

REGULAR COUNCIL MEETING
Tuesday, October 4, 2016
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. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Keep Your Remarks Pertinent and Non-Repetitive.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions will be Handled by the Appropriate Persons.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

(These Guidelines Are Also Posted at the Podium in the Council Chambers)

2015 CITY COUNCIL GOALS

Downtown - The City of Casper will foster growth and prosperity of the City's core through infrastructure development, creating public spaces and supportive facilities.

Infrastructure - The City of Casper will create the conditions for economic development by expanding and maintaining its physical assets and equipment, including streets, water lines, parking garages, fire stations, buildings and parks.

Recreation - The City of Casper will support, maintain and upgrade its current recreational facilities and programs and develop recreational opportunities that provide citizens and visitors with a variety of affordable activities for all ages that serve to enhance quality of life.

Council Goals Scorecard <i>Actions since 5/5/2015</i>
26
180
63

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE SEPTEMBER 20, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 26, 2016
4. CONSIDERATION OF BILLS AND CLAIMS
5. BRIGHT SPOTS IN OUR COMMUNITY - CASPER HISTORIC PRESERVATION COMMISSION
6. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish October 18, 2016 as the Public Hearing Date for Consideration of:
 - a. Zone Change of **Lots 1-3, Block 3; Lot 1, Block 4; and Lot 1, Block 2; Harmony Hills Addition No. 2, Phase 2**; Located at **1725, 1625, 1575, 1525, and 4911 Yesness Court**, from C-2 (General Business) to R-2 (One Unit Residential).
2. Establish November 1, 2016, as the Public Hearing Date for Consideration of:
 - a. Transfer of Ownership for **Microbrewery License No. 1** for **Wyoming State Brewing Company, LLC, d.b.a. Wyoming State Brewing Company**, Located at 256 South Center Street.
 - b. Issuance of New **Restaurant Liquor License No. 31**, to Himalayan Indian Cuisine, LLC, d.b.a. **Himalayan Indian Cuisine**, Located at 232 East 2nd Street, Suite 100B.
 - c. Issuance of New **Restaurant Liquor License No. 9**, to Shogun Restaurant Management, Inc., d.b.a. **Shogun Restaurant**, Located at 3095 Talon Drive, Suite 400.

7. PUBLIC HEARINGS

A. Consideration of **Sale of City-Owned Property** Generally Located between Ash and Walnut Streets, and south of Midwest Avenue in the Old Yellowstone District, Described as approximately 6.16 acres located within the W1/2 and SE1/4 NW1/4 of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming.

1. Resolution

2015 Goals		
Downtown	Infrastructure	Recreation

- B. Transfer of Ownership of an **Achilles SG-140 Inflatable Boat with Mercury Motor and Trailer and Six (6) Sets of Dive Gear** to the **Natrona County Sheriff's Office**.
 - 1. Resolution
- C. Zone Change of **Lots 5 & 6, Standard Oil Co. Subdivision**, Located at **911 CY Avenue and 1535 South Poplar Street**, from R-2 (One Unit Residential) to C-2 (General Business).
 - 1. Ordinance
- D. Transfer of Ownership for **Retail Liquor License No. 35, from the City of Casper**, d.b.a. Casper Events Center, Located at 1 Events Drive to **Global Spectrum L.P.**, d.b.a. Casper Events Center, Located at 1 Events Drive.
 - 1. Minute Action
- 8. THIRD READING ORDINANCES
 - A. Consent
 - 1. **Vacation and Replat** Lots 3 and 4, and West 37th Street in Mountain Plaza Addition No. 5; and Lot 11 in Mountain Plaza Addition No. 6, to Create the **Wolf Creek Eight Addition**; and **Rezoning** of the Proposed Wolf Creek Eight Addition from PUD (Planned Unit Development), C-2 (General Business), and OB (Office Business) to R-2 (One Unit Residential). Said Property is Located Generally West of Aspen Place and South of Talon Drive.
 - 2. **Vacation and Replat** of Lots K-T, Block 59 of the Eddings Subdivision, to Create **Central Wyoming Rescue Mission Addition**, and **Rezoning** the Area of the Proposed Central Wyoming Rescue Mission Addition Formerly Described as Lots Q, R, S, and T, Block 59 of the Eddings Subdivision, from M-1 (Limited Industrial) to C-3 (Central business), Generally Located at the Northwest Corner of North Park and East A Streets.
- 9. RESOLUTIONS
 - A. Consent
 - 1. Authorizing the **Release of Local Assessment District Liens** Filed Against Properties for which the Assessed Balance has been Paid in Full.

2015 Goals		
Downtown	Infrastructure	Recreation
X		

2. Authorizing a **Participation Agreement with Vantage Trust Company, LLC** for the Investment of Assets within the **City of Casper Retirement Health Savings Plan**.
3. Authorizing the **Renaming of West E Street as Parkway Plaza Drive**, Located in the Liberty Addition.
4. Authorizing Revised Lease with **Casper Crush Baseball League** for **Mike Sedar Ballfield**.
5. Authorizing Agreement with **71 Construction, Inc.**, in the Total Amount of \$865,000, for the **North Platte Sanitary Sewer Corrosion Control Facility**.
6. Authorizing Change Order No. 1 with **Grizzly Excavation and Construction, LLC**, for a Time Extension of 59 Days for Substantial Completion and 44 Days for Final Completion, for the **YMCA Bid Package No. 2 Project**.
7. Authorizing Agreement with **Precision Demolition** in the Amount of \$56,240 for the **2016 River Restoration Tree Hauling Project**.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURN INTO EXECUTIVE SESSION - LITIGATION

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, October 18, 2016 – Council Chambers

6:00 p.m. Tuesday, November 1, 2016 – Council Chambers

Work sessions

4:30 p.m. Tuesday, October 11, 2016 – Council Meeting Room

4:30 p.m. Tuesday, October 25, 2016 – Council Meeting Room

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
OB	Office Business	OYDSPC	Old Yellowstone District and South Poplar Street Corridor Form Based Code

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
September 20, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, September 20, 2016. Present: Councilmen Cathey, Heili, Hopkins, Humphrey Johnson, Miller, Pacheco, Powell, and Mayor Sandoval.

Jayden Shaw led the audience in the Pledge of Allegiance. Mayor Sandoval asked everyone to remain standing and to observe a moment of silence for the passing of Brian Scott Gamroth.

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by minute action, approve the minutes of the September 6, 2016, regular Council meeting, as published in the Casper-Star Tribune on September 13, 2016, with a correction being made that the spelling of Amy Kidd should have been Aimee Kidd. Motion passed.

Moved by Councilman Miller, seconded by Councilman Powell, to, by minute action, approve payment of the September 20, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims
09/20/16

A-1	Services	\$42.00
AAALandscaping	Services	\$1,550.00
Adecco	Services	\$158.40
ADelValle	Refund	\$23.70
AMBI	Services	\$2,871.53
APB	training	\$2,250.00
Arcadis	Services	\$11,322.23
B Marshall	Reimb	\$88.04
Balefill	Services	\$59,849.84
BankOfAmerica	Goods	\$167,213.51
BarDSigns	Goods	\$211.50
Boys&GirlsClubs	Funds	\$18,321.25
Brenntag	Goods	\$13,101.76
BWFab	Supp	\$38,890.00
Caselle	Services	\$75.00
CasparBuildSystems	Services	\$366,912.90
CasperEventsCenter	Services	\$9,510.48
CasperHousingAuth	Projects	\$22,918.40
CasperPubSafetyComm	Services	\$175.00
CBuckallew	Reimb	\$100.62
Centurylink	Services	\$5,212.19
CGarrow	Refund	\$500.00
CGradner	Refund	\$350.00
Ch2mHill	Services	\$55,829.20

Charter	Services	\$452.95
CHDiagnostic	Services	\$440.00
CivilEngineeringProfessionals	Projects	\$16,434.75
CJGallaway	Refund	\$8.12
CommTech	Goods	\$21,439.35
CommunityActionPartnership	Funding	\$83,195.37
Comtronix	Services	\$2,123.85
ContAlcoholMont	Supplies	\$6,614.50
Coplogic	Services	\$9,217.95
CowboyChemical	Supplies	\$39.00
CrimeSceneInfo	Services	\$86.25
DeltaConst	Services	\$522,322.00
DeltaDental	Services	\$1,587.90
DFollick	Reimb	\$300.00
DooleyOil	Fuel	\$21,726.54
DPCIndustries	Goods	\$5,524.85
DRPlum	Refund	\$44.82
EastrdgeMall	Svc	\$36.96
EJacobs	Reimb	\$75.00
EmaintEnt	Services	\$3,540.00
EngDsgnAssoc	Services	\$1,835.00
EventBooking	Services	\$2,300.00
FirstData	Services	\$6,332.34
FirstInterstateBank	Services	\$620.15
GMarshInc	Services	\$20,265.98
GolderAssociates	Services	\$6,402.57
GPCArchtccts	Services	\$7,174.54
GreenTreeArbor	Services	\$2,004.93
GrizzlyExcavating	Projects	\$198,966.06
GrizzlyExcvtng	Services	\$22,107.34
HaassConstruction	Projects	\$17,778.71
Hach	Goods	\$352.63
Hedquist	Services	\$17,604.77
HedquistConstruction	Projects	\$158,442.97
Hein-Bond	Services	\$120,175.50
HighPlainsConstruction	Goods	\$3,198.12
HoleshotLawnCare	Services	\$1,820.45
Homax	Goods	\$3,845.91
Installation&Svc	Projects	\$140,630.08
InterColiseumsCo	Services	\$13,197.24
IntrmtnMtrSls	Reprs	\$1,488.75
ITCElec	Services	\$686.95
JacobsEngineeringGroup	Services	\$20,112.69
JBrown	Reimb	\$98.00
JGreenwood	Reimb	\$75.00
JLevin	Reimb	\$1,047.54

JSnyder	Refund	\$57.07
JTLGroup	Services	\$284,583.20
LaborReady	Services	\$496.23
LoganSimpsonDsn	Services	\$33,350.49
M Bratvold	Reimb	\$50.25
Manpower	Services	\$405.92
McMurryReadyMix	Goods	\$1,858.50
MillsPolice	Services	\$198.00
MMcdaniels	Reimb	\$57.75
NC Clerk	Services	\$273.50
NCSheriffsOffice	Funding	\$198.00
NordicSound	Goods	\$7,200.00
NorthParkTransport	Services	\$399.92
NWCommunity Action	Services	\$1,296.15
O'ConnorCo	Services	\$26,420.00
OfficeStateLands	Services	\$3,434.22
Paciolan	Services	\$1,859.25
Pntwrks	Services	\$129.02
PwdrRiverConst	Services	\$52,191.00
RBrown	Reimb	\$201.60
RegionalWater	Services	\$927,296.03
ResourceStaff	Services	\$143.56
RockyMtnPower	Services	\$188,631.37
RYoung	Reimb	\$279.99
S Schulz	Reimb	\$330.86
SChong	Refund	\$53.57
SDunnuck	Reimb	\$159.58
Sinclair	Refund	\$475.00
StarLineFeeds	Goods	\$753.45
StevensEng	Services	\$13,900.00
SWL	Services	\$34,362.00
SyscoFoodSvcs	Goods	\$3,910.17
TramSpprt	Services	\$184.20
TretoConstruction	Projects	\$15,220.50
VentureTech/ISC	Services	\$8,246.30
Visits	Services	\$5.00
WaterTechnologyGroup	Services	\$7,775.05
WERCSCcommunications	Services	\$27.50
WesternPlainsLandscaping	Services	\$82,509.94
WestPlainsEngineering	Services	\$1,430.00
WolfGangOfWY	Services	\$2,555.55
WorthingtonLenhart&Carpenter	Services	\$9,550.66
WyDeptRevenue	Taxes	\$3,779.46
WYDOT	Services	\$94,559.73
WyLawEnforcementAcademy	Services	\$300.00
WyNotaryDivision	Goods	\$30.00

WyoDeptofStatePrks	training	\$375.00
ZSzekely	Services	\$538.00
		\$4,053,294.47

Mayor Sandoval then introduced one of our young citizens, Jayden Shaw, who organized a Fun Run on August 10, 2016, to raise funds to support the Casper Metro Animal Shelter. The \$1,200 in proceeds were used to provide elevated dog beds for the kennels. Metro Manager Tory Walsh presented Jayden with a plaque and Mayor Sandoval thanked him for his efforts.

Moved by Councilman Cathey, seconded by Councilman Hopkins, to, by minute action, establish October 4, 2016, as the public hearing date for the consideration of: zone change of Lots 5 & 6, Standard Oil Co. Subdivision, located at 911 CY Avenue and 1535 South Poplar Street, from R-2 (One Unit Residential) to C-2 (General Business); and

Establish October 18, 2016, as the Public Hearing Date for Consideration of:

- a. transfer of ownership for Retail Liquor License No. 3, from Poor Boys Holdings, LLC, located at 739 North Center to Triple C Food & Beverage, LLC, located at 739 North Center; and
- b. transfer of ownership for Retail Liquor License No. 18, from Casper Hospitality Group, LLC, d.b.a. Wonder Bar, located at 256 South Center to 3OH7 Hospitality, LLC, located at 256 South Center.

Motion passed.

Mayor Sandoval opened the public hearing for the consideration of fiscal year 2017 budget adjustments related to the Casper Events Center. Moved by Councilman Cathey, seconded by Councilman Miller, to, by minute action, continue the public hearing to the September 27, 2016 Special City Council meeting. Motion passed.

Moved by Councilman Heili, seconded by Councilman Johnson, to, by minute action, cancel the public hearing for the consideration of zone change of Lots 5 & 6, Standard Oil Co. Subdivision, located at 911 CY Avenue and 1535 South Poplar Street, from R-2 (One Unit Residential) to C-2 (General Business). Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the Fiscal Year 2015-2016 Community Development Block Grant Consolidated Annual Plan Evaluation Report (CAPER).

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated September 12, 2016, and an Affidavit of Publication, as published in the Casper-Star Tribune, dated August 26, 2016. City Manager McDonald provided a brief report.

There being no one to speak for or against the report, the public hearing was closed. Mayor Sandoval noted that no action was required by Council this evening on this matter.

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

ORDINANCE NO. 9-16

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED WOLF CREEK EIGHT ADDITION, IN THE CITY OF CASPER, WYOMING.

ORDINANCE NO. 10-16
AN ORDINANCE APPROVING A REPLAT, SUBDIVISION
AGREEMENT AND ZONE CHANGE FOR THE PROPOSED
CENTRAL WYOMING RESCUE MISSION ADDITION, IN
THE CITY OF CASPER, WYOMING.

Councilman Johnson presented the foregoing two (2) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilman Humphrey. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-229

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY OF WYOMING FOR THE PROVISION OF PUBLIC OUTREACH AND EDUCATIONAL SERVICES AT THE WYOMING EXTENSION FACILITY AT 2011 FAIRGROUNDS ROAD.

RESOLUTION NO. 16-230

A RESOLUTION ADOPTING THE EVENT SPONSORSHIP/ FINANCIAL SUPPORT POLICY.

RESOLUTION NO. 16-231

A RESOLUTION ADOPTING THE BUSINESS, TRAVEL, TRAINING AND EMPLOYEE MOVING EXPENSE POLICY.

RESOLUTION NO. 16-232

A RESOLUTION AUTHORIZING AN EXTENSION TO THE LEASE AGREEMENT WITH CENTRAL WYOMING SENIOR SERVICES, INC., FOR THE OPERATION OF THE SENIOR CITIZENS' CENTER LOCATED AT 1831 EAST 4TH STREET.

Councilman Hopkins presented the foregoing four (4) resolutions for adoption. Seconded by Councilman Powell. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Humphrey, to, by consent minute action:

- 1) authorize expenditure of \$95,158.10 in Community Promotion funds for fiscal year 2017 for community promotion events, as outlined in staff's report dated September 20, 2016, and authorize the City Manager to execute necessary agreements.
- 2) authorize the purchase of two (2) new Mack, LR613, 66,000 pounds side-load sanitation trucks, with Wayne, 27 cubic yard Curbtender G4 Bodies, with options, in the amount of \$573,344.90, from CMI-TECO.
- 3) authorize the purchase of four (4) new Ford Fusion Sedans, in the amount of \$81,980, before trade-in allowance, from Greiner Motor Company.
- 4) authorize the purchase of one (1) new Front End Loader with options, in the amount of \$165,174 before trade-in, from Wyoming Machinery Company.

Councilman Cathey voted nay on the Community Promotions Funding. Motion passed.

Individuals addressing the Council were: Dale Zimmerle, 3035 Bellaire, regarding prayer; Dennis Steensland, 533 S. Washington, regarding trade-in values, the necessity of fleet purchases, community promotions, and the sale of land to the State of Wyoming; Nikki Tucker, regarding high water bills; Kristeen Chromy, 6500 Buckboard, regarding police staffing; Mary Anne Divittorio, 222 West "B", regarding purchase card billing and claims and the CAPER; and Pat Sweeney, 951 N. Kimball, regarding water billing and the upcoming memorial for Brian Scott Gamroth.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, September 27, 2016, in the Council's meeting room; and, a Special Council meeting to be held at 6:00 p.m., Tuesday, September 27, 2016, in the Council Chambers.

At 7:05 p.m., it was moved Councilman Miller, seconded by Councilman Johnson, to adjourn into executive session to discuss litigation. Motion passed.

At 7:50 p.m., it was moved by Councilman Johnson, seconded by Councilman Heili, to adjourn the executive session and regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

71 CONSTRUCTION, INC.

1692-1 RETAINAGE

(\$6,545.32)

(\$6,545.32) Subtotal for Dept. Capital Projects - Engineering

1692-1 WASHINGTON PARK BLEACHERS

\$65,453.15

\$65,453.15 Subtotal for Dept. Parks

\$58,907.83 Subtotal for Vendor

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

16-08-486 POSTAGE

\$15.36

\$15.36 Subtotal for Dept. Fort Caspar

16-08-493 POSTAGE

\$2.01

\$2.01 Subtotal for Dept. Parks

16-08-494 POSTAGE

\$5.78

\$5.78 Subtotal for Dept. Recreation

16-08-491 POSTAGE

\$75.24

\$75.24 Subtotal for Dept. Water

\$98.39 Subtotal for Vendor

A-1 PORTABLES & SERVICES

1369 PORTABLES

\$110.00

\$110.00 Subtotal for Dept. Balefill

\$110.00 Subtotal for Vendor

ACS GOVERNMENT SYSTEMS, INC.

1303201 FIREHOUSE SOFTWARE

\$15,740.00

\$15,740.00 Subtotal for Dept. Fire

\$15,740.00 Subtotal for Vendor

ALLAN'S CONCRETE

RIN0027044 FLATWORK MARION KREINER PARK

\$1,600.00

072961 CONCRETE MARION KREINER

\$400.00

\$2,000.00 Subtotal for Dept. Parks

\$2,000.00 Subtotal for Vendor

ARROWHEAD HEATING & AIR CONDITIONING

7932 COMPRESSER MAINTENANCE

\$180.00

\$180.00 Subtotal for Dept. Balefill

\$180.00 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

6617 GARAGE DOOR

\$545.00

\$545.00 Subtotal for Dept. Metro Animal

\$545.00 Subtotal for Vendor

B & B SALES & SERVICE

7073 WEED MOWING

\$3,094.43

\$3,094.43 Subtotal for Dept. Code Enforcement

\$3,094.43 Subtotal for Vendor

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

BIG WIND MEDIA, INC.

8475 DOMAIN SUBSCRIPTION

\$30.00

\$30.00 Subtotal for Dept. Parks

\$30.00 Subtotal for Vendor

BRAIN INJURY ASSOC. OF WYOMING

415 FUNDING

\$4,752.20

\$4,752.20 Subtotal for Dept. One Cent #15

\$4,752.20 Subtotal for Vendor

BRENNTAG PACIFIC, INC.

BPI656854 CHEMICALS

\$14,172.74

BPI656309 CHEMICALS

\$13,275.56

BPI656310 CHEMICALS

\$13,474.29

BPI656308 CHEMICALS

\$13,153.54

BPI656311 CHEMICALS

\$13,227.30

BPI657143 CHEMICALS

\$13,484.84

BPI659738 CHEMICALS

\$12,663.77

\$93,452.04 Subtotal for Dept. Water Treatment Plant

\$93,452.04 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78807-24 PROGRAMABLE LOGIC CONTROLS

\$16,094.32

\$16,094.32 Subtotal for Dept. Waste Water

\$16,094.32 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

2016-802 BUS EXPENSES

\$29,583.00

2016-801 CATC EXPENSES

\$47,642.00

2016-804 BUS EXPENSES

\$26,221.00

2016-803 CATC EXPENSES

\$43,367.00

\$146,813.00 Subtotal for Dept. C.A.T.C.

\$146,813.00 Subtotal for Vendor

CASPER HOUSING AUTHORITY

135 ASBESTOS TESTING

\$560.00

\$560.00 Subtotal for Dept. CDBG

\$560.00 Subtotal for Vendor

CASPER NATRONA COUNTY HEALTH DEPARTMENT

0022996-IN TAX REVENUE FY17

\$540,000.00

\$540,000.00 Subtotal for Dept. Social Community Services

\$540,000.00 Subtotal for Vendor

CASPER PUBLIC UTILITIES

RIN0027031 SEWER

\$20.54

RIN0027031 SANITATION

\$105.00

\$125.54 Subtotal for Dept. Water Treatment Plant

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

CASPER PUBLIC UTILITIES

\$125.54 Subtotal for Vendor

CDW GOVERNMENT, INC.

DLG4462 COMPUTER EXTENDED WARRANTY

\$205.80

\$205.80 Subtotal for Dept. Water

\$205.80 Subtotal for Vendor

CENTURY 21 ACTION REALTY

0027269600 UTILITY REFUND

\$59.71

\$59.71 Subtotal for Dept. Water

\$59.71 Subtotal for Vendor

CENTURYLINK

RIN0027057 PHONE USE

\$38.27

\$38.27 Subtotal for Dept. Balefill

RIN0027054 PHONE USE

\$79.40

RIN0027054 PHONE USE

\$46.23

\$125.63 Subtotal for Dept. Casper Events Center

RIN0027054 PHONE USE

\$63.44

\$63.44 Subtotal for Dept. City Hall

RIN0027054 PHONE USE

\$80.16

RIN0027054 PHONE USE

\$65.16

\$145.32 Subtotal for Dept. Communications Center

RIN0027054 PHONE USE

\$40.08

\$40.08 Subtotal for Dept. Engineering

RIN0027054 PHONE USE

\$482.61

\$482.61 Subtotal for Dept. Fire

RIN0027054 PHONE USE

\$155.53

\$155.53 Subtotal for Dept. Metro Animal

RIN0027054 PHONE USE

\$45.93

\$45.93 Subtotal for Dept. Municipal Court

RIN0027054 PHONE USE

\$61.44

\$61.44 Subtotal for Dept. Parking

RIN0027054 PHONE USE

\$40.08

\$40.08 Subtotal for Dept. Police

RIN0027054 PHONE USE

\$29.48

\$29.48 Subtotal for Dept. Sewer

RIN0027074 PHONE USE

\$45.27

\$45.27 Subtotal for Dept. Waste Water

\$1,273.08 Subtotal for Vendor

CHILDREN'S ADVOCACY PROJECT, INC.

WE42348 FUNDING

\$36,000.00

\$36,000.00 Subtotal for Dept. Social Community Services

\$36,000.00 Subtotal for Vendor

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

CIGNA HEALTH & LIFE INSURANCE COMPANY

2021258 PLAN ADMINISTRATION FEES

\$12,308.30
\$12,308.30 Subtotal for Dept. Health Insurance
\$12,308.30 Subtotal for Vendor

CITY OF CASPER

5128/143982 GIS BILLING
5128/143982 GIS BILLING

\$9,350.64
\$982.70
\$10,333.34 Subtotal for Dept. Metropolitan Planning

144156 COMMUNITY PROMOTIONS
144151 COMMUNITY PROMOTIONS
144152 COMMUNITY PROMOTIONS
144157 COMMUNITY PROMOTIONS
144155 COMMUNITY PROMOTIONS
144150 COMMUNITY PROMOTIONS
144154 COMMUNITY PROMOTIONS
144153 COMMUNITY PROMOTIONS

\$18.00
\$18.00
\$18.00
\$18.00
\$18.00
\$18.00
\$18.00
\$18.00
\$144.00 Subtotal for Dept. Social Community Services
\$10,477.34 Subtotal for Vendor

CITY OF CASPER - BALEFILL

2161/144022 SANITATION

\$15.00
\$15.00 Subtotal for Dept. Casper Events Center

1967/144212 SANITATION
1967/144174 SANITATION
1967/143869 SANITATION

\$185.00
\$250.00
\$15.00
\$450.00 Subtotal for Dept. Code Enforcement

525/144109 SANITATION

\$15.00
\$15.00 Subtotal for Dept. Hogadon

247/143984-986 SANITATION

\$240.00
\$240.00 Subtotal for Dept. Parks

2772/144144 SANITATION
2772/144195 SANITATION
2772/144029-030 SANITATION
2772/143952 SANITATION
2772/143882 SANITATION
2772/144225 SANITATION
2772/144023 SANITATION
2772/143911 SANITATION
2772/144069 SANITATION
2772/144111 SANITATION

\$6,156.53
\$5,833.13
\$79,000.00
\$5,549.72
\$6,656.53
\$5,333.09
\$5,192.56
\$5,982.16
\$5,396.97
\$6,094.96
\$131,195.65 Subtotal for Dept. Refuse Collection

1276/144068 SANITATION
1276/143907 SANITATION
1276/144142 SANITATION

\$101.52
\$93.06
\$87.89
\$282.47 Subtotal for Dept. Waste Water

4361/143852 PALLET DISPOSAL

\$15.00
\$15.00 Subtotal for Dept. Water Treatment Plant

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

CITY OF CASPER - BALEFILL

\$132,213.12 Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

15-105-04	END OF YEAR SURVEY	\$818.50		
		\$818.50	Subtotal for Dept.	Balefill
15-035-07	METRO LANDSCAPING	\$1,150.00		
		\$1,150.00	Subtotal for Dept.	Metro Animal
16-127-01	SURVEY REED PROPERTY	\$6,450.50		
		\$6,450.50	Subtotal for Dept.	Special Revenue
14-030-04	ARTERIAL & COLLECTION RECONSTR	\$2,528.85		
14-030-08	ARTERIAL & COLLECTION RECONSTR	\$5,340.55		
14-030-09	ARTERIAL & COLLECTION RECONSTR	\$2,064.35		
14-030-07	ARTERIAL & COLLECTION RECONSTR	\$4,324.50		
		\$14,258.25	Subtotal for Dept.	Streets
13-46-12	SALT CREEK HWY/20/26 BYPASS	\$3,165.65		
		\$3,165.65	Subtotal for Dept.	Waste Water
14-066-18	EAST CASPER ZONE III	\$35,447.31		
14-066-18	EAST CASPER ZONE III	\$17,459.12		
		\$52,906.43	Subtotal for Dept.	Water
		\$78,749.33	Subtotal for Vendor	

CK MECHANICAL PLUMBING & HEATING, INC.

0000024396	REPAIR HEADWORKS FAULT CODES	\$441.00		
		\$441.00	Subtotal for Dept.	Waste Water
		\$441.00	Subtotal for Vendor	

CLYDE HANAMAIKAI

04677	TOOL REIMBURSEMENT	\$76.37		
		\$76.37	Subtotal for Dept.	Fleet Maintenance
		\$76.37	Subtotal for Vendor	

COLLECTION CENTER INC.

974300000282	COLLECTION FEES	\$3.60		
		\$3.60	Subtotal for Dept.	Casper Events Center
974300000282	COLLECTION FEES	\$226.07		
		\$226.07	Subtotal for Dept.	Code Enforcement
974300000282	COLLECTION FEES	\$5.49		
		\$5.49	Subtotal for Dept.	Finance
972000000339	COLLECTION FEES	\$85.90		
		\$85.90	Subtotal for Dept.	Refuse Collection
972000000339	COLLECTION FEES	\$65.29		
		\$65.29	Subtotal for Dept.	Sewer
972000000339	COLLECTION FEES	\$192.42		
		\$192.42	Subtotal for Dept.	Water
		\$578.77	Subtotal for Vendor	

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

COMTRONIX, INC.

46310 ALARM REPAIR

\$827.47
\$827.47 Subtotal for Dept. Police
\$827.47 Subtotal for Vendor

DANIEL RAATZ

RIN0027052 BOOT REIMBURSEMENT

\$75.00
\$75.00 Subtotal for Dept. Water Treatment Plant
\$75.00 Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

2016-08CASPER FIXED INCOME MGT FEES

\$6,203.56
\$6,203.56 Subtotal for Dept. Finance
\$6,203.56 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0027068 DENTAL INSURANCE

RIN0027072 DENTAL INSURANCE

\$1,581.20
\$48,162.80
\$49,744.00 Subtotal for Dept. Health Insurance
\$49,744.00 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000274-16 CHEMICALS

727000271-16 CHEMICALS

727000269-16 CHEMICALS

727000282-16 CHEMICALS

\$5,524.85
\$5,512.58
\$5,463.49
\$5,485.58
\$21,986.50 Subtotal for Dept. Water Treatment Plant
\$21,986.50 Subtotal for Vendor

DUNCAN ANKENY

RIN0027073 REFUNDABLE DEPOSIT

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

FIRST DATA MERCHANT SVCS CORP.

REMI1186671 MERCHANT FEES

REMI1180144 MERCHANT FEES

REMI1180150 MERCHANT FEES

REMI1186665 MERCHANT FEES

REMI1186676 MERCHANT FEES

REMI1186674 MERCHANT FEES

REMI1186664 MERCHANT FEES

REMI1186666 MERCHANT FEES

\$4,252.76
\$4,252.76 Subtotal for Dept. Balefill
\$1,541.84
\$1,317.75
\$1,105.36
\$3,964.95 Subtotal for Dept. Casper Events Center
\$24.05
\$24.05 Subtotal for Dept. Cemetery
\$148.94
\$148.94 Subtotal for Dept. Code Enforcement
\$2,201.53
\$2,201.53 Subtotal for Dept. Finance
\$125.16

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

FIRST DATA MERCHANT SVCS CORP.

\$125.16 Subtotal for Dept. Fort Caspar
\$10,717.39 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0027048 SERVICES FEES \$894.69
RIN0027049 LOCKBOX \$1,956.25
\$2,850.94 Subtotal for Dept. Finance
RIN0027071 WELLNESS TESTING GIFT CARDS \$3,402.00
\$3,402.00 Subtotal for Dept. Health Insurance
\$6,252.94 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0026404 PETTY CASH - CRC/POOLS \$26.00
\$26.00 Subtotal for Dept. Aquatics
RIN0026404 PETTY CASH - CRC/POOLS \$43.95
\$43.95 Subtotal for Dept. Recreation
\$69.95 Subtotal for Vendor

FIVE TRAILS ROTARY CLUB

103412 ASSOCIATION DUES \$350.00
\$350.00 Subtotal for Dept. City Manager
\$350.00 Subtotal for Vendor

GOLDER ASSOCIATES

458679 ENVIRONMENTAL MONITORING \$3,629.16
458681 LANDFILL ENVIRONMENTAL \$1,623.19
458049 AUTOMATED LEACHATE COLLECTION \$4,856.20
458680 POST CLOSURE \$1,950.18
\$12,058.73 Subtotal for Dept. Balefill
\$12,058.73 Subtotal for Vendor

GREEN TREE ARBORICULTURE LLC

1-112614 WEED MOWING \$436.19
\$436.19 Subtotal for Dept. Code Enforcement
\$436.19 Subtotal for Vendor

GRISWOLD, GREG

0027269599 UTILITY REFUND \$43.32
\$43.32 Subtotal for Dept. Water
\$43.32 Subtotal for Vendor

GSG ARCHITECTURE

RIN0027059 DESIGN FIRE STATION #6 \$4,972.33
160704 FIRE STATION #6 - DESIGN/CONST \$3,510.25
160904 DESIGN FIRE STATION #6 \$8,901.75
RIN0027058 FIRE STATION #6 - AMENDMENT \$7,432.00
\$24,816.33 Subtotal for Dept. Fire

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

GSG ARCHITECTURE

\$24,816.33 Subtotal for Vendor

HACH CO., CORP.

10084021 MODBUS MODULE CHLORAMINE ANALI

\$650.67

\$650.67 Subtotal for Dept. Water Treatment Plant

\$650.67 Subtotal for Vendor

HANCOCK, KAYLENE

0027320505 UTILITY REFUND

\$56.80

\$56.80 Subtotal for Dept. Water

\$56.80 Subtotal for Vendor

HEALTH SOLUTIONS SERVICES, INC

2016074024 WELLNESS TESTING

\$1,080.00

\$1,080.00 Subtotal for Dept. Health Insurance

\$1,080.00 Subtotal for Vendor

HOLESHOT LAWN CARE & SNOW REMOVAL LLC

INV008 WEED MOWING

\$360.24

INV008 WEED MOWING

\$1,593.40

\$1,953.64 Subtotal for Dept. Code Enforcement

\$1,953.64 Subtotal for Vendor

HOMAX OIL SALES, INC.

0341137-IN FUEL

\$2,456.05

\$2,456.05 Subtotal for Dept. Golf Course

\$2,456.05 Subtotal for Vendor

INSTALLATION & SVC. CO.

RIN0027063 2015 MISC WATER PROJECT

\$9,360.00

\$9,360.00 Subtotal for Dept. Sewer

RIN0027062 2015 MISC. WATERLINE REPLACEME

\$9,922.50

\$9,922.50 Subtotal for Dept. Water

\$19,282.50 Subtotal for Vendor

INTEGRITY TANK SERVICE, LLC

1015-033408 PRATT II NORTH TANK INTERIOR

\$19,950.92

\$19,950.92 Subtotal for Dept. Water

\$19,950.92 Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

20239 MED VOLTAGE GEAR CLEANING

\$2,539.26

\$2,539.26 Subtotal for Dept. Waste Water

\$2,539.26 Subtotal for Vendor

JOHN WATTERS

RIN0027061 REFUND INSURANCE PREMIUM

\$12.32

RIN0027061 REFUND INSURANCE PREMIUM

\$24.73

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

JOHN WATTERS

RIN0027061 REFUND INSURANCE PREMIUM

\$490.10
\$527.15 Subtotal for Dept. Health Insurance
\$527.15 Subtotal for Vendor

JONES, BRANDACE

0027269595 UTILITY REFUND

\$5.31
\$5.31 Subtotal for Dept. Water
\$5.31 Subtotal for Vendor

JUSTIN MAKI

0377045 UNIFORMS

\$200.00
\$200.00 Subtotal for Dept. Police
\$200.00 Subtotal for Vendor

KNIFE RIVER/JTL

14-18-10 W YELLOWSTONE & WALNUT ST
138969 PLANT MIX
138968 PLANT MIX
139269 PLANT MIX
14-18-10 W YELLOWSTONE & WALNUT ST
139351 PLANT MIX

\$73,944.89
\$633.60
\$6,484.80
\$729.60
\$85,426.80
\$327.00
\$167,546.69 Subtotal for Dept. Streets
\$167,546.69 Subtotal for Vendor

KRISTINE SUBA

RIN0027056 CLOTHING REIMBURSEMENT

\$40.89
\$40.89 Subtotal for Dept. Refuse Collection
\$40.89 Subtotal for Vendor

KUBWATER RESOURCES, INC

06015 CREDIT MEMO
06007 ZETAG 7593 DRY POLYMER
06013 ZETAG 7593 DRY POLYMER

(\$4,839.01)
\$4,839.01
\$9,678.03
\$9,678.03 Subtotal for Dept. Waste Water
\$9,678.03 Subtotal for Vendor

LABOR READY CENTRAL, INC.

21356816 TEMPORARY LABOR

\$1,095.99
\$1,095.99 Subtotal for Dept. Casper Events Center
\$1,095.99 Subtotal for Vendor

LEVI'S BACKHOE SERVICE

2315 REROUT SEWER LATERAL

\$7,500.00
\$7,500.00 Subtotal for Dept. Sewer
\$7,500.00 Subtotal for Vendor

LIECHTY, ROY

0027269601 UTILITY REFUND

\$50.57

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

LIECHTY, ROY

\$50.57 Subtotal for Dept. Water
\$50.57 Subtotal for Vendor

LINCOLN NATL. LIFE INS. CO.

RIN0027069 RETIREE LIFE

\$290.50
\$290.50 Subtotal for Dept. Health Insurance
\$290.50 Subtotal for Vendor

LOENBRO INSTRUMENTATION & ELECTRICAL

19129 RETAINAGE

(\$11,197.80)
(\$11,197.80) Subtotal for Dept. Capital Projects - Engineering

19129 PARKING LOT LIGHTING & WIRING

\$111,978.00
\$111,978.00 Subtotal for Dept. Casper Events Center
\$100,780.20 Subtotal for Vendor

LSC TRANSPORTATION CONSULTANTS, INC.

51881 FY16 TRANSIT SCHEDULE ANALYSIS

\$5,203.13

51881 FY16 TRANSIT SCHEDULE ANALYSIS

\$546.82

\$5,749.95 Subtotal for Dept. Metropolitan Planning
\$5,749.95 Subtotal for Vendor

MAIB, CIERRA

0027269597 UTILITY REFUND

\$22.20
\$22.20 Subtotal for Dept. Water
\$22.20 Subtotal for Vendor

MATTOX, ROGER

0027269596 UTILITY REFUND

\$14.58
\$14.58 Subtotal for Dept. Water
\$14.58 Subtotal for Vendor

MCMURRY READY MIX CO.

223878 CONCRETE

\$237.00
\$237.00 Subtotal for Dept. Water
\$237.00 Subtotal for Vendor

MIKE ALLEN

RIN0026405 REFUNDABLE DEPOSIT

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

MIKE OGDEN

2511 CLOTHING REIMBURSEMENT

\$186.55
\$186.55 Subtotal for Dept. Police
\$186.55 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

31470 DEDICATED ETHERNET

\$512.50

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

	\$512.50	Subtotal for Dept.	Communications Center
AP00017909231604 METRO INTERNET	\$1,015.00		
	\$1,015.00	Subtotal for Dept.	Finance
	\$1,527.50	Subtotal for Vendor	

NATIONAL BENEFIT SERVICES

555830 PLAN ADMINISTRATION FEES	\$150.00		
556469 PLAN ADMINISTRATION FEES	\$413.00		
	\$563.00	Subtotal for Dept.	Health Insurance
	\$563.00	Subtotal for Vendor	

NEVE'S UNIFORMS, INC.

NE48452 UNIFORMS	\$19.94		
	\$19.94	Subtotal for Dept.	Communications Center
LN-333764 BODY ARMOR	\$1,548.00		
	\$1,548.00	Subtotal for Dept.	Metro Animal
340832 CREDIT MEMO	(\$37.95)		
340763 UNIFORMS	(\$32.95)		
340760 CREDIT MEMO	(\$32.95)		
LN-340831 UNIFORMS	\$16.00		
LN-341222 UNIFORMS	\$1,598.00		
LN-340763 UNIFORMS	\$32.95		
LN-340760 UNIFORMS	\$32.95		
NE48294 UNIFORMS	\$129.90		
LN-340762 UNIFORMS	\$135.95		
LN-340832 UNIFORMS	\$37.95		
	\$1,879.85	Subtotal for Dept.	Police
	\$3,447.79	Subtotal for Vendor	

ONE CALL OF WY.

42382 LOCATE TICKETS	\$579.15		
	\$579.15	Subtotal for Dept.	Sewer
42382 LOCATE TICKETS	\$707.85		
	\$707.85	Subtotal for Dept.	Water
	\$1,287.00	Subtotal for Vendor	

PATRICIA BYNUM

RIN0027060 REFUND INSURANCE PREMIUM	\$1,029.68		
	\$1,029.68	Subtotal for Dept.	Health Insurance
	\$1,029.68	Subtotal for Vendor	

P-CARD VENDORS

00045485 CREDIT	(\$3.57)		
	(\$3.57)	Subtotal for Dept.	Balefill
TAX CREDIT TAX CHARGED ON DOMINO'S CHG	(\$2.14)		
	(\$2.14)	Subtotal for Dept.	Metro Animal
00049079 ULINE SHIP SUPPLIES	\$158.81		

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00049095	BAILEYS ACE HDWE	\$34.99	
00049038	COMTRONIX	\$120.00	
00049155	WHITES MARINE CENTER 7	\$35.98	
00049039	THE LIFEGUARD STORE IN	\$277.50	
00049072	HAWKINS INC	\$1,267.20	
00049068	HAWKINS INC	\$98.08	
00049047	SAMS CLUB #6425	\$168.80	
00049039	THE LIFEGUARD STORE IN	\$185.00	
00049395	ULINE SHIP SUPPLIES	\$197.63	
00049039	THE LIFEGUARD STORE IN	\$277.50	
00049172	NORCO INC	\$109.43	
00049039	THE LIFEGUARD STORE IN	\$185.00	
00049037	NALCO FAB-TECH	\$287.00	
00048962	ULINE SHIP SUPPLIES	\$159.64	
00048941	CPU VENTURE TECH NETWO	\$31.04	
00049226	BAILEYS ACE HDWE	\$40.48	
00049354	SAMSClub #6425	\$67.52	
00049376	WAL-MART #3778	\$7.42	
00049376	WAL-MART #3778	\$56.78	
00049395	ULINE SHIP SUPPLIES	\$76.00	
00048896	COMTRONIX	\$165.00	
		\$4,006.80	Subtotal for Dept. Aquatics
00048950	AIRGAS CENTRAL	\$256.20	
00048943	GCR TIRES #751	\$1,215.00	
00048939	OREILLY AUTO 00027466	\$31.08	
00049359	TRACTOR SUPPLY CO #199	\$1,018.87	
00049325	CODE 4 PUBLIC SAFETY E	\$99.00	
00048509	WYOMING MACHINERY CO	\$208.40	
00049321	QUALITY OFFICE Solutio	\$15.48	
00049005	IN ICLEAN307	\$5,300.00	
00049024	AIRGAS CENTRAL	\$68.80	
00049321	QUALITY OFFICE Solutio	\$90.99	
00047690	IN AMERICAN EAGLE CL	\$609.40	
00049054	BAILEYS ACE HDWE	\$7.98	
00049142	DECKER AUTO GLASS	\$285.00	
00048803	ALSCO INC.	\$388.00	
00049117	BAILEYS ACE HDWE	\$1,272.31	
00049112	SQ DOUBLE D WELDIN	\$185.00	
00049086	WYOMING MACHINERY CO	\$2,814.00	
00049109	DECKER AUTO GLASS	\$95.00	
00049240	QUALITY OFFICE Solutio	\$18.80	
00049223	QUALITY OFFICE Solutio	\$29.70	
00049338	INTERGRATED ENV TECH	\$687.43	
00049210	FEDEX 784087652225	\$15.26	
00048956	IN PEDENS INC.	\$12.60	
00048948	GCR TIRES #751	\$24,180.00	
00049152	SAMS CLUB #6425	\$10.84	
00049216	QUALITY OFFICE Solutio	\$5.89	

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00049265	AIRGAS CENTRAL	\$141.24	
00049268	HARBOR FREIGHT TOOLS 3	\$39.80	
00049285	AIRGAS CENTRAL	\$166.16	
00049323	WM SUPERCENTER #3778	\$5.74	
00049340	MURDOCH'S RANCH & HOME	\$747.86	
00048966	BAILEYS ACE HDWE	\$20.93	
00049189	WM SUPERCENTER #1617	\$28.46	
00049396	BAILEYS ACE HDWE	\$195.92	
00049449	AIRGAS CENTRAL	\$12.64	
00049418	SAMSLUB #6425	\$91.24	
00049381	SOLID WASTE ASSOCIA	\$275.00	
00049477	THE HOME DEPOT #6001	\$72.65	
00049352	AIRGAS CENTRAL	\$1,231.80	
		\$41,950.47	Subtotal for Dept. Balefill
00049033	CASPER WINNELSON CO	\$42.88	
00049141	GEORGE T SANDERS 20	\$109.54	
00049036	CRUM ELECTRIC SUPPLY C	\$18.16	
00048017	DAVIDSON MECHANICAL, I	\$304.00	
00048990	CASPER WINNELSON CO	\$786.89	
00049198	GEORGE T SANDERS 20	\$279.50	
00049075	BLOEDORN LUMBER CASPER	\$44.12	
00048979	BLOEDORN LUMBER CASPER	\$13.99	
00049004	HERCULES INDUSTRIES CA	\$281.48	
00048931	THE HOME DEPOT #6001	\$24.97	
00048878	AIRGAS CENTRAL	\$55.06	
00049128	DENNIS SUPPLY COMPANY	\$42.71	
00049195	BAILEYS ACE HDWE	\$17.99	
00049310	CRESCENT ELECTRIC 103	\$21.61	
00048524	DIAMOND VOGEL PAINT #7	\$32.99	
00049185	CASPER WINNELSON CO	\$836.23	
00049170	WW GRAINGER	\$25.42	
00049166	DENNIS SUPPLY COMPANY	\$7.93	
00047856	CASPER WINNELSON CO	\$35.04	
00048521	SHERWIN WILLIAMS 70343	\$44.93	
00048523	NORCO INC	\$49.63	
00048539	NORCO INC	\$17.70	
00048515	NORCO INC	\$497.71	
00048510	NORCO INC	\$159.74	
00049553	ROTO ROOTER	\$312.00	
00048378	DIAMOND VOGEL PAINT #7	\$274.36	
00048416	DIAMOND VOGEL PAINT #7 - Credi	(\$122.25)	
00049205	BAILEYS ACE HDWE	\$13.58	
00048466	SHERWIN WILLIAMS 70343	\$72.42	
00049308	DIAMOND VOGEL PAINT #7	\$48.01	
00049184	BLOEDORN LUMBER CASPER	\$17.78	
00049116	AMAZING DOORS HARDWAR	\$138.64	
00049324	HERCULES INDUSTRIES CA	\$77.29	
00049212	BAILEYS ACE HDWE	\$11.00	

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00049250	DIAMOND VOGEL PAINT #7	\$25.95	
00049260	CRESCENT ELECTRIC 103	\$291.22	
00049273	CRESCENT ELECTRIC 103	\$28.30	
00049290	CASPER WINNELSON CO	\$178.84	
00048803	ALSCO INC.	\$257.00	
00049400	CASPER WINNELSON CO	\$3.12	
00049364	CASPER WINNELSON CO	\$29.78	
00049373	BARGREEN WYOMING 25	\$28.50	
00049511	BLOEDORN LUMBER CASPER	\$11.17	
00049169	HERCULES INDUSTRIES CA	\$44.02	
00049519	CASPER CONTRACTORS SUP	\$7.81	
00049343	BAILEYS ACE HDWE	\$11.99	
00049329	BLOEDORN LUMBER CASPER	\$105.80	
00049406	CASPER WINNELSON CO	\$56.19	
00049436	BEARING BELTCHAIN00244	\$10.27	
00049424	CASPER WINNELSON CO	\$384.56	
00049517	DENNIS SUPPLY COMPANY	\$175.02	
00049335	AIRGAS CENTRAL	\$54.52	
		\$6,297.11	Subtotal for Dept. Buildings & Structures
00048781	CPS DISTRIBUTORS INC C	\$225.50	
		\$225.50	Subtotal for Dept. Capital Projects
00049546	RICOH USA, INC	\$51.86	
00048685	IN ADBAY.COM, INC	\$91.70	
00049341	ATLAS OFFICE PRODUCTS	\$316.63	
00049269	SAMS CLUB #6425	\$216.46	
00049503	WAL-MART #3778	\$174.42	
00048665	IEBA	\$75.00	
00049283	WM SUPERCENTER #3778	\$68.09	
00049284	NATURAL GROCERS	\$41.33	
00049488	ALBERTSONS STO00000620	\$16.69	
00049296	SAMSCLUB #6425	\$358.80	
00049297	WM SUPERCENTER #3778	\$316.46	
00049262	ALBERTSONS STO00000620	\$4.76	
00049501	ENTERPRISE RENT-A-CAR	\$105.02	
00048676	FACEBK LFCZ5A2WR2	\$119.60	
00049348	RIDLEY'S 1132	\$134.36	
00049133	HEARTLAND PAPER COMPAN	\$36.95	
00049392	ALBERTSONS STO00000620	\$29.44	
00049484	EXXONMOBIL 45947843	\$10.00	
00049326	GOOGLE ADWS1222272190	\$178.60	
00049093	USPS 57155809430310940	\$170.00	
00048704	IAVM INC	\$250.00	
00049257	WAL-MART #1617	\$228.03	
00049244	NATURAL GROCERS	\$102.28	
00048907	HEARTLAND PAPER COMPAN	\$176.10	
00048636	FACEBK AL5Z5A2WR2	\$750.40	
00049065	GOOGLE ADWS1222272190	\$94.50	
00047928	LOVCOM INC DBA SHERIDA	\$504.00	

