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Accepting the Resignation of M. Hilery Lindmier and Appointing Megan M. Eding to the Historic Preservation Commission to fill the remainder of the term.

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REGULAR COUNCIL MEETING
Tuesday, February 4, 2014
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JANUARY 21, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 31, 2014

4. CONSIDERATION OF BILLS AND CLAIMS

5. PUBLIC HEARING

A. Resolution

1. Fiscal Year 2013-2014 **Budget Adjustments.**

6. THIRD READING ORDINANCES

A. Consideration of a Plat of a Portion of SE1/4SW1/4, SW1/4SE1/4, NE1/4SE1/4 and SE1/4SE1/4 Section 13, and NE1/4NW1/4 and NW1/4NE1/4 Section 24, T33N, R79W, 6th P.M., Natrona County Wyoming, to Create **Gosfield Village Addition No. 4**, and Accompanying PUD Site Plan, Generally Located North of **Country Club Road** and West of Ardon Lane.

1. Dennis Bay
2. Bob Bailey
3. Bryce Row

B. Consent

1. Consideration of a Replat of The Heights Addition, Lots 15 & 16, Block 4, and Plat Portion of the SE1/4SW1/4, SW1/4SW1/4, Section 8, T33N, R78W, 6th P.M., Natrona County, Creating **The Heights Addition No. 2**, Generally Located Southwest of the Intersection of **Venture Way and Morado Drive.**
2. Consideration of a Zone Change of the South 52 ½ feet of the East 90 Feet of Lot 8, Block 2, **Beverly Addition**, and the 17'6" of Vacated Beverly Street Adjacent to and East of the 52 ½ Feet of the East 90 Feet of Lot 8, Block 2, Beverly Addition, Located at **162 South Beverly Street**, From R-2 (One Unit Residential) to C-2 (General Business).
3. Amending Certain Sections of Chapter 5.08 of the **Casper Municipal Code**, Pertaining to **Alcoholic Beverages and Associated Demerits.**
4. Amending Certain Sections of Chapter 6.04 of the **Casper Municipal Code**, Pertaining to **Animal Tethering.**

7. SECOND READING ORDINANCE

A. Consent

1. Consideration of Zone Change of Lot 1 and Tract A of the **Betty Luker Parkway Campus**, Lot 1 Addition to the City of Casper, Located at **5725 Highland Drive**, From HM (Hospital Medical) to C-2 (General Business).

8. RESOLUTIONS

A. Consent

1. Declaring Certain City-Owned Property as **Surplus Property**, and **Authorizing Sale of Same to the Highest Bidder**.
2. Authorizing Contract for Professional Services with **Stantec Consultants**, in the Amount of \$450,000, for Design and Construction Administration for the **North Platte River Restoration**.
3. Authorizing Amendment for Administrative Services Agreement with **CNIC Health Solutions, Inc.** (CNIC) for Provision of Services related to the **City of Casper Health Benefit Plan**.
4. Authorizing Professional Service Contract with **Sterling Infosystems** for Provision of **Background Screening Services**.
5. Authorizing a Memorandum of Understanding (MOU) for the **Adoption of Street Naming and Address Assignment Standard Operating Procedures** for the **Natrona Regional Geospatial Cooperative (NRGC)**, between Natrona County, City of Casper, Town of Mills, Town of Evansville and the Town of Bar Nunn.
6. Authorizing Adoption of **Appendix 1 of the Procurement, Financial and Other Policies Manual** for **Procurements Using Federal Transit Administration Dollars**.
7. Expressing Support of the **Infrastructure Grant Application** and Requesting the **State Land Investment Board** to Reconsider their Decision.

9. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of one (1) new **John Deere Gator TS** from Stotz Equipment of Casper, Wyoming, in the amount of \$6,925.80, before trade in, to be used in the **Waste Water Treatment Plant Division** of the Public Services Department.
2. Authorizing the Purchase of one (1) **Ford F-150 Extended Cab Pick-up**, by the state bid process from Greiner Motor Company-Casper, in the Amount of \$26,331, with options, before trade-in, to be used in the **Metro Animal Control Division** of the Casper Police Department.
3. Accepting the **Resignation of M. Hilery Lindmier** and **Appointing Megan M. Eding** to the **Historic Preservation Commission** to fill the remainder of the term.

10. COMMUNICATIONS

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

12. ADJOURNMENT

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
 Casper City Hall – Council Chambers
 January 21, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, January 21, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer. Absent: Councilman Hedquist.

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

Brothers Dorian and Julien Layton, having spent the day as honorary Chief and Captain of the Casper Police department, completed their day by assisting the Mayor with the Pledge of Allegiance.

Moved by Councilman Schlager, seconded by Councilman Cathey, to, by minute action, approve the minutes of the January 7, 2014, regular Council meeting, as published in the Casper-Star Tribune on January 20, 2014. Passed.

Moved by Councilman Hopkins, seconded by Councilman Sandoval, to, by minute action, approve payment of the January 21, 2014, bills and claims, as audited by City Manager Patterson. Passed with no abstentions.

Bills & Claims
 01/21/14

1stDat	SRVC	\$86.63
71Constr	SRVC	\$364,639.55
AAASwr	SRVC	\$95.00
AASLH	Dues	\$115.00
ABeamer	Reimb	\$81.00
ABrady	Refund	\$20.58
AceNetting	Supp	\$134,596.00
ActnGlss	SRVC	\$2,120.82
Adamson	Supp	\$7,725.00
AffCounsel	SRVC	\$450.00
AHarvey	Refund	\$57.51
AirCycleCorp	Parts	\$260.00
Airgas	Supp	\$889.81
AllCreatures	SRVC	\$190.45
AlliedIns	Ins	\$150.00
Altitude	SRVC	\$216.64
Ambi	Mailing	\$386.01
AmerEagle	SRVC	\$975.00
Amerigas	Supp	\$117.83
AmerLinen	Laundry	\$1,464.35
AmerTitle	Reports	\$170.00

AmTech	Body	\$467.37
Appaloosa	Ads	\$64.00
Arcadis	SRVC	\$14,822.03
Arrowhead	SRVC	\$408.00
AsscMPO	Seminar	\$387.29
AT&T	SRVC	\$27.10
AT&TMobility	SRVC	\$40.29
AtlasRep	SRVC	\$12.00
AtlntcElct	SRVC	\$3,642.49
AtoZ	Towing	\$161.00
Blfill	SRVC	\$5,218.80
Bntz	Fuel	\$738.97
Boys&GirlsClubs	FUNDING	\$1,000.00
BradHall	Supp	\$614.67
BWahilani	Refund	\$12.16
BWhalen	Refund	\$150.00
CampbellPet	Supp	\$871.77
CapBusSys	Lease	\$20.00
CaraEnt	Supp	\$150.00
CConner	Reimb	\$94.47
Cec	SRVC	\$2,647.75
Charter	SRVC	\$450.00
CityPolice	Supp	\$597.65
CityTowing	Towing	\$190.00
CivilEngPro	Misc	\$14,471.30
CMcaulay	Refund	\$30.02
CMITeco	Supp	\$185.04
CmptrPros	Supp	\$2,119.60
Cmtrnx	SRVC	\$257.00
CNICHealthSol	Claims	\$19,829.55
CntrlWyRgnWtr	SRVC	\$275,406.29
Cntrylnk	SRVC	\$609.95
CoastalChem	Fuel	\$328.69
CofCsp	Misc	\$12,024.43
CommTech	Supp	\$1,176.00
CompVillage	SRVC	\$139.00
CowboyAutoSpa	SRVC	\$29.69
CowboyState	Equip	\$103.78
CPina	Refund	\$8.35
Cpu	SRVC	\$108.64
CspAreaChmb	FUNDING	\$10,819.00
CspFire	SRVC	\$73.50
CspPetrCl	SRVC	\$89.04
CsprSafety	SRVC	\$750.00
CVega	Refund	\$21.50
DashMed	Supp	\$182.70

Dell	Tech	\$328.92
Directv	SRVC	\$111.28
DltDntlPln	Claims	\$28,704.14
DOliver	Refund	\$48.55
DPaul	Refund	\$47.49
DPC	Supp	\$5,413.12
DrvTrain	Parts	\$75.74
DsrtMtnCorp	Supp	\$77,516.71
EBecher	Reimb	\$197.00
EcolabPest	SRVC	\$72.45
ELemm	Refund	\$46.40
Elert&Assoc	SRVC	\$3,503.30
EnrgyLab	Tests	\$9,714.00
EntenmnnRovn	Parts	\$346.00
EstgateTrav	Supp	\$68.77
Eurofins	SRVC	\$100.00
FehrPeers	SRVC	\$23,061.44
FIBPettyCsh	FUNDING	\$405.00
FrstIntrst	SRVC	\$75.00
FtCasparMsmAssoc	Ad	\$1,800.00
FwdDev	SRVC	\$13,268.00
Galls	Uniforms	\$330.00
GFordahm	Refund	\$15.55
Globalstar	Supp	\$116.22
Grainger	Supp	\$1,627.42
GreensSewer	Parts	\$98.00
Greiner	Supp	\$116.55
GSGArchitecture	SRVC	\$12,341.12
HartzTowing	Towing	\$470.00
HighPlainsConst	Supp	\$7,411.32
Hllcrst	Water	\$130.75
Homx	Fuel	\$78,203.64
HonCo	Supp	\$1,926.53
Honnen	Supp	\$567.00
Hose&Rbr	Supp	\$364.32
HumanSvcsComm	FUNDING	\$72,791.50
Icma	Dues	\$200.00
InbrgMlr	Tests	\$948.50
Instll&Svc	SRVC	\$265.00
InstTrnsprtnEng	Lodging	\$281.28
JBake	Reimb	\$247.00
JCarothers	Refund	\$20.07
JcksTrck	Supp	\$105,000.00
JElliott	Reimb	\$1,653.09
JFernau	Reimb	\$13.30
JhnsnCtrls	Misc	\$921.85

JKC	SRVC	\$895.00
JPCookeCo	Supp	\$776.46
JShepherd	Refund	\$1,529.52
JThompson	Refund	\$220.88
JTL	SRVC	\$161.09
JWashechek	Refund	\$59.67
KBurrier	Refund	\$23.14
KCrowell	Reimb	\$193.77
Keeplan	Supp	\$3,045.00
KKing	Reimb	\$39.00
KKofakis	Reimb	\$47.25
KSchlager	Reimb	\$208.66
KTED	Ads	\$995.00
KZQL	Ads	\$830.00
LeppertAssoc	SRVC	\$1,626.85
LINA	SRVC	\$283.75
Long	Maint	\$16,425.56
MadTrans	Towing	\$250.00
MargicCarpetLifts	Equip	\$96,155.00
Mastercard	SRVC	\$2,887.76
MaxFire	Supp	\$285.00
MBlythe	Refund	\$32.85
McDonalds	Refund	\$900.00
McMrry	Concrete	\$524.99
Mcrsft	Subscrip	\$1,932.00
MEllis	Refund	\$31.67
MerbackAward	SRVC	\$137.65
Metech	SRVC	\$3,949.32
MichlFnce	Supp	\$35.68
MncplEmrgncy	SRVC	\$1,224.99
ModernElect	Reprs	\$68.00
MotionInd	Supp	\$910.25
Motorola	Supp	\$5,029.97
MrcrHse	FUNDING	\$150,000.00
MtnStsLthgr	Supp	\$109.75
NAPA	Parts	\$41.10
NCSheriffsOffice	FUNDING	\$7,500.00
NDresang	SRVC	\$1,500.00
Nevs	Uniforms	\$1,828.11
Norco	Supp	\$334.79
NPrkTrnsprtion	Shipping	\$98.45
NtlLgueCities	Travel	\$4,467.00
OR-CATrlsAssoc	Dues	\$60.00
ParamntCnst	SRVC	\$2,840.20
PblcTech	SRVC	\$25,000.00
PCardVend	SRVC/SUPP	\$197,519.27

PeaksToPlains	SRVC	\$19,243.80
PersonnelEval	SRVC	\$40.00
PhippsConst	SRVC	\$40,000.00
PrecisionMeas	SRVC	\$70.00
PrevMgt	Refund	\$1,473.33
PurchAdv	Supp	\$50.95
QualityOfficeSol	Supp	\$1,927.98
RHadlock	Refund	\$6.17
RHieb	Reimb	\$25.00
Ricoh	SRVC	\$31.35
RMI	Supp	\$22.22
RMorrison	Refund	\$442.24
RMPwr	SRVC	\$49,267.03
Ropeway	SRVC	\$6,403.18
RotaryClub	Dues	\$207.00
RotoRooter	SRVC	\$1,759.40
RRMgmt	SRVC	\$146.16
RSchwahn	SRVC	\$300.00
RspndFstAd	Supp	\$212.81
RSVet	Supp	\$223.20
SFreel	Reimb	\$324.90
SGiorgi	Reimb	\$46.07
SHarshman	Refund	\$46.04
SheetMtl	Supp	\$286.90
SJohnson	Reimb	\$115.16
SNunn	Reimb	\$125.97
Solarwinds	SRVC	\$6,000.00
SSzewczyk	Reimb	\$372.00
StarTribune	Ads	\$3,258.70
StllrPrgm	SRVC	\$4,592.50
Stotz	Equip	\$146.70
SuperSuds	SRVC	\$158.60
TAnderson	Reimb	\$75.00
TDach	Reimb	\$19.00
Terracon	Supp	\$2,970.00
TetraTech	SRVC	\$933.00
THockaday	Reimb	\$54.52
TireDist	SRVC	\$323.50
TLO	SRVC	\$111.25
TooleDesign	SRVC	\$6,430.06
TopOff	SRVC	\$240.59
TretoConst	SRVC	\$9,522.00
UPS	Shipping	\$374.13
UrgentCare	SRVC	\$630.00
Verizon	SRVC	\$2,965.68
VermeerSales	Supp	\$8,744.02

WardrobeClnrs	SRVC	\$146.10
WardwellWtr	SRVC	\$15.40
WBates	Refund	\$54.83
Wear	Parts	\$122.85
WolfGang	SRVC	\$3,833.33
WrldWsh	Supp	\$1,385.00
WstrnId	Supp	\$3,150.00
WstrnPlnsEng	Supp	\$407.50
WstrnWtrCons	SRVC	\$1,292.25
WyDeptRev	Tax	\$6,696.75
WyGeospatial	SRVC	\$20.00
WyMach	Parts	\$6,135.95
WyStl	Supp	\$15.00
	Total	\$2,064,328.85
Exceptions Payroll		\$23,408.95
Benefits & Deductions		\$2,828.03
Fire Payroll		\$166,606.09
Benefits & Deductions		\$30,563.96
	Total	\$223,407.03

Mayor Meyer opened the public hearing for the consideration of the transfer of ownership of Restaurant Liquor License #2, from Wagons West Real Estate Holding, LLC, to Wagons West Management LLC, d.b.a. Pizza Ranch, located at 5011 East 2nd Street.

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

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

Moved by Councilman Powell seconded by Councilman Hopkins, to, by minute action, authorize the transfer of ownership of Restaurant Liquor License No. 2. Motion passed unanimously.

Mayor Meyer opened the public hearing for the consideration of a zone change at 5725 Highland Drive.

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

Speaking in support was: Robert Shade, member of the Highland Park Church Board of Trustees.

There being no others to speak for or against the issues involving a zone change at 5725 Highland Drive, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 5 -14
AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT
1, AND TRACT A OF THE BETTY LUKER PARKWAY
CAMPUS, LOT 1 ADDITION SUBDIVISION IN THE CITY OF
CASPER, WYOMING.

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

Councilman Powell recused himself from the discussion and left the room.

Following ordinance read:

ORDINANCE NO. 30 -13
AN ORDINANCE APPROVING THE GOSFIELD VILLAGE
ADDITION NO. 4 SUBDIVISION AGREEMENT AND THE
FINAL PLAT AND ACCOMPANYING SITE PLAN OF
GOSFIELD VILLAGE ADDITION NO. 4, COMPRISING 47.14
ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of Gosfield Village
Addition No. 4, creating 89 lots (the "plat "); and,

WHEREAS, the plat consists of previously unplatted land located within the Centennial
Hills PUD (Planned Unit Development); and,

WHEREAS, the Centennial Hills PUD guidelines require the submittal of an
accompanying site plan at the time a new "village" is platted; and,

WHEREAS, the applicant has submitted a site plan for approval, in conjunction with the
plat, as required; and,

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

WHEREAS, the plat and accompanying site plan require 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 the City Council approve, with conditions, the request to
plat the above referenced property; and,

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Gosfield Village Addition No. 4 Subdivision Agreement.

SECTION 2:

That the final plat and accompanying site plan of the Gosfield Village Addition No. 4 are hereby approved under terms and conditions of the Gosfield Village Addition No. 4 Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 17th day of December, 2013.

PASSED on 2nd reading the 7th day of January, 2014.

Council Hopkins presented the foregoing ordinance for adoption, on third reading. Seconded by Councilman Bertoglio.

Citizens addressing Council were Peg Ingram, 1720 Clifton Court and Bob Bailey, 2800 Ardon Lane.

Moved by Councilman Goodenough, seconded by Councilman Sandoval, to suspend the rules of Council to allow Rocky Eades, 6900 Casper Mountain Road, to address Council.

Ken Bell, 2862 Ardon Lane addressed the Council.

Moved by Councilman Goodenough, seconded by Councilman Sandoval, to suspend the rules of Council to allow Bob Bailey to address the Council again.

Moved by Councilman Sandoval, seconded by Councilman Goodenough, to table consideration of this ordinance until the February 4th Council meeting. Councilmen Cathey, Goodenough, Sandoval and Schlager voted aye, and Councilman Bertoglio, Hopkins and Mayor Meyer voted nay. Passed. Further discussion of this matter will be held at the January 28th Council work session.

Councilman Powell returned to the meeting.

Following ordinance read:

ORDINANCE NO. 29 -13
AN ORDINANCE APPROVING THE FINAL PLAT OF THE
OYD NO. 2 SUBDIVISION, COMPRISING 22,900 SQUARE
FEET, MORE OR LESS.

WHEREAS an application has been made for final plat approval of the OYD No. 2 Subdivision, creating two (2) lots (the "plat "); and,

WHEREAS, the plat consists of previously unplatted land being a portion of the SE1 /4NW1 /4 of Section 9, T.33N., R79W., 6 P.M. Natrona County, Wyoming; and,

WHEREAS, the plat 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 the City Council approve the request to plat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described 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 OYD No. 2 Subdivision is hereby approved.

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 17th day of December, 2013.

PASSED on 2nd reading the 7th day of January, 2014.

Council Powell presented the foregoing ordinance for adoption, on third reading. Seconded by Councilman Bertoglio. Passed.

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

ORDINANCE NO. 1-14

AN ORDINANCE APPROVING THE HEIGHTS ADDITION NO. 2 SUBDIVISION AGREEMENT, AND THE FINAL PLAT OF THE HEIGHTS ADDITION NO. 2, COMPRISING 15.44-ACRES, MORE OR LESS.

ORDINANCE NO. 2-14

AN ORDINANCE APPROVING A ZONE CHANGE FOR THE SOUTH 52 ½ FEET OF THE EAST 90 FEET OF LOT 8, BLOCK 2, BEVERLY ADDITION, AND THE 17'6" OF VACATED BEVERLY STREET ADJACENT TO AND EAST OF THE 52 ½ FEET OF THE EAST 90 FEET OF LOT 8, BLOCK 2 BEVERLY ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

ORDINANCE NO. 3-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 5.08, AND OMITTING SECTION 5.08.420, OF THE CASPER MUNICIPAL CODE PERTAINING TO ALCOHOLIC BEVERAGES.

ORDINANCE NO. 4-14
AN ORDINANCE AMENDING CERTAIN SECTIONS OF
CHAPTERS 6.04 OF THE CASPER MUNICIPAL CODE
PERTAINING TO ANIMALS.

Councilman Hopkins presented the foregoing ordinances for adoption, on second reading, by consent agenda. Seconded by Councilman Schlager. Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-5

A RESOLUTION AUTHORIZING FLEXIBLE BENEFITS PLAN THROUGH NATIONAL BENEFITS SERVICES (NBS), LLC.

RESOLUTION NO. 14-6

A RESOLUTION AUTHORIZING AMENDMENT FOR ADMINISTRATION SERVICES AGREEMENT WITH DELTA DENTAL FOR PROVISION OF SERVICES RELATED TO THE CITY OF CASPERS DENTAL PLAN.

RESOLUTION NO. 14-7

A RESOLUTION AUTHORIZING A THREE YEAR CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND SALTUS TECHNOLOGIES FOR THEIR DIGITICKET ELECTRONIC TICKETING SOLUTION.

RESOLUTION NO. 14-8

A RESOLUTION RESCINDING RESOLUTION NO. 13-69 AND ESTABLISHING FEES FOR USE OF THE CASPER MUNICIPAL GOLF COURSE.

RESOLUTION NO. 14-9

A RESOLUTION APPROVING SECOND AMENDMENT TO THE AMOCO PROPERTY REUSE JOINT POWERS AGREEMENT BETWEEN NATRONA COUNTY, WYOMING AND THE CITY OF CASPER, WYOMING.

RESOLUTION NO. 14-10

A RESOLUTION AUTHORIZING THE APPROVAL OF A LICENSE AGREEMENT BETWEEN THE CITY OF CASPER, WYOMING AND THE AMOCO REUSE AGREEMENT JOINT POWERS BOARD FOR USE OF CITY RIGHT-OF-WAY.

RESOLUTION NO. 14-11

A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

RESOLUTION NO. 14-12

A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

RESOLUTION NO. 14-13

A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

RESOLUTION NO. 14-14

A RESOLUTION AUTHORIZING A CONTRACT WITH INFORMATION SYSTEMS CONSULTING, INC. TO PROVIDE SERVICES AND EQUIPMENT TO MOVE EXISTING DISPATCH CENTER PHONE POSITIONS AND ADD A SEVENTH (7TH) DISPATCH PHONE POSITION IN THE NEW DISPATCH FACILITY.

RESOLUTION NO. 14-15

A RESOLUTION AUTHORIZING A CONSENT AGREEMENT FOR LICENSE AGREEMENT BETWEEN THE CITY OF CASPER AND AT&T MOBILITY II,LLC.

RESOLUTION NO. 14-16

A RESOLUTION ACCEPTING AN EASEMENT FROM GRANITE PEAK PROPERTIES, LLC, FOR INSTALLATION OF A WATER MAIN ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 14-17

A RESOLUTION AUTHORIZING AN OUTSIDE-CITY WATER SERVICE CONTRACT WITH SHAWN J. FINK.

RESOLUTION NO. 14-18

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR THE CASPER RAW WATER IRRIGATION SYSTEM IMPROVEMENTS PROJECT.

RESOLUTION NO. 14-19

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING SURVEYING AND PLANNING FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE HIGHLAND PARK AND FOREST DRIVE STORMWATER DETENTION PONDS PROJECT.

RESOLUTION NO. 14-20

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE STATE SMALL BUSINESS CREDIT INITIATIVE/LARAMIE CONSORTIUM OF PARTICIPATING MUNICIPALITIES DECEMBER 31, 2013 CERTIFICATION ON USE-OF-ALLOCATED FUNDS.

RESOLUTION NO. 14-21

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING BUSINESS COUNCIL COMMUNITY ENHANCEMENT GRANT PROGRAM.

Councilman Bertoglio presented the foregoing seventeen (17) resolutions for adoption. Seconded by Councilman Sandoval. A vote on the resolutions resulted in all ayes, except Councilmen Cathey voted nay on Resolution No. 14-9 and Councilmen Goodenough voted nay on Resolution No. 14-8 and Resolution No. 14-20. Passed.

Moved by Councilman Hopkins, seconded by Councilman Schlager, to, by minute action: authorize the purchase of two (2) extrication combination tools from Santiam Emergency Equipment, Inc., in the amount of \$22,474.30, to be used by the Casper Fire-EMS Department; authorize the purchase of seven (7) thermal imaging cameras from Infrared Systems Group, in the Amount of \$53,200, to be Used by the Casper Fire-EMS Department; and authorize the purchase of eight (8) Ford vehicles from Greiner Motor Company-Casper, in the amount of \$186,875, to be used in the Public Services Department and the Casper Police Department.

Passed.

Charlie Lake, 227 North Beech Street, addressed the Council.

Councilman Goodenough requested further information regarding the traffic study for the proposed Starbucks on North Center Street. He also expressed concern about transparency and the process to move items forward from work sessions to Council meetings.

Councilman Cathey noted that further discussion of the notification radius for public hearings is warranted.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, January 28, 2014, and at 7:00 a.m., Friday, January 31, 2014, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, February 4, 2014, in the Council Chambers.

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

The meeting was adjourned at 7:40 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

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

13-12-712 POSTAGE	\$0.55		
	\$0.55	Subtotal for Dept.	Balefill
13-12-714 POSTAGE	\$20.79		
	\$20.79	Subtotal for Dept.	Engineering
13-12-716 POSTAGE	\$294.49		
	\$294.49	Subtotal for Dept.	Finance
13-12-721 POSTAGE	\$8.93		
	\$8.93	Subtotal for Dept.	Metro Animal
13-12-188 POSTAGE	\$79.15		
13-11-408 POSTAGE	\$48.85		
13-11-169 POSTAGE	\$68.32		
13-12-723 POSTAGE	\$259.65		
	\$455.97	Subtotal for Dept.	Municipal Court
13-12-725 POSTAGE	\$4.41		
	\$4.41	Subtotal for Dept.	Parks
13-12-729 POSTAGE	\$1.09		
	\$1.09	Subtotal for Dept.	Refuse Collection
13-12-193 POSTAGE	\$11.07		
	\$11.07	Subtotal for Dept.	Streets
	\$797.30	Subtotal for Vendor	

ADBAY.COM

6094 CASPER COMMUNITY BRANDING PROJ	\$11,113.54		
6165 CASPER COMMUNITY BRANDING PROJ	\$936.30		
6125 CASPER COMMUNITY BRANDING PROJ	\$3,355.00		
6010 CASPER COMMUNITY BRANDING PROJ	\$16,000.00		
	\$31,404.84	Subtotal for Dept.	Council
	\$31,404.84	Subtotal for Vendor	

AIRGAS INTERMOUNTAIN, INC.

9023017667 SAFETY GEAR	\$263.34		
	\$263.34	Subtotal for Dept.	Balefill
	\$263.34	Subtotal for Vendor	

AMERICAN EAGLE CLEANING, LLC

3686 REFURBISHING CONTAINERS	\$930.00		
	\$930.00	Subtotal for Dept.	Refuse Collection
	\$930.00	Subtotal for Vendor	

AMERICAN LINEN, INC.

LCAS830023 LAUNDRY	\$59.71		
LCAS830023 LAUNDRY	\$1.90		
	\$61.61	Subtotal for Dept.	Balefill
LCAS830023 MATS	\$44.96		
LCAS830013 MATS	\$41.61		
	\$86.57	Subtotal for Dept.	Buildings And Grounds
LCAS830454 LAUNDRY	\$28.30		
LCAS832298 LAUNDRY	\$35.60		
LCAS832170 LAUNDRY	\$272.50		

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

LCAS834077 LAUNDRY	\$56.80		
	\$393.20	Subtotal for Dept.	Casper Events Center
LCAS830013 LAUNDRY	\$155.51		
	\$155.51	Subtotal for Dept.	Garage
LCAS830023 LAUNDRY	\$16.10		
	\$16.10	Subtotal for Dept.	Refuse Collection
LCAS831833 LAUNDRY	\$132.05		
	\$132.05	Subtotal for Dept.	Streets
LCAS824934 LAUNDRY	\$23.80		
LCAS831832 LAUNDRY	\$29.75		
	\$53.55	Subtotal for Dept.	Traffic
LCAS826610 LAUNDRY	\$143.21		
LCAS828325 LAUNDRY	\$155.57		
	\$298.78	Subtotal for Dept.	Waste Water
	\$1,197.37	Subtotal for Vendor	
AMERICAN SOC. OF COMPOSERS, AUTHORS, &			
100003855948 COPYRIGHT FEES	\$330.00		
	\$330.00	Subtotal for Dept.	Casper Events Center
	\$330.00	Subtotal for Vendor	
AMERIGAS - CASPER			
3024513066 PROPANE	\$2,410.76		
	\$2,410.76	Subtotal for Dept.	Balefill
48753670 PROPANE	\$51.86		
	\$51.86	Subtotal for Dept.	Casper Events Center
	\$2,462.62	Subtotal for Vendor	
ARCADIS U.S., INC.			
0567721 ENGINEERING SERVICES CASPER	\$2,603.79		
	\$2,603.79	Subtotal for Dept.	Garage
0567716 HEADWORKS BUILDING SCREEN	\$3,470.00		
	\$3,470.00	Subtotal for Dept.	Waste Water
	\$6,073.79	Subtotal for Vendor	
ARROWHEAD, INC.			
2904 HVAC MAINTENANCE	\$180.00		
	\$180.00	Subtotal for Dept.	Balefill
	\$180.00	Subtotal for Vendor	
ATLANTIC ELECTRIC, INC.			
4935 ELECTRICAL SERVICES	\$980.00		
4936 ELECTRICAL SERVICES	\$1,132.63		
	\$2,112.63	Subtotal for Dept.	Balefill
4928 ELECTRICAL SERVICES	\$1,878.01		
4929 ELECTRICAL SERVICES	\$11,000.57		
	\$12,878.58	Subtotal for Dept.	Hogadon
	\$14,991.21	Subtotal for Vendor	
ATLAS OFFICE PRODUCTS			
219677 OFFICE SUPPLIES	\$3,219.72		

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

220324 OFFICE SUPPLIES

\$6,777.00
\$9,996.72 Subtotal for Dept. Communications Center
\$9,996.72 Subtotal for Vendor

AUTO CLUB INSURANCE CORP

RIN0023257 REIMB INSURANCE OVERPAYMENT

\$6.97
\$6.97 Subtotal for Dept. Property & Liability Insurance
\$6.97 Subtotal for Vendor

BALEFILL

1339/109565 SANITATION	\$250.00	
1339/109602 SANITATION	\$125.00	
1339/109406 SANITATION	\$125.00	
	\$500.00	Subtotal for Dept. Casper Events Center
1967/109273 SANITATION	\$15.00	
	\$15.00	Subtotal for Dept. Code Enforcement
247/109228 SANITATION	\$16.20	
247/109034 SANITATION	\$15.00	
247/109549 SANITATION	\$15.00	
247/109581 SANITATION	\$141.65	
247/109334 SANITATION	\$45.00	
247/109509 SANITATION	\$15.00	
	\$247.85	Subtotal for Dept. Parks
1339/109274 SANITATION	\$125.00	
	\$125.00	Subtotal for Dept. Police
2772/109474 SANITATION	\$4,933.95	
2772/108991 SANITATION	\$5,071.05	
2772/109097 SANITATION	\$8,649.15	
2772/109210 SANITATION	\$24,015.00	
2772/109170 SANITATION	\$5,002.65	
2772/109046 SANITATION	\$5,281.20	
2772/109245 SANITATION	\$4,050.90	
2772/109347 SANITATION	\$5,179.95	
2772/109416 SANITATION	\$4,903.65	
2772/109361 SANITATION	\$5,251.05	
2772/109189 SANITATION	\$4,641.45	
2772/109611 SANITATION	\$4,662.90	
2772/109445 SANITATION	\$4,540.95	
2772/109541 SANITATION	\$5,157.00	
2772/109128 SANITATION	\$5,119.35	
2772/109525 SANITATION	\$4,846.05	
2772/109286 SANITATION	\$4,640.55	
2772/109572 SANITATION	\$4,806.15	
	\$110,752.95	Subtotal for Dept. Refuse Collection
1276/109348 SANITATION	\$127.35	
1276/109129 SANITATION	\$109.80	
1276/109527 SANITATION	\$114.75	
	\$351.90	Subtotal for Dept. Waste Water
3164/109617 SANITATION	\$163.80	
	\$163.80	Subtotal for Dept. Water

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

\$112,156.50 Subtotal for Vendor

BASF CORP.

133371895 ZETAG 7593 DRY POLYMER

\$9,678.03

\$9,678.03 Subtotal for Dept. Waste Water

\$9,678.03 Subtotal for Vendor

BEN MATTILA

RIN0023239 REFUND

\$128.33

\$128.33 Subtotal for Dept. Ice Arena

\$128.33 Subtotal for Vendor

BIG HORN ROOFING, INC.

14144 STORM CLEANUP CPU GARAGE ROOF

\$24,190.00

\$24,190.00 Subtotal for Dept. Property & Liability Insurance

\$24,190.00 Subtotal for Vendor

BLOEDORN LUMBER BUILDING MATERIALS

1489463 KNIFE BLADES

\$14.60

1489795 PIPE INSULATE

\$10.74

111350 EFFLUENT SHED MATERIALS RETURN

(\$19.32)

\$6.02 Subtotal for Dept. Waste Water

\$6.02 Subtotal for Vendor

BURGER, DUSTIN/SARAH

0021444515 DEPOSIT/CREDIT REFUND

\$51.45

\$51.45 Subtotal for Dept. Water

\$51.45 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.

RIN0023232 SERVICE AWARDS

\$319.00

\$319.00 Subtotal for Dept. Human Resources

\$319.00 Subtotal for Vendor

CASPER ELECTRIC, INC.

RIN0023297 RETAINAGE

(\$10,083.57)

(\$10,083.57) Subtotal for Dept. Capital Projects

RIN0023297 CASPER SERVICE CENTER GENERATO

\$100,835.70

\$100,835.70 Subtotal for Dept. Garage

\$90,752.13 Subtotal for Vendor

CASPER EVENTS CENTER

2463/108610 2013-2014 CASPER AMATEUR HOCKE

\$2,400.00

2463/108611 CASPER FIGURE SKATING CLUB HOL

\$420.00

\$2,820.00 Subtotal for Dept. Council

\$2,820.00 Subtotal for Vendor

CASPER STAR TRIBUNE - LEGAL ADS ONLY

975188 ADS

\$130.80

974895 ADS

\$114.60

\$245.40 Subtotal for Dept. Finance

975977 ADS

\$51.15

\$51.15 Subtotal for Dept. Planning

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

CENTRAL MECHANICAL INSULATION, INC 7714 DCB HEX 1 PIPING INSULATION

\$296.55 Subtotal for Vendor

\$750.00

\$750.00 Subtotal for Dept. Waste Water

\$750.00 Subtotal for Vendor

CENTURYLINK

RIN0023179 PHONE USE
RIN0023250 PHONE USE
RIN0023179 PHONE USE
RIN0023221 PHONE USE
RIN0023221 PHONE USE
RIN0023179 PHONE USE

\$36.90
\$38.19
\$126.26
\$41.06
\$73.22
\$332.10

\$647.73 Subtotal for Dept. Casper Events Center

RIN0023206 PHONE USE

\$38.76

\$38.76 Subtotal for Dept. Cemetery

RIN0023221 PHONE USE
RIN0023206 PHONE USE
RIN0023179 PHONE USE

\$63.13
\$73.80
\$32.97

\$169.90 Subtotal for Dept. City Hall

RIN0023205 PHONE USE

\$65.14

\$65.14 Subtotal for Dept. Code Enforcement

RIN0023179 PHONE USE
RIN0023179 PHONE USE
RIN0023221 PHONE USE
RIN0023221 PHONE USE
RIN0023179 PHONE USE
RIN0023205 PHONE USE
RIN0023179 PHONE USE

\$36.90
\$83.46
\$82.13
\$64.82
\$61.08
\$61.08
\$64.82
\$83.46
\$353.10
\$23.26
\$36.90
\$61.08
\$65.14

\$1,077.23 Subtotal for Dept. Communications Center

RIN0023221 PHONE USE

\$36.99

\$36.99 Subtotal for Dept. Engineering

AP00013201101413 PHONE USE
AP00014301241408 PHONE USE
AP00014301101413 PHONE USE
AP00005701101413 PHONE USE

\$1,645.51
\$702.01
\$736.41
\$3,274.02

\$6,357.95 Subtotal for Dept. Finance

RIN0023179 PHONE USE
RIN0023205 PHONE USE
RIN0023225 PHONE USE
RIN0023179 PHONE USE
RIN0023179 PHONE USE
RIN0023179 PHONE USE

\$36.90
\$65.14
\$472.16
\$36.90
\$73.80
\$36.90

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

RIN0023179 PHONE USE	\$65.14	
RIN0023179 PHONE USE	\$65.14	
RIN0023205 PHONE USE	\$65.14	
RIN0023282 PHONE USE	\$130.26	
RIN0023179 PHONE USE	\$74.30	
RIN0023179 PHONE USE	\$36.90	
	\$1,158.68	Subtotal for Dept. Fire
RIN0023179 PHONE USE	\$36.90	
RIN0023179 PHONE USE	\$63.10	
	\$100.00	Subtotal for Dept. Garage
RIN0023205 PHONE USE	\$42.71	
	\$42.71	Subtotal for Dept. Golf Course
RIN0023179 PHONE USE	\$36.90	
	\$36.90	Subtotal for Dept. Human Resources
RIN0023221 PHONE USE	\$154.77	
	\$154.77	Subtotal for Dept. Metro Animal
RIN0023221 PHONE USE	\$40.78	
	\$40.78	Subtotal for Dept. Municipal Court
RIN0023221 PHONE USE	\$61.08	
RIN0023179 PHONE USE	\$77.87	
RIN0023179 PHONE USE	\$65.14	
	\$204.09	Subtotal for Dept. Parking
RIN0023179 PHONE USE	\$122.14	
RIN0023205 PHONE USE	\$40.69	
	\$162.83	Subtotal for Dept. Parks
RIN0023179 PHONE USE	\$63.10	
RIN0023179 PHONE USE	\$28.51	
RIN0023179 PHONE USE	\$22.41	
RIN0023179 PHONE USE	\$65.14	
RIN0023282 PHONE USE	\$28.85	
RIN0023221 PHONE USE	\$36.99	
RIN0023179 PHONE USE	\$37.65	
RIN0023179 PHONE USE	\$36.90	
	\$319.55	Subtotal for Dept. Police
RIN0023179 PHONE USE	\$131.90	
	\$131.90	Subtotal for Dept. Recreation
RIN0023244 PHONE USE	\$35.86	
	\$35.86	Subtotal for Dept. Sewer
RIN0023250 PHONE USE	\$37.44	
	\$37.44	Subtotal for Dept. Streets
RIN0023179 PHONE USE	\$33.34	
RIN0023179 PHONE USE	\$41.72	
RIN0023179 PHONE USE	\$65.14	
RIN0023179 PHONE USE	\$39.20	
RIN0023221 PHONE USE	\$44.97	
RIN0023179 PHONE USE	\$41.72	
RIN0023179 PHONE USE	\$41.72	
RIN0023179 PHONE USE	\$37.65	

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

RIN0023179 PHONE USE	\$48.72	
RIN0023179 PHONE USE	\$41.72	
RIN0023179 PHONE USE	\$41.72	
RIN0023179 PHONE USE	\$41.72	
	\$519.34	Subtotal for Dept. Traffic
RIN0023250 PHONE USE	\$37.19	
RIN0023179 PHONE USE	\$36.66	
RIN0023179 PHONE USE	\$1,638.47	
	\$1,712.32	Subtotal for Dept. Waste Water
RIN0023179 PHONE USE	\$87.06	
RIN0023179 PHONE USE	\$36.90	
RIN0023205 PHONE USE	\$195.12	
	\$319.08	Subtotal for Dept. Water
	\$13,369.95	Subtotal for Vendor

CHEYENNE REGIONAL MEDICAL CENTER FOUNDATION

RIN0023274 CAR SEAT CLASS REGISTRATION	\$150.00	
RIN0023273 CAR SEAT CLASS REGISTRATION	\$150.00	
	\$300.00	Subtotal for Dept. Fire
	\$300.00	Subtotal for Vendor

CITY OF CASPER

108978 FOOD/BEV EFAP CHILI SKATE NITE	\$295.25	
	\$295.25	Subtotal for Dept. Human Resources
109250 OVERTIME RRT2 GRANT DECEMBER	\$1,230.80	
109248 OVERTIME RRT2 NOV 15 2013	\$1,681.52	
	\$2,912.32	Subtotal for Dept. Special Assistance
	\$3,207.57	Subtotal for Vendor

CITY OF CASPER - CENTRAL GARAGE

RIN0023253 EQUIP #81032 / CLAIM 13C-132A	\$1,324.88	
	\$1,324.88	Subtotal for Dept. Property & Liability Insurance
	\$1,324.88	Subtotal for Vendor

CNIC HEALTH SOLUTIONS, INC.

RIN0023276 ADMIN FEES	\$17,480.97	
RIN0023276 STOP LOSS	\$54,256.08	
	\$71,737.05	Subtotal for Dept. Health Insurance
	\$71,737.05	Subtotal for Vendor

COBAN TECH. INC.

7358 INSTALLS	\$258.00	
7360 EQUIP AND INSTALLS	\$538.00	
7346 EQUIP AND INSTALL	\$262.00	
7359 SERVICE EQUIP INSTALL	\$273.00	
	\$1,331.00	Subtotal for Dept. Police Dept
	\$1,331.00	Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

68893 BATTERY INSTALL-ENG 2	\$164.00	
	\$164.00	Subtotal for Dept. Fire
68257 FAULTY POWER SUPPLY, VHF REMOT	\$245.00	

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

	\$245.00	Subtotal for Dept.	Hogadon
68875 RADIO REPAIR	\$49.00		
68874 RADIO REPAIR	\$49.00		
69248 RADIO REPAIR	\$98.00		
69250 RADIO REPAIR	\$49.00		
	\$245.00	Subtotal for Dept.	Police
64840 INSTALLS	\$1,750.00		
64762 INSTALLS	\$1,750.00		
64732 INSTALLS	\$1,927.00		
68081 NEW FLEET EQUIPMENT	\$10,688.00		
64797 OPTICOM EQUIP INSTALL	\$1,868.00		
	\$17,983.00	Subtotal for Dept.	Police Dept
	\$18,637.00	Subtotal for Vendor	

COMPUTER PROS. UNLIMITED

RTN098513 REFUND DVI-D VGA ADAPTER	(\$39.95)		
INV098582 PATCH CABLE-STN #3	\$14.95		
	(\$25.00)	Subtotal for Dept.	Fire
INV098413 50FT CAT6 BLACK PATCH CABLE	\$27.95		
	\$27.95	Subtotal for Dept.	Hogadon
	\$2.95	Subtotal for Vendor	

COMTRONIX, INC.

