

Table of Contents

Agenda	4
Consideration of Minutes of the November 4, 2014 Regular Council Meeting, as Published in the Casper Star-Tribune on November 15, 2014.	
Minutes	10
Consideration of Bills and Claims.	
Bills and Claims.	17
Addendum	48
Presentation of a Resolution of Support to John Patterson by the Casper Area Economic Development Alliance.	
Resolution of Support.	49
Establish December 2, 2014, as the Public Hearing Date for Consideration of Sale of the 1984 Emergency One Fire Engine and the Thermal Imaging Camera to Casper College.	
Memorandum	50
Establish December 2, 2014, as the Public Hearing Date for Consideration of Annexation of the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6th P.M., Natrona County, Wyoming, Being Referred to as “The Open Space Addition,” Generally Located South of East 2nd Street, and West of The Heights Addition; and Rezoning said Property from UA (Urban Agriculture) to City Zoning Classification PUD (Planned Unit Development).	
Memorandum	51
Map	52
Establish December 2, 2014, as the Public Hearing Date for Consideration of Rezoning of Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV, Located East of South McKinley Street at the Intersection of East 26th Street, from R-3 (One to Four Unit Residential) to R-4 (High-Density Residential).	
Memorandum	53
Map	54
Establish December 2, 2014, as the Public Hearing Date for Consideration of Rezoning of Harmony Hills Addition, From PUD (Planned Unit Development) to R-2 (One Unit Residential); and a Vacation and Replat of a Portion of Sunrise Hills No. 9 and Lots 18-21, Garden Creek Hills Patio Homes No. 1 Comprising 4.217-acres, More or Less, Generally Located at Goodstein Drive and Walnut Street.	
Memorandum	55
Map	56
Establish December 2, 2014, as the Public Hearing Date for Consideration of Amending Section 17.94.130 of the Casper Municipal Code to Allow Roof Signage in the OYDSPC (Old Yellowstone District and South Poplar Street Corridor) Form Based Code.	
Memorandum	57
Roof Top Ordinance.	59

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

Memorandum 63
 Map 64

Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the North 703 Feet of Tract 13, of the Rocky Mountain Packing Subdivision Complies with W.S. 15-1-402

Memorandum 65
 Map 67
 Certification of Petition 68
 Annexation Study 69
 Subdivision Agreement 82
 Resolution No. 14-282 91
 Ordinance No. 24-14 93

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

Memorandum 95

Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the Tracts No. 8, 8B, 9, 10, 11 and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet, of Tracts No. 8 and 9 Complies with W.S. 15-1-402.

Memorandum 96
 Map 98
 Certification of Petition for Annexation 99
 Annexation Study 100
 Subdivision Agreement 113
 Resolution No. 14-283 123
 Ordinance No. 26-14 125

Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the Northerly 109.47 Feet of Tracts 8 and 9 of Rocky Mountain Packing Subdivision; and a Vacation and Replat of all of Tract 7B of Shoshone Addition, Kinco Addition Complies with W.S. 15-1-402.

Memorandum 127
 Map 129
 Certification of Petition for Annexation 130
 Annexation Study 131
 Subdivision Agreement 144
 Resolution No. 14-284 156
 Ordinance No. 27-14 158

Revising Two Sections and Two Drawings Pertaining to Chapter 13.05 of the City of Casper Municipal Code - Water and Sewer Service – General Provisions for Retail Service.	
Ordinance No. 28-14	160
Amending Chapters 17.08 and 17.96 of the Casper Municipal Code Pertaining to Digital Signage.	
Ordinance No. 29-14	165
Authorizing Acceptance of a Grant Contract with the Wyoming Association of Sheriffs and Chiefs of Police for Alcohol Compliance Inspections for Fiscal Year 2015 in the Amount of \$13,600.	
Memorandum	172
Contract	173
Resolution No. 14-285	180
Authorizing Acceptance of a Grant Contract with the Wyoming Association of Sheriffs and Chiefs of Police for Tobacco Compliance Inspections for Fiscal Year 2015 in the Amount of \$13,600.	
Memorandum	181
Contract	182
Resolution No. 14-286	189
Authorizing Agreement with Downey Drilling, Inc., in the Amount of \$325,000, for the Casper Raw Water Irrigation Improvements; Alluvial Well Field Project.	
Memorandum	190
Agreement	191
Resolution No. 14-287	201
Authorizing Agreement with High Plains Construction, Inc., in the Amount of \$800,000, for the Casper Raw Water Irrigation Improvements Project.	
Memorandum	203
Agreement	204
Resolution No. 14-288	217
Authorizing Employment Agreement with Heidi Deifel, for Provision of Municipal Court Judge Services.	
Memorandum	218
Agreement	219
Resolution No. 14-289	223
Supporting Submission of Grant Application to the Wyoming Business Council, on Behalf of the Casper-Natrona County Economic Development Joint Powers Board, for the Salt Creek Industrial Park Infrastructure Improvements.	
Memorandum	224
Application	225
Resolution No. 14-290	264

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

COUNCIL POLICY
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE NOVEMBER 4, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 15, 2014
4. CONSIDERATION OF BILLS AND CLAIMS
5. PRESENTATION OF A RESOLUTION OF SUPPORT TO JOHN PATTERSON BY THE CASPER AREA ECONOMIC DEVELOPMENT ALLIANCE
6. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish December 2, 2014, as the Public Hearing Date for Consideration of:
 - a. Sale of the 1984 Emergency One **Fire Engine** and the **Thermal Imaging Camera** to **Casper College**.
 - b. Annexation of the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6th P.M., Natrona County, Wyoming, Being Referred to as “**The Open Space Addition**,” Generally Located South of **East 2nd Street, and West of The Heights Addition**; and Rezoning said Property from UA (Urban Agriculture) to City Zoning Classification PUD (Planned Unit Development).
 - c. Rezoning of **Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV**, Located **East of South McKinley Street at the Intersection of East 26th Street**, from R-3 (One to Four Unit Residential) to R-4 (High-Density Residential).
 - d. Rezoning of **Harmony Hills Addition**, From PUD (Planned Unit Development) to R-2 (One Unit Residential); and a Vacation and Replat of a Portion of **Sunrise Hills No. 9** and Lots 18-21, **Garden Creek Hills Patio Homes No. 1** Comprising 4.217-acres, More or Less, Generally Located at **Goodstein Drive and Walnut Street**.

6. ESTABLISH DATE OF PUBLIC HEARING (continued)

A. Consent

e. Amending Section 17.94.130 of the Casper Municipal Code to **Allow Roof Signage** in the **OYDSPC** (Old Yellowstone District and South Poplar Street Corridor) Form Based Code.

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

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

1. Resolution.

2. Third reading Ordinance Approving Annexation, and Zoning of the Open Space Addition.

7. PUBLIC HEARINGS

A. Resolution

1. Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **North 703 Feet of Tract 13**, of the **Rocky Mountain Packing Subdivision** Complies with W.S. 15-1-402.

a. Resolution.

b. Third reading Ordinance Approving Annexation, and Zoning of the North 703 Feet of Tract 13, of the Rocky Mountain Packing Subdivision.

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

a. By Minute Action, **Cancel the Public Hearing**.

7. PUBLIC HEARINGS (continued)

A. Resolution

3. Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Tracts No. 8, 8B, 9, 10, 11 and 12 of Rocky Mountain Packing Subdivision**, excepting the north 109.47 feet, of Tracts No. 8 and 9 Complies with W.S. 15-1-402.
 - a. Resolution.
 - b. Third reading Ordinance Approving Annexation, and Zoning of the Tracts No. 8, 8B, 9, 10, 11 and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet, of Tracts No. 8 and 9.
4. Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the Northerly 109.47 Feet of Tracts 8 and 9 of Rocky Mountain Packing Subdivision; and a Vacation and Replat of all of Tract 7B of Shoshone Addition, **Kinco Addition** Complies with W.S. 15-1-402.
 - a. Resolution.
 - b. Third reading Ordinance Approving Annexation, and Zoning of the Northerly 109.47 Feet of Tracts 8 and 9 of Rocky Mountain Packing Subdivision; and a Vacation and Replat of all of Tract 7B of Shoshone Addition, Kinco Addition.

8. THIRD READING ORDINANCE

A. Consent

1. Revising Two Sections and Two Drawings Pertaining to **Chapter 13.05** of the City of Casper Municipal Code - Water and Sewer Service – **General Provisions for Retail Service**.

9. SECOND READING ORDINANCE

A. Consent

1. Amending **Chapters 17.08 and 17.96** of the Casper Municipal Code Pertaining to **Digital Signage**.
 - a. Jerry Galles
 - b. Fred Maguire
 - c. Lucy Terek
 - d. Casey Nix

10. RESOLUTIONS

A. Consent

1. Authorizing Acceptance of a Grant Contract with the **Wyoming Association of Sheriffs and Chiefs of Police** for **Alcohol Compliance Inspections** for Fiscal Year 2015 in the Amount of \$13,600.
2. Authorizing Acceptance of a Grant Contract with the **Wyoming Association of Sheriffs and Chiefs of Police** for **Tobacco Compliance Inspections** for Fiscal Year 2015 in the Amount of \$13,600.
3. Authorizing Agreement with **Downey Drilling, Inc.**, in the Amount of \$325,000, for the **Casper Raw Water Irrigation Improvements; Alluvial Well Field Project**.
4. Authorizing Agreement with **High Plains Construction, Inc.**, in the Amount of \$800,000, for the **Casper Raw Water Irrigation Improvements Project**.
5. Authorizing Employment Agreement with **Heidi Deifel**, for Provision of **Municipal Court Judge Services**.
6. Supporting Submission of **Grant Application to the Wyoming Business Council**, on Behalf of the Casper-Natrona County Economic Development Joint Powers Board, for the **Salt Creek Industrial Park Infrastructure Improvements**.

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURNMENT

ZONING CLASSIFICATIONS

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

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

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

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Councilman Cathey, seconded by Councilman Powell, to, by minute action, approve the minutes of the October 14, 2014, special, regular Council meeting, as published in the Casper-Star Tribune on October 25, 2014. Passed.

Moved by Councilman Schlager, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the October 21, 2014, regular Council meeting, as published in the Casper-Star Tribune on October 30, 2014. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Schlager, to, by minute action, approve payment of the November 4, 2014, bills and claims, as audited by City Manager Patterson. Councilman Schlager abstained from voting on invoices pertaining to Fleming Supply. Mayor Meyer abstained from voting on invoices pertaining to Wyoming Automotive. Passed.

Bills & Claims
 11/04/14

A Baassiri	Refund	\$49.73
AAALandscaping	Services	\$859.21
Acuprt	Printing	\$330.00
Adecco	Services	\$506.93
AdvancedTrafficProducts	Goods	\$1,773.00
Airgas	Goods	\$325.54
AltitudeRecycling	Goods	\$39,075.00
AMBI	Services	\$1,058.09
AmericanEagleCleaning	Services	\$2,400.00
AmericanTitle	Services	\$85.00
Amerigas	Goods	\$1,380.36
ArchitecturalDoors	Services	\$78,939.00
AtlanticElec	Services	\$7,992.23
B Flake	Reimb	\$56.00
BankOfAmerica	Goods	\$284,678.63
BarDSigns	Goods	\$2,997.85
BoomtownSweeping	Services	\$464.08
Brenntag	Goods	\$28,224.10
Burns&McDonnellEngineering	Services	\$15,130.18

C Hadlock	Reimb	\$248.50
C Rodabaugh	Refund	\$53.56
C Simons	Reimb	\$967.99
CasperElectric	Services	\$14,067.65
CATC	Funding	\$145,938.00
CDWGVmt	Goods	\$35,258.95
Centurylink	Services	\$1,517.31
ChamberofCommerce	Goods	\$11,532.00
Charter	Services	\$450.00
CivilEngineeringProfessionals	Projects	\$4,031.60
CL&CDrilling	Projects	\$10,745.00
CmmrclRefrig	Services	\$1,865.00
CommTech	Goods	\$21,628.50
CrimeSceneInfo	Services	\$172.50
CsprJrnl	Ad	\$39.00
D Traylor	Refund	\$133.13
DaveLodenConstruction	Projects	\$2,485.00
DeckerAutoGlass	Goods	\$212.97
Dell	Goods	\$338.35
DeltaDental	Services	\$1,452.80
DesertMtn	Goods	\$3,953.79
DoubleDWelding	Services	\$585.00
DowntownDevelopmentAuth	Funding	\$9,291.39
DPCIndustries	Goods	\$195.39
FirstData	Services	\$4,627.48
FirstInterstatePettyCash	Goods	\$349.17
FoodBankoftheRockies	Refund	\$475.00
GarageDoorDudes	Services	\$130.00
GolderAssociates	Services	\$28,466.42
Good2GoStores	Goods	\$524.79
Granicus	Services	\$725.00
GreensSewer	Services	\$140.00
GreinerMotor	Refund	\$19.35
GrizzlyExcavating	Projects	\$82,505.57
HewlettPackard	Goods	\$5,729.78
Homax	Goods	\$29,204.68
I Gremmatica	Refund	\$44.22
IceBuilders	Projects	\$189,824.47
Installation&Svc	Projects	\$119,195.36
ISC	Services	\$1,362.72
J Bishop	Reimb	\$75.00
J Gonzalez	Refund	\$54.05
J Henderson	Reimb	\$387.19
J Mizner	Refund	\$20.54
J Nickerson	Reimb	\$816.00
J Plummer	Refund	\$21.46

JacobsEngineeringGroup	Services	\$1,950.00
JirdnAgri	Goods	\$10,392.36
JKCEngineering	Services	\$2,456.25
JohnsonControls	Services	\$1,499.84
JTLGroup	Services	\$16,254.27
K Mcanally	Refund	\$100.00
K Perez	Reimb	\$93.98
K Sulzie	Refund	\$45.04
K/L Jameson	Refund	\$57.07
KCWY-TV	Services	\$125.00
L Medoff, PH.D	Services	\$1,000.00
LaborReady	Services	\$3,888.48
M Bratvold	Reimb	\$124.05
M Chelgren	Refund	\$11.99
M Crittenden	Refund	\$54.01
M Fassett	Refund	\$26.58
M Hazelton	Refund	\$55.25
M Szewczyk	Reimb	\$197.58
M Thompson	Reimb	\$75.05
M Wilson	Refund	\$20.31
M/L Gunyan	Refund	\$8.01
M/S Berrett	Refund	\$37.32
Manpower	Services	\$178.88
MercerHouse	Funding	\$21,700.00
NevesUniforms	Goods	\$169.95
OlsonAutobody	Services	\$481.00
OneCallofWy	Services	\$649.50
P Brooker	Services	\$300.00
P Reed	Refund	\$332.47
Paciolan	Services	\$2,635.90
PepperTank	Goods	\$1,390.00
Pepsi	Goods	\$397.50
PhippsConst	Projects	\$278,780.00
PillarStructuralEng	Projects	\$3,500.00
RamshornConstruction	Projects	\$258,427.14
ResourceStaff	Services	\$1,096.04
RockyMtnPower	Services	\$80,695.21
S Jenkins	Refund	\$9.45
S Matthews	Refund	\$12.00
S Nelson	Reimb	\$119.99
SaltusTech	Goods	\$205.12
SchererBro	Contract	\$11,196.00
ScienceZne	Funds	\$25,000.00
SeniorPatientAdvocates	Services	\$450.00
SkylineRanches	Services	\$776.35
Smarsh	Services	\$1,925.00

SourceGas	Services	\$17,126.68
SpillmanTechnologies	Services	\$17,560.00
SportSystemsUnlimited	Projects	\$201,852.00
StantecConsultingSvcsInc	Projects	\$2,681.53
StarTribune	Services	\$1,570.00
StellarProgramming	Services	\$3,355.00
SummitElectric	Services	\$9,347.06
SyscoFoodSvcsCorp	Goods	\$10,066.29
T Kopas	Refund	\$59.16
TretoConstruction	Projects	\$53,835.07
TrihydroCorp	Projects	\$21,053.16
V Beasley	Refund	\$55.74
Vaughn'sPublishing	Goods	\$75.00
VentureTechnologies	Goods	\$5,964.73
Verizon	Services	\$427.56
VisionServicePlan	Services	\$1,210.56
WERCSCommunications	Services	\$512.50
WestlandPark	Services	\$4,780.44
WestPlainsEngineering	Services	\$13,050.00
WilliamsPorterDay	Services	\$1,140.00
WolfGang	Services	\$7,666.66
WorthingtonLenhart&Carpenter	Services	\$41,612.29
WrightBrothers	Projects	\$115,185.62
WyattElec	Services	\$718.51
WyCfmcBldgOff	Training	\$150.00
WYDOT	Services	\$37,017.32
WyMachinery	Goods	\$1,521.50
WYWtrQlty	Goods	\$780.00
YouthCrisisCenter	Funding	\$5,071.82
		\$2,502,532.70

Mayor Meyer opened the public hearing for the consideration of the amending of Chapters 17.08 and 17.96 of the Casper Municipal Code pertaining to digital signage.

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

Speaking in support was: Jerry Galles, 2425 East Yellowstone Highway; Fred Maguire, and James Holloway, Chairman and Vice-Chairman of the Casper Planning and Zoning Commission.

There being no others to speak for or against the issues involving digital signage, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 29-14
AN ORDINANCE AMENDING CHAPTERS 17.08 AND 17.96
OF THE CASPER MUNICIPAL CODE PERTAINING TO
DIGITAL SIGNAGE.

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

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

ORDINANCE NO. 28-14
AN ORDINANCE AMENDING CERTAIN SECTIONS OF
CHAPTER 13.05 OF THE CASPER MUNICIPAL CODE
PERTAINING TO WATER AND SEWER SERVICE—
GENERAL PROVISIONS FOR RETAIL SERVICE.

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

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-273
A RESOLUTION AUTHORIZING RELEASE OF LOCAL
ASSESSMENT DISTRICT LIENS.

RESOLUTION NO. 14-274
A RESOLUTION RESCINDING RESOLUTION NO. 14-8 AND
ESTABLISHING FEES FOR USE OF THE CASPER
MUNICIPAL GOLF COURSE.

RESOLUTION NO. 14-275
A RESOLUTION AUTHORIZING A CONTRACT WITH
COMMUNICATION TECHNOLOGIES, INC. TO PROVIDE A
CAMBIUM 6 GHZ WIRELESS POINT TO POINT NETWORK.

RESOLUTION NO. 14-276
A RESOLUTION NAMING THE PUBLIC ACCESS & UTILITY
EASEMENT, LOCATED IN MOUNTAIN PLAZA ADDITION
NO. 7 AND AUTHORIZING AND DIRECTING THE
RESOLUTION TO BE RECORDED IN THE OFFICE OF THE
NATRONA COUNTY CLERK.

RESOLUTION NO. 14-277

A RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE STATE OF WYOMING STATE LOAN AND INVESTMENT BOARD FOR THE CASPER RAW WATER IRRIGATION SYSTEM IMPROVEMENTS PROJECT.

RESOLUTION NO. 14-278

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ENVIRONMENTAL & CIVIL SOLUTIONS, LLC, FOR DESIGN SERVICES FOR THE SECOND STREET WATER MAIN LOOP PROJECT.

RESOLUTION NO. 14-279

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CH2M HILL ENGINEERS FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE NORTH PLATTE SANITARY SEWER CORROSION CONTROL FACILITY PROJECT.

RESOLUTION NO. 14-280

A RESOLUTION ACKNOWLEDGING A RIGHT-OF-WAY EASEMENT WITH BP PRODUCTS NORTH AMERICA INC. FOR INSTALLATION OF SIGNAL POLES AND SIGNAL EQUIPMENT FOR THE POPLAR STREET AND MIDWEST AVENUE/KING BOULEVARD TRAFFIC SIGNAL PROJECT.

RESOLUTION NO. 14-281

A RESOLUTION AUTHORIZING THE CITY OF CASPER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AS A COOPERATING AGENCY WITH THE UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT CASPER FIELD OFFICE.

Councilman Schlager presented the foregoing nine (9) resolutions for adoption. Seconded by Councilman Sandoval. Councilman Cathey abstained from voting on Resolution No. 14-281. Councilman Hedquist abstained from voting on Resolution No. 14-277, 14-278, and 14-279. Councilmen Goodenough and Schlager voted nay on Resolution No. 14-274. Passed.

Moved by Councilman Sandoval, seconded by Councilman Schlager, to, by minute action, reconsider the October 21st, 2014 motion to transfer and to authorize the transfer of ownership of Retail Liquor License No. 8 from Crossroads Views to Z-Financial Administration Management, Inc.

Individuals addressing the Council were Jerry Galles, 2425 East Yellowstone Highway; and Keith Nachbar, 123 West 1st Street.

Moved by Councilman Cathey, seconded by Councilman Sandoval, to suspend the rules to allow Ken Barbe to address Council. Passed.

Ken Barbe, 159 North Wolcott, addressed the Council. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Schlager, to, by consent minute action, authorize the purchase of one new utility vehicle from Stotz Equipment, in the amount of \$6,787.88; authorize the purchase of seventy golf carts from Masek Distributing Inc., in the amount of \$94,500 after trade-in; appoint Garijo Brierley to the Old Yellowstone District and South Poplar Street Corridor (OYDSPAC) Advisory Committee; authorize purchase of four TS2-1 Econolite signal cabinets from Econolite Group, Inc., in the amount of \$33,054; authorize the discharge of \$5,416 of uncollectible accounts receivable balances as outlined in staff's report dated September 30, 2014; and authorize expenditure of \$135,904.82 for fiscal year 2015 Community Promotions Events, as outlined in staff's report dated October 29, 2014, and authorizing City Manager to execute necessary agreements. Councilman Cathey voted nay on the Community Promotions item. Passed.

Individuals addressing the Council were: Deb Cheatham, 120 West 15th Street, regarding the future of Council; and Pat Sweeney, 123 West "E" Street, regarding a downtown holiday store.

Mayor Meyer noted the next meetings of the City Council will be a regular Council meeting to be held at 6:00 p.m., Tuesday, November 18, 2014, in the Council Chambers; and a work session to be held at 4:30 p.m., Tuesday, November 25, 2014, in the Council's meeting room.

Moved by Councilman Hedquist, seconded by Councilman Schlager, to, by minute action adjourn. Passed.

The meeting was adjourned at 7:05 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

71 CONSTRUCTION, INC.

1597-3 RETAINAGE

(\$2,303.87)

(\$2,303.87) Subtotal for Dept. Capital Projects

1597-3 MACKENSIE DOG PARK PAVING/PATH

\$5,315.00

1597-3 MACKENSIE DOG PARK PAVING/PATH

\$40,762.50

1593-4 GOODSTEIN PARK CONSTRUCTION -

\$23,195.38

1593-4 GOODSTEIN PARK CONSTRUCTION

\$141,429.62

\$210,702.50 Subtotal for Dept. Parks

\$208,398.63 Subtotal for Vendor

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

14-10-647 POSTAGE

\$12.56

\$12.56 Subtotal for Dept. City Attorney

14-10-649 POSTAGE

\$1.71

\$1.71 Subtotal for Dept. City Manager

14-10-657 POSTAGE

\$5.13

\$5.13 Subtotal for Dept. Council

14-10-263 POSTAGE

\$62.61

14-10-653 POSTAGE

\$36.12

\$98.73 Subtotal for Dept. Fire

14-10-264 POSTAGE

\$1.71

\$1.71 Subtotal for Dept. Fort Caspar

14-10-659 POSTAGE

\$16.23

\$16.23 Subtotal for Dept. Human Resources

14-10-660 POSTAGE

\$1.14

\$1.14 Subtotal for Dept. Property & Liability Insurance

14-10-460 POSTAGE

\$59.28

\$59.28 Subtotal for Dept. Water

\$196.49 Subtotal for Vendor

AAA LANDSCAPING

7151 WEED CONTRACTOR

\$111.72

7130 WEED CONTRACTOR

\$727.43

\$839.15 Subtotal for Dept. Code Enforcement

RIN0024589 REFUND

\$15.00

\$15.00 Subtotal for Dept. General Fund

\$854.15 Subtotal for Vendor

AAKER SIGNS & DESIGNS

14-1982 STRIPING OF UNIT

\$743.51

\$743.51 Subtotal for Dept. Police Dept

\$743.51 Subtotal for Vendor

ACS GOVERNMENT SYSTEMS, INC.

1091555 FH CLOUD UPGRADE CONTRACT FOR

\$3,440.00

1091555 FH CLOUD ADD'L MONIES

\$300.00

1091555 FH CLOUD CONTRACT FOR 13

\$12,000.00

\$15,740.00 Subtotal for Dept. Fire

\$15,740.00 Subtotal for Vendor

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

AMERI-TECH EQUIPMENT CO.

13392 NEW POWER SOURCE / FLEET

\$741.35

\$741.35 Subtotal for Dept. Police Dept

\$741.35 Subtotal for Vendor

AVON-INTL. SAFETY INSTRUMENTS, INC.

176657 MASKS-FIRE PREVENTION DIV

176657 MASKS-FIRE OPERATIONS

\$3,421.38

\$2,996.39

\$6,417.77 Subtotal for Dept. Fire

\$6,417.77 Subtotal for Vendor

BRAD WNUK

RIN0024609 POLICE BACKGROUND CHECK

\$47.00

\$47.00 Subtotal for Dept. Police

\$47.00 Subtotal for Vendor

BRUEGGER, BRADON

0023150887 REFUND

\$56.23

\$56.23 Subtotal for Dept. Water

\$56.23 Subtotal for Vendor

BURNELL, STEPHEN

0023150879 REFUND

\$20.62

\$20.62 Subtotal for Dept. Water

\$20.62 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78807-5 WWTP PLC REPLACEMENTS

\$9,055.55

\$9,055.55 Subtotal for Dept. Waste Water

\$9,055.55 Subtotal for Vendor

CASPER SOCCER CLUB

24376 CASPER SOCCER CLUB FALL CLASSI

\$611.11

\$611.11 Subtotal for Dept. Council

\$611.11 Subtotal for Vendor

CENTRAL PAINT & BODY

30260 2005 FORD REPAIRS

\$2,818.44

\$2,818.44 Subtotal for Dept. Property & Liability Insurance

\$2,818.44 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

119702 OCT14 SYSTEM INVESTMENT FEES

119791 OCT14 WHOLESALE WATER

\$10,806.00

\$325,119.27

\$335,925.27 Subtotal for Dept. Water

\$335,925.27 Subtotal for Vendor

CENTRAL WY. SENIOR SVCS., INC.

100 REIMBURSEMENT FOR MEAL PROGRAM

\$6,600.00

\$6,600.00 Subtotal for Dept. Council

\$6,600.00 Subtotal for Vendor

CENTURYLINK

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

RIN0024543 PHONE USE	\$37.46	
RIN0024543 PHONE USE	\$337.14	
RIN0024563 PHONE USE	\$126.50	
	\$501.10	Subtotal for Dept. Casper Events Center
RIN0024563 PHONE USE	\$306.76	
RIN0024563 PHONE USE	\$64.96	
RIN0024563 PHONE USE	\$83.64	
RIN0024563 PHONE USE	\$83.64	
RIN0024563 PHONE USE	\$61.20	
RIN0024563 PHONE USE	\$61.20	
RIN0024543 PHONE USE	\$37.46	
RIN0024563 PHONE USE	\$23.30	
RIN0024563 PHONE USE	\$65.28	
RIN0024534 PHONE USE	\$10,155.99	
RIN0024563 PHONE USE	\$306.76	
RIN0024563 PHONE USE	\$37.46	
RIN0024534 PHONE USE	\$432.74	
RIN0024563 PHONE USE	\$61.20	
RIN0024543 PHONE USE	\$490.57	
	\$12,272.16	Subtotal for Dept. Communications Center
RIN0024543 PHONE USE	\$74.92	
RIN0024534 PHONE USE	\$133.93	
RIN0024563 PHONE USE	\$65.28	
RIN0024563 PHONE USE	\$65.28	
RIN0024543 PHONE USE	\$37.46	
RIN0024563 PHONE USE	\$74.46	
	\$563.71	Subtotal for Dept. Fire
RIN0024543 PHONE USE	\$37.46	
RIN0024563 PHONE USE	\$63.24	
	\$100.70	Subtotal for Dept. Garage
RIN0024543 PHONE USE	\$37.46	
	\$37.46	Subtotal for Dept. Human Resources
RIN0024543 PHONE USE	\$80.02	
RIN0024563 PHONE USE	\$65.28	
	\$145.30	Subtotal for Dept. Parking
RIN0024563 PHONE USE	\$122.40	
	\$122.40	Subtotal for Dept. Parks
RIN0024534 PHONE USE	\$28.56	
RIN0024543 PHONE USE	\$37.46	
RIN0024563 PHONE USE	\$65.28	
RIN0024563 PHONE USE	\$22.77	
RIN0024563 PHONE USE	\$63.24	
RIN0024563 PHONE USE	\$38.21	
	\$255.52	Subtotal for Dept. Police
RIN0024543 PHONE USE	\$37.46	
	\$37.46	Subtotal for Dept. Recreation

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

RIN0024563	PHONE USE	\$50.31	
RIN0024563	PHONE USE	\$43.31	
RIN0024563	PHONE USE	\$43.31	
RIN0024563	PHONE USE	\$43.31	
RIN0024563	PHONE USE	\$34.33	
RIN0024563	PHONE USE	\$65.28	
RIN0024534	PHONE USE	\$37.22	
RIN0024563	PHONE USE	\$43.31	
RIN0024563	PHONE USE	\$38.21	
RIN0024543	PHONE USE	\$40.00	
RIN0024563	PHONE USE	\$43.31	
RIN0024563	PHONE USE	\$43.31	
		\$525.21	Subtotal for Dept. Traffic
RIN0024543	PHONE USE	\$37.22	
RIN0024563	PHONE USE	\$1,922.82	
		\$1,960.04	Subtotal for Dept. Waste Water
RIN0024543	PHONE USE	\$37.46	
RIN0024543	PHONE USE	\$89.38	
		\$126.84	Subtotal for Dept. Water
RIN0024550	PHONE USE	\$42.17	
		\$42.17	Subtotal for Dept. Water Treatment Plant
		\$16,690.07	Subtotal for Vendor

CHARLES MCCAIN

RIN0024566	CLOTHING REIMBURSEMENT	\$100.00	
		\$100.00	Subtotal for Dept. Parks
RIN0024566	CLOTHING REIMBURSEMENT	\$71.53	
		\$71.53	Subtotal for Dept. Weed And Pest
		\$171.53	Subtotal for Vendor

CHRIS HENRY

RIN0024584	TRAVEL EXPENSE	\$61.00	
		\$61.00	Subtotal for Dept. Police
		\$61.00	Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

14-030-06	2013 ART COLLECTOR PROJ REV	\$1,427.50	
		\$1,427.50	Subtotal for Dept. Streets
12-68-21	ZONE II/III POPLAR 39TH WATER	\$1,346.70	
		\$1,346.70	Subtotal for Dept. Water
		\$2,774.20	Subtotal for Vendor

CNIC HEALTH SOLUTIONS, INC.

RIN0024567	NOV/STOP LOSS FEES	\$53,022.36	
RIN0024567	NOV/ADMIN FEES	\$20,374.92	
		\$73,397.28	Subtotal for Dept. Health Insurance
		\$73,397.28	Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

67964	NEW LIGHTS UNIT 191931	\$763.00	
67960	NEW LIGHTS FOR UNIT 191934	\$763.00	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

67965 NEW LIGHTS UNIT 191933	\$763.00
67961 NEW LIGHTS UNIT 191936	\$763.00
67962 NEW LIGHTS UNIT 191930	\$763.00

\$3,815.00 Subtotal for Dept. Metro Animal
\$3,815.00 Subtotal for Vendor

COMTRONIX, INC.

AP00004911071423 ALARM MONITORING-AQUATIC \$55.00

\$55.00 Subtotal for Dept. Aquatics

AP00004911071423 BALEFILL TRUCK BARN ALARM \$26.00
AP00004911071423 BALEFILL EQ STORAGE BLDG \$40.95
AP00004911071423 ALARM MONITORING-BALEFILL \$52.00
AP00004911071423 SPECIAL WASTE FACILITY ALARM \$26.00

\$144.95 Subtotal for Dept. Balefill

AP00004911071423 ALARM MONITORING-CEC \$26.00
AP00004911071423 ALARM MONITORING-CEC \$26.00

\$52.00 Subtotal for Dept. Casper Events Center

AP00004911071423 ALARM MONITORING-MARATHON BLD \$26.00
AP00004911071423 CITY CENTER FIRE ALARM \$26.00
AP00004911071423 ALARM MONITORING-CITY HALL \$26.00

\$78.00 Subtotal for Dept. City Hall

AP00004911071423 ALARM MONITORING-CITY MGR \$26.00

\$26.00 Subtotal for Dept. City Manager

AP00004911071423 ALARM MONITORING-FINANCE \$26.00

\$26.00 Subtotal for Dept. Finance

AP00004911071423 ALARM MONITORING-FIRE #2 \$26.00

\$26.00 Subtotal for Dept. Fire

AP00004911071423 ALARM MONITORING-FT CASPAR \$91.95

\$91.95 Subtotal for Dept. Fort Caspar

AP00004911071423 ALARM MONITORING-CITY SVS CNTR \$26.00

\$26.00 Subtotal for Dept. Garage

AP00004911071423 ALARM MONITORING-ICE AREANA \$36.00

\$36.00 Subtotal for Dept. Ice Arena

AP00004911071423 ALARM MONITORING-METRO \$36.00

\$36.00 Subtotal for Dept. Metro Animal

AP00004911071423 ALARM MONITORING-CPD \$39.95

\$39.95 Subtotal for Dept. Police

AP00004911071423 ALARM MONITORING-CRC \$36.00

\$36.00 Subtotal for Dept. Recreation

\$673.85 Subtotal for Vendor

CONSTANCE LAKE

RIN0024580 TRAVEL EXPENSE \$27.75

RIN0024580 TRAVEL EXPENSE \$264.07

\$291.82 Subtotal for Dept. Metropolitan Planning

\$291.82 Subtotal for Vendor

DAVID COURTADE

50494 TOOL ALLOTMENT-REIMBURSEMENT \$500.00

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

DECKER AUTO GLASS, INC.

019216496 NEW WINDSHIELD UNIT 191930

019218124 WINDSHIELD UNIT 101151

\$500.00 Subtotal for Dept. Garage

\$500.00 Subtotal for Vendor

\$213.72

\$213.72 Subtotal for Dept. Metro Animal

\$228.39

\$228.39 Subtotal for Dept. Police

\$442.11 Subtotal for Vendor

DELL MARKETING LP

XJK54N1J3 TECHNOLOGIES

XJK42R4W4 SOFTWARE SCHULZ NUNN COMPUTERS

\$374.12

\$374.12 Subtotal for Dept. City Attorney

\$676.70

\$676.70 Subtotal for Dept. Police

\$1,050.82 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0024570 OCT/211 EMPLOY DENTAL CLAIMS

\$38,213.94

\$38,213.94 Subtotal for Dept. Health Insurance

\$38,213.94 Subtotal for Vendor

DIANA RUIZ

RIN0024546 INTERPRETER

RIN0024536 INTERPRETER

RIN0024535 INTERPRETER

\$25.00

\$25.00

\$40.00

\$90.00 Subtotal for Dept. Municipal Court

\$90.00 Subtotal for Vendor

DIORIO, JOHN

0023150878 REFUND

\$22.20

\$22.20 Subtotal for Dept. Water

\$22.20 Subtotal for Vendor

DOUGLAS DEAN KLINK/KVR

168A OLD FIRE TRK RESTORE

\$4,349.35

\$4,349.35 Subtotal for Dept. Fire

\$4,349.35 Subtotal for Vendor

DQ'S LAND SERVICE MAINTENANCE

277 WEED MOWING-CODE ENFORCEMENT

\$334.88

\$334.88 Subtotal for Dept. Code Enforcement

\$334.88 Subtotal for Vendor

FIRST INTERSTATE BANK - CREDIT CARD DIVISION

RIN0024561 TRAVEL & TRAINING

RIN0024561 ASSOCIATION DUES

RIN0024561 TRAVEL & TRAINING

\$241.98

\$1,307.50

(\$22.00)

\$1,527.48 Subtotal for Dept. City Attorney

\$1,527.48 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0024549 PETTY CASH

\$10.90

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

RIN0024549	PETTY CASH	\$20.00	
RIN0024549	PETTY CASH	\$28.25	
RIN0024549	PETTY CASH	\$6.00	
		\$65.15	Subtotal for Dept. City Attorney
RIN0024549	PETTY CASH	\$15.00	
RIN0024549	PETTY CASH	\$180.27	
		\$195.27	Subtotal for Dept. Code Enforcement
RIN0024549	PETTY CASH	\$53.37	
		\$53.37	Subtotal for Dept. Finance
RIN0024549	PETTY CASH	\$9.15	
		\$9.15	Subtotal for Dept. Refuse Collection
		\$322.94	Subtotal for Vendor
FLANIGAN, KIM			
0023150881	REFUND	\$172.57	
		\$172.57	Subtotal for Dept. Water
		\$172.57	Subtotal for Vendor
FLORES, CELENA/ARLAN			
0023150883	REFUND	\$26.26	
		\$26.26	Subtotal for Dept. Water
		\$26.26	Subtotal for Vendor
FRANK J. ZAMBONI & CO., INC.			
75240	NEW ZAMBONI ICE RESURGACER 546	\$101,550.00	
		\$101,550.00	Subtotal for Dept. Casper Events Center
		\$101,550.00	Subtotal for Vendor
FREMONT MOTOR CASPER, INC.			
69381	NEW 2014 FORD INTERCEPTOR SUV	\$19,809.80	
		\$19,809.80	Subtotal for Dept. Police Dept
		\$19,809.80	Subtotal for Vendor
GEORGE T. SANDERS CO.			
13258860-00	DRAIN CLEANER STN 5-FIRE	\$41.52	
		\$41.52	Subtotal for Dept. Fire
		\$41.52	Subtotal for Vendor
GOOD 2 GO STORES			
NP42677180	FUEL	\$428.00	
		\$428.00	Subtotal for Dept. Fire
		\$428.00	Subtotal for Vendor
GOVERNMENTJOBS.COM			
07-13521	2015 NEOGOV IE LICENSE RENEWAL	\$7,605.00	
		\$7,605.00	Subtotal for Dept. Human Resources
		\$7,605.00	Subtotal for Vendor
HAASS CONSTRUCTION CO., INC.			
RIN0024579	RETAINAGE	(\$5,302.50)	
		(\$5,302.50)	Subtotal for Dept. Capital Projects
RIN0024579	DOWNTOWN PUBLIC RESTROOM	\$69,455.88	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

RIN0024579 DOWNTOWN PUBLIC RESTROOM

\$59,166.12

\$128,622.00 Subtotal for Dept. Planning

\$123,319.50 Subtotal for Vendor

HACH CO., CORP.

9090771 YRLY SERVICE AGREEMENT

\$7,068.00

\$7,068.00 Subtotal for Dept. Water Treatment Plant

\$7,068.00 Subtotal for Vendor

HEWLETT PACKARD

54879891 COMPUTERS

54926854 2 HP MONITORS

\$1,637.08

\$410.00

\$2,047.08 Subtotal for Dept. Water

\$2,047.08 Subtotal for Vendor

HOMAX OIL SALES, INC.

0260350-IN FUEL

\$136.18

0260350-IN FUEL

\$20,416.00

0261046-IN OIL

\$279.36

0261682-IN FUEL

\$623.20

260348B-IN FUEL

\$32,732.70

0260350-IN FUEL

\$240.44

0259127-IN POWERFLOW HYD 46

\$201.80

\$54,629.68 Subtotal for Dept. Garage

\$5,572.32

\$5,572.32 Subtotal for Dept. Water

\$60,202.00 Subtotal for Vendor

ICE BUILDERS

RIN0024576 CEC REFRIGERATED FLOOR 14-28

\$105,597.84

\$105,597.84 Subtotal for Dept. Casper Events Center

\$105,597.84 Subtotal for Vendor

INBERG-MILLER ENGINEERS

17466CM04.1 BLACKMORE ROAD TESTING 14-03

\$1,058.00

\$1,058.00 Subtotal for Dept. Streets

\$1,058.00 Subtotal for Vendor

INTERACTIVE HEALTH SOLUTIONS

34633 LAB TESTS/13 EMPLOYEES

\$2,445.00

\$2,445.00 Subtotal for Dept. Health Insurance

\$2,445.00 Subtotal for Vendor

INTERNATIONAL COLISEUMS COMPANY

RIN0024418 CEC REFRIGERATED FLOOR PROJECT

\$11,478.53

RIN0024575 CEC REFRIGERATED FLOOR PROJECT

\$10,201.40

\$21,679.93 Subtotal for Dept. Casper Events Center

\$21,679.93 Subtotal for Vendor

INTRAFINITY INC

9910-5963 REDESIGN AND HOST CITY WEBSITE

\$15,000.00

\$15,000.00 Subtotal for Dept. City Manager

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

\$15,000.00 Subtotal for Vendor

JTL GROUP DBA KNIFE RIVER

109022 CONCRETE, 13TH & MCKINLEY
109233 W BASE - SWANTON
109432 PLANT MIX

\$206.75
\$162.15
\$31,831.51
\$32,200.41 Subtotal for Dept. Streets
\$32,200.41 Subtotal for Vendor

KIMBERLY ENDERS

RIN0024590 REFUND

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

KING J D /LELA

0023150880 REFUND

\$50.85
\$50.85 Subtotal for Dept. Water
\$50.85 Subtotal for Vendor

KIRCHNAVY, MATTHEW

0023150884 REFUND

\$57.69
\$57.69 Subtotal for Dept. Water
\$57.69 Subtotal for Vendor

LARSON, ROBIN

0023150882 REFUND

\$40.02
\$40.02 Subtotal for Dept. Water
\$40.02 Subtotal for Vendor

LINA

RIN0024568 NOV PREM/RETIREES-LIFE & DEPEN

\$300.41
\$300.41 Subtotal for Dept. Health Insurance
\$300.41 Subtotal for Vendor

LORI RIDDLE

RIN0024587 REFUND

\$20.00
\$20.00 Subtotal for Dept. General Fund Revenue
\$20.00 Subtotal for Vendor

MASTERCARD

RIN0024560 MPO
RIN0024560 PLANNING STREET CONNECTIVITY

\$39.00
\$23.00
\$62.00 Subtotal for Dept. Planning

RIN0024614 MANAGER PROGRAM
RIN0024612 TRAVEL EXPENSE
RIN0024614 TRAVEL EXPENSE

\$70.73
\$349.91
\$452.98
\$873.62 Subtotal for Dept. City Manager

RIN0024614 COUNCIL PROGRAM

\$263.22
\$263.22 Subtotal for Dept. Council
\$1,198.84 Subtotal for Vendor

MATTHEW HESS

RIN0024582 TRAVEL EXPENSE

\$56.00

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

\$56.00 Subtotal for Dept. Police

\$56.00 Subtotal for Vendor

MATTHEW MOSTELLER

RIN0024551 CLOTHING REIMBURSEMENT

\$100.00

\$100.00 Subtotal for Dept. Water Treatment Plant

\$100.00 Subtotal for Vendor

MCMURRY READY MIX CO.

218689 CONCRETE - SWANTON-TRIGOOD

218687 CONCRETE S. CHESTNUT

218688 CONCRETE -BEECH STREET

\$386.75

\$276.25

\$442.00

\$1,105.00 Subtotal for Dept. Streets

\$1,105.00 Subtotal for Vendor

MELANIE DAWSON

RIN0024585 REFUND

\$60.53

\$60.53 Subtotal for Dept. Water

\$60.53 Subtotal for Vendor

MICROSOFT CORPORATION

E08000KSEQ MICROSOFT 365 OCT. 2014

\$17.85

\$17.85 Subtotal for Dept. Aquatics

E08000KSEQ MICROSOFT 365 OCT. 2014

\$157.10

\$157.10 Subtotal for Dept. Balefill

E08000KSEQ MICROSOFT 365 OCT. 2014

\$39.27

\$39.27 Subtotal for Dept. Buildings And Grounds

E08000KSEQ MICROSOFT 365 OCT. 2014

\$74.98

\$74.98 Subtotal for Dept. Casper Events Center

E08000KSEQ MICROSOFT 365 OCT. 2014

\$14.28

\$14.28 Subtotal for Dept. Cemetery

E08000KSEQ MICROSOFT 365 OCT. 2014

\$24.99

\$24.99 Subtotal for Dept. City Attorney

E08000KSEQ MICROSOFT 365 OCT. 2014

\$21.42

\$21.42 Subtotal for Dept. City Manager

E08000KSEQ MICROSOFT 365 OCT. 2014

\$46.41

\$46.41 Subtotal for Dept. Code Enforcement

E08000KSEQ MICROSOFT 365 OCT. 2014

\$17.85

\$17.85 Subtotal for Dept. Communications Center

E08000KSEQ MICROSOFT 365 OCT. 2014

\$32.13

\$32.13 Subtotal for Dept. Council

E08000KSEQ MICROSOFT 365 OCT. 2014

\$39.27

\$39.27 Subtotal for Dept. Engineering

E08000KSEQ MICROSOFT 365 OCT. 2014

\$103.59

\$103.59 Subtotal for Dept. Finance

E08000KSEQ MICROSOFT 365 OCT. 2014

\$285.63

\$285.63 Subtotal for Dept. Fire

E08000KSEQ MICROSOFT 365 OCT. 2014

\$21.42

\$21.42 Subtotal for Dept. Fort Caspar

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

E08000KSEQ MICROSOFT 365 OCT. 2014	\$42.84	
	\$42.84	Subtotal for Dept. Garage
E08000KSEQ MICROSOFT 365 OCT. 2014	\$14.28	
	\$14.28	Subtotal for Dept. Golf Course
E08000KSEQ MICROSOFT 365 OCT. 2014	\$17.85	
	\$17.85	Subtotal for Dept. Hogadon
E08000KSEQ MICROSOFT 365 OCT. 2014	\$28.56	
	\$28.56	Subtotal for Dept. Human Resources
E08000KSEQ MICROSOFT 365 OCT. 2014	\$14.28	
	\$14.28	Subtotal for Dept. Ice Arena
E08000KSEQ MICROSOFT 365 OCT. 2014	\$60.70	
	\$60.70	Subtotal for Dept. Information Services
E08000KSEQ MICROSOFT 365 OCT. 2014	\$32.13	
	\$32.13	Subtotal for Dept. Metro Animal
E08000KSEQ MICROSOFT 365 OCT. 2014	\$35.70	
	\$35.70	Subtotal for Dept. Municipal Court
E08000KSEQ MICROSOFT 365 OCT. 2014	\$57.13	
	\$57.13	Subtotal for Dept. Parks
E08000KSEQ MICROSOFT 365 OCT. 2014	\$28.56	
	\$28.56	Subtotal for Dept. Planning
E08000KSEQ MICROSOFT 365 OCT. 2014	\$449.87	
	\$449.87	Subtotal for Dept. Police
E08000KSEQ MICROSOFT 365 OCT. 2014	\$39.27	
	\$39.27	Subtotal for Dept. Recreation
E08000KSEQ MICROSOFT 365 OCT. 2014	\$32.13	
	\$32.13	Subtotal for Dept. Streets
E08000KSEQ MICROSOFT 365 OCT. 2014	\$17.85	
	\$17.85	Subtotal for Dept. Traffic
E08000KSEQ MICROSOFT 365 OCT. 2014	\$78.55	
	\$78.55	Subtotal for Dept. Waste Water
E08000KSEQ MICROSOFT 365 OCT. 2014	\$71.41	
E08000KSEQ MICROSOFT 365 OCT. 2014	\$7.14	
	\$78.55	Subtotal for Dept. Water
E08000KSEQ MICROSOFT 365 OCT. 2014	\$28.56	
	\$28.56	Subtotal for Dept. Water Treatment Plant
	\$1,953.00	Subtotal for Vendor
MIKE THOMPSON		
RIN0024583 TRAVEL EXPENSE	\$94.00	
	\$94.00	Subtotal for Dept. Police
	\$94.00	Subtotal for Vendor
MILLS POLICE DEPT.		
RIN0024544 SHARE OF SEIZURE 2013-0787	\$66.00	
	\$66.00	Subtotal for Dept. Police Grants
	\$66.00	Subtotal for Vendor
MPI WAREHOUSE SPECIALTY CO.		
1103469-00 ASCO REPAIR KIT	\$285.00	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

\$285.00 Subtotal for Dept. Waste Water

\$285.00 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

474340 FSA PLAN ADMIN FEES/OCTOBER

\$401.20

\$401.20 Subtotal for Dept. Health Insurance

\$401.20 Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

5117 TECHNICAL ASSISTANCE

\$833.33

\$833.33 Subtotal for Dept. Council

\$833.33 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

RIN0024545 SHARE OF SEIZURE 2013-0787

\$66.00

\$66.00 Subtotal for Dept. Police Grants

\$66.00 Subtotal for Vendor

NATRONA COUNTY CLERK

RIN0024613 RECORDING

\$222.00

\$222.00 Subtotal for Dept. Planning

\$222.00 Subtotal for Vendor

NATRONA COUNTY SCHOOL DISTRICT

RIN0024611 REFUND

\$2,622.50

\$2,622.50 Subtotal for Dept. General Fund

\$2,622.50 Subtotal for Vendor

NEIL KAISER

RIN0024608 TRAVEL EXPENSE

\$234.56

\$234.56 Subtotal for Dept. Traffic

\$234.56 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

LN-303592 UNIFORMS

NE34193 UNIFORMS

\$149.95

\$64.95

\$214.90 Subtotal for Dept. Police

\$214.90 Subtotal for Vendor

NORMAN J DESOURDY

RIN0024586 REFUND

\$60.00

\$60.00 Subtotal for Dept. Water

\$60.00 Subtotal for Vendor

NORTH PARK TRANSPORATION

08728587 SHIPPING FEE, 2 FRAMED PHOTOS

\$82.91

\$82.91 Subtotal for Dept. Fort Caspar

\$82.91 Subtotal for Vendor

P-CARD VENDORS

00019957 WESTERN DIVERS LTD - Purchase

\$200.00

00019976 ATLAS OFFICE PRODUCTS - Purcha

\$75.90

00019943 HAWKINS INC - Purchase

\$2,047.20

00019777 SAMS CLUB #6425 - Purchase

\$42.09

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00019817	ATLAS OFFICE PRODUCTS - Purcha	\$13.19	
00020060	BAILEYS ACE HARDWARE - Purchas	\$19.46	
00019949	ATLAS OFFICE PRODUCTS - Purcha	\$173.29	
00019965	TARGET 00001644 - Purch	\$69.00	
	\$2,640.13		Subtotal for Dept. Aquatics
00019802	QUALITY OFFICE SOLUTIO - Purch	\$7.18	
00019771	SQ ATLANTIC ELECTRIC, - Purch	\$688.86	
00019583	USPS 57155804730311021 - Purch	\$9.22	
00019877	WYOMING MACHINERY CO-PURCHASE	\$1,191.01	
00019925	CONCORD INDUSTRIES INC - Purch	\$132.93	
00019941	ALSCO SLCAS - Purchase	\$231.95	
00019974	PEDENS INC. - Purchase	\$627.50	
00019466	TEXAS RDHSE HOLDINGS L - Purch	\$21.98	
00019574	COURTYARD BY MARRIOTT - Purcha	\$1,112.64	
00019387	DJ'S STEAKHOUSE - Purchase	\$32.34	
00019319	CARL'S JR #7205 Q87 - Purch	\$8.58	
00019008	LOAF N JUG #0028 Q81 - Purch	\$47.03	
00019235	SHAMROCK BREWING CO - Purchase	\$8.95	
00019244	PASS KEY 50 WEST RESTA - Purch	\$11.51	
00019312	LOAF N JUG #0028 Q81 - Purch	\$42.83	
00018732	Galls Intern - Purchase	\$69.99	
00019322	3 MARGARITAS - Purchase	\$19.90	
00019809	QUALITY OFFICE SOLUTIO - Purch	\$138.92	
00019774	FEDEXOFFICE 00009423 - Purch	\$11.25	
00019912	HILLCREST SPRING WATER - Purch	\$25.75	
00019737	IN CASPER SAFETY LLC - Purcha	\$750.00	
00019814	QUALITY OFFICE SOLUTIO - Purch	\$6.99	
00019915	SQ RODOLPH BROTHERS - Purchas	\$379.00	
00019568	LOAF N JUG #0028 Q81 - Purch	\$19.39	
00019859	QUALITY OFFICE SOLUTIO - Purch	\$96.08	
00019827	CASPER TIRE - Purchase	\$14.29	
00019569	SUBWAY 03147360 - Purch	\$72.45	
	\$5,778.52		Subtotal for Dept. Balefill
00019681	BLOEDORN LUMBER CASPER - Purch	\$32.15	
00019919	HD SUPPLY UTILITIES, L - Purch	\$20.00	
00019982	WW GRAINGER - Purchase	\$29.98	
00019714	WOODWORKERS SUPPLY, IN - Purch	\$30.83	
00020096	CASPER WINNELSON CO - Purchase	\$17.11	
00019783	SAMSCLUB #6425 - Purchase	\$135.48	
00019828	MENARDS CASPER - Purchase	\$16.94	
00020049	CASPER WINNELSON CO - Purchase	\$90.00	
00019941	ALSCO SLCAS - Purchase	\$179.84	
00019876	BAILEYS ACE HARDWARE - Purchas	\$8.57	
00019368	G AND R CONTROLS INC - Purchas	\$767.23	
00019994	BAILEYS ACE HARDWARE - Purchas	\$5.99	
00019998	BLOEDORN LUMBER CASPER - Purch	\$9.29	
00019851	BLOEDORN LUMBER CASPER - Purch	\$25.15	
00020102	WEAR PARTS INC - Purchase	\$20.76	
00019703	THE HOME DEPOT 6001 - Purchase	\$7.94	
00019711	WW GRAINGER - Purchase	\$24.87	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00020111 OVERHEAD DOOR COMPANY - Purcha	\$14.28	
00020009 BLOEDORN LUMBER CASPER - Purch	\$32.37	
00020117 CASPER FIRE EXTINGUISH - Purch	\$239.88	
00020079 DIAMOND VOGEL PAINT #7 - Purch	\$38.64	
00019905 SHERWIN WILLIAMS #3439 - Purch	\$25.54	
00020083 BAILEYS ACE HARDWARE - Purchas	\$5.88	
00020099 BAILEYS ACE HARDWARE - Purchas	\$7.99	
00020059 WW GRAINGER - Purchase	\$39.18	
00019775 BAILEYS ACE HARDWARE - Purchas	\$13.48	
00020028 CASPER WINNELSON CO - Purchase	\$97.49	
00019767 WEAR PARTS INC - Purchase	\$20.87	
00019757 DIAMOND VOGEL PAINT #7 - Purch	\$6.03	
00019717 BAILEYS ACE HARDWARE - Purchas	\$23.98	
00019770 BAILEYS ACE HARDWARE - Purchas	\$16.87	
	\$2,004.61	Subtotal for Dept. Buildings And Grounds
00020107 LOAF N JUG #0119 Q81	\$11.27	
00020165 Federal portion	\$6.54	
00020193 LOAF N JUG #0110 Q81	\$6.44	
00020196 SHELL OIL 57444302301	\$10.23	
00020241 HOMEWOOD SUITES - Purchase	\$147.89	
00020165 7-ELEVEN - Purchase	\$6.53	
00020107 Federal Portion	\$11.26	
00020225 Federal Portion	\$7.63	
00020290 HAMPTON INNS WESTMINST - Purch	\$27.66	
00020225 MERCANTILE DINING & PR - P	\$7.63	
00020193 Federal Portion	\$6.44	
00020241 Federal Portion	\$147.89	
00020290 Federal Portion	\$27.66	
00020196 Federal Portion	\$10.23	
	\$435.30	Subtotal for Dept. C.A.T.C.
00019626 BLOEDORN LUMBER CASPER - Purch	\$391.87	
00019820 BLOEDORN LUMBER CASPER - Credi	(\$27.70)	
00019672 PAYPAL CATHERINEMO - Purchase	\$44.45	
00019988 BLOEDORN LUMBER CASPER - Purch	\$363.08	
00019677 PAYPAL JRCOLLIER18 - Purchase	\$58.85	
00019931 PAYPAL LEOLADYSLOO - Purchase	\$62.96	
	\$893.51	Subtotal for Dept. Capital Projects
00019803 WW GRAINGER - Purchase	\$8.00	
00019503 WEAR PARTS INC - Purchase	\$81.81	
00018300 WM SUPERCENTER #1617 - Purchas	\$3.68	
00019540 WAL-MART #1617 - Purchase	\$17.42	
00020248 WM SUPERCENTER #1617 - Purchas	\$18.44	
00019875 SUPERIOR SIGNS & SUPPL - Purch	\$202.96	
00020270 FINANCIAL SERVICES - Purchase	\$749.00	
00019884 INTERSTATE ALL BATTERY - Purch	\$72.45	
00019500 XPEDX LLC - Purchase	\$26.61	
00019946 ALSCO SLCAS - Purchase	\$1,369.36	
00020345 INTERNATIONAL TRANSACTION - Pu	\$21.55	
00020319 JET ICE LTD - Purchase	\$2,693.29	
00020272 ATLAS OFFICE PRODUCTS - Purcha	\$14.55	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00019728 HARBOR FREIGHT TOOLS 3 - Purch	\$107.99	
00019272 STAPLS7125761297000001 - Purch	\$104.99	
00020053 NORCO INC - Purchase	\$530.22	
00019863 AMAZON MKTPLACE PMTS - Purchas	\$55.00	
00019604 CENTERLENRESTPARTS - Purchase	\$245.79	
00020025 CRUM ELECTRIC SUPPLY C - Purch	\$40.02	
00019673 STAPLS7125761297001001 - Credi	(\$5.00)	
00019753 HARBOR FREIGHT TOOLS 3 - Purch	\$19.99	
00020010 XPEDX LLC - Purchase	\$131.96	
00019963 STAPLES 00114181 - Purch	\$160.98	
00019926 IN CASPER SAFETY LLC - Purcha	\$180.00	
00019831 WW GRAINGER - Purchase	\$23.04	
00019692 CASPER STAR TRIBUNE - Purchase	\$133.50	
00019878 FACEBK KU9C37EWR2 - Purchase	\$603.28	
00020090 MOUNTAIN STATES LITHOG - Purch	\$48.00	
	\$7,658.88	Subtotal for Dept. Casper Events Center
00019467 CASPER STAR TRIBUNE - Purchase	\$141.60	
	\$141.60	Subtotal for Dept. City Council
00020031 OVERHEAD DOOR COMPANY - Purcha	\$2,479.10	
00019725 FERGUSON ENT #3069 - Purchase	\$212.37	
	\$2,691.47	Subtotal for Dept. City Hall
00020297 BLOEDORN LUMBER CASPER - Purch	\$67.05	
00019738 LOU TAUBERT RANCH OUTF - Purch	\$81.74	
	\$148.79	Subtotal for Dept. City Manager
00020190 IN EXPRESS PRINTING C - Purch	\$181.90	
00019952 ATLAS OFFICE PRODUCTS - Purcha	\$252.77	
	\$434.67	Subtotal for Dept. Code Enforcement
00020182 AT&T 0512212711001 - Purcha	\$40.43	
00018702 CHARTER COMM - Purchase	\$57.75	
00018832 BIG SKY COMMUNICATIONS - Purch	\$365.00	
00020168 CHARTER COMM - Purchase	\$54.50	
00018784 MOBIL SATELLITE TECHNO - Purch	\$1,199.88	
00020115 GUS GLOBALSTAR USA - Purchase	\$113.53	
00019542 AT&T 0512212799001 - Purcha	\$16.89	
00019776 ATLAS OFFICE PRODUCTS - Purcha	\$44.27	
00019449 IN POWDER RIVER SHRED - Purch	\$35.00	
00019502 PSTC - 911 CARES - Purchase	\$24.20	
00018741 AT&T 0512212711001 - Purcha	\$40.30	
00019710 ATLAS OFFICE PRODUCTS - Purcha	\$28.28	
00018796 PEDENS INC. - Purchase	\$135.00	
	\$2,155.03	Subtotal for Dept. Communications Center
00020271 HOBBY LOBBY	\$147.08	
	\$147.08	Subtotal for Dept. Council
00020029 DLT SOLUTIONS 703-773- - CAD f	\$3,895.36	
00019697 ATLAS OFFICE PRODUCTS - Purcha	\$23.84	
00019525 FRONTIER PRECISION INC - Purch	\$590.00	
00019648 XEROX CORPORATION/RBO - Purcha	\$115.31	
00019678 XEROX CORPORATION/RBO - Purcha	\$24.20	
	\$4,648.71	Subtotal for Dept. Engineering

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00020013	FLEMING SUPPLY - Purchase	\$5.01	
00019953	ATLAS OFFICE PRODUCTS - Purcha	\$109.14	
00019836	ATLAS OFFICE PRODUCTS - Purcha	\$18.26	
00019615	CASPER COLLEGE - Purchase	\$220.00	
00019665	ATLAS OFFICE PRODUCTS - Credit	(\$308.66)	
00019636	NMI NATIONWIDE/ALLIED - Purcha	\$50.00	
00019404	FLEMING SUPPLY - Purchase	\$11.85	
00020008	ATLAS OFFICE PRODUCTS - Purcha	\$169.99	
00019779	FLEMING SUPPLY - Purchase	\$6.84	
00019765	ATLAS OFFICE PRODUCTS - Purcha	\$21.96	
00019694	ATLAS OFFICE PRODUCTS - Purcha	\$111.26	
	\$415.65		Subtotal for Dept. Finance
00019751	NORCO INC - Purchase	\$194.97	
00018404	NUSHOE - Purchase	\$65.00	
00018661	CLAIM ADJ/TARGET 0 - Cr	(\$161.00)	
00019538	EGGINGTONS - Purchase	\$54.96	
00019852	ENTENMANN-ROVIN COMPAN - Purch	\$364.00	
00018382	TARGET 00021766 - Purch	\$161.00	
00019647	WARDROBE CLEANERS - Purchase	\$11.71	
00019899	THE HOME DEPOT 6001 - Purchase	\$1,798.92	
00019432	TARGET 00001644 - Purch	\$25.12	
00019702	CRESCENT ELECTRIC 103 - Purcha	\$237.15	
00019706	SAMSCLUB #6425 - Credit	(\$104.98)	
00019650	WARDROBE CLEANERS - Purchase (\$35.70	
00018369	WM SUPERCENTER #1617 - Purchas	\$46.32	
00019785	HOBBY-LOBBY #0233 - Purchase	\$222.25	
00019663	NORCO INC - Purchase	\$228.14	
00019422	ATLAS REPRODUCTION - Purchase	\$264.00	
00018691	WITMER PUBLIC SAFETY G - Purch	\$118.99	
00019546	A&W WHEATLAND TRAVEL P - Purch	\$6.22	
00018933	WITMER PUBLIC SAFETY G - Purch	\$1,685.63	
00019773	SAMS INTERNET - Purchase	\$147.46	
00018960	WW GRAINGER - Purchase	\$182.32	
00019533	OVERHEAD DOOR COMPANY - Purcha	\$817.10	
00019178	BEST BUY 00015271 - Purch	\$17.99	
00019762	MERBACK AWARD COMPANY - Purcha	\$117.80	
00019417	WYOMING SAFETY SUPPLY - Purcha	\$45.97	
00019142	RADIOSHACK COR00186973 - Purch	\$119.94	
00019170	BARGREEN WYOMING 25 - Purchase	\$106.40	
00018866	FRONT RANGE FIRE APPAR - Purch	\$2,888.00	
	\$9,697.08		Subtotal for Dept. Fire
00019808	BONANZA PUBLISHING LLC - Purch	\$181.61	
00019796	BLAIR CANDY COMPANY - Purchase	\$76.57	
00019713	TARGET 00001644 - Purch	\$499.99	
00020093	MOUNTAIN STATES LITHOG - Purch	\$319.60	
	\$1,077.77		Subtotal for Dept. Fort Caspar
00019632	WHITES MOUNTAIN - Purchase	\$5.45	
00019505	MIS INDUSTRIAL SUPPLY - Purcha	\$114.00	
00019592	AMERI-TECH EQUIPMENT C - Purch	\$335.81	
00019567	BEARING BELTCHAIN00244 - Purch	\$69.99	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00019481	BEARING BELTCHAIN00244 - Purch	\$126.86
00019582	BEARING BELTCHAIN00244 - Purch	\$1.99
00019561	GREINER MOTOR COMPANY - Purcha	\$251.95
00019455	COMPRESSION LEASING SV - Purch	\$280.47
00019520	HENSLEY BATTERY&ELECTR - P	\$192.38
00019511	OREILLY AUTO 00027466 - Purch	\$85.49
00019508	HARBOR FREIGHT TOOLS 3 - Purch	\$69.99
00019483	VERMEER SALES & SVCS O - Purch	\$1,107.09
00019605	CASPER TIRE - Purchase	\$600.00
00019435	HENSLEY BATTERY&ELECTR - Purch	\$88.52
00019597	HENSLEY BATTERY&ELECTR - P	\$81.24
00019425	GREINER MOTOR COMPANY - Purcha	\$362.08
00019423	LARIAT INTERNATIONAL T - Credi	(\$1,107.95)
00019461	BEARING BELTCHAIN00244 - Purch	\$72.99
00019593	MIDLAND IMPLEMENT CO - Purchas	\$987.14
00019599	CMI-TECO - Purchase	\$1,247.59
00019543	GREINER MOTOR COMPANY - Purcha	\$9.47
00019618	HONNEN EQUIPMENT #04 - Purchas	\$37.56
00019463	BEARING BELTCHAIN00244 - Purch	\$14.69
00019507	GREINER MOTOR COMPANY - Purcha	\$59.71
00019619	CMI-TECO - Purchase	\$4,028.25
00019401	JACKS TRUCK AND EQUPMT - Purch	\$127.35
00019428	WEAR PARTS INC - Purchase	\$29.33
00019760	HENSLEY BATTERY&ELECTR - EL	\$106.41
00019434	BEARING BELTCHAIN00244 - Purch	\$14.86
00019917	WYOMING MACHINERY CO - Credit	(\$80.30)
00019748	AMBI MAIL AND MARKETIN - Purch	\$227.41
00019701	BEARING BELTCHAIN00244 - Purch	\$23.37
00020021	WYOMING MACHINERY CO - Purchas	\$56.79
00019967	JACKS TRUCK AND EQUPMT - Purch	\$68.67
00019995	BEARING BELTCHAIN00244 - Purch	\$212.88
00019927	BEARING BELTCHAIN00244 - Purch	\$86.17
00020000	DRIVE TRAIN INDUSTRIES - Purch	\$5.98
00019764	BEARING BELTCHAIN00244 - Purch	\$412.94
00019921	BEARING BELTCHAIN00244 - Purch	\$35.70
00019746	NOR NORTHERN TOOL - Purchase	\$173.68
00019914	BEARING BELTCHAIN00244 - Purch	\$209.28
00019913	STOTZ EQUIPMENT - Purchase	\$76.08
00019908	BEARING BELTCHAIN00244 - Purch	\$82.40
00019907	GOODYEAR COMMERCIAL TI - Purch	\$2,464.68
00019900	MG OIL COMPANY CASPE - Purch	\$3,468.30
00020021	WYOMING MACHINERY CO - Purchas	\$147.80
00019788	NOR NORTHERN TOOL - Purchase	\$166.12
00019750	WW GRAINGER - Purchase	\$28.44
00020005	WW GRAINGER - Purchase	\$45.04
00019733	BEARING BELTCHAIN00244 - Purch	\$86.94
00019348	GOVTTELLERNATRONAWYFEE - Purcha	\$3.15
00019740	BEARING BELTCHAIN00244 - Purch	\$51.12
00019735	S&S CASPER- PARTS - Purcha	\$32.29
00019730	ADVANCE AUTO PARTS #74 - Purch	\$31.49

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00019787	HOSE && RUBBER SUPPLY -	\$19.01
00019555	GREINER MOTOR COMPANY - Purcha	\$91.20
00019484	BEARING BELTCHAIN00244 - Credi	(\$33.00)
00019643	JACKS TRUCK AND EQUIPMT - Purch	\$246.00
00019655	BEARING BELTCHAIN00244 - Credi	(\$10.07)
00019760	HENSLEY BATTERY	\$106.41
00019742	IN VEHICLE LIGHTING S - Purch	\$698.17
00019720	JACKS TRUCK AND EQUIPMT - Purch	\$275.92
00019712	BEARING BELTCHAIN00244 - Purch	\$50.15
00019696	GOODYEAR COMMERCIAL TI - Purch	\$6,773.76
00019653	JACKS TRUCK AND EQUIPMT - Purch	\$246.00
00019398	WEAR PARTS INC - Purchase	\$13.35
00019562	BEARING BELTCHAIN00244 - Purch	\$853.90
00019641	INDUSTRIAL SCREEN & MA - P	\$875.84
00019287	UNITED STATES WELDING - Purcha	\$69.67
00019480	DRIVE TRAIN INDUSTRIES - Purch	\$124.84
00019861	BEARING BELTCHAIN00244 - Purch	\$166.80
00019566	BEARING BELTCHAIN00244 - Purch	\$32.24
00020089	WEAR PARTS INC - Purchase	\$46.50
00019352	CMI-TECO - Credit	(\$136.50)
00019399	STOTZ EQUIPMENT - Purchase	\$21.99
00019429	Claim ADJ/GREINER MOTOR C - Cr	(\$87.68)
00017475	HOSE & RUBBER SUPPLY - Purchas	\$201.54
00019755	INDUSTRIAL SCREEN & MA - P	\$1,872.20
00019590	BEARING BELTCHAIN00244 - Purch	\$21.32
00017943	GREINER MOTOR COMPANY - Purcha	\$87.68
00020116	WEAR PARTS INC - Purchase	\$260.72
00019464	STOTZ EQUIPMENT - Purchase	\$53.92
00020092	BEARING BELTCHAIN00244 - Purch	\$53.64
00019412	HOSE && RUBBER SUPPLY - Pur	\$39.05
00020114	BEARING BELTCHAIN00244 - Purch	\$50.88
00019456	BEARING BELTCHAIN00244 - Purch	\$107.90
00019441	APPLIED IND TECH 0733 - Purch	\$396.36
00019416	WW GRAINGER - Purchase	\$37.08
00019970	JACKS TRUCK AND EQUIPMT - Purch	\$322.80
00019768	BEARING BELTCHAIN00244 - Purch	\$10.07
00019848	RICHARDBOOMGARDENMATCO - Purch	\$5.61
00019895	DRIVE TRAIN INDUSTRIES - Purch	\$28.30
00020030	STOTZ EQUIPMENT - Purchase	\$309.60
00019857	WEAR PARTS INC - Purchase	\$57.55
00019789	CMI-TECO - Purchase	\$51.80
00019810	BEARING BELTCHAIN00244 - Purch	\$23.16
00019842	BEARING BELTCHAIN00244 - Purch	\$71.10
00019844	WEAR PARTS INC - Purchase	\$26.74
00019336	HOSE & RUBBER SUPPLY - Purchas	\$56.56
00020058	BEARING BELTCHAIN00244 - Purch	\$17.97
00019335	CMI-TECO - Purchase	\$194.96
00019514	CMI-TECO - Purchase	\$51.21
00019427	WW GRAINGER - Purchase	\$7.34
00019433	BEARING BELTCHAIN00244 - Purch	\$38.52

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00019586 BEARING BELTCHAIN00244 - Purch	\$23.37
00019622 WW GRAINGER - Purchase	\$11.64
00019522 FORCE AMERICA DISTRIB - Purcha	\$52.45
00019630 DRIVE TRAIN INDUSTRIES - Purch	\$4.90
00019877 WYOMING MACHINERY CO-PURCHASE	\$163.40
00019855 WAUSAU EQUIPMENT COMPA - Purch	\$3,879.52
00020021 WYOMING MACHINERY CO - Purchas	(\$1,162.69)
00019892 BEARING BELTCHAIN00244 - Purch	\$35.69
00019050 ATLAS OFFICE PRODUCTS - Purcha	\$22.08
00019289 ALSCO SLCAS - Purchase	\$1,035.70
00019311 NUTECH SPECIALTIES INC - Purch	\$773.68
00019873 NORCO INC - Purchase	\$45.15
00020012 CENTRAL TRUCK & DIESEL - Purch	\$175.56
00020036 BAILEYS ACE HARDWARE - Purchas	\$54.99
00019745 BEARING BELTCHAIN00244 - Purch	\$10.99
00020021 WYOMING MACHINERY CO - Purchas	\$1,251.08
00019311 NUTECH SPECIALTIES INC - Purch	\$163.00
00020021 WYOMING MACHINERY CO - Purchas	\$131.80
00019846 WW GRAINGER - Purchase	\$11.00
00020014 USPS 57155804730311021 - Purch	\$49.00
00020054 BEARING BELTCHAIN00244 - Purch	\$17.78
00019960 JACKS TRUCK AND EQUIPMT - Purch	\$248.83
00019954 NUTECH SPECIALTIES INC - Purch	\$56.56
00019940 INTERMOUNTAIN COACH LE - Purch	\$74.23
00019920 HONNEN EQUIPMENT #04 - Purchas	\$106.38
00020033 NORCO INC - Purchase	\$112.53
00019372 BEARING BELTCHAIN00244 - Purch	\$12.33
00019338 NATRONA CNTY CLERK TAX - Purch	\$15.00
00019328 NUTECH SPECIALTIES INC - Credi	(\$130.00)
00019311 NUTECH SPECIALTIES INC - Purch	\$40.00
00019872 BEARING BELTCHAIN00244 - Purch	\$137.97
00019338 NATRONA CNTY CLERK TAX - Purch	\$15.00
00019338 NATRONA CNTY CLERK TAX - Purch	\$15.00
00019342 WHITES MOUNTAIN-PURCHASE	\$113.94
00019342 WHITES MOUNTAIN - Purchase	\$502.86
00019877 WYOMING MACHINERY CO - Purchas	\$1,191.00
00019867 HOSE & RUBBER SUPPLY - Pur	\$136.12
00019889 STOTZ EQUIPMENT - Purchase	\$100.68
00019376 WHITES MOUNTAIN - Purchase	\$262.11
00019877 WYOMING MACHINERY CO-PURCHASE	\$116.49
00019377 BEARING BELTCHAIN00244 - Purch	\$54.34
00019373 WESTERN RADIATOR INC - Purchas	\$279.00
00019175 HARTZ E&F TOWING & REC	\$350.00
00019854 HONNEN EQUIPMENT #04 - Purchas	\$437.01
00019883 BEARING BELTCHAIN00244 - Purch	\$22.49
00020098 HOSE & RUBBER SUPPLY - Pur	\$226.87
00019339 KELLYS ALIGNMENT AND B - Purch	\$118.00
00019652 HOSE & RUBBER SUPPLY - Pur	\$10.00
00019916 BEARING BELTCHAIN00244 - Purch	\$19.88
00019715 GREINER MOTOR COMPANY - Credit	(\$75.00)

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00019642	WYOMING AUTOMOTIVE - Purchase	\$38.85	
00019723	ATLAS OFFICE PRODUCTS - Purcha	\$106.56	
00019560	BAILEYS ACE HARDWARE - Purchas	\$65.88	
00019535	SAMSCLUB #6425 - Purchase	\$174.18	
00019491	GOVTELLERNATRONAWYFEE - Purcha	\$1.91	
00019662	MIS INDUSTRIAL SUPPLY - Purcha	\$53.90	
00019447	ATLAS OFFICE PRODUCTS - Credit	(\$22.08)	
00019669	STOTZ EQUIPMENT - Purchase	\$57.42	
00019338	NATRONA CNTY CLERK TAX - Purch	\$15.00	
00019835	HENSLEY BATTERY&ELECTR - P	\$88.52	
00019818	BEARING BELTCHAIN00244 - Purch	\$96.98	
00019798	HOSE && RUBBER SUPPLY -	\$65.78	
00019792	BOBCAT OF CASPER - Purchase	\$55.00	
00019792	BOBCAT OF CASPER - Purchase	\$55.00	
00019691	JACKS TRUCK AND EQUIPMT - Purch	\$37.32	
00019786	NORCO INC - Purchase	\$143.50	
00019457	NATRONA CNTY CLERK TAX - Purch	\$15.00	
00020086	DRIVEN POWERSPORTS - Purchase	\$69.98	
00019314	PEDENS INC. - Purchase	\$72.00	
00020175	GREINER MOTOR COMPANY - Purcha	\$64.59	
00020173	BEARING BELTCHAIN00244 - Credi	(\$35.69)	
00020157	STOTZ EQUIPMENT - Credit	(\$57.42)	
00020151	BEARING BELTCHAIN00244 - Purch	\$69.99	
00020123	BEARING BELTCHAIN00244 - Purch	\$14.99	
00020040	H G MAKELIM COMPANY - Purchase	\$1,587.24	
00020105	GREINER MOTOR COMPANY - Purcha	\$89.95	
00019658	WHITES MOUNTAIN - Purchase	\$5.45	
00020042	PRECISION KNIFE & TOOL - P	\$329.25	
00020015	BEARING BELTCHAIN00244 - Purch	\$71.88	
00020072	BEARING BELTCHAIN00244 - Purch	\$41.99	
00020065	STOTZ EQUIPMENT - Purchase	\$134.58	
00020057	C.G.R.S., INC. - Purchase	\$994.20	
00019841	TURBO AND DIESEL SERVI - Purch	\$897.30	
00020112	BEARING BELTCHAIN00244 - Purch	\$36.44	
00019560	BAILEYS ACE HARDWARE - Purchas	\$35.48	
00019898	NORCO INC - Purchase	\$73.15	
00019690	JACKS TRUCK AND EQUIPMT - Purch	\$46.23	
00019671	KELLYS ALIGNMENT AND B - Purch	\$53.00	
		\$49,380.22	Subtotal for Dept. Garage
00019624	LOAF N JUG #0130 Q81 - Purch	\$45.53	
00019890	HOLIDAY INN GRAND MT - Purchas	\$272.43	
00019705	JAKES BAR & GRILL INC - Pu	\$31.95	
00019896	HOLIDAY STNSTORE 0385 - Purcha	\$48.65	
00019529	MURDOCH'S RANCH & HOME - P	\$8.98	
00019754	PIONEER SAND COMPANY I - Purch	\$1,441.56	
00019526	SUTHERLANDS 2219 - Purchase	\$33.49	
00019989	CADDIE SHACK RESTAURAN - Purch	\$499.38	
		\$2,381.97	Subtotal for Dept. Golf Course
00019870	GEOTEC INDUSTRIAL SUPP - Purch	\$690.50	
00019984	GEOTEC INDUSTRIAL SUPP - Purch	\$52.50	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00018637 BLOEDORN LUMBER CASPER - Purch	\$15.82	
00019495 CASPER STAR TRIBUNE - Purchase	\$347.48	
00019532 THE HOME DEPOT 6001 - Purchase	\$83.97	
00019570 VOLVO OF MILLS - Purchase	\$23.85	
00019563 GEOTEC INDUSTRIAL SUPP - Purch	\$370.00	
00019333 71 CONSTRUCTION INC #1 - Purch	\$3,111.39	
00019950 THE HOME DEPOT 6001 - Purchase	\$82.10	
00019845 WATERWORKS INDUSTRIES - Purcha	\$395.84	
00019512 VOLVO OF MILLS - Credit	(\$23.85)	
00019991 THE HOME DEPOT 6001 - Purchase	\$20.45	
00019660 GEOTEC INDUSTRIAL SUPP - Purch	\$118.00	
00019964 GEOTEC INDUSTRIAL SUPP - Purch	\$59.00	
00019833 HILLTOP LAUNDROMAT - Purchase	\$60.06	
00019934 WATERWORKS INDUSTRIES - Credit	(\$395.84)	
00019515 NOLAND FEED INC. - Purchase	\$170.00	
00019741 THE HOME DEPOT 6001 - Purchase	\$373.55	
00019824 CASPER WINNELSON CO - Purchase	\$28.13	
00019744 CASPER WINNELSON CO - Purchase	\$359.62	
00019437 MOBILE CONCRETE, INC - Purchas	\$630.83	
00020051 OFFICE MAX - Purchase	\$37.28	
00019936 GEORGE T SANDERS 20 - Purchase	\$680.87	
00019357 71 CONSTRUCTION INC #1 - Purch	\$513.00	
00019644 CASPER CONTRACTORS SUP - Purch	\$20.07	
00019830 THE HOME DEPOT 6001 - Purchase	\$53.20	
	\$7,877.82	Subtotal for Dept. Hogadon
00019454 PRMIA - Purchase	\$200.00	
00019606 PRMIA - Credit	(\$200.00)	
00019816 SMITHS FOOD #4185 - Purchase	\$11.98	
00019924 SAFEWAY STORE00024687 - Purch	\$20.91	
00019862 SAFEWAY STORE 00004333 - Purch	\$21.46	
	\$54.35	Subtotal for Dept. Human Resources
00019645 SPIRIT HALLOWEEN 60694 - Purch	\$80.40	
00019949 ATLAS OFFICE PRODUCTS - Purcha	\$117.28	
00019580 PAPA JOHN'S #01393 - Purchase	\$117.92	
00019777 SAMS CLUB #6425 - Purchase	\$42.09	
00019629 PAPA JOHN'S #01393 - Purchase	\$46.95	
00019616 PAPA JOHN'S #01393 - Purchase	\$37.96	
00019549 SERVING THE AMERICAN R - Purch	\$225.00	
00019649 FARMER BROS CO - Purchase	\$79.90	
00018945 DOLRTREE 3288 00032888 - Purch	\$11.00	
00019527 SAMS CLUB #6425 - Purchase	\$98.92	
00019825 OREILLY AUTO 00027466 - Purch	\$12.99	
00019794 BAILEYS ACE HARDWARE - Purchas	\$38.96	
00019976 ATLAS OFFICE PRODUCTS - Purcha	\$280.43	
00020242 RIEDELL SKATES - Purchase	\$7,189.20	
00019821 SAMSClub #6425 - Purchase	\$179.03	
	\$8,558.03	Subtotal for Dept. Ice Arena
00020029 DLT SOLUTIONS 703-773- - CAD f	\$973.80	
	\$973.80	Subtotal for Dept. Information Services
00019942 WM SUPERCENTER #3778 - Purchas	\$61.82	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00019904 THE HOME DEPOT 6001 - Purchase	\$41.83	
00019362 STAPLES 00114181 - Purch	\$47.14	
00018707 ENTENMANN-ROVIN COMPAN - Purch	\$239.00	
00019891 PETCO 1456 63514566 - Purch	\$149.07	
00019363 PETCO 1456 63514566 - Purch	\$18.86	
00020076 BEST BUY 00015271 - Purch	\$209.99	
00019452 QUALITY LOGO PRODUCTS - Purcha	\$176.00	
	\$943.71	Subtotal for Dept. Metro Animal
00019977 TI TASER INTL - Credit	(\$2,624.38)	
00019700 ATLAS OFFICE PRODUCTS - Purcha	\$6.44	
00017677 CAFE RITZ - Purchase	\$27.05	
00019947 ATLAS OFFICE PRODUCTS - Purcha	\$43.17	
00019494 ATLAS OFFICE PRODUCTS - Purcha	\$130.18	
	(\$2,417.54)	Subtotal for Dept. Municipal Court
00020029 DLT SOLUTIONS 703-773- - CAD f	\$486.92	
00019675 BAILEYS ACE HARDWARE - Purchas	\$9.98	
00019544 SAFEWAY STORE 00004333 - Purch	\$3.99	
00019472 WW GRAINGER - Purchase	\$28.46	
00019721 MENARDS CASPER - Purchase	\$149.36	
00019886 CPS DISTRIBUTORS INC C - Purch	\$8.96	
00019579 CPS DISTRIBUTORS INC C - Purch	\$15.40	
00019847 THE HOME DEPOT 6001 - Purchase	\$9.37	
00017862 STOTZ EQUIPMENT - Purchase	\$547.93	
00019719 CPS DISTRIBUTORS INC C - Purch	\$31.01	
00019734 WW GRAINGER - Purchase	\$12.48	
00019781 CASPER CONTRACTORS SUP - Purch	\$30.26	
00019756 ATLAS OFFICE PRODUCTS - Purcha	\$14.14	
00019168 SAMSClub #6425 - Purchase	\$279.72	
00020027 OVERHEAD DOOR COMPANY - Purcha	\$802.79	
00019766 CASPER CONTRACTORS SUP - Purch	\$31.02	
00019418 BAILEYS ACE HARDWARE - Purchas	\$5.98	
00019247 MENARDS CASPER - Purchase	\$238.89	
00019834 CASPER CONTRACTORS SUP - Credi	(\$106.05)	
00019929 THE HOME DEPOT 6001 - Purchase	\$35.77	
00019127 SAMSClub #6425 - Purchase	\$1,118.88	
00019122 MENARDS CASPER - Purchase	\$349.82	
00019666 CASPER STAR TRIBUNE - Purchase	\$412.60	
00019897 THE HOME DEPOT 6001 - Purchase	\$38.87	
00019756 ATLAS OFFICE PRODUCTS - Purcha	\$70.57	
00019893 CASPER CONTRACTORS SUP - Purch	\$7.08	
00019707 CASPER CONTRACTORS SUP - Purch	\$221.36	
00019601 ATLAS OFFICE PRODUCTS - Purcha	\$60.20	
00019486 CPS DISTRIBUTORS INC C - Purch	\$139.25	
00019797 R & R REST STOPS - Purchase	\$6,516.98	
00019801 CASPER CONTRACTORS SUP - Purch	\$30.26	
00019351 GALLES GRNHS & HEPP LN - Purch	\$6,891.00	
00019587 NORCO INC - Purchase	\$88.39	
00019684 THE HOME DEPOT 6001 - Purchase	\$20.70	
00019667 STAPLES	\$14.99	
00019054 WYOMING RENTS - Purchase	\$700.00	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00019600	BAILEYS ACE HARDWARE - Purchas	\$42.91	
00019471	WYOMING RENTS - Credit	(\$525.00)	
00019759	BEARING BELTCHAIN00244 - Purch	\$17.76	
00019843	THE HOME DEPOT 6001 - Credit	(\$162.73)	
00019805	FLEMING SUPPLY - Purchase	\$4.95	
	\$18,695.22	Subtotal for Dept.	Parks
00020004	CASPER STAR TRIBUNE - Purchase	\$614.00	
00019782	ATLAS OFFICE PRODUCTS - Purcha	\$10.78	
00019856	CASPER STAR TRIBUNE - Purchase	\$31.90	
00019853	CASPER STAR TRIBUNE - Purchase	\$40.35	
00020006	CASPER STAR TRIBUNE - Purchase	\$614.00	
00019743	WM SUPERCENTER #1617 - Purchas	\$65.34	
00019961	USPS 57155809430310940 - Purch	\$7.61	
00020181	ATLAS REPRODUCTION - Purchase	\$30.00	
00019944	CASPER STAR TRIBUNE - Purchase	\$650.88	
00019617	ATLAS REPRODUCTION - Purchase	\$6.00	
00019992	CASPER STAR TRIBUNE - Purchase	\$614.00	
00020039	CASPER STAR TRIBUNE - Purchase	\$614.00	
00019709	WALGREENS #7601 - Purchase	\$10.48	
	\$3,309.34	Subtotal for Dept.	Planning
00018118	PLN PRICELINE HOTELS - Purchas	\$763.44	
00018609	CONOCO-MGM 6655 - Purchase	\$39.99	
00018617	NOLAND FEED INC. - Purchase	\$86.80	
00018696	CASPER STAR TRIBUNE - Purchase	\$830.00	
00020118	RICOH USA, INC - Purchase	\$31.35	
00019784	CENTRAL PAINT AND BODY - Purch	\$200.00	
00019442	KMART 4736 - Purchase	\$22.99	
00018295	LOAF N JUG #0119 Q81 - Purch	\$20.79	
00020088	RICOH USA, INC - Purchase	\$519.31	
00018703	K AND M PET PRODUCTS - Purchas	\$57.23	
00019628	ATLAS OFFICE PRODUCTS - Purcha	\$795.22	
00019402	WAL-MART #1617 - Purchase	\$31.08	
00019517	HOLIDAY INNS - Purchase	\$91.30	
00019396	SQ BRIAN SHAIN - Purchase	\$60.00	
00019539	FEDEXOFFICE 00009423 - Purch	\$824.80	
00019551	WESTERN LOCKSMITH - Purchase	\$12.50	
00019559	DEFENSIVE EDGE TRAININ - Purch	\$395.00	
00019576	OFFICE MAX - Purchase	\$76.93	
00019577	WAL-MART #1617 - Purchase	\$30.78	
00019578	OFFICE MAX - Purchase	\$68.37	
00020226	ATLAS OFFICE PRODUCTS - Purcha	\$120.98	
00019603	R & R REST STOPS - Purchase	\$138.92	
00019405	LA COCINA - Purchase	\$51.76	
00018707	ENTENMANN-ROVIN COMPAN - Purch	\$35.00	
00019588	WM SUPERCENTER #3778 - Purchas	\$30.78	
00020163	GAL UNIFORM&EQUIPMENT - Purcha	\$562.65	
00019865	THE HOME DEPOT 6001 - Purchase	\$45.80	
00019879	MAXS CONOCO - Purchase	\$3.34	
00019935	MAXS CONOCO - Purchase	\$119.89	
00018276	FACTORY OUTLET STORE - Purchas	\$84.99	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00020287 CASPER FIRE EXTINGUISH - Purch	\$35.10	
00018718 ENTENMANN-ROVIN COMPAN - Purch	\$106.00	
00019682 QUALITY OFFICE SOLUTIO - Purch	\$424.47	
00019937 MAXS CONOCO - Purchase	\$14.17	
00020145 Amazon.com - Purchase	\$610.45	
00020142 EXXONMOBIL 45374030 - Purch	\$44.75	
00018715 NMI NATIONWIDE/ALLIED - Purcha	\$50.00	
00019444 IN POWDER RIVER SHRED - Purch	\$105.00	
00020177 ENTENMANN-ROVIN COMPAN - Purch	\$146.75	
00019874 OLDE MASTER ORIGINALS - Purcha	\$268.50	
00019807 NATIONAL MEDICAL SVC - Purchas	\$336.00	
00019408 MYRON CORP - Purchase	\$1,287.89	
00020137 FEDEX 92190182 - Purchase	\$66.72	
00019564 INT CERTIFIED BALANCE - Purcha	\$109.00	
00020249 HENSLEY BATTERY&ELECTR - Purch	\$11.20	
00018695 WENDYS - Purchase	\$46.37	
00019933 MCDONALD'S F35665 - Purchase	\$24.99	
00019887 ATLAS OFFICE PRODUCTS - Purcha	\$267.33	
00019113 PAYPAL FACTUALDIAG - Purchase	\$45.00	
00018740 NMI NATIONWIDE/ALLIED - Purcha	\$50.00	
00019477 GEARHART SINCLAIR - Purchase	\$25.30	
00019832 UNIVERSITY OF LOUISVIL - Purch	\$695.00	
00019739 NORCO INC - Purchase	\$105.23	
00019504 NOLAND FEED INC. - Purchase	\$27.70	
00018790 HARTZ E&F TOWING & REC - Purch	\$815.00	
	\$11,869.91	Subtotal for Dept. Police
00019419 MOUNTAIN VIEW SUB SHOP - Purch	\$151.50	
00019153 QUALITY OFFICE SOLUTIO - Purch	\$246.00	
	\$397.50	Subtotal for Dept. Police Grants
00019674 TIMOTHY G KLINKER MD - Purchas	\$255.00	
	\$255.00	Subtotal for Dept. Property & Liability Insurance
00019819 STAPLES 00114181 - Purch	\$7.18	
00019811 CRESCENT ELECTRIC 103 - Purcha	\$279.24	
00019777 SAMS CLUB #6425 - Purchase	\$42.11	
00019793 AMAZON MKTPLACE PMTS - Purchas	\$58.95	
00019817 ATLAS OFFICE PRODUCTS - Purcha	\$15.55	
00019949 ATLAS OFFICE PRODUCTS - Purcha	\$57.15	
00019777 SAMS CLUB #6425 - Purchase	\$42.09	
00019651 OVERHEAD DOOR COMPANY - Purcha	\$90.00	
00019980 NOBE INC. - Purchase	\$880.00	
00019976 ATLAS OFFICE PRODUCTS - Purcha	\$292.14	
00019976 ATLAS OFFICE PRODUCTS - Purcha	\$277.45	
00019699 BAILEYS ACE HARDWARE - Purchas	\$4.98	
00019966 TARGET 00001644 - Purch	\$29.10	
00019819 STAPLES 00114181 - Purch	\$46.61	
	\$2,122.55	Subtotal for Dept. Recreation
00019823 QUALITY OFFICE SOLUTIO - Purch	\$2.29	
00019849 QUALITY OFFICE SOLUTIO - Purch	\$14.99	
00019859 QUALITY OFFICE SOLUTIO - Purch	\$96.07	
00019837 QUALITY OFFICE SOLUTIO - Purch	\$19.76	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00018732	Galls Intern - Purchase	\$496.88	
00019646	THE HOME DEPOT 6001 - Purchase	\$71.00	
00019941	ALSCO SLCAS - Purchase	\$55.20	
00019534	LOVE S COUNTRY00002204 - Purch	\$160.00	
00019938	LOVE S COUNTRY00002204 - Purch	\$148.00	
00019804	QUALITY OFFICE SOLUTIO - Purch	\$148.95	
00019668	MICHAELS FENCE & SUPPL - Purch	\$21.92	
00019689	WYOMING STEEL AND RECY - Purch	\$6,113.70	
00019596	SUTHERLANDS 2219 - Purchase	\$45.38	
	\$7,394.14	Subtotal for Dept.	Refuse Collection
00019778	SQ D.P.INDUSTRIAL - Purchase	\$1,622.50	
00019716	CASPER COLLEGE - Purchase	\$80.00	
00019769	CASPER COLLEGE - Purchase	\$80.00	
00019485	ALSCO SLCAS - Purchase	\$160.68	
00019501	CALIFORNIA CONTRACTORS - Purch	\$215.76	
00019758	CASPER COLLEGE - Purchase	\$80.00	
00019729	CASPER COLLEGE - Purchase	\$80.00	
00019683	SAMSClub #6425 - Purchase	\$95.36	
00019722	CASPER COLLEGE - Purchase	\$80.00	
	\$2,494.30	Subtotal for Dept.	Sewer
00019135	DELTA 00675005406305 - Pur	\$553.70	
	\$553.70	Subtotal for Dept.	Social Community Services
00019708	3 SISTERS TRUCK STOP - Purchas	\$82.31	
	\$82.31	Subtotal for Dept.	Special Assistance
00019763	AMERIGAS AMERIGAS - Purcha	\$75.93	
00019826	CASPER CONTRACTORS SUP - Purch	\$664.95	
00019601	ATLAS OFFICE PRODUCTS - Purcha	\$203.86	
00019356	CASPER CONTRACTOR SUPP - Purch	\$71.48	
00019667	STAPLES 00114181 - Purch	\$15.00	
00020003	MARIC SALES - Purchase	\$3,831.77	
00019610	AMERIGAS AMERIGAS - Purcha	\$126.29	
	\$4,989.28	Subtotal for Dept.	Streets
00019693	HD SUPPLY UTILITIES, L - Purch	\$78.09	
	\$78.09	Subtotal for Dept.	Traffic
00019983	ATLAS OFFICE PRODUCTS - Credit	(\$10.86)	
00019686	PENTAIR VALVES & CONTR - P	\$5,644.00	
00019962	STAPLES 00114181 - Purch	\$14.49	
00019959	HOSE & RUBBER SUPPLY - Pur	\$26.00	
00019611	COWBOY ELECTRICAL SERV - Purch	\$250.00	
00019958	WW GRAINGER - Purchase	\$80.16	
00019955	ATLAS OFFICE PRODUCTS - Purcha	\$304.42	
00019524	UEI WATER PROGRAM - Purchase	\$109.00	
00019679	SIEMENS WATER TECHNOLO - Purch	\$359.00	
00019772	JWC - Purchase	\$907.02	
00020050	DEWITT WATER - Purchase	\$50.00	
00019680	HENSLEY BATTERY&ELECTR - P	\$87.56	
00020044	WW GRAINGER - Purchase	\$58.38	
00020041	CASPER COLLEGE - Purchase	\$100.00	
00019864	BAILEYS ACE HARDWARE - Purchas	\$89.82	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00019806	TFS FISHER SCI ATL - Purchase	\$373.70	
00020037	CASPER COLLEGE - Purchase	\$120.00	
00019969	SAMSCLUB #6425 - Purchase	\$90.72	
00019695	ENERGY LABORATORIES - Purchase	\$35.00	
00019726	ATLAS OFFICE PRODUCTS - Purcha	\$10.86	
00019930	POWER EQUIPMENT CO CAS - Purch	\$1,798.44	
00019731	BARGREEN WYOMING 25 - Purchase	\$328.42	
00019945	ALSCO SLCAS - Purchase	\$594.15	
00019866	QA BALANCE SERVICES IN - Purch	\$377.00	
00019633	USPS 57155809430310940 - Purch	\$1.40	
00019869	ASAP RADIATOR AND SUPP - Purch	\$134.56	
00019972	ENERGY LABORATORIES - Purchase	\$313.00	
00019815	REXEL 3212 - Purchase	\$1,453.60	
00019850	BLOEDORN LUMBER CASPER - Purch	\$10.73	
00019922	BEARING BELTCHAIN00244 - Purch	\$47.94	
00019858	BEARING BELTCHAIN00244 - Purch	\$71.82	
00020078	MICHAELS FENCE & SUPPL - P	\$173.57	
00019704	KNIFE RIVER 5701 - Purchase	\$90.09	
00020011	COWBOY ELECTRICAL SERV - Purch	\$82.50	
		\$14,176.49	Subtotal for Dept. Waste Water
00019800	IN GREAT PLAINS CLEAN - Purch	\$11.97	
00019860	DIAMOND VOGEL PAINT #7 - Purch	\$17.88	
00019685	HOLIDAY LODGE - Purchase	\$70.85	
00019903	DANA KEPNER CO. - Purchase	\$1,872.58	
00019868	USA BLUE BOOK - Purchase	\$354.71	
00019625	CRESCENT ELECTRIC 103 - Credit	(\$6.84)	
00020001	CASPER CONTRACTORS SUP - Purch	\$309.29	
00019640	SUTHERLANDS 2219 - Purchase	\$6.56	
00019594	CRESCENT ELECTRIC 103 - Purcha	\$143.61	
00020045	SUTHERLANDS 2219 - Purchase	\$10.78	
00019795	ENERGY LABORATORIES, I - Purch	\$316.10	
00019973	ENERGY LABORATORIES, I - Purch	\$1,190.00	
00019951	ATLAS OFFICE PRODUCTS - Purcha	\$10.86	
00019948	ALSCO SLCAS - Purchase	\$632.92	
00019968	DECKER AUTO GLASS - Purchase	\$68.68	
00019839	ENERGY LABORATORIES, I - Purch	\$279.00	
00019838	ENERGY LABORATORIES, I - Purch	\$164.85	
00019724	GANNETT GRILL LANDER B - Purch	\$17.75	
00019840	ENERGY LABORATORIES, I - Purch	\$340.00	
00019747	MR. D'S FOOD CENTER - Purchase	\$17.12	
00019812	BEARING BELTCHAIN00244 - Purch	\$11.17	
00019975	ENERGY LABORATORIES, I - Purch	\$20.00	
00019799	ATLAS OFFICE PRODUCTS - Purcha	\$16.88	
		\$5,876.72	Subtotal for Dept. Water
00019718	UPS 0000008F045W424 - Purchase	\$125.36	
00019749	UPS 0000008F045W414 - Purchase	\$226.20	
00019621	ANALYTICAL SERVICES IN - Purch	\$365.00	
00019623	ANALYTICAL SERVICES IN - Purch	\$280.00	
00019631	ANALYTICAL SERVICES IN - Purch	\$280.00	
00019639	WEAR PARTS INC - Purchase	\$68.32	

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

00019654 WW GRAINGER - Purchase	\$22.31	
00019612 ANALYTICAL SERVICES IN - Purch	\$280.00	
00019620 ANALYTICAL SERVICES IN - Purch	\$280.00	
00019637 ANALYTICAL SERVICES IN - Purch	\$365.00	
00019608 ANALYTICAL SERVICES IN - Purch	\$280.00	
00019614 WW GRAINGER - Purchase	\$8.94	
00019736 ALBERTSONS #2060 - Purchase	\$66.12	
	\$2,647.25	Subtotal for Dept. Water Treatment Plant
00020020 INTL SOC ARBORICULTURE - Purch	\$130.00	
00020029 DLT SOLUTIONS 703-773- - CAD f	\$486.92	
00019185 CASPER CONTRACTOR SUPP - Purch	\$42.75	
	\$659.67	Subtotal for Dept. Weed And Pest
	\$184,322.63	Subtotal for Vendor

RAMSHORN CONSTRUCTION, INC.

RIN0024578 MCKINLEY STREET IMPROVEMENTS	\$12,541.67	
	\$12,541.67	Subtotal for Dept. Sewer
RIN0024578 MCKINLEY STREET IMPROVEMENTS	\$136,779.02	
	\$136,779.02	Subtotal for Dept. Streets
RIN0024578 MCKINLEY STREET IMPROVEMENTS	\$266.67	
	\$266.67	Subtotal for Dept. Water
	\$149,587.36	Subtotal for Vendor

REX ROBERTSON COMP INC

RIN0024588 REFUND	\$30.00	
	\$30.00	Subtotal for Dept. General Fund
	\$30.00	Subtotal for Vendor

RICHARD YOUNG

RIN0024555 TRAVEL EXPENSE	\$112.55	
	\$112.55	Subtotal for Dept. Fort Caspar
	\$112.55	Subtotal for Vendor

ROBERT WEANT

2-4305-0164 PANT REIMBURSEMENT	\$62.97	
	\$62.97	Subtotal for Dept. Water
	\$62.97	Subtotal for Vendor

SCOTT LOW

RIN0024559 ALTERATION CLASS A	\$47.25	
RIN0024559 CHARITY EVENT AT STATION	\$99.61	
	\$146.86	Subtotal for Dept. Fire
	\$146.86	Subtotal for Vendor

SCOTT SHIPMAN

425000603933 CLOTHING REIMBURSEMENT	\$79.20	
	\$79.20	Subtotal for Dept. Water
	\$79.20	Subtotal for Vendor

SCOTT WIRTZ

RIN0024581 TRAVEL EXPENSE	\$194.00	
	\$194.00	Subtotal for Dept. Traffic

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

\$194.00 Subtotal for Vendor

SENIOR PATIENT ADVOCATES

2014-1232 MEDICARE CONSULTING FEES
2014-1276 MEDICARE CONSULTING FEES

\$450.00
\$450.00

\$900.00 Subtotal for Dept. Health Insurance
\$900.00 Subtotal for Vendor

SHAIN, WANDA

0023150877 REFUND

\$19.56

\$19.56 Subtotal for Dept. Water
\$19.56 Subtotal for Vendor

SKAGGS, KATHLEEN

0023150885 REFUND

\$58.18

\$58.18 Subtotal for Dept. Water
\$58.18 Subtotal for Vendor

SPORT SYSTEMS UNLIMITED CORP

RIN0024574 RETAINAGE

(\$13,745.00)

(\$13,745.00) Subtotal for Dept. Capital Projects

RIN0024574 CEC DASHER BOARDS AND ICE COVE

\$137,450.00

\$137,450.00 Subtotal for Dept. Casper Events Center
\$123,705.00 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

844519 NORTH PLATTE RIVER RESPORATION

\$10,565.35

\$10,565.35 Subtotal for Dept. Streets
\$10,565.35 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

RIN0024617 SALES TAX
RIN0024617 SALES TAX

\$2.54
\$4.36

\$6.90 Subtotal for Dept. Aquatics

RIN0024617 SALES TAX

\$105.21

\$105.21 Subtotal for Dept. Balefill

RIN0024617 SALES TAX
RIN0024617 SALES TAX

\$479.76
\$1,252.29
\$1,219.74
\$41.54
\$84.14
\$241.48
\$244.10
\$7,567.14

\$11,130.19 Subtotal for Dept. Casper Events Center

RIN0024617 SALES TAX

\$223.76

\$223.76 Subtotal for Dept. Fort Caspar

RIN0024617 SALES TAX

\$511.07

\$511.07 Subtotal for Dept. Ice Arena

RIN0024617 SALES TAX

\$0.14

\$0.14 Subtotal for Dept. Recreation

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

\$11,977.27 Subtotal for Vendor

STOTZ EQUIPMENT

E01534 USED JOHN DEERE 2500B DIESEL M

\$24,992.90

\$24,992.90 Subtotal for Dept. Aquatics

E01741 NEW JOHN DEERE 1600 TURBO SERI

\$45,752.24

\$45,752.24 Subtotal for Dept. Parks

\$70,745.14 Subtotal for Vendor

SUPERIOR STRUCTURES CORP.

209 LIFESTEPS REPAIRS - C, E, K

\$1,441.36

\$1,441.36 Subtotal for Dept. Life Steps Campus

209 234 S.DAVID WEATHER STRIP.U.R.

\$110.75

\$110.75 Subtotal for Dept. Planning

\$1,552.11 Subtotal for Vendor

TIFFANY ELHART

2041813 CLOTHING REIMBURSEMENT

\$328.28

\$328.28 Subtotal for Dept. Police

\$328.28 Subtotal for Vendor

TOLAR, BRITTANIE

0023150886 REFUND

\$55.74

\$55.74 Subtotal for Dept. Water

\$55.74 Subtotal for Vendor

TRETO CONST.

1297A RETAINAGE

\$6,145.00

\$6,145.00 Subtotal for Dept. Balefill

\$6,145.00 Subtotal for Vendor

UNITED WAY OF NATRONA COUNTY

RIN0024547 SUPPLIES FOR KICK-OFF EVENT

\$3,500.00

\$3,500.00 Subtotal for Dept. Social Community Services

\$3,500.00 Subtotal for Vendor

VENTURE TECHNOLOGIES

SIN008212 FIVE NEW CISCO IP 7975 PHONES

\$3,109.30

\$3,109.30 Subtotal for Dept. Balefill

\$3,109.30 Subtotal for Vendor

VERIZON WIRELESS

9733956554 COMMAND BUS SERVICE

\$122.05

\$122.05 Subtotal for Dept. Communications Center

\$122.05 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0024562 WATER USAGE

\$52.70

\$52.70 Subtotal for Dept. Water Treatment Plant

\$52.70 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC14021-1002 SKI PATROL HUT/FLOORS

\$1,450.00

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

\$1,450.00 Subtotal for Dept. Hogadon
\$1,450.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

140090009 RAW WATER IRRIGATION SYSTEM

\$39,882.37

\$39,882.37 Subtotal for Dept. Parks

130130021 MIDWEST AVE RECONSTRUCTION PRO

\$1,167.50

\$1,167.50 Subtotal for Dept. Streets

112490021 ROBERTSON RD WATER MAIN PROJ

\$4,393.88

\$4,393.88 Subtotal for Dept. Water

\$45,443.75 Subtotal for Vendor

WESTNET, INC.

22934 DRBELL INSTALL SNT #2 FIRE

\$786.50

\$786.50 Subtotal for Dept. Fire

22938 WESTNET SERVICE CONTACT FOR NE

\$14,951.57

\$14,951.57 Subtotal for Dept. Fire Dept

\$15,738.07 Subtotal for Vendor

WILLIAM C. LUBEN

RIN0024610 REFUND

\$46.16

\$46.16 Subtotal for Dept. Balefill

\$46.16 Subtotal for Vendor

WOLF GANG OF WY

1016 NOV CH 3 TV PRODUCTION

\$3,833.33

\$3,833.33 Subtotal for Dept. Council

\$3,833.33 Subtotal for Vendor

WORTHINGTON, LENHART & CARPENTER

2014-11525 FIRST ST ROADWAY IMPROVEMENTS

\$14,603.94

\$14,603.94 Subtotal for Dept. Streets

2014-11525 FIRST ST. ROADWAY IMPROVEMENTS

\$5,977.31

\$5,977.31 Subtotal for Dept. Water

\$20,581.25 Subtotal for Vendor

WRIGHT BROTHERS, THE BUILDING COMPANY

RIN0024592 RETAINAGE

(\$1,567.12)

(\$1,567.12) Subtotal for Dept. Capital Projects

RIN0024592 GOLF COURSE MAINTENANCE FACILI

\$110,679.07

\$110,679.07 Subtotal for Dept. Golf Course

\$109,111.95 Subtotal for Vendor

WY. DEPT. OF WORKFORCE SVCS.

RIN0024573 3 QTR/CEC - FOOD SERVICE

\$1,728.00

RIN0024573 3 QTR/CEC

\$4,657.17

\$6,385.17 Subtotal for Dept. Casper Events Center

RIN0024573 3 QTR - PSCC

\$1,804.48

\$1,804.48 Subtotal for Dept. Communications Center

RIN0024573 3 QTR - POLICE

\$1,610.00

\$1,610.00 Subtotal for Dept. Police

Bills and Claims

City of Casper

05-Nov-14 to 18-Nov-14

RIN0024573 3 QTR/CASPER RECREATION CENTER

\$14.32

\$14.32 Subtotal for Dept. Recreation

RIN0024573 3 QTR - STREETS

\$1,404.50

\$1,404.50 Subtotal for Dept. Streets

\$11,218.47 Subtotal for Vendor

WY. LAW ENFORCEMENT ACADEMY

S-8876 LEADERSHIP TRAINING

\$425.00

S-8876C CREDIT MEMO FOR TRAINING

(\$144.00)

\$281.00 Subtotal for Dept. Police

\$281.00 Subtotal for Vendor

WY. SPECIAL OLYMPICS

RIN0024554 WY SPECIAL OLYMPICS FALL TOURN

\$600.00

RIN0024552 FALL TOURNAMENT

\$500.00

5739600 FY14 FALL TOURNAMENT

\$3,727.78

RIN0024553 FY14 FALL TOURNAMENT

\$227.78

\$5,055.56 Subtotal for Dept. Council

\$5,055.56 Subtotal for Vendor

WY. WATER QUALITY & POLLUTION CONTROL ASSOC.

2011-1575 WWQ&PCA CONFERENCE SBRAUCHIE

\$220.00

2011-1597 HOMELAND SECURITY LMCCARTNEY

\$90.00

\$310.00 Subtotal for Dept. Waste Water

\$310.00 Subtotal for Vendor

Grand Total

\$2,023,786.03

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 11/18/14

Payroll Disbursements

11/6/14	Regular Payroll	\$	1,101,560.17
1/6/14	Benefits & Deductions	\$	155,199.23

	Total Payroll	\$	<u>1,256,759.40</u>
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Additional Fees

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

	Total Additional AP	\$	<u>-</u>
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Casper Area Economic Development Alliance (CAEDA) Inc.

Resolution of Support for Casper City Manager John Patterson

Whereas, "CAEDA serves as the principal catalyst for economic development by leading, encouraging, and facilitating diversification and expansion of the Casper area economy" (Mission Statement);

Whereas, CAEDA would not exist and prosper in their mission without the support of the Casper City Council and the City Manager, John Patterson;

Whereas, John Patterson has served as an excellent, motivational and growth oriented leader in the City of Casper since 2011;

Whereas, John Patterson has lead the City of Casper in pursuing growth and development opportunities in the community;

Whereas, the City of Casper needs strong leadership during the current period of economic and population growth in Casper; and

Whereas, John Patterson has supported the CAEDA mission by striving to diversify and expand the economy of the City of Casper;

Now Therefore, be it Resolved, that the Casper Area Economic Development Alliance, Inc. supports the performance of John Patterson as the Casper City Manager and encourages John Patterson to retain his position as City Manager and leader of the community to sustain the continued diversification and growth of our community.

Passed, approved and adopted by the Board of Directors of the Casper Area Economic Development Alliance, Inc. this 6th day of November 2014.

A handwritten signature in cursive script, reading "Thomas Brauer", written over a horizontal line.

Thomas Brauer, Chairman

A handwritten signature in cursive script, reading "William Edwards", written over a horizontal line.

William Edwards, President/CEO

October 31, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Kenneth King, Fire Chief
SUBJECT: Establish December 2, 2014, as the public hearing date for consideration of the sale of the 1984 Emergency One Fire Engine and the Thermal Imaging Camera to Casper College.



Recommendation:

That Council, by minute action, establish December 2, 2014, as the public hearing date for the consideration of the sale of the 1984 Emergency One Fire Engine (Unit #111130) and Thermal Imaging Camera (Serial No. 170E) to Casper College for \$100.00.

Summary:

Staff proposes to sell one of the reserve engines now that the New Engine 1 and Engine 5 have arrived and were put into service. The Casper Fire-EMS department has an established relationship with the Casper College Fire Science Program. Many of the current, and some retired members, teach in the Program. A majority of our members come to employment with the City with a degree from Casper College or attain one after hire. It is for these reasons that staff sees value in selling these items to the College Fire Science Program.

The second item proposed to sell is an out of service Thermal Imaging Camera (TIC). Presently, this TIC is broken and we are no longer able to use it. Casper College has agreed to purchase this camera "as is" and pay for the refurbishment.

Staff proposes to sell both items to Casper College for a minimal dollar amount. The program they offer not only brings value to the community, but provides quality firefighters. Currently, fifty-seven of our seventy-eight Firefighters are Casper College graduates.

November 12, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish December 2, 2014, as public hearing date for consideration of an annexation of 23.43-acres, more or less, being unofficially referred to as “The Open Space Addition,” the zoning of said property as PUD (Planned Unit Development) for inclusion into the McMurry Business Park PUD, and also approving the associated Annexation Agreement.

Recommendation:

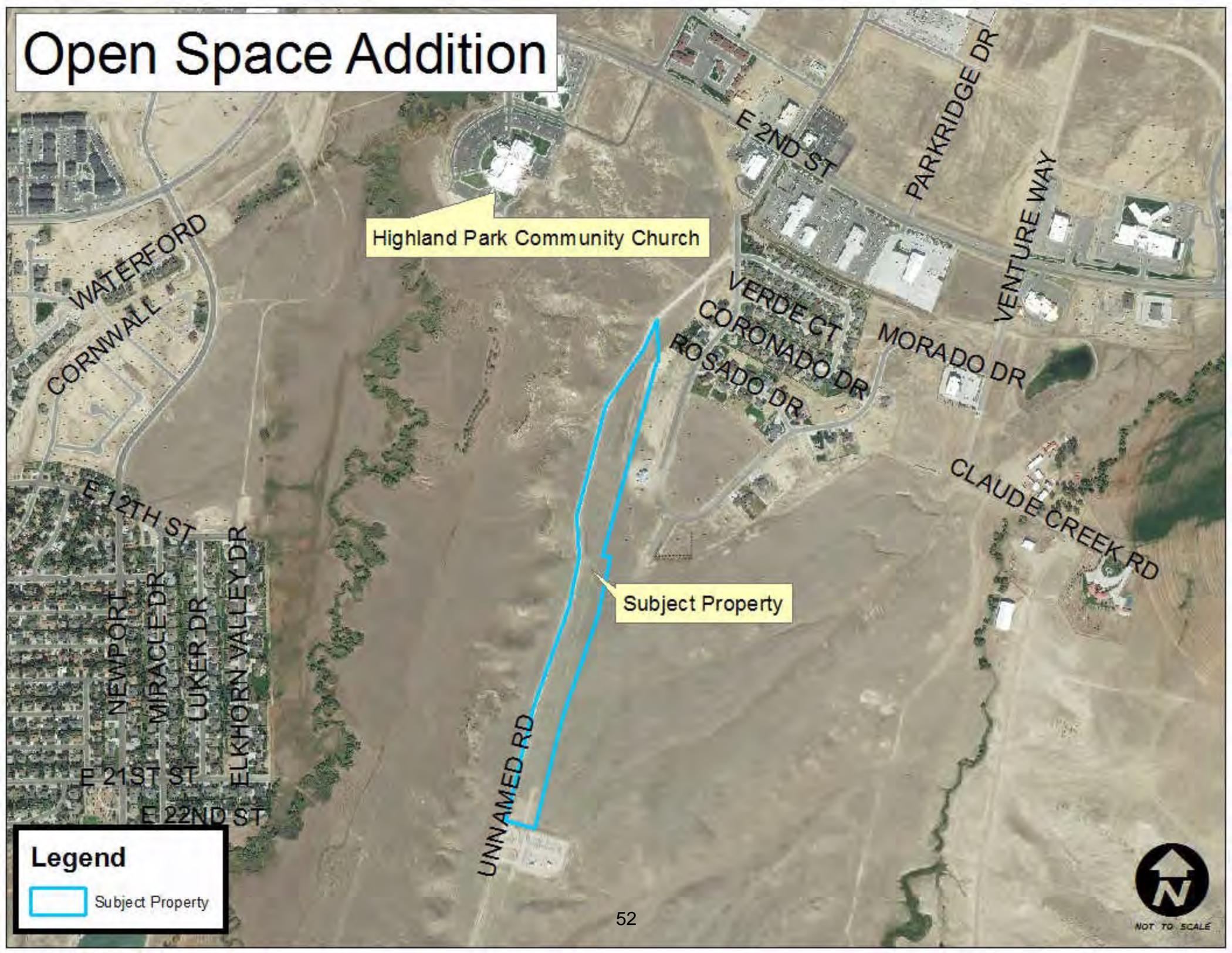
That Council, by minute action, establish December 2, 2014, as the public hearing date for consideration of the annexation of 23.43-acres, more or less, being unofficially referred to as “The Open Space Addition,” the zoning of said property as PUD (Planned Unit Development) for inclusion into the McMurry Business Park PUD, and also approving the associated Annexation Agreement.

Summary:

VA Resources, LLC and Eastgate Ranches, LLC have applied to annex 23.43-acres, more or less, being referred to unofficially as “The Open Space Addition,” generally located south of East 2nd Street, and west of The Heights Addition. The applicants are requesting that the property be zoned PUD (Planned Unit Development) and incorporated into the McMurry Business Park PUD. The current zoning of the property, under the Natrona County Zoning Resolution, is UA (Urban Agriculture). The property is not being platted at this time; and instead is being annexed via an annexation map (or survey).

The Planning and Zoning Commission recommended approval of the annexation and zoning after a public hearing on October 28, 2014. There were no public comments received.

Open Space Addition



Highland Park Community Church

Subject Property

Legend

 Subject Property

November 12, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a zone change of Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV, located east of South McKinley Street at the intersection of East 26th Street, from R-3 (One to Four Unit Residential) to R-4 (High-Density Residential).

Recommendation:

That Council, by minute action, establish December 2, 2014 as the date of public hearing for consideration of an ordinance approving a zone change of Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV, located east of South McKinley Street at the intersection of East 26th Street, from R-3 (One to Four Unit Residential) to R-4 (High-Density Residential).

Summary:

Carlos and David Iparraguirre have requested a zone change of Tract B, Falcon Crest III and Tracts B and C, Falcon Crest IV, from R-3 (One to Four Unit Residential) to R-4 (High Density Residential). The properties currently stand as vacant grass lots. Surrounding zoning in the area is R-3 (One to Four Unit Residential) to the north, east and west, and unincorporated County land to the south. Existing land uses are predominantly multi-family residential. The area involved in the zone change is approximately 1.7-acres, more or less. The intent of the applicants is to construct and manage multi-family housing on the properties. As the properties are currently zoned, the maximum number of dwelling units per lot is four (4). With the approval of a zone change to R-4 (High Density Residential), the maximum density would be up to thirty (30) units per acre.

The Planning and Zoning Commission recommended approval of the zone change after a public hearing held on October 28, 2014. There were two (2) letters of opposition received; however, there were no public comments either for or against the zone change at the public hearing.

S McKinley - Falcon Crest III & IV



Subject Property

Legend

 Subject Property


NOT TO SCALE

November 24, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a plat creating the Harmony Hills Addition No. 1, and a zone change of said Harmony Hills Addition No. 1 from PUD (Planned Unit Development) to an R-2 (One Unit Residential) zoning district.

Recommendation:

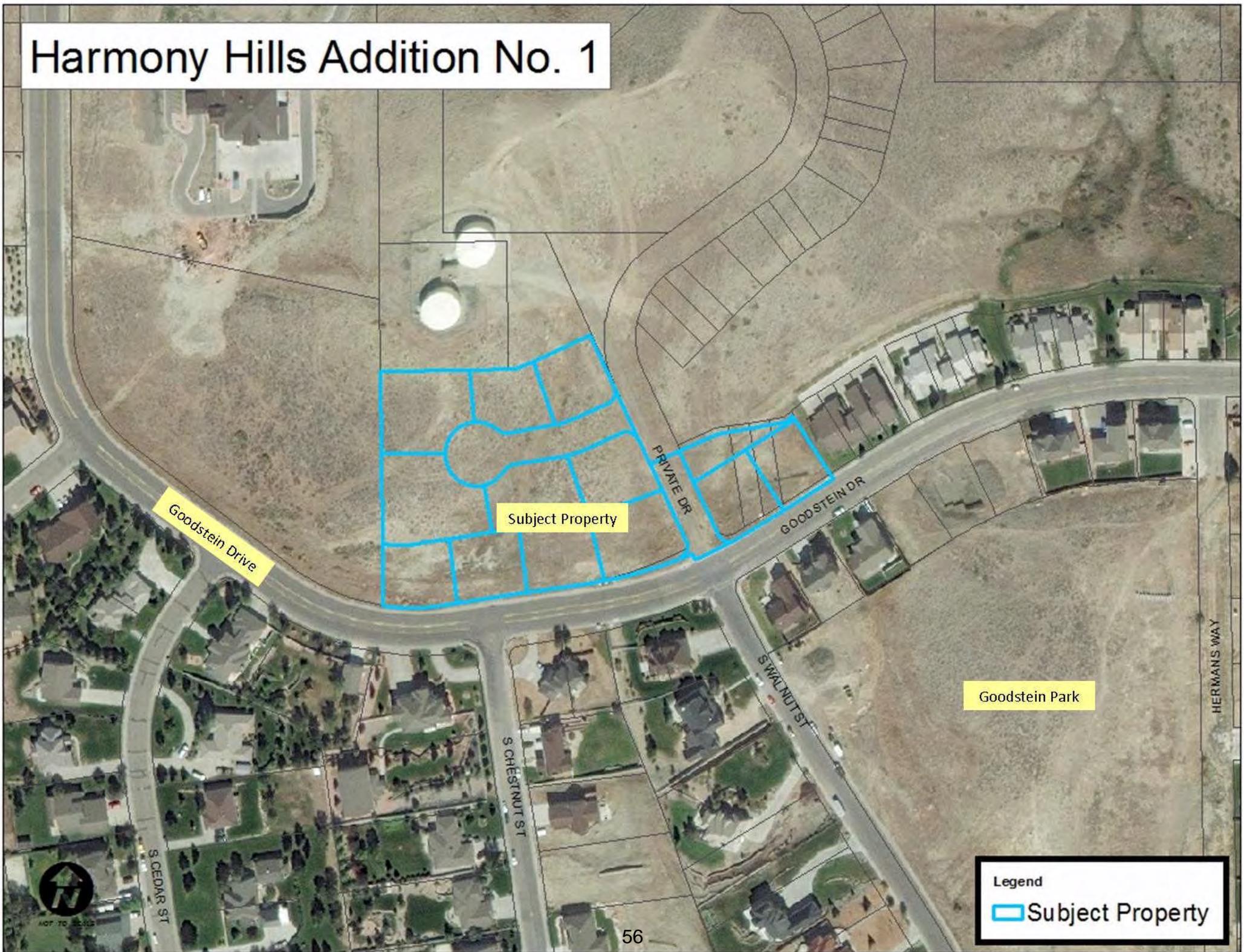
That Council, by minute action, establish December 2, 2014 as the public hearing date for consideration of an ordinance approving a vacation and replat of a portion of Sunrise Hills No. 9 and Lots 18-21, Garden Creek Hills Patio Homes No. 1, to create Harmony Hills Addition No. 1, comprising 4.217-acres, more or less, generally located at Goodstein Drive and Walnut Street to create Harmony Hills Addition No. 1; and rezoning of the same from PUD (Planned Unit Development) to R-2 (One Unit Residential).

Summary:

Serge M. and Lillian C.S.L. D'Elia have applied to replat 4.217-acres to create the Harmony Hills Addition No. 1. The subject property is currently undeveloped and is zoned as a PUD (Planned Unit Development). Land uses in the immediate area are predominately single family residential. The requested plat is replatting five (5) existing lots within Sunrise Hills No. 9 and Garden Creek Hills Patio Homes No. 1, to create thirteen (13) new lots. Additionally, the applicants have requested a rezone of the lots to R-2 for the development of single residential units.

The Planning and Zoning Commission approved the requested plat and zone change at their public hearing on October 28, 2014, and is forwarding a "do-pass" recommendation to the City Council. There were no public comments either for or against this case.

Harmony Hills Addition No. 1



Goodstein Drive

Subject Property

PRIVATE DR

GOODSTEIN DR

Goodstein Park

HERMANS WAY

S WALNUT ST

S CHESTNUT ST

S CEDAR ST

Legend

 Subject Property



November 26, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of ordinance amendment to Section 17.94.130 (Design standards for Roof Signs) of the Casper Municipal Code, to allow roof signs in the Old Yellowstone District.

Recommendation:

That Council, by ordinance, approve an amendment to Section 17.94.130 (Design standards for Roof Signs) of the Casper Municipal Code, to allow roof signs in the Old Yellowstone District.

Summary:

In June 2008, the City Council adopted the Form-Based Code for the area referred to as the Old Yellowstone District (OYD) and South Poplar Street Corridor. The Form-Based Code was a new concept for the City, as it relies heavily on design standards and building types rather than regulating uses by specific, isolated districts as conventional zoning does.

In the first year of the Form Based Code, The City became aware of a need to allow flexibility in the OYD building design standards as they worked with developers who are creative and like to work with non-traditional materials. However, staff is also highly cognizant that the intent of the design standards is to provide quality and consistency of the architecture of structures in the OYD District.

Signage is an important design element of the environment which serves to express both the owner of the sign and the community. Roof signs can contribute mightily to the architectural and historic nature of the buildings within the Old Yellowstone District. Consistent placement of signs according to building type, size, location, and even building materials creates a visual pattern that the pedestrian or driver can easily interpret and utilize to the mutual benefit of merchants, tourists, and customers.

Both the OYD Advisory Committee and the Architectural Review Committee have reviewed the proposed amendment and recommend in favor of its approval. The Planning and Zoning Commission held a public hearing on October 28, 2014, and recommended, by a vote of 4 in favor, and 2 opposed, to approve the proposed amendment. The two (2) members who spoke in opposition to the amendment were in favor of the concept of allowing rooftop signage; however, they were concerned with the scale/size of the signs in relation to the buildings on which they could be placed. Their feeling was that the rooftop

signs only belong on tall buildings, and the allowable size of the signs was too large and out of scale. The majority of the Planning and Zoning Commission disagreed, and approved the ordinance, as presented.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17.94.130 (DESIGN STANDARDS FOR ROOF SIGNS) OF CHAPTER 17.94 OF THE CASPER MUNICIPAL CODE, PERTAINING TO THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR FORM-BASED CODE.

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

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

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

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

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

SECTION 1:

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

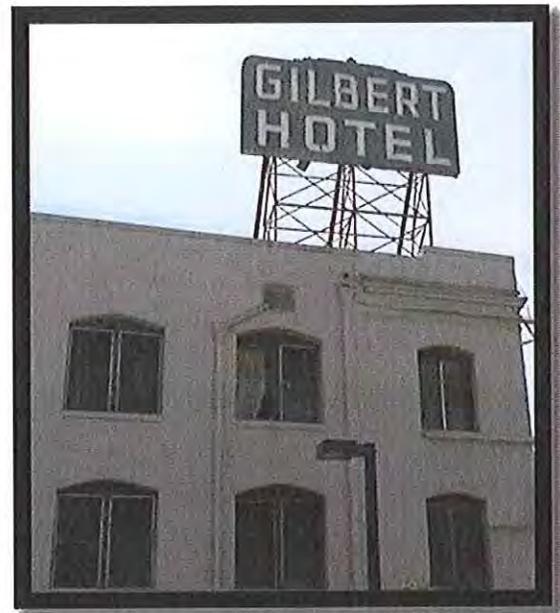
Roof Signs

A sign located on the roof that by its construction materials, age, prominent location, unique design or craftsmanship, provides historic character, individuality, and a sense of place or orientation regarding clues to the building's history may be permitted in the Old Yellowstone District. Roof signage is not permitted in the South Poplar Street Corridor. Roof Signs may be permitted by the Architectural Review Committee if demonstrated that the following requirements are met:

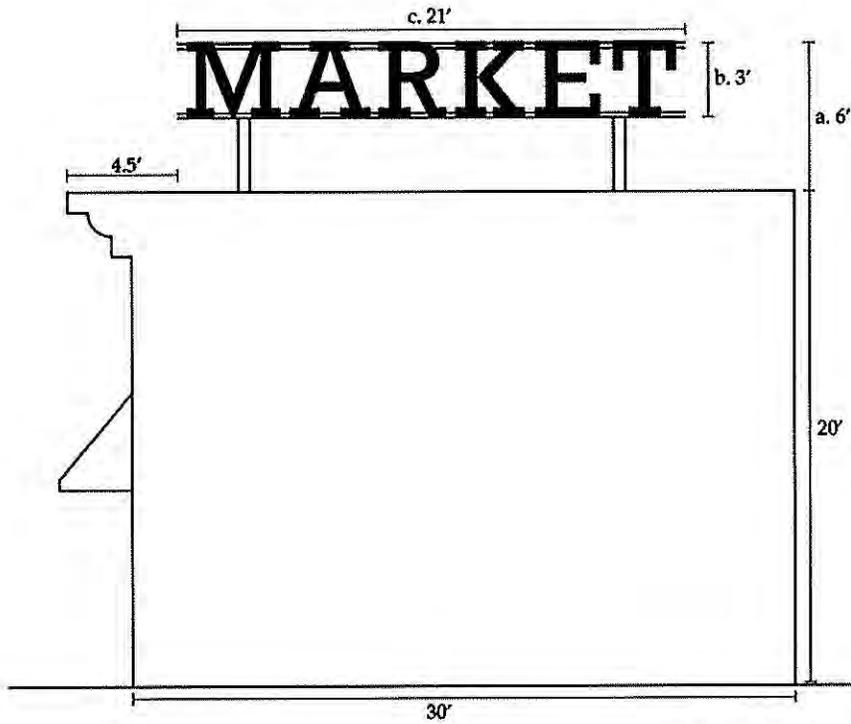


Roof Signs shall be iconic and culturally significant to the nature of the District.

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



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



Not to Scale

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

SECTION 2:

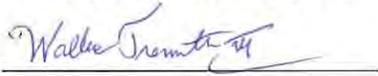
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 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

November 12, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish January 20, 2015, as Public Hearing Date for the consideration of annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of 23.43-acres, more or less, being unofficially referred to as “The Open Space Addition” complies with W.S. §15-1-402.

Recommendation:

That Council, by minute action, establish January 20, 2015, as the date of the public hearing to determine if the annexation of 23.43-acres, more or less, being unofficially referred to as “The Open Space Addition” complies with W.S. §15-1-402.

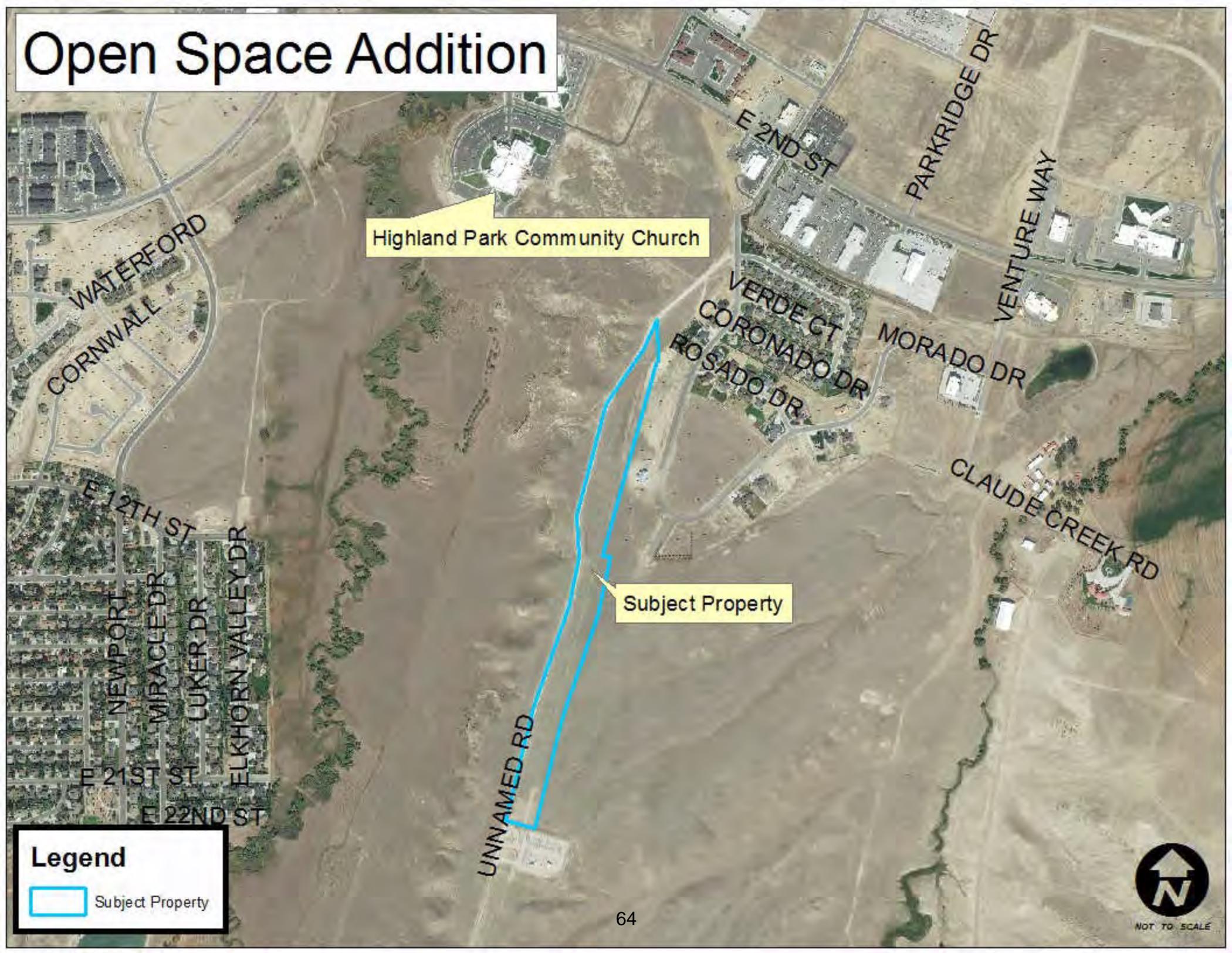
Summary:

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

VA Resources, LLC and Eastgate Ranches, LLC have applied to annex 23.43-acres, more or less, being referred to unofficially as “The Open Space Addition,” generally located south of East 2nd Street and west of The Heights Addition. The applicants are requesting that the property be zoned PUD (Planned Unit Development) and incorporated into the McMurry Business Park PUD. The current zoning of the property, under the Natrona County Zoning Resolution, is UA (Urban Agriculture). The property is not being platted at this time; and instead is being annexed via an annexation map (or survey).

The Planning and Zoning Commission recommended approval of the annexation and zoning after a public hearing on October 28, 2014. There were no public comments received.

Open Space Addition



Highland Park Community Church

Subject Property

Legend

 Subject Property



November 5, 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 North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision complies with W.S. §15-1-402.

Recommendation:

That Council, by resolution, find that the annexation of the North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision 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.

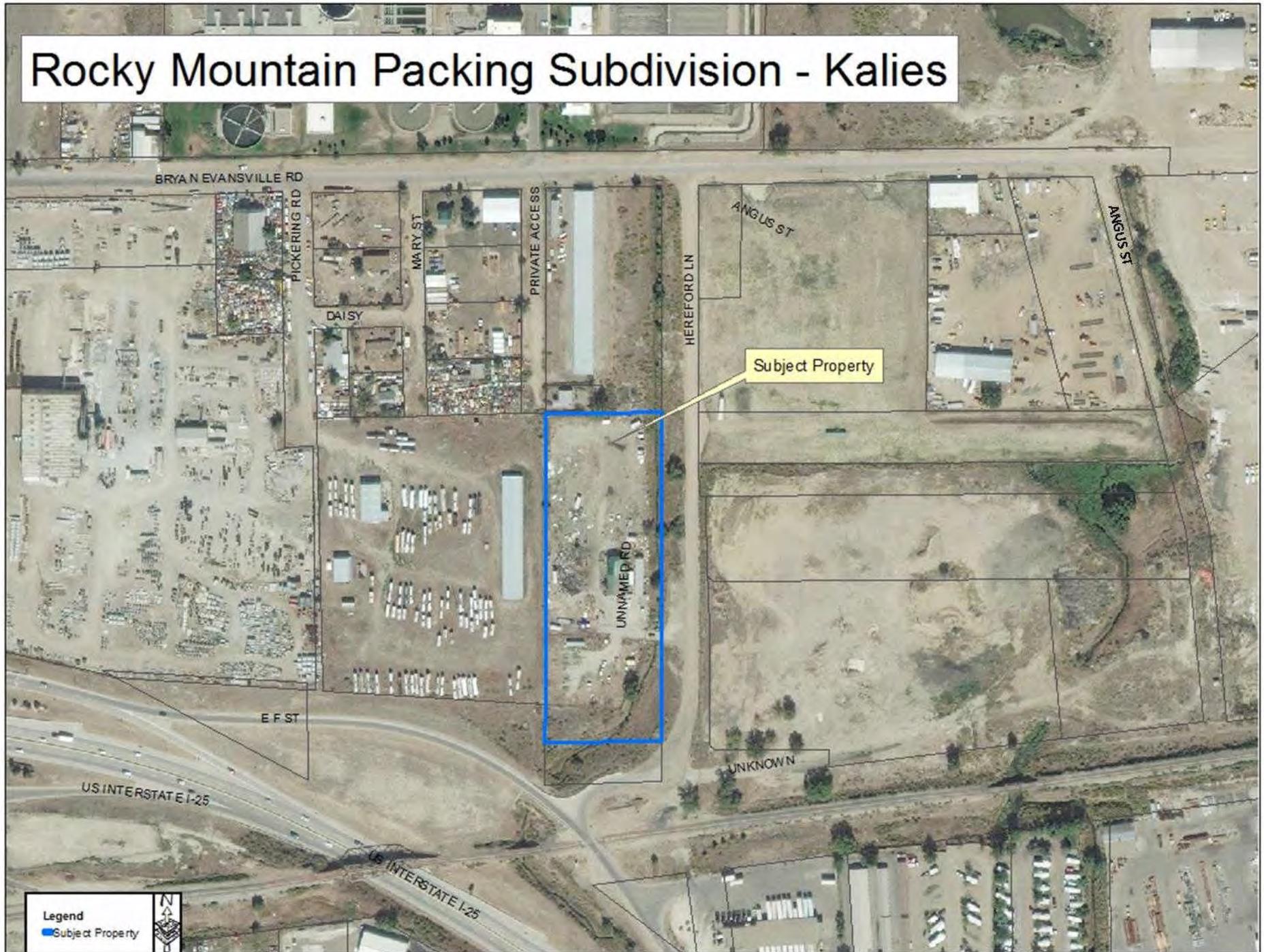
In approving the resolution on the compliance of the annexation with Wyoming State Statutes the Council is making the following findings:

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 November 18, 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 October 20, 2014 and October 24, 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.

Rocky Mountain Packing Subdivision - Kalies



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 Rocky Mountain Packing Subdivision 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

Rocky Mountain Packing Subdivision,
North 703 Feet of Tract 13

(3.939-Acres)

2014 ANNEXATION REPORT

October, 2014

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report is a summary and analysis of the cost of providing basic City services to a 3.939-acre property proposed for annexation to the City of Casper, described as the North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

Kevin Kalies has applied to annex 3.939-acres, more or less, described as the North 703 Feet of Tract 13, of the Rocky Mountain Packing Subdivision, located west of Hereford Lane; and to zone said property as M-2 (General Industrial). Surrounding City zoning classifications in the area are all M-2 (General Industrial). The property is accessed via Hereford Lane, connecting from either East F Street to the south, or Bryan Evansville Road to the north. The property is currently vacant, and there has been no indication from the applicant as to the potential use of the property in the future. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel.

DEVELOPMENT COSTS

There will not be any immediate publically-funded development costs associated with this annexation. The adjacent street, Hereford Lane on the west, is an unimproved (dirt) County road at this time. The annexation is being conditioned on the property owner's future participation in the construction of said street to bring it up to City standard specifications. There is no estimate as to when in the future the street will be constructed. At that time, the City may be required to participate in the construction of the street in some manner, such as the creation of a Local Assessment District (LAD).

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 subject property 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 2015 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 19,647 residential properties/accounts and 1,595 commercial properties/accounts, for an approximate total of 21,242 properties/accounts 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 226 properties per sworn officer in Casper. Based on the total budget for the Police Department and the approximate 21,242 properties served in the City of Casper, it is estimated that the cost to provide Police service is \$582 for each property in the City (\$12,360,949 current Police Department budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore, the estimated cost for providing Police Department service to this area is \$582 per year (\$582 x 1 new property). 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 276 properties per sworn fireman in Casper. It is estimated that the cost to provide fire service is \$412 for each property in Casper (\$8,756,974 current Fire Department budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore the total estimated cost for providing Fire Department service to this area is \$412 per year (\$412 x 1 new property). 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 \$195 for each property in the City (\$4,142,690 current Street Division budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore the total estimated cost for providing Street Division service to this area is \$195 per year (\$195 x 1 new property). Street Division 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/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 (\$1,858,231 current Planning/Building/Code Enforcement budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore the total estimated cost to the City for providing Planning, Building/Code Enforcement service to this area is \$87 per year (\$87 x 1 new property). 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 \$60 for each property in the City (\$1,280,657 current Traffic Division budget, divided by 21,242 properties).

The Traffic Division will not require any additional staff or equipment in order to provide Traffic Division service to this subdivision. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore the total estimated cost to the City for providing Traffic Division service to this area is \$60 per year (\$60 x 1 new property). 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 \$57 for each property in the City (\$1,217,383 current Engineering Division budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore, the total estimated cost to the City for providing Engineering Division service to this area is \$57 per year (\$57 x 1 new property). 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 (48%), mineral taxes (17%), and franchise fees (11%). 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 property 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: KEVIN KALIES
ADDRESS: 700 HEREFORD LN, CASPER, WY 82609
TELEPHONE: 405-249-5351 EMAIL: KKalies@att.net

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

PROPOSED NAME OF SUBDIVISION: TRITON
ADDRESS: 700 HEREFORD LN, CASPER, WY 82609
LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map):
TRACT 13 OF ROCKY MOUNTAIN PACKING SUBDIVISION
SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 3.939 acres

NUMBER OF LOTS AND BLOCKS: 1

PRESENT ZONING: HEAVY INDUSTRIAL (COUNTY) PROPOSED ZONING: M-2 GENERAL INDUSTRIAL

PRESENT LAND USE: OILFIELD SERVICES YARD

PROPOSED LAND USE: SAME

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: YES NO

IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse).

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: [Signature]

SIGNATURE OF PROPERTY OWNER: _____

DATE: 6-17-14

SUBMIT TO:
Community Development Department
Planning Division
200 N David, RM 203
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
www.casperwy.gov

COMPLETE SUBMITTAL NEEDS TO INCLUDE:

- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
- \$600 APPLICATION FEE & PROOF OF OWNERSHIP
- ANNEXATION MAP/PLAT
- EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS

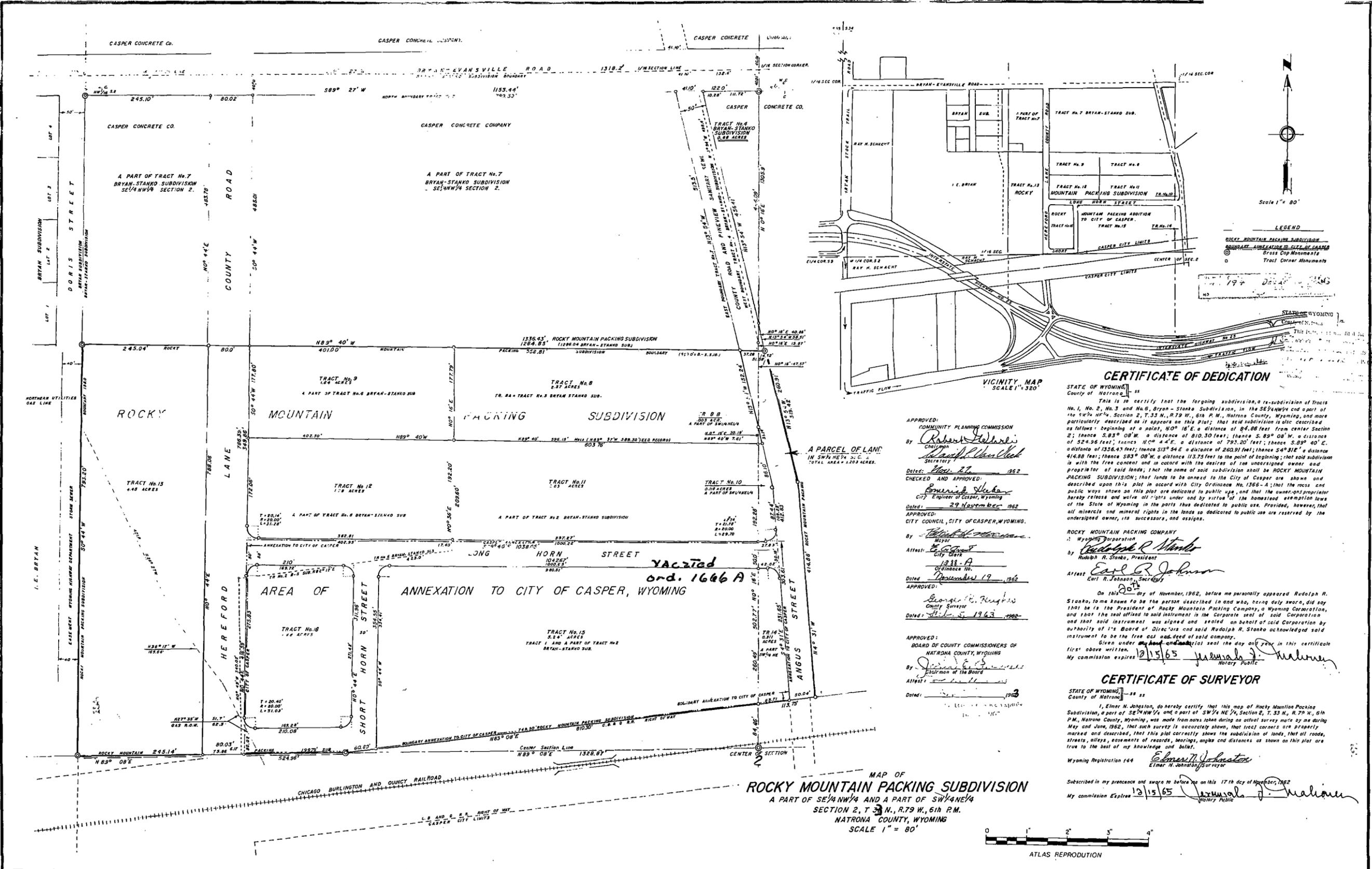
FOR OFFICE USE ONLY:

DATE SUBMITTED:

7/24/14

REC'D BY: [Signature]

Pocket 11
Folder 5



CERTIFICATE OF DEDICATION

STATE OF WYOMING, ss
County of Natrona, ss

This is to certify that the foregoing subdivision, a re-subdivision of Tracts No. 1, No. 2, No. 3 and No. 6, Bryan-Stanko Subdivision, in the SE 1/4 NW 1/4 and part of the SW 1/4 NE 1/4, Section 2, T. 33 N., R. 79 W., 6th P.M., Natrona County, Wyoming, and more particularly described as it appears on this plat; that said subdivision is also described as follows: beginning at a point, N 0° 16' E, a distance of 84.00 feet from center Section 2; thence S 89° 08' W, a distance of 810.30 feet; thence S 89° 08' W, a distance of 524.96 feet; thence N 0° 4' E, a distance of 793.20 feet; thence S 89° 40' E, a distance of 1336.43 feet; thence S 15° 54' E, a distance of 260.91 feet; thence S 4° 31' E, a distance of 414.88 feet; thence S 83° 08' W, a distance of 113.75 feet to the point of beginning; that said subdivision is with the free consent and in accord with the desires of the undersigned owner and proprietor of said lands; that the name of said subdivision shall be ROCKY MOUNTAIN PACKING SUBDIVISION; that lands to be annexed to the City of Casper are shown and described upon this plat in accord with City Ordinance No. 1365-A; that the roads and public ways shown on this plat are dedicated to public use, and that the owner and proprietor hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming in the lands thus dedicated to public use. Provided, however, that all minerals and mineral rights in the lands so dedicated to public use are reserved by the undersigned owner, his successors, and assigns.

APPROVED:
COMMUNITY PLANNING COMMISSION
By: *Rudolph R. Stanko*
Chairman
Earl R. Johnson
Secretary
Dated: Nov. 27, 1962

CHECKED AND APPROVED:
George W. Hughes
City Engineer of Casper, Wyoming
Dated: 29 November, 1962

APPROVED:
CITY COUNCIL, CITY OF CASPER, WYOMING.
By: *Earl R. Johnson*
Mayor
Attest: *Earl R. Johnson*
City Clerk
Dated: 1318-A
Ordinance No.
Dated: December 19, 1962

ROCKY MOUNTAIN PACKING COMPANY
A Wyoming Corporation
By: *Rudolph R. Stanko*
Rudolph R. Stanko, President
Attest: *Earl R. Johnson*
Earl R. Johnson, Secretary

On this 25th day of November, 1962, before me personally appeared Rudolph R. Stanko, to me known to be the person described in and who, being duly sworn, did say that he is the President of Rocky Mountain Packing Company, a Wyoming Corporation, and that the seal affixed to said instrument is the Corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and said Rudolph R. Stanko acknowledged said instrument to be the free act and deed of said company.

Given under my hand and official seal the day and year in this certificate first above written.
12/15/65 *James J. Maloney*
Notary Public

CERTIFICATE OF SURVEYOR

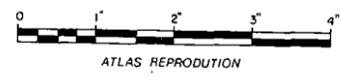
STATE OF WYOMING, ss
County of Natrona, ss

I, Elmer N. Johnston, do hereby certify that this map of Rocky Mountain Packing Subdivision, a part of SE 1/4 NW 1/4 and a part of SW 1/4 NE 1/4, Section 2, T. 33 N., R. 79 W., 6th P.M., Natrona County, Wyoming, was made from mensuration during an actual survey made by me during May and June, 1962, that such survey is accurately shown, that steel corners are properly marked and described, that this plat correctly shows the subdivision of lands, that all roads, streets, alleys, easements of records, bearings, angles and distances as shown on this plat are true to the best of my knowledge and belief.

Wyoming Registration 144
Elmer N. Johnston
Surveyor

Subscribed in my presence and sworn to before me on this 17th day of November, 1962
My commission expires 12/15/65 *James J. Maloney*
Notary Public

MAP OF
ROCKY MOUNTAIN PACKING SUBDIVISION
A PART OF SE 1/4 NW 1/4 AND A PART OF SW 1/4 NE 1/4
SECTION 2, T. 33 N., R. 79 W., 6th P.M.
NATRONA COUNTY, WYOMING
SCALE 1" = 80'



UTILITIES

Rocky Mountain Power

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

Century Link

Timothy Doyle
103 North Durbin Street
Casper, WY 82601
(307) 235-2479

Century Link

Tim Doyle
CenturyLink Engineer II
for Casper and Glenrock WY
4719 Ridge Rd
Cheyenne WY
Office# 307-771-6417
Cell# 307-509-9905

SourceGas

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

2013 TAX LEVIES FOR NATRONA COUNTY

TAXING DISTRICTS									
District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	NPWS	CASPER MOUNTAIN	SD #1
Dist #	150	151	152	153	154	155	125	121	120
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
Bond & 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							
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

**NORTH 703 FEET OF TRACT 13 OF THE ROCKY MOUNTAIN PACKING
SUBDIVISION
ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is made and entered into this _____ day of _____, 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. Kevin Kalies, 700 Hereford Lane, Casper, Wyoming 82609 ("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 3.939-acres, more or less, located at 700 Hereford Lane, and described as the North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to

the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.

- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 Other Requirements:

- a. At such time as directed by the City, the Owner shall be required to participate financially in a proportionate share of the cost of constructing/improving, to City standard specifications, the adjacent platted road (Hereford Lane), as depicted on the Rocky Mountain Packing Subdivision Plat.

SECTION 3 - OBLIGATIONS OF CITY

- 3.1 The zoning of the property shall be M-2 (General Industrial), as set forth in the Ordinance annexing and zoning the property.
- 3.2 The City shall provide all City services that are customarily available to other residents and property owners within the City.

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:

Kevin Kalies
700 Hereford Lane
Casper, Wyoming 82609

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

- j. **Headings:** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. **Survival:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. **Copies:** This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. **Authority:** Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

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

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

APPROVED AS TO FORM:

Wallace Tremblot

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS:

OWNER
Kevin Kalies

By: Brooke Webb

By: Kevin Kalies

Printed Name: Brooke Webb

Printed Name: Kevin Kalies

Title: Loan Assistant

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires:]

Oklahoma
STATE OF WYOMING)
Pottawatomie) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 15th day of September, 2014 by Kevin Kalies as the Owner of The North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision.

(Seal, if any)



Melissa Lantz
(Signature of notarial officer)

Notary Public
Title (and Rank)

[My Commission Expires: 3-2017]

RESOLUTION NO. 14-282

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF THE NORTH 703 FEET OF TRACT 13 OF THE ROCKY MOUNTAIN PACKING SUBDIVISION

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 North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision 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 November 18, 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 October 20, 2014 and October 24, 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. 24-14

AN ORDINANCE APPROVING THE ANNEXATION AND ZONING AS M-2 (GENERAL INDUSTRIAL), OF THE NORTH 703 FEET OF TRACT 13 OF THE ROCKY MOUNTAIN PACKING SUBDIVISION; AND ALSO APPROVING THE ASSOCIATED ANNEXATION AGREEMENT

WHEREAS, Kevin Kalies has applied to annex, and zone as M-2 (General Industrial), a 3.939-acre, more or less, parcel located at 700 Hereford Lane, being described as the North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision; 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 the zoning following a public hearing on August 26, 2014.

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

SECTION 1:

The annexation of the North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision 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 Annexation Agreement between the City of Casper and Kevin Kalies is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 3:

The North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision is hereby zoned M-2 (General Industrial).

SECTION 4:

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 7th day of October, 2014.

PASSED on 2nd reading the 21st day of October, 2014.

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

APPROVED AS TO FORM:

Walter Trembly

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

November 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Cancellation of the November 18, 2014 public hearing for the consideration of annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the DMK Subdivision complies with W.S. §15-1-402.

Recommendation:

That Council, by minute action, cancel the November 18, 2014, public hearing to determine if the annexation of the DMK Subdivision complies with W.S. §15-1-402.

Summary:

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

JJ Enterprises applied to annex, vacate and replat 5.43-acres, more or less, located at 5300 CY Avenue, to create the DMK Subdivision. The applicants have applied for C-4 (Highway Business) zoning for the subdivision. The subject property is surrounded by unincorporated (County) properties to the north, east, and across CY Avenue to the south, and by City properties zoned C-2 (General Business) to the west. Land uses in the surrounding area include predominantly single-family residential within the Paradise Valley PUD to the west; and commercial and industrial uses along the CY Avenue corridor. The proposed DMK Addition consists of two (2) lots, with proposed Lot 1 being approximately 1.79-acres in size, and proposed Lot 2 being approximately 2.92-acres in size. The purpose of the annexation, replat, and rezoning creating the DMK Addition is to prepare the property for the development of a retail store on the site.

The Subdivision Agreement has not yet been executed because the applicants are working through utility and infrastructure requirements at the site; therefore, the third and final reading on the ordinance, as well as the resolution accepting the annexation report, are being delayed.

November 5, 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 Tracts No. 8, 8B, 9, 10, 11, and 12 of the Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9, complies with W.S. §15-1-402.

Recommendation:

That Council, by resolution, find that the annexation of Tracts No. 8, 8B, 9, 10, 11, and 12 of the Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9, 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 November 18, 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 October 20, 2014 and October 24, 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.

Rocky Mount. Packing Subdivision - T/K Investments



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 Rocky Mountain Packing Subdivision 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:

Walter Thompson

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
V.H. McDonald
City Clerk

7/30/14
Date

Rocky Mountain Packing Subdivision,
Tracts No. 8, 8B, 9, 10, 11, and 12,
(Excepting the North 109.47 Feet of Tracts
No. 8 and 9)

(6.09-Acres)

2014 ANNEXATION REPORT

October, 2014

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report is a summary and analysis of the cost of providing basic City services to a 6.09-acre property proposed for annexation to the City of Casper, described as Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

T/K Investments has applied to annex 6.09-acres, more or less, located east of Hereford Lane and south of Bryan Evansville Road, and to zone said property as M-2 (General Industrial). Surrounding City zoning classifications in the area are all M-2 (General Industrial) and all surrounding land uses are industrial in nature. The property is accessed via Hereford Lane, connecting by either East F Street to the south, or Bryan Evansville Road to the north. The property is currently vacant, and there has been no indication from the applicant as to the potential use of the property in the future. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel.

DEVELOPMENT COSTS

There will not be any immediate publically-funded development costs associated with this annexation. The adjacent streets, Hereford Lane on the west, and Angus Street on the east, are unimproved (dirt) County roads at this time. The annexation is being conditioned on the property owner's future participation in the construction of said streets to bring them up to City standard specifications. There is no estimate as to when in the future the streets will be constructed. At that time, the City may be required to participate in the construction of the streets in some manner, such as the creation of a Local Assessment District (LAD).

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 subject property 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 2015 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 19,647 residential properties/accounts and 1,595 commercial properties/accounts, for an approximate total of 21,242 properties/accounts 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 226 properties per sworn officer in Casper. Based on the total budget for the Police Department and the approximate 21,242 properties served in the City of Casper, it is estimated that the cost to provide Police service is \$582 for each property in the City (\$12,360,949 current Police Department budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore, the estimated cost for providing Police Department service to this area is \$582 per year (\$582 x 1 new property). 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 276 properties per sworn fireman in Casper. It is estimated that the cost to provide fire service is \$412 for each property in Casper (\$8,756,974 current Fire Department budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore the total estimated cost for providing Fire Department service to this area is \$412 per year (\$412 x 1 new property). 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 \$195 for each property in the City (\$4,142,690 current Street Division budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore the total estimated cost for providing Street Division service to this area is \$195 per year (\$195 x 1 new property). Street Division 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/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 (\$1,858,231 current Planning/Building/Code Enforcement budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore the total estimated cost to the City for providing Planning, Building/Code Enforcement service to this area is \$87 per year (\$87 x 1 new property). 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 \$60 for each property in the City (\$1,280,657 current Traffic Division budget, divided by 21,242 properties).

The Traffic Division will not require any additional staff or equipment in order to provide Traffic Division service to this subdivision. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore the total estimated cost to the City for providing Traffic Division service to this area is \$60 per year (\$60 x 1 new property). 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 \$57 for each property in the City (\$1,217,383 current Engineering Division budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized as a single industrial development parcel; therefore, the total estimated cost to the City for providing Engineering Division service to this area is \$57 per year (\$57 x 1 new property). 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 (48%), mineral taxes (17%), and franchise fees (11%). 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 property 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: T/K INVESTMENTS - KENNETH SCHERER
ADDRESS: P.O. Box 1825
TELEPHONE: 307-262-5745 EMAIL: _____

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

PROPOSED NAME OF SUBDIVISION: - STAY THE SAME

ADDRESS: 675 HEREFORD LANE

LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): TRACTS No. 8, 8B, 9, 10, 11, AND 12 OF Rocky Mountain Packing Subdivision, EXCEPTING THE NORTH 109.47 FT. OF TRACTS No. 8 AND 9 THEROF

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 6.09 ACRES ±

NUMBER OF LOTS AND BLOCKS: _____

PRESENT ZONING: INDUSTRIAL PROPOSED ZONING: UNCHANGED

PRESENT LAND USE: LIGHT INDUSTRIAL

PROPOSED LAND USE: SAME

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: YES NO

IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse). - NO

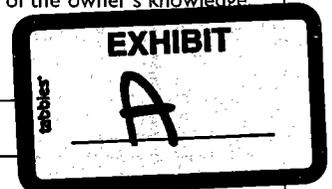
Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.

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: Kenneth Scherer

SIGNATURE OF PROPERTY OWNER: Kenneth Scherer

DATE: 7-29-14



SUBMIT TO:
Community Development Department
Planning Division
200 N David, RM 203
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
www.casperwy.gov

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - \$600 APPLICATION FEE & PROOF OF OWNERSHIP
 - ANNEXATION MAP/PLAT
 - EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS

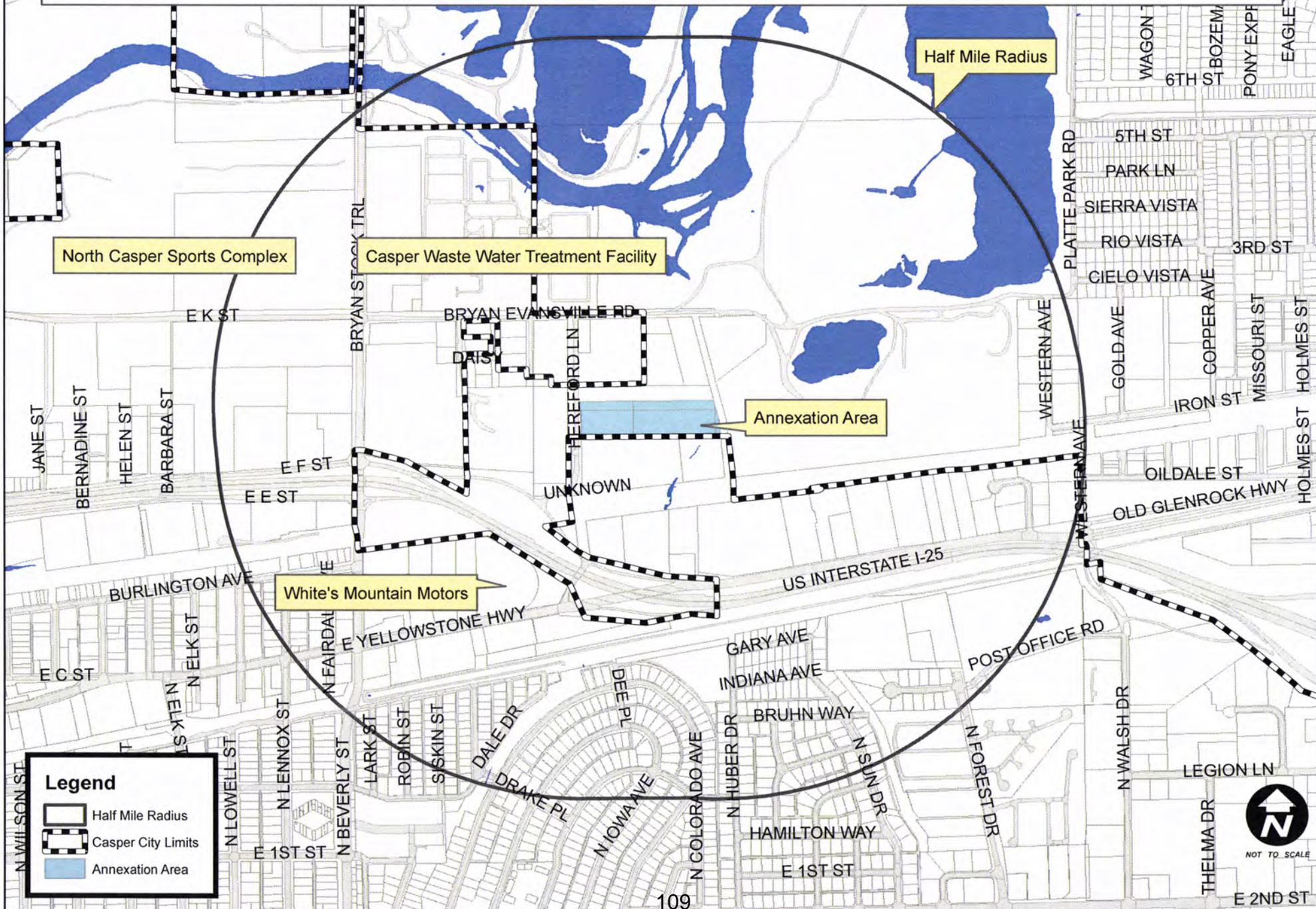
FOR OFFICE USE ONLY:

DATE SUBMITTED:

JUL 25 2014

REC'D BY: dh

Rocky Mountain Packing Subdivision: T/K Investments



2013 TAX LEVIES FOR NATRONA COUNTY

TAXING DISTRICTS									
District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	NPWS	CASPER MOUNTAIN	SD #1
Dist #	150	151	152	153	154	155	125	121	120
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
Bond & 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							
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

Timothy Doyle
103 North Durbin Street
Casper, WY 82601
(307) 235-2479

Century Link

Tim Doyle
CenturyLink Engineer II
for Casper and Glenrock WY
4719 Ridge Rd
Cheyenne WY
Office# 307-771-6417
Cell# 307-509-9905

SourceGas

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

**TRACTS NO. 8, 8B, 9, 10, 11, AND 12 OF ROCKY MOUNTAIN PACKING
SUBDIVISION, EXCEPTING THE NORTH 109.47 FEET OF TRACTS NO. 8 AND 9,
ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is made and entered into this _____ day of _____, 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. T/K Investments, a Wyoming partnership consisting of Timothy W. Scherer and Kenneth J. Scherer, PO Box 1825, Casper, Wyoming 82601 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex 6.09-acres, more or less, located east of Hereford Lane and south of Bryan Evansville Road, and described as the Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and

the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.

- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 Other Requirements:

- a. At such time as directed by the City, the Owner shall be required to participate financially in a proportionate share of the cost of constructing/improving, to City standard specifications, the adjacent platted roads (Hereford Lane, Angus Street), as depicted on the Rocky Mountain Packing Subdivision Plat.

SECTION 3 - OBLIGATIONS OF CITY

- 3.1 The zoning of the property shall be M-2 (General Industrial), as set forth in the Ordinance annexing and zoning the property.
- 3.2 The City shall provide all City services that are customarily available to other residents and property owners within the City.

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:

T/K Investments, a Wyoming partnership
consisting of Timothy W. Scherer and
Kenneth J. Scherer,
PO Box 1825,
Casper, Wyoming

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is

authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

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

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

APPROVED AS TO FORM:

Wallie Trumbull

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS:

OWNER
T/K Investments, a Wyoming
partnership consisting of Timothy W.
Scherer and Kenneth J. Scherer

By: Kristie Perkins

By: Tim Scherer

Printed Name: Kristie Perkins

Timothy W. Scherer

Title: Witness

Partner

WITNESS:

OWNER

T/K Investments, a Wyoming partnership consisting of Timothy W. Scherer and Kenneth J. Scherer

By: Kristie Perkins

By: Kenneth J. Scherer

Printed Name: Kristie Perkins

Kenneth J. Scherer

Title: Witness

Partner

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)

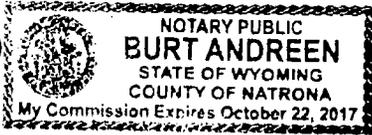
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 29th day of September, 2014 by Timothy W. Scherer as partner of T/K Investments, a Wyoming partnership, as the Owner of Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9.

(Seal, if any)



Burt Andreen
(Signature of notarial officer)

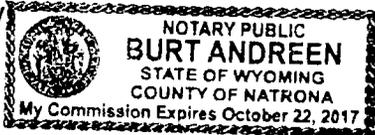
Engineer
Title (and Rank)

[My Commission Expires: 10/22/2017]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 29th day of September, 2014 by Kenneth S. Scherer as partner of T/K Investments, a Wyoming partnership, as the Owner of Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9.

(Seal, if any)



Burt Andreen
(Signature of notarial officer)

Engineer
Title (and Rank)

[My Commission Expires: 10/22/2017]

RESOLUTION NO. 14-283

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF TRACTS NO. 8, 8B, 9, 10, 11, AND 12 OF ROCKY MOUNTAIN PACKING SUBDIVISION, EXCEPTING THE NORTH 109.47 FEET OF TRACTS NO. 8 AND 9

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 Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9, being eligible for annexation.

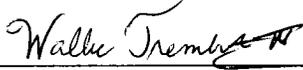
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

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 November 18, 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 October 20, 2014 and October 24, 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. 26-14

AN ORDINANCE APPROVING THE ANNEXATION OF TRACTS NO. 8, 8B, 9, 10, 11, AND 12 OF ROCKY MOUNTAIN PACKING SUBDIVISION, EXCEPTING THE NORTH 109.47 FEET OF TRACTS NO. 8 AND 9; AND ZONING SAID PROPERTY AS M-2 (GENERAL INDUSTRIAL); AND ALSO APPROVING THE ASSOCIATED ANNEXATION AGREEMENT

WHEREAS, T/K Investments has applied to annex, and zone as M-2 (General Industrial), a 6.09-acre, more or less, parcel located east of Hereford Lane and south of Bryan Evansville Road, being described as Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9; 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 the zoning following a public hearing on August 26, 2014.

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

SECTION 1:

The annexation of Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9, 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 Annexation Agreement between the City of Casper and T/K Investments is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 3:

Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9, shall be zoned M-2 (General Industrial).

SECTION 4:

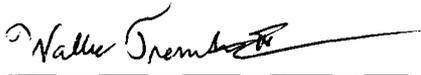
This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 7th day of October, 2014.

PASSED on 2nd reading the 21st day of October, 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

November 5, 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 proposed Kinco Addition complies with W.S. §15-1-402.

Recommendation:

That Council, by resolution, find that the annexation of the proposed Kinco 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 November 18, 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 October 20, 2014 and October 24, 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.

Kinco Addition

Subject Property



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 Kinco 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:

Wallis Tremblay

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
V.H. McDonald
City Clerk

7/30/14
Date

Kinco Addition

(7.84-Acres)

2014 ANNEXATION REPORT

October, 2014

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report is a summary and analysis of the cost of providing basic City services to the proposed Kinco Addition, a 7.84-acre property proposed for annexation to the City of Casper.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

An application has been received to annex and replat 7.84 acres, more or less, located at the southeast intersection of Hereford Lane and Bryan Evansville Road, to create the Kinco Addition. The applicants have applied for M-2 (General Industrial) zoning for the subdivision. The subject property is surrounded by unincorporated (County) properties on the north and the east, and by City properties zoned M-2 (General Industrial) to the west and south. Land uses in the immediate area are all general industrial. The proposed annexation and plat is creating four (4) lots ranging in size from approximately 1.79-acres, up to 2.45-acres in size.

DEVELOPMENT COSTS

There will not be any immediate publically-funded development costs associated with this annexation. The adjacent streets, Hereford Lane on the west, Bryan-Evansville Road on the north, and Angus Street on the east, are unimproved (dirt) County roads at this time. The annexation is being conditioned on the property owner's future participation in the construction of said streets to bring them up to City standard specifications. There is no estimate as to when in the future the streets will be constructed. At that time, the City may be required to participate in the construction of the streets in some manner, such as the creation of a Local Assessment District (LAD).

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 subject property 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 2015 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 19,647 residential properties/accounts and 1,595 commercial properties/accounts, for an approximate total of 21,242 properties/accounts 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 226 properties per sworn officer in Casper. Based on the total budget for the Police Department and the approximate 21,242 properties served in the City of Casper, it is estimated that the cost to provide Police service is \$582 for each property in the City (\$12,360,949 current Police Department budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized by a maximum of four (4) separate industrial users; therefore, the estimated cost for providing Police Department service to this area is \$2,328 per year (\$582 x 4 new properties/users). 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 276 properties per sworn fireman in Casper. It is estimated that the cost to provide fire service is \$412 for each property in Casper (\$8,756,974 current Fire Department budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized by a maximum of four (4) separate industrial users; therefore, the total estimated cost for providing Fire Department service to this area is \$1,648 per year (\$412 x 4 new properties/users). 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 \$195 for each property in the City (\$4,142,690 current Street Division budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized by a maximum of four (4) separate industrial users; therefore, the total estimated cost for providing Street Division service to this area is \$780 per year (\$195 x 4 new properties/users). Street Division 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/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 (\$1,858,231 current Planning/Building/Code Enforcement budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized by a maximum of four (4) separate industrial users; therefore, the total estimated cost to the City for providing Planning, Building/ Code Enforcement service to this area is \$348 per year (\$87 x 4 new properties/users). 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 \$60 for each property in the City (\$1,280,657 current Traffic Division budget, divided by 21,242 properties).

The Traffic Division will not require any additional staff or equipment in order to provide Traffic Division service to this subdivision. For the purpose of this report, it is assumed that the property will be utilized by a maximum of four (4) separate industrial users; therefore, the total estimated cost to the City for providing Traffic Division service to this area is \$240 per year (\$60 x 4 new properties/users). 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 \$57 for each property in the City (\$1,217,383 current Engineering Division budget, divided by 21,242 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. For the purpose of this report, it is assumed that the property will be utilized by a maximum of four (4) separate industrial users; therefore, the total estimated cost to the City for providing Engineering Division service to this area is \$228 per year (\$57 x 4 new properties/users). 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 (48%), mineral taxes (17%), and franchise fees (11%). 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.

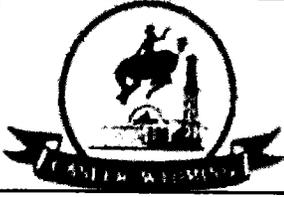
County land generates property tax at a rate of 65 Mills, with none of the monies collected being paid to the City. When an area is annexed to the City, the Mill Levy changes to 72.9 Mills. Of this, the City receives 8 Mills, or 11% of the total property tax collected. The largest benefactor of property 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 property 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: KINCO INVESTMENTS, LLC
 ADDRESS: P.O. Box 51551
 TELEPHONE: 307-259-7529 EMAIL: _____

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

PROPOSED NAME OF SUBDIVISION: - STAY THE SAME
 ADDRESS: 675 HEREFORD LANE
 LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): THE NORTH 109.47 FEET OF TRACTS No. 8 AND 9 OF ROCKY MOUNTAIN PACKING SUBDIVISION.
 SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 2.45 ACRES ±

NUMBER OF LOTS AND BLOCKS: _____
 PRESENT ZONING: INDUSTRIAL PROPOSED ZONING: UNCHANGED
 PRESENT LAND USE: LIGHT INDUSTRIAL
 PROPOSED LAND USE: SAME

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: X YES _____ NO
 IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse). - 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: [Signature]

SIGNATURE OF PROPERTY OWNER: Wade Kinde

DATE: 6-20-14

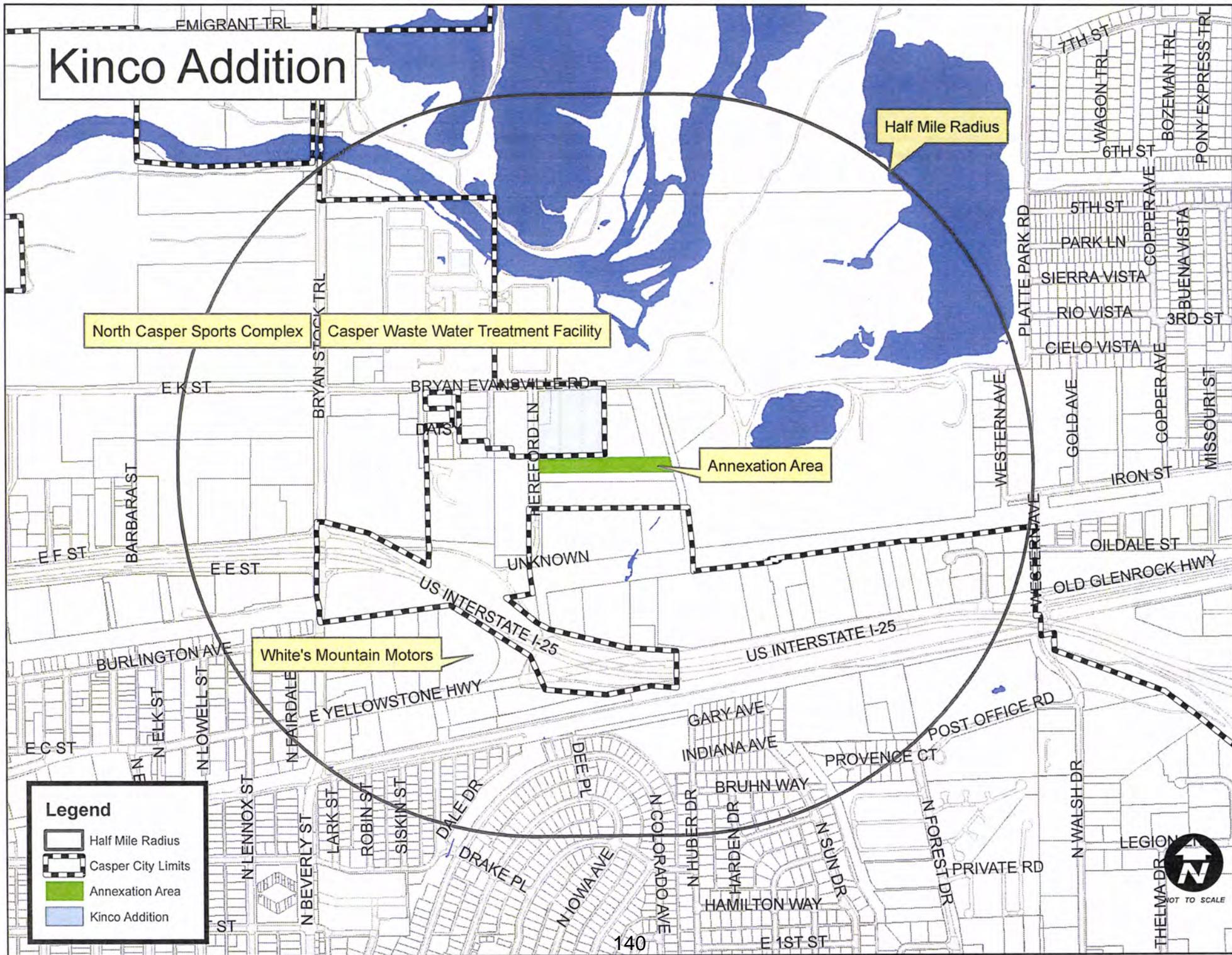
SUBMIT TO:
 Community Development Department
 Planning Division
 200 N David, RM 203
 Casper, WY 82601
 Phone: 307-235-8241
 Fax: 307-235-8362
 www.casperwy.gov

COMPLETE SUBMITTAL NEEDS TO INCLUDE:

- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
- \$600 APPLICATION FEE & PROOF OF OWNERSHIP
- ANNEXATION MAP/PLAT
- EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS

FOR OFFICE USE ONLY:
 DATE SUBMITTED:
JUL 25 2014
 REC'D BY: dh

Kinco Addition



North Casper Sports Complex Casper Waste Water Treatment Facility

Half Mile Radius

Annexation Area

White's Mountain Motors

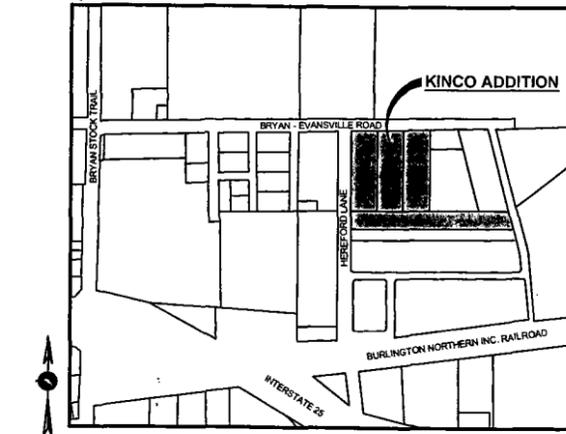
Legend

- Half Mile Radius
- Casper City Limits
- Annexation Area
- Kinco Addition



A VACATION AND REPLAT OF
 ALL OF TRACT 7B OF SHOSHONE ADDITION
 TO THE CITY OF CASPER, WYOMING
 ACCORDING TO THE PLAT THEREOF, RECORDED IN
 BOOK 272 ON PAGE 235 OF THE NATRONA COUNTY,
 WYOMING RECORDS AND A ANNEXATION, VACATION AND
 REPLAT OF THE NORTHERLY 109.47 FEET OF TRACTS 8 AND
 9 OF ROCKY MOUNTAIN PACKING SUBDIVISION ACCORDING
 TO THE PLAT THEREOF, RECORDED IN BOOK 194 ON PAGE
 456 OF THE NATRONA COUNTY, WYOMING RECORDS
 TO BE KNOWN AS

KINCO ADDITION
 TO THE CITY OF CASPER, WYOMING
 SITUATED IN
 THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER
 (SE1/4NW1/4)
 OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 79 WEST,
 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING



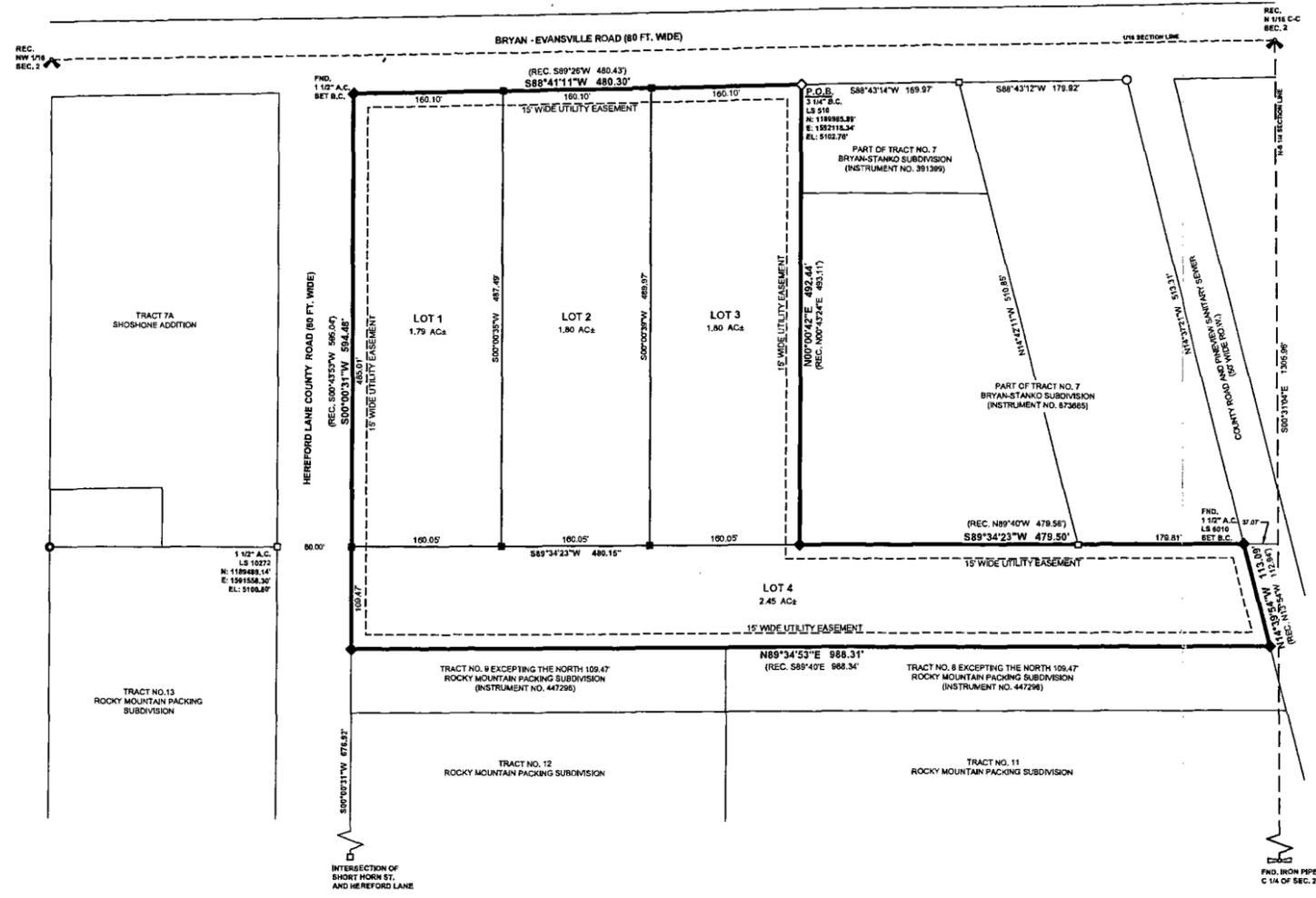
VICINITY MAP
 CITY OF CASPER, WYOMING

SCALE 1" = 80'

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983 EAST CENTRAL ZONE DISTANCES ARE GROUND DAP = 1.000277443

SCALE: 1" = 80'

- ◇ = FOUND BRASS CAP
- = FOUND ALUMINUM CAP
- ◆ = SET 3 1/4" BRASS CAP, PLS 14558, T-POST ALONGSIDE
- = SET 2" AC, PLS 14558 ON 5/8" REBAR
- = FOUND REBAR
- = FOUND IRON PIPE
- ⊕ = QUARTER CORNER AS NOTED
- ▲ = RECORD SIXTEENTH CORNER LOCATION
- = QUARTER SECTION LINE
- - - = SIXTEENTH SECTION LINE
- = SUBDIVISION BOUNDARY LINE
- = LOT LINE
- - - = EXTENTS OF EASEMENT
- - - = ADJOINERS PROPERTY LINES FROM RECORD
- REC. = RECORD CALL



NOTES

- PUBLISHED COORDINATES REFER TO THE CITY OF CASPER'S GIS DATUM OF WYOMING STATE PLANE COORDINATES, EAST CENTRAL ZONE, NAD 83/86. THE VERTICAL DATUM IS NAVD 88.
- ERROR OF CLOSURE IS 1:722,584.
- ALL BEARINGS AND DISTANCES ARE AS FOUND DURING FIELD SURVEY.
- THE TOTAL ARE OF LAND BE ANNEXED IS 2.45 ACRES ±.

APPROVALS

APPROVED: PLANNING AND ZONING COMMISSION CASPER, WYOMING
 THIS _____ DAY OF _____, 2014 AND FORWARDED TO THE
 CITY COUNCIL OF CASPER, WYOMING WITH RECOMMENDATION THAT SAID PLAT BE
 APPROVED.

SECRETARY _____ COMMISSION CHAIRMAN _____

APPROVED: CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY ORDINANCE NUMBER _____
 DULY PASSED, ADOPTED AND APPROVED ON THIS _____ DAY OF _____, 2014.

ATTEST: CITY CLERK _____ MAYOR _____

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2014.

CITY ENGINEER _____

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2014.

CITY SURVEYOR _____

CERTIFICATE OF RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AT _____
 O'CLOCK THIS _____ DAY OF _____, 2014 AS INSTRUMENT
 NUMBER _____

NATRONA COUNTY CLERK _____

CERTIFICATE OF SURVEYOR

I, AARON L. MONEY, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, AND THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF KINCO ADDITION AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, AND THAT THIS PLAT WAS MADE FROM AN ACCURATE FIELD SURVEY OF SAID PROPERTY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, DURING JULY 2014, AND THAT THE PHYSICAL AND MATHEMATICAL DETAILS SHOWN HEREON ARE CORRECT AT THE TIME OF SAID SURVEY.

CERTIFICATE OF DEDICATION

THE UNDERSIGNED, KINCO INVESTMENTS, LLC, WADE H. KINDEL, PRESIDENT, HEREBY CERTIFIES THAT KINCO INVESTMENTS, LLC IS THE OWNER AND PROPRIETOR OF THE FOREGOING "KINCO ADDITION", BEING ALL OF TRACT 7B OF SHOSHONE ADDITION TO THE CITY OF CASPER, WYOMING ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 272 ON PAGE 235 OF THE NATRONA COUNTY, WYOMING RECORDS AND THE NORTHERLY 109.47 FEET OF TRACTS 8 AND 9 OF ROCKY MOUNTAIN PACKING SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 194 ON PAGE 456 OF THE NATRONA COUNTY, WYOMING RECORDS; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED AND THE NORTHEASTERLY CORNER OF SAID TRACT 7B OF SHOSHONE ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 272 ON PAGE 235 OF THE NATRONA COUNTY RECORDS, MONUMENTED WITH A 3-1/4" BRASS CAP STAMPED LS 510;

THENCE SOUTH 88°41'11" WEST, 480.30 FEET ALONG THE SOUTHERLY LINE OF BRYAN-EVANSVILLE ROAD AND THE NORTHERLY LINE OF SAID TRACT 7B TO THE NORTHWESTERLY CORNER THEREOF AND ALSO THE NORTHWEST CORNER OF THE PARCEL BEING DESCRIBED, MONUMENTED WITH A 3-1/4" BRASS CAP STAMPED PLS 14558;

THENCE SOUTH 00°00'31" WEST, 594.48 FEET ALONG THE EASTERLY LINE OF HEREFORD LANE AND ALSO ALONG THE WESTERLY LINE OF SAID TRACT 7B AND THE WESTERLY LINE OF THAT PARCEL DESCRIBED BY INSTRUMENT NUMBER 964557 OF THE NATRONA COUNTY, WYOMING RECORDS TO THE SOUTHWEST CORNER OF THE PARCEL BEING DESCRIBED, MONUMENTED WITH A 3 1/4" BRASS CAP STAMPED PLS 14558;

THENCE NORTH 89°34'53" EAST, 988.31 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL TO THE SOUTHEAST CORNER THEREOF AND THE SOUTHEAST CORNER OF THE PARCEL BEING DESCRIBED, AND TO A POINT ON THE EASTERLY LINE OF TRACT 8 OF ROCKY MOUNTAIN PACKING SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 194 ON PAGE 456 OF THE NATRONA COUNTY, WYOMING RECORDS, MONUMENTED WITH A 3-1/4" BRASS CAP STAMPED PLS 14558;

THENCE NORTH 14°39'54" WEST, 113.09 FEET ALONG THE EASTERLY LINE OF SAID TRACT 8 OF ROCKY MOUNTAIN PACKING SUBDIVISION TO THE NORTHEAST CORNER THEREOF, MONUMENTED WITH A 3 1/4" BRASS CAP STAMPED PLS 14558;

THENCE SOUTH 89°34'23" WEST, 479.50 FEET ALONG THE NORTHERLY LINE OF SAID TRACT 8 OF ROCKY MOUNTAIN PACKING SUBDIVISION TO THE SOUTHEAST CORNER OF SAID TRACT 7B OF SHOSHONE ADDITION, MONUMENTED WITH A 3-1/4" BRASS CAP STAMPED PLS 14558;

THENCE NORTH 00°00'42" EAST, 492.44 FEET ALONG THE EASTERLY BOUNDARY OF SAID LOT 7B OF SHOSHONE ADDITION TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 7.84 ACRES MORE OR LESS.

THE VACATION AND REPLAT OF THE ABOVE DESCRIBED LANDS AS APPEARS ON THIS PLAT, IS WITH FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDER-SIGNED OWNER(S), PROPRIETOR(S) OR PARTIES OF INTEREST. THE NAME OF THE SUBDIVISION SHALL BE "KINCO ADDITION", AN ADDITION TO THE CITY OF CASPER, WYOMING, AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. THE UTILITY EASEMENTS AS SHOWN HEREON ARE DEDICATED FOR THE INSTALLATION OF PUBLIC UTILITIES.

EXECUTED THIS _____ DAY OF _____, 2014.

BY: _____
 WADE H. KINDEL, PRESIDENT (KINCO INVESTMENTS, LLC)

STATE OF WYOMING)
) SS
 COUNTY OF NATRONA)

THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2014, BY WADE H. KINDEL.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____



Environmental and Civil Solutions, LLC
 1607 CY Avenue, Suite 102
 Casper, WY 82604
 Phone: 307.337.2883
 www.ecsengineers.net
 PROJECT NO. 140046

OWNER:
 KINCO INVESTMENTS
 P.O. BOX 51551
 CASPER, WY 82605

SURVEYOR:
 FIELD: JEFF CONLEY
 REVIEW: AARON L. MONEY, P.L.S.

DATE DRAWN:
 07.25.14
 BY: ALM
 REV: 08.20.14



MONEY LAND SURVEYING, LLC WAS HIRED AS A SUB CONSULTANT TO PROVIDE PROFESSIONAL LAND SURVEYING SERVICES ON THIS PROJECT.



AUG 22 2014

2013 TAX LEVIES FOR NATRONA COUNTY

TAXING DISTRICTS									
District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	NPWS	CASPER MOUNTAIN	SD #1
Dist #	150	151	152	153	154	155	125	121	120
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
Bond & 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							
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

Timothy Doyle
103 North Durbin Street
Casper, WY 82601
(307) 235-2479

Century Link

Tim Doyle
CenturyLink Engineer II
for Casper and Glenrock WY
4719 Ridge Rd
Cheyenne WY
Office# 307-771-6417
Cell# 307-509-9905

SourceGas

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

**KINCO ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this ____ day of _____, 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. Kinco Investments, LLC, PO Box 51551, Casper, Wyoming 82605 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex the northerly 109.47 feet of Tracts 8 and 9 of Rocky Mountain Packing Subdivision; and a vacation and replat of all of Tract 7B of Shoshone Addition to the City of Casper, to create the Kinco Addition to the City of Casper, comprising 7.84-acres, more or less, located at the southeast intersection of Hereford Lane and Bryan Evansville Road.
- C. A plat of the Kinco 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 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. At such time as directed by the City, the Owner shall be required to participate financially in a proportionate share of the cost of constructing, to City standard specifications, the adjacent platted roads (Hereford Lane, Bryan Evansville Road, and Angus Lane), as depicted on the Rocky Mountain Packing Subdivision plat.

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:

Kinco Investments, LLC
PO Box 51551
Casper, WY 82605

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

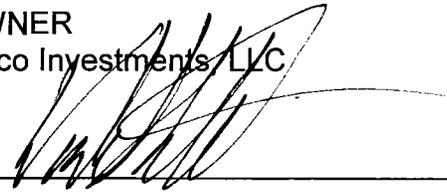
V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS:

OWNER
Kinco Investments LLC

By: 

By: 

Printed Name: Shawn Gustafson

Printed Name: Wade Kindel

Title: Principal

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)

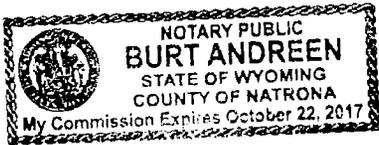
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 14th day of October, 2014 by Wade Kindel as the Owner of Kinco Investments, LLC.

(Seal, if any)



Burt Andreen
(Signature of notarial officer)
Engineer
Title (and Rank)

[My Commission Expires: 10/22/2017]

RESOLUTION NO. 14-284

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

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 Kinco 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 November 18, 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 October 20, 2014 and October 24, 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. 27-14

AN ORDINANCE APPROVING THE ANNEXATION AND REPLAT CREATING THE KINCO ADDITION; THE ZONING OF SAID PROPERTY AS M-2 (GENERAL INDUSTRIAL); AND ALSO APPROVING THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, Kinco Investments, LLC has applied to annex the northerly 109.47 feet of Tracts 8 and 9 of Rocky Mountain Packing Subdivision; and to vacate and replat of all of Tract 7B of Shoshone Addition to the City of Casper to create the Kinco Addition to the City of Casper; and to zone said Kinco Addition as M-2 (General Industrial); 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 the zoning following a public hearing on August 26, 2014.

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

SECTION 1:

The annexation of the northerly 109.47 feet of Tracts 8 and 9 of Rocky Mountain Packing Subdivision; and a vacation and replat of all of Tract 7B of Shoshone Addition to the City of Casper, 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 Subdivision Agreement between the City of Casper and Kinco Investments, LLC, is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 3:

The Kinco Addition is hereby zoned M-2 (General Industrial).

SECTION 4:

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 7th day of October, 2014.

PASSED on 2nd reading the 21st day of October, 2014.

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

APPROVED AS TO FORM:

Walter Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

ORDINANCE NO. 28-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF
CHAPTER 13.05 OF THE CASPER MUNICIPAL CODE
PERTAINING TO WATER AND SEWER SERVICE - GENERAL
PROVISIONS FOR RETAIL SERVICE

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Casper and its environs to provide adequate water and wastewater systems; and,

WHEREAS, Chapter 13.05 of the Casper Municipal Code needs to be amended to provide additional sizes for meter pits and updated methods for providing fire protection to single family dwellings; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 13.05 of the Casper Municipal Code is hereby amended as follows:

Section 1:

Paragraph 6 of Chapter 13.05.060.A (WATER METER INSTALLATIONS – General) of the Casper Municipal Code shall be amended to read as follows:

6. All building fire protection systems ONE AND ONE-HALF ~~two~~-inch (1 1/2") (~~2~~"²) or less in size shall be installed after the City meter serving the building. THE FIRE PROTECTION SYSTEM SHALL BE PROVIDED WITH A BACKFLOW PREVENTER. BUILDING FIRE PROTECTION SYSTEMS FOR SINGLE FAMILY DWELLINGS WHICH ARE INTEGRAL TO THE BUILDING PLUMBING SYSTEM AS ALLOWED BY CITY BUILDING CODE DO NOT REQUIRE A BACKFLOW PREVENTER. Building fire protection systems TWO ~~three~~-inch (2") (~~3~~"²) or larger in size shall have a separate service line from the main. No meter will be needed; but, a backflow preventer will be required for fire protection systems TWO ~~three~~-inch (2") (~~3~~"²) and larger.

Section 2:

Paragraph 10 of Chapter 13.05.060.C (WATER METER INSTALLATIONS – Meters up to Two-inch (2")) of the Casper Municipal Code shall be deleted in its entirety and replaced with the following:

- ~~10. Frost proof meter pits may be allowed only for three-fourth inch and one inch meters. Frost proof meter pits must be used for all manufactured homes or mobile homes. The meter pits shall generally be installed within the front lot utility easement behind the water service line shut-off valve. The customer shall own and maintain the meter pit.~~

~~Automatic meter reading equipment, suitable for meter pits, will be installed. (See Figure 2 at the end of this chapter).~~

10. METER PITS - FROST PROOF METER PITS MAY BE ALLOWED FOR TWO-INCH AND SMALLER METERS. FROST-PROOF METER PITS MUST BE USED FOR ALL MANUFACTURED HOMES OR MOBILE HOMES. THE METER PIT SHALL GENERALLY BE INSTALLED WITHIN THE FRONT LOT UTILITY EASEMENT BEHIND THE WATER SERVICE LINE SHUT-OFF VALVE. METER PITS, INCLUDING LIDS, LOCATED IN SIDEWALKS OR PAVED AREAS MUST BE SPECIFICALLY DESIGNED TO ACCOMMODATE AASHTO H-20 TRAFFIC LOADING. THE CUSTOMER SHALL OWN AND MAINTAIN THE METER PIT.

METER PITS AND SETTERS SHALL BE PRE-FABRICATED AND MUST BE DESIGNED FOR COLD WEATHER CONDITIONS. THE METER PIT RISER AND VALVES MUST BE LOCATED AT LEAST 2-INCHES (2") FROM THE PIT WALL. FOR METER PITS ONE-INCH (1") AND SMALLER, THE WATER METER MUST BE NO MORE THAN FOURTEEN INCHES (14") FROM THE TOP LID OF THE METER PIT COVER. FOR ONE AND ONE-HALF INCH (1½") AND TWO INCH (2") METER PITS, THE WATER METER MUST BE NO MORE THAN TWENTY INCHES (20") FROM THE TOP LID. MINIMUM INSIDE DIAMETER OF THE PIT SHALL BE TWENTY INCHES (20") FOR THREE-QUARTER INCH (¾") AND ONE INCH (1") METERS AND THIRTY-SIX INCHES (36") FOR ONE AND ONE-HALF INCH (1½") AND TWO INCH (2") METERS. LID DIAMETERS SHALL BE NO LESS THAN ELEVEN-INCHES (11") FOR METER PITS ONE-INCH (1") AND SMALLER AND SHALL BE NO LESS THAN EIGHTEEN INCHES (18") FOR METER PITS ONE AND ONE-HALF INCH (1½") AND LARGER. AUTOMATIC METER READING EQUIPMENT, SUITABLE FOR METER PITS, WILL BE INSTALLED. (SEE STANDARD METER PIT DETAIL – FIGURE 3 AT THE END OF THIS CHAPTER.)

Section 3:

The Drawing titled "Standard Meter Pit Detail" (Figure 3) at the end of Chapter 13.05 shall be deleted and replaced with the "Standard Meter Pit Detail" attached to this ordinance.

Section 4:

The Drawing titled "Standard Residential-Commercial Meter" (Figure 4) at the end of Chapter 13.05 shall be deleted and replaced with the "Standard Residential-Commercial Meter" attached to this ordinance.

Section 5:

This ordinance shall be in full force and effect upon its passage and publication.

PASSED ON THE FIRST READING THE 21st DAY OF October, 2014.

PASSED ON THE SECOND READING THE 4th DAY OF November 2014.

PASSED APPROVED AND ADOPTED ON THE THIRD AND FINAL READING THE _____ DAY OF _____, 2014.

APPROVED AS TO FORM:

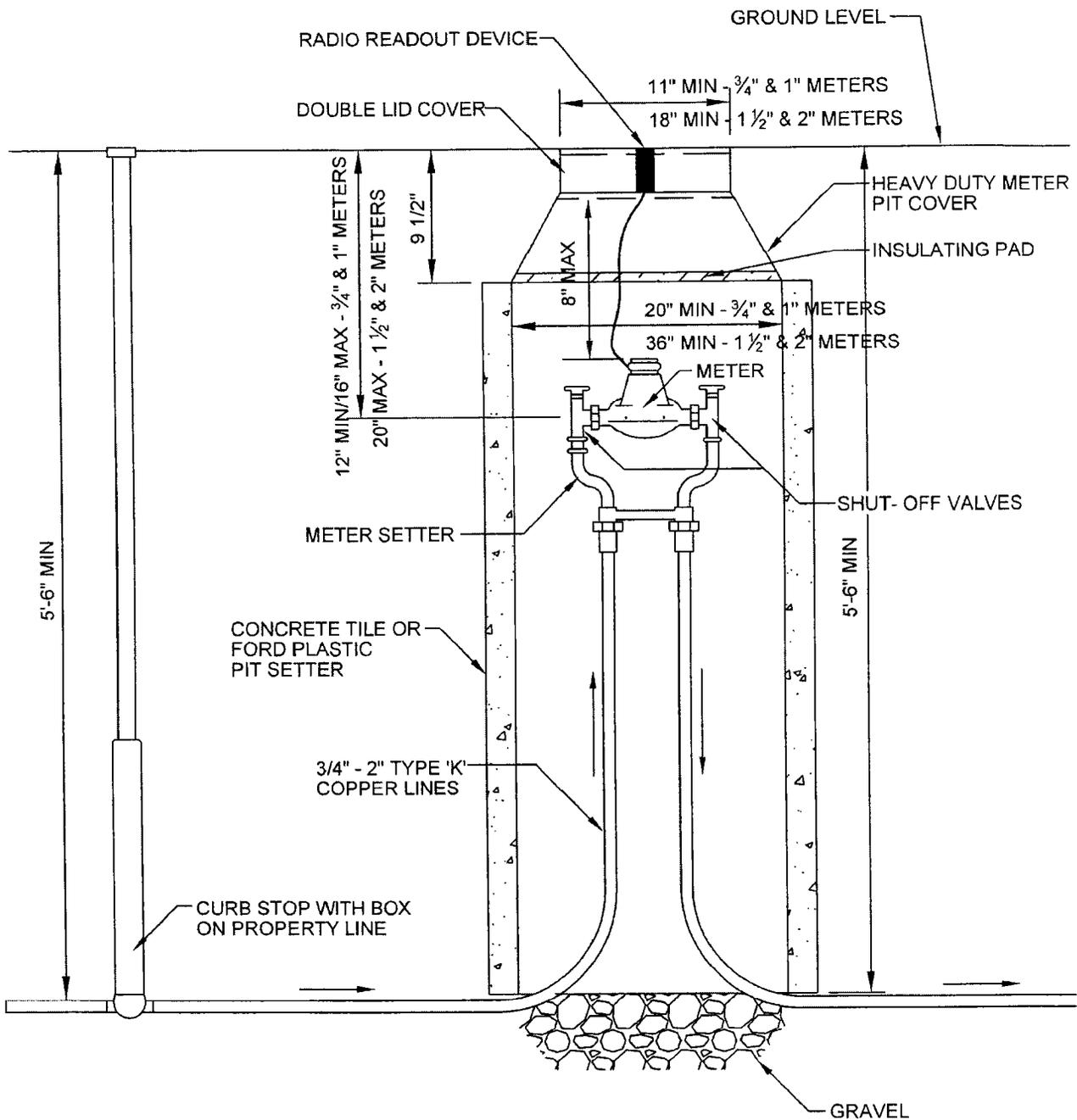
Walter Trent

ATTEST:

CITY OF CASPER
A Municipal Corporation

By _____
V. H. McDonald
City Clerk

By _____
Paul L Meyer
Mayor



NOTES:

1. AN INSULATION BLANKET SHALL BE PLACED OVER THE METER (SUPPLIED BY THE OWNER).
2. 3" INCH METERS AND LARGER WILL REQUIRE A METER VAULT (SEE FIGURE IV).
3. ALTERNATIVE METER PITS MAY BE ALLOWED UPON THE APPROVAL OF THE CITY.

**STANDARD METER
PIT DETAIL**

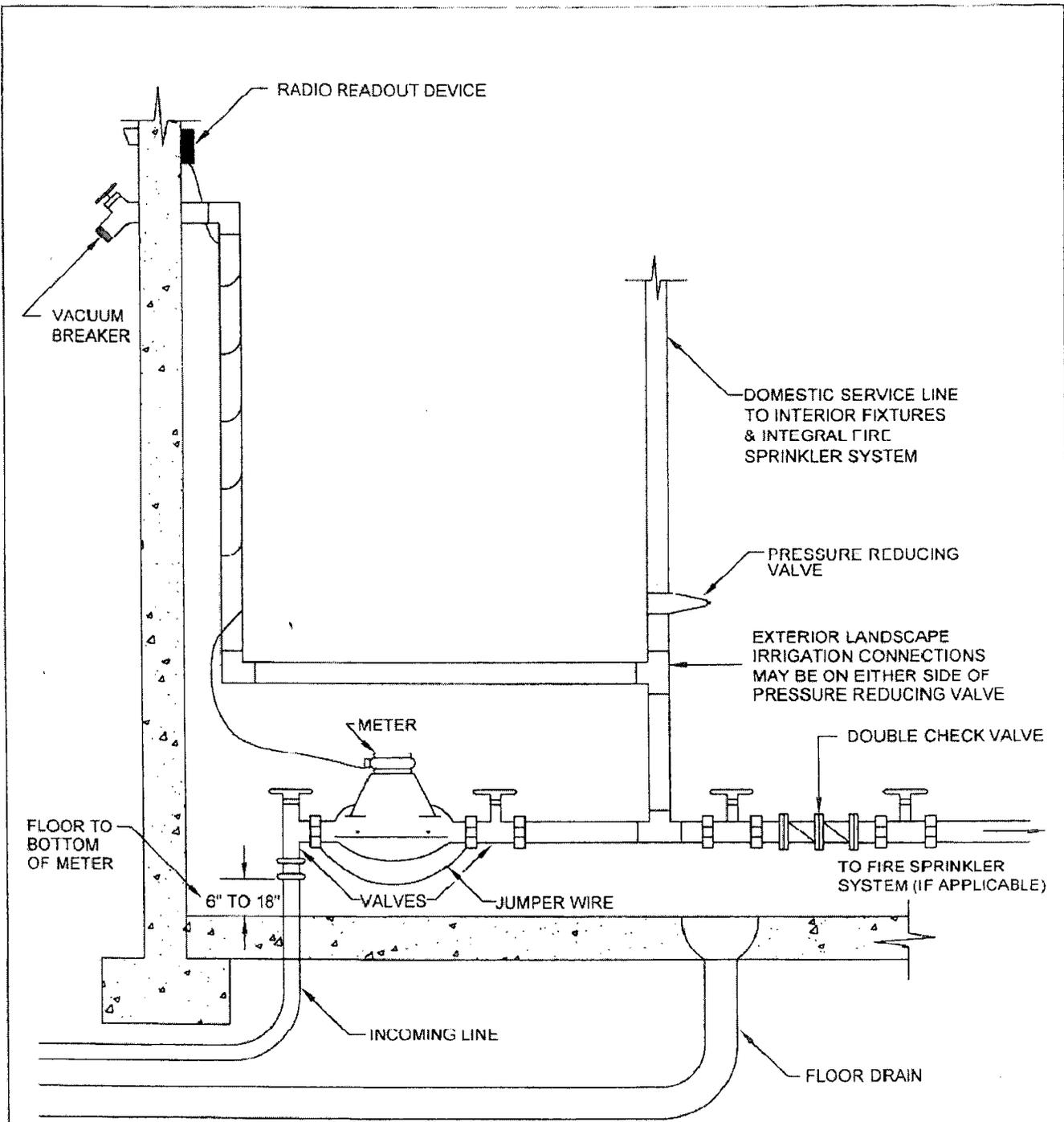
NOT TO SCALE

Figure 3

**CITY OF CASPER
ENGINEERING DIVISION**

**STANDARD METER
PIT DETAIL**

REV	DESCRIPTION	DATE
1	UPDATED DETAIL DWG - TZ	8/2014



STANDARD RESIDENTIAL-COMMERCIAL METER
NOT TO SCALE

Figure 4

**CITY OF CASPER
ENGINEERING DIVISION**

**STANDARD RESIDENTIAL-COMMERCIAL METER
INSTALLATION 3/4" - 1 1/2" DETAIL**

NOTE:
1. METER SHALL HAVE A MINIMUM OF 12 INCHES OF CLEARANCE ON BOTH SIDES.

REV	DESCRIPTION	DATE
1	UPDATED DETAIL DWG T7	8/20/14

ORDINANCE NO. 29-14

AN ORDINANCE AMENDING CHAPTERS 17.08 AND
17.96 OF THE CASPER MUNICIPAL CODE
PERTAINING TO DIGITAL SIGNAGE

WHEREAS, signage enables the public to locate goods, services and facilities within the City of Casper, and promotes free expression; and,

WHEREAS, Section 17.96.010 of the Casper Municipal Code states that the purpose of Chapter 17.96 is to provide for comprehensive and enforceable sign regulations that will protect the community aesthetics from unrestricted use of signs; to allow signs appropriate to the character of each zoning district; to promote traffic safety; to aid police and fire protection; and, for the general health, welfare, and safety of the community; and,

WHEREAS, from time to time it is necessary to update the City's sign regulations to address changing technology and trends; and,

WHEREAS, the use of digital signage has, in recent years, become prevalent across the City of Casper; and,

WHEREAS, digital signage, when properly regulated and utilized, may be compatible with aesthetics in the community; and,

WHEREAS, unregulated digital signage can be detrimental to the aesthetics of the community, and can be excessively distracting to motorists and hazardous to the public; and,

WHEREAS, in order to preserve and enhance the City of Casper as a desirable community in which to live and do business, a pleasing, visually attractive environment is important; and regulating digital signage is a highly contributive means by which to achieve this desired end.

WHEREAS, the regulations herein have been prepared with the intent of enhancing the visual environment of the City and promoting the health, safety and welfare of the community; and,

WHEREAS, the regulations on digital signage are unrelated to the content of the signs, and will further the City's legitimate and substantial government interest in minimizing traffic and safety hazards, and the aesthetics and character of the community; and,

WHEREAS, the Planning and Zoning Commission reviewed and approved the proposed amendments to the Municipal Code pertaining to digital signage on September 23, 2014; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Chapters 17.08 and 17.96 of the Casper Municipal Code pertaining to digital signage as specified herein.

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

SECTION 1:

The following sign-related definitions found in Section 17.08.010 are hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

Sign, Changeable Copy (Automatic). “Automatic changeable copy sign” means a sign or ELECTRONIC MESSAGE CENTER on which the copy OR IMAGE changes automatically on a lampbank or DISPLAY through a PROGRAMMED OR REMOTE electronic or mechanical means.

Sign, Flashing. “Flashing sign” means any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light, OR WHERE THE IDENTICAL MESSAGE, OR A PORTION OF THE MESSAGE IS REPEATED AT A RAPID INTERVAL (LESS THAN EVERY TWO SECONDS) FOR THE PURPOSE OF DRAWING ATTENTION TO THE SIGN. ~~Automatic changing signs such as public service time, temperature, and date sign or electronically controlled message center are classified as “changing signs” not “flashing signs.”~~ SIGNS WITH INTERMITTENT LIGHTS, OR THAT CHASE, RUN, SPIN, ROTATE, STROBE OR SCINTILATE ARE CONSIDERED TO BE FLASHING SIGNS.

Sign, Animated. “Animated sign” means any sign which includes SIMULATED MOVEMENT, action or motion CREATED BY THE DISPLAY OF A SERIES OF PICTURES OR IMAGES. ~~The term does not refer to flashing, changing or indexing, all of which are separately defined.~~

SECTION 2:

Section 17.08.010 – Definitions, is hereby amended to add the following definitions related to digital signage:

“Ambient light” means the existing light condition surrounding an area. The light source may be sunlight, or artificial light, or a combination of both.

“Digital Off Premises Advertising Sign” means a computer programmable, off-premises sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means.

“Dissolve” means a mode of message transition on an Electronic Message Center Sign or a Digital Off-Premises Advertising Sign accomplished by varying the light

intensity or pattern, where the first frame/message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second frame/message.

“Dwell Time” means the interval of time that an Electronic Message Center Sign or a Digital Off-Premises Advertising Sign frame remains static before transitioning to a new message.

“Electronic Message Center Sign (EMC)” means an on-premises, changeable-copy (automatic) sign which uses light emitting display technologies or a combination of lights, or lighted or unlighted panels which are controlled electronically to produce words, symbols, pictures or messages. Includes cathode ray, light emitting diode (LED) display, plasma screen, liquid crystal display (LCD), fiber optic, video boards and other similar electronic technology.

“Fade” means a mode of message transmission on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign accomplished by varying the light intensity, where the first message/frame gradually reduces intensity to the point of not being legible (i.e. fading to black) and the subsequent message/frame gradually increases intensity to the point of legibility.

“Full Motion Video” means a sign feature with simulated continuous movement created by the display of a series of images, typically consisting of a recorded actual event or scene.

“Footcandle” means the English unit of measurement for illuminance, which is equal to one lumen, incident upon an area of one foot.

“Frame” means a complete, static display screen on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign.

“Illuminance” means the photometric quality most closely associated with the perception of brightness and a measurement of the intensity of light falling on a surface at a given distance from the light source. Illuminance can be measured with a footcandle meter, also known as a luxmeter.

“Scintillate” or “Scintillating” means visual effects such as light flashes, light sparkling, light starbursts, light twinkling, light pulsating, or any other image transition effect or animation in which an image instantly and repeatedly changes for the purpose of attracting attention.

“Scrolling Message” means a mode of message transition on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign where the message appears to move vertically or horizontally across the display surface. For the purpose of regulating Electronic Message Center Signs and Digital Off Premises Advertising Signs,

scrolling shall refer to text only, and not images or symbols which shall instead, be considered either animated signs or full motion video signs.

“Static Message” means a sign message/frame that does not have movement, or the appearance or optical illusion of movement during the display period.

“Transition” means the visual effect of changing from one frame/message to another frame/message on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign.

SECTION 3:

Section 17.96.030(B) – Zoning district provisions, is hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

B. Additional Allowances for Commercial and Industrial Zoning Districts. ~~Animated, rotating, and flashing signs will be allowed only in commercial and industrial zoning district. Animation and rotation shall be limited to slow movement. Flashing will be limited to chasing or scintillation or subdued color change. Extreme on and off or strobe type flashing is not permitted.~~

1. Changeable Copy SIGN (AUTOMATIC). Signs on which the copy changes automatically through mechanical means, AND ELECTRONIC MESSAGE CENTER SIGNS (EMC) ~~or electronically through lampbanks, or other electronic methods~~ are allowed, provided the changing of copy OR FRAMES is not detrimental to traffic safety, as determined by the City ~~traffic engineer~~ OR AS SUBSTANTIATED BY A TRAFFIC STUDY. ~~Continuous scrolling messages are not allowed.~~ ELECTRONIC MESSAGE CENTER SIGNS (EMCs) SHALL COMPLY WITH THE FOLLOWING:

- a. EMC SHALL NOT UTILIZE OR PROJECT SOUND.
- b. EMC SHALL NOT UTILIZE OR CONSIST OF FLASHING ELEMENTS OR MESSAGES, WHICH WOULD MEET THE DEFINITION OF A “FLASHING SIGN” FOUND IN SECTION 17.08.010.
- c. EMC SHALL NOT DISPLAY FULL MOTION VIDEO.
- d. EMC SIGNS DISPLAYING ANIMATION “ANIMATED SIGNS,” ARE PERMITTED.
- e. EMC SIGNS DISPLAYING SCROLLING MESSAGES ARE PERMITTED.
- f. EMC SHALL BE EQUIPPED WITH A SENSOR OR OTHER DEVICE THAT AUTOMATICALLY DETERMINES THE AMBIENT ILLUMINATION, AND SHALL BE PROGRAMMED TO

AUTOMATICALLY ADJUST TO AMBIENT LIGHT CONDITIONS. THE ILLUMINANCE OF AN EMC SHALL NOT INCREASE THE AMBIENT LIGHTING CONDITIONS BY MORE THAN 0.3 FOOTCANDLES WHEN MEASURED PERPENDICULAR TO THE EMC FACE AT A DISTANCE DETERMINED BY THE FOLLOWING FORMULA: MEASUREMENT DISTANCE (IN FEET) = $\sqrt{(EMC \text{ SIGN FACE AREA (IN SQUARE FEET)} \times 100)}$.

- g. IN NO CASE SHALL AN ELECTRONIC MESSAGE CENTER SIGN (EMC) INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES, AS MEASURED AT THE PROPERTY LINE OF AN ADJACENT RESIDENTIAL-USE PROPERTY. AN ADJACENT PROPERTY DOES NOT HAVE TO ABUT THE PROPERTY ON WHICH THE SIGN IS LOCATED.

SECTION 4:

Section 17.96.050 is hereby amended to add the following:

L. DIGITAL OFF-PREMISES ADVERTISING SIGN.

1. DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL ADHERE TO THE LOCATION, ZONING, SPACING, HEIGHT, SIZE AND PERMITTING REQUIREMENTS, AS STATED FOR ALL OFF-PREMISES SIGNS.
2. THE MESSAGE, MESSAGES, OR COPY DISPLAYED ON A DIGITAL OFF-PREMISES ADVERTISING SIGN:
 - a. SHALL NOT UTILIZE OR CONSIST OF FLASHING ELEMENTS OR MESSAGES, WHICH MEET THE DEFINITION OF A "FLASHING SIGN" FOUND IN SECTION 17.08.010;
 - b. SHALL DISPLAY ONLY STATIC MESSAGES OR IMAGES, AND SHALL NOT DISPLAY ANIMATION OR FULL MOTION VIDEO.
 - c. SHALL HAVE A DWELL TIME OF A MINIMUM OF EIGHT (8) SECONDS PER STATIC IMAGE;
 - d. SHALL NOT INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES WHEN MEASURED BY A FOOTCANDLE (LUX) METER, PERPENDICULAR TO THE FACE OF THE SIGN, AT A DISTANCE OF:
 - i. ONE HUNDRED FIFTY (150) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA OF NOT MORE THAN TWO HUNDRED FORTY TWO (242) SQUARE FEET;

- ii. TWO HUNDRED (200) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA GREATER THAN TWO HUNDRED FORTY TWO (242) SQUARE FEET BUT NOT MORE THAN THREE HUNDRED SEVENTY EIGHT (378) SQUARE FEET; AND,
 - iii. TWO HUNDRED FIFTY (250) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA GREATER THAN THREE HUNDRED SEVENTY EIGHT (378) SQUARE FEET.
3. IN NO CASE SHALL A DIGITAL OFF-PREMISES ADVERTISING SIGN INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES, AS MEASURED AT THE PROPERTY LINE OF AN ADJACENT RESIDENTIAL-USE PROPERTY. AN ADJACENT PROPERTY DOES NOT HAVE TO ABUT THE PROPERTY ON WHICH THE SIGN IS LOCATED.
 4. ALL DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL HAVE A LIGHT SENSING DEVICE TO ADJUST THE BRIGHTNESS OF THE SIGN AS AMBIENT LIGHT CONDITIONS CHANGE, IN CONFORMANCE WITH THE REQUIREMENTS OF THIS SECTION.
 5. TRANSITIONS BETWEEN MESSAGES SHALL BE COMPLETED IN TWO (2) SECONDS OR LESS BY EMPLOYING AN IMMEDIATE, DISSOLVE, OR FADE METHOD.
 6. THE USE OF SOUND IS PROHIBITED.
 7. DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL HAVE AN AUTOMATIC SHUTDOWN MECHANISM WHICH TURNS OFF THE SIGN IN THE EVENT OF A MALFUNCTION.

SECTION 5:

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

PASSED on 1st reading the 4th day of November, 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 Trimble III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

October 23, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jim Wetzel, Chief of Police
M. Jeremy Yates, Police Admin. Technician

SUBJECT: Wyoming Association of Sheriffs and Chiefs of Police Alcohol Inspection Grant 

Recommendation:

That Council, by resolution, authorizes a contract with the Wyoming Association of Sheriffs and Chiefs of Police, for \$13,600.00, to be used for alcohol compliance inspections of liquor retailers to continue to enforce existing laws prohibiting alcohol sales to minors.

Justification:

The Wyoming Association of Sheriffs and Chiefs of Police has notified the Casper Police Department that it, in an attempt to reduce the consumption of alcohol by minors in our community, has awarded the City of Casper a grant for continued alcohol compliance inspections. The term of the grant is from July 1, 2014 to May 28, 2015, during that time the Casper Police Department will use compliance checks to determine if retailers are complying with existing laws.

A resolution has been prepared for Council's consideration.

Alcohol Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Casper Police Department, whose address is 201 N David, Casper, WY 82601.
2. **Purpose:** To provide Alcohol inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from July 1, 2014, through May 28, 2015. All services shall be completed during this term.
4. **Payment:**
 - A. The total amount of this contract shall not exceed (\$13,600.00).
 - B. Payment for administrative fees and for conducting compliance inspections of Alcohol retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice.
 - C. All invoicing for Alcohol compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
 - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
 - 1) From the eighty five dollars (\$85.00) the Department may:
 - a. Pay the officer conducting the compliance visit double time;
 - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell Alcohol to a minor under twenty-one (21) years of age.
 - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
 - A. Conduct and complete Alcohol compliance inspections as follows:
 - 1) Complete two (2) Alcohol compliance inspections per year for every establishment that sells Alcohol products in the community, including bars.
 - 2) **The first Alcohol compliance inspections must take place between July 1, 2014 and December 31, 2014. The second Alcohol compliance inspections must take place between January 1, 2015, and May 28, 2015.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
 - B. Complete a yearly report for Alcohol compliance inspections.
 - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
- A. Remit payment to the Department based on proper monthly invoicing.
 - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
 - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
- A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
 - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
 - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
 - D. **Availability of Funds:** Each payment obligation of the Association 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 Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department 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 Association in the event this provision is exercised, and the Association 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 Association to terminate this Contract in order to acquire similar services from another party.

- E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The Department shall cooperate fully with other contractors and the Association in all such cases.
- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.
- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **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 or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The

Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses, distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

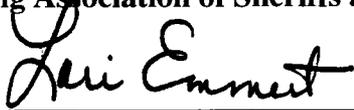
- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **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. 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.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended debarred, or voluntarily excluded by any federal department or agency in

accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Grantee agrees to notify Council by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

8. **Signatures:** In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The effective date of this Contract is the date of the signature last affixed to this page.

Wyoming Association of Sheriffs and Chiefs of Police



Lori Emmert, Executive Officer
WASCOP

July 1, 2014

Date

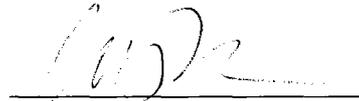
Department

Date

APPROVAL AS TO FORM

I have reviewed the attached *Alcohol Inspection Contract*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: November 3, 2014

A handwritten signature in black ink, appearing to read "W. Chambers", is written over a horizontal line.

William R. Chambers
Deputy City Attorney

RESOLUTION NO. 14-285

A RESOLUTION AUTHORIZING A CONTRACT WITH THE WYOMING ASSOCIATION OF SHERIFFS AND CHIEFS OF POLICE FOR AN ALCOHOL COMPLIANCE GRANT.

WHEREAS, the City of Casper has been approved for a Wyoming Association of Sheriffs and Chiefs of Police Alcohol Compliance Grant in an amount up to Thirteen Thousand Six Hundred Dollars (\$13,600).

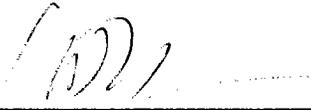
WHEREAS, the City of Casper desires to accept these funds from the Wyoming Association of Sheriffs and Chiefs of Police to be used for compliance inspections of alcohol retailers to enforce existing laws prohibiting alcohol sales to minors.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Wyoming Association of Sheriffs and Chiefs of Police in an amount not to exceed Thirteen Thousand Six Hundred Dollars (\$13,600).

BE IT FURTHER RESOLVED: That the City Manager and/or his/her designee is hereby authorized to execute all documents pertaining to said contract.

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

October 23, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jim Wetzel, Chief of Police
M. Jeremy Yates, Police Admin. Technician

SUBJECT: Wyoming Association of Sheriffs and Chiefs of Police Tobacco Inspection Grant



Recommendation:

That Council, by resolution, authorizes a contract with the Wyoming Association of Sheriffs and Chiefs of Police, for \$13,600.00, to be used for tobacco compliance inspections of tobacco retailers to continue to enforce existing laws prohibiting tobacco sales to minors.

Justification:

The Wyoming Association of Sheriffs and Chiefs of Police has notified the Casper Police Department that it, in an attempt to reduce the consumption of tobacco by minors in our community, has awarded the City of Casper a grant for continued tobacco compliance inspections. The term of the grant is from January 1, 2015 to June 10, 2015, during that time the Casper Police Department will use compliance checks to determine if retailers are complying with existing laws.

A resolution has been prepared for Council's consideration.

Tobacco Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Casper Police Department, whose address is 201 N David, Casper, WY 82601.
2. **Purpose:** To provide Tobacco inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from January 1, 2015, through June 10, 2015. All services shall be completed during this term.
4. **Payment:**
 - A. The total amount of this contract shall not exceed (\$13,600.00).
 - B. Payment for administrative fees and for conducting compliance inspections of Tobacco retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice (Attachment A).
 - C. All invoicing for Tobacco compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
 - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
 - 1) From the eighty five dollars (\$85.00) the Department may:
 - a. Pay the officer conducting the compliance visit double time;
 - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell tobacco to a minor under eighteen (18) years of age.
 - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
 - A. Conduct and complete Tobacco compliance inspections as follows:
 - 1) Complete two (2) tobacco compliance inspections per year for every establishment that sells tobacco products in the community, including bars.
 - 2) **The first tobacco compliance inspections must take place between January 1, 2015, and March 31, 2015. The second tobacco compliance inspections must take place between April 1, 2015, and June 10, 2015.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
 - B. Complete a yearly report for Tobacco compliance inspections.
 - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
 - A. Remit payment to the Department based on proper monthly invoicing.
 - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
 - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
 - A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
 - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
 - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
 - D. **Availability of Funds:** Each payment obligation of the Association 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 Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department 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 Association in the event this provision is exercised, and the Association 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 Association to terminate this Contract in order to acquire similar services from another party.
 - E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The

Department shall cooperate fully with other contractors and the Association in all such cases.

- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
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responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.

- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **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 or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses,

distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

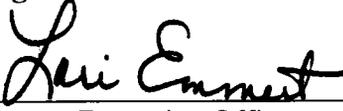
- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **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. 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.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Grantee agrees to notify Council by certified mail should it or any of its agents become

debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

8. **Signatures:** In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The effective date of this Contract is the date of the signature last affixed to this page.

Wyoming Association of Sheriffs and Chiefs of Police



Lori Emmert, Executive Officer
WASCOP

July 1, 2014

Date

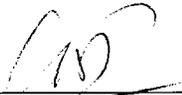
Department

Date

APPROVAL AS TO FORM

I have reviewed the attached *Tobacco Inspection Contract*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: November 3, 2014



William R. Chambers
Deputy City Attorney

RESOLUTION NO. 14-286

A RESOLUTION AUTHORIZING A CONTRACT WITH THE WYOMING ASSOCIATION OF SHERIFFS AND CHIEFS OF POLICE FOR A TOBACCO COMPLIANCE GRANT.

WHEREAS, the City of Casper has been approved for a Wyoming Association of Sheriffs and Chiefs of Police Tobacco Compliance Grant in an amount up to Thirteen Thousand Six Hundred Dollars (\$13,600).

WHEREAS, the City of Casper desires to accept these funds from the Wyoming Association of Sheriffs and Chiefs of Police to be used for compliance inspections of tobacco retailers to enforce existing laws prohibiting tobacco sales to minors.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Wyoming Association of Sheriffs and Chiefs of Police in an amount not to exceed Thirteen Thousand Six Hundred Dollars (\$13,600).

BE IT FURTHER RESOLVED: That the City Manager and/or his/her designee is hereby authorized to execute all documents pertaining to said contract.

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

November 18, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Andrew Beamer, P.E., Public Services Director
SUBJECT: Agreement with Downey Drilling, Inc.
Casper Raw Water Irrigation Improvements; Alluvial Well Field,
Project No. 12-29

Recommendation:

That Council, by resolution, authorize an agreement with Downey Drilling, Inc., for the Casper Raw Water Irrigation Improvements; Alluvial Well Field, Project No. 12-29, in the amount of \$299,000.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$26,000.00, for a total project amount of \$325,000.00.

Summary:

On Tuesday, October 28, 2014, four (4) bids were received for the Casper Raw Water Irrigation Improvements; Alluvial Well Field Project. The project consists of constructing four shallow alluvial wells adjacent to the North Platte River. These wells will provide raw water to an expanded irrigation system at the North Casper Soccer Complex, to include the adjacent softball and baseball fields.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Downey Drilling, Inc.	Lexington, Nebraska	\$299,000.00
Grosch Irrigation Co. Inc.	Imperial, Nebraska	\$374,009.73
Layne Christensen Co.	Valley, Nebraska	\$398,499.00
Sargent Drilling Co.	Broken Bow, Nebraska	\$705,500.00

The estimate prepared by the City's consultant was \$238,500.00, with the low bid received at \$299,000.00. Adding a construction contingency amount of \$26,000.00 brings the total contract amount to \$325,000.00.

Funding for this project will be from 1%13 monies set aside for Raw Water Irrigation, County Wide Consensus grant funds, grant monies from the Wyoming Water Development Commission, and one-time monies set aside for Raw Water Irrigation.

A resolution is prepared for Council's consideration.

(Unit Price Agreement Form)

**STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is made between the City of Casper, hereinafter referred to as the "Owner," and Downey Drilling, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to improve and expand the raw water irrigation system at the North Casper Athletic Field Complex and Field of Dreams; and,

WHEREAS, the Contractor, is able and willing to provide those services specified as the CASPER RAW WATER IRRIGATION IMPROVEMENTS; ALLUVIAL WELL FIELD, Project No. 12-29.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the CASPER RAW WATER IRRIGATION IMPROVEMENTS; ALLUVIAL WELL FIELD, Project No. 12-29, hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

The Project has been designed by WWC Engineering, 5810 East 2nd Street, Suite 200, Casper, WY, 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 within sixty (60) calendar days of the issuance of the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within seventy (70) calendar days of the issuance of the Notice to Proceed.
- 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 Five Hundred Dollars (\$1,500) 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 One Thousand Dollars (\$1,000) 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 Two Hundred Ninety-Nine Thousand Dollars (\$299,000), 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 Pages 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. Should amounts owed by the Contractor to the City for any goods, service, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five

percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda No. _____.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.9 General Provisions, consisting of six (6) sections.
- 8.10 Special Provisions, consisting of two (2) special provisions.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, consisting of 3 sheets, with each sheet bearing the following general title:

Casper Raw Water Irrigation Improvements Project
- 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. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:

(CASPER RAW WATER IRRIGATION IMPROVEMENTS; ALLUVIAL WELL FIELD, Project No. 12-29)



CONTRACTOR:

ATTEST:

Downey Drilling, Inc.
P.O. Box 278
Lexington, Nebraska 68850

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V. H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD BID FORM

PROJECT IDENTIFICATION: City of Casper
Casper Raw Water Irrigation Improvements; Alluvial Well Field
Project No. 12-29

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 within 30 calendar days of the issuance of the Notice to Proceed, and completed and ready for final payment within 40 calendar days of the issuance of the Notice to Proceed, 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>N/A</u>	Dated <u>N/A</u>
Addendum No. <u>N/A</u>	Dated <u>N/A</u>

- B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ 299,000.00

TOTAL BASE BID, IN WORDS: Two hundred ninety-nine thousand 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.
 - C. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

Downey Drilling
P.O. Box 270
Lexington, NE 68850

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 October 23, 2014.

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Downey Drilling, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Nebraska
(State of Incorporation or Organization)

By: Brent Downey (Name) Brent Downey (Signature) (seal)

CFO / Sec. - TREASURER
(Title)

(Seal) **Downey Drilling Inc.**
402 North Grant / P.O. Box 278
Lexington, NE 68850

Attest: _____

Business Address: PO Box 278
402 N Grant St.
Lexington, NE 68850

Phone Number: 308-324-2303

A JOINT VENTURE

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

(Address)

Phone Number: _____

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

(Address)

Phone Number: _____

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

ITEMIZED BID SCHEDULE
 CASPER RAW WATER IRRIGATION IMPROVEMENTS; ALLUVIAL WELL FIELD
 PROJECT NO. 12-29
 AUGUST 14, 2014

Bid Schedule: CASPER RAW WATER IMPROVEMENTS; ALLUVIAL WELLFIELD

VF=VERTICAL FOOT FT = LINEAL FOOT SY = SQUARE YARD CY = CUBIC YARD EA = EACH LS = LUMP SUM HR = HOUR

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization and Bonds for <u>Fifty-seven thousand</u> Dollar(s) and <u>NO</u> Cent(s) per lump sum.	51,000.00	51,000.00
2	150	VF	Construct 30" Production Well for <u>Three hundred ten</u> Dollar(s) and <u>NO</u> Cent(s) per vertical foot.	310.00	46,500.00
3	90	VF	Furnish and Install 16" Production Casing for <u>Three hundred</u> Dollar(s) and <u>NO</u> Cent(s) per vertical foot.	300.00	27,000.00
4	35	VF	Furnish and Install 16" Well Screen for <u>Three hundred fifty</u> Dollar(s) and <u>NO</u> Cent(s) per vertical foot.	350.00	12,250.00
5	15	TON	Furnish and Install Sand Filter Pack for <u>Seven hundred ten</u> Dollar(s) and <u>NO</u> Cent(s) per ton.	710.00	10,650.00
6	4	EA	Furnish and Install 16" Pitless Adapter for <u>Twenty-four thousand six hundred</u> Dollar(s) and <u>NO</u> Cent(s) per each.	24,600.00	98,400.00
7	50	HR	Well Development for <u>Two hundred ninety-five</u> Dollar(s) and <u>NO</u> Cent(s) per hour.	295.00	14,750.00
8	20	HR	Developmental Pumping for <u>Two hundred ninety-five</u> Dollar(s) and <u>NO</u> Cent(s) per hour.	295.00	5,900.00
9	90	HR	Pump Testing for <u>Two hundred ninety-five</u> Dollar(s) and <u>NO</u> Cent(s) per hour.	295.00	26,550.00
TOTAL BID (Addition of Totals from Items 1-9)				\$	299,000.00

RESOLUTION NO. 14-287

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DOWNEY DRILLING, INC., FOR THE CASPER RAW WATER IRRIGATION IMPROVEMENTS; ALLUVIAL WELL FIELD, PROJECT NO. 12-29.

WHEREAS, the City of Casper desires to construct four alluvial well fields for the expansion of the raw water irrigation system at the North Casper Soccer Complex; and,

WHEREAS, Downey Drilling, Inc., is able and willing to provide those services specified as the Casper Raw Water Irrigation Improvements; Alluvial Well Field, Project No. 12-29; 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 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 Downey Drilling, Inc., for those services.

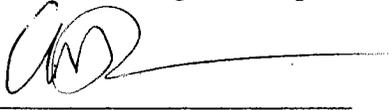
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Ninety-Nine Thousand Dollars (\$299,000.00) and Twenty-Six Thousand Dollars (\$26,000.00) for a construction contingency account, for a total price of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00).

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:

(Casper Raw Water Irrigation Improvements; Alluvial Well Field, Project No. 12-29)



A handwritten signature in black ink, consisting of a stylized 'M' followed by a horizontal line extending to the right.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

November 18, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Andrew Beamer, P.E., Public Services Director
SUBJECT: Agreement with High Plains Construction, Inc.
Casper Raw Water Irrigation Improvements Project, No. 12-29A

Recommendation:

That Council, by resolution, authorize an agreement with High Plains Construction, Inc., for the Casper Raw Water Irrigation Improvements Project, No. 12-29A, in the amount of \$751,169.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$48,831.00, for a total project amount of \$800,000.00.

Summary:

On Tuesday, October 28, 2014, six (6) bids were received to install raw water irrigation mains, pump station modifications, and SCADA improvements to expand the capabilities of the existing raw water system at the North Casper Soccer Complex. The expanded facilities include the adjacent softball and baseball fields, including the Casper Youth Baseball fields south of East "K" Street.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
High Plains Construction, Inc.	Mills, Wyoming	\$ 751,169.00
71 Construction, Inc.	Casper, Wyoming	\$ 814,239.00
Redpoint Contracting	Phoenix, Arizona	\$ 883,290.00
Grizzly Excavating and Construction LLC	Casper, Wyoming	\$ 900,303.00
North Star Energy & Construction, LLC	Gillette, Wyoming	\$1,127,065.72
Barnum Inc.	Buffalo, Wyoming	\$1,326,926.00

The estimate prepared by the City's consultant was \$800,850.00, with the low bid received at \$751,169.00. Adding a construction contingency amount of \$48,831.00 brings the total contract amount to \$800,000.00.

Funding for this project will be from 1%13 monies set aside for Raw Water Irrigation, County Wide Consensus grant funds, grant monies from the Wyoming Water Development Commission, and one-time monies set aside for Raw Water Irrigation.

A resolution is prepared for Council's consideration.

(Unit Price Agreement Form)

**STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is made between the City of Casper, hereinafter referred to as the "Owner," and High Plains Construction, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to improve and expand the raw water irrigation system at the North Casper Athletic Field Complex and Field of Dreams; and,

WHEREAS, the Contractor, is able and willing to provide those services specified as the CASPER RAW WATER IRRIGATION IMPROVEMENTS, Project No. 12-29A.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the CASPER RAW WATER IRRIGATION IMPROVEMENTS, Project No. 12-29A, hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

The Project has been designed by WWC Engineering, 5810 East 2nd Street, Suite 200, Casper, WY, 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 within 120 calendar days of the issuance of the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within 180 calendar days of the issuance of the Notice to Proceed. Final completion may include the completion of bid item numbers 18 and 23, but all other bid items are to be completed for substantial completion.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Thousand Dollars (\$2,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by

Owner, Contractor shall pay Owner One Thousand Dollars (\$1,000.00) 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 Seven Hundred Fifty-One Thousand One Hundred Sixty-Nine Dollars (\$751,169.00), 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 Pages BS-1 through BS-4, 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. Should amounts owed by the Contractor to the City for any goods, service, 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. Contractor must submit a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors, and Laborers with each application for payment for which materialmen, subcontractors, and laborers performed work for this project during the payment timeframe.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda No. 1 & 2.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.9 General Provisions, consisting of six (6) sections.
- 8.10 Special Provisions, consisting of twenty six (26) special provisions.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, consisting of 30 sheets, with each sheet bearing the following general title:

Casper Raw Water Irrigation Improvements
- 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. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 20__.

APPROVED AS TO FORM:
(CASPER RAW WATER IRRIGATION IMPROVEMENTS, Project No. 12-29A)



CONTRACTOR:

ATTEST:

High Plains Construction, Inc.
P.O. Box 370
Mills, Wyoming 82644

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V. H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

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: \$ 751,169.⁰⁰

TOTAL BASE BID, IN WORDS: Seven hundred fifty one thousand one hundred sixty nine 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.
 - C. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: High Plains Construction Inc.
P.O. Box 370
Mills, Wyoming 82644

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

Submitted on Oct. 28, 2014.

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: High Plains Construction Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Richard L. Moore Richard L. Moore (seal)
(Name) (Signature)

President
(Title)

(Seal)

Attest: Reuel J. [Signature]

Business Address: P.O. Box 370
Mills, Wyoming 82644

Phone Number: 307-265-2244

A JOINT VENTURE

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

(Address)

Phone Number: _____

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

(Address)

Phone Number: _____

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

ITEMIZED BID SCHEDULE
CASPER RAW WATER IRRIGATION IMPROVEMENTS PROJECT
PROJECT NO. 12-29A
October 8, 2014

Bid Schedule: CASPER RAW WATER IRRIGATION IMPROVEMENTS

FT = LINEAL FOOT SY = SQUARE YARD CY = CUBIC YARD EA = EACH LS = LUMP SUM

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization and Bonds for <u>Seventy thousand</u> Dollar(s) and <u>-0-</u> Cent(s) per lump sum.	70,000. ⁰⁰	70,000. ⁰⁰
2	1	LS	Removal of Obstructions for <u>Twelve thousand</u> Dollar(s) and <u>-0-</u> Cent(s) per lump sum.	12,000. ⁰⁰	12,000. ⁰⁰
3	1	LS	Traffic Control for <u>Five thousand</u> Dollar(s) and <u>-0-</u> Cent(s) per lump sum.	5,000. ⁰⁰	5,000. ⁰⁰
4	60	FT	F&I 12" PVC Transmission Main for <u>Five</u> Dollar(s) and <u>40</u> Cent(s) per lineal foot.	54. ⁰⁰	3,240. ⁰⁰
5	710	FT	F&I 10" PVC Transmission Main for <u>Twenty seven</u> Dollar(s) and <u>-0-</u> Cent(s) per lineal foot.	27. ⁰⁰	19,170. ⁰⁰
6	2,730	FT	F&I 8" PVC Transmission Main for <u>Twenty two</u> Dollar(s) and <u>-0-</u> Cent(s) per lineal foot.	22. ⁰⁰	60,060. ⁰⁰
7	70	FT	F&I 6" PVC Transmission Main for <u>Twenty six</u> Dollar(s) and <u>-0-</u> Cent(s) per lineal foot.	26. ⁰⁰	1,820. ⁰⁰
8	2	EA	F&I 12" gate valve for <u>Twenty five hundred</u> Dollar(s) and <u>-60</u> Cent(s) per each.	2,500. ⁰⁰	5,000. ⁰⁰
9	2	EA	F&I 10" gate valve for <u>Two thousand</u> Dollar(s) and <u>-0</u> Cent(s) per each.	2,000. ⁰⁰	4,000. ⁰⁰
10	2	EA	F&I 8" gate valve for <u>Seven hundred forty</u> Dollar(s) and <u>-0</u> Cent(s) per each.	1,440. ⁰⁰	2,880. ⁰⁰

Bid Schedule (CONT): CASPER RAW WATER IRRIGATION IMPROVEMENTS

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
11	4	EA	F&I 6" gate valve for <u>One thousand sixty</u> Dollar(s) and <u>-0</u> Cent(s) per each.	1,060. ⁰⁰	4,240. ⁰⁰
12	5	EA	F&I 4" gate valve for <u>Eight hundred sixty</u> Dollar(s) and <u>-0</u> Cent(s) per each.	860. ⁰⁰	4,300. ⁰⁰
13	4	EA	F&I 12" DI Fittings for <u>Eight hundred seventy</u> Dollar(s) and <u>-0</u> Cent(s) per each.	870. ⁰⁰	3,480. ⁰⁰
14	8	EA	F&I 10" DI Fittings for <u>Five hundred seventy</u> Dollar(s) and <u>-0</u> Cent(s) per each.	570. ⁰⁰	4,560. ⁰⁰
15	19	EA	F&I 8" PVC Fittings for <u>Two hundred seventy five</u> Dollar(s) and <u>-0</u> Cent(s) per each.	275. ⁰⁰	5,225. ⁰⁰
16	7	EA	F&I 6" PVC Fittings for <u>Two hundred ten</u> Dollar(s) and <u>-5</u> Cent(s) per each.	210. ⁰⁰	1,470. ⁰⁰
17	9	EA	F&I 4" PVC Fittings for <u>One hundred fifty six</u> Dollar(s) and <u>-0</u> Cent(s) per each.	156. ⁰⁰	1,404. ⁰⁰
18	3,500	FT	Transmission Main Surface Restoration for <u>Ten</u> Dollar(s) and <u>sixty</u> Cent(s) per lineal foot.	10. ⁶⁰	37,100. ⁰⁰
19	11	EA	Connect to Existing Pipeline for <u>Seventeen hundred</u> Dollar(s) and <u>-0</u> Cent(s) per each.	1,700. ⁰⁰	18,700. ⁰⁰
20	1	LS	Existing Irrigation System Restoration for <u>Thirteen thousand</u> Dollar(s) and <u>-0</u> Cent(s) per lump sum.	13,000. ⁰⁰	13,000. ⁰⁰
21	1	EA	Precast Concrete Valve Vault for <u>Thirty nine hundred</u> Dollar(s) and <u>-0</u> Cent(s) per each.	3,900. ⁰⁰	3,900. ⁰⁰

Bid Schedule (CONT): CASPER RAW WATER IRRIGATION IMPROVEMENTS

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
22	4	EA	Transmission Main Drain for <i>One thousand twenty</i> Dollar(s) and <i>-0</i> Cent(s) per each.	1,070. ⁰⁰	4,280. ⁰⁰
23	90	SY	R&R 4" BMP & 6" Grading "W" Base Course for <i>E. 100/100</i> Dollar(s) and <i>-0</i> Cent(s) per square yard.	80. ⁰⁰	7,200. ⁰⁰
24	16	SY	R&R 6" Conc. Sidewalk & 6" Grading "W" Base Course for <i>One hundred twenty five</i> Dollar(s) and <i>-0</i> Cent(s) per square yard.	125. ⁰⁰	2,000. ⁰⁰
25	3	EA	F&I 310 GPM submersible Well Pump for <i>Five hundred fifty</i> Dollar(s) and <i>-0</i> Cent(s) per each.	5,450. ⁰⁰	16,350. ⁰⁰
26	1	EA	F&I 150 GPM submersible Well Pump for <i>Four hundred</i> Dollar(s) and <i>-0</i> Cent(s) per each.	4,700. ⁰⁰	4,700. ⁰⁰
27	260	FT	F&I 8" PVC Well Field Main for <i>Thirty two</i> Dollar(s) and <i>-0</i> Cent(s) per lineal foot.	32. ⁰⁰	8,320. ⁰⁰
28	580	FT	F&I 6" PVC Well Field Main for <i>Twenty nine</i> Dollar(s) and <i>-0</i> Cent(s) per lineal foot.	29. ⁰⁰	16,820. ⁰⁰
29	1	LS	Well Field Manifold Piping <i>Nine thousand</i> Dollar(s) and <i>-0</i> Cent(s) per lump sum.	9,000. ⁰⁰	9,000. ⁰⁰
30	1	LS	F&I Supply Pipeline Drain for <i>Two thousand one hundred fifty</i> Dollar(s) and <i>-0</i> Cent(s) per lump sum.	2,150. ⁰⁰	2,150. ⁰⁰
31	1	LS	Well Field Surface Restoration for <i>Fifteen hundred</i> Dollar(s) and <i>-0</i> Cent(s) per lump sum.	1,500. ⁰⁰	1,500. ⁰⁰
32	1	LS	Remove & Salvage Existing Intake Equipment for <i>Two thousand</i> Dollar(s) and <i>-0</i> Cent(s) per lump sum.	2,000. ⁰⁰	2,000. ⁰⁰

Bid Schedule (CON'T): CASPER RAW WATER IRRIGATION IMPROVEMENTS

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
33	1630	CY	Sand Filter Media Removal for <u>Thirteen</u> Dollar(s) and <u>- 0 -</u> Cent(s) per cubic yard.	13 ⁰⁰	21,190 ⁰⁰
34	1	EA	F&I 900 GPM Vertical Turbine Pump for <u>Twenty four thousand two hundred</u> Dollar(s) and <u>16</u> Cent(s) per each.	24,200 ⁰⁰	24,200 ⁰⁰
35	1	EA	F&I 150 GPM Vertical Turbine Jockey Pump for <u>Fourteen thousand four hundred</u> Dollar(s) and <u>- 0 -</u> Cent(s) per each.	14,400 ⁰⁰	14,400 ⁰⁰
36	1	EA	F&I 8" Magnetic Flow Meter, for <u>Ten thousand two hundred</u> Dollar(s) and <u>- 0 -</u> Cent(s) per each.	10,200 ⁰⁰	10,200 ⁰⁰
37	1	EA	F&I 4" Pressure Reducing/Sustaining Valve for <u>Four thousand two hundred</u> Dollar(s) and <u>- 0 -</u> Cent(s) per each.	4,200 ⁰⁰	4,200 ⁰⁰
38	1	EA	F&I 250 GAL Bladder Tank for <u>Thirty six thousand five hundred</u> Dollar(s) and <u>- 0 -</u> Cent(s) per each.	36,500 ⁰⁰	36,500 ⁰⁰
39	1	LS	F&I Pump Station Interior Piping for <u>Twenty four thousand</u> Dollar(s) and <u>- 0 -</u> Cent(s) per lump sum.	24,000 ⁰⁰	24,000 ⁰⁰
40	16	FT	F&I 12" PVC Pump Station Discharge Pipe for <u>Two hundred forty</u> Dollar(s) and <u>- 0 -</u> Cent(s) per lineal foot.	240 ⁰⁰	3,840 ⁰⁰
41	370	FT	F&I 4" PVC Pump Station Drain Pipe for <u>Twenty one</u> Dollar(s) and <u>- 0 -</u> Cent(s) per lineal foot.	21 ⁰⁰	7,770 ⁰⁰
42	1	LS	F&I Electrical, Instrumentation, and Control Systems for <u>Two hundred fifty thousand</u> Dollar(s) and <u>- 0 -</u> Cent(s) per lump sum.	250,000 ⁰⁰	250,000 ⁰⁰
TOTAL BID (Addition of Totals from Items 1-42)				\$ 751,169 ⁰⁰	

RESOLUTION NO. 14-288

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGH PLAINS CONSTRUCTION, INC., FOR THE CASPER RAW WATER IRRIGATION IMPROVEMENTS PROJECT NO. 12-29A.

WHEREAS, the City of Casper desires to expand the raw water irrigation system at the North Casper Soccer Complex; and,

WHEREAS, High Plains Construction, Inc., is able and willing to provide those services specified as Casper Raw Water Irrigation Improvements Project No. 12-29A; and,

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

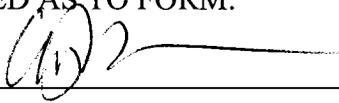
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with High Plains Construction, Inc., for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Seven Hundred Fifty-One Thousand One Hundred Sixty-Nine Dollars (\$751,169.00), and Forty-Eight Thousand Eight Hundred Thirty-One Dollars (\$48,831.00) for a construction contingency account, for a total price of Eight Hundred Thousand Dollars (\$800,000.00).

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:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

November 7, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald,
SUBJECT: Provisional Municipal Court Judge Employment Agreement

Recommendation:

That Council, by resolution, authorize an Employment Agreement with Heidi Deifel, to serve as a provisional Municipal Court Judge.

Summary:

Subsequent to Judge Deifel's resignation as a regular part-time Municipal Judge, Diefel offered to continue as a provisional judge to hear sessions on a substitute basis until a replacement judge was hired by the City Council. Having Judge Deifel serve as such is beneficial due to Judge Deifel's experience and familiarity with the operations of the Casper Municipal Court.

With Judge Deifel's employment, there will be three provisional judges. Additional provisional judges help ensure that all sessions can be heard as scheduled in the event of schedule conflicts of the regular part-time judges. Additionally, provisional judges pay is offset from the pay of the regular part-time judge for whom they are substituting.

A resolution has been prepared for Council's consideration.

**EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF CASPER
AND
HEIDI DEIFEL**

THIS EMPLOYMENT AGREEMENT is entered into this _____ day of October 2014, by and between THE CITY OF CASPER, WYOMING, a Municipal Corporation, hereinafter referred to as "City," and Heidi Deifel, hereinafter referred to as "Employee." The City and the Employee collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the City has determined it to be in its best interest to procure the professional services of Employee as a part-time provisional Municipal Court Judge on a contractual basis, and desires to employ Employee as a contract employee with the City; and,

WHEREAS, Employee desires to accept this position on a contractual basis under the terms and conditions herein set forth.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City shall employ Employee as a part-time provisional Municipal Court Judge, and Employee shall accept and continue in said employment under the terms herein set forth.
2. Employee shall serve at the pleasure of the Casper, Wyoming City Council pursuant to W.S. 15-4-202 and Casper Municipal Code Section 2.22.030, and this Agreement and Employee's employment may be terminated at any time, with or without cause by the Casper City Council. Employee's employment is at-will. This is not an agreement of continued employment, either for a definite or indefinite term. The Parties specifically agree that the City's Personnel Rules and Regulations as they now exist, or as amended, shall not be construed as an Agreement between the City and the Employee, or as creating any binding terms or conditions of employment. The City retains the right to change or amend the contents of its Personnel Rules and Regulations as it deems necessary, with or without notice and without consideration.
3. During her tenure the Employee shall:
 - A. Serve and perform the duties as a part-time provisional Municipal Court Judge for and on behalf of the City to determine all cases arising under the Casper Municipal Code. As a part-time provisional Municipal Court Judge, the Employee agrees to fill in and handle the Municipal Court docket on an "as needed" basis when one or more of the other part-time Municipal Court Judges are not available to so serve. Employee agrees to use her best efforts, in good faith, to fill in for a Municipal Court Judge who may have to be absent from the

Court at a given time. It is understood that there will be times when the Employee, due to other time conflicts, will not be able to fill in and serve for the other part-time judge(s) at a time of their absence, and in such case, the Employee shall have the right to decline filling the vacancy of any such part-time Municipal Court Judge.

- B. Not accept employment or cases in the private practice of law which Employee would reasonably know or anticipate will conflict with the performance of her duties to serve as a part-time provisional Municipal Court Judge for the City.
 - C. Stay informed concerning the laws of the State of Wyoming, and the Ordinances of the City of Casper, Wyoming, and all other applicable law as they pertain to Employee's services as a Municipal Court Judge.
- 4. Maintain active membership, in good standing, of the Wyoming State Bar Association at Employee's expense.
 - 5. Employee is to be considered an exempt employee.
 - 6. In return for the services provided by the Employee the City shall:
 - A. Provide Employee with a salary at the rate of Eighty and no/100ths Dollars (\$80.00) per hour for the Employee's services while performing duties in filling in for an absent Municipal Court Judge. Employee acknowledges and understands that Employee is not, as a part-time employee entitled to the vacation, disability, health insurance, retirement, or other benefits otherwise given or accorded to full time employees of the City, except for workers' compensation coverage.
 - B. Provide Employee with full coverage professional liability insurance for acts performed within the scope of her employment by the City, or in the event that such insurance is not secured, City agrees to indemnify and hold Employee harmless, including providing the cost of Employee's defense, with regard to acts performed within the scope of Employee's employment by the City.
 - 7. Employee shall provide the City with thirty (30) days written notice of voluntary resignation.
 - 8. Post-Employment Obligations.
 - A. City Property. All records, files, lists, including computer generated lists, drawings, documents, equipment and similar items relating to the City's business which Employee shall prepare or receive from the City shall remain the City's sole and exclusive property. Upon termination of this Agreement, Employee shall promptly return to the City all property of the City in her possession. Employee further represents that she will not copy or cause to be copied, print out or cause to

be printed out any software, documents, or other materials originating with or belonging to the City, without permission, for Employee's personal use. Employee additionally represents that, upon termination of her employment with the City, she will not retain in her possession any such software, documents, equipment, or other materials. Provided, however, the restrictions set forth in this paragraph shall not apply to copies of public record documents.

- B. Cooperation. Employee agrees that both during and after her employment she shall, at the request of the City, render all assistance and perform all lawful acts that the City considers necessary or advisable in connection with any litigation involving the City or any officer, employee, agent, representative, consultant, client or vendor of the City. The Employee will be eligible to be reimbursed for reasonable expenses for complying with this requirement.
9. Waiver. Any waiver or consent from the City or Employee with respect to any term or provision of this Agreement or any other aspect of the City or Employee's conduct or employment shall be effective only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of the City or Employee at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to, any term or provision of this Agreement or any other aspect of City's or Employee's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect the City's or Employee's right at a later time to enforce any such term or provision.
10. Upon execution of this agreement, any and all prior written agreements between the Parties for Municipal Court Judge services shall terminate, and be of no further force or effect between the Parties.
11. This Agreement sets forth and contains the entire agreement between the Parties in respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written between the City and Employee. No statements, promises or inducements, express or implied, now or in the future, not contained or set forth in this Agreement shall be binding between the Parties.

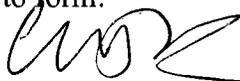
This Agreement shall not be enlarged, modified, amended or altered unless in writing signed by all of the Parties hereto.

This Agreement shall be binding upon the Parties hereto, their heirs, devisees, successors or personal representatives.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming, without regard to the conflicts of law rules thereof.

IN WITNESS WHEREOF, the City and Employee have executed this Agreement on the above stated date.

Approved as to form:



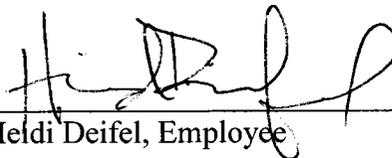
City Attorney

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

City Clerk

Paul L. Meyer, Mayor



Witness

Heidi Deifel, Employee

RESOLUTION NO. 14-289

A RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT WITH HEIDI DEIFEL, FOR PROVISION OF MUNICIPAL COURT JUDGE SERVICES.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an Employment Agreement for professional services with Heidi Deifel, for the provision of Municipal Court Judge services for the City, pursuant to the terms and conditions of said Agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract as provided therein.

PASSED, APPROVED AND ADOPTED this 4th day of November, 2014.

APPROVED AS TO FORM:

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

November 6, 2014

MEMO TO: His Honor, the Mayor, and Members of the City Council

FROM: Casper-Natrona County Economic Development Joint Powers Board (EDJPB)

SUBJECT: Resolution of Support for Submission of a Grant Application by the Casper-Natrona County Economic Development Joint Powers Board to the Wyoming Business Council



Recommendation:

That the Casper City Council approve this resolution supporting submission of application to the Wyoming Business Council through the Community Readiness Grant and Loan Program on behalf of the Casper-Natrona County Economic Development Joint Powers Board (EDJPB).

Background:

The governing body of the Casper-Natrona County Economic Development Joint Powers desire to participate in the Community Readiness Grant and Loan Program to assist in financing the extension of publically owned infrastructure to and within the Salt Creek Industrial Park, located within the County of Natrona, Wyoming.

COMMUNITY READINESS GRANT AND LOAN APPLICATION

Business Ready Community
Grant & Loan Program



“Promoting economic development at the local level in order to create additional economic health and a stronger state economy”

- *Support to Wyoming's communities which are diverse in size, resources, and economies*
- *Focus resources on projects that are likely to produce benefits that endure beyond the funding of the program*
- *Support projects which will help people, families and communities thrive*
- *Increase the capacity of community and economic development partnerships, and cooperative efforts between the private and public sectors*
- *Support and encourage communities that develop innovative responses to their economic challenges*

INTRODUCTION: COMMUNITY READINESS PROJECTS

Purpose **The primary intent of this program is to ready a community for new business development through economic or educational development projects such as the purchase of land, telecommunications infrastructure, rights of way, airports, sewer and water projects, roads, or facilities for labor force or entrepreneurial training.**

Rules Rules governing the Business Ready Community (BRC) Grant and Loan Program are available through the Wyoming Business Council (WBC) or www.wyomingbusiness.org.

Eligibility Counties, incorporated cities, towns, and joint powers boards (with approval of all member agencies) may apply. The WBC may enter into contracts/cooperative agreements with Eastern Shoshone and Northern Arapaho Tribes.

Funds The maximum grant and loan amount is \$3,000,000. An applicant may request an additional amount up to \$3,000,000 in special assistance loan funds. An applicant may also request, with a single application, grant or loan funds up to the annual maximum amount for a multi-year project for a period not to exceed three fiscal years. "Multi-year project" means a large scale, stand-alone project which will be constructed over separate fiscal years and which cannot be separated into smaller, independently operational phases.

Due Date The following are the submission deadlines, but recommendations and decisions are subject to WBC Board and State Loan and Investment Board schedules.

Application Due to Regional Director	Application Postmark Deadline	WBC Board Recommendation	SLIB Decision (Cheyenne)
August 15, 2013	September 1, 2013	December 5, 2013 (Cheyenne)	January 16, 2014
February 15, 2014	March 1, 2014	May 29, 2014 (TBD)	June 19, 2014
August 15, 2014	September 1, 2014	December 4, 2014 (Cheyenne)	January 2015 (TBD)

Review The review process includes an initial WBC staff screening, possible site visit and report to WBC Board. The WBC Board will make recommendation to the State Land and Investment Board (SLIB). The SLIB will determine grant and loan awards. Applicants will be notified of all meetings. Timing of the approval process will depend on when the application is received and WBC and State Loan and Investment Board (SLIB) meeting schedules. **Applicants are strongly encouraged to attend the WBC and SLIB meetings at which their project is to be discussed.** Costs may not be incurred prior to a signed grant agreement, typically 4 weeks after a SLIB decision.

Submissions **Applicants shall submit one (1) copy of the completed application to the WBC Regional Director, three (3) original complete applications, and one (1) electronic copy of the completed application to the WBC staff in Cheyenne.** Applications must be submitted on 8 ½ X 11” format. It is recommended that applications be submitted in 3 ring binders with attachments clearly labeled or tabbed. It is also recommended that an electronic copy of the application be provided to the WBC staff as well. Contact information follows.

BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM

<p>Converse, Niobrara, and Natrona Counties</p>	<p>Big Horn, Hot Springs, Park, and Washakie Counties</p>	<p>Campbell, Crook, Sheridan, Johnson, and Weston Counties</p>
<p>Kim Rightmer East Central Regional Director 300 South Wolcott, St 300 Casper, WY 82601 Tel: 307.577.6012 Fax: 307.577.6032 Cell: 307.287.2309 kim.rightmer@wyo.gov</p>	<p>Leah Bruscano Northwest Regional Director 143 South Bent, Ste B Powell, WY 82435 Tel: 307.754.5785 Fax: 307.754.0368 Cell: 307.421.0140 leah.bruscano@wyo.gov</p>	<p>Dave Spencer Northeast Regional Director PO Box 962 Gillette, WY 82716 Tel: 307.689.1320 Fax: 307.686.7268 Cell: 307.689.1320 dave.spencer@wyo.gov</p>
<p>Lincoln, Sublette, and Uinta Counties</p>	<p>Fremont and Teton, Counties</p>	<p>Albany, Goshen Laramie, and Platte Counties</p>
<p>Elaina Zempel Southwest Regional Director 1100 Pine Avenue, Ste F Kemmerer, WY 83101 Tel: 307.877.2203 Fax: 888.507.4482 Cell: 307.723.1510 e.z@wyo.gov</p>	<p>Roger Bower West Central Regional Director 213 West Main Street, Ste B Riverton, WY 82501 Tel: 307.857.1155 Fax: 307.857.0873 Cell: 307-851-0908 roger.bower@wyo.gov</p>	<p>Tom Johnson Southeast Regional Director 1938 E. Harney Street Laramie, WY 82072 Tel: 307.766.5357 Fax: 307.222.0532 Cell: 307.631.9275 thomas.johnson@wyo.gov</p>
<p>Carbon and Sweetwater Counties</p>	<p>Send copies of completed applications (3-bound and 1-electronic) to:</p> <p>Julie Kozlowski, Program Manager Business Ready Community Grant and Loan Program Wyoming Business Council 214 W. 15th Street Cheyenne, WY 82002 Phone: (307) 777-2812 Fax: (307) 777-2838 Email: julie.kozlowski@wyo.gov</p>	
<p>Pat Robbins South Central Region Director 1400 Dewar Drive, Ste 208A Rock Springs, WY 82901 Tel: 307.382.3163 Fax: 307.382.3217 Cell: 307.389.0867 pat.robbins@wyo.gov</p>		

APPLICATION CHECKLIST

- Schedule a Consultation with WBC Regional Directors.** The WBC Regional Director must be consulted with during the application process and provided sufficient opportunity to provide written review and recommend adjustments to the application and required business plan. The Regional Director, as part of the application, must provide preliminary comments about the project, addressing how the project aligns with regional economic and community development endeavors, and stating any early concerns that the Regional Director may have. An early consultation with the Regional Director will allow the applicant to begin addressing those concerns before the application is submitted.
THIS IS A REQUIREMENT OF SUBMISSION. IF YOU DO NOT PROVIDE A COPY OF THE DRAFT APPLICATION TO YOUR REGIONAL DIRECTOR TWO WEEKS PRIOR TO THE GRANT DEADLINE AND OBTAIN THEIR SIGNATURE YOUR APPLICATION WILL NOT BE COMPLETE AND WILL NOT BE ACCEPTED.

A draft copy of the application must be submitted to the Regional Director two weeks prior to the application deadline or the application will be incomplete. Along with the application, the Regional Director needs to review the following:

- Operation and Maintenance Plan or Business Plan, if applicable – the plan should include projected expenses and project income sources for three years (must be to the Regional Director in advance to the first public hearing)
- Contingency and Development Agreement
- Lease Agreement
- Revenue Recapture Plan

- Complete Application.** All questions must be fully answered. Incomplete application will either be tabled or sent back to the applicant for resubmittal at a different time.

- Secure Local Match.** A local match of five percent (5%) of *the requested grant an/or loan* amount up to \$250,000, or fifteen percent (15%) for grants and loans more than \$250,000 is required. Local match for the first \$1,500,000 may be demonstrated as cash and/or in-kind contributions. Examples of in-kind contributions include: infrastructure, labor, materials, and real estate. Attach an explanation of valuation for each item, any supporting documentation (i.e., appraisals, wage rates, market value, etc.) and a statement of intent from each donor. “Eligible Project Costs” means total project cost less ineligible costs which may include, but not be limited to: appliances, equipment, furnishings, and other features of the facility which are not physically attached.

The match for grant anything over \$1,500,000 will be 30% of which half must be cash match. For example, if the total eligible project cost is \$1,750,000, then the first \$1,500,000 will require a 15% minimum required match of \$225,000. The remaining \$250,000 will require a 30% minimum required match of which half must be cash (i.e.: \$250,000 X 30% = \$75,000 of which half (\$37,500) must be cash).

- Financial Information for Loans.** For applicants requesting BRC loans, additional financial information is required. (See Section VIII)

- Attach public hearing notice, public hearing minutes, and public engagement process.** An applicant is required to inform and educate the public and business

community to the greatest extent possible about the proposed economic development project (including, but not limited to the economic development opportunity, possible funding sources and alternative solutions) utilizing a variety of techniques and media. The applicant must make readily available to the public access to the application and associated materials, exclusive of business plans or business financial information which are not subject to public information statutes. An applicant shall actively solicit citizen input which can be submitted via writing, electronically, or in person a public hearing. A minimum of one public hearing before submission of an application. For the purposes of this program **seven (7) days** is the minimum period for notification of a hearing date. Public notice shall be published in a newspaper of general circulation within the boundaries of the applicant or as approved by the council staff. If the project facility is to be located outside the county boundaries of the applicant, the applicant shall hold additional public hearings near the location of the proposed project facility. The notice shall contain a concise description of the proposed project and state that time will be set-aside at the public hearing to take testimony from citizens about the project.

To inform the public and to gather information, the public hearings should at a minimum: identify the economic development opportunity/ies; explore all possible funding sources and alternative solutions to the opportunity/ies; contain a comprehensive description of the proposed project; and solicit testimony from citizens who may feel that the proposed use of the project might compete with an existing business.

An application must be accompanied by a description of the applicant’s public engagement process, written comments received by the applicant, evidence of the public hearing notification, minutes from the public hearing, and a signed resolution passed by the applicant or participating agencies to a joint powers board after the public hearing is held and public comments are considered.

- Attach Resolution(s) of Support and minutes.** After a public hearing is held, the applicant must pass a resolution of support. If the applicant is a Joint Powers Board, all participating agencies to the joint powers agreement must pass separate resolutions. The resolution should state, at a minimum:
 - the nature of the project
 - public benefit
 - desired economic development outcomes
 - specified source of match funding by account name or other identifying characteristics
 - what will happen in the case of project cost overruns
 - the details of the revenue recapture plan if applicable

- Attach a Statement that the Applicant Will Follow State Procurement Standards Inclusive of W.S. § 15-1-113 and W.S. § 16-6-101, et seq.** This can be satisfied by providing either a signed letter from the applicant’s responsible official or it can be included in the required resolution.

- Attach acknowledgement that the Wyoming Preference Act (Wyoming State Statute § 16-6-201 through 16-6-206) will be adhered to throughout the project.** Include acknowledgement that the Wyoming Preference Act will be followed throughout the project and that all related state statutes will be adhered to for the project.

For additional information please contact the Wyoming Workforce Services Labor Standards Office at: 307-777-7261

To view the actual statute, please go to the following link:

<http://legisweb.state.wy.us/statutes/statutes.aspx?file=titles/Title16/T16CH6AR2.htm>

- Attach verification of project costs.** A qualified engineer's or architect's certified cost estimate is required. Grants and loans will be made only to applicants who demonstrate that upon receipt of the grant and/or loan all project costs will be funded. If the project involves purchase of property, then there must be an appraisal of the property.
- Certified Structural Analysis.** A certified structural analysis is required for all projects involving the renovation or financing of an existing structure. Grants and loans will be made only to applicants who demonstrate that upon receipt of the grant and/or loan all project costs will be funded. If the project involves purchase of property, then there must be a structural analysis completed by a qualified structural engineer and submitted to WBC staff.
- Attach certifications, if applicable.**
 - If the applicant is a joint powers board, then attach a Certificate of Organization and an executed Joint Powers Agreement to the application.
 - A Certificate of Incorporation is required if a Community or State Development Organization will carry out the project.
- Attach site information.** Attach a detailed map, aerial photograph, and/or site plan showing the location of the project site and the facility proposed to be funded with BRC. If the project includes public infrastructure activities, the map should sufficiently detail those improvements and their location.
- Attach a Contingency and Development Agreement (if applicable).** Attach a final draft of the contingency and development agreement between the applicant, the business, and a Community Development Organization (if applicable), agreeing that expansion or relocation will occur and under what conditions. It should address:
 - the public benefit to be derived by the project
 - the "consideration" (return) in exchange for the public project
 - specified source of match funding by account name or other identifying characteristics
 - what will happen in the case of project cost overruns
 - procurement
 - responsibilities of each party
 - timelines
 - revenue recapture
- Attach a revenue recapture plan.** Revenue generated by the applicant or a private developer through publicly funded infrastructure projects must be recaptured by the applicant. (See Section VII of the application.)
- Attach a Lease Agreement, if applicable.** Attach a draft of the lease agreement. A signed lease agreement will be required if the applicant or CDO is leasing property as a part of this project.

- Attach an Operation and Maintenance Plan or Business Plan, if applicable.** The plan should include projected expenses and project income sources for three years (must be to the Regional Director in advance to the first public hearing)
- Attach a workforce recruitment and/or training program, if applicable.** Include a program outline if the project involves educational development infrastructure for workforce or entrepreneurial training.
- Attach zoning documentation.** If the site is zoned, attach a description of the allowable uses under this zoning. If a zone change is necessary, attach a description of the allowable uses under the proposed zoning.
- Attach planning documents.** Attach relevant portions of community plans, studies, or workforce development plans to help answer Community Information questions. Reference the attachment in your answer.
- Attach a GPS mapping plan.** All BRC funded infrastructure should be mapped using GPS mapping. The mapping should be included in the project cost estimates as a part of the project bid. The data will be made available to the WBC.

SECTION I COVER SHEET

1. PROJECT TITLE: Salt Creek Industrial Park	
2. APPLICANT INFORMATION	
Applicant (City, Town, County, JPB, Tribe):	Casper Area Economic Development Alliance JPB Commissioners
Responsible Elected Official:	Mark Pepper, Chairman
Mailing Address:	300 S. Wolcott Street, Suite 300 Casper, WY 82601-2468
Local Contact:	Brad Miskimins
Position:	WLC Engineering, Surveying and Planning
Mailing Address:	PO BOX 20571 Cheyenne, WY 82003
Phone:	307-638-8757
Email:	bmiskimins@wlcwyo.com
3. PROJECT ADMINISTRATION CONTACT	
Organization Name:	Brad Miskimins
Contact Person:	WLC Engineering, Surveying and Planning
Mailing Address:	PO BOX 20571 Cheyenne, WY 82003
Phone:	307-638-8757
Email:	bmiskimins@wlcwyo.com
4. TYPE OF PROJECT <i>Briefly describe applicable project type.</i>	
<u>Infrastructure Type</u>	<u>Brief Description</u>
<input checked="" type="checkbox"/> Transportation	Gateway Boulevard Construction and Paving
<input type="checkbox"/> Building	
<input checked="" type="checkbox"/> Water or Sewer	Extension of water and sanitary sewer service to Salt Creek Industrial Park as well as construction of stormwater drainage system.
<input type="checkbox"/> Educational Development	
<input type="checkbox"/> Other	
5. PROJECT COSTS Indicate minimum necessary total public project infrastructure costs.	
a. Amount of loan requested:	0
b. Amount of grant requested:	\$1,583,542.54
c. Total local contribution (match and ineligible project costs):	\$300,509.83
TOTAL Project Cost (a+b+c):	\$1,884,052.37
DECLARATION: I HERBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE WYOMING BUSINESS COUNCIL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.	
Responsible (Elected) Official's Signature and Date:	
Print or Type Name and Title: Mark Pepper, Chairman	

SECTION II: PRELIMINARY REGIONAL COMMENTS AND CONCERNS

The Regional Director must provide an overview of the project and address any concerns he or she may have. If there are concerns, the applicant is urged to address those as soon as possible, before submitting the application. (Note, these comments are preliminary, and the Regional Director will have an opportunity to revise during the recommendation process.)

Regional Director Signature

Date

SECTION III: PROJECT INFORMATION

1. PROJECT DESCRIPTION. Provide a description of the proposed project.

This project will extend publically owned infrastructure to and through the Salt Creek Industrial Park. The Salt Creek Industrial Park consists of nine lots ranging in size from 2.5 to 7 acres. In total the development is 42.10 acres in size. Proposed improvements include water, sewer, stormwater and roadway construction and paving.

2. PUBLIC BENEFIT. Describe the public benefits of the proposed project including the importance of the project to the community and how it promotes economic development. (Please consult the WBC Regional Director for information on conducting an economic impact study for this project.)

This project has many public benefits that include:

- Upgrade the existing 6" water main in this area. The existing water line provides inadequate supply to current users and no capacity for any future development. This project will tie into the regional water systems 12" line in the area which in turn will tie into the existing 6" line presently serving the area. This will improve water quality in the area as well as increasing the amount of water available to current or future users. This project will be designed and constructed with stub outs so that the water system can be extended to areas north, south and to the west of the Salt Creek Industrial Park.*
- Improve stormwater drainage issues in this area. Currently, there is no stormwater drainage system in this area. This project will construct a stormwater drainage system that not only serves this project but will benefit the surrounding properties as well.*
- Provide an interconnection between Salt Creek Highway and the proposed Polaris Drive. Polaris Drive is a 4.13 mile north-south road that would extend south from Westwind Road in Bar Nunn southward to Salt Creek Highway. This project would open up an additional 300 acres to the west and approximately 1,300 acres to the north for future development.*
- A wider roadway will be constructed to allow for future development and for the access road to serve as an arterial road between Salt Creek Highway and Polaris Drive. The roadway will have a 36' wide paving width whereas County standards only require a 24' wide paving section.*
- Development of the Salt Creek Industrial Park will help ensure that a steady inventory of commercial/light industrial lots are available for development. For example it is estimated that nearly all lots within the Evansville Business Park will be sold when the Salt Creek Industrial Park comes on line.*

3. PROJECT GOALS AND OBJECTIVES. Describe the goals of the project and identify indicators or measures to be used to determine at the conclusion of the project if goals were achieved and if the project is a success. The performance measures should

focus on solid, measurable actions related to the project. Examples of indicators may be the amount of money leveraged (from other public or private sources), number of self-sufficient jobs created, number of business-ready lots created, etc.

We propose the following goals be used to measure the level of success of this project:

- The amount of revenue recapture generated from lot sales with the Salt Creek Industrial Park.*
- The increase in assessed valuation from development of the Salt Creek Industrial Park.*
- The level of increased private investment as measured by increased assessed valuation of Natrona County from development of the Salt Creek Industrial Park.*
- Tap fees paid to the Wardwell Water and Sewer District for connection to the water and sanitary sewer systems.*

4. PROJECT NEED. Describe in sufficient detail the need for the project and why BRC funds are necessary. **Include any other funding options which have been pursued for this project** (For example: WWDC, WYDOT, private funds, other state or federal funds). Evidence of project need is demonstrated through a well-developed justification for public financing. **The discussion should also address why other financing options could not be obtained or are not feasible and repercussions if funding is denied.**

We are unaware of any other viable state or federal funding sources for this project. The property owner is committing a significant amount of resources to this project. In addition, the project is being designed to provide several tangible public benefits including:

- Widening the access road more than is required to provide an arterial roadway between Salt Creek Highway and the proposed Polaris Drive.*
- Providing backbone stormwater drainage to the area that currently lacks any stormwater drainage provisions.*
- Improving water quality and quantity in the area by providing a looped water system along with increased flows needed for future development as well as fire protection needs.*
- If funding is not approved the developer would not construct the roadway as an arterial street and the opportunity to provide a well built arterial connection at this location between Salt Creek Highway and the planned Polaris Drive would be lost and the opportunity to open up the large undeveloped tracts to the west would be lost.*

5. REHABILITATION. Will the requested grant or loan fund the rehabilitation or expansion of existing infrastructure or facilities?

Yes No

If "yes," explain.

This project involves the extension of publically owned infrastructure to raw undeveloped land in order to establish an industrial park.

6. OWNERSHIP. Will the applicant own the improvements funded by this program?

Yes No **X**

If "no," then who will own the improvements?

The water and sewer systems will be owned by the Wardwell Water and Sewer District, a public entity and the roadway and the stormwater system will be dedicated to the public.

7. TIMELINE. Describe a realistic project timeline. Include the number of months the project will take, and any other authorizations, permits, funding, or activities necessary prior to the commencement of the project. If the project is to be phased, provide a separate timeline for future phases.

December 2014 – WBC Consideration

January 2015 – SLIB Consideration

February 2015 – Grant Agreement

March to May 2015 – Project Design and Construction Contract Bidding

May to September 2015 – Construction

October 2015 – Project Close Out

8. SIMILAR SITES. Are there similar sites or facilities within the community that are un-utilized or under-utilized?

Yes No **X**

If "yes" please detail what makes this project unique or necessary.

9. SOCIAL SERVICES, IF APPLICABLE. If the project will expand social services, explain whether demand for those services is outpacing the existing supply of services. Attach any relevant documentation. What is the net effect on the local economy? Attach any relevant documentation.

Not Applicable. Please note that Natrona County carefully considered the impact that this development will have on its services as it is does for each development. The positive factors of this development far out weight any possible negative impacts.

10. REVENUE. Will the project funded by BRC generate revenue?

Yes No

If "yes," how will revenue be used? Attach a specific plan that anticipates revenue streams and prioritize economic development initiatives to be paid for with the revenue. (See Section VII)

The owner of the lots within the Salt Creek will pay the Casper Area Economic Development Alliance JPB 8% of gross sales per parcel sold. This agreement has the potential to generate a total of \$238,996.30 in revenue for the Casper Area Economic Development Alliance JPB based upon an estimated \$1.75 per square foot initial sales price and a total of 39.19 net acres within the development. It is important to note that by providing a percentage of gross sales as land values increase the amount of revenue recapture will increase. It is anticipated that eight of the 9 lots will sell within 5 years. In order to ensure payment of the recapture the recapture agreement will be recorded in Natrona County Clerk's Office and will serve as a encumbrance on the property. The recaptured funds will be deposited into an account the Casper Area Economic Development Alliance JPB has established to help fund the Polaris Drive project.

SECTION IV: SITE INFORMATION

1. What is the location/address of the project?

The Project is located within the SW ¼ of Section 29; Township 34 North; Range 79 West. The project is located west of Salt Creek Highway between the Town of Mills and the Town of Bar Nunn.

2. Is the project site publicly owned?

Yes No **X**

If "no," identify current property owners with contact information.

The infrastructure that the grant will be used to construct will be publically owned.

The property is currently owned by:

*FT Investments, LLC
Keith Tyler, Manager
421 South Center Street
Casper, WY 82601*

For Development the property will be transferred to:

*Rocking K Development, LLC
Keith Tyler, Manager
421 South Center Street
Casper, WY 82601*

3. Describe the site including total acres or square footage, size of developable area, and number of parcels for development. Also, describe any structures on the site, including useable square footage.

The total site is approximately 42.10 acres in size. The Salt Creek Industrial Park is comprised of nine lots ranging in size from 2.5 acres to 7 acres in size in total the development will comprise 39.19 acres of developable property.

4. Does the project involve land or building acquisition?

Yes **X** No

If "yes," then who owns the site and what steps are being taken, and by whom, to acquire the property?

The site of the Salt Creek Industrial Park has already been acquired by FT Investments, LLC. FT Investments, LLC is in the process of acquiring the site for the stormwater detention pond from the same landowner that the property was acquired for the Salt Creek Industrial Park.

5. How is the site currently used?

Currently the site is raw undeveloped land.

6. What is the proposed future land use of the site? Is it based on a community development plan? Reference the plan and describe how this project is consistent with that land use plan.

This project is consistent with the drafts of the 2014 Amendment to the 1998 Natrona County Development Plan.

7. Is the site zoned?

Yes No

If "yes," then what is the current zoning designation and is the proposed use consistent with that designation?

The property in question is zoned Light Industrial.

Will a zone change be required for intended use? Explain.

No zone change is needed for this project. The property is correctly zoned.

8. Are there any known environmental concerns at the site, especially asbestos, wetlands, floodplains, or sage grouse area?

Yes No

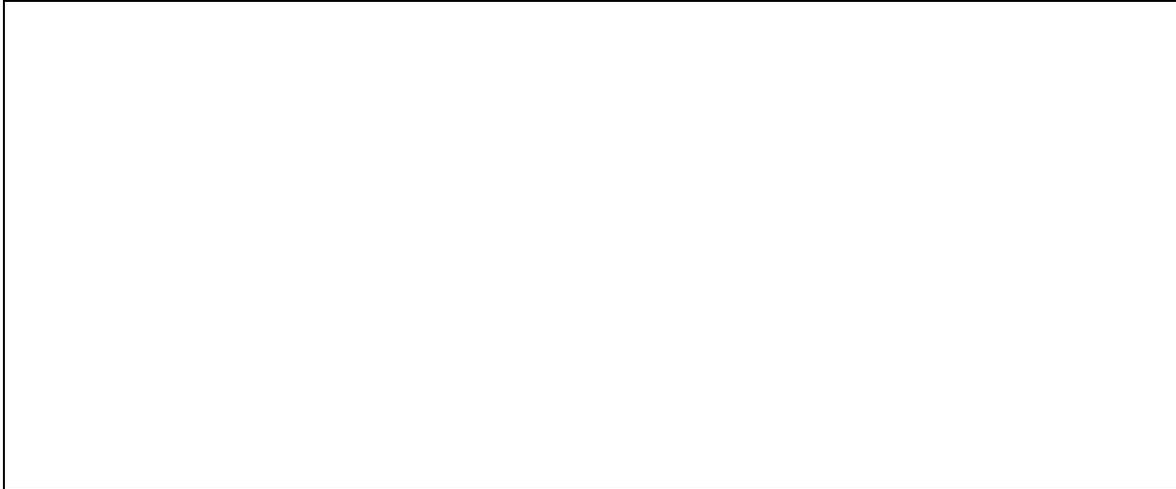
If yes, explain:

9. What infrastructure is necessary to serve the proposed site (i.e., water, sewer, electricity, natural gas, transportation facilities, and telecommunications) and what are the current coverage, quality, and capacity of the existing infrastructure? If there are deficiencies within any of the infrastructure systems, explain how the deficiencies will be improved.

The project will extend water and sanitary sewer service to the nine lots within the Salt Creek Industrial Park. In addition, the project will install a stormwater drainage system and detention pond to serve the development as well as the surrounding area. The project also involves the construction and asphalt pavement of a 36' wide roadway that is approximately 2,040 in length.

The project also involves the installation of dry utilities to the site including natural gas, electric service and telecommunications.

BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM



SECTION V: COMMUNITY INFORMATION

***** Attach portions of any relevant plans, studies, assessments, or reports. Reference the attachment in your answer.**

1. Does the community have an economic development plan or other study of the local economy?

Yes No

If "Yes," then provide the names and dates of relevant plan(s) and describe how does the proposed project fits into overall economic development strategy of the community.

*Comprehensive Economic Development Strategy - 2010
5 Year Strategic Plan 2013 - 2018
Economic Development Strengths, Weaknesses, Opportunities, and Threats - 2007
Recommendation of Marketing Targets – 2008*

This project fits in very well with the overall economic development strategy of the community. The Recommendation of Marketing Targets study identified High-end Industrial Services and Production, Machine Shops and Heat Treating industries as targets. This project is well suited to house these industries. The Comprehensive Economic Development Strategy sites that a weakness in the community is a lack of prepared industrial sites. This project directly helps address this weakness. The 5 Year Strategic Plan identified 10 areas of concern. One of those areas of concern was transportation. A 3 to 5 year goal of “Support expanded highway infrastructure West Belt, Bar Nunn” was established. This project will directly benefit this goal. The Economic Development Strengths, Weaknesses, Opportunities, and Threats study identified a weakness as a Lack of Prepared Industrial Sites and High Land Development Costs. This project will directly address this weakness.

2. What are the community's strengths, weaknesses, opportunities and threats? Explain. *Please reference the Economic Development Strengths, Weaknesses, Opportunities, and Threats – 2007 report.*

3. What steps are being taken to promote economic development in the community by the applicant or other groups within the community? (For example, business recruitment and retention programs, workforce development, future public investments, marketing campaigns, amenities, etc.)

CAEDA is actively pursuing many avenues of economic development, including, but not limited to: business attraction, community marketing, business retention and expansion, workforce training, conducting economic development related studies,

gathering and disseminating community and property data, and other activities associated with professional economic development.

4. Is there a community or economic development group or committee that is proactively working or implementing an economic development strategy?

Yes No

Explain.

CAEDA is the professional, full-time economic development organization in Natrona County. The board is focused on a strategy that will lead to local economic diversification while enhancing and expanding the many opportunities which exist in the county. CAEDA will continue to address issues including, but not limited to: transportation, technology, telecommunications, workforce, marketing, training, land development, and small business incubators.

5. Is there a list of current commercial and industrial vacancies available to prospective business?

Yes No

Explain.

A list of current commercial and industrial vacancies is posted on CAEDA's website - <https://www.caeda.net/>.

6. Has the community identified targeted industries?

Yes No

Explain.

Yes, the community has identified targeted industries through the Recommendation of Marketing Targets study completed in 2008. This study identified High-end Industrial Services and Production, Machine Shops and Heat Treating industries as targets. This project is well suited to house these industries.

7. Are there any studies or surveys summarizing labor force characteristics, skills, supply or demand?

Yes No

Explain.

Please reference the studies detailed in question number one.

8. How does the availability of the local labor force compare to the demand for labor should this Business Ready project be successful? If necessary reference any applicable labor statistics.

We do not believe that this project will have any negative impact on the local labor force due to the relatively small size of the project.

9. How does the availability of the housing compare to the demand for housing should this Business Ready project be successful? If necessary reference any applicable local housing statistics.

We do not believe that this project will have any negative impact on the demand for housing due to the relatively small size of the project.

SECTION VI: BUDGET INFORMATION

The project budget pages need to show how all eligible costs will be covered by both cash and in-kind contributions. Construction costs represented here must be supported by estimates from a qualified engineer or architect.

Part A: Eligible Project Costs

Eligible Project Costs	
1. Land, structures, rights-of-way, appraisals, etc.	\$295,620.00
2. Architectural and engineering fees	\$253,604.98
3. Other fees (surveys, tests, etc.)	\$
4. Project inspection fees	\$
5. Site work	\$1,208,024.90
6. Demolition and removal	\$
7. Construction	
a. Electrical Systems	\$
b. Mechanical, Plumbing, HVAC Systems	\$
c. Landscaping	\$
d. Foundation and/or Structural Framing System	\$
e. Interior Finishes	\$
f. Fire Protection	\$
g. Remediation	\$
h. Other infrastructure (i.e. water line, sewer, etc)	\$
8. Miscellaneous/Other (Please explain in detail below)	\$
9. Subtotal (sum of lines 1 through 8)	\$1,757,249.88
10. Contingencies	\$126,802.49
Total Eligible Project Costs	
11. Total Eligible Project Costs <i>Use this amount for Part B, Number 1 and as the Total Eligible Project Costs as listed on the cover sheet.</i>	\$1,884,052.37

Further explanations:

Part B: Funding Sources

<p>1. Total Eligible Project Cost <i>This amount will be the same as Part A, Number 11 and will be reflected on the Cover Sheet as the Total Project Cost.</i></p>	<p>\$1,884,052.37</p>	<p>1a</p>																					
<p>2. Local Match</p> <p>a. Cash Match. List cash match funding source(s) and amount. Identify whether the amount has been provided or is being requested. Provide the status and the date funds were approved or the date that funds are expected to be approved.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Cash Match Source</th> <th style="text-align: center;">Status (approved or pending)</th> <th style="text-align: center;">Date of Approval</th> <th style="text-align: right;">Cash Amount</th> </tr> </thead> <tbody> <tr> <td>Property Owner</td> <td style="text-align: center;">Approved</td> <td style="text-align: center;">10/8/2014</td> <td style="text-align: right;">\$64,889.83</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="3" style="text-align: right;">Total Cash Match</td> <td style="text-align: right;">\$</td> </tr> </tbody> </table>			Cash Match Source	Status (approved or pending)	Date of Approval	Cash Amount	Property Owner	Approved	10/8/2014	\$64,889.83				\$				\$	Total Cash Match			\$	<p>2a</p>
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			\$																				
			\$																				
Total Cash Match			\$																				
<p>b. In-kind Match. List in-kind contribution types, descriptions, sources and values. These amounts should also be reflected in Part A: Project Costs.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Description</th> <th style="text-align: left;">Source</th> <th style="text-align: left;">Value</th> </tr> </thead> <tbody> <tr> <td><i>Example: Road Grading</i></td> <td><i>City Employee</i></td> <td><i>40 hrs @ \$15/hr = \$600</i></td> </tr> <tr> <td>Right-Of-Way</td> <td>Property Owner</td> <td>\$235,620 (134,640 SQ/FT @ 1.75 per SQ/FT)</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total In-kind Match</td> <td style="text-align: right;">\$235,620.00</td> </tr> </tbody> </table>			Description	Source	Value	<i>Example: Road Grading</i>	<i>City Employee</i>	<i>40 hrs @ \$15/hr = \$600</i>	Right-Of-Way	Property Owner	\$235,620 (134,640 SQ/FT @ 1.75 per SQ/FT)			\$			\$	Total In-kind Match		\$235,620.00	<p>2b</p>		
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<p>c. Total Local Match (Sum 2a and 2b)</p>		<p>\$300,509.83</p>	<p>2c</p>																				
<p>Match Percentage (2c divided by 1a) A BRC grant and/or loan request in up to \$250,000 requires a minimum match of 5% of the grant or loan request. A BRC grant and/or request over \$250,000 requires a minimum match of 15% of the grant or loan request up to \$1,500,000. The match for anything over \$1,500,000 will be 30% of which half must be cash match.</p>			<p>15.95%</p>																				
<p>4. Business Ready Community (BRC) Request (Subtract 1 - 2c) <i>This is the amount of money you need to complete the project.</i></p>		<p>\$1,583,542.54</p>																					

Part C: Ineligible Costs

Ineligible project costs include fixtures, appliances, equipment or other features of a facility not physically attached.

1. Ineligible Project Costs (if applicable)	
Ineligible Items	Amount
Dry Utilities	\$225,000.00
	\$
TOTAL Ineligible project costs	\$225,000.00
2.. Local Contribution Toward <i>Ineligible</i> Project Costs (if applicable)	
Source of Funding	Amount
Property Owner	\$225,000.00
	\$
TOTAL Source of Funding for Ineligible Project Costs	\$225,000.00

Part D: Total Project Costs

Total Eligible Project Costs	\$1,884,052.37
Total Ineligible Project Costs	\$225,000.00
Total Project Cost	\$2,109,052.37

SECTION VII: REVENUE RECAPTURE PLAN

Revenue generated by the applicant or a private developer through publicly funded infrastructure projects must be recaptured by the applicant at a rate negotiated between the applicant and other partners and commensurate with the public investment. A plan must be designed demonstrating how the recaptured funds will be managed and utilized for the purpose of economic development. The viability and thoroughness of the recapture plan for revenue generating projects will anticipate revenue streams and prioritize economic development initiatives to be paid for with the revenue while allowing the community flexibility to respond to opportunities.

The intent of the revenue recapture plan is to ensure that the BRC funding allocated to a project will continue to remain in the community fostering community and economic development activities. The following are some examples of eligible uses for recaptured funds: revolving loan fund, façade improvements, downtown development, beautification, marketing, matching funds for future grants or loans, public infrastructure improvements encouraging economic development, trainings and seminars, economic development studies and plans, and entrepreneurship initiatives. Revenue recaptured funds may be used for up to fifty percent (50%) of operations and management costs.

The plan must:

- identify projected revenue streams from the project and state the amount of revenue anticipated to be recaptured
- discuss how these recaptured funds will be managed
- state specifically how the recaptured funds will be utilized
- state goals and objectives that are consistent with existing community and economic development plans
- identify any additional funding and partnerships that may be involved
- details of the revenue recapture plan must be noted in the resolution of support

SECTION VIII: ADDITIONAL INFORMATION FOR LOAN REQUESTS

Skip this section if you are applying only for a grant.

A general BRC loan may be made to fund the entire funding request or fund a portion of the project in conjunction with a BRC grant request. A Special Assistance Loan may be used to loan additional funding in excess to the maximum BRC award amount and/or the full or partial funding of the required match.

The WBC Council will recommend an interest rate and a term for repayment. The State Loan and Investment Board will have final approval.

In addition to completing the application and providing all necessary documents, the following must be submitted:

- Proposed loan terms and interest rate.
- An additional resolution passed by the applicant stating the method of repayment and proposed security for the loan
- A summary of the applicant's total investments and cash balances for the two preceding years (Complete chart on the following page)
- A letter from the applicant's attorney addressing the following in detail:
 - The applicant's authority to enter into this BRC loan
 - The applicant's current indebtedness and borrowing capacity
 - Whether or not this loan will require an election
 - Method of repayment and any revenue sources
 - Affirmation that Wyoming State Constitutional debt provisions and all other applicable statutes will be followed.

Should an applicant be awarded a BRC loan, the applicant will have to enter into a loan agreement with the WBC.

1. Identify the revenue source(s) that will be used to service loan debt for total public project costs.

2. List all sources of proposed security for the loan.

3. Complete following General Financial Information Form.

<i>General Financial Information Form for BRC Loan Requests</i>			
Financials prepared by:			
Date:			
Entity:			
Tax ID Number			
	Current FY	Previous Two FY's	
	FY :	FY :	FY :
GENERAL FUND ANALYSIS			
REVENUES			
Taxes			
Local Property Taxes			
Local Sales Tax			
Other Local			
Intergovernmental Revenues			
Other			
EXPENDITURES			
General Gov't.			
Physical Security			
Other			
ASSESSED VALUATION			
TOTAL MILLS LEVIED			
Provide Breakdown of the mill levy distribution for this FY			
TOTAL INVESTMENTS			
TOTAL CASH BALANCES			
	<i>Current FY</i>		
TOTAL BONDED AND NON-BONDED INDEBTEDNESS			
Principal Balance			
Interest Rate			
Remaining Term			
SALES AND USE TAX LEVY			

099 Public Meetings

**NOTICE OF PUBLIC HEARING
2014 BUSINESS READY
COMMUNITY GRANT AND
LOAN PROGRAM APPLICATION
FOR A COMMUNITY
READINESS PROJECT**

The Wyoming Business Council is seeking grant and loan applications from counties, incorporated cities, towns, joint powers boards, and tribes for the 2014 Business Ready Community (BRC) Grant and Loan Program. The intent of this program is to ready a community for new business development through economic or educational development projects which may include, but not limited to, water, sewer, streets and roads, telecommunications, airports, purchase of rights of way, purchase of land, buildings, facilities, industrial and business parks, industrial site or business district development, amenities within a business or industrial park, landscaping, recreational and convention facilities, and or other physical projects.

The rules governing the BRC Grant and Loan Program are available through the Wyoming Business Council at <http://www.wyomingbusiness.org>.

The CASPER-NATRONA COUNTY ECONOMIC DEVELOPMENT JOINT POWERS BOARD (EDJPB) intends to submit an application for a BRC COMMUNITY READINESS Grant, to extend publically owned infrastructure to and within the Salt Creek Industrial Park and is seeking citizen input regarding this project. Those wishing to comment on this project are encouraged to attend a public hearing(s) on this subject on November 12, 2014 at 10:00, in the Casper Area Economic Development Alliance Conference Room 300 South Wolcott, Suite 300 Casper, Wyoming. Citizens can also submit written comments to:
Noelle Reed, Economic and Business Developer
CAEDA

300 South Wolcott, Suite 300
Casper, WY 82601-2468

All written comments must be received no later than 5:00 on November 11, 2014. The CASPER-NATRONA COUNTY ECONOMIC DEVELOPMENT JOINT POWERS BOARD (EDJPB) will take all comments made at the public hearing and written comments submitted on or before the deadline into consideration before considering a resolution in support of submitting an application for a 2014 BRC COMMUNITY READINESS Award.

Published: November 5, 2014
Legal No: 989215

Development and Contingency Agreement

THIS AGREEMENT is made and entered into by and between Casper Area Economic Development Alliance Joint Powers Board (hereinafter CAEDAJPB), FT Investments, LLC (hereinafter FT), Rocking K Development, LLC (hereinafter Rocking K) to become effective once the grant agreement is signed between the CAEDAJPB and the Wyoming Business Council.

Purpose: The purpose of this agreement shall be to define duties and responsibilities for Wyoming Business Council (WBC) Community Readiness grant award for infrastructure improvements for the Salt Creek Industrial Park sponsored by CAEDAJPB.

PROJECT DESCRIPTION

This project will involve the construction of water, sewer, stormwater systems and roadway improvements and related appurtenances to serve the Salt Creek Industrial Park.

Term: This contract shall take effect on the first day of the receipt of an executed grant agreement.

Section 1- General Understanding:

By entering into this agreement, CAEDAJPB, FT and Rocking K understand that the facility development is dependent upon CAEDAJPB receiving and executing a Grant Agreement.

The parties further agree that the public benefits that will accrue from this project that include: increased assessed valuation, tap fees paid to Wardwell Water and Sewer District, improved water, sewer, storm sewer and transportation systems within this area.

Section 2 – FT and Rocking K Responsibilities:

By entering into this agreement, FT and Rocking K agree:

- 2.1 To ensure the funds awarded to CAEDAJPB will be utilized only the purposes authorized in the grant agreement.
- 2.2 To ensure that the project is bid in accordance with applicable Wyoming Business Council rules and applicable Wyoming state statutes.
- 2.3 FT and Rocking K will be responsible to administer the grant award with assistance from CAEDAJPB including but not limited submitting quarterly reports, annual reports and the final infrastructure report.
- 2.4 FT and Rocking K agree to be responsible for any cost overruns associated with the project.

- 2.5 FT and Rocking R will pay eight (8%) percent of the gross sales price of each lot sold within the Salt Creek Industrial Park to CAEDAJPB to be used for the purposes enumerated in Section 3.4. To ensure payment of these recaptured funds the recapture agreement will be recorded with the Natrona County's Clerk's Office.
- 2.6 FT and Rock K agree to provide all matching funds for the grant request. Matching funds are comprised of the Right OF WAY donation of a 66 foot wide roadway approximately 2,040 feet in length having an in-kind value of \$235,620.00 and \$64,889.83 in cash.

Section 3 - CAEDAJPB Responsibilities:

By entering into this agreement, CAEDAJPB agrees:

- 3.1 CAEDAJPB agrees to be the applicant for the WBC grant.
- 3.2 Execute the grant agreement with the WBC for the project.
- 3.3 Assist FT and Rocking K in submitting all reports required by the WBC.
- 3.4 That all payments received under section 2.5 of this agreement will be used to assist in funding the planning, design or construction of Polaris Drive.
- 3.5 Establish and maintain a separate account for the payments received under Section 2.5.

MUTUAL AGREEMENTS

Section 1- Good Faith:

The CAEDAJPB, FT and Rocking K will make every effort, sign all documents, and undertake all acts which are reasonably necessary to timely perform and carry out their responsibilities set forth in this Agreement, and to comply with grant requirements.

Section 2 - Contingent Agreement:

This Agreement is contingent upon receipt of the Grant funds by the CAEDAJPB. The parties agree that nothing in this Agreement shall be construed to mean that the CAEDAJPB and other signatories on this development agreement are obligated to proceed with the project if it does not receive the requested Grant funding from the WBC. In the event that a grant is not awarded, this agreement shall be null and void ab initio, as of the date upon which the parties are notified that the grant will not be awarded.

Section 3 - Effective Date - Termination:

This Agreement shall be effective as of the last signature date on the grant agreement between the CAEDAJPB and the Wyoming Business Council and shall continue until the final infrastructure report has been filed with and accepted by the Wyoming Business Council.

Section 4 - Sovereign Immunity:

The CAEDAJPB does not waive its governmental or sovereign immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a sovereign, pursuant to W.S.1-39-104(a) and all other state laws.

Section 5 - Indemnification:

FT, Rocking K and CAEDAJPB each respectively indemnify and hold harmless the CAEDAJPB for and against any and all claims associated in any manner with regard to the respective obligations of the stated entities hereunder, and against any and all damages to property, or injuries to or death of any person(s) and shall defend, indemnify and hold the CAEDAJPB harmless in proceedings of any nature or kind, including Workers' Compensation claims of or by anyone whomsoever in any way resulting from or arising out of the operations in connection herewith.

Section 6 - Successors and Assigns:

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the parties respectively and their partners, successors, assigns, and legal representatives.

Section 7 - Legal Relations:

All parties hereto shall comply with all Federal, State and local laws and ordinances applicable to the work to be done. This agreement is to be governed by the laws of the State of Wyoming.

Section 8 - Attorney's Fees and Costs:

In the event it becomes necessary for any party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein then the prevailing party or the party giving notice shall be entitled to reasonable attorney's fees and costs.

Section 9 - Modification and Amendments:

Any amendment or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this contract.

SO AGREED, as of the date written above.

CAEDAJPB:

Date _____

FT:

Date _____

Rocking K

Date _____

Addendum

THIS ADDENDUM to the Development and Contingency Agreement made and entered into by and between Casper Area Economic Development Alliance Joint Powers Board, FT Investments, LLC and Rocking K Development, LLC to become effective once the grant agreement is signed between the Casper Area Economic Development Alliance Joint Powers Board and the Wyoming Business Council.

Purpose: The purpose of this addendum is to include the Wardwell Water and Sewer District (hereinafter the District) and shall define duties and responsibilities for Wyoming Business Council (WBC) Business Council Community Readiness grant award for the water and sewer systems to serve the Salt Creek Industrial Park. A separate agreement will be drafted at the time the water and sewer ownership is transferred to the District.

Section 1 - The District Responsibilities:

By entering into this addendum to the agreement, the District agrees:

- 1.1 The Sewer Infrastructure will be owned, operated and maintained in accordance with specifications of and by the District.
- 1.2 The Water Infrastructure will be owned, operated and maintained in accordance with specifications of and by the District.
- 1.3 The District agrees to the Mutual Agreements component of the original agreement and hereinafter will abide by those covenants previously set forth with the Casper Area Economic Development Alliance Joint Powers Board, FT and Rocking K.

Section 2 - FT and Rocking K Responsibilities:

By entering into this addendum to the agreement, FT and Rocking K agrees:

- 1.1 The water and sewer systems will be constructed to district standards and applicable State of Wyoming standards.
- 1.2 FT and Rocky K will provide the District with as built drawings of the water and sewer systems.

Section 3 - Effective Date:

This Addendum shall be effective as of the _____ day of _____, 2014.

SO AGREED, as of the date written above.

Wardwell Water and Sewer District:

Chairman, Wardwell Water and Sewer District



ENGINEERING • SURVEYING • PLANNING
200 PRONGHORN, CASPER, WY. 82601
PHONE: (307) 266-2524



SCALE: 1"=120'



ENGINEER'S ESTIMATE OF TOTAL CONSTRUCTION COST

Salt Creek Highway Industrial Park

Prepared by: Brad Holwegner, WLC - 10/27/2014

ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
ON-SITE IMPROVEMENTS				
MOBILIZATION	LS	LUMP SUM	\$82,954.90	\$82,954.90
MISCELLANEOUS FORCE ACCOUNT	FA	1	\$7,500.00	\$7,500.00
UNCLASSIFIED EXCAVATION	CY	5000	\$3.50	\$17,500.00
TOPSOIL REMOVAL AND REPLACEMENT	CY	2750	\$3.00	\$8,250.00
4" PLANT MIX PAVEMENT	SY	9000	\$22.00	\$198,000.00
10" CRUSHED BASE	SY	11700	\$14.00	\$163,800.00
GEOTEXTILE SEPARATION FABRIC	SY	11700	\$2.00	\$23,400.00
TYPE "B" CURB & GUTTER	LF	4100	\$20.00	\$82,000.00
24" RCP STORM	LF	1400	\$55.00	\$77,000.00
24" RCP FLARED END SECTION	EA	2	\$800.00	\$1,600.00
30" RCP STORM	EA	1600	\$75.00	\$120,000.00
30" RCP FLARED END SECTION	SY	1	\$1,200.00	\$1,200.00
STORM MANHOLE	EA	8	\$4,500.00	\$36,000.00
CATCH BASIN	EA	8	\$2,500.00	\$20,000.00
12" PVC WATERLINE	LF	4200	\$27.00	\$113,400.00
12" PVC WATERLINE BORE	LF	100	\$120.00	\$12,000.00
12" GATE VALVE	EA	10	\$2,400.00	\$24,000.00
12" PVC FITTINGS	EA	5	\$800.00	\$4,000.00
CONNECT TO EXISTING WATER	EA	1	\$2,500.00	\$2,500.00
12" WATER HOT TAP	EA	2	\$4,500.00	\$9,000.00
FIRE HYDRANT ASSEMBLY	EA	8	\$5,500.00	\$44,000.00
INSTALL 2" POLYETHYLENE WATER SERVICE	EA	9	\$1,500.00	\$13,500.00
INSTALL 6" WATER SERVICE	EA	9	\$2,500.00	\$22,500.00
8" PVC SANITARY SEWER LINE	LF	1990	\$28.00	\$55,720.00
SANITARY MANHOLE	EA	6	\$4,500.00	\$27,000.00
INSTALL 6" PVC SANITARY SEWER SERVICE	EA	9	\$1,800.00	\$16,200.00
CONNECT TO EXISTING SANITARY	EA	1	\$2,000.00	\$2,000.00
FLOWFILL	CY	75	\$110.00	\$8,250.00
TEMPORARY TRAFFIC CONTROL	LS	LUMP SUM	\$2,500.00	\$2,500.00
MISCELLANEOUS STRIPING	LS	LUMP SUM	\$5,000.00	\$5,000.00
EASEMENT ACQUISITION	LS	LUMP SUM	\$10,000.00	\$10,000.00
LAND ACQUISITION	LS	LUMP SUM	\$50,000.00	\$50,000.00
STREET SIGNS	EA	2	\$500.00	\$500.00
DRILLED SHAFT FOUNDATIONS	EA	9	\$750.00	\$6,750.00
SUBTOTAL =				\$1,268,024.90
ESTIMATED CONSTRUCTION COST =				\$1,268,024.90
10% CONTINGENCY =				\$126,802.49
ESTIMATED DESIGN ENGINEERING =				\$101,441.99
ESTIMATED CONSTRUCTION ENGINEERING =				\$152,162.99
TOTAL ESTIMATED CONSTRUCTION COST =				\$1,648,432.37

ENGINEER'S ESTIMATE OF TOTAL WATERLINE CONSTRUCTION COST

Salt Creek Highway Industrial Park

Prepared by: Brad Holwegner, WLC - 10/27/2014

ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
ON-SITE IMPROVEMENTS				
MOBILIZATION	LS	LUMP SUM	\$20,534.30	\$20,534.30
MISCELLANEOUS FORCE ACCOUNT	FA	1	\$1,875.00	\$1,875.00
10" CRUSHED BASE	SY	2700	\$14.00	\$37,799.96
GEOTEXTILE SEPARATION FABRIC	SY	2700	\$2.00	\$5,399.99
12" PVC WATERLINE	LF	4200	\$27.00	\$113,400.00
12" PVC WATERLINE BORE	LF	100	\$120.00	\$12,000.00
12" GATE VALVE	EA	10	\$2,400.00	\$24,000.00
12" PVC FITTINGS	EA	5	\$800.00	\$4,000.00
CONNECT TO EXISTING WATER	EA	1	\$2,500.00	\$2,500.00
12" WATER HOT TAP	EA	2	\$4,500.00	\$9,000.00
FIRE HYDRANT ASSEMBLY	EA	8	\$5,500.00	\$44,000.00
INSTALL 2" POLYETHELYNE WATER SERVICE	EA	9	\$1,500.00	\$13,500.00
INSTALL 6" WATER SERVICE	EA	9	\$2,500.00	\$22,500.00
FLOWFILL	CY	24.975	\$110.00	\$2,747.25
TEMPORARY TRAFFIC CONTROL	LS	LUMP SUM	\$625.00	\$625.00
SUBTOTAL =				\$313,881.51
ESTIMATED CONSTRUCTION COST=				\$313,881.51
10% CONTINGENCY =				\$31,388.15
ESTIMATED DESIGN ENGINEERING =				\$25,110.52
ESTIMATED CONSTRUCTION ENGINEERING =				\$37,665.78
TOTAL ESTIMATED CONSTRUCTION COST=				\$408,045.96

ENGINEER'S ESTIMATE OF TOTAL STORM SEWER CONSTRUCTION COST

Salt Creek Highway Industrial Park

Prepared by: Brad Holwegner, WLC - 10/27/2014

ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
ON-SITE IMPROVEMENTS				
MOBILIZATION	LS	LUMP SUM	\$22,471.58	\$22,471.58
MISCELLANEOUS FORCE ACCOUNT	FA	1	\$1,875.00	\$1,875.00
24" RCP STORM	LF	1400	\$55.00	\$77,000.00
24" RCP FLARED END SECTION	EA	2	\$800.00	\$1,600.00
30" RCP STORM	EA	1600	\$75.00	\$120,000.00
30" RCP FLARED END SECTION	SY	1	\$1,200.00	\$1,200.00
STORM MANHOLE	EA	8	\$4,500.00	\$36,000.00
CATCH BASIN	EA	8	\$2,500.00	\$20,000.00
FLOWFILL	CY	24.75	\$110.00	\$2,722.50
TEMPORARY TRAFFIC CONTROL	LS	LUMP SUM	\$625.00	\$625.00
EASEMENT ACQUISITION	LS	LUMP SUM	\$10,000.00	\$10,000.00
LAND ACQUISITION	LS	LUMP SUM	\$50,000.00	\$50,000.00
SUBTOTAL =				\$343,494.08
ESTIMATED CONSTRUCTION COST=				\$343,494.08
10% CONTINGENCY =				\$34,349.41
ESTIMATED DESIGN ENGINEERING =				\$27,479.53
ESTIMATED CONSTRUCTION ENGINEERING =				\$41,219.29
TOTAL ESTIMATED CONSTRUCTION COST=				\$446,542.30

ENGINEER'S ESTIMATE OF TOTAL SANITARY SEWER CONSTRUCTION COST

Salt Creek Highway Industrial Park

Prepared by: Brad Holwegner, WLC - 10/27/2014

ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
ON-SITE IMPROVEMENTS				
MOBILIZATION	LS	LUMP SUM	\$7,429.98	\$7,429.98
MISCELLANEOUS FORCE ACCOUNT	FA	1	\$1,875.00	\$1,875.00
8" PVC SANITARY SEWER LINE	LF	1990	\$28.00	\$55,720.00
SANITARY MANHOLE	EA	6	\$4,500.00	\$27,000.00
INSTALL 6" PVC SANITARY SEWER SERVICE	EA	9	\$1,800.00	\$16,200.00
CONNECT TO EXISTING SANITARY	EA	1	\$2,000.00	\$2,000.00
FLOWFILL	CY	24.75	\$110.00	\$2,722.50
TEMPORARY TRAFFIC CONTROL	LS	LUMP SUM	\$625.00	\$625.00
SUBTOTAL =				\$113,572.48
ESTIMATED CONSTRUCTION COST=				\$113,572.48
10% CONTINGENCY =				\$11,357.25
ESTIMATED DESIGN ENGINEERING =				\$9,085.80
ESTIMATED CONSTRUCTION ENGINEERING =				\$13,628.70
TOTAL ESTIMATED CONSTRUCTION COST=				\$147,644.22

ENGINEER'S ESTIMATE OF TOTAL ROADWAY CONSTRUCTION COST

Salt Creek Highway Industrial Park

Prepared by: Brad Holwegner, WLC - 10/27/2014

ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
ON-SITE IMPROVEMENTS				
MOBILIZATION	LS	LUMP SUM	\$32,515.00	\$32,515.00
MISCELLANEOUS FORCE ACCOUNT	FA	1	\$1,875.00	\$1,875.00
UNCLASSIFIED EXCAVATION	CY	5000	\$3.50	\$17,500.00
TOPSOIL REMOVAL AND REPLACEMENT	CY	2750	\$3.00	\$8,250.00
4" PLANT MIX PAVEMENT	SY	9000	\$22.00	\$198,000.00
10" CRUSHED BASE	SY	9000	\$14.00	\$126,000.04
GEOTEXTILE SEPARATION FABRIC	SY	9000	\$2.00	\$18,000.01
TYPE "B" CURB & GUTTER	LF	4100	\$20.00	\$82,000.00
TEMPORARY TRAFFIC CONTROL	LS	LUMP SUM	\$625.00	\$625.00
MISCELLANEOUS STRIPING	LS	LUMP SUM	\$5,000.00	\$5,000.00
STREET SIGNS	EA	2	\$500.00	\$500.00
DRILLED SHAFT FOUNDATIONS	EA	9	\$750.00	\$6,750.00
SUBTOTAL =				\$497,015.05
ESTIMATED CONSTRUCTION COST=				\$497,015.05
10% CONTINGENCY =				\$49,701.50
ESTIMATED DESIGN ENGINEERING =				\$39,841.53
ESTIMATED CONSTRUCTION ENGINEERING =				\$59,641.81
TOTAL ESTIMATED CONSTRUCTION COST=				\$646,199.89

RESOLUTION NO. 14-290

A RESOLUTION SUPPORTING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL THROUGH THE COMMUNITY READINESS GRANT AND LOAN PROGRAM, ON BEHALF OF THE CASPER-NATRONA COUNTY ECONOMIC DEVELOPMENT JOINT POWERS BOARD (EDJPB).

WITNESSETH

FOR THE PURPOSE OF: Extending Publically Owned Infrastructure to and within the Salt Creek Industrial Park, to be located within the County of Natrona, Wyoming.

WHEREAS, the governing body of the Casper-Natrona County Economic Development Joint Powers desires to participate in the Community Readiness Grant and Loan Program to assist in financing this project; and,

WHEREAS, the governing body of the Casper-Natrona County Economic Development Joint Powers recognizes this project will help to recruit new businesses and encourage additional business development into the Natrona County area, as well as provide sustainable employment opportunities for Central Wyoming residents; and

WHEREAS, there is a demand for industrial parks within in the greater Casper/Natrona County area; and

WHEREAS, there exists a need to create additional economic development opportunities and business growth within the boundaries of the City of Casper, Natrona County, and the State of Wyoming; and

WHEREAS, the revenue recaptured will be utilized to fund future economic development projects within the City of Casper and the County of Natrona; and

WHEREAS, the Community Readiness Grant and Loan Program requires that certain criteria be met, as described in the Wyoming Business Council's Rules governing the program, and to the best of the City's knowledge this application meets those criteria; and,

WHEREAS, the governing body of the Casper-Natrona County Economic Development Joint Powers Board will follow state procurement standards inclusive of W.S. § 16-6-101, et seq.; and

WHEREAS, the governing body of the Casper-Natrona County Economic Development Joint Powers Board acknowledges that the Wyoming Preference ACT (W.S. § 16-6-201 through 16-6-206) will be adhered to throughout the project; and

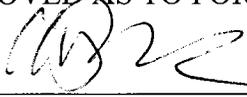
WHEREAS, the governing body of the Casper-Natrona County Economic Development Joint Powers Board plans to match the requested Community Readiness Grant and Loan Program funds from the following sources: FT Investments, LLC and/or Rock K Development, LLC; and

WHEREAS, the Casper-Natrona County Economic Development Joint Powers will hold a public hearing on Wednesday, November 12, 2014, at 10:00 a.m., and gave full consideration to all comments received.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper City Council supports a grant application submitted by the Casper-Natrona County Economic Development Joint Powers Board to the Wyoming Business Council, up to the amount of \$1,583,542.54, for the purpose of Extending Publicly Owned Infrastructure to and within the Salt Creek Industrial Park, to be located within the County of Natrona, Wyoming.

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