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00047936	MONTPELIER BROADCASTIN	\$280.09		
		\$4,901.57	Subtotal for Dept.	Casper Events Center
00048985	CASPER STAR TRIBUNE	\$107.52		
		\$107.52	Subtotal for Dept.	CDBG
00049239	OFFICEMAX/OFFICEDEPOT6	\$90.06		
00048839	ATLAS OFFICE PRODUCTS	\$97.38		
		\$187.44	Subtotal for Dept.	Cemetery
00049204	THOMSON WEST TCD	\$1,174.47		
00049492	IN POWDER RIVER SHRED	\$70.00		
00048978	WYOMING STATE BAR - Credit	(\$300.00)		
00049200	THOMSON WEST TCD	\$127.37		
00049219	THOMSON WEST TCD	\$94.50		
00049305	USPS 57155809430310940	\$25.12		
		\$1,191.46	Subtotal for Dept.	City Attorney
00047840	IN ALLURETECH/COFFEYN	\$42.00		
		\$42.00	Subtotal for Dept.	City Hall
00049344	ATLAS OFFICE PRODUCTS	\$55.78		
		\$55.78	Subtotal for Dept.	City Manager
00049670	B & B RUBBER STAMP SHO	\$29.95		
00049573	ATLAS OFFICE PRODUCTS	\$39.40		
00049315	VZWRLSS MY VZ VB P	\$45.22		
00049026	COMMUNICATION TECHNOLO	\$252.00		
		\$366.57	Subtotal for Dept.	Code Enforcement
00048823	SAMS CLUB #6425	\$91.53		
00049439	AT&T 0512212799001	\$29.13		
		\$120.66	Subtotal for Dept.	Communications Center
00049641	CASPER STAR TRIBUNE	\$458.99		
00049666	CPU IIT	\$458.99		
00049441	EGGINGTONS	\$38.94		
00049252	CASPER STAR TRIBUNE	\$945.60		
00049236	SQ THE FLOUR BIN L	\$23.95		
		\$1,926.47	Subtotal for Dept.	Council
00049433	XEROX CORPORATION/RBO	\$139.51		
00049420	XEROX CORPORATION/RBO	\$29.28		
00049159	STATE FARM	\$50.00		
00049590	ATLAS OFFICE PRODUCTS	\$7.52		
		\$226.31	Subtotal for Dept.	Engineering
00049316	CASPER STAR TRIBUNE	\$12.00		
00048598	VZWRLSS IVR VB	\$280.07		
00047672	CASPER STAR TRIBUNE	\$1,148.20		
00049565	CODE 4 PUBLIC SAFETY E	\$198.00		
00049315	VZWRLSS MY VZ VB P	\$22.62		
00048543	CASPER STAR TRIBUNE	\$159.20		
00049613	CODE 4 PUBLIC SAFETY	\$198.00		
00047608	TCC COMPLYRIGHT-EFILE	\$38.50		
00049361	GOVERNMENT FINANCE	\$305.00		
00047990	ATLAS OFFICE PRODUCTS	\$553.46		

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00047794 ATLAS OFFICE PRODUCTS	\$314.61		
	\$3,229.66	Subtotal for Dept.	Finance
00049158 BARGREEN WYOMING 25	\$35.50		
00049235 NORCO INC	\$971.37		
00048961 BENTZ SELF SERVICE A	\$44.89		
00049051 NFPA NATL FIRE PROTECT	\$2,349.00		
00049222 NORCO INC	\$89.30		
00049191 SAMSClub #6425	\$837.96		
00048848 SUTHERLANDS 2219	\$74.69		
00048972 PEN PENNWELL SUBSCRIPT	\$29.00		
00048831 SUTHERLANDS 2219	\$46.44		
00049168 SAMS CLUB #6425	\$8.98		
00049241 NORCO INC	\$42.39		
00049003 BUSH-WELLS SPORTING GO	\$1,856.88		
00048760 EXXONMOBIL 47626544	\$59.75		
00049156 BARGREEN WYOMING 25	\$197.70		
00049154 WM SUPERCENTER #1617	\$40.03		
00049162 NAEMSE	\$395.00		
	\$7,078.88	Subtotal for Dept.	Fire
00049181 IN PETERSON EQUIPMENT	\$4,218.60		
00049151 H&E EQUIPMENT SERVICES	\$1.46		
00049534 GREINER MOTOR COMPANY	\$37.10		
00049148 AGP PROPANE SERVICES	\$17.03		
00049144 H&E EQUIPMENT SERVICES	\$27.67		
00049532 JACKS TRUCK AND EQUIPMT - 1325F	\$48.56		
00049140 CMI-TECO - RUMBER	\$597.06		
00049207 GREINER MOTOR COMPANY - HANDLE	\$42.39		
00049258 HENSLEY BATTERY&ELEC	\$109.06		
00049254 IN NUTECH SPECIALTIES	\$699.34		
00049253 C AND M AIR COOLED ENG - RH LI	\$520.14		
00049251 UPS (800) 811-1648	\$82.30		
00049231 CMI-TECO - BRAKE CONTROL	\$362.54		
00049220 JACKS TRUCK AND EQUIPMT	\$46.47		
00049176 GREINER MOTOR COMPANY -BRAKES/	\$459.66		
00049209 GREINER MOTOR COMPANY - Credit	(\$9.11)		
00049136 JACKS TRUCK AND EQUIPMT - DOOR	\$61.00		
00049206 GOODYEAR COMMERCIAL TI	\$154.55		
00049199 WEAR PARTS INC - BOLT	\$2.03		
00049197 JACKS TRUCK AND EQUIPMT - ACCUM	\$69.55		
00049194 NAPA	\$66.96		
00049194 NAPA/7565 BATTERY	\$111.36		
00049183 CASPER TIRE 0000705	\$110.00		
00049180 HOSE & RUBBER SUPPLY I - SPIRA	\$127.06		
00049213 GREINER MOTOR COMPANY - Credit	(\$9.49)		
00049522 GREINER MOTOR COMPANY - Credit	(\$126.14)		
00049062 GREINER MOTOR COMPANY - CORE R	(\$35.05)		
00049055 GREINER MOTOR COMPANY	\$428.91		
00049053 MCCOY SALES CORPORATIO - ADAPT	\$20.13		

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00049052	ALBERTSONS STO00000620	\$14.28
00049052	ALBERTSONS	\$3.99
00049050	NAPA-RAD FLUSH	\$14.97
00049122	SPARTANCHASSIS (APA) - DOOR HA	\$426.63
00049050	NAPA-WHEEL BEARING	\$9.34
00049082	IN PETERSON EQUIPMENT - filte	\$374.14
00049050	NAPA-BATTERIES 7234	\$323.38
00049050	BEARING BELTCHAIN00244	\$367.45
00049050	NAPA-BATERY 7551	\$111.86
00049050	NAPA-BATTERIES CORE	(\$54.04)
00049050	NAPA-BATTERIES CORE	(\$108.08)
00049050	NAPA	(\$2.29)
00049050	NAPA-BATTERY 7565	\$111.36
00049102	WYOMING MACHINERY CO	\$6,714.80
00049274	GOODYEAR COMMERCIAL TI	\$970.11
00049113	DRIVE TRAIN CASPER - Credit	(\$10.95)
00049317	WW GRAINGER - 5EMY7 VALVE	\$45.94
00049111	H&E EQUIPMENT SERVICES - trim	\$10.21
00049110	RESPOND FIRST AID OF W	\$118.48
00049527	GREINER MOTOR COMPANY	\$30.16
00049067	DECKER AUTO GLASS	\$587.92
00049102	WYO MACH-COUPLER PIN	\$239.17
00049078	IN PETERSON EQUIPMENT - FILTE	\$566.14
00049102	WYO MACH-REPAIR FAN MTR	\$981.75
00049571	WHITES MOUNTAIN - EXHAUST GASK	\$28.42
00049102	WYO MACH-STARTER	\$141.00
00049099	DRIVE TRAIN CASPER	\$3.00
00049092	WW GRAINGER	\$40.96
00049087	IN PETERSON EQUIPMENT	\$156.32
00049135	S&S CASPER- PARTS	\$100.30
00049104	WW GRAINGER	\$20.86
00049471	WYO MACH-SCALES LH RH	\$82.48
00049437	NAPA-BEARINGS	\$194.72
00049437	NAPA-60-3256 WIPER BLADES	\$56.60
00049437	NAPA-7565 BATTERY	\$111.36
00049437	NAPA	\$1,022.10
00049437	BEARING BELTCHAIN00244	\$109.79
00049437	NAPA-STS3812M BIT	\$6.80
00049437	NAPA-24245 SEAL/48880640 ROTOR	\$195.44
00049437	NAPA-813-1401 ALL THREAD	\$3.44
00049447	POWER EQUIPMENT CO CPR	\$1,300.95
00049461	WHITES MOUNTAIN	\$175.75
00049462	STOTZ EQUIPMENT	\$358.40
00049470	MILE HIGH GOLF CARS - 21807G1P	\$80.10
00049311	STOTZ EQUIPMENT	\$42.87
00049471	WYO MACH-SCALES SCREED	\$103.62
00049437	NAPA-CORE CREDIT	(\$162.02)
00049471	WYOMING MACHINERY CO - COVERS	\$432.34

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00049471	WYO MACH-SEAT BELT	\$174.25
00049471	WYO MACH-CREDIT COVERS	(\$389.11)
00049472	COM TECH	\$260.41
00049472	COM TECH-REPAIR RADIO	\$570.00
00049472	COMMUNICATION TECHNOLO - RADIO	\$570.00
00049474	WHITES MOUNTAIN - OIL PRESS SE	\$92.91
00049558	FORCE AMERICA DISTRIBU	\$233.62
00049541	TURBO AND DIESEL SERVI REBUILD	\$508.97
00049497	GREINER MOTOR COMPANY - TPMS S	\$54.46
00049543	GOODYEAR COMMERCIAL TI - LT265	\$679.24
00049544	GREINER MOTOR COMPANY - Credit	(\$36.29)
00049505	LN CURTIS	\$18.64
00049471	WYO MACH-CORE CREDIT	(\$22.55)
00049375	BOBCAT OF CASPER	\$115.53
00049289	GOODYEAR COMMERCIAL TI	\$208.08
00049299	GOODYEAR COMMERCIAL TI	\$321.39
00049300	BEARING BELTCHAIN00244	\$43.71
00049301	FRANK J. ZAMBONI & CO.	\$591.18
00049302	GOODYEAR COMMERCIAL TI - Credi	(\$342.29)
00049306	GREINER MOTOR COMPANY - BRAKES	\$274.74
00049050	NAPA-BATTERY CORE	(\$18.08)
00049314	GOODYEAR COMMERCIAL TI	\$656.07
00049050	NAPA-RELAY	\$19.44
00049318	FRANK J. ZAMBONI & CO. - SPEED	\$35.37
00049320	GREINER MOTOR COMPANY - BEARIN	\$19.86
00049322	IN NUTECH SPECIALTIES	\$41.00
00049333	AMERI-TECH EQUIPMENT C	\$73.98
00049566	IN PETERSON EQUIPMENT	\$59.70
00049419	AMERI-TECH EQUIPMENT C - TOGGL	\$38.59
00049281	DRIVE TRAIN CASPER	\$1.32
00049437	NAPA-60-3256 WIPER BLADES	\$56.60
00049437	NAPA-CORE CREDIT	(\$18.08)
00049437	NAPA-CORE CREDIT	(\$18.08)
00049535	JACKS TRUCK AND EQUPMT	\$315.84
00049353	MCCOY SALES CORPORATIO	\$6.96
00049428	WHITES MOUNTAIN - CONNECTOR	\$37.20
00049357	GREINER MOTOR COMPANY - Credit	(\$62.13)
00049417	POWER EQUIPMENT CO CPR - WAFER	\$617.95
00049404	CMI-TECO	\$46.28
00049401	FASTENAL COMPANY01	\$6.01
00049401	FASTENAL COMPANY01	\$6.00
00049390	GOODYEAR COMMERCIAL TI	\$1,196.21
00049437	NAPA-7234 BATTERIES	\$943.74
00049429	ALPINE MOTOR SPORTS	\$694.95
00048748	HONNEN-REPAIRS	\$103.50
00049659	CMI-TECO - FLOOD LAMP TLL44FS	\$52.35
00049660	FASTENAL COMPANY01	\$5.72
00049660	FASTENAL COMPANY01	\$5.72

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00048748	HONNEN-REPAIRS	\$544.00
00048748	HONNEN-REPAIRS	\$68.00
00048748	HONNEN-REPAIRS	\$2,193.02
00048748	HONNEN-REPAIRS	\$2,130.10
00048748	HONNEN-REPAIRS	\$483.00
00048748	HONNN-REPAIRS	\$270.00
00048895	GOODYEAR COMMERCIAL TI	\$298.40
00048748	HONNEN EQUIPMENT 04 - REPAIRS	\$1,617.29
00049050	NAPA-BATTERY CORE	(\$18.08)
00048748	HONNEN-REPAIRS	\$1,786.46
00048748	HONNEN-REPAIRS	\$1,580.33
00048748	HONNEN=REPAIRS	\$1,687.50
00048748	HONNEN-REPAIRS	\$810.00
00048748	HONNEN-REPAIRS	\$2,755.76
00048766	STOTZ EQUIPMENT - BEARING CUP/	\$73.60
00048797	HONNEN EQUIPMENT 04 -WHEEL AT4	\$1,456.53
00048877	GREINER MOTOR COMPANY - ENG HE	\$39.26
00048894	DRIVE TRAIN CASPER - WIPER BLA	\$110.00
00048748	HONNEN-REPAIRS	\$517.50
00048748	HONNEN-REPAIRS	\$2,176.00
00049588	GOODYEAR COMMERCIAL TI	\$2,382.20
00049592	MIDLAND IMPLEMENT CO - AXLE ST	\$268.37
00049594	JACKS TRUCK AND EQUPMT - EXHAU	\$39.69
00049596	GOODYEAR TIRES-9.5L-14 TUBES	\$30.18
00049596	GOODYEAR TIRE-9.5L-14 TUBES	\$30.18
00049315	VZWRLSS MY VZ VB P	\$22.62
00049626	C AND M AIR COOLED ENG - WASHE	\$24.78
00049628	EQUIPMENT COMPANY OF	\$2,457.36
00049630	GREINER MOTOR COMPANY	\$37.10
00049654	JACKS TRUCK AND EQUPMT - HOSE	\$38.66
00048748	HONNEN-REPAIRS	\$1,150.28
00049649	FASTENAL COMPNY01-Credit	(\$6.29)
00048748	HONNEN-REPAIRS	\$1,394.07
00048748	HONNEN-REPAIRS	\$1,923.75
00048748	HONNEN-REPAIRS	\$405.00
00048748	HONNEN-REPAIRS	\$544.00
00048748	HONNEN-REPAIRS	\$202.50
00049637	GREINER MOTOR COMPANY	\$180.50
00049643	DRIVE TRAIN CASPER - 46-1770 L	\$1,047.46
00049648	SQ GOSQ.COM DAVID TER - REPAI	\$275.00
00049649	FASTENAL COMPANY01 - Credit	(\$6.29)
00049581	OSHKOSH CORP MCNEILUS	\$81.10
00049636	GREINER MOTOR COMPANY	\$43.66
00048981	GREINER MOTOR COMPANY	\$39.00
00049035	STOTZ EQUIPMENT - TINES/ADAPTO	\$526.13
00049030	STOTZ EQUIPMENT - AET10632 SEA	\$122.34
00049016	CASPER TIRE 0000705	\$64.95
00049014	GREINER MOTOR COMPANY	\$8.44

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00049011	ASAP RADIATOR AND SUPP - RADIA	\$1,819.78		
00049009	DAVEY COACH-MOTOR & HARNESS AS	\$1,920.56		
00049006	SYN-TECH SYSTEMS	\$2,299.50		
00049001	OSHKOSH CORP MCNEILUS	\$149.21		
00048900	DRIVE TRAIN CASPER	\$56.16		
00049031	HONNEN EQUIPMENT 04 - FILTERS	\$598.28		
00048993	GREINER MOTOR COMPANY	\$205.74		
00049518	HARTZ E&F TOWING & REC	\$75.00		
00048970	GOODYEAR COMMERCIAL TI - 12.5/	\$298.40		
00049514	WHITES MOUNTAIN -OIL LEVEL SEN	\$37.44		
00049046	OSHKOSH CORP MCNEILUS	\$217.54		
00048921	JACKS TRUCK AND EQUIPMT	\$47.92		
00049514	WHITES MOUNTAIN-SPEED SENSOR	\$60.26		
00048944	HENSLEY BATTERY&-BATTERY 11U1L	\$38.87		
00048909	CASPER TIRE 0000705	\$94.00		
00048994	STOTZ EQUIPMENT - BEARING UP	(\$41.39)		
00049050	NAPA-BATTERY CORE	(\$18.08)		
00048912	GREINER MOTOR COMPANY	\$126.14		
00048902	STOTZ EQUIPMENT-SOLENOID VALVE	\$198.48		
00048902	STOTZ-SOLENOID VALVE	\$198.48		
00049050	NAPA-BATTERY CORE	(\$18.08)		
00048963	MIDLAND IMPLEMENT CO	\$762.49		
00049512	GOODYEAR COMMERCIAL TI	\$297.60		
00048930	CENTRAL TRUCK AND DIES	\$37.30		
		\$76,911.35	Subtotal for Dept.	Fleet Maintenance
00049020	TOP OFFICE PRODUCTS IN	\$47.50		
00049247	PAYPAL EZBOOKRECYC	\$14.89		
00048879	COMTRONIX	\$561.00		
00048845	ATLAS OFFICE PRODUCTS	\$47.92		
		\$671.31	Subtotal for Dept.	Fort Caspar
00049025	BAKER-TAYLOR	\$589.02		
00049238	BAKER & TAYLOR - BOOKS - Credi	(\$6.84)		
00048892	K & M INTERNATIONAL IN	\$775.00		
00048776	SQ MY ELONGATED COINS	\$210.80		
		\$1,567.98	Subtotal for Dept.	General - Fort Caspar
00049369	VZWRLSS MY VZ VB P	\$80.02		
00049256	CHARTER COMM	\$134.96		
00049455	CITY TREASURER	\$50.00		
00049551	THE HOME DEPOT #6001	\$102.40		
00049282	MIDLAND IMPLEMENT CO	\$655.15		
		\$1,022.53	Subtotal for Dept.	Golf Course
00049435	WEAR PARTS INC	\$22.25		
00049315	VZWRLSS MY VZ VB P	\$22.62		
00048844	SHEET METAL SPECIALTIE	\$168.65		
00049627	THE HOME DEPOT #6001	\$84.16		
00049409	WEAR PARTS INC	\$54.31		
00049398	WEAR PARTS INC - Credit	(\$57.02)		
00049393	WEAR PARTS INC	\$57.02		

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00049520	NOLAND FEED INC.	\$201.50	
00048841	CPU VENTURE TECH NETWO	\$196.00	
00049069	THE HOME DEPOT #6001	\$32.94	
00049107	WYOMING STEEL AND RECY	\$199.05	
00049182	SUPERIOR INDUSTRIAL SU	\$495.00	
		\$1,476.48	Subtotal for Dept. Hogadon
00048973	ADOBE CREATIVE CLOUD	\$69.98	
00049307	STAPLES 00114181	\$10.71	
00048977	ATLAS OFFICE PRODUCTS	\$61.62	
00049380	ATLAS OFFICE PRODUCTS	\$50.38	
00048801	BAUDVILLE INC.	\$18.45	
00049126	ABSO	\$774.71	
00049091	CASPER EVENTS CENTER	\$96.00	
00049085	CODE 4 PSEA, INC.	\$99.00	
00049160	IN POWDER RIVER SHRED	\$70.00	
00048792	ADOBE CREATIVE CLOUD - Credit	(\$37.59)	
		\$1,213.26	Subtotal for Dept. Human Resources
00048837	SAMSClub #6425	\$41.55	
00049048	SAMS CLUB #6425	\$52.62	
00049261	PILOT 00007591	\$25.00	
00048920	SQ PAPA JOHNS	\$51.94	
00049008	THE HOME DEPOT #6001	\$1.08	
00049153	SAMS INTERNET	\$192.84	
00049000	FARMER BROS CO	\$56.20	
00048896	COMTRONIX	\$108.00	
		\$529.23	Subtotal for Dept. Ice Arena
00048889	MISAC	\$130.00	
00049602	ATLAS OFFICE PRODUCTS	\$431.48	
		\$561.48	Subtotal for Dept. Information Services
00049218	NORCO INC	\$82.04	
00049177	BAILEYS ACE HDWE	\$12.99	
00048965	ALL CREATURES VETERINA	\$156.31	
00049171	CRUM ELECTRIC SUPPLY C	\$84.24	
		\$335.58	Subtotal for Dept. Metro Animal
00049466	QUALITY OFFICE SOLUTIO	\$28.95	
00049466	QUALITY OFFICE SOLUTIO	\$3.04	
		\$31.99	Subtotal for Dept. Metropolitan Planning
00049059	MOUNTAIN STATES LITHOG	\$296.00	
00048295	WM SUPERCENTER #3778	\$1.87	
00049029	ACTION BAIL BONDS	\$345.23	
00048957	ATLAS OFFICE PRODUCTS	\$9.47	
00049049	TOP OFFICE PRODUCTS IN	\$38.00	
		\$690.57	Subtotal for Dept. Municipal Court
00049490	ACTION GLASS INC	\$675.00	
		\$675.00	Subtotal for Dept. Parking
00048796	CPS DISTRIBUTORS INC C	\$227.72	
00048925	BLOEDORN LUMBER CASPER	\$22.83	

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00049315	VZWRLSS MY VZ VB P	\$146.66	
00048940	WW GRAINGER	\$27.06	
00048997	VZWRLSS IVR VB	\$40.03	
00048922	HOODS EQUIPMENT & SPRI	\$213.03	
00049123	WEAR PARTS INC	\$47.74	
00048946	NORCO INC	\$254.09	
00049103	BAILEYS ACE HDWE	\$49.97	
00048890	HOSE & RUBBER SUPPLY I	\$132.25	
00048954	BLOEDORN LUMBER CASPER	\$23.70	
00049143	BAILEYS ACE HDWE	\$37.99	
00049083	WW GRAINGER	\$6.40	
00049032	WEAR PARTS INC	\$18.04	
00048816	INTERMOUNTAIN MOTOR SA	\$474.25	
00048992	BLOEDORN LUMBER CASPER	\$219.90	
00049096	CPS DISTRIBUTORS INC C	\$82.79	
00049080	CASPER CONTRACTORS SUP	\$25.02	
00049045	NORCO INC	\$3.90	
00049042	WW GRAINGER	\$21.93	
00048882	AMERICAN SWING PRODUCT	\$359.10	
00049312	CPS DISTRIBUTORS INC C	\$109.15	
00049131	ALBERTSONS STO00000620	\$24.95	
00049150	MURDOCH'S RANCH & HOME	\$9.96	
00049157	BAILEYS ACE HDWE	\$19.96	
00049164	BLOEDORN LUMBER CASPER	\$15.52	
00049165	BRIDGER STEEL CASPER	\$350.00	
00049196	BLOEDORN LUMBER CASPER	\$24.84	
00049201	CPS DISTRIBUTORS INC C	\$48.71	
00049246	SHERWIN WILLIAMS 70343	\$183.00	
00049249	WW GRAINGER	\$10.88	
00049309	WYOMING STEEL AND RECY	\$38.50	
00049124	CASPER CONTRACTORS SUP	\$23.98	
00049346	CASPER CONTRACTORS SUP	\$14.90	
00049385	CPS DISTRIBUTORS INC C	\$20.00	
00049125	WEAR PARTS INC	\$14.16	
00049294	THE HOME DEPOT #6001	\$10.04	
		\$3,352.95	Subtotal for Dept. Parks
00049076	ATLAS OFFICE PRODUCTS	\$111.56	
00049475	CASPER STAR TRIBUNE	\$59.00	
00048942	RICOH USA, INC	\$244.97	
		\$415.53	Subtotal for Dept. Planning
00047967	MR AL'S	\$28.93	
00049010	ALBERTSONS STO00000620	\$15.98	
00048996	CODE 4 PUBLIC SAFETY E	\$99.00	
00047960	HOLIDAY INN ROCK SPRIN	\$317.19	
00048971	SMASHBURGER #1132	\$11.27	
00048871	WENDYS #405	\$8.58	
00048952	WM SUPERCENTER #1617	\$15.60	
00048929	LOVE S COUNTRY00002204	\$25.39	

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00047904	SUBWAY	00060798	\$8.00
00047844	JIMMY JOHNS - 2257		\$9.02
00048949	SIRCHIE FINGER PRINT L		\$84.76
00046561	THE RED ZONE SPORTS BA		\$39.64
00047887	CAFE RIO ROCK SPRINGS		\$12.16
00048298	MCDONALD'S F35345		\$8.37
00046562	CASPER STAR TRIBUNE		\$286.00
00046663	MERBACK AWARDS COMPANY		\$241.75
00048932	STAPLES	00114181 - Credi	(\$34.99)
00047883	APPLEBEES NEIG98298508		\$21.42
00046813	MAVERIK #346		\$26.71
00047876	BONSAI RESTAURANT		\$24.06
00047954	SUBWAY	00060798	\$8.00
00048570	THE TRAILHEAD		\$8.49
00048457	THE HOME DEPOT #6001		\$36.14
00048472	THE TRAILHEAD		\$6.96
00048501	THE TRAILHEAD		\$12.26
00048511	ARBYS 5740		\$6.60
00048516	HOLIDAY INN RIVERTON		\$485.05
00048517	THE TRAILHEAD		\$6.03
00048309	DAIRY QUEEN #11301 QPS		\$6.70
00048542	THE TRAILHEAD		\$10.78
00048441	WM SUPERCENTER #3778		\$83.93
00048572	THE BREADBOARD		\$9.24
00048580	PIT STOP #2		\$26.00
00048915	WYOMING CAMERA		\$85.00
00048659	CPU VENTURE TECH NETWO		\$73.94
00048908	STAPLES	00114181	\$34.99
00048842	ATLAS OFFICE PRODUCTS		\$829.64
00048854	COCA COLA BOTTLING CO		\$82.95
00048519	THE BREADBOARD		\$13.37
00048386	ARBYS 5740		\$6.38
00049040	WAL-MART #1617 - Credit		(\$15.66)
00048312	MCDONALD'S F35345		\$6.27
00048974	CONOCO - SEI 35708		\$21.57
00048314	QTS RESTAURANT RIVERTO		\$20.51
00048334	DAIRY QUEEN #11301 QPS		\$8.48
00048351	MCDONALD'S F35345		\$6.27
00048355	ARBYS 5740		\$9.64
00048443	ARBYS 5740		\$7.54
00048371	PERRETT'S		\$11.70
00048442	TACO JOHN'S RIVERT		\$6.28
00048388	PERRETT'S		\$12.00
00048406	QTS RESTAURANT RIVERTO		\$20.52
00048410	TACO JOHN'S RIVERT		\$9.84
00048413	CENTRAL WYOMING COLLEG		\$7.35
00048418	MCDONALD'S F35345		\$6.49
00048420	QTS RESTAURANT RIVERTO		\$13.54

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00048304	QTS RESTAURANT RIVERTO	\$30.42	
00048370	MCDONALD'S F35345	\$8.37	
00049275	RADISSON HOTEL	\$471.68	
00049370	COCA COLA BOTTLING CO	\$58.80	
00049368	VZWRLSS IVR VB	\$1,084.95	
00049367	ATLAS OFFICE PRODUCTS	\$540.45	
00049319	ALBERTSONS STO00000604	\$14.48	
00049139	RADISSON HOTEL	\$15.00	
00049146	RADISSON HOTEL	\$24.97	
00049304	B & B RUBBER STAMP SHO	\$43.90	
00049378	NMI NATIONWIDE	\$50.00	
00049303	RADISSON HOTEL	\$97.90	
00049351	THE HOME DEPOT #6001	\$15.72	
00049098	OVR O.CO/OVERSTOCK.CO	\$102.99	
00049137	FREMONT MOTOR CASPER I	\$28.22	
00049272	PILOT 00007591	\$20.25	
00049101	RESPOND FIRST AID OF W	\$64.61	
00049237	EXXONMOBIL 47736855	\$14.21	
00049221	BEARING BELTCHAIN00244	\$214.00	
00049230	RADISSON HOTEL	\$15.00	
00049115	CHIPOTLE 1014	\$22.79	
00049044	LARAMIE LAZER	\$10.00	
00049403	TLO TRANSUNION	\$113.00	
00049423	RICOH USA, INC	\$52.67	
00046516	IN OLDE MASTER ORIGIN	\$294.50	
00049412	VZWRLSS IVR VB	\$4,360.78	
00049097	PUBLIC AGENCY TRAINING	\$295.00	
00049061	SAFEWAY FUEL 10024669	\$23.70	
00049399	ATLAS OFFICE PRODUCTS	\$492.52	
00049394	MOUNTAIN STATES LITHOG	\$159.35	
00049070	PANDA EXPRESS 1323	\$9.38	
		\$11,983.24	Subtotal for Dept. Police
00048768	PEAVEY CORP.	\$547.80	
00048832	AMAZON.COM AMZN.COM/BI	\$119.90	
00048208	EAST WAVE FUSION	\$25.15	
00049027	SIRCHIE FINGER PRINT L	\$206.90	
00048743	THE OLIVE GARD00018283	\$88.66	
00049129	SIRCHIE FINGER PRINT L	\$2,405.45	
		\$3,393.86	Subtotal for Dept. Police Grants
00049243	CASPER CONTRACTORS SUP	\$12.13	
00049193	WW GRAINGER	\$41.68	
00049202	CRUM ELECTRIC SUPPLY C	\$24.10	
00049280	URGENT CARE OF CASPER	\$835.00	
00049228	WW GRAINGER	\$291.76	
		\$1,204.67	Subtotal for Dept. Property & Liability Insurance
00049463	SAMSClub #6425 - Credit	(\$38.88)	
00048905	SAMSClub #6425	\$16.46	
00049542	CONOCO - STOP-N-GO	\$40.00	

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00049295	CREATIONS UNLIMITED	\$106.78	
00048896	COMTRONIX	\$108.00	
00049502	THEPLAINSHOTEL-RTL	\$173.80	
00049530	ALBERTSONS STO00000620	\$11.68	
00048986	USPS 57155804730311021	\$7.54	
00049545	PLAINS HOTEL-FOODBEV	\$13.00	
00049064	SAMS CLUB #6425	\$212.43	
00049413	CASPER STAR TRIBUNE	\$227.86	
00048953	USPS 57155809430310940	\$6.47	
	\$885.14		Subtotal for Dept. Recreation
00049084	HOSE & RUBBER SUPPLY I	\$54.18	
00049073	CASPER TIRE 0000705	\$32.50	
00049057	CASPER TIRE 0000705	\$32.50	
00049019	RMI WYOMING INC	\$268.00	
00049013	MOUNTAIN STATES PLASTI	\$5,554.50	
00048999	CMI-TECO	\$766.21	
00048987	THE HOME DEPOT #6001	\$209.55	
00048803	ALSCO INC.	\$177.04	
00048995	CMI-TECO	\$2,081.40	
00048989	SAMSClub #6425	\$119.84	
00049431	IN GREAT PLAINS CLEAN	\$713.30	
00049445	THE HOME DEPOT #6001 - Credit	(\$10.38)	
00049313	CASPER TIRE 0000705	\$32.50	
00049451	COLDSTONE #2100	\$350.00	
00049454	THE HOME DEPOT #6001	\$175.76	
00049477	THE HOME DEPOT #6001	\$110.00	
00049494	IN PEDENS INC.	\$995.00	
00049500	MENARDS CASPER WY	\$67.96	
00049285	AIRGAS CENTRAL	\$166.16	
00049278	BEARING BELTCHAIN00244	\$661.00	
00049173	CASPER TIRE 0000705	\$65.00	
00049132	THE HOME DEPOT #6001	\$217.96	
00049288	QUALITY OFFICE Solutio	\$222.99	
00049245	CASPER TIRE 0000705	\$32.50	
00049215	WYOMING STEEL AND RECY	\$6,308.30	
00049234	THE HOME DEPOT #6001	\$83.90	
00049232	WYOMING RENTS LLC	\$6.60	
00049186	BAILEYS ACE HDWE	\$131.29	
00049174	WYOMING RENTS LLC	\$365.00	
00049188	MENARDS CASPER WY	\$189.64	
00049227	BAILEYS ACE HDWE	\$32.96	
	\$20,213.16		Subtotal for Dept. Refuse Collection
00048729	ALSCO INC.	\$286.85	
00049203	IN NEVEREST EQUIPMENT	\$100.00	
00048906	CASPER STAR TRIBUNE	\$1,081.24	
00048913	BRECK MEDIA GROUP WY	\$1,000.00	
00048910	SAMSClub #6425	\$79.90	
00048917	WW GRAINGER	\$894.15	

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00048947	WATERWORKS INDUSTRIES	\$470.39		
00049203	IN NEVEREST EQUIPMENT	\$294.00		
00048666	FACEBK YACLDJJKH2	\$135.12		
00049264	ATLAS OFFICE PRODUCTS	\$12.37		
00049315	VZWRLSS MY VZ VB P	\$22.62		
		\$4,376.64	Subtotal for Dept.	Sewer
00049127	FEDEX 784062412830	\$20.36		
00048886	CASPER CONTRACTORS SUP	\$68.72		
00048901	TOP OFFICE PRODUCTS IN	\$58.60		
00048960	CASPER WINLECTRIC CO	\$121.52		
00049271	NORCO INC	\$157.59		
00049315	VZWRLSS MY VZ VB P	\$22.62		
00049056	NORCO INC	\$421.47		
00049350	ALSCO INC.	\$846.90		
00049023	SHERWIN-WILLIAMS 70896 - Credi	(\$1.86)		
		\$1,715.92	Subtotal for Dept.	Streets
00048959	CASPER STAR TRIBUNE	\$430.08		
00048874	JFH DISTRIBUTING INC	\$343.58		
00049179	CPS DISTRIBUTORS INC C	\$19.00		
00049192	HACH COMPANY	\$414.14		
00049077	USPS 57155804730311021	\$7.78		
00048967	NORTHROP BOILER WORKS	\$170.00		
00049081	OWPSACSTATE	\$110.00		
00049334	HONNEN EQUIPMENT 04	\$342.08		
00049149	HOSE & RUBBER SUPPLY I	\$155.73		
00048936	GOLDEN RAILINGS INC	\$197.00		
00049276	USPS 57155804730311021	\$7.57		
00048934	FERGUSON ENT #3069	\$5.65		
00049259	ENVIRONMENTAL EXPRESS	\$145.23		
00049214	DEWITT WATER SYS & SER	\$50.00		
00048850	SERPENTIX CONVEYOR COR	\$281.10		
00048793	BAILEYS ACE HDWE - Credit	(\$48.09)		
00048918	WESTERN SLING CO	\$8.92		
00048898	NORTHROP BOILER WORKS	\$264.23		
00048876	HENSLEY BATTERY&ELEC	\$52.25		
00048852	MOUNTAIN STATES LITHOG	\$44.65		
00049315	VZWRLSS MY VZ VB P	\$45.23		
00048828	NORCO INC	\$20.02		
00048799	USPS 57155804730311021	\$7.78		
00048794	BAILEYS ACE HDWE	\$45.80		
00048764	PURVIS INDUSTRIES 67	\$35.60		
00048808	BAILEYS ACE HDWE	\$48.09		
00048765	BAILEYS ACE HDWE	\$55.34		
00048728	ALSCO INC.	\$554.10		
00048853	FERGUSON ENT #3069	\$58.34		
		\$3,871.20	Subtotal for Dept.	Waste Water
00049233	MOBILE CONCRETE, INC	\$1,351.00		
00048951	AWWA.ORG	\$60.00		

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00049138	TRACTOR SUPPLY CO #199	\$23.98	
00049422	UNION WIRELESS	\$130.13	
00049264	ATLAS OFFICE PRODUCTS	\$15.12	
00049121	HENSLEY BATTERY&ELEC	\$26.95	
00049114	WATERWORKS INDUSTRIES	\$45.46	
00049108	TOP OFFICE PRODUCTS IN	\$73.50	
00049100	ANIXTER INC - UPS	\$1,682.00	
00049074	THE HOME DEPOT #6001	\$47.84	
00049134	WATERWORKS INDUSTRIES	\$278.80	
00049263	BEARING BELTCHAIN00244	\$47.79	
00049332	FERGUSON ENT #3069	\$26.00	
00049267	CASPER CONTRACTORS SUP	\$331.89	
00049270	SUTHERLANDS 2219	\$28.95	
00049071	INBERG-MILLER ENGINEER	\$210.00	
00049119	UNITED STATES WELDING	\$19.57	
00049277	DANA KEPNER CO.	\$377.20	
00049358	ENERGY LABORATORIES, I	\$25.00	
00049293	THE HOME DEPOT #6001	\$22.91	
00049339	ENERGY LABORATORIES, I	\$100.00	
00049336	DANA KEPNER CO.	\$701.24	
00049330	ATLAS OFFICE PRODUCTS	\$1.91	
00049363	ENERGY LABORATORIES, I	\$160.00	
00048623	FINISH LINE SYSTEMS LL	\$7,041.00	
00049007	FEDEX 784034647612	\$35.96	
00049022	SUTHERLANDS 2219	\$11.55	
00049012	MOUNTAIN STATES LITHOG	\$109.20	
00048991	RMI WYOMING INC	\$640.31	
00048593	NATIONAL METER AND AUT	\$1,312.87	
00048964	CASPER STAR TRIBUNE	\$213.64	
00049315	VZWRLSS MY VZ VB P	\$71.50	
00047853	GUNNERS METERS	\$961.00	
		\$16,184.27	Subtotal for Dept. Water
00049015	COASTAL CHEMICAL CO LL	\$173.41	
00049345	UPS 0000008F045W386	\$58.87	
00049041	THE HOME DEPOT #6001	\$9.33	
00049279	UNITED STATES WELDING	\$2,859.56	
00048625	SUTHERLANDS 2219	\$22.99	
00048644	AUDIES SMALL ENGINE	\$116.64	
00048662	ATLAS OFFICE PRODUCTS	\$183.56	
00048713	ALSCO INC.	\$180.00	
00049105	ENERGY LABORATORIES	\$750.00	
00049130	UNITED STATES WELDING	\$3,037.88	
00048733	CASPER WINCO SUPPLY CO	\$54.00	
00049161	WW GRAINGER	\$258.40	
00048754	CASPER WINCO SUPPLY CO	\$218.62	
00049408	PIZZA HUT #240	\$70.44	
00049342	ATLAS OFFICE PRODUCTS	\$43.08	
00049002	XEROX CORPORATION/RBO	\$218.94	

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

P-CARD VENDORS

00049208 WW GRAINGER	\$454.50	
00049211 USPS 57155809430310940	\$16.02	
00048938 DXP ENTERPRISES	\$352.94	
00048872 FERGUSON ENT #3069	\$221.69	
00049315 VZWRLSS MY VZ VB P	\$22.62	
00049178 WW GRAINGER	\$228.75	
00049088 WW GRAINGER	\$606.00	
00049090 UPS 0000008F045W376	\$92.43	
00049089 WW GRAINGER	\$95.85	
	\$10,346.52	Subtotal for Dept. Water Treatment Plant
00049331 STAPLES 00114181	\$63.98	
00049106 CPS DISTRIBUTORS INC C	\$12.18	
00049165 BRIDGER STEEL CASPER	\$343.43	
	\$419.59	Subtotal for Dept. Weed And Pest
	\$235,957.94	Subtotal for Vendor

PEGGY BROOKER

RIN0027076 HISTORIC PRESERVATION	\$300.00	
	\$300.00	Subtotal for Dept. Fort Caspar
	\$300.00	Subtotal for Vendor

PEPPER TANK & CONTRACTING

90695 PRIMARY CLARIFIER REPAIR PART	\$150.00	
	\$150.00	Subtotal for Dept. Waste Water
	\$150.00	Subtotal for Vendor

PEPSI COLA OF CASPER

153385 PRODUCT	\$290.00	
153384 CREDIT MEMO	(\$1,119.00)	
153311 CREDIT MEMO	(\$296.00)	
2199002705 PRODUCT	\$561.00	
2199003391 PRODUCT	\$2,435.50	
153048 CREDIT MEMO	(\$70.00)	
	\$1,801.50	Subtotal for Dept. Casper Events Center
2110000267 PRODUCT	\$199.00	
2110000268 CREDIT MEMO	(\$50.00)	
	\$149.00	Subtotal for Dept. Ice Arena
	\$1,950.50	Subtotal for Vendor

PLATTE RIVER CROSSING

284644 GENERATOR REPAIR	\$4,102.88	
	\$4,102.88	Subtotal for Dept. Communications Center
	\$4,102.88	Subtotal for Vendor

POSTAL PROS, INC.

2874 SUMMER NEWSLETTER	\$1,440.00	
	\$1,440.00	Subtotal for Dept. Council

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

POSTAL PROS, INC.

2871 UTILITY BILLING	\$2,754.39	
2873 UTILITY BILLING	\$249.20	
2870 UTILITY BILLING	\$866.29	
2872 UTILITY BILLING	\$2,491.62	
37212 WEB POSTING	\$3,609.29	
	\$9,970.79	Subtotal for Dept. Finance
	\$11,410.79	Subtotal for Vendor

PRINTWORKS

11103 PASSED/APPROVED TAGS	\$192.12	
11102 THANK YOU CARDS	\$94.38	
11099 PASSED/APPROVED TAGS	\$75.51	
	\$362.01	Subtotal for Dept. Code Enforcement
	\$362.01	Subtotal for Vendor

PRO FLOORING, LLC

5296 LIFESTEPS FLOORING	\$19,417.00	
	\$19,417.00	Subtotal for Dept. CDBG
	\$19,417.00	Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/143973 MONTHLY SERVICE	\$1,954.30	
	\$1,954.30	Subtotal for Dept. Metro Animal
1276/143974 MONTHLY SERVICE	\$542.86	
	\$542.86	Subtotal for Dept. Water
	\$2,497.16	Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016809231604 ELECTRICITY	\$167.57	
	\$167.57	Subtotal for Dept. Buildings & Structures
54730761-115 2 ELECTRICITY	\$85.15	
	\$85.15	Subtotal for Dept. Parks
RIN0027053 ELECTRICITY	\$11,670.62	
RIN0027053 ELECTRICITY	\$100,964.48	
	\$112,635.10	Subtotal for Dept. Water Treatment Plant
	\$112,887.82	Subtotal for Vendor

RYAN SHELLENBERGER

RIN0027078 REIMBURSE TRAINING	\$36.00	
	\$36.00	Subtotal for Dept. Information Services
	\$36.00	Subtotal for Vendor

SCHERER BROTHERS CONSTRUCTION INC.

091216 SAND	\$7,422.00	
	\$7,422.00	Subtotal for Dept. Water
	\$7,422.00	Subtotal for Vendor

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

SCHWARTZ, BON, WALKER, & STUDER, LLC.

6664 LEGAL - INVESTIGATION

\$4,474.65
\$4,474.65 Subtotal for Dept. Property & Liability Insurance
\$4,474.65 Subtotal for Vendor

SCOTT, WILLIAM

0027269602 UTILITY REFUND

\$38.16
\$38.16 Subtotal for Dept. Water
\$38.16 Subtotal for Vendor

SENIOR PATIENT ADVOCATES

2016-0474 SERVICES

\$450.00
\$450.00 Subtotal for Dept. Health Insurance
\$450.00 Subtotal for Vendor

SETH WHEELER

RIN0026987 TUITION REIMBURSEMENT

\$594.00
\$594.00 Subtotal for Dept. Police
\$594.00 Subtotal for Vendor

SHOSHONE DISTRIBUTING CO., INC.

4434 POSTCARDS/CALENDARS

\$1,131.00
\$1,131.00 Subtotal for Dept. General - Fort Caspar
\$1,131.00 Subtotal for Vendor

SIMON WELLS

RIN0027064 CRITICAL THINKING TRAINING

\$4,000.00
\$4,000.00 Subtotal for Dept. Police Grants
\$4,000.00 Subtotal for Vendor

SKYLINE RANCHES

RIN0027047 201 SEWER

RIN0027047 201 SEWER

RIN0027047 201 SEWER

\$781.26
(\$78.12)
\$703.14 Subtotal for Dept. Sewer
(\$457.40)
(\$457.40) Subtotal for Dept. Waste Water
\$245.74 Subtotal for Vendor

SOURCE GAS DIST. LLC

201181586071 NATURAL GAS

207408051483 NATURAL GAS

207408051487 NATURAL GAS

201181586367 NATURAL GAS

201092667534 NATURAL GAS

\$2,181.79
\$4,666.93
\$6,848.72 Subtotal for Dept. Aquatics
\$284.61
\$284.61 Subtotal for Dept. Balefill
\$15.00
\$15.00 Subtotal for Dept. Buildings & Structures
\$365.50
\$365.50 Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

SOURCE GAS DIST. LLC

207408051432 NATURAL GAS	\$35.06		
	\$35.06	Subtotal for Dept.	Cemetery
401000186230 NATURAL GAS	\$30.05		
201804309381 NATURAL GAS	\$15.49		
201537442353 NATURAL GAS	\$70.00		
207408051437 NATURAL GAS	\$502.75		
	\$618.29	Subtotal for Dept.	City Hall
201181588690 NATURAL GAS	\$27.71		
207408051492 NATURAL GAS	\$255.04		
	\$282.75	Subtotal for Dept.	Fire
201092669133 NATURAL GAS	\$342.99		
	\$342.99	Subtotal for Dept.	Fleet Maintenance
201537444054 NATURAL GAS	\$101.16		
	\$101.16	Subtotal for Dept.	Fort Caspar
201359479253 NATURAL GAS	\$39.14		
	\$39.14	Subtotal for Dept.	Golf Course
201181586072 NATURAL GAS	\$285.68		
	\$285.68	Subtotal for Dept.	Ice Arena
201181589864 NATURAL GAS	\$97.53		
	\$97.53	Subtotal for Dept.	Metro Animal
201004059022 NATURAL GAS	\$3,651.40		
	\$3,651.40	Subtotal for Dept.	Parks
201537442377 NATURAL GAS	\$982.28		
	\$982.28	Subtotal for Dept.	Recreation
201359481044 NATURAL GAS	\$14.69		
	\$14.69	Subtotal for Dept.	Sewer
207408051486 NATURAL GAS	\$1,156.08		
	\$1,156.08	Subtotal for Dept.	Waste Water
207408051485 NATURAL GAS	\$75.00		
	\$75.00	Subtotal for Dept.	Water
201537444173 NATURAL GAS	\$431.30		
	\$431.30	Subtotal for Dept.	Water Treatment Plant
	\$15,627.18	Subtotal for Vendor	

SPECTRA VENUE MANAGEMENT

RIN0027081 ESTABLISH OPERATING ACCOUNT	\$182,613.00		
	\$182,613.00	Subtotal for Dept.	Casper Events Center
	\$182,613.00	Subtotal for Vendor	

STEALTH PARTNER GROUP

RIN0027070 STOP LOSS INSURANCE	\$58,052.10		
	\$58,052.10	Subtotal for Dept.	Health Insurance
	\$58,052.10	Subtotal for Vendor	

STEELMAN, AUDREY

0027269594 UTILITY REFUND	\$50.57		
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Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

STEELMAN, AUDREY

\$50.57 Subtotal for Dept. Water

\$50.57 Subtotal for Vendor

STEWART, SHERRY

0027269598 UTILITY REFUND

\$43.81

\$43.81 Subtotal for Dept. Water

\$43.81 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

609150258 PRODUCT

\$540.73

609190123 PRODUCT

\$47.67

609150259 PRODUCT

\$834.35

609160246 PRODUCT

\$634.17

609190123 PRODUCT

\$261.16

\$2,318.08 Subtotal for Dept. Casper Events Center

\$2,318.08 Subtotal for Vendor

TERRACON

T817697 FACILITY AIR EMISSIONS

\$290.00

\$290.00 Subtotal for Dept. Balefill

\$290.00 Subtotal for Vendor

TIFFANY ELHART

777236763382 CLOTHING REIMBURSEMENT

\$186.70

\$186.70 Subtotal for Dept. Police

\$186.70 Subtotal for Vendor

URBAN INTERACTIVE STUDIO, LLC

UIS-INV-11147 COMP PLAN

\$23.77

UIS-INV-11147 COMP PLAN

\$226.23

\$250.00 Subtotal for Dept. Metropolitan Planning

\$250.00 Subtotal for Vendor

VENTURE TECHNOLOGIES

SIN016759 TELECOMMUNICATIONS

\$625.77

\$625.77 Subtotal for Dept. Communications Center

\$625.77 Subtotal for Vendor

VENTURE TECHNOLOGIES/ISC, INC.

SIN016826 ANNUAL MAINTENANCE

\$1,362.72

\$1,362.72 Subtotal for Dept. Information Services

\$1,362.72 Subtotal for Vendor

VISION SVC. PLAN

RIN0027066 BENEFITS PAYABLE

\$47.70

RIN0027067 BENEFITS PAYABLE

\$1,613.00

\$1,660.70 Subtotal for Dept. Health Insurance

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

VISION SVC. PLAN

\$1,660.70 Subtotal for Vendor

VOLK, JEREMIAH

0027320506 UTILITY REFUND

\$60.07

\$60.07 Subtotal for Dept. Water

\$60.07 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0027032 BOOSTER IRRIGATION WATER

\$136.60

\$136.60 Subtotal for Dept. Water Treatment Plant

\$136.60 Subtotal for Vendor

WASTE WATER TREATMENT

1337/143981 MONTHLY SUMP CLEANING

\$600.00

\$600.00 Subtotal for Dept. Balefill

1276/144232 201 SEWER

\$300,960.24

\$300,960.24 Subtotal for Dept. Sewer

\$301,560.24 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC15031-1010 CHILLER REPLACEMENT

\$300.00

\$300.00 Subtotal for Dept. Casper Events Center

\$300.00 Subtotal for Vendor

WESTERN BUSINESS SOLUTIONS

7887 LICENSE CASH REGISTER

\$495.00

\$495.00 Subtotal for Dept. Fort Caspar

\$495.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

142020007 ROBERTSON RD TRAIL EXTENSION

\$5,819.52

160360003 ROBERTSON RD TRAIL EXTENTION

\$126.25

142020007 ROBERTSON RD TRAIL EXTENSION

\$1,454.88

160360003 ROBERTSON RD TRAIL EXTENSION

\$505.00

\$7,905.65 Subtotal for Dept. Parks

160080006 15TH & ELM STREET IMPROVEMENTS

\$26,210.39

160580006 K STREET IMPROVEMENTS

\$20,461.00

\$46,671.39 Subtotal for Dept. Streets

\$54,577.04 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0027046 201 SEWER

\$3,471.00

RIN0027046 201 SEWER

(\$347.10)

\$3,123.90 Subtotal for Dept. Sewer

RIN0027046 201 SEWER

(\$1,473.33)

(\$1,473.33) Subtotal for Dept. Waste Water

\$1,650.57 Subtotal for Vendor

Bills and Claims

City of Casper

21-Sep-16 to 04-Oct-16

WLC ENGINEERING - SURVEYING - PLANNING

2016-11057 WASHINGTON PARK BLEACHERS

\$10,242.75
\$10,242.75 Subtotal for Dept. Parks
\$10,242.75 Subtotal for Vendor

WY. CHILD & FAMILY DEVELOPMENT, INC.

