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REGULAR COUNCIL MEETING
Tuesday, September 17, 2013
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. CONSIDERATION OF MINUTES OF THE SEPTEMBER 3, 2013 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 15, 2013.

4. CONSIDERATION OF BILLS AND CLAIMS.
5. RECOGNITION OF CITYFEST DONORS AND VOLUNTEERS BY MAYOR SCHLAGER.
6. ESTABLISH DATE OF PUBLIC HEARINGS:
 - A. Consent
 1. Establish October 1, 2013 as the Public Hearing Date for Consideration of:
 - a. Rezoning of Lots 22 and 23, Block 7, East Burlington Addition From C-2 (General Business) to M-1 (Limited Industrial); and a Vacation and Replat of Lots 22-27, Block 7, East Burlington Addition, Creating the **Colonial House Addition**, Comprising 0.49-Acres, More or Less, Located at **1914 East Yellowstone Highway**.
 - b. Appeal of the Planning and Zoning Commission's Decision to Deny a Site Plan for the Construction of a One Story, 10,750 Square Foot Building Addition to the **College Heights Baptist Church Community Center (Former Garfield School)**, on a Portion of Lot 1 and all of Lot 2, Block 12, Together with Lots 1-16, Block 13, and Lots 1-6, and 19-20, Block 20, Community Park Addition, located at **1927 South Walnut Street**.
 - c. Issuance of **Restaurant Liquor License No. 7**, to Charles Tyrrell, d.b.a. **Charlie T's Pizzeria**, located at 112 East 2nd Street.
7. PUBLIC HEARING:
 - A. Consideration of **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Triflection Addition No. 2** Complies with W.S. 15-1-402.
 1. Resolution.
 2. Third Reading Ordinance Approving Vacation and Replat Lot 2, Triflection Addition to the City of Casper, and an Annexation, Plat, and Zoning as C-3(Central Business) a Portion of the SW1/4NE1/4, Section 9, T33N, R79W, 6th P.M., to Create the **Triflection Addition No. 2**, Generally Located Between South David and South Center Streets, North of West Collins Street.

8. ORDINANCES:

A. Third Reading:

1. Consent.
 - a. Approving Zone Change of Casper Block 7, Lot 3, located at **523 South Beech Street**, from R-2 (One Unit Residential) to R-4 (High Density Residential).
 - b. Plat with an Accompanying Sub-Area Plan, a Portion of SE1/4NW1/4, SW1/4NE1/4NE1/4, NE1/4SW1/4, NW1/4SE1/4, Section 8, T. 33N., R. 78W., 6th P.M., Natrona County to Create **McMurry Business Park No. 6**, Comprising 19.476 Acres, More or Less, Generally Located North of East 2nd Street Between Venture Way and Parkridge Drive.

9. RESOLUTIONS:

- A. Determining Whether to **Waive the City's Construction Standards** for a Portion of **Indian Scout Drive** Being Adjacent to Lot 14, Block 17, Trails West Estates No. 2; and Lots 20 and 21, Block 17, Trails West Estates.
- B. Consent.
 1. Authorizing Lease Agreement with the **Casper Amateur Hockey Club** for Use of the **Casper Ice Arena**.
 2. Authorizing Lease Agreement with **Casper Figure Skating Club** for Use of the **Casper Ice Arena**.
 3. Authorizing Lease Agreement with **Bush-Wells Sporting Goods** for Operation of the **Casper Ice Arena Pro Shop**.
 4. Authorizing Lease Agreement with the **Boys and Girls Club of Central Wyoming Endowment Foundation, Inc.**, for the Leasing of Real Property for a **Boxing Club and Financial Literacy Center**.
 5. Rescinding Resolution No. 96-187 and **Establishing Fees** for the **Metropolitan Animal Control Facility**.
 6. Authorizing **Ice Hockey Facility Development Agreement** with **John S. Wold** Individually, and as Trustee of the John S. Wold Revocable Trust, dated May 13, 2002.

9. RESOLUTIONS: (cont)

A. Consent. (cont)

7. Approving Vacation and Replat of Lots 2 & 3, McMurry Business Park No. 3 to Create **McMurry Business Park No. 7**; and Review of the Accompanying Sub-Area Plan, Comprising 12.66-acres, More or Less, Generally Located North of East 2nd Street, Between Coliseum Way and Parkridge Drive.
8. Authorizing Contract with **Adbay.Com, Inc.**, for the Development of a **Community Brand**, in the Amount of \$80,000.
9. Authorizing **Lease Agreement Extension**, with **Houck Enterprises**, for the Former Adbay Building.
10. Authorizing Agreement with **Paramount Construction, Inc.**, in the Amount of \$94,526, for the **Parking Structure Wall Coating Project**.
11. Authorizing Contract for Professional Services with **Hein Bond** in the Amount of \$32,000, for Design and Construction Administration Related to the **Parking Structure Restrooms Project**.
12. Supporting the Application of the Central Wyoming Regional Water System Joint Powers Board to the State Lands and Investment Board for a **Mineral Royalties Grant** in the Amount of \$934,500 for the **Alternate Backwash Water Supply Project**.
13. Authorizing Agreement with **Ace Golf Netting, L. P.**, in the Amount of \$135,000, for the **Landfill Litter Fence Project**.
14. Authorizing a Contract with **ViewPoint Government Solutions, Inc.**, in the Amount of \$28,000, for a **Hosted Permitting and Licensing Software Solution**.
15. Authorizing an **Amended and Restated Real Estate Purchase, Buy Back, and Lien Agreement** with **SBX Holding Company, LLC**, and an Associated Lease Agreement for the Sale of the City-owned Property Described as Lots 1, 2, 3, 4, 5, 6, and 7, Block 2, Liberty Addition, for Economic Development Purposes.

10. MINUTE ACTION:

A. Consent

1. Rejecting all Bids Received for the 2013 **Hogadon Chairlift Drive and Control System Project.**
2. Rejecting Base Bid and Three (3) Alternate Bids from **Caspar building Systems, Inc.,** for the **Mike Sedar Pool Project.**
3. Authorizing Purchase of **4 Ford Interceptor Sedans** from **Greiner Motor Company,** in the amount of \$99,408, Before Trade-In, to be Used in the Patrol Division of the Casper Police Department.
4. Appointing **Richard A. Jay** To The **Casper Public Utilities Advisory Board** to an Unexpired Term Ending December 31, 2015.

11. COMMUNICATIONS:

A. From Persons Present.

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

13. ADJOURNMENT

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
September 3, 2013

Casper City Council met in pre-meeting at 5:30 p.m., Tuesday, September 3, 2013. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Meyer, Powell, Sandoval and Mayor Schlager.

At 5:50 p.m., it was moved by Councilman Hedquist, seconded by Councilman Meyer, to adjourn into executive session to discuss contract negotiations. Motion passed unanimously.

At 5:58 p.m., it was moved by Councilman Bertoglio, seconded by Councilman Sandoval, to adjourn the executive session. Motion passed unanimously.

Casper City Council met in regular session at 6:00 p.m., Tuesday, September 3, 2013. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Meyer, Powell, Sandoval and Mayor Schlager.

Mayor Schlager led the audience in the Pledge of Allegiance.

Moved by Councilman Cathey, seconded by Councilman Bertoglio, to, by minute action, approve the minutes of the August 20, 2013, regular and August 27, 2013, Special, Regular Council meetings, as will be published in the Casper Star Tribune on September 4, 2013. Motion passed unanimously.

Moved by Councilman Bertoglio, seconded by Councilman Hedquist, to, by minute action, approve payment of the September 3, 2013, bills and claims, as audited by City Manager Patterson. Councilman Hedquist noted he wished to abstain from voting on invoices pertaining to Hedquist Construction and Mayor Schlager abstained from voting on Fleming Supply. Passed.

Bills and Claims
09/03/13

12-24	SRVC	\$1,000.00
5TrlsRotaryClub	Dues	\$700.00
71Const	Reprs	\$96,963.56
AAALndscpng	SRVC	\$2,241.08
AAASwr	SRVC	\$245.00
AakerSgns	Misc	\$25.00
ABoyle	Reimb	\$1,850.48
Ace	Supp	\$2,946.66
AceSndblst	Supp	\$750.00
Acuprt	Printing	\$592.50
Adby	SRVC	\$1,275.00
Adeco	SRVC	\$796.25
AHam	Reimb	\$47.00
Airgas	Supp	\$3,340.16
Albrtsns	Supp	\$148.94

AllianceForHistWY	Refunds	\$18.50
Alluretech	SRVC	\$42.00
Ambi	Mailing	\$1,071.20
Amerigas	Supp	\$328.85
AmerTitle	Reports	\$170.00
AmLin	Laundry	\$2,278.17
AmrcnEglClning	SRVC	\$2,150.00
AmTech	Body	\$573.08
AmWtrWrks	Supp	\$145.30
Appaloosa Brdcst	Ad	\$500.00
Aristatek	SRVC	\$3,584.00
Arrowhead	SRVC	\$180.00
AtlntcElct	SRVC	\$1,384.87
AtlsOff	Supp	\$3,495.76
AtoZTowing	Towing	\$95.00
Auto&Elect	Supp	\$77.00
BFry	Refunds	\$42.66
BHarpster	Refunds	\$16.48
BlckBrHvrsck	Supp	\$288.68
Bldrns	Supp	\$33.29
Blfil	SRVC	\$66,242.40
BlueTrack	SRVC	\$241.64
BrbcksRefg	Parts	\$198.00
Bresnan	SRVC	\$35.46
BrntgPcfc	Supp	\$89,470.58
BrsnComm	SRVC	\$274.79
BstBy	Supp	\$294.94
BuckCnsltnts	Consulting	\$4,500.00
Bushwells	Equip	\$7,073.25
BWnuk	Reimb	\$245.50
BWorley	Reimb	\$67.50
CACC	Funds	\$6,333.33
Carptone	Flooring	\$880.50
Cascade	Subscrip	\$99.00
CDalton	Refunds	\$20.23
CDWGvmt	Supp	\$300.69
Centurylink	Phone	\$839.21
CharterComm	Refunds	\$11,524.57
CivilEngPro	Misc	\$21,760.05
CKidder	Reimb	\$651.00
CllctnCntr	Collection	\$2,202.85
Cllgn	Supp	\$30.00
CmptrPros	Supp	\$606.95
Cmtrnx	SRVC	\$4,975.87
CntrlWyRgnWtr	SRVC	\$1,008,490.29
Cntrylnk	Phone	\$10,575.85

CoastalChemical	Supp	\$6,309.89
Coban	Supp	\$1,215.55
CofCsp	Misc	\$206.40
CommunicationTech	Supp	\$13,850.25
Conoco	Fuel	\$118.95
CowdinClning	SRVC	\$3,991.68
CPSDist	Supp	\$5,488.33
Cpu	SRVC	\$108.64
Cretex	Concrete	\$1,240.00
CrmEle	Supp	\$484.32
CRootJr.	Reimb	\$405.86
CrsntEle	Supp	\$548.77
Csllc	Supp	\$125.00
CspContr	Supp	\$6,167.95
CsprStarTrib	Subscrip	\$263.80
CsprTire	Supp	\$209.00
CspWnnlsn	Parts	\$201.52
CST	Ads	\$1,989.43
CSTAds	Ads	\$1,981.80
Cstlbrook	Misc	\$574.26
DakotaFence	SRVC	\$470.00
DblDWldng	Supp	\$560.00
Dbordeau	Reimb	\$47.00
DCourtade	Reimb	\$500.00
Dell	Supp	\$986.76
Dex	Ad	\$264.00
DFS	SRVC	\$10.00
DKepnr	Supp	\$3,233.50
DltDntlPln	Claims	\$31,430.43
DlxBsnssForms	Supp	\$84.46
DmndVogl	SRVC	\$192.09
DnvrIndSlc	Supp	\$4,949.23
DpcInd	Supp	\$10,879.19
DrvTrain	Parts	\$615.99
DSmith	Reimb	\$90.00
DsrtMtnCorp	Supp	\$20,899.95
DvdsonFxd	mgmt svc	\$6,757.67
ELafferty	Refunds	\$19.65
Elert&Assoc	SRVC	\$3,042.39
EnnisPnt	Supp	\$495.77
EnrgyLab	Tests	\$8,119.50
EntenmnnRovn	Parts	\$69.50
ERIEngnrng	SRVC	\$21,656.00
Esco	Supp	\$244.04
EstgateTrvl	SRVC	\$80.91
ExpressPrntng	Printing	\$444.15

FbrCrDryclnrs	Laundry	\$257.40
FedEx	Shipping	\$53.78
FegusonEnt	Supp	\$497.65
Fhr&Prs	SRVC	\$39,392.07
FIB	Fees	\$3,000.55
FIBPettyCsh	Funds	\$1,215.22
Flmng	Supp	\$48.72
FnshLnSys	Supp	\$11,795.41
FPryorSmnr	SRVC	\$384.00
FreedomPumpCntrl	repairs	\$1,038.07
FshrScien	Supp	\$461.24
FTremel	Reimb	\$389.39
GBSBenefits	SRVC	\$1,000.00
GeoTSndrs	Supp	\$61.34
GldrAsoc	SRVC	\$20,458.68
GMarsh	Fees	\$28,938.25
Golf&SportSol	Supp	\$623.04
GorderSouthGroup	Refunds	\$50.00
GrizzlyExcavating	SRVC	\$359,564.30
GrndvwPub	Supp	\$105.47
Grngr	Supp	\$3,805.36
GmrFrd	Supp	\$652.20
GSGArchitecture	SRVC	\$7,127.50
GunnersMtrs	Supp	\$163.00
HalliburtonServ	Refunds	\$166.86
HDREng	Contract	\$759.60
Hedqust	SRVC	\$1,978,819.71
Hensbattery	Supp	\$137.62
HghsUtilities	Supp	\$8.27
HGMakelim	Supp	\$828.93
HighPlainsConst	Supp	\$8,913.24
Hllcrst	Water	\$126.00
HmeDpt	Supp	\$132.89
Homx	Fuel	\$41,596.22
HoodsEquip	Supp	\$30.10
Hose&Rbr	Supp	\$61.88
HPCo.	Software	\$5,280.64
HrbrFrghTools	Tools	\$97.51
HseofPrinting	Printing	\$4,307.00
IDegattis	Refunds	\$32.72
IkonFin	SRVC	\$749.00
InKindSvc	Funds	\$2,103.50
Instlltion&SvcCo	Supp	\$240,432.58
InterHealthSol	Tests	\$875.00
IntrmtmMtrSls	Reprs	\$2,549.19
Isc	Equip	\$3,966.58

ITCElect	Supp	\$523.93
JcksTrk	Parts	\$270.85
JGall	Reimb	\$232.71
JHatcher	Reimb	\$20.00
JHenry	Refunds	\$56.28
JhnMeunier	Supp	\$11,089.80
JhnsnRbrts&Assoc	Tests	\$47.00
JHolt	Reimb	\$651.00
JirdnAgri	Parts	\$1,883.00
JJKllrAssoc	SRVC	\$2,239.00
JKCEng	SRVC	\$7,623.00
JLevin	Reimb	\$571.40
JMartinez	Reimb	\$350.00
JMoore	Reimb	\$651.00
JMurphy	Reimb	\$65.00
JNichols	Refunds	\$200.00
JOlson	Refunds	\$19.98
JPhillips	Refunds	\$655.00
JPotter	Refunds	\$15.48
JTresch	Refunds	\$500.00
Kiwanis	SRVC	\$175.00
KKing	Reimb	\$193.71
KnfeRvr	SRVC	\$9,951.64
Knkos	Printing	\$73.50
Knpp	Supp	\$214.10
Kone	SRVC	\$592.54
KStorbeck	Refunds	\$56.28
Lamr	Ads	\$2,600.00
LbrRdyCentral	Supp	\$1,688.78
Lina	Ins	\$289.98
Lipmn	Supp	\$53.84
LNCurtis&Sons	Supp	\$10,104.57
LongBldgTech	maint	\$37,970.00
LousGlvs	Supp	\$332.00
LWitko	Reimb	\$219.22
LyleSgns	SRVC	\$1,740.00
MadTrans	Towing	\$75.00
MAnderson	Reimb	\$15.84
Manpwr	SRVC	\$353.95
MaricSlS	Supp	\$656.20
Mastercard	SRVC	\$4,110.56
MBaker	Reimb	\$434.00
MedallionBks	Supp	\$128.55
Menard	Supp	\$261.91
Menards	Supp	\$797.58
MetechRecy	SRVC	\$2,221.72

MichlFnce	Supp	\$1,737.92
MidlndImp	Parts	\$1,572.00
MISIndustrSupp	Supp	\$327.99
MLara	Refunds	\$275.00
MorrisonMaierle	SRVC	\$19,480.25
Motorola	Supp	\$5,029.97
MtnStatesPipe	Supp	\$6,362.34
MtnStsLthgr	Supp	\$145.00
MTSeals&Pcking	SRVC	\$292.71
Napa	Parts	\$1,967.18
NBS	Ins	\$18,155.56
NCClerk	SRVC	\$57.00
Nevs	Uniforms	\$607.25
NolandFeed	Supp	\$41.91
Norco	Supp	\$899.50
NorthernDiv	Traing	\$85.00
NPrkTrnsprtion	Shipping	\$436.21
Nrthrop	Parts	\$234.50
OhlsonLavoie	SRVC	\$91,665.56
OilCtyPrinters	Printing	\$1,232.84
OneCallofWy	SRVC	\$938.25
O'reillyAuto	Supp	\$41.22
Orkin	SRVC	\$79.50
OvrhdDoor	Supp	\$227.15
Paciolan	SRVC	\$3,200.85
PblcRiskMgmt	Dues	\$385.00
Pdns	Misc	\$424.50
PentairValves	SRVC	\$660.00
PioneerSand	Supp	\$1,515.41
PoliceDept	SRVC	\$232.08
Popsh	Supp	\$72.50
PorterMuirhead	SRVC	\$60,000.00
ProKote	Equip	\$1,104.21
PSCC-COC	SRVC	\$1,280.92
PstlPros	Billing	\$11,859.52
PwrSvc	Supp	\$5,662.22
Pyrotchs	Supp	\$414.00
QltyOffSltns	Supp	\$13.23
R&RProd	Supp	\$215.68
RCarter	Refunds	\$24.03
RckyMtnPwr	SRVC	\$139,712.75
ReisEnvrnmntl	Supp	\$3,822.39
REV3	Supp	\$5,000.00
RxelRyall	Supp	\$3,304.00
RmshrnConst	SRVC	\$232,056.63
RootrSwr	SRVC	\$8,517.70

RotoRouter	SRVC	\$423.44
RRMgmt	SRVC	\$132.87
RSchulenberg	Reimb	\$39.90
SAmir	SRVC	\$300.00
Sams	Supp	\$1,944.97
SchererBros	SRVC	\$1,350.00
ScienceZne	Funds	\$25,000.00
SCogdill	Reimb	\$434.00
SecondRiverHeal	SRVC	\$32.21
ServeWy	Refunds	\$30.00
SftyKln	SRVC	\$4,266.76
SheetMtl	Supp	\$48,877.50
SHinchen	Refunds	\$29.61
ShrwnWlms	Supp	\$57.54
SimplotPrtnrs	Supp	\$591.90
Sirchie	Supp	\$478.39
SlrwndsWrldwide	Supp	\$1,795.00
Snapon	Tools	\$373.00
SrcGs	Gas	\$22,058.25
SstnableTrffc	SRVC	\$2,855.00
Staples	Supp	\$14.79
StarLine	Supp	\$123.80
StotzEquipment	SRVC	\$40,634.49
StWyOffStLnds	Fees	\$333,967.96
SuperiorMobility	SRVC	\$10,664.03
SuprStructCor	Supp	\$17,337.60
Suthrlnds	Supp	\$701.73
SWProWY	SRVC	\$631.50
Sysco	Supp	\$5,411.94
TAnel	Refunds	\$36.56
TBuckallew	Reimb	\$63.00
Terracon	Supp	\$4,324.58
TetraTech	Supp	\$1,029.00
TitanMach	Equip	\$700.54
TLO	SRVC	\$114.50
TopOff	SRVC	\$271.69
TrffcPrkngCntrl	Supp	\$3,606.05
TrffcPrts	Supp	\$667.50
Tribcsp.com	SRVC	\$79.00
TVasquez	Refunds	\$24.52
TwnsqrMedia	Advertising	\$1,339.00
Uline	Supp	\$148.22
UnionTelCo	SRVC	\$139.58
UntdWayNC	Misc	\$90.00
UOkPress	Publication	\$197.30
UPS	Shipping	\$559.85

UPSSStore	Shipping	\$17.36
UrgntCrNow	SRVC	\$1,647.00
UsWldng	Supp	\$5,731.26
UtlyBlISltns	Srvc	\$1,658.29
VermeerSales	Supp	\$365,915.36
ViperUnderground	SRVC	\$143,964.75
VnDiest	Supp	\$11,254.95
Volvo	Supp	\$2,305.66
Vrison	SRVC	\$2,883.12
VSP	Ins	\$1,048.28
WAMCAT	Seminar	\$65.00
WasteConn	SRVC	\$200.00
WDaniels	Refunds	\$500.00
Wear	Parts	\$62.55
WestGrp	Subscrip	\$1,750.20
WGudahl	Reimb	\$47.00
Wilbur-EllisCo	Supp	\$1,762.25
WirelessAdvncd	Supp	\$280.00
WMC	Refunds	\$600.00
WolfgangofWY	SRVC	\$3,333.33
WolvrnDist	Supp	\$605.37
WrdwllWtrSwr	Utility	\$58.14
WrightBrothers	SRVC	\$240,594.97
WrthngtnLenhrt&Carpntr	SRVC	\$412.50
Wstco	Supp	\$1,656.84
WstIAEI	Traing	\$325.00
WstrnPlnsEng	Supp	\$1,300.00
WstrnWtrCons	SRVC	\$17,237.20
WTrembath	Reimb	\$112.28
WtrEnvironmentFed	Subscrip	\$113.00
WtrwrksInd	Parts	\$792.82
WWT	SRVC	\$224,752.58
WYAssocRkMgmt	SRVC	\$1,864.23
WyDeptEmp	SRVC	\$3,430.94
Wydot	SRVC	\$58.23
WyEmrgncyMdclsvc	SRVC	\$300.00
WyMach	Parts	\$13.16
WyNaturalist	Ad	\$160.40
WyPlntCo	Supp	\$150.00
WYScrtryofState	SRVC	\$30.00
WySldWaste&Recycling	Seminar	\$1,000.00
WyStl	Supp	\$6,316.20
WyTrdng	Supp	\$209.50
WyWtrDevComm	Appfee	\$9,750.00
Xerox	Supp	\$487.10
	Total	\$6,627,062.40

Mayor Schlager opened the public hearing for the consideration of the appeal of the denial of a conditional use permit for a manufactured mobile home at 1154 East Burlington Avenue. Councilman Meyer recused himself from the discussion and left the room.

City Attorney Luben entered 11 exhibits, and City Manager Patterson provided a brief report.

Those individuals speaking in favor of the appeal were: Keith Bynum, 1154 East Burlington Avenue; Donna Bonicelli, 1135 East Burlington Avenue; and Carol Emerson, 1036 East Burlington Avenue.

No individuals spoke in opposition to the appeal. There being no others to speak for or against the appeal, the public hearing was closed.

Following resolution read:

A RESOLUTION UPHOLDING THE DECISION OF THE CASPER, WYOMING PLANNING AND ZONING COMMISSION IN DENYING A CONDITIONAL USE PERMIT FOR A MANUFACTURED MOBILE HOME IN AN M-1 (LIMITED INDUSTRIAL) ZONING DISTRICT, ON LOTS 25-28, BLOCK 10, BURLINGTON ADDITION TO THE CITY OF CASPER, WYOMING LOCATED AT 1154 EAST BURLINGTON AVENUE.

Councilman Bertoglio presented the foregoing resolution for adoption. Seconded by Councilman Sandoval. With all members voting nay, except Councilman Bertoglio, motion failed.

Following resolution read:

A RESOLUTION REVERSING THE DECISION OF THE CITY OF CASPER, WYOMING PLANNING AND ZONING COMMISSION IN DENYING THE CONDITIONAL USE PERMIT FOR A MANUFACTURED MOBILE HOME IN AN M-1 (LIMITED INDUSTRIAL) ZONING DISTRICT, ON LOTS 25-28, BLOCK 10, BURLINGTON ADDITION, LOCATED AT 1154 EAST BURLINGTON AVENUE.

Councilman Hedquist presented the foregoing resolution for adoption. Seconded by Councilman Sandoval. Councilman Bertoglio then made some comments and moved to amend the resolution to require both compliance with the conditional use permit within 90 days of issuance and the termination of camping on the property thereafter. Motion was seconded by Councilman Hopkins. After further discussion a vote on the amended motion resulted in ayes from Councilmen Bertoglio, Cathey, Hopkins and Mayor Schlager, and nays from Councilmen Goodenough, Hedquist, Powell and Sandoval. Failed. A vote on the original resolution resulted in all ayes except Councilman Bertoglio and Cathey. Passed.

Moved by Councilman Hedquist, seconded by Councilman Bertoglio, to, by minute action cancel the public hearing for the transfer of ownership of Retail Liquor License No. 32. Councilman Meyer returned to the room. Motion passed unanimously.

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

Following ordinances read:

ORDINANCE NO. 22 -13

AN ORDINANCE APPROVING A REPLAT CREATING WHISPERING SPRINGS, LOTS 8A, 9A AND 10B, BLOCK 5; AND A ZONE CHANGE OF SAID LOTS TO ADJUST THE BOUNDARY OF THE R -2 (ONE UNIT RESIDENTIAL) AND R -3 (ONE TO FOUR UNIT RESIDENTIAL) ZONING DISTRICTS TO FOLLOW THE NEW SHARED LOT LINE.

WHEREAS an application has been made to replat Lots 8, 9 and 10A, Block 5, Whispering Springs Addition, as Whispering Springs, Lots 8A, 9A and 10B, Block 5, a Subdivision of the City of Casper, Wyoming; and,

WHEREAS an application has been made to rezone proposed Lots 8A and 9A as R-3 (One to Four Unit Residential), and proposed Lot 10B as R -2 (One Unit Residential); and,

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

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

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

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

SECTION 1:

That the above described zone change is hereby approved.

SECTION 2:

The replat, as described above, is hereby approved.

SECTION 3:

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

PASSED on 1st reading the 6th day of August, 2013.

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

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

ORDINANCE NO. 23 -13
AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT
5, BLOCK 59 OF THE CASPER ADDITION SUBDIVISION IN
THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described lot from zoning classification M -1 (Limited Industrial) to C -3 (Central Business); and,

WHEREAS, after a public hearing on June 25, 2013, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 5, Block 59, Casper Addition, more commonly known as 315 North Kimball Street, is hereby rezoned from zoning classification M -1 (Limited Industrial) to C -3 (Central Business).

SECTION 2:

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

PASSED on 1st reading the 6th day of August, 2013.

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

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

ORDINANCE NO. 24 -13
AN ORDINANCE APPROVING THE VACATION OF THE
ALLEY LOCATED IN BLOCK 91, CASPER ADDITION.

WHEREAS, Natrona County School District No. 1 has requested a vacation of the alley located within Block 91, Casper Addition; and,

WHEREAS, Natrona County School District No. 1 has submitted a petition containing the signatures of a majority of the owners who own a majority of the property abutting the alley proposed to be vacated and extending three hundred (300) feet in all directions from the alley to be vacated under W. S. §15 -4 -305; and,

WHEREAS, all affected utility companies have signed consent to release and abandonment of the alley; and,

WHEREAS, the City of Casper has determined that the alley within Block 91 of the Casper Addition can be vacated without adversely impacting utility services; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of the alley located within Block 91, Casper Addition, as described herein.

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

SECTION 1:

The vacation of the alley located within Block 91, Casper Addition is hereby approved.

SECTION 2:

Pursuant to W.S. §34 -12 -109, the ownership of said alley shall revert to the adjoining property owner(s) by operation of law.

SECTION 3:

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

PASSED on 1st reading the 6th day of August, 2013.

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

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

ORDINANCE NO. 25 -13

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF SOUTH SPRUCE STREET, AND A PORTION OF WEST 20 STREET, BOTH LOCATED WITHIN THE COMMUNITY PARK ADDITION TO THE CITY OF CASPER.

WHEREAS, College Heights Baptist Church has requested a vacation of all of that portion of South Spruce Street lying south of the southerly right -of -way line of West 19th Street, and north of the northerly right -of -way line of West 20th Street, adjacent to Blocks 12 and 13, Community Park Addition; and,

WHEREAS, College Heights Baptist Church has also requested a vacation of all of that portion of West 20 Street not previously vacated, lying south of Block 12, and north of Block 20, immediately east of the westerly right-of-way line of South Spruce Street and west of the fifty (50) foot wide Intercepting Ditch, Community Park Addition; and,

WHEREAS, the College Heights Baptist Church has submitted a petition containing the signatures of a majority of the owners who own a majority of the property abutting the streets proposed to be vacated and extending three hundred (300) feet in all directions from the streets to be vacated under W. S. §15 -4 -305; and,

WHEREAS, the utility companies have signed consent to release and abandonment of the right-of-ways; and,

WHEREAS, the City of Casper has determined that the undeveloped streets located within the Community Park Addition can be vacated without adversely impacting utility services and traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacations of those portions of South Spruce Street and West 20th Street, located in the Community Park Addition, as described herein.

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

SECTION 1:

The vacation of that portion of South Spruce Street lying south of the southerly right-of-way line of West 19th Street and north of the northerly right -of -way line of West 20th Street, located adjacent to Blocks 12 and 13, Community Park Addition, as shown on Exhibit "A ", which is hereby incorporated by reference as though fully set forth, is hereby approved.

SECTION 2:

The vacation of all of that portion of West 20th Street not previously vacated, lying south of Block 12, and north of Block 20, immediately east of the westerly right-of-way line of South Spruce Street and west of the fifty (50) foot wide Intercepting Ditch, Community Park Addition, as shown on Exhibit "A ", is hereby approved.

SECTION 3:

Pursuant to W.S. §34 -12 -109, the ownership of those portions of South Spruce Street and West 20th Street vacated herein shall revert to the adjoining property owner(s) by operation of law.

SECTION 4:

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

PASSED on 1st reading the 6th day of August, 2013.

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

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

Councilman Powell presented the four (4) foregoing ordinances for approval, on third reading. Seconded by Councilman Bertoglio. Passed.

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

Following ordinances read:

ORDINANCE NO. 26-13

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

ORDINANCE NO. 27-13

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

Councilman Hopkins presented the foregoing ordinances for adoption, on second reading. Seconded by Councilman Bertoglio. All voted aye except Councilmen Bertoglio, Meyer and Sandoval who abstained from voting on Ordinance No. 27-13.

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

RESOLUTION NO. 13 -220

A RESOLUTION RESCINDING RESOLUTION NO. 10 -295 AND AUTHORIZING A LEASE AGREEMENT WITH MOUNTAIN SPORTS FOR OPERATION OF A SKI EQUIPMENT RENTAL OPERATION AT HOGADON SKI AREA.

RESOLUTION NO. 13 -221

A RESOLUTION AUTHORIZING A CONTRACT WITH ZUNESIS, INC. TO PROVIDE A HEALTH CHECK ON CURRENT IT INFRASTRUCTURE AND A SUBSEQUENT UPDATE TO CITY'S VIRTUALIZED ENVIRONMENT.

RESOLUTION NO. 13 -222

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION SERVICES RELATED TO THE SALT CREEK HIGHWAY AND US 20/26 BYPASS SANITARY SEWER REALIGNMENT PROJECT.

RESOLUTION NO. 13 -223

A RESOLUTION AUTHORIZING AN AGREEMENT WITH AMERICAN CIVIL CONSTRUCTORS, INC., FOR THE GOLF COURSE IRRIGATION IMPROVEMENTS PROJECT.

RESOLUTION NO. 13 -224

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH PEAKS TO PLAINS DESIGN, PC, FOR THE INTERSTATE 25 & SHOSHONI INTERCHANGE LANDSCAPING PROJECT.

RESOLUTION NO. 13 -225

A RESOLUTION AUTHORIZING AN UNDERGROUND RIGHT -OF -WAY EASEMENT WITH ROCKY MOUNTAIN POWER FOR INSTALLATION OF UNDERGROUND POWER LINE FOR THE NEW CASPER FIRE -EMS STATION NO. 2, PROJECT NO. 11 -49.

RESOLUTION NO. 13 -226

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

Councilman Meyer presented the foregoing seven (7) resolutions for adoption. Seconded by Councilman Bertoglio. A vote on the resolutions resulted in all ayes except Councilman Hedquist voted nay on Resolution No. 13-224 and Councilmen Cathey, Goodenough and Sandoval voted nay on Resolution No. 13-226.

Moved by Councilman Sandoval, seconded by Councilman Hopkins, to, by minute action, authorize the termination of contract for professional services with Inberg-Miller Engineers for design and construction administration services related to the North Poplar Street and Midwest Avenue signal installation project.

City Manager Patterson provided a brief report.

All voted aye to the motion pertaining to the termination of contract except Councilmen Hedquist and Meyer. Passed.

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

- 1) authorize the purchase of one new Spartan Gladiator aerial truck from Spartan ERV, Brandon, South Dakota, in the amount not to exceed \$975,000 including specified options.
- 2) authorize the purchase of a Magic Carpet Lift for Hogadon, from Magic Carpet Lifts, Inc., Denver, Colorado in the amount not to exceed \$191,150.

All voted aye, except Councilman Sandoval who voted nay to the purchase of the Magic Carpet Lift.

Individuals addressing the Council were: Pat Sweeney, 123 West "E" Street, and Deven Howe, no address given.

Mayor Schlager noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, September 10, 2013, in the Council's meeting room; and a regular Council meeting to be held at 6:00 p.m., Tuesday, September 17, 2013, in the Council Chambers.

Moved by Councilman Bertoglio, seconded by Councilman Hopkins, to, by minute action, adjourn. Motion passed unanimously.

The meeting was adjourned at 7:10 p.m.

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

12-24 CLUB

0031 METH CONF LUNCH

\$116.00

\$116.00 Subtotal for Dept. Police Grants

\$116.00 Subtotal for Vendor

71 CONSTRUCTION

1554-2R RET PAY 2013 ART COLL RECONST

\$9,443.31

\$9,443.31 Subtotal for Dept. Capital Projects

\$9,443.31 Subtotal for Vendor

71 CONSTRUCTION, INC.

1554-2 RETAINAGE

(\$9,443.31)

(\$9,443.31) Subtotal for Dept. Capital Projects

1554-2 2013 ARTERIAL AND COLLECTOR

\$94,433.14

1538-3 CONSTRUCTION OF FT CASPAR

\$97,983.00

\$192,416.14 Subtotal for Dept. Streets

\$182,972.83 Subtotal for Vendor

A TO Z TOWING LLC.

13C-108 TOWING

\$115.00

13N-217 TOWING

\$130.00

13N-218 TOWING

\$130.00

13N-205 TOWING

\$125.00

13N-198 TOWING

\$65.00

13N-200 TOWING

\$65.00

13C-116 TOWING

\$85.00

13N-208 TOWING

\$130.00

13N-209 TOWING

\$130.00

\$975.00 Subtotal for Dept. Police

\$975.00 Subtotal for Vendor

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

13-8-219 POSTAGE

\$2.94

\$2.94 Subtotal for Dept. Balefill

13-8-401 POSTAGE

\$8.72

\$8.72 Subtotal for Dept. City Attorney

13-8-403 POSTAGE

\$1.75

\$1.75 Subtotal for Dept. City Manager

13-8-404 POSTAGE

\$18.09

\$18.09 Subtotal for Dept. Engineering

13-8-406 POSTAGE

\$260.90

\$260.90 Subtotal for Dept. Finance

13-8-407 POSTAGE

\$14.63

\$14.63 Subtotal for Dept. Fire

13-8-225 POSTAGE

\$32.06

\$32.06 Subtotal for Dept. Fort Caspar

13-8-229 POSTAGE

\$22.14

\$22.14 Subtotal for Dept. Human Resources

13-8-227 POSTAGE

\$6.54

\$6.54 Subtotal for Dept. Metro Animal

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

13-8-415 POSTAGE	\$13.70	
13-8-236 POSTAGE	\$49.31	
13-8-237 POSTAGE	\$787.08	
13-8-244 POSTAGE	\$210.98	
13-8-414 POSTAGE	\$287.53	
	\$1,348.60	Subtotal for Dept. Police
13-8-232 POSTAGE	\$6.54	
	\$6.54	Subtotal for Dept. Property & Liability Insurance
13-8-416 POSTAGE	\$24.73	
13-8-416 POSTAGE	\$74.18	
	\$98.91	Subtotal for Dept. Recreation
13-8-233 POSTAGE	\$25.95	
	\$25.95	Subtotal for Dept. Refuse Collection
13-8-234 POSTAGE	\$2.18	
	\$2.18	Subtotal for Dept. Traffic
13-8-235 POSTAGE	\$75.42	
	\$75.42	Subtotal for Dept. Waste Water
13-8-412 POSTAGE	\$37.86	
13-8-231 POSTAGE	\$2.73	
	\$40.59	Subtotal for Dept. Water
	\$1,965.96	Subtotal for Vendor

ACE HARDWARE

088634 OPS SUPPLIES	\$21.05	
	\$21.05	Subtotal for Dept. Balefill
088720 DECK SPRAYER POLY	\$49.98	
088769 DRILL BIT, CLAMP	\$38.91	
088710 ROLLER FOAM, PAINTBRUSH FOAM	\$23.89	
088731 WIRE BRUSH	\$4.99	
088810 SANDPAPR, RSTP SPRY	\$19.46	
088728 GARDEN AND DECK SPRAYER	\$40.98	
	\$178.21	Subtotal for Dept. Parks
088707 FLEET KEYS	\$29.90	
	\$29.90	Subtotal for Dept. Police
088428 KCB	\$25.95	
	\$25.95	Subtotal for Dept. Refuse Collection
088106 GAS CAN	\$32.99	
	\$32.99	Subtotal for Dept. Streets
088733 BATTERIES	\$27.98	
	\$27.98	Subtotal for Dept. Traffic
088692 WEED TRIMMER LINE	\$27.98	
	\$27.98	Subtotal for Dept. Waste Water
	\$344.06	Subtotal for Vendor

ADECCO USA, INC.

66774297 WAITER, KITCHEN AIDE	\$1,144.00	
66794052 KITCHEN AIDE	\$71.50	
	\$1,215.50	Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$1,215.50 Subtotal for Vendor

ADVANCED THERMAL SOLUTIONS INC.
1332-3402 WALK-IN COOLER REPAIR

\$261.00
\$261.00 Subtotal for Dept. Golf Course
\$261.00 Subtotal for Vendor

ALLIED INSURANCE
BD 7900403909 NOTARY

\$50.00
\$50.00 Subtotal for Dept. Police
\$50.00 Subtotal for Vendor

ALTITUDE VETERINARY HOSPITAL
539463 VET SERVICES

\$97.69
\$97.69 Subtotal for Dept. Metro Animal
\$97.69 Subtotal for Vendor

AMEC ENVIRONMENTAL & INFRASTRUCTURE INC.
X17327533 GIS RIGHT OF WAY FEATURE CLASS
X17327533 GIS RIGHT OF WAY FEATURE CLASS

\$1,372.62
\$13,060.78
\$14,433.40 Subtotal for Dept. Metropolitan Planning
\$14,433.40 Subtotal for Vendor

AMERICAN ASSOC. OF POLICE POLYGRAPHISTS
14-3381 RENEW MEMBERSHIP

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

AMERICAN LINEN, INC.
LCAS794607 LAUNDRY
LCAS794607 LAUNDRY

\$1.90
\$59.71
\$61.61 Subtotal for Dept. Balefill

LCAS796840 MATS
LCAS794607 MATS

\$3.25
\$48.91
\$52.16 Subtotal for Dept. Buildings And Grounds

LCAS794526 LAUNDRY
LCAS795037 LAUNDRY
LCAS797284 LAUNDRY

\$98.38
\$52.30
\$51.95
\$202.63 Subtotal for Dept. Casper Events Center

LCAS796840 LAUNDRY

\$133.01
\$133.01 Subtotal for Dept. Garage

LCAS794607 LAUNDRY

\$16.10
\$16.10 Subtotal for Dept. Refuse Collection

LCAS796837 LAUNDRY
RIN0022432 LAUNDRY
RIN0022429 LAUNDRY
LCAS798600 LAUNDRY

\$54.74
\$101.22
(\$50.00)
\$51.22
\$157.18 Subtotal for Dept. Sewer

LCAS796842 LAUNDRY

\$142.05
\$142.05 Subtotal for Dept. Streets

LCAS796841 LAUNDRY

\$23.80

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

LCAS794593 LAUNDRY
LCAS793831 LAUNDRY
LCAS798599 LAUNDRY
LCAS796836 LAUNDRY

\$23.80 Subtotal for Dept. Traffic
\$140.01
\$20.00
\$140.83
\$156.71

LCAS794966 LAUNDRY
LCAS798951 LAUNDRY
LCAS797206 LAUNDRY
LCAS797207 LAUNDRY
LCAS798950 LAUNDRY
LCAS794965 LAUNDRY

\$457.55 Subtotal for Dept. Waste Water
\$116.35
\$116.35
\$17.28
\$116.35
\$17.28
\$17.28

LCAS794964 MATS
LCAS797205 MATS

\$400.89 Subtotal for Dept. Water
\$38.78
\$38.78

\$77.56 Subtotal for Dept. Water Treatment Plant
\$1,724.54 Subtotal for Vendor

AMERICAN SAFETY ASSOC. OF COLORADO
40213 BOOTS

\$321.00
\$321.00 Subtotal for Dept. Fire
\$321.00 Subtotal for Vendor

AMERICAN WATER WORKS ASSOC.
7000691145 DUES

\$170.00
\$170.00 Subtotal for Dept. Water

7000706970 WEBINAR

\$255.00
\$255.00 Subtotal for Dept. Water Treatment Plant
\$425.00 Subtotal for Vendor

AMERIGAS - CASPER
801269049 PROPANE

\$124.03
\$124.03 Subtotal for Dept. Balefill
\$31.89

42631187 PROPANE

\$31.89 Subtotal for Dept. Casper Events Center
\$155.92 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.
11723 SLIDER WLD PUSH PLATE

\$363.35
\$363.35 Subtotal for Dept. Garage
\$363.35 Subtotal for Vendor

ANTLER WORKS
155897 WHISTLES

\$141.00
\$141.00 Subtotal for Dept. Fort Caspar
\$141.00 Subtotal for Vendor

ARCAS TECH. INC.
12810 PHONE REPAIR

\$34.93
\$34.93 Subtotal for Dept. Information Services
\$34.93 Subtotal for Vendor

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

AT & T MOBILITY

X08232013 WIRELESS ACCESS

\$40.29
\$40.29 Subtotal for Dept. Police
\$40.29 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

4727 REPAIR UF CABLE ST JOHN/K
4726 CHECKED CONDUIT 5TH/DURBIN

\$174.72
\$70.00
\$244.72 Subtotal for Dept. Traffic
\$244.72 Subtotal for Vendor

ATLAS OFFICE PRODUCTS

215979I OFFICE SUPPLIES
215926I OFFICE SUPPLIES

\$193.98
\$141.75
\$335.73 Subtotal for Dept. Casper Events Center

216625 OFFICE SUPPLIES
216325 OFFICE SUPPLIES
216407 OFFICE SUPPLIES

\$15.24
\$56.44
(\$9.39)
\$62.29 Subtotal for Dept. City Attorney

216254I OFFICE SUPPLIES

\$109.74
\$109.74 Subtotal for Dept. Council

215334I OFFICE SUPPLIES
215801I OFFICE SUPPLIES
216273I OFFICE SUPPLIES

\$31.43
\$50.10
\$26.80
\$108.33 Subtotal for Dept. Engineering

216280 OFFICE SUPPLIES
216435 OFFICE SUPPLIES
215881 OFFICE SUPPLIES

\$19.09
\$29.42
\$65.51
\$114.02 Subtotal for Dept. Fire

215763I OFFICE SUPPLIES

\$18.96
\$18.96 Subtotal for Dept. Health Insurance

215628I OFFICE SUPPLIES

\$53.91
\$53.91 Subtotal for Dept. Human Resources

216409 OFFICE SUPPLIES
215879 OFFICE SUPPLIES

\$83.58
\$17.46
\$101.04 Subtotal for Dept. Information Services

216489 OFFICE SUPPLIES
214786 OFFICE SUPPLIES
214786 OFFICE SUPPLIES
216489 OFFICE SUPPLIES

\$10.54
\$57.93
\$6.09
\$1.11
\$75.67 Subtotal for Dept. Metropolitan Planning

216489 OFFICE SUPPLIES

\$40.96
\$40.96 Subtotal for Dept. Planning

215424I OFFICE SUPPLIES

\$17.51
\$17.51 Subtotal for Dept. Property & Liability Insurance

215934 OFFICE SUPPLIES

\$12.56
\$12.56 Subtotal for Dept. Streets

216099I OFFICE SUPPLIES
215877I OFFICE SUPPLIES

\$32.74
\$89.38

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

2158901 OFFICE SUPPLIES
2164041 OFFICE SUPPLIES

\$3.80
\$225.02
\$350.94 Subtotal for Dept. Waste Water

2157841 OFFICE SUPPLIES

\$130.02
\$130.02 Subtotal for Dept. Water

215600 OFFICE SUPPLIES
215658 OFFICE SUPPLIES

\$93.26
\$44.34
\$137.60 Subtotal for Dept. Water Treatment Plant
\$1,669.28 Subtotal for Vendor

ATLAS REPRODUCTION

105939 PRINTING

\$12.00
\$12.00 Subtotal for Dept. Planning
\$12.00 Subtotal for Vendor

AUTOMATION & ELECTRONICS, INC.

H-145581 REWIRE DECANT

\$370.00
\$370.00 Subtotal for Dept. Water Treatment Plant
\$370.00 Subtotal for Vendor

B&B RUBBER STAMP SHOP, LLC.

114425 NOTARY STAMP

\$29.50
\$29.50 Subtotal for Dept. Police
\$29.50 Subtotal for Vendor

B&W CRANE SERVICE

13623 CRANE AC UNITS ON & OFF

\$960.00
\$960.00 Subtotal for Dept. Garage
\$960.00 Subtotal for Vendor

BACKFLOW APPARATUS & VALVE

634178 3/4" RET.

632983 REPAIR KITS, ADAPTER

\$18.90
\$455.00
\$473.90 Subtotal for Dept. Water
\$473.90 Subtotal for Vendor

BALEFILL

247/104029 SANITATION
247/104241 SANITATION
247/104344 SANITATION
247/104175 SANITATION
247/104304 SANITATION
247/104208 SANITATION
247/104364 SANITATION
247/103964 SANITATION
247/103218 SANITATION

\$47.85
\$34.65
\$525.00
\$15.00
\$37.05
\$15.00
\$15.00
\$15.00
\$15.00
\$719.55 Subtotal for Dept. Parks

2772/103955 SANITATION
2772/104046 SANITATION
2772/104199 SANITATION
2772/103211 SANITATION
2772/103989 SANITATION

\$6,303.15
\$5,614.35
\$10,864.50
\$6,183.45
\$5,944.50

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

2772/104264 SANITATION	\$5,833.35	
2772/104339 SANITATION	\$5,026.05	
2772/104322 SANITATION	\$5,587.20	
2772/104379 SANITATION	\$6,072.75	
2772/104167 SANITATION	\$5,147.55	
	\$62,576.85	Subtotal for Dept. Refuse Collection
1666/104334 SANITATION	\$997.50	
1666/104254 SANITATION	\$107.55	
	\$1,105.05	Subtotal for Dept. Streets
1276/104263 SANITATION	\$5,279.88	
1276/103954 SANITATION	\$104.40	
	\$5,384.28	Subtotal for Dept. Waste Water
	\$69,785.73	Subtotal for Vendor
BAR-D SIGNS, INC.		
24516 VEHICLE STRIPING	\$915.00	
	\$915.00	Subtotal for Dept. Police Dept
24542 FLAG POLE	\$780.00	
	\$780.00	Subtotal for Dept. Property & Liability Insurance
	\$1,695.00	Subtotal for Vendor
BENJAMIN MATTILA		
2659 CLOTHING ALLOWANCE	\$138.46	
01HH CLOTHING ALLOWANCE	\$157.49	
	\$295.95	Subtotal for Dept. Police
	\$295.95	Subtotal for Vendor
BENTZ'S TOWN PUMP		
RIN0022478 FUEL	\$23,609.47	
	\$23,609.47	Subtotal for Dept. Garage
	\$23,609.47	Subtotal for Vendor
BEST BUY STORES, L.P.		
1358306 MOBILE COMMAND MONITOR	\$99.99	
	\$99.99	Subtotal for Dept. Communications Center
1381043 COUNCIL IPADS	\$25.00	
	\$25.00	Subtotal for Dept. Council
	\$124.99	Subtotal for Vendor
BETSY ROSS FLAG GIRLS, INC.		
807241-N 6X10' COTTON 36 STAR FLAG	\$242.00	
	\$242.00	Subtotal for Dept. Fort Caspar
	\$242.00	Subtotal for Vendor
BLOEDORN LUMBER BUILDING MATERIALS		
1286815 S0101 SQUARE SPEED	\$13.94	
1281570 QUIKCRETE CONCRETE	\$94.40	
	\$108.34	Subtotal for Dept. Parks
1291554 REBAR	\$22.26	
	\$22.26	Subtotal for Dept. Streets
97679 EFF SAMPLE SHED MATERIALS	(\$30.76)	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

1279415	EFFLUENT SAMPLE SHED MATERIALS	\$15.32	
1286670	EFFLUENT SAMPLE SHED MATERIALS	\$14.88	
12644720	EFFLUENT SAMPLE SHED MATERIALS	\$467.44	
		\$466.88	Subtotal for Dept. Waste Water
		\$597.48	Subtotal for Vendor

BOOMTOWN COMMERCIAL SWEEPING, LLC.

RIN0022486	WEED CONTRACT	\$939.87	
2701	WEED CONTRACT	\$1,947.55	
2700	WEED CONTRACT	\$1,416.96	
		\$4,304.38	Subtotal for Dept. Code Enforcement
		\$4,304.38	Subtotal for Vendor

BRENNTAG PACIFIC, INC.

BPI333236	FERRIC	\$8,758.89	
BPI336043	FERRIC	\$8,828.92	
BPI335060	FERRIC	\$9,315.73	
BPI334197	FERRIC	\$8,701.82	
BPI338437	FERRIC	\$8,877.62	
BPI335061	FERRIC	\$9,232.65	
		\$53,715.63	Subtotal for Dept. Water Treatment Plant
		\$53,715.63	Subtotal for Vendor

BRESNAN COMMUNICATIONS/OPTIMUM

RIN0022480	INTERNET SERVICE	\$11.20	
		\$11.20	Subtotal for Dept. Balefill
RIN0022480	INTERNET SERVICE	\$29.88	
		\$29.88	Subtotal for Dept. Casper Events Center
RIN0022480	INTERNET SERVICE	\$9.34	
		\$9.34	Subtotal for Dept. City Attorney
RIN0022480	INTERNET SERVICE	\$9.36	
		\$9.36	Subtotal for Dept. City Manager
RIN0022480	INTERNET SERVICE	\$14.94	
		\$14.94	Subtotal for Dept. Code Enforcement
RIN0022480	INTERNET SERVICE	\$16.80	
		\$16.80	Subtotal for Dept. Council
RIN0022480	INTERNET SERVICE	\$24.27	
		\$24.27	Subtotal for Dept. Engineering
RIN0022480	INTERNET SERVICE	\$37.34	
		\$37.34	Subtotal for Dept. Finance
RIN0022480	INTERNET SERVICE	\$37.34	
		\$37.34	Subtotal for Dept. Fire
RIN0022480	INTERNET SERVICE	\$1.87	
		\$1.87	Subtotal for Dept. Fort Caspar
RIN0022480	INTERNET SERVICE	\$11.20	
		\$11.20	Subtotal for Dept. Garage
RIN0022480	INTERNET SERVICE	\$1.87	
		\$1.87	Subtotal for Dept. Golf Course
RIN0022480	INTERNET SERVICE	\$5.60	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

		\$5.60	Subtotal for Dept.	Hogadon
RIN0022480 INTERNET SERVICE		\$14.94		
		\$14.94	Subtotal for Dept.	Human Resources
RIN0022480 INTERNET SERVICE		\$5.60		
		\$5.60	Subtotal for Dept.	Ice Arena
RIN0022480 INTERNET SERVICE		\$21.56		
		\$21.56	Subtotal for Dept.	Information Services
RIN0022480 INTERNET SERVICE		\$18.67		
		\$18.67	Subtotal for Dept.	Metro Animal
RIN0022480 INTERNET SERVICE		\$0.36		
RIN0022480 INTERNET SERVICE		\$3.38		
		\$3.74	Subtotal for Dept.	Metropolitan Planning
RIN0022480 INTERNET SERVICE		\$11.20		
		\$11.20	Subtotal for Dept.	Municipal Court
RIN0022480 INTERNET SERVICE		\$16.80		
		\$16.80	Subtotal for Dept.	Parks
RIN0022480 INTERNET SERVICE		\$5.60		
		\$5.60	Subtotal for Dept.	Planning
RIN0022480 INTERNET SERVICE		\$82.16		
		\$82.16	Subtotal for Dept.	Police
RIN0022480 INTERNET SERVICE		\$18.67		
		\$18.67	Subtotal for Dept.	Recreation
RIN0022480 INTERNET SERVICE		\$3.73		
		\$3.73	Subtotal for Dept.	Streets
RIN0022480 INTERNET SERVICE		\$3.73		
		\$3.73	Subtotal for Dept.	Traffic
RIN0022480 INTERNET SERVICE		\$13.07		
		\$13.07	Subtotal for Dept.	Waste Water
RIN0022480 INTERNET SERVICE		\$18.67		
		\$18.67	Subtotal for Dept.	Water
		\$449.15	Subtotal for Vendor	

BRIDGER STEEL

004954 EFF SAMPLE ENCLOSURE MATERIALS

	\$558.88		
	\$558.88	Subtotal for Dept.	Waste Water
	\$558.88	Subtotal for Vendor	

BUSINESS OUTFITTERS

25272 COPIES
25274 COPIES

	\$289.08		
	\$99.79		
	\$388.87	Subtotal for Dept.	Fire

25272 COPIES
25274 COPIES

	\$176.70		
	\$8.08		
	\$184.78	Subtotal for Dept.	Health Insurance

25274 COPIES
25272 COPIES

	\$25.70		
	\$48.06		
	\$73.76	Subtotal for Dept.	Human Resources

25272 COPIES

\$9.60

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$9.60 Subtotal for Dept. Property & Liability Insurance
\$657.01 Subtotal for Vendor

CADDIE SHACK RESTAURANT
 BUF7907 LUNCH-GOLF TOURNAMENT

\$930.00
\$930.00 Subtotal for Dept. Human Resources
\$930.00 Subtotal for Vendor

CALIFORNIA CONTRACTORS SUPPLIES, INC.
 J J 82374 GREEN SAFETY VESTS

\$716.40
\$716.40 Subtotal for Dept. Fire
\$716.40 Subtotal for Vendor

CAMPBELL PET CO.
 0293519-IN LEASHES

\$806.60
\$806.60 Subtotal for Dept. Metro Animal
\$806.60 Subtotal for Vendor

CASPER ANIMAL MEDICAL CENTER
 118490 VET CARE K-9

\$16.80
\$16.80 Subtotal for Dept. Police
\$16.80 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

RIN0022421 JULY 13 FTA BUS EXPS \$46,050.00
 RIN0022419 JULY 13 CATC WEEKEND EXPS \$4,867.00
 RIN0022422 JULY 13 CITY BUS EXPS \$37,307.00
 RIN0022417 JUL 13 CITY CATC EXPS \$23,826.00
 RIN0022418 JULY 13 BUS WEEKEND EXPS \$12,635.00
 RIN0022420 JULY 13 FTA CATC \$100,172.00

\$224,857.00 Subtotal for Dept. C.A.T.C.
\$224,857.00 Subtotal for Vendor

CASPER COLLEGE - CONTINUING EDUCATION

000649411 TRAINING \$195.00
\$195.00 Subtotal for Dept. City Manager

 000645194 TRAINING \$195.00
 000645172 TRAINING \$195.00
 000649399 TRAINING \$195.00
 000649398 TRAINING \$195.00
 000645171 TRAINING \$195.00
 000647462 TRAINING \$195.00
 000649405 TRAINING \$195.00
 000645189 TRAINING \$195.00
 000645195 TRAINING \$195.00
 000645187 TRAINING \$195.00
 000647452 TRAINING \$195.00
 000645180 TRAINING \$195.00
 000647448 TRAINING \$195.00
\$2,535.00 Subtotal for Dept. Police

 000660810 TRAINING (\$184.00)
 000646127 TRAINING \$204.00

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

000645329 TRAINING

\$215.00
\$235.00 Subtotal for Dept. Waste Water
\$2,965.00 Subtotal for Vendor

CASPER CONTRACTORS SUPPLY, INC.