AP00004901101413 ALARM MONITORING	\$55.00		
	\$55.00	Subtotal for Dept.	Aquatics
AP00004901101413 ALARM MONITORING	\$26.00		
AP00004901101413 ALARM MONITORING	\$40.95		
AP00004901101413 ALARM MONITORING	\$52.00		
AP00004901101413 ALARM MONITORING	\$26.00		
	\$144.95	Subtotal for Dept.	Balefill
AP00004901101413 ALARM MONITORING	\$26.00		
AP00004901101413 ALARM MONITORING	\$26.00		
	\$52.00	Subtotal for Dept.	Casper Events Center
AP00004901101413 ALARM MONITORING	\$26.00		
AP00004901101413 ALARM MONITORING	\$26.00		
AP00004901101413 ALARM MONITORING	\$26.00		
	\$78.00	Subtotal for Dept.	City Hall
AP00004901101413 ALARM MONITORING	\$26.00		
	\$26.00	Subtotal for Dept.	City Manager
AP00004901101413 ALARM MONITORING	\$26.00		
	\$26.00	Subtotal for Dept.	Finance
AP00004901101413 ALARM MONITORING	\$91.95		
	\$91.95	Subtotal for Dept.	Fort Caspar
AP00004901101413 ALARM MONITORING	\$26.00		
	\$26.00	Subtotal for Dept.	Garage
41634 TROUBLESHOOT & REPAIR PHONE LI	\$257.00		
	\$257.00	Subtotal for Dept.	Hogadon
AP00004901101413 ALARM MONITORING	\$36.00		
	\$36.00	Subtotal for Dept.	Ice Arena

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

AP00004901101413 ALARM MONITORING	\$36.00		
	\$36.00	Subtotal for Dept.	Metro Animal
41418 ROUTING WIRES	\$173.72		
41480 MOVE CREDIT CARD MACHINE	\$159.00		
	\$332.72	Subtotal for Dept.	Municipal Court
AP00004901101413 ALARM MONITORING	\$39.95		
	\$39.95	Subtotal for Dept.	Police
AP00004901101413 ALARM MONITORING	\$36.00		
	\$36.00	Subtotal for Dept.	Recreation
	\$1,237.57	Subtotal for Vendor	
CONAWAY, DAVID			
0021395485 DEPOSIT/CREDIT REFUND	\$39.74		
	\$39.74	Subtotal for Dept.	Water
	\$39.74	Subtotal for Vendor	
CONDREY & ASSOCIATES			
RIN0022911 SALARY SURVEY	\$9,750.00		
	\$9,750.00	Subtotal for Dept.	Council
	\$9,750.00	Subtotal for Vendor	
CRAIG KIDDER			
RIN0023263 TUITION-PARAMEDIC PROGRAM	\$1,549.26		
	\$1,549.26	Subtotal for Dept.	Fire
	\$1,549.26	Subtotal for Vendor	
CRAWFORD LAW OFFICE, PC			
190 COURT APPOINTED ATTORNEY	\$75.00		
	\$75.00	Subtotal for Dept.	Municipal Court
	\$75.00	Subtotal for Vendor	
DAROLD HUFFMAN			
RIN0023202 CLOTHING ALLOWANCE	\$75.00		
	\$75.00	Subtotal for Dept.	Refuse Collection
	\$75.00	Subtotal for Vendor	
DAVE LODEN CONSTRUCTION			
RIN0023280 SVS CALL REPAIR LEAK	\$75.00		
RIN0023281 SVS CALL REPAIR LEAK	\$150.00		
	\$225.00	Subtotal for Dept.	Buildings And Grounds
	\$225.00	Subtotal for Vendor	
DAVID HILL			
RIN0023271 TRAVEL EXPENSES	\$81.00		
	\$81.00	Subtotal for Dept.	Water
	\$81.00	Subtotal for Vendor	
DAVIDSON FIXED INCOME MGMT.			
CM5561 FIXED INCOME MANAGEMENT FEES	\$6,643.77		
	\$6,643.77	Subtotal for Dept.	Finance
	\$6,643.77	Subtotal for Vendor	
DELL MARKETING LP			

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

XJ9DFNMD3 TECHNOLOGIES

\$328.92

\$328.92 Subtotal for Dept. Code Enforcement

XJ9D93WK5 TECHNOLOGY COMPUTER BRETT

\$328.92

\$328.92 Subtotal for Dept. Information Services

XJ9D93K13 SOFTWARE

\$328.92

\$328.92 Subtotal for Dept. Police

\$986.76 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0023275 DENTAL ADMIN FEES 461 EMPLOYEE

\$1,481.60

\$1,481.60 Subtotal for Dept. Health Insurance

\$1,481.60 Subtotal for Vendor

DESERT MTN. CORP.

13-31825 ICE SLICER

\$4,886.48

13-31316 ICE SLICER

\$4,098.66

13-31824 ICE SLICER

\$3,279.23

13-31826 ICE SLICER

\$4,844.80

13-31827 ICE SLICER

\$4,486.18

13-31317 ICE SLICER

\$5,214.26

13-31318 ICE SLICER

\$5,027.38

13-31823 ICE SLICER

\$3,362.61

13-31310 ICE SLICER

\$5,213.14

\$40,412.74 Subtotal for Dept. Streets

\$40,412.74 Subtotal for Vendor

DIANA RUIZ

RIN0023079 INTERPRETER

\$40.00

\$40.00 Subtotal for Dept. Municipal Court

\$40.00 Subtotal for Vendor

DIXON & DIXON, LLP.

4734 LEGAL FEES

\$318.32

\$318.32 Subtotal for Dept. Council

\$318.32 Subtotal for Vendor

ECOLAB PEST ELIMINATION DIV., INC.

3385745 COCKROACH/RODENT PROGRAM

\$195.50

\$195.50 Subtotal for Dept. Casper Events Center

\$195.50 Subtotal for Vendor

ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2014-3 3RD QUTR FY 2014 ADMIN&INCENT

\$100,000.00

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

\$100,000.00 Subtotal for Vendor

EILEEN RUDD

RIN0023255 REIMB RETIREE PREMIUMS DENTAL

\$39.77

RIN0023255 REIMB RETIREE PREMIUMS

\$336.55

\$376.32 Subtotal for Dept. Health Insurance

\$376.32 Subtotal for Vendor

ENERGY LABORATORIES, INC.

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

331230565 MONTHLY WPDES MONITORING
340130017 PINF & FEFF PHOSPHORUS CK

\$60.00
\$44.00
\$104.00 Subtotal for Dept. Waste Water
\$104.00 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS

2074 2013 MISC WATER PH I

\$1,355.00
\$1,355.00 Subtotal for Dept. Water
\$1,355.00 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI915386 NOVEMBER 2013 SERVICE CHARGES
REMI915393 NOVEMBER 2013 SERVICE CHARGES

\$1,172.76
\$1,423.96
\$2,596.72 Subtotal for Dept. Casper Events Center

REMI880317 CREDIT CARD MACHINE FEE

\$31.60
\$31.60 Subtotal for Dept. Metro Animal

REMI915390 CREDIT CARD MACHINE

\$372.48
\$372.48 Subtotal for Dept. Municipal Court
\$3,000.80 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0023213 LOAN SERVICING

\$40.00
\$40.00 Subtotal for Dept. Owner Occupied Gen Rehab
\$40.00 Subtotal for Vendor

FIRST INTERSTATE BANK - CREDIT CARD DIVISION

RIN0023301 CREDIT CARD CHARGES
RIN0023301 CREDIT CARD CHARGES

\$1,540.00
\$1,299.82
\$2,839.82 Subtotal for Dept. Police
\$2,839.82 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0023254 GIFT CARDS HOLIDAY HLTH CHALLE

\$411.80
\$411.80 Subtotal for Dept. Health Insurance

RIN0023228 PETTY CASH

\$30.00
\$30.00 Subtotal for Dept. Aquatics

RIN0023228 PETTY CASH

\$15.00
\$15.00 Subtotal for Dept. Recreation

RIN0023259 PETTY CASH

\$18.00
\$18.00 Subtotal for Dept. Communications Center

RIN0023259 PETTY CASH

\$12.00
\$12.00 Subtotal for Dept. Metro Animal

RIN0023259 PETTY CASH

\$6.27

RIN0023259 PETTY CASH

\$18.00

RIN0023259 PETTY CASH

\$16.00

\$40.27 Subtotal for Dept. Police

RIN0023260 PETTY CASH

\$403.96

\$403.96 Subtotal for Dept. Metro Animal

RIN0023260 PETTY CASH

\$68.69

\$68.69 Subtotal for Dept. Police

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

RIN0023306 PETTY CASH
RIN0023306 PETTY CASH

\$173.18
\$7.00

\$180.18 Subtotal for Dept. Fire

RIN0023306 PETTY CASH
RIN0023306 PETTY CASH

\$19.95
\$30.46

\$50.41 Subtotal for Dept. Human Resources

RIN0023306 PETTY CASH

\$31.20

\$31.20 Subtotal for Dept. Property & Liability Insurance

\$1,261.51 Subtotal for Vendor

FISHER SCIENTIFIC COMPANY LLC
3070482 LABORATORY CHEMICALS

\$25.12

\$25.12 Subtotal for Dept. Waste Water

\$25.12 Subtotal for Vendor

FOOD SVCS OF AMERICA

4602454 CONCESSION SUPPLIES
4602454 CONCESSION SUPPLIES
4598431 CONCESSION SUPPLIES

\$371.61
\$35.20
\$791.01

\$1,197.82 Subtotal for Dept. Casper Events Center

\$1,197.82 Subtotal for Vendor

FORT CASPAR MUSEUM ASSOCIATION
RIN0023279 NAT CO HISTORY BOOK, CASPEROPO

\$605.30

\$605.30 Subtotal for Dept. Fort Caspar

\$605.30 Subtotal for Vendor

GOLDER ASSOCIATES

368134 LANDFILL GAS COLLECTION & CONT
371918 LANDFILL GAS COLLECTION & CONT

\$7,302.75
\$3,194.63

\$10,497.38 Subtotal for Dept. Balefill

\$10,497.38 Subtotal for Vendor

GOVT. FINANCE OFFICERS ASSOC.
RIN0023184 EXCELLENCE IN FINANCIAL REPORT

\$580.00

\$580.00 Subtotal for Dept. Finance

\$580.00 Subtotal for Vendor

GREINER MOTOR CO - CASPER
FT6274 2014 FORD EXPEDITION WITH OPTI

\$27,528.00

\$27,528.00 Subtotal for Dept. City Manager

\$27,528.00 Subtotal for Vendor

HDR ENGINEERING, INC.
00405337-H ON-GOING STUDIES, TASKS AND

\$2,649.68

\$2,649.68 Subtotal for Dept. Water

\$2,649.68 Subtotal for Vendor

HENSLEY BATTERY
718042 BATTERY

\$227.08

\$227.08 Subtotal for Dept. Police

\$227.08 Subtotal for Vendor

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

HEWLETT PACKARD

53787536 PRINTER
53787610 WARRANTY PRINTER

\$717.75
\$183.20
\$900.95 Subtotal for Dept. Fire

53782977 COMPUTER

\$912.01
\$912.01 Subtotal for Dept. Planning

53721981 MONITOR

\$205.00
\$205.00 Subtotal for Dept. Waste Water
\$2,017.96 Subtotal for Vendor

HOMAX OIL SALES, INC.

0222164-IN FUEL

\$21,186.94
\$21,186.94 Subtotal for Dept. Balefill
\$21,186.94 Subtotal for Vendor

HOUSING AUTHORITY OF THE CITY OF CASPER

RIN0023107 DEVELOPMENT OF HOUSING

\$282,754.00
\$282,754.00 Subtotal for Dept. Council

RIN0023107 DEVELOPMENT OF HOUSING

\$197,246.00
\$197,246.00 Subtotal for Dept. One Cent #13
\$480,000.00 Subtotal for Vendor

INBERG-MILLER ENGINEERS

17163CS03 123 W MIDWEST

\$104.55
\$104.55 Subtotal for Dept. Special Revenue
\$104.55 Subtotal for Vendor

INFORMATION SYSTEMS CONSULTING, INC.

SIN004808 SUPPLIES NEW DISPATCH CENTER
SIN004850 SWITCH AT NEW CENTER
SIN004759 WIRELESS ACCESS POINTS/NEW DIS

\$170.72
\$3,760.00
\$3,982.15
\$7,912.87 Subtotal for Dept. Communications Center
\$7,912.87 Subtotal for Vendor

INSTALLATION & SVC CO

RIN0023090 RETAIN PAY ISCO 2013 ASPH REP

\$1,075.68
\$1,075.68 Subtotal for Dept. Water
\$1,075.68 Subtotal for Vendor

INSTALLATION & SVC. CO.

RIN0023277 RETAIN REL '13 MISC WATER REPL

\$26,883.80
\$26,883.80 Subtotal for Dept. Water
\$26,883.80 Subtotal for Vendor

INTRAFINITY INC

9910-4496 REDESIGN AND HOST CITY WEBSITE

\$7,500.00
\$7,500.00 Subtotal for Dept. City Manager
\$7,500.00 Subtotal for Vendor

JACK MOORE

RIN0023264 TUITION-PARMEDIC PROGRAM-CC

\$1,224.00
\$1,224.00 Subtotal for Dept. Fire

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

JACOBS ENGINEERING GROUP

WVXX82000113 TIS - SADDLE BROOK VALLEY

WVXX55000113 WESTSIDE BLVD PLANNING STUDY

WVXX55000113 WESTSIDE BLVD PLANNING STUDY

\$1,224.00 Subtotal for Vendor

\$1,700.50

\$1,700.50 Subtotal for Dept. Engineering

\$40.98

\$389.94

\$430.92 Subtotal for Dept. Metropolitan Planning

\$2,131.42 Subtotal for Vendor

JENNIFER HENDERSON

RIN0023265 TUITION-CASPER COLLEGE

\$1,224.00

\$1,224.00 Subtotal for Dept. Fire

\$1,224.00 Subtotal for Vendor

JEREMY TILLER

RIN0023242 REIMB WIRETAP

\$150.29

\$150.29 Subtotal for Dept. Property & Liability Insurance

\$150.29 Subtotal for Vendor

JEREMY TREMEL

RIN0023270 TRAVEL EXPENSES

\$158.00

\$158.00 Subtotal for Dept. Police

\$158.00 Subtotal for Vendor

JESSUP, DESIREE

0021444511 DEPOSIT/CREDIT REFUND

\$32.77

\$32.77 Subtotal for Dept. Water

\$32.77 Subtotal for Vendor

JIM GERHART

RIN0023224 BOOT REIMBURSEMENT

\$39.36

\$39.36 Subtotal for Dept. Parks

\$39.36 Subtotal for Vendor

JIM WETZEL

RIN0023272 TRAVEL EXPENSES

\$158.00

\$158.00 Subtotal for Dept. Police

\$158.00 Subtotal for Vendor

KEITH BYER

G03743/24 CLOTHING ALLOWANCE

\$57.25

\$57.25 Subtotal for Dept. Water

\$57.25 Subtotal for Vendor

LAKESIDE LIFT CORPORATION

IA02 NCSO BOAT LIFT

\$4,422.51

\$4,422.51 Subtotal for Dept. Police Grants

\$4,422.51 Subtotal for Vendor

LANE, JAMES

0021444512 DEPOSIT/CREDIT REFUND

\$42.71

\$42.71 Subtotal for Dept. Water

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

\$42.71 Subtotal for Vendor

LEADERSHIP WY. RIN0023240 DUES

\$60.00

\$60.00 Subtotal for Dept. City Manager

\$60.00 Subtotal for Vendor

LENHART MASON & ASSOC., LLC. 40730 PROFESSIONAL SERVICES

\$1,240.00

\$1,240.00 Subtotal for Dept. Finance

\$1,240.00 Subtotal for Vendor

LIVE WALL MEDIA 1312 DEPOSIT PER CONTRACT

\$141,675.00

\$141,675.00 Subtotal for Dept. Communications Center

\$141,675.00 Subtotal for Vendor

MAGIC CARPET LIFTS L13317-FRT FREIGHT FOR MAGIC CARPET L13317-L SUPERVISOR ASSIST, TRAVEL EXP

\$2,200.00

\$8,330.00

\$10,530.00 Subtotal for Dept. Hogadon

\$10,530.00 Subtotal for Vendor

MASTERCARD RIN0023289 TRAINING

\$332.00

\$332.00 Subtotal for Dept. Code Enforcement

RIN0023289 OYD COMMITTEE AWARDS

\$10.42

RIN0023289 APA MEMBERSHIP RURAL PLANNERS

\$40.00

\$50.42 Subtotal for Dept. Planning

\$382.42 Subtotal for Vendor

MCCARTHY PROPERTIES 0021395483 DEPOSIT/CREDIT REFUND 0021395483 DEPOSIT/CREDIT REFUND

\$75.00

\$25.10

\$100.10 Subtotal for Dept. Water

\$100.10 Subtotal for Vendor

MIKE LEYBA RIN0023223 CLOTHING ALLOWANCE

\$98.68

\$98.68 Subtotal for Dept. Cemetery

\$98.68 Subtotal for Vendor

MODERN ELECTRIC CORP. 104049 RETAINAGE 104049 ELECTRICAL SERVICES

(\$3,710.15)

(\$3,710.15) Subtotal for Dept. Capital Projects

\$74,203.00

\$74,203.00 Subtotal for Dept. Fire

\$70,492.85 Subtotal for Vendor

MOTOROLA SOLUTIONS 41189446 CONSOLES AT THE NEW DISPATCH 41190218 CONSOLES AT THE NEW DISPATCH

\$164,959.88

\$329,919.75

\$494,879.63 Subtotal for Dept. Communications Center

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

41190312 RADIOS

\$7,333.10
\$7,333.10 Subtotal for Dept. Fire
\$502,212.73 Subtotal for Vendor

MURDOCK LAW FIRM

RIN0023078 COURT APPOINTED ATTORNEY

\$450.00
\$450.00 Subtotal for Dept. Municipal Court
\$450.00 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

436712 NOV 2013 FSA PLAN ADMIN FEES

\$430.70
\$430.70 Subtotal for Dept. Health Insurance
\$430.70 Subtotal for Vendor

NATRONA COUNTY CLERK

965746 RECORDING

\$126.00
\$126.00 Subtotal for Dept. Engineering

965746 RECORDING

\$39.00

965746 RECORDING

\$240.00
\$279.00 Subtotal for Dept. Planning

\$405.00 Subtotal for Vendor

NELSON ENGINEERING

1 DESIGN & C/A FORT CASPAR UNDER

\$61,689.84
\$61,689.84 Subtotal for Dept. Fort Caspar
\$61,689.84 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

LN-290195 CLASS A UNIFORMS

\$20.85

LN290186 CLASS A UNIFORMS

\$126.95

LN-290180 CLASS A UNIFORMS

\$1,565.65

\$1,713.45 Subtotal for Dept. Fire

NE27774 UNIFORMS

\$41.95

NE27907 UNIFORMS

\$125.95

NE27902 UNIFORMS

\$61.95

NE27917 UNIFORMS

\$109.90

NE27781 UNIFORMS

\$38.95

LN-290178 UNIFORMS

\$74.00

NE27775 UNIFORMS

\$64.95

\$517.65 Subtotal for Dept. Police

\$2,231.10 Subtotal for Vendor

NICOLE CARLSON

RIN0023252 TUITION REIMB

\$1,303.54
\$1,303.54 Subtotal for Dept. Human Resources
\$1,303.54 Subtotal for Vendor

NORCO, INC.

12837721 CLEANING PRODUCTS

\$262.80
\$262.80 Subtotal for Dept. Metro Animal
\$262.80 Subtotal for Vendor

OHLSON LAVOIE CORPORATION

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

110506 DESIGN AND CA FOR NEW MIKE SED

\$380.86

\$380.86 Subtotal for Dept. Aquatics

\$380.86 Subtotal for Vendor

ONE CALL OF WY.

33976 DEC13 LOCATE TICKETS

\$165.82

\$165.82 Subtotal for Dept. Sewer

33976 DEC13 LOCATE TICKETS

\$202.68

\$202.68 Subtotal for Dept. Water

\$368.50 Subtotal for Vendor

ORKIN LLC.

89420446 JAN. 2014 PEST ELIMINATION SVC

\$79.50

\$79.50 Subtotal for Dept. Hogadon

\$79.50 Subtotal for Vendor

OVERHEAD DOOR CO., INC.

174040 EQUIP. BLDG. DOOR REPAIR

\$162.93

\$162.93 Subtotal for Dept. Balefill

\$162.93 Subtotal for Vendor

PACIOLAN, INC.

RIN0023261 TRAINING

\$400.00

0000062258 NOVEMBER 2013 - EVENUE BILLING

\$3,763.25

\$4,163.25 Subtotal for Dept. Casper Events Center

\$4,163.25 Subtotal for Vendor

PATRICIA HERRINGER

2287899 AWARDS & CHIEF RETIRE CEREMONY

\$139.13

\$139.13 Subtotal for Dept. Police

\$139.13 Subtotal for Vendor

PEGGY BROOKER

RIN0023230 HISTORIC PRESERVATION SERVICE

\$300.00

\$300.00 Subtotal for Dept. Fort Caspar

\$300.00 Subtotal for Vendor

POLICE DEPT

RIN0023284 TOBACCO COMPLIANCE CHECKS

\$968.12

\$968.12 Subtotal for Dept. Police Grants

\$968.12 Subtotal for Vendor

POWDER RIVER SHREDDERS LLC

6175 SHREDDING

\$30.00

\$30.00 Subtotal for Dept. Communications Center

6177 SHREDDING

\$75.00

\$75.00 Subtotal for Dept. Human Resources

5817 SHREDDING

\$21.00

6140 SHREDDING

\$21.00

6081 SHREDDING

\$21.00

5953 SHREDDING

\$21.00

\$84.00 Subtotal for Dept. Municipal Court

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14
6175 SHREDDING

\$75.00
\$75.00 Subtotal for Dept. Police
\$264.00 Subtotal for Vendor

PRATT, JESSICA

0021444510 DEPOSIT/CREDIT REFUND

\$6.90
\$6.90 Subtotal for Dept. Water
\$6.90 Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/109396 PSCC MONTHLY USER FEES

\$720.52
\$720.52 Subtotal for Dept. Metro Animal

1276/109397 PSCC MONTHLY USER FEES

\$560.40
\$560.40 Subtotal for Dept. Water
\$1,280.92 Subtotal for Vendor

QUALITY OFFICE SOLUTIONS

0050328-001 OFFICE SUPPLIES

\$37.79
\$37.79 Subtotal for Dept. Communications Center

0050487-001 OFFICE SUPPLIES

\$37.84

0050327-001 OFFICE SUPPLIES

\$20.33

0050463-001 OFFICE SUPPLIES

\$106.15

0050550-001 OFFICE SUPPLIES

\$553.66

0050131-002 OFFICE SUPPLIES

\$9.94

0050299-001 OFFICE SUPPLIES

\$123.95

0050327-002 OFFICE SUPPLIES

\$7.46

\$859.33 Subtotal for Dept. Police
\$897.12 Subtotal for Vendor

REXEL

S106220997.001 ELECTRIC SUPPLY BAR NUNN 1 LS

\$30.35
\$30.35 Subtotal for Dept. Waste Water
\$30.35 Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0023238 COURT APPOINTED ATTORNEY

\$225.00

RIN0023115 COURT APPOINTED ATTORNEY

\$350.00

RIN0023150 COURT APPOINTED ATTORNEY

\$600.00

\$1,175.00 Subtotal for Dept. Municipal Court
\$1,175.00 Subtotal for Vendor

ROBERT PETERSON

RIN0023110 BOOT REIMBURSEMENT

\$75.00
\$75.00 Subtotal for Dept. Waste Water
\$75.00 Subtotal for Vendor

ROCHELLE, DEANN/JOE

0021444514 DEPOSIT/CREDIT REFUND

\$249.22
\$249.22 Subtotal for Dept. Water
\$249.22 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00014901101413 ELECTRICITY

\$5,181.25

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

AP00016901101413 ELECTRICITY	\$250.76	
	\$5,432.01	Subtotal for Dept. Aquatics
AP00016701101413 ELECTRICITY	\$4,724.80	
	\$4,724.80	Subtotal for Dept. Balefill
AP00016801241408 ELECTRICITY	\$176.07	
	\$176.07	Subtotal for Dept. Buildings And Grounds
AP00015301101413 ELECTRICITY	\$11,794.70	
	\$11,794.70	Subtotal for Dept. Casper Events Center
AP00015001101413 ELECTRICITY	\$310.44	
	\$310.44	Subtotal for Dept. Cemetery
AP00015101101413 ELECTRICITY	\$3,134.54	
AP00015101101413 ELECTRICITY	\$1,563.90	
AP00015101101413 ELECTRICITY	\$845.45	
AP00015101101413 ELECTRICITY	\$25.17	
AP00015101101413 ELECTRICITY	\$34.26	
	\$5,603.32	Subtotal for Dept. City Hall
AP00015501101413 ELECTRICITY	\$2,875.50	
	\$2,875.50	Subtotal for Dept. Fire
AP00015601101413 ELECTRICITY	\$814.83	
	\$814.83	Subtotal for Dept. Fort Caspar
AP00015401101413 ELECTRICITY	\$3,842.37	
	\$3,842.37	Subtotal for Dept. Garage
AP00015701101413 ELECTRICITY	\$3,493.11	
	\$3,493.11	Subtotal for Dept. Golf Course
AP00015801101413 ELECTRICITY	\$10,092.10	
	\$10,092.10	Subtotal for Dept. Hogadon
AP00015901101413 ELECTRICITY	\$6,634.03	
	\$6,634.03	Subtotal for Dept. Ice Arena
AP00016001101413 ELECTRICITY	\$963.88	
	\$963.88	Subtotal for Dept. Metro Animal
AP00016101241408 ELECTRICITY	\$7,224.73	
	\$7,224.73	Subtotal for Dept. Parks
RIN0023243 ELECTRICITY	\$30.07	
	\$30.07	Subtotal for Dept. Planning
AP00016201101413 ELECTRICITY	\$333.00	
	\$333.00	Subtotal for Dept. Police
AP00015201101413 ELECTRICITY	\$3,957.22	
	\$3,957.22	Subtotal for Dept. Recreation
AP00016301101413 ELECTRICITY	\$675.63	
	\$675.63	Subtotal for Dept. Sewer
5857050 ELECTRICITY	\$8,977.00	
	\$8,977.00	Subtotal for Dept. Streets
AP00016401241408 ELECTRICITY	\$55,574.04	
	\$55,574.04	Subtotal for Dept. Traffic
AP00016601101413 ELECTRICITY	\$29,444.70	
	\$29,444.70	Subtotal for Dept. Waste Water
RIN0023218 ELECTRICITY	\$22,057.95	

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

RIN0023258 ELECTRICITY
RIN0023258 ELECTRICITY

\$22,057.95 Subtotal for Dept. Water
\$8,747.35
\$42,073.40
\$50,820.75 Subtotal for Dept. Water Treatment Plant
\$235,852.25 Subtotal for Vendor

RYAN HIEB

RIN0023269 TRAVEL EXPENSES

\$158.00
\$158.00 Subtotal for Dept. Police
\$158.00 Subtotal for Vendor

SAM'S CLUB

3347-C CLEANING PRODUCTS
0305-C OFFICE SUPPLIES

\$215.12
\$65.72
\$280.84 Subtotal for Dept. Metro Animal

004222 MISSED PAYMENT
5082 BATTERIES/KITCHEN SUPPLIES

\$18.44
\$80.40
\$98.84 Subtotal for Dept. Police
\$379.68 Subtotal for Vendor

SCOTT SHIPMAN

RC00001000178618 CLOTHING ALLOWANCE

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

SERPENTIX CONVEYOR CORP.

14770 BIOSOLIDS CONVEYOR BELT SPLICE
14746 CONVEYOR BELT GUIDE BLOCKS

\$6,429.25
\$19.25
\$6,448.50 Subtotal for Dept. Waste Water
\$6,448.50 Subtotal for Vendor

SESAC, INC.

3784780 COPYRIGHT FEES

\$685.00
\$685.00 Subtotal for Dept. Casper Events Center
\$685.00 Subtotal for Vendor

SIRCHIE FINGER PRINT LABORATORIES

0150452-IN EVIDENCE SUPPLIES

\$714.50
\$714.50 Subtotal for Dept. Police
\$714.50 Subtotal for Vendor

SKYLINE RANCHES

RIN0023245 MONTHLY SEWER BILLING FEES
RIN0023245 MONTHLY SEWER BILLING FEES

\$706.95
(\$70.70)
\$636.25 Subtotal for Dept. Sewer

RIN0023245 MONTHLY SEWER BILLING FEES

(\$190.67)
(\$190.67) Subtotal for Dept. Waste Water
\$445.58 Subtotal for Vendor

SMARSH, INC

446786 10 MONTHS OF HOSTED EMAIL ARCH

\$1,883.00
\$1,883.00 Subtotal for Dept. City Manager

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

\$1,883.00 Subtotal for Vendor

SOURCE GAS DIST. LLC

207408031615 NATURAL GAS
201091267805 NATURAL GAS

\$232.83
\$6,584.78

\$6,817.61 Subtotal for Dept. Aquatics

207408031619 NATURAL GAS

\$4,428.26

\$4,428.26 Subtotal for Dept. Balefill

201091268102 NATURAL GAS

\$333.76

\$333.76 Subtotal for Dept. Buildings And Grounds

201447136771 NATURAL GAS

\$10,360.41

\$10,360.41 Subtotal for Dept. Casper Events Center

207408031563 NATURAL GAS

\$522.80

\$522.80 Subtotal for Dept. Cemetery

201002484372 NATURAL GAS

\$1,652.24

201180216183 NATURAL GAS

\$245.73

201180218847 NATURAL GAS

\$234.07

207408031569 NATURAL GAS

\$2,038.82

\$4,170.86 Subtotal for Dept. City Hall

207408031624 NATURAL GAS

\$3,752.29

\$3,752.29 Subtotal for Dept. Fire

401000108486 NATURAL GAS

\$1,034.35

\$1,034.35 Subtotal for Dept. Fort Caspar

201180220770 NATURAL GAS

\$4,469.42

\$4,469.42 Subtotal for Dept. Garage

201447133911 NATURAL GAS

\$473.11

\$473.11 Subtotal for Dept. Golf Course

201091267806 NATURAL GAS

\$1,385.57

\$1,385.57 Subtotal for Dept. Ice Arena

201091272975 NATURAL GAS

\$2,090.34

\$2,090.34 Subtotal for Dept. Metro Animal

201714089787 NATURAL GAS

\$15.75

\$15.75 Subtotal for Dept. Planning

201269186787 NATURAL GAS

\$858.59

\$858.59 Subtotal for Dept. Recreation

201358162851 NATURAL GAS

\$17.66

\$17.66 Subtotal for Dept. Sewer

207408031618 NATURAL GAS

\$8,441.94

\$8,441.94 Subtotal for Dept. Waste Water

207408031617 NATURAL GAS

\$613.14

207408031595 NATURAL GAS

\$1,911.62

\$2,524.76 Subtotal for Dept. Water

201180213176 NATURAL GAS

\$9,464.93

\$9,464.93 Subtotal for Dept. Water Treatment Plant

\$61,162.41 Subtotal for Vendor

STAR LINE FEEDS

225718 ANIMAL FOOD

\$494.25

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

\$494.25 Subtotal for Dept. Metro Animal
\$494.25 Subtotal for Vendor

STATE OF WY - OFFICE OF HOMELAND SECURITY RIN0023251 REFUND DEPOSIT BALANCE 121314

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

STATE OF WY. - DEPT. OF AGRICULTURE RIN0023262 FOOD LICENSE RENEWAL

\$50.00
\$50.00 Subtotal for Dept. Casper Events Center
\$50.00 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

401160700 ALCOHOL	\$368.00	
401170902 OPERATING SUPPLIES-CATERING	(\$75.16)	
401160700 CONCESSION SUPPLIES	\$131.63	
401160700 OPERATING SUPPLIES-CATERING	\$33.32	
401150500 CONCESSION SUPPLIES	\$1,125.20	
401150501 OPERATING SUPPLIES-CATERING	\$935.11	
	\$2,518.10	Subtotal for Dept. Casper Events Center
	\$2,518.10	Subtotal for Vendor

TERRACON

T479804 CLOSED BALEFILL POST CLOSURE	\$9,820.89	
	\$9,820.89	Subtotal for Dept. Balefill
	\$9,820.89	Subtotal for Vendor

TIRE DISTRIBUTION SYSTEMS, INC

751-19761 NEW TIRES FOR 660195	\$27,793.00	
751-19777 NEW TIRES FOR 141468	\$14,343.00	
751-19715 TIRE REPAIR	\$377.00	
	\$42,513.00	Subtotal for Dept. Balefill
	\$42,513.00	Subtotal for Vendor

TOP OFFICE PRODUCTS

136205 OFFICE SUPPLIES	\$38.00	
136852 OFFICE SUPPLIES	\$80.47	
	\$118.47	Subtotal for Dept. Municipal Court
134812 COPY CHARGES	\$48.83	
	\$48.83	Subtotal for Dept. Garage
132075 OFFICE SUPPLIES	\$112.41	
131741 OFFICE SUPPLIES	\$38.00	
133101A OFFICE SUPPLIES	\$50.53	
134830 OFFICE SUPPLIES	\$57.38	
	\$258.32	Subtotal for Dept. Municipal Court
134812 COPY CHARGES	\$56.79	
	\$56.79	Subtotal for Dept. Refuse Collection
134811 SEPT. COPY CHARGES	\$49.26	
	\$49.26	Subtotal for Dept. Water
	\$531.67	Subtotal for Vendor

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

TOWNSQUARE MEDIA

MCC-113122702 ADS

\$202.00

\$202.00 Subtotal for Dept. Aquatics

MC-113122305 ADS

\$348.00

\$348.00 Subtotal for Dept. Hogadon

MCC-113122702 ADS

\$202.00

\$202.00 Subtotal for Dept. Ice Arena

MCC-113122702 ADS

\$202.00

\$202.00 Subtotal for Dept. Recreation

MCC-113122641 ADS

\$700.00

\$700.00 Subtotal for Dept. Sewer

MCC-113122641 ADS

\$2,873.00

\$2,873.00 Subtotal for Dept. Streets

MCC-113122641 ADS

\$300.00

\$300.00 Subtotal for Dept. Waste Water

\$4,827.00 Subtotal for Vendor

UNITED PARCEL SVC.

0000F44F14034 AIRBILL

\$45.42

\$45.42 Subtotal for Dept. Police

00008F045W024 AIRBILL

\$25.80

00008F045W014 AIRBILL

\$120.64

\$146.44 Subtotal for Dept. Water Treatment Plant

\$191.86 Subtotal for Vendor

UNITED WAY OF NATRONA COUNTY

RIN0023298 BOARD LUNCH MEETING EXPENSE

\$45.00

RIN0023299 BOARD LUNCH MEETING EXPENSE

\$45.00

\$90.00 Subtotal for Dept. City Manager

\$90.00 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

1769031 VACCINES

\$62.00

\$62.00 Subtotal for Dept. Garage

1769031 VACCINES

\$124.00

\$124.00 Subtotal for Dept. Sewer

1742772 DOT PHYSICAL

\$90.00

\$90.00 Subtotal for Dept. Water

1742772 RESPIRATOR FIT TESTS

\$80.00

\$80.00 Subtotal for Dept. Water Treatment Plant

\$356.00 Subtotal for Vendor

VENUE COALITION, INC.

14-MU130 2014 ANNUAL MEMBER FEE 1/2 YR

\$5,750.00

\$5,750.00 Subtotal for Dept. Casper Events Center

\$5,750.00 Subtotal for Vendor

VERIZON WIRELESS

9717634370 WIRELESS SERVICE

\$42.66

\$42.66 Subtotal for Dept. Code Enforcement

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

9717634370 WIRELESS SERVICE	\$30.00		
	\$30.00	Subtotal for Dept.	Council
9717634370 WIRELESS SERVICE	\$47.01		
	\$47.01	Subtotal for Dept.	Engineering
9718484514 WIRELESS SERVICE	\$1,546.55		
	\$1,546.55	Subtotal for Dept.	Fire
9717634370 WIRELESS SERVICE	\$21.34		
	\$21.34	Subtotal for Dept.	Garage
9717634370 WIRELESS SERVICE	\$21.34		
	\$21.34	Subtotal for Dept.	Hogadon
9717634370 WIRELESS SERVICE	\$21.34		
	\$21.34	Subtotal for Dept.	Sewer
9718484515 WIRELESS SERVICE	\$40.01		
	\$40.01	Subtotal for Dept.	Special Assistance
9717634370 WIRELESS SERVICE	\$21.34		
	\$21.34	Subtotal for Dept.	Streets
9717634370 WIRELESS SERVICE	\$21.34		
	\$21.34	Subtotal for Dept.	Traffic
9717634370 WIRELESS SERVICE	\$42.68		
	\$42.68	Subtotal for Dept.	Waste Water
9717634370 WIRELESS SERVICE	\$42.68		
	\$42.68	Subtotal for Dept.	Water
9717634370 WIRELESS SERVICE	\$21.34		
	\$21.34	Subtotal for Dept.	Water Treatment Plant
	\$1,919.63	Subtotal for Vendor	
VISION SVC. PLAN			
RIN0023256 EMPLOY COBRA BENEFITS	\$40.84		
RIN0023278 RETIREE BENEFITS	\$1,027.86		
	\$1,068.70	Subtotal for Dept.	Health Insurance
	\$1,068.70	Subtotal for Vendor	
VOLVO CONSTRUCTION EQUIP. RENTS, INC.			
683663-0001 JPOWER MATE SPROCET/ACCESS.	\$104.83		
	\$104.83	Subtotal for Dept.	Weed And Pest
	\$104.83	Subtotal for Vendor	
WASTE WATER TREATMENT			
1276/109593 201 SEWER	\$215,519.69		
	\$215,519.69	Subtotal for Dept.	Sewer
	\$215,519.69	Subtotal for Vendor	
WATER CONTROL CORP.			
2339 UV LIGHT SYSTEM REPAIR PARTS	\$529.30		
	\$529.30	Subtotal for Dept.	Waste Water
	\$529.30	Subtotal for Vendor	
WCDA			
RIN0023241 WYO NAHRO ANNL MBRSHIP RENEWAL	\$75.00		
	\$75.00	Subtotal for Dept.	Planning

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

\$75.00 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC13014-1005 CEC ARENA LIGHTING RETROFIT

\$2,695.00

\$2,695.00 Subtotal for Dept. City Manager

\$2,695.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

112490016 ROBERTSON RD WATER MAIN PROJ

\$146.00

\$146.00 Subtotal for Dept. Water

\$146.00 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0023246 MONTHLY SEWER BILLING FEES

(\$356.30)

RIN0023246 MONTHLY SEWER BILLING FEES

\$3,563.00

\$3,206.70 Subtotal for Dept. Sewer

RIN0023246 MONTHLY SEWER BILLING FEES

(\$567.15)

(\$567.15) Subtotal for Dept. Waste Water

\$2,639.55 Subtotal for Vendor

WHITAKER, BARRY/KATE

0021444509 DEPOSIT/CREDIT REFUND

\$38.85

0021444509 DEPOSIT/CREDIT REFUND

\$50.00

\$88.85 Subtotal for Dept. Water

\$88.85 Subtotal for Vendor

WIRELESS ADVANCED COMMUNICATIONS, INC.

I-2194820 EQUIP FOR NEW FLEET

\$15,048.12

\$15,048.12 Subtotal for Dept. Police Dept

\$15,048.12 Subtotal for Vendor

WISE, CHRISTOPHER

0021395484 DEPOSIT/CREDIT REFUND

\$21.58

0021395484 DEPOSIT/CREDIT REFUND

\$75.00

\$96.58 Subtotal for Dept. Water

\$96.58 Subtotal for Vendor

WRIGHT BROTHERS, THE BUILDING COMPANY

8 CASPER FIR-EMS STATION #2 EXTE

\$122,108.12

\$122,108.12 Subtotal for Dept. Fire

\$122,108.12 Subtotal for Vendor

WY. ASSOC. OF FIRE MARSHALS

RIN#0023300 MEMBERSHIPS CRR DIV

\$280.00

\$280.00 Subtotal for Dept. Fire

\$280.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000063923 BRYAN STOCK TRAIL BRIDGE

\$418.74

\$418.74 Subtotal for Dept. Streets

\$418.74 Subtotal for Vendor

WY. FIRE CHIEFS' ASSOC.

RIN0023285 ASSOC DUES THRU 1/2015

\$190.00

Bills and Claims

City of Casper

22-Jan-14 to 04-Feb-14

\$190.00 Subtotal for Dept. Fire
\$190.00 Subtotal for Vendor

WY. STEEL & RECYCLING IRON & METALS, INC.

120866 OSHA COMPLIANCE UPGRADE

\$309.30

\$309.30 Subtotal for Dept. Balefill

120952 RECYCLING SERVICES

\$5,780.10

\$5,780.10 Subtotal for Dept. Refuse Collection

\$6,089.40 Subtotal for Vendor

WY. WATER DEVELOPMENT COMMISSION

2014CASPER02 PMP PURCHASED WATER

\$12,512.50

\$12,512.50 Subtotal for Dept. Water

\$12,512.50 Subtotal for Vendor

WY. WATER QUALITY & POLLUTION CONTROL ASSOC.

2011-1483 3 MEMBERSHIPS

\$90.00

\$90.00 Subtotal for Dept. Water

\$90.00 Subtotal for Vendor

XEROX CORP

072041689 COPIER LEASE

\$7.83

\$7.83 Subtotal for Dept. Council

072041689 COPIER LEASE

\$587.33

\$587.33 Subtotal for Dept. Finance

\$595.16 Subtotal for Vendor

YOUNG, DUANE

0021444513 DEPOSIT/CREDIT REFUND

\$13.55

\$13.55 Subtotal for Dept. Water

\$13.55 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

DEC2013 YOUTH CRISIS CENTER EXPENSES

\$4,990.80

\$4,990.80 Subtotal for Dept. Social Community Services

\$4,990.80 Subtotal for Vendor

Grand Total \$2,757,785.54

Approved By:

On:

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
02/04/14

Payroll Disbursements

1/16/14	City Payroll	\$	1,175,471.93
1/16/14	Benefits & Deductions	\$	201,208.08

Total Payroll \$ 1,376,680.01

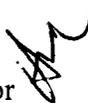
Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

January 23, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director 
SUBJECT: FY 2014 Budget Adjustment – Number 1

Recommendation:

That Council, by resolution, authorize adjustment of the Fiscal Year 2014 Budget.

Summary:

The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets.

Typically, twice each fiscal year management evaluates the City's budget for consideration of presenting budget adjustment requests to the City Council. A mid-year evaluation is done focusing on capital adjustments and significant operating cost issues. At year-end in June an evaluation is done focusing on operating adjustments along with any capital adjustments that may need budget adjustments. The year-end adjustments are typically needed for unplanned overages of operating budgets caused by unforeseen events, conditions or budget errors.

It is recommended that the City Council authorize budget adjustments for FY 2014 in the amount of \$9,020,272. Funding for the total adjustments consist of \$4,88,862 of unanticipated revenues \$4,531,410 of reserves and \$400,000 of current revenue.

The adjustments are summarized as follows:

General Fund – Increase \$1,264,403 for the following adjustments:

- Increase Transfers Out \$801,649. This adjustment is funded from \$801,649 of General Fund reserves.

The increase of Transfers Out consisted of:

- Transfer to the Property and Liability Fund to prefund Worker's Comp Insurance costs of the General Fund and its dependent funds (\$629,000). This amount was estimated during preparation of the FY 2014 Budget, was included in the evaluation of the General Fund Reserve Policy compliance amounts. The amount was planned to be budgeted as an adjustment after

commencement of FY 2014, i.e. close of FY 2013, once the final amount of staffing was determined.

- Transfers to the Casper Event Center Fund (\$146,015), the Recreation Center Fund (\$13,108) and the Ice Arena Fund (\$13,526) to cover increased part-time wage costs due to implementation of the classification/compensation plan.
- Increase the City Council cost center \$462,754, consisting of Casper Housing Authority Building funding (\$282,754), the Community Branding Project (\$80,000, with one half funded by the Tourism Bureau) and Legal Fees (\$100,000). This adjustment is funded from \$422,754 of General Fund reserves and \$40,000 of unanticipated revenue.

Capital Equipment Fund – Increase by \$600,000 for an increase in the Police Department Equipment budget \$200,000 for the carryover balance from FY 2013 that was not anticipated to have occurred and \$400,000 for transfers to the Capital Projects Fund to cover Fire Station #2 costs. This adjustment is funded from Capital Fund reserves (\$200,000) and current revenues (\$400,000).