RIN0027051 REIMBURSE MOVE CHARGES

\$898.96
\$898.96 Subtotal for Dept. Life Steps Campus
\$898.96 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000083644 CONSTRUCTION SVCS I-25/SHOSHON

\$2,395.05
\$2,395.05 Subtotal for Dept. Parks
\$2,395.05 Subtotal for Vendor

WY. LAW ENFORCEMENT ACADEMY

S-9789 EVO INSTRUCTOR TRAINING

\$620.00
\$620.00 Subtotal for Dept. Police
\$620.00 Subtotal for Vendor

WY. WATER QUALITY & POLLUTION CONTROL ASSOC.

2011-1715A WDEQ LICENSE-REQUIRED TRAINING

\$1,340.00
\$1,340.00 Subtotal for Dept. Sewer
\$1,340.00 Subtotal for Vendor

WYOMING FOOD BANK OF THE ROCKIES

201601 FUNDING

\$91,475.00
\$91,475.00 Subtotal for Dept. One Cent #15
\$91,475.00 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

August2016 FUNDING

\$4,478.60
\$4,478.60 Subtotal for Dept. Social Community Services
\$4,478.60 Subtotal for Vendor

ZAC LOWNDES

RIN0027065 TUITION REIMBURSEMENT

\$376.88
\$376.88 Subtotal for Dept. Police
\$376.88 Subtotal for Vendor

Grand Total \$2,779,882.41

Approved By:

On:

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
010/04/16

Payroll Disbursements

9/22/16	CITY/FIRE PAYROLL	\$	1,279,901.44
9/22/16	BENEFITS & DEDUCTIONS	\$	181,767.61

Total Payroll \$ 1,461,669.05

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

September 29, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish October 18, 2016, as the public hearing date for consideration of a zone change of Lots 1 - 3, Block 3; Lot 1, Block 4; and Lot 1 Block 2; Harmony Hills Addition No. 2 – Phase 2.

Recommendation:

That Council, by minute action, establish October 18, 2016, as the public hearing date for consideration of a zone change of Lots 1 - 3, Block 3; Lot 1, Block 4; and Lot 1 Block 2; Harmony Hills Addition No. 2 – Phase 2; located at 1725, 1625, 1575, 1525, and 4911 Yesness Court, from C-2 (General Business) to R-2 (One Unit Residential).

Summary:

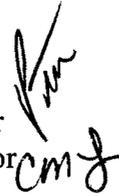
The applicants in this case have applied for a zone change of five (5) lots in the Harmony Hills development area, east of South Poplar Street, along the south side of Yesness Court. The lots are currently vacant, zoned C-2 (General Business), and are planned for development as single-family residential homes. The majority of the Harmony Hills development is zoned C-2 (General Business), which allows mixed land uses, including residential, offices, and commercial uses. Although single-family residential homes are a permitted use in the C-2 (General Business) zoning district, a zone change of the lots to R-2 (One Unit Residential) has become necessary because of financing complications. The applicants have found that there are no comparable single-family homes located in a C-2 (General Business) zoning district in Casper, by which appraisals can be based, and financing can be secured. The applicants have stated that federal financing regulations have changed, which has had the unintended consequence of complicating appraisal requirements.

The Planning and Zoning Commission recommended approval of the requested zone change after a public hearing on September 15, 2016. There were no public comments received.

September 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director
Pete Meyers, Assistant Support Services Director
Carla Mills-Laatsch, Customer Service Supervisor



SUBJECT: Establish Public Hearing for Transfer of Ownership for Microbrewery No. 1, Wyoming State Brewing Company, LLC., d.b.a Wyoming State Brewing Company located at 256 South Center Street.

Recommendation:

That Council, by minute action, establish November 1, 2016, as the Public Hearing date for the consideration of a Transfer of Ownership for Microbrewery No. 1, Wyoming State Brewing Company, LLC., d.b.a Wyoming State Brewing Company located at 256 South Center Street. Microbrewery is a commercial enterprise at a single location.

Summary:

An application has been received for a Transfer of Ownership for Microbrewery No. 1, Wyoming State Brewing Company, LLC., d.b.a Wyoming State Brewing Company located at 256 South Center Street.

The conditions for holding a Microbrewery liquor license are:

- A microbrewery permit may sell on site its brewed product for off-premises personal consumption, not for retail sale, in packaging of bottles, cans, or packs of an aggregate volume not to exceed two thousand ounces per sale.
- All microbrewed products for off-premise personal consumption shall be packaged in a sealed container prior to leaving the premises. Such seal shall be of such a nature as to indicate whether the container has been opened subsequent to the most recent purchase of a beverage in that container.
- May not produce more than fifty thousand (50,000) barrels per year and no less than fifty (50) barrels per year of malt beverage.

Tony Cercy and Cole Cercy have purchased one hundred percent of Wyoming State Brewery Company, LLC interest. Wyoming State Brewing Company, LLC., d.b.a Wyoming State Brewing Company remains the licensee at this location.

Per State Statute 12-4-601 (b) and Municipal Code 5.08.170 (B), a licensee, or the executor or administrator of the estate of a deceased licensee, may assign and transfer the license or permit by a sale made in good faith. The assignment and transfer shall first have the approval of the licensing authority, which consideration shall be based in part upon a public hearing and an application filed under oath by the assignee or transferee showing the person or entity to be qualified to hold a license or permit under Wyoming Law.

Per State Statute 12-4-104 (d) and Municipal Code 5.08.070 (D), when any application is filed with the City, the City must immediately forward a copy of the application to the Wyoming Liquor Commission. This application was forwarded to the commission on September 13, 2016.

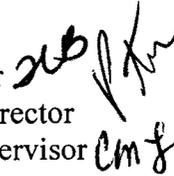
The Fire Department, Planning and Community Development, and the Health Department will review this business and address to ensure compliance with local codes and ordinances.

As required by Municipal Code, a notice is being published in a local newspaper once a week for four consecutive weeks. As required by State Statute it is being advertised on the City's website (www.casperwy.gov).

September 29, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director
Pete Meyers, Assistant Support Services Director
Carla Mills-Laatsch, Customer Service Supervisor



SUBJECT: Establish November 1, 2016 as the Public Hearing for New Restaurant Liquor License No. 31, Himalayan Indian Cuisine, LLC., d.b.a Himalayan Indian Cuisine, located at 232 East 2nd St Suite 100B.

Recommendation:

That Council, by minute action, establish November 1, 2016, as the Public Hearing date for the consideration for a new Restaurant Liquor License No. 31, for Himalayan Indian Cuisine, LLC., d.b.a Himalayan Indian Cuisine, located at 232 East 2nd St Suite 100B. Restaurant means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant.

Summary:

An application has been received for a new Restaurant Liquor License No. 31, Himalayan Indian Cuisine, LLC., d.b.a Himalayan Indian Cuisine, located at 232 East 2nd St Suite 100B. This is a new restaurant located in the lower level of the Market Square Building (please see attached map).

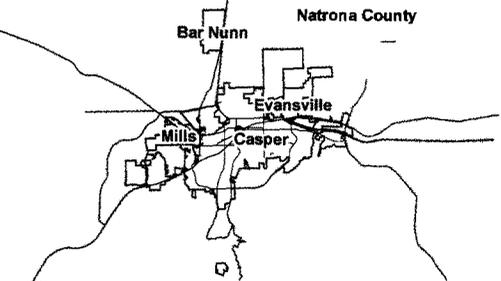
The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

As required by Municipal Code 05.08.070, a notice is being published in a local newspaper once a week for four consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Casper License & Permits
HIMALAYAN INDIAN CUISINE

★ PROPOSED
RESTAURANT
LIQUOR LICENSE

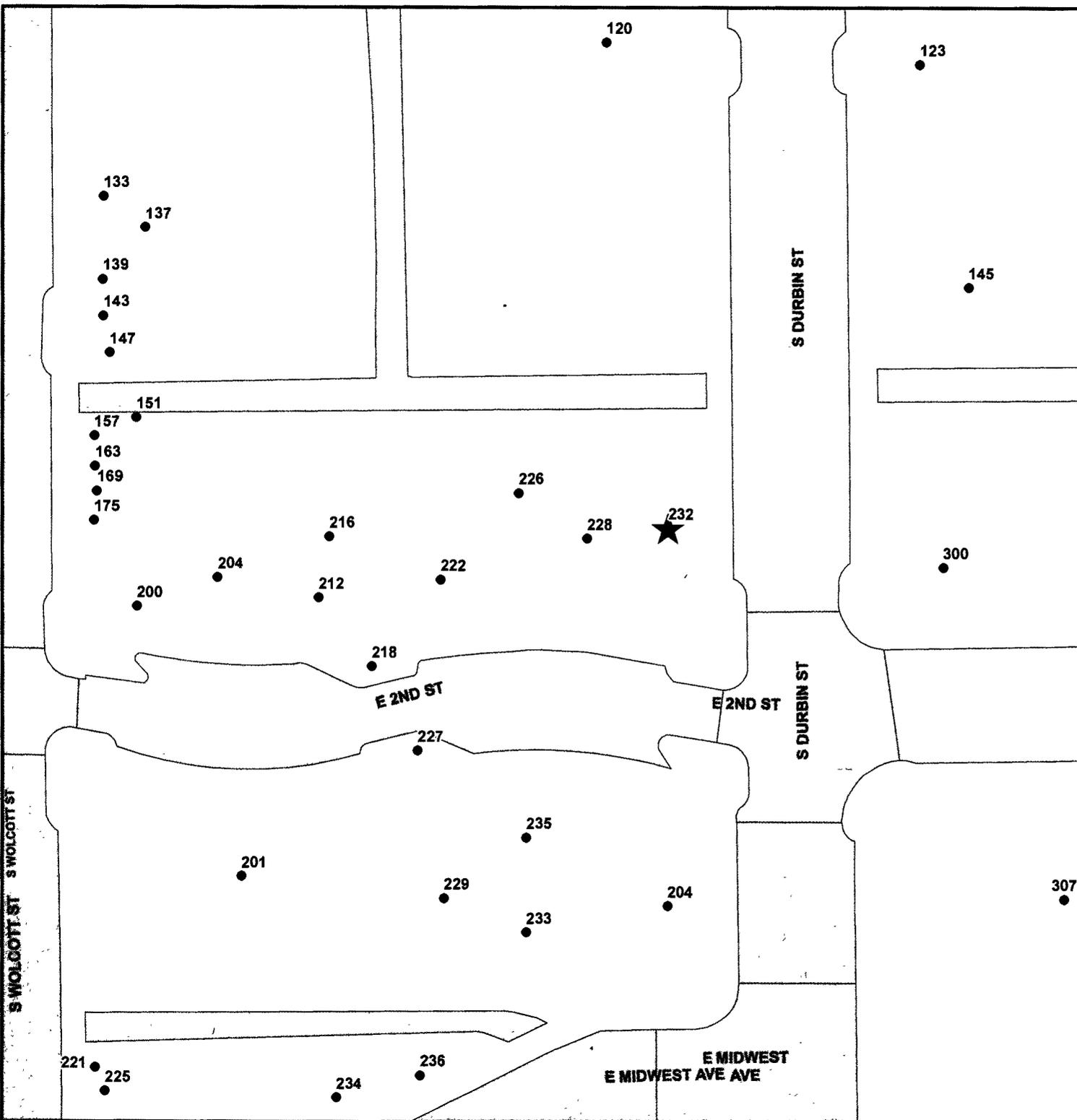
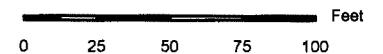
Map focus area (red box)



CITY OF CASPER
200 N DAVID ST
CASPER WY 82601

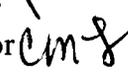


All data, information, and maps are provided without warranty or any representation of accuracy, timeliness or completeness even though the City of Casper has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.



September 29, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director 
Pete Meyers, Assistant Support Services Director
Carla Mills-Laatsch, Customer Service Supervisor 

SUBJECT: Establish November 1, 2016 as Public Hearing for New Restaurant Liquor License No. 9, Shogun Restaurant Management, Inc., d.b.a Shogun Restaurant, located at 3095 Talon Drive Suite 400.

Recommendation:

That Council, by minute action, establish November 1, 2016, as the Public Hearing date for the consideration for a new Restaurant Liquor License No. 9, for Shogun Restaurant Management, Inc., d.b.a Shogun Restaurant, located at 3095 Talon Drive Suite 400. Restaurant means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant.

Summary:

An application has been received for a new Restaurant Liquor License No. 9, for Shogun Restaurant Management, Inc., d.b.a Shogun Restaurant, located at 3095 Talon Drive Suite 400. This restaurant changed to a new owner and changed its name, but the location of this restaurant remains the same.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

As required by Municipal Code 05.08.070, a notice is being published in a local newspaper once a week for four consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

September 30, 2016

MEMO TO: V.H. McDonald City Manager

FROM: Liz Becher, Assistant City Manager / Community Development Director 

SUBJECT: Approving a Real Estate Purchase Agreement for the Sale of City-Owned Property to the State of Wyoming

Recommendation:

That Council, by resolution, authorize a purchase agreement for the sale of City-owned property with the State of Wyoming.

Summary:

The State of Wyoming seeks to purchase a tract of City-owned property described as approximately 6.16 acres located within the W1/2 and SE1/4 NW1/4 of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming, and generally located between Ash and Walnut Streets, and south of Midwest Avenue in the Old Yellowstone District (see attached map) for \$770,000. The City originally purchased this property from Union Pacific Railroad Company in December 2005 for approximately \$250,000. The State of Wyoming would like to use the property for a future office building(s) and associated parking lot(s). The property was appraised with a value of Two Million Dollars (\$2,000,000) in May 2016.

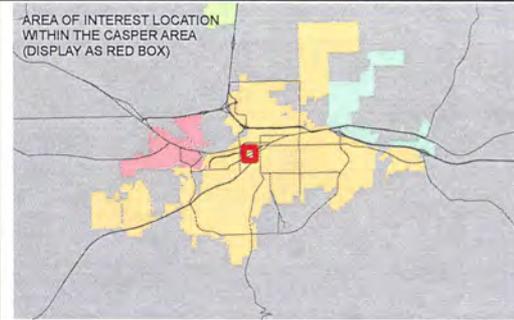
State Statute 15-1-112 states that a city may sell real property to the State of Wyoming for the use of any agency after a public hearing, which includes the appraised value of the real property, publication of the proposed sale for three (3) consecutive weeks in the newspaper, and notice of the proposed terms of the contract. As required, the proposed sale was published in the Casper Star Tribune on September 10, 17, and 24th. Any existing leases that the City has on the property will be assigned to the State through their current term.

A Real Estate Purchase Agreement, Warranty Deed, Assignment of Leases, and a resolution approving these documents are submitted to Council for its consideration.



City Owned Property

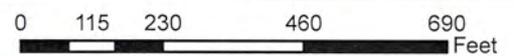
(Approximately 6-Acres)



CITY OF CASPER
COMMUNITY DEVELOPMENT
CODE ENFORCEMENT DIVISION
200 N DAVID ST, ROOM 205
CASPER WY 82601



All data, information, and maps are provided without warranty or any representation of accuracy, timeliness of completeness even though the City of Casper has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.



Date: 9/26/2016

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement is made and entered into this ____ day of _____, 2016, by and between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as "Seller," and the State of Wyoming, State Construction Department, Construction Management Division, whose address is 700 West 21st Street, Cheyenne, Wyoming 82002, hereinafter referred to as "Buyer." The Seller and the Buyer may be collectively referred to as the "parties."

RECITALS

Whereas, Seller is the owner of real property more particularly described in Article I below; and,

Whereas, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller all of Seller's right, title and interest in and to the real property described and set forth in Article I, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and sums herein agreed to be paid by Buyer to Seller, and in further consideration of the terms, covenants and conditions hereinafter set forth, it is agreed and understood by and between the parties as hereinafter set forth.

ARTICLE I: DESCRIPTION OF PROPERTY

Seller hereby agrees to sell and convey to Buyer pursuant to the terms of this Agreement, the real property described and set forth on Exhibit "A" attached hereto, all of which is referred to herein as the "Real Property."

ARTICLE II: PURCHASE PRICE AND CLOSING COSTS

Buyer agrees to pay to Seller and Seller agrees to accept from Buyer in full payment for the Real Property described in Article I above, the total sum of Seven Hundred Seventy Thousand Dollars (\$770,000) at closing.

Seller agrees to pay and be solely responsible for the following expenses:

1. The Title Insurance premium.
2. All costs incurred for the recording of any and all documents or instruments necessary to clear the title to the property, including, but not limited to, any and all mortgage or other lien releases.

Buyer agrees to pay and be solely responsible for the following expenses:

1. The cost of the recording of the warranty deed with the Natrona County Clerk as provided for in this Agreement.

The Seller and Buyer further agree to split the cost, equally between them, for First American Title, 159 N. Wolcott, Suite 250, Casper, Wyoming ("First American Title") to serve as the closing agent for this transaction.

ARTICLE III: WARRANTY DEED

Seller hereby agrees to convey to Buyer at closing a warranty deed conveying to Buyer all of Seller's right, title and interest in and to the Real Property described in Article I above, free and clear of all liens and encumbrances; except for easements, covenants, restrictions, and reservations of record, including, but not limited to the following exceptions:

1. "Remedy Agreement" between the Union Pacific Railroad and the Wyoming Department of Environmental Quality recorded as Instrument Number 936003 on September 18, 2012, in the real estate records of Natrona County, Wyoming.
2. "Reopened Remedy Agreement" (Former Chicago and North Western Rail Yard VRP 58.005) between the Union Pacific Railroad, the City of Casper, and the Wyoming Department of Environmental Quality recorded as Instrument Number 963689 on December 16, 2013, in the real estate records of Natrona County, Wyoming.
3. "Deed Notice" filed by the Wyoming Department of Environmental Quality as Instrument Number 759647 on January 28, 2005, in the real estate records of Natrona County, Wyoming giving notice of groundwater chemical contamination on the Real Property.
4. An irrevocable license in favor of the Union Pacific Railroad, its employees, contractors, consultants, and agents to enter upon the real property for the purposes of performing environmental investigations, soil test borings, groundwater monitoring, soil removal and replacement,

installation of utility trenches, contaminant recovery equipment and appropriate enclosures. This license is stated in a Quitclaim Deed from the Union Pacific Railroad Company to the City of Casper, Wyoming recorded as Instrument Number 782263 on December 22, 2005, in the real estate records of Natrona County, Wyoming. This Quit Claim Deed further gives notice that the subjacent support of the real property may have been impaired by mining operations carried on beneath the surface thereof.

ARTICLE IV: TAXES AND INSURANCE

Seller hereby agrees to pay all of the current and prior general real estate and personal property taxes, if any, levied against the Real Property described in Article I above to the date of closing, and any special assessments levied against said Real Property prior to the execution of this Agreement.

The general real estate and personal property taxes levied against the Real Property, if any, described and set forth in Article I for the calendar year of closing shall be prorated by and between the Seller and the Buyer, and if the amount of such taxes are not ascertainable by the date of closing, the pro-ration thereof shall be based upon the tax levied for the 2015 tax year.

ARTICLE V: POSSESSION AND CLOSING

THE PARTIES HEREBY SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT AND THE CLOSING THEREOF AT THE TIME AND DATE SPECIFIED HEREIN.

Buyer shall have possession of the Real Property described and set forth in Article I at the date and time of closing of this Agreement.

The parties agree and understand that risk of loss of the Real Property described in Article I above shall pass to the Buyer at closing.

The parties agree that this Agreement shall be closed on the 30th day of November, 2016, at 9:00 o'clock a.m. at the office of First American Title, or such other place or time as agreed to in writing between the parties.

The Parties acknowledge that they have entered into, prior to the execution of this Agreement, a "Consent Agreement for Real Property Inspections," dated September 6th, 2016, (the "Consent Agreement"), to allow the Buyer time to investigate and examine the Real Property to determine its suitability for the Buyer's intended purpose. The Consent Agreement is hereby incorporated herein at this point as if fully set forth.

In the event that the Buyer determines, following the inspection of the Real Property is that it is unacceptable to the Buyer, in its absolute unilateral discretion, Buyer may cancel this Agreement on or before November 3, 2016 (being the last day of the Due Diligence period), by delivering written notice to the Seller or its agent(s) of such a determination, upon which this Agreement shall be null and void between the Parties.

ARTICLE VI: TITLE INSURANCE

Seller agrees to furnish, at Seller's expense, a current commitment for an Owner's title insurance policy through First American Title in an amount equal to the purchase price, showing merchantable title in Seller of the Real Property described in Article I above subject to the exceptions stated in Article III of this Agreement. Seller agrees to deliver the title insurance commitment to Buyer no later than October 10th, 2016, and to further deliver the title insurance policy to Buyer without unreasonable delay after closing.

Title shall be merchantable in Seller. If title is not merchantable or otherwise recordable and written notice of such defects in title is given by Buyer to Seller within the time herein provided for delivery of deed at closing and shall not be rendered merchantable within 30 days after such written notice, then this Agreement, at Buyer's option, may be specifically enforced or may be declared void and of no effect, and each party hereto shall be released from all obligations hereunder and any earnest money deposit made hereunder shall be returned forthwith to Buyer. PROVIDED, HOWEVER, that in lieu of correcting such defects, Seller may, within said 30 days, obtain a commitment for an owner's title insurance policy in the amount of the purchase price reflecting title insurance protection in regard to such defects, and Buyer may elect, in writing, to accept the then existing title insurance in lieu of such merchantable title, in

which case Buyer shall be deemed to have waived such defect. Seller shall pay the cost for the additional title insurance premium for insuring against such defect.

ARTICLE VII: WARRANTIES

SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OF THE REAL PROPERTY BEING SOLD TO BUYER PURSUANT TO THIS AGREEMENT EXCEPT AS TO GOOD AND MERCHANTABLE TITLE IN THE SELLER SUBJECT TO THE EXCEPTIONS STATED IN ARTICLE III OF THIS AGREEMENT.

ARTICLE VIII: INSPECTIONS AND ACCEPTANCE OF ENVIRONMENTAL CONTAMINATION AND HAZARDS

Buyer states that it has inspected the Real Property and is purchasing the Real Property, improvements, and fixtures contained thereon “AS IS.” Buyer hereby states that it has personally inspected the premises and the Real Property being sold herein, including all improvements, attachments, and fixtures thereof and hereby enters into this Agreement solely upon the basis of Buyer’s own visual inspection and investigation of said premises. Buyer hereby states that it is not relying upon any representation of warranty made by the Seller or any agent of the Seller, other than as set forth in this Agreement.

Buyer acknowledges and accepts that the Real Property is subject to the following Remedy Agreements and a Deed Notice due to environmental contamination of the Real Property:

1. “Remedy Agreement” between the Union Pacific Railroad and the Wyoming Department of Environmental Quality recorded as Instrument Number 936003 on September 18, 2012, in the real estate records of Natrona County, Wyoming.
2. “Reopened Remedy Agreement” (Former Chicago and North Western Rail Yard VRP 58.005) between the Union Pacific Railroad, the City of Casper, and the Wyoming Department of Environmental Quality recorded as Instrument Number 963689 on December 16, 2013, in the real estate records of Natrona County, Wyoming.

3. "Deed Notice" filed by the Wyoming Department of Environmental Quality as Instrument Number 759647 on January 28, 2005, in the real estate records of Natrona County, Wyoming giving notice of groundwater chemical contamination on the Real Property.

The above described "Remedy Agreement," "Reopened Remedy Agreement," and "Deed Notice," are hereby incorporated herein at this point as if fully set forth by this reference.

Buyer agrees and understands that the Seller is required to give thirty (30) days prior notice of this sale to the Wyoming Department of Environmental Quality pursuant to the requirements of the above referenced remedy agreements. The parties agree, in order to comply with the public hearing requirements of Section 15-1-112(b) (as outlined in Article XIV hereof), that the closing on the Real Property cannot take place until after the public hearing, the approval of this Agreement by the Casper City Council, and the lapse of the thirty (30) day notice period to the Wyoming Department of Environmental Quality.

Buyer further acknowledges and accepts that the Real Property is subject to an irrevocable license in favor of the Union Pacific Railroad, its employees, contractors, consultants, and agents to enter on the Real Property for the purposes of complying with the "Remedy Agreement," which includes, but is not limited to, entry for performing environmental investigations, soil test borings, groundwater monitoring, soil removal and replacement, installation of utility trenches, contaminant recovery equipment and appropriate enclosures. This license is stated in a Quitclaim Deed from the Union Pacific Railroad Company to the City of Casper, Wyoming recorded as Instrument Number 782263 on December 22, 2005, in the real estate records of Natrona County, Wyoming. This Quit Claim Deed further gives notice that the subjacent support of the Real Property may be impaired by subsurface mining operations carried on beneath the surface thereof. A copy of this deed being attached hereto as Exhibit "B" and is incorporated herein at this point as if fully set forth.

Buyer hereby accepts, and agrees to be solely responsible for all of the requirements of the "Remediation Agreement" and the "Re-opened Remedy Agreement." Buyer shall release the Seller, its successors and assigns from claims arising from

conduct occurring on the Property after the time of closing, related to compliance with these Agreements or said contamination or mining operations, and this release by the Buyer shall survive and be enforceable by the Seller, its successors or assigns following the closing of this Agreement.

ARTICLE IX: RISK OF LOSS

Risk of loss shall remain with Seller until delivery of the warranty deed to Buyer at closing, at which time risk of loss of the Real Property sold hereby shall pass to Buyer.

In the event the premises shall be damaged by fire or other casualty prior to closing and the damage cannot be reasonably repaired or money escrowed therefore at or before closing, this Agreement shall be voidable at Buyer's option. In the event Buyer elects to carry out this Agreement despite such damage, Buyer shall be entitled to any and all insurance proceeds related to such damage.

ARTICLE X: LEASES

The Real Property is subject to the following unrecorded leases:

1. "Rental Agreement" dated April 1, 2008, between J.J. and Rosalie J. Ressler, as Lessors, and Bresnan Communications, as Lessee. A copy of said lease, and a copy of its assignment to the City of Casper, is attached hereto as Exhibit "C," and is incorporated herein at this point as if fully set forth.
2. "Lease Agreement Dated October 1, 2014, between the City of Casper, Wyoming, as Lessor, and Shawn Rivett Designs, LLC, as Lessee. Although this lease shows a termination date of May 31, 2015, Lessee has held over the tenancy and the tenancy is subject to termination pursuant to Subsection C.2 (page 9) thereof. A copy of said lease is attached hereto as Exhibit "D," and is incorporated herein at this point as if fully set forth.

Seller agrees to assign all its right, title, and interest in and to the above described leases to the Buyer at closing. Buyer agrees, upon the assignment of these leases, to assume all of the City of Casper's duties, obligations, responsibilities, and liabilities under said leases, including but not limited to the City of Casper's reservation of governmental immunity to the maximum extent permissible under the Wyoming Governmental Claims Act and other applicable law. Buyer shall release the Seller, its

successors and assigns from any liability under said leases arising from conduct after the time of closing.

ARTICLE XI: PERSONAL PROPERTY

Any personal property remaining on the Real Property after said closing date shall become the sole and separate property of the Buyer.

ARTICLE XII: CONTRACTOR'S LIENS

Seller hereby states and warrants that there have been no improvements constructed, or repairs of existing improvements on the Real Property described in Article I made within the last six months, or if any such construction or repairs have occurred, that all bills or obligations incurred in connection therewith have been paid in full and in cash (as distinguished from any method requiring any payment in the future), and that there are not claims for labor, services or material furnished in connection with said improvements which remain unpaid.

Seller further agrees not to authorize or otherwise incur any expenses for construction on or repair of the Real Property set forth in Article I after the execution of this Agreement without notifying the Buyer, in writing, and obtaining written consent for any such construction or repairs from the Buyer.

Seller agrees to indemnify and save harmless the Buyer from any and all loss arising from any such claims for labor or material furnished to or for said Real Property not otherwise consented to by the Buyer. This indemnification shall survive, and be enforceable by the Buyer after the closing of this transaction.

ARTICLE XIII: DEFAULT AND REMEDY PROVISIONS

Either party to this agreement shall have all rights under law to enforce the terms and conditions of this agreement upon the breach thereof by the other party, including the right to require specific performance from the breaching party, and the right to bring an appropriate action in a court of law to require such performance.

ARTICLE XIV: CONTRACT CONTINGENCY

The parties understand that before the City can sell Real Property under this Agreement, that it must comply with the requirements of Section 15-1-112(b) of the Wyoming Statutes. Pursuant to this statutory provision, this Agreement and its terms and conditions are all subject to final approval by the Casper City Council following a public hearing, notice of which has to be published at least once each week for three consecutive weeks. In the event this Agreement is not approved by the Casper City Council following the public hearing, then this Agreement shall be null and void.

ARTICLE XV: GOVERNMENTAL CLAIMS IMMUNITY

Neither of the parties waives 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.

ARTICLE XVI: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of both the Seller and the Buyer hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

Failure of the Seller or the Buyer to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such party's right to exercise any such remedy for the same or any subsequent default.

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

The parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the Real Property described in Article I above are hereby contained, set forth and merged in this Agreement.

This Agreement may be executed in more than one (1) copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other party at the other party's address as stated and set forth above, or such other address specified in writing by either party to the other party by United States First Class, Certified Mail, Return Receipt Requested.

This Agreement, and its terms and conditions shall be binding upon the parties hereto, and their successors and assigns.

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

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

Approved as to Form:



William C. Luben, City Attorney

CITY OF CASPER, WYOMING,
A Municipal Corporation:

Attest:

By: _____
Daniel Sandoval
Mayor

Tracey L. Belser
City Clerk

THE STATE OF WYOMING:

Approved as to Form:

Leo Caselli 8/31/16
Leo Caselli, Assistant Attorney General

By: Mel Muldrow
Mel Muldrow
State Construction Department
Administrator

By: Del McComie
Del McComie
State Construction Department Interim
Director

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The above and foregoing Real Estate Purchase Agreement was acknowledged before me on the _____ day of _____, 2016, by Daniel Sandoval, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation.

Notary Public

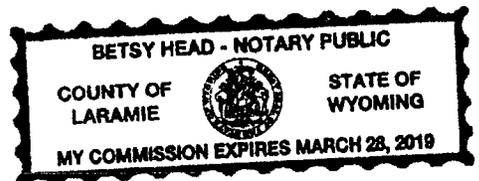
My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)
~~NATRONA~~

The foregoing Real Estate Purchase Agreement was acknowledged before me on the 1st day of September, 2016, by Mel Muldrow, as the State Construction Department Administrator.

Betsy Head
Notary Public

My commission expires: March 28, 2019

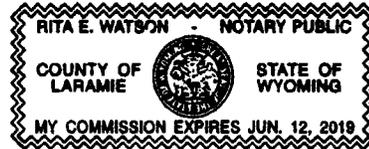


STATE OF WYOMING)
 Laramie) ss.
COUNTY OF ~~NATRONA~~)

The foregoing Real Estate Purchase Agreement was acknowledged before me on the 6th day of September, 2016, by Del McComie, as the State Construction Department Interim Director.

Rita E. Watson
Notary Public

My commission expires: *June 12, 2019*



Legal Description

The following legal description was provided by the client:

A Parcel located in and being a portion of the W1/2, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

PARCEL 1:

Beginning at the southwesterly corner of the Parcel being described and also a point of intersection of the easterly line of 60 feet wide South Walnut Street and the northerly line of 70 feet wide West Collins Street as both are now located in the City of Casper, Wyoming; thence from said Point of Beginning and along the westerly line of the Parcel being described and the easterly line of said South Walnut Street, N.0°02'34"E., 31.79 feet to a point and southwesterly corner of Stoval Brothers Addition to the City of Casper, Wyoming; thence along the northerly line of said Parcel and the southerly line of said Stoval Brothers Addition and along the arc of a true curve to the left, having a radius of 936.47 feet and through a central angle of 14°09'39", northeasterly, 231.45 feet and the chord of which bears N.56°40'34"E., 230.86 feet to a point and end of said curve; thence N.49°29'36"E., 24.71 feet to the southeasterly corner of said Stoval Brothers Addition; thence along the westerly line of said Parcel and the easterly line of said Stoval Brothers Addition, N.25°58'09"W., 73.78 feet to the northeasterly corner of said Stoval Brothers Addition; thence along the southerly line of said Parcel and the northerly line of said Stoval Brothers Addition, S.74°11'58"W., 186.31 feet to the northwesterly corner of said Stoval Brothers Addition and a point in and intersection with the easterly line of said South Walnut Street; thence along the westerly line of said Parcel and the easterly line of said South Walnut Street, N.0°01'24"E., 24.51 feet to a point and southwesterly corner of Builders Mart Addition to the City of Casper, Wyoming; thence along the northerly line of said Parcel and the southerly line of said Builders Mart Addition, N.71°21'49"E., 80.38 feet to a point; thence N.66°32'59"E., 19.72 feet to a point; thence continuing along the northerly line of said Parcel and leaving the southerly line of said Builders Mart Addition and along the southerly line of that certain tract identified as the Builders Mart Tract, N.74°12'18"E., 128.19 feet to a point; thence along the arc of a true curve to the left, having a radius of 556.65 feet and through a central angle of 20°18'09", northeasterly, 197.25 feet and the chord of which bears N.64°32'40"E., 196.22 feet to a point and southeasterly corner of the Builders Mart Tract; thence along the westerly line of said Parcel and the easterly line of said Builders Mart Tract, N.26°00'51"W., 295.38 feet to a point and northwesterly corner of said Parcel; thence along the northerly line of said Parcel and along the southerly line of said Builders Mart Tract, N.64°02'27"E., 59.98 feet to a point in the southerly line of West Midwest Street; thence along the northerly line of said Parcel and the southerly line of said West Midwest Street, N.64°02'18"E., 229.92 feet to a point and northwesterly corner of that certain tract identified as the Jerome J. Ressler Tract; thence along the easterly line of said Parcel and the westerly line of said Tract, S.25°55'01"E., 60.08 feet to the southwesterly corner of said Tract; thence along the northerly line of said Parcel and the southerly line of said Tract, N.64°10'55"E., 116.82 feet to the southeasterly corner of said Tract; thence along the westerly line of said Parcel and the easterly line of said Jerome J. Ressler Tract, N.26°15'56"W., 60.37 feet to the northeasterly corner of said Tract and a point in and intersection with the southerly line of said West Midwest Street; thence continuing along the northerly line of said Parcel and the southerly line of said West Midwest Street, N.64°02'18"E., 115.30 feet to a point and northwesterly corner of that certain tract identified as the J.J. Ressler Tract; thence along the easterly line of said Parcel and the westerly line of said J.J. Ressler Tract, S.26°05'16"E., 6.98 feet to the southwesterly corner of said Tract; thence along the northerly line of said Parcel and the southerly line of said J.J. Ressler Tract and along the chord of a curve to the right, N.87°02'27"E., 178.64 feet to a point; thence along the chord of a curve to the right, S.89°20'47"E., 99.40 feet to a point; thence continuing along the northerly line of said Parcel and the southerly line of said J.J. Ressler Tract and the southerly line of that certain tract identified as the Louise Burgess Tract and the chord of a curve to the left, N.85°04'13"E., 49.95

Legal Description

feet to a point; thence continuing along the northerly line of said Parcel and the southerly line of said Louise Burgess Tract and the chord of a curve to the left, N.76°38'37"E., 49.87 feet to a point; thence along the chord of a curve to the left, N.75°21'15"E., 16.99 feet to the southwesterly corner of Great Northern Tool & Supply Subdivision, an Addition to the City of Casper, Wyoming; thence continuing along the northerly line of said Parcel and along the southerly line of said Addition, N.69°40'17"E., 79.81 feet to the southeasterly corner of said Addition and the southwesterly corner of that certain tract identified as the Schicketanz Tract; thence along the northerly line of said Parcel and the Southerly line of said Schicketanz Tract, N.66°05'54"E., 77.55 feet to the southeasterly corner of said Schicketanz Tract and the southwesterly corner of that certain tract identified as the Houston Real Estate Ventures Tract; thence along the northerly line of said Parcel and the southerly line of said Houston Real Estate Ventures Tract, N.63°58'51"E., 99.04 feet to the northeasterly corner of said Parcel and a point in and intersection with the westerly line of 60 feet wide South Ash Street; thence along the easterly line of said Parcel and the westerly line of said South Ash Street, S.0°00'16"W., 67.70 feet to the southeasterly corner of said Parcel and the northeasterly corner of that certain tract identified as the Jim Bailey Tract; thence along the southerly line of said Parcel and the northerly line of said Jim Bailey Tract and along the arc of a true curve to the left, having a radius of 1701.00 feet and through a central angle of 5°22'28", southwesterly, 159.56 feet and the chord of which bears S.66°42'34"W., 159.50 feet to a point; thence S.64°01'05"W., 225.03 feet to a point; thence along the arc of a true curve to the left, having a radius of 701.78 feet and through a central angle of 7°59'53", southwesterly, 97.96 feet and the chord of which bears S.60°01'05"W., 97.88 feet to a point; thence S.56°01'05"W., 27.19 feet to a point; thence along the arc of a true curve to the right, having a radius of 1479.74 feet and through a central angle of 3°59'56", southwesterly, 103.28 feet and the chord of which bears S.58°01'05"W., 103.26 feet to a point; thence S.60°01'05"W., 17.85 feet to a point; thence along the arc of a true curve to the left, having a radius of 935.00 feet and through a central angle of 5°41'29", southwesterly, 92.88 feet and the chord of which bears S.57°10'18"W., 92.84 feet to the northwesterly corner of said Jim Bailey Tract; thence along the easterly line of said Parcel and the westerly line of said Jim Bailey Tract, S.23°25'57"E., 18.98 feet to a point and northeasterly corner of Lot 4, Block 1, Bailey Addition to the City of Casper, Wyoming; thence along the southerly line of said Parcel and the northerly line of Lots 4, 3, and 2, Block 1, Bailey Addition, S.59°58'10"W., 117.69 feet to a point; thence along the southerly line of said Parcel and the northerly line of Lots 2 and 1, Block 1, Bailey Addition, S.54°42'10"W., 54.86 feet to the northwesterly corner of said Lot 1, Block 1, Bailey Addition and the northeasterly corner of that certain tract identified as the James Keller Tract; thence along the southerly line of said Parcel and the northerly line of said James Keller Tract, S.51°48'41"W., 40.64 feet to a point; thence continuing along the southerly line of said Parcel and the northerly line of said James Keller Tract, S.49°35'20"W., 225.82 feet to a point; thence S.49°33'43"W., 110.88 feet to the northwesterly corner of said James Keller Tract; thence along the easterly line of said Parcel and the westerly line of said James Keller Tract, S.0°00'59"W., 80.68 feet to a point in and intersection with the northerly line of West Collins Street; thence along the southerly line of said Parcel and the northerly line of said West Collins Street, S.64°00'19"W., 333.88 feet to the Point of Beginning.

Legal Description

THAT PART OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

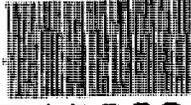
COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 20, CITY OF CASPER, NATRONA COUNTY, WYOMING, SAID POINT ALSO MARKING THE INTERSECTION OF THE NORTHWESTERLY LINE OF WEST MIDWEST AVENUE OF SAID CITY AND THE EASTERLY LINE OF SOUTH OAK STREET OF SAID CITY OF CASPER; THENCE FROM SAID POINT AND BLOCK CORNER, SOUTH 25°58' EAST, PERPENDICULARLY TO THE NORTHWESTERLY LINE OF SAID WEST MIDWEST AVENUE, 68.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID AVENUE; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID AVENUE, SOUTH 64°02' WEST, 115.16 FEET TO A POINT THEREIN, SAID POINT MARKING THE NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED; THENCE FROM SAID NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED, SOUTH 25°58' EAST, 60.10 FEET TO A POINT MARKING THE SOUTHEASTERLY CORNER OF SAID PARCEL AND BEING LOCATED AT 8.50 FEET, NORTHWESTERLY AND PERPENDICULARLY FROM THE CENTER LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY'S SPUR TRACT I.C.C. NO. 97 AS NOW LOCATED AND IDENTIFIED; THENCE FROM THE LAST DESCRIBED SOUTHEAST CORNER OF SAID PARCEL, SOUTH 64°02' WEST AND PARALLEL TO THE CENTER LINE OF SAID SPUR TRACK, AS MEASURED 8.5 FEET NORTHWESTERLY AND PERPENDICULARLY THEREFROM, 116.47 FEET TO A POINT WHICH MARKS THE SOUTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED; THENCE NORTH 25°58' WEST, 60.10 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND A POINT IN THE SOUTHEASTERLY LINE OF SAID WEST MIDWEST AVENUE, CITY OF CASPER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID AVENUE NORTH 64°02' EAST, 116.47 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF SAID PARCEL.

Legal Description

THAT PART OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 20, CITY OF CASPER, NATRONA COUNTY, WYOMING, SAID POINT ALSO MARKING THE INTERSECTION OF THE NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED AND IS LOCATED S.64°04'W., 438.70 FEET FROM A POINT MARKING THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WESTERLY LINE OF SOUTH ASH STREET IN THE SAID CITY OF CASPER WITH THE SOUTHEASTERLY LINE OF SAID WEST MIDWEST AVENUE; THENCE FROM SAID POINT OF BEGINNING, S.26°27'E., 125.47 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED AND IS LOCATED NORTHERLY AND RADially 9.50 FEET FROM THE CENTERLINE OF I.C.C. TRACKS NO. 96 AND NO. 94; THENCE THROUGH A CHORD S.85°03'W., 11.00 FEET TO A POINT; THENCE THROUGH A CHORD N.89°22'W., 99.51 FEET TO A POINT BEING THE SOUTHERLY CORNER COMMON TO PARCELS NO. 1 AND NO. 2, WHICH IS LOCATED NORTHERLY AND RADially 9.50 FEET FROM THE SAID CENTERLINE OF I.C.C. TRACKS NO. 96 AND NO. 94; THENCE ALONG AND PARALLEL TO THE SAID CENTERLINE OF I.C.C. TRACKS NO. 96 AND NO. 94 AS MEASURED 9.50 FEET RADially AND/OR PERPENDICULARLY AND NORTHERLY THEREFROM, THROUGH A CHORD WHICH BEARS S.87°00'W., 178.87 FEET TO A POINT BEING THE SOUTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED; THENCE N.25°56'W., 7.08 FEET TO A POINT BEING THE NORTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED AND BEING A POINT ON THE SAID SOUTHEASTERLY LINE OF WEST MIDWEST AVENUE; THENCE N.64°04'E., 164.70 FEET ALONG THE SOUTHEASTERLY LINE OF SAID WEST MIDWEST AVENUE TO A POINT BEING THE NORTHERLY CORNER COMMON TO PARCELS NO. 2 AND NO. 1; THENCE CONTINUING N.64°04'E., 98.17 FEET ALONG THE SOUTHEASTERLY LINE OF SAID WEST MIDWEST AVENUE TO THE NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED AND BEING THE POINT OF BEGINNING.

THIS DOCUMENT IS BEING FILED FOR
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THE BENEFIT OF TITLE EXAMINATION OR
ASSUMPTION OF RESPONSIBILITY FOR
CORRECTNESS OR VALIDITY

	NATRONA COUNTY CLERK, WYOMING	Recorded: SAD
	Mary Ann Collins	
782263	Dec 22, 2005 03:02 PM	Pages: 8 Fee: \$29.00
	AMERICAN TITLE AGENCY	

2115 - 46

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, Grantor, (successor in interest by merger to Union Pacific Railroad Company, a Utah corporation, successor in interest to Chicago and North Western Railway Company) in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby CONVEY and QUITCLAIM unto CITY OF CASPER, a municipal corporation of the State of Wyoming, Grantee, whose address is Attn: City Clerk, 200 North David, Casper, Wyoming 82601 and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Casper, Natrona County, State of Wyoming, as more particularly described in Exhibit A, hereto attached and hereby made a part hereof.

It is expressly understood that the subjacent support of the Property may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the quitclaiming of the Property is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

The Property is quitclaimed subject to that certain Remedy Agreement entered into on January 3, 2005, between Grantor and the Wyoming Department of Environmental Quality.

In order to comply with the Remedy, Grantor hereby reserves for itself, its employees, contractors, consultants and agents an irrevocable license to enter upon the Property, from time to time as Grantor may reasonably deem necessary or appropriate, to perform environmental investigations or characterization or remediation. This license shall include, without limitation; the right to install soil test borings; installation of (and maintenance of currently existing) groundwater monitoring wells; and, if and to the extent required: soil removal and replacement, installation of utility trenches; installation of contaminant recovery equipment and appropriate enclosures. When Grantor no longer requires use of any monitoring and recovery system installed in connection with this license, Grantor shall remove such monitoring and recovery system, except that trenches

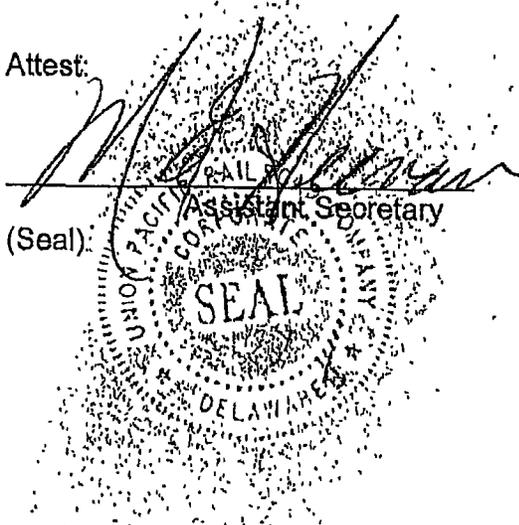
and wells may be abandoned in place. Grantor, in exercising this license, agrees to give reasonable advance notice or entry upon the Property to Grantee, except in emergency situations Grantor also agrees to endeavor not to unreasonably interfere with Grantee's operations on the Property.

Grantor shall indemnify, defend and hold harmless Grantee from and against any and all losses, costs, liabilities, suits, actions, damages, injuries and/or expenses, including reasonable attorneys' fees, arising from any damage to any person or property occurring in, on or about the Property resulting from Grantor's negligence or willful misconduct arising out of any investigative, remedial and other activities performed by Grantor or its agents, however in no event shall Grantor be liable to Grantee for business interruption, consequential damages, or liability due to any diminution in value of the Property.

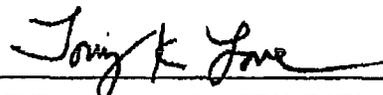
IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 15 day of December, 2005.

Attest:


(Seal) Assistant Secretary



UNION PACIFIC RAILROAD COMPANY

By 

Title: GENERAL MANAGER-REAL ESTATE

UNION PACIFIC RAILROAD COMPANY
Casper, Natrona County, Wyoming
EXHIBIT "A"

A Parcel located in and being a portion of the W1/2, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

PARCEL 1:

Beginning at the southwesterly corner of the Parcel being described and also a point of intersection of the easterly line of 60 feet wide South Walnut Street and the northerly line of 70 feet wide West Collins Street as both are now located in the City of Casper, Wyoming; thence from said Point of Beginning and along the westerly line of the Parcel being described and the easterly line of said South Walnut Street, N.0°02'34"E., 31.79 feet to a point and southwesterly corner of Stoval Brothers Addition to the City of Casper, Wyoming; thence along the northerly line of said Parcel and the southerly line of said Stoval Brothers Addition and along the arc of a true curve to the left, having a radius of 936.47 feet and through a central angle of 14°09'39", northeasterly, 231.45 feet and the chord of which bears N.56°40'34"E., 230.86 feet to a point and end of said curve; thence N.49°29'36"E., 24.71 feet to the southeasterly corner of said Stoval Brothers Addition; thence along the westerly line of said Parcel and the easterly line of said Stoval Brothers Addition, N.25°58'09"W., 73.78 feet to the northeasterly corner of said Stoval Brothers Addition; thence along the southerly line of said Parcel and the northerly line of said Stoval Brothers Addition, S.74°11'58"W., 186.31 feet to the northwesterly corner of said Stoval Brothers Addition and a point in and intersection with the easterly line of said South Walnut Street; thence along the westerly line of said Parcel and the easterly line of said South Walnut Street, N.0°01'24"E., 24.51 feet to a point and southwesterly corner of Builders Mart Addition to the City of Casper, Wyoming; thence along the northerly line of said Parcel and the southerly line of said Builders Mart Addition, N.71°21'49"E., 80.38 feet to a point; thence N.66°32'59"E., 19.72 feet to a point; thence continuing along the northerly line of said Parcel and leaving the southerly line of said Builders Mart Addition and along the southerly line of that certain tract identified as the Builders Mart Tract, N.74°12'18"E., 128.19 feet to a point; thence along the arc of a true curve to the left, having a radius of 556.65 feet and through a central angle of 20°18'09", northeasterly, 197.25 feet and the chord of which bears N.64°32'40"E., 196.22 feet to a point and southeasterly corner of the Builders Mart Tract; thence along the westerly line of said Parcel and the easterly line of said Builders Mart Tract, N.26°00'51"W., 295.38 feet to a point and northwesterly corner of said Parcel; thence along the northerly line of said Parcel and along the southerly line of said Builders Mart Tract, N.64°02'27"E., 59.98 feet to a point in the southerly line of West Midwest Street; thence along the northerly line of said Parcel and the southerly line of said West Midwest Street, N.64°02'18"E., 229.92 feet to a point and northwesterly corner of that certain tract identified as the Jerome J.

