- (ii) Sub-Area Plans need be prepared only to a sketch level of detail.
- (iii) In connection with the application for site plan approval of a Sub-Area Plan, if an applicant submits the information listed in paragraph 5.02(b)(i) the application shall be deemed complete. Pursuant to Section 17.12.150(E)(4), the City waives all requirements to submit materials for Sub-Area plans other than those specifically listed in paragraph 5.02(b)(i).
- (iv) Notwithstanding the foregoing, the Planning Director may waive the requirement to submit a Sub-Area Plan with any plat application.

(c) **Review of Sub-Area Plans.**

- (i) Each Sub-Area Plan shall be reviewed by the Commission and Council contemporaneously with the plat with which it is submitted.
- (ii) Public meetings, hearings and notices regarding Sub-Area Plans need be held or given only to the extent public meetings, hearings and notices are required for the plat with such Sub-Area Plan is submitted.

(d) **Criteria for Approval of Sub-Area Plans.** A Sub-Area Plan shall be approved (as a site plan) if it is found to: (i) comply with the design standards set forth in this PUD and the applicable provisions of the Code, (ii) provide a smooth transition between adjoining properties, and (iii) provide for effective and efficient vehicular and pedestrian circulation among adjoining properties. Due to the unique nature of Sub-Area Plans, the criteria for approval of site plans set forth in the Code shall not apply to the approval of Sub-Area Plans.

(e) **Approved Sub-Area Plans.** Sub-Area Plans shall be retained within the files of the Planning Department and shall not be Recorded.

(f) **Expiration of Approved Sub-Area Plans.** Due to the requirement that future projects within the Property must obtain a project site plan approval (as described below), Sub-Area Plans shall not expire.

- (g) **Site Plan Agreements.** Site Plan Agreements shall not be required in connection with the approval of any Sub-Area Plan. Site Plan Agreements may be required for project site plans if required by the Code.
- (h) **Amendments to Sub-Area Plans.** Amendments to Sub-Area Plans shall be processed as amendments to site plans in accordance with Section 17.12.15)(I) of the Code.

5.03 **Project Site Plans.**

Applications for site plans of all projects within the Property shall be reviewed and approved (or denied) by the City in accordance with the procedures set forth in this Section 5.03.

- (a) **Completeness Check.** Within three working days after the submittal of a site plan application for a project within the Property, the Planning Department shall determine: (i) whether the application contains the application fee and the information required by applicable provisions of this PUD and the Code, and (ii) whether, in accordance with the provisions of paragraph 5.03(b), the approval of such application can be granted by: (A) the Planning Department, (B) the Commission, or (C) the Council. If the application is not deemed complete, the Planning Department shall notify the applicant by facsimile, e-mail or in writing and shall list those items needed to complete the application.
- (b) **Review by Staff.**
 - (i) Site plan applications for any new building (including a public, commercial, industrial or church building) within the Property the ground floor area of which is not more than 20,000 square feet greater than the ground floor area for such building set forth on the applicable Sub-Area Plan, shall be reviewed and approved (subject to the criteria for approval set forth in paragraph 5.03(f)) by the City Engineer and the Community Development Director, provided the lots abutting such proposed new buildings are neither zoned for, nor currently in use as, residential property. If any lots abutting such proposed new building are zoned for, or currently in use as, residential property, then such application shall be reviewed and approved (subject to the criteria for approval set forth in paragraph 5.03(f)) by the City Engineer and the Community Development Director only if the ground floor area of such new proposed buildings is not more than 10,000 square feet greater than the ground floor area for such building set forth on the applicable Sub-Area Plan.
 - (ii) If a site plan application for a building on the Property that is subject to review and approval by the City Engineer and the Community Development Director as set forth in paragraph 5.03(b)(i) is complete, then, within 15 working days after their receipt thereof, the City Engineer and the Community Development Director shall approve, approve with

conditions or deny the application and notify the applicant in writing and verbally of such decision.

- (iii) Notice of site plan applications to be reviewed pursuant to this paragraph 5.03(b) shall be given according to Section 17.12.150(F)(2) of the Code.
- (iv) Appeals of any decision of the City Engineer and the Community Development Director made pursuant to this paragraph 5.03(b) may be made only in accordance with Section 17.12.150(F)(2) of the Code.

(c) **Review by the Commission.**

- (i) Site plan applications for any new building (including a public, commercial, industrial or church building) within the Property the ground floor area of which is at least 20,000 square feet greater, but less than 43,560 square feet greater, than the ground floor area for such building set forth on the applicable Sub-Area Plan, shall be reviewed and approved (subject to the criteria for approval set forth in paragraph 5.03(f)) by the Commission. If any lots abutting such proposed new building are zoned for, or currently in use as, residential property, then such application shall be reviewed and approved (subject to the criteria for approval set forth in paragraph 5.03(f)) by the Commission if the ground floor area of such new proposed buildings is at least 10,000 square feet greater, but less than 43,560 square feet greater, than the ground floor area for such building set forth on the applicable Sub-Area Plan.
- (ii) The provisions of Section 17.12.150(G)(1 through 11) of the Code shall apply to site plan applications to be reviewed by the Commission pursuant to paragraph 5.03(c)(i).

(d) **Review by Council.**

- (i) Site plan applications for any new building (including a public, commercial, industrial or church building) within the Property the ground floor area of which is at least 43,560 square feet greater than the ground floor area for such building set forth on the applicable Sub-Area Plan shall be reviewed and approved (subject to the criteria for approval set forth in paragraph 5.03(f)) by both the Commission and the Council.
- (ii) The provisions of Section 17.12.150(H)(1 through 5) of the Code shall apply to site plan applications to be reviewed by the Commission and the Council pursuant to paragraph 5.03(d)(i).

(e) **Alterations to Approved Project Site Plans.** The provisions of Section 17.12.150(I) of the Code shall apply to any alteration of approved project site plans.

- (f) **Criteria for Approval of Project Site Plans.** An application for project site plans shall be approved by the City Engineer, the Community Development Director, the Commission or the Council, as appropriate, if it complies with: (i) the provisions of this PUD (including without limitation, the development standards set forth herein, such as permitted uses, density, setbacks, building heights, landscaping, floor area ratios, floor plate size, visual clearance, parking, lighting, signage and those architectural standards set forth in this PUD); and (ii) the applicable provisions of the Code.

5.04 **Condominium Maps.**

City approval of a condominium map or other document that defines the horizontal and vertical boundaries of condominium units and common elements shall not be required to subdivide any portion of the Property into condominium units and related common elements.

**ARTICLE VI
PRIVATE DESIGN REVIEW**

6.01 **DRC Procedures and Composition.**

The DRC shall be established pursuant to one or more sets Covenants recorded against the Property. Such covenants shall include procedures pursuant to which the DRC reviews project applications substantially in the form attached hereto on Exhibit E (the "**DRC Review Procedures**"). The DRC shall be composed of individuals selected by the Lead Developer.

6.02 **Design Guidelines.**

- (a) The DRC shall establish Design Guidelines setting forth the architectural style and quality to be maintained throughout McMurry Business Park, including guidelines addressing selection of exterior materials and colors, landscaping, lighting, windows, glazing, signage, and other matters as the DRC may determine. Construction of any new structure as well as the renovation, expansion or refinishing of the exterior of any existing structure must comply with the Design Guidelines established by the DRC. Through the DRC review process the plans and drawings will be revised and refined to comply with the Design Guidelines.
- (b) The City shall not be responsible for enforcing the Design Guidelines. If it becomes clear that the DRC is not functioning as evidenced by the inability of the DRC to issue Certifications of Plan Compliance for reasons other than the DRC's denial of applications, then the City may require the Lead Developer to meet with the City to discuss and implement methods of insuring proper design review occurs for improvements within the Property.

6.03 **Certificate of Plan Compliance.**

Once the DRC grants final approval to applicant's plans and drawings for construction of any new building or structure the alteration to the exterior of any existing building or structure within the Property, the DRC shall issue a Certificate of Plan Compliance for such final plan set. All applications to the City for a building permit or site plan for any new building or structure or any alteration to the exterior of any existing building or structure proposed on any portion of the Property shall be accompanied by a Certificate of Plan Compliance from the DRC for such proposed new building or structure or proposed exterior alteration.

**ARTICLE VII
MISCELLANEOUS**

7.01 **Report Submitted Every Other Year.**

On or before October 15, 2007, and on or before October 15 every other year thereafter, the Lead Developer shall submit to the Planning Department a report (a "**Biennial Report**") summarizing the progress of development within the Property. The Planning Department shall review each Biennial Report and submit the report together with its comments thereon to the Council for review and comment by the Council at any Council meeting during the following November. The Biennial Report is for informational purposes only. Applications for amendments to this PUD or any Sub-Area Plan may be submitted in connection with any Biennial Report or at any other time.

7.02 **Amendments to this PUD.**

Amendments to this PUD shall be processed in accordance with the provisions of Section 17.52.130 of the Code in effect as of the Effective Date.

7.03 **Binding Effect.** This PUD shall run with the Property and be binding upon each Owner and all persons who may hereafter acquire an interest in the Property.

7.04 **Incorporation of Exhibits.**

Exhibits A through E attached hereto are hereby fully incorporated into and shall be deemed part of this PUD.

7.05 **Other Interpretation Matters.**

- (a) **"Or".** For purposes of this PUD the word "or" shall be deemed to mean "and/or".
- (b) **Headings.** Headings of articles, sections, paragraphs, exhibits, etc. are solely for convenience and are not intended to be used to interpret, nor shall they be used for interpreting, this PUD.

- (c) **Cross-References.** Unless otherwise indicated in this PUD, all references used herein to articles, sections, paragraphs and exhibits are to those in (or, in the case of exhibits, attached to) this PUD.
- (d) **"Including".** For purposes of this PUD, the word "including" shall be deemed to mean "including, without limitation."

7.06 **Entire PUD.**

This PUD and the Annexation Agreement contain all provisions and requirements incumbent upon the Developers, other Owners and the City regarding the planned unit development for the Property.

7.07 **Relationship To The Code.**

If this PUD addresses a development standard, requirement or procedure (e.g., setbacks, building height, area of signs, site plan approval procedure, etc.) the provisions of the Code with respect to such standards, requirement or procedure shall not apply. If this PUD does not address a standard, requirement or process, then the provisions of the Code shall apply.

TABLE OF EXHIBITS

- Exhibit A - Legal Description of the Property
- Exhibit B - Planning Areas
- Exhibit C - Alternative Street Cross-Sections
- Exhibit D - Sign Regulations Key
- Exhibit E - DRC Review Procedures

EXHIBIT A

Legal Description of the Property

TWO PARCELS OF LAND SITUATE IN THE SE1/4, SE1/4, OF SECTION 7, THE NW1/4, NE1/4, SW1/4, SE1/4, OF SECTION 8, THE W1/2, SW1/4, OF SECTION 9, THE NW1/4, NW1/4, OF SECTION 17 AND THE NE1/4, NE1/4, OF SECTION 18, T.33N., R. 78W., 6th P.M., NATRONA COUNTY, WYOMING, AND INCLUDES McMURRY BUSINESS PARK No. 2 ADDITION AND THE MEADOWLANDS No. 1 SIMPLE SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 9, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING OF PARCEL #1;

THENCE S89°36'45"W, A DISTANCE OF 255.61 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE S00°00'04"E, A DISTANCE OF 550.43 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N89°59'59"E, A DISTANCE OF 829.16 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF HAT SIX ROAD, MONUMENTED BY A BRASS CAP;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WEST RIGHT-OF-WAY LINE OF HAT SIX ROAD AND ALONG A SPIRAL CURVE TO THE LEFT, HAVING A LENGTH OF 240.00 FEET, A RADIUS OF 1432.39 FEET, A SHORT TANGENT OF S08°54'46"E, 80.05 FEET, A LONG TANGENT OF S13°42'46"E, 160.06 FEET, WITH A CHORD BEARING OF S13°06'55"E, A DISTANCE OF 149.50 TO A POINT OF TANGENCY, MONUMENTED BY A HIGHWAY DEPARTMENT MONUMENT;

THENCE S13°44'26"E, ALONG THE WEST RIGHT-OF-WAY LINE OF HAT SIX ROAD, A DISTANCE OF 254.00 FEET TO THE INTERSECTION OF HAT SIX ROAD AND EAST SECOND STREET, MONUMENTED BY A BRASS CAP;

THENCE S76°22'29"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST SECOND STREET, A DISTANCE OF 353.72 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST SECOND STREET AND A CURVE TO THE RIGHT HAVING A RADIUS OF 5655.00 FEET, THROUGH A CENTRAL ANGLE OF 45°39'29", A DISTANCE OF 4506.36 FEET, WITH A CHORD BEARING OF N80°47'46"W, A DISTANCE OF 4388.07 FEET TO A POINT OF TANGENCY, MONUMENTED BY A BRASS CAP;

THENCE N57°58'02"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST SECOND STREET, AND THE SOUTHERLY LINE OF McMURRY BUSINESS PARK NO. 2, A DISTANCE OF 835.88 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST SECOND STREET, THE SOUTHERLY LINE OF McMURRY BUSINESS PARK NO. 2 AND A CURVE TO THE LEFT HAVING A RADIUS OF 5805.00 FEET, THROUGH A CENTRAL ANGLE OF 06°08'53", A DISTANCE OF 622.89 FEET, WITH A CHORD BEARING OF N61°02'28"W, A DISTANCE OF 622.59 FEET TO THE SOUTHWEST CORNER OF McMURRY BUSINESS PARK NO. 2, MONUMENTED BY A BRASS CAP;

THENCE N26°16'47"E, ALONG THE EAST LINE OF BENTLEY CIRCLE, A DISTANCE OF 269.89 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N20°14'49"W, A DISTANCE OF 267.74 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N25°30'49"W, A DISTANCE OF 99.22 FEET TO A POINT LOCATED ON THE EAST LINE OF SAID SECTION 8, MONUMENTED BY A BRASS CAP;

THENCE N00°30'58"W, ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 518.77 FEET TO A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, MONUMENTED BY A BRASS CAP;

THENCE S86°39'16"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, A DISTANCE OF 299.29 FEET TO A POINT MONUMENTED BY A WYOMING HIGHWAY DEPARTMENT RIGHT-OF-WAY MONUMENT;

THENCE S86°39'16"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, A DISTANCE OF 893.92 FEET TO A POINT MONUMENTED BY A WYOMING HIGHWAY DEPARTMENT RIGHT-OF-WAY MONUMENT;

THENCE S86°39'16"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, A DISTANCE OF 1287.69 FEET TO A POINT OF CURVATURE MONUMENTED BY A WYOMING HIGHWAY DEPARTMENT RIGHT-OF-WAY MONUMENT;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 AND A CURVE TO THE RIGHT HAVING A RADIUS OF 7412.79 FEET, THROUGH A CENTRAL ANGLE OF 10°05'02", A DISTANCE OF 1304.63 FEET, WITH A CHORD BEARING OF S81°36'22"E, A DISTANCE OF 1302.95 FEET TO A POINT ON CURVE, MONUMENTED BY A WYOMING HIGHWAY DEPARTMENT RIGHT-OF-WAY MONUMENT;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 AND A CURVE TO THE RIGHT HAVING A RADIUS OF 7412.79 FEET, THROUGH A CENTRAL ANGLE OF 10°05'05", A DISTANCE OF 1304.72 FEET, WITH A CHORD BEARING OF S71°33'12"E, A DISTANCE OF 1303.04 FEET TO A POINT OF TANGENCY, MONUMENTED BY A WYOMING HIGHWAY DEPARTMENT RIGHT-OF-WAY MONUMENT;

THENCE S66°24'11"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, A DISTANCE OF 123.05 FEET TO A POINT MONUMENTED BY A WYOMING HIGHWAY DEPARTMENT RIGHT-OF-WAY MONUMENT;

THENCE S43°35'08"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 25, A DISTANCE OF 229.12 FEET TO A POINT LOCATED ON EAST LINE OF SAID SECTION 8, MONUMENTED BY A WYOMING HIGHWAY DEPARTMENT RIGHT-OF-WAY MONUMENT;

THENCE S00°55'18"E, ALONG THE EAST LINE OF SAID SECTION 8, AND THE WEST LINE OF BLOCK 5, BROOKS-HAT SIX INDUSTRIAL PARK SUBDIVISION, A DISTANCE OF 557.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 243.41 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS OR ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

PARCEL NO. 2:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, MONUMENTED BY AN IRON ROD AND BEING THE POINT OF BEGINNING OF PARCEL #2;

THENCE S89°41'30"W, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 1705.60 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N37°49'15"W, A DISTANCE OF 764.00 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE S50°18'39"W, A DISTANCE OF 955.15 FEET TO A POINT LOCATED ON THE SOUTH LINE OF SAID SECTION 8, MONUMENTED BY A BRASS CAP;

THENCE S89°41'30"W, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 1345.15 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF PROPOSED MEADOWLAND ADDITION NO. 2, MONUMENTED BY A BRASS CAP;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 06°53'31", A DISTANCE OF 120.29 FEET, WITH A CHORD BEARING OF S49°18'36"W, A DISTANCE OF 120.22 FEET TO A POINT OF TANGENCY, MONUMENTED BY A BRASS CAP;

THENCE S45°51'51"W, A DISTANCE OF 715.54 FEET TO A POINT MONUMENTED BY A BRASS CAP;

{00175865.DOC 5}

THENCE N90°00'00"W, A DISTANCE OF 848.72 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N15°37'30"E, A DISTANCE OF 1492.94 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N41°34'39"E, A DISTANCE OF 23.01 FEET TO A POINT LOCATED ON THE EAST LINE OF SAID SECTION 7, MONUMENTED BY A BRASS CAP;

THENCE N00°38'51"W, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 307.48 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N41°47'00"E, A DISTANCE OF 119.12 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N52°14'00"E, A DISTANCE OF 360.30 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N26°10'11"E, A DISTANCE OF 141.10 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N30°25'11"E, A DISTANCE OF 233.70 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N11°06'11"E, A DISTANCE OF 163.40 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE N09°08'49"W, A DISTANCE OF 9.85 FEET TO THE SOUTHWEST CORNER OF McMURRY BUSINESS PARK NO. 1, MONUMENTED BY A BRASS CAP;

THENCE S57°58'02"E, ALONG THE SOUTH LINE OF McMURRY BUSINESS PARK NO. 1 A DISTANCE OF 375.96 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE SOUTH LINE OF McMURRY BUSINESS PARK NO. 1 AND A CURVE TO THE LEFT HAVING A RADIUS OF 6315.00 FEET, THROUGH A CENTRAL ANGLE OF 15°19'11", A DISTANCE OF 1688.49 FEET, WITH A CHORD BEARING OF S65°37'37"E, A DISTANCE OF 1683.47 FEET TO THE SOUTHEAST CORNER OF SAID McMURRY BUSINESS PARK NO. 1, MONUMENTED BY A BRASS CAP;

THENCE N16°42'47"E, ALONG THE EAST LINE OF McMURRY BUSINESS PARK NO. 1, A DISTANCE OF 510.00 FEET TO THE NORTHEAST CORNER OF SAID BUSINESS PARK, LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST SECOND STREET, MONUMENTED BY A BRASS CAP;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST SECOND STREET AND A CURVE TO THE LEFT HAVING A RADIUS OF 5805.00 FEET, THROUGH A CENTRAL ANGLE OF 30°20'18", A DISTANCE OF 3073.76 FEET, WITH A CHORD BEARING OF S88°27'22"E, A DISTANCE OF 3037.98 FEET TO A POINT OF TANGENCY, MONUMENTED BY A BRASS CAP;

THENCE N76°22'29"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST SECOND STREET, A DISTANCE OF 354.02 FEET TO THE INTERSECTION OF EAST SECOND STREET AND HAT SIX ROAD, MONUMENTED BY A BRASS CAP;