Capital Projects Fund – Increase by \$3,850,381 for the following projects:

- Golf Course Irrigation (\$613,984, funded from Excess 1% #13)
- Fire Station #2 Replacement Costs (\$400,000, funded from unused fire equipment funding)
- Hogadon Pond Reclamation (\$100,000, funded from Capital Projects Fund reserves)
- Water Treatment Plant Security Upgrade Project (\$104,977, funded from Capital Projects Fund reserves)
- City Hall Cable TV Upgrades (\$9,840, funded from a contribution from Charter Telecommunications)
- Robertson Road Trails Extension (\$336,000, funded from unanticipated grant)
- Field of Dreams Phase III (\$100,000, funded from unanticipated contributions)
- Downtown Public Restrooms (\$185,580, funded from unanticipated grant)
- Platte River Restoration Project (\$2,000,000, funded from unanticipated grant)

One Cent #13 Fund – Increase \$1,341,030 for the following adjustments, funded from One Cent #13 reserves/excess:

- Casper Housing Authority Building funding (\$197,246)
- Mercer House Capital Campaign Funding (\$150,000)
- Joshua's Storehouse Addition funding (\$274,800)
- Food Bank of the Rockies equipment funding (\$105,000)
- Transfer to Capital Projects Fund to fund the Golf Irrigation Project (\$613,984)

One Cent #14 Fund – Increase \$46,754 for the following adjustments: funded from unanticipated revenues and charged against the Aquatic's and Foundation's allocations:

- Transfer to the Aquatics Fund to cover increased costs due to implementation of classification/compensation plan (\$32,504).
- National Historic Trails Center Foundation remaining funding (\$14,250)

Police Grants Fund – Increase \$151,551 for the following adjustments funded from unanticipated grants not awarded at the adoption of the FY 2014 Budget:

- Alcohol Stings effort (\$13,600)
- Tobacco Stings effort (\$13,600)
- Speed Enforcement activities and related equipment (\$24,200)
- DUI Enforcement activities (\$25,000)
- Equipment purchases and Downtown foot patrol (\$27,667)
- Purchase of new Dispatch Center Equipment (\$31,567)
- Underage drinking enforcement activities (\$15,417)

Public Safety Communications Center (PSCC) Fund – Increase \$800,000 for costs for the new Dispatch Center. This adjustment is funded from PSCC Fund reserves.

Casper Events Center Fund – Increase \$146,015 for increased cost of part-time staff due to implementation of Classification/Compensation Plan. This adjustment is funded from unanticipated revenue consisting of a transfer from the General Fund (\$141,286) and cost reimbursements charged show promoters (\$4,729).

Aquatics Fund – Increase \$32,504 for increased cost of part-time staff due to implementation of Classification/Compensation Plan (\$16,104) and inadvertent budget error for water costs (\$16,400). This adjustment is funded from unanticipated revenue consisting of a transfer from the One Cent #14 Fund.

Casper Recreation Center - Increase \$13,108 for increased cost of part-time staff due to implementation of Classification/Compensation Plan. This adjustment is funded from unanticipated revenue consisting of a transfer from the General Fund.

Ice Arena Fund - Increase \$13,526 for increased cost of part-time staff due to implementation of Classification/Compensation Plan. This adjustment is funded from unanticipated revenue consisting of a transfer from the General Fund.

Metro Animal Control Fund – Increase \$36,000 for the purchase of animal transport slide-in truck units. This adjustment is funded from Metro Animal Control Fund reserves.

Wastewater Treatment Plant Fund – Increase \$350,000 for the Bar Nunn Interceptor Sewer Relocation project. This adjustment is funded from Wastewater Treatment Plant Fund reserves.

Water Fund - Increase \$375,000 for the Pratt Tank Painting and Renovations project. This adjustment is funded from Water Fund reserves.

A resolution is attached for Council's consideration.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE FY 2014 BUDGET OF THE CITY OF CASPER, AUTHORIZING THE ADJUSTMENT OF FUNDS THEREUNDER

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

SECTION 1.

Pursuant to Notice publish and hearing conducted as provided by Law, the Council of the City of Casper, Natrona County, Wyoming, hereby amends the budget of the City of Casper for Fiscal Year 2013-2014 by adjusting the following funds for additional funding sources and increased appropriations:

Additional Funding Sources:

Unanticipated Revenues		
General Fund	\$	40,000
Capital Projects Fund		3,645,404
One Cent #14		46,754
Police Grants		151,551
Casper Events Center Fund		146,015
Aquatics Fund		32,504
Casper Recreations Center Fund		13,108
Ice Arena Fund		13,526
Current Revenues		
Capital Equipment Fund		400,000
Reserves		
General Fund	\$	1,224,403
Capital Equipment Fund		200,000
Capital Projects Fund		204,977
One Cent #13		1,341,030
Water Fund		375,000
Wastewater Treatment Plant Fund		350,000
Metro Animal Control Fund		36,000
Public Safety Communications Fund		<u>800,000</u>
Total	\$	9,020,272

Increased Appropriations		
General Fund	\$	1,264,403
Police Grants Fund		151,551
Capital Equipment Fund		600,000
Capital Projects Fund		3,850,381
Optional One Cent #13 Sales Tax Fund		1,341,030
Optional One Cent #14 Sales Tax Fund		46,754
Water Fund		375,000
Wastewater Treatment Plant Fund		350,000
Casper Events Center Fund		146,015
Aquatics Fund		32,504
Casper Recreation Center Fund		13,108
Ice Arena Fund		13,526
Public Safety Communications Center Fund		800,000
Metro Animal Control Fund		<u>36,000</u>
Total	\$	9,020,272

SECTION 2.

Should any of the funds hereby adjusted under this amended budget not be completely expended or encumbered shall revert to the year end fund balance.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

RESOLUTION NO. 11-140

A RESOLUTION APPROVING AMENDMENTS TO THE OVERALL PUD (PLANNED UNIT DEVELOPMENT) GUIDELINES FOR THE CENTENNIAL HILLS VILLAGE ADDITION.

WHEREAS, in 2003 City Council approved the original PUD Guidelines and an application has been made to amend the overall PUD Guidelines for the Centennial Hills Village Addition; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing held on April 26, 2011, a motion recommending that the City Council approve said amended guidelines, dated March 31, 2011; and,

WHEREAS, a copy of said amended guidelines, dated March 31, 2011, shall be recorded concurrent with this resolution; and,

WHEREAS, the governing body of the City of Casper finds that said amended guidelines, dated March 31, 2011 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 Centennial Hills Village Addition PUD Guidelines, as amended, dated March 31, 2011.

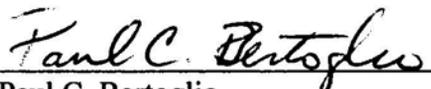
PASSED, APPROVED, AND ADOPTED this 17th day of May, 2011.

ATTEST:

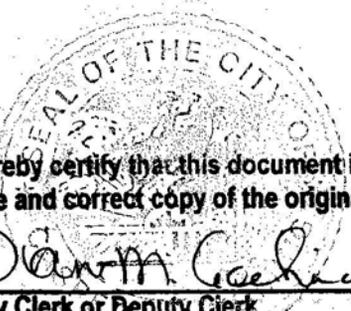
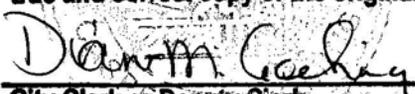


V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation



Paul C. Bertoglio
Mayor


I hereby certify that this document is a true and correct copy of the original.


City Clerk or Deputy Clerk


910071

NATRONA COUNTY CLERK, WY
Renea Vitto Recorded: SR
Jun 14, 2011 03:53:16 PM
Pages: 25 Fee: \$134.00
CITY OF CASPER

Planned Unit Development (PUD) Guidelines

CENTENNIAL HILLS

Casper, Wyoming

March 25, 2003 Original

Revised: May 28, 2003

Revised: August 13, 2003

Revised: September 2, 2003

Revised: January 21, 2009

Revised: March 28th, 2011 Modified by CEPI

Applicant:

**MB, LLC
4381 Gosfield
Casper, Wyoming 82609
Tel: (307) 266-9686**

Original Land Planner:

**David Jensen Associates, Inc.
Planning Consultants
1451 South Parker Road
Denver, CO 80231
Tel: (303) 369-7369
Fax: (303) 369-9123**

Civil Engineer:

**Civil Engineering Professionals, Inc.
6080 Enterprise Drive
Casper, Wyoming 82609
Tel: (307) 266-4346
Fax: (307) 266-0103**

Planned Unit Development (PUD) Guidelines

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Planned Unit Development (PUD) Guidelines

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Planned Unit Development (PUD) Guidelines

I. Statement of Purpose & Intent

The CENTENNIAL HILLS PLANNED UNIT DEVELOPMENT is now a 228.8 acre mixed use community. While its primary focus is residential, the open space, recreational and commercial components play an integral part in creating a unique master planned community.

The CENTENNIAL HILLS Development Guidelines are intended to carry out the goals of this planned community. They have been written to ensure a unified, quality development. Through creativity in design, sensitivity to the characteristics of the site and compatibility of land uses, a commitment is made to the future of the community.

The following principles will be used in guiding development towards a planned community which can respond to changing market conditions.

- Encouraging innovation through **FLEXIBILITY** in site design with respect to lot sizes, compact development, building spacing, heights and density of buildings, open space, and parking.
- Allowing a variety of **CREATIVE SOLUTIONS** to community design that may not be possible through the literal application of the local zoning ordinance and subdivision regulations.
- Encouraging a mixed-use, **MASTER PLANNED** community providing for residential, recreational, and community services.
- Encouraging **INNOVATIONS** in land use that result in the availability of attractive development opportunities.
- Promoting more **EFFICIENT** use of land and energy through reasonable infrastructure requirements.
- Maximizing the **UNIQUE** physical features of the site.
- Creating development patterns and community design that further the **GOALS** and **POLICIES** of the City of Casper.
- Providing appropriate **TRANSITIONS** between land uses while encouraging an overall community focus.
- Providing **FLEXIBILITY** for both land use types and density to be **TRANSFERRED** between parcels, responding better to the needs of the consumer and changing market conditions.
- Encouraging **FLEXIBILITY** in the design of streets to allow departure from literal enforcement of present codes regarding design standards, street widths, drainage, curb and gutters, street lighting, landscaping, utilities and similar aspects.
- Creating a compact **SUSTAINABLE** growth community that respects the land while enhancing and preserving the natural beauty of the property.
- Promoting **PEDESTRIAN** and bicycle activity and reducing automobile use by providing trails for interconnecting uses.

Planned Unit Development (PUD) Guidelines

II. Authority / Definitions

Authority

These standards will apply to all property contained within the CENTENNIAL HILLS development. The guidelines will become the governing standards for review, approval and modification of development activities occurring on the property. The subdivision and zoning ordinances and regulations for the CITY OF CASPER will apply where the provisions of this guide do not address a specific subject.

Definitions

- **Compact Housing**

A form of cluster development whereby residential units are grouped together to provide improved design, more efficient construction techniques, community green or open space, shared parking or access, and other amenities that might not be obtainable through conventional development.

- **Lot width**

The horizontal distance between side lot lines measured at right angles to the lot depth at the established front yard setback line.

- **Multi-family (MF)**

Condominiums and/or apartments with a maximum density of 18 du/ac.

- **Gross Parcel Boundary**

Parcel Gross Boundaries are shown on the Planned Unit Development (PUD) Plan. Parcel boundaries shown are to the centerline of streets and Open Spaces.

- **Open Space**

All public and private areas set aside for recreational and open space purposes, but not limited to lakes, drainage corridors, bicycle and walking trails, detention/retention areas, tree preservation areas, outdoor recreation and field sports, buffers. The open space will not include the yards of the private residences.

- **Planned Unit Development (PUD)**

This Planned Unit Development provides a maximum degree of flexibility to accommodate single family detached and multi-family development for any portion of the property within the community as long as density standards set forth in this PUD document for the overall project are maintained.

- **Single Family Attached (SFA)**

Two-family dwelling (duplex); up to four-unit buildings; patio homes and townhomes.

- **Single Family Detached (SFD)**

One single family detached dwelling unit which is exclusively single family detached dwellings. Single family detached dwellings may be configured as or utilize zero lot line or alley loaded development.

Planned Unit Development (PUD) Guidelines

III. General Location and Land Uses

LOCATION

The proposed community is approximately 228.8 acres and is located east of Wyoming Boulevard, north of Country Club Road. (See Vicinity Map-Exhibit A) The property is located in Natrona County, Wyoming.

USE

The property is presently a mix of developed and undeveloped. Property is currently zoned Planned Unit Development (PUD).

ADJACENT ZONING

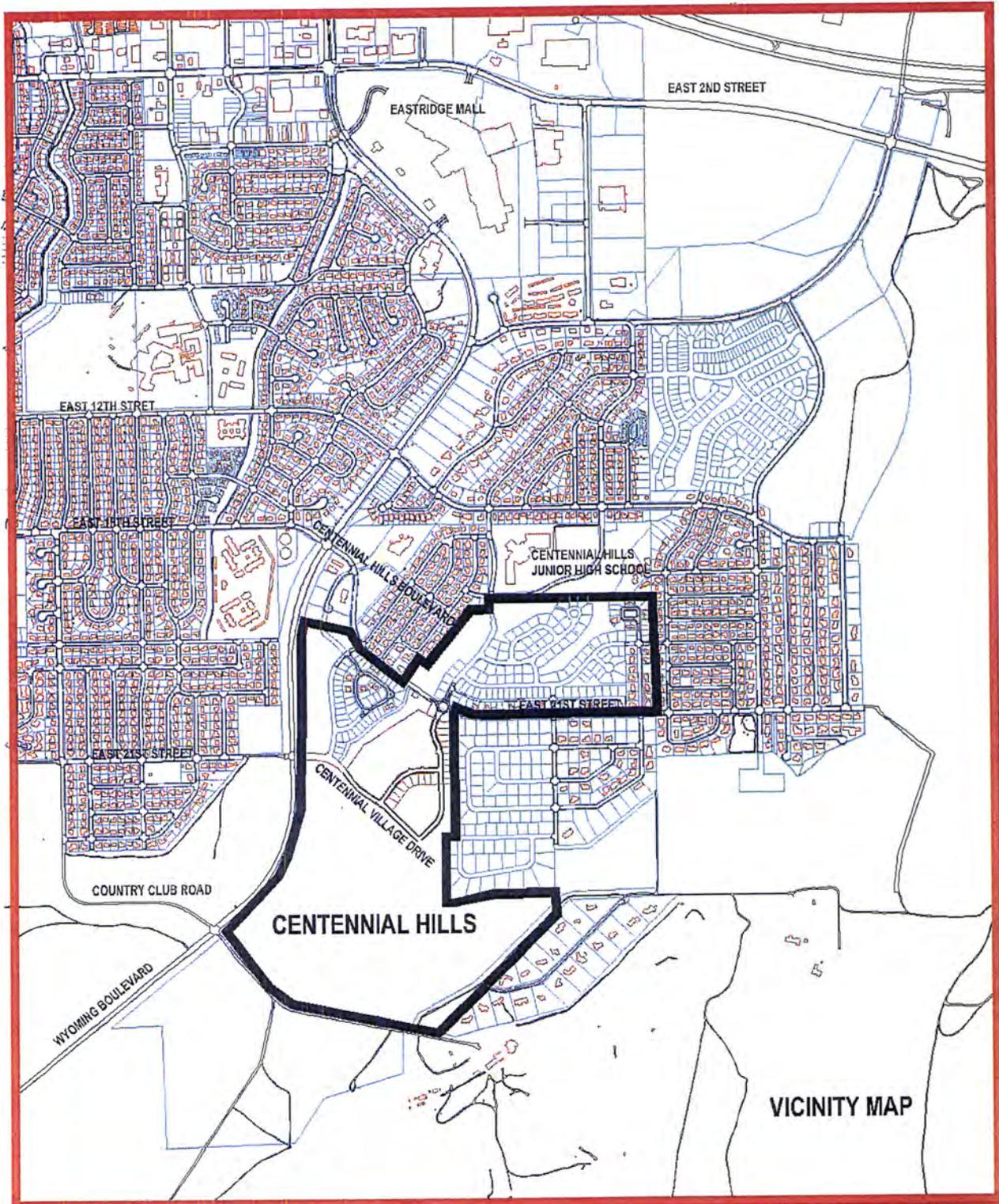
R1, R2, C2, and AG zoning surround the property.

ACCESS

Access to the community will be utilize three streets off of Wyoming Boulevard. 1. East 15th Street/Centennial Hills Boulevard/ East 21st Street 2. East 21st Street/Centennial Village Drive 3. Casper Country Club Road. Secondary access is via 18th Street and 21st Street off of Cornwall. Waterford from Donegal will also provide secondary access to the area.

Planned Unit Development (PUD) Guidelines

Vicinity Map



Planned Unit Development (PUD) Guidelines

IV. Planned Unit Development Guidelines

The land uses identified on the Planned Unit Development Plan allows for flexibility to respond to market conditions, while maintaining the character and integrity of the development plan. Land uses are as depicted on the Planned Unit Development (PUD) Plan (Exhibit B). Land use boundaries are conceptual and subject to alteration through approval of final plat.

A Detailed Site Plan involving street layouts, sidewalks, lot configuration, lot sizes, building envelopes and building styles must be submitted to Council for review and approval prior to approval of the final plat for a particular construction phase. The building styles shall not depart substantially from the existing character of the area. Conditions or restrictions approved with the General Plan may be amended as approved by the Casper City Council or minor changes to land use boundaries or land use quantities may be approved by City Staff.

Transfer of density is permitted between parcels but in no instance will the total units exceed the allowable approved for the project (See Exhibit D). Minimum lot sizes, setbacks, and special conditions are noted in Exhibit E.

Twenty percent (20%) useable open space will be provided.

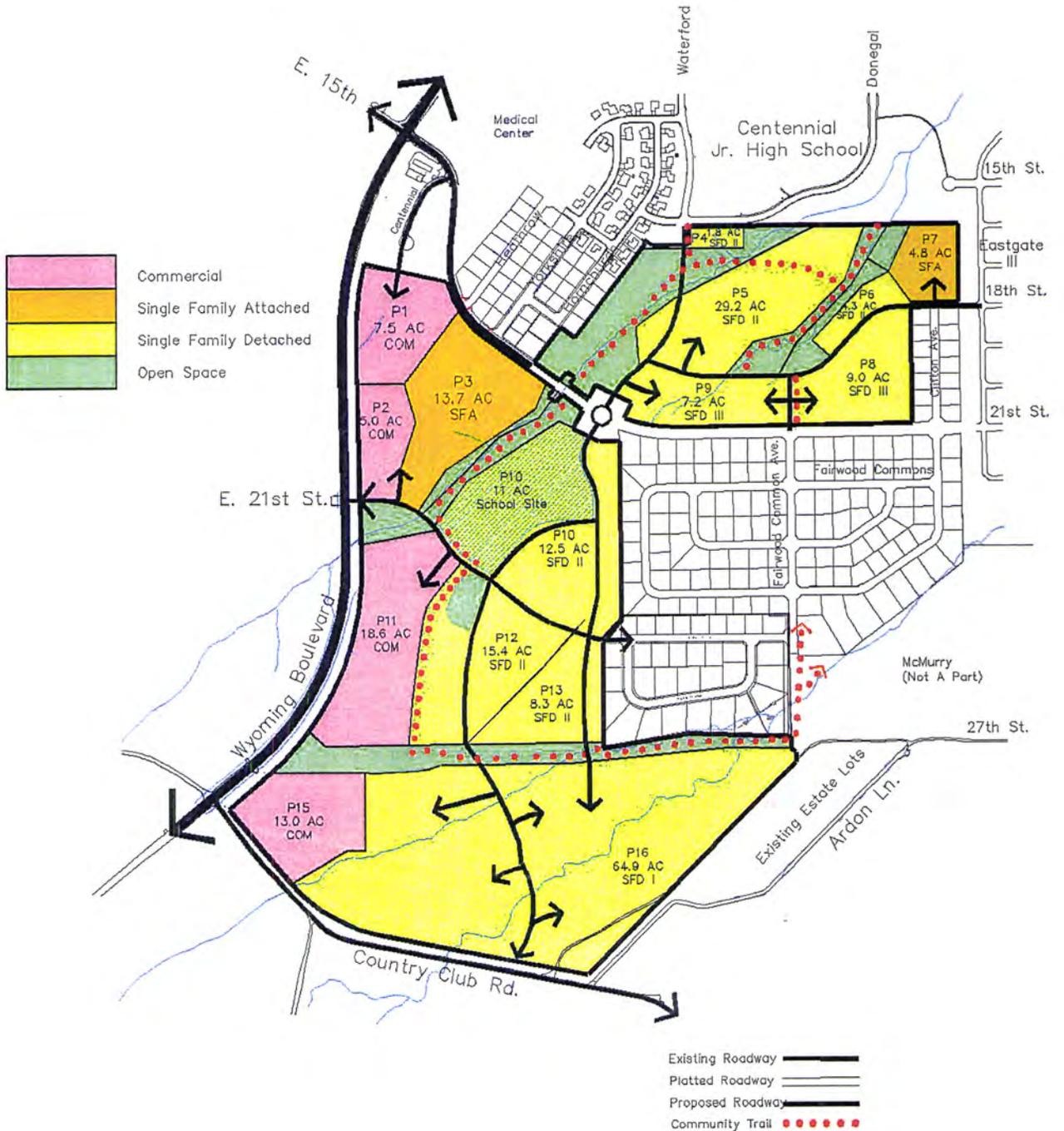
Model homes are allowed in all parcels. The City will not issue an occupancy permit for any such structures until the utilities are installed.

Sales offices are permitted in all parcels for the duration of the sale of the overall community.

Plat submittals for residential parcels will include a PUD Plan dwelling unit reconciliation of previously approved quantities for each land use in reference to the overall approved unit total and land use quantities.

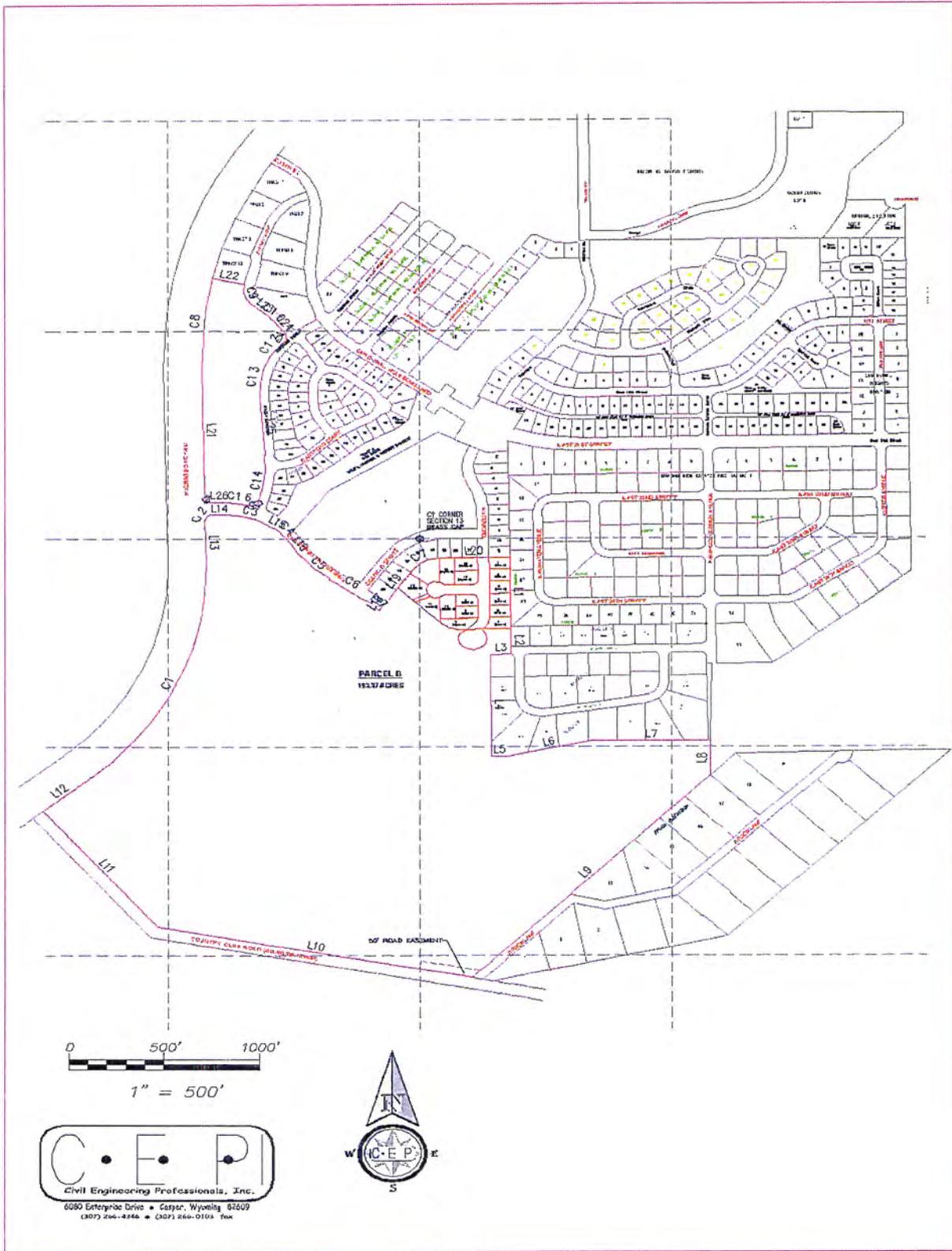
Planned Unit Development (PUD) Guidelines

B. Planned Unit Development Plan



Planned Unit Development (PUD) Guidelines

C. Property Survey and Legal Description



Planned Unit Development (PUD) Guidelines

Land Use Summary - Exhibit 'D'

The primary land use categories within CENTENNIAL HILLS:

Use	Area (Ac)	Percent
SFD-Single Family Detached	155.2	67.8
SFA-Single Family Attached	18.5	8.1
School	11.0	4.8
Commercial	44.1	19.3
Totals	228.8	100.0

Total areas per land use may exceed the amounts listed above.

The maximum total units which may be constructed will not exceed 686 units or 3.0 gross du/ac based on 228.8 Gross Acres.

Open space requirement of 20% for the overall project will be provided.

Minor changes to Land Use Parcel boundaries and Land Use quantities may be approved administratively by The City of Casper Community Development Director.

Planned Unit Development (PUD) Guidelines

Parcel Land Use Summary - Exhibit 'E'

<u>Development</u>	<u>Gross Parcel</u>	
<u>Parcel</u>	<u>Boundary</u>	<u>Proposed Land Use</u>
P-1	7.5	Commercial
P-2	5.0	Commercial
P-3	13.7	Residential - SFA
P-4	1.8	Residential - SFD II
P-5	29.2	Residential - SFD II
P-6	4.3	Residential - SFD II
P-7	4.8	Residential - SFA
P-8	9.0	Residential - SFD III
P-9	7.2	Residential - SFD III
P-10	26.1	Residential - SFD II and Educational Uses
P-11	18.6	Commercial
P-12	15.4	Residential - SFD II
P-13	8.3	Residential - SFD II
P-15	13.0	Commercial
P-16	64.9	Residential - SFD I
Totals	228.8	

Planned Unit Development (PUD) Guidelines

A. Site Organization

Planned Community Objective:

Elements of the plan for CENTENNIAL HILLS, including buildings, circulation system, and open space areas, should be designed to promote an efficient, functionally organized, and cohesive community where possible.

Development Guidelines:

1. Individual parcels will be designed around a neighborhood focus/theme while reinforcing the overall identity and character of CENTENNIAL HILLS.
2. Compact development and clustering of lots and buildings are encouraged in order to minimize the amount of land used, create open space areas, shorten vehicular trips, reduce hard surface areas for drainage, cost, and aesthetics, and to promote visual interest to the community.
3. Buildings, streets, and open space areas will be situated to maximize the amount and quality of views and natural light, where possible.
4. Buffers will provide a reasonable transition from adjacent streets and properties.
5. Unifying elements, including but not limited to the use of building materials, colors, landscaping, and signage, is encouraged.
6. The natural features of the site have been identified and are incorporated into the community.

Planned Unit Development (PUD) Guidelines

B. Building Height, Setback and Minimum Lot Size

Development Objective:

Promote a variety of building heights and setbacks related to the land use designations and market demand. This is intended to permit individual appearance and identity within the overall community theme.

Development Guidelines:

1. Factors to be considered when establishing building setbacks may include building type, height, architectural configuration, indoor/outdoor relationship, building orientation, relationship to open space or other amenities, pedestrian circulation, and landscape treatment.
2. Variable front yard setbacks are encouraged to provide visual variety to the street scene.
3. Final building setbacks from lot lines are to be established as part of and during the detailed site planning and platting process for the individual development parcels.
4. Maximum residential building heights for the detached single family development, measured from finished grade to the mid point of a hip, gable or similar pitched roof or the highest point of a mansard or flat roof is 35'.
5. The minimum lot size for all uses is shown in Exhibit "F" below.
6. Minimum lot widths, sizes and intensity of use established by this Planned Unit Development supersedes the City of Casper Zoning Code Development Regulations where applicable.

Exhibit "F" summarizes Building Heights and Setbacks.

Exhibit "F" - Minimum Setbacks/ Lot Sizes

	SFD I	SFD II	SFD III (Alley Load)	SFA	Commercial
Lot Area	9000 sf (A)	6000 sf (B)	4000 sf	6000 sf (C)	None (D)
Lot Width	75' (A)	50' (B)	40'	50'(C)	None (D)
Front Setback	18'/25' (E)	18'/25' (E)	10'	18'/25' (E)	0' (D)
Rear Setback	10' (A)	10' (B)	10'	10' (C)	None (D)
Side Setback	5' (A)	5' (B)	5'	5' (C)	None (D)
Side Adjacent to Street	18'/25'	18'/25'	18'/25'	18'/25'	NA

- A. As per Section 17.28.040 Casper Muni. Code Ord. #00-01 (R-1)
- B. As per Section 17.32.040 Casper Muni. Code Ord. #00-01 (R-2)
- C. As per Section 17.36.040 Casper Muni. Code Ord. #00-01 (R-3)
- D. As per Section 17.68.040 Casper Muni. Code Ord. #00-01 (C-2)
- E. 25' to Garage, 18' to Front of Living Space

Planned Unit Development (PUD) Guidelines

B. Street Standards

Development Objective:

Establish a street hierarchy system that responds to specific development and traffic movement needs with adequate connectivity to adjacent neighborhoods.

Development Guidelines:

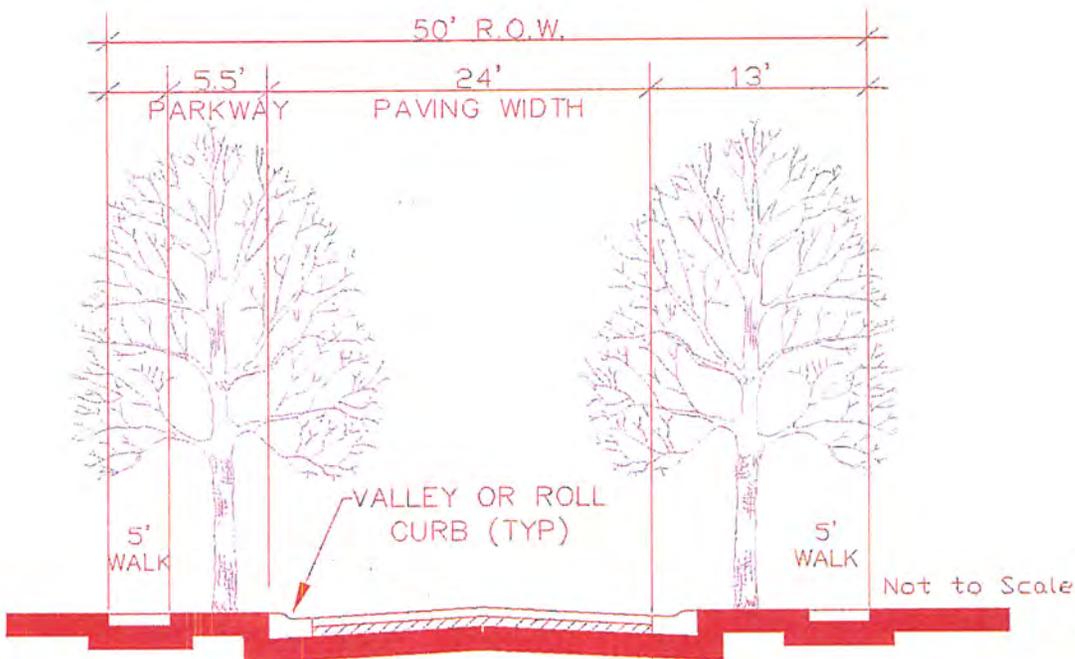
1. Encourage efficient use of land through reasonable pavement requirements.
2. Promote street design that is compatible with neighborhood and community needs.
3. Waterford Street will be extended, from the 21st Street round-a-about to Donegal. The developer shall install Waterford from the round-a-bout to Donegal as previously agreed.
4. Access to Wyoming Boulevard from the PUD will occur at 15th Street/Centennial Hills Boulevard, 21st Street/Centennial Village Drive and Country Club Road per the approvals and requirements of the Wyoming Department of Transportation (WYDOT).
5. Protect the integrity of residential neighborhoods by limiting traffic volume and traffic speed through connectivity and physical design.
6. Design the internal street system to dispense traffic (connectivity).
7. Design street pavement widths in response to specific criteria such as building type, density, topography, drainage system, parking requirements, and market preference.
8. Design road improvements in response to specific criteria such as type of drainage facility or utility placement or sidewalk and parking requirements.
9. Streets will be designed as part of the detailed site planning and platting of individual parcels and based on the following criteria and sections.
10. Tree lawns, parkway landscape, or similar landscape within the public right of way shall be maintained by the adjacent land owner; except for any landscaped medians between travel lanes or within the bulbs of cul-de-sacs, which shall be maintained by the HOA.

Planned Unit Development (PUD) Guidelines

Local Collector Street

The intent of the local collector street is to provide, within neighborhoods, a low speed access way for through traffic to individual residences, which discourages high speed, excessive pavement, while encouraging a landscaped roadway edge with nonmotorized activity located away from the roadway. Design of these roadways will be on an individual parcel basis to be consistent with the use.

1. 50' minimum right-of-way.
2. 24' paving width. Parking allowed on Waterford adjacent to school site only; 30' pavement width required.
3. Variable parkway on both sides of the street. A minimum 5' width is necessary for tree plantings and 6' is preferred.
4. 5' detached sidewalk on both sides of street.
5. All collector streets shall be public unless paving width is less than 24', which will be private and the responsibility of a homeowner's association.
6. Off-street parking will be provided where lot sizes permit.
7. Visitor parking is only allowed on 30' wide streets or where there are parking bays or lanes.
8. 150' minimum horizontal centerline radius.
9. 100' minimum tangent between reverse curves.



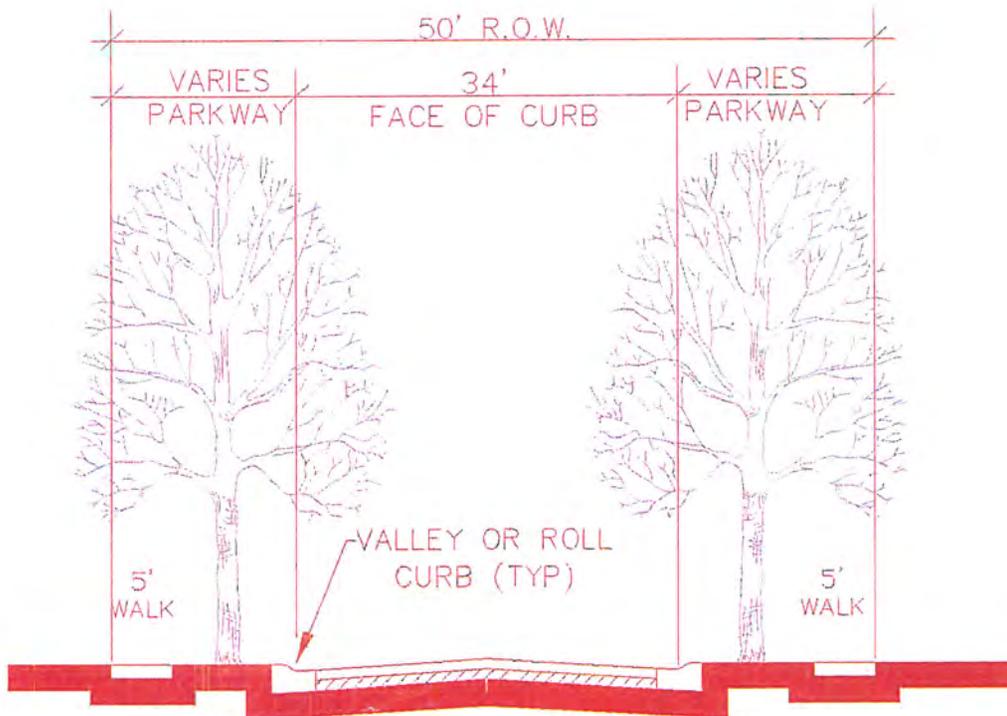
Notes: At intersections, a third lane may be provided for turning movements.

Planned Unit Development (PUD) Guidelines

Local Streets

The intent of the local streets is to provide, within neighborhoods, a low speed access way to individual residences, which discourages high speed, excessive pavement, and on street parking, while encouraging a landscaped roadway edge with non-motorized activity located away from the roadway. Design of these roadways will be on an individual parcel basis to be consistent with the use.

1. 50' minimum rights-of-way.
2. 24' paving width, parking on one side. 30' paving width, parking on both sides.
3. Variable parkway on both sides of the street. A minimum 5' width is necessary for tree plantings and 6' is preferred.
4. 5' detached sidewalk on both sides except in an area that may be approved by Planning Commission and City Council. Walkway may meander within the right-of-way.
5. Off-street parking will be provided in garages and driveways.
6. 100' minimum horizontal centerline radius
7. 100' minimum tangent between reverse curves.

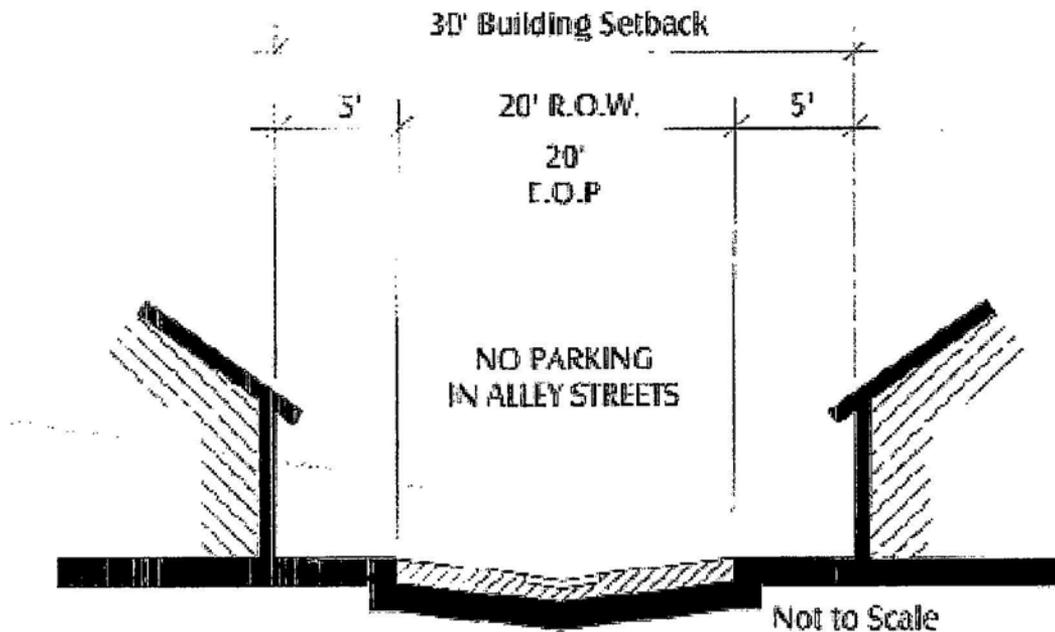


Planned Unit Development (PUD) Guidelines

Alley Streets

The intent of Alley Streets is to provide access to rearloaded lots. Design of these roadways will be on an individual parcel basis to be consistent with the use and must be approved by the City of Casper Fire Department as meeting acceptable public safety standards.

1. 20' minimum right-of-way.
2. One 20' paved travel lane measured edge of pavement to edge of pavement.
3. 50' minimum horizontal centerline radius.
4. 0' minimum tangent between reverse curves.
5. 5' garage setback from edge of alley.
6. No parking in Alley Streets.



Planned Unit Development (PUD) Guidelines

D. Parking

Development Objective:

Provide a sufficient amount of parking for residential uses in an attractive and unobtrusive manner.

Development Guidelines:

1. Each single family detached unit will have a minimum of two (2) off-street parking spaces. Spaces within a garage and on the driveway may count for these spaces.

2. Minimum parking stall size will be as follows:

	Width	Length
Full	9'	20'
Compact	9'	16'
Handicap	*	*

* Conforming with ADA standards

3. If overflow parking is to be provided, it may be provided through use of pullout parking bays or cul-de-sac islands. Where on street parking is permitted, the site plan will include the width of roadway and parking lane. Approval of parking will occur at the time of site plan review for each parcel.

Planned Unit Development (PUD) Guidelines

E. Community Open Space

Development Objective:

Work with the natural features and beauty of the site to create community open space within CENTENNIAL HILLS that utilizes natural drainage courses and physical features.

Development Guidelines:

1. Open space pockets within the residential parcels may be used to enhance the visual character of the community and to allow for neighborhood recreational uses.
2. Improvements to community open space areas may be provided in neighborhoods. The construction of storm drainage structures within the community open space will be minimized; any such improvements will be of natural character or landscaped. Trickle channels will be natural in appearance.
3. The design and amount of open space (if any) within each parcel will be determined during final design and platting of each parcel and will vary according to parcel land use and market demand.
4. Park and recreation amenities may be provided within each parcel. Mini park and view easements may be designed within a parcel to provide views to the open space for interior lots.
5. A minimum of 20% of the gross parcel boundary will be reserved in usable open space.
6. Open space is defined in Section II of this document.
7. HOA (Homeowners Association) will construct and maintain all parks and trailhead areas.
8. The developer shall construct the 10' wide trail system and the City shall maintain these trails. The developer shall provide a public access easement for the parks, trails and open space to be used by the public on an as needed basis.
9. Park site plans must be approved by the City before they are developed and built to City specifications.

Planned Unit Development (PUD) Guidelines

F. Landscaping and Fencing

Development Objective:

Utilize landscape and fence treatments to improve the overall visual quality of CENTENNIAL HILLS and to provide transitions and/or buffers between differing land uses.

Development Guidelines:

1. Retain existing vegetation where practical.
2. The use of landscaping will occur to minimize visual impacts of parking.
3. Screening may be provided when buildings are adjacent to major streets and between different land uses. Examples of appropriate screening materials include the following:
 - shrubs,
 - walls or wood fences
 - evergreen trees, and
 - land sculpture
4. Openness is a goal within CENTENNIAL HILLS, especially along open space boundaries. Fencing or walls are allowed in the following situations:
 - a. CENTENNIAL HILLS community perimeter berming, walls, or fencing (or in combinations).
 - b. Perimeter fencing and/or berming of service and storage areas is required.
 - c. Perimeter fencing of individual parcels, when a unified wall or fence is designed for the specific parcel and is consistent with the theme for CENTENNIAL HILLS except along open space boundaries.
 - d. Privacy fencing around patio and other outdoor living areas.
5. Fencing or walls in residential parcels adjacent to the open space will be limited to four feet in height, where used.

Planned Unit Development (PUD) Guidelines

G. Storm Drainage

Development Objective:

The goal of the drainage plan will be to minimize underground piping through surface provisions necessary to convey and promote recharging of the water tables, utilize the natural drainage ways, where practical.