Ressler Tract; thence along the easterly line of said Parcel and the westerly line of said Tract, S.25°55'01"E., 60.08 feet to the southwesterly corner of said Tract; thence along the northerly line of said Parcel and the southerly line of said Tract, N.64°10'55"E., 116.82 feet to the southeasterly corner of said Tract; thence along the westerly line of said Parcel and the easterly line of said Jerome J. Ressler Tract, N.26°15'56"W., 60.37 feet to the northeasterly corner of said Tract and a point in and intersection with the southerly line of said West Midwest Street; thence continuing along the northerly line of said Parcel and the southerly line of said West Midwest Street, N.64°02'18"E., 115.30 feet to a point and northwesterly corner of that certain tract identified as the J.J. Ressler Tract; thence along the easterly line of said Parcel and the westerly line of said J.J. Ressler Tract, S.26°05'16"E., 6.98 feet to the southwesterly corner of said Tract; thence along the northerly line of said Parcel and the southerly line of said J.J. Ressler Tract and along the chord of a curve to the right, N.87°02'27"E., 178.64 feet to a point; thence along the chord of a curve to the right, S.89°20'47"E., 99.40 feet to a point; thence continuing along the northerly line of said Parcel and the southerly line of said J.J. Ressler Tract and the southerly line of that certain tract identified as the Louise Burgess Tract and the chord of a curve to the left, N.85°04'13"E., 49.95 feet to a point; thence continuing along the northerly line of said Parcel and the southerly line of said Louise Burgess Tract and the chord of a curve to the left, N.76°38'37"E., 49.87 feet to a point; thence along the chord of a curve to the left, N.75°21'15"E., 16.99 feet to the southwesterly corner of Great Northern Tool & Supply Subdivision, an Addition to the City of Casper, Wyoming; thence continuing along the northerly line of said Parcel and along the southerly line of said Addition, N.69°40'17"E., 79.81 feet to the southeasterly corner of said Addition and the southwesterly corner of that certain tract identified as the Schicketanz Tract; thence along the northerly line of said Parcel and the Southerly line of said Schicketanz Tract, N.66°05'54"E., 77.55 feet to the southeasterly corner of said Schicketanz Tract and the southwesterly corner of that certain tract identified as the Houston Real Estate Ventures Tract; thence along the northerly line of said Parcel and the southerly line of said Houston Real Estate Ventures Tract, N.63°58'51"E., 99.04 feet to the northeasterly corner of said Parcel and a point in and intersection with the westerly line of 60 feet wide South Ash Street; thence along the easterly line of said Parcel and the westerly line of said South Ash Street, S.0°00'36"W., 67.70 feet to the southeasterly corner of said Parcel and the northeasterly corner of that certain tract identified as the Jim Bailey Tract; thence along the southerly line of said Parcel and the northerly line of said Jim Bailey Tract and along the arc of a true curve to the left, having a radius of 1701.00 feet and through a central angle of 5°22'28", southwesterly, 159.56 feet and the chord of which bears S.66°42'34"W., 159.50 feet to a point; thence S.64°01'05"W., 225.03 feet to a point; thence along the arc of a true curve to the left, having a radius of 701.78 feet and through a central angle of 7°59'53", southwesterly, 97.96 feet and the chord of which bears S.60°01'05"W., 97.88 feet to a point; thence S.56°01'05"W., 27.19 feet to a point; thence along the arc of a true curve to the right, having a radius of 1479.74 feet and through a central angle of 3°59'56", southwesterly, 103.28 feet and the chord of which bears S.58°01'05"W., 103.26 feet to a point; thence S.60°01'05"W., 17.85 feet to a point; thence along the arc of a true curve to the left, having a radius of 935.00 feet and through a central angle of 5°41'29", southwesterly, 92.88 feet and the chord of which bears S.57°10'18"W., 92.84 feet to the northwesterly corner of said Jim Bailey Tract; thence

along the easterly line of said Parcel and the westerly line of said Jim Bailey Tract, S.23°25'57"E., 18.98 feet to a point and northeasterly corner of Lot 4, Block 1, Bailey Addition to the City of Casper, Wyoming; thence along the southerly line of said Parcel and the northerly line of Lots 4, 3 and 2, Block 1, Bailey Addition, S.59°58'10"W., 117.69 feet to a point; thence along the southerly line of said Parcel and the northerly line of Lots 2 and 1, Block 1, Bailey Addition, S.54°42'10"W., 54.86 feet to the northwesterly corner of said Lot 1, Block 1, Bailey Addition and the northeasterly corner of that certain tract identified as the James Keller Tract; thence along the southerly line of said Parcel and the northerly line of said James Keller Tract, S.51°48'41"W., 40.64 feet to a point; thence continuing along the southerly line of said Parcel and the northerly line of said James Keller Tract, S.49°35'20"W., 225.82 feet to a point; thence S.49°33'43"W., 110.88 feet to the northwesterly corner of said James Keller Tract; thence along the easterly line of said Parcel and the westerly line of said James Keller Tract, S.0°00'59"W., 80.68 feet to a point in and intersection with the northerly line of West Collins Street; thence along the southerly line of said Parcel and the northerly line of said West Collins Street, S.64°00'19"W., 333.88 feet to the Point of Beginning.

Containing 5.612 acres, more or less.

PARCEL 2:

A Parcel located in and being a portion of the W1/2, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and also the southeasterly corner of Lot 1, Block 2, Crossroads Plaza II, an Addition to the City of Casper, Wyoming; thence along the easterly line of said Parcel and the westerly line of 60 feet wide South Walnut Street, S.0°11'03"W., 90.22 feet to the southeasterly corner of said Parcel and the northeasterly corner of Lot 1, Block 1, Crossroads Plaza II; thence along the southerly line of said Parcel and the northerly line of said Lot 1, Block 1, Crossroads Plaza II and along the arc of a true curve to the right, having a radius of 590.42 feet and through a central angle of 10°56'35", southwesterly, 112.77 feet and the chord of which bears S.69°01'36"W., 112.59 feet to a point; thence S.74°29'44"W., 129.18 feet to a point and northwesterly corner of said Lot 1, Block 1 of said Addition; thence along the southerly line of said Parcel and the northerly line of Lot 2, Block 1 of said Addition, S.74°29'14"W., 104.25 feet to the northwesterly corner of said Lot 2, Block 1 and the northeasterly corner of Lot 3, Block 1; thence continuing along the southerly line of said Parcel and the northerly line of said Lot 3, Block 1, S.74°33'18"W., 53.90 feet to a point; thence along the arc of a true curve to the left, having a radius of 495.49 feet and through a central angle of 10°27'31", southwesterly, 90.44 feet and the chord of which bears S.69°05'09"W., 90.32 feet to a point and northwesterly corner of said Lot 3, Block 1 and the northeasterly corner of Lot 4, Block 1; thence continuing along the southerly line of said Parcel and the northerly line of said Lot 4, Block 1, S.64°05'20"W., 89.82 feet to the northwesterly corner of said Lot 4, Block 1 and northeasterly corner of Lot 5, Block 1; thence continuing along the southerly line of said

Parcel and the northerly line of said Lot 5, Block 1, S.64°00'26"W., 90.00 feet to the northwesterly corner of said Lot 5, Block 1 and northeasterly corner of Lot 6, Block 1; thence continuing along the southerly line of said Parcel and the northerly line of said Lot 6, Block 1, S.63°59'57"W., 90.01 feet to the northwesterly corner of said Lot 6, Block 1 and northeasterly corner of Lot 7, Block 1; thence continuing along the southerly line of said Parcel and the northerly line of said Lot 7, Block 1, S.63°58'35"W., 104.38 feet to the northwesterly corner of said Lot 7, Block 1 and northeasterly corner of Lot 8, Block 1; thence continuing along the southerly line of said Parcel and the northerly line of said Lot 8, Block 1, S.63°57'49"W., 93.16 feet to the northwesterly corner of said Lot 8, Block 1 and northeasterly corner of Lot 9, Block 1; thence continuing along the southerly line of said Parcel and the northerly line of said Lot 9, Block 1, S.63°57'49"W., 42.24 feet to the southwest corner of said Parcel and a point in and intersection with the easterly line of 100 feet wide South Poplar Street; thence along the westerly line of said Parcel and the easterly line of said South Poplar Street, N.0°01'30"E., 34.71 feet to a point; thence N.2°03'20"E., 153.09 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel and the C & NW Railroad right of way and the southerly line of a Burlington Northern Tract, N.63°57'49"E., 94.73 feet to a point and southwest corner of Lot 7, Block 2, Crossroads Plaza II; thence along the northerly line of said Parcel and the southerly line of said Lot 7, Block 2, N.74°22'25"E., 383.54 feet to the southeasterly corner of said Lot 7, Block 2 and the southwest corner of Lot 4, Block 2; thence continuing along the northerly line of said Parcel and the southerly line of said Lot 4, Block 2, N.74°19'23"E., 140.57 feet to the southeasterly corner of said Lot 4, Block 2 and the southwest corner of Lot 3, Block 2; thence continuing along the northerly line of said Parcel and the southerly line of said Lot 3, Block 2, N.74°12'53"E., 134.72 feet to the southeasterly corner of said Lot 3, Block 2 and the southwest corner of Lot 2, Block 2; thence continuing along the northerly line of said Parcel and the southerly line of said Lot 2, Block 2 and Lot 1, Block 2, N.74°25'03"E., 207.37 feet to the Point of Beginning.

Containing 2.688 acres, more or less.

Containing a combined area of 8.3 Acres, more or less.

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA

JCO

December 8, 2003

211546b.leg

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, City of Casper, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;
3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: Tony K Love
Title: GENERAL MANAGER-REAL ESTATE
Date: 12/15/05

ASSIGNMENT OF LEASE AGREEMENT

J.J. Ressler and Rosalie J. Ressler, husband and wife, whose address is 1280 Kelly Drive, Casper, Wyoming 82609, as the "Assignors," for and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns all of the Assignors' right, title, and interest in and to the following described lease (as the Lessors therein) to the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601 as the "Assignee":

"Rental Agreement" dated April 1, 2008 between J.J. and Rosalie J. Ressler, as Lessors, and Bresnan Communications, as Lessee. A copy of said lease is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth.

By accepting this Assignment, the Assignee assumes all of the Assignor's duties, obligations, responsibilities, and liabilities under said lease.

GOVERNMENTAL CLAIMS IMMUNITY

The Assignee, by reason of this Assignment, 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 Assignee hereby specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

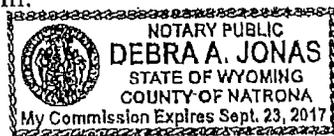
Dated this 01 day of August, 2016.

By [Signature] J.J. Ressler

By: [Signature] Rosalie J. Ressler

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 1 day of August, 2016, by J.J. Ressler and Rosalie J. Ressler, husband and wife, as the Assignors therein.



[Signature] Notary Public

My commission expires: 9-23-2017

RENTAL AGREEMENT

This Agreement made April 1, 2008 by and between J.J. and Rosalie J. Ressler as Lessor and Bresnan Communications, Lessee concerning a vacant lot located at 501 Midwest, City of Casper, WY (see site plan attached).

The rental fee shall be Two Hundred and no/100 (\$200.00) dollars per month. Lessor and Lessee may terminate this month to month Agreement upon 60 day notice.

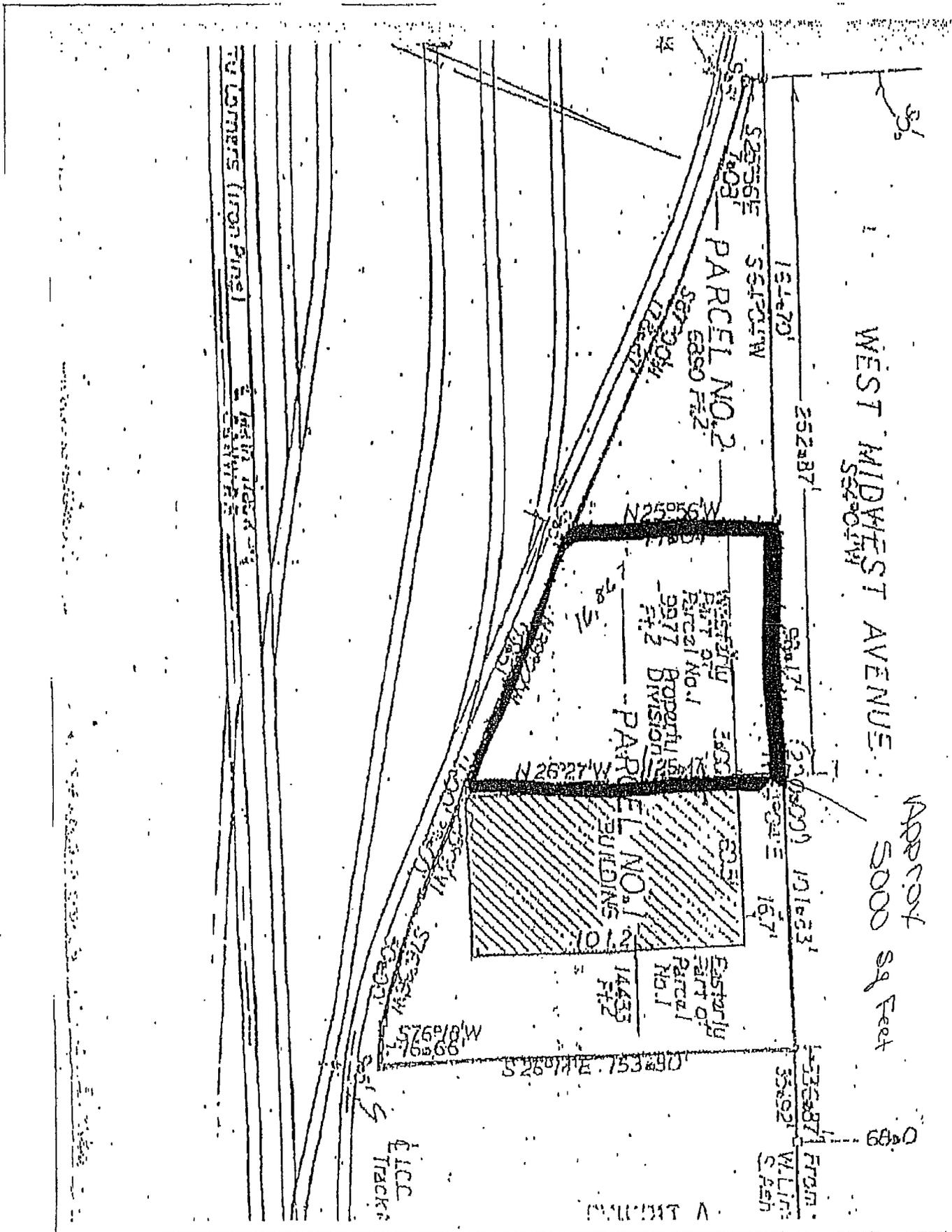
Lessee accepts property in "AS IS" condition and holds Lessor harmless of any liability related to their use.

Landlord hereby discloses to Tenant that Landlord is a Wyoming Real Estate licensee and is not acting as agent hereunder for Tenant or for Landlord's employing broker, RE/MAX The Group, but is acting personally hereunder. Tenant agrees, upon signing this lease, that any monies paid to Landlord by Tenant, whether for rents, deposits or other purposes, shall be held by Landlord personally and shall not be segregated from other funds of Landlord and will not be deposited nor maintained in any trust or escrow account for Tenant.

Lessee:  Executive Vice President
Bresnan Communication Of Its Manager 4/3/08
Date

Lessor:  30 Mar 08
J.J. Ressler Date

Lessor:  3-30-08
Rosalie J. Ressler Date



LEASE AGREEMENT ("Lease")

THIS LEASE, entered into this 1st day of October, 2014, by and between the following parties:

1. City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 ("Lessor").
2. Shawn Rivett Designs, LLC., P.O. Box 819, Mills, Wyoming 82644 ("Lessee").

Throughout this document, Lessor and Lessee may be collectively referred to as the "parties."

Lessor, for and in consideration of the agreements of Lessee mentioned below, hereby leases to Lessee, and lessee hereby leases from Lessor, the premises located at Casper, State of Wyoming, described as follows: Certain property, including all its improvements or improvements to be provided by Lessor under the terms of this Lease (if any) being more fully described below, known as:

535 W. Midwest Avenue, Casper, Wyoming 82601. (Legal description attached as Exhibit A).

This lease is for the term of eight (8) months, beginning October 1, 2014 and ending on May 31, 2015 unless sooner terminated as provided below.

A. AGREEMENTS OF LESSEE

Lessee, in consideration of the leasing, agrees:

1. RENT.

To pay as rent for premises the sum of One Hundred Fifty Dollars (\$150) per month, payable on the first day of each month during the term of this lease, at City of Casper, Room 203, 200 North David Street, Casper, Wyoming 82601.

2. UTILITIES.

To pay all charges for light, heat, fuel, power and water furnished or supplied to or on any part of premises.

3. ATTORNEY FEES.

To pay all reasonable costs, attorneys' fees and expenses that shall be made and incurred by Lessor in enforcing the agreements of this lease.

4. OCCUPANCY.

To use and occupy the premises for assembling elk antler chandeliers, and similar or related projects, and for no other object or purpose without written consent of Lessor, and to not use premises for any unlawful purpose or purpose deemed extra hazardous.

5. MAINTENANCE.

To keep the premises in as good repair as the same shall be at the commencement of the term, excepting wear and tear arising from the reasonable use of the same and damages by the elements.

6. INDEMNIFICATION AND INSURANCE:

6.1 This Lease is made upon the expressed condition that the Lessor, its appointed officials, elected officials, employees and agents shall be free from any and all liabilities and claims for damages and/or lawsuits for, or by reason of death, injury or injuries to any person, or damage to property from any cause or causes whatsoever, while in or upon the Premises or any part thereof, or occasioned by any occupancy or use of said Premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor.

6.2 Lessee agrees that it will protect, indemnify, and hold the Lessor, its appointed officials, elected officials, employees, and agents harmless from all liabilities, costs, losses, expenses, suits, attorney fees, claims, and damages, however occurring, that arise from or relate to the Lessee's use of the Premises. Lessee further agrees to defend at its cost the Lessor in any actions filed in any court which may arise from any such death, injury, liability, cost, loss, expense, claim, or damage in the event the Lessor is named as a defendant in said action; provided, however, that Lessee shall have no obligation to indemnify nor defend Lessor for loss or injury caused solely from the negligence of the Lessor.

6.3 Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, general liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000) for all claimants arising out of a single transaction or occurrence.

6.4 It is recognized by and between the parties to this Lease that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the

primary term of this lease, or any subsequent terms, then such insurance as outlined above from Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

6.5 Lessee shall further provide that the insurance policy meets all of the following criteria: (1) it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor; (2) the City of Casper, its appointed officials, elected officials, employees and agents shall be named as additional insured on said policy; (3) insurance certificates shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal, except ten days for non-payment of premium; (4) the insurance shall be underwritten by acceptable insurers, licensed in Wyoming (unless otherwise approved by the City); said insurance companies having a minimum A.M. Best Company rating of "B++" VI.

6.6 Lessee shall provide Lessor with certificates evidencing such insurance as outlined above immediately after execution of this Lease and prior to use of the property. The City's failure to request or review such policies, endorsements, and certificates shall not affect the City's rights or the Lessee's obligation hereunder.

6.7 Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance prior to the Lessee using the Premises for the uses specified in this Lease.

6.8 The parties agree and understand that the insurance coverage as provided and set forth above is a material provision of this Lease. Lessor shall have the unequivocal right to immediately terminate and cancel this Lease, and take possession of the Premises if the insurance required by this Lease is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

6.9 It is entirely the obligation of the Lessee to provide insurance for its personal property and for that of its employees, agents, licensees, invitees, or any others who may be present at the Premises. The City assumes no responsibility for such property.

6.10 Personal property on the Premises shall be at the risk of the Lessee. Lessor shall not be

liable for any damage to any personal property at any time in the Premises not due to Lessor's sole negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the Premises or from pipes or plumbing works of the same, or from any other place.

7. INSPECTION.

To permit Lessor and Lessor's agents to enter on the premises or any part thereof, at all reasonable hours, for purpose of examining or exhibiting same, or for making such repairs or alterations as may be necessary for safety or preservation thereof.

8. ASSIGNMENT/SUBLEASING.

Not to assign this lease, nor sublet the premises or any portion thereof, without written consent of Lessor.

9. DEBTS/LIENS/ENCUMBRANCES.

Not to make any contract for construction, repair, or improvements on, in, of, or to premises, or any part thereof, or for any work to be done or materials to be furnished on or to premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against above-described land and/or the building or improvements at any time located thereon. All persons furnishing any work, labor, or materials, as well as all other persons whatever, shall be bound by this provision and by the notice of it from and after date of this lease, and notice is hereby given that no mechanic's lien, materialmen's lien, or any other incumbrance made by or obtained against Lessee, or Lessee's interest in demised land and/or the building or improvements thereon, shall in any manner or degree affect the title or interest of Lessor in land and/or the building or improvements thereon. To that end, Lessee agrees not to make any contract or agreement, either oral or written, for any labor, services, fixtures, material, or supplies in connection with altering, repairing or improving any building or improvement on premises without providing in such contract or agreement that contractor or contractors waive all right to a mechanic's lien, and waive all right of any subcontractor or subcontractors to mechanics' liens, by reason of furnishing any labor, services and/or material under such contract or contracts, whether written or oral, and that such contract or contracts shall, upon execution, be immediately filed in office of recorder of deeds of Natrona County, Wyoming, and a copy thereof lodged with Lessor.

10. AS IS CONDITION.

Lessee has examined the premises, and knows condition of premises, and has received same in good order and repair, except as otherwise specified in this lease, and no representations as to condition or repair thereof have been made by Lessor or Lessor's agent, prior to, or at execution

of, this lease.

THE "PREMISES" ARE LEASED TO LESSEE "AS IS" WITH ALL FAULT, WITHOUT WARRANTY, EXPRESS OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE AND LESSOR DISCLAIMS ANY SUCH WARRANTY.

11. ABANDONMENT.

If Lessee shall abandon or vacate the premises, they may be relet by Lessor for such rent, and on such terms, as Lessor may see fit. If a sufficient sum shall not be thus realized, after paying all expenses of such reletting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency.

12. SURRENDER.

At expiration of this lease, to give peaceable possession of premises to Lessor, in as good condition as they now are, the usual wear, inevitable accidents, and loss by fire excepted.

13. TERMINATION.

The lease may be terminated by Lessor, with a 10-day notice and opportunity to cure, in the event of the breach of any of the agreements of Lessee contained herein, in which case Lessor may reenter on the premises, and this lease shall immediately terminate.

14. BANKRUPTCY.

This lease, at option of Lessor, shall terminate in case Lessee shall be adjudged a bankrupt or insolvent by any court, or in case Lessee shall make an assignment for benefit of creditors.

15. COMPLIANCE WITH LAW.

To observe and comply with all rules, regulations, and laws now in effect, or which may be

enacted during the continuance of this lease by any municipal, county, state, or federal authorities having jurisdiction over the premises, and to indemnify Lessor for any damage caused by violation thereof.

16. NONPERFORMANCE.

In case Lessor, by reason of the failure of Lessee to perform any of the agreements or conditions contained herein, shall be compelled to pay or shall pay any sum of money, or shall be compelled to do or shall do any act which requires payment of money, the sum or sums so paid or required to be paid, together with all interest, costs, and damages, shall be added to installment of rent, next becoming due or to any subsequent installment of rent, and shall be collectable as additional rent in same manner and with same remedies as if it had been originally reserved. Upon failure of Lessee to make repairs, as provided for herein, Lessor may make necessary repairs, and add the amount of cost of such repairs to the rent due on the first of the month following date of repairs, and such cost of repairs shall be and constitute such rent together with the rent above provided for.

17. NO WAIVER.

Failure of Lessor to insist on the strict performance of the terms, agreements and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

18. NO LIABILITY.

Lessor shall not be liable for any damage to persons or property occurring or arising on premises from any cause whatever.

19. ENVIRONMENTAL COMPLIANCE.

19.1 Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

19.2 Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational

safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

19.3 Lessee shall immediately advise Lessor, in writing, of any of the following: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

19.4 Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

19.5 Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

B. AGREEMENTS OF LESSOR

Lessor, in consideration of the agreements of Lessee set forth above, agrees as follows:

1. GOOD REPAIR.

To keep leased building in good repair.

2. IMPROVEMENTS.

Lessee may make such alterations, additions, or improvements in such parts of building as Lessee deems necessary. However, written consent of Lessor must first be obtained.

3. ASSIGNMENTS.

Lessee shall have the right to assign this lease or sublet the premises or any part thereof, only with the written permission of the Lessor. If the Lessor agrees to any sublease or assignment, the Lessee shall include provisions in the sublease or assignment requiring the sublease or assignee to comply with the terms and conditions of this Lease. In addition, if written permission is granted, the sublet shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

4. QUIET ENJOYMENT.

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

C. MUTUAL AGREEMENTS OF LESSOR AND LESSEE

1. TERMINATION DUE TO FIRE, ELEMENTS OR OTHER CAUSE.

During the term of this lease, if the premises shall be destroyed by fire, the elements, or any other cause, this lease shall cease and become null and void from date of such damage or destruction. Lessee shall immediately surrender premises to Lessor, and shall pay rent only to time of such surrender. If premises shall be damaged by fire or other cause so as to be capable of being repaired within a reasonable time, Lessor shall have the option to repair the same. During the time that repairs are being made, Lessor shall remit to Lessee a just and fair portion of rent according to the nature of damage sustained, and according to the extent that Lessee is deprived

of use of premises.

2. HOLDING OVER.

If Lessee should remain in possession of the Premises after the expiration of the Lease Term and without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease, specifically including the payment by Lessee of all rents, rent increases, utility charges and other charges due until the tenancy is terminated in a manner provided by law.

3. NOTICES.

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

Lessor: City Manager
 City of Casper, Wyoming
 200 North David
 Casper, Wyoming 82601

Lessee: Shawn Rivett Designs, LLC
 P.O. Box 819
 Mills, WY 82644

Any such written notice or demand shall be considered served upon the other Party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at the date and time it is deposited in the United States Mail, postage prepaid.

4. COMPLETE AGREEMENT.

All the agreements, conditions, and undertakings herein contained shall extend to, and be binding on, the representatives, heirs, executors, administrators, successors, and assigns, of respective parties hereto, as if they were in all cases named.

5. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Governmental Claims Act, Wyoming Statutes 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.

6. MISCELLANEOUS COVENANTS.

- 6.1 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.
- 6.2 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). However, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.
- 6.3 Nonwaiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.
- 6.4 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other remedy provided in this Lease.
- 6.5 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Premises by Lessee prior to the expiration of the Lease

Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lessor under any provision contained in the Lease, shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-tenancies, or operate as an assignment to Lessor of any or all such subleases or sub tenancies.

- 6.6 Amendment. No amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all parties hereto.
- 6.7 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.
- 6.8 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of the Lessor.
- 6.9 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.
- 6.10 Entire Lease. This Lease shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- 6.11 Severability. If a court of competent jurisdiction renders any provision of this Lease (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 Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.
- 6.12 Third Party Beneficiary Rights. The parties to this Lease do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.

- 6.13 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- 6.14 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

Executed by the parties on the day and year first above written.

APPROVED AS TO FORM:

Walker Trent

LESSOR:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald

V.H. McDonald
City Clerk

John C. Patterson

John C. Patterson
City Manager

WITNESS:

Liz Becher

Printed Name: Liz Becher

Title: Community Development Director, City of Casper

LESSEE:
Shawn R. Riett Designs, LLC

Shawn R. Riett

Printed Name: Shawn Riett

Title: Owner



THAT PART OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 20, CITY OF CASPER, NATRONA COUNTY, WYOMING, SAID POINT ALSO MARKING THE INTERSECTION OF THE NORTHWESTERLY LINE OF WEST MIDWEST AVENUE OF SAID CITY AND THE EASTERLY LINE OF SOUTH OAK STREET OF SAID CITY OF CASPER; THENCE FROM SAID POINT AND BLOCK CORNER, SOUTH 25°58' EAST, PERPENDICULARLY TO THE NORTHWESTERLY LINE OF SAID WEST MIDWEST AVENUE, 68.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID AVENUE; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID AVENUE, SOUTH 64°02' WEST, 115.16 FEET TO A POINT THEREIN, SAID POINT MARKING THE NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED; THENCE FROM SAID NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED, SOUTH 25°58' EAST, 60.10 FEET TO A POINT MARKING THE SOUTHEASTERLY CORNER OF SAID PARCEL AND BEING LOCATED AT 8.50 FEET, NORTHWESTERLY AND PERPENDICULARLY FROM THE CENTER LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY'S SPUR TRACT I.C.C. NO. 97 AS NOW LOCATED AND IDENTIFIED; THENCE FROM THE LAST DESCRIBED SOUTHEAST CORNER OF SAID PARCEL, SOUTH 64°02' WEST AND PARALLEL TO THE CENTER LINE OF SAID SPUR TRACK, AS MEASURED 8.5 FEET NORTHWESTERLY AND PERPENDICULARLY THEREFROM, 116.47 FEET TO A POINT WHICH MARKS THE SOUTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED; THENCE NORTH 25°58' WEST, 60.10 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND A POINT IN THE SOUTHEASTERLY LINE OF SAID WEST MIDWEST AVENUE, CITY OF CASPER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID AVENUE NORTH 64°02' EAST, 116.47 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF SAID PARCEL.

ASSIGNMENT OF LEASE AGREEMENTS

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, as the "Assignor," for and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns all of the Assignor's right, title, and interest in and to the following described leases (as the Lessor therein) to the State of Wyoming, whose address is the Construction Management Division, 700 West 21st Street, Cheyenne, Wyoming 82002 as the "Assignee":

1. "Rental Agreement" dated April 1, 2008 between J.J. and Rosalie J. Ressler, as Lessors, and Bresnan Communications, as Lessee. A copy of said lease, and a copy of its assignment to the City of Casper, is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth.
2. "Lease Agreement Dated October 1, 2014 between the City of Casper, Wyoming, as Lessor, and Shawn Rivett Designs, LLC, as Lessee. A copy of said lease is attached hereto as Exhibit "B," and is incorporated herein at this point as if fully set forth.

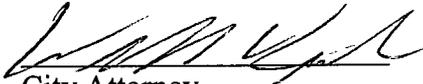
By accepting this Assignment, the Assignee assumes all of the Assignor's duties, obligations, responsibilities, and liabilities under said leases. Assignee shall release the Assignor, its successors and assigns from any liability under said leases arising from conduct after the date of this Assignment.

GOVERNMENTAL CLAIMS IMMUNITY

Neither the Assignor nor the Assignee, by reason of this Assignment, waives 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.

Dated this _____ day of _____, 2016.

APPROVED AS TO FORM:


City Attorney

CITY OF CASPER, WYOMING,
A Municipal Corporation

By: _____
Daniel Sandoval
Mayor

ATTEST:

City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Daniel Sandoval, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation, for and on its behalf.

Notary Public

My commission expires:

Assignment: State Land
Sale

ASSIGNMENT OF LEASE AGREEMENT

J.J. Ressler and Rosalie J. Ressler, husband and wife, whose address is 1280 Kelly Drive, Casper, Wyoming 82609, as the "Assignors," for and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns all of the Assignors' right, title, and interest in and to the following described lease (as the Lessors therein) to the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601 as the "Assignee":

"Rental Agreement" dated April 1, 2008 between J.J. and Rosalie J. Ressler, as Lessors, and Bresnan Communications, as Lessee. A copy of said lease is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth.

By accepting this Assignment, the Assignee assumes all of the Assignor's duties, obligations, responsibilities, and liabilities under said lease.

GOVERNMENTAL CLAIMS IMMUNITY

The Assignee, by reason of this Assignment, 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 Assignee hereby specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

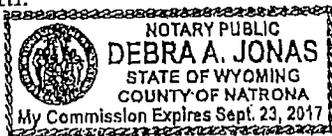
Dated this 01 day of August, 2016.

By J.J. Ressler
J.J. Ressler

By: Rosalie J. Ressler
Rosalie J. Ressler

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 1 day of August, 2016, by J.J. Ressler and Rosalie J. Ressler, husband and wife, as the Assignors therein.



Debra A. Jonas
Notary Public

My commission expires: 9-23-2017

RENTAL AGREEMENT

This Agreement made April 1, 2008 by and between J.J. and Rosalie J. Ressler as Lessor and Bresnan Communications, Lessee concerning a vacant lot located at 501 Midwest, City of Casper, WY (see site plan attached).

The rental fee shall be Two Hundred and no/100 (\$200.00) dollars per month. Lessor and Lessee may terminate this month to month Agreement upon 60 day notice.

Lessee accepts property in "AS IS" condition and holds Lessor harmless of any liability related to their use.

Landlord hereby discloses to Tenant that Landlord is a Wyoming Real Estate licensee and is not acting as agent hereunder for Tenant or for Landlord's employing broker, RE/MAX The Group, but is acting personally hereunder. Tenant agrees, upon signing this lease, that any monies paid to Landlord by Tenant, whether for rents, deposits or other purposes, shall be held by Landlord personally and shall not be segregated from other funds of Landlord and will not be deposited nor maintained in any trust or escrow account for Tenant.

Lessee:  Executive Vice President
Bresnan Communication Of Its Manager 4/3/08
Date

Lessor:  30 Mar 08
J.J. Ressler Date

Lessor:  3-30-08
Rosalie J. Ressler Date

LEASE AGREEMENT ("Lease")

THIS LEASE, entered into this 1st day of October, 2014, by and between the following parties:

1. City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 ("Lessor").
2. Shawn Rivett Designs, LLC., P.O. Box 819, Mills, Wyoming 82644 ("Lessee").

Throughout this document, Lessor and Lessee may be collectively referred to as the "parties."

Lessor, for and in consideration of the agreements of Lessee mentioned below, hereby leases to Lessee, and lessee hereby leases from Lessor, the premises located at Casper, State of Wyoming, described as follows: Certain property, including all its improvements or improvements to be provided by Lessor under the terms of this Lease (if any) being more fully described below, known as:

535 W. Midwest Avenue, Casper, Wyoming 82601. (Legal description attached as Exhibit A).

This lease is for the term of eight (8) months, beginning October 1, 2014 and ending on May 31, 2015 unless sooner terminated as provided below.

A. AGREEMENTS OF LESSEE

Lessee, in consideration of the leasing, agrees:

1. RENT.

To pay as rent for premises the sum of One Hundred Fifty Dollars (\$150) per month, payable on the first day of each month during the term of this lease, at City of Casper, Room 203, 200 North David Street, Casper, Wyoming 82601.

2. UTILITIES.

To pay all charges for light, heat, fuel, power and water furnished or supplied to or on any part of premises.

3. ATTORNEY FEES.

To pay all reasonable costs, attorneys' fees and expenses that shall be made and incurred by Lessor in enforcing the agreements of this lease.

4. OCCUPANCY.

To use and occupy the premises for assembling elk antler chandeliers, and similar or related projects, and for no other object or purpose without written consent of Lessor, and to not use premises for any unlawful purpose or purpose deemed extra hazardous.

5. MAINTENANCE.

To keep the premises in as good repair as the same shall be at the commencement of the term, excepting wear and tear arising from the reasonable use of the same and damages by the elements.

6. INDEMNIFICATION AND INSURANCE:

6.1 This Lease is made upon the expressed condition that the Lessor, its appointed officials, elected officials, employees and agents shall be free from any and all liabilities and claims for damages and/or lawsuits for, or by reason of death, injury or injuries to any person, or damage to property from any cause or causes whatsoever, while in or upon the Premises or any part thereof, or occasioned by any occupancy or use of said Premises, or any activity carried on, or under the direction of the Lessee in connection therewith, except for loss or injury caused solely from the negligence of the Lessor.

6.2 Lessee agrees that it will protect, indemnify, and hold the Lessor, its appointed officials, elected officials, employees, and agents harmless from all liabilities, costs, losses, expenses, suits, attorney fees, claims, and damages, however occurring, that arise from or relate to the Lessee's use of the Premises. Lessee further agrees to defend at its cost the Lessor in any actions filed in any court which may arise from any such death, injury, liability, cost, loss, expense, claim, or damage in the event the Lessor is named as a defendant in said action; provided, however, that Lessee shall have no obligation to indemnify nor defend Lessor for loss or injury caused solely from the negligence of the Lessor.

6.3 Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, general liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000) for all claimants arising out of a single transaction or occurrence.

6.4 It is recognized by and between the parties to this Lease that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the

primary term of this lease, or any subsequent terms, then such insurance as outlined above from Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this agreement and take possession of the leased premises.

6.5 Lessee shall further provide that the insurance policy meets all of the following criteria: (1) it is primary coverage without any right of contribution from any other insurance policy or other source of the Lessor; (2) the City of Casper, its appointed officials, elected officials, employees and agents shall be named as additional insured on said policy; (3) insurance certificates shall provide a thirty (30) day advance written notice to Lessor of cancellation, reduction of coverage, or non-renewal, except ten days for non-payment of premium; (4) the insurance shall be underwritten by acceptable insurers, licensed in Wyoming (unless otherwise approved by the City); said insurance companies having a minimum A.M. Best Company rating of "B++" VI.

6.6 Lessee shall provide Lessor with certificates evidencing such insurance as outlined above immediately after execution of this Lease and prior to use of the property. The City's failure to request or review such policies, endorsements, and certificates shall not affect the City's rights or the Lessee's obligation hereunder.

6.7 Lessee hereby agrees to provide Lessor with copies of said insurance policies along with appropriate certificates of insurance prior to the Lessee using the Premises for the uses specified in this Lease.

6.8 The parties agree and understand that the insurance coverage as provided and set forth above is a material provision of this Lease. Lessor shall have the unequivocal right to immediately terminate and cancel this Lease, and take possession of the Premises if the insurance required by this Lease is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

6.9 It is entirely the obligation of the Lessee to provide insurance for its personal property and for that of its employees, agents, licensees, invitees, or any others who may be present at the Premises. The City assumes no responsibility for such property.

6.10 Personal property on the Premises shall be at the risk of the Lessee. Lessor shall not be

liable for any damage to any personal property at any time in the Premises not due to Lessor's sole negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the Premises or from pipes or plumbing works of the same, or from any other place.

7. INSPECTION.

To permit Lessor and Lessor's agents to enter on the premises or any part thereof, at all reasonable hours, for purpose of examining or exhibiting same, or for making such repairs or alterations as may be necessary for safety or preservation thereof.

8. ASSIGNMENT/SUBLEASING.

Not to assign this lease, nor sublet the premises or any portion thereof, without written consent of Lessor.

9. DEBTS/LIENS/ENCUMBRANCES.

Not to make any contract for construction, repair, or improvements on, in, of, or to premises, or any part thereof, or for any work to be done or materials to be furnished on or to premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against above-described land and/or the building or improvements at any time located thereon. All persons furnishing any work, labor, or materials, as well as all other persons whatever, shall be bound by this provision and by the notice of it from and after date of this lease, and notice is hereby given that no mechanic's lien, materialmen's lien, or any other incumbrance made by or obtained against Lessee, or Lessee's interest in demised land and/or the building or improvements thereon, shall in any manner or degree affect the title or interest of Lessor in land and/or the building or improvements thereon. To that end, Lessee agrees not to make any contract or agreement, either oral or written, for any labor, services, fixtures, material, or supplies in connection with altering, repairing or improving any building or improvement on premises without providing in such contract or agreement that contractor or contractors waive all right to a mechanic's lien, and waive all right of any subcontractor or subcontractors to mechanics' liens, by reason of furnishing any labor, services and/or material under such contract or contracts, whether written or oral, and that such contract or contracts shall, upon execution, be immediately filed in office of recorder of deeds of Natrona County, Wyoming, and a copy thereof lodged with Lessor.

10. AS IS CONDITION.

Lessee has examined the premises, and knows condition of premises, and has received same in good order and repair, except as otherwise specified in this lease, and no representations as to condition or repair thereof have been made by Lessor or Lessor's agent, prior to, or at execution

of, this lease.

THE "PREMISES" ARE LEASED TO LESSEE "AS IS" WITH ALL FAULT, WITHOUT WARRANTY, EXPRESS OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE AND LESSOR DISCLAIMS ANY SUCH WARRANTY.

11. ABANDONMENT.

If Lessee shall abandon or vacate the premises, they may be relet by Lessor for such rent, and on such terms, as Lessor may see fit. If a sufficient sum shall not be thus realized, after paying all expenses of such reletting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency.

12. SURRENDER.

At expiration of this lease, to give peaceable possession of premises to Lessor, in as good condition as they now are, the usual wear, inevitable accidents, and loss by fire excepted.

13. TERMINATION.

The lease may be terminated by Lessor, with a 10-day notice and opportunity to cure, in the event of the breach of any of the agreements of Lessee contained herein, in which case Lessor may reenter on the premises, and this lease shall immediately terminate.

14. BANKRUPTCY.

This lease, at option of Lessor, shall terminate in case Lessee shall be adjudged a bankrupt or insolvent by any court, or in case Lessee shall make an assignment for benefit of creditors.

15. COMPLIANCE WITH LAW.

To observe and comply with all rules, regulations, and laws now in effect, or which may be

enacted during the continuance of this lease by any municipal, county, state, or federal authorities having jurisdiction over the premises, and to indemnify Lessor for any damage caused by violation thereof.

16. NONPERFORMANCE.

In case Lessor, by reason of the failure of Lessee to perform any of the agreements or conditions contained herein, shall be compelled to pay or shall pay any sum of money, or shall be compelled to do or shall do any act which requires payment of money, the sum or sums so paid or required to be paid, together with all interest, costs, and damages, shall be added to installment of rent, next becoming due or to any subsequent installment of rent, and shall be collectable as additional rent in same manner and with same remedies as if it had been originally reserved. Upon failure of Lessee to make repairs, as provided for herein, Lessor may make necessary repairs, and add the amount of cost of such repairs to the rent due on the first of the month following date of repairs, and such cost of repairs shall be and constitute such rent together with the rent above provided for.

17. NO WAIVER.

Failure of Lessor to insist on the strict performance of the terms, agreements and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

18. NO LIABILITY.

Lessor shall not be liable for any damage to persons or property occurring or arising on premises from any cause whatever.

19. ENVIRONMENTAL COMPLIANCE.

19.1 Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

19.2 Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational

safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

19.3 Lessee shall immediately advise Lessor, in writing, of any of the following: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

19.4 Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

19.5 Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

B. AGREEMENTS OF LESSOR

Lessor, in consideration of the agreements of Lessee set forth above, agrees as follows:

1. GOOD REPAIR.

To keep leased building in good repair.

2. IMPROVEMENTS.

Lessee may make such alterations, additions, or improvements in such parts of building as Lessee deems necessary. However, written consent of Lessor must first be obtained.

3. ASSIGNMENTS.

Lessee shall have the right to assign this lease or sublet the premises or any part thereof, only with the written permission of the Lessor. If the Lessor agrees to any sublease or assignment, the Lessee shall include provisions in the sublease or assignment requiring the sublease or assignee to comply with the terms and conditions of this Lease. In addition, if written permission is granted, the sublet shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the Lessor.

4. QUIET ENJOYMENT.

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

C. MUTUAL AGREEMENTS OF LESSOR AND LESSEE

1. TERMINATION DUE TO FIRE, ELEMENTS OR OTHER CAUSE.

During the term of this lease, if the premises shall be destroyed by fire, the elements, or any other cause, this lease shall cease and become null and void from date of such damage or destruction. Lessee shall immediately surrender premises to Lessor, and shall pay rent only to time of such surrender. If premises shall be damaged by fire or other cause so as to be capable of being repaired within a reasonable time, Lessor shall have the option to repair the same. During the time that repairs are being made, Lessor shall remit to Lessee a just and fair portion of rent according to the nature of damage sustained, and according to the extent that Lessee is deprived

of use of premises.

2. HOLDING OVER.

If Lessee should remain in possession of the Premises after the expiration of the Lease Term and without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease, specifically including the payment by Lessee of all rents, rent increases, utility charges and other charges due until the tenancy is terminated in a manner provided by law.

3. NOTICES.

All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

Lessor: City Manager
City of Casper, Wyoming
200 North David
Casper, Wyoming 82601

Lessee: Shawn Rivett Designs, LLC
P.O. Box 819
Mills, WY 82644

Any such written notice or demand shall be considered served upon the other Party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at the date and time it is deposited in the United States Mail, postage prepaid.

4. COMPLETE AGREEMENT.

All the agreements, conditions, and undertakings herein contained shall extend to, and be binding on, the representatives, heirs, executors, administrators, successors, and assigns, of respective parties hereto, as if they were in all cases named.

5. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Governmental Claims Act, Wyoming Statutes 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.

6. MISCELLANEOUS COVENANTS.

- 6.1 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.
- 6.2 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). However, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.
- 6.3 Nonwaiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.
- 6.4 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other remedy provided in this Lease.
- 6.5 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Premises by Lessee prior to the expiration of the Lease

Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lessor under any provision contained in the Lease, shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-tenancies, or operate as an assignment to Lessor of any or all such subleases or sub tenancies.

- 6.6 Amendment. No amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all parties hereto.
- 6.7 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.
- 6.8 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of the Lessor.
- 6.9 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.
- 6.10 Entire Lease. This Lease shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- 6.11 Severability. If a court of competent jurisdiction renders any provision of this Lease (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 Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.
- 6.12 Third Party Beneficiary Rights. The parties to this Lease do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.

6.13 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

6.14 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

Executed by the parties on the day and year first above written.

APPROVED AS TO FORM:

Walter Trent

LESSOR:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

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

John C. Patterson
John C. Patterson
City Manager

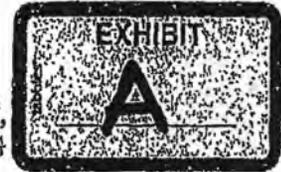
WITNESS:

Liz Becher
Printed Name: Liz Becher

LESSEE:
Shawn R. Vett Designs, LLC
Shawn R. Vett
Printed Name: Shawn R. Vett

Title: Community Development Director, City of Casper

Title: Owner



THAT PART OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 20, CITY OF CASPER, NATRONA COUNTY, WYOMING, SAID POINT ALSO MARKING THE INTERSECTION OF THE NORTHWESTERLY LINE OF WEST MIDWEST AVENUE OF SAID CITY AND THE EASTERLY LINE OF SOUTH OAK STREET OF SAID CITY OF CASPER; THENCE FROM SAID POINT AND BLOCK CORNER, SOUTH 25°58' EAST, PERPENDICULARLY TO THE NORTHWESTERLY LINE OF SAID WEST MIDWEST AVENUE, 68.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID AVENUE; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID AVENUE, SOUTH 64°02' WEST, 115.16 FEET TO A POINT THEREIN, SAID POINT MARKING THE NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED; THENCE FROM SAID NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED, SOUTH 25°58' EAST, 60.10 FEET TO A POINT MARKING THE SOUTHEASTERLY CORNER OF SAID PARCEL AND BEING LOCATED AT 8.50 FEET, NORTHWESTERLY AND PERPENDICULARLY FROM THE CENTER LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY'S SPUR TRACT I.C.C. NO. 97 AS NOW LOCATED AND IDENTIFIED; THENCE FROM THE LAST DESCRIBED SOUTHEAST CORNER OF SAID PARCEL, SOUTH 64°02' WEST AND PARALLEL TO THE CENTER LINE OF SAID SPUR TRACK, AS MEASURED 8.5 FEET NORTHWESTERLY AND PERPENDICULARLY THEREFROM, 116.47 FEET TO A POINT WHICH MARKS THE SOUTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED; THENCE NORTH 25°58' WEST, 60.10 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND A POINT IN THE SOUTHEASTERLY LINE OF SAID WEST MIDWEST AVENUE, CITY OF CASPER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID AVENUE NORTH 64°02' EAST, 116.47 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF SAID PARCEL.

APPROVAL AS TO FORM

I have reviewed the attached *Warranty Deed between the City of Casper and the State of Wyoming, Construction Division*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 22, 2016.

A handwritten signature in black ink, appearing to read 'William C. Luben', written over a horizontal line.

William C. Luben
City Attorney

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, as Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to the State of Wyoming, whose address is the Construction Management Division, 700 West 21st Street, Cheyenne, Wyoming 82002, as “Grantee”, the following described real estate situate in the County of Natrona and State of Wyoming to-wit :

The real property described and set forth on Exhibit “A” attached hereto, the same being incorporated herein at this point as if fully set forth.

