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REGULAR COUNCIL MEETING

Tuesday, October 21, 2014

6:00 p.m.

COUNCIL POLICY PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE OCTOBER 7, 2014, REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 15, 2014.
4. CONSIDERATION OF BILLS AND CLAIMS
5. PUBLIC HEARINGS
 - A. Minute Action
 1. Issuance of a new Restaurant Liquor License No. 29 for **JJM CW Hospitality, Inc.**, d.b.a. Denny's Diner Located at **4220 Hospitality Lane**.
 2. Transfer of Ownership of Retail Liquor License No. 8 from **Crossroads Views**, to Z-Financial Administration Management, d.b.a. **Elevations Located at 1121 Wilkins Circle**.
 3. **Cancel Public Hearing and Re-establish November 4, 2014, as Public Hearing Date** for Consideration of the Same.
 - a. Amending **Chapters 17.08 and 17.96** of the Casper Municipal Code Pertaining to **Digital Signage**.
6. SECOND READING ORDINANCES
 - A. Consent
 1. **Rocky Mountain Packing Subdivision, located at 700 Hereford Lane**; and rezoning said property from Natrona County Zoning Classification (HI) Heavy Industrial to City Zoning Classification M-2 (General Industrial).
 2. Consideration of Annexation, Vacation and Replat of Tracts 37 & 38, Dowler No. 3 Subdivision, to Create the **DMK Subdivision, Located at 5300 CY Avenue**; and Zoning said Property From Natrona County Classification C (Commercial) to City Zoning Classification C-4 (Highway Business).
 3. Consideration of Annexation of the Tracts No. 8, 8B, 9, 10, 11 and 12 of **Rocky Mountain Packing Subdivision**, excepting the north 109.47 feet, of Tracts No. 8 and 9, to the City of Casper, **located east of Hereford Lane and south of Bryan Evansville Road**; and Zoning Said Property, From Natrona County Zoning Classifications LI (Light Industrial) and HI (Heavy Industrial), to City Zoning Classification M-2 (General Industrial).

6. SECOND READING ORDINANCES (CONTINUED)

4. Consideration of Annexation of the Northerly 109.47 Feet of Tracts 8 and 9 of Rocky Mountain Packing Subdivision; and a Vacation and Replat of all of Tract 7B of Shoshone Addition to the City of Casper, to Create the **Kinco Addition** to the City of Casper, located at the **Southeast Intersection of Hereford Lane and Bryan Evansville Road**; and Zoning the Northerly 109.47 feet of Tracts 8 and 9 of Rocky Mountain Packing Subdivision From County Zoning Classifications Light Industrial (LI) and Heavy Industrial (HI) to City Zoning Classification M-2 (General Industrial).

7. FIRST READING ORDINANCE

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

8. RESOLUTIONS

- A. Consent
 1. Authorizing **Acceptance of a Grant with Wyoming Wildlife and Natural Resource Trust** to Fund Riparian and Aquatic **Restoration of the North Platte River** In the Amount of \$2,000,000.
 2. Authorizing **Acceptance of a Grant with Wyoming Business Council** to Fund **River Restoration Construction in the Morad Park Area** as Part of the Platte River Revival in the Amount of \$500,000.
 3. Authorizing **Acceptance of a Grant from the Office of the Attorney General**, to Provide **Funds to Victim Service Providers** for Fiscal Year 2015 in the Amount of \$62,009.
 4. Authorizing a **Purchase and Installation Contract** with **Communication Technologies** for Equipment in the Amount of \$30,599.50.
 5. Authorizing Agreement with **Harris Waste Management Group, Inc.**, Related to Issues with the **Operation of City Balers** Project.
 6. Supporting **Application of Town of Mills** to the State Loan and Investment Board for a Mineral Royalty Grant, for the **Mills West Belt Loop Water System Improvements** Project in the Amount of \$170,248.
 7. Authorizing Utility Service and Repair **Permit with Wyoming Department of Transportation** for Triton Well Service, at **700 Hereford Lane**.

8. RESOLUTIONS (CONTINUED)

8. Approving a **Party Wall Agreement** between the **City of Casper**, Midwest Urban Development, LLC and the Casper Artists Guild, Inc.
9. Approving **Amendments to the PUD** (Planned Unit Development) Guidelines for the **Centennial Hills Village** Addition.
10. **Approving a Vacation and Replat** of Lot 8, Block 1, Luker Landmark Addition to **Create Blackmore Market Addition** No. 12, Located North of East 2nd Street.
11. Approving a Contract Between the City of Casper, on Behalf of the Casper Area Metropolitan Planning Organization, and **Peaks to Plains Design, P.C.**, in the Amount of \$50,000 for **the I-25 Entryways and Beautification** Project. (Tentative)
12. Approving a Natrona County Plat, **“AQUA Tech Simple Subdivision,”** a Vacation and Replat of Tracts A through F, **Northridge Addition** and Being Portions of S1/2SE1/4, Section 20, T.34N, R79W, 6th P.M., Natrona County.
13. Authorizing a Contract for Professional Services with **WHN Two, LLC**, for **Management of Building B on Lifesteps** Campus.
14. Authorizing the **Mayor to sign** the September 30, 2014, **State Small Business Credit Initiative Certification** on Use-Of-Allocated Funds.
15. Authorizing a Five (5) Year Contract with **Fire House Software of Xerox Solutions**, in an Amount not to Exceed \$13,640 Per Year, for the Installation and Maintenance of **Fire House Software** Residing in the Cloud.

9. MINUTE ACTION

A. Consent

1. **Rejecting Bid** Received for the Casper Raw Water Irrigation Improvements; **Alluvial Well Field Project.**

10. COMMUNICATIONS

A. From Persons Present

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

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
October 7, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, October 7, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hopkins, Sandoval, Schlager and Mayor Meyer. Absent: Councilmen Hedquist and Powell.

Moved by Councilman Hopkins, seconded by Councilman Schlager, to, by minute action, excuse the absence of Councilmen Hedquist and Powell. Passed.

Mayor Meyer, along with two Boy Scouts, led the audience in the Pledge of Allegiance.

Moved by Councilman Cathey, seconded by Councilman Schlager, to, by minute action, approve the minutes of the September 16, 2014, regular Council meeting, as published in the Casper-Star Tribune on September 26, 2014. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Hopkins, to, by minute action, approve payment of the October 7, 2014, bills and claims, as audited by City Manager Patterson. Passed.

Bills & Claims
10/07/14

5TrailsRotary	Services	\$65.00
71Construction	Projects	\$127,824.08
A Dalasio	Refund	\$29.88
A Gregory	Refund	\$39.05
A Ham	Reimb	\$154.00
A Munoz	Reimb	\$148.00
A Nelson	Reimb	\$237.50
AAALandscaping	Services	\$73.98
ActionGlass	Services	\$240.00
Adbay	Services	\$3,577.50
AdvancedThermalSolutions	Services	\$925.70
AirCycleCorp	Goods	\$6,216.00
Airgas	Goods	\$303.61
AltitudeRecycling	Goods	\$20,100.00
AMBI	Services	\$1,612.62
AmericanCivilConstructors	Projects	\$62,710.50
AmericanEagleCleaning	Services	\$3,650.00
Amerigas	Goods	\$228.20
AmocoReuseJointPowersBoard	Funding	\$5,096,520.00
AtlanticElec	Services	\$11,406.00
B Brook	Refund	\$5.66
B Davis	Refund	\$73.58
B Jasmann	Services	\$61.75

BankOfAmerica	Goods	\$294,470.62
BoettcherTrinklein	Goods	\$86.14
BoomtownSweeping	Services	\$1,577.20
Burns&McDonnellEngineering	Services	\$8,879.69
BustardsFuneralHome	Refund	\$65.00
BWilladson	Reimb	\$39.36
C Boyle	Reimb	\$21.51
C Hadlock	Reimb	\$188.00
C Hazelton	Refund	\$30.54
C Lake	Reimb	\$498.00
C Meyer	Refund	\$44.99
C Richards	Refund	\$12.81
Caselle	Services	\$125.00
CasperCoyotes	Refund	\$150.00
CasperRadioGroup	Services	\$500.00
CasperWildcatz	Refund	\$500.00
CasperYouthBaseball	Refund	\$2,000.00
CATC	Funding	\$127,128.00
CDWGVmt	Goods	\$15,615.87
CentralPaint&Body	Services	\$937.60
Centurylink	Services	\$12,995.93
Charter	Services	\$450.00
ChiefHonestJohn	Goods	\$95.20
Citizen	Refund	\$350.00
CivilEngineeringProfessionals	Refund	\$4,637.15
ClerkCircuitCourt	Services	\$1,559.80
ClerkDistrictCourt	Services	\$160.00
CMcCain	Reimb	\$75.00
CMITeco	Goods	\$5,400.00
CNICHealthSolutions	Services	\$72,020.24
CollectionCenter	Services	\$396.62
CommTech	Goods	\$19,720.67
Comtronix	Services	\$91.90
CopperleafBuilders	Refund	\$56.89
CowdinCleaning	Services	\$172.36
CrawfordLaw	Services	\$290.00
CrimeSceneInfo	Services	\$86.25
CTIofWyoming	Projects	\$250.00
D Martinson	Refund	\$46.15
D Ruiz	Services	\$115.00
DaleBuckinghamArchitects	Projects	\$4,214.50
DaveLodenConstruction	Projects	\$612.00
DavidsonFixedIncome	Services	\$6,870.64
Dell	Goods	\$3,721.85
DeltaDental	Services	\$2,924.80
DesertMtn	Goods	\$139,675.45

E Anthony	Reimb	\$148.00
E Becher	Reimb	\$380.00
E Johnson	Refund	\$49.21
E Morgan	Refund	\$20.62
E Yonker	Refund	\$47.26
EmergencyMedPhysicians	Services	\$162.00
F Sisco	Refund	\$13.38
FirstData	Services	\$7,011.83
FirstInterstateBank	Services	\$3,454.88
FirstInterstateCreditCard	Services	\$1,621.08
FirstInterstatePettyCash	Goods	\$576.80
G Kassay	Reimb	\$541.42
G Merrell	Reimb	\$148.00
GigaspanSolution	Refund	\$50.85
GolderAssociates	Services	\$6,153.38
Granicus	Services	\$725.00
GrizzlyExcavating	Projects	\$153,813.69
GSGArchitecture	Services	\$7,058.87
H Owens	Reimb	\$148.00
Haas	Supp	\$24,093.90
HewlettPackard	Goods	\$3,191.24
HighCountryConstruction	Projects	\$154,764.50
HighPlainsConstruction	Goods	\$16,933.12
Homax	Goods	\$76,423.18
HornerConstruction	Refund	\$504.06
HusseySeating	Goods	\$15,000.00
InbergMillerEngineers	Services	\$3,087.00
InteractiveHealth	Services	\$145,130.00
IntermountainSlurrySeal	Projects	\$7,261.50
Intrafinity	Contract	\$7,500.00
ISC	Services	\$62,317.06
J Byrd	Refund	\$20.04
J Gerhart	Reimb	\$47.25
J Griffith	Refund	\$30.16
J Hamilton	Refund	\$46.66
J Hewitt	Refund	\$7.92
J Leblanc	Refund	\$47.73
J Lundell	Refund	\$12.44
J Patterson	Reimb	\$50.00
J Sansoucie	Refund	\$20.64
J Shellabarger	Reimb	\$6.48
J Tiller	Reimb	\$1,018.72
J Yates	Reimb	\$296.00
JenkinsMachineShop	Goods	\$210.00
JKCEngineering	Services	\$2,649.50
JTLGroup	Services	\$1,855.83

K Lazarus	Refund	\$58.67
K Linn	Refund	\$200.00
K Stanley	Refund	\$200.00
K Wiese	Refund	\$22.88
KCWY-TV	Services	\$75.00
KnightsOfColumbus	Refund	\$50.00
KVR	Services	\$8,698.69
L Binnie	Refund	\$85.62
L Boatright	Refund	\$220.50
L Compton	Refund	\$60.17
L Neiberger	Refund	\$200.00
L Sisneros	Refund	\$8.26
L Smith	Refund	\$50.08
L Witko	Reimb	\$331.00
LaborReady	Services	\$2,123.84
M Andrews	Refund	\$54.93
M Clark	Refund	\$39.98
M Ferraro	Refund	\$20.20
M Smith	Refund	\$11.96
M Szewczyk	Reimb	\$310.24
Manpower	Services	\$323.36
Mastercard	Services	\$125.99
McMurryReadyMix	Goods	\$2,541.50
MillsPolice	Services	\$115.67
MorrisonMaierle	Projects	\$3,337.58
Motorola	Goods	\$5,029.97
MurdockLaw	Services	\$187.50
NAnkeny	Refund	\$50.00
NC Clerk	Services	\$63.00
NCS D	Goods	\$48,713.00
NCSheriffsOffice	Funding	\$7,615.67
NebraskaDMV	Goods	\$3.00
NevesUniforms	Goods	\$365.75
NicolaysenMuseum	Funding	\$1,500.00
OilCityPrinters	Services	\$276.04
OlsonAutobody	Services	\$890.13
P Brooker	Services	\$300.00
P Herring	Reimb	\$235.00
Pepsi	Goods	\$3,896.10
PhippsConst	Projects	\$133,409.00
PlatteRiverParkwayTrust	Funding	\$2,200.00
PopeConstruction	Projects	\$20,085.00
PorterMuirhead	Services	\$35,000.00
PostalPros	Services	\$1,606.28
PreventionManagementOrg	Services	\$2,466.66
R Bass	Refund	\$43.34

R Brown	Reimb	\$164.00
R Hieb	Reimb	\$233.18
R Shellenberger	Reimb	\$120.00
RenewableEarthMaterials	Goods	\$2,863.75
ResourceStaff	Services	\$584.00
RockyMtnPower	Services	\$275,345.78
S Freel	Reimb	\$316.55
S McGrath	Reimb	\$158.31
S Nelson	Reimb	\$89.49
S Nunn	Reimb	\$66.00
SaltusTech	Goods	\$48,600.00
SamParsonsUpholstery	Services	\$37.50
Smarsh	Services	\$1,907.50
SourceGas	Services	\$14,699.64
StageIII	Funding	\$2,171.08
StarTribune	Services	\$3,173.96
StateofWYAudit	Services	\$25.00
StateofWYFirePrevention	Services	\$100.00
Stotz	Goods	\$79,818.60
SuperSuds	Services	\$27.50
Sysco	Goods	\$5,024.61
T Jackson	Reimb	\$47.00
T Yancey	Refund	\$6.51
TESInc	Projects	\$51,015.00
ThatcherCo	Goods	\$7,798.44
ThePeak	Goods	\$970.00
TownSquareMedia	Services	\$9,232.00
TrihydroCorp	Projects	\$15,824.00
TurnkeyServices	Services	\$8,695.96
UrgentCare	Services	\$2,497.00
V Arnold	Refund	\$8.21
Verizon	Services	\$5,990.56
Viewpoint	Services	\$2,925.00
VisionServicePlan	Services	\$1,195.76
W Cranley	Refund	\$20.36
W Trembath	Reimb	\$282.28
WayneColemanConstruction	Projects	\$53,182.85
WERCSCcommunications	Services	\$512.50
WesternBusiness	Services	\$495.00
WesternWaterConsult	Services	\$6,727.25
WestPlainsEngineering	Services	\$700.00
WilliamsPorterDay	Services	\$1,127.50
WisersService	Refund	\$182.36
WK&GHoldings	Refund	\$505.00
WonderBar	Goods	\$47.63
WorthingtonLenhart&Carpenter	Services	\$19,356.76

WyCardiopulmonary	Refund	\$200.00
WyDivisionCriminalInvestigation	Services	\$78.00
WYDOT	Services	\$46,518.15
WyFiddlersAssoc	Funding	\$750.00
WyLawEnforcementAcademy	Services	\$1,185.00
WyMachinery	Goods	\$11,575.55
WySupremeCourt	Services	\$190.00
YouthCrisisCenter	Funding	\$5,120.41
Z Szekely	Services	\$1,126.75
		\$7,745,527.34

Mayor Meyer recognized City of Casper administrative services staff members Linda Carlson, Kirk Gunderson, Shirley Sheehan, and Lynn McBride for their receipt of a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA). GFOA has presented staff with a certificate acknowledging this honor. This is the 31st time the City of Casper has received this award.

Mike Frigon, United Blood Services, presented the traveling trophy and plaque to Chief Wetzel, Casper Chief of Police, for the efforts in the recent blood drive.

Debby Ehlers, from the Wyoming Planning Association, presented Andrew Nelson, City of Casper Metropolitan Planning Organization Supervisor, with a plaque in recognition of his receipt of the New Professional Planner of the Year Award.

Moved by Councilman Cathey, seconded by Councilman Schlager, to, by minute action: establish October 21, 2014, as the public hearing date for the consideration of amending Chapters 17.08 and 17.96 of the Casper Municipal Code Pertaining to Digital Signage; for the issuance of a new Restaurant Liquor License No. 29 for JJM CW Hospitality, Inc., d.b.a. Denny's Diner Located at 4220 Hospitality Lane; and the transfer of ownership of Retail Liquor License No. 8 from Crossroads Views, to Z-Financial Administration Management, d.b.a. Elevations Located at 1121 Wilkins Circle. Passed.

Mayor Meyer opened the public hearing for the consideration of the annexation and rezoning, of a portion of the Rocky Mountain Packing Subdivision.

City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report on the lands involved in Ordinance No. 24-14, 26-14, and 27-14.

Speaking in support was: Josh Haywad, Trade Well Services.

There being no others to speak for or against the issues involving the Rocky Mountain Packing Subdivision, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 24-14
AN ORDINANCE APPROVING THE ANNEXATION AND ZONING AS M-2 (GENERAL INDUSTRIAL), OF THE NORTH 703 FEET OF TRACT 13 OF THE ROCKY MOUNTAIN PACKING SUBDIVISION; AND ALSO APPROVING THE ASSOCIATED ANNEXATION AGREEMENT.

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

Mayor Meyer opened the public hearing for the consideration of the annexation, replat and zoning to create the DMK Subdivision.

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

Speaking in support was: Dennis Baker, Broker One Real Estate, 550 North Poplar.

Speaking in opposition was: Joe Vollmer, 990 East Magnolia, Mark Knittle, 4090 East Magnolia, Vickie Orcut and Kent Stubs, 5104 CY Avenue; and George Prill, 3074 Homa Hills.

Hal Hutchinson, Inberg-Miller Engineers, 1120 East "C" Street, addressed concerns regarding drainage in this area.

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

Following ordinance read:

ORDINANCE NO. 25-14
AN ORDINANCE APPROVING THE ANNEXATION, REPLAT AND ZONING CREATING THE DMK SUBDIVISION; AND ALSO APPROVING THE DMK SUBDIVISION AGREEMENT.

Councilman Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Bertoglio. Councilman Goodenough voted nay. Passed.

Mayor Meyer opened the public hearing for the consideration of the annexation and zoning of a portion of the Rocky Mountain Packing Subdivision.

City Attorney Luben entered two (2) exhibits.

Speaking in support was: Shawn Gustafson, ECS Engineers, 1607 CY Avenue.

There being no others to speak for or against the issues involving the Rocky Mountain Packing Subdivision, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 26-14

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

Councilman Bertoglio presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Cathey. Councilman Schlager excused herself and left the room. Passed.

Mayor Meyer opened the public hearing for the consideration of the annexation, replat, and zoning to create the Kinco Addition.

City Attorney Luben entered two (2) exhibits.

Councilman Schlager returned to the meeting.

Speaking in support was: Shawn Gustafson, ECS Engineers, 1607 CY Avenue.

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

Following ordinance read:

ORDINANCE NO. 27-14

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

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

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

ORDINANCE NO. 16-14

AN ORDINANCE APPROVING A PLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE SHERIDAN HEIGHTS ADDITION NO. 3 IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat a portion of Lot 9, all of Lots 10 and 11, and a portion of Lot 12, Block 119, and a portion of a vacated alley within Block

119, Sheridan Heights Addition; and plat portions of the SE1/4SW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create Sheridan Heights Addition No. 3; and,

WHEREAS an application has been made to rezone the proposed Sheridan Heights Addition No. 3 from zoning classifications C-2 (General Business) and M-1 (Limited Industrial) to M -I (Limited Industrial); and,

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

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

WHEREAS, after a public hearing held May 27, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve both the plat, with conditions, and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change, plat, and the Sheridan Heights Addition No. 3 Subdivision Agreement should be approved.

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

SECTION 1:

The above described zone change of the proposed Sheridan Heights Addition No. 3, from C-2 (General Business) and M-1 (Limited Industrial) to entirely M-1 (Limited Industrial) is hereby approved.

SECTION 2:

The plat creating the Sheridan Heights Addition No. 3, and the Sheridan Heights Addition No. 3 Subdivision Agreement, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said agreement.

SECTION 3:

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

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

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

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 7th day of October, 2014.

Councilman Bertoglio presented the one (1) foregoing consent agenda ordinance for adoption, on third reading. Seconded by Council Hopkins. Passed.

Following resolution read:

RESOLUTION NO. 14-257

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 32 AND INCREASING THE CONTINGENCY ACCOUNT WITH ICE BUILDERS, INC., FOR A PRICE INCREASE AS PART OF THE CASPER EVENTS CENTER REFRIGERATED ICE FLOOR PROJECT.

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

City Manager Patterson provided a brief report. Councilman Goodenough voted nay. Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-242

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH NICHOLE COLLIER, FOR PROVISION OF MUNICIPAL COURT JUDGE SERVICES.

RESOLUTION NO. 14-243

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH ANNE HOLMAN FOR OCCUPANCY OF FORT CASPAR CARETAKER RESIDENCE, IN EXCHANGE FOR CERTAIN SERVICES

RESOLUTION NO. 14-244

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "WYOMING ELECTRICAL JATC SIMPLE SUBDIVISION" A VACATION AND REPLAT OF A PORTION OF LOT 20 AND LOT 35 OF THE SKYVIEW INDUSTRIAL PARK SUBDIVISION, NATRONA COUNTY, WYOMING

RESOLUTION NO. 14-245

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ANDRITZ SEPARATION INC.

RESOLUTION NO. 14-246

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TESTAMERICA FOR CHEMICAL ANALYSIS SERVICES FOR THE LANDFILL ANALYTICAL PROJECT.

RESOLUTION NO. 14-247

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 WITH WRIGHT BROTHERS, THE BUILDING COMPANY, LLC, FOR THE MUNICIPAL GOLF COURSE MAINTENANCE FACILITY PROJECT.

RESOLUTION NO. 14-248

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH 71 CONSTRUCTION FOR THE GOODSTEIN PARK PROJECT.

RESOLUTION NO. 14-249

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 TO THE AGREEMENT WITH HUSSEY SEATING COMPANY, FOR THE CASPER EVENTS CENTER ARENA SEATING UPGRADES, PROJECT NO. 12-63.

RESOLUTION NO. 14-250

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH CR CONCRETE & EXCAVATION, INC., FOR HOGADON RESERVOIR MEMBRANE REPLACEMENT.

RESOLUTION NO. 14-251

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., TO PREPARE A CASPER REGIONAL LANDFILL PERMIT RENEWAL APPLICATION.

RESOLUTION NO. 14-252

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DREXEL, BARRELL & CO., FOR MISCELLANEOUS TRAFFIC STUDIES FOR SITE PLANS AND SUBDIVISIONS.

RESOLUTION NO. 14-253

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH JACOBS ENGINEERING GROUP, INC., FOR MISCELLANEOUS TRAFFIC STUDIES FOR SITE PLANS AND SUBDIVISIONS.

RESOLUTION NO. 14-254
A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DOWL HKM FOR MISCELLANEOUS TRAFFIC STUDIES FOR SITE PLANS AND SUBDIVISIONS.

RESOLUTION NO. 14-255
A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SUSTAINABLE TRAFFIC SOLUTIONS, INC., FOR MISCELLANEOUS TRAFFIC STUDIES FOR SITE PLANS AND SUBDIVISIONS.

RESOLUTION NO. 14-256
A RESOLUTION AUTHORIZING AN AGREEMENT WITH VELOCITY CONSTRUCTORS, INC., FOR THE WASTEWATER TREATMENT PLANT CENTRIFUGE INSTALLATION, PROJECT 13-66.

Councilman Hopkins presented the foregoing fifteen (15) resolutions for adoption. Seconded by Councilman Bertoglio. Councilman Goodenough voted nay on Resolution No. 14-249. Passed.

Moved by Councilman Sandoval, seconded by Councilman Bertoglio, to remove from the table the minute action pertaining to the issuance of Satellite Winery Permit No. 1. Passed.

Mayor Meyer noted there was a motion on the floor, made at the September 16, 2014, regular Council meeting made by Councilman Schlager, and seconded by Councilman Sandoval to issue Satellite Winery Liquor Permit No. 1. Councilman Hopkins voted nay. Passed.

Moved by Councilman Cathey, seconded by Councilman Bertoglio, to, by consent minute action, reject the bid received for the 1st Street Bridge (Upstream) and Morad Park North Platte River Restoration Project; authorize the purchase of two (2) Skid Steer Loaders, with attachments and options, from Bobcat of Casper, in the Amount of \$150,267, before trade-in-allowance; and authorize the purchase of one (1) New John Deere 2025R Compact Tractor, with options, from Stotz Equipment, in the amount of \$19,996.51, before trade-in-allowance. Passed.

Councilman Schlager announced that Casper Metro Animal Control would be undergoing substantial changes in the near future and that it would now be called Animal Services. The department will also be based out of the Community Development office rather than the Police Department.

Individuals addressing the Council were: George Prill, 3074 Homa Hills, regarding animal control; Keith Hopkins, 332 South Lincoln Street, regarding WyoSport car club; and Clayton Tanner, 1900 South Missouri, new member of media who introduced himself.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, October 14, 2014, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, October 21, 2014, in the Council Chambers.

Moved by Councilman Sandoval, seconded by Councilman Bertoglio, to, by minute action adjourn. Passed.

The meeting was adjourned at 8:00 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

12-24 CLUB

760617 RALLY SPONSORSHIP

\$1,000.00

\$1,000.00 Subtotal for Dept. Council

760618 RECOVERY RALLY SPONSORSHIP

\$1,000.00

\$1,000.00 Subtotal for Dept. Police Grants

\$2,000.00 Subtotal for Vendor

71 CONSTRUCTION

RIN0024473 RET PAY GDSTN PRK 13-58

\$7,312.63

\$7,312.63 Subtotal for Dept. Capital Projects

RIN0024474 RET PAY 2014 SAN SEW IMP 14-30

\$11,043.17

\$11,043.17 Subtotal for Dept. Sewer

\$18,355.80 Subtotal for Vendor

71 CONSTRUCTION, INC.

RIN0024469 RET PAY GDSTN PARK 13-58

(\$7,312.63)

(\$7,312.63) Subtotal for Dept. Capital Projects

RIN0024469 GOODSTEIN PARK CONSTRUCTION

\$165,913.50

\$165,913.50 Subtotal for Dept. Parks

1598-2 2014 SANITARY SEWER IMPROVEMEN

\$126,628.76

1598-2 RET PAY SAN SEW IMP 14-30

(\$11,043.17)

\$115,585.59 Subtotal for Dept. Sewer

\$274,186.46 Subtotal for Vendor

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

14-09-672 POSTAGE

\$4.21

\$4.21 Subtotal for Dept. Balefill

14-09-675 POSTAGE

\$75.18

\$75.18 Subtotal for Dept. Casper Events Center

14-09-671 POSTAGE

\$21.21

\$21.21 Subtotal for Dept. City Attorney

14-09-673 POSTAGE

\$5.24

\$5.24 Subtotal for Dept. City Manager

14-09-674 POSTAGE

\$9.32

\$9.32 Subtotal for Dept. Engineering

14-09-676 POSTAGE

\$388.33

\$388.33 Subtotal for Dept. Finance

14-09-246 POSTAGE

\$3.53

\$3.53 Subtotal for Dept. Fort Caspar

14-09-677 POSTAGE

\$130.32

\$130.32 Subtotal for Dept. Health Insurance

14-09-684 POSTAGE

\$10.84

\$10.84 Subtotal for Dept. Human Resources

14-09-686 POSTAGE

\$133.22

\$133.22 Subtotal for Dept. Police

14-09-685 POSTAGE

\$8.09

\$8.09 Subtotal for Dept. Property & Liability Insurance

14-09-253 POSTAGE

\$19.60

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

14-09-683 POSTAGE

\$19.60 Subtotal for Dept. Refuse Collection
\$252.51
\$252.51 Subtotal for Dept. Water
\$1,061.60 Subtotal for Vendor

ADBAY.COM

6552 CASPER COMMUNITY BRANDING PROJ

\$9,057.85
\$9,057.85 Subtotal for Dept. Council
\$9,057.85 Subtotal for Vendor

AIRGAS INTERMOUNTAIN, INC.

9032065540 SAFETY GEAR

9031769279 SAFETY GEAR

\$437.01
\$41.40
\$478.41 Subtotal for Dept. Balefill
\$478.41 Subtotal for Vendor

ALLURETECH

64551 WIRELESS INTERNET ACCESS

\$42.00
\$42.00 Subtotal for Dept. City Hall
\$42.00 Subtotal for Vendor

AMERICAN EAGLE CLEANING, LLC

4139 PAINT SAFETY POSTS

4140 PRESSURE WASH TRUCKS

4164 PRESSURE WASH TRASH TRUCKS

\$300.00
\$300.00 Subtotal for Dept. Balefill
\$500.00
\$500.00
\$1,000.00 Subtotal for Dept. Refuse Collection
\$1,300.00 Subtotal for Vendor

AMERICAN PUBLIC TRANSPORTATION ASSOC.

206380 SUBSCRIPT RENEWAL THRU 10/15

206380 SUBSCRIPT RENEWAL THRU 10/15

\$7.13
\$67.87
\$75.00 Subtotal for Dept. Metropolitan Planning
\$75.00 Subtotal for Vendor

AMERIGAS - CASPER

59995877 PROPANE

\$65.81
\$65.81 Subtotal for Dept. Casper Events Center
\$65.81 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

1766 NEW RESIDENTIAL ROLL OUT CARTS

\$27,504.88
\$27,504.88 Subtotal for Dept. Refuse Collection
\$27,504.88 Subtotal for Vendor

ARROWHEAD, INC.

4204 HVAC MAINTENANCE

\$180.00
\$180.00 Subtotal for Dept. Balefill
\$180.00 Subtotal for Vendor

BOOMTOWN COMMERCIAL SWEEPING, LLC.

3257 MOWING SERVICES-CODE ENFORCEME

\$26.25
\$26.25 Subtotal for Dept. Code Enforcement

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

\$26.25 Subtotal for Vendor

BRAWNER, WILLIAM

0022964855 DEPOSIT/CREDIT REFUND

\$29.82

\$29.82 Subtotal for Dept. Water

\$29.82 Subtotal for Vendor

BRENNTAG PACIFIC, INC.

BPI457918 FERRIC

BPI448301 FERRIC

\$12,808.76

\$13,426.81

\$26,235.57 Subtotal for Dept. Water Treatment Plant

\$26,235.57 Subtotal for Vendor

CAROLINA SOFTWARE

55701 WASTE WORKS SOFTWARE MAINT.

55574 WASTE WIZARD SOFTWARE MAINT.

\$450.00

\$250.00

\$700.00 Subtotal for Dept. Balefill

\$700.00 Subtotal for Vendor

CASELLE, INC.

60663 CONTRACT/MAINTENANCE NOV 2014

\$125.00

\$125.00 Subtotal for Dept. Finance

\$125.00 Subtotal for Vendor

CASPER COLLEGE - CLASS REGISTRATION

3 EXCELLENCE PROG

\$1,555.00

\$1,555.00 Subtotal for Dept. Casper Events Center

3 EXCELLENCE PROG

\$1,555.00

3 EXCELLENCE PROG

\$1,555.00

\$3,110.00 Subtotal for Dept. Finance

3 EXCELLENCE PROG

\$1,555.00

\$1,555.00 Subtotal for Dept. Fire

3 EXCELLENCE PROG

\$1,555.00

\$1,555.00 Subtotal for Dept. Golf Course

3 EXCELLENCE PROG

\$1,555.00

\$1,555.00 Subtotal for Dept. Hogadon

3 EXCELLENCE PROG

\$147.88

3 EXCELLENCE PROG

\$1,407.12

\$1,555.00 Subtotal for Dept. Metropolitan Planning

3 EXCELLENCE PROG

\$1,555.00

\$1,555.00 Subtotal for Dept. Refuse Collection

3 EXCELLENCE PROG

\$1,555.00

\$1,555.00 Subtotal for Dept. Streets

\$13,995.00 Subtotal for Vendor

CENTRAL PAINT & BODY

30173 CLAIM #14C-12H '13 FORD EXPLOR

\$2,227.50

\$2,227.50 Subtotal for Dept. Property & Liability Insurance

\$2,227.50 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

118522 SEPT14 WHOLESALE WATER

\$625,904.09

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

118524 SEPT14 SYSTEM INVESTMENT FEES

\$14,604.00

\$640,508.09 Subtotal for Dept. Water

\$640,508.09 Subtotal for Vendor

CENTURYLINK

RIN0024394	PHONE USE	\$37.37	
RIN0024393	PHONE USE	\$74.58	
RIN0024392	PHONE USE	\$74.26	
RIN0024395	PHONE USE	\$111.39	
		\$297.60	Subtotal for Dept. Balefill
RIN0024420	PHONE USE	\$37.37	
RIN0024442	PHONE USE	\$126.50	
RIN0024420	PHONE USE	\$336.33	
		\$500.20	Subtotal for Dept. Casper Events Center
RIN0024442	PHONE USE	\$39.59	
		\$39.59	Subtotal for Dept. Cemetery
RIN0024442	PHONE USE	\$33.43	
RIN0024442	PHONE USE	\$149.48	
RIN0024463	PHONE USE	\$63.25	
		\$246.16	Subtotal for Dept. City Hall
RIN0024442	PHONE USE	\$65.28	
		\$65.28	Subtotal for Dept. Code Enforcement
RIN0024442	PHONE USE	\$301.63	
RIN0024442	PHONE USE	\$61.20	
RIN0024442	PHONE USE	\$64.96	
RIN0024442	PHONE USE	\$83.64	
RIN0024442	PHONE USE	\$37.37	
RIN0024463	PHONE USE	\$64.96	
RIN0024442	PHONE USE	\$83.64	
RIN0024420	PHONE USE	\$37.37	
RIN0024442	PHONE USE	\$23.30	
RIN0024420	PHONE USE	\$438.68	
RIN0024442	PHONE USE	\$65.28	
RIN0024442	PHONE USE	\$61.20	
RIN0024442	PHONE USE	\$61.20	
RIN0024442	PHONE USE	\$301.63	
		\$1,686.06	Subtotal for Dept. Communications Center
AP00005710101422	PHONE USE	\$3,202.27	
AP00013210101422	PHONE USE	\$1,673.20	
		\$4,875.47	Subtotal for Dept. Finance
RIN0024463	PHONE USE	\$476.68	
RIN0024442	PHONE USE	\$65.28	
RIN0024420	PHONE USE	\$37.37	
RIN0024442	PHONE USE	\$65.28	
RIN0024420	PHONE USE	\$74.74	
RIN0024420	PHONE USE	\$37.37	
RIN0024442	PHONE USE	\$65.28	
RIN0024442	PHONE USE	\$65.28	
RIN0024420	PHONE USE	\$37.37	

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

RIN0024420 PHONE USE	\$37.37	
RIN0024442 PHONE USE	\$74.46	
	\$1,036.48	Subtotal for Dept. Fire
RIN0024420 PHONE USE	\$37.37	
RIN0024442 PHONE USE	\$63.24	
	\$100.61	Subtotal for Dept. Garage
RIN0024442 PHONE USE	\$43.19	
	\$43.19	Subtotal for Dept. Golf Course
RIN0024420 PHONE USE	\$37.37	
	\$37.37	Subtotal for Dept. Human Resources
RIN0024463 PHONE USE	\$155.07	
	\$155.07	Subtotal for Dept. Metro Animal
RIN0024420 PHONE USE	\$79.84	
RIN0024442 PHONE USE	\$65.28	
	\$145.12	Subtotal for Dept. Parking
RIN0024442 PHONE USE	\$122.40	
RIN0024442 PHONE USE	\$42.18	
	\$164.58	Subtotal for Dept. Parks
RIN0024420 PHONE USE	\$37.37	
RIN0024442 PHONE USE	\$65.28	
RIN0024442 PHONE USE	\$63.24	
RIN0024442 PHONE USE	\$23.34	
RIN0024442 PHONE USE	\$38.12	
	\$227.35	Subtotal for Dept. Police
RIN0024420 PHONE USE	\$37.37	
	\$37.37	Subtotal for Dept. Recreation
RIN0024442 PHONE USE	\$43.22	
RIN0024442 PHONE USE	\$65.28	
RIN0024442 PHONE USE	\$43.22	
RIN0024442 PHONE USE	\$43.22	
RIN0024442 PHONE USE	\$50.22	
RIN0024442 PHONE USE	\$43.22	
RIN0024442 PHONE USE	\$43.22	
RIN0024420 PHONE USE	\$39.23	
RIN0024442 PHONE USE	\$33.72	
RIN0024442 PHONE USE	\$38.12	
RIN0024442 PHONE USE	\$43.22	
	\$485.89	Subtotal for Dept. Traffic
RIN0024442 PHONE USE	\$1,641.82	
RIN0024420 PHONE USE	\$37.13	
	\$1,678.95	Subtotal for Dept. Waste Water
RIN0024420 PHONE USE	\$89.16	
RIN0024442 PHONE USE	\$195.53	
RIN0024420 PHONE USE	\$37.37	
	\$322.06	Subtotal for Dept. Water
RIN0024441 PHONE USE	\$42.07	
	\$42.07	Subtotal for Dept. Water Treatment Plant
	\$12,186.47	Subtotal for Vendor

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

CH DIAGNOSTIC & CONSULTING SVC., INC.
20140445 LAB TESTING

\$340.00
\$340.00 Subtotal for Dept. Water Treatment Plant
\$340.00 Subtotal for Vendor

CHESTER WALSH
RIN0024396 CLOTHING ALLOWANCE

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

CHILDREN'S ADVOCACY PROJECT, INC.
9.29.14 FY15 OPERATING EXPENSES

\$35,000.00
\$35,000.00 Subtotal for Dept. Social Community Services
\$35,000.00 Subtotal for Vendor

CLEMENT ROOT JR.
09171411161 TOOL ALLOTMENT/REIMBURSEMENT

\$259.30
\$259.30 Subtotal for Dept. Garage
\$259.30 Subtotal for Vendor

CLIFTON CORKERN
RIN0024461 TRAVEL EXPENSES

\$613.28
\$613.28 Subtotal for Dept. Fort Caspar
\$613.28 Subtotal for Vendor

CLINT SPARGUR
RIN0024397 CLOTHING ALLOWANCE

\$100.00
\$100.00 Subtotal for Dept. Balefill
\$100.00 Subtotal for Vendor

COLLECTION CENTER INC.
974300000216 COLLECTION FEES

\$11.16
\$11.16 Subtotal for Dept. Balefill

974300000216 COLLECTION FEES

\$25.20
\$25.20 Subtotal for Dept. Casper Events Center

974300000216 COLLECTION FEES

\$258.60
\$258.60 Subtotal for Dept. Finance

974600000175 COLLECTION FEES

\$94.00
\$94.00 Subtotal for Dept. Municipal Court

972000000274 COLLECTION FEES

\$199.71
\$199.71 Subtotal for Dept. Refuse Collection

972000000274 COLLECTION FEES

\$151.78
\$151.78 Subtotal for Dept. Sewer

972000000274 COLLECTION FEES

\$447.35
\$447.35 Subtotal for Dept. Water

\$1,187.80 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.
69763 REPAIRS
67890 REPAIRS

\$66.85
\$147.00
\$213.85 Subtotal for Dept. Police

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

67849 STRIP UNIT FOR TRADE
67857 STRIP UNIT FOR TRADE

\$588.00
\$588.00
\$1,176.00 Subtotal for Dept. Police Dept
\$1,389.85 Subtotal for Vendor

COMTRONIX, INC.

AP00004910101422 ALARM MONITORING

\$55.00
\$55.00 Subtotal for Dept. Aquatics

AP00004910101422 ALARM MONITORING

\$26.00

AP00004910101422 ALARM MONITORING

\$40.95

AP00004910101422 ALARM MONITORING

\$52.00

AP00004910101422 ALARM MONITORING

\$26.00

\$144.95 Subtotal for Dept. Balefill

AP00004910101422 ALARM MONITORING

\$26.00

AP00004910101422 ALARM MONITORING

\$26.00

\$52.00 Subtotal for Dept. Casper Events Center

AP00004910101422 ALARM MONITORING

\$26.00

AP00004910101422 ALARM MONITORING

\$26.00

AP00004910101422 ALARM MONITORING

\$26.00

\$78.00 Subtotal for Dept. City Hall

AP00004910101422 ALARM MONITORING

\$26.00

\$26.00 Subtotal for Dept. City Manager

AP00004910101422 ALARM MONITORING

\$26.00

\$26.00 Subtotal for Dept. Finance

AP00004910101422 ALARM MONITORING

\$26.00

\$26.00 Subtotal for Dept. Fire

AP00004910101422 ALARM MONITORING

\$91.95

\$91.95 Subtotal for Dept. Fort Caspar

AP00004910101422 ALARM MONITORING

\$26.00

\$26.00 Subtotal for Dept. Garage

AP00004910101422 ALARM MONITORING

\$36.00

\$36.00 Subtotal for Dept. Ice Arena

AP00004910101422 ALARM MONITORING

\$36.00

42817C ALARM MONITORING

\$1,194.00

\$1,230.00 Subtotal for Dept. Metro Animal

AP00004910101422 ALARM MONITORING

\$39.95

\$39.95 Subtotal for Dept. Police

AP00004910101422 ALARM MONITORING

\$36.00

\$36.00 Subtotal for Dept. Recreation

\$1,867.85 Subtotal for Vendor

CONCRETE CONSERVATION, INC

RIN0024465 RET REL 2014 MNHL REHAB 14-14

\$3,670.42
\$3,670.42 Subtotal for Dept. Sewer
\$3,670.42 Subtotal for Vendor

COWDIN CLEANING

201191 WEED CONTRACTOR

\$1,112.86
\$1,112.86 Subtotal for Dept. Code Enforcement

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

\$1,112.86 Subtotal for Vendor

CR CONCRETE & EXCAVATION

1023 RET PAY HGADN RSRVR MBRAN RPL

(\$550.00)

(\$550.00) Subtotal for Dept. Capital Projects

1023 HOGADON RESERVOIR MEMBRANE

\$11,000.00

\$11,000.00 Subtotal for Dept. Hogadon

\$10,450.00 Subtotal for Vendor

CRAZY PEDALER BIKE REPAIR

416051 SUPPLIES FOR SLOW RIDE

\$169.06

\$169.06 Subtotal for Dept. Council

\$169.06 Subtotal for Vendor

DALE BUCKINGHAM ARCHITECTS

2169 ARCH/ENGINEERING AND CA FOR MU

\$318.00

\$318.00 Subtotal for Dept. Golf Course

\$318.00 Subtotal for Vendor

DAN DUNDAS

RIN0024455 TRAVEL EXPENSES

\$301.00

\$301.00 Subtotal for Dept. Police

\$301.00 Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

CM5912 FIXED INCOME MGT FEES

\$6,931.55

\$6,931.55 Subtotal for Dept. Finance

\$6,931.55 Subtotal for Vendor

DAWN O'NEILL

RIN0024433 ADV CAMP REFUND

\$200.00

\$200.00 Subtotal for Dept. Recreation

\$200.00 Subtotal for Vendor

DCL CONTRACTING

RIN0024459 REFUND OVER PAYMENT UM ACCT

\$185.40

\$185.40 Subtotal for Dept. Water

\$185.40 Subtotal for Vendor

DELL MARKETING LP

XJJW4J3R9 BYOD LICENSES

\$570.65

\$570.65 Subtotal for Dept. City Manager

XJJFDCJ57 VLA WINDOWS ACROBAT LICENSE

\$961.75

\$961.75 Subtotal for Dept. Water

\$1,532.40 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0024447 SEP EMPLOY DENTAL CLAIMS/168

\$33,680.18

\$33,680.18 Subtotal for Dept. Health Insurance

\$33,680.18 Subtotal for Vendor

DELUXE BUSINESS CHECKS AND SOLUTIONS

71163176 3 ON A PAGE CHECKS

\$85.13

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

\$85.13 Subtotal for Dept. Finance
\$85.13 Subtotal for Vendor

DESERT MTN. CORP.

