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REGULAR COUNCIL MEETING
Tuesday, October 01, 2013
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. CONSIDERATION OF MINUTES.
4. CONSIDERATION OF BILLS AND CLAIMS.

5. ESTABLISH DATE OF PUBLIC HEARINGS:

6. PUBLIC HEARINGS:

- A. Consideration of a Restaurant Liquor License No. 7, to Charles Tyrrell, d.b.a. Charlie T's Pizzeria, located at 112 East 2nd Street.
- B. Consideration of Rezoning of Lots 22 and 23, Block 7, East Burlington Addition From C-2 (General Business) to M-1 (Limited Industrial); and a Vacation and Replat of Lots 22-27, Block 7, East Burlington Addition, Creating the Colonial House Addition, Comprising 0.49-Acres, More or Less, Located at 1914 East Yellowstone Highway.
- C. Consideration of an Appeal of the Planning and Zoning Commission's Decision to Deny a Site Plan for the Construction of a One Story, 10,750 Square Foot Building Addition to the College Heights Baptist Church Community Center (Former Garfield School), on a Portion of Lot 1 and all of Lot 2, Block 12, Together with Lots 1-16, Block 13, and Lots 1-6, and 19-20, Block 20, Community Park Addition, located at 1927 South Walnut Street.

7. RESOLUTIONS:

- A. Consent.
 - 1. Authorizing an Agreement with the Wyoming Department of Transportation for a Wyoming Highway Safety Selective Traffic Enforcement Grant, in the Amount of \$49,200, to be Used for Traffic Enforcement Activities.
 - 2. Authorizing a Professional Services Contract with the Casper Mountain Fire District for Fiscal Year 2013-2014, in an Amount Not to Exceed \$7,500, Which has Been Budgeted From the General Fund.
 - 3. Authorizing Acceptance of a Temporary Cul-de-sac Easement from Five G, LLC, located on Unplatted, and Unincorporated Property at the Northern terminus of River Park Drive in the River Park II Addition to the City of Casper.
 - 4. Authorizing a Memorandum of Understanding Funding Distribution for Metropolitan Transportation Planning Between the Wyoming Department of Transportation and the Casper and Cheyenne Metropolitan Planning Organizations.
 - 5. Authorizing a Master Agreement for Metropolitan Transportation Planning Between the Wyoming Department of Transportation, the Federal Highway Administration, and the Casper Metropolitan Planning Organization.

6. Authorizing Change Order No. 3 with Viper Underground, Inc., In the Amount of \$20,250, for the 2013 Miscellaneous Sanitary Sewer Replacement Project.
7. Authorizing Contract for Professionals Services with Golder Associates, in the Amount of \$29,954, to Prepare a Bid Package and Perform Construction Oversight for the Biosolids Composting Facility and Unlined Construction and Demolition Landfill Cell.
8. Authorizing Amendment No. 1 to the Contract for Professional Services with WWC Engineering in the Amount of \$37,500, for the Poplar and Midwest Avenue Signal Installation Project.
9. Granting Access and Utility Easement to the Natrona County School District No. 1 for Access and Installation of Utilities Across City of Casper Property for Service to Lincoln Elementary School.
10. Authorizing Improvement Reimbursement Agreement with the Boys and Girls Club of Central Wyoming Endowment Foundation, Inc. for reimbursement of the sum of \$107,463.43 for Expenses Incurred for Improvements Made to City Property.
11. Authorizing a Lease Amendment with the Boys and Girls Club of Central Wyoming Endowment Foundation, Inc. to Conform a Metes and Bounds Legal Description of the Leased Property to the Lot Description Contained in a New Plat of the Property.

8. MINUTE ACTION:

A. Consent.

1. Authorizing the Purchase of One All-Terrain Vehicle (ATV) from Alpine Motorsports, Mills, Wyoming, To Be Used in the Hogadon Division of the Leisure Services Department, in the Amount of \$14,040.
2. Authorizing the Purchase of One New Snowmobile from Alpine Motorsports, Mills, Wyoming, to be Used in the Hogadon Division of the Leisure Department, in the Amount of \$13,509.
3. Authorizing the Purchase of a State Bid 2014 Mack, One New Single-Axle Dump Truck With Body, to be Used in the Parks Division of the Public Services Department, in the Amount of \$90,199, Before Trade-In.

9. COMMUNICATIONS:

A. From Persons Present.

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

11. ADJOURNMENT.

COUNCIL PROCEEDINGS
September 17, 2013

Casper City Council met in regular session at 6:00 p.m., Tuesday, September 17, 2013. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Meyer, Powell, Sandoval and Mayor Schlager.

Mayor Schlager led the audience in the Pledge of Allegiance.

Moved by Councilman Meyer, seconded by Councilman Bertoglio, to, by minute action, approve the minutes of the September 3, 2013, regular Council meeting, as published in the Casper-Star Tribune on September 15. Motion passed unanimously.

Moved by Councilman Bertoglio, seconded by Councilman Hopkins, to, by minute action, approve payment of the September 17, 2013, bills and claims, as audited by City Manager Patterson. Councilman Hedquist noted he wished to abstain from voting on invoices pertaining to Hedquist Construction. Mayor Schlager abstained from voting on Fleming Supply. Passed.

Bills & Claims (plus P-Cards)
09/17/13

12-24 Club	Svcs	\$116.00
1stData	Svc	\$2,055.03
71const	Reprs	\$182,972.83
71Constr	Svcs	\$9,443.31
Ace	Supp	\$344.06
Adeco	Svc	\$1,215.50
AdvThermalSol	Svcs	\$261.00
AlliedIns	Ins	\$50.00
Ambi	Mailing	\$1,965.96
AmecEnv	Svcs	\$14,433.40
AmericanAssocPolPoly	Dues	\$125.00
Amerigas	Supp	\$155.92
AmerSafetyAssocCo	Dues	\$321.00
AmLin	Laundry	\$1,724.54
AmTech	Body	\$363.35
AmWtrWrks	Books	\$425.00
AntlerWks	Supp	\$141.00
ARCASTech	Svcs	\$34.93
AT&TMobility	Svcs	\$40.29
AtlasRep	Svc	\$12.00
AtlntcElct	Svc	\$244.72
AtlsOff	Supp	\$1,669.28
AtoZTow	Towing	\$975.00
Auto&Elect	Supp	\$370.00
B&B	Supp	\$29.50

B&WCrane	Svcs	\$960.00
BarD	Supp	\$1,695.00
BckflwApptus	Svc	\$473.90
BestBuy	Supp	\$124.99
BetsyRossFlagGrls	Supp	\$242.00
Bldrns	Supp	\$597.48
Bifll	Svc	\$69,785.73
BMattila	Reimb	\$295.95
Bntz	Fuel	\$23,609.47
BoomtownCommSweep	Svcs	\$4,304.38
BridgerSteel	Supp	\$558.88
BrntgPcfc	Supp	\$53,715.63
BrsnComm	Svc	\$449.15
BusinessOutfitters	Svcs	\$657.01
CaCntrcts	Supp	\$716.40
CaddieShack	Meals	\$930.00
CampbellPet	Supp	\$806.60
CATC	Funds	\$224,857.00
Cec	Svc	\$1,524.50
Ch2mHill	Svc	\$30,328.99
CityPolice	Supp	\$50.00
CityTowing	Towing	\$195.00
CivilEngPro	Misc	\$7,333.73
CLangston	Reimb	\$178.00
Cllgn	Supp	\$205.00
CMITeco	Supp	\$581.69
CmptrPros	Supp	\$252.75
Cmtrnx	Svc	\$10,540.06
CNICHealthSol	Claims	\$72,349.09
CntrlWyRgnWtr	Svc	\$872,317.19
CoastalChemical	Fuel	\$6,118.95
Coban	Svcs	\$50.00
CofCsp	Misc	\$19,097.93
ColemanEquip	Supp	\$3,144.00
CommunicationTech	Supp	\$23,771.15
ConcreteConservation	Svcs	\$22,790.78
ConeDriveGearing	Parts	\$3,286.04
CowboyAutoSpa	Svcs	\$15.21
CowdinClning	Svc	\$732.76
CPesicka	Refund	\$12.50
CPSDistr	Supp	\$3,733.31
Cpu	Svc	\$108.64
CrimeSceneInfo	Svcs	\$86.25
CrmEle	Supp	\$259.00
CspContr	Supp	\$3,811.12
CspElec	Equip	\$43,559.55

CspFire	Svc	\$64.93
CsprAnmlMedCtr	Svc	\$16.80
CsprCllgContEd	Traing	\$2,965.00
CsprJrnl	Ad	\$39.00
CspWnnlsn	Parts	\$402.35
CtrlTrck&Diesel	Svc	\$333.56
DaleBuckinghamArch	Svcs	\$3,821.70
DDundas	Reimb	\$235.00
DenverIndustrSales	Svcs	\$1,697.50
DeptEnvironmental Qlty	Svc	\$500.00
Dex	Ad	\$672.00
DFollick	Reimb	\$84.67
Directv	Svcs	\$55.64
DKepnr	Supp	\$760.32
DltDntlPln	Claims	\$1,381.65
DmndVogl	Svc	\$383.04
DpcInd	Supp	\$5,456.44
DrvTrain	Parts	\$1,227.38
DsrtMtnCorp	Supp	\$8,907.60
EatonSlS	Parts	\$190,567.41
EcolabPest	Svc	\$267.95
EmMedPhys	Svc	\$162.00
EnrgyLab	Tests	\$2,156.86
EnvCivilSol	Contract	\$12,126.21
EnvExpress	Supp	\$225.94
Eurofins	Svcs	\$200.00
ExpressPrnting	Printing	\$552.45
ExprnInfo	Supp	\$18.26
FarmPlan	Supp	\$99.96
FastenalInd&Const	Supp	\$17.42
FedEx	Shipping	\$206.13
FehrPeers	Contract	\$8,503.76
FIB	Fees	\$815.01
FIBPettyCsh	Funds	\$478.65
FinishLine	Supp	\$3,171.25
Flmng	Supp	\$199.37
ForemostPromo	Supp	\$3,129.24
FrontierPrecision	Supp	\$7,870.00
FrstIntrstateBnk	Fees	\$1,924.95
Galls	Uniforms	\$4,543.31
GeorgeTSanders	Supp	\$149.16
GlobalstarUSA	Supp	\$206.73
GMarsh	Fees	\$25,866.00
Grainger	Supp	\$226.50
Granicus	Contract	\$725.00
Grngr	Svc	\$1,388.92

GmrFrd	Supp	\$89.82
GSGArchitecture	Svc	\$10,167.15
GunnersMtrs	Supp	\$8,770.70
HachCo	Supp	\$1,315.24
HarborFrgh	Supp	\$26.14
HartzTowing	Towing	\$225.00
Hawkins	Supp	\$1,336.57
HedquistConstr	Contract	\$100,500.92
Hedquist	Svc	\$1,103,984.40
HensleyBattery	Parts	\$143.72
HghPlnsPizza	Meals	\$68.46
HghsUtilities	Supp	\$536.01
Hllcrst	Water	\$95.75
HmDpt	Supp	\$195.32
HmeDpt	Supp	\$56.93
Homx	Fuel	\$91,069.90
HonCo	Supp	\$108.73
Hose&Rbr	Supp	\$446.69
HowardSupply	Supp	\$899.08
HPCo.	Software	\$6,197.55
IknOff	Svc	\$31.35
InbrgMlr	Tests	\$2,830.00
IndDist	Supp	\$370.94
IndianIce	Supp	\$33.89
InKindSvc	Funds	\$216.00
InteractiveHealth	Svcs	\$110,190.00
IntrstBttrs	Batteries	\$11.94
IOSltions	Supp	\$558.00
Isc	Equip	\$8,774.68
Itron	Svc	\$768.92
JBullard	Reimb	\$47.00
JcksTrk	Parts	\$15.88
JNickerson	Reimb	\$408.33
JohnEReid	Svc	\$550.00
Jtl	Svc	\$2,627.68
JTremel	Reimb	\$259.98
JWilhelm	Reimb	\$42.34
KadmasLeeJackson	Contract	\$16,644.41
KBuchholz	Reimb	\$278.00
KCrowell	Reimb	\$99.92
KGunderson	Reimb	\$500.00
KKing	Reimb	\$60.05
KKraft	Reimb	\$19.94
Kmrt	Supp	\$33.24
Knpp	Supp	\$361.10
LaserLabs	Supp	\$168.00

LbrRdyCentral	Supp	\$449.09
Lees	Glass	\$197.47
LetzRadio	Reprs	\$319.95
LNCurtis&Sons	Supp	\$1,400.00
LongBldgTech	maint	\$3,852.58
LxisNxis	Svc	\$58.49
LyleSgns	Svc	\$562.50
LynnPeaveyCo	Supp	\$295.50
M&MSvcs	Svcs	\$359.00
Macy&Assoc	Svc	\$840.00
MargicCarpetLifts	Equip	\$95,575.00
Mastercard	Svc	\$908.58
McMrry	Concrete	\$3,816.00
McMurryReadyMix	Refund	\$150.00
Mcrsft	Subscrip	\$3,716.34
Menard	Supp	\$13.56
MerbackAward	Svcs	\$5.60
MercerHouse	Refund	\$200.00
MichlFnce	Supp	\$366.77
MidIndImp	Parts	\$686.21
MISIndSupply	Supp	\$170.50
MobleConc	Sand	\$297.00
ModernElect	Reprs	\$231.25
MotionInd	Supp	\$82.47
Motorola	Svcs	\$39,182.00
MtnStsLthgr	Supp	\$71.95
MTSeals&Pcking	Svc	\$1,441.16
Murdochs	Supp	\$145.13
NaceIntl	Dues	\$130.00
NAnkeny	Refund	\$50.00
Napa	Parts	\$1,306.93
NCClerk	Svc	\$199.00
NCSheriffsOffice	Funds	\$7,500.00
NCtrlLabs	Supp	\$54.64
Nevs	Uniforms	\$2,235.89
NobleWear	Svcs	\$596.74
Norco	Supp	\$1,820.91
NtlDvlpmntCncil	Svc	\$833.33
OvrhdDoor	Supp	\$9,518.66
Paciolan	Svc	\$1,555.70
PCardVend	Goods&Supplies	\$113,390.99
Pdns	Misc	\$233.00
PentairValves	Supp	\$1,051.09
PersonnelEval	Svcs	\$60.00
PlatteRivPkwyTrust	Refund	\$400.00
PNiper	Reimb	\$67.50

Popsh	Supp	\$97.69
Ppl	Svc	\$218,910.67
ProfrcsLawEnf	Supp	\$2,351.60
ProKote	Equip	\$446.00
PurchAdv	Supp	\$101.05
PwdrRivShred	Svcs	\$105.00
PwrEquip	Supp	\$3,442.13
PwrSvc	Supp	\$1,132.38
Qdoba	Meals	\$150.00
QualityOfficeSol	Supp	\$2,076.79
Qwst	Svc	\$10,519.33
RckyMtnDivofIAI	Traing	\$250.00
RecycledMaterials	Svc	\$3,759.00
RedlineMusicProj	Refund	\$275.00
ReisEnvrnmntl	Supp	\$2,083.48
RxelRyall	Supp	\$1,389.20
RHieb	Reimb	\$296.01
Rimage	Supp	\$1,089.40
RinkSys	Supp	\$712.50
RmshrnConst	Svc	\$109,649.46
RMundell	Refund	\$581.74
RootrSwr	Svc	\$7,303.58
RoseBros	Svc	\$390.00
RotoRouter	Svc	\$802.38
Safariland	Supp	\$4,009.63
Sams	Supp	\$741.03
SamsClub	Supp	\$123.50
SBaxter	Reimb	\$75.00
Schlgr	Supp	\$1,529.85
SDunnuck	Reimb	\$317.50
SEPblctions	Subscrip	\$249.00
SftyKln	Svc	\$202.57
SGiorgi	Reimb	\$78.26
SheetMtl	Supp	\$7,900.00
ShrwnWllms	Supp	\$190.41
SldWstAssocofNA	Dues	\$810.00
SonMfg	Supp	\$126.88
SprtsmanWrhse	Supp	\$4,019.80
SSaafeld	Refund	\$525.80
StantecConsult	Contract	\$13,606.00
StarLine	Supp	\$646.80
StarTribune	Ads	\$2,929.93
Stotz	Equip	\$568.89
StwrtStev	Svc	\$392.05
StWyDeptRev	Tax	\$4,882.14
SuperSuds	Svc	\$10.00

SuprStructCor	Supp	\$15,798.40
SuthrInds	Supp	\$206.20
SWheeler	Reimb	\$235.00
TalbotPrint	Supp	\$48.00
TBelser	Reimb	\$379.29
TetraTech	Svcs	\$1,040.00
TirePro	Svc	\$377.00
TJackson	Reimb	\$566.66
TLO	Svcs	\$110.00
TooleDesign	Contract	\$2,966.44
ToolPushSupp	Refund	\$150.00
TopOff	Svc	\$219.69
TorringtonSod	Supp	\$1,625.00
TraumaClean	Svcs	\$250.00
TrffcPrts	Supp	\$1,100.00
Tribcsp.com	Svc	\$1,015.00
TurnkeySvcs	Svcs	\$6,119.66
UPS	Shipping	\$227.29
UsPstmstr	Mailbox	\$467.00
UsWldng	Supp	\$30.61
UWTechTrnsfr	Training	\$320.00
ViperUndgrnd	Contract	\$13,745.00
VnDiest	Supp	\$4,234.33
VolvoRents	Equip	\$77.18
Vrison	Svc	\$1,749.17
WardwellWtr	Svcs	\$111.37
WestGrp	Subscrip	\$2,008.44
WGudahl	Reimb	\$100.00
WhelenEng	Parts	\$862.80
WingfootCommTire	Supp	\$9,227.20
WMC	Svc	\$777.20
WNMcMurryConstr	Contract	\$35,058.00
WolfGang	Svcs	\$3,333.33
WrightBrthrs	Contract	\$235,330.53
WrthngtnLenhrt&Carpntr	Svc	\$550.00
WstrnPlnsEng	Supp	\$700.00
WstrnSling	Supp	\$66.84
WstrnWtrCons	Svc	\$788.61
WtrCntrlCorp	Supp	\$340.16
WtrEnvironmentFed	Subscrip	\$113.00
WWCEng	Svcs	\$8,023.12
WyAssocH&Redev	Seminar	\$200.00
WYAssocRuralWtrSys	Supp	\$235.00
WyattElec	Svcs	\$625.00
WyDivVictimSvcs	Fees	\$285.00
WyLck&Safe	Supp	\$65.00

WyMach	Parts	\$1,769.08
WyNotaryDiv	Fees	\$30.00
WyPeaceOfficers	Seminar	\$140.00
WyStl	Supp	\$447.11
WyTrdng	Supp	\$189.50
Xerox	Svcs	\$126.83
		\$4,560,448.02

Mayor Schlager honored the numerous volunteers and donors that made the first CityFest a success.

Moved by Councilman Hopkins, seconded by Councilman Hopkins, to, by minute action establish October 1, 2013, as the public hearing date for the consideration of the rezoning of Lots 22 and 23, Block 7 East Burlington Addition, and a vacation and replat of Lots 22-27, Block 7 East Burlington Addition to create the Colonial House Addition; appeal of the Planning and Zoning Commission’s decision to deny a site plan for the construction of a one story addition to the College Heights Baptist Church Community Center on a portion of Lot 1 and all of Lot 2, Block 12 with Lots 1-16, Block 13, and Lots 1-6 & 19-20, Block 20 Community Park Addition; and issuance of restaurant liquor license no. 7 to Charles Tyrrell, d.b.a. Charlie T’s Pizzeria, located at 112 East 2nd Street. Motion passed unanimously.

Mayor Schlager opened the public hearing for the consideration of the annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the Triflection Addition No. 2 complies with W.S. 15-1-402.

City Attorney Luben entered 3 exhibits, and City Manager Patterson provided a brief report.

There being no one to speak for or against the issues involving the Triflection Addition No. 2, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 13-229

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF 6,000 SQUARE FEET, MORE OR LESS, LOCATED IN A PORTION OF SW1/4NE1/4, SECTION 9, T33N, R79W, 6TH P.M., WHICH IS BEING INCLUDED IN THE PLAT CREATING THE TRIFLECTION ADDITION NO. 2.

Councilman Bertoglio presented the foregoing resolution for adoption. Seconded by Councilman Meyer. All voted aye, except Councilman Sandoval. Motion passed.

Following ordinance read:

ORDINANCE NO. 21-13

AN ORDINANCE APPROVING THE ANNEXATION, AND ZONING AS C-3 (CENTRAL BUSINESS), OF A 6,000 SQUARE FOOT PORTION, MORE OR LESS, OF THE SW1/4NE1/4, SECTION 9, T33N, R79W, 6TH P.M., AND THE VACATION AND REPLAT OF LOT 2, TRIFECTION ADDITION, TO CREATE THE TRIFECTION ADDITION NO. 2.

WHEREAS, Trifection, LLC and Stephen L. Schicketanz have applied to annex, and zone as C -3 (Central Business), a 6,000 square foot portion, more or less, of the SW1/4NE1/4, Section 9, T33N, R79W, 6th P.M., and have applied to vacate and replat Lot 2, Trifection Addition, to create the Trifection Addition No. 2, comprising 0.696- acres, more or less, generally located between South David and South Center Streets, north of West Collins Drive; and,

WHEREAS, a petition requesting the 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, zoning and plat creating the Trifection Addition No. 2 following a public hearing on June 25, 2013.

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

SECTION 1:

The annexation of the property described above is hereby approved. Said area is included within the corporate limits of the City of Casper, and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat creating the Trifection Addition No. 2 is hereby approved.

SECTION 3:

The zoning of the property as C -3 (Central Business), as described above, is hereby approved.

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 6th day of August, 2013.

PASSED on 2nd reading the 20th day of August, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of September, 2013.

Councilman Bertoglio presented the foregoing ordinance for adoption. Seconded by Councilman Meyer. All voted aye, except Councilman Sandoval. Motion passed.

The following ordinances were considered, on third reading, by consent agenda.

Following ordinances read:

ORDINANCE NO. 26 -13

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT 3, BLOCK 7 OF THE CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described lot from zoning classification R-2 (One Unit Residential) to R-4 (High Density Residential); and,

WHEREAS, after a public hearing on July 23, 2013, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 3, Block 7, Casper Addition, more commonly known as 523 South Beech Street, is hereby rezoned from zoning classification R-2 (One Unit Residential) to R-4 (High Density Residential).

SECTION 2:

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

PASSED on 1st reading the 20th day of August, 2013.

PASSED on 2nd reading the 3rd day of September, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17 day of September 2013.

ORDINANCE NO 27 -13
AN ORDINANCE APPROVING THE PLAT CREATING THE
MCMURRY BUSINESS PARK NO. 6 SUBDIVISION, THE
ACCOMPANYING SUB -AREA PLAN, AND THE MCMURRY
BUSINESS PARK NO.6 SUBDIVISION AGREEMENT.

WHEREAS, an application has been made to plat 19.46- acres, more or less, to create the McMurry Business Park No. 6 Addition to the City of Casper, Wyoming, consisting of three (3) lots; and,

WHEREAS, the plat consists of previously unplatted land located within the boundaries of the McMurry Business Park PUD (Planned Unit Development), in a portion of SE1/4NW1/4, SW1/4NE1/4NE1/4, NE1/4SW1/4, NW1/4SE1/4, Section 8, T 33N, R 78W, 6th P.M., Natrona County, Wyoming; and,

WHEREAS, the McMurry Business Park No. 6 is located in Planning Area "C" of the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, the application for plat approval has been submitted with an accompanying sub -area plan, as is required in the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, the McMurry Business Park No. 6 sub -area plan proposes the development of a 52,000 square foot medical center, a 40,000 square foot medical office, a 12,000 square foot restaurant, and 60,000 square feet of general offices; and,

WHEREAS, the McMurry Business Park PUD (Planned Unit Development) Guidelines, approved by the City Council in July of 2005, list general offices, hospitals, medical and dental offices, clinics and laboratories, and restaurants as permitted uses in Planning Area "C" in the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, in that the McMurry Business Park No. 6 consists of previously unplatted lands, and is creating and dedicating a new public right -of -way, the plat requires approval by ordinance following a public hearing; and,

WHEREAS, a written subdivision agreement will be executed between the property owner(s) and the City of Casper, and will be approved concurrently with the plat upon third reading of this ordinance; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve, with one (1) condition, the plat and accompanying sub-area plan for the McMurry Business Park No. 6, after a public hearing held on July 23, 2013; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat, sub -area plan, and subdivision agreement should be approved.

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

SECTION 1:

That the final plat of the McMurry Business Park No. 6 is hereby approved under the terms and conditions of the McMurry Business Park No. 6 Addition subdivision agreement.

SECTION 2:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the McMurry Business Park No. 6 Addition subdivision agreement.

SECTION 3:

The McMurry Business Park No. 6 sub -area plan, as described above, is hereby approved and found to be in compliance with the Casper Municipal Code and the terms and conditions of the McMurry Business Park PUD (Planned Unit Development) Guidelines, as approved by the City Council in July of 2005.

SECTION 4:

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

PASSED on 1st reading the 20th day of August, 2013.

PASSED on 2nd reading the 3rd day of September, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17 day of September 2013.

Councilman Hopkins presented the two (2) foregoing ordinances for approval, on third reading. Seconded by Councilman Hedquist. Councilmen Bertoglio, Meyer, and Sandoval abstained from voting on Ordinance No. 27-13. Motion passed.

Following resolution read:

RESOLUTION NO. 13-230

A RESOLUTION UPHOLDING THE DECISION OF THE CASPER, WYOMING PLANNING AND ZONING COMMISSION TO DENY A WAIVER OF THE CITY'S CONSTRUCTION STANDARDS FOR A PORTION OF INDIAN SCOUT DRIVE.

Councilman Powell presented the foregoing resolution for adoption. Seconded by Councilman Bertoglio.

City Manager Patterson provided a brief report.

Councilman Bertoglio and Mayor Schlager voted aye, with all others voting nay, motion failed.

Following resolution read:

RESOLUTION NO. 13-231

A RESOLUTION REVERSING THE DECISION OF THE CASPER, WYOMING PLANNING AND ZONING COMMISSION TO DENY A WAIVER OF THE CITY'S CONSTRUCTION STANDARDS FOR A PORTION OF INDIAN SCOUT DRIVE.

Councilman Powell presented the foregoing resolution for adoption. Seconded by Councilman Hedquist. It was then moved by Councilman Cathey, seconded by Councilman Sandoval, to amend the resolution to provide that the Planning and Zoning's Decision to deny a waiver for the City's curb and gutter requirements be reversed, with the waiver therefor being granted, with the decision of the Commission to deny the waiver of the street lighting requirements being upheld.

All Council members voted aye to amend the resolution, except Councilman Hopkins. Passed. The Council then voted to pass the resolution, as amended. All Council members voted aye, except Councilman Bertoglio. Passed.

The following resolutions were considered, by consent agenda. Following resolutions read:

RESOLUTION NO. 13-232

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CASPER AMATEUR HOCKEY CLUB FOR USE OF THE CASPER ICE ARENA.

RESOLUTION NO. 12-233

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CASPER FIGURE SKATING CLUB FOR USE OF THE CASPER ICE ARENA.

RESOLUTION NO. 12-234

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH BUSH-WELLS SPORTING GOODS FOR OPERATION OF A PRO SHOP AT THE CASPER ICE ARENA.

RESOLUTION NO. 12-235

A RESOLUTION APPROVING LEASE AGREEMENT BETWEEN THE CITY OF CASPER, WYOMING AND THE BOYS & GIRLS CLUB OF CENTRAL WYOMING ENDOWMENT FOUNDATION, INC. FOR THE LEASING OF REAL PROPERTY FOR A BOXING CLUB AND FINANCIAL LITERACY CENTER.

RESOLUTION NO. 12-236

A RESOLUTION ESTABLISHING FEES FOR THE METROPOLITAN ANIMAL CONTROL FACILITY AND RESCINDING RESOLUTION NO. 96-187.

RESOLUTION NO. 12-237

A RESOLUTION APPROVING AN ICE HOCKEY FACILITY DEVELOPMENT ESCROW AGREEMENT.

RESOLUTION NO. 12-238

A RESOLUTION APPROVING THE REPLAT OF LOTS 2-3, MCMURRY BUSINESS PARK NO. 3 AS MCMURRY BUSINESS PARK NO. 7 AND THE ASSOCIATED SUB-AREA PLAN AND SUBDIVISION AGREEMENT.

RESOLUTION NO. 12-239

A RESOLUTION APPROVING A CONTRACT WITH ADBAY.COM, INC. FOR THE DEVELOPMENT OF A COMMUNITY BRAND.

RESOLUTION NO. 12-240

A RESOLUTION AUTHORIZING AN EXTENSION TO THE LEASE AGREEMENT WITH HOUCK ENTERPRISES, LLC ON THE FORMER ADBAY BUILDING, LOCATED AT 234 SOUTH DAVID STREET.

RESOLUTION NO. 12-241

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PARAMOUNT CONSTRUCTION, INC., FOR THE PARKING STRUCTURE WALL COATING PROJECT.

RESOLUTION NO. 12-242

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HEIN BOND FOR THE PARKING STRUCTURE RESTROOMS PROJECT.

RESOLUTION NO. 12-243

A RESOLUTION SUPPORTING SUBMISSION OF AN APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD FOR A MINERAL ROYALTY GRANT ON BEHALF OF THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR ITS ALTERNATE BACKWAS WATER SUPPLY PROJECT IN THE AMOUNT OF \$934,500.

RESOLUTION NO. 12-244

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ACE GOLF NETTING, L.P., FOR THE LANDFILL LITTER FENCE, PROJECT NO. 13-246.

RESOLUTION NO. 12-235

A RESOLUTION AUTHORIZING A CONTRACT WITH VIEWPOINT GOVERNMENT SOLUTIONS, INC. TO PROVIDE A HOSTED PERMITTING AND LICENSING SOFTWARE SOLUTION.

Councilman Bertoglio presented the foregoing fourteen (14) resolutions for adoptions. Seconded by Councilman Powell. Councilman Hedquist abstained from voting on Resolution No. 12-235 and Resolution No. 12-243. A vote on the resolutions resulted in all ayes, except Councilman Goodenough voted nay on Resolution No. 12-237 and Councilmen Goodenough, Hedquist and Sandoval voted nay on Resolution No. 12-239. Passed.

Moved by Councilman Meyer, seconded by Councilman Hopkins, to, by minute action:

- 1) authorization for contested case proceeding and associated costs.
- 2) reject all bids received for the 2013 Hogadon chairlift drive and control system project.
- 3) reject base bid and three (3) alternate bids from Casper Building Systems, Inc., for the Mike Sedar Pool project.
- 4) authorize the purchase of four (4) Ford Interceptor sedans from Greiner Motor Company, to be used in the Patrol Division of the Casper Police Department.
- 5) appointing Richard A. Jay to the Casper Public Utilities Advisory Board to an unexpired term ending December 31, 2015.

Motion passed unanimously.

Individuals addressing the Council were: Deven Howe, 514 East Elm Street, Pat Sweeney 123 West "E" Street, Diana Sponlein, 1955 Glendale, and Shawn Houck, 3480 East 18th Street.

Mayor Schlager noted the next meetings of the City Council will be a work session to be held at 7:00 a.m., Friday, September 27, 2013, in the Council's meeting room; and a regular Council meeting to be held at 6:00 p.m., Tuesday, October 1, 2013, in the Council Chambers.

At 6:44 p.m., it was moved by Councilman Hopkins, seconded by Councilman Cathey, to adjourn into executive session to discuss personnel matters and potential litigation. Motion passed unanimously.

At 7:48 p.m., it was moved by Councilman Cathey, seconded by Councilman Hopkins, to adjourn the executive session and regular Council meeting. Motion passed unanimously.

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

12-24 CLUB

9142013 DEPOSIT REFUND

\$275.00

\$275.00 Subtotal for Dept. Recreation

\$275.00 Subtotal for Vendor

3M COMPANY

SS23030 TRAFFIC TAPE, ADHESIVE

\$6,171.00

SS24391 REFLECTIVE SIGN SHEETING

\$1,125.00

\$7,296.00 Subtotal for Dept. Traffic

\$7,296.00 Subtotal for Vendor

71 CONSTRUCTION

1554-1R RETAIN 2013 ART COLLECTOR

\$3,234.34

\$3,234.34 Subtotal for Dept. Capital Projects

\$3,234.34 Subtotal for Vendor

71 CONSTRUCTION, INC.

40923C ROCK FOR LANDSCAPING

\$2,233.11

41030C ROCK FOR LANDSCAPING

\$1,980.66

41045C ROCK FOR LANDSCAPING

\$982.08

\$5,195.85 Subtotal for Dept. Parks

1404 HOT MIX

\$778.24

1264 HOT MIX

\$592.64

1462 HOT MIX

\$1,081.60

\$2,452.48 Subtotal for Dept. Streets

\$7,648.33 Subtotal for Vendor

A TO Z TOWING LLC.

13N-222 TOWING

\$65.00

13N-203 TOWING

\$65.00

13C-124 TOWING

\$65.00

13N-230 TOWING

\$65.00

13C-123 TOWING

\$65.00

13N-184 TOWING

\$75.00

\$400.00 Subtotal for Dept. Police

\$400.00 Subtotal for Vendor

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

13-8-402 POSTAGE

\$1.85

\$1.85 Subtotal for Dept. Balefill

13-8-405 POSTAGE

\$50.39

\$50.39 Subtotal for Dept. Casper Events Center

13-9-064 POSTAGE

\$7.63

\$7.63 Subtotal for Dept. City Attorney

13-9-066 POSTAGE

\$0.55

\$0.55 Subtotal for Dept. City Manager

13-9-067 POSTAGE

\$31.15

\$31.15 Subtotal for Dept. Engineering

13-9-069 POSTAGE

\$345.36

\$345.36 Subtotal for Dept. Finance

13-5-279 POSTAGE

\$41.00

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

13-9-070 POSTAGE	\$33.13		
	\$74.13	Subtotal for Dept.	Fire
13-8-409 POSTAGE	\$8.53		
	\$8.53	Subtotal for Dept.	Garage
13-9-075 POSTAGE	\$442.84		
	\$442.84	Subtotal for Dept.	Health Insurance
13-8-413 POSTAGE	\$8.10		
	\$8.10	Subtotal for Dept.	Human Resources
13-8-410 POSTAGE	\$43.60		
13-9-073 POSTAGE	\$2.73		
	\$46.33	Subtotal for Dept.	Metro Animal
13-9-076 POSTAGE	\$226.32		
	\$226.32	Subtotal for Dept.	Police
13-8-417 POSTAGE	\$2.73		
	\$2.73	Subtotal for Dept.	Property & Liability Insurance
13-8-418 POSTAGE	\$6.96		
	\$6.96	Subtotal for Dept.	Refuse Collection
13-8-419 POSTAGE	\$0.55		
	\$0.55	Subtotal for Dept.	Traffic
13-8-420 POSTAGE	\$20.90		
	\$20.90	Subtotal for Dept.	Waste Water
13-7-244 POSTAGE	\$46.33		
	\$46.33	Subtotal for Dept.	Water
	\$1,320.65	Subtotal for Vendor	

AAA LANDSCAPING

4608 WEED CONTRACT

	\$689.84		
	\$689.84	Subtotal for Dept.	Code Enforcement
	\$689.84	Subtotal for Vendor	

ABLE EQUIPMENT CO

4801 EQUIPMENT UPGRADES TO NEW PTO

	\$10,900.00		
	\$10,900.00	Subtotal for Dept.	Refuse Collection
	\$10,900.00	Subtotal for Vendor	

ACE HARDWARE

089040 BUSHINGS, COUPLERS

	\$9.28		
	\$9.28	Subtotal for Dept.	Fire

089081 POWER BIT

\$4.49

088880 RSTP SPRY

\$9.98

088881 CREDIT MEMO FOR 088880

(\$9.98)

088930 WIRE BRUSH

\$4.99

088929 MIKE LANSING ELECTRICAL

\$12.97

088943 SPRYPNT ACE GLS MCH GRAY

\$7.98

\$30.43 Subtotal for Dept. Parks

088979 TRUCK MAINT. SUPPLIES

\$48.76

088600 KCB SUPPLIES

\$21.99

\$70.75 Subtotal for Dept. Refuse Collection

088780 BUG SPRAY

\$3.96

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

088913 SPRAY PAINT
088994 TIE DOWNS

\$3.96 Subtotal for Dept. Streets
\$8.37
\$37.98

088999 NUTSETTER TOOL
089000 GLASS CLEANER

\$46.35 Subtotal for Dept. Traffic
\$5.78
\$5.98
\$11.76 Subtotal for Dept. Waste Water

\$172.53 Subtotal for Vendor

ADECCO USA, INC.

66803368 KITCHEN AIDE

\$299.00
\$299.00 Subtotal for Dept. Casper Events Center
\$299.00 Subtotal for Vendor

AIRGAS INTERMOUNTAIN, INC.

9019176607 SAFETY/FACE SHIELD
9018942369 OTHER SUPPLIES

\$58.80
\$217.50
\$276.30 Subtotal for Dept. Balefill

9912099732 SMALL ACETYLENE

\$24.63
\$24.63 Subtotal for Dept. Parks

9019424148 SAFETY GEAR

\$217.85
\$217.85 Subtotal for Dept. Refuse Collection
\$518.78 Subtotal for Vendor

ALERT-ALL CORP.

213090211 STICKERS, POTHOLDERS CRR DIV

\$750.00
\$750.00 Subtotal for Dept. Fire
\$750.00 Subtotal for Vendor

ALL CREATURES VETERINARY HOSPITAL

231403 VET SERVICES

\$228.50
\$228.50 Subtotal for Dept. Metro Animal
\$228.50 Subtotal for Vendor

ALL-OUT FIRE EXTINGUISHER INC.

19727 FIRE EXTINGUISHERS TESTING

\$445.00
\$445.00 Subtotal for Dept. Water Treatment Plant
\$445.00 Subtotal for Vendor

AMERICAN LINEN, INC.

LCAS800397 LAUNDRY
LCAS796850 LAUNDRY
LCAS796850 LAUNDRY
LCAS800397 LAUNDRY
LCAS798613 LAUNDRY
LCAS798613 LAUNDRY

\$1.90
\$1.90
\$59.71
\$59.71
\$59.71
\$1.90
\$184.83 Subtotal for Dept. Balefill

LCAS800387 MATS
LCAS796850 LAUNDRY
LCAS798603 MATS
LCAS802090 MATS

\$3.25
\$48.91
\$41.61
\$41.61

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

LCAS798613 MATS	\$48.91	
LCAS800397 MATS	\$48.91	
	\$233.20	Subtotal for Dept. Buildings And Grounds
LCAS800786 LAUNDRY	\$47.20	
LCAS799018 LAUNDRY	\$38.46	
	\$85.66	Subtotal for Dept. Casper Events Center
LCAS800387 LAUNDRY	\$133.01	
LCAS802090 LAUNDRY	\$133.01	
LCAS798603 LAUNDRY	\$133.01	
	\$399.03	Subtotal for Dept. Garage
LCAS798613 LAUNDRY	\$16.10	
LCAS800397 LAUNDRY	\$16.10	
LCAS796850 LAUNDRY	\$16.10	
	\$48.30	Subtotal for Dept. Refuse Collection
LCAS800384 LAUNDRY	\$51.22	
LCAS802087 LAUNDRY	\$51.22	
	\$102.44	Subtotal for Dept. Sewer
LCAS798605 LAUNDRY	\$142.05	
LCAS802092 LAUNDRY	\$142.05	
LCAS800389 LAUNDRY	\$142.05	
	\$426.15	Subtotal for Dept. Streets
LCAS800388 LAUNDRY	\$23.80	
LCAS802091 LAUNDRY	\$23.80	
LCAS798604 LAUNDRY	\$23.80	
	\$71.40	Subtotal for Dept. Traffic
RIN0022512 LAUNDRY	(\$28.84)	
LCAS800383 LAUNDRY	\$184.41	
	\$155.57	Subtotal for Dept. Waste Water
LCAS791444 LAUNDRY	\$16.47	
LCAS800714 LAUNDRY	\$116.35	
LCAS800713 LAUNDRY	\$17.28	
LCAS793193 LAUNDRY	\$121.07	
LCAS789660 LAUNDRY	\$16.47	
LCAS793192 LAUNDRY	\$28.28	
	\$315.92	Subtotal for Dept. Water
LCAS798949 MATS	\$38.78	
LCAS802456 MATS	\$38.78	
LCAS800712 MATS	\$38.78	
	\$116.34	Subtotal for Dept. Water Treatment Plant
	\$2,138.84	Subtotal for Vendor

ANDRITZ RUTHNER, INC.