Said real property being subject to any and all easements, restrictive covenants, and reservations of record, including, but not limited to the following exceptions:

1. “Remedy Agreement” between the Union Pacific Railroad and the Wyoming Department of Environmental Quality recorded as Instrument Number 936003 on September 18, 2012 in the real estate records of Natrona County, Wyoming.
2. “Reopened Remedy Agreement” (Former Chicago and North Western Rail Yard VRP 58.005) between the Union Pacific Railroad, the City of Casper, and the Wyoming Department of Environmental Quality recorded as Instrument Number 963689 on December 16, 2013 in the real estate records of Natrona County, Wyoming.
3. “Deed Notice” filed by the Wyoming Department of Environmental Quality as Instrument Number 759647 on January 28, 2005 in the real estate records of Natrona County, Wyoming giving notice of groundwater chemical contamination on the real property.
4. An irrevocable license in favor of the Union Pacific Railroad, its employees, contractors, consultants, and agents to enter upon the real property for the purposes of performing environmental investigations, soil test borings, groundwater monitoring, soil removal and replacement, installation of utility trenches, contaminant recovery equipment and appropriate enclosures. This license is stated in a Quitclaim Deed from the Union Pacific Railroad Company to the City of Casper, Wyoming recorded as Instrument Number 782263 on December 22, 2005 in the real estate records of Natrona County, Wyoming. This Quit Claim Deed further gives notice that the subjacent support of the real property may have been impaired by mining operations carried on beneath the surface thereof.
5. This Warranty Deed is given upon the condition that the City of Casper, Wyoming, as Grantor herein, its successors and assigns shall not be liable for damages, directly or indirectly resulting from any mining operations carried on beneath the surface of the real property thereof, or for any environmental contamination of the real property or its groundwater, other than environmental contamination of the real property or its groundwater caused by the City of Casper, Wyoming.

Dated this ____ day of _____, 2016.

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

By: _____
Daniel Sandoval
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of _____,
2016 by Daniel Sandoval, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal
Corporation, as Grantor.

NOTARY PUBLIC

My commission expires: _____.

Legal Description

The following legal description was provided by the client:

A Parcel located in and being a portion of the W1/2, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

PARCEL 1:

Beginning at the southwesterly corner of the Parcel being described and also a point of intersection of the easterly line of 60 feet wide South Walnut Street and the northerly line of 70 feet wide West Collins Street as both are now located in the City of Casper, Wyoming; thence from said Point of Beginning and along the westerly line of the Parcel being described and the easterly line of said South Walnut Street, N.0°02'34"E., 31.79 feet to a point and southwesterly corner of Stoval Brothers Addition to the City of Casper, Wyoming; thence along the northerly line of said Parcel and the southerly line of said Stoval Brothers Addition and along the arc of a true curve to the left, having a radius of 936.47 feet and through a central angle of 14°09'39", northeasterly, 231.45 feet and the chord of which bears N.56°40'34"E., 230.86 feet to a point and end of said curve; thence N.49°29'36"E., 24.71 feet to the southeasterly corner of said Stoval Brothers Addition; thence along the westerly line of said Parcel and the easterly line of said Stoval Brothers Addition, N.25°58'09"W., 73.78 feet to the northeasterly corner of said Stoval Brothers Addition; thence along the southerly line of said Parcel and the northerly line of said Stoval Brothers Addition, S.74°11'58"W., 186.31 feet to the northwesterly corner of said Stoval Brothers Addition and a point in and intersection with the easterly line of said South Walnut Street; thence along the westerly line of said Parcel and the easterly line of said South Walnut Street, N.0°01'24"E., 24.51 feet to a point and southwesterly corner of Builders Mart Addition to the City of Casper, Wyoming; thence along the northerly line of said Parcel and the southerly line of said Builders Mart Addition, N.71°21'49"E., 80.38 feet to a point; thence N.66°32'59"E., 19.72 feet to a point; thence continuing along the northerly line of said Parcel and leaving the southerly line of said Builders Mart Addition and along the southerly line of that certain tract identified as the Builders Mart Tract, N.74°12'18"E., 128.19 feet to a point; thence along the arc of a true curve to the left, having a radius of 556.65 feet and through a central angle of 20°18'09", northeasterly, 197.25 feet and the chord of which bears N.64°32'40"E., 196.22 feet to a point and southeasterly corner of the Builders Mart Tract; thence along the westerly line of said Parcel and the easterly line of said Builders Mart Tract, N.26°00'51"W., 295.38 feet to a point and northwesterly corner of said Parcel; thence along the northerly line of said Parcel and along the southerly line of said Builders Mart Tract, N.64°02'27"E., 59.98 feet to a point in the southerly line of West Midwest Street; thence along the northerly line of said Parcel and the southerly line of said West Midwest Street, N.64°02'18"E., 229.92 feet to a point and northwesterly corner of that certain tract identified as the Jerome J. Ressler Tract; thence along the easterly line of said Parcel and the westerly line of said Tract, S.25°55'01"E., 60.08 feet to the southwesterly corner of said Tract; thence along the northerly line of said Parcel and the southerly line of said Tract, N.64°10'55"E., 116.82 feet to the southeasterly corner of said Tract; thence along the westerly line of said Parcel and the easterly line of said Jerome J. Ressler Tract, N.26°15'56"W., 60.37 feet to the northeasterly corner of said Tract and a point in and intersection with the southerly line of said West Midwest Street; thence continuing along the northerly line of said Parcel and the southerly line of said West Midwest Street, N.64°02'18"E., 115.30 feet to a point and northwesterly corner of that certain tract identified as the J.J. Ressler Tract; thence along the easterly line of said Parcel and the westerly line of said J.J. Ressler Tract, S.26°05'16"E., 6.98 feet to the southwesterly corner of said Tract; thence along the northerly line of said Parcel and the southerly line of said J.J. Ressler Tract and along the chord of a curve to the right, N.87°02'27"E., 178.64 feet to a point; thence along the chord of a curve to the right, S.89°20'47"E., 99.40 feet to a point; thence continuing along the northerly line of said Parcel and the southerly line of said J.J. Ressler Tract and the southerly line of that certain tract identified as the Louise Burgess Tract and the chord of a curve to the left, N.85°04'13"E., 49.95

Legal Description

feet to a point; thence continuing along the northerly line of said Parcel and the southerly line of said Louise Burgess Tract and the chord of a curve to the left, N.76°38'37"E., 49.87 feet to a point; thence along the chord of a curve to the left, N.75°21'15"E., 16.99 feet to the southwesterly corner of Great Northern Tool & Supply Subdivision, an Addition to the City of Casper, Wyoming; thence continuing along the northerly line of said Parcel and along the southerly line of said Addition, N.69°40'17"E., 79.81 feet to the southeasterly corner of said Addition and the southwesterly corner of that certain tract identified as the Schicketanz Tract; thence along the northerly line of said Parcel and the Southerly line of said Schicketanz Tract, N.66°05'54"E., 77.55 feet to the southeasterly corner of said Schicketanz Tract and the southwesterly corner of that certain tract identified as the Houston Real Estate Ventures Tract; thence along the northerly line of said Parcel and the southerly line of said Houston Real Estate Ventures Tract, N.63°58'51"E., 99.04 feet to the northeasterly corner of said Parcel and a point in and intersection with the westerly line of 60 feet wide South Ash Street; thence along the easterly line of said Parcel and the westerly line of said South Ash Street, S.0°00'36"W., 67.70 feet to the southeasterly corner of said Parcel and the northeasterly corner of that certain tract identified as the Jim Bailey Tract; thence along the southerly line of said Parcel and the northerly line of said Jim Bailey Tract and along the arc of a true curve to the left, having a radius of 1701.00 feet and through a central angle of 5°22'28", southwesterly, 159.56 feet and the chord of which bears S.66°42'34"W., 159.50 feet to a point; thence S.64°01'05"W., 225.03 feet to a point; thence along the arc of a true curve to the left, having a radius of 701.78 feet and through a central angle of 7°59'53", southwesterly, 97.96 feet and the chord of which bears S.60°01'05"W., 97.88 feet to a point; thence S.56°01'05"W., 27.19 feet to a point; thence along the arc of a true curve to the right, having a radius of 1479.74 feet and through a central angle of 3°59'56", southwesterly, 103.28 feet and the chord of which bears S.58°01'05"W., 103.26 feet to a point; thence S.60°01'05"W., 17.85 feet to a point; thence along the arc of a true curve to the left, having a radius of 935.00 feet and through a central angle of 5°41'29", southwesterly, 92.88 feet and the chord of which bears S.57°10'18"W., 92.84 feet to the northwesterly corner of said Jim Bailey Tract; thence along the easterly line of said Parcel and the westerly line of said Jim Bailey Tract, S.23°25'57"E., 18.98 feet to a point and northeasterly corner of Lot 4, Block 1, Bailey Addition to the City of Casper, Wyoming; thence along the southerly line of said Parcel and the northerly line of Lots 4, 3, and 2, Block 1, Bailey Addition, S.59°58'10"W., 117.69 feet to a point; thence along the southerly line of said Parcel and the northerly line of Lots 2 and 1, Block 1, Bailey Addition, S.54°42'10"W., 54.86 feet to the northwesterly corner of said Lot 1, Block 1, Bailey Addition and the northeasterly corner of that certain tract identified as the James Keller Tract; thence along the southerly line of said Parcel and the northerly line of said James Keller Tract, S.51°48'41"W., 40.64 feet to a point; thence continuing along the southerly line of said Parcel and the northerly line of said James Keller Tract, S.49°35'20"W., 225.82 feet to a point; thence S.49°33'43"W., 110.88 feet to the northwesterly corner of said James Keller Tract; thence along the easterly line of said Parcel and the westerly line of said James Keller Tract, S.0°00'59"W., 80.68 feet to a point in and intersection with the northerly line of West Collins Street; thence along the southerly line of said Parcel and the northerly line of said West Collins Street, S.64°00'19"W., 333.88 feet to the Point of Beginning.

Legal Description

THAT PART OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 20, CITY OF CASPER, NATRONA COUNTY, WYOMING, SAID POINT ALSO MARKING THE INTERSECTION OF THE NORTHWESTERLY LINE OF WEST MIDWEST AVENUE OF SAID CITY AND THE EASTERLY LINE OF SOUTH OAK STREET OF SAID CITY OF CASPER; THENCE FROM SAID POINT AND BLOCK CORNER, SOUTH 25°58' EAST, PERPENDICULARLY TO THE NORTHWESTERLY LINE OF SAID WEST MIDWEST AVENUE, 68.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID AVENUE; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID AVENUE, SOUTH 64°02' WEST, 115.16 FEET TO A POINT THEREIN, SAID POINT MARKING THE NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED; THENCE FROM SAID NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED, SOUTH 25°58' EAST, 60.10 FEET TO A POINT MARKING THE SOUTHEASTERLY CORNER OF SAID PARCEL AND BEING LOCATED AT 8.50 FEET, NORTHWESTERLY AND PERPENDICULARLY FROM THE CENTER LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY'S SPUR TRACT I.C.C. NO. 97 AS NOW LOCATED AND IDENTIFIED; THENCE FROM THE LAST DESCRIBED SOUTHEAST CORNER OF SAID PARCEL, SOUTH 64°02' WEST AND PARALLEL TO THE CENTER LINE OF SAID SPUR TRACK, AS MEASURED 8.5 FEET NORTHWESTERLY AND PERPENDICULARLY THEREFROM, 116.47 FEET TO A POINT WHICH MARKS THE SOUTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED; THENCE NORTH 25°58' WEST, 60.10 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND A POINT IN THE SOUTHEASTERLY LINE OF SAID WEST MIDWEST AVENUE, CITY OF CASPER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID AVENUE NORTH 64°02' EAST, 116.47 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF SAID PARCEL.

Legal Description

THAT PART OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK 20, CITY OF CASPER, NATRONA COUNTY, WYOMING, SAID POINT ALSO MARKING THE INTERSECTION OF THE NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED AND IS LOCATED S.64°04'W., 438.70 FEET FROM A POINT MARKING THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WESTERLY LINE OF SOUTH ASH STREET IN THE SAID CITY OF CASPER WITH THE SOUTHEASTERLY LINE OF SAID WEST MIDWEST AVENUE; THENCE FROM SAID POINT OF BEGINNING, S.26°27'E., 125.47 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED AND IS LOCATED NORTHERLY AND RADIALLY 9.50 FEET FROM THE CENTERLINE OF I.C.C. TRACKS NO. 96 AND NO. 94; THENCE THROUGH A CHORD S.85°03'W., 11.00 FEET TO A POINT; THENCE THROUGH A CHORD N.89°22'W., 99.51 FEET TO A POINT BEING THE SOUTHERLY CORNER COMMON TO PARCELS NO. 1 AND NO. 2, WHICH IS LOCATED NORTHERLY AND RADIALLY 9.50 FEET FROM THE SAID CENTERLINE OF I.C.C. TRACKS NO. 96 AND NO. 94; THENCE ALONG AND PARALLEL TO THE SAID CENTERLINE OF I.C.C. TRACKS NO. 96 AND NO. 94 AS MEASURED 9.50 FEET RADIALLY AND/OR PERPENDICULARLY AND NORTHERLY THEREFROM, THROUGH A CHORD WHICH BEARS S.87°00'W., 178.87 FEET TO A POINT BEING THE SOUTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED; THENCE N.25°56'W., 7.08 FEET TO A POINT BEING THE NORTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED AND BEING A POINT ON THE SAID SOUTHEASTERLY LINE OF WEST MIDWEST AVENUE; THENCE N.64°04'E., 164.70 FEET ALONG THE SOUTHEASTERLY LINE OF SAID WEST MIDWEST AVENUE TO A POINT BEING THE NORTHERLY CORNER COMMON TO PARCELS NO. 2 AND NO. 1; THENCE CONTINUING N.64°04'E., 98.17 FEET ALONG THE SOUTHEASTERLY LINE OF SAID WEST MIDWEST AVENUE TO THE NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED AND BEING THE POINT OF BEGINNING.

RESOLUTION NO. 16-235

A RESOLUTION AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT AND OTHER NECESSARY DOCUMENTS FOR THE SALE OF CITY-OWNED PROPERTY TO THE STATE OF WYOMING.

WHEREAS, the State of Wyoming (“State”) desires to purchase certain real property owned by the City of Casper, Wyoming (“City”), said real property described and set forth on Exhibit “A” attached hereto; and,

WHEREAS, pursuant to Wyoming Statute § 15-1-112(b), a public hearing has been held on October 4, 2016 for consideration of the sale of this real property to the State, with notice thereof having been published pursuant to law; and,

WHEREAS, a Real Estate Purchase Agreement (“Agreement”) for the sale of the real property has been prepared, and the Casper City Council finds that said Agreement, and the terms and conditions thereof, should be approved; and,

WHEREAS, the Casper City Council finds that the proposed warranty deed for the transfer of the City’s real property pursuant to the Agreement should be approved and executed by the City of Casper, said deed to be delivered to the State at the closing of this real estate transaction; and,

WHEREAS, it is necessary for the City to execute the proposed “Assignment of Leases” assigning the City’s interests in two leases that touch and concern the real property to the State in order to close this transaction, and the City Council finds that said Assignment should be approved and executed by the City of Casper and be delivered to the State at the closing of this real estate transaction; and,

WHEREAS, the City Attorney, or his designee, should be appointed and granted authority to close the above-described Agreement, as well as the authority to execute all necessary documents at the closing thereof.

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 “Real Estate Purchase Agreement” between the City of Casper, Wyoming and the State of Wyoming for the sale of the above-described real property under the terms and conditions set forth therein.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the proposed warranty deed transferring title in

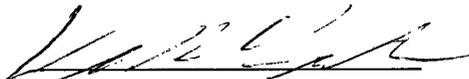
and to the above described real property to the State of Wyoming as set forth in the Real Estate Purchase Agreement for delivery to the State at the time of the closing of this transaction.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the proposed "Assignment of Leases" in order to transfer the City's right, title, and interest in and to two leases that touch and concern the above-described real property to the State of Wyoming at the closing of this transaction as set forth in the "Real Estate Purchase Agreement."

BE IT FURTHER RESOLVED: That the City Attorney, or his designee, is hereby authorized to close the transaction contemplated in the "Real Estate Purchase Agreement," and is hereby authorized to execute all necessary documents on behalf of the City of Casper to close the transaction set forth therein.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Legal Description

The following legal description was provided by the client:

A Parcel located in and being a portion of the W1/2, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

PARCEL 1:

Beginning at the southwesterly corner of the Parcel being described and also a point of intersection of the easterly line of 60 feet wide South Walnut Street and the northerly line of 70 feet wide West Collins Street as both are now located in the City of Casper, Wyoming; thence from said Point of Beginning and along the westerly line of the Parcel being described and the easterly line of said South Walnut Street, N.0°02'34"E., 31.79 feet to a point and southwesterly corner of Stoval Brothers Addition to the City of Casper, Wyoming; thence along the northerly line of said Parcel and the southerly line of said Stoval Brothers Addition and along the arc of a true curve to the left, having a radius of 936.47 feet and through a central angle of 14°09'39", northeasterly, 231.45 feet and the chord of which bears N.56°40'34"E., 230.86 feet to a point and end of said curve; thence N.49°29'36"E., 24.71 feet to the southeasterly corner of said Stoval Brothers Addition; thence along the westerly line of said Parcel and the easterly line of said Stoval Brothers Addition, N.25°58'09"W., 73.78 feet to the northeasterly corner of said Stoval Brothers Addition; thence along the southerly line of said Parcel and the northerly line of said Stoval Brothers Addition, S.74°11'58"W., 186.31 feet to the northwesterly corner of said Stoval Brothers Addition and a point in and intersection with the easterly line of said South Walnut Street; thence along the westerly line of said Parcel and the easterly line of said South Walnut Street, N.0°01'24"E., 24.51 feet to a point and southwesterly corner of Builders Mart Addition to the City of Casper, Wyoming; thence along the northerly line of said Parcel and the southerly line of said Builders Mart Addition, N.71°21'49"E., 80.38 feet to a point; thence N.66°32'59"E., 19.72 feet to a point; thence continuing along the northerly line of said Parcel and leaving the southerly line of said Builders Mart Addition and along the southerly line of that certain tract identified as the Builders Mart Tract, N.74°12'18"E., 128.19 feet to a point; thence along the arc of a true curve to the left, having a radius of 556.65 feet and through a central angle of 20°18'09", northeasterly, 197.25 feet and the chord of which bears N.64°32'40"E., 196.22 feet to a point and southeasterly corner of the Builders Mart Tract; thence along the westerly line of said Parcel and the easterly line of said Builders Mart Tract, N.26°00'51"W., 295.38 feet to a point and northwesterly corner of said Parcel; thence along the northerly line of said Parcel and along the southerly line of said Builders Mart Tract, N.64°02'27"E., 59.98 feet to a point in the southerly line of West Midwest Street; thence along the northerly line of said Parcel and the southerly line of said West Midwest Street, N.64°02'18"E., 229.92 feet to a point and northwesterly corner of that certain tract identified as the Jerome J. Ressler Tract; thence along the easterly line of said Parcel and the westerly line of said Tract, S.25°55'01"E., 60.08 feet to the southwesterly corner of said Tract; thence along the northerly line of said Parcel and the southerly line of said Tract, N.64°10'55"E., 116.82 feet to the southeasterly corner of said Tract; thence along the westerly line of said Parcel and the easterly line of said Jerome J. Ressler Tract, N.26°15'56"W., 60.37 feet to the northeasterly corner of said Tract and a point in and intersection with the southerly line of said West Midwest Street; thence continuing along the northerly line of said Parcel and the southerly line of said West Midwest Street, N.64°02'18"E., 115.30 feet to a point and northwesterly corner of that certain tract identified as the J.J. Ressler Tract; thence along the easterly line of said Parcel and the westerly line of said J.J. Ressler Tract, S.26°05'16"E., 6.98 feet to the southwesterly corner of said Tract; thence along the northerly line of said Parcel and the southerly line of said J.J. Ressler Tract and along the chord of a curve to the right, N.87°02'27"E., 178.64 feet to a point; thence along the chord of a curve to the right, S.89°20'47"E., 99.40 feet to a point; thence continuing along the northerly line of said Parcel and the southerly line of said J.J. Ressler Tract and the southerly line of that certain tract identified as the Louise Burgess Tract and the chord of a curve to the left, N.85°04'13"E., 49.95

Legal Description

feet to a point; thence continuing along the northerly line of said Parcel and the southerly line of said Louise Burgess Tract and the chord of a curve to the left, N.76°38'37"E., 49.87 feet to a point; thence along the chord of a curve to the left, N.75°21'15"E., 16.99 feet to the southwesterly corner of Great Northern Tool & Supply Subdivision, an Addition to the City of Casper, Wyoming; thence continuing along the northerly line of said Parcel and along the southerly line of said Addition, N.69°40'17"E., 79.81 feet to the southeasterly corner of said Addition and the southwesterly corner of that certain tract identified as the Schicketanz Tract; thence along the northerly line of said Parcel and the Southerly line of said Schicketanz Tract, N.66°05'54"E., 77.55 feet to the southeasterly corner of said Schicketanz Tract and the southwesterly corner of that certain tract identified as the Houston Real Estate Ventures Tract; thence along the northerly line of said Parcel and the southerly line of said Houston Real Estate Ventures Tract, N.63°58'51"E., 99.04 feet to the northeasterly corner of said Parcel and a point in and intersection with the westerly line of 60 feet wide South Ash Street; thence along the easterly line of said Parcel and the westerly line of said South Ash Street, S.0°00'36"W., 67.70 feet to the southeasterly corner of said Parcel and the northeasterly corner of that certain tract identified as the Jim Bailey Tract; thence along the southerly line of said Parcel and the northerly line of said Jim Bailey Tract and along the arc of a true curve to the left, having a radius of 1701.00 feet and through a central angle of 5°22'28", southwesterly, 159.56 feet and the chord of which bears S.66°42'34"W., 159.50 feet to a point; thence S.64°01'05"W., 225.03 feet to a point; thence along the arc of a true curve to the left, having a radius of 701.78 feet and through a central angle of 7°59'53", southwesterly, 97.96 feet and the chord of which bears S.60°01'05"W., 97.88 feet to a point; thence S.56°01'05"W., 27.19 feet to a point; thence along the arc of a true curve to the right, having a radius of 1479.74 feet and through a central angle of 3°59'56", southwesterly, 103.28 feet and the chord of which bears S.58°01'05"W., 103.26 feet to a point; thence S.60°01'05"W., 17.85 feet to a point; thence along the arc of a true curve to the left, having a radius of 935.00 feet and through a central angle of 5°41'29", southwesterly, 92.88 feet and the chord of which bears S.57°10'18"W., 92.84 feet to the northwesterly corner of said Jim Bailey Tract; thence along the easterly line of said Parcel and the westerly line of said Jim Bailey Tract, S.23°25'57"E., 18.98 feet to a point and northeasterly corner of Lot 4, Block 1, Bailey Addition to the City of Casper, Wyoming; thence along the southerly line of said Parcel and the northerly line of Lots 4, 3, and 2, Block 1, Bailey Addition, S.59°58'10"W., 117.69 feet to a point; thence along the southerly line of said Parcel and the northerly line of Lots 2 and 1, Block 1, Bailey Addition, S.54°42'10"W., 54.86 feet to the northwesterly corner of said Lot 1, Block 1, Bailey Addition and the northeasterly corner of that certain tract identified as the James Keller Tract; thence along the southerly line of said Parcel and the northerly line of said James Keller Tract, S.51°48'41"W., 40.64 feet to a point; thence continuing along the southerly line of said Parcel and the northerly line of said James Keller Tract, S.49°35'20"W., 225.82 feet to a point; thence S.49°33'43"W., 110.88 feet to the northwesterly corner of said James Keller Tract; thence along the easterly line of said Parcel and the westerly line of said James Keller Tract, S.0°00'59"W., 80.68 feet to a point in and intersection with the northerly line of West Collins Street; thence along the southerly line of said Parcel and the northerly line of said West Collins Street, S.64°00'19"W., 333.88 feet to the Point of Beginning.

Legal Description

THAT PART OF THE SE¼NW¼, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Legal Description

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September 7, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Kenneth S. King, Fire Chief
Daniel S. Griswold, Operations Division Chief *DSG*

SUBJECT: Equipment Transfer to Natrona County Sheriff's Department

Recommendation:

That Council, by resolution, authorizes the transfer of ownership of the Casper Fire-EMS Department's Achilles SG-140 inflatable boat with Mercury motor and trailer, and six (6) sets of dive gear, to the Natrona County Sheriff Department.

Summary:

The Casper Fire-EMS Department has not operated an underwater dive team since 2006. The training and equipment needs/maintenance of a dive team proved cost prohibitive. The Natrona County Sheriff's Department currently operates an underwater dive team and responds to calls for service within the City of Casper. As a means of contributing to the Sheriff's dive team, the Casper Fire-EMS department would like to transfer ownership of the below equipment to the Sheriff's Department.

- One (1) Achilles SG-140 inflatable boat with Mercury motor and trailer
- Six (6) sets of dive gear to include buoyancy compensators, masks, bottles, and ancillary equipment

In consideration of search and rescue services, the Casper Fire-EMS department will provide them with equipment that is no longer of value to the City or the department.

A Hold Harmless Agreement has been approved by the attorney's office and is attached.

A resolution has been prepared for Council's approval.

ACKNOWLEDGEMENT OF DISCLAIMER OF WARRANTY,
AND HOLD HARMLESS AGREEMENT
FOR TRANSFER OF
CITY OF CASPER FIRE DEPARTMENT
SURPLUS PROPERTY TO
NATRONA COUNTY SHERIFF'S OFFICE

The Natrona County Sheriff's Office assumes all risk for any loss or claim which arises out of, or as a result of, the use of the property being transferred. The Natrona County Sheriff's Office further acknowledges that the property is being transferred without warranty, either express or implied. No statements made by the City of Casper are intended to be, or are construed to be a warranty, nor do any such statements form a basis for this agreement. The City of Casper expressly disclaims any and all implied or express warranties and does not warrant that the property meets any safety codes or regulations of any state, federal or local agency. The City of Casper expressly disclaims any warranty of merchantability, warranty of fitness of goods for a particular purpose or that the goods even work. The Natrona County Sheriff's Office accepts the property as is without any expectation that it will perform.

The Natrona County Sheriff's Office agrees to indemnify and hold harmless the City of Casper, its officers, agents, employees, and elected officials for any and all losses arising out of any claim asserted as a result of transfer of ownership or subsequent use of the property. This agreement applies to the following property:

- Self Contained Breathing Apparatus
- Air Cylinders

I am authorized by the administrators of the Natrona County Sheriff's Office to bind the Natrona County Sheriff's Office.

APPROVED AS TO FORM:

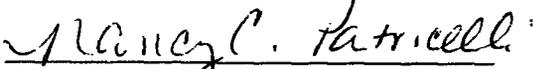


(agent) Natrona County Sheriff's Office



Date 4-2-03

Sworn to and Subscribed before me this 2nd day of April, 2003.



Notary Public

My Commission Expires Dec 3, _____, 20 06.

RESOLUTION NO. 16-236 __

A RESOLUTION AUTHORIZING THE TRANSFER OF OWNERSHIP OF THE FIRE-EMS DEPARTMENT'S INFLATABLE BOAT AND SURPLUS DIVE GEAR TO THE NATRONA COUNTY SHERIFF'S DEPARTMENT.

WHEREAS, Casper Fire-EMS department currently owns an Achilles inflatable boat and SCUBA gear; and,

WHEREAS, Casper Fire-EMS department no longer operates the boat or dive team; and,

WHEREAS, the boat and SCUBA gear are now surplus property; and,

WHEREAS, the Natrona County Sheriff's Department does operate an underwater dive team and responds for call for service within the City of Casper.

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 transfer of ownership of the City of Casper's Achilles inflatable boat and surplus SCUBA dive gear to the Natrona County Sheriff's Department..

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2016.

APPROVED AS TO FORM:



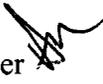
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

September 23, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public hearing for consideration of a zone change of Lots 5 & 6, Standard Oil Co. Subdivision, located at 911 CY Avenue and 1535 South Poplar Street.

Recommendation:

That Council, by ordinance, approve a zone change of Lots 5 & 6, Standard Oil Co. Subdivision, located at 911 CY Avenue and 1535 South Poplar Street, from R-2 (One Unit Residential) to C-2 (General Business), as recommended by the Planning and Zoning Commission.

Summary:

Cornerstone Commercial Partners, LLC has applied for a zone change of two (2) lots located immediately south of the former Shell gas station at the corner of CY Avenue and Poplar Street. The gas station was purchased and closed by the Wyoming Department of Transportation (WYDOT) when the recent construction improvements to the intersection occurred. The gas station property consists of two (2) different zoning classifications, C-2 (General Business) and R-2 (One Unit Residential), with the structure straddling the division between the two. Commercial uses are not listed as permitted uses in the R-2 (One Unit Residential) zoning district. The applicant has applied for a zone change of the two (2) southern-most lots from R-2 (One Unit Residential) to C-2 (General Business) to clean up the zoning of the property and bring it into conformance. Zoning surrounding the subject property is OYDSPC (Old Yellowstone District and South Poplar Street Corridor Form Based Code) to the north; C-2 (General Business) to the west; R-2 (One Unit Residential) to the south; and R-2 (One Unit Residential)/C-2 (General Business) to the east. Land uses in the surrounding area are a mix of residential and commercial.

The Future Land Use Concept Map element of the Comprehensive Land Use Plan shows the desired future land use classification of the area east of Poplar Street and south of CY Avenue to be "Single-Family (Moderate Density)." The area surrounding the subject property, along CY Avenue is designated as "General Commercial." It is unlikely that the former gas station would be redeveloped as single-family residential because of the surrounding land uses and heavy traffic on both CY Avenue and Poplar Street. The Comprehensive Land Use Plan states, as a repeated theme throughout the document, that infill on vacant or underutilized sites should be encouraged. A rezoning of the property

to C-2 (General Business) would not preclude single-family residential from constructing on the property, as single-family residential is a listed permitted use in the C-2 zone. However, the rezone would allow for the property to go back to a productive commercial use, rather than sitting vacant. Any commercial development of the vacant portion of the property immediately south of the gas station structure would require adequate buffering from the adjacent residential property.

The Planning and Zoning Commission recommended approval of the zone change after a public hearing on August 18, 2016. There were no public comments received.

*** Proof of Publication ***

CITY'S EXHIBIT # 2

Casper Star-Tribune
P.O. Box 80, Casper, WY 82602-0080, ph 307-266-0500

NOTICE-

The Casper City Council will hold a public hearing on Tuesday, October 4, 2016, at 6:00 p.m., in the City Council Chambers, located at 200 North David Street, Casper, Wyoming, to consider the following:
Consideration of a Zone Change of Lots 5 & 6, Standard Oil Co. Subdivision, located at 911 CY Avenue and 1535 South Poplar Street, from R-2 (One Unit Residential) to C-2 (General Business).
ATTEST:
Tracey L. Belsler
City Clerk

CITY OF CASPER.
A Municipal Corporation
Daniel Sandoval
Mayor
Published: September 16, 2016
Legal No: 9824

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING)
COUNTY OF NATRONA)

I, the undersigned, being a person in the employ of the Casper Star-Tribune, a newspaper published in CASPER, NATRONA COUNTY, WYOMING, and, knowing the facts herein set forth do so solemnly swear that a copy of the notice as per clipping attached was printed and published

Daily

Weekly

In the regular and entire issue of said newspaper, and not in any supplement thereof, for _____ Consecutive Days _____ Weeks

commencing with issue dated September 16, 2016
ending with issue dated September 16, 2016

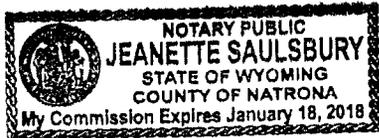
City of Casper
200 N. David St.
Casper, WY 82601

ORDER NUMBER 9824

Sharon H.
Signed

Subscribed in my presence and sworn to before me this

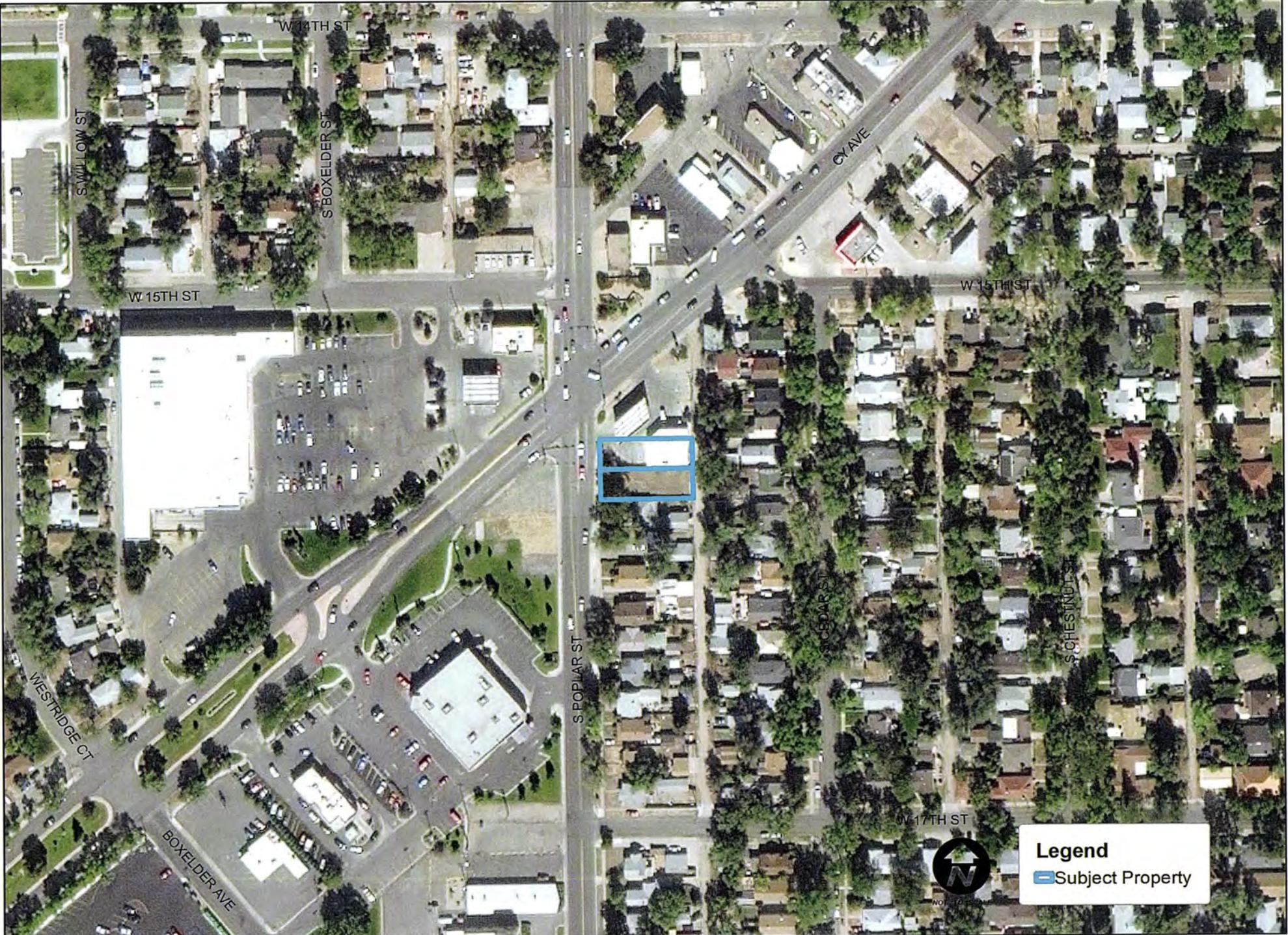
20th day of Sept 2016
Jeanette Saulsbury



PUBLISHED ON: 09/16/2016

TOTAL AD COST: 59.00
FILED ON: 9/16/2016

911 CY Avenue and 1535 S. Poplar Lot

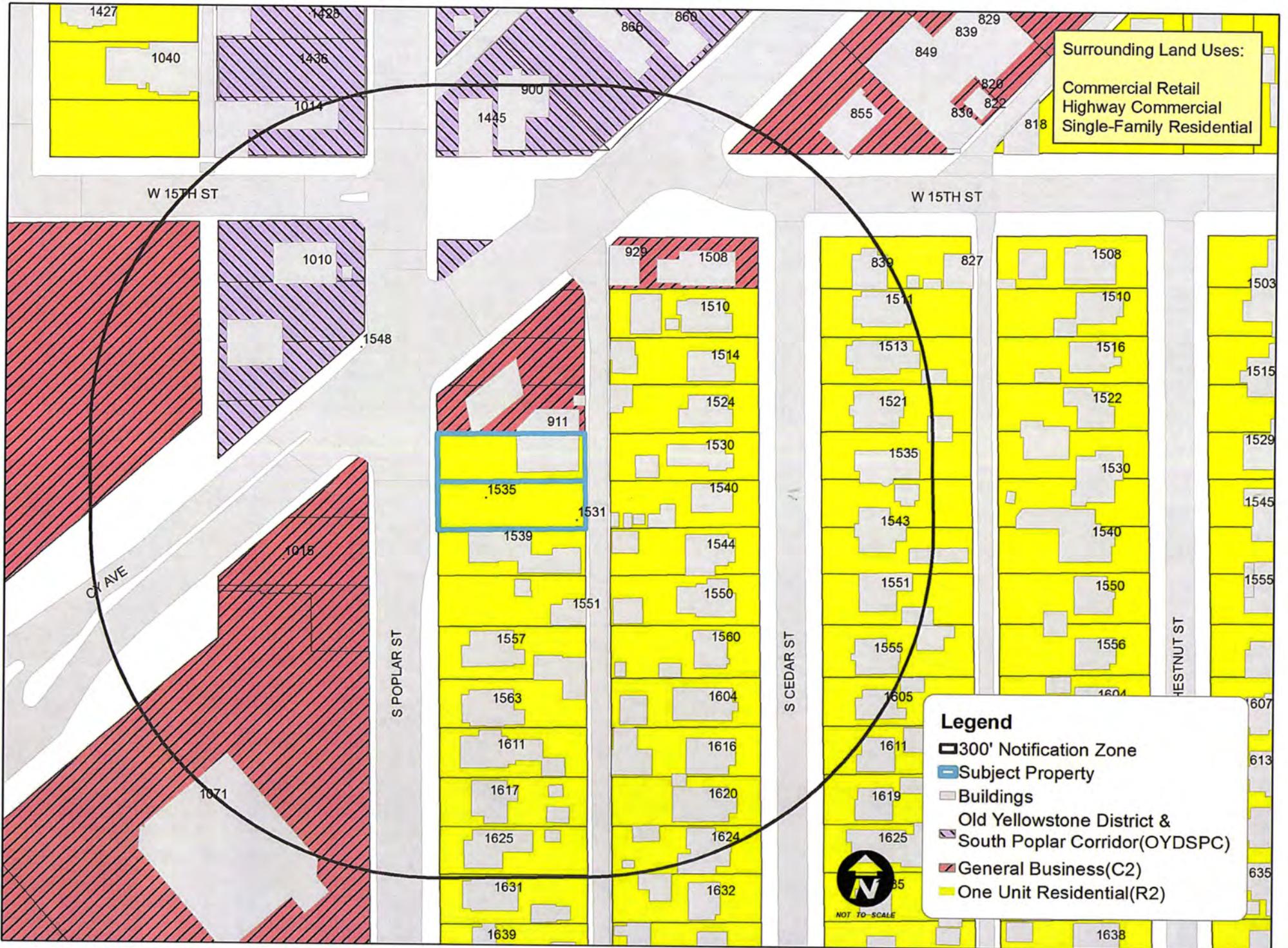


Legend
Subject Property



NOT TO SCALE

911 CY Avenue and 1535 S. Poplar Lot



ORDINANCE NO. 11-16

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 5 AND 6 OF THE STANDARD OIL COMPANY SUBDIVISION IN THE CITY OF CASPER, WYOMING.

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

WHEREAS, after a public hearing on August 18, 2016, 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:

Lots 5 and 6 of the Standard Oil Company Subdivision, more commonly known as 911 CY Avenue and 1535 South Poplar Street, are 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 ____ day of _____, 2016.

PASSED on 2nd reading the ____ day of _____, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2016.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

September 27, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey L. Belser, Assistant City Manager *TLB*
Pete Meyers, Assistant Support Services Director *PM*
Carla Mills-Laatsch, Customer Service Supervisor *CLM*

SUBJECT: Public Hearing for a transfer of ownership for Retail Liquor License No. 35, City of Casper, d.b.a Casper Events Center, located at 1 Events Drive.

Recommendation:

That Council, by minute action, authorize the transfer of ownership for Retail Liquor License No. 35, from City of Casper, d.b.a Casper Events Center, located at 1 Events Drive, to Global Spectrum, L.P., d.b.a Casper Events Center, located at 1 Events Drive.

Summary:

An application has been received for the transfer of ownership for Retail Liquor License No. 35, from City of Casper, d.b.a Casper Events Center, located at 1 Events Drive, to Global Spectrum, L.P., d.b.a Casper Events Center, located at 1 Events Drive.

This transfer is part of the management agreement with Global Spectrum, L.P., d.b.a Casper Events Center for the operational management of the Casper Events Center. Provisions in this contract state if Global Spectrum, L.P. d.b.a Spectra Venue Management and the City of Casper end this management agreement, this Retail Liquor License shall automatically revert back to the City of Casper. This will be subject to the liquor license transfer requirements of the Casper Municipal Code.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for four consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

Date Filed With Clerk: 09, 12, 14

	<u>Annual Fee</u>	<u>Prorated Fee</u>
Basic Fee:	\$ _____	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	
Total License Fee Collected:	\$ _____	\$ _____
Publishing Fee Collected:	\$ <u>188.96</u>	

Publishing Direct Billed:

Advertising Dates (2 wks): 9/7, 11, 18, 25 2014

Hearing Date: 10/14/2014

LICENSE TERM: 10 / 15 / 2016
Month Day Year

Through: 03 / 31 / 2017
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Retul 35

Formerly Held by: City of Casper Wyoming

Applicant: Global Spectrum, LP

Trade Name (dba): Casper Events Center

Premise Address: 1 Events Drive
Number & Street

Casper WY 82601 Natrona
City State Zip County

Mailing Address: 1 Events Dr
Number & Street or P.O. Box

Casper WY 82601
City State Zip

Business Telephone Number: 307 235-8459

Fax Number: (215) 389-9579

E-Mail Address: judy_pizzica@comcastspectacor.com

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

<p>FILING FOR</p> <p><input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input checked="" type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY OF CASPER</p> <p><input type="checkbox"/> COUNTY OF <u>Natrona</u></p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL PARTNERSHIP <input type="checkbox"/> LLC <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LLP <input checked="" type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p>	<p style="text-align: center;">TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE <input checked="" type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>WHEN DO YOU OPERATE?</p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Monday - Sunday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>8AM-2AM (M-SAT) 10AM-10PM (SUN)</u></p>
---	--	---

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
 (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)
19.5" X 5.5" Room in the Three Trails Area

(b) If Winery or Microbrewery, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.)
 MFG: _____

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location:
Events Center Exception W.S. 12-5-201(d)

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
Casper Events Center Zoning Park and Historic North Platte Park

2. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the building in which sales room is located? YES (own) N/A

(2) LEASE the building in which sales room is located? YES (lease)

(A) DATE lease expires _____ located on page _____ paragraph _____ of lease document.
 (B) Provision for SALE of alcoholic or malt beverages located on page _____ paragraph _____ of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: _____
5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b) YES NO
If "YES", explain: _____
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO *N/A*

RESORT LICENSE:

9. Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? *N/A*
W.S. 12-4-401(b)(i) YES NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?
W.S. 12-4-401(b)(iii) YES NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

MICROBREWERY LICENSE:

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO *N/A*
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL MICROBREWERY WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) YES NO
(Requires additional licensing with the Liquor Division)
- (b) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO *N/A*
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL MICROBREWERY WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B) *N/A*
- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

LIMITED RETAIL (CLUB) LICENSE:

14. VETERANS CLUBS W.S. 12-1-101(a)(iii)(A) *N/A*
- (a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

LIMITED RETAIL (CLUB) LICENSE:

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

N/A

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

LIMITED RETAIL (CLUB) LICENSE:

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

N/A

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

17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)

Each individual or partner must complete this section.

If the applicant is filing as a Club:

Each officer must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?		Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				NO <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No & Street City, State & Zip	Residence Phone Number	No of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
GLOBAL SPECTRUM, INC.						YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
COMCAST SPECTRUM VENTURES, LLC						YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PHILIP I. WEINBERG (DIRECTOR/OFFICER)		19046	7002			YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>

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

ORDINANCE NO. 9-16

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED WOLF CREEK EIGHT ADDITION, IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to replat Lots 3 and 4, and West 37th Street in Mountain Plaza Addition No. 5; and Lot 11 in Mountain Plaza Addition No. 6; to create the Wolf Creek Eight Addition, City of Casper, Wyoming; and,

WHEREAS, an application has been made to rezone all of the above described lots from zoning classifications PUD (Planned Unit Development), C-2 (General Business), and OB (Office Business) to R-2 (One Unit Residential); and,

WHEREAS, the City Council approved replats and zone changes of the subject property in 2014, via Ordinance Numbers 17-14 and 18-14; and,

WHEREAS, following approval of Ordinance Numbers 17-14 and 18-14, the Owner failed to execute and record the plat within the one (1) year limitation set forth in Section 16.24.060(F) of the Casper Municipal Code, and the plats became void; and,

WHEREAS, Ordinance Numbers 17-14 and 18-14 should be rescinded; and,

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

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

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

WHEREAS, the governing body of the City of Casper finds that the above described zone change, replat 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 above described zone change is hereby approved.

SECTION 2:

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

SECTION 3:

Ordinance Number 17-14 and Ordinance 18-14 are hereby rescinded, and of no further force or effect.

SECTION 4:

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

PASSED on 1st reading the 6th day of September, 2016.

PASSED on 2nd reading the 20th day of September, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2016.

APPROVED AS TO FORM:

Walker Trent

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

ORDINANCE NO. 10-16

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED CENTRAL WYOMING RESCUE MISSION ADDITION, IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat Lots K-T, Block 59 of the Eddings Subdivision, to create Central Wyoming Rescue Mission Addition, City of Casper, Wyoming; and,

WHEREAS, an application has been made to rezone the portion of the proposed Central Wyoming Rescue Mission Addition formerly described as Lots Q, R, S and T, Block 59 of the Eddings Subdivision, from M-1 (Limited Industrial) to C-3 (Central Business); and,

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

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

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

WHEREAS, the governing body of the City of Casper finds that the above described zone change, replat 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 above described zone change is hereby approved.

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the 6th day of September, 2016.

PASSED on 2nd reading the 20th day of September, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2016.

APPROVED AS TO FORM:

Walter Trembly

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

September 22, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Tracey L. Belser, Assistant City Manager; Support Services Director 

SUBJECT: Release of Local Assessment District (LAD) Liens

Recommendation:

That Council, by resolution, authorize a Lien Release to release paid Local Assessment District (LAD) liens filed against the properties listed on the exhibit (dated August 12, 2016) attached thereto.

Summary:

As the lien amount against the properties listed on the exhibit have been paid, it is now necessary to release these liens in order to remove them as an encumbrance against these respective properties.

A resolution has been prepared for Council's consideration.

LAD LIEN RELEASE INFORMATION

DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
8/12/2016	156	WESTWOOD #2	0	523	KIDD, JAMES	1842 FREMONT AVENUE	901815
8/12/2016	156	WESTWOOD #2	0	453	ZAJIC, SALLY /MC NAMARA	2025 FREMONT AVENUE	901815
8/12/2016	156	WESTWOOD #2	0	335	PEARCE, CHRISTINE M	1735 KEARNEY AVENUE	901815
8/12/2016	156	WESTWOOD #2	0	431	PARMELY, JUSTIN R	1904 LARAMIE AVENUE	901815
8/12/2016	156	WESTWOOD #2	0	510	HONEA, RIMI G	1831 KEARNEY AVENUE	901815
8/12/2016	156	WESTWOOD #2	0	432	CONDELARIO, ROBIN L AND DAWN	1914 LARAMIE AVENUE	901815
8/12/2016	156	WESTWOOD #2	0	612	VAN NORMAN, EVAN L	1654 BRIGHAM YOUNG AVENUE	901815

LIEN RELEASE

KNOW ALL MEN BY THESE PRESENTS, that the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David, Casper, Wyoming 82601, hereby certifies and states that the Local Assessment District Liens as set forth and itemized on Exhibit "A" attached hereto (the same being incorporated herein at this point as if fully set forth) have been fully paid and satisfied and said liens are hereby fully released and discharged.

Dated this _____ day of _____, 20____.

APPROVED AS TO FORM:



City Attorney

CITY OF CASPER, WYOMING,
A Wyoming Municipal Corporation:

By _____
Daniel Sandoval, Mayor

ATTEST:

City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing Lien Release was acknowledged before me this _____ day of _____, 20____, by Daniel Sandoval, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

Notary Public

My commission expires: _____

RESOLUTION NO. 16-237

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest a Lien Release for the real properties as itemized therein, all as located in Local Assessment District 156.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2016.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

September 21, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey Belser, Assistant City Manager/Support Services Director *TB*
Zulima Lopez, Assistant Support Services Director *ZL*

SUBJECT: ICMA-RC Retirement Health Savings Plan Fund Changes

Recommendation:

That Council, by resolution, adopt and sign a new Fund Participation Agreement for the ICMA Retirement Health Savings (RHS) Plans.

Summary:

The City of Casper entered into an Administrative Services Agreement with the International City Management Association Retirement Corporation (ICMA-RC) on July 1, 2011. This Service Agreement commissions ICMA-RC to invest and manage assets within VantageCare Retirement Health Savings Plans provided only for Fire personnel that are covered by the Local 904 Collective Bargaining Agreement. Historically, RHS Plan assets could be invested in Vantagepoint Funds, no-load, diversified mutual funds. However, ICMA-RC has informed the City of Casper that the Vantagepoint funds have been liquidated and will no longer be available to fund participants for investment.

ICMA-RC is now offering new VantageTrust II ("VT II") Funds to replace Vantagepoint Funds. VT II Funds are not mutual funds. The Fund units are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency. They are securities that are not registered under the Securities Act of 1933 and are exempt from investment company registration under the Investment Company Acts of 1940.