Development Guidelines:

1. Provide for storm water management by utilizing low areas within the natural topography of the site and through the construction of additional storage basins in appropriate locations within the open space, if needed.
2. Reduce the amount of impervious surface on site through reduced pavement sections on streets and pervious lining of drainage channels and detention facilities.
3. Limit concentration of storm water runoff and point discharges by limiting the use of channeling and underground structures and piping. Sheet flow over landscape areas will be utilized whenever possible. Sheet drainage and swales are preferred over curb and gutter.
4. The overall intent is to:
 - maximize the use of natural drainage systems;
 - reduce costly conventional systems and associated point discharges;
 - maximize water retention and water table recharge.
5. Use accepted erosion control techniques during construction.
6. Along roadways and drives, drainage swales will be provided only where needed or required to interrupt flows from uphill sources. Additional slope and drainage easements will be provided when necessary.
7. Drainage improvements, if required, will be in accordance to applicable sections of the City of Casper Code of Ordinances. Such private drainageways must be designed to handle adequate flows and cannot be built without specific approval of the City Engineer. Improvements will comply with the Elkhorn Valley Drainage Master Plan.

H. Lighting

Development Objective:

Design lighting that is appropriate to each neighborhood but consistent with an overall community theme.

Development Guidelines:

1. All signage and lighting will be consistent with the overall theme of the community.
2. Lighting fixtures will reflect the character, height and scale of the proposed development, to enhance landscaped architectural features. Street lights may be eliminated in favor of ground mounted, tree mounted or building mounted fixtures with approval from the City Engineer.
3. The lighting objective is to see the lighted area with minimum view of the light source.
4. A coordinated and unified street signage, mailbox and lighting standard will be used throughout the project.

Planned Unit Development (PUD) Guidelines

I. Signage and Monumentation

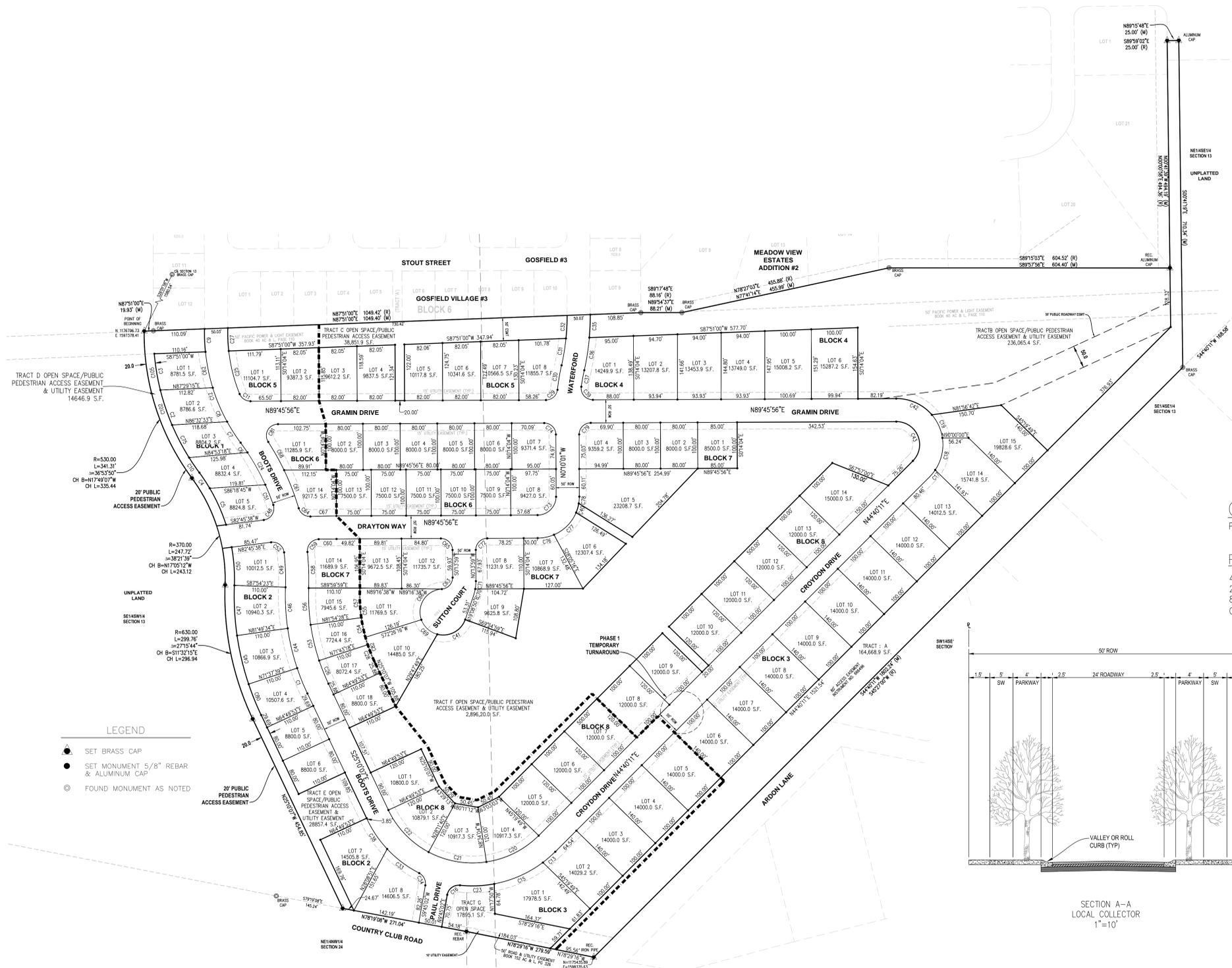
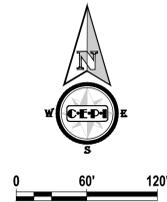
Development Objective:

Signage and monumentation appropriate to each use and consistent with the overall community theme.

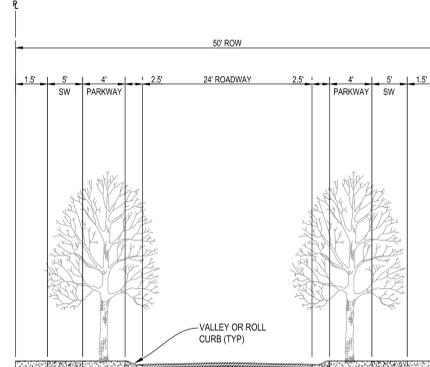
Development Guidelines:

1. Non-accessory (non-CENTENNIAL HILLS oriented) signage will not be permitted within the boundaries of the PUD. No commercial signage will be allowed.
2. Permanent community signs that identify the "CENTENNIAL HILLS" community may be provided at the residential entrances. These signs will be designed within an overall entry landscape and monument design theme. The community signs will be ground mounted with a maximum text area of 80 square feet per face and a maximum of two faces per entrance. The text area will not exceed six feet in height as measured from finished grade.
3. Flashing signs and roof mounted signs are prohibited.
4. "Resale" house for sale signs will conform to the local marketing signs.
5. Model home areas and model signage are permitted during the original sale of the community.

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	6° 47' 46"	500.00'	S21° 46' 14"E	59.27'	59.31'
C2	31° 23' 34"	510.00'	S20° 34' 15"E	275.95'	279.43'
C3	8° 59' 15"	510.00'	S9° 22' 05"E	79.92'	80.00'
C4	5° 57' 35"	390.00'	N33° 17' 14"W	40.55'	40.57'
C5	12° 46' 06"	390.00'	N23° 55' 24"W	86.73'	86.91'
C6	2° 57' 21"	500.00'	S34° 47' 21"E	25.79'	25.80'
C7	7° 45' 51"	400.00'	S32° 23' 06"E	54.16'	54.20'
C8	6° 44' 38"	400.00'	S25° 07' 51"E	47.05'	47.08'
C9	7° 09' 32"	400.00'	S2° 15' 55"E	49.95'	49.98'
C10	4° 25' 49"	510.00'	N34° 03' 07"W	39.42'	39.43'
C11	68° 09' 29"	25.00'	N56° 09' 20"W	28.02'	29.74'
C12	4° 42' 58"	400.00'	S19° 24' 05"E	32.91'	32.92'
C13	8° 09' 10"	250.00'	N48° 41' 18"E	35.54'	35.57'
C15	26° 29' 23"	250.00'	N66° 00' 35"E	114.56'	115.58'
C16	86° 27' 58"	25.00'	N52° 59' 01"E	34.25'	37.73'
C17	11° 16' 02"	100.00'	N39° 02' 10"E	19.63'	19.67'
C18	41° 51' 43"	100.00'	N12° 28' 17"E	71.45'	73.06'
C19	31° 51' 52"	100.00'	N24° 23' 30"W	54.90'	55.61'
C20	36° 45' 45"	200.00'	S63° 03' 03"W	126.14'	128.33'
C21	36° 45' 45"	200.00'	N80° 11' 12"W	126.14'	128.33'
C22	36° 38' 12"	200.00'	N43° 29' 13"W	125.72'	127.89'
C23	16° 57' 45"	250.00'	N87° 44' 08"E	73.74'	74.01'
C24	9° 10' 02"	500.00'	S28° 43' 39"E	79.91'	80.00'
C25	15° 57' 19"	347.52'	N14° 02' 31"W	96.46'	96.77'
C26	6° 53' 25"	450.00'	N21° 43' 24"W	54.08'	54.12'
C27	8° 27' 45"	338.47'	N2° 21' 16"W	49.95'	49.99'
C28	6° 53' 25"	340.00'	S21° 43' 24"E	40.86'	40.89'
C29	83° 27' 24"	25.00'	S48° 02' 14"W	33.28'	36.41'
C30	6° 11' 19"	500.00'	S9° 24' 11"W	53.98'	54.01'
C31	6° 46' 13"	500.00'	S9° 06' 44"W	59.05'	59.08'
C32	5° 58' 54"	480.46'	S2° 51' 17"W	50.14'	50.16'
C33	19° 58' 13"	250.00'	S52° 41' 12"E	86.70'	87.14'
C34	72° 25' 20"	25.00'	S26° 27' 38"E	29.54'	31.60'
C35	5° 24' 36"	530.83'	N2° 23' 48"E	50.10'	50.12'
C36	7° 33' 31"	545.03'	N8° 45' 08"E	71.85'	71.90'
C37	4° 38' 23"	450.00'	N10° 10' 39"E	36.43'	36.44'
C38	17° 31' 58"	250.00'	S33° 56' 06"E	76.20'	76.50'
C39	98° 05' 32"	25.00'	N41° 11' 18"W	37.76'	42.80'
C40	13° 17' 30"	90.00'	N15° 59' 53"E	20.83'	20.88'
C41	85° 42' 14"	50.00'	N61° 59' 58"E	68.01'	74.79'
C42	49° 54' 38"	100.00'	N65° 16' 45"W	87.11'	87.11'
C43	134° 54' 15"	50.00'	S22° 46' 57"E	92.36'	117.73'
C44	10° 11' 55"	500.00'	S13° 16' 24"E	88.88'	89.00'
C45	10° 11' 55"	610.00'	N13° 16' 24"W	108.44'	108.58'
C46	10° 16' 03"	500.00'	S3° 02' 25"E	89.48'	89.60'
C47	10° 16' 03"	610.00'	N3° 02' 25"W	109.12'	109.31'
C48	101° 30' 14"	25.00'	S32° 00' 31"W	38.72'	44.29'
C49	8° 41' 51"	500.00'	S2° 15' 19"E	75.83'	75.90'
C50	12° 13' 59"	390.00'	N4° 01' 23"W	83.11'	83.27'
C51	5° 24' 02"	500.00'	S21° 26' 37"E	47.11'	47.13'
C52	90° 38' 08"	25.00'	S51° 55' 18"E	35.55'	39.55'
C53	10° 11' 09"	450.00'	N13° 11' 07"W	79.89'	80.00'
C54	10° 11' 09"	340.00'	S13° 11' 07"E	60.36'	60.44'
C55	18° 12' 03"	340.00'	S6° 19' 45"E	107.55'	108.01'
C56	10° 11' 09"	450.00'	N2° 59' 58"W	79.89'	80.00'
C57	10° 51' 49"	340.00'	S2° 39' 38"E	64.37'	64.47'
C58	8° 11' 03"	550.00'	N1° 59' 55"W	78.50'	78.56'
C59	94° 23' 13"	25.00'	N41° 06' 10"E	36.68'	41.18'
C60	1° 28' 09"	1500.00'	N89° 01' 51"E	38.46'	38.46'
C61	9° 14' 07"	550.00'	N20° 48' 50"W	88.56'	88.65'
C62	11° 27' 33"	398.62'	S11° 20' 02"E	79.59'	79.72'
C63	86° 34' 37"	25.00'	S43° 03' 20"W	34.28'	37.78'
C64	76° 06' 43"	25.00'	N54° 15' 08"W	30.82'	33.21'
C65	90° 00' 05"	25.00'	S45° 14' 02"E	35.36'	39.27'
C66	105° 51' 17"	50.00'	S33° 25' 00"W	79.79'	92.38'
C67	2° 04' 25"	1550.00'	S88° 43' 43"W	56.09'	56.10'
C68	7° 19' 38"	550.00'	N28° 05' 43"W	70.29'	70.34'
C69	55° 38' 16"	50.00'	S47° 19' 47"E	46.67'	48.55'
C70	9° 32' 55"	100.00'	N14° 22' 23"E	16.65'	16.67'
C71	9° 49' 55"	100.00'	N4° 40' 58"E	17.14'	17.16'
C72	89° 59' 55"	25.00'	N44° 45' 58"E	35.35'	39.27'
C73	89° 55' 57"	40.00'	S44° 47' 57"W	56.54'	62.78'
C74	90° 04' 03"	25.00'	S45° 12' 03"E	35.38'	39.30'
C75	8° 59' 15"	510.00'	N27° 20' 35"W	79.92'	80.00'
C76	22° 57' 29"	90.00'	N78° 17' 02"E	35.82'	36.06'
C77	44° 09' 40"	90.00'	N44° 43' 28"E	67.66'	69.37'
C78	9° 31' 09"	90.00'	N4° 35' 33"E	14.94'	14.95'
C79	89° 55' 57"	25.00'	N44° 47' 57"E	35.33'	39.24'
C80	6° 47' 46"	610.00'	S21° 46' 14"E	72.31'	72.35'
C81	122° 31' 27"	25.00'	N28° 30' 12"E	43.84'	53.46'
C82	9° 44' 21"	340.00'	S20° 17' 57"E	57.72'	57.79'



- LEGEND**
- SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - FOUND MONUMENT AS NOTED



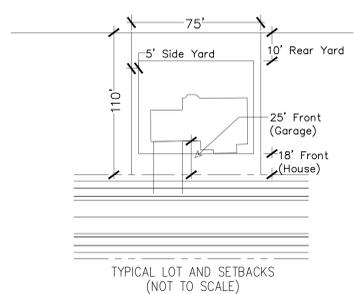
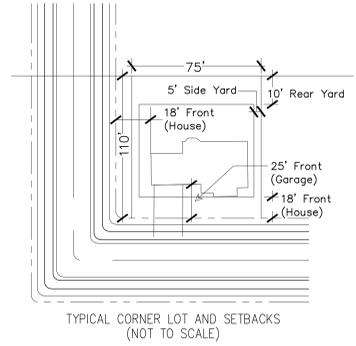
SECTION A-A
LOCAL COLLECTOR
1"=10'

PARKING DIAGRAM
(NOT TO SCALE)

CENTENNIAL HILLS
PARCEL P-16

PARCEL SUMMARY (P-16)

47.417 ACRES GROSS
28.74 ACRES NET RESIDENTIAL
89 RESIDENTIAL LOTS
0.32 DU/ACRE NET



SITE PLAN OF
GOSFIELD VILLAGE ADDITION NO. 4

TO THE CITY OF CASPER, WYOMING

BEING A PORTION OF THE SE1/4SW1/4, SW1/4SE1/4 AND SE1/4SE1/4 SECTION 13, AND THE NE1/4NW1/4 AND NW1/4NE1/4 SECTION 24, T.33N., R.79W., 6TH P.M. NATRONA COUNTY, WYOMING

**GOSFIELD VILLAGE ADDITION NO. 4
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this _____ day of _____, 201__ 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. 402, LLC, 141 South Center Street, #200, 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 petitioned for approval of a final plat and accompanying site plan of the Gosfield Village Addition No. 4, a sub-area of the Centennial Hills PUD (Planned Unit Development), comprising 47.14-acres, more or less.
- C. A plat of Gosfield Village Addition No. 4 (“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.
- D. A PUD (Planned Unit Development) site plan of Gosfield Village Addition No. 4 has been prepared by the Owner, and approved by the City of Casper, and is attached hereto as Exhibit “A.”

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on

other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. The Owner shall pay the City appropriate recapture fees for the construction of the East 21st Street extension, per the Recapture Agreement dated October 30, 2002, as amended. Per said agreement, the Owner is obligated to pay a total of Two Hundred Seventy Six Thousand Seven Hundred Seventy Five Dollars (\$276,775) for Gosfield Village Addition No. 4 (2,065,485 square feet multiplied by \$0.1340 per square foot). Said monies shall be paid prior to the issuance of a permit to construct.
- b. The Owner shall plant trees in all landscaped “parkways” located between the sidewalks and the streets, at a maximum spacing interval of forty (40) foot on center.
- c. Secondary access from Gosfield Village Addition No. 4 to Country Club Road, shown on the plat as Paul Drive, shall be constructed concurrent with the public improvements in the first phase of the development.
- d. Owner shall pay the City, prior to the recording of the Gosfield Village Addition No. 4, Two Hundred Seventy Five Thousand Dollars (\$275,000), to be used for the eventual reconstruction of Country Club Road to City standard specifications. An estimate of costs for the reconstruction of Country Club Road is attached hereto as Exhibit “B,” which by reference herein is hereby incorporated into this Agreement.

According to Exhibit "B," the 2013 estimate of the Owner's entire obligation for its proportionate share of the cost of Country Club Road is Five Hundred Fifty Seven Thousand Nine Hundred Eleven dollars (\$557,911). The Owner shall pay the Two Hundred Eighty Two Thousand Nine Hundred Eleven Dollar (\$282,911) balance of its total obligation for Country Club Road (\$557,911 minus \$275,000) at the time that the next phase of Centennial Hills is developed. It is understood that the next phase of Centennial Hills will not be likely to develop until such time as Zone III water becomes available to service the property.

- e. The Centennial Hills Village PUD (Planned Unit Development) Homeowner's Association shall be solely responsible for establishing areas where on-street parking is permitted and/or prohibited, pursuant to the standards set forth in Section IV, Subsections (C) and (D) of the approved Planned Unit Development Guidelines, as amended. Given the narrow street concept implemented by the Centennial Hills Village PUD (Planned Unit Development), primary enforcement of on-street parking within the Centennial Hills Village PUD (Planned Unit Development) shall be the responsibility of the Homeowner's Association and/or Owner.

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:

402, LLC
141 South Center Street
#200
Casper, Wyoming 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

Paul L. Meyer
Mayor

WITNESS:

OWNER
402, LLC

By: _____

By: 

Printed Name: _____

Printed Name: PEG INGRAM

Title: _____

Title: MANAGING MEMBER

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 201__ by Paul L. Meyer, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

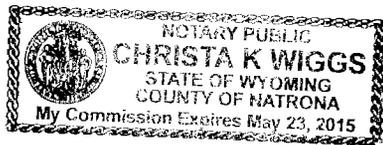
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 21st day of January, 2014 by Peg Ingram as the managing member of 402, LLC.

(Seal, if any)

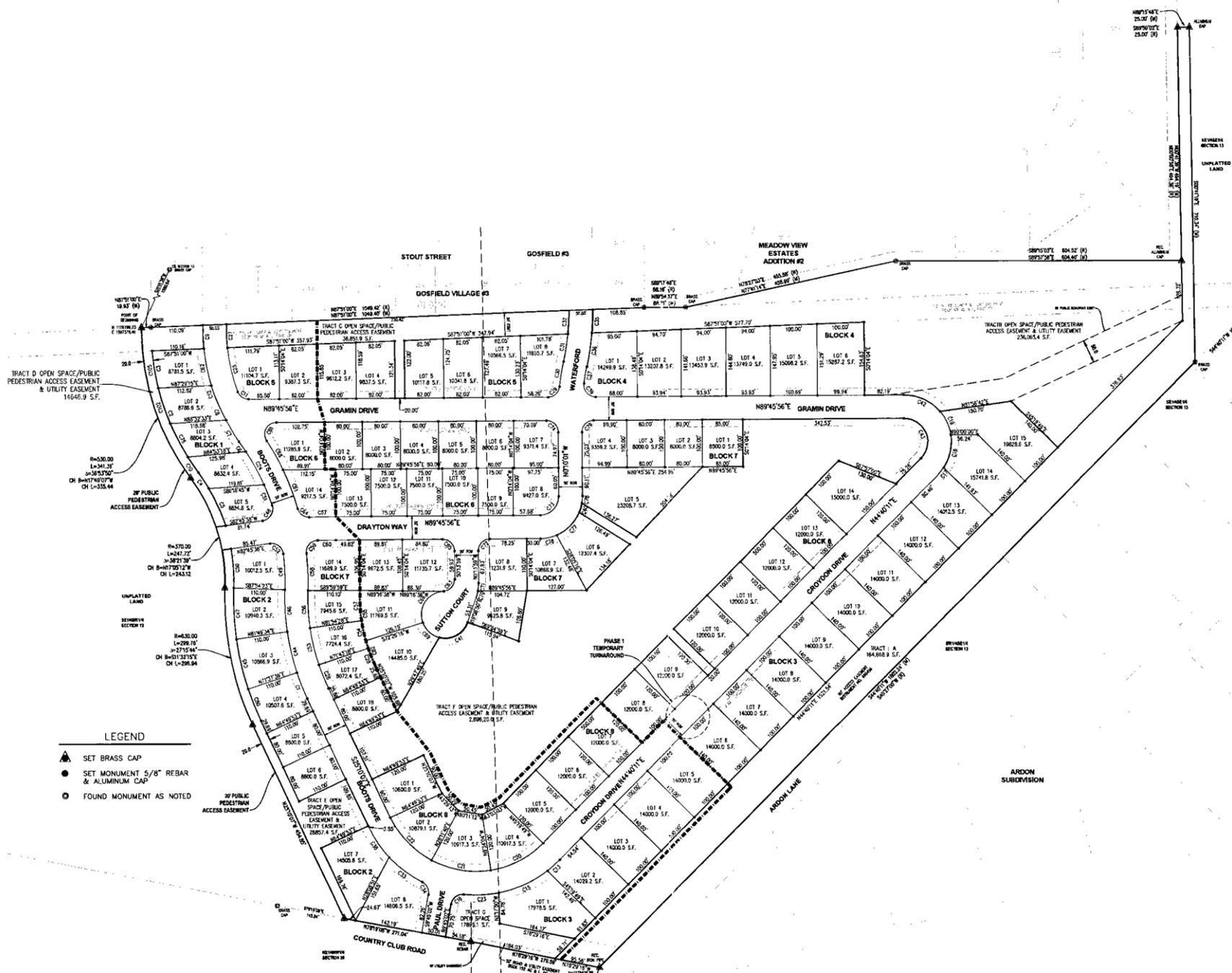


Christa K Wiggs
(Signature of notarial officer)

Notary
Title (and Rank)

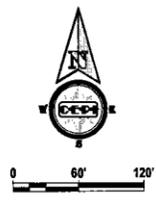
[My Commission Expires: 05/23/15]

EXHIBIT
A
 1 of 3



LEGEND

- ▲ SET BRASS CAP
- SET MONUMENT 5/8" REBAR & ALUMINUM CAP
- FOUND MONUMENT AS NOTED



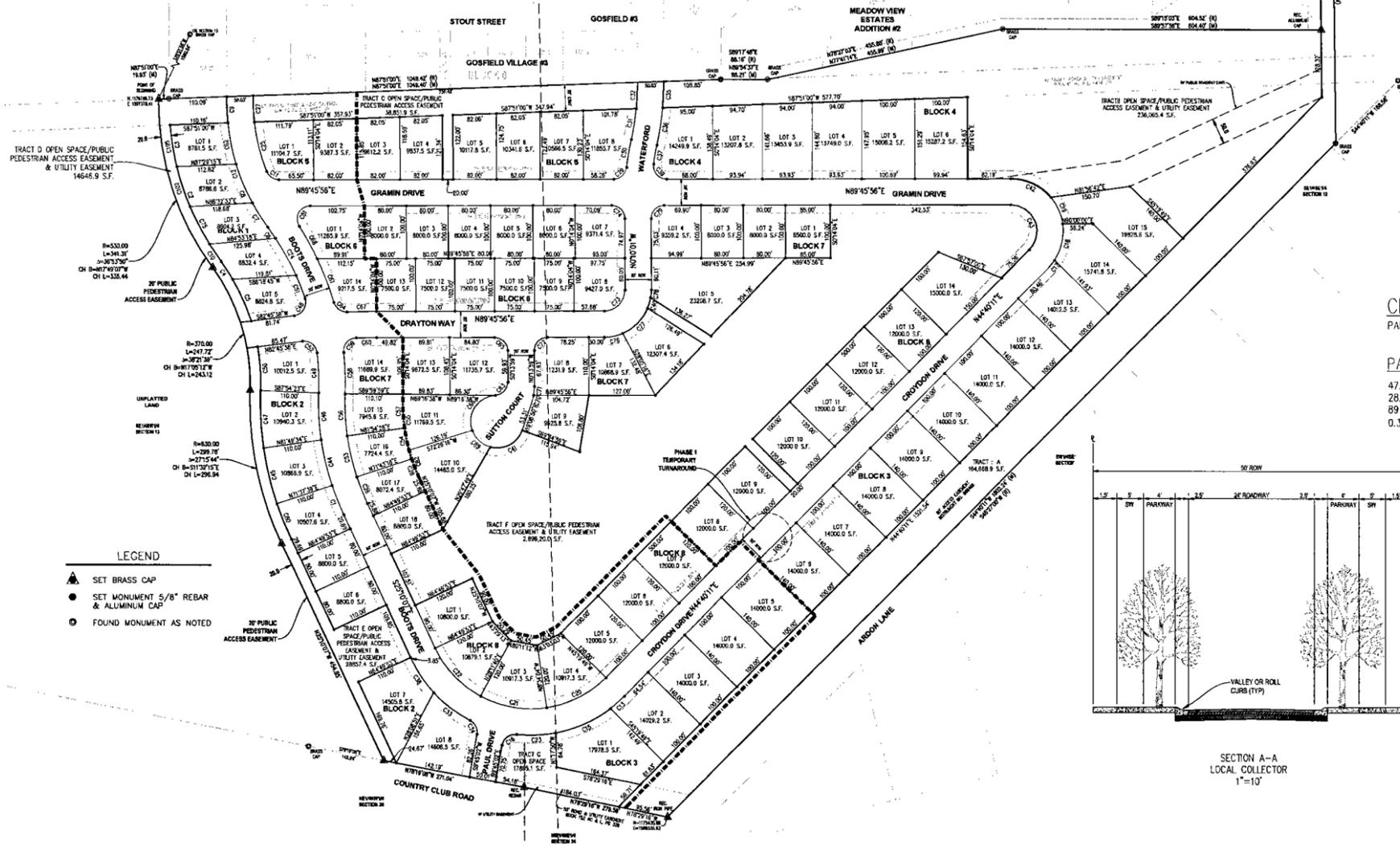
CEPI
 Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

PLAT OF
GOSFIELD VILLAGE ADDITION NO. 4
 TO THE CITY OF CASPER, WYOMING
 BEING A PORTION OF THE SE1/4SW1/4, SW1/4SW1/4 AND
 SE1/4SE1/4 SECTION 13, AND THE NE1/4NW1/4 AND NW1/4NE1/4
 SECTION 24, T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 SHEET 2 OF 2

M:\land 2012\Drawings\12-35_Gosfield #4\Drawings\12-35_Gosfield #4\Survey\Plot\GOSFIELD #4\PLAT-01-15-11.dwg, 7/15/2013, Brian

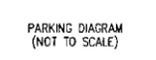
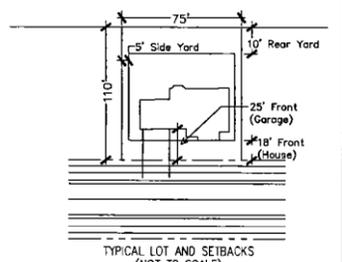
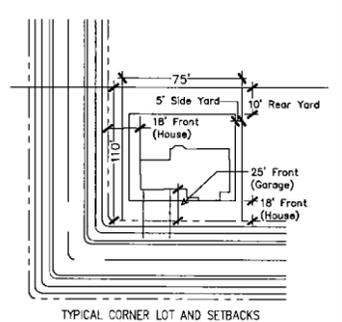
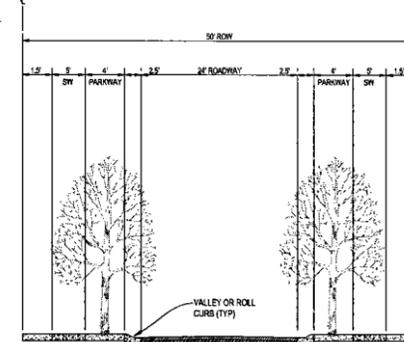
EXHIBIT
3053

CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	6° 47' 46"	500.00'	S21° 46' 14"E	59.27'	59.31'
C2	31° 23' 34"	510.00'	S20° 34' 15"E	275.95'	279.43'
C3	8° 59' 15"	510.00'	S9° 22' 05"E	79.92'	80.00'
C4	5° 57' 35"	390.00'	N33° 17' 14"W	40.55'	40.57'
C5	12° 46' 06"	390.00'	N23° 55' 24"W	86.73'	86.91'
C6	2° 57' 21"	500.00'	S34° 47' 21"E	25.79'	25.80'
C7	7° 45' 51"	400.00'	S32° 23' 08"E	54.16'	54.20'
C8	6° 44' 38"	400.00'	S25° 07' 51"E	47.05'	47.08'
C9	7° 09' 32"	400.00'	S2° 15' 55"E	49.95'	49.89'
C10	4° 25' 49"	510.00'	N34° 03' 07"W	39.42'	39.43'
C11	68° 09' 29"	25.00'	N56° 09' 20"W	28.02'	29.74'
C12	4° 42' 55"	400.00'	S19° 24' 05"E	32.91'	32.92'
C13	8° 09' 10"	250.00'	N49° 41' 18"E	35.54'	35.57'
C15	26° 29' 23"	250.00'	N68° 00' 35"E	114.56'	115.58'
C16	88° 27' 58"	25.00'	N52° 59' 01"E	34.25'	37.73'
C17	11° 16' 02"	100.00'	N39° 02' 10"E	19.63'	19.67'
C18	41° 51' 43"	100.00'	N12° 28' 17"E	71.45'	73.06'
C19	31° 51' 52"	100.00'	N24° 23' 30"W	54.90'	55.61'
C20	36° 45' 45"	200.00'	S83° 03' 03"W	126.14'	128.33'
C21	36° 45' 45"	200.00'	N80° 11' 12"W	126.14'	128.33'
C22	36° 39' 12"	200.00'	N43° 29' 13"W	125.72'	127.89'
C23	16° 57' 45"	250.00'	N87° 44' 08"E	73.74'	74.01'
C24	9° 10' 02"	500.00'	S28° 43' 39"E	79.91'	80.00'
C25	15° 57' 19"	347.52'	N14° 02' 31"W	96.46'	96.77'
C26	6° 53' 25"	450.00'	N21° 43' 24"W	54.08'	54.12'
C27	8° 27' 45"	338.47'	N2° 21' 16"W	49.95'	49.99'
C28	6° 53' 25"	340.00'	S21° 43' 24"E	40.86'	40.89'
C29	83° 27' 24"	25.00'	S48° 02' 14"W	33.28'	36.41'
C30	6° 11' 19"	500.00'	S9° 24' 11"W	53.98'	54.01'
C31	6° 46' 13"	500.00'	S9° 06' 44"W	59.05'	59.08'
C32	5° 58' 54"	480.46'	S2° 51' 17"W	50.14'	50.16'
C33	19° 58' 13"	250.00'	S52° 41' 12"E	86.70'	87.14'
C34	72° 25' 20"	25.00'	S26° 27' 19"E	29.54'	31.90'
C35	5° 24' 36"	530.83'	N2° 23' 48"E	50.10'	50.12'
C36	7° 33' 31"	545.03'	N8° 45' 08"E	71.85'	71.90'
C37	4° 38' 23"	450.00'	N10° 10' 39"E	36.43'	36.44'
C38	17° 31' 58"	250.00'	S33° 56' 06"E	76.20'	76.50'
C39	98° 05' 32"	25.00'	N41° 11' 18"W	37.76'	42.80'
C40	13° 17' 30"	90.00'	N15° 59' 53"E	20.83'	20.88'
C41	85° 42' 14"	50.00'	N61° 59' 58"E	68.01'	74.79'
C42	49° 54' 38"	100.00'	N55° 16' 45"W	84.38'	87.11'
C43	134° 54' 15"	50.00'	S22° 46' 57"E	92.36'	117.73'
C44	10° 11' 55"	500.00'	S13° 16' 24"E	88.89'	89.00'
C45	10° 11' 55"	610.00'	N13° 16' 24"W	108.44'	108.58'
C46	10° 16' 03"	500.00'	S3° 02' 25"E	89.48'	89.60'
C47	10° 16' 03"	610.00'	N3° 02' 25"W	109.17'	109.31'
C48	101° 30' 14"	25.00'	S32° 00' 31"W	38.72'	44.29'
C49	8° 41' 51"	500.00'	S2° 15' 19"E	75.83'	75.90'
C50	12° 13' 59"	390.00'	N4° 01' 23"W	83.11'	83.27'
C51	5° 24' 02"	500.00'	S21° 26' 37"E	47.11'	47.13'
C52	90° 38' 08"	25.00'	S51° 55' 18"E	35.55'	39.55'
C53	10° 11' 09"	450.00'	N13° 11' 07"W	79.89'	80.00'
C54	10° 11' 09"	340.00'	S13° 11' 07"E	60.36'	60.44'
C55	18° 12' 03"	340.00'	S6° 19' 45"E	107.55'	108.01'
C56	10° 11' 09"	450.00'	N2° 59' 58"W	79.89'	80.00'
C57	10° 51' 49"	340.00'	S2° 39' 38"E	64.37'	64.47'
C58	8° 11' 03"	550.00'	N1° 59' 55"W	78.50'	78.56'
C59	94° 23' 13"	25.00'	N41° 06' 10"E	36.68'	41.18'
C60	1° 28' 09"	1500.00'	N89° 01' 51"E	38.46'	38.46'
C61	9° 14' 07"	550.00'	N20° 48' 50"W	88.56'	88.65'
C62	11° 27' 33"	398.62'	S11° 20' 02"E	79.59'	79.72'
C63	86° 34' 37"	25.00'	S43° 03' 20"W	34.28'	37.78'
C64	76° 06' 43"	25.00'	N54° 15' 08"W	30.92'	33.21'
C65	90° 00' 05"	25.00'	S45° 14' 02"E	35.16'	39.27'
C66	105° 51' 17"	50.00'	S33° 25' 00"W	79.79'	92.38'
C67	2° 04' 25"	1550.00'	S88° 43' 43"W	56.09'	56.10'
C68	7° 19' 38"	550.00'	N29° 05' 43"W	70.29'	70.34'
C69	55° 38' 16"	50.00'	S47° 19' 47"E	46.87'	48.55'
C70	9° 32' 55"	100.00'	N14° 22' 23"E	16.85'	16.67'
C71	9° 49' 55"	100.00'	N4° 40' 58"E	17.14'	17.16'
C72	89° 59' 55"	25.00'	N44° 45' 58"E	35.35'	39.27'
C73	89° 55' 57"	40.00'	S44° 47' 57"W	56.54'	62.78'
C74	90° 04' 03"	25.00'	S45° 12' 03"E	35.39'	39.30'
C75	8° 59' 15"	510.00'	N27° 20' 35"W	79.92'	80.00'
C76	22° 57' 29"	90.00'	N78° 17' 02"E	35.92'	36.06'
C77	44° 09' 40"	90.00'	N44° 43' 28"E	67.66'	69.37'
C78	9° 31' 09"	90.00'	N4° 35' 33"E	14.94'	14.95'
C79	89° 55' 57"	25.00'	N44° 47' 57"E	35.33'	39.24'
C80	6° 47' 46"	610.00'	S21° 46' 14"E	72.31'	72.35'
C81	122° 31' 29"	25.00'	N28° 30' 12"E	43.84'	53.46'
C82	9° 44' 21"	340.00'	S20° 17' 57"E	57.72'	57.79'



LEGEND

- ▲ SET BRASS CAP
- SET MONUMENT 5/8" REBAR & ALUMINUM CAP
- FOUND MONUMENT AS NOTED



CENTENNIAL HILLS
PARCEL P-16

PARCEL SUMMARY (P-16)
47.417 ACRES GROSS
28.74 ACRES NET RESIDENTIAL
89 RESIDENTIAL LOTS
0.32 DU/ACRE NET

SITE PLAN OF
GOSFIELD VILLAGE ADDITION NO. 4
TO THE CITY OF CASPER, WYOMING

BEING A PORTION OF THE SE1/4SW1/4, SW1/4SE1/4 AND SE1/4SE1/4 SECTION 13, AND THE NE1/4NW1/4 AND NW1/4NE1/4 SECTION 24, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING

CEPI
Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

COUNTRY CLUB ROAD IMPROVEMENTS

Wyoming Boulevard to Ardon Lane

Item	Description	Unit	Quantity	Unit Cost	Total Cost	
1	Mobilization, Bonds and Permitting	LS	1	\$ 2,500	\$ 2,500	
2	Force Account	FA	\$10,000	\$ 1	\$ 10,000	
3	4" Asphalt / 6" Grading "W" Base Course	SY	10,800	\$ 40	\$ 432,000	
4	5' Concrete Sidewalk / Grading "W" Base Course	LF	5,400	\$ 25	\$ 135,000	
5	Curb and Gutter	LF	5,400	\$ 25	\$ 135,000	
6	Storm Sewer	LF	200	\$ 300	\$ 60,000	
7	Earthwork	LS	1	\$ 50,000	\$ 50,000	
8	Street Lights	LS	1	\$ 30,000	\$ 30,000	
9	Traffic Signal (1/2 Cost)	LS	1	\$ 125,000	\$ 125,000	
10	Erosion Control	LS	1	\$ 10,000	\$ 10,000	
					Construction Cost	\$ 989,500
					15% Contingency	\$ 148,425
					15% Engineering	\$ 148,425
					Total Project Cost	\$ 1,286,350

Bid Item 3: 2700 ft long x 36 ft wide.

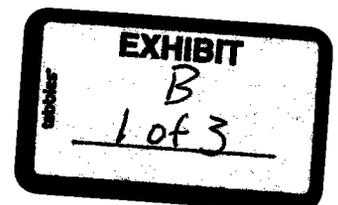
Bid Item 4 & 5: Along both sides of 2700 ft long roadway.

Kingsbury Drive to Wyoming Boulevard

Item	Description	Unit	Quantity	Unit Cost	Total Cost	
1	Mobilization, Bonds and Permitting	LS	1	\$ 2,500	\$ 2,500	
2	Force Account	FA	\$10,000	\$ 1	\$ 10,000	
3	4" Asphalt / 6" Grading "W" Base Course	SY	8,200	\$ 40	\$ 328,000	
4	5' Concrete Sidewalk / Grading "W" Base Course	LF	4,100	\$ 25	\$ 102,500	
5	Curb and Gutter	LF	4,100	\$ 25	\$ 102,500	
6	Storm Sewer	LF	200	\$ 150	\$ 30,000	
7	Earthwork	LS	1	\$ 20,000	\$ 20,000	
8	Street Lights	LS	1	\$ 18,000	\$ 18,000	
9	Traffic Signal (1/2 Cost)	LS	1	\$ 125,000	\$ 125,000	
10	Erosion Control	LS	1	\$ 7,500	\$ 7,500	
					Construction Cost	\$ 746,000
					15% Contingency	\$ 111,900
					15% Engineering	\$ 111,900
					Total Project Cost	\$ 969,800

Bid Item 3: 2050 ft long x 36 ft wide

Bid Item 4 & 5: Along both sides of 2050 ft long roadway.



COST ALLOCATION BASED ON PROPERTY FRONTAGE

Wyoming Boulevard to Ardon Lane

Property Owner	Frontage (ft.)	Cost
C E Sweeney, LLC	1,350	\$ 321,588
C W Corner, LLC	1,120	\$ 266,799
402, LLC	2,700	\$ 643,175
Casper Country Club	230	\$ 54,789
TOTAL		\$ 1,286,350

Kingsbury Drive to Wyoming Boulevard

Property Owner	Frontage (ft.)	Cost
C E Sweeney, LLC	2,050	\$ 484,900
Cowboy Holdings, LLC	2,050	\$ 484,900
TOTAL		\$ 969,800

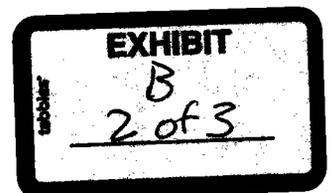
**COST ALLOCATION BASED ON PROPERTY FRONTAGE
WITH COUNTY CONTRIBUTION**

Wyoming Boulevard to Ardon Lane

Property Owner	Frontage (ft.)	Cost
C E Sweeney, LLC	1,350	\$ 278,956
C W Corner, LLC	1,120	\$ 231,431
402, LLC	2,700	\$ 557,911
Casper Country Club	230	\$ 47,526
Natrona County	---	\$ 170,526
TOTAL		\$ 1,286,350

Kingsbury Drive to Wyoming Boulevard

Property Owner	Frontage (ft.)	Cost
C E Sweeney, LLC	2,050	\$ 420,163
Cowboy Holdings, LLC	2,050	\$ 420,163
Natrona County	---	\$ 129,474
TOTAL		\$ 969,800





33791410000300
C E SWEENEY, LLC

33791320000400
COWBOY HOLDINGS, LLC

CASPER COUNTRY CLUB RD

33791330000100
C E SWEENEY, LLC

33791320000600
402, LLC

33791440000300
C E SWEENEY, LLC

33791330000200
C W CORNER, LLC

COUNTRY CLUB RD
UNNAMED RD
ARDON LN

33792310001000

SE WYOMING BLVD

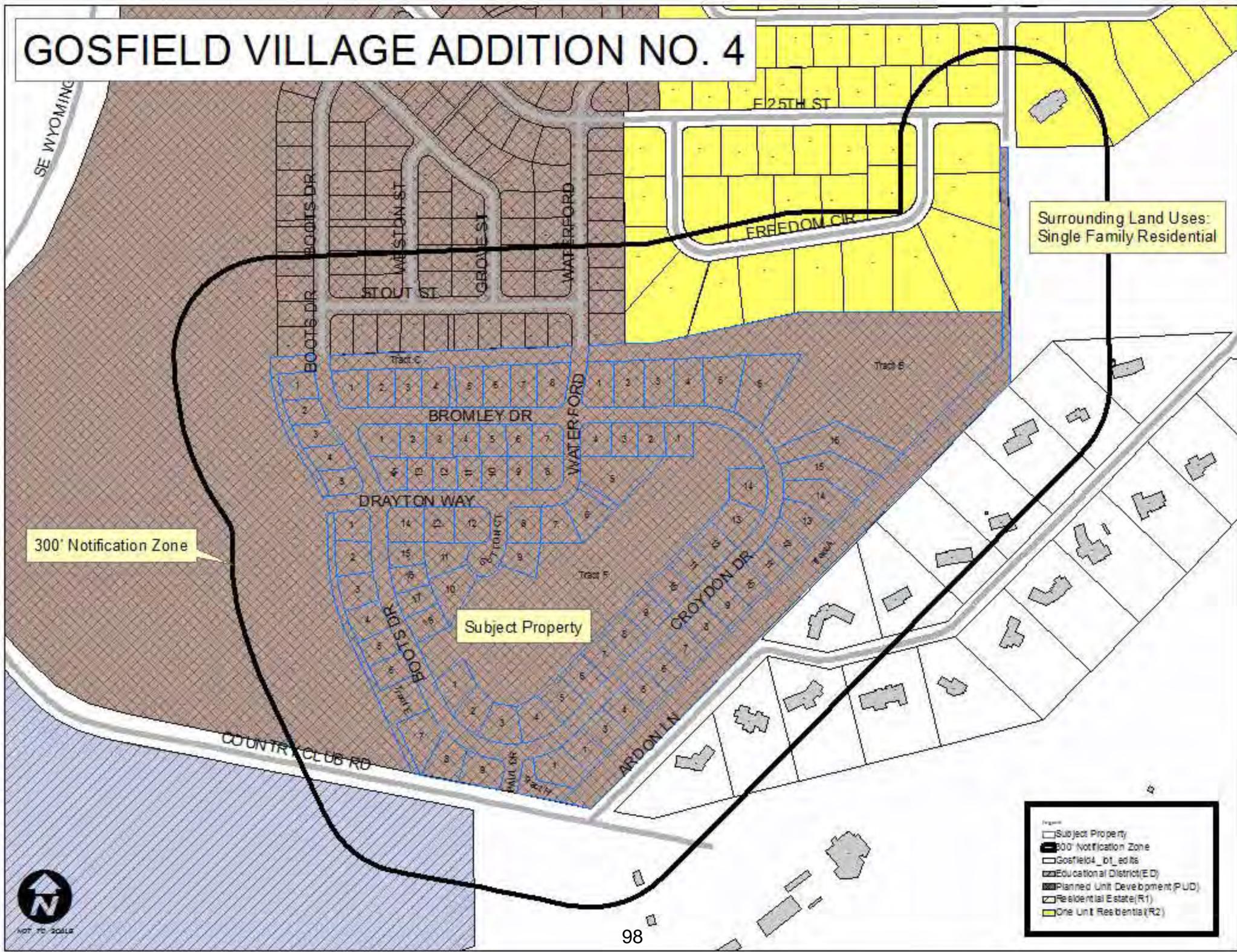
33792310001200

33792340000100
C E SWEENEY, LLC

33791340000900

EXHIBIT
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3043

GOSFIELD VILLAGE ADDITION NO. 4



ORDINANCE NO. 30-13

AN ORDINANCE APPROVING THE GOSFIELD VILLAGE ADDITION NO. 4 SUBDIVISION AGREEMENT AND THE FINAL PLAT AND ACCOMPANYING SITE PLAN OF GOSFIELD VILLAGE ADDITION NO. 4, COMPRISING 47.14 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of Gosfield Village Addition No. 4, creating 89 lots (the “plat”); and,

WHEREAS, the plat consists of previously unplatted land located within the Centennial Hills PUD (Planned Unit Development); and,

WHEREAS, the Centennial Hills PUD guidelines require the submittal of an accompanying site plan at the time a new “village” is platted; and,

WHEREAS, the applicant has submitted a site plan for approval, in conjunction with the plat, as required; and,

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

WHEREAS, the plat and accompanying site plan require 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 the City Council approve, with conditions, the request to plat the above referenced property; and,

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Gosfield Village Addition No. 4 Subdivision Agreement.

SECTION 2:

That the final plat and accompanying site plan of the Gosfield Village Addition No. 4 are hereby approved under terms and conditions of the Gosfield Village Addition No. 4 Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 17th day of December, 2013.

PASSED on 2nd reading the 7th day of January, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 201 .

APPROVED AS TO FORM:

Walter Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul Meyer
Mayor

**THE HEIGHTS ADDITION NO. 2
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 27 day of JANUARY, 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, PO Box 50790, Casper, Wyoming 82605 ("Owner"),
3. Granite Peak Properties, LLC, PO Box 51568, Casper, Wyoming 82605 ("Owner"),

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for plat approval to create The Heights Addition No. 2, consisting of a vacation and replat of The Heights Addition, Lots 15 and 16, Block 4, as well as previously unplatted land located in a portion of the SE1/4SW1/4 and SW1/4SW1/4 of Section 8, T.33N., R.78W., 6th P.M., Natrona County Wyoming.
- C. A plat of The Heights Addition No. 2 ("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, approved by the City Council in July of 2005, as may be amended, prior to the development of any of the lots in The Heights Addition No. 2, a sub-area plan shall be submitted to the City 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
PO Box 50790
Casper, WY 82605

City of Casper
Attn: Community Development Director
200 North David

Casper, WY 82601
Fax: 307-235-8362

Granite Peak Properties, LLC
PO Box 51568
Casper, WY 82605

- 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 Trench

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Mayor

WITNESS:

OWNER
V.A. Resources, LLC

By: William R Fehinger

By: Doris McMurray

Printed Name: William R. Fehinger

Printed Name: DORIS McMurray

Title: _____

Title: _____

WITNESS:

OWNER
Granite Peak Properties, LLC

By: Joe Hardy

By: Dan W. Guertman

Printed Name: Joe Hardy

Printed Name: DAN W. GUERTMAN

Title: _____

Title: 1/27/14

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 201____ by _____ as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 29th day of January, 2014 by Doris McMurry as the Owner of V.A. Resources, LLC.

(Seal, if any)



William R. Fehring
(Signature of notarial officer)

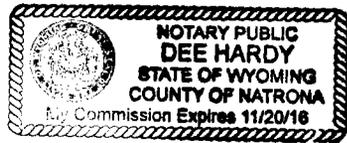
Notary
Title (and Rank)

[My Commission Expires: 3/28/16]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 27th day of January, 2014 by Don W. Grentzman as the owner of Granite Peak Properties, LLC.

(Seal, if any)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/16]

ORDINANCE NO. 1-14

AN ORDINANCE APPROVING THE HEIGHTS ADDITION NO. 2 SUBDIVISION AGREEMENT, AND THE FINAL PLAT OF THE HEIGHTS ADDITION NO. 2, COMPRISING 15.44-ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of The Heights Addition No. 2, creating five (5) lots (the “plat”); and,

WHEREAS, the plat consists of previously unplatted land being a portion of the SE1/4SW1/4 and SW1/4SW1/4 of Section 8, T.33N., R78W., 6th P.M., Natrona County, Wyoming, and a vacation and replat of The Heights Addition, Lots 15 and 16, Block 4; and,

WHEREAS, the proposed subdivision is located within the boundaries of the McMurry Business Park PUD (Planned Unit Development); and,

WHEREAS, subdivisions located in the McMurry Business Park PUD (Planned Unit Development) require the submittal, and approval by the City, of an accompanying sub-area plan; and,

WHEREAS, a sub-area plan was not submitted with the plat for The Heights Addition No. 2; therefore, prior to the development of any of the lots within the subdivision, a sub-area plan must be provided for review and approval by the City, pursuant to the McMurry Business Park PUD (Planned Unit Development) Guidelines, approved by the City Council in July of 2005, as may be amended; and,

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

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

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

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, The Heights Addition No. 2 Subdivision Agreement.

SECTION 2:

That the final plat of The Heights Addition No. 2 is hereby approved under terms and conditions of The Heights Addition No. 2 Subdivision Agreement, and with the restriction that none of the lots in the subdivision may be developed until a sub-area plan is reviewed and approved by the City, pursuant to the McMurry Business Park PUD (Planned Unit Development) Guidelines approved by the City Council in July of 2005, as may be amended.

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 th 7 day of January, 2014.

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

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

APPROVED AS TO FORM:

William Turnbow

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul Meyer
Mayor

ORDINANCE NO. 2-14

AN ORDINANCE APPROVING A ZONE CHANGE FOR THE SOUTH 52 ½ FEET OF THE EAST 90 FEET OF LOT 8, BLOCK 2, BEVERLY ADDITION, AND THE 17'6" OF VACATED BEVERLY STREET ADJACENT TO AND EAST OF THE 52 ½ FEET OF THE EAST 90 FEET OF LOT 8, BLOCK 2, BEVERLY ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above-described property from zoning classification R-2 (One Unit Residential) to C-2 (General Business); and,

WHEREAS, after a public hearing on November 26, 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:

The south 52 ½ feet of the east 90 feet of Lot 8, Block 2, Beverly Addition, and the 17'6" of Vacated Beverly Street Adjacent to and east of the 52 ½ feet of the east 90 feet of Lot 8, Block 2, Beverly Addition, more commonly known as 162 South Beverly Street, is hereby rezoned from zoning classification, R-2 (One Unit Residential) to C-2 (General Business).

SECTION 2:

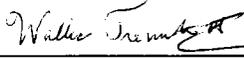
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul Meyer
Mayor

ORDINANCE NO. 3-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 5.08, AND OMITTING SECTION 5.08.420, OF THE CASPER MUNICIPAL CODE PERTAINING TO ALCOHOLIC BEVERAGES.

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

Section 1:

That new paragraphs "H" and "I" of Section 5.08.290, of the Casper Municipal Code shall be created to read as follows:

- H. LICENSEE, EMPLOYEE, OR LICENSED OPERATOR IS TO BE IN LICENSED ROOM AT ALL TIMES DURING HOURS OF OPERATION.
- I. ALL LICENSEES ARE REQUIRED TO POST SIGNAGE ON ALL EXITS FROM LICENSED ROOMS STATING "NO ALCOHOL BEYOND THIS POINT PER OPEN CONTAINER ORDINANCE 5.08.420."

Section 2:

That paragraphs D.1 and D.2 of Section 5.08.190 of the Casper Municipal Code shall be amended to read as follows:

- D. 1. In the event that a licensee, OR WITH THE LICENSEE'S PRIOR KNOWLEDGE OF THE ACTION LEADING TO THE CONVICTION, its agent or employee is convicted of illegally distributing or possessing with intent to distribute a controlled substance in the licensed premises, in any court, the licensee shall acquire one hundred FIFTY points.
- 2. In the event that a third party is convicted of illegally distributing or possessing with intent to distribute a controlled substance in the licensed premises, and the city council finds that there is substantial evidence that such occurred with the LICENSEE'S, OR ITS AGENT'S OR EMPLOYEE'S PRIOR KNOWLEDGE WHILE EMPLOYED WITHIN THE LICENSEE'S ESTABLISHMENT, OF THE ACTION LEADING TO THE CONVICTION, and that licensee, its agent or employee did not report his or her knowledge of such sale or possession to a peace officer, as that term is defined in Wyoming Statutes Section 7-2-101 (1977), as soon as practicable, the licensee shall acquire ONE HUNDRED fifty points.

Section 3:

That the demerit violation list under paragraph B of Section 5.08.190 of the Casper Municipal Code shall be amended to read as follows (changes highlighted in yellow):

City Code Section or Chapter	Type of Violation	Point Value
<u>5.08.050</u>	Failure to notify city of changes in application information	25
<u>5.08.080(C)</u>	Special malt beverage permit violation:	
	Selling alcoholic liquor other than malt beverages	25
	Malt beverage sold for consumption off authorized premises	25
<u>5.08.090(B)</u>	Catering permit violation:	
	Selling or permitting consumption of alcoholic liquor or malt beverage off the authorized premises	25
<u>5.08.160</u>	Failure to display license	<u>10</u>
<u>5.08.180</u>	Unlawful sale or transfer of license or permit	<u>5</u>
<u>5.08.180</u>	Unlawful expansion of license or permitted facility	50
<u>5.08.185</u>	Providing false information on license application	50
<u>5.08.200</u>	Fraternal club permit violation:	
	Selling alcoholic liquor or malt beverage for consumption off the licensed premises	25
	Selling alcoholic liquor or malt beverage for consumption by other than members and their accompanied guests	25
<u>5.08.210</u>	Drive-in area violation	25
<u>5.08.230</u>	Drugstore sale violation	25
<u>5.08.240</u>	Resort retail license violation:	
	Improper transfer of license	50
	Selling alcoholic beverages or malt liquor for consumption off premises owned or leased by the licensee	25
<u>5.08.280</u>	Restaurant license sale violation	25
<u>5.08.290(B)</u>	Retail liquor license location violation	25
<u>5.08.290(C)</u>	Retail liquor license sale violation	25
<u>5.08.290(E)</u>	Repealed	
<u>5.08.290(H)</u>	LICENSEE, EMPLOYEE, OR LICENSED OPERATOR OFF PREMISES VIOLATION	50
<u>5.08.290(I)</u>	SIGNAGE VIOLATION	50-10
<u>5.08.320</u>	Hours of sale violation:	

	Per violation	25
<u>5.08.330</u>	Off-premises storage violation	25
<u>5.08.340</u>	On-premises violations:	
	Prostitution	50
	Public indecency	10
	Obscenity	10
<u>5.08.290(D)</u>		
or <u>5.08.340</u>	Gambling	10
	Any other violation of this chapter	25
<u>Chapter 15.40</u>	Violation of occupancy limit (fire code)	25
	Failure to maintain:	
	Exits and emergency escapes	25
	Fire protection and life safety systems	25
	Unauthorized use of pyrotechnic special effects material	25
<u>5.08.350</u>	Minor illegally on premises	
	Per violation	35
<u>5.08.360(B)</u>	FAILURE TO CHECK IDENTIFICATION	
<u>5.08.360(A)(B)</u>	Sale or gift to minor	
	Per violation	35
<u>5.08.350 to 380</u>	FIRST VIOLATION WITHIN 12 MONTHS	25
	SECOND VIOLATION WITHIN 12 MONTHS	50
	THIRD VIOLATION WITHIN 12 MONTHS	75

Section 4:

That new subparagraphs B.1 and B.2 of Section 5.08.190 of the Casper Municipal Code shall be created to read as follows:

- B. 1. LIQUOR LICENSEE WILL BE GRANTED A ONE-TIME, NON-ACCUMULATION OF POINTS FOR FIRST-TIME VIOLATIONS OF ANY OF THE CODES NUMBERED 5.08.350 THROUGH 5.08.380, PROVIDED THAT THE ESTABLISHMENT HAS ALL ALCOHOL SERVER STAFF/EMPLOYEES “TIPS” TRAINED (TRAINING FOR INTERVENTION PROCEDURES).
- 2. LICENSEE NEW HIRES WILL BE GRANTED A 30-DAY GRACE PERIOD TO OBTAIN THEIR TIPS TRAINING TO BE ELIGIBLE FOR

THE NON-ACCUMULATION OF POINTS DESCRIBED ABOVE IN
SECTION 5.08.190.B.1.

Section 5:

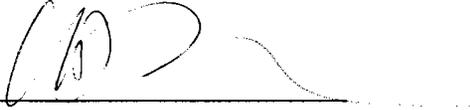
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on the first reading this 7th day of January, 2014.

PASSED on the second reading this 21st day of January, 2014.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

ORDINANCE NO. 4-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTERS 6.04 OF THE CASPER MUNICIPAL CODE PERTAINING TO ANIMALS.

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

Section 1:

That the existing paragraph 27 under Section 6.04.010 of the Casper Municipal Code shall be numbered "a", and a new paragraph "b" shall be created to read as follows:

27. a. "Restraint" An animal shall be considered under "restraint" if it is within the real property limits of its owner, or secured by a leash no longer than ten feet in length.
- b. "TETHER OR TETHERING" MEANS TO RESTRAIN A DOG BY TYING THE DOG TO ANY OBJECT OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, A HOUSE, TREE, FENCE, POST, POLE, GARAGE, OR SHED OR SIMILAR STRUCTURE OR OBJECT, BY ANY MEANS, INCLUDING, BUT NOT LIMITED TO, A CHAIN, ROPE, CORD, LEASH, OR RUNNING LINE. "TETHERING" SHALL NOT INCLUDE USING A LEASH TO WALK A DOG.

Section 2:

That a new paragraph H of Section 6.04.180 of the Casper Municipal Code shall be created to read as follows:

- H. NO PERSON SHALL TETHER A DOG WHILE THE DOG IS OUTDOORS, OR WITHIN ANY STRUCTURE THAT IS NOT THE DOG OWNER'S HOME, EXCEPT WHEN ALL OF THE FOLLOWING CONDITIONS ARE MET:
 - a. THE DOG IS IN VISUAL RANGE OF A RESPONSIBLE PARTY.
 - b. THE TETHER IS CONNECTED TO THE DOG BY A WELL FITTED, BUCKLE-TYPE COLLAR OR A BODY HARNESS MADE OF NYLON OR LEATHER, NOT LESS THAN ONE INCH IN WIDTH.
 - c. THE TETHER HAS THE FOLLOWING PROPERTIES: IT IS AT LEAST FIVE (5) TIMES THE LENGTH OF THE DOG'S BODY, AS MEASURED FROM THE TIP OF THE NOSE TO THE BASE OF THE TAIL; IT TERMINATES AT BOTH ENDS WITH A SWIVEL; IT DOES NOT WEIGH MORE THAN TEN (10) PERCENT OF THE DOG'S WEIGHT. THE TETHER SHALL BE NO LESS THAN TEN (10) FEET IN LENGTH.
 - d. THE DOG IS TETHERED IN SUCH A MANNER AS TO PREVENT INJURY, STRANGULATION, OR ENTANGLEMENT.
 - e. THE TETHER SHALL CONFINE THE DOG TO THE OWNER'S PROPERTY.

- f. THE DOG IS NOT OUTSIDE DURING A PERIOD OF EXTREME WEATHER, INCLUDING, WITHOUT LIMITATION, EXTREME HEAT OR NEAR-FREEZING TEMPERATURES, THUNDERSTORMS, TORNADOES.
- g. THE DOG HAS ACCESS TO WATER, SHELTER, AND DRY GROUND.
- h. THE DOG IS AT LEAST SIX (6) MONTHS OF AGE. PUPPIES SHALL NOT BE TETHERED.
- i. THE DOG IS NOT SICK OR INJURED.
- j. PULLEY, RUNNING LINE, OR TROLLEY SYSTEMS ARE AT LEAST FIFTEEN (15) FEET IN LENGTH AND ARE LESS THAN SEVEN (7) FEET ABOVE THE GROUND. IF THERE ARE MULTIPLE DOGS, EACH DOG IS TETHERED SEPARATELY.
- k. THE DOG IS NOT TETHERED MORE THAN 10 (TEN) HOURS IN A TWENTY-FOUR (24) HOUR PERIOD.

Section 3:

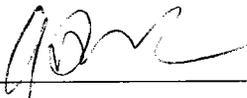
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on the first reading this 7th day of January, 2014.

PASSED on the second reading this 21st day of January, 2014.

PASSED, APPROVED AND ADOPTED on the third reading this _____ day of _____, 20____.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul Meyer
Mayor

ORDINANCE NO. 5-14

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT 1, AND TRACT A OF THE BETTY LUKER PARKWAY CAMPUS, LOT 1 ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification HM (Hospital Medical) to C-2 (General Business); and,

WHEREAS, after a public hearing on December 12, 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 1 and Tract A of the Betty Luker Parkway Campus, Lot 1 Addition , more commonly known as 5725 Highland Drive, is hereby rezoned from zoning classification, HM (Hospital Medical) to C-2 (General 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 21st day of January 2014.

PASSED on 2nd reading the ____ day of _____, 201__.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 201__.

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Walter F. ...", is written above a horizontal line.

ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul Meyer
Mayor

January 24, 2014

MEMO TO: John C. Patterson

FROM: Doug Follick/Leisure Services Director
Brett Dovala/ Casper Events Center Manager



SUBJECT: Sale of Surplus Equipment

Recommendation:

That Council, by resolution, establishes Thursday, March 13, 2014, as the surplus equipment bid opening date and declare certain City-owned property as surplus, and authorize the sale of same to the highest responsible bidder.

Summary:

Notice is hereby given that the City of Casper will sell, through the sealed bid process to the highest bidder, surplus equipment on Thursday, March 13, 2014, at 2:00 p.m., at the Casper City Hall located at 200 North David Street, Casper, Wyoming.

Terms of the sale are: bids shall be submitted in a sealed envelope marked as “**BID ENCLOSED, SURPLUS EQUIPMENT - VOLLEYBALL**”; cash, certified or business check will be the method of payment; no warranty is expressed or implied – merchandise sold as is-where is. The items to be sold are listed below.

Four (4) American Athletic, Inc. free-standing portable volleyball systems including standards, pads, counterweight jugs, nets, official’s platforms, equipment carts and assorted spare parts

The highest bidder shall be responsible for all transportation arrangements and fees and have the equipment removed from the Casper Events Center within five (5) business days after award of bid.

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN CITY-OWNED PROPERTY AS SURPLUS PROPERTY, AND AUTHORIZING SALE OF SAME TO THE HIGHEST BIDDER.

WHEREAS, the City of Casper owns four (4) portable volleyball systems for sale which are valued at greater than Five Hundred Dollars (\$500); and,

WHEREAS, Wyoming State Statute 15-1-112 provides that a City may transfer or sell property to other public agencies, or the public at large, upon such terms as the City Council determines; and,

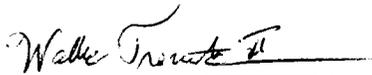
WHEREAS, the City of Casper desires to sell said property through the surplus property sale process.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The above portable volleyball systems are hereby declared surplus property and may be disposed of through the sealed bid sale process, to the qualified highest bidder and the opening date of the bids is established as March 13, 2014, at 2:00 p.m.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the sale of said surplus property.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul Meyer
Mayor

February 4, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services with Stantec Consulting Services, Inc.
North Platte River Restoration Phase II, Project No. 14-17

Recommendation:

That Council, by resolution, authorize a contract for professional services with Stantec Consulting Services, Inc. (Stantec), for design and construction administration services for the North Platte River Restoration Phase II, Project No. 14-17, in the amount of \$450,000.

Summary:

A master plan developed for the North Platte River as it flows through Casper identified seven stream restoration priority sites for riverbank stabilization and riparian vegetation enhancement. Two of these sites, 1st Street and North Casper, were previously designed by Stantec. Under the terms of this contract, Stantec will provide design services for the remaining five sites and provide construction administration services for two sites.

Stantec will provide design services for the Morad Park, Wyoming Boulevard, Water Treatment Plant, Izaak Walton, and Knife River sites with the intent of improving fish habitat, stabilizing river banks, removing rip/rap concrete from the banks, removal of non-native vegetation, and replanting the riparian zone with native vegetation. Design services include detailed geomorphic assessment, surveys, environmental and cultural surveys, sediment transport analysis, hydrologic and hydraulic modeling, and permitting. Construction administration services will be provided for the 1st Street site and Morad Park site.

Stantec has provided a fee of \$450,000 for design of the remaining five sites and construction administration services for the 1st Street and Morad Park sites. The Wyoming Wildlife and Natural Resource Trust (WWNRT) recently approved grant funding in the amount of \$2,000,000 for the North Platte River restoration efforts. Final approval will come from this year's legislative session.

Funding for this contract will come from the one-time funds budgeted for the project.

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 _____, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Stantec Consulting Services Inc., 2950 East Harmony Road, Suite 290, Fort Collins, Colorado 80528 ("Consultant").

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

RECITALS

- A. The City is undertaking restoration of the North Platte River.
- B. The project requires professional services for aquatic hydrology, stream hydrology/hydraulics, and environmental engineering
- 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 provide engineering services to prepare plans and specifications for restoration of five stretches of the North Platte River and provide construction administration services for the Morad Park Site and 1st Street Bridge Site. The Scope of Services shall be as described in Exhibit "A", the proposal letter from the Consultant dated January 22, 2014, attached hereto and made a part hereof.

2. TIME OF PERFORMANCE:

The design services of the Consultant for Site 1 (Morad Park) shall be undertaken and completed on or before the 30th day of April, 2014. Construction administration services for the Morad Park Site and the 1st Street Bridge Site shall be performed between

September 15, 2014 and December 19, 2014. Design services for the remaining sites shall be completed by April 30, 2015.

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 and the terms of Exhibit "A", not to exceed a ceiling amount of Four Hundred Fifty Thousand Dollars (\$450,000). Consultant's hourly rates to be used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

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

APPROVED AS TO FORM:

William Thompson

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

Stantec Consulting Services Inc.
2950 East Harmony Road, Suite 290
Fort Collins, Colorado 80528

By: _____

Printed Name: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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. SUB-CONSULTANT:

The Consultant shall not employ any sub-consultant to perform any services in the scope of this project, unless the sub-consultant is approved in writing by the City. Any approved sub-consultant 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.

EXHIBIT A



SCOPE OF SERVICES

Design and Construction Administration Services For North Platte River Restoration

January 22, 2014

Background:

The City of Casper has requested a scope of services from Stantec Consulting Services Inc. (Stantec) for design and construction observation services related to the North Platte River Restoration. The scope is based on previous work completed for the City (North Platte River Master Plan - Phase 1 [05/2012]). This scope and cost estimate includes complete design of 5 projects (sites 1, 2, 3, 4 and 6) and completion of design for site number 5 (currently designed to the 30% level). This scope also includes the construction administration for sites 1 (Morad Park) and site 7 (1st Street Bridge).

The goals for the North Platte River Restoration Project include: fish habitat improvement, bank stabilization, removal of rip rap/concrete on banks, removal of non-native vegetation, and replanting of the riparian zone with native vegetation. All of these goals are outlined in detail in the North Platte River Master Plan.

The Stantec Team [Stantec and SWCA] (*hereafter: Stantec*) will accomplish these goals through the following tasks:

TASK 1: Project Meetings and Communication

A kickoff meeting between the City of Casper and team members will be held on-site so that relevant project issues and concerns can be discussed. The meeting is essential to gaining consensus on key issues as well as primary and secondary project goals.

Stantec will attend two (2) additional meetings that will be dictated by project milestones. One will occur after the 30% design and the 2nd will occur after the 90% design. Additionally Stantec will attend one (1) public outreach meeting. A brief power point presentation will be given followed by a question and answer session.



TASK 2: Geomorphic Assessment of Existing Conditions

Stantec performed a basic geomorphic investigation for the entire 13.5 mile project area outlined in the Master Plan. During that geomorphic investigation, two typical reaches were surveyed in each project area. Detailed geomorphic surveys will be required for each project area discussed in this scope of work.

Geomorphic data collected will include: cross sectional data including areas of scour, deposition, bankfull cross sectional area, and stable and unstable bank angles. Additionally, profile data will be collected including pool to pool spacing, water surface slope, channel thalweg, and bankfull indicators.

This data will not only aid in the design process but will also show departure of the project areas from a reference condition which will provide justification for restoration work and facilitate the permitting process.

TASK 3: Reference Reach Identification and Survey

Reference reaches serve as templates in the natural design process, as the characteristics of these reaches are used to determine the appropriate dimensions, patterns, and profiles for the design reach. A reference reach is of the same stream type as intended for the design reach, is preferably located within the same hydro-physiographic province, exhibits stability in plan form and the streambed (*i.e.*, lacks significant aggradation and degradation), and is without excessive streambank erosion. Dimensionless ratios, to be used in the restoration design, will be developed from geomorphic measurements of appropriate reference reaches.

Determination of bankfull elevation at reference reaches is critical to the design process, as the dimensionless ratios are based primarily on this parameter. To verify the correct determination of bankfull elevation as well as bankfull discharge, regional curves will be consulted. Regional curves characterize the relationships between bankfull hydraulic geometries and bankfull channel dimensions (*e.g.*, cross-sectional area, width, depth, and discharge) to drainage area. While these curves function as useful tools for the calibration of the bankfull dimension, particularly in systems where good bankfull indicators are lacking, they are also important to the overall design process. To verify the appropriateness of a regional curve to the project site, a list of nearby U.S. Geological Survey gage sites with similar watershed characteristics (*e.g.*, current and historic land uses, geology, basin dimensions, and percent impervious area) and rainfall patterns as the project site will be compiled. At least two of these gaged sites will be evaluated with regards to bankfull indicators and discharge records to determine the suitability of



identified regional curves. If necessary, additional geomorphic data will be collected from gaged and/or stable un-gaged sites to either supplement a regional curve or develop a separate mini-regional curve.

Stantec will select and analyze a reference stream type to use as a "blueprint" for the proposed stream design. Stantec may choose to use reference reach data available in Stantec's river database from previous restoration projects.

TASK 4: Verifying Existing LIDAR Data

This task will involve accuracy verification of the existing LIDAR data for the North Platte River in project locations. It is assumed that the LIDAR data will be of sufficient accuracy to be used for engineering design purposes. If the LIDAR data is deemed not accurate enough for design and modeling work, then professional land survey may be required. If professional land survey is required then the design services may have to be reduced to keep the project in budget.

TASK 5: Environmental and Cultural Resource Surveys

This task will consist of completing the environmental and cultural resource investigations to demonstrate avoidance and minimization of impacts to wetlands and cultural resources. Findings of these surveys will be communicated with the City and used to minimize and avoid resource impacts during the design process (see Task 6). A report of the findings will also be submitted to the U.S. Army Corps of Engineers (USACE) and serve as the preconstruction notification (see Task 7).

TASK 5.1: WETLAND DELINEATION

Stantec will perform a wetland delineation and aquatic resources inventory of all waters within the approximate 15,450 linear foot project area. The wetland delineation will be focused on areas of potential disturbance. Delineation methods will follow the USACE 1987 delineation manual and applicable regional supplements.

- Stantec will identify and recommend any possible design or project realignments to minimize and avoid wetland and potential waters of the U.S. to the extent practical. Alignment considerations will be based on wetland avoidance, project cost, and feasibility for construction.



- Stantec will provide a written Aquatic Resources Inventory Report for the project area. The delineation will document site conditions and provide recommendations for compliance with the Clean Water Act. The Report and the 50% design will serve as preconstruction notification (PCN) to the Corps (refer to Task 7). The report(s) will be transmitted to client and client representatives, as needed, prior to submission to the Corps and other applicable regulatory agencies.
- Stantec will assist with any required authorization and USACE notifications. Nationwide Permit authorizations will be the preferred authorization mechanism, if applicable.
- Stantec will provide a graphic illustration of all potential jurisdictional waters of the U.S. within the project alignment and adjacent areas to assist with future planning. Digital files of these areas can be provided upon request.
- Stantec will provide up to four color copies of the Aquatic Resources Inventory Report.

TASK 5.2: BIOLOGICAL RESOURCES

During the wetland delineation, a wetland scientist will assess the habitats and environment encompassing the proposed pathway extension project area.

- Stantec will obtain available natural resources data in geographic information system (GIS) format from public sources and use this information on field maps prior to conducting fieldwork.
- Types of biological data that will be identified include: identification and delineation of aquatic habitats; special status species, such as wildlife and plants that may occur in those identified habitats; and the presence of any raptor nests in the aquatic areas.
- Stantec team biologists will communicate with the USACE Wyoming Regulatory Office as needed throughout the project.

TASK 5.3: CULTURAL RESOURCES INVENTORY

Stantec will conduct a Class I Literature Review and dispatch an archaeologist to the project area to conduct a Class III Inventory and to visit any previously recorded sites in



the inventory area. Stantec will utilize as much information from the file searches conducted as part of the Master Plan as possible.

- Class I Literature Review:
 - o This task includes a full review of previous work conducted in the project area, identifying previously recorded sites, and previous inventories, as applicable. Work completed as part of the Master Plan will be utilized during this task.
 - o Additional background research associated with the Oregon Trail will be conducted; however we do not expect to be able to find any evidence of the historic trail in the project area.
- Conduct a Class III Inventory:
 - o Surveys will be conducted within the two project areas, which are estimated to consist of a total of 15,450 linear feet of river bank.
 - o Cultural surveys will be conducted within the immediate vicinity of the proposed actions and in the riparian corridor within the 100-year flood plain.
 - o The inventory will involve dispatching two archaeologists to walk a series of parallel transects across the project area spaced by 30 meters.
 - o Visit all previously recorded sites that lie within the project area, update, re-evaluate and re-map sites, as necessary.
 - o Produce a Class III report, site forms, and isolated resource forms to be submitted to the SHPO.
 - Forms will include site narratives, feature and artifact descriptions, National Register of Historic Places (NRHP) evaluations, management recommendations, maps, and photographs.
 - The report will document all sites within the proposed project, site maps, photographs, NRHP evaluations, and management recommendations for the project.

TASK 6: Design

Stantec will design the two proposed projects to meet the goals and objectives outlined in the Master Plan. The final design will be sealed by a Stantec State of Wyoming Professional Engineer.



TASK 6.1: 30% DESIGN

Stantec will prepare a 30% design submittal that will include design drawings (11" x 17" sheets). Data collected during the geomorphic assessments of the project reach and reference reach(es) will be utilized along with relevant hydraulic calculations to formulate a stream restoration solution to meet both primary and secondary project goals. The drawings will include plan views illustrating the proposed stream location stream alignment and typical cross sections (pool and riffle).

TASK 6.2: SEDIMENT TRANSPORT ANALYSIS

Sediment transport analyses focusing on competency and capacity will be performed for the 30% design as well as the final design. These analyses will be performed to aid in developing a stable dimension, pattern and profile for the designed channel.

TASK 6.3: HYDROLOGIC AND HYDRAULIC MODELING

Watershed hydrology and hydraulics will be modeled to evaluate the effects of the alternative solutions on water surface elevations. In addition, the modeling will be used to assist with the determination of bankfull discharge and to evaluate the effectiveness of the proposed design. All modeling will be performed using HEC-RAS using the existing LIDAR data. Water surface profiles will be determined for the 100 year flood event. It is assumed at this point in time that a CLOMR will not be needed for the proposed work. A no-rise in water surface elevation will be achieved for the 100 year storm event.

TASK 6.4: 50% DESIGN DRAWINGS

Based on feedback from City of Casper on the 30% design, the design will be adjusted accordingly. Stantec will prepare a design (50%) submittal that will include design drawings (11" x 17" sheets). The design drawing's (11" X17" sheets) will include plan views illustrating the proposed stream alignment, typical cross sections (pool and riffle), profile of the stream alignment, cross sections at specific intervals, details and structure placement tables.

TASK 6.5: 90% DESIGN DRAWINGS

Stantec will prepare a detailed design (90%) submittal after receiving comments from the 50% design review that will include detailed design drawings (11" x 17" sheets) and specifications, SWPPP (stormwater pollution prevention plan) if necessary, and a construction cost estimate. The detailed design drawings (11" x 17" sheets) will include plan views illustrating the proposed stream location, revegetation plan, proposed stream profile, typical riffle and pool cross-sections, cross sections at specific intervals, details and



structure placements. Written specifications and opinion of probable costs will be included.

TASK 6.6: FINAL DESIGN DRAWINGS

Final design drawings will be prepared following incorporation of final comments on the 90% design drawings. The detailed design drawings (11" x 17" sheets) will include plan views illustrating the proposed stream location, revegetation plan, proposed stream profile, typical riffle and pool cross-sections, cross sections at specific intervals, details, structure placements, written specifications and opinion of probably cost.

TASK 7: Permits

As outlined in the Master Plan document, implementation of river restoration projects including the creation and/or fill of waters of the U.S. would require 1) consultation with the USACE under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act; and 2) review and water quality certification from the Wyoming Department of Environmental Quality (WDEQ) under Section 401 of the Clean Water Act. Permitting requirements can be fulfilled jointly when authorized under a Nationwide Permit.

Preconstruction notification with the USACE will be completed once each project area is at 50% design phase. It is assumed the projects will be authorized under Nationwide Permit (13) Bank Stabilization and Nationwide Permit (27) Stream and Wetland Restoration Activities.

Preconstruction notification with the USACE would need to be completed once resource surveys are completed and each project area is at 30 to 50% design phase. During the preconstruction notification process, Stantec will coordinate with the USACE to determine if the project can be authorized under Nationwide Permit (27) Stream and Wetland Restoration Activities or if they will require an individual permit. Stantec assumes the proposed project can be authorized under an applicable Nationwide Permit or the alignment or design can be adjusted to reflect wetland avoidance and minimization. Stantec assumes that no mitigation or monitoring plan will be required for this project.

Stantec recommends completing the environmental and cultural resource investigations to demonstrate avoidance and minimization of impacts to wetlands and cultural resources (see Task 6). Findings of these surveys would be communicated with City during the design process. A report of the findings will also be submitted to the USACE and serve as the preconstruction notification (PCN). Following the preconstruction notification,



Stantec will coordinate with the USACE to determine if the project can be authorized under a nationwide permit.

TASK 8: Construction administration

A Stantec stream restoration specialist will provide construction oversight to ensure that the projects are implemented as depicted in the plans and to ensure that the goals and objectives of the restoration are met. A Stantec stream specialist will be on site for 80% of the construction time. It is assumed that the two projects will be constructed simultaneously and will be constructed in 90 work days.

DELIVERABLES:

- Engineered sealed plan set that includes: Proposed river alignment, bank treatments (where necessary), proposed profile (where necessary) typical riffle and pool cross sections, in-stream structures (where necessary), planting plan, invasive vegetation management plan, erosion and sediment control plan, all applicable details
- Technical specifications
- Opinion of probable construction cost
- Wetland delineation report
- Graphical illustration of the potential Waters of the US in the project area
- Class III report, site forms, and isolated resource forms to be submitted to the SHPO
- HEC-RAS no-rise certification for the 100 YR storm event in the project area
- Nationwide permit application

SCHEDULE:

Field data collection, design and permitting for Site 1 will occur from February 6 – April 30, 2014. Field data collections for Site 1 will have to occur after snow melt but before high runoff flows. Field data collection, design and permitting for the remaining sites will occur from September 1, 2014 – April 30, 2015. Construction administration for Sites 1 and 7 will occur from approximately September 15 – December 19, 2014. Exact construction start dates will be determined by river flows.



PROVISIONS:

The schedule will be discussed and agreed upon by Stantec and the City of Casper.

- Stantec will have open access to publicly owned property
- Stantec will have electronic access to all physical, planning, and engineering information known and generated for the property to date
- Project shall be drafted in AutoCAD
- The river project is composed of six separate sites with an approximate total length of 24,220 LF
- Stantec will respond to one (1) set of comments on 30% design, 50% design and 90% design
- Permit application fees, if necessary, will be paid by the City of Casper
- A Professional Land Surveyor (PLS) will not be required for reference reach or geomorphic survey
- A Professional Land Surveyor (PLS) will be required to verify LIDAR data
- Stantec does not guarantee the opinion of probably construction cost
- Delays due to landowner access coordination, weather, etc., are not included in this cost estimate
- Stantec does not guarantee that permits will be received
- One (1) foot LIDAR data is available for the project area
- This scope does not include post construction monitoring
- This scope includes construction observation for site's 1 and 7 only
- This scope assumes that sites 1 and 7 are constructed simultaneously and will be constructed in 90 work days
- A CLOMR or LOMR is not needed for the proposed work
- A HEC-18 (scour) analysis will not be required for any bridge structures
- A no-rise will be achieved for the 100 year storm event
- The project can be authorized under a Nationwide Permit
- No mitigation plan or monitoring plan will be required
- Cultural surveys within this project area are assumed to take two archeologists two 12-hour field days to complete
- Documentation of cultural resources beyond the project corridor (i.e., road bridges, historic buildings, and historical structures in the vicinity) is not included in this SOW.



- All archaeological resources older than 50 years of age will be recorded according to guidelines and protocols set forth by the Wyoming State Historical Preservation Office (SHPO)
- Stantec assumes that no more than five shovel tests will be required for determining the NRHP eligibility of any site
- Stantec assumes that no shovel testing for insufficient ground visibility will be required.
- Stantec assumes that no viewshed simulations will be required for any site
- Construction observation of the other sites is not included in this cost estimate
- Schedule assumes that a contract will be in place by February 6, 2014
- Field data collection for Site 1 is dependent on weather conditions. Snow must be off the ground before high flows so that accurate data can be collected

Total Cost

\$450,000.00

RESOLUTION NO.

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH STANTEC CONSULTING SERVICES INC., FOR THE NORTH PLATTE RIVER RESTORATION PHASE II PROJECT.

WHEREAS, the City of Casper desires to secure a consulting firm specializing in the fields of aquatic ecology, stream hydrology/hydraulics, and environmental engineering for the North Platte River Restoration Phase II Project; and,

WHEREAS, Stantec Consulting Services Inc., 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 Stantec Consulting Services Inc., for the services more specifically delineated in the contract agreement.

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 Four Hundred Fifty Thousand Dollars (\$450,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

December 23, 2013

MEMO TO: John C. Patterson, City Manager
FROM: Tracey Belser, Human Resources Director *TB*
SUBJECT: CNIC Health Solutions, Inc. (CNIC) Amendments

Recommendation:

That Council, by resolution, authorize Amendments to the Administrative Service Agreement between CNIC and the City of Casper for professional services as third party administrators (TPA) to the City of Casper's Health Plan.

Summary:

The City of Casper Health Plan has been administered by CNIC since 2009. The City of Casper's Health Plan became self-funded in 1984 and retained a TPA for administration of services related to the Health Plan. Services provided by the TPA include; medical claims administration (receipt and payment), utilization review of claims/services, and wellness/disease management programs.

The amendment reflects changes in administrative service fees.

	<u>FROM</u>	<u>TO</u>
Administrative service fee (Per enrolled employee)	\$23.51	\$24.22

All other fees the City experiences will not change.

Disease management fee	\$5.38/ Per enrolled employee per month
Wellness Fees (Interactive Health Screening)	\$175.00/Per participant per year

A resolution has been prepared for Council's consideration.

**AMENDMENT #1-14
TO THE
ADMINISTRATION SERVICE AGREEMENT**

*CNIC HEALTH SOLUTIONS, INC.
a Colorado corporation (herein "CNIC, "
"TPA," or "Contract Administrator")*

CITY OF CASPER, WYOMING
*a Wyoming municipal corporation
(herein "Plan Sponsor" or "Owner")*

Address of CNIC:

6251 Greenwood Plaza Blvd., Suite 300
Greenwood Village, CO 80111

Address of Plan Sponsor:

200 North David
Casper, Wyoming

Tax I.D. No.: 83-6000049

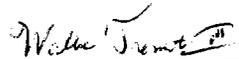
CNIC and Plan Sponsor are parties to an Administration Service Agreement dated July 1, 2009 under which CNIC provides Administration Services to Plan Sponsor. The Administration Service Agreement and any amendments thereto shall collectively be referred to as the "Agreement." All definitions and terms of the Agreement are incorporated herein by this reference.

CNIC and Plan Sponsor desire to amend the Agreement.

CNIC and Plan Sponsor agree to all Terms and Conditions, attached, along with the Exhibits described below, all of which are incorporated herein by this reference.

This Amendment is dated and shall be effective on the date set forth below by CNIC as the effective date.

APPROVED AS TO FORM:



CNIC HEALTH SOLUTIONS, INC.,
a Colorado corporation

By 
_____ (signature)

Title President (EW)

Date 1/24/14

CITY OF CASPER, WYOMING

By _____
(signature)

Title _____

Date _____

Effective from January 1, 2014 through December 31, 2014, unless otherwise required by law or otherwise stated in an applicable provision of the Administrative Services Agreement (effective July 1, 2009), this Amendment, or any other applicable Amendment to the Administrative Services Agreement (effective July 1, 2009).

ATTACHMENTS:

Exhibit A – Administration Services/Fees
Exhibit D – Business Associate Agreement

TERMS AND CONDITIONS

1. Exhibit A - Administration Service Fees. The Exhibit to the Agreement, which describes the Administration Services provided and the fees charged by CNIC under the Agreement, is deleted in its entirety and replaced with the attached Exhibit A, entitled, “Administration Services.”
2. Effect. Except as set forth in this Amendment, all terms, covenants and conditions of the Agreement shall remain in full force and effect.
3. Effective Date. This Amendment is effective for Administration Services provided on or after the effective date set forth above.
4. Exhibit D - Business Associate Agreement. The previous Business Associate Agreement is deleted in its entirety and replaced with the attached Exhibit D, entitled, “Business Associate Agreement.”

EXHIBIT A

ADMINISTRATION SERVICES/FEEES

1. Administration Service Fees

Plan Sponsor shall pay CNIC the monthly fee specified on lines (a) through (c) below for the Administration Services described in paragraph 1.A.(1) of the Agreement, along with the printing and document fees described below. Additionally, Plan Sponsor shall pay CNIC the fees specified below for the Additional Services described on lines (d) through (o) which are checked.

- (a) Monthly Administration Services fee of **\$24.22** per Enrolled Employee per month.
- (b) Broker/Consultant fee per Enrolled Employee per month.
- (c) An initial one-time set up fee.
- (d) Monthly COBRA administration fee per Enrolled Employee per month.
- (e) COBRA general/initial notice fee per Enrolled Employee per month.
- (f) HIPAA certification letter fee for CNIC to provide HIPAA certification letters of creditable coverage is included in the Administration Services fee.
- (g) Utilization review fee is included in the Administration Services fee for CNIC to provide utilization review services.
- (h) CNIC's On-line Access Fee is included in the Administration Services fee for access to CNIC's on-line services.
- (i) 24 hour Nurseline fee per Enrolled Employee per month to be paid to the Vendor for access to 24 hour Nurseline.
- (j) Premium Billing fee is included in the Administration Services fee.
- (k) CNIC's Disease Management fee of **\$5.38** per Enrolled Employee per month.
- (l) Rx fee of \$0.00 per fill to be paid to the Rx Vendor for pharmacy benefit manager services.
- (m) Run-in Fees are 2 x first month's fees or as negotiated.
- (n) Medai Fees per Enrolled Employee per month.
- (o) Wellness fees (IHS screening) of **\$175.00** per participant per year.
- (p) Fee of \$750.00 per form for assisting Plan Sponsor with preparation of form 5500 (excluding independent audit).

*If changes to regulations relating to COBRA or HIPAA result in increased costs to CNIC to provide these services, CNIC has the right to adjust these fees accordingly upon written notice to Plan Sponsor.

Plan Sponsor shall reimburse CNIC for any additional expenses incurred by CNIC, including additional programming, reporting or service costs, resulting from a change in the Plan. If any fines are levied against CNIC by the United States Department of Labor, CMS or any regulatory agency due to Plan Sponsor's failure to provide information, including but not limited to social security numbers, to CNIC, Plan Sponsor shall reimburse CNIC for such expenses or fines. Such expenses or fines will be immediately paid by Plan Sponsor upon receipt of an invoice from CNIC.

2. PPO Network Access Fees

Plan Sponsor shall pay CNIC as set forth below for Network Access that is part of Administration Services.

\$5.78 Per Enrolled Employee Per Month – WISE Network (UT, WY)
25% of Savings – Rocky Mountain Health Plans/ASO Network (CO)
30% of Savings – PHCS Healthy Directions (All Other States)

Network access fees are to be paid to CNIC. If Plan Participants access providers out of Wyoming, the PHCS provider network will be used and billed at thirty percent (30%) of savings. Savings are defined as the difference between the provider billed charge and the contracted allowed amount. These fees may be subject to change by written amendment to this Contract if Plan Sponsor deems a change in network or medical management vendor is necessary. Additionally, fees may be subject to change if the fees charged to CNIC by provider network are changed. CNIC agrees to make best efforts to provide at least thirty (30) days notice of any fee changes, and to pass through any increase in fees at its actual cost plus \$1.75. Plan Sponsor acknowledges and agrees that CNIC may retain all or a portion of the access fees paid to CNIC, depending on CNIC's agreement with the network providers.

3. Payment of Fees

CNIC shall provide a monthly statement to Plan Sponsor, on or before the beginning of each month, of the fees listed above, based upon the number of Enrolled Employees as of the date the statement is prepared. Statements are prepared on or about the 20th of each month for fees due for services to be provided in the following month. For the initial month, CNIC will use the enrollment information provided by Plan Sponsor when the Plan is set up. Plan Sponsor shall remit payment to CNIC within thirty (30) days of receipt of the statement. If Plan Sponsor fails to remit payment, or if Plan Sponsor does not provide CNIC with the information necessary to determine the amount of the fees, interest will be charged on the fees due to CNIC at the rate of one percent (1%) per month, simple interest, or the maximum rate allowed by law, whichever is less, from the last day of the month in which the payment is due until CNIC's fees are paid.

4. Payments to Vendors

CNIC shall provide a monthly statement to Plan Sponsor, on or before the beginning of each month, of the premiums, fees and costs due to carriers and other vendors providing services to the Plan, based upon the number of Enrolled Employees as of the date the statement is prepared. Statements are prepared on or about the 20th of each month for premiums, fees and costs due in the following month. For the initial month, CNIC will use the enrollment information provided by Plan Sponsor when the Plan is set up. The premiums, fees and costs shall include but not be limited to reinsurance premiums, pharmacy benefit management fees, network access fees, ancillary insurance premiums and fees and costs associated with vendor services elected for or selected by Plan Sponsor under any vendor service agreements or contracts to which CNIC is a party. Plan Sponsor shall remit payment to CNIC of all such premiums, fees and costs by the 5th of the month. CNIC shall collect from Plan Sponsor or deduct from the Plan account such premiums, fees and costs on or after these dates. In the event adequate funding is not timely provided to CNIC to make these payments on more than one occasion, CNIC, at its option, may require that Plan Sponsor be responsible for making

direct payment to such carriers and vendors. If the Plan's funds are insufficient, or if Plan Sponsor does not submit to CNIC payment sufficient to cover the amount of premiums, fees and costs by the last day of the month for that month's coverage, Plan Sponsor understands and agrees that the group's reinsurance and other policies may be terminated for non-payment of premium and CNIC shall have no liability to Plan Sponsor for such termination of coverage. Plan Sponsor understands and agrees that it will maintain the funds necessary to provide for the timely payment of such premiums, fees, costs and any and all liabilities of the Plan. CNIC shall have no liability for payment of premiums, fees or costs due on behalf of the Plan.

5. Printing and Document Fees

Initial ID Card Fee not applicable for the City of Casper*

The fees for replacement Imprinted Plastic ID cards are as follows:	\$1.60 per card*
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All ongoing printing costs not specifically included in the set-up fee, including, but not limited to, replacement of ID cards, summary plan description booklets, custom checks, custom claim forms, custom enrollment cards or any other custom printing, are the responsibility of Plan Sponsor. Plan Sponsor shall pay these costs upon receipt of an invoice for the costs.

The fees per Plan Document are as follows:

Health Plan Documents	
Restated Medical Health Plan Document(s) each Plan Document (3 Medical plans = \$1,500 total)	\$ 500.00

The fees per Amendment are as follows:

Plan Document Amendments	
Per Amendment	\$75.00

The fees for preparing outlines of benefit schedules are as follows:

Outline of Benefit Schedule at Implementation	Included in Implementation Fee
Uniform Summary of Benefits & Coverage at Implementation (Drafted in English)	Included in Implementation Fee
Restate Outline of Benefit Schedule each Outline (PPO + HDHP = \$200 total)	\$ 100.00
Uniform Summary of Benefits & Coverage (Drafted in English) each Summary (PPO + HDHP = \$200 total)	\$100.00

The fees for Non-Discrimination Testing are as follows:

100 or less Eligible Employees, fee charged per plan, per test	\$150.00
101 or more Eligible Employees, fee charged per plan, per test	\$250.00

All charges for preparing, restating or updating current or prior plan documentation are the responsibility of Plan Sponsor.

The fees for printing or reprinting booklets will vary depending on volume, book size and other factors. Contact your CNIC account manager to obtain a fee estimate. Plan Sponsor shall pay these costs upon receipt of an invoice for the costs.

6. Other miscellaneous service fees as performed

Plan Sponsor shall pay CNIC the following miscellaneous service fees upon receipt of an invoice for such fees:

- a) For any aggregate claim filing, a charge of \$150.00 per hour up to \$1,100.00 will be made for additional administrative duties necessary to provide records in preparation and assistance with audit.
- b) Subrogation services are charged at ten percent (10%) of recovery, up to a maximum fee of \$5,000.00 per case, plus reimbursement for out of pocket expenses incurred by CNIC.
- c) Negotiation services for out-of-network claims are charged at thirty percent (30%) of negotiated savings per case.
- d) Development of an outbound file feed for an entity that is not already a CNIC partner, fee of \$250.00.
- e) Any additional expenses incurred by CNIC, including additional programming, reporting or service costs, resulting from a change in the Plan will be paid by Plan Sponsor upon receipt of a billing from CNIC.

7. Fees Charged Upon Termination

The fees for CNIC's services for run-out claims administration, after termination of the Term of this Agreement, shall be based on the average of fees during the last two (2) calendar months immediately preceding the termination date of this Agreement (the "Average Fees"), as follows:

<u>% of the Average Fees</u>	<u>Months After the Immediately Preceding One-Year Term</u>
100%	1 st month
80%	2 nd month
60%	3 rd month
40%	4 th month
25%	5 th month
25%	6 th month and thereafter

Notwithstanding the rate chart above, if twelve (12) months of run out services are elected and fully funded prior to the last day of the Term of this Agreement, the twelve (12) months of run-out services will be provided at 350% of the Average Fees.

Run-out services will not be provided if:

- a) Plan Sponsor is not current in its funding of all premiums, fees and claims at the time of termination; and
- b) The amount of CNIC's fees for the term of the run-out services are not received in advance of such services. CNIC shall provide a statement to Plan Sponsor of the amount of fees due for the run-out period purchased.

If Plan Sponsor does not request and purchase run-out claims administration services prior to the last day this Agreement is in effect, and subsequently requests such run-out services, there will be a charge of \$350.00 in addition to the rates set forth in the chart above. If Plan Sponsor requests an extension to the originally purchased run-out period after such run-out period has ended, the fee for each additional month will be as set forth in the chart above plus a charge of \$350.00. Claims received after the end of the purchased run-out period will be submitted to the new administrator for three (3) months.

CNIC will charge a fee of \$2.00 per unissued check, to void any checks that are unfunded at the time the Agreement is terminated. Unfunded checks will not be printed or returned to Plan Sponsor.

8. Preparation of Reports Upon Termination of This Agreement

Upon request, CNIC will provide the following standard reports upon termination of this Agreement. Reports will be provided in the standard electronic format used by CNIC at the time of termination:

- **Eligibility Listing** – List of active Plan Participants and COBRA participants
- **Individual Specific Analysis** - List of individuals at/exceeding fifty percent (50%) of specific deductible for current contract period and all applicable disclosure data
- **Paid Claims Analysis** – Claims paid history for current and previous year
- **Accumulation Data** – Deductible, life time maximum, etc.
- **Final Status of Qualified Beneficiaries** – if COBRA Administration Services are elected

Also upon request, CNIC will provide HIPAA Certificates upon termination of this Agreement if HIPAA Administration Services are elected.

Additional reports may be provided upon request at a mutually agreed upon fee payable in advance.

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

RECITALS:

- A. The purpose of this Business Associate Agreement is to comply with the Health Insurance Portability and Accountability Act of 1996, or HIPAA as defined below, which applies to Plan Sponsor and to CNIC.
- B. Plan Sponsor and CNIC are parties to an underlying agreement for services, the terms of which result in CNIC's classification as a "Business Associate" and Plan Sponsor's classification as a "Group Health Plan" under HIPAA.
- C. The HIPAA regulations require Group Health Plans to enter into agreements, that include mandated provisions and terms, with all vendors and contractors that are classified as a "Business Associate."
- D. This Business Associate Agreement supercedes any previous business associate agreement between Plan Sponsor and CNIC.

WHEREFORE: In consideration of the mutual promises below, any fees paid pursuant to underlying agreements, and the exchange of information pursuant to this Business Associate Agreement, the parties agree as follows:

- I. **Definitions.** Terms used but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164. All terms defined in this Business Associate Agreement shall have a meaning consistent with terms defined in 45 C.F.R. Parts 160 and 164. Capitalized terms in this Business Associate Agreement are defined as follows:
 - A. "Business Associate Agreement" means this document/agreement, which may be incorporated by reference into the underlying agreement, or entered by the parties separately from the underlying agreement.
 - B. "Designated Record Set" means Protected Health Information maintained by or for Plan Sponsor, including but not necessarily limited to the enrollment, payment, claims adjudication, case or medical management records, and any other records used, in whole or in part, to make decisions about Individuals.
 - C. "Disclose," "Disclosing," or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
 - D. "Electronic Protected Health Information" means Protected Health Information that is transmitted by or maintained in electronic media.
 - E. "Individual" means a natural person who is the subject of Protected Health Information.

- F. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act in the American Recovery and Reinvestment Act of 2009, amendments to such Acts, and including any implementing regulations, amendments to such regulations, the HIPAA Omnibus Rule and specifically the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule at 45 CFR Part 160 and Part 164.
- G. "HIPAA Omnibus Rule" shall mean the "Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act," 78 Federal Register 5566 (January 25, 2013), and any amendments thereto.
- H. "Information Privacy and Protection Laws" mean (i) HIPAA, as amended and including any implementing regulations; (ii) the Gramm-Leach-Bliley Act, as amended and including any implementing regulations; (iii) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy or security of information pertaining to the health or medical status or condition of an individual, and/or the payment for health or medical care for an individual; (iv) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy of information pertaining to the financial or credit status or condition of an individual; (v) any statute, regulation, administrative or judicial ruling requiring a party to protect information pertaining to Individuals based upon the Individuals' status as consumers; and (vi) any other statute, regulation, administrative or judicial ruling requiring a party to protect the confidentiality, privacy and/or security of information pertaining to Individuals; all to the extent that such Information Privacy and Protection Laws have been enacted, promulgated, issued or published by any federal or state governmental authority with jurisdiction over that party.
- I. "Minimum Necessary Information" is defined in accord with 45 C.F.R. 164.514(d)(3) and generally means (i) in the case of routine and recurring types of Disclosures, information or records which the Disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such Disclosures; (ii) in the case of non-routine or non-recurring Disclosures, the information or records which the Disclosing party determines is reasonably necessary to accomplish the purpose of the Disclosure, upon review of each Disclosure according to criteria developed by the Disclosing party; provided that (iii) in the case of a Disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing party, or (C) to a public official for Disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the information or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of the Disclosure(s).
- J. "Protected Health Information," or "PHI," means any information that identifies or could reasonably be believed used to identify an Individual, which in any way concerns that Individual's health status, health care, or payments for his or her health care, or which a party is otherwise legally required to protect under an Information Privacy and Protection Law applicable to that party, and includes as well any

information derived by the processing of such information that is not de-identified with respect to any Individual who is the subject of the information.

- K. "Receive," "Receiving," and "Receipt" means (i) to take physical delivery of media containing information, or (ii) in the case of electronic delivery, for information to come into existence in a party's information processing system in a form capable of being processed by or perceived from a system of that type by the Receiving party if the Receiving party has designated that system or address as a place for Receipt of Information to a Disclosing party and the Disclosing party does not know that the information cannot be accessed from the particular system.
- L. "Security Incident" means an attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system as defined at 45 CFR 164.304.
- M. "Subcontractor" shall have the meaning given to it by 45 CFR § 160.103.
- N. "Security Rule" means the Security Standards for Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
- O. "Third party" means any individual, person, or organization not a party to this Business Associate Agreement.
- P. "Transaction" means the Transmission of information between parties to this Business Associate Agreement.
- Q. "Transmit," "Transmitted," or "Transmission" means the transfer of information by one party to another, regardless of the method or technology used to transfer the information.
- R. "Use" means the sharing, employment, application, utilization, examination, analysis or commingling with other information, of information by a party that holds that information.

II. Permitted Uses and Disclosures by CNIC

- A. Permitted Uses. The purpose(s) for which CNIC may Use, Disclose, or have access to PHI includes those Uses or Disclosures necessary to perform functions permitted or required by the underlying agreement for services. CNIC may also Use and Disclose PHI for the management and administration of its business or to carry out its legal responsibilities if:
 - 1. The Disclosure is required by law, or
 - 2. CNIC obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and that the person will notify CNIC of any instances it becomes aware of in which the confidentiality of the information has been breached.

- B. Compliance with Law. CNIC will not Use, Disclose, or access PHI in violation of any Information Privacy and Protection Laws. To the extent CNIC is to carry out any of Plan Sponsors obligations under the Privacy Rule at 45 C.F.R. Part 164, Subpart E, CNIC will comply with such requirements that apply to Plan Sponsor.
- C. Limitations on Use and Disclosure. CNIC further agrees to not Use or further Disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law.

III. Obligations and Activities of CNIC

- A. Independent Obligation. CNIC acknowledges that it has an independent obligation to comply with certain provisions of HIPAA with respect to PHI created or obtained by it through the underlying agreement and this Business Associate Agreement.
- B. Access to Records. CNIC agrees to provide access, at the request of Plan Sponsor, to PHI in a Designated Record Set to Plan Sponsor or, as directed by Plan Sponsor, to an Individual in order to meet the requirements under 45 CFR 164.524.
- C. Amendment to Records. CNIC agrees to make any amendment(s) to PHI in a Designated Record Set that Plan Sponsor directs or agrees to pursuant to 45 CFR 164.526 at the request of Plan Sponsor and in the time and manner designated by Plan Sponsor. This is not necessary if CNIC does not have PHI in a Designated Record Set.
- D. Accounting for Disclosure of Records. CNIC shall maintain an accounting or record of all Disclosures of PHI it makes as required by and in accordance with 45 C.F.R 164.528. CNIC agrees to provide to Plan Sponsor such accounting or record, to permit Plan Sponsor to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- E. Mitigation. CNIC agrees to mitigate, to the extent practicable, any harmful effect that is known to CNIC of a Use or Disclosure of PHI by CNIC in violation of the requirements of this Business Associate Agreement.
- F. Minimum Necessary Information. Prior to conducting any Transaction or other activity in which PHI is Used, Disclosed, or requested, the parties shall determine the Minimum Necessary Information for purposes of that Transaction and limit the Use, Disclosure, or request accordingly. Information required to be provided or submitted in Standard Transactions adopted under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations and authority are presumed to meet the Minimum Necessary information requirements.
- G. Security/Notification of Breach. At all times following the Receipt of PHI, until such time as the PHI is no longer in CNIC's possession or subject to its control:
 - 1. CNIC shall implement appropriate safeguards to prevent any Use or Disclosure of the PHI other than those permitted under this Business Associate ; and
 - 2. CNIC shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability

of electronic PHI that it creates, receives, maintains, or transmits on behalf of Plan Sponsor as required by the Security Rule; and

3. CNIC shall notify Plan Sponsor of any Use or Disclosure of PHI not permitted by or contrary to the terms of this Business Associate Agreement and/or any Security Incident of which CNIC becomes aware.
 4. CNIC shall comply with the requirements of 45 C.F.R. 164.410 in order to notify Plan Sponsor of any breach of unsecured PHI following the discovery of such breach. Such notice will be provided without unreasonable delay, and in no case later than sixty (60) calendar days after discovery of the breach.
- H. Disclosures to Third Parties. CNIC may not Disclose PHI to Third parties except under the following conditions:
1. The Disclosure is of the Minimum Necessary Information for the purposes of the Disclosure; and
 2. The Disclosure is necessary to accomplish a purpose for which the PHI was Disclosed to the Receiving party and is permitted under applicable Information Privacy and Protection Laws and this Business Associate Agreement.
- I. Agents and Subcontractors. CNIC agrees to ensure that any agent or Subcontractor of CNIC agrees to the same restrictions and conditions that apply to CNIC throughout this Business Associate Agreement when such agents or Subcontractors are performing any of the tasks, duties, or obligations required of CNIC by the underlying contract or this Business Associate Agreement. CNIC will ensure that any such agent or Subcontractor agrees to implement reasonable and appropriate safeguards to protect Plan Sponsor's PHI.
- J. Audits. CNIC agrees to make its internal practices, books, and records relating to its access to, Use, and Disclosure of PHI received from or on behalf of Plan Sponsor or created by CNIC on behalf of Plan Sponsor available to the U.S. Secretary of the Department of Health and Human Services ("Secretary") for purposes of determining compliance with Information Privacy and Protection Laws.
- K. Compliance with Law and Agreement. Each party to this Business Associate Agreement shall comply with, and as applicable shall require its directors, officers and employees to comply with, all Information Privacy and Protection Laws and with each party's duties and obligations pursuant to this Business Associate Agreement.

IV. Information Transmission Agreement

Transmission of PHI. In arranging for transmission or exchange of PHI with Plan Sponsor, regardless of the format of the information or the method of transmission utilized, CNIC will cooperate with Plan Sponsor to reasonably safeguard such information from unauthorized Disclosure.

V. Term and Termination

A. Term. Except as otherwise agreed, this Business Associate Agreement shall be in effect for the term of the underlying agreement and shall be renewed with any renewal or extension of the underlying agreement.

B. Termination for Cause. Notwithstanding anything to the contrary in this Business Associate Agreement or the underlying agreement, upon gaining knowledge of a material breach by CNIC of the terms of this Business Associate Agreement, Plan Sponsor may terminate this Business Associate Agreement and the underlying agreement upon written notice to CNIC.

C. Effect of Termination. CNIC obligations do not terminate until all PHI provided by Plan Sponsor to CNIC and PHI created or received by CNIC on behalf of Plan Sponsor is destroyed or returned to Plan Sponsor, and CNIC shall return or destroy all such PHI except if it is not feasible to return or destroy PHI as provided below:

1. Return of Information. Except as noted below, CNIC shall return to Plan Sponsor all PHI available.
2. Destruction of Information. Except as noted below, for any PHI subject to this Business Associate Agreement that CNIC does not or cannot return, CNIC shall permanently destroy by shredding or otherwise destroying all paper or other hard copy media on which it is recorded, and/or wiping it from any electronic medium on which it has been stored using utilities or processes which cause the information to be unrecoverable, unless otherwise agreed in writing.
3. Archiving of Information. Upon agreement by the parties that it is not feasible for CNIC to return or destroy such information or that CNIC must retain specific PHI necessary for CNIC to continue its proper management and administration or to carry out its legal responsibilities, CNIC shall continue all protections provided to PHI under this Business Associate Agreement for as long as such information is retained. When such information is no longer needed by CNIC, it shall then be returned to Plan Sponsor or appropriately destroyed as provided above.

D. Notwithstanding any of the above provisions, if CNIC reasonably determines that it shall retain the information for the purpose of complying with applicable laws, then CNIC may retain the information but must continue to protect the PHI under the terms of this Business Associate Agreement. The terms of this Business Associate Agreement shall survive termination and remain in effect for as long as any PHI is retained by CNIC.

VI. General Provisions

A. Amendment of Agreement. Except as otherwise set forth in this Business Associate Agreement, this Business Associate Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing, CNIC may unilaterally amend this Business Associate Agreement in order to comply with any applicable federal or state laws or regulations, including but not limited to Information Privacy and Protection Laws, effective immediately upon written notice to Plan Sponsor.

Upon the addition of, change, or amendment to any applicable federal or state laws or regulations, including but not limited to Information Privacy and Protection Laws, which would require an amendment to this Business Associate Agreement, this Business Associate Agreement shall be deemed to be amended to comply with such addition, change or amendment.

- B. Indemnification. Each party will indemnify, hold harmless, and defend the other parties to this Business Associate Agreement from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with any non-fulfillment of any obligation on the part of the responsible party under this Business Associate Agreement.
- C. Survival. The obligations of CNIC under Section V.D. of this Business Associate Agreement shall survive termination of the underlying agreement.
- D. No Agency or Partnership. This Business Associate Agreement does not create a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Business Associate Agreement, each party is at all times acting and performing as an independent contractor and is not an agent or representative of any other party.
- E. No Rights to Individuals. This Business Associate Agreement shall not be construed to provide any right to an Individual or to increase the duties or responsibilities of the parties hereto beyond the requirements established by this Business Associate Agreement. The sole purpose of this Business Associate Agreement is to establish the respective rights and duties of the parties hereto (and of Plan Sponsor). Any rights of an Individual are derived solely from law and not from this Business Associate Agreement.
- F. Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Business Associate Agreement or any part of it, nor any benefit or interest in or under it, to any Third party without the prior written consent of all other parties.
- G. Interpretation. The requirements of applicable law pertaining to PHI are, to the extent not adequately provided for in this Business Associate Agreement, hereby incorporated by this reference and shall become a part of this Business Associate Agreement. This Business Associate Agreement shall be construed as broadly as necessary to implement and comply with Information Privacy and Protection Laws.

RESOLUTION NO. _____

AUTHORIZING AMENDMENT FOR ADMINISTRATIVE SERVICES AGREEMENT WITH CNIC HEALTH SOLUTIONS, INC. (CNIC) FOR PROVISION OF SERVICES RELATED TO THE CITY OF CASPER'S HEALTH BENEFIT PLAN.

WHEREAS, the City of Casper entered into an Administrative Services Agreement (Contract) with CNIC on July 9, 2009 to provide health coverage for the City's Health Plan; and,

WHEREAS, CNIC is able and willing to continue to provide such services; and

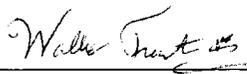
WHEREAS, the City of Casper desires to continue working with CNIC to perform such services.

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, and the City Clerk to attest, the Administration Services Agreement with CNIC Health Solutions, INC.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in accordance with the schedule of fees contained within the Contract, as amended.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 201__.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul Meyer,
Mayor

January 29, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Tracey Belser, Human Resources Director *TB*
SUBJECT: Centralized Background services with Sterling Infosystems, Inc.

Recommendation:

That Council, by resolution, authorize a contract between Sterling Infosystems, Inc., and the City of Casper for a centralized background services on individuals who are offered employment with the City of Casper.

Summary:

The Human Resources Department budgeted \$20,000 to centralize background services for the City with the exception of in depth background checks needed with sworn Police and Fire personnel. Sterling Infosystems, Inc. is the only system that integrates with Neogov, the online applicant tracking system used by the City. This will create consistency within our organization and can be easily incorporated into the centralized hiring process that already exists.

To avoid potential discrimination, Human Resources must examine whether there is a sound business reason not to hire an individual with a criminal record, taking into account the nature of the offense, whether it is job related, when it occurred, and what the person had done with his or her life since the time of the conviction. A process will be implemented to deter any potential discrimination within the hiring process.

The fee structure depends on the number and type of background check being performed. The fee schedule is included in the professional services agreement.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 4th day of February, 2014, by and between the following parties:

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

2. Sterling Infosystems, Inc., 5750 West Oaks Blvd. #100, Rocklin, California, 95765 (“Contractor”).

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

RECITALS

A. The City is undertaking employment screening and/or background checking services.

B. The project requires professional services for employment screening and/or background checking services.

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

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

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

1. SCOPE OF SERVICES:

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

- Contractor will provide services relating to employment screening and/or background checking services with a variety of packages, as specified in Appendix A through C.
- Services will include, but are not limited to, driving records, employment verifications, education verifications, criminal convictions, and sex offender registry.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of August, 2015.

Sterling shall not commence the provision of Services until the City has completed and executed the End User Certification and Credentialing Application in the form determined by Sterling, the terms of which are incorporated by reference herein, and the Credentialing Application has been approved.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, via fixed fees based on the number of screened employees per package in Appendix A.

The Contractor will invoice the City semi-monthly and payment shall be due with thirty (30) days of the date of invoice. A late payment charge of the lesser of 1 ½% per month or the highest lawful rate may be applied to any outstanding balances until paid.

The City will pay any applicable taxes relating to this Contract, other than taxes based on Contractor income and franchise-related taxes.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul Meyer
Mayor

WITNESS

CONTRACTOR
Sterling Infosystems, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The 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.

1.2 The Contractor may immediately suspend Services, in whole or in part, under this Contract without notice (i) upon the City's failure to pay amounts when due, (ii) if the City files bankruptcy or reorganization or fails to discharge an involuntary petition within sixty (60) days after filing date, or (iii) if Contractor reasonably believes that its provision, or City's use, of the Services shall violate the Fair Credit Reporting Act ("FCRA") or other applicable law. In the event of material breach of this Contract by the City or the Contractor, the non-breaching party may terminate this Contract if such breach is not cured within forty-five (45) days of written notice of breach; provided that if such breach is not capable of being cured the non-breaching party may terminate this Contract upon written notice.

1.3 The provisions set forth in Sections 1, 7, 8, 11 and 16 will survive the termination of this Agreement.

2. CHANGES:

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

Contractor reserves the right to revise its pricing for services upon thirty (30) days written notice. Notwithstanding the foregoing, in the event state or local government fees payable by Contractor in connection with the provision of services increase during the term, Contractor may pass along such price increase to the City upon notice.

3. ASSIGNABILITY:

Neither party shall assign any interest in this Contract, and neither party shall transfer any interest in the same (whether by assignment or novation) without the prior written approval of the other party: 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.

5. 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.

6. 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.

7. FINDINGS CONFIDENTIAL:

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

The City shall not disclose any background screening reports provided by the Contractor hereunder except as permitted by this Contract or required by law, provided the City is not prohibited from disclosing such report to the subject of such report.

Each party ("**Recipient**") will treat all information provided by the other party ("**Discloser**") that Discloser designates in writing to be confidential in the same manner as Recipient treats its own confidential information. Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third party with the right to disclose

such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the confidential information. Client shall not disclose the negotiated pricing or terms of this Agreement to any third party.

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City; provided the City acknowledges and agrees that Contractor's use of independent court researchers and drug testing labs shall not constitute subcontracting hereunder. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE

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

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

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

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

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

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

11.6 EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

11.7 EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CLIENT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED.

11.8 Notwithstanding anything to the contrary, the exclusions and limitations set forth in Section 11.6 and Section 11.7 above shall not apply with respect to breach of Section 7 or 15.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

15. RESTRICTIONS ON USE

The City will obtain and use any Consumer Report or Investigative Consumer Report, as those terms are defined in the FCRA, solely for the purpose(s) designated by the City in the Credentialing Application and in accordance with the End User Certification signed by the City. The City will not provide any part of the Services to others, whether directly or indirectly, through incorporation in a database, report or otherwise.

The City will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to, the FCRA and the Fair and Accurate Credit Transactions Act ("FACTA") and applicable state and local laws and regulations.

16. DISCLAIMERS

The City acknowledges that the depth of information collected by Contractor varies among sources and Contractor cannot act as an insurer or guarantor of the accuracy, reliability or completeness of the data. The City shall be responsible for determining that its use of the Services complies with all applicable federal, state or local law, rule or regulation, including but not limited to, FCRA and FACTA.

EXCEPT AS EXPLICITLY SET FORTH IN THIS CONTRACT, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS CONTRACT, (A) CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (B) CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

APPENDIX A

City of Casper, Wyoming
List of Packaged Services

City of Casper- Best Practice Package: **Package Price:**

- **Social Security Trace/Address History locator/Name Alias List**
- **7 year County Criminal Search** (Unlimited counties off SS trace)^
- **Enhanced Nationwide Criminal Search/Multi-State Multi-Jurisdiction**^^ **\$ 49.50 Per Search**
- **ArrestDirect Criminal locator**-Over 288 Million criminal records updated daily over 50,000 new REAL TIME records ^^

City of Casper- Basic Package: **Package Price:**

- **Social Security Trace/Address History locator/Name Alias List**
- **Single County Criminal Search**^
- **Enhanced Nationwide Criminal Search/Multi-State Multi-Jurisdiction**^^ **\$ 29.49 Per Search**
- **ArrestDirect Criminal locator**- Over 288 Million criminal records updated daily over 50,000 new REAL TIME records^^

- **Social Security Trace/Address History locator/Name Alias List**
- **7 year County Criminal Search** (Unlimited counties off SS trace)^
- **Enhanced Nationwide Criminal Search/Multi-State Multi-Jurisdiction**^^
- **ArrestDirect Criminal locator**-Over 288 Million criminal records updated daily over 50,000 new REAL TIME records ^^ **\$ 78.00 Per Search**
- **Employment Verification ***
- **Education Verification***
- **DOJ 50 State Sex Offender Registry Search**

- **Social Security Trace/Address History locator/Name Alias List**
- **7 year County Criminal Search** (Unlimited counties off SS trace)^
- **Enhanced Nationwide Criminal Search/Multi-State Multi-Jurisdiction**^^
- **ArrestDirect Criminal locator**-Over 288 Million criminal records updated daily over 50,000 new REAL TIME records ^^ **\$ 65.50 Per Search**
- **Department of Motor Vehicles Search**◆
- **DOJ 50 State Sex Offender Registry Search**

City of Casper- NEOGOV Advanced Package:

Package Price:

- **Social Security Trace/Address History locator/Name Alias List**
- **10 year County Criminal Search (Unlimited counties off SS trace)^**
- **10 year Federal District Criminal Search (Unlimited districts off SS trace)^**
- **Enhanced Nationwide Criminal Search/Multi-State Multi-Jurisdiction^^**
- **ArrestDirect Criminal locator-Over 288 Million criminal records updated daily over 50,000 new REAL TIME records ^^** **\$ 98.50 Per Search**
- **Employment Verification ***
- **Education Verification***
- **Employee Credit Report(Requires Site-Inspection)**
- **DOJ 50 State Sex Offender Registry Search**

APPENDIX B

City of Casper, Wyoming List of A La Carte Services

<i>A La Carte Searches & Services:</i>	Cost Per Service:
• Employee Credit Report(Requires Site-Inspection)	\$ 8.00 per report
• Federal District Criminal Search^	\$8.00 per search
• Department of Motor Vehicles Search♦	\$7.50 per search
• DOJ 50 State Sex Offender Registry Search	\$8.50 per report
• Education Verification*	\$10.00 per verification
• Employment Verification *	\$10.00 per verification
• Reference Verification*	\$10.00 per verification
• Professional License Verification***	\$13.00 per verification
• Credit Site-Inspection (One-Time Fee)	\$ 80.00
• ArrestDirect Incarceration Alert Audit	\$1.00 per employee
• NeoGov ATS Integration	Included

^Includes all county court fees except for criminal fees in NY, ME, VT, and Puerto Rico

*Third party verification fees incur an additional charge.

**Third party collection fees incur an additional charge.

♦Motor Vehicle Searches incur an additional state to state DMV fee.

^^ If search incurs a hit, requires validation at county level for accuracy. (\$4.50 Validation)

APPENDIX C

City of Casper, Wyoming
List of Services

Standard Sterling Platform Implementation/ Annual Account Maintenance	Price
Jackson Lewis HR legal partnership - Interactive Hot Line for Compliance Help	Included
<i>Instant Invoices: Real time, Electronic, Detailed- Sortable and Exportable!</i>	Included
<i>Batch/Bulk Order processing process multiple orders at one time</i>	Included
<i>Contractor Portal / Automatic Ordering w/ Credit Card Processing</i>	Included
<i>Electronic Consent & Disclosures Forms (Intuitive to All 50- States)</i>	Included
<i>Automatic Order Processing via Electronic Consent and Disclosure</i>	Included
<i>FCRA Compliance Expertise, Policy and Guideline Underwriting Assistance</i>	Included
<i>Self Administration for instant changes</i>	Included
<i>Unlimited Users- Free Change Order additions/changes</i>	Included
<i>Online Ordering and report retrieval</i>	Included
<i>Applicant Self-Service</i>	Included
<i>Online Process Management Reports (Real Time)</i>	Included
<i>Online Adverse Action Letters (pre-populated with applicant information)</i>	Included
<i>Duplicate background report order warning</i>	Included
<i>Client Facing Order Notes (on demand)</i>	Included
<i>Platform upgrades/ servicing/ Archiving of applicants information</i>	Included
<i>International Consent Forms & Order processing through Platform</i>	Included
<i>Unique Client Code Number for client support via telephone or email.</i>	Included
<i>Interactive Online Customer Service – Instant CHAT /IM product</i>	Included
Total = \$500.00 – INCLUDES SECURITY UPDATES	<u>WAIVED</u>

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CONTRACT
WITH STERLING INFOSYSTEMS, INC.

WHEREAS, the City of Casper needs employment screening and background checking services; and,

WHEREAS, Sterling Infosystems, Inc. is able and willing to provide those services; and,

WHEREAS, the City of Casper desires to hire Sterling Infosystems, Inc. to perform those services.

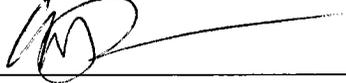
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Sterling Infosystems, Inc. for those services.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in an amount not to exceed Twenty Thousand Dollars (\$20,000.00).

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 Sterling Infosystems, Inc. to provide employee benefit consulting services for the City of Casper.

PASSED, APPROVED, AND ADOPTED on this 4th day of February, 2014

APPROVED AS TO FORM:



ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul Meyer
Mayor

January 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Denyse Wyskup, Casper Regional GIS Administrator

SUBJECT: Memorandum of Understanding Adopting Street Naming and Address
Assignment Standard Operating Procedures

Recommendation:

That Council consider a Memorandum of Understanding (MOU) for the adoption of *Street Naming and Address Assignment Standard Operating Procedures* between those entities participating in the Natrona Regional Geospatial Cooperative (NRGC). Present members of the NRGC include Natrona County, the City of Casper, the Town of Mills, the Town of Evansville, and the Town of Bar Nunn.

Summary:

The Natrona Regional Geospatial Cooperative (NRGC) was created July of 2012 to maintain shared mapping resources between the City of Casper, Natrona County, the Town of Mills, the Town of Evansville and the Town of Bar Nunn. The NRGC identified potential public safety issues caused by inconsistent addressing standards, with each of the member communities having its own set of addressing standards. A sub-committee of the NRGC, consisting of planning, GIS, and public safety professionals from the region, developed a new set of standards, the *Street Naming and Address Assignment Standard Operating Procedures*, to establish a cohesive addressing and street naming strategy for all member communities. The proposed addressing standards are designed to ensure consistency, which translates into more rapid and efficient emergency response. The proposed standards will ensure that all new development within the region will be addressed properly and consistently, and that future streets will be named so as not to duplicate an existing street name. The adoption of the standards will streamline development reviews by staff, and provide developers with a universal set of standards that apply to new development in Casper, as well as all surrounding communities.

A resolution and MOU have been prepared for the Council's consideration.

MEMORANDUM OF UNDERSTANDING

STREET NAMING AND ADDRESS ASSIGNMENT STANDARD OPERATING PROCEDURES FOR THE NATRONA REGIONAL GEOSPATIAL COOPERATIVE.

This Memorandum of Understanding (“MOU”) is made by and between the City of Casper, Wyoming, a Wyoming municipal corporation; the Board of County Commissioners of Natrona County, Wyoming; the Town of Mills, Wyoming, a Wyoming municipal corporation; the Town of Evansville, Wyoming, a Wyoming municipal corporation; and the Town of Bar Nunn, Wyoming, a Wyoming municipal corporation.

RECITALS

WHEREAS, Natrona County, the City of Casper, the Town of Mills, the Town of Evansville, and the Town of Bar Nunn; comprise the Natrona Regional Geospatial Cooperative; and,

WHEREAS, the Natrona Regional Geospatial Cooperative was created in 2012 to maintain shared data and resources between all members and to create standard operating procedures that enable the cooperative to provide services for all members at the same level; and,

WHEREAS, it is in the best interest of the members of the Natrona Regional Geospatial Cooperative to establish a cohesive addressing strategy to balance the needs of all members and enable rapid and efficient emergency response; and,

WHEREAS, the *Street Naming and Address Assignment Standard Operating Procedures* has been developed, by a sub-committee of the Natrona Regional Geospatial Cooperative, as the guidance document for said strategy, a copy of which is hereby attached as Exhibit “A” and made a part of this MOU; and,

WHEREAS, the members of the Natrona Regional Geospatial Cooperative desire to enter into this MOU establishing the *Street Naming and Address Assignment Standard Operating Procedures* as the addressing strategy to be utilized within the cooperative.

NOW, THEREFORE, the City of Casper, Natrona County, the Town of Mills, the Town of Evansville, and the Town of Bar Nunn, in consideration of the mutual promise and agreements herein contained, hereby agree to the following:

ARTICLE I: INCORPORATION OF RECITALS

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

ARTICLE II: UTILIZATION OF COHESIVE STRATEGY

The parties hereto mutually agree to each utilize the *Street Naming and Address Assignment Standard Operating Procedures* as its addressing procedure to enable rapid and efficient emergency response within the Natrona Regional Geospatial Cooperative.

ARTICLE III: ADOPTION OF PROCEDURES

The parties hereto mutually agree to incorporate the *Street Naming and Address Assignment Standard Operating Procedures* into its regulatory document to allow for the enforcement of said addressing and street naming standards.

ARTICLE IV: TERM OF MEMORANDUM AND TERMINATION PROCESS

This Memorandum of Understanding shall become effective upon the date signed and executed by the authorized representative of each of the parties, and shall remain in full force and effect until terminated. Any party may terminate, without cause, its participation in this Memorandum of Understanding upon thirty (30) days written notice to the Geographic Information Office (GIO), City Manager's Office, 200 North David Street, Casper, WY, 82601.

ARTICLE IV: GENERAL PROVISIONS

This Memorandum of Understanding shall be binding upon the parties hereto, their successor and assigns.

Any amendment of this Memorandum of Understanding or the *Street Naming and Address Assignment Standard Operating Procedures* shall be in writing and executed by all parties hereto.

This Memorandum of Understanding may be executed by more than one copy; however, each copy thereof shall serve as but one and the same agreement.

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.

None of the parties hereto waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

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

APPROVED AS TO FORM:

Walter Trembot

ATTEST:

THE CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Mayor

ATTEST:

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

Renea Vitto
County Clerk

Chairman

ATTEST:

TOWN OF MILLS, WYOMING
A Municipal Corporation

Town Clerk

Mayor

ATTEST:

TOWN OF EVANSVILLE, WYOMING
A Municipal Corporation

Janelle Underwood
Town Clerk

Mayor

ATTEST:

TOWN OF BAR NUNN, WYOMING
A Municipal Corporation

Carol Pendley
Town Clerk

Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing agreement was acknowledged before me this _____ day of _____, 2014 by _____, as Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

NATRONA REGIONAL GEOSPATIAL COOPERATIVE

STREET NAMING AND ADDRESS ASSIGNMENT STANDARD OPERATING PROCEDURES

2014

Adopted by the Natrona Regional Geospatial Cooperative by

Memorandum of Understanding dated:

And by the following ordinances for:

Natrona County

City of Casper

Town of Mills

Town of Evansville

Town of Bar Nunn



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I. INTRODUCTION

These standards and policies were created cooperatively by a sub-committee of the Natrona Regional Geospatial Cooperative. This regional cooperative is comprised of several government agencies within Natrona County, Wyoming and include; Natrona County, the City of Casper, the Town of Bar Nunn, the Town of Evansville and the Town of Mills. This cooperative was created to maintain shared data and resources between all entities and to create standard operating procedures that will enable the cooperative to provide services for all the agencies represented within the Natrona Regional Geospatial Cooperative at the same level.

The main goal of the sub-committee was to develop a cohesive addressing strategy, which can better serve all citizens that live within Natrona County, Wyoming. The *Street Naming and Address Assignment Standard Operating Procedures* was designed to balance each entity's needs, to enable rapid and efficient emergency response and to utilize the shared information system for competent growth management. Adoption of the *Street Naming and Address Assignment Standard Operating Procedures*, by ordinance, for each of the entities will allow coherent standards for the creation of all streets and addresses within Natrona County, Wyoming.

This sub-committee of the Natrona Regional Geospatial Cooperative anticipates continuing to meet on a regular basis to further observe development activity and to supervise the effectiveness of this technical document. Updates may be made as needed.

- **Apartment** - A suite of two or more rooms in a multiple-family dwelling, or in any other building excluding a single-family dwelling and suitable for occupancy as a dwelling unit for one family.
- **Building** - Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or property of any kind, having an enclosed space and a permanent roof supported by columns or walls.
- **Commercial Lot** - To include lots zoned for commercial or industrial uses. Usually larger in size than residential lots.
- **Cul-de-sac** - A street having only one open end and being permanently terminated by a vehicle turn-around.
- **GIS** – Geographic Information System
- **HOA** – Homeowners Association
- **Manufactured Home (Mobile) Parks** - Any land upon which two or more occupied manufactured homes (mobile) or recreational vehicles used for habitation are parked, whether free of charge or for income producing purposes, including any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. This definition does not apply where all manufactured homes (mobile) or recreational vehicles are occupied by the owner of the land and his immediate family. This definition does not apply to recreational areas or to overnight parking by agencies of local, state and federal governments, where posted restrictions for use of such areas are provided.
- **Multi-Family** - Properties, such as apartments, duplexes and others that are constructed for use by multiple family groups. Condominiums are also considered multi-family properties for some purposes.
- **Public Land Survey System (PLSS)** - The Public Land Survey System (PLSS) is a system of surveys used to describe land by Township, Range and Section. A township is roughly a 36 mile square. Townships are further broken down into 36, one mile squares called sections. Sections can be divided into quarter sections, quarter-quarter sections as well as irregular and regular government lots to give descriptions to land. In Natrona County, townships are described as being north of the baseline that runs through the 6th Principal Meridian and ranges are described as being west of the 6th Principal Meridian. For example, the majority of the City of Casper is within Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming.
- **Right of Way (ROW)** - Specific and particularly described strip of land, property, or interest therein dedicated to and accepted by the municipality to be devoted to and subject to use by the general public for general transportation purposes or conveyance of utilities whether or not in actual fact improved or actually used for such purposes, as officially recorded.

- **Street Suffix** – An abbreviation of the street type designation. For example: ST = Street, AVE = Avenue, BLVD = Boulevard.
- **Strip Mall** - A shopping complex containing a row of various stores, businesses, and restaurants that usually opens onto a common parking lot.
- **URISA** - The Urban and Regional Information Systems Association. This is a nonprofit association of professionals using GIS and other information technologies to solve challenges and to promote the effective and ethical use of spatial information and technologies in U.S. State and Local government agencies. This group created the *URISA Address Issues and IS/GIS Implementation* guidebook for purposes of education and standardization with respect to Addressing and Street procedures.
- **Zoning** – The separation or division of a municipality into districts, the regulation of buildings and structures in such districts in accordance with their construction and the nature and extent of their use, and the dedication of such districts to particular uses designed to serve the general welfare.

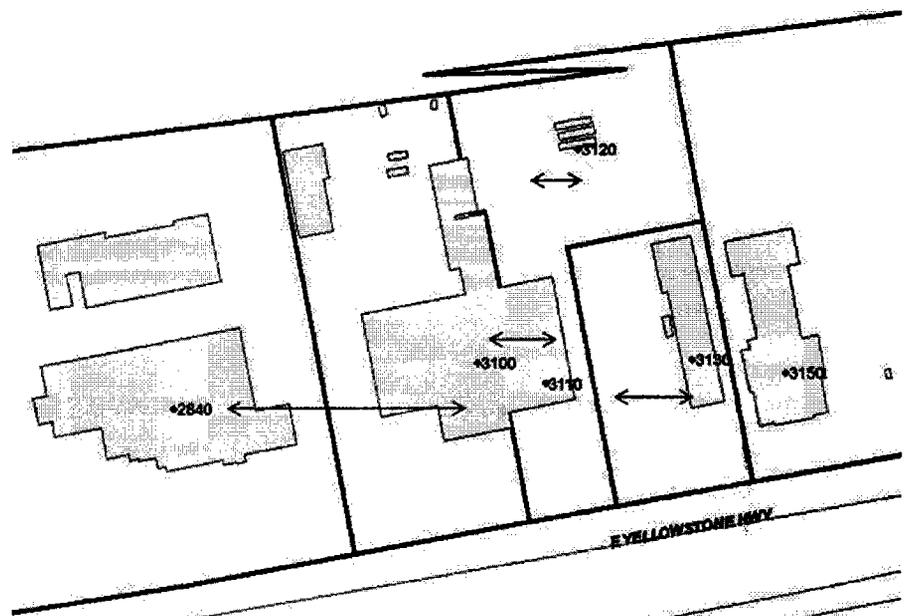
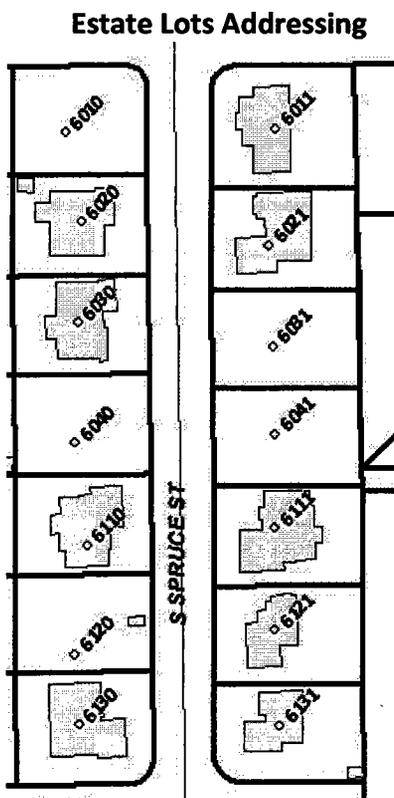
III. STANDARD ADDRESSING REGULATIONS

- Address ranges shall fit between established street segment numbering.
- Address ranges shall fit into corresponding street segment ranges.

For public safety purposes, all address points must match the segment on which the address point is located. If address points do not match the street segment range, the system cannot accurately determine the correct address point.

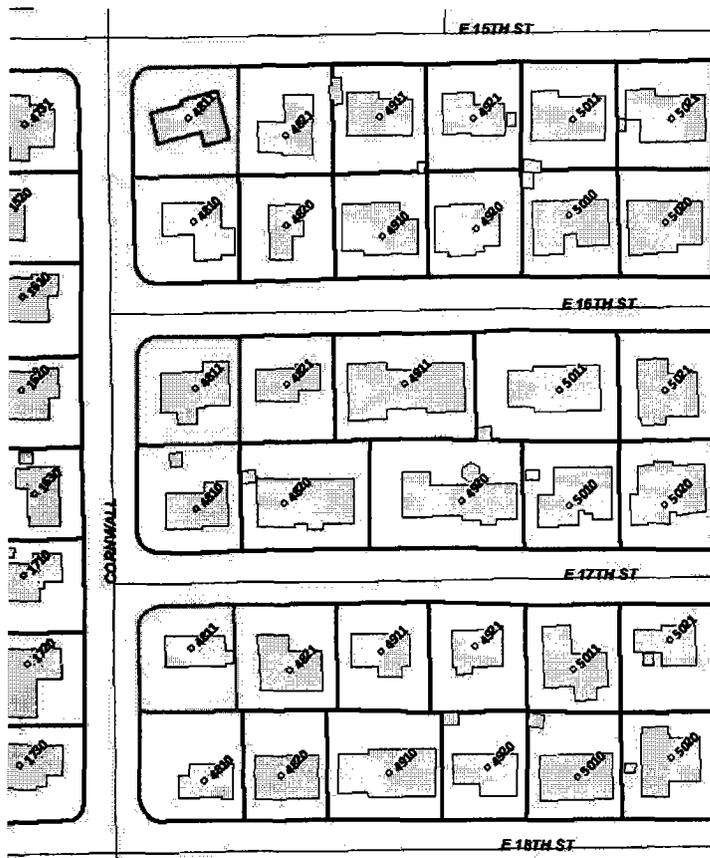
- Address numbers are estimated based on the Address Grid standards. (See definition and example in Section II)
- Addresses shall have a set standard for ranges within a street segment:
 - The range should allow for a set number of spaces between each lot, to allow for future addresses (new buildings, subdivided addresses, etc.).
 - Minimum 10 spaces for commercial lots.
 - Minimum 10 spaces for larger residential lots (estate lots).
 - Minimum 6 spaces for average residential lots.

EXAMPLES:



- As addresses are created, note zoning for the area – are lots zoned to allow subdividing, multiple family dwellings, commercial areas, etc. – to determine future growth potential.
- While always using the Address Grid address as the final determination, ranges are theoretical rather than actual in order to limit maintenance in the GIS system. For example, the range should incorporate the entire 200 block (200 through 299) rather than just 200 through 270 if those are the only existing address points at that time.
 - Address ranges should fit into corresponding street segment ranges.
- Based on the Address Grid, and for all entities except for Edgerton and Midwest:
 - Odd addresses are South and East
 - Even addresses are North and West
- Addresses shall always be based on the street on which the house or building faces.
- Beginning address numbers on each new street shall match the beginning address number of all parallel streets.
 - The exception will be if one of the addresses points is offset, it may receive a higher address number based on that physical location.

EXAMPLE:



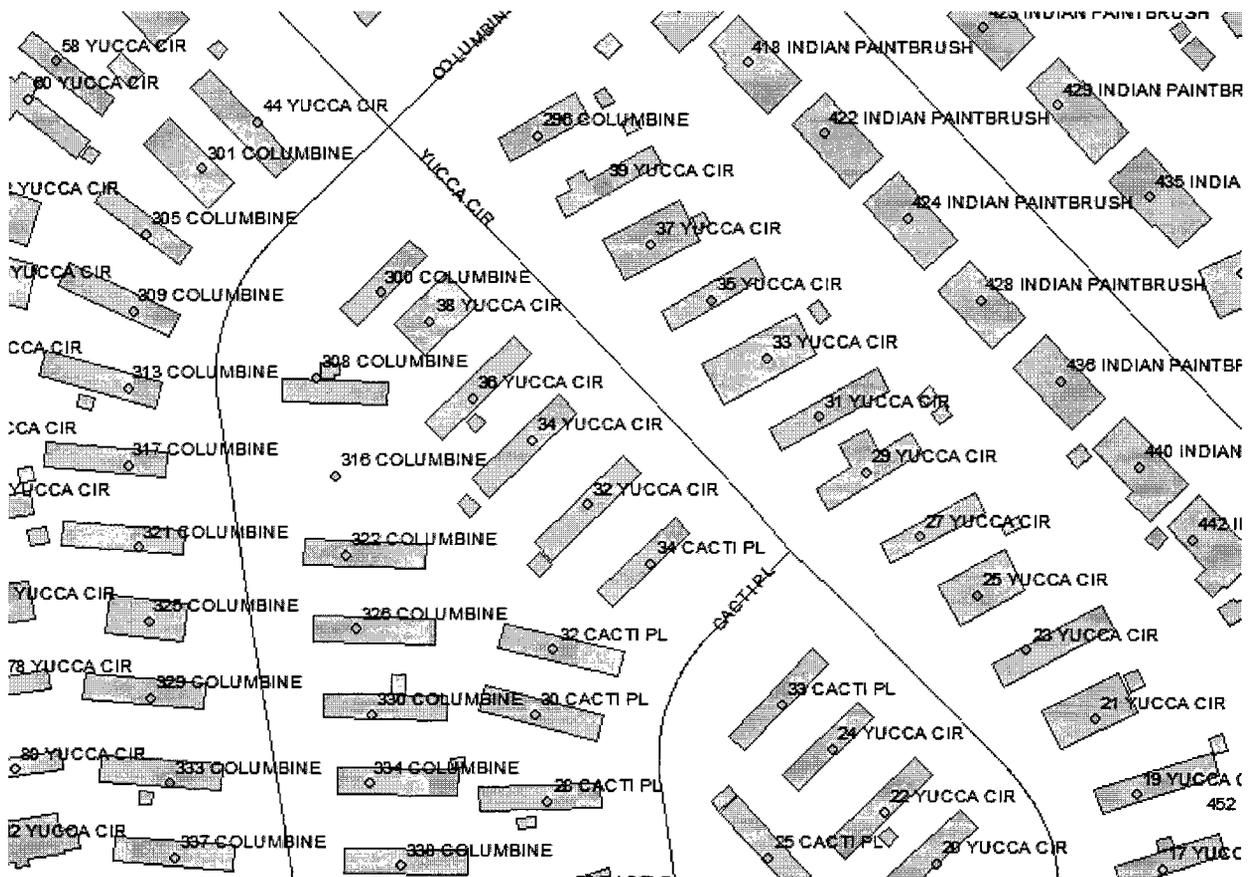
IV. ADDRESS ASSIGNMENTS FOR NON-RESIDENTIAL COMPLEXES, MULTI-FAMILY RESIDENTIAL AND MANUFACTURED HOME PARKS.

- Building addressing shall be broken down into the following categories, with standards defined for each category:
 - **Industrial (Multi-Building):**
 - Business would be addressed off the street.
 - Buildings labeled as A, B, C.
 - Under sub-category would be defined specifics:
 - ❖ Warehouse, main office, break room, shop, etc.
 - **Commercial (shopping centers, business centers):**
 - Type 1 - Exterior access (each business is accessed via its own exterior entrance).
 - ❖ Each business will have its own address based on the street.
 - Type 2 - Interior access (the building is accessed via shared, exterior entrances and each business has its own interior entrance).
 - ❖ The building has one address and each business within has a unit or suite number.
 - **Multi-Family:**
 - Each building has its own address.
 - ❖ All apartments are numbered within that address.
 - If the units can be sold separately, and have separate exterior access, they must be addressed individually as a Type 1 address (duplexes).
 - If a new address point is added to a lot with an existing point, the new point needs a new address (existing address point is 123 S. Jefferson/new address point would be 125 S. Jefferson).
 - ❖ If necessary, use A, B, or C designation if not enough space left between address numbers.
 - ❖ Do not use fractions as part of the address (123 ½ S. Jefferson). These do not follow United States Post Office standards.
 - In the case of individual ownership of the housing unit, with interior access only, and the land is owned by a single entity (HOA), they must be addressed as a Type 2

address (condo with interior access).

- Apartment and office suite numbering shall be standardized:
 - ❖ First floor- 101, 102, etc.
 - ❖ Second floor - 201, 202, etc.
 - ❖ Do not use letters for apartments or suites.
 - ❖ Basements should be designated as B100 for first level down, B200 for second level down, etc.
- **Manufactured Home Parks:**
 - The streets within a trailer court shall be named following approved standard operating procedures as defined in this document, and all lots shall be addressed off the appropriate street.

EXAMPLE:



V. STREET NAMING GUIDELINES

- New street names shall not be duplicates of street names already in existence in any other entity in Natrona County. This includes adding different types (Aspen **St**, Aspen **Dr**, Aspen **Blvd**) or directions (Cabin Rd, S Cabin Rd) to existing street names.
- New street names shall not resemble or sound similar to existing street names. For example, Campaign/Camp Payne or Allison/Allyson.
- A resolution is required to officially approve the change of a street name.
- When the subdivision plat is recorded, the street names on the recorded plat are the legal street names.
- Changes in street direction will require a new street name.
 - Each street segment will be terminated at the point of change of direction and the next segment with the different direction will be given a new street name.

EXAMPLE:



- The name of a continuous street may require the addition of subsequent street names because of a change in the street's east-west vs. north-south orientation (a circle or horseshoe shaped thorough-fare), or because of a change in alignment that makes another name from the street name grid more accurate.
 - Continual addressing for a circular or horseshoe shaped street may remain based on length of road and surrounding addressing alignments.
- Such street name breaks should occur at an intersection whenever possible, and preferably at an intersection with a major cross street.

EXAMPLE:



- Where it is not possible to make the break at an intersection, the break shall occur at a point on the curve where the street orientation changes from primarily north-south to east-west.

VI. CONFIGURATION FOR STREET NAMING

- Street direction designation shall be based entirely on the Address Grid standards. (See definition and example in Section II)
- Segment range “TO” and “FROM” numbers go from lowest to highest based on address points.

[Left From] and [Left To]: 6001 - 6300

- Segment ranges are determined based on surrounding street segments, address ranges within segment, lot sizes, etc.
- Street names shall conform to the street type designations (Street Suffix abbreviations) as shown below:

○ Avenue	AVE
○ Boulevard	BLVD
○ Circle	CIR
○ Court	CT
○ Drive	DR
○ Hill	HILL
○ Highway	HWY (Salt Creek HWY)
○ Lane	LN
○ Loop	LOOP
○ Parkway	PKY
○ Place	PL
○ Road	RD
○ Street	ST
○ Terrace	TER
○ Trail	TRL
○ Way	WAY

- If there are 2 or more houses on a road, the road is required to be named, even if private.
- If the road is a private road or is un-platted, there must be a resolution or formal documentation naming the road. This resolution will not change the designation but will name the street based on the existing easement.
- If the road is in excess of 1000', it will need to be named, regardless of the number of houses.
- In the case of ranches, the road will be named to reflect the name of the ranch.
- Private roads will be required to follow accepted street naming standards.
- All named roads must be posted, based on entity standards, at the nearest access intersection for Public Safety purposes.

- **Cul-de-sacs:**

- 3 categories for Cul-de-sacs:

- Based on number of address points, if a maximum of 4 address points:

The addresses on the cul-de-sac should be addressed off the originating street, keeping all addresses within the same odd or even designation as the other addresses on that side of the originating street.

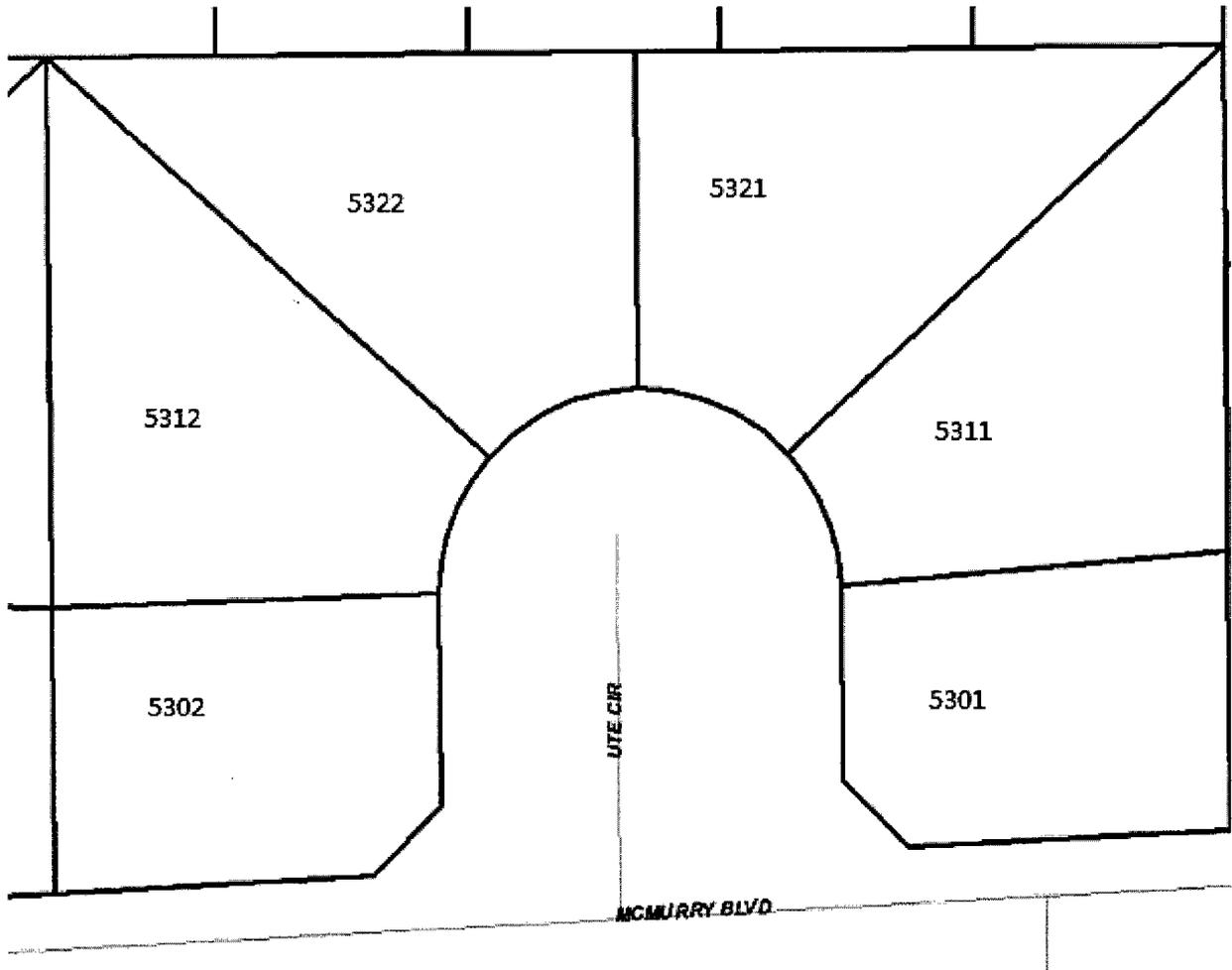
EXAMPLE:



- Based on number of address points, if a minimum of 5 address points:

The addresses on the cul-de-sac shall be addressed off a new street defined specifically for that cul-de-sac.

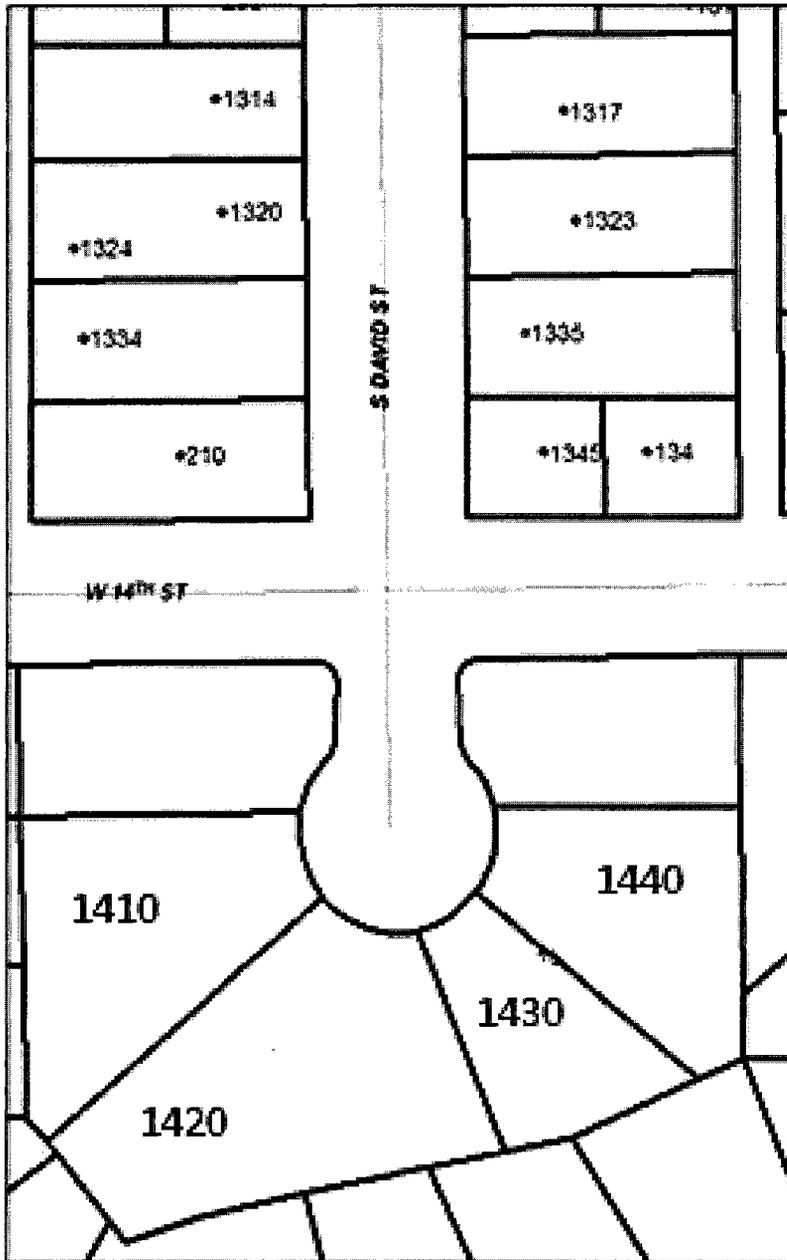
EXAMPLE:



- Based on cul-de-sac being an extension of an originating street:

If the cul-de-sac originates from a street that intersects with another street and terminates at the cul-de-sac, then the cul-de-sac would be addressed off that originating street with the odd or even designations and the address numbers consistent with that street.

EXAMPLE:



VII. GEOGRAPHIC INFORMATION SYSTEM (GIS) REQUIREMENTS

ADDRESSING:

**See Section III - STANDARD ADDRESSING REGULATIONS
And Section IV - ADDRESS ASSIGNMENTS FOR NON-RESIDENTIAL COMPLEXES,
MULTI-FAMILY RESIDENTIAL AND MANUFACTURED HOME
PARKS.**

- While always using the Address Grid Address as the final determination, ranges are theoretical rather than actual in order to limit maintenance in the GIS system.
 - For example, the range shall incorporate the entire 200 block (200 through 299) rather than just 200 through 270 if those are the only existing address points at that time)
- Address ranges should fit between established street segment numbering. There shall be no overlapping of address ranges between segments.
- Address ranges shall fit into corresponding street segment ranges.
- Within the GIS software, Street ID will be based on the number ranges set up to differentiate between each Regional entity.
- Maintain the GIS software requirements to hyperlink site plans or developer diagrams to the subdivision or building.
- Enter information as required into the GIS attribute table sub-address field:
 - For apartment buildings, each building has its own address.
 - The sub-address field would need the following information:
 - ❖ The type of building or apartment (Condominium, Multi-Family etc.)
 - ❖ The unit or apartment number
 - ❖ The apartment or complex name (Sunshine 2 Apartments, Foxhill Apartments)
 - For industrial or multi-building complexes, the main building is addressed off the street.
 - The sub-address field would need the following information:
 - ❖ The building numbering (Building 1, 2, 3, Building A, B, C)
 - ❖ The building function (warehouse, main office, break room, shop, etc.)

- For commercial (shopping centers, business centers) The building has one address.
 - The sub-address field would need the unit or suite number.
- For Industrial/Multi-Building:
 - The sub-address field would need the following information:
 - ❖ Buildings labeled as A, B, C.
 - ❖ Under sub-category would be defined specifics:
 - Warehouse, main office, break room, shop, etc.

STREETS:

**See Section V - STREET NAMING GUIDELINES
And Section VI - CONFIGURATION FOR STREET NAMING**

- Segment range “T0” and “FROM” numbers go from lowest to highest based on address points.
 [Left From] and [Left To]: 6001 – 6300
- In GIS, street segment ranges shall not overlap.

For Public Safety purposes, all address points must match the segment on which the address point is located. If street segment ranges contain duplicate segment range numbers, the system cannot accurately determine the correct address point.

In order to split a segment, there cannot be the same segment number in multiple segments.

Example:

Segment 1 – Range values for the [Left From] and [Left To] fields: 6261 - 6309

Segment 2 – Range values for the [Left From] and [Left To] fields : 6311 - 6499

Segment 3 – Range values for the [Left From] and [Left To] fields : 1301 – 6379

Overlap: Segment 3 incorporates both Segment 1 and part of Segment 2

- Street segment numbering should contain no gaps between segments.

EXAMPLE:

Segment 1 – Range values for the [Left From] and [Left To]: 6261 - **6309**

Segment 2 – Range values for the [Left From] and [Left To]: **6311** - 6499

- Each street segment meeting at an intersection shall end at the intersection point or vertices. This intersection point is not tied to a street segment range or address point.
- Street names shall conform to the street type designations (Street Suffix abbreviations) as shown below:

○ Avenue	AVE
○ Boulevard	BLVD
○ Circle	CIR
○ Court	CT
○ Drive	DR
○ Hill	HILL
○ Highway	HWY (Salt Creek HWY)
○ Lane	LN
○ Loop	LOOP
○ Parkway	PKY
○ Place	PL
○ Road	RD
○ Street	ST
○ Terrace	TER
○ Trail	TRL
○ Way	WAY

- Maintain GIS requirements for naming highways:

EXAMPLES:

State Highway 20-26
 US Highway 87
 US Highway 20-26 ByPass
 US Interstate I-25

- Maintain GIS and Public Safety requirements to note one way designations and directions.

- Maintain GIS and Public Safety requirements that street segment “From” and “To” categories must match address ranges and direction.
- Maintain GIS and Public Safety requirements regarding: Off Ramps – Each off ramp is a segment.
- There must be a start point (as the ramp merges off the highway) and an end point as it enters the street.
- Off ramps must be designated as one way only – with accurate directions.
- Maintain GIS and Public Safety requirements regarding: On Ramps – Each on ramp is a segment.
- There must be a start point and an end point (as the ramp merges into the highway).
- On ramps must be designated as one way only – with accurate directions.
- Maintain GIS and Public Safety requirements regarding: Overpasses do not stop or start at an intersection.
- Maintain GIS and Public Safety requirements regarding: Each overpass is a single segment – it must be obvious that there will be no turns allowed off the overpass.
- Maintain GIS and Public Safety requirements regarding: The road underneath the overpass should be one single segment.
- Within the GIS software, Street ID will be based on the number ranges set up to differentiate between each Regional entity.
- Required GIS fields need to be maintained for Public Safety requirements:
 - One way designation
 - Street sides
 - Public Safety zones (Police, Fire, EMS)

APPENDIX A – CONTACT LIST FOR NOTIFICATION ON ADDRESS CHANGES

NATRONA COUNTY:

Planning (307-235-9435)

Trish Chavez, tchavis@natronacounty-wy.gov

Assessor (307-235-9444)

Connie Smith, csmith@natronacounty-wy.gov

Tammy Saulsbury, tsaulsbury@natronacounty-wy.gov

Voter Registration (307-235-9217)

Chris Lindsey, clindsey@natronacounty-wy.gov

CITY OF CASPER:

Public Safety Communications Dispatch (307-235-8278)

pddispatch@cityofcasperwy.com

Finance (307-235-8486)

Marlene Atkins, matkins@cityofcasperwy.com, notify on vacant lot changes only

Water Distribution Garage (307-235-8333)

Darren Mizokami, dmizokami@cityofcasperwy.com

Public Services (307-235-8298)

Debby Estes, destes@cityofcasperwy.com, notify on vacant lot changes only

Community Development (307-235-8241)

Craig Collins, ccollins@cityofcasperwy.com

Constance Lake, clake@cityofcasperwy.com

Shelley LeClere, sleclere@cityofcasperwy.com, notify on vacant lot changes only

Information Technology (307-235-8422)

helpdesk@cityofcasperwy.com

TOWN OF MILLS:

Fire Department (307-262-3824)

Dan Beall, dbeall@millswy.com

Police Department (307-266-4796)

Brian Preciado, bpreciado@millspd.org

Code Enforcement (307-234-6679)

Scott Miller, smiller@millswy.com

Planning/Addressing (307-234-6679)

Kevin O'Hearn, kohearn@millswy.com

GIS/Addressing (307-266-2524)
Scott Radden, sradden@wlcwyo.com

TOWN OF EVANSVILLE:

Town Clerk (307-234-6530)
Janelle Underwood, townclerk@evansvillewy.com

GIS/Planning/Addressing (307-266-2524)
Scott Radden, sradden@wlcwyo.com

TOWN OF BAR NUNN:

Mayor and Town Clerk (307-237-7269)
townofbarnunn@townofbarnunn.com

Wardwell Water District (307-265-2552)
wardwell@wyoming.com

NATRONA COUNTY SCHOOL DISTRICT:

Infinity School Campus
Mary Holt, mary_holt@natronaschools.org

U.S. POST OFFICE:

Jodi Lovell, jodi.m.lovell@usps.gov
Daniel Kunkel, daniel.l.kunkel@usps.gov
Karen Murr, karen.l.murr@usps.gov

ROCKY MOUNTAIN POWER:

Leslie Blyth, Leslie.blythe@pacificorp.com
Kathi Watt, Kathi.Watt@pacificorp.com

CENTURY LINK:

Connie Hoskins, connie.hoskins@centurylink.com
Mary Johnson, mary.johnson@charter.com

QWEST:

Lindsey Coffman, lindseyc@qwestoffice.net

SOURCE GAS:

customerservice@sourcegas.com

FIRST AMERICAN TITLE:

Treva Cummings, trcummings@firstam.com

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR STREET NAMING AND ADDRESS ASSIGNMENT STANDARD OPERATING PROCEDURES FOR THE NATRONA REGIONAL GEOSPATIAL COOPERATIVE.

WHEREAS, Natrona County, the City of Casper, the Town of Mills, the Town of Evansville, and the Town of Bar Nunn; comprise the Natrona Regional Geospatial Cooperative; and,

WHEREAS, the Natrona Regional Geospatial Cooperative was created in 2012 to maintain shared data and resources between all members and to create standard operating procedures that will enable the cooperative to provide services for all members at the same level; and,

WHEREAS, it is in the best interest of the members of the Natrona Regional Geospatial Cooperative to establish a cohesive addressing strategy to balance the needs of all members and enable rapid and efficient emergency response; and,

WHEREAS, the *Street Naming and Address Assignment Standard Operating Procedures* has been developed, by a sub-committee of the Natrona Regional Geospatial Cooperative, as the guidance document for said strategy; and,

WHEREAS, the members of the Natrona Regional Geospatial Cooperative desire to enter into a Memorandum of Understanding establishing the *Street Naming and Address Assignment Standard Operating Procedures* as the addressing strategy to be utilized within the cooperative;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor of the City of Casper is hereby authorized to execute, and the City Clerk attest, the Memorandum of Understanding with Natrona County, the Town of Mills, the Town of Evansville, and the Town of Bar Nunn establishing a cohesive addressing strategy for the regional cooperative.

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

APPROVED AS TO FORM:

Walter J. ...

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Mayor

January 29, 2014

MEMO TO: John Patterson, City Manager

FROM: Liz Becher, Community Development Director
Andrew Nelson, MPO Supervisor

SUBJECT: Adoption of *Appendix 1* of the *Procurement, Financial, and Other Policies Manual* (PFPM) for the City of Casper

Recommendation:

That Council, by resolution, adopts *Appendix 1* of the *Procurement, Financial, and Other Policies Manual* (PFPM) as it relates to procurements using Federal Transit Administration (FTA) dollars.

Summary:

In August 2013, the FTA commissioned a Procurement Systems Review (PSR) of City Fund 18 Casper Area Transit Coalition (CATC). The goal of this review was to determine City compliance to Federal regulations and circulars regarding the expenditure of monies granted by FTA. The review resulted in 16 findings ranging from not having “Written Standards of Conduct” to making arbitrary procurement decisions without documented business reasons.

After Andrew Nelson was hired as the Metropolitan Planning Organization (MPO) Supervisor, we convened a Procurement Review Team consisting of representatives from Community Development, Finance, and CATC. On a quarterly basis, this group will study procurements made by the City and CATC using grant money from Fund 18 to ensure compliance in the future. Additionally, Mr. Nelson has also written “Appendix 1” to the PFPM which addresses each of the 16 open findings resulting from the PSR. With Council’s adoption of this new component to our PFPM, City staff will be prompted to turn to *Appendix 1* if the funds used in the procurement originate from FTA. Otherwise, staff will use existing City policies to complete the procurement.

Occasionally, requirements from the FTA are more stringent than the City’s own policies. The MPO and the Procurement Review Team attempted to mingle City policy and FTA regulation whenever possible; however, proposed *Appendix 1* does have a considerable amount of new material that does not exist in City policy. As a result, we presented this material to Council at their January 28th work session. A general FTA audit, called a Triennial Review, is scheduled for 2014 or early 2015 which will again review procurement as well as several other categories of City compliance. It is imperative for the City to take steps to remain in compliance in order to keep receiving these grants.

A resolution has been prepared for Council’s consideration.

Appendix 1: Federal Transit Administration (Fund 18/CATC) Procurement Policies and Procedures

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Introduction

The City of Casper has major responsibilities which include the contract management of a public transportation system and the planning of transit-related projects. The City, via its transit vendor, awards most contracts and is responsible for establishing procedures to avoid the purchase of unnecessary property and services, ensure the proper use of funds, and comply with appropriate guidelines for procuring goods and services. City staff and the City's transit vendor must be aware of additional requirements regarding the use of federal funds. This section of the PFPM will describe in detail the procurement policies of the Federal Transit Administration (FTA) and how the City has implemented them into standard procedure.

The FTA requires system wide procurement practices for all recipients. The City of Casper will adhere to these procurement policies for FTA-funded contracts to third party vendors pursuant to FTA C 4220.1F. It is imperative that staff stay abreast of changes in these regulations through communication with FTA regional headquarters, regular procurement trainings, and attention to periodic updates in the Circular.

Whenever possible, the City and its transit vendor will use *Procurement Pro* to ensure FTA requirements are met. Additionally, the Procurement Review Team will evaluate procurements on a quarterly basis to ensure compliance.

The Community Development Director may delegate responsibility of procurement oversight to the MPO. The MPO Manager is responsible for providing procurement advice on all matters relating to procurement as well as those procurement actions necessary to ensure that the award of contracts is carried out in a manner consistent with the policies and procedures in this book.

The purpose of this appendix to the PFPM is to set forth the procurement methods and establish standards for obtaining goods and services, including construction, professional, architectural, and engineering services necessary for the operation of the City's transit service. This policy applies to contracts entered into by the transit vendor after the effective date of this policy unless the parties agree to its application to contracts entered prior to the effective date. This policy will apply to each expenditure of public funds by the transit vendor and the City for public purchasing when federal funds are used. When the procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with any applicable mandatory Federal law and regulations which are not reflected in these procedures.

The procurement procedures are designed to:

1. Instill public confidence in the procurement process of the City of Casper and its transit system.
2. Ensure fair and equitable treatment for all vendors who seek to do business with the City, with particular emphasis on Disadvantaged Business Enterprises (DBE).
3. Maximize the purchasing value of public funds in procurement.
4. Ensure maximum open and free competition in the expenditure of public funds.
5. Provide the safeguards to maintain a procurement system of equality and integrity.

Element 1. Written Standards of Conduct

When FTA funds are used in a project, it is the policy of the City of Casper that:

(a) "no employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those previously listed has a financial or other interest in the firm selected for award."

(b) “The recipient’s officers, employees, agents, or board members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. The recipient may set minimum rules when the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.”

(c) “To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary action for violation of such standards by the recipient’s officers, employees, agents, board members, or by contractors or subrecipients or their agents.” [FTA C 4220.1F, III, 1.a, b, c.]

Element 2. Disadvantaged Business Enterprise

In accordance with Federal Regulation 49 CFR Parts 23 and 26, participation by Disadvantaged Business Enterprises in projects funded by federal grant recipients are required to take necessary and reasonable steps using race-neutral measures to ensure that DBEs are afforded the maximum opportunity to participate in the performance of contracts financed by federal funds.

For the purpose of this program, a certified DBE is a business firm certified by the State of Wyoming’s Department of Transportation, indicating that it: (a) meets the criteria outlined in 49 CFR Part 23 and 26 regarding certification and (b) possesses the required resources and expertise to perform designated types of work.

The City requires that its transit vendor submit semi-annual DBE activity reports on or before March 15th and November 15th describing procurement activities and DBE participation.

Element 3. Contract Administration System

The City contracts its transit operations to a third party vendor. In this situation, the vendor takes primary responsibility for ensuring compliance with FTA regulations regarding procurement while the City provides oversight and approval.

As the prime contractor for the City, the transit vendor will conduct the vast majority of purchases related to transit expenses. Vendor selection and products purchased are to meet the basic policies and standard practices of the City of Casper, FTA regulations, and relevant state law.

Personnel who purchase products are to seek to obtain and purchase all goods at the lowest possible total-end use cost, considering the guidelines of prices, services, quality, delivery, and in accordance with sound governmental purchasing practices.

Procurement Roles

The Executive Director of the transit vendor (or equivalent) shall be the person designated as the point of contact for all procurements conducted through the transit vendor. The Community Development Director for the City of Casper (or his/her designee in the MPO) shall be the point of contact for oversight.

Division of Responsibility

The transit vendor is responsible for preparing procurements at the micro-purchase and small purchase levels. If these projects are anticipated to be greater than \$20,000, the vendor must consult the City about the project before continuing with the procurement. City regulations require any purchases over \$20,000 to be sent out to bid. When projects require a bid, the transit vendor must conduct the bid through the City with consultations by the Procurement Review Team.

The City policy for micro-purchases (less than \$1,000) requires approval from the Department Head or Division Manager. It is therefore expected that an equivalent manager within the vendor's organization approve similar purchases. If the procurement is between \$1,000 and \$19,999, the vendor must obtain the same approval as mentioned above as well as three price quotes. Concurrently, to ensure compliance with FTA, if the procurement is under \$3,000, the vendor must follow direction under Element 7-13 of this appendix. If the procurement is over \$3,000, the vendor must follow direction under Element 7-14 of this appendix.

The transit vendor is responsible for the maintenance of non-bid procurement files. This could include:

1. Procurement checklist
2. Product specifications
3. Quotes received
4. Evaluation process
5. Explanation of the basis for the selection of the contractor
6. Fair and reasonable documentation
7. Executed contract, notice of award, or purchase order
8. Modifications and change orders
9. Documentation relating to all close out activity
10. Other documentation needed to comply with established policies

The procurement checklist (Form A) will include a list of all applicable FTA contract clauses that may pertain to procurements with the City. The transit vendor will make these documents available to the City at the City's request.

If the procurement exceeds the City's small purchase guideline and must be bid, the transit vendor must recommend this action to the City by memo. As part of its mission, the Procurement Review Team will ensure that the appropriate federal clauses are included with each contract.. When the procurement involves a bid process, RFP, or similar procedure, the City is responsible for maintaining the procurement file. Project management will be coordinated through the MPO and may be completed by other City staff (such as Engineering) as necessary. In addition to documents listed above, bid procurements may also include:

1. Scope of work
2. Pre-bid/award activity and proof of advertisement
3. Bids/proposals received
4. Bid analysis and scoring documents
5. Pre-bid correspondence
6. Any bonding/insurance documentation
7. Executed contract
8. Notice to proceed
9. Cardinal changes
10. Other documentation needed to comply with established policies

Generally the statement of work outlines the specific tasks, milestones and review procedures of the individual project. It is expected that these details will change based upon the project. Copies of all correspondence and notes of all conversations of any magnitude shall be retained and kept in the procurement file during all of the contract activity. The MPO has a continuing responsibility to monitor the contractor's work progress (monitoring requirements will vary with each contract) until it is completed and the service is accepted by the City.

Procurement Review

To ensure vendor compliance with FTA regulations, the Procurement Review Team will conduct semiannual reviews of vendor procurements at two of its quarterly meetings.

Essential characteristics of this review will include:

1. Selection/review of three random micro-purchases
2. Selection/review of two random small purchases
3. Selection/review of one procurement through IFB, RFP, or similar (if any)
4. Discussion/review of the DBE program, the semiannual DBE report, and upcoming possibilities for DBE procurements

During this review, the Procurement Review Team will reference FTA C 4220.1f and PFPM FTA appendix to ensure compliance with (1) City policy and (2) FTA regulation. If deficiencies are found, the review team will include a finding with the procurement file, including corrective action for future procurements. If discrepancies are found between the policies of the City and FTA as found in this appendix, the Procurement Review Team will reconcile those differences and integrate the policy into this document, pending approval from the Casper City Council.

Additionally, because the transit vendor is the primary source of procurements, the City strongly encourages transit vendor staff to attend FTA procurement-specific training, particularly the following courses from the National Transit Institute:

1. Bus Procurement Workshop
2. Disadvantaged Business Enterprise
3. Procurement for Small and Medium Transit Systems
4. Orientation to Transit Procurement I
5. Risk Assessment and Basic Cost or Price Analysis
6. RFPs and Competitive Contract Negotiations
7. Contract Administration

The City will verify if transit vendor staff has attended this or any similar training in the previous six months during its semiannual review.