8480039169 CENTRIFUGE SLUDGE GUARD

	\$2,560.00	
	\$2,560.00	Subtotal for Dept. Waste Water
	\$2,560.00	Subtotal for Vendor

APPALOOSA BROADCASTING

IN-113081393 AD
IN-113081394 AD

	\$250.00	
	\$250.00	

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$500.00 Subtotal for Dept. Streets

\$500.00 Subtotal for Vendor

ARTISAN & TRUCKERS CASUALTY

RIN0022551 PREMIUM

\$780.00

\$780.00 Subtotal for Dept. Property & Liability Insurance

\$780.00 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

4708 CONDUIT/BREAKER/COVER/LABOR

\$758.84

\$758.84 Subtotal for Dept. Garage

4742 LABOR & PARTS

\$858.95

\$858.95 Subtotal for Dept. Municipal Court

\$1,617.79 Subtotal for Vendor

ATLAS OFFICE PRODUCTS

216421I OFFICE SUPPLIES

\$223.97

\$223.97 Subtotal for Dept. Balefill

216880I OFFICE SUPPLIES

\$46.08

216297I OFFICE SUPPLIES

\$45.51

\$91.59 Subtotal for Dept. Casper Events Center

216486 OFFICE SUPPLIES

\$59.86

\$59.86 Subtotal for Dept. Cemetery

214945I OFFICE SUPPLIES

\$27.31

216980I OFFICE SUPPLIES

\$1.47

217233I OFFICE SUPPLIES

\$19.98

217392I OFFICE SUPPLIES

\$35.38

\$84.14 Subtotal for Dept. City Manager

216929I OFFICE SUPPLIES

\$35.56

217391I OFFICE SUPPLIES

\$32.01

\$67.57 Subtotal for Dept. Council

217006I OFFICE SUPPLIES

\$386.02

\$386.02 Subtotal for Dept. Engineering

216244 OFFICE SUPPLIES

\$117.08

\$117.08 Subtotal for Dept. Finance

216456 OFFICE SUPPLIES

\$269.37

216781 OFFICE SUPPLIES

\$303.10

217080 OFFICE SUPPLIES

\$52.94

216723 OFFICE SUPPLIES

\$46.60

216604 OFFICE SUPPLIES

\$384.12

\$1,056.13 Subtotal for Dept. Fire

217224I OFFICE SUPPLIES

\$11.82

215889I OFFICE SUPPLIES

\$9.62

216459 COPIER STAPLES

\$36.31

216439 OFFICE SUPPLIES

\$226.99

215874I OFFICE SUPPLIES

\$20.96

\$305.70 Subtotal for Dept. Human Resources

216724 OFFICE SUPPLIES

\$8.75

\$8.75 Subtotal for Dept. Information Services

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

217004I OFFICE SUPPLIES	\$138.01		
	\$138.01	Subtotal for Dept.	Metro Animal
216804 OFFICE SUPPLIES	\$5.99		
216664I OFFICE SUPPLIES	\$101.29		
	\$107.28	Subtotal for Dept.	Parks
217151 OFFICE SUPPLIES	\$49.64		
	\$49.64	Subtotal for Dept.	Planning
216523 OFFICE SUPPLIES	\$31.38		
216606 OFFICE SUPPLIES	\$26.84		
	\$58.22	Subtotal for Dept.	Refuse Collection
216804 OFFICE SUPPLIES	\$5.99		
	\$5.99	Subtotal for Dept.	Streets
216476I OFFICE SUPPLIES	\$138.99		
	\$138.99	Subtotal for Dept.	Waste Water
216766I OFFICE SUPPLIES	\$13.15		
214906I OFFICE SUPPLIES	\$11.58		
	\$24.73	Subtotal for Dept.	Water
	\$2,923.67	Subtotal for Vendor	
ATLAS REPRODUCTION			
106478 BUDGET BOOKS REPRODUCTION	\$1,549.50		
	\$1,549.50	Subtotal for Dept.	Council
105989 LAMINATE POSTER	\$6.00		
105993 LAMINATE POSTER	\$6.00		
105970 LAMINATE POSTER	\$5.00		
	\$17.00	Subtotal for Dept.	Planning
	\$1,566.50	Subtotal for Vendor	
AUDIOMATRIX			
69685 SPEAKERS, VOLUME CONTROL, CABL	\$6,660.00		
	\$6,660.00	Subtotal for Dept.	Capital Projects
	\$6,660.00	Subtotal for Vendor	
AURHOMES			
0020683798 DEPOSIT/CREDIT REFUND	\$16.63		
	\$16.63	Subtotal for Dept.	Water
	\$16.63	Subtotal for Vendor	
AUTOMATION & ELECTRONICS, INC.			
H-146200 INST CONDUIT/WIRES FOR RAW WTR	\$1,624.69		
	\$1,624.69	Subtotal for Dept.	Water Treatment Plant
	\$1,624.69	Subtotal for Vendor	
BACKSTER SCHOOL OF LIE DETECTION			
RIN0022557 POLYGRAPH TRAINING	\$4,500.00		
	\$4,500.00	Subtotal for Dept.	Police
	\$4,500.00	Subtotal for Vendor	
BALEFILL			
1339/104408 SANITATION	\$344.85		
	\$344.85	Subtotal for Dept.	Casper Events Center

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

247/104599	SANITATION	\$36.15	
247/104682	SANITATION	\$1,075.50	
247/104580	SANITATION	\$91.00	
247/103477	SANITATION	\$49.65	
247/104540	SANITATION	\$34.35	
247/104423	SANITATION	\$15.00	
247/104576	SANITATION	\$72.00	
247/104579	SANITATION	\$143.00	
247/104475	SANITATION	\$55.05	
247/104654	SANITATION	\$15.00	
247/104504	SANITATION	\$174.60	
247/104577	SANITATION	\$72.00	
247/104578	SANITATION	\$72.00	
247/104399	SANITATION	\$23.40	
		\$1,928.70	Subtotal for Dept. Parks
2772/104437	SANITATION	\$5,820.30	
2772/104467	SANITATION	\$5,564.40	
2772/104390	SANITATION	\$38,610.00	
2772/104706	SANITATION	\$5,752.95	
2772/104722	SANITATION	\$11,773.05	
2772/104417	SANITATION	\$6,518.70	
2772/104613	SANITATION	\$6,229.80	
2772/104501	SANITATION	\$5,139.90	
2772/104529	SANITATION	\$5,629.20	
2772/104645	SANITATION	\$6,136.20	
		\$97,174.50	Subtotal for Dept. Refuse Collection
1666/104693	SANITATION	\$525.00	
		\$525.00	Subtotal for Dept. Streets
1276/104708	SANITATION	\$309.12	
1276/104416	SANITATION	\$76.95	
1276/104646	SANITATION	\$654.81	
1276/104614	SANITATION	\$107.55	
		\$1,148.43	Subtotal for Dept. Waste Water
		\$101,121.48	Subtotal for Vendor

BAR-D SIGNS, INC.

24601	STENCILS FOR CONTAINERS	\$343.50	
		\$343.50	Subtotal for Dept. Refuse Collection
		\$343.50	Subtotal for Vendor

BEST BUY STORES, L.P.

1338729	TECHNOLOGY	\$89.98	
		\$89.98	Subtotal for Dept. Council
1393878	HUBS FOR PD CARS	\$25.98	
		\$25.98	Subtotal for Dept. Police
		\$115.96	Subtotal for Vendor

BEST FRIENDS ANIMAL HEALTH CLINIC

80514	VET SERVICES	\$959.99	
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Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

BILL MCCLOY

RIN0022602 TRAVEL EXPENSES

\$959.99 Subtotal for Dept. Metro Animal

\$959.99 Subtotal for Vendor

BLACK HILLS STAGE LINES

15458 VICTIM ASSISTANCE

\$379.43

\$379.43 Subtotal for Dept. Code Enforcement

\$379.43 Subtotal for Vendor

BLOEDORN LUMBER BUILDING MATERIALS

1267445 GUTTER MATERIALS 1221 S CHERRY

\$211.50

\$211.50 Subtotal for Dept. Police Grants

\$211.50 Subtotal for Vendor

1303552 PICK

\$33.60

\$33.60 Subtotal for Dept. Owner Occupied Gen Rehab

1303538 LUMBER

\$23.84

\$81.96

\$105.80 Subtotal for Dept. Streets

1312405 QUIKRETE

\$9.90

\$9.90 Subtotal for Dept. Water

\$149.30 Subtotal for Vendor

BOOMTOWN COMMERCIAL SWEEPING, LLC.

2746 WEED CONTRACT

2746 LAWN & TREE

\$112.58

\$1,026.03

\$1,138.61 Subtotal for Dept. Code Enforcement

\$1,138.61 Subtotal for Vendor

BOYS & GIRLS CLUB

91413 DEPOSIT REFUND

\$150.00

\$150.00 Subtotal for Dept. Recreation

\$150.00 Subtotal for Vendor

BRENNTAG PACIFIC, INC.

BPI341108 FERRIC

\$9,279.89

BPI344443 FERRIC

\$8,775.61

BPI341107 FERRIC

\$8,927.10

BPI341106 FERRIC

\$9,045.35

\$36,027.95 Subtotal for Dept. Water Treatment Plant

\$36,027.95 Subtotal for Vendor

BRESNAN COMMUNICATIONS/OPTIMUM

RIN002253 INTERNET SERVICE

\$1.01

\$1.01 Subtotal for Dept. Balefill

RIN002253 INTERNET SERVICE

\$2.69

\$2.69 Subtotal for Dept. Casper Events Center

RIN002253 INTERNET SERVICE

\$0.84

\$0.84 Subtotal for Dept. City Attorney

RIN002253 INTERNET SERVICE

\$0.83

\$0.83 Subtotal for Dept. City Manager

RIN002253 INTERNET SERVICE

\$1.34

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

RIN002253 INTERNET SERVICE	\$1.51	\$1.34 Subtotal for Dept.	Code Enforcement
RIN002253 INTERNET SERVICE	\$2.18	\$1.51 Subtotal for Dept.	Council
RIN002253 INTERNET SERVICE	\$3.36	\$2.18 Subtotal for Dept.	Engineering
RIN002253 INTERNET SERVICE	\$3.36	\$3.36 Subtotal for Dept.	Finance
RIN002253 INTERNET SERVICE	\$0.17	\$3.36 Subtotal for Dept.	Fire
RIN002253 INTERNET SERVICE	\$1.01	\$0.17 Subtotal for Dept.	Fort Caspar
RIN002253 INTERNET SERVICE	\$0.17	\$1.01 Subtotal for Dept.	Garage
RIN002253 INTERNET SERVICE	\$0.50	\$0.17 Subtotal for Dept.	Golf Course
RIN002253 INTERNET SERVICE	\$1.34	\$0.50 Subtotal for Dept.	Hogadon
RIN002253 INTERNET SERVICE	\$0.50	\$1.34 Subtotal for Dept.	Human Resources
RIN002253 INTERNET SERVICE	\$2.01	\$0.50 Subtotal for Dept.	Ice Arena
RIN002253 INTERNET SERVICE	\$1.68	\$2.01 Subtotal for Dept.	Information Services
RIN002253 INTERNET SERVICE	\$0.03	\$1.68 Subtotal for Dept.	Metro Animal
RIN002253 INTERNET SERVICE	\$0.30	\$0.33 Subtotal for Dept.	Metropolitan Planning
RIN002253 INTERNET SERVICE	\$1.01	\$1.01 Subtotal for Dept.	Municipal Court
RIN002253 INTERNET SERVICE	\$1.51	\$1.51 Subtotal for Dept.	Parks
RIN002253 INTERNET SERVICE	\$0.50	\$0.50 Subtotal for Dept.	Planning
RIN002253 INTERNET SERVICE	\$7.39	\$7.39 Subtotal for Dept.	Police
RIN002253 INTERNET SERVICE	\$1.68	\$1.68 Subtotal for Dept.	Recreation
RIN002253 INTERNET SERVICE	\$0.34	\$0.34 Subtotal for Dept.	Streets
RIN002253 INTERNET SERVICE	\$0.34	\$0.34 Subtotal for Dept.	Traffic
RIN002253 INTERNET SERVICE	\$1.18	\$1.18 Subtotal for Dept.	Waste Water
RIN002253 INTERNET SERVICE	\$1.68	\$1.68 Subtotal for Dept.	Water

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$40.46 Subtotal for Vendor

BRIDGER STEEL

005008 EFF SAMPLE SHED MATERIALS

\$30.75

\$30.75 Subtotal for Dept. Waste Water

\$30.75 Subtotal for Vendor

BURBACKS REFRIGERATION CORP.

61115 AIR CONDITIONING BACK UP DISP

\$4,996.00

\$4,996.00 Subtotal for Dept. Communications Center

\$4,996.00 Subtotal for Vendor

BUSINESS OUTFITTERS

25359 COLORED COPIES SAVIN 5050

\$946.38

25358 BACK & WHITE COPIES SAVIN 5050

\$147.35

\$1,093.73 Subtotal for Dept. Planning

\$1,093.73 Subtotal for Vendor

CAPITAL BUSINESS SYSTEMS, INC.

375673 COPY CHARGES

\$17.00

\$17.00 Subtotal for Dept. Garage

\$17.00 Subtotal for Vendor

CASPER 1ST WARD

RIN0022502 REFUND

\$314.00

\$314.00 Subtotal for Dept. Aquatics

\$314.00 Subtotal for Vendor

CASPER ANIMAL MEDICAL CENTER

118112 VET SERVICES

\$1,025.77

\$1,025.77 Subtotal for Dept. Metro Animal

\$1,025.77 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.

RIN0022544 SERVICE AWARDS

\$363.00

\$363.00 Subtotal for Dept. Human Resources

\$363.00 Subtotal for Vendor

CASPER AUTO SUPPLY

279398 ELEC CONNECTOR

\$5.91

\$5.91 Subtotal for Dept. Weed And Pest

\$5.91 Subtotal for Vendor

CASPER COLLEGE

000661472 REGISTRATION

\$215.00

\$215.00 Subtotal for Dept. Water

\$215.00 Subtotal for Vendor

CASPER CONTRACTORS SUPPLY, INC.

1448779 CONCRETE BLADES

\$528.82

1448499 WOOD STAKES, BLADE

\$58.58

1448433 PINS, EXPANSION JOINTS

\$58.90

1448652 CONCRETE SAW BLADES

\$648.46

\$1,294.76 Subtotal for Dept. Streets

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

1448445 DELINERATOR BASES AND POSTS	\$1,691.50	
	\$1,691.50 Subtotal for Dept.	Traffic
1447159 HAMMERS, SNAP PIN	\$105.24	
1447617 PLIER, NUT SETTER	\$51.58	
	\$156.82 Subtotal for Dept.	Water
	\$3,143.08 Subtotal for Vendor	
CASPER EVENTS CENTER		
LOSS081013 LOSS ON SUBLIME W/ ROME CONCR	\$8,040.96	
	\$8,040.96 Subtotal for Dept.	Casper Events Center
	\$8,040.96 Subtotal for Vendor	
CASPER FIRE EXTINGUISHER, INC.		
30168 BRACKETS E6	\$144.00	
	\$144.00 Subtotal for Dept.	Fire
30088 ANNUAL FIRE EXT MAINTENANCE	\$9.75	
	\$9.75 Subtotal for Dept.	Waste Water
	\$153.75 Subtotal for Vendor	
CASPER SAFETY LLC		
6456 GAS MASK ADAPTER	\$9.26	
	\$9.26 Subtotal for Dept.	Police
	\$9.26 Subtotal for Vendor	
CASPER STAR TRIBUNE - LEGAL ADS ONLY		
968178 AD	\$185.16	
	\$185.16 Subtotal for Dept.	City Manager
970615 AD	\$1,568.00	
970682 AD	\$60.60	
	\$1,628.60 Subtotal for Dept.	Council
967933 AD	\$109.20	
	\$109.20 Subtotal for Dept.	Finance
971216 AD	\$31.90	
970850 AD	\$104.80	
	\$136.70 Subtotal for Dept.	Planning
	\$2,059.66 Subtotal for Vendor	
CASPER STAR TRIBUNE - REGULAR ADS ONLY		
393162 AD	\$1,115.80	
	\$1,115.80 Subtotal for Dept.	Streets
	\$1,115.80 Subtotal for Vendor	
CASPER WINCO SUPPLY CO.		
066917 00 WASHERS, NUTS, BOLTS	\$72.96	
	\$72.96 Subtotal for Dept.	Waste Water
067069 00 NUTS	\$19.60	
067069 00 5/8 NUTS	\$12.00	
067069 00 BOLT NUT WASH GALV 1 1/2 IN	\$52.80	
067069 00 WASHER	\$4.80	
067069 00 TAX	\$5.29	
067069 00 5/8 WASHER	\$6.40	

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

067069 30 TAX CREDIT
067069 00 BOLT NUT WASH GALV 2 in

(\$5.29)
\$10.16
\$105.76 Subtotal for Dept. Water
\$178.72 Subtotal for Vendor

CASPER WINNELSON

446283 00 INDIAN PB LS REPL YARD HYDRANT

445575 00 DAFT SUMP PUMPS CHECK VALVES

\$98.45
\$98.45 Subtotal for Dept. Sewer
\$341.34
\$341.34 Subtotal for Dept. Waste Water
\$439.79 Subtotal for Vendor

CENTRAL WY. SENIOR SVCS., INC.

3 ICE CREAM TASTING EVENT

\$5,000.00
\$5,000.00 Subtotal for Dept. Council
\$5,000.00 Subtotal for Vendor

CENTURYLINK

RIN0022537 PHONE USE
RIN0022537 PHONE USE
RIN0022549 PHONE USE

\$40.91
\$72.92
\$38.04
\$151.87 Subtotal for Dept. Casper Events Center

RIN0022548 PHONE USE

\$5.20
\$5.20 Subtotal for Dept. Cemetery

RIN0022519 PHONE USE

\$63.13
\$63.13 Subtotal for Dept. City Hall

RIN0022537 PHONE USE
RIN0022519 PHONE USE

\$81.80
\$64.82
\$146.62 Subtotal for Dept. Communications Center

RIN0022537 PHONE USE

\$36.84
\$36.84 Subtotal for Dept. Engineering

AP00014309231304 PHONE USE

\$811.40
\$811.40 Subtotal for Dept. Finance

RIN0022519 PHONE USE

\$471.56
\$471.56 Subtotal for Dept. Fire

RIN0022519 PHONE USE

\$154.77
\$154.77 Subtotal for Dept. Metro Animal

RIN0022527 PHONE USE

\$40.63
\$40.63 Subtotal for Dept. Municipal Court

RIN0022519 PHONE USE

\$61.08
\$61.08 Subtotal for Dept. Parking

RIN0022537 PHONE USE

\$36.84
\$36.84 Subtotal for Dept. Police

RIN0022537 PHONE USE

\$32.65
\$32.65 Subtotal for Dept. Sewer

RIN0022549 PHONE USE

\$37.29
\$37.29 Subtotal for Dept. Streets

RIN0022527 PHONE USE

\$43.16
\$43.16 Subtotal for Dept. Traffic

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

RIN0022549 PHONE USE

\$37.04

\$37.04 Subtotal for Dept. Waste Water

\$2,130.08 Subtotal for Vendor

CHARLES SIMONS

1896250 CLOTHING ALLOWANCE

\$181.62

\$181.62 Subtotal for Dept. Police

\$181.62 Subtotal for Vendor

CITY TOWING

13-075 TOWING

\$75.00

\$75.00 Subtotal for Dept. Police

\$75.00 Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

RIN0022569 ENGINEERING SERVICES FOR THE A

\$3,420.00

\$3,420.00 Subtotal for Dept. City Council

13-46-01 SALT CREEK HWY/20/26 BYPASS AN

\$2,502.50

\$2,502.50 Subtotal for Dept. Waste Water

12-68-09 ZONE II/III POPLAR 39TH WATER

\$6,928.31

12-68-09 ZONE II/III POPLAR 39TH WATER

\$14,066.54

12-52-03 AMENDEMENT #1 - FAIRGROUNDS RO

\$2,165.50

\$23,160.35 Subtotal for Dept. Water

\$29,082.85 Subtotal for Vendor

COASTAL CHEMICAL COMPANY

0101523 VEHICLE GAS

\$145.74

0101347 VEHICLE GAS

\$162.86

\$308.60 Subtotal for Dept. Water Treatment Plant

\$308.60 Subtotal for Vendor

COBAN TECH. INC.

6397 INTERVIEW ROOM SOFTWARE WARRANT

\$7,920.00

\$7,920.00 Subtotal for Dept. Police Dept

\$7,920.00 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

64795 RADIO REPAIR

\$49.00

64806 RADIO REPAIR

\$231.00

64855 RADIO REPAIR

\$364.00

56152 RADIO REPAIR

\$49.00

64735 RADIO REPAIR

\$49.00

65100 RADIO REPAIR

\$424.75

64730 RADIO REPAIR

\$49.00

64731 RADIO REPAIR

\$49.00

64739 RADIO REPAIR

\$49.00

\$1,313.75 Subtotal for Dept. Police

64716 INSTALL ITEMS

\$505.00

65006 GUN LOCK INSTALLATIONS

\$196.00

64717 INSTALL ITEMS

\$645.00

\$1,346.00 Subtotal for Dept. Police Dept

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$2,659.75 Subtotal for Vendor

COMPUTER PROS. UNLIMITED

INV097285 BUILDING SUPPLIES
INV097284 BUILDING SUPPLIES

\$9.95
\$59.95

\$69.90 Subtotal for Dept. Balefill

INV097509 TECHNOLOGIES

\$119.00

\$119.00 Subtotal for Dept. Code Enforcement

INV097202 BACK UPS

\$238.00

\$238.00 Subtotal for Dept. Engineering

INV097443 USB WIRELESS ADAPTER STN #1

\$29.95

\$29.95 Subtotal for Dept. Fire

INV097259 APC 750VA 10 OUT BACK-UPS ES

\$119.00

\$119.00 Subtotal for Dept. Golf Course

INV097453 MAINTENANCE

\$1,394.00

\$1,394.00 Subtotal for Dept. Information Services

INV097361 REPL DVD BURNER CCTV OPS

\$49.95

\$49.95 Subtotal for Dept. Sewer

\$2,019.80 Subtotal for Vendor

COMPUTER VILLAGE INC.

CSPR-I-7690 IPAD

\$741.65

\$741.65 Subtotal for Dept. Water

\$741.65 Subtotal for Vendor

CONOCO, INC.

34031277 FUEL

\$89.88

\$89.88 Subtotal for Dept. Police

34031277 FUEL

\$184.44

\$184.44 Subtotal for Dept. Police Grants

\$274.32 Subtotal for Vendor

CONSTANCE LAKE

RIN0022595 TRAVEL EXPENSES

\$260.20

\$260.20 Subtotal for Dept. Planning

\$260.20 Subtotal for Vendor

CONSTRUCTION DYNAMICS, LLC.

RIN0022560 METRO ANIMAL GARAGE EXTENSION
7 CHANGE ORDER 1 METRO ANIMAL

\$8,974.10
\$422.00

\$9,396.10 Subtotal for Dept. Balefill

RIN0022560 CHANGE ORDER #2 METRO ANIMAL

\$500.00

\$500.00 Subtotal for Dept. Metro Animal Control

\$9,896.10 Subtotal for Vendor

COWDIN CLEANING

201166 WEED MOWING

\$541.08

\$541.08 Subtotal for Dept. Code Enforcement

\$541.08 Subtotal for Vendor

CPS DISTRIBUTORS, INC.

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

1831526-00 IRRIGATION	\$24.36	
1831206-00 IRRIGATION	\$88.46	
1832927-00 IRRIGATION	\$53.12	
1832487-00 IRRIGATION	\$6.62	
1832904-00 IRRIGATION	\$369.23	
1832951-00 IRRIGATION	\$91.73	
1837839-00 IRRIGATION	\$105.62	
1837886-00 IRRIGATION	\$234.22	
1836066-00 IRRIGATION	\$64.40	
1833414-00 IRRIGATION	\$7.01	
1837301-00 IRRIGATION	\$39.11	
1837766-00 IRRIGATION	\$14.56	
1835117-00 IRRIGATION	\$263.00	
1835866-00 IRRIGATION	\$91.50	
1833452-00 IRRIGATION	\$230.62	
1833486-00 IRRIGATION	\$256.06	
1834482-00 IRRIGATION	\$36.93	
1835088-00 IRRIGATION	\$146.16	
1835242-00 IRRIGATION	\$139.44	
1834593-00 IRRIGATION	\$18.20	
1836118-00 IRRIGATION	\$2.38	
1831829-00 IRRIGATION	\$29.42	
1837360-00 IRRIGATION	\$100.48	
1835835-00 IRRIGATION	\$318.00	
1836698-00 IRRIGATION	\$24.36	
1836281-00 IRRIGATION	\$18.87	
1836365-00 IRRIGATION	\$1.18	
1836295-00 IRRIGATION	\$2.25	
1836292-00 IRRIGATION	\$33.94	
1831105-00 IRRIGATION	\$0.97	
	\$2,812.20	Subtotal for Dept. Parks
	\$2,812.20	Subtotal for Vendor

CRESCENT ELECTRIC SUPPLY CO.

103-331181-00 CKMU EDDOT 31/4 DP 1 GA

\$18.43	
\$18.43	Subtotal for Dept. Parks
\$18.43	Subtotal for Vendor

CRETEX CONCRETE PRODUCTS WEST, INC.

331037 MANHOLE LIDS FOR STREETS

\$1,240.00	
\$1,240.00	Subtotal for Dept. Sewer

331376 RING & COVER

\$1,954.00	
\$1,954.00	Subtotal for Dept. Streets
\$3,194.00	Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-019 CRIMESTOPPERS LINE

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

CRUM ELECTRIC SUPPLY CO., INC.

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

1476286-00 COUPLING,ADAPTER,BUSHING,NIPPL

\$3.96

\$3.96 Subtotal for Dept. Water

\$3.96 Subtotal for Vendor

CSI FORENSIC SUPPLY

52120A EVIDENCE SUPPLIES

\$254.09

\$254.09 Subtotal for Dept. Police

\$254.09 Subtotal for Vendor

DANA KEPNER CO. OF WY.

2217529-00 PLUGS

\$122.01

\$122.01 Subtotal for Dept. Water

\$122.01 Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

CM5393 FIXED INCOME MANAGEMENT FEE

\$6,811.99

\$6,811.99 Subtotal for Dept. Finance

\$6,811.99 Subtotal for Vendor

DELL MARKETING LP

XJ76XTPP7 OFFICE SOFTWARE CRR COMPUTER

\$345.47

\$345.47 Subtotal for Dept. Fire

XJ76XTR28 OFFICE PRO

\$345.47

\$345.47 Subtotal for Dept. Human Resources

XJ76XTM75 SOFTWARE LICENSING

\$690.94

XJ76XFKD2 SOFTWARE LICENSES

\$453.93

\$1,144.87 Subtotal for Dept. Police

XJ6NRKJF6 NETMOTION SOFTWARE

\$598.26

XJ6NRKKK3 SERVER SOFTWARE

\$598.26

\$1,196.52 Subtotal for Dept. Police Dept

\$3,032.33 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0022499 CLAIMS-AUGUST

\$28,076.20

\$28,076.20 Subtotal for Dept. Health Insurance

\$28,076.20 Subtotal for Vendor

DESERT MTN. CORP.

13-30171 ICE SLICER

\$4,394.81

13-30172 ICE SLICER

\$5,359.91

13-29081 ICE SLICER

\$5,259.00

13-29279 ICE SLICER

\$3,155.40

\$18,169.12 Subtotal for Dept. Streets

\$18,169.12 Subtotal for Vendor

DIVERSIFIED PRODUCTS MARKETING (DPM)

9135 URBAN FORESTRY SUPPLIES

\$4,664.00

\$4,664.00 Subtotal for Dept. Parks

\$4,664.00 Subtotal for Vendor

DOMINO'S PIZZA

41-1976 BOARD LUNCH

\$67.46

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$67.46 Subtotal for Dept. Water Treatment Plant
\$67.46 Subtotal for Vendor

DON BOOMSMA

E17712952 CLOTHING ALLOWANCE

\$75.00

\$75.00 Subtotal for Dept. Cemetery

\$75.00 Subtotal for Vendor

DONOVAN, ANNE

0020683795 DEPOSIT/CREDIT REFUND

\$8.49

\$8.49 Subtotal for Dept. Water

\$8.49 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000290-13 SODIUM HYPO

\$5,466.07

727000291-13 SODIUM HYPO

\$5,401.08

727000312-13 SODIUM HYPO

\$5,635.76

\$16,502.91 Subtotal for Dept. Water Treatment Plant

\$16,502.91 Subtotal for Vendor

E-470 PUBLIC HWY. AUTHORITY

2005648504 TOLL FOR E-470 TO DIA AND BACK

\$13.00

\$13.00 Subtotal for Dept. Sewer

\$13.00 Subtotal for Vendor

EASTGATE TRAVEL PLAZA

01036697 PROPANE

\$41.85

\$41.85 Subtotal for Dept. Streets

\$41.85 Subtotal for Vendor

ENERGY LABORATORIES, INC.

330930203 ANNUAL WYPDES TESTING

\$2,616.00

330830428 MONTHLY BAC T CONFERENCE ROOMS

\$30.00

\$2,646.00 Subtotal for Dept. Waste Water

330830684 LAB TESTING

\$45.00

330830425 LAB TESTING

\$60.00

330830029 LAB TESTING

\$15.00

330830626 LAB TESTING

\$45.00

330830627 LAB TESTING

\$30.00

330830644 LAB TESTING

\$15.00

330830422 LAB TESTING

\$255.00

330830645 LAB TESTING

\$255.00

330830047 LAB TESTING

\$15.00

330830216 LAB TESTING

\$45.00

330830184 LAB TESTING

\$255.00

330830280 LAB TESTING

\$60.00

330830284 LAB TESTING

\$45.00

330830257 LAB TESTING

\$60.00

330830193 LAB TESTING

\$45.00

330830686 LAB TESTING

\$15.00

\$1,260.00 Subtotal for Dept. Water

330930097 MONTHLY TESTING

\$20.00

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

ENTERPRISE RENT A CAR CO OF MT/WY, LLC. 244878 RENTAL CAR OUT TOWN TRAINING

\$20.00 Subtotal for Dept. Water Treatment Plant
\$3,926.00 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS 1821 2013 MISC WATER PH I

\$145.94
\$145.94 Subtotal for Dept. Police
\$145.94 Subtotal for Vendor

ESCO CORP. - CASPER

1119039 BREAKER W/CHUCK
1218664 JACKHAMMER

\$19,725.55
\$19,725.55 Subtotal for Dept. Water
\$19,725.55 Subtotal for Vendor

(\$834.81)
\$1,055.00
\$220.19 Subtotal for Dept. Water
\$220.19 Subtotal for Vendor

ESTES, TIFFANY

0020683802 DEPOSIT/CREDIT REFUND

\$61.60
\$61.60 Subtotal for Dept. Water
\$61.60 Subtotal for Vendor

EXPRESS PRINTING

13-1761 OFFICE SUPPLIES

13-1761 SALARY & BENEFITS

\$268.00
\$268.00 Subtotal for Dept. Code Enforcement
\$39.00
\$39.00 Subtotal for Dept. Owner Occupied Gen Rehab
\$307.00 Subtotal for Vendor

FEDERAL EXPRESS

2-377-32744 AIRBILL

2-391-01421 AIR BILL

2-397-95143 AIRBILL

\$199.74
\$199.74 Subtotal for Dept. Balefill
\$36.51
\$36.51 Subtotal for Dept. Communications Center
\$62.58
\$62.58 Subtotal for Dept. Police
\$298.83 Subtotal for Vendor

FEDEX OFFICE

094200011163 COPIES

\$321.80
\$321.80 Subtotal for Dept. Police
\$321.80 Subtotal for Vendor

FERGUSON ENTERPRISES, INC. #3201

1162556 CUTTERS, PIPE COMPOUND

\$105.54
\$105.54 Subtotal for Dept. Water

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$105.54 Subtotal for Vendor

FINISH LINE SYSTEMS, LLC.

2613 METER T-10 5/8X3/4 NEW
2597 METER T-10 5/8X3/4 NEW

\$5,151.72

\$1,937.40

\$7,089.12 Subtotal for Dept. Water

\$7,089.12 Subtotal for Vendor

FIREHOUSE INNOVATIONS

RIN0022546 MULTI-FORCE DOOR FOR TRNG

\$7,219.65

\$7,219.65 Subtotal for Dept. Fire

\$7,219.65 Subtotal for Vendor

FIREHOUSE MAGAZINE

146999 SUBSCRIPTION #146999

\$29.95

\$29.95 Subtotal for Dept. Fire

\$29.95 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI880319 CREDIT CARD FEES

\$4,488.02

\$4,488.02 Subtotal for Dept. Balefill

REMI889710 CREDIT CARD FEES

\$19.95

\$19.95 Subtotal for Dept. Police Grants

\$4,507.97 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0022539 PETTY CASH

\$2.75

RIN0022539 PETTY CASH

\$1,135.00

\$1,137.75 Subtotal for Dept. Municipal Court

RIN0022555 PETTY CASH

\$1.42

RIN0022555 PETTY CASH

\$21.19

RIN0022555 PETTY CASH

\$10.00

RIN0022555 PETTY CASH

\$94.50

\$127.11 Subtotal for Dept. Fort Caspar

RIN0022594 PETTY CASH

\$30.00

RIN0022594 PETTY CASH

\$21.00

\$51.00 Subtotal for Dept. Engineering

RIN0022594 PETTY CASH

\$39.98

\$39.98 Subtotal for Dept. Sewer

RIN0022594 PETTY CASH

\$7.77

\$7.77 Subtotal for Dept. Waste Water

RIN0022594 PETTY CASH

\$5.58

RIN0022594 PETTY CASH

\$22.64

RIN0022594 PETTY CASH

\$18.74

\$46.96 Subtotal for Dept. Water

RIN0022594 PETTY CASH

\$26.48

RIN0022594 PETTY CASH

\$6.29

RIN0022594 PETTY CASH

\$83.88

RIN0022594 PETTY CASH

\$6.97

\$123.62 Subtotal for Dept. Water Treatment Plant

RIN0022597 PETTY CASH

\$12.88

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

RIN0022597 PETTY CASH
RIN0022597 PETTY CASH

\$6.28
\$7.38

\$26.54 Subtotal for Dept. Fire

RIN0022597 PETTY CASH
RIN0022597 PETTY CASH
RIN0022597 PETTY CASH

\$26.87
\$32.02
\$18.54

\$77.43 Subtotal for Dept. Human Resources

\$1,638.16 Subtotal for Vendor

FISCHER BODY SHOP CORP.
21240 BODY REPAIR & PAINT

\$2,261.05

\$2,261.05 Subtotal for Dept. Property & Liability Insurance

\$2,261.05 Subtotal for Vendor

FLEMING SUPPLY, INC.
34266 CONNECTION CABLES/COMPUTERS

\$7.23

\$7.23 Subtotal for Dept. Balefill

34265 TECHNOLOGY FOR EVENTS CENTER

\$24.60

\$24.60 Subtotal for Dept. Council

34323 COMPUTER COAXIAL CABLE WWTP31

\$49.95

\$49.95 Subtotal for Dept. Waste Water

\$81.78 Subtotal for Vendor

FOOD FOR THOUGHT
91613-2 DEPOSIT REFUND

\$200.00

\$200.00 Subtotal for Dept. Recreation

\$200.00 Subtotal for Vendor

FOOD SVCS OF AMERICA
4526954 OPERATING SUPPLIES-CATERING

\$275.68

\$275.68 Subtotal for Dept. Casper Events Center

\$275.68 Subtotal for Vendor

FREEDOM FOODS, INC.
0000400903 LUNCH FOR DOC TALK
RIN0022498 LUNCH FOR DOC TALK

\$78.75

\$75.50

\$154.25 Subtotal for Dept. Health Insurance

0000399873 LUNCH FOR WEBINAR

\$124.75

\$124.75 Subtotal for Dept. Human Resources

716 VICTIM SVC ACADEMY MEAL

\$62.74

\$62.74 Subtotal for Dept. Police Grants

\$341.74 Subtotal for Vendor

GALLS, INC.
000989449 UNIFORMS
000982304 UNIFORMS
000955516 UNIFORMS
000971551 UNIFORMS

\$380.00

\$27.18

\$88.00

\$151.67

\$646.85 Subtotal for Dept. Police

\$646.85 Subtotal for Vendor

GBS BENEFITS, INC.

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

260022 CONSULTING FEES-SEPTEMBER

\$1,000.00

\$1,000.00 Subtotal for Dept. Health Insurance

\$1,000.00 Subtotal for Vendor

GENERAL SHALE BRICK, INC.

181861701 STONEWALL/WALLCAPS/BLAD DIAMON

\$198.20

\$198.20 Subtotal for Dept. Perpetual Care

\$198.20 Subtotal for Vendor

GEOTEC INDUSTRIAL SUPPLY

25128 RAINIER WOOD MULCH

\$342.00

\$342.00 Subtotal for Dept. Parks

\$342.00 Subtotal for Vendor

GLOBALSTAR USA, LLC.

1000000005063295 COMMAND BUS SERVICE

\$90.71

\$90.71 Subtotal for Dept. Communications Center

\$90.71 Subtotal for Vendor

GOLDER ASSOCIATES

361700 MAJOR PERMIT AMENDMENT - CASPE

\$572.08

\$572.08 Subtotal for Dept. Balefill

\$572.08 Subtotal for Vendor

GRAINGER

9240889957 BRACKETS

\$57.58

\$57.58 Subtotal for Dept. Fire

\$57.58 Subtotal for Vendor

GRAINGER, INC.

9220530712 OPS SUPPLIES

\$562.90

\$562.90 Subtotal for Dept. Balefill

9233743237 BATTERY PACKS - R1

\$158.60

\$158.60 Subtotal for Dept. Fire

9211845392 TEST LEAD KIT

\$75.69

\$75.69 Subtotal for Dept. Water

\$797.19 Subtotal for Vendor

GRANICUS, INC.

48359 MAINTENANCE

\$725.00

\$725.00 Subtotal for Dept. Information Services

\$725.00 Subtotal for Vendor

GREINER MOTOR CO - CASPER

008145 TRUCK DETAIL

\$75.00

008143 PARTS

\$75.00

\$150.00 Subtotal for Dept. Metro Animal

470491FOWG WHEEL ASSEMBLY PART

\$79.09

\$79.09 Subtotal for Dept. Police

\$229.09 Subtotal for Vendor

GRIZZLY EXCAVATING & CONST. LLC.

RIN0022561 2013 MISC WATER PHASE I

\$169,471.56

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

RIN0022561 RETAINAGE

(\$11,739.10)

\$157,732.46 Subtotal for Dept. Water

\$157,732.46 Subtotal for Vendor

GRIZZLY MAINTENANCE SVC.

18372 SERVICE TO FORK LIFT

\$209.63

\$209.63 Subtotal for Dept. Water Treatment Plant

\$209.63 Subtotal for Vendor

HACH CO., CORP.

8459767 DO PROBE SENSOR CAPS ABASINS

\$697.37

\$697.37 Subtotal for Dept. Waste Water

8470892 LAB SUPPLIES

\$212.36

\$212.36 Subtotal for Dept. Water

\$909.73 Subtotal for Vendor

HAIGHT, MYSTY/CHRIS

0020683793 DEPOSIT/CREDIT REFUND

\$51.00

\$51.00 Subtotal for Dept. Water

\$51.00 Subtotal for Vendor

HDR ENGINEERING, INC.

00399602-H ON-GOING STUDIES, TASKS AND

\$3,861.09

\$3,861.09 Subtotal for Dept. Water

\$3,861.09 Subtotal for Vendor

HEWLETT PACKARD

53221246 TECHNOLOGY

\$1,320.74

\$1,320.74 Subtotal for Dept. Engineering

53297484 MONITOR - STN #5

\$224.10

53281078 LAPTOP

\$877.71

53297667 MONITOR CRR DIVISION

\$214.00

\$1,315.81 Subtotal for Dept. Fire

53246766 PRINTER

\$547.63

\$547.63 Subtotal for Dept. Health Insurance

53246766 PRINTER

\$1,095.27

\$1,095.27 Subtotal for Dept. Human Resources

53300625 MONITOR

\$214.00

\$214.00 Subtotal for Dept. Planning

53329054 NEW COMPUTER TREMEL

\$1,446.03

\$1,446.03 Subtotal for Dept. Police

53246766 PRINTER

\$547.63

\$547.63 Subtotal for Dept. Property & Liability Insurance

53270337 HP LAPTOP WWTP13 SN 5CB3340CLH

\$965.51

\$965.51 Subtotal for Dept. Waste Water

\$7,452.62 Subtotal for Vendor

HIGH PLAINS CONSTRUCTION, INC.

COC9 HOT MIX

\$9,457.56

\$9,457.56 Subtotal for Dept. Streets

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$9,457.56 Subtotal for Vendor

HIGH PLAINS PIZZA, INC.

98006 VICTIM SVC ACADEMY MEAL
98025 VICTIM SVC ACADEMY MEAL

\$98.50
\$93.50

\$192.00 Subtotal for Dept. Police Grants
\$192.00 Subtotal for Vendor

HILLCREST SPRING WATER, INC.

1134574 DRINKING WATER
1131185 DRINKING WATER

\$74.50
\$45.50

\$120.00 Subtotal for Dept. Balefill

1134575 WATER

\$31.00

\$31.00 Subtotal for Dept. Metro Animal
\$151.00 Subtotal for Vendor

HILSTON APPRAISALS

D-2013-54 APPRAISAL 333 W MIDWEST AVE

\$2,500.00

\$2,500.00 Subtotal for Dept. Planning
\$2,500.00 Subtotal for Vendor

HITEK COMMUNICATIONS

368 DISPATCH WIRING

\$2,145.00

\$2,145.00 Subtotal for Dept. Communications Center
\$2,145.00 Subtotal for Vendor

HOLIDAY INN - RIVERTON

34671 ROOM CHARGES/OUT TOWN TRAINING
34670 RM CHARGES/OUT TOWN TRAINING

\$385.00
\$385.00

\$770.00 Subtotal for Dept. Police
\$770.00 Subtotal for Vendor

HOLMES, MATTHEW

0020683800 DEPOSIT/CREDIT REFUND

\$16.58

\$16.58 Subtotal for Dept. Water
\$16.58 Subtotal for Vendor

HOMAX OIL SALES, INC.

0205451-IN OPS SUPPLIES- COOLANT
0205541-IN FUEL

\$913.40
\$25,423.79

\$26,337.19 Subtotal for Dept. Balefill

CL48209 FUEL
CL48347A FUEL
CL48957 FUEL
CL48947 FUEL

\$12,398.87
(\$79.53)
\$45.82
\$1,094.12

\$13,459.28 Subtotal for Dept. Garage

0203226-IN COOLANT
CL47577 FUEL

\$95.88
\$2,702.73

\$2,798.61 Subtotal for Dept. Water
\$42,595.08 Subtotal for Vendor

HOOD'S EQUIPMENT & SPRINKLER, LLC.

0013063 SOD

\$103.20

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

HOSE & RUBBER SUPPLY, INC.

B28435-001 HOSE ASSY.

\$103.20 Subtotal for Dept. Water

\$103.20 Subtotal for Vendor

B27450-001 REDUCERS

\$183.90

\$183.90 Subtotal for Dept. Streets

B27018-002 RECIRC PUMPS BELTS

\$194.29

B29170-001 VARIOUS HOSE ASSY

\$39.43

\$1,812.07

\$2,045.79 Subtotal for Dept. Waste Water

B24174-001 HOSE REPAIR

\$12.15

\$12.15 Subtotal for Dept. Water

\$2,241.84 Subtotal for Vendor

HOUSE OF PRINTING, INC.

70685 BACKFLOW FORMS

\$279.00

\$279.00 Subtotal for Dept. Water

\$279.00 Subtotal for Vendor

HUB FLOORING

0029475 REPAIR TILE

\$212.50

\$212.50 Subtotal for Dept. City Hall

0029464 VINYL REPAIR

\$1,603.00

\$1,603.00 Subtotal for Dept. Hogadon

\$1,815.50 Subtotal for Vendor

HUSAM DIA

RIN0022524 DEPOSIT REFUND

\$200.00

\$200.00 Subtotal for Dept. Recreation

\$200.00 Subtotal for Vendor

INDUSTRIAL DISTRIBUTORS, INC.

134075 NITRILE GLOVES

\$31.98

\$31.98 Subtotal for Dept. Weed And Pest

\$31.98 Subtotal for Vendor

INDUSTRIAL SCREEN & MAINTENANCE, INC.

61785 WIRE MESH SCREEN

\$45.00

\$45.00 Subtotal for Dept. Water

\$45.00 Subtotal for Vendor

INFORMATION SYSTEMS CONSULTING, INC.

SIN003075 TECHNOLOGY

\$3,185.72

\$3,185.72 Subtotal for Dept. City Manager

SIN003260 PD REWIRE PROJECT

\$5,242.80

\$5,242.80 Subtotal for Dept. Police Dept

SIN003295 VIDEO SURV MATERIALS AT WWTP

\$135.57

SIN003288 TRANSCEIVER MODULE SECURITY

\$622.93

\$758.50 Subtotal for Dept. Waste Water

\$9,187.02 Subtotal for Vendor

IN-KIND SVCS.

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

2463/104666	SPECIAL OLYMPICS FALL TOURNAME	\$37.50		
2463/104619	WEDNESDAY NIGHT LIVE	\$36.00		
2463/104617	WEDNESDAY NIGHT LIVE	\$36.00		
2463/104667	CASPER SOCCER CLUB FALL CLASSI	\$500.00		
2463/104618	WEDNESDAY NIGHT LIVE	\$36.00		
		\$645.50	Subtotal for Dept.	Council
		\$645.50	Subtotal for Vendor	

INSTALLATION & SVC. CO.

RIN0022562	2013 MISC WATER PHAS II	\$2,100.00		
		\$2,100.00	Subtotal for Dept.	Sewer
3	RETAINAGE	(\$3,329.78)		
RIN0022562	2013 MISC WATER PHAS II	\$43,895.75		
3	2013 CPU ASPHALT REPAIRS	\$10,298.15		
3	2013 CPU ASPHALT REPAIRS	\$22,999.60		
RIN0022562	RETAINAGE	(\$38.02)		
		\$73,825.70	Subtotal for Dept.	Water
		\$75,925.70	Subtotal for Vendor	

INTERACTIVE HEALTH SOLUTIONS

28521	BLOOD DRAW FEES	\$27,485.00		
		\$27,485.00	Subtotal for Dept.	Health Insurance
		\$27,485.00	Subtotal for Vendor	

INTOXIMETERS, INC.