According to ICMA-RC, investments through VT II offers the following benefits to the RHS Plan and participants over the previous Vantagepoint Funds:

- Access to lower-cost investment options. ICMA-RC estimates that a plan with \$1 million previously invested among Vantagepoint Funds would experience savings of approximately \$800 each year by switching to VT II.
- Alignment of RHS plan and 457 plan fee structures. The RHS plan administration fee, currently deducted directly from participant accounts and reflected separately on participant statements, will instead be included in the daily unit value of each VT II Fund. This is the same method applied to the VantageTrust Funds available to 457 plans, simplifying participants' statements.

- Governance focused on the public sector. The VantageTrust Company (“VTC”) serves as trustee to the new VT II. VTC also serves as trustee to the VantageTrust, through which the VantageTrust Funds are made available to 457 plans. Adopting VT II and investing in the VT II Funds will provide the benefit of common governance focused on the interests of public sector plans and their participants.

In order for ICMA-RC to invest in the new VT II Funds, the City of Casper must first sign a Participation Agreement with VantageTrust Company, LLC, the trustee of the VantageTrust II Multiple Collective Investment Funds.

Existing assets that were invested in liquidated Vantagepoint funds have been transferred to the program’s default fund, the Fidelity Government Money Market Fund. Plan participants have been sent notice of this transfer. Upon adoption of VT II, plan members will have the option to move funds to, and have future contributions directed to, funds within VT II. We anticipate this option will be available, with notice to participants, on or around November 18, 2016.

RHS Plan participants can change their investment funds at any time. Adoption of VT II Funds simply provides additional funds as investment options. Plan participants are encouraged to carefully consider investment goals, tolerance for risk, investment time horizon, and personal circumstances prior to investing in VT II funds.

There is no additional funding required with this change.

A resolution and Participation Agreement are prepared for Council’s consideration.

APPROVAL AS TO FORM

I have reviewed the attached *VantageTrust II Multiple Collective Investment Funds Trust Participation Agreement with the City of Casper*. and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 22, 2016



Wallace Trembath III
Assistant City Attorney

VantageTrust II Multiple Collective Investment Funds Trust

Participation Agreement

City of Casper

This Participation Agreement is by and between VantageTrust Company, LLC (“Trust Company”), the trustee of the VantageTrust II Multiple Collective Investment Funds Trust (the “Trust”), and the employer executing this Participation Agreement (“Employer”) on behalf of the retirement plan(s) or retirement trust(s) identified on the signature page and effective as of the date specified at the end of this Agreement (the “Retirement Trust”).

RECITALS

1. The Trust Company maintains the Trust (including each separate investment fund established as a “Fund”) under the Declaration of Trust dated January 1, 2015, and all other attachments thereto, as amended and in effect from time to time (the “Declaration of Trust”), as a medium for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended, and related trusts, and other eligible investors that become Participating Trusts under the Declaration of Trust (defined as “Eligible Trust” in the Declaration of Trust).
2. The Retirement Trust desires to become a Participating Trust as defined in the Declaration of Trust.

DEFINITIONS

1. Unless otherwise specified herein, any capitalized word or phrase shall have the meaning as set forth in the Declaration of Trust.

AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree to the following:

1. **Appointment and Acceptance.** The Employer hereby acknowledges that the Trust Company has appointed ICMA Retirement Corporation (“Investment Adviser”), an investment adviser registered under the Investment Advisers Act of 1940, as an investment adviser, pursuant to the terms of the Declaration of Trust to provide advice and recommendations to the Trust Company in the management of the Funds. The Employer further acknowledges and accepts that the Trust Company is a wholly owned subsidiary of Investment Adviser.
2. **Adoption of Trust.** The Retirement Trust’s participation in each Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Retirement Trust and this Participation Agreement. The Retirement Trust’s participation in each Fund will also be subject to the terms of the Declaration of Trust.
3. **Acceptance of Plan.** The Trust Company accepts the Retirement Trust (including each plan forming a part thereof) as a Participating Trust as of the date specified on the execution page of this Participation Agreement.
4. **Notice of Disqualification.** In the event that the Retirement Trust ceases to be an Eligible Trust as defined in the Declaration of Trust, then, in the case of any such event, the Employer shall deliver to the Trust Company a written notice of its ceasing to be an Eligible Trust within thirty (30) calendar days of receipt of any notice,

execution of any amendment, receipt of any letter or determination of such cessation. Upon the Trust Company's receipt of such information, in writing or otherwise, the Retirement Trust's Units shall be redeemed in accordance with the provisions of the Declaration of Trust.

WARRANTIES, REPRESENTATIONS AND COVENANTS OF EMPLOYER AND ELIGIBLE TRUST

1. Employer and Retirement Trust represent and warrant as follows:

- A. The Retirement Trust meets the definition of an "Eligible Trust" under the Declaration of Trust. This means the Retirement Trust is any of the following:
 - i. a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or
 - ii. an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or
 - iii. Section 401(a)(24) governmental plans; or
 - iv. any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or
 - v. an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or
 - vi. any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.
- B. The Retirement Trust is established, maintained and administered under one or more documents that authorize part or all of the assets of the Retirement Trust to be transferred to, and commingled for investment purposes in, a Trust that meets the requirements of Revenue Ruling 81-100;
- C. The Declaration of Trust (including each Fund thereunder) is adopted as part of the Retirement Trust;
- D. Authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Employer or the Retirement Trust has been obtained and any necessary filing with any of the foregoing has been duly made.

2. Employer hereby represents and acknowledges the following:

- A. It has the requisite authority to enter into this Participation Agreement on behalf of the Retirement Trust, to authorize investments under the provisions of the documents of the Retirement Trust and to make, on behalf of the Retirement Trust, any and all certifications, covenants, representations or warranties set forth in this Agreement.

- B. It has received and reviewed the Declaration of Trust, any addenda thereto, the VantageTrust II Funds Disclosure Memorandum, and any additional materials and information it has requested describing the Trust, and its business and operation, and that in making a prudent investment decision with respect to the contribution of assets to the Trust in exchange for Units, the Employer has relied solely upon independent investigations made, directly or indirectly, by it.
 - C. It has been given the opportunity to review with the Trust Company the terms and conditions of this Participation Agreement and the Declaration of Trust, and to obtain additional information to verify the accuracy of the information contained in the aforesaid materials, and such other information as it desires to evaluate its investment in the Trust.
 - D. The Units of the Fund(s) have not been registered under the Securities Act of 1933, or the applicable securities laws of any states or other jurisdictions.
 - E. Neither the Trust nor any Fund is registered under the Investment Company Act of 1940 and investors are not entitled to the protections of that Act.
 - F. The Units of the Fund(s) are not insured by the Federal Deposit Insurance Corporation or any other type of deposit insurance coverage.
3. Each party agree to promptly notify the other party in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is given, each party may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Participation Agreement in connection with all matters related to the Funds and the Trust.

FEES AND EXPENSES

- 1. Fees and expenses incurred with respect to the Trust, including compensation of the Trustee, shall be paid in accordance with the Declaration of Trust.

MISCELLANEOUS

- 1. **Construction.** This Participation Agreement shall be deemed to be executed and delivered in the State of Wyoming, and, except to the extent superseded by federal laws, all laws or rules of construction of the State of Wyoming shall govern the rights of the parties hereto and the interpretation of provisions of this Participation Agreement.
- 2. **Counterparts.** This Participation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute one and the same Participation Agreement of the parties hereto.
- 3. **Amendments.** This Participation Agreement shall be automatically amended by any amendment to the Declaration of Trust, and all such amendments shall be automatically incorporated by reference herein, and any provisions of this Participation Agreement inconsistent with the terms of such amendment shall be null and void on and after the effective date of such amendment.
- 4. **Agreement Conflicts.** In the event that any terms of this Participation Agreement conflict with or are in addition to the terms of any Administrative Services Agreement ("ASA") between the parties, the terms of the ASA and the Declaration of Trust shall prevail. In the event that the terms of this Participation Agreement conflict with the terms of the Declaration of Trust, the terms of the Declaration of Trust shall prevail.

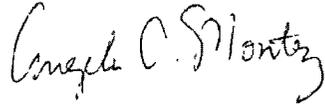
5. **Prohibited Transactions.** If the Trust Company determines that the Retirement Trust's involvement with certain assets, liabilities or transactions will result, or has resulted, in the Trust engaging in a transaction that is prohibited by the Internal Revenue Code, Securities Act of 1933, Investment Company Act of 1940 or other applicable law, the Trust Company, in its reasonable discretion, may take action to correct such prohibited transaction, or may treat the Retirement Trust as having withdrawn from participation and shall redeem the Retirement Trust's Units, all in accordance with the Declaration of Trust.
6. **Severability.** Each clause or term of this Participation Agreement is severable from the entire Participation Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.
7. **WYOMING GOVERNMENTAL CLAIMS ACT.** The Employer 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 Employer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified below.

VantageTrust II Multiple Collective Investment Funds Trust

By: VantageTrust Company, LLC, as Trustee,



By: Angela Montez
Secretary

Plan/Retirement Trust:

Plan/Retirement Trust Name ICMA-RC Plan Number

Plan/Retirement Trust Name ICMA-RC Plan Number

By: _____
Name of Employer or Fiduciary Customer Number

By: _____
Authorized Officer Signature Date

Printed Name and Title

Address Line 1

Address Line 2

Telephone Number

**VantageTrust II Multiple Collective Investment Funds Trust
Declaration of Trust**

WHEREAS, VantageTrust Company, LLC, a trust company organized under the laws of the State of New Hampshire (the "Trustee"), hereby establishes the **VantageTrust II Multiple Collective Investment Funds Trust** (the "Trust") pursuant to this Declaration of Trust effective January 1, 2015; and

WHEREAS, the Trust is intended to provide for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended ("Code"), and related trusts, and other eligible investors that become Participating Trusts hereunder; and

WHEREAS, it is intended that the Trust established hereunder shall be exempt from taxation under Code Section 501(a) and qualify as a group trust under Revenue Ruling 81-100 (and any successor ruling, regulation, or similar pronouncement), and that this Declaration of Trust shall be construed, and shall be administered, to give effect to that intention.

NOW, THEREFORE, the Trustee declares that it will hold and administer in trust all money and property acceptable to it and received or purchased by it as Trustee hereunder, together with the income and proceeds thereof upon the following terms and conditions.

**ARTICLE 1
DEFINITIONS**

- 1.01** "Affiliate" means any entity controlling, controlled by, or under common control with the Trustee.
- 1.02** "Business Day" means any day in which the New York Stock Exchange is open for trading.
- 1.03** "Class" means a class of a Fund established and maintained pursuant to the provisions of Article 2.
- 1.04** "Code" means the Internal Revenue Code of 1986, as amended from time to time. Any reference to a provision of the Code in the Declaration of Trust also shall be deemed to refer to any successor provision.
- 1.05** "Declaration of Trust" means this Declaration of Trust.
- 1.06** "Dedicated Account" means a segregated account established and maintained in accordance with Article 8 to hold cash, securities, or other assets received from, and other investments made for the benefit of, one or more Participating Trusts pending the investment of such assets in a Fund, or in connection with the distribution or withdrawal of such assets.

- 1.07** "Description of Classes" has the meaning ascribed to it in Section 2.02.
- 1.08** "Eligible Trust" means any of the following:
- (a) a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or
 - (b) an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or
 - (c) Section 401(a)(24) governmental plans; or
 - (d) any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or
 - (e) an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trustee consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or
 - (f) any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.
- 1.09** "Fund" means a fund of the Trust established and maintained pursuant to the provisions of Article 2. The Funds so established shall be known as the "VantageTrust II Funds."
- 1.10** "Investment Guidelines" has the meaning ascribed to it in Section 4.01.
- 1.11** "Investment Adviser" means, for purposes of this Agreement, International City Management Association Retirement Corporation, as of the date of this Declaration of Trust, and any successor appointed hereunder to provide investment advice and services to the Trust or Trustee.
- 1.12** "Liquidating Account" means a segregated account established and maintained in accordance with Article 8 to facilitate the liquidation and pricing of the assets contained therein for the benefit of any Participating Trust holding a beneficial interest therein.
- 1.13** "Local Currency" has the meaning ascribed to it in Section 5.02(c).

- 1.14** **"Participating Trust"** means an Eligible Trust which has executed a Participation Agreement, has been accepted to the Trust by the Trustee, has transferred assets to the Trust, and has a beneficial interest in the Trust.
- 1.15** **"Participation Agreement"** means an agreement entered into by the Trustee and an Eligible Trust pursuant to which such Eligible Trust will become a Participating Trust upon acceptance to the Trust by the Trustee, and certain assets of such Participating Trust will be invested in the Trust.
- 1.16** **"Plan Fiduciary"** means the person or persons, or his, her, its or their duly authorized agent, who directs the investments of the assets of a Participating Trust in the Trust, but shall not include the Trustee in its capacity as Trustee of the Trust or the Investment Adviser in its capacity as investment adviser to the Trustee and the Trust. If the person who directs the investments of any assets of a Participating Trust in the Fund is a participant or beneficiary, or the duly authorized agent of such participant or beneficiary, entitled to benefit from the Participating Trust and is acting in his capacity as such, then Plan Fiduciary shall mean the plan sponsor or appropriate plan fiduciary, or any duly authorized agent thereof, which has authorized the use of the Fund as an investment option for participants and beneficiaries of the relevant Participating Trust.
- 1.17** **"Revenue Ruling 81-100"** means Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, as amended by and clarified in Revenue Ruling 2004-67, 2004-2 C.B. 28, Revenue Ruling 2011-1, 2011-2 C.B. 251, Revenue Ruling 2014-24, 2014-37 I.R.B. 529, and Notice 2012-6, 2012-3 I.R.B. 293, and as may be further amended or clarified from time to time, including any applicable rules or interpretations of the Department of the Treasury or the Internal Revenue Service, or any other subsequent corresponding Internal Revenue Service Revenue Ruling or other guidance regarding a tax-exempt "group trust."
- 1.18** **"Trust"** has the meaning ascribed to it in the Recitals.
- 1.19** **"Trustee"** has the meaning ascribed to it in the Recitals.
- 1.20** **"Unit"** means a book-entry record used to determine the value of an undivided beneficial interest in a Fund or a Class of a Fund calculated as provided in Section 5.01.
- 1.21** **"Valuation Date"** means each Business Day upon which the Trustee is open for business unless the Trustee shall determine otherwise, in accordance with Section 5.03.

ARTICLE 2
ESTABLISHMENT OF FUNDS AND CLASSES OF FUNDS

- 2.01 Establishment of Funds.** The Trustee may from time to time establish such Funds as it deems necessary and advisable to provide for the collective investment and reinvestment of assets of Participating Trusts. Each Fund shall be administered, managed, and invested separately. The Investment Guidelines, including the applicable investment objectives, guidelines, and policies, for each Fund are set forth in Appendix A hereto. There is no assurance that any of the Funds will achieve its investment objectives.
- 2.02 Establishment of Classes.** The Trustee, in its sole discretion and at any time, may divide a Fund into one or more Classes with differing fee and expense obligations or liabilities. The beneficial interest of each Participating Trust in a Class will be represented by Units. The Trustee may establish a Class by attaching a written description of Classes as Appendix B to this Declaration of Trust (the "Description of Classes"), which will specify the Trustee's rate of compensation and other expenses, costs, charges, and liabilities allocable to each Class of Units, as well as any conditions that must be satisfied to participate in such Class. Each Unit of a Class of a Fund shall represent an undivided proportionate interest in all the assets of the Fund.
- 2.03 Change In the Units.** As of any Valuation Date, the Trustee, in its sole discretion, may make a uniform change in the Units of any Class of a Fund either by dividing such Units into a greater number of Units of lesser value, or combining such Units to produce a lesser number of Units of greater value, provided that the proportionate interest of each Participating Trust in a Fund or Class of a Fund, as the case may be, shall not thereby be changed.
- 2.04 No Certificates.** No certificates shall be issued to evidence any Participating Trust's interest in the Trust, but the Trustee shall keep a record of the number of Units held by each Participating Trust.

**ARTICLE 3
PARTICIPATION**

3.01 **Conditions of Participation.** The Trustee shall accept assets under this Declaration of Trust only from an Eligible Trust that:

- (a) will not jeopardize the Trust's exemption from the registration requirements of the Federal and state securities law by virtue of the Eligible Trust's investment of assets in the Trust; and
- (b) is governed by one or more instruments that authorize the investment of the Eligible Trust's assets in collective or commingled trust funds generally, or in the Trust specifically, and that provide that the Trust will become a part of the Eligible Trust upon adoption by such Eligible Plan.

Each Eligible Trust that desires to become a Participating Trust shall establish to the Trustee's satisfaction that it meets the conditions of participation set forth in this Section 3.01, including that it satisfies the definition of Eligible Trust in Section 1.08. Upon the Trustee's request, such Eligible Trusts shall provide such written evidence or other assurances that the Trustee may deem necessary or advisable.

3.02 **Commencement and Continuation of Participation.** An Eligible Trust shall become a Participating Trust in a Fund upon the Trustee's acceptance, in the Trustee's sole discretion, of such Eligible Trust's application to become a Participating Trust, and as of the Valuation Date specified in the applicable Participation Agreement. An Eligible Trust that has been accepted as a Participating Trust shall continue to be eligible to participate in the Trust, subject to the following conditions:

- (a) During such time as any assets of a Participating Trust are held in the Trust, (i) this Declaration of Trust shall govern the management and administration of such assets, and (ii) any inconsistency between the governing instrument of the Participating Trust and this Declaration of Trust relating to the management or administration of the Participating Trust's assets held hereunder, or to the rights, powers, responsibilities or liabilities of the Trustee with respect thereto, shall be resolved in favor of this Declaration of Trust.
- (b) If at any time a Participating Trust shall fail to satisfy all of the conditions of participation set forth in this Section 3.02, including that it satisfies the definition of Eligible Trust in Section 1.08, such Participating Trust shall promptly notify the Trustee. Notwithstanding

any provision herein to the contrary, if the Trustee receives actual notice that a Participating Trust has ceased to be an Eligible Trust, or if the Trustee determines in its sole discretion that a Participating Trust should withdraw for any reason, the Trustee shall take all steps necessary to distribute to such Participating Trust its entire interest in the Trust in accordance with Section 3.06 below as soon as practicable after the Trustee receives such notice or makes such determination.

3.03 Other Conditions of Participation. The Trustee may establish other conditions for eligibility to participate in any particular Fund or Class of a Fund by setting forth such conditions in the applicable Description of Classes for such Fund.

3.04 Investments.

- (a)** Subject to the Trustee's discretion, and in accordance with such procedures as the Trustee shall prescribe from time to time, a Participating Trust may, as of any Valuation Date, acquire a beneficial interest in any Class of a Fund by transferring to the Trustee, either directly or with such other trade delivery mechanisms as the Trustee in its sole discretion may permit, such assets as (i) the Plan Fiduciary of such Participating Trust shall instruct, or (ii) if such Participating Trust permits participants and beneficiaries thereof to direct investment of their accounts, and such instructions are communicated to the Trustee by such participants and beneficiaries, as such participants and beneficiaries shall instruct.
- (b)** A Participating Trust may invest in the Trust in cash or in-kind, or partly in cash and partly in-kind, as the Trustee in its sole discretion determines. Only cash and such other assets as are permissible investments for a Fund, and which are acceptable to the Trustee, may be invested in the Trust. The Trustee shall value assets transferred in-kind in accordance with Section 5.02 as of the Valuation Date on which such transfer is made, subject to Section 3.07 below.
- (c)** The Trustee shall credit the account of each Participating Trust that transfers assets to the Trust the number of Units that such assets will purchase at the value of each Unit of the Class in which the Participating Trust will acquire an interest on the Valuation Date on which the transfer is made.

3.05 Withdrawals. Subject to the Trustee's discretion and Section 5.03, and in accordance with such procedures as the Trustee shall prescribe from time to

time, a Participating Trust may, as of any Valuation Date, request to withdraw any number of Units of any Class of the Fund in which it has invested and has an interest.

Unless the Plan Fiduciary specifies a different Valuation Date, withdrawals will normally be effective no later than the Valuation Date following the date on which the Trustee receives the withdrawal instructions, provided that the Trustee receives such withdrawal instructions on or before 12:00 p.m. Eastern Time on such date. If the Trustee receives withdrawal instructions after 12:00 p.m., such withdrawal shall normally be effective no later than two (2) Business Days following the Trustee's receipt of such withdrawal instructions.

3.06 Distributions upon Withdrawal. Upon the withdrawal of Units of any Class of a Fund by a Participating Trust, subject to the provisions of Section 3.07 below, the Trustee shall distribute from such Fund to the Participating Trust making such withdrawal a sum arrived at by multiplying the number of Units withdrawn by the value of each Unit of such Class of such Fund as of the close of business on the effective date of the withdrawal.

Such sum shall be distributed in cash or in-kind, or partly in cash and partly in-kind (including, but not limited to, an in-kind distribution of beneficial interests in a Liquidating Account or Dedicated Account), as the Trustee in its sole discretion determines. Distributions to individual participants in a Participating Plan will normally be paid in cash, but the Trustee reserves the right to pay such distributions in-kind, in whole or in part, to the extent permitted under applicable law. The Trustee shall determine the value of any asset that is distributed in-kind in accordance with the procedures set forth in Section 5.02 as of the close of business on the effective date of the withdrawal.

Distributions shall be paid within a reasonable time following the effective date of the applicable withdrawal. The Trustee may, however, delay distribution of any withdrawal for up to an additional ninety (90) calendar days in the event that the Trustee determines, in good faith and in its discretion, that an earlier distribution may have an adverse impact on the Fund. Further, any distribution payment may be delayed if the Trustee determines that it cannot reasonably make such distribution payment on account of an order, directive, or other interference by an official or agency of any government, or on account of any other cause reasonably beyond its control, including, but not limited to, illiquid markets or illiquid securities. If a distribution is delayed, if permitted under applicable law, the Participating

Trust will not receive any interest or other income for the period between the effective date of the withdrawal and the date the distribution is paid.

In the absence of a proper direction from the withdrawing Participating Trust, the Trustee may in its discretion move the assets of such Participating Plan to a general trust account established by the Trustee or an Affiliate, and may charge reasonable fees for services against the Participating Trust's assets.

3.07 Investment and Withdrawal Expenses. The Trustee may, in its sole discretion and to the extent permissible under applicable law, determine that the actual expenses incurred, or estimated expenses expected to be incurred, in connection with a Participating Trust's investment in, or withdrawal from, a Fund should be borne by the Participating Trust making such investments or withdrawals. Such expenses shall be collected by the Trust for the exclusive benefit of the applicable Fund and be charged to such Participating Trust by reducing the number of Units issued or to be issued to any such Participating Trust or the amount of cash or securities to be distributed to any Participating Trust, as the case may be, by the amount of such expenses, which amount the Trustee shall determine in good faith and in its sole discretion.

ARTICLE 4
INVESTMENTS AND ADMINISTRATION

- 4.01 Fund Investment Guidelines.** Subject to the provisions of this Article 4, the Trustee shall invest and reinvest the assets of each Fund in accordance with the Investment Guidelines of such Fund. The decision of the Trustee as to whether an investment is of a type which may be purchased by a Fund under a Fund's Investment Guidelines shall be conclusive and binding on all persons having an interest in the Fund. In the case of any conflict between the specific terms of the Investment Guidelines, and this Declaration of Trust, the Investment Guidelines shall control, except that no term of the Investment Guidelines may vary any term or condition of this Declaration of Trust that would cause the Trust to fail to qualify as a group trust under Revenue Ruling 81-100.
- 4.02 Temporary Net Cash Overdrafts.** The Trustee may, to the extent permitted by law, extend credit to the Trust to cover temporary net cash overdrafts of the Trust, or for other permissible purposes, but shall not otherwise lend money or sell property to, or borrow money or buy property from the Trust or a Fund, nor shall the Trustee have any interest in the Trust or a Fund, other than in its fiduciary capacity.
- 4.03 Ownership of Assets.** The ownership of all assets of the Trust and of each Fund shall at all times be considered as vested in the Trustee in its fiduciary capacity. No Participating Trust shall be deemed to have an ownership interest in any asset of any Fund, but each Participating Trust invested in a Fund shall have an undivided beneficial interest in such Fund and shall share proportionately with all other Participating Trusts invested in such Fund in the net income, profits, and losses thereof, to the extent permissible under applicable law and subject to the allocation of certain fees and expenses with respect to the various Classes, if any, of the Fund.
- 4.04 Cash Balances.** The Trustee may hold such part of a Fund un-invested as may be reasonably necessary for orderly administration of the Fund, and may deposit cash awaiting investment or distribution in short-term investments which it determines bear a reasonable rate of interest, or in interest-bearing accounts maintained by any bank or savings association, so long as the deposits of such bank or savings association are insured by the Federal Deposit Insurance Corporation up to the applicable limits.
- 4.05 Dealings with the Funds.** All persons extending credit to the Trust for a particular Fund, contracting with the Trustee with respect to a Fund, or having any claim of any type related to a Fund hereunder (including, but not

limited to, contract, tort and statutory claims) shall look only to the assets of such Fund (and not to the assets of any other Fund) for payment under such credit, contract or claim. No Participating Trust, or any beneficiary, trustee, employee or agent thereof, or the Trustee (or any Affiliate), or any of the officers, directors, shareholders, partners, employees or agents of the Trustee (or any Affiliate) shall be personally liable for any obligation of any Fund. Every act or thing whatsoever executed or done by or on behalf of any Fund shall be conclusively deemed to have been executed or done only by or for such Fund, and no Fund shall be answerable for any obligation assumed or liability incurred by another Fund established hereunder.

4.06 Management Authority. The Trustee shall have exclusive management and investment authority with respect to any Fund established pursuant to this Declaration of Trust. Subject to the foregoing, the Trustee may retain and consult with such investment advisers or other consultants, including, but not limited to, any Affiliate of the Trustee, as the Trustee in its sole discretion may deem advisable, to assist it in carrying out its responsibilities under this Declaration of Trust pursuant to Section 4.07(v) below. The Trustee may, in its sole discretion, incorporate the advice of such investment advisers and other consultants into any Investment Guidelines, investment objectives, or restrictions. Notwithstanding the appointment of an investment adviser or consultant, all final investment decisions for a Fund shall be made by the Trustee.

4.07 Management and Administrative Powers. The Trustee shall have the rights, powers, and privileges of an absolute owner in the management and administration of each Fund established pursuant to this Declaration of Trust. In addition to and without limiting the powers and discretion conferred upon the Trustee elsewhere in this Declaration of Trust, but subject to any restrictions in the Investment Guidelines with respect to the Fund(s), or by applicable law, the Trustee shall have the following discretionary powers with respect to the Trust:

- (a)** To subscribe for and to invest and reinvest Trust assets in, to enter into contracts with respect to, and to hold for investment and to sell or otherwise dispose of any property whatsoever and wherever situated, and whether or not productive of income or consisting of wasting assets, including, but not limited to: (i) asset-backed securities, bankers' acceptances, bonds, commercial paper, debentures, mortgages, notes, and all other evidences of indebtedness; (ii) beneficial interests in any trusts; (iii) calls, puts, spreads, straddles or any combination thereof; (iv) certificates of

demand, demand or time deposits; (v) commodity or security futures, including contracts for the future delivery of currency or money market instruments; (vi) common and preferred stocks; (vii) convertible securities, limited partnership interests, participations or profit-sharing interests, subscription rights, warrants and all other contracts for or evidences of equity interests; (viii) direct or indirect interests in mortgages on real estate and real estate; (ix) foreign currencies; (x) forward and spot contracts; (xi) indexed and variable interest notes and investment contracts; (xii) individual securities, both domestic and foreign; (xiii) interests in collective investment funds that are exempt from tax under the Code (including but not limited to interests in any collective investment fund the Trustee or any of its Affiliates maintain (and while the assets are so invested, such collective investment funds and the instruments pursuant to which such collective investment funds are established shall constitute a part of this Declaration of Trust with respect to the Fund that holds such interest)); (xiv) obligations guaranteed or issued by foreign sovereign governments; (xv) obligations guaranteed or issued by state or local governments or instrumentalities; (xvi) obligations guaranteed or issued by the U.S. Government and its agencies and instrumentalities; (xvii) options on futures contracts; (xviii) options on indexes and securities; participation and trust certificates; (xix) repurchase agreements; (xx) securities issued by registered or unregistered investment companies (including but not limited to such companies that the Investment Adviser, the Trustee or any of their respective Affiliates maintains or advises); (xxi) security-based and non-security-based swap agreements; and (xxii) uninvested cash, pending investment or distribution.

- (b)** To lend, pledge, mortgage, hypothecate, write options on and lease any of the securities, instruments or assets referred to in Section 4.07(a) above, and without limiting the foregoing, to engage in any securities lending program on behalf of the Trust in compliance with applicable law (and in connection therewith, to direct the investment of cash collateral and other assets received as collateral in connection therewith), and during the term of such loan of securities to permit the securities so lent to be transferred in the name of and voted by the borrower, or others;

- (c)** To make distributions to the Participating Trusts, payable in cash, property or any combination of cash and property as determined by the Trustee in its sole discretion, out of the assets of the Trust;
- (d)** To establish and maintain bank, brokerage, commodity, currency, and other similar accounts, whether domestic or foreign, to enter into agreements in connection therewith, and, from time to time, to deposit securities or other Trust assets in such accounts;
- (e)** To sell securities and other assets for cash or upon credit, to convert, redeem, or exchange securities or property, to tender securities pursuant to tender offers, or otherwise to dispose of any securities or other assets at any time held by a Fund, or by the Trustee on behalf of a Fund;
- (f)** Subject to Section 4.05 above, to borrow money and in connection with any such borrowing, to issue notes or other evidences of indebtedness to secure such borrowing by mortgaging, pledging, or otherwise subjecting the Trust assets to security interests, to lend Trust assets, to endorse or guarantee the payment of any notes or other obligations of any person, and to make contracts of guaranty or suretyship, or otherwise assume liability for payment thereof;
- (g)** To incur and pay out of the assets of a Fund any charges, taxes, and expenses which in the opinion of the Trustee are necessary or incidental to, or in support of, the carrying out of any of the purposes of this Declaration of Trust or the Investment Guidelines applicable to such Fund (including, but not limited to, the compensation and fees for the Trustee, custodians, the valuation committees or agents, depositories, pricing agents, transfer agents, accountants, attorneys, brokers and broker-dealers, proxy voting agents and other independent contractors or agents);
- (h)** To join with other holders of any securities or debt instruments in acting through a committee, depositary, voting trustee or otherwise, and in that connection to deposit any security or debt instrument with, or transfer any security or debt instrument to, any such committee, depositary or trustee, and to delegate to them such power and authority with relation to any security or debt instrument (whether or not so deposited or transferred) as the Trustee shall deem proper, and to agree to pay, and to pay, such portion of the expenses and compensation of such committee, depositary or trustee as the Trustee shall deem proper;

- (i)** To enter into joint ventures, general or limited partnerships, limited liability companies, and any other combinations or associations formed for investment purposes;
- (j)** To collect and receive any and all money and other property due to the Trust and to give full discharge thereof;
- (k)** To maintain the indicia of ownership of assets outside the United States to the extent permitted by applicable law;
- (l)** To transfer any assets of the Trust to a custodian or sub-custodian employed by the Trustee;
- (m)** To retain any property received by the Trust at any time, and to sell or exchange any property for cash, on credit or for other consideration, at public or private sale;
- (n)** To exercise or dispose of any conversion, subscription, or other rights, discretionary or otherwise, including but not limited to the right to vote and grant proxies appurtenant to any property held by the Trust at any time, and to vote and grant proxies with respect to all investments held by the Trust at any time;
- (o)** To renew or extend any obligation held by the Trust;
- (p)** To register or cause to be registered such property in the name of a nominee of the Trustee or any custodian or sub-custodian appointed by the Trustee, provided that the records of the Trustee and any such custodian or sub-custodian shall show that such property belongs to the Trust;
- (q)** To deposit securities with a securities depository and to permit the securities so deposited to be held in the name of the depository's nominee, and to deposit securities issued or guaranteed by the U.S. government or any agency or instrumentality thereof, including but not limited to securities evidenced by book-entry rather than by certificate, with the U.S. Department of the Treasury, a Federal Reserve Bank, or other appropriate custodial entity, provided that the records of the Trustee or any custodian or sub-custodian appointed by the Trustee shall show that such securities belong to the Trust;
- (r)** To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust to commence or defend suits or legal proceedings whenever, in the Trustee's judgment, any interest of the Trust so requires, to represent the Trust in all suits or

legal proceedings in any court or before any other body or tribunal, and to pay from the Trust all costs and reasonable attorneys' fees in connection therewith;

- (s)** To organize or acquire one or more corporations, wholly or partly owned by the Trust, each of which may be exempt from Federal income taxation under the Code, to appoint ancillary or subordinate trustees, custodians, or sub-custodians to hold title to or other indicia of ownership of property of the Trust in those jurisdictions, domestic or foreign, in which the Trustee is not authorized to do business, and to define the scope of the responsibilities of such trustee, custodian, or sub-custodian;
- (t)** Subject to Section 4.06 above, to employ suitable agents, including but not limited to agents or pricing services, to perform valuations of the assets of the Trust, custodians and sub-custodians, transfer agents, investment advisers, consultants, auditors, depositories, and counsel, domestic or foreign (including but not limited to entities which are Affiliates of the Trustee), and subject to applicable law, to pay their reasonable expenses and compensation from the Trust;
- (u)** To establish and terminate Funds and Classes, and to allocate the assets of the Trust among such Funds and Classes (subject to the Description of Classes applicable to any such Fund);
- (v)** To make, execute, and deliver any and all contracts and documents deemed necessary and proper for the accomplishment of the Trustee's powers and responsibilities under this Declaration of Trust; and
- (w)** To do all other acts in its judgment necessary or desirable for the proper administration of the Trust, including without limitation, modifying, amending or terminating this Declaration of Trust in the manner provided in Article 7, or with respect to the investment, disposition, or liquidation of any assets of the Trust, although the power to do such acts is not specifically set forth herein.

In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustee. Such powers of the Trustee may be exercised without order of or resort to any court or governmental authority or agency.

ARTICLE 5
VALUATION, DIVIDENDS, ACCOUNTING, RECORDS AND
REPORTS

5.01 Valuation of Units. As of each Valuation Date, the Trustee shall determine the value of the Units of each Class of each Fund established pursuant to this Declaration of Trust in accordance with the following procedures:

- (a)** The Trustee shall determine the value of the assets of a Fund in accordance with the rules set forth in Section 5.02 below. The Trustee shall reflect any changes in security positions no later than on the second (2nd) Business Day following the trade date.
- (b)** The Trustee shall subtract from the value determined under Section 5.01(a) above any expenses, charges, or other liabilities incurred or accrued by the Fund and not allocated to a particular Class of the Fund in the Description of Classes, as determined by the Trustee in good faith in accordance with procedures consistently followed and uniformly applied. Such charges shall be allocated to Units of all Classes, and to Participating Trusts within a Class, proportionately according to the aggregate number of Units of the Fund represented by each Class immediately prior to the allocation under this Section 5.01.
- (c)** The Trustee shall subtract from the value determined under Sections 5.01(a) and (b) above with respect to each Class any expenses, charges or other liabilities incurred or accrued by the Fund with respect to such Class in accordance with the Description of Classes. Such charges shall be allocated to Units of the applicable Class proportionately according to the aggregate number of Units of the Class immediately prior to the allocation under this Section 5.01.
- (d)** The Trustee shall divide the net value determined under Section 5.01(c) above by the total number of Units of such Class in existence as of the relevant Valuation Date.

Except where provided to the contrary in Section 5.03 below, the Trustee shall value the Units of each Class of each Fund after the close of business of each Business Day.

5.02 Valuation of Assets. The assets of each Fund shall be valued using the following valuation rules. The Trustee shall have the power and duty to determine the value of the assets of each Fund.

- (a) Unless otherwise determined by the Trustee, in determining the value of the assets of a Fund on a Valuation Date, the Trustee shall, except as provided in Section 5.02(b) below, value all securities and other assets of the Fund for which market quotations are readily available at their market value, and for all other securities and other assets of the Fund for which market quotations are not readily available at prices that, in the opinion of the Trustee, represent the fair value of such securities or assets. Certain or all of the securities and other investments shall be stated at the fair value based on valuations furnished by one or more pricing services or agents approved by the Trustee.
- (b) Short-term investments having a maturity of up to one hundred eighty (180) days may, if market quotations are not readily available and in the sole discretion of the Trustee, be valued at cost with accrued interest, discount earned or premium amortized included or reflected, as the case may be, in interest receivable.
- (c) Following the valuations of securities or other portfolio assets in terms of the currency in which the valuation is expressed ("Local Currency"), the Trustee shall convert the valuation of these assets to U.S. dollars on the basis of conversion of the Local Currencies into U.S. dollars at the prevailing currency exchange rates as determined by the Trustee on the applicable Valuation Date. The Trustee and any pricing agents or services approved by the Trustee may, in its or their sole discretion, consider and rely upon any regularly published reports of sales, bid, asked and closing prices, and over-the-counter quotations for the values of any listed or unlisted securities, assets, or currencies. The reasonable and equitable decision of the Trustee regarding whether a method of valuation fairly indicates fair value, and the selection of a pricing agent or service, shall be conclusive and binding upon all persons, Participating Trusts, and the Trust.

5.03

Suspension of Valuations, and Investment and Withdrawal Rights.

Notwithstanding anything to the contrary elsewhere in this Declaration of Trust, the Trustee, in its sole discretion, may suspend (a) the valuation of the assets or Units of any Fund, (b) the right to make investments in or additions to any Fund, or (c) the right to make withdrawals from any Fund. The Trustee may make such suspensions for the whole or any part of any period when: (i) any market or stock exchange on which a significant portion of the investments of such Fund are quoted is closed (other than for ordinary holidays), or dealings therein are restricted or suspended, or a closing of any

such market or stock exchange or a suspension or restriction of dealings is threatened; (ii) there exists any state of affairs which, in the opinion of the Trustee, constitutes an emergency as a result of which disposition of the assets of such Fund would not be reasonably practicable or would be seriously prejudicial to the Participating Trusts; (iii) there has been a breakdown in the means of communication normally employed in determining the price or value of any of the investments of such Fund or of current prices on any stock exchange on which a significant portion of the investments of such Fund are quoted, or for any reason the prices or values of any investments owned by such Fund cannot reasonably be promptly and accurately ascertained; (iv) the transfer of funds involved in the realization or acquisition of any investment cannot, in the opinion of the Trustee, be effected at normal rates of exchange; or (v) the normal settlement procedures for the purchase or sale of securities or other assets cannot be effected in the customary manner or in accordance with generally applicable time periods.

5.04 Accounting Rules and Fiscal Year. The Trustee shall account for the financial operations of the Trust on an accrual basis and for any Dedicated or Liquidating Account on a cash basis, in accordance with generally accepted accounting principles. The fiscal year of the Trust initially shall be the calendar year.

5.05 Expenses and Taxes. The Trustee may charge to a Fund (a) the cost of money borrowed, (b) costs, commissions, income taxes, withholding taxes, transfer and other taxes and expenses associated with the holding, purchase, and sale, and receipt of income from investments, (c) the reasonable expenses of an audit of the Fund and the proportionate expenses of an audit of the Trust, (d) reasonable attorneys' fees and litigation expenses, (e) the Trustee's compensation as provided in Section 6.03, subject to any special allocation to any Class or Classes as provided in Section 2.02, (f) the fees and expenses of any investment adviser or consultant engaged by the Trustee in accordance with Sections 4.06 and 4.07(t) pursuant to the terms of the applicable Investment Guidelines, and (g) any other expense, claim, or charge properly payable from a Fund under this Declaration of Trust and applicable law. The Trustee may also charge to a particular Class of a Fund any other expense, claim or charge that is specifically allocated to such Class under the Description of Classes. The Trustee shall allocate among the Funds (and Classes therein) established pursuant to this Declaration of Trust the charges and expenses described in this Section 5.05 and in Section 6.10 in such manner as it shall deem equitable, and such allocation shall be conclusive

and binding upon all persons, Participating Trusts, and the Trust. Notwithstanding the foregoing, the compensation to be received by the Trustee and the Investment Adviser for their services with respect to a Fund (and, if applicable, a particular Class of a Fund) may be paid by the individual Participating Trusts pursuant to an arrangement that the Trustee may make with each such Participating Trust independently of this Declaration of Trust.

5.06 Books, Records, Accounts, and Audits. The Trustee shall keep such books, records, and accounts as it deems necessary or advisable in its sole discretion to account properly for the operation and administration of the Trust or any Fund thereof. The Trustee shall preserve such records for the periods and in the manner required by applicable law, including records of the beneficial ownership of Units (at the Participating Trust, but not at the individual participant, level) and of all distributions of such Units. At least once during each 12-month period, the Trustee shall cause a suitable audit, conducted by a competent and independent accounting firm, to be made of the Trust and each Fund by auditors responsible only to the Trustee's Board of Directors, who by proper resolution shall formally appoint them for such audit. The reasonable compensation and expenses of the auditors for their services with respect to a Fund shall be charged to the Fund in accordance with Section 5.05 above.

5.07 Financial Reports. Within ninety (90) days after the close of each fiscal year of the Trust and after the termination of a Fund, the Trustee shall prepare a written financial report, based on the audit referred to in Section 5.06 above, containing such information as may be required by applicable law and regulations.

(a) A copy of the report shall be furnished, or notice given that a copy thereof is available and will be furnished, without charge upon request to each person to whom a regular periodic accounting would ordinarily be rendered with respect to each Participating Trust. In addition, a copy of the report shall be furnished on request to any person, and the Trustee may make a reasonable charge therefore.

(b) If no written objections to specific items in the financial report are filed with the Trustee within sixty (60) days after the report is sent by the Trustee, the report shall be deemed, to the fullest extent permitted under applicable law, to have been approved with the same effect as though judicially approved by a court of competent jurisdiction in a proceeding in which all persons interested were made parties and were properly represented before such court, and to the fullest extent

permitted by applicable law, the Trustee shall be released and discharged from liability and accountability with respect to the propriety of its acts and transactions disclosed in the report. Any such written objection shall apply only to the proportionate share of the Participating Trust on whose behalf the objection is filed and shall not affect the proportionate share of any other Participating Trust. The Trustee shall, in any event, have the right to a settlement of its accounts in a judicial proceeding if it so elects.

- (c) Except as otherwise required by this Declaration of Trust or applicable law, the Trustee shall have no obligation to render an accounting to any Participating Trust or beneficiary thereof.

5.08 **Judicial Accounting.** Except to the extent otherwise provided by applicable law, only the Trustee and any person entitled to a regular periodic accounting under the provisions of any Participating Trust may require the judicial settlement of the Trustee's account, or bring any other action against the Trustee with respect to a Fund or the Trustee's action as Trustee. In any such action or proceeding it shall be necessary to join as parties only the Trustee and such persons, and any judgment or decree which may be entered therein shall be conclusive.

**ARTICLE 6
CONCERNING THE TRUSTEE**

6.01 Merger, Consolidation of Trustee. Any corporation or association (a) into which the Trustee may be merged or with which it may be consolidated, (b) resulting from any merger, consolidation, or reorganization to which the Trustee may be a party, or (c) to which all or any part of the Trustee's fiduciary business which includes the Trust may be transferred shall become successor Trustee, and shall have all the rights, powers, and obligations of the Trustee under this Declaration of Trust, without the necessity of executing any instrument or performing any further act.

6.02 Limitation of Liability; Indemnification. Except as otherwise provided by applicable law, (a) the Trustee shall not be liable for any act or omission, or for any loss in connection therewith or resulting therefrom, except to the extent such loss shall have been caused by its own negligence, willful misconduct, lack of good faith, or breach of fiduciary duty, and (b) the Trustee shall be indemnified, protected and held harmless by the Trust with respect to any loss, liability, or claim in connection with or resulting from any act or omission made in good faith and without willful misconduct, negligence or breach of fiduciary duty in the administration of the Trust or the investment of Trust assets, including all reasonable fees and expenses of counsel and all other fees and expenses reasonably incurred in the its defense.

Whenever in this Declaration of Trust it is provided that the Trustee may exercise any power or the Trustee may do any act or thing at its discretion, the discretion of the Trustee shall be absolute and unconditional, and its determination to act or refrain from acting, or to exercise such power or refrain from so doing, shall be binding upon each Participating Trust and each corporation, firm or person having or claiming any interest therein. No mistake made in good faith and in the exercise of due care in connection with the administration of the Trust shall be deemed to be a violation of the Trustee's duties if, promptly after the discovery of the mistake, the Trustee takes whatever action may be practicable in the circumstances to remedy the mistake.

The Trustee shall not have any liability or responsibility for any act or omission on the part of any other fiduciary of any Participating Trust, except as may otherwise be required by law.

6.03 Trustee Compensation. The Trustee shall be entitled to receive reasonable compensation for its services in managing and administering the Trust. The

compensation, custodial fees and expenses of the Trustee shall be paid from the Trust, except to the extent that Plan Fiduciaries have arranged for payment from other sources. Notwithstanding the foregoing, the Trust shall pay or bear any fees charged to any pooled investment fund or other entity in which the Trust may have invested, to the extent permitted by applicable law. If the Trust purchases shares of mutual funds or other collective investment trusts with respect to which the Trustee or any Affiliate may receive additional compensation, the Trustee will comply as necessary with the terms of applicable law.

- 6.04 Trustee's Authority.** No person dealing with the Trustee shall be under any obligation to inquire regarding the authority of the Trustee, the validity or propriety of any transaction, or the application of a payment made to the Trustee.
- 6.05 Reliance on Experts and Others.** The Trustee shall be, in the performance of its duties and to the extent permitted by applicable law, fully indemnified, protected and held harmless by the Trust in relying in good faith upon the books of account or other records of the Trust, or upon reports made to the Trustee by (a) the custodians, depositories, pricing agents, or transfer agents of the Trust, or (b) any investment advisers, accountants, or attorneys of the Trustee. Officers, employees, and agents of the Trustee may take advice of counsel with respect to the meaning and operation of this Declaration of Trust, the Investment Guidelines, or a Description of Classes, and shall be under no liability for any act or omission in accordance with such advice or for failing to follow such advice, except as provided by law. The exercise by the Trustee of its powers and discretion hereunder and the interpretation in good faith by the Trustee of the meaning or effect of any provisions of this Declaration of Trust, the Investment Guidelines, or a Description of Classes shall be binding upon everyone interested.
- 6.06 Reliance on Communications.** The Trustee shall be, to the extent permitted by applicable law, fully indemnified, protected and held harmless by the Trust in acting upon any instrument, certificate, or document believed by it to be genuine and to be signed or presented by the proper person or persons. The Trustee shall have no duty to make an investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.
- 6.07 Action by Trustee.** The Trustee may exercise its rights and powers and perform its duties hereunder through such of its officers and employees as

shall be authorized to perform such functions by the Trustee's Board of Directors through general or specific resolutions. However, the Trustee solely shall be responsible for the performance of all rights and responsibilities conferred on it as Trustee hereunder, and no such officer or employee individually shall be deemed to have any fiduciary authority or responsibility with respect to the Fund, except as otherwise provided by applicable law.

6.08 Discretion of the Trustee. The discretion of the Trustee, when exercised in good faith and with reasonable care under the circumstances then prevailing, shall be final and conclusive and binding upon each Participating Trust and all persons interested therein.

6.09 Situs. The Trust shall be maintained at all times as a domestic trust in the United States of America, and the Trustee shall at all times be a "bank" within the meanings of Section 202(a)(2) of the Investment Advisers Act of 1940, as amended, and within the meaning of Section 2(a)(5) of the Investment Company Act of 1940, as amended.

6.10 Payment of Expenses and Taxes.

(a) To the extent permitted under applicable law, all direct expenses incurred by the Trustee in the performance of its duties hereunder, including (i) all brokerage commissions, transfer taxes and all other transaction costs incurred in connection with the operation of any Fund of the Trust, (ii) all expenses directly incurred in connection with the acquisition or holding of real or personal property, any interest therein or mortgage thereon, or any interest which may be payable on money borrowed by the Trustee for the purposes of a Fund of the Trust and any other investment expense directly related to the management of a Fund's investments or assets (including printing, wiring, mailing, agents' fees, filing fees and pricing services, and fees for legal and auditing services rendered to the Trustee), (iii) all taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Funds or the income thereof which the Trustee in its sole discretion deems applicable, (iv) expenses of litigation, and (v) all other proper charges and disbursements (including fees and expenses of counsel) of the Trustee (including extraordinary expenses), unless otherwise paid, shall be withdrawn by the Trustee and paid from the Trust and shall be allocated among the Funds and Classes thereof in the proportions

in which they are properly so allocable in accordance with Section 5.05, and such allocation shall be deemed conclusive and binding.

- (b) In the event that a tax that is generally assessed against the Trust is not payable with respect to assets beneficially owned by one or more Participating Trusts, any reduction in the tax payable, or any refund of the tax previously paid, will be paid to the Participating Trust or trust involved in the appropriate amounts as determined by the Trustee. The Trustee shall not be required to institute any claim for refund of any such tax (other than tax reclaims of foreign tax, subject to the provision to the Trustee of information necessary to prepare such tax reclaims), but may do so if the Participating Trusts to benefit therefrom agree to bear the expense thereof.

6.11 Resignation. The Trustee shall serve as such until its resignation. The Trustee may resign upon one hundred eighty (180) days' written notice to the Plan Fiduciaries. In the event of a vacancy in the office of Trustee, a successor Trustee shall be appointed by a majority-in-interest of the Participating Trusts; provided, however, that any successor Trustee shall be a "bank" as defined in Section 202(a)(2) of the Investment Advisers Act of 1940, as amended, and section 2(a)(5) of the Investment Company Act of 1940, as amended. The successor Trustee shall provide its predecessor with its written acceptance of the trusteeship. In such an event, the Investment Adviser may suggest a successor Trustee, at which point the Trustee will request that the Participating Trusts promptly vote on the appointment of such successor Trustee.