1447941 ADA TILES

\$2,159.40
\$2,159.40 Subtotal for Dept. City Hall

1448122 IRRIGATION

\$23.30
\$23.30 Subtotal for Dept. Parks

1448172 CONCRETE BLADES

\$733.41

1447570 FLOAT, EXPANSION JOINTS

\$72.54

1448054 KNEE PADS, WAX CURE

\$183.42

1447863 KNIFE, COOL VESTS, LUM. CRAYON

\$91.05

1447941 EXPANSION JOINTS, LOAD STRIPS

\$71.90

1447952 MEASURING WHEEL

\$47.75

1448172 FORM OIL, WAX CURE

\$147.99

\$1,348.06 Subtotal for Dept. Streets

1448116 PIN FLAGS

\$42.76

\$42.76 Subtotal for Dept. Traffic

1448262 PAINT

\$237.60

\$237.60 Subtotal for Dept. Water

\$3,811.12 Subtotal for Vendor

CASPER ELECTRIC, INC.

RIN0022485 RETAINAGE

(\$1,250.00)

(\$1,250.00) Subtotal for Dept. Capital Projects

RIN0022485 CASPER SERVICE CENTER GENERATO

\$12,500.00

\$12,500.00 Subtotal for Dept. Garage

RIN0022510 OAKCREST BOOSTER STATION GENER

\$35,899.50

RIN0022510 RETAINAGE

(\$3,589.95)

\$32,309.55 Subtotal for Dept. Water

\$43,559.55 Subtotal for Vendor

CASPER EVENTS CENTER

3110/103655 SET-UP FEES FOR BLOOD DRAW

\$67.00

\$67.00 Subtotal for Dept. Health Insurance

2888/103799 SAFETY RECOGNITION FOOD

\$1,457.50

\$1,457.50 Subtotal for Dept. Property & Liability Insurance

\$1,524.50 Subtotal for Vendor

CASPER FIRE EXTINGUISHER, INC.

30015 ANNUAL MAINTENANCE

\$41.18

\$41.18 Subtotal for Dept. Aquatics

29887 SAFETY SUPPLIES- EXTINGUISHER

\$23.75

\$23.75 Subtotal for Dept. Balefill

\$64.93 Subtotal for Vendor

CASPER JOURNAL

RIN0022456 RENEW SUBSCRIPTION

\$39.00

\$39.00 Subtotal for Dept. Police

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$39.00 Subtotal for Vendor

CASPER PUBLIC UTILITIES

RIN0022461 SANITATION

\$92.00

RIN0022461 SEWER

\$16.64

\$108.64 Subtotal for Dept. Water Treatment Plant

\$108.64 Subtotal for Vendor

CASPER STAR TRIBUNE - LEGAL ADS ONLY

969802 AD

\$383.00

\$383.00 Subtotal for Dept. Aquatics

969801 AD

\$400.76

\$400.76 Subtotal for Dept. Balefill

968534 AD

\$98.40

\$98.40 Subtotal for Dept. City Manager

970130 AD

\$10.00

968986 AD

\$137.20

\$147.20 Subtotal for Dept. Finance

968441 AD

\$112.61

968441 AD

\$28.15

\$140.76 Subtotal for Dept. Parks

969800 AD

\$377.08

969875 AD

\$596.00

970210 AD

\$33.72

969638 AD

\$45.75

\$1,052.55 Subtotal for Dept. Planning

969117 AD

\$98.40

969628 AD

\$288.40

\$386.80 Subtotal for Dept. Police

969559 AD

\$189.60

\$189.60 Subtotal for Dept. Sewer

966702 AD

\$88.14

\$88.14 Subtotal for Dept. Waste Water

968990 AD

\$42.72

\$42.72 Subtotal for Dept. Water Treatment Plant

\$2,929.93 Subtotal for Vendor

CASPER WINNELSON

444940 00 IRRIGATION

\$76.33

\$76.33 Subtotal for Dept. Parks

445572 00 DAFT SUMP PUMP STEEL NIPPLES

\$148.77

445017 00 DAFT COMPRESSOR INSTALL PARTS

\$177.25

\$326.02 Subtotal for Dept. Waste Water

\$402.35 Subtotal for Vendor

CENTRAL TRUCK & DIESEL

20299 MAINT. COMMAND VEHICLE

\$333.56

\$333.56 Subtotal for Dept. Special Assistance

\$333.56 Subtotal for Vendor

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

CENTRAL WY. REGIONAL WATER
 104293 SYSTEM INVESTMENT FEES
 104287 WHOLESALE WATER

\$20,802.00
 \$851,515.19
\$872,317.19 Subtotal for Dept. Water
\$872,317.19 Subtotal for Vendor

CENTURYLINK

RIN0022390 PHONE USE	\$73.20	
RIN0022353 PHONE USE	\$109.80	
	\$183.00	Subtotal for Dept. Balefill
RIN0022449 PHONE USE	\$36.84	
RIN0022449 PHONE USE	\$331.56	
RIN0022469 PHONE USE	\$126.26	
	\$494.66	Subtotal for Dept. Casper Events Center
RIN0022483 PHONE USE	\$38.70	
	\$38.70	Subtotal for Dept. Cemetery
RIN0022469 PHONE USE	\$32.91	
RIN0022483 PHONE USE	\$73.68	
	\$106.59	Subtotal for Dept. City Hall
RIN0022469 PHONE USE	\$65.14	
	\$65.14	Subtotal for Dept. Code Enforcement
RIN0022469 PHONE USE	\$65.14	
RIN0022449 PHONE USE	\$36.84	
RIN0022469 PHONE USE	\$83.46	
RIN0022469 PHONE USE	\$61.08	
RIN0022469 PHONE USE	\$61.08	
RIN0022449 PHONE USE	\$169.30	
RIN0022469 PHONE USE	\$36.84	
RIN0022469 PHONE USE	\$61.08	
RIN0022469 PHONE USE	\$64.82	
RIN0022469 PHONE USE	\$83.46	
RIN0022469 PHONE USE	\$23.26	
	\$746.36	Subtotal for Dept. Communications Center
AP00005709061321 PHONE USE	\$3,417.87	
AP00013209061321 PHONE USE	\$1,653.74	
	\$5,071.61	Subtotal for Dept. Finance
RIN0022469 PHONE USE	\$74.30	
RIN0022469 PHONE USE	\$65.14	
RIN0022469 PHONE USE	\$65.14	
RIN0022469 PHONE USE	\$65.14	
RIN0022449 PHONE USE	\$36.84	
RIN0022469 PHONE USE	\$65.14	
RIN0022449 PHONE USE	\$36.84	
RIN0022449 PHONE USE	\$73.68	
RIN0022449 PHONE USE	\$36.84	
RIN0022449 PHONE USE	\$36.84	
	\$555.90	Subtotal for Dept. Fire
RIN0022469 PHONE USE	\$63.10	
RIN0022449 PHONE USE	\$36.84	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

	\$99.94	Subtotal for Dept.	Garage
RIN0022469 PHONE USE	\$42.65		
	\$42.65	Subtotal for Dept.	Golf Course
RIN0022449 PHONE USE	\$36.84		
	\$36.84	Subtotal for Dept.	Human Resources
RIN0022449 PHONE USE	\$77.75		
RIN0022469 PHONE USE	\$65.14		
	\$142.89	Subtotal for Dept.	Parking
RIN0022469 PHONE USE	\$40.63		
RIN0022469 PHONE USE	\$122.14		
	\$162.77	Subtotal for Dept.	Parks
RIN0022469 PHONE USE	\$63.10		
RIN0022469 PHONE USE	\$65.14		
RIN0022449 PHONE USE	\$36.84		
RIN0022469 PHONE USE	\$23.06		
RIN0022469 PHONE USE	\$37.59		
	\$225.73	Subtotal for Dept.	Police
RIN0022449 PHONE USE	\$36.84		
	\$36.84	Subtotal for Dept.	Recreation
RIN0022469 PHONE USE	\$41.66		
RIN0022469 PHONE USE	\$41.66		
RIN0022469 PHONE USE	\$33.30		
RIN0022469 PHONE USE	\$41.66		
RIN0022469 PHONE USE	\$41.66		
RIN0022469 PHONE USE	\$37.59		
RIN0022469 PHONE USE	\$41.66		
RIN0022469 PHONE USE	\$41.66		
RIN0022449 PHONE USE	\$39.62		
RIN0022469 PHONE USE	\$48.66		
RIN0022469 PHONE USE	\$65.14		
	\$474.27	Subtotal for Dept.	Traffic
RIN0022449 PHONE USE	\$36.60		
RIN0022469 PHONE USE	\$1,638.47		
	\$1,675.07	Subtotal for Dept.	Waste Water
RIN0022449 PHONE USE	\$36.84		
RIN0022469 PHONE USE	\$195.12		
RIN0022449 PHONE USE	\$86.88		
	\$318.84	Subtotal for Dept.	Water
RIN0022435 PHONE USE	\$41.53		
	\$41.53	Subtotal for Dept.	Water Treatment Plant
	\$10,519.33	Subtotal for Vendor	

CH2M HILL, INC.

38113022570 NORTH PLATTE SANITARY SEWER

	\$30,328.99		
	\$30,328.99	Subtotal for Dept.	Waste Water
	\$30,328.99	Subtotal for Vendor	

CHERYL PESICKA

RIN0022463 082613 DEPOSIT REFUND

\$12.50

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$12.50 Subtotal for Dept. Recreation

\$12.50 Subtotal for Vendor

CINDIE LANGSTON

RIN0022401 FERAL CATS SHOTS/NEUTER

\$178.00

\$178.00 Subtotal for Dept. Balefill

\$178.00 Subtotal for Vendor

CITY OF CASPER

1339/103976 OFFICER SECURITY SUBLIME CONCE

\$660.00

\$660.00 Subtotal for Dept. Casper Events Center

5128/104155 GIO PERSONNEL EXPS 7/25-8/25

\$250.71

5128/104156 GIS PERSONNEL EXPS 7/25-8/25

\$12,998.44

5128/104155 GIO PERSONNEL EXPS 7/25-8/25

\$2,385.58

5128/104156 GIS PERSONNEL EXPS 7/25-8/25

\$1,366.06

\$17,000.79 Subtotal for Dept. Metropolitan Planning

103377 RRT2 TRAINING-AUGUST 1, 2013

\$1,437.14

\$1,437.14 Subtotal for Dept. Special Assistance

\$19,097.93 Subtotal for Vendor

CITY TOWING

13-065 TOWING

\$65.00

13-078 TOWING

\$65.00

13-074 TOWING

\$65.00

\$195.00 Subtotal for Dept. Police

\$195.00 Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

11-57-21 AMENDEMENT #1 - FAIRGROUNDS RO

\$7,333.73

\$7,333.73 Subtotal for Dept. Water

\$7,333.73 Subtotal for Vendor

CMI TECO, INC.

0091887-IN HARNESS, SEE CREDIT

\$921.34

S2792-IN LABOR WARR, SEE CREDIT

\$200.00

10218 PULLEY 21040818

\$83.74

10250 BRACKET 20835149

\$497.95

0058875-CM CREDIT, HARNESS & WARR LABOR

(\$1,121.34)

\$581.69 Subtotal for Dept. Garage

\$581.69 Subtotal for Vendor

CNIC HEALTH SOLUTIONS, INC.

RIN0022395 STOP LOSS-SEPTEMBER

\$53,638.21

RIN0022395 ADMIN FEES-SEPTEMBER

\$18,710.88

\$72,349.09 Subtotal for Dept. Health Insurance

\$72,349.09 Subtotal for Vendor

COASTAL CHEMICAL COMPANY

CCI468841 FUEL

\$5,808.68

\$5,808.68 Subtotal for Dept. Golf Course

0100821 FUEL

\$174.06

0100634 FUEL

\$136.21

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$310.27 Subtotal for Dept. Water Treatment Plant
\$6,118.95 Subtotal for Vendor

COBAN TECH. INC.

6671 RADIO REPAIR

\$50.00

\$50.00 Subtotal for Dept. Police

\$50.00 Subtotal for Vendor

COLMAN EQUIPMENT CO.

31659 BODY WORK-UTILITY TRUCK

\$3,144.00

\$3,144.00 Subtotal for Dept. Property & Liability Insurance

\$3,144.00 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

65079 ANTENNA HOLE PLUG

\$9.60

\$9.60 Subtotal for Dept. Garage

64766 RADIO REPAIR

\$98.00

64763 RADIO REPAIR

\$196.00

64727 RADIO REPAIR

\$49.00

64764 RADIO REPAIR

\$49.00

64755 RADIO REPAIR

\$98.00

64754 RADIO REPAIR

\$49.00

65015 RADIO REPAIR

\$49.00

65051 RADIO REPAIR

\$49.00

\$637.00 Subtotal for Dept. Police

64623 COMPLETE INSTALL

\$4,000.00

65014 UNIT STRIPPED

\$500.00

64583 COMPLETE INSTALL

\$4,000.00

65081 OPTICOM BRACKETS FOR NEW FLEET

\$450.00

64621 STRIP UNIT FOR TRADE

\$490.00

63675 COMPLETE INSTALL

\$4,000.00

65037 STRIP UNIT

\$500.00

65005 VEHICLE INSTALL

\$6,435.55

64708 FLEET OPTICOMS

\$1,750.00

65008 UNIT STRIPPED

\$500.00

\$22,625.55 Subtotal for Dept. Police Dept

64678 RADIO REPAIR

\$499.00

\$499.00 Subtotal for Dept. Water

\$23,771.15 Subtotal for Vendor

COMPUTER PROS. UNLIMITED

INV097137 PARALLEL CARD

\$39.95

\$39.95 Subtotal for Dept. Casper Events Center

INV097337 ADAPTER FOR COMMAND BUS

\$25.00

\$25.00 Subtotal for Dept. Communications Center

INV097228 CARDBUS ADAPTER IT LAPTOP

\$50.00

INV097283 APC BACK UP UPS SECURITY GATE

\$119.90

\$169.90 Subtotal for Dept. Waste Water

INV097223 VGA MONITOR USB CORD

\$17.90

\$17.90 Subtotal for Dept. Water Treatment Plant

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$252.75 Subtotal for Vendor

COMTRONIX, INC.

40873C LINES FOR COMPUTERS

\$990.00

\$990.00 Subtotal for Dept. Balefill

41055 LAN DATA CABLING

\$279.38

\$279.38 Subtotal for Dept. Casper Events Center

41022 SERVICE CALL

\$577.68

\$577.68 Subtotal for Dept. Engineering

40966 ALARM SERVICE - LABOR & MATERI

\$768.00

\$768.00 Subtotal for Dept. Fort Caspar

41019 PAGING INTERCOM REPAIR

\$645.00

\$645.00 Subtotal for Dept. Police

41007 INTERVIEW ROOMS UPGRADE

\$364.00

40995 INTERVIEW ROOM UPGRADES

\$6,916.00

\$7,280.00 Subtotal for Dept. Police Dept

\$10,540.06 Subtotal for Vendor

CONCRETE CONSERVATION, INC

RIN0022490 RETAINAGE

(\$2,162.62)

RIN0022490 2012 MANHOLE REHABILITATION PR

\$24,953.40

\$22,790.78 Subtotal for Dept. Sewer

\$22,790.78 Subtotal for Vendor

CONE DRIVE GEARING SOLUTIONS

589316 INSPECT 3 GEAR BOXES

\$3,286.04

\$3,286.04 Subtotal for Dept. Hogadon

\$3,286.04 Subtotal for Vendor

COWBOY AUTO SPA

RIN0022495 CAR WASH

\$15.21

\$15.21 Subtotal for Dept. Fire

\$15.21 Subtotal for Vendor

COWDIN CLEANING

201165 WEED CONTRACT

\$705.35

201165 LAWN & TREE

\$27.41

\$732.76 Subtotal for Dept. Code Enforcement

\$732.76 Subtotal for Vendor

CPS DISTRIBUTORS, INC.

1830794-00 IPS PVC PRIMER, CEMENT, TEFLON

\$112.28

1826649-00 SLIP FIX 2" SSP, SCH 40 PVC TE

\$124.35

1829164-00 SCH 40 PVC ELBOW, SCH 40 PVC F

\$5.01

1826926-00 SCH 40 PVC CAP 1" FPT 448-010

\$5.48

\$247.12 Subtotal for Dept. Golf Course

1827674-00 IRRIGATION

\$198.74

1825347-00 IRRIGATION

\$69.44

1825284-00 IRRIGATION

\$274.83

1830638-00 IRRIGATION

\$1.42

1826148-00 IRRIGATION

\$87.12

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

1825792-00 IRRIGATION	\$387.81	
1825782-00 IRRIGATION	\$184.26	
1830420-00 IRRIGATION	\$17.92	
1826251-00 IRRIGATION	\$12.67	
1825766-00 IRRIGATION	\$36.54	
1826825-00 IRRIGATION	\$0.85	
1826183-00 IRRIGATION	\$34.19	
1830280-00 IRRIGATION	\$715.93	
1829567-00 IRRIGATION	\$16.94	
1828579-00 IRRIGATION	\$347.77	
1827711-00 IRRIGATION	\$2.38	
1830184-00 IRRIGATION	\$162.06	
1830515-00 IRRIGATION	\$225.00	
1829172-00 IRRIGATION	\$3.11	
1827769-00 IRRIGATION	\$7.13	
1827861-00 IRRIGATION	\$2.83	
1824043-00 IRRIGATION	\$79.50	
1824846-00 PINLAN	\$67.50	
1823912-00 IRRIGATION	\$541.83	
1826172-00 IRRIGATION	\$8.42	
	\$3,486.19	Subtotal for Dept. Parks
	\$3,733.31	Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-018 CRIMESTOPPERS LINE	\$86.25	
	\$86.25	Subtotal for Dept. Police
	\$86.25	Subtotal for Vendor

CRUM ELECTRIC SUPPLY CO., INC.

1471813-00 SEC CLAR 1 WIRE	\$259.00	
	\$259.00	Subtotal for Dept. Waste Water
	\$259.00	Subtotal for Vendor

CULLIGAN OF CASPER

261998 RO TANK RENTAL	\$20.00	
262006 DI TANK RENTAL SEPT 2013	\$30.00	
261954 DI TANK EXCHANGE	\$155.00	
	\$205.00	Subtotal for Dept. Waste Water
	\$205.00	Subtotal for Vendor

DALE BUCKINGHAM ARCHITECTS

RIN0022414 MUNI GOLF COURSE MAINT FAC	\$3,821.70	
	\$3,821.70	Subtotal for Dept. Golf Course
	\$3,821.70	Subtotal for Vendor

DAN DUNDAS

RIN0022476 TRAVEL EXPENSES	\$235.00	
	\$235.00	Subtotal for Dept. Police
	\$235.00	Subtotal for Vendor

DANA KEPNER CO. OF WY.

2217585-00 SEWER PIPE/CAP	\$364.37	
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Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

2217487-00 COTTER PINS

\$89.10

\$453.47 Subtotal for Dept. Water

\$306.85

\$306.85 Subtotal for Dept. Water Treatment Plant

\$760.32 Subtotal for Vendor

2217552-00 PARTS FOR WATER TAP IN WRDWELL

DAVID FOLLICK

RIN0022516 REFUND

\$84.67

\$84.67 Subtotal for Dept. General Fund

\$84.67 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0022396 SEPTEMBER DENTAL FEES

\$1,381.65

\$1,381.65 Subtotal for Dept. Health Insurance

\$1,381.65 Subtotal for Vendor

DENVER INDUSTRIAL SALES & SVC. CO.

149798 DETACK

\$1,697.50

\$1,697.50 Subtotal for Dept. Streets

\$1,697.50 Subtotal for Vendor

DESERT MTN. CORP.

13-29078 ICE SLICER

13-29079 ICE SLICER

\$4,438.88

\$4,468.72

\$8,907.60 Subtotal for Dept. Streets

\$8,907.60 Subtotal for Vendor

DEX MEDIA WEST LLC.

RIN0022439 AD

\$67.50

\$67.50 Subtotal for Dept. Aquatics

RIN0022437 AD

\$402.00

\$402.00 Subtotal for Dept. Hogadon

RIN0022439 AD

\$67.50

\$67.50 Subtotal for Dept. Ice Arena

RIN0022439 AD

\$67.50

RIN0022439 AD

\$67.50

\$135.00 Subtotal for Dept. Recreation

\$672.00 Subtotal for Vendor

DIAMOND VOGEL PAINTS, INC.

726215960 PAINT

726216380 PAINT

\$242.34

\$140.70

\$383.04 Subtotal for Dept. Water

\$383.04 Subtotal for Vendor

DIRECTV, INC.

21195188795 COMMAND BUS SERVICE

\$55.64

\$55.64 Subtotal for Dept. Communications Center

\$55.64 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000273-13 SODIUM HYPO

\$5,456.44

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$5,456.44 Subtotal for Dept. Water Treatment Plant

\$5,456.44 Subtotal for Vendor

DRIVE TRAIN INDUSTRIES, INC.

05 312780 FILTER, OIL-SANI	\$28.32
05 312662 FILTER,FUEL	\$23.30
05 312673 FILTER,OIL	\$19.87
05 312662 FILTER,FUEL	\$23.08
05 312662 FILTER, OIL	\$54.00
05 312662 FILTER, FUEL	\$2.15
05 312662 FILTER,TRANS	\$22.57
05 312662 FILTER,OIL	\$59.61
05 312662 FILTER, AIR	\$31.20
05 312662 FILTER, OIL	\$20.16
05 312659 FILTER, AIR	\$32.26
05 312652 FILTER,HYDRAULIC	\$18.92
05 312715 FILTER,OIL #083213	\$4.70
05 312780 FILTER, FUEL	\$50.82
05 312780 FILTER, AIR	\$25.56
05 312568 FILTER, FUEL	\$13.72
05 312780 FILTER, OIL	\$52.44
05 312662 FILTER, FUEL	\$6.86
05 312780 FILTER,FUEL	\$79.62
05 312651 FILTER,HYRAULIC	\$5.18
05 312568 FILTER, AIR	\$11.09
05 312568 FILTER,OIL	\$3.34
05 312568 FILTER, OIL	\$52.44
05 312568 FILTER,FUEL	\$1.85
05 312568 FILTER, FUEL	\$2.00
05 312568 FILTER, FUEL	\$8.10
05 312568 FILTER,FUEL	\$3.65
05 312645 FILTER, FUEL	\$3.86
05 312568 FILTER, FUEL	\$14.58
05 312603 FILTER, AIR	\$11.10
05 312568 FILTER, FUEL	\$27.30
05 312568 FILTER,OIL	\$2.62
05 312568 FILTER, AIR	\$31.95
05 312568 FILTER, AIR	\$12.49
05 312568 FILTER, AIR	\$22.42
05 312880 FILTER, TRANS	\$21.08
05 312568 FILTER, AIR OUTTER	\$33.40
05 312568 FILTER, CABIN AIR	\$6.70
05 312571 LIGHT	\$28.63
05 312571 LIGHT	\$33.10
05 312575 FILTER,AIR	\$12.07
05 312673 FILTER,OIL	\$4.51
05 312568 FILTER, FUEL	\$4.39
05 312662 FILTER, FUEL	\$12.15
05 312568 FILTER,OIL ONAN GENERATOR	\$3.76
05 312715 FILTER, FUEL	\$50.82
05 312715 FILTER, FUEL	\$27.81

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

05 312578 BULBS	\$3.40	
05 312568 FILTER, OIL	\$2.73	
05 312715 FILTER, AIR OUTTER	\$33.40	
05 312715 FILTER, FUEL	\$4.39	
05 312728 FILTER, FUEL	\$12.59	
05 312789 FILTER, AIR	\$64.52	
05 312789 FILTER, FUEL	\$33.88	
05 312799 FILTER,AIR	\$12.07	
05 312568 BULBS	\$5.10	
05 312820 FILTER, AIR	\$9.80	
05 312820 FILTER, OIL	\$2.94	
05 312839 FILTER,AIR	\$10.94	
05 312880 FILTER, AIR	\$10.07	
\$1,227.38 Subtotal for Dept.		Garage
\$1,227.38 Subtotal for Vendor		

EATON SALES & SVC., INC.

4051476-IN FUELMASTER AIM II, PASSIVE FUE	\$161,047.41	
4051477-IN 4 NEW WAYNE SELECT ELECTRONIC	\$23,980.00	
4051784-IN 4 NEW WAYNE SELECT ELECTRONIC	\$5,540.00	
\$190,567.41 Subtotal for Dept.		Garage
\$190,567.41 Subtotal for Vendor		

ECOLAB PEST ELIMINATION DIV., INC.

9820701 COCKROACH PROGRAM	\$72.45	
9820702 COCKROACH/RODENT PROGRAM	\$195.50	
\$267.95 Subtotal for Dept.		Casper Events Center
\$267.95 Subtotal for Vendor		

EMERGENCY MEDICAL PHYSICIANS

7984901 INVESTIGATION 13-046268	\$162.00	
\$162.00 Subtotal for Dept.		Police
\$162.00 Subtotal for Vendor		

ENERGY LABORATORIES, INC.

330830889 WPDES MONTHLY MONITORING	\$54.00	
\$54.00 Subtotal for Dept.		Waste Water
330830867 LAB TESTING	\$45.00	
330830865 LAB TESTING	\$850.00	
3309300004 LAB TESTING	\$15.00	
330830868 LAB TESTING	\$250.00	
330930011 LAB TESTING	\$15.00	
330930009 LAB TESTING	\$45.00	
330830866 LAB TESTING	\$600.00	
330830830 LAB TESTING	\$45.00	
330830662 LAB TESTING	\$157.86	
330830955 LAB TESTING	\$50.00	
330830740 LAB TESTING	\$30.00	
\$2,102.86 Subtotal for Dept.		Water
\$2,156.86 Subtotal for Vendor		

ENVIRONMENTAL & CIVIL SOLUTIONS

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

1706 2013 MISC WATER PH I

\$12,126.21
\$12,126.21 Subtotal for Dept. Water
\$12,126.21 Subtotal for Vendor

ENVIRONMENTAL EXPRESS, INC.

1000311459 M-TEC E.COLI PLATES
1000318477 M-TEC E.COLI PLATES

\$122.79
\$103.15
\$225.94 Subtotal for Dept. Waste Water
\$225.94 Subtotal for Vendor

EUROFINS EATON ANALYTICAL, INC.

L0132775 MONTHLY TESTING

\$200.00
\$200.00 Subtotal for Dept. Water Treatment Plant
\$200.00 Subtotal for Vendor

EXPERIAN INFORMATION SOLUTIONS INC.

CD1405069607 PRE HIRE BACKGROUNDS

\$18.26
\$18.26 Subtotal for Dept. Communications Center
\$18.26 Subtotal for Vendor

EXPRESS PRINTING

13-1686 BUSINESS CARDS

\$63.00
\$63.00 Subtotal for Dept. Metro Animal

13-1732 BUSINESS CARDS X 4

\$232.00
\$232.00 Subtotal for Dept. Police

13-1713 MAGNETS AND POSTER - CITYFEST

\$257.45
\$257.45 Subtotal for Dept. Water
\$552.45 Subtotal for Vendor

FARM PLAN

167 OPS SUPPLIES

\$99.96
\$99.96 Subtotal for Dept. Refuse Collection
\$99.96 Subtotal for Vendor

FASTENAL INDUSTRIAL & CONSTRUCTION SUPPLIES

WYCAS90774 FASTENERS
WYCAS90774CM CREDIT INVOICE W/TAX
WYCAS91581 FASTENERS

\$18.29
(\$18.29)
\$17.42
\$17.42 Subtotal for Dept. Traffic
\$17.42 Subtotal for Vendor

FEDERAL EXPRESS

2-384-13164 AIRBILL

\$33.45
\$33.45 Subtotal for Dept. Communications Center

2-317-93973 AIRBILL

\$34.99
\$34.99 Subtotal for Dept. Engineering

2-376-68126 AIRBILL

2-376-68126 AIRBILL

\$1.43
\$13.60
\$15.03 Subtotal for Dept. Metropolitan Planning

2-369-03696 AIRBILL

\$96.84
\$96.84 Subtotal for Dept. Police

2-376-68271 AIRBILL

\$25.82

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$25.82 Subtotal for Dept. Water
\$206.13 Subtotal for Vendor

FEHR & PEERS

88740 WY BLVD PEDESTRIAN SIDE PATH
88740 WY BLVD PEDESTRIAN SIDE PATH

\$7,695.05
\$808.71
\$8,503.76 Subtotal for Dept. Metropolitan Planning
\$8,503.76 Subtotal for Vendor

FINISH LINE SYSTEMS, LLC.

2578 METER T-10 5/8X3/4 NEW

\$3,171.25
\$3,171.25 Subtotal for Dept. Water
\$3,171.25 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI880320 SERVICE FEES

\$4.32
\$4.32 Subtotal for Dept. Casper Events Center

REMI880315 SERVICE FEES

\$183.38
\$183.38 Subtotal for Dept. Fort Caspar

REMI880316 SERVICE FEES

\$1,847.38
\$1,847.38 Subtotal for Dept. Golf Course

REMI880322 SERVICE FEES

\$19.95
\$19.95 Subtotal for Dept. Police Grants
\$2,055.03 Subtotal for Vendor

FIRST INTERSTATE BANK - CREDIT CARD DIVISION

RIN0022451 TRAVEL AND TRAINING
RIN0022497 TRAVEL & TRAINING

\$1,914.95
\$10.00
\$1,924.95 Subtotal for Dept. City Attorney

RIN0022455 UNIFORMS
RIN0022455 TRAVEL

\$413.95
\$401.06
\$815.01 Subtotal for Dept. Police
\$2,739.96 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0022465 PETTY CASH
RIN0022465 PETTY CASH

\$41.45
\$245.20
\$286.65 Subtotal for Dept. Metro Animal

RIN0022466 PETTY CASH

\$28.00
\$28.00 Subtotal for Dept. Metro Animal

RIN0022466 PETTY CASH
RIN0022466 PETTY CASH

\$128.00
\$36.00
\$164.00 Subtotal for Dept. Police
\$478.65 Subtotal for Vendor

FLEMING SUPPLY, INC.

31587 BLUE PATCH CABLE

\$5.75
\$5.75 Subtotal for Dept. Balefill

34297 TELEPHONE CORD

\$6.62
\$6.62 Subtotal for Dept. Fire

34221 OFFICE SUPPLIES

\$28.67

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

34381 CABLE FOR PD REWIRE
34310 CABLE PD REWIRE
34298 PARCH CABLE

\$28.67 Subtotal for Dept. Information Services
\$119.92
\$13.39
\$25.02
\$158.33 Subtotal for Dept. Police
\$199.37 Subtotal for Vendor

FRONTIER PRECISION INC.

117887 GEO XT HANDHELD GPS
117887 GEO XT HANDHELD GPS

\$5,370.00
\$2,500.00
\$7,870.00 Subtotal for Dept. Water
\$7,870.00 Subtotal for Vendor

GALLS, INC.

000874454 UNIFORMS
000892716 UNIFORMS
000663887 UNIFORMS
000925833 UNIFORMS
000939382 UNIFORMS
00860411 UNIFORMS

\$89.00
\$178.00
\$43.77
\$144.50
\$130.00
\$160.00
\$745.27 Subtotal for Dept. Metro Animal

00860411 UNIFORMS
000915722 UNIFORMS
000925771 UNIFORMS
000870643 UNIFORMS
000817352 UNIFORMS
000861967 UNIFORMS
000928005 UNIFORMS
000861322 UNIFORMS
000908465 EQUIPMENT BAGS
000939146 UNIFORMS
000892716 UNIFORMS

\$1,308.30
\$94.00
\$102.86
\$63.32
\$83.48
\$562.14
\$87.92
\$42.20
\$560.00
\$45.30
\$848.52
\$3,798.04 Subtotal for Dept. Police
\$4,543.31 Subtotal for Vendor

GARY MARSH, INC.

344 AUG 2013 GREEN & CART FEES

\$25,866.00
\$25,866.00 Subtotal for Dept. Golf Course
\$25,866.00 Subtotal for Vendor

GEORGE T. SANDERS CO.

13015017-00 BUTTON ASSEMBLY

\$149.16
\$149.16 Subtotal for Dept. Aquatics
\$149.16 Subtotal for Vendor

GLOBALSTAR USA, LLC.

1000000004974922 COMMAND BUS SERVICE

\$90.71
\$90.71 Subtotal for Dept. Communications Center

1000000004976939 SAT PHONE SERVICE

\$58.01
\$58.01 Subtotal for Dept. Fire

1000000004976939 SAT. PHONE SERVICE- RRT2

\$58.01

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$58.01 Subtotal for Dept. Special Assistance
\$206.73 Subtotal for Vendor

GRAINGER

9220028444 LAMPS

\$226.50

\$226.50 Subtotal for Dept. Recreation

\$226.50 Subtotal for Vendor

GRAINGER, INC.

9224454786 SCREWS

\$27.78

9225481390 KEY TAGS (70)

\$39.62

9224490475 ROLL PINS

\$31.76

\$99.16 Subtotal for Dept. Garage

9216668005 REPAIR TO LIGHT POLE-CRC

\$128.20

\$128.20 Subtotal for Dept. Property & Liability Insurance

9211850053 SUNFLOWER PANEL COOLING SYSTEM

\$44.96

9215702904 SUNFLOWER PANEL COOLING SYSTEM

\$47.80

\$92.76 Subtotal for Dept. Sewer

9216695495 OPERATIONS BLDG AC CAPACITOR

\$9.68

9214213812 SEC CLARIFIER 4 MATERIALS

\$109.24

9221869143 FILTERS, FACESHIELDS

\$534.87

9222122070 OPERATIONS BLDG AC MOTOR

\$360.80

\$1,014.59 Subtotal for Dept. Waste Water

9223063190 CLEAUDE CREEK TANK REPEATER

\$54.21

\$54.21 Subtotal for Dept. Water

\$1,388.92 Subtotal for Vendor

GRANICUS, INC.

47678 MAINTENANCE

\$725.00

\$725.00 Subtotal for Dept. Information Services

\$725.00 Subtotal for Vendor

GREINER MOTOR CO - CASPER

470006 SILICONE

\$60.72

470010 SILICONE

\$15.18

469970 DAMPER ASY

\$13.92

\$89.82 Subtotal for Dept. Garage

\$89.82 Subtotal for Vendor

GSG ARCHITECTURE

17406 YOUTH CRISIS CENTER PROJ 11-69

\$1,235.00

\$1,235.00 Subtotal for Dept. Capital Projects

17399 FIRE STATION 2 REPLACEMENT DES

\$8,932.15

\$8,932.15 Subtotal for Dept. Fire

\$10,167.15 Subtotal for Vendor

GUNNERS METERS & PARTS, INC.

68953 FIRE HYDRANTS

\$2,265.00

69268 SHIPPING

\$72.00

68953 TAIL PIECE 1 IN METER COUPLING

\$290.70

69109 SHIPPING

\$162.00

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

69178	COUPLING METER STRAIGHT 3/4 in	\$320.00		
69109	3" TRU/FLOW REBUILT METER	\$1,900.00		
68953	2" T/F COMPOUND METERS RETURN	\$2,550.00		
68953	COUPLING METER STRAIGHT 3/4 in	\$151.00		
69268	METER T-10 2 IN R/B	\$855.00		
68953	SHIPPING	\$205.00		
		\$8,770.70	Subtotal for Dept.	Water
		\$8,770.70	Subtotal for Vendor	

HACH CO., CORP.

8430958	NH3 TEST SUPPLIES	\$428.19		
8437187	NH3 TNT TESTS PKG/25	\$375.92		
		\$804.11	Subtotal for Dept.	Waste Water
8453960	LAB TESTING SUPPLIES	\$511.13		
		\$511.13	Subtotal for Dept.	Water
		\$1,315.24	Subtotal for Vendor	

HARBOR FREIGHT TOOLS

025654	SUPPLIES	\$7.99		
		\$7.99	Subtotal for Dept.	Police
025703	TOOLS	\$18.15		
		\$18.15	Subtotal for Dept.	Water
		\$26.14	Subtotal for Vendor	

HARTZ TOWING & RECOVERY INC.

21359	TOWING	\$225.00		
		\$225.00	Subtotal for Dept.	Garage
		\$225.00	Subtotal for Vendor	

HAWKINS, INC.

3505345	RI CONDITIONER	\$1,336.57		
		\$1,336.57	Subtotal for Dept.	Aquatics
		\$1,336.57	Subtotal for Vendor	

HD SUPPLY POWER SOLUTIONS

2332243-00	TIME CLOCK	\$188.86		
		\$188.86	Subtotal for Dept.	Parks
2311965-00	BOLT IN BREAKERS	\$347.15		
		\$347.15	Subtotal for Dept.	Waste Water
		\$536.01	Subtotal for Vendor	

HEDQUIST CONSTRUCTION

RIN0022458	RET PAY 2013 ART COLL RECONST	\$14,695.79		
RIN0022450	RETAIN ALL AM CENTER	\$1,415.00		
		\$16,110.79	Subtotal for Dept.	Capital Projects
RIN0022452	RETAINAGE PAY ZONE II/III	\$28,608.04		
RIN0022338	RETAIN ZONE 2/3 WATER	\$54,297.44		
EST#8	FAIRGRDS RETENTION	\$1,484.65		
		\$84,390.13	Subtotal for Dept.	Water
		\$100,500.92	Subtotal for Vendor	

HEDQUIST CONSTRUCTION, INC.

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

RIN0022489 RETAINAGE	(\$14,695.79)	
RIN0022487 RETAINAGE	(\$1,415.00)	
	(\$16,110.79)	Subtotal for Dept. Capital Projects
RIN0022487 ALL AMERICAN CENTER - WATER, S	\$14,150.00	
	\$14,150.00	Subtotal for Dept. City Council
RIN0022489 2013 ARTERIAL COLLECTOR	\$566,826.35	
	\$566,826.35	Subtotal for Dept. Streets
RIN0022491 RETAINAGE	(\$1,484.65)	
RIN0022488 RETAINAGE	(\$28,608.04)	
RIN0022491 FAIRGROUNDS RD WATER MAIN REPA	\$283,131.10	
RIN0022488 ZONE 11/111 WATER SYSTEM	\$286,080.43	
	\$539,118.84	Subtotal for Dept. Water
	\$1,103,984.40	Subtotal for Vendor

HENSLEY BATTERY

706330 DEKA BATTERIES WESTLAND PRK MS	\$143.72	
	\$143.72	Subtotal for Dept. Waste Water
	\$143.72	Subtotal for Vendor

HEWLETT PACKARD

53115725 TECHNOLOGY	\$159.00	
53219338 TECHNOLOGY	\$1,722.92	
53123844 HP Z220 CMT WORKSTATION	\$910.34	
	\$2,792.26	Subtotal for Dept. Casper Events Center
53220522 TECHNOLOGY	\$917.94	
53249143 TECHNOLOGY	\$114.00	
53235333 TECHNOLOGY	\$214.00	
53239512 TECHNOLOGY	\$214.00	
53254578 TECHNOLOGY	\$29.00	
	\$1,488.94	Subtotal for Dept. Engineering
53163734 REPLACEMENT LAPTOP PORT	\$913.12	
53238316 TECHNOLOGY	\$1,003.23	
	\$1,916.35	Subtotal for Dept. Police
	\$6,197.55	Subtotal for Vendor

HIGH PLAINS PIZZA, INC.

97736 EV TECH HOSTED CLASS MEAL	\$68.46	
	\$68.46	Subtotal for Dept. Police
	\$68.46	Subtotal for Vendor

HILLCREST SPRING WATER, INC.

72878 5 GALLONS OF SPRING WATER	\$28.00	
	\$28.00	Subtotal for Dept. Hogadon
1131186 WATER	\$52.75	
74855 EQUIP RENT	\$15.00	
	\$67.75	Subtotal for Dept. Metro Animal
	\$95.75	Subtotal for Vendor

HOMAX OIL SALES, INC.

0202413-IN FUEL	\$27,319.18	
CL48185 FUEL	\$12,697.40	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

0202413-IN FUEL	\$271.60	
0202413-IN FUEL	\$38,645.30	
CL48175 FUEL	\$2,996.23	
0202413-IN FUEL	\$0.01	
	\$81,929.72	Subtotal for Dept. Garage
CL48348 FUEL	\$7,082.08	
CL48349 FUEL	\$2,058.10	
	\$9,140.18	Subtotal for Dept. Water

\$91,069.90 Subtotal for Vendor

HOSE & RUBBER SUPPLY, INC.

B27193-001 AIR COUPLER	\$14.69	
	\$14.69	Subtotal for Dept. Garage
B26611-001 REDUCING FITTINGS 4" TO 3"	\$61.43	
	\$61.43	Subtotal for Dept. Sewer
B27018-001 RECIRCULATION PUMP 1&2 BELTS	\$39.43	
B22585-001 EXHAUST FAN BELTS	\$11.21	
	\$50.64	Subtotal for Dept. Waste Water
B25382-001 HOSE ASSY.	\$22.59	
B25541-001 NIPPLE, COLLAR, WHIP CHECK	\$285.83	
	\$308.42	Subtotal for Dept. Water
B28124-001 FILL STATION NUZZELS FOR HYPO	\$11.51	
	\$11.51	Subtotal for Dept. Water Treatment Plant
	\$446.69	Subtotal for Vendor

HOWARD SUPPLY

50281837 HYDRAHAMMER WIRE ROPE	\$899.08	
	\$899.08	Subtotal for Dept. Water
	\$899.08	Subtotal for Vendor

I/O SOLUTIONS, INC.

C29929A PRE HIRE TESTING	\$96.00	
35111 PRE HIRE TESTING	\$462.00	
	\$558.00	Subtotal for Dept. Communications Center
	\$558.00	Subtotal for Vendor

INBERG-MILLER ENGINEERS

11763CM48 COMPACTION TESTING	\$2,830.00	
	\$2,830.00	Subtotal for Dept. Water
	\$2,830.00	Subtotal for Vendor

INDIAN ICE & COLD STORAGE

49369 ICE	\$33.89	
	\$33.89	Subtotal for Dept. Fire
	\$33.89	Subtotal for Vendor

INDUSTRIAL DISTRIBUTORS, INC.

134124 EARPLUGS, SMOKE TORQUE, LENS,	\$370.94	
	\$370.94	Subtotal for Dept. Weed And Pest
	\$370.94	Subtotal for Vendor

INFORMATION SYSTEMS CONSULTING, INC.

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

SIN002825 PUBLIC WIFI AT EVENTS CENTER

\$7,964.25

\$7,964.25 Subtotal for Dept. Council

SIN003185 CTRLR-BASED AP, INT ANT, A REG

\$810.43

\$810.43 Subtotal for Dept. Fort Caspar

\$8,774.68 Subtotal for Vendor

IN-KIND SVCS.

2463/104018 WEDNESDAY NIGHT LIVE

\$36.00

2463/104012 WEDNESDAY NIGHT LIVE

\$36.00

2463/104014 WEDNESDAY NIGHT LIVE

\$36.00

2463/104016 WEDNESDAY NIGHT LIVE

\$36.00

2463/104015 WEDNESDAY NIGHT LIVE

\$36.00

2463/104013 WEDNESDAY NIGHT LIVE

\$36.00

\$216.00 Subtotal for Dept. Council

\$216.00 Subtotal for Vendor

INTERACTIVE HEALTH SOLUTIONS

28323 BLOOD DRAW CHARGES

\$103,705.00

28284 TEST-ON-DEMAND SCREENINGS

\$6,485.00

\$110,190.00 Subtotal for Dept. Health Insurance

\$110,190.00 Subtotal for Vendor

INTERSTATE BATTERIES

023194 BATTERIES

\$11.94

\$11.94 Subtotal for Dept. Police

\$11.94 Subtotal for Vendor

ITRON, INC.

299058 MAINT. AGREEMENT

\$768.92

\$768.92 Subtotal for Dept. Water

\$768.92 Subtotal for Vendor

JACK'S TRUCK & EQUIPMENT

40411C FILTER, CABIN AIR

\$15.88

\$15.88 Subtotal for Dept. Garage

\$15.88 Subtotal for Vendor

JEFFREY BULLARD

RIN0022474 TRAVEL EXPENSES

\$47.00

\$47.00 Subtotal for Dept. Police

\$47.00 Subtotal for Vendor

JEREMY TREMEL

125910071 CLOTHING ALLOWANCE

\$259.98

\$259.98 Subtotal for Dept. Police

\$259.98 Subtotal for Vendor

JOEY WILHELM

619100 CLOTHING ALLOWANCE

\$42.34

\$42.34 Subtotal for Dept. Police

\$42.34 Subtotal for Vendor

JOHN E. REID & ASSOC., INC.

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13
143095 REGISTRATION

\$550.00
\$550.00 Subtotal for Dept. Police
\$550.00 Subtotal for Vendor

JOSEPH NICKERSON
012336 CLOTHING ALLOWANCE

\$408.33
\$408.33 Subtotal for Dept. Police
\$408.33 Subtotal for Vendor

JTL GROUP DBA KNIFE RIVER

91008 CONCRETE
90794 HOT MIX
90963 HOT MIX
90799 CONCRETE
90976 CONCRETE

\$255.63
\$690.10
\$698.14
\$206.50
\$206.50
\$2,056.87 Subtotal for Dept. Streets

90428 BLOWER BLDG W SIDEWALK SUPPLY

\$570.81
\$570.81 Subtotal for Dept. Waste Water
\$2,627.68 Subtotal for Vendor

KADRMAS, LEE & JACKSON

179795 BEVERLY & 2ND STREET INTERSECT
179795 BEVERLY & 2ND STREET INTERSECT
179794 15TH & 21ST STREET SUBAREA TRA
179794 15TH & 21ST STREET SUBAREA TRA

\$718.12
\$6,833.11
\$864.76
\$8,228.42
\$16,644.41 Subtotal for Dept. Metropolitan Planning
\$16,644.41 Subtotal for Vendor

KENNETH KING

RIN0022482 CHAPLAIN LUNCHEON

\$60.05
\$60.05 Subtotal for Dept. Fire
\$60.05 Subtotal for Vendor

KEVIN KRAFT

RIN0022354 TRAVEL MEALS

\$19.94
\$19.94 Subtotal for Dept. Refuse Collection
\$19.94 Subtotal for Vendor

KIRK BUCHHOLZ

228246 CLOTHING ALLOWANCE

\$278.00
\$278.00 Subtotal for Dept. Police
\$278.00 Subtotal for Vendor

KIRK GUNDERSON

RIN0022515 MILLER DORM DEPOSIT REFUND

\$500.00
\$500.00 Subtotal for Dept. City Hall
\$500.00 Subtotal for Vendor

KMART

76726 DRINKS FOR CONF MEETINGS

\$33.24
\$33.24 Subtotal for Dept. Police Grants
\$33.24 Subtotal for Vendor

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

KNAPP SUPPLY & EQUIPMENT CO.

329703-000 CUP, CONE ROLLED RIM

\$236.50

\$236.50 Subtotal for Dept. Golf Course

\$124.60

\$124.60 Subtotal for Dept. Waste Water

\$361.10 Subtotal for Vendor

KRISTI CROWELL

3709026 CLOTHING ALLOWANCE

\$99.92

\$99.92 Subtotal for Dept. Police

\$99.92 Subtotal for Vendor

L.N. CURTIS & SONS INC.

3137753-00 NOZZLE

\$1,400.00

\$1,400.00 Subtotal for Dept. Fire

\$1,400.00 Subtotal for Vendor

LABOR READY CENTRAL, INC.

17414986 LABOR

\$449.09

\$449.09 Subtotal for Dept. Casper Events Center

\$449.09 Subtotal for Vendor

LASER LABS INC.

13792 TINT METERS

\$168.00

\$168.00 Subtotal for Dept. Police

\$168.00 Subtotal for Vendor

LEE'S GLASS & PAINT CORP.

28678 BLOWER BLDG WINDOW REPLACE

\$197.47

\$197.47 Subtotal for Dept. Waste Water

\$197.47 Subtotal for Vendor

LENHART MASON & ASSOC., LLC.

38654 COMPLTN OF PD EVIDENCE REPORT

\$840.00

\$840.00 Subtotal for Dept. Finance

\$840.00 Subtotal for Vendor

LETZ'S TV & APPLIANCE

18318 WASHER PUMP REPAIR-STN #5

18644 WASHER REPAIR STN #5

\$253.45

\$66.50

\$319.95 Subtotal for Dept. Fire

\$319.95 Subtotal for Vendor

LEXISNEXIS MATTHEW BENDER & CO., INC.

49069020 BOOKS

\$58.49

\$58.49 Subtotal for Dept. City Attorney

\$58.49 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES

SCPAY0027778 HVAC - AUGUST 2013

\$3,747.58

\$3,747.58 Subtotal for Dept. Casper Events Center

\$105.00

\$105.00 Subtotal for Dept. Recreation

SRVCE0063262 SERVICE CALL

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$3,852.58 Subtotal for Vendor

LYLE SIGNS, INC.
1090999 SIGN BLANKS

\$562.50
\$562.50 Subtotal for Dept. Traffic
\$562.50 Subtotal for Vendor

LYNN PEAVEY CO.
278005 EVIDENCE SUPPLIES

\$295.50
\$295.50 Subtotal for Dept. Police
\$295.50 Subtotal for Vendor

M & M SVCS. INC.
92 FUMITOXIN SPRAYING

\$359.00
\$359.00 Subtotal for Dept. Weed And Pest
\$359.00 Subtotal for Vendor

MAGIC CARPET LIFTS
L13317-DP 50% DEPOSIT-ENG, COMPONENT, CA

\$95,575.00
\$95,575.00 Subtotal for Dept. Hogadon
\$95,575.00 Subtotal for Vendor

MASTERCARD
RIN0022400 HEALTH COSTS BOOK

\$34.69
\$34.69 Subtotal for Dept. Health Insurance

RIN0022462 P&Z TRAINING/FLOODPLAIN TRAIN

\$249.50
\$249.50 Subtotal for Dept. Planning

RIN0022400 JOB ADS-ASST PUB UTL MANAGER
RIN0022496 FINANCE CHARGES

\$599.00
\$25.39
\$624.39 Subtotal for Dept. Water
\$908.58 Subtotal for Vendor

MCMURRY READY MIX
82413 DEPOSIT REFUND

\$150.00
\$150.00 Subtotal for Dept. Recreation
\$150.00 Subtotal for Vendor

MCMURRY READY MIX CO.
214395 CONCRETE
214397 CONCRETE
214393 CONCRETE
214392 CONCRETE
214181 CONCRETE
214396 CONCRETE
214394 CONCRETE
214182 CONCRETE

\$212.00
\$795.00
\$689.00
\$159.00
\$636.00
\$477.00
\$689.00
\$159.00
\$3,816.00 Subtotal for Dept. Streets
\$3,816.00 Subtotal for Vendor

MENARD, INC.
27016 BUILDING SUPPLIES

\$13.56
\$13.56 Subtotal for Dept. Balefill

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$13.56 Subtotal for Vendor

MERBACK AWARD CO.

52075 LETTERS ENGRAVED ON PLATE

\$5.60

\$5.60 Subtotal for Dept. Police

\$5.60 Subtotal for Vendor

MERCER HOUSE

09072013 DEPOSIT REFUND

\$200.00

\$200.00 Subtotal for Dept. Recreation

\$200.00 Subtotal for Vendor

MICHAEL'S FENCE INC.

0142591 OPS- ASBESTOS AREA FENCING

\$280.21

0142527 OPS- ASBESTOS AREA FENCING

\$12.56

\$292.77 Subtotal for Dept. Balefill

0142693 5" BARREL HINGES

\$74.00

\$74.00 Subtotal for Dept. Parks

\$366.77 Subtotal for Vendor

MICROSOFT CORPORATION

C10004DXG41 13 MONTHS OF OFFICE 365 HOSTED

\$3,716.34

\$3,716.34 Subtotal for Dept. City Manager

\$3,716.34 Subtotal for Vendor

MIDLAND IMPLEMENT, INC.

733251001 HYD FILTER 083194

\$56.39

\$56.39 Subtotal for Dept. Garage

731232001 TORO OSMAC RDR NAR RETROFIT

\$629.82

\$629.82 Subtotal for Dept. Golf Course

\$686.21 Subtotal for Vendor

MIS INDUSTRIAL SUPPLY

20218 PROPANE

\$31.00

21055 PROPANE

\$31.00

20331 PROPANE

\$21.70

20196 PROPANE

\$31.00

20236 PROPANE

\$23.56

20277 PROPANE

\$32.24

\$170.50 Subtotal for Dept. Streets

\$170.50 Subtotal for Vendor

MOBILE CONCRETE, INC.

174420 CONCRETE STN #3

\$123.75

\$123.75 Subtotal for Dept. Fire

174152 CONCRETE

\$173.25

\$173.25 Subtotal for Dept. Water

\$297.00 Subtotal for Vendor

MODERN ELECTRIC CORP.

102622 ELECTRICAL REPAIR

\$231.25

\$231.25 Subtotal for Dept. Hogadon

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$231.25 Subtotal for Vendor

MONTANA SEALS & PACKING

IO42039 RAS PUMP RUBBER GASKETS
IO41946 SLUDGE PACKING RECIRC PUMPS

\$70.82
\$1,370.34
\$1,441.16 Subtotal for Dept. Waste Water
\$1,441.16 Subtotal for Vendor

MOTION INDUSTRIES, INC.

WY54-629672 RAW SEWAGE PUMP OILER

\$82.47
\$82.47 Subtotal for Dept. Waste Water
\$82.47 Subtotal for Vendor

MOTOROLA SOLUTIONS

13973666 RADIOS

\$19,835.00
\$19,835.00 Subtotal for Dept. Fire

13969432 RADIO SET UPS FOR FLEET

\$19,347.00
\$19,347.00 Subtotal for Dept. Police Dept
\$39,182.00 Subtotal for Vendor

MTN. STATES LITHOGRAPHING CO.

132475 LEAK CARDS FOR CITYFEST

\$71.95
\$71.95 Subtotal for Dept. Water
\$71.95 Subtotal for Vendor

MURDOCH'S RANCH & HOME SUPPLY

8753/24 VISTA WEST LS GATE FABRICATION

\$145.13
\$145.13 Subtotal for Dept. Waste Water
\$145.13 Subtotal for Vendor

NACE INTL.

RIN0022392 MEMBERSHIP

\$130.00
\$130.00 Subtotal for Dept. Water
\$130.00 Subtotal for Vendor

NANCY ANKENY

RIN0022464 082413 DEPOSIT REFUND

\$50.00
\$50.00 Subtotal for Dept. Recreation
\$50.00 Subtotal for Vendor

NAPA AUTO PARTS CORP.

603503 HOSE

\$21.99
\$21.99 Subtotal for Dept. Fire

608681 CARB CLEANER

\$17.94

908063 O-RING UNIT A/C

\$10.00

908063 O-RING A/C

\$10.00

609061 O-RING A/C

\$13.00

601919 WIRE 12 GA GREEN

\$49.00

601919 ELECTRIC TERMINALS

\$40.62

606875 CIRCUIT BREAKER

\$103.95

606875 WIRE, ELECTRICAL

\$29.00

606875 ELECTRIC TERMINALS

\$81.00

602705 TOGGLE SWITCH/AMBER

\$9.72

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

608221 TOGGLE SW, RED	\$11.70
607838 FLASHER,LED	\$51.04
604729 ELECTRIC TERMINALS	\$13.16
602705 CIRCUIT BREAKER,10 AMP	\$25.74
602705 FUSES	\$10.35
603648 SEAL,GRIPPER ARM	\$39.36
603661 TAPERED BEARING	\$22.47
607751 CIRCUIT BREAKER	\$242.55
604729 HOSE CLAMPS	\$8.36
908063 O-RING A/C	\$7.00
603675 SEAL,GRIPPER ARM	\$13.12
604534 O-RING USE ON 7902	\$6.45
607734 CARB CLEANER	\$2.99
601935 CREDIT, FILTER WARR	(\$23.38)
607734 TOGGLE SW, RED	\$11.70
607734 FILTER,AIR	\$6.16
604534 HYDRAULIC,FILTER	\$85.04
606576 FILTER, AIR	\$41.61
908063 O-RING A/C	\$10.00

\$949.65 Subtotal for Dept. Garage

602002 5/8 HIT PIN W/CLIP	\$7.98
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\$7.98 Subtotal for Dept. Water

RIN0022436 DEGREASER & SPRAYER	\$44.00
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592816 SAND PUMP BEARING	\$283.31
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\$327.31 Subtotal for Dept. Water Treatment Plant

\$1,306.93 Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

4172 TECHINAL ASSISTANCE	\$833.33
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\$833.33 Subtotal for Dept. Council

\$833.33 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

280 JUVENILE PRISONER CARE JUNE 13	\$7,500.00
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\$7,500.00 Subtotal for Dept. Police

\$7,500.00 Subtotal for Vendor

NATRONA COUNTY CLERK

958210 RECORDING	\$142.00
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\$142.00 Subtotal for Dept. Planning

958579 RECORDING	\$57.00
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\$57.00 Subtotal for Dept. Planning

\$199.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE24822 BELT	\$69.90
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\$69.90 Subtotal for Dept. Fire

NE24736 UNIFORMS	\$9.95
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NE24735 UNIFORMS	\$9.95
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\$19.90 Subtotal for Dept. Metro Animal

NE24965 UNIFORMS	\$129.90
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Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

NE24844 UNIFORMS	\$129.90	
NE24593 UNIFORMS	\$98.90	
NE24723B UNIFORMS	\$393.70	
NE24897 UNIFORMS	\$83.90	
NE24733 UNIFORMS	\$20.85	
NE24702 UNIFORMS	\$33.95	
NE24689 UNIFORMS	\$33.90	
NE24564 UNIFORMS	\$137.85	
NE24678 UNIFORMS	\$295.80	
NE24704 UNIFORMS	\$103.80	
280786 CREDIT MEMO	(\$108.90)	
NE24833 UNIFORMS	\$125.95	
NE24964 UNIFORMS	\$191.85	
NE24703 UNIFORMS	\$89.85	
NE24963 UNIFORMS	\$129.90	
NE24706 UNIFORMS	\$254.99	
	\$2,146.09	Subtotal for Dept. Police
	\$2,235.89	Subtotal for Vendor

NOBLE WEAR LTD.

89310 INFANT TEE SHIRT, TODDLER T, R	\$248.81	
89133 TYE DYE YOUTH T'S	\$347.93	
	\$596.74	Subtotal for Dept. Fort Caspar
	\$596.74	Subtotal for Vendor

NOLAND FEED INC.

558577 OPS SUPPLIES	\$256.95	
	\$256.95	Subtotal for Dept. Balefill
559270 LANDSCAPING SUPPLIES	\$1,186.10	
	\$1,186.10	Subtotal for Dept. Parks
558716 K-9 FOOD	\$86.80	
	\$86.80	Subtotal for Dept. Police
	\$1,529.85	Subtotal for Vendor

NORCO, INC.

11951443 SHOCK	\$73.80	
	\$73.80	Subtotal for Dept. Aquatics
111483367 CLEANING SUPPLIES	\$217.73	
11509253 CLEANING PRODUCTS	\$15.00	
11494674 CLEANING LIQUID	\$771.06	
	\$1,003.79	Subtotal for Dept. Metro Animal
11891504 GAS CYLINDER CART	\$47.68	
11693595 WELDING TORCH KIT	\$695.64	
	\$743.32	Subtotal for Dept. Waste Water
	\$1,820.91	Subtotal for Vendor

NORTH CENTRAL LABS OF WI, INC.

325413 BOD STANDARD	\$54.64	
	\$54.64	Subtotal for Dept. Waste Water
	\$54.64	Subtotal for Vendor

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

OVERHEAD DOOR CO., INC.

RIN0022448 RETAIN RELEASE CITY HALL WINDO

172564 8' BRUSH W/ ALUM ANGLE

\$9,336.50
\$9,336.50 Subtotal for Dept. Capital Projects
 \$182.16
\$182.16 Subtotal for Dept. Hogadon
\$9,518.66 Subtotal for Vendor

PACIOLAN, INC.

000060113 IA-2D UPGRADE FOR SCANNERS

000060001 RETARGETING JUNE 2013

\$1,380.00
 \$175.70
\$1,555.70 Subtotal for Dept. Casper Events Center
\$1,555.70 Subtotal for Vendor

P-CARD VENDORS

00004122 NORCO INC - Purchase	\$75.39	
00004116 SAMSCLUB #6425 - Purchase	\$46.00	
00004179 QWEST COMMUNICATIONS - Purchas	\$41.68	
00004262 SPINLIFE.COM - Purchase	\$5,938.20	
00004668 MG GREAT FALLS - Purchase	\$3,250.02	
00004245 ACT ACTIVE NETWORK INV - Purch	\$300.00	
00004281 RICOH USA, INC - Purchase	\$25.50	
00004245 ACT ACTIVE NETWORK INV - Purch	\$1,500.00	
00004527 ATLAS OFFICE PRODUCTS - Purcha	\$42.78	
00004416 THE HOME DEPOT 6001 - Purchase	\$29.20	
00004692 WYOMING REC & PARKS - Purchase	\$290.00	
00004503 SAMSCLUB #6425 - Purchase	\$51.41	
00004692 WYOMING REC & PARKS - Purchase	\$190.00	
00004149 NORCO INC - Purchase	\$282.83	
00004273 ATLAS OFFICE PRODUCTS - Purcha	\$60.31	
00004172 QWEST COMMUNICATIONS - Purchas	\$41.68	
00004273 ATLAS OFFICE PRODUCTS - Purcha	\$34.21	
00004201 BAILEYS ACE HARDWARE - Purchas	\$13.16	
00004226 BAILEYS ACE HARDWARE - Purchas	\$30.12	
00004329 WW GRAINGER - Purchase	\$100.99	
00004169 QWEST COMMUNICATIONS - Purchas	\$41.40	
00004287 KNAPP SUPPLY & EQUIPME - Purch	\$359.10	
	\$12,743.98	Subtotal for Dept. Aquatics
00004192 CITRIXONLINE.COM - Credit	(\$49.00)	
00004354 SAMSCLUB #6425 - Purchase	\$283.46	
00004472 SAMSCLUB #6425 - Credit	(\$283.46)	
00004628 CONOCO COUNTRY STORE - Purchas	\$41.87	
00004525 HOLIDAY INN CODY - Purchase	\$408.24	
00004191 CITRIXONLINE.COM - Purchase	\$49.00	
00004635 WYOMING MACHINERY CO - Purchas	\$369.36	
00004702 HOLIDAY INN CODY - Purchase	\$183.60	
00004680 HOLIDAY INN CODY - Purchase	\$183.60	
00004270 WEISENBACH RECYCLED PR - Purch	\$406.76	
00004616 IRMA HOTEL-RESTAURANT - Purcha	\$30.34	
00004208 NASCO MAIL ORDER - Purchase	\$405.33	
00004204 NASCO MAIL ORDER - Purchase	\$86.12	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004591 CHINA TOWN - Purchase	\$19.39	
00004607 PIZZA HUT #241 - Purchase	\$19.92	
00004672 MAVERICK COUNTRY STO - Purchas	\$40.04	
	\$2,194.57	Subtotal for Dept. Balefill
00004152 SUTHERLANDS 2219 - Purchase	\$179.94	
00004372 MENARDS CASPER - Purchase	\$5.98	
00004234 CASPER WINNELSON CO - Purchase	\$60.00	
00004157 NORCO INC - Purchase	\$9.25	
00004186 CASPER WINNELSON CO - Purchase	\$27.40	
00004184 CASPER WINNELSON CO - Purchase	\$244.56	
00004151 DENNIS SUPPLY COMPAN - Purchas	\$9.88	
00004180 CASPER WINNELSON CO - Purchase	\$31.13	
00004345 SAMSClub #6425 - Purchase	\$20.44	
00004133 DIAMOND VOGEL PAINT #7 - Purch	\$15.05	
00004385 SHERWIN WILLIAMS #3439 - Purch	\$1,889.75	
00004193 BLOEDORN LUMBER CASPER - Purch	\$17.99	
00004252 WW GRAINGER - Purchase	\$70.80	
00004207 PK SAFETY SUPPLY - Purchase	\$94.14	
00004477 BAILEYS ACE HARDWARE - Purchas	\$10.48	
00004705 OVERHEAD DOOR COMPANY - Purcha	\$13.00	
00004211 CASPER WINNELSON CO - Purchase	\$41.01	
00004227 BLOEDORN LUMBER CASPER - Purch	\$126.20	
00004653 NORCO INC - Purchase	\$35.27	
00004228 SHERWIN WILLIAMS #3439 - Purch	\$84.00	
00004327 BLOEDORN LUMBER CASPER - Purch	\$30.90	
00004242 DIAMOND VOGEL PAINT #7 - Purch	\$21.80	
00004544 HD SUPPLY UTILITIES, L - Purch	\$188.20	
00004656 NORCO INC - Purchase	\$105.94	
00004241 RMI - CASPER - Purchase	\$92.50	
00004293 HOUSTON SUPPLY 20 - Purchase	\$39.36	
00004669 BLOEDORN LUMBER CASPER - Purch	\$5.39	
00004144 NORCO INC - Purchase	\$182.82	
00004295 BLOEDORN LUMBER CASPER - Purch	\$68.80	
00004611 SHERWIN WILLIAMS #3439 - Purch	\$35.43	
00004310 OVERHEAD DOOR COMPANY - Purcha	\$182.16	
00004523 RMI - CASPER - Purchase	\$145.00	
00004397 BAILEYS ACE HARDWARE - Purchas	\$6.49	
00004568 HD SUPPLY UTILITIES, L - Purch	\$14.09	
00004567 BAILEYS ACE HARDWARE - Purchas	\$28.76	
00004584 BLOEDORN LUMBER CASPER - Purch	\$88.11	
00004537 BAILEYS ACE HARDWARE - Purchas	\$107.76	
00004457 BLOEDORN LUMBER CASPER - Purch	\$22.75	
00004676 LEES GLASS INC - Purchase	\$31.31	
00004708 BAILEYS ACE HARDWARE - Purchas	\$10.78	
00004548 BAILEYS ACE HARDWARE - Purchas	\$16.45	
00004619 SAMSClub #6425 - Purchase	\$231.42	
00004500 HD SUPPLY UTILITIES, L - Purch	\$420.00	
00004506 CASPER WINNELSON CO - Purchase	\$28.25	
00004524 CASPER WINNELSON CO - Purchase	\$10.34	
00004194 KONE INC. - Purchase	\$237.02	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004521	HOUSTON SUPPLY 20 - Purchase	\$149.16	
00004485	NORCO INC - Purchase	\$462.55	
00004483	BLOEDORN LUMBER CASPER - Purch	\$20.95	
00004443	BLOEDORN LUMBER CASPER - Purch	\$44.94	
00004469	CASPER WINLECTRIC CO - Purchas	\$17.65	
00004168	BLOEDORN LUMBER CASPER - Purch	\$10.66	
00004678	CASPER WINNELSON CO - Purchase	\$81.58	
00004209	KONE INC. - Purchase	\$237.02	
00004125	NORCO INC - Purchase	\$415.23	
00004163	CPS DISTRIBUTORS #30 - Purchas	\$11.76	
00004147	BLOEDORN LUMBER CASPER - Purch	\$25.88	
00004154	CASPER WINNELSON CO - Purchase	\$29.56	
00004674	WW GRAINGER - Purchase	\$224.89	
00004232	BRIDGER STEEL CASPER - Purchas	\$115.20	
00004130	BLOEDORN LUMBER CASPER - Purch	\$129.30	
00004258	WW GRAINGER - Purchase	\$25.80	
00004654	BLOEDORN LUMBER CASPER - Purch	\$5.70	
00004317	CASPER WINNELSON CO - Purchase	\$20.02	
00004351	BAILEYS ACE HARDWARE - Purchas	\$8.18	
00004314	BLOEDORN LUMBER CASPER - Purch	\$425.44	
00004286	BLOEDORN LUMBER CASPER - Purch	\$59.34	
00004282	WW GRAINGER - Purchase	\$104.68	
00004181	CPS DISTRIBUTORS #30 - Purchas	\$7.37	
00004695	DENNIS SUPPLY COMPAN - Purchas	\$112.74	
00004358	BAILEYS ACE HARDWARE - Purchas	\$55.84	
00004355	BLOEDORN LUMBER CASPER - Purch	\$21.73	
00004700	CASPER WINNELSON CO - Purchase	\$5.60	
00004350	DIAMOND VOGEL PAINT #7 - Purch	\$15.55	
00004698	DENNIS SUPPLY COMPAN - Purchas	\$135.48	
00004618	DIAMOND VOGEL PAINT #7 - Purch	\$4.40	
00004255	BLOEDORN LUMBER CASPER - Purch	\$10.21	
00004466	WW GRAINGER - Purchase	\$111.68	
00004177	CASPER WINNELSON CO - Purchase	\$6.39	
00004395	CASPER WINNELSON CO - Purchase	\$43.27	
00004222	CASPER WINNELSON CO - Purchase	\$135.00	
00004221	WW GRAINGER - Purchase	\$30.76	
00004338	CASPER WINNELSON CO - Purchase	\$20.70	
00004164	BLOEDORN LUMBER CASPER - Purch	\$5.21	
00004646	BAILEYS ACE HARDWARE - Purchas	\$7.99	
00004528	MENARDS CASPER - Purchase	\$26.83	
00004254	SHERWIN WILLIAMS #3439 - Credi	(\$4.00)	
		\$8,716.34	Subtotal for Dept. Buildings And Grounds
00004236	EXXONMOBIL 45947843 - Purch	\$30.00	
00004570	STAGE RIGHT CORPORATIO - Purch	\$80.40	
00004247	AVIS RENT-A-CAR 1 - Purchase	\$95.98	
00004356	KEN & BETTYS SCOOPS & - Purcha	\$208.03	
00004426	WW GRAINGER - Purchase	\$167.65	
00004344	CASPER CONTRACTOR SUPP - Purch	\$172.68	
00004379	ALBERTSONS - Purchase	\$367.40	
00004261	ALBERTSONS - Purchase	\$15.76	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004520 HOUSTON SUPPLY 20 - Purchase	\$389.28	
00004582 THE HOME DEPOT 6001 - Purchase	\$29.56	
00004484 NORCO INC - Purchase	\$655.58	
00004377 CALENDARS - Purchase	\$17.84	
00004381 YOUNGS - Purchase	\$103.96	
00004238 WW GRAINGER - Purchase	\$204.80	
00004110 CRESCENT ELECTRIC 103 - Purcha	\$8.50	
00004384 ALBERTSONS - Purchase	\$349.90	
00004260 ALBERTSONS - Purchase	\$27.46	
00004253 ALBERTSONS - Purchase	\$5.94	
00004323 ALLPAPS RESPIRATORY - Purchase	\$10.00	
00004412 ALBERTSONS - Credit	(\$367.40)	
00004156 EVENTSWRISTBANDS.COM - Purchas	\$170.98	
00004315 CRESCENT ELECTRIC 103 - Purcha	\$4.07	
00004300 NOLAND FEED INC. - Purchase	\$128.00	
	\$2,876.37	Subtotal for Dept. Casper Events Center
00004219 SAMSClub #6425 - Purchase	\$87.81	
00004371 SAMSClub #6425 - Purchase	\$255.18	
	\$342.99	Subtotal for Dept. City Manager
00004240 HOTEL MONACO ALEXANDRI - Credi	(\$1.00)	
	(\$1.00)	Subtotal for Dept. Communications Center
00004146 PAYPAL MAVRIETT - Purchase	\$99.99	
00004141 PARTY AMERICA CASPER # - Purch	\$31.48	
00004533 MAXS CONOCO - Purchase	\$85.39	
	\$216.86	Subtotal for Dept. Engineering
00004392 D J WALL-ST-JOURNAL - Purchase	\$259.48	
00004178 D J WALL ST JOURNAL - Purchase	\$25.99	
00004666 ATLAS OFFICE PRODUCTS - Credit	(\$139.01)	
00004638 ATLAS OFFICE PRODUCTS - Purcha	\$197.64	
00004563 ATLAS OFFICE PRODUCTS - Purcha	\$235.00	
00004623 ATLAS OFFICE PRODUCTS - Purcha	\$11.28	
00004518 ATLAS OFFICE PRODUCTS - Purcha	\$119.99	
00004640 ATLAS OFFICE PRODUCTS - Purcha	\$15.52	
00004263 WYOMING SOCIETY OF CPA - Purch	\$290.00	
00004173 BEST BUY 00015271 - Purch	\$499.97	
00004290 KMART 4736 - Purchase	\$24.91	
00004126 SUB BMD AUDIO CONFEREN - Purch	\$197.00	
	\$1,737.77	Subtotal for Dept. Finance
00004573 PAPA JOHN'S #1393 - Purchase	\$45.87	
00004594 FIRE PREVENTION - Credit	(\$325.00)	
00004481 ALBERTSONS - Purchase	\$19.95	
00004536 THE HOME DEPOT 6001 - Purchase	\$36.39	
00004652 AMAZON MKTPLACE PMTS - Purchas	\$379.14	
00004288 MCDONALD'S F13573 - Purchase	\$9.45	
00004601 THE OLIVE GARD00018283 - Purch	\$137.48	
00004493 BMI ONLINE TRAINING - Purchase	\$79.00	
00004576 HARDEE'S #3902 QQ87 - Purch	\$30.49	
00004464 NCS ITL CDE COUNCIL EX - Purch	\$185.00	
00004541 PONCHOS MEXICAN RESTAU - Purch	\$34.55	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004579	JOHNNY J'S DINER - Purchase	\$78.16
00004540	FAMOUS DAVE'S BAR-B-QU - Purch	\$142.28
00004574	WAL-MART #3778 - Purchase	\$101.85
00004546	FIREROCK STEAKHOUSE - Purchase	\$136.96
00004565	DOMINO'S 6042 - Purchase	\$113.30
00004420	WAL-MART #3778 - Purchase	\$97.18
00004670	Amazon.com - Purchase	\$93.16
00004488	SAMSClub #6425 - Purchase	\$108.99
00004571	SMITHS FOOD #4185 - Purchase	\$29.41
00004328	ROCKIT BURGER BAR - Purchase	\$15.14
00004677	THE HOME DEPOT 6001 - Purchase	\$18.94
00004651	Amazon.com - Purchase	\$186.32
00004629	SEARS ROEBUCK 7936 - Purchas	\$27.62
00004667	Amazon.com - Purchase	\$49.48
00004577	POOR BOYS STEAK HOUSE - Purcha	\$113.35
00004162	SEARS ROEBUCK 8181 - Purchas	\$549.77
00004374	SAVOR-MCCORMICK PLACE - Purcha	\$5.94
00004375	PORTILLO'S HOT DOGS C& - Purch	\$11.60
00004394	SHERATON CHICAGO HOTEL - Purch	\$747.30
00004388	SAVOR-MCCORMICK PLACE - Purcha	\$5.11
00004376	ZOOT S CAFE OR20255907 - Purch	\$4.96
00004382	PORTILLO'S HOT DOGS C& - Purch	\$8.00
00004140	JOHN E. REID AND ASSOC - Purch	\$550.00
00004136	Galls Intern - Purchase	\$141.30
00004340	FAMILY DOLLAR #6081 - Purchase	\$36.49
00004393	MCDONALD'S F5708 - Purchase	\$7.01
00004353	SAVOR-MCCORMICK PLACE - Purcha	\$7.43
00004298	SQ JULIANO MAAMARI - Purchase	\$48.93
00004250	BEST BUY 00015271 - Purch	\$29.99
00004383	SHERATON CHICAGO HOTEL - Purch	\$996.40
00004368	GENE & GEORGETTI - Purchase	\$62.76
00004359	MCDONALD'S F5708 - Purchase	\$6.02
00004348	GENE & GEORGETTI - Purchase	\$61.38
00004400	SAVOR-MCCORMICK PLACE - Purcha	\$9.25
00004396	HARRY CARAY'S TAVE - Purchase	\$26.49
00004407	MCDONALD'S F5708 - Purchase	\$7.06
00004307	MCDONALD'S F13573 - Purchase	\$4.17
00004398	UNITED 01626046005183 - Pur	\$25.00
00004143	JOHN E. REID AND ASSOC - Purch	\$550.00
00004336	UNITED 01626044545845 - Pur	\$25.00
00004440	Galls Intern - Purchase	\$108.66
00004342	UNITED 01626044533433 - Pur	\$25.00
00004322	UNITED 01626044534435 - Pur	\$25.00
00004223	DISCOUNTID.COM - Purchase	\$77.98
00004289	MCDONALD'S F13573 - Purchase	\$8.53
00004408	UNITED 01626046492932 - Pur	\$25.00
00004311	ROCKIT BURGER BAR - Purchase	\$14.05
00004405	WWW.YOUR-TAXICAB-RECEI - Purch	\$44.22
00004424	OFFICE MAX - Purchase	\$39.57
00004403	UNITED 01626046492011 - Pur	\$25.00

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004123	AMAZON MKTPLACE PMTS - Purchas	\$119.00	
00004312	GINO'S EAST - Purchase	\$97.13	
00004118	MENARDS CASPER - Purchase	\$201.30	
00004415	ZOOT S CAFE OR20255907 - Purch	\$4.96	
00004389	BRIOCHE DOREE 20254876 - Purch	\$6.18	
00004414	SAVOR-MCCORMICK PLACE - Purcha	\$6.09	
	\$6,699.49	Subtotal for Dept.	Fire
00004581	WAL-MART #3778 - Purchase	\$21.89	
00004119	AMAZON MKTPLACE PMTS - Purchas	\$19.49	
	\$41.38	Subtotal for Dept.	Fort Caspar
00004531	GREINER MOTOR COMPANY - Purcha	\$13.19	
00004593	WYOMING MACHINERY CO - Purchas	\$86.14	
00004583	GREENLINE EQUIPMENT - Purchase	\$72.10	
00004602	BEARING BELT & CHAIN - Purchas	\$51.28	
00004526	BEARING BELT & CHAIN - Purchas	\$11.91	
00004603	WYOMING MACHINERY CO - Purchas	\$101.88	
00004604	ACE EQUIPMENT AND SUPP - Purch	\$167.91	
00004605	WYOMING MACHINERY CO - Purchas	\$152.05	
00004592	WYOMING MACHINERY CO - Purchas	\$336.40	
00004532	HENSLEY BATTERY & ELEC - Purch	\$315.42	
00004585	WYOMING MACHINERY CO - Purchas	\$65.91	
00004597	CMI-TECO - Purchase	\$756.90	
00004600	BEARING BELT & CHAIN - Purchas	\$7.99	
00004558	GREENLINE EQUIPMENT - Purchase	\$65.53	
00004198	CRUM ELECTRIC SUPPLY C - Purch	\$8.47	
00004560	CASPER TIRE - Purchase	\$115.00	
00004606	WYOMING MACHINERY CO - Purchas	\$369.63	
00004665	HENSLEY BATTERY & ELEC - Purch	\$37.83	
00004650	GREINER MOTOR COMPANY - Purcha	\$171.69	
00004681	BEARING BELT & CHAIN - Purchas	\$8.69	
00004658	GREINER MOTOR COMPANY - Purcha	\$80.29	
00004659	GREINER MOTOR COMPANY - Credit	(\$225.00)	
00004660	BEARING BELT & CHAIN - Purchas	\$8.88	
00004459	INTERMOUNTAIN COACH LE - Purch	\$77.74	
00004588	WYOMING MACHINERY CO - Purchas	\$911.44	
00004664	GREINER MOTOR COMPANY - Purcha	\$31.54	
00004550	GREENLINE EQUIPMENT - Purchase	\$96.31	
00004671	BEARING BELT & CHAIN - Purchas	\$13.44	
00004455	GREINER MOTOR COMPANY - Purcha	\$958.48	
00004210	BAILEYS ACE HARDWARE - Purchas	\$5.99	
00004460	GREENLINE EQUIPMENT - Purchase	\$1,715.99	
00004445	WYOMING MACHINERY CO - Purchas	\$70.96	
00004549	GREENLINE EQUIPMENT - Credit	(\$58.63)	
00004586	WYOMING MACHINERY CO - Purchas	\$684.00	
00004662	BEARING BELT & CHAIN - Purchas	\$7.99	
00004284	BEARING BELT & CHAIN - Purchas	\$15.65	
00004552	BEARING BELT & CHAIN - Purchas	\$3.06	
00004280	WYOMING MACHINERY CO - Purchas	\$706.08	
00004391	HENSLEY BATTERY & ELEC - Purch	\$87.53	
00004259	WINGFOOT COMMERCIAL TI - Purch	\$1,200.88	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004367	BEARING BELT & CHAIN - Purchas	\$109.62
00004279	WYOMING MACHINERY CO - Purchas	\$15.39
00004160	BEARING BELT & CHAIN - Purchas	\$17.73
00004363	NORCO INC - Purchase	\$250.23
00004187	HERCULES INDUSTRIES CA - Purch	\$4,435.23
00004266	LARIAT INTERNATIONAL T - Purch	\$101.20
00004267	BEARING BELT & CHAIN - Purchas	\$9.29
00004277	WW GRAINGER - Purchase	\$123.92
00004153	CASPER TIRE - Purchase	\$17.00
00004150	GREINER MOTOR COMPANY - Purcha	\$94.51
00004275	HOSE & RUBBER SUPPLY - Purchas	\$24.50
00004142	BEARING BELT & CHAIN - Purchas	\$9.16
00004378	GREENLINE EQUIPMENT - Purchase	\$95.74
00004364	GREENLINE EQUIPMENT - Purchase	\$137.35
00004556	GREENLINE EQUIPMENT - Purchase	\$211.99
00004639	BEARING BELT & CHAIN - Purchas	\$75.88
00004566	BEARING BELT & CHAIN - Purchas	\$31.99
00004195	DENNIS SUPPLY COMPAN - Purchas	\$25.50
00004575	ULINE SHIP SUPPLIES - Purcha	\$114.97
00004578	BEARING BELT & CHAIN - Purchas	\$518.11
00004158	DECKER AUTO GLASS - Purchase	\$100.00
00004278	WYOMING MACHINERY CO - Purchas	\$8.54
00004682	SEARS ROEBUCK 2341 - Purchas	\$111.99
00004239	BEARING BELT & CHAIN - Purchas	\$24.99
00004148	OFFICE PLAYGROUND, INC - Purch	\$209.99
00004165	WYOMING MACHINERY CO - Purchas	\$52.64
00004182	WYOMING MACHINERY CO - Purchas	\$416.72
00004220	GREENLINE EQUIPMENT - Purchase	\$30.87
00004161	GREENLINE EQUIPMENT - Purchase	\$903.93
00004203	WYOMING MACHINERY CO - Purchas	\$5.02
00004213	CASPER WINNELSON CO - Purchase	\$57.64
00004498	BEARING BELT & CHAIN - Purchas	\$86.81
00004174	WYOMING MACHINERY CO - Purchas	\$68.15
00004514	WW GRAINGER - Purchase	\$226.40
00004511	GREINER MOTOR COMPANY - Purcha	\$16.44
00004549	GREENLINE EQUIPMENT - Credit	(\$100.00)
00004508	WW GRAINGER - Purchase	\$123.92
00004474	A 2 Z TOWING - Purchase	\$75.00
00004517	WW GRAINGER - Purchase	\$123.83
00004596	BEARING BELT & CHAIN - Purchas	\$10.50
00004519	BEARING BELT & CHAIN - Purchas	\$12.09
00004491	GREENLINE EQUIPMENT - Purchase	\$36.01
00004486	GREINER MOTOR COMPANY - Credit	(\$21.53)
00004631	INLAND TRUCK PARTS #35 - Purch	\$366.12
00004478	MCCOY SALES CORPORATIO - Purch	\$8.38
00004626	GREINER MOTOR COMPANY - Purcha	\$3.72
00004590	GREINER MOTOR COMPANY - Purcha	\$635.38
00004642	CMI-TECO - Purchase	\$308.35
00004510	KELLYS ALIGNMENT AND B - Purch	\$53.00
00004621	BEARING BELT & CHAIN - Purchas	\$21.49

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004614 CASPER TIRE - Purchase	\$150.00
00004613 OVERHEAD DOOR COMPANY - Purcha	\$3,003.40
00004614 CASPER TIRE - Purchase	\$155.00
00004620 INLAND TRUCK PARTS #35 - Purch	\$2,630.12
00004482 BEARING BELT & CHAIN - Purchas	\$27.58
00004465 BEARING BELT & CHAIN - Purchas	\$21.49
00004516 GREINER MOTOR COMPANY - Purcha	\$195.32
00004599 CMI-TECO - Purchase	\$75.19
00004706 GREENLINE EQUIPMENT - Purchase	\$92.59
00004463 HENSLEY BATTERY & ELEC - Purch	\$105.14
00004624 LARIAT INTERNATIONAL T - Purch	\$65.80
00004462 GREINER MOTOR COMPANY - Purcha	\$521.25
00004598 WYOMING MACHINERY CO - Purchas	\$488.30
00004612 OVERHEAD DOOR COMPANY - Purcha	\$329.30
00004502 GREINER MOTOR COMPANY - Purcha	\$43.96
00004362 AMERI-TECH EQUIPMENT C - Purch	\$74.00
00004608 WW GRAINGER - Purchase	\$2.70
00004509 BEARING BELT & CHAIN - Credit	(\$13.18)
00004467 GREENLINE EQUIPMENT - Purchase	\$46.02
00004190 GREINER MOTOR COMPANY - Purcha	\$104.82
00004448 WYOMING MACHINERY CO - Purchas	\$38.52
00004649 FREMONT MOTOR CASPER I - Credi	(\$45.00)
00004447 BEARING BELT & CHAIN - Purchas	\$81.68
00004703 BEARING BELT & CHAIN - Purchas	\$24.93
00004188 GREINER MOTOR COMPANY - Purcha	\$43.17
00004630 BEARING BELT & CHAIN - Purchas	\$160.41
00004712 GREENLINE EQUIPMENT - Purchase	\$194.19
00004632 BEARING BELT & CHAIN - Purchas	\$13.78
00004633 STEPHANIE PEDROZA - Purchase	\$2,450.00
00004634 CMI-TECO - Purchase	\$4,740.47
00004636 WYOMING MACHINERY CO - Credit	(\$51.45)
00004637 NUTECH SPECIALTIES INC - Purch	\$747.25
00004507 WW GRAINGER - Purchase	\$129.92
00004641 AMERI-TECH EQUIPMENT C - Purch	\$302.97
00004657 GREINER MOTOR COMPANY - Purcha	\$97.51
00004699 GREINER MOTOR COMPANY - Credit	(\$521.25)
00004684 WW GRAINGER - Purchase	\$14.49
00004686 HENSLEY BATTERY & ELEC - Purch	\$19.39
00004687 GREENLINE EQUIPMENT - Purchase	\$205.32
00004687 GREENLINE EQUIPMENT - Purchase	\$47.32
00004689 GREENLINE EQUIPMENT - Purchase	\$39.61
00004690 GREENLINE EQUIPMENT - Purchase	\$51.22
00004190 GREINER MOTOR COMPANY - Purcha	\$95.84
00004697 GREENLINE EQUIPMENT - Purchase	\$127.27
00004139 BEARING BELT & CHAIN - Purchas	\$6.82
00004451 BEARING BELT & CHAIN - Purchas	\$43.77
00004627 WYOMING MACHINERY CO - Purchas	\$318.01
00004704 BEARING BELT & CHAIN - Credit	(\$51.28)
00004452 BEARING BELT & CHAIN - Purchas	\$12.49
00004707 GREENLINE EQUIPMENT - Purchase	\$108.70

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004450 GREENLINE EQUIPMENT - Purchase	\$35.36
00004710 GREINER MOTOR COMPANY - Credit	(\$171.69)
00004694 C AND M AIR COOLED ENG - Purch	\$350.60
00004417 BEARING BELT & CHAIN - Purchas	\$39.99
00004138 NORCO INC - Purchase	\$142.12
00004114 GREENLINE EQUIPMENT - Purchase	\$99.03
00004432 WYOMING MACHINERY CO - Purchas	\$702.33
00004182 WYOMING MACHINERY CO - Purchas	\$428.82
00004206 AMERI-TECH EQUIPMENT C - Purch	\$325.00
00004276 CMI-TECO - Purchase	\$98.14
00004251 B&B AUTO ELECTRIC INC - Purcha	\$235.00
00004431 WYOMING MACHINERY CO - Purchas	\$13.77
00004429 BEARING BELT & CHAIN - Purchas	\$81.68
00004113 GREINER MOTOR COMPANY - Purcha	\$129.30
00004331 BEARING BELT & CHAIN - Purchas	\$174.09
00004326 EXTREME TRUCK INC - Purchase	\$1,050.00
00004411 BEARING BELT & CHAIN - Purchas	\$199.00
00004248 BEARING BELT & CHAIN - Purchas	\$9.29
00004111 WW GRAINGER - Purchase	\$32.81
00004335 GREENLINE EQUIPMENT - Purchase	\$266.77
00004121 WW GRAINGER - Purchase	\$29.79
00004115 BEARING BELT & CHAIN - Credit	(\$8.63)
00004214 WYOMING MACHINERY CO - Credit	(\$175.06)
00004215 WINGFOOT COMMERCIAL TI - Purch	\$209.34
00004218 ACE EQUIPMENT AND SUPP - Purch	\$495.57
00004202 HENSLEY BATTERY & ELEC - Purch	\$84.00
00004299 BEARING BELT & CHAIN - Credit	(\$18.49)
00004473 INLAND TRUCK PARTS #35 - Purch	\$1,344.64
00004112 BEARING BELT & CHAIN - Credit	(\$66.00)
00004217 GREINER MOTOR COMPANY - Purcha	\$342.52
00004439 WYOMING MACHINERY CO - Purchas	\$363.08
00004409 MIDLAND IMPLEMENT CO - Purchas	\$461.80
00004433 HOSE & RUBBER SUPPLY - Purchas	\$34.15
00004285 BEARING BELT & CHAIN - Purchas	\$10.99
00004127 HONNEN EQUIPMENT #04 - Credit	(\$200.00)
00004271 BEARING BELT & CHAIN - Purchas	\$99.99
00004272 BEARING BELT & CHAIN - Purchas	\$18.49
00004419 DRIVEN POWERSPORTS - Purchase	\$59.99
00004419 DRIVEN POWERSPORTS - Purchase	\$16.48
00004272 BEARING BELT & CHAIN - Purchas	\$21.49
00004423 GREINER MOTOR COMPANY - Purcha	\$187.55
00004111 WW GRAINGER - Purchase	\$32.81
00004224 GREINER MOTOR COMPANY - Purcha	\$840.00
00004437 BEARING BELT & CHAIN - Purchas	\$13.18
00004225 BAILEYS ACE HARDWARE - Purchas	\$4.07
00004231 DENVER INDUSTRIAL SALE - Purch	\$428.28
00004171 BEARING BELT & CHAIN - Purchas	\$18.99
00004199 HOSE & RUBBER SUPPLY - Purchas	\$226.79
00004183 WYOMING MACHINERY CO - Purchas	\$61.77
00004159 WHITES MOUNTAIN - Purchase	\$12.52

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004230	EMERSON MANUFACTURING - Purcha	\$126.03
00004283	BEARING BELT & CHAIN - Purchas	\$35.46
00004425	BEARING BELT & CHAIN - Purchas	\$6.69
00004233	BEARING BELT & CHAIN - Purchas	\$18.99
00004176	BEARING BELT & CHAIN - Purchas	\$258.00
00004196	BEARING BELT & CHAIN - Purchas	\$11.44
00004256	DRIVEN POWERSPORTS - Purchase	\$5.41
00004167	BEARING BELT & CHAIN - Purchas	\$7.49
00004436	GREENLINE EQUIPMENT - Purchase	\$209.17
00004308	BEARING BELT & CHAIN - Purchas	\$23.38
00004274	GREINER MOTOR COMPANY - Purcha	\$29.53
00004235	BAILEYS ACE HARDWARE - Purchas	\$5.27
00004166	CMI-TECO - Credit	(\$1,017.05)
00004406	BEARING BELT & CHAIN - Purchas	\$11.91
00004175	CMI-TECO - Purchase	\$1,856.09
00004321	WYOMING MACHINERY CO - Purchas	\$348.90
00004330	WHITES MOUNTAIN - Purchase	\$203.29
00004332	WYOMING MACHINERY CO - Purchas	\$33.91
00004343	GREENLINE EQUIPMENT - Purchase	\$25.65
00004303	BEARING BELT & CHAIN - Credit	(\$27.97)
00004304	CMI-TECO - Purchase	\$76.81
00004316	WYOMING MACHINERY CO - Purchas	\$170.44
00004318	WYOMING MACHINERY CO - Purchas	\$921.01
00004297	HOBBY-LOBBY #0233 - Purchase	\$19.98
00004320	VOLVO OF MILLS - Purchase	\$114.02
00004346	WW GRAINGER - Purchase	\$17.86
00004370	WYOMING AUTOMOTIVE - Purchase	\$47.90
00004324	GREINER MOTOR COMPANY - Purcha	\$19.10
00004305	BEARING BELT & CHAIN - Purchas	\$12.44
00004361	WW GRAINGER - Purchase	\$20.02
00004360	GREINER MOTOR COMPANY - Purcha	\$75.51
00004357	WINGFOOT COMMERCIAL TI - Purch	\$802.36
00004302	GREENLINE EQUIPMENT - Purchase	\$40.87
00004249	CASPER TIRE - Purchase	\$129.50
00004319	HOSE & RUBBER SUPPLY - Purchas	\$24.45
00004402	BEARING BELT & CHAIN - Purchas	\$4.26
00004291	CMI-TECO - Credit	(\$98.14)
00004160	BEARING BELT & CHAIN - Purchas	\$17.73
00004301	GREINER MOTOR COMPANY - Purcha	\$21.53
00004292	BEARING BELT & CHAIN - Purchas	\$17.44
00004441	WW GRAINGER - Purchase	\$21.60
00004369	GREENLINE EQUIPMENT - Purchase	\$203.49
00004347	CENTRAL TRUCK & DIESEL - Purch	\$21.84
00004380	GREENLINE EQUIPMENT - Purchase	\$160.38
00004134	CMI-TECO - Purchase	\$80.88
00004302	GREENLINE EQUIPMENT - Purchase	\$110.93
00004442	CMI-TECO - Purchase	\$613.00
00004301	GREINER MOTOR COMPANY - Purcha	\$71.15
00004434	FREMONT MOTOR CASPER I - Purch	\$216.70
00004294	CASPER TIRE - Purchase	\$150.00

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004117	FLEETPRIDE 893 - Purchase	\$38.03	
00004137	COMPRESSION LEASING SV - Purch	\$212.78	
00004135	L N CURTIS & SONS - Purchase	\$68.11	
00004365	BEARING BELT & CHAIN - Purchas	\$26.18	
00004269	HOSE & RUBBER SUPPLY - Purchas	\$194.12	
		\$53,276.49	Subtotal for Dept. Garage
00004341	PARTS EXPRESS - Purchase	\$24.12	
00004456	THE UPS STORE 2200 - Purchase	\$9.87	
00004265	CANYON RIDGE COMM - Purchase	\$1,155.00	
		\$1,188.99	Subtotal for Dept. Golf Course
00004696	PRAIRIE PELLA WY LLC - Purchas	\$112.00	
00004430	CHEYENNE LITTLE AMERIC - Purch	\$547.00	
00004390	TEXAS RDHSECHYENNE L - Purcha	\$12.82	
00004131	THE HOME DEPOT 6001 - Purchase	\$285.82	
00004386	MCDONALD'S F7608 - Purchase	\$7.41	
00004444	CHEYENNE LITTLE AMER - Purchas	\$76.58	
00004413	LITTLE AMERICA CHEYE - Purchas	\$14.09	
00004418	ALBANY RESTAURANT & BA - Purch	\$27.42	
00004610	ENERGY LOGIC - Purchase	\$100.38	
00004421	SAFEWAY FUEL 10024685 - Purch	\$25.01	
00004446	BIG A CONVENIENT STORE - Purch	\$73.06	
00004529	MENARDS CASPER - Purchase	\$229.00	
00004685	MENARDS CASPER - Purchase	\$284.39	
00004492	MENARDS CASPER - Purchase	\$137.92	
		\$1,932.90	Subtotal for Dept. Hogadon
00004490	MONTE CARLO ADV RESERV - Purch	\$456.96	
00004128	INTERNATIONAL PUBLIC M - Purch	\$629.00	
00004129	NY-NY HOTEL & CASINO - Purchas	\$263.20	
00004404	UNITED 01623769027075 - Pur	\$563.30	
00004399	UNITED 01629227089324 - Pur	\$12.00	
00004494	DELTA 00673005523444 - Pur	\$399.30	
00004401	INTERNATL SOCIETY - Purchase	\$1,025.00	
00004120	INTERNATIONAL PUBLIC M - Purch	\$629.00	
		\$3,977.76	Subtotal for Dept. Human Resources
00004189	SHERWIN WILLIAMS #3439 - Purch	\$310.97	
00004527	ATLAS OFFICE PRODUCTS - Purcha	\$42.77	
00004645	SHERWIN WILLIAMS #3439 - Purch	\$207.56	
00004692	WYOMING REC & PARKS - Purchase	\$190.00	
00004522	CASPER WINNELSON CO - Purchase	\$102.35	
00004337	INTERNATIONAL TRANSACTION - Pu	\$0.74	
00004495	BAILEYS ACE HARDWARE - Purchas	\$15.98	
00004504	BAILEYS ACE HARDWARE - Purchas	\$3.29	
00004503	SAMSCLUB #6425 - Purchase	\$51.41	
00004562	HD SUPPLY UTILITIES, L - Purch	\$76.72	
00004257	SAMSCLUB #6425 - Purchase	\$14.17	
00004264	SAMS INTERNET - Purchase	\$109.74	
00004313	BIG HILL SERVICES - Purchase	\$73.44	
00004170	HOSE & RUBBER SUPPLY - Purchas	\$19.99	
00004428	CASPER WINNELSON CO - Purchase	\$343.49	
00004245	ACT ACTIVE NETWORK INV - Purch	\$1,500.00	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004116	SAMSCLUB #6425 - Purchase	\$46.00	
00004246	SAMSCLUB #6425 - Purchase	\$8.72	
00004257	SAMSCLUB #6425 - Purchase	\$286.12	
00004273	ATLAS OFFICE PRODUCTS - Purcha	\$60.26	
00004422	BECKER ARENA PRODUCTS - Purcha	\$137.32	
00004281	RICOH USA, INC - Purchase	\$25.49	
00004197	WW GRAINGER - Purchase	\$98.52	
00004257	SAMSCLUB #6425 - Purchase	\$78.48	
00004229	HERBADASHERY LLC - Purchase	\$54.95	
		\$3,858.48	Subtotal for Dept. Ice Arena
00004296	BAILEYS ACE HARDWARE - Purchas	\$15.69	
00004309	OWW CHEAPTIX - Purchase	\$222.24	
00004675	BAILEYS ACE HARDWARE - Purchas	\$122.80	
00004334	UNITED 0167267749066 - Purc	\$444.61	
00004352	HILTON HOTELS - Purchase	\$137.47	
		\$942.81	Subtotal for Dept. Metro Animal
00004212	KONE INC. - Purchase	\$474.04	
		\$474.04	Subtotal for Dept. Parking
00004132	NORCO INC - Purchase	\$63.09	
00004679	PAPILIO TEXASCRAFT - Purchase	\$14.22	
00004243	NORCO INC - Purchase	\$21.03	
00004470	NORCO INC - Purchase	\$106.90	
		\$205.24	Subtotal for Dept. Parks
00004505	SHELL OIL 57444279103 - Purcha	\$33.76	
00004325	LOAF N JUG #0012 Q81 - Purch	\$33.00	
00004349	ORIN JCT TRUCKSTOP & - Purchas	\$26.30	
00004268	EXXONMOBIL 47737358 - Purch	\$25.85	
00004205	STAPLES 00114181 - Purch	\$16.79	
00004237	MAVERIK #426 - Purchase	\$46.60	
00004366	HOLIDAY INN EXPRESS BO - Purch	\$350.70	
		\$533.00	Subtotal for Dept. Police
00004475	PAYPAL WYOMINGSOCI - Purchase	\$250.00	
		\$250.00	Subtotal for Dept. Property & Liability Insurance
00004692	WYOMING REC & PARKS - Purchase	\$190.00	
00004692	WYOMING REC & PARKS - Purchase	\$380.00	
00004116	SAMSCLUB #6425 - Purchase	\$46.00	
00004116	SAMSCLUB #6425 - Purchase	\$46.00	
00004410	PUTT N PARADISE MINI - Purcha	\$280.50	
00004185	ALBERTSONS - Purchase	\$8.86	
00004155	WAL-MART #1617 - Purchase	\$21.22	
00004145	SAMSCLUB #6425 - Purchase	\$26.39	
00004512	FEDEX 468419915126703 - Purcha	\$13.43	
00004515	DOLRTREE 3288 00032888 - Purch	\$3.00	
00004648	SAMSCLUB #6425 - Purchase	\$5.72	
00004306	SAMSCLUB #6425 - Purchase	\$42.95	
00004200	SPORTSMITH - Purchase	\$39.46	
00004273	ATLAS OFFICE PRODUCTS - Purcha	\$34.21	
00004116	SAMSCLUB #6425 - Purchase	\$29.40	
00004339	ATLAS OFFICE PRODUCTS - Purcha	\$59.86	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004489	BUREAU OF LAND MGMT - Purchase	\$108.00	
00004503	SAMSCLUB #6425 - Purchase	\$51.41	
00004692	WYOMING REC & PARKS - Purchase	\$190.00	
00004648	SAMSCLUB #6425 - Purchase	\$5.72	
00004503	SAMSCLUB #6425 - Purchase	\$51.41	
00004527	ATLAS OFFICE PRODUCTS - Purcha	\$42.77	
00004615	THE UPS STORE 2200 - Purchase	\$18.46	
00004527	ATLAS OFFICE PRODUCTS - Purcha	\$156.07	
00004692	WYOMING REC & PARKS - Purchase	\$380.00	
00004515	DOLRTREE 3288 00032888 - Purch	\$22.00	
00004245	ACT ACTIVE NETWORK INV - Purch	\$1,170.59	
00004281	RICOH USA, INC - Purchase	\$25.49	
00004281	RICOH USA, INC - Purchase	\$25.49	
00004257	SAMSCLUB #6425 - Purchase	\$14.17	
00004273	ATLAS OFFICE PRODUCTS - Purcha	\$60.26	
00004333	ATLAS OFFICE PRODUCTS - Purcha	\$3.88	
00004244	SAMS INTERNET - Purchase	\$288.60	
00004245	ACT ACTIVE NETWORK INV - Purch	\$1,000.00	
		\$4,841.32	Subtotal for Dept. Recreation
00004216	Airfare for Sean Orszulak to a	\$754.30	
00004387	PILOT 00003087 - Purch	\$137.00	
00004655	MCDONALD'S F12530 - Purchase	\$5.19	
00004647	MCDONALD'S F12530 - Purchase	\$5.52	
00004373	SWANA	\$100.00	
00004643	MCDONALD'S F12530 - Purchase	\$3.33	
00004693	CONOCO COUNTRY STORE - Purchas	\$31.50	
00004580	BUBBA'S BAR-B-QUE - Purchase	\$22.41	
00004545	PILOT 00003087 - Purch	\$132.11	
00004711	HOLIDAY INN CODY - Purchase	\$388.80	
		\$1,580.16	Subtotal for Dept. Refuse Collection
00004453	TILLIE'S MINI MART - Purchase	\$52.39	
00004542	TILLIE'S MINI MART - Purchase	\$55.90	
00004471	SHADY MOTEL - Purchase	\$138.75	
00004543	OVERLAND HOTEL & SALOO - Purch	\$231.00	
00004458	OVERLAND HOTEL & SALOO - Purch	\$231.00	
00004534	OVERLAND HOTEL & SALOO - Purch	\$231.00	
00004454	TILLIE'S MINI MART - Purchase	\$38.53	
00004480	TILLIE'S MINI MART - Purchase	\$55.17	
00004461	OVERLAND HOTEL & SALOO - Purch	\$24.00	
00004701	SILVER CAFE & BAKERY - Purcha	\$51.31	
00004479	KNOTTY PINE - Purchase	\$31.26	
00004553	SILVER CAFE & BAKERY - Purcha	\$28.23	
00004551	JERRY'S SERVICE - Purchase	\$44.82	
00004547	OVERLAND HOTEL & SALOO - Purch	\$231.00	
00004644	SILVER CAFE & BAKERY - Purcha	\$38.25	
00004661	OVERLAND HOTEL & SALOO - Purch	\$24.00	
00004487	RAMADA INNCOPPER - Purchase	\$85.47	
00004513	A & B SERVICE - Purchase	\$44.00	
00004449	CHILI'S CEDAR CITY - Purchase	\$49.58	
00004709	SHELL OIL 574417187QPS - Purch	\$42.42	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

00004468	PANACA MARKET - Purchase	\$77.38	
00004663	OVERLAND HOTEL & SALOO - Purch	\$231.00	
00004427	RESORT RETAILERS HEBER - Purch	\$98.96	
00004435	24 HOUR C STORE - Purchase	\$100.00	
00004438	MAVERICK COUNTRY STO - Purchas	\$100.00	
00004673	SILVER CAFE & BAKERY - Purcha	\$51.97	
00004569	L N CURTIS AND SONS - Purchase	\$277.20	
00004625	TILLIE'S MINI MART - Purchase	\$27.00	
00004622	SILVER CAFE & BAKERY - Purcha	\$50.46	
00004617	OVERLAND HOTEL & SALOO - Purch	\$231.00	
00004496	SILVER CAFE & BAKERY - Purcha	\$24.82	
00004501	OVERLAND HOTEL & SALOO - Purch	\$231.00	
00004555	PIONEER PIZZA - Purchase	\$48.70	
00004595	TILLIE'S MINI MART - Purchase	\$29.78	
00004587	SILVER CAFE & BAKERY - Purcha	\$28.64	
00004554	SILVER CAFE & BAKERY - Purcha	\$53.69	
00004499	JERRY'S SERVICE - Purchase	\$21.66	
00004609	OVERLAND HOTEL & SALOO - Purch	\$231.00	
00004535	SILVER CAFE & BAKERY - Purcha	\$36.71	
00004589	SILVER CAFE & BAKERY - Purcha	\$26.91	
00004539	TILLIE'S MINI MART - Purchase	\$59.28	
00004564	BRANDIN IRON - Purchase	\$34.88	
00004530	OVERLAND HOTEL & SALOO - Purch	\$24.00	
00004559	PANACA MARKET - Purchase	\$11.09	
00004557	JERRY'S SERVICE - Purchase	\$58.02	
00004497	SILVER CAFE & BAKERY - Purcha	\$36.92	
00004561	SHELL OIL 574417187QPS - Purch	\$52.90	
00004572	SILVER CAFE & BAKERY - Purcha	\$35.02	
00004476	BURGER KING #9368 Q07 - Purch	\$23.36	
		\$4,041.43	Subtotal for Dept. Special Assistance
00004148	OFFICE PLAYGROUND, INC - Purch	\$125.25	
00004679	PAPILIO TEXASCRAFT - Purchase	\$14.22	
00004124	WORKOUTZ.COM - Purchase	\$115.00	
		\$254.47	Subtotal for Dept. Streets
00004683	ASPHALT KINGDOM - Purchase	\$270.00	
00004148	OFFICE PLAYGROUND, INC - Purch	\$125.25	
00004691	INTERNATIONAL TRANSACTION - Pu	\$2.16	
		\$397.41	Subtotal for Dept. Traffic
00004688	DENNIS SUPPLY COMPAN - Purchas	\$67.74	
		\$67.74	Subtotal for Dept. Waste Water
		\$113,390.99	Subtotal for Vendor

PEDEN'S, INC.

N31705	UNIFORMS	\$96.00	
N30081	UNIFORMS	\$94.00	
N30082	UNIFORMS	\$43.00	
		\$233.00	Subtotal for Dept. Police
		\$233.00	Subtotal for Vendor

PENTAIR VALVES & CONTROLS

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

3212772-00 PLANT VALVES AND PIPING	\$323.47
3212796-00 BAR NUNN 1 LS BALL CK O-RINGS	\$80.67
3212920-00 BALL CK PLANT VALVES & PIPING	\$484.82
3212772-00 PLANT VALVES AND PIPING	\$162.13

\$1,051.09 Subtotal for Dept. Waste Water
\$1,051.09 Subtotal for Vendor

PERSONNEL EVALUATION INC.

05517 PRE HIRE TESTING

\$60.00

\$60.00 Subtotal for Dept. Communications Center

\$60.00 Subtotal for Vendor

PETE NIPER

RIN0022518 BOOT REIMBURSEMENT

\$67.50

\$67.50 Subtotal for Dept. Waste Water

\$67.50 Subtotal for Vendor

PLATTE RIVER PARKWAY TRUST

82413-1 DEPOSIT REFUND

\$400.00

\$400.00 Subtotal for Dept. Recreation

\$400.00 Subtotal for Vendor

POLICE DEPT

RIN0022410 REPLENISH BUY FUND

\$50.00

\$50.00 Subtotal for Dept. Police

\$50.00 Subtotal for Vendor

POWDER RIVER SHREDDERS LLC

5483 SHREDDING

\$30.00

\$30.00 Subtotal for Dept. Communications Center

5483 SHREDDING

\$75.00

\$75.00 Subtotal for Dept. Police

\$105.00 Subtotal for Vendor

POWER EQUIPMENT CORP.

C307040510 BROOM REFILL STRIPS

\$743.40

C307040510 12 SEGMENT GUTTER BROOM

\$2,633.52

\$3,376.92 Subtotal for Dept. Garage

C308040720 FLASHING, PUNCH

\$65.21

\$65.21 Subtotal for Dept. Waste Water

\$3,442.13 Subtotal for Vendor

POWER SVC., INC.

1092086-01 RIVERWEST LS TRANSFER SWITCH

\$1,132.38

\$1,132.38 Subtotal for Dept. Waste Water

\$1,132.38 Subtotal for Vendor

PROFORCE LAW ENFORCEMENT

180881 AMMO

\$2,351.60

\$2,351.60 Subtotal for Dept. Police

\$2,351.60 Subtotal for Vendor

PRO-KOTE ENGINEERING & SUPPLY

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

89730 THERMOWELD CHARGES, SLEEVES

\$446.00

\$446.00 Subtotal for Dept. Water

\$446.00 Subtotal for Vendor

PROMOTIONS NOW

224555 HATS, COLORS, PENCILS CRR DIV

\$1,536.24

\$1,536.24 Subtotal for Dept. Fire

222357 PROMOTIONAL PRODUCTS

\$93.00

225948 PROMO ITEMS

\$1,500.00

\$1,593.00 Subtotal for Dept. Police

\$3,129.24 Subtotal for Vendor

PURCHASE ADVANTAGE CARD

RIN0022467 MEETING EXPENSE

\$32.84

\$32.84 Subtotal for Dept. Council

RIN0022409 HALLOWEEN CANDY

\$27.76

\$27.76 Subtotal for Dept. Police

RIN0022409 METH CONF LUNCH

\$40.45

\$40.45 Subtotal for Dept. Police Grants

\$101.05 Subtotal for Vendor

QDOBA MEXICAN GRILL

TM1034 METH CONF LUNCHEON

\$150.00

\$150.00 Subtotal for Dept. Police Grants

\$150.00 Subtotal for Vendor

QUALITY OFFICE SOLUTIONS

0047513-001 OFFICE SUPPLIES

\$49.62

0047379-001 OFFICE SUPPLIES

\$8.37

\$57.99 Subtotal for Dept. Communications Center

0047653-001 OFFICE SUPPLIES

\$29.98

0047587-001 OFFICE SUPPLIES

\$77.37

0047454-001 OFFICE SUPPLIES

\$122.32

0047736-001 OFFICE SUPPLIES

\$169.99

0047621-001 OFFICE SUPPLIES

\$64.95

0047335-001 OFFICE SUPPLIES

\$113.96

0047721-001 OFFICE SUPPLIES

\$59.99

0047493-001 OFFICE SUPPLIES

\$55.98

0047378-001 OFFICE SUPPLIES

\$141.07

0047745-001 OFFICE SUPPLIES

\$286.93

0047716-001 OFFICE SUPPLIES

\$161.17

0047363-001 OFFICE SUPPLIES

\$517.90

\$1,801.61 Subtotal for Dept. Police

0047560-001 OFFICE SUPPLIES

\$217.19

\$217.19 Subtotal for Dept. Police Grants

\$2,076.79 Subtotal for Vendor

R&R REST STOPS

24636 PUMP SERVICE

\$47.25

\$47.25 Subtotal for Dept. Fire

24633 PORTABLES

\$755.13

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$755.13 Subtotal for Dept. Golf Course

\$802.38 Subtotal for Vendor

RAMSHORN CONSTRUCTION, INC.

RIN0022484 RETAINAGE

(\$12,151.99)

(\$12,151.99) Subtotal for Dept. Capital Projects

RIN0022484 2013 SLURRY SEAL

\$84,642.15

RIN0022484 2013 SLURRY SEAL

\$37,159.30

\$121,801.45 Subtotal for Dept. Streets

\$109,649.46 Subtotal for Vendor

RECYCLED MATERIALS, LLC.

0713 MIKE SEDAR POOL RECONSTRUCTION

\$3,759.00

\$3,759.00 Subtotal for Dept. Aquatics

\$3,759.00 Subtotal for Vendor

REIS ENVIRONMENTAL, INC.

1075579 MULTI-RAE LITE LAMP KIT

\$2,006.73

1074794 CHIP-RR2

\$76.75

\$2,083.48 Subtotal for Dept. Special Assistance

\$2,083.48 Subtotal for Vendor

REXEL

S104972428.001 AB SLC 4PT COMB MODULE

\$1,389.20

\$1,389.20 Subtotal for Dept. Waste Water

\$1,389.20 Subtotal for Vendor

RICOH USA INC

5027304843 COPIER MAINT

\$31.35

\$31.35 Subtotal for Dept. Police

\$31.35 Subtotal for Vendor

RIMAGE CORPORTATION

90124458 MEDIA KIT

\$494.72

90123895 EVIDENCE SUPPLIES

\$594.68

\$1,089.40 Subtotal for Dept. Police

\$1,089.40 Subtotal for Vendor

RINK SYS. INC.

1101802 GLASS

\$712.50

\$712.50 Subtotal for Dept. Ice Arena

\$712.50 Subtotal for Vendor

ROBERTA MUNDELL

RIN0022397 OVERPAY OF HEALTH INS PREMIUM

\$581.74

\$581.74 Subtotal for Dept. Health Insurance

\$581.74 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00014909061321 ELECTRICITY

\$4,896.91

AP00016909061321 ELECTRICITY

\$1,660.45

\$6,557.36 Subtotal for Dept. Aquatics

AP00015009061321 ELECTRICITY

\$263.67

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

		\$263.67	Subtotal for Dept.	Cemetery
AP00015109061321	ELECTRICITY	\$193.78		
AP00015109061321	ELECTRICITY	\$428.19		
AP00015109061321	ELECTRICITY	\$1,009.04		
AP00015109061321	ELECTRICITY	\$24.78		
AP00015109061321	ELECTRICITY	\$5,045.18		
		\$6,700.97	Subtotal for Dept.	City Hall
AP00015509061321	ELECTRICITY	\$2,587.92		
		\$2,587.92	Subtotal for Dept.	Fire
AP00015609061321	ELECTRICITY	\$1,222.01		
		\$1,222.01	Subtotal for Dept.	Fort Caspar
AP00015409061321	ELECTRICITY	\$2,797.38		
		\$2,797.38	Subtotal for Dept.	Garage
AP00015709061321	ELECTRICITY	\$5,041.17		
		\$5,041.17	Subtotal for Dept.	Golf Course
AP00015809061321	ELECTRICITY	\$4,656.14		
		\$4,656.14	Subtotal for Dept.	Hogadon
AP00015909061321	ELECTRICITY	\$5,504.53		
		\$5,504.53	Subtotal for Dept.	Ice Arena
AP00016009061321	ELECTRICITY	\$1,146.32		
		\$1,146.32	Subtotal for Dept.	Metro Animal
AP00016209061321	ELECTRICITY	\$314.23		
		\$314.23	Subtotal for Dept.	Police
AP00015209061321	ELECTRICITY	\$4,569.62		
		\$4,569.62	Subtotal for Dept.	Recreation
AP00016309061321	ELECTRICITY	\$414.22		
		\$414.22	Subtotal for Dept.	Sewer
AP00016409061321	ELECTRICITY	\$52,802.53		
54730761-002 2	ELECTRICITY	\$139.25		
		\$52,941.78	Subtotal for Dept.	Traffic
AP00016609061321	ELECTRICITY	\$26,685.08		
		\$26,685.08	Subtotal for Dept.	Waste Water
RIN0022459	ELECTRICITY	\$87,986.78		
RIN0022459	ELECTRICITY	\$9,521.49		
		\$97,508.27	Subtotal for Dept.	Water Treatment Plant
		\$218,910.67	Subtotal for Vendor	

ROCKY MTN DIV OF INTL ASSO FOR IDENTIFICATION

WYPD004 RENEW MEMBERSHIP

	\$250.00		
	\$250.00	Subtotal for Dept.	Police
	\$250.00	Subtotal for Vendor	

ROOTER SEWER SERVICE INC

24639	PORTABLES	\$363.88	
24644	PORTABLES	\$1,474.56	
24645	PORTABLES	\$240.44	
24655	PORTABLES	\$363.88	
24640	PORTABLES	\$535.67	
24662	PORTABLES	\$240.44	

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

24647	PORTABLES	\$363.88		
24648	PORTABLES	\$123.44		
24649	PORTABLES	\$610.76		
24643	PORTABLES	\$240.44		
24651	PORTABLES	\$240.44		
24641	PORTABLES	\$363.88		
24653	PORTABLES	\$170.56		
24654	PORTABLES	\$170.56		
24656	PORTABLES	\$80.56		
24657	PORTABLES	\$38.93		
24658	PORTABLES	\$80.56		
24659	PORTABLES	\$123.44		
24660	PORTABLES	\$123.44		
24661	PORTABLES	\$123.44		
24650	PORTABLES	\$487.32		
24646	PORTABLES	\$123.44		
24652	PORTABLES	\$123.44		
24642	PORTABLES	\$363.88		
		\$7,171.28	Subtotal for Dept.	Parks
24637	PORTABLES	\$132.30		

\$132.30 Subtotal for Dept. Police
\$7,303.58 Subtotal for Vendor

ROSE BROS., INC.

IV48429 MISC COUNTER 6MF FRONT WEIGHTS

\$390.00
\$390.00 Subtotal for Dept. Weed And Pest
\$390.00 Subtotal for Vendor

RYAN HIEB

RIN0022472 TRAVEL EXPENSES

\$296.01
\$296.01 Subtotal for Dept. Police
\$296.01 Subtotal for Vendor

SAFARILAND, LLC.

I13-105414 EVIDENCE SUPPLIES

I13-107634 LESS LETHAL AMMO

\$43.63
\$3,966.00
\$4,009.63 Subtotal for Dept. Police
\$4,009.63 Subtotal for Vendor

SAFETY KLEEN SYSTEMS, INC.

61481333 SOLVENT TANK

\$202.57
\$202.57 Subtotal for Dept. Garage
\$202.57 Subtotal for Vendor

SAM DUNNUCK

2361835 CLOTHING ALLOWANCE

\$317.50
\$317.50 Subtotal for Dept. Police
\$317.50 Subtotal for Vendor

SAM'S CLUB

4940 RECOGNITION MEETING

\$118.06
\$118.06 Subtotal for Dept. Balefill

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

1688 YOPLAIT, TOMATO, LETTUCE	\$31.30		
	\$31.30	Subtotal for Dept.	Casper Events Center
6814 OFFICE SUPPLIES COFFEE	\$42.07		
	\$42.07	Subtotal for Dept.	Code Enforcement
6085 MEETING EXPENSE	\$74.60		
1874 MEETING EXPENSE	\$39.92		
	\$114.52	Subtotal for Dept.	Council
L130720 LATE FEES	\$1.58		
L130820 LATE FEES	\$15.31		
	\$16.89	Subtotal for Dept.	Fire
6085 OFFICE SUPPLY	\$8.98		
	\$8.98	Subtotal for Dept.	Information Services
0106650CM MISC CREDIT	(\$78.96)		
6390 MISC OFFICE SUPPLIES	\$84.10		
	\$5.14	Subtotal for Dept.	Parks
6814 OFFICE SUPPLIES COFFEE	\$42.07		
	\$42.07	Subtotal for Dept.	Planning
0901 BATTERIES	\$47.94		
2994 SUPPLIES	\$189.58		
	\$237.52	Subtotal for Dept.	Police
8655 KCB- CITYFEST	\$16.08		
	\$16.08	Subtotal for Dept.	Refuse Collection
9917 COFFEE,CLEANING SUPP,PAPER TOW	\$71.42		
	\$71.42	Subtotal for Dept.	Sewer
6390 MISC OFFICE SUPPLIES	\$84.09		
	\$84.09	Subtotal for Dept.	Streets
9917 BREAK ROOM SUPPLY,LAUNDRY SOAP	\$76.39		
	\$76.39	Subtotal for Dept.	Waste Water
	\$864.53	Subtotal for Vendor	
SCOTT BAXTER			
RIN0022431 CMS4S DUES	\$75.00		
	\$75.00	Subtotal for Dept.	Engineering
	\$75.00	Subtotal for Vendor	
SCOTT SAAFIELD			
RIN0022514 MILLER DORM DEPOSIT REFUND	\$500.00		
RIN0022514 MILLER DORM RENT REFUND	\$25.80		
	\$525.80	Subtotal for Dept.	City Hall
	\$525.80	Subtotal for Vendor	
SETH WHEELER			
RIN0022473 TRAVEL EXPENSES	\$235.00		
	\$235.00	Subtotal for Dept.	Police
	\$235.00	Subtotal for Vendor	
SHEET METAL SPECIALTIES, INC.			
20152 HEADWORKS BLDG MCC A/C	\$4,230.00		
20248 INSTALL AC EQUIP IN HEADWORKS	\$3,670.00		
	\$7,900.00	Subtotal for Dept.	Waste Water

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

SHERWIN-WILLIAMS CORP.

OE0144933Q3439 PAINT SUPPLIES

OE0144457Q3439 KCB

\$7,900.00 Subtotal for Vendor

\$132.87

\$132.87 Subtotal for Dept. Balefill

\$57.54

\$57.54 Subtotal for Dept. Refuse Collection

\$190.41 Subtotal for Vendor

SOLID WASTE ASSOC. OF NORTH AMERICA

2014-64034 ANNUAL MEMBERSHIP DUES-2014

2014-83173 ANNUAL MEMBERSHIP DUES-2014

2014-51051 ANNUAL MEMBERSHIP DUES-2014

\$420.00

\$195.00

\$195.00

\$810.00 Subtotal for Dept. Balefill

\$810.00 Subtotal for Vendor

SON MFG. CO.

080913-1 1750 SUNDIAL COMPASSES

\$126.88

\$126.88 Subtotal for Dept. Fort Caspar

\$126.88 Subtotal for Vendor

SOUTHEAST PUBLICATIONS USA, INC.

1009146 ADV AT CASPER EAST RV PARK

\$249.00

\$249.00 Subtotal for Dept. Fort Caspar

\$249.00 Subtotal for Vendor

SPORTSMAN'S WAREHOUSE

137-07504 BOOTS

\$4,019.80

\$4,019.80 Subtotal for Dept. Fire

\$4,019.80 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

717004 PROF SVCS NORTH PLATTE RIVER

\$13,606.00

\$13,606.00 Subtotal for Dept. Refuse Collection

\$13,606.00 Subtotal for Vendor

STAR LINE FEEDS

222582 ANIMAL FOOD

\$646.80

\$646.80 Subtotal for Dept. Metro Animal

\$646.80 Subtotal for Vendor

STARR GIORGI

RIN0022479 EMPLOYEE MILEAGE REIMBURSEMENT

\$78.26

\$78.26 Subtotal for Dept. Information Services

\$78.26 Subtotal for Vendor

STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

2013-0715 WYR001010 STORMWATER PERMIT

\$500.00

\$500.00 Subtotal for Dept. Waste Water

\$500.00 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

RIN0022517 SALES TAX

\$7.88

RIN0022517 SALES TAX

\$163.90

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

RIN0022517 SALES TAX	\$19.22		
	\$191.00	Subtotal for Dept.	Aquatics
RIN0022517 SALES TAX	\$266.05		
	\$266.05	Subtotal for Dept.	Balefill
RIN0022517 SALES TAX	\$245.65		
RIN0022517 SALES TAX	\$3,131.60		
RIN0022517 SALES TAX	\$323.22		
RIN0022517 SALES TAX	\$13.50		
RIN0022517 SALES TAX	\$10.57		
	\$3,724.54	Subtotal for Dept.	Casper Events Center
RIN0022517 SALES TAX	\$552.85		
	\$552.85	Subtotal for Dept.	Fort Caspar
RIN0022517 SALES TAX	\$116.92		
	\$116.92	Subtotal for Dept.	Ice Arena
RIN0022517 SALES TAX	\$30.78		
	\$30.78	Subtotal for Dept.	Recreation
	\$4,882.14	Subtotal for Vendor	
STATE OF WY. - DIV. OF VICTIM SVCS.			
RIN0022454 VICTIM SVCS CONF REGIST X 3	\$285.00		
	\$285.00	Subtotal for Dept.	Police Grants
	\$285.00	Subtotal for Vendor	
STATE OF WY. - NOTARY DIV.			
RIN0022477 ASSOCIATION DUES	\$30.00		
	\$30.00	Subtotal for Dept.	City Attorney
	\$30.00	Subtotal for Vendor	
STEWART & STEVENSON			
5588884 FILTER,660231 VAC-CON	\$98.02		
5588884 FILTER,660231 VAC-CON	\$294.03		
	\$392.05	Subtotal for Dept.	Garage
	\$392.05	Subtotal for Vendor	
STOTZ EQUIPMENT			
P15026 O-RINGS & FREIGHT	\$25.38		
P15026 RETURNED PARTS	\$772.69		
P14859 SAW CHAIN	\$27.28		
P14842 OIL, LOW VIS	\$74.99		
P15452 TIRE & WHEEL	\$441.24		
P15203 CREDIT, RETURNED PARTS	(\$772.69)		
	\$568.89	Subtotal for Dept.	Garage
	\$568.89	Subtotal for Vendor	
SUPERIOR STRUCTURES CORP.			
899743 LIFESTEPS CAMPUS IMPROVEMENTS,	\$2,400.40		
899742 LIFESTEPS CAMPUS IMPROVEMENTS,	\$13,398.00		
	\$15,798.40	Subtotal for Dept.	Life Steps Campus
	\$15,798.40	Subtotal for Vendor	
SUTHERLAND'S CORP.			

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

109514 CHAIN HITEST

\$5.97

\$5.97 Subtotal for Dept. Parks

109490 PAINTING SUPPLIES

\$149.26

109561 TAPE & NIPPLES

\$5.57

109473 PIPE

\$20.97

\$175.80 Subtotal for Dept. Water

109341 KNOBS FOR LIGHT FIXTURES

\$24.43

\$24.43 Subtotal for Dept. Water Treatment Plant

\$206.20 Subtotal for Vendor

TALBOT PRINTING & PAPER

2534 OFFICE SUPPLIES

\$48.00

\$48.00 Subtotal for Dept. Police

\$48.00 Subtotal for Vendor

TERRY JACKSON

1420 CLOTHING ALLOWANCE

\$66.66

8685 CLOTHING ALLOWANCE

\$500.00

\$566.66 Subtotal for Dept. Police

\$566.66 Subtotal for Vendor

TETRA TECH INC.

50706816 QUARTERLY TESTING

\$1,040.00

\$1,040.00 Subtotal for Dept. Water Treatment Plant

\$1,040.00 Subtotal for Vendor

THE HOME DEPOT

7562433 PAINT/SUPPLIES

\$119.73

30803791 LIGHT BULBS

\$71.76

3080379 SUPPLIES

\$69.76

\$261.25 Subtotal for Dept. Metro Animal

106679 CREDIT MEMO

(\$76.86)

27665 ACTIVE SHOOTER SUPPLIES

\$10.93

(\$65.93) Subtotal for Dept. Police

9162728 HOSE FOR BLDG SPRAYER PARTS

\$56.93

\$56.93 Subtotal for Dept. Weed And Pest

\$252.25 Subtotal for Vendor

THE HON COMPANY

327022 TACK BOARD PANEL FOR DESK

\$108.73

\$108.73 Subtotal for Dept. Fire

\$108.73 Subtotal for Vendor

THE REDLINE MUSIC PROJECT

8312013 DEPOSIT REFUND

\$275.00

\$275.00 Subtotal for Dept. Recreation

\$275.00 Subtotal for Vendor

TIRE PROFESSIONALS, INC

54412 ALIGNMENT

\$377.00

\$377.00 Subtotal for Dept. Garage

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$377.00 Subtotal for Vendor

TLO, INC

RIN0022503 BACKGROUND INV ACCESS

\$110.00

\$110.00 Subtotal for Dept. Police

\$110.00 Subtotal for Vendor

TOOLE DESIGN GROUP

7032JUL5 CASPER AREA TRAILS, PATH AND

\$2,684.33

7032JUL5 CASPER AREA TRAILS, PATH AND

\$282.11

\$2,966.44 Subtotal for Dept. Metropolitan Planning

\$2,966.44 Subtotal for Vendor

TOOLPUSHERS SUPPLY

82113 DEPOSIT REFUND

\$150.00

\$150.00 Subtotal for Dept. Recreation

\$150.00 Subtotal for Vendor

TOP OFFICE PRODUCTS

134271 COPIES

\$156.06

\$156.06 Subtotal for Dept. City Attorney

133886 COPIES

\$63.63

\$63.63 Subtotal for Dept. Water

\$219.69 Subtotal for Vendor

TORRINGTON SOD FARMS

12888 KENTUCKY BLUEGRASS

\$1,625.00

\$1,625.00 Subtotal for Dept. Parks

\$1,625.00 Subtotal for Vendor

TRACEY BELSER

RIN0022398 FLIGHT REIMBURSEMENT FOR CONF

\$379.29

\$379.29 Subtotal for Dept. Human Resources

\$379.29 Subtotal for Vendor

TRAFFIC PARTS, INC.

373726 FLASHERS, FUSES

\$1,100.00

\$1,100.00 Subtotal for Dept. Traffic

\$1,100.00 Subtotal for Vendor

TRAUMA CLEAN SPECIALISTS LLC.

812634 BIO CLEAN VEHICLE

\$125.00

812633 BIO DETAIL

\$125.00

\$250.00 Subtotal for Dept. Police

\$250.00 Subtotal for Vendor

TURNKEY SVCS INC.

273 LEGAL

\$6,119.66

\$6,119.66 Subtotal for Dept. City Attorney

\$6,119.66 Subtotal for Vendor

U.S. POSTMASTER

RIN0022475 POSTAGE

\$367.00

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

RIN0022475 POSTAGE

\$367.00 Subtotal for Dept. Code Enforcement
 \$100.00
\$100.00 Subtotal for Dept. Planning
\$467.00 Subtotal for Vendor

UNITED PARCEL SVC.

00008F045W333 MONTHLY TESTING
 00008F045W343 MONTHLY TESTING

\$107.47
 \$119.82
\$227.29 Subtotal for Dept. Water Treatment Plant
\$227.29 Subtotal for Vendor

UNITED STATES WELDING, INC.

6213923 FLE-A1236

5080996 AUGUST CYLINDER RENT

\$11.04
\$11.04 Subtotal for Dept. Parks
 \$19.57
\$19.57 Subtotal for Dept. Water
\$30.61 Subtotal for Vendor

UNIVERSITY OF WY.- WY TECH TRANSFER CTR

734001 JK AS AC EY TRAINING

\$320.00
\$320.00 Subtotal for Dept. Engineering
\$320.00 Subtotal for Vendor

VAN DIEST SUPPLY CO.

69379 PRO DEUCE WEED KILLER SPRAY

74224 MILESTONE

76283 T ZONE HERBICIDE

74223 SPEEDZONE

74225 SPEEDZONE

\$316.25
\$316.25 Subtotal for Dept. Waste Water
 \$749.33
 \$1,080.75
 \$1,392.00
 \$696.00
\$3,918.08 Subtotal for Dept. Weed And Pest
\$4,234.33 Subtotal for Vendor

VERIZON WIRELESS

9710075339 WIRELESS SERVICE

9709993017 WIRELESS SERVICE

9709369742 WIRELESS SERVICE

9709993018 WIRELESS SERVICE

9709879399 WIRELESS SERVICE

\$121.75
\$121.75 Subtotal for Dept. Communications Center
 \$1,506.06
\$1,506.06 Subtotal for Dept. Fire
 \$40.03
\$40.03 Subtotal for Dept. Garage
 \$40.01
\$40.01 Subtotal for Dept. Special Assistance
 \$41.32
\$41.32 Subtotal for Dept. Water
\$1,749.17 Subtotal for Vendor

VIPER UNDERGROUND

2 RETAINAGE

2 2013 MISC SANITARY SEWER

(\$965.00)
 \$14,710.00
\$13,745.00 Subtotal for Dept. Sewer
\$13,745.00 Subtotal for Vendor

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

VISITS LLC

2341 CAR WASHES

\$10.00

\$10.00 Subtotal for Dept. Code Enforcement

\$10.00 Subtotal for Vendor

VOLVO CONSTRUCTION EQUIP. RENTS, INC.

360311-0002 FREIGHT CREDIT FOR BELT/RING

(\$48.30)

360311-0001 BELT/RING + FREIGHT

\$101.60

299033-0001 BLADES

\$23.88

\$77.18 Subtotal for Dept. Water

\$77.18 Subtotal for Vendor

W.N. MCMURRY CONST. CO.

RIN0022492 YOUTH CRISIS CENTER CONSTRUCTI

\$35,058.00

\$35,058.00 Subtotal for Dept. Capital Projects

\$35,058.00 Subtotal for Vendor

W.W.C. ENGINEERING

131550001 2013 WATER MAIN REPLACEMENT PH

\$8,023.12

\$8,023.12 Subtotal for Dept. Water

\$8,023.12 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0022460 WATER SERVICE

\$111.37

\$111.37 Subtotal for Dept. Water Treatment Plant

\$111.37 Subtotal for Vendor

WATER CONTROL CORP.

2230 UV LIGHT FACILITY SUPPLIES

\$340.16

\$340.16 Subtotal for Dept. Waste Water

\$340.16 Subtotal for Vendor

WATER ENVIRONMENT FEDERATION

9000174860 WEF MEMBERSHIP

\$113.00

\$113.00 Subtotal for Dept. Sewer

\$113.00 Subtotal for Vendor

WERCS COMMUNICATIONS

5254152033-12 ETHERNET ACCESS FEE

\$1,015.00

\$1,015.00 Subtotal for Dept. Police

\$1,015.00 Subtotal for Vendor

WES GUDAHL

0018761 CLOTHING ALLOWANCE

\$50.00

0018776 CLOTHING ALLOWANCE

\$50.00

\$100.00 Subtotal for Dept. Police

\$100.00 Subtotal for Vendor

WEST GROUP

827926570 BOOKS

\$1,018.20

\$1,018.20 Subtotal for Dept. City Attorney

827850106 ANNUAL SUBSCRIPS X 4

\$990.24

\$990.24 Subtotal for Dept. Police

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

\$2,008.44 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC13001-1004 FIRE STATION #1 EMERGENCY

\$315.00

\$315.00 Subtotal for Dept. Fire

BC13013-1004 OAKCREST BOOSTER STATION EMERG

\$385.00

\$385.00 Subtotal for Dept. Water

\$700.00 Subtotal for Vendor

WESTERN SLING CORP.

287497 CABLES FOR DECONT

\$66.84

\$66.84 Subtotal for Dept. Water Treatment Plant

\$66.84 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

112490012 ROBERTSON RD WATER MAIN PROJ

\$788.61

\$788.61 Subtotal for Dept. Water

\$788.61 Subtotal for Vendor

WHELEN ENGINEERING CO. INC.

452139 E-2 FRONT LIGHT

\$862.80

\$862.80 Subtotal for Dept. Fire

\$862.80 Subtotal for Vendor

WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC.

177-1038527 TIRE,MOTOR GRADER

\$3,761.20

177-1038749 11R22.5 MS RECAP

\$5,466.00

\$9,227.20 Subtotal for Dept. Garage

\$9,227.20 Subtotal for Vendor

WOLF GANG OF WY

RIN0022468 CABLE CHANNEL 3 PRODUCTION SER

\$3,333.33

\$3,333.33 Subtotal for Dept. Council

\$3,333.33 Subtotal for Vendor

WORTHINGTON, LENHART & CARPENTER

2013-11440 SURVEYING

\$550.00

\$550.00 Subtotal for Dept. Engineering

\$550.00 Subtotal for Vendor

WRIGHT BROTHERS

RIN0022494 FIRE STATION 2 RETAINAGE PAY

\$23,533.05

\$23,533.05 Subtotal for Dept. Capital Projects

\$23,533.05 Subtotal for Vendor

WRIGHT BROTHERS, THE BUILDING COMPANY

4 RETAINAGE

(\$23,533.05)

(\$23,533.05) Subtotal for Dept. Capital Projects

4 CASPER FIR-EMS STATION #2 EXTE

\$235,330.53

\$235,330.53 Subtotal for Dept. Fire

\$211,797.48 Subtotal for Vendor

WY. ASSOC. OF HOUSING & REDEVELOPMENT

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

RIN022509 WYO NAHRO CONFERENCE

\$200.00

\$200.00 Subtotal for Dept. Planning

\$200.00 Subtotal for Vendor

WY. ASSOC. OF RURAL WATER SYSTEMS

11323 FALL REGISTRATION, RAIL

\$235.00

\$235.00 Subtotal for Dept. Water

\$235.00 Subtotal for Vendor

WY. LOCK & SAFE

25465 LOCK REPAIR

\$65.00

\$65.00 Subtotal for Dept. Police

\$65.00 Subtotal for Vendor

WY. MACHINERY CO.

PO 3404443 FILTER,AIR 141401

\$77.62

PO 3400038 ELEMENT ASY

\$22.38

PO 3400038 ELEMENT ASY

\$16.08

PO 3404443 ELEMENT ASY

\$77.89

PO 3402562 FILTER, OIL

\$11.67

PO 3404443 FILTER, AIR

\$219.00

PO 3400038 FILTER,AIR

\$26.20

PO 3400038 FILTER,TRANS OIL

\$37.51

PO 3404443 ELEMENT ASY

\$90.02

PO 3400038 FILTER

\$11.86

PO 3400038 FILTER

\$38.83

PO 3404443 FILTER

\$195.72

PO 3404443 FILTER ASY

\$167.44

PO 3404443 ELEMENT ASY

\$88.71

PO 3404443 FILTER, OIL

\$130.68

PO 3404443 FILTER, OIL

\$28.78

PO 3404443 FILTER, AIR

\$357.12

PO 3404443 FILTER,TRANS OIL

\$37.51

PO 3404443 FILTER, HYD

\$22.79

PO 3404443 FILTER,AIR 141401

\$69.67

PO 3404443 FILTER

\$41.60

\$1,769.08 Subtotal for Dept. Garage

\$1,769.08 Subtotal for Vendor

WY. MEDICAL CENTER

1318300362 INVESTIGATION 13-046268

\$777.20

\$777.20 Subtotal for Dept. Police

\$777.20 Subtotal for Vendor

WY. PEACE OFFICERS ASSOC.

RIN0022457 WPOA REGISTRATION; M FRANK

\$140.00

\$140.00 Subtotal for Dept. Communications Center

\$140.00 Subtotal for Vendor

WY. STEEL & RECYCLING IRON & METALS, INC.

118143 GATE TUBING

\$161.40

118340 SQUARE AND RECTANGLE TUBING

\$129.78

Bills and Claims

City of Casper

04-Sep-13 to 17-Sep-13

118046 PIPE, SQUARE TUBING

118142 SQUARE TUBING

\$359.93

(\$204.00)

\$447.11 Subtotal for Dept. Parks

\$447.11 Subtotal for Vendor

WY. TRADING CO.

13837 HAT BROWN BRONCO, BLACK, STONE

\$189.50

\$189.50 Subtotal for Dept. Fort Caspar

\$189.50 Subtotal for Vendor

WYATT ELECTRIC INC.

1586 RUN POWER FOR SPLIT A/C UNITS

\$625.00

\$625.00 Subtotal for Dept. Parks

\$625.00 Subtotal for Vendor

XEROX CORP

069887501 MAINT PLAN

069887500 SUPPLY

\$22.00

\$104.83

\$126.83 Subtotal for Dept. Engineering

\$126.83 Subtotal for Vendor

Grand Total

\$4,560,448.02

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 09/17/13

Payroll Disbursements

8/30/13	EXCEPTION PAYROLL	\$ 660.00
8/30/13	BENEFITS & DEDUCTIONS	\$ 84.41
9/4/13	FIRE PAYROLL	\$ 178,084.14
9/4/13	BENEFITS & DEDUCTIONS	\$ 33,146.16
9/12/13	REGULAR PAYROLL	\$ 1,180,199.02
9/12/13	BENEFITS & DEDUCTIONS	\$ 217,804.93
09/13/13	FIRE PAYROLL	\$ 192,907.52
09/13/13	BENEFITS & DEDUCTIONS	\$ 35,157.45

Total Payroll \$ 1,838,043.63

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

September 11, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

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

Recommendation:

That Council, by minute action, establish October 1, 2013, as the public hearing date for the consideration of an ordinance approving a zone change of Lots 22-23, Block 7, East Burlington Addition, from C-2 (General Business) to M-1 (Limited Industrial); and a vacation and replat of Lots 22-27, Block 7, East Burlington Addition creating the Colonial House Addition.

Summary:

The applicants in this case have applied for a replat and a zone change involving Lots 22-27, Block 7, East Burlington Addition, to create the Colonial House Addition, located at 1914 East Yellowstone Highway. The replat encompasses approximately 0.5-acres, and is reconfiguring six (6) existing lots into two (2) new lots. As a result of the reconfiguration of the lots in the subject area, a zone change is necessary to ensure that the zoning district boundaries conform to the new lot lines.

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

COLONIAL HOUSE ADDITION



September 11, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

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

Recommendation:

That Council, by minute action, establish October 1, 2013, as the public hearing date for the consideration of an appeal of the decision of the Planning and Zoning Commission to deny site plan approval for the construction of a one story, 10,750 square foot building addition to the College Heights Baptist Church Community Center (former Garfield School), located at 1927 South Walnut Street.

Summary:

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

The Planning and Zoning Commission denied the site plan at a public hearing held on August 27, 2013. Section 17.12.150(H)(1) of the Casper Municipal Code allows the applicant to appeal the decision to the City Council within ten (10) business days. The City received a request from the applicant to appeal the decision dated September 3, 2013, within the statutory ten-day appeal period.

1927 SOUTH WALNUT STREET



September 9, 2013

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Establish Public Hearing for Restaurant Liquor License #7

Recommendation:

That Council, by minute action, establish October 1, 2013 as the Public Hearing date for the consideration of the issuance of Restaurant Liquor License #7 to Charles Tyrrel, d.b.a. Charlie T's Pizzeria, located at 112 East 2nd Street.

Summary:

An application has been received for Restaurant Liquor License #7, to Charles Tyrrel, d.b.a. Charlie T's Pizzeria, located at 112 East 2nd Street.

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

**FOR NEW LICENSES AND TRANSFER
LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY**

To be completed by the City, Town or County Clerk:

Date Filed: 8, 28, 13

Basic Fee:	Annual Fee	Prorated Fee
	\$ <u>1500.00</u>	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	
Total License Fee Collected	\$ <u>1500.00</u>	\$ _____
Publishing Fee Collect:	\$ _____	

Required Attachments Received: Yes

Advertising Dates(4): Sep 3, 9, 16, 23, 2013

Hearing Date: 10 1 13

Local Licensing Number: Restaurant 7

For the license term: 10 12 13
Month Day Year

Through: 3 31 14
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Formerly Held by: _____

Applicant: Charles Tyrrel

Trade Name (dba): Charlie T's Pizzeria

Premise Address: 112 E 2nd St
Number & Street
Casper WY 82601 Natrona
City State Zip County

Mailing Address: PO Box 2487
Number & Street or P.O. Box
Mills, WY 82644
City State Zip

Business Telephone Number: (307) 237 0022

Fax Number: ()

E-Mail Address: _____

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

<p>FILING FOR</p> <p><input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>Casper</u> <input type="checkbox"/> COUNTY OF _____</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon through Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11am - 12p</u></p>
--	---	---

1. Location of License:

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If **Winery** or **Microbrewery**, also list manufacturing facility. W.S. 12-4-102(a)(i): (Please submit a drawing of dispensing room)

9x9 room in NW corner of 1st floor of building

(b) Do you have an additional dispensing room? YES NO If yes, provide description and location:

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:

West 24 feet, 5 1/2 inches of Lot 8, Block 7 in the Casper Addition

2. Do you W.S. 12-4-103 (a) (iii):

(1) **OWN** the building in which sales room is located? YES (own)
(2) **LEASE** the building in which sales room is located? YES (lease)

(A) **DATE** lease expires 3/21/15 located on page 1 paragraph 2 of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page 6 paragraph 20 of lease.

NOTE: Attach a true copy of the lease to application. Lease **MUST** contain provision for **SALE OF ALCOHOLIC or MALT BEVERAGES** and be valid **THROUGH** the **TERM OF THE LICENSE** W.S. 12-4-103(a)(iii).

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

- (a) Hold any interest in the license applied for?
(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?
(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?
(d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b)

If "YES", explain:

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)

RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):

- 8. (a) Have you submitted a valid food service permit upon application?
(b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979?

RESORT LICENSE: Complete questions 9(a) through 9(c):

- 9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?
(b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons?
(c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms?

MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:

- 10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license?
If "YES", please specify type: Microbrewery, Winery, Retail, Restaurant, Resort, Bar & Grill:

- 11. (a) Do you self distribute your products?
(b) Do you distribute your products through an existing malt beverage wholesaler?

ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:

- 12. FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)
(a) The name and address of the grand lodge or national organization is:
(b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge?
(c) Has the fraternal organization been actively operating in at least thirty-six (36) states?
(d) Has the fraternal organization been actively in existence for at least twenty (20) years?

13. VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) The name and address of the National Veterans organization is:
(b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes?
(c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

14. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

15. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (a) Do you have more than fifty (50) bona fide members? YES NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

16. (a) If applicant is an Individual or Partnership: State the name, date of birth and residence of each applicant or partner, if the application is made by more than one individual or by a partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
Charles Tyrrel	3/6/51	526 W 12 th St Casper, WY 82609	307 290 2328	NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

OATH OR VERIFICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

SS.

COUNTY OF Natrona

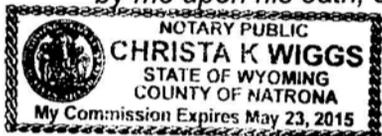
Before Me, ~~Christa K Wiggs~~ Christa K Wiggs, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

Natrona a Notary Public, Officer authorized to administer oaths in and for
County, State of Wyoming, personally appeared

Charles Tyrrel name he/she being first duly sworn
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



1. Charles Tyrrel
2. _____
3. _____
4. _____

My Commission expires: 05/23/15

Witness my hand and official seal:

Christa K Wiggs
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 08/28/13

REQUIRED ATTACHMENTS:

- (a) Attach any lease agreements W.S. 12-4-103 (a) (iii).
- (b) If the building is not in existence, an architect's drawing or suitable plans of the room and the premises to be licensed must be attached W.S. 12-4-102 (a) (i).
- (c) A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (v).
- (d) Restaurant or Bar & Grill Liquor License applicants must include a copy of the CURRENT food service permit W.S. 12-4-407 (a) or 12-4-413 (a).
- (e) Include a drawing of the dispensing room W.S. 12-5-201 (a).
- (f) Check or bank draft as payment for the application and publishing the notice of application (Direct billing is permissible for publication fees) W.S. 12-4-101-4 (a).
- (g) If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

**AFFIDAVIT RELATIVE TO THE BUSINESS STRUCTURE AND OWNERSHIP
OF APPLICANT FOR LIQUOR LICENSE**

STATE OF WYOMING)
)
COUNTY OF NATRONA) ss.

Charles Tyrrel Of lawful age, being first duly sworn upon oath, deposes and says.

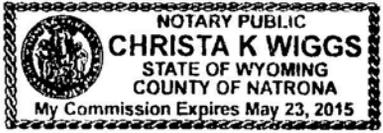
1. This Affidavit is submitted in behalf of Charles Tyrrel Applicant for a Liquor License from the City of Casper and as required by Ordinance No. 25-86 of the said City.
2. The Applicant is a/an Individual
(Individual, partnership, LLC or corporation).
3. The following named persons whose addresses are also shown, own all the interest in the said partnership or are all of the stockholders of the said corporation:

<u>NAMES</u>	<u>ADDRESS</u>
<u>Charles Tyrrel</u>	<u>526 W 12th St Casper, WY 82601</u>
_____	_____
_____	_____

4. If the applicant is a corporation, the stock therein is held and owned by the stockholders above named, as follows, stated percentage wise:

_____	_____
_____	_____
_____	_____

5. No relative by blood or marriage of:
 - the applicant if an individual;
 - any partner if the applicant is a partnership,
 - any member if the applicant is an association or organization;
 - any stockholder if the applicant is a corporation;
 has any interest in any other retail liquor license issued by the City of Casper or the County of Natrona, except as follows:



Charles Tyrrel
Signature
Jewel
Title

Subscribed and sworn to me before this 28 day of August 2013.

Christa K Wiggs
Notary Signature

September 11, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of a 6,000 square foot portion, more or less, of the SW1/4NE1/4, Section 9, T33N, R79W, 6th P.M., to be included in the Triflection Addition No. 2, complies with W.S. §15-1-402.

Recommendation:

That Council, by resolution, find that the annexation of a 6,000 square foot portion, more or less, of the SW1/4NE1/4, Section 9, T33N, R79W, 6th P.M., to be included in the Triflection Addition No. 2, complies with W.S. §15-1-402.

Summary:

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

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

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks.

The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.

4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute §15-1-402(c) and disseminated to affected landowners and utility companies, by certified mail, and according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a September 17, 2013 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star Tribune August 23, 2013 and August 26, 2013; and notice was given as provided by Wyoming State Statute §15-1-405.

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

CERTIFICATION OF PETITION FOR ANNEXATION

I, V.H. McDonald, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the Triflection Addition No. 2, Lot 1 substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

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

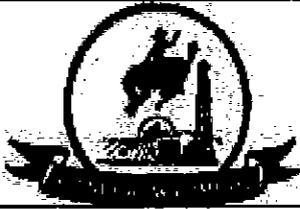
APPROVED AS TO FORM:

Walter Trumbull

CITY OF CASPER, WYOMING
A Municipal Corporation

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

5/29/13
Date



City of Casper Planning Division

Petition for Annexation Application

PETITIONER'S INFORMATION:

NAME: STEPHEN L. SHICKETANZ
ADDRESS: 426 S. CENTER ST., CASPER, WY, 82601
TELEPHONE: _____ EMAIL: _____

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

PROPOSED NAME OF SUBDIVISION: TRIFECTION ADDITION No. 2 (LOT 1)
ADDRESS: 426 S. CENTER ST., CASPER, WY.
LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): PORTION OF THE SW 1/4 NE 1/4, SECTION 9, T. 33 N., R. 79 W., 6TH P.M., NATRONA COUNTY, WY.
SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): THE AREA TO BE ANNEXED IS 0.14 ACRES.
NUMBER OF LOTS AND BLOCKS: 2 LOTS, NO BLOCKS
PRESENT ZONING: C3 PROPOSED ZONING: C3
PRESENT LAND USE: GENERAL RETAIL BUSINESS
PROPOSED LAND USE: GENERAL RETAIL BUSINESS
PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: YES NO

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

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

SIGNATURE OF PROPERTY OWNER: *Steve Schickelanz*
SIGNATURE OF PROPERTY OWNER: _____

DATE: 5-20-13

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

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

FOR OFFICE USE ONLY:
DATE SUBMITTED:
5/24/13
REC'D BY: dh

PLAT OF
"TRIFLECTION ADDITION NO. 2"
 TO THE CITY OF CASPER, WYOMING
 A VACATION AND REPLAT OF A PORTION LOT 2,
 TRIFLECTION ADDITION
 TO THE CITY OF CASPER, WYOMING
 AND A SUBDIVISION OF A PORTION OF THE
 SW1/4NE1/4, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST
 SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING
 SCALE: 1"=50'

CERTIFICATE OF DEDICATION

Triflection LLC, and Stephen L. Schicketanz, hereby certify that they are the owners and proprietors of the foregoing vacation and replat of a portion of Lot 2, Triflection Addition to the City of Casper, Wyoming and subdivision of a portion of the SW1/4NE1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southeasterly corner of said Parcel being described and the northeasterly corner of Lot 1, Triflection Addition to the City of Casper, Wyoming; thence along the southerly line of said Parcel and the northerly line of said Lot 1, Triflection Addition, S.64°02'55"W., 233.98 feet to the northwesterly corner of said Lot 1, Triflection Addition; thence along the easterly line of said Parcel and the westerly line of said Lot 1, Triflection Addition, S.0°01'06"E., 52.78 feet to the southwesterly corner of said Lot 1, Triflection Addition; thence along the easterly line of said Parcel, S.26°17'18"E., 88.35 feet to a point in and intersection with the northerly line of West Collins Street; thence along the southerly line of said Parcel and the northerly line of said West Collins Street, S.64°02'47"W., 140.82 feet to the southwest corner of said Parcel and a point in the intersection of the northerly line of said West Collins Street with the easterly line of South David Street; thence along the westerly line of said Parcel and the easterly line of said South David Street, N.25°49'29"W., 5.80 feet to a point; thence continuing along the westerly line of said Parcel and the easterly line of said South David Street, N.0°00'57"W., 193.97 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel, N.63°57'40"E., 334.12 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel and the westerly line of said South Center Street, S.0°16'19"E., 49.85 feet to the Point of Beginning and containing 0.699 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors; the name of said subdivision shall be known as "TRIFLECTION ADDITION No. 2" to the City of Casper, Wyoming, and all streets as shown hereon were previously dedicated to the use of the public.

TRIFLECTION LLC
 770 W. COLLINS STREET
 CASPER, WYOMING 82601

STEPHEN L. SCHICKETANZ
 426 S. CENTER STREET
 CASPER, WYOMING 82601

M. TODD TALBERT, PRESIDENT
 STEPHEN L. SCHICKETANZ, OWNER

ACKNOWLEDGMENT

State of Wyoming, ss
 County of Natrona)

The foregoing instrument was acknowledged before me by M. Todd Talbert, President of Triflection LLC on this _____ day of _____, 2013.

Witness my hand and official seal.
 My commission expires: _____
 Notary Public:

State of Wyoming, ss
 County of Natrona)

The foregoing instrument was acknowledged before me by Stephen L. Schicketanz, Owner, on this _____ day of _____, 2013.

Witness my hand and official seal.
 My commission expires: _____
 Notary Public:

APPROVALS

APPROVED: Community Planning Commission of Casper, Wyoming this _____ day of _____, 2013 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

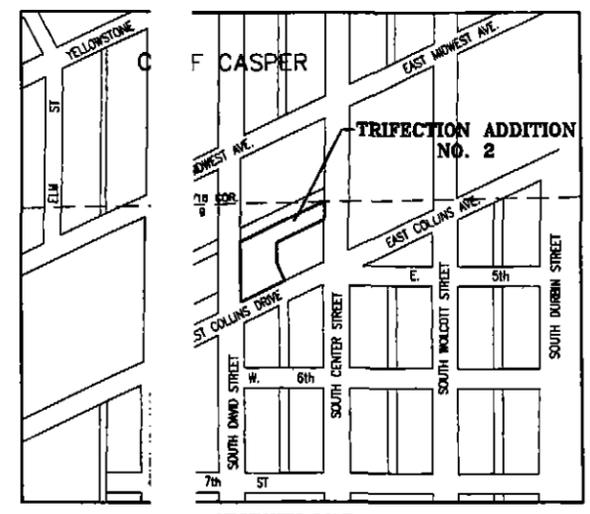
APPROVED: City Council of the City of Casper, Wyoming by Ordinance No. _____ duly passed, adopted and approved on the _____ day of _____, 2013.

Attest: _____
 City Clerk Mayor

INSPECTED AND APPROVED on the _____ day of _____, 2013.
 City Engineer

INSPECTED AND APPROVED on the _____ day of _____, 2013.
 City Surveyor

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming this _____ day of _____, 2013.
 County Clerk



CERTIFICATE OF SURVEYOR

STATE OF WYOM
 COUNTY OF NAT

I, Steve M. Castle, taken during act of February, 2013 accurately made and of the date of this map. All dimensions are expressed in feet and inches and are referred to the true meridian, all being true and correct to the best of my knowledge and belief.

Casper, Wyoming hereby state that this plat was prepared from notes made by me or others under my direct supervision during the month of February, 2013. This map correctly represents said surveys. All corners are well and of the date of this map. All dimensions are expressed in feet and inches and are referred to the true meridian, all being true and correct to the best of my knowledge and belief.



Wyoming Registrar

3010 L.S.

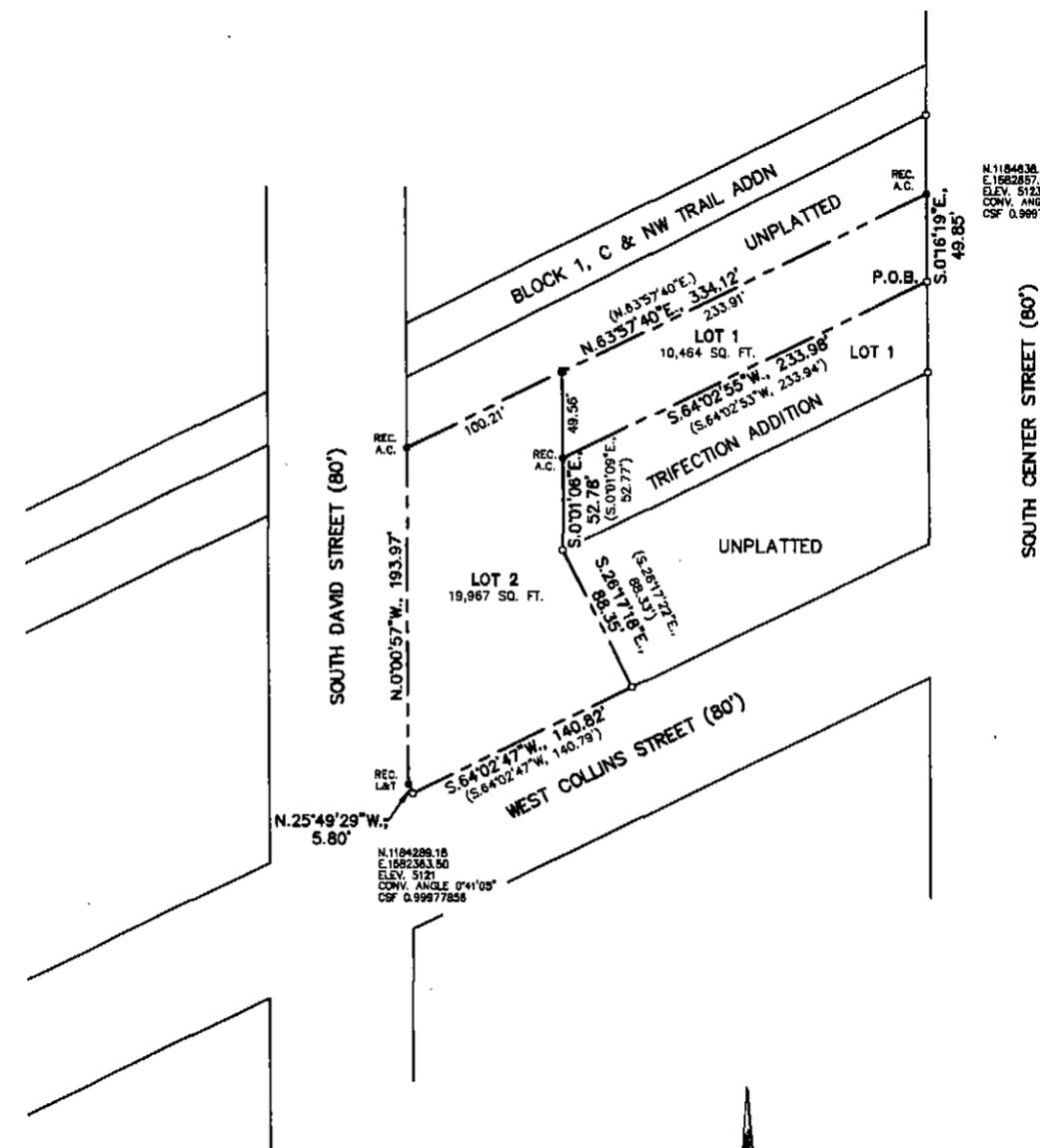
State of Wyoming
 County of Natrona

The foregoing instrument was acknowledged before me by Steve M. Castle this _____ day of _____, 2013.

Witness my hand and official seal.
 My commission expires: _____
 Notary Public:

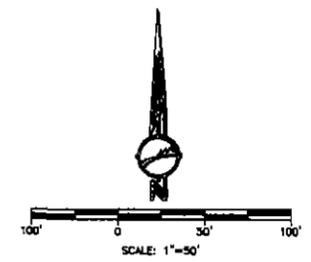
The foregoing instrument was acknowledged before me by Steve M. Castle this _____ day of _____, 2013.

Witness my hand and official seal.
 My commission expires: _____
 Notary Public:



N.1184438.33
 E.1982857.03
 ELEV. 5123
 CORN. ANGLE 0°41'08"
 CSR 0.99977836

N.1184289.16
 E.1982363.50
 ELEV. 5121
 CORN. ANGLE 0°41'08"
 CSR 0.99977836



PLAT CLOSURE RATIO; EXCEEDS 1:366,557

DATUM:
 GROUND DISTANCE - U.S. FOOT
 BASIS OF BEARING - GEODETIC BASED ON GPS
 COORDINATES REFER TO CITY OF CASPER GIS DATUM,
 WYOMING STATE PLANE COORDINATES, EAST CENTRAL
 ZONE, NAD83/88. ELEVATIONS ARE FOR REFERENCE PURPOSES
 ONLY AND NOT FOR USE AS A BENCHMARK.

LEGEND

- RECOVERED BRASS CAP CORNER
- SET BRASS CAP
- SET 5/8" REBAR W/AL CAP
- SUBDIVISION BOUNDARY
- MEASURED BEARING & DISTANCE
- RECORD BEARING & DISTANCE



300 PRINCIPAL MERIDIAN, CASPER, WY. 82601
 W.D. NO. 14947 DATED 5-17-13 FILE NAME: TALBERT TRIFLECTION #6 14947

MAY 24 2013

Trifection Addition No. 2

2013 ANNEXATION REPORT

July, 2013

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report is an analysis of the cost of providing basic services to the owners of the property described as the Triflection Addition No. 2, located north of West Collins Drive and west of South Center Street. The report will provide estimates of the costs to the City of Casper and to the owners of the property being annexed for these services.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

Stephen L. Schicketanz and Triflection, LLC have applied to annex a 6,000 square foot portion, more or less, of the SW1/4NE1/4, Section 9, T33N, R79W, 6th P.M., and to also replat Lot 2, Triflection Addition to create the Triflection Addition No. 2, located north of West Collins Drive and west of South Center Street, encompassing a total of 0.699-acres, more or less, and creating two (2) commercial lots. The 6,000 square foot portion of the property being annexed is previously un-annexed property currently occupied by the Magic City Stoves retail store. The proposed Triflection Addition No. 2 is surrounded by properties contiguous with the Casper City limits, with the exception of former railroad property to the north. The owners have applied for C-3 (Central Business) zoning upon annexation of the property into the City.

DEVELOPMENT COSTS

There will not be any publically-funded development costs associated with this annexation, in that all public improvements, including streets and utilities, are either existing, or would be installed at the developers' expense or are presently in place.

STATUTORY REQUIREMENTS

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

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map).*
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; *(See "Development Costs" section above).*
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; *(See individual City Department or Division sections below, all services will be available immediately upon annexation).*

- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; *(See individual City Department or Division sections below)*.
- (v) The current and projected property tax mill levies imposed by the municipality; and, *(See "Sources of Revenue" section below for tax information)*.
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. *(See "Development Costs" section above)*.

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

The annexation of the property known as Triflection Addition No. 2 meets the requirements of W.S. 15-1-402 for the following reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.

7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

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

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

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

POLICE DEPARTMENT:

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

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. The annexation is incorporating a 6,000 square foot portion of property that has been served by the City for numerous years; therefore, the total estimated cost for providing Police Department service to this area is \$0 per year (\$557 x 0 new properties/lots). Police service will be available immediately upon the completion of the annexation of the area.

FIRE DEPARTMENT:

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

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. The annexation is incorporating a 6,000 square foot portion of property that has been served by the City for numerous years; therefore, the total estimated cost for providing Fire Department service to this area is \$0 per year (\$387 x 0 new properties/lots). Fire service will be available immediately upon the completion of the annexation of the area.

STREET DIVISION:

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

The Street Division will not incur additional capital costs as a result of this annexation. The Street Division will not need to hire additional personnel or purchase additional equipment to service this property. The annexation is incorporating a 6,000 square foot portion of property that has been served by the City for numerous years; therefore, the total estimated cost for providing Street Division service to this area is \$0 per year (\$200 x 0 new properties/lots). Street service will be available immediately upon the completion of the annexation of the area.

PUBLIC UTILITIES DIVISION (WATER AND SEWER):

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

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

SANITATION DIVISION:

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

PARKS DIVISION:

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

COMMUNITY DEVELOPMENT DEPARTMENT:

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

The Community Development Department will not need to make any changes that will involve any additional costs as a result of the annexation of the area. The staffing level and current equipment are adequate to absorb the workload. The annexation is incorporating a 6,000 square foot portion of property that has been served by the City for numerous years; therefore, the total estimated cost to the City for providing Planning, Building and Code Enforcement service to this area is \$0 per year (\$87 x 0 new properties/lots). Community Development Department service will be available immediately upon the completion of the annexation of the area.

TRAFFIC DIVISION:

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

The Traffic Division will not require any additional staff or equipment in order to provide Traffic Division service to this subdivision. The annexation is incorporating a 6,000 square foot portion of property that has been served by the City for numerous years; therefore, the total estimated cost to the City for providing Traffic Division service to this area is \$0 per year (\$64 x 0 new properties/lots). Traffic Division service will be available immediately upon the completion of the annexation of the area.

ENGINEERING DIVISION:

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

Current Engineering Division staff levels and equipment are adequate to absorb the work generated by the Addition. There will be no significant cost increase to the Engineering Division as a result of the annexation of the area. The annexation is incorporating a 6,000 square foot portion of property that has been served by the City for numerous years; therefore, the total estimated cost to the City for providing Engineering Division service to this area is \$0 per year (\$62 x 0 new properties/lots). Engineering Division service will be available immediately upon the completion of the annexation of the area.

SOURCES OF REVENUE

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

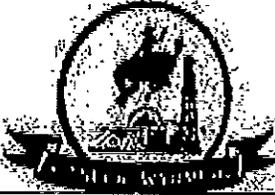
County land generates property tax at a rate of 65 Mills, with none of the monies collected being paid to the City. When an area is annexed to the City, the Mill Levy changes to 72.9 Mills. Of this, the City receives 8 Mills, or 11% of the total property tax collected. The largest benefactor of property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

CONCLUSION

The property being annexed will receive the same services that other properties within the City receive once it's annexed. The City can provide these services without additional staff, equipment or publicly-funded facility expansion. The Triflection Addition No. 2 is already benefitting from City services; therefore, the property can be annexed into the City of Casper without any noticeable effect.

APPENDIX

1. PETITION FOR ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. PLAT
4. 2012 TAX LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.



City of Casper Planning Division

Petition for Annexation Application

PETITIONER'S INFORMATION:

NAME: STEPHEN L. SHICKETANZ
ADDRESS: 426 S. CENTER ST., CASPER, WY, 82601
TELEPHONE: _____ EMAIL: _____

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

PROPOSED NAME OF SUBDIVISION: TRIFECTION ADDITION No. 2 (LOT 1)
ADDRESS: 426 S. CENTER ST., CASPER, WY.

LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): PORTION OF THE
SW1/4NE1/4, SECTION 9, T.33N., R.79W., 6TH P.M., NATRONA
COUNTY, WY.

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): THE AREA TO BE ANNEXED IS
0.14 ACRES.

NUMBER OF LOTS AND BLOCKS: 2 LOTS, NO BLOCKS

PRESENT ZONING: C3 PROPOSED ZONING: C3

PRESENT LAND USE: GENERAL RETAIL BUSINESS

PROPOSED LAND USE: GENERAL RETAIL BUSINESS

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: YES NO

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

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

SIGNATURE OF PROPERTY OWNER: Stephen Schicketanz

SIGNATURE OF PROPERTY OWNER: _____

DATE: 5-20-13

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

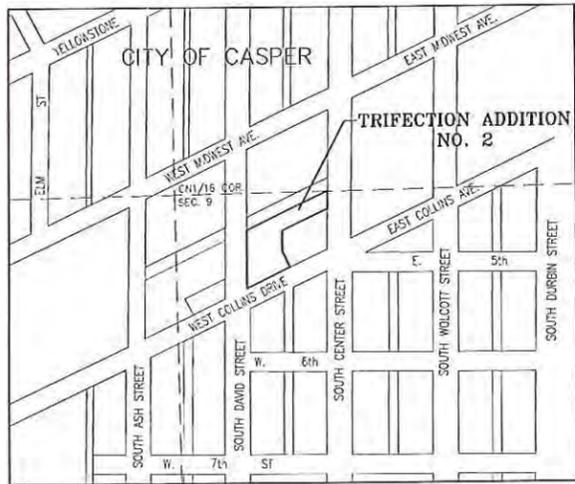
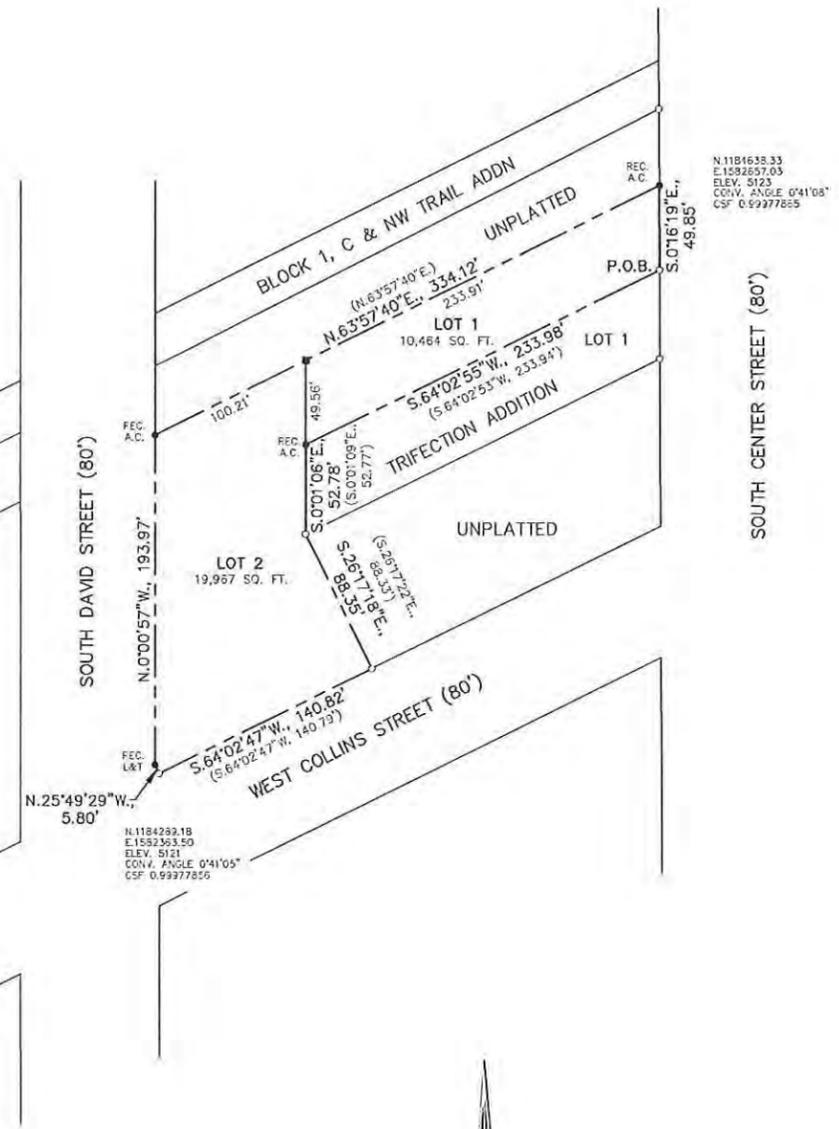
- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - ANNEXATION MAP/PLAT
 - EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS

FOR OFFICE USE ONLY:

DATE SUBMITTED:

5/24/13

REC'D BY: dh



PLAT OF
"TRIFLECTION ADDITION NO. 2"
TO THE CITY OF CASPER, WYOMING
A VACATION AND REPLAT OF A PORTION LOT 2,
TRIFLECTION ADDITION
TO THE CITY OF CASPER, WYOMING
AND AN ANNEXATION OF A PORTION OF THE
SW1/4NE1/4, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST
SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING
SCALE: 1"=50'

CERTIFICATE OF DEDICATION

Triflection LLC, and Stephen L. Schicketanz, hereby certify that they are the owners and proprietors of the foregoing vacation and replat of a portion of Lot 2, Triflection Addition to the City of Casper, Wyoming and an annexation of a portion of the SW1/4NE1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

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The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors; the name of said subdivision shall be known as "TRIFLECTION ADDITION No. 2" to the City of Casper, Wyoming, and all streets as shown hereon were previously dedicated to the use of the public.

TRIFLECTION LLC
770 W. COLLINS STREET
CASPER, WYOMING 82601

STEPHEN L. SCHICKETANZ
426 S. CENTER STREET
CASPER, WYOMING 82601

M. TODD TALBERT, PRESIDENT

STEPHEN L. SCHICKETANZ, OWNER

ACKNOWLEDGMENT

State of Wyoming, ss
County of Natrona)

The foregoing instrument was acknowledged before me by M. Todd Talbert, President of Triflection LLC on this _____ day of _____, 2013.

Witness my hand and official seal.

My commission expires: _____ Notary Public

State of Wyoming, ss
County of Natrona)

The foregoing instrument was acknowledged before me by Stephen L. Schicketanz, Owner, on this _____ day of _____, 2013.

Witness my hand and official seal.

My commission expires: _____ Notary Public

APPROVALS

APPROVED: Community Planning Commission of Casper, Wyoming this _____ day of _____, 2013 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

APPROVED: City Council of the City of Casper, Wyoming by Ordinance No. _____ duly passed, adopted and approved on the _____ day of _____, 2013.

INSPECTED AND APPROVED on the _____ day of _____, 2013.

INSPECTED AND APPROVED on the _____ day of _____, 2013.

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming this _____ day of _____, 2013.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF NATRONA) ss

I, Steve M. Castle of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the month of February, 2013 and that this map correctly represents said surveys. All corners are well and accurately monumented as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.

Wyoming Registration No. 6010 L.S.

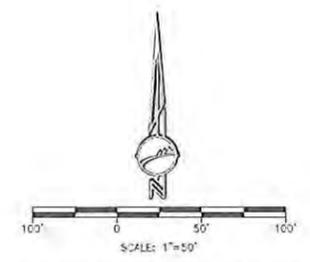


State of Wyoming)
County of Natrona) ss

The foregoing instrument was acknowledged before me by Steve M. Castle this _____ day of _____, 2013.

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PLAT CLOSURE RATIO; EXCEEDS 1:366,557

DATUM:
GROUND DISTANCE - U.S. FOOT
BASIS OF BEARING - GEODETIC BASED ON GPS
COORDINATES REFER TO CITY OF CASPER GIS DATUM,
WYOMING STATE PLANE COORDINATES, EAST CENTRAL
ZONE, NAD83/86. ELEVATIONS ARE FOR REFERENCE PURPOSES
ONLY AND NOT FOR USE AS A BENCHMARK.

LEGEND

- RECOVERED BRASS CAP CORNER
- SET BRASS CAP
- SET 5/8" REBAR W/AL. CAP
- SUBDIVISION BOUNDARY
- N.64°32'30"E., 469.86' MEASURED BEARING & DISTANCE
- (N.64°32'30"E., 469.86') RECORD BEARING & DISTANCE

2012 TAX LEVIES FOR NATRONA COUNTY

TAXING DISTRICTS

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

UTILITIES

Rocky Mountain Power

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

QWEST

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

Optimum Communications

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

SourceGas

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

PLAT OF
"TRIFECTION ADDITION NO. 2"
 TO THE CITY OF CASPER, WYOMING
 A VACATION AND REPLAT OF A PORTION LOT 2,
 TRIFECTION ADDITION
 TO THE CITY OF CASPER, WYOMING
 AND AN ANNEXATION OF A PORTION OF THE
 SW1/4NE1/4, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST
 SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING
 SCALE: 1"=50'

CERTIFICATE OF DEDICATION

Trifection LLC, and Stephen L. Schicketanz, hereby certify that they are the owners and proprietors of the foregoing vacation and replat of a portion of Lot 2, Trifection Addition to the City of Casper, Wyoming and an annexation of a portion of the SW1/4NE1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southeasterly corner of said Parcel being described and the northeasterly corner of Lot 1, Trifection Addition to the City of Casper, Wyoming; thence along the southerly line of said Parcel and the northerly line of said Lot 1, Trifection Addition, S.64°02'55"W., 233.98 feet to the northwesterly corner of said Lot 1, Trifection Addition; thence along the easterly line of said Parcel and the westerly line of said Lot 1, Trifection Addition, S.0°01'06"E., 52.78 feet to the southwesterly corner of said Lot 1, Trifection Addition; thence along the easterly line of said Parcel, S.26°17'18"E., 88.35 feet to a point in and intersection with the northerly line of said West Collins Street; thence along the southerly line of said Parcel and the northerly line of said West Collins Street, S.64°02'47"W., 140.82 feet to the southwesterly corner of said Parcel and a point in the intersection of the northerly line of said West Collins Street with the easterly line of said South David Street; thence along the westerly line of said Parcel and the easterly line of said South David Street, N.25°49'29"W., 5.80 feet to a point; thence continuing along the westerly line of said Parcel and the easterly line of said South David Street, N.0°00'57"W., 193.97 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel, N.63°57'40"E., 334.12 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel and the westerly line of said South Center Street, S.0°16'19"E., 49.85 feet to the Point of Beginning and containing 0.699 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors; the name of said subdivision shall be known as "TRIFECTION ADDITION No. 2" to the City of Casper, Wyoming, and all streets as shown herein were previously dedicated to the use of the public.

TRIFECTION LLC
 770 W. COLLINS STREET
 CASPER, WYOMING 82601

STEPHEN L. SCHICKETANZ
 426 S. CENTER STREET
 CASPER, WYOMING 82601

M. TODD TALBERT, PRESIDENT

STEPHEN L. SCHICKETANZ, OWNER

ACKNOWLEDGMENT

State of Wyoming) ss
 County of Natrona)

The foregoing instrument was acknowledged before me by M. Todd Talbert, President of Trifection LLC on this _____ day of _____, 2013.

Witness my hand and official seal.

My commission expires: _____

Notary Public

State of Wyoming) ss
 County of Natrona)

The foregoing instrument was acknowledged before me by Stephen L. Schicketanz, Owner, on this _____ day of _____, 2013.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVALS

APPROVED: Community Planning Commission of Casper, Wyoming this _____ day of _____, 2013 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary

Commission Chairman

APPROVED: City Council of the City of Casper, Wyoming by Ordinance No. _____ duly passed, adopted and approved on the _____ day of _____, 2013.

Attest:
 City Clerk

Mayor

INSPECTED AND APPROVED on the _____ day of _____, 2013.

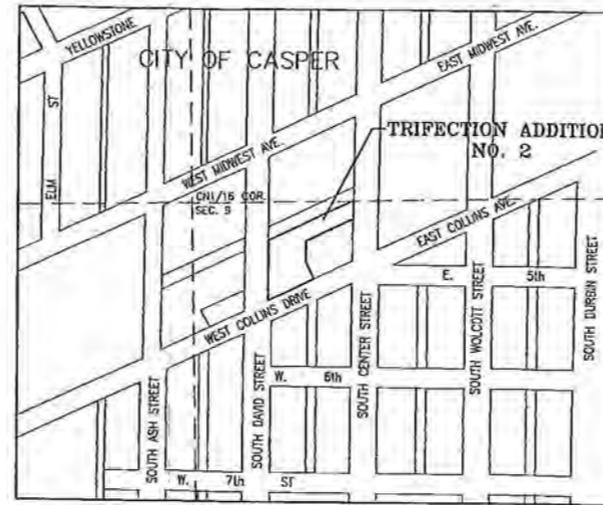
City Engineer

INSPECTED AND APPROVED on the _____ day of _____, 2013.

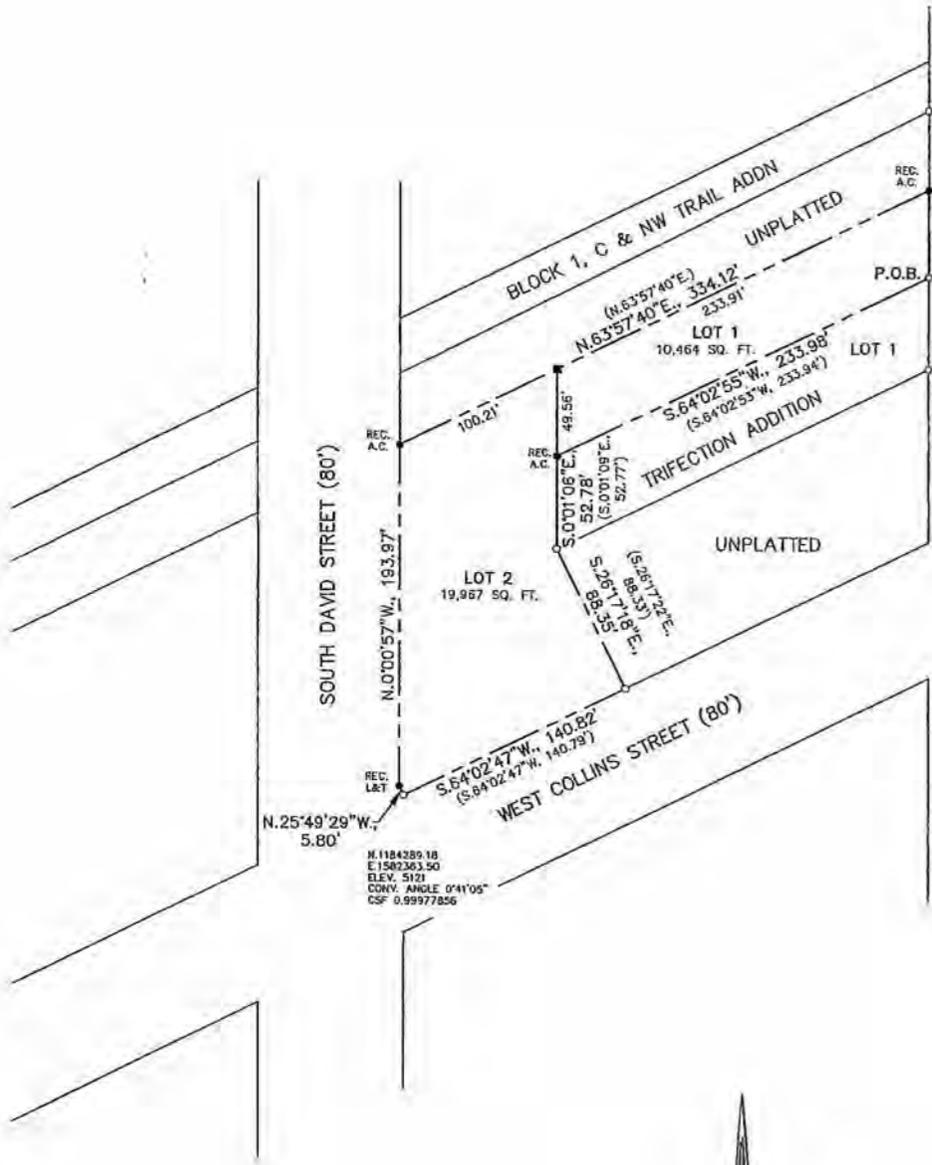
City Surveyor

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming this _____ day of _____, 2013.

County Clerk



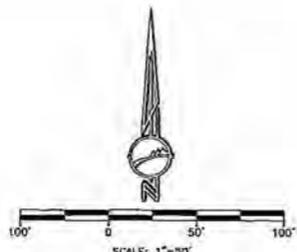
VICINITY MAP
 NOT TO SCALE



N.1184638.33
 E.1582657.03
 ELEV. 5123
 COIN. ANGLE 0°41'08"
 CSF 0.99977865

SOUTH CENTER STREET (80')

N.1184289.18
 E.1582363.50
 ELEV. 5121
 COIN. ANGLE 0°41'05"
 CSF 0.99977856



PLAT CLOSURE RATIO: EXCEEDS 1:366,557

DATUM:
 GROUND DISTANCE - U.S. FOOT
 BASIS OF BEARING - GEODETIC BASED ON GPS
 COORDINATES REFER TO CITY OF CASPER GIS DATUM,
 WYOMING STATE PLANE COORDINATES, EAST CENTRAL
 ZONE, NAD83/86. ELEVATIONS ARE FOR REFERENCE PURPOSES
 ONLY AND NOT FOR USE AS A BENCHMARK.

LEGEND

- RECOVERED BRASS CAP CORNER
- SET BRASS CAP
- SET 5/8" REBAR W/AL. CAP
- SUBDIVISION BOUNDARY

N.64°32'30"E., 469.86' MEASURED BEARING & DISTANCE
 (N.64°32'30"E., 469.85') RECORD BEARING & DISTANCE

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
 COUNTY OF NATRONA) ss

I, Steve M. Castle of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the month of February, 2013 and that this map correctly represents said surveys. All corners are well and accurately monumented as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.

Wyoming Registration No. 6010 L.S.



State of Wyoming)
 County of Natrona) ss

The foregoing instrument was acknowledged before me by Steve M. Castle this _____ day of _____, 2013.

Witness my hand and official seal.

My commission expires: _____

Notary Public



**TRIFLECTION ADDITION NO. 2
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this ____ day of _____, 2013 by and between the following parties:

1. The City of Casper Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Triflection LLC, 421 South Center Street, Casper, Wyoming 82601, and Stephen L. Schicketanz, 426 South Center Street, Casper, Wyoming 82601 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex a 6,000 square foot portion, more or less, of the SW1/4NE1/4, Section 9, T33N, R79W, 6th P.M., and to vacate and replat Lot 2, Triflection Addition, to create the Triflection Addition No. 2.
- C. A plat of the Triflection Addition No. 2 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 – OTHER TERMS AND CONDITIONS

All of the terms and conditions of the Triflection Addition Subdivision Agreement dated May 20, 2008, and the Amendment to the Triflection Addition Subdivision Agreement, dated June 21, 2010, are hereby ratified by the parties and shall remain in full force and effect for the Triflection Addition No. 2.

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

APPROVED AS TO FORM:

Walker Thibodeau III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Kenyne Schlager
Mayor

WITNESS:

OWNER
Triflection, LLC

By: Janet R. Adels

By: M. Todd Talbert

Printed Name: Janet R. Adels

Printed Name: M. Todd Talbert

Title: Acct. Technician

Title: Owner

WITNESS:

OWNER
Stephen L. Schicketanz

By: Dee Hardy

By: Steph L. Schicketanz

Printed Name: Dee Hardy

Printed Name: Steve L. Schicketanz

Title: Notary

Title: OWNER

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

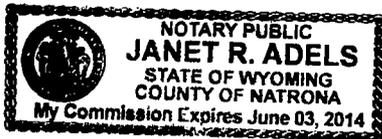
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 6th day of August, 2013 by Todd Talbot as the Owner of Triflection, LLC.

(Seal, if any)



Janet R. Adels
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: June 3, 2014]

RESOLUTION NO. _____

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

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

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the 6,000 square foot portion, more or less, of SW1/4NE1/4, Section 9, T33N, R79W, 6th P.M., being eligible for annexation.

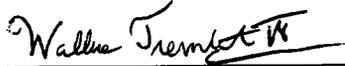
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of the health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.

7. Legal notice specifying the date, time, and place for a September 17, 2013 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune August 23, 2013 and August 26, 2013; and notice was given as provided by Wyoming State Statute 15-1-405.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

ORDINANCE NO. 21-13

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

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

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, zoning and plat creating the Trifection Addition No. 2 following a public hearing on June 25, 2013.

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

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

PASSED on 1st reading the 6th day of August, 2013.

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

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

APPROVED AS TO FORM:

Wade Fremont

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

ORDINANCE NO. 26-13

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

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

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

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

APPROVED AS TO FORM:



ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

ORDINANCE NO. 27-13

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

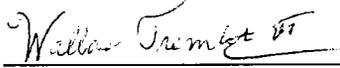
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

**MCMURRY BUSINESS PARK NO. 6 ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 11th day of September, 2013 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Kelly Sue Burrows, Trustee of the Kelly Mortimer Family Living Trust, Dated September 4, 2003, 468 North Six Mile Road, Casper, Wyoming 82604 ("Owner").

3. Gary R. Wenzel, Trustee of the Gary R. Wenzel Family Trust of November 2, 2001, 468 North Six Mile Road, Casper, Wyoming 82604 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for plat and sub-area plan approval for the McMurry Business Park No. 6, comprising 19.46-acres, more or less, and creating three (3) lots, located north of East 2nd Street between Venture Way and Parkridge Drive.
- C. A plat and accompanying sub-area plan of the McMurry Business Park No. 6 Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths inches in diameter and not less than twenty-four inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.

b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.

c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

a. Pursuant to the approved McMurry Business Park PUD Guidelines, as approved by the City Council in July of 2005, prior to the development of any of the lots, detailed site plans shall be submitted to the Community Development Department for review and approval.

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:

Kelly Sue Burrows, Trustee of the
Kelly Mortimer Family Living Trust,
dated September 4, 2003
468 North Six Mile Road
Casper, Wyoming 82604

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

Gary R. Wenzel, Trustee of the
Gary R. Wenzel Family Trust, of
November 2, 2001
468 North Six Mile Road
Casper, Wyoming 82604

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

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

APPROVED AS TO FORM:

Walter Tronzo

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Kenyne Schlager
Mayor

WITNESS:

OWNER
Kelly Sue Burrows, Trustee of the Kelly
Mortimer Family Living Trust, dated
September 4, 2003

By: Sam Fauber

By: Kelly Burrows

Printed Name: Sam Fauber

Printed Name: Kelly Burrows

Title: Office Manager

Title: Trustee

WITNESS:

OWNER
Gary R. Wenzel, Trustee of the Gary R.
Wenzel Family Trust, of November 2, 2001

By: Dee Hardy

By: Jessica Keith for Gary Wenzel

Printed Name: Dee Hardy

Printed Name: Jessica Keith

Title: Administrative Assistant II

Title: Agent/Welborn Sullivan Meckel
Tooley

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 11th day of September, 2013 by Kelly Sue Burrows as the Trustee of the Kelly Mortimer Family Living Trust, dated September 4, 2003.

(Seal, if any)



Jessica Lyn Hood
(Signature of notarial officer)

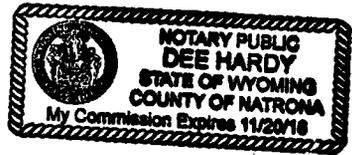
Notary Public
Title (and Rank)

[My Commission Expires: 11-9-14]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 11th day of September, 2013 by Gary R. Wenzel, Trustee of the Gary R. Wenzel Family Trust, of November 2, 2001. Jessica Keith, Agent for

(Seal, if any)



Dee Hardy
(Signature of notarial officer)
Notary
Title (and Rank)

[My Commission Expires: 11/2016]

September 11, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Request to waive the City's construction standards for a portion of Indian Scout Drive being adjacent to Lot 14, Block 17, Trails West Estates No. 2; and Lots 20 and 21, Block 17, Trails West Estates; to allow for the construction of said portion of Indian Scout Drive without curb or gutter and street lights.

Recommendation:

The recommendation being forwarded to the City Council from the Planning and Zoning Commission in this case is to deny the request to waive the City's construction standards for a portion of Indian Scout Drive being adjacent to Lot 14, Block 17, Trails West Estates No. 2; and Lots 20 and 21, Block 17, Trails West Estates.

Summary:

Indian Scout Drive, located south of Trevett Lane, is a platted, but undeveloped public street. Originally, it was designed as a looped street; however, several years ago the central portion of the loop was vacated, which left two disconnected street sections. The eastern section has since been renamed Whispering Springs Road and the western portion remained Indian Scout Drive. A request has been submitted by the landowners of Lot 14, Block 17, Trails West Estates No. 2; and Lots 20 and 21, Block 17, Trails West Estates, to be served by this portion of Indian Scout Drive, to construct the street, without curb, gutter, or street lights.

Section 16.16.020(S)(1) of the Casper Municipal Code states that:

“All street sections within the City shall include curb and gutter, and sidewalks, in accordance with street design guidelines, unless otherwise determined by the Planning Commission and Council.”

Section 16.16.020(A)(2) of the Casper Municipal Code states that:

“These design standards shall be held to be the minimum standards, except when waived by the City Engineer, Casper Planning Commission or Casper City Council as applicable.”

Table 16.20.080 of the Casper Municipal Code requires minimum installation of street lights at a spacing interval of every 250'-300' along local streets. It states that the functional reasons for providing street lighting on local roads are for "Guiding unfamiliar drivers" and "Crime safety."

In 2011 the City Public Services Director gave initial approval to construct Indian Scout Drive without curb and gutter, based on the authority given to the City Engineer under Section 16.16.020(A)(2). Street lighting requirements were not waived by the Public Service Director at that time. The applicants recently applied for a permit to construct the street, and it was determined that Section 16.16.020(S)(1), which deals specifically with curb and gutter, is actually more restrictive. It states that only the Planning Commission and the City Council have the authority to waive the City's design standards as they relate to the installation of curb and gutter.

The provision of curb and gutter on public streets serves several purposes. One purpose is to control stormwater/drainage on streets. Curb and gutter also provides a rigid "edge" to support the asphalt, which keeps the edge of the street from breaking off and deteriorating. Finally, curb and gutter also acts as a control mechanism for locating points of access on and off public roadways. Once Indian Scout Drive is constructed and accepted by the City, future maintenance of the roadway will be the responsibility of the City.

The Planning and Zoning Commission heard the requests for waivers at their August 27, 2013 public meeting. The vote was 6-1 to deny the request to waive the curb and gutter requirement, and 7-0 to deny the request to waive the City's street lighting requirements. Two of the applicant's representatives spoke in favor of the waivers, and one neighbor spoke in opposition.

INDIAN SCOUT DRIVE



RESOLUTION NO. _____

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

WHEREAS, Albert Jordan, Christopher Rislov, and Rick Miller (the "Applicants") have applied for a waiver of the City's construction standards to allow for the construction of Indian Scout Drive without curb, gutter, or street lights, for the portion of said street being adjacent to Lot 14, Block 17, Trails West Estates No. 2, and Lots 20 and 21, Block 17, Trails West Estates; and,

WHEREAS, Section 16.16.020(S)(1) of the Casper Municipal Code requires that all street sections within the City shall include curb and gutter, unless otherwise determined by the Planning Commission and Council; and,

WHEREAS, Table 16.20.080 of the Casper Municipal Code requires the installation of street lights on local streets at a spacing interval of every two hundred fifty to three hundred feet (250 feet - 300 feet); and,

WHEREAS, following a public hearing before the City of Casper, Wyoming Planning and Zoning Commission (the "Commission"), the Applicants' request for waivers for curb, gutter, and street lights was denied; and,

WHEREAS, based upon a review of the facts in this matter, the Casper City Council finds that the decision of the Commission should be upheld, and that the applicants' request for a waiver of the City's construction standards for Indian Scout Drive should be denied.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Casper City Council hereby upholds the decision by the City of Casper Planning and Zoning Commission in denying the request for a waiver of the City's construction standards for the construction of Indian Scout Drive without curb, gutter, or street lights, for the portion of said street being adjacent to Lot 14, Block 17, Trails West Estates No. 2, and Lots 20 and 21, Block 17, Trails West Estates.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

Notary Public

My commission expires: _____.

RESOLUTION NO. _____

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

WHEREAS, Albert Jordan, Christopher Rislov, and Rick Miller (the "Applicants") have applied for a waiver of the City's construction standards to allow for the construction of Indian Scout Drive without curb, gutter, or street lights, for the portion of said street being adjacent to Lot 14, Block 17, Trails West Estates No. 2, and Lots 20 and 21, Block 17, Trails West Estates; and,

WHEREAS, Section 16.16.020(S)(1) of the Casper Municipal Code requires that all street sections within the City shall include curb and gutter, unless otherwise determined by the Planning Commission and Council; and,

WHEREAS, Table 16.20.080 of the Casper Municipal Code requires the installation of street lights on local streets at a spacing interval of every two hundred fifty to three hundred feet (250 feet - 300 feet); and,

WHEREAS, following a public hearing before the City of Casper, Wyoming Planning and Zoning Commission (the "Commission"), the Applicants' request for waivers for curb, gutter, and street lights was denied; and,

WHEREAS, based upon a review of the facts in this matter, the Casper City Council finds that the decision of the Commission should be reversed, and that the applicants' request for a waiver of the City's construction standards for Indian Scout Drive should be granted.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Casper City Council hereby reverses the decision by the City of Casper Planning and Zoning Commission in denying a waiver of the City's construction standards to allow for the construction of Indian Scout Drive without curb, gutter, or street lights, for the portion of said street being adjacent to Lot 14, Block 17, Trails West Estates No. 2, and Lots 20 and 21, Block 17, Trails West Estates, and hereby grants the waiver as requested by the applicants.

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

September 9, 2013

MEMO TO: John Patterson, City Manager
FROM: Doug Follick, Leisure Services Director
Carolyn Griffith, Recreation Superintendent
SUBJECT: Lease Agreement with Casper Amateur Hockey Club

Recommendation:

That Council, by resolution, authorize an agreement with Casper Amateur Hockey Club for the use of the Casper Ice Arena.

Summary:

Each year, a lease agreement with the Casper Amateur Hockey Club (CAHC) for the use of the Ice Arena has either been submitted to Council for approval or the CAHC has renewed the lease within the terms previous agreement. The proposed agreement is similar to last agreement, with no changes except to the schedule of ice times.

“Exhibit A” reflects these schedule changes and fee changes for user groups in 2013. The time/schedule changes year to year based on the number of participants the club registers each season and which age groups they register for. This schedule is completed in conjunction with ice arena management.

A resolution is prepared for Council’s consideration.

LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2013, by and between the City of Casper, a Wyoming municipal corporation doing business as Casper Ice Arena (the "City") located in Natrona County, Wyoming and the Casper Amateur Hockey Club, a Wyoming non-profit corporation ("CAHC"), located in Natrona County, Wyoming.

WITNESSETH:

WHEREAS, the City owns and operates the Casper Ice Arena, located at 1801 East Fourth Street, Casper, Wyoming (the "Arena"); and

WHEREAS, CAHC desires to enter into a nonexclusive lease of the Arena and to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Arena and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. The Lease. The City hereby leases to CAHC and CAHC agrees to rent the Arena on a nonexclusive basis, according to the terms and conditions hereinafter set forth.
2. Term. The term of this lease shall commence on September 18, 2013, and end on June 30, 2014. CAHC shall have the option to extend this lease for up to three (3) additional one (1) year terms each under the same terms and conditions contained herein, until June 30, 2017 at which time this lease shall terminate between the parties. CAHC shall give the City written notice of the election to exercise this option to extend this lease at least sixty (60) days prior to June 30, 2014, and at least sixty (60) days prior to the end of each annual lease extension thereafter. PROVIDED, HOWEVER, the City shall have the right, within thirty (30) days after receiving notice of lease extension to give written notice to CAHC that the City rejects said lease extension, and in such event this lease shall expire and terminate on June 30th of the then current lease term.
3. Rent. CAHC shall pay rent to the City as follows:
 - a. The CAHC practice and game schedule, and hourly rental fee, are listed in Exhibit "A". If this agreement is renewed, pursuant to Section 2, Exhibit "A" will be revised for each annual lease extension. Hourly rental fees are subject to change each year by a resolution approved by the City Council.
 - b. If additional practice or game times are requested by CAHC and approved by the City, CAHC will pay the City the appropriate rate as described in subsection "a". Scheduling of additional practices or game times is subject to Arena availability and other schedule commitments and solely at the discretion of the City.
 - c. Cancellations of scheduled practice and game times will be allowed, and rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least seven (7) days prior to the scheduled practice or game.

Cancellations of scheduled weekend tournaments will be allowed, and rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least twenty-one (21) days prior to the schedule weekend tournament. Furthermore, adjustments to rent will be made by the City, if, in its judgment, an event is canceled as a result of inclement weather or other circumstances beyond the reasonable control of CAHC which prevents advance notification of the City.

4. Payment. The City shall invoice CAHC, on a monthly basis, for ice used during the preceding month, in accordance with the rate identified in Exhibit "A". CAHC shall pay rent to the City within ten (10) business days after the date on the invoice. Rent not received on time is subject to a one and a half percent (1½ %) late fee.
5. Concessions. The City shall operate the food and beverage concession facility of the Arena during all of CAHC functions as the City determines appropriate, and the City shall have the sole right to all proceeds from sales through the concession facility. CAHC will not bring food or beverage into the Arena or communicate to others any direct or implied authority to bring food or beverage into the Arena. However, during tournaments, CAHC may bring in hospitality breakfast items for free distribution to out-of-town teams. Items may be distributed and consumed only in the Arena upstairs meeting room from 5:00 a.m. to 10:00 a.m.
6. Sale of Club Merchandise. CAHC shall have the sole and exclusive right to sell, grant permission to sell by commercial vendors, and market in the Arena the merchandise, programs and souvenirs of CAHC. CAHC shall have the sole right to all proceeds from sales of said items, provided commercial vendors pay the appropriate permit fee to the City, and provided such merchandise is not similar in nature to items stocked by the vendor operating the Ice Arena Pro Shop. Sales location must be approved in advance by the Leisure Services Director or his designated appointee.
7. Promotional Activities During Events. Written notice of all promotional activities will be supplied by CAHC to the City at least seven (7) days in advance of the proposed activity. All promotions are subject to prior approval by the Leisure Services Director or his designated appointee. CAHC shall have the sole and exclusive right to conduct promotional activities during its events. The proceeds from said activities shall belong solely to CAHC, less any expenses directly incurred by the City as a result of the promotion.
8. Insurance, Indemnification and Immunity. CAHC agrees to indemnify and hold the City harmless from any and all claims arising out of CAHC's use and/or occupancy of the Arena and/or other City facilities described in this Lease Agreement. To ensure its ability to indemnify the City as agreed, CAHC will obtain, at its own cost and expense, public liability insurance coverage in amounts not less than the City's maximum liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., currently two hundred fifty thousand dollars (\$250,000.00) to any claimant for any number of claims arising out of a single transaction or occurrence, and five hundred thousand dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence. CAHC shall also provide property damage insurance in the sum of not less than two hundred fifty thousand dollars (\$250,000) per occurrence. Such insurance shall provide that it will not

be canceled without at least thirty (30) days prior written notification to the City, that the City is an additional named insured thereunder, and that it is primary insurance without any right of contribution from any other resource or insurance of the City. CAHC shall, at the time or execution of this Agreement, furnish the City with a copy of said policy and policy endorsements listing the City of Casper as an additional insured. The City's failure to request or review such insurance policies or endorsements shall not affect the City's rights or CAHC's obligations hereunder.

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.

It is entirely the obligation of CAHC to provide insurance for its personal property and for that of its players, employees and agents. The City assumes no responsibility for such property.

9. Advertising in the Arena. CAHC shall have the right to place advertising on the dasher boards within the Arena in the following areas designated: East side of the rink from the rink entrance doors, up to and including the team bench areas. The City will provide this space at no charge to CAHC provided however that CAHC shall reimburse the City for any expenses incurred by the City, during the Arena operational season, for installation, repair or removal of said advertising. All signage, including the attached plexi-glass facing, must be kept in good condition. Excessively worn plexi-glass will be removed/replaced at the expense of CAHC. All other dasher board space, including the six foot area to the left and right of the red line in front of the scorekeeper's area, will be utilized by the City.

CAHC shall also have the right to place sponsor banners, at no charge to CAHC, within the Arena in the following designated area: South wall of the Arena from the ceiling to the top of the blue accent line. New and replacement advertisement/sponsor banners will be no larger than 4' x 6' in size. State Championship banners will be displayed on the east wall of the Arena above the locker room entrances.

CAHC shall obtain approval from the Leisure Services Director or his designated appointee prior to installing, repairing, replacing, removing or modifying any advertising.

10. Notices. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper
Recreation Division
1801 East Fourth Street
Casper, Wyoming 82601

Casper Amateur Hockey Club
P.O. Box 2562
Casper, Wyoming 82602

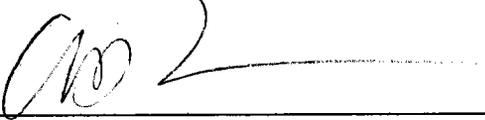
11. Binding Effect. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. CAHC may not assign its interest

in the lease to any other party without prior written approval from the Casper City Council.

12. Laws and Regulations. CAHC shall be solely responsible for compliance with all laws, orders and regulations of federal, state, county and municipal authorities and shall obtain all licenses and permits which may be required for the conduct of its business within the terms of this lease. All rules and policies of the Arena will be enforced by CAHC accordingly.
13. Termination of Lease Agreement. The City or CAHC may terminate this Agreement anytime by providing thirty (30) days written notice to City or CAHC of intent to terminate said contract. Notwithstanding the above, the CAHC shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by CAHC or any breach of the Agreement by CAHC.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

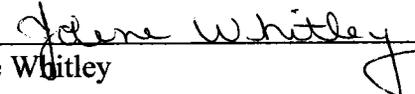
CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

ATTEST:

Casper Amateur Hockey Club

By: _____

By: 

Jolene Whitley
President

**Lease Exhibit – CIA
9/9/13
CASPER AMATEUR HOCKEY CLUB**

**EXHIBIT A
2013 – 2014**

Regular Practice Times: September 30, 2013 – March 7, 2014

<u>Days</u>	<u>Ice Time</u>	<u>User Type</u>	<u>Rent Per Hour</u>
Mondays	4:00 – 5:15pm	Practice	\$ 150.00
	7:45 – 8:45pm	Practice	\$ 120.00
	9:00 – 10:15pm	Practice	\$ 150.00
Tuesdays	4:00 – 5:15pm	Practice	\$ 150.00
	5:30 – 6:20pm	Practice	\$ 100.00
	6:20 – 7:15pm	Practice	\$ 110.00
	7:25 – 8:25pm	Practice	\$ 120.00
	8:35 – 9:35pm	Practice	\$ 120.00
Wednesdays	4:00 – 5:15pm	Practice	\$ 150.00
	5:30 – 6:30pm	Practice	\$ 120.00
	6:45 – 8:00pm	Practice	\$ 150.00
	8:15 – 9:30pm	Practice	\$ 150.00
Thursdays	5:30 – 6:15pm	Practice	\$ 90.00
	6:15 – 7:30pm	Practice	\$ 150.00
	7:45 – 9:00pm	Practice	\$ 150.00
	9:15 – 10:30pm	Practice	\$ 150.00
Fridays	5:45 – 6:30am	Practice	\$ 45.00
	6:30 – 7:15am	Practice	\$ 45.00
	7:15 – 8:15pm	Practice	\$ 120.00
	8:30 – 9:30pm	Practice	\$ 120.00
	9:45 – 10:45pm	Practice	\$ 120.00
Saturdays	5:15 – 6:15am	Practice	\$ 120.00
	6:30 – 7:30am	Practice	\$ 120.00
	7:45 – 8:45am	Practice	\$ 120.00
	9:00 – 10:00am	Practice	\$ 120.00
	10:15 – 11:15am	Practice	\$ 120.00
	11:15 – 11:30am	Practice	\$ 30.00
	3:15 – 4:15pm	Practice	\$ 120.00
	4:30 – 5:30pm	Practice	\$ 120.00

	5:45 – 6:45pm	Practice	\$ 120.00
	7:00 – 8:00pm	Practice	\$ 120.00
	8:15 – 9:15pm	Practice	\$ 120.00
	9:30 – 10:30pm	Practice	\$ 120.00
	10:45 – 11:45pm	Practice	\$ 120.00
Sundays	5:30 – 6:30am	Practice	\$ 120.00
	6:45 – 7:45am	Practice	\$ 120.00
	8:00 – 9:00am	Practice	\$ 120.00
	9:15 – 10:15am	Practice	\$ 120.00
	10:30 – 11:30am	Practice	\$ 120.00
	11:45 – 12:45pm	Practice	\$ 120.00
	5:15 – 6:15pm	Practice	\$ 120.00
	6:15 – 6:45pm	Practice	\$ 60.00
	6:30 – 7:15pm	Practice	\$ 90.00

** 9/16 – 9/19/13 - Travel Team Tryouts and Practices **

** 9/23 – 9/26/13 - Travel Team Tryouts and Practices **

** 9/30/13 – 3/7/14 – House Season **

** 9/7/13 Open Registration, Hockey Swap, Equipment Rental **

** 9/8/13 Referee Clinic **

Note: Dates that regular ice times do not apply due to holidays or special events:

November 28, 2013 Thanksgiving

December 23, 2013 – January 5, 2014 – Christmas Break

Casper Figure Skating Show

Tournament Schedule

Times to be determined. Hourly fee will be \$ 120.00/hr.

<u>Dates</u>	<u>Tournament or Special Event</u>	<u>Public Skate Cancellations</u>
11/1 – 11/3/13	WAHL Games	Maybe 1
11/8 – 11/10/13	Pee Wee Travel Tournament	
11/15 – 11/17/13	WAHL Games	Maybe 1
11/22 – 11/24/13	Men's Bill Ryan Memorial Tournament	
11/29 – 12/1/13	U8 Jamboree (Will Probably Change)	
12/6 – 12/8/13	Eddie McPherson Memorial Tournament	Yes
12/22/13	Alumni Game	
1/3 – 1/5/14	Squirt Travel Tournament	
1/10 – 1/12/14	WAHL Games	Maybe 1
1/24 – 1/26/14	Bantam Tournament	

1/31 – 2/2/14	WAHL Games	Maybe 1
2/7 – 2/9/14	WAHL Games	Maybe 1
2/14 – 2/16/14	Girls Tournament	
2/21 – 2/23/14	U8 Travel Tournament	
4/11 – 4/13/14	Red, White and Blue Men's Tournament	

* **Casper Ice Arena Saturday public skating sessions may need to be cancelled to accommodate tournaments and or maybe WAHL weekends.** Other weekend public skating cancellation requests will require CAHC to give 30 days written notice for consideration by Ice Arena management staff.

* CAHC will be putting in bids to host State Tournaments and Player Development Camps. If awarded we will need public sessions for skating.

RESOLUTION NO. _____

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

WHEREAS, the City of Casper is owner and operator of the Casper Ice Arena; and,

WHEREAS, Casper Amateur Hockey Club desires to lease the Casper Ice Arena for practice and game times.

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 lease agreement with Casper Amateur Hockey Club for use of the Casper Ice Arena.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 9, 2013

MEMO TO: John Patterson, City Manager
FROM: Doug Follick, Leisure Services Director
Carolyn Griffith, Recreation Superintendent
SUBJECT: Lease Agreement with Casper Figure Skating Club

Recommendation:

That Council, by resolution, authorize an agreement with Casper Figure Skating Club for the use of the Casper Ice Arena.

Summary:

Each year, a lease agreement with the Casper Figure Skating Club (CFSC) for the use of the Ice Arena has either been submitted to Council for approval or the CFSC has renewed the lease within the terms previous agreement. The proposed agreement is similar to last agreement. The only significant changes are located in Exhibit A (see below).

“Exhibit A” reflects fee changes for user groups in 2013. The time/schedule does not change from the past several years.

A resolution is prepared for Council’s consideration.

LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2013, by and between the City of Casper, a Wyoming municipal corporation doing business as Casper Ice Arena (the "City") located in Natrona County, Wyoming and Casper Figure Skating Club, a Wyoming non-profit corporation ("CFSC"), located in Natrona County, Wyoming.

WITNESSETH:

WHEREAS, the City owns and operates the Casper Ice Arena, located at 1801 East Fourth Street, Casper, Wyoming (the "Arena"); and

WHEREAS, CFSC desires to enter into a nonexclusive lease of the Arena and to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Arena and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. The Lease. The City hereby leases to CFSC and CFSC agrees to rent the Arena on a nonexclusive basis, according to the terms and conditions hereinafter set forth.
2. Term. The term of this lease shall commence on September 18, 2013, and end on June 30, 2014. CFSC shall have the option to extend this lease for up to three (3) additional one (1) year terms, each under the same terms and conditions contained herein, until June 30, 2017, at which time this lease shall terminate between the parties. CFSC shall give the City written notice of the election to exercise this option to extend this lease at least sixty (60) days prior to June 30, 2014, and at least sixty (60) days prior to the end of each annual lease extension thereafter. PROVIDED, HOWEVER, the City shall have the right, within thirty (30) days after receiving notice of lease extension to give written notice to CFSC that the City rejects said lease extension, and in such event this lease shall expire and terminate on June 30th of the then current lease term.
3. Rent. CFSC shall pay rent to the City as follows:
 - a. The CFSC skating schedule and special events, and hourly rental fee, are listed in Exhibit "A". If this agreement is renewed, pursuant to Section 2, Exhibit "A" will be revised for each annual lease extension. Hourly rental fees are subject to change each year by a resolution approved by the City Council.
 - b. If additional times are requested by CFSC and approved by the City, CFSC will pay the City the appropriate rate as described in subsection "a". Scheduling of additional times is subject to Arena availability and other schedule commitments and solely at the discretion of the City.

- c. Cancellations of scheduled times will be allowed, and rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least seven (7) days prior to the scheduled event. Furthermore, adjustments to rent will be made by the City, if, in its judgment, an event is canceled as a result of inclement weather or other circumstances beyond the reasonable control of CFSC which prevents advance notification of the City.
4. Payment. The City shall invoice CFSC, on a monthly basis, for ice used during the preceding month, in accordance with the rate identified in Exhibit "A". CFSC shall pay rent to the City within ten (10) business days after the date on the invoice. Rent not received on time is subject to a one and a half percent (1 ½ %) per month late fee.
5. Concessions. The City shall operate the food and beverage concession facility of the Arena during all of CFSC functions as the City determines appropriate, and the City shall have the sole right to all proceeds from sales through the concession facility. CFSC will not bring food or beverage into the arena or communicate to others any direct or implied authority to bring food or beverage into the arena. However, during special events, identified in Exhibit "A", CFSC may bring in food and beverage items for free distribution. Items may be distributed and consumed only in the Arena upstairs meeting room.
6. Sale of Club Merchandise. CFSC shall have the sole and exclusive right to sell, grant permission to sell by commercial vendors, and market in the Arena the merchandise, programs and souvenirs of CFSC. CFSC shall have the sole right to all proceeds from sales of said items, provided commercial vendors pay the appropriate permit fee to the City, and provided such merchandise is not similar in nature to items stocked by the vendor operating the Ice Arena Pro Shop. Sales location must be approved in advance by the Leisure Services Director or his designated appointee.
7. Promotional Activities During Events. Written notice of all promotional activities will be supplied by CFSC to the City, at least seven (7) days in advance of the proposed activity. All promotions are subject to prior approval by the Leisure Services Director or his designated appointee. CFSC shall have the sole and exclusive right to conduct promotional activities during its events. The proceeds from said activities shall belong solely to CFSC, less any expenses directly incurred by the City as a result of the promotion.
8. Insurance, Indemnification and Immunity. CFSC agrees to indemnify and hold the City harmless from any and all claims arising out of CFSC's use and/or occupancy of the Arena and/or other City facilities described in this Lease Agreement. To ensure its ability to indemnify the City as agreed, CFSC will obtain, at its own cost and expense, public liability insurance coverage in amounts not less than the City's maximum liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., currently two hundred

fifty thousand dollars (\$250,000.00) to any claimant for any number of claims arising out of a single transaction or occurrence, and five hundred thousand dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence. CFSC shall also provide property damage insurance in the sum of not less than two hundred fifty thousand dollars (\$250,000) per occurrence. Such insurance shall provide that it will not be canceled without at least thirty (30) days prior written notification to the City, that the City is an additional named insured thereunder, and that it is primary insurance without any right of contribution from any other resource or insurance of the City. CFSC shall, at the time or execution of this Agreement, furnish the City with a copy of said policy and policy endorsements listing the City of Casper as an additional insured. The City's failure to request or review such insurance policies or endorsements shall not affect the City's rights or CFSC's obligations hereunder.

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.

9. Notices. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper
Recreation Division
1801 East Fourth Street
Casper, Wyoming 82601

Casper Figure Skating Club
P.O. Box 50688
Casper, Wyoming 82605-0688

10. Binding Effect. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. CFSC may not assign its interest in the lease to any other party without prior written approval from the Casper City Council.
11. Laws and Regulations. CFSC shall be solely responsible for compliance with all laws, orders and regulations of federal, state, county and municipal authorities and shall obtain all licenses and permits which may be required for the conduct of its business within the terms of this lease. All rules and policies of the Arena will be enforced by CFSC accordingly.
12. Termination of Lease Agreement. The City or CFSC may terminate this Agreement anytime by providing thirty (30) days written notice to City or CFSC of intent to terminate said contract. Notwithstanding the above, the CFSC shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by CFSC or any breach of the Agreement by CFSC.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

WITNESS:

By: _____

Casper Figure Skating Club

By: 

Julie Hansen
President

CASPER FIGURE SKATING CLUB

EXHIBIT A

Regular Club Times

<i>Days</i>	<i>Ice Time</i>	<i>Rent Per Hour</i>
Sundays	3:15 – 5:00 pm	\$120.00

Dates:

September 15, 2013 through April 27, 2014, except for the following dates:
November 24, 2013, December 15, 22, 29, 2013, March 9, 2014 and April 20, 2014.

Upstairs Meeting Room

CFSC may use the upstairs meeting room at no charge, subject to availability and at least 24 hours notice.

Special Events

Hourly rental fee will be \$120.00

Annual Holiday Ice Show:

<i>Day</i>	<i>Date</i>	<i>Ice Time</i>	<i>Activity</i>
Thursday	December 12, 2013	5:30 – 7:30 pm	Dress Rehearsal
Saturday	December 14, 2013	8:00 – 9:30 am	Clinic or Guest Practice
		10:00 – 3:30 pm	Solo/Guest Practice & Performance

RESOLUTION NO. _____

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

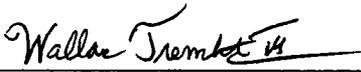
WHEREAS, the City of Casper is owner and operator of the Casper Ice Arena; and,

WHEREAS, Casper Figure Skating Club desires to lease the Casper Ice Arena for skating schedule and special events.

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 lease agreement with Casper Figure Skating Club, for use of the Casper Ice Arena.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 9, 2013

MEMO TO: John Patterson, City Manager
FROM: Doug Follick, Leisure Services Director
Carolyn Griffith, Recreation Superintendent
SUBJECT: Lease Agreement for Ice Arena Pro Shop

Recommendation:

That Council, by resolution, approve a lease agreement with Bush-Wells Sporting Goods for the operation of a Pro Shop at the Casper Ice Arena.

Summary:

Since June of 2001, the City has had a lease agreement with Bush-Wells Sporting Goods to operate the Pro Shop at the Casper Ice Arena. Staff has received notice from Bush-Wells of its desire to continue this operation. Bush-Wells has proven to be a reliable and effective tenant, and it has developed a good working relationship with the user groups and with staff. For these reasons, staff is recommending that the agreement be continued.

The terms of the new lease are the same as those of the previous lease. Bush-Wells will pay the City \$75 per month plus 5% of gross profit on a monthly basis. The proposed lease will run through May 31, 2017, with the option to renew for 3 additional years under the same terms and conditions.

A resolution is prepared for Council's consideration.

LEASE AGREEMENT

THIS LEASE, entered into this ____ day of _____, 2013, between the City of Casper, Wyoming, a Municipal Corporation, hereinafter referred to as "Lessor," and Bush-Wells Sporting Goods, hereinafter referred to as "Lessee," whose address is 500 S. Center, Casper, Wyoming, 82601.

IN CONSIDERATION of the rents, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee the upstairs storage room, adjoining hall, and pro shop room, all on the east end of the balcony at the Casper Ice Arena, 1801 East 4th Street, Casper, Wyoming.

2. LEASE TERM:

The term of this Lease shall be from September 18, 2013, to and including the 31st day of May, 2014.

3. RENEWAL:

Lessee shall have the option to extend this Lease for up to three (3) additional one (1) year terms each under the same terms and conditions contained herein, until May 31, 2017 at which time this Lease shall terminate between the parties. Lessee shall give Lessor written notice of the election to exercise this option to extend this Lease at least sixty (60) days prior to May 31, 2014, and at least sixty (60) days prior to end of each annual lease extension thereafter. PROVIDED HOWEVER, the Lessor shall have the right, within thirty (30) days after receiving notice of lease extension to give written notice to the Lessee that Lessor rejects said lease extension, and in such event this Lease shall expire and terminate on May 31st of the then current lease term.

4. RENT:

Lessee shall pay to Lessor Seventy-Five Dollars (\$75.00) per month (minimum of ten (10) months per year) plus five percent (5%) of the Lessee's gross profit on a monthly basis, commencing thirty (30) days after Lessee's first day of operation, due on or before the 15th day of each month thereafter.

5. MERCHANDISE SALES:

Subject to the restrictions contained herein, Lessee is hereby authorized to sell from the pro shop convenience and novelty items related to hockey, figure skating, and other related recreation equipment. Lessor, acting through the Director of the Leisure Services Department, may prohibit the sale of any item from the Lessor's property, including the pro shop, which it reasonably deems inappropriate for sale from a public building. Lessor will not undertake an examination of products to determine their safety or fitness for any particular purpose. Lessor's failure to bar sales of an item shall not constitute a warranty or representation by Lessor that the product is safe or fit for any particular purpose.

6. DEFINITIONS:

- A. Gross profit is defined as gross sales minus the cost of the sales items to the Lessee, but shall exclude all other overhead costs of Lessee.
- B. Gross sales are defined as Lessee's total income arising out of sales from the leased premises, including income as a result of internet sales.

7. USE:

The property is to be used as an Ice Arena "Pro Shop." The Lessee shall use the property in a careful, safe, and proper manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances, and regulations relating to the possession, use, or maintenance of the property for the use described. Said property shall be open for sales to the general public.

8. RIGHT OF ENTRY:

The Lessor reserves the right of ingress and egress to and from the leased property. The Lessee shall have access to the leased property at all times when the Ice Arena is open to the public. Lessee may access the leased property at other times as approved by the Lessor's Recreation Manager or Recreation Supervisor responsible for the Ice Arena.

9. FIXTURES:

Lessee at its sole cost, risk, and expense may construct both temporary and permanent fixtures and improvements for its benefit and the benefit of customers and invitees. Such fixtures shall meet all City code requirements, such other requirements as may be prescribed by the Lessor, and any other applicable state or federal statutes, rules, or regulations.

The plans and specifications for any temporary or permanent facility shall be first submitted to the City's Building Inspection Division, and shall require approval in accordance with

existing codes, prior to the construction of such facility. Lessor shall have further authority of prior approval or disapproval of all permanent facilities placed upon the leased premises.

Lessee may remove all structures, fixtures, and improvements which are not of a permanent nature upon termination of this Lease or any renewals hereof. Any permanent facility constructed by Lessee shall be the property of the Lessor. The Lessor reserves the right to make such improvements to the property as it may desire and at such times as it may desire upon reasonable notice to Lessee.

10. MAINTENANCE AND UTILITIES:

Lessee has the obligation to maintain the leased premises in good and safe order and repair during the term of this Lease and any renewals thereof. Provided, however, Lessee shall have no obligation to make any structural change to conform to any existing or future building code provision. The Lessor will provide trash collection.

Prior to the possession of the property, the Lessor shall provide the Lessee a complete inventory of all existing improvements provided, however, should this Lease be extended from time to time, as herein provided, the Lessee agrees to furnish the Lessor with a complete inventory of improvements at the commencement of the term of renewal.

The Lessee shall maintain the premises at its sole cost, risk, and expense, and Lessee shall be liable to the Lessor for damages caused to the lease premises by Lessee's operations or negligence.

Lessor shall provide all utilities upon the leased premises, with the exception of telephone service.

11. INSURANCE:

Lessee agrees to obtain and keep in force during the term of this Lease, liability insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a single transaction or occurrence, and the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence. The Lessor shall be named as an additional insured on the insurance policy.

Lessee shall provide Lessor with certificates evidencing such insurance as outlined above, prior to commencing operation of the facility. Such certificates shall provide for sixty (60) days advance written notice to lessor of cancellation of insurance or any change or reduction of coverage or non-renewal. The certificates shall specify that the policy is primarily coverage for Lessor's liability, and there shall be no right of contribution from any other insurance policy or resource of the Lessor.

Lessee shall provide and maintain all Workman's Compensation Insurance for its employees.

12. INDEMNIFICATION AND NON-LIABILITY:

This agreement is made upon the express condition that the Lessor shall be free from all liabilities and claims for damages and/or lawsuits for, or by reason of, any injury or injuries, to any person or property of any kind whatsoever, from any cause or causes whatsoever, while in, upon, or visiting the leased property or any part thereof, or occasioned by any occupancy or use of said property, or any activity carried on by Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor. Lessee agrees that it will protect, indemnify, and hold harmless the Lessor from all injuries, liabilities, costs, losses, expenses, suits, claims, and damages however occurring to people in, upon, or visiting the leased property. Lessee further agrees to defend the Lessor in any actions filed in court which arise from said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the Lessor is named as a defendant in court action.

13. EMPLOYEES OF LESSEE:

Employees hired by Lessee shall be responsible individuals and shall be considered its employees and not employees of Lessor. Lessee shall not permit its employees to violate any of the terms and conditions of this Lease Agreement, any state, federal, or local law.

14. DEFAULT AND SURRENDER OF LEASED PREMISES:

This Lease shall automatically terminate if Lessee fails to pay rent when the same shall become due and payable as set forth in this lease.

In the event Lessee is in default of any other term or condition of this lease (other than the payment of rent), Lessee agrees to correct or remedy such breach or default within thirty (30) days of being notified of such breach or default in writing by the City. In the event Lessee fails to remedy or correct such breach or default within said thirty (30) day period, the City may terminate this lease by giving Lessee written notice of such termination.

Lessee agrees to vacate and surrender the lease premises to the Lessor upon the termination of this lease.

15. RULES AND REGULATIONS:

Lessee agrees to abide by and conform to any and all ordinances and codes of the City of Casper and laws of the State of Wyoming and the United States, and to any rules and regulations established for the Arena.

The Lessor or its City Manager may, from time to time, make suggestions for the Lessee's consideration concerning the conduct of the Lessee's operation. The Lessor's exercise or ability to exercise this option shall in no way obviate or reduce the Lessee's complete responsibility to insure the safe and proper operation of the operation.

16. SUBLEASE AND ASSIGNMENT:

The Lessee may sublease or assign this lease or the facilities to other individuals or entities for uses which are compatible with the facility, and any City rules and regulations governing the same; provided that the Lessee shall not sublease, sell, or assign this lease or the facilities without the prior written consent of the Lessor. Each sublessee or assignee shall comply with the requirements applicable to the Lessee as described herein.

17. NOTICES:

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the parties in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties as follows:

Lessor: City of Casper
Recreation Division
1801 East 4th
Casper, Wyoming 82601
ATTN: Recreation Supervisor, Casper Ice Arena

Lessee: Bush-Wells Sporting Goods
500 S. Center
Casper, Wyoming 82601
(307) 235-6671

18. OPERATIONS:

Lessee shall have the right to promote and market new hockey and figure skate "Pro Shop" goods at the Casper Ice Arena, including its adjoining sidewalks and parking lot, to the exclusion of all parties except the City of Casper, and bona fide souvenir and novelty items sold by the Casper Figure Skating Club, Casper Amateur Hockey Club, and the Central Wyoming Skating Association, during special events covered by contract with the Lessor or by permit with the Casper Ice Arena as approved by the Recreation Manager of the Lessor. Lessee may sell supplies, services, and accessories consistent with the intent of the operation of the arena. Lessee shall keep and maintain proper records reflecting hours of operation, all revenues and expenditures, and shall make monthly written financial and operational reports to the City of Casper Recreation Division.

19. MISCELLANEOUS COVENANTS:

The Lessor further covenants that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the leased premises during the term hereof.

Lessee agrees that it shall not discriminate against or toward any individual or group and no membership in any organization is necessary to enable the general public or private or professional groups approved by the Lessor and Lessee to use the leased premises.

The Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the leased premises, and shall allow no liens to be placed against the leased property.

Lessee agrees to not discriminate against any person because of race, color, religion, sex, national origin, or disability.

20. GOVERNMENTAL CLAIMS ACT:

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

EXECUTED by the parties hereto on the day and year first above written.

APPROVED AS TO FORM:

Walker Tronzo

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

WITNESS:

Bush-Wells Sporting Goods

By:

Terry Nelson

Terry Nelson, President

RESOLUTION NO. _____

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

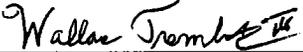
WHEREAS, the Casper City Council desires to have a lease agreement for the operation of a Pro Shop at the Casper Ice Arena; and,

WHEREAS, Bush-Wells Sporting Goods has submitted an acceptable proposal to operate the Ice Arena Pro Shop.

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 lease between the City of Casper and Bush-Wells Sporting Goods, for the operation of a Pro Shop at the Casper Ice Arena.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenye Schlager
Mayor

September 9, 2013

MEMO TO: John C. Patterson, City Manager

FROM: William C. Luben, City Attorney

SUBJECT: Approval of Lease Agreement with the Boys & Girls Club of Central Wyoming Endowment Foundation, Inc. for the leasing of real property for the Foundation's use for a boxing club and Financial Literacy Center.

RECOMMENDATION:

That Council, by Resolution, authorize a lease agreement with the Boys & Girls Club of Central Wyoming Endowment Foundation, Inc. (the "Foundation") for the leasing of real property for the Foundation's use for its boxing club and Financial Literacy Center project.

SUMMARY:

Council had authorized staff to move forward with the leasing of real property which is located next to the Boys & Girls Club for its boxing club and Financial Literacy Center project.

The parties have developed a long-term lease of this property to the Foundation for this project. This lease agreement is structured to parallel the term of the lease agreement which the City has with the Foundation for the other property that is leased to the Boys & Girls Club for its activities.

The Lease Agreement for the boxing club and the Financial Literacy Center accompanies this memo for Council's consideration and approval.

LEASE AGREEMENT

THIS Lease Agreement is entered into this _____ day of _____, 2013, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 N. David, Casper, Wyoming 82601, hereinafter referred to as "Lessor," and Boys & Girls Club of Central Wyoming Endowment Foundation, Inc., 1701 East K Street, Casper, Wyoming 82601, hereinafter referred to as "Lessee," the Lessor and Lessee collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Lessee desires to construct a building for use by a youth oriented boxing club under a sublease to the Lessee, along with a Financial Literacy Center in conjunction with Natrona County School District No. 1, as educational tools for serving all youth of the Community, especially those youth from disadvantaged circumstances; and

WHEREAS, the Lessee desires to lease the land described herein from the Lessor under the terms and conditions set forth herein for the purposes of constructing a building and improvements on said real property for the operation of the boxing club and Financial Literacy Center as described above.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree by and between them 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 lease agreement.

2. LEASED PREMISES/WARRANTY DISCLAIMER:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth herein, the following described real property said real property:

The real property described and set forth on Exhibit "A" attached hereto, the same being incorporated herein at this point as if fully set forth, said real property currently being replatted as the All American Center Addition to the City of Casper, Wyoming, hereinafter referred to as the "leased premises."

LESSOR HEREBY LEASES THE LEASED PREMISES TO LESSEE “AS IS, WITH ALL FAULTS.” LESSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE CONDITION OR USE OF THE LEASED PREMISES OR THE FITNESS OR MERCHANTABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE.

Lessee states that Lessee has inspected the leased premises, and hereby accepts said property in its present condition.

3. LEASE TERM/RENEWAL:

The leased premises shall be leased to the Lessee for a term of twenty-five (25) years, and if not otherwise sooner terminated as provided herein, shall terminate and be of no further force or effect between the Parties at midnight on May 31, 2038.

Lessee shall have the option to renew this Lease Agreement for two (2) additional terms, one of Twenty-five (25) years and one additional renewal term until midnight on September 30, 2077, each renewal term being under and subject to the same terms and conditions hereof, upon giving written notice to Lessor of its intention to renew the same at least thirty (30) days prior to its respective termination dates. Assuming this lease agreement is renewed for both additional renewal terms, this lease agreement shall finally terminate, and be null and void between the parties at midnight on September 30, 2077.

At the end of the last renewal term of this Lease, being September 30, 2077, Lessee reserves the right to negotiate a new lease agreement between the parties as provided herein. Lessee shall give lessor written notice of its intent to negotiate a new lease between the parties at least (90) days prior to September 30, 2077. Upon the giving of said notice, the parties agreed to timely negotiate, in good faith, a new lease between them. Provided however, in the event the parties are unable to agree upon the terms of a new lease on or before September 30, 2077, this lease shall then terminate, and be of no further force or effect between the parties on September 30, 2077.

4. RENT:

Lessee shall pay to Lessor rent in the amount of one Dollar (\$1.00) per year, due and payable to the Lessor on or before June 1st of each year thereof.

5. PURPOSE:

The leased premises are leased to Lessee for the purpose of constructing a building and related improvements to house a boxing club and Financial Literacy Center as described above, which facility shall be open to use by citizens of Natrona County, Wyoming, with the

intent of serving underprivileged youth within Natrona County, and the City of Casper, Wyoming.

6. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer pursuant to law. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for the making of repairs, additions, alterations, or improvements thereto.

7. INSURANCE:

Lessee agrees to provide and maintain through the term of this lease, and any subsequent lease renewals, liability and property damage insurance in the amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of not less than Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence, and property damage liability insurance of not less than the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above, prior to the commencement of any activities by the Lessee on the leased premises. Said insurance policy or policies shall name the Lessor as an additional named insured and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

It is recognized by and between the Parties to this lease 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 primary term of this lease, or any subsequent renewal terms, then such insurance as outlined above from Lessee 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 Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

Lessee shall further insure the improvements made to the leased premises against loss by fire or other casualty in amounts and in insurance carriers approved by the Lessor. Said insurance policy or policies shall name the Lessor as an additional insured as its interests may appear and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

8. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members or participants to violate any of the terms and conditions of this lease nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

9. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signage in accordance with applicable city ordinances; provided however, any signage that displays advertising matter at the facility and/or on the property shall be subject to the Lessor's right to accept or reject the same, including the right to accept or reject sponsors and advertising content to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. It is understood that any approval by the Lessor of advertising material shall not constitute a waiver of Lessee's obligations concerning such violations or infringement. Lessee agrees to indemnify and hold the Lessor harmless with respect to all claims alleging such violations, without cost to the Lessor. Advertisement(s) cannot be pre-sold beyond the time periods of the respective lease terms of this Lease.

10. INDEMNITY OF LESSOR:

Lessee agrees to indemnify and hold the Lessor, its officers, elected officials, employees, and agents harmless in the event of any death or injury to persons or damage to property which may result from or arise out of Lessee's use or occupancy of the leased premises, or any action done thereon by Lessee, its agents or employees, contractors, customers, or any person coming or being thereon by the license or permission of Lessee, expressed or implied, or otherwise entering upon the property. Lessee further agrees to indemnify and hold Lessor, its officers, elected officials, employees, and agents harmless from any and all costs, damages, attorney's fees, expenses, and losses to any person or property resulting from any such cause. Said indemnification shall not extend to death or injury that results from any action on the part of the Lessor, its agents or employees with respect to the leased premises.

11. ASSIGNMENT:

Lessor hereby gives its written consent to Lessee to sub-lease the leased premises to the Casper Boxing Club and Natrona County School District No. 1 for their use during the initial term of this Lease, or any renewal thereof. Any such sub-lease shall be subject to the terms and conditions of this Lease, and in no event, shall the sub-lessees mortgage or otherwise allow the leased premises to be encumbered with any lien or charge.

The Lessee shall not otherwise assign, sell, sub-let, or otherwise transfer any interest in this Lease Agreement, the leased premises, or any improvement placed thereon without the prior written consent of the Lessor.

Notwithstanding any such assignment, transfer, or sublease, Lessee shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants, and conditions thereof.

12. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased property at all times for the purposes of maintenance, public safety, and other general inspections.

13. MAINTENANCE/REPAIR:

Lessee, during the term of this lease or any extension thereof, shall keep the leased premises in good order and repair commensurate with the operation of the Lessee's intended use of the leased premises, and as necessary to adequately protect spectators, guests, invitees, and participants. Lessee shall, at its sole cost and expense, make any repairs necessary to the leased premises for these purposes, and Lessee shall be solely responsible for the maintenance and replacement of the landscaping, parking lot lighting, irrigation systems, parking lot surfaces, curb, gutter and sidewalks.

14. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

The Lessee hereby agrees that it will, at its sole cost, risk, and expense, construct a building and related improvements as depicted on Exhibit "B" attached hereto on the leased premises for housing the boxing club and Financial Literacy Center.

The plans and specifications for said building, as well as any subsequent facilities or fixtures to be constructed by the Lessee shall first be submitted to the Lessor for Lessor's written approval prior to any construction thereof. All such construction shall meet and be in accordance with all existing plumbing, mechanical, and electrical codes. Lessee shall, at its sole cost and expense, obtain all necessary building permits before the commencement of any construction on the leased premises.

The Parties agree and understand that these are permanent improvements to the leased premises, and as such, upon the termination of this lease any and all improvements to the leased premises shall become the sole and separate property of the Lessor, free and clear of any claim by the Lessee.

The Lessor reserves the right to make other public improvements in or to the property, facilities, or leased premises as it may desire, upon reasonable notice to Lessee, provided

such improvements do not substantially conflict with the use of the leased premises by the Lessee.

15. **LESSOR'S IMPROVEMENTS TO OR FOR THE LEASED PREMISES:**

Lessor agrees that it will make public improvements to the leased premises in a sum of not less than SIX HUNDRED FIFTY-THREE THOUSAND, FIVE HUNDRED DOLLARS (\$653,500) pursuant to the schedule depicted and set forth in Exhibit "C." Although the Lessor agreed to infuse the total sum of one million dollars of public improvements into the property, the parties agree that the Lessor paid the sum of Three Hundred Forty-six Thousand Five Hundred Dollars (\$346,500) to acquire the leased premises, and that the lessor is entitled to this sum as a credit against the one million dollar public improvement pledge.

16. **UTILITIES:**

Lessee shall timely pay all charges for water and sewer services, electricity, natural gas, and other utilities used by Lessee on the leased premises. Lessee shall pay as and when due all utility charges free and clear of any claim against the Lessor therefore.

17. **DEFAULT:**

In the event Lessee shall fail to make any payment called for pursuant to this lease or within thirty (30) days after the same shall fall due, then Lessor may terminate this lease by giving Lessee written notice of such termination, or, in the event the Lessee fails to perform any other obligations called for herein on its part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within thirty (30) days after such notice, then Lessor may, by written notice to Lessee, terminate this lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor. PROVIDED HOWEVER, in the event the cure of any such deficiency (other than the making of any payment otherwise due the Lessor by the Lessee) will reasonably take more than thirty days, then, in that event, Lessee shall not be considered to be in default as long as Lessee commences said cure within the initial thirty day period and continues to work, in a timely and reasonable fashion the cure of any such deficiency.

Upon such termination, Lessor shall be entitled to possession of the leased premises and all improvements and fixtures made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the leased premises and all improvements and fixtures made by Lessee. If Lessee shall refuse to surrender and deliver the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

It is agreed by the Parties that any breach of any term of this lease shall constitute cause for termination under this clause.

18. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

Lessee shall pay and indemnify Lessor against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of Lessee or after Lessee's default in surrendering possession upon the expiration or early termination of the term of this lease or enforcing any covenant of the Lessee herein contained.

19. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

If the fixed assets, buildings or other improvements to the leased premises be substantially destroyed by fire or other cause such that the fixed assets, buildings or other improvements are no longer usable for their intended purposes, the Lessee, at its option, may either rebuild or restore the destroyed fixed assets, buildings and/or other improvements, or terminate this lease and the tenancy hereby. If the Lessee elects to terminate the lease, the tenancy created hereby shall be thereafter terminated and the Lessee shall fairly compensate the Lessor in monetary value for those assets, buildings, or other improvements destroyed in proportion to the Lessor's one million dollar (\$1,000,000) contribution toward the cost of construction and or purchase of said fixtures and improvements and its reversionary interests arising from Lessor's contributions thereto. Said fixtures and improvements not substantially destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, or rebuild to an equal or better condition than they existed prior to any such casualty or to fairly compensate the Lessor in monetary value in proportion to its contribution and reversionary arising from Lessor's contributions interests therein for any such destruction.

In the event Lessee elects not to rebuild or repair any such fixture or improvement, the, in that event, Lessee shall, in addition to the compensation due the Lessor as set forth above, be solely responsible for demolishing and removing any such fixture or improvement from the leased premises at Lessee's sole cost and expense within a reasonable period of time,

20. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee, at the expiration or termination of this lease, shall surrender the leased premises, together and along with all alterations, additions, or improvements which may have been made thereto to the Lessor, free and clear of sub-tenancies, liens, or other encumbrances.

21. OPERATIONS:

It is recognized that Lessee may, during the lease term, or any renewals thereof, conduct fund raising activities, including raffles, the sale of personal property such as T-shirts, other

clothing, and the like. All the revenues generated from such activities are the sole and exclusive property of Lessee. Lessee may also sell food, beverage, and concession items inside of the building constructed on the leased premises for Boys and Girls Club and/or its sub lessees' sponsored activities, the revenue thereof being the sole property of sponsoring organization.

Lessee and/or its sub lessees shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee or sub lessee sponsored events. All funds collected by the Lessee, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations of the leased premises for the purposes as described in this Lease. Lessee and any sub lessee shall keep and maintain proper records reflecting all revenues and expenditures. Such records shall be open for inspection by the Lessor if requested.

22. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or if mailed by certified mail, postage paid, addressed to other Party at their following respective address:

LESSOR:

City Manager
City of Casper
200 N. David
Casper, Wyoming 82601;

LESSEE:

President
Boys & Girls Club of Central Wyoming Endowment Foundation, Inc.
1701 East K Street
Casper, WY 82601

or such other address as either the Lessor or the Lessee shall advise the other, from time to time, in writing as provided above.

23. WAIVER:

No failure by Lessor to insist upon the strict performance of any terms or conditions of this lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this lease agreement or any future breach thereof. No term or condition of this lease required to be performed by Lessee, and no

breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter any term or condition of this lease, and such term or condition shall continue in full force and effect with respect to any other breach thereof.

24. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001, et seq. (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. Lessee shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous

substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

25. MORTGAGES, LIENS, AND ENCUMBRANCES:

The parties understand and agree that Lessee may be obtaining an initial construction loan for the short term financing of the construction and initial occupancy of the building as set forth above. Lessor hereby consents to Lessee obtaining said initial construction loan and the placing of a lien or mortgage interest on said building therefore for a term not to exceed three (3) years.

Following the initial construction loan financing, and initial occupancy (being the three years following the completed construction of the building), any further use of the building constructed thereby as collateral for any other loan or financing arrangement shall require the approval of the Lessor, which consent shall not be unreasonably withheld.

In the event of the foreclosure of any lien or mortgage interest placed against the above described building, the continued use of said building by any purchaser shall be restricted to educational and/or recreational uses, and shall be subject to this lease agreement. Any change from educational and/or recreational use to another use shall be subject to the prior approval of the Lessor.

26. GOVERNMENTAL IMMUNITY:

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

27. QUIET ENJOYMENT:

Lessor covenants that upon Lessee's compliance with the terms and conditions of this lease, it shall have and hold and peacefully enjoy the leased premises during the term of, or any renewal of this lease.

28. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

29. BINDING EFFECT:

This Lease, and its terms and conditions shall inure to the benefit of and be binding upon the Parties hereto, their respective successors, grantees, transferees, or assigns. This agreement may be executed in more than one copy, each copy of which, shall, however constitute one and the same agreement.

30. ENTIRE AGREEMENT:

The Parties specifically agree that all prior agreements between them, oral or written, regarding the leasing of the leased premises are contained, set forth and merged in this lease, and no amendment or modification of the terms of this lease shall be valid or enforceable unless made in writing and executed by all Parties hereto.

This Lease 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.

31. AUTHORITY:

Each person executing this Lease hereby state that they have the requisite authority from their principals to bind their principals to each and every term of this agreement.

32. EQUAL EMPLOYMENT OPPORTUNITY/DISCRIMINATION:

In carrying out the terms of this lease agreement, Lessee shall not discriminate against any employee or applicant for employment or any member of the public desiring to use the leased premises because of race, color, religion, sex, national origin, or disability.

IN WITNESS WHEREOF, the Parties hereto have executed this lease Agreement the day and year first written.

APPROVED AS TO FORM:


City Attorney

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

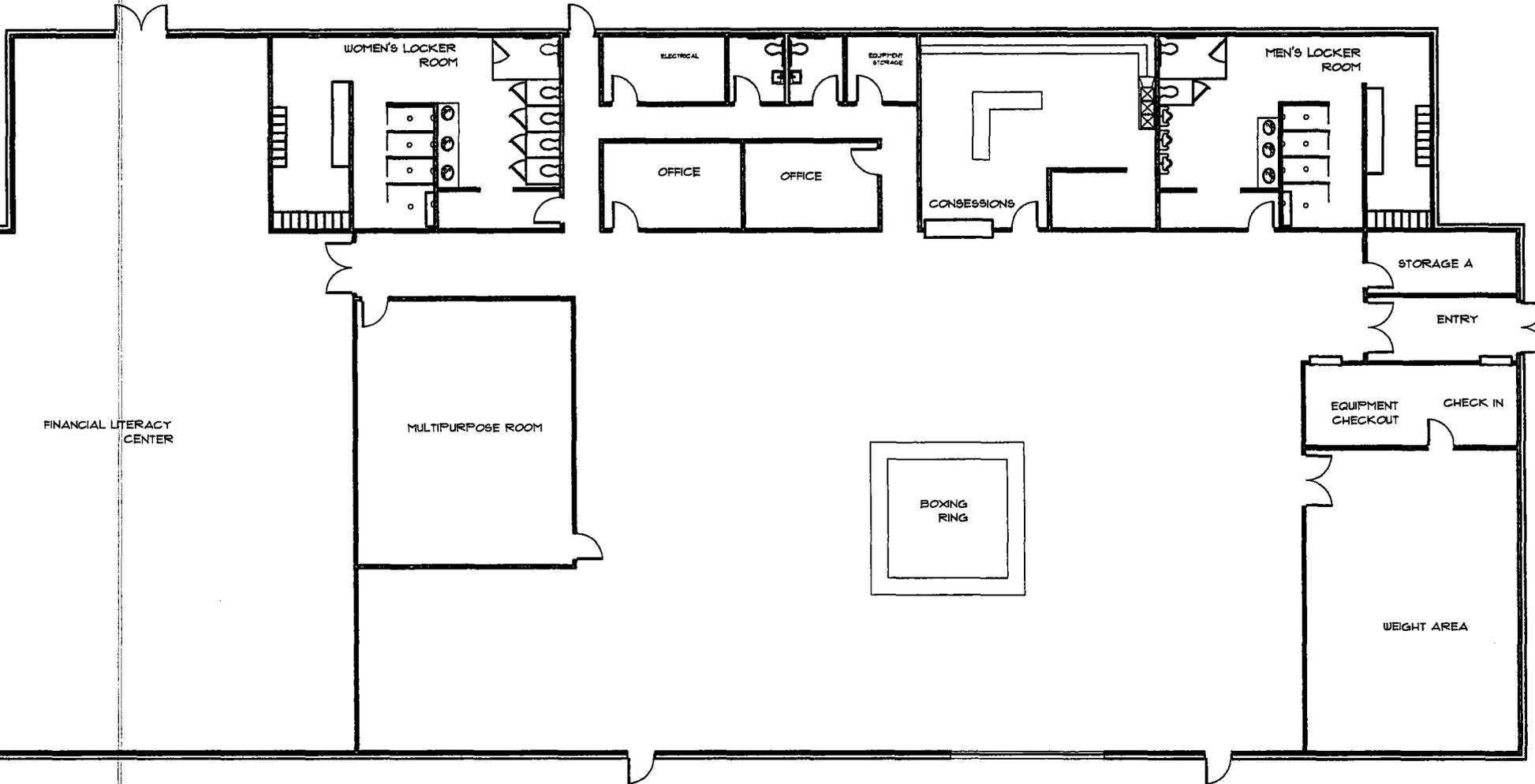
EXHIBIT A

A PARCEL BEING A PORTION OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 3, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL HEREIN TO BE DESCRIBED, WHICH POINT BEARS S. 1°01'30" W., 318.57 FEET FROM THE NORTHEAST CORNER OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 3; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG THE EASTERLY LINE OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 3 OF SAID TOWNSHIP, S. 1°01'30" W., 286.05 FEET TO A POINT AND SOUTHEAST CORNER OF SAID PARCEL; THENCE N. 89°52'30" W., 304.60 FEET TO A POINT AND SOUTHWEST CORNER OF SAID PARCEL; THENCE N. 1°01'30" E., 286.05 FEET TO A POINT AND NORTHWEST CORNER OF SAID PARCEL; THENCE S. 89°52'30" E., 304.60 FEET TO THE POINT OF BEGINNING.

EXHIBIT A





SCHEDULE OF WORK TO BE COMPLETED BY THE CITY OF CASPER

LS = Lump Sum
SY = Square Yard

EA = Each
FA = Force Account

LF = Linear Feet
CY = Cubic Yard

SF = Square Foot

BASE BID SCHEDULE

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00
2	Demolition and Removals	LS	1	\$ 5,000.00	\$ 5,000.00
3	Site Earthwork and Roadway Grading	LS	1	\$ 10,000.00	\$ 10,000.00
4*	4" Asphalt over 6" Base Course - Parking Lot	SY	4280	\$ 45.00	\$ 192,600.00
5	4" Asphalt over 6" Base Course - Barbara Street	SY	1900	\$ 40.00	\$ 76,000.00
6	8" PCCP over 4" Base Course Flatwork	SY	125	\$ 60.00	\$ 7,500.00
7	4" Concrete Sidewalk with 4" Base Course	SY	1000	\$ 40.00	\$ 40,000.00
8	Concrete Curbwalk - Barbara Street	LF	1000	\$ 40.00	\$ 40,000.00
9	30" Type-B Curb and Gutter - Parking Lot	LF	2800	\$ 25.00	\$ 70,000.00
10	ADA Ramps	EA	7	\$ 500.00	\$ 3,500.00
11	2-inch Water Service Complete	EA	1	\$ 3,500.00	\$ 3,500.00
12	8-inch PVC Waterline	LF	1100	\$ 35.00	\$ 38,500.00
13	8-inch Gate Valve	EA	2	\$ 1,250.00	\$ 2,500.00
14	Fire Hydrant Assembly	EA	2	\$ 4,500.00	\$ 9,000.00
15	4-inch Sanitary Sewer Service Complete	EA	1	\$ 1,250.00	\$ 1,250.00
16	8-inch PVC Sanitary Sewer Line	LF	620	\$ 45.00	\$ 27,900.00
17	Sanitary Sewer Manhole	EA	3	\$ 3,000.00	\$ 9,000.00
18	Existing Manhole Adjustments	EA	5	\$ 750.00	\$ 3,750.00
19	Striping	LS	1	\$ 4,000.00	\$ 4,000.00
20	Signage	LS	1	\$ 2,000.00	\$ 2,000.00
21	Temporary Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00
22	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00
TOTAL BASE BID					\$ 588,000.00

Engineering (Design & C/A) \$ 65,500.00

TOTAL COST \$ 653,500.00

Note: Work to be completed on Item 4 - 4" Asphalt over 6" Base Course - Parking Lot - as funding allows. In no case will the City of Casper's obligation for this project exceed \$653,500.

EXHIBIT "C"

RESOLUTION NO. _____

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

WHEREAS, the Boys & Girls Club of Central Wyoming Endowment Foundation, Inc. (the "Foundation") desires to lease certain real property from the City of Casper adjacent to other property leased to the Foundation for its use for a boxing club and a Financial Literacy Center project; and,

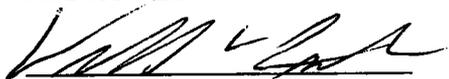
WHEREAS, the City and the Foundation have developed a lease agreement for this project, the lease term which is for the same duration as for other real property leased by the City to the Foundation for Boys & Girls Club activities; and,

WHEREAS, the Casper City Council finds that the lease agreement for the boxing club and Financial Literacy Center project 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, a Lease Agreement between the City of Casper and the Boys & Girls Club of Central Wyoming Endowment Foundation, Inc. for the leasing of certain real property to the Foundation for its use for its boxing club and Financial Literacy Center project.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 6, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Chris Walsh, Chief of Police
SUBJECT: Metro Animal Control Fees

Recommendation:

That Council, by resolution, rescind Resolution 96-187, and create a new resolution establishing Metro Animal Control fees, and allowing some flexibility on the part of the Metro Animal Control Manager to offer discounts to senior citizens and military personnel, and waive or reduce fees as circumstances dictate.

Summary:

Metro Animal Control fees are established by Council via the resolution process and have been updated only once since the facility was built in 1983. Resolution 96-187 was created 17 years ago and is in need of updating in order to reflect existing economic conditions.

A copy of resolution 96-187 has been provided, and a copy of the new resolution has been prepared for Council's consideration.

RESOLUTION NO. 96-187

A RESOLUTION ESTABLISHING FEES FOR THE METROPOLITAN ANIMAL CONTROL FACILITY.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fee schedule is hereby established for use of the Metropolitan Animal Control Facility:

License Fees

Unaltered Dogs and Cats	\$	25.00	annually
Altered Dogs and Cats	\$	5.00	annually

Other License Fees

Trained Commercial Guard Dog	\$	20.00	annually
Kennel, Cattery, or Pet Shop	\$	50.00	annually
Zoological Garden or Animal Act	\$	50.00	annually
Abattoir, Stockyards, Hatchery, Livestock Auction, Feed Store, or Other Place where Livestock are Bred, Kept, Offered for Sale or Slaughtered for Commercial Purposes	\$	50.00	annually

* License fees shall cover a one-year period from the month in which the license is issued. A new license shall be obtained each year by every owner, and a new fee paid. Upon change in ownership of an animal or facility, the new owner may have the current license transferred to his name for a One Dollar (\$1.00) transfer fee.

Boarding Fees

Dogs and Cats	\$	12.00	for the first day, and \$7.00 for every day thereafter
All Other Animals	\$	7.00	per day

Impound Fees

First Impoundment (excluding horses)			
Altered Dogs and Cats	\$	15.00	
Unaltered Dogs and Cats	\$	25.00	
All Other Animals	\$	10.00	
Second and All Other Impoundments (excluding horses)			
Altered Dogs and Cats	\$	30.00	
Unaltered Dogs and Cats	\$	100.00 or \$30.00 if the owner of the animal has the animal spayed or neutered. The animal will be delivered by Metro Animal Control directly to the veterinarian chosen by the owner. The owner will be responsible for all costs incurred.	

Euthanasia Fees

Dogs/Cats	\$	30.00
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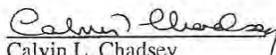
Adoption Fees

Dog		
Unaltered	\$	36.00
Altered	\$	46.00
Cat		
Unaltered	\$	31.00
Altered	\$	36.00
Goat	\$	25.00
Pig	\$	25.00
Ferret	\$	20.00
Rabbit	\$	5.00
Bird	\$	5.00
Guinea Pig	\$	5.00
Hampster	\$	1.00

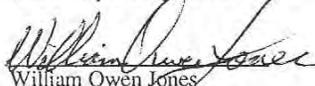
BE IT FURTHER RESOLVED: That these fees shall become effective upon adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of August, 1996.

ATTEST:


Calvin L. Chadsey
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation


William Owen Jones
Mayor

A RESOLUTION ESTABLISHING FEES FOR THE METROPOLITAN ANIMAL CONTROL FACILITY.

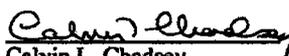
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fee schedule is hereby established for use of the Metropolitan Animal Control Facility:

<u>License Fees</u>		
Unaltered Dogs and Cats	\$	25.00 annually
Altered Dogs and Cats	\$	5.00 annually
<u>Other License Fees</u>		
Trained Commercial Guard Dog	\$	20.00 annually
Kennel, Cattery, or Pet Shop	\$	50.00 annually
Zoological Garden or Animal Act	\$	50.00 annually
Abattoir, Stockyards, Hatchery, Livestock Auction, Feed Store, or Other Place where Livestock are Bred, Kept, Offered for Sale or Slaughtered for Commercial Purposes	\$	50.00 annually
<p>* License fees shall cover a one-year period from the month in which the license is issued. A new license shall be obtained each year by every owner, and a new fee paid. Upon change in ownership of an animal or facility, the new owner may have the current license transferred to his name for a One Dollar (\$1.00) transfer fee.</p>		
<u>Boarding Fees</u>		
Dogs and Cats	\$	12.00 for the first day, and \$7.00 for every day thereafter
All Other Animals	\$	7.00 per day
<u>Impound Fees</u>		
First Impoundment (excluding horses)		
Altered Dogs and Cats	\$	15.00
Unaltered Dogs and Cats	\$	25.00
All Other Animals	\$	10.00
Second and All Other Impoundments (excluding horses)		
Altered Dogs and Cats	\$	30.00
Unaltered Dogs and Cats	\$	100.00 or \$30.00 if the owner of the animal has the animal spayed or neutered. The animal will be delivered by Metro Animal Control directly to the veterinarian chosen by the owner. The owner will be responsible for all costs incurred.
<u>Euthanasia Fees</u>		
Dogs/Cats	\$	30.00
<u>Adoption Fees</u>		
Dog		
Unaltered	\$	36.00
Altered	\$	46.00
Cat		
Unaltered	\$	31.00
Altered	\$	36.00
Goat	\$	25.00
Pig	\$	25.00
Ferret	\$	20.00
Rabbit	\$	5.00
Bird	\$	5.00
Guinea Pig	\$	5.00
Hampster	\$	1.00

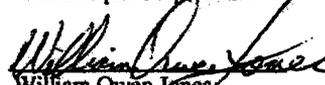
BE IT FURTHER RESOLVED: That these fees shall become effective upon adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of August, 1996.

ATTEST:


 Calvin L. Chadsey
 City Clerk

CITY OF CASPER, WYOMING
 A Municipal Corporation

197 
 William Owen Jones
 Mayor

RESOLUTION NO. _____

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

WHEREAS, it is desirous to review and change the established fees for the Metropolitan Animal Control facility from time to time, to ensure their timeliness with current economic conditions; and,

WHEREAS, the Metropolitan Animal Control Manager desires some flexibility in waiving or reducing set fees at his/her discretion as circumstances dictate.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Resolution No. 96-187 is hereby rescinded, and the following fee schedule is hereby established for use of the Metropolitan Animal Control Facility.

All Fees described herein are on a per-animal basis, and exclude exotic pets and farm animals, except where noted.

Annual License Fees*

City:

Unaltered Dogs and Cats	\$ 25.00
Altered Dogs and Cats	\$ 5.00

County:

Unaltered Dogs and Cats	\$ 5.00
Altered Dogs and Cats	\$ 3.00

Other License Fees:

Trained Commercial Guard Dog	\$ 20.00
Kennel, Cattery, or Pet Shop	\$ 50.00
Zoological Garden or Animal Act	\$ 50.00
Abattoir (Slaughterhouse), Stockyards, Hatchery, Livestock Auction, Feed Store, or Other Place Where Livestock are Bred, Kept, Offered for Sale, or Slaughtered for Commercial Purposes	\$ 50.00

*License fees shall cover a one-year period from the date of issue. A new license shall be obtained each year by every owner, and a new fee paid. Licenses are non-transferrable. Upon change in ownership of an animal or facility, the new owner must obtain a new license.

Adoption Fees

Dogs	\$ 50.00
Cats	\$ 35.00

Other Animals (with the exception of exotic pets
And farm animals, fee will not exceed) \$ 25.00

Adoption Fee Discounts

Senior citizens (age 55 and older), and military personnel (regardless of military status), shall receive 50% off all animal adoption fees.

Overnight Fees

All Animals (per day) \$ 10.00

Impound Fees

First Impoundment:

Unaltered Dogs and Cats \$ 35.00

Altered Dogs and Cats \$ 10.00

All Other Animals \$ 10.00

Second and Subsequent Impoundments:

Unaltered Dogs and Cats \$ 50.00

Altered Dogs and Cats \$ 25.00

All Other Animals \$ 20.00

Quarantine Fees

All animals (Per Day) \$ 10.00

**Owner Release Fee (Owner Surrenders Animal to
Metro Animal Control)**

All Animals \$ 10.00

Exotic Pets and Farm Animal Fees

Due to higher feed costs, special enclosures and handling requirements, all fees shall be doubled for exotic and farm animals. Exotic pets and farm animals are defined in section 6.04.010 of the Casper Municipal Code.

The Metro Animal Control Manager shall have the authority to reduce or waive fees, but shall not have the authority to increase fees without prior approval by City Council.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

Memorandum

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

FROM: John C. Patterson, City Manager 

DATE: September 11, 2013

SUBJECT: Ice Hockey Facility Development Escrow Agreement

Synopsis:

Mr. John Wold played collegiate hockey 75 years ago and continues to love the game in his now 97th year. Mr. Wold wants to assist in bringing professional hockey to Casper. For that purpose, Mr. Wold is donating \$1 million toward the construction of an ice floor in the Casper Events Center.

Background:

Mr. John Wold has been a part of every effort to bring a second ice sheet to Casper. He has spearheaded an effort to bring a professional hockey team to Casper. He has stepped up and put funding behind his effort. The million dollars will pay for half of the ice floor. With the floor in place, the city is positioned to bring a professional hockey team to town. Additionally, there are many traveling ice shows that we can now attract to Casper. With the second ice sheet we will be able to rent the ice to local hockey leagues, figure skating groups, and curling clubs.

There are four contingencies associated with the donation. Mr. Wold wants to approve the ice floor budget, sign off on the additional funding, review and approve the engineering plans, and approve the Hockey League Franchise Agreement and Event Center Lease Agreement with the hockey team. All of these must be accomplished by December 31, 2013.

Recommendation:

Approve the agreement and authorize the Mayor to sign on behalf of the City.

ICE HOCKEY FACILITY DEVELOPMENT ESCROW AGREEMENT

This Ice Hockey Facility Development Escrow Agreement (the "Escrow Agreement") is entered into by and between John S. Wold, individually and as Trustee of the John S. Wold Revocable Trust, dated May 13, 2002, Mineral Resource Center, Suite 200, 139 West Second Street, Casper, Wyoming 82601-2462 (hereinafter referred to as the "Donor"); and the City of Casper, Wyoming, care of John C. Patterson, its City Manager, 200 North David, Casper, Wyoming 82601 (hereinafter referred to as the "City"), The Donor and the City collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Donor has a deep interest in bringing professional ice hockey to the City of Casper, for which a permanent ice rink facility (the "Hockey Facility") needs to be constructed as part of the Casper Events Center located at #1, Casper Events Center Drive, Casper, Wyoming 82601, which facility would also be then available to other members of the public for ice related activities under the management of the City; and

WHEREAS, Donor is willing to commit and donate to the City the sum of One Million Dollars (\$1,000,000.00) (the "Donation Contribution") toward the construction of the Hockey Facility to be owned by the City, with the City paying and being responsible for any other remaining costs for the development of the facility as hereinafter set forth; and,

WHEREAS, the Parties desires to establish an Escrow Account with First Interstate Bank, 104 South Wolcott, Casper, Wyoming 82601 (Escrow Agent) wherein the Donor agrees to escrow the Donation Contribution, the donation and payment of which shall be made by the Escrow Agent to the City or returned to Donor pursuant to the terms and conditions of this Escrow Agreement. This Agreement shall be incorporated into the Escrow Account Agreement with First Interstate Bank.

NOW, THEREFORE, the Parties hereto agree by and between them as follows:

ARTICLE I: INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated herein as if fully set forth.

ARTICLE II: ESCROW OF DONATION CONTRIBUTION CONTINGENCIES

Donor hereby agrees to escrow with the Escrow Agent the sum of One Million Dollars (\$1,000,000.00, the Donation Contribution) for the construction of the Hockey Facility pursuant to the terms and conditions of this Escrow Agreement. Said sum shall be paid by the Donor into the Escrow Account within ten (10) days of this Escrow

Agreement being executed by all Parties hereto. Said deposit shall be evidenced by a deposit ticket, or copy thereof contemporaneously being delivered to the City, care of John C. Patterson, as the City Manager thereof.

ARTICLE III: ESCROW AGENT INSTRUCTIONS

The Escrow Agent shall pay out the Donation Contribution to the City as follows upon all of the following Escrow Contingencies being fulfilled as provided herein. In the event any one or more of these Escrow Contingencies is not met, then the Escrow Agent shall return the Donation Contribution to the Donor, unless Donor waives in writing the fulfillment of that unmet Escrow Contingency. The Escrow Contingencies are as follows:

A. ESCROW CONTINGENCIES:

1. **DONOR BUDGET APPROVAL:** It has been estimated that the total capital costs for the Hockey Facility will be the sum of Two Million Two Hundred Thousand Dollars (\$2,200,000.00), but it may be higher. The final estimated capital investment total shall be determined by the City and communicated to the Donor, and Donor shall have the opportunity to review and approve, in writing, the estimated budget for the facility prior to the donation being paid to the City by the Escrow Agent. If Donor so approves the estimated budget, then Donor shall indicate the same in writing on or before December 31, 2013, and such written approval shall be deposited in the Escrow Account with a copy contemporaneously being delivered to the City, care of John C. Patterson, as the City Manager thereof.
2. **DONOR ADDITIONAL FUNDING APPROVAL:** The City agrees to solicit funding for the balance of the construction costs over and above the Donor's contribution from citizens, corporate contributions, and/or City Council approval for the expenditure of taxpayer sums toward or for the costs of this facility, and shall show Donor, in writing, that these funds are available on or before December 31, 2013. If such a showing is made to Donor, then Donor agrees to acknowledge, in writing that the Donor is satisfied that City has met its burden of showing the balance of the construction costs are available for the construction of the Hockey Facility. Such written acknowledgement shall be deposited by the Donor, on or before December 31, 2013, in the Escrow Account with a copy contemporaneously being delivered to the City, care of John C. Patterson, as the City Manager thereof.
3. **DONOR ENGINEERING PLAN APPROVAL:** Donor shall have the opportunity to review and approve, in writing, the final engineering plans for the Hockey Facility prior to the donation being paid to the City by the Escrow Agent. If Donor so approves the engineering plans, then Donor shall indicate the same in writing, prior to December 31, 2013, and such written approval shall be deposited in the Escrow Account with a copy contemporaneously being delivered to the City, care of John C. Patterson, as the City Manager thereof.

Donor understands and agrees that the final engineering plans may be subject to change orders due to unforeseen construction issues that may be encountered during the construction phase of the Hockey Facility. So long as such change orders are reasonable and necessary pursuant to commercial and engineering standards, then such change orders shall not affect the Donation Contribution made by the Donor to the City, or otherwise require the re-payment of the Donation Contribution or any part of it to the Donor.

4. **DONOR HOCKEY FRANCHISE AGREEMENT(S) APPROVAL:** The City shall establish a verifiable hockey team ownership being in place for its use of the Hockey Facility by and through an executed Hockey League Franchise Agreement, along with any and all other and necessary contracts executed between the City and a hockey team for the use of the Hockey Facility following its construction. Donor agrees and understands that any and all agreements entered into for a League Franchise Agreement or other necessary contracts may be contingent upon the City's actual receipt of the Donor's contribution for the construction of the Hockey Facility. If the above-described Agreements are acceptable to him, then Donor shall indicate the same in writing, on or before December 31, 2013, and such written approval shall be deposited in the Escrow Account with a copy contemporaneously being delivered to the City, care of John C. Patterson, as the City Manager thereof.

B: ESCROW PAYOUT

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

PROVIDED, HOWEVER, if the Donation Contribution, for any reason, is not received by the City, then the City shall be under no obligation to Donor to construct or otherwise complete this facility.

ARTICLE IV: AGREEMENTS OF THE CITY

The City hereby agrees as follows:

1. **CONSTRUCTION OF HOCKEY FACILITY:** The City, upon receiving the Donation Contribution, will timely construct the Hockey Facility in accordance with

the Engineering Plans as approved by the Donor, subject to reasonable change orders during the construction thereof.

2. **NAMING RIGHTS:** The Donor shall have the exclusive naming rights for the permanent Hockey Facility upon Donation Contribution being paid to the City. The naming of this Hockey Facility by the Donor shall be perpetual, and shall run with the Facility as long as it is operated as a Hockey Facility.
3. **PROGRESS OF CONSTRUCTION UPDATES:** City shall provide Donor with regular updates regarding the progress of the construction of the Hockey Facility.

ARTICLE V: MISCELLANEOUS AGREEMENTS OF THE PARTIES

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

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

The parties specifically agree that all prior agreements between them, oral or written, regarding the subject matter of this Agreement are hereby contained, set forth, and merged in this Agreement.

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

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

The City does not waive any right or rights they have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute § 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.

All escrow costs shall be shared and paid equally by the Donor and the City.

The Parties to this agreement do not intend to create in any other individual entities third-party beneficiary status, and this Agreement shall not be construed 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.

In witness whereof, the Parties hereto have executed this Escrow Agreement as follows:

APPROVED AS TO FORM:



City Attorney

CITY OF CASPER, WYOMING:

By: _____

Kenyne Schlager
Mayor
City Hall
200 North David
Casper, WY 82601
307-235-8224

Date: _____

By:  _____

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

Date: 9/3/2013

ACCEPTANCE OF ESCROW

First Interstate Bank hereby agrees to serve as the Escrow Agent pursuant to the terms and conditions of the above stated Agreement.

FIRST INTERSTATE BANK

By: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ICE HOCKEY
FACILITY DEVELOPMENT ESCROW AGREEMENT

WHEREAS, the City desires to bring professional ice hockey to the City of Casper, for which a permanent ice rink facility (the "Hockey Facility") needs to be constructed as part of the Casper Event Center, which facility would then also be available to other members of the public for ice-related activities under the management of the City; and,

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

WHEREAS, John S. Wold has, pursuant to the terms and conditions of an Ice Hockey Facility Development Escrow Agreement, agreed to escrow the sum of \$1,000,000.00 towards the construction of the Hockey Facility, contingent upon the City meeting the requirements of said agreement; and,

WHEREAS, the Casper City Council finds that the above-described Ice Hockey Facility Development Escrow Agreement should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Ice Hockey Facility Development Escrow Agreement between the City of Casper and John S. Wold, individually and as Trustee of the John S. Wold Revocable Trust, dated May 13, 2002.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 11, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a plat, with an accompanying sub-area plan, to create the McMurry Business Park No. 7 Addition.

Recommendation:

That Council, by Resolution, approve the plat creating the McMurry Business Park No. 7 Addition, the accompanying sub-area plan, and the McMurry Business Park No. 7 Subdivision Agreement.

Summary:

The applicants in this case have applied for plat approval for McMurry Business Park No. 7, comprising 12.66-acres, more or less, generally located north of East 2nd Street, between Coliseum Way and Parkridge Drive. The proposed replat is reconfiguring two (2) existing lots and creating three (3) new lots. The property is currently undeveloped, zoned PUD (Planned Unit Development), and is part of the 455-acre McMurry Business Park PUD. Land uses in the surrounding area are office and commercial.

The McMurry Business Park PUD Guidelines, approved by the City Council in July of 2005, created a streamlined review procedure for projects in the business park. Along with a plat application, applicants are required to submit a sub-area plan, which is essentially a preliminary site plan showing estimated building sizes, locations, orientations, general off-street parking areas, as well as landscaped areas. Once the plat and sub-area plans are approved, detailed site plans for individual projects can then be approved by the McMurry Business Park Design Review Committee and City Planning Department staff as long as they are not significantly different from the sub-area plan that was approved. Although the Commission and Council will not be formally reviewing the detailed site plans for this area, their final recommendations and actions on the sub-area plan directly affect the design of the individual site plans.

Proposed Lot 1 is approximately 5.25-acres in size, Lot 2 is approximately 7.41-acres in size, and Lot 3 is approximately 1.75-acres in size. The sub-area plan for the McMurry Business Park No. 7 shows the following types of development and maximum building footprints on each lot listed below:

- 27,500 square feet of retail (auto dealership) – (Lot 1)
- 30,000 square feet of office – (Lot 2)
- 10,800 square feet of restaurant – (Lot 3)

The McMurry Business Park PUD Guidelines approved by Council in 2005 established five (5) different planning areas within the 455-acre business park. Those planning areas are:

1. C – (Commercial-Retail/Office/Medical/Lodging);
2. RD – (Research and Development/Flex-Commercial/Light Industrial);
3. CMF – (Commercial/Multi-Family);
4. SF – (Detached Residential); and,
5. OS – (Open Space).

The proposed McMurry Business Park No. 7 is located in “Planning Area C.” Permitted uses in Planning Area C include:

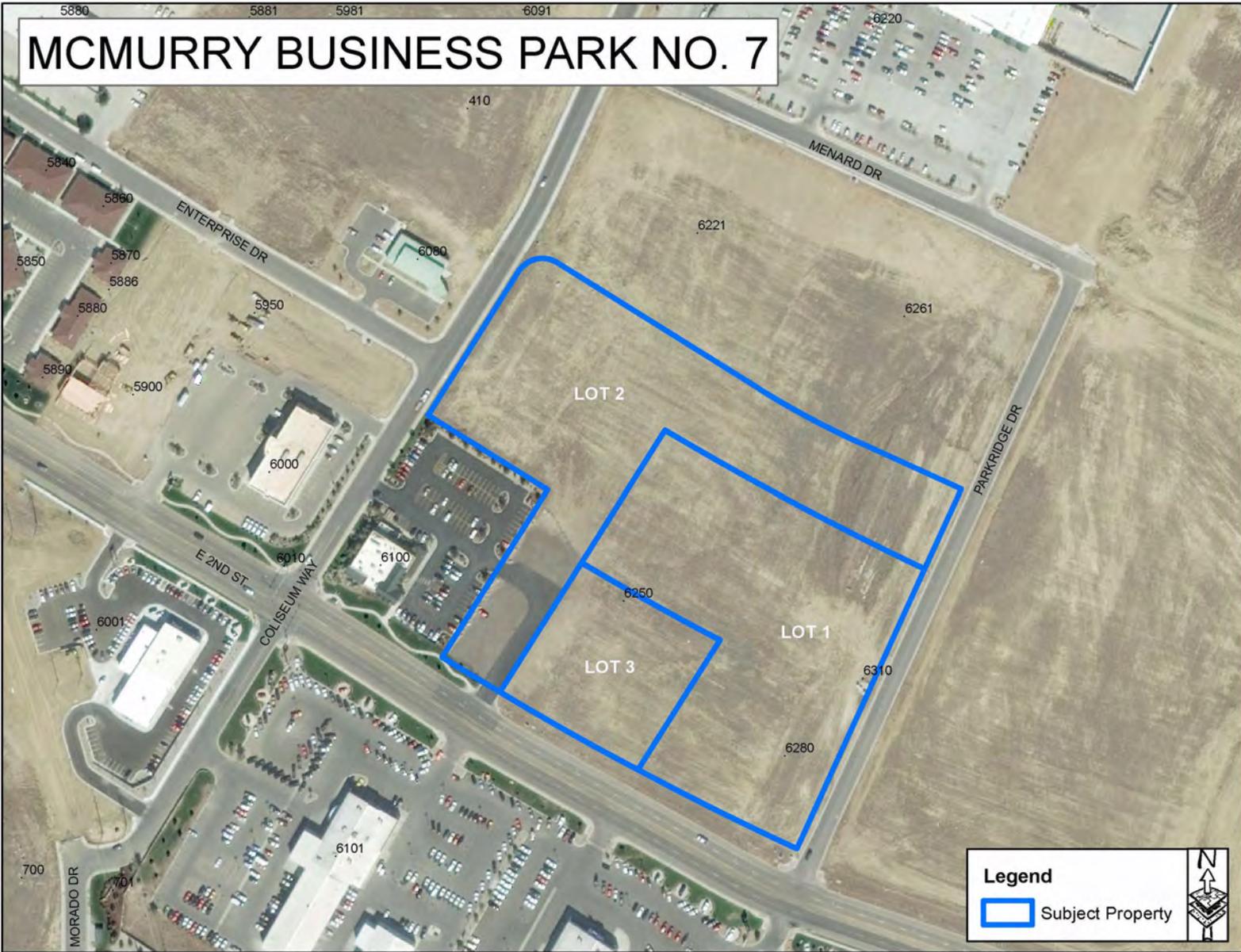
1. **General offices;**
2. Theaters;
3. Hospital;
4. Medical and dental offices, clinics and laboratories;
5. Convenience stores;
6. Nursing homes;
7. Assisted living facilities;
8. Churches and Synagogues;
9. Schools;
10. Police and Fire Stations;
11. Financial institutions, including drive-through banks;
12. Indoor recreational facilities (including private health and wellness centers, athletic clubs, indoor pools and training facilities, climbing walls, and dance studios);
13. Stores for wholesale or retail sales;
14. Hotels and motels;
15. **Restaurants (including sit-down, take-out and drive-through facilities);**
16. Bars;
17. Day care facilities;
18. Research and development laboratories;
19. Light manufacturing;
20. **Auto sales;**
21. RV and motorcycle sales;
22. Temporary construction or sales trailers and offices;
23. Other uses similar in character to those specifically listed above.

The commercial and office uses shown on the sub-area plan fit within the listed permitted uses of Planning Area C. Staff is recommending in favor of the proposed plat, and the associated sub-area plan because all minimum standards of the Casper Municipal Code and the approved McMurry Business Park PUD Guidelines have been met. A minimum of fifteen (15) percent

open space must be retained in a commercial planned unit development, and the sub-area plan shows a total of fifteen (15) percent of the area of the McMurry Business Park No. 7, will be set aside as landscaping and open-space. A traffic study was completed for the entire McMurry Business Park PUD when it was initially proposed in 2005. As detailed site plans for individual projects are submitted for approval, a determination will be made as to whether or not an updated traffic study is warranted. Similarly, an overall drainage study for the McMurry Business Park PUD was previously approved; however, the assumptions of the original drainage study will be validated at the time site plans for individual projects are submitted, and if a new or updated drainage study is warranted, it will be addressed at that time.

At the Planning and Zoning Commission public hearing, held on August 27, 2013, and there were no public comments regarding this case. A resolution and a subdivision agreement have been prepared for Council's review.

MCMURRY BUSINESS PARK NO. 7



**MCMURRY BUSINESS PARK NO. 7
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 11 day of September, 2013 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. V.A. Resources, LLC, P.O. Box ⁵⁰⁷⁹⁰~~50792~~ , Casper, WY 82605 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lots 2-3, McMurry Business Park No. 3 as McMurry Business Park No. 7, located generally North of East 2nd Street between Coliseum Way and Parkridge Drive, comprising 12.66-acres, more or less, and creating 3 lots.
- C. A plat and accompanying sub-area plan of McMurry Business Park No. 7 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.**
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths inches in diameter and not less than twenty-four inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.**
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.**
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.**

2.2 Construction Sequence:

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

2.3 Certification of Construction: Repair Obligations:

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

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. Pursuant to the approved McMurry Business Park PUD Guidelines, prior to the development of any of the lots, a detailed site plan shall be submitted to the Community Development Department for review and approval.

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.

V.A. Resources, LLC
P.O. Box 50792 50790 DM
Casper, WY 82601

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

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Kenyne Schlager
Mayor

WITNESS:

By: Loirre Hogan

Printed Name: Loirre Hogan

Title: Business Advisor

OWNER
V.A. Resources, LLC

By: Doris McMurry

Printed Name: Doris McMurry

Title: Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 11 day of September, 2013 by Deris McMurry as the MANAGING MEMBER of V.A. Resources, LLC.



Lorrie Hogan
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 3/22/2016

RESOLUTION NO. _____

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

WHEREAS, an application has been made to replat Lots 2-3, McMurry Business Park No. 3 as McMurry Business Park No. 7, located generally North of East 2nd Street between Coliseum Way and Parkridge Drive, comprising 12.66-acres, more or less, and creating 3 lots; and,

WHEREAS, the proposed McMurry Business Park No. 7 is located within the boundaries of the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, the proposed McMurry Business Park No. 7 is located in Planning Area "C" of the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, the application for a replat has been submitted with an accompanying sub-area plan, as is required; and,

WHEREAS, the McMurry Business Park No. 7 sub-area plan proposed the development of 27,500 square feet of retail, 30,000 square feet of offices, and 10,800 square feet of restaurant; and,

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

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on August 27, 2013, a motion recommending that the City Council approve said replat and the associated sub-area plan; and,

WHEREAS, the governing body of the City of Casper finds that the above described replat and associated sub-area plan 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 and the associated sub-area plan, 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 V.A. Resources, LLC.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

September 11, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
David Hough, Special Projects Coordinator

SUBJECT: Contract for Community Branding

RECOMMENDATION:

That Council, by Resolution, enter into a contract in the amount of \$80,000 with Adbay.com, Inc. for the development of a Casper area community brand.

SUMMARY:

In response to an initiative involving the development of a downtown Casper brand that was brought forth by the Downtown Development Authority, Council authorized the establishment of an ad-hoc committee with representatives from the Casper Area Convention & Visitors Bureau (CVB), Chamber of Commerce, Downtown Development Authority (DDA), Natrona County, and City to create an overall brand for the community that can be used by these entities as well as other groups and businesses. The committee established a project focus of: 1) conduct the required level of research about the community then develop a brand identity for Casper; and, 2) create/design the actual brand/logo that the involved entities can then apply in promotional and informative material. Each individual entity will cover the cost of their own implementation initiatives, whether it is in the form of printed material, wayfinding signs, banners, or gateways.

The committee developed a request for proposals that was sent to 13 local, state and national firms who had a recognized level of expertise in the field of community branding on July 26, 2013. A total of 6 proposals were submitted and reviewed by the committee. At the conclusion of the review process the committee formulated a recommendation that the City contract with the team of Adbay.com, Inc. and Believable Brands to complete the community brand project by February 28, 2014. The amount of the contract is \$80,000. The CVB has paid \$40,000 to the City to help with the research and brand development portion of the project. The \$40,000 contribution from the City of Casper will come from the monies budgeted for Council Goals.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into by and between the City of Casper, a Municipal Corporation, 200 North David, Casper, Wyoming, hereinafter referred to as the "Owner," and Adbay.com, Inc., 234 South David Street, Casper, Wyoming, 82601, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the Owner is seeking a consultant to conduct a community branding exercise involving both brand research; and,

WHEREAS, the project requires professional services for the establishment of an effective community brand that can be utilized by Casper area groups and businesses; and,

WHEREAS, the Consultant represents that it is ready, willing, and able to provide the professional services to Owner as required by this Contract; and,

WHEREAS, the Owner desires to retain the Consultant to provide 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 Scope of Services generally involves conducting the research needed to identify the brand for the community that can be embraced by local residents and businesses as well as intriguing to visitors and potential visitors. The detailed Scope of Services is attached hereto as Exhibit "A".

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed prior to February 28, 2014. The Contract may be amended only by written instrument signed by both the Owner and the Consultant.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this

Agreement, not to exceed a lump sum fee of Eighty Thousand Dollars (\$80,000.00) without prior written approval of both parties.

4. METHOD OF PAYMENT:

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF AGREEMENT:

The Contract represents the entire and integrated Contract between the Owner and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Owner and the Consultant.

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Contract as of the date below.

DATED THIS _____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Kenyne Schlager
Mayor

WITNESS:

CONSULTANT:

Adbay.com, Inc.
234 South David Street
Casper, WY 82601

By: Doc Hardy

By: [Signature]

Title: Administrative Assistant Title: owner

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Owner or Consultant may terminate this Contract anytime by providing thirty (30) days written notice to Owner or 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 Owner through damages sustained by the Owner, by virtue of termination of the Contract by Consultant or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant are determined.

2. CHANGES:

The Owner 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 Owner 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 Owner.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Owner 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 Owner.

4. AUDIT:

The Owner 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 Project 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 PROJECT 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 owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; 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 Owner.

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 Owner.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the Federal, State, or local governments and shall not trespass on any public or private property in performing any of the work embraced by the 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. SUB-CONSULTANT:

The Consultant shall not employ any Sub-consultant to perform any services in the scope of this project, unless said Sub-consultant is approved in writing by the Owner. Said Sub-consultant shall be paid by the Consultant.

11. INSURANCE:

Prior to commencement of work, Consultant shall procure and at all time thereafter maintain, with insurer acceptable to the owner, the following minimum insurance protecting the Consultant and Owner against liability from damages because of injuries, including death suffered by persons, including employees of the Owner, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of the contract.

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
Premises/Operations	
Products/Completed Operations	
Contractual Liability	

Consultant shall provide Owner with certificates evidencing such insurance as outlined above prior to beginning any work under this agreement. Such certificates shall provide the thirty (30) days advance written notice to Owner of cancellation, material change, reduction of coverage, or non-renewal, and shall list the City of Casper as an additional insured.

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

Consultant agrees to forever indemnify the City and hold it 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 negligence of the Consultant.

12. YEAR 2000 IMMUNITY:

The provisions of W.S. 1-39-121(a) regarding immunity in Civil Actions for the year 2000 date change shall be and are hereby incorporated herein.

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 hereto that Consultant shall perform all of the services to be provided hereunder for the compensation set forth hereinabove. Consultant also agrees that it is the specific intent of the parties hereto, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has made a careful examination of the services to be rendered hereunder, and that the Contract price set forth hereinabove is adequate compensation for all the services to be rendered under the terms of this Contract.

14. 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, and 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.

EXHIBIT “A”
DETAILED SCOPE OF SERVICES

PHASE ONE: MARKETING

Phase Goal: Create public awareness of the branding development process via paid media.

Orchestrated by: Adbay

Assisting: Brand Board & *Believable Brands*

Deliverable: Engaged, Informed public

Phase Duration: Six weeks, starting September 17, 2013

The first step in our branding process will focus on communication. The communication phase will be the general public’s first encounter with the branding effort, and it will be designed to answer the questions of “Who, What, When, Where and Why” via an Adbay-produced video, website (MakingCasper.com), Facebook page and radio campaign. These materials will explain the need for a comprehensive community brand and inform citizens of the ways that they can contribute to the process. While the paid media campaign will run for just a few weeks, the communications collateral developed for this phase will be used throughout the campaign. We envision using our campaign video to set the tone for public workshops, while our Facebook wall will be a great place to generate public feedback on Brand Board-approved slogans and art elements.

PHASE TWO: RESEARCH

Phase Goal: Generate brand-specific data, consensus and insights.

Orchestrated by: *Believable Brands*

Assisting: Adbay, Brand Board, The Citizens

Deliverable(s): Brand Leadership Summit, Brand Audit, Brand Value Benchmark, Brand Promise

Phase Duration: Eight weeks, starting October 1, 2013

Step 1: Brand Leadership Summit

Initiation of a Brand Leadership Summit(s) at the outset of the process will enable all stakeholders to clearly understand what a successful destination and community brand is and what the process entails. All Brand Board members, Casper Area Convention and Visitors Bureau (CACVB) Board members, Downtown Development Authority (DDA) Board members, Casper Area Economic Development Alliance (CAEDA) Board members, Chamber Board members, City Council members, other key City officials and major industry proponents will be invited to attend this interactive presentation lasting approximately two to three hours. Continued

stakeholder discussions will also be conducted at the same time among the participants to determine their perceptions, image and attitude assessment of the Casper area destination. Brand Summit may be broadcast live on public access channel and/or documented and posted on MakingCasper.com.

Step 2: Brand Audit

A brand assessment provides a clear and concise understanding of what citizens and visitors see as our community's essential functional and emotional benefits as compared to stakeholders perceptions. Specific tasks include:

- Individual meetings among *Believable Brands*, Brand Board, CACVB Board/Staff, key City officials and other relevant stakeholders to establish specific brand program objectives and confirmation of timelines.
- Evaluation of the existing CACVB, City, Chamber, DDA, CAEDA and State of Wyoming promotional materials, both printed and online.
- Review of any community brand-related research, including recent visitor surveys, destination assessments and strategic planning documentation.
- Execution of community positioning and brand-related primary research under *Believable Brands* research analyst facilitation. A customized research program will be designed with the consultation of the Brand Board members and select brand representatives to determine:
 - What are the motivating factors that encourage existing visitors to come to the area?
 - What are the motivating factors that encourage existing residents to live in the area?
 - What does the public (visitors and residents) perceive the community product/visitor experience to be?
 - What does the public (visitors and residents) see the community as offering in both functional and emotional benefits?
 - What do key local/regional stakeholders see as the motivating factors for visitation?
 - What are the key words that would be used by the public and stakeholders to describe Casper?
- Additional research will also be performed including:
 - Identification and/or update of destination and community values, product/visitor experience and marketing strengths and weaknesses (SWOT analysis and conclusions) and top community challenges.

- Stakeholder interviews, as needed, among elected and appointed public officials, tourism, hospitality and retail owners and managers and arts and cultural institutional leaders.
- Identification and review of the Casper area's competing locations/destinations by key market segments.
- cursory review and analysis of recent Casper media coverage.
- Examination of current and proposed new community and regional infrastructure and facilities.
- Development and/or evaluation of relevant community/district positioning statements with unique selling propositions identified.

The specific approach of determining this information will be finalized based on discussions and agreement with the Brand Board. These will include techniques such as personal interviews (up to 12 individuals), online surveys assessment (leisure and business visitors, meeting planners and sports event right holders, local business owners/operators, residents and also potential visitor responses), professionally facilitated community workshops and existing research analysis.

Step 3: Brand Value Benchmark

A brand value analysis is the thorough benchmarking of all the brand research conducted and the identification of the key destination and community values and descriptive qualities. Specific tasks include:

- Review brand audit research, information analyses and determination of attribute and unique appeal matrix (words and associations that frequently occur that describe the Casper area visitor and related stakeholder and/or resident experience).
- Identify distinctive traits and emotional qualities for the Casper area.

Step 4: Brand Promise

A brand promise is the guiding star for all future marketing development because it defines the essential and distinctive qualities that make Casper unique. It becomes the focal point for all future creative and marketing decisions and is perhaps the most critical element of the brand positioning and development process. Specific agency tasks include:

- Given the above brand value benchmarking, *draft* and *test* the brand promise statement for the community/destination.
- Determination and/or review of allied brand promises (by key audiences) and subsequent evaluation for organization presence.

It is vitally important to note that the overall brand promise does not belong to the CACVB, City Government or any other specific agency. It is a community-wide brand promise that will require widespread citizen

acceptance and approval. The brand promise should be adopted not only by the CACVB and City Government but by other influential local organizations so that the entire community has a unified and consistent promotional and selling platform.

PHASE THREE: STRATEGY DEVELOPMENT

Phase Goal: Generate brand-specific recommendations and strategies.

Orchestrated by: *Believable Brands*

Assisting: Adbay

Deliverable(s): Brand Immersion Recommendations, Brand Blueprint Presentation, Communications Evaluation

Phase Duration: Four Weeks, starting December 1, 2013

Step 1: Brand Immersion

Brand acceptance is attained when the brand promise comes to life through actions taken by the Stakeholders and Brand Board. In this step, *Believable Brands* will identify specific things that the CACVB, City, CAEDA and other stakeholders can do to communicate and support the brand promise. Specific agency tasks include:

- Present new brand promise and agree upon the definitive Casper experience with the Brand Board.
- Review Casper area visitor and informational materials (print, electronic, wayfinding) to measure consistency with the newly defined brand promise.
- Suggest acceptable themes, stories and marketing messages for communication purposes and brand identity creative development.
- Review proposed marketing shifts with Brand Board to align with the community brand promise.

Step 2: Brand Strategy and Action Plan

Brand documentation is the required information analyses, conclusions and recommendations of all the brand development work undertaken by *Believable Brands* to create the Brand Blueprint. Specific tasks in creating and sharing the Brand Blueprint include:

- Draft proposed programming and action steps required for Casper to actualize and live the community brand promise. These may include up to 10 recommendations depending upon the agreed upon brand promise. Also, depending upon the findings of the assessment, proposed community brand action items may include long-term development and marketing planning, sales and frontline service training or infrastructure issues such as a wayfinding signage system.
- Prepare a customized Casper community brand research summary.

- Work in close partnership with the Brand Board and Adbay to ensure alignment between brand promise and creative executions.
- Provide feedback and guidance on creative decisions regarding revision or creation of logo, theme and slogan along with key marketing messages.

PHASE FOUR: NARRATIVE DEVELOPMENT

Phase Goal(s): Generate brand-centric taglines for Brand Board approval.

Conducted by: Adbay

Assisting: The Citizens, Brand Board

Deliverable(s): Two solid slogans or taglines which reflect research, strategy and recommendations contained in the Brand Blueprint

Phase Duration: Four Weeks, starting January 1, 2014

Once *Believable Brands* has completed the research and strategy phases of the project, Team Adbay will begin work on brand-centric messaging. These messages will be expressed via slogans and taglines. Key Stakeholders may be invited to sit in on the brainstorming sessions at the beginning of this phase, and a special “creative retreat” will be offered for select members of the public. Once several preliminary slogans are created by Team Adbay and approved by the Brand Board, Adbay will invite public feedback via the MakingCasper website, the MakingCasper Facebook wall and even through Adbay-facilitated workshops or focus groups.

These forums will allow the public to weigh in on the final options while giving Adbay an opportunity to gauge public acceptance of each. At the end of this phase, Adbay will present their top five slogans to the Brand Board, which the board will narrow to one. *Believable Brands* will play an advisory role in Phase Four, assisting the Brand Board in the selection of narrative elements which best reflect the Brand Blueprint.

PHASE FIVE: ART DEVELOPMENT

Phase Goal: Generate brand-centric logo options for Brand Board approval.

Conducted by: Adbay

Assisting: The Citizens, Brand Board

Deliverable(s): Two solid logos which reflect research, strategy and recommendations contained in the Brand Blueprint

Phase Duration: Four Weeks, starting February 1, 2014

Similar to the Narrative Development Phase, the Art Development Phase will begin with a series of creative meetings, workshops and focus groups. Each will be designed to generate brand-centric art ideas, expressed via sketch quality logos and designs. After several preliminary logos are created by Team Adbay and approved by the Brand Board, Adbay will invite

public feedback via the MakingCasper website, the MakingCasper Facebook wall and focus groups.

These forums will allow the public to weigh in on the final options while giving Adbay an opportunity to test public acceptance of each. At the end of this phase, Adbay will present their top five logos to the Brand Board, which the board will narrow to one. *Believable Brands* will continue to play an advisory role in Phase Five.

FINAL BRAND REVEAL

Once all five phases of the brand process have wrapped, the Brand Board, *Believable Brands* and Adbay will host a press conference to unveil the final slogan and logo. This press conference will focus on the concrete steps taken by various Stakeholder agencies to “live the brand” in their strategies, communications and marketing materials.

RESOLUTION NO. _____

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

WHEREAS, the City of Casper (Owner) is seeking a Consultant to conduct a community branding exercise involving both brand research and design; and,

WHEREAS, the project requires professional services for the establishment of an effective community brand that can be utilized by the City of Casper and Casper area organizations, groups and businesses; and,

WHEREAS, the Owner appointed a committee that included representatives from the City of Casper, Natrona County, the Casper Area Chamber of Commerce, The Casper Area Convention and Visitors Bureau, and Downtown Development Authority to conduct a search for a consultant who could create an effective Casper area community brand; and,

WHEREAS, the projected cost of the brand development and design effort is Eighty Thousand Dollars (\$80,000.00), and the Casper Area Convention and Visitors Bureau has paid to the Owner the amount of Forty Thousand Dollars (\$40,000.00) to help cover a portion of the cost of the project, with the Owner covering the remaining cost from the Council Goals fund; and,

WHEREAS, the committee considered a number of proposals and recommended that the Owner contract with Adbay.com, Inc. as the preferred Consultant; and,

WHEREAS, the Consultant represents that it is ready, willing, and able to provide the professional services to the Owner as required by this Contract; and,

WHEREAS, the Owner desires to retain the Consultant to provide such 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 a contract with Adbay.com, Inc. in the amount of Eighty Thousand Dollars (\$80,000.00) for the development of a Casper area community brand.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

September 11, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Lease Agreement Extension with Houck Enterprises on former Adbay building

Recommendation:

That Council, by resolution, authorize a month-to-month lease extension, and increase to monthly rent amount, on the Lease Agreement with Houck Enterprises, LLC.

Summary:

In February 2013, Council authorized a Lease Agreement with Houck Enterprises, LLC, for use of their former property located at 234 South David Street in downtown Casper.

When the City purchased the property in a separate Real Estate Purchase Agreement from Houck Enterprises, LLC, the Seller asked for a lease agreement on the building while their new location in the Old Yellowstone District was being remodeled. The original term of the lease ran through June 30, 2013. In June 2013, Houck Enterprises asked for a lease extension through 9/30/2013 due to delays with determining the necessary code upgrades to the historic building. The monthly rent has been \$1,546.88.

A change in the contractor for the remodel of the former Coca Cola bottling building has caused a delay in the project. Houck Enterprises would like to amend the lease agreement to be month-to-month, along with an increase in the monthly rent to \$2,000, until the building remodel is substantially completed in spring 2014. The business is hopeful that the Council will grant the extension at the current site so they don't need to find a temporary location for the office and staff operations.

A resolution has been prepared for Council's consideration.

SECOND LEASE AGREEMENT EXTENSION

This Second Lease Agreement Second Extension (the "Second Extension") is entered into this ____ day of September, 2013, by and between the City of Casper, Wyoming, a municipal corporation, referred to as "Lessor," whose principal offices are located at 200 North David, Casper, WY 82601; and Houck Enterprises, LLC, a Wyoming Limited Liability Company, whose address is P.O. Box 685, Casper, WY 82602, hereinafter referred to as the "Lessee." The Lessor and Lessee collectively referred to as the "parties."

RECITALS

WHEREAS, the parties entered into a Lease Agreement, dated February 19, 2013 (the "Lease"), whereby the Lessor leased to the Lessee the following described real property:

Lot 40, Block 1, in the City of Casper, Natrona County, Wyoming,
as per plat recorded February 7, 1899, in Book E of Deeds, page 151; and

WHEREAS, the initial Lease between the parties was to terminate at midnight, on June 30, 2013; and,

WHEREAS, the parties entered into a Lease Agreement Extension on June 18, 2013, wherein the Lease was extended from June 30, 2013 to midnight on September 30, 2013; and,

WHEREAS, the parties desire to extend the Lease termination date from September 30, 2013 to a month to month lease thereafter, with a change in the monthly rent, all as provided herein.

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

ARTICLE I: INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of the terms and conditions of this Second Extension.

ARTICLE II: SECOND EXTENSION OF LEASE TERM

The parties hereto agree to extend the Lease termination date from midnight on September 30, 2013 to a month to month lease thereafter. Either party may terminate this lease for any or no reason upon thirty (30) days written notice to the other party during the month to month rental term.

ARTICLE III: TERMINATION

The first paragraph of Section 6 of the Lease is hereby modified to provide that either party may terminate this lease for any or no reason upon thirty (30) days written notice to the other party during the month to month rental term. The second paragraph of Section 6 relating to “default” is not amended hereby.

ARTICLE III: RENT MODIFICATION

Commencing on October 1, 2013, the monthly rent for the Leased Premises pursuant to Section 3 of the Lease shall be increased from the current rent of One Thousand Five Hundred Forty-six Dollars and Eighty-eight Cents (\$1,546.88) to the sum of Two Thousand Dollars (\$2,000.00) per month. The first installment of the rent due for the month to month rental shall be due and payable to the Lessor on or before October 1, 2013, and on or before the first day of each month thereafter. All such rent payments shall be made payable to the City of Casper, Wyoming, and remitted to the Office of the City Clerk, City Hall, 200 North David, Casper, Wyoming 82601 with a reference to the Lease, as amended by this Second Extension.

ARTICLE IV: RATIFICATION OF LEASE

The parties hereby ratify the terms and conditions of the Lease as amended hereby, said terms and conditions to remain in full force and effect between the parties.

ARTICLE IV: MISCELLANEOUS AGREEMENTS

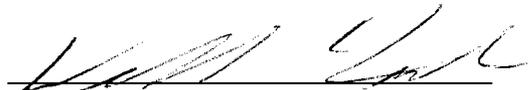
This Agreement shall constitute the entire understanding and agreement of the parties as to the Second Extension of the Lease, and no amendment or modification of the terms of this Second Extension shall be valid or enforceable unless made in writing and executed by all parties hereto.

The parties specifically agree that all prior agreements between them, oral or written, regarding Second Extension of the Lease are hereby contained, set forth, and merged in this agreement.

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

This Second Extension is executed by the parties hereto on the date and the year first above written.

APPROVED AS TO FORM:



William C. Luben
City Attorney

CITY OF CASPER, WYOMING
A Municipal Corporation, Lessor:

BY: _____
Kenyne Schlager, Mayor

ATTEST:

City Clerk

HOUCK ENTERPRISES, LLC,
A Wyoming Limited Liability Company, Lessee:



Shawn Houck, Managing Member

STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

This instrument was acknowledged before me on the ____ day of September, 2013, by Kenyne Schlager, as Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

Notary Public

My Commission Expires: _____

RESOLUTION NO. _____

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

WHEREAS, the Casper City Council, by Resolution No. 13-25, adopted February 19, 2013, entered into a Lease Agreement with Houck Enterprises, LLC to lease back their former building so that the Adbay business could continue to operate at their current location until the remodel of their new building was complete; and,

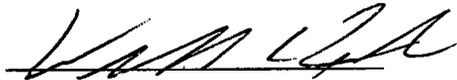
WHEREAS, it is necessary to extend the term of the lease to a month-to-month agreement in order to complete the new building remodel; and

WHEREAS, the monthly rent will increase from One Thousand Five Hundred Forty-Six Dollars and Eighty-Eight Cents (\$1,546.88) to Two Thousand Dollars (\$2,000.00) per month during the lease term extension.

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 second Lease Agreement Extension with Houck Enterprises, LLC, on the property located at 234 South David Street.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation:

Kenyne Schlager
Mayor

September 3, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director *RA*
Andrew Beamer, P.E., City Engineer
Andrew Colling, Engineering Technician

SUBJECT: Agreement with Paramount Construction, Inc.
Parking Structure Wall Coating Project 13-52

Recommendation:

That Council, by resolution, authorize an agreement with Paramount Constuction, Inc., for the Parking Structure Wall Coating, Project No. 13-52, in the amount of \$89,526, and a contingency amount of \$5,000, for a total contract amount of \$94,526.

Summary:

On September 3, 2013, the City of Casper received one (1) bid for the Parking Structure Wall Coating Project. The bid received was as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Paramount Construction, Inc.	Casper, Wyoming	\$89,526

The Engineer's estimate prepared by the City Engineering Office was \$75,000, with the low bid received at \$89,526. Adding a construction contingency amount of \$5,000 will bring the total contract amount to \$94,526.

The project consists of surface preparation and application of an anti-graffiti coating to the interior walls of the parking structure. The completion date for the project is October 31, 2013.

Funding for the project will be from a Wyoming Business Council Grant and excess 1%#13 Funds.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Paramount Construction, Inc., 2557 Rainbow Drive, Casper, Wyoming, 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to paint the interior walls of the downtown parking structure and,

WHEREAS, Paramount Construction, Inc., is able and willing to provide those services specified as the Parking Structure Wall Coating Project 13-52.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Parking Structure Wall Coating Project 13-52.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by October 31, 2013, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 8, 2013.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollars (\$200) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the

remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Eighty-Nine Thousand Five Hundred Twenty-Six Dollars (\$89,526.00). See Exhibit "A" - Bid Form.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 General Requirements, consisting of six (6) sections.
- 8.13 Technical Specifications, consisting of one (1) Division (Division 09970).
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2013.

APPROVED AS TO FORM:
(Parking Structure Wall Coating Project 13-52)

Walker Treadwell

CONTRACTOR:

Paramount Construction, Inc.
2557 Rainbow Drive
Casper, Wyoming 82604

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V.H. McDonald

Kenyne Schlager

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: **City of Casper
Parking Structure Wall Coating
Project 13-52**

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by October 31, 2013, and completed and ready for final payment not later than November 8, 2013, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):
Addendum No. 1 Dated 8/21/2013
Addendum No. _____ Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

BF-1

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ 89,526.00

TOTAL BASE BID, IN WORDS: Eighty nine thousand five hundred twenty six and xx/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Paramount Construction, Inc.
2557 Rainbow Dr.
Casper, WY 82604

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

Submitted on September 03, 2013, ~~2012~~.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Paramount Construction, Inc.
(Corporation's or Limited Liability Company's Name)

Wyoming

(State of Incorporation or Organization)

By: *[Signature]*

President

(Title)



Shannon Anki

Business Address: Paramount Construction, Inc.
2557 Rainbow Dr.
Casper, WY 82604

Phone Number: (307)333-5928

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE

**Parking Structure Wall Coating
PROJECT NO. 13-52
August 22, 2013**

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

LS = Lump Sum

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	COST
1	Surface preparation and painting of the interior walls of downtown parking structure.	LS	1	\$ 89,526.00

• **TOTAL BID IN WORDS:**

Eighty nine thousand five hundred twenty six and xx/100

This bid submitted by: Paramount Construction, Inc.
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.

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

WHEREAS, the City of Casper desires to contract for coating the walls of the downtown parking structure with anti-graffiti coating for the Parking Structure Wall Coating Project; and,

WHEREAS, Paramount Construction, Inc., is ready, willing and able to provide those services specified as the Parking Structure Wall Coating Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000), and other project administration related change orders that do not substantially alter the scope of the project.

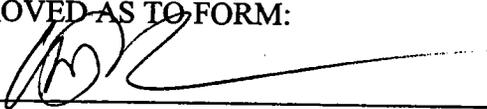
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Paramount Construction, Inc., Casper, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Eighty-Nine Thousand Five Hundred Twenty-Six Dollars (\$89,526), and Five Thousand Dollars (\$5,000) for a contingency account, for a total price of Ninety-Four Thousand Five Hundred Twenty-Six Dollars (\$94,526).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

September 3, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director ^{CA}
Andrew Beamer, P.E., City Engineer ^{AD}
Andrew Colling, Engineering Technician

SUBJECT: Agreement with Hein Bond
Parking Structure Restrooms Project 13-54

Recommendation:

That Council, by resolution, authorize a contract for professional services with Hein Bond for design and construction administration services related to for the Parking Structure Restrooms, Project No. 13-54, in the amount of \$32,000.

Summary:

Council awarded excess 1%#13 funds for improvements to the Downtown Parking Structure. The allocation will be utilized along with a Wyoming Business Council Grant for improvements including restroom construction and exterior lighting improvements. These improvements are required to be bid out in accordance with Wyoming State Statutes.

Under the terms of this agreement, Hein Bond will provide the architectural and engineering services for the restroom project. The services include design, contract documents, bidding services, and construction administration. Design services are to be completed by November 30, 2013.

Funding for the project will be from a Wyoming Business Council Grant and excess 1%#13 Funds.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Hein Bond, 235 South David St. Suite D, Casper, Wyoming 82601 ("Consultant").

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

RECITALS

- A. The City is undertaking modifications of the Downtown Parking Structure.
- B. The project requires professional architectural services.
- C. The Consultant 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 Consultant 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 Consultant shall perform the services as detailed in their proposal dated August 26, 2013 and attached as Exhibit 'A'.

2. TIME OF PERFORMANCE:

The design services of the Consultant shall be undertaken and completed on or before the 30th day of November, 2013.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the attached Exhibit 'A', not to exceed a lump sum of Thirty-Two Thousand and 00/100 Dollars (\$32,000.00).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant 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 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.

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:

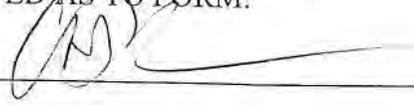
This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized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

The City and the Consultant 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 parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this _____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CONSULTANT:
Hein Bond
235 S. David St. Suite D
Casper, Wyoming 82601

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald

Kenye Schlager

Title: City Clerk

Title: Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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 City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant 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 Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

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 City: provided, however, that claims for money due or to become due the Consultant 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 Consultant 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 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 required 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. OWNER OF PROJECT MATERIALS:

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 City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, 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 City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant 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 Consultant 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 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. All of the services required 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 local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant 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 Consultant's negligent operations in connection with the performance of this Contract.

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

11.2 Consultant 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, Consultant 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 Consultant's obligations hereunder.

11.4 Consultant 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 Consultant.

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 Consultant 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 Consultant 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:

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 for the compensation set forth in this Contract. 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 City by Resolution of its governing body. Consultant 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.



August 26, 2013

Mr. Andrew Beamer, Engineer
City of Casper
200 North David Street
Casper, Wyoming 82601

Dear Andrew,

Hein|Bond is pleased to submit our proposal for architectural and engineering services for your new Parking Structure Restroom Project based on the sketch provided in your request for proposal. Some of our more recent experience with exterior restrooms includes the Crazy Woman Square that just opened with Longmire Days in Buffalo Wyoming. We are excited at the opportunity to work with you.

Hein|Bond is a Casper based architectural firm that is dedicated to providing architectural excellence to the communities of Wyoming. Hein|Bond is comprised of local professionals with a diverse palette of experience, all who share a passion for the unique places in Wyoming and the lifestyle we share. As architects it is the people and communities of Wyoming that inspire our work, regardless of project type; as a practice we believe that forming partnerships with our clients and project team members brings lasting benefit to our work.

The following outlines the intended scope for a construction documents for your new restroom project.

SCOPE OF WORK

Phase I-Schematic Design-Construction Documents

1. Meet with the Owner's Representative and determine the final project requirements.
2. Finalize the floor plans based on the goals.
3. Meet with the Owner's Representative and Engineers to discuss Mechanical, Electrical and Plumbing needs.
4. Finalize the approved floor plans with the Owner's Representative.

5. Review plans at 50 percent completion and receive approval from the Owner's Representative.
6. Produce final schematic design presentation drawings.

Phase II-Construction Document Phase

7. Develop Construction Documents (Plans and Specs) based on the approved design and Owner's supplied civil, architectural, structural, mechanical, plumbing and electrical plans and other pertinent information.
8. Review plans at 95 percent completion and receive approval from the Owner's representative.

Phase III-Construction Phase

8. Assist the Owner with the Bidding Process.
8. Construction Administration services: shop drawing review and site visits (3 per discipline).

COST OF SERVICES

The cost of services, based on the scope of work as outlined in this proposal as follows:

The fee for our scope of work will be a not-to-exceed \$32,000.00. Any required services that are not included in the fee would be billed to the Owner as an additional fee.

Phase I-Schematic Design:	\$ 10,000
Phase II-Construction Documents	\$ 20,000
Phase III-Construction Administration:	\$ 2,000

The project is to be billed per phase as shown above. Our consultant's fees including civil, structural, mechanical, plumbing, and electrical engineering total \$ 16,000 of the \$32,000 total fee.

REIMBURSABLE EXPENSES

Reimbursable Expenses shall be itemized and billed at cost. These include:

1. Reproduction Services (printing) at cost X 1.1

ADDITIONAL SERVICES

Services , which are authorized by the Owner in advance and in writing, and are outside the scope of work as detailed in this agreement, shall be billed as an additional service on a time and materials basis in keeping with the rate schedule under the costs of services.

Architect	\$85.00 per hour
Designer	\$75.00 per hour
Technicians	\$65.00 per hour
Secretarial	\$45.00 per hour
Engineers	\$105.00 per hour

TIME SCHEDULE

Phase I should take about 1 to 2 weeks to complete.

Phase II should take about 4 to 8 weeks to complete.

Phase III site visits will be made at the appropriate times during the construction of the projects (3 trips each for architect and engineers). If more trips are required, they will be billed as an added expense.

If you find this proposal agreeable, please let me know and I will prepare an AIA contract for the project. If you have any questions, or would like additional information, please feel free to contact us.

We appreciate the opportunity to work with you on your project, and we look forward to hearing from you.

Sincerely,

Randall W. Hein



RESOLUTION NO. _____

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

WHEREAS, the City of Casper desires to secure a consulting architectural firm to provide architectural services for the development of the Downtown Parking Structure Restrooms; and,

WHEREAS, Hein Bond, is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Hein Bond, for the architectural services more specifically delineated in the contract for professional services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the contract, for a total amount not to exceed Thirty-Two Thousand Dollars (\$32,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

September 9, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Pete Meyer, Asst. Public Services Director
David Hill, P.E., Public Utilities Manager

SUBJECT: Central Wyoming Regional Water System Joint Powers Board SLIB MRG Grant
Application for Alternate Backwash Water Supply Project *DW*

Recommendation:

That Council, by resolution, support the application of the Central Wyoming Regional Water System Joint Powers Board (RWS) to the State Loan and Investment Board (SLIB) for a Mineral Royalty Grant (MRG) in the amount of \$934,500 for the Alternate Backwash Water Supply Project.

Summary:

The project consists of the construction of a new redundant 0.92 MG water storage tank parallel to an existing 2.6 MG steel water storage tank at the RWS water treatment plant. The existing tank is needed for surface water treatment plant backwash water supply, contact time for chlorine disinfection of the groundwater supply, and as suction storage for the groundwater high service pumps. With the present setup, this tank can never be taken out of service for maintenance without significantly impairing the supply capacity of the groundwater system and without losing the ability to backwash the filters in the surface water treatment plant.

Steel tanks need periodic maintenance, including structural assessments, repairs, and internal painting. This type of activity can only be done when the tank has been drained. Since the single existing tank is in constant use, there is no current ability to drain, paint, and maintain the tank.

Three alternatives were studied by the RWS consultant in 2011 and 2012. The parallel water storage tank was recommend by the study and selected by the RWS Board to provide the best solution and most operating flexibility. Because the project involves backwash supply for the surface water treatment plant, this project is not eligible for Wyoming Water Development Commission grant funding.

The total cost of the project is estimated at \$1,869,000. The RWS is requesting a 50% or \$934,500 grant from the Mineral Royalty Grant program. The remaining 50% or \$934,500 would be financed by RWS reserves and is already budgeted in the RWS FY14 budget.

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. Water treatment projects are specifically mentioned as a qualifying project type.

The Joint Powers Board has requested the support of the Casper City Council in their application for this important project.

The Regional Water System Joint Powers Board will consider the formal SLIB MRG application at its regular September 17, 2013 meeting.

A resolution is prepared for the Council's consideration.

RESOLUTION NO. _____

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

WHEREAS, the Central Wyoming Regional Water System Joint Powers Board (Regional Water System) has need for construction of a new redundant 0.92 MG steel water storage tank parallel to an existing 2.6 MG steel water storage tank at the Regional Water System water treatment plant; and,

WHEREAS, the Regional Water System desires to make an application to the State Loan and Investment Board for a Mineral Royalty Grant in the amount of Nine Hundred Thirty-Four Thousand Five Hundred Dollars (\$934,500) which is Fifty Percent (50%) of the total cost of the project - One Million Eight Hundred Sixty-Nine Thousand Dollars (\$1,869,000); and,

WHEREAS, the Regional Water System will provide the remaining Nine Hundred Thirty-Four Thousand Five Hundred Dollars (\$934,500) for the project from its reserves, which is budgeted in its FY14 budget.

WHEREAS, the City of Casper recognizes the need for this project by the Regional Water System and supports this project; and,

WHEREAS, the State Loan and Investments Board through its Mineral Royalty Grant program has made available grants for the purpose of assisting entities such as the Joint Powers Board on this project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper hereby supports the grant application submitted by the Central Wyoming Regional Water System Joint Powers Board to the State Loan and Investments Board for a Nine Hundred Thirty-Four Thousand Five Hundred Dollars (\$934,500) Mineral Royalties Grant for its Alternate Backwash Water Supply Project.

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

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

September 17, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director *RAH*
Andrew Beamer, P.E., City Engineer *AB*
Ethan Yonker, E.I.T., Sr. Engineering Tech

SUBJECT: Agreement with Ace Golf Netting, LP.
Landfill Litter Fence, Project No. 13-46

Recommendation:

That Council, by resolution, authorize an agreement with Ace Golf Netting, L.P., for the Landfill Litter Fence, Project No. 13-46, in the amount of \$121,147. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$13,853, for a total project amount of \$135,000.

Summary:

On Wednesday, September 4, 2013, two (2) bids were received from contractors for the installation of 1,300 feet of 30-foot tall litter fence at the Central Wyoming Regional Landfill. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Ace Golf Netting, LP.	Austin, Texas	\$ 121,147
Western Plains Landscaping, LLC.	Casper, Wyoming	\$ 151,502

Work is scheduled to be completed by December 13, 2013. The estimate prepared by the City Engineering Division was \$135,000.

Funding for this project will be from the FY13 Improvements Other than Buildings budget for the Landfill.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Ace Golf Netting, L.P., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a new litter fence at the Casper Regional Landfill; and,

WHEREAS, Ace Golf Netting, L.P., is able and willing to provide those services specified as the LANDFILL LITTER FENCE, Project 13-46.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the LANDFILL LITTER FENCE, Project 13-46.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper in who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by December 6, 2013, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by December 13, 2013.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total of One Hundred Twenty-One Thousand One Hundred Forty-Seven Dollars (\$121,147.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 2.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 General Requirements, consisting of six (6) sections.
- 8.13 Technical Specifications, consisting of three (3) Divisions (Divisions 01810, 01850 & 02840).
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2013.

APPROVED AS TO FORM:
(Landfill Litter Fence, Project 13-46)

Walker Browning

CONTRACTOR:

Ace Golf Netting, L.P.
828 Wagon Trail
Austin, Texas 78758

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V.H. McDonald

Kenyne Schlager

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
LANDFILL LITTER FENCE, Project 13-46

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by December 6, 2013, and completed and ready for final payment not later than December 13, 2013, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):
Addendum No. None Dated _____
Addendum No. _____ Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

BF-1

CP

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ ~~121,150~~ ^{EY 9-5-13} ~~9-5-13~~ ^{Math error} 121,147

TOTAL BASE BID, IN WORDS: ~~one hundred twenty one thousand one hundred fifty~~ ^{EY 9-5-13} ~~9-5-13~~ ^{Math error} ONE hundred twenty-one thousand One hundred forty-seven DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Ace Netting
828 WAGON TRAIL
AUSTIN TEXAS 78758

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

Submitted on August 30, 2013.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: Ace Golf Netting LP _____ (seal)
(Firm's Name)

Ace Fence Management
(General Partner)

Business Address: 828 Wagon Trail
Austin, Texas 78758

Phone Number: 512-784-3410

BID SCHEDULE
September 3, 2013
LANDFILL LITTER FENCE
Project 13-46

Casper, Wyoming

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

LS=Lump Sum

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	30' TALL LITTER FENCE	LF	1300	\$ 93.19	\$121,150.00 121,150.00 math error 121,147.00

• **BID IN WORDS:**

One hundred twenty one thousand one hundred fifty.

This bid submitted by: Ace Netting
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ACE GOLF NETTING, L.P., FOR THE LANDFILL LITTER FENCE, PROJECT NO. 13-46

WHEREAS, the City of Casper desires to install 1,300 feet of 30-foot tall litter fence at the Central Wyoming Regional Landfill; and,

WHEREAS, Ace Golf Netting, L.P., is able and willing to provide those services specified as the Landfill Litter Fence, Project No. 13-46; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Ace Golf Netting, L.P., for those services, in the amount of One Hundred Twenty-One Thousand One Hundred Forty-Seven Dollars (\$121,147.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed One Hundred Twenty-One Thousand One Hundred Forty-Seven Dollars (\$121,147.00) and Thirteen Thousand Eight Hundred Fifty-Three Dollars (\$13,853.00) for a construction contingency account, for a total price of One Hundred Thirty-Five Thousand Dollars (\$135,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager
Mayor

September 9, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Community Development Hosted Permitting and Licensing Software

Recommendation:

That Council, by resolution, authorize a contract with Viewpoint Government Solutions, Inc., in an amount not to exceed \$28,000, to provide professional services for the purchase and installation of the ViewPermit hosted on-line permitting and licensing software.

Summary:

The City of Casper Community Development Department is currently using a permitting and licensing system that was written in-house and will no longer be supported with the next version of Microsoft Office. It is recommended to replace the existing software with a hosted system that supports online permitting, which will provide additional functionality and immediate on-line interaction for both the users and the citizens of the City of Casper. After reviewing quotes from several responders, the recommended vendor is ViewPoint Government Solutions, Inc, and the software is ViewPermit.

A resolution and contract have been prepared for consideration.

Funding for this contract will come from County Consensus funds in the amount of (\$25,000) and from one-time monies allocated by the City Council (\$3,000).

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 20th day of August, 2013, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. ViewPoint Government Solutions, Inc., 385 Concord Avenue Suite 105, Belmont, MA, 02478 ("Contractor").

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

RECITALS

A. The City is undertaking the implementation of a hosted permitting and licensing software solution.

B. The project requires professional services for the provision of the software service and associated maintenance, support, and updates.

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:

This Agreement incorporates the following Exhibits attached hereto and incorporated herein by this reference:

→Exhibit A — Pricing and Payment Schedule

1. SCOPE OF SERVICES:

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

- Provide the professional services as described in Exhibit A, and below to provide a hosted software solution for the City, including, but not limited to:
 - ViewPermit Building/Inspection, Community Development, Public Works/Engineering, Public Health, and Licensing modules.

- Online Permitting Center for Citizens, Contractors, Businesses, and Utilities.
- Import City's existing Electronic Building Permit data from legacy database.
- Integration with City GIS system.
- Reporting services.
- System security which allows for multiple levels of staff access to the application and limited public access to the online permit center.
- Disaster recovery and data backup services to prevent disruption of services and/or loss of City data.
- Submit the required deliverables specified in this Agreement (Exhibit A) to the City for approval and acceptance.
- Coordinate and provide training for City staff on products outlined in Exhibit A.
- Provide project management services, including, but not limited to:
 - Assign a single point of contact.
 - Coordinate a project kick off meeting prior to the commencement of other project deliverables.
 - Establish, in cooperation with City, a point of contact and change management procedures.
 - Provide a project plan, schedule of project deliverables, and timelines within two weeks of project kickoff meeting.
 - Facilitate project update meetings a minimum of every two weeks.
 - Test every software deliverable delivered under this Agreement, and any updates, new releases, versions, upgrades, improvements, bug fixes, patches or other modifications to the software ("Enhancements") developed under this agreement in accordance with standard industry practice.
- Provide maintenance and support services, including, but not limited to:
 - Contractor shall furnish the following maintenance and support services for the Licensed ViewPermit Software. Contractor shall correct and repair any failure, malfunction, defect or nonconformity in any Licensed ViewPermit Software provided hereunder, following notification of any failure, malfunction, defect or nonconformity, which prevents the Licensed ViewPermit Software from performing in accordance with printed warranties, documentation, specifications and other materials. Contractor expressly acknowledges that the City is required by law to provide certain permits, licenses and approvals within a specified timeframe. Accordingly, Contractor agrees to correct and repair any failure, malfunction, defect or nonconformity in the Licensed ViewPermit Software within forty eight (48) hours after receipt of notice from the City of any such defect, failure or malfunction. In the event that Contractor requires additional time to correct and repair such defect, failure or malfunction, it shall notify promptly the City in writing.
 - Periodic ViewPermit upgrades and major releases shall be provided at no cost.
 - Bug fixes and minor releases shall be made available as patches by Contractor. Contractor shall provide maintenance for those Software failures, malfunctions, defects, or nonconformities, which impair the City from normal

- processing for problems which impact the correctness of information produced by the Licensed ViewPermit Software.
- The City shall notify Contractor in writing when such an occurrence arises.
- Support by phone, email, or online via remote access is included as part of this Maintenance and Support Agreement. On-site support shall be based on time and material and shall be billed directly to the City.
- All other requests for service, such as normal Licensed ViewPermit Software discrepancies that do not impact the processing of applications, permits and licenses, shall be resolved within Contractor's normal maintenance release process.
- The City shall notify Contractor in writing of requested services to the Licensed ViewPermit Software.
 - Contractor shall acknowledge requests in writing within two (2) business days of receipt of such notice.
- The Services to be provided under this Maintenance and Support Agreement do not include design enhancements.
- Support staff shall be available between the hours of 7:30AM and 5:00PM mountain time.
- These services do not include consulting services on advanced customizations, which can be procured by the City on a fee basis.
- This agreement does not cover support for customization or special configuration of the ViewPermit software.
- One day of on-site training in a classroom setting and one day of web-based training, including, but not limited to:
 - Administrative for designated City staff.
 - User training for up to 15 people.

2. TIME OF PERFORMANCE:

The initial setup and design services of the Contractor shall be undertaken and completed on or before the 31st day of January, 2014. The initial term for the software provision service will expire the 31st day of January 2015. Thereafter, the Contract shall automatically renew for additional thirty (30) day terms until either Party provides the other with thirty (30) days written notice prior to the expiration of the then current Term of its intent to terminate the Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for initial setup and design services performed in accordance with paragraph 1 and Exhibit A, not to exceed a lump sum of Twenty-eight Thousand Dollars (\$28,000). The City also agrees to pay a monthly fee of Seventy-Five Dollars (\$75) per user of the software (minimum of 10 users).

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.

The Contractor shall invoice the City as follows:

- 50% of Implementation Services (initial setup, design, training and import of existing data) upon contract execution (\$14,000).
- First Quarter of users fees upon contract execution (\$750 / month x 3 = \$2,250)
- 25% of initial setup and design services when system is available for testing and City's data is online (\$7,000).
- 25% of initial setup and design services once system is operational and upon Go Live. "Go live" shall mean the date that the City begins to use any module within the ViewPermit software to accept applications or process permits. (\$7,000).
- The recurring monthly user service fees after Go Live will be billed 60 days from Go Live and will recur every 90 days thereafter (minimum of \$750/month).

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:

Walker Tremblay

CONTRACTOR
ViewPoint Government Solutions, Inc.

CITY OF CASPER, WYOMING
A Municipal Corporation

By: [Signature]

Printed Name: NASSER HAJO

Title: VICE PRESIDENT

[Signature]
Kenyne Schlager
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

- a. 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.
- b. 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.
- c. Compensation upon Termination at Will. In the event this Agreement is terminated by the City as herein provided, ViewPoint shall receive compensation for services performed and accepted prior to the effective date of termination, which conform to the Scope of Services and the Fee Schedule.

2. INFORMATION SECURITY

ViewPoint and the City shall take all reasonable steps necessary to ensure that all goods, supplies or equipment (or any portion thereof) provided under this Agreement, whether on magnetic tape, disk memory or in any other form, are not made available by ViewPoint or the City, or any of their employees agents or representatives, to any organizations or individuals not authorized under this Agreement to make use thereof. Subject to the Wyoming Public Records Act, W.S. 16-4-201 *et seq.*, ViewPoint and the City recognize that the goods, supplies or equipment provided hereunder may contain information of a proprietary or confidential nature that is subject to protection under applicable patent, copyright, trade secret, or trademark law ("Proprietary Information") and agree as follows:

- a. To use Proprietary Information solely by the entities specified or authorized under this Agreement;
- b. Not to copy or duplicate Proprietary Information, or any component thereof, by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of the other party

- c. To instruct their employees, agents and representatives having access to Proprietary Information not to copy or duplicate such information or provide the same to any third party or unauthorized individual
- d. To reproduce the copyright notice and other proprietary or identifying markings on all materials related to or part of the Proprietary Information on which such copyright notice or other proprietary or identifying markings are displayed including any copies made pursuant to this Contract.

Any modification or enhancements to the Proprietary Information, or any other City materials related to the Proprietary Information, provided by ViewPoint to the City or by the City to ViewPoint, or otherwise developed or implemented pursuant to this Agreement, shall be subject to all conditions and restrictions contained in this Agreement.

ViewPoint shall not use and shall not allow any person or entity under its control to use personally identifiable or private information collected by ViewPoint for any purpose to provide it to any third party unless (i) the System user is given clear prior notice of the possibility of such other use; (ii) the System user affirmatively consents to such use; and (iii) the City agrees to such other use.

ViewPoint shall maintain the security of sensitive information in its custody and the integrity of transactions received through its interfaces and through the System. Redundant levels of security will be deployed as necessary throughout the System. ViewPoint shall not use any sensitive information in its custody for its own purposes or the purposes of its other clients unless the City expressly agrees to the use of that specific information. In the event of a security breach of any kind, ViewPoint will notify the City without delay.

3. HINDRANCES AND DELAYS

Force Majeure. Neither party shall be liable under this Agreement because of a failure or delay in performing its obligations hereunder on account of riots, insurrection, fires, floods, acts of God, war, terrorism, governmental action, or any other cause which is beyond the reasonable control of such party.

4. TITLE AND INTELLECTUAL PROPERTY RIGHTS

- a. Definition of Property. The intellectual property required by ViewPoint to develop, test, and install ViewPermit (hereinafter the "Property") may consist of computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation of ViewPermit, text photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on

the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, and other works of authorship fixed in any tangible medium.

- b. Contractor Property and License. ViewPoint will retain all right, title and interest in and to all Property developed by it. The City acknowledges that its possession, installation or use of ViewPoint Property will not transfer to it any title to such property.

The City acknowledges that ViewPoint Property contains or constitutes commercially valuable and proprietary trade secrets of ViewPoint, the development of which involved the expenditure of substantial time and money and the use of skilled development experts. The City acknowledges that ViewPoint Property is being disclosed to the City to be used only as expressly permitted under the terms of the license. The City shall not disclose such information to third parties except if required to do so by legal process, will promptly notify ViewPoint of the imminent disclosure so that ViewPoint can take steps to defend itself against such disclosure.

Except as expressly authorized in the associated ViewPermit Proposal, the City will use reasonable efforts to prevent copying, modifying, distributing or transferring by any means, display, sublicense, rent, reverse engineer, decompile or disassemble the ViewPoint Property.

Notwithstanding anything contained herein to the contrary, and notwithstanding the City's use of ViewPoint Property under the license created herein, ViewPoint shall have all the rights and incidents of ownership with respect to ViewPoint Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. INSURANCE AND INDEMNIFICATION:

a. 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

b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. 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.

15. 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.

16. 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.

17. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



Exhibit A - Pricing and Payment Schedule SaaS (Software as a Service) - Per User

ViewPermit Cost and Deployment Detail - Cloud-Hosted Software as a Service (SaaS)

Description	Total Cost
Automate Solution: 10 users @ \$75 / user / mo	\$750 / mo
A. ViewPermit Software	
<ul style="list-style-type: none"> Building / Inspectional Services, Community Development, Public Works / Engineering Public Health, Licensing Fire / Public Safety <p style="text-align: right;">Minimum 1-year contract</p>	Included
B. ViewPermit Online Permitting Center for Citizens, Contractors, Businesses, and Utilities	Included
Included Features	
<ul style="list-style-type: none"> Unlimited Maintenance and Support (7:30-5:00 MT) Cloud Data and Software Hosting - includes 20 GB of storage 	
Discounts	
<ul style="list-style-type: none"> 5 Year Contract - 5% Discount 7 Year Contract - 10% Discount 50+ Users - 10% Discount 250+ Users - 25% Discount 	
Implementation Services:	
Software Implementation	
<ul style="list-style-type: none"> Integration with GIS**, Address Parcel Owner DB, and Licensed Professional DB Standard Reports 	\$10,000
Import Existing Electronic Record Data from Legacy Database	\$12,000
Integration with financial system - Tax Delinquency	N/A
Integration with financial system - General Ledger	N/A
Integration with Document Management System	N/A
Integration with City Housing Code (ViewNforce)	N/A
Integration with Health Codes (ViewNforce)	N/A
Customized Permit Document, Form, and Report Preparation:	N/A
2-Day On-site hands-on specialized training (up to 20 trainees) *Travel and Lodging covered by municipality	\$6,000
Report Builder Online Training (4 hours)	N/A

Payment Schedule:

- 50% of Implementation Services (initial setup, design, training & import of existing data) upon contract execution (\$14,000).
- First Quarter of users fees upon contract execution (\$750 / month x 3 = \$2,250)
- 25% of initial setup and design services when system is available for testing and City's data is online (\$7,000).
- 25% of initial setup and design services once system is operational and upon Go Live.. "Go live" shall mean the date that the City begins to use any module within the ViewPermit software to accept applications or process permits. (\$7,000).
- The recurring monthly user service fees after Go Live will be billed 60 days from Go Live and will recur every 90 days thereafter (minimum of \$750/month).

** No additional GIS licenses are required if the City is utilizing a current ArcGIS Server web mapping services license that allows unlimited number of users to access the embedded GIS in ViewPermit or a user already has an ArcGIS Desktop license on each computer that will utilize the GIS feature. Otherwise, use of ViewPermit's embedded GIS requires an ESRI ArcGIS Engine runtime license (approx. \$400) on each computer that will utilize the GIS feature. The runtime license is purchased directly from ESRI. The runtime license is NOT required if the user does not plan to use the GIS feature.

RESOLUTION NO. _____

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

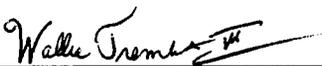
WHEREAS, the City of Casper desires professional services to provide the software solution.

WHEREAS, ViewPoint Government Solutions, Inc. located in Belmont, Massachusetts, is willing and able to provide such a service.

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 ViewPoint Government Solutions, Inc., for professional services to provide a hosted permitting and software solution.

PASSED, APPROVED, AND ADOPTED on this 20th day of August, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

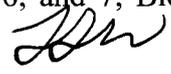
V.H. McDonald
City Clerk

Kenye Schlager
Mayor

September 11, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Approving an Amended and Restated Real Estate Purchase, Buy Back, and Lien Agreement with SBX Holding Company, LLC for the sale of the City-owned property described as Lots 1, 2, 3, 4, 5, 6, and 7, Block 2, Liberty Addition for economic development purposes. 

Recommendation:

That the City Council, by resolution, approve an Amended and Restated Real Estate Purchase, Buy Back, and Lien Agreement with SBX Holding Company, LLC for the sale of the City-owned property described as Lots 1, 2, 3, 4, 5, 6, and 7, Block 2, Liberty Addition for economic development purposes.

Summary:

Due to unanticipated delays caused from a title issue with one of the City lots associated with this project, and the results of the traffic study, it was necessary to amend the Real Estate Purchase Agreement.

Lot 8 of the Liberty Addition has been removed from the Real Estate Purchase Agreement due to a title issue. As a result of the reduction in the overall site, the purchase price of the parcels reflects the fair market value of \$308,000. This will be a phased purchase with Lots 1- 3 being purchased immediately for the Starbucks store, and following a period of due diligence, Lots 4-7 will be purchased in October 2013.

The delay in completion of the traffic study was due to the unanticipated closure of the Center street exit off of I-25. WYDOT has since removed the jersey barriers and the traffic count and turning movement study has proceeded.

A resolution for the approval of the amended agreement and lease has been prepared for Council's approval.

**AMENDED AND RESTATED REAL ESTATE PURCHASE, BUY BACK, AND
LIEN AGREEMENT**

This Amended and Restated Real Estate Purchase Agreement is made and entered into this ____ day of September, 2013, by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as the “Seller”; and SBX Holding Company LLC, an Arizona limited liability company, Attn: Matt Ladendorf, 6358 E. Quail Track Drive, Scottsdale, Arizona 85266, hereinafter referred to as the “Buyer”; the Seller and the Buyer collectively referred to as the “Parties”.

FACTUAL BACKGROUND

Reference is made to that certain Real Estate Purchase, Buy Back, and Lien Agreement dated as of May 7, 2013 by and between the Seller herein as the seller therein and the Buyer as the buyer therein (“Prior Agreement”). On or about August 14, 2013, the City of Casper and SBX Holding Company LLC mutually agreed to rescind the Prior Agreement. Accordingly, as of the date hereof the below-described real property is free and clear of any interest of Buyer under the SBX Agreement.

RECITALS

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

Whereas, the Buyer desires to purchase the real property described in Article I from the Seller pursuant to the terms and conditions of this Agreement.

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

ARTICLE I: DESCRIPTION OF PROPERTY

The Seller is the owner of the following described real property located in Natrona County (hereinafter referred sometimes to as the “real property” or the “Subject Property”):

“TRACT 1” REAL PROPERTY DESCRIPTION: Lots 1, 2, and 3, Block 2, Liberty Addition to the City of Casper, Wyoming.

“TRACT 2” REAL PROPERTY DESCRIPTION: Lots 4, 5, 6, and 7, Block 2, Liberty Addition to the City of Casper, Wyoming.

“LEASE TRACT” REAL PROPERTY DESCRIPTION: Lot 8, Block 2, Liberty Addition to the City of Casper, Wyoming.

ARTICLE II: PURCHASE PRICE AND CLOSING COSTS

The Buyer shall purchase the “Tract 1” real property and “Tract 2” real property at the closings referenced in this Agreement, together with the right to lease for parking purposes only the Lease Tract and only in conjunction with its purchase of the Tract 2, as follows:

“TRACT 1” REAL PROPERTY PURCHASE

Buyer agrees to pay to the Seller at closing, to occur on, September 19, 2013, for the purchase of the “Tract 1” real property, the sum of ONE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED DOLLARS (\$124,300.00); provided, however, Buyer may extend the Tract 1 closing for up to ten (10) calendar days to enable Buyer to obtain the delivery of a lease with Starbucks Corporation for Tract 1. Such extension shall be by a written statement to Seller and escrow agent that Buyer has not received the executed Starbucks Corporation lease. The Buyer agrees to deposit and escrow the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) as an earnest money deposit with American Title Agency, 315 W. 1st Street, Casper, Wyoming 82601 as the closing agent upon approval and execution of this Agreement by the Parties, the earnest money deposit to be credited to the balance of funds due from the Buyer to the Seller at closing for the purchase of the “Tract 1” real property.

“TRACT 2” REAL PROPERTY PURCHASE

Within thirty (30) days from the opening of a Starbucks facility on Tract 1 as evidenced by the date of the issuance of a certificate of occupancy for such tenant, and conditioned upon the opening of a Starbucks facility on Tract 1, Buyer shall purchase Tract 2 as hereinafter set forth. Buyer estimates Starbucks will open its facility on Tract 1 in the first calendar quarter, 2014. Buyer agrees to pay to the Seller at closing, for the purchase of the “Tract 2” real property, the sum of ONE HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED AND

NO/100THS DOLLARS (\$183,700.00). The Buyer agrees to deposit and escrow the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) as an earnest money deposit with American Title Agency, 315 W. 1st Street, Casper, Wyoming 82601 as the closing agent upon approval and execution of this Agreement by the Parties, the earnest money deposit to be credited to the balance of funds due from the Buyer to the Seller at closing for the purchase of the "Tract 2" real property.

"LEASE TRACT" GROUND LEASEHOLD

In connection with Buyer's purchase of Tract 2 as set forth above, at the closing Buyer and Seller shall enter into the parking lot lease (the "Lease") in the form attached hereto as Exhibit A. The parking lot lease shall be for a term of ninety-nine (99) years for a rent of TEN DOLLARS (\$10.00) per year, subject to the Put set forth below. The parking lot lease shall be limited to the exclusive use by the public for automobile parking, automobile and pedestrian access and related landscaping and lighting in conjunction with the use of the Leased Tract for the lessee's or its subtenant's business.

The Seller agrees to pay and be solely responsible for the Title Insurance premium attributable to the real property being sold and conveyed to the Buyer. Buyer shall be responsible for the entire cost of a leasehold policy on the Lease Tract, should Buyer elect to obtain the same.

The Buyer agrees to pay and be solely responsible for the recording fee for the warranty deeds and the Lease from or between Seller and Buyer.

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

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

ARTICLE III: WARRANTY DEED

The Seller agrees to convey, by two warranty deeds, all of its right, title, and interest in the "Tract 1" and "Tract 2" real property to the Buyer at closing, free and clear of all liens and encumbrances, except easements, covenants, and restrictive covenants of record. Seller and Buyer acknowledge that certain portions of the premises demised by the Lease for Lot 8 may be subject to one or more encroachments of buildings or other structures. Seller reserves all rights, and Seller does not waive and any reference herein to such encroachments and does not waive any right or remedy to which Seller is entitled against the encroaching party. Such encroachments shall not constitute an impairment quiet title to such premises, and Buyer hereby acknowledges the existence of the existing purported encroachments of buildings and structures on said Lot 8.

ARTICLE IV: TAXES AND INSURANCE

As to Tracts 1 and 2:

Seller agrees to pay all of the 2012 and prior general real estate and personal property taxes levied against the real property, and any special assessments levied against said real property prior to the execution of this Agreement.

The 2013 (and potentially the 2014) general real estate and personal property taxes levied against the real property described and set forth in Article I shall be prorated by and between the Seller and the Buyer from January 1, 2013 to the date of closing, and if the amount of such taxes are not ascertainable by the date of closing, the proration shall be based upon the taxes levied for the 2012 tax year (or 2013, if applicable).

The Parties agree and understand that the City has held the real property as a tax free entity, and as a result, real estate taxes may not have been assessed against the City for 2013 or prior years. If this is the case, Buyer understands it will be responsible for any 2013 and subsequent real estate taxes assessed against the real property from and after the date of closing.

As to the Leased Tract:

At closing Buyer shall provide the commercial general liability insurance required under the terms and provisions of the lease to the Seller through the escrow.

All personal property taxes levied on the Leased Tract (Lot 8) that are due or related to any improvements installed thereon by the Buyer or any other lessee thereof shall be the sole and separate responsibility of the Buyer/Lessee. In the event general real estate taxes are levied on the Leased Tract, the Buyer/Lessee of Lot 8 shall be solely responsible for that portion of said taxes that are attributable (pro-rated) to the square footage of the Leased Tract that is occupied by the Buyer/Lessee, and the Seller shall be responsible for the balance of said general real estate taxes (i.e., the encroachment area).

ARTICLE V: POSSESSION AND CLOSING

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

Buyer shall have possession of the real property at the date and time of the applicable closing of this Agreement. Buyer's possession of the leased property shall be limited by the disclaimer set forth in Article III above. The closing shall occur at the office of American Title Agency, 315 W. 1st Street, Casper, Wyoming 82601.

Buyer shall prepay all rent under the Lease at the closing through the escrow and Seller shall provide a receipt for the same.

The Parties agree and understand that this Agreement is contingent upon its approval by the Casper City Council. In the event this Agreement is not approved by the Casper City Council following this public hearing; then, in that event, this Agreement and its terms and conditions shall be null and void between the parties and the earnest money deposit shall be refunded to the Buyer as soon as possible thereafter.

ARTICLE VI: TITLE INSURANCE

Buyer acknowledges receipt of a current commitment for an Owner's title insurance policy (the "Title Commitment") through the American Title Agency, 315 W. 1st Street, Casper, Wyoming 82601 in an amount equal to the aggregate purchase price of

the real property, showing merchantable title in the Seller for Tracts 1 and 2, subject to the provisions of Article VII below.

Title to Tracts 1 and 2 shall be merchantable in the Seller as of closing. Buyer approves the existing Schedule B, part II special title exceptions contained in the current Title Commitment as to Tract 1. Should a new title matter be identified by the title company prior to closing, Buyer shall have the right to either close this transaction notwithstanding the new title exception or terminate this Agreement as to both tracts by giving written notice thereof to Seller prior to the date of closing, and upon such termination this Agreement shall be null and void between the Parties and Seller shall refund the Buyer's earnest money deposit within Ten (10) business days of notice of such termination. In the event Buyer elects to obtain title insurance endorsements to cover any such Title Objections, or elects to close this Agreement notwithstanding the Title Objections, then, the Buyer shall be deemed to have waived such title defects, which waiver shall survive the closing of this Agreement.

ARTICLE VII: LIMITED INSPECTIONS/WARRANTY

Buyer acknowledges that it has inspected the real property during the term of the Prior Agreement. Buyer shall have a limited right of further inspection to but excluding the closing date as hereinafter set forth. Seller hereby agrees to allow the Buyer reasonable access to the real property for continued inspection and testing purposes pending the applicable closing of this Agreement as provided below. Buyer agrees to hold the Seller harmless from any and all liability for injury, death, or property damage that may occur to the Buyer, its employees, agents, or contractors that may be incurred thereby during any such inspections and Buyer agrees to be responsible for any damages caused by such inspections.

- A. Documents. Seller has heretofore delivered to Buyer all documents in its possession or reasonably available on the real property, including but not limited to, any surveys, soil surveys, geotechnical, tank closure letters and environmental reports, relating to, or concerning the real property.
- B. Due Diligence. Seller hereby grants Buyer a license to enter upon the real property, during business hours and upon reasonable advance notice, with

Seller or Seller's representatives having the right to be present during such times, for the limited purpose of continued review of geotechnical and soils tests and environmental tests and audits and, further, as to Tract 2 only, a land survey based on the Title Commitment ("Limited Due Diligence Review") at Buyer's sole cost and expense. Buyer shall complete its Limited Due Diligence Review before the applicable closing date for this Agreement. Buyer's Limited Due Diligence Review of the real property includes its continued review of all of the real property as a remediation project (leaking underground storage tanks or LUST) with the Wyoming Department of Environmental Quality. In the event that Buyer shall not close upon the purchase of the applicable real property, Buyer, at Buyer's expense, shall restore the real property substantially to its condition existing immediately prior to such tests. If, as to Tract 1 and Tract 2, prior to the closing on Tract 1, the results of the Buyer's due diligence during the Limited Due Diligence Period are not satisfactory to Buyer, Buyer may terminate this Agreement upon written notice to the Seller prior to the lapse of the Limited Due Diligence Period. If, after closing on Tract 1, the geotechnical and soils tests, environmental reports, LUST closure letters or environmental tests as to Tract 2 indicate remediation is required or the LUST closure was not properly done, or the survey indicates a title/survey matter that affects the merchantability of the real property's title, Buyer may, and only for these reasons, terminate this Agreement upon written notice to the Seller prior to closing. If this Agreement is terminated pursuant to the provisions of this paragraph, the Buyer shall, within ten (10) business days of such termination, return all of the Seller's documents, surveys and reports, and the earnest money deposit shall be returned to Buyer.

- C. Cure. Buyer shall provide a copy of the written reports and survey of Buyer's inspections to Seller immediately upon receipt. Seller shall have no obligation to correct any matter of a safety, health or environmental nature. However, if Seller refuses to correct such matters, Buyer may elect to terminate this Agreement as to the applicable real property in writing to the Seller prior to

the applicable closing, in which case the Seller shall refund the earnest money deposit to the Buyer within ten (10) business days of such termination. Buyer may, however, elect to close the sale and take and accept the real property in its present condition, in which case Buyer will be deemed to have accepted such defects free and clear of any claim against the Seller, which acceptance shall survive the closing of this Agreement.

- D. Waiver of Defects. Other than defects submitted to the Seller in writing as provided above, Buyer agrees to accept the Subject Property in its entirety in its "AS IS, WHERE IS" condition.
- E. Inspection. Buyer hereby states that it has and will continue to personally inspect the premises and the real property being sold herein, including all improvements, attachments, and fixtures thereof. Buyer hereby states that it is not relying upon any representation of warranty made by the Seller or any agent of the Seller, other than as set forth in this Agreement.
- F. No Warranty. Buyer hereby states that it is purchasing or leasing the real property, improvements, and fixtures contained thereon "AS IS." **SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OR MERCHANTABILITY OF THE REAL PROPERTY BEING SOLD OR LEASED TO BUYER PURSUANT TO THIS AGREEMENT, EXCEPT AS TO GOOD AND MERCHANTABLE TITLE AS SET FORTH ABOVE FOR TRACTS 1 AND 2, AND THIS WARRANTY EXCLUSION SHALL SURVIVE THE CLOSING OF THIS AGREEMENT.**

ARTICLE VIII: PUT

- A. Buyer Efforts. Buyer shall use commercially reasonable efforts to continuously and in good faith market the Tract 2 property, at all times for a two (2) year period from the date of the closing on Tract 2, to a national restaurant retailer (or a regional restaurant retailer for which the City Development Services Department will process a site plan thereof) as hereinafter provided. Tract 1 by the first closing will be leased to a national

retailer. The parties are entering into this Agreement with an expectation and desire that Tract 2 will be similarly leased in the ordinary course to another national or approved regional restaurant retailer. Within the time period that commences on the closing and terminating on the second (2nd) anniversary of the closing date of Tract 2 (the "Project Period"), Buyer shall use commercially reasonable efforts to seek and obtain a national or approved regional restaurant retailer to both lease and operate within the Tract 2. Commercially reasonable efforts shall mean actively market the development of Tract 2 through Buyer through listing with a commercial broker, for lease to a national tenant, Tract 2, together with presenting the Tract 2 to potential national retailers directly through regional and national events sponsored by the International Council of Shopping Centers (ICSC). In the event Buyer is successful in arranging for the execution and delivery of a lease with a national restaurant retailer as evidenced by Buyer's submittal to the City of a site plan for City approval by the City Development Services Department on or before said second (2nd) anniversary of the closing date of Tract 2, then the remaining provisions of this Article VIII as to Tract 2, together with the City's repurchase rights contained in Article XI, shall be null and void.

In the event Buyer is unable to obtain the occupancy by a national restaurant retailer (or regional restaurant retailer approved in the City's development process as referenced above) of Tract 2 by the second (2nd) anniversary of the closing of Tract 2 as evidenced by the lack of a building permit for vertical construction on Tract 2, Buyer shall within sixty (60) days after such second (2nd) anniversary give to the City written notice of its failure to obtain a national or approved regional restaurant retailer. Such letter shall be accompanied by reasonable evidence on a commercially objective basis that Buyer has exercised commercially reasonable efforts as described above to obtain such a national retail restaurant tenant on commercially viable economic terms. In the event the notice is delivered as accompanied by the brokerage/marketing materials, the parties shall proceed to establish a new or second escrow for conveyance with the title company for the reconveyance

(the "Put") of the Tract 2 by the Buyer to the City for a reconveyance purchase price of ONE HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$187,300.00). No interest shall accrue on the purchase price from the closing date for Tract 2 referenced in Article I above to the closing date hereunder referenced in this Article VIII. The closing shall be accomplished in the same manner as set forth in Article XI for the reconveyance of Tract 2, including the warranty deed provisions. Seller shall take the property subject to any improvements that are incidental to the improvement and operation of Tract 1. Further, at the second closing for Tract 2 any and all leases entered into by the owner of Tract 2, together with the Lease for Lot 8, shall be null and void, and shall be terminated without further obligation by the parties and Buyer, and any other lessee thereof, as the tenant(s) thereunder, shall surrender possession of Lot 8 to the Seller as the landlord thereunder. Further, in such event, the City shall be entitled to grant to any successor in interest to the City for Tract 2 a sign panel position on the pylon sign intended to be located at Tract 1 and referenced in Article X below on the following terms and conditions. Such right shall only be for so long as the sign panel is in use and operation (i.e., subject to casualty or other loss); the user must be an onsite occupant of Tract 2; the user and its sign panel must be for a family-friendly food service retailer and shall be otherwise subject to the prior consent of the format by the owner of Tract 1, which consent shall not be unreasonably withheld but may be based on the approval or disapproval of such sign panel by the occupant of Lot 1; rental shall be in the amount of Two Hundred and Fifty Dollars (\$250.00) per month during the time period the sign is used, which rental shall be paid to the owner of Lot 1; the party using the sign shall be obligated to pay to the owner of Lot 1 a one (1) time charge for the fabrication of a sign pylon and related expenses in an amount not to exceed the sum of Twenty Five Thousand Dollars (25,000.00) before it can use the sign.

ARTICLE IX(A): DEFAULT AND REMEDY PROVISIONS

Each Party hereto shall have all rights against the other Party for any default in the terms or conditions of this Agreement as provided by law, including the right to bring an action for specific performance of this Agreement, including the Put under Article VIII and the Repurchase Contingency under Article XI, as well as for the closings as specified in Article VIII and Article XI.

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

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

ARTICLE IX(B): RISK OF LOSS

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

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

ARTICLE X: SIGNAGE

Buyer is permitted, under the Casper Municipal Code, to install a fifty (50) foot high, freestanding pylon sign on the real property described in Article I. Provided, the maximum sign area per sign face is three hundred (300) square feet, and the maximum sign area for the entire premises is six hundred (600) square feet, including building signage and all other signage located on the real property.

ARTICLE XI: SELLER'S REPURCHASE CONTINGENCY

The City of Casper, Wyoming, as the Seller, is selling the real property Tracts 1 and 2 described in Article I to the Buyer pursuant to the provision of Section 15-1-112(b) of the Wyoming Statutes for the purposes of economic development of the community. The Buyer is purchasing the "Tract 1" real property for the construction and opening of a "Starbucks" coffee facility by Starbucks Corporation, and is purchasing the "Tract 2" real property for a national or approved regional retail restaurant tenant. The Parties agree that the above-stated property uses are a material provision of this Agreement. The Parties agree to the "Repurchase" rights below.

A. "TRACT 1" REAL PROPERTY REPURCHASE CONTINGENCY

In the event the Buyer does not open a "Starbucks" coffee facility on the "Tract 1" real property within two (2) years from the closing date of Tract 1 (being the "Two (2) Year Starbucks Opening Period"), the Seller shall have the absolute right to repurchase the "Tract 1" real property for ONE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED DOLLARS (\$124,300.00) back from the Buyer under the following terms and conditions:

The Seller shall give the Buyer written notice of its intent to repurchase the "Tract 1" real property within ninety (90) days (the "Repurchase Period") next following the end of the Two Year Starbucks Opening Period. Said notice shall be mailed by the Seller to the Buyer at its address as set forth above, or such other address as the Buyer shall give, in writing, from time to time, to the Seller at its address as set forth above. Such notice and/or correspondence shall be mailed by either Party to the other by United States First Class Certified Mail, Return Receipt Requested. The Seller's notice exercising its right to repurchase the

“Tract 1” real property shall be effective upon its deposit in the United States Mail as provided herein.

The Parties agree to close on the repurchase of Tract 1 within forty-five (45) days of the date the Seller exercises its right to repurchase. Seller agrees to tender to Buyer, at closing, the sum of ONE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED DOLLARS (\$124,300.00) for the repurchase of said real property, and Buyer shall contemporaneously at the closing deliver to Seller a properly executed warranty deed conveying the real property back to the Seller, free and clear of all liens and encumbrances, except easements, covenants, and restrictive covenants of record that were in place at the time Buyer took title to the real property from the Seller. Provided, further, however, upon the reconveyance of Tract 1 back to the Seller from the Buyer, any and all leases entered into by the Buyer respecting Tract 1 shall be null and void, and all of the right, title, and interest in and to Tract 1 shall vest in the Seller, free and clear of any such leases.

B. “TRACT 2” REAL PROPERTY REPURCHASE CONTINGENCY

In the event the Buyer does not open or a cause to be opened a national or approved regional retail restaurant tenant on the “Tract 2” real property within two (2) years from the closing date of Tract 2 (being the “Two (2) Year Food Service Opening Period”), the Seller shall have the absolute right to repurchase the “Tract 2” real property back from the Buyer and cancel the Lot 8 parking Lease under the following terms and conditions:

If the Put is already exercised the Parties shall proceed under the Put provisions of Article VIII rather than the Repurchase provisions of this Article XI.

The Seller shall give the Buyer written notice of its intent to repurchase the “Tract 2” real property within ninety (90) days next following the end of the Two (2) Year Food Service Opening Period. Said notice shall be mailed by the Seller to the Buyer at its address as set forth above, or such other address as the Buyer shall give, in writing, from time to time, to the Seller at its address as set forth above. Such notice and/or correspondence shall be mailed by either Party to the other by United States First Class Certified Mail, Return Receipt Requested.

The Seller's notice exercising its right to repurchase the "Tract 2" real property shall be effective upon its deposit in the United States Mail as provided herein.

The Parties agree to close on the repurchase of Tract 2 within forty-five (45) days of the date the Seller exercises its right to repurchase. Seller agrees to tender to Buyer, at closing, the sum of ONE HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED AND NO/100THS DOLLARS (\$183,700.00) for the repurchase of Tract 2, and Buyer shall contemporaneously at the closing deliver to Seller a properly executed warranty deed conveying the real property back to the Seller, free and clear of all liens and encumbrances, except easements, covenants, and restrictive covenants of record that were in place at the time Buyer took title to the real property from the Seller. Provided, further, however, upon the reconveyance of Tract 2 back to the Seller from the Buyer, any and all leases entered into by the Buyer respecting Tract 2 shall be null and void, and all of the right, title, and interest in and to Tract 2 shall vest in the Seller, free and clear of any such leases.

C. LIEN STATUS OF RIGHT TO REPURCHASE

The Seller's right to Repurchase each of "Tract 1" and "Tract 2" shall be a security interest and an encumbrance and lien against the respective parcel during the Two (2) Year Starbucks Opening Period, the Two (2) Year Food Service Opening Period, and during the next following ninety (90) day Repurchase Periods thereof; provided, however, if a Repurchase right is extinguished as to Tract 1 or Tract 2, as applicable, by reason of the opening of the required type of user then the Repurchase shall be extinguished as to the applicable real property.

D. PROHIBITION ON ENCUMBRANCE

The Buyer hereby agrees that it will not, and does not have the right to encumber or use the respective "Tract 1" or "Tract 2" real property for collateral for any loan or allow any lien, other than the lien status in favor of Seller as set forth in Sub-paragraph XI, C above, to attach thereto at any time during the Two (2) Year Starbucks Opening Period, the Two (2) Year Food Service Opening Period, or during the next following ninety (90) day Repurchase Periods thereof, unless the lien of the Repurchase is extinguished as provided in said Sub-

paragraph XI, C above. For clarity, the parties agree that Tract 1 shall be released from the prohibition on encumbrance and the Repurchase of the Seller shall be extinguished upon the one (1) day opening of a Starbucks coffee facility on Tract 1, and similarly on Tract 2 on the one (1) day opening of a national or regional restaurant facility on Tract 2. Buyer and Seller may demand an estoppel from the other party ratifying the release of Tract 1 and Tract 2/Lot 8, as applicable, from the Repurchase.

E. SURVIVABILITY

The provisions of Article VIII and this Article XI shall survive the initial closing of this Agreement as to the “Tract 1” and “Tract 2” real property, and Lot 8, and shall be binding upon the Parties hereto, their successors and assigns, and upon any successor owner to Buyer, and any Lender, Mortgagee, Deed of Trust Beneficiary, lessee, or other encumbrance or lien holder claiming any right, title, lien, or interest in the “Tract 1” or “Tract 2” or Lot 8 real property, and their respective heirs, successors, or assigns.

ARTICLE XII: TRANSFER OF TRACT 1 AND 2 REAL PROPERTY

Buyer shall have the right to transfer the right to purchase Tract 1 and/or Tract 2 real property and to lease Lot 8 under the Lease to another entity owned or controlled by the Buyer or Buyer’s principals. After Buyer acquires Tract 1 or Tract 2 and its appurtenant Lease, Buyer shall have the right to convey or assign its interest in the real property to an affiliated purchaser. PROVIDED, HOWEVER, any such transferee (affiliated or unaffiliated) thereof shall be subject to the terms and conditions of this Agreement which shall run with said real property. Buyer agrees to give the Seller written notice of any such transfer at least fifteen (15) days prior thereto; provided, however, a transfer of Tract 1 may occur contemporaneously with the closing of Tract 1, provided the new owner agrees in writing to assume this entire Agreement for the benefit of Seller. No other transfer, sale, or assignment of said real property shall occur without the prior written consent of the Seller until the Repurchase is extinguished for such Tract.

ARTICLE XIII: GENERAL AGREEMENTS OF THE PARTIES

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

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

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

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

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

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

The Buyer shall not assign, sell, or transfer any right, title, or interest in this Agreement, or in or to "Tract 1" or "Tract 2" or Lot 8, prior to the closing of Tract 1, without the prior written approval of the Seller due to the public hearing requirements of Wyoming law. Transfers subsequent to such date during the Two (2) Year Starbucks Opening Period (when effective), the Two (2) Year Food Services Opening Period (when effective) or during the next following ninety (90) day Repurchase Periods shall only occur as provided in Article XII above.

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

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated

and set forth above, or at such other address specified in writing by either Party to the other party by United States First Class, Certified Mail, Return Receipt Requested.

This Agreement (including the form of Lease attached as Exhibit A), at the initial closing shall be recorded by the Seller in the real estate records of Natrona County, Wyoming.

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

During the term of the Two (2) Year Starbucks Opening Period and the Two (2) Year Food Service Opening Period, Seller and Buyer shall deliver within ten (10) business days of a request from the other party hereto an estoppel certificate as to whether the Put or the Repurchase(s) have been exercised or not exercised and the relevant dates for the Two (2) Year Starbucks Opening Period, the Two (2) Year Food Service Opening Period, and the ninety (90) day Repurchase Period(s).

Seller and Buyer hereby confirm that the Prior Agreement was revoked and rescinded by the mutual revocation of Seller and Buyer, without further claim or liability by either party thereto.

Wyoming State Law, without regard to choice-of-law principles, governs all matters relating to this Agreement. Any legal proceedings related to the Agreement and this Amendment will be brought in a court of competent jurisdiction, in Casper, Wyoming.

(Signatures on following page)

**EXHIBIT A
PARKING LOT LEASE**

(See attached 9 pages)

**EXHIBIT A TO AMENDED
AND RESTATED REAL ESTATE
PURCHASE, BUY BACK AND
LIEN AGREEMENT**

WHEN RECORDED RETURN TO:

PARKING LOT LEASE AND NON BARRIER AGREEMENT

This Parking Lot Lease and Non Barrier Agreement ("**Lease**") is made this ___ day of _____, 2013, by and between the **City of Casper, Wyoming**, a Wyoming Municipal Corporation, with an address of 200 North David, Casper, Wyoming 82601 ("**Landlord**") and **SBX HOLDING COMPANY LLC**, an Arizona limited liability company ("**Tenant**"), with an address of Attn: Matt Ladendorf, 6358 E. Quail Track Drive, Scottsdale, Arizona 85266.

RECITALS

A. Tenant is the fee owner of certain platted lots of real property located near the intersection of Center Street and E Street in Casper, Wyoming, and legally described on Exhibit A hereto (the "**Tenant Tracts**").

B. Landlord is the fee owner of that certain platted lot of real property located adjacent (located to the South) to the Tenant Tracts and legally described on Exhibit B hereto (the "**Landlord Property**").

C. The Tenant Tracts and the Landlord Property are both located in the City of Casper and share a common property boundary line.

D. The parties agree that it would be for the benefit of the Tenant Tracts to create a lease for public parking in conjunction with the use of the Tenant's Tracts for business protected by a non-barrier obligation for such parking, and right for the Tenant to construct and operate a parking lot with drive aisle(s) and related landscaping and lighting to service exclusively the Tenant Tracts over limited portions of the Landlord Property as set forth below.

NOW, THEREFORE, to induce Tenant to acquire the Tenant Tracts from the Landlord and other good and valuable consideration, including further the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. **Accuracy of Recitals.** The parties hereby acknowledge the accuracy of the Recitals.
2. **City Council.** The parties agree and understand that this Lease is contingent upon its approval by the Casper City Council. In the event this Lease is not approved by the Casper City Council; then, in that event, this Lease and its terms and conditions shall be null and void between the parties and the prepaid rent shall be refunded to Tenant as soon as possible thereafter.

3. **Demise of Premises.** Landlord hereby leases and demises to Tenant, and Tenant hereby hires and accepts from Landlord, the Landlord Property, together with nonexclusive rights of pedestrian and vehicular ingress and egress between the Premises and the Tenant Tracts (the "**Premises**"). **PROVIDED, HOWEVER,** the parties acknowledge that the Landlord Property (being Lot 8) is subject to one or more encroachments of buildings or other structures (the "**Encroachments**"). The majority of these Encroachments lie to the south of a fence which runs generally east and west across Lot 8. Tenant agrees that it will have the right to use the Landlord Property which lies to the north of the east-west fence, subject, only to any power poles or other public utilities located thereon. Tenant agrees not to use or trespass on any portion of Lot 8 which lies to the south of the above described east-west fence. Landlord reserves all rights and reference herein to such Encroachments and Landlord does not waive any right or remedy to which Landlord is entitled against the encroaching party. Such Encroachments shall not constitute an impairment to the quiet title to such premises, and Tenant hereby acknowledges the existence of the existing purported encroachments of buildings and structures on said Lot 8.

4. **Prepaid Rent.** The rental for the entire term of this Lease shall be the sum of Ten Dollars (\$10.00) per year. Tenant hereby pays and Landlord hereby acknowledges receipt of the sum of Nine Hundred Ninety Dollars (\$990.00), which represents the total rental and monetary consideration to be paid by Tenant to Landlord for the entire term of this Lease.

5. **Condition of Premises.** Tenant accepts the Premises in an "AS IS" and "WITH ALL FAULTS" condition. Without limiting the foregoing, and except as expressly provided in Section 3 above, Tenant's rights in the Premises are subject to all local, state and federal laws, regulations and ordinances governing and regulating the use of the Premises and subject to all matters now of record. Landlord reserves the right to use minor portions of the Premises for access to the Encroachments if no other access point is reasonably available.

6. **Non-Barrier.** Landlord shall not place any barrier, including but not limited to curbs, fences or walls, within any portion of the Premises including along the common boundary line. Notwithstanding the foregoing non-barrier obligation, Landlord reserves the right to wall or fence off the Encroachments.

7. **Maintenance.** The parties hereby acknowledge and agree that Tenant, alone, without any right of reimbursement or claim against Landlord, shall have the sole and exclusive obligation to provide for repair, maintenance and replacement, including without limitation all capital repairs, maintenance and replacement, including further, without limitation, all repaving and restriping from time to time constituting the parking lot. Tenant assumes no maintenance obligation for the Encroachments. Any parking at the end of the Term shall not be removed by Tenant but shall become the property of Landlord. Tenant shall be responsible for all security of patrons using the parking lot. In addition, Tenant shall pay all utility costs associated with the Tenant's use of the Premises.

8. **No Assumption by Sublessor.** Anything in this Lease to the contrary notwithstanding, any Sublessor does not assume any obligations of the maintenance or repair of the Encroachments of buildings and structures on the Premises; provided, however, that the failure of Tenant to receive the rights and benefits arising from any of the duties of the Landlord under this Lease shall permit Tenant to exercise any right or remedy to which it may be entitled under applicable law.

9. **Signage.** Notwithstanding anything in this Lease to the contrary, no monument or other freestanding sign of the Tenant may be located within the Premises without the prior written consent of the Landlord. Tenant may install exclusive parking signs for the benefit of Tenant Tracts in compliance with the Casper Municipal Code.

10. **Indemnification.** Tenant hereby indemnifies and holds Landlord, its employees, officers, council members, officials, agents, and members of its boards or commissions harmless for, from and against any and all liability, damages, expense, causes of action, suits, claims or judgments arising from personal injury, death or property damage and occurring from the exercise of the rights hereunder, whether caused by Tenant, its

employees, invitees, lessees or permittees (including occupants of the Tenant Tracts), except only if caused by the grossly negligent acts, omissions or willful misconduct of the Landlord.

11. **Insurance.**

Tenant shall procure and at all times maintain with an insurer acceptable to the City the following minimum insurance protecting the Landlord 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 Tenant's use of the Landlord Property:

	<u>LIMITS</u>
A. Workers' Compensation	Statutory Limit
B. Comprehensive General Liability	\$500,000

Tenant shall provide Landlord with certificates evidencing such insurance as outlined above **prior** to taking possession of the Landlord Property. Such certificates shall provide (if commercially available) thirty (30) days advance written notice to Landlord of cancellation or non-renewal, and except for Workers' Compensation insurance, shall list the Landlord as an additional insured.

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

It is recognized by and between the parties to this Lease that the insurance requirements contained herein are the maximum liabilities which may be imposed under the Wyoming Governmental Claims Act, Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Lease, or any subsequent terms, then such insurance as outlined above from Tenant shall be amended accordingly so as to provide insurance in an amount equal to 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 Landlord having the option to immediately terminate this Lease.

The Tenant 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.

In the alternative, Tenant may use a plan of self-insurance, provided that should Tenant if it so self-insures shall notify the Landlord of its intent to self-insure and agrees to deliver to Landlord each calendar year a copy of its annual report which discloses that such Owner has \$250,000,000 of both tangible net worth and net current assets, or a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by Tenant in compliance with this Section, Tenant shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed \$15,000.00, unless Tenant complies with the requirements regarding self-insurance pursuant to the provisions contained above.

12. **Taxes.** Commencing on the second anniversary of the date of this Lease, Tenant shall pay directly to the taxing authority all real property taxes and assessments, if any. Tenant shall provide to Landlord evidence of such tax payments on demand. Also, Tenant shall pay all personal property taxes at all times. Notwithstanding the foregoing, the parties agree to equitably adjust the tax liability of the Landlord Property to allocate the tax burden between the usable portion of the Landlord Property (to be paid by Tenant) and the unusable portion (i.e., the Encroachments) (to be paid by Landlord).

13. **Amendments and Waiver.** This Lease may be amended or otherwise modified only by a writing signed and acknowledged by the Landlord and the then current fee Owner of the Tenant Tracts and of the Tenant Property, and no provision hereof may be waived except by a written instrument signed and acknowledged by such parties. No permittee or other party shall be required to join in such amendment.

14. **Collateral Assignment.** On one or more occasions Tenant may mortgage, collaterally assign or otherwise encumber Tenant's interest in this Lease and the Premises to one or more lenders pursuant to a mortgage, deed of trust, deed to secure debt, collateral assignment of lease or other security instrument by which the leasehold estate is mortgaged, conveyed, assigned, or otherwise transferred, to secure a debt or other obligation. Such lien and assignment shall be expressly permitted, but shall be subject to the terms and conditions of this Lease.

15. **Assignment; Sublease and License Successors and Assigns.** Tenant may assign or sublease its interest in the Premises to any occupant of the Tenants Tracts but shall provide written notice of such assignment or subleasing to Landlord fifteen (15) days prior to entering into such agreement. Tenant may also assign this Lease to any successor owner of the Tenant Tracts, subject to the giving the Landlord such fifteen (15) days prior notice thereof. Tenant shall otherwise not have the right to assign or sublet this Lease, the Premises or any interest therein (other than for collateral security purposes) without the prior written consent of Landlord which is not to be unreasonably withheld. This Lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and upon any person acquiring the Premises or any portion thereof, or any interest therein, whether by operation of law or otherwise.

16. **Duration of Lease.** Unless otherwise canceled or terminated, this Lease shall continue for a term of ninety-nine (99) years (the "**Term**") ending on September ___, 2112.

17. **Counterparts.** This Lease may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

18. **Entire Lease.** This Lease supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof.

19. **No Merger.** The doctrine of merger shall not apply to the leasehold estate created in this Lease.

20. **Governmental Claims Act.** Landlord 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 Landlord specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

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

22. **Choice of Law:** Wyoming State Law, without regard to choice-of-law principles, governs all matters relating to this Agreement. Any legal proceedings related to the Agreement and this Amendment will be brought in a court of competent jurisdiction, in Casper, Wyoming.

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

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

25. **Conforming Copies:** This Lease 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.

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

[Remainder of page intentionally left blank]

[Execution Pages follow]

**LANDLORD'S SIGNATURE PAGE FOR
PARKING LOT LEASE AND NON BARRIER AGREEMENT
BETWEEN THE CITY OF CASPER AND SBX HOLDING COMPANY LLC**

Approved as to Form:

William C. Luben
For: William C. Luben, City Attorney

CITY OF CASPER, WYOMING,
A Municipal Corporation:

By: _____
Kenyne Schlager, Mayor

Attest:

City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Kenyne Schlager, Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation.

Notary Public

My commission expires: _____

EXHIBIT A

TENANT TRACTS

Lots 4, 5, 6, and 7, Block 2, Liberty Addition to the City of Casper, Wyoming.

EXHIBIT B

LANDLORD PROPERTY

Lot 8, Block 2, Liberty Addition to the City of Casper, Wyoming.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AMENDED AND RESTATED REAL ESTATE PURCHASE, BUY BACK, AND LIEN AGREEMENT FOR THE SALE OF CITY-OWNED PROPERTY DESCRIBED AS LOTS 1, 2, 3, 4, 5, 6, AND 7, AND THE LEASING OF LOT 8, BLOCK 2, LIBERTY ADDITION.

WHEREAS, the City of Casper is the owner of the property located at 560, 542, 524 and 518 North Center street, described as lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 2, Liberty Addition; and,

WHEREAS, the City entered into a Real Estate Purchase, Buy Back, and Lien Agreement with SBX Holding Company, LLC (as the "Buyer"), dated May 7, 2013 (the "Agreement") for purchase of the above described real property for a use which would benefit the economic development of the municipality; and,

WHEREAS, after execution of the Agreement the parties discovered a title defect as to Lot 8 that cannot be cleared timely for the Buyer's use of the property, and the parties desire to amend the Agreement through an Amended and Restated Real Estate Purchase, Buy Back, and Lien Agreement for the Sale of City-Owned Property Described As Lots 1, 2, 3, 4, 5, 6, and 7, and for the leasing of Lot 8, Block 2, Liberty Addition; and,

WHEREAS, the City held a public hearing pursuant to W.S. § 15-1-112(b)(i)(D) whereby the Casper City Council found that the sale of this real property will benefit the economic development of the City of Casper, Wyoming; and,

WHEREAS, the City Council finds that the Amended and Restated Agreement and Lease as described above should be approved.

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, an Amended and Restated Real Estate Purchase, Buy Back, and Lien Agreement, a separate Lease Agreement when appropriate, and necessary warranty deeds for the sale of the above described real property to SBX Properties, LLC pursuant to the terms of said Agreement.

BE IT FURTHER RESOLVED: that William C. Luben, as the City Attorney or his designee is hereby authorized to close the transactions as set forth in the above described Amended and Restated Agreement and to sign any and all documents as are necessary to close on and complete the sales of the above described real property by the City of Casper, Wyoming.

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

APPROVED AS TO FORM:



FOR: BILL LUBEN

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Kenyne Schlager
Mayor

Memorandum

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

FROM: John C. Patterson, City Manager 

DATE: September 13, 2013

SUBJECT: Authorization for Contested Case Proceeding and Associated Costs

Synopsis:

The City Manager's Office received a letter complaint with attachments dated August 29, 2013, concerning a City Councilman. The allegations raise matters that, if true, are potential violations of statutes and City ordinances.

Background:

Potential Laws Violated

Wyo. Stat. § 15-1-127(b)(i)(F) states that a "qualified member" [that means any member of a governing body who was elected in accordance with the applicable provisions of law] "shall not act, directly or indirectly, for the governing body in inspection, operation, administration or securing performance under the contract in which he or any member of his immediate family may receive any monetary or other economic benefit."

Wyo. Stat. § 15-1-127(d) provides that "no qualified member of the governing body, officer or employee may receive any pay or perquisites from the City other than his salary for any work coming within the scope of his duties as provided by ordinance and the law."

Wyo. Stat. § 15-1-128(a) provides:

No officer or employee of any city or town shall:

(i) solicit or receive any pay, commission, money or thing of value or derive any benefit, profit or advantage, directly or indirectly, from or by reason of any improvement, alternation or repair required by authority of

the city or town, or any contract to which it is a party, except as lawful compensation as an officer or employee and except as otherwise provided in W.S. 15-1-127(b) and (c).

Wyo. Stat. § 15-1-128(b) provides:

Any officer or employee who violates this section shall be subject to removal from his position or other disciplinary action after hearing.

Chapter 2.60, Public Service Code of Ethics for the City of Casper, Its Employees and

Public Officials. [“Public official” means every elected councilman].

Section 2.60.030(a) provides standards for conduct of duties. It provides, in part: “Public officials and employees are agents of public purpose and hold office for the benefit of the public . . . their conduct in both their official and private affairs should be above approach.”

Section 2.60.030(b) provides:

Public officials and employees shall conduct their official duties with integrity, impartiality and in the public interest. They shall also conduct both their official and private affairs so as not to give a reasonable basis for the impression that any such official or employee can be improperly influenced in the performance of their official duties. Such official or employee shall conduct themselves as to maintain public confidence in their public trust and in the city. They should not be a source of embarrassment to the city and should avoid even the appearance of both actual and potential conflict between their public duties and private interests.

Section 2.60.060(a), Conflict of Interest, states:

Any councilman or other official or employee who has a substantial or controlling financial interest in any business entity, transaction or contract with the city . . . shall disclose such interest in any manner on which they may be called to act in their official capacity. They shall refrain from voting up or otherwise participating in the transaction or the making of such contract or sale.

Section 2.60.060(c) provides:

Any official or employee who has a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties in the public interest or would intend to impair his or her independence of judgment of action in the performance of his or her official duties, and who participates in discussion with or gives an official

opinion to the council, shall disclose on the records of the council or other appropriate authority the nature and extent of such interests.

Section 2.60.100(c), Enforcement, provides:

Violation of any provision of this Code of Ethics should conscientious questions for the councilmen or other official or employee concern as to whether voluntary resignation or other action is indicated to promote the best interests of the city. Violations by an appointed official, employee or councilman, may result in discipline up to and including termination or constitute a reason for suspension, removal from office or employment or other disciplinary action at the discretion of the appointing authority.

Procedure

Section 2.64.010, Authorization, states: “Any city councilman may be removed from office, for cause, by a vote of two-thirds majority of members of the city council. The city council shall follow the procedure set forth in Section 2.64.020 of this chapter in removing any such appointee or councilman.”

Section 2.64.020, Procedure, states:

City council shall follow the hearing procedures of a contested case pursuant to the Wyoming Administrative Procedures Act (W.S. 16-3-101, et. seq.) in any removal proceeding pursuant to Section 2.64.010 of this chapter. However, such decision of the city council shall not be appealable.

Wyo. Stat. § 16-3-107 sets forth the general procedure for contested cases.

Recommendation:

Authorize the institution of a contested case proceeding together with authorization for the City Manager to hire counsel to proceed with this matter and an independent hearing officer to oversee the procedure and assist counsel.

July 2, 2013

MEMO TO: John Patterson, City Manager

FROM: Doug Follick, Leisure Services Director 

SUBJECT: Reject All Bids
2013 Hogadon Chairlift Drive and Control System Project 

Recommendation:

That Council, by minute action, reject all bids submitted for the 2013 Hogadon Chairlift Drive and Control System Project.

Summary:

On Friday, August 24, 2013, one (1) bid was received to rebuild the drive and control system on the yellow chairlift at Hogadon. The bid received for this work follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Bald Eagle Ropeway Group Inc	Boise, ID	\$210,000

The estimate prepared by City staff was \$160,000.

This project includes rebuilding the chairlift electrical drive and control system.

It is recommended that this bids be rejected as it exceeds the estimate and the available budget. The City will bid the project again later this fiscal year.

September 17, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Doug Follick, Leisure Services Director
Andrew Beamer, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer
SUBJECT: Reject Bids for the Mike Sedar Pool Project

Recommendation:

That Council, by minute action, reject the bid from Caspar Building Systems, Inc., for the Mike Sedar Pool Project No. 13-07B.

Summary:

On Friday, September 6, 2013, one (1) bid was received for the reconstruction of Mike Sedar Pool from Caspar Building Systems, Inc. The bid follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL BASE BID</u>
Caspar Building Systems, Inc.	Casper, WY	\$5,315,799

Three (3) alternate bids for a water slide, splash pad and splash pad treatment system were submitted by Caspar Building Systems for a total of \$557,025.

Ohlson Lavoie Collaborative (OLC) is under contract with the City for design and construction administration of this project. The estimated construction cost for the base bid from OLC was \$1,641,000. The total estimated construction cost from OLC for the three alternate bids was \$464,000.

The Mike Sedar Pool Project will re-bid with completion extended to the summer of 2014 in anticipation of receiving competitive bids.

August 28, 2013

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director
Jason C. Shellabarger, Fleet Maintenance Manager
SUBJECT: Purchase of Four New Ford Interceptor Sedans

Recommendation:

That Council, by minute action, authorize a purchase from Greiner Motor Company, of Casper, Wyoming, in the amount of \$99,408 before trade-in allowance, for four (4) 2014 Ford Interceptor sedans. These vehicles will be used in the Patrol Division of the Casper Police Department.

Summary:

Sealed bids for four (4) new Ford Interceptor sedans were received on August 26, 2013. One bid was supplied by a local dealer. The bid is as follows:

<u>Bid Item</u>	<u>Mileage</u>	<u>Base Cost</u>	<u>Vendor</u>	<u>Trade-in Value</u>	<u>Cost</u>
'14 Ford Interceptor sedans	New	\$24,852 ea.	Greiner Motors	\$15,727	\$83,681

Greiner Motors of Casper, Wyoming, was the only vendor to respond to the advertisement for bid and submit a proposal. These sedans meet the specifications and make this the recommended purchase by City staff. These four (4) sedans will replace unit #'s 101130, 101131, 101139, and 101160.

This purchase is funded through the Casper Police Department's capital equipment replacement budget for FY14.

August 28, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Rick Harrah, Public Services Director 
David W. Hill, P.E, Public Utilities Manager 
SUBJECT: Casper Public Utilities Advisory Board Appointment

Recommendation:

That Council, by minute action, appoint Richard A. Jay to the Casper Public Utilities Advisory Board, to a term ending December 31, 2019.

Summary:

The Casper Public Utilities Advisory Board has a vacancy on its Board, due to the expired term of Fred Bruner, who is not eligible for reappointment.

At its August 28, 2013 meeting, the members of the Board recommended that Richard A. Jay be appointed to the Board to fill the term ending December 31, 2019. Mr. Jay has an extensive background in accounting, budgeting, and financial analysis and will bring invaluable expertise and background to the Board.

Attached is a copy of Mr. Jay's application request.

Richard A. Jay
1037 S. Lincoln St.
Casper, Wyoming 82601
(307) 259-5221

August 14, 2013

Mr. David W. Hill, P.E.
Public Utilities Manager
City of Casper Wyoming
200 N. David St.
Casper, WY 82601

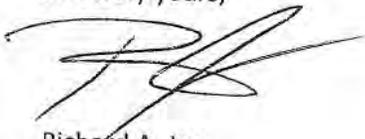
RE: Public Utilities Advisory Board

Dear Mr. Hill;

Please consider me for a vacancy on the City of Casper's Public Utilities Advisory Board. I have attached a copy of my resume for your review. I believe my financial background would be of benefit to the board and to the City of Casper.

Please contact me at the telephone number given above for any questions you may have.

Sincerely yours;

A handwritten signature in black ink, appearing to be 'RJ', written over a light blue horizontal line.

Richard A. Jay

Agenda Item
6

PROFILE

- Effective team-building, managerial and start-up skills. Accounting, budgeting and financial analysis background with history of implementing operational efficiency improvements. Sales and customer service driven. History of training and mentoring staff.

EDUCATION

- **Masters in Business Administration**, June 1979
Harvard Graduate School of Business, Boston, Massachusetts
- **Bachelors of Science in Business Administration**, May 1975
University of Denver, Denver, Colorado
 - Magna Cum Laude
 - Theodore H. Cutler Award for outstanding scholastic achievement
 - Administrative Management Recognition Award
- **Associates of Science in Business Administration**, June 1973
Casper College, Casper, Wyoming
 - Wall Street Journal Student Achievement Award

EMPLOYMENT

Senior Vice President, 2006-2013

Jonah Bank of Wyoming, Casper, Wyoming

- Responsible for the start-up and administration of the bank's mortgage originations functions, secondary marketing, quality control program, loan origination software, investor relations and hiring and training of staff. Commercial and construction lending responsibilities. Managed Casper West branch of the bank.

Vice President, Residential Lending Product Manager, 2005-2006

First Interstate Bank, Casper, Wyoming

- Responsible for administration of the banks residential lending activities, including products, training, secondary marketing, mortgage loan servicing, software system administration and quality control. Annual production volume of conventional, FHA & VA loans of over \$600,000,000. Loan Servicing Volume of \$2,150,000,000.

Vice President, Manager of Real Estate Lending, 1999-2005

First Interstate Bank, Casper, Wyoming

- Hired to rebuild residential lending function for Casper, Wyoming location. Hired and trained new personnel. Established and implemented new procedures and systems. Additional responsibility for First Interstate BankSystem's secondary marketing and loan servicing functions.

Branch Manager and CFO, 1995-1999

Perigon Medical Distribution Corp., Casper, Wyoming

- Responsible for all financial statement preparation and tax returns. Other duties included overseeing customer service, purchasing, accounts receivables and warehouse personnel and functions. Negotiated contracts with vendors. Sales responsibility for Lander, Riverton and Sheridan Wyoming markets.

Vice President, Regional Lending Manager / Real Estate Financing Division , 1980-1995

First Interstate Bank, Casper, Wyoming

- Residential Lending Manager for Colorado, Wyoming, New Mexico and Southern Arizona. Directed activities of Residential Loan Representatives in origination and processing of residential mortgage loans. Responsible for management of income property, construction, residential lending, mortgage loan servicing and escrow administration departments.

COMMUNITY

- Casper Rotary Club
- Casper Area Community Foundation
- Wyoming Housing Network
- Central Wyoming Council Boy Scouts of America
- Co-Founder of the Casper Luncheon Optimist Club
- Graduate of Leadership Wyoming

REFERENCES

Available upon request

1037 South Lincoln · Casper, Wyoming · 82601
Phone (307)259-5221 · Email djaywyo@gmail.com