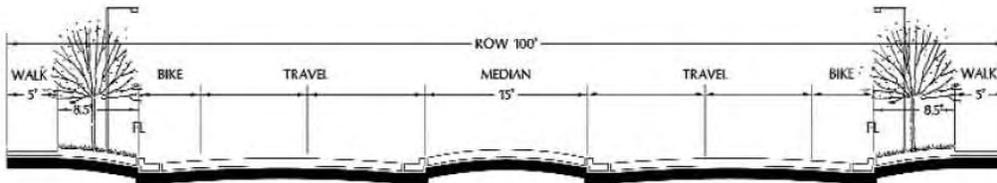
THENCE S13°44'26"E, ALONG THE WEST RIGHT-OF-WAY LINE OF HAT SIX ROAD, A DISTANCE OF 1585.73 FEET TO A POINT LOCATED ON THE SOUTH LINE OF SAID SECTION 9, MONUMENTED BY A BRASS CAP;

THENCE S88°33'25"W, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1037.70 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 211.44 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS OR ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

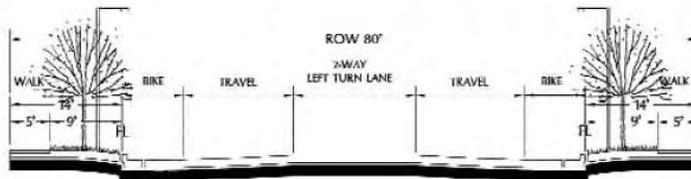
EXHIBIT C
PROPOSED ALTERNATIVE
STREET SECTIONS

Street Type

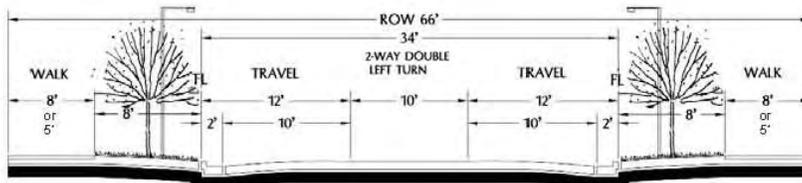
ARTERIAL STREETS



- 1. Primary Arterial**
4 Lanes, No Parking
On-Street Bike Lane
5' Detached Walk

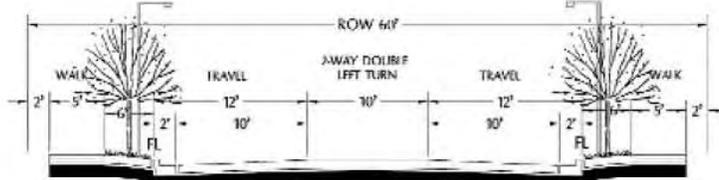


- 2. Secondary Arterial**
3 Lanes w/Left Turn
On-Street Bike Lane
No Parking
5' Detached Walk

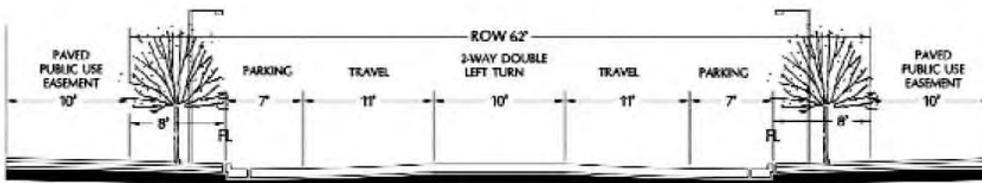


COLLECTOR STREETS

- 3. Commercial Collector**
3 - 4 Lanes, No Parking
8' Detached Walk with building at R.O.W. -OR-
5' Detached Walk with Building Set Back

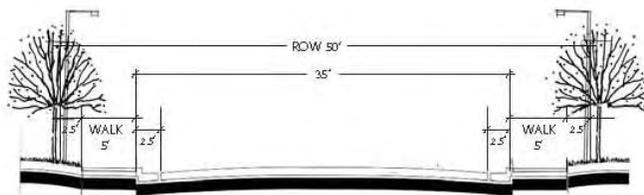


- 4. Residential Collector**
3 Lanes, No Parking
5' Detached Walk



LOCAL STREETS

- 5. Mixed-Use Area Local:**
3 Lanes, 2 Parking Lanes,
(Parallel and Diagonal)
18' Attached Walk

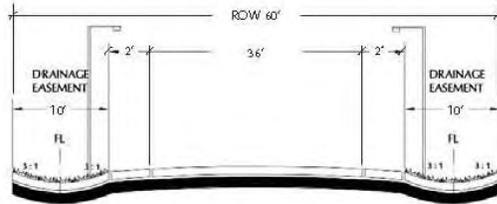


- 6. Residential Standard**
2 Lanes
2 Parking Lanes,
Parallel Only
5' Attached Walk

EXHIBIT C PROPOSED ALTERNATIVE STREET SECTIONS

Street Type

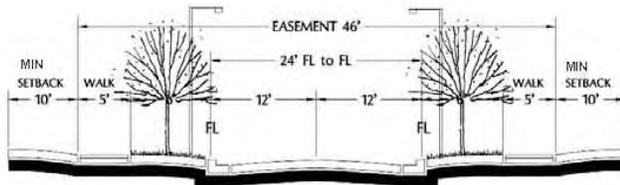
LOCAL STREETS



7. Residential Rural

Public, 2 Lanes,
No Parking, No Walks,
No C and G
Shoulder and Swale

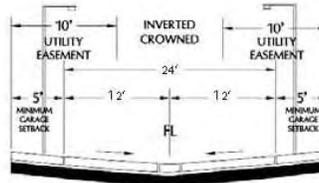
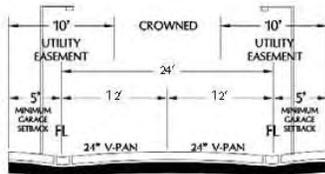
Note: Street shall meet City standards of minimum pavement thickness and material specifications.



8. Residential Lane

Private, 2 Lanes,
No Parking
5' Detached Walk

Note: Street shall meet City standards of minimum pavement thickness and material specifications.



ALLEYS

9. Alley Residential

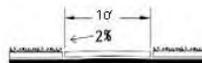
2 Lane (24' Wide),
No Parking, No Walks

Note: Street shall meet City standards of minimum pavement thickness and material specifications.

TRAILS

10. Off-Street Trails

Private
Bikes and Pedestrians
Slope to one side
Concrete or asphalt





LEGEND

Yellow	Signage Standards for R-1 and R-2 Residential Zones
Orange	Signage Standards for C-2 (General Business)
Red	Signage Standards for C-4 (Highway Commercial)
Pink	Signage Standards for C-2 (General Business) OR R-3, R-4, R-5, R-6, A-6 (Multi-family) (Residential Signs)
Light Green	Signage Standards for P-H (Park & Historic)

FOR ILLUSTRATIVE PURPOSES ONLY. USES AND CONCEPTS DEPICTED IN THIS PLAN ARE SUBJECT TO MODIFICATION.

LEGAL DESCRIPTION

THESE PLANS AND SPECIFICATIONS ARE HEREBY SUBMITTED TO THE CITY OF CASPER, WYOMING, FOR REVIEW AND APPROVAL. THE CITY OF CASPER, WYOMING, IS HEREBY REQUESTING THAT THE CITY ENGINEER REVIEW AND APPROVE THESE PLANS AND SPECIFICATIONS FOR CONFORMANCE WITH THE CITY OF CASPER, WYOMING, ZONING ORDINANCES AND SIGNAGE REGULATIONS. THE CITY ENGINEER'S REVIEW AND APPROVAL DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE CITY ENGINEER'S REVIEW AND APPROVAL IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND SPECIFICATIONS AND DOES NOT EXTEND TO THE LEGAL ASPECTS OF THE PROJECT. THE CITY ENGINEER'S REVIEW AND APPROVAL IS SUBJECT TO THE CITY ENGINEER'S DISCRETION AND IS NOT BINDING ON THE CITY ENGINEER IN THE FUTURE. THE CITY ENGINEER'S REVIEW AND APPROVAL IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE CITY ENGINEER'S REVIEW AND APPROVAL IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND SPECIFICATIONS AND DOES NOT EXTEND TO THE LEGAL ASPECTS OF THE PROJECT. THE CITY ENGINEER'S REVIEW AND APPROVAL IS SUBJECT TO THE CITY ENGINEER'S DISCRETION AND IS NOT BINDING ON THE CITY ENGINEER IN THE FUTURE.

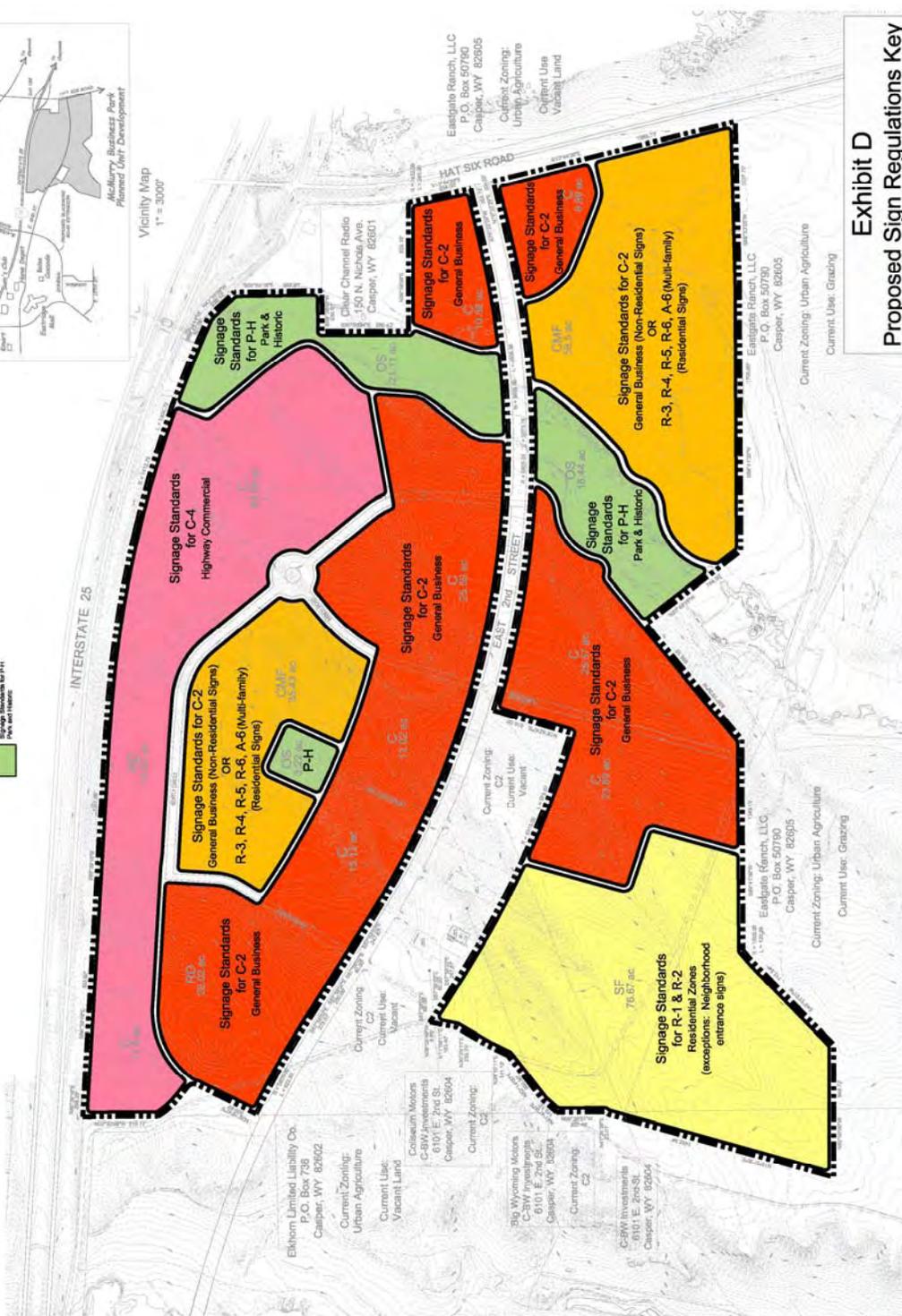


Exhibit D
Proposed Sign Regulations Key

May 20, 2005
 Scale: 1"=600'
 North

DSW DESIGN CONSULTANTS INC.
 1415 East 1st Street, Suite 100, Casper, WY 82501
 Phone: (307) 233-1111
 Fax: (307) 233-1112
 Website: www.dswdesign.com

Elkhorn Limited Liability Co.
 P.O. Box 728
 Casper, WY 82502
 Current Zoning: Urban Agriculture
 Current Use: Vacant Land

Big Wyoming Motors
 C-3W Investments
 6101 E. 2nd St.
 Casper, WY 82504
 Current Zoning: C2
 Current Use: Vacant

Clear Channel Radio
 150 N. Nichols Ave.
 Casper, WY 82501
 Current Zoning: Urban Agriculture
 Current Use: Vacant Land

Eagle Gate Ranch, LLC
 P.O. Box 50790
 Casper, WY 82505
 Current Zoning: Urban Agriculture
 Current Use: Grazing

McMurry Business Park
 Casper, WY P.O. Box 30746 / Casper, WY / 82515 / p (307) 472-2226 / f (307) 472-5188

EXHIBIT E

DRC Review Procedures

Step One: The Pre-Application Conference

Applicants shall attend a Pre-application Conference with the DRC Administrator and submit an initial site plan for review and response at that time. The purpose of this initial review is as follows:

- (1) To walk the applicant through the DRC and City of Casper site plan approval process.
- (2) To ascertain the appropriateness of the initial site plan design prior to the applicant's compilation of the initial Preliminary Submittal Package.
- (3) To answerer any questions and disclose application fees.

Step Two: The Preliminary Submittal Package

- (1) Applicants shall submit a Preliminary Submittal Package to the DRC Administrator. The submission of a Preliminary Submittal Package constitutes an Application to the DRC.
- (2) The purpose of the review is to ascertain whether or not the Application meets these Design Guidelines. The DRC will review and take action on the Application within 30 days after receipt of the Application, or within 15 days after receipt by the DRC of any additional materials requested by the DRC, whichever is later. The DRC will take one of the following actions:
 - a. Approve the Application
 - b. Approve the Application with conditions stated to be fulfilled for final approval
 - c. Deny the Application
- (3) The action taken by the DRC will be conveyed to the applicant by the DRC Administrator. If the Application is denied, the DRC Administrator will provide a written response to the applicant, on behalf of the DRC, identifying the reasons for denial, together with conditions or suggestions, which, when met, would bring the Application within these Design Guidelines.
- (4) An applicant shall submit a revised Application after either disapproval or approval with conditions. In such case, the revised Application will be Reviewed and action taken by the DRC within 15 days after re-submittal unless the DRC

determines, in its discretion, that the revised Application differs so substantially from the prior Application that it should be treated as a new Application.

- (5) If the DRC fails to approve, approve with conditions or disapprove an Application within the applicable 30 or 15-day period, then the applicant may provide the DRC with written notice requesting that action be taken. If the DRC does not take action on the Application within 15 days after receiving such request, the DRC will be deemed to have approved the Application. DRC approval of an Application will automatically lapse on the third year anniversary date of approval unless work has commenced on the approved development and is being diligently pursued prior to that date.
- (6) Denied Applications must be revised and resubmitted for approval as provided above, prior to submission of a Final Submittal Package to the DRC Administrator.

Step Three: The Final Submittal Package

- (1) Upon approval of the Preliminary Submittal Package by the DRC, the applicant shall submit to the DRC Administrator the Final Submittal Package. Information contained in the Final Submittal Package, which was not included in the Preliminary Submittal Package, will be subject to review and approval by the DRC.
- (2) The DRC Administrator shall review the Final Submittal Package for consistency with the Preliminary Submittal approved by the DRC, and, if acceptable, attach a Certificate of Plan Compliance on behalf of the DRC for the formal submittal to the City of Casper for approval of the project. If no Certificate of Plan Compliance is issued by the DRC, the DRC Administrator shall provide a letter to the applicant identifying what must be changed before a Certificate of Plan Compliance will be issued.
- (3) In accordance with the requirements of the McMurry Business Park PUD, a Certificate of Plan Compliance must include certification from the DRC: (a) that the plans for the proposed building or structure were reviewed by the DRC at meetings held on the date(s) specified in such certificate, (b) of names of the members of the DRC who were in attendance at such meetings, and (c) that such plans comply with the Design Guidelines.

Certificate of Plan Compliance

The Final Submittal Package approved by the DRC, together with the Certificate of Plan Compliance, shall be submitted by the applicant to the City of Casper Planning Director in accordance with the provisions set forth in the McMurry Business Park PUD. The applicant must provide the DRC Administrator with a copy of any additional matter provided to the City of Casper beyond those contained in the approved Final Submittal Package. The City of Casper reviews

the Final Submittal Package for compliance with the McMurry Business Park PUD and, if in compliance, provides final planning approval for the project. Any comments, revisions, conditions or other responses from the City of Casper, other than approval without comment regarding the Application, will be reviewed by DRC Administrator and may require additional information or a revised Application to be submitted by the applicant.

RESOLUTION NO. 14-124

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

WHEREAS, in 2005 City Council approved Ordinance #18-05 which annexed the McMurry Business Park PUD (Planned Unit Development) and established the McMurry Business Park PUD (Planned Unit Development) Guidelines; and,

WHEREAS, an application has been made to amend the McMurry Business Park PUD (Planned Unit Development) Guidelines; and,

WHEREAS, Article VII (7.02) of the McMurry Business Park PUD (Planned Unit Development) Guidelines requires amendments to said guidelines to be processed in accordance with the provisions of Section 17.52.130 of the Casper Municipal Code; and,

WHEREAS, Section 17.52.130 of the Casper Municipal Code allows major alterations to an approved PUD (Planned Unit Development) plan, subject to the approval of the Planning and Zoning Commission and the City Council; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on March 25, 2014, a motion recommending that the City Council approve the requested amendments, with conditions, to the McMurry Business Park PUD (Planned Unit Development) Guidelines; and,

WHEREAS, the governing body of the City of Casper finds that said amended McMurry Business Park PUD (Planned Unit Development) Guidelines should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the amendment to the McMurry Business Park PUD (Planned Unit Development) Guidelines with the following Conditions:

1. Upon final approval of the amendments to the PUD Guidelines by the City Council, a complete set of the updated PUD Guidelines shall be submitted to the City, with all the approved changes reflected in the final document. The applicant shall provide one (1) digital copy and four (4) hard copies to the City Planning Office.

May 12, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V. H. McDonald, Administrative Services Director 

SUBJECT: Public Hearing for Retail Liquor License No. 22

Recommendation:

That Council, by minute action, authorize the Transfer of Ownership of Retail Liquor License No. 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 the Transfer of Ownership of Retail Liquor License No. 22, from Wyoming Spirits, LLC, to Wyoming Spirits, Inc., d.b.a 2nd Street Liquor & Wine, located at 939 East 2nd Street. This transfer of ownership involves a change of form of the business entity. Currently, the business form of Wyoming Spirit is a Limited Liability Company (LLC). The current owners have decided to change its form from an LLC to a straight corporation, with the individuals and ownership percentages remaining the same in the new entity.

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

ORDINANCE NO. 11-14

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

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

Section 1:

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

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

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

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

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

B. The city council:

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

Section 2:

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

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

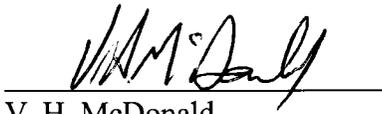
PASSED on 2nd reading the ____ day of _____, 2014.

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

APPROVED AS TO FORM:

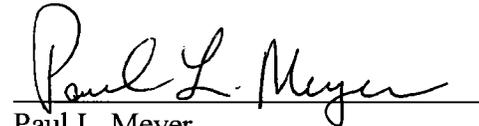


ATTEST:



V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation



Paul L. Meyer
Mayor

ORDINANCE NO. 10-14

AN ORDINANCE TO CREATE CASPER MUNICIPAL CODE 15.40.085

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

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

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

Section 1:

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

A. 15.40.085 Nuisance Fire Alarms

1. Time periods.

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

2. Registered Systems.

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

3. First Response.

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

4. Third and Subsequent Response – Civil Penalty.

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

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

5. Notice of Violation.

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

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

Section 2:

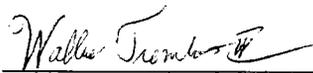
This ordinance shall become effective upon passage on third reading and publication.

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

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

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

APPROVED AS TO FORM:

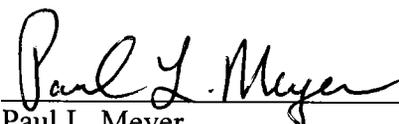


ATTEST:



V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation



Paul L. Meyer
Mayor

ORDINANCE NO. 7-14

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

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

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

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

APPROVED AS TO FORM:

Walter Tremble

ATTEST:

V.H. McDonald

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer

Paul L. Meyer
Mayor

ORDINANCE NO. 8-14

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

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

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

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

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

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

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

APPROVED AS TO FORM:

Wallace Tremblay

ATTEST:

V. H. McDonald

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer

Paul L. Meyer
Mayor

ORDINANCE NO. 9-14

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

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

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

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

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

PASSED on 2nd reading the ____ 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

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer

Paul L. Meyer
Mayor

May 8, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Linda L. Witko, Assistant City Manager 

SUBJECT: Children's Advocacy Project

Recommendation:

That Council, by resolution, authorize a contract for professional services, in the amount of \$30,000, with the Children's Advocacy Project, Inc., for administration of the Children's Advocacy Program.

Summary:

The proposed contract includes the funding which Council approved as a part of the FY14 budget.

The Scope of Services provides that the Children's Advocacy Project, Inc. administer their program in the community.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ 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. Children's Advocacy Project, Inc., 350 North Ash Street, Casper, Wyoming, 82601 ("Contractor").

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

RECITALS

- A. The City is undertaking the Youth Advocacy Program.
- B. The project requires professional services for administration of the Children's Advocacy Program.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: Contractor agrees to administer the Children's Advocacy Program in the community. Contractor agrees that it will prepare and submit a final report to the City within thirty (30) days of the conclusion of the program funded under this contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 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 Thirty Thousand Dollars (\$30,000.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONTRACTOR
Children's Advocacy Project, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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. 14-125

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

WHEREAS, the Children's Advocacy Project, Inc. has in the past, and can in the future, provide a unique function to the City by administering the Children's Advocacy program in the Community; and,

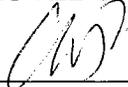
WHEREAS, the Children's Advocacy Project, Inc. agrees to provide services to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and the Children's Advocacy Project, Inc., for Fiscal Year 2013-2014.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments throughout the term of the contract, in an amount not to exceed Thirty Thousand Dollars (\$30,000).

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 20, 2014

TO: John C. Patterson, City Manager

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

SUBJECT: Agreement Wind River Environmental Quality Council
Solid Waste Disposal Services *ML*

Recommendation:

That Council, by resolution, authorize an agreement with the Wind River Environmental Quality Council (WREQC) for providing solid waste disposal services at the Casper Regional Solid Waste Facility.

Summary:

An agreement with the Wind River Environmental Quality Council (WREQC) has been negotiated to provide solid waste disposal services to the Shoshoni and Arapahoe Tribes located on the reservation in Fremont County, Wyoming, with no contract term limit. The chairman of the WREQC representing the tribes has provided two signed agreements.

In summary, the final negotiations include some of the following contract provisions:

- WREQC may terminate the contract without cause with a 45-day written notice to Casper.
- Casper may terminate the contract without cause under three (3) conditions with a 45-day written notice to WREQC including 1) closure of the landfill to Casper and Natrona County citizens or changes in federal or state law which materially affect Casper's ability to operate the landfill, 2) non-payment to Casper, or 3) chronically delivery of prohibited waste by WREQC.
- Each party may terminate with cause with written notification of breach or default and no cure is implement within 90 days of written notification (with the exception of the three (3) conditions noted for without cause).
- WREQC's calculated buy-in cost is \$194,890 with five payment installments of \$38,978 over a within a five (5) year period after the WREQC hauls their first load of garbage to Casper.
- After WREQC has hauled waste for one (1) year to Casper, the buy-in cost will be recalculated using the actual annual tonnage of waste and the \$38,978 buy-in costs will be adjusted upward or downward based on the recalculation.
- WREQC will not receive any reductions in buy-in costs if other communities decide to contract with Casper and pay a buy-in cost after January 2014.
- Should WREQC's permitted user area be modified to include communities outside of Natrona County after January 2014, an additional infrastructure buy-in cost will be calculated for the additional waste, such as the city of Riverton joining WREQC's solid waste system.

- Tipping fees will always be the same as the fees charged to Casper and Natrona County citizens.
- Tipping fees will not include electronic recycling and disposal fees until requested by WREQC.
- Each party is responsible for its own negligent acts including WREQC's waste screening and Casper's operation of its lined facility.

A resolution is prepared for Council's consideration.

**AGREEMENT
BETWEEN THE
THE CITY OF CASPER, WYOMING
AND
THE WIND RIVER DEPARTMENT OF ENVIRONMENTAL QUALITY COMMISSION,
WYOMING
FOR PROVIDING DISPOSAL OF SOLID WASTE**

PART I - AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2014, by and between the City of Casper, a Municipal Corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming, hereinafter referred to as “Casper,” a Wyoming Municipal Corporation, and the Wind River Department of Environmental Quality (WREQC), whose principal offices are located at 15 North Fork Road, Fort Washakie, hereinafter referred to as “WREQC.”

WITNESSETH

WHEREAS, Casper owns and operates the Casper Regional Solid Waste Facility (CRSWF) which includes the newly permitted Casper Regional Landfill (CRL) designed with a liner and engineered containment system, and includes Casper’s permitted transfer station facility designed with a baling and bagging system meeting Wyoming Department of Environmental Quality (WDEQ) Solid and Hazardous Waste Division (SHWD) Rules and Regulations and shall remain in compliance during the term of this Agreement; and,

WHEREAS, Casper represents that it is ready, willing, and able to provide solid waste disposal services to WREQC as required by this Agreement; and,

WHEREAS, WREQC desires to transport their municipal solid waste (MSW) to the CRSWF; and,

WHEREAS, WREQC has consented to financially buy-in to the CRSWF capital infrastructure in exchange for a guarantee to receive the same tipping fee as charged the citizens of Natrona County, as that fee may, from time to time be adjusted; and,

WHEREAS, this Agreement incorporates and is inclusive of all terms and conditions between the parties hereto, either oral or written, expressed or implied, relating to the subject matter of this Agreement; and,

WHEREAS, the “Casper Regional Solid Waste Facility Solid Waste Acceptance Agreement” attached hereto as Exhibit “A,” as it may, from time to time be amended, is, by this reference, incorporated herein as part of this Agreement; and,

WHEREAS, the parties intend that, so long as WREQC is in compliance with the terms of this Agreement, WREQC will be treated the same as participants from Natrona County and Casper, including but not limited to, fees, procedures, and processes relating to use of the CRSWF; and,

WHEREAS, each of the foregoing recitals are substantive provisions and considerations for entering into this Agreement and are not mere recitals.

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

1. Purpose.

The purpose of this solid waste disposal Agreement is to cooperatively provide the citizens of Natrona County and WREQC an environmentally safe and cost efficient method, and site for disposal of solid waste. The intent of the Agreement is that Casper will own and operate a state approved and permitted landfill and will accept for disposal solid waste generated from WREQC's Transfer Station which may be disposed of at a landfill site pursuant to WDEQ SHWD Regulations, and it is further the intent of this Agreement that WREQC will utilize the CRSWF landfill to dispose of all such solid waste generated within WREQC's permitted user area, as it may be amended or modified from time to time.

2. Term of the Agreement.

This Agreement shall commence January 1, 2014, and shall remain in full force until otherwise terminated by either party as provided herein.

The terms, covenants, and conditions hereof shall be binding upon, and inure to the benefit of the successors or assigns of the parties. Both parties recognize that the term of this Agreement extends beyond the term of the current governing bodies of WREQC and Casper. In accordance with current Wyoming law, each of the parties hereto specifically find that the extended term of this Agreement is of a particular benefit, and that it provides a service to the public, provides for the efficient use of a public resource, and is in the best interest of the citizens of WREQC, Casper, and Natrona County.

3. Termination.

a. Termination by WREQC Without Cause: This Agreement may be terminated, without cause, by WREQC upon forty-five (45) days written notice to Casper at its address as set forth in this Agreement.

b. Termination by Casper:

(i). Termination due to Closure or Change in Federal or State Law: This Agreement may be terminated by Casper upon forty-five (45) days written notice to WREQC in the event (a) the CRSWF is going to be closed to all deliveries including deliveries from Casper and Natrona County, or (b) due to changes in Federal or State law or the regulations thereof which would materially affect the ability or feasibility of Casper to continue performance of

this Agreement, but only following good faith negotiations between the parties to modify this Agreement to allow for its continued performance on the same or different terms.

(ii). Termination due to non-payment of sums due Casper: In the case of the default by WREQC in the payment of any sum otherwise due Casper pursuant to this Agreement, and the failure of WREQC to pay any such sum to Casper within thirty (30) days of the giving of a written notice thereof by Casper, then this Agreement shall automatically terminate, and be of no further force or effect between the parties at midnight on the 31st day following the giving of such payment default notice by Casper. This is a specific material default provision for the non-payment of sums due Casper under this Agreement, and the provisions set forth in Sub-paragraph c “Termination with Cause” below shall not apply to or otherwise govern the non-payment of sums due Casper.

(iii). Termination for Hauling/Delivery of Prohibited Waste: Casper shall have the unequivocal right to terminate this Agreement for a chronic breach by WREQC or its waste hauler of delivering to the CRSWF any prohibited waste on four (4) separate occasions over any 365 day period of this Agreement upon thirty (30) days written notice of such termination. Casper shall notify WREQC in writing on each occasion it or its contracted waste hauler delivers any such prohibited waste to the CRSWF during the term of this Agreement. Termination will only occur in the event WREQC has not, after each notification, taken timely and good faith efforts to address WREQC’s screening process violation, for which WREQC shall notify Casper in writing of its steps taken to rectify any such violation within thirty (30) days of being notified by Casper of the receipt of any such prohibited waste. This is a specific material default provision for termination due to the hauling/delivery of prohibited waste to the CRSWF under this Agreement, and the provisions set forth in Sub-paragraph c “Termination with Cause” below shall not apply to or otherwise govern this provision.

c. Termination With Cause: In the event either party shall violate, default on, or otherwise breach any term or condition of this Agreement (with the exception of the payment of sums due Casper or for the hauling/delivery of prohibited waste as provided for separately above), the non-defaulting party may notify the defaulting party in writing of any such breach or default, and should either party fail to cure any such breach or default under this Agreement within ninety (90) days after such notice, then this Agreement shall terminate and be of no further force or effect at midnight on the ninety-first (91st) day after the giving of such notice.

4. Notice.

All notices required hereunder shall be in writing and shall be either hand delivered or mailed to either party hereto by certified United States First Class Mail, return receipt requested, addressed as set forth below, or any other such address that either party may, from time to time, designate to the other in writing as provided herein. Any such notice shall be deemed to have been given on the date of its hand delivery or upon the date of its mailing.

CASPER: City of Casper, Wyoming
Attn: City Manager
200 North David
Casper, Wyoming 82601

WREQC: Wind River Environmental Quality Commission
Attn: Executive Director
P.O. box 217
Ft. Washakie, WY 82514

5. Payment.

a. Infrastructure Buy-In:

- i. WREQC agrees to pay Casper a total of One Hundred Ninety-Four Thousand Eight Hundred Ninety Dollars (\$194,890) for buy-in to the CRSWF's facility infrastructure in exchange for a guarantee to receive the same tipping fee, as it may be adjusted from time to time, as charged the citizens of Casper and Natrona County. WREQC agrees to pay Casper this sum over a five-year period in five (5) installments, with the first installment of Thirty-Eight Thousand Nine Hundred Seventy-Eight Dollars (\$38,978) being due and payable to Casper within sixty (60) days from the first date in 2014 that WREQC hauls solid waste to the CRSWF (first haul). The second installment of Thirty-Eight Thousand Nine Hundred Seventy-Eight Dollars (\$38,978) shall be due and payable to Casper within one (1) year from the date of the first haul, the third installment of Thirty-Eight Thousand Nine Hundred Seventy-Eight Dollars (\$38,978) shall be due and payable to Casper within two (2) years from the date of the first haul, the fourth installment of Thirty-Eight Thousand Nine Hundred Seventy-Eight Dollars (\$38,978) shall be due and payable to Casper within three (3) years from the date of the first haul, and the last installment of Thirty-Eight Thousand Nine Hundred Seventy-Eight Dollars (\$38,978) shall be due within four (4) years from the date of the first haul. In the event of the termination of this Agreement within the first 1,825 days thereof, all sums paid by WREQC to Casper shall be subject to the pro-rata refund provision set forth below.

Upon the termination of this Agreement within the first 1,825 days from the date of this Agreement, whether with or without cause, WREQC shall be entitled to a prorated reimbursement for its payment(s) made to Casper for buy-in of the Casper's Solid Waste Facility infrastructure. The following example demonstrates how the prorated reimbursement shall be calculated:

For example, if:

WREQC's buy-in amount was \$500,000 to be paid in five (5) equal \$100,000 payments, and January 1, 2012 was the day THIS AGREEMENT was made and entered into, and on March 1, 2012 and March 1, 2013 Casper received \$100,000 from WREQC for a total of \$200,000, and WREQC started hauling waste to Casper on July 1, 2014, and February 28, 2015 was the last day WREQC hauled waste to Casper (being 608 days), the reimbursement payment to WREQC would be \$33,424.66, being \$500,000 times 608 days divided by 1,825 days subtracted from \$200,000 (payments received to-date by Casper).

The parties agree and understand that no reimbursement will be due WREQC in the event of the termination of this Agreement, with or without cause, after the expiration of 1,825 days from the date of this Agreement.

- ii. The infrastructure buy-in cost shall be re-calculated two (2) years after the first day WREQC starts hauling waste to Casper using an average of three (3) year's annual tonnage. The 2012 annual tonnage of 3,000 hauled by WREQC to its own solid waste facility was used to calculate the One Hundred Ninety-Four Thousand Eight Hundred Ninety Dollars (\$194,890) infrastructure buy-in cost, and this tonnage amount shall be used with the annual tonnage WREQC hauls to the CRSWF and the annual tonnage the CRSWF receives in total from all users for the first and second year after the first haul by WREQC to the CRSWF for the recalculation. The re-calculated infrastructure buy-in cost difference will be adjusted over the next three (3) payment installments.

For example, if:

WREQC hauled 2,500 tons of waste to the CRSWF for the first year and 2,300 tons of waste for the second year, the average tonnage to be used to recalculate the infrastructure buy-in cost would be 2,600; $(3,000+2,500+2,300/3)$.

And for example, if:

The recalculated WREQC infrastructure buy-in cost is \$179,890 (\$15,000 less), and then the next three (3) payment installments would be decreased to \$33,978. If the recalculated WREQC infrastructure buy-in cost is \$214,890 (\$20,000 more), then the next three (3) payment installments would be increased to \$45,645.

The parties agree and understand that the infrastructure buy-in will be recalculated based on the average of the tonnage of 3,000 tons and the first and second year's actual annual tonnage of waste WREQC hauls to CRSWF and the actual total annual tonnage of waste the CRSWF accepts from all users during that same year, and the remaining payment installments will be modified to reflect the recalculated infrastructure buy-in cost.

- iii. Should other communities outside Natrona County enter into agreements with Casper to haul waste for final disposal to the CRSWF anytime after January 2015, the communities shall pay Casper an infrastructure buy-in cost. Infrastructure buy-in monies shall only be designated to operations of the CRSWF and at no time shall infrastructure buy-in monies be used for Casper operations outside the operation of the CRSWF. The infrastructure buy-in cost shall be calculated as provided by the following formula:

Infrastructure Buy-in Cost After City XYZ Hauling to CRSWF:

(Total Casper Investment from One Cent and County Consensus Money*) times (x)
(City XYZ's Annual Tonnage of Waste**) divided by
(CRSWF's Annual Tonnage of Waste prior to City XYZ Hauling Waste to CRSWF)

Whereas the following assumptions are used for this example:

\$10,477,011 = Total Casper Investment from One Cent and County Consensus Money*
(*an annual construction inflation factor shall be applied as of January 1 for each year after 2014 using historic construction annual inflation factors as published by the Engineer News Record magazine, or if no longer being published, such other nationally recognized publication at the sole discretion of Casper)

X,XXX tons = City XYZ's Annual Average Tonnage of Waste**

(**an average of the annual tonnage of waste from City XYZ shall be calculated using its annual tonnage of waste it hauled to another provider for each full calendar year after year 2014)

XXX,XXX tons = CRSWF's Annual Average Tonnage of Waste***

(*** an average of the annual tonnage of waste from the CRSWF's shall be calculated using annual tonnage for each full year after year 2014)

$\{(\$10,477,011^*) \times [(X,XXX^{**} \text{ tons}) / (XXX,XXX^{***} \text{ tons})]\}$

The parties agree and understand that no reimbursement will be due WREQC in the event of other communities' waste being hauled to CRSWF after January 2015.

- iv. Should WREQC's permitted user area be modified to include other communities outside Natrona County after January 2015, an infrastructure buy-in cost shall be calculated for the additional waste that will be added to WREQC's waste stream being hauled to CRSWF as shown in the following example:

Infrastructure Buy-in Cost After City XYZ Hauling to WREQC:

(Total Casper Investment from One Cent and County Consensus Money*) times (x)
(City XYZ's Annual Tonnage of Waste**) divided by
(CRSWF's Annual Tonnage of Waste prior to City XYZ Hauling Waste to WREQC)

Whereas the following assumptions are used for this example:

\$10,477,011 = Total Casper Investment from One Cent & County Consensus Money*
(*an annual construction inflation factor shall be applied for each year after 2015 using historic construction annual inflation factors as published by the Engineer News Record magazine)

X,XXX tons = City XYZ's Annual Average Tonnage of Waste**

(**an average of the annual tonnage of waste from City XYZ shall be calculated using annual tonnage for each full year after year 2014)

XXX,XXX tons = CRSWF's Annual Average Tonnage of Waste***

(*** an average of the annual tonnage of waste from the CRSWF's shall be calculated using annual tonnage for each full year after year 2015)

$\{(\$10,477,011^*) \times [(X,XXX^{**} \text{ tons}) / (XXX,XXX^{***} \text{ tons})]\} / 2$

- b. **Tipping Fees:** For purposes of this Agreement, "tipping fees" are the fees charged by Casper to users of the CRSWF, as those fees may be adjusted, from time to time, by Casper. Payment for tipping fees shall be made within thirty (30) calendar days from the invoice date of the invoice received from the City of Casper. Private waste haulers not contracted with WREQC bringing solid waste from WREQC's permitted user area shall not receive the

same tipping fee as guaranteed to WREQC. If WREQC brings municipal solid waste bagged and baled, a per-ton tipping fee rebate shall be applied to any sum otherwise due Casper, as that fee rebate may, from time to time, be adjusted. The tipping fee rebate is calculated annually and includes the operational and capital costs associated with Casper's baling function. In addition, if WREQC elects to be responsible for the disposal of electronic wastes and/or household hazardous waste, a per-ton tipping fee rebate shall be applied to any sum otherwise due Casper, as that fee rebate may, from time to time, be adjusted.

6. Obligations of the WREQC Solid Waste District.

- a. WREQC, at its sole cost and expense, shall deliver or direct the delivery of solid waste collected within its permitted user area and transfer station, as they may be modified from time to time, other than recyclable materials or yard waste which WREQC elects to dispose of by other means, to the CRSWF, all such deliveries to be in full and complete compliance with all applicable federal and state laws and regulations, and ordinances and regulations of Casper in effect at the time of delivery of solid waste to the CRSWF including waste screening requirements, or as may be subsequently enacted. Acceptance of such solid waste shall be governed by the same rules and regulations which have been adopted and exist at the time of solid waste delivery at the CRSWF, and which are applicable to solid waste delivered from within Natrona County and the City of Casper, and all modifications, from time to time, of such regulations by Casper for the operation of the CRSWF; and,
- b. WREQC shall pay to, or direct payment to, Casper the fees established in Section 5 above; and,
- c. WREQC shall pay interest at the rate of eighteen percent (18%) per year or one and one-half percent (1.5%) per month for all payments of disposal fees not made within forty-five (45) calendar days of the date of the invoice from the City of Casper; and,
- d. Any contracted hauler on behalf of WREQC and the drivers of any vehicles thereof hauling waste for WREQC shall execute and deliver to Casper, prior to being allowed to deliver any waste to Casper, an agreement in the form of Exhibit "A" attached hereto; and
- e. WREQC and its contracted haulers shall comply with all provisions of this Agreement, including those set forth in Exhibit "A" as it may, from time to time be amended, unilaterally, by Casper for all users of the CRSWF. Any such change(s) to Exhibit "A," except for emergency, shall not be effective until forty-five (45) days after written notice of such change(s) is given, unless such change(s) are otherwise mandated by any state or federal law or regulation for which forty-five (45) days of written notice cannot be given, in which event any such change(s) shall be effective between the parties as required by such law or regulation, with written notice thereof being given as soon as reasonably possible. In no event shall WREQC or its contracted haulers deliver for deposit any waste to Casper which contains any prohibited waste as defined in Exhibit "A," or any such other waste that may, during the term of this Agreement, be prohibited by local, state or federal law or any administrative regulations thereof.
- f. WREQC shall comply with all provisions Casper provides in writing regarding storage and processing household hazardous waste and electronic waste.

7. Obligations of the City of Casper.

- a. Casper shall provide adequate permitted and constructed space in the CRSWF to accommodate the proper disposal of the solid waste generated from the WREQC permitted user area until this Agreement is otherwise terminated as provided in Paragraph 3 above; and,
- b. Casper shall accept from WREQC any and all solid wastes of the kind, including industrial waste, permitted to be deposited in contained landfills, except prohibited wastes as defined in Exhibit "A," and any such other waste that may, during the term of this Agreement, be prohibited by local, state or federal law or any administrative regulations thereof. Acceptance of such solid waste shall be governed by the same rules and regulations which have been adopted and exist at the time of solid waste delivery at the CRSWF, and which are applicable to solid waste delivered from within Natrona County and Casper, and all modifications, from time to time, of such regulations by Casper for the operation of the CRSWF, and shall further be subject to the Solid Waste Acceptance Agreements (Exhibit "A") entered into between Casper and each driver of any waste hauler who are contracted by WREQC; and,
- c. Casper shall provide emergency WDEQ SHWD permitted space to accommodate a Wyoming declared Federal Emergency Management Agency (FEMA) disaster; and,
- d. Casper shall, provide a tipping fee rebate to exclude services for the disposal and recycling of WREQC Household Hazardous Waste and Electronics Waste; and,
- e. Casper shall, provide disposal and recycling of WREQC Household Hazardous Waste and Electronics Waste if requested up to a total maximum annual cost of Thirty Thousand Dollars (\$30,000) and no tipping fee rebate as provided in 7.d.; and,
- f. Casper shall accept animal carcasses mixed with MSW as long as the waste contains no liquids; and,
- g. Casper shall accept one passenger or pickup truck sized tire that is de-rimmed and mixed per ton of MSW.

8. State Required Permits for Municipal Landfills. Casper assumes full responsibility for obtaining State approval of permits for construction and operation of the CRSWF.

9. Assumption of Liability by Casper. Casper assumes full responsibility for assuring operation of the CRSWF and shall remain in compliance with all federal and state regulations, and shall further assume sole responsibility for any and all environment or ground water contamination problems created as a result of improper operation of its contained landfill, or failure of the liners, and will, to the degree provided by law, indemnify and forever hold harmless WREQC against any and all of such claims and damages and defense costs thereof up to the limitations of liability as set forth in W.S. § 1-39-118, as it may, from time to time, be amended, which hereafter may at any time be instituted against WREQC as a result of ground water contamination or adverse effects on the environment or any violation of governmental laws, regulations, or orders, caused, in whole or in part, by WREQC's delivery to Casper of

acceptable waste which eventually become the subject of a Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) clean-up action or any other governmental enforcement action.

10. **Assumption of Liability by WREQC.** WREQC assumes full responsibility for the proper collection, waste screening, and transportation of the solid waste generated from WREQC and its permitted use area. WREQC shall fully and completely indemnify Casper, to the degree permitted by law, up to the limitations of liability as set forth in W.S. § 1-39-118, as it may, from time to time, be amended, from all claims, damages and defense costs arising out of the violation by WREQC of any of the terms, covenants or provisions of this Agreement, including, but not by way of limitation, liability resulting from the deposit into the CRSWF of any hazardous waste or prohibited waste from being deposited therein as set forth in Exhibit "A," and any such other waste that may, during the term of this Agreement, be prohibited by federal, state or local law or any administrative regulations thereof. For meeting its obligations under this paragraph, WREQC shall show Casper proof of insurance in the amounts set forth and as provided in and by paragraph 12f below or coverage through a governmentally sponsored risk management pool.
11. **Solid Waste Landfill Acceptance Agreement.** The terms of the Solid Waste Landfill Acceptance Agreement (Exhibit "A"), as separately entered into by each trash hauling company and the drivers thereof contracted with WREQC, shall be subject to the terms and conditions of this Agreement, and in the event of any inconsistency between the terms of this Agreement or Exhibit "A," as they may from time to time be amended by Casper, shall prevail.
12. **General Terms and Conditions.**
 - 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. **PROVIDED HOWEVER**, the parties agree and understand that Casper may, from time to time, unilaterally amend Exhibit "A," as provided by Paragraph 6.e. above, to reflect any such other waste that may, during the term of this Agreement, be prohibited by local, state, or federal law or any administrative regulations thereof, as well as to incorporate any changes which Casper desires to implement regarding the process of waste acceptance, times of operation, or safety issues for the CRSWF. Following any such amendment of Exhibit "A," the contracted waste haulers and their respective drivers shall execute and deliver to Casper the amended version of Exhibit "A" prior to further deliveries of waste from WREQC to Casper. Exhibit "A" shall not be amended in such a way that would result in WREQC being treated differently than users from Casper and Natrona County.
 - b. **Applicable Law:** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. Venue for any suit or action on or under this Agreement shall be vested solely in the District Court for the Seventh Judicial District of the State of Wyoming, in Natrona County, Wyoming, however nothing in this Agreement constitutes or shall be construed as a waiver of sovereign immunity by the Eastern Shoshone Tribe, the Northern Arapaho Tribe or the City of Casper.

- c. **Assignability:** WREQC shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of Casper: provided, however, that claims for money due or to become due to Casper from WREQC under this Agreement may be assigned to another governmental entity, 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 Casper.
- d. **Waste Screening Records and Inspections:** Casper or any of its duly authorized representatives shall have access to public records, including any books, documents, papers, and records of WREQC which are directly pertinent to the specific Agreement for the purpose of making audit or examination of waste screening books, documents, papers, and records as required by the Wyoming Department of Environmental Quality, or any other federal or state law or regulation. WREQC or its contracted Transfer Station operator shall allow Casper or any of its duly authorized representatives to enter upon WREQC Transfer Station's premises where records must be kept under the conditions of its Wyoming Department of Environmental Quality (WDEQ) Transfer Station permit; have access to and copy, at reasonable times, any records that must be kept under the condition of this Agreement and its WDEQ Transfer Station permit; inspect at reasonable times any facilities, equipment (including waste handling equipment), practices, or operations regulated or required under this Agreement or its WDEQ Transfer Station permit related to waste screening.
- e. **Waste Receipt Records:** It is agreed that CRSWF receipt records generated or prepared by Casper under this Agreement shall be provided to each waste haul driver contracted by WREQC. Additional waste receipt records requested by WREQC shall be provided by Casper, at the additional expense of WREQC.
- f. **Insurance:** Prior to commencement of hauling waste to the CRSWF, WREQC, for compliance with Paragraph 10 above, and WREQC (if not a participant in a governmentally sponsored risk management pool) and/or its contract waste haulers for the transportation and delivery of MSW from WREQC to the CRSWF shall procure, and at all times thereafter maintain, with an insurer acceptable to the City of Casper, the following minimum insurance insuring WREQC and Casper against liability from damages because of injuries, including death suffered by persons, including employees of Casper, and liability from damages to property arising from and growing out of WREQC or its contract waste haulers' negligent operations or conduct in connection with the performance of this Agreement.

LIMITS

1.)	Worker's Compensation	Statutory
2.)	Comprehensive General & Auto Liability	\$250,000 per claimant and \$500,000 Per occurrence

WREQC in compliance with Paragraph 10 above, and WREQC and/or its contracted waste haulers for the transportation and delivery of MSW from WREQC to the CRSWF

shall provide Casper with certificates evidencing such insurance as outlined above prior to beginning any hauling of waste to the CRSWF under this Agreement. Such certificates shall provide thirty (30) days advance written notice to Casper of cancellation, material change, reduction of coverage, or non-renewal. Such insurance shall list the City of Casper as an additional insured, with the exception that in the event WREQC insures through a governmentally sponsored risk management pool, WREQC shall not be required to name Casper as an additional insured therewith. However, in the event WREQC would elect, at any time to insure through a private non-governmental insurer, then WREQC shall include Casper as an additional insured under any such policy of insurance. This exception for a governmentally sponsored risk management pool shall not apply to WREQC's contracted waste hauler, who shall name Casper as an additional insured under its insurance policy(s). In addition, WREQC and/or its contracted waste haulers shall provide Casper with copies of insurance policies and/or policy endorsements listing the City of Casper as an additional insured as provided herein. Casper's failure to request or review such insurance certificates or policies shall not affect Casper's rights or WREQC's obligations hereunder.

The intent of this section is to insure that sufficient funds are available to fully insure Casper for the full amounts of its potential liability under the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. resulting from the negligence of WREQC or WREQC haulers. If the limits set forth in the Wyoming Governmental Claims Act are altered, WREQC and/or its contracted waste haulers shall procure insurance to provide Casper with full coverage according to said altered limits. The full limits of insurance required by this Agreement shall be available to indemnify Casper as provided herein.

To the degree allowed by law, WREQC agrees to forever indemnify Casper and hold it harmless from liability, up to the limitations of liability as set forth in W.S. § 1-39-118, as it may, from time to time, be amended, for damage to property or injury to or death to persons, including costs, expenses, and attorney's fees incurred related thereto, arising from negligence of WREQC in the performance of the terms and conditions of this Agreement.

- g. **Entirety of this Agreement:** This Agreement, including Exhibit "A," represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and Agreements, whether written or oral.
- h. **Prior Approval:** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing and executed by all parties hereto before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Casper City Attorney or his representative.
- i. **Severability:** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- j. **Sovereign Immunity:** The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, S. S. § 1-39-101, et seq. The parties specifically reserve the right to assert any and all immunities, rights, and defenses they may

have pursuant to the Wyoming Governmental Claims Act as it now exists, or is otherwise amended.

- k. **Ambiguities:** The parties agree that any ambiguity in this Agreement shall be construed to carry out the intent of this Agreement.
- l. **Third-Party Beneficiary Rights:** The parties do not intend to create 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.
- m. **Successors:** This Agreement shall be binding on the parties hereto, their successors, assigns and agents.
- n. **Captions:** The captions and headings of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience of reference, and are not part of this Agreement and shall not be deemed any manner to modify, enlarge or restrict any of the provisions of this Agreement.
- o. **Waivers:** Any waiver of any breach or non-conformance by either party of any term or condition of this Agreement shall not be construed as being a waiver of a future breach of the same or any other term or condition hereof.

13. **Signatures:** The parties to this Agreement, through their duly authorized representatives have executed this Agreement on the date first above written, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein. Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite authority to bind their principals to each and every term of this Agreement.

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

APPROVED AS TO FORM:
(WREQC Solid Waste Disposal Agreement)



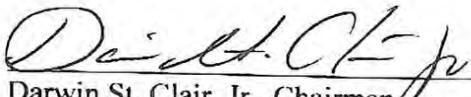
ATTEST:

City Clerk

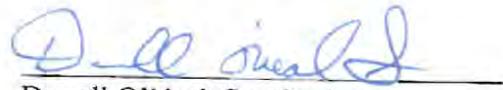
CITY OF CASPER, WYOMING
A Wyoming Municipal Corporation

By: _____
Paul L. Meyer, Mayor

EASTERN SHSHONE TRIBE


Darwin St. Clair, Jr., Chairman

NORTHERN ARAPAHO TRIBE


Darrell O'Neal, Sr., Chairman

WREOC


Ryan Ortiz, Executive Director

RESOLUTION NO 14-126

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

WHEREAS, the WREQC desires to transport their Municipal Solid Waste (MSW) to the Casper Regional Solid Waste Facility; and,

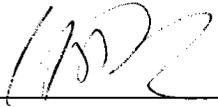
WHEREAS, the City of Casper represents it is ready, willing, and able to provide solid waste disposal services to the WREQC as outlined in the agreement; and,

WHEREAS, the WREQC has consented to financially buy into the Casper Regional Solid Waste Facility capital infrastructure in exchange for a guarantee to receive the same tipping fee as charged the citizens of Natrona County, as that fee may, from time to time be adjusted; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with the WREQC.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 20, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: General Service Contract and Electric Service Requirement Agreement with Rocky Mountain Power
Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project, No. 12-56

Recommendation:

That Council, by resolution, authorize a General Service Contract and Electric Service Requirement Agreement with Rocky Mountain Power to provide power for the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project in the amount of \$34,650.

Summary:

The Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project is currently out to bid. Rocky Mountain Power has provided a cost of \$34,650 to provide power for the installation. This amount already reflects their investment of \$8,253 to fund a portion of the improvements. Installation requires installation of several new poles, removal of existing guy wires, and installation of a new transformer. The terms under which power will be supplied are outlined in the General Service Contract and Electric Service Requirement Agreement.

A resolution is prepared for Council's consideration.

**ROCKY MOUNTAIN POWER
and
CITY OF CASPER
GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)**

This General Service Contract ("Contract"), dated May 2, 2014, is between Rocky Mountain Power ("Company"), whose address is 2840 East Yellowstone Hwy, Casper, WY, and the City of Casper ("Customer"), whose address is 200 North David Street, Casper, WY, for electric service for Customer's traffic signal operation operation ("Facility") at or near King Blvd. and South Poplar Street, Casper, Wyoming.

The Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Wyoming Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 240Y/120-volt, single-phase electrical service to the Customer's Facility.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, which shall be 25 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 60 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 60 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$8,253.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

___ **Refund Option.** The total Customer Advance for this work is \$34,900.00, and the **balance due is \$34,900.00**, and Customer remains eligible for refunds. Company will

refund part of the Customer Paid Costs if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund twenty percent (20%) of the refundable Customer Paid Costs allocable to the **shared** Improvements for each of four (4) additional customers. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

Contract Administration Credit Option. Customer chooses to receive a Contract Administration Credit of **\$250** and **waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$34,650.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) **\$245.74 (the monthly facilities charge)** plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 25 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Term.** This Contract becomes effective when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

In the event Customer terminates service or defaults for reasons other than those stated in Section 10. **City of Casper Special Provisions**, c) Availability of Funds (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the five-year term.

6. **Payments.** All bills shall be paid in accordance with the provisions contained in Wyoming State Statute 16-6-602, the City of Casper, and Rocky Mountain Power's Rule 8 policies and procedures. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. PacifiCorp shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund PacifiCorp determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

7. **Customer Obligations.** Customer agrees to:
 - a) Reimburse all expenses to Company including labor and associated expense and fees in obtaining and preparing Rights of Way acceptable to Company, using Company's standard forms. Company will invoice Customer after construction is complete for the Rights of Way expenses, and

- b) Comply with all of Company's tariffs, procedures, specifications and requirements.
8. **Effective.** This Contract will expire unless you:
- a) Sign and return an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of the Contract, and
 - b) Are ready to receive service within 150 days of the Customer signature date below.
9. **Special Provisions:** The customer may buy the Contract out for the sum of twelve thousand, five hundred twenty-six dollars and forty-three cents (\$12,526.43). Total cost for buyout the Refund Option in Section 3 (A) is \$47,426.43. Total cost for buyout the Contract Administration Credit Option in Section 3 (B) is \$47,176.43. If the contract is bought out then the Contract Minimum Billing will be \$0.00.
10. **City of Casper Special Provisions:**
- a) Ambiguities. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to rights and immunities of the Customer under the Wyoming Governmental Claims Act Shall be construed in the favor of the rights and immunities provide thereunder.
 - b) Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Company shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Customer.
 - c) Availability of Funds. Each payment obligation of the Customer is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Company, the contract may be terminated by the Customer at the end of the period for which the funds are available. The Customer shall notify the Company at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Customer to terminate this Contract to acquire similar services from another party
 - d) Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, or delivery in person.
 - e) Sovereign Immunity. The City of Casper 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 of Casper specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
 - f) 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 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 provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- g) Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

11. **Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of either the Company or Customer.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

12. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Wyoming applicable to contracts executed in and to be wholly performed in Wyoming by persons domiciled in the State of Wyoming. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Wyoming, or state courts of the State of Wyoming, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
13. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

14. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.

CITY OF CASPER

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

Andrew Beamer
ATTENTION OF

200 North David
ADDRESS

Casper, WY 82604
CITY, STATE, ZIP

ROCKY MOUNTAIN POWER

By _____
signature

Bob Collier Ops Mgr
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

2840 E. Yellowstone Hwy.
ADDRESS

Casper, WY 82609
CITY, STATE, ZIP

APPROVAL AS TO FORM

I have reviewed the attached *General Service Contract between Rocky Mountain Power and City of Casper (1000 KVA or Less)*, and approve them as to form on behalf of the City of Casper, Wyoming.

Dated: May 12, 2014



Wallace Trembath III
Assistant City Attorney

ELECTRIC SERVICE REQUIREMENTS AGREEMENT – NON-RESIDENTIAL

Customer name/location: City of Casper / intersection of Poplar & King Blvd, Casper, WY
Request # 5882806 Contact person: Andrew Beamer Phone # 307-235-8341

Load Information (Commercial load sheet, electrical one-line drawing, site plan, and CAD drawing required.)
service panel size: 200 amps phases: 1 voltage: 120/240v

General Information

- Line extension policy explained. Customer to call for locates? yes no N/A
- Customer will accept \$250 Contract Administration Credit? yes no decide later N/A
- Customer given ESR Manual? yes no
- Route (including poles, trench route and equipment locations) staked out and / or explained.
- Route may be forwarded upon completion of design.

Read the back of this sheet for additional line extension information.

Trench & Conduit

 (Note: Customer to install non-metallic 'poly' pull rope, 500 lb test minimum for all conduit installations):

- Customer to install: trench conduit vault or flat pad
- Primary/secondary/service trench dimensions 36-48" deep x 12" wide, (per ESR or Power Company Rep.)
- No. of runs of secondary/service conduit required 1 diameter 3"
(Conduit runs shall be Schedule 40 gray electrical grade PVC or fiberglass or as indicated on Power Company drawings.)
- No. of secondary/service sweeps 90° 2 45° radius 36" fiberglass/steel PVC (factory-quality bend)
- Riser location marked on pole N/A
- Secure 500 lb pull line inside the conduit and cap with 6 feet of extra line at both ends

Read the back of this sheet for additional information on trenching and conduit installations.

Meter Base or Termination Equipment to be installed by Customer

(Location as agreed on, no variation without estimator approval)

- Underground-fed Overhead-fed
- Manual link bypass req'd safety socket req'd C.T. enclosure required dimensions: (per ESR)
- Switchgear service entrance required above 801 Amps Net metering? yes no
- Specifications or drawings provided: _____

Read the back of this sheet for additional information on metering installations.

Before Service Can Be Provided

 (Call us at 307-261-7027 to inform us of your progress on the following):

- Tree trimming required, to be done by: Customer Power Company N/A
- Required electrical inspection discussed with Customer. Customer to contact City, County or State permitting office
- Right-of-way required and explained. N/A (additional widths may be required)
- Contract or "Letter of Agreement" required and explained. N/A
- Trench and conduit to be mandrel'd and under Power Company supervision inspected? yes no N/A
- (Call 307-261-7027 for trench inspection with minimum 48 hrs notice.)
- Other information needed from Customer before design can take place: _____

Read the back of this sheet for additional information on requirements.

Sketch & Notes:

See the attached map

Changes to this agreement must be communicated and agreed to by the Estimator or Manager. Your estimate is good for 90 days. If you request changes to the estimate or design, or if it must be recreated after cancellation, the Power Company may require a non-refundable re-engineering fee (minimum of \$200), payable in advance.

Chris Coziahr p75694
PacifiCorp Representative P#

Customer or Representative

Date

Load Information - The load information you provide is used in sizing the Company facilities to meet your electrical demands, therefore it is imperative that you provide accurate information and notify your estimator if anything changes as quickly as possible.

General Information

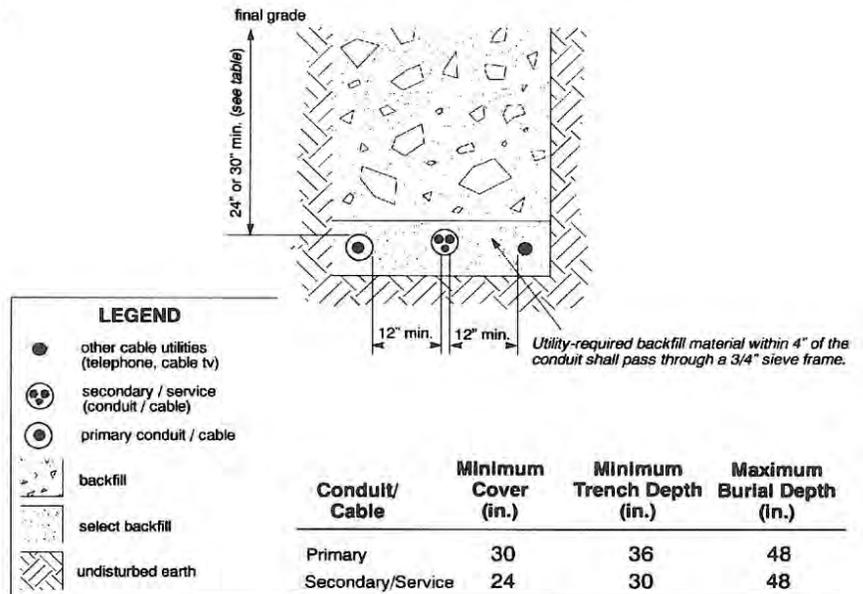
- Line Extension Policy information can be found online at www.pacificpower.net or www.rockymtnpower.net by navigating as follows: *Business > Rates & Regulation > Choose your State > Approved Tariffs, Rate Schedules or Rules.*
- The Customer shall call UG Locating two (2) full working days prior to digging. The numbers for each state are: OR (800) 332-2344; WA (800) 424-5555; CA (800) 227-2600; ID (800) 342-1585; UT (800) 662-4111; WY (800) 849-2476.
- By accepting the \$250 Contract Administration Credit, you waive your right to future refunds (if applicable).
- Contact the Estimator if you wish to relocate the route as designed. Do not relocate the Estimator's stakes.
- The Customer is responsible for following the specifications in this document, as well as those in the Six-State Electric Service Requirements Manual (ESR). The ESR can be obtained in hard copy format from your local office, and online at www.pacificpower.net/ESR or www.rockymtnpower.net/ESR.

Trench & Conduit

- Electric utilities (cable TV, telephone) shall have at least 12" of horizontal clearance from primary and secondary cables.
- Non-electric utilities (Gas, Water, Sewer, etc.) and privately-owned facilities shall not be installed in the power trench without prior approval by the power company.
- Contact your Estimator if you plan to change the route of the service, install more sweeps, or increase the length.

Note: Ten feet (10') of level ground, free from obstructions, is required in front of equipment pads. Three feet (3') of clearance is required on the remaining three sides.

Figure 6.3.5 - Main Trench

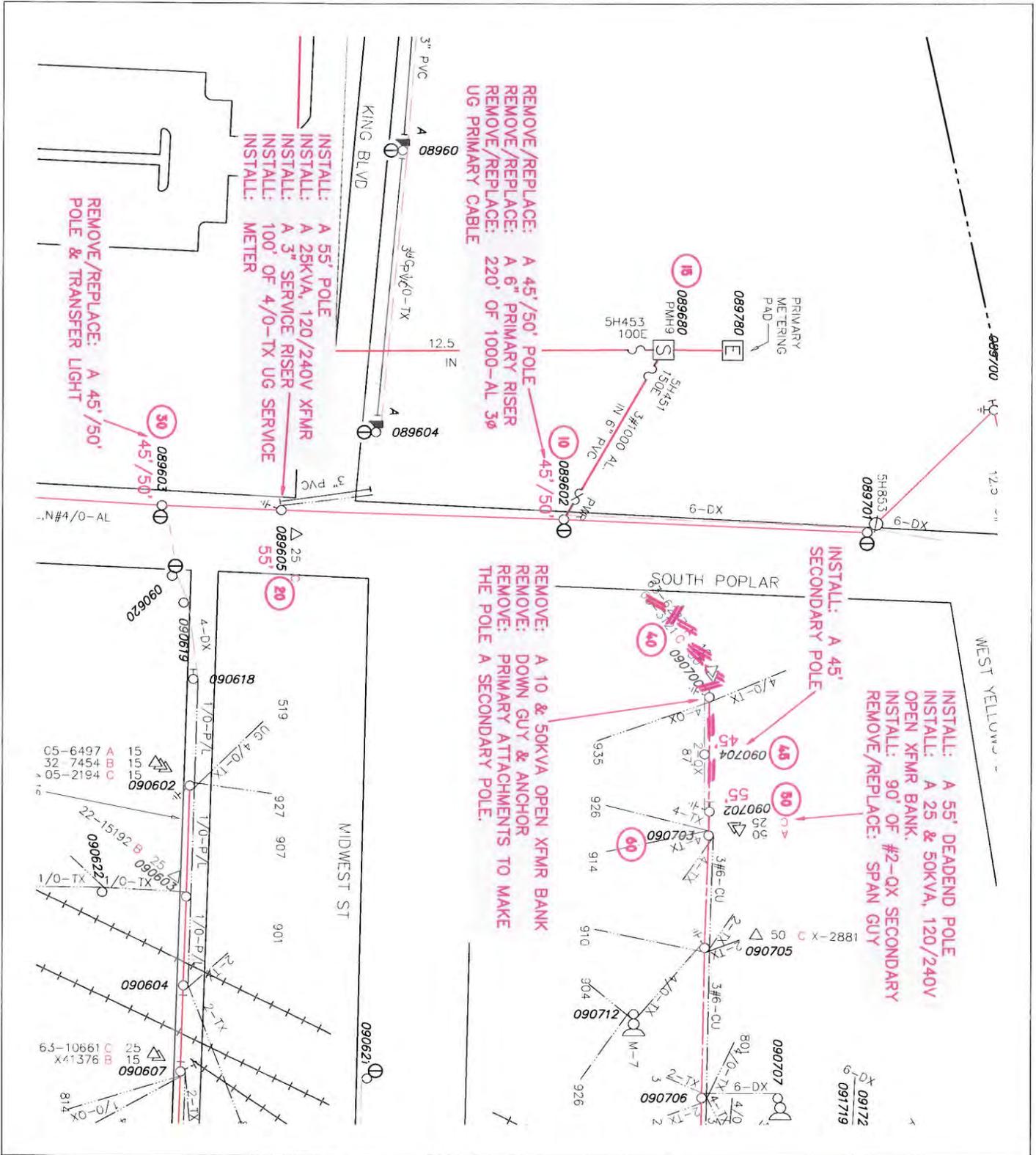


Additional General Requirements (See the Six-State Electric Service Requirements manual for all requirements.)

- The height of the meter shall be no greater than 6'. The socket's center shall be no less than 4' above the ground.
- In installations with two or more units, each metered service shall be permanently labeled with the Customer's address with a metal or hard plastic engraved label.
- For an overhead service, a 24" minimum tail is required to be left out of the service mast.
- For an overhead service to a meter pole, the pole shall be no less than 5½" in diameter at the top, treated, set at least 5' deep, and the bottom of the weatherhead shall be located within 1' of the top of the pole. Used poles must be approved.
- Poles must be accessible to Power Company power-lift aerial equipment.
- The Electrical Inspector (State, County or City) is the proper person to answer most of your questions regarding your wiring and equipment beyond the interconnection with the Power Company's supplied service.
- Ct metering and switchboard metering to be installed outside the building.

Before Service Can Be Provided

- If overhead primary service is to be installed, trees and limbs shall be cleared 10' from each side of the line. **DO NOT TRIM TREES WITHIN 10' OF EXISTING OVERHEAD PRIMARY LINES.** Walk the route with your Estimator to determine acceptable vegetation and appropriate clearances.
- The Power Company will prepare easement documents. The Customer shall return the signed easement and pay any associated costs.
- Direct-buried underground cable and conduit installations shall not be energized until the proper select backfill over the cable or conduit has been inspected by the Power Company representative, The Customer is responsible for providing the select backfill and the final cover of the trench.
- The Power Company's schedule for construction on your project depends on the project's size, the type of material ordered (some materials have long lead delivery dates), the workload of the Power Company in your area, and changes to the initial design. Work shall not be scheduled until you have met all of the requirements detailed on this form and the ESR (www.pacificpower.net/ESR or www.rockymtnpower.net/ESR), and have called in to inform the Power Company.



Foreman		Emp #	Job Start Date		 A MIDAMERICAN ENERGY HOLDINGS COMPANY
CC#	WO# / REQ#	Map String	Job Comp Date		
11331	005882806	05233079.0			1 OF 1
CUSTOMER : CITY OF CASPER ADDRESS : KING BLVD & POPLAR CASPER, WY			Circuit 5H410	Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted <input type="checkbox"/>	EST ID# 75694 Print Date 03/17/14 Scale 1=100'

RESOLUTION NO. 14-127

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

WHEREAS, the City of Casper desires to install a traffic signal at the intersection of Poplar Street and Midwest Avenue/King Boulevard; and,

WHEREAS, Rocky Mountain Power requires the City of Casper execute a general service contract and electric service requirement agreement to provide power for 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 a general service contract and electric service requirement agreement with Rocky Mountain Power for the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal, Project 12-56.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 20, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services with Williams, Porter, Day, and Neville, P.C.
Casper Balers Legal Counsel

Recommendation:

That Council, by resolution, authorize a contract for professional services with Williams, Porter, Day, and Neville, P.C., (WPD&N) in an amount not to exceed \$20,000, for the Casper Balers Legal Counsel, Project No. 14-33.

Summary:

Two (2) Logemann balers were purchased and installed in 1984 as part of an Administrative Order with the Wyoming Department of Environmental Quality (WDEQ). WDEQ issued the Administrative Order to the City of Casper stating it must implement a solution to prevent the accumulation of litter caused by its landfill or close the landfill. Several options were studied to address the litter issue and it was decided baling garbage was the most cost effective method for addressing the problem. In 2005, the City also purchased a bagging system and installed the bagging system onto the Harris balers to further reduce the litter problems. With the operation of the Logemann balers and bagging system, litter accumulation was reduced by nearly 85%.

In 2009, the City of Casper replaced the 25 year old Logemann balers under a Design Build Contract with RRT Design & Construction (RRT). RRT selected Harris Equipment Company (Harris) as the baler manufacturer to replace the Logemann balers. Since the purchase and installation of the new Harris balers they have not, in the opinion of the City, functioned properly. The City retained WPD&N last year under the City Manager's contracting authority to assist the City with preparing a written agreement with RRT and Harris to correct these malfunctions, and a draft written agreement has been provided to RRT and Harris and negotiations are currently in progress.

City staff desires to continue to use WPD&N to finalize these negotiations with RRT and Harris, as both of these companies and the respective bonding company are located out of state. Staff recommends awarding a contract to WPD&N not to exceed \$20,000 for these purposes.

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 20th day of May, 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. Williams, Porter, Day & Neville, P.C. (WPD&N), 159 North Wolcott, Suite 400 Casper, WY 82602 (“Contractor”).

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

RECITALS

A. The City of Casper purchased two (2) Harris balers in 2009, and these balers have not, in the opinion of the City, functioned properly since installation and legal counsel is required.

B. The City desires to retain legal counsel to advise and facilitate a potential agreement between the City, Harris Equipment Company and RRT Design & Construction regarding these compaction balers, purchased by the City, Project Number 14-33.

C. The project requires professional services from Ryan Swartz, an attorney with Williams, Porter, Day, & Neville P.C., to provide legal counsel to City staff as both of the above stated companies and the respective bonding company are all located out of the state of Wyoming.

D. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required, and the City desires to retain the Contractor for such services pursuant to the terms and conditions of this contract.

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 services in connection with and respecting the project as described in Exhibit “A”.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of August, 2015.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Exhibit "A", not to exceed a lump sum of Twenty Thousand Dollars (\$20,000).

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:
(Williams, Porter, Day and Neville P.C. – Casper Balers Legal Counsel, Project 14-33)



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

CONTRACTOR
Williams, Porter, Day & Neville, P.C.
159 North Wolcott, Suite 400
Casper, WY 82602
(307)265-0700

WITNESS

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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	\$4,000,000

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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

EXHIBIT "A"

RICHARD E. DAY
FRANK D. NEVILLE
PATRICK J. MURPHY
STUART R. DAY
STEPHENSON D. EMERY
SCOTT E. ORTIZ
SCOTT P. KLOSTERMAN
P. CRAIG SILVA
JASON A. NEVILLE
RYAN J. SCHWARTZ
CHARLES S. CHAPIN
KEITH J. DODSON
BRIAN J. MARVEL
RYAN L. FORD
DAVID E. SHIELDS



HOUSTON G. WILLIAMS
(1922 – 2002)
BARRY G. WILLIAMS
(1949-2004)
GEO M. PORTER
(1915-1990)

WILLIAMS, PORTER, DAY & NEVILLE, P.C.
WYOMING'S LAW FIRM

159 North Wolcott, Suite 400 (82601)
P. O. Box 10700
Casper, Wyoming 82602

FROM THE DESK OF:
RYAN SCHWARTZ
E-mail: rschwartz@wpdn.net

April 24, 2014

City of Casper – Solid Waste Division
200 North David Street
Casper, WY 82601

RE: Legal Representation of The City of Casper with respect to claims related to the purchase and installation of 1445 Balers manufactured by Harris Waste Management Group, Inc. and installed by RRT Design & Construction

To whom it may concern:

We are pleased that The City of Casper has chosen Williams, Porter, Day & Neville, P.C., to provide legal services and general legal advice regarding the above described claims related to the solid waste balers purchased by the City for the solid waste department. With regard to our representation of your interests, it is necessary that we reach an agreement with you in advance regarding the conditions and guidelines which will govern our relationship. This agreement will be consistent, of course, with the rules of professional responsibility that apply to all attorneys.

First, to protect both of us and to comply with our professional obligations, we have already discussed with you and have resolved any potential conflicts of interest with present or former clients of our firm. If during the course of our firm's services to you we become aware of any potential conflict of interests, we will immediately provide you with the necessary information.

Professional Fees. Our fees will be based on the reasonable value of our services as determined in accordance with the American Bar Association Model Code of Professional Responsibility and the Wyoming State Bar Code of Professional Responsibility. As we discussed, legal fees will be based upon an hourly rate for the particular partner and for the particular area of law in which the services are requested. For all general legal and business services, Partners of the firm will bill at the rate of \$200.00 per hour, and associate attorneys will be billed at \$150.00 per hour. Our legal assistant's rate will be \$80.00 per hour throughout the course of the firm's representation of your interests. In an effort to reduce legal fees, we will assign tasks among associates and legal assistants in a manner commensurate with the level of expertise required and only when appropriate. No fees shall be paid separately for secretarial or



clerical services. Any additional agreements regarding fees must be set forth in writing, signed by you, and a member of our firm.

B. **Costs and Expenses.** It is understood that in the course of our representation, it may be necessary for our firm to incur certain costs or expenses. You will reimburse our firm for costs or expenses actually incurred and reasonably necessary for completing the assigned matter.

1. Computed-Related Expenses. You will reimburse our firm for computerized research and research services.
2. Travel. You will reimburse our firm for expenses in connection with out-of-town travel. All related travel expenses, i.e., airline and automobile costs, mileage, lodging and meals, must be reasonable under the circumstances. Our firm will advance all such travel expenses and submit bills for reimbursement.
3. Court Costs. You will reimburse our firm for actual expenses incurred.
4. Photocopying. You will reimburse our firm at a maximum of 15 cents per page for normal photocopying and 25 cents per page for color photocopying. Special photocopying shall be reimbursed at actual expense to our firm.
5. Telephone/Fax. You will reimburse our firm for long-distance and fax service at actual expense to our firm.
6. Postage/Courier. You will reimburse our firm for postage at our firm's actual costs and for actual expenses of priority or overnight courier when such services are necessary.

C. **Billing.** Bills shall be submitted to you and will include a statement in computerized form describing the services performed, the time expended by the attorney or legal assistant and the hourly rates charged. The minimum time increment charged by billable persons will be in one-tenth hour increments. Reimbursable expenses included on each bill will be broken down by category.

The effective date of this agreement shall be April 24, 2014.

D. **Involvement.** We will keep you involved with the progress of our firm's services in this matter. We will keep you apprised of all material developments in this matter, and, in the case of litigation or administrative proceedings, provide sufficient notice to enable you to attend



meetings, discovery proceedings and conferences, hearings and other proceedings. A copy of all correspondence in the course of our firm's services will be forwarded to you.

E. **Termination.** You have the right to terminate our firm's engagement by written notice at any time. We have the same right to terminate this engagement subject to an obligation to give you reasonable notice to permit you to obtain alternative representation or services subject to applicable ethical provisions. We will provide reasonable assistance in effecting a transfer of responsibilities to the new firm.

F. **Disputes.** The laws of the State of Wyoming shall govern the interpretation of this agreement, including all rules or codes of ethic that apply to the provision of services.

Please review this agreement carefully, and if you have any questions concerning the foregoing conditions, do not hesitate to contact me. If this agreement is acceptable to you, please acknowledge that you have reviewed it, understand it, and desire our firm to represent you on the basis of the terms of this agreement by signing and returning same to me in the envelope provided. We recommend that you keep a copy of this letter in your file.

We look forward to working with you on this matter.

Very truly yours,

Ryan Schwartz

I agree to representation as outlined in the preceding paragraphs:

The City of Casper:

John Patterson, City Manager for the City of Casper

Date

RESOLUTION NO. 14-128

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

WHEREAS, the City of Casper purchased two (2) Harris balers in 2009 for use at the Casper Regional Solid Waste Facility, and these balers have not, in the opinion of the City, functioned properly since installation and legal counsel is required; and,

WHEREAS, the City of Casper desires to retain legal counsel to advise and facilitate a potential agreement between the City, Harris Equipment Company and RRT Design & Construction regarding these balers, which were purchased by the City, Project Number 14-33; and,

WHEREAS, the project requires professional services from Ryan Swartz, an attorney with Williams, Porter, Day & Neville, P.C., to provide legal counsel to City staff as both of the above stated companies and the respective bonding company are all located out of the state of Wyoming; and,

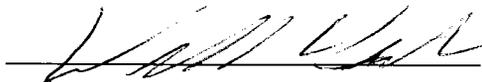
WHEREAS, the Contractor represents that it is ready, willing and able to provide the professional services to City as required, and the City desires to retain the Contractor for such services under the terms and conditions of a professional services contract.

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 Williams, Porter, Day & Neville P.C., for the purposes set forth above.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the Contract, throughout the project, with funds from the Balefill Cost Center, in the amount of Twenty Thousand Dollars (\$20,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

May 20, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Paramount Construction, Inc.
Metro Animal Control Building Improvements, Project NO. 13-29

Recommendation:

That Council, by resolution, authorize an agreement with Paramount Construction, Inc., for the Metro Animal Control Building Improvements, Project No. 13-29, in the amount of \$68,097. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$3,403, for a total project amount of \$71,500.

Summary:

On Tuesday, May 6, 2014, one (1) bid was received for the installation of partition walls, masonry kennels, drop ceiling, and electrical and HVAC work. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Paramount Construction, Inc.	Casper, Wyoming	\$68,097

The estimate prepared by the City Engineering Division was \$70,000. Work is scheduled to be completed by August 15, 2014.

Funding for this project will be from Metro Animal Control Buildings Capital Outlays Replacement line item.

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 Paramount Construction, Inc., 2557 Rainbow Drive, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install improvements to the Metro Animal Control building and,

WHEREAS, Paramount Construction, Inc., is able and willing to provide those services specified as the Metro Animal Control Building Improvements, Project 13-29.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Metro Animal Control Building Improvements, Project 13-29.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 15, 2014, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 22, 2014.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200) for each day that expires after the time specified in paragraph

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

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Sixty-Eight Thousand Ninety-Seven Dollars (\$68,097). See Exhibit "A" – Bid Form.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the work, but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon 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) 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. 1 .
- 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 ten (10) sections.
- 8.14 Contract Drawings with each sheet bearing the following general title:

Metro Animal Control Building Improvements, Project 13-29
- 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.

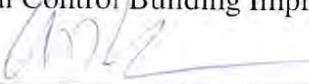
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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 written below.

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:
(Metro Animal Control Building Improvements, Project 13-29)



ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

V.H. McDonald

Title: City Clerk

CONTRACTOR:

Paramount Construction, Inc.,
2557 Rainbow Drive
Casper WY 82604

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

Paul L. Meyer

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
Metro Animal Control Building Improvements
Project 13-29

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by August 15, 2014, and completed and ready for final payment not later than August 22, 2014, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>30APR2014</u>
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: \$ 68,097.00

TOTAL BASE BID, IN WORDS: Sixty eight thousand zero hundred ninety seven and xx/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Paramount Construction, Inc.
2557 Rainbow Dr.
Casper, WY 82604

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

Submitted on May 06, 2014.

BF-2

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: _____

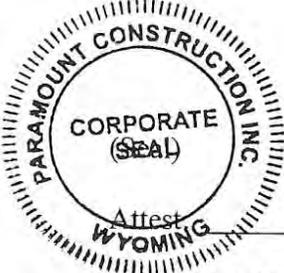
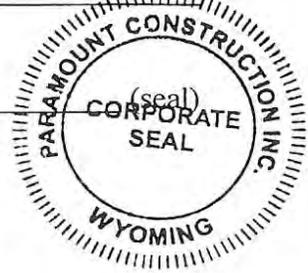
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Paramount Construction, Inc.
(Corporation's or Limited Liability Company's Name)
Wyoming
(State of Incorporation or Organization)



By: *Will Kelle*
President
(Title)



Attest *Shannon Stark*

Business Address: 2557 Rainbow Dr.
Casper, WY 82604

Phone Number: 307-333-5928

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
May 6, 2014
METRO ANIMAL CONTROL BUILDING IMPROVEMENTS
Project 13-29

Casper, Wyoming

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

LS=Lump Sum

Bid Schedule

Description	Unit	Quantity	Unit Price	Total Price
Metro Animal Control Building Improvements	LS	1	\$ 68,097.00	\$ 68,097.00

- BID IN WORDS:**

Sixty eight thousand zero hundred ninety seven and xx/100

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

RESOLUTION NO. 14-129

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

WHEREAS, the City of Casper desires to install partition walls, masonry kennels, drop ceiling, and electrical and HVAC work; and,

WHEREAS, Paramount Construction, Inc., is able and willing to provide those services specified as the Metro Animal Control Building Improvements, Project No. 13-29; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Paramount Construction, Inc., for those services, in the amount of Sixty-Eight Thousand Ninety-Seven Dollars (\$68,097).

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 Sixty-Eight Thousand Ninety-Seven Dollars (\$68,097) and Three Thousand Four Hundred Three Dollars (\$3,403) for a construction contingency account, for a total price of Seventy-One Thousand Five Hundred Dollars (\$71,500).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

May 20, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Evergreen Tennis Courts, Inc.
Tennis Court Resurfacing, Project No. 13-61

Recommendation:

That Council, by resolution, authorize an agreement with Evergreen Tennis Courts, Inc., for the Tennis Court Resurfacing Project, No. 13-61, in the amount of \$55,075. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$4,925, for a total project amount of \$60,000.

Summary:

On Tuesday, May 6, 2014, one (1) bid was received for the installation of an Armor Crak Repair System and resurfacing of two double tennis courts. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Evergreen Tennis Courts, Inc.	Loveland, Colorado	\$ 55,075

The estimate prepared by the City Engineering Division was \$60,000. Work is scheduled to be completed by July 25, 2014.

Funding for this project will be from FY12 Parks Improvements.

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 Evergreen Tennis Courts, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to clean, repair, and resurface the double tennis court at Huber Park and at Paradise Valley Park,

WHEREAS, Evergreen Tennis Courts, Inc., is able and willing to provide those services specified as the Tennis Court Resurfacing, Project 13-61.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Tennis Court Resurfacing, Project 13-61.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by 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 preceding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final

payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200) 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 Fifty-Five Thousand Seventy-Five Dollars (\$55,075), 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 (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) 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. (1).
- 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 Special Provisions, consisting of one (1) section.
- 8.14 Contract Drawings with each sheet bearing the following general title:

Typical Court Layouts
Typical Line Layouts

- 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.

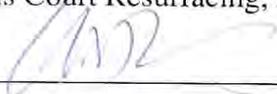
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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:
(Tennis Court Resurfacing, Project 13-61)



CONTRACTOR:

Evergreen Tennis Courts
2332 Fountain Dr.
Loveland, CO 80538

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
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Tennis Court Resurfacing
Project 13-61

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. <u>1</u>	Dated <u>May 1, 2014</u>
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

BF-1

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: \$ 55,075⁰⁰/₁₀₀

TOTAL BASE BID, IN WORDS: fifty five thousand, seventy five (7⁰⁰/₁₀₀) DOLLARS.

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

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Evergreen Tennis Courts, Inc.
2332 Fountain Dr, Loveland, CO 80538
ATTN: George J Stahlin

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 5/5, 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

252

By: Evergreen Tennis Courts, Inc (seal)
(Corporation's or Limited Liability Company's Name)

Colorado
(State of Incorporation or Organization)

By: George J. Stahlin (seal)

(Title) President

252

252
(Seal)

Attest: Imogene J. Stahlin, corporate sec.

Business Address: 2332 Fountain drive
LOVELAND, CO. 80538

Phone Number: 970-663-7788

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
May 6, 2014
Tennis Court Resurfacing
Project 13-61

Casper, Wyoming

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

EA=Each LF= Linear Foot

Bid Schedule

Description	Unit	Quantity	Unit Price	Total Price
Resurfacing of Double Court	EA	2	\$ 22,600. ⁰⁰ / ₁₀₀	\$ 45,200. ⁰⁰ / ₁₀₀
Armor Crack Repair System	LF	500	\$ 19.75	\$ 9,875. ⁰⁰ / ₁₀₀

• **BID IN WORDS:**

Fifty five Thousand, seventy five dollars ⁰⁰/₁₀₀

This bid submitted by: Evergreen Tennis Courts Inc. George J. Stahlman/Pres
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 14-130

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

WHEREAS, the City of Casper desires to install an Armor Crack Repair System and resurface two (2) double tennis courts; and,

WHEREAS, Evergreen Tennis Courts, Inc., is able and willing to provide those services specified as the Tennis Court Resurfacing, Project No. 13-61; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000) and other project administration related change orders that do not substantially alter the scope of the project.

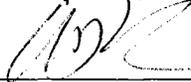
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Evergreen Tennis Courts, Inc., for those services, in the amount of Fifty-Five Thousand Seventy-Five Dollars (\$55,075).

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 Fifty-Five Thousand Seventy-Five Dollars (\$55,075) and Four Thousand Nine Hundred Twenty-Five Dollars (\$4,925) for a construction contingency account, for a total price of Sixty Thousand Dollars (\$60,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

May 20, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Intermountain Slurry Seal, Inc.
Recreation Facilities Type I Slurry Seal, Project No. 14-25

Recommendation:

That Council, by resolution, authorize an agreement with Intermountain Slurry Seal, Inc., for construction of the Recreation Facilities Type I Slurry Seal, Project No. 14-25, in the amount of \$145,230.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$4,770.00, for a total project amount of \$150,000.00.

Summary:

On May 8, 2014, bids were received from one (1) contractor for construction of the Recreation Facilities Type I Slurry Seal project. The bid for the work was as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Intermountain Slurry Seal, Inc.	Salt Lake City, Utah	\$145,230.00

The estimate prepared by the City Engineering Office was \$200,000.

The project consists of slurry seal application only, for the Crossroads Recreation Complex on North Poplar Street and the North Casper Recreation Complex on "K" Street. The project involves application of Type I (sand) Slurry Seal on all the parking lots and access roads in these facilities to provide longevity. Construction of the improvements is to be completed by August 30, 2014.

Funding for this project will be from Optional 1%#14 sales tax for Park Improvements.

A resolution is prepared for Council's consideration.

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

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Intermountain Slurry Seal, Inc., PO Box 26754, Salt Lake City, Utah 84126, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to resurface various existing recreation facility parking lots by the method of slurry sealing; and,

WHEREAS, Intermountain Slurry Seal, Inc., is able and willing to provide those services specified as the City of Casper, Recreation Facilities Type I Slurry Seal, Project 14-25.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all of the work required by the Contract Documents for the City of Casper, Recreation Facilities Type I Slurry Seal, Project 14-25.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

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

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Forty-Five Thousand Two Hundred Thirty and 00/100 Dollars (\$145,230.00), 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 Requirements.
 - 5.1.1 Prior to payment of fifty percent (50%) of the total contract price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of the total contract price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the total contract price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form.
- 8.4 Addenda No. None.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of six (6) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.
- 8.17 Drawings: Recreation Facilities Type I Slurry Seal - Sheets 1-2

SFA-4

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

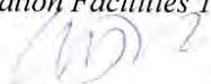
The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

APPROVED AS TO FORM:
(*Recreation Facilities Type I Slurry Seal, Project 14-25*)



DATED this _____ day of _____, 2014.

ATTEST:

CONTRACTOR:
Intermountain Slurry Seal, Inc.
PO Box 26754
Salt Lake City, UT 84126

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
**Recreation Facilities Type I Slurry Seal
Project No. 14-25**

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

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

No Addendum 5-06-2014 9:05 Am JBW/verer

Addendum No. _____ 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: \$ 145,230.00
TOTAL BASE BID, IN WORDS: One hundred forty five thousand,
two hundred thirty dollars and no cents DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: PO Box 26754
Salt Lake City, UT 84126
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on May 8, 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: Intermountain Slurry Seal, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Paul Foster, Chief Estimator *Paul Foster* (seal)

(Title)

(Seal)

Attest: *Dean Fielding*

Business Address: 520 North 400 West
North Salt Lake, UT 84054

Phone Number: 801-532-8200

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
RECREATION FACILITIES TYPE I SLURRY SEAL
 Project No. 14-25

Bid Date: May 8, 2014

COMPANY NAME: Intermountain Slurry Seal, Inc.

ADDRESS: PO Box 26754, Salt Lake City, UT 84126

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

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

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Type I Slurry Seal @ North Casper Sports Complex	SY	44,100	2.06	90,846. ⁰⁰
2	Type I Slurry Seal @ Crossroads Sports Complex	SY	26,400	2.06	54,384. ⁰⁰
TOTAL BASE BID					145,230.⁰⁰

Total Base Bid: One hundred forty five thousand, two hundred thirty
dollars and no cents. Dollars (\$ 145,230.⁰⁰)

RESOLUTION NO. 14-131

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

WHEREAS, the City of Casper desires to seal existing parking lots and access roads at the Crossroads and North Casper recreation facilities for longer service life; and,

WHEREAS, Intermountain Slurry Seal, Inc., is able and willing to provide those services specified as the Recreation Facilities Type I Slurry Seal Project, No. 14-25; 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 Intermountain Slurry Seal, Inc., for those services, in the amount of One Hundred Forty-Five Thousand Two Hundred Thirty and 00/100 Dollars (\$145,230.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Forty-Five Thousand Two Hundred Thirty and 00/100 Dollars (\$145,230.00), and Four Thousand Seven Hundred Seventy and 00/100 Dollars (\$4,770.00) for a construction contingency account, for a total price of One Hundred Fifty Thousand Dollars (\$150,000.00).

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

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

May 12, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Lease Agreement between the City of Casper and the Natrona County School District for five (5) parcels of City-owned property located adjacent to school sites.

Recommendation:

That Council, by resolution, authorize a lease agreement with the Natrona County School District for five (5) parcels of City-owned property.

Summary:

The City and the Natrona County School District entered into a lease agreement in December of 2006 for multiple City-owned properties located in proximity to school sites. The Lease Agreement has expired, and Natrona County School District wishes to continue utilizing five (5) of those properties. The five (5) parcels are located adjacent to the Grant Elementary School, Jefferson Elementary School, Verda James Elementary School, Westwood Elementary School and the Crest Hill Elementary School. The term of the new lease will be ten (10) years, commencing on the date of execution. The total rent that the City is receiving for the use of the properties is ten dollars (\$10.00) per year for all five (5) properties combined.

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

LEASE AGREEMENT

THIS LEASE, entered into the ____ day of _____, 2014, between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David, Casper, Wyoming 82601 (hereinafter referred to as “Lessor”), and the Natrona County School District, 970 North Glenn Rd, Casper, Wyoming 82601 (hereinafter referred to as “Lessee”).

IN CONSIDERATION of the rents, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereof, the following-described properties, to wit:

Grant Elementary School Parking Lot

A tract of land located in the NE1/4 NE1/4, Section 16, Township 33 North, Range 79 West, Sixth Principal Meridian, Natrona County, Wyoming, more particularly described as follows:

Referring to the Northeast corner of Section 16, Township 33 North, Range 79 West, Sixth Principal Meridian; thence South along the East section line of said section a distance of 600 feet; thence West 60 feet to the point of beginning; thence South along the right-of-way line of Oakcrest Avenue, a distance of 86 feet to a point; thence South 89° 14' West, a distance of 192 feet to a point; thence North a distance of 86 feet to a point; thence North 89° 14' East, a distance of 192 feet to the point of beginning.

Said tract of land contains approximately 16,512 square feet, or .38 acres, more or less.

Jefferson Elementary School Parking Lot

A tract of land comprising 0.432-acres, more or less, located in and being a portion of South Jefferson Street, Washington Park, and the twenty (20) foot wide alley in Blocks 148 and 173, City of Casper, being a portion of the southwest one-quarter of the northwest one-quarter (SW1/4NW1/4), Section 10, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described by metes and bounds, as described in Exhibit “A,” which by reference herein is hereby incorporated into this lease.

Verda James Elementary School Playground and Parking Lot

A parcel of land situate in and being a portion of those areas set apart as park area in both Longview Addition No. 3 and Eastgate, an Addition to the City of Casper, located in and being portions of the southwest one-quarter (SW1/4) of the northeast one-quarter (NE1/4) and the northwest one-quarter (NW1/4) of the southeast one-quarter (SE1/4) of Section 12, Township 33 North, Range 79 West of the 6th P.M., City of Casper, Natrona County, Wyoming, and being more particularly described as follows:

Commencing at the center one-quarter (C1/4) corner of said Section 12 as shown on the Plat of Longview Addition No. 3 and proceeding North 89°24'43" East, 152.54 feet along the east-west one-quarter (E-W1/4) line of said Section 12 as shown on the aforementioned plat of Longview Addition No. 3 to the southwest corner of the parcel shown as the "Park" parcel on the Plat of Longview Addition No. 3, also being the northwest corner of that parcel shown as "City of Casper" on the Amended Plat Portions of Eastgate, a point on the easterly right-of-way line of Carriage Lane and the *Point of Beginning*; Thence North 01°14'48" West, 61.50 feet along the west line of the parcel being described herein, also, being the easterly right-of-way line of Carriage Lane to the northwest corner of the parcel being described herein and being the northwest corner of the "Park" parcel as shown on the Plat of Longview Addition No. 3; Thence North 88°44'54" East, 528.08 feet along the north line of the parcel being described herein, also being the north line of the "Park" parcel as shown on the Plat of Longview Addition No. 3 to the northeast corner of the parcel being described herein, also being the northeast corner of the "Park" parcel as shown on the Plat of Longview Addition No. 3 and a point on a curve concave westerly on the westerly right-of-way line of Wyoming Boulevard; Thence southerly along said right-of-way line and said curve, also being the easterly line of the parcel being described herein and the easterly line of the "Park" parcel as shown on the Plat of Longview Addition No. 3 and the easterly line of that parcel shown as "City of Casper" on the Amended Plat Portions of Eastgate, through a central angle of 11°30'48", a radius of 1095.92, an arc length of 220.22 feet and a chord which bears South 16°28'54" East, 219.85 feet to the southeast corner of the parcel being described herein; Thence westerly along the following ten (10) courses of the southerly line on the parcel being described herein:

North 48°01'55" West, 98.42 feet;

South 81°04'46" West, 64.37 feet;

North 78°36'17" West, 24.25 feet;

North 63°20'33" West, 78.38 feet;

South 22°57'29" West, 87.89 feet;

North 66°28'04" West, 94.58 feet;

South 82°04'22" West, 196.82 feet to the beginning of a curve, concave southeasterly and having a radius of 5.00 feet;

Southwesterly and southerly along said curve, through a central angle of 109°29'18", an arc length of 9.55 feet and a chord which bears South 27°19'43" West, 8.17 feet;

South 27°24'56" East, 6.98 feet;

And South 62°35'04" West, 9.99 feet to the southwest corner of the parcel being

described herein, also being a point on the easterly right-of-way line of Carriage Lane and being a point on the westerly line of that parcel shown as "City of Casper" on the Amended Plat Portions of Eastgate;

Thence North 27°24'56" West, 10.00 feet along the west line of the parcel being described herein, also being the easterly right-of-way line of Carriage Lane and the westerly line of that parcel shown as "City of Casper" on the Amended Plat Portions of Eastgate to the beginning of a curve, concave easterly;

Thence northerly along said curve, also being the easterly right-of-way line of Carriage Lane and the westerly line of the parcel being described herein and the westerly line of the "Park" parcel as shown on the Plat of Longview Addition No. 3, through a central angle of 23°52'00", a radius of 301.72 feet, an arc length of 125.68 feet and a chord which bears North 13°10'48" West, 124.78 feet to the Point of Beginning.

This parcel contains 2.02 acres, more or less, as determined by computer methods, and is plotted and shown in Exhibit "B," which by reference herein is hereby incorporated into this lease.

Westwood Elementary School Playground

Lots 200, 201, and 202 of the Westwood Addition to the City of Casper, located generally south of De Smet Drive.

Crest Hill Elementary

A 0.40-acre, more or less tract of land located adjacent to Wyoming Boulevard (Outer Drive) and described on the Centennial Addition plat as "Park Area" as shown in Exhibit "C," which by reference herein is hereby incorporated into this lease.

2. LEASE TERM

The term of this lease shall be for a period of approximately ten (10) years, commencing on the date of execution of this agreement.

3. RENT

Lessee shall pay to Lessor an annual fee for the leased premises, the sum of Ten Dollars (\$10.00), payable in advance on or before January 1 of each calendar year to the Finance Department of the Lessor at 200 North David Street, Casper, Wyoming.

4. PURPOSE

To provide parking for Grant Elementary School; parking for Jefferson Elementary School; parking lot and playground for Verda James Elementary School; a memorial garden at Crest Hill Elementary; and playground for the future transitional period in which Westwood Elementary is in use during reconstruction of other schools.

5. INSURANCE

Lessee agrees to indemnify and hold the Lessor harmless from any and all claims arising out of Lessee's use and/or occupancy of the leased property and/or other City facilities described in this Lease Agreement, saving and excepting therefrom any negligence of the Lessor. To ensure its ability to indemnify the Lessor as agreed, Lessee will obtain, at its own cost and expense, public liability insurance coverage in amounts not less than the Lessor's maximum liability under the Wyoming Governmental Claims Act, W. S. 1-39-101 *et seq.*, currently two hundred fifty thousand dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence, and five hundred thousand dollars (\$500,000) for all claims of all claimants arising out of a single transaction or occurrence. Lessee shall also provide property damage insurance in the same of not less than two hundred fifty thousand dollars (\$250,000) per occurrence. Such insurance shall provide that it will not be canceled or limits reduced without at least thirty (30) days prior written notification to the Lessor, that the Lessor and its employees be named as an additional insured thereunder, and that it is primary insurance without any right of contribution from any other resource or insurance of the Lessor. Lessee shall provide a certificate of insurance from their insurance agent evidencing such insurance as described above prior to execution of this agreement. The Lessor's failure to request or review such policies, endorsements, and certificates shall not affect the Lessor's rights or the Lessee's obligation hereunder.

6. SUBLEASE

No part of the leased premises shall be sublet or assigned by Lessee, without the written consent of the Lessor first being obtained; provided, however, this section shall not restrict the Lessee's ability to issue temporary use permits for the premises.

7. TERMINATION

Either party may terminate this lease with thirty (30) day's notice, in writing, given to the other party.

8. MAINTENANCE AND FIXTURES

Lessee may install permanent fixtures, or plantings of grass, trees, or shrubs upon the properties; however, any such additions shall become and remain the property of Lessor, and shall revert to Lessor at the termination of this lease; or any subsequent renewals thereof, unless advance written agreement has been reached with Lessor prior to such installations or plantings. Any moveable personal property not classified as fixtures shall be removed by Lessee at the end of the lease, or any subsequent renewals thereof, and any such damage occasioned by this removal shall be immediately repaired and property restored by Lessee. Any personal property left on premises at the termination thereof shall be deemed abandoned, and shall become the property of Lessor.

9. LEASE RENEWAL

Lessee may request an extension of the lease for an additional ten (10) year term under similar terms and conditions contained herein, provided, however, that the Lessee shall make such request at least one hundred twenty (120) days prior to the end of the lease term. If Lessor does not agree to extend the lease, it shall expire upon its own terms at the end of the lease term. If Lessor agrees to a new lease, the lease may be renewed administratively.

10. WAIVER

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

11. MAINTENANCE OF WESTWOOD ELEMENTARY PLAYGROUND

For Westwood Elementary School Playground, Lessee shall be responsible for all inspections and maintenance associated with playground equipment and fall material and other operational charges in connection with the equipment and shall indemnify the Licensor against any liability therefore, all in accordance with Section 5 of this Lease. Lessee agrees, during the term of this Lease, to keep the playground equipment and fall material maintained in its condition as initially installed, reasonable wear and tear accepted. The Lessee shall work cooperatively with the Lessor to maintain the turf condition near and surrounding the playground equipment. This shall include reseeded worn areas as necessary to maintain the turf in a healthy condition that is suitable for park purpose.

12. NOTICE

Any notice or demand required by the provisions of this Lease to be given to either of the parties shall be deemed to have been given adequately if sent by United States certified or registered mail to the following addresses:

LESSEE: Natrona County School District
Attn: Associate Superintendent Facilities & Technology
970 North Glenn Road
Casper, WY 82601

LESSOR: City of Casper, Wyoming
Attn: City Clerk
Department of Administrative Services
200 North David
Casper, WY 82601

13. MISCELLANEOUS COVENANTS

- Lessee agrees that it has examined the leased premises and accepts the same in its present condition.
- Lessee will allow no liens to be placed upon the leased premises.
- Lessee shall pay all utilities and operating expenses associated with the use of the properties.
- Lessee shall comply with local, State, and Federal regulations.
- Lessor shall have access to the leased premises at all reasonable times for the purpose of inspection and repair.

EXECUTED by the parties hereto on the day and year first above written.

APPROVED AS TO FORM:

Wallace Tremblay III
City Attorney

ATTEST:

V. H. McDonald
City Clerk

LESSOR
CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

LESSEE
NATRONA COUNTY
SCHOOL DISTRICT

David H. Applegate
Chairman
Board of Trustees

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

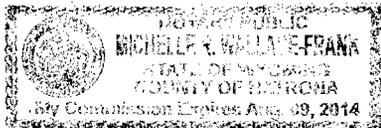
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 14th day of April, 2014 by David Applegate as the Chairman of the Board of Trustees of Natrona County School District.

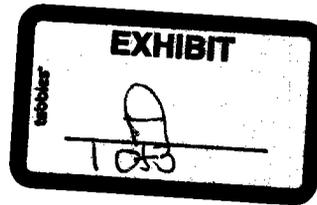
(Seal, if any)



Michelle Wallace-Frank
(Signature of notarial officer)

Executive Assistant
Title (and Rank) NCSO#1

[My Commission Expires: 8/9/2014]



April 3, 2013

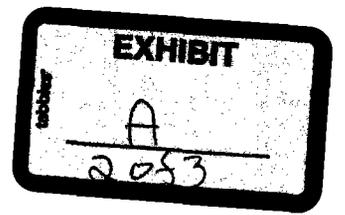
Natrona County School District
970 N. Glen Road
Casper, Wyoming 82601

W.O. No.: 15013
Sheet 1 of 2

Description: (Jefferson School - Multi-Site Lease – 0.432 Acres)

A Parcel located in and being a portion of S. Jefferson Street, Washington Park, and the 20 foot wide alley in Blocks 148 and 173, City of Casper, being a portion of the SW1/4NW1/4, Section 10, Township 33 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of said Parcel and a point in said S. Jefferson Street, and from which point the southwest corner of Lot 4, Block 206, City of Casper, Wyoming bears N.68°48'46"E., 71.57 feet; thence along the easterly line of said Parcel, in said S. Jefferson street, S.0°10'37"W., 123.89 feet to a point of curvature; thence continuing along the easterly line of said Parcel on the arc of a true curve to the right having a radius of 789.15 feet, and through a central angle of 8°21'38", southwesterly, 115.24 feet and the chord of which bears S.4°21'26"W., and distance of 115.14 feet to a point of tangency; thence continuing along said easterly line of said Parcel, into said Washington Park, S.8°32'15"W., 75.38 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, N.81°10'26"W., 89.64 feet to the southwesterly corner of said Parcel; thence along the westerly line of said Parcel, N.4°40'42"W., 70.36 feet to a point in and intersection with the southerly line of Lot 2, Block 173, of said City of Casper; thence along the northerly line of said Parcel and the southerly line of said Lot 2, Block 173, City of Casper, N.89°56'07"E., 100.87 feet to the southeasterly corner of said Lot 2, Block 173, City of Casper and a point in and intersection with the westerly line of said S. Jefferson Street; thence along the westerly line of said Parcel, the easterly line of said Lot 2 and Lot 1, Block 173, City of Casper and the westerly line of said S. Jefferson street, N.0°06'41"E., 121.62 feet to the northeasterly corner of said Lot 1, and the southerly line of a 20 foot wide alley, Block 173, City of Casper; thence along the northerly line of said Parcel, the northerly line of said Lot 1, and the southerly line of



Description: (Jefferson School - Multi-Site Lease - 0.432 Acres)
Sheet 2 of 2

said alley, Block 173, City of Casper, S.89°57'31"W., 139.80 feet to the northwesterly corner of said Lot 1, Block 173, City of Casper; thence along the westerly line of said parcel, the westerly line of said Lot 1, Block 173, City of Casper and the easterly line of said Washington Park, S.0°06'41"W., 61.60 feet to the northwesterly corner of said Lot 2, Block 173, City of Casper; thence along the westerly line of said Parcel, the westerly line of said Lot 2, Block 173, City of Casper and the easterly line of said Washington Park, S.13°44'31"E., 8.42 feet to a point; thence along the southerly line of said Parcel, into said Washington Park, N.48°52'33"W., 43.73 feet to a point; thence along the westerly line of said Parcel, N.2°01'57"E., 82.13 feet to a point; thence continuing along the westerly line of said Parcel, across a 20 foot wide alley, in said Block 148, City of Casper, N.7°48'47"E., 210.63 feet to the northwesterly corner of said Parcel and a point in and intersection with the westerly line of Lot 18, Block 148, City of Casper; thence along the easterly line of said Parcel, the westerly line of said Lot 18 and Lots 15 through 17, and the easterly line of said 20 foot wide alley, Block 148, City of Casper, S.0°06'41"W., 219.91 feet to the westerly corner of Lot 15, Block 148, City of Casper; thence along the southwesterly line of said Parcel, the southwesterly line of said Lot 15, block 18, City of Casper and the northeasterly line of said 20 foot wide alley, S.44°53'50"E., 13.86 feet to the southerly corner of said Lot 15, Block 148, City of Casper; thence along the northerly line of said Parcel, the southerly line of said Lot 15 and the northerly line of said 20 foot alley, Block 148, City of Casper, N.89°57'31"E., 130.00 feet to the southeasterly corner of said Lot 15, Block 148, City of Casper and a point in and intersection with the westerly line of said S. Jefferson Street; thence along the westerly line of said Parcel, the easterly line of said Lot 15 and Lot 16, Block 148, City of Casper and the westerly line of said S. Jefferson Street, N.0°08'30"E., 87.54 feet to a point; thence along the northerly line of said Parcel, into said S. Jefferson Street, N.89°35'13"E., 13.28 feet to the Point of Beginning and containing 0.432 acres, more or less, as set forth by the plat attached and made a part hereof.



CHEYENNE BILLETTE PINEDALE RAWLINS
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

WLC ENGINEERING, SURVEYING AND PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601

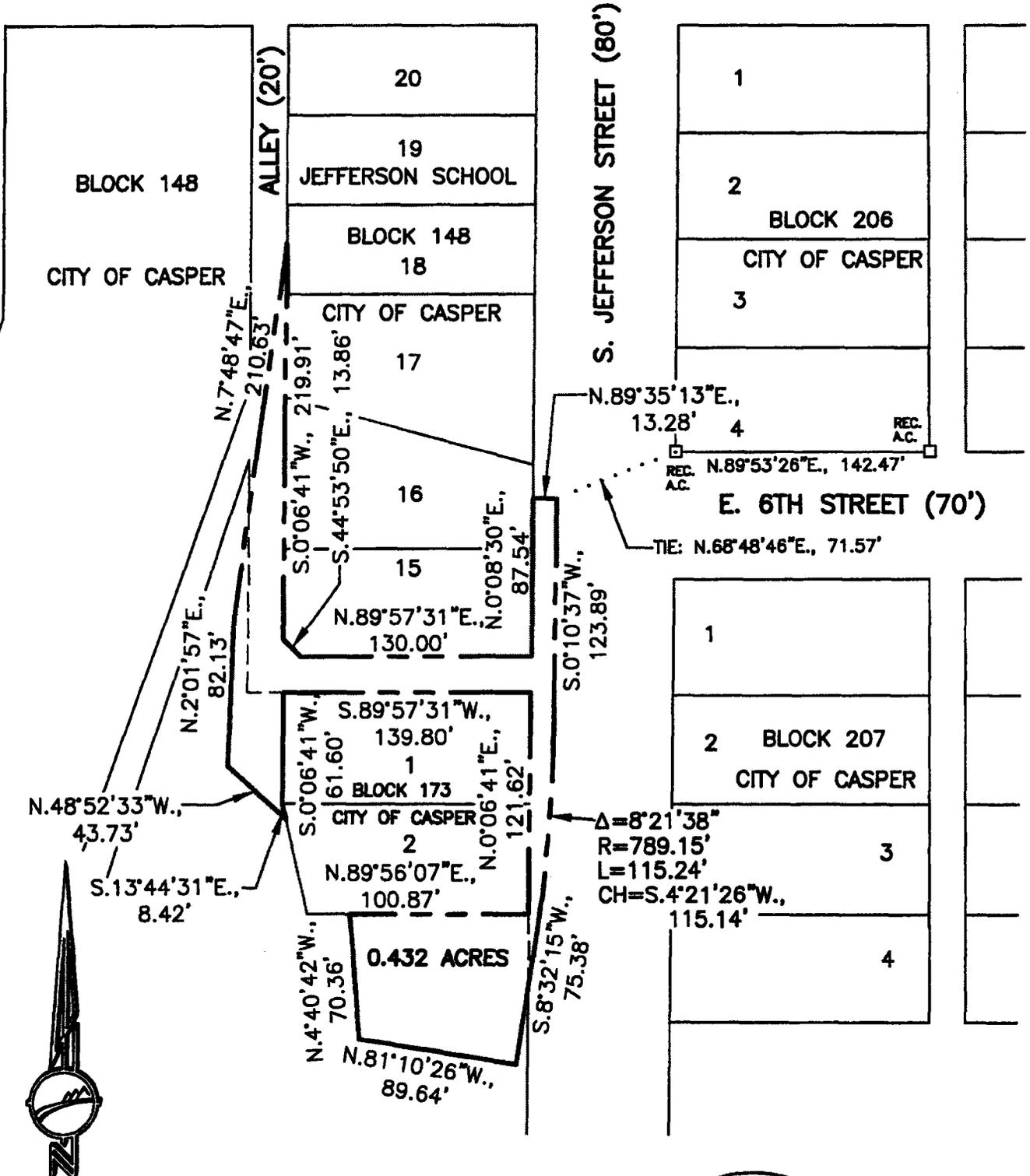
FOR

Client NATRONA COUNTY SCHOOL DISTRICT Address 970 N. GLEN ROAD
 City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

SW1/4NW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block 148 & 173 Subdivision CITY OF CASPER
 City CASPER County NATRONA State WYOMING

E. 5TH STREET (70')

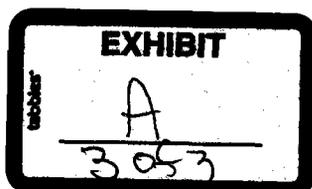


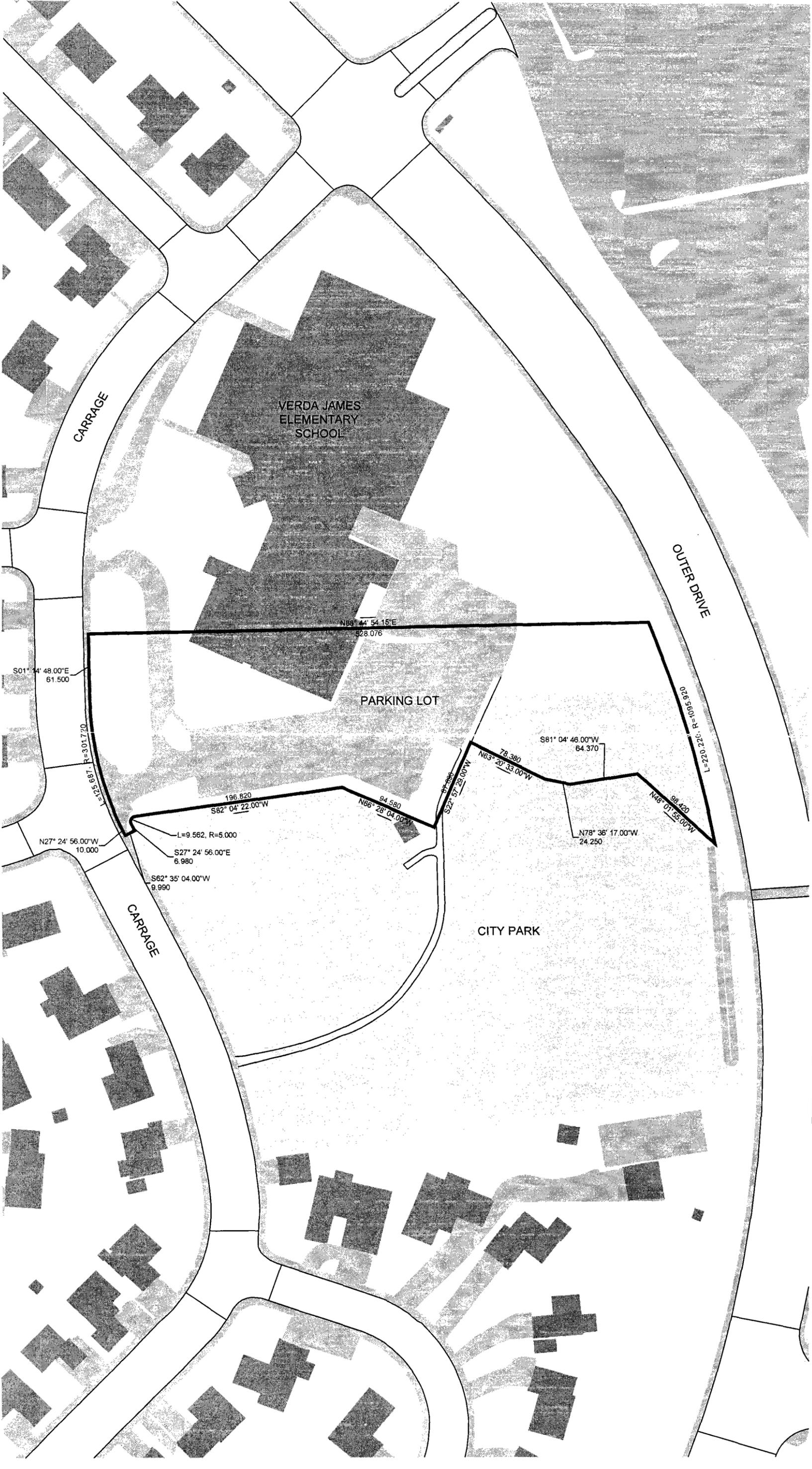
SCALE: 1"=80'

BASIS OF BEARING
 GEODETIC BASED ON GPS

WASHINGTON PARK

Date: 5/3/13
 W.O. No. 15013
 Acad File: NCS D 15013





EXHIBIT

B

No.	Revision/Issue	Date

Firm Name and Address
**CITY OF CASPER
 ENGINEERING
 200 N. DAVID
 CASPER, WY 82601**

**VERDA JAMES
 PLAYGROUND &
 PARKING LOT
 CASPER, WY**

Date 04/01/14	Sheet 1 OF 1
Drawn TZ	
Scale NO SCALE	

ADDITION

CENTENNIAL

BOULDER

JEWISH TRACT

BELAIRE MANOR

VISTA TRACT 'NO. 2' CRESTHILL SCHOOL

CITY OF CASPER

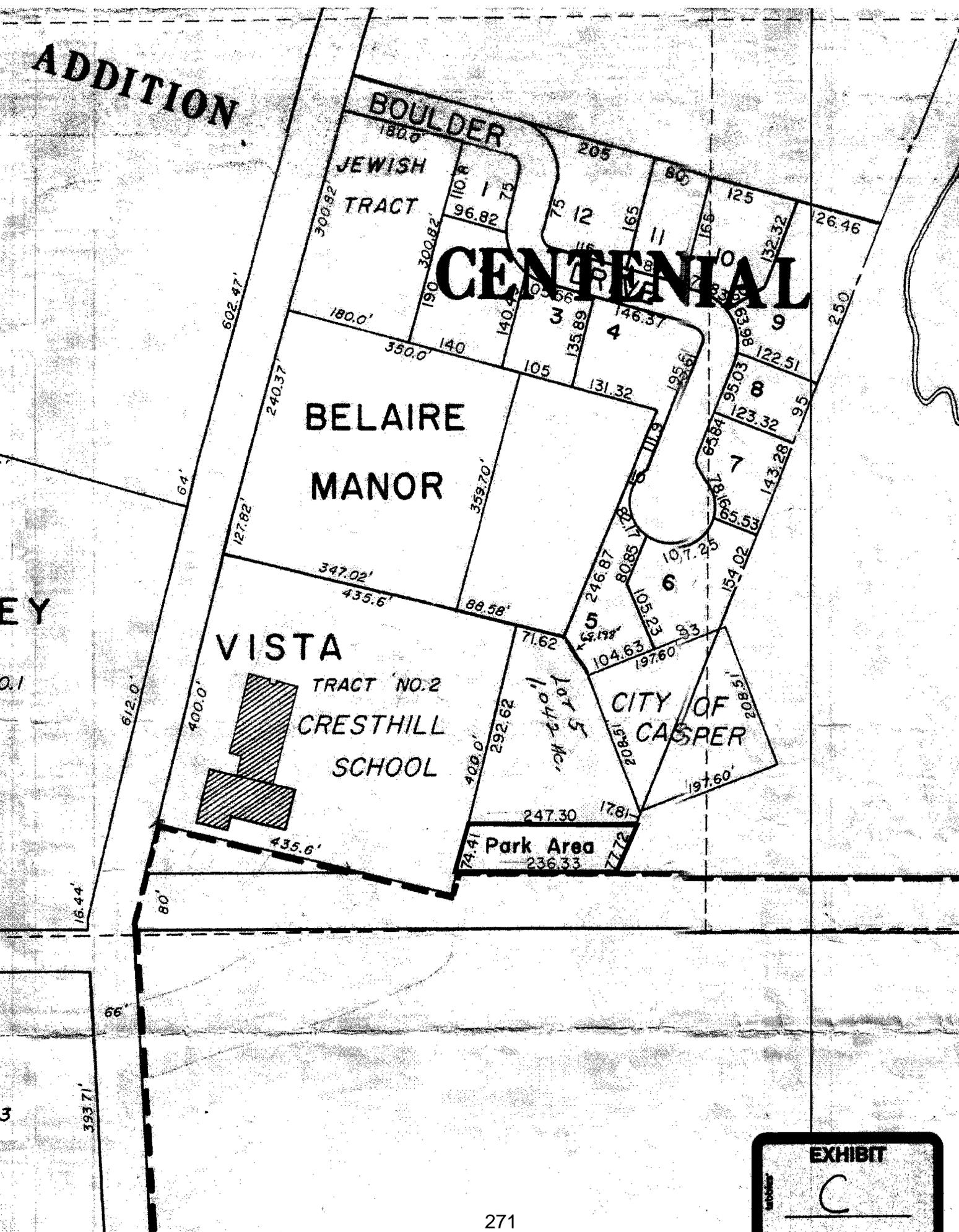
Park Area

EY
2/1

3

EXHIBIT

C



RESOLUTION NO. 14-132

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

WHEREAS, the City of Casper and Natrona County School District entered into a lease agreement for multiple City-owned properties located in proximity to schools in December of 2006; and,

WHEREAS, said leased properties are essential to the continued operation of the adjacent schools; and,

WHEREAS, the 2006 lease agreement between the City of Casper and the Natrona County School District has expired, and the parties desire to enter into a new lease agreement for a ten (10) year term, commencing on the date of execution; and,

WHEREAS, it is the interest of the City and the Natrona County School District to execute a new multi-site lease agreement for the continued utilization of City-owned properties adjacent to Grant Elementary School, Jefferson Elementary School, Verda James Elementary School, Westwood Elementary School, and Crest Hill Elementary School.

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 new lease agreement between the City of Casper and Natrona County School District for five (5) City-owned properties adjacent to Grant Elementary School, Jefferson Elementary School, Verda James Elementary School, Westwood Elementary School, and Crest Hill Elementary School.

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 16, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Approval of Amendment No. 1 to the Memorandum of Understanding dated November 17, 2009 with Natrona County School District #1 for the Temporary Closure of Oakcrest Avenue

Recommendation:

That Council, by resolution, approve Amendment No. 1 to the Memorandum of Understanding dated November 17, 2009 with Natrona County School District #1 for the temporary closure of Oakcrest Avenue.

Summary:

On November 17, 2009, the Natrona County School District #1 was granted permission to temporarily close Oakcrest Avenue on school days from 3:00 p.m to 4:30 p.m. to control traffic in front of Grant Elementary School. The School District has requested an amendment to the Memorandum of Understanding to also allow for the temporary closure of Oakcrest Avenue in the mornings, between the hours of 7:30 a.m. to 8:45 a.m. The School District states that the afternoon closure of Oakcrest has increased child safety and improved traffic congestion in front of the school. The School District feels that the morning closure of Oakcrest Avenue would likewise, improve child safety and improve traffic circulation at the Grant Elementary School during the morning peak traffic time. The School District attended a Council work session on April 22, 2014 to discuss the request, and indicated that they would be notifying the surrounding neighborhood of the morning temporary street closure prior to the closure of the street. Any concerns expressed by the neighbors would be forwarded to City staff. Closure of Oakcrest would begin with the Fall 2014 school year.

A resolution authorizing the execution of Amendment No. 1 to the Memorandum of Understanding has been prepared for Council's approval.

**AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING
DATED NOVEMBER 17, 2009 BETWEEN NATRONA COUNTY SCHOOL
DISTRICT #1 AND CITY OF CASPER, WYOMING (“AMENDMENT”)**

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

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

2. Natrona County School District #1 (“NCSD #1”), 970 North Glenn Road, Casper, WY 82601.

Throughout this document, the City and the NCSD #1 may be collectively referred to as the “parties.”

RECITALS

A. On November 17, 2009, the parties entered into a Memorandum of Understanding (“Contract”) for the temporary closure of Oakcrest Avenue between 16th and 17th Streets, directly in front of Grant Elementary School from 3:00 p.m. until 4:30 p.m. on days that school is in session.

B. NCSD #1 has requested an amendment to the Memorandum of Understanding to allow for the temporary closure of Oakcrest Avenue between 16th and 17th Streets, directly in front of Grant Elementary School, in the mornings, from 7:30 a.m. to 8:45 a.m, in addition to the afternoons from 3:00 p.m. until 4:30 p.m., on days that school is in session.

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

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO SECTION 2, PURPOSE.

Section 2, Purpose, which begins with “The purpose of the MOU is to allow for” is hereby deleted in its entirety and replaced with the following:

The Purpose of the MOU is to allow for the temporary closure of Oakcrest Avenue (hereinafter also referred to as the Property) between 16th and 17th Streets directly in front of Grant Elementary School from 7:30 a.m. until 8:45 a.m., and from 3:00 p.m. until 4:30 p.m., on days that school is in session.

3. RATIFICATION

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

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

APPROVED AS TO FORM:

Willone Tremblay

NCSD #1

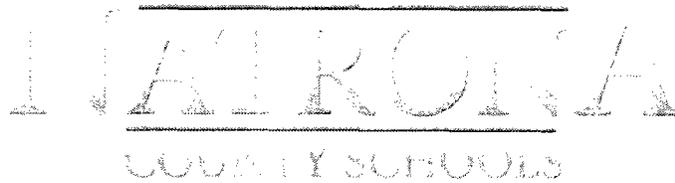
CITY OF CASPER, WYOMING
A Municipal Corporation

By _____

Paul L. Meyer
Mayor

Printed Name: _____

Title: _____



Facilities and Business Services Division

Steve Hopkins, Superintendent

Dennis E. Bay, Executive Director

970 N. Glenn Road. * Casper, WY 82601 * (307) 253-5317* www.natronaschools.org

March 3, 2014

Liz Becher
Director, Community Development Department
City of Casper
200 N. David St.
Casper, WY 82601

Re: Grant Elementary School,
Morning Closure of Oakcrest Avenue

Dear Liz,

Natrona County School District is requesting permission to temporarily close Oakcrest Avenue between 16th and 17th Streets directly in front of Grant Elementary School (1536 Oakcrest Avenue) from 7:30 a.m. until 8:45 a.m. on days that school is in session to only allow bus traffic to enter and exit this street.

In 2009 the District approached the City to temporary close Oakcrest Avenue in the afternoons during the time that students are being picked up by buses and parents. This has worked very well and has made this section of street much safer for our students.

In order to limit the traffic to buses only during the 7:30 a.m. to 8:45 a.m. time period, NCSD again proposes blocking Oakcrest Avenue off between 16th and 17th Streets with our portable barricades and detour signs that we utilize in the afternoons. The school neighborhood will be sent individual letters from the school notifying of the closure so they will be aware of the increased traffic on 16th Street, 17th Street and South Bonnie Brae Street. Parents will be informed of the closure and directed where they are allowed to park. Signs will be in place to direct northbound vehicle traffic from Oakcrest Avenue to 17th Street and southbound traffic from Oakcrest Avenue to 16th Street. Buses will be allowed to enter and exit Oakcrest Avenue, but it will be closed to all other traffic. In addition, traffic exiting the alley south of the school will be allowed to turn right only onto Oakcrest Avenue.

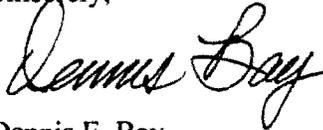
Liz Becher
Director, Community Development Department
City of Casper
March 3, 2014
Page 2

The school is again committed to providing the manpower to place and remove the barricades and signs and feel the safety of our students is worth this additional time. We sincerely believe this is a way to improve the safety of our students before school and hope this proposal will receive your approval.

If approved, we would like to start as soon as possible after all parties are notified of the closure.

Please contact me if you should have questions or need additional information. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Dennis Bay". The signature is written in a cursive, flowing style.

Dennis E. Bay
Executive Director Business Services

pc: Mr. Rick Harrah
Mr. Andrew Beamer, P.E.

GRANT ELEMENTARY SCHOOL

Empowering ~ Enriching ~ Excelling ~ Engaging
Shawna Smith, Principal

1536 Oakcrest
Casper, WY 82601
(307) 253-1300



April 15, 2014

Grant Families,

We are looking to make a change for the safety of all Grant Elementary students & other children who ride school busses to and from our school each day. We will be proposing to close the Oakcrest Street in front of Grant Elementary in the mornings, just as we do at the end of each school day.

We work every day to continuously improve what we do for all of the children of our school, and this particular situation has become a concern for the safety of all children.

Please sign, date & return this paper to show support for closing Oakcrest Street in the mornings for about 1 hour each day.

Thank you for helping to promote the safety of our students!

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Date: _____

Grant Elementary School's Mission Statement

Empowering, Enriching, Excelling, Engaging

WHILE THIS INFORMATION IS PROVIDED TO THE BEST OF OUR KNOWLEDGE IT IS SUBJECT TO CHANGE AS FACILITIES PROJECTS ARE CONSTRUCTED OR NEW INFORMATION IS PROVIDED. NCSD #1 SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.



NATRONA
COUNTY SCHOOLS

GRANT

SITE
PLAN

DATE:
2014_04_16
SCALE:
NTS

DRAWN BY:
MRM



LEGEND

XX MOVEABLE BARRICADE

← DIRECTION OF TRAFFIC

CURRENT:
AFTERNOON STUDENT PICK UP ROUTES
3:00-4:30 PM

PROPOSED:
MORNING STUDENTS PICK UP ROUTES
7:30-8:45 AM

2014_4_22

Addresses of neighbors around Grant ES for temporary closure of Oakcrest

(Addresses are for those neighbors directly impacted by the temporary closure on Bonnie Brae St., 16th St., & 17th St)

April 15, 2014 a "Feedback Letter" from Grant Administration was sent home to all parents/guardians of all students regarding closure

An informational item will be added to the PTA agenda, if temporary closure is approved

Another letter will be sent home to all parents/guardians of all students advising of the closure, if approved

Letters will be sent to the following addresses, if Council approves the temporary closure

641 E. 15th St.
1505 S. Bonnie Brae
1515 S. Bonnie Brae
1516 S. Bonnie Brae
1531 S. Bonnie Brae
1532 S. Bonnie Brae
1542 S. Bonnie Brae
704 E. 16th St.
645 E. 16th St.
705 E. 16th St.
1617 S. Bonnie Brae
1628 S. Bonnie Brae
1635 S. Bonnie Brae
1636 S. Bonnie Brae
643 E. 17th St.

GRANT ELEMENTARY SCHOOL

Shawn Smith, Principal

1536 Oakcrest
Casper, WY 82601
(307) 253-1300



May __, 2014

Dear Grant School Neighbor,

You may have heard on the news, or read in the paper, that Grant School has been given permission from the City Council to close Oakcrest on school days. This closure, between 16th and 17th Streets, will occur from approximately 7:30 am until 8:45 am each day school is in session. Traffic will be rerouted to Bonnie Brae during these times. The reason we have asked for this closure is to increase the safety of our students in the area in front of the school. Due to the fact that many more students are being driven to and from school, and the number of school and daycare buses using this same area has continued to increase and consequently the traffic congestion. We have had many close calls with our students nearly getting hit by vehicles.

This street closure will prevent parents from parking on Oakcrest between 16th and 17th Streets, but allow the buses to enter. Therefore, parents are being asked to park on 16th and 17th Streets and further north or south on Oakcrest and on Bonnie Brae. The parking lot south of the school building will continue to be available for parent and staff parking. The barricades that we will be using at the corners of 16th and 17th Streets are the same barricades that we have been using in the afternoons and will be placed outside the crosswalks so students and parents can cross Oakcrest more safely.

We anticipate that initially there will be additional traffic on 16th, 17th, and Bonnie Brae until drivers that use Oakcrest decide to use a different route during this time of day. We realize this may cause more traffic on your street and ask for your patience and understanding as we work to make this a safer area for our students. If you have any questions of concerns, please contact me at 253-1300.

Sincerely,

Shawna Smith, Principal

RESOLUTION NO. 14-133

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

WHEREAS, On November 17, 2009, the Natrona County School District #1 was granted permission to temporarily close Oakcrest Avenue on school days from 3:00 p.m. to 4:30 p.m. in order to better control traffic; and,

WHEREAS, the Natrona County School District #1 has requested an amendment to the Memorandum of Understanding dated November 17, 2009 to allow for the temporary closure of Oakcrest Avenue in the mornings, as well as the afternoons, on school days; and,

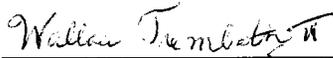
WHEREAS, Natrona County School District #1 has determined that closing Oakcrest Avenue in both the morning and afternoon on school days is in the best interests for the safety of the students at Grant Elementary School; and,

WHEREAS, the City of Casper has determined that it is in the public's interest to grant this request subject to the terms and conditions of the Amendment No. 1 to the Memorandum of Understanding dated November 17, 2009.

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, Amendment No. 1 to the Memorandum of Understanding dated November 17, 2009, with the Natrona County School District #1 for the temporary closure of Oakcrest Avenue as described therein.

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 8, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Approval of Annual Action Plan for Fiscal Year 2014/2015

Recommendation:

That Council, by resolution, approves the Annual Action Plan for the period covering July 1, 2014 through June 30, 2015.

Summary:

The U.S. Department of housing and Urban Development (HUD) has designated the City of Casper as an entitlement community to receive Community Development Block Grant (CDBG) funds. According to the Federal regulations governing the CDBG program (24 CFR 570), the City of Casper is required to prepare and submit a Five-Year Consolidated Plan every five years and an Annual Action Plan for each year. Both plans must meet the criteria as set forth in 24 CFR 91. This year is the fifth year of the Five-Year Consolidated Plan period. The Housing and Community Development Division has prepared an Annual Action Plan for the period covering July 1, 2014 through June 30, 2015. HUD must approve the plan before HUD will release any of the CDBG funds to the City. Approvals must be obtained from the City Council as a part of the plan submission process.

Council discussed the proposed Annual Action Plan at its work session on April 22, 2014, and at the public hearing on May 6, 2014. Comments from the public hearing were included in the final version of the Annual Action Plan. The funding recommendations of the City Council are reflected in the FY15 budget.

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.

RESOLUTION NO. 14-134

A RESOLUTION ADOPTING THE 2014-2015 ANNUAL ACTION PLAN, APPROVING THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND AUTHORIZING SUBMISSION OF THE SAME TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

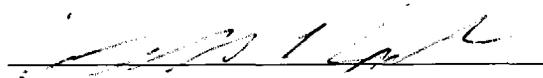
WHEREAS, the City of Casper is an entitlement City and eligible for certain Federal funding through the U.S. Department of Housing and Urban Development and, as such, is required to prepare Five-Year Consolidated and Annual Action Plans that address housing and community development needs.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Annual Action Plan for the period covering July 1, 2014 through June 30, 2015 is hereby adopted and the proposed use of the Community Development Block Grant funds is hereby approved.

BE IT FURTHER RESOLVED: That the City Manager is authorized to execute documents pertaining to said plan; and the submission of the same to the U.S. Department of Housing and Urban Development is hereby approved.

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 5, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase of One (1) new 2-Ton Cab/Chassis with Flatbed Stake Body

Recommendation:

That Council, by minute action, authorize the purchase of One (1) new 2-Ton Cab/Chassis with Flatbed Stake Body, with options, from Greiner Motor Company - Casper, in the amount of \$51,972, before trade in allowance, to be used in the Streets Division of the Public Services Department.

Summary:

Bids were requested for one (1) new 2-Ton Cab/Chassis with Flatbed Stake Body. On May 2, 2014, one bid was received from local vendors. The bid was as follows:

<u>Quoted Item</u>	<u>Mileage</u>	<u>Base Cost</u>	<u>Vendor</u>	<u>Trade-in Value</u>	<u>Total Cost</u>
(1) 2015 Ford F-550	New	\$51,972	Greiner	\$2,500	\$49,472

This purchase will replace unit #070907 and will become a part of the fleet in the Streets Division of the Public Services Department. This purchase is to be funded from 1% #14 for the Streets capital equipment replacement.

May 7, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director
Jason C. Shellabarger, Fleet Maintenance Manager
SUBJECT: Authorize Purchase of one used Tee box Mower

Recommendation:

That Council, by minute action, authorize the purchase of one used John Deere 2500B from Stotz Equipment, Casper, Wyoming, to be used in the Municipal Golf Course Section of the Special Facilities Division of the Leisure Services Department, in the amount of \$27,292.90, before trade in allowance.

Summary:

Quotes were requested for one used Tee Box/ Greens Mower, from local dealers. On April 25, 2014, quotes were received from Stotz Equipment, and Midland Implement. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Trade-In</u>	<u>Total</u>
(1)Used John Deere 2500B Diesel	Stotz	\$27,292.90	\$2,300	\$24,992.90
(1)New John Deere 2500B Gasoline	Stotz	\$24,757.11	\$1,500	\$23,257.11
(1)New Toro 3150Q	Midland	\$26,610	N/A	\$26,610

The recommended John Deere 2500B Diesel is a 2013 used machine with only 51 hours of use. This mower meets all the necessary specifications and will replace unit #082210. This unit offers the versatility to use a variety of reels and parts already owned or stocked by the City. The dependability and durability of the diesel engine make this mower the recommended choice. The diesel mower will be purchased as used, but will come with full factory warranty from the date of delivery. This unit is a demo unit and will be available immediately for use this season.

This Municipal Golf Course Division vehicle will be funded through one-time monies for Golf Course light equipment capital replacement.

May 20, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Bid Rejection
Stuckenhoff Shooters Complex (Re-Design 2), Project No. 13-03

Recommendation:

That Council, by minute action, reject the bid submitted for the Stuckenhoff Shooters Complex (Re-Design 2), Project No. 13-03.

Summary:

On Monday, May 5, 2014, one (1) bid was received to build an addition on to the Stuckenhoff Shooters Complex to provide restrooms and a septic system to dispose of waste water. The bid received for this work follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Wright Brothers, The Building Company, Sheridan LLC.	Sheridan, WY	\$198,762

The estimate prepared by the City Engineering Office was \$120,000.

This project includes building an addition on to the existing building to include restrooms, office, and a common area, as well as furnishing and installing a septic tank, pump tank, and a drainfield.

It is recommended that this bid be rejected as it exceeded the Engineer's estimate and the available budget. The City will look to find additional funding for the project and rebid it in the fall of 2014.

May 20, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Cindie Langston, Solid Waste Manager
Andrew Beamer, P.E., City Engineer
Alex Sveda, P.E. Associate Engineer
SUBJECT: Balefill Compost Yard Building Floor, Project No. 14-26

Recommendation:

That Council, by minute action, reject all bids received for the Balefill Compost Yard Building Floor, Project No. 14-26.

Summary:

On Tuesday, May 13, 2014, one (1) bid was received to install concrete flooring in the Balefill compost yard building. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID AMOUNT</u>
Kindel Concrete, LLC	Casper, WY	\$104,580

The estimate for the base bid prepared by the City Engineering Office was \$110,000.

Kindel Concrete, LLC, did not submit the proper Bid Bond with their bid documents and therefore, it is recommended that the bid be rejected.

The work includes furnishing and installing a 120' x 70' concrete floor and methane mitigation system for the Balefill compost yard building used for storing mulching and composting equipment.

The project will be rebid this fiscal year. Work is scheduled to be completed by August 16, 2014.

Funding for this project will come from the Balefill fund, Improvements Other than Buildings.