14-36279 ICE SLICER
14-36282 ICE SLICER

\$3,655.21
\$5,419.84
\$9,075.05 Subtotal for Dept. Streets
\$9,075.05 Subtotal for Vendor

DISCOUNT DOOR

7270 WINDOWS,1200 S. ELK,WINDY CITY

\$13,250.74
\$13,250.74 Subtotal for Dept. CDBG
\$13,250.74 Subtotal for Vendor

DOROTHY HENDRICKS

RIN0024398 CLOTHING ALLOWANCE

\$47.20
\$47.20 Subtotal for Dept. Balefill
\$47.20 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

2953 TRASH TRUCK REPAIRS

\$1,592.00
\$1,592.00 Subtotal for Dept. Refuse Collection
\$1,592.00 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000412-14 SODIUM HYPO
727000416-14 SODIUM HYPO

\$3,808.91
\$5,680.28
\$9,489.19 Subtotal for Dept. Water Treatment Plant
\$9,489.19 Subtotal for Vendor

DQ'S LAND SERVICE MAINTENANCE

271 MOWING SERVICES-CODE ENFORCEME
273 MOWING SERVICES-CODE ENFORCEME
272 MOWING SERVICES-CODE ENFORCEME

\$200.00
\$665.02
\$278.17
\$1,143.19 Subtotal for Dept. Code Enforcement
\$1,143.19 Subtotal for Vendor

EMERGENCY MEDICAL PHYSICIANS

604660429 INVESTIGATION 14-065342

\$364.00
\$364.00 Subtotal for Dept. Police
\$364.00 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS

2820 COUNTRY CLUB RD-WY BLVD TO ARD

\$761.90
\$761.90 Subtotal for Dept. Streets
\$761.90 Subtotal for Vendor

ERICA KETCHUM

RIN0024454 TRAVEL EXPENSES

\$281.00
\$281.00 Subtotal for Dept. Police
\$281.00 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI996658 AUGUST 2014 CREDIT CARD FEES

\$2,587.83

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

REMI996666 AUGUST 2014 CREDIT CARD FEES	\$317.94	
\$2,905.77 Subtotal for Dept.		Casper Events Center
REMI996659 AUGUST 2014 CREDIT CARD FEES	\$171.13	
\$171.13 Subtotal for Dept.		Fort Caspar
REMI996660 AUG 2014 CREDIT CARD FEES	\$1,714.79	
\$1,714.79 Subtotal for Dept.		Golf Course
REMI996661 AUGUST 2014 CREDIT CARD FEES	\$9.00	
\$9.00 Subtotal for Dept.		Hogadon
REMI996662 CREDIT CARD BILLING	\$147.43	
\$147.43 Subtotal for Dept.		Metro Animal
	\$4,948.12 Subtotal for Vendor	
FIRST INTERSTATE BANK		
RIN0024471 SEP MONTHLY LOAN SVC FEE	\$35.00	
\$35.00 Subtotal for Dept.		CDBG
RIN0024468 SEPT 2014 LOCKBOX FEES	\$2,100.80	
RIN0024467 SERVICE CHGS ON ACCT SEPT 2014	\$745.39	
\$2,846.19 Subtotal for Dept.		Finance
	\$2,881.19 Subtotal for Vendor	
FIRST INTERSTATE BANK - PETTY CASH		
RIN0024487 PETTY CASH	\$175.46	
\$175.46 Subtotal for Dept.		Municipal Court
	\$175.46 Subtotal for Vendor	
FLOTEK		
RIN0024458 REFUND OVER PAYMENT UM 2402902	\$601.16	
\$601.16 Subtotal for Dept.		Water
	\$601.16 Subtotal for Vendor	
FOX, BRIDGET		
0023011019 DEPOSIT/CREDIT REFUND	\$21.52	
\$21.52 Subtotal for Dept.		Water
	\$21.52 Subtotal for Vendor	
GAMETIME		
834582 GOODSTEIN PLAYGROUND EQUIP.	\$45,878.41	
\$45,878.41 Subtotal for Dept.		Parks
	\$45,878.41 Subtotal for Vendor	
GARY MARSH, INC.		
356 SEPT 2014 GREEN & CART FEES	\$14,683.50	
\$14,683.50 Subtotal for Dept.		Golf Course
	\$14,683.50 Subtotal for Vendor	
GOLDER ASSOCIATES		
394293 LANDFILL GAS COLLECTION & CONT	\$2,583.00	
\$2,583.00 Subtotal for Dept.		Balefill
	\$2,583.00 Subtotal for Vendor	
GREENLEAF TECHNOLOGIES, INC.		
09152022 NOZZLES, WHITE & RED	\$680.24	

Bills and Claims

City of Casper

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\$680.24 Subtotal for Dept. Golf Course
\$680.24 Subtotal for Vendor

GSG ARCHITECTURE

17696 YCC FINAL INV 11-49

\$23.00

\$23.00 Subtotal for Dept. Capital Projects

17689 FIRE STA #2 11-49

\$1,576.02

\$1,576.02 Subtotal for Dept. Fire

17691 TRUCK BARN EXPANSION

\$13,200.00

\$13,200.00 Subtotal for Dept. Refuse Collection

\$14,799.02 Subtotal for Vendor

HAASS CONSTRUCTION CO., INC.

RIN0024470 RET PAY DNTN PRKNG STRUC RR 13

(\$9,440.40)

(\$9,440.40) Subtotal for Dept. Capital Projects

RIN0024470 DOWNTOWN PUBLIC RESTROOM

\$43,425.84

RIN0024470 DOWNTOWN PUBLIC RESTROOM

\$50,978.16

\$94,404.00 Subtotal for Dept. Planning

\$84,963.60 Subtotal for Vendor

HDR ENGINEERING, INC.

00423240-H STUDIES, ETC RE: WATER RIGHTS

\$631.65

\$631.65 Subtotal for Dept. Water

\$631.65 Subtotal for Vendor

HEIDI DEIFEL

RIN0024488 SUBST. JUDGE

\$1,323.80

\$1,323.80 Subtotal for Dept. Municipal Court

\$1,323.80 Subtotal for Vendor

HEWLETT PACKARD

54896793 DISPLAY PORT FOR MONITOR

\$29.00

54891116 COMPUTER TOWER

\$818.54

\$847.54 Subtotal for Dept. Code Enforcement

54897292 REPLACE COMPUTER

\$1,050.05

\$1,050.05 Subtotal for Dept. Police

\$1,897.59 Subtotal for Vendor

HEWLETT PACKARD COMPANY

54765757 ENG PORTION COPIER PURCHASE

\$7,000.00

\$7,000.00 Subtotal for Dept. Engineering

54765757 CPU PORTION COPIER PURCHASE

\$3,066.45

\$3,066.45 Subtotal for Dept. Water

\$10,066.45 Subtotal for Vendor

HILSTON APPRAISALS

249-2014A APPRAISAL KNIFE RIVER PRRPTY

\$1,250.00

\$1,250.00 Subtotal for Dept. Balefill

249-2014A APPRAISAL KNIFE RIVER PRRPTY

\$1,250.00

\$1,250.00 Subtotal for Dept. Parks

\$2,500.00 Subtotal for Vendor

Bills and Claims

City of Casper

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HOMAX OIL SALES, INC.

0257495-IN EQUIP. MAINTENANCE SUPPLIES	\$329.40	
0259000-IN GREASE	\$329.40	
	\$658.80	Subtotal for Dept. Balefill

0258070-IN FUEL	\$38,999.58	
0258070-IN FUEL	\$443.88	
0259323-IN HYD OIL, PAIL POWERFLOW 46	\$353.15	
	\$39,796.61	Subtotal for Dept. Garage

0258728-IN FUEL	\$2,412.89	
	\$2,412.89	Subtotal for Dept. Golf Course

0258570-IN FUEL	\$10,098.97	
	\$10,098.97	Subtotal for Dept. Hogadon

CL58270 FUEL	\$8,538.18	
	\$8,538.18	Subtotal for Dept. Water
	\$61,505.45	Subtotal for Vendor

HONNEN EQUIPMENT CO.

604165 DOZER ROLLERS & TRACKS	\$59,230.35	
	\$59,230.35	Subtotal for Dept. Balefill
	\$59,230.35	Subtotal for Vendor

HOWARD, MICHAEL

0022964861 DEPOSIT/CREDIT REFUND	\$61.11	
	\$61.11	Subtotal for Dept. Water
	\$61.11	Subtotal for Vendor

ICE BUILDERS

RIN0024436 CEC REFRIG FLOOR 14-28	\$149,804.54	
	\$149,804.54	Subtotal for Dept. Casper Events Center
	\$149,804.54	Subtotal for Vendor

INBERG-MILLER ENGINEERS

17466CM01.5 TSTG BLFL COMPST BLD FL 14-26	\$375.00	
	\$375.00	Subtotal for Dept. Balefill

17466CM02.3 TSTG GLF CRS MNT FAC 13-30	\$1,081.00	
	\$1,081.00	Subtotal for Dept. Golf Course

17466CM02.2 TSTNG 15TH/SAGE STRMSEW 14-24	\$42.00	
17466CM03.1 TESTING BLCKMRE RD 14-03	\$957.00	
	\$999.00	Subtotal for Dept. Streets
	\$2,455.00	Subtotal for Vendor

INSTALLATION & SVC. CO.

RIN0024466 BLACKMORE ROAD IMPROVEMENTS -	\$300,997.25	
	\$300,997.25	Subtotal for Dept. Streets

RIN0024466 BLACKMORE ROAD IMPROVEMENTS -	\$31,563.00	
RIN0024466 RETAIN PAY BLACKMORE RD 14-03	(\$4,332.74)	
	\$27,230.26	Subtotal for Dept. Water
	\$328,227.51	Subtotal for Vendor

JACOBS ENGINEERING GROUP

WVXX82000925 TIS BAL SDDLE BROOK VALLEY	\$89.50	
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Bills and Claims

City of Casper

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\$89.50 Subtotal for Dept. Engineering
\$89.50 Subtotal for Vendor

JEREMY TILLER

RIN0024420 REIMBURSE BOOKS AT 100%

\$10.69
\$10.69 Subtotal for Dept. Police
\$10.69 Subtotal for Vendor

JEREMY YATES

RIN0024452 TRAVEL EXPENSES

\$281.00
\$281.00 Subtotal for Dept. Police
\$281.00 Subtotal for Vendor

JERRY KOLLMANN

09241411338 TOOL ALLOTMENT/REIMBURSEMENT
09241411340 TOOL ALLOTMENT/REIMBURSEMENT
162 BOOT REIMBURSEMENT

\$151.83
\$136.45
\$75.00
\$363.28 Subtotal for Dept. Garage
\$363.28 Subtotal for Vendor

JOE MURPHY

RIN0024437 CLOTHING ALLOWANCE

\$110.97
\$110.97 Subtotal for Dept. Refuse Collection
\$110.97 Subtotal for Vendor

JOHN PATTERSON

RIN0024450 TRAVEL EXPENSES

\$204.00
\$204.00 Subtotal for Dept. City Manager
\$204.00 Subtotal for Vendor

JOHNSON, DAVID/CHRISSEY

0022964858 DEPOSIT/CREDIT REFUND

\$6.18
\$6.18 Subtotal for Dept. Water
\$6.18 Subtotal for Vendor

JOURY LOCKE

RIN0024460 REFUND OVER PAYMENT UM 2009604

\$751.00
\$751.00 Subtotal for Dept. Water
\$751.00 Subtotal for Vendor

JTL GROUP DBA KNIFE RIVER

107882 W BASE - CASPER YARD
107806 CRUSHED ROCK - CASPER YARD
107807 W BASE - CASPER YARD
107938 W BASE CASPER YARD

107306 BEAUMONT ALLEY
107945 1/2" PLANT MIX CASPER YARD

\$485.52
\$508.18
\$1,503.07
\$682.55
\$3,179.32 Subtotal for Dept. Garage

\$493.11
\$4,549.20
\$5,042.31 Subtotal for Dept. Streets
\$8,221.63 Subtotal for Vendor

KATRINA BICKFORD

RIN0024434 ADV CAMP REFUND

\$200.00

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

KEVIN KRAFT

RIN0024399 FUEL

\$200.00 Subtotal for Dept. Recreation

\$200.00 Subtotal for Vendor

KUBWATER RESOURCES, INC

04331 ZETAG 7593 DRY POLYMER TAYBAG

\$160.00

\$160.00 Subtotal for Dept. Refuse Collection

\$160.00 Subtotal for Vendor

LABOR READY CENTRAL, INC.

18871628 LABOR

\$306.48

18912703 LABOR

\$357.56

18909230 LABOR

\$204.32

18909229 LABOR

\$644.92

\$1,513.28 Subtotal for Dept. Casper Events Center

18882510 LABOR

\$446.16

18901761 LABOR

\$994.57

\$1,440.73 Subtotal for Dept. Metro Animal

\$2,954.01 Subtotal for Vendor

LINA

RIN0024445 OCT RETIREE/DEPEN LIFE INS

\$307.20

\$307.20 Subtotal for Dept. Health Insurance

\$307.20 Subtotal for Vendor

MANDY SPRIGGS

RIN0024435 DEPOSIT REFUND, 9/27/14 EVENT

\$10.50

\$10.50 Subtotal for Dept. Recreation

\$10.50 Subtotal for Vendor

MARK ANDERSON

427700445621 BOOT REIMBURSEMENT

\$86.40

\$86.40 Subtotal for Dept. Water

\$86.40 Subtotal for Vendor

MASTERCARD

RIN0024446 TRAINING/NEW OVERTIME RULES

\$404.00

\$404.00 Subtotal for Dept. Human Resources

RIN0024456 TRAVEL EXPENSES

\$1,457.25

RIN0024451 TRAVEL EXPENSES

\$102.69

RIN0024456 MEETING EXPENSE

\$149.00

RIN0024451 TRAVEL EXPENSES

\$1,545.33

RIN0024451 MEETING EXPENSE

\$22.51

\$3,276.78 Subtotal for Dept. City Manager

RIN0024451 MEETING EXPENSE

\$141.32

\$141.32 Subtotal for Dept. Council

RIN0024456 TRAVEL EXPENSES

\$274.40

\$274.40 Subtotal for Dept. Health Insurance

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

\$4,096.50 Subtotal for Vendor

MCMURRY READY MIX CO.
218360 GRANADA & HORIZON

\$221.00
\$221.00 Subtotal for Dept. Streets
\$221.00 Subtotal for Vendor

MICHAEL SZEWCZYK
RIN0024477 TRAVEL EXPENSES

\$176.20
\$176.20 Subtotal for Dept. Information Services
\$176.20 Subtotal for Vendor

MICROSOFT CORPORATION

E080001FL8 MICROSOFT 365 SEPT. 2014

\$17.94
\$17.94 Subtotal for Dept. Aquatics

E080001FL8 MICROSOFT 365 SEPT. 2014

\$157.87
\$157.87 Subtotal for Dept. Balefill

E080001FL8 MICROSOFT 365 SEPT. 2014

\$39.47
\$39.47 Subtotal for Dept. Buildings And Grounds

E080001FL8 MICROSOFT 365 SEPT. 2014

\$75.35
\$75.35 Subtotal for Dept. Casper Events Center

E080001FL8 MICROSOFT 365 SEPT. 2014

\$14.35
\$14.35 Subtotal for Dept. Cemetery

E080001FL8 MICROSOFT 365 SEPT. 2014

\$25.12
\$25.12 Subtotal for Dept. City Attorney

E080001FL8 MICROSOFT 365 SEPT. 2014

\$21.53
\$21.53 Subtotal for Dept. City Manager

E080001FL8 MICROSOFT 365 SEPT. 2014

\$46.64
\$46.64 Subtotal for Dept. Code Enforcement

E080001FL8 MICROSOFT 365 SEPT. 2014

\$17.94
\$17.94 Subtotal for Dept. Communications Center

E080001FL8 MICROSOFT 365 SEPT. 2014

\$32.29
\$32.29 Subtotal for Dept. Council

E080001FL8 MICROSOFT 365 SEPT. 2014

\$39.47
\$39.47 Subtotal for Dept. Engineering

E080001FL8 MICROSOFT 365 SEPT. 2014

\$104.04
\$104.04 Subtotal for Dept. Finance

E080001FL8 MICROSOFT 365 SEPT. 2014

\$287.03
\$287.03 Subtotal for Dept. Fire

E080001FL8 MICROSOFT 365 SEPT. 2014

\$21.53
\$21.53 Subtotal for Dept. Fort Caspar

E080001FL8 MICROSOFT 365 SEPT. 2014

\$43.05
\$43.05 Subtotal for Dept. Garage

E080001FL8 MICROSOFT 365 SEPT. 2014

\$14.35
\$14.35 Subtotal for Dept. Golf Course

E080001FL8 MICROSOFT 365 SEPT. 2014

\$17.94
\$17.94 Subtotal for Dept. Hogadon

E080001FL8 MICROSOFT 365 SEPT. 2014

\$28.70

Bills and Claims

City of Casper

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E080001FL8 MICROSOFT 365 SEPT. 2014	\$28.70	Subtotal for Dept.	Human Resources
	\$14.35		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$14.35	Subtotal for Dept.	Ice Arena
	\$60.99		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$60.99	Subtotal for Dept.	Information Services
	\$32.29		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$32.29	Subtotal for Dept.	Metro Animal
	\$35.88		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$35.88	Subtotal for Dept.	Municipal Court
	\$57.41		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$57.41	Subtotal for Dept.	Parks
	\$28.70		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$28.70	Subtotal for Dept.	Planning
	\$452.07		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$452.07	Subtotal for Dept.	Police
	\$39.47		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$39.47	Subtotal for Dept.	Recreation
	\$32.29		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$32.29	Subtotal for Dept.	Streets
	\$17.94		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$17.94	Subtotal for Dept.	Traffic
	\$78.93		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$78.93	Subtotal for Dept.	Waste Water
	\$7.18		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$7.18	Subtotal for Dept.	Water
	\$28.70		
E080001FL8 MICROSOFT 365 SEPT. 2014	\$28.70	Subtotal for Dept.	Water Treatment Plant
	\$1,962.57	Subtotal for Vendor	
MILLS POLICE DEPT.			
RIN0024475 SHARE OF SEIZURES	\$346.33		
	\$346.33	Subtotal for Dept.	Police Grants
	\$346.33	Subtotal for Vendor	
MOBILE CONCRETE, INC.			
181434 S OAK & GRANADA	\$327.00		
	\$327.00	Subtotal for Dept.	Streets
	\$327.00	Subtotal for Vendor	
MOTOROLA SOLUTIONS			
78280090 MONTHLY MAINT	\$5,029.97		
	\$5,029.97	Subtotal for Dept.	Communications Center
	\$5,029.97	Subtotal for Vendor	
MUNICIPAL CODE CORP.			
00247858 BOOKS	\$650.00		
	\$650.00	Subtotal for Dept.	City Attorney
	\$650.00	Subtotal for Vendor	

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

NATIONAL BENEFIT SERVICES

470494 FSA PLAN ADMIN FEES/SEPT

\$410.05

\$410.05 Subtotal for Dept. Health Insurance

\$410.05 Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

5050 TECHNICAL ASSISTANCE

\$833.33

\$833.33 Subtotal for Dept. Council

\$833.33 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

1052 JUVENILE PRISONER SEPT 2014

\$7,500.00

1026 ADULT PRISONER JULY 2014

\$140,246.64

1025 ADULT PRISONER AUGUST 2014

\$130,080.64

\$277,827.28 Subtotal for Dept. Police

RIN0024476 SHARE OF SEIZURES

\$346.33

\$346.33 Subtotal for Dept. Police Grants

\$278,173.61 Subtotal for Vendor

NATRONA COUNTY CLERK

980351 RECORDING

\$285.00

\$285.00 Subtotal for Dept. Planning

\$285.00 Subtotal for Vendor

NATRONA COUNTY HEALTH DEPT.

0021501-IN MONTHLY FUNDING

\$50,000.00

\$50,000.00 Subtotal for Dept. Social Community Services

\$50,000.00 Subtotal for Vendor

NATRONA COUNTY PUBLIC LIBRARY FOUNDATION

38 THE SAND BAR

\$149.70

\$149.70 Subtotal for Dept. Fort Caspar

\$149.70 Subtotal for Vendor

NATRONA COUNTY TREASURER

7144 PROP TAX PRCL#33790732200201

\$2,071.90

\$2,071.90 Subtotal for Dept. City Hall

\$2,071.90 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE33940 UNIFORMS

\$184.85

NE33691 UNIFORMS

\$27.95

LN-302214 UNIFORMS

\$99.95

\$312.75 Subtotal for Dept. Police

\$312.75 Subtotal for Vendor

OLSON AUTOBODY & COLLISION CENTER

3344 VIN #1FVAG3CY2DHB7565

\$605.11

\$605.11 Subtotal for Dept. Property & Liability Insurance

\$605.11 Subtotal for Vendor

PACIOLAN, INC.

000066471 BOCA LEMUR PRINTER, PRINT CABL

\$1,930.00

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

0000066541 AUG 2014 E-VENUE BILLING

\$724.10

\$2,654.10 Subtotal for Dept. Casper Events Center

\$2,654.10 Subtotal for Vendor

PATTERSON, SASHIA/CRAIG

0022964857 DEPOSIT/CREDIT REFUND

\$20.67

\$20.67 Subtotal for Dept. Water

\$20.67 Subtotal for Vendor

PAUL BERTOGLIO

RIN0024449 TRAVEL EXPENSES

\$172.61

\$172.61 Subtotal for Dept. Council

\$172.61 Subtotal for Vendor

P-CARD VENDORS

00017925 LINCOLN AQUATICS - Purchase	\$2,473.50	
00018203 AQUATICTECHPOOLWEB - Purchase	\$194.60	
00017754 SHEET METAL SPECIALTIE - Purch	\$1,145.00	
00017509 NORCO INC - Purchase	\$125.94	
00018391 MG GREAT FALLS - Purchase	\$1,334.16	
00018203 AQUATICTECHPOOLWEB - Purchase	\$292.58	
00018127 CASPER WINNELSON CO - Purchase	\$1,843.93	
00018785 AMPAC HOLDINGS INC-PURCHASE	\$52.20	
00018310 CASPER FIRE EXTINGUISH - Purch	\$81.25	
00017783 SUPERIOR SIGNS & SUPPL - Purch	\$165.60	
00018310 CASPER FIRE EXTINGUISH - Purch	\$30.75	
00018408 CASPER WINNELSON CO - Purchase	\$222.50	
00018467 INTERMOUNTAIN MOTOR SA - Purch	\$328.85	
00018110 CASPER WINNELSON CO - Purchase	\$324.54	
00018977 PARTY AMERICA CASPER # - Purch	\$89.72	
00018706 RESTROOM DIRECT - Purchase	\$1,415.00	
	\$10,120.12	Subtotal for Dept. Aquatics
00018103 AIRGAS CENTRAL - Purchase	\$41.40	
00018101 QUALITY OFFICE SOLUTIO - Credi	(\$500.93)	
00018163 BAILEYS ACE HARDWARE - Purchas	\$14.97	
00018536 TITAN RENTALS - CASPER - Purch	\$150.00	
00018572 TITAN RENTALS - CASPER - Purch	\$1,810.00	
00018178 HONNEN EQUIPMENT #04 - Purchas	\$7,940.00	
00018194 FERGUSON ENT#1701 - Purchase	\$428.00	
00018173 HOUSTON SUPPLY 20 - Purchase	\$374.15	
00017837 OREILLY AUTO 00027466 - Purch	\$59.76	
00018304 SAMSCLUB #6425 - Purchase	\$40.45	
00017769 WYOMING MACHINERY CO - Purchas	\$49.34	
00018082 KFC J242014 47320148 - Purch	\$12.48	
00018079 KFC J242014 47320148 - Purch	\$13.23	
00018075 AIRGAS CENTRAL - Purchase	\$90.95	
00017086 WYOMING MACHINERY CO - Purchas	\$51.40	
00018101 QUALITY OFFICE SOLUTIO - Credi	(\$11.19)	
00018585 CORNER STORE 4545 - Purchase	\$24.32	
00018471 ALSCO SLCAS - Purchase	\$298.55	
00017440 GOLDSTAR PRODUCTS INC - Purcha	\$220.04	

Bills and Claims

City of Casper

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00018108	KFC J242014 47320148 - Credi	(\$13.23)	
00018473	THE EGG AND I CHEYENNE - Purch	\$28.70	
00018370	BLOEDORN LUMBER CASPER - Purch	\$605.63	
00017843	FEDEX 805569957037 - Purchase	\$79.95	
00018362	MENARDS CASPER - Purchase	\$167.96	
00018326	INDUSTRIAL LUBRICANT C - Purch	\$2,811.76	
00018289	METECH, INC. - Purchase	\$4,287.70	
00018022	PERKINS CONOCO - Purchase	\$41.01	
00018058	MR AL'S - Purchase	\$41.30	
		\$19,157.70	Subtotal for Dept. Balefill
00018457	WW GRAINGER - Purchase	\$254.18	
00018461	NORCO INC - Purchase	\$225.06	
00018238	HD SUPPLY UTILITIES, L - Purch	\$35.77	
00018255	CRESCENT ELECTRIC 103 - Purcha	\$48.10	
00018982	DIAMOND VOGEL PAINT #7 - Purch	\$30.29	
00018525	PRAIRIE PELLA WYOMING - Purcha	\$51.21	
00018871	CASPER WINNELSON CO - Purchase	\$34.91	
00018826	BAILEYS ACE HARDWARE - Purchas	\$23.98	
00018560	PRAIRIE PELLA WYOMING - Purcha	\$32.00	
00018615	THE HOME DEPOT 6001 - Purchase	\$24.14	
00018844	BLOEDORN LUMBER CASPER - Purch	\$6.29	
00018534	NORCO INC - Purchase	\$137.75	
00018575	PEDENS INC. - Purchase	\$158.00	
00018576	CASPER FIRE EXTINGUISH - Purch	\$257.00	
00018301	CASPER WINNELSON CO - Purchase	\$6.44	
00018305	BRIDGER STEEL CASPER - Purchas	\$61.30	
00018484	WW GRAINGER - Purchase	\$36.36	
00018364	NORCO INC - Purchase	\$197.03	
00018371	BLOEDORN LUMBER CASPER - Purch	\$16.19	
00018882	DENNIS SUPPLY COMPANY - Purcha	\$5.92	
00018563	HD SUPPLY UTILITIES, L - Purch	\$46.28	
00018968	DENNIS SUPPLY COMPANY - Credit	(\$6.22)	
00018443	IN ARCHITECTURAL DOOR - Purch	\$135.00	
00018923	HD SUPPLY UTILITIES, L - Purch	\$4.69	
00018628	NORCO INC - Purchase	\$300.09	
00018471	ALSCO SLCAS - Purchase	\$224.80	
00018970	BLOEDORN LUMBER CASPER - Purch	\$369.99	
00018446	MURDOCH'S RANCH & HOME - Purch	\$118.44	
00018412	CASPER WINNELSON CO - Purchase	\$11.67	
00018995	NORCO INC - Purchase	\$3.97	
00018737	DENNIS SUPPLY COMPANY - Purcha	\$6.22	
00018179	CRESCENT ELECTRIC 103 - Purcha	\$12.86	
00018130	CASPER WINNELSON CO - Purchase	\$13.54	
00018139	DIAMOND VOGEL PAINT #7 - Purch	\$47.49	
00018385	EREPLACEMENTPARTS.COM - Purcha	\$70.93	
00018161	BAILEYS ACE HARDWARE - Purchas	\$4.50	
00018181	BAILEYS ACE HARDWARE - Purchas	\$9.48	
		\$3,015.65	Subtotal for Dept. Buildings And Grounds
00018252	ALBERTSONS - Purchase	\$8.98	
00018487	ALSCO SLCAS - Purchase	\$1,134.50	

Bills and Claims

City of Casper

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00018698 FINANCIAL SERVICES - Purchase	\$749.00	
00018432 SAMSCLUB #6425 - Purchase	\$29.14	
00018488 ATLAS OFFICE PRODUCTS - Purcha	\$19.04	
00018433 WM SUPERCENTER #1617 - Purchas	\$60.26	
00018656 THE UPS STORE 2200 - Credit	(\$3.69)	
00018448 HOBBY-LOBBY #0233 - Purchase	\$15.98	
00018848 NORCO INC - Purchase	\$33.71	
00018240 ALBERTSONS - Purchase	\$59.90	
00018150 STAPLES 00114181 - Purch	\$57.99	
00018570 STAPLES 00114181 - Purch	\$72.24	
00018509 WM SUPERCENTER #1617 - Purchas	\$7.35	
00018336 FLEMING SUPPLY - Purchase	\$14.95	
00018591 ATLAS OFFICE PRODUCTS - Purcha	\$64.82	
00018432 SAMSCLUB #6425 - Purchase	\$39.10	
00018243 ACCO BRANDS DIRECT - Purchase	\$34.82	
00018373 PROCORP IMAGES, INC. - Purchas	\$247.60	
00018308 WM SUPERCENTER #1617 - Purchas	\$3.98	
00018316 WM SUPERCENTER #1617 - Purchas	\$77.42	
00018344 FACEBK SETBW62XR2 - Purchase	\$60.71	
00018648 THE UPS STORE 2200 - Purchase	\$77.49	
	\$2,865.29	Subtotal for Dept. Casper Events Center
00018653 ALL-OUT FIRE EXTINGUIS - Purch	\$176.40	
	\$176.40	Subtotal for Dept. Cemetery
00018437 IN POWDER RIVER SHRED - Purch	\$73.50	
00018646 TOP OFFICE PRODUCTS - Purchase	\$157.60	
00018501 IN POWDER RIVER SHRED - Credi	(\$3.50)	
00018174 AMAZON MKTPLACE PMTS - Purchas	\$12.06	
	\$239.66	Subtotal for Dept. City Attorney
00018859 FEDEX 91931705 - Purchase	\$18.91	
00018174 AMAZON MKTPLACE PMTS - Purchas	\$36.18	
00018540 BLOEDORN LUMBER CASPER - Purch	\$79.34	
00018357 ICMA INTERNET - Credit	(\$149.00)	
00018247 SUBWAY 03116324 - Purch	\$46.72	
00018410 ALBERTSONS - Purchase	\$22.77	
00018141 ICMA INTERNET - Purchase	\$149.00	
	\$203.92	Subtotal for Dept. City Manager
00018272 ATLAS OFFICE PRODUCTS - Purcha	\$38.98	
00018724 PAYPAL WYOMINGCONF - Purchase	\$50.00	
00018613 IN EXPRESS PRINTING C - Purch	\$255.79	
00018670 PAYPAL WYOMINGCONF - Purchase	\$50.00	
00018726 PAYPAL WYOMINGCONF - Purchase	\$50.00	
00018889 ATLAS REPRODUCTION - Purchase	\$48.00	
	\$492.77	Subtotal for Dept. Code Enforcement
00017424 MEDICAL PRIORITY CONSU - Credi	(\$350.00)	
00018910 SAMS CLUB #6425 - Purchase	\$77.54	
00018958 QUALITY OFFICE SOLUTIO - Purch	\$208.97	
00018950 EXPERIAN - Purchase	\$52.78	
00018894 ATLAS OFFICE PRODUCTS - Purcha	\$84.49	
	\$73.78	Subtotal for Dept. Communications Center

Bills and Claims

City of Casper

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00018342	JOHNNY APPLESEED, INC. - Purch	\$91.33	
00018924	CPU VENTURE TECH NETWO - Purch	\$457.88	
		\$549.21	Subtotal for Dept. Council
00018323	ATLAS OFFICE PRODUCTS - Purcha	\$12.75	
00018355	XEROX CORPORATION/RBO - Purcha	\$24.20	
00018207	FAMILY DOLLAR #5767 - Purchase	\$23.50	
00018794	MOUNTAIN STATES LITHOG - Purch	\$75.85	
00018337	XEROX CORPORATION/RBO - Purcha	\$115.31	
00018948	BOARD OF PE AND PLS - Purchase	\$90.00	
00018174	AMAZON MKTPLACE PMTS - Purchas	\$12.06	
00018318	ATLAS OFFICE PRODUCTS	\$64.02	
		\$417.69	Subtotal for Dept. Engineering
00018939	UNITED 01674429916084 - Pur	\$451.70	
00017989	GOVERNMENT FINANCE OFF - Purch	\$550.00	
00018422	PEDENS INC. - Purchase	\$226.00	
00018204	VZWLSS IVR VB - Purchase	\$312.18	
00018962	HILTON HOTEL SAN DIEGO - Purch	\$209.45	
00017552	AMERICAN PAYROLL ASSOC - Purch	\$254.00	
00018128	AICPA AICPA - Purchase	\$353.00	
00018242	ALSCO SLCAS - Purchase	\$11.61	
00018259	BAILEYS ACE HARDWARE - Purchas	\$13.96	
00018884	N HARRIS COMPUTER CORP - Purch	\$1,031.00	
00018886	CHEAPOAIR.COM AIR - Purchase	\$222.70	
		\$3,635.60	Subtotal for Dept. Finance
00017855	WARDROBE CLEANERS - Purchase	\$90.45	
00018211	PROMOTIONS NOW - Purchase	\$1,178.14	
00018328	PROMOTIONS NOW - Purchase	\$820.00	
00018381	CASPER FIRE EXTINGUISH - Purch	\$45.50	
00018425	FIRE PROTECTION PUB-WE - Purch	\$495.25	
00017905	NEVE'S UNIFORMS-DENVER - Purch	\$105.90	
00017623	NEVE'S UNIFORMS-DENVER - Purch	\$533.70	
00018268	GLENDALE PARADE STORE - Purcha	\$54.80	
00017711	NORCO INC - Purchase	\$7,975.79	
00017724	MED TECH RESOURCES, LL - Purch	\$1,070.96	
00018431	DTV DIRECTV SERVICE - Purchase	\$114.78	
00017400	WYOMING MED CTR ER - Purchase	\$3,732.30	
00018324	WW GRAINGER - Purchase	\$205.69	
00018097	ALBERTSONS #2060 - Purchase	\$69.96	
00018218	NFPA NATL FIRE PROTECT - Purch	\$2,097.90	
00017516	FIREFOLD - Purchase	\$117.58	
00018174	AMAZON MKTPLACE PMTS - Purchas	\$12.06	
00017972	BLOEDORN LUMBER CASPER - Purch	\$14.46	
		\$18,735.22	Subtotal for Dept. Fire
00018250	HOBBY-LOBBY #0233 - Purchase	\$19.94	
00018248	THE HOME DEPOT 6001 - Purchase	\$41.18	
00018309	SNOWMASS KITCHEN - Purchase	\$36.00	
00018230	SMITHS FOOD #4185 - Purchase	\$32.31	
		\$129.43	Subtotal for Dept. Fort Caspar
00018201	MCMMASTER-CARR - Purchase	\$26.80	

Bills and Claims

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00018317	AMERI-TECH EQUIPMENT C - Purch	\$284.37
00018142	HENSLEY BATTERY & ELEC - Purch	\$90.49
00018387	BEARING BELTCHAIN00244 - Purch	\$32.77
00018452	GREINER MOTOR COMPANY - Purcha	\$123.92
00018395	GOODYEAR COMMERCIAL TI - Purch	\$1,234.84
00018099	BEARING BELTCHAIN00244 - Purch	\$373.48
00018505	GEOTEC INDUSTRIAL SUPP - Purch	\$7.50
00018339	HARBOR FREIGHT TOOLS 3 - Purch	\$23.98
00018338	STOTZ EQUIPMENT - Purchase	\$255.06
00018162	GREINER MOTOR COMPANY - Purcha	\$100.42
00018054	L N CURTIS & SONS - Purchase	\$42.43
00018440	GREINER MOTOR COMPANY - Purcha	\$26.89
00018140	RAMCO ENGINEERING, INC - Purch	\$120.60
00018256	GREINER MOTOR COMPANY - Purcha	\$52.88
00018198	AMERI-TECH EQUIPMENT C - Purch	\$300.31
00018535	STOTZ EQUIPMENT - Credit	(\$486.54)
00018274	STOTZ EQUIPMENT - Credit	(\$86.56)
00018152	STOTZ EQUIPMENT - Purchase	\$231.92
00018167	FLEETPRIDE 893 - Purchase	\$4.84
00018200	CASPER TIRE - Purchase	\$160.00
00018354	BEARING BELTCHAIN00244 - Purch	\$110.10
00018351	WEAR PARTS INC - Purchase	\$25.60
00018148	BEARING BELTCHAIN00244 - Purch	\$43.10
00018147	BEARING BELTCHAIN00244 - Purch	\$102.97
00018312	HOSE & RUBBER SUPPLY - Purchas	\$15.13
00018335	BEARING BELTCHAIN00244 - Purch	\$34.35
00018293	CMI-TECO - Purchase	\$450.00
00018664	TOP OFFICE PRODUCTS - Purchase	\$10.63
00018523	STOTZ EQUIPMENT - Purchase	\$486.54
00018384	HOSE & RUBBER SUPPLY - Purchas	\$14.34
00018135	DRIVE TRAIN INDUSTRIES - Purch	\$49.39
00018074	HOSE & RUBBER SUPPLY - Purchas	\$173.01
00018363	WYOMING MACHERNERY	\$112.20
00018428	BEARING BELTCHAIN00244 - Purch	\$117.26
00018398	BEARING BELTCHAIN00244 - Purch	\$107.98
00018143	WEAR PARTS INC - Purchase	\$43.25
00018164	WW GRAINGER - Purchase	\$25.20
00018273	MACDONALD EQUIPMENT CO - Purch	\$94.90
00018055	SAFETY KLEEN SYSTEMS B - Purch	\$241.12
00018307	GREINER MOTOR COMPANY - Purcha	\$251.02
00018314	HOSE & RUBBER SUPPLY - Purchas	\$9.43
00018383	GEOTEC INDUSTRIAL SUPP - Purch	\$95.00
00018379	HOSE & RUBBER SUPPLY - Purchas	\$122.78
00018363	WYOMING MACHENERY-CO-Purchase	\$1.68
00018380	CPS DISTRIBUTORS INC C - Purch	\$3.75
00018273	MACDONALD EQUIPMENT CO - Purch	\$594.28
00018215	BEARING BELTCHAIN00244 - Purch	\$9.16
00018151	GOODYEAR COMMERCIAL TI - Purch	\$54.00
00018296	GREINER MOTOR COMPANY - Purcha	\$36.95
00018377	GREINER MOTOR COMPANY - Purcha	\$129.61

Bills and Claims

City of Casper

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00018363	WYOMING MACHINERY CO - Purchas	\$101.06	
00018361	WATERWORKS INDUSTRIES - Purcha	\$256.00	
00018363	WYOMING MACHERNERY CO-Purchase	\$645.31	
00018359	IN DAVEY COACH SALES - Purcha	\$229.00	
00018352	BEARING BELTCHAIN00244 - Purch	\$39.96	
00018193	GREINER MOTOR COMPANY - Purcha	\$175.22	
00018349	TITAN MACHINERY - CASP - Purch	\$1,161.36	
00018347	GREINER MOTOR COMPANY - Credit	(\$45.68)	
00018363	WYOMING MACHINERY CO - Purchas	\$210.64	
00018374	WW GRAINGER - Purchase	\$59.36	
00018231	MIDLAND IMPLEMENT CO - Purchas	\$105.78	
00018282	GREINER MOTOR COMPANY - Purcha	\$64.95	
00018287	CASPER TIRE - Purchase	\$20.00	
00018277	BEARING BELTCHAIN00244 - Purch	\$22.75	
00018267	HENSLEY BATTERY & ELEC - Purch	\$192.38	
00018273	MACDONALD EQUIPMENT CO - Purch	\$407.36	
00018237	STOTZ EQUIPMENT - Purchase	\$89.40	
00018253	MACDONALD EQUIPMENT CO - Credi	(\$3.42)	
00018343	MCMASTER-CARR - Purchase	\$20.63	
00018232	BEARING BELTCHAIN00244 - Purch	\$19.95	
00018529	STOTZ EQUIPMENT - Purchase	\$79.74	
00018220	HENSLEY BATTERY & ELEC - Purch	\$103.62	
00018260	STOTZ EQUIPMENT - Purchase	\$80.72	
	\$10,521.22 Subtotal for Dept.		Garage
00018672	CPS DISTRIBUTORS INC C - Purch	\$83.98	
00018492	SUTHERLANDS 2219 - Purchase	\$26.08	
00018069	CASPER STAR TRIBUNE - Purchase	\$208.36	
00018816	PEAKS & PRAIRIES GCSA - Purcha	\$136.50	
00018601	THE HOME DEPOT 6001 - Purchase	\$20.75	
	\$475.67 Subtotal for Dept.		Golf Course
00018533	HOBBY-LOBBY #0233 - Purchase	\$5.59	
	\$5.59 Subtotal for Dept.		Health Insurance
00018376	THE HOME DEPOT 6001 - Purchase	\$303.45	
00018217	MOUNTAIN STATES LITHOG - Purch	\$692.65	
00018346	CRUM ELECTRIC SUPPLY C - Purch	\$132.56	
00018302	GEOTEC INDUSTRIAL SUPP - Purch	\$3,000.00	
00018441	AMBI MAIL AND MARKETIN - Purch	\$67.70	
00018321	AIRGAS CENTRAL - Purchase	\$50.86	
00018190	AIRGAS CENTRAL - Purchase	\$113.64	
00018340	0970 CED - Purchase	\$143.54	
	\$4,504.40 Subtotal for Dept.		Hogadon
00018244	MOUNTAIN STATES LITHOG - Purch	\$65.90	
00018407	MONTE CARLO BRAND STKH - Purch	\$34.35	
00018483	HENNESSEYS TAVERN #21 - Purcha	\$12.76	
00018196	CASPER EVENTS CENTER - Purchas	\$600.00	
00018614	MONTE CARLO FRONT DESK - Purch	\$567.84	
00018424	USPS 57155809430310940 - Purch	\$6.49	
00018174	AMAZON MKTPLACE PMTS - Purchas	\$12.06	
00018325	PEDENS INC. - Purchase	\$30.00	

Bills and Claims

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	\$1,329.40	Subtotal for Dept.	Human Resources
00017882 PAPA JOHN'S #01393 - Purchase	\$49.94		
00017789 SQ ATLANTIC ELECTRIC, - Purch	\$354.69		
00018893 PAPA JOHN'S #01393 - Purchase	\$65.92		
00018978 SAMS CLUB #6425 - Purchase	\$106.27		
00018469 SAMSCLUB #6425 - Purchase	\$65.67		
00018990 WAL-MART #1617 - Purchase	\$18.42		
00018941 PAPA JOHN'S #01393 - Purchase	\$20.98		
00018991 PAPA JOHN'S #01393 - Purchase	\$25.97		
00018998 PAPA JOHN'S #01393 - Purchase	\$65.92		
00017671 WAL-MART #1617 - Purchase	\$8.00		
00018925 SAFEWAY STORE00024687 - Purch	\$7.96		
00017694 BAILEYS ACE HARDWARE - Purchas	\$19.55		
00017910 PAPA JOHN'S #01393 - Purchase	\$18.78		
00018396 BLOEDORN LUMBER CASPER - Purch	\$57.88		
00017775 BARGREEN WYOMING 25 - Purchase	\$157.45		
00017874 SAMSCLUB #6425 - Purchase	\$147.60		
00017951 FARMER BROS CO - Purchase	\$91.78		
00018495 WAL-MART #1617 - Purchase	\$6.00		
00018600 PAPA JOHN'S #01393 - Purchase	\$33.96		
00018629 HIGHLAND PRDCTS GRP LL - Purch	\$474.61		
00017916 SAMS CLUB #6425 - Purchase	\$129.40		
00018785 AMPAC HOLDINGS INC-PURCHASE	\$52.20		
00017693 WAL-MART #1617 - Credit	(\$7.00)		
00017891 SAFEWAY STORE00024687 - Purch	\$20.96		
	\$1,992.91	Subtotal for Dept.	Ice Arena
00018569 SAMSCLUB #6425 - Purchase	\$59.28		
00018589 SUPERSHUTTLE EXECUCARL - Purch	\$20.00		
00018558 DUNKIN DONUTS - Purchase	\$5.48		
00018842 OUTBACK 5011 - Purchase	\$15.71		
00018843 OGGI'S PIZZA & BREWING - Purch	\$17.11		
00018645 OUTBACK 0577 - Purchase	\$19.51		
00018630 DOUBLETREE DENVER SE - Purchas	\$111.13		
00018224 HYATT HOTELS DENVER CC - Purch	\$624.78		
00018900 HYATT HOTELS REGENCY O - Purch	\$518.20		
	\$1,391.20	Subtotal for Dept.	Information Services
00018283 WENDY'S ROCKY MTN - Purchase	\$9.34		
00017378 PROGOLFSHIRTS.COM - Purchase	\$219.03		
00018096 APPLEBEES GATE48248280 - Purch	\$27.83		
00018236 WENDY'S ROCKY MTN - Purchase	\$8.49		
00018291 ALL CREATURES VETERINA - Purch	\$441.54		
00018227 JIMMY JOHN'S # 1164 - Purchase	\$11.06		
00018090 UNO'S CHICAGO GRILL - Purchase	\$18.64		
00018226 NIKE LOVELAND FS 149 - Purchas	\$53.24		
00018868 AMAZON MKTPLACE PMTS - Purchas	\$299.48		
00018073 APPLEBEES GATE48248280 - Purch	\$26.74		
00018183 RUBY TUESDAY #7226 - Purchase	\$20.64		
00018322 PEDENS INC. - Purchase	\$31.50		
00018138 UNO'S CHICAGO GRILL - Purchase	\$25.12		
00017983 EINSTEIN BROS BAGELS33 - Purch	\$7.58		

Bills and Claims

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00018279	ALTITUDE VETERINARY HO - Purch	\$383.45	
00018136	RUBY TUESDAY #7226 - Purchase	\$24.30	
00018697	SHIRTS & MORE, INC. - Purchase	\$133.00	
00017978	CHIPOTLE 0871 - Purchase	\$9.01	
00018040	EINSTEIN BROS BAGELS33 - Purch	\$11.15	
00018206	ROCKY MOUNTAIN ANIMAL - Purcha	\$132.70	
00018145	UNO'S CHICAGO GRILL - Purchase	\$27.87	
00019010	PERSONNEL EVALUATI - Purchase	\$160.00	
00018262	SHELL OIL 574424600QPS - Purch	\$44.20	
00017900	PROGOLFSHIRTS.COM - Purchase	\$233.50	
00018121	UNO'S CHICAGO GRILL - Purchase	\$18.64	
00017968	CHIPOTLE 0871 - Purchase	\$11.12	
00018208	COUNTRY INN BY CARLSON - Purch	\$510.65	
00018043	GREENS SEWER AND DRAIN - Purch	\$142.00	
00018981	AMAZON MKTPLACE PMTS - Purchas	\$64.50	
	\$3,106.32		Subtotal for Dept. Metro Animal
00018555	3 FORKS MUDDY 07063118 - Local	\$1.23	
00018627	HOMEWOOD SUITES - Local Match	\$50.97	
00018555	3 FORKS MUDDY 07063118 - Feder	\$11.68	
00018627	HOMEWOOD SUITES - Federal Port	\$484.99	
00018586	MAVERIK #438 - Federal Portion	\$14.39	
00018586	MAVERIK #438 - Local Match	\$1.51	
	\$564.77		Subtotal for Dept. Metropolitan Planning
00017977	LOAF N JUG #0131 Q81 - Purch	\$33.91	
00018360	CAN CANONUSA DIRECT - Purchase	\$56.70	
00018033	ATLAS OFFICE PRODUCTS - Purcha	\$7.10	
00018518	ATLAS OFFICE PRODUCTS - Purcha	\$25.18	
00018478	ATLAS OFFICE PRODUCTS - Purcha	\$8.94	
00018174	AMAZON MKTPLACE PMTS - Purchas	\$12.06	
00017780	FIRE HOUSE PIZZERIA - Purchase	\$38.56	
00018608	ATLAS OFFICE PRODUCTS - Purcha	\$16.48	
00018367	ATLAS OFFICE PRODUCTS - Purcha	\$284.77	
00018067	IN POWDER RIVER SHRED - Purch	\$21.00	
00018403	ATLAS OFFICE PRODUCTS - Purcha	\$69.52	
	\$574.22		Subtotal for Dept. Municipal Court
00018474	SUTHERLANDS 2219 - Purchase	\$25.46	
00018453	BLOEDORN LUMBER CASPER - Purch	\$96.19	
00018524	R & R REST STOPS - Purchase	\$7,870.92	
00018574	UNITED 01624241867496 - Pur	\$309.70	
00018416	BLOEDORN LUMBER CASPER - Purch	\$13.04	
00018417	SAMS CLUB #6425 - Purchase	\$33.21	
00018464	WYOMING PLANT COMPANY - Purcha	\$2,850.00	
00018451	THE HOME DEPOT 6001 - Purchase	\$44.52	
00018531	UNITED 01624241867511 - Pur	\$309.70	
00018514	BAILEYS ACE HARDWARE - Purchas	\$37.56	
00018052	CASPER STAR TRIBUNE - Purchase	\$165.90	
00018418	SUTHERLANDS 2219 - Purchase	\$266.36	
00018153	CASPER STAR TRIBUNE - Purchase	\$180.72	
00018144	CASPER STAR TRIBUNE - Purchase	\$380.20	
00018298	BLOEDORN LUMBER CASPER - Purch	\$56.64	

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00018761	SQ COMPLETE TREE SERV - Purch	\$2,390.00	
00018303	RADIOSHACK COR00186973 - Purch	\$19.42	
00018713	ATLAS OFFICE PRODUCTS - Purcha	\$44.89	
00018413	THE HOME DEPOT 6001 - Purchase	\$69.88	
00018491	NORCO INC - Purchase	\$123.88	
00018415	CASPER CONTRACTOR SUPP - Purch	\$35.02	
00018502	CRUM ELECTRIC SUPPLY C - Purch	\$248.50	
00018538	UNITED 01624241867511 - Cre	(\$4.00)	
00018345	CASPER COLLEGE - Purchase	\$100.00	
00018261	MENARDS CASPER - Purchase	\$534.90	
00018542	HARBOR FREIGHT TOOLS 3 - Purch	\$2.97	
00018582	MENARDS CASPER - Purchase	\$82.74	
00018618	BAILEYS ACE HARDWARE - Purchas	\$5.99	
00018409	SUTHERLANDS 2219 - Purchase	\$19.69	
00018548	UNITED 01624241867500 - Pur	\$309.70	
00018489	BARGREEN WYOMING 25 - Purchase	\$40.40	
00018257	THE HOME DEPOT 6001 - Purchase	\$57.77	
00018394	CASPER COLLEGE - Purchase	\$316.00	
00018636	CPS DISTRIBUTORS INC C - Purch	\$73.08	
00018664	TOP OFFICE PRODUCTS - Purchase	\$17.38	
00018389	HOODS EQUIPMENT & SPRI - Purch	\$140.95	
	\$17,269.28 Subtotal for Dept.		Parks
00018580	ATLAS OFFICE PRODUCTS - Purcha	\$143.92	
00018625	IN-N-OUT BURGER - Provo - Din	\$5.76	
00018397	BOUT TIME PUB - SLC - Lunch	\$10.07	
00018603	HOMEWOOD SUITES - SLC - Hotel	\$535.96	
00018174	AMAZON MKTPLACE PMTS - Purchas	\$12.06	
00018414	CASPER STAR TRIBUNE - Purchase	\$30.55	
00018439	FUEL - Wamsutter, WY	\$22.74	
00018463	FEDEX 805569961853 - Purchase	\$35.04	
00018334	SQ BACK DOOR DELI - Purchase	\$24.69	
00018435	BEERHIVE PUB - SLC - Dinner	\$17.25	
00018420	FUEL - Salt Lake City	\$34.86	
00018578	TONY CAPUTO'S - SLC - Lunch	\$8.90	
00018411	CASPER STAR TRIBUNE - Purchase	\$177.80	
	\$1,059.60 Subtotal for Dept.		Planning
00018888	FEDEX 91936681 - Purchase	\$67.69	
00018994	FEDEX 91962016 - Purchase	\$36.68	
00018251	BEARING BELTCHAIN00244 - Purch	\$27.48	
00018275	KING SOOPERS #0626 FUE - Purch	\$35.70	
00018185	CORNER STORE 4545 - Purchase	\$30.84	
00018596	NOLAND FEED INC. - Purchase	\$86.80	
00018736	NMI NATIONWIDE/ALLIED - Purcha	\$50.00	
00018749	CASPER STAR TRIBUNE - Purchase	\$263.00	
00018802	TLO TRANSUNION - Purchase	\$112.00	
00018834	RICOH USA, INC - Purchase	\$31.35	
00018442	STAPLES 00114181 - Purch	\$27.98	
00018980	CASPER ANIMAL CENTER, - Purcha	\$50.43	
00018862	IN JOHNSON ROBERTS & - Purcha	\$49.00	
00018254	R & R REST STOPS - Purchase	\$138.92	

Bills and Claims

City of Casper

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00018896 ATLAS OFFICE PRODUCTS - Purcha	\$131.75		
00018908 QUALITY OFFICE SOLUTIO - Purch	\$11.04		
00018930 QUALITY OFFICE SOLUTIO - Purch	\$202.00		
00018955 RESPOND FIRST AID - Purchase	\$258.08		
00018450 SAMSCLUB #6425 - Purchase	\$37.53		
00018584 MURDOCH'S RANCH & HOME - Purch	\$61.91		
00017896 IACP - Purchase	\$50.00		
00018690 STAPLES 00114181 - Purch	\$99.98		
00018989 TLO TRANSUNION - Purchase	\$111.00		
00018986 QUALITY OFFICE SOLUTIO - Purch	\$249.99		
00017421 THE HOME DEPOT 6001 - Purchase	\$222.37		
00018849 GAL UNIFORM&EQUIPMENT - Purcha	\$484.17		
00017578 HILTON GARDEN INN - Purchase	\$66.40		
00017948 PILOT 00007591 - Purch	\$26.12		
00018245 CSI FORENSIC SUPPLY - Purchase	\$254.53		
00017432 THE HOME DEPOT 6001 - Purchase	\$21.97		
00017352 POLICESTORE/BROWNELLS - Purcha	\$65.40		
00018064 URGENT CARE OF CASPER - Purcha	\$360.00		
00017868 KAYCEE SINCLAIR - Purchase	\$45.98		
00018174 AMAZON MKTPLACE PMTS - Purchas	\$12.06		
00017433 EB 2014 CIT INTERNATI - Purch	\$400.00		
00018319 PAYPAL RONSMITH - Purchase	\$600.00		
00018216 PILOT 00001412 - Purch	\$46.42		
00017762 THE UPS STORE 2200 - Purchase	\$89.27		
00017860 BLACKTHORN K9 - Purchase	\$42.00		
00018297 EXXONMOBIL 47736855 - Purch	\$47.27		
	\$5,005.11	Subtotal for Dept.	Police
00018117 J J KELLER & ASSOCIATE - Purch	\$268.24		
	\$268.24	Subtotal for Dept.	Property & Liability Insurance
00018865 SAMSCLUB #6425 - Purchase	\$29.93		
00018674 SAFEWAY STORE00024687 - Purch	\$9.94		
00018735 SAFEWAY STORE00024687 - Purch	\$203.37		
00018753 MOUNTAIN STATES LITHOG - Purch	\$72.80		
00018378 CPU VENTURE TECH NETWO - Purch	\$105.00		
00018235 SNOW KING - Purchase	\$133.34		
00018174 AMAZON MKTPLACE PMTS - Purchas	\$12.06		
00018400 RICOH USA, INC - Purchase	\$343.00		
00018197 GHB - JACKSON WY - Purchase	\$13.27		
00018785 AMPAC HOLDINGS INC - Purchase	\$52.20		
00018974 NORCO INC - Purchase	\$125.60		
00018223 SNOW KING FOOD AND BEV - Purch	\$17.84		
00018313 USPS 57155809430310940 - Purch	\$39.95		
00018865 SAMSCLUB #6425 - PURCHASE	\$182.12		
00018785 AMPAC HOLDINGS INC-PURCHASE	\$52.20		
00018629 HIGHLAND PRDCTS GRP LL - Purch	\$474.62		
00018197 GHB - JACKSON WY - Purchase	\$13.29		
00018587 WAGON WHEEL ROLLER SKA - Purch	\$650.00		
00018225 BAILEYS ACE HARDWARE - Purchas	\$11.64		
00018400 RICOH USA, INC - Purchase	\$343.00		
00018635 NORCO INC - Purchase	\$79.01		

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

00018235 SNOW KING - Purchase	\$144.88	
	\$3,109.06	Subtotal for Dept. Recreation
00018046 PILOT 00007591 - Purch	\$160.00	
00017919 PEDENS INC. - Purchase	\$690.00	
00017945 AMERI-TECH EQUIPMENT C - Purch	\$633.56	
00018171 NORCO INC - Purchase	\$444.48	
00018209 STARBUCKS #21239 CASPE - Purch	\$90.00	
00017440 GOLDSTAR PRODUCTS INC - Purcha	\$220.03	
00018471 ALSCO SLCAS - Purchase	\$69.00	
00018263 PROTEK CHEMICAL, INC - Purchas	\$400.00	
00018266 COLDSTONE #2100 - Purchase	\$300.00	
00018278 SAMSLUB #6425 - Credit	(\$4.86)	
00018286 SAMSLUB #6425 - Purchase	\$799.38	
00018101 QUALITY OFFICE SOLUTIO - Credi	(\$500.93)	
00018320 AMAZON.COM- Credit	(\$75.89)	
00017927 LOVE S COUNTRY00002204 - Purch	\$157.13	
00018304 SAMSLUB #6425 - Purchase	\$40.50	
00018626 WAL-MART #1617 - Purchase	\$20.94	
00018246 SAMS CLUB #6425 - Purchase	\$208.79	
00018149 AMAZON.COM- Purchase	\$75.89	
00018517 PEDENS INC. - Purchase	\$627.50	
00018059 ATLAS OFFICE PRODUCTS - Purcha	\$34.47	
00018454 MENARDS CASPER - Purchase	\$2,939.00	
	\$7,328.99	Subtotal for Dept. Refuse Collection
00017961 HOSE & RUBBER SUPPLY - Purchas	\$5.21	
00018290 SAMSLUB #6425 - Purchase	\$92.98	
00018506 ALSCO SLCAS - Purchase	\$160.68	
00018115 CASPER STAR TRIBUNE - Purchase	\$180.72	
	\$439.59	Subtotal for Dept. Sewer
00018786 SUTHERLANDS 2219 - Purchase	\$53.10	
00018365 AMERIGAS AMERIGAS - Purcha	\$232.53	
00018631 HARBOR FREIGHT TOOLS 3 - Purch	\$35.98	
00018658 SHIRTS & MORE, INC. - Purchase	\$146.25	
00018664 TOP OFFICE PRODUCTS - Purchase	\$17.39	
00018942 GALLS INTERN - PURCHASE	\$334.95	
00018241 VOLVO OF MILLS - Credit	(\$49.43)	
00018935 INDUSTRIAL DISTRIBU - Purchase	\$20.50	
00018647 ALSCO SLCAS - Purchase	\$478.18	
00018616 BEARING BELTCHAIN00244 - Purch	\$34.24	
00018713 ATLAS OFFICE PRODUCTS - Purcha	\$44.89	
00018327 GEAR UP AND GET OUT TH - Purch	\$2,488.50	
00018592 ADVANCED TRAFFIC PRODU - Purch	\$1,490.00	
00018303 RADIOSHACK COR00186973 - Purch	\$19.42	
00018071 CASPER STAR TRIBUNE - Purchase	\$414.56	
00017753 VOLVO OF MILLS - Purchase	\$49.43	
00018077 CASPER STAR TRIBUNE - Purchase	\$180.72	
00018496 MURDOCH'S RANCH & HOME - Purch	\$137.90	
	\$6,129.11	Subtotal for Dept. Streets
00018804 STAPLES 00114181 - Purch	\$11.79	
00018722 LYLE SIGNS - Purchase	\$472.92	

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

00018104	CASPER STAR TRIBUNE - Purchase	\$176.28	
00018657	ALSCO SLCAS - Purchase	\$45.20	
		\$706.19	Subtotal for Dept. Traffic
00018169	MUNICIPAL TREATMENT EQ - Purch	\$1,230.74	
00018091	ENERGY LABORATORIES, I - Purch	\$2,160.00	
00018182	STOTZ EQUIPMENT - Purchase	\$145.55	
00018129	HERCULES INDUSTRIES CA - Purch	\$4,975.00	
00018184	TFS FISHER SCI ATL - Purchase	\$64.72	
00018477	BAILEYS ACE HARDWARE - Purchas	\$16.98	
00018508	BLOEDORN LUMBER CASPER - Purch	\$96.76	
00018475	ALSCO SLCAS - Purchase	\$711.22	
00018660	TFS FISHER SCI ATL - Purchase	\$79.25	
00018107	BEARING BELTCHAIN00244 - Purch	\$41.74	
00018056	NORTHROP BOILER WORKS - Purcha	\$124.55	
00018191	MUNICIPAL TREATMENT EQ - Purch	\$836.24	
00018419	BAILEYS ACE HARDWARE - Purchas	\$29.99	
00018479	ENERGY LABORATORIES, I - Purch	\$54.00	
00018421	WEAR PARTS INC - Purchase	\$137.25	
00018332	CRUM ELECTRIC SUPPLY C - Purch	\$321.91	
00018544	ATLAS OFFICE PRODUCTS - Purcha	\$86.44	
00018532	HACH COMPANY - Purchase	\$1,844.39	
00018051	CASPER STAR TRIBUNE - Purchase	\$391.00	
00018176	SHERWIN WILLIAMS #3439 - Purch	\$77.00	
00018510	FOREMANS QUALITY MACHI - Purch	\$325.16	
00018306	ENERGY LABORATORIES, I - Purch	\$54.00	
00018643	MOTION INDUSTRIES WY54 - Purch	\$4,171.98	
00018399	SHEET METAL SPECIALTIE - Purch	\$575.00	
00018641	CASPER CONTRACTOR SUPP - Purch	\$42.04	
00018375	WW GRAINGER - Purchase	\$366.85	
00018651	FLUID COMPONENTS INTL - Purcha	\$1,175.48	
00018667	SHERWIN WILLIAMS #3439 - Purch	\$39.00	
00018748	NORCO INC - Purchase	\$87.75	
00018234	TFS FISHER SCI ATL - Purchase	\$50.40	
00018776	WEAR PARTS INC - Purchase	\$119.26	
00018214	FEDEX 780144170280 - Purchase	\$36.38	
00018681	BEARING BELTCHAIN00244 - Purch	\$15.18	
00018752	HOSE & RUBBER SUPPLY - Purchas	\$15.20	
		\$20,498.41	Subtotal for Dept. Waste Water
00018792	BEARING BELTCHAIN00244 - Purch	\$80.46	
00018472	ALSCO SLCAS - Purchase	\$498.45	
00018787	HOLIDAY LODGE - Purchase	\$70.85	
00018768	UNITED STATES WELDING - Purcha	\$19.23	
00018765	FLEETPRIDE 893 - Purchase	\$52.92	
00018807	PACIFIC HIDE AND FUR # - Purch	\$13.25	
00018763	HOWARD SUPPLY COMPANY - Purcha	\$47.36	
00018728	TOP OFFICE PRODUCTS - Purchase	\$105.12	
00018470	ENERGY LABORATORIES, I - Purch	\$20.00	
00018436	HOSE & RUBBER SUPPLY - Purchas	\$144.81	
00018292	SAMS CLUB #6425 - Purchase	\$71.84	
00018219	NORCO INC - Purchase	\$101.85	

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

00018269	HOSE & RUBBER SUPPLY - Purchas	\$11.21	
00018392	ENERGY LABORATORIES, I - Purch	\$340.00	
00018205	GUNNERS METERS - Purchase	\$1,011.00	
00018202	BEARING BELTCHAIN00244 - Purch	\$13.80	
00017924	SAFETY KLEEN SYSTEMS B - Purch	\$366.73	
00018288	CASPER CONTRACTOR SUPP - Purch	\$24.76	
00018717	DECKER AUTO GLASS - Purchase	\$280.54	
00018009	DIAMOND VOGEL PAINT #7 - Purch	\$80.78	
00018280	NORCO INC - Purchase	\$151.07	
00017971	KNIFE RIVER 5701 - Purchase	\$245.66	
00018458	ENERGY LABORATORIES, I - Purch	\$40.00	
00018292	SAMS CLUB #6425 - Purchase	\$40.94	
00018438	WATERWORKS INDUSTRIES - Purcha	\$1,363.29	
00018299	UNION WIRELESS - Purchase	\$129.58	
00018264	PROTEK CHEMICAL, INC - Purchas	\$650.00	
00018716	BEARING BELTCHAIN00244 - Purch	\$37.99	
00018541	BEARING BELTCHAIN00244 - Purch	\$8.83	
00018566	HOSE & RUBBER SUPPLY - Purchas	\$2,843.67	
00018567	ATLAS OFFICE PRODUCTS - Purcha	\$65.01	
00018573	HOSE & RUBBER SUPPLY - Purchas	\$93.82	
00018500	NORCO INC - Purchase	\$163.34	
00018481	SUTHERLANDS 2219 - Purchase	\$22.96	
00018213	VZWRLLS IVR VB - Purchase	\$482.64	
00018462	71 CONSTRUCTION INC #1 - Purch	\$218.07	
00018444	SUTHERLANDS 2219 - Purchase	\$45.95	
00018285	VOLVO OF MILLS - Purchase	\$110.48	
00018087	SUTHERLANDS 2219 - Purchase	\$38.71	
00018390	ENERGY LABORATORIES, I - Purch	\$840.00	
00018089	FERGUSON ENT #3069 - Purchase	\$33.02	
00018372	MC ENTERPRISES, INC. - Purchas	\$161.11	
00018341	KNIFE RIVER 5701 - Purchase	\$238.00	
00018356	BEARING BELTCHAIN00244 - Purch	\$32.45	
00018386	WW GRAINGER - Purchase	\$389.88	
00017913	ENERGY LABORATORIES, I - Purch	\$255.00	
00018493	ENERGY LABORATORIES, I - Purch	\$40.00	
00017959	VOLVO OF MILLS - Purchase	\$177.89	
00018621	SUTHERLANDS 2219 - Purchase	\$22.56	
00018624	NORCO INC - Purchase	\$43.51	
00018521	HOSE & RUBBER SUPPLY - Purchas	\$19.16	
00018329	VOLVO OF MILLS - Purchase	\$86.80	
00018564	DANA KEPNER CO. - Purchase	\$46.56	
00018687	BOBCAT OF CASPER - Purchase	\$77.72	
00018341	KNIFE RIVER 5701 - Purchase	\$192.00	
	\$12,762.63 Subtotal for Dept.		Water
00018012	UNITED STATES WELDING - Purcha	\$3,184.16	
00018468	HARRINGTON 08 DENVER - Purchas	\$1,988.81	
00018158	ATLAS OFFICE PRODUCTS - Purcha	\$92.02	
00017252	POWER SERVICE INC - Purchase	\$8,217.42	
00018780	BEARING BELTCHAIN00244 - Purch	\$47.07	
00017991	CASPER STAR TRIBUNE - Purchase	\$32.72	

Bills and Claims

City of Casper

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00018094 ENERGY LABORATORIES - Purchase	\$146.00	
00018460 PACIFIC HIDE AND FUR # - Purch	\$316.62	
00018137 WW GRAINGER - Purchase	\$103.03	
00018633 BEARING BELTCHAIN00244 - Purch	\$59.48	
00018195 COASTAL CHEMICAL CO LL - Purch	\$166.48	
00018199 FERGUSON ENT #3069 - Purchase	\$36.18	
00018233 BEARING BELTCHAIN00244 - Purch	\$31.35	
00018002 EUROFINS EATON ANALYTI - Purch	\$200.00	
00018031 ALSCO SLCAS - Purchase	\$68.80	
00018068 WW GRAINGER - Purchase	\$276.70	
00018116 RADIOSHACK COR00186973 - Purch	\$54.95	
00018039 AUTOMATION ELECTRONICS - Purch	\$483.00	
00018311 HOUSTON SUPPLY 20 - Purchase	\$83.64	
	\$15,588.43	Subtotal for Dept. Water Treatment Plant
00018315 VOLVO OF MILLS - Credit	(\$13.54)	
00018294 VOLVO OF MILLS - Purchase	\$44.59	
	\$31.05	Subtotal for Dept. Weed And Pest
	\$174,473.83	Subtotal for Vendor

PEPPER TANK & CONTRACTING

88725 REBUILD DWB DIVERT SLUICE GATE

\$1,970.00	
\$1,970.00	Subtotal for Dept. Waste Water
\$1,970.00	Subtotal for Vendor

PEPSI COLA OF CASPER

11897 CONCESSION SUPPLIES

\$55.00	
\$55.00	Subtotal for Dept. Casper Events Center
\$55.00	Subtotal for Vendor

PINNACLE CONSTRUCTION

2772460 WINDY CITY HOME ROOF REPLACEME

\$15,871.00	
\$15,871.00	Subtotal for Dept. CDBG
\$15,871.00	Subtotal for Vendor

PORTER, MUIRHEAD, CORNIA & HOWARD

207589 PROFESSIONAL AUDIT SERVICES

\$25,000.00	
\$25,000.00	Subtotal for Dept. Finance
\$25,000.00	Subtotal for Vendor

POSTAL PROS, INC.

73990 UTILITY BILL EXPENSE

\$12,337.68	
\$12,337.68	Subtotal for Dept. Finance
\$12,337.68	Subtotal for Vendor

POWELL, STEPHANIE

0023011016 DEPOSIT/CREDIT REFUND

\$32.38	
\$32.38	Subtotal for Dept. Water
\$32.38	Subtotal for Vendor

PROTECH ELECTRIC INC.

5264 BIOSOLIDS COMPOST 13-39

\$4,553.85	
\$4,553.85	Subtotal for Dept. Balefill

Bills and Claims

City of Casper

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RECYCLED MATERIALS, LLC.
0818 HAULER FOR WOOD CHIPS

\$4,553.85 Subtotal for Vendor

\$4,200.00
\$4,200.00 Subtotal for Dept. Balefill

\$4,200.00 Subtotal for Vendor

RESOURCE STAFFING
3908 LABOR

\$160.97
\$160.97 Subtotal for Dept. Casper Events Center

\$160.97 Subtotal for Vendor

RICHARD YOUNG
RIN0024462 TRAVEL EXPENSES

\$1,007.90
\$1,007.90 Subtotal for Dept. Fort Caspar

\$1,007.90 Subtotal for Vendor

RICHARDSON, PATRICIA
0023011018 DEPOSIT/CREDIT REFUND

\$9.22
\$9.22 Subtotal for Dept. Water

\$9.22 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016910101422 ELECTRICITY
AP00014910101422 ELECTRICITY

\$406.42
\$5,239.59
\$5,646.01 Subtotal for Dept. Aquatics

AP00016710101422 ELECTRICITY

\$3,497.12
\$3,497.12 Subtotal for Dept. Balefill

AP00015310101422 ELECTRICITY

\$12,025.09
\$12,025.09 Subtotal for Dept. Casper Events Center

AP00015010101422 ELECTRICITY

\$184.79
\$184.79 Subtotal for Dept. Cemetery

AP00015110101422 ELECTRICITY

\$831.11

AP00015110101422 ELECTRICITY

\$82.92

AP00015110101422 ELECTRICITY

\$4,598.82

AP00015110101422 ELECTRICITY

\$26.46

AP00015110101422 ELECTRICITY

\$598.56

\$6,137.87 Subtotal for Dept. City Hall

AP00015510101422 ELECTRICITY

\$2,956.13

\$2,956.13 Subtotal for Dept. Fire

AP00015610101422 ELECTRICITY

\$991.84

\$991.84 Subtotal for Dept. Fort Caspar

AP00015410101422 ELECTRICITY

\$3,124.33

\$3,124.33 Subtotal for Dept. Garage

AP00015710101422 ELECTRICITY

\$2,462.35

\$2,462.35 Subtotal for Dept. Golf Course

AP00015910101422 ELECTRICITY

\$6,888.65

\$6,888.65 Subtotal for Dept. Ice Arena

AP00016010101422 ELECTRICITY

\$1,028.61

\$1,028.61 Subtotal for Dept. Metro Animal

Bills and Claims

City of Casper

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AP00016110101422 ELECTRICITY

\$8,592.11

\$8,592.11 Subtotal for Dept. Parks

AP00016210101422 ELECTRICITY

\$307.72

\$307.72 Subtotal for Dept. Police

AP00015210101422 ELECTRICITY

\$4,754.75

\$4,754.75 Subtotal for Dept. Recreation

AP00016310101422 ELECTRICITY

\$436.63

\$436.63 Subtotal for Dept. Sewer

AP00017010101422 ELECTRICITY

\$89.18

AP00016410101422 ELECTRICITY

\$54,707.58

\$54,796.76 Subtotal for Dept. Traffic

AP00016610101422 ELECTRICITY

\$29,055.13

\$29,055.13 Subtotal for Dept. Waste Water

AP00016510101422 ELECTRICITY

\$37,722.84

\$37,722.84 Subtotal for Dept. Water

\$180,608.73 Subtotal for Vendor

RODRIGUEZ, MERCEDEZ

0023011020 DEPOSIT/CREDIT REFUND

\$12.45

\$12.45 Subtotal for Dept. Water

\$12.45 Subtotal for Vendor

ROUTESMART TECH.

M-7241408 ANNUAL MAINTENANCE FEE

\$6,300.00

\$6,300.00 Subtotal for Dept. Refuse Collection

\$6,300.00 Subtotal for Vendor

SCENIC CONSTRUCTION

0022964859 DEPOSIT/CREDIT REFUND

\$61.11

\$61.11 Subtotal for Dept. Water

0022964860 DEPOSIT/CREDIT REFUND

\$56.05

\$56.05 Subtotal for Dept. Water

\$117.16 Subtotal for Vendor

SCHWARTZ, BON, WALKER, & STUDER, LLC.

5557 LEGAL SERVICES

\$5,720.00

5572 LEGAL SERVICES

\$5,764.00

\$11,484.00 Subtotal for Dept. Council

\$11,484.00 Subtotal for Vendor

SHIRTS & MORE

40338 TUNE-UP DAY PRINTED T-SHIRTS

\$200.00

\$200.00 Subtotal for Dept. Hogadon

\$200.00 Subtotal for Vendor

SHOSHONE DISTRIBUTING CO., INC.

002432 POSTCARDS, MUGS, KEYCHAINS, SE

\$390.50

\$390.50 Subtotal for Dept. Fort Caspar

\$390.50 Subtotal for Vendor

SIEMENS DEMAG DELAVAL TURBOMACHINERY

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

90097351 SERVICE ON 3 SINGLE-STAGE

\$26,790.25

\$26,790.25 Subtotal for Dept. Waste Water

\$26,790.25 Subtotal for Vendor

SOIK, BRIANA

0023011015 DEPOSIT/CREDIT REFUND

\$35.80

\$35.80 Subtotal for Dept. Water

\$35.80 Subtotal for Vendor

SPARTAN ERV

4735 SPARTAN GLADIATOR ERV RP 100

\$949,050.00

4735 CHANGE ORDERS/ ADDTL COST

\$9,320.00

\$958,370.00 Subtotal for Dept. Fire Dept

\$958,370.00 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

834848 AMENDEMENT #1 - N. PLATTE RIVE

\$1,447.60

\$1,447.60 Subtotal for Dept. Streets

\$1,447.60 Subtotal for Vendor

STAR LINE FEEDS

229666 ANIMAL FOOD

\$547.20

229857 ANIMAL FOOD

\$300.10

\$847.30 Subtotal for Dept. Metro Animal

\$847.30 Subtotal for Vendor

STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

RIN0024486 APPLICATION FEE

\$100.00

\$100.00 Subtotal for Dept. Hogadon

\$100.00 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

RIN0024457 SALES TAX

\$3.10

RIN0024457 SALES TAX

\$2.57

\$5.67 Subtotal for Dept. Aquatics

RIN0024457 SALES TAX

\$125.30

\$125.30 Subtotal for Dept. Balefill

RIN0024457 SALES TAX

\$6.56

RIN0024457 SALES TAX

\$1,068.34

RIN0024457 SALES TAX

\$782.06

RIN0024457 SALES TAX

\$328.56

\$2,185.52 Subtotal for Dept. Casper Events Center

RIN0024457 SALES TAX

\$369.44

\$369.44 Subtotal for Dept. Fort Caspar

RIN0024457 SALES TAX

(\$393.34)

(\$393.34) Subtotal for Dept. General Fund Revenue

RIN0024457 SALES TAX

\$316.03

\$316.03 Subtotal for Dept. Ice Arena

RIN0024457 SALES TAX

\$42.05

\$42.05 Subtotal for Dept. Recreation

\$2,650.67 Subtotal for Vendor

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0024443	PRINCIPAL-CWSRF-09-027	\$477,086.11		
RIN0024443	INTEREST-CWSRF-09-027	\$196,458.74		
RIN0024444	PRINCIPAL-CWSRF-128	\$3,434.22		
		\$676,979.07	Subtotal for Dept.	Waste Water
		\$676,979.07	Subtotal for Vendor	

STEPHENS, JACOB

0022964854	DEPOSIT/CREDIT REFUND	\$14.76		
		\$14.76	Subtotal for Dept.	Water
		\$14.76	Subtotal for Vendor	

STEVE FREEL

RIN0024453	TRAVEL EXPENSES	\$60.00		
		\$60.00	Subtotal for Dept.	Police
		\$60.00	Subtotal for Vendor	

SYSCO FOOD SVCS. CORP.

409300529	ALCOHOL	\$108.03		
409300529	OPERATING SUPPLIES-CATERING	\$9,725.01		
410020697	OPERATING SUPPLIES-CATERING	\$5,338.00		
410010786	OPERATING SUPPLIES-CATERING	\$528.25		
410042110	ALCOHOL	\$219.37		
410020595	OPERATING SUPPLIES-CATERING	(\$273.70)		
410080598	OPERATING SUPPLIES-CATERING	\$1,660.93		
410080598	CONCESSION SUPPLIES	\$233.92		
409260273	OPERATING SUPPLIES-CATERING	\$1,378.27		
409260273	ALCOHOL	\$23.71		
409260273	CONCESSION SUPPLIES	\$106.70		
		\$19,048.49	Subtotal for Dept.	Casper Events Center
		\$19,048.49	Subtotal for Vendor	

TALLEY ENTERPRISES

655507	HAULER FOR WOOD CHIPS	\$4,400.00		
		\$4,400.00	Subtotal for Dept.	Balefill
		\$4,400.00	Subtotal for Vendor	

TERRACON

T564530	SWF AIR EMISSIONS MONITORING A	\$1,104.00		
		\$1,104.00	Subtotal for Dept.	Balefill
		\$1,104.00	Subtotal for Vendor	

TORRENT ENGINEERING & EQUIPMENT

4369	PUMPHOUSE REHABILITATION	\$12,339.00		
		\$12,339.00	Subtotal for Dept.	Capital Projects
		\$12,339.00	Subtotal for Vendor	

TOWN OF MILLS

13278	REFUND REGISTRATION	\$125.00		
		\$125.00	Subtotal for Dept.	Police
RIN0024489	REFUND - SEWER BILLING	\$15,534.09		
		\$15,534.09	Subtotal for Dept.	General Fund

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

\$15,659.09 Subtotal for Vendor

TRETO CONST.

1297 BALEFILL COMPOST YARD BUILDING
1297 RET PAY BLFL COMPST YRD BLDG 1

\$122,900.00

(\$6,145.00)

\$116,755.00 Subtotal for Dept. Balefill

\$116,755.00 Subtotal for Vendor

TURNKEY SVCS INC.

287 ROCKY MOUNTAIN POWER OVERSIGHT

\$2,917.04

\$2,917.04 Subtotal for Dept. Special Reserves

\$2,917.04 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

18899 MEDICAL TESTING

\$58.00

\$58.00 Subtotal for Dept. Police

2112428 DRUG SCREENS/NON-DOT

\$544.00

2112432 POLICE/DRUG SCREENS

\$466.00

2112429 DRUG SCREENS/RANDOM DOT

\$270.00

2112430 DRUG SCREENS/NON-DOT; BREATH

\$118.00

\$1,398.00 Subtotal for Dept. Property & Liability Insurance

2112431 POLICE/HEP B CORE ANTIBODY

\$32.00

\$32.00 Subtotal for Dept. Waste Water

2112433 HEP B VACC ADULT 3 DOSE IM

\$116.00

\$116.00 Subtotal for Dept. Water

\$1,604.00 Subtotal for Vendor

VERIZON WIRELESS

9732256584 COMMAND BUS SERVICE

\$122.03

9732950177 CELL PHONE SERVICE

\$88.80

\$210.83 Subtotal for Dept. Communications Center

9732950177 CELL PHONE SERVICE

\$178.95

\$178.95 Subtotal for Dept. Metro Animal

9732950177 CELL PHONE SERVICE

\$144.93

9732950178 FLEET AIR CARDS

\$3,281.54

\$3,426.47 Subtotal for Dept. Police

\$3,816.25 Subtotal for Vendor

VISITS LLC

1398 CAR WASHES

\$15.00

\$15.00 Subtotal for Dept. Code Enforcement

\$15.00 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0024439 WATER USAGE

\$123.91

\$123.91 Subtotal for Dept. Water Treatment Plant

\$123.91 Subtotal for Vendor

WCDA

0023011021 DEPOSIT/CREDIT REFUND

\$6.53

0023011021 DEPOSIT/CREDIT REFUND

\$221.31

\$227.84 Subtotal for Dept. Water

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

\$227.84 Subtotal for Vendor

WEIGHT WATCHERS

RIN0024432 ROOM RENTAL REFUND

\$780.00

\$780.00 Subtotal for Dept. Recreation

\$780.00 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC14006-1003 GOODSTEIN PARK LIGHTING &

\$685.00

\$685.00 Subtotal for Dept. Parks

\$685.00 Subtotal for Vendor

WESTERN PLAINS LANDSCAPING LLC.

20360 SUZ MCMRY PRK SOD PROJ 14-46

\$19,950.00

\$19,950.00 Subtotal for Dept. Parks

\$19,950.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

130130020 MIDWEST AVE RECONSTRUCTION PRO

\$5,567.41

\$5,567.41 Subtotal for Dept. Streets

\$5,567.41 Subtotal for Vendor

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

59586 LEGAL COUNSEL FOR BALERS

\$520.00

\$520.00 Subtotal for Dept. Balefill

\$520.00 Subtotal for Vendor

WOLVERINE DISTRIBUTING

140437 LITTLE WYO, NATIVE AM GAMES, D

\$316.36

\$316.36 Subtotal for Dept. Fort Caspar

\$316.36 Subtotal for Vendor

WORLDWASH

9261 HOODS, GREASE REMOVAL, FANS, D

\$575.00

\$575.00 Subtotal for Dept. Golf Course

\$575.00 Subtotal for Vendor

WORTHINGTON, LENHART & CARPENTER

2014-11186 OYD PED BRDG PTHWY PAV 14-34

\$4,698.27

2014-11366 OYD PED BRDG PTHWY, PAV 14-34

\$7,192.69

\$11,890.96 Subtotal for Dept. Parks

\$11,890.96 Subtotal for Vendor

WY. DEPT. OF WORKFORCE SVCS.

RIN0024472 UNEMPLOYMENT INTEREST

\$15.12

\$15.12 Subtotal for Dept. Waste Water

\$15.12 Subtotal for Vendor

WY. MACHINERY CO.

R1289708 DOZER RENTAL

\$17,185.50

PO 3871601 BELT FOR LOADER

\$49.34

WO 3873533 COMPOST LOADER REPAIRS

\$2,455.64

R1289707 DOZER RENTAL

\$17,185.50

R12897041 CREDIT MEMO

(\$5,728.50)

Bills and Claims

City of Casper

08-Oct-14 to 21-Oct-14

R12897051 CREDIT MEMO	(\$5,728.50)	
R1289706 DOZER RENTAL	\$17,185.50	
WO 3876060 UNIT 141459/ENGINE REPAIR	\$1,428.24	
WO 3892994 PM SERVICE ON UNIT #141498	\$1,126.07	
	\$45,158.79	Subtotal for Dept. Balefill
	\$45,158.79	Subtotal for Vendor

WY. MEDICAL CENTER

1425800458 INVESTIGATION 14-065342	\$814.30	
	\$814.30	Subtotal for Dept. Police
	\$814.30	Subtotal for Vendor

WY. SPECIAL OLYMPICS

4180974 SPECIAL OLYMPICS G. MICHAEL PE	\$300.00	
	\$300.00	Subtotal for Dept. Council
	\$300.00	Subtotal for Vendor

Grand Total \$4,698,329.00

Approved By:

On:

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
10/21/14

Payroll Disbursements

10/9/14	CITY PAYROLL	\$	1,120,384.54
10/9/14	BENEFITS AND DEDUCTIONS	\$	207,219.05

Total Payroll \$ 1,327,603.59

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

October 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Issuance of Restaurant Liquor License No. 29

Recommendation:

That Council, by minute action, authorize the issuance of a Restaurant Liquor License No. 29 to JJW CW Hospitality, Inc, d.b.a. Denny's Diner, located at 4220 Hospitality Lane.

Summary:

An application has been received for a Restaurant Liquor License, JJW CW Hospitality, Inc, d.b.a. Denny's Diner, located at 4220 Hospitality Lane.

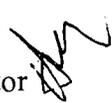
The conditions for holding a restaurant liquor license are:

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

As required by State Statute, a notice was published in a local newspaper twice a week for two consecutive weeks and is being advertised on the City's website (www.casperwy.gov).

October 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V. H. McDonald, Administrative Services Director 

SUBJECT: Public Hearing for Transfer of Ownership of Retail Liquor License No. 8 

Recommendation:

That Council, by minute action, authorize the transfer of ownership of Retail Liquor License No. 8, from Crossroads Views., to Z-Financial Administration Management, d.b.a Elevations, located at 1121 Wilkins Circle.

Summary:

An application has been received for the transfer of ownership of Retail Liquor License No.8, from Crossroads Views., to Z-Financial Administration Management, d.b.a Elevations, located at 1121 Wilkins Circle.

As required by State Statute, a notice was published in a local newspaper twice a week for two consecutive weeks and is being advertised on the City's website (www.casperwy.gov).

October 16, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Cancellation of public hearing

Recommendation:

That Council, by minute action, cancel the October 21, 2014 public hearing for the consideration of an ordinance amendment to Chapters 17.08 and 17.96 of the Casper Municipal Code creating regulations for digital signs.

To allow time for the advertising in the Casper Star-Tribune, staff is requesting the Council cancel the established October 21, 2014 public hearing date for the review of an ordinance amendment to Chapters 17.08 and 17.96 of the Casper Municipal Code creating regulations for digital signs and re-schedule it for November 4, 2014.

ORDINANCE NO. 24-14

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

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

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and the zoning following a public hearing on August 26, 2014.

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

SECTION 1:

The annexation of the North 703 Feet of Tract 13 of the Rocky Mountain Packing Subdivision is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The Annexation Agreement between the City of Casper and Kevin Kalies is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 3:

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

SECTION 4:

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

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

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

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

APPROVED AS TO FORM:

Wallie Trembly

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

ORDINANCE NO. 25-14

AN ORDINANCE APPROVING THE ANNEXATION, REPLAT
AND ZONING CREATING THE DMK SUBDIVISION; AND
ALSO APPROVING THE DMK SUBDIVISION AGREEMENT

WHEREAS, J & J Enterprises, a Wyoming partnership, has applied to annex, replat and zone as C-4 (Highway Business) a 5.43-acre parcel, currently described as Tracts 37 and 38, Dowler No. 3 Subdivision, Natrona County Wyoming, to create the DMK Subdivision to the City of Casper; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the replat creating the DMK Subdivision, and the zoning of the same as C-4 (Highway Business), following a public hearing on August 26, 2014.

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

SECTION 1:

The annexation of a 5.43-acre parcel to create the DMK Subdivision is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The replat of Tracts 37 and 38, Dowler No. 3 Subdivision to create the DMK Subdivision is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and J & J Enterprises is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

The DMK Subdivision is hereby zoned C-4 (Highway Business).

SECTION 5:

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

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

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

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

APPROVED AS TO FORM:

Walter Trent

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

ORDINANCE NO. 26-14

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

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

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and the zoning following a public hearing on August 26, 2014.

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

SECTION 1:

The annexation of Tracts No. 8, 8B, 9, 10, 11, and 12 of Rocky Mountain Packing Subdivision, excepting the north 109.47 feet of Tracts No. 8 and 9, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The Annexation Agreement between the City of Casper and T/K Investments is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 3:

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

SECTION 4:

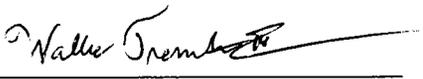
This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

ORDINANCE NO. 27-14

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

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

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and the zoning following a public hearing on August 26, 2014.

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

SECTION 1:

The annexation of the northerly 109.47 feet of Tracts 8 and 9 of Rocky Mountain Packing Subdivision; and a vacation and replat of all of Tract 7B of Shoshone Addition to the City of Casper, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The Subdivision Agreement between the City of Casper and Kinco Investments, LLC, is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 3:

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

SECTION 4:

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

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

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

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

APPROVED AS TO FORM:

Walter Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

September 8, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Andrew Beamer, P.E., Public Services Director
David W. Hill, P.E., Public Utilities Manager
SUBJECT: Ordinance Pertaining to Retail Water and Sewer Service 

Recommendation:

That Council, on first reading, approve an ordinance revising two sections and two drawings pertaining to Chapter 13.05 to the Casper Municipal Code - Water and Sewer Service – General Provisions for Retail Service.

Summary:

In 2006 an Ordinance pertaining to Retail Water and Sewer Service – General Provisions for Retail Service was adopted by Council. This 2006 Ordinance replaced rules and regulations that had been developed by the old Casper Board of Public Utilities.

Minor revisions to Chapter 13.05 of the Casper Municipal Code are now necessary.

With the advent of more residential fire sprinkler systems, minor language changes are needed to the City Code. Residential fire sprinkler systems will be allowed to be either integral to the residential plumbing system or be a separate system. Any fire sprinkler system 1 ½” or smaller will have to be installed after the building water meter. Fire sprinkler system 2” and larger will have to have a separate service line from the City water main.

Previous Chapter 13.05 language only allowed meter pits up to one-inch meter or smaller in size. There are now available meter pits that can be used up to two-inch in size and this is reflected in the revised language.

In addition, two drawings at the end of Chapter 13.05 have to be replaced with updated drawings which incorporate the above changes to Chapter 13.05.

The Casper Utilities Advisory Board has conceptually approved this ordinance.

ORDINANCE NO. 28-14

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

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

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

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

Section 1:

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

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

Section 2:

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

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

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

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

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

Section 3:

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

Section 4:

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

Section 5:

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

PASSED ON THE FIRST READING THE _____ DAY OF _____, 2014.

PASSED ON THE SECOND READING THE _____ DAY OF _____, 2014.

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

APPROVED AS TO FORM:

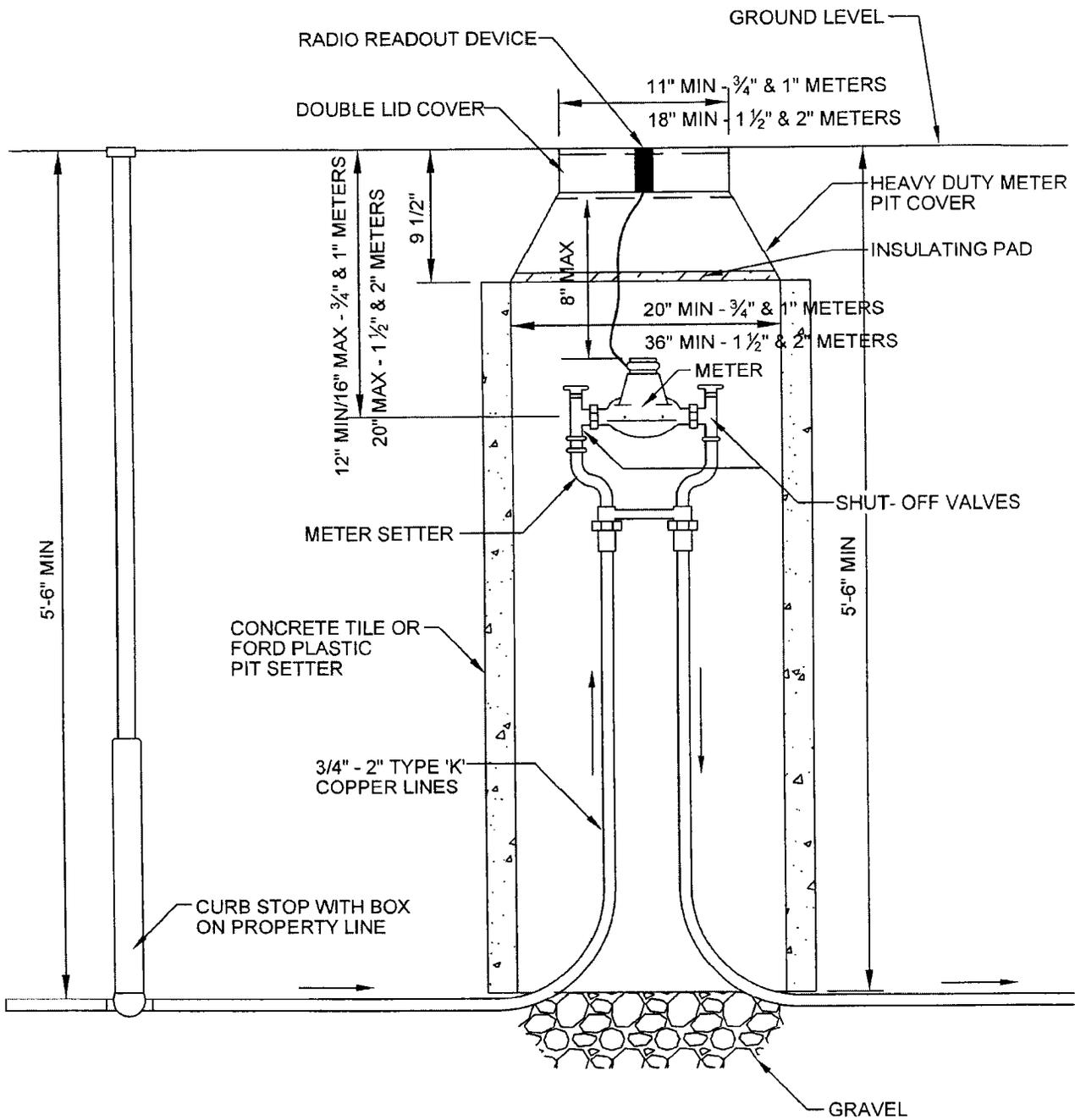


ATTEST:

CITY OF CASPER
A Municipal Corporation

By _____
V. H. McDonald
City Clerk

By _____
Paul L Meyer
Mayor



NOTES:

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

**STANDARD METER
PIT DETAIL**

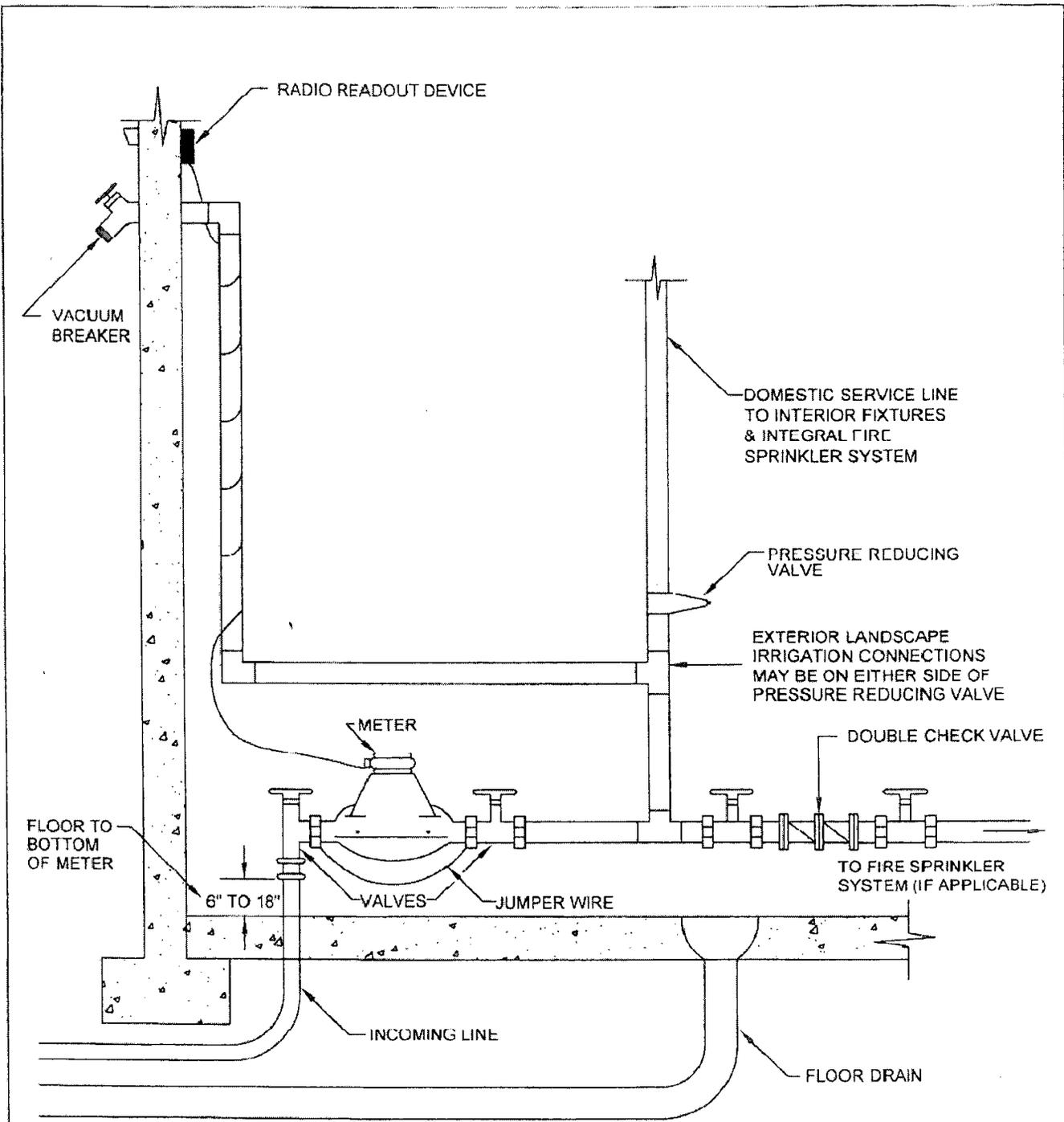
NOT TO SCALE

Figure 3

**CITY OF CASPER
ENGINEERING DIVISION**

**STANDARD METER
PIT DETAIL**

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



STANDARD RESIDENTIAL-COMMERCIAL METER
NOT TO SCALE

Figure 4

**CITY OF CASPER
ENGINEERING DIVISION**

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

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

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

October 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jolene Martinez, Special Projects Analyst

SUBJECT: Wyoming Wildlife and Natural Resource Trust Grant 

Recommendation:

That Council, by resolution, accept a grant from Wyoming Wildlife and Natural Resource Trust, in the amount of \$2,000,000, to be used to fund riparian and aquatic restoration of the North Platte river channel and associated wetlands and riparian areas.

Summary:

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The cost estimate for riverbank and in-river construction is estimated at \$12.8 million.

Staff identified, submitted, and has been offered a Wyoming Wildlife and Natural Resource Trust grant in the amount of \$2,000,000 for the purpose of enhancing the retention and survival of wild fish, waterfowl, songbirds, small mammals and other riparian obligate species within the city limits of Casper. The grant will fund North Platte River riparian and aquatic restoration of river channel and associated wetlands and riparian areas through channel reconstruction, placement of structures, removal of sediment, control of invasive species, and other means. No cash match is required; however, the City must agree to maintain the project and provide monitoring data for the life of the project as requested by the Wyoming Wildlife and Natural Resource Trust Board.

Since the North Platte River is one of the city's most valuable assets, the river restoration will be a transformational investment in Casper's infrastructure. Improved water quality; improved aquatic and terrestrial habitat; increased recreational opportunities and places for people to gather; and stabilized, aesthetically improved banks are a few of the river restoration outcomes that will improve both aesthetics and quality of life. With the most important physical asset in the community showcased, economic development opportunities abound.

A resolution has been prepared for Council's consideration.

Contract # 0011978

Email: christine.adams@wyo.gov **Agency:** Wildlife and Natural Resource Trust
Account Board

First Name: Christine **Sub Agency:**
Last Name: Adams **Phone:** (307) 777-8023

Contract

Contract Description: 09-13-015: Contract between WWNRT and City of Casper-
Platte River Casper II

Contract Type: Grant
Date Due: 2014-05-10
Status: Acknowledged by Attorney
Assigned Attorney: Jane Caton

WYOMING ATTORNEY
GENERAL'S OFFICE

APR 14 2014

Milestones

Submitted:
HSS 2014-04-10 11:36:00

Last Updated:
tjones 2014-04-10 16:00:40

S. Jane Caton
APPROVED AS TO FORM
w/ minor
format edit - SJ
- See attached

Closed:

Contract Amount: 2000000 **Return Via:** Pick up
Signatures Needed: 2 **Original Contract #:**
Contract With: City of Casper

Other Contract Info: Christine Adams cell: 307-757-7269; Bob Budd: 307-777-8024

Client Comments:

IT Contract Information Only

RFP #: **OCIO Contract #:**
Bid Process: **OCIO Contact:**
IT Amendment?: **OCIO Approval Date:**

**GRANT AGREEMENT BETWEEN THE WYOMING WILDLIFE AND NATURAL
RESOURCE TRUST ACCOUNT AND
CITY OF CASPER
PLATTE RIVER CASPER II**

1. **Parties.** The parties to this Grant Agreement are the State of Wyoming, by and through the Wyoming Wildlife and Natural Resource Trust Account (“WWNRT”), whose address is Hathaway Building – 1st Floor, 2300 Capitol Avenue, Cheyenne, Wyoming 82002 and the City of Casper, a qualified applicant of the State of Wyoming (“Grantee”), whose address is 1800 East K Street, Casper, Wyoming 82601.
2. **Purpose of Grant Agreement.** The WWNRT shall provide funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the “Project”) described in Attachment A attached hereto. Performance by Grantee of the requirements of this Grant Agreement and compliance with all WWNRT program rules and regulations is a condition to Grantee’s receipt of monies hereunder.
3. **Term of Grant Agreement and Required Approvals.** This Grant Agreement shall commence on 1 April 2014 or upon the date the last signature is affixed hereto, whichever is later. All services shall be completed by 1 July 2017. This Grant Agreement shall terminate on the date specified in this Grant Agreement, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Grant Agreement may be extended when, in the sole discretion of the WWNRT, circumstances require an extension. Any extension shall be done by written amendment.
4. **Payment.** WWNRT agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project. The total payment to Grantee under this Grant Agreement shall not exceed two million dollars (\$2,000,000.00). No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement. Grantee and WWNRT recognize that the grant amount is based on an estimated cost, and Grantee understands that WWNRT may, in the sole discretion of WWNRT, decrease the amount of payment based on the actual project cost.
5. **Responsibilities of Grantee Regarding the Project.** The Project to be undertaken is described in Attachment A which is attached and made a part of this Grant Agreement.
6. **Responsibilities of WWNRT.** WWNRT will, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning WWNRT program requirements, rules and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. WWNRT shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

7. **Special Provisions.**

A. Default and Remedies. In the event Grantee defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the WWNRT program rules and regulations, then WWNRT shall have the right to exercise all remedies provided by law or in equity, including without limitation:

- (i) Immediately terminating this Grant Agreement without further liability or obligation of WWNRT;
- (ii) Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
- (iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
- (iv) Advising Grantee to suspend disbursement of funds for the deficient activity;
- (v) Advising Grantee to reimburse any amounts improperly expended;
- (vi) Changing the method of payment to Grantee; and/or
- (vii) Reducing, withdrawing, or adjusting the amount of the Grant.

B. Monitor Activities. The WWNRT shall have the right to monitor all Project related activities of the Grantee. This shall include, but not be limited to, the right to make site inspections, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.

C. No Fees. No administrative fees, overhead costs, finder's fee, employment agency fee, broker fee, or other such fee related to this Grant Agreement shall be paid by WWNRT or Grantee unless expressly noted in the Agreement.

D. Publicity. Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, shall identify the WWNRT as the funding program.

E. Reporting. Grantee shall furnish WWNRT with photographs, maps, written progress reports, and such other items as required by WWNRT. At the completion of the Project, Grantee shall furnish WWNRT with a comprehensive report of the Project and accomplishments pursuant to the Grant. Grantee shall likewise furnish WWNRT with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement.

F. Retention of Records. Grantee agrees to retain all records related to the Project for the period required by state and federal law.

8. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, and signed by all parties to this Grant Agreement.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.

C. Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WWNRT.

D. Assumption of Risk. The Grantee shall assume the risk of any loss of state funding, due to the Grantee's failure to comply with state requirements. The WWNRT shall notify the Grantee of any state determination of noncompliance.

E. Audit/Access to Records. The WWNRT and any of its representatives shall have access to any books, documents, papers, and records of the Grantee that are pertinent to this Grant Agreement.

F. Compliance with Laws. The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.

G. Entirety of Agreement. This Grant Agreement consisting of seven (7) pages, including Attachment A, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

H. Extensions. Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein. This Grant Agreement may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or extension will be determined at the discretion of WWNRT and subject to any necessary WWNRT approval. Any agreement to extend this Grant Agreement shall include, but shall not be limited to: an unambiguous identification of the Grant Agreement being extended; the term of the extension; a statement that all terms and conditions of the original Grant Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Grant Agreement; and, if the duties of either party will be different during the extension than they were

under the original Grant Agreement, a detailed description of those duties.

I. Indemnification. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

J. Independent Contractor. Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of WWNRT for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of WWNRT, or to incur any obligation of any kind on the behalf of WWNRT. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to WWNRT employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.

K. Kickbacks. The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If the Grantee breaches or violates this warranty, the WWNRT may, at its discretion, terminate this Grant Agreement without liability to the WWNRT, or deduct from the Grant Agreement or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

L. Nondiscrimination. The Contractor 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 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.

M. Notices. All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.

N. Prior Approval. This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Grant Agreement, until this Grant Agreement has been reduced to writing and approved as to form by the Office of the Attorney General.

O. Severability. Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of this Grant Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

P. Sovereign Immunity. The State of Wyoming, the WWNRT, and the Grantee do not waive sovereign immunity by entering into this Grant Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law.

Q. Taxes. Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.

R. Termination of Grant Agreement. This Grant Agreement may be terminated, without cause by Grantee upon thirty (30) days written notice, provided that any and all funds granted are returned to WWNRT. The WWNRT may terminate this Grant Agreement immediately for cause if the Grantee fails to perform in accordance with the terms and conditions of this Grant Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Grantee performs its duties and responsibilities.

S. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

T. Time is of the Essence. Time is of the essence in the performance by Grantee of all provisions of the Grant Agreement.

U. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

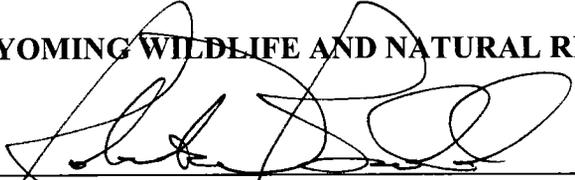
V. Waiver. The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

9. **Signatures.** By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

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

WYOMING WILDLIFE AND NATURAL RESOURCE TRUST:



Robert W. Budd, Executive Director
Wyoming Wildlife and Natural Resource Trust

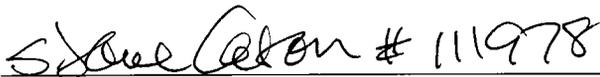
04/28/14
Date

GRANTEE:

Paul Meyer, Mayor
City of Casper

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



S. Jane Caton
Senior Assistant Attorney General

4-14-14
Date

**ATTACHMENT A
PROJECT DESCRIPTION**

**PLATTE RIVER CASPER II
Natrona County, Wyoming**

1. **Project Description.** Riparian and aquatic restoration of river channel and associated wetlands and riparian areas through channel reconstruction, placement of structures, removal of sediment, control of invasive species, and other means.
2. **Purpose of Project.** The project is intended to enhance the retention and survival of wild fish, waterfowl, songbirds, small mammals and other riparian obligate species within the city limits of Casper.
3. **Project Completion Report.** Upon completion of the project, Grantee shall submit a written report indicating the project has been completed. Said report shall be in a format agreed upon by Grantee and WWNRT herein, specifically: 1) written verification that the project is completed, including invoices for work and materials, 2) before-and-after photos of the work completed, 3) verification by the landowner(s) that the work is acceptable, 4) verification of matching funds used to complete the project, and 5) additional photos for no less than two (2) years after completion of the project. Upon submission and acceptance of said report, the project shall be deemed completed in full.

Grantee may bill for partial payment of work actually completed provided that Grantee submit verification of expenses, a written summary of work completed and pending, and photos and maps if requested by WWNRT.

4. **Other Project Deliverables:** During initiation and following completion of the project, Grantee shall make available all project designs, photos, maps, agreements, monitoring reports, and other information relevant to the project. Specific deliverables shall include the following: 1) maps and if possible, aerial photos of the project, 2) before-and-after photos of the project. Grantee agrees it is in the interest of both parties to make project information available to the public, and agrees to assist in explanation and promotion of the project where appropriate.
5. **Monitoring.** Grantee agrees to maintain the project and provide monitoring data for the life of the project, as requested by the Board.

RESOLUTION NO. 14-258

A RESOLUTION ACCEPTING A GRANT FROM WYOMING
WILDLIFE AND NATURAL RESOURCE TRUST

WHEREAS, the City of Casper has been approved for a grant from the Wyoming Wildlife and Natural Resource Trust, in the amount of Two Million Dollars (\$2,000,000); and,

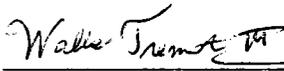
WHEREAS, the City of Casper desires to accept the grant funds from Wyoming Wildlife and Natural Resource Trust; and,

WHEREAS, the City of Casper desires to accept these funds, to be used to fund riparian and aquatic restoration of the North Platte River channel and associated wetlands and riparian areas through channel reconstruction, placement of structures, removal of sediment, control of invasive species, and other means as part of the Platte River Revival.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from Wyoming Wildlife and Natural Resource Trust, in the amount of Two Million Dollars (\$2,000,000) is hereby accepted.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

October 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jolene Martinez, Special Projects Analyst

SUBJECT: Wyoming Business Council Community Enhancement Grant 

Recommendation:

That Council, by resolution, accept a grant from the Wyoming Business Council, in the amount of \$500,000, to be used to fund river restoration construction in the Morad Park area.

Summary:

In January 2014, Council authorized staff to submit an application to the Wyoming Business Council under their Community Enhancement Grant program to fund part of the river restoration construction in the Morad Park area. The \$500,000 grant request was approved by both the Wyoming Business Council and the State Loan and Investment Board and requires a 50% match. The local match for the project will be met by funds already budgeted by Council in the FY14 budget for this project, funds from the Wyoming Wildlife and Natural Resource Trust Grant, in-kind services from the City for this project, in-kind services from Platte River Revival partners such as the BLM, and in-kind services provided by Volunteer Day volunteers.

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The cost estimate for riverbank and in-river construction is estimated at \$12.8 million.

The North Platte River is one of the city's most valuable assets. The river restoration will be a transformational investment in Casper's infrastructure with outcomes like improved water quality; improved aquatic and terrestrial habitat; increased recreational opportunities and places for people to gather; stabilized, aesthetically improved banks, and economic development opportunities.

A resolution for Council's consideration has been prepared.

**BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CASPER**

1. **Parties.** The parties to this Grant Agreement are the State of Wyoming, by and through the Wyoming Business Council (“WBC”), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002 and the City of Casper, a political subdivision of the State of Wyoming (“Grantee”), whose address is 200 North David Street, Casper, WY 82601.
2. **Purpose of Grant Agreement.** The WBC shall provide Business Ready Community Grant and Loan Program (“BRC”) Community Enhancement funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the “Project”) described in Attachments A and B attached hereto. Performance by Grantee of the requirements of this Grant Agreement and compliance with all BRC program rules and regulations is a condition to Grantee’s receipt of monies hereunder.
3. **Term of Grant Agreement and Required Approvals.** This Grant Agreement shall commence upon the date the last signature is affixed hereto. All construction services shall be completed by June 30, 2016, unless an extension is approved by WBC. This grant agreement shall terminate on June 30, 2019, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This agreement may be extended when, in the sole discretion of the WBC, circumstances require an extension. Any extension shall be done by written amendment.
4. **Payment.** WBC agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the BRC program. The total payment to Grantee under this Grant Agreement shall not exceed five hundred thousand dollars (\$500,000) (“Grant”). Payment will be made following Grantee’s delivery to WBC of invoices detailing services performed in connection with the Project in a form satisfactory to WBC. Payment shall be made from WBC’s BRC budget pursuant to the schedule shown on Attachment B hereto. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.
5. **Responsibilities of Grantee Regarding the Project.** The Project to be undertaken is described in Attachment A which is attached and made a part of this Grant Agreement.
6. **Responsibilities of WBC.** WBC will, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning BRC program requirements, rules and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. WBC shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

ORIGINAL
117281

7. **Special Provisions.**

A. Budget Transfer Limitation. Grantee agrees it will not exceed any of the line item totals listed in Attachment B by more than twenty percent (20%) without prior approval from WBC. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.

B. Default and Remedies. In the event Grantee or any subgrantee of Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the BRC program rules and regulations, then WBC shall have the right to exercise all remedies provided by law or in equity, including without limitation:

(i) Immediately terminating this Grant Agreement without further liability or obligation of WBC;

(ii) Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

(iv) Advising Grantee to suspend disbursement of funds for the deficient activity;

(v) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

(vi) Changing the method of payment to Grantee; and/or

(vii) Reducing, withdrawing, or adjusting the amount of the Grant.

C. Extension of Construction. WBC may, at its discretion, without a written amendment to this Grant Agreement, extend the construction services date if Grantee provides written justification for the extension and that the completion of construction services will not exceed six (6) months from the construction services date established herein. A construction services date extension of six (6) months or less will not change the termination date established herein. All other extensions shall be done by written amendment to this Grant Agreement.

D. Monitor Activities. The WBC shall have the right to monitor all Project related activities of the grantee. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.

E. No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.

F. Non-Supplanting Certification. Grantee hereby affirms that BRC grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

G. Publicity. Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, shall identify the Business Ready Community Grant and Loan Program as the funding program.

H. Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, Grantee shall furnish WBC with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Grant during the quarter or any other information requested by WBC. At the end of the term, Grantee shall furnish WBC with a comprehensive report of the Project and accomplishments pursuant to the Grant. Grantee shall likewise furnish WBC with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement upon completion of construction services.

I. Retention of Records. Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Grant Agreement or the BRC program rules and regulations for ten (10) years following WBC's date of notice to Grantee of closeout of the Grant, provided all audit requirements have been fulfilled.

8. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.

C. Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WBC.

D. Assumption of Risk. The Grantee shall assume the risk of any loss of state funding, due to the Grantee's failure to comply with state requirements. The WBC shall notify the Grantee of any state determination of noncompliance.

E. Audit/Access to Records. The WBC and any of its representatives shall have access to any books, documents, papers, and records of the Grantee that are pertinent to this Grant Agreement.

F. Availability of Funds. Each payment obligation of the WBC is conditioned upon the availability of government funds that 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 Grantee, the Grant may be terminated by the WBC at the end of the period for which the funds are available. The WBC shall notify the Grantee at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the WBC in the event this provision is exercised, and the WBC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the WBC to terminate this Grant Agreement to acquire similar services from another party.

G. Award of Related Grant Agreements. The WBC may undertake or award supplemental or successor grant agreements for work related to this Grant Agreement. The Grantee shall cooperate fully with other grantees and the WBC in all such cases.

H. Compliance with Laws. The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.

I. Entirety of Grant Agreement. This Grant Agreement consisting of seven (7) pages, Attachment A, consisting of one (1) page, and Attachment B, consisting of one (1) page, represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

J. Extensions. Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein. This Grant Agreement may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or extension will be determined at the discretion of WBC and subject to any necessary WBC approval. Any agreement to extend this Grant Agreement shall include, but shall not be limited to: an unambiguous identification of the Grant Agreement being extended; the term of the extension; a statement that all terms and conditions of the original Grant Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Grant Agreement; and, if the duties of either party will be different during the extension than they were under the original Grant Agreement, a detailed description of those duties.

K. Indemnification. The Grantee shall indemnify, defend, and hold harmless the State, the WBC, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Grantee's failure to perform any of Grantee's duties and obligations hereunder or in connection with the negligent performance of Grantee's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Grantee's malpractice.

L. Independent Contractor. Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of WBC for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of WBC, or to incur any obligation of any kind on the behalf of WBC. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to WBC employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.

M. Kickbacks. The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If the Grantee breaches or violates this warranty, the WBC may, at its discretion, terminate this Grant Agreement without liability to the WBC, or deduct from the Grant Agreement or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

N. Nondiscrimination. The Grantee 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 and/or any properly promulgated rules and regulations related thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, origin, or disability in connection with the performance under this agreement.

O. Notices. All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.

P. Ownership of Documents/Work Product/Materials. All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Grant Agreement are at all times the property of the WBC.

Q. Prior Approval. This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Grant Agreement, until this Grant Agreement has been reduced to writing and approved as to form by the Office of the Attorney General.

R. Severability. Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of this Grant 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 and WBC do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

T. Taxes. Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.

U. Termination of Grant Agreement. The WBC may terminate this Grant Agreement immediately for cause if the Grantee fails to perform in accordance with the terms and conditions of this Grant Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Grantee performs its duties and responsibilities.

V. 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 Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

W. Time is of the Essence. Time is of the essence in the performance by Grantee all provisions of the Grant Agreement.

X. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

Y. Unused/Misused Funds. The WBC shall be entitled to recover from the Grantee any full or partial payment made under this Grant Agreement for: 1) any payments used for purposes not authorized, or performed outside this Grant Agreement, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Grant Agreement.

Z. Waiver. The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.

9. **Signatures.** By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

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

WYOMING BUSINESS COUNCIL

Shawn Reese
Chief Executive Officer

Date

Molly Spangler, Director
Investment Ready Communities

Date

CITY OF CASPER

Paul Meyer, Mayor
City of Casper

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton # 117281 2-18-14
S. Jane Caton Date
Senior Assistant Attorney General

**ATTACHMENT A TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CASPER**

Grantee will receive the sum of \$500,000 of the Business Ready Community (BRC) program funds. Grantee will, in turn, use the funds for Phase I of the Platte River Revival. The Platte River Revival project is a restoration project for 13.5 miles of the North Platte River and its banks that traverse Casper.

Grant funds will be used for in-river restoration work in Morad Park, a city owned park. Morad Park was one of seven in-river sites identified in the 2012 North Platte Environmental Restoration Master Plan. The city of Casper will maintain all improvements.

The project is more particularly described in the BRC application received by the WBC on February 27, 2014.

Upon completion of construction of this project, Grantee will be required to provide the WBC a letter from Grantee's attorney confirming:

- Grantee has followed all procurement standards have been followed as per W.S. § 15-1-113 and W.S. § 16-6-101 et. Seq.
- Grantee has followed the Wyoming Preference Act (W.S. § 16-6-201 through 16-6-206);

Grantee will be required to provide a letter from a qualified engineer certifying the construction completion of the project and that all required construction standards were adhered to during the construction of this project.

Grantee will be required to provide information as requested by the State of Wyoming, by and through the WBC, about planning efforts and funding sources for future phases, tourism related activities (e.g. eco-tours, recreational tours), increased sales for local fly shop and related businesses, increased sales of fishing licenses, job creation, revenue recapture, additional investments, marketing, business recruitment, job creation, and business development efforts.

All promotional and marketing information and materials created for this project will be required to reference the Wyoming Business Council as a funding partner.

**ATTACHMENT B TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND
THE CITY OF CASPER**

Projected Grant Expenditure Schedule for Casper				
DESCRIPTION	BRC	MATCH		TOTAL
		Cash (City, WW&NR Trust)	In-kind (City, BLM, Volunteer)	
Non Construction Costs	\$ 53,571	\$ 48,237	\$ -	\$ 101,808
Construction Costs	\$ 446,429	\$ 401,971	\$ 60,330	\$ 908,730
Total Project Cost	\$ 500,000	\$ 450,208	\$ 60,330	\$ 1,010,538

For the above Projected Grant Expenditure Schedule "Non Construction Costs" include: appraisal, architectural, engineering, and project inspection fees; "Construction Costs" include: site work, materials, labor, utilities, and contingencies.

This grant is incrementally funded as costs are incurred according to the above Projected Grant Expenditure Schedule. The WBC will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the WBC. After receipt of cash requests and billing documentation, the WBC will pay the amounts of invoices at fifty-three percent (53%). Verification of all in-kind contributions must be submitted to the WBC.

If actual costs of the project are more than the available funds indicated in Attachment B, Grantee agrees to pay the difference in the amount of funds awarded through the BRC Program and the actual costs of the completed Project.

If there is additional funding for the project, the Grantee must provide the WBC with all necessary information regarding the funding.

RESOLUTION NO. 14-259 _

A RESOLUTION AUTHORIZING ACCEPTANCE OF A
GRANT FROM THE WYOMING BUSINESS COUNCIL
COMMUNITY ENHANCEMENT GRANT PROGRAM

WHEREAS, the City of Casper has been approved for a grant from the Wyoming Business Council, in the amount of Five Hundred Thousand Dollars (\$500,000); and,

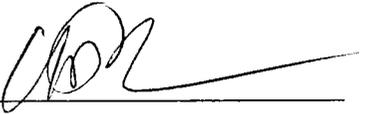
WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Business Council; and

WHEREAS, the City of Casper desires to accept these funds, to be used to fund river restoration construction in the Morad Park area as part of the Platte River Revival.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from the Wyoming Business Council, in the amount of Five Hundred Thousand Dollars (\$500,000) is hereby accepted.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

September 25, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jim Wetzel, Chief of Police 

SUBJECT: Victim Services Grant for 2015 

Recommendation:

That Council, by resolution, authorize acceptance of a grant award from the Wyoming Office of the Attorney General, Division of Victim Services, in the amount of \$62,009, to be used for salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

Justification:

The State of Wyoming funds this grant from several sources including, but not limited to, the State general fund, State Child Advocacy Centers Funds, State court surcharges on criminal offenders, and some Federal Violence Against Women Act funds.

The Casper Police Department has been notified that the Wyoming Office of the Attorney General, Division of Victim Services, desires to award the City of Casper a grant, in the amount of \$62,009, to be used for salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

This grant is for the time period beginning July 1, 2014 through June 30, 2015.

A resolution has been prepared for Council's consideration.

FISCAL YEAR 2015 CONTRACT

For
Services to Victims of Crime Between
The Office of the Attorney General, Division of Victim Services
and
Casper Police Department

1. **Parties.** The parties to this Contract are Casper Police Department (Contractor), whose address is 201 N David Street Casper, WY 82601, and the Office of the Attorney General, Division of Victim Services (Division), whose address is 122 West 25th Street, Herschler Building 1st Floor West, Cheyenne, WY 82002.
2. **Purpose of Contract.** The purpose of this Contract is to provide funds to Wyoming Victim Service Providers.

Provision of Services: The Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services and the approved strategic plan, grant proposals, and budgets on file at the Division. The Contractor agrees to adhere to all federal grant requirements and the assurances, Attachment A, which is attached and made a part of this Contract and is being signed simultaneously with this Contract.

3. **Term of Contract.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Contract is from July 1, 2014 to June 30, 2015. All services shall be completed during this term.
4. **Reimbursement.** The Division agrees to reimburse Contractor for the services described herein.
 - A. **Reimbursement.** The Division agrees to reimburse Contractor for services described herein. The total reimbursement under this Contract shall not exceed \$62,009.00 (Sixty-two thousand nine dollars). No reimbursement shall be made prior to the Effective Date of this Contract. The **MAXIMUM** amount payable under this Contract is \$62,009.00 (Sixty-two thousand nine dollars) and is allocated as follows:

1. The following federal funds must support the project as outlined in the FY2015 approved grant proposal:
 - a. VAWA: \$0.00. Funds will be paid from the 2013-WF-AX-0057 VAWA-STOP grant, CFDA #16.588 for a VAWA project.
 - b. VAWA SASP: \$0.00. Funds will be paid from the 2013-KF-AX-0021 WAVA-SASP grant, CFDA #16.017.

- c. VOCA: \$0.00. Funds will be paid from the 2012-VA-GX-0018 VOCA-Assistance grant, CFDA # 16.575.
 - d. VOCA: \$0.00. Funds will be paid from the 2013-VA-GX-0065 VOCA-Assistance grant, CFDA # 16.575.
2. The following FY2015 state funds must support the project as outlined in the FY2015 approved grant proposal:
- a. State Family Violence funds: \$0.00.
 - b. State Victim Witness funds: \$43,430.00.
 - c. State funds for salaries: \$8,741.00.
 - d. State Surcharge funds: \$9,838.00.
 - e. State Child Advocacy Project funds: \$0.00.

B. Suspension of Reimbursement

1. If the Contractor is not in compliance with the Division's Rules and Regulations (see section 5 (B) and 6 (B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

5. Responsibilities of Contractor.

- A. Performance Accountability. The Contractor's governing body shall be accountable for the performance of this Contract.
- B. Compliance With Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current.
- C. Management Information System. The Contractor shall submit to the Division by electronic submission, accurate information on each client in the manner required by Division.
- D. Financial Records and Reports. The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.
- E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation

of programs, services, and Contract compliance, to be conducted by staff of the Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.

- F. Corrective Action. The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.
- G. Minutes. Copies of minutes of board of directors' meetings will be on file at the Contractor's office and made available for review upon request of the Division.
- H. Required Meetings. The Contractor will ensure representation at grantee meetings, and management and program trainings convened by or on behalf of the Division.

6. **Responsibilities of the Division.**

- A. Consultation. The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments. The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8, paragraph U of this Contract.
- C. Monitoring and Evaluation. The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. **Special Provisions**

- A. Source of Funds. Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. Interest on Funds. The Contractor may not draw interest payments on funds made available through this Contract.
- C. Prohibited Uses of Funds. Funds made available to the Contractor through this

Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:

1. Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein;
 2. Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.
- D. Services for Full Term of Contract. The Contractor shall comply with all requirements of this Contract and shall provide all contracted services.
- E. Full-time County Offices. The Contractor agrees to maintain a full-time office in Natrona County in accordance with the Contractor's application for funding.
- F. Prohibition of Subcontracting. The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- G. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- H. Nondiscrimination. The Contractor 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 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- I. Limitations on Lobbying Activities. By signing this agreement, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- J. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this agreement, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of Division.
- K. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this

agreement may be terminated without penalty if a private entity that receives funds under this agreement:

1. Engages in severe forms of trafficking in persons during the period of time the award is in effect;
 2. Procures a commercial sex act during the period of time the award is in effect; or
 3. Uses forced labor in the performance of the award or subawards under the award.
- L. Federal Audit Requirements. Contractor agrees that if it expends an aggregate amount of five hundred thousand dollars (\$500,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (Attachment B). If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.

8. General Provisions

- A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion hereof, for collateral for any financial obligation without the prior written permission of the Division.
- D. Assumption of Risk. The Contractor shall be responsible for any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.
- E. Audit/Access to Records. The Division and any of its representatives shall have

access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.

- F. Availability of Funds. Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated or available for the continuance of the services performed by the Contractor, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. The parties agree that no penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- G. Award of Related Contracts. The Division, under the applicable Rules and Regulations of the Division of Victim Services, may undertake or award to another contractor successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- H. Certificate of Good Standing. Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- I. Compliance with Law. The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), Wyoming Nonprofit Corporations Act, Wyo. Stat. §§ 17-19-101 through 17-19-1807, the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.
- J. Entirety of Contract. This Contract, consisting of ten (10) pages, Attachment A, consisting of four (4) pages, Attachment B, OMB A-133, consisting of one (1) page, and the Contractor's approved strategic plan and the grant proposals, which are on file with the Division, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. In the event of conflict between the language of this contract and any Attachments, this Contract shall control.
- K. Ethics. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract, including

Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.

- L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- M. Indemnification. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- N. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the terms of this Contract, Contractor shall be free from control or direction over detail of performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Division, or to incur any obligation of any kind on behalf of the State of Wyoming or the Division. The Contractor agrees that no health/hospitalization benefits, worker's compensation, unemployment, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- O. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violated this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- P. Notices. All notices arising out of, or from, the provisions of this Contract shall

be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.

- Q. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign/Governmental Immunity. The State of Wyoming and the Division do not waive their sovereign immunity nor does the Contractor waive its governmental immunity by entering into the Contract, and each specifically retain immunity and all defenses available to them as sovereigns or as a governmental entity pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.
- T. Suspension and Debarment. By signing this agreement Contractor 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 disbarred vendors list at www.epls.gov. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- U. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party or parties to this Contract. This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms and conditions set forth in this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division:

1. The Contractor is not using contract funds for contract purposes;

2. The contract program is not providing services to victims of crime consistent with § 1-40-118(b);
3. The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
4. The Contractor is not complying with the terms of the Contract; or,
5. The Contractor commits an act or omission in violation of federal, state, or local laws or rules of the Division which would affect services to clients served under this Contract.

V. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

W. Waiver. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

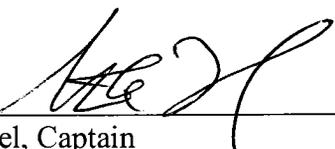
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9. **Signatures.** In witness thereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the day and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of the Contract as set forth herein.

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

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

CONTRACTOR:
Casper Police Department



Steve Freel, Captain
Casper Police Department

10-08-14
Date

DIVISION:
Office of the Attorney General, Division of Victim Services

Cara Boyle Chambers, Director

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Kristin M. Nuss
Senior Assistant Attorney General

09-17-14
Date

APPROVAL AS TO FORM

I have reviewed the attached *Fiscal Year 2015 Contract for Services to Victims of Crime Between The Office of the Attorney General, Division of Victim Services and Casper Police Department* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 30, 2014

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

William R. Chambers
Deputy City Attorney

CERTIFIED ASSURANCES AND SPECIAL PROVISIONS:

The applicant hereby certifies the project described in this application meets all the requirements of the Victims of Crime Act, 1984, as amended and/or the Violence Against Women Act of 2005, all information contained in the application is correct, there has been appropriate coordination with affected agencies and the applicant will comply with all provisions of the Act and all other applicable Federal and state laws, rules and regulations that have been or may hereafter be established.

Eligible victims' assistance programs, which receive funding from VOCA and/or VAWA funding, are required to sign a contract assuring they will:

- A. Adhere to any and all federal and state laws, federal and state rules and regulations.
- B. Submit statistical reports as required by the Division of Victim Services (Division).
- C. Submit to an on-site evaluation conducted by the staff of the Grantee, or designee.
- D. Agree to cooperate and coordinate with all relevant state, local, or federal law enforcement and prosecution agencies, including the Law Enforcement Victim-Witness Coordinator in the United States Attorney's Office for the District of Wyoming.
- E. Victim safety: The Subgrantee understands that victim safety is a guiding principle that underlies the grant programs. The goals and services of the Subgrantee shall reflect this principle accordingly.
- F. Civil Rights Requirements.
 1. Subgrantee shall comply with any applicable statutorily-imposed nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S.

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and*

*«Contract»
Page 1 of 4*

Department of Justice Equal Treatment for Faith-Based Organizations).

2. Subgrantee shall supply, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination, after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or handicap against Subgrantee, copies of the finding to the Office of Civil Rights Compliance, Office of Justice Programs and to the Division of Victim Services, 122 W. 25th, 1st Floor West, Cheyenne, Wyoming, 82002.
3. Subgrantee will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs and the Division, if required to maintain one; otherwise, it will provide a certification to the Office for Civil Rights, Office of Justice Programs and the Division that it has a current EEO on file, if required to maintain one. For subgrantee agencies receiving less than \$25,000; or subgrantee agencies with less than 50 employees, regardless of the amount of the award, no EEO is required. Information about civil rights obligations of subgrantees can be found at <http://www.ojp.usdoj.gov/ocr/>.
4. Subgrantees that receive more than a total of \$500,000.00 in federal funds are required to complete the federal Office of Management and Budget Circular A-133 Audits of States, Local Governments and Nonprofit Organizations every year.

F. Drug-Free Workplace Certification.

1. Subgrantee shall certify, disclose, and maintain at all times during this contract a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and its regulations contained in 28 C.F.R. Part 67.
2. Subgrantee shall certify the program environment shall be free of tobacco smoke to comply with all the requirements of the Pro-Children Act of 1994.

G. Certification Regarding Lobbying and Disclosure for Reporting Lobbying Activity.

1. Subgrantee assures no Federal Appropriated funds have been paid or will be paid to any person for influencing or

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and*

«Contractor».
Page 2 of 4

attempting to influence an officer or employee of a Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in conjunction with the awarding of any Federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. Subgrantee shall certify and disclose accordingly in compliance with Section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990:

a. Attachment H.U.S. Department of Justice, Certification Regarding Lobbying, is to be signed.

H. Debarment and Suspension Certification.

1. Subgrantee shall certify and disclose in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510. A U.S. Department of Justice Certification is to be signed (i.e., no person on the "debarment list" receives federal grant funds).

I. The Subgrantee assures grant funds awarded will not supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal and state funds, be made available for victim assistance activities.

J. The Subgrantee assures it will assist victims in seeking any available crime victim compensation benefits.

K. The Subgrantee assures it will include as a principal mission or component of its program, services to the population included in their designation.

L. The Subgrantee assures fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records, as the Division shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.

M. The Subgrantee assures its priority focus is to consider offering those services to meet emergency assistance and the urgent emotional or physical needs of victims.

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and*

~~«Contractor»~~

- N. The Subgrantee certifies it will promote within the community coordinated public and private efforts to aid victims.
- O. The Subgrantee shall return to the Division any unobligated grant funds on hand within 45 days after the end of the granting period.
- P. The Subgrantee assures to demonstrate a record of providing effective services to victims including providing the appropriate percentage of match contribution when match is required.
- Q. The Subgrantee assures it is a public agency or non-profit organization, or a combination thereof, providing direct services to victims.
- R. The Subgrantee shall retain all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts for at least three years after the completion of the grant period for purposes of state and federal examinations and audits.
- S. The Subgrantee shall request instructions and guidance from the Division prior to disposing any property or equipment purchased with federal or state funds.
- T. The Subgrantee will maintain information on victim services provided, by race, national origin, sex, age, and disability.

Certification:

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

Signature Chair/Board of Directors/ Agency Administrator/County Commissioner	Date
---	------

Typed or Legibly Printed Name	Title
-------------------------------	-------

Address	Phone
---------	-------

**Wyoming Office of the Attorney General
Division of Victim Services**

Subgrantee Audit Requirements per OMB Circular A-133

Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Nonprofit Organizations requires the Wyoming Attorney General's Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1. ___ We have completed our Circular A-133 audit for the fiscal year ended _____.
A copy of the audit report is enclosed.

(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2. ___ We expect our Circular A-133 audit for the fiscal year ended _____ to be completed by _____. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.

3. ___ We are not subject to a Circular A-133 audit because:

___ We received less than \$500,000 in federal awards annually.
Total federal awards received for the fiscal year ended _____ was in the amount of \$ _____ (Include total of all federal grants)

___ Other (please explain) _____

Subgrantee Name

Print Name

Title

Signature

Date

Please provide all appropriate documentation regarding your organization's compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 122 West 25th Street, Herschler Building, 1st Floor West, Cheyenne, WY 82002.

RESOLUTION NO. 14-260

A RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDS
FROM THE STATE OF WYOMING OFFICE OF THE
ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES.

WHEREAS, the City of Casper has been approved for Sixty Two Thousand, Nine Dollars (\$62,009) from the State of Wyoming Office of the Attorney General, Division of Victim Services funds; and,

WHEREAS, the City of Casper desires to accept the funds from the State of Wyoming Office of the Attorney General, Division of Victim Services; and,

WHEREAS, the City of Casper desires to utilize these funds for the Casper Police Department's Victim Witness Program for salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the funds from the Wyoming Office of the Attorney General, Division of Victim Services, in the amount of Sixty Two Thousand, Nine Dollars (\$62,009), are hereby accepted.

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

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

September 29, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Jim Wetzel, Chief of Police
SUBJECT: Equipment Purchase and Installation Contract with Communications Technologies, Inc.

Recommendation:

That Council, by resolution, authorize the sole source purchase and installation agreement with Communication Technologies, Inc. (ComTec, Inc.), in the amount of \$30,599.50, to be used for outfitting four (4) new patrol SUV's.

Justification:

As part of its normal fleet rotation the police department needed to retire and replace four (4) old SUV's. The vehicles were approved for purchase by Council, and now they must be customized for use as part of its fleet.

ComTech, Inc. has been the approved primary equipment provider and installation vendor for all police department vehicles over the last two years.

Based on existing purchase and installation contracts with ComTech, Inc., a new Contract for Professional Services has been created and modified only to reflect the costs associated with the outfitting of a the four (4) new SUV's, in an amount not to exceed Thirty Thousand, Five Hundred Ninety-Nine Dollars and Fifty Cents (\$30,599.50).

Funding for this purchase will come from optional 1%#14 funds allocated to equipment replacement for the police department.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Communication Technologies, Inc., 189 Progress Circle, Mills, Wyoming, 82644 ("Contractor").

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

RECITALS

- A. The City is undertaking the purchase of four (4) new 2015 Ford Interceptor SUV's that must be equipped for use as marked SUV's.
- B. The project requires professional services for the purchase and installation of the required equipment to match the existing fleet.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- Provide and install all items listed in Attachment A, along with any items provided by the City, to be installed on the four (4) above mentioned vehicles.
- All work will be done in a workmanlike manner according to standard practices.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed within a period which may reasonably be required for the completion of the project, including extra work and required extension thereof, but no later than fourteen (14) days after the delivery of the last vehicle by City.

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 Thirty Thousand, Five Hundred Ninety-Nine Dollars and Fifty Cents (\$30,599.50).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

WITNESS:

COMMUNICATION TECHNOLOGIES, INC.

By: 

By: 

Printed Name: Robin Turner

Printed Name: Craig Ross

Title: Casper Police Dept Fleet Mgr

Title: Service Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

ATTACHMENT A
(2 Pages)

Communication Technologies
189 Progress Circle, Mills, WY 82644

Part Number	Description	Quantity	Price	Total
	D&R			
906-0191A	LT6600 Mounting Kit for a Ford Interceptor	4	125 \$	500.00
906-0120B	Coban Side Mount for a VMDT in Vehicle Computer System for Ford Interceptor	4	425 \$	1,700.00
			\$	-
	Lighting		\$	-
PAR36X10B	10 Diode PAR36 Lighthouse Blue	1	145 \$	145.00
PAR36X10R	10 Diode PAR36 Lighthouse Red	1	145 \$	145.00
ENFTCDGS1204	ENFORCE TRAFFIC DIRECTOR 4 MODULE DUAL COLOR RED/BLUE	1	465 \$	465.00
ENFTCDGS1208	ENFORCE TRAFFIC DIRECTOR 8 MODULE DUAL COLOR RED/AMBER/BLUE	1	902.5 \$	902.50
X1RWB	Hide A Light LED Red/White/Blue	6	125 \$	750.00
ELUC2S010W	LED White Insert	8	85 \$	680.00
SD24R	Surface Mount Red LED	4	106 \$	424.00
SD24B	Surface Mount Blue LED	4	106 \$	424.00
CA-0129	LED Map Light Red/White	4	95 \$	380.00
ENT2B3R	Mirror Lights Red/White	4	171 \$	684.00
ENT2B3B	Mirror Lights Blue/White	4	171 \$	684.00
ENFSGS4BRW	NFORCE SINGLE DECK/GRILLE MOUNT LIGHT BLACK HOUSING	6	139 \$	834.00
ENFSSS4BRW	ENFORCE SINGLE SURFACW MOUNT LIGHT, CLASS 1, 10-16V CROME HOUSING	6	139 \$	834.00
ECVCSMLEDF	12" SM INTERIOR CARGO LIGHT	4	63 \$	252.00
	Antenna			
488756	Laird Technologies - 806-866 Phantom Antenna, Black	4	43.6 \$	174.40
307611	Larsen - 698-960/1710-2500 MHz Shadow NMO Transit Ant, Blk	4	36 \$	144.00
	Coax			
90942	Larsen - NMO 3/4" mount, No conn.	8	17.4 \$	139.20
453440	Larsen - 0-6000MHz, 3/4" Mount, RG58/U, FME-F	4	21.6 \$	86.40
	Relay/Breaker			
361057	Bosch/TYCO - Relay, SPDT 12Volt/50AMP with mounting tabs/ Gunlocks	4	10 \$	40.00
MROB150	150 AMP Resettable Breaker	12	30 \$	360.00
1EZ99	Break Cut Outs 14 Pin Relay	4	45 \$	180.00

MISC. PARTS				
PDU-09	Power Distribution Unit	4	275	\$ 1,100.00
MAG MIC	MAG MIC	4	43	\$ 172.00
ETSS100D	100D Series Speaker	4	185	\$ 740.00
906-0203A	Screen Adaptor Plate for Coban M7-MTD	4	55	\$ 220.00
OPTICOM	Opticom Brackets	4	15	\$ 60.00
Custom Wire Harness	Custom Designed Wire Harness	4	225	\$ 900.00
Pre-Wire	Pre-Wire Secondary Battery	4	45	\$ 180.00
INSTALL	INSTALLATION OF ALL EQUIPEMTN	4	4000	\$ 16,000.00
Shipping	SHIPPING OF ALL EQUIPMENT LISTED	3	100	\$ 300.00
			Total Amount	\$ 30,599.50

RESOLUTION NO. 14-261 _

A RESOLUTION AUTHORIZING A CONTRACT WITH COMMUNICATION TECHNOLOGIES, INC., FOR THE PURCHASE AND INSTALLATION OF POLICE CAR EQUIPMENT.

WHEREAS, the City of Casper desires to purchase and have installed vehicle equipment for four (4) 2015 Ford Interceptor SUV's provided by the City of Casper; and,

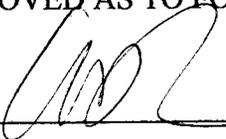
WHEREAS, Communication Technologies, Inc. (ComTech, Inc.), is ready, willing, and able to provide said equipment and services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Communication Technologies, Inc., for equipment and services under the terms and conditions more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract, in an amount not to exceed Thirty Thousand, Five Hundred Ninety-Nine Dollars and Fifty Cents (\$30,599.50).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

October 14, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, Public Service Director 
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Agreement with Harris Waste Management Group, Inc. 

Recommendation:

That Council, by resolution, authorize an agreement with Harris Waste Management Group, Inc. who desires to address issues with the operation of the city balers; Project, No. 14-67.

Summary:

The City of Casper ("City") has raised issues with the operation of balers manufactured by Harris Waste Management Group, Inc. ("Harris") since 2009 when the balers were purchased. The balers are key pieces of equipment in the city's landfill operations and it is critical to resolve the baler issues. Harris was purchased by Avis Industrial Corporation in January 2014 and since the purchase Harris desires to address these issues by and through an agreement with the city detailing the steps to be taken to rectify these issues. The City and Harris have developed an agreement for resolution of these issues which has been approved by Harris.

A resolution and agreement is prepared for Council's consideration.

AGREEMENT

This Agreement is made as of October ____, 2014 by and between The City of Casper, Wyoming, a municipal corporation (the "CITY") and The Harris Waste Management Group, Inc. ("HARRIS"). The parties may be collectively referred to as the "Parties."

RECITALS

WHEREAS, HARRIS and the CITY entered into a purchase agreement dated March 19, 2009 (the "Purchase Contract") for the purchase of two (2) HRB 1445 Balers, *S/N* 3111 (the "North Baler") and *S/N* 3112 (the "South Baler") (collectively, the "Balers"); and

WHEREAS, the CITY has alleged, among other things, that it has experienced problems with the installation, operation and performance of the Balers, that HARRIS has failed to deliver the Balers in accordance with the Purchase Contract, and that the Balers were defectively installed, and/or defectively designed and/or defectively manufactured (collectively, the "Baler Claims"); and

WHEREAS, the CITY has communicated its continuing rejection of the Harris Balers during the South Baler warranty period; and

WHEREAS, the CITY has alleged that it has suffered damages due to the Baler Claims (the "Damages"); and

WHEREAS, HARRIS disputes the Baler Claims, and the Damages; and

WHEREAS, all Parties desire to cooperate with one another in resolving these issues and acknowledge that the most efficient way to ensure that cooperation continues to a successful conclusion is to have a firm and defined set of parameters under which they will proceed.

NOW, THEREFORE, the Parties stipulate and agree as follows:

I. CONSIDERATION.

In exchange for the settlement of any and all claims by the CITY arising from and/or related to the Purchase Contract, the Balers, including the Baler Claims and Damages, HARRIS agrees as follows:

PHASE I: Assembly, Filtering Service & Start Up

1. HARRIS will provide and install a Harris-manufactured 6" door cylinder, and will provide the parts, labor, tools and equipment for installation at no cost to the CITY.

2. HARRIS will perform a "Filtering Service" and other tasks including, but not limited to, those as described in the attached Exhibit A on the South Baler at no cost to the CITY.

If test results are not within standard operating parameters, Harris will take all reasonably necessary steps to bring the oil into conformance with standard operating parameters.

HARRIS will also perform start-up services for the South Baler at no cost to the CITY. The start-up service will consist of successful completion of the start-up protocol attached hereto as Exhibit B (the "Start-Up Services").

3. At time of the Start-Up Services, HARRIS agrees that the South Baler will only have HARRIS-manufactured hydraulic cylinders, including the door cylinders and will replace the cylinders as determined to be necessary by Harris. The foregoing obligation shall not include the two (2) door guide cylinders.

4. (A) A representative of HARRIS will provide on-site monitoring of the South Baler for thirty (30) days after the Services (the "Monitoring Period"). Also during this period HARRIS will provide training to the CITY's employees. The foregoing services will be provided to the CITY at no additional charge.

(B) HARRIS will also provide one (1) three (3) days' training program at the CITY's site for CITY employees at a time mutually acceptable to the Parties. The training will be provided to the CITY at no additional charge.

5. During the Monitoring Period, HARRIS will provide to the CITY a quotation for HARRIS to perform the reassembly of the North Baler ("the Quotation"), and will submit the Quotation for the CITY'S review and approval. HARRIS' Quotation will include the following activities at a minimum:

- Clean hydraulic tank and hard lines.
- Set and bolt motors.
- Set hydraulic pumps.
- Bolt valve blocks in place.
- Set gather cylinder.
- Set ejection cylinder.
- Set stationary knives.
- Set Envirobale bagging system.
- Set soft and hard hydraulic lines.
- Set gather ram (pin after start up).
- Rewire unit including modem line.
- Add hydraulic oil.

- Set hopper and dust collector.
- Start unit.
- Set ejection ram and pin.
- Check for leaks and adjust knives
- High torque bolts and install new Harris door cylinder and other parts as done on south baler.

The Harris-manufactured 6" door cylinder and the Filtering Service on the North Baler will be performed at no cost to the CITY including parts, labor, tools and equipment. Parts, labor, tools, and equipment not related to the door cylinder, the Filtering Service and the start-up of the North Baler will be charged to the CITY.

6. HARRIS will provide three (3) complete printed copies of the standard Operations and Service Manual ("OSM") for the South Baler (Vol. 1) and an OSM for the specific Balers (Vol. 2). HARRIS will also provide two (2) printed copies of the Parts Manuals that shall be specific for the South Baler. HARRIS will also provide one electronic copy of the program for the MSW operation. The copies will be provided to the CITY within six (6) weeks after the Monitoring Period.

7. Upon completion by HARRIS of items 1-6 above and expiration of the Monitoring Period without additional problems, the CITY and HARRIS will document the completion of PHASE I by signing a writing indicating the same, which will be the start date for the PHASE I WARRANTY discussed below.

8. For the six (6) month period immediately after the Monitoring Period, HARRIS will perform oil sampling and analysis every thirty (30) days on the South Baler (the "Sampling Period") as described in HARRIS' Operations and Service Manual. The Sampling Period will be provided at no cost to the CITY and reports indicating the results of this oil sampling and analysis will be provided to the CITY within 15 days of the test results becoming available to HARRIS.

9. CITY agrees to cooperate in good faith with HARRIS in performing the forgoing. In addition, CITY agrees to perform all necessary maintenance on the Balers and operate the Balers in full compliance with HARRIS' recommendations and the Operation and Service Manuals and good industry practice. In addition, after the Sampling Period, the CITY agrees to perform oil sampling of the hydraulic fluids in accordance with HARRIS guidelines as included in HARRIS' updated Operation and Service Manual during the warranty term of the Balers as set forth herein and provide copies of the test results to HARRIS.

PHASE II: Redesign for Long Term Operation

1. The Parties acknowledge and agree that the purpose of Phase I above is for HARRIS to return the South Baler to its original configuration so that its performance can be evaluated. The Parties acknowledge that certain changes or redesigns are or may be necessary to the original designs of both the South and North balers to ensure proper long-term operation

pursuant to the Purchase Contract. Given the uncertainty surrounding what those changes or redesigns may entail, which cannot be known until the Phase I work is completed and the balers operated under normal operating conditions and their performance observed, the Parties agree to work cooperatively to identify those changes or redesigns that are necessary.

- a. The CITY has identified several concerns or problems with the manner in which the balers had previously operated, and has described those concerns in a Work Plan, which is attached hereto as Exhibit C.
- b. During PHASE II, The CITY and HARRIS will work together to identify the cause of the issues described in the Work Plan, and will come to a mutually acceptable plan to remedy the issues.
- c. If the PARTIES are unable to come to a mutually acceptable plan to remedy any problems identified during PHASE II work, HARRIS will have final decision making regarding the plan that it feels will properly remedy the problem. However, if the CITY is not satisfied that HARRIS'S plan or resolution has, or will fix the problem, it may terminate this agreement after 30 days written notice to HARRIS of the nature of the CITY'S dissatisfaction and the City may then pursue any other rights or remedies available to it by law.

2. The PARTIES will come to a mutual agreement when the work described in PHASE II is completed and confirm said agreement in writing. The date of this agreement will be the start date of the PHASE II warranty described below.

3. If the PARTIES are unable to come to agreement regarding completion of PHASE I or PHASE II, this AGREEMENT will be deemed terminated 30 days after either party provides written notice that it believes no agreement can be reached and the Parties may then pursue any other rights or remedies available to them by law.

II. WARRANTY.

a. The work on both the South and North balers described above may proceed on different schedules and at different times. HARRIS will provide the warranties described below separately for the North baler and South baler, which will each have individual beginning and ending dates based upon the mutually agreed upon dates of completion of PHASE I and PHASE II as described above.

b. **PHASE I WARRANTY.** HARRIS hereby warrants the balers and the work detailed in PHASE I above under the same terms and conditions of its standard warranty, a copy of which is attached hereto as Exhibit D, for a period of one (1) year following the written agreement memorializing the completion of PHASE I described above.

c. **PHASE II WARRANTY.** In addition to the PHASE I WARRANTY, HARRIS additionally warrants the new components installed pursuant to PHASE II under the same

terms and conditions of its standard warranty, a copy of which is attached hereto as Exhibit D, for a period of one (1) year following the written agreement memorializing the completion of PHASE II described above.

1. HARRIS agrees that the CITY will not be charged for labor on any valid warranty claim made under the Warranties during the Warranty Terms;

2. The Warranties are provided to the CITY at no charge.

d. HARRIS will perform quarterly inspections of the South Baler including the hydraulic systems, during the Warranty Terms. The CITY agrees to perform any repairs or maintenance on the South Baler recommended by HARRIS as a result of the quarterly inspections, but only those repairs or maintenance activities which are related to normal wear and tear expected from the normal operation of the Balers. All warranty repairs not related to normal wear and tear expected from the normal operation of the South Baler will be performed by HARRIS at no cost to the CITY.

e. HARRIS will perform any Warranty Repairs with reasonable dispatch after receiving written notice of necessary Warranty Repairs from the CITY. If HARRIS is unable or unwilling to remedy the problem within 30 days (or any other length of time agreed to by the parties in writing) of notice of the problem, the CITY may terminate this Agreement and pursue any other rights or remedies available to it by law.

III. RELEASES

a. Upon the end of each of the PHASE II Warranty Periods described in Section II above, HARRIS and the CITY will enter into a FINAL ACCEPTANCE in which the CITY, on behalf of itself, any of its agents, affiliates, successors, assigns, insurers or to whom the CITY has transferred any interest in any claims the CITY may have had relating to the Purchase Contract, the respective Baler, and the Baler Claims forever releases and forever discharges:

HARRIS, and any of its past and present subsidiary corporations, parent corporations, affiliates, partners, joint venturers, successors, assigns, contractors, subcontractors, officers, directors, shareholders, employees, agents, attorneys and insurers (in their individual and representative capacities), from any and all Legal Claims (as hereinafter defined), arising from, or relating to, directly or indirectly, the Purchase Contract, the respective Baler and the Harris Claims.

b. As used in this Settlement Agreement, the term "Legal Claims" shall mean and include: claims, demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, reasonable attorneys' fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description whatsoever, whether

known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, asserted or unasserted.

c. As further consideration for the promises and commitments herein, upon the end of the Component Warranty Period described in Section II above, HARRIS agrees to release and forever discharge the CITY and the CITY's agents, officers, employees, assigns and attorneys from any and all actions, claims, demands, damages, costs, losses, expenses and compensation of any nature whatsoever associated with the following invoices transmitted from HARRIS to the CITY for previous repairs and work performed on the Balers:

Invoice #963589:	\$13,962-North Baler gathering and ejection cylinder repairs
Invoice #963589-1:	\$9,500 – Shipping cylinders to HARRIS
Invoice #965100:	\$10,380.30 North Baler cylinder door repairs
Invoice #965764:	\$2,055.26 for replacing lasers on balers

d. The Parties each acknowledge that they may later discover material facts in addition to, or different from, those which they now know or believe to be true with respect to the Purchase Contract, the Balers, the Harris Claims, the Damages or the negotiation of this Settlement Agreement. The Parties each further acknowledge that there may be future events; circumstances or occurrences materially different from those they know or believe are likely to occur. It is the Parties' intention to fully, finally and forever settle and release all claims, disputes and differences relating to the Purchase Contract, and HARRIS' performances pursuant to the Purchase Contract, the Balers and the Harris Claims. The release provided in this Settlement Agreement shall remain in full effect notwithstanding the discovery or existence of any such additional or different facts or occurrence of any such future events, circumstances or conditions.

e. Each of the Parties specifically waives the provisions and benefits of any applicable regulation, code, statute or law including principles of common law that may restrict or modify the full extent of the foregoing releases.

f. It is the intention of the PARTIES that by executing and performing the respective obligations hereunder, none of the Parties waive any rights, provisions, obligations or options that any of the Parties may have under their respective contracts, nor do the PARTIES intend that nothing herein shall be construed as a waiver by the CITY of its rejection of the balers until the expiration of the PHASE II Warranty and FINAL ACCEPTANCE.

g. Under no circumstance shall the execution and performance of any of the terms of this Agreement by the City be deemed a waiver by the CITY of any recourse or rights that the City has against Enviro-Services & Construction, Inc., d/b/a RRT Design & Construction (or its respective bonding company) with whom the City contracted for the Municipal Solid Waste Baler Replacement Project No. 04-18.

h. The release granted herein shall not be applicable to any Legal Claims for breach of this Agreement or the Component Warranty.

IV. AUTHORITY TO EXECUTE

Each of the parties represents and warrants that it has all requisite authority to execute and perform this Agreement and that it has had the benefit and advice of counsel prior to executing this Agreement.

V. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

VI. WAIVER

Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of that right, remedy, power or privilege. No waiver of any right, remedy, power or privilege with respect to any particular occurrence shall be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

VII. PARTIES TO BEAR THEIR OWN COSTS

Except as specifically provided in the Agreement, the Parties shall each bear their respective costs and attorneys' fees incurred in connection with the Purchase Contract the Baler, and the Harris Claims, and preparation and negotiation of this Agreement.

VIII. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and may not be changed or terminated orally but only by a written instrument executed by the Parties after the date of this Agreement.

IX. CONSTRUCTION

The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, including its exhibits or any amendments.

X. PARTIAL INVALIDITY

If any term of this Agreement or the application of any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held

invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

XI. NECESSARY ACTION

Each of the parties shall do any act or thing and execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in any number of counterparts; each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages. This Agreement may be executed by signatures provided by electronic facsimile transmission (also known as Fax" copies) and/or electronic mail, which electronic signatures shall be as binding and effective as original signatures.

XIII. CHOICE OF LAW

This Agreement and all rights and duties of the Parties hereunder shall be governed and construed according to the laws of the State of Wyoming, U.S.A without regard to its conflicts of law provisions. The Parties agree to the exclusive jurisdiction of the courts of the State of Wyoming and waive any claim of inconvenient forum or any other applicable similar law.

XIV. NON-DISPARAGEMENT

Except (a) as required in securities filings, (b) communications made pursuant to legal or governmental requirements, (c) communications made on a need-to-know basis to Attorneys, accountants, consultants, insurance carriers, insurance brokers, and auditors for the respective Parties, (d) as may be reasonably necessary to perform the terms and conditions of this Settlement Agreement, each party agrees that it will not at any time during the next ten (10) years, either by oral or written communication to the public disparage, criticize, condemn, or impugn the other's reputation or character based upon any impression, event, or circumstances occurring or existing prior to or on the date of this Agreement and relating to the Purchase Contract, the Balers, or the Harris Claims.

XV. WAIVER OF TRIAL BY JURY;

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), ACTIONS OF EITHER PARTY,

OR ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS ALLEGED BREACH, WHETHER SOUNDING IN TORT OR CONTRACT, INCLUDING, BUT NOT LIMITED TO, ACTIONS ALLEGING FRAUD, OR FRAUDULENT INDUCEMENT TO ENTER INTO THIS AGREEMENT. EACH PARTY HEREBY AGREES THAT THIS AGREEMENT CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY PURSUANT TO THE PROVISIONS OF ANY APPLICABLE LAW AS MAY BE APPLIED TO THIS AGREEMENT. THE PARTIES HEREBY ACKNOWLEDGE THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION. DISPUTES RELATING TO THIS SETTLEMENT AGREEMENT ARE NOT SUBJECT TO BINDING ARBITRATION.

XVI. NOTICES

a. Any and all notices and demands by or from any party required or desired to be given under this Agreement shall be in writing and shall be validly given or made if served by (a) personal delivery; (b) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested; or (c) national overnight delivery service with delivery confirmation. If such notice or demand is served by registered or certified mail the manner provided, service shall be conclusively deemed given upon receipt or attempted delivery, whichever is sooner.

b. Any notice or demand to HARRIS shall be sent to:

THE HARRIS WASTE MANAGEMENT GROUP, INC.
315 West 12th Avenue
Cordele, GA 31015

With a copy to: AVIS INDUSTRIAL CORPORATION
1909 S. Main St., PO Box 548
Upland, IN 46989
Attn: Angela M. Darlington

c. Any notice or demand to CITY shall be sent to:

City of Casper
200 North David Street Casper, WY 82601-1815
ATTN: Andrew Beamer, Public Services Director

With Copy to: Ryan Schwartz
Williams, Porter, Day & Neville, P.C.
159 North Wolcott, Suite 400
Casper, WY 82601

XVII. WYOMING GOVERNMENTAL CLAIMS ACT

Anything in this Agreement notwithstanding, 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.

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

THE HARRIS WASTE MANAGEMENT GROUP, INC.

By: _____

Print Name: _____

Title: _____

[Handwritten Signature]
Leland E. Boren
President

THE CITY OF CASPER, WYOMING

By: _____

Print Name: _____

Title: _____

General Procedure (For: Casper Baler, SN 3112)

- Remove oil from tank through 5 micron filters.
- Open, inspect, and clean tank.
- Remove tank screens and magnets, inspect and clean.
- Remove tank heaters, inspect, and clean.
- Reinstall heaters, screens, and magnets.
- Reinstall all piping that was previously removed after inspection.
- Refill tank by filtering oil from the holding tank and into the baler tank at the Power Unit fill point of the baler 5 micron filter system.
- Start baler.
- Check all pumps for correct pressure and any abnormal noise.
- Cycle all rams continuously for 4 hours. (Write a program for system flush)
- Stop baler.
- Repeat above items.

SN 3112 Detailed Task List

Collect Oil Sample from Suction Chamber (Use Oil Sample Port)

Remove oil from tank using an independent Filter\Pump Cart

- Inspect, clean, & photo condition of Empty Oil Storage Tote before transferring (used) oil into it
- Use a closed top style Storage Tote with at least two sealable entry points (screw on cap preferred) ideally located for in container filtering.
- Inspect, install, & photo new (clean) 5 micron Filter Elements on Filter Cart
- Record Micron Rating & Brand-Part Code of Filter Elements on Filter Cart
- Remove Tank Screen Cover(s) and Tank Screen(s) and insert Transfer Hose
- Transfer oil from power unit tank chambers thru Transfer Hose\Filter\Pump Cart Sub-assembly and into Oil Storage Tote

Use Oil Storage Tote & Filter\Pump Cart to continuously Filter Oil within Tote

- Locate Oil Tote & Filter\Pump Cart in building & the vicinity of baler that is away from high activity (dust, debris) work area for offline filtering
- Inspect condition of Filter Cart Filter Elements (clogged ??) daily
- Take Photo of Filter Element condition during each daily Filter Element inspection
- Collect Oil Test Sample from Oil Tote after 2 days of offline filtering time
- Mail Oil Test Sample for Lab Analysis

Continue to Filter Oil within Tote using sequentially higher grade Filter Element media

Sequence	Brand Element & Description	Days Used
1		
2		
3		

During Daily Phone Update - Report Filtering Status to Service\Engineering. Continue to Filter & Test Sample as instructed during phone updates.

Open, inspect, and clean tank

Remove both Tank Heaters and Inspect each one for Carbon buildup on their heating element region

Record (Mark\Photo) which Heater came from which tank port location

Take Photo of the condition of each Tank Heater (even & especially if it looks normal, typical condition)

Record full heater model\part code from the dataplate on each tank heater.

Take Photo (confirm legible) of the data plate info on each Tank Heater

Provide Tank Heater data plate info to Service\Engineering during Daily Phone Update

Clean and reinstall both Tank Heaters

Remove both Manhole Covers from the Suction Chamber side of the Tank

Take Photo condition of Tank Chamber interior (4 walls, floor, top, etc)

Clean interior of Tank Chamber (use typical cotton wipe rag(s) & (if required) mineral spirits cleaning agent)

Collect\Consolidate and save debris recovered for possible sample analysis.

Inspect Tank Chamber for defects

Check all seams and weld joints for gaps that could allow oil or contaminant transfer between tank chambers or tank exterior

Check open ends of all pipe inlets\outlets for debris

Collect Photo of these (whether defective or normal)

Take Photo of "Cleaned" condition of Tank Chamber interior (4 walls, floor, top, pipe ends, etc)

Remove both Manhole Covers from the Return Chamber side of the Tank

Follow same Steps as stated for Suction Chamber side of the Tank

Check the channel guides (for both Tank Screens) as part of the "Inspect Tank Chamber for defects" list

Clean the channel guides (for both Tank Screens) and Collect Photo Evidence of their "Cleaned" condition

Remove all 4 Tank magnets

Record (Mark\Photo) which Magnet came from which tank port location

Take Photo of the condition of each (dirty) Tank Magnet (even & especially if it looks normal, typical condition)

Clean all Tank Magnets

Collect\Consolidate and save debris recovered for possible sample analysis.

Take Photo of the (clean) condition of each Tank Magnet

Install clean Tank Magnets into their respective tank port locations

Clean both Tank Screens (that were previously removed from tank)

Take Photo of the condition of each (dirty) Tank Screen (even & especially if it looks normal, typical condition)

Collect\Consolidate and save debris recovered for possible sample analysis.

Take Photo of any damage to each Tank Screen

Repair\straighten bent or damaged portion of screen(s)

Inspect that mesh size appears consistent with 200 mesh screen size

Install clean Tank Screens into their respective channel guides

Inspect each Tank Screen for solid contact "fit" with their channel guides

Check fit (for gaps) along each side and base of screen\guide interfaces

EXHIBIT A
"FILTERING SERVICE"

Collect Photo of fit along the guides (even & especially if no gaps exist)
Evaluate (and written record) of the range(s) of available movement of each screen within its guide
Collect Photo of each cleaned Tank Screen properly installed within its channel guides

Reinstall all piping & system hardware that was previously removed prior to Harris arrival at site

Take Photo of the components that were disassembled prior to Harris arrival at site

Inspect reasonably accessible regions of these items for obvious dirt\debris

Take Photo of their condition (even & especially if it looks normal, typical condition)

Collect\Consolidate and save debris recovered for possible sample analysis.

Clean reasonably accessible regions for obvious dirt\debris

Identify any obvious signs\concerns of component damage in conjunction with the re-assembly process

Report any damaged parts to Service during Daily Phone Update with Service\Engineering

Do not install\re-assemble damaged items without prior discussion & notification from Service\Engineering

Objective:

Return baler to good, operational condition for long term operation.

Intent is to minimize risk of introducing external contaminants into the system by any further or unnecessary dis-assembly

Refill Power Unit Tank (and overall Hyd System) by filtering oil procedure

Start baler.

Check all pumps for correct pressure and any abnormal noise.

Cycle all rams continuously for 4 hours. (Write a program for system flush)

Stop baler.

Repeat above items.

Remove program for system flush and install normal operating program.

Run production for 30 days

Inspect and evaluate oil, screens, etc after the 30 day operational period.



Report Submitted By: _____

Start Up Report

Date of Start-up
Model
Serial Number
Customer Name/Phone
Customer Location

[Empty form boxes for start-up details]

Description of Use:

[Form boxes for description of use with labels: Baling General Recyclables - MRF, Baling Paper, Baling Plastic, Baling Solid Waste, Baling NF Scrap Metal]

Projected Baling Capacity Per Day/shifts

[Empty form box for projected capacity]

Baler Feed

[Form boxes for baler feed options: Conveyor, By Hand, Loader]

Mode of operation.

[Form boxes for mode of operation: Manual, Semi-Auto, Automatic]

Start-Up Service Breakdown

Date Start-up began

[Empty form box for start-up date]

Date Start-up finished

[Empty form box for finish date]

Time Spent on Training

[Form boxes for training time: Operation, Safety, Maintenance]

Time Spent Baling while on-site

[Form box for baling hours]

Did Factory Service assist?

[Form boxes for factory service: on-site, Phone/modem]

Time Spent on Adjustments.

[Form box for adjustment hours]

Time Troubleshooting.

[Form box for troubleshooting hours]

BALER PERFORMANCE DATA SUMMARY

Material Description				
Bulk OCC		Bale Weight	Expanded Bale Size	
		Bale Pressure Setting	#Strokes Bale Made	
		Bale Tension Setting		
		Release Pressure Setting	# Bales Made at Start-up	
Newsprint		Bale Weight	Expanded Bale Size	
		Bale Pressure Setting	#Strokes Bale Made	
		Bale Tension Setting		
		Release Pressure Setting	# Bales Made at Start-up	
Office Paper		Bale Weight	Expanded Bale Size	
		Bale Pressure Setting	#Strokes Bale Made	
		Bale Tension Setting		
		Release Pressure Setting	# Bales Made at Start-up	
PET Plastics		Bale Weight	Expanded Bale Size	
		Bale Pressure Setting	#Strokes Bale Made	
		Bale Tension Setting		
		Release Pressure Setting	# Bales Made at Start-up	
HDPE		Bale Weight	Expanded Bale Size	
		Bale Pressure Setting	#Strokes Bale Made	
		Bale Tension Setting		
		Release Pressure Setting	# Bales Made at Start-up	
Solid Waste		Bale Weight	Expanded Bale Size	
		Bale Pressure Setting	#Strokes Bale Made	
		Bale Tension Setting		
		Release Pressure Setting	# Bales Made at Start-up	
AL Cans		Bale Weight	Expanded Bale Size	
		Bale Pressure Setting	#Strokes Bale Made	
		Bale Tension Setting		
		Release Pressure Setting	# Bales Made at Start-up	
Tin Cans		Bale Weight	Expanded Bale Size	
		Bale Pressure Setting	#Strokes Bale Made	
		Bale Tension Setting		
		Release Pressure Setting	# Bales Made at Start-up	
		Bale Weight	Expanded Bale Size	
		Bale Pressure Setting	#Strokes Bale Made	
		Bale Tension Setting		
		Release Pressure Setting	# Bales Made at Start-up	
		Bale Weight	Expanded Bale Size	
		Bale Pressure Setting	#Strokes Bale Made	
		Bale Tension Setting		
		Release Pressure Setting	# Bales Made at Start-up	
		Bale Weight	Expanded Bale Size	
		Bale Pressure Setting	#Strokes Bale Made	
		Bale Tension Setting		
		Release Pressure Setting	# Bales Made at Start-up	

Start-Up Service Breakdown Continued:

If Yes to troubleshooting or adjustments please explain briefly:

Summarize any issues regarding quality or other problems encountered during start-up:

Summarize any suggestions that would aid in a successful start-up of future balers:

Does Customer have a dedicated direct phone line for modem?

Was Phone Line Tested?

Installation performed by:

On Harris 2-Ram Balers with Smart-knife Feature:

Service Technician and customer physically adjusted and set the blade gap and hold-downs to .002 to .020 clearance?

<input type="text"/>	Yes
<input type="text"/>	No

Baler Location Indoors

<input type="text"/>	Outdoors	<input type="text"/>	Outdoors
<input type="text"/>	with protection	<input type="text"/>	With no protection

Please include any photos of the installation and material baled.

Also, it is helpful to provide photos of problems encountered during start-up, such as parts replacements modifications, and other repairs. If possible, please provide before and after photos.

This report should be emailed to renee.bodrey@harrisequip.com

EXHIBIT C

**WORK PLAN TO FIX HARRIS BALERS
AT
CASPER SOLID WASTE FACILITY
CITY OF CASPER
CASPER, WYOMING**

Submitted To: Angela M. Darlington, Vice President - Secretary
Avis Industrial Corporation

Craig Little, Vice President – General Manager
CMG

Alex Roberts – Director of Purchasing
Harris Equipment Company

Copied: Nat Egosi – President
Enviro-Services & Construction, Inc. d/b/a RRT Design & Construction

Submitted By: Cynthia Langston, Casper Solid Waste Manager
City of Casper, Wyoming

Sean Orszulak, Casper Solid Waste Superintendent
City of Casper, Wyoming

Jason Shellabarger, Casper Fleet Maintenance Manager
City of Casper, Wyoming

Jeff Proudfoot, Casper Fleet Maintenance Foreman
City of Casper, Wyoming

Submitted On: September 1, 2014

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- 1.0 INTRODUCTION
 - 1.1 Project Scope and Objectives
 - 1.2 City of Casper Responsibilities
 - 1.3 Harris Responsibilities
- 2.0 SOUTH BALER FIX
 - 2.1 Phase One – Assembly, Filtering Service, & Start Up
 - 2.2 Phase Two – Redesign for Long Term Operation
 - 2.2.1 Remove and replace programming to match hydraulic matrix including but not limited to:
 - i. Insure travel rods work as intended in the programming or remove and refund.
 - ii. Add a kill switch program to shut down system when over pressure or temperature occurs
 - iii. Add function to program to see on operator screen the pressure at manifold, gather cylinder, eject cylinder and door cylinder
 - 2.2.2 Redesign screens in hydraulic tank including but not limited to:
 - i. Insure screen fits snugly on all sides of the tank.
 - ii. Add radius corners to prevent the screen from bending allowing flow through of contaminants.
 - iii. Use multiple layers of screen to improve micron level of filtration.
 - iv. Place baffles in hydraulic tank to create areas where heavy material can effectively drop out of the oil.
 - 2.2.3 Add a “Kidney loop” to the hydraulic tank that allows a separate pump to filter baler oil outside hours of operation.
 - 2.2.4 Add filters at suction and discharge side of hydraulic system that allows for removal of debris caught in filters from the system.
 - 2.2.5 Redesign door to ensure debris cannot be pushed into cylinder including but not limited to:
 - i. Mount cylinder to the top of the door raising the cylinder above garbage.
 - ii. Build guide into the door to resolve issues related to getting garbage in cylinder a getting door unstuck, and having to go inside the baler to get door unstuck.
 - 2.2.6 Add longer ejection cylinder to allow for baler to be evacuated at the end of the day as originally specified.
 - 2.2.7 Change valve system to eliminate pressure distribution problems.
 - 2.2.8 Add system to eliminate stuck bales; see attachments for examples.
 - 2.2.9 Eliminate the need to disassemble the baler to replace the wear plates.
 - 2.3 Phase Three – Six Month Monitoring Period
 - 2.3.1 Provide & Test Hydraulic Oil Flushing Program and Replace Oil with New
 - 2.3.2 Provide & Test Wet Garbage Programming
 - 2.3.3 Provide Copy of Programming on a Card
- 3.0 NORTH BALER FIX
 - 3.1 Phase One – Complete Assembly & Replace Wear Plates
 - 3.2 Phase Two – Filtering Service & Start Up
 - 3.3 Phase Three – Redesign for Long Term Operation
 - 3.3.1 Remove and replace programming to match hydraulic matrix including but not limited to:
 - i. Insure travel rods work as intended in the programming or remove and refund.
 - ii. Add a kill switch program to shut down system when over pressure or temperature occurs

- iii. Add function to program to see on operator screen the pressure at manifold, gather cylinder, eject cylinder and door cylinder
 - 3.3.2 Redesign screens in hydraulic tank including but not limited to:
 - i. Insure screen fits snugly on all sides of the tank.
 - ii. Add radius corners to prevent the screen from bending allowing flow through of contaminants.
 - iii. Use multiple layers of screen to improve micron level of filtration.
 - iv. Place baffles in hydraulic tank to create areas where heavy material can effectively drop out of the oil.
 - 3.3.3 Add a "Kidney loop" to the hydraulic tank that allows a separate pump to filter baler oil outside hours of operation.
 - 3.3.4 Add filters at suction and discharge side of hydraulic system that allows for removal of debris caught in filters from the system.
 - 3.3.5 Redesign door to ensure debris cannot be pushed into cylinder including but not limited to:
 - i. Mount cylinder to the top of the door raising the cylinder above garbage.
 - ii. Build guide into the door to resolve issues related to getting garbage in cylinder a getting door unstuck, and having to go inside the baler to get door unstuck.
 - 3.3.6 Add longer ejection cylinder to allow for baler to be evacuated at the end of the day as originally specified.
 - 3.3.7 Change valve system to eliminate pressure distribution problems.
 - 3.3.8 Add system to eliminate stuck bales; see attachments for examples.
 - 3.3.9 Eliminate the need to disassemble the baler to replace the wear plates.
- 3.4 Phase Four – Six Month Monitoring Period
 - 3.4.1 Provide & Test Hydraulic Oil Flushing Program and Replace Oil with New
 - 3.4.2 Provide & Test Wet Garbage Programming
 - 3.5.3 Provide Copy of Programming on a Card

List of Exhibits

- Exhibit A Harris Filtering Service
- Exhibit B Harris Start Up Report

**Harris Waste Management Group, Inc.
One (1) Year Limited Warranty**

This Limited Warranty only applies to Vertical, Horizontal and 2-Ram balers hereafter, the EQUIPMENT, manufactured by Harris Waste Management Group, Inc. hereafter, the COMPANY.

Subject to the terms and conditions herein, the COMPANY warrants to the original PURCHASER that the EQUIPMENT listed hereto will be free from manufacturing defects in materials and workmanship performed by the COMPANY, for a period commencing the date the EQUIPMENT is placed in service or thirty (30) days after shipment of the EQUIPMENT whichever occurs first, or thirty (30) days after the date it could have been shipped in case shipping is delayed by factors or conditions which are not the responsibility of the COMPANY, and extending for a period of one (1) year, or two thousand (2,000) hours use of the EQUIPMENT whichever occurs first. Specifically EXCLUDED from this warranty are normal wear and maintenance items (including but not limited to: liners, filters, fuses, wear strips, o-rings and routine adjustments).

Subject to the terms and conditions herein, for EQUIPMENT and/or components that are manufactured for and/or by a third party that the COMPANY'S warranty to the original PURCHASER shall be limited to the terms, conditions, limitations and exclusions as set forth by the third party manufacturer of said EQUIPMENT or component.

The COMPANY will provide labor for repairs or replacement of defective part or component for a period of the first ninety (90) days or the first five hundred (500) hours, whichever occurs first, of the warranty period to the original PURCHASER. Labor during the remainder of the warranty period described above will be provided at the standard rates charged by the COMPANY for service work, contingent upon prior written authorization, to perform the warranty work by the COMPANY to the PURCHASER.

The foregoing notwithstanding, the following conditions shall void the warranty: (1) The EQUIPMENT, or any part thereof, has been subjected to accident, negligence, improper operation or maintenance, alteration, modification, abuse or misuse, or to damage caused by unauthorized or improper repairs, or failure to read, view or follow prescribed or reasonable operation, safety and maintenance instructions, or failure to replace worn parts in a timely manner; (2) the EQUIPMENT has been subjected to operating conditions beyond that for which it was designed; (3) the EQUIPMENT has processed materials for which it was not specifically designed to process; (4) the PURCHASER fails to notify the COMPANY promptly in writing of any alleged defects within the aforementioned warranty period; or (5) in the event the EQUIPMENT is not: (a) operated by fully-trained, competent personnel; (b) maintained in good operating condition using approved components and service techniques and instructions applied by competent maintenance personnel; or (c) marked with all warnings, decals and/or instructions attached to the EQUIPMENT.

The COMPANY and the PURCHASER expressly agree that the COMPANY'S obligations are limited solely to the COMPANY'S choice of repair or replacement (F.O.B. point of manufacture) of any defective part, component or workmanship, or alternatively, refund of the purchase price of any part or component. Any such refunded or replaced parts shall be promptly returned by the PURCHASER to the COMPANY, (F.O.B. PURCHASER'S site) if so requested by the COMPANY. Any labor to replace a defective part or component is not included under the terms of this limited warranty. It is expressly agreed that the remedies provided in this Limited Warranty are the exclusive remedies for the PURCHASER or third parties without the advance written authorization by the COMPANY.

It is expressly agreed by the parties signing this agreement that: (1) The COMPANY makes no guarantees or warranties of any nature except as stated in this agreement; (2) **THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED AND NEGATED;** (3) that the COMPANY'S liability is expressly limited to and the PURCHASER'S sole exclusive remedies are those stated in this agreement; and (4) that the COMPANY shall never be liable for incidental, indirect, or consequential damages of any nature, including without limitation, loss of production, loss of product, loss of operating supplies, or loss of revenues, profits or income in connection with the purchases, operation or use of the EQUIPMENT.

*Harris equipment has been provided with a modem (exception is verticals) to enable remote connection by our service department to diagnose and resolve problems with Purchaser's equipment as quickly and cost effectively as possible. Harris encourages Purchaser to benefit from this service by providing a phone or ethernet line to the equipment. If Purchaser of the equipment elects not to provide the remote connection (which prevents Harris from diagnosing and solving equipment problems remotely) the Purchaser will be charged for expenses incurred to have an authorized Harris service technician to visit Purchaser's site. "

In the event of any deviation from this specific written warranty, such deviation shall not alter any other terms of the warranty. The COMPANY reserves the right to make improvements and changes in the design and/or specification for its EQUIPMENT without notification and without incorporating the changes in the EQUIPMENT on order or delivered.

Baxley Operations
340 Jekyll Road
Baxley, GA 31513
1-800-447-3526
1-912-367-4661
1-912-367-5227 fax

Cordele Operations
315 West 12th. Ave
Cordele, GA 31015
1-800-468-5657
1-229-273-2500
1-229-273-8877 fax

Harris UK Operations
Unit 11
Malmesbury Business Park
Malmesbury
Wiltshire SN16 9JU, UK
44 (0) 1666-829494
44 (0) 1666-826663 fax

RESOLUTION NO. 14-262

A RESOLUTION AUTHORIZING AN AGREEMENT
WITH HARRIS WASTE MANAGEMENT GROUP, INC.

WHEREAS, the City has raised issues with the operation of balers manufactured by Harris Waste Management Group, Inc. ("Harris") which are used in the City's landfill operations; and

WHEREAS, Harris desires to address these issues by and through an agreement with the City detailing the steps to be taken to rectify these issues; and,

WHEREAS, the City and Harris have developed an agreement for resolution of these issues which has been approved by Harris.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Harris Waste Management Group, Inc. for the resolution of the issues being experienced by the City in the use of the above described balers.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

September 3, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Andrew Beamer, P.E., Public Services Director
David Hill, P.E., Public Utilities Manager
SUBJECT: Town of Mills SLIB MRG Grant for Mills West Belt Loop Water System Improvements

Recommendation:

That Council, by resolution, support the application of the Town of Mills to the State Loan and Investment Board (SLIB) for a Mineral Royalty Grant (MRG) in the amount of \$170,248 for their Mills West Belt Loop Water System Improvements Project.

Summary:

The Mills West Belt Loop Water System Improvements Project consists of the installation of approximately 2,550 feet of eight-inch water main in conjunction with the Wyoming Department of Transportation West Belt Loop Project, Phase II. The proposed project will extend a Mills water main from Chapman Road to West Belt Loop Road then east along West Yellowstone Highway to an existing 8-inch water main owned by the City of Casper near the Wheeler Land & Livestock Company (See Exhibit "A".)

This area of West Yellowstone Highway is currently provided retail water service by the City of Casper through the Regional Water System Airport Water Transmission Line. This area is and always has been in the Town of Mills growth boundary. With the extension by Mills of a water main from Chapman Road to the water main in front of Wheeler Land & Livestock Company, Mills would then have the ability to provide retail water service to this area.

After extension of the Mills water main is complete, it is proposed that City owned water mains within the Hanley Acres Subdivision and a water main on West Yellowstone from Gehring Street to Wheeler Land & Livestock would be transferred to the Town of Mills (Approximately 7,100 feet of eight-inch water main and 40 retail customers.) An asset transfer agreement including a "Bill of Sale" for the water main/easements transfer would need to be negotiated between Casper and Mills.

This water service area was planned to be eventually transferred to the Town of Mills (since the 1970's.) The Public Utilities Advisory Board at its February 2014 meeting discussed the transfer of ownership and maintenance of the water lines in this area to the Town of Mills when the opportunity arose.

The total cost of the Mills project is estimated at \$340,496. The town is requesting a 50% or \$170,248 grant from the Mineral Royalty Grant program. The remaining 50% or \$170,248 would be financed by the Town of Mills.

Wyoming's State Loan and Investment Board (SLIB) allocates funding annually to support local governments. One of its central programs is the Mineral Royalty Grant program, which provides capital funding to cities, towns, counties, special districts, and Joint Powers Boards. The Town has requested the support of the Casper City Council in their application for this project.

A resolution is prepared for Council's consideration.

EXHIBIT "A"
Office of State Lands and Investments
SUMMARY FORM

Applicant: Town of Mills

Project Name: West Belt Loop Water System Improvements

Type of entity the applicant is: Municipality

Population of applicant (City or Town): 3,461

Percentage of the applicant's population directly served by the project: 30

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

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

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

The Town of Mills respectfully requests a 50% matching grant of \$170,248 to assist in funding the West Belt Loop Water System Improvement project.

This project is necessitated by the Wyoming Department of Transportation construction of the West Belt Loop project. The West Belt Loop project will construct a new highway between State Highway 220 and US Highway 20/26. The southern terminus would be on Highway 220, approximately 3 miles southwest of Robertson Road. The northern terminus would be the intersection of US 20/26 (Shoshoni Bypass) and Business 20/26. This highway will be approximately 7.5 miles in length when completed.

Presently, the area located at the northern terminus of the West Belt Loop and US 20/26 is supplied water service from the Central Wyoming Regional Water System. The Central Wyoming Regional Water System has requested that the Town of Mills now serve this area with water. This request is being made because construction of the West Belt Loop leaves this area as an isolated service area for the Central Wyoming Regional Water System. Additionally, this area is in the Town of Mills growth boundary. The establishment of growth boundaries in central Natrona County was a very important step in establishing a system for orderly and planned growth. These growth boundaries were established and jointly agreed on by the municipalities of Bar Nunn, Casper, Evansville, and Mills based on which municipality would best serve future development in the area with municipal services.

These water system improvements will be owned, operated and maintained by the Town of Mills. Benefits of this project include looping dead end water lines in the area resulting in better water quality and providing better fire flows in this area. Looping of the lines will also provide redundant service during any maintenance and repairs of the system. The length of the service lines will also be significantly reduced as this project will allow the service lines to be located directly adjacent to the properties as opposed to the opposite side of the highway as they are currently.

Project Schedule: Estimated Start Date: 02/01/15

Estimated Construction End Date: 10/31/15

Is project needed to meet federal or state health and/or safety requirement? Yes No

(If yes the applicant must provide the specific health or safety requirements the project will address)

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

Funding Source	Amount	Status	Amount Expended on Project
Town Reserves	\$170,248.00		
			
			

Estimated total project cost: \$340,496.00
 Balance of Project incomplete: \$340,496.00
 Amount of grant funds requested: \$170,248.00
 Reimbursement Rate: 50.00%

Special District: Yes No

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



WBL WATERMAIN EXTENSION MILLS, WYOMING

SOURCE(S): DATPP, WLC
 DATE: 5/20/2014; BY: STEVEN G.
 PATH: D:\SHARED\PROPOSALS\ENGINEERING\2014\20140814\MAPS\WBL\WATER.MXD
 THIS DOCUMENT CONTAINS INFORMATION PREPARED BY OTHERS. WLC HAS NOT VERIFIED THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION. WLC SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED AS A RESULT OF INFORMATION PROVIDED BY OTHERS. WLC CAN NOT AND DOES NOT WARRANT THEIR ACCURACY. ANY USER OF THIS INFORMATION AGREES TO WAIVE ALL CLAIMS AGAINST WLC ARISING FROM THE SERVICES PERFORMED BY WLC.



LEGEND

-  WATER LINE (PROPOSED)
-  WATER LINE (EXISTING)
-  PROJECT AREA



RESOLUTION NO. 14-263

A RESOLUTION PRESENTING CERTAIN FINDINGS TO THE STATE LOAN AND INVESTMENT BOARD RELATING TO A MINERAL ROYALTY GRANT APPLICATION SUBMITTED BY THE TOWN OF MILLS, WYOMING.

WHEREAS, The Town of Mills, Wyoming has made a grant application to the State Loan and Investment Board for funds to assist in their West Belt Loop Water System Improvements Project to provide water service to customers within their growth boundary; and,

WHEREAS, many of these customers to be served by the water system improvements are currently provided retail water service by the City of Casper, but are within the Town of Mills growth boundary; and,

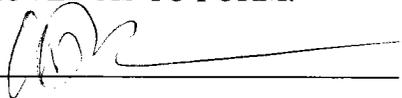
WHEREAS, in the future after the Mills water system improvements are completed, the City of Casper plans to transfer existing water mains and customers in the area to the Town of Mills as the area is within the Mills growth boundary; and,

WHEREAS, Wyoming Statute W.S 9-4-604(h) provides certain requirements for submission of grant applications to the State Loan and Investment Board.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

October 21, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Utility Service/Repair Permit with the Wyoming Department of Transportation
Water Service Line to Triton Well Services, LLC – 700 Hereford Ln. *JCW*

Recommendation:

That Council, by resolution, execute an utility service/repair permit with the Wyoming Department of Transportation (WYDOT), for installation of a water service line within WYDOT right-of-way to serve Triton Well Services, LLC facility at 700 Hereford Ln.

Summary:

Triton Well Services is preparing to install a new water service line to their facility at 700 Hereford Ln. Installation of the water service line requires work within Interstate 25, a WYDOT controlled right-of-way.

As the water service line will ultimately be owned and operated by the City of Casper up to the curb stop, WYDOT requires a permit for this installation. The permit documents the conditions under which the facility may be installed and is required by WYDOT.

A resolution is prepared for Council's consideration.

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

UTILITY SERVICE/REPAIR PERMIT

1. Parties.

The parties to this License are City of Casper, hereinafter referred to as Permittee, whose address is 200 N. David St, Casper, WY 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as Agency, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340.

2. Purpose of Permit.

The Agency hereby grants permission to the Permittee to excavate and install a new
(Description of work to be done)
water service from the city's water main located in WYDOT
right of way to a new facility located at 700 Hereford Ln on their existing
hereinafter referred to as Facility, located at:

Street 700 Hereford Ln City/Town Casper, WY

Section(s) 2 Township 33N Range 79W County (ies) Natrona

Route I-25 Milepost (RM) 186 Company Tracking Number: _____

GPS Coordinates:

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321). For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the permit packet.

Entering R/W: Latitude 42° 51' 27.01" N Longitude 106° 17' 33.23" W

Exiting R/W: Latitude 42° 51' 27.01" N Longitude 106° 17' 33.73" W

FOR DISTRICT USE ONLY					
M-54 Folder Number		M-54 Dist Ref Number:		M-21 Dist. Ref. Number:	
ML:		Maintenance Section:			

3. Plan/Staking Sheet.

The Utility shall attach hereto a plan sheet and/or staking sheet showing facilities to be repaired, maintained or having new service connections as part of this Permit. This plan sheet, shall be designated Exhibit "A" and made a part of this Permit. The Exhibit "A" shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and shall include the following requirements.

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed.
- Proposed facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.
- The preferred and maximum sheet size shall be 11" x 17".

Conditions.

This Permit is subject to the following conditions:

- a. This Permit is for the purpose of providing new service connections to, maintaining or repairing existing licensed facilities and does not permit new construction or extensive replacement of utility lines; such work requires a Utilities License, Form M-54. New service connections shall fall under the provisions of the existing Utility License.
- b. The work allowed under this permit shall commence only after the execution of this permit by both parties. If due to an emergency, work must begin before a permit can be processed, verbal approval must be obtained from the District Maintenance Engineer and a permit executed as soon as possible.
- c. The Permittee shall perform all necessary work in the maintenance or tapping of the utility and the cost of such work shall be borne solely by the Permittee. The work to be performed by the Permittee shall include the following as deemed applicable by the Department:
 - i. Sub-excavation of all unstable material and compaction of all backfill or special backfill to a density equal to the surrounding material or as defined by the Department. Density tests will be provided by Permittee whenever it is deemed necessary.
 - ii. All backfill shall be placed to the top of the sub-grade and the surface course or courses shall be replaced by like or better materials. (Asphalt pavement shall be replaced with asphalt pavement and concrete by concrete pavement).
 - iii. Furnish, provide, erect and maintain all necessary barricades, lights, reflectorized signs and take all necessary precautions for the protection of the work and safety of the traveling public at the work area in accordance with "Manual on Uniform Traffic Control Devices (MUTCD)" or WYDOT's "Traffic Control for Roadway Work Operations Manual".
 - iv. Boring or jacking shall be performed with a minimum of surface opening.
- d. If ground settlement or paving failure occurs after Permittee has completed backfilling and resurfacing the utility cut, the Department will correct such settlement or failure; and all labor, material and equipment required to make such correction will be billed to the Permittee.

4. Signatures.

In witness thereof, the parties to this Permit, either personally or through their duly authorized representatives, have executed this Permit on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Permit. The effective date of this Permit is the date of the signature last affixed to this page.

PERMITTEE

Printed Name and Title

Signature

Date

(_____) _____ - _____
Phone Number E-mail

CURRENT POINT OF CONTACT FOR COMPANY (If different from Permittee above)

Printed Name and Title

(_____) _____ - _____
Phone Number E-mail

AGENCY

District Representative Printed Name and Title

Signature

Date

RESOLUTION NO. 14-264

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A WATER SERVICE LINE TO TRITON WELL SERVICES, LLC FACILITY AT 700 HEREFORD LN.

WHEREAS, Triton Well Services is preparing to install a water service line to their facility at 700 Hereford Ln; and,

WHEREAS, construction of the water service line requires installation within Wyoming Department of Transportation right-of-way; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute a permit for the work.

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 an utility service/repair permit with the Wyoming Department of Transportation for the Triton Well Service water service line.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, or the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to the license agreement.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

October 14, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Party Wall Agreement between the City of Casper, Midwest Urban Development, LLC, and The Casper Artist's Guild, Inc.

Recommendation:

That Council, by resolution, approve a party wall agreement between the City of Casper, Midwest Urban Development, LLC and The Casper Artist's Guild, Inc. for Lots 1 and 2 OYD No. 2 Subdivision in Casper Wyoming, located at 321 and 319 West Midwest Avenue in the Old Yellowstone District.

Summary:

This property is located in the Old Yellowstone District and is a catalyst to the redevelopment initiatives along Midwest Avenue. The City purchased the property in 2012. With Council's direction, City staff pursued a replat of the property in November 2013, dividing it into two, distinct parcels. The first property, known as Lot 2 OYD No. 2 Subdivision, An addition to the City of Casper, Wyoming being portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming, located at 321 W. Midwest Avenue, Casper Wyoming 82601 is currently owned by the City of Casper. This property is currently leased to the Casper Artist's Guild, Inc. (hereinafter "Guild").

The second property, known as Lot 1 OYD No. 2 Subdivision, An addition to the City of Casper, Wyoming being portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming, located at 319 W. Midwest Avenue, Casper Wyoming 82601 is currently owned by Midwest Urban Development, LLC. (hereinafter "Midwest").

The Guild currently has a lease with an option to buy 321 W. Midwest. Therefore the City, Midwest, and the Guild would like to settle all differences and questions relating to the existence, ownership, maintenance, extension, modification, and alternation of the shared wall or "party wall." These two properties share a common wall or "party wall;" the west wall of the Midwest building is part of the party wall as well as the east wall of the Guild's building.

The parties above have agreed to subject their real property, as described above, to the covenants, restrictions, easements, charges, and liens set forth in the Party Wall Agreement.

A resolution has been prepared for Council's Consideration.

**PARTY WALL AGREEMENT FOR
MIDWEST URBAN MARKET**

The Casper Artist's Guild, Inc. (hereinafter the "Guild"), Midwest Urban Development, LLC (hereinafter "Midwest") and the City of Casper (hereinafter the "City") hereby establish and declare that the following party wall restrictions shall be applicable to properties and the real property on which they are located:

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

RECITALS

WHEREAS, Midwest is the owner of that certain parcel of land situated in the City of Casper, State of Wyoming, known as Lot 1, OYD No. 2 Subdivision, An addition to the City of Casper, Wyoming being portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming. Located at 321 W. Midwest Ave. Casper, Wyoming 82601; and

WHEREAS, Guild is the lessee of that certain parcel of land in the City of Casper and State of Wyoming, known as Lot 2, OYD No. 2 Subdivision, An addition to the City of Casper, Wyoming being portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming. Located at 319 W. Midwest Ave. Casper, Wyoming 82601 which lot adjoins the west side of the Lot 1, owned by the Midwest (hereinafter lot 2); and

WHEREAS, the City of Casper is the Owner of lot 2, and is leasing lot 2 to the Guild with an option to purchase; and

WHEREAS, there is situated upon the lot 1 owned by Midwest a one-story building; and

WHEREAS, there is situated upon the lot 2, leased by the Guild a one-story brick building; and

WHEREAS, the west wall of the Midwest's building is part of and common with the east wall of Guild's building (hereinafter referred to as the "Party Wall"); and

WHEREAS, Midwest, the Guild and the City desire to settle all differences and questions relating to the existence, ownership, maintenance, extension, modification, and alteration of the Party Wall; and

WHEREAS, the Midwest and the Guild and the City desire that the Party Wall be deemed a legal party wall in all respects; and

WHEREAS, Midwest, the Guild and the City desire to subject their above described real

property to the covenants, restrictions, easements, charges, and liens hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that their above described real property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") set forth in this Agreement, the parties agree as follows:

1. Establishment of Party Wall The common wall that exists between Lots 1 and 2 constitutes a party wall, and, to the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. Encumbrances and Claims The parties acknowledge that they have physically examined the Party Wall prior to signing this Agreement and it is mutually agreed that the parties waive any and all claims, damages, demands, actions, proceedings, rights, or remedies that each may have as against the other arising out of or relating to the Party Wall or any extension or addition thereof or appurtenance thereto, including the construction of chimneys and flues therein already constructed as of the date of this Agreement.

3. Damage and Repairs

(a) In the event of damage or destruction of the Party Wall from any causes, other than the negligence of any party and except as provided in Paragraph 4 of this Agreement, the then owners shall, at joint and equal expense, repair or rebuild the Party Wall on the same spot and on the same line, and be of the same size, and of the same or similar material and of like quality with the present wall, and each party, his heirs, successors, and assigns shall have the right to the use of the Party Wall so repaired or rebuilt. The parties agree that repairs and reconstruction of the Party Wall shall be undertaken wherever a condition exists which may result in damage or injury to person or property if repair or reconstruction work is not undertaken. Any party, upon discovering the possibility of damage or destruction, shall notify the other of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction. The other parties shall then have twenty days from the receipt of the notice either to object to the repairs or reconstruction or to pay the party's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property) the other parties shall then have five days from the receipt of the notice, which notice shall state that an emergency exists, either to object to the repairs or reconstruction or to pay the party's share of the cost of the work.

(b) If any party shall neglect or refuse to pay the party's share, or all of the cost in case of negligence, the other parties may have the wall repaired or restored and shall be entitled to have a mechanics' lien and lis pendens on the property of the party failing to pay for the amount of such defaulting party's share of the repair or replacement cost.

(c) In the event of substantial destruction to the Party Wall (i.e., where eighty percent (80%) or more of the Party Wall is destroyed by fire or otherwise), no party shall be obligated to repair or restore the Party Wall and this Agreement shall terminate.

4. Casualty or Damage due to Negligence or Willful Conduct Notwithstanding any other provision of this Agreement, any party, who, by their negligent or willful act, causes the party wall to be destroyed or damaged by fire or other casualty or exposed to the elements, shall bear the whole cost of repair and of furnishing the necessary protection against such elements.

5. Easements

(a) Each party to this Agreement and his respective successors, heirs, or assigns shall have any easement in that part of the land of the other on which the Party Wall is located, as may be necessary or desirable to carry out the terms of this Agreement.

(b) Each party to this Agreement and his respective successors, heirs, assigns, contractors, licensees, agents, and employees shall have an easement in that part of the land of the other necessary or desirable to repair or restore the Party Wall.

(c) Each party to this Agreement shall permit any other party and said other party's contractors, licensees, agents and employees to enter his property for the purpose of repairing, restoring, and/or extending the Party Wall and shall secure the permission of the tenants, if any, occupying the property for such entrance.

6. Provisions to run with the Land The covenants, provisions and restrictions contained herein shall be appurtenant to the land and shall pass to such owner's successors in title and all parties and persons claiming under them.

7. Severability Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

8. Insurance Each party shall be required to obtain, and maintain, "All Risks" insurance for his respective building in an amount equal to the full replacement value of their buildings (exclusive of the cost of excavation and foundations), without deductions for depreciation. The policies of physical damage insurance shall, if the same are available without any increase in the premium for the insurance coverage, contain waivers of subrogation and waivers of any defense based on coinsurance or of pro rate reduction of liability or of invalidity arising from any acts of the insured. Duplicate originals of a party's policy of physical damage insurance and of all renewals of such insurance, together with proof of payment of premiums, shall be delivered to the other party ten (10) days prior to the expiration of the then current policies. Parties shall not do or permit any act or thing to be done in or to the Party Wall which is contrary to law or which invalidates or is in conflict with the party's policy of physical damage insurance. A party who fails to comply with the provisions of this paragraph shall pay all costs,

expenses, liens, penalties, or damages which may be imposed upon the parties by reason thereof.

9. Governing Law This Agreement shall be governed and construed in accordance with the laws of the State of Wyoming.

10. Recording The parties understand and agree that this Agreement shall be recorded in Natrona County, State of Wyoming and that the Agreement is binding on the parties and their heirs, successors, and assigns. The cost of recording this Agreement and/or any changes or amendments thereto shall be borne equally by the parties.

16. Use of Party Wall Each party shall have the right to use the side of the Party Wall facing the party's lot in any lawful manner, including attaching structural or finishing materials to it; however, a party shall not create windows or doors or place air conditioning equipment in the Party Wall without the consent of the other parties. Any consent given to one of the parties to make openings in the Party Wall shall be subject to the right of the any other party to close up such openings and/or remove such air conditioning equipment at such time as that party desires to use that part of the Party Wall.

17. Termination of Agreement This Agreement shall continue in full force and effect for so long as the Party Wall stands, and no longer, and without prejudice to the title of either Party to the land so occupied by the Party Wall.

18. As the Guild is leasing Lot 2 from the City with an option to purchase said property, all duties under this Agreement regarding the Party Wall shall be the primary responsibility of the Guild to comply with prior to recourse being sought against the City for compliance therewith as the owner, and lessor of Lot 2. The Guild shall be liable to the City for all costs and expenses incurred by the City in the event the Guild, for whatever reason, fails to perform any duty under this Agreement for which the City performs for and on behalf of the Guild.

19. Release of City from this Agreement: The City shall be fully released from all duties and responsibilities under this Agreement at the time the City transfers its fee simple interest in Lot 2 to any other entity or individual. Such transfer shall be evidenced by the recording of a deed therefore in the real estate records of Natrona County, Wyoming. All obligations under this Agreement run with the land and any obligation of the City shall become the obligation of the City's successors in title.

20. 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.

DATED this 4th day of SEPTEMBER, 2014

**MIDWEST URBAN
DEVELOPMENT, LLC**

By: [Signature]
Arthur Dale Boatright II, Member

By: [Signature]
Lynette Boatright, Member

By: [Signature]
John Griffith, Member

By: [Signature]
Lauren Griffith, Member

**THE CASPER ARTIST'S GUILD,
INC.**

BY: [Signature]
Title: president

THE CITY OF CASPER

BY: _____
Paul L. Meyer, Mayor

Attest: _____
City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

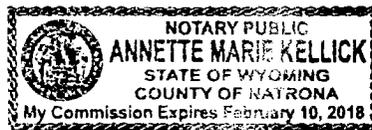
The foregoing document was subscribed and sworn to before me this 4 day of September, 2014 by Arthur Dale Boatright, II, Lynette Boatright, John Griffith and Lauren Griffith as the members of Midwest Urban Development, LLC.

Witness my hand and official seal.

Annette Marie Kellick
Notary Public

My Commission Expires:

Feb 10, 2018



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

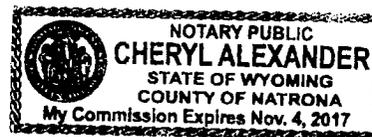
The foregoing document was subscribed and sworn to before me this 16 day of September, 2014 by DAVE BRYSON, as the President of The Casper Artist's Guild, Inc.

Witness my hand and official seal.

Cheryl D Alexander
Notary Public

My Commission Expires:

11-4-2017



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing document was subscribed and sworn to before me this _____ day of _____, 2014 by Paul L. Meyer, as the Mayor of the City of Casper, Wyoming, a municipal corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires:

RESOLUTION NO. _ 14-265 ____

A RESOLUTION APPROVING A PARTY WALL AGREEMENT BETWEEN THE CITY OF CASPER, MIDWEST URBAN DEVELOPMENT, LLC, AND THE CASPER ARTIST'S GUILD, INC.

WHEREAS, the City of Casper ("City") is the owner of real property, known as Lot 2 OYD No. 2 Subdivision, An addition to the City of Casper, Wyoming being a portion of the SE¼ NW¼ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming. Located at 321 W. Midwest Ave, Casper Wyoming 82601; and,

WHEREAS, City of Casper has leased said property to the Casper Artist's Guild, Inc. ("Guild") with an option to purchase said real property; and,

WHEREAS, Midwest Urban Development, LLC ("Midwest") is the owner of real property, known as Lot 1 OYD No. 2 Subdivision, An addition to the City of Casper, Wyoming being portion of the SE¼ NW¼ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming. Located at 319 W. Midwest Ave, Casper Wyoming 82601; and,

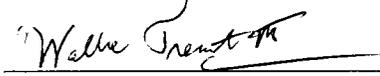
WHEREAS, these two properties share a common wall or "party wall;" the west wall of the Midwest building is part of the party wall, as well as the east wall of the Guild's building; and,

WHEREAS, the City, Midwest, and the Guild would like to settle all differences and questions relating to the existence, ownership, maintenance, extension, modification, and alternation of the shared wall.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest the *Party Wall Agreement for Midwest Urban Market* between the City of Casper, Midwest Urban Development, LLC, and the Casper Artist's Guild, Inc. as set forth above.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

October 16, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Consideration of proposed revisions to the PUD (Planned Unit Development) Guidelines for the Centennial Hills Village PUD

Recommendation:

That Council, by resolution, approve the proposed revisions to the PUD Guidelines for the Centennial Hills Village PUD.

Summary:

402, LLC has submitted proposed revisions to the overall PUD (Planned Unit Development) Guidelines for the Centennial Hills Village Addition. The original PUD Guidelines were approved in 2003 and have been updated several times, most recently in 2011. Pursuant to Section 17.52.130 of the Municipal Code, major alterations to approved PUD development plans require the approval of the Planning and Zoning Commission and the City Council. Major alterations are described in the Code as those that change the use, intent, rearrangement of lots, and realignment of major circulation patterns, density levels, or open space. The amended Centennial Hills PUD Guidelines have been provided for Council's reference.

Notable changes to the PUD Guidelines include the following:

1. Exhibit B, which is the overall PUD Plan, shows several changes. The most notable change is that Parcels 11 and 15 (approximately 52-acres) are transitioning from "commercial" to "single family detached". Also shown are additional community trails throughout the southern residential and green space tracts. Finally, there are several more or rearranged proposed roadways in the southern portion of the PUD.
2. Exhibit C also shows changes including the addition of many "single family detached" lots within the southwest portion of the PUD in an arrangement designed around green space and a proposed extension of E. Country Club Road for the purpose of connecting with SE Wyoming Boulevard.
3. Exhibit D, Land Use Summary, which shows the calculated total of land use by category, shows a 13.8% increase in land dedicated to single family detached residential and a proportionate inverse decrease in land dedicated to commercial

use. The result being that a total number of units for the entire development are estimated to be 541 units upon the completion of the Cambridge Addition.

The original PUD Guidelines specified areas that would be developed as commercial land uses; however, development guidelines were not created for those areas. The applicant does not intend to develop any of the commercial areas in the near term, and understands that prior to commercial development they will be required to go through a similar amendment process to obtain Planning and Zoning Commission as well as City Council approval of further amendments to the overall Guidelines.

The Planning and Zoning Commission recommended approval of the amendments to the Centennial Hills Village PUD Guidelines after a public hearing on September 23, 2014. There were no public comments received.

A resolution has been prepared for Council's consideration.

Centennial Hills



Planned Unit Development (PUD) Guidelines

CENTENNIAL HILLS

Casper, Wyoming

March 25, 2003 Original

Revised: May 28, 2003

Revised: August 13, 2003

Revised: September 2, 2003

Revised: January 21, 2009

Revised: March 28th, 2011 Modified by CEPI

Revised: August 19th, 2014 Modified by CEPI – Cambridge Addition

Applicant:

**Centennial Real Estate, LLC
1720 Clifton Court
Casper, Wyoming 82609
Tel: (307) 266-9686**

Original Land Planner:

**David Jensen Associates, Inc.
Planning Consultants
1451 South Parker Road
Denver, CO 80231
Tel: (303) 369-7369
Fax: (303) 369-9123**

Civil Engineer:

**Civil Engineering Professionals, Inc.
6080 Enterprise Drive
Casper, Wyoming 82609
Tel: (307) 266-4346
Fax: (307) 266-0103**

Planned Unit Development (PUD) Guidelines

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Planned Unit Development (PUD) Guidelines

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Planned Unit Development (PUD) Guidelines

I. Statement of Purpose & Intent

The CENTENNIAL HILLS PLANNED UNIT DEVELOPMENT is now a 228.8 acre mixed use community. While its primary focus is residential, the open space, recreational and commercial components play an integral part in creating a unique master planned community.

The CENTENNIAL HILLS Development Guidelines are intended to carry out the goals of this planned community. They have been written to ensure a unified, quality development. Through creativity in design, sensitivity to the characteristics of the site and compatibility of land uses, a commitment is made to the future of the community.

The following principles will be used in guiding development towards a planned community which can respond to changing market conditions.

- Encouraging innovation through **FLEXIBILITY** in site design with respect to lot sizes, compact development, building spacing, heights and density of buildings, open space, and parking.
- Allowing a variety of **CREATIVE SOLUTIONS** to community design that may not be possible through the literal application of the local zoning ordinance and subdivision regulations.
- Encouraging a mixed-use, **MASTER PLANNED** community providing for residential, recreational, and community services.
- Encouraging **INNOVATIONS** in land use that result in the availability of attractive development opportunities.
- Promoting more **EFFICIENT** use of land and energy through reasonable infrastructure requirements.
- Maximizing the **UNIQUE** physical features of the site.
- Creating development patterns and community design that further the **GOALS** and **POLICIES** of the City of Casper.
- Providing appropriate **TRANSITIONS** between land uses while encouraging an overall community focus.
- Providing **FLEXIBILITY** for both land use types and density to be **TRANSFERRED** between parcels, responding better to the needs of the consumer and changing market conditions.
- Encouraging **FLEXIBILITY** in the design of streets to allow departure from literal enforcement of present codes regarding design standards, street widths, drainage, curb and gutters, street lighting, landscaping, utilities and similar aspects.
- Creating a compact **SUSTAINABLE** growth community that respects the land while enhancing and preserving the natural beauty of the property.
- Promoting **PEDESTRIAN** and bicycle activity and reducing automobile use by providing trails for interconnecting uses.

Planned Unit Development (PUD) Guidelines

II. Authority / Definitions

Authority

These standards will apply to all property contained within the CENTENNIAL HILLS development. The guidelines will become the governing standards for review, approval and modification of development activities occurring on the property. The subdivision and zoning ordinances and regulations for the CITY OF CASPER will apply where the provisions of this guide do not address a specific subject.

Definitions

- **Compact Housing**

A form of cluster development whereby residential units are grouped together to provide improved design, more efficient construction techniques, community green or open space, shared parking or access, and other amenities that might not be obtainable through conventional development.

- **Lot width**

The horizontal distance between side lot lines measured at right angles to the lot depth at the established front yard setback line.

- **Multi-family (MF)**

Condominiums and/or apartments with a maximum density of 18 du/ac.

- **Gross Parcel Boundary**

Parcel Gross Boundaries are shown on the Planned Unit Development (PUD) Plan. Parcel boundaries shown are to the centerline of streets and Open Spaces.

- **Open Space**

All public and private areas set aside for recreational and open space purposes, but not limited to lakes, drainage corridors, bicycle and walking trails, detention/retention areas, tree preservation areas, outdoor recreation and field sports, buffers. The open space will not include the yards of the private residences.

- **Planned Unit Development (PUD)**

This Planned Unit Development provides a maximum degree of flexibility to accommodate single family detached and multi-family development for any portion of the property within the community as long as density standards set forth in this PUD document for the overall project are maintained.

- **Single Family Attached (SFA)**

Two-family dwelling (duplex); up to four-unit buildings; patio homes and townhomes.

- **Single Family Detached (SFD)**

One single family detached dwelling unit which is exclusively single family detached dwellings. Single family detached dwellings may be configured as or utilize zero lot line or alley loaded development.

Planned Unit Development (PUD) Guidelines

III. General Location and Land Uses

LOCATION

The proposed community is approximately 228.8 acres and is located east of Wyoming Boulevard, north of Country Club Road. (See Vicinity Map-Exhibit A) The property is located in Natrona County, Wyoming.

USE

The property is presently a mix of developed and undeveloped. Property is currently zoned Planned Unit Development (PUD).

ADJACENT ZONING

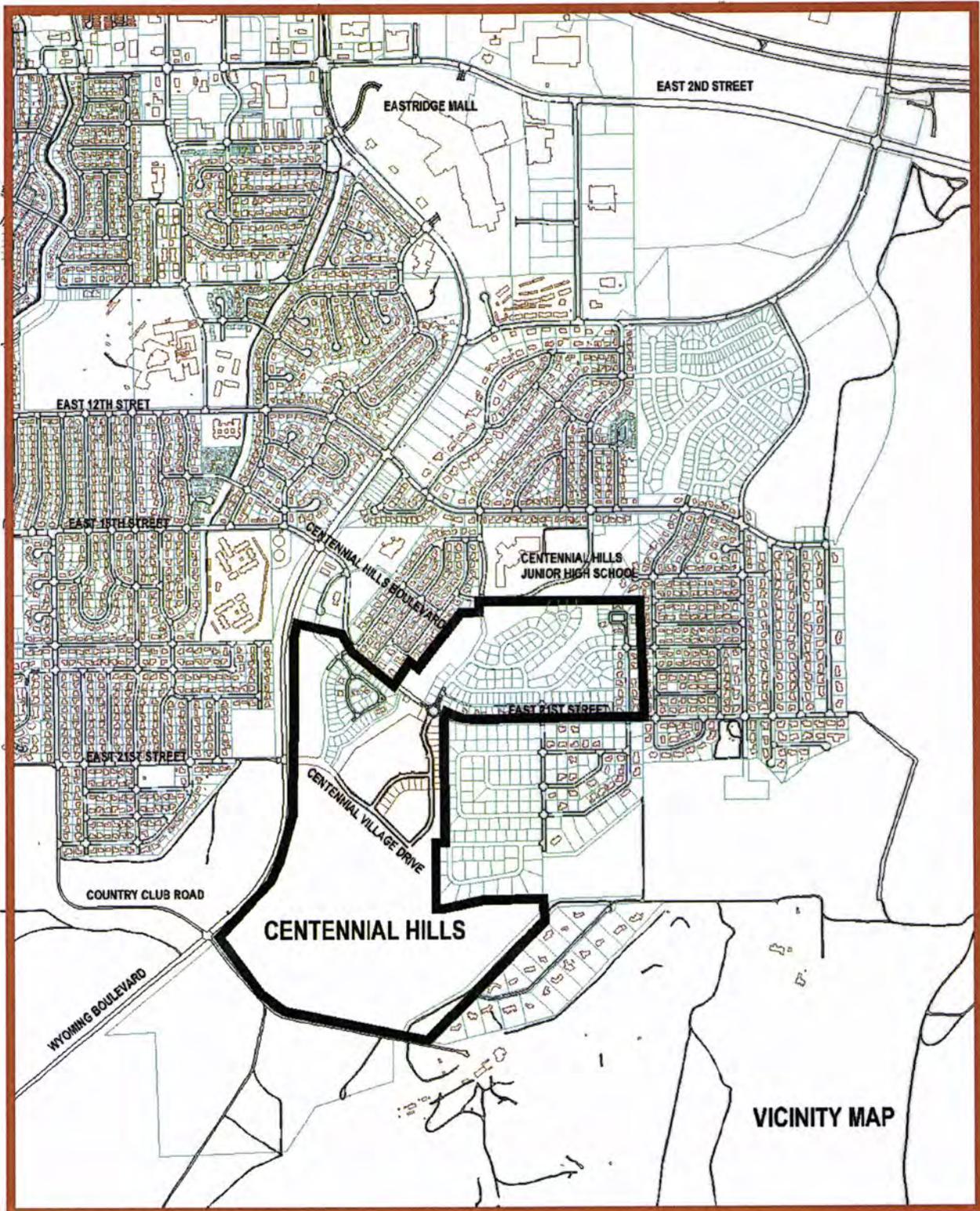
R1, R2, C2, and AG zoning surround the property.

ACCESS

Access to the community will be utilize three streets off of Wyoming Boulevard. 1. East 15th Street/Centennial Hills Boulevard/ East 21st Street 2. East 21st Street/Centennial Village Drive 3. Casper Country Club Road. Secondary access is via 18th Street and 21st Street off of Cornwall. Waterford from Donegal will also provide secondary access to the area.

Planned Unit Development (PUD) Guidelines

Vicinity Map



Planned Unit Development (PUD) Guidelines

IV. Planned Unit Development Guidelines

The land uses identified on the Planned Unit Development Plan allows for flexibility to respond to market conditions, while maintaining the character and integrity of the development plan. Land uses are as depicted on the Planned Unit Development (PUD) Plan (Exhibit B). Land use boundaries are conceptual and subject to alteration through approval of final plat.

A Detailed Site Plan involving street layouts, sidewalks, lot configuration, lot sizes, building envelopes and building styles must be submitted to Council for review and approval prior to approval of the final plat for a particular construction phase. The building styles shall not depart substantially from the existing character of the area. Conditions or restrictions approved with the General Plan may be amended as approved by the Casper City Council or minor changes to land use boundaries or land use quantities may be approved by City Staff.

Transfer of density is permitted between parcels but in no instance will the total units exceed the allowable approved for the project (See Exhibit D). Minimum lot sizes, setbacks, and special conditions are noted in Exhibit E.

Twenty percent (20%) useable open space will be provided.

Model homes are allowed in all parcels. The City will not issue an occupancy permit for any such structures until the utilities are installed.

Sales offices are permitted in all parcels for the duration of the sale of the overall community.

Plat submittals for residential parcels will include a PUD Plan dwelling unit reconciliation of previously approved quantities for each land use in reference to the overall approved unit total and land use quantities.

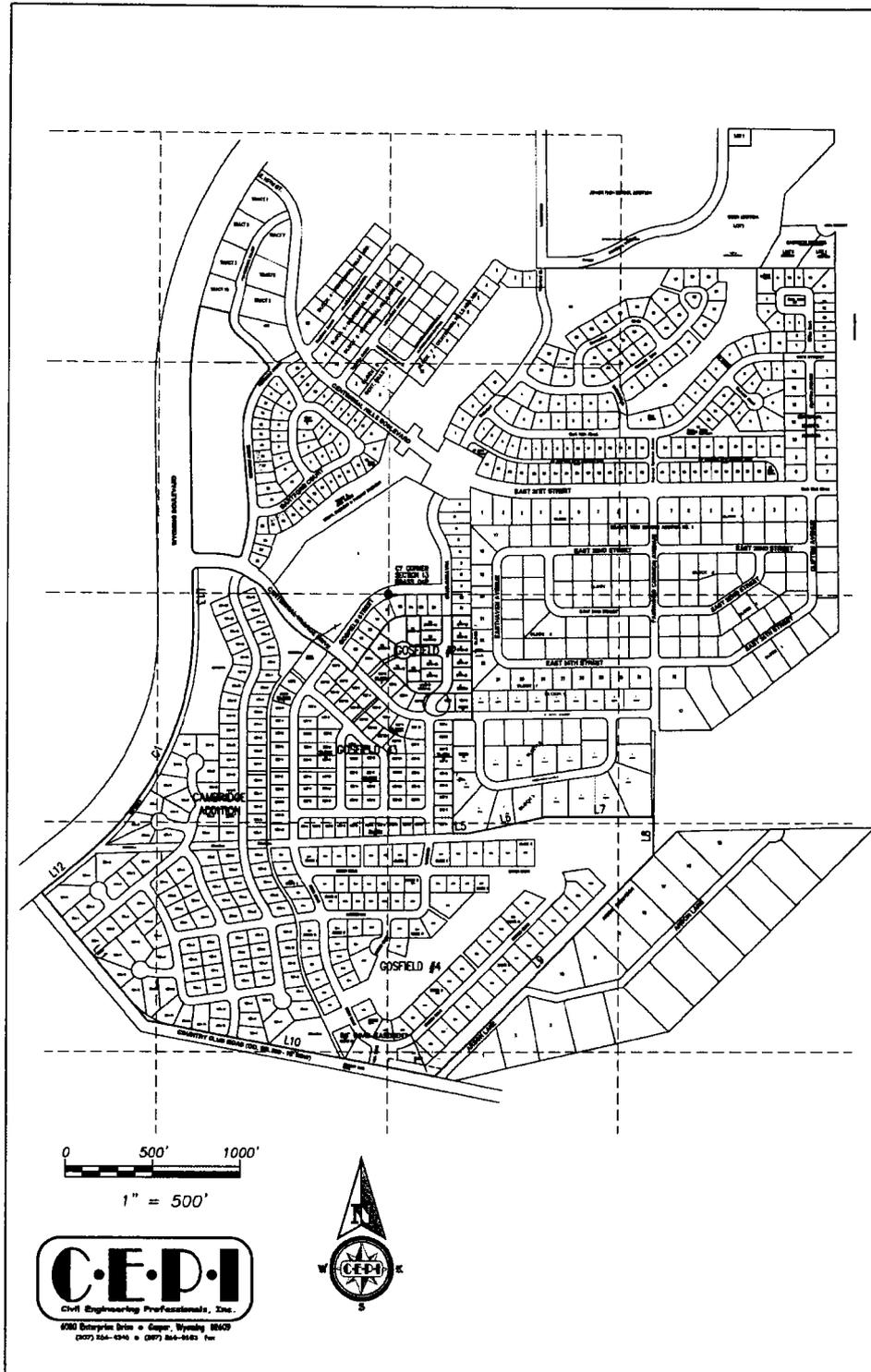
Planned Unit Development (PUD) Guidelines

B. Planned Unit Development Plan



Planned Unit Development (PUD) Guidelines

C. Property Survey and Legal Description



Planned Unit Development (PUD) Guidelines

Land Use Summary - Exhibit 'D'

The primary land use categories within CENTENNIAL HILLS:

Use	Area (Ac)	Percent
SFD-Single Family Detached	186.8	81.6
SFA-Single Family Attached	18.5	8.1
School	11.0	4.8
Commercial	12.5	5.5
Totals	228.8	100.0

Total areas per land use may exceed the amounts listed above.

The maximum total units which may be constructed will not exceed 686 units or 3.0 gross du/ac based on 228.8 Gross Acres. **The estimated total number of units for the entire development will be 541 upon the completion of the Cambridge Addition.**

Open space requirement of 20% for the overall project will be provided.

Minor changes to Land Use Parcel boundaries and Land Use quantities may be approved administratively by The City of Casper Community Development Director.

Planned Unit Development (PUD) Guidelines

Parcel Land Use Summary - Exhibit 'E'

<u>Development</u>	<u>Gross Parcel</u>	<u>Units</u>	<u>Proposed Land Use</u>
<u>Parcel</u>	<u>Boundary</u>	<u>#</u>	
P-1	7.5	0	Commercial
P-2	5.0	0	Commercial
P-3	13.7	54	Residential - SFA
P-4	1.8	4	Residential - SFD II
P-5	29.2	51	Residential - SFD II
P-6	4.3	9	Residential - SFD II
P-7	4.8	18	Residential - SFA
P-8	9.0	39	Residential - SFD III
P-9	7.2	31	Residential - SFD III
P-10	26.1	35	Residential - SFD II and Educational Uses
P-11	18.6	62	Residential - SFD II
P-12	15.4	60	Residential - SFD II
P-13	8.3	27	Residential - SFD II
P-15	13.0	62	Residential - SFD II
P-16	64.9	89	Residential - SFD II
Totals	228.8	541	

Planned Unit Development (PUD) Guidelines

A. Site Organization

Planned Community Objective:

Elements of the plan for CENTENNIAL HILLS, including buildings, circulation system, and open space areas, should be designed to promote an efficient, functionally organized, and cohesive community where possible.

Development Guidelines:

1. Individual parcels will be designed around a neighborhood focus/theme while reinforcing the overall identity and character of CENTENNIAL HILLS.
2. Compact development and clustering of lots and buildings are encouraged in order to minimize the amount of land used, create open space areas, shorten vehicular trips, reduce hard surface areas for drainage, cost, and aesthetics, and to promote visual interest to the community.
3. Buildings, streets, and open space areas will be situated to maximize the amount and quality of views and natural light, where possible.
4. Buffers will provide a reasonable transition from adjacent streets and properties.
5. Unifying elements, including but not limited to the use of building materials, colors, landscaping, and signage, is encouraged.
6. The natural features of the site have been identified and are incorporated into the community.

Planned Unit Development (PUD) Guidelines

B. Building Height, Setback and Minimum Lot Size

Development Objective:

Promote a variety of building heights and setbacks related to the land use designations and market demand. This is intended to permit individual appearance and identity within the overall community theme.

Development Guidelines:

1. Factors to be considered when establishing building setbacks may include building type, height, architectural configuration, indoor/outdoor relationship, building orientation, relationship to open space or other amenities, pedestrian circulation, and landscape treatment.
2. Variable front yard setbacks are encouraged to provide visual variety to the street scene.
3. Final building setbacks from lot lines are to be established as part of and during the detailed site planning and platting process for the individual development parcels.
4. Maximum residential building heights for the detached single family development, measured from finished grade to the mid point of a hip, gable or similar pitched roof or the highest point of a mansard or flat roof is 35'.
5. The minimum lot size for all uses is shown in Exhibit "F" below.
6. Minimum lot widths, sizes and intensity of use established by this Planned Unit Development supersedes the City of Casper Zoning Code Development Regulations where applicable.

Exhibit "F" summarizes Building Heights and Setbacks.

Exhibit "F" - Minimum Setbacks/ Lot Sizes

	SFD I	SFD II	SFD III (Alley Load)	SFA	Commercial
Lot Area	9000 sf (A)	6000 sf (B)	4000 sf	6000 sf (C)	None (D)
Lot Width	75' (A)	50' (B)	40'	50'(C)	None (D)
Front Setback	18'/25' (E)	18'/25' (E)	10'	18'/25' (E)	0' (D)
Rear Setback	10' (A)	10' (B)	10'	10' (C)	None (D)
Side Setback	5' (A)	5' (B)	5'	5' (C)	None (D)
Side Adjacent to Street	18'/25'	18'/25'	18'/25'	18'/25'	NA

- A. As per Section 17.28.040 Casper Muni. Code Ord. #00-01 (R-1)
- B. As per Section 17.32.040 Casper Muni. Code Ord. #00-01 (R-2)
- C. As per Section 17.36.040 Casper Muni. Code Ord. #00-01 (R-3)
- D. As per Section 17.68.040 Casper Muni. Code Ord. #00-01 (C-2)
- E. 25' to Garage, 18' to Front of Living Space

Planned Unit Development (PUD) Guidelines

B. Street Standards

Development Objective:

Establish a street hierarchy system that responds to specific development and traffic movement needs with adequate connectivity to adjacent neighborhoods.

Development Guidelines:

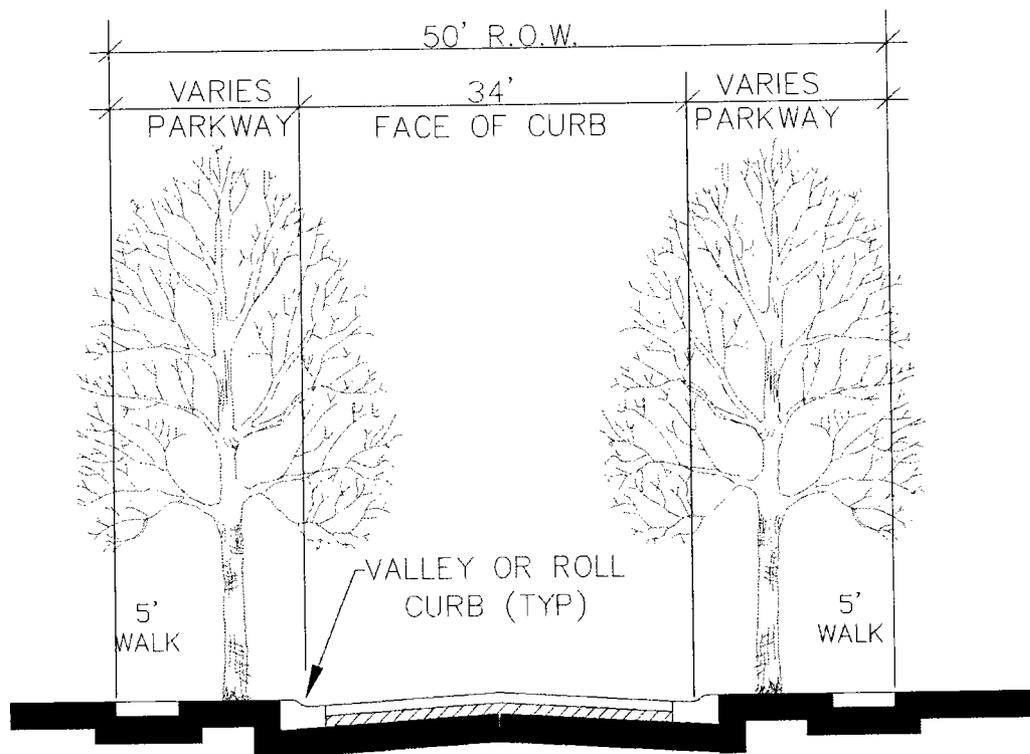
1. Encourage efficient use of land through reasonable pavement requirements.
2. Promote street design that is compatible with neighborhood and community needs.
3. Waterford Street will be extended, from the 21st Street round-a-about to Donegal. The developer shall install Waterford from the round-a-bout to Donegal as previously agreed.
4. Access to Wyoming Boulevard from the PUD will occur at 15th Street/Centennial Hills Boulevard, 21st Street/Centennial Village Drive and Country Club Road per the approvals and requirements of the Wyoming Department of Transportation (WYDOT).
5. Protect the integrity of residential neighborhoods by limiting traffic volume and traffic speed through connectivity and physical design.
6. Design the internal street system to dispense traffic (connectivity).
7. Design street pavement widths in response to specific criteria such as building type, density, topography, drainage system, parking requirements, and market preference.
8. Design road improvements in response to specific criteria such as type of drainage facility or utility placement or sidewalk and parking requirements.
9. Streets will be designed as part of the detailed site planning and platting of individual parcels and based on the following criteria and sections.
10. Tree lawns, parkway landscape, or similar landscape within the public right of way shall be maintained by the adjacent land owner; except for any landscaped medians between travel lanes or within the bulbs of cul-de-sacs, which shall be maintained by the HOA.

Planned Unit Development (PUD) Guidelines

Local Collector Street

The intent of the local collector street is to provide, within neighborhoods, a low speed access way for through traffic to individual residences, which discourages high speed, excessive pavement, while encouraging a landscaped roadway edge with nonmotorized activity located away from the roadway. Design of these roadways will be on an individual parcel basis to be consistent with the use.

1. 50' minimum right-of-way.
2. Parking allowed on Waterford adjacent to school site only; 30' pavement width required.
3. Variable parkway on both sides of the street. A minimum 5' width is necessary for tree plantings and 6' is preferred.
4. 5' detached sidewalk on both sides of street.
5. All collector streets shall be public unless paving width is less than 24', which will be private and the responsibility of a homeowner's association.
6. Off-street parking will be provided where lot sizes permit.
7. Visitor parking is only allowed on 30' wide streets or where there are parking bays or lanes.
8. 150' minimum horizontal centerline radius.
9. 100' minimum tangent between reverse curves.

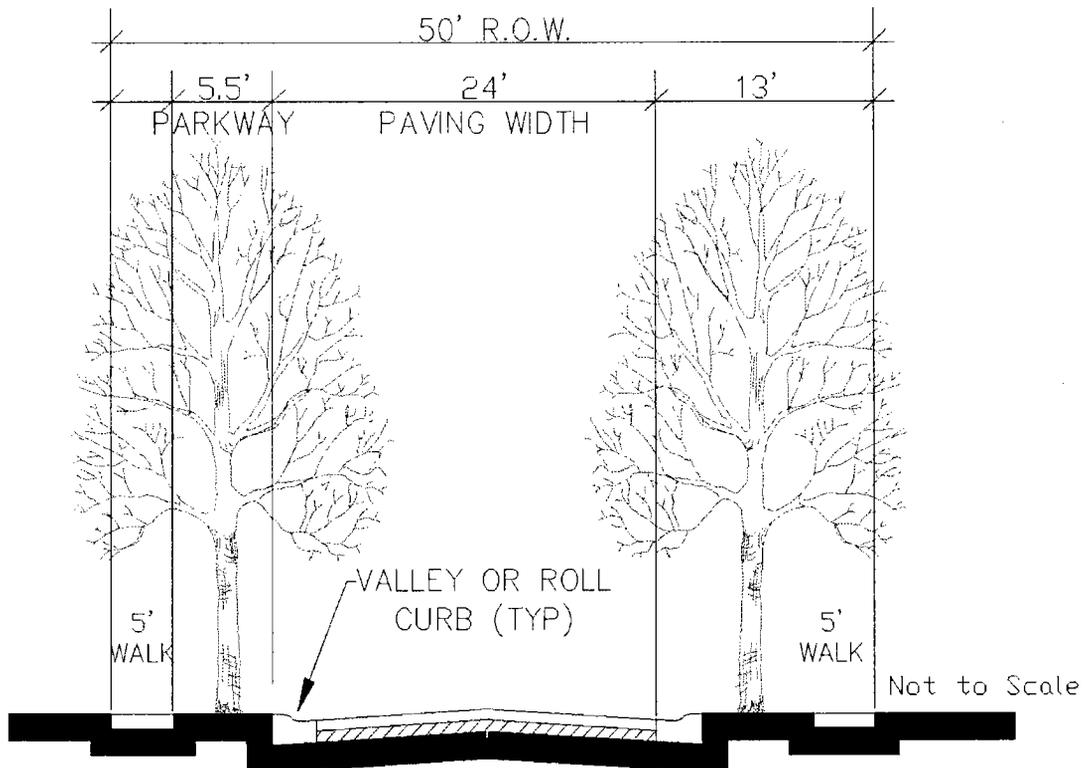


Planned Unit Development (PUD) Guidelines

Local Streets

The intent of the local streets is to provide, within neighborhoods, a low speed access way to individual residences, which discourages high speed, excessive pavement, and on street parking, while encouraging a landscaped roadway edge with non-motorized activity located away from the roadway. Design of these roadways will be on an individual parcel basis to be consistent with the use.

1. 50' minimum rights-of-way.
2. 24' paving width, parking on one side. 30' paving width, parking on both sides.
3. Variable parkway on both sides of the street. A minimum 5' width is necessary for tree plantings and 6' is preferred.
4. 5' detached sidewalk on both sides except in an area that may be approved by Planning Commission and City Council. Walkway may meander within the right-of-way.
5. Off-street parking will be provided in garages and driveways.
6. 100' minimum horizontal centerline radius
7. 100' minimum tangent between reverse curves.



Notes: At Intersections, a third lane may be provided for turning movements.

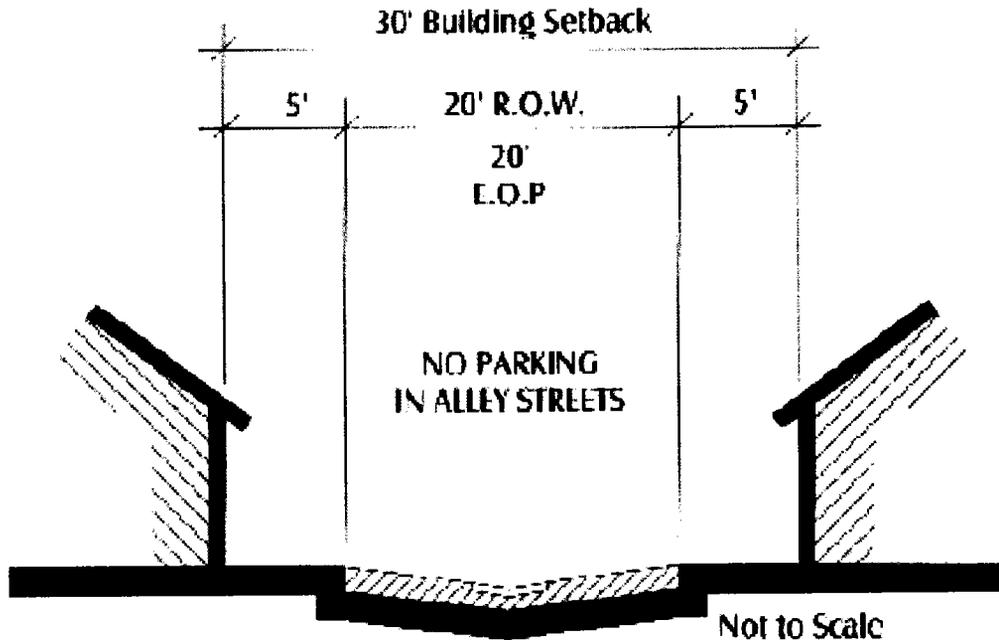
Planned Unit Development (PUD) Guidelines

Planned Unit Development (PUD) Guidelines

Alley Streets

The intent of Alley Streets is to provide access to rearloaded lots. Design of these roadways will be on an individual parcel basis to be consistent with the use and must be approved by the City of Casper Fire Department as meeting acceptable public safety standards.

1. 20' minimum right-of-way.
2. One 20' paved travel lane measured edge of pavement to edge of pavement.
3. 50' minimum horizontal centerline radius.
4. 0' minimum tangent between reverse curves.
5. 5' garage setback from edge of alley.
6. No parking in Alley Streets.



Planned Unit Development (PUD) Guidelines

D. Parking

Development Objective:

Provide a sufficient amount of parking for residential uses in an attractive and unobtrusive manner.

Development Guidelines:

1. Each single family detached unit will have a minimum of two (2) off-street parking spaces. Spaces within a garage and on the driveway may count for these spaces.

2. Minimum parking stall size will be as follows:

	Width	Length
Full	9'	20'
Compact	9'	16'
Handicap	*	*

* Conforming with ADA standards

3. If overflow parking is to be provided, it may be provided through use of pullout parking bays or cul-de-sac islands. Where on street parking is permitted, the site plan will include the width of roadway and parking lane. Approval of parking will occur at the time of site plan review for each parcel.

Planned Unit Development (PUD) Guidelines

E. Community Open Space

Development Objective:

Work with the natural features and beauty of the site to create community open space within CENTENNIAL HILLS that utilizes natural drainage courses and physical features.

Development Guidelines:

1. Open space pockets within the residential parcels may be used to enhance the visual character of the community and to allow for neighborhood recreational uses.
2. Improvements to community open space areas may be provided in neighborhoods. The construction of storm drainage structures within the community open space will be minimized; any such improvements will be of natural character or landscaped. Trickle channels will be natural in appearance.
3. The design and amount of open space (if any) within each parcel will be determined during final design and platting of each parcel and will vary according to parcel land use and market demand.
4. Park and recreation amenities may be provided within each parcel. Mini park and view easements may be designed within a parcel to provide views to the open space for interior lots.
5. A minimum of 20% of the gross parcel boundary will be reserved in usable open space.
6. Open space is defined in Section II of this document.
7. HOA (Homeowners Association) will construct and maintain all parks and trailhead areas.
8. The developer shall construct the 10' wide trail system and the City shall maintain these trails. The developer shall provide a public access easement for the parks, trails and open space to be used by the public on an as needed basis.
9. Park site plans must be approved by the City before they are developed and built to City specifications.

Planned Unit Development (PUD) Guidelines

F. Landscaping and Fencing

Development Objective:

Utilize landscape and fence treatments to improve the overall visual quality of CENTENNIAL HILLS and to provide transitions and/or buffers between differing land uses.

Development Guidelines:

1. Retain existing vegetation where practical.
2. The use of landscaping will occur to minimize visual impacts of parking.
3. Screening may be provided when buildings are adjacent to major streets and between different land uses. Examples of appropriate screening materials include the following:
 - shrubs,
 - walls or wood fences
 - evergreen trees, and
 - land sculpture
4. Openness is a goal within CENTENNIAL HILLS, especially along open space boundaries. Fencing or walls are allowed in the following situations:
 - a. CENTENNIAL HILLS community perimeter berming, walls, or fencing (or in combinations).
 - b. Perimeter fencing and/or berming of service and storage areas is required.
 - c. Perimeter fencing of individual parcels, when a unified wall or fence is designed for the specific parcel and is consistent with the theme for CENTENNIAL HILLS except along open space boundaries.
 - d. Privacy fencing around patio and other outdoor living areas.
5. Fencing or walls in residential parcels adjacent to the open space will be limited to six feet in height, where used.

Planned Unit Development (PUD) Guidelines

G. Storm Drainage

Development Objective:

The goal of the drainage plan will be to minimize underground piping through surface provisions necessary to convey and promote recharging of the water tables, utilize the natural drainage ways, where practical.

Development Guidelines:

1. Provide for storm water management by utilizing low areas within the natural topography of the site and through the construction of additional storage basins in appropriate locations within the open space, if needed.
2. Reduce the amount of impervious surface on site through reduced pavement sections on streets and pervious lining of drainage channels and detention facilities.
3. Limit concentration of storm water runoff and point discharges by limiting the use of channeling and underground structures and piping. Sheet flow over landscape areas will be utilized whenever possible. Sheet drainage and swales are preferred over curb and gutter.
4. The overall intent is to:
 - maximize the use of natural drainage systems;
 - reduce costly conventional systems and associated point discharges;
 - maximize water retention and water table recharge.
5. Use accepted erosion control techniques during construction.
6. Along roadways and drives, drainage swales will be provided only where needed or required to interrupt flows from uphill sources. Additional slope and drainage easements will be provided when necessary.
7. Drainage improvements, if required, will be in accordance to applicable sections of the City of Casper Code of Ordinances. Such private drainageways must be designed to handle adequate flows and cannot be built without specific approval of the City Engineer. Improvements will comply with the Elkhorn Valley Drainage Master Plan.

Planned Unit Development (PUD) Guidelines

H. Lighting

Development Objective:

Design lighting that is appropriate to each neighborhood but consistent with an overall community theme.

Development Guidelines:

1. All signage and lighting will be consistent with the overall theme of the community.
2. Lighting fixtures will reflect the character, height and scale of the proposed development, to enhance landscaped architectural features. Street lights may be eliminated in favor of ground mounted, tree mounted or building mounted fixtures with approval from the City Engineer.
3. The lighting objective is to see the lighted area with minimum view of the light source.
4. A coordinated and unified street signage, mailbox and lighting standard will be used throughout the project.

Planned Unit Development (PUD) Guidelines

I. Signage and Monumentation

Development Objective:

Signage and monumentation appropriate to each use and consistent with the overall community theme.

Development Guidelines:

1. Non-accessory (non-CENTENNIAL HILLS oriented) signage will not be permitted within the boundaries of the PUD. No commercial signage will be allowed.
2. Permanent community signs that identify the "CENTENNIAL HILLS" community may be provided at the residential entrances. These signs will be designed within an overall entry landscape and monument design theme. The community signs will be ground mounted with a maximum text area of 80 square feet per face and a maximum of two faces per entrance. The text area will not exceed six feet in height as measured from finished grade.
3. Flashing signs and roof mounted signs are prohibited.
4. "Resale" house for sale signs will conform to the local marketing signs.
5. Model home areas and model signage are permitted during the original sale of the community.

RESOLUTION NO. 14-266 _____

A RESOLUTION APPROVING AMENDMENTS TO THE
OVERALL PUD (PLANNED UNIT DEVELOPMENT)
GUIDELINES FOR THE CENTENNIAL HILLS PUD.

WHEREAS, in 2003 the City Council approved the original Centennial Hills PUD Guidelines; and,

WHEREAS, the Centennial Hills PUD Guidelines have been revised multiple times since they were originally approved, with the most recent amendment having been approved by City Council in 2011; and,

WHEREAS, 402, LLC, the developer of the Centennial Hills PUD, has requested an additional amendment to the PUD Guidelines to change the land use designation of certain parcels within the Planned Unit Development from commercial to residential; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on September 23, 2014, a motion recommending that the City Council approve the requested amendment to the PUD Guidelines; and,

WHEREAS, a copy of the amended PUD Guidelines, attached hereto, shall be recorded concurrent with this resolution; and,

WHEREAS, the governing body of the City of Casper finds that said amended PUD Guidelines for the Centennial Hills PUD 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 amended Centennial Hills PUD Guidelines, dated August 19, 2014.

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

APPROVED AS TO FORM:

Walter Trembo

ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

October 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a vacation and replat of Lot 8, Block 1, Luker Landmark Addition to create Blackmore Marketplace Addition No. 12.

Recommendation:

That Council, by resolution, approve a vacation and replat of Lot 8, Block 1, Luker Landmark Addition to create Blackmore Marketplace Addition No. 12.

Summary:

Blackmore Marketplace Shops, LLC, has applied to vacate and replat Lot 1, Luker Landmark Addition to create the Blackmore Marketplace Addition No. 12. The property involved in the replat comprises 7.73-acres, more or less, and is zoned C-2 (General Business). Land uses in the immediate surrounding area are also C-2 (General Business). The proposed replat is splitting one (1) lot to create three (3) new lots. In that all platted lots are required to have direct access to a public street, proposed Lots 1 and 2 are configured as flag lots with frontage on East Second Street. The Casper Municipal Code specifies that flag lots must be designed to have a minimum of a twenty four (24) foot wide "flagpole" portion of the lot, and proposed Lots 1 and 2 are all twenty five (25) foot wide. The requested replat creating the Blackmore Marketplace Addition No. 12 meets or exceeds all City requirements; therefore, the Planning and Zoning Commission approved the request at their September 23, 2014 public hearing, and is recommending in favor of its approval. There were no public comments either for or against.

A resolution and a Subdivision Agreement have been prepared for Council's review.

Blackmore Marketplace Addition No. 12



Home Depot

Subject Property

LOT 1

LOT 2

LOT 3

INTERSTATE I-25

E 2ND ST

LANDMARK DR

Legend

- Subject Property



**BLACKMORE MARKETPLACE ADDITION NO. 12
SUBDIVISION AGREEMENT**

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

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Forward Development, LLC, PO Box 3003, Casper, Wyoming 82602 ("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 vacate and replat Lot 8, Block 1, Luker Landmark Addition, comprising 7.73-acres, more or less, to create Blackmore Marketplace Addition No. 12.
- C. A plat of Blackmore Marketplace Addition No. 12 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

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:

Forward Development, LLC,
PO Box 3003,
Casper, Wyoming 82602

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

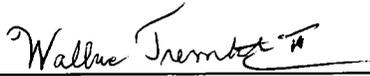
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS:

By: 

Printed Name: Randall S. Hill

Title: _____

OWNER
Forward Development, LLC

By: 

Printed Name: NEIL A. McMurty

Title: MSA / Member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

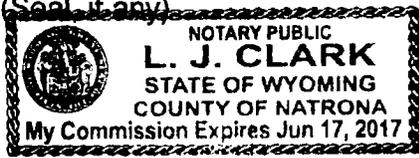
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 2nd day of October, 2014 by Neil A. McMurry as the Mgr/Member of Forward Development, LLC.

(Seal if any)



[Signature]
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 06.17.17]

RESOLUTION NO. 14-267

A RESOLUTION APPROVING THE REPLAT OF LOT 8, BLOCK 1, LUKER LANDMARK ADDITION, AS BLACKMORE MARKETPLACE ADDITION NO. 12, AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to replat Lot 8, Block 1, Luker Landmark Addition as Blackmore Marketplace Addition No. 12, located north of East 2nd Street, and east of Landmark Drive, comprising 7.73-acres, more or less, and creating three (3) new lots; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing on September 23, 2014, a motion recommending that the City Council approve said replat; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the replat as described above.

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 subdivision agreement between the City and Forward Development, LLC.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

October 9, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
Andrew Nelson, MPO Supervisor
SUBJECT: I-25 Entryways Design Standards Project

Recommendation:

That Council, by resolution, authorizes a contract with Peaks to Plains Design, P.C., in the amount of \$50,000, for conducting the Metropolitan Planning Organization's (MPO) I-25 Entryways Design Standards Project.

Summary:

The MPO Policy Committee approved an agreement between the MPO and Peaks to Plains Design, P.C. at their September 4th meeting. This project will define the landscaping, lighting, structure design, fencing, artwork, enhancements, monuments, and other aesthetic components of the freeway corridor. The project will begin immediately and is anticipated to last six to eight months.

Peaks to Plains Design's proposal was selected for the project, and their proposed cost is \$25,000 lower than the MPO approved budget. A contract in the amount of \$50,000, which is presented for Council approval, has been recommended for approval by the MPO Technical Committee and was approved by the MPO Policy Committee.

A resolution has been prepared for Council's consideration.

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

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2014, by and between the City of Casper, Wyoming, 82601, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "Agent," and Peaks to Plains Design, P.C., 404 N 31st Street #405, Billings, MT 59101, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, Agent has been appointed by the Policy Committee of the Casper Area Metropolitan Planning Organization (MPO) by its participating jurisdiction members to act as its contracting agent in order to carry out its functions and fiscal management; the MPO being referred to herein as the "Owner"; and,

WHEREAS, the voting members of the Policy Committee of the MPO have approved, in writing, the execution and implementation of this Contract by the Agent; and,

WHEREAS, pursuant to this Agreement, Agent is undertaking professional services for I-25 Entryways and Design Standards, hereinafter referred to as the "Study"; and,

WHEREAS, Agent desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Study; and,

WHEREAS, Consultant represents that it is prepared to provide such services in accordance with the conditions hereinafter provided and all of the duties and obligations imposed by this Agreement.

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

I. SCOPE OF SERVICES.

The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the Agent thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this Study as required by the Agent to be presented with each request for payment.

Subject to the sub-consultant limitations of Part II, paragraph 10 of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Agent, the services as set forth

in Exhibit "A" (Scope of Services). Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the Agent and the Consultant upon receiving the approval of the MPO Policy Committee.

II. TIME OF PERFORMANCE:

The Consultant agrees to begin work on the Study following receipt of a written notice to proceed from the Agent.

The Study shall be undertaken and completed on or before June 30, 2015, including the delivery of a final report in both print and electronic format, any relevant data files, and all public meetings.

In the event that additional work or force majeure prevent completion of the services to be performed under this Agreement in the times specified, the Agent, with the written approval of the Owner, may grant a time extension for any or all parts of the work, provided that written application is made by the Consultant to the Agent within ten (10) days after any such additional work or force majeure is identified.

III. COMPENSATION:

In consideration of the performance of services rendered under this Agreement, the Consultant shall be compensated for services performed in accordance with this contract, not to exceed a fee of Fifty Thousand Dollars (\$50,000). See Exhibit A.

IV. METHOD OF PAYMENT:

Payment will be paid within thirty (30) days following receipt of an itemized invoice of services rendered in conformance with this Agreement, from the Consultant. Consultant shall submit with the invoice a voucher for payment from the Consultant specifying that it has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Payments will be made following approval by the City Council.

For the purposes of this Agreement, the Agent will retain five percent (5%) of the agreed compensation, totaling Two Thousand Five Hundred Dollars (\$2,500), which will be payable upon submission of a final invoice from the Consultant to the Agent following the reception of all deliverables as listed in the scope of services and the Owner's approval of the study at an MPO Policy Committee meeting.

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

V. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of Agent

Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Contract between the Agent and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by the Agent and Consultant with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Agent and the Consultant have executed this Contract as of the date first above written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation, as Agent:

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

WITNESS:

By: *Diana Reiter*
Printed name: DIANA L. REITER
Title: Accounting Clerk

Peaks to Plains Design, P.C., as Consultant:

By: *Jolene Rieck*
Printed name: Jolene Rieck
Title: President

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNERSHIP OF STUDY MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Agent provided that, in any case, the Consultant may, at no additional expense to the Agent, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Agent. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Agent and Owner, nor shall Consultant be liable for their use by Agent or Owner without Consultant's consent in projects other than the Project.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Agent and Owner, except by order of any court with jurisdiction.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the Federal, State, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

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

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this study, unless said Subconsultant is approved in writing by the Agent. Said Subconsultant shall be paid by the Consultant. Agent hereby approves the following Subconsultants for this Project:

Fischer Bouma Partnership
Global Posistions, LLC

11. TECHNICAL:

The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data. The Consultant will consult the City's Point-of-Contact to obtain current coordinate information to which data will be tied. The data will be submitted in **ArcGIS format, either a shape file or geodatabase.**

12. INSURANCE AND INDEMNIFICATION:

A. Prior to the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subcontractors, agents, representatives, or employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of two hundred fifty thousand dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of five hundred thousand dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
 3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
 4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of two hundred fifty thousand dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of five hundred thousand dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. Higher Limits. If the Consultant maintains higher limits than required under this Agreement, then the Agent and Owner shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agent and Owner.
- D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The Agent and Owner, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the Agent and Owner, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Agent or Owner, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the Agent. Such notice to the Agent shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to Agent and Owner a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agent or Owner by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agent has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the Agent. Unless otherwise approved by the Agent in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Agent, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Agent may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the Agent.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least ten (10) years after completion of the contract of work*. However, consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *ten (10) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the Agent with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agent before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agent reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Agent and Owner is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

Agent reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

E. Consultant agrees to indemnify the Agent, the Owner employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant and any subcontractor thereof.

13. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Agent and Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Contract price is adequate compensation for all the services to be rendered under the terms of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

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

15. NO THIRD PARTY BENEFICIARY RIGHTS:

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

16. ASSUMPTION OF RISK:

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. Agent shall notify the Consultant of any state or federal determination of noncompliance.

17. ENVIRONMENTAL POLICY ACTS:

The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

18. HUMAN TRAFFICKING:

As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

A. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

B. Procures a commercial sex act during the period of time that the award is in effect; or

C. Uses forced labor in the performance of the award or subawards under the award.

19. KICKBACKS:

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the Agent may, at its discretion, terminate this Agreement without liability to the Agent, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

20. LIMITATIONS ON LOBBYING ACTIVITIES:
By signing this Agreement, the Consultant certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Consultant or its Subconsultants in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
21. MONITORING ACTIVITIES:
Agent shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its Subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.
22. NON-DISCRIMINATION:
The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
23. PROFESSIONAL REGISTRATION:
The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.
24. PUBLICITY:
Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner, the Wyoming Department of Transportation (WYDOT) and the Federal Highway Administration (FHWA) as the sponsoring agency and shall not be released without prior written approval of the Agency and WYDOT.
25. SUSPENSION AND DEBARMENT:
By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in

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

26. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

No Obligation by the Federal Government.

a. The Purchaser and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subconsultant who will be subject to its provisions.

27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the

clauses shall not be modified, except to identify the Subconsultant who will be subject to the provisions.

28. FEDERAL CHANGES: 49 C.F.R. Part 18

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (18) dated October, 2011) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:
FTA Circular 4220.1F

Applicability: The incorporation of FTA terms applies to all contracts.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City of Casper requests which would cause the City of Casper to be in violation of the FTA terms and conditions.

30. LOBBYING: 31 U.S.C. 1352, 49 C.F.R. Part 19, and 49 C.F.R. Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

31. ADA ACCESSIBILITY: 42 U.S.C. 1201 *et seq.*

Applicability: The Federal Privacy Act requirements flow down to each third party Consultant and their contracts at every tier.

The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

EXHIBIT "A"
SCOPE OF SERVICES

Tasks 1: Project Management and Initial Meeting

The MPO will designate a Technical Advisory Committee (TAC) who will meet on a regular basis to guide the development of the I-25 Entryway Beautification and Design Standards document. Suggested representation should come from each city or town, County, MPO, WYDOT and private property owners. While this group can be as large as 15 people, a smaller committee of 10 to 12 is recommended. This TAC group will be a local resource to insure the new brand for Casper is an integral part of the entire process. Brand integrity and brand consistency are critical elements to fulfilling brand promise. At the project introduction meeting, the following items will be covered:

- 1. Define and accept the goals for the Project.*
- 2. Define the purpose of the Project – how will the deliverables be used.*
- 3. Identification of any opportunities and items of concern, in particular how it relates to design standards, constructability and maintenance.*
- 4. Group exercise on developing a vision for the corridor that incorporates new brand elements. Review of case studies and discuss design and implementation strategies.*
- 5. Public outreach plan.*
- 6. GIS investigation and research.*

The visioning process will utilize an appreciative inquiry planning approach. This approach opposite of a problem-solving approach will build upon the successful elements of the communities, and fosters a better atmosphere to produce forward thinking results.

Consultant will coordinate the work plan with the Agent, Wyoming Department of Transportation and others, as appropriate. Consultant will provide qualified engineers and/or technicians to accomplish each task; monitor budget and schedule. Consultant will conduct in-house project staff meetings for coordination of staff and work elements. Consultant agrees to provide a project timeline, weekly progress reports and monthly invoices with tasks and effort detailed to show percentage complete.

Deliverable(s): ***TAC-defined and accepted goals and objectives addressing design and design standards, constructability, costs, and maintenance.***
TAC understanding of the use of the deliverables.
Written list of opportunities and possible constraints.
Compilation of key themes from the TAC visioning process.
Written stakeholder engagement plan addressing public outreach, coordination, with approving agencies and responsible parties.
Written GIS/IT data development and sharing protocols.

Cost Estimate: \$6,000

Task 2: Listening Group and Technical Work Sessions

Up to three listening group sessions and one technical work session will be conducted. The intended participants include corridor-adjacent land owners and general public for the listening groups and agency approval sessions for the technical session. The MPO will be responsible for the invitation of participants and notification procedures. The listening sessions will entail about 1-1/2 hours of participant time. The agenda will include both passive and active participation activities that will also provide a series of short feedback loops to optimize stakeholder engagement.

The agenda will include the following:

- 1. Overview of the project goals and outcomes.*
- 2. Introduction of the TWC members.*
- 3. Group exercise on developing a vision for the corridor and strategies for implementing.*
- 4. Conducting a visual preference survey via automated audience polling techniques.*
- 5. Introduction to the differences between a conventional zoning and form-based code.*

The visual preference survey will include successful representations of transportation corridor enhancements from FHWA's Context Sensitive Solutions case studies and photographs from the team's personal files. Participants will be able to use mobile or hand held device polling apparatus to indicate visual cues that are appealing to them. The instant feedback will allow participants to quickly realize the preferences of those in attendance and adds to the "educational" component of the process. We will also poll participants on preferences for implementation and funding sources.

**Deliverable(s): *Compilation of key themes from the community visioning process.
Summary of the visual preferences from the participants.***

Cost Estimate: \$12,000

Task 3: Design Development

This task will begin the development of design guidelines that address three main tiers of the project: Safety, Aesthetics (which includes landscape and structural design) and Maintenance (which includes proper installation and funding). All three items are weighted equally.

Safety

Traveler safety and efficiency is of the utmost importance to the FHWA and WYDOT. Significant fiscal and human resources are utilized to accommodate this feature throughout the system. Utilizing our extensive transportation experience, the following items will be considered:

1. *Clear-zone compilations and crash barriers.*
2. *Solar exposure (placement of tall vertical structures to create icing conditions).*
3. *Wind exposure (snow drifting).*
4. *Non-motorized (bicycle and pedestrian) traffic.*
5. *Accessibility requirements (PROWAG).*
6. *Signage (MUTCD and wayfinding).*
7. *Distinctive community character and identity.*
8. *Wildlife crossings.*
9. *Maintenance requirements.*
10. *Plan for Potential Future Expansion.*

Aesthetics (including landscaping and structural design)

Successful transportation improvements incorporate the appropriate context that integrates people and place. Aesthetics define the character of a community and can promote quality of life, economic activity and even affect public safety. There are a number of basic design principles that give the designer guidance about aesthetics during design. In addition to those listed in the RFP, the following items will be considered:

1. *Design principles of order, unity and rhythm and how that affects the composition of forms, materials and patterns.*
2. *Microclimate control.*
3. *Living elements (such as plants) evolve over time, and their success is based on the ability to adapt to (disturbed) environments.*
4. *Visual preferences affected by a community culture.*
5. *Screening or framing of important viewsheds.*
6. *Lighting for safety versus ambiance.*
7. *Branding. The ability to be flexible to meet the needs of evolving communities.*
8. *Quality of available contractors. Craftsmen versus constructors.*
9. *Incorporating a proprietary look in an "or equal" financing environment.*
10. *Environmental assets.*
11. *Maintenance (and installation).*

The reality is that fiscal and human resources are often more available for installation than for maintenance. Peaks to Plains Design often refers to the 3-legged stool when designing transportation projects. Land solutions must be designed appropriately, installed correctly and maintained consistently. Just as a building requires regular maintenance after the doors open, land elements will require some maintenance. Far too often communities install enhanced, beautiful landscapes only to realize that it is too much for a community gardening club to maintain. This document will be forthright on the implications of design solutions in fiscal, human and equipment requirements. Other aspects to be analyzed include:

1. *Proper soils management during construction.*
2. *Time of year for installation.*
3. *Mowing requirements of different grass types.*

4. Sealants for colored concrete and asphalt.
5. Lighting elements (bulb types, access, etc.).
6. Power supply for irrigation wells, lights and signs.
7. Snow and ice removal materials and procedures.
8. Wildlife conflicts with vehicles and pedestrians.
9. Water conservation and management.
10. Access by volunteer and paid maintenance personnel.
11. Supplemental and ongoing funding strategies.

Deliverable(s): *Draft community corridor vision.
Plan view schematics of typical interchange elements.
Perspective views demonstrating material choices.
Written narrative that describes how the solutions are a reflection of a
community-developed vision and potential surrounding land uses.*

Cost estimate: *\$14,000*

Task 4: TAC Review Meeting and Public Open House

The TAC meeting will review the deliverables from Task #3 and provide comments to the design team. The solutions will be evaluated against the vision developed by the community and the questions presented in the RFP (page 5, bullet points). The design team will present the guiding principles used in the solutions, including FHWA and WYDOT guidance.

A public open house will be hosted to present the same information to those interested non-TAC individuals. In addition to providing design and material solutions, participants will have an opportunity to review the communities' vision statement. Participants will again have the opportunity to be polled as to their preferences in the solutions. Participant responses will be compared to the TAC's responses. Key themes will prioritize solutions giving them a hierarchy of preference.

Deliverables: *TAC meeting notes and key themes
Public open house polling results and key themes*

Cost estimate: *\$6,000*

Task 5: Final Design and Policy Document Draft

The open house and TAC comments will be integrated into final design recommendations. Where appropriate, Global Positions will organize the solutions into appropriate datasets for

incorporation into the MPO's GeoSmart system. The report will be compiled into a policy document that will discuss the background of the project, the corridor vision, policy requirements, prototypical designs and materials, implementation considerations and flexible solutions that can adapt to a variety of specific scenarios.

Deliverables: ***Plan view prototypical designs that depict elements of continuity and elements of distinction***
 Materials catalog
 Preliminary GIS layer dataset
 Draft policy document

Cost estimate: ***\$8,000***

Task 6: Final Policy Document

Comments from the TAC will be incorporated into the final document. The layer datasets will be modified as required, and the data will be submitted for final approval.

Deliverables: ***Policy Document***
 Final GIS package

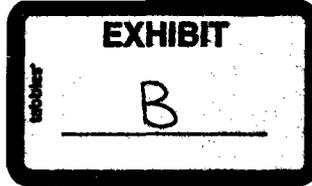
Cost estimate: ***\$4,000***

Key Personnel

<i>Jolene Rieck</i>	<i>Project Manager</i>
<i>Neil Kiner</i>	<i>Landscape Architect</i>
<i>James Papez</i>	<i>Civil Engineer</i>
<i>Judy Chapman</i>	<i>Marketing and Branding</i>
<i>Sandy Fischer</i>	<i>Landscape Architect</i>
<i>Jere Folgert</i>	<i>GIS Specialist</i>

AGENT RESPONSIBILITIES

- In the event that an in-person meeting needs to be held, the Agent will schedule the meeting.*



CASPER AREA MPO POLICY COMMITTEE

A RESOLUTION AUTHORIZING THE CASPER CITY COUNCIL TO CONTRACT WITH PEAKS TO PLAINS DESIGN, P.C., TO COMPLETE THE I-25 ENTRYWAYS BEAUTIFICATION AND CONTEXT SENSITIVE DESIGN GUIDELINES PROJECT, IN AN AMOUNT NOT TO EXCEED \$50,000.

WHEREAS, on August 28, 2014, the MPO Technical Committee recommended Peaks to Plains Design, P.C., to complete the I-25 Entryways project; and,

WHEREAS, Peaks to Plains Design proposed completing the project for \$50,000; and,

WHEREAS, the MPO had budgeted \$75,000 to complete the project, resulting in savings of \$25,000; and,

WHEREAS, the MPO has determined Peaks to Plains Design to be a responsible and responsive firm.

NOW, THEREFORE, BE IT RESOLVED BY THE POLICY COMMITTEE OF THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION: That the MPO Policy Committee hereby authorizes the Casper City Council to contract with Peaks to Plains Design in the amount of \$50,000.

PASSED, APPROVED, AND ADOPTED this 4 day of September, 2014.

ATTEST:

Liz Becher
Liz Becher
Community Development Director

Phil Hinds
Phil Hinds
Chairman, Casper Area MPO

EXHIBIT "C"

NOTICE TO CONSULTANT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984 FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, Peaks to Plains Design, P.C., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any State or Federal law including but not limited to Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or

FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, after written notice to Contractor, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I am the _____ and duly authorized representative of the firm of Peaks to Plains Design P.C.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Transportation Planning Process, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Name

Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated agent of the City of Casper, a Municipal Corporation, and that the above consulting firm or his representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable State and Federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Paul L. Meyer
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF Montana)ss

COUNTY OF Yellowstone)ss

I, Jolene Rieck being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

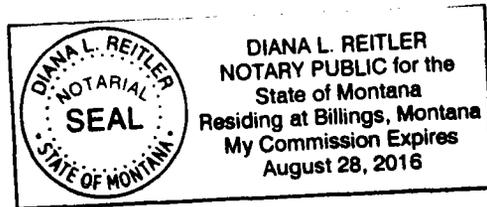
By: Jolene Rieck
President
Title

Subscribed in my presence and sworn to before me this 13th day of October, 2014,
by:

Diana L. Reitler

Notary Public

My Commission Expires



RESOLUTION NO. 14-268

A RESOLUTION AUTHORIZING A CONTRACT FOR THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND PEAKS TO PLAINS DESIGN, P.C. FOR THE I-25 ENTRYWAYS DESIGN STANDARDS PROJECT.

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee has selected Peaks to Plains Design to complete certain professional services; and

WHEREAS, as the MPO's fiscal agent, the City of Casper must approve the Agreement once the MPO Policy Committee has approved the Agreement; and,

WHEREAS, the MPO Policy Committee approved the Agreement on September 4, 2014 for a total not to exceed Fifty Thousand Dollars (\$50,000);

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 between the MPO and Peaks to Plains Design, P.C. on behalf of the Casper Area Metropolitan Planning Organization, in an amount not to exceed Fifty Thousand Dollars (\$50,000).

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

APPROVED AS TO FORM:

Wallace Tremblay

CITY OF CASPER, WYOMING
A Municipal Corporation:

ATTEST:

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

October 16, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: County Plat Approval, Aqua Tech Simple Subdivision

Recommendation:

That Council, by resolution, approve the Aqua Tech Simple Subdivision, located in unincorporated Natrona County, generally east of Salt Creek Highway and south of the Wardwell Interchange on Interstate 25.

Summary:

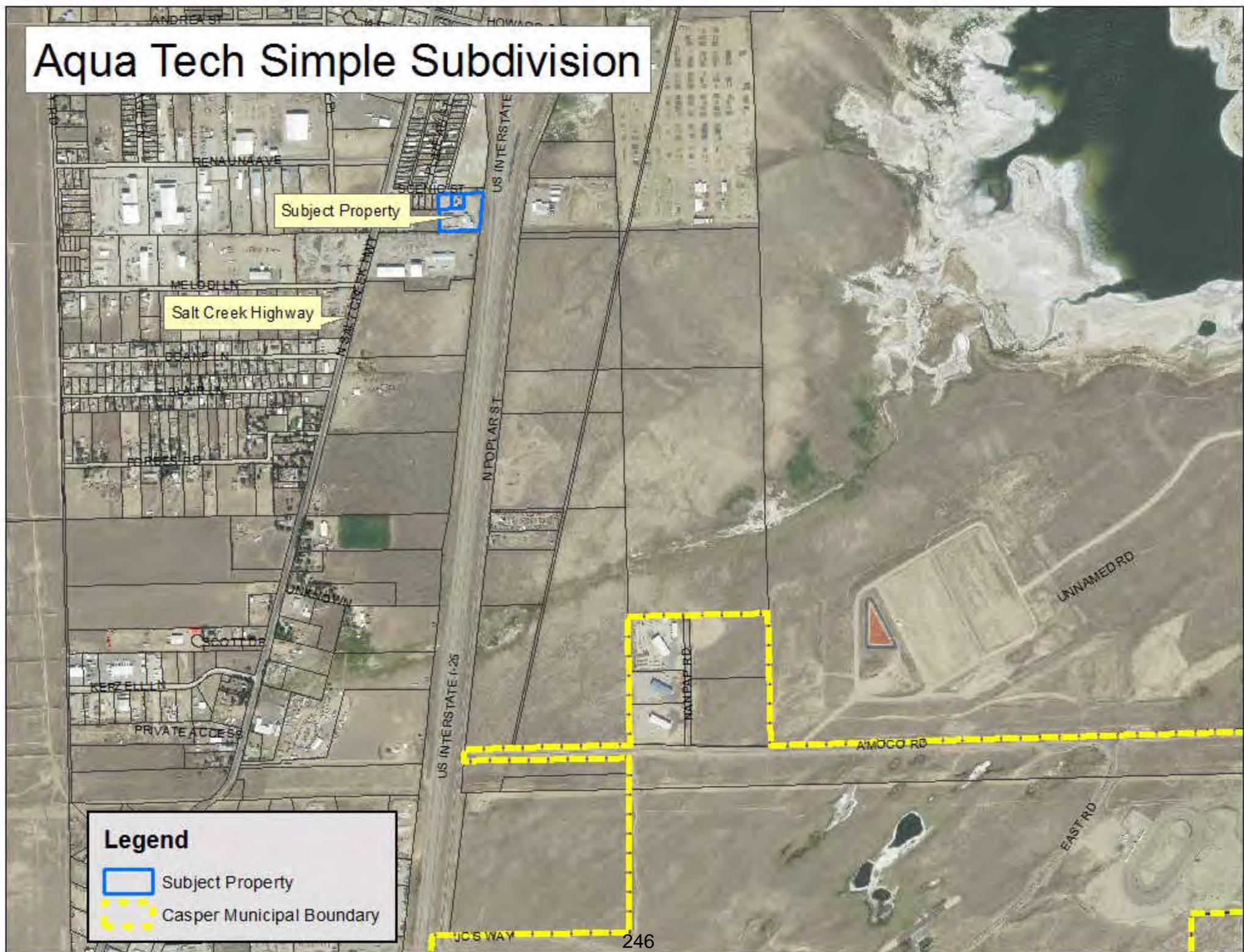
Application has been made by Aqua Technologies of Wyoming, Inc. for approval of a County simple subdivision, the Aqua Tech Simple Subdivision. The subdivision is a vacation and replat of Tracts A through F, Northridge Addition and being portions of the S1/2SE1/4, Section 20, T.34N., R79W., 6th P.M. Natrona County, Wyoming. The simple subdivision is creating two lots, with Lot 1 being approximately 2.01-acres in size, and Lot 2 being approximately 1.31-acres in size.

Pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town must be approved by said city or town prior to the filing and recording of the plat with the county clerk. The purpose of the extra-territorial jurisdiction afforded to cities and towns by Wyoming State Statutes is to ensure that development that occurs on the fringes of a community is designed and constructed in a manner that is consistent with the standards and specifications of the municipality. As growth occurs, and county subdivisions on the fringes are absorbed, problems can occur when those subdivisions are not designed according to the minimum standards of the municipality. In this case, the proposed subdivision is located within a mile of both the City of Casper, and the Town of Bar Nunn; therefore, both municipalities are required to approve the plat.

Typically, the City imposes its development standards on County subdivisions within a mile of the City limits through the execution of an Outside City Water/Sewer Agreement; however, in this case, the property will be serviced by the Wardwell Water and Sewer District, therefore the applicant will not be required to sign a City of Casper Outside Water/Sewer Agreement.

A resolution has been prepared for Council's consideration, authorizing the Mayor to sign the plat creating the Aqua Tech Simple Subdivision.

Aqua Tech Simple Subdivision



Subject Property

Salt Creek Highway

Legend

-  Subject Property
-  Casper Municipal Boundary

RESOLUTION NO. 14-269

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "AQUA TECH SIMPLE SUBDIVISION" A VACATION AND REPLAT OF TRACTS A THROUGH F, NORTHRIDGE ADDITION, AND BEING PORTIONS OF S1/2SE1/4, SECTION 20, T.34N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING

WHEREAS, application has been made for County subdivision approval of the Aqua Tech Simple Subdivision, comprising 3.32-acres, more or less, and creating two (2) lots; and,

WHEREAS, pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town shall be approved by said city or town prior to the filing and recording of the plat with the County Clerk; and,

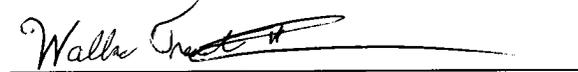
WHEREAS, the Aqua Tech Simple Subdivision is located within one (1) mile of the City of Casper; and,

WHEREAS, it is the desire of the Casper City Council to approve the Aqua Tech Simple Subdivision.

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 and authorizing the Mayor to sign the plat of the Aqua Tech Simple Subdivision.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

October 14, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Authorizing the Amended Professional Services Contract with WHN Two, LLC, for Management of Building B on LifeSteps Campus.

Recommendation:

That Council, by resolution, approve Amendment No. 1 to the Professional Services Contract with WHN Two, LLC, for tenant and facility management of Building B on LifeSteps Campus, 1514 E. 12th Street, Casper, Wyoming.

Summary:

The City entered into an agreement on December 6, 2011 for WHN Two, LLC, (Wyoming Housing Network) to provide facility and tenant management of Building B, also known as the Wilson Building, on LifeSteps Campus. The current Agreement will expire on October 31, 2014, and the City wishes to continue the successful management arrangement by contract amendment, with WHN Two, LLC. WHN Two, LLC has effectively managed the tenants and facility for the past three (3) years by renting eight (8) units to low-income and/or disabled residents. The term of the amended Professional Services Contract will be from November 1, 2014 to October 31, 2017. WHN Two, LLC will retain rent amounts to pay for electric and gas utilities and pre-approved repairs up to \$250.00. The City is responsible for water, sewer and trash charges as well as major repairs or capital improvements exceeding \$250.00. The City is continuing its support for low-income and/or disabled residents in the city by providing housing in Building B.

A resolution has been prepared for Council's consideration.

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on October 31, 2014, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City” or “Owner”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. WHN Two, LLC (“Contractor”), 2345 E 2nd Street, Casper, WY 82609.

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

RECITALS

A. On December 6, 2011, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for tenant and facility management at LifeSteps campus.

B. The term of the Contract is set expire on October 31, 2014.

C. The parties desire to extend the Contract for an additional three years, and add a few additional terms thereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO THE PARAGRAPH 1 OF THE PARTIES SECTION.

Paragraph 1 of the section describing the parties to the agreement shall be deleted in its entirety and replaced with the following:

1. The City of Casper of Casper, Wyoming (“City” or “Owner”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.

3. AMENDMENT TO PART I – AGREEMENT, SECTION 1. SCOPE OF SERVICES, PARAGRAPH J.

Part I, Section 1, paragraph j. is deleted in its entirety and replaced with the following:

- j. Make all necessary or prudent repairs to the premises. Contractor shall notify the City prior to any work being performed, if the Contractor intends to make repairs that exceed Two Hundred Fifty Dollars (\$250). Contractor shall provide three (3) bids for the necessary repair to City. The Contractor shall not make any repairs that may substantially change the character of the building without prior approval of the Owner.

4. AMENDMENT TO PART I – AGREEMENT, SECTION 1. SCOPE OF SERVICES, PARAGRAPH M.

Part I, Section 1, paragraph m is deleted in its entirety and replaced with the following:

- m. City shall be responsible for any capital improvements to the building, including exterior improvements, heating/cooling systems, electrical system, plumbing system, flooring, appliance replacement or parking exceeding Two Hundred Fifty Dollars (\$250), subject to budget availability.

5. AMENDMENT TO PART I – AGREEMENT, SECTION 1. SCOPE OF SERVICES, PARAGRAPH N.

Part I, Section 1, paragraph n. is deleted in its entirety and replaced with the following:

- n. LifeSteps Property Management shall be responsible for snow removal and lawn care.

6. ADD PART I – AGREEMENT, SECTION 1. SCOPE OF SERVICES, PARAGRAPH O.

Part I, Section 1, paragraph o. is added to the Contract as follows:

- o. City shall be responsible for water, sewer and trash removal costs.

7. AMENDMENT TO PART I – AGREEMENT, SECTION 3. TIME OF PERFORMANCE.

Part I, Section 3, which begins with “The services of the Contractor” is deleted in its entirety and replaced with the following:

The services of the Contractor shall be undertaken and completed on or before the October 31, 2017. The Owner will consider a request to renew the contract provided that request is submitted by the Contractor no less than forty-five (45) days prior to the end of the contract.

8. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM:



CONTRACTOR
WHN Two, LLC

CITY OF CASPER, WYOMING
A Municipal Corporation

Jim Grenfell
Executive Director
Wyoming Housing Network, Inc.,
the Operating Manager of WHN Two, LLC

Paul L. Meyer
Mayor

RESOLUTION NO. 14-270

A RESOLUTION AUTHORIZING A CONTRACT WITH WHN TWO, LLC, FOR MANAGEMENT OF BUILDING B ON LIFESTEPS CAMPUS.

WHEREAS, The City of Casper of Casper, Wyoming ("City" or "Owner"), oversees the management of Building B, also known as the Wilson Building, on LifeSteps Campus; and,

WHEREAS, the City desires to amend the Professional Services Contract with WHN Two, LLC ("Contractor"), for tenant and facility management of Building B on LifeSteps Campus; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, Amendment No. 1 to the professional services contract with WHN Two, LLC, for tenant and facility management of Building B on LifeSteps Campus, under terms and conditions more specifically delineated in Amendment No. 1.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

October 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: 1) September 30, 2014, State Small Business Credit Initiative (SSBCI) Certification on Use-of-Allocated Funds
2) Report on SSBCI Program

Recommendation:

That Council, by resolution, authorize the Mayor to sign the September 30, 2014, State Small Business Credit Initiative Certification on Use-of-Allocated Funds.

Summary:

1) September 30, 2014, State Small Business Credit Initiative (SSBCI) Certification on Use-of Allocated Funds

The City of Casper is a participating municipality in the United States Treasury Department State Small Business Credit Initiative Program. The Program requires various periodic reports and certifications be prepared, submitted and signed by all representatives of the participating municipalities. A Certification on Use-of-Allocated Funds is due at the end of each quarter. The September 30, 2014 Certification has been prepared and requires the Mayor's signature.

A resolution has been prepared for Council's consideration.

2) Report on SSBCI Program

From the most recent report from the SSBCI Program Administrator, Wyoming Smart Capital Network, thirty collateral support arrangements have been made (certificates of deposit (CDs) purchased as collateral to augment the businesses' financing). There is \$13.168 million funding from the US Treasury Department allocated for the Wyoming program. To date \$7.203 million of the funding has been received; with \$6.986 million of that amount available for credit initiatives and \$217,278 have been spent on administration costs. Of the amount the available for credit initiatives, \$6.453 million has actually gone to the purchase of CDs, with the balance being available for arrangements not yet closed. The distribution of the number arrangements of the municipalities and total value are: Casper (5, \$1,119,297), Cheyenne (3, \$1,367,450), Cody (2, \$185,338), Gillette (15, \$2,061,650), Green River (1, \$925,000), Rock Springs (2, \$750,000), Sundance (1, \$40,000) and Wheatland (1, \$25,000)

For Casper, five collateral support arrangements range in size from \$20,000 to \$500,000 (\$1 million is the limit.) This equates to 17.3 % of the \$6.453 million amount available to date for credit initiatives. The Casper banks participating in the program for those five arrangements are First Interstate Bank, Jonah Bank and Platte Valley Bank.

CERTIFICATION ON USE-OF-ALLOCATED FUNDS

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

Reference is made to:

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

This certification is delivered to Treasury pursuant to Section 4.7 ("Quarterly Reports") of the Allocation Agreement.

The undersigned, on behalf of the Participating Municipalities, hereby makes the following certifications as of the date of this certification:

1. the information provided by the Participating Municipalities under Section 4.7 ("Quarterly Reports") of the Allocation Agreement on the use of Allocated Funds is accurate;
2. funds continue to be available and legally committed to contributions by the Participating Municipality to, or for the account of, Approved Municipal Programs, less any amount that has been contributed by the Participating State to, or for the account of, Approved Municipal Programs subsequent to the Participating Municipalities being approved for participation in the State Small Business Credit Initiative;
3. the Participating Municipalities is implementing its Approved Municipal Program or Programs in accordance with the Act and the regulations or other guidance issued by Treasury under the Act; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating Municipalities is valid and in full force and effect.

By: _____
Name: Paul L. Meyer
Title: Mayor
Participating Municipality: Casper

Date: _____



INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES

To The Board of Directors-
Laramie Consortium

We have performed the procedures for the Quarter Ending September 30, 2014 enumerated below, in Attachment A, which were agreed to by the Board of Directors- Laramie Consortium, solely to assist you in evaluating the completeness, accuracy and compliance with the SSBCI National Standards for Compliance and Oversight, SSBCI Policy Guidelines and the approved procedures and policies of the Board. Management and the Board are responsible for the preparation and compliance requirements of the reports.

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

The procedures and the findings are included in attachment A.

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

This report is intended solely for the information and use of the board of directors- Laramie Consortium and management and is not intended to be and should not be used by anyone other than those specified parties.

Mader Tschacher Peterson + Co.

Laramie, Wyoming
October 7, 2014

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

Attachment A: Procedures and Findings
For the Quarter Ending September 30, 2014

1. Pursuant the Allocation Agreement dated December 4, 2012 between the United States Department of Treasury and the Laramie Consortium Participating Municipalities, we reviewed the Quarterly Reports prior submission to the Participating Municipalities for certification on the use of allocated funds as further detailed in procedures 2 through 5 below. Our review included the required procedures included Section 4.7 of the Allocation agreement and noted that the program is in compliance with the act, regulations, and other guidance (where applicable) issued with Treasury under the Act.
2. Reviewed the 2014 Third Quarter Certification on Use-Of-Allocated Funds prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly certification was complete and accurate. The report reflects that there was \$974,446 in collateral support funds used/allocated in the third quarter of 2014.

3. Reviewed the 2014 Third Quarter Financial Report prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly financial report was complete and accurate. The report reflects the receipt of the cumulative receipt of program funds in the amount of \$8,691,111 and \$6,986,235 of funds allocated for collateral support through the third quarter of 2014.

4. Review supporting documentation for revenue received and expenses incurred for the program for the Second Quarter of 2014.

There were no expenses paid for direct administrative costs in the third quarter of 2014. The report reflects the cumulative amount of \$217,278 of direct administrative expenses paid through the third quarter of 2014. As part of the approval process, we performed the compliance review of the direct administrative expenses and the expenses are in compliance with the program requirements.

5. Reviewed supporting documentation for loan requests prior to final approval under the program for compliance requirements.

There were five loan requests approved in third quarter of 2014. As part of the approval process, we performed the compliance review of the loan files and the loans are in compliance with the program requirements.

RESOLUTION NO. 14-271

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE STATE SMALL BUSINESS CREDIT INITIATIVE/LARAMIE CONSORTIUM OF PARTICIPATING MUNICIPALITIES SEPTEMBER 30, 2014 CERTIFICATION ON USE-OF-ALLOCATED FUNDS.

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

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

WHEREAS, under the terms of the Allocation Agreement between the United States Treasury Department and the Laramie Consortium of Participating Municipalities certain periodic reports and certifications, including quarterly "Certification On Use-Of-Allocated Funds," are to be submitted; and,

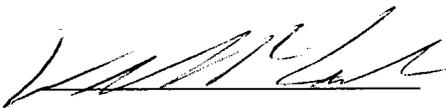
WHEREAS, Paul L. Meyer, Mayor of the City of Casper, is now designated as the Authorized Representative for the City of Casper in the Allocation Agreement; and,

WHEREAS, the required "Certification On Use-Of-Allocated Funds" for the quarter ended September 30, 2014 has been prepared and is due.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to sign, and the City Clerk to attest, the State Small Business Credit Initiative September 30, 2014, "Certification On Use-Of-Allocated Funds."

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

October 6, 2014

MEMO TO: John C. Patterson, City Manager 

FROM: Kenneth King, Fire Chief 

SUBJECT: Fire House Cloud Service

Recommendation:

The Council, by resolution, authorizes a 5 year contract with Fire House Software of Xerox Solutions in an amount not to exceed \$13,640 per year, for the installation and maintenance of their Fire House software residing in the cloud.

Summary:

Casper Fire-EMS has used Fire House software for its record management system (RMS) for over ten years. This software is currently on a server at city hall and we pay \$11,115 per year for the maintenance and licensing. For the past few years, Fire House has offered a cloud based RMS. Due to decreased reliability of our server and the increased need of updates to the server, now is a good time to make the migration to this cloud based service. Furthermore, as a cloud based service, we will have access to Fire House from any internet connection whereas now, we can only access from City network computers. Our Information Technology Division fully supports this migration and will continue to help us in this endeavor.

This upgraded service will increase our productivity by greatly reducing the downtime of our RMS software. By agreeing to a 5-year contract, we save approximately 40 percent annually.

The first year of this contract will be funded by encumbered monies from FY14 (01-240231-5401 \$3440.00 Prevention Operating Supplies and 01-240001-5580 \$12000.00 Technologies). The next four years will come out of the Fire Department maintenance agreement line (01-240001-5276).

A resolution has been prepared for Council's consideration.

AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES

This Agreement for Application Hosting and Technology Support Services (hereinafter the “Agreement”) is entered into by and between Casper Fire-EMS with offices located at 100 W. B Street Casper, WY 82601 (hereinafter “Customer”), and Xerox Government Systems, LLC. with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereinafter “Xerox”), referred to individually as Party and collectively as Parties.

1.0 BACKGROUND AND OBJECTIVES

This Agreement is entered into in connection with Customer’s decision to engage Xerox to provide certain information technology hosting and support services related to Customer’s business operations. This Agreement and the Exhibits set forth all terms and conditions governing the relationship between Xerox and Customer.

2.0 TERM

The term of this Agreement (the “Term”) will be for 5 years, from 10/1/2014 to 9/30/2019, unless earlier terminated or renewed in accordance with the provisions of this Agreement.

3.0 SERVICES

Xerox shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the “Services”) as set forth in Exhibit A – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with 4.0 hereof.

4.0 SUPPLEMENTAL SERVICES

Any effort, which does not fall within the Statement of Work set forth in Exhibit A, will be subject to the change order process. Xerox will be responsible for assisting Customer in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by Xerox and submitted to Customer for its review and approval. Customer will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement (“SSA”). Xerox will not be required to perform activities that are not specifically stated in the Statement of Work without a fully executed SSA signed by both Parties.

5.0 CONFIDENTIALITY

5.1 Customer Confidential Information

With respect to information relating to Customer’s business which is confidential and clearly so designated (“Customer Confidential Information”), Xerox will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of Xerox which Xerox regards as confidential. However, Xerox shall not be required to



keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Xerox's possession; (iii) is independently developed by Xerox outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of its services hereunder.

5.2 Xerox Confidential Information

Customer agrees that Xerox's methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Customer, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on Xerox Confidential Information; or (iv) is rightfully obtained from third parties.

5.3 Use of Confidential Information

Xerox and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, Xerox permitted subcontractors, or Customer's permitted consultants on a need-to-know basis, without the other Party's prior written consent.

6.0 INTELLECTUAL PROPERTY RIGHTS

6.1 Customer Content

All data created or transmitted by Customer and stored on Xerox servers as part of the Services ("Customer Data") shall at all times be owned by Customer. Xerox shall not own or have any interest rights in the Customer Data. Except as instructed by Customer directly or indirectly through instructions provided to the servers through Customer's use of the Xerox Software, Xerox shall treat Customer Data as Customer Confidential Information. Xerox will upon (i) request of Customer at any time, and (ii) the cessation of all Termination/Expiration Assistance, promptly return to Customer, in the format and on the media in use as of the date of the request, all or any requested portion of the Customer Data. Archival tapes containing any Customer Data will be used by Xerox solely for back-up purposes. Any conversion of data for porting to other applications will not be provided under this contract.

6.2 Proprietary Rights of Xerox

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Xerox or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by Xerox to provide the Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other



proprietary rights inherent therein and appurtenant thereto (collectively “ Xerox Materials”) shall remain the sole and exclusive property of Xerox or its suppliers. Customer acknowledges and agrees that Xerox is in the business of designing and hosting Web-based applications and Xerox shall have the right to provide services to third parties which are the same or similar to the Services and to use any Xerox Materials providing such services.

6.3 License Grant

Xerox grants Customer a non-exclusive license throughout the Term to perform, display, transmit, participate in the transfer of Customer Data and otherwise use the Xerox Materials for the purposes of performing this Agreement. Customer shall have no residual rights to the Xerox Materials beyond the term of this Agreement. Customer grants Xerox the right to maintain administrative access to the Customer Data during the Term for purposes of performing this Agreement.

7.0 INSURANCE; RISK OF LOSS

7.1 Required Insurance Coverage

Throughout the Term, Xerox shall, at its own expense, carry and maintain at least the kinds and minimum amounts of insurance listed below.

1. **Workers’ Compensation Insurance:** As required by law.
2. **Commercial General Liability Insurance:** with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Upon request Xerox will furnish proof of coverage, in the form of a standard certificate of insurance, to the City of Casper within ten (10) days of contract execution. If any material policy changes occur during the life of contract, Xerox shall provide updated proof of coverage, in the form of standard certificates of insurance, to Customer in a timely manner.

7.2 Risk of Loss

As of the effective date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

8.0 CHARGES

8.1 Charges

Subject to the other provisions of this Agreement, Customer will pay to Xerox the amounts set forth in Exhibit B – Applicable Charges, attached hereto and made a part hereof. Services performed in connection with an authorized SSA may be performed either on a time and material (T&M) or fixed fee basis as specified in the SSA. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated to this Agreement as an SSA.



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8.2 Taxes

- (a) Xerox will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Xerox in connection with the Services if applicable.
- (b) Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the effective date on the provision of the Services or any component thereof, as the rate of such tax may change from time to time during the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.
- (c) If any taxing jurisdiction imposes after the effective date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the Parties will cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer will be liable for any such new tax, which is imposed on the Charges for the provision of the Services, or any component thereof.

9.0 INVOICES AND PAYMENT

9.1 Invoices and Payment

Xerox will issue to Customer, on an annual basis, one (1) invoice for all amounts due with respect to services to be rendered and products to be delivered in the following calendar year. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section 9.1 will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial year under this Agreement and any applicable authorized SSA shall be prorated.

Payment will be made following receipt of an itemized invoice from Xerox for services rendered in conformance with the Contract, and following approval by the Casper City Council. Xerox 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.

Invoices shall be submitted to:

Casper Fire-EMS
 200 N. David
 Casper, WY 82601

Attn: ACCTS PAYABLE

10.0 WARRANTIES

A Xerox Solution – Casper Fire-EMS
 FIREHOUSE Software Agreement

Agreement for Hosting Services - Confidential

A Xerox Solution

10.1 Xerox Warranties

Xerox warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1, Xerox DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

10.2 Disclaimed Warranties

Xerox exercises no control over, and accepts no responsibility for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Customer, Xerox shall perform regular daily backup of all Customer Data. Xerox shall use commercially reasonable efforts to recover any lost or corrupted data resulting from Xerox negligence. Should Xerox be unable to recover such lost or corrupted data, Xerox' responsibility and liability for the loss of Customer Data shall be limited to restoring the data to the last required daily back up. Further, Xerox and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

10.3 Customer Warranties

Customer warrants, represent and covenants to Xerox that: (a) Customer will use the Services only for lawful purposes and in accordance with this Agreement; (b) all Customer content, including the Customer Data, does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

11.0 INDEMNIFICATION

Xerox will protect, defend, indemnify, and save whole and harmless the Customer and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Customer relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Customer relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Xerox, its employees, contractors or agents in connection with the performance of the Services.

Xerox will have a right of contribution from Customer with respect to any claim to the extent Customer is responsible for contributing to the alleged injury.

12.0 LIMITATION OF LIABILITY

12.1 Limit on Types of Damages Recoverable

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Limit on Amount of Direct Damages Recoverable

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED \$500,000. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THE AGREEMENT.

12.3 Force Majeure

- (a) Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such Party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."
- (b) Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

12.4 Actions of Other Party or Third Parties

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, failures caused by the other Party or by third party suppliers, subcontractors, and carriers. The Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

13.0 TERMINATION



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13.1 Termination for Cause

- (a) Customer will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by Xerox that is not cured by Xerox within thirty (30) days of the date on which Xerox receives Customer's written notice of such breach, or if a cure cannot reasonably be fully completed within 30 days, a later date, provided Xerox has provided a plan acceptable to Customer for such cure. Customer will exercise its termination option by delivering to Xerox written notice of such termination identifying the scope of the termination and the termination date.
- (b) Xerox will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to Xerox, and Customer fails to cure such failure within sixty (60) days after receipt from Xerox of written notice from Xerox.

13.2 Effect of Termination

Termination of this Agreement for any reason under this Section 13.0 will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

14.0 APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES

14.1 Applicable Law

All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Wyoming.

14.2 Jurisdiction and Venue

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located in State of Wyoming and irrevocably agree that all actions or proceedings relating to this Agreement, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

14.3 Equitable Remedies

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

15.0 MISCELLANEOUS



15.1 Customer Provided Resources and Technical Working Environment

Customer shall provide Xerox resources with reasonable access to Customer facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

15.2 Binding Nature and Assignment

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, that either may assign its rights and obligations under this Agreement to an affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that Party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other Party that it has the ability to fulfill the obligations of the assigning Party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a Party will relieve such Party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

15.3 Amendment and Waiver

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

15.4 Further Assurances; Consents and Approvals

Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such Party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

15.5 Severability

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

15.6 Entire Agreement

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements,



understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

15.7 Notices

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 15.7, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

If to Customer, to:

Casper Fire-EMS
100 W. B Street
Casper, WY 82601

Attn: Tim Cortez

If to Xerox, to:

Xerox Government Systems, LLC.
2900 100th Street, Suite 309
Urbandale, IA 50322

Attn: Accounts Manager

15.8 Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

15.9 Independent Contractors & Use of Subcontractors

Xerox will perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute Xerox and Customer as partners, joint ventures, or principal and agent. Xerox has no authority to represent Customer as to any matters, except as expressly authorized in this Agreement or in an authorized Supplemental Service Agreement. Xerox has the right to use, if appropriate, qualified third party vendors.

15.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

15.11 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.

15.12 Audit

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To the extent necessary to verify the accuracy of Contractor's invoices, 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. "To the extent necessary to verify the accuracy of the Contractor's Invoices.

15.13 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.

15.14 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.

15.15 No Third Party Beneficiary Rights

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



IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written. Contract is null if the installation process does not begin within 45 days of the signed contract after Xerox is in receipt of all the required information.

Casper Fire-EMS

XEROX GOVERNMENT SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: SANTU KALPISA

Title: _____

Title: VP

Date: _____

Date: 9/18/14



Exhibit A

Statement of Work

This Statement of Work describes the application hosting services that Xerox will provide to Customer in connection with this Agreement. Should additional services be required beyond or not defined in the scope of this Agreement, Customer and Xerox may enter into a Supplemental Services Agreement as further described in Section 4.0 of the Agreement, subject to required Customer approvals.

1.0 Application Software and Related Services

A key element of this Statement of Work is to provide Customer during the term of the Agreement with licensed access to web version of FIREHOUSE Software Version 7 or above for use in the daily operation of their agency.

1.1 FIREHOUSE Software Application

Xerox will provide Customer with access to the Applications and modules set forth in Exhibit B during the term of the Agreement, including FIREHOUSE Software Web Version 7 or above. Pricing established in Exhibit B includes professional service to convert the existing customer FIREHOUSE Software data to the cloud environment.

1.2 Key Assumptions Concerning Software

- Xerox Software, subject matter experts and network services staff are available on a daily basis from 7:00 am to 7:00 pm (CST), Monday through Friday (except Xerox holidays) via a toll-free support number.
- Access to these applications will be provided during the Term of the Agreement, and via a browser based secure connectivity to a Xerox Data Center facility where all programs and data will be securely stored and accessible.
- All access to the Services shall be controlled by user names and passwords issued by Xerox to Customer from time to time upon request by Customer. Each user name and password will be unique to each staff member that Customer designates is authorized to access the Services. Customer is solely responsible for the security of the user names and passwords issued to Customer's staff members. Any access to the Services using such user names and passwords will be deemed a rebuttable presumption of access by Customer.
- All standard software upgrades will be provided to Customer at no additional charge during the term of the Agreement. Upgrades are implemented at Xerox' discretion in accordance with Xerox' standard general release schedule for upgrades.
- Subject to the clarification contained in the following sentence, Software will be modified for "mandated" State & Federal functional requirements that must be handled by or within the Xerox FIREHOUSE Software Application. These mandated modifications / enhancements will be provided by Xerox as long as they can reasonably be integrated into the base system architecture. At Xerox' discretion, if the requirements are such that they cause major



modification to either data structure or the systems base process flow architecture, then Xerox will inform the Customer of options, which may include additional cost, over and above the costs associated with this agreement.

- XEROX data center personnel will physically handle and coordinate all software upgrades for any Xerox directed base application enhancements or upgrades.
- In certain circumstances and/or to provide specific functionality, Xerox may utilize third party application software in conjunction with its own Xerox created software. In these instances, Xerox will inform the Customer of this third party relationship. Xerox will secure all necessary third party software licenses required to ensure proper and legal use by Customer during the Term in accordance with the Agreement.
- Unless otherwise specifically set forth in this Agreement, Xerox shall have no responsibility for the correctness, performance or underlying program code relating to third party software (not developed by Xerox) used in connection with the Services. However, the Xerox Account Manager, as part of this Agreement, will act as a liaison to the appropriate third party vendor/s when problems or concerns arise.

2.0 Hardware & Systems Accessibility

Xerox Owned Equipment & Software

- Customer understands that all software applications identified in Section 3 of the agreement will be hosted on Xerox-owned remote data center computers. Xerox will maintain a remote and highly secure data center where appropriate computer processing and wide-area network capabilities are located to serve Customer applications listed in this Agreement. Response times experienced by authorized users within Customer site will be maintained at commercially reasonable levels to accomplish the application and functional tasks set forth herein. Response time will be monitored and tuned by Xerox data center operations staff on Xerox controlled network links as needed. Xerox is not responsible for network performance on network segments outside of Xerox control.
- If specific hardware is provided to the customer to connect Customer Local Area Network to Xerox data center, it will be properly maintained by Xerox. Any maintenance or upgrade needed to this equipment, to meet the deliverables of this agreement, will be the responsibility of Xerox.
- Customer will provide a safe, secure, and adequate environment to house necessary Xerox owned equipment. Customer will inform Xerox if/when these items are damaged or not operating properly.
- Xerox will be responsible for the repair or replacement of Xerox owned equipment if/when it is deemed not operating properly. Xerox owned equipment that is deemed not operating properly, will be repaired or replaced within two (2) business days of Xerox being notified of failure.
- The following equipment and software, if any, will be provided to the Customer for use as part of this Agreement. The equipment and software will be owned by Xerox, but will be located at a Customer facility. Customer will be responsible for the risk of loss or damage to the equipment and software located at its facility for as long as such equipment and software is



A Xerox Solution

within its care, custody or control. Xerox will be responsible for providing standard manufacturer maintenance coverage for all equipment supplied as part of this paragraph. Xerox will also be responsible for all shipment costs (both at the time of installation and at the time of retrieval). Xerox will have no obligation to refresh the equipment or software in the absence of a contract amendment.

DESCRIPTION	MODEL	QUANTITY	MAINTENANCE
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Not Applicable

Customer Owned Equipment

- All required hardware, communication infrastructure, and related software will be the responsibility of the Customer.
- Customer will be responsible for maintaining or renewing any hardware maintenance agreements for their own equipment and at their own discretion.
- It is understood and agreed by Xerox and Customer that the Xerox services and equipment will integrate and connect to Customer equipment and/or network backbone, as a part of Customer's internal infrastructure.
- During the term of this Agreement, any upgrades, changes or additions to Customer owned equipment, or network environment that affects the connectivity, with Xerox equipment or communication infrastructure, must be reviewed and approved by Xerox. These upgrades, if approved, will be at Customer's expense unless otherwise mutually decided. If the Customer changes inhibit Xerox ability to provide the services of this Agreement, Xerox will work with the Customer on a best effort basis to resolve the underlying technical issues. However, if through these efforts a correction is not available, the Customer will be responsible to restore their environment to previous levels of service delivery.
- During the term of this Agreement, any expenses for maintenance, replacement, or repair, of Customer owned equipment or software will be at expense of Customer.

3.0 Customer Data

- All data collected on tape or hard copy, or residing on Xerox data center computers supplied by Customer to be utilized by Xerox in the computer system data base to provide services herein, will remain the property of Customer, and no use will be made thereof beyond that listed in the Agreement, without written permission of Customer.
- Once per calendar year, month and upon expiration or termination of this Agreement, Xerox will upon written request of Customer return to Customer all Customer Data in a MS SQL Server database in MDF format. Any additional conversion of Customer Data to MS SQL Server database in MDF format shall be provided for the additional cost set forth in Exhibit B,



Applicable Charges, under “Data Transfer.” Any conversion of data for porting to other applications, including conversion to spreadsheet format, will not be provided under this Agreement.

- All Customer data located on Xerox computers in Xerox Data Center/s will be backed up routinely, professionally and daily and stored in secure off-site locations; retrievable by Xerox for Customer for any contingencies.
- Xerox shall be authorized to view and use all reports, data, or other material prepared by it for the Customer under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Customer as confidential, except authorized recipients as specifically and in writing designated by Customer.

4.0 Professional Support Services

- Xerox Software, subject matter expert and Network Services staff will be available daily from 7:00 am to 7:00 pm (CST), Monday through Friday (other than Xerox holidays) via toll free 800 support number. Call-back time from Xerox support will average at or under 1 hour.
- All monitoring of the XeroxWide Area Network communications environment and continuous operations, Xerox remote data Center operations and security, and secure back-ups and remote storage of Customer Data will be responsibility of Xerox.
- There will be no on-site visits by Xerox staff on Customer locations. Should Customer request such visits for any reason, Xerox will be entitled to compensation for the hours worked (as well as reasonable travel time), as well as reimbursement for travel and living expenses. Services will be billable at the then current Xerox labor rate, but not initiated without the written consent of Customer.
- Troubleshooting, repair, and replacement of Xerox provided equipment listed in section 2.0 above. Note: The removal of Spyware, Adware, Data Mining, and other infections are outside the scope of these support services and may incur standard time/material support charges. Customer will not incur any additional charges without prior written approval.

5.0 Customer Responsibilities

While Xerox will provide the account management, staffing, and computer hardware and software resources to provide the required services, Customer agrees to provide the following resources to support this effort:

- Identify the Customer Contract Administrator who will be the main contact for the Xerox Account Manager, for all service delivery issues.
- Identify Customer personnel in each department that can be the key contacts for the Xerox support team with regard to the specific software applications and functions related to the Xerox services.



- Customer is responsible for and controls all security on its internal Local Area Network/s, central computing, and desktop computing environments.
- Customer is responsible for all support services (technical and user) on its owned and internal LAN, other WAN connections outside of Xerox WAN, Central Computing, and desktop computing environments.
- Customer will provide, and is responsible for, the internal infrastructure necessary to allow Xerox to establish secure electronic communications and access to and from the Xerox remote data center.
- Customer is responsible for all Customer owned or purchased equipment set-up and integration into their own desktop or network environment.
- Customer shall, at its sole expense, at all times during the term of this Agreement, protect Xerox owned materials and/or equipment, which are located on Customer site, from deterioration other than normal wear and tear. Customer shall not use the Xerox owned items located on Customer premises for any purposes other than those for which they were designed hereunder. Customer shall bear the risk of loss or damage from fire, the elements, theft or otherwise from the time of and after the delivery of the items to the Customer's delivery address.
- Customer will not move any Xerox owned items or permit them to be moved from the original installation address without Xerox' prior written consent. Upon the request of Xerox, Customer shall make the materials available to Xerox during regular business hours for inspection at the place where it is normally located and shall make Customer's records pertaining to the materials available to Xerox for inspection.
- Except where the Parties mutually agree to extend the term of the Agreement past the initial term or any successive renewal period, upon termination (by expiration or otherwise) of this Agreement, Customer shall, pursuant to Xerox' instructions and at Customer's expense, return the materials and any documentation or other tangible manifestation of the materials to Xerox in the same operating order, repair, condition and appearance as when received, except for normal wear and tear. Customer shall return the materials to Xerox at its address set forth herein or at such other address within the United States as directed by Xerox.
- Customer shall not, without the prior written consent of Xerox, affix or install any accessory, equipment or device to any Xerox owned items which are located on the Customer site, which may either impair the originally intended function or that cannot be readily removed without causing material damages. The Customer will not, without the prior written consent of Xerox and subject to such conditions as Xerox may impose for its protection, affix these items to any real property if, as a result thereof, such materials will become a permanent fixture under applicable law.



Exhibit B
Applicable Charges

1.0 Based Yearly Fee

Customer shall pay Xerox an annual fee as outlined below for 5 years for services starting on 10/1/2014 and ending on 9/30/2019. Services will be invoiced in advance at the start of the service year, and payments are due on a net 45 day basis.

Payment Schedule:

	Yearly Fee
Year 1	\$13,640.00
Year 2	\$13,640.00
Year 3	\$13,640.00
Year 4	\$13,640.00
Year 5	\$13,640.00

Modules and Concurrent Users

The following Firehouse Modules and licenses will be available to the customer:

MODULES	Yes or No	# of Licenses
Incident Module	Yes	13
EMS Module	Yes	13
Staff, Training and Certifications	Yes	13
Occupancy Management	Yes	13
Inventory Management	Yes	13
Hydrant Module	Yes	13
Staff Scheduling	Yes	13
Accounts Receivable	NO	0
Sketch	NO	0
Analytics	NO	0
CAD Monitor – Vendor: Spillman	YES	N/A
VPN connection required for CAD data transfers	YES	N/A
Local Data Transfer	YES	N/A
Archived Database	NO	0

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FIREHOUSE Software Agreement

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2.0 Other Xerox Services

Services provided to Customer by Xerox, that are beyond the scope of this Agreement, or are in addition to or supplemental to the scope of this Agreement, will be provided at the then current Xerox labor rate during the Term. The Xerox Account Manager will always obtain prior approval from Customer on the nature of the services, personnel assigned and estimated time and expenses to be incurred. All such services will be performed in accordance with a fully executed Supplemental Service Agreement.

Pricing Assumptions:

- Except as otherwise set forth herein, travel, lodging, meals and incidental expenses for Xerox staff that are directly related to performing the specific deliverables of this Agreement will be the responsibility of Xerox.
- Any other “expenses” that fall outside the deliverables of this Agreement will be the responsibility of Customer. The Xerox Account Manager will establish an approval process by Customer prior to incurring the expense.

APPROVAL AS TO FORM

I have reviewed the attached *Agreement with Xerox Government Systems, for Provision of Purchase and Professional Services for the Licensing, Maintenance, and Installation of the Firehouse Software and Cloud Services*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: October 14, 2014

A handwritten signature in black ink, appearing to read "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. 14-272

A RESOLUTION AUTHORIZING AN AGREEMENT WITH XEROX GOVERNMENT SYSTEMS, FOR PROVISION OF PURCHASE AND PROFESSIONAL SERVICES FOR THE LICENSING, MAINTENANCE, AND INSTALLATION OF THE FIREHOUSE SOFTWARE AND CLOUD SERVICES.

WHEREAS, the City of Casper desires to obtain the Fire House Software and cloud based services; and,

WHEREAS, Xerox Government Systems, LLC., is able and willing to provide said software and services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Xerox Government Services., for software and services related to the purchase and installation of the Fire House Software and cloud based services, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement in an amount not to exceed Thirteen Thousand Six Hundred Forty Dollars (\$13,640) per year.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul Meyer
Mayor

October 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director

SUBJECT: Rejection of Bid
Casper Raw Water Irrigation Improvements; Alluvial Well Field Project, No. 12-29

Recommendation:

That Council, by minute action, reject the bid received for the Casper Raw Water Irrigation Improvements; Alluvial Well Field Project, No. 12-29.

Summary:

On Thursday, September 25, 2014, one (1) bid was received for the Casper Raw Water Irrigation Improvements; Alluvial Well Field Project. The project consists of constructing four shallow alluvial wells adjacent to the North Platte River. These wells will provide raw water to an expanded irrigation system at the North Casper Soccer Complex, to include the adjacent softball and baseball fields. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Sargent Drilling	Broken Bow, Nebraska	\$596,500

The estimate prepared by consultant engineer was \$238,500.

Staff recommends rejecting the bid submitted by Sargent Drilling for significantly exceeding the engineer's estimate. The project will be re-advertised with a recommendation of award brought forward at a later Council meeting.