Element 4. Written Protest Procedures

The City's *Purchasing, Financial, and Other Policies Manual (PFPM)* maintains a section for "Procedures for Bid Protest." In addition to these criteria, the City will ensure the following if an FTA-funded protest occurs:

1. The City will notify FTA Region 8 of the existence of a protest and regularly update Region 8 on the status of the protest as a courtesy.
2. The protest will proceed through the City's established protest procedure (currently located on page 17 of the PFPM). This includes an exhaustive review by the City Manager or his/her designee, the postponing of the award until a decision is reached, and written notification from the City Manager regarding the decision.
3. In the written decision, the City Manager will direct the protestor to an appeals process through to the City Council.
4. The City Council will consider an appeal according to procedure in the PFPM. If the City Council denies the appeal, the City Manager will notify the protestor that he/she may file an appeal with FTA Region 8. The City will then update FTA regarding the potential appeal.

5. According to Sections 10 and 11 of the PFFM's "Procedures for Bid Protest", "The City shall not award a contract for five (5) working days following the decision on a bid protest in cases where the project or equipment is proposed to be funded with Federal dollars. This is to allow qualified individuals to file a protest with the appropriate Federal agency...If the Council decides that the appeal should be denied and no protest is filed with another agency within five days following their decision, the bid award will continue according to normal procedures."

Element 5. Prequalification System

The City does not maintain a prequalification system for FTA projects per FTA recommendation in *Chapter 2: Required Procurement Elements and Suggested Best Practices* located at http://www.fta.dot.gov/grants/12900_1243.html [accessed 26 December 2013].

Element 6. System for Ensuring Most Efficient and Economic Purchase.

The City will support the following system to ensure efficient and economic purchases:

1. *Necessity (4220.1F IV-1 b)*. In order to ensure purchase necessity, particularly for vehicles, the City requires its public transit vendor to create an Annual Operations Report due January 15 of each contract year. This report will include (but is not limited to):
 - a. Description of operations
 - b. Inventory of fleet, including fleet size, type, year of manufacture, condition, service history during the previous year, and the anticipated year each vehicle will be retired
 - c. Inventory of all capital items owned by the City
 - d. Recommendations to improve service and operations efficiency
 - e. Summary of specific actions taken by the Contractor to implement projects that were planned in the contract year
 - f. Three-year operations, financial, and capital plan
 - i. Description of operational goals, objectives, and performance measures, and proposed preventive maintenance planning and scheduling
 - ii. Projected income by each source for a three-year period
 - iii. Capital needs and written justification for the same, including specifics on each proposed capital purchase, intended use, estimated cost, year of purchase, expected life span, and method of finance
2. *Size (4220.1F IV-1 c)*. The City will pursue joint procurements with other transit coalition member jurisdictions whenever possible for fleet vehicles.
3. *Lease versus Purchase (4220.1F IV-1 e)*. The Procurement Review Team will prepare a "lease versus purchase" analysis for each vehicle procurement, including joint procurements. However, it is the general policy of the City to pursue full ownership rather than a lease.

Element 7. Procurement Policies and Procedures.

This section addresses FTA-specific policies that the City must take into consideration before entering into any procurement process.

1. **Award only to a responsible bidder or offeror**
Reference: FTA C 4220.1F VI-8b

The City will give consideration to contractor integrity, debarment and suspension, licensing, record of past performance, and financial and technical resources. The City will measure these items on a checklist during the procurement process.

2. Procurement history

Reference: FTA C 4220.1F III-3d(1)

The City will maintain a record of (1) the rationale for the method of procurement, (2) selection of contract type, (3) reasons for contractor selection or rejection, and (4) the basis for the contract price. This history will be included in the procurement file.

3. Requirement that "Time and Materials Type Contracts" may only be used in specific circumstances.

Reference: FTA C 4220.1F VI-2.(2)(b)

The City will only allow "Time and Materials" type contracts (1) after a determination that no other type of contract is suitable and (2) if the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

4. Contract term limitations for rolling stock.

Reference: FTA C 4220.1F IV-2.e(10)

The City will not enter into a multi-year contract longer than five (5) years to buy rolling stock or replacement parts without prior written FTA approval when FTA funds are used.

5. Tag-ons.

Reference: FTA C 4220.1F V-7.b(2)

The City prohibits the use of cardinal changes (tag-ons). This applies to the original buyer as well as to others. Tag-on is defined as the addition of work, supplies, equipment, or services that is beyond the scope of the original contract and is subject to a non-competitive procurement process. Changes in quantity do not necessarily constitute tag-ons. See FTA C 4220.1F V-7.b2 (a-c) for further guidance.

6. Full and open competition.

Reference: FTA C 4220.1F VI-1(a)

The City will ensure that all procurement transactions will be conducted in a manner providing full and open competition. Unsolicited proposals must be a proprietary concept that is essential to contract performance. The City will not maintain a prequalified list.

7. Prohibition of unreasonable requirements.

Reference: FTA C 4220.1F VI-2.a(4)

The City prohibits unreasonable requirements from being placed on firms in order for them to qualify to do business. Types of unreasonable requirements include:

- a. Excessive qualifications
- b. Unnecessary experience
- c. Retainer contracts

- d. Excessive bonding. It should be noted that the circular referenced above notes that “FTA will not challenge State or local bonding requirements as unreasonably restrictive of competition, even though they might exceed Federal requirements.”

8. Defining Organizational Conflicts of Interest and means for eliminating or mitigating such conflicts.

Reference: FTA C 4220.1F VI-2.a(4)h

The City will identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible. Conflicts of interest, as defined in this section, include:

- a. Lack of impartiality or impaired objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
- b. Unequal access to information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c. Biased ground rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

9. Prohibition of arbitrary action in the procurement process.

Reference: FTA C 4220.1F VI-2.a(4)j

The City will not allow any arbitrary action during the procurement process. Examples of arbitrary action include not following the procurement process or documentation showing one vendor should receive the award but another vendor is awarded the business.

10. Guidance on contractor selection procedures.

Reference: FTA C 4220.1F III-3a

The City must state its reasons for contractor selection or rejection through a written responsibility determination for the successful contractor. Selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award. The City must consider matters such as integrity, compliance, past performance, financial resources, and technical expertise.

11. Contract specifications or statements of work

Reference: FTA C 4220.1F VI-2e; VI-3c(1)(a)

City solicitations and contracts must identify all Federal requirements that a bidder must fulfill before and during contract performance. Each solicitation should provide complete, adequate, precise, and realistic specification. For construction projects, the City Engineer’s office should review the solicitation before release.

12. Requirements for using “Brand name or equal” purchase descriptions.

Reference: FTA C 4220.1f VI-2.a.(3)

The City will ensure that brand name solicitations will only be used when it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired.

- a. Brand Name Only. Specifying only a brand name product without allowing offers of “an equal” product, or allowing “an equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- b. In-state or local geographic restrictions, except for contractor licensing, architectural, and engineering services, unless Federal statutes expressly mandate or encourage geographic preference.
- c. Retainage. The City will make sure that specs and vendor responses will be retained for three years to ensure a brand name restriction has not occurred.
- d. The independent cost estimate (or “ICE,” Form C) will carry a specific line item to review potential brand name restrictions.

13. Requirements for micro purchases (under \$3,000)

Reference: FTA C 4220.1f VI-3.a

Foremost, the City recognizes that “FTA does not intend to imply that the recipient must treat any purchase under \$3,000 as a micro-purchase” (4220.1f VI-3.a.1) and “FTA does not require the recipient to provide its rationale for the procurement method used, selection of contract type, or reasons for contractor selection or rejection” (4220.1f VI-3.a.2c). With these stipulations in mind, the City will engage in the following process for micro-purchases:

- a. The City will ensure that micro-purchases are distributed among qualified suppliers.
- b. The City will not divide or reduce the size of its procurement merely to come within the limit.
- c. City personnel or transit staff will complete the “Fair and Reasonable Price Determination Form.” (Form B)

14. Requirements for small purchase procurements (between \$3,000 and \$100,000)

Reference: FTA C 4220.1f VI-3.b

The City will ensure the following when purchasing services, supplies, or property valued between \$3,000 and \$100,000 to ensure that the price is fair and reasonable:

- a. If the purchase is between \$3,000 and \$20,000, personnel will obtain at least three quotes from qualified sources.
- b. Per City policy, if the purchase is over \$20,000, it must be bid.
- c. Personnel will not divide or reduce the size of its procurement merely to come within the limit.
- d. Personnel will complete the specifications, an independent cost estimate (or “ICE”, Form C), and at least three quotes or the winning bid, and keep a written record of procurement history in each file.

15. Requirements applicable to sealed bid method of procurement

Reference: FTA C 4220.1f VI-3.c

In addition to procedures already within the PFFM, the City will ensure the following during sealed bid procurements:

- a. All notices must provide sufficient time to provide bids prior to bid opening, which is dependent on the scope and complexity of the project.
- b. Contracts will be awarded to the lowest responsive and responsible bidder.
- c. Any or all bids may be rejected if there is a sound, documented business reason.

16. Requirements for competitive proposal procurements

Reference: FTA C 4220.1f VI-3.d

- a. Requests for proposals must be publicized.
- b. There must be at least three proposals from qualified sources. If there are fewer than three proposals, the City should refer to State law to verify that it can proceed with the contract. In the event that State law allows a contract when fewer than three bids are received, the City must provide a sound, documented reason why the proposal was not reissued.
- c. The request must include all evaluation factors and their relative importance in the solicitation; however, the City will not include percentage ratings or weights in the document.
- d. The Procurement Review Team will establish a decision matrix based on project criteria and appropriate weights for each proposal.
- e. The contract shall be awarded to the firm whose price and other factors under consideration. Because each project is different, "other factors" will be determined at the time the request is written but may include (but are not limited to): quality, past experience, references, management team, expertise, etc.
- f. The City will not use "best value" criteria in selecting a proposal. However, the City will continue to responsibility and responsiveness during the selection process.

17. Guidance on the Brooks Act (Procurement for Architectural and Engineering Services)

Reference: FTA C 4220.1f VI-3f.3

When using FTA funds, the City will use a qualifications-based procurement when contracting for A&E services. This also extends to program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and related services. The City will:

- a. Evaluate qualifications excluding price as a factor.
- b. Negotiate only with the most qualified offeror.
- c. Failing agreement on price, negotiate only with the most qualified offeror.

18. Guidance for procurement of Design-Bid-Build services

Reference: FTA C 4220.1f VI-3.g

When using the design-bid-build procurement method, the City will use a qualifications-based procurement for design and a competitive bid for construction.

19. Guidance for procurement of Design-Build services

Reference: FTA C 4220.1f VI-3.h

According to VI-3.h(1), the FTA expects the recipient to use the procurement method appropriate for the services having the greatest cost, even though other necessary services would not typically be procured by that method. First, the City must separate the various contract activities to be undertaken and classify them as design or construction, and then calculate the estimated total value of each. If, after segmenting all activities, design projects account for the greatest cost, the City will use a qualifications-based procurement for the entirety of the contract as discussed in

number 17 in this document. On the other hand, if construction projects account for the greater cost, the City will use a competitive bid process.

20. Provisions for sole source procurements

Reference: FTA C4220.If VI-3.i

The City will only use sole source procurements on FTA funded projects when:

- a. It is infeasible to use small purchase, sealed bid, or competitive procedures, **and**
- b. The product or service is only available from one source. This could be due to having a unique or innovative concept not available from another source or patent restrictions.
- c. A public emergency will prohibit the delay of competitive solicitations.
- d. FTA authorizes the sole source purchase.
- e. Competition is deemed inadequate after solicitation from several sources and/or procurement methods as authorized by FTA.

If the City determines the need to contract through a sole source, staff will justify the decision according to the standards of FTA C 4220.If Chapter 6 subparagraph 3.i(1)(b). This justification should also include a cost analysis.

21. Procedures for procurements through the exercising of options.

Reference: FTA C 4220.If V-7.a; VI-7.b

If the City intends to exercise options after the contract is awarded, those option quantities must be evaluated during the procurement process. When exercising options, the City must ensure that the option is in accordance with the scope of the contract and that the price is better than prices available in the open market or is more advantageous at the time the option is exercised.

The City reserves the right to not evaluate bids for options if it is not in the best interest of the City, but understands it cannot exercise those options if they are not evaluated prior to contract award.

22. Requirement for performing a cost or price analysis above the micro-purchase threshold.

Reference: FTA C 4220.If VI-6

The City will perform a cost analysis or a price analysis for any procurement above the micro-purchase threshold. City and transit vendor staff should attend training on price or cost analysis at least once every three years. The Procurement Review Team will review these analyses during its quarterly meeting.

23. Provision to conduct independent cost estimates before receiving bids or proposals.

Reference: FTA C 4220.If VI-6

The City will perform an independent cost estimate (ICE, Form C) before receiving bids or proposals. A copy of this estimate will be included in the project file.

24. Provision to perform cost and profit analysis when adequate price competition is lacking.

Reference: FTA C 4220.If

The City will perform a cost and profit estimate before receiving bids or proposals. A copy of this analysis will be included in the project file.

25. Provisions to ensure that the City's cost principles for evaluating proposed costs are consistent with Federal cost principles.

Reference: FTA C 4220.1f VI-4

The City uses OMB Circular A-87 as the basis for its evaluation of costs.

26. Prohibition for using cost plus percentage of cost contracts.

Reference: FTA C 4220.1f VI-2c.(2)(a)

The City will not use the "cost plus a percentage of cost" and "cost plus a percentage of construction cost" methods of contracting.

27. Provisions for bonding requirements in connection with construction contracts exceeding \$100,000.

Reference: FTA C 4220.1f IV-2.b.h(1)

The City will ensure that construction contracts above \$100,000 meet the following minimum:

- a. 5% bid guarantee
- b. 100% performance bond, and
- c. 50% payment bond on contracts under \$1 million

28. Procedures describing the appropriate use and prohibition of advance payments.

Reference: FTA C 4220.1f IV-2.b(5)(b).

The City prohibits advance payments using FTA funds unless prior written concurrence is obtained from FTA.

29. Progress payments.

Reference: FTA C 4220.1f IV-2.b(5)(c)

Progress payments may only be made on the basis of costs incurred (or, in the case of construction contracts only, on the basis of percent of completion) and the City must obtain adequate security for which progress payments are made. Adequate security for progress may include taking title, obtaining a letter of credit, or taking equivalent measures to protect the City's interest in the progress payment.

30. Provisions to address liquidated damages.

Reference: FTA C 4220.1f IV-2.b.6(b)

Liquidated damages assessment must be at a specific rate per day for each day of overrun and must be specified in the contract. Any damages recovered must be credited to the project involved unless FTA permits otherwise.

31. Requirement that contracts above \$100,000 contain remedies for breach of contract.

Reference: FTA C 4220.1f IV-2.(c)(6)(b)2.

City contracts exceeding \$100,000 must include administrative, contractual, or legal remedies for violations or breach of contract by the contractor.

32. Requirement that contracts above \$10,000 contain termination provisions.

Reference: FTA C 4220.1f IV-2(c)(6)(b)4

The City will include provisions allowing termination for cause and termination for convenience in contracts exceeding \$10,000.

33. Provisions that address Federal statutory requirements for contracts funded under federal grants.

Reference: FTA C 4220.1f II-3.

The City of Casper will comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements to FTA recipients and their FTA assisted procurements.

34. Revenue Contracts.

Reference: FTA C 4220.1f II-2.b.(4)

A revenue contract is a contract in which the recipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation or creating business opportunities with the use of FTA assisted property. The City will require that these types of contracts can be awarded using competitive selection procedures. The City reserves the right to determine the extent and type of competition to be used.

Form A
Procurement Checklist

Procurement Process Checklist

TO DO BEFORE THE PROCUREMENT PROCESS

- Review procurement process and policies
- Implement procurement process and policies if necessary
- Determine scope of procurement
- Prepare a written Independent Cost Estimate and place in the procurement file – Check off item in Exhibit A
- Identify who needs to be involved
- Plan the procurement process
- Decide on the method of procurement: Informal quotations, RFQ, IFB, or RFP

PROCUREMENT PACKAGE PREPARATION

- Convene Review Committee
- Develop draft RFQ, IFB, or RFP
- Insert required FTA clauses and certifications into the procurement package (See Exhibit A)
- Develop technical specifications and/or Scope of Work
- Identify potential bidders/proposers
- Develop evaluation process and criteria for RFQ and RFP procurements
- Review protest procedures (these should be a part of the procurement package)
- Finalize draft of procurement package (i.e., IFB, RFP, or RFQ)
- Procurement Department review and approval of procurement package – Check off items in Exhibit A

CONDUCTING THE PROCUREMENT

- Finalize RFQ/IFB/RFP Package
- Advertising and Notifying of potential bidders/proposers and place documentation in the procurement file
- Conduct pre-bid or pre-proposal conference (optional)
- Procedures for Review/Acceptance of Approved Equals (if applicable)
- Pre-bid/pre-proposal approved equals protests procedures (if applicable)
- Bid/proposal deadline and acceptance

PRE-AWARD REVIEW AND CONCURRENCE PROCESS

- Conduct bid opening or receive proposals
- Prepare tabulation of bids (place documentation in the procurement file)
- Reconvene review committee for RFPs or RFQs
- Conduct evaluation process for RFPs or RFQs (place documentation in the procurement file)
- Evaluate bids/proposals for required elements/responsiveness (place documentation in the procurement file)
- Conduct cost or price analysis on responsive bids/proposals (place documentation in the procurement file)
- Check federal suspended or debarred contractor list (place documentation in the procurement file)
- Conduct responsibility determination (place documentation in the procurement file)
- Conduct all pre-award activities and place signed certifications in the procurement file
- Procurement Department review and approval – Check off items in Exhibit A
- Review and approval of intent to award
- Notify selected and rejected bidders/proposers
- Handle intent to award protests using the local process

POST – AWARD AND POST-DELIVERY ACTIVITIES

- Issue purchase order or service contract to selected bidder/proposer
- Monitor contractor activities (if applicable)
- Post-delivery inspection of capital equipment purchases (if applicable)

- _____ Complete and execute required post-delivery certification forms (if applicable)
- _____ Acceptance, warranty and service arrangements made with contractor (if applicable)
- _____ Vehicle Title/Registration – Title must show grantee as lien holder (if applicable)
- _____ Contractor submission of required forms and certifications
- _____ Obtain verification of acceptance of the goods or services procured
- _____ Obtain approval for payment of the contractor invoice
- _____ Procurement Department review and approval – Check off items in Exhibit A
- _____ Verify payment to contractor
- _____ Submit ECHO form for reimbursement of federal share

EXHIBIT A

FTA CONTRACT CLAUSES	COMMENTS	MASTER AGREEMENT REFERENCE	"x" – Included "na" – Not Applicable
<i>No Federal government obligations to third-parties by use of a disclaimer</i>	<i>All contracts over \$3,000</i>	<i>§2.f</i>	
<i>Program fraud and false or fraudulent statements and related acts</i>	<i>All contracts over \$3,000</i>	<i>§3.f</i>	
<i>Access to Records</i>	<i>All contracts over \$3,000</i>	<i>§15.t</i>	
<i>Federal changes</i>	<i>All contracts over \$3,000</i>	<i>§2.c(1)</i>	
<i>Civil Rights (EEO, Title VI & ADA)</i>	<i>All contracts over \$3,000</i>	<i>§12</i>	
<i>Incorporation of FTA Terms</i>	<i>All contracts over \$3,000</i>	<i>§15.a</i>	
<i>Energy Conservation</i>	<i>All contracts over \$3,000</i>	<i>§26</i>	
<i>Termination provisions</i>	<i>All contracts over \$10,000</i>	<i>§11</i>	
<i>Debarment and Suspension</i>	<i>All contracts over \$25,000</i>	<i>§3.b</i>	
<i>Buy America</i>	<i>When tangible property or construction will be acquired. All contracts over \$100,000</i>	<i>§14.a</i>	
<i>Provisions for resolution of disputes, breaches, or other litigation</i>	<i>All contracts over \$100,000</i>	<i>§56</i>	
<i>Lobbying</i>	<i>All contracts over \$100,000</i>	<i>§3.d</i>	
<i>Clean Air</i>	<i>All contracts over \$100,000</i>	<i>§25.b</i>	

<i>Clean Water</i>	<i>All contracts over \$100,000</i>	<i>§25.c</i>	
<i>Cargo Preference</i>	<i>When acquiring property suitable for shipment by ocean vessel.</i> <i>All contracts over \$100,000</i>	<i>§14.b</i>	
<i>Fly America</i>	<i>When property or persons transported by air between U.S. and foreign destinations, or between foreign locations.</i> <i>All contracts over \$100,000</i>	<i>§14.c</i>	
<i>Davis Bacon Act</i>	<i>Except for contracts less than \$2,000 or third party contracts for supplies, materials, or articles ordinarily available on the open market</i>	<i>§24.a</i>	
<i>Copeland Anti-Kickback Act</i> <i>Section 1</i> <i>Section 2</i>	<i>All Construction Contracts over \$2,000</i>	<i>§24.a</i>	
<i>Contract Work Hours & Safety Standards Act</i>	<i>All Construction Contracts over \$100,000</i>	<i>§24.a</i>	

Bonding for construction activities exceeding \$100,000	<p>5% bid guarantee;</p> <p>100% performance bond; and</p> <p>Payment bond equal to:</p> <ul style="list-style-type: none"> • 50% for contracts < \$1 M • 40% for contracts > \$1 M, but < \$5 M • \$2.5 M for contracts > \$5 M 	§15.o(1)	
Seismic Safety	All Contracts for construction of new buildings or additions to existing buildings	§23.e	
Nonconstruction Employee Protection (Contract Work Hours and Safety Standards Act)	Applicable to all turnkey, rolling stock and operational contracts (excluding contracts for transportation services) over \$100,000	§24.b	
Transit Employee Protective Arrangements	Applies to Section 5307, 5309, 5311 and 5316 funded operations contracts.	§24.d	
Charter Service Operations	All operations contracts	§28	
School Bus Operations	All operations contracts	§29	
Drug and Alcohol Testing	Safety sensitive functions. Applies to Sections 5307, 5309 and 5311 operations contracts.	§32.b	

<i>Patent Rights</i>	<i>R&D contracts</i>	<i>§17</i>	
<i>Rights in Data and Copyrights</i>	<i>R&D contracts</i>	<i>§18</i>	
<i>Disadvantaged Business Enterprises (DBEs)</i>	<i>Contracts awarded on the basis of a bid or proposal offering to use DBEs</i>	<i>§12.d</i>	
<i>Prompt Payment and Return of Retainage</i>	<i>Per 49 CFR Part 26, if grantee meets the threshold for a DBE program</i>	<i>§12.d</i>	
<i>Recycled Products</i>	<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>	<i>§15.k</i>	
<i>ADA Access</i>	<i>Contracts for rolling stock or facilities construction/renovation</i>	<i>§12.g</i>	
<i>Assignability Clause</i>	<i>Piggyback procurements</i>	<i>§15.a</i>	
<i>Special Notification Requirements for States</i>	<i>Applies to contracts awarded by states</i>	<i>§38</i>	

CERTIFICATIONS AND OTHER REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCE	"x" – Included "na" – Not Applicable
<i>Bus Testing Certification and Report</i>	<i>Obtain prior to award Procurements of buses and modified mass produced vans</i>	<i>§15.n(4)</i>	
<i>TVM Certifications</i>	<i>Obtain prior to award Procurements of buses and modified mass produced vans</i>	<i>§12.d(1)</i>	

CERTIFICATIONS AND OTHER REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCE	"x" – Included "na" – Not Applicable
<i>Buy America Certification</i>	Obtain prior to award <i>Procurements of steel, iron or manufactured products over \$100,000</i>	§14.a	
<i>Pre-Award Audit</i>	Obtain prior to award <i>Rolling stock procurements over \$100,000</i>	§15.n(3)	
<i>Pre-Award Buy America Certification</i>	Sign prior to award <i>Rolling stock procurements over \$100,000</i>	§15.n(3)	
<i>Pre-Award Purchaser's Requirement Certification</i>	Sign prior to award <i>Rolling stock procurements</i>	§15.n(3)	
<i>Post-Delivery Audit</i>	Obtain prior to acceptance <i>Rolling stock procurements over \$100,000</i>	§15.n(3)	
<i>Post-Delivery Buy America Certification</i>	Sign prior to acceptance <i>Rolling stock procurements over \$100,000</i>	§15.n(3)	
<i>Post-Delivery Purchaser's Requirement Certification</i>	Sign prior to acceptance <i>Rolling stock procurements</i>	§15.n(3)	
<i>On-Site Inspector's Report</i>	Obtain prior to acceptance <i>Rolling stock procurements for more than 10 vehicles for areas greater than 200,000 in population and 20 for areas less than 200,000 in population</i>	§15.n(3)	

CERTIFICATIONS AND OTHER REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCE	"x" – Included "na" – Not Applicable
<i>Federal Motor Vehicles Safety Standards Pre-Award and Post-Delivery Certification</i>	Obtain prior to award and then sign prior to acceptance <i>Rolling stock procurements</i>	§15.n(3)	
<i>Excluded Parties Listing System search</i>	Perform prior to award <i>Procurements greater than \$25,000</i>	§3.b	
<i>Lobbying Certification</i>	Obtain prior to award <i>Procurements greater than \$100,000</i>	§3.d(1)	
<i>Standard Form LLL and Quarterly Updates (when required)</i>	Obtain prior to award <i>Procurements greater than \$100,000 where contractor engages in lobbying activities</i>	§3.d(1)	

CERTIFICATIONS AND OTHER REQUIREMENTS	COMMENTS	FTA C 4220.1F REFERENCES	"x" – Included "na" – Not Applicable
<i>Contract Administration System</i>	Verify prior to contract award	<i>Ch. III, §3</i>	
<i>Record of Procurement History</i>	Verify prior to payment <i>The file contains a complete procurement history.</i>	<i>Ch. III, §3.d(1)</i>	
<i>Protest Procedures</i>	Verify prior to solicitation	<i>Ch. VII, §1</i>	
<i>Selection Procedures</i>	Verify prior to solicitation <i>The procurement contains a description of contractor selection method.</i>	<i>Ch. III, §3d(1)(c)</i>	
<i>Independent Cost Estimate</i>	Verify prior to solicitation <i>An independent cost estimate is in the procurement file.</i>	<i>Ch. VI, §6</i>	
<i>Cost/Price Analysis</i>	Verify prior to award <i>A cost or price analysis is in the procurement file.</i>	<i>Ch. VI, §6</i>	
<i>Responsibility Determination</i>	Verify prior to award <i>A contractor responsibility determination is in the procurement file.</i>	<i>Ch. VI, §8.b</i>	
<i>Justification for Noncompetitive Awards</i>	Verify prior to award <i>If applicable</i>	<i>Ch VI, §3.i(1)(b)</i>	
<i>No excessive bonding requirements</i>	Verify prior to solicitation <i>If applicable</i>	<i>Ch. VI, §2.h(1)(f)</i>	
<i>No exclusionary specifications</i>	Verify prior to solicitation	<i>Ch. VI, §2.a(4)</i>	
<i>No geographic preferences</i>	Verify prior to solicitation <i>Except for A&E services</i>	<i>Ch. VI, §2.a(4)(g)</i>	

CERTIFICATIONS AND OTHER REQUIREMENTS	COMMENTS	FTA C 4220.1F REFERENCES	"x" – Included "na" – Not Applicable
<i>Evaluation of Options</i>	<i>Verify prior to award If applicable</i>	<i>Ch. VI, §7.b</i>	
<i>Exercise of Options</i>	<i>Verify prior to award If applicable</i>	<i>Ch. V, §7.a</i>	

Form B
Fair and Reasonable Purchase Form

City of Casper

Fair and Reasonable Price Determination Form

Required for Micro-purchases under \$3,000 using FTA Funds

Type of Purchase:	
Reason for Purchase:	
Date of Purchase:	
Total Cost:	

I hereby determine the price to be fair and reasonable based on at least one of the following:
(Check one or more):

- Found reasonable on recent purchase
- Obtained from current price list
- Obtained from current catalog
- Commercial market sales price from advertisements
- Similar in related industry
- Personal knowledge of item procured
- Regulated rate (utility)
- Other

Narrative:

Purchasing Agent

Date

Form C
Independent Cost Estimate (ICE)

City of Casper
Independent Cost Estimate Certification

Required for FTA-funded projects

Project Name		New contract/Procurement	<input type="checkbox"/>
Date:		Expiring contract to be modified	<input type="checkbox"/>
Transit Vendor:		Contract modification	<input type="checkbox"/>
Requestor:		FTA Funds used	<input type="checkbox"/>
Phone:		WYDOT Funds used	<input type="checkbox"/>
Email:		Scope contains brand name or equal clause	<input type="checkbox"/>
Estimator:			
Total estimate:			

Please substantiate the estimate by providing a complete estimate on the attached page.

Requestor: You are required to provide the MPO with a detailed scope of work and estimate for this project. The MPO cannot start the procurement process without the proposed scope and ICE. An *Estimate Form* is provided as an attachment to assist you in completing some of the required information.

Approval signatures: This document should be signed by the Estimator and a representative from the City's Transit Vendor. If the scope of work includes any required equipment or software needed to interface with the City's Information Technology Division, the IT Manager's acknowledgement is required.

Estimator	Date
City Transit Vendor Representative	Date
IT Manager (if necessary)	Date

The scope and ICE are complete and conforms with the City's Procurement, Financial, and Other Policies manual.

MPO Authorized Representative or City member of Procurement Review Team	Date
--	------



MPO ICE Form Rev.1-13-14



City of Casper
Independent Cost Estimate
Required for FTA-funded projects

Contract Type: _____ Date of Estimate: _____

<i>Description of goods/services:</i>	
<i>Method of obtaining the estimate:</i>	Published price list or past pricing <input type="checkbox"/> <i>Date for published price list:</i> _____ Engineering or technical estimate <input type="checkbox"/> Independent Third Party estimate <input type="checkbox"/> Other (describe): _____

Estimator narrative:



MPO ICE Form Rev.1-13-14



Management Action Summary Table
 FTA Procurement Systems Review Findings
 City of Casper, WY

Finding Number	Subject	Action	Location
1.	Written Standards of Conduct	Included an entire element incorporating FTA's standards into the City Policy book.	<i>Procurement, Financial, and Other Policies Manual</i> (PFPM) Appendix 1, page 3
2.	Contract Administration System	Included an entire element describing the City's CAS into the City Policy book.	PFPM Appendix 1, page 4
3.	Written Protest Procedure	Incorporated FTA guidelines and expectations as an element into the City Policy book.	PFPM Appendix 1, page 6
5.	System for Ensuring Most Efficient and Economic Purchase	Clarified City procedures in the policy book by adding an element describing data, reports, justifications, and FTA requirements.	PFPM Appendix 1, page 7
6.	Procurement Policies and Procedures	Incorporated 33 sections into one element of the City's policy book.	PFPM Appendix 1, page 7
7.	Independent Cost Estimate	Designed a standardized form to be used by City and Transit Vendor staff. Incorporated FTA guidelines into the City's policy book.	PFPM Appendix 1, pages 10&12
12.	Arbitrary Action	Included a subsection in the City's policy book defining, prohibiting, and providing an example of arbitrary action.	PFPM Appendix 1, page 9
13.	Brand name restrictions	Included a subsection in the City's policy book addressing the requirements, appropriate use, and retainage of brand name only procurements.	PFPM Appendix 1, page 9
18.	Award to responsible contractor	Included a subsection in the City's policy book requiring awards to go to responsible contractors and the criteria that could be used in that determination.	PFPM Appendix 1, page 7
21.	Fair and Reasonable Price Determination	Created a F&R form. Included a subsection in the City's policy book requiring the trigger and use of the F&R form.	PFPM Appendix 1, page 10
23.	Price quotations	Included a subsection in the	PFPM Appendix 1, page 10

		City's policy book for small purchase guidance which includes a requirement to obtain three quotes.	
24.	Clear, accurate, and complete specification	Included a subsection in the City's policy book require complete specifications. These specifications will be maintained in the written procurement history.	PFPM Appendix 1, page 9
37.	Price and Other Factors (RFP)	Included a subsection in the City's policy book which addresses RFP/RFQ procurements, which includes a discussion of possible "other factors."	PFPM Appendix 1, page 11
41.	Cost or Price Analysis	Included a subsection in the City's policy book that requires a cost or price analysis above the micro-purchase level. Also recommends training on these analyses every three years.	PFPM Appendix 1, page 6&12
42.	Written Record of Procurement History	Included a subsection in the City's policy book that requires City and transit vendor staff to keep a written record. The responsibility for maintaining the record is delineated in the Contract Administration System.	PFPM Appendix 1, page 8
56.	Clauses	Form A includes a list of all relevant FTA clauses as part of a procurement checklist. The Procurement Review Team will review procurements to make sure all applicable clauses are contained in the contract.	PFPM Appendix 1, page 15

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN APPENDIX TO THE CITY'S PROCUREMENT, FINANCIAL, AND OTHER POLICIES MANUAL (PFPM).

WHEREAS, the City of Casper is a recipient of Federal Transit Administration (FTA) grants; and,

WHEREAS, the FTA has specific requirements regarding the procurement of goods, services, and construction contracts; and,

WHEREAS, the City wishes to remain compliant with grant requirements in order to maintain this funding source.

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, that *Appendix 1* is hereby added to the *Procurement, Financial, and Other Policies Manual*, and that this appendix becomes the official policy document for staff when preparing procurement documents using Federal Transit Administration grants.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation:

ATTEST:

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

January 30, 2014

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

FROM: John C. Patterson, City Manager

SUBJECT: Resolution Supporting the Infrastructure Grant Application and Requesting the State Land Investment Board to Reconsider Their Decision and Vote Favorably

Synopsis:

At the January 28, 2014, City Council Work Session, it was requested that a resolution of support be drafted encouraging the State Land Investment Board (SLIB) to reconsider their decision.

Background:

The Amoco Reuse Agreement Joint Powers Board (ARAJPB) submitted a Business Ready Grant request for \$5 million through the Wyoming Business Council (WBC) for infrastructure construction for a 35-acre site in Casper. Though approved by the WBC, this request was denied by the SLIB earlier this month.

Recommendation:

That City Council support the infrastructure grant application and encourage the State Land Investment Board to reconsider their decision and vote favorably.

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE
INFRASTRUCTURE GRANT APPLICATION AND
REQUESTING THE STATE LAND INVESTMENT
BOARD TO RECONSIDER THEIR DECISION AND
VOTE FAVORABLY**

WHEREAS, the Amoco Reuse Agreement Joint Powers Board (ARAJPB) submitted a Business Ready Grant request for five million dollars through the Wyoming Business Council (WBC) for infrastructure construction for a 35-acre site in Casper; and,

WHEREAS, the 35 acres of developable land is part of the former Amoco/BP refinery site and considered to be in downtown Casper; and,

WHEREAS, the refinery site has gone through a remarkable transformation since 1994 thanks to the tenacity and hard-work of many notable Casper citizens and funded by BP Oil; and,

WHEREAS, the five million dollar grant was to construct utility lines, roads, parking lots, and other infrastructure on the publicly leased property to further the development of the old refinery site; and,

WHEREAS, this was a Business Ready Grant request because the infrastructure will support businesses ready to build in Casper; and,

WHEREAS, the WBC voted 9-3 to approve a three million dollar grant and a two million dollar loan for this Business Ready infrastructure project; and,

WHEREAS, the State Land Investment Board (SLIB) did not approve the request at their January meeting; and,

WHEREAS, there were questions and concerns by SLIB about the City of Casper's support for this infrastructure project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council proclaims its support for the infrastructure grant application and the business

development it will facilitate, and asks the State Land Investment Board to reconsider their decision and vote favorably.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

January 16, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase of one new Utility Vehicle

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new Utility Vehicle from Stotz Equipment of Casper, Wyoming, to be used in the Waste Water Treatment Plant Division of the Public Services Department, in the amount of \$6,925.80, before trade in.

Summary:

City purchasing policies requires obtaining quotes for purchases greater than \$2,000 but less than \$20,000. Accordingly quotes were requested for one (1) new Utility Vehicle, from local vendors. On January 3, 2014, quotes were received from Stotz Equipment, Stewart and Stevenson, and Esco Equipment. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Trade-In</u>	<u>Total</u>
(1) John Deere Gator TS	Stotz	\$6,925.80	\$1,750.00	\$5,175.80
(1) Cushman 800X Hauler	Stewart and Stevenson	\$7,490.00	N/A	\$7,490.00
(1) Bobcat 3200	Esco	\$7,891.00	\$2,000.00	\$5,891.00

This purchase replaces a current piece of equipment in accordance with the City's equipment replacement criteria. Funding for this purchase is Waste Water Treatment Plant Division FY 2014 current revenues allocated for capital equipment replacement.

January 23, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Purchase One Vehicle by the State Bid Process

Recommendation:

That Council, by minute action, authorize the purchase of one vehicle by the state bid process from Greiner Motor Company-Casper to be used in the Metro Animal Control Division of the Casper Police Department. The amount of this purchase is to be \$26,331, with options, before trade-in.

Summary:

Over the years the City has purchased specific vehicles by utilizing the state bid process to lower the cost of vehicles purchased. This year we are requesting that we be allowed to purchase one (1) Ford vehicle for a replacement.

<u>Quoted Item</u>	<u>Division</u>	<u>Vendor</u>	<u>Base Cost</u>	<u>Trade-In Value</u>	<u>Total Cost</u>
(1) 2014 Ford F-150 4x4 extended-cab 8' bed pickup	Metro	Greiner	\$26,331	\$5,500	\$20,831

This purchase will replace unit #191929. This vehicle will be funded through the Capital Replacement line item in the Metro Animal Control Division of the Casper Police Department.

January 13, 2014

MEMO TO: John Patterson, City Manager 

FROM: Doug Follick, Leisure Services Director 
Alan Kieper, Special Facilities Manager 
Richard L. Young, Museum Supervisor II

SUBJECT: Historic Preservation Commission

Recommendation:

Acceptance of M. Hilery Lindmier resignation and appointment of Megan M. Eding to fill remainder of term.

Summary:

At the regular monthly meeting of the Casper Historic Preservation Commission, January 13, 2014, Hilary Lindmier submitted her resignation to the Board. Her letter to the Board is attached. Her reasons include personal and distance issues.

During the same Board meeting, Commission members reviewed applications from interested members of the community wishing to serve on the Historic Preservation Commission. By unanimous vote, the Commission is recommending that Megan M. Eding, 5160 Blackmore Road, Apt 305, Casper, WY 82609 be appointed to complete the term vacated by Lindmier.

Ms. Eding has been attending the meeting for the past several months as an interested party and waiting for a vacancy to open in order to apply for appointment.

MEGAN M. EDING

5160 Blackmore Road Apt 305 • Casper, WY 82609 • 616.308.0647 • megan.m.eding@gmail.com

January 13, 2014,

Mayor Paul Meyer:

This letter is to express my interest in the vacant position on the Casper Historic Preservation Commission.

I am extremely interested in a position as it will be an excellent place for me to apply both my educational and professional backgrounds. Since moving to Casper in January 2013 from West Michigan, I have been looking for opportunities to get involved with our community in such a way that I can make a difference through my love of public history and historic preservation. With my diverse educational background in both history and accounting, I bring a unique perspective that I believe can positively shape Casper's physical landscape.

In the past, I worked for the City of Fort Collins Advance Planning Office in which I researched historic structures, completed surveys, and helped write proposals for local landmark designations. My work history also includes stints with Grant-Kohrs Ranch National Historic Site in Deer Lodge, MT, the National Baseball Hall of Fame and Museum in Cooperstown, NY, and the Avenir Museum of Design and Merchandising in Fort Collins, CO.

I have a passion for preserving local historic structures in such a way that not only saves a visible sign of our community's past, but also can greatly influence our economy. Casper's structures have great potential for adaptive reuse and I strongly believe this commission is an integral part in molding the future of this city.

Please feel free to contact me if you have questions about either my educational or professional background. Thank you for your consideration.

Sincerely,


Megan M. Eding

MEGAN M. EDING

5160 Blackmore Road Apt 305 • Casper, WY 82609 • 616.308.0647 • megan.m.eding@gmail.com

EDUCATION

Grand Valley State University • Grand Rapids, MI January 2012 – December 2012
Work towards Master of Science in Accounting GPA: 3.730 • 24 credit hours

Colorado State University • Fort Collins, CO August 2008 – May 2010
Master of Arts in History GPA: 3.925 • 40 credit hours
Emphasis in Public History/Museum Studies

Grand Valley State University • Allendale, MI August 2003 – December 2006
Bachelor of Arts in History with a minor in English GPA: 3.801 • 121 credit hours
Member of Phi Alpha Theta Historical Honor Society

FINANCIAL EXPERIENCE

First Interstate Bank • Casper, WY February 2013 – Present
Credit Analyst, Commercial Loans Department

- Use computer models to generate personal and business financial reports and ratios
- Analyze personal financials, business tax returns, CPA reviewed, compiled, and company prepared statements
- Author multiple loan approval reports at same time in which risks are addressed and mitigated while examining each company's balance sheet and cash flows in detail
- Work on tight deadlines in order to meet loan closing dates

ADMINISTRATIVE AND CUSTOMER SERVICE EXPERIENCE

Grand Valley State University • Grand Rapids, MI January 2012 – December 2012
Graduate Assistant, Seidman Undergraduate Programs Office

- Provided one-on-one academic advising to a diverse range of undergraduate business students
- Coordinated with professional advisors for transfer student orientation and final registration
- Maintained constant contact between faculty, staff, and students for course requirements
- Served as front-line customer service representative for the office by checking in students, answering phones and promptly responding to emails
- Worked on several office projects as assigned by the director
- Assisted in the organization of efficient workflow during busy registration times
- Day-to-day projects include filing, digitizing paper records into office database, evaluating degree audits

Grand Rapids Public Library • Grand Rapids, MI January 2007 – July 2008
Library Clerical Aid, Reference and Adult Services

- Provided reference services to public with heavy emphasis on positive customer service
- Gathered research materials and replied to research inquiries in periodical collections
- Promoted to Marketing and Communications department
- Worked under department manager to design promotional material for library events
- Dealt with outside vendors for publishing and marketing purposes

Grand Valley State University • Allendale, MI April 2006 – January 2007
Student Office Assistant, Facilities Planning

- Worked front desk as contact between contractors and project planners
- Handled phone lines and transferred calls to appropriate persons
- Digitized building plans and records into office database

LEADERSHIP EXPERIENCE

The Buckle • Holland, MI

April 2011 – October 2011

Assistant Manager

- Handled daily cash/credit transactions and reconciled registers at end of each business day
- Strong focus on sales presentations through excellent oral communication based on extensive product knowledge
- Implemented daily work plans through delegation of duties to all employees
- Evaluated employee work performance through daily reviews at beginning and ending of shifts
- Traveled to stores throughout Michigan in need of leadership assistance
- Worked in administrative capacity to hire employees and communicate with district manager

Biggy Coffee • Walker, MI

September 2010 – April 2011

Shift Leader/Barista

- Counted drawers and reconciled cash transactions on each closing shift
- Supervised 2-3 employees per shift and assigned projects while not assisting customers
- Handled deliveries, organized stock, managed employee relations

Colorado State University • Fort Collins, CO

August 2008 – May 2010

Graduate Teaching Assistant, History Department

- Assisted for four semesters in undergraduate history classes
- Lead study sessions, held office hours, worked with students on rough drafts of research papers, graded all assignments and exams, offered academic counsel

OTHER EXPERIENCE

Guest Member

September 2013 – Present

Casper Historic Preservation Commission • Casper, WY

Collections Intern

May 2010 – August 2010

National Baseball Hall of Fame and Museum • Cooperstown, NY

Collections Volunteer

September 2009 – May 2010

Avenir Museum of Design and Merchandising • Fort Collins, CO

Historic Preservation Volunteer

January 2009 – May 2009

City of Fort Collins Advance Planning Office • Fort Collins, CO

Museum Technician Intern

May 2009 – August 2009

Grant-Kohrs Ranch National Historic Site • Deer Lodge, MT

REFERENCES

Brettnee Tromble, *Commercial Loan Officer, Commercial Loans Department*

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