6.12 Other Collective Trust Funds. The Trustee shall have the absolute right to establish other collective investment funds, including such funds that have investment objectives and policies similar to those of this Trust and any Fund.

ARTICLE 7
AMENDMENT AND TERMINATION

- 7.01** **Amendment.** The Trustee may, by action of its board of directors, amend or restate this Declaration of Trust at any time to conform to applicable law, including the applicable provisions of the Code, and written notice of any such amendment shall be furnished to Participating Trusts promptly after the execution of such amendment. The Trustee, by action of its board of directors, may amend the Description of Classes and the Investment Guidelines (either with respect to an existing Class or Fund or to create additional Classes or Funds) at any time. The Trustee may, by action of its board of directors, make other amendments to this Declaration of Trust after notifying all Participating Trusts in advance, and no such amendment shall take effect until thirty (30) days after notice thereof shall have been delivered to each Plan Fiduciary, unless all Participating Trusts expressly consent to an earlier effective date. Any amendment adopted by the Trustee shall be binding upon each Participating Trust and all persons interested therein.
- 7.02** **Termination.** The Trustee may, by action of its board of directors, terminate the Trust, any Fund or any Class thereof upon thirty (30) days' advance written notice to the Plan Fiduciaries of Participating Trusts invested in the Trust or the applicable Fund or Class; provided, however, that the Trust shall be terminated as promptly as practicable in the event the Internal Revenue Service takes any action to deny tax-exempt status to the Trust. In such event, the assets of the Trust or the assets represented by such liquidated Fund or Class thereof, as applicable, shall be administered and distributed as if it were a Liquidating Account. No withdrawal of any amounts from this Trust by any Participating Trust shall operate to terminate this Declaration of Trust, or entitle such Participating Trust to claim an accounting or to take any action or proceeding in any court of competent jurisdiction for a partition or winding up of the Trust created hereunder, or otherwise affect the rights, obligations and liabilities of any Participating Trust or the parties hereto.
- 7.03** **Notices.** The Trustee shall give written notice of any material amendment, or of the termination of a Fund or of the Trust, to each person to whom a regular periodic accounting would ordinarily be rendered with respect to each affected Participating Trust. Any such notice or other notice or communication required or permitted hereunder shall be deemed to have been given at the time the Trustee delivers the notice personally or mails the

notice first class, postage prepaid, registered, or certified to the address of the appropriate recipient as shown on the Trustee's records.

ARTICLE 8
LIQUIDATING ACCOUNTS AND DEDICATED ACCOUNTS

8.01 Establishment of Liquidating Accounts and Dedicated Accounts.

- (a)** The Trustee may in its sole discretion, from time to time, transfer any illiquid, impaired, or defaulted investment of any Fund to a Liquidating Account. The primary purpose of each Liquidating Account shall be to facilitate the liquidation and pricing of the assets contained therein for the benefit of the Participating Trusts holding a beneficial interest therein. The period during which the Trustee may continue to hold any such assets shall rest in its sole discretion.
- (b)** The Trustee may in its sole discretion, from time to time, establish one or more Dedicated Accounts related to a Fund to hold cash, securities, or other assets received from, and other investments made for the benefit of, one or more specific Participating Trusts, pending the investment of such deposits in securities or other investments which the Trustee considers suitable for such Fund, or in connection with the distribution or withdrawal of cash, securities or other investments held for the benefit of the Participating Trusts holding a beneficial interest in such Dedicated Account, or for such other purposes as the Trustee shall deem appropriate.
- (c)** Each Liquidating Account or Dedicated Account shall be maintained and administered solely for the ratable benefit of the Participating Trusts whose cash, securities or other assets has been transferred thereto or deposited therein, and each Participating Trust whose cash, securities or other assets have been transferred thereto or deposited therein shall have a beneficial interest therein equal to the portion of such account represented by such transfer or deposit.

8.02 Additional Powers and Duties of Trustee. The Trustee shall have, in addition to all of the powers granted to it by law and by the terms of this Declaration of Trust, each and every discretionary power of management of the assets contained in a Liquidating Account or a Dedicated Account (and of all proceeds of such assets) which the Trustee shall deem necessary or convenient to accomplish the purposes of such Liquidating Account or Dedicated Account. At the time of the establishment of a Liquidating Account or a Dedicated Account, and upon each deposit of additional money to such Liquidating Account or Dedicated Account, the Trustee shall prepare a schedule showing the interest of each Participating Trust therein. When the assets of such Liquidating Account or Dedicated Account shall have been

completely distributed, such schedule shall be held thereafter as part of the permanent records of the Fund to which the Liquidating Account or Dedicated Account relates. The Trustee shall include in any report of audit for a Fund a report for each related Liquidating Account and Dedicated Account established hereunder. For purposes hereof, the value of assets transferred to or held in a Liquidating Account or Dedicated Account (and the beneficial interest of any Participating Trust therein) may be based upon value as provided in Section 5.02, or amortized cost, or book value, as determined by the Trustee in its sole discretion.

8.03 Borrowings. If in the Trustee's reasonable opinion such action is advisable for the protection of any asset held therein, the Trustee may borrow from others (to be secured by the assets held in a Liquidating Account) and to make and renew such note or notes therefore as the Trustee may determine.

8.04 Distributions. The Trustee may make distributions from a Liquidating Account or Dedicated Account in cash or in-kind or partly in cash and partly in-kind, and the time and manner of making all such distributions shall rest in the sole discretion of the Trustee; provided that all such distributions as of any one time shall be made ratably and on the same basis among the Participating Trusts which hold a beneficial interest in such Liquidating Account or Dedicated Account. Income, gains, and losses attributable to a Liquidating Account or Dedicated Account shall be allocated among the Participating Trusts that hold a beneficial interest in such Liquidating Account or Dedicated Account in proportion to such respective beneficial interests.

Notwithstanding anything herein to the contrary, with respect to a Dedicated Account established to pay the Participating Trusts for the withdrawal of Units from the Fund pursuant to Section 3.05, the Trustee shall have satisfied its obligation to the Participating Trusts to pay the amount due upon redemption, so long as (a) the Trustee has transferred to the Dedicated Account, as soon as reasonably practicable after the applicable Valuation Date which has established the value of the Units of the Fund so redeemed, securities and other assets with a value (determined in accordance with Section 5.02) as of the applicable Valuation Date before consideration of applicable transaction expenses (as described in Section 3.06) equal to the value of the Units so redeemed, and (b) the Trustee pays out to the Participating Trusts the net proceeds realized upon the sale, disposition, or liquidation of the securities and assets in such Dedicated Account as provided in this Section 8.04 within a reasonable time after the transfer of such securities and other assets to such Dedicated Account.

8.05 Effect of Establishing Liquidating Accounts and Dedicated Accounts. After an asset of a Fund has been set apart in a Liquidating Account or when assets of one or more Participating Trusts are held in a Dedicated Account, such assets shall be subject to the provisions of this Article 8, but such assets shall also be subject to all other provisions of this Declaration of Trust insofar as the same shall be applicable thereto and not inconsistent with the provisions of this Article 8. For the purpose of investments in and additions to and withdrawals from a Fund, and for purposes of determining the value of the Units of a Fund and the income, gains, or losses of a Fund that are allocated among Participating Trusts pursuant to the other provisions of this Declaration of Trust, the value, income, gains, or losses of any assets held in any Liquidating Account or Dedicated Account shall be excluded. As of any subsequent Valuation Date selected by the Trustee in its sole discretion, any assets held in a Dedicated Account may be valued in accordance with Section 5.02 and transferred by the Trustee to the appropriate Fund, in which event the Participating Trusts which hold a beneficial interest in such Dedicated Account shall be allocated in proportion to their respective beneficial interests such number of Units of such Fund as would be issued if assets of the Dedicated Account were treated as an investment in the Fund pursuant to Section 3.04.

8.06 Fees and Expenses. Each Liquidating Account and Dedicated Account shall be charged with the expenses attributable to the administration and management of such account (including but not limited to brokerage fees, settlement charges, stamp taxes, duty, stock listing and related expenses, attorneys' fees and auditing fees). Such Liquidating Accounts and Dedicated Accounts shall remain as part of the assets of the applicable Fund for purposes of determining the fee payable to the Trustee in accordance with its fee schedule as may apply from time to time.

ARTICLE 9

NONDIVERSION; PROHIBITED TRANSACTIONS; BONDING

9.01

Diversion, Assignment Prohibited. The following provisions shall apply, notwithstanding any provision of this Declaration of Trust or any amendment hereto to the contrary.

- (a) This Declaration of Trust (and any amendment hereto) is adopted as part of the Participating Trust.
- (b) Only Eligible Trusts may be admitted as Participating Trusts
- (c) No part of the corpus or income of the Trust which equitably belongs to a Participating Trust, other than such part as is required to pay taxes and the expenses of the Trust as provided in this Declaration of Trust, shall be used or diverted to any purposes other than for the exclusive benefit (as that term is used in Section 401(a) of the Code) of the Participating Trust, or its participants or their beneficiaries who are entitled to benefits under such Participating Trust.
- (d) Each Participating Trust shall be exempt from Federal income taxation.
- (e) A separate account will be maintained to reflect the interest of each Participating Trust, including separate accounting for contributions to the Trust by such Participating Trust, disbursements made from each such Participating Trust's account and the investment experience of the Trust (or Fund) allocable to that account.
- (f) No part of the Trust which equitably belongs to a Participating Trust shall be subject to any legal process, levy of execution, receivership, or attachment or garnishment proceedings for payment of any claim against any such Participating Trust or any employee or beneficiary thereof, and such interests shall not pass to any trustee in bankruptcy or be reached or applied by any legal process for the payment of any obligation of any Participating Trust.
- (g) Each Participating Trust shall expressly provide in its governing document that it is impossible, prior to the satisfaction of all liabilities with respect to participants and their beneficiaries, for any part of the corpus or income of the Participating Trust to be used for, or diverted to, purposes other than for the exclusive benefit (as that term is used in Section 401(a) of the Code) of the Participating Trust, or its

participants or their beneficiaries who are entitled to benefits under such Participating Trust.

(h) No Participating Trust may assign all or any portion of its equity or interest in the Trust

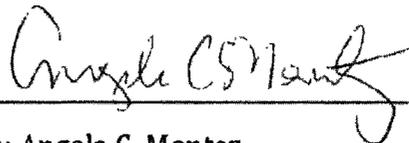
9.02 **Amendments to this Article.** The provisions of this Article 9 may only be amended on such terms as will permit the Trust to continue as a tax-exempt trust under Section 501(a) of the Code.

9.03 **9.04 Bonding.** The Trustee will comply with any applicable bonding requirements.

**ARTICLE 10
GENERAL PROVISIONS**

- 10.01** **Governing Law.** This Declaration of Trust shall be construed, and the Fund shall be administered, in accordance with the internal laws of the State of New Hampshire, except to the extent that such laws have been preempted by applicable Federal law.
- 10.02** **Inspection.** A copy of this Declaration of Trust shall be kept on file at the principal office of the Trustee, available for inspection during normal business hours. A copy of this Declaration of Trust shall be sent upon request to each person to whom a regular periodic accounting would be rendered with respect to each Participating Trust, and shall be furnished to any other person upon request for a reasonable charge.
- 10.03** **Titles.** The titles and headings in this Declaration of Trust are for convenience and reference only, and shall not limit or affect in any manner any provision contained therein.
- 10.04** **Successors and Assigns.** This Declaration of Trust shall be binding upon the respective successors and assigns of the Trustee and the Participating Trusts.
- 10.05** **Invalid Provisions.** If any paragraph, Section, sentence, clause or phrase contained in this Declaration of Trust is illegal, null, or void, or against public policy, the remaining provisions thereof shall not be affected.

IN WITNESS WHEREOF, VantageTrust Company, LLC has caused this Declaration of Trust to be executed and delivered on the date first written above.

By: 

Name: Angela C. Montez

Title: Assistant Secretary

Date: January 30, 2015

VANTAGETRUST II FUNDS

DISCLOSURE MEMORANDUM

January 13, 2016

THIS OFFERING IS BEING MADE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR AN INTEREST IN THE VANTAGETRUST II MULTIPLE COLLECTIVE INVESTMENT FUNDS TRUST ("TRUST"). NO PUBLIC MARKET WILL DEVELOP FOR THE UNITS OF PARTICIPATION IN ONE OR MORE SERIES (EACH A "FUND," AND COLLECTIVELY, THE "FUNDS") OF THE TRUST. THE UNITS ARE NOT TRANSFERABLE OR REDEEMABLE EXCEPT UPON SATISFACTION OF CERTAIN CONDITIONS DESCRIBED IN THIS DISCLOSURE MEMORANDUM AND THE TRUST'S DECLARATION OF TRUST.

THE UNITS OF PARTICIPATION OFFERED HEREBY HAVE NOT BEEN REGISTERED WITH OR APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS ANY SUCH COMMISSION OR REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE MEMORANDUM.

THE TRUST AND THE FUNDS ARE NOT REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS DISCLOSURE MEMORANDUM AS INVESTMENT, TAX, OR LEGAL ADVICE. THIS DISCLOSURE MEMORANDUM, AS WELL AS THE NATURE OF THE INVESTMENT, SHOULD BE REVIEWED BY EACH PROSPECTIVE INVESTOR WITH ITS INVESTMENT ADVISERS, ACCOUNTANTS, OR LEGAL COUNSEL.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS DISCLOSURE MEMORANDUM, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON.

THIS DISCLOSURE MEMORANDUM CONTAINS SUMMARIES, BELIEVED TO BE ACCURATE, OF CERTAIN TERMS OF THE TRUST'S DECLARATION OF TRUST. FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES THERETO, REFERENCE IS HEREBY MADE TO THE ACTUAL DOCUMENTS, COPIES OF WHICH WILL BE FURNISHED TO PROSPECTIVE INVESTORS, UPON REQUEST. IN THE EVENT OF ANY INCONSISTENCIES BETWEEN THIS MEMORANDUM AND THE DECLARATION OF TRUST, THE PROVISIONS OF THE DECLARATION OF TRUST SHALL BE CONTROLLING. ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THIS REFERENCE.

THE FUNDS AND OTHER INVESTMENT OPTIONS MADE AVAILABLE BY THE TRUST ARE NOT GUARANTEED OR INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"), ANY OTHER GOVERNMENT AGENCY, THE VANTAGETRUST COMPANY, OR ICMA-RC.

BEFORE INVESTING IN A FUND THE FOLLOWING SHOULD BE CAREFULLY CONSIDERED:

- INVESTMENT GOALS, TOLERANCE FOR RISK, INVESTMENT TIME HORIZON, AND PERSONAL FINANCIAL CIRCUMSTANCES;
- THERE IS NO GUARANTEE THAT A FUND WILL MEET ITS INVESTMENT OBJECTIVE;
- PAST PERFORMANCE DOES NOT INDICATE OR GUARANTEE FUTURE PERFORMANCE; AND
- AN INVESTOR CAN LOSE MONEY INVESTING IN THE FUNDS.

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I. INTRODUCTION

This *Disclosure Memorandum* (“Memorandum”) provides information about the VantageTrust II Funds (“Funds”). Each Fund is a series of the VantageTrust II Multiple Collective Investments Funds Trust (“Trust”).

In addition to this Memorandum, please refer to the appropriate “Fact Sheet” or “Investment Options Sheet” for information about each Fund and class. The Fact Sheet provides information including performance, risks, objectives, investment strategies, expenses, and restrictions. The Investment Options Sheet provides information including, risks, objectives, investment strategies and expenses.

II. MANAGEMENT OF THE TRUST

A. Trustee

The VantageTrust Company, LLC (“Trust Company”) is the trustee of the Trust. It is a New Hampshire non-depository banking institution founded in 2001. It makes the Funds available through the Trust to public sector plans and participants. The Trust Company is a wholly owned subsidiary of ICMA Retirement Corporation (“ICMA-RC”), the investment adviser to the Trust Company.

The Trust Company has exclusive management and investment authority with respect to any Fund established pursuant to the Trust’s Declaration of Trust (“Declaration of Trust”). The Trust Company may retain and consult with such investment advisers or other consultants, including, but not limited to, any affiliate of the Trust Company, as the Trust Company in its sole discretion may deem advisable, to assist it in carrying out its responsibilities under the Declaration of Trust. The Trust Company may, in its sole discretion, incorporate the advice of such investment advisers and other consultants into any investment guidelines, investment objectives, or restrictions.

B. Investment Adviser

ICMA-RC is a Delaware non-profit independent financial services corporation established in 1972 to assist state and local governments and their agencies and instrumentalities in the establishment and maintenance of deferred compensation and qualified retirement plans. ICMA-RC serves as the investment adviser and provides administrative support to the Trust Company. It is registered as an investment adviser with the Securities and Exchange Commission.

C. Trust

The Trust is a group trust established and maintained by the Trust Company and is intended to provide for the collective investment and reinvestment of assets of certain Eligible Trusts (“Plans”) as that term is defined in the Declaration of Trust. The Trust Company is the sole

trustee of the Trust. The Trust property allocable to the Plans is held for the trustees of those Plans for the exclusive benefit of that Plan's investors and beneficiaries.

The Board of Directors of the Trust Company ("Board") is responsible for investing Trust property and overseeing the investments, operations, and administration of the Trust, including the supervision and periodic review of ICMA-RC's services as investment adviser and administrator to the Trust Company and the Funds.

III. EXEMPTION FROM REGISTRATION UNDER FEDERAL SECURITIES LAWS

Interests in the Funds are not registered under the Securities Act of 1933, in reliance on the exemption under Section 3(a)(2) of that Act, nor are they registered under the Investment Company Act of 1940, in reliance on the exemption under Section 3(c)(11) of that Act.

IV. FEDERAL TAX STATUS

Sections 501(a) and 401(a) of the Internal Revenue Code provide that a group trust for the commingled investment of assets of qualified plans and other employee benefit plans, such as the Trust, is exempt from taxation.

V. ADOPTION OF TRUST AGREEMENT - ELIGIBLE TRUSTS

Admission to the Trust is governed by the terms of the Declaration of Trust. Each plan that desires to participate in the Trust shall establish to the Trust Company's satisfaction that it meets the conditions of participation set forth in the Declaration of Trust, including that it satisfies the definition of Eligible Trust as defined in the Declaration of Trust.

The following are considered Eligible Trusts as that term is defined in the Declaration of Trust:

- (a) a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code;
- (b) an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code;
- (c) Section 401(a)(24) governmental plans;
- (d) any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100
- (e) an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or

- (f) any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.

VI. THE VANTAGETRUST II FUNDS

Following is an overview of each category of Funds of the Trust that the Trust Company has established. Please refer to each individual Fund Fact Sheet or Investment Options Sheet for additional information about the Fund and class, including performance, objectives, investment strategies, expenses and restrictions. See Appendix A for a list of the current VantageTrust II Funds.

A. VantageTrust II Model Portfolio Funds Overview

The VantageTrust II Model Portfolio Funds (“VT II Model Portfolio Funds”) are target risk funds. This means that each of the Model Portfolio Funds is a fund of funds that invests in certain of The Vantagepoint Funds and may also invest in third party exchange-traded funds (“underlying funds”) rather than investing directly in a portfolio of securities.

Each VT II Model Portfolio Fund has a different degree of potential risk and reward and is diversified among the underlying funds in differing allocations. By investing in this way, each VT II Model Portfolio Fund is exposed to the risks as well as the potential rewards of its underlying funds and the portfolio holdings and strategies of those funds.

Asset Allocation: The targeted allocation of each VT II Model Portfolio Fund among the underlying funds and the asset classes they represent is established by ICMA-RC as the investment adviser to the Trust Company.

Rebalancing: If one component of a particular VT II Model Portfolio Fund outperforms another component over any given time period, the VT II Model Portfolio Fund will become “out of balance.” For example, if the equity component of a VT II Model Portfolio Fund outperforms the fixed income portion, the amount of the equity portion may increase beyond its intended allocation. A significant change in the allocation can affect both the level of risk and the potential for gain or loss. ICMA-RC, as investment adviser, monitors the performance and underlying fund allocations of each VT II Model Portfolio Fund on a regular basis. When a fund becomes out of balance, ICMA-RC will transfer assets between underlying funds in order to rebalance a VT II Model Portfolio Fund.

Changes to the Underlying Funds: Any changes in the underlying funds, such as changes in investment objectives or strategies, may affect the performance of the VT II Model Portfolio Funds. ICMA-RC may alter the asset class allocations or underlying fund-level allocations of a VT II Model Portfolio Fund at its discretion.

B. VT II Vantagepoint Funds

Each VT II Vantagepoint Fund invests substantially all of its assets in a single underlying Vantagepoint Fund (which are funds sponsored by ICMA-RC and managed by its subsidiary, Vantagepoint Investment Advisers, LLC (“VIA”)).

1. VT II Vantagepoint Milestone Funds and VT II Vantagepoint Model Portfolio Funds:

The VT II Vantagepoint Milestone Funds are target date funds and the VT II Vantagepoint Model Portfolio Funds are target risk funds. Each invests substantially all of its assets in the single Vantagepoint Milestone Fund (“VP Milestone Fund”) or Vantagepoint Model Portfolio Fund (“VP Model Portfolio Fund”) that shares its name and investment objective. In turn, each underlying VP Milestone Fund or VP Model Portfolio Fund is a “fund of funds” that invests substantially all of its assets in other Vantagepoint Funds and may also invest in one or more third party exchange-traded funds. By investing in this way, each VP Milestone Fund or VP Model Portfolio Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds.

Changes to the Underlying Funds: Any changes in the underlying funds, such as changes in investment objectives or strategies, may affect the performance of the VT II Vantagepoint Milestone Funds and VT II Vantagepoint Model Portfolio Funds. VIA may alter the asset class allocations or underlying fund-level allocations of a VP Milestone Fund or VP Model Portfolio Fund at its discretion.

VP Milestone Funds: The targeted allocation of each VP Milestone Fund’s assets among underlying funds and the asset classes they represent is determined by VIA. Over time, VIA will adjust the asset allocation of each “dated” VP Milestone Fund to seek to become more conservative as the year designated in its name approaches and for approximately 10 years beyond the designated year. This is intended to reduce investment risk as investors move toward and into retirement. However, there is no guarantee that this goal will be achieved, and investors may lose money investing in the VP Milestone Funds. Ten years after the date in the Milestone Fund’s name, it will reach its “landing point” and its target allocation becomes constant.

Unlike the dated VP Milestone Funds whose asset allocations change over time, the Vantagepoint Milestone Retirement Income Fund maintains a constant asset allocation and is designed for investors who have begun to make gradual withdrawals or are seeking to preserve principal with some opportunity for inflation protection and capital growth, or who have a low tolerance for price fluctuations or wish to invest for the shorter-term.

VP Model Portfolio Funds: Each VP Model Portfolio Fund has a different degree of potential risk and reward and is diversified among the underlying funds in differing

allocations. By investing in this way, each VP Model Portfolio Fund is exposed to the risks as well as the potential rewards of its underlying funds and the portfolio holdings and strategies of those funds.

Asset Allocation: The targeted allocation of each VP Model Portfolio Fund among the underlying funds and the asset classes they represent is established by VIA.

Rebalancing: If one component of a particular VP Model Portfolio Fund outperforms another component over any given time period, the VP Model Portfolio Fund will become “out of balance.” For example, if the equity component of a VP Model Portfolio Fund outperforms the fixed income portion, the amount of the equity portion may increase beyond its intended allocation. A significant change in the allocation can affect both the level of risk and the potential for gain or loss. VIA, as investment adviser, monitors the performance and underlying fund allocations of each VP Model Portfolio Fund on a regular basis. When a fund becomes out of balance, VIA will transfer assets between underlying funds in order to rebalance a VP Model Portfolio Fund.

C. VT II Cash Management Fund

The VT II Cash Management Fund invests substantially all of its assets in a single underlying third-party fund. The underlying fund generally invests in a diversified portfolio of high quality, short-term debt securities.

VII. INVESTMENT RISKS

Key risks of investing in the Funds and any underlying funds are summarized below. This is not an exhaustive list. Please refer to each individual Fund Fact Sheet or Investment Options Sheet which identifies the key risks applicable to that Fund.

Asset Allocation Risk—Asset allocation risk is the risk that the selection of the underlying funds and the allocation of Fund assets among them will cause a Fund to lose money or to underperform other funds with similar investment objectives. In addition, there is the risk that the asset classes favored by the allocations will not perform as expected. Any changes made in the underlying funds, such as changes in investment objectives or strategies, may affect the Fund’s performance. Similarly, if the Fund’s asset allocations become “out of balance,” this could affect both the Fund’s level of risk and the Fund’s potential for gain or loss.

Asset-Backed Securities Risk—Defaults on the assets underlying asset-backed securities may adversely affect the value of these securities. These securities are subject to risks associated with the nature of the underlying assets and are also subject to interest rate risk, credit risk, prepayment risk, and extension risk. Certain asset-backed securities may be more volatile and less liquid than other traditional types of fixed income securities.

Banking Industry Risk—The risks generally associated with concentrating investment in the banking industry, such as interest rate risk, credit risk, and regulatory developments relating to the banking industry.

Call Risk—A fixed income security may include a provision that allows the issuer to purchase the security back from its holder earlier than the final maturity date of the security, known as a “call feature.” Issuers often exercise this right when interest rates have declined, in which case, the Fund may be forced to reinvest the proceeds received at a lower interest rate

Convertible Securities Risk—The value of a convertible security generally increases and decreases with the value of the underlying common stock, but may also be sensitive to changes in interest rates. Convertible securities generally have a higher risk of default and tend to be less liquid than traditional non-convertible securities. In addition, the convertible securities a Fund invests in may be rated below investment grade or may be unrated, which could increase their risks. Below investment grade securities are speculative and involve a greater risk of default than investment grade securities. The market prices of lower rated convertible securities also may experience greater volatility than the market prices of higher quality securities and may decline significantly in periods of general economic difficulty. A Fund could lose money if the issuer of a convertible security is unable to meet its financial obligations or declares bankruptcy.

Credit Risk—An issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of such securities or may declare bankruptcy. These events could cause a Fund to lose money.

Derivative Instruments Risk—Use of derivative instruments involves risks different from, or possibly greater than, the risks associated with more traditional investments, and may involve a small amount of investment relative to the amount of risk assumed. Risks associated with derivative instruments include: the risk that the other party to a derivative contract may not fulfill its obligations (counterparty risk); the risk that a particular derivative instrument, such as over-the-counter derivative instruments, may be difficult to purchase or sell (liquidity risk); the risk that certain derivative instruments are more sensitive to interest rate changes and market price fluctuations (interest rate and market risks); the risk of mispricing or improper valuation of the derivative instrument (valuation risk); the inability of the derivative instrument to correlate in value with its underlying asset, reference rate, or index (basis risk); the risk that the Fund may lose substantially more than the amount invested in the derivative instrument, and that the Fund may be forced to liquidate portfolio positions when it may not be advantageous to do so to satisfy its obligations or to meet segregation requirements (leverage risk). There is no assurance that the Fund’s use of any derivatives strategy will succeed, or that the Fund will not lose money.

Emerging Markets Securities Risk—Investments in securities issued by companies located in emerging market countries may present risks different from, or greater than, the risks of investing in securities issued by companies located in developed foreign countries. Emerging

market countries may be more likely to experience political turmoil or rapid changes in market or economic conditions than more developed countries. It is sometimes difficult to obtain and enforce court judgments in such countries and there is often a greater potential for nationalization or expropriation of assets by the government of an emerging market country. In addition, the financial stability of issuers (including governments) in emerging market countries may be more precarious than in developed countries. Investments in securities issued by companies located in emerging market countries tend to be more volatile than investments in securities issued by companies located in developed foreign countries and may be more difficult to value.

Equity Income/Interest Rate Risk—A Fund’s distributions to shareholders may decline when interest rates fall or when dividend income from investments in stocks declines.

Exchange-Traded Fund (“ETF”) Risks—In addition to the risks associated with investing in other investment companies, an investment in an ETF may be subject to the following risks: (1) an ETF’s shares may trade above or below their net asset value; (2) an active trading market for the ETF’s shares may not develop or be maintained; (3) secondary market trading in an ETF’s shares may be halted; (4) an ETF may not accurately track the performance of the reference index; and (5) an ETF might hold troubled securities if those securities are held in the reference index.

Floating Rate Loans Risk—Investments in floating rate loans have risks that are similar to those of fixed income securities, and carry the risk of impairment of collateral. The value of the collateral securing a floating rate loan can decline, be insufficient to meet the obligations of the borrower, or be difficult to liquidate. As such, a floating rate loan may not be fully collateralized and can decline significantly in value.

Foreign Currency Risk—Investments in foreign currencies or securities denominated in foreign currencies (including derivative instruments that provide exposure to foreign currencies) may experience gains or losses solely based on changes in the exchange rate between foreign currencies and the U.S. dollar.

Foreign Securities Risk—Investments in foreign securities may involve the risk of loss due to political, economic, legal, regulatory, and operational uncertainties; differing accounting and financial reporting standards; limited availability of information; currency fluctuations; and higher transaction costs.

High Yield Securities Risk—Securities that are rated below “investment grade” (commonly known as “high yield securities” or “junk bonds”) or, if unrated, are considered by a subadviser to be of equivalent quality, are speculative and involve a greater risk of default than “investment grade” securities. The values of these securities are particularly sensitive to changes in issuer creditworthiness, and economic and political conditions. The market prices of these securities may decline significantly in periods of general economic difficulty, may be harder to value, and may be less liquid than higher rated securities.

Inflation-Adjusted Securities Risk—Investments in inflation-adjusted securities are affected by changes in interest and inflation rates. Interest payments on inflation-adjusted securities will vary as the principal or interest is adjusted for inflation and may be more volatile than interest paid on ordinary fixed income securities. Inflation-adjusted securities may not produce a steady income stream, particularly during deflationary periods, and during periods of extreme deflation these securities may not provide any income.

Indexing Risk—Unlike an actively managed strategy, an index or passively managed strategy does not rely on a portfolio manager's decision making with respect to which individual securities may outperform others. Securities in an index or passively managed strategy may be purchased, held, and sold by such underlying funds at times when an actively managed portfolio would not do so. In addition, performance of underlying funds using an index or passively managed strategy will deviate from the performance of the specified index, which is known as tracking error. Tracking error may be caused by: (i) fees and expenses associated with managing the underlying index strategy funds (whereas the benchmark index has no management fees or transaction expenses); (ii) changes to the index and the timing of the rebalancing of the underlying index strategy funds; and (iii) the timing of cash flows into and out of the underlying index strategy funds.

Interest Rate Risk—Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase. Investments in fixed income securities may be subject to a greater risk of rising interest rates due to the current period of historically low rates and the effect of potential government fiscal policy initiatives and resulting market reaction to those initiatives.

Investing in Other Investment Companies—A Fund's investment in another investment company is subject to the risks associated with that investment company's portfolio securities. For example, if the investment company holds common stocks, the Fund also would be exposed to the risk of investing in common stocks. In addition, when a Fund purchases shares of another investment company (including another fund), the Fund will indirectly bear its proportionate share of the advisory fees and other operating expenses of such investment company. The fees and expenses of the other investment company are in addition to the Fund's own fees and expenses.

Large Investor Risk—A Fund or an underlying fund may experience large investments or redemptions. While it is impossible to predict the overall impact of these transactions over time, there could be adverse effects on portfolio management. For example, a Fund or an underlying fund may be required to sell securities or invest cash at times when it would not otherwise do so. These transactions can increase transactions costs.

Liquidity Risk—Liquidity risk exists when a particular security or other instrument is difficult to trade. An investment in illiquid assets may reduce the returns of the investment because the

holder of such assets may not be able to sell the assets at the time desired for an acceptable price or might not be able to sell the assets at all. Illiquid assets may also be difficult to value.

Mid-Cap Securities Risk—Investments in mid-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of mid-capitalization companies generally trade in lower volume and are generally subject to greater and less predictable price changes than the securities of larger companies.

Mortgage-Backed Securities Risk—Defaults on the mortgages underlying mortgage-backed securities may adversely affect the value of these securities. These securities are also subject to interest rate risk, credit risk, prepayment risk, and extension risk. Certain mortgage-backed securities may be more volatile and less liquid than other traditional types of fixed income securities.

Multi-Manager Risk—While VIA monitors each subadviser and the overall management of the The Vantagepoint Funds that are the underlying mutual funds to certain VantageTrust II Funds, each subadviser makes investment decisions independently from VIA and the other subadvisers. It is possible that the security selection process of one subadviser will not complement that of the other subadvisers. As a result, the fund's exposure to a given security, industry, sector or market capitalization could be smaller or larger than if the fund were managed by a single subadviser, which could affect the fund's performance.

Municipal Securities Risk—The value of, payment of interest and repayment of principal with respect to, and the ability of the fund to sell, a municipal security may be affected by constitutional amendments, legislative enactments, executive orders, administrative regulations and voter initiatives as well as the economics of the regions where the issuer is located. Certain municipal securities may be difficult to value or sell at a fair price.

Preferred Stock Risk—Preferred stockholders may have more limited voting rights than common stockholders. Holders of a company's debt securities are generally paid before holders of the company's preferred stock. The value and volatility of preferred stock may be dependent on factors that affect both fixed income securities and equity securities.

Prepayment and Extension Risk—Mortgage-backed and asset-backed securities are exposed to prepayment risk and extension risk. Prepayment risk may occur when borrowers pay their mortgages or loans more quickly than required under the terms of the mortgage or loan. Most borrowers are likely to prepay their mortgage or loan at a time when it may be least advantageous to a holder of these securities (e.g., during periods of falling interest rates), which may force the holder to reinvest the proceeds of prepayments in lower-yielding instruments and result in a decline in the holder's income. Extension risk may occur when rising interest rates result in decreased prepayments, which could extend the average life of the security, cause its value to decline more than traditional fixed-income securities and increase its volatility.

Portfolio Turnover Risk—The Fund may engage in a significant number of short-term transactions, which may adversely affect performance. Increased portfolio turnover may result in higher brokerage costs or other transactions fees and expenses. These costs are ultimately passed on to shareholders.

REITs Risk—Real estate investment trusts (“REITs”) are subject to risks generally associated with investing in real estate, such as declining real estate values, over-building, property tax increases, increases in operating expenses and interest rates, insufficient levels of occupancy, the inability to obtain financing (at all or on acceptable terms), and the national, regional and local economic conditions affecting the real estate market.

Repurchase Agreement Counterparty Risk—The risk that a counterparty in a repurchase agreement could fail to honor the terms of its agreement.

Small-Cap Securities Risk—Investments in small-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of small-capitalization companies are generally subject to greater price volatility than those of larger companies due to: less certain growth prospects, the lower degree of liquidity in the markets for their securities, and the greater sensitivity of smaller companies to changing economic conditions. Also, small-capitalization companies may have more limited product lines, fewer capital resources and less experienced management than larger companies.

Stock Market Risk—Stock market risk is the possibility that the prices of equity securities overall will experience increased volatility and decline over short or extended periods. Markets tend to move in cycles, with periods of rising prices and periods of falling prices.

Style Risk—All of the funds are subject, in varying degrees, to style risk, which is the possibility that returns from a specific type of security in which a fund invests or the investment style of a fund’s adviser will trail the returns of the overall market. In the past, different types of securities have experienced cycles of outperformance and underperformance in comparison to the market in general. Therefore, investing in a fund with a specific style will create exposure to this risk. For example, growth stocks have performed best during the later stages of economic expansion and value stocks have performed best during periods of economic recovery. Therefore, both the growth and value investing styles may, over time, go in and out of favor. At times when the investing style used by a fund is out of favor, that fund may underperform other funds that use different investing styles.

TBA Risk—In To-Be-Announced (“TBA”) transactions, the fund commits to purchase certain mortgage-backed securities for a fixed price at a future date. TBA transactions involve the risk that the actual securities received by the Fund may be less favorable than what was anticipated when entering into the transaction. TBA transactions also involve the risk that a counterparty will fail to deliver the securities, exposing the Fund to further losses.

U.S. Government Agency Securities Risk—Securities issued by U.S. Government agencies or government-sponsored enterprises may not be guaranteed by the U.S. Treasury. Further, there is no assurance that the U.S. Government will provide financial support to its agencies or instrumentalities (including government-sponsored enterprises) that issue or guarantee certain securities. If a government agency or a government-sponsored enterprise is unable to meet its obligations, the Fund may experience a loss.

U.S. Treasury Securities Risk—A security backed by the U.S. Treasury or the full faith and credit of the United States is guaranteed only as to the timely payment of interest and principal when held to maturity, the market prices for such securities are not guaranteed and will fluctuate.

VIII. SERVICES PROVIDED BY ICMA-RC TO THE TRUST COMPANY

The Trust Company has appointed ICMA-RC to act as the investment adviser to the Trust Company in respect to the Funds. As investment adviser, ICMA-RC advises the Trust Company on the composition and design of investment programs and options. It also advises the Trust Company with respect to investments by the Funds.

ICMA-RC provides administrative support to the Trust Company as may be required to exercise recordkeeping, reporting, disclosure and other support functions in respect to the Funds.

IX. FEES AND EXPENSES

The Trust Company is entitled under the Declaration of Trust to receive reasonable compensation for its services in managing and administering the Trust. The compensation, custodial fees and expenses of the Trust Company are paid from the Trust, except to the extent that plan fiduciaries have arranged for payment from other sources.

The Trust charges the fees and expenses of ICMA-RC, as investment adviser, to the Funds. ICMA-RC also charges a combined fee for providing investment advisory, administrative, and management services to the Trust Company. The fees charged vary depending on the particular type and level of services required and are part of the negotiated investment management contract between the Trust Company and ICMA-RC.

The Trust Company may also charge to a particular class of a Fund any other expense, claim or charge that is specifically allocated to such class.

Please refer to each Fund's Fact Sheet or Investment Options Sheet for the expenses applicable to that Fund and class.

X. CONFLICTS OF INTEREST

ICMA-RC provides investment advice with respect to certain investment options available through the Trust in which ICMA-RC has a financial interest. ICMA-RC is the sponsor of The Vantagepoint Funds, which comprise the underlying investments of certain of the Funds. When

ICMA-RC recommends that a Fund invest in a Vantagepoint Fund, a potential conflict of interest exists because either ICMA-RC or one of its affiliates receives compensation in the form of advisory fees, transfer agent, shareholder servicing, or other administrative fees based on the assets invested in the Vantagepoint Fund. Similarly, when ICMA-RC recommends that a Fund invests in a third-party mutual fund, a potential conflict of interest exists because ICMA-RC or its affiliate, ICMA-RC Services, LLC receives payments from third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided by ICMA-RC Services and/or ICMA-RC based on assets in the underlying third-party mutual fund.

All of these payments from other parties are expressly disclosed to and acknowledged by the Trust Company in its investment management agreement with ICMA-RC.

XI. UNIT ACCOUNTING FOR FUNDS

The beneficial interest in a class of a Fund is represented by units. Plans purchase units in the Fund for the benefit of their participants and beneficiaries. These units represent a proportional ownership interest in each Fund in which the Plan is invested. The worth of a unit is known as its Unit Value. The daily Unit Value is determined at the close of each business day by adding the value of all of a Fund's investments, plus cash and other assets, deducting liabilities, and then dividing the result by the number of outstanding units in the Fund as of the end of the prior day and rounding the results to the nearest cent. The Unit Value of a Model Portfolio Fund is calculated based upon the net asset value of the underlying funds in which it invests.

The value of an investment in a Fund equals the number of units held multiplied by the current day's Unit Value. Because Unit Values and investment returns will fluctuate, a transfer or disbursement will normally result in the receipt of more or less than the original cost of an investment.

Fees and expenses charged by ICMA-RC are deducted before the Unit Value is calculated. The Unit Value takes into account the net asset value of the underlying mutual funds in the Model Portfolio Funds and any applicable fees and expenses charged by ICMA-RC.

XII. SHARE CLASSES

All Funds may be made available through different classes and sub-classes. These classes and sub-classes may have different fee structures for the services provided, including but not limited to, advisory, administration, record keeping and participant education services. The Trust Company may divide a Fund or its share class into different sub-share classes that reflect a different combination of fees or a lower fee structure that the Trust Company may then make available to certain Plans. Plans may qualify for a class or sub-class based upon a number of factors that reflect savings from economies of scale or other cost savings with respect to services provided. These include, but are not limited to: the asset size, average account balance, the type and scope of services provided, or other features of the Plan.

The Trust Company reserves the right to open additional classes and adopt eligibility criteria. Individuals do not independently qualify for separate classes or sub-classes in a Plan.

XIII. INVESTING IN THE FUNDS

The following explains how an investment can be made into a Fund, as well as information about when investments can be made, how funds can be transferred, and other policies relating to an investment in the Funds.

Definition of a Business Day – The Funds are available on any business day, which is any day when the New York Stock Exchange (“NYSE”) is open for business. “Close of business” means 4:00 p.m. Eastern Time, or the final close of trading on any day when trading on the NYSE closes at a time other than 4:00 p.m. Eastern Time.

Transfer, Withdrawal and Allocation Changes – Generally, unless restricted by a plan sponsor, transfer, withdrawal and allocation changes among the Funds may be made on a daily basis by Internet (Account Access), or by speaking to an Investor Services representative at ICMA-RC. Account Access is normally available 24 hours a day, seven days a week. Instructions sent by email correspondence will not be accepted.

RHS Employer Investment Program - Transfer, withdrawal and allocation changes may generally be made on a daily basis via fax or mail using the appropriate form. The forms may be obtained by logging into EZLink or by contacting a Plan Sponsor Services representative at the number provided below.

Transfer and Withdrawal Restrictions – Under the terms of the Declaration of Trust, the Trust Company has full discretion to defer withdrawals or transfers. Class specific restrictions or limitations will be disclosed on the applicable Fact Sheet or Investment Options Sheet.

Automatic Rebalance – Certain Plan and participant accounts may be eligible for an auto-rebalance feature. This feature periodically returns the account to the plan’s or participant’s desired asset allocation. Rebalancing strategies do not ensure a profit and do not protect against losses in declining markets.

Confirmations and Statements – Investors in the Funds will receive confirmation after each transaction and a quarterly statement that shows quarterly activity. Part-time employees may receive only annual statements. Please review this information carefully and contact ICMA-RC immediately if you see any discrepancies.

Account Access – Account Access is an internet site that is available to plan participants. It can be reached via ICMA-RC’s website at www.icmarc.org. Information available includes plan fund lineups, ICMA-RC administered account balances, investment allocations, and investment performance.

EZLink – EZLink is an internet site that is available to plan sponsors and provides access to plan and participant data. It can be reached via ICMA-RC's website at www.icmarc.org. EZLink consists of a number of different online services enabling faster processing of information and greater control over data submission.

Participant Telephone Access – Self-service phone access as well as Investor Services representatives are available to participants by calling 800-669-7400.

Plan Sponsor Telephone Access – Phone access to Plan Sponsor Services representatives is available to plan sponsors by calling 800-326-7272.

Contributions – Plan fiduciaries generally may make contributions to their Plans as often as weekly. Contributions received in good order prior to the close of business on any business day are posted that business day. Contributions received in good order after the close of business are treated as if received the next business day.

“Good order” means that contribution deposits must be accompanied by sufficient detail and in ICMA-RC's standard format so that ICMA-RC is able to allocate contributions properly. If a contribution is not received in good order, the deposit is held in a non-interest bearing account until all necessary information is received. If a contribution is not in good order after three business days, ICMA-RC will coordinate with the plan sponsor and may return the contribution to the plan sponsor.

Contributions received for an identified participant account that does not have complete allocation instructions will be invested in the Plan's default option.

Distributions and Reinvestment of Earnings – There is not expected to be distribution of income, dividends or capital gains to holders of units of a Fund. Rather, it is anticipated that such items will be reflected in the net asset value of the Fund.

XIV. FREQUENT TRADING RESTRICTIONS

The Funds are meant for long-term investment purposes. Frequent trading of the Funds may cause additional costs to be incurred by the Funds, and these costs will affect all investors. Also, the rate of return long-term investors realize from their investments may be impacted by any frequent trading activity of other investors. ICMA-RC is committed to curbing frequent trading to protect long-term investors.

ICMA-RC defines frequent trading as a buy followed by a sell three times in the same fund during a 90-calendar-day period or a buy followed by a sell ten times in the same fund during a 365-calendar-day period. Systematic participant withdrawals, contributions, and distributions are not considered frequent trading. If frequent trading and/or market timing activity are detected in an account with ICMA-RC, ICMA-RC may communicate by telephone or in writing about these trading activities in an effort to deter such activities. If such communications fail to deter the frequent trading activity, further action may be taken on the account including restricting future purchases in the ICMA-RC administered account.

ICMA-RC's aim is to monitor and enforce this frequent trading policy consistently. ICMA-RC cannot guarantee that all the risks associated with frequent trading will be completely eliminated by this policy and/or restrictions.

XV. INABILITY TO CONDUCT BUSINESS

ICMA-RC is normally open for business and operating when the New York Stock Exchange ("NYSE") is open for business. However, unusual circumstances or emergencies including, but not limited to, severe and extraordinary weather conditions, flooding, other natural disasters, pandemic flu or other health epidemics, regional power failures, fires, market disruption, civil disturbances or other events may prevent ICMA-RC from conducting business on a given day or for longer periods of time. In such an event, transactions in the investment options offered through the Trust may be delayed and not effected until ICMA-RC resumes normal business operations.

In addition, in some cases, ICMA-RC may be open for business but operating on a limited basis and may require that the submission of investment transactions and other orders or directions be made via the Internet.

Account Access and EZLink, the internet platforms available to investors and Plans, are normally available 24 hours a day, seven days a week, except during scheduled maintenance periods. Service availability is not guaranteed. ICMA-RC, the Trust Company, and their affiliates will not be responsible for any loss (or foregone gain) that may be incurred as a result of the service being unavailable. ICMA-RC cannot and does not accept any financial responsibility or liability for market fluctuations in the value of an investor's investment that may occur while ICMA-RC is unable to conduct business as described above.

VantageTrust II Funds Disclosure Memorandum

Appendix A

Stable Value / Cash Management Funds

VT II Cash Management Fund

VantageTrust II Model Portfolio Funds

VantageTrust II Model Portfolio Aggressive Fund

VantageTrust II Model Portfolio Conservative Fund

VantageTrust II Model Portfolio Moderate Fund

VantageTrust II Vantagepoint Model Portfolio Funds

VT II Vantagepoint Model Portfolio Conservative Growth Fund

VT II Vantagepoint Model Portfolio Traditional Growth Fund

VT II Vantagepoint Model Portfolio Long-Term Growth Fund

VT II Vantagepoint Model Portfolio Global Equity Growth Fund

VantageTrust II Vantagepoint Funds

VT II Vantagepoint Core Bond Index Fund

VT II Vantagepoint Inflation Focused Fund

VT II Vantagepoint Low Duration Bond Fund

VT II Vantagepoint Equity Income Fund

VT II Vantagepoint 500 Stock Index Fund

VT II Vantagepoint Broad Market Index Fund

VT II Vantagepoint Growth & Income Fund

VT II Vantagepoint Growth Fund

VT II Vantagepoint Select Value Fund

VT II Vantagepoint Aggressive Opportunities Fund

VT II Vantagepoint Mid/Small Company Index Fund

VT II Vantagepoint Discovery Fund

VT II Vantagepoint International Fund

VT II Vantagepoint Overseas Equity Index Fund

VantageTrust II Vantagepoint Milestone Funds

VT II Vantagepoint Milestone Retirement Income Fund

VT II Vantagepoint Milestone 2010 Fund

VT II Vantagepoint Milestone 2015 Fund

VT II Vantagepoint Milestone 2020 Fund

VT II Vantagepoint Milestone 2025 Fund

VT II Vantagepoint Milestone 2030 Fund

VT II Vantagepoint Milestone 2035 Fund

VT II Vantagepoint Milestone 2040 Fund

VT II Vantagepoint Milestone 2045 Fund

VT II Vantagepoint Milestone 2050 Fund

RESOLUTION NO. 16-238

A RESOLUTION AUTHORIZING A PARTICIPATION AGREEMENT WITH VANTAGETRUST COMPANY, LLC FOR THE INVESTMENT OF ASSETS WITHIN THE CITY OF CASPER RETIREMENT HEALTH SAVINGS PLAN.

WHEREAS, the City of Casper currently provides a Retirement Health Savings (RHS) Plan to Fire personnel covered under the Local 904 Collective Bargaining Agreement; and,

WHEREAS, the City of Casper contracts with City Management Association Retirement Corporation (ICMA-RC) for the investment and management of the Retirement Health Savings Plan; and,

WHEREAS, previously available Vantagepoint funds have been liquidated and are no longer available to Plan members for investment; and,

WHEREAS, ICMA-RC recommends alternative VantageTrust II Funds through VantageTrust Company, LLC as investment options; and,

WHEREAS, the City of Casper wishes for VantageTrust II Funds to be made available for investment by Plan participants.

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 Participation Agreement with VantageTrust Company, LLC to provide funds for investment of assets within the City of Casper Retirement Health Savings Plan.

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

September 26, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Assistant City Manager / Community Development Director
Constance Lake, CFM, MPO Specialist 

SUBJECT: Renaming West E Street, located in the Liberty Addition

Recommendation:

That Council, by resolution, approve the renaming of West E Street, located within the Liberty Addition, as Parkway Plaza Drive.

Summary:

The Liberty Addition was platted and recorded with the Clerk of Natrona County, Wyoming as Instrument No. 310111, on December 17, 1935, creating West E Street.