401020	INTOX REPAIRS X 3	\$710.70		
		\$710.70	Subtotal for Dept.	Police
		\$710.70	Subtotal for Vendor	

IRRIGATION TECHNOLOGIES

525	PRE-BID MTG, ADDENDA DISTRIBUT	\$1,600.00		
		\$1,600.00	Subtotal for Dept.	Golf Course
		\$1,600.00	Subtotal for Vendor	

JACOBS ENGINEERING GROUP

WVXX55000906	WESTSIDE BLVD PLANNING STUDY	\$1,112.71		
WVXX55000906	WESTSIDE BLVD PLANNING STUDY	\$10,587.70		
		\$11,700.41	Subtotal for Dept.	Metropolitan Planning
		\$11,700.41	Subtotal for Vendor	

JEFFREY BULLARD

RIN0022471	TUITION REIMBURSEMENT	\$708.40		
		\$708.40	Subtotal for Dept.	Police
		\$708.40	Subtotal for Vendor	

JENNIFER SCOTT

RIN0022543	TRAVEL EXPENSES	\$1,072.36		
		\$1,072.36	Subtotal for Dept.	Fire
		\$1,072.36	Subtotal for Vendor	

JERRY KOLLMANN

RIN0022507	TOOL REIMBURSEMENT	\$125.95		
		\$125.95	Subtotal for Dept.	Garage

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$125.95 Subtotal for Vendor

JIRDON AGRI CHEMICALS CORP

821-2119 ATHELICS
821-2119 LANSCAPING

\$2,752.50

\$6,422.50

\$9,175.00 Subtotal for Dept. Parks

\$9,175.00 Subtotal for Vendor

JOHN HATCHER

RIN0022540 TRAVEL EXPENSES

\$294.00

\$294.00 Subtotal for Dept. Police

\$294.00 Subtotal for Vendor

JOHNSON, ROBERTS & ASSOCIATES, INC.

120715 PRE HIRE TESTING

\$17.00

\$17.00 Subtotal for Dept. Metro Animal

\$17.00 Subtotal for Vendor

JTL GROUP DBA KNIFE RIVER

91867 HOT MIX
91660 BASE COURSE
91948 HOT MIX
91877 CONCRETE
91371 CONCRETE
91668 HOT MIX
91866 HOT MIX
91952 CONCRETE
91175 CONCRETE
91737 HOT MIX
91865 HOT MIX
91423 CONCRETE
91911 HOT MIX

91672 CONCRETE

\$688.76

\$128.43

\$2,819.36

\$648.63

\$403.00

\$690.77

\$1,866.62

\$108.25

\$198.25

\$911.20

\$704.17

\$206.50

\$619.08

\$9,993.02 Subtotal for Dept. Streets

\$125.00

\$125.00 Subtotal for Dept. Water

\$10,118.02 Subtotal for Vendor

KEENAN SUPPLY

S008290936.001 HOT H2O PUMPS THERMO TECH

\$870.57

\$870.57 Subtotal for Dept. Waste Water

\$870.57 Subtotal for Vendor

KINSCO PUBLIC SAFETY

16869 UNIFORMS

\$8,266.70

\$8,266.70 Subtotal for Dept. Fire

\$8,266.70 Subtotal for Vendor

KIRK BUCHHOLZ

300001169 CLOTHING ALLOWANCE

\$141.00

\$141.00 Subtotal for Dept. Police

\$141.00 Subtotal for Vendor

KNAPP SUPPLY & EQUIPMENT CO.

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

330040-000 JANITORIAL SUPPLIES

\$143.85

\$143.85 Subtotal for Dept. Balefill

329618-000 CLEANING SUP FOR PICNIC TABLES

\$58.70

\$58.70 Subtotal for Dept. Parks

\$202.55 Subtotal for Vendor

KONE, INC.

221276425 ELEVATOR MAINT. - SEPT. 2013

\$592.54

\$592.54 Subtotal for Dept. Casper Events Center

\$592.54 Subtotal for Vendor

LAKE, TRACY/KENNETH

0020683797 DEPOSIT/CREDIT REFUND

\$7.04

\$7.04 Subtotal for Dept. Water

\$7.04 Subtotal for Vendor

LAMAR OUTDOOR ADVERTISING

104361649 PROD & INSTALL POSTERFLEX FOR

\$1,000.00

\$1,000.00 Subtotal for Dept. Streets

\$1,000.00 Subtotal for Vendor

LAMB, BRANDON

0020683792 DEPOSIT/CREDIT REFUND

\$8.59

\$8.59 Subtotal for Dept. Water

\$8.59 Subtotal for Vendor

LAMONT ECOSSE

0020683803 DEPOSIT/CREDIT REFUND

\$32.80

\$32.80 Subtotal for Dept. Water

\$32.80 Subtotal for Vendor

LEGAL ASSISTANTS OF WY., INC.

RIN0022526 ASSOCIATION DUES

\$80.00

\$80.00 Subtotal for Dept. City Attorney

\$80.00 Subtotal for Vendor

LINA

RIN0022521 LIFE INSURANCE-RETIREEES SEPT

\$289.98

\$289.98 Subtotal for Dept. Health Insurance

\$289.98 Subtotal for Vendor

LITTLE VALLEY WHOLESALE NURSERY

265507 TREES FOR STREET TREE PROGRAM

\$5,614.91

\$5,614.91 Subtotal for Dept. Parks

\$5,614.91 Subtotal for Vendor

MANPOWER, INC.

26076687 CASHIER

\$58.48

26076689 FOOD SERVERS

\$639.49

\$697.97 Subtotal for Dept. Casper Events Center

\$697.97 Subtotal for Vendor

MASTERCARD

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

RIN0022505 BAD EMAIL HABITS WEBINAR

\$199.00

\$199.00 Subtotal for Dept. Human Resources

RIN0022531 STREET MGR JOB ADS

\$369.25

\$369.25 Subtotal for Dept. Streets

\$568.25 Subtotal for Vendor

MCMURRY READY MIX CO.

214546 CONCRETE

\$265.00

214547 CONCRETE

\$530.00

214545 CONCRETE

\$212.00

\$1,007.00 Subtotal for Dept. Streets

\$1,007.00 Subtotal for Vendor

MENARD, INC.

28241 MISC SUPPLIES

\$46.76

\$46.76 Subtotal for Dept. Parks

\$46.76 Subtotal for Vendor

MENARD'S INC.

324324913208790 MISSION SERVE MATERIALS

\$5.57

324324913064142 MISSION SERVE MATERIALS

\$78.69

324322013076762 MISSION SERVE MATERIALS

\$692.83

\$777.09 Subtotal for Dept. Owner Occupied Gen Rehab

\$777.09 Subtotal for Vendor

METECH RECYCLING INC.

25301 E-WASTE RECYCLING

\$2,210.94

25054 E-WASTE RECYCLING

\$3,872.60

\$6,083.54 Subtotal for Dept. Balefill

\$6,083.54 Subtotal for Vendor

MICHAEL'S FENCE INC.

0142880 MALLEABLE IRON GATE FORK LATCH

\$16.12

0142834 BRACE CLAMP

\$6.50

0142894 BLACK POST CAP FOR ATHLETICS

\$88.38

\$111.00 Subtotal for Dept. Parks

\$111.00 Subtotal for Vendor

MICHELLE BAHE

RIN0022574 TRAVEL EXPENSES

\$304.58

\$304.58 Subtotal for Dept. Fort Caspar

\$304.58 Subtotal for Vendor

MIDLAND IMPLEMENT, INC.

720414002 NEW IRRIGATION SYSTEM EQUIPMEN

\$41,216.53

\$41,216.53 Subtotal for Dept. Golf Course

\$41,216.53 Subtotal for Vendor

MIS INDUSTRIAL SUPPLY

20438 PROPANE

\$23.56

20420 PROPANE

\$31.00

20365 PROPANE

\$58.90

20458 PROPANE

\$24.80

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

20387 PROPANE	\$33.79		
	\$172.05	Subtotal for Dept.	Streets
18400 REGULATOR REPAIR	\$53.00		
	\$53.00	Subtotal for Dept.	Traffic
	\$225.05	Subtotal for Vendor	
MOBILE CONCRETE, INC.			
174419 CONCRETE	\$742.00		
175054 CONCRETE	\$424.00		
	\$1,166.00	Subtotal for Dept.	Streets
174700 CONCRETE	\$148.50		
174903 CONCRETE	\$49.50		
	\$198.00	Subtotal for Dept.	Water
	\$1,364.00	Subtotal for Vendor	
MORAN, KALLASANDRA			
0020683794 DEPOSIT/CREDIT REFUND	\$75.00		
	\$75.00	Subtotal for Dept.	Water
	\$75.00	Subtotal for Vendor	
MORRISON-MAIERLE, INC			
137497 WEST BELT LOOP LAND USE,	\$1,770.21		
137497 WEST BELT LOOP LAND USE,	\$16,843.99		
	\$18,614.20	Subtotal for Dept.	Metropolitan Planning
	\$18,614.20	Subtotal for Vendor	
MOTOROLA SOLUTIONS			
78242774 MONTHLY MAINT AGREE	\$5,029.97		
	\$5,029.97	Subtotal for Dept.	Communications Center
	\$5,029.97	Subtotal for Vendor	
MPI WAREHOUSE SPECIALTY CO.			
1087865-00 PUMP TEST GUAGES	\$122.48		
	\$122.48	Subtotal for Dept.	Fire
	\$122.48	Subtotal for Vendor	
MTN. STATES LITHOGRAPHING CO.			
132762 BUSINESS CARDS-MAGEE	\$63.00		
	\$63.00	Subtotal for Dept.	Human Resources
	\$63.00	Subtotal for Vendor	
MURDOCH'S RANCH & HOME SUPPLY			
8816/24 STIHL GAL BAR AND CHAIN	\$103.92		
	\$103.92	Subtotal for Dept.	Weed And Pest
	\$103.92	Subtotal for Vendor	
NAPA AUTO PARTS CORP.			
604393 MISC. MAINT. SUPPLIES	\$51.85		
607787 PARTS FOR TRAILER	\$103.27		
	\$155.12	Subtotal for Dept.	Balefill
607814 SPARK PLUGS	\$1.99		
	\$1.99	Subtotal for Dept.	Cemetery

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

611839 WD40	\$43.98		
	\$43.98	Subtotal for Dept.	Traffic
607376 CABLE TIES	\$16.36		
	\$16.36	Subtotal for Dept.	Waste Water
612501 SIGNAL STOP LAMPS	\$24.40		
597737 SWITCH, BULB	\$11.47		
598293 BRACKET & WINDSHIELD WASH	\$16.38		
	\$52.25	Subtotal for Dept.	Water
	\$269.70	Subtotal for Vendor	
NATIONAL BENEFIT SERVICES			
427314 PLAN ADMIN FEES-AUGUST	\$433.65		
	\$433.65	Subtotal for Dept.	Health Insurance
	\$433.65	Subtotal for Vendor	
NATL. HISTORIC TRAILS FOUNDATION			
RIN0022493 EXHIBITS FOR THE TRAIL CENTER	\$14,250.00		
	\$14,250.00	Subtotal for Dept.	One Cent #14
	\$14,250.00	Subtotal for Vendor	
NATRONA COUNTY CLERK			
959428 RECORDING	\$240.00		
	\$240.00	Subtotal for Dept.	Planning
	\$240.00	Subtotal for Vendor	
NETMOTION WIRELESS, INC.			
I0018494 NETMOTION MOBILITY	\$13,495.03		
	\$13,495.03	Subtotal for Dept.	Police Dept
	\$13,495.03	Subtotal for Vendor	
NETWORKFLEET, INC			
OSV000000096249 GPS MONTHLY SERVICE	\$570.90		
	\$570.90	Subtotal for Dept.	Refuse Collection
OSV000000096249 GPS MONTHLY SERVICE	\$25.95		
	\$25.95	Subtotal for Dept.	Sewer
OSV000000096249 GPS MONTHLY SERVICE	\$596.85		
	\$596.85	Subtotal for Dept.	Streets
OSV000000096249 GPS MONTHLY SERVICE	\$155.70		
	\$155.70	Subtotal for Dept.	Traffic
OSV000000096249 GPS MONTHLY SERVICE	\$155.70		
	\$155.70	Subtotal for Dept.	Water
	\$1,505.10	Subtotal for Vendor	
NEVEREST EQUIPMENT CO.			
991 VAC TRUCK HOSE, MENDERS, ENDS	\$1,702.00		
984 JET TRUCK HOSE FEMALE ENDS	\$95.51		
	\$1,797.51	Subtotal for Dept.	Sewer
	\$1,797.51	Subtotal for Vendor	
NEVE'S UNIFORMS, INC.			
LN-284612 UNIFORMS	\$13.90		

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$13.90 Subtotal for Dept. Metro Animal

NE24996 UNIFORMS	\$9.95
NE25015 UNIFORMS	\$43.98
NE25019 UNIFORMS	\$125.95
NE25287 UNIFORMS	\$169.95
LN-284253 UNIFORMS	\$699.00
NE25016 UNIFORMS	\$9.95
NE25293 UNIFORMS	\$125.95
LN-284256 UNIFORMS	\$699.00
LN-284258 UNIFORMS	\$699.00
LN-284257 UNIFORMS	\$699.00
LN-284252 UNIFORMS	\$699.00
NE24995 UNIFORMS	\$9.95
NE24994 UNIFORMS	\$39.80
LN-284254 UNIFORMS	\$699.00
NE25121 UNIFORMS	\$64.95
NE25120 UNIFORMS	\$129.90
279134 UNIFORMS	(\$90.60)

\$4,833.73 Subtotal for Dept. Police

\$4,847.63 Subtotal for Vendor

NFPA INTL.

5835290X MEMBERSHIP	\$165.00
2246680 MEMBERSHP	\$165.00

\$330.00 Subtotal for Dept. Fire

\$330.00 Subtotal for Vendor

NORCO, INC.

12052199 LANDFILL SAMPLING SUPPLIES	\$267.33
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\$267.33 Subtotal for Dept. Balefill

12067698 UNIFORMS/SEWING CHARGES	\$653.00
12067697 UNIFORMS	\$9,807.00

\$10,460.00 Subtotal for Dept. Fire

12093399 CLEANING PRODUCTS	\$386.22
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\$386.22 Subtotal for Dept. Metro Animal

11996808 SAFETY GLOVES, HELMETS	\$354.31
11987630 V GARD CLEAR	\$27.36

\$381.67 Subtotal for Dept. Parks

11982171 OPS SUPPLIES TRASH BAGS DEPOTS	\$410.64
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\$410.64 Subtotal for Dept. Refuse Collection

11967874 HIP WADERS,HARD HAT	\$46.25
11980225 HARD HAT SSTEVENS	\$30.29
11979958 CYLINDER REGULATOR ADAPTER	\$20.66
11967117 NIGHT STICK FLASHLIGHTS	\$66.66

\$163.86 Subtotal for Dept. Waste Water

11901870 CLEANING SUPPLIES, TOWEL	\$89.80
12007798 AIR FRESHENER	\$32.14
11902984 EARMUFF	\$31.04

\$152.98 Subtotal for Dept. Water

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$12,222.70 Subtotal for Vendor

OHLSON LAVOIE CORPORATION

4 DESIGN AND CA FOR NEW MIKE SED

\$40,376.42

\$40,376.42 Subtotal for Dept. Aquatics

\$40,376.42 Subtotal for Vendor

ONE CALL OF WY.

33005 AUG13 LOCATE TICKETS

\$377.32

\$377.32 Subtotal for Dept. Sewer

33005 AUG13 LOCATE TICKETS

\$461.18

\$461.18 Subtotal for Dept. Water

\$838.50 Subtotal for Vendor

O'REILLY AUTO PARTS

2746-386445 MECHANIC GLOVES

\$7.58

\$7.58 Subtotal for Dept. Weed And Pest

\$7.58 Subtotal for Vendor

PAM FERNANDEZ

RIN0022525 DEP REFUND - #156853

\$493.00

\$493.00 Subtotal for Dept. Recreation

\$493.00 Subtotal for Vendor

PARKWAY PLAZA HOTEL & CONVENTION CENTER

1345 VICTIM SVC ROOM

\$75.60

1262 VICTIM ROOM

\$65.00

\$140.60 Subtotal for Dept. Police Grants

\$140.60 Subtotal for Vendor

PEDEN'S, INC.

N31831 UNIFORMS

\$6,433.00

\$6,433.00 Subtotal for Dept. Fire

\$6,433.00 Subtotal for Vendor

PEPPER TANK & CONTRACTING

87333 FAB LIQ LEVEL TAPE STAND DIG2

\$120.00

\$120.00 Subtotal for Dept. Waste Water

\$120.00 Subtotal for Vendor

PEPSI COLA OF CASPER

25497 CLUB SODA, DIET PEPSI, RETURNS

\$16.00

8016 PRODUCT AND EMPTY RETURNS

(\$1,598.03)

524907 CUPS, DIET PEPSI & BIB

\$972.75

6025 ALCOHOL

\$45.00

6005 CONCESSION SUPPLIES

(\$510.40)

5763 OPERATING SUPPLIES-CATERING

\$219.00

524189 ALCOHOL

\$192.00

(\$663.68) Subtotal for Dept. Casper Events Center

22834 PRODUCT

\$187.65

24954 PRODUCT

\$382.65

25426 PRODUCT

\$190.65

25236 PRODUCT

\$163.20

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

23234 PRODUCT

\$136.55
\$1,060.70 Subtotal for Dept. Ice Arena
\$397.02 Subtotal for Vendor

PETE ABRAMS

RIN0022545 TRAVEL EXPENSES

\$74.35
\$74.35 Subtotal for Dept. Police
\$74.35 Subtotal for Vendor

PLANNED & ENGINEERED CONST. INC.

RIN0022559 2013 MISC SANITARY SEWER LININ
RIN0022559 RETAINAGE

\$162,530.00
(\$8,126.50)
\$154,403.50 Subtotal for Dept. Sewer
\$154,403.50 Subtotal for Vendor

POLICE DEPT

RIN0022556 UNDERCOVER FUND REIMB

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

POLLSTAR

266421 CEC ADVERTISING

\$155.90
\$155.90 Subtotal for Dept. Casper Events Center
\$155.90 Subtotal for Vendor

PORTER, MUIRHEAD, CORNIA & HOWARD

202552 PROFESSIONAL AUDIT SERVICES

\$40,000.00
\$40,000.00 Subtotal for Dept. Finance
\$40,000.00 Subtotal for Vendor

POWDER RIVER SHREDDERS LLC

5622 SHREDDING

\$30.00
\$30.00 Subtotal for Dept. Communications Center

5530 SHREDDING

\$75.00
\$75.00 Subtotal for Dept. Human Resources

5622 SHREDDING

\$75.00
\$75.00 Subtotal for Dept. Police
\$180.00 Subtotal for Vendor

POWER EQUIPMENT CORP.

C307040461 GRINDER BELT

\$1,368.74
\$1,368.74 Subtotal for Dept. Balefill
\$1,368.74 Subtotal for Vendor

PRAHL, LINDSAY

0020683799 DEPOSIT/CREDIT REFUND

\$52.42
\$52.42 Subtotal for Dept. Water
\$52.42 Subtotal for Vendor

PROFORCE LAW ENFORCEMENT

183080 WEAPONS

\$3,292.24

183076 WEAPONS

\$4,703.20

\$7,995.44 Subtotal for Dept. Police Dept

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$7,995.44 Subtotal for Vendor

PUBLIC ENGINES

18485 TIPSOFT CRIME REPORTS

\$9,471.00

\$9,471.00 Subtotal for Dept. Communications Center

\$9,471.00 Subtotal for Vendor

PUBLIC RISK MANAGEMENT ASSOC.

RIN0022506 MEMBERSHIP

\$385.00

\$385.00 Subtotal for Dept. Property & Liability Insurance

\$385.00 Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/104569 PSCC MONTHLY USER FEES

\$720.52

\$720.52 Subtotal for Dept. Metro Animal

1276/104570 PSCC MONTHLY USER FEES

\$560.40

\$560.40 Subtotal for Dept. Water

\$1,280.92 Subtotal for Vendor

PURCHASE ADVANTAGE CARD

RIN0022535 SUPPLIES CITY FEST

\$11.91

\$11.91 Subtotal for Dept. Garage

RIN0022535 SUPPLIES CITY FEST

\$11.91

\$11.91 Subtotal for Dept. Streets

\$23.82 Subtotal for Vendor

QED ENVIRONMENTAL SYSTEMS

0000196978 OTHER TESTING SAMPLING

\$807.29

\$807.29 Subtotal for Dept. Balefill

\$807.29 Subtotal for Vendor

QQUEST SOFTWARE SYSTEMS

0000158874 TIMEFORCE SETUP & EQUIPMENT

\$18,517.88

\$18,517.88 Subtotal for Dept. Capital Projects

\$18,517.88 Subtotal for Vendor

QUALITY OFFICE SOLUTIONS

0047845-001 OFFICE SUPPLIES

\$50.95

\$50.95 Subtotal for Dept. Code Enforcement

0047758-001 OFFICE SUPPLIES

\$22.76

\$22.76 Subtotal for Dept. Communications Center

0048013-001 OFFICE SUPPLIES

\$42.75

0047934-002 DESK WKLYMTHLY ASST

\$14.99

0047934-001 OFFICE SUPPLIES

\$109.13

0047934-001 OFFICE SUPPLIES

\$113.43

0047934-001 OFFICE SUPPLIES

\$36.67

\$316.97 Subtotal for Dept. Finance

0047955-001 OFFICE SUPPLIES

\$69.74

0047844-001 OFFICE SUPPLIES

\$17.06

0047745-002 OFFICE SUPPLIES

\$56.99

0047800-001 OFFICE SUPPLIES

\$62.28

0047993-001 OFFICE SUPPLIES

\$25.97

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

0047902-001 OFFICE SUPPLIES	\$174.36
0047736-002 OFFICE SUPPLIES	\$16.98
0047866-001 OFFICE SUPPLIES	\$91.74

\$515.12 Subtotal for Dept. Police
\$905.80 Subtotal for Vendor

R&R REST STOPS

24846 SPECIAL REQUEST DUMPING	\$520.00
24925 PORTABLES	\$123.44
24924 PORTABLES	\$123.44

\$766.88 Subtotal for Dept. Parks
\$766.88 Subtotal for Vendor

RESPOND FIRST AID, LLC.

133376 FIRST AID KIT SUPPLIES	\$118.86
133331 FIRST AID KIT SUPPLIES	\$190.16
133349 REFILL FIRST AID KITS	\$79.91

\$118.86 Subtotal for Dept. Metro Animal
\$190.16 Subtotal for Dept. Police
\$79.91 Subtotal for Dept. Waste Water
\$388.93 Subtotal for Vendor

RICOH USA PROGRAM PROVIDED BY GE CAPITAL

90779792 COPIER	\$749.00
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\$749.00 Subtotal for Dept. Casper Events Center
\$749.00 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016709231304 ELECTRICITY	\$2,728.47
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\$2,728.47 Subtotal for Dept. Balefill

AP00016809231304 ELECTRICITY	\$144.49
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\$144.49 Subtotal for Dept. Buildings And Grounds

AP00015309231304 ELECTRICITY	\$10,715.60
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\$10,715.60 Subtotal for Dept. Casper Events Center

AP00016109231304 ELECTRICITY	\$6,807.98
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\$6,807.98 Subtotal for Dept. Parks

RIN0022528 ELECTRICITY	\$31.69
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\$31.69 Subtotal for Dept. Planning

AP00016509231304 ELECTRICITY	\$37,072.93
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\$37,072.93 Subtotal for Dept. Water

\$57,501.16 Subtotal for Vendor

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

ROCKY MTN. FIRE SYSTEMS, INC.

6679 TROUBLESHOOT FIRE ALARM

\$165.18

\$165.18 Subtotal for Dept. Buildings And Grounds

\$165.18 Subtotal for Vendor

ROOTER SEWER SERVICE INC

24638 OTHER CONTRACTUAL PORTAPOTTY

\$126.79

\$126.79 Subtotal for Dept. Balefill

24892 PORTABLES

\$168.00

\$168.00 Subtotal for Dept. Owner Occupied Gen Rehab

\$294.79 Subtotal for Vendor

ROTARY CLUB OF CASPER

1362 ASSOCIATION DUES

\$207.00

\$207.00 Subtotal for Dept. City Manager

\$207.00 Subtotal for Vendor

ROUTESMART TECH.

M-7251307- ROUTE SMART ANNUAL FEE

Revised

\$6,000.00

\$6,000.00 Subtotal for Dept. Refuse Collection

\$6,000.00 Subtotal for Vendor

SAM'S CLUB

4305 OPS SUPPLIES- SCALEHOUSE

\$103.98

\$103.98 Subtotal for Dept. Balefill

6641 STATION SUPPLIES

\$858.00

\$858.00 Subtotal for Dept. Fire

6464 CLEANING PRODUCTS

\$116.38

3664 BATTERIES; CLEANING; COFFEE

\$474.24

\$590.62 Subtotal for Dept. Police

\$1,552.60 Subtotal for Vendor

SCHERER BROTHERS CONSTRUCTION INC.

82713 SAND

\$3,828.00

\$3,828.00 Subtotal for Dept. Water

\$3,828.00 Subtotal for Vendor

SHEET METAL SPECIALTIES, INC.

RIN0022361 RETAINAGE PAY OUT CSC AIR CND

\$2,572.50

\$2,572.50 Subtotal for Dept. Capital Projects

\$2,572.50 Subtotal for Vendor

SHERWIN-WILLIAMS CORP.

OE0145274Q3439 PAINT SUPPLIES

\$365.00

\$365.00 Subtotal for Dept. Balefill

5547-2 MISSION SERVE MATERIALS

\$104.05

5504-3 MISSION SERVE MATERIALS

\$43.62

\$147.67 Subtotal for Dept. Owner Occupied Gen Rehab

\$512.67 Subtotal for Vendor

SHUGART, TOM

0020683796 DEPOSIT/CREDIT REFUND

\$47.36

Bills and Claims

18-Sep-13 to 01-Oct-13

City of Casper

\$47.36 Subtotal for Dept. Water
\$47.36 Subtotal for Vendor

SOCIETY FOR HUMAN RESOURCE MGMT.
 9005447715 MEMBERSHIP

\$180.00
\$180.00 Subtotal for Dept. Property & Liability Insurance
\$180.00 Subtotal for Vendor

SOURCE GAS DIST. LLC

207408029315 NATURAL GAS
 207408029315 NATURAL GAS

\$1,480.93
 \$296.47
 \$1,658.30
 \$80.43
 \$2,930.23
 \$70.23
\$6,516.59 Subtotal for Dept. Aquatics

207408029315 NATURAL GAS
 207408029315 NATURAL GAS
 207408029315 NATURAL GAS
 207408029315 NATURAL GAS

\$20.08
 \$26.45
 \$98.98
 \$70.59
\$216.10 Subtotal for Dept. Balefill

207408029315 NATURAL GAS

\$343.93
\$343.93 Subtotal for Dept. Casper Events Center

207408029315 NATURAL GAS
 207408029315 NATURAL GAS

\$15.00
 \$18.82
\$33.82 Subtotal for Dept. Cemetery

207408029315 NATURAL GAS
 207408029315 NATURAL GAS

\$727.07
 \$34.65
 \$58.92
 \$15.00
 \$70.59
 \$15.00
\$921.23 Subtotal for Dept. City Hall

207408029315 NATURAL GAS
 207408029315 NATURAL GAS
 207408029315 NATURAL GAS
 207408029315 NATURAL GAS
 207408029315 NATURAL GAS

\$27.09
 \$120.79
 \$21.99
 \$90.54
 \$46.16
\$306.57 Subtotal for Dept. Fire

207408029315 NATURAL GAS

\$17.45
\$17.45 Subtotal for Dept. Fort Caspar

207408029315 NATURAL GAS

\$330.26
\$330.26 Subtotal for Dept. Garage

207408029315 NATURAL GAS

\$26.45
\$26.45 Subtotal for Dept. Golf Course

207408029315 NATURAL GAS

\$306.36
\$306.36 Subtotal for Dept. Ice Arena

207408029315 NATURAL GAS

\$83.90
\$83.90 Subtotal for Dept. Metro Animal

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

207408029315 NATURAL GAS	\$18.18	
207408029315 NATURAL GAS	\$16.92	
207408029315 NATURAL GAS	\$35.38	
	\$70.48	Subtotal for Dept. Parks
207408029315 NATURAL GAS	\$166.12	
	\$166.12	Subtotal for Dept. Recreation
207408029315 NATURAL GAS	\$18.18	
	\$18.18	Subtotal for Dept. Sewer
207408029315 NATURAL GAS	\$16.28	
207408029315 NATURAL GAS	\$590.15	
	\$606.43	Subtotal for Dept. Waste Water
207408029315 NATURAL GAS	\$15.00	
207408029315 NATURAL GAS	\$15.00	
207408029315 NATURAL GAS	\$74.84	
207408029315 NATURAL GAS	\$15.00	
	\$164.84	Subtotal for Dept. Water
	\$10,128.71	Subtotal for Vendor

SPECIAL OLYMPICS WYOMING

RIN0022601 REFUND	\$75.00	
	\$75.00	Subtotal for Dept. General Fund Revenue
	\$75.00	Subtotal for Vendor

STAPLES CORPORATE ACCOUNTS

15888 MEMOREX PRINT	\$20.19	
	\$20.19	Subtotal for Dept. Sewer
	\$20.19	Subtotal for Vendor

STAR LINE FEEDS

222853 ANIMAL FOOD	\$581.10	
	\$581.10	Subtotal for Dept. Metro Animal
	\$581.10	Subtotal for Vendor

STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

RIN0022508 WYPDES PERMIT	\$500.00	
	\$500.00	Subtotal for Dept. Balefill
RIN0022508 WYPDES PERMIT	\$500.00	
	\$500.00	Subtotal for Dept. Garage
RIN0022508 WYPDES PERMIT	\$100.00	
	\$100.00	Subtotal for Dept. Streets
RIN0022508 WYPDES PERMIT	\$500.00	
	\$500.00	Subtotal for Dept. Waste Water
2013-0158 ASSOC. DUES	\$200.00	
	\$200.00	Subtotal for Dept. Water Treatment Plant
	\$1,800.00	Subtotal for Vendor

STEPHANIE HAID

RIN0022598 REFUND	\$1,800.00	
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Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

	\$1,800.00	Subtotal for Dept.	Water
	\$1,800.00	Subtotal for Vendor	
STEVE FREEL			
RIN0022596 TRAVEL EXPENSES	\$784.00		
	\$784.00	Subtotal for Dept.	Police
	\$784.00	Subtotal for Vendor	
STEVEN NUNN			
RIN0022541 TRAVEL EXPENSES	\$284.00		
	\$284.00	Subtotal for Dept.	Police
	\$284.00	Subtotal for Vendor	
SUTHERLAND'S CORP.			
110105 TAPES	\$28.76		
108274 BRUSH, MINWAX	\$13.76		
01-002611 SUMP PUMP	\$149.99		
108238 LUMBER & CLEAR SPRAY	\$57.59		
	\$250.10	Subtotal for Dept.	Water
110210 SHELF FOR DECANT	\$14.63		
	\$14.63	Subtotal for Dept.	Water Treatment Plant
	\$264.73	Subtotal for Vendor	
SYSCO FOOD SVCS. CORP.			
309050817 BLEACH, DETERGENT, RINSE AID	\$68.16		
309050817 FRANKS, LETTUCE	\$348.13		
308190526 CONCESSION SUPPLIES	\$152.48		
1412741PU RETURN MILK, ORANGE JUICE	(\$179.93)		
1411298PU RETURN MEATBALLS, CHICKEN WING	(\$230.85)		
309050818 MILK, MEATBALLS, EGGROLLS, SAU	\$465.32		
	\$623.31	Subtotal for Dept.	Casper Events Center
	\$623.31	Subtotal for Vendor	
TETON STEEL CO.			
J33922 STEEL	\$650.00		
165600 MAXCURE WAX	\$100.00		
	\$750.00	Subtotal for Dept.	Streets
	\$750.00	Subtotal for Vendor	
TETRA TECH INC.			
50710928 AEROBIC SPORE TESTING	\$835.00		
	\$835.00	Subtotal for Dept.	Water Treatment Plant
	\$835.00	Subtotal for Vendor	
THE HOME DEPOT			
2145461 SOD FOR LANSING FIELD	\$478.80		
3023031 MISC SUPPLIES	\$11.24		
	\$490.04	Subtotal for Dept.	Parks
1020115 FENCING - RIVER REVIVAL	\$976.15		
9014323 TAPE MEASURE, PLIERS, RATCHET	\$98.33		
4033755 FENCING, PLIERS, TAPE MEASURE	\$511.61		
	\$1,586.09	Subtotal for Dept.	Refuse Collection

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

9014251 WD40, RESPIRATOR

\$29.91

\$29.91 Subtotal for Dept. Traffic

9014323 TAPE MEASURE, PLIERS, RATCHET

\$27.92

\$27.92 Subtotal for Dept. Weed And Pest

\$2,133.96 Subtotal for Vendor

TIMOTHY RAIL

RIN0022542 TRAVEL EXPENSES

\$163.00

\$163.00 Subtotal for Dept. Water

\$163.00 Subtotal for Vendor

TOP OFFICE PRODUCTS

133884 COPY CHARGES

\$35.73

\$35.73 Subtotal for Dept. Garage

133884 COPY CHARGES

\$76.92

\$76.92 Subtotal for Dept. Refuse Collection

\$112.65 Subtotal for Vendor

TOWNSQUARE MEDIA

62973 RADIO ADVERTISING

\$303.00

\$303.00 Subtotal for Dept. Ice Arena

62973 RADIO ADVERTISING

\$303.00

\$303.00 Subtotal for Dept. Recreation

63099 PUBLIC OUTREACH & EDUCATION RA

\$300.00

63098 PUBLIC OUTREACH & EDUCATION RA

\$30.00

63097 PUBLIC OUTREACH & EDUCATION RA

\$403.00

\$733.00 Subtotal for Dept. Streets

\$1,339.00 Subtotal for Vendor

TRAFFIC PARTS, INC.

374360 BOLTS, BASE

\$180.20

374302 SOFTWARE KIT

\$166.50

374293 VISORS

\$990.00

\$1,336.70 Subtotal for Dept. Traffic

\$1,336.70 Subtotal for Vendor

TRAVIS GAINES

RIN0022481 WORK BOOTS/CLOTHING ALLOWANCE

\$73.80

\$73.80 Subtotal for Dept. Balefill

\$73.80 Subtotal for Vendor

UNDERWRITER'S LABORATORIES, INC.

710151193871 AERIAL TRUCK INSPECTION

\$975.00

\$975.00 Subtotal for Dept. Fire

\$975.00 Subtotal for Vendor

UNION TELEPHONE COMPANY INC.

RIN0022547 URC RESERVOIR SCADA

\$139.56

\$139.56 Subtotal for Dept. Water

\$139.56 Subtotal for Vendor

UNITED PARCEL SVC.

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

0000F44F14373 SHIPPING

00008F045W353 MONTHLY TESTING

\$12.93

\$12.93 Subtotal for Dept. Police

\$119.82

\$119.82 Subtotal for Dept. Water Treatment Plant

\$132.75 Subtotal for Vendor

UNITED STATES WELDING, INC.

6215316 LIN-ED033679

6217991 OXYGEN

6214978 OXYGEN

\$17.70

\$17.70 Subtotal for Dept. Parks

\$2,955.59

\$2,697.73

\$5,653.32 Subtotal for Dept. Water Treatment Plant

\$5,671.02 Subtotal for Vendor

UNITED WAY OF NATRONA COUNTY

RIN0022593 UNITED WAY CASH DONATION

\$508.00

\$508.00 Subtotal for Dept. General Fund

\$508.00 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

000149816 PRE HIRE TESTING

000150915 MEDICAL TESTING

\$45.00

\$45.00 Subtotal for Dept. Communications Center

\$360.00

\$360.00 Subtotal for Dept. Police

\$405.00 Subtotal for Vendor

UTILITY BILL SOLUTIONS GROUP

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. Aquatics

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. Balefill

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. Buildings And Grounds

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. Casper Events Center

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. Cemetery

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. City Attorney

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. City Hall

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. City Manager

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. Code Enforcement

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. Communications Center

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. Council

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Engineering
2798 UTILITY CONSULTING SERVICES	\$133.00		
	\$133.00	Subtotal for Dept.	Finance
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Fire
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Fort Caspar
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Garage
2798 UTILITY CONSULTING SERVICES	\$279.29		
2798 UTILITY CONSULTING SERVICES	\$185.10		
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$497.64	Subtotal for Dept.	Golf Course
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Hogadon
2798 UTILITY CONSULTING SERVICES	\$33.25		
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$66.50	Subtotal for Dept.	Human Resources
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Ice Arena
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Information Services
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Metro Animal
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Municipal Court
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Parks
2798 UTILITY CONSULTING SERVICES	\$33.25		
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$66.50	Subtotal for Dept.	Planning
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Police
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Property & Liability Insurance
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Recreation
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Refuse Collection
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Sewer
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Streets
2798 UTILITY CONSULTING SERVICES	\$33.25		
	\$33.25	Subtotal for Dept.	Traffic
2798 UTILITY CONSULTING SERVICES	\$24.95		

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

2798 UTILITY CONSULTING SERVICES

\$33.25

\$58.20 Subtotal for Dept. Waste Water

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. Water

2798 UTILITY CONSULTING SERVICES

\$33.25

\$33.25 Subtotal for Dept. Water Treatment Plant

\$1,819.34 Subtotal for Vendor

VAN DIEST SUPPLY CO.

76284 T ZONE HERBICIDE

\$1,080.75

79169 MILESTONE

\$749.33

79168 CB BASE, HI-LIGHT

\$637.40

\$2,467.48 Subtotal for Dept. Weed And Pest

\$2,467.48 Subtotal for Vendor

VERIZON WIRELESS

9710842611 WIRELESS SERVICE

\$46.05

\$46.05 Subtotal for Dept. Code Enforcement

9710781017 WIRELESS SERVICE

\$88.54

\$88.54 Subtotal for Dept. Communications Center

9710842611 WIRELESS SERVICE

\$30.00

\$30.00 Subtotal for Dept. Council

9710842611 WIRELESS SERVICE

\$48.84

\$48.84 Subtotal for Dept. Engineering

9711040454 WIRELESS SERVICE

\$40.01

9710842611 WIRELESS SERVICE

\$23.03

\$63.04 Subtotal for Dept. Garage

9710842611 WIRELESS SERVICE

\$23.03

\$23.03 Subtotal for Dept. Hogadon

9710781017 WIRELESS SERVICE

\$179.15

\$179.15 Subtotal for Dept. Metro Animal

9710781018 WIRELESS SERVICE

\$2,197.08

9710781017 WIRELESS SERVICE

\$152.00

\$2,349.08 Subtotal for Dept. Police

9710842611 WIRELESS SERVICE

\$23.03

\$23.03 Subtotal for Dept. Sewer

9710842611 WIRELESS SERVICE

\$23.03

\$23.03 Subtotal for Dept. Traffic

9710842611 WIRELESS SERVICE

\$46.05

\$46.05 Subtotal for Dept. Waste Water

9710842611 WIRELESS SERVICE

\$46.05

\$46.05 Subtotal for Dept. Water

9710842611 WIRELESS SERVICE

\$23.03

\$23.03 Subtotal for Dept. Water Treatment Plant

\$2,988.92 Subtotal for Vendor

VISION SVC. PLAN

RIN0022530 VISION-RETIREES

\$991.12

RIN0022529 VISION-COBRA-SEPTEMBER

\$57.16

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$1,048.28 Subtotal for Dept. Health Insurance
\$1,048.28 Subtotal for Vendor

VOLVO CONSTRUCTION EQUIP. RENTS, INC.

360370-0001 PULSAR UNLOADER \$133.36
334227-0001 MOBILE POWER WASHER \$5,745.32
370084-0001 GRAFFITI ABATEMENT \$97.25
329479-0001 OTHER SUPPLIES \$50.00

\$6,025.93 Subtotal for Dept. Balefill

375408-0001 PLATES & RINGS \$42.07
239436-0001 AIR FILTER \$58.74
192699-0001 2-CYCLE OIL \$113.18

\$213.99 Subtotal for Dept. Water

355490-0001 MAGNUM CHAIN SAW \$1,008.00

\$1,008.00 Subtotal for Dept. Weed And Pest

\$7,247.92 Subtotal for Vendor

WARDROBE CLEANERS, INC.

90917 DRY CLEANING \$15.05
92382 DRY CLEANING \$15.40
92017 DRY CLEANING \$12.30
70018 DRY CLEANING \$15.05
89173 DRY CLEANING \$12.30

\$70.10 Subtotal for Dept. Fire

89289 DRY CLEANING \$37.20

\$37.20 Subtotal for Dept. Metro Animal

89556 DRY CLEANING \$18.60
88335 DRY CLEANING \$13.75
90672 DRY CLEANING \$27.90

\$60.25 Subtotal for Dept. Police

\$167.55 Subtotal for Vendor

WASTE WATER TREATMENT

1337/104558 SUMP WASTE \$250.00

\$250.00 Subtotal for Dept. Balefill

\$250.00 Subtotal for Vendor

WATERWORKS INDUSTRIES, INC.

123312-00 ACTI FLO PART \$9.00
123455-00 CHLORINE TABS FOR WARDWELL \$107.50

\$116.50 Subtotal for Dept. Water Treatment Plant

\$116.50 Subtotal for Vendor

WEAR PARTS, INC.

300539 FASTENERS \$497.39

\$497.39 Subtotal for Dept. Traffic

\$497.39 Subtotal for Vendor

WERCS COMMUNICATIONS

5254152033-13 WIRELESS ACCESS FOR FLEET \$1,015.00

\$1,015.00 Subtotal for Dept. Police

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

\$1,015.00 Subtotal for Vendor

WESLEY BEER

RIN0022513 BOOT REIMBURSEMENT

\$61.13

\$61.13 Subtotal for Dept. Streets

\$61.13 Subtotal for Vendor

WEST GROUP

828011892 BOOKS

\$16.50

\$16.50 Subtotal for Dept. City Attorney

\$16.50 Subtotal for Vendor

WHELEN ENGINEERING CO. INC.

459784 LIGHTS E3

\$65.40

\$65.40 Subtotal for Dept. Fire

\$65.40 Subtotal for Vendor

WILLIAM CHAMBERS

RIN0022599 TRAVEL EXPENSES

\$194.71

\$194.71 Subtotal for Dept. City Attorney

\$194.71 Subtotal for Vendor

WIRELESS ADVANCED COMMUNICATIONS, INC.

I2192853 BATTERIES

\$2,704.00

\$2,704.00 Subtotal for Dept. Fire

\$2,704.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000059721 W YELLOWSTONE FY13

\$27,639.49

\$27,639.49 Subtotal for Dept. Capital Projects

0000060923 BRYAN STOCK TRAIL BRIDGE

\$449.95

\$449.95 Subtotal for Dept. Streets

\$28,089.44 Subtotal for Vendor

WY. MEDICAL CENTER

1322100207 SEX ASSAULT INV 13-056319

\$210.90

\$210.90 Subtotal for Dept. Police

\$210.90 Subtotal for Vendor

WY. PLANT CO. LLC.

193503077 FLOWERS FOR OYD PLANTERS

\$232.00

\$232.00 Subtotal for Dept. Parks

\$232.00 Subtotal for Vendor

WY. STEEL & RECYCLING IRON & METALS, INC.

118629 STEEL BAR

\$6.00

\$6.00 Subtotal for Dept. Streets

\$6.00 Subtotal for Vendor

WYOMING MEDICAL CENTER

1324500116 INVESTIGATION 13-062790

\$430.90

\$430.90 Subtotal for Dept. Police

\$430.90 Subtotal for Vendor

Bills and Claims

City of Casper

18-Sep-13 to 01-Oct-13

ZACK WINTER

1420/0004 CLOTHING REIMBURSEMENT

\$279.20

\$279.20 Subtotal for Dept. Police

\$279.20 Subtotal for Vendor

Grand Total

\$1,386,340.00

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 10/01/13

Payroll Disbursements

9/11/13	Exceptions Payroll	\$	1,110.95
9/11/13	Benefits & Deductions	\$	130.95
9/10/13	Exceptions Payroll	\$	499.09
9/10/13	Benefits & Deductions	\$	59.25
9/25/13	Fire Payroll	\$	168,984.88
09/25/13	Benefits & Deductions	\$	29,826.08
09/26/13	Regular Payroll	\$	1,156,432.57
09/26/13	Benefits & Deductions	\$	149,812.02

Total Payroll	<u><u>\$ 1,506,855.79</u></u>
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Additional Fees

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

Total Additional AP	<u><u>\$ -</u></u>
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September 23, 2013

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Issuance of Restaurant Liquor License

Recommendation:

That Council, by minute action, authorize the issuance of a Restaurant Liquor License to Charles Tyrrel, d.b.a. Charlie T's Pizzeria, located at 112 E 2nd Street.

Summary:

An application has been received for a Restaurant Liquor License, to Charles Tyrrel, LLC, d.b.a. Charlie T's Pizzeria, located at 112 E 2nd Street.

The conditions for holding a restaurant liquor license are:

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

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

September 25, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a zone change of Lots 22-23, Block 7, East Burlington Addition, from C-2 (General Business) to M-1 (Limited Industrial); and a vacation and replat of Lots 22-27, Block 7, East Burlington Addition creating the Colonial House Addition, located at 1914 East Yellowstone Highway.

Recommendation:

That Council, by ordinance, approve a zone change of Lots 22-23, Block 7, East Burlington Addition, from C-2 (General Business) to M-1 (Limited Industrial); and a vacation and replat of Lots 22-27, Block 7, East Burlington Addition creating the Colonial House Addition.

Summary:

The applicants in this case have applied for a replat and a zone change involving Lots 22-27, Block 7, East Burlington Addition, to create the Colonial House Addition, located at 1914 East Yellowstone Highway. The replat encompasses approximately 0.5-acres, and is reconfiguring six (6) existing lots into two (2) new lots. Proposed Lot 2 is the current location of the existing structures associated with the former Colonial House Motel and the purpose of the replat is to facilitate the sale of that property for use as an auto repair facility.

As a result of the reconfiguration of the lots in the subject area, a zone change is necessary to ensure that the zoning district boundaries conform to the new lot lines. Currently Lots 22 and 23, Block 7, East Burlington Addition are zoned C-2 (General Business) district and Lots 24-27 are zoned M-1 (Limited Industrial) district. Mixed zoning on the same lot is not permissible; therefore, the applicants have also requested a zone change of Lots 22 and 23 from C-2 (General Business) to M-1 (Limited Industrial).

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

review zoning applications in context with the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission based on whether the zoning proposal conforms to the Plan.

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City's policy regarding future zoning and land use patterns. It also provides assurance and direction to property owners and the private development sector with respect to the desired development activity of specific areas. In this case, the Future Land Use Plan element of the 2000 Casper Area Comprehensive Land Use Plan identifies this area to be appropriately developed as "light industrial." The Comprehensive Land Use Plan states that areas shown in the plan as industrial are typically comprised of a variety of businesses that may require on-site storage of materials, larger lot sizes and structures for operations, and direct access to trucking routes. The proposed M-1 (Limited Industrial) zoning of the subject property is in keeping with the approved long-range plan for the development of the area.

The proposed M-1 (Limited Industrial) zoning district allows for the development of any and all of the following permitted uses:

1. Animal shelters, treatment centers, animal clinics, and animal boarding centers;
2. Assembly of devices or instruments, or packaging of products from previously prepared materials;
3. **Automobile and vehicular sales and/or repair;**
4. Automobile and vehicular service stations and public garages;
5. Automobile wrecker services;
6. Bed and breakfast;
7. Bed and breakfast homestay;
8. Bed and breakfast inn;
9. Bottling factories or plants;
10. Builders' supply yards;
11. Bulk plants with underground/above ground storage;
12. Commercial processing dairies and creameries, including depots (excluding dairy farms);
13. Commercial greenhouses and nurseries;
14. Commercial kennels;
15. Commercial laundries;
16. Convenience establishments;
17. Day-care, adult;
18. Child care center;
19. Family child care center - zoning review;
20. Experimental or testing laboratories and research facilities;
21. Fabrication plants (steel or wood);
22. Farm implement sales and services;
23. Frozen food lockers;

24. Grocery stores;
25. Manufactured home (mobile) sales and service;
26. Manufacturing, assembly, or packing of products from previously prepared materials;
27. Manufacturing of devices or instruments;
28. Manufacturing and processing of food or food products;
29. Motels and hotels;
30. Offices, general and professional;
31. Open sales lots;
32. Pet supplies;
33. Parks, playgrounds, historical sites, and other similar recreational facilities;
34. Pawnshops;
35. Personal service shops;
36. Plumbing, welding, electrical supply, and service shops;
37. Printing and newspaper houses;
38. Public utilities and public service installations, including repair and storage facilities;
39. Recycling businesses;
40. Restaurant, cafes, and coffee shops;
41. Retail businesses;
42. Transportation depots;
43. Veterinary clinics with boarding outside pens;
44. Warehouses, including both indoor and outdoor storage;
45. Sexually oriented businesses, pursuant to all regulations set forth in Section 9.24.110 of the municipal code;
46. Neighborhood assembly uses;
47. Regional assembly uses;
48. Custodial care facility;
49. Branch community facilities;
50. Neighborhood grocery;
51. Church.

The Planning and Zoning Commission approved the requested replat and zone change at their public hearing on August 27, 2013, and is forwarding a “do-pass” recommendation to the City Council. There were no comments either for or against the requested zone change. An Ordinance and Subdivision Agreement have been prepared for Council’s consideration.

**COLONIAL HOUSE ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 11th day of September, 2013 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. Rosalie Spurlin and Angelee Lewallen, 1914 East Yellowstone Highway, Casper, WY 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 rezone Lots 22-23, Block 7, East Burlington Addition and replat Lots 22-27, Block 7, East Burlington Addition to create the Colonial House Addition.
- C. A plat of Colonial House 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 inches in diameter and not less than twenty-four 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 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, Owner will install, at its cost, sidewalk, curb and gutter (to City specifications), along the street frontage(s) of the property.
- b. Owner shall properly abandon, at the main, all unused water service lines (to City specifications).

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:

Rosalie Spurlin
 Angelee Lewallen
 1914 East Yellowstone Hwy
 Casper, WY 82601

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

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

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

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

APPROVED AS TO FORM:

Walter Trout

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Kenyne Schlager
Mayor

WITNESS:

By: Christopher D. Bradfield

Printed Name: Chris Bradfield

Title: Broker

OWNER
Rosalie Spurlin

By: Rosalie Spurlin

Printed Name: Rosalie Spurlin

Title: Executor

WITNESS:

By: Christopher D. Bradfield

Printed Name: Chris Bradfield

Title: Broker

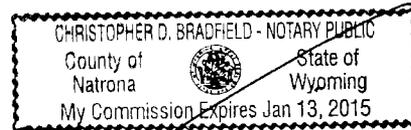
OWNER
Angelee Lewallen

By: Angelee Lewallen

Printed Name: Angelee Lewallen

Title: Executor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)



This instrument was acknowledged before me on this 11th day of September, 2013 by Kenyne Schlager as the Mayor of the City of Casper.

(Seal, if any)

Christopher D. Bradfield
(Signature of notarial officer)

Broker
Title (and Rank)

[My Commission Expires: 1/13/15]

WITNESS:

OWNER
Rosalie Spurlin

By: _____

By: _____

Printed Name: _____

Printed Name: Rosalie Spurlin

Title: _____

Title: _____

WITNESS:

OWNER
Angelee Lewallen

By: _____

By: _____

Printed Name: _____

Printed Name: Angelee Lewallen

Title: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2013 by Kenyne Schlager as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 11th day of September, 2013 by Rosalie Spurlin as the Executor of Colonial House Addition.

(Seal, if any) 

Christopher D. Bradfield
(Signature of notarial officer)

Broker
Title (and Rank)

[My Commission Expires: 1/13/15]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 11th day of September, 2013 by Angelee Lewallen as the Executor of Colonial House Addition.

(Seal, if any) 

Christopher D. Bradfield
(Signature of notarial officer)

Broker
Title (and Rank)

[My Commission Expires: 1/13/15]

ORDINANCE NO. 28-13

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE INVOLVING LOTS 22-27, BLOCK 7 OF THE EAST BURLINGTON ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to rezone Lots 22-23, Block 7, East Burlington Addition from zoning classification C-2 (Central Business) to M-1 (Limited Industrial); and,

WHEREAS an application has been made to replat Lots 22-27, Block 7, East Burlington Addition as the Colonial House Addition Subdivision of the City of Casper, Wyoming; and,

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

WHEREAS, this replatting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing held August 27, 2013, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change, replat and the associated subdivision agreement should be approved.

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

SECTION 1:

Lots 22-23, Block 7, East Burlington Addition are hereby rezoned from C-2 (General Business) to M-1 (Limited Industrial).

SECTION 2:

The replat creating the Colonial House Addition, and the associated subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

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

PASSED on 1st reading the ____ day of _____, 2013.

PASSED on 2nd reading the ____ day of _____, 2013.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 25, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Appeal of decision of Planning and Zoning Commission to deny site plan approval for the construction of a one story, 10,750 square foot building addition to the College Heights Baptist Church Community Center (former Garfield School), located at 1927 South Walnut Street.

Recommendation:

That Council consider an appeal of the decision of the Planning and Zoning Commission to deny site plan approval for the construction of a one story, 10,750 square foot building addition to the College Heights Baptist Church Community Center (former Garfield School), located at 1927 South Walnut Street.

Summary:

The College Heights Baptist Church has applied for site plan approval for the construction of a one story, 10,750 square foot building addition to the College Heights Baptist Church Community Center (former Garfield School), located at 1927 South Walnut Street. The subject property is zoned R-2 (One Unit Residential) and a church is listed as a permitted use. Uses in the surrounding area are single-family residential to the north and west, and Casper College property to the south and east. The Planning and Zoning Commission is the reviewing authority for all site plans for new buildings and additions with a footprint over 10,000 square feet, when the surrounding lots are zoned for residential uses.

In 2011, the Planning and Zoning Commission and the City Council approved a text amendment to the Casper Municipal Code to address “assembly uses.” Assembly uses are those uses where facilities are provided for the general public or for membership groups to assemble for civic, educational, political, religious, entertainment, or social purposes. Examples are churches, schools, assembly halls, movie theaters, and auditoriums. While assembly uses of limited scale are a valuable component of a complete neighborhood, larger assembly uses may be unsuitable and out of character in residential areas because of the possibility of significant land use impacts associated with the uses including the volume of traffic, parking, noise, lighting and aesthetics. The text amendment that was approved by the Planning and Zoning Commission and City Council limited “neighborhood assembly uses” to a maximum seating/occupancy of 600 persons, and determined that assembly uses with up to 600 persons are appropriate, and should be permitted in residential areas. If an assembly use accommodates more than 600 persons,

it is only permitted in commercial/industrial areas. Although the College Heights Baptist Church currently meets three times on Sunday mornings, the intent is to move to a single service when the addition is completed. The addition is being designed to accommodate between 550 and 600 persons.

A traffic study was completed for the project, the result of which was a finding that the existing street network in the area is adequately designed to carry the traffic from the church, is operating at a "Level of Service A," and will continue to do so. There were no traffic mitigation measures recommended by the study. The site plan is showing a total of 148 off-street parking spaces on the site, which exceeds the City's minimum requirement of 144 spaces. Access to the parking will be via a driveway located east of the intersection of South Walnut and West 21st Streets. Landscaping accounts for approximately 114,000 square feet, or forty (40) percent of the site, exceeding the City's minimum requirements. In that all minimum requirements of the Casper Municipal Code have been met, staff recommended in favor of the approval of the site plan.

The Planning and Zoning Commission denied the site plan at a public hearing held on August 27, 2013. Concerns were raised by several neighbors about potential traffic and parking issues in the neighborhood if the church were to be allowed to expand, and about the interpretation of how the occupancy of the facility is calculated given the 600-person limitation for assembly uses in residential areas. Section 17.12.150(H)(1) of the Casper Municipal Code allows the applicant to appeal the decision to the City Council within ten (10) business days. The City received a request from the applicant to appeal the decision dated September 3, 2013, within the statutory ten-day appeal period.

1927 SOUTH WALNUT STREET





SEP - 3 2013

College Heights

BAPTIST CHURCH 1927 S. Walnut, Casper, WY 82601

collegeheightschurch.org

September 03, 2013

Caran Smith
Office
chbcaran@bresnan.net
307-224-4104 Ex 720

Mike Cooper
Pastor
chbpastor@gmail.com
307-224-4104 Ex 721

Jason Smith
Associate Pastor
chbjason@gmail.com
307-224-4104 Ex 722

Brian Scott
Missions Pastor
chbmissions@gmail.com
307-224-4104 Ex 723
Cell phone:
307-797-3300

Rick Kull
Administrator
ricknstarla@gmail.com
307-224-4104 Ex 724

On August 27th, 2013 at 06:00 PM, the Planning and Zoning Commission met to review the Site Plan Application from College Heights Baptist Church. All seven members were present with one member recusing themselves from the hearing. This left six members present for the review. After reviewing the case, the Planning and Zoning Commission voted 3-3 on this Site Plan. Four "yes" votes were needed to pass this Site Plan Application.

College Heights Baptist Church hereby appeals this decision by the Planning and Zoning Commission and asks for the City Council to review and pass our Site Plan Application. College Heights Baptist Church believes our Site Plan Application meets and exceeds all requirements laid out by the City of Casper, and has the full support of the City of Casper Planning Staff.

Respectfully,

Isaiah Rodolph ~ Building Project Coordinator



August 23, 2013

MEMO TO: Fred Maguire, Chairman
Members, Planning and Zoning Commission

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

SUBJECT: **PLN-13-061-S** – Site plan review for the construction of a one story, 10,750 square foot building addition to the College Heights Baptist Church Community Center (former Garfield School), on a portion of Lot 1 and all of Lot 2, Block 12, together with Lots 1-16, Block 13, and Lots 1-6, and 19-20, Block 20, Community Park Addition, located at 1927 South Walnut Street. Applicant: College Heights Baptist Church.

Recommendation:

In the absence of information that may be presented during the public hearing, staff recommends that the Planning and Zoning Commission approve the site plan for the construction of a 10,750 square foot building addition to the College Heights Baptist Church Community Center.

Code Compliance:

Staff has complied with all requirements of Section 17.12.150 of the Casper Municipal Code pertaining to site plans, including notification of property owners within three hundred (300) feet by first class mail, posting of the property, and publishing legal notice in the Casper Star Tribune. At the time the staff report was prepared, staff had received one (1) letter in opposition to this case.

Section 17.12.150(D) of the Casper Municipal Code provides the review criteria for the approval of a site plan. Those criteria include whether the site plan is compatible with the goals and policies of many of the City's adopted plans. Other design-related criteria for the approval of a site plan includes the following:

- Promote the efficient use of land by means of a sound arrangement of buildings, safe and functional points of access, well planned parking circulation systems, and adequate sidewalks and pathways for pedestrians.
- Provide for landscaping, and within high density housing complexes, usable open space, such as, but not limited to, bicycle paths, playground areas, courtyards, areas for active recreation, swimming pools, landscaping, gardens, walks, outdoor seating areas, outdoor picnic areas, and similar open space.
- Preserve and utilize where possible, existing landscape features and amenities, and blend such features with the new structures and other improvements.

Summary:

The College Heights Baptist Church has applied for site plan approval for the construction of a one story, 10,750 square foot building addition to the College Heights Baptist Church Community Center (former Garfield School), located at 1927 South Walnut Street. The subject property is zoned R-2 (One Unit Residential) and a church is listed as a permitted use. Uses in the surrounding area are single-family residential to the north and west, and Casper College property to the south and east. The Planning and Zoning Commission is the reviewing authority for all site plans for new buildings and additions with a footprint over 10,000 square feet, when the surrounding lots are zoned for residential uses.

In 2011, the Planning and Zoning Commission and the City Council approved a text amendment to the Casper Municipal Code to address “assembly uses.” Assembly uses are those uses where facilities are provided for the general public or for membership groups to assemble for civic, educational, political, religious, entertainment, or social purposes. Examples are churches, schools, assembly halls, movie theaters, and auditoriums. While assembly uses of limited scale are a valuable component of a complete neighborhood, larger assembly uses may be unsuitable and out of character in residential areas because of the possibility of significant land use impacts associated with the uses including the volume of traffic, parking, noise, lighting and aesthetics. The text amendment that was approved by the Planning and Zoning Commission and City Council limited “neighborhood assembly uses” to a maximum seating/occupancy of 600 persons, and determined that assembly uses with up to 600 persons are appropriate, and should be permitted in residential areas. If an assembly use accommodates more than 600 persons, it is only permitted in commercial/industrial areas. Although the College Heights Baptist Church currently meets three times on Sunday mornings, the intent is to move to a single service when the addition is completed. The addition is being designed to accommodate between 550 and 600 persons.

A traffic study was completed for the project, the result of which was a finding that the existing street network in the area is adequately designed to carry the traffic from the church, is operating at a “Level of Service A,” and will continue to do so. There were no traffic mitigation measures recommended by the study. The site plan is showing a total of 148 off-street parking spaces on the site, which exceeds the City’s minimum requirement of 144 spaces. Access to the parking will be via a driveway located east of the intersection of South Walnut and West 21st Streets. Landscaping accounts for approximately 114,000 square feet, or forty (40) percent of the site, exceeding the City’s minimum requirements. In that all minimum requirements of the Casper Municipal Code have been met, staff is recommending in favor of the site plan.

1927 SOUTH WALNUT STREET

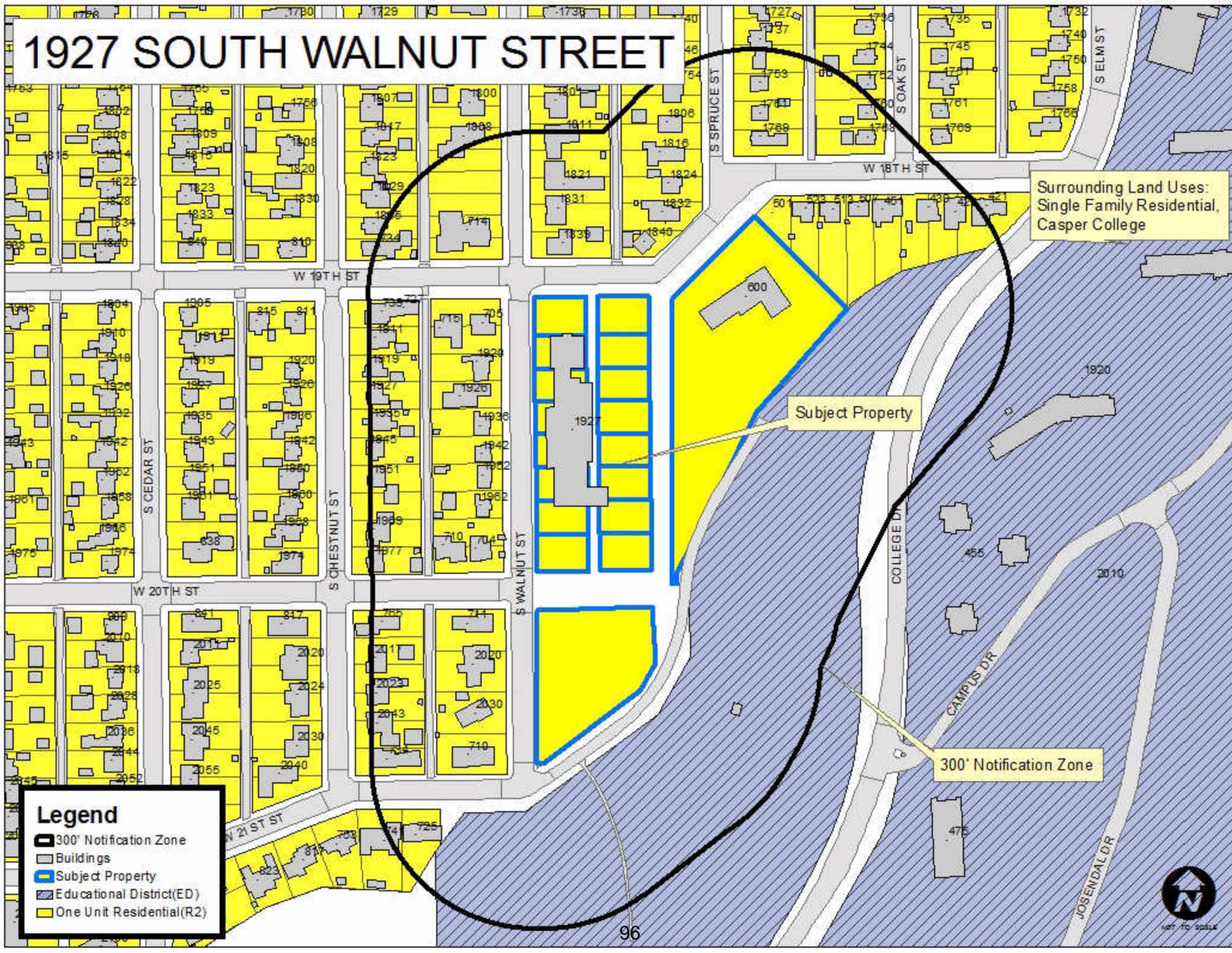


Legend

 Subject Property



1927 SOUTH WALNUT STREET



Surrounding Land Uses:
Single Family Residential,
Casper College

Subject Property

300' Notification Zone

Legend

- 300' Notification Zone
- Buildings
- Subject Property
- Educational District(ED)
- One Unit Residential(R2)





College Heights

BAPTIST CHURCH

1927 S. Walnut, Casper, WY 82601

collegeheightschurch.org

July 10, 2013

Caran Smith
Office
chbcaran@bresnan.net
307-224-4104 Ex 720

Mike Cooper
Pastor
chbpastor@gmail.com
307-224-4104 Ex 721

Jason Smith
Associate Pastor
chbjason@gmail.com
307-224-4104 Ex 722

Brian Scott
Missions Pastor
chbmissions@gmail.com
307-224-4104 Ex 723
Cell phone:
307-797-3300

Rick Kull
Administrator
ricknstarla@gmail.com
307-224-4104 Ex 724

An addition is being constructed to the Community Center, (formerly known as Garfield Elementary School) located at 1927 S Walnut Street. College Heights Baptist Church owns and has been using this facility, along with its existing church facility on this site for religious assembly activities.

The scope of the additional space (10,750 ft²) will encompass a worship center (with platform) that will multi-purpose as a gymnasium. Surrounding this space, a new lobby will be constructed (included in the 10,750 ft²) that will serve as circulation and transition with the existing facility. There will be minor remodel work in the Community Center to accommodate a new restroom core. The final square footage of this structure, after the addition of this space, will be approximately 34,600 ft².

Although College Heights Baptist Church currently meets three times on Sunday mornings at the Community Center for worship (08:00 am, 09:30 am, and 11:15 am), the intent is to move to one service when the additional new space is completed. There will then be one service that meets on Sundays at 10:30 am (ending around 11:45 am) in the new worship space that will be able to seat between 550 and 600 attendees (maximum occupancy of worship space).

College Heights Baptist Church also owns the existing church building on this same property. (This is the original church building, located east of the Community Center.) The intent is to use this building east of the Community Center for Sunday School space and as a small chapel for weddings. Parking will likely not support simultaneous activities at both locations; so the church intends to schedule this site accordingly and not have individual activities occurring at the same time in these two assembly spaces.

The leadership at College Heights Baptist Church recognizes that this site will accommodate 600 or less people at one time, and is committed to scheduling activities such that this limit is not surpassed.

Respectfully,

Rod Rodrick ~ Chairman of the Board of Directors

Nicole Rodolph ~ Board of Directors

Joel Arico ~ Board of Directors

Donna Hall ~ Board of Directors

Wayne Peterson ~ Board of Directors

Mike Cooper ~ Senior Pastor

PUBLIC HEARING COMMENT RE: PLN 13 061-S

As a property owner in the neighborhood, I appreciate the opportunity to comment once again on the changes to the College Hts. Baptist Church/school. My property is on the corner of Spruce St. and 18th/19th and will be directly impacted.

This proposed addition of 11,000 s.f. to the school building is significant and will be located in what is a quiet residential neighborhood. People go home after work to rest and enjoy some quiet time. How many evenings a week will this auditorium host events? I would wager that it will not be used only on Sunday mornings. What attendance is expected? Will traffic be routed how? If the church proposes to provide social services, it is a long way from the Lifesteps Campus where a lot of support is already provided. Will bus service be initiated?

Due to traffic congestion perhaps the church could exchange some property with Casper College and then access the church and school and auditorium from College Drive behind the tennis courts. I feel this addition would be a burden to the neighborhood with its narrow streets and could be a public safety issue. I hope a traffic count has been considered along these routes. Especially, when the college is in session. Look at the congestion the Highland Park Community Church has created at peak times---and they have access to East 2nd Street which is a multi lane street with modern lighting, signage, etc. It still requires a police officer to direct traffic at that location.

I don't feel that the Standard Addition, an older residential neighborhood of narrow and one-way streets can absorb this expansion. And, I don't feel enough information has been provided to neighbors located beyond the 300' radius required for notification. With a proposal of this magnitude, more time should be required so more residents in the area are aware of the impact before it's too late.

Thank you for reviewing my comments.

John O. Mayer

Owner, 1769 S. Spruce St., Casper, WY 307.237.4048

SEP 25 2013

To Whom it May Concern:

I am writing this letter because I will not be able to attend the city council meeting.

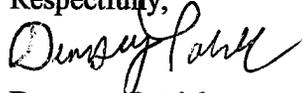
I have many concerns about the church building a giant addition at the old Garfield School. I am currently in a relationship with a lady who lives across the from the school/community center/church.

Let me tell you some of what I have experienced. Major problem is parking. The church has a big parking lot, which patrons are failing to use. Every Sunday morning and every Wednesday evening the street becomes a huge parking lot. Cars are parked from 19th Street all the way down to 21st street. It is impossible for residents to park in front of their own homes. I have experienced vehicles blocking my girlfriends driveway on numerous occasions. Usually I have to back her car out for her and go into the neighbors grass and over the curb to get her vehicle out. This is not good for the vehicle and I'm sure the neighbors are not happy about us driving in their yard. The only other alternative is either go to the school and hunt down the person who is blocking the driveway or calling a tow truck to move the car and sending the bill to the law breaking, rude driver. I have accompanied my girlfriend into the school to find the owners a few times, and each and every time, the driver muttered obscenities that we were asking them to move their vehicle, which they parked illegally. It was difficult for me to hold my tongue because I do not enjoy seeing the woman I love being cussed out for no reason. I told my girlfriend that the next time this happens we will just call a tow truck and not even bother to find the disrespectful person who did it. We have called the police before, but they take too long to show up. So parking is a problem. Also children running around in the streets at night after their AWANA is a problem. They yell and scream and some have thrown rocks at cars. The neighbors should not have to hear screaming children and this is a real safety issue. I have seen cars also parked on the resident side of the street on weekdays, evenings, nights and weekends. The problem isn't limited only to Sundays and Wednesdays. So if there is already a parking problem and the anticipated attendance for the new building is going to increase to over 300, the parking problem will be tripled. I don't understand how a 10,000+ building can be approved to be built if parking is not addressed and certainly will not be adequate.

Another problem is noise. There is loud music, with bass, that plays on Sundays, especially when there is a Spanish band playing. There are sermons being conducted over loud speakers. There are children screaming, there are basketball games with people cheering, and the gymnasium windows are ALWAYS opened. My girlfriend brought this up when the church had their meeting and asked if they can keep the windows closed. Their answer was, "we can't afford air conditioning, it would cost hundreds of thousands of dollars, so sorry, we need the windows open." I do not find that being "neighborly" in any way shape or form. Most people like to sleep in on the weekends, after a long week of work. And most folks like to go to bed by ten in the evening. There are events going on after ten on a regular basis. Isn't there a city ordinance that restricts noise after 10 pm? My girlfriend said she brought up these problems at the last city council meeting, but the gentleman representing the church (Isaac?) said that the church is trying to be neighborly and the parking on the resident side rarely happens and there are no events going on after 8:30 pm. Well, I can tell you, first hand, that his statements are incorrect.

Because of the noise and parking issues, I do not think building a huge addition would be a good idea. The neighborhood and neighbors will suffer. The neighbors were there first and deserve to have peace and quiet and deserve to be able to park in front of their homes. Why doesn't the church just make an addition to their existing building off of 21st Street? There is plenty of room to add on and plenty of room to put a parking lot. I think this idea is the way to go and would be considerate of the neighbors, who would like to be able to enjoy their homes and neighborhood.

Respectfully,

A handwritten signature in cursive script that reads "Dempsey Patrick". The signature is written in black ink and is positioned above the printed name.

Dempsey Patrick

SEP 25 2013

September 24, 2013

Dear City Council Members, Neighbors and Guests,

My name is Linda Miller and I used to reside at 1936 South Walnut Street. I lived there for several years. I want everyone to know that the ONE AND ONLY reason why I chose to sell my home and move out was because of what goes on at the Community Center across the street.

The people who attend events there are extremely rude. I can't even count how many times someone blocked my driveway. I had to go into the "school" several times and find the persons so that they could move their vehicle. And the people sure were not at all friendly or nice about it. One particular time I was ready to attend a Christmas party. I could not get out of my driveway, so I had to walk over the huge pile of snow, which they plowed and left in the middle of the road. They do that on a regular basis as well. They plow the road and deposit all of the snow in the middle of the road. So when you want to go somewhere, you are forced to turn only to the south because you cannot possibly drive over the enormous pile of snow without getting your vehicle stuck. Anyways....I found the person and while climbing back over the pile of snow, I fell. I was wearing a dress and got covered with snow and twisted my ankle. Needless to say, I did not make it to my Christmas party.

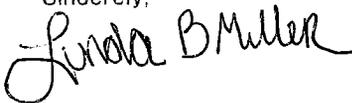
This blocking of my driveway was a regular occurrence. Also, having vehicles parked all the way down the street also happened and is happening on a regular basis. Plus the noise was also a big factor. They use speakers and the music and talking is so loud! Do they not even consider that some people are still sleeping, or that some people have children who are sleeping or that some people do not wish to hear the sermons and music. We were literally forced to listen to their preaching because we could not turn our televisions or stereos up loud enough to drown it out. Why is it legal for a church to make so much noise and disturb the peace of the neighborhood, but if a resident plays their music too loud, the police arrive? To me that is a double standard.

This is supposed to be a family neighborhood, but now it is just a street for patrons of the church and community center to park.

I could not take the noise, unfriendly people, and parking congestion anymore. I didn't want to go another day of someone blocking my driveway so I could not get out. I couldn't stand it anymore. So, I put my house up for sale. My home sold quicker than I anticipated, and I didn't even have another home to move into. But, guess what? I didn't care. I took myself and my three children and we moved in with my mother. I just wanted to get out.

I feel very, very sorry for the poor people who live on Walnut Street. They have to continue to endure this madness. And to think, it is only going to get worse by building this big addition they are anticipating. A neighborhood church should be a neighborhood church. A small building to accommodate the neighborhood. A 10,750 square foot building is NOT a neighborhood church. If they want to build a building this big then they should put it somewhere that isn't inside a small neighborhood. They can buy some land and build it in a business district where they can be as loud as they want and can have a big enough parking lot for everyone. Let the neighborhood be a neighborhood that can be happy that they live there.

Sincerely,

 Linda B. Miller

COLLEGE HEIGHTS BAPTIST CHURCH
COMMUNITY CENTER ADDITION
SITE PLAN AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and College Heights Baptist Church of Casper, Wyoming, 1927 South Walnut, Casper, Wyoming 82601, hereinafter designated as "Owner."

WHEREAS, Owner has applied for site plan approval for the construction of a one-story, 10,750 square foot building addition to the College Heights Baptist Church Community Center, on a portion of Lot 1 and all of Lot 2, Block 12, together with Lots 1-16, Block 13, and Lots 1-6, and 19-20, Block 20, Community Park Addition, located at 1927 South Walnut Street; and,

WHEREAS, pursuant to Section 17.12.150 of the Casper Municipal Code, the Owner is required to submit a site plan prior to the construction of said building addition, which requires the approval of the Planning and Zoning Commission; and,

WHEREAS, the Planning and Zoning Commission denied the site plan at a public hearing held on August 27, 2013; and,

WHEREAS, Section 17.12.150(H)(1) of the Casper Municipal Code allows the applicant to appeal the Planning and Zoning Commission's decision to the City Council; and,

WHEREAS, a request to appeal the Planning and Zoning Commission's decision has been received by the City of Casper; and,

WHEREAS, the governing body of the City of Casper finds that the site plan for the construction of a 10,750 square foot building addition to the College Heights Baptist Church Community Center should be approved; and,

WHEREAS, a copy of the site plan, "College Heights Baptist" (Sheets 1-12), is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth.

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. All on-site lighting shall be designed to reduce off-site glare and light pollution. All exterior lighting fixtures, including building, parking lot and pedestrian

lighting, shall be shielded (full cutoff). Pursuant to the Casper Municipal Code, no light pole shall be taller than thirty (30') feet in height.

II. OBLIGATIONS OF THE OWNER:

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

- A. The Owner shall landscape the property in keeping with the site plan/landscaping plan (Exhibit A), and shall comply with the following landscaping requirements:
 1. Landscape and beautify the areas identified on the site plan/landscaping plan.
 2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
 3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
 4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved landscaping plan. The landscaping requirements shall not be applied to the owner of vacant property until such time as an active commercial or residential use is established on that property.
 5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owner's request for an extension, which shall not exceed six (6) months. Once an extension is granted, the building official may issue a Certificate of Occupancy for the structure.
 6. In the case of an extension granted by the Community Development Director for the installation of landscaping, the Owner is required to post, with the City, a performance security in the form of a bond, cash, letter of credit, or other form acceptable to the City, and otherwise comply with the "Performance Security"

section of Title 17, Appendix B of the Casper Municipal Code. The posted amount shall be in an amount of no less than one-hundred twenty five percent (125%) of an itemized estimate prepared by a landscape architect or professional landscaping contractor, for all landscaping material and installation costs necessary to comply with the approved landscaping plan. The Community Development Director shall have the discretion to determine if the amount of the itemized estimate is reasonable, and may request subsequent written estimates to verify the accuracy and validity of the original estimate.

- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will be determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this Agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his designee.
- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section for parking and alley surfaces shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of grading W base course. The minimum pavement section for street sections, in accordance with the collector street classification in Chapter 16.16 of the Casper Municipal Code, shall be three inch (3") asphaltic

concrete surface over three inches (3”) of asphaltic binder course over eight inches (8”) of grading “W” base. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.

- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.
- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled “Minimum Standards for Commercial Sanitation Container Facility” dated March 2002, or “Minimum Standards for Double Bin Commercial Sanitation Facilities.” Alternately, upon approval by the City Sanitation Department, other designs may be accepted.
- H. All public improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- I. The Owner shall maintain, repair, and replace, if necessary, the water and sewer system improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said water and sewer mains and appurtenances dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, 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.
- J. Curb boxes shall be left at the water main easement lines in front of each building and the Owner shall protect, during the subsequent course of developing the Development, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall

adjust said valve and curb boxes to finished grade, at the time the paving and/or landscaping work is completed in the Development.

- K. The Owner shall construct the necessary water mains up to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water main sizes shall be as determined by the City.
- L. The Owner, at its cost, shall install water service lines in accordance with City specifications to the easement lines so as to serve each building site in the Development.
- M. The Owner shall construct the necessary sewer mains to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer main sizes shall be as determined by the City.
- N. The Owner, at its own cost, shall install sewer service lines, in accordance with City specifications, to each building site in the Development.
- O. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer main, and shall be solely responsible for repair or replacement to the City'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 Development by the Owner, and said obligation shall continue until the sewer line and the system within the Development is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Development.
- P. 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.
- Q. All necessary water and sewer easements, in forms acceptable to the City, up to and through the Development 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 mains, sewer mains, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.

- R. Easements for all off-site utilities must be provided prior to application for a permit to construct being made to City.
- S. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including, but not limited to, all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
- T. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost 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 City.
- U. In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction of improvements to be owned by the City (water and sewer system improvements) and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.
- V. The Owner shall provide financial security as provided herein in order to assure that the required water distribution systems, and sewerage collection systems and any other required public improvements, as outlined in the Site Plan Agreement, are constructed in compliance with the City's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent (100%) of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.
- W. A project may be constructed without financial security as otherwise required herein provided that the Owner/subdivider submits to the City a

bonded Agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the Subdivision Agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.

- X. In the event the Owner elects to construct a project without a bonded Agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded Agreement between the Owner and the Contractor as set forth in subsection (A)(2) of this section shall be provided to the City.
- Y. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty period. The financial security during the warranty period shall be in the amount of twenty percent (20%) of the total construction costs of such improvements. This financial security for the warranty period of eighteen (18) months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.
- Z. Forms of Financial Security.
 - 1. Financial security may be provided in one of the following forms:
 - a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the City;
 - b. Cash;

- c. Surety bonds on forms provided by the City;
- d. Unconditional letter of credit subject to the laws and courts of the State of Wyoming in a form approved by the City.

- AA. The Owner's engineering consultant shall provide actual construction costs to the City for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include water and sewer lines, as outlined in the Development's drawings and specifications.
- BB. The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the Owner/developer within ten (10) calendar days.

III. OBLIGATIONS OF THE CITY:

The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this Agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

IV. REMEDIES:

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

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, 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 third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's 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. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. 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.
- D. Governing Law and Venue: Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- E. 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.

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

APPROVED AS TO FORM:

Walker Tremble

WITNESS:

CITY OF CASPER, WYOMING

By: _____

Kenyne Schlager

Printed Name: _____

Mayor

Title: _____

WITNESS:

COLLEGE HEIGHTS BAPTIST CHURCH
OF CASPER WYOMING

By: Isaiah D. Rodolph

Rodney W. Rodrick
By

Printed Name: Isaiah D. Rodolph

Rodney W. Rodrick
Printed Name

Title: Building Project Coordinator

Chairman of the Board of Directors
Title

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Kenyne Schlager, as Mayor of the City of Casper, Wyoming, this _____ day of _____, 2013.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

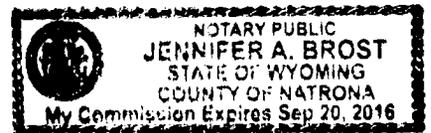
STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Rodney W. Rodrick, as Chairman of the Board of Directors for COLLEGE HEIGHTS BAPTIST CHURCH OF CASPER WYOMING, this 24th day of September, 2013.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: Sept. 20, 2016





300 0 300 600
SCALE IN FEET

HDR

P.O. BOX 457
601 METZ DRIVE
GILLETTE, WY 82717-0457
(307) 682-8936

**COLLEGE HEIGHT BAPTIST
CASPER, WYOMING VICINITY MAP**

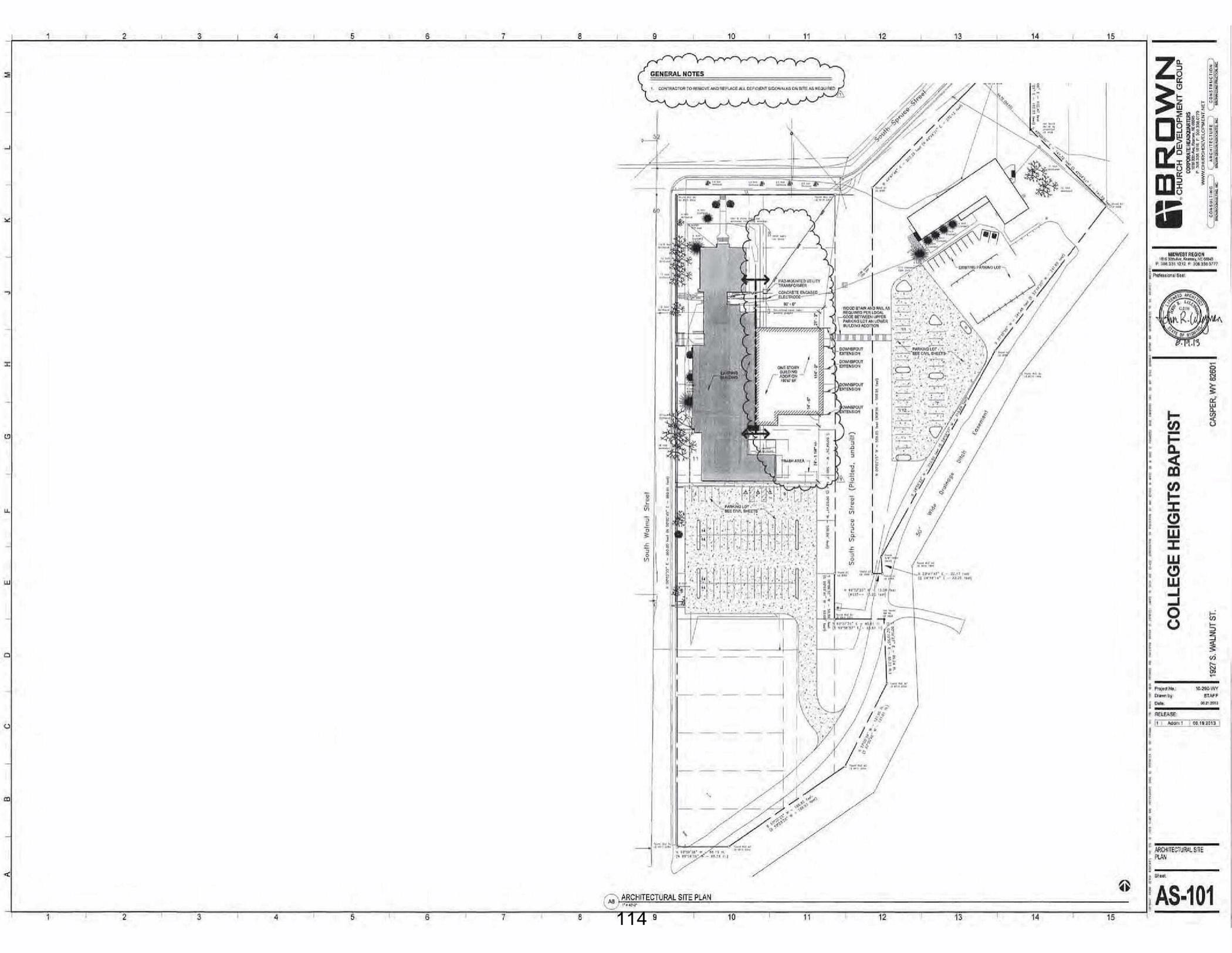
113

DATE

07/08/13

FIGURE

A



GENERAL NOTES
 1. CONTRACTOR TO REMOVE AND REPLACE ALL DEFICIENT SIDEWALKS ON SITE AS REQUIRED

BROWN
 CHURCH DEVELOPMENT GROUP
 CORPORATE HEADQUARTERS
 300 SOUTH 10TH STREET, SUITE 200
 CASPER, WY 82401
 WWW.BROWNCONSTRUCTION.COM
 CONSTRUCTION
 INFORMATION, INC.

WEST REGION
 1616 20TH AVENUE, SUITE 200
 P. 308.531.1212 F. 308.236.9777
 Professional Seal
 REGISTERED ARCHITECT
 STATE OF WYOMING
 J. R. WILSON
 8-11-13

COLLEGE HEIGHTS BAPTIST
 CASPER, WY 82601

1827 S. WALNUT ST.

Project No. 10-260-WY
 Drawn by STAFF
 Date: 08/21/2013

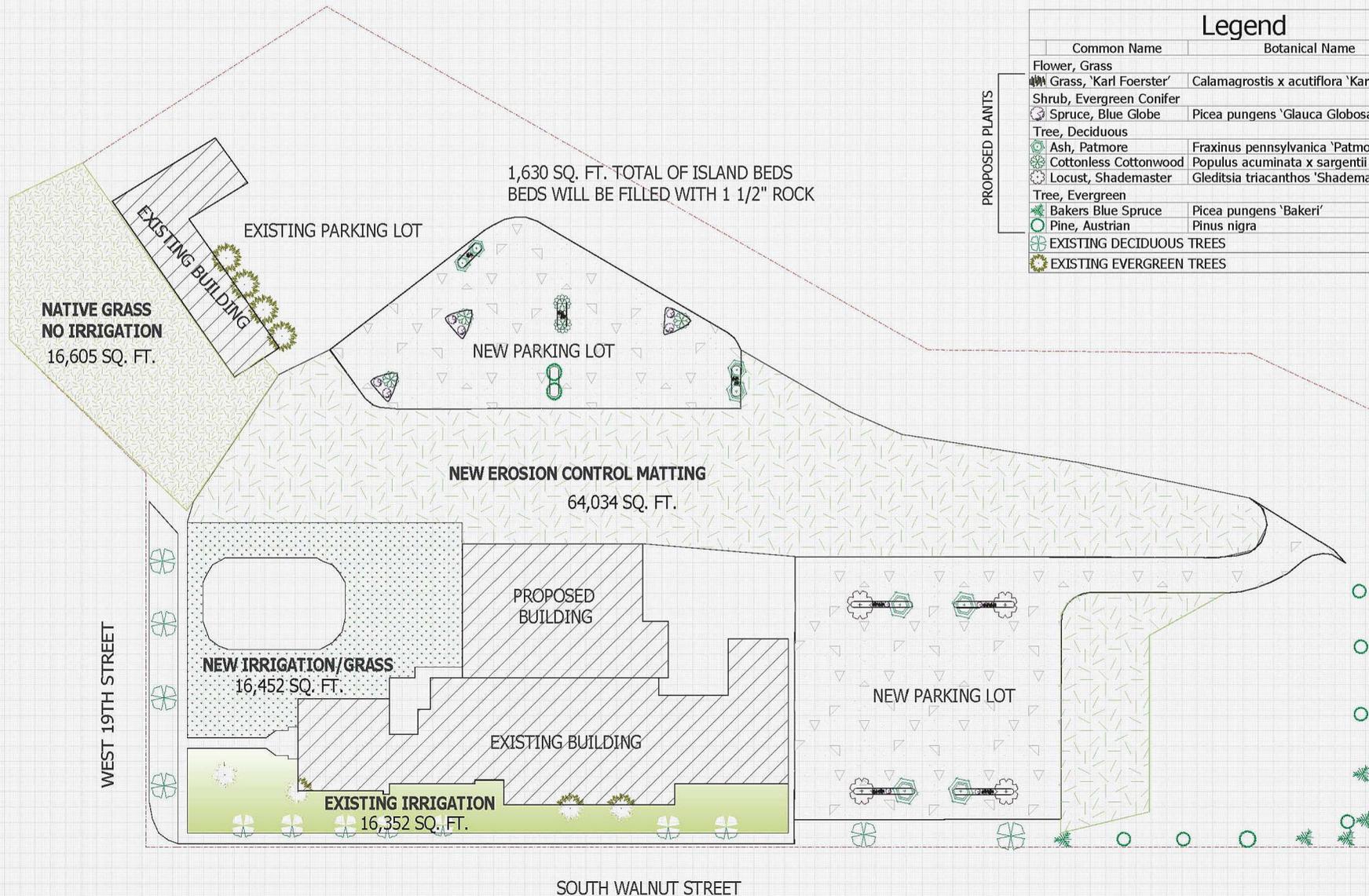
RELEASE

1 | Appn 1 | 08.19.2013

ARCHITECTURAL SITE PLAN
 Sheet

AS-101

ARCHITECTURAL SITE PLAN



Legend		
Common Name	Botanical Name	Qty
Flower, Grass		
Grass, 'Karl Foerster'	Calamagrostis x acutiflora 'Karl Foerster'	13
Shrub, Evergreen Conifer		
Spruce, Blue Globe	Picea pungens 'Glauca Globosa'	10
Tree, Deciduous		
Ash, Patmore	Fraxinus pennsylvanica 'Patmore'	8
Cottonless Cottonwood	Populus acuminata x sargentii	5
Locust, Shademaster	Gleditsia triacanthos 'Shademaster'	4
Tree, Evergreen		
Bakers Blue Spruce	Picea pungens 'Bakeri'	6
Pine, Austrian	Pinus nigra	9
EXISTING DECIDUOUS TREES		15
EXISTING EVERGREEN TREES		8

PROPOSED PLANTS

Revision #: 00

Scale:

Landscape Plan: 01

Landscape Design by: AUBREY PRY

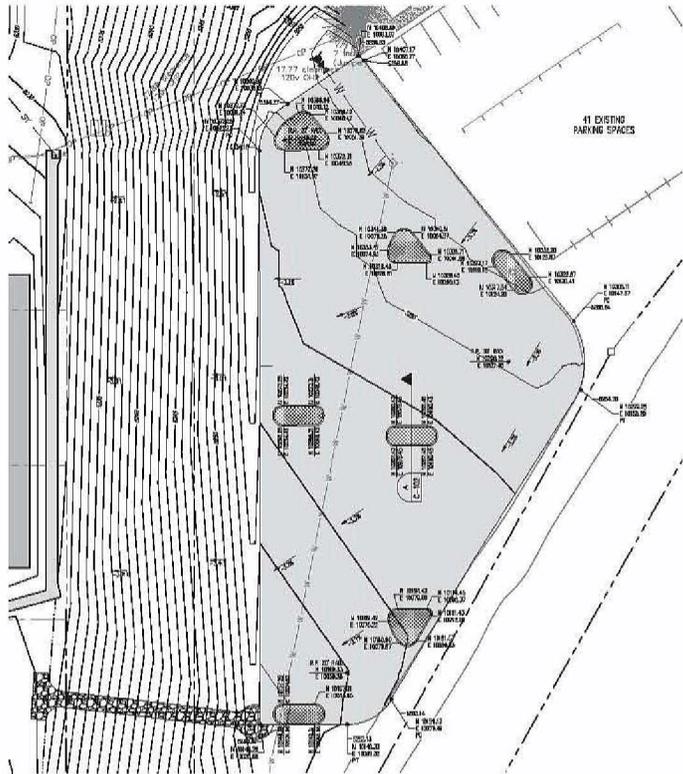
Date: 8/16/2013

1" = 30'

COLLEGE HEIGHTS

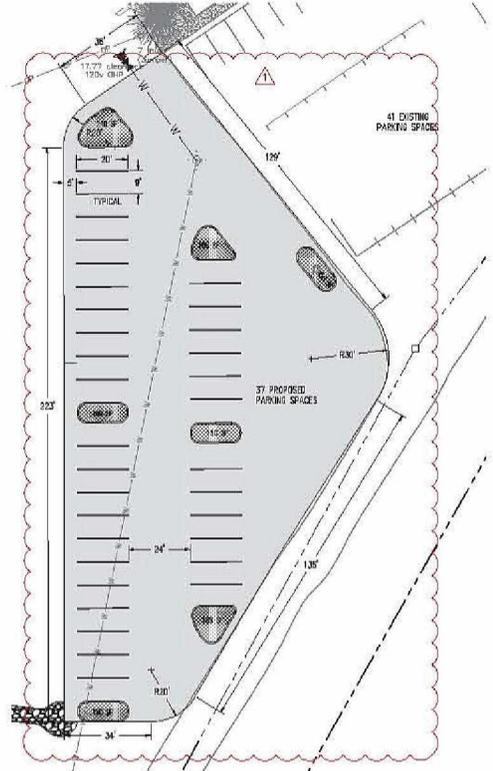
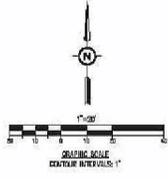
RODOLPH BROTHERS INC.



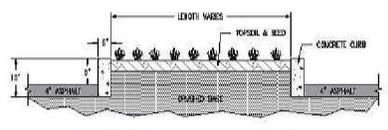


PAVING - NORTH PARKING LOT

NOTES:
 COORDS DISPLAYED ARE AT CURB FLOWLINE
 UNLESS OTHERWISE NOTED.



STRIPING - NORTH PARKING LOT



SECTION
 NOT TO SCALE



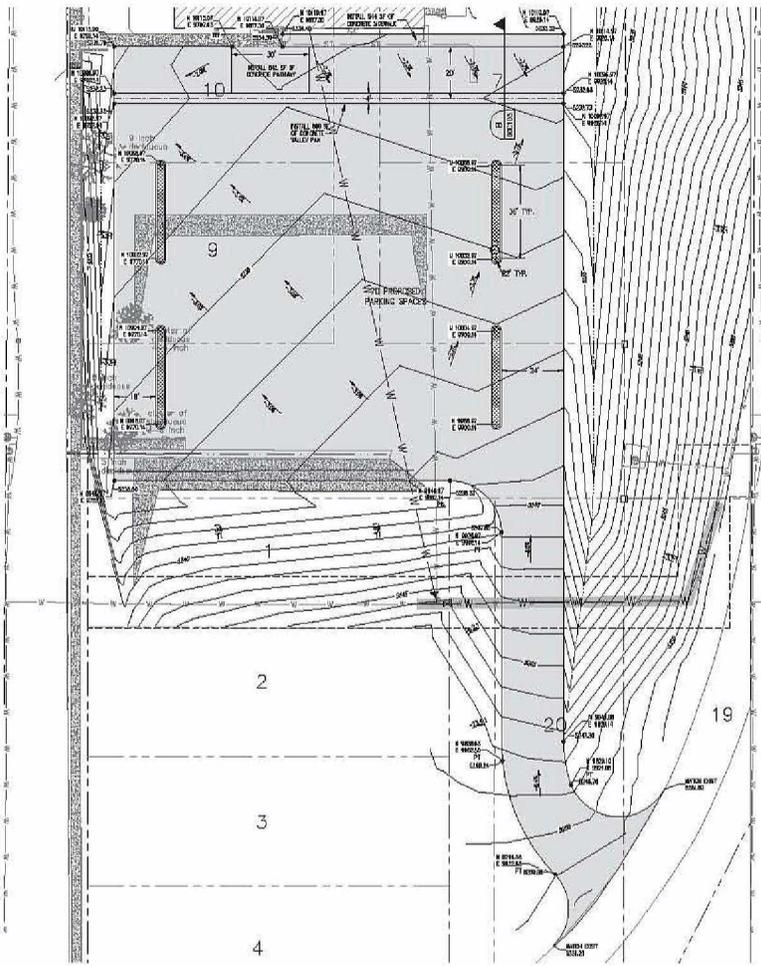
TYPICAL PAVEMENT DETAIL

BROWN CHURCH DEVELOPMENT GROUP
 ARCHITECTURE
 1000 S. WALNUT ST. CASPER, WY 82401
 WWW.BROWNSARCHITECTURE.COM
 (307) 233-1111

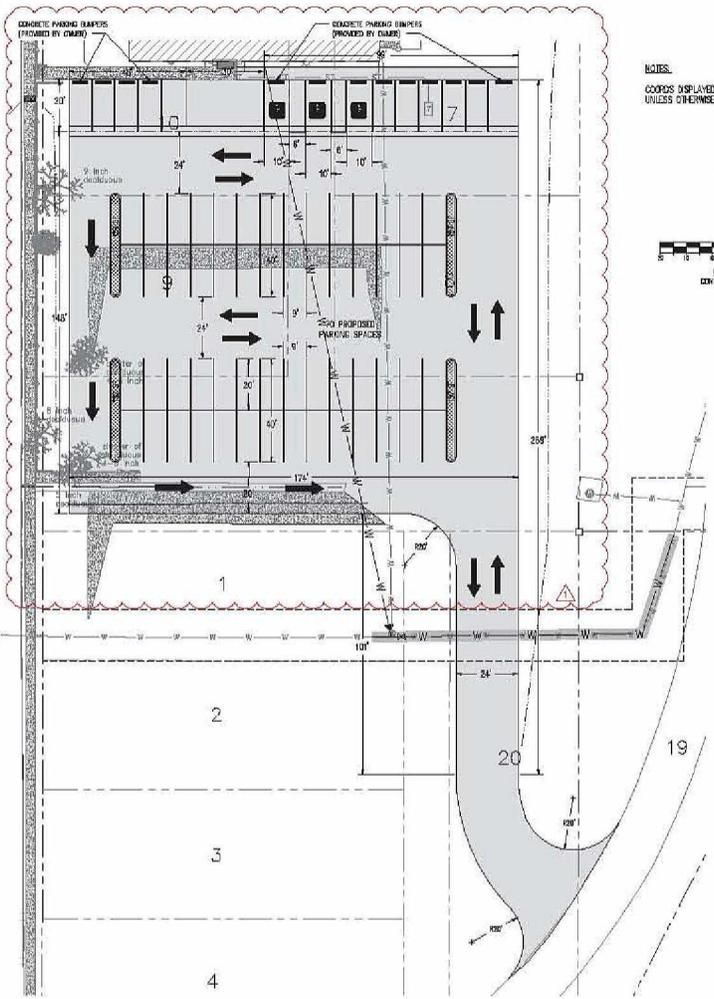
COLLEGE HEIGHTS BAPTIST
 1827 S. WALNUT ST.
 CASPER, WY 82401

Project No.: 10-280-WY
 Drawn by: STAFF
 Date: 08/03/10

North Lot-Paving, Sidewalks & Striping
C-102



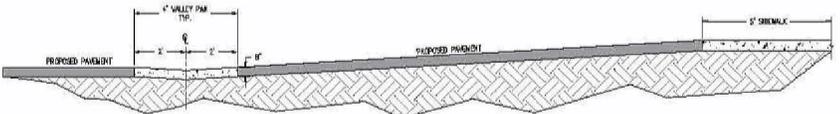
PAVING - SOUTH PARKING LOT



STRIPING - SOUTH PARKING LOT

NOTES:
COORDS DISPLAYED ARE AT CURB FLOORLINE UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
FOUR FEET PER INCH



SECTION
NOT TO SCALE

BROWN
CHURCH DEVELOPMENT GROUP
CORPORATE BUILDING
1000 S. WALNUT ST. SUITE 100
CASPER, WY 82401
PHONE: 307.233.1111
FAX: 307.233.1112
WWW.BROWNCHURCHDEVELOPMENT.COM

REGISTRATION
Professional Seal:
Professional Engineer
Casper, Wyoming
No. 10200-WY
Exp. 12/31/2024

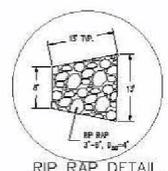
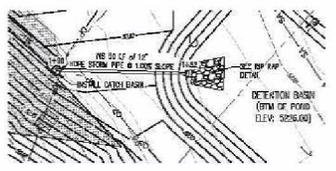
COLLEGE HEIGHTS BAPTIST
1927 S. WALNUT ST.
CASPER, WY 82401

Project No.: 10-200-WY
Drawn by: STAFF
Scale: as shown

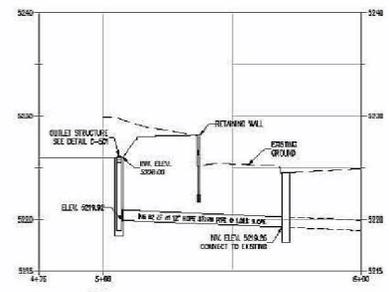
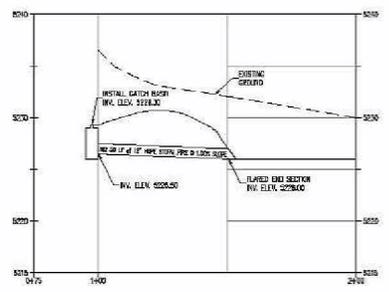
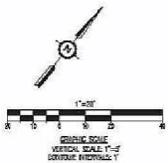
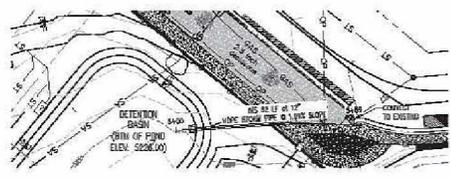
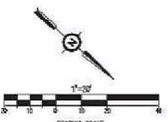
Revised:
12/16/2023 REVISION FOR CITY REVIEW COMMENTS

SOUTH LOT PAVING, SIDEWALKS & STRIPING

C-103

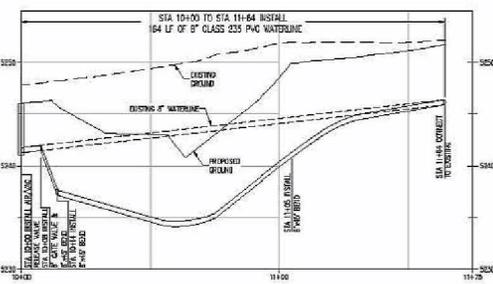
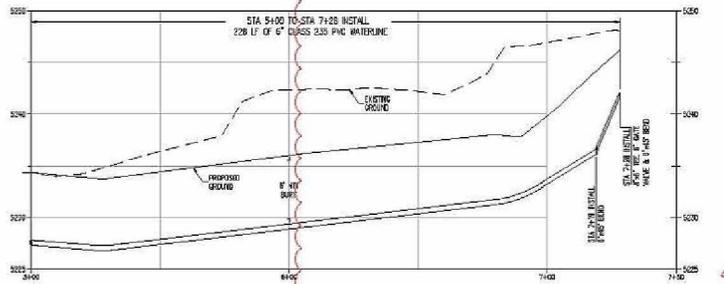
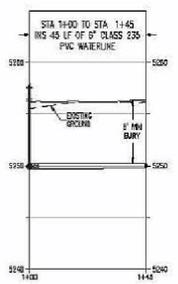
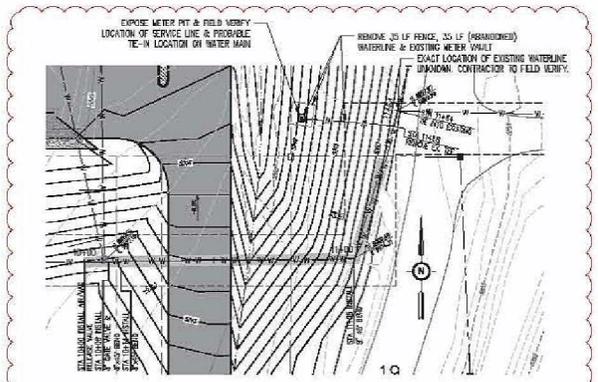
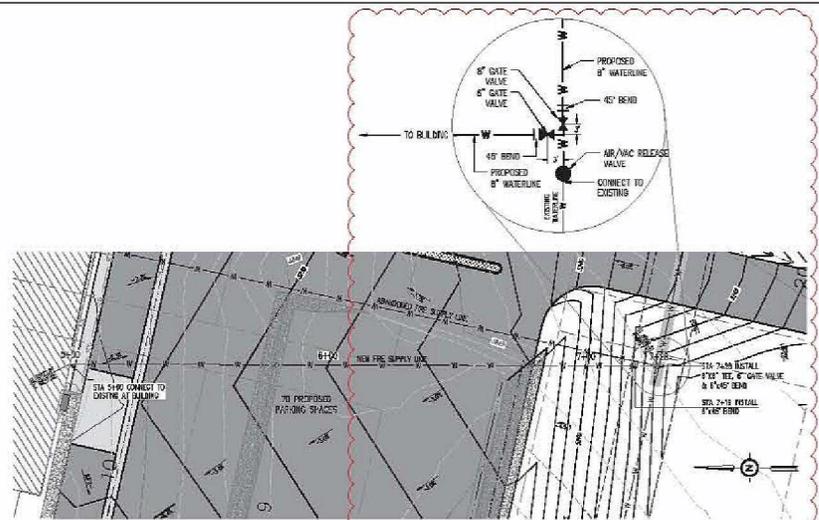
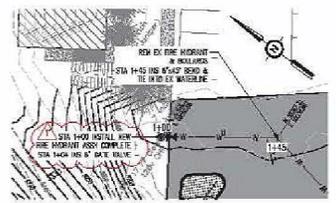


RIP RAP DETAIL
NOT TO SCALE



NOTE:
RETAINING WALL FOOTER ASSIGNED TO BE 4\"/>

STORM PIPE PLAN & PROFILES



6\"/>

BROWN
CHURCH DEVELOPMENT GROUP
CORPORATE RECONSTRUCTION
CONSTRUCTION MANAGEMENT
P.O. BOX 1000 WYOMING
CASPER, WY 82401
WWW.BROWNCHURCHGROUP.COM
PHONE: 307.234.1111
FAX: 307.234.1112

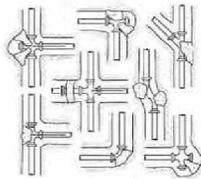
REGISTERED ENGINEER
Professional Seal
WYOMING ENGINEERING
C. J. BROWN
1927 S. WALNUT ST.
CASPER, WY 82401

COLLEGE HEIGHTS BAPTIST
1927 S. WALNUT ST.
CASPER, WY 82401

Project No: 10-200-WY
Drawn by: STAFF
Checked by: STAFF
Reviewed by: STAFF

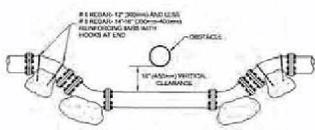
DATE: 10/20/2010
REVISIONS PER ICF
REVISIONS:

C-104
WATERLINES & STORM
PIPE PLAN & PROFILES



CONCRETE AREA REQUIRED FOR THRUST BLOCKS (IN CUBIC FEET)

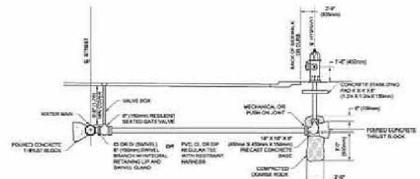
PIPE SIZE	12" & 16"	18" & 20"	24"	30"	36"
12" (305mm)	1.80	2.30	1.00	1.00	0.50
16" (406mm)	3.00	4.30	2.00	1.50	1.00
18" (457mm)	3.00	4.00	2.00	1.50	1.00
20" (508mm)	3.00	4.00	2.00	1.50	1.00
24" (609mm)	7.00	10.00	4.00	3.00	1.50
30" (762mm)	10.00	14.00	6.00	4.00	2.00
36" (914mm)	14.00	19.00	11.00	7.00	3.00
42" (1067mm)	18.00	25.00	15.00	10.00	5.00



VOLUME OF BLOCK IN CUBIC YARDS FOR UPPER VERTICAL BENDS

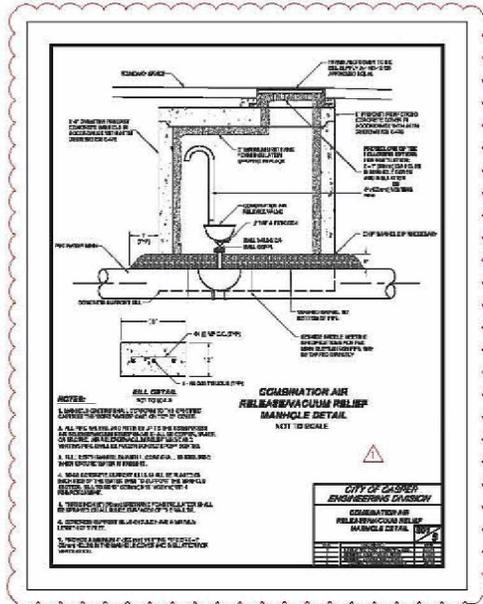
SIZE	45° BEND	22.5° BEND	15° BEND
4" (102mm)	0.16	0.04	0.02
6" (152mm)	0.28	0.07	0.04
8" (203mm)	0.46	0.12	0.06
10" (254mm)	0.62	0.17	0.09
12" (305mm)	0.84	0.23	0.12
14" (356mm)	1.10	0.30	0.16
16" (407mm)	1.38	0.40	0.21

NOTES:
 1. KEEP CONCRETE AWAY FROM WALLS.
 2. SEAT JOINTS WITH FIBERED SAND, STAINLESS STEEL HOOD OR STRAPS WITH STAINLESS STEEL COLLARS TO MEET SPECIFICATIONS.



STANDARD FIRE HYDRANT INSTALLATION DETAIL
NOT TO SCALE

NOTES:
 1. ALL QUOTE FOR ALL FITTINGS INCLUDING VALVES AND HOODS TO BE SHOWN. PROVIDE DIMENSIONS FOR ALL FITTINGS. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 2. CHECK FOR PROPER CLEARANCES TO ADJACENT STRUCTURES.
 3. CHECK FOR PROPER CLEARANCES TO ADJACENT UTILITIES.
 4. CHECK FOR PROPER CLEARANCES TO ADJACENT STRUCTURES.
 5. CHECK FOR PROPER CLEARANCES TO ADJACENT UTILITIES.

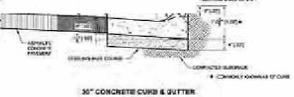


NOTES:
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 2. CHECK FOR PROPER CLEARANCES TO ADJACENT STRUCTURES.
 3. CHECK FOR PROPER CLEARANCES TO ADJACENT UTILITIES.
 4. CHECK FOR PROPER CLEARANCES TO ADJACENT STRUCTURES.
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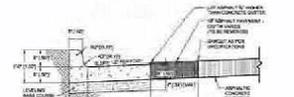
CITY OF CASPER ENGINEERING DIVISION
 RELEASE/VACUUM RELIEF MANHOLE DETAIL
 NOT TO SCALE

STANDARD THRUST BLOCK DETAIL
NOT TO SCALE

NOTES:
 1. KEEP CONCRETE AWAY FROM WALLS.
 2. SEAT JOINTS WITH FIBERED SAND, STAINLESS STEEL HOOD OR STRAPS WITH STAINLESS STEEL COLLARS TO MEET SPECIFICATIONS.

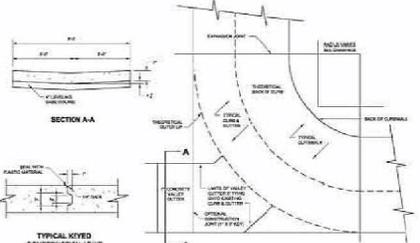


30" CONCRETE CURB & GUTTER TYPE A



30" CONCRETE CURB & GUTTER TYPE B

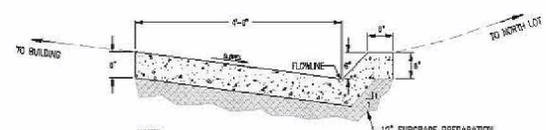
TYPICAL CONCRETE CURB & GUTTER SECTIONS
NOT TO SCALE



TYPICAL KEYED CONSTRUCTION JOINT

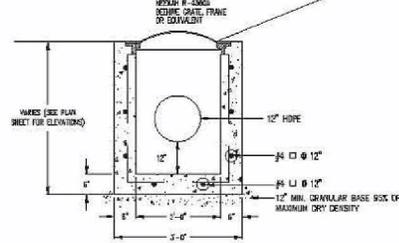
STANDARD VALLEY GUTTER SECTIONS
NOT TO SCALE

NOTES:
 1. ALL QUOTE FOR ALL FITTINGS INCLUDING VALVES AND HOODS TO BE SHOWN. PROVIDE DIMENSIONS FOR ALL FITTINGS. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 2. CHECK FOR PROPER CLEARANCES TO ADJACENT STRUCTURES.
 3. CHECK FOR PROPER CLEARANCES TO ADJACENT UTILITIES.
 4. CHECK FOR PROPER CLEARANCES TO ADJACENT STRUCTURES.
 5. CHECK FOR PROPER CLEARANCES TO ADJACENT UTILITIES.



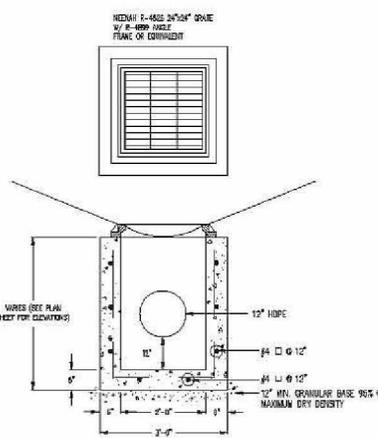
HALF TRICKLE CHANNEL
NOT TO SCALE

NOTES:
 1. CONSTRUCTION JOINTS CUT EVERY 15 FEET.
 2. 12" SUBGRADE PREPARATION (MINIMUM COMPACTION - 90% MODIFIED PER AASHTO T-99)



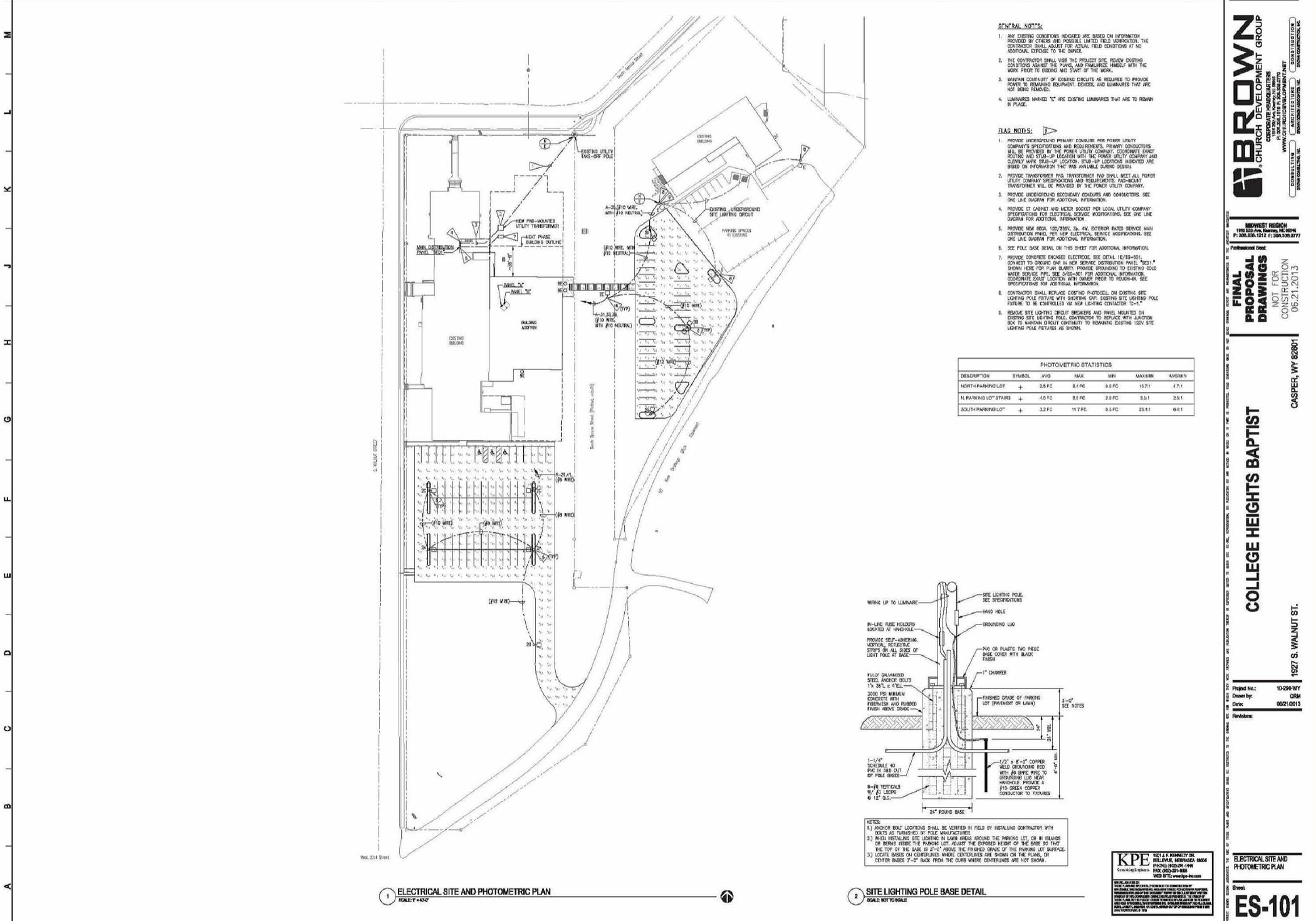
OUTLET STRUCTURE DETAIL
NOT TO SCALE

NOTE:
 1. SUMP CONDITION INLETS WILL REQUIRE A TYPE 'A' GRISE.



CATCH BASIN DETAIL
NOT TO SCALE

NOTE:
 1. SUMP CONDITION INLETS WILL REQUIRE A TYPE 'A' GRISE.



GENERAL NOTES:

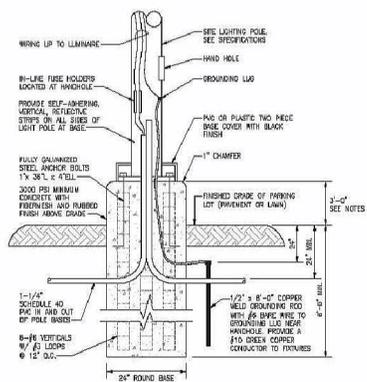
1. ANY EXISTING CONDITIONS INDICATED ARE BASED ON INFORMATION PROVIDED BY OTHERS AND POSSIBLY LIMITED FIELD OBSERVATION. THE CONTRACTOR SHALL VERIFY FOR ACTUAL FIELD CONDITIONS AT AN ADDITIONAL EXPENSE TO THE OWNER.
2. THE CONTRACTOR SHALL VISIT THE PROJECT SITE, REVIEW EXISTING CONDITIONS AGAINST THE PLANS, AND FAMILIARIZE HIMSELF WITH THE WORK PRIOR TO BEING AND START OF THE WORK.
3. MAINTAIN CONTINUITY OF EXISTING CIRCUITS AS REQUIRED TO PROVIDE POWER TO REMAINING EQUIPMENT, DEVICES, AND LUMINAIRES THAT ARE NOT BEING REMOVED.
4. LUMINAIRES MARKED "C" ARE EXISTING LUMINAIRES THAT ARE TO REMAIN IN PLACE.

FLAG NOTES:

1. PROVIDE UNDERGROUND PRIMARY CONDUITS FOR POWER UTILITY COMPANY'S SPECIFICATIONS AND REQUIREMENTS. PRIMARY CONDUITS WILL BE PROVIDED BY THE POWER UTILITY COMPANY. COORDINATE EXACT ROUTING AND STU-UP LOCATION WITH THE POWER UTILITY COMPANY AND OBTAIN WORK STU-UP LOCATION, STU-UP LOCATION MARKED ARE BASED ON INFORMATION THAT WAS AVAILABLE DURING DESIGN.
2. PROVIDE TRANSFORMER PAD. TRANSFORMER PAD SHALL MEET ALL POWER UTILITY COMPANY SPECIFICATIONS AND REQUIREMENTS. PAD-MOUNTED TRANSFORMER WILL BE PROVIDED BY THE POWER UTILITY COMPANY.
3. PROVIDE UNDERGROUND SECONDARY CONDUITS AND CONDUCTORS. SEE ONE LINE DIAGRAM FOR ADDITIONAL INFORMATION.
4. PROVIDE CABINET AND METER SOCKET PER LOCAL UTILITY COMPANY SPECIFICATIONS FOR ELECTRICAL SERVICE WORKPRACTICE. SEE ONE LINE DIAGRAM FOR ADDITIONAL INFORMATION.
5. PROVIDE NEW 800A 150/250V, 3Ø, 4W, EXTERIOR RATED SERVICE MAIN DISTRIBUTION PANEL FOR NEW ELECTRICAL SERVICE WORKPRACTICE. SEE ONE LINE DIAGRAM FOR ADDITIONAL INFORMATION.
6. SEE POLE BASE DETAIL ON THIS SHEET FOR ADDITIONAL INFORMATION.
7. PROVIDE CONCRETE ENCASED ELECTRODE. SEE DETAIL 18/10-01. CONDUIT TO BE ENCASED IN 6" MIN SERVICE DISTRIBUTION PANEL. * SHOWN HERE FOR PLAN CLARITY. PROVIDE PROTECTING TO EXISTING GROUND WIRE BENEATH PIPE. SEE 18/10-01 FOR ADDITIONAL INFORMATION. COORDINATE EXACT LOCATION WITH OWNER PRIOR TO POURING. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
8. CONTRACTOR SHALL REPLACE EXISTING PHOTOVOLTAIC ON EXISTING SITE LIGHTING POLE PICTURE WITH SHOOTING CUP. EXISTING SITE LIGHTING POLE PICTURE TO BE CONTROLLED BY NEW LIGHTING CONTRACTOR "C".
9. REMOVE SITE LIGHTING POLE CONTRACTOR TO REPLACE WITH JUNCTION BOX TO MAINTAIN EXISTING CONTINUITY TO REMAINING EXISTING 120V SITE LIGHTING POLE PICTURES AS SHOWN.

PHOTOMETRIC STATISTICS

DESCRIPTION	SYMBOL	AVERAGE	MAX	MIN	MAX/AVG	AVG/MIN
NORTH PARKING LOT	+	2.8 FC	8.4 FC	0.8 FC	15.7:1	17.1
N. PARKING LOT STAIRS	+	4.0 FC	8.8 FC	2.0 FC	3.5:1	2.0:1
SOUTH PARKING LOT	+	3.2 FC	11.7 FC	0.9 FC	23.1:1	0.4:1



- NOTES:**
- 1) ANCHOR BOLT LOCATIONS SHALL BE VERIFIED IN FIELD BY INSTALLING CONTRACTOR WITH BOLTS AS FURNISHED BY POLE MANUFACTURER.
 - 2) WHEN INSTALLING SITE LIGHTING IN MAIN AREAS AROUND THE PARKING LOT, OR IN ISLANDS OR BAY AREA, THE PARKING LOT, ADJUST THE EXPOSED HEIGHT OF THE BASE SO THAT THE TOP OF THE BASE IS 3'-0" ABOVE THE FINISHED GRADE OF THE PARKING LOT SURFACE.
 - 3) LOCUS BASIS OF CONDUIT/NEC MANDATORY CENTRALIS ARE SHOWN ON PLANS, OR CENTER BASIS 1'-0" BACK FROM THE CURB WHERE CENTRALIS ARE NOT SHOWN.

1 ELECTRICAL SITE AND PHOTOMETRIC PLAN
SCALE: 1/4" = 1'-0"

2 SITE LIGHTING POLE BASE DETAIL
SCALE: NOT TO SCALE

BROWN
CHURCH DEVELOPMENT GROUP
CORPORATE HEADQUARTERS
10000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
PH: 303.733.1000
WWW.BROWNGROUP.COM

DESIGN: J. L. LITTON
CONSTRUCTION: J. L. LITTON
ELECTRICAL: J. L. LITTON
MECHANICAL: J. L. LITTON
PLUMBING: J. L. LITTON
GENERAL CONTRACTOR: J. L. LITTON

FINAL PROPOSAL DRAWINGS
NOT FOR CONSTRUCTION
06.21.2013

COLLEGE HEIGHTS BAPTIST
1827 S. WALNUT ST.
CASPER, WY 82601

PROJECT REGION
1890 330 4th Ave. Casper, WY 82604
P: 307.266.1212 F: 307.266.0777

Prepared By: J. L. LITTON
Checked By: J. L. LITTON
Approved By: J. L. LITTON

PHOTOMETRIC PLAN

Project No.: 10-200-WY
Drawn by: J. L. LITTON
Date: 06/21/2013

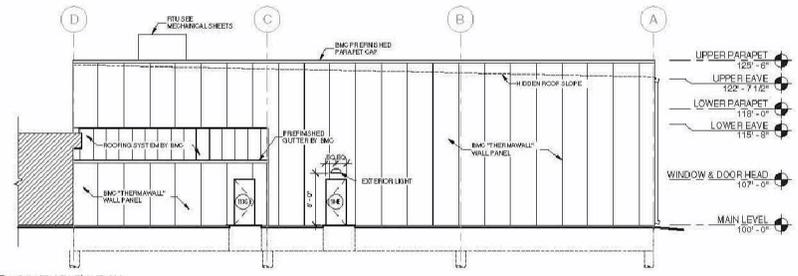
Revisors:

KPE
1827 S. WALNUT ST.
BILLINGS, MONTANA 59004
PHONE: 406.291.1444
FAX: 406.291.1456
WEB SITE: www.kpe-bc.com

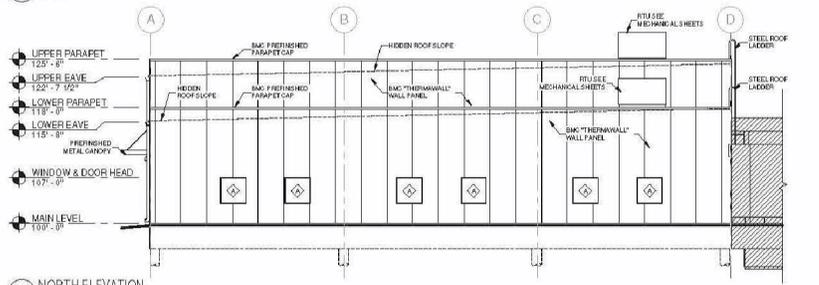
ELECTRICAL SITE AND PHOTOMETRIC PLAN

Sheet:
ES-101

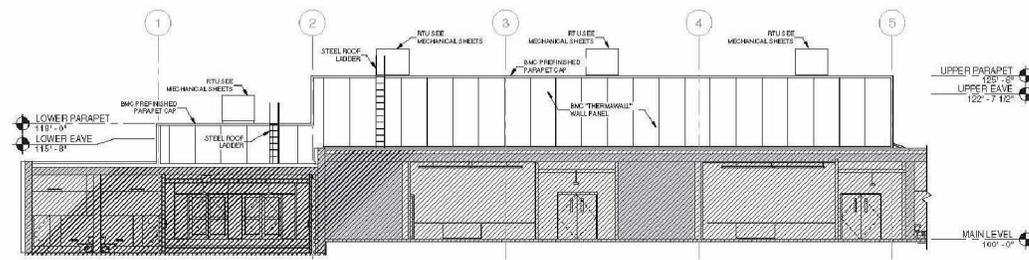
EXTERIOR COLOR SELECTION SCHEDULE				
PRODUCT	MANUFACTURER	STILES FINISHES	SIZE	COLOR
INSULATED WALL PANEL	REFERENCE SPEC	REFERENCE SPEC	PER MANUFACTURER	TBD
PARAPET CAP	REFERENCE SPEC	REFERENCE SPEC	PER MANUFACTURER	TBD
GUTTER/DOWNPOUTS	REFERENCE SPEC	REFERENCE SPEC	PER MANUFACTURER	TBD
WINDOW FRAMING	REFERENCE SPEC	REFERENCE SPEC	SEE SCHEDULE	TBD
DOOR FRAME	REFERENCE SPEC	REFERENCE SPEC	SEE SCHEDULE	TBD



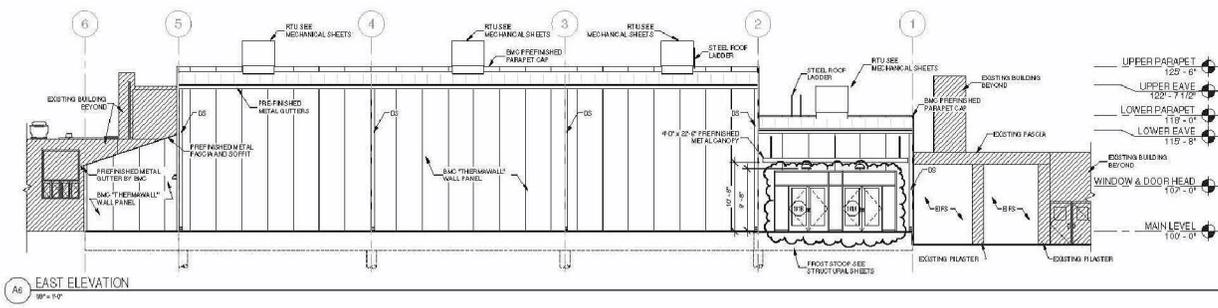
(B) SOUTH ELEVATION
30' x 114'



(F) NORTH ELEVATION
30' x 114'



(C) WEST ELEVATION
30' x 114'



(A) EAST ELEVATION
30' x 114'

RESOLUTION NO. 13-246

A RESOLUTION APPROVING A SITE PLAN FOR THE CONSTRUCTION OF AN ADDITION TO THE COLLEGE HEIGHTS BAPTIST CHURCH COMMUNITY CENTER LOCATED AT 1927 SOUTH WALNUT STREET, AND THE ASSOCIATED SITE PLAN AGREEMENT.

WHEREAS, the College Heights Baptist Church of Casper, Wyoming has applied for approval of a site plan for the construction of a one-story, 10,750 square foot building addition to the College Heights Baptist Church Community Center, on a portion of Lot 1 and all of Lot 2, Block 12, together with Lots 1-16, Block 13, and Lots 1-6, and 19-20, Block 20, Community Park Addition, located at 1927 South Walnut Street; and,

WHEREAS, pursuant to Section 17.12.150 of the Casper Municipal Code, the Owner is required to submit a site plan prior to the construction of said building addition, which requires the approval of the Planning and Zoning Commission; and,

WHEREAS, the Planning and Zoning Commission denied the site plan at a public hearing held on August 27, 2013; and,

WHEREAS, Section 17.12.150(H)(1) of the Casper Municipal Code allows the applicant to appeal the Planning and Zoning Commission's decision to the City Council; and,

WHEREAS, a request to appeal the Planning and Zoning Commission's decision has been received by the City of Casper; and,

WHEREAS, the governing body of the City of Casper finds that the site plan for the construction of a 10,750 square foot building addition to the College Heights Baptist Church Community Center should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the site plan for the construction of a 10,750 square foot building addition to the College Heights Baptist Church Community Center located at 1927 South Walnut Street.

BE IT FURTHER 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 site plan agreement between the City and the College Heights Baptist Church of Casper Wyoming.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:

Walker Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 18, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Chris Walsh, Chief of Police
Steve Schulz, Lieutenant

SUBJECT: 2014 Highway Safety Selective Traffic Enforcement Grant

Recommendation:

That Council, by resolution, authorize an agreement with the Wyoming Department of Transportation for a Wyoming Highway Safety Selective Traffic Enforcement grant, in the amount of \$49,200, to be used for traffic enforcement activities.

Summary:

The Casper Police Department has been notified that it has been awarded a grant from the Wyoming Highway Safety Selective Traffic Enforcement Program, in the amount \$49,200. Casper will use the grant funds for speed and DUI enforcement.

A resolution has been prepared for Council's consideration.

HIGHWAY SAFETY**FY- 2014 GRANT AGREEMENT (HS-3)**

Selective Traffic Enforcement Grant Program

APPLICANT AGENCY (Name & Address)

Department Name Casper Police Dept
 Department Address 201 N David
 City, State Zip Casper, WY 82601

FUNDING PERIOD

From: 10/1/2013
 To: 9/30/2014

REPORT PERIOD

From: 10/1/2013
 To: 10/15/2014

TOTAL FUNDS APPROVED: \$49,200.00

410 FUNDS: (Video Camera)
402 FUNDS: (Non-DUI Grants) \$24,200.00
410 FUNDS: (DUI Grants) \$25,000.00
402/154 FUNDS: (Media) _____

TOTAL FUNDS: \$49,200.00

PROJECT NO. 402 - HVE Enforcement
410 - Alcohol Enforcement

TITLE: Selective Traffic Enforcement Grant Program

Start / or Revised Date:

Non-Major Equipment: Description of equipment
 (1) Radar

Major Equipment: Description of equipment

Acceptance of Conditions: It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to the regulations governing Grants under Section 402 and other applicable sections of the Highway Safety Act. NHTSA and FHWA Order as issued (e.g. NHTSA 460-6) and the rules and regulations set forth in the "Contract Management Manual". It is also understood and agreed that the undersigned will conduct the grant in a manner that meets the project description and performs the objectives within the budgeted amount allowed. The audit responsibility shall be addressed in this agreement. The sub-grantee must comply with applicable portions of OMB circular A-133 and any other federal documents that apply. The Highway Safety Program in conjunction with the WYDOT Internal Review staff will be available to assist the sub-grantee in determining if an A-133 audit is required.

PROJECT DIRECTOR:

TITLE: Lieutenant **PHONE:** 307.235.8237

E-MAIL: sschulz@casperwy.gov

SIGNATURE:

DATE: _____

AUTHORIZING OFFICIAL:

TITLE: Police Chief **PHONE:** 307.235.8225

E-MAIL: cwalsh@casperwy.gov

SIGNATURE:

DATE: 9.17.13

APPROVAL:

DATE: _____

WASCOP/WYDOT - HIGHWAY SAFETY GRANTS PROGRAM

PO Box 1343, DOUGLAS, WY 82633 PHONE (307) (307) 351-8614 FAX (800) 954-0778



Casper PD

Rate \$ 50.00

Event #	Dates Of Events	Event Name	Safety Focus	Funding Source	Overtime Hours	O.T. Hrs Worked	Admin. Hours	Budgeted	410 Expended	402 Expended	Media Expended	Remaining Funds
N1	October 20-26, 2013	National Teen Driver Week	HVE	402	46			\$ 2,300.00	\$ -	\$ -		\$ 2,300.00
N2	Oct 24-31, 2013	Buzzed Driving	DUI	410	54			\$ 2,700.00	\$ -	\$ -		\$ 2,700.00
N3	Nov 15 - 30, 2013	Click It - Don't Risk It	HVE	402	40			\$ 2,000.00	\$ -	\$ -		\$ 2,000.00
N4	Dec 1 - 11, 2013	Buzzed Driving	DUI	410	48			\$ 2,400.00	\$ -	\$ -		\$ 2,400.00
N5	Dec 12 - Jan 1, 2014	Over the Limit	DUI	410	56			\$ 2,800.00	\$ -	\$ -		\$ 2,800.00
N6	Jan 30 - Feb 2, 2014	Superbowl	DUI	410	16			\$ 800.00	\$ -	\$ -		\$ 800.00
N7	March 14-17, 2014	St Patrick's Day	DUI	410	56			\$ 2,800.00	\$ -	\$ -		\$ 2,800.00
N8	May 1-31, 2014	Motorcycle Awareness	HVE	402	66			\$ 3,300.00	\$ -	\$ -		\$ 3,300.00
N9	May 19 - June 2, 2014	May Mobilization	HVE	402	32			\$ 1,600.00	\$ -	\$ -		\$ 1,600.00
N10	Jun 21 - Jul 8, 2014	Fourth of July	DUI	410	64			\$ 3,200.00	\$ -	\$ -		\$ 3,200.00
N11	Aug 15 - Sept 2, 2014	National Crackdown	DUI	410	110			\$ 5,500.00	\$ -	\$ -		\$ 5,500.00
N12	Sept 14-20, 2014	Child Passenger Safety	HVE	402	106			\$ 5,300.00	\$ -	\$ -		\$ 5,300.00
L1	January 17-18, 2014	Over the Limit	DUI	410	32			\$ 1,600.00	\$ -	\$ -		\$ 1,600.00
L2	Apr-14	Motorcycle Awareness	HVE	402	58			\$ 2,900.00	\$ -	\$ -		\$ 2,900.00
L3	May-14	Memorial Day	DUI	410	32			\$ 1,600.00	\$ -	\$ -		\$ 1,600.00
L4	Jun-14	End of School	HVE	402	64			\$ 3,200.00	\$ -	\$ -		\$ 3,200.00
L5	Jul-14	Parade	DUI	410	32			\$ 1,600.00	\$ -	\$ -		\$ 1,600.00
L6	Jul-14	Parade	HVE	402	32			\$ 1,600.00	\$ -	\$ -		\$ 1,600.00
L7									\$ -	\$ -		\$ -
L8												\$ -
L9												\$ -
L10												\$ -
L11												\$ -
L12												\$ -
L13												\$ -
M1-Media												\$ -
Sp1-Sturgis					0			\$ -				\$ -
Sp2-												\$ -
S1-Supp												\$ -
					944	0	0	\$ 47,200.00	\$ -	\$ -	\$ -	\$ 47,200.00

\$ 47,200.00

EQUIPMENT	Units	Budgeted	410 Expended	402 Expended	Remaining
PBT					\$ -
Video					\$ -
Radar	1	\$ 2,000.00			\$ 2,000.00
		\$ 2,000.00	\$ -	\$ -	\$ 2,000.00

\$ 2,000.00

RESOLUTION NO. 13-247

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE WYOMING TRANSPORTATION DEPARTMENT FOR THE WYOMING HIGHWAY SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM.

WHEREAS, the City of Casper has been approved for a Wyoming Highway Safety Selective Traffic Enforcement grant, in the amount of Forty Nine Thousand, Two Hundred Dollars (\$49,200); and,

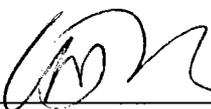
WHEREAS, the City of Casper desires to accept these funds from the State of Wyoming to be used for traffic and DUI enforcement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution authorizing a grant agreement with the Wyoming Transportation Department in the amount of Forty Nine Thousand, Two Hundred Dollars (\$49,200).

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 12, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Kenneth S. King, Fire Chief
SUBJECT: Casper Mountain Fire District Professional Services Contract

Recommendation:

That Council, by resolution, approve a professional services contract with the Casper Mountain Fire District for Fiscal Year 2013-2014, in an amount not to exceed \$7,500 which has been budgeted from the General Fund.

Summary:

This is a renewal of an existing professional services contract between the City of Casper and the Casper Mountain Fire District. This is a standard agreement, and requires the Fire District to maintain proper financial records, and to provide a financial report yearly; comply with all applicable Federal, State, and local laws; and, to indemnify and hold the City harmless in connection with its program.

The Fire District agrees to provide fire protection to all City-owned property on Casper Mountain, equal to that fire protection provided to private property in their district.

The City Attorney's office has reviewed and approved the professional services contract between Casper Mountain Fire District and the City of Casper.

PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF CASPER
AND
CASPER MOUNTAIN FIRE DISTRICT

THIS PROFESSIONAL SERVICES CONTRACT, entered into as of this _____ day of 2013, by and between the CITY OF CASPER, WYOMING, a Municipal Corporation, 200 North David, Casper, Wyoming, hereinafter referred to as the "City," and the CASPER MOUNTAIN FIRE DISTRICT, a Non-Profit Organization, hereinafter referred to as the "District".

WHEREAS, the City desires to obtain fire protection for City-owned lands on Casper Mountain; and,

WHEREAS, the District is willing and able to provide said fire protection; and,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth hereunder, the parties agree as follows:

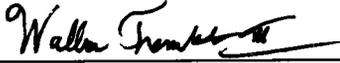
1. The terms of the Agreement shall be for a period of one (1) year, commencing July 1, 2013, and terminating June 30, 2014.
2. The parties agree that the total contract price of services to be provided by the District, as approved and authorized by the City pursuant to review and approval of City's annual budget, shall be the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), payable to the District upon receipt of a signed City voucher, with bills and receipts attached.
3. The District shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an annual financial report to the City following the close of the Fiscal Year.
4. The District agrees to give the City access to all agency records in connection with this agreement (except as provided by law) including, but not limited to, programmatic records and reports. District also agrees to provide quarterly programmatic reports to the City, and to cooperate with on-site monitoring by the City's designee.

5. The District agrees to comply with all applicable federal, state, and local laws and regulations and covenants not to discriminate or engage in any practice that has the effect of discriminating against any person on the basis of religion, race, creed, color, national origin, sex, age, or disability, in furnishing or by refusing to furnish to such person or persons the use of any facility or participation in any program including any and all services, privileges, accommodations, and activities provided thereby. The District agrees to give written assurances to the City of steps taken to ensure an absence of discrimination against the participants in its programs and activities.
6. The District shall not use the funds obtained from the City to attempt to influence legislative body members or for partisan political activity.
7. The District agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), for any claimant for any number of claims arising out of a single transaction or occurrence. Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and Fifty Thousand Dollars (\$50,000.00) for any property. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the City, and that they will not be canceled without thirty (30) days prior written notice to the City. The District shall provide the City with copies of said insurance policies within thirty (30) days after execution of this agreement. The intent of this section is to insure that sufficient funds are available to fully insure the City for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. Section 1-39-118. If the limits set forth in said Statute are altered, the District shall procure insurance to provide the City with full coverage according to said altered limits. The full limits of insurance required by this contract section shall be available to indemnify the City, if necessary. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
8. The District shall indemnify and hold harmless the City against any and all damages to property, or injuries to, or death of any person or persons, and shall defend, indemnify, and hold the City 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.
9. The District agrees to promptly pay, as they become due, all claims, debts, and charges, which it may incur as a result of the program herein contained, and shall hold and save the City harmless of any such claims and debts.
10. This agreement may be renewed for additional one-year increments by mutual written agreement between the parties.

11. This agreement shall be binding upon the parties hereto, their respective successors, and assigns.
12. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

EXECUTED the day and year first set forth above.

APPROVED AS TO FORM:



ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

WITNESSETH:

Secretary/Treasurer

CASPER MOUNTAIN FIRE DISTRICT

President of the Board

RESOLUTION NO. 13-248

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF CASPER AND THE CASPER MOUNTAIN FIRE DISTRICT, FOR FISCAL YEAR 2013-2014.

WHEREAS, the City of Casper desires to obtain fire protection for City-owned lands on Casper Mountain; and,

WHEREAS, the Casper Mountain Fire District is willing and able to provide said fire protection.

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

NOW, THEREFORE, BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 25, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Acceptance of a temporary easement from Five G, LLC, Wyoming Limited Liability Company.

Recommendation:

That Council, by resolution, accept a temporary cul-de-sac easement located on unplatted, and unincorporated property at the northern terminus of River Park Drive in the River Park II Addition to the City of Casper.

Summary:

Five G, LLC has provided a temporary cul-de-sac easement to the City, located at the northern terminus of River Park Drive, in the River Park II Addition. The temporary easement will allow for the construction of a turn-around for vehicles on River Park Drive, which is currently platted as a dead-end street. The easement will terminate at such time as River Park Drive is extended as part of the next phase of development of the area commonly referred to as the River Park subdivision.

A resolution has been prepared for Council's consideration.

TEMPORARY CUL DE SAC EASEMENT

THIS TEMPORARY CUL DE SAC EASEMENT MADE this _____ day of _____, 2013, by Five G, LLC, Wyoming limited liability company, hereinafter referred to as "Grantor," to the City of Casper, Wyoming, a municipal corporation, whose principal offices are located at 200 North David, Casper, WY 82601, hereinafter referred to as "Grantee."

RECITALS:

WHEREAS, Grantor is the owner of certain property located in Natrona County, Wyoming, and Grantee is the municipal corporation which provides public streets for the City of Casper; and

WHEREAS, Grantor is willing to grant to Grantee a temporary cul de sac easement as shown in Exhibit "A" attached hereto, and the Grantee desires to obtain such an easement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the recitals set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **GRANT OF EASEMENT.** Grantor does hereby convey unto the Grantee, for the benefit of Grantee, a temporary cul de sac easement for the purposes of access and turn-around as shown on Exhibit "A" attached hereto and more particularly described on Exhibit "B" attached hereto. The easement shall burden Grantor's property and benefit Grantee.

2. **RESERVATION.** Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the Easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement property to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent or interfere with the Easement granted herein.

3. **TERM OF EASEMENT.** The term of the Easement shall be temporary and shall terminate at such time as River Park Drive is extended as a part of the next phase of River Park Addition. The Grantee shall not use the Easement for any use prohibited by or violative of the terms of this Agreement or applicable laws, rules or regulations. If the Easement is abandoned in writing by the Grantee, then the Easement shall automatically and unconditionally terminate and revert to the then owners of the Property.

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

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Grantor: Five G, LLC
 1916 Begonia
 Casper, Wyoming 82604

To Grantee: City of Casper
Attention: City Manager
201 North David
Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either party, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This Agreement, and any amendments hereto, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

7. **RUNNING OF BENEFITS AND BURDENS; VESTING OF INTERESTS.** All provisions of this Agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this Agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original and together which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

GRANTOR:

FIVE G, LLC

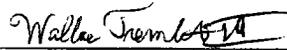
By:  _____
Roman Gazda, Manager

GRANTEE:

CITY OF CASPER, WYOMING, a Municipal Corporation

By: _____, Mayor

Approved as to Form:

 _____

STATE OF WYOMING)
) s.s.
COUNTY OF NATRONA)

The foregoing instrument was acknowledge before me this 12th day of September, 2013, by Roman Gazda, the Manager of Five G, LLC.

WLC ENGINEERING, SURVEYING & PLANNING

200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client FVE G, LLC Address 421 S. CENTER ST., SUITE 201

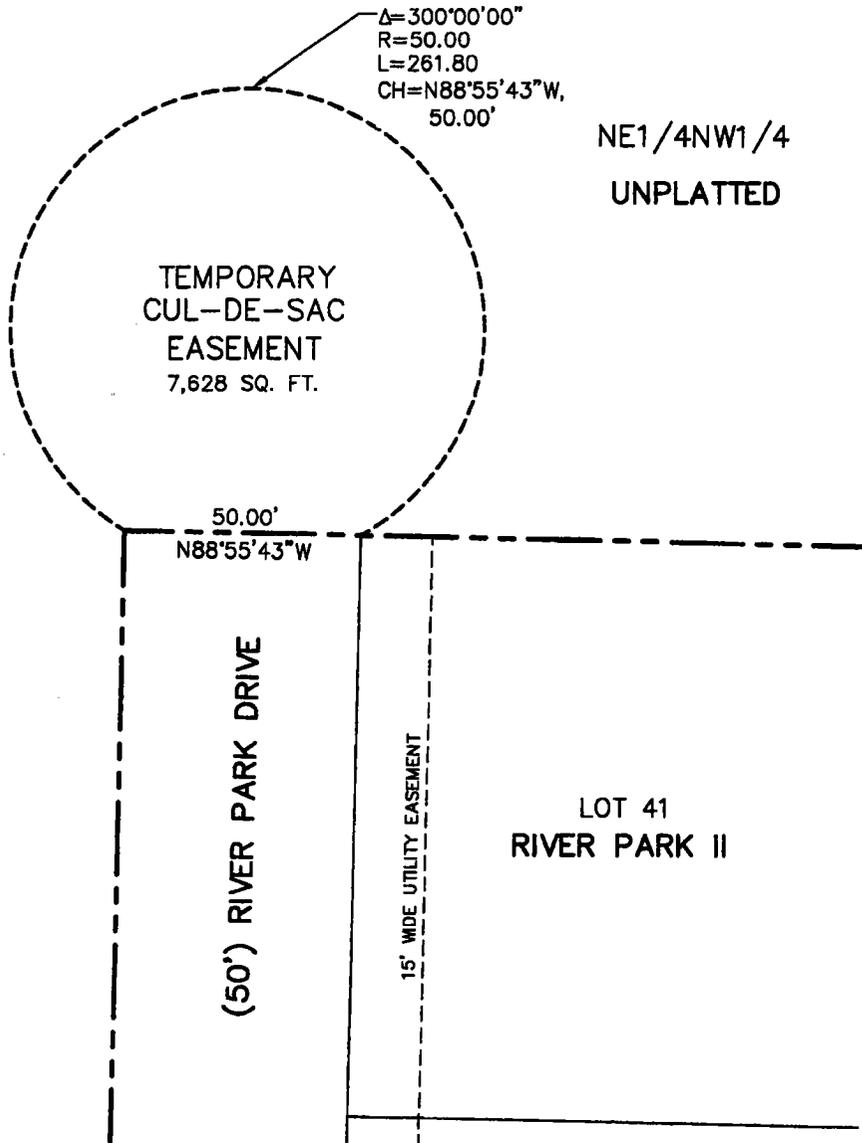
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

NE1/4NW1/4 Section 14, T. 33 N., R. 80 W., 6th Principal Meridian, Wyoming

Lot _____ Block _____ Subdivision _____

City CASPER County NATRONA State WYOMING



0 30'
SCALE: 1"=30'

Date: 8-29-13
W.O. No. 14911
RECORDS
Drawn By: KRM
Acad File: CUL DE SAC EASEMENT

EXHIBIT
tabbiter
A 140





CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

August 29, 2013

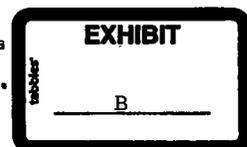
Five G, LLC
421 S. Center St., Suite 201
Casper, Wyoming 82601

W.O. No.: 14911

Description: (Temporary Cul de Sac Easement – River Park II)

A Parcel located in and being a portion of the NE1/4NW1/4, Section 14, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of 50 feet wide River Park Drive, River Park II, an Addition to the City of Casper, Wyoming; thence from said point of Beginning and along the arc of a true curve to the right, having a radius of 50.00 feet and through a central angle of 300°00'00", northeasterly, 261.80 feet and the chord of which bears N.88°55'43"W., 50.00 feet to the northwesterly corner of Lot 41, River Park II and the northeasterly corner of said River Park Drive, River Park II; thence along the southerly line of said Parcel, N.88°55'43"W., 50.00 feet to the Point of Beginning and containing 7,628 square feet, more or less, as set forth by the plat attached and made a part hereof.



RESOLUTION NO. 13-249

A RESOLUTION AUTHORIZING ACCEPTANCE OF A
TEMPORARY EASEMENT FROM FIVE G, LLC.

WHEREAS, Five G, LLC, Wyoming Limited Liability Company, has provided the City with a temporary cul-de-sac easement located on unplatted, and unincorporated property at the northern terminus of River Park Drive, located in the River Park II Addition to the City of Casper; and,

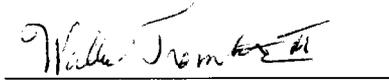
WHEREAS, the purpose of said easement is for the construction of a temporary access and turn-around for vehicles, necessitated because River Park Drive is currently a dead-end street; and,

WHEREAS, the City of Casper desires to accept said temporary cul-de-sac easement, which shall terminate at such time as River Park Drive is extended as part of the next phase of development of the area generally known as the River Park Addition.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the temporary cul-de-sac easement is hereby accepted by the City of Casper, under the written terms of the easement, attached hereto.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

September 25, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Casper Area Metropolitan Planning Organization's (MPO) Memorandum of Understanding for Funding Distribution Agreement

Recommendation:

That Council, by resolution, authorize a Memorandum of Understanding (MOU) Funding Distribution Agreement for metropolitan transportation planning between the Wyoming Department of Transportation (WYDOT) and the Casper and Cheyenne Metropolitan Planning Organizations (MPO).

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is comprised of local government entities in the Casper metro area including the City of Casper, Natrona County, the Towns of Evansville, Mills and Bar Nunn, and the Wyoming Department of Transportation (WYDOT). All members of the MPO have assigned staff representatives to the Technical Committee, and elected officials to the Policy Committee. The MPO is funded by the Federal Highway Administration (FHWA) through WYDOT, and requires a local match to the Federal funding. MPO funding is primarily intended for planning purposes and not for capital construction.

The MPO contracts with the City of Casper to provide staff support and financial management. Over 90% of the budget for the MPO is reimbursed by the Federal government from the FHWA. The other portion is billed to each participating entity, based upon population. The transportation planning studies that are conducted by the MPO address all modes of transportation – transit (bus service), pedestrian, bicycles, automobile, freight, rail and air. Studies that may be conducted are selected by the MPO Policy Committee each year from requests submitted by member jurisdictions.

The Funding Distribution Agreement is between WYDOT, the Casper MPO, and the Cheyenne MPO. As fiscal agents, both municipal governing bodies must approve the Agreement once the MPO Policy Committees have approved the Agreement. The Agreement sets forth the manner in which WYDOT will allocate the federal dollars that the MPO will use to complete the requirements contained in the Master Agreement and additional transportation planning undertaken by the MPO. The federal planning funding is split one third to WYDOT and two thirds to the MPOs, based on population counts calculated from the urbanized census data. The MPO Policy Committee approved the MOU Funding Distribution Agreement at their meeting on September 19th.

A resolution has been prepared for Council's consideration.

**MEMORANDUM OF UNDERSTANDING
FUNDING DISTRIBUTION
FOR
METROPOLITAN TRANSPORTATION PLANNING
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CASPER AND CHEYENNE METROPOLITAN PLANNING ORGANIZATIONS**

Consolidated Planning Grant
FHWA PL and FTA Urban Transit Funds
Natrona and Laramie Counties, Wyoming

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, the Casper Metropolitan Planning Organization known as the Casper Area Transportation Planning Process (CATPP) whose address is 200 North David Street, Casper, Wyoming 82601, and the Cheyenne Metropolitan Planning Organization (Cheyenne MPO) whose address is 2101 O’Neil Avenue, Cheyenne, Wyoming 82001.
2. **Purpose.** This MOU is established for the purpose of providing an administrative means of distributing FHWA planning funds (PL funds) and FTA Section 5303 transit planning funds, via a Consolidated Planning Grant (CPG), for Metropolitan Transportation Planning within the State of Wyoming. The funding formula in this MOU shall be applicable from the date of execution to each fiscal year throughout the duration of MAP-21 (Moving Ahead for Progress in the 21st Century) and continuing resolutions thereafter.
3. **Terms of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either the CATPP or Cheyenne MPO by WYDOT as a result of this MOU.
5. **Responsibilities of WYDOT.**
 - a. WYDOT will pay all CATPP and the Cheyenne MPO monthly CPG requests for reimbursement within thirty (30) days of receipt to WYDOT Planning.
 - b. In accordance with 23 CFR Ch 1. §420.109, WYDOT will distribute FHWA planning funds (PL funds) via the Consolidated Planning Grant (CPG) for Metropolitan Transportation Planning within the State of Wyoming as follows:

MPO Fund Distribution Agreement

CATPP & Cheyenne MPO	66.67%
WYDOT	33.33%

WYDOT will distribute FHWA-PL funds through the Consolidated Planning Grant (CPG) based on decennial Census data. Table 1 provides the percent split of the respective authorization.

Table 1

Metropolitan Planning Organization	Urbanized Population <small>Source: US Census Bureau, 2010</small>	FHWA-PL & 5303 (Percent)
CATPP	64,548 Casper Urbanized Area	47
Cheyenne MPO	73,588 Cheyenne Urbanized Area	53

Based on Table 1, Cheyenne will receive 53 percent (53%) of the 66.67 percent (66.67%) PL funds allocation and Casper will receive 47 percent (47%) of the 66.67 percent (66.67%) PL funds allocation.

PL funding as part of the CPG shall carry a 9.51 percent (9.51%) local match requirement or a local match determined by current legislation. The percent split shall be subject to annual approval by WYDOT Executive Staff. The PL funding amount will be adjusted annually based on the federal funds obligation limitation.

Should the full allocation of PL funds not be needed by the MPO, or if the MPO is unable to match the total PL funding at the beginning of the fiscal year, WYDOT, after consultation with the affected MPO, will redistribute those funds to other statewide planning activities per 23 CFR Ch 1. §420.109.

- c. Per U.S. Code Title 49, III, Ch. 53, Sec. 5303 which states that FTA 5303 funds shall be allocated with a formula that provides an appropriate distribution by means of population of urbanized areas, WYDOT will distribute 5303 transit planning funds through the Consolidated Planning Grant (CPG) based on decennial Census data (Table 1).

The FTA 5303 funding as part of the CPG shall carry a 9.51 percent (9.51%) match requirement. The FTA 5303 funding amount will be adjusted annually based on the federal funds obligation limitation.

Funds are programmed to the cooperating program members during the fiscal year (October 1 - September 30). After consultation with the affected MPO, excessive amounts of funds unexpended, unencumbered, or unobligated at the end of the fiscal year may be reprogrammed for WYDOT's use in the next fiscal year. Unexpended funds are defined as those funds which have not been spent at the end of the fiscal year. Unencumbered or unobligated funds are defined as those funds which have not been

obligated by contract by the end of the fiscal year to complete all or part of a work activity or project listed in the MPO's Unified Planning Work Program.

6. Responsibilities of the CATPP and Cheyenne MPO

- a. The CATPP and Cheyenne MPO's Unified Planning Work Programs (UPWPs) shall be based on this funding allocation. Draft UPWPs will be submitted no later than fifteen (15) days before the end of the fiscal year.
- b. One (1) copy of all draft products and two (2) copies of all final products and documents generated from planning studies accomplished utilizing these funds shall be forwarded to WYDOT for their review and files; and one (1) copy of all draft and one (1) copy of all final products and documents generated from planning studies accomplished utilizing these funds shall be forwarded to FHWA for their review and files.
- c. CATPP and the Cheyenne MPO will provide both annual and quarterly reports of metropolitan planning activities to WYDOT. WYDOT shall make available similar reporting to the MPOs of statewide planning activities utilizing PL funds.
- d. CATPP and the Cheyenne MPO shall adhere to all applicable Code of Federal Regulation requirements involving metropolitan planning.
- e. CATPP and the Cheyenne MPO shall charge separately and keep separate accounting for all city and county business activities not directly related to the function of the MPO. Such activities shall be considered non-reimbursable.
- f. In the event that CATPP or Cheyenne MPO has a justifiable need for additional funds, a written request shall be made to WYDOT specifying the work item(s) proposed for use of the additional funds.
- g. CATPP and the Cheyenne MPO shall adhere to all applicable provisions of their current Master Agreement with WYDOT.

7. General Provisions.

- a. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. **Applicable Law and Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

- c. **Entirety of this Agreement.** This MOU, consisting of five (5) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- d. **Indemnification.** Each party to this MOU shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- e. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- f. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- g. **Governmental and Sovereign Immunity.** The State of Wyoming, WYDOT, the Cities of Casper and Cheyenne and their officers and employees and the MPOs do not waive their sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and all defenses provided by law, including all immunities and defenses available to them as Governmental Entities pursuant to Wyo. Stat. § 1-39-101, *et. seq.*, and all other applicable laws, with respect to any action based on or occurring as a result of this MOU.
- h. **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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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MPO Fund Distribution Agreement

8. **Signatures.** In witness whereof, the parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. This MOU may be executed in more than one (1) copy, however, each copy shall constitute but one and the same MOU.

The effective date of this MOU is the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, below.

CITY OF CASPER (Serving as contract authority for CATPP)

ATTEST:

CITY OF CASPER, WYOMING

V.H. McDonald, City Clerk

Kenyne Schlager, Mayor

Approved as to form:

Wallace Tremont

City Attorney

Date

CITY OF CHEYENNE (Serving as contract authority for Cheyenne MPO)

ATTEST:

CITY OF CHEYENNE, WYOMING

Carol A. Intlekofer, City Clerk

Richard Kaysen, Mayor

Approved as to form:

City Attorney

Date

WYOMING DEPARTMENT OF TRANSPORTATION:

Del McOmie, P.E., Chief Engineer

Date

Approved as to form:

By: _____
Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

Date prepared: 08/07/13

RESOLUTION NO. 13-250

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING FUNDING DISTRIBUTION AGREEMENT FOR METROPOLITAN TRANSPORTATION PLANNING BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT) AND THE CASPER AND CHEYENNE METROPOLITAN PLANNING ORGANIZATIONS (MPO).

WHEREAS, the Funding Distribution Agreement is between WYDOT, the Casper MPO, and the Cheyenne MPO; and

WHEREAS, as fiscal agents, both municipal governing bodies must approve the Agreement once the MPO Policy Committees have approved the Agreement; and,

WHEREAS, this Agreement sets forth the manner in which WYDOT will allocate the federal dollars that the MPO will use to complete the requirements contained in the Master Agreement and additional transportation planning undertaken by the MPO; and,

WHEREAS, the Federal Highway Administration (FHWA) provides planning funding that is split one third to WYDOT and two thirds to the MPOs; and,

WHEREAS, the MPO split is based on population calculated from the urbanized census data.

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 Memorandum of Understanding Funding Distribution Agreement for metropolitan transportation planning.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2013.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation:

ATTEST:

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 25, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Casper Area Metropolitan Planning Organization's (MPO) Updated Master Agreement

Recommendation:

That Council, by resolution, authorize the updated Master Agreement for metropolitan transportation planning between the Wyoming Department of Transportation (WYDOT), the Federal Highway Administration (FHWA), and the Casper Area Metropolitan Planning Organization (MPO).

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is comprised of local government entities in the Casper metro area including the City of Casper, Natrona County, the Towns of Evansville, Mills and Bar Nunn, and the Wyoming Department of Transportation (WYDOT). All members of the MPO have assigned staff representatives to the Technical Committee, and elected officials to the Policy Committee. The MPO is funded by the Federal Highway Administration (FHWA) through WYDOT, and requires a local match to the Federal funding. MPO funding is intended to be used primarily for planning purposes and not for capital construction.

The MPO contracts with the City of Casper to provide staff support and financial management. Over 90% of the budget for the MPO is reimbursed by the Federal government from the FHWA. The other portion is billed to each participating entity, based upon population. The transportation planning studies that are conducted by the MPO address all modes of transportation – transit (bus service), pedestrian, bicycles, automobile, freight, rail and air. Studies that may be conducted are selected by the MPO Policy Committee each year from requests submitted by member jurisdictions.

The Master Agreement for metropolitan transportation planning between the Wyoming Department of Transportation (WYDOT), the Federal Highway Administration (FHWA), and the Casper Metropolitan Planning Organization (MPO) outlines the requirements that the MPO must meet to utilize federal funding. The last Master Agreement was dated 2007. The Master Agreement is only revised as necessary and generally as a result of congressional action that places additional requirements on the MPO. The new MAP-21 Highway Authorization stipulated performance measurement requirements be included in the Agreement per congressional action. The MPO Policy Committee approved the new Agreement at their meeting on September 19th.

A resolution has been prepared for Council's consideration.

**MASTER AGREEMENT
FOR
METROPOLITAN TRANSPORTATION PLANNING
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION,
THE FEDERAL HIGHWAY ADMINISTRATION,
AND THE
CASPER METROPOLITAN PLANNING ORGANIZATION**

MPO Master Agreement
Casper Metropolitan Planning Organization
Natrona County, Wyoming

1. **PARTIES.** This Master Agreement by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, the Casper Metropolitan Planning Organization known as the Casper Area Transportation Planning Process (CATPP, or the Casper MPO) whose address is 200 North David Street, Casper, Wyoming 82601, and its participating jurisdictions consisting of the City of Casper, whose address is 200 North David Street, Casper, Wyoming 82601, the Town of Evansville, whose address is P.O. Drawer 158, Evansville, Wyoming 82636, the Town of Mills, whose address is 704 4th Street, Mills, Wyoming 82644, the Town of Bar Nunn, whose address is 4820 N. Wardwell Industrial Avenue, Bar Nunn, Wyoming 82601, Natrona County Board of Commissioners, whose address is 200 North Center Street, Casper, Wyoming 82601; as well as the Federal Highway Administration (FHWA), whose address is 2617 East Lincolnway, Suite D, Cheyenne, Wyoming 82001-3716, and the Federal Transit Administration (FTA), whose address is 12300 W. Dakota Ave, Suite 310, Lakewood Colorado, 80228.
2. **PURPOSE.** This Agreement is entered into in accordance with 23 U.S.C. §134 and 49 U.S.C. §5303 – 5306 to provide the structure and process for the continuing, cooperative and comprehensive consideration, development and implementation of transportation plans and programs for transportation in the Casper Metropolitan Planning Area (MPA) of the State of Wyoming.
3. **LEGAL AUTHORITY**
 - A. **Federal Transportation Planning Statutes.** 23 U.S.C. §104(f), 23 U.S.C. §134 and 49 U.S.C. §5303 – 5306 provide funding and require designation of a metropolitan planning organization for urbanized areas of at least 50,000 population to carry out a transportation planning process and receive federal funding. Those statutes require the State and the local governments to coordinate the planning and construction of all urban transportation facilities with a continuing, cooperative, and comprehensive transportation planning process.

B. **Metropolitan Planning Organization Designation.** On October 27, 1981, the Governor of the State of Wyoming designated the Metropolitan Planning Organization (MPO) and identified the Casper MPO Policy Committee as the policy body providing the direction of transportation planning in the MPO in accordance with Federal law.

4. **DEFINED TERMS.** As used in this Agreement, the following words and phrases shall have the meanings ascribed unless the context clearly indicates otherwise:

- “Consolidated Planning Grant”, or CPG, is the funding mechanism between WYDOT and the MPO. The CPG consists of the Metropolitan Transportation Planning funds authorized by 23 U.S.C. §134 (“PL Funds”), and Section 5303 Federal Transit Administration planning funds.
- “Consultation” means that one party confers with another in accordance with an established process and, prior to taking action(s), considers that parties views and periodically informs that party about action(s) taken. With development of the Metropolitan Transportation Plan, the MPO shall consult, as appropriate, with State and local agencies responsible for land use management, natural resources, environmental protection, conservation, and historic preservation concerning the development of the transportation plan. The consultation shall involve, as appropriate:
 - A. Comparison of transportation plans with State conservation plans or maps, if available; or
 - B. Comparison of transportation plans to inventories of natural or historic resources, if available.
- “Cooperation” means that the parties involved in carrying out the planning, programming, and management systems processes work together to achieve a common goal or objective.
- “Coordination” means the comparison of the transportation plans, programs, and schedules of one agency with related plans, programs, and schedules of other agencies or entities with legal standing, and adjustment of plans, programs, and schedules to achieve general consistency.
- “FHWA” is the Federal Highway Administration, an operating agency of the United States Department of Transportation.
- “Fiscal Agent” is the entity chosen by the Policy Committee to facilitate purchasing, payroll, and personnel guidance to MPO staff.
- “FTA” is the Federal Transit Administration, an operating agency of the United States Department of Transportation.

- “LRTP” refers to the Long Range Transportation Plan, which is the official, statewide, multimodal, transportation plan covering a period of no less than 20 years developed through the statewide transportation planning process.
- “Major Amendments” are significant changes in the Unified Planning Work Program or Transportation Improvement Program. One or more of the following will constitute a major amendment: (1) cumulative adjustments to the task budget amount that exceed 10 percent of the original approved project budget, (2) the addition of a project requiring an environmental assessment or an environmental impact statement (3) the deletion of a project.
- “Minor Amendments” are non-significant new projects or a non-significant change in an existing project in the Unified Planning Work Program or Transportation Improvement Program. Changes to programs in which no additional funding is required and no changes to scope of services typically constitute a minor amendment.
- “MPA” or “Metropolitan Planning Area” means the geographic area determined pursuant to 23 U.S.C. §134(c) in which the MPO carries out the development and implementation of transportation plans and programs under 23 U.S.C. §134 and the Federal Transit Act §8, respectively (shown in Appendix A to this Agreement).
- “MPO” or “Metropolitan Planning Organization” is the cooperative transportation planning organization for the Metropolitan Planning Area.
- “MTP” refers to the Metropolitan Transportation Plan, which is the official multimodal transportation plan addressing no less than a 20-year planning horizon that is developed, adopted, and updated by the MPO through the metropolitan transportation planning process.
- “PL” is the Metropolitan Transportation Planning funds authorized by 23 U.S.C. §134.
- “Policy Committee” refers to the Policy Committee established in 5.C of this Agreement for the cooperative decision making in accordance with this Agreement.
- “Section 5303” – A Federal Transit Administration grant program fund designed to establish a cooperative, continuous, and comprehensive framework for making transportation investment decisions in metropolitan areas.
- “Selection Committee” is the consultant selection committee used for the determination of hiring consultants for projects within the UPWP.

- “STIP” is the Statewide Transportation Improvement Program, which is the State’s four year, statewide, financially constrained intermodal program of transportation projects. The STIP is consistent with the statewide LRTP, and incorporates the TIP. It is developed pursuant to 23 U.S.C. §135(f) and is approved by WYDOT, the Governor, FTA and FHWA.
- “Technical Committee” established in 5.D of this Agreement for the cooperative review and recommendation of transportation programs and projects to facilitate decision making by the Policy Committee in accordance with this Agreement.
- “TIP” or “MTIP” is the Metropolitan Transportation Improvement Program, which is the MPO four-year, financially constrained program of transportation projects consistent with the MTP for funding Metropolitan Planning Area transportation improvements, updated at least every four years and approved by the MPO Policy Committee and the Governor in accordance with this Agreement.
- “UPWP” is the Unified Planning Work Program, which is the annual operating program detailing funding and responsibilities for transportation planning work tasks within the Metropolitan Planning Area. The UPWP provides for a continuing and comprehensive transportation planning process carried out by MPO.
- “WYDOT” is the Wyoming Department of Transportation.

5. ORGANIZATION AND RESPONSIBILITIES

- A. **Metropolitan Planning Area (MPA) under 23 U.S.C. §134.** The Metropolitan Planning Area specified by 23 U.S.C. §134(c) shall be the geographical area shown on Appendix A to the Agreement incorporated hereto by reference. Provided such boundaries conform to the requirements of 23 U.S.C. §134(c), the MPO and WYDOT may mutually agree to change the boundaries of the Metropolitan Planning Area.
- B. **MPO.** The MPO should represent the cooperative, coordinated and comprehensive multimodal transportation planning process between the affected jurisdictions and State for the development of an MPO Transportation Plan (MTP), Transportation Improvement Program (TIP), and the Unified Planning Work Program (UPWP).

In order to receive and expend federal funding for transportation improvements there must be coordination between the State and the MPO as required by federal regulation. Therefore, the purpose of the MPO is to provide the framework and mechanism for the MPO and the State to jointly develop and implement transportation plans and programs, which will assure compliance with State and Federal transportation planning requirements. The duties and responsibilities

within the MPO are further described in this section.

The MPO is responsible for the metropolitan transportation planning process within the MPA boundaries in accordance with the Unified Planning Work Program approved by the Policy Committee, the State, the FHWA, and the FTA.

For purposes of this Agreement, the MPO is an entity of the City of Casper under the supervision of the City of Casper's Community Development Director. The City of Casper will provide office space for MPO employees. Personnel of the MPO are bound by the City of Casper's personnel policies. The MPO is insured as to liability by the City of Casper through the Wyoming Association of Risk Management.

C. MPO Policy Committee

1. **Membership.** The Casper Policy Committee, hereafter referred to as the "Policy Committee", shall have as members, the District Engineer or State Planning Engineer of the State of Wyoming Department of Transportation, a board member from the area transit provider, Casper area Transportation Coalition, and elected officials or designated representatives from the City of Casper as well as the towns of Mills, Evansville, Bar Nunn; and Natrona County.
2. **Voting.** Voting membership shall consist of one member from the County, one member representing each Town, one member from WYDOT, and two members from the City.
3. **Duties.** The MPO Policy Committee shall have overall responsibility for the implementation of this Agreement, coordination of the MPO's efforts and responsibilities of the Technical Committee, and the ultimate development and adoption of the UPWP, TIP, and MTP. The MPO Policy Committee shall annually set, review and approve goals of the MPO Director and staff. The Policy Committee may appoint other committees as necessary. The MPO Policy Committee shall designate a fiscal agent, shown as Section 18 (Contracting Authority) in this Agreement.

D. MPO Technical Committee

1. **Membership.** The committee shall be composed of one transportation planner and/or one engineer appointed by each local government and WYDOT, as well as a representative from the Casper Area Transportation Coalition, the area transit provider. Changes to representation on the Technical Committee will be approved by the Policy Committee.
2. **Voting.** Each member listed in 5.D.1. above shall have one vote.

3. **Duties.** The Technical Committee shall review and evaluate all MPO plans and documents from a technical standpoint, and make recommendations to the Policy Committee based on technical sufficiency, accuracy and completeness of all plans and programs. All actions of the Technical Committee, including recommendations to the Policy Committee, shall be by a majority vote of the total authorized number of members.

E. MPO Citizens' Transportation Advisory Commission

1. **Membership.** The MPO Citizens' Advisory Commission, hereafter referred to as the "Citizens' Committee", shall be composed of citizens from the City of Casper; the Towns of Mills, Bar Nunn and Evansville; and Natrona County who apply to their respective entity's council or commission and are approved by same. After approval of the appointment is received from the entity's council or commission, the Policy Committee must also approve the appointment. Voting membership shall consist of seven (7) members representing the City of Casper, Five (5) members representing Natrona County, and one (1) member each representing the Towns of Mills, Bar Nunn, and Evansville.
2. **Voting.** Each member listed in 5.E.1 above shall have one vote.
3. **Duties.** The Citizens' Committee members shall serve as representatives to the community and provide a voice for the concerns of citizens in the MPO area. The Citizens' Committee members will also solicit public comment and support on current proposals, plans, programs and regulations. The Citizens' Committee shall also have specific authority to promote special program and project activities as authorized by the Policy Committee for the Casper Area Transportation Planning Process. The Citizens' Committee shall act in an advisory capacity to the Policy Committee through a liaison. This liaison has historically been the chairperson of the Citizens' Committee. All actions of the Citizens' Committee shall be by a majority vote of the quorum present. In the case of email votes, a majority vote of the total authorized number of members, excluding vacancies, shall constitute a decision.

6. KEY PLANS AND PROGRAMS

- A. The MPO is responsible for developing the MTP, TIP, UPWP, Annual Obligation Report, Participation and Consultation Plan, Self-Certifications and Federal Certifications, and the performance based approach to metropolitan transportation planning.

1. **MPO Transportation Plan.** The MPO, in cooperation with the State, is responsible for developing or updating a MTP.
 - a. The MPO shall follow the latest federal planning requirements for the MTP, as prescribed in 23 CFR §450 and 23 U.S.C. §134. The MPO should consider core elements for the development of key transportation plans and programs, as prescribed in 23 CFR §450.
 - b. The MTP shall be updated at least once every five years as required by 23 CFR §450, but may be updated more frequently.
 - c. The MTP shall include a description of the performance measures and performance targets used in assessing the performance of the transportation system in accordance with 6.A.5.

2. **Metropolitan Transportation Improvement Program.** The MPO, in cooperation with the State and public transportation operators, is responsible for developing or updating the TIP.
 - a. The MPO shall follow the latest federal planning requirements for the TIP, as prescribed in 23 CFR §450 and 23 U.S.C. §134. The TIP shall:
 - i. Contain projects consistent with the current metropolitan transportation plan.
 - ii. Reflect the investment priorities established in the current metropolitan transportation plan.
 - iii. Contain a financial plan meeting the requirements of 23 U.S.C. §134 and 23 CFR §450.
 - iv. Be fiscally constrained pursuant to 23 CFR §450.324 with project costs inflated to reflect the expected year of expenditure.
 - v. Once implemented, be designed to make progress toward achieving the performance targets established under 6.A.5.
 - vi. Include, to the maximum extent practicable, a description of the anticipated effect of the transportation improvement program toward achieving the performance targets established under 6.A.5.
 - b. The TIP shall be prepared in cooperation with WYDOT and any affected public transportation operator. WYDOT will provide a

list of programmed state projects along with cost estimates and funding sources for the projects to the MPO within 30 days written notice. WYDOT shall also provide the MPO with a forecast of expected state and federal transportation revenues for the metropolitan planning area.

- c. Once the TIP is compiled and adopted by the MPO Policy Committee, the MPO shall forward the TIP to the State for approval by the Governor. WYDOT shall incorporate the TIP into the STIP. Once complete, WYDOT will forward the STIP to FHWA and FTA for review and approval.
3. **Annual Obligation Report.** Within 90 days after the close of the fiscal year WYDOT and the MPO shall publish an Annual Obligation Report, in accordance with 23 CFR §450.332. The report will contain the projects within the MPO for which Federal highway or transit funds were obligated in the preceding fiscal year. It shall include all federally funded projects, TIP project description, implementing agency, amount of Federal funds requested in the TIP, the Federal funding that was obligated during the preceding year, and the Federal funding remaining and available for subsequent years. WYDOT shall provide the MPO with information necessary to compile the Annual Obligation Report.

4. **Unified Planning Work Program**

- a. The MPO is responsible for developing or adjusting the MPO Unified Planning Work Program. The MPO shall:
 - i. Describe the planning priorities facing the MPA and all the transportation planning and administrative activities to be completed in a fiscal year.
 - ii. Indicate what agency will perform each task, the schedule for completing the work and the resulting products.
 - iii. Provide an estimated cost for all activities within the UPWP and sources of Federal, and matching funds.
 - iv. Ensure early coordination with WYDOT, FHWA and FTA.
- b. WYDOT will submit to the MPO Director in writing the amount of estimated Federal PL and Section 5303 funds and required match ratios, to be made available to the MPO for the next fiscal year. The MPO staff shall develop and implement a UPWP public involvement program, and prepare the UPWP with cooperation of WYDOT and the MPO Technical Committee. Discussions

between WYDOT and the MPO shall take place to determine how the proposed tasks can be accomplished in the most efficient and effective manner. The UPWP shall be reviewed by the Technical Committee, approved by the MPO Policy Committee, and forwarded to WYDOT for concurrence by the FHWA and FTA *prior* to any work being performed. Total funds to be made available for the performance of UPWP work and services shall not exceed the amount specified in the UPWP.

5. **Performance Based Planning**

- a. The MPO is required to establish performance targets that address the United States Department of Transportation's established performance measures in the areas of Safety, Infrastructure Condition, System Reliability, Freight Movement and Economic Vitality, Environmental Sustainability, and Reduced Project Delivery Delays.
- b. The MPO must establish these performance targets not later than 180 days after the State or public transportation operator establishes its performance targets.
- c. Selection of performance targets by the MPO shall be coordinated with WYDOT and public transportation operators to ensure consistency, to the maximum extent practicable.
- d. The MPO is required to integrate into the metropolitan planning process, directly or by reference, the goals, objectives, performance measures, and targets established by the State and the public transportation operator.
- e. The MPO shall prepare system performance reports, as required by 23 U.S.C. §134, evaluating the condition and performance of the transportation system with respect to the performance targets.

6. **Participation and Consultation Plan.** The MPO shall develop and use a documented participation plan, as prescribed in 23 CFR §450.316. The Public Participation Plan shall provide reasonable opportunity for involvement by all interested parties in carrying out the MPO transportation planning and programming process, and providing reasonable opportunities for preliminary review and comment prior to key decision points.

7. **Self-Certifications and Federal Certifications.** Concurrent with the submittal of the TIP to the State, the MPO shall certify that the

metropolitan transportation planning process is being carried out in accordance with all applicable Federal requirements outlined in 23 CFR §450.334.

B. Changes/Amendments to Key Plans and Programs. All changes to key plans and programs must follow WYDOT, FHWA, and MPO regulations and policies, including those for public participation.

1. Major Amendment or Revision

- a. **TIP.** The MPO Policy Committee shall approve major amendments to the Transportation Improvement Plan.
- b. **MTP.** The MPO Policy Committee shall approve major amendments to the MPO Transportation Plan.
- c. **UPWP.** Major changes consist of additional funds to the UPWP budget, or cumulative adjustments that exceed 10 percent of the original approved program budget, or individual changes of \$25,000 or more for a particular task budget, or significant scope changes. Such changes shall be approved by the MPO Policy Committee. The MPO shall be limited to three major amendments to the UPWP per fiscal year.

2. Minor Amendment or Revision

- a. **TIP.** The MPO Policy Committee may approve of minor amendments to the TIP either at the regular meeting or via e-mail. Notification of such amendments will be provided as information to WYDOT and FHWA. WYDOT, FHWA and FTA will be notified as soon as possible of these changes.
- b. **UPWP.** (No additional funding required and no changes to scope). A minor adjustment requires the concurrence of the MPO Policy Committee, either by regular meeting or via e-mail, before becoming effective. WYDOT, FHWA and FTA will be notified as soon as possible of these changes. Cumulative minor amendments to any contracted project within the UPWP shall not exceed MPO contracting authority.

7. FEDERAL PLANNING FUNDING

In accordance with 23 CFR Ch 1. §420.109, WYDOT will distribute FHWA planning funds (PL funds) either directly or via the Consolidated Planning Grant (CPG) for

Metropolitan Transportation Planning within the State of Wyoming. The percent split shall be determined by the MPO Funding Distribution Agreement, subject to final approval by WYDOT Executive Staff. The PL funding amount will be adjusted annually based on the federal funds obligation limitation. PL funding as part of the CPG shall carry a match requirement determined by current legislation.

Should the full allocation of PL not be needed by the MPO, or the MPO is not able to match the total PL funding at the beginning of the fiscal year, WYDOT, after consultation with the affected MPO, will redistribute those funds to other statewide planning activities per 23 CFR Ch 1. §420.109.

Funds are allocated to any of the cooperating program members during the fiscal year (October 1 - September 30). After consultation with the affected MPO, any funds unexpended, unencumbered, or unobligated at the end of the fiscal year may be reprogrammed for WYDOT's use in the next fiscal year.

Unexpended funds are defined as those funds which have not been spent at the end of the fiscal year. Unencumbered or unobligated funds are defined as those funds which have not been obligated by contract by the end of the fiscal year to complete all or part of a work activity or project listed in the UPWP.

8. DIVISION OF COST AND PAYMENT

- A. **Reimbursement.** The maximum amount of Metropolitan Planning Funds available each year for reimbursement to the MPO shall not exceed the budget approved in the UPWP or as amended. WYDOT will make reimbursement within 30 days. Should any portion of the monthly invoice be deemed non-billable, WYDOT will return the invoice promptly for adjustment by the MPO.
- B. **Fiscal Year:** The Casper MPO UPWP fiscal year will be July 1 to June 30.
- C. **Non-Billable Activities.** A methodology should be established to charge non-MPO business directly to the city, county, or towns if applicable. Activities which should not be charged to metropolitan planning funds include, but are not limited to:
 - 1. Studies involving roadways functionally classified as "local roads". In compliance with 49 U.S.C. §5303(f) for the development of metropolitan plans; in identifying transportation facilities that should function as an integrated metropolitan planning system the metropolitan plan must emphasize those facilities that serve important national, regional and metropolitan transportation functions. 23 U.S.C. §134(g) requires emphasis to be primarily on facilities that serve important national and regional transportation functions. Therefore, any project or study primarily focusing on roadways functionally classified as local can only be

addressed using PL funds when the local roadway data or study sustains the regional transportation planning process. Local roadway data collection efforts or studies shall be identified as such will be reviewed for eligibility at the time the Unified Annual Work Program is submitted.

2. Roadway maintenance or operation activities such as condition of signage, striping, signal poles, luminaires, etc. may not be charged to Metropolitan Planning funds. Such activities may be charged if such data is being collected on a metropolitan area-wide basis for direct development of the MPO transportation plan and improvement program or if it is necessary for actual implementation of a Safety Management System consistent with the provisions in 23 CFR §500.
3. Annexation-related activities shall not be charged to Metropolitan Planning funds except as those activities are directly related to transportation.
4. Parks and Recreation-related activities may not be charged to Metropolitan Planning funds except as those activities are directly related to transportation.
5. Zoning, Unified Development Code or development review-related activities shall not be charged to Metropolitan Planning funds except as those activities are directly related to transportation.
6. The Casper MPO shall charge separately and keep separate accounting for all city, town and county business activities not directly related to the function of the MPO. Such activities shall be considered non-reimbursable.

The MPO staff may participate in any of such activities, but reimbursement for staff time should be charged directly to the City, Town or County and not MPO PL or 5303 planning funds.

9. CONSULTANT CONTRACTS

- A. **WYDOT Approval.** The MPO shall coordinate with WYDOT to review the final proposal, Scope of Services, project budget and project management plan. WYDOT will also have an opportunity to serve on the Selection Committee.
- B. **Work Products:** WYDOT will have adequate opportunity to review draft work products prior to review by the Technical and Policy Committees.
- C. **Contract Authority.** The MPO Policy Committee shall designate a fiscal agent, shown as Section 18 (Contracting Authority) in this Agreement.

- 10. AUDIT PROCEDURES.** The MPO shall maintain complete records of all manpower, materials and out-of-pocket expenses, and will accomplish all record keeping in accordance with the following procedures:
- A. In addition to the requirements stated in “10. Audit Procedures”, requirements for audit as defined in 23 CFR §420 and 49 CFR §18 will be used as guidelines. With respect to contract cost principles and procedures, 48 CFR §31 will also be used as a guideline.
 - B. If requested, the MPO shall furnish WYDOT copies of all certified payrolls which shall include the hourly rate for each employee working on the project during the reporting period.
 - C. Time Sheets. Individual time sheets will be maintained reflecting the daily total amount of hours worked and amount of time spent on each task within the program. It is imperative that the hours be traceable to the task. If requested, the MPO shall furnish WYDOT copies of all applicable time sheets within a reasonable time frame.
 - D. Materials. Copies of invoices shall support costs of any purchased materials for the MPO.
 - E. Out-of-Pocket Expenses. Copies of receipts shall support all expenses.
 - F. Record System. The record system will be such that all costs can be easily traceable from all billings through the ledgers to the source document. Each expenditure must be identified with the task within the current approved UPWP.
 - G. Cost Overruns. When expenditures are anticipated to overrun in one UPWP work element, the procedures for budget changes as outlined in Sections 6.B. must be followed.
 - H. Individual consultant contracts or professional services agreements may require a specific audit for that project or agreement. The award of any contract must be made in conformity with applicable Federal and WYDOT contracting procedures approved by WYDOT. This requirement is in addition to any agency-wide audit conducted pursuant to 49 CFR §18 and 19.
 - I. The MPO Program shall be audited as needed by WYDOT Internal Review auditors to insure sound operating practices. The MPO and/or its policy committee agencies, as well as consultants under this Agreement shall maintain all records and accounts relating to its costs and expenditures for the work during any fiscal year for a minimum of three (3) years following receipt of the final payment, and shall make them available for audit by representatives of WYDOT, FHWA and FTA within a reasonable time frame.

J. Any review, which does not meet Federal requirements, will be resolved between the MPO and WYDOT. The financial records relating to a UPWP year may be closed out once FHWA accepts the audit, and final payment adjustments have been made.

11. **INSPECTION OF WORK.** WYDOT, as well as FHWA and FTA, shall at all times be accorded review and inspection of the work and shall at all reasonable times have access to the premises, to all data, notes, records, correspondence, and instruction memoranda or description which pertain to the work involved in the UPWP.

12. **PROGRAM REPORTING REQUIREMENTS**

Reporting UPWP. The MPO shall report regularly upon the status of planning and progress made on projects in the UPWP. Copies of all planning study reports from the UPWPs will be provided to the Policy and Technical Committees for their information. Reporting procedures shall include, but not be limited to, the following:

A. **Quarterly Reports:** A quarterly financial statement and narrative progress report shall be submitted to WYDOT no later than 60 days following the last day of each UPWP fiscal quarter in order to meet the requirements of 49 CFR §18.40 as supplemented by 23 CFR §420.113. Within 30 days of receiving the report, WYDOT will review and approve the report or request modifications. After WYDOT's review and approval the report will be forwarded to FHWA to meet the reporting requirements of 23 CFR §420.

For each task, the percentage complete shall be given as well as the estimated completion date. Explanatory information shall be provided if the estimated completion date differs from the date contained in the UPWP.

If WYDOT staff requests modifications, the MPO shall then convey a revised submittal to WYDOT no later than 30 days from the modification request.

1. A financial statement shall include task and program summary of CPG and local funds/in-kind expended to date and remaining.
2. Narrative progress report shall include:
 - a. A description of work accomplished during the quarter
 - b. Significant events (i.e. travel, training, conferences)
 - c. Milestones reached in sufficient detail to justify the quarterly expenditures.

- B. **Annual Report.** The annual report for the UPWP fiscal year will summarize the pertinent development, activities, and accomplishments of the tasks outlined within the UPWP of the past fiscal year. The annual report will be submitted within 90 days of the end of the fiscal year. The report will contain, as a minimum:
1. A complete comparison of actual performance with established goals.
 2. Status of expenditures comparing budgeted (approved) amounts with actual costs incurred.
 3. Identify overruns and underruns and all information being consistent with UPWP revisions.

For each task, the percentage complete shall be given as well as the estimated completion date. Explanatory information shall be provided if the estimated completion date differs from the date contained in the UPWP.

- C. **Significant Events.** Events that have significant impact on the work program shall be reported as soon as they become known. The types of events or conditions that require reporting include problems, delays or adverse conditions that materially affect the ability to attain program objectives. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any state or federal assistance required resolving the situation.

13. PLANNING REPORTS

- A. **Publication.** Publication of reports or plans by any party to the Agreement shall give credit to other parties, FTA and FHWA. However, if any party, FTA or FHWA does not wish to subscribe to the findings or conclusion of the study, the following statement shall be added:

“The opinions, findings, and conclusions expressed in the publication are those of the authors and not necessarily those of WYDOT, FHWA, or the FTA”.

- B. **Copies.** One draft report will be submitted for review and two final reports (electronic or hard copy) will be submitted for approval to the following agencies:

MPO, City and Town if applicable
Natrona County
WYDOT Planning
WYDOT District Engineer
Federal Highway Administration
Federal Transit Administration

WYDOT and the FHWA reserve a royalty-free, non-exclusive and irrevocable

right to reproduce, publish, or otherwise use, and authorize others to use the work for government purposes.

14. COMPLIANCE WITH TITLE VI, CIVIL RIGHTS ACT OF 1964

The MPO Policy Committee hereby agrees as a condition to receiving any Federal financial assistance from the USDOT to comply with Title VI of the Civil Rights Act of 1964, (78 Statute 252, 42 U.S.C. §2000d – 2000d-4 hereinafter referred to as the “Act”) and all requirements imposed by or pursuant to Title 49 CFR, USDOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the USDOT, Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”), 49 CFR §26 Participation of Disadvantage Business Enterprises in Department of Transportation financial assistance programs, and the Americans with Disabilities Act and other pertinent directives to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or activity for which the MPO Policy Committee receives Federal financial assistance from the USDOT, including FHWA and FTA, and hereby gives assurance that it will promptly take any measure necessary to effectuate this Agreement. This Assurance is required by 49 CFR §21.7A (1).

15. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM REQUIREMENTS

Compliance. The parties, their agents and employees shall comply with the provisions of 49 CFR §26 and Title VI of the Civil Rights Act of 1964. 49 CFR §26 requires that all parties shall agree to abide by 49 CFR §26 and shall include these statements in the MPO Policy Committee USDOT financial assistance agreement and in all subsequent agreements between the MPO Policy Committee and any sub-grantees and any contractor.

16. GENERAL PROVISIONS

- A. **Amendments.** Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Americans with Disabilities Act.** The MPO shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. §12101, et seq., and/or any properly promulgated rules and regulations related thereto.

- C. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- D. **Assignment/Agreement Not Used as Collateral.** No party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other parties. The MPO shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- E. **Assumption of Risk.** The MPO shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. WYDOT will notify the MPO of any state or federal determination of noncompliance.
- F. **Audit/Access to Records.** The MPO may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The MPO shall permit independent auditors, Federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The MPO shall keep audit reports and audit documents on file for three years after the project is complete.
- G. **Availability of Funds.** Each payment obligation of WYDOT 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 MPO, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the MPO at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will 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 WYDOT to terminate this Agreement in order to acquire similar services from another party.
- H. **Compliance with Law.** The MPO shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- I. **Entirety of this Agreement.** This Agreement, consisting of 23 pages, and Appendix A, consisting of one page, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- J. **Human Trafficking.** If required 22 U.S.C. §7104(g) and 2 CFR Part 175, This Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- i. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procures a commercial sex act during the period of time that the award is in effect; or
 - iii. Uses forced labor in the performance of the award or subawards under the award.
- K. **Indemnification.** Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- L. **Kickbacks**
- i. The MPO shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. §874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the MPO 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.
 - ii. The MPO certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.
 - iii. No staff member of the MPO shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
 - iv. If the MPO breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. **Lobbying.** The MPO and all MPO contractors receiving Federal funds shall comply with 49 CFR §20, New Restrictions On Lobbying. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- N. **Nondiscrimination.** The MPO shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, *et seq.* and the Age Discrimination Act of 1975. The MPO shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT responsibilities as required by 23 CFR §200 and 49 CFR §21. The MPO shall comply with Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations and the U.S. Department of Transportation (DOT) Order on Environmental Justice to Address Environmental Justice in Minority Populations and Low-Income Populations (DOT Order 5610.2).
- O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either delivered by hand or certified mail.
- P. **Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Attorney General or his representative.
- Q. **Publicity.** Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the MPO and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall provide a copy of what was shared with WYDOT.
- R. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. **Sovereign Immunity.** The State of Wyoming, WYDOT and the MPO do not waive their sovereign or governmental immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-101 *et seq.* and all other State law. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- T. **Suspension and Debarment.** By signing this Agreement, the MPO certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the debarred vendors list at www.sam.gov. Further, the MPO agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.
- U. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement.

17. GRANT RECIPIENT INFORMATION

- A. **Award Name, Federal Agency, and Catalog of Federal Domestic Assistance Identification.** The Award Name for all federal funding under this Agreement shall be the "Casper Cheyenne MPO Consolidated Planning Grant". All work under this Master Agreement shall be administered by the following federal grantors and cataloged by the following Catalog of Federal Domestic Assistance (CFDA) numbers:
1. Federal Highway Administration, CFDA number 20.205
 2. Federal Transit Administration, CFDA number 20.509

18. CONTRACTING AUTHORITY

The CATPP acts as the Metropolitan Planning Organization for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds as set forth and described in the Agreement; and the participating jurisdictions in the CATPP, from time to time, need to enter into contracts and agreements for carrying out the CATPP's (in its capacity as the MPO) functions and the distribution of funds therefore. The City of Casper shall act as the Custodian of funds for and on behalf of the CATPP; and, the parties hereto desire to appoint the City to act as its Agent for future contracts and fiscal management for and on behalf of the CATPP as hereinafter provided.

- A. **APPOINTMENT OF THE CITY OF CASPER, WYOMING TO ACT AS THE AGENT AND FISCAL MANAGER TO RECEIVE FUNDS AND MAKE DISBURSEMENTS FOR AND ON BEHALF OF THE CATPP**

The parties hereto hereby appoint the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager under the following conditions:

1. That any such contract to be entered into on behalf of the CATPP by the City is approved in writing by a majority of the voting members of the Policy Committee of the CATPP prior to its execution and implementation by the City.
2. That the City, in its capacity as the Fiscal Manager for and on behalf of the CATPP shall not disburse funds for payment of consulting and professional services contracts or for expenditures not otherwise authorized by the CATPP in an approved budget unless authorized in writing by a majority of voting members of the Policy Committee of the CATPP. Upon the City entering into an approved contract, transaction or disbursement of funds, the City shall have all lawful authority to enforce any such contract, and to further make any such authorized disbursements for and on behalf of the CATPP in its capacity as the MPO.

B. AGENCY ACCEPTANCE. The City hereby accepts and agrees to act as the agent of the CATPP in its capacity as the MPO for contract administration and as its Fiscal Manager as set forth herein. Each party hereto reserves the right to terminate this agency appointment of the City as the contract agent and Fiscal Manager for the CATPP upon thirty (30) days written notice to the other party hereto. In the case of the City, the termination notice shall be addressed to "the Attention of the City Manager, City of Casper, 200 N. David, Casper, WY 82601", and in the case of the CATPP, said notice shall be addressed to the voting members of the CATPP Policy Committee.

“THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK”

19. SIGNATURES: In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives have executed this Agreement on the day and date set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement shown below.

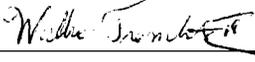
ATTEST:

CITY OF CASPER, WYOMING

V. H. McDonald, City Clerk

By: _____
Kenyne Schlager, Mayor

Approved as to form:



City Attorney

Date

ATTEST:

TOWN OF EVANSVILLE, WYOMING

Janelle Underwood, Town Clerk

By: _____
Phillip Hinds, Mayor

Date

ATTEST:

TOWN OF MILLS, WYOMING

Lisa Whetstone, Town Clerk

By: _____
Marrolyce Wilson, Mayor

Date

ATTEST:

TOWN OF BAR NUNN, WYOMING

Carol Pendley, Town Clerk

By: _____
Jerry Petty, Mayor

Date

ATTEST:

NATRONA COUNTY, WYOMING

Renea Vitto, County Clerk

By: _____
Bill McDowell, Chairman
Board of County Commissioners

Date

FEDERAL HIGHWAY ADMINISTRATION:

By: _____
Joseph Dailey, Division Administrator

Date

FEDERAL TRANSIT ADMINISTRATION:

By: _____
Linda Gehrke, Regional Administrator

Date

ATTEST:

WYOMING DEPARTMENT OF
TRANSPORTATION:

Sandra Scott,
Transportation Commission Secretary

By: _____
Del McOmie, P.E., Chief Engineer

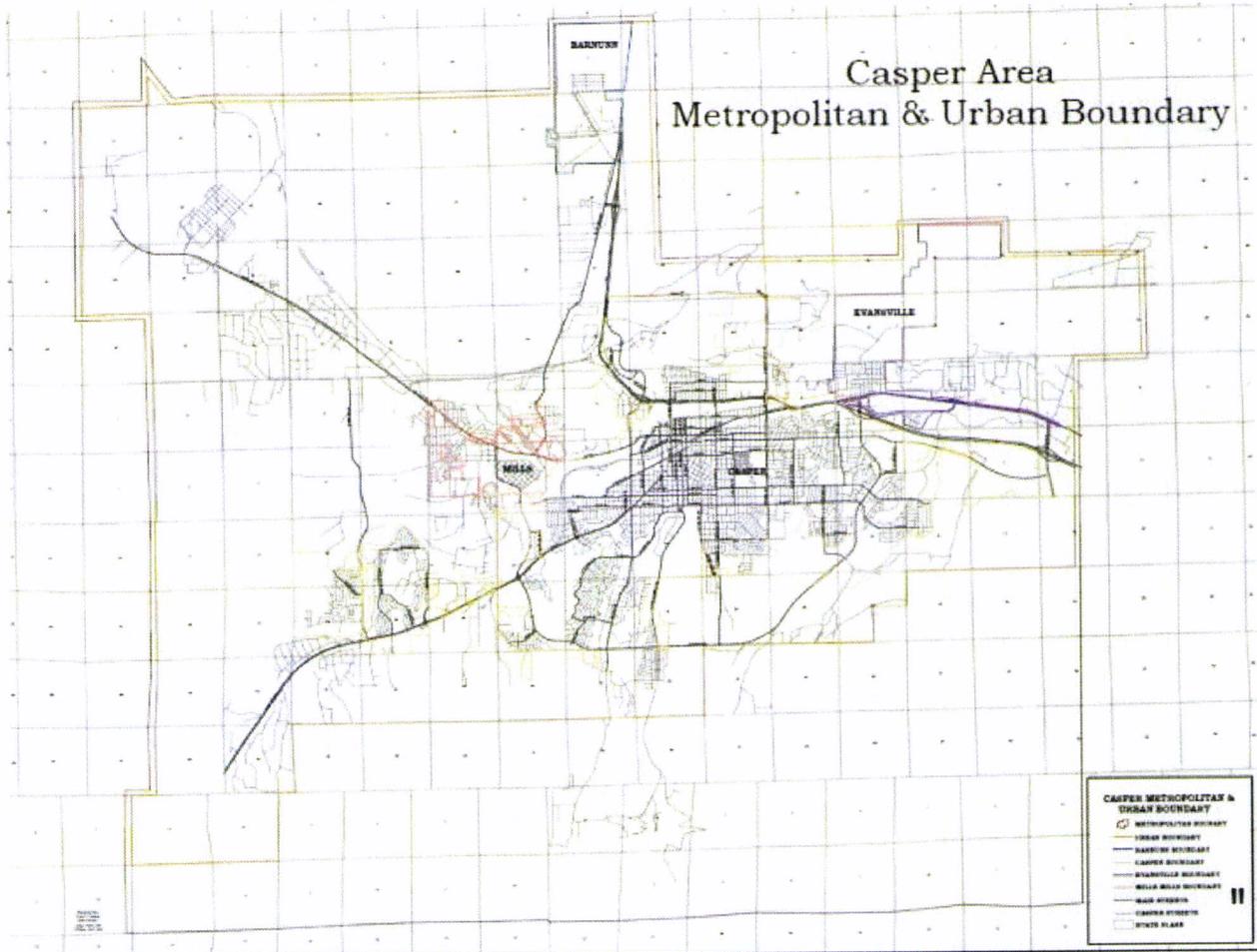
Approved as to form:

Doug Moench,
Assistant Attorney General
State of Wyoming

Date prepared: 09/04/13

APPENDIX A

Metropolitan Planning Area Boundary Map



RESOLUTION NO. 13-251

A RESOLUTION AUTHORIZING A MASTER AGREEMENT FOR METROPOLITAN TRANSPORTATION PLANNING BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT), THE FEDERAL HIGHWAY ADMINISTRATION (FHWA), AND THE CASPER METROPOLITAN PLANNING ORGANIZATION (MPO).

WHEREAS, the MPO was established by Governor Ed Herschler in the early 1980's; and,

WHEREAS, the Master Agreement establishes the fiscal arrangement between WYDOT, the federal partners (FHWA and FTA), and the local entities (Casper, Bar Nunn, Evansville, Mills and Natrona County); and,

WHEREAS, the Master Agreement establishes the MPO structure, required programs: Long Range Transportation Plan (LRTP), Unified Planning Work Program (UPWP), and Metropolitan Transportation Improvement Program (MTIP), and performance measures for the transportation system; and,

WHEREAS, the Master Agreement is only revised as necessary, and generally as a result of congressional action that places additional requirements on the MPO; and,

WHEREAS, the new MAP-21 Highway Authorization stipulated performance measurement requirements that are included in the Agreement per congressional action.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, the Master Agreement for Metropolitan Transportation Planning.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2013.

APPROVED AS TO FORM:

Wallace Trembly

CITY OF CASPER, WYOMING
A Municipal Corporation:

ATTEST:

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

October 1, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director *RH*
David Hill, P.E., Public Utilities Manager
Andrew B. Beamer, P.E., City Engineer *ASJ*
Alex Sveda, P.E., Associate Engineer

SUBJECT: Change Order No. 3 with Viper Underground, Inc.
2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17

Recommendation:

That Council, by resolution, authorize Change Order No. 3 with Viper Underground, Inc., for the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17, in the amount of \$20,250.

Summary:

Viper Underground, Inc., is currently under contract with the City of Casper for the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17. This project replaces 670' of existing 8" sanitary sewer clay pipe with new 8" PVC sanitary sewer pipe.

Change Order No. 3 is necessary to replace an additional 60' of 6" cast iron water main pipe along Washakie Street previously approved by Change Order No. 2. Change Order No. 3 is also necessary to replace 210' of 8" sewer piping with 12" sewer pipe that has been replaced in the alley between Center Street/David Street and 2nd Street/Midwest Street. The 12" line is necessary to provide alternate flow for sewer services in the alley.

Funding for this project is from sewer reserves for an original contract amount of \$169,075. A construction contingency account was recommended in the amount of \$9,000, for a total project amount of \$178,135. The amount of Change Order No. 1 was \$8,850, and reduced the construction contingency to \$150. Change Order No. 2 came from Casper Public Utilities water funds, increasing the contract amount by \$19,300, for a total contract amount of \$197,285, but did not affect the remaining construction contingency.

Funding for Change Order No. 3 will be \$15,950 from sewer reserve funds and \$4,300 from Casper Public Utilities water funds. Approval of Change Order No. 3 will increase the contract amount by \$20,250, for a total contract amount of \$217,535.

Work is scheduled to be completed by October 4, 2013.

A resolution is prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. Three (3)

PROJECT: 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17

OWNER: City of Casper

CONTRACTOR: Viper Underground

ENGINEER: City of Casper

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

Description: Price adjustment (increase) to replace 60 feet of 6 inch cast iron water main pipe on Washakie and to remove and replace 8 inch sewer with twelve inch sewer line in the alley between Center/David Street and 2nd/Midwest Street.

Attachments: Price proposals from Viper Underground.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>169,135.00</u>	Original Contract Time: (days or date) Substantial Completion: September 27, 2013 Final Completion: October 4, 2013
Previous Change Orders No. <u>2</u> to <u>3</u> \$ <u>28,150.00</u>	Net change from previous Change Orders (days): <u>0</u> days
Contract Price prior to this Change Order: \$ <u>197,285.00</u>	Contract Time Prior to this Change Order: (days or date) Substantial Completion: September 27, 2013 Final Completion: October 4, 2013
Net Increase/ Decrease of this Change Order: \$ <u>20,250.00</u>	Net Increase/Decrease of this Change Order: (days) <u>0</u> days
Contract Price with all approved Change Orders: \$ <u>217,535.00</u>	Contract Time with all approved Change Orders: (days or date) Substantial Completion: September 27, 2013 Final Completion: October 4, 2013

ACCEPTED:
By: Gen Arguelo
Contractor

RECOMMENDED:
By: [Signature]
Engineer

APPROVED:
By: _____
Owner

Viper Underground, Inc

Viper Underground Inc
122 Burma Rd.
Riverton, WY 82501

(307)871-3613
viperunderground@gmail.com

Invoice

Date	Invoice #
08/04/2013	1106
Terms	Due Date
Net 30	09/03/2013

Bill To
City of Casper Attn Alex City sewer replacement job

Amount Due	Enclosed
\$158,949.00	

Please detach top portion and return with your payment.

Activity	Amount
• Pay request #1	
• Mobilization	15000.00
• Remove manhole ce-4625	2500.00
• R & R 8" sewer	45.00 pf
• Reinstate sewer services	250.00 @
8" x 4" wyes	420 ' total
	7 @
• flow fill	120.00 c y
• Select Backfill	21.00 c y
• Curb walk	9.00 s f
• 4" pmp and 8" grading w base course	45.00 s y
• temporary signs	7500.00
• manhole caps	100.00@
• pipe bursting	90.00 p f
• R & R 48" sewer manholes	6800.00 @
• water main remove and replace	30.00 l.f
• cut and cap and reconnect	500.00@
• 3/4 water taps	250.00 @
• pipe bedding	40.00 cy
• Reinstate sewer services in alley	500.00 @
8" x 6" wyes and 6" service line	52 yds
	2590 c y
	191 sf
	134 s y
	2
	260 l.f
	2@
	60 l.f
	4 @
	2@
	48 cy
	13@
	10,000.00
	2,500.00
	18,900.00
	1,750.00
	6,240.00
	54,390.00
	1,719.00
	6,030.00
	7,500.00
	200.00
	23,400.00
	13,600.00
	1,800.00
	2,000.00
	500.00
	1,920.00
	6,500.00
Total	\$158,949.00

-C03

Alex Sveda

From: Geno Dangelo <viperunderground@gmail.com>
Sent: Sunday, August 18, 2013 11:54 AM
To: Alex Sveda
Subject: 12" misc sewer pipe

extra cost to remove and replace 8" sewer with 12" sewer line in wander bar alley as needed

140 12" sdr 35 sewer pipe	65.00 per ft	9100.00
12 x 6 wyes 7	750.00@	5250.00
pipe bedding 40 yds	40.00 cy	1600.00
total additional cost		15950.00 - CO3

how does this look alex I am glad it work out thanks geno

RESOLUTION NO. 13-252

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 WITH VIPER UNDERGROUND, INC., FOR WATERLINE REPLACEMENT AND ADDITIONAL SEWER WORK FOR THE 2013 MISCELLANEOUS SANITARY SEWER REPLACEMENT

WHEREAS, Viper Underground, Inc., is under contract with the City of Casper for the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17; and,

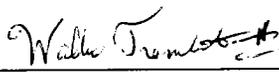
WHEREAS, the City of Casper desires to replace 60' of 6" cast iron water main pipe on Washakie Street, and to replace 210' of 8" sewer piping with 12" sewer piping between Center Street/David Street and 2nd Street/Midwest Street for Change Order No. 3 of the 2013 Miscellaneous Sanitary Sewer Replacement, Project No. 13-17; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute Change Order No. 3 to the agreement between the City of Casper and Viper Underground, Inc., for performing additional work related to the 2013 Miscellaneous Sanitary Sewer Replacement for a contract price increase of Twenty Thousand Two Hundred Fifty Dollars (\$20,250).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Two Hundred Seventeen Thousand Five Hundred Thirty Five Dollars (\$217,535).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

October 1, 2013

TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services with Golder Associates, Inc.
Construction of Casper Regional Landfill Biosolids Composting Facility and Unlined
Construction and Demolition Landfill
Project No. 13-39.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder Associates, Inc., (Golder) to assist the city during the bidding process, and perform construction field oversight for the Casper Regional Landfill (CRL) Biosolids Composting Facility, Project No. 13-39, in the amount not to exceed \$29,954.

Summary:

The CRL permit was renewed and authorized by the Wyoming Department of Environmental Quality Solid & Hazardous Division (WDEQ/SHWD) on March 22, 2012. The WDEQ/SHWD approved CRL permit incorporated a biosolids composting facility and an unlined landfill cell for disposal of inert construction and demolition wastes. The biosolids composting facility and unlined landfill cell are west of the recently constructed landfill cell within the current permitted boundary of the CRL. The purpose of the biosolids facility is to compost biosolids obtained from the City's wastewater treatment plant to generate and store class B compost for use as final cover material for the CRL. It is estimated by the City that the first cells of the CRL will be closing in 2019. No land application or marketing of the generated compost material is proposed.

The biosolids composting facility will eliminate the need to landfill biosolids and will incorporate composting biosolids into final cover for landfill closure projects. The cost benefit analysis for implementing a biosolids composting facility illustrates a significant reduction in costs to both the City's waste water treatment and landfill operations.

The biosolids composting facility was designed in 2008 using three different consulting firms, Terracon, JKC Engineering, and Engineering Design Associates; which created three individual design sets of plans. City staff initiated construction of the biosolids composting facility in 2009 including installation of two lined storm leachate detention ponds, wet well and pumps, and a majority of the grading and earthwork. Due to limited city staff resources and reoccurring high winds city staff has not been able to complete the construction of the biosolids composting facility. The

remaining work includes a significant amount of earthwork, the construction of a water fill station, and water distribution lines.

Golder Associates was awarded the contract to complete a major permit amendment for the CRL as part of a competitive selection process. Several environmental consulting firms participated in the selection process, and Golder was selected as the most qualified with the second lowest cost package. As part of the major permit amendment, Golder designed a new unlined construction and demolition (C&D) landfill cell. .

The new C&D cell will be located immediately west of the current operating landfill cells 1 and 2, and the biosolids facility is located just south of the proposed C&D cell. To save money on these two projects, city staff recommends building both facilities at the same time under one construction contract using the excavated material from the construction of the C&D to complete the earth work at the biosolids composting facility.

Staff recommends awarding a contract for \$29,954 to Golder Associates, Inc., to prepare and combine bid specifications for construction of the unlined C&D landfill cell and biosolids composting facility, to assist city staff with bidding the project, and to provide full-time construction oversight for construction of the unlined C&D landfill cell and biosolids composting facility. Funds are budgeted in this fiscal year's Balefill Fund.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2013, by and between the following parties:

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

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

RECITALS

A. The City is undertaking plans to complete construction of their Biosolids Composting Facility and initiate construction of their unlined construction and demolition landfill cell both located within the Casper Regional Landfill (CRL) permit boundary.

B. The project requires professional services for preparing a bid package and performing construction field oversight.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform professional services in connection with and respecting the project as described in Exhibit "A," which is attached hereto and hereby incorporated herein at this point as though fully set forth.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of December, 2013.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Paragraph 1, not to exceed a lump sum of Twenty-Nine Thousand Nine Hundred Fifty-Four Dollars (\$29,954).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

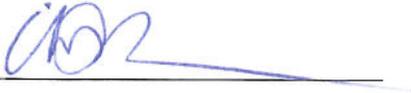
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:
(CRL Biosolids Composting Facility, Proj 13-39)



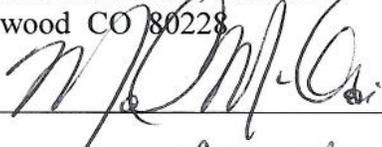
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

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

By:  _____

Printed Name: MARK McCLAIN

Title: PRINCIPAL

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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



September 10, 2013

Reference No. P1300324
City Project Number 13-39

Cynthia M. Langston
City of Casper
200 North David
Casper, Wyoming 82601

RE: SCOPE OF WORK FOR BID PACKAGE COMPLETION AND CONSTRUCTION FIELD OVERSIGHT, CASPER BIOSOLIDS COMPOST FACILITY AND UNLINED CONSTRUCTION & DEMOLITION (C&D) LANDFILL CELL

Dear Cynthia:

As requested, Golder Associates Inc. (Golder) and Solid Waste Professionals of Wyoming (SWPW) (Golder/SWPW) have prepared this scope of work for the City of Casper (Casper). The scope of work includes the following tasks:

- Complete the construction level drawings and specifications for the Casper Biosolids Compost Facility and Unlined Construction and Demolition (C&D) Cell Bid Package;
- Assist the City of Casper during the bidding process, including attending the pre-bid meeting and answering contractor questions during the bid period; and
- Provide full-time construction oversight of the construction of the Biosolids Compost Facility and Unlined C&D Landfill Cell to track measurement and payment quantities, respond to Requests for Information (RFI's), and ensure the work is completed in accordance with the Construction Documents.

A brief scope of work and cost estimate for each task is presented below. A more detailed cost estimate is presented in Exhibit B.

Task 1: Complete Bid Package

Combine the biosolids composting facility design work from three (3) consultants (Terracon, JKC and EDA) and Golder's unlined C&D Landfill Cell design work into one design drawing package. Incorporate Casper's redesign of the biosolids composting facility into a single bid package suitable for bidding/contracting.

Golder anticipates \$9,000 will be required to complete the bid package. This includes incorporating City of Casper review comments, preliminary Contractor review comments, internal senior review comments, and current survey data into the specifications and drawing package.

Task 2: Assistance During Bidding Process

Given the subtleties of the construction work related to the construction previously completed by Casper employees and the work items to be completed by the Contractor, Golder anticipates a lot of questions during the bidding phase. Therefore, Golder and SWPW will provide construction support during the contract bidding process, including attending the pre-bid conference in Casper on October 9th and reviewing and responding to contractor questions during the bid period. Golder requests \$5,000 be allocated for bidding support.

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Golder Associates Inc.
44 Union Boulevard, Suite 300
Lakewood, CO 80228 USA

Tel: (303) 980-0540 Fax: (303) 985-2080 www.golder.com



Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

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Task 3: Construction Field Oversight

Golder and SWPW recommend full-time field oversight of the construction work, based on the complexity of the contract line items relative to earth moving and measurement and payment. Golder and SWPW anticipate a 4-week field effort, and will provide a full-time on-site field engineer to serve as the Owner's Representative during the construction, track measurement and payment quantities, facilitate status updates, process RFI's, and direct the Contractor where necessary. Golder anticipates that \$16,000 will be required for construction field oversight.

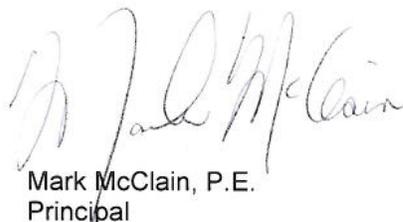
Golder/SWPW will perform the work above on a time and materials basis in accordance with the City's professional services agreement for City project 13-39, Biosolids Bid Support and Construction Oversight. We will complete all tasks by December 31, 2013.

If you have any questions about the above scope of work, please contact Mark McClain at 303-980-0540 or Jeff Rusch at 720-962-3435.

Sincerely,



Jeff Rusch, P.E.
Senior Project Manager



Mark McClain, P.E.
Principal

Attachments: Exhibit B: Estimated Costs for the Completion of the Casper Biosolids Compost Facility and Unlined C&D Cell Bid Package, Bidding Support, and Construction Field Oversight

JR/CL

EXHIBIT B
ESTIMATED COSTS FOR THE COMPLETION OF THE CASPER BIOSOLIDS COMPOST
FACILITY AND UNLINED C&D CELL BID PACKAGE, BID SUPPORT, AND FIELD
CONSTRUCTION FIELD OVERSIGHT

Exhibit B: Estimated Costs for the Completion of the Casper Biosolids Compost Facility and Unlined C&D Cell Bid Package, Bid Support, and Field Construction Field Oversight

				Task 1	Task 2	Task 3
				Completion of Bid Documents	Bid Support	Construction Oversight
<i>PERSONNEL</i>	HOURLY RATE	TOTAL HOURS	TOTAL COST	Estimated Hours	Estimated Hours	Estimated Hours
PROFESSIONAL PERSONNEL						
Project Director	\$170.00	10	\$1,700	6	2	2
Senior Project Manager	\$120.00	66	\$7,920	24	30	12
Staff Scientist/Engineer	\$95.00	40	\$3,800	40	0	0
Field Engineer	\$75.00	172	\$12,900	4	8	160
TOTAL ESTIMATED ENGINEERING COST		288	\$26,320	\$8,000	\$4,540	\$13,780
SUPPORT PERSONNEL						
Clerical/Word Processing	\$70.00	8	\$560	8	0	0
TOTAL ESTIMATED SUPPORT COST		8	\$560	\$560	\$0	\$0
DIRECT JOB COSTS						
Per Diem			\$30	\$0	\$30	\$0
Vehicle			\$1,700	\$0	\$200	\$1,500
Office Service Fee (5% of Labor)			\$1,344	\$428	\$227	\$689
TOTAL ESTIMATED DIRECT COST			\$3,074	\$428	\$457	\$2,189
TOTAL ESTIMATED PROJECT COST			\$29,954	\$8,988	\$4,997	\$15,969

RESOLUTION NO. 13-253

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., TO PREPARE A BID PACKAGE AND PERFORM CONSTRUCTION OVERSIGHT FOR THE CASPER BIOSOLIDS COMPOSTING FACILITY AND UNLINED CONSTRUCTION AND DEMOLITION LANDFILL CELL.

WHEREAS, the Wyoming Department of Environmental Quality, Solid Waste Division (WDEQ/SHWD) issued a Permit for the Casper Regional Landfill (CRL) on March 22, 2012, which includes a biosolids composting facility and an unlined landfill cell for disposal of construction and demolition waste; and,

WHEREAS, the City of Casper desires to enter into a contract for professional services with Golder Associates, Inc., to prepare a bid package and perform construction oversight for the construction of the biosolids composting facility and unlined construction and demolition landfill cell; and,

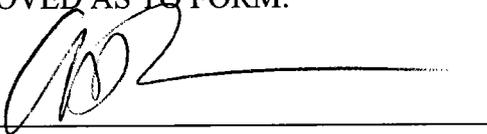
WHEREAS, Golder Associates is able and willing to provide those services, specified as CRL Biosolids Composting Facility Construction, Project No. 13-39.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Golder Associates, Inc., to provide professional consulting services for preparation of a bid package and performing construction field oversight, for the CRL Biosolids Composting Facility and Unlined Construction and Demolition Landfill Cell, Project No. 13-39.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the contract, throughout the project, with funds from the Balefill Cost Center, in the amount of Twenty-Nine Thousand Nine Hundred Fifty-Four Dollars (\$29,954).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

September 18, 2013

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Amendment No. 1 with WWC Engineering
Poplar Street and Midwest Avenue Signal Installation Project, No. 12-56

Recommendation:

That Council, by resolution, authorize Amendment No. 1 to the contract for professional services with WWC Engineering for additional design and construction administration services for the Poplar Street and Midwest Avenue Signal Installation Project, No. 12-56, in an amount not to exceed \$37,500, for a total contract amount of \$287,500.

Summary:

The City of Casper entered into an agreement with Inberg-Miller Engineers October 2, 2012, to prepare plans and specifications for the installation of a traffic signal at the Poplar Street and Midwest Avenue intersection. This contract was terminated by Council at their September 3, 2013, meeting due to lack of performance.

WWC Engineering is currently under contract with the City of Casper for the Midwest Avenue Reconstruction Project. To effectively coordinate the proposed improvements along Midwest Avenue with the signal installation at Poplar Street and Midwest Avenue, it is recommended their contract be amended to complete the signal design started by Inberg-Miller Engineers. WWC has provided a fee of \$37,500 for these additional services. These services include coordination with the Wyoming Department of Transportation, advertising and bidding, construction administration, and sub-consultant fees.

Staff has reviewed WWC Engineer's cost proposal and finds it in order. The amended contract with WWC Engineering will be \$287,500. City staff recommends that Council authorize the contract extension using County Wide Consensus funds available for the project.

A resolution is prepared for Council's consideration.

AMENDMENT NO. 1
TO THE
CONTRACT FOR PROFESSIONAL SERVICES
WITH THE
CITY OF CASPER
FOR ADDITIONAL ENGINEERING SERVICES
FOR THE
POPLAR STREET AND MIDWEST AVENUE SIGNAL INSTALLATION PROJECT
PROJECT NO. 12-56

The City of Casper, Owner, hereby authorizes Amendment No. 1 to the Contract for Professional Services with WWC Engineering for the Midwest Avenue Reconstruction Project, No. 12-68, dated December 18, 2012, to extend the amount of compensation to the Engineer by a sum not to exceed Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00). The total amount of compensation for the contract, including this Amendment, shall not exceed Two Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$287,500.00) without written approval from the Owner.

It is agreed that the increase in the cost ceiling shall be reasonable compensation for performing additional design and construction administration services for the signal installation at Poplar Street and Midwest Avenue, as discussed in a letter from the Engineer to the Owner dated September 18, 2013, attached hereto and marked as Exhibit "A."

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

For the Owner, the City of Casper,

dated this ____ day of _____, 2013.

By: _____
Kenyne Schlager

Title: Mayor

Attest: _____
V.H. McDonald

Title: City Clerk

For the Engineer, WWC Engineering,

dated this 20 day of SEPTEMBER, 2013.

By: 

Title: BRANCH MANAGER

Attest: _____

Title: _____

EXHIBIT A



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

September 18, 2013

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

Dear Andrew:

WWC Engineering is pleased to provide you with the following proposal for engineering services for the Poplar Street and Midwest Avenue Signal Installation.

Scope:

Design Phase: The signal design and layout will be coordinated with the Midwest Avenue Reconstruction project along with WYDOT's future plans for the Poplar St. corridor. WWC will meet with WYDOT's representatives to ensure it meets their standards and future widening of Poplar St. WWC anticipates using WYDOT's standard signal and electrical designs. WYDOT will be provided the plans for review and comment prior to final preparation of bid documents.

The existing signage and striping will be evaluated and recommendations made for the Midwest Ave. and Poplar St. intersection and West Yellowstone and Poplar St. intersection. This proposal does not include design of widening along Poplar Street for addition of a dedicated left turn lane.

Intersection modifications for a right-in right-out intersection will be designed for the West Yellowstone and Poplar St. intersection. The 'pork chop' will include minimal landscaping due to the anticipated Midwest Avenue Reconstruction project which will fully reconstruct West Yellowstone to Poplar. The pork chop will be included as an alternate based on the potential for West Yellowstone to be reconstructed next year as well, contingent upon funding.

The plans will include intersection layouts of the signals, control cabinet, electric service point, conduit, surfacing replacement, signage, striping, WYDOT's standard signal and electrical designs, and the pork chop design. Plans and cost estimates will be provided at 50%, 90%, and 100%.

WWC will prepare and submit the application to obtain a WYDOT E-54 permit.

Project Manual: WWC will prepare the project manual to include the standard City of Casper bid documents and prepare the technical specifications for the project. The City of Casper and WYDOT specifications will be included.

Final Bidding Documents: WWC will prepare and submit 7 copies of the bidding documents including the plan sheets, specifications, and estimates prior to the public advertisement for bids.

Advertising and Bidding Phase: WWC will assist the City of Casper with the advertisement of the project to local contractors and regional plan centers. Copies of the bid documents will be prepared for contractors who request sets. WWC will arrange and conduct a pre-bid conference 10 days prior to opening the bids.

Construction: Construction management will include review of submittals, weekly progress meetings; survey staking, job-site inspection, design interpretations and clarifications, preparation of the final punchlist, and record as-built drawings for the City of Casper.

Schedule: We anticipate being able to complete design phase and have bid package ready for advertising within 60 days of being awarded the project.

WWC proposes to perform this work on a time and materials basis for a cost not to exceed \$37,500. Attached are a detailed Fee Proposal and current Schedule of Charges.

Thank you again for your consideration, and feel free to contact our office if you have any questions or concerns.

Respectfully,



Darrin Tromble, PE
Branch Manager
WWC Engineering

Proposed Fee Schedule City of Casper POPLAR STREET AND MIDWEST AVENUE SIGNAL INSTALLATION WWC Engineering September 18, 2013	Total HRS	Total Labor Cost	Sub- Consultants	Total Expense Cost	Total Labor & Expenses
1. <u>Design Phase</u>	<u>164</u>	<u>\$13,458</u>		<u>\$1,050</u>	<u>\$14,508</u>
A) Surveying and Mapping	22	\$1,898		\$700	
B) Coordinate Signal Modifications with WYDOT	20	\$1,992			
C) Prepare Plans	66	\$5,028		\$200	
D) Prepare Project Manual	26	\$2,164		\$50	
E) Plan Reviews, Revisions and Prepare Final Plans	30	\$2,376		\$100	
2. <u>Advertising and Bidding Phase</u>	<u>23</u>	<u>\$1,982</u>		<u>\$300</u>	<u>\$2,282</u>
A) Advertise Project	4	\$292		\$50	
B) Hold Pre-Bid Conference	5	\$498		\$200	
C) Questions and Addenda	7	\$596			
D) Project Letting and Award	7	\$596		\$50	
3. <u>Construction Administration</u>	<u>155</u>	<u>\$14,296</u>		<u>\$1,450</u>	<u>\$15,746</u>
A) Construction Staking	41	\$3,750		\$1,250	
B) Construction Inspection	100	\$7,864		\$200	
C) Project Completion and Closeout	14	\$1,192			
D) Prepare As-Built Drawings	21	\$1,490			
3. <u>Subconsultants</u>					
A) West Plains Engineering (Traffic Signal Electrical Design)			\$5,000	\$5,000	\$5,000
DESIGN DAYS:	45.4				

\$ 37,536

Total Design Fee Upset Amount: \$37,500.00

Note: Hourly rates used for calculation of labor costs are shown on the attached 2013 Schedule of Charges

Signed: 

Date: 9-18-13

Title: BRANCH MANAGER



2013 SCHEDULE OF CHARGES

PERSONNEL	HOURLY FEE	PERSONNEL	HOURLY FEE
Principals of Firm	\$117.00	CADD Manager	\$75.00
Senior Technical Advisor	\$132.00	CADD Designer	\$71.00
Professional, Level 6	\$114.00	CADD Operator 2	\$68.00
Professional, Level 5	\$111.00	CADD Operator 1	\$62.00
Professional, Level 4	\$104.00	Technician Supervisor	\$75.00
Professional, Level 3	\$97.00	Technician 3	\$69.00
Professional, Level 2	\$91.00	Technician 2	\$65.00
Professional, Level 1	\$83.00	Technician 1	\$51.00
Systems Analyst 2	\$69.00	Administrative Specialist	\$62.00
Systems Analyst 1	\$61.00	Administrative Assistant	\$49.00
EXPENSES	FEE	ENVIRONMENTAL MONITORING	FEE
Subcontractors	Cost + 15%	Organic Vapor, O ₂ /LEL Meters	\$40/day
Equipment/Supply Purchases for Client	Cost + 15%	Water Level/Interface Probes	\$50/day
Personal Travel Expenses	Cost	Disposable Bailers	\$10/each
Vehicle Mileage	80¢/mile (\$25/day min.)	Turbidity, pH, Conductivity, DO Meters	\$50/day
		Hydrolab Meter	\$300/day
OFFICE	FEE	High Capacity In-Line Filters	\$25/each
Photocopies	12¢/page	Low Capacity In-Line Filters	\$15/each
Large Format Photocopies	60¢/sq. ft.	Disposable No-Purge Sampler- Large	\$50/each
Drawings- Large Format Plots	\$11/sheet	Disposable No-Purge Sampler- Small	\$35/each
Drawings - 11"x 17"	\$1.30/page	Current Meters	\$30/day
Facsimiles	\$1/page	Water Level Recorders	\$30/day
Expendables	Cost	Personnel AQ Monitor	\$30/day
		Bailing Cord	\$.08/foot
FIELD EQUIPMENT	FEE	SURVEYING EQUIPMENT	FEE
Data Logger With Single Transducer	\$80/day	GPS	\$350/day
Additional Transducers	\$25/day	GeoXH GPS	\$50/day
Generator	\$100/day or \$250/week	Total Station	\$25/hour
Fluids Pump	\$100/day or \$250/week	Robotic Total Station	\$35/hour
Air Compressor	\$50/day or \$150/week	Differential Levels, etc.	\$15/hour
ATV	\$120/day or \$390/week	Underground Line Locator	\$100/day
Power Hand Auger	\$15/hour		
Troxler Nuclear Density Gauge	\$20/Test (min. 3 tests)		

This schedule of charges shall be in effect from January 1 through December 31, 2013. These rates are subject to an annual adjustment to be determined by WWC Engineering and shall become its prevailing rates for the ensuing year.

RESOLUTION NO. 13-254

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR THE POPLAR STREET AND MIDWEST AVENUE SIGNAL INSTALLATION PROJECT.

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

WHEREAS, additional design and construction administration services are required to complete the signal installation project at Poplar Street and Midwest Avenue; and,

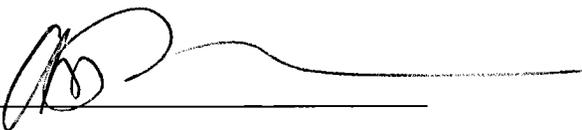
WHEREAS, the City of Casper desires to extend the scope of work with WWC Engineering to provide these additional services, and WWC Engineering is able and willing to provide those services as specified in Amendment No.1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the contract for professional services between the City of Casper and WWC Engineering for additional design and construction administration services associated with the Poplar Street and Midwest Avenue Signal Installation Project, in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to an additional amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500), for a total contract amount of Two Hundred Eighty-Seven Thousand Five Hundred Dollars (\$287,500).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

October 1, 2013

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Access and Utility Easement to Natrona County School District No. 1
Lincoln Elementary School

Recommendation:

That Council, by resolution, grant an access and utility easement to the Natrona County School District No. 1 for access and installation of utilities across City of Casper property for service to the Lincoln Elementary School.

Summary:

Natrona County School District No. 1 is requesting an easement across City of Casper property for access and installation of utilities to serve the new Lincoln Elementary School. The new school will be built adjacent to the Boys and Girls Club and baseball fields of East "K" Street. The property is located across a portion of Lot 1 of the Field of Dreams Addition to the City of Casper. The lot is currently leased to the Boys and Girls Club. The utilities will be installed by the school district which will be responsible for ongoing ownership and maintenance.

A resolution is prepared for Council's consideration.

ACCESS & UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the Grantor, hereby grants to the Natrona County School District No.1, whose principal offices are located at 970 N. Glenn Road, Casper Wyoming 82601, hereinafter referred to as the Grantee, a perpetual access and utility easement for access and the construction, maintenance, repair, replacement, and removal of underground utilities over, across and under the following described land located in the County of Natrona and State of Wyoming, to-wit:

See Exhibit "A"

Grantor also grants the right of ingress and egress to and from the said land for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the utilities located on the easement property.

Grantee shall restore all areas disturbed for the purposes of laying out, constructing, inspecting, operating, maintaining, and replacing the utilities on the easement property to pre-existing conditions, or better.

Dated this _____ day of _____, 2013.

APPROVED AS TO FROM:


CITY OF CASPER, WYOMING, A
MUNICIPAL CORPORATION,
GRANTOR:

By: _____
Kenyne Schlager
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this ____ day of _____, 2013 by Kenyne Schlager, as the Mayor of the City of Casper, Wyoming, a Municipal Corporation.

Notary Public

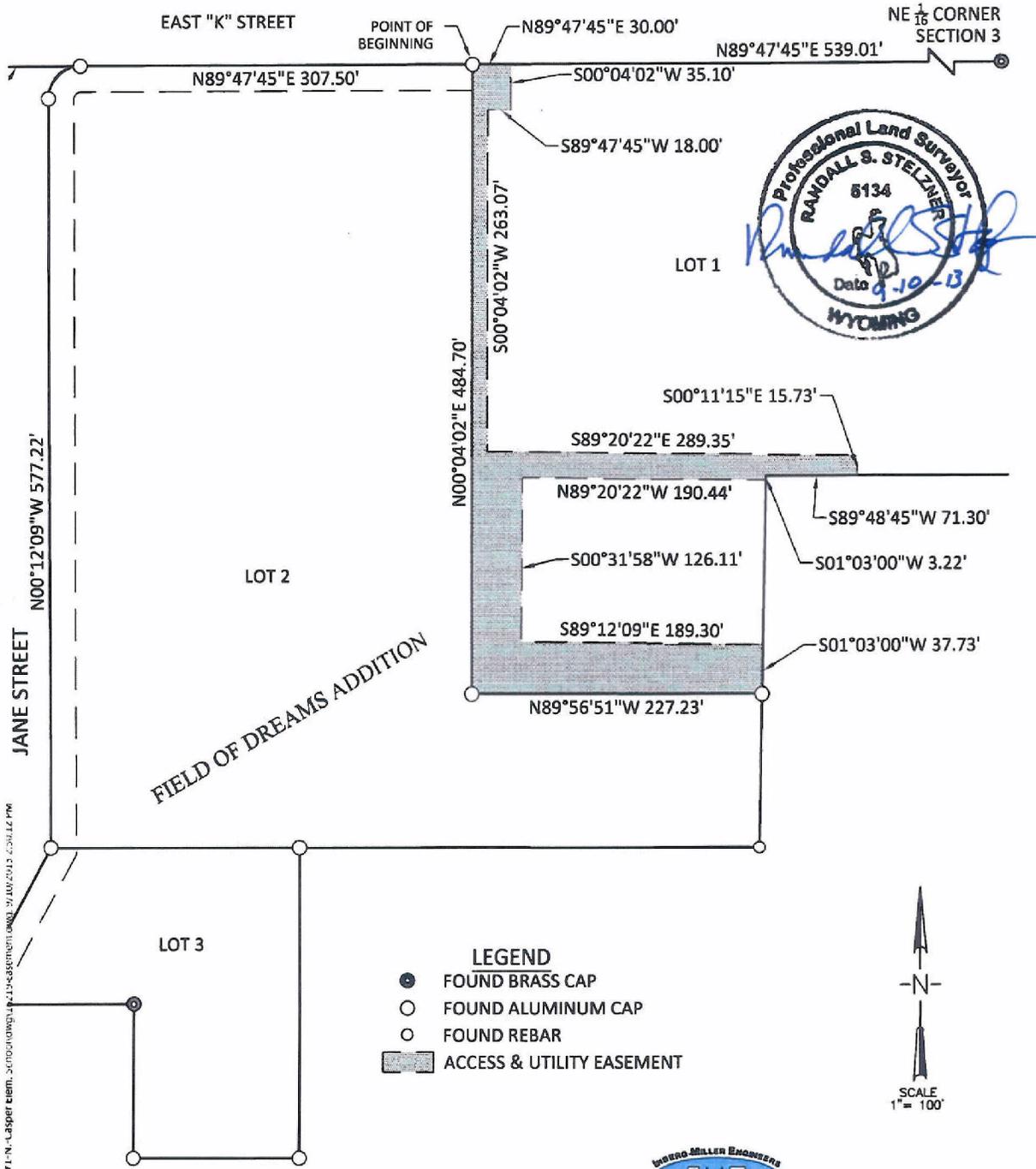
My Commission Expires: _____

**EXHIBIT "A"
ACCESS & UTILITY EASEMENT
CITY OF CASPER**

A parcel of land designated as an access and utility easement situate within Lot 1, Field of Dreams Addition, a subdivision located within the SW¼ NEX, Section 3, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being recorded as Document Number 930890 in the office of the Natrona County Clerk and Records in Casper, Wyoming, as shown on this Exhibit attached hereon and by this reference made a part hereof, being more particularly described as follows:

Commencing at the northwest corner of said Lot 1, being a found aluminum cap and the POINT OF BEGINNING of this access and utility easement description, from which the NE¼ corner of said Section 3, being a found brass cap bears N89°47'45"E, 539.01 feet; thence from said POINT OF BEGINNING N89°47'45"E, 30.00 feet; thence S00°04'02"W, 35.10 feet; thence S89°47'45"W, 18.00 feet; thence S00°04'02"W, 263.07 feet; thence S89°20'22"E, 289.35 feet; thence S00°11'15"E, 15.73 feet to intersect a southerly line of said Lot 1; thence S89°48'45"W along said southerly line, 71.30 feet; thence S01°03'00"W along an easterly line of said Lot 1, 3.22 feet; thence N89°20'22"W, 190.44 feet; thence S00°31'58"W, 126.11 feet; thence S89°12'09"E, 189.30 feet to intersect said easterly line; thence S01°03'00"W along said easterly line, 37.73 feet to a corner common to Lot 1 and Lot 2 of said Field of Dreams Addition; thence N89°56'51"W along a southerly line of said Lot 1, 227.23 feet; thence N00°04'02"E, 484.70 feet to the Point of Beginning. Said access and utility easement contains 23,821 square feet, or 0.55 acres, more or less, and is subject to all easements, rights-of-way and restrictions of record.

I, Randall S. Stelzner, a Professional Land Surveyor of the State of Wyoming, do hereby state that the above described property was surveyed under my direction by Travis D. Ferguson during October, 2012 and that the accompanying map is correct to the best of my knowledge.



ACCESS & UTILITY EASEMENT

Page 1 of 1

LOT 1 FIELD OF DREAMS ADDITION
SW¼NEX SECTION 3, T.33 N., R.79 W., 6th P.M.
CASPER, WYOMING

124 East Main Street Riverton, WY 82501 307-856-8136
1120 East C Street Casper, WY 82601 307-577-0806
350 Parsley Boulevard Cheyenne, WY 82007 307-635-6827
428 Alan Road Powell, WY 82435 307-754-7170
193 West Flaming Gorge Way Green River, WY 82935 307-875-4394



INBERG-MILLER ENGINEERS

206Book:

Page Nos.

File: 16219 Easement.dwg

September 9, 2013

RESOLUTION NO. 13-255

A RESOLUTION GRANTING AN ACCESS AND UTILITY EASEMENT TO THE NATRONA COUNTY SCHOOL DISTRICT NO. 1 FOR ACCESS AND UTILITY INSTALLATION ACROSS CITY PROPERTY.

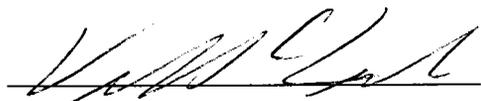
WHEREAS, the Natrona County School District No.1 is requesting an access and utility easement across City of Casper property for service to the new Lincoln Elementary School; and,

WHEREAS, the City of Casper has determined that the use of said City-owned property will not unreasonably interfere with the use thereof by the City.

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 access and utility easement for access and installation of utilities across City property, by Natrona County School District No. 1, more particularly described in said easement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

Memorandum

TO: Her Honor, the Mayor, and Members of the City Council

FROM: John C. Patterson, City Manager

DATE: September 26, 2013

SUBJECT: Real Estate Improvement Reimbursement Agreement with the Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc.

Synopsis:

The Boys and Girls Club (BGC) should be reimbursed for the value added to the city-owned property located immediately to the west of their "K" Street building.

Background:

The City was approached by the School District to purchase the acreage to the west of the BGC for the construction of a new North Casper Elementary School. The City wished to support this endeavor but all the land was under lease to the BGC. In fact, the BGC had use of this property for many years and did extensive cleanup in and around 2005. The cleanup was significant, as was the installation of a storm drain and sprinkler system. The BGC did not want to stand in the way of the new school but did seek reimbursement of their investment in the land.

Given issues regarding the difficulty to find detailed records from the time frame of the cleanup, our engineering staff calculated the value of the improvements. That value is \$107,463.43 and should be paid to the BGC for their effort in making the property saleable and adding this value to it.

Recommendation:

Reimburse the Boys and Girls Club for the calculated value of the improvements they made to city-owned property immediately west of their "K" Street building. That value is \$107,463.43.

REAL ESTATE IMPROVEMENT REIMBURSEMENT AGREEMENT

This Real Estate Improvement Reimbursement Agreement is entered into this ____ day of _____, 2013 by and between the City of Casper, Wyoming, a municipal corporation, whose principle offices are located at 200 North David, Casper, Wyoming 82601, hereinafter referred to as the "City," and the Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc., a Wyoming non-profit corporation, 1701 East K Street, Casper, Wyoming 82601, hereinafter referred to as the "Foundation", the City and the Foundation collectively referred to as the "Parties".

RECITALS

WHEREAS, the City had previously leased real property to the Foundation for its use for the Boys and Girls Clubs of Central Wyoming and the services it provides to the youth of the community, which facility is located at 1701 East K Street within the City of Casper, Wyoming; and,

WHEREAS, the Natrona County School District No. 1 desires to construct and locate a new school adjacent to the property leased by the City to the Foundation, which construction required the sale of certain real property by the City to the School District for this purpose; and,

WHEREAS, the lands desired by the School District also included a portion of property previously leased by the City to the Foundation; and,

WHEREAS, through an "Amendment No. 2 of Lease Agreement" (the "Lease Amendment") entered into on March 6, 2012 between the City and the Foundation, the Foundation released, at no cost to the City, a portion of its leased premises (hereinafter the "Property") to the City for its sale to the School District for the construction of the school as set forth above, said Lease Amendment being incorporated herein at this point as if fully set forth; and,

WHEREAS, the Foundation, prior to releasing the Property under the Lease Amendment had made numerous improvements to the Property in the way of landscaping and irrigation improvements; and,

WHEREAS, at the time the Lease Amendment was entered into for the release of the Property from the lease, the City, and the Foundation had committed to making a later agreement for reimbursement to the Foundation for its expenses incurred in making the landscaping and irrigation improvements to the Property; and,

WHEREAS, the Parties have arrived at the sum to be reimbursed to the Foundation from the City for the improvement expenses incurred by the Foundation as described above, and the Parties desire to enter into this Agreement for the reimbursement thereof.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual promises and covenants contained herein, hereby agree by and between them as follows:

ARTICLE I: INCORPORATION OF RECITALS

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

ARTICLE II: LANDSCAPE AND IRRIGATION EXPENSE REIMBURSEMENT

The City hereby agrees to pay to the Foundation the total sum of ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS AND FORTY-THREE CENTS (\$107,463.43) for reimbursement to the Foundation for its expenses in making the above described landscaping and irrigation improvements to the City's Property.

The City agrees to make this reimbursement within ten (10) days following the approval of this Agreement by all parties hereto.

ARTICLE III: RELEASE OF CLAIMS

The Foundation hereby accepts the sum of ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS AND FORTY-THREE CENTS (\$107,463.43) in full settlement of any and all claims the Foundation now has, or may have in the future, relating to the Property, and hereby releases the City, its Mayor and City Council, City Manager, and its officers, employees and agents from any and all liability and claims therefore.

ARTICLE IV: MISCELLANEOUS PROVISIONS

Each party executing this Agreement hereby states they have the requisite authority on behalf of their respective principles to bind their principles to each and every term of this Agreement.

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

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

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq.*, and the City specifically reserves the right to

assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

ATTEST:

BOYS AND GIRLS CLUBS OF
CENTRAL WYOMING ENDOWMENT
FOUNDATION, INC.
A Wyoming Non-Profit Corporation:

Sadie Carson
Secretary

George Benson
President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by Kenyne Schlager as Mayor of the City of Casper, Wyoming.

Witness my official hand and seal:

Notary Public

My commission expires: _____

RESOLUTION NO. 13-256

A RESOLUTION APPROVING A REAL ESTATE
IMPROVEMENT REIMBURSEMENT AGREEMENT
WITH THE BOYS AND GIRLS CLUBS OF CENTRAL
WYOMING ENDOWMENT FOUNDATION, INC.

WHEREAS, the City had previously leased real property to the Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc. (the Foundation) for its use for the Boys and Girls Clubs of Central Wyoming and the services it provides to the youth of the community, which facility is located at 1701 East K Street within the City of Casper, Wyoming; and,

WHEREAS, the Natrona County School District No. 1 desires to construct and locate a new school adjacent to the property leased by the City to the Foundation, which construction required the sale of certain real property by the City to the School District for this purpose; and,

WHEREAS, the lands desired by the School District also included a portion of property previously leased by the City to the Foundation; and,

WHEREAS, through a lease amendment entered into on March 6, 2012 between the City and the Foundation, the Foundation released, at no cost to the City, a portion of its leased premises (hereinafter the "Property") to the City for its sale to the School District for the construction of the school as set forth above; and,

WHEREAS, the Foundation, prior to releasing the Property under the lease amendment had made numerous improvements to the Property in the way of landscaping and irrigation improvements; and,

WHEREAS, at the time the lease amendment was entered into for the release of the Property from the lease, the City, and the Foundation had committed to making a later agreement for reimbursement to the Foundation for its expenses incurred in making the landscaping and irrigation improvements to the Property; and,

WHEREAS, an Agreement has been negotiated and prepared for the City to pay the Foundation the sum of One Hundred Seven Thousand Four Hundred Sixty-three Dollars and Forty-three Cents (\$107,463.43) for reimbursement of the improvement expenses incurred by the Foundation as described above.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized, and the City Clerk to attest, a Real Estate Improvement Reimbursement Agreement between the City and the Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc. as described above.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 25, 2013

MEMO TO: John C. Patterson, City Manager

FROM: William C. Luben, City Attorney

SUBJECT: Approval of "Amendment No. 3 of Lease Agreement" with the Boys & Girls Clubs of Central Wyoming Endowment Foundation, Inc. to conform a meets and bounds legal description of the leased property to its newly platted legal description.

RECOMMENDATION:

That Council authorize an "Amendment No. 3 to Lease Agreement" with the Boys & Girls Clubs of Central Wyoming Endowment Foundation, Inc. in order to conform the meets and bounds description of the leased property to its description as is now contained and set forth in the plat of the Field of Dreams Addition to the City of Casper, Wyoming.

SUMMARY:

The City leased land to the Boys & Girls Club on October 1, 2002. At that time, the property was not platted, and the description of the property leased was a meets and bounds description. Since that time, the Boys & Girls Club released a portion of the property in order to allow the City to transfer the released portion to Natrona County School District No. 1 for the construction of a new school.

A plat of the property now owned the School District and the Boys & Girls Club has been prepared and filed, being the Field of Dreams Addition to the City of Casper, Wyoming. In order to keep clarity in the titles of the properties still leased by the Boys & Girls Club and that owned by the School District, it is necessary to amend the legal description in the lease with the Boys & Girls Club to delineate the property leased by them by its "lot" designation, being Lot 1 of the Field of Dreams Addition.

A Lease Amendment has been prepared for Council's consideration and approval.

AMENDMENT NO. 3 OF LEASE AGREEMENT

This Amendment No. 3 of Lease Agreement is entered into this ____ day of _____, 2013, between the City of Casper, Wyoming, a municipal corporation, whose principal offices are located at 200 N. David, Casper, Wyoming 82601, hereinafter referred to as “Lessor,” and Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc., a Wyoming non-profit corporation, 1701 East K Street, Casper, Wyoming 82601, hereinafter referred to as “Lessee,” the Lessor and Lessee collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Lessor entered into a Lease Agreement, dated October 1, 2002, (the “Lease Agreement”), with the Boys and Girls Clubs of Central Wyoming as the original Lessee therein (later amended to the Boys and Girls Clubs of Central Wyoming, Inc.) wherein Lessor leased to said Lessee a tract of land as described therein for an initial term of twenty-five (25) years; and,

WHEREAS, the Parties, subsequent to entering into the Lease Agreement, entered into two amendments of the Lease Agreement, the first amendment being an “Amendment of Lease Agreement and Consent to Assignment” entered into on November 4, 2003 hereinafter referred as the “Amendment No. 1) and an “Amendment No. 2 of Lease Agreement” being entered into on March 6, 2012 (hereinafter referred to as Amendment No. 2), said amendments being incorporated herein at this point as if fully set forth; and,

WHEREAS, Amendment No. 1 (to which a copy of the Lease Agreement was attached) was recorded in the real estate records of Natrona County as Instrument Number 730492 on November 7, 2003, with Amendment No. 2 being recorded in the real estate records of Natrona County as Instrument Number 924222 on March 7, 2012; and,

WHEREAS, the Boys and Girls Clubs of Central Wyoming, Inc., has, with the consent of the Lessor, assigned all of its right, title and interest in and to the Lease Agreement as amended to the Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc., which is now the current Lessee under the Lease Agreement as amended; and,

WHEREAS, the property leased by the Lessee has not, until recently, been formally platted, and the Lease Agreement (as amended) has always used meets and bounds descriptions to identify the real property leased thereunder; and,

WHEREAS, Amendment No. 2 was entered into in order to release certain property from the Lease Agreement as amended in order that the property so released could be transferred by the Lessor to the Natrona County School District No. 1 for its use in the construction of a new school at this location; and,

WHEREAS, the lots now owned by Natrona County School District No. 1, and that which is still under lease to the Lessee under the Lease Agreement (as amended) are delineated on the Plat of “Field of Dreams Addition” to the City of Casper, Wyoming, being a Subdivision

of a portion of the SW1/4NE1/4, Section 3, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, said plat being recorded as Instrument No. 930890 on June 26, 2012, hereinafter referred to as the "Field of Dreams Addition;" and,

WHEREAS, Natrona County School District No. 1 owns Lots 2 and 3 of the Field of Dreams Addition, and the Lessee is leasing Lot 1 of said Addition; and,

WHEREAS, Article II of Amendment No. 2 provided that the Parties would agree to amend the legal description of the leased property to conform with the formal platting of the property; and,

WHEREAS, the Parties desire to amend the Lease Agreement (as previously amended) to provide that the description of the real property under lease by the Lessee is Lot 1 of the Field of Dreams Addition, and that the Lessee disclaims any right, title, or interest in or to Lots 2 or 3 of said Addition.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual promises and covenants contained herein, hereby agree by and between them as follows:

ARTICLE I: INCORPORATION OF RECITALS

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

ARTICLE II: LEGAL DESCRIPTION AMENDMENT

The Parties now hereby amend Article I of the Lease Agreement as previously amended, to substitute the following legal description for the legal description set forth therein to define the real property being leased by the Lessee:

LOT 1 OF THE FIELD OF DREAMS ADDITION TO THE CITY OF CASPER,
NATRONA COUNTY, WYOMING.

Said parcel being subject to any and all reservations, easements and rights of way, or servitudes of record or as may otherwise exist.

The Lessee hereby disclaims any interest in or to Lots 2 and 3 of the Field of Dreams Addition to the City of Casper, and hereby quit claims any right, title, or interest in or to said Lots 2 and 3 to the Natrona County School District No. 1, 970 North Glenn Road, Casper, Wyoming.

**ARTICLE III: RATIFICATION OF LEASE AGREEMENT
AS PREVIOUSLY AMENDED**

The Parties hereby ratify the Lease Agreement, dated October 1, 2002, as previously amended and as further amended hereby. All other terms and conditions of the Lease Agreement as previously amended, not otherwise amended hereby shall remain unchanged and shall remain in full force and effect between the Parties.

This Amendment No. 3 of Lease Agreement shall be recorded in the real estate records of Natrona County, Wyoming.

ARTICLE V: MISCELLANEOUS PROVISIONS

Each party executing this Agreement hereby states that they have the requisite authority on behalf of their respective principals to bind their principals to each and every term of this Agreement.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 of Lease Agreement on the date first above written.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

BOYS AND GIRLS CLUBS OF
CENTRAL WYOMING ENDOWMENT
FOUNDATION, INC.
A Wyoming Non-Profit Corporation

ATTEST:

Sadie Carson
Secretary

George Benson
President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this ___ day of _____, 2013, by Kenyne Schlager as Mayor of the City of Casper, Wyoming.

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this ___ day of _____, 2013, by George Benson as President of the Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc., a Wyoming non-profit corporation.

Notary Public

My commission expires: _____

RESOLUTION NO.13-257

A RESOLUTION APPROVING "AMENDMENT NO. 3 OF LEASE AGREEMENT" WITH THE BOYS AND GIRLS CLUBS OF CENTRAL WYOMING ENDOWMENT FOUNDATION, INC. TO CONFORM THE LEASE LEGAL DESCRIPTION WITH THE PLATTING OF SAID PROPERTY.

WHEREAS, the City entered into a Lease Agreement, dated October 1, 2002, (the "Lease Agreement"), with the Boys and Girls Clubs of Central Wyoming as the original Lessee therein (later amended to the Boys and Girls Clubs of Central Wyoming, Inc.) wherein the City leased to said Lessee a tract of land as described therein for an initial term of twenty-five (25) years; and,

WHEREAS, subsequent to entering into the Lease Agreement, the parties entered into two lease amendments, the first amendment being an "Amendment of Lease Agreement and Consent to Assignment" (entered into on November 4, 2003, hereinafter referred as the "Amendment No. 1) and an "Amendment No. 2 of Lease Agreement" (being entered into on March 6, 2012, hereinafter referred to as Amendment No. 2), said amendments being incorporated herein at this point as if fully set forth; and,

WHEREAS, Amendment No. 1 (to which a copy of the Lease Agreement was attached) was recorded in the real estate records of Natrona County as Instrument Number 730492 on November 7, 2003, with Amendment No. 2 being recorded in the real estate records of Natrona County as Instrument Number 924222 on March 7, 2012; and,

WHEREAS, the Boys and Girls Clubs of Central Wyoming, Inc., has, with the consent of the City, assigned all of its right, title and interest in and to the Lease Agreement (as amended) to the Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc., which is now the current Lessee under the Lease Agreement as amended; and,

WHEREAS, the property leased by the Lessee has not, until recently, been formally platted, and the Lease Agreement (as amended) has always used meets and bounds descriptions to identify the real property leased thereunder; and,

WHEREAS, Amendment No. 2 was entered into in order to release certain property from the Lease Agreement in order that the property so released could be transferred by the City to the Natrona County School District No. 1 for its use in the construction of a new school at this location; and,

WHEREAS, the lots now owned by Natrona County School District No. 1, and that which is still under lease to the Lessee under the Lease Agreement (as amended) are delineated on the Plat of "Field of Dreams Addition" to the City of Casper, Wyoming, being a Subdivision of a portion of the SW1/4NE1/4, Section 3, Township 33 North, Range 79 West of

the Sixth Principal Meridian, Natrona County, Wyoming, said plat being recorded as Instrument No. 930890 on June 26, 2012, hereinafter referred to as the "Field of Dreams Addition;" and,

WHEREAS, Natrona County School District No. 1 owns Lots 2 and 3 of the Field of Dreams Addition, and the Lessee is leasing Lot 1 of said Addition; and,

WHEREAS, Article II of Amendment No. 2 provided that the parties would agree to amend the legal description of the leased property to conform with the formal platting of the property; and,

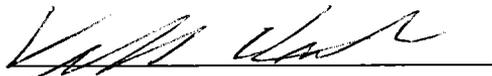
WHEREAS, the parties desire to amend the Lease Agreement (as previously amended) to provide that the description of the real property under lease by the Lessee is Lot 1 of the Field of Dreams Addition, and to further provide that the Lessee disclaims any right, title, or interest in or to Lots 2 or 3 of said Addition; and,

WHEREAS, an "Amendment No. 3 of Lease Agreement" has been prepared to conform the Lease legal description to the current platting of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, "Amendment No. 3 of Lease Agreement" between the City and the Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc. to conform the Lease legal description to the current platting of the property.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 16, 2013

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director
Jason C. Shellabarger, Fleet Maintenance Manager
SUBJECT: Authorize Purchase of One All-Terrain Vehicle

Recommendation:

That Council, by minute action, authorize the purchase of one all-terrain vehicle (ATV) from Alpine Motorsports, Mills, Wyoming, to be used in the Hogadon Division of the Leisure Services Department, in the amount of \$14,040.

Summary:

Sealed bids for one new ATV were requested from local dealers. On September 9, 2013, one bid was received from Alpine Motorsports. The bid is as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Trade-In</u>	<u>Total</u>
Arctic Cat TRV 700XT	Alpine Motorsports	\$14,040	\$0	\$14,040

The recommended Arctic Cat ATV is the only bid received and meets all the necessary specifications. This purchase will replace unit #121276, which will be placed in the next surplus auction.

This Hogadon Division vehicle will be funded through the Hogadon FY14 capital replacement budget.

September 16, 2013

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director
Jason C. Shellabarger, Fleet Maintenance Manager
SUBJECT: Authorize Purchase of One New Snowmobile

Recommendation:

That Council, by minute action, authorize the purchase of one new snowmobile from Alpine Motorsports, Mills, Wyoming, to be used in the Hogadon Division of the Leisure Services Department, in the amount of \$13,509.

Summary:

Sealed bids for one new snowmobile were requested from local dealers. On September 9, 2013, one bid was received from Alpine Motorsports. The bid is as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Trade-In</u>	<u>Total</u>
Arctic Cat TRV 700XT	Alpine Motorsports	\$13,509	\$0	\$13,509

The recommended snowmobile is the only bid received and meets all the necessary specifications. This purchase will replace unit #121278, which will be placed in the next surplus auction.

This Hogadon Division vehicle will be funded through the Hogadon FY14 capital replacement budget.

September 17, 2013

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director
Jason C Shellabarger, Fleet Maintenance Manager
SUBJECT: State Bid Purchase, One New Single- Axle Dump Truck with Body

Recommendation:

That Council, by minute action, authorize the purchase of a state bid 2014 Mack, single-axle cab and chassis, and a Henderson, 4 yard dump, truck body from CMI-Teco, of Casper, Wyoming, to be used in the Parks Division of the Public Services Department, in the amount of \$90,199, before trade-in.

Summary:

Over the years, the City has purchased specific vehicles by utilizing the state bid process to lower the cost of vehicles purchased. This year we are requesting to purchase one Mack single-axle cab and chassis and one Henderson 4 yard dump truck body.

<u>Quoted Item</u>	<u>Division</u>	<u>Base Cost</u>	<u>Vendor</u>	<u>Trade-in Value</u>	<u>Total Cost</u>
(1) 2014 Mack GU432 single-axle cab and chassis	Parks	\$80,017	CMI-Teco	\$6,500	\$73,517
(1) 2014 Henderson 4 yard dump truck body	Parks	\$10,182	CMI-Teco	N/A	\$10,182

These purchases will be for the Parks Division for the replacement of unit #083174.

This vehicle with body will be funded through the Optional 1%#14 Capital Equipment Fund.