On August 2, 2016, the City of Casper entered into a Memorandum of Understanding (MOU) with CRU Casper, LLC (dba – Parkway Plaza Casper Resort, Spa and Convention Center, Casper, Wyoming) for improvements to the property at 123 West E Street and the gateway entrance to downtown Casper.

Article II, Section A(2)(b) of said MOU obligates the City of Casper to rename West E Street to Parkway Plaza Drive. Per the MOU and upon Council approval of the street renaming, the address for the Parkway Plaza will change from 123 West E Street to 1 Parkway Plaza Drive. The only other address impacted by the street renaming is an irrigation meter, which will also be re-addressed upon Council approval. The MOU requires this obligation be completed no later than December 20, 2016.

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

EXHIBIT A

IRON MAIDEN

LIBERTY ADDITION
TO THE CITY OF CASPER, WYOMING.
Scale: 1"=100'

1200

STATE OF WYOMING }
COUNTY OF NATRONA }

This is to certify that undersigned E.K. Morrow and Grace B. Morrow, husband and wife, are the sole owners and proprietors of that certain tract of land in the NW 1/4 SE 1/4 of Section 4, Township 33 North Range 79 West of the 6th P.M., situated in the County of Natrona, State of Wyoming, as shown on this plat thereof.

That the subdivision of said tract of land as the same appears on said plat is with the free consent and in accordance with the desire of said owners and proprietors, who hereby waive and release all rights therein under the Homestead Exemption Laws of Wyoming.

That said subdivision shall be known as Liberty Addition to the City of Casper, Wyoming.

In witness whereof the said owners and proprietors do hereby set their hands and seals this ~~17th~~ day of December, 1935.

Witness: B.L. Scherck

E.K. Morrow
Grace B. Morrow

STATE OF WYOMING }
COUNTY OF NATRONA }

On this 17th day of December 1935, before me personally appeared E.K. Morrow and Grace B. Morrow, husband and wife, to me known to be the persons described in and who executed the foregoing instrument of subdivision, plat and dedication, and acknowledged that they executed the same as their free act and deed including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 17th day of December 1935.

My Commission expires Dec. 4 1936

Bernard L. Scherck
Notary Public.

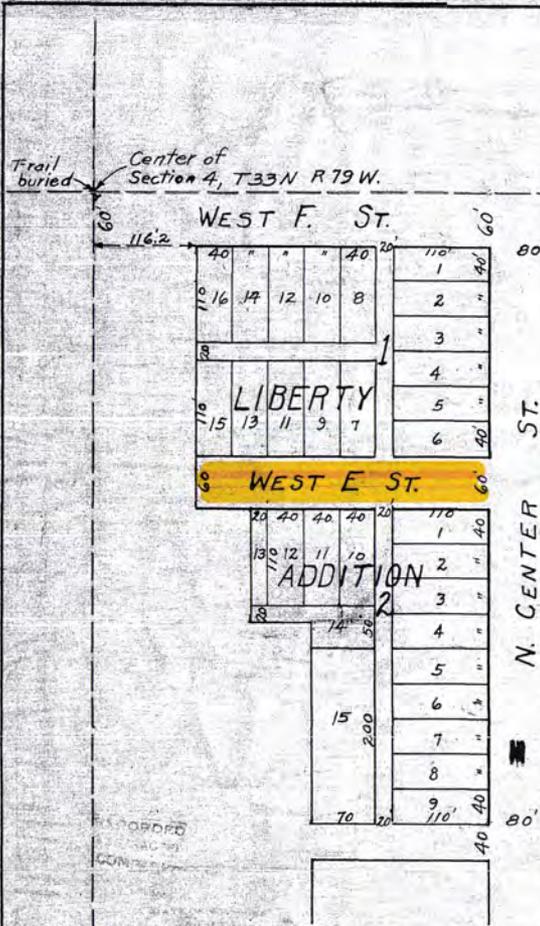
STATE OF WYOMING }
COUNTY OF NATRONA }

J.S. Findley of Casper Wyoming, being first duly sworn according to law on his oath says that he is a Licensed Surveyor in the State of Wyoming, that he made a survey of the tract shown on the plat aforesaid in the NW 1/4 SE 1/4 of Section 4, T33N R 79W of the 6th P.M., situated in the County of Natrona, State of Wyoming, at the request of the above named owners and proprietors of said land, that he subdivided said tract into blocks, lots, streets and alleys as shown by the plat to which this certificate is attached and of which it forms a part and that said plat is a true and correct representation of said survey.

Subscribed in my presence and sworn to before me this ~~17th~~ day of December 1935.

My Commission expires Dec. 4 1936

Bernard L. Scherck
Notary Public.



310111
Dec 17 6
400 P
79 Days 2.86
Cash

RESOLUTION NO. 16-239

A RESOLUTION RENAMING WEST E STREET, LOCATED IN THE LIBERTY ADDITION, AND AUTHORIZING AND DIRECTING THE RESOLUTION TO BE RECORDED IN THE OFFICE OF THE NATRONA COUNTY CLERK.

WHEREAS, the Liberty Addition was platted and recorded with the Clerk of Natrona County, Wyoming as Instrument No. 310111, on December 17, 1935; and,

WHEREAS, the Liberty Addition plat dedicated and created West E Street, a copy of said street, is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth; and,

WHEREAS, the City of Casper entered into a Memorandum of Understanding (MOU) with CRU Casper, LLC (dba – Parkway Plaza Casper Resort, Spa and Convention Center, Casper, Wyoming), on August 2, 2016; and,

WHEREAS, Article II(A)(2)(b) of said MOU obligates the City of Casper to rename West E Street as Parkway Plaza Drive;

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 renaming of West E Street, located within the Liberty Addition, as Parkway Plaza Drive.

BE IT FURTHER RESOLVED: That upon passage and execution of this resolution in accordance with law, this resolution shall be filed with the office of the Natrona County Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

September 20, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director 
Dan Coryell, Parks Manager

SUBJECT: Revised Lease for Casper Crush at Mike Sedar Ballfield

Recommendation:

That Council, by resolution, authorize a revised lease for Mike Sedar Ballfield with Casper Crush (Crush) Baseball League.

Summary:

On July 1, 2014, the City of Casper authorized a lease with the Crush for the use of Mike Sedar Ballfield. The Crush is a competitive youth baseball league that focuses on traveling teams that compete across a multi-state region. The lease was executed in conjunction with the Crush's commitment to build an indoor practice facility in North Mike Sedar Park. The lease covered a 4.79 acre area that included the site of the new practice building along with the baseball field, bleachers, announcer's booth, a portion of the parking lot, and a large greenspace that is part of the park.

The City of Casper has active lease agreements for many sport fields, but the 2014 Mike Sedar Ballfield lease was atypical in several ways. In order to accommodate for the construction of the building, the lease term was set at 75 years, which was far longer than any other baseball field lease. Also, the utility clause broadly stated that the Crush would be responsible for utility expenses, including charges for turf irrigation water. This is unusual because baseball fields can consume extraordinary amounts of water. The average cost to water Mike Sedar Ballfield is \$8,000 per year. None of the other sport field leases require the lessee to pay for irrigation water.

The original lease was also silent in regard to landscaping. A large building like the indoor practice facility would not usually be built without the installation of landscaping. Landscaping requirements are standard for all commercial buildings, but since this building was constructed without them, the landscaping requirement will be incorporated into the new lease.

Several other clauses and conditions, which are now standard for this sort of agreement, were not in the original lease. The lease did not have any requirements to report on field use, it did not require the lessee to make regular capital investment into the field, and the Crush was not required to share the field with any other baseball organizations.

The revised lease seeks to rectify these issues. In summary, the primary changes in the new lease are as follows:

- Lease term reduced from 75 years to 30 years.

- Requirement added that the Crush make \$5,000 of capital investment annually into the leased property.
- Crush will remain responsible for paying utilities associated with the indoor practice building, and will continue paying for all electric, sewer, and natural gas throughout the leased area, but the City will begin paying for turf irrigation water.
- Crush will be required to install landscaping that would be typical for a building like the indoor practice building as per the site plan requirements of the Casper Municipal Code. Crush will be required to allow other baseball teams to use Mike Sedar field when it is not being used by Crush players. Field use fees are set at \$5 per hour, plus \$10 per hour if field lighting is in use.
- Crush will be required to report on its use of Mike Sedar Ballfield, including play activity and financial activity.

The Lease Agreement and resolution are prepared for Council's consideration.

LEASE AGREEMENT
FOR
MIKE SEDAR BALLFIELD

THIS LEASE, entered into this ____ day of _____, 2016, between the City of Casper, Wyoming, a Wyoming Municipal Corporation, referred to hereinafter as “Lessor,” and Casper Crush, Inc., a Wyoming Non-Profit Corporation, hereafter referred to as “Lessee”. This agreement supersedes and replaces any previous agreements between the parties.

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

1. LEASED PREMISES:

The Lessor hereby agrees to lease, and Lessee hereby leases from Lessor, for the term hereafter provided, the property known as Mike Sedar Ballfield as set forth in Attachment “A” and located on the north side of College Drive. Mike Sedar Ballfield shall hereinafter be referred to as the “leased premises”.

LESSOR HEREBY LEASES THE LEASED PREMISES TO LESSEE “AS IS, WITH ALL FAULTS.” LESSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE CONDITION OR USE OF THE LEASED PREMISES OR THE FITNESS OR MERCHANTABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE.

Lessee states the Lessee has inspected the leased premises, and hereby accepts said property in its present condition.

2. LEASE TERM:

The term of this Lease shall be from the first date of execution of the agreement, to and including the 31st day of December, 2044.

3. LEASE FEES:

Lessee shall pay to the Lessor as rent for the leased premises, the sum of One Dollar (\$1.00), payable annually in advance to the Lessor at its offices located at 200 N. David Street, Casper, Wyoming. Rent fee shall be remitted to the Lessor by May 15 of each year.

4. PURPOSE:

The leased premises are leased to Lessee for the purpose of conducting youth baseball league activities, and for other uses determined by the Lessee which are consistent with zoning requirements and which are approved ahead of time by the Parks Manager. Such

youth baseball league activities and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the property.

5. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, additions, alterations, or improvements.

6. INSURANCE:

Lessee agrees to provide and maintain through the term of this Lease, and any subsequent lease renewals, public liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence, and property damage insurance in the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above, prior to commencement of this Lease. Said insurance policy or policies shall name the Lessor as an additional insured and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

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

7. ANNUAL OPERATIONS PLAN

The Lessee, prior to March 15 of each calendar year, shall submit an Annual Operations Plan to the Parks Manager. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s) and email address(es), during which the subject property shall be used by Lessee for its activities. The plan shall pertain to the calendar year in which it was submitted. In the event the Parks Manager does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

8. REPORTING REQUIREMENTS:

Lessee shall submit monthly reports to Lessor on the use of the outdoor portions of the leased premises. Within fourteen (14) days of the conclusion of each month, Lessee shall submit to the Parks Manager a report on the previous month's use of the outdoor portions of the leased premises. Monthly reports shall be submitted in a form and manner as prescribed by the Parks Manager. Monthly reports shall identify the date and time of each scheduled activity. For each scheduled activity listed, Lessee shall also include: age group or competitive level of the playing team(s), baseball organization that the team(s) were associated with, number of players, and whether the activity was a formal game, a baseball practice session, or some other type of activity. Monthly reports shall include activities of the Lessee and shall also include activities by any other team or organization that requested and received a formal reservation of field time from the Lessee. Monthly reports shall not be required for months in which no scheduled outdoor activities occurred.

Lessee shall submit a yearend report to the Lessor, due annually on or before January 31 of each calendar year for the previous calendar year's activities. The yearend report shall include:

- The number of Casper Crush Baseball registered players, with breakout by age group or competitive level.
- An Annual Financial Report as per Section 25 of this agreement.
- A description of any enhancements or improvements made to the leased premises as per Section 17 of this agreement.

9. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members or participants to violate any of the terms and conditions of this Lease Agreement nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

10. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the Lessor's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any advertising materials, violate any person's right to privacy or infringe upon trademarks, trade names copyrights or proprietary rights of any person. It is understood that any approval by the Lessor of advertising material shall not constitute a waiver of Lessee obligations concerning such violations or infringement. Lessee agrees to indemnify and hold the Lessor harmless with respect to all claims alleging such violations,

without cost to the Lessor. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Lease Agreement.

The parties agree that all advertising placed at the facility and/or on the property is owned by the Lessee and shall remain the property of Lessee, and shall be subject to removal by Lessee at any time.

11. INDEMNITY OF LESSOR:

In further consideration of this Lease, Lessee agrees to indemnify and hold the Lessor harmless in the event of any death or injury to persons or damage to property which may result from or arise out of the use or occupancy of the real property and fixed assets, or any action done thereon by Lessee, its agents or employees, customers, or any person coming or being thereon by the license or permission of Lessee, expressed or implied, or other entering upon the property, and Lessee agrees to indemnify and hold Lessor harmless from any and all costs, damages, attorney's fee, expenses, and liability to any person or property resulting from any such causes. Said indemnification shall not extend to death or injuries that result from the negligence of the Lessor, its agents or employees with respect to the premises.

12. ASSIGNMENT:

With the prior written consent of Lessor, the Lessee may assign this Lease in whole or in part and/or may sublet all or part of the leased premises; however, notwithstanding assignment or sublease. Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

13. FIELD SHARING:

Lessee acknowledges that the leased properties may be desired for use on a secondary basis by other baseball organizations. Therefore, Lessee will make these properties available to all responsible requesting parties for baseball activities as per the Casper Crush Field Use Policy ("Field Use Policy," attached as Attachment B) and the Casper Crush Field Use Agreement ("Field Use Agreement," attached as Attachment C). The Field Use Policy and the Field Use Agreement shall be applied by the Lessee upon receipt of requests from baseball organizations for field time at the leased premises.

Lessee shall not be obligated to provide field time to any organization or team that has a documented history of being unwilling or unable to abide by the terms of the Field Use Policy, the Field Use Agreement, the terms of this lease agreement, and/or any applicable law or statute. If an organization has committed violations of the sort described in this section, then Lessee may deem said organization to be ineligible for field sharing.

14. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased property for the purpose of maintenance, public safety, and other general inspections.

15. MAINTENANCE:

Lessee shall, during the terms of this Lease or any extension thereof, keep the leased premises in good order and repair commensurate with the operation of the Lessee's intended use of the premises, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at the Lessee's sole cost and expense, make any repairs necessary to the leased premises for these purposes. Notice of required maintenance may be made by the Lessor, and Lessee will abate the problem within seven (7) days unless otherwise agreed by Lessor.

Lessee, during the term of this lease and at Lessee's sole cost and expense, shall maintain the baseball practice building, to include all constructed structures, installed structures, and mechanical features that are physically attached to said building. The baseball practice building is hereby identified as a steel building erected by the Lessee in 2015, measuring 140 feet by 60 feet by 24 feet, more or less, and located on the leased premises. Lessee, during the term of this lease and at Lessee's sole cost and expense, shall maintain any and all constructed structures, installed structures, and mechanical features that consume utilities that pass through utility meters affixed to the baseball practice building or installed during the construction of the baseball practice building. Lessee, during the term of this lease and at Lessee's sole cost and expense, shall maintain any landscaping installed as per Section 16 of this agreement, including any fencing, shrubbery, flower beds, trees, irrigation systems, decorative rock, retaining walls, and general land area amenities and systems.

Lessor shall provide services related to normal turf maintenance, to include irrigation system repairs for the turfed areas, mowing of turfed areas, trimming of turfed areas, fertilization of turfed areas, aeration of turfed areas, and over seeding of turfed areas. Lessor shall also, during the term of this Lease, be responsible for major maintenance of the baseball diamond, bleachers, dugouts, announcer's booth, parking lot, and fence that surrounds the outdoor practice field. Major maintenance shall be defined to be each single-incident of repair that exceeds Five Hundred Dollars (\$500.00) per occurrence.

Lessee shall be responsible for all minor maintenance repairs to the leased premises. Minor maintenance shall be defined to be each single-incident of repair that is equal to or less than Five Hundred Dollars (\$500.00) per occurrence. Lessee shall be responsible for making and paying for such repairs in a timely manner so as not to adversely affect major repairs or the safe and proper operation of the facility or site.

Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that are being made to the leased premises and facilities.

16. LANDSCAPING

The Lessee shall submit a landscaping plan for the leased premises. The landscaping plan shall be reviewed based on its compliance with the requirements that would normally apply to the site plan of a 140' long by 60' wide by 24' high commercial building located in a residential neighborhood as per Appendix B of Title 17 of the Casper Municipal Code ("Appendix B: Landscaping") and Appendix C of Title 17 of the Casper Municipal Code ("Appendix C: Buffering"). The landscaping plan shall be reviewed per the site plan review process with exceptions necessary to account for variations inherent to the fact that the landscaping plan submitted need not include an entire and complete site plan beyond the landscaping plan itself.

The Lessee shall build and install the landscaping described in its approved landscaping plan by April 30, 2017. Failure to build and install the landscaping described in the landscaping plan by April 30, 2017, including failure caused by failure to win approval of the landscaping plan, shall constitute a violation of this lease.

Landscaping installed per the requirements of this section shall be deemed to be permanent facilities as per Section 17 of this agreement, but the installation of landscaping per this section shall not be counted toward the Lessee's obligation as per Section 17 of this agreement to expend Five Thousand Dollars (\$5,000.00) per year for permanent improvements to the leased premises.

17. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

The Lessee, at its sole cost, risk, and expense, may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, and/or federal regulations and requirements, and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Parks Manager for his approval in accordance with existing codes, prior to the construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Lessor's Council or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises, after the approval of construction code compliance by the Lessor's authorized representative.

Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore the property and premises to the conditions as they were prior to installation of the removed improvements.

Any permanent facility or fixture shall be considered the property of the Lessor. Parties agree and understand that the baseball practice building is a permanent improvement to the leased premises. The baseball practice building is hereby identified as a steel building erected by the Lessee in 2015, measuring 140 feet by 60 feet by 24 feet, more or less, and located on the leased premises. Upon termination of this lease any and all permanent improvements to the leased premises shall become the sole and separate property of the lessor, free and clear of any claim by the Lessee.

For each calendar year of this agreement, beginning in calendar year 2016, Lessee shall expend, at a minimum, Five Thousand Dollars (\$5,000.00) per year in the form of contracted labor and/or purchased material and/or installed equipment that shall be used for the improvement of the leased premises. Such improvements shall be deemed permanent facilities or fixtures. Lessee shall consult with Lessor prior to any investment that is applicable to this paragraph.

The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Lessor Council or its designated representative.

18. UTILITIES:

Lessee shall pay as and when due all charges for sewer, natural gas, and electricity at leased premises. Lessee shall pay as and when due all charges for water that serves any building on the leased premises, to include water used internally at the building(s) and water used externally that originated inside said building(s) or was accessed via building-mounted external hose bib or similar appurtenance.

Lessor shall pay as and when due all charges for water used to irrigate the turf of the leased premises.

19. DEFAULT:

In the event Lessee shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination, or, in the event the Lessee fails to perform any other obligations called for herein on his part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within fifteen (15) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor.

Upon such termination, Lessor shall be entitled to possession of the leased premises and all permanent improvements therein made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the leased premises and all other permanent improvements therein made by Lessee. If Lessee shall refuse to surrender and deliver the

possession of the premises, then Lessor, without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

20. CONCESSIONS:

It is recognized that the Lessee may, during the lease term, conduct fund raising activities, including raffles, sale and lease of advertising upon the property or otherwise, the sale of personal property such as t-shirts, other clothing, and the like. All of the revenues generated from such activities are the sole and exclusive property of the Lessee. Lessee is allowed to sell food and beverage items on a limited basis, in accordance with Casper – Natrona County Health Department Standards.

21. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

Lessee shall pay and indemnify Lessor against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of Lessee or after Lessee's default in surrendering possession upon the expiration or early termination of the term of this Lease or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

22. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, rebuild, or reimburse the Lessor to an equal to or better than condition or fairly compensate the Lessor in monetary value, as existed prior to the destruction of such real property or fixed assets.

23. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall, at the expiration of the lease term, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the Lessee or at the expense of any subtenant, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the Lessee at the expiration of the lease term, or any extension thereof, and all property not so removed shall be deemed abandoned by Lessee. Lessor has the option to purchase all of the removable property that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease Agreement. The

purchase price shall be the depreciated value of assets at the time of termination or expiration of the Lease Agreement.

24. TERMINATION:

The Lessor has the right to terminate this Lease Agreement for cause by giving not less than sixty (60) days written notice to Lessee of such termination. The Lessee has the right to terminate this Lease Agreement by giving not less than sixty (60) days written notice to Lessor. It is agreed by both parties that any breach of any term of this Lease Agreement shall constitute cause for termination under the terms of section 18, "Default".

25. OPERATIONS:

Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the Lessee, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the general public including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities.

Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an Annual Financial Report to the Lessor following the close of each year as part of its annual reporting requirements. When describing revenues and expenditures related to the operation of the Lessee's overall organization, the Annual Financial Report shall summarize revenues and expenditures by sorting revenues and expenditures into several broad categories. When describing revenues that are directly related to the operation of the leased premises, the Annual Financial Report shall provide a detailed breakdown of revenues. Revenues directly related to the operation of the leased premises shall include, but not be limited to: revenue from advertising displayed on the premises, revenue from concessions sold on the premises, revenue from subletting or field sharing of the premises, and similar site-based revenue sources. When describing expenditures that are directly related to the operation of the leased premises, the Annual Financial Report shall provide a detailed breakdown of expenditures. Expenditures directly related to the operation of the leased premises shall include, but not be limited to: expenditures for utilities at the leased premises, expenditures for snow clearance and landscaping services at the leased premises, expenditures for maintenance and repairs of the leased premises, and similar site-based expenditures. Lessee shall provide additional details relevant to the expenses and revenues that are directly related to the operation of the Leased premises upon the request of the Parks Manager.

26. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or if mailed by certified mail, postage paid, addressed to

Lessor at 200 N. David Street, Casper, Wyoming 82601, or Lessee at 4427 E. 27th, Casper, Wyoming 82609.

27. WAIVER:

No failure by Lessor to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Lease Agreement. No term or condition of this Lease required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Lessor. No waiver or any breach shall affect or alter any term or condition of this Lease, and such term or condition shall continue in full force and effect with respect to any other breach thereof.

28. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of, any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, *et seq* (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those that are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor, in writing, of any of the following: 1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the

property by any third party, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request, of all such investigations that had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions that have been taken.

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

29. MISCELLANEOUS COVENANTS:

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

Lessor covenants that upon Lessee's compliance with the terms hereof, it shall have and hold and peacefully enjoy the leased premises during the term or any renewal of this lease.

30. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

31. BINDING EFFECT:

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

32. NULLIFICATION OF PREVIOUS AGREEMENT:

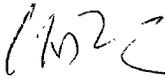
The previous lease agreement between the Parties for the leased premises, dated July 1, 2014, is hereby void and shall be of no further force or effect.

33. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties and it is agreed that neither Lessor or anyone acting on its behalf have made any statements, promises, or agreements, or taken upon itself any engagement whatever, verbally or in writing, in conflict with the terms of this Lease that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Lessor shall be implied in addition to the obligations herein expressed.

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

APPROVED AS TO FORM:



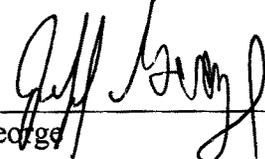
ATTEST:

Tracey L. Belser
City Clerk

LESSOR:
CITY OF CASPER, WYOMING
A Municipal Corporation

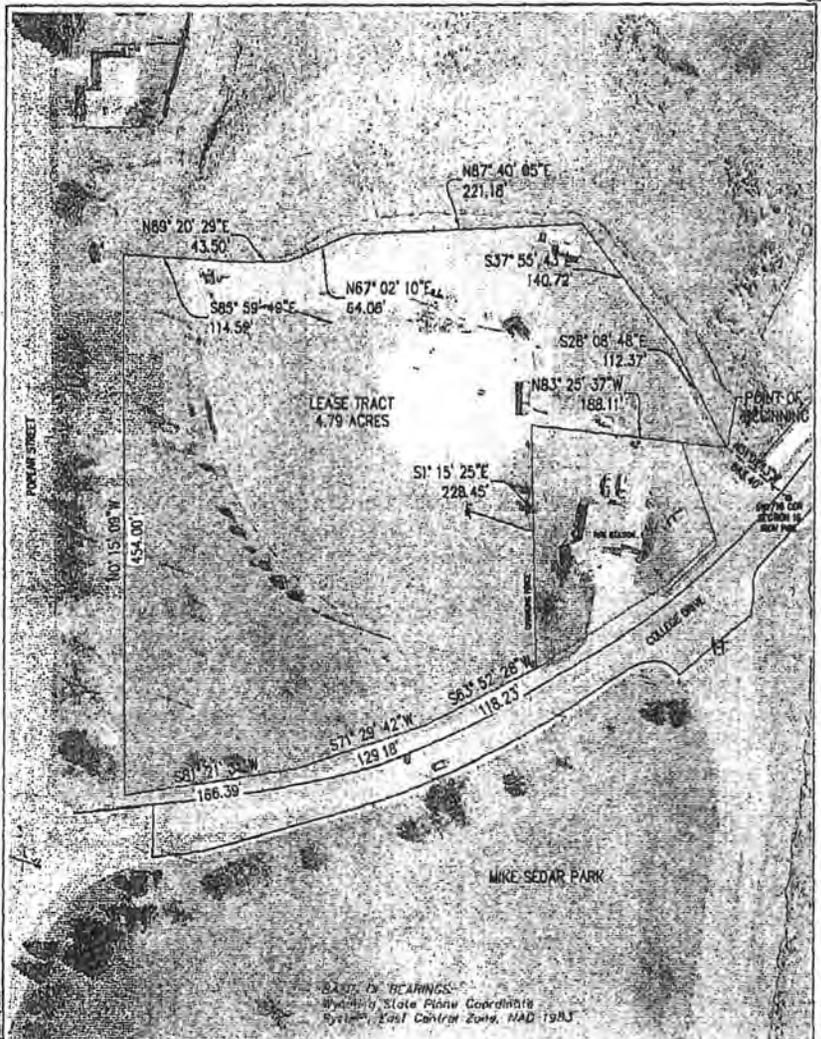
Daniel Sandoval
Mayor

LESSEE:
CASPER CRUSH, INC.



Jeff George
President

ATTACHMENT A: MIKE SEDAR BALLFIELD



BASED ON BEARINGS
Wyoming State Plane Coordinate
System, East Control Zone, NAD 1983

As Made 2014 Survey, Available to City of Casper, Casper, Wyo., 1/29/2014, 8m



I, JAMES F. JONES, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5529, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN MAY, 2014, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.



Civil Engineering Professionals, Inc.
6089 Enterprise Drive, Casper, Wyo 82609
Phone 307.266.4346 Fax 307.266.0105
www.cepi-casper.com



Exhibit "B"
LEASE BOUNDARY SURVEY
CASPER CRUSH
City of Casper-Mike Sedar Ball Field
NW¼SW¼ Sec. 16, T.33N., R.79W.
Casper, Wyoming
May 31, 2014
W.O. 14-162

ATTACHMENT B: FIELD USE POLICY

It is the policy of the Casper Crush Board of Directors that Casper Crush's primary role is to utilize the City of Casper leased baseball field property for the benefit of the Casper Crush Baseball league during the league's designated season. The Board of Directors recognizes that this leased property may be desired for use on a secondary basis by other organizations within the City of Casper as well. Therefore, Casper Crush will make this property available for scheduling at available times prior, during and after the conclusion of the Casper Crush season. Casper Crush leased property will be made available to all requesting parties, to ensure equitable allocation of fields, etc. as deemed reasonably possible by the Board of Directors. Casper Crush will require a signed copy of the Casper Crush Use Agreement be kept on file in the Casper Crush office prior to any scheduling.

Casper Crush will strictly enforce the proper use and care of Casper Crush owned equipment and leased property. Casper Crush shall not direct the activities of any specific organization, nor promote any specific program, members or policies. The Casper Crush Board of Directors will not authorize or schedule field use until the requirements of the Casper Crush Field Use Agreement are met to the Board's satisfaction.

Under no circumstances may the Casper Crush property be used for practices/activities either before or during the scheduled league activities and games except as authorized by the Casper Crush Board of Directors.

Casper Crush managers and coaches will have priority when scheduling practices and/or games on Casper Crush Field during the Casper Crush season. Other organizations approved by the board will have limited access.

All Casper Crush fields are to be used for games and practices only when a team is officially scheduled for use. ****NO EXCEPTIONS**** There may be times when the fields are vacant or closed for important reasons (mowing, new turf, irrigation repairs, fertilizer application, etc.)

It is the responsibility of the teams to leave the fields and dugouts in good condition after games and practices. This includes removing all trash from the dugouts and **always** replacing the tarp on the pitcher's mound and home plate areas.

ATTACHMENT C: FIELD USE AGREEMENT

The Board of Directors recognizes that the Mike Sedar Baseball Field is publicly owned and leased to the Casper Crush. This public property may be desired for use on a secondary basis by other baseball and softball organizations within the City of Casper. Therefore, Casper Crush will make this property available for scheduling at available times prior, during and after the conclusion of the Casper Crush season. Casper Crush leased property will be made available to all requesting parties, to ensure equitable allocation of fields, batting cages, etc. as deemed reasonably possible by the Board of Directors. Casper Crush will require a signed copy of the Casper Crush Field Use Agreement be kept on file in the Casper Crush office prior to any scheduling.

1.1 Scheduling:

- A.) All scheduling will be made through the Casper Crush office.
- B.) Schedules will be made bi-weekly beginning the 1st of February (weather permitting).
- C.) All requests must be submitted via e-mail (_____) to the Casper Crush office by 12:00 pm Monday prior of the two-week scheduling period.
- D.) Schedules will be posted to the Casper Crush website by 12:00 pm Thursday prior of the two-week scheduling period. Example: Requests must be submitted by 12:00 pm on January 25, 2016 for consideration of Field Usage time from February 1 through February 14, 2016.
- E.) Additional scheduling of double-headers, tournaments, etc. will be allowed. These events need to be scheduled 30 days in advance when possible in order to secure dates required and avoid conflict with normal Casper Crush activities.

1.2 Fees:

- A.) A fee of \$5/hour will be charged upon scheduling field use for all teams/ organizations. Fee is due and payable upon scheduling. Minimum of two hours per field use session.
- B.) A fee of \$10/hour will be charged when field lights are in use. Example: a two hour night session will be charged at \$30.00, to include two hours of field use at \$5 per hour, plus \$20 of field lights at \$10 per hour.
- C.) Fees are non-refundable.

1.3 Field Guidelines

- A.) All organizations/players/coaches agree to abide by Casper Crush field use guidelines when using fields.
- B.) Turf shoes are required during any and all practices. No cleats will be allowed.
- C.) No sunflower seeds will be allowed at the Casper Crush Facility.
- D.) No Alcohol, tobacco, or illegal drugs will be allowed at any Casper Crush facility.
- E.) No pets will be allowed at the Casper Crush facility.
- F.) Protective mats will be used at all times on pitching mounds and home plate areas during Field Use.
- G.) If tarps are in place, they shall be replaced after Field Use
- H.) All organizations will be expected to leave fields and dugouts in the same condition as found prior to use. Please treat the Casper Crush facility with respect!

Signed

Date

RESOLUTION NO. 16-240

A RESOLUTION AUTHORIZING THE LEASE OF MIKE
SEDAR BALLFIELD TO CASPER CRUSH, INC.

WHEREAS, the City of Casper desires to encourage youth baseball activity; and,

WHEREAS, Casper Crush, Inc., is a non-profit organization founded to organize and promote youth baseball activity; and,

WHEREAS, Casper Crush, Inc., as the current leaseholder of Mike Sedar Ballfield, has requested a revision of its lease.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING that the Mayor is hereby authorized to sign a lease for Mike Sedar Ballfield.

PASSED APPROVED, AND ADOPTED this ___ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

September 2, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Agreement with 71 Construction, Inc.
North Platte Sanitary Sewer Interceptor (NPSSI) Corrosion Control Building, Project No. 14-54

Recommendation:

That Council, by resolution, authorize an agreement with 71 Construction, Inc., for construction of the North Platte Sanitary Sewer Interceptor (NPSSI) Corrosion Control Building, Project No. 14-54, for the base bid amount of \$834,357.71. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$30,642.29, for a total project amount of \$865,000.00.

Summary:

On September 1, 2016, bids were received from four (4) contractors for construction of the NPSSI Corrosion Control Building Project. The bids for the work are as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
71 Construction	Casper, Wyoming	\$834,357.71
Fuller Enterprises Construction	Casper, Wyoming	\$924,426.00
Diamond Point Construction	Buffalo, Wyoming	\$1,090,000.00
Hydro Construction	Fort Collins, Colorado	\$1,157,372.00

The estimate for the project provided by the City's consultant, CH2M Hill, was \$756,000.00.

The NPSSI is a 9-mile-long concrete gravity sewer line that has been subject to hydrogen sulfide related corrosion over the course of its 30+ year life. Pilot testing of ferrous chloride injection near the upstream end of the line at the Indian Paintbrush Lift Station effectively reduced sulfide concentrations, and the City's engineers and sanitary sewer maintenance staff desire to implement ferrous chloride injection on a permanent basis.

The new corrosion control facility will include a 22'x 44' masonry block building, a chemical storage tank with pumps, yard piping, new electrical service, and minor earthwork. Construction of the improvements is to be completed by June of 2017.

Funding for this project is from Optional One Cent #15 Sales Tax Funds for Wastewater Treatment Plant Capital Replacement allocated in FY2017 in the amount of \$750,000. The balance of the funds will be from Wastewater Treatment Plant Reserves.

The Agreement and resolution are prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and 71 Construction, Inc., PO Box 4600, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a new corrosion control facility to protect the North Platte Sanitary Sewer Interceptor pipe; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the City of Casper, North Platte Sanitary Sewer Interceptor (NPSSI) Corrosion Control Building, Project 14-54.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, North Platte Sanitary Sewer Interceptor (NPSSI) Corrosion Control Building, Project 14-54.

ARTICLE 2. ENGINEER.

The Project has been designed by CH2M Hill, Inc., who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by May 31, 2017, and completed and ready for final payment in accordance with Article 14 of the General Conditions by June 15, 2017.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Fixed Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Eight Hundred Thirty-Four Thousand Three Hundred Fifty-Seven and 71/100 Dollars (\$834,357.71), subject to additions and deductions by Change Order approved by the Owner. See Exhibit "A" - Bid Form.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
 - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy,

those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Addenda No. 1,2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of twelve (12) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: North Platte Sanitary Sewer Interceptor (NPSSI) Corrosion Control Building, Project 14-54.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

(this space intentionally left blank)

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

APPROVED AS TO FORM:

(North Platte Sanitary Sewer Interceptor (NPSSI) Corrosion Control Building, Project 14-54)

Walter Trent

DATED this _____ day of _____, 2016.

ATTEST:

CONTRACTOR:

71 Construction, Inc.

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 334,357.71

TOTAL BASE BID, IN WORDS: Eight hundred thirty four thousand three hundred fifty-seven dollars and SEVENTY-one CENTS. ——— DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 7072 Barton Dr.
PO Box 4600
Casper, WY 82604

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

Submitted on September 1, 2016.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 CONSTRUCTION (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Steve Loftus (seal)
PREZ
(Title)

(Seal)

Attest: Shelley Huns

Business Address: PO Box 4600
Casper WY 82604

Phone Number: 307-235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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



CH2M
200 E 7th Street
Suite 314
Loveland, CO 80537
Tel 720 286 6022

August 9, 2016

Scott Baxter
200 North David Street
Casper, WY 82601

CH2M HILL Project Number: 653725

Subject: North Platte Sanitary Sewer Interceptor Corrosion Control Building
Project 14-54

Dear Mr. Baxter,

The bid results for the North Platte Sanitary Sewer Interceptor Corrosion Control Building, Project 14-54, bid September 1, 2016, are found below in Table 1, with 71 Construction being the low bidder for the project.

Table 1

Company	Bid Amount
71 Construction	\$834,357.71
Fuller Enterprises Construction	\$924,426.00
Diamond Point Construction	\$1,090,000.00
Hydro Construction (non-res)	\$1,157,372.00

While this project is somewhat different than a standard 71 Construction project, which generally involves paving or excavation, the quantity and variety of projects completed by the Contractor indicate that they should be able to complete an acceptable project. Additionally, 71 Construction Company has recently completed several successful projects with the City of Casper and retains a staff with Professional Engineers, safety coordinators, good construction managers and other support staff necessary to complete such a project.

Based upon City experience with the contractor, we recommend awarding the North Platte Sanitary Sewer Interceptor to 71 Construction in the amount of \$834,357.71.

Sincerely,

CH2M HILL, Engineers Inc.

Brad Schutt

Project Manager

RESOLUTION NO. 16-241

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE NORTH PLATTE SANITARY SEWER INTERCEPTOR (NPSSI) CORROSION CONTROL BUILDING, PROJECT 14-54.

WHEREAS, the City of Casper desires to construct a new corrosion control facility to protect the North Platte Sanitary Sewer Interceptor pipe; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the NPSSI Corrosion Control Building, Project 14-54; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with 71 Construction, Inc., for those services, in the amount of Eight Hundred Thirty-Four Thousand Three Hundred Fifty-Seven and 71/100 Dollars (\$834,357.71).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Eight Hundred Thirty-Four Thousand Three Hundred Fifty-Seven and 71/100 Dollars (\$834,357.71), and Forty Thousand Six Hundred Forty-Two and 29/100 Dollars (\$40,642.29) for a construction contingency account, for a total price of Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:

(North Platte Sanitary Sewer Interceptor Corrosion Control Building, Project 14-54)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

September 12, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Terry Cottenoir, Engineering Technician

SUBJECT: Change Order No. 1 with Grizzly Excavation and Construction, LLC. for
Casper Family YMCA Bid Package No. 2, Project No. 15-31

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Grizzly Excavation and Construction, LLC. (Grizzly), for the Casper Family YMCA Bid Package No. 2, for a time extension of fifty-nine (59) days for Substantial Completion and forty-four (44) days for Final Completion.

Summary:

Grizzly is under contract with the City of Casper for the Casper Family YMCA Bid Package No. 2. The project consists of completing the public site improvements and access road at the new Casper Family YMCA site.

The request for a time extension of fifty-nine (59) days for Substantial Completion and forty-four (44) days for Final Completion is due the re-design of the retaining wall and construction of the project. Shortly after beginning the earth work for the retaining wall, Grizzly notified the City's consultant, Civil Engineering Professionals, Inc. (CEPI), that the slope of the hill next to the proposed retaining wall location was causing safety issues. In order to provide a safe work environment and to not jeopardize the stability of the hill, CEPI agreed that re-designing the wall was necessary. CEPI provided drawings for the re-designed wall September 2, 2016, and Grizzly resumed work on site September 6, 2016.

Because of the delay in re-redesigning the wall, the subcontractor responsible for drilling the reinforced concrete piers for the retaining wall could not mobilize to the site and begin work until September 19, 2016. This time extension request will move the Substantial Completion date to November 13, 2016, and the Final Completion date to December 14, 2016.

CEPI has reviewed Change Order No. 1 and recommends the above time extension. Change Order No. 1 will not affect the total Contract Price of \$588,585.00.

A resolution is prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: Casper Family YMCA Bid Package #2 DATE OF ISSUANCE: September 12, 2016

OWNER: City of Casper, Wyoming
200 N. David St., Casper, WY 82601

CONTRACTOR: Grizzly Excavating and Construction, LLC

ENGINEER: Civil Engineering Professionals, Inc.

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

Description: Extend the contract time to allow for the re-design of the retaining wall and construction of the project

Attachments: Memo from CEPI dated September 12, 2016

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>588,585.00</u>	Original Contract Time: (days or date) Substantial Completion: Final Completion:
Previous Change Orders No. <u>0</u> to <u>0</u>	Net change from previous Change Orders (days): <u>Zero (0)</u>
Contract Price prior to this Change Order: \$ <u>588,585.00</u>	Contract Time Prior to this Change Order: (date) Substantial Completion: <u>9/15/2016</u> Final completion: <u>10/31/2016</u>
Net Increase/Decrease of this Change Order: \$ <u>0.00</u>	Net Increase/Decrease of this Change Order: <u>59 days for Substantial Completions and 44 days for Final Completion</u>
Contract Price with all approved Change Orders: \$ <u>588,585.00</u>	Contract Time with all approved Change Orders:(date) Substantial completion: <u>11/13/2016</u> Final completion: <u>12/14/2016</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:


Contractor
9-12-16

BY:


Engineer
09/12/2016

BY:

Owner



Memorandum

Date: September 12, 2016
To: Terry Cottenoir, Engineering Technician
CC: Joa Sasser, Grizzly Excavating and Construction LLC
From: Thomas Brauer, Project Manager
WO #: 15-282
Subject: Casper Family YMCA Bid Package #2

This memo serves as an attachment to Change Order No. 1 to the contract for the Casper Family YMCA Bid Package #2. This memo provides the justification for the time extension requested by the Contractor and recommended by the Engineer.

The Casper Family YMCA Bid Package #2 project was bid on June 2, 2016 and the Notice to Proceed was issued on July 14, 2016. The Contractor, Grizzly Excavating and Construction, LLC, began work on the project immediately following the Notice to Proceed. The Contractor notified the Engineer and the Owner shortly after starting work that the earthwork required for sloping the hill south of the site was creating a significant problem. In order to provide a safe work environment for the installation of the cast-in-place concrete retaining wall sloping of the hill could possibly jeopardize the buried 10 million gallon water storage tank located on top of the hill south of the site. The Engineer agreed with the concern and immediately began redesigning the retaining wall to move the wall to the north and reduce the size of the counterfort walls.

The Engineer provided the drawings for the redesigned retaining wall and the Contractor began work on the site. Because of the delay, the subcontractor responsible for drilling the reinforced concrete piers for the retaining wall could not mobilize to the site and begin work until September 19, 2016. The justification for the time extension recommended in Change Order No. 1 is for the additional time required to complete the construction of the retaining wall.

RESOLUTION NO. 16-242

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH GRIZZLY EXCAVATION AND CONSTRUCTION, LLC., FOR A TIME EXTENSION FOR THE CASPER FAMILY YMCA BID PACKAGE NO. 2, PROJECT NO. 15-31

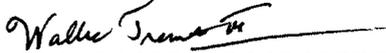
WHEREAS, the City of Casper desires to extend the contract time for the Casper Family YMCA Bid Package No. 2, Project No. 15-31; and,

WHEREAS, Grizzly Excavation and Construction, LLC., is able and willing to provide those services, specified as Change Order No. 1 to the agreement for a time extension for the Casper Family YMCA Bid Package No. 2, Project No. 15-31, and further described therein.

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, Change Order No.1 to the agreement with Grizzly Excavation and Construction, LLC., for a time extension for the Casper Family YMCA Bid Package No. 2, Project No. 15-31, for those services.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

September 23, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Jolene Martinez, Special Projects Coordinator
Terry Cottenoir, Engineering Technician

SUBJECT: Agreement with Precision Demolition for the
2016 River Restoration Tree Hauling, Project No.16-033

Recommendation:

That Council, by resolution, authorize an agreement with Precision Demolition for the 2016 River Restoration Tree Hauling, Project No. 16-033, in the amount of \$51,240.00. Furthermore, it is recommended that Council authorize a construction contingency amount, in the amount of \$5,000.00, for a total project amount of \$56,240.00.

Summary:

On Friday, September 23, 2016, three (3) bids were received for the 2016 River Restoration Tree Hauling, Project No. 16-033. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL COST</u>
Precision Demolition	Mills, Wyoming	\$51,240.00
Recycled Materials	Casper, Wyoming	\$133,224.00
Knife River	Casper, Wyoming	\$215,200.00

The City of Casper has committed to provide trees for the Wyoming Boulevard and Izaak Walton sites of the North Platte River Restoration Project. The Natrona County Parks Department has authorized the City of Casper to remove trees that were cleared from the Nordic Trails Project.

The 2016 River Restoration Tree Hauling project includes services for loading trees into trucks at the Natrona County Nordic Trail Project and hauling the trees to a designated stockpile location in the Dempsey Acres Well Fields adjacent the Water Treatment Plant. Work is scheduled to be completed by June 30, 2017. The estimate prepared by the City Engineering Division was \$75,000.00.

The low bid from Precision Demolition was \$51,240.00. Adding a construction contingency amount of \$5,000.00 brings the total contract amount to \$56,240.00. By State Statue, all in-state bidders receive a five percent (5%) bid preference. As all bids were from in-state Contractors, no bid preference was granted.

Funding for this project will be from budgeted Optional One Cent #14 Sales Tax funds allocated to the FY16 Platte River Revival.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Precision Demolition, P.O. Box 2182, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to haul trees from the Natrona County Nordic Trails Project for use at the Wyoming Boulevard and Izaak Walton Sites as a part of the North Platte River Restoration Project; and,

WHEREAS, Precision Demolition is able and willing to provide those services specified as the 2016 River Restoration Tree Hauling, Project No. 16-033.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2016 River Restoration Tree Hauling, Project No. 16-033, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work for the **Wyoming Boulevard Site** will be substantially completed by **November 18, 2016**, and **ALL** Work will be substantially completed by **June 30, 2017**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **July 7, 2017**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the

remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Fifty-One Thousand Two Hundred Forty Dollars (\$51,240.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and the Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five

percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Division 02 – Site Construction, consisting of one (1) section.
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. 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. 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.

(This space intentionally left blank)

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:



CONTRACTOR:

Precision Demolition

WITNESS:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

By: _____

By: _____

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
- 5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 51,240.00

TOTAL BASE BID, IN WORDS: Fifty-One Thousand Two Hundred and Forty dollars and Zero Cents DOLLARS.

- 6. Bidder agrees that the work for the City will be as provided above.
- 7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
- C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Precision Demolition
P.O. Box 2182
Mills, WY 82644

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

Submitted on September 23, 2016.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Precision Demolition (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)

(Title) Vice President

(Seal)

Attest: Dana J Roe

Business Address: 8008 Southwood
Casper, WY 82604

Phone Number: 307-724-0551

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

EXHIBIT "B"
BID SCHEDULE

2016 River Restoration Tree Hauling
PROJECT NO. 16-033
September 23, 2016

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Wyoming Boulevard Site Tree Hauling	CY	460	\$ 14.00	\$ 6,440.00
2	Izaak Walton Site Tree Hauling	CY	3200	\$ 14.00	\$ 44,800.00
TOTAL BASE BID					\$ 51,240.00

• **BID IN WORDS:**

Fifty-one Thousand Two hundred and Forty dollars
and Zero Cents.

This bid submitted by: Precision Demolition
(Individual, partnership, corporation, or joint venture name)

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**2016 River Restoration Tree Hauling
PROJECT NO. 16-033**

by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: September 20, 2016

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

Terry Cottenoir, Engineering Tech II

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

Precision Remediation

Firm

[Signature]
By: Signature

Vice President

Title

9-20-2016

Date Received

ADDENDUM NO. 1

for the

2016 RIVER RESTORATION TREE HAULING PROJECT NO. 16-033

for the

City of Casper, Wyoming

ADDENDUM DATE: September 20, 2016

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

SECTION I - BIDDING DOCUMENTS AND FORMS

- **BID FORM, Paragraph 1, page BF – 1 of 4: DELETE** paragraph 1 in its entirety and **REPLACE** with the following:

“1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price for the Wyoming Boulevard Site by **November 18, 2016**, and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **June 30, 2017** and completed and ready for final payment not later than **July 7, 2017** in accordance with the Bidding Documents.”

SECTION II – CONTRACT DOCUMENTS AND FORMS

- **STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, Article 3. Contract Time, Paragraph 3.1, page SFA – 1 of 6: DELETE** paragraph 3.1 in its entirety and **REPLACE** with the following:

“3.1 The Work for the **Wyoming Boulevard Site** will be substantially completed by **November 18, 2016**, and **ALL** Work will be substantially completed by **June 30, 2017**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **July 7, 2017.**”

SECTION IV – TECHNICAL SPECIFICATIONS

- **SECTION 01650 MEASUREMENT AND PAYMENT PROCEDURES, Paragraph 1.03 BID ITEM DESCRIPTIONS, ITEM 1:** ADD after the sentence ending with “complete the work.” and before the sentence beginning with “Payment shall be” the following:

“The Contractor shall be responsible for all measurements and is to provide documentation of the total number of cubic yards contained in each load delivered. The documentation shall be submitted with the payment invoice or upon the Owner’s request.”

- **SECTION 01650 MEASUREMENT AND PAYMENT PROCEDURES, Paragraph 1.03 BID ITEM DESCRIPTIONS, ITEM 2:** ADD after the sentence ending with “complete the work.” and before the sentence beginning with “Payment shall be” the following:

“The Contractor shall be responsible for all measurements and is to provide documentation of the total number of cubic yards contained in each load delivered. The documentation shall be submitted with the payment invoice or upon the Owner’s request.”

End of Addendum No. 1

RESOLUTION NO. 16-243

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PRECISION DEMOLITION FOR THE 2016 RIVER RESTORATION TREE HAULING, PROJECT NO. 16-033.

WHEREAS, the City of Casper desires to haul trees from the Natrona County Nordic Trails Project for use in the North Platte River Restoration Project; and,

WHEREAS, Precision Demolition is able and willing to provide those services specified as 2016 River Restoration Tree Hauling, Project No. 16-033; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Precision Demolition for those services, in the amount of Fifty-One Thousand Two Hundred Forty Dollars (\$51,240.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Fifty-One Thousand Two Hundred Forty Dollars (\$51,240.00), and Five Thousand Dollars (\$5,000.00) for a construction contingency account, for a total project amount of Fifty-Six Thousand Two Hundred Forty Dollars (\$56,240.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:
(2016 River Restoration Tree Hauling, Project No. 16-033)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor