

REGULAR COUNCIL MEETING  
Tuesday, November 17, 2015  
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.

<b>Council Goals Scorecard</b>
<i>Actions since 5/5/2015</i>
<b>12</b>
<b>71</b>
<b>38</b>

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE NOVEMBER 3, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 10, 2015
4. CONSIDERATION OF MINUTES OF THE NOVEMBER 4, 2015 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 11, 2015
5. CONSIDERATION OF BILLS AND CLAIMS
6. PRESENTATION OF CERTIFICATION OF RECOGNITION TO PARTICIPANTS OF CITIZENS' ACADEMY FALL 2015
7. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish December 1, 2015, as the Public Hearing Date for Consideration of:

- a. **Zone Change** of Lot 15, Block 96, Casper Addition, located at **224 North Lincoln Street**, from C-2 (General Business) to C-3 (Central Business).

8. PUBLIC HEARING

A. Resolution

1. Consideration and Approval of the **Casper Downtown Development Association's Plan of Development** for the **Downtown Events-Driven Public Plaza Project**.

9. THIRD READING ORDINANCES

A. Consent

1. Vacation and Replat Lots 10A, 10B, 11A, 11B, and 28, Block 8, and Lots 12A, 12B, 13A, 13B, 14A, and 14B, Block 12, Prairie Park Estates No. 2, to Create **Prairie Park Estates No. 3**, located at the Intersection of Rogue River and Quivera River Roads.

2015 Goals		
Downtown	Infrastructure	Recreation
X	X	X

2015 Goals		
Downtown	Infrastructure	Recreation

9. THIRD READING ORDINANCES (continued)

A. Consent

2. Ordinance Amending Sections 15.04.040 and 15.04.090, of the Casper Municipal Code and Adopting **International Building Code** 2015 Edition.
3. Ordinance Amending Chapter 15.02 of the Casper Municipal Code, and Adopting the 2015 **International Residential Building Code** for One and Two Family Dwellings, with Amendments.
4. Ordinance Amending Sections 15.20.020 and 15.20.030 of the Casper Municipal Code, and Adopting the 2015 Edition of the **International Mechanical Code**.
5. Ordinance Amending Certain Sections of Chapter 15.24 of the Casper Municipal Code, and Adopting the 2015 Edition of the **International Plumbing Code**.
6. Ordinance Amending Sections 15.18.010 and 15.18.020 of the Casper Municipal Code, and Adopting the 2015 Edition of the **International Fuel Gas Code**.

10. SECOND READING ORDINANCE

A. Consent

1. **Annexation and Plat** a portion of the SE1/4NE1/4 and the NE1/4SE1/4 of Section 7, and the SW1/4NW14 of Section 8, T33N, R78W, 6<sup>th</sup> P.M., Natrona County Wyoming, to create **Betty Luker Parkway Campus No. 3**, Generally Located South of East 2<sup>nd</sup> Street, and **Rezoning** of Same From Natrona County Zoning Classification UA (Urban Agriculture) to City Zoning Classification C-2 (General Business).

11. FIRST READING ORDINANCES

- A. Ordinance Amending Section 5.08.010 of the Casper Municipal Code **Pertaining to Alcoholic Beverages** to Add a Definitional Section for the Word “Conviction.”
- B. Ordinance Amending Certain Sections of Chapter 13.20 of the Casper Municipal Code, Pertaining to Division III **Wastewater-Purpose, Definitions, Abbreviations**.
- C. Ordinance Amending Certain Sections of Chapter 13.32 of the Casper Municipal Code, Pertaining to Division III **Wastewater – Sewer Discharge Regulations**.

11. FIRST READING ORDINANCES (continued)

D. Ordinance Amending Certain Sections of Chapter 13.36 of the Casper Municipal Code, Pertaining to Division III **Wastewater – Wastewater Discharge Conditions**.

E. Ordinance Amending Certain Sections of Chapter 13.44 of the Casper Municipal Code, Pertaining to Division III **Wastewater – Violations and Enforcement**.

12. RESOLUTIONS

A. Consent

1. Authorizing the **Cash Management Services Master Agreement** with **First Interstate Bank of Montana-Casper Branch** for Banking Services.
2. Adopting the **2010 Natrona County Multi-Jurisdiction Hazards Mitigation Plan**.
3. Authorizing Change Order No. 3 with **Caspar Building Systems, Inc.**, in the Amount of \$34,536.56 for the **Mike Sedar Pool Project**.
4. Authorizing Agreement with **Wyoming Power Wash, Inc.**, in the Amount of \$60,000, for the **Paradise Valley Tank Exterior Painting Project**.

2015 Goals		
Downtown	Infrastructure	Recreation
		X
	X	

13. MINUTE ACTION

A. Consent

1. Authorize the Purchase of One Toro 52” **Zero Turn Mower**, with Options, from **Hoods Equipment and Sprinkler**, Casper, Wyoming, to be Used in the Parks Division of the Public Services Department, in the Amount of \$15,757.90, Before Trade in Allowance.

14. COMMUNICATIONS

A. From Persons Present

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

16. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, December 1, 2015 – Council Chambers

6:00 p.m. Tuesday, December 15, 2015 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, November 24, 2015 – Council Meeting Room

4:30 p.m. Tuesday, December 8, 2015 – Council Meeting Room

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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

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COUNCIL PROCEEDINGS  
 Casper City Hall – Council Chambers  
 November 3, 2015

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 3, 2015. Present: Councilmen Cathey, Hopkins, Johnson, Miller, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell.

Mayor Powell led the audience in the Pledge of Allegiance.

Mayor Powell welcomed V.H. McDonald to the meeting, and congratulated him on the City Manager position.

Moved by Councilman Mundell, seconded by Councilman Johnson, to, by minute action, approve the minutes of the October 13, 2015, special Council meeting, as published in the Casper-Star Tribune on October 23, 2015. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Schlager, to, by minute action, approve the minutes of the October 20, 2015, regular Council meeting, as published in the Casper-Star Tribune on October 26, 2015. Motion passed.

Moved by Councilman Miller, seconded by Councilman Sandoval, to, by minute action, approve payment of the November 3, 2015, bills and claims, as audited by Acting City Manager McDonald. Councilman Sandoval noted he wished to abstain from voting on invoices pertaining to the Casper Greenhouse. Motion passed.

Bills & Claims  
 11/03/15

71Construction	Projects	\$115,115.56
AAALandscaping	Services	\$1,988.50
ABeamer	Reimb	\$94.71
Adecco	Services	\$1,628.45
AGiraldo	Services	\$40.00
AKloke	Reimb	\$30.82
AllianceElec	Services	\$42,617.95
AMartinez	Reimb	\$75.00
AMBI	Services	\$671.58
Ameritech	Services	\$65,736.76
ANelson	Reimb	\$190.80
ARodriguez	Refund	\$65.54
ArrowheadHeating	Services	\$180.00
B Governanti	Reimb	\$426.00
B Hopkins	Reimb	\$207.76
Balefill	Services	\$68,889.92
BankOfAmerica	Goods	\$345,927.88
Bentz'sTownPump	Goods	\$12.00

BigBrthsBigSstrs	Funding	\$5,066.52
Boys&GirlsClubs	Funds	\$18,321.25
Brenntag	Goods	\$66,405.08
BrtlttOlfldSvc	Refund	\$78.48
BShafer	Refund	\$51.22
Burns&McDonnellEngineering	Services	\$6,631.17
C Boyle	Reimb	\$26.22
CarolinaSoftware	Services	\$700.00
CasperEventsCenter	Services	\$600.00
CasperHousingAuth	Projects	\$15,446.11
CasperPubSafetyComm	Services	\$1,832.05
CentralPaint&Body	Services	\$2,328.13
Centurylink	Services	\$13,658.03
CityofCasper	Services	\$10,924.70
CLake	Reimb	\$1,918.95
CmmntyBldrs	Services	\$6,713.00
CntrlWySftbl	Funding	\$500.00
CommTech	Goods	\$741.00
Comtronix	Services	\$1,604.54
CrimeSceneInfo	Services	\$86.25
CsprCommGrnhse	Funding	\$2,464.29
Darquest	Supplies	\$1,445.00
Dell	Goods	\$1,183.04
DeltaDental	Services	\$34,798.51
DoubleDWelding	Services	\$1,650.00
DowntownCasperBusinessAssociation	Refund	\$1,222.22
DowntownDevelopmentAuth	Funding	\$215.00
DPCIndustries	Goods	\$5,569.03
E Becher	Reimb	\$217.00
EcoCntrs	Equip	\$13,975.00
EcolabPest	Services	\$278.34
ErosionCtrlApp	Services	\$10,595.28
ExprsGarageDr	Services	\$225.00
FirstData	Services	\$7,919.91
FirstInterstateBank	Services	\$2,345.52
FmlyJrnyCtr	Services	\$265.14
GDLyman	Svc	\$250.00
GemCityRoofing	Services	\$82,966.50
GolderAssociates	Services	\$38,791.00
Granicus	Services	\$725.00
GreenTreeArbor	Services	\$71.36
Greiner	Goods	\$117,507.00
GSGArchitecture	Services	\$38,791.99
HewlettPackard	Goods	\$2,843.61
Homax	Goods	\$25,229.06
InbergMillerEngineers	Services	\$1,906.50

ITCElec	Services	\$198.21
J Wetzel	Reimb	\$551.60
JCatron	Refund	\$245.00
JFarrell	Reimb	\$71.92
JKegler	Reimb	\$905.28
JMaiorana	Refund	\$42.20
JMcGoonan	Reimb	\$27.60
JTLGroup	Services	\$91,663.37
KEldridge	Refund	\$51.71
KRoberts	Reimb	\$65.61
L Witko	Refund	\$535.01
LaborReady	Services	\$10,919.39
LongBuildingTech	Services	\$350.00
MACPodjun	Refund	\$307.61
Manpower	Services	\$1,384.32
McMurryReadyMix	Goods	\$598.75
MGOilCo	Fuel	\$6,906.94
Motorola	Goods	\$5,688.62
MunicipalCodeCorp	Goods	\$650.00
NatronaCountyCommissioner	Services	\$174,929.50
NC Clerk	Services	\$120.00
NCChldProt	Funding	\$1,000.00
NCSheriffsOffice	Funding	\$7,500.00
NCTreasurer	Taxes	\$1,938.29
NevesUniforms	Goods	\$368.59
NKaiser	Reimb	\$41.43
NorthParkTransport	Services	\$114.39
OfficeStateLands	Services	\$676,979.07
OhlsonLavoie	Services	\$4,954.08
Paciolan	Services	\$2,873.25
PBrooker	Services	\$300.00
Pepsi	Goods	\$2,672.65
Pntwrks	Services	\$100.22
PostalPros	Services	\$15,862.36
PvrttyRestncFoodPntry	Funding	\$285.00
RBarro	Refund	\$26.47
ResourceStaff	Services	\$2,484.49
RGrant	Reimb	\$32.49
RockyMtnPower	Services	\$154,666.76
RvrWrks	Services	\$108,632.68
SBrauchie	Reimb	\$75.00
SDaley	Reimb	\$477.77
SELangi	Refund	\$101.90
SeniorPatientAdvocates	Services	\$450.00
ShoshoneDistributing	Goods	\$159.00
SkylineRanches	Services	\$303.72

Smarsh	Services	\$2,138.00
SNelson	Reimb	\$18.69
SNunn	Reimb	\$106.98
SourceGas	Services	\$7,891.88
SShinkle	Refund	\$24.50
StarLineFeeds	Goods	\$575.15
StealthPartnerGroup	Services	\$64,785.00
STschetter	Services	\$2,700.00
SWirtz	Reimb	\$62.99
SyscoFoodSvcs	Goods	\$16,522.33
TRail	Reimb	\$86.98
TurnkeyServices	Services	\$2,840.04
Tweed'sWholesale	Goods	\$325.94
UntdWayNC	Misc	\$3,500.00
UrgentCare	Services	\$405.00
VentureTech/ISC	Services	\$53,013.23
VenueCoalition	Services	\$11,500.00
Visits	Services	\$184.42
WasteWaterTreatment	Funding	\$600.00
WERCSCommunications	Services	\$2,217.50
WesternPlainsLandscaping	Services	\$2,530.00
WesternWaterConsult	Services	\$32,812.23
WestlandPark	Services	\$1,883.95
WFarris	Reimb	\$109.00
WilliamsPorterDay	Services	\$18.50
WorthingtonLenhart&Carpenter	Services	\$51,024.63
WyAssocMunicipalities	Services	\$252.00
WYDOT	Services	\$19,992.37
WyNotaryDivision	Goods	\$30.00
WYNtrlGasFairAss	Funding	\$10,993.75
YouthCrisisCenter	Funding	\$5,179.93
		\$2,763,919.47

Mayor Powell recognized Casper Fire Chief, Kenneth King for his receipt of the Executive Fire Officer certification from the National Fire Academy. He provided an overview of the program and described the effort required to graduate. Mayor Powell presented Chief King with his diploma and thanked him for all he has done for our community.

Moved by Councilman Cathey, seconded by Councilman Hopkins, to, by minute action: establish November 17, 2015, as the public hearing date for the consideration of the approval of the Casper Downtown Development Authority's plan of development for the Downtown Events-Driven Public Plaza Project. Motion passed.

Mayor Powell opened the public hearing for the consideration of the annexation, plat and zoning creating the Betty Luker Parkway Campus No. 3.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated October 21, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated October 23, 2015. Acting City Manager McDonald provided a brief report.

Speaking in support was: Steve Carlson and Polly Carlson, 6658 W. Riverside. Woody Giles, 290 E. Magnolia also spoke but did not indicate favor or opposition.

There being no others to speak for or against the issues involving the Betty Luker Parkway Campus No. 3, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 33-15  
AN ORDINANCE APPROVING THE ANNEXATION,  
PLAT AND ZONING CREATING THE BETTY LUKER  
PARKWAY CAMPUS NO. 3 SUBDIVISION; AND  
ALSO APPROVING THE BETTY LUKER PARKWAY  
CAMPUS NO. 3 SUBDIVISION AGREEMENT.

Councilman Mundell presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Pacheco. Motion passed.

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

ORDINANCE NO. 25-15  
AN ORDINANCE APPROVING THE FINAL PLAT OF  
MESA DEL SOL III, COMPRISING 12.215 ACRES,  
MORE OR LESS.

WHEREAS, an application has been made for final plat approval of the Mesa Del Sol III subdivision (the "plat"); and,

WHEREAS, the plat consists of a vacation and replat of Lots 5-27, Lots 55-56, and Lots 37-38, and Tract C of the Amended plat of Mesa Del Sol Addition, and Lots 35A and 41A of Mesa Del Sol II, the portion of Sienna Drive adjacent to said lots, and the portion of Casa Grande Drive adjacent to said lots, City of Casper, Natrona County, Wyoming; and,

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

WHEREAS, after a public hearing on August 25, 2015, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

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

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

SECTION 1:

That the final plat of Mesa Del Sol III is hereby approved.

SECTION 2:

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

PASSED on 1<sup>st</sup> reading the 6<sup>th</sup> day of October, 2015.

PASSED on 2<sup>nd</sup> reading the 20<sup>th</sup> day of October, 2015.

PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the 3<sup>rd</sup> day of November, 2015.

ORDINANCE NO. 26-15

AN ORDINANCE AMENDING CERTAIN SECTIONS  
OF CHAPTER 15.40 OF THE CASPER MUNICIPAL  
CODE, AND ADOPTING INTERNATIONAL FIRE  
CODE 2015 EDITION.

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

Section 1:

That Section 15.40.010 of the Casper Municipal Code shall be amended to read as follows:

Section 15.40.010 — Adoption of the International Fire Code

Pursuant to the authority granted by Wyoming Statutes Section 15-1-119, as amended, there is adopted by the city, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the International Fire Code, published by the International Code Council being particularly the 2015 Edition thereof, including B, C, D, F, H, AND I save and except such portions are hereinafter deleted, modified, or amended by Section 15.40.070 of this chapter, hereinafter referred to as the International Fire Code. A copy of the International Fire Code is on file in the office of the city clerk and the office of the fire chief of the city.

Section 2:

That the heading for Section 15.40.020 of the Casper Municipal Code shall be amended to read as follows:

Section 15.40.020 — Establishment and duties of community risk reduction division.

Section 3:

That section 15.40.080C. of the Casper Municipal Code shall be amended to read as follows:

C. Section 903.2 is amended as follows:

An automatic fire sprinkler system shall be installed when the fire flow requirements exceed 2500 gallons per minute, as determined by Appendix B, International Fire Code, 2015 Edition.

Section 4:

That section 15.40.085A. of the Casper Municipal Code shall be amended to read as follows:

- A. Time Periods. For the purpose of determining the time periods imposed by this section, nuisance fire alarms, as defined by the International Fire Code 2015 ed., shall be dated from the day of their occurrence.

Section 5:

If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 6:

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

PASSED on 1<sup>st</sup> reading the 6<sup>th</sup> day of October, 2015.

PASSED on 2<sup>nd</sup> reading the 20<sup>th</sup> day of October, 2015.

PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the 3<sup>rd</sup> day of November, 2015.

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

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

ORDINANCE NO. 27-15

AN ORDINANCE APPROVING THE PRAIRIE PARK ESTATES NO, 3 SUBDIVISION AGREEMENT AND THE FINAL PLAT OF PRAIRIE PARK ESTATES NO. 3, COMPRISING 1.14 ACRES, MORE OR LESS.

ORDINANCE NO. 28-15

AN ORDINANCE AMENDING SECTIONS 15.04.040 AND 15.04.090, AND ADOPTING INTERNATIONAL BUILDING CODE 2015 EDITION.

ORDINANCE NO. 29-15

AN ORDINANCE AMENDING CHAPTER 15.02 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2015 INTERNATIONAL RESIDENTIAL BUILDING CODE FOR ONE AND TWO FAMILY DWELLINGS, WITH AMENDMENTS.

ORDINANCE NO. 30-15

AN ORDINANCE AMENDING SECTIONS 15.20.020 AND 15.20.030 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2015 EDITION OF THE INTERNATIONAL MECHANICAL CODE.

ORDINANCE NO. 31-15  
AN ORDINANCE AMENDING CERTAIN SECTIONS  
OF CHAPTER 15.24 OF THE CASPER MUNICIPAL  
CODE, AND ADOPTING THE 2015 EDITION OF THE  
INTERNATIONAL PLUMBING CODE.

ORDINANCE NO. 32-15  
AN ORDINANCE AMENDING SECTIONS 15.18.010  
AND 15.18.020 OF THE CASPER MUNICIPAL CODE,  
AND ADOPTING THE 2015 EDITION OF THE  
INTERNATIONAL FUEL GAS CODE.

Councilman Hopkins presented the foregoing six (6) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilman Miller. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-298  
A RESOLUTION EMPLOYING V.H. MCDONALD AS  
CASPER CITY MANAGER, AND AUTHORIZING THE  
EXECUTION OF AN EMPLOYMENT AGREEMENT.

RESOLUTION NO. 15-299  
A RESOLUTION AUTHORIZING AN AMENDMENT  
TO THE EMPLOYMENT AGREEMENT WITH  
WILLIAM C. LUBEN, AS THE CITY ATTORNEY.

RESOLUTION NO. 15-284  
A RESOLUTION AUTHORIZING AN AGREEMENT  
WITH THE DEPARTMENT OF JUSTICE, BUREAU OF  
JUSTICE ASSISTANCE (BJA), OFFICE OF JUSTICE  
PROGRAMS FOR THE FY 15 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT.

RESOLUTION NO. 15-285  
A RESOLUTION AUTHORIZING A MEMORANDUM  
OF UNDERSTANDING WITH NATRONA COUNTY.

RESOLUTION NO. 15-286  
A RESOLUTION AUTHORIZING AN AGREEMENT  
WITH 71 CONSTRUCTION, INC., FOR THE NORTH  
PLATTE RIVER RESTORATION TREE HAULING,  
PROJECT NO. 15-57.

RESOLUTION NO. 15-287

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DAVE LODEN CONSTRUCTION, INC., FOR PROFESSIONAL SERVICES FOR THE CITY FACILITY WARRANTY EXTENSIONS PROJECT.

RESOLUTION NO. 15-288

A RESOLUTION AUTHORIZING CONTRACT AMENDMENT NO. 2 WITH ECS ENGINEERS FOR A PRICE INCREASE AS PART OF THE COUNTRY CLUB ROAD RECONSTRUCTION — WYOMING BOULEVARD TO ARDON LANE PROJECT.

RESOLUTION NO. 15-289

A RESOLUTION ACCEPTING AN EASEMENT FROM EASTGATE RANCH, LLC, FOR INSTALLATION OF A WATER MAIN ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 15-290

A RESOLUTION ACCEPTING AN EASEMENT FROM EAST ELKHORN RANCH, LLC, FOR INSTALLATION OF A WATER MAIN ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 15-291

A RESOLUTION ACCEPTING AN EASEMENT FROM VALLEY PARTNERS, FOR INSTALLATION OF A WATER MAIN ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 15-292

A RESOLUTION ACCEPTING AN ACCESS AND UTILITY EASEMENT FROM SKM PROPERTIES, LLC, FOR INSTALLATION OF UTILITIES ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 15-293

A RESOLUTION AUTHORIZING A LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A NEW WATER DISTRIBUTION LINE FOR YESNESS COURT AS PART OF THE HARMONY HILLS NO. 2 ADDITION.

RESOLUTION NO. 15-294

A RESOLUTION AUTHORIZING A LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A NEW SEWER COLLECTION LINE FOR YESNESS COURT AS PART OF THE HARMONY HILLS NO. 2 ADDITION.

RESOLUTION NO. 15-295

A RESOLUTION AUTHORIZING AN ACCESS APPLICATION WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF YESNESS COURT AS PART OF THE HARMONY HILLS ADDITION NO. 2.

RESOLUTION NO. 15-296

A RESOLUTION AUTHORIZING AN ACCESS APPLICATION WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF TRANQUILITY WAY AS PART OF THE HARMONY HILLS ADDITION NO. 2.

RESOLUTION NO. 15-297

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GLOBAL PACKAGING SOLUTIONS, LLC, FOR THE CASPER SOLID WASTE BALER BAG PROCUREMENT.

Councilman Mundell presented the foregoing sixteen (16) resolutions for adoption. Seconded by Councilman Hopkins. Councilman Cathey voted nay on Resolution No. 15-296. Motion passed.

Moved by Councilman Cathey, seconded by Councilman Schlager, to, by consent minute action, authorize the purchase of one Toro 52" Zero Turn Mower, with options, from Hoods Equipment and Sprinkler, in the amount of \$15,757.90, before trade in allowance. Motion passed.

Individuals addressing the Council were: Pat Sweeney, 951 N. Kimball, congratulating City Manager McDonald on his position and regarding the petition referendum process; and Keith Goodenough, 120 E. 15<sup>th</sup>, also congratulating City Manager McDonald.

Mayor Powell noted the next meeting of the City Council will be a special meeting to be held at 5:00 p.m., Wednesday, November 4, 2015 in the Council Chambers to proclaim and certify the results of the special election on Ordinance No. 15-13. And the next regular meetings will be a work session to be held at 4:30 p.m., Tuesday, November 10, 2015, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, November 17, 2015, in the Council Chambers.

Moved by Councilman Johnson, seconded by Councilman Cathey, to, by minute action adjourn.  
Councilmen Johnson and Sandoval voted nay. Motion passed.

The meeting was adjourned at 6:45 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Charlie Powell  
Mayor

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
November 4, 2015

Casper City Council met in special session at 5:00 p.m., Wednesday, November 4, 2015. Present: Cathey, Miller, Mundell, Sandoval, Schlager and Mayor Powell.

Moved by Councilman Sandoval, seconded by Councilman Cathey to, by minute action, allow Councilman Johnson to attend and vote at this meeting by telephone. Motion passed.

Mayor Powell stated for the record that Councilman Johnson is attending the meeting by telephone conference call and is on the line.

Councilman Hopkins joined the meeting at 5:03 p.m.

Mayor Powell was informed that Councilman Pacheco was on his way to the meeting. Mayor Powell called for a brief recess at 5:04 p.m., and reconvened the meeting at 5:07 p.m.

Present: Councilmen Cathey, Hopkins, Johnson, Miller, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell.

Mayor Powell confirmed that Councilman Johnson was still on the line.

Moved by Councilman Mundell, seconded by Councilman Sandoval, to, by minute action, proclaim and certify the special election results from the November 3<sup>rd</sup> election on the referendum proposition on Ordinance No. 15-13.

City Attorney Luben provided a brief report which included the results of the special election, as reported by the Natrona County Clerk, as follows: 2,894 votes for the referendum ballot proposition and 3,368 votes against. He stated that as a result of the vote Ordinance No. 15-13 failed and will not be effective as a Municipal Code Ordinance.

Councilmembers made statements on the subject and expressed their concerns with the situation.

Motion passed.

Moved by Councilman Cathey, seconded by Councilman Miller, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 5:17 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Tracey L. Belser  
City Clerk

---

Charlie Powell  
Mayor

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

## 71 CONSTRUCTION, INC.

13015 RETAINAGE 13-63

(\$17,587.18)

**(\$17,587.18) Subtotal for Dept.** Capital Projects

13015 FY15 RAILS TO TRAILS REQ DETEN

\$42,895.20

12980 TREE HAULING RIVER REST NORDIC

\$19,965.50

12995 TREE HAULING RIVER REST NORDIC

\$19,619.50

13015 HIGHLAND PARK STORMWATER DETEN

\$145,339.44

**\$227,819.64 Subtotal for Dept.** Streets

**\$210,232.46 Subtotal for Vendor**

## A&S WATER SERVICE INC

0025334240 DEPOSIT/CREDIT REFUND

\$59.02

0025334240 DEPOSIT/CREDIT REFUND

\$27.06

**\$86.08 Subtotal for Dept.** Water

**\$86.08 Subtotal for Vendor**

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

15-10-471 POSTAGE

\$16.70

**\$16.70 Subtotal for Dept.** City Attorney

15-10-474 POSTAGE

\$29.28

**\$29.28 Subtotal for Dept.** Engineering

15-10-476 POSTAGE

\$721.30

**\$721.30 Subtotal for Dept.** Finance

15-10-477 POSTAGE

\$61.11

**\$61.11 Subtotal for Dept.** Fire

15-09-663 POSTAGE

\$1.16

**\$1.16 Subtotal for Dept.** Hogadon

15-10-482 POSTAGE

\$93.12

**\$93.12 Subtotal for Dept.** Water

**\$922.67 Subtotal for Vendor**

## ADECCO USA, INC.

67821392 TEMPORARY LABOR

\$2,237.40

**\$2,237.40 Subtotal for Dept.** Refuse Collection

**\$2,237.40 Subtotal for Vendor**

## ALVA, JAMES

0025334238 DEPOSIT/CREDIT REFUND

\$19.89

**\$19.89 Subtotal for Dept.** Water

**\$19.89 Subtotal for Vendor**

## ANDREEN HUNT CONSTRUCTION, INC.

RIN0026010 RETAINAGE 14-50

(\$5,912.54)

RIN0026010 2ND ST WATER MAIN LOOP PROJ 14

\$59,125.40

**\$53,212.86 Subtotal for Dept.** Water

**\$53,212.86 Subtotal for Vendor**

## AQUA SMART, INC.

20470 CORROSION INHIBITOR

\$87,303.00

**\$87,303.00 Subtotal for Dept.** Water Treatment Plant

**\$87,303.00 Subtotal for Vendor**

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

## BALD EAGLE ROPEWAY GROUP INC

24 LIFT MOTOR

\$1,508.00

**\$1,508.00** Subtotal for Dept. Capital Projects

\$10,292.00

**\$10,292.00** Subtotal for Dept. Golf Course

**\$11,800.00** Subtotal for Vendor

## BRENNTAG PACIFIC, INC.

BPI572205 CHEMICALS FERRIC

\$7,952.42

BPI562274 CHEMICALS FERRIC

\$13,376.63

BPI228737 CREDIT FOR BPI562274

(\$13,376.63)

**\$7,952.42** Subtotal for Dept. Water Treatment Plant

**\$7,952.42** Subtotal for Vendor

## CASPAR BUILDING SYSTEMS, INC.

RIN0025994 MIKE SEDAR POOL RECONSTRUCTION

\$290,339.00

**\$290,339.00** Subtotal for Dept. Aquatics

RIN0025994 RETAINAGE 13-07B

(\$29,033.90)

**(\$29,033.90)** Subtotal for Dept. Capital Projects

RIN0025993 RETAINAGE 13-48

(\$70.80)

RIN0025993 SOLID WASTE TRUCK BARN EXPANSI

\$51,316.70

**\$51,245.90** Subtotal for Dept. Refuse Collection

**\$312,551.00** Subtotal for Vendor

## CASPER AREA TRANSPORTATION COALITION

2015-902 SEPTEMBER 15 FTA CATC EXPENSES

\$34,419.00

2-19567 CITY PORTION OF CATC WYDOT BUS

\$8,001.00

2015-904 SEPTEMBER 15 CITY CATC EXPENSE

\$31,101.00

2015-903 SEPTEMBER 15 CITY BUS EXPENSES

\$49,909.00

2015-901 SEPTEMBER 15 FTA BUS EXPENSES

\$45,174.00

**\$168,604.00** Subtotal for Dept. C.A.T.C.

**\$168,604.00** Subtotal for Vendor

## CASPER DOWNTOWN DEVELOPMENT AUTHORITY

016144 DOWNTOWN RESTROOM ENERGY OCT

\$129.47

152885 PARKING TICKETS

\$580.00

**\$709.47** Subtotal for Dept. Parking

**\$709.47** Subtotal for Vendor

## CASPER PUBLIC UTILITIES

RIN0025951 SEWER

\$18.69

RIN0025951 SANITION

\$103.50

**\$122.19** Subtotal for Dept. Water Treatment Plant

**\$122.19** Subtotal for Vendor

## CENTRAL WY. REGIONAL WATER

133140 OCT15 WHOLESALE WATER

\$409,403.27

133131 OCT15 SYSTEM INVESTMENT FEES

\$8,202.00

**\$417,605.27** Subtotal for Dept. Water

**\$417,605.27** Subtotal for Vendor

## CENTURYLINK

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

RIN0025976 PHONE USE	\$74.66	
	<b>\$74.66</b>	<b>Subtotal for Dept. Balefill</b>
RIN0025968 PHONE USE	\$338.13	
RIN0025968 PHONE USE	\$37.57	
RIN0025988 PHONE USE	\$126.74	
	<b>\$502.44</b>	<b>Subtotal for Dept. Casper Events Center</b>
RIN0025998 PHONE USE	\$39.44	
	<b>\$39.44</b>	<b>Subtotal for Dept. Cemetery</b>
RIN0025998 PHONE USE	\$75.14	
RIN0025988 PHONE USE	\$33.61	
	<b>\$108.75</b>	<b>Subtotal for Dept. City Hall</b>
RIN0025982 PHONE USE	\$65.42	
	<b>\$65.42</b>	<b>Subtotal for Dept. Code Enforcement</b>
RIN0025988 PHONE USE	\$61.32	
RIN0025988 PHONE USE	\$61.32	
RIN0025988 PHONE USE	\$5.18	
RIN0025988 PHONE USE	\$83.82	
RIN0025988 PHONE USE	\$65.42	
RIN0025988 PHONE USE	\$326.77	
RIN0025988 PHONE USE	\$23.35	
RIN0025988 PHONE USE	\$61.32	
RIN0025988 PHONE USE	\$65.10	
RIN0025968 PHONE USE	\$171.52	
RIN0025988 PHONE USE	\$37.57	
RIN0025988 PHONE USE	\$68.32	
RIN0025988 PHONE USE	\$83.82	
RIN0025968 PHONE USE	\$29.70	
RIN0025968 PHONE USE	\$213.94	
RIN0025988 PHONE USE	\$314.49	
	<b>\$1,672.96</b>	<b>Subtotal for Dept. Communications Center</b>
AP00014311061523 PHONE USE	\$750.25	
RIN0026003 PHONE USE	\$1,569.94	
	<b>\$2,320.19</b>	<b>Subtotal for Dept. Finance</b>
RIN0025988 PHONE USE	\$65.42	
RIN0025975 PHONE USE	\$75.14	
RIN0025982 PHONE USE	\$65.42	
RIN0025988 PHONE USE	\$65.42	
RIN0025982 PHONE USE	\$65.42	
RIN0025968 PHONE USE	\$37.57	
RIN0025988 PHONE USE	\$74.62	
RIN0025968 PHONE USE	\$37.57	
RIN0025968 PHONE USE	\$37.57	
RIN0025968 PHONE USE	\$37.57	
	<b>\$561.72</b>	<b>Subtotal for Dept. Fire</b>
RIN0025968 PHONE USE	\$37.57	
RIN0025988 PHONE USE	\$63.38	
	<b>\$100.95</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
RIN0025982 PHONE USE	\$43.40	
	<b>\$43.40</b>	<b>Subtotal for Dept. Golf Course</b>

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

RIN0025968 PHONE USE	\$37.57		
	<b>\$37.57</b>	Subtotal for Dept.	Human Resources
RIN0025968 PHONE USE	\$81.27		
RIN0025988 PHONE USE	\$65.42		
	<b>\$146.69</b>	Subtotal for Dept.	Parking
RIN0025982 PHONE USE	\$43.40		
RIN0025988 PHONE USE	\$122.66		
	<b>\$166.06</b>	Subtotal for Dept.	Parks
RIN0025968 PHONE USE	\$37.57		
RIN0025988 PHONE USE	\$38.32		
RIN0025988 PHONE USE	\$23.06		
RIN0025988 PHONE USE	\$63.38		
RIN0025988 PHONE USE	\$65.42		
	<b>\$227.75</b>	Subtotal for Dept.	Police
RIN0025968 PHONE USE	\$37.57		
	<b>\$37.57</b>	Subtotal for Dept.	Recreation
RIN0025988 PHONE USE	\$44.45		
RIN0025988 PHONE USE	\$44.45		
RIN0025988 PHONE USE	\$65.42		
	<b>\$154.32</b>	Subtotal for Dept.	Streets
RIN0025968 PHONE USE	\$37.33		
RIN0025988 PHONE USE	\$1,644.96		
	<b>\$1,682.29</b>	Subtotal for Dept.	Waste Water
RIN0025968 PHONE USE	\$90.99		
RIN0025982 PHONE USE	\$195.94		
RIN0025968 PHONE USE	\$37.57		
	<b>\$324.50</b>	Subtotal for Dept.	Water
RIN0025936 PHONE USE	\$42.35		
	<b>\$42.35</b>	Subtotal for Dept.	Water Treatment Plant
	<b>\$8,309.03</b>	Subtotal for Vendor	

## CERCY, CUYLAR

0025334226 DEPOSIT/CREDIT REFUND

\$6.21		
<b>\$6.21</b>	Subtotal for Dept.	Water
<b>\$6.21</b>	Subtotal for Vendor	

## CHAPMAN, SCOTT

0025334234 DEPOSIT/CREDIT REFUND

\$31.43		
<b>\$31.43</b>	Subtotal for Dept.	Water
<b>\$31.43</b>	Subtotal for Vendor	

## CHARTER

RIN0026008 CABLE TELEVISION

\$481.50		
<b>\$481.50</b>	Subtotal for Dept.	Finance
<b>\$481.50</b>	Subtotal for Vendor	

## CHRIS HADLOCK

R148-07144 CLOTHING REIMBURSEMENT

\$370.89		
<b>\$370.89</b>	Subtotal for Dept.	Police
<b>\$370.89</b>	Subtotal for Vendor	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

## CIGNA HEALTH & LIFE INSURANCE COMPANY 1892874 PLAN ADMINISTRATION FEES

\$12,394.02  
**\$12,394.02** Subtotal for Dept. Health Insurance  
**\$12,394.02** Subtotal for Vendor

### CITY OF CASPER

132812	FY15 COMM. PROM. SUICIDE PREV.	\$82.00	
132813	FY15 COMM. PROM. SPEC. OLYP.	\$75.00	
		<b>\$157.00</b>	Subtotal for Dept. Council
1341/131681	CEC ICE TIME 9/2/15	\$217.50	
		<b>\$217.50</b>	Subtotal for Dept. Ice Arena
132605	O.T. TRUCK DAYS 8/7/15	\$1,045.40	
		<b>\$1,045.40</b>	Subtotal for Dept. Special Assistance
		<b>\$1,419.90</b>	Subtotal for Vendor

### CITY OF CASPER - BALEFILL

525/132770	SANITATION	\$15.00	
		<b>\$15.00</b>	Subtotal for Dept. Hogadon
247/133023	SANITATION	\$117.68	
247/133107	SANITATION	\$15.00	
247/133076	SANITATION	\$15.00	
247/133200	SANITATION	\$37.72	
247/132783	SANITATION	\$15.00	
247/132840	SANITATION	\$15.00	
247/132870	SANITATION	\$15.00	
		<b>\$230.40</b>	Subtotal for Dept. Parks
2772/133044	SANITATION	\$6,041.18	
2772/132860	SANITATION	\$5,392.12	
2772/133190	SANITATION	\$6,957.32	
2772/132833	SANITATION	\$5,874.48	
2772/132973	SANITATION	\$5,251.64	
2772/133152	SANITATION	\$5,440.42	
2772/132775	SANITATION	\$6,288.20	
2772/133098	SANITATION	\$5,718.54	
2772/133068	SANITATION	\$5,723.78	
		<b>\$52,687.68</b>	Subtotal for Dept. Refuse Collection
1276/133066	SANITATION	\$147.20	
1276/132774	SANITATION	\$120.52	
1276/133188	SANITATION	\$112.70	
1276/132971	SANITATION	\$160.08	
1276/132831	SANITATION	\$15.00	
		<b>\$555.50</b>	Subtotal for Dept. Waste Water
		<b>\$53,488.58</b>	Subtotal for Vendor

### CIVIL ENGINEERING PROFESSIONALS, INC.

15-030-01	DESIGN & CA SOLID WASTE FACILI	\$380.00	
		<b>\$380.00</b>	Subtotal for Dept. Balefill
15-282-05	YMCA SITE IMPROVEMENTS PROJ 15	\$21,348.84	
		<b>\$21,348.84</b>	Subtotal for Dept. City Manager
14-066-08	EAST CASPER ZONE III PROJECT 1	\$1,602.98	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

14-066-08 EAST CASPER ZONE III PROJECT 1

\$3,254.52  
**\$4,857.50** Subtotal for Dept. Water  
**\$26,586.34** Subtotal for Vendor

## CK MECHANICAL PLUMBING & HEATING, INC.

41126 RETAINAGE 11-36

41126 WWTP HEADWORKS BLDG HEATER REP

(\$5,443.40)  
\$54,434.00  
**\$48,990.60** Subtotal for Dept. Waste Water  
**\$48,990.60** Subtotal for Vendor

## COBAN TECH. INC.

10875 REPAIRS

\$72.00  
**\$72.00** Subtotal for Dept. Police  
**\$72.00** Subtotal for Vendor

## COMMUNICATION TECHNOLOGIES, INC.

71556 HEADSET

71595 REPAIRS

71593 REPAIRS

71703 REPAIRS

71530 REPAIRS

\$490.42  
**\$490.42** Subtotal for Dept. Fire  
\$179.48  
\$48.50  
\$44.00  
\$98.00  
**\$369.98** Subtotal for Dept. Police  
**\$860.40** Subtotal for Vendor

## COMTRONIX, INC.

44756 ALARM SERVICE

\$132.00  
**\$132.00** Subtotal for Dept. Balefill  
**\$132.00** Subtotal for Vendor

## CONVERSE COUNTY

1 FIRE RELATED EXP EQUIPMENT

2 FIRE RELATED EXP EQUIPMENT

\$1,197.00  
\$1,862.00  
**\$3,059.00** Subtotal for Dept. Property & Liability Insurance  
**\$3,059.00** Subtotal for Vendor

## CRAIG KIDDER

RIN0025987 FIRE RELATED EXP EQUIPMENT

\$1,761.75  
**\$1,761.75** Subtotal for Dept. Property & Liability Insurance  
**\$1,761.75** Subtotal for Vendor

## DANA YOUNG

RIN0026017 REFUND OVRPYMT ON CV-2014-1499

\$66.88  
**\$66.88** Subtotal for Dept. Casper Events Center  
**\$66.88** Subtotal for Vendor

## DAVIDSON FIXED INCOME MGMT.

CM5923 MONTHLY MANAGEMENT FEES

\$7,008.58  
**\$7,008.58** Subtotal for Dept. Finance  
**\$7,008.58** Subtotal for Vendor

## DELTA DENTAL PLAN OF WY.

RIN#0025984 DENTAL INSURANCE

\$1,543.75

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

**\$1,543.75** Subtotal for Dept. Health Insurance  
**\$1,543.75** Subtotal for Vendor

## DINO'S AUTO SALE

0025334227 DEPOSIT/CREDIT REFUND

\$22.40  
**\$22.40** Subtotal for Dept. Water  
**\$22.40** Subtotal for Vendor

## DOBBY, DONALD

0025334237 DEPOSIT/CREDIT REFUND

\$88.66  
**\$88.66** Subtotal for Dept. Water  
**\$88.66** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

3528 REPAIR LIGHT POST  
3524 INSTALL NEW WEAR PL  
3522 WELD BRKT TO FRAME

\$225.00  
\$470.00  
\$395.00  
**\$1,090.00** Subtotal for Dept. Fleet Maintenance  
**\$1,090.00** Subtotal for Vendor

## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

3747 2ND ST WATER MAIN LOOP PROJECT

\$484.10  
**\$484.10** Subtotal for Dept. Water  
**\$484.10** Subtotal for Vendor

## FIRE TRAX LLC

RIN0025969 FIRE RELATED EQUIPMENT COSTS

\$9,400.00  
**\$9,400.00** Subtotal for Dept. Property & Liability Insurance  
**\$9,400.00** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1102479 MERCHANT FEES

\$107.12  
**\$107.12** Subtotal for Dept. Fort Caspar

REMI1102480 MERCHANT FEES

\$1,324.68  
**\$1,324.68** Subtotal for Dept. Golf Course

REMI1102481 MERCHANT FEES

\$9.00  
**\$9.00** Subtotal for Dept. Hogadon

REMI1102482 MERCHANT FEES

\$55.94  
**\$55.94** Subtotal for Dept. Metro Animal  
**\$1,496.74** Subtotal for Vendor

## FIRST INTERSTATE BANK

RIN0025950 DEPOSIT SLIPS

\$53.35  
**\$53.35** Subtotal for Dept. Engineering  
**\$53.35** Subtotal for Vendor

## FIRST INTERSTATE BANK - PETTY CASH

RIN0025999 PETTY CASH - METRO  
RIN0025999 PETTY CASH - METRO  
RIN0025999 PETTY CASH - METRO  
RIN0025999 PETTY CASH - METRO

\$52.49  
\$66.92  
\$9.75  
\$26.25  
**\$155.41** Subtotal for Dept. Metro Animal

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

**\$155.41** Subtotal for Vendor

## FISCHER BODY SHOP CORP.

23160 BODY SHOP REPAIRS/ 15C-134

\$794.30

**\$794.30** Subtotal for Dept. Fleet Maintenance

**\$794.30** Subtotal for Vendor

## GAJJAR,ASHOTTUMAR

0025334235 DEPOSIT/CREDIT REFUND

\$48.54

**\$48.54** Subtotal for Dept. Water

**\$48.54** Subtotal for Vendor

## GARY L. KASSAY

74960 CLOTHING REIMBURSEMENT

\$125.96

**\$125.96** Subtotal for Dept. Police

**\$125.96** Subtotal for Vendor

## GARY MARSH, INC.

366 GREEN & CART FEES FOR OCTOBER

\$7,025.18

**\$7,025.18** Subtotal for Dept. Golf Course

**\$7,025.18** Subtotal for Vendor

## GEGIS LLC.

090430 BART RHEA CIRCLE FOOD 103115

\$500.00

**\$500.00** Subtotal for Dept. City Manager

**\$500.00** Subtotal for Vendor

## GPC ARCHITECTS PLLC

RIN0025992 HOGADON LODGE PROJECT 15-14

\$19,600.00

**\$19,600.00** Subtotal for Dept. Hogadon

**\$19,600.00** Subtotal for Vendor

## GREEN TREE ARBORICULTURE LLC

1-112480 WEED MOWING

\$395.22

**\$395.22** Subtotal for Dept. Code Enforcement

**\$395.22** Subtotal for Vendor

## GREGORY YONEDA

RIN0025985 MILEAGE REIMBURSEMENT

\$14.72

**\$14.72** Subtotal for Dept. Information Services

**\$14.72** Subtotal for Vendor

## GREINER MOTOR CO - CASPER

FT7591 2016 FORD EXPL

\$12,078.00

**\$12,078.00** Subtotal for Dept. Police Dept

**\$12,078.00** Subtotal for Vendor

## GRIZZLY EXCAVATING

RIN0025971 RETAINAGE TO JOINT ACCT 15-31

\$0.10

**\$0.10** Subtotal for Dept. Capital Projects

**\$0.10** Subtotal for Vendor

## GRIZZLY EXCAVATING & CONST. LLC.

RIN0025970 RETAINAGE 15-31

(\$0.10)

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

	<b>(\$0.10) Subtotal for Dept.</b>	Capital Projects
RIN0025970 YMCA SITE UTILITIES PROJ 15-31	\$219,238.00	
	<b>\$219,238.00 Subtotal for Dept.</b>	City Manager
RIN0026011 5TH STREET IMPROVEMENTS PROJ 1	\$134,997.75	
RIN0025948 15TH & ELM IMP - WOLCOTT ST PR	\$231,760.20	
	<b>\$366,757.95 Subtotal for Dept.</b>	Streets
RIN0026011 5TH STREET IMPROVEMENTS PROJ 1	\$81,538.25	
	<b>\$81,538.25 Subtotal for Dept.</b>	Water
	<b>\$667,534.10 Subtotal for Vendor</b>	
<b>HAASS CONSTRUCTION CO., INC.</b>		
RIN0025949 RELEASE RETAINAGE 15-10	\$4,844.80	
	<b>\$4,844.80 Subtotal for Dept.</b>	Capital Projects
	<b>\$4,844.80 Subtotal for Vendor</b>	
<b>HACH CO., CORP.</b>		
9639202 SERVICE AGREEMENT	\$7,350.00	
	<b>\$7,350.00 Subtotal for Dept.</b>	Water Treatment Plant
	<b>\$7,350.00 Subtotal for Vendor</b>	
<b>HALLER, ADA</b>		
0025334229 DEPOSIT/CREDIT REFUND	\$59.88	
	<b>\$59.88 Subtotal for Dept.</b>	Water
	<b>\$59.88 Subtotal for Vendor</b>	
<b>HEWLETT PACKARD</b>		
56443320 LAPTOP	\$947.87	
	<b>\$947.87 Subtotal for Dept.</b>	Planning
	<b>\$947.87 Subtotal for Vendor</b>	
<b>HIGH PLAINS CONSTRUCTION, INC.</b>		
15-21PA#2 2015 MISC SANITARY SEWER REP P	\$176,830.42	
15-21PA#2 RETAINAGE 15-21	(\$4,249.04)	
	<b>\$172,581.38 Subtotal for Dept.</b>	Sewer
	<b>\$172,581.38 Subtotal for Vendor</b>	
<b>HILLHOUSE W. LTD</b>		
426974 STUFFED ANIMALS FOR RESALE	\$138.78	
	<b>\$138.78 Subtotal for Dept.</b>	General Fund
	<b>\$138.78 Subtotal for Vendor</b>	
<b>HILSTON APPRAISALS</b>		
D2015-242 PROPERTY APPRAISAL	\$2,500.00	
	<b>\$2,500.00 Subtotal for Dept.</b>	Waste Water
	<b>\$2,500.00 Subtotal for Vendor</b>	
<b>HOLTHOUSE APPRAISAL GROUP</b>		
8168JH/EH HEMBREE ADDITION, LOT 2	\$750.00	
	<b>\$750.00 Subtotal for Dept.</b>	Planning
	<b>\$750.00 Subtotal for Vendor</b>	
<b>HOMAX OIL SALES, INC.</b>		
0308985-IN FUEL	\$20,145.12	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

0307474-IN FUEL	\$24,134.82
0308436-IN FUEL	\$15,208.65
0308436-IN FUEL	\$207.92
0307474-IN FUEL	\$311.88
0308436-IN FUEL	\$319.60
0307474-IN FUEL	\$479.40

**\$60,807.39** Subtotal for Dept. Garage

0307892 FUEL	\$2,259.02
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**\$2,259.02** Subtotal for Dept. Golf Course

CL67812 FUEL	\$4,645.04
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**\$4,645.04** Subtotal for Dept. Water

**\$67,711.45** Subtotal for Vendor

## INBERG-MILLER ENGINEERS

17466CM04.8 TESTING SKI PATROL/MAINT BLDG	\$169.00
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**\$169.00** Subtotal for Dept. Hogadon

17466CM02.10 TESTING KELLY STORM	\$867.50
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**\$867.50** Subtotal for Dept. Streets

**\$1,036.50** Subtotal for Vendor

## INSTALLATION & SVC CO

RIN0025956 RETAINAGE TO JOINT ACCT 15-24	\$18,498.05
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**\$18,498.05** Subtotal for Dept. Water

**\$18,498.05** Subtotal for Vendor

## INSTALLATION & SVC. CO.

RIN0025973 CHANGE ORDER #20 -RECYCLE DEPO	\$6,984.14
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RIN0025972 RECYCLE DEPOT IMPROVEMENT PROJ	\$52,849.50
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**\$59,833.64** Subtotal for Dept. Refuse Collection

RIN0025955 2015 MISC. WATERLINE REPLMNT P	\$184,980.50
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**\$184,980.50** Subtotal for Dept. Streets

RIN0025955 RETAINAGE 15-24	(\$18,498.05)
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**(\$18,498.05)** Subtotal for Dept. Water

**\$226,316.09** Subtotal for Vendor

## JACK'S TRUCK & EQUIPMENT

11427 2016 FREIGHTLINER, SD114,	\$163,392.00
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**\$163,392.00** Subtotal for Dept. Refuse Collection

**\$163,392.00** Subtotal for Vendor

## JEFFREY PROUDFOOT

10291519940 TOOL REIMBURSEMENT	\$500.00
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088735586556U BOOT REIMBURSEMENT	\$67.49
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**\$567.49** Subtotal for Dept. Fleet Maintenance

RIN0026016 REFUND OVRPYMT ON CV-2014-3025	\$557.71
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**\$557.71** Subtotal for Dept. Garage

**\$1,125.20** Subtotal for Vendor

## JOHN GALL

1117774-9KD8XD ASE TEST REIMBURSEMENT/TRNG	\$106.00
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**\$106.00** Subtotal for Dept. Fleet Maintenance

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

**\$106.00** Subtotal for Vendor

## KADRMAS, LEE & JACKSON

10059070 FY15 2ND STREET SIGNAL TIMING  
10059070 FY15 2ND STREET SIGNAL TIMING

\$563.90  
\$5,365.67

**\$5,929.57** Subtotal for Dept. Metropolitan Planning

10059072 SIGNAL TIMING STUDY PROJECT 15

\$16,732.75

**\$16,732.75** Subtotal for Dept. Traffic

**\$22,662.32** Subtotal for Vendor

## KNIFE RIVER/JTL

125898 CONCRETE  
125753 PLANT MIX

\$317.50  
\$5,315.20

**\$5,632.70** Subtotal for Dept. Streets

**\$5,632.70** Subtotal for Vendor

## KUBWATER RESOURCES, INC

05205 ZETAG 7593 DRY POLYMER  
05235 ZETAG 7593 DRY POLYMER

\$4,839.01  
\$4,839.01

**\$9,678.02** Subtotal for Dept. Waste Water

**\$9,678.02** Subtotal for Vendor

## LABOR READY CENTRAL, INC.

20277787 TEMPORARY LABOR  
20269632 TEMPORARY LABOR

\$1,589.28  
\$1,255.85

**\$2,845.13** Subtotal for Dept. Casper Events Center

**\$2,845.13** Subtotal for Vendor

## LEE, MAUREEN

0025334228 DEPOSIT/CREDIT REFUND

\$27.20

**\$27.20** Subtotal for Dept. Water

**\$27.20** Subtotal for Vendor

## LEX DYER

RIN0025986 FIRE RELATED EXP EQUIPMENT

\$435.00

**\$435.00** Subtotal for Dept. Property & Liability Insurance

**\$435.00** Subtotal for Vendor

## LONG BUILDING TECHNOLOGIES

JC123651 RETAINAGE REL 15-17

\$4,895.25

**\$4,895.25** Subtotal for Dept. Capital Projects

**\$4,895.25** Subtotal for Vendor

## M.G. OIL COMPANY

IN-274403 HYDRAULIC OIL, POWER TRAN III  
IN-274403 10W30 SYN BLEND ENG OIL DIESEL

\$1,830.00  
\$2,108.70

**\$3,938.70** Subtotal for Dept. Garage

**\$3,938.70** Subtotal for Vendor

## MARLA TUMA

3259 CLOTHING REIMBURSEMENT

\$134.99

**\$134.99** Subtotal for Dept. Police

**\$134.99** Subtotal for Vendor

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

## MCMURRY READY MIX CO.

221853 COURTHOUSE/CENTER ST

\$386.75

221928 SW RADIUS

\$386.75

221929 JOHNNY J

\$243.00

**\$1,016.50** Subtotal for Dept. Streets

221930 CONCRETE

\$101.50

**\$101.50** Subtotal for Dept. Water

**\$1,118.00** Subtotal for Vendor

## MECHANICAL MUSIC

RIN0025997 NIC IMPROVEMENTS

\$100.00

**\$100.00** Subtotal for Dept. Capital Projects

**\$100.00** Subtotal for Vendor

## NATIONAL BENEFIT SERVICES

515137 PLAN ADMIN FEES

\$413.00

**\$413.00** Subtotal for Dept. Health Insurance

**\$413.00** Subtotal for Vendor

## NATL. DEVELOPMENT COUNCIL

5897 TECHNICAL ASSISTANCE

\$833.33

**\$833.33** Subtotal for Dept. Council

**\$833.33** Subtotal for Vendor

## NATRONA COUNTY CHILD PROTECTION TEAM

RIN0025938 METH CONF

\$500.00

**\$500.00** Subtotal for Dept. Police Grants

**\$500.00** Subtotal for Vendor

## NATRONA COUNTY CLERK

RIN0026013 RECORDING FEES

\$99.00

**\$99.00** Subtotal for Dept. Engineering

RIN0026013 RECORDING FEES

\$60.00

**\$60.00** Subtotal for Dept. Planning

**\$159.00** Subtotal for Vendor

## NATRONA COUNTY HEALTH DEPT.

0022356-IN RABIES VACCINE

\$1,722.00

**\$1,722.00** Subtotal for Dept. Metro Animal

**\$1,722.00** Subtotal for Vendor

## NORTH PARK TRANSPORATION

08745656 SHIPPING

\$144.55

**\$144.55** Subtotal for Dept. Fleet Maintenance

**\$144.55** Subtotal for Vendor

## OHLSON LAVOIE CORPORATION

111693 MIKE SEDAR POOL RECONSTRUCTION

\$3,096.30

**\$3,096.30** Subtotal for Dept. Aquatics

**\$3,096.30** Subtotal for Vendor

## OWENS, MARK

0025334239 DEPOSIT/CREDIT REFUND

\$10.39

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

**\$10.39** Subtotal for Dept. Water

**\$10.39** Subtotal for Vendor

## PATRICIA HARSHMAN

RIN0025780 REIMB. OF SKI PATROL ANNUAL MT

\$109.00

**\$109.00** Subtotal for Dept. Hogadon

**\$109.00** Subtotal for Vendor

## P-CARD VENDORS

00036326 WW GRAINGER	\$9.06	
00036286 IN PIONEER-ENGINEERIN	\$1,172.00	
00036048 LONG BLDG. TECHNOLOGIE	\$1,361.01	
00036171 NORCO INC	\$40.06	
00035986 HAWKINS INC	\$2,023.93	
00036082 ARC SERVICES/TRAINING	\$175.00	
00035939 AMAZON	\$47.16	
00036227 FACEBK E5SSQ8WWR2	\$24.04	
00036336 ELITE MEDICAL SUPPLIES	\$42.14	
	<b>\$4,894.40</b>	Subtotal for Dept. Aquatics
00036350 BEARING BELTCHAIN00244	\$109.45	
00036363 FOREMANS QUALITY MACHI	\$729.99	
00035995 IN AMERICAN EAGLE CL	\$250.00	
00035770 THE HOME DEPOT 6001	\$3.88	
00036434 SAMSLUB #6425	\$77.34	
00036198 IN AMERICAN EAGLE CL	\$2,150.00	
00036026 BAILEYS ACE HARDWARE	\$80.89	
00036002 AGP PROPANE SERVICES	\$405.10	
00036030 AIRGAS CENTRAL	\$184.10	
00036100 QUALITY OFFICE Solutio	\$32.40	
00036338 BARGREEN WYOMING 25	\$105.33	
00036388 BARGREEN WYOMING 25	\$47.95	
00036225 SAMSLUB #6425	\$145.62	
00036333 ALSCO SLCAS	\$318.76	
00036245 WYOMING RENTS LLC	\$541.00	
00036268 DECKER AUTO GLASS	\$80.00	
00036269 MCCOY SALES CORPORATIO	\$52.90	
00036387 COCA COLA BOTTLING CO	\$72.50	
00036510 THE TRAILHEAD	\$31.82	
00036389 IN GREAT PLAINS CLEAN	\$231.49	
00036043 WYOMING MACHINERY CO	\$2,369.63	
00036021 QUALITY OFFICE Solutio	\$222.99	
00035739 WEAR PARTS INC	\$11.76	
00035621 IN AMERICAN EAGLE CL	\$250.00	
00036022 MEDEX SUPPLY DISTRIBUT	\$117.60	
00035630 WYOMING MACHINERY CO	\$315.73	
00035672 IN PEDENS INC.	\$108.00	
00035630 WYOMING MACHINERY CO	\$3.24	
00033914 USPS 57155804730311021	\$13.54	
00036124 QUALITY OFFICE Solutio	\$170.96	
00035603 DECKER AUTO GLASS	\$364.68	
00035711 OFFICEMAX/OFFICEDEPOT6	\$266.26	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00035746	FASTENAL COMPANY01	\$129.99	
00035674	WEAR PARTS INC	\$30.27	
00036001	GC BUILDING SUPPLY INC	\$501.84	
00035670	BAILEYS ACE HARDWARE	\$123.95	
00035225	WYOMING MACHINERY CO	\$2,814.00	
00035417	GIH GLOBALINDUSTRIALEQ	\$1,919.45	
00036395	HOWARD SUPPLY COMPANY	\$467.36	
00036398	BAILEYS ACE HARDWARE	\$26.34	
00036381	IN CASPER SAFETY LLC	\$1,950.00	
00035890	PACIFIC HIDE AND FUR #	\$74.40	
00036109	QUALITY OFFICE Solutio	\$17.99	
00035634	BAILEYS ACE HARDWARE	\$118.05	
00036390	ANDERSON CARPET INC	\$50.00	
00035641	AIRGAS CENTRAL	\$507.60	
00035877	COASTAL NETTING SYSTEM	\$2,938.00	
00035890	PACIFIC HIDE AND FUR #	\$74.40	
00035862	LOAF N JUG #0131	\$7.62	
00035924	OREILLY AUTO 00027466	\$101.41	
00035934	EXXONMOBIL 45948593	\$13.45	
00035956	CASPER STAR TRIBUNE	\$162.96	
00035653	BAILEYS ACE HARDWARE - Credit	(\$123.95)	
		<b>\$21,770.04</b>	<b>Subtotal for Dept. Balefill</b>
00036098	HOSE & RUBBER SUPPLY	\$39.74	
00036047	DIAMOND VOGEL PAINT #7	\$39.96	
00035721	BARGREEN WYOMING 25	\$49.61	
00036151	BAILEYS ACE HARDWARE	\$15.99	
00036291	HERCULES INDUSTRIES CA	\$28.53	
00036146	BLOEDORN LUMBER CASPER	\$52.20	
00036160	NORCO INC	\$114.79	
00036138	CRESCENT ELECTRIC 103	\$41.73	
00036222	WEAR PARTS INC	\$13.99	
00036065	CASPER CONTRACTORS SUP	\$29.97	
00036193	MENARDS CASPER WY	\$8.79	
00036230	BLOEDORN LUMBER CASPER	\$116.20	
00036147	FERGUSON ENT #3069	\$38.26	
00035726	BARGREEN WYOMING 25	\$56.55	
00036167	NORCO INC -	\$27.39	
00036294	WW GRAINGER	\$158.53	
00036316	BAILEYS ACE HARDWARE	\$9.99	
00036402	RMI WYOMING INC	\$218.72	
00036391	CRUM ELECTRIC SUPPLY C	\$72.89	
00036320	BAILEYS ACE HARDWARE	\$21.93	
00036379	GEORGE T SANDERS 20	\$283.35	
00036333	ALSCO SLCAS	\$179.84	
00036331	CASPER CONTRACTORS SUP	\$7.67	
00035998	CASPER WINNELSON CO	\$25.40	
00036176	CASPER WINNELSON CO	\$279.29	
00036345	DIAMOND VOGEL PAINT #7	\$23.09	
00036357	CASPER WINNELSON CO	\$2.68	
00036372	BLOEDORN LUMBER CASPER	\$18.06	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00036376	BAILEYS ACE HARDWARE	\$37.70	
00036137	BARGREEN WYOMING 25	\$177.50	
00036192	PACIFIC HIDE AND FUR #	\$107.37	
00036083	BAILEYS ACE HARDWARE	\$4.14	
00036188	DENNIS SUPPLY COMPANY	\$150.54	
00036235	BLOEDORN LUMBER CASPER	\$14.84	
00036317	WESTERN LOCKSMITH	\$25.56	
		<b>\$2,492.79</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
00035182	CPS DISTRIBUTORS INC C	\$85.17	
		<b>\$85.17</b>	<b>Subtotal for Dept. Capital Projects</b>
00036074	ATLAS OFFICE PRODUCTS	\$8.49	
00036072	IN CASPER SAFETY LLC	\$210.00	
00034624	WM SUPERCENTER #1617	\$5.08	
00034954	BARGREEN WYOMING 25	\$167.90	
00036183	CASPER STAR TRIBUNE	\$19,026.78	
00036227	FACEBOOK	\$48.41	
00034862	SAMS CLUB #6425	\$41.88	
00034920	RIDLEY'S 1132	\$5.98	
00035918	SAMS CLUB #6425	\$21.99	
00035891	SAMSCLUB #6425	\$6.98	
00036203	FACEBK XVHSL8EFG2	\$4.87	
00035916	SAMSCLUB #6425	\$26.76	
00036221	NORCO INC	\$151.36	
00035919	SAMSCLUB #6425	\$49.88	
00035673	SAMS CLUB #6425	\$45.00	
00035902	WM SUPERCENTER #1617	\$72.46	
00035205	SAMS CLUB #6425	\$317.85	
00036112	WAL-MART #1617	\$48.82	
00035194	WM SUPERCENTER #1617	\$45.60	
00035419	BURBACKS REFRIGERATION	\$252.50	
00036165	WW GRAINGER	\$161.55	
00035259	NATURAL GROCERS	\$89.29	
00035919	SAMSCLUB #6425	\$17.88	
00035718	HUSSEY SEATING COMPANY	\$870.75	
00036324	HEARTLAND PAPER COMPAN	\$430.52	
00036170	THE HOME DEPOT 6001	\$56.85	
00034609	WM SUPERCENTER #1617	\$97.49	
00035266	ALBERTSONS	\$43.93	
00034569	SAMS CLUB #6425	\$10.36	
00035281	WM SUPERCENTER #1617	\$106.32	
00035535	SAMS CLUB #6425	\$92.28	
00035999	ALBERTSONS	\$39.00	
00035309	PIZZA HUT #240	\$117.00	
00036318	HEARTLAND PAPER COMPAN	\$146.30	
00036186	NORCO INC	\$34.18	
00034584	SAMSCLUB #6425	\$32.96	
00036035	ALBERTSONS	\$8.64	
00035262	BARGREEN WYOMING 25	\$432.05	
00035916	SAMSCLUB #6425	\$200.13	
		<b>\$23,546.07</b>	<b>Subtotal for Dept. Casper Events Center</b>

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00036040 MURDOCH'S RANCH & HOME	\$215.52		
	<b>\$215.52</b>	Subtotal for Dept.	Cemetery
00036445 TOP OFFICE PRODUCTS IN	\$121.99		
00036506 LORMAN EDUCATION SERV	\$109.50		
00036466 ATLAS OFFICE PRODUCTS	\$27.89		
00036064 USPS 57155809430310940	\$18.72		
00036185 EXXONMOBIL 47736939	\$14.04		
00036051 ATLAS OFFICE PRODUCTS	\$76.21		
00036202 HILTON GARDEN INN	\$109.00		
00036060 ATLAS OFFICE PRODUCTS	\$148.16		
	<b>\$625.51</b>	Subtotal for Dept.	City Attorney
00035303 IN ALLURETECH/COFFEYN	\$42.00		
	<b>\$42.00</b>	Subtotal for Dept.	City Hall
00036232 ATLAS OFFICE PRODUCTS	\$10.86		
00035838 THE WORT HOTEL - Credit	(\$19.04)		
00035955 ALBERTSONS	\$8.24		
00036472 CRAZY PEDALER BIKE HIK	\$308.54		
00036237 ATLAS OFFICE PRODUCTS	\$9.66		
00036153 ATLAS OFFICE PRODUCTS	\$164.75		
00036439 ATLAS OFFICE PRODUCTS	\$27.50		
00036344 ATLAS OFFICE PRODUCTS	\$32.50		
00036023 SAMSLUB #6425	\$22.46		
00036071 THE WONDER BAR	\$126.54		
	<b>\$692.01</b>	Subtotal for Dept.	City Manager
00036059 ATLAS OFFICE PRODUCTS	\$99.83		
00035948 RICOH USA, INC	\$195.36		
	<b>\$295.19</b>	Subtotal for Dept.	Code Enforcement
00036216 MY EDUCATIONAL RESOURC	\$60.00		
00035832 FRONTIER G6QMGJ	\$79.00		
00035760 QUALITY OFFICE SOLUTIO	\$186.99		
00035928 APCO INTERNATIONAL INC	\$25.00		
00036208 SAMSLUB #6425	\$56.44		
00035848 DELTA 00676907230812	\$101.10		
00036080 NATIONAL ACADEMY OF EM	\$400.00		
	<b>\$908.53</b>	Subtotal for Dept.	Communications Center
00036129 AMBI MAIL AND MARKETIN	\$1,240.00		
00036023 SAMSLUB #6425	\$23.03		
00036184 DAYLIGHT DONUTS	\$15.82		
00036125 CPU VENTURE TECH NETWO	\$458.99		
00036479 III BOTTICELLI RISTORA	\$115.00		
00036079 PARTY AMERICA CASPER	\$26.00		
00036155 J'S PUB & GRILL	\$90.08		
00036182 QDOBA #2895	\$70.69		
00036016 SMITHS FOOD #4185	\$15.99		
	<b>\$2,055.60</b>	Subtotal for Dept.	Council
00035716 CASPER STAR TRIBUNE	\$366.60		
00035758 ATLAS OFFICE PRODUCTS	\$627.26		
	<b>\$993.86</b>	Subtotal for Dept.	Engineering
00036115 MOUNTAIN STATES PIPE	\$62.33		

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00036119	MOUNTAIN STATES PIPE	\$105.36	
00036443	ELI RESEARCH NC 800 2	\$169.00	
00035480	B & B RUBBER STAMP SHO	\$82.00	
00036164	MOUNTAIN STATES PIPE - Credit	(\$50.00)	
00036107	VZWRLSS IVR VB	\$280.07	
00036553	ATLAS OFFICE PRODUCTS	\$10.42	
00035502	CARDINAL TRACKING INC	\$299.00	
00036168	AMAZON MKTPLACE PMTS	\$130.41	
		<b>\$1,088.59</b>	<b>Subtotal for Dept. Finance</b>
00036050	VZWRLSS IVR VB+	\$1,796.89	
00035467	COWBOY AUTO SPA	\$14.29	
00035963	OFFICEMAX/OFFICEDEPOT6	\$101.81	
00034985	HOLIDAY INN EXPRESS+	\$134.47	
00035414	WAL-MART #3778	\$14.67	
00035917	BARGREEN ELLINGSON #3	\$41.58	
00035839	L N CURTIS & SONS	\$296.00	
00035724	BEARING BELTCHAIN00244	\$321.75	
00036412	WIRELESS ADVANCED COMM	\$500.00	
00036422	L N CURTIS & SONS	\$608.24	
00036056	UNITED 01676913717231	\$824.70	
00036200	SUTHERLANDS 2219	\$15.74	
00035788	DECKER AUTO GLASS	\$245.69	
00035216	MURDOCH'S RANCH & HOME	\$449.99	
00036104	ALBERTSONS #2060	\$70.71	
00035766	IN JAMES MATLOCK	\$2,372.45	
00036066	CASPER STAR TRIBUNE	\$140.00	
00036314	ALERT ALL CORP	\$2,696.00	
00035756	HOTELS.COM125669176943	\$428.42	
00035523	INT'L CODE COUNCIL INC	\$87.50	
00035887	CITIZEN CPR FOUNDATION	\$945.00	
00036364	RIDLEY'S 1132	\$28.85	
00034863	GUEST SERVICES-UNITQ68	\$300.48	
00035844	SAFEWAY FUEL 10024669	\$40.38	
00035967	TRAFFIC SAFETY STORE	\$822.38	
00035049	MENARDS CASPER	\$199.99	
00035888	UNITED 01624682059055	\$383.70	
00036228	IN F.D. SIGNWORKS, LL	\$38.96	
00036378	WM SUPERCENTER #1617	\$7.62	
00036088	TARGET 00001644	\$28.15	
00036130	THREE CROWNS GOLF CLUB	\$38.40	
00035767	IN JOHNSON ROBERTS &	\$15.00	
00035833	LETZ'S RADIO SUPPLY	\$157.35	
00036530	ATLAS OFFICE PRODUCTS	\$111.51	
00036503	RIDLEY'S 1132	\$10.50	
00036442	SQ WHEATLAND VOLUNTEE	\$240.00	
00036306	STAPLES 00114181	\$181.74	
		<b>\$14,710.91</b>	<b>Subtotal for Dept. Fire</b>
00036092	BEARING BELTCHAIN0022	\$60.58	
00035913	IN PETERSON EQUIPMENT	\$801.19	
00036092	BEARING BELTCHAIN0022-	\$66.99	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00035659	CAPITAL BUSINESS SYSTE	\$23.00
00035639	COMMUNICATION TECHNOLO	\$25.38
00036278	WYOMING MACHINERY /GSKT,SEALS	\$2,329.74
00035557	AMAZON.COM AMZN.COM/BI	\$82.81
00036271	CASPER TIRE 0000705	\$198.00
00036290	CENTRAL TRUCK & DIESEL	\$219.45
00036302	CMI-TECO - Credit	(\$100.00)
00036281	SAFETY KLEEN SYSTEMS B	\$201.93
00036384	RMFMA - COLORADO CH	\$50.00
00036280	CMI-TECO	\$545.74
00035907	CASPER TIRE 0000705	\$90.00
00035905	CMI-TECO - Credit	(\$112.02)
00035559	ASE TEST FEES	\$141.00
00035970	IN DAVEY COACH SALES	\$50.31
00035966	WYOMING MACHINERY CO	\$2,069.74
00036052	TIRE PROFESSIONALS INC	\$479.80
00036053	WW GRAINGER	\$31.52
00036058	WW GRAINGER	\$11.00
00035992	CMI-TECO	\$66.58
00036355	ALSCO SLCAS	\$859.46
00035966	WYOMING MACHINERY CO	\$3,586.69
00036075	STOTZ EQUIPMENT - Credit	(\$14.96)
00035966	WYOMING MACHINERY CO	\$365.25
00036127	JACKS TRUCK AND EQUIPMT	\$197.11
00036126	FLOOR MATS - SAMS CLUB	\$19.98
00036120	GOODYEAR COMMERCIAL TI	\$54.00
00035662	JACKS TRUCK AND EQUIPMT	\$69.28
00036132	BEST BUY 00015271	\$87.97
00035966	WYOMING MACHINERY CO	\$1,992.10
00036289	STOTZ EQUIPMENT	\$190.02
00036019	WW GRAINGER	\$19.29
00035931	GOODYEAR COMMERCIAL TI	\$2.00
00036010	DRIVE TRAIN INDUSTRIES	\$228.27
00035966	WYOMING MACHINERY CO	\$426.13
00035966	WYOMING MACHINERY CO	\$3,734.08
00036005	BAILEYS ACE HARDWARE	\$23.94
00036037	GOODYEAR COMMERCIAL TI	\$1,205.00
00035543	IN NUTECH SPECIALTIES	\$626.74
00035896	GOODYEAR COMMERCIAL TI	\$1,182.90
00036278	WYO MACH GST,SPROCKET,HSG	\$6,307.34
00036278	WYO MACH PISTONS	\$3,267.08
00035966	WYOMING MACHINERY CO	\$1,808.80
00036092	BEARING BELTCHAIN002	\$7.09
00036223	GOVTPELLERNATRONAWYFEE	\$1.50
00036092	BEARING BELTCHAIN0022	\$401.85
00035966	WOMING MACHINERY CO	\$5,716.96
00036092	BEARING BELTCHAIN0022	\$11.99
00036092	BEARING BELTCHAIN0022	\$369.00
00036092	BEARING BELTCHAIN0022	\$10.18
00035969	WYOMING MACHINERY CO	\$230.49

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00036179	CMI-TECO	\$63.80
00036236	AUDIES SMALL ENGINE /CAP & PRI	\$26.09
00036092	BEARING BELTCHAIN0022	\$110.97
00036103	EATON SALES & SERVICE	\$79.07
00035990	DRIVE TRAIN INDUSTRIES - Credi	(\$62.00)
00036092	BEARING BELTCHAIN0022	\$9.16
00035980	TOOLTOPIA	\$71.24
00036307	GOODYEAR COMMERCIAL TI	\$931.80
00036092	BEARING BELTCHAIN0022	\$8.81
00036204	CMI-TECO	\$17.86
00036087	S&S CASPER- PARTS	\$435.90
00035966	WYOMING MACHINERY CO	\$243.50
00036126	SAMS CLUB #6425	\$128.62
00036113	NORCO INC	\$15.59
00036205	CASPER TIRE 0000705	\$198.00
00036197	NORCO INC	\$70.66
00036092	BEARING BELTCHAIN0022	\$54.36
00036102	EATON SALES & SERVICE	\$60.75
00036226	DRIVEN POWERSPORTS	\$89.23
00036097	NORCO INC	\$28.37
00036337	AMAZON MKTPLACE PMTS	\$29.95
00036092	BEARING BELTCHAIN002	\$42.84
00036092	BEARING BELTCHAIN00244	\$216.12
00036325	GREINER MOTOR COMPANY	\$258.33
00036207	NATRONA CNTY CLERK TAX	\$15.00
00036278	WYO MACH/TURBO	\$2,667.24
00036075	STOTZ LENS	\$13.02
00035412	DAVID P. MEDLOCK SNAPO	\$106.00
00035969	WYOMING MACHINERY CO	\$386.98
00036469	SQ ATLANTIC ELECTRIC,	\$313.09
00035811	GREINER MOTOR COMPANY	\$8.03
00035857	IN PETERSON EQUIPMENT	\$600.80
00035858	STOTZ EQUIPMENT	\$100.42
00035859	ACCO BRANDS DIRECT	\$203.95
00035774	TOOLTOPIA	\$71.24
00035966	WYOMING MACHINERY CO	\$2,978.32
00035845	STOTZ EQUIPMENT	\$1.05
00035327	ABLE EQUIPMENT CO	\$4,535.00
00036454	IN NUTECH SPECIALTIES	\$245.00
00035712	IN PEDENS INC.	\$712.00
00036499	DLX FOR BUSINESS	\$177.63
00035750	UNITED STATES WELDING	\$37.60
00035800	AIRGAS CENTRAL	\$85.48
00036545	GREINER MOTOR COMPANY	\$84.59
00036520	GOODYEAR COMMERCIAL TI	\$626.20
00036512	HOSE & RUBBER SUPPLY	\$12.07
00036092	BEARING BELTCHAIN0022	\$6.49
00034641	AUDIES SMALL ENGINE	\$56.90
00036251	WW GRAINGER	\$117.09
00036255	GREINER MOTOR COMPANY	\$164.08

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00036428	EATON SALES & SERVICE	\$64.80	
00035982	JACKS TRUCK AND EQUIPMT	\$108.65	
00035803	MCCOY SALES CORPORATIO	\$8.80	
00035819	AUDIES SMALL ENGINE - Credit	(\$3.00)	
00035926	SQ ISC, INC. DBA V	\$859.00	
00036270	WYOMING AUTOMOTIVE	\$47.90	
00035854	GOODYEAR COMMERCIAL TI	\$626.20	
00035942	TOOLTOPIA - Credit	(\$71.24)	
00036414	GOODYEAR COMMERCIAL T	\$626.20	
00035853	CMI-TECO	\$49.98	
		<b>\$60,091.85</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
00036238	COMTRONIX	\$139.50	
00036311	SPACR ARCHIVES & PARKS	\$32.00	
00035783	LEES GLASS DC 00 OF 00	\$300.24	
00035935	ATLAS OFFICE PRODUCTS	\$78.70	
00035759	ATLAS OFFICE PRODUCTS	\$46.13	
00035636	TARGET 00001644	\$26.97	
00035762	TARGET 00001644	\$15.98	
		<b>\$639.52</b>	<b>Subtotal for Dept. Fort Caspar</b>
00036033	WW GRAINGER	\$6.43	
00035969	WYOMING MACHINERY CO	\$1,082.40	
00036330	GREINER MOTOR COMPANY	\$170.00	
00036096	TITAN MACHINERY - GILL - Credi	(\$218.94)	
00036011	HOSE & RUBBER SUPPLY	\$22.74	
00035969	WYOMING MACHINERY CO	\$457.60	
00035961	TITAN MACHINERY - GILL	\$218.94	
00036092	BEARING BELTCHAIN0022	\$1,032.00	
00036004	DRIVE TRAIN INDUSTRIES	\$73.92	
00035895	APPLIED IND TECH 2733	\$277.20	
00035754	STOTZ EQUIPMENT	\$420.38	
00035751	STOTZ EQUIPMENT - Credit	(\$170.82)	
00035729	CASPER TIRE 0000705	\$110.00	
00036282	DRIVE TRAIN CASPER	\$381.34	
00035969	WYOMING MACHINERY CO	\$1.81	
00035769	STOTZ EQUIPMENT	\$170.82	
00036239	AMERI-TECH EQUIPMENT C	\$660.30	
00035853	CMI	\$100.80	
00036057	TITAN MACHINERY - GILL	\$218.94	
00035860	MIDLAND IMPLEMENT CO	\$26.25	
00035969	WYOMING MACHINERY CO	\$12.96	
00036189	STOTZ EQUIPMENT - Credit	(\$379.90)	
00035996	DRIVE TRAIN INDUSTRIES	\$176.90	
00035874	HOWARD SUPPLY COMPANY	\$51.57	
00035931	GOODYEAR COMMERCIAL TI	\$215.00	
00036092	BEARING BELTCHAIN0022-	(\$282.15)	
00036251	GRAINGER	\$75.82	
00035969	WYOMING MACHINERY CO	\$400.36	
00035969	WYOMING MACHINERY CO	\$58.74	
00035969	WYOMING MACHINERY CO	\$1,803.10	
00035969	WYOMING MACHINERY CO	\$97.49	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00036276	STOTZ EQUIPMENT	\$379.90	
00036054	GREINER MOTOR COMPANY	\$150.00	
00035969	WYOMING MACHINERY CO	\$54.00	
00036305	HONNEN EQUIPMENT 04	\$35.85	
00035799	STOTZ EQUIPMENT	\$170.82	
00035776	WW GRAINGER	\$6.73	
00036536	GOODYEAR COMMERCIAL TI	\$1,776.00	
00035988	CREATIVE BUS SALES	\$74.63	
	<b>\$9,919.93</b>	<b>Subtotal for Dept.</b>	<b>Garage</b>
00036471	BAKER-TAYLOR	\$186.11	
00036038	ARCADIA PUBLISHING INC	\$230.91	
	<b>\$417.02</b>	<b>Subtotal for Dept.</b>	<b>General Fund</b>
00036012	CHARTER COMM	\$134.73	
00036400	SUTHERLANDS 2219	\$12.97	
00034962	CASPER STAR TRIBUNE	\$154.08	
00036136	R & R REST STOPS	\$755.13	
	<b>\$1,056.91</b>	<b>Subtotal for Dept.</b>	<b>Golf Course</b>
00035665	USPS 57155809430310940	\$44.94	
	<b>\$44.94</b>	<b>Subtotal for Dept.</b>	<b>Health Insurance</b>
00036261	GEOTEC INDUSTRIAL SUPP	\$375.00	
00036227	FACEBOOK	\$174.47	
00036254	NOLAND FEED INC	\$70.00	
00035864	LOAF N JUG #0119 Q81	\$22.00	
00035997	CODALE ELECTRIC-CASPER	\$972.00	
00036190	THE HOME DEPOT 6001	\$82.83	
00036024	WYOMING STEEL AND RECY	\$20.00	
00035921	ABLE CARD (MOTO)	\$256.98	
00035938	CORNER STORE 4111	\$47.83	
	<b>\$2,021.11</b>	<b>Subtotal for Dept.</b>	<b>Hogadon</b>
00035761	USPS 57155809430310940	\$16.50	
00036101	ATLAS OFFICE PRODUCTS	(\$48.90)	
00035701	BAUDVILLE INC	\$199.35	
	<b>\$166.95</b>	<b>Subtotal for Dept.</b>	<b>Human Resources</b>
00036336	ELITE MEDICAL SUPPLIES	\$42.13	
00036027	NORCO INC	\$231.02	
00036003	BAILEYS ACE HARDWARE	\$56.97	
00036156	BAILEYS ACE HARDWARE	\$17.96	
	<b>\$348.08</b>	<b>Subtotal for Dept.</b>	<b>Ice Arena</b>
00036161	CPU VENTURE TECH NETWO	\$119.00	
	<b>\$119.00</b>	<b>Subtotal for Dept.</b>	<b>Information Services</b>
00035669	WAL-MART #1617	\$43.44	
00035725	COCA COLA BOTTLING CO	\$21.75	
00035396	PETCO 1456 63514566	\$52.46	
00035822	ALTITUDE VETERINARY HO	\$561.41	
00035315	MERBACK AWARDS COMPANY	\$26.30	
00035796	BAILEYS ACE HARDWARE	\$4.58	
00035519	NORCO INC	\$162.07	
	<b>\$872.01</b>	<b>Subtotal for Dept.</b>	<b>Metro Animal</b>
00035656	USU PREMIUM PARKING	\$7.50	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00035715	HUHOT OF LOGAN	\$52.17	
00035671	TEXAS ROADHOUSE FR2380	\$51.45	
00035893	EINSTEIN BROS BAGELS14	\$18.25	
00035650	VALLEY MART	\$25.83	
00035778	EINSTEIN BROS BAGELS14	\$15.50	
00035647	CAFE RITZ	\$26.42	
00035892	CHEVRON 0202803	\$28.78	
00035989	EXXONMOBIL 47672811	\$30.04	
00035001	ATLAS OFFICE PRODUCTS	\$38.33	
00035676	FIRE HOUSE PIZZERIA	\$24.98	
00035923	SPRINGHILL SUITES LOG	\$482.20	
	<b>\$801.45</b>		<b>Subtotal for Dept. Municipal Court</b>
00035372	BAILEYS ACE HARDWARE	\$11.99	
00035534	STAPLES 00114181	\$22.26	
00035757	WYOMING PLANT COMPANY	\$11,273.00	
00034970	CPU VENTURE TECH NETWO	\$39.95	
00035478	DOMINO'S 6042	\$30.95	
00034097	LA QUINTA INN SUITES	\$79.50	
00035515	CPS DISTRIBUTORS INC C	\$24.36	
00035544	ULINE SHIP SUPPLIES	\$30.08	
00036108	FORT COLLINS WHOLESALE	\$3,555.60	
00035812	MURDOCH'S RANCH & HOME	\$22.99	
00034966	SQ PREWITT APPRAISAL	\$560.00	
00036231	DOG POOP BAGS .COM	\$120.04	
00035462	CABLETIES AND MORE.COM	\$168.47	
00035855	AMAZON MKTPLACE PMTS	\$59.97	
00034966	SQ PREWITT APPRAISAL	\$2,240.00	
00035900	NOLAND FEED INC	\$380.00	
00036131	ATLAS OFFICE PRODUCTS	\$17.65	
00035568	CPS DISTRIBUTORS INC C	\$73.08	
00036069	SQ ATLANTIC ELECTRIC	\$212.26	
00035742	BLOEDORN LUMBER CASPER	\$13.94	
00035743	CPS DISTRIBUTORS INC C	\$345.48	
00035983	CASPER WINLECTRIC CO	\$10.34	
00035749	NORCO INC	\$203.96	
00035526	PROCESS POWER AND CONT	\$620.25	
00035663	SAMS CLUB #6425	\$493.48	
00035692	THE HOME DEPOT 6001	\$314.60	
00036149	NORCO INC	\$124.60	
00035804	SQ YOUNGSTROM ENTERPR	\$1,600.00	
00035616	OREILLY AUTO 00027466	\$6.99	
00036279	IN ARCHITECTURAL DOOR	\$392.50	
00035736	HOBBY-LOBBY #0233	\$164.36	
00035876	AMAZON MKTPLACE PMTS	\$115.94	
00036163	PAYPAL SPIDERWEBMA	\$359.76	
00034978	HOSE & RUBBER SUPPLY	\$1.17	
00036148	THE HOME DEPOT 6001	\$172.50	
00035943	CPS DISTRIBUTORS INC C	\$521.97	
00035837	71 CONSTRUCTION INC #1	\$248.93	
00035793	71 CONSTRUCTION INC #1	\$490.11	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00035599	OREILLY AUTO 00027466	\$55.99	
00035940	AMAZON MKTPLACE PMTS	\$239.88	
00036174	BEST BUY 00015271	\$75.13	
00035873	AMAZON MKTPLACE PMTS	\$113.94	
00035869	AMAZON MKTPLACE PMTS	\$296.85	
00035866	AMAZON MKTPLACE PMTS	\$57.97	
00036298	BLOEDORN LUMBER CASPER	\$1,310.40	
00035818	NOLAND FEED INC	\$190.00	
00036128	THE HOME DEPOT 6001	\$83.79	
00035794	CARROT TOP IND00 OF 00	\$771.36	
00036015	71 CONSTRUCTION INC #1	\$264.12	
00035331	AMAZON MKTPLACE PMTS	\$154.00	
00035748	CPS DISTRIBUTORS INC C	\$107.19	
00035389	PAYPAL SPIDERWEBMA	\$399.95	
00035740	CPS DISTRIBUTORS INC C	\$27.89	
00035344	SAMSCLUB #6425	\$159.84	
00035532	LIGHTORAMAI	\$2,384.26	
00035340	AMAZON MKTPLACE PMTS	\$154.00	
00035333	AMAZON MKTPLACE PMTS	\$192.50	
00035705	JOHNNY APPLESEED, INC.	\$305.98	
00035403	3G LIGHTING	\$87.06	
00036061	71 CONSTRUCTION INC #1	\$247.69	
00036118	BLOEDORN LUMBER CASPER	\$1,694.23	
00035337	AMAZON MKTPLACE PMTS	\$77.00	
	<b>\$34,574.05</b> Subtotal for Dept.		Parks
00036154	DOUGH ENTERPRISES LLC	\$35.32	
00036025	WM SUPERCENTER #1617	\$17.52	
00036244	CASPER STAR TRIBUNE	\$31.90	
00036134	ALBERTSONS	\$21.47	
00036095	DOLRTREE 3288 00032888	\$9.18	
00035885	AMBI MAIL AND MARKETIN	\$59.34	
	<b>\$174.73</b> Subtotal for Dept.		Planning
00035775	BITTER CREEK BREWING	\$12.07	
00036028	HILTON HOTELS PALMR HS	\$547.11	
00036029	SQ CJS PIONEER BUFFET	\$16.88	
00035789	INTERSTATE ALL BATTERY	\$17.97	
00036067	ATLAS OFFICE PRODUCTS	\$304.52	
00035727	SUBWAY 00122762	\$10.60	
00036111	CASPER ANIMAL CENTER	\$93.46	
00034143	MARRIOTT 337U8 WATERSI	\$17.98	
00035763	GALLS HQ	\$179.19	
00035813	QUALITY OFFICE SOLUTIO	\$29.78	
00035908	DOMINO'S 6042	\$85.83	
00035886	TACO BELL #30830	\$6.35	
00036265	SAMSCLUB #6425	\$19.90	
00036201	AMAZON MKTPLACE PMTS	\$38.96	
00036135	CASPER ANIMAL CENTER	\$31.95	
00035840	DON PEDRO'S FAMILY MEX	\$27.00	
00036243	RESPOND FIRST AID OF W	\$117.25	
00036091	QUALITY OFFICE SOLUTIO	\$245.88	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00036086	QUALITY OFFICE SOLUTIO	\$122.91	
00036078	QUALITY OFFICE SOLUTIO	\$90.36	
00036063	ATLAS OFFICE PRODUCTS	\$26.17	
00036034	ATLAS OFFICE PRODUCTS	\$139.45	
00036219	COMPUTER VILLAGE INC	\$99.95	
00035889	HARTZ E&F TOWING & REC	\$575.00	
00035708	FLEMING SUPPLY	\$7.99	
00035752	MAD TRANS. & TOWING	\$215.00	
00035899	LOAF N JUG #0124 Q81	\$12.06	
00035763	GALLS HQ	\$827.00	
00036041	BEST BUY 00015271	\$179.92	
00035993	IN OLDE MASTER ORIGIN	\$49.50	
00035861	R & R REST STOPS	\$138.92	
00035402	DELTA 00623243484824	\$500.70	
00035808	EXXONMOBIL 45965241+	\$27.45	
00036009	NOLAND FEED INC	\$79.30	
00035825	POCKETPRESS	\$725.94	
00034410	ADAIGGER&COMPANYINC	\$132.84	
00034757	STARBUCKS #21239 CASPE	\$12.76	
00035815	WESTERN LOCKSMITH	\$30.00	
00035946	AMERICAN 00102624494310	\$25.00	
00035702	WDH PHL CHEMICAL TESTI	\$484.00	
00035781	MI CASITA	\$13.64	
00035483	PALACE ADV ROOM DEP	\$72.80	
00035694	BEST BUY 00015271	\$659.94	
00036018	MOUNTAIN STATES LITHOG	\$1,013.15	
00035786	UPS 0000F44F1410102015	\$7.05	
00035865	INTOXIMETERS	\$477.80	
00035814	COCA COLA BOTTLING CO	\$31.50	
00036020	ATLAS OFFICE PRODUCTS	\$173.98	
00035787	MAD TRANS. & TOWING	\$125.00	
00035704	CHOPSTIX ASIAN BISTRO	\$13.72	
00035850	SUBWAY 00122762	\$10.55	
00035879	QUALITY OFFICE SOLUTIO - Credi	(\$25.64)	
		<b>\$8,878.39</b>	<b>Subtotal for Dept. Police</b>
00035910	PARKWAY PLAZA HOTEL AN	\$65.00	
00036123	COTTAGE CAFE & CATERIN	\$143.97	
00035878	HAMPTON INN GREEN RIVE	\$317.19	
00035922	PARKWAY PLAZA HOTEL AN	\$115.99	
00036158	COTTAGE CAFE & CATERIN	\$137.40	
00036159	COTTAGE CAFE & CATERIN - Credi	(\$143.97)	
		<b>\$635.58</b>	<b>Subtotal for Dept. Police Grants</b>
00035977	SQ DRAKES LANDSCAPING	\$19,938.00	
00035952	WYOMING MED CTR ER	\$10,000.00	
00035459	MURDOCH'S RANCH & HOME	\$9.00	
00036008	BULLWHIP SAUSAGE INC	\$8,880.75	
00036389	IN GREAT PLAINS CLEAN	\$725.40	
00036031	BAILEYS ACE HARDWARE	\$54.99	
00035355	MENARDS CASPER WY	\$1,062.60	
00035343	WM SUPERCENTER #1617	\$19.84	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00036145	R & R REST STOPS	\$800.00	
00035482	MURDOCH'S RANCH & HOME	\$558.24	
00036351	IN AMERICAN EAGLE CL	\$1,610.00	
00036401	TOWN OF EVANSVILLE UTI	\$38,280.50	
00035593	WENDYS	\$49.69	
00035339	ALBERTSONS #2060	\$18.46	
00035361	SUBWAY 03116324	\$46.20	
00035718	HUSSEY SEATING COMPANY	\$870.75	
		<b>\$82,924.42</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00036062	ACT CASPERRECDIV	\$810.00	
00036359	COMTRONIX	\$534.24	
00035882	DOMINO'S 6042	\$54.92	
00036046	BAILEYS ACE HARDWARE	\$60.21	
00036114	ATLAS OFFICE PRODUCTS	\$94.79	
00036213	SAMSLUB #6425 - Credit	(\$152.78)	
00036336	ELITE MEDICAL SUPPLIES	\$42.13	
00035764	SAMSLUB #6425	\$936.84	
00036425	ATLAS OFFICE PRODUCTS - Purcha	\$33.05	
00036049	HOSE & RUBBER SUPPLY	\$31.98	
		<b>\$2,445.38</b>	<b>Subtotal for Dept. Recreation</b>
00036042	WYOMING RENTS	\$365.00	
00036169	WAL-MART #1617	\$15.90	
00035619	IN AMERICAN EAGLE CL	\$500.00	
00036133	CPS DISTRIBUTORS INC C	\$89.08	
00036225	SAMSLUB #6425	\$145.63	
00036246	WYOMING RENTS	\$365.00	
00035941	SAMS CLUB #6425	\$37.86	
00035464	BAILEYS ACE HARDWARE	\$127.44	
00036181	IN AMERICAN EAGLE CL	\$2,433.60	
00035214	AIRGAS CENTRAL	\$92.65	
00036333	ALSCO SLCAS	\$142.80	
00035968	CASPER STAR TRIBUNE	\$149.64	
00036267	WM SUPERCENTER #1617	\$17.85	
00036328	CASPER SALVATION ARMY	\$9.16	
00036434	SAMSLUB #6425	\$77.34	
00036436	BEST BUY 00015271	\$100.00	
00036150	IN AMERICAN EAGLE CL	\$818.75	
00035214	AIRGAS CENTRAL	\$28.00	
		<b>\$5,515.70</b>	<b>Subtotal for Dept. Refuse Collection</b>
00035560	HOWARD SUPPLY COMPANY	\$181.36	
00035563	NORCO INC	\$112.52	
00035481	SQ ATLANTIC ELECTRIC,	\$1,650.00	
00035564	NORCO INC	\$171.11	
00034643	MONTPELIER BROADCASTIN	\$440.00	
00035540	CASPER CONTRACTORS SUP	\$21.18	
00036172	HOWARD SUPPLY COMPANY	\$370.31	
00035703	CASPER CONTRACTORS SUP	\$26.16	
00036191	CRETEX CONCRETE PRODUC	\$6,571.10	
00036175	SAMSLUB #6425	\$33.65	
00035099	MONTPELIER BROADCASTIN - Credi	(\$440.00)	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00036142	ROTO ROOTER	\$666.00	
00035476	CASPER CONTRACTORS SUP	\$241.94	
00035937	WYOMING RENTS LLC	\$297.00	
00036327	WEF WYTHE	\$141.00	
00036152	ATLAS OFFICE PRODUCTS	\$117.30	
00035870	WEAR PARTS INC	\$57.77	
00035734	BAILEYS ACE HARDWARE	\$14.97	
00035562	STAPLES 00114181	\$69.99	
00035400	EB PACP RECERTUPGRAD	\$750.00	
00035435	UNITED 01624671521421	\$591.70	
		<b>\$12,085.06</b>	<b>Subtotal for Dept. Sewer</b>
00035688	DOUBLE TREE BY HILTON	\$149.31	
00035912	ENTERPRISE RENT-A-CAR	\$748.22	
00035366	EB WORLD CHALLENGE XX	\$90.00	
00035689	DOUBLE TREE BY HILTON	\$160.71	
00035605	DELTA 0068200903241	\$60.00	
00035914	WAFFLE HOUSE 2007	\$59.46	
00035608	DELTA 0068200304292	\$60.00	
00035032	DELTA 00623230435026	\$923.70	
00035975	DOUBLE TREE BY HILTON	\$680.05	
00035958	DOUBLE TREE BY HILTON	\$667.05	
00035842	DELTA 0068200581805	\$60.00	
00035368	EB WORLD CHALLENGE XX	\$290.00	
00035960	DOUBLE TREE BY HILTON	\$661.05	
00035915	DELTA 0068200182560	\$60.00	
00035677	FIREFIGHTER COMBAT CHA	\$190.00	
00035849	DELTA 0068200382468	\$60.00	
00035700	DOUBLE TREE BY HILTON	\$149.31	
00035713	DREAMLAND BAR B QUE	\$93.23	
00035720	DOUBLE TREE BY HILTON	\$56.67	
00035728	DOUBLE TREE BY HILTON	\$149.31	
00035932	LEKS RAILROAD THAI	\$71.18	
00035698	JALAPENOS ALLEY	\$66.41	
00035884	MELLOW MUSHROOMPRATTV	\$88.68	
00035610	DELTA 0068200704150	\$60.00	
00035755	CHICK-FIL-A #02922	\$59.57	
00035685	PEI WEI TERM F12263927	\$72.31	
00035061	DELTA 00623230435085	\$923.70	
00035124	TRAVEL INSURANCE POLIC	\$265.55	
00035971	DOUBLE TREE BY HILTON	\$661.05	
00035071	DELTA 00623230435063	\$923.70	
00035950	SAZA SERIOUS ITALIAN	\$60.72	
00035354	EB WORLD CHALLENGE XX	\$90.00	
00035695	JIMMY JOHNS - 3007	\$52.06	
00035944	DELTA 0068200581806	\$60.00	
00035981	DOUBLE TREE BY HILTON	\$748.70	
00035901	CHARLEY'S GRILLED SUBS	\$50.19	
00035078	DELTA 00623230435041	\$923.70	
00035597	DELTA 0068200503532	\$60.00	
00035058	DELTA 00623230435100	\$923.70	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00035875	CNCIA PARKING	\$35.00	
00035622	DELTA 0068200304444	\$60.00	
00035863	ENTERPRISE RENT-A-CAR	\$789.63	
00035906	DELTA 0068200782510	\$60.00	
		<b>\$12,473.92</b>	<b>Subtotal for Dept. Social Community Services</b>
00035823	IN CASPER SAFETY LLC	\$210.00	
00036006	VZWRLLS IVR VB	\$120.03	
		<b>\$330.03</b>	<b>Subtotal for Dept. Special Assistance</b>
00036437	IN NUTECH SPECIALTIES	\$2,056.00	
00036310	WW GRAINGER	\$23.65	
00035533	CASPER STAR TRIBUNE	\$372.10	
00035957	CATERPILLAR PAVING PRO	\$9,300.00	
00033873	BLOEDORN LUMBER CASPER - Credi	(\$349.56)	
00036084	SQ ATLANTIC ELECTRIC,	\$2,798.00	
00035416	CASPER CONTRACTORS SUP	\$454.95	
00036070	SQ ATLANTIC ELECTRIC	\$969.00	
00035929	BAILEYS ACE HARDWARE	\$27.98	
00035584	AGP PROPANE SERVICES	\$214.29	
00036032	BEARING BELTCHAIN00244	\$26.49	
00036105	SQ ATLANTIC ELECTRIC,	\$3,398.00	
00036099	DAVID P. MEDLOCK SNAPO	\$1,241.00	
00036166	AGP PROPANE SERVICES	\$115.84	
00035965	CPU VENTURE TECH NETWO	\$119.00	
00036131	ATLAS OFFICE PRODUCTS	\$17.65	
00035503	LYLE SIGNS	\$1,217.28	
00035188	CASPER AREA CHAMBER	\$25.00	
00036116	SQ ATLANTIC ELECTRIC,	\$650.00	
00036085	FEDEXOFFICE 00009423	\$286.00	
		<b>\$22,962.67</b>	<b>Subtotal for Dept. Streets</b>
00035820	TW ENTERPRISES INC	\$1,275.66	
00035871	CRUM ELECTRIC SUPPLY C	\$205.92	
00036248	MIDLAND SCIENTIFIC INC	\$1,040.16	
00036233	MIDLAND SCIENTIFIC INC	\$17.67	
00035829	BOBCAT OF CASPER	\$235.05	
00036229	CPU VENTURE TECH NETWO	\$119.00	
00035798	CASPER CONTRACTORS SUP	\$10.07	
00036173	MENARDS CASPER WY	\$19.96	
00036187	QA BALANCE SERVICES IN	\$466.00	
00036234	DEWITT WATER	\$50.00	
00035911	NORCO INC	\$231.43	
00036212	RESPOND FIRST AID OF W	\$137.53	
00036258	ENERGY LABORATORIES, I	\$54.00	
00036323	WW GRAINGER	\$152.64	
00036369	USPS 57155809430310940	\$49.00	
00036260	WW GRAINGER	\$57.60	
00036315	BARGREEN WYOMING 25	\$122.74	
00036348	WW GRAINGER	\$42.92	
00036303	ALSCO SLCAS	\$621.52	
00036361	TFS FISHER SCI ATL	\$356.97	
00036319	BAILEYS ACE HARDWARE	\$6.57	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00036215 HENSLEY BATTERY&ELECTR	\$92.80	
00035784 HONNEN EQUIPMENT 04	\$45.42	
	<b>\$5,410.63</b>	<b>Subtotal for Dept. Waste Water</b>
00035836 NACE INTERNATIONAL	\$130.00	
00036090 ALBERTSONS	\$12.87	
00035731 MOUNTAIN STATES LITHOG	\$227.25	
00035856 CMI-TECO	\$177.50	
00035974 ENERGY LABORATORIES, I	\$150.00	
00035880 ENERGY LABORATORIES, I	\$253.00	
00035903 BEARING BELTCHAIN00244	\$18.70	
00035741 FERGUSON ENT #3069	\$67.71	
00035954 CASPER STAR TRIBUNE	\$411.60	
00036094 DANA KEPNER CO	\$1,768.54	
00036313 INBERG MILLER ENGINEER	\$770.00	
00036121 WESTERN ECOSYSTEMS TEC	\$3,419.16	
00036139 WATERWORKS INDUSTRIES	\$335.75	
00036017 SUTHERLANDS 2219	\$22.45	
00036044 UNION WIRELESS	\$129.89	
00035936 HARBOR FREIGHT TOOLS 3	\$45.43	
00036093 MOUNTAIN STATES PIPE	\$4,105.21	
00036141 DANA KEPNER CO	\$230.00	
00036140 GUNNERS METERS	\$395.50	
00036144 HONNEN EQUIPMENT 04	\$29.55	
00036117 INTERSTATE ALL BATTERY	\$227.90	
00036152 ATLAS OFFICE PRODUCTS	\$143.38	
00035745 CASPER CONTRACTORS SUP	\$11.70	
00036195 INTERSTATE ALL BATTERY	\$39.99	
00036217 ENERGY LABORATORIES, I	\$320.00	
00035777 ENERGY LABORATORIES, I	\$320.00	
00035565 ENERGY LABORATORIES	\$111.00	
00036296 ALSCO SLCAS	\$463.92	
00036277 DIVERSIFIED	\$506.00	
00036073 ATLAS OFFICE PRODUCTS	\$23.99	
00036218 ENERGY LABORATORIES, I	\$240.00	
00035780 ENERGY LABORATORIES, I	\$50.00	
	<b>\$15,157.99</b>	<b>Subtotal for Dept. Water</b>
00035927 VAC SHACK INC	\$23.96	
00036055 ENERGY LABORATORIES	\$25.00	
00035894 ENERGY LABORATORIES	\$225.00	
00035868 FERGUSON ENT #3069	\$6.90	
00036081 ENERGY LABORATORIES	\$20.00	
00036272 CRUM ELECTRIC SUPPLY C	\$226.18	
00036371 DANA KEPNER CO.	\$239.84	
00035590 ATLAS OFFICE PRODUCTS	\$99.84	
00035791 WW GRAINGER	\$199.50	
00036199 FERGUSON ENT #3069 - Credit	(\$8.46)	
00036252 HOSE & RUBBER SUPPLY	\$62.04	
00036039 WW GRAINGER	\$825.05	
00036263 PEERLESS TYRE 123	\$91.87	
00035962 ENERGY LABORATORIES	\$50.00	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

00036110	EUROFINS EATON ANALYTI	\$200.00	
00035830	WATERWORKS INDUSTRIES	\$65.50	
00035816	DANA KEPNER CO	\$169.59	
00035809	FERGUSON ENT #3069	\$23.35	
00036284	DANA KEPNER CO.	\$113.06	
00035601	UNITED STATES WELDING	\$3,268.44	
00035964	ENERGY LABORATORIES	\$20.00	
00036322	ALSCO SLCAS	\$144.00	
00035841	AWWA.ORG	\$191.00	
00035771	CASPER STAR TRIBUNE	\$32.72	
00036214	ENERGY LABORATORIES	\$85.00	
00035668	PIZZA HUT #240	\$63.49	
00035591	SMITHS FOOD #4185	\$11.67	
00036329	DXPE - PRECISION	\$341.39	
00036000	DANA KEPNER CO.	\$365.25	
00035991	DXPE - PRECISION	\$48.00	
00035959	DXPE - PRECISION	\$402.92	
00035594	ENERGY LABORATORIES	\$2,722.00	
00035730	COASTAL CHEMICAL CO LL	\$101.31	
00035606	WW GRAINGER	\$696.28	
00035978	ENERGY LABORATORIES	\$225.00	
00036332	XEROX CORPORATION/RBO	\$225.59	
00034193	CASPER STAR TRIBUNE	\$32.72	
00035897	WATERWORKS INDUSTRIES	\$44.28	
00036209	LONG BLDG. TECHNOLOGIE	\$3,662.25	
00035588	UPS 0000008F045W425	\$174.01	
00035687	FERGUSON ENT #3069	\$80.74	
00036206	LONG BLDG. TECHNOLOGIE	\$71.40	
		<b>\$15,667.68</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
00035643	CPS DISTRIBUTORS INC C	\$146.54	
00035305	CALIFORNIA CONTRACTORS	\$211.30	
		<b>\$357.84</b>	<b>Subtotal for Dept. Weed And Pest</b>
		<b>\$370,509.03</b>	<b>Subtotal for Vendor</b>

## PEAK VIEW PLUMBING LLC

RIN0025967 REFUND OVR PAYMNT INV 130716

\$202.50  
**\$202.50** Subtotal for Dept. General Fund  
**\$202.50** Subtotal for Vendor

## PEGGY BROOKER

RIN0026004 CASPER HISTORIC PRESERVATION

\$300.00  
**\$300.00** Subtotal for Dept. Fort Caspar  
**\$300.00** Subtotal for Vendor

## PERRY, RYAN

0024922975 DEPOSIT/CREDIT REFUND

\$10.97  
**\$10.97** Subtotal for Dept. Water  
**\$10.97** Subtotal for Vendor

## PIECE-A-CAKE

2197 CAKE-RETIREMENT

\$75.00

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

**\$75.00** Subtotal for Dept. Fire

**\$75.00** Subtotal for Vendor

## PORTER, MUIRHEAD, CORNIA & HOWARD

212223 AUDIT SERVICES FY15

\$40,000.00

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

**\$40,000.00** Subtotal for Vendor

## PRINTWORKS

10817 PRINTING/BLDG APPLICATION FORM

\$192.41

**\$192.41** Subtotal for Dept. Code Enforcement

**\$192.41** Subtotal for Vendor

## PROFORCE LAW ENFORCEMENT

253098 AMMO

\$565.93

**\$565.93** Subtotal for Dept. Police

**\$565.93** Subtotal for Vendor

## RAMSHORN CONSTRUCTION

RIN0025981 RETAINAGE TO JOINT ACCT 14-04

\$13,549.40

**\$13,549.40** Subtotal for Dept. Capital Projects

**\$13,549.40** Subtotal for Vendor

## RAMSHORN CONSTRUCTION, INC.

RIN0025980 RETAINAGE 14-04

(\$13,549.40)

**(\$13,549.40)** Subtotal for Dept. Capital Projects

RIN0025980 COUNTRY CLUB RD (SE WY BLVD) P

\$52,842.15

**\$52,842.15** Subtotal for Dept. Streets

RIN0025980 COUNTRY CLUB RD (SE WY BLVD) P

\$112,429.85

**\$112,429.85** Subtotal for Dept. Water

**\$151,722.60** Subtotal for Vendor

## RESOURCE STAFFING

5116 TEMPORARY LABOR

\$492.65

**\$492.65** Subtotal for Dept. Casper Events Center

**\$492.65** Subtotal for Vendor

## RICHARD YOUNG

RIN0025979 MILEAGE REIMBURSEMENT

\$89.30

**\$89.30** Subtotal for Dept. Fort Caspar

**\$89.30** Subtotal for Vendor

## RIVER WORKS INC.

2 RETAINAGE 14-17

(\$34,288.84)

**(\$34,288.84)** Subtotal for Dept. Capital Projects

2 MORAD PARK NORHT PLATTE RIVER

\$342,888.45

**\$342,888.45** Subtotal for Dept. Streets

**\$308,599.61** Subtotal for Vendor

## ROBERT WEANT

RIN0025947 LEVEL I DISTRIBUTION EXAM

\$93.00

**\$93.00** Subtotal for Dept. Water

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

**\$93.00** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP00016911061523	ELECTRICITY	\$150.72	
AP00014911061523	ELECTRICITY	\$4,775.33	
		<b>\$4,926.05</b>	Subtotal for Dept. Aquatics
RIN0026006	ELECTRICITY	\$8,615.06	
		<b>\$8,615.06</b>	Subtotal for Dept. Balefill
AP00015311061523	ELECTRICITY	\$20,873.38	
		<b>\$20,873.38</b>	Subtotal for Dept. Casper Events Center
AP00015011061523	ELECTRICITY	\$171.05	
		<b>\$171.05</b>	Subtotal for Dept. Cemetery
AP00015111061523	ELECTRICITY	\$758.78	
AP00015111061523	ELECTRICITY	\$436.35	
AP00015111061523	ELECTRICITY	\$3,413.68	
AP00015111061523	ELECTRICITY	\$24.52	
AP00015111061523	ELECTRICITY	\$40.79	
		<b>\$4,674.12</b>	Subtotal for Dept. City Hall
AP00015511061523	ELECTRICITY	\$2,638.38	
		<b>\$2,638.38</b>	Subtotal for Dept. Fire
AP00015411061523	ELECTRICITY	\$3,117.79	
		<b>\$3,117.79</b>	Subtotal for Dept. Fleet Maintenance
AP00015611061523	ELECTRICITY	\$735.18	
		<b>\$735.18</b>	Subtotal for Dept. Fort Caspar
AP00015711061523	ELECTRICITY	\$2,881.86	
AP00017211061523	ELECTRICITY	\$136.87	
		<b>\$3,018.73</b>	Subtotal for Dept. Golf Course
RIN0026001	ELECTRICITY	\$108.88	
RIN0026000	ELECTRICITY	\$4,172.11	
		<b>\$4,280.99</b>	Subtotal for Dept. Hogadon
AP00015911061523	ELECTRICITY	\$5,511.54	
		<b>\$5,511.54</b>	Subtotal for Dept. Ice Arena
AP00016011061523	ELECTRICITY	\$890.84	
		<b>\$890.84</b>	Subtotal for Dept. Metro Animal
RIN0026005	ELECTRICITY	\$7,605.56	
		<b>\$7,605.56</b>	Subtotal for Dept. Parks
AP00016211061523	ELECTRICITY	\$322.83	
		<b>\$322.83</b>	Subtotal for Dept. Police
AP00015211061523	ELECTRICITY	\$3,984.30	
		<b>\$3,984.30</b>	Subtotal for Dept. Recreation
AP00016311061523	ELECTRICITY	\$340.40	
		<b>\$340.40</b>	Subtotal for Dept. Sewer
RIN0026002	ELECTRICITY	\$14.03	
AP00016411061523	ELECTRICITY	\$44,911.52	
AP00017411061523	ELECTRICITY	\$82.83	
		<b>\$45,008.38</b>	Subtotal for Dept. Streets
AP00016611061523	ELECTRICITY	\$25,817.98	
AP00017811061523	ELECTRICITY	\$78.48	

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

RIN0026007 ELECTRICITY

**\$25,896.46** Subtotal for Dept. Waste Water  
\$31,958.34  
**\$31,958.34** Subtotal for Dept. Water  
**\$174,569.38** Subtotal for Vendor

## ROSS DRESS FOR LESS

RIN0025995 REFUND PYMT NOT OURS

\$262.00  
**\$262.00** Subtotal for Dept. General Fund  
**\$262.00** Subtotal for Vendor

## SAM DUNNUCK

000032 UNIFORMS

\$33.58  
**\$33.58** Subtotal for Dept. Police  
**\$33.58** Subtotal for Vendor

## SAM PARSON'S UPHOLSTERY

673454 RECOVER ARMREST

\$35.00  
**\$35.00** Subtotal for Dept. Fleet Maintenance  
**\$35.00** Subtotal for Vendor

## SARAH TSCHETTER

1011 RECRUITMENT

\$300.00  
**\$300.00** Subtotal for Dept. Police  
**\$300.00** Subtotal for Vendor

## SCHROEDER, NICOLE

0025334233 DEPOSIT/CREDIT REFUND

\$57.36  
**\$57.36** Subtotal for Dept. Water  
**\$57.36** Subtotal for Vendor

## SCOTT ZIMMERMAN

RIN0025954 BOOT REIMBURSEMENT

\$111.62  
**\$111.62** Subtotal for Dept. Weed And Pest  
**\$111.62** Subtotal for Vendor

## SCOTT, SHARMON

0025334232 DEPOSIT/CREDIT REFUND

\$66.03  
**\$66.03** Subtotal for Dept. Water  
**\$66.03** Subtotal for Vendor

## SHAMROCK ENVIRONMENTAL CORPORATION

RIN0026009 RETAINAGE 15-33

(\$43,476.21)  
**(\$43,476.21)** Subtotal for Dept. Capital Projects

RIN0026009 RIVER RESTORATION - WY BLVD/WT

\$434,762.11  
**\$434,762.11** Subtotal for Dept. Streets  
**\$391,285.90** Subtotal for Vendor

## STAR LINE FEEDS

237127 CAT & DOG FOOD

\$467.30  
**\$467.30** Subtotal for Dept. Metro Animal  
**\$467.30** Subtotal for Vendor

## STATE OF WY. - DEPT. OF REVENUE

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

OCTOBER 2015	OCTOBER 2015 SALES TAX	\$5.32		
OCTOBER 2015	OCTOBER 2015 SALES TAX	\$6.36		
		<b>\$11.68</b>	Subtotal for Dept.	Aquatics
OCTOBER 2015	OCTOBER 2015 SALES TAX	\$20.50		
		<b>\$20.50</b>	Subtotal for Dept.	Balefill
OCTOBER 2015	OCTOBER 2015 SALES TAX	\$1,646.52		
OCTOBER 2015	OCTOBER 2015 SALES TAX	\$2,894.88		
OCTOBER 2015	OCTOBER 2015 SALES TAX	\$4,767.95		
OCTOBER 2015	OCTOBER 2015 SALES TAX	\$1,677.98		
OCTOBER 2015	OCTOBER 2015 SALES TAX	\$472.29		
OCTOBER 2015	OCTOBER 2015 SALES TAX	\$216.38		
OCTOBER 2015	OCTOBER 2015 SALES TAX	(\$10.60)		
		<b>\$11,665.40</b>	Subtotal for Dept.	Casper Events Center
OCTOBER 2015	OCTOBER 2015 SALES TAX	\$305.07		
		<b>\$305.07</b>	Subtotal for Dept.	Fort Caspar
OCTOBER 2015	OCTOBER 2015 SALES TAX	\$267.67		
		<b>\$267.67</b>	Subtotal for Dept.	Ice Arena
OCTOBER 2015	OCTOBER 2015 SALES TAX	\$0.26		
		<b>\$0.26</b>	Subtotal for Dept.	Recreation
		<b>\$12,270.58</b>	Subtotal for Vendor	
<b>STATE OF WY. - DIV. OF CRIMINAL INVESTIGATION</b>				
	RIN0025942 BACKGROUND CHECKS	\$117.00		
		<b>\$117.00</b>	Subtotal for Dept.	Fire
		<b>\$117.00</b>	Subtotal for Vendor	
<b>STOTZ EQUIPMENT</b>				
	RIN0025978 JOHN DEERE HPX GAS 2015, FAIRW	\$17,665.86		
		<b>\$17,665.86</b>	Subtotal for Dept.	Golf Course
		<b>\$17,665.86</b>	Subtotal for Vendor	
<b>SULLIVAN, JENNIFER L.</b>				
	0025334236 DEPOSIT/CREDIT REFUND	\$35.33		
		<b>\$35.33</b>	Subtotal for Dept.	Water
		<b>\$35.33</b>	Subtotal for Vendor	
<b>SUMMIT LINE CONSTRUCTION</b>				
	RIN0025974 RUND ON HYDRANT MTR DEPSOIT	\$33.00		
		<b>\$33.00</b>	Subtotal for Dept.	Water
		<b>\$33.00</b>	Subtotal for Vendor	
<b>SUMMIT TITLE SERVICES</b>				
	15M041NA RECORD OWNER GUARNATEE	\$250.00		
		<b>\$250.00</b>	Subtotal for Dept.	Planning
		<b>\$250.00</b>	Subtotal for Vendor	
<b>THE HARVARD DRUG GROUP</b>				
	JM3438 CONTROLLED SUBSTANCE	\$172.18		
		<b>\$172.18</b>	Subtotal for Dept.	Metro Animal
		<b>\$172.18</b>	Subtotal for Vendor	
<b>TOWN OF BAR NUNN - FIRE DEPT.</b>				

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

RIN0025943 FIRE RELATED EXPENSES

\$32,008.57  
**\$32,008.57** Subtotal for Dept. Property & Liability Insurance  
**\$32,008.57** Subtotal for Vendor

## TRETO CONST.

RIN0025983 RELEASE RETAINAGE 14-44

\$2,000.00  
**\$2,000.00** Subtotal for Dept. Capital Projects  
**\$2,000.00** Subtotal for Vendor

## TURNTEC MANUFACTURING

Inv15T-40998 REPAIR SUPPLIES

\$145.00  
**\$145.00** Subtotal for Dept. Balefill  
**\$145.00** Subtotal for Vendor

## TWEED'S WHOLESALE

327050 PAPER PRODUCTS

\$205.10  
**\$205.10** Subtotal for Dept. Recreation  
**\$205.10** Subtotal for Vendor

## VELOCITY CONSTRUCTORS INC

3 CENTRIFUGE INSTALLATION 1

\$130,598.00  
**\$130,598.00** Subtotal for Dept. Waste Water  
**\$130,598.00** Subtotal for Vendor

## VENTURE TECHNOLOGIES/ISC, INC.

SIN012845 SMARTNET SUPPORT

SIN012836 ACCESS POINT

SCR000614 CREDIT MEMO

SIN011405 CONNECTORS

\$120.00  
\$970.43  
(\$1,782.72)  
\$1,002.00  
**\$309.71** Subtotal for Dept. City Manager  
**\$309.71** Subtotal for Vendor

## VISION SVC. PLAN

RIN#0025989 COBRA CONTRIBUTIONS

RIN#0025991 BENEFITS PAYABLE

\$26.26  
\$1,373.44  
**\$1,399.70** Subtotal for Dept. Health Insurance  
**\$1,399.70** Subtotal for Vendor

## WALLACE FARRIS

RIN0026015 FINAL REIMBURSEMENT

\$44.00  
**\$44.00** Subtotal for Dept. Council  
**\$44.00** Subtotal for Vendor

## WARDWELL WATER & SEWER DISTRICT

RIN0025977 BOOSTER IRRIGATION

\$112.09  
**\$112.09** Subtotal for Dept. Water Treatment Plant  
**\$112.09** Subtotal for Vendor

## WASTE WATER TREATMENT

1276/132801 201 SEWER

\$283,690.86  
**\$283,690.86** Subtotal for Dept. Sewer  
**\$283,690.86** Subtotal for Vendor

## WESTON COUNTY FIRE PROTECTION DIST

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

RIN0025957 FIRE RELATED EXPENSES.

\$3,657.23  
**\$3,657.23** Subtotal for Dept. Property & Liability Insurance  
**\$3,657.23** Subtotal for Vendor

## WILD WEST CONSTRUCTION LLC

RIN#0025996 FIRE RELATED EXPENSES

\$4,552.00  
**\$4,552.00** Subtotal for Dept. Property & Liability Insurance  
**\$4,552.00** Subtotal for Vendor

## WILLIAMS, GEORGE

0025334230 DEPOSIT/CREDIT REFUND

\$47.76  
**\$47.76** Subtotal for Dept. Water  
**\$47.76** Subtotal for Vendor

## WOLF GANG OF WY

1028 NOVEMBER 2015 TV PRODUCTION

\$3,833.33  
**\$3,833.33** Subtotal for Dept. Council  
**\$3,833.33** Subtotal for Vendor

## WORLAND FIRE PROTECTION DISTRICT

RIN0025958 WAGES & EQUIPMENT EXPENSE

\$6,362.23  
**\$6,362.23** Subtotal for Dept. Property & Liability Insurance  
**\$6,362.23** Subtotal for Vendor

## WORLDWASH

2226 KITCHEN EXHAUST SYSTEM

\$575.00  
**\$575.00** Subtotal for Dept. Golf Course  
**\$575.00** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION

0000078362 COOPERATIVE AGREEMENT - BRYAN

\$5.45  
**\$5.45** Subtotal for Dept. Streets

0000078488 ROBERTSON ROAD PROJ

\$662.69  
**\$662.69** Subtotal for Dept. Water  
**\$668.14** Subtotal for Vendor

## WY. DEPT. OF WORKFORCE SVCS.

RIN#0025990 2ND QTR INTEREST EXPENSE49-551

RIN#0025935 3RD QTR UNEMPLOYMENT

\$17.00  
\$3,094.35  
**\$3,111.35** Subtotal for Dept. Casper Events Center

RIN#0025990 2ND QTR INTEREST EXPENSE49-551

RIN#0025935 3RD QTR UNEMPLOYMENT

\$17.00  
\$628.68  
**\$645.68** Subtotal for Dept. Communications Center

RIN#0025935 3RD QTR UNEMPLOYMENT

RIN#0025990 2ND QTR INTEREST EXPENSE49-551

\$1,560.00  
\$17.00  
**\$1,577.00** Subtotal for Dept. Hogadon

RIN#0025935 3RD QTR UNEMPLOYMENT

RIN#0025990 2ND QTR INTEREST EXPENSE49-551

\$3,784.00  
\$68.51  
**\$3,852.51** Subtotal for Dept. Municipal Court

RIN#0025990 2ND QTR INTEREST EXPENSE49-551

\$0.45  
**\$0.45** Subtotal for Dept. Parks

RIN#0025935 3RD QTR UNEMPLOYMENT

\$685.26

# Bills and Claims

City of Casper

04-Nov-15 to 17-Nov-15

RIN#0025990 2ND QTR INTEREST EXPENSE49-551	\$30.00	
	<b>\$715.26</b>	<b>Subtotal for Dept. Police</b>
RIN#0025990 2ND QTR INTEREST EXPENSE49-551	\$0.05	
RIN#0025935 3RD QTR UNEMPLOYMENT	\$150.22	
RIN#0025935 3RD QTR UNEMPLOYMENT	\$2,791.76	
RIN#0025990 2ND QTR INTEREST EXPENSE49-551	\$0.20	
	<b>\$2,942.23</b>	<b>Subtotal for Dept. Recreation</b>
RIN#0025935 3RD QTR UNEMPLOYMENT	\$682.80	
RIN#0025990 2ND QTR INTEREST EXPENSE49-551	\$3.00	
	<b>\$685.80</b>	<b>Subtotal for Dept. Refuse Collection</b>
RIN#0025935 3RD QTR UNEMPLOYMENT	\$3,047.05	
	<b>\$3,047.05</b>	<b>Subtotal for Dept. Sewer</b>
RIN#0025935 3RD QTR UNEMPLOYMENT	(\$115.03)	
	<b>(\$115.03)</b>	<b>Subtotal for Dept. Streets</b>
	<b>\$16,462.30</b>	<b>Subtotal for Vendor</b>
<b>WY. LAW ENFORCEMENT ACADEMY</b>		
A-0148 AMMO	\$1,881.60	
	<b>\$1,881.60</b>	<b>Subtotal for Dept. Police</b>
	<b>\$1,881.60</b>	<b>Subtotal for Vendor</b>
<b>Grand Total</b>	<b>\$4,859,348.37</b>	

Approved By:

On:

CITY of CASPER, WYOMING  
BILLS and CLAIMS ADDENDUM  
Council Meeting  
11/17/15

**Payroll Disbursements**

11/4/15	FIRE PAYROLL	\$	171,134.67
11/4/15	BENEFITS&DEDUCTIONS	\$	29,540.99
11/5/15	CITY PAYROLL	\$	1,177,815.85
11/5/15	BENEFITS&DEDUCTIONS	\$	211,508.12

**Total Payroll** \$ 1,589,999.63

**Additional Fees**

**Total Fees** \$ -

**Additional AP**

**Total Additional AP** \$ -

November 10, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a zone change Lot 15, Block 96, Casper Addition, located at 224 North Lincoln Street, from C-2 (General Business) to C-3 (Central Business).

Recommendation:

That Council, by minute action, establish December 1, 2015 as the date of public hearing for consideration of an ordinance approving a zone change of Lot 15, Block 96, Casper Addition, located at 224 North Lincoln Street, from C-2 (General Business) to C-3 (Central Business).

Summary:

Coal Country Properties, LLC has applied for a zone change of Lot 15, Block 96, Casper Addition, located at 224 North Lincoln Street, from C-2 (General Business) to C-3 (Central Business). The property is currently vacant, and the applicant proposes to construct a warehouse on the property. A warehouse is not listed as a permitted use in the C-2 (General Business) zoning district, but is permitted in the C-3 (Central Business) zoning district. Assuming the zone change is approved, the applicant must then obtain site plan approval for the proposed warehouse. The site plan would be reviewed administratively, with no public hearing required; however, neighbors within three hundred (300) feet will be notified.

The Planning and Zoning Commission recommended approval of the zone change after a public hearing held on October 27, 2015. There were no public comments, either for or against the zone change.

November 6, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Downtown Plaza Plan of Development

Recommendation:

That Council, by resolution, approve the Plan of Development by the Downtown Development Authority for the Downtown Events-Driven Public Plaza Project.

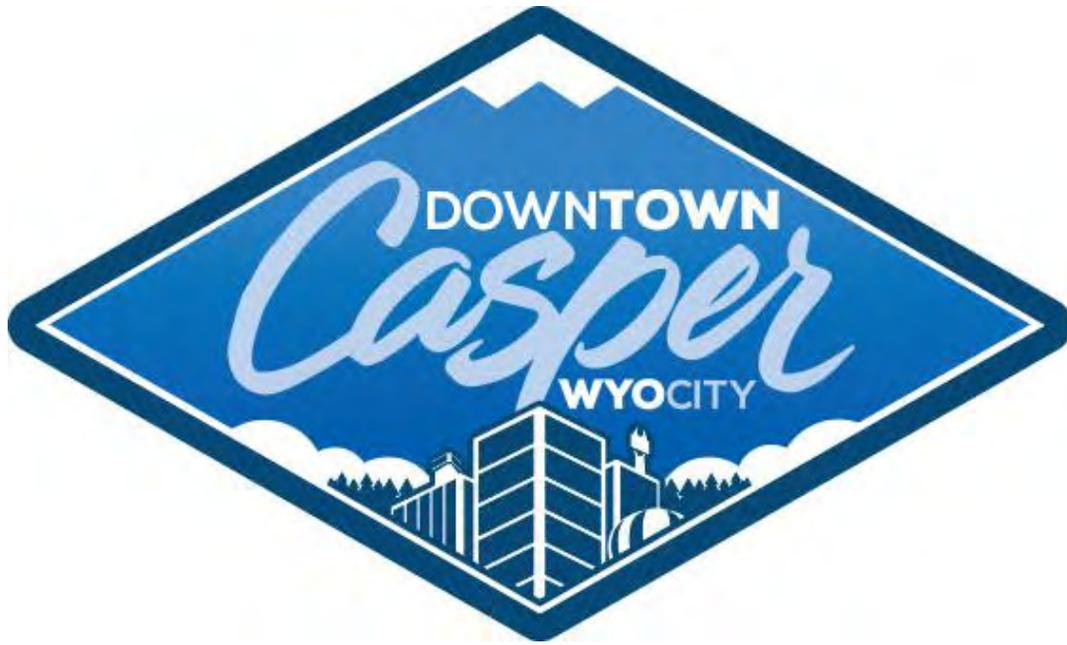
Summary:

The Downtown Development Authority is working towards developing an events-driven public plaza in Downtown Casper. The mission of the plaza is to enrich the community and its visitors by offering a central gathering place that hosts a wide variety of events and activities. This mission is to be accomplished through proposed objectives driven by several entities including the Downtown Development Authority, the Friends of the Plaza, the City of Casper, and the State of Wyoming. The plan includes redevelopment of roughly 47,000 square feet of property on the south side of West Yellowstone Street between David and Ash Streets within the City of Casper. This project calls for property acquisition, demolition, and site improvements that will result in the construction of a public plaza in this area, with suggested features including a band shell, splash pad, restrooms, and landscaping.

In accordance with Wyoming State Statute 15-9-208, the Plan of Development must be approved by the City Council by resolution. As outlined in State Statute, the Plan of Development is to indicate the involved parties, the area of development, and how the project works to accomplish the statutory mission of “halting or preventing blight in the district, while remaining consistent with the plans of the municipality as a whole, for the development or redevelopment of the designated district.”

The Planning and Zoning Commission provided a recommendation of support for the Plan of Development at a public hearing held on October 27, 2015. There were no public comments either for or against the proposed Plan of Development.

A resolution has been prepared for Council’s consideration.



# DOWNTOWN DEVELOPMENT — AUTHORITY —

Events-Driven Public Plaza Project 2015

Plan of Development

## Friends of the Plaza



### Action

To build a downtown events-driven public plaza in the heart of our community.

### Objective

- 1) Acquire necessary land
- 2) Donate all privately acquired land to the City of Casper
- 3) *Friends of the Plaza* clear site and construct all improvements
- 4) City leases land to *Friends of the Plaza* to operate and maintain plaza

### Purpose

The Downtown Development Authority is currently working to bring an events-driven public plaza to our community. The mission of the plaza is to enrich the community and its visitors by offering a central gathering place that hosts a wide variety of events and activities to build a stronger Casper. Additionally, the plaza will act as a catalyst for downtown development, attract local and regional tourists, bridge downtown and Old Yellowstone District, help retain current generations and attract the next generation; all while enhancing the quality of life for our community members.

Over the course of the last three years, the community leaders that comprise the DDA Board of Directors have studied several successful plazas throughout the region, all of which are being used as models. Billings, MT and Rapid City, SD are great examples of similar sized communities and climates that successfully operate events-driven plazas. In Wyoming, Buffalo and Cheyenne have plazas that are extremely well utilized and have become center pieces of their community. Plaza features like a band shell, water/splash pad, ice rink, bouldering field, and urban forest will be incorporated to ensure there are activities for all ages during all times of

the year. Already, dozens of civic groups, local musicians, artists, and numerous non-profits have approached us eager to participate in the process and utilize the plaza.

This plaza is much more than just a space; it is a well maintained and effectively managed outdoor entertainment venue and social hub for the community. Currently, over 200 events are planned the first year, resulting in hundreds of thousands of people gathered in our community's core. The ripple effect of a project of this magnitude will be felt socially, culturally, and economically for generations to come.

In order to complete a project of this magnitude, a total of 8.5 million dollars needs to be raised; 1 million of which is dedicated to an operational endowment. Operationally, the plan is for the plaza to be self-sustaining. This is achievable through our endowment in conjunction with community and corporate sponsors we will call the "Friends of the Plaza". Utilizing this successful model, "Main Street Square" in Rapid City has operated effectively for five years without seeking operating funds from the city or county.

Our capital campaign estimates prove realistic and achievable. In Rapid City, a single community leader donated 3.5 million to the project and the City matched his gift for a total project cost of 7 million. The generous donor did not offer his gift for glory or recognition, but because he saw the vision and knew this was a tool that would transform his beloved community. Once completed, the vision proved true. A downtown that previously had 17 vacant buildings now has zero, as new bars, restaurants, and shops migrated to the revitalized city center. A downtown that previously welcomed 100,000 unique visitors saw that unique visitor number triple to 300,000. The local economy swelled as 600,000 to 700,000 converged annually downtown to celebrate and support one another. In the words of Rapid City Mayor, Sam Kookier, "it's one of the best things that has ever happened to our downtown."

The Downtown Development Authority believes we can achieve the same results in Casper. In order to gauge interest and climate in Casper, a public survey was conducted with over 1,500 community members partaking. The result of the survey was an overwhelming 92.3% "YES" to the location and construction of this events-driven public plaza. Additionally, over 900 petition signatures were garnered from a door to door campaign, in only two weeks. A theme that was recurring in our community feedback was, "family, family, family...kids, kids, kids" with many respondents identifying the need for low cost or free family fun and entertainment. This project answers that request and then some.

The research has been carefully done, the planning has been thoughtfully implemented, and the community is ready. The time to execute on a transformative project that can change the face of our community for generations to come is now. The Downtown Development Authority, City of Casper, State of Wyoming, and the citizenry of Natrona County together, are working to build a stronger Casper and better Wyoming.

## **Plan**

### **Acquire necessary land**

All purchase agreements to acquire the necessary land have been reviewed and are ready to be executed. The necessary land for development located on the SW corner of W. Yellowstone and David Street, includes: (1) State office Building, (1) Privately owned parking lot, (1) Privately owned business, (1) City owned building, (1) City owned parking lot.

### **Relocation of State Office Employees**

As the State of Wyoming works to build a consolidated office building in Casper, the State Building Commission (SBC) agreed to dispose of the State office building on the plaza project site. However, in order to successfully acquire the necessary State building, the Plaza project must provide the State employees a comparable temporary office location at no additional cost to the State of Wyoming. (This item is addressed in greater detail later in this plan)

### **Donate land to the City of Casper**

Once acquired, all land not currently owned by the city will be donated back to the City of Casper. A donation agreement has been reviewed and agreed upon and is awaiting execution.

### **Construction and Improvements**

Once all land has been acquired, the *Friends of the Plaza* will clear the site of all buildings and lots and prepare for improvements. A local architect, along with the local engineering and design team, will prepare the site for all improvements, including but not limited to: band shell, water feature/splash pad, ice rink, movie screen, public restrooms, and landscaping.

### **Operations & Maintenance**

The plaza is not another park or green space; it is an actively managed and maintained civic entertainment venue. The *Friends of the Plaza* will be responsible for hiring staff to organize, manage, and maintain the plaza and all activities on the grounds. Staff will include: Executive Director, Event Manager, Event Coordinator, Administrative Tech, and Maintenance Personnel. Funding will come from private citizen's support and donation, as well as Corporate sponsors, Endowment interest, and event sales and income.

# Project Schedule

PROJECT PHASE	STARTING	ENDING
LOCATE TEMP OFFICE SITE	1.1.2015	6.15.2015
ACQUIRE NECESSARY LAND	1.1.2015	8.15.2015
DEMOLISH BUILDINGS	11.1.2015	3.1.2016
DESIGN	5.1.2015	3.1.2016
CONSTRUCTION	3.10.2016	11.15.2016
OPENING DAY	11.15.2016	11.15.2016



## Why

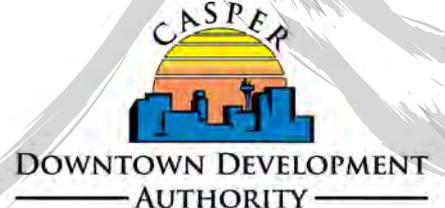
As our community grows and changes, there is no one magic solution to answer all of the challenges and shortfalls we as a community are faced with; however, a project that recognizes and addresses many of them is a step in the right direction. We believe the downtown public plaza is that project which can enhance the quality of life, provide family-friendly fun at no or low cost, enhance sales tax generation, promote redevelopment and new development efforts in the downtown core, bridge the generational gap, capture more of the pass through tourism market, and celebrate our community for generations to come.





# CASPER DOWNTOWN PLAZA

**ENHANCING, REVITALIZING AND CELEBRATING OUR COMMUNITY**



# WOULDN'T IT BE NICE...

To not have to leave town to enjoy an outdoor concert

To watch your children laugh and play in a splash pad

To have a safe place to gather and enjoy public life

To ice skate under the stars

To try new cuisine

To rock climb in the heart of Casper

To include an outdoor movie in your date night

To enhance your shopping experience in Downtown Casper

To see the full potential of a thriving downtown

**PLAZAS ARE TIME-HONORED  
PLACES AROUND WHICH WHOLE  
NEIGHBORHOODS AND CITIES IN  
EVERY CULTURE HAVE DEVELOPED.**

**A MOVEMENT IS NOW AFOOT  
TO RE-ESTABLISH PUBLIC PLAZAS  
AS MAJOR DESTINATIONS  
WHERE CIVIC LIFE FLOURISHES.**

## PUBLIC PLAZA

### MISSION

To enrich the community and its visitors by offering a central gathering place that hosts a wide variety of events and activities to build a stronger Casper.

### PURPOSE

- Catalyst for Downtown Development
- Local and Regional Tourist Attraction
- Bridge Downtown and Old Yellowstone District
- Create Outdoor Venue and Public Space
- Retain Current Generation
- Attract Next Generation
- Enhance Local Quality of Life



**POTENTIAL REVENUE**

**6 million dollars, a 25% increase in taxable sales generated downtown in one year.**

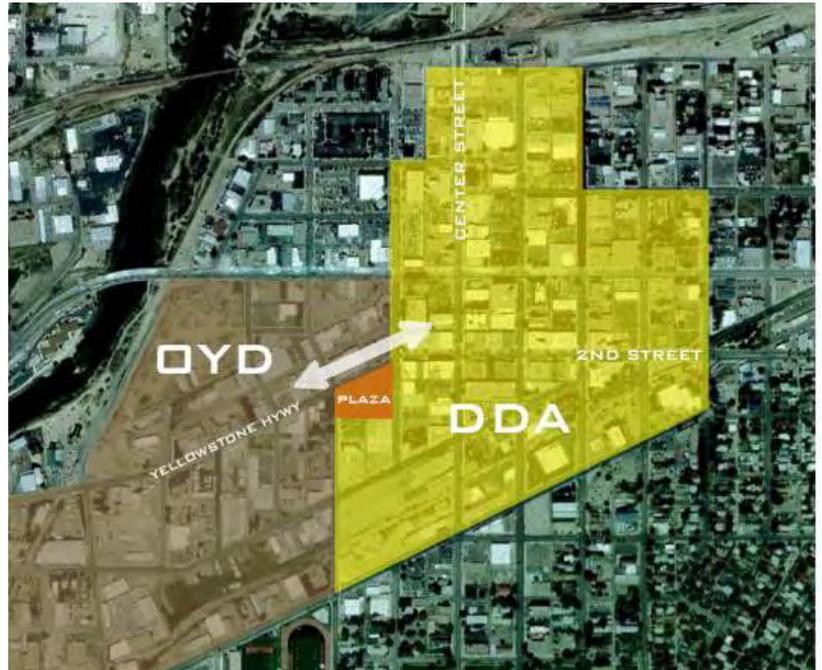


*I've seen first hand in other communities like Rapid City, SD and Fort Collins, CO how this events-driven plaza will give our downtown the opportunity to become the thriving, exciting, and vibrant place that Casper and its people deserve.*

*- Mike Stepp, Owner - Donells Candies*



**A strategic location to connect the Old Yellowstone District and Downtown Casper**



**MAIN FEATURES**

- Performance Stage
- Lawn Seating
- Ice Rink
- Splash Pad
- Bouldering Field
- Urban Forest
- Restrooms
- Info Kiosks





## IMPACT

More than  
**200** Events  
Per Year  
and over  
**300,000**  
Unique  
Visitors

*Estimated*

# ECONOMIC IMPACT STUDIES

The economic benefits of farmers markets, long discussed anecdotally, have been the subject of numerous studies. The following are highlights from some of these studies on the direct and indirect economic impacts of public markets and farmers markets:

- In a 2002 survey, customers from a variety of indoor and open-air markets around the country, discovered that 60% of market shoppers also visited nearby stores on the same day; of those, 60% said that they visited those additional stores only on days that they visit the market.
- A 2006 study on farmers markets in the Canadian province of Ontario confirms these findings, showing that an overwhelming majority of farmers market customers also patronize at least one other nearby store on their way to or from the market, with many visiting two or more stores in the same trip.

[pps.org/reference/measuring-the-impact-of-public-markets-and-farmers-markets-on-local-economies](https://pps.org/reference/measuring-the-impact-of-public-markets-and-farmers-markets-on-local-economies)



## POTENTIAL USES

Festivals  
 Concerts  
 Markets  
 Fundrasiers  
 Events  
 Weddings  
 Outdoor  
 Movies



Development costs include land acquisition, site preparation, design and construction.

Plaza Development - \$7,500,000  
 Operational Endowment - \$1,000,000

*Estimated*



## COST



## OPERATIONS

Jobs Created - 6  
 Expenses - \$500,000  
 Revenue - \$500,000

*Annual Estimate*

Revenue will be generated by events, the ice skating rink, community and corporate donors, and the endowment interest.

## THE DEPOT, CHEYENNE, WY

Population: 62,448

Sq Miles: 21.1

Median Income: \$54,901

Median Age: 36.5



## CASE STUDY CHEYENNE, WY

In 1993 the Union Pacific donated the building to the City of Cheyenne and Laramie County, and stabilization of the building was begun a year later. Since then, the building has undergone various stages of an extensive rehabilitation project. The first floor now houses the Cheyenne Depot Museum and a brewpub/restaurant. The upper levels house offices for various city and private concerns related to tourism, economic development and the museum.

The Depot Museum and Plaza have become the cultural and entertainment hub of Downtown Cheyenne, striving to provide educational programming and weekly recurring events in conjunction with the City of Cheyenne that enrich the community. The Cheyenne Depot Museum is a private 501c(3) nonprofit organization working to maintain the National Historic Landmark structure known as the Historic Union Pacific Cheyenne Depot with 12 Board Members. They receive no City, State, or Federal operational funding, and as such rely on the support their members, event patrons, museum visitors, and contributors to help generate funding to ensure the proper care and maintenance of the building.

The Cheyenne Depot Museum Foundation is a tax exempt, non-profit foundation established to create and administer a permanent endowment for the future support and expansion of the Cheyenne Depot Museum.



*The Depot has more than 52 events scheduled for the 2015 season*



# CASE STUDY RAPID CITY, SD

## DOWNTOWN RAPID CITY'S MAIN STREET SQUARE

Population: 70,812

Sq Miles: 44.6

Median Income: \$44,626

Median Age: 36



**2006 brought a vision to Rapid City.** Downtown needed a defining icon; an active gathering place for the entire community; a family-friendly attraction with entertainment for all ages; an outdoor venue for art, music and other events; and a critical mix of businesses for shopping and dining. The vision brought the ability to enrich the community and its visitors by offering a central gathering place that hosts a wide variety of events and activities to build a stronger Rapid City.

In 2009, a parking lot at the northeast corner of Sixth and Main streets in Downtown Rapid City was identified as the perfect location. Through a donation of a community member and match by the city, Main Street Square opened in October of 2011.

In 2014, there were 200+ events booked at Main Street Square, events like Skate Parties, Easter Egg Hunts, Concerts, Carnivals, Art Walks, Car Shows and many other celebrations. Events like this have attracted nearly 700,000 people to The Square, tripled downtown unique visitor numbers, and increased desirability of store fronts downtown, where there are now no vacancies.

The square is continually changing with visual landscapes through public art sculptures and the many community members and visitors that frequent the square daily.



*"It's one of the best things that's ever happened to our downtown"*

- Mayor Sam Kookier,  
Rapid City, SD

*\*\* There are 5 other communities looking at Rapid City for guidance for building a public plaza.*

## DOWNTOWN BUFFALO'S CRAZY WOMAN SQUARE

Population: 4,638

Sq Miles: 3.53

Median Income: \$53,750

Median Age: 42.2



## CASE STUDY BUFFALO, WY

**Buffalo turned a local tragedy into a place where the community could gather and enjoy small town life.** In 1988, the business where the square is now located caught fire. The lot sat vacant for years, until it was purchased by the city to be used as a public space.

In 2008 The Downtown Development Plan proposed improvements for this area. This plan turned a once vacant lot into a vibrant, community oriented public square. 2012 was a pivotal year for the project. Two grants from the Wyoming Business Council, plus funding from the city and the county funded the enhancement's, included restrooms, a stage, beautiful landscaping, creative sidewalks, murals, lighting, and sculptures.

In 2014, there were 61 original events booked at Crazy Woman Square, events like Longmire Day's, Farmer's Markets, Oktober fest, BBQ's, Customer appreciation dinners, weddings, family reunions, and many other events are booked with the Chamber on a daily basis. Additionally, on any given day there are adults and children enjoying the picnic tables and outdoors all day long. Each year the square continues to grow with additional sculptures, public parking, and walkways.



*"The revitalization of Crazy Woman Square is a great asset to the City of Buffalo."*

- Mayor Michael Johnson,  
Buffalo, WY



# CASE STUDY MISSOULA, MT

## CARAS PARK, MISSOULA, MT

Population: 69,122

Sq Miles: 23.8

Median Income: \$42,134

Median Age: 31.1



© Shanna Forlano



**Caras Park used to be under water when the river ran right up against the Historic Wilma Theatre.** Over the years, it has evolved into Missoula's premiere Town Square...a place for our community to gather for special events, a place to engage with our neighbors, a place to celebrate all that Missoula has to offer.

Events in Caras Park became a reality in the early 1980s with the Montana Rep Riverfront Summer Theatre, and the introduction of Out to Lunch in 1986. Caras park has undergone many upgrades since its opening in 1980, most of these upgrades have been funded through community donations.

In 2014, Caras Park hosted 101 events with more than 165,000 attendees in only 13 weeks of the year. The park is currently in the process of expanding those events into the winter months. In order to accomplish this, many upgrades must be made to the facilities, such as adding underground infrastructure for an ice rink and public restrooms that do not need to be winterized yearly.



*"Caras Park draws many events to downtown Missoula. It has been our city's center for more than 30 years."*

- Tom Aldrich, Operations Coordinator for Downtown Missoula Partnership



## FAQ'S

### **WHAT IS THE CASPER DOWNTOWN PLAZA?**

The Casper Downtown Plaza is a proposed events-driven public gathering space for our community that the Downtown Development Authority plans to begin constructing in the Fall of 2015. The plaza will be built on the South side of W. Yellowstone between David and Ash Streets. Land acquisitions will include three building and two parking lots.

### **WHAT WILL BE IN THE PLAZA?**

Plans for the Plaza include seating areas, water features with children's play areas, performance stage, bouldering rocks, outdoor movie screen, winter ice skating rink, concession stands, and public restrooms. Lighting, water, electricity, and sound are incorporated into the plans to allow the space to be used for community events.

### **HOW MUCH DO WE NEED TO RAISE?**

The Downtown Development Authority estimates the need to raise 8.5 million dollars, which includes all land acquisition, design, construction, and an operational endowment.

### **WHERE DOES THE MONEY GO?**

The Downtown Development Authority is in the process of applying for a separate 501c3. This newly created Non-Profit organization would oversee the plaza and manage all operations.

### **HOW DO I DONATE?**

Review our recognition options and then complete a donation form and submit it to the Downtown Development Authority with your payment.

### **CAN I MAKE A PLEDGE AND PAY LATER?**

If your donation is for \$1,000 or more, we are happy to accept a pledge. Just complete our donation form to let us know when you would like to be invoiced. For donations under \$1,000, we do not have a pledge option.

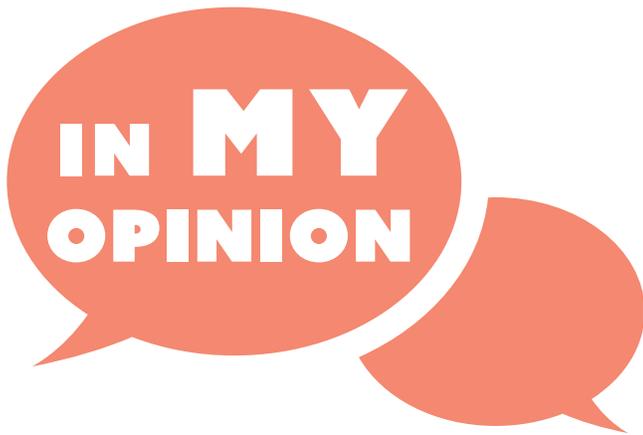
### **IS MY DONATION TAX DEDUCTIBLE?**

Yes. The Wyoming Community Foundation is an established 501c3 and will provide you with your receipt for tax purposes. The DDA has teamed up with the Wyoming Community Foundation which also allows donations for this project to be tax deductible.

### **HOW WILL I BE RECOGNIZED FOR MY DONATION?**

Please refer to the donor recognition chart for specific donation amounts.





*"I didn't realize how vital a thriving downtown is until I became a merchant down here. The Plaza gets me excited because of the potential it brings to Downtown Casper."*

**- *Michell Kaul*, Owner - Girl In Air**

*"The plaza will drive events to the center of Casper and join the Old Yellowstone District and Downtown. Those are both great things."*

**- *Louis Taubert*, Downtown Business Owner**

*"Even with our focus on infrastructure and primary job development, we realize that we cannot succeed without a broad based quality of life for our citizens. By partnering with the DDA in the construction of the plaza we all can continue to grow our community in a diverse and vibrant way."*

**- *Bill Edwards*, President and CEO, CAEDA**

*"The downtown plaza is a generational project. It will impact Casper for generations to come"*

**- *Lisa Burridge*, Downtown Business Owner**

*"Wyoming Food for Thought Project is proud to support the Public Plaza. We believe in the power of community and this plaza will give everyone avenues to come together and celebrate our diversity and humanity."*

**- *Jamie Purcell*, Executive Director**

Wyoming Food for Thought Project

*"I am really excited about the new projects to rebuild and enhance our downtown district. As a musician, I am especially excited about the band stand that will provide a much needed venue for all of the incredible talent we have here in Casper. This Downtown Plaza is another wonderful addition for our families and community. I believe in this project and feel it is a vital addition to our ever growing community."*

**- *Diane Lynn*, Local Musician**

*"Community events, such as Longmire Days, Crazy Days and Nights, Oktoberfest, and others, have had an amazing economic impact for Buffalo. Other community activities, like the farmer's market, free health classes, and live entertainment, have provided a great opportunity for locals and guests to enjoy the wonderful hospitality that Buffalo has to offer."*

**- *Mayor Michael Johnson*, Buffalo, WY**

## **DOWNTOWN DEVELOPMENT AUTHORITY BOARD MEMBERS**

Kevin Hawley	Executive Director	Downtown Development Authority
Charles Walsh	Chairman	The Wolcott Galleria
Brian Scott Gamroth	Vice Chairman	Townsquare Media- Radio Host
Brandon Daigle	Secretary	MOA Architecture
Brettnee Tromble	Treasurer	First Interstate Bank
Charlie Powell	DDA Board Member	Mayor/Central Wyoming Counseling Center
Sona Rummel	DDA Board Member	Commissary Mall, Absolute Fitness and Blush Bridal
Lisa Burridge	DDA Board Member	Lisa Burridge & Associates Real Estate
Scott Murray	DDA Board Member	Scott Murray Law
John Johnson	DDA Board Member	JRG Restaurants
Louis Taubert	DDA Board Member	Lou Taubert's Ranch Outfitters
Peter Fazio	DDA Board Member	Eggingtons

## **CONTACT**

Downtown Development Authority  
(307)235-6710, [admin@downtowncasper.com](mailto:admin@downtowncasper.com)  
234 S. David, Casper, WY 82601

**Kevin Hawley**  
CEO  
[ceo@downtowncasper.com](mailto:ceo@downtowncasper.com)

**Lindsey Svejksky**  
Project Coordinator  
[projects@downtowncasper.com](mailto:projects@downtowncasper.com)

# **WHERE WYOCITY GETS TOGETHER**

**FOR MUSIC  
FOR FESTIVALS  
FOR SHOPPING  
FOR PLAYING  
FOR EDUCATION**

## State Office Building



### Action

To build a downtown events-driven public plaza in the heart of our community.

### Objective

- 1) To acquire the State owned office building located at 226 S. David Street to proceed with the downtown events-driven public plaza project.
- 2) To temporarily house the State of Wyoming office staff in an adequate office space with similar amenities to their current operation, at no additional cost to the State above current expenses.
- 3) To proceed with the construction of both the downtown plaza and the consolidated state office building concurrently, avoiding a delay in the plaza project of nearly five years.

# History

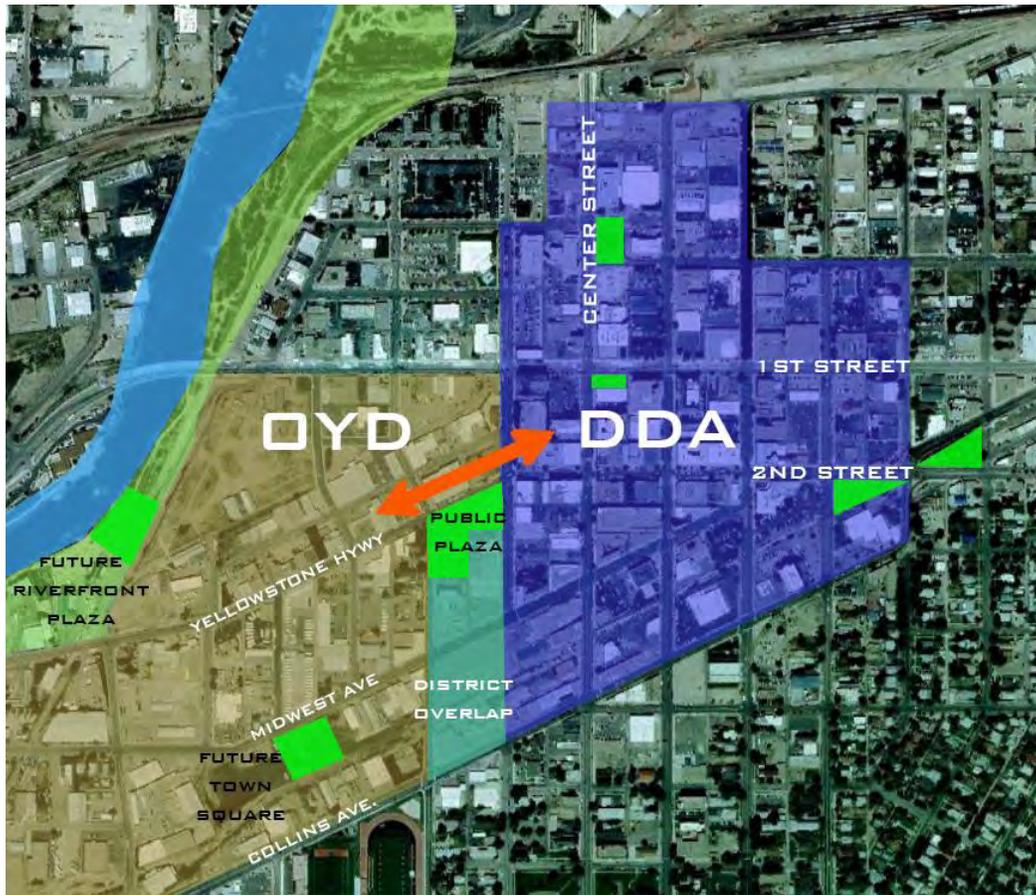
## Plaza

In 2013 the city of Casper hired **Crandall Arambula PC** to assess the needs of downtown Casper. The purpose of this was to develop a publicly supported vision that identified essential items that would foster and sustain growth and prosperity in our community. This plan was developed over an eight month process through meetings with the community, elected officials, steering committee and stakeholders. There were several goals that were established, one of which was to create memorable public gathering spaces. The initial plaza was a component of a downtown hotel and convention center. Sadly, the hotel and convention center was not achievable but the plaza remained viable. The DDA Board of Directors, while modeling a successful plaza design and implementation in Rapid City, South Dakota, actively pursued the next steps to bring an events-driven public plaza to the heart of our community.

## State Office Building

The State of Wyoming has a plan to consolidate several aged State facilities throughout Casper into one State office building. Although a significant amount of groundwork has been accomplished on this project, the proposed timeline of completion is roughly three years away. The three year timeline, coupled with a two year timeline for the plaza project, would push our events-driven community plaza project nearly five years out. The DDA worked with the City of Casper and the State of Wyoming to devise an acceptable plan to proceed with both projects concurrently. The State agreed that it would dispose of the property located at 226 S. David ahead of schedule, at fair-market value to the DDA, on the condition that a comparable and adequate location was provided, at no additional cost, to the State of Wyoming. The term of the agreement spans from the time of disposition of 226 S. David, to occupancy of the new consolidated state office building.





## Purpose

The site of the events-driven public plaza has been identified in two independent studies as the optimum location to create a memorable public gathering place in the city of Casper. The location is within one block of the downtown public parking garage and adjacent to an additional, although private, downtown parking structure. The location is in the middle of where the established central business district meets the up and coming Old Yellowstone District, a designated Urban Renewal area. The downtown plaza will stimulate the economy with sales tax generation, increased property values, redevelopment of current buildings, and new development of land in the "OYD." The plaza, with over 200 events per year and 300,000 annual visitors, conservatively can result in an estimated sales tax increase in the central business district of 25% or 6 million dollars in the first year. Additional benefits include: increased capture of pass through tourism, enhanced business recruitment, retention and expansion, as well as providing an outdoor civic space to celebrate our community and enhance our quality of life.

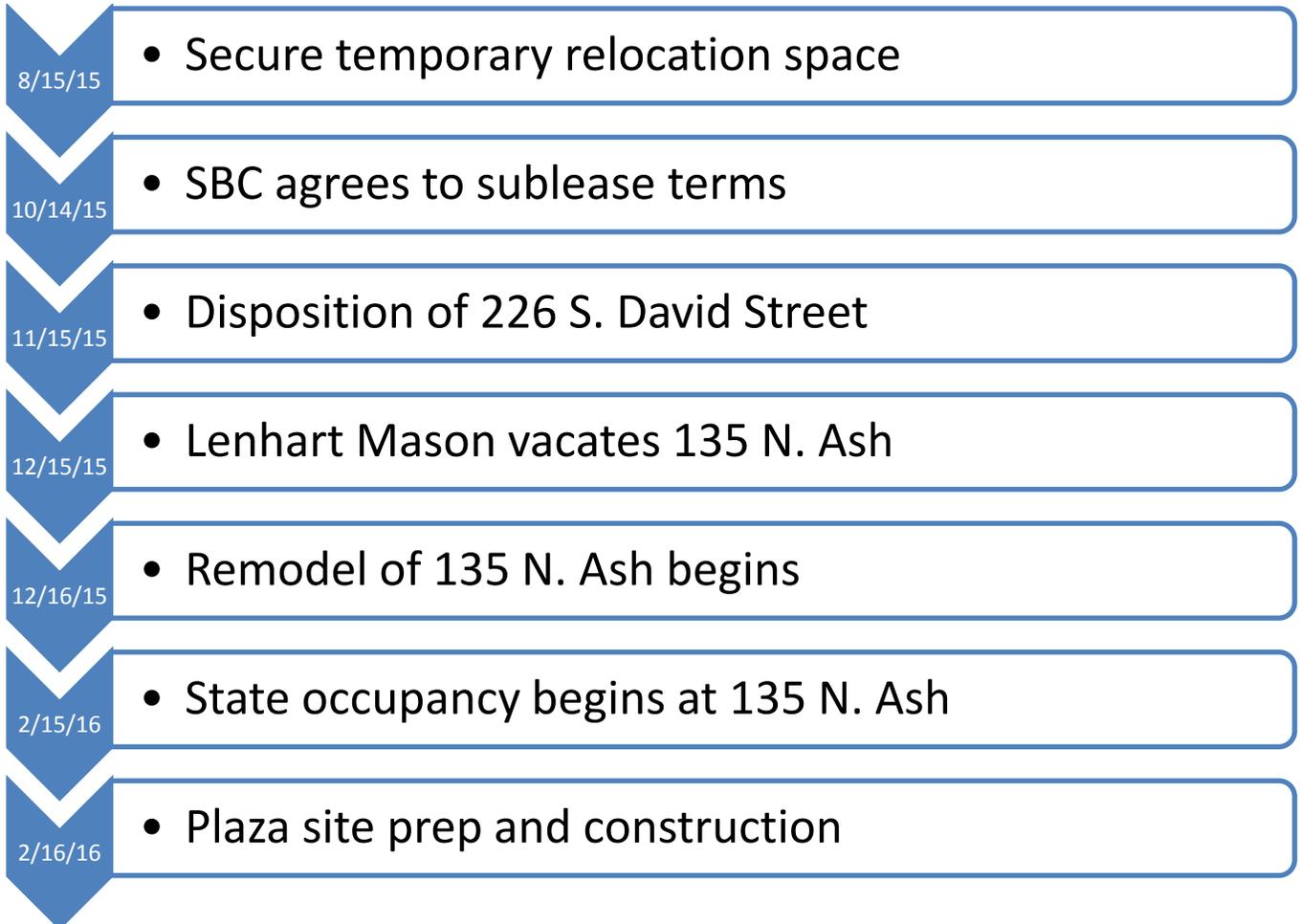


## Plan

The DDA was presented an opportunity by the City of Casper, who was aware of the State of Wyoming relocation needs, and was asked if a property they were interested in purchasing would meet the needs of the State of Wyoming. After reviewing the property, it became evident that all needs could be met between all parties at this location. The DDA presented this option to the State Building Commission who felt comfortable with the plan. The City agreed to lease the property to the DDA for a term of three years for a total sum of \$350,000. The DDA would then sublease the property to the State of Wyoming, at no cost, per the original agreement to dispose of the property at 226 S. David.

As the sub-lessor, the DDA would be responsible for all costs to furnish and install tenant improvements needed to accommodate the State of Wyoming, as well as all utilities, security, IT, data, and cleaning/janitorial, at no cost to the State of Wyoming or City of Casper. The DDA shall pay all costs associated with this relocation and lease from their public plaza fundraising campaign.

## Office Relocation Schedule





## Why

When asked would the Downtown Development Authority would be willing to raise additional fundraising dollars to pay for the temporary relocation of the State of Wyoming, the answer was simple: "Yes." The DDA believes the community of Casper simply cannot wait an additional five years for a plaza or for the tremendous activity and revitalization it will bring to our community. Additionally, with the escalating costs of construction, we believe any additional funds we may spend today for the temporary relocation portion of our project, would still be realized or added to in future costs of land acquisition and construction in three to five years. The reality is, the State of Wyoming did not have to agree to move to allow for this great community project to proceed. However, the State of Wyoming recognized the impact a project of this magnitude would have on Casper and agreed to temporarily relocate, as long as they did not realize any additional costs to do so and were held harmless. The Downtown Development Authority is extremely grateful to the State of Wyoming, City of Casper, and our private donors for allowing this great community project to become a reality today, instead of years from now or not at all.





# Casper Downtown Development Authority

November 21, 2014

Ian Catellier  
Department of Administration and Information  
Construction Management  
700 West 21st Street  
Cheyenne, WY 82002

Dear Mr. Cattellier;

The Board of Directors and staff of the Casper Downtown Development Authority (DDA) are enthused to hear about the recent approval of a Level I & II study pertaining to the construction of a new State office building in Casper. The City of Casper, downtown stakeholders, and community members are extremely passionate about the rejuvenation of our downtown and believe that the proposed state building is a critical component to the future development of downtown and on-going success of our community. We also realize that one building is not the answer to the transformation of our beautiful downtown. The Casper DDA is working in conjunction with the City of Casper and dozens of civic groups on an events-driven public plaza in the heart of downtown that would join the Urban Renewal area of the Old Yellowstone District with the current downtown central business district. A portion of the optimal site selected for this plaza is located at 226 S. David and is currently utilized as a State Data Center.

Although we are excited for the newly proposed State office building, the concern of the DDA, City of Casper, and community is that the planning and construction of this project could result in a ribbon-cutting that has the potential of being four years or more in the making. If that were the case, the one and half year project timeline for the downtown plaza would put our project over five years out. Casper simply cannot wait five years for a project of this magnitude targeted to transform the direction of our community, as well as the functionality and redevelopment of downtown.

The DDA requests that you afford us the opportunity to research options that could allow for both projects to move forward and succeed concurrently. With the help of the State, I am confident that we can find a solution and move forward for the betterment of our great community. I would ask for your help and cooperation in determining the needs, if it were deemed necessary, for a temporary office site for the call center mentioned above, located on the corner of W. Yellowstone & David Street.

Most sincerely,

Kevin Hawley  
DDA Executive Director

DDA Board of Directors Members: Charles T. Walsh, Brian Scott Gamroth, Louis Taubert, Lisa Burrige, Pete Fazio, Charlie Powell, Scott Murray, John Johnson, Sona Rummel, Brettnee Tromble, Brandon Daigle.

	2016												2017												2018															
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUL	AUG			
<b>State office schedule</b>																																								
Level 1 & II Study																																								
1 Year																																								
Level II Design																																								
Design & Estimates																																								
Level III - approval																																								
1 Year																																								
Bidding & Contracts																																								
3 months																																								
Construction																																								
1 year, 6 months																																								
Completion																																								
Owner Occupancy																																								

	2016												2017												2018															
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUL	AUG			
<b>DDA Plaza schedule</b>																																								
Locate temp office site																																								
Acquire necessary land																																								
Demolish buildings																																								
Design																																								
Construction																																								
Opening Day																																								
Relocate State Call Center																																								
2/1/2016 - 8/31/ 2018																																								
(30 mnths)																																								

Total Solar Eclipse

RESOLUTION NO. 15-300

A RESOLUTION APPROVING THE PLAN OF DEVELOPMENT BY THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE DOWNTOWN EVENTS-DRIVEN PUBLIC PLAZA PROJECT.

WHEREAS, the Downtown Development Authority has drafted a Plan of Development for the Downtown Events-Driven Public Plaza Project; and,

WHEREAS, the Planning & Zoning Commission recommended approval of the Plan of Development at a public hearing held on October 27, 2015; and,

WHEREAS, W.S. § 15-9-208 requires that the Plan of Development be approved by the City Council by resolution; and,

WHEREAS, the City Council finds that there is a need to prevent the growth of blighted areas and prevent the deterioration of property values in Downtown Casper; and,

WHEREAS, the City Council finds that the Plan of Development is consistent with the sound needs and plans of the City of Casper; and,

WHEREAS, the City Council finds that the Plan of Development will afford maximum opportunity for the development of the public plaza by the Downtown Development Authority and private enterprise; and,

WHEREAS, the City of Casper desires to approve said Plan of Development.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That City Council hereby approves the Plan of Development by the Downtown Development Authority for the Downtown Events-Driven Public Plaza Project.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be "J. M. Casper", written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Tracey L. Belser  
City Clerk

---

Charlie Powell  
Mayor

**PRAIRIE PARK ESTATES NO. 3  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 30<sup>th</sup> day of September, 2015 by and between the following parties:

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

2. Red Butte, LLC, 506 Shoshoni Street, Cheyenne, Wyoming 82009 ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lots 10A, 10B, 11A, 11B, and 28, Block 8, and Lots 12A, 12B, 13A, 13B, 14A, and 14B, Block 12, Prairie Park Estates No. 2 to create Prairie Park Estates No. 3.
- C. A plat of Prairie Park Estates No. 3 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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



2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and



striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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



sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

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

**2.7 Retaining Walls and Fences:**

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

**2.8 Water and Sewer:**

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

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



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



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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. The individual lots located in Prairie Park Estates No. 3 that are labeled as "A" and "B" lots are proposed to accommodate either a single-family residential home, utilizing both lots in combination, or a twinhome, with a single dwelling unit located on each lot. Individually, the "A" and "B" lots do not meet the City's minimum lot size requirement, and are therefore, tied together in groups of two, with both lots together considered to be a single parcel.
- b. Lots labeled as "A" and "B" lots shall not be developed separately. No building permit shall be issued for any structure that does not include both the "A" and "B" portions of the lot.
- c. The Quivera River Road extension street stub, located north of Rogue River Road, shall be constructed at the same time that Lot 12 and Lot 14, Block 12, Prairie Park Estates No. 3 are developed.



### SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

### SECTION 4 - REMEDIES

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

### SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically

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

- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal



Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Red Butte, LLC  
506 Shoshoni Street  
Cheyenne, Wyoming 82009

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

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

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

APPROVED AS TO FORM:

Wilbur Trumble

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Tracey L. ~~Beiser~~  
Clerk

Charlie Powell  
Mayor

WITNESS:

OWNER  
Red Butte, LLC

By: Bobby Allbaugh

By: [Signature]

Printed Name: Bobby Allbaugh

Printed Name: William J. Edwards

Title: Project Manager

Title: Manager

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by Charlie Powell as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 30<sup>th</sup> day of September, 2015 by William J. Edwards as the Manager of Red Butte, LLC.

(Seal, if any)



Julianne Randall  
(Signature of notarial officer)

Notary  
Title (and Rank)

[My Commission Expires: 5-1-2018]

ORDINANCE NO. 27-15

AN ORDINANCE APPROVING THE PRAIRIE PARK ESTATES NO. 3 SUBDIVISION AGREEMENT AND THE FINAL PLAT OF PRAIRIE PARK ESTATES NO. 3, COMPRISING 1.14 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of Prairie Park Estates No. 3 (the "plat"); and,

WHEREAS, the plat consists of previously platted land described as Lots 10A, 10B, 11A, 11B, and 28, Block 8, and Lots 12A, 12B, 13A, 13B, 14A, and 14B, Block 12, Prairie Park Estates No. 2; and,

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

WHEREAS, the plat requires approval by ordinance following a public hearing because it affects public right-of-ways; and,

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

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Prairie Park Estates No. 3 Subdivision Agreement.

SECTION 2:

That the final plat of Prairie Park Estates No. 3 is hereby approved under terms and conditions of the Prairie Park Estates No. 3 Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 20<sup>th</sup> day of October, 2015.

PASSED on 2nd reading the 3<sup>rd</sup> day of November, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

ORDINANCE NO. 28-15

AN ORDINANCE AMENDING SECTIONS 15.04.040 AND 15.04.090, AND ADOPTING INTERNATIONAL BUILDING CODE ~~2012~~ **2015** EDITION.

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

Section 1:

Section 15.04.040 of the Casper Municipal Code is hereby amended to read as follows:

There is adopted by the city for the purpose of prescribing regulations for minimum standards, to safeguard life, health, property and public welfare that certain suggested code known as International Building Code, ~~2012~~ **2015** Edition, and except such portions as are hereinafter modified, deleted or amended by this chapter, not less than three copies of which have been and are now filed in the office of the city clerk, and the same are adopted and incorporated as fully as if set out at length herein and from the date on which the ordinance from which this chapter is derived shall take effect the provisions thereof shall be controlling within the limits of the city.

Section 2:

The reference to the 2012 Edition of the International Building Code in Section 15.04.050 of the Casper Municipal Code, is hereby amended to read ~~2012~~ **2015** Edition.

Section 3:

Section 15.04.110 of the Casper Municipal Code is hereby amended to read as follows:

Section 15.04.110 Paragraph 1301.1.2 added--Energy Efficiency.

Paragraph 1301.1.2 is added to Section 1301 to read as follows:

A Comcheck Compliance Report using the ~~2012~~ **2015** the International Energy Conservation Code shall be submitted with the proposed building plans for the building envelope only at the time of application for review and comment. The Comcheck Compliance Report will be required for all occupancies within ~~2012~~ **2015** International Building Code except for S-1, S-2, F-1, F-2 and U occupancies.

Section 4:

Section 15.04.120- Section 903.3 amended- Automatic Sprinkler System

Section 903.3 is amended to add paragraph ~~903.3.1~~ **903.1.2** which shall read as follows:

An automatic fire sprinkler system shall be installed when the fire flow requirements exceed 2500 gallon per minute, as determined by Appendix B, International Fire Code, ~~2003~~ **2015** Edition.

Section 6:

Section 15.04.140- Section ~~1510.4, Subparagraph 3, amended Recovering versus replacement.~~,  
**1511.3.1 Roof Recover.**

Amend Section ~~15.10.4, Subparagraph 3,~~ **1511.3.1 Roof Recover, and add Subparagraph 5,** to read as follows:

~~1510.3.~~ **1511.3.1, Asphalt Shingle Application-** Not more than one overlay of asphalt shingles shall be applied over an existing asphalt shingle roof.

Section 6:

If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 7:

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

PASSED on 1<sup>st</sup> reading the 20<sup>th</sup> day of October, 2015.

PASSED on 2<sup>nd</sup> reading the 3<sup>rd</sup> day of November, 2015.

PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

Walter Terndrup

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

ORDINANCE NO. 29-15

AN ORDINANCE AMENDING CHAPTER 15.02 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE ~~2012~~ **2015** INTERNATIONAL RESIDENTIAL BUILDING CODE FOR ONE AND TWO FAMILY DWELLINGS, WITH AMENDMENTS.

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

SECTION 1:

Section 15.02.020 of the Casper Municipal Code is hereby amended to read as follows:

Section 15.02.020. Document adopted by reference-Applicability.

There is hereby adopted by the city for the purpose of prescribing regulations for minimum standards, to safeguard life, health, property and public welfare that certain suggested code known as the ~~2012~~ **2015** International Residential Code for one and two family dwellings, and the whole thereof, with the exception of Part V, Titled Mechanical, more specifically chapters, chapter 12 through 23, Part V, titled Fuel Gas, more specifically chapter 24, part VII, titled Plumbing, more specifically Chapters 25 thru 33, Part VIII, titled Electrical, more specifically Chapters 34 thru 42, which are hereby repealed, and except such portions as are hereinafter modified, repealed or amended by this chapter, not less than three (3) copies which have been and are now filed with in the office of the community development director, and the same are adopted and incorporated as fully as if set at length herein and from the date on which the ordinance from which this chapter is derived shall take effect the provisions thereof shall be the controlling within the limits of the city.

SECTION 2:

The reference to “~~2012 edition~~” in Section 15.02.030 of the Casper Municipal Code is hereby amended to read “**2015 edition.**”

SECTION 3:

Section 15.02.110 of the Casper Municipal Code is hereby amended to read as follows:

Section ~~501.3~~ **R302.13**, Fire Protection of Floors – Deleted in its entirety.

SECTION 10:

Section 15.02.120 of the Casper Municipal Code is hereby deleted in its entirety.

~~Section 15.02.120. Section R907 amended Reroofing.~~

~~Section R907.3, Subparagraph 3, is replaced and created to read as follows:~~

~~Not more than one overlay of asphalt shingles shall be applied over an existing asphalt shingle roof.~~

SECTION 4:

If any, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5:

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

PASSED on 1<sup>st</sup> reading the 20<sup>th</sup> day of October, 2015.

PASSED on 2<sup>nd</sup> reading the 3<sup>rd</sup> day of November, 2015.

PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

ORDINANCE NO. 30-15

AN ORDINANCE AMENDING SECTIONS 15.20.020 AND 15.20.030 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE ~~2012~~ **2015** EDITION OF THE INTERNATIONAL MECHANICAL CODE.

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

Section 1.

The reference to the 2012 International Mechanical Code contained in Sections 15.20.020 and 15.20.030 of the Casper Municipal Code is hereby amended to read “~~2012~~ **2015** Edition”.

Section 2.

If any, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance

Section 3:

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

PASSED on 1<sup>st</sup> reading the 20<sup>th</sup> day of October, 2015

PASSED on 2<sup>nd</sup> reading the 3<sup>rd</sup> day of November, 2015

PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charlie Powell  
Mayor

ORDINANCE NO. 31-15

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 15.24 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE ~~2012~~ 2015 EDITION OF THE INTERNATIONAL PLUMBING CODE.

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

Section 1.

The reference to the 2012 International Plumbing Code contained in Sections 15.24.010 and 15.24.020 of the Casper Municipal Code is hereby amended to read “~~2012~~ 2015 Edition”.

Section 2.

The reference to UPC contained in Section 15.24.030 is hereby amended to read International Plumbing Code.

Section 3.

Section 15.24.130- Section ~~306~~—amended- Sewer Depth, is hereby amended to read Section **305.4.1.**

Section 3:

If any, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4:

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

PASSED on 1<sup>st</sup> reading the 20<sup>th</sup> day of October, 2015.

PASSED on 2<sup>nd</sup> reading the 3<sup>rd</sup> day of November, 2015

PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

ORDINANCE NO. 32-15

AN ORDINANCE AMENDING SECTIONS 15.18.010 AND 15.18.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE ~~2012~~ **2015** EDITION OF THE INTERNATIONAL FUEL GAS CODE.

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

Section 1.

The reference to the 2012 International Fuel Gas Code contained in Sections 15.18.010 and 15.18.020 of the Casper Municipal Code is hereby amended to read "2012 **2015** Edition."

Section 2.

If any, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3:

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

PASSED on 1<sup>st</sup> reading the 20<sup>th</sup> day of October, 2015.

PASSED on 2<sup>nd</sup> reading the 3<sup>rd</sup> day of November, 2015.

PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_ day of \_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

ORDINANCE NO. 33-15

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING CREATING THE BETTY LUKER PARKWAY CAMPUS NO. 3 SUBDIVISION; AND ALSO APPROVING THE BETTY LUKER PARKWAY CAMPUS NO. 3 SUBDIVISION AGREEMENT

WHEREAS, Steven and Paulette Carlson, Trustees under the Steve and Polly Carlson Revocable Trust Dated June 15, 2012, has applied to annex, plat and zone as C-2 (General Business) a 5.47-acre parcel, located in a portion of the SE1/4NE1/4 and the NE1/4SE1/4 of Section 7, and the SW1/4NW14 of Section 8, T33N, R78W, 6th P.M., Natrona County Wyoming, to create the Betty Luker Parkway Campus No. 3 Subdivision to the City of Casper; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating the Betty Luker Parkway Campus No. 3 Subdivision, and the zoning of the same as C-2 (General Business), following a public hearing on September 22, 2015.

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

SECTION 1:

The annexation of a 5.47-acre parcel to create the Betty Luker Parkway Campus No. 3 Subdivision is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat creating the Betty Luker Parkway Campus No. 3 Subdivision is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Steven Paul Carlson and Paulette Joan Carlson, Trustees under the Steve and Polly Carlson Revocable Trust Dated June 15, 2012, is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

The Betty Luker Parkway Campus No. 3 Subdivision is hereby zoned C-2 (General Business).

SECTION 5:

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

PASSED on 1st reading the 3<sup>rd</sup> day of November, 2015.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

Wallace Tremblay

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

November 12, 2015

TO: V.H. McDonald, City Manager  
FROM: William C. Luben, City Attorney *wcl*  
RE: Ordinance Amendment to Section 5.08.010 of the Casper Municipal Code to Add a Definitional Section for the Word "Conviction."

Recommendation:

That Council, by Ordinance, amend Section 5.08.010 of the Casper Municipal Code, being the definitional section for Chapter 5.08 pertaining to alcoholic beverages, to provide for a definitional section for the word "conviction."

Summary:

Currently, establishments selling alcoholic beverages are assessed twenty-five (25) demerit points for the serving by their employees alcoholic beverages to a minor. In order for the points to be assessed, the server either needs to enter a plea of guilty or be found guilty after trial.

There have been cases in which a deferred sentence would be appropriate for the server's actions; however, deferred sentences are not entertained as they will not result in the assessment of the demerit points against the liquor establishment.

The City Attorney's Office can exercise its discretion in all other cases, but its discretion is limited in these cases due to the demerit point system. In order to allow some flexibility, and hopefully, fairness in the application of the City ordinances, it is recommended that Council allow an amendment to the definitional section of the liquor code to provide that conviction for the purpose of computing demerit points will include not only a finding of guilt by a Court, but also the entry of a plea of guilty or no contest plea as part of a deferred sentence entered by a Court.

When a deferred sentence is entered, a defendant has to plead guilty in the first instance, and is put on probation for a six-month period. The defendant further makes a donation to a charitable organization in an amount equal to what they would have paid for a fine. Assuming they complete the probation, the charge then is dismissed. However, under the proposed amendment, the entry of a deferred sentence would still result in the assessment of the demerit points against the alcohol establishment.

This proposed amendment has been discussed with the liquor dealers at a recent meeting with them. They voted to support this amendment before Council. In this regard, they are fully aware of the fact that if a server is granted a deferred sentence, the demerit points will still be assessed against them as the owner of the establishment.

ORDINANCE NO. 34-15

AN ORDINANCE AMENDING SECTION 5.08.010 TO ADD A DEFINITION OF "CONVICTION" FOR PURPOSES OF CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE.

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

Section 1: That Section 5.08.010 of the Casper Municipal shall be amended to read as follows by adding a new paragraph 7 defining the word "Conviction":

5.08.010 - Definitions.

As used in this chapter:

1. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains more than one-half of one percent of alcohol by volume.
2. "Bar and grill liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
3. "Barrel" is a unit of liquid measure equal to thirty-one U.S. gallons.
4. "Building" means a roofed and walled structure built or set in place for permanent use.
5. "Club" means any of the following organizations:
  - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
  - b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American fraternal organization means an organization actively operating in not less than thirty-six states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
  - c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;
  - d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
  - e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club

quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the commission a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the commission a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to Section 5.08.060, shall be in good standing by having paid at least one full year in dues;

- f. Club does not mean college fraternities or labor unions.
- 6. "Commission" means the Wyoming Liquor Commission.
- 7. **"CONVICTION" FOR THE PURPOSE OF COMPUTING DEMERIT POINTS AGAINST A LIQUOR LICENSE HOLDER SHALL MEAN A FINDING OF GUILTY, THE ENTRY OF A GUILTY OR NO CONTEST PLEA, OR THE ENTRY OF A GUILTY OR NO CONTEST PLEA AS PART OF A DEFERRED SENTENCE IN ANY COURT TO ANY DEMERIT POINT VIOLATION AS SET FORTH IN SECTION 5.08.190.**
- 78. "Drugstore" means space in a building maintained, advertised and held out to the public as a place where drugs and medicines are sold and prescriptions compounded and where a registered pharmacist is regularly employed.
- 89. "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.
- 910. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.
- 1011. "Licensee" means a person holding a:
  - a. Retail liquor license;
  - b. Limited retail liquor license;
  - c. Resort liquor license;
  - d. Malt beverage permit;
  - e. Restaurant liquor license;
  - f. Catering permit;
  - g. Special malt beverage permit; or

h. Bar and grill liquor license.

- ~~14~~12. "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.
- ~~12~~13. "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.
- ~~13~~14. "Malt beverage permit" means the authority under which the licensee is permitted to sell malt beverages only.
- ~~14~~15. "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(ixx).
- ~~15~~16. "Operational" means offering for sale to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under this title for not less than three consecutive months during any calendar year.
- ~~16~~17. "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.
- ~~17~~18. "Person" includes an individual person, partnership, corporation, limited liability company or association.
- ~~18~~19. "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.
- ~~19~~20. "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. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.
- ~~20~~21. "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
- ~~21~~22. "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.
- ~~22~~23. "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.
- ~~23~~24. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging for goods, services or patronage, or an

exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

**2425.** "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.

**2526.** "This chapter" means Ordinance 25-86.

**2627.** "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.

**2728.** "Winery" means a commercial enterprise manufacturing wine at a single location in Wyoming in quantities not to exceed ten thousand gallons per year.

Section 2:

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

PASSED on first reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_ day of 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

November 2, 2015

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
David W. Hill, P.E., Public Utilities Manager  
Bruce Martin, Wastewater Treatment Plant Manager  
Haider Ali Bhutto, WWTP Pretreatment Supervisor

SUBJECT: Industrial Pretreatment Program - Revisions to Casper Municipal Code

Recommendation:

That Council, by ordinance, adopt revisions to Chapters 13.20, 13.32, 13.36, and 13.44 of the Casper Municipal Code.

Summary:

The Federal Industrial Pretreatment Program (part of the Clean Water Act) requires industrial dischargers and municipalities to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers and wastewater treatment plants. The original Industrial Pretreatment Ordinances were adopted by the City in 1984. In 1999, the industrial pretreatment ordinances were substantially revised in order to comply with new Environmental Protection Agency (EPA) requirements. In 2007, more modest revisions were completed through ordinances.

Through an interagency industrial pretreatment agreement, the City also administers the industrial pretreatment program for all of the member agencies of the Regional Wastewater System, (nine wholesale customers including Casper).

EPA is again requiring updated modifications to the industrial pretreatment language in the Casper Municipal Code, including revisions to the local limits. Local limits for Casper are toxic metal pollutants that can be accepted at the wastewater treatment plant for treatment in accordance with guidance established by federal law (Chapter 13.32 of the Casper Municipal Code.)

The City has the option of using “mass loading based” or “concentration based” limits. The main difference between the two is how allocations are made to significant industrial users. With mass loading based limits, Industrial Pretreatment Program (IPP) staff allocates each Significant Industrial User (SIU) a portion of our allowable industrial loading. The portion does not have to be equal across all SIU’s as long as the overall limit is not exceeded. When using the concentration based limit method each SIU is assigned the same limit. This is a much easier method for the IPP program to administer, is less likely to create non-compliance issues for the SIU’s, and maintains a safe level of protection for the publically owned treatment works. Industrial Pretreatment Program Staff have chosen to use the concentration based limit when

administering local limits.

The table below illustrates current maximum allowable industrial loading limits in relationship to proposed local limits. Changes between the current limits and the proposed limits is largely attributable to a much larger data set being used for calculations as well as advances in test methods which has allowed much more accurate detection limits. All of the local limit parameters, excluding arsenic, cadmium and total chromium have become less stringent.

Pollutant	Current (mass loading based) Maximum Allowable Industrial Loading (lbs./day)	Proposed (mass loading based) Maximum Allowable Industrial Loading (lbs./day)	Proposed (concentration based) Local Limits (mg/L)
Arsenic	43.142	6.107	5.984
Cadmium	2.01	1.22	1.20
Chromium Total	272.207	100.222	98.20
Chromium (VI)	24.397		
Copper	17.908	101.019	98.98
Lead	21.979	40.220	39.41
Molybdenum	1.575	8.949	8.77
Nickel	9.232	42.608	41.75
Selenium	3.403	8.135	7.97
Silver	26.681	46.605	45.66
Zinc	52.276	101.669	99.61
Mercury	0.007 mg/l		1.042

These changes to the Casper Municipal Code will ensure that the City's Industrial Pretreatment Program remains in compliance with EPA requirements.

The Casper Public Utilities Advisory Board at its regular July 22, 2015 meeting conceptually approved the ordinances and recommended approval by Council. These ordinances have been reviewed by the Casper City Attorney's Office.

The proposed ordinances were presented to Council at a work session on October 13, 2015. The consensus of Council was to proceed with the ordinances.

After first reading of the ordinances, EPA will submit its intent to approve updates to the local limits and ordinances for a thirty day public notice period. If no substantial comments are received during the public notice period, EPA will then send its approval letter to the City. After the approval letter is received, Council can then proceed to second and third readings of the ordinances.

ORDINANCE NO. 35-15

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 13.20 OF THE CASPER MUNICIPAL CODE, PERTAINING TO DIVISION III WASTEWATER - PURPOSE, DEFINITIONS AND ABBREVIATIONS.

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

WHEREAS, Chapter 13.20 of the Casper Municipal Code needs to be amended to incorporate language required by the Environmental Protection Agency to amend certain definitions.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 13.20 of the Casper Municipal Code is hereby amended as follows:

Section 1:

Paragraph 5 shall be added to Chapter 13.20.010.C. Definitions Applicable of the Casper Municipal Code as follows:

5. **SIGNATORY DOCUMENTS SHALL CONTAIN THE FOLLOWING CERTIFICATION:**

**I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.**

Section 2:

Paragraph CCC. of Section 13.20.010 CCC. Definitions Applicable CCC. shall be amended to include the following sentence at the end of the paragraph as follows:

CCC. "Publicly owned treatment works" or "POTW," means .....

**THE TERM ALSO MEANS THE MUNICIPALITY AS DEFINED IN SECTION 502(4) OF THE ACT, WHICH HAS JURISDICTION OVER THE INDIRECT DISCHARGES TO AND THE DISCHARGES FROM SUCH A TREATMENT WORKS.**

Section 3:

Paragraph LLL. of Section 13.20.010.LLL. Definitions Applicable LLL. shall be amended to read as follows:

**LLL. "Significant noncompliance" means a violation(s) which include(s):**

- 1. Chronic violations of wastewater limits, which occur in sixty-six percent or more of all of the measurements taken for the same pollutant parameter during a six-month period or exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits as defined in Section 13.20.010 (40 CFR 403.3(4L));**
- 2. Technical review criteria (TRC) violations, defined here as those in which thirty-three percent or more of all of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by this section (40 CFR 403.3(4L)) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants, except pH);**
- 3. Any other violation of a pretreatment standard or requirement as defined by this section (40 CFR 403.3(4L)) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the city determines has caused, alone or in combination with other discharges, interference or pass-through, including endangering POTW personnel or the public;**
- 4. Any discharge of a pollutant that has caused imminent endangerment to the public, human wealth, welfare or to the environment, or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge;**
- 5. A delay in meeting a compliance schedule milestone (failure to begin or complete construction, or attain final compliance) by ninety days. ~~or more;~~**
- 6. Failure to submit any required report within thirty days of the date; any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines,**

periodic self-monitoring reports, and reports on compliance with compliance schedules;

7. Failure to report noncompliance;
8. Any other violation(s) which may include a violation of best management practices, which the POTW determines will adversely affect the operation or implementation of the local pretreatment program; or
9. ~~Publication of violators pursuant to 40 CFR Part 403.8(F)(1)(VIII).~~ THE SUPERINTENDENT SHALL PUBLISH ANNUALLY, IN A NEWSPAPER OF GENERAL CIRCULATION THAT PROVIDES MEANINGFUL PUBLIC NOTICE WITHIN THE JURISDICTIONS SERVED BY THE POTW, A LIST OF THE USERS WHICH, ANY TIME DURING THE PREVIOUS TWELVE (12) MONTHS, WERE IN SIGNIFICANT NONCOMPLIANCE WITH APPLICABLE PRETREATMENT STANDARDS AND REQUIREMENTS. THE TERM SIGNIFICANT NONCOMPLIANCE SHALL BE APPLICABLE TO ALL SIGNIFICANT INDUSTRIAL USERS OR ANY OTHER INDUSTRIAL USER THAT VIOLATES 13.20.010 (LLL) SECTIONS 1 THROUGH 8 OF THIS ORDINANCE.

Section 4:

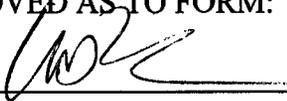
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

November 2, 2015

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
David W. Hill, P.E., Public Utilities Manager  
Bruce Martin, Wastewater Treatment Plant Manager  
Haider Ali Bhutto, WWTP Pretreatment Supervisor

SUBJECT: Industrial Pretreatment Program - Revisions to Casper Municipal Code

Recommendation:

That Council, by ordinance, adopt revisions to Chapters 13.20, 13.32, 13.36, and 13.44 of the Casper Municipal Code.

Summary:

The Federal Industrial Pretreatment Program (part of the Clean Water Act) requires industrial dischargers and municipalities to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers and wastewater treatment plants. The original Industrial Pretreatment Ordinances were adopted by the City in 1984. In 1999, the industrial pretreatment ordinances were substantially revised in order to comply with new Environmental Protection Agency (EPA) requirements. In 2007, more modest revisions were completed through ordinances.

Through an interagency industrial pretreatment agreement, the City also administers the industrial pretreatment program for all of the member agencies of the Regional Wastewater System, (nine wholesale customers including Casper).

EPA is again requiring updated modifications to the industrial pretreatment language in the Casper Municipal Code, including revisions to the local limits. Local limits for Casper are toxic metal pollutants that can be accepted at the wastewater treatment plant for treatment in accordance with guidance established by federal law (Chapter 13.32 of the Casper Municipal Code.)

The City has the option of using “mass loading based” or “concentration based” limits. The main difference between the two is how allocations are made to significant industrial users. With mass loading based limits, Industrial Pretreatment Program (IPP) staff allocates each Significant Industrial User (SIU) a portion of our allowable industrial loading. The portion does not have to be equal across all SIU’s as long as the overall limit is not exceeded. When using the concentration based limit method each SIU is assigned the same limit. This is a much easier method for the IPP program to administer, is less likely to create non-compliance issues for the SIU’s, and maintains a safe level of protection for the publically owned treatment works. Industrial Pretreatment Program Staff have chosen to use the concentration based limit when

administering local limits.

The table below illustrates current maximum allowable industrial loading limits in relationship to proposed local limits. Changes between the current limits and the proposed limits is largely attributable to a much larger data set being used for calculations as well as advances in test methods which has allowed much more accurate detection limits. All of the local limit parameters, excluding arsenic, cadmium and total chromium have become less stringent.

Pollutant	Current (mass loading based) Maximum Allowable Industrial Loading (lbs./day)	Proposed (mass loading based) Maximum Allowable Industrial Loading (lbs./day)	Proposed (concentration based) Local Limits (mg/L)
Arsenic	43.142	6.107	5.984
Cadmium	2.01	1.22	1.20
Chromium Total	272.207	100.222	98.20
Chromium (VI)	24.397		
Copper	17.908	101.019	98.98
Lead	21.979	40.220	39.41
Molybdenum	1.575	8.949	8.77
Nickel	9.232	42.608	41.75
Selenium	3.403	8.135	7.97
Silver	26.681	46.605	45.66
Zinc	52.276	101.669	99.61
Mercury	0.007 mg/l		1.042

These changes to the Casper Municipal Code will ensure that the City's Industrial Pretreatment Program remains in compliance with EPA requirements.

The Casper Public Utilities Advisory Board at its regular July 22, 2015 meeting conceptually approved the ordinances and recommended approval by Council. These ordinances have been reviewed by the Casper City Attorney's Office.

The proposed ordinances were presented to Council at a work session on October 13, 2015. The consensus of Council was to proceed with the ordinances.

After first reading of the ordinances, EPA will submit its intent to approve updates to the local limits and ordinances for a thirty day public notice period. If no substantial comments are received during the public notice period, EPA will then send its approval letter to the City. After the approval letter is received, Council can then proceed to second and third readings of the ordinances.

ORDINANCE NO. 36-15

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 13.32 OF THE CASPER MUNICIPAL CODE, PERTAINING TO DIVISION III WASTEWATER – SEWER DISCHARGE REGULATIONS.

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

WHEREAS, Chapter 13.32 of the Casper Municipal Code needs to be amended to incorporate modified wording required by the Environmental Protection Agency to amend certain language in the Chapter.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 13.32 of the Casper Municipal Code is hereby amended as follows:

Section 1:

Section 13.32.030 Specific pollutant limitations designated--Local limits shall be amended to read as follows:

**13.32.030 Specific pollutant limitations designated--Local limits.**

- A. Local Limits that can be accepted at the POTW for treatment in accordance with guidance established by federal law is limited to:**

<b>Pollutant</b>	<b>Maximum Allowable Industrial Loading (lbs./day)</b>	<b>LOCAL LIMITS (MG/L)</b>
<b>Arsenic</b>	<b>43.142</b>	<b>5.984</b>
<b>Cadmium</b>	<b>2.01</b>	<b>1.20</b>
<b>Chromium Total</b>	<b>272.207</b>	<b>98.20</b>
<b>Chromium (VI)</b>	<b>24.397</b>	
<b>Copper</b>	<b>17.908</b>	<b>98.98</b>
<b>Lead</b>	<b>21.979</b>	<b>39.41</b>
<b>Molybdenum</b>	<b>1.575</b>	<b>8.77</b>
<b>Nickel</b>	<b>9.232</b>	<b>41.75</b>
<b>Selenium</b>	<b>3.403</b>	<b>7.97</b>
<b>Silver</b>	<b>26.681</b>	<b>45.66</b>
<b>Zinc</b>	<b>52.276</b>	<b>99.61</b>
<b>Pollutant</b>	<b>Maximum Industrial Effluent Discharge</b>	
<b>Mercury</b>	<b>0.007 mg/l</b>	<b>1.02</b>

- B.** Any other specific pollutants identified by the city may also have specific effluent permit limitations set by the city to restrict their discharge into the system.
- ~~**C.** The above maximum allowable industrial loadings in pounds per day will be distributed using criteria established in Casper's report on the development of local limits under the pretreatment program, June, 1994, and EPA Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program, December, 1987 (as they now exist or as they are hereafter revised).~~
- C D.** Best Available Technology (BAT) shall be used for pretreatment of any discharges to the POTW from the cleanup activities of soil, aquifer, or groundwater table associated with leaking underground storage tanks of spills of any petroleum products. The BAT shall be capable of reducing the benzene concentration to less than 0.05 mg/l and the "total" benzene, ethyl benzene, toluene and xylene (betx) to less than 0.750 mg/l. This is in accordance with guidance established in EPA's Model NPDES Permit for Discharges Resulting from the Cleanup of Gasoline Released from Underground Storage Tanks, June 1989.
- ~~**D E.** The city may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits or general permits, to implement local limits and the requirements of Section 13.32.040. SUCH BMPS SHALL BE CONSIDERED LOCAL LIMITS AND PRETREATMENT STANDARDS FOR THE PURPOSES OF THIS PART AND SECTION 307 (D) OF THE ACT. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludges or waste disposal, or drainage from raw materials storage.~~
- E F.** The city reserves the right to establish, by ordinance or in individual wastewater discharge permits or in general permits, more stringent standards or requirements on discharges to the POTW consistent with the purpose of this chapter.

## Section 2

Paragraphs 3 and 11 of Section 13.32.040.A. Prohibited substances designated--General prohibitions shall be amended to read as follows:

- 3. PETROLEUM OIL, NONBIODEGRADABLE CUTTING OIL, OR PRODUCTS OF MINERAL OIL ORIGIN, IN AMOUNTS THAT WILL CAUSE INTERFERENCE OR PASS THROUGH; ~~Petroleum based oil in sufficient enough amounts that cause pass through or interference to the system,~~ and in no cases, exceeding one hundred (100) mg/l;**
- 11. Any pollutants, including oxygen-demanding pollutants (BOD, etc.) released**

**at a flow rate and/or pollutant concentration THAT ~~which a user knows or has reason to know~~ will cause interference to the POTW. In no case shall a slug load have a flow rate or contain concentration or quantities of pollutants that exceed limits set by the city;**

**Section 3:**

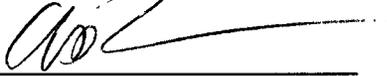
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

November 2, 2015

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
David W. Hill, P.E., Public Utilities Manager  
Bruce Martin, Wastewater Treatment Plant Manager  
Haider Ali Bhutto, WWTP Pretreatment Supervisor

SUBJECT: Industrial Pretreatment Program - Revisions to Casper Municipal Code

Recommendation:

That Council, by ordinance, adopt revisions to Chapters 13.20, 13.32, 13.36, and 13.44 of the Casper Municipal Code.

Summary:

The Federal Industrial Pretreatment Program (part of the Clean Water Act) requires industrial dischargers and municipalities to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers and wastewater treatment plants. The original Industrial Pretreatment Ordinances were adopted by the City in 1984. In 1999, the industrial pretreatment ordinances were substantially revised in order to comply with new Environmental Protection Agency (EPA) requirements. In 2007, more modest revisions were completed through ordinances.

Through an interagency industrial pretreatment agreement, the City also administers the industrial pretreatment program for all of the member agencies of the Regional Wastewater System, (nine wholesale customers including Casper).

EPA is again requiring updated modifications to the industrial pretreatment language in the Casper Municipal Code, including revisions to the local limits. Local limits for Casper are toxic metal pollutants that can be accepted at the wastewater treatment plant for treatment in accordance with guidance established by federal law (Chapter 13.32 of the Casper Municipal Code.)

The City has the option of using “mass loading based” or “concentration based” limits. The main difference between the two is how allocations are made to significant industrial users. With mass loading based limits, Industrial Pretreatment Program (IPP) staff allocates each Significant Industrial User (SIU) a portion of our allowable industrial loading. The portion does not have to be equal across all SIU’s as long as the overall limit is not exceeded. When using the concentration based limit method each SIU is assigned the same limit. This is a much easier method for the IPP program to administer, is less likely to create non-compliance issues for the SIU’s, and maintains a safe level of protection for the publically owned treatment works. Industrial Pretreatment Program Staff have chosen to use the concentration based limit when

administering local limits.

The table below illustrates current maximum allowable industrial loading limits in relationship to proposed local limits. Changes between the current limits and the proposed limits is largely attributable to a much larger data set being used for calculations as well as advances in test methods which has allowed much more accurate detection limits. All of the local limit parameters, excluding arsenic, cadmium and total chromium have become less stringent.

Pollutant	Current (mass loading based) Maximum Allowable Industrial Loading (lbs./day)	Proposed (mass loading based) Maximum Allowable Industrial Loading (lbs./day)	Proposed (concentration based) Local Limits (mg/L)
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Silver	26.681	46.605	45.66
Zinc	52.276	101.669	99.61
Mercury	0.007 mg/l		1.042

These changes to the Casper Municipal Code will ensure that the City's Industrial Pretreatment Program remains in compliance with EPA requirements.

The Casper Public Utilities Advisory Board at its regular July 22, 2015 meeting conceptually approved the ordinances and recommended approval by Council. These ordinances have been reviewed by the Casper City Attorney's Office.

The proposed ordinances were presented to Council at a work session on October 13, 2015. The consensus of Council was to proceed with the ordinances.

After first reading of the ordinances, EPA will submit its intent to approve updates to the local limits and ordinances for a thirty day public notice period. If no substantial comments are received during the public notice period, EPA will then send its approval letter to the City. After the approval letter is received, Council can then proceed to second and third readings of the ordinances.

ORDINANCE NO. 37-15

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 13.36 OF THE CASPER MUNICIPAL CODE, PERTAINING TO DIVISION III WASTEWATER – WASTEWATER DISCHARGE CONDITIONS.

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

WHEREAS, Chapter 13.36 of the Casper Municipal Code needs to be amended to incorporate modified wording required by the Environmental Protection Agency to amend certain language in the Chapter.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 13.36 of the Casper Municipal Code is hereby amended as follows:

Section 1:

Paragraph B. shall be added to Section 13.36.020 Application--Contents--Issuance procedure of the Casper Municipal Code as follows:

- B. INDIVIDUAL WASTEWATER DISCHARGE PERMIT DECISIONS-THE SUPERINTENDENT WILL EVALUATE THE DATA FURNISHED BY THE USER AND MAY REQUIRE ADDITIONAL INFORMATION. WITHIN 90 DAYS OF RECEIPT OF A COMPLETE PERMIT APPLICATION, THE SUPERINTENDENT WILL DETERMINE WHETHER TO ISSUE AN INDIVIDUAL WASTEWATER DISCHARGE PERMIT [OR A GENERAL PERMIT {OPTIONAL}]. THE SUPERINTENDENT MAY DENY ANY APPLICATION FOR AN INDIVIDUAL WASTEWATER DISCHARGE PERMIT [OR A GENERAL PERMIT {OPTIONAL}].**

Section 2:

Paragraphs N. and O. shall be added to Section 13.36.030 Conditions and contents of the Casper Municipal Code as follows:

- N. STATEMENT OF DURATION, IN NO CASE MORE THAN FIVE YEARS.**
- O. STATEMENT OF NON-TRANSFERABILITY WITHOUT, AT A MINIMUM, PRIOR NOTIFICATION TO THE POTW AND PROVISION OF A COPY OF THE EXISTING CONTROL**

**MECHANISM TO THE NEW OWNER OR OPERATOR;**

**Section 3:**

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

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

November 2, 2015

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
David W. Hill, P.E., Public Utilities Manager  
Bruce Martin, Wastewater Treatment Plant Manager  
Haider Ali Bhutto, WWTP Pretreatment Supervisor

SUBJECT: Industrial Pretreatment Program - Revisions to Casper Municipal Code

Recommendation:

That Council, by ordinance, adopt revisions to Chapters 13.20, 13.32, 13.36, and 13.44 of the Casper Municipal Code.

Summary:

The Federal Industrial Pretreatment Program (part of the Clean Water Act) requires industrial dischargers and municipalities to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers and wastewater treatment plants. The original Industrial Pretreatment Ordinances were adopted by the City in 1984. In 1999, the industrial pretreatment ordinances were substantially revised in order to comply with new Environmental Protection Agency (EPA) requirements. In 2007, more modest revisions were completed through ordinances.

Through an interagency industrial pretreatment agreement, the City also administers the industrial pretreatment program for all of the member agencies of the Regional Wastewater System, (nine wholesale customers including Casper).

EPA is again requiring updated modifications to the industrial pretreatment language in the Casper Municipal Code, including revisions to the local limits. Local limits for Casper are toxic metal pollutants that can be accepted at the wastewater treatment plant for treatment in accordance with guidance established by federal law (Chapter 13.32 of the Casper Municipal Code.)

The City has the option of using “mass loading based” or “concentration based” limits. The main difference between the two is how allocations are made to significant industrial users. With mass loading based limits, Industrial Pretreatment Program (IPP) staff allocates each Significant Industrial User (SIU) a portion of our allowable industrial loading. The portion does not have to be equal across all SIU’s as long as the overall limit is not exceeded. When using the concentration based limit method each SIU is assigned the same limit. This is a much easier method for the IPP program to administer, is less likely to create non-compliance issues for the SIU’s, and maintains a safe level of protection for the publically owned treatment works. Industrial Pretreatment Program Staff have chosen to use the concentration based limit when

administering local limits.

The table below illustrates current maximum allowable industrial loading limits in relationship to proposed local limits. Changes between the current limits and the proposed limits is largely attributable to a much larger data set being used for calculations as well as advances in test methods which has allowed much more accurate detection limits. All of the local limit parameters, excluding arsenic, cadmium and total chromium have become less stringent.

Pollutant	Current (mass loading based) Maximum Allowable Industrial Loading (lbs./day)	Proposed (mass loading based) Maximum Allowable Industrial Loading (lbs./day)	Proposed (concentration based) Local Limits (mg/L)
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Cadmium	2.01	1.22	1.20
Chromium Total	272.207	100.222	98.20
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Silver	26.681	46.605	45.66
Zinc	52.276	101.669	99.61
Mercury	0.007 mg/l		1.042

These changes to the Casper Municipal Code will ensure that the City's Industrial Pretreatment Program remains in compliance with EPA requirements.

The Casper Public Utilities Advisory Board at its regular July 22, 2015 meeting conceptually approved the ordinances and recommended approval by Council. These ordinances have been reviewed by the Casper City Attorney's Office.

The proposed ordinances were presented to Council at a work session on October 13, 2015. The consensus of Council was to proceed with the ordinances.

After first reading of the ordinances, EPA will submit its intent to approve updates to the local limits and ordinances for a thirty day public notice period. If no substantial comments are received during the public notice period, EPA will then send its approval letter to the City. After the approval letter is received, Council can then proceed to second and third readings of the ordinances.

ORDINANCE NO. 38-15

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 13.44 OF THE CASPER MUNICIPAL CODE, PERTAINING TO DIVISION III WASTEWATER – VIOLATIONS AND ENFORCEMENT.

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

WHEREAS, Chapter 13.44 of the Casper Municipal Code needs to be amended to incorporate modified wording required by the Environmental Protection Agency to amend certain language in the Chapter.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 13.44 of the Casper Municipal Code is hereby amended as follows:

Section 1:

Add to the end of the second paragraph of Section 13.44.070 Administrative fines and cost recovery of the Casper Municipal Code the following:

**(ERP)**

Section 2:

Insert a new third paragraph to Section 13.44.070 Administrative fines and cost recovery of the Casper Municipal Code as follows:

**THE CITY MAY ADOPT POLICIES AND PROCEDURES AS SET FORTH IN THE ERP FOR CARRYING OUT THE PROVISIONS, PROVIDED THAT SUCH POLICIES AND PROCEDURES ARE NOT IN CONFLICT WITH THIS OR ANY APPLICABLE STATE OR FEDERAL LAW OR REGULATIONS.**

Section 3:

The original third and fourth paragraphs of Section 13.44.070 Administrative fines and cost recovery of the Casper Municipal Code are now the fourth and fifth paragraphs of the section.

Section 4:

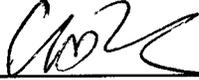
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

October 16, 2015

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey Belser, Support Services Director *TB*  
Linda Carlson, Finance Manager *LC*

SUBJECT: Resolution Authorizing the Cash Management Services Master Agreement with First Interstate Bank of Montana for Banking Services.

Recommendation:

The City Council, by resolution, authorize the Cash Management Services Master Agreement with First Interstate Bank.

Summary:

The new agreement encompasses all banking services offered by First Interstate Bank, which were originally all separate agreements, rolled up in to one single Master Agreement with all services detailed separately.

In the past years when the City would add a banking service offered by First Interstate Bank such as positive pay, ACH features, and Wire transfers, there would be a separate addendum written up and added to the original banking service agreement on file. First Interstate Bank has streamlined the multiple contracts/agreements held by their clients into a single master agreement. This new process will save staff time and manual tracking of the different service agreements and contract dates. The new Cash Management Services Master Agreement will stay in effect until either party notifies the other of a termination of service.

The Cash Management Services Master Agreement covers all banking services that First Interstate Bank of Montana offers as operated out of the Casper, WY location. The Cash Management Services Master Agreement has no additional fees.

A resolution has been prepared for Council consideration.

## CASH MANAGEMENT SERVICES MASTER AGREEMENT

<b>Customer Information</b>	
<b>Customer Name:</b>	CITY OF CASPER
<b>Customer Address:</b>	200 North David St., Casper, WY 82601

This Cash Management Services Master Agreement (“**Agreement**”) is entered into by and between First Interstate Bank (“**Bank**”) and Customer, subject to the following terms and conditions:

### DEFINITIONS

**Access Credentials.** The Access ID, Password, security questions, and electronic token, as applicable, used to authenticate identity and authorize access to Services.

**Administrator.** An individual identified by Customer on an Exhibit to administer each specific Service and represent Customer in communications with Bank relating to the Services provided pursuant to this Agreement.

**Authorized Representative.** An individual identified by Customer who has authority to bind Customer to the terms and conditions of this Agreement and specific changes to Services and enrollment information.

**Authorized User.** Each person identified by the Administrator to use the specific Service as outlined on an Exhibit. This term includes the Administrator of the specific Service.

**Business Day.** Every day except Saturdays, Sundays, and federal holidays

**Customer.** The Customer identified above, together with any affiliated entity or entities with ownership of a Participating Account and for which the Customer identified above has authority to act.

**Customer Principal.** A primary owner of Customer.

**Deposit Agreements.** The deposit account agreements and disclosures Customer has with the Bank relating to the Participating Accounts.

**Exhibit.** Each exhibit to the Agreement which contains the enrollment information requirements specific to the Selected Services covered by this Agreement.

**Losses.** Any claims, demands, liabilities, costs, losses, judgments, expenses and damages of any and every kind (including reasonable attorneys’ and paralegal fees and costs) arising under this Agreement.

**Participating Account.** Each deposit account and/or loan account, as identified in an Exhibit to this Agreement, to receive a specific Service.

**Selected Service.** Each of the Services to be received by Customer as indicated by the completion of the applicable portion of an Exhibit.

**Service.** Each cash management service and feature offered by Bank identified in this Agreement.

**System.** Each System identified in this Agreement which delivers Services.

**UCC.** The Uniform Commercial Code in effect in Montana.

**Website.** The Bank's website accessible at [www.firstinterstatebank.com](http://www.firstinterstatebank.com).

## SERVICES

Bank offers the Services described below and Customer desires to receive the Selected Services for which the applicable portions of an Exhibit to this Agreement have been completed upon the terms and conditions stated in this Agreement.

### I-CORP SERVICES

**I-Corp Services.** Bank agrees to provide Customer with a system (“**I-Corp System**”) which will give Customer the ability to electronically access its deposit accounts and loan accounts from its business location for various purposes as described herein. Bank shall update account balance and other financial data throughout each Business Day and except as provided herein, account information will be continuously available to Customer.

**Participating Accounts.** The Participating Accounts which Customer may access through the I-Corp System are identified on the I-Corp System Exhibit.

**I-STATEMENT FEATURE.** Customer's monthly account statements will be electronically accessible and will not be mailed.

### ACH FEATURE

**I-Corp ACH Feature.** Bank agrees to process, transmit and settle electronic transactions for paperless debit and credit entries (“**Entries**” or “**ACH Transactions**”) initiated by Customer through the I-Corp System to those identified accounts maintained at Bank and in other banks and financial institutions by means of an Automated Clearing House (“**ACH**”) Network operated by the Federal Reserve. The ACH and funds and file management setup is provided on the I-Corp System Exhibit. Except as otherwise specifically provided, the term “**Entries**” includes debit or credit entries to an account maintained at Bank (“**On-Us Entries**”).

**Preparation and Submission of Entries.** All Entries initiated by Customer will be authorized and submitted in accordance with the requirements of the NACHA – The Electronics Payments

Association operating rules and Appendices to the rules, as amended from time to time (“ACH Rules”) and this Agreement.

**Eligible and Restricted Entries.** Customer may only initiate the types of Entries that have been identified to it by Bank from time to time as permissible (“Eligible Entries”) and all other types of Entries shall be restricted (“Restricted Entries”).

**Compliance.** Customer’s rights and obligations with respect to any Entry are governed by the ACH Rules, these ACH terms and conditions and applicable law and Customer agrees to comply with and be bound thereby. If not otherwise defined herein, terms used in this section of the Agreement shall have the meanings ascribed to them in the ACH Rules. Customer acknowledges that a copy of the ACH Rules is available to it upon request to Bank or at [www.achrulesonline.org](http://www.achrulesonline.org). Customer will also comply with all applicable federal and state laws and regulations, including but not limited to all regulations set forth by the U.S. Treasury Department's Office of Foreign Assets Control (“OFAC”). More information regarding OFAC is available at [www.treasury.gov](http://www.treasury.gov). The specific duties of Customer provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. Bank may audit Customer from time to time to ensure compliance with the ACH Rules and this Agreement. In the event that a Report of Possible Rules Violation is filed on Customer, Customer will take appropriate steps to correct the problem within the time frames suggested by Bank. In the event that a fine is levied against Bank for a violation of the ACH Rules caused by Customer, Customer agrees to make Bank whole for the value of the fine.

**Exposure Limits.** Customer shall comply with the exposure limits set forth on the I-Corp System Exhibit and Bank may reject a file that exceeds the applicable exposure limit. Exposure limits may be modified from time to time by Bank in its sole discretion upon providing notice to Customer.

**Pre-Notification.** Pre-Notification transactions are not required to be submitted prior to the submission of a live transaction. However, it is the policy of Bank to encourage Customer to submit pre-notifications on all new ACH transactions at least six (6) Business Days prior to the submission of a live transaction.

**Resubmission of Pre-Notification.** If Customer's pre-notification record is rejected by a receiving financial institution and Customer is so notified, Customer can correct the reason for rejection and resubmit another pre-notification record and wait the prescribed six (6) Business Days before submitting entries for any amount.

**Delivery of Input Data.** Customer will deliver to Bank the computer input for Entries on a schedule agreed upon by Customer and Bank which shall be no later than **5:00 p.m. Mountain Time (Standard or Daylight, as applicable)** one (1) Business Day prior to effective date of input/documents received from Customer.

**Funds Availability.** The applicable Participating Account must contain immediately available funds to cover any credit Entry initiated by Customer not later than the applicable settlement date. If collected balances in the Participating Account are insufficient to cover the aggregate

amount of Entries, Bank shall have no obligation to transmit such Entries. Customer will receive immediately available funds for any debit Entry initiated by it on the applicable settlement date.

**Credit Entries Subject to Article 4A (Corp. to Corp. Credits).** Credit given by the Receiving Depository Financial Institution (“**RDFI**”) to the Receiver with respect to such an Entry as provided in Section 4.4.1 of the ACH Rules is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided in Section 4A-403(a) of Article 4A of the Uniform Commercial Code. If the RDFI does not receive such settlement or payment, the RDFI is be entitled to a refund from the Receiver of the amount of the credit to the Receiver’s account, and the Originator shall not be considered to have paid the amount of the credit Entry to the Receiver.

**Error Detection.** Bank has no obligation to discover and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall have no duty to discover and shall not be liable for duplicate Entries issued by Customer.

**Unauthorized or Erroneous Entries.** If Customer discovers that any Entry it has initiated was unauthorized or erroneous, it should refer to the File Reversals and Single Entry Reversals procedures described in the ACH Rules. If Customer reverses an Entry, Customer agrees to reimburse Bank for Losses resulting directly from such reversal.

**Cancellation or Amendment of an Entry.** Customer shall have no right to cancel or amend an Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Customer to cancel an Entry before transmitting it to the ACH Operator or crediting or debiting an On-Us Entry. Any such request shall comply with this Agreement, including the Security Procedures (defined below). Bank shall have no liability if it fails to effect the cancellation. Customer shall reimburse Bank for Losses resulting directly from effecting or attempting to effect Customer’s request for cancellation of an Entry.

**Rejection of Entries by Bank.** Bank has no obligation to transmit an Entry if Customer fails to comply with the ACH Rules or the terms of this Agreement. Bank shall notify Customer of rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, or in the case of an On-Us Entry, the day before the date included in the Entry as the date upon or after which such Entry is to be effective (“**Effective Entry Date**”). Notice of rejection shall be effective when given. Bank shall have no liability to Customer for the proper rejection of an Entry.

**Notice of Returned Entries and Notifications of Change.** Bank shall notify Customer of the receipt of a returned Entry or Notification of Change (“**NOC**”) from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Bank shall have no obligation to retransmit a returned Entry if it complied with the terms of this Agreement with respect to the Entry.

**Entries Returned as Unauthorized.** In the event that an Entry is returned as unauthorized or authorization revoked, Customer will contact the necessary parties and resolve any dispute. During this process Customer may ask the Bank to request from the RDFI a copy of the “Written Statement of Unauthorized Debit.” Bank will make its best effort to obtain the form and will deliver it to the Customer when received. Customer agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless Customer reauthorized the Entry or Entry stream.

**Rejected Entries.** Upon notification from the Federal Reserve Bank or any receiving bank that any Entry or group of Entries initiated by Customer has been rejected, unless a Bank error has been made, Bank will notify Customer and the rejected Entry(ies) will be returned and debited or credited to Customer's account and confirmation of the action will be sent to Customer. Bank assumes no other responsibility with respect to such rejected and returned Entry(ies) and Customer is responsible for remaking and resubmitting said Entry or otherwise handling the payments or credits due to or from Customer.

**Funds Availability on Rejected Items.** Customer will promptly provide immediately available funds to reimburse Bank if any debit Entry is rejected after Bank has permitted Customer to withdraw immediately available funds in the amount thereof or if an adjustment memorandum that relates to any such Entry is received by Bank.

**Credit and Debit Entries; Record Retention.** Customer shall obtain an authorization (“**Authorization Agreement**”) as required by the ACH Rules from the person or entity whose account will be debited or credited as the result of a debit or credit entry initiated by Customer and Customer shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the ACH Rules. Upon request, Customer shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the ACH Rules.

**Inconsistency of Name and Account Number.** Customer acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number even if it identifies a person different from the named Receiver, and the Customer’s obligation to pay the amount of the Entry to the Bank is not excused in such circumstances.

**Customer’s Representations and Warranties.** By initiating an Entry, Customer represents and warrants to Bank that the Entry complies in all respects with the ACH Rules and this Agreement. Customer acknowledges and agrees that pursuant to the ACH Rules, Bank makes certain warranties to the ACH Operator and other financial institutions and that such warranties are made in reliance on Customer’s representations, warranties and agreement to be bound by the ACH Rules, applicable law and this Agreement. Without limiting the foregoing, Customer warrants that:

- a. Each Entry is authorized pursuant to the ACH Rules and the authorization has not been revoked;

- b. Each credit Entry is timely and accurate;
- c. Each debit Entry is for a sum which on the Settlement Date will be due and owing to Customer for the party whose account will be debited and is for a sum specified by such party or is to correct a previously transmitted erroneous entry;
- d. No Entry has been reinitiated in violation of the Rules; and
- e. Customer has used commercially reasonable procedures to verify that all information contained in an Entry, including but not limited to routing numbers, is accurate and valid.

**Data Retention.** Customer shall retain data on file adequate to permit remaking of Entries for three (3) days following the date of their transmittal by Bank, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provisions, Customer specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Customer's responsibilities as a Third-Party Sender to retain all items, source documents, and records of authorization in accordance with the Rules.

**Bank's Liability.** To the extent allowed by law, Bank shall not be liable for and shall be excused from failing to transmit or any delay in transmitting an Entry (i) if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (ii) if, for any reason, the ACH Operator fails or declines to process an Entry; (iii) if, in the Bank's sole discretion, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any ACH Rule, law, regulation or regulatory requirement; or (iv) if processing an Entry, in the Bank's sole discretion, would cause it to engage in an unsafe and unsound practice.

**Fines.** Customer will compensate Bank for fines incurred due to Customer non-compliance with the ACH Rules.

**Financial Information and Due Diligence.** Bank may from time to time request reasonable due diligence information, such as financial data and operational and creditworthiness information from Customer in order to evaluate a continuation of the ACH Services and/or adjustment of any limits set by the Bank pursuant to this Agreement. Customer agrees to provide the requested due diligence information as soon as reasonably possible upon request by the Bank, in the form requested by the Bank. If Customer refuses to provide reasonably requested due diligence information or if Bank concludes, in its sole discretion that Customer's financial condition is impaired or deteriorating such that the risk of the Customer is unacceptable, Bank may refuse to provide ACH Services or may require pre-funding for all Entries.

**Tokens.** Customer acknowledges that the Bank's Security Procedures (defined below) require the use of electronic tokens each time an Authorized User initiates an ACH Transaction and agrees to abide by the terms and conditions of their use, as may be from time to time established by Bank in the Security Procedures.

## **ACH PRE-FUNDING**

**I-Corp ACH Pre-Funding Requirement.** If Bank at any time imposes an ACH Pre-funding requirement (“**ACH Pre-Funding Requirement**”) on Customer, Customer acknowledges that Customer may only initiate ACH credit files on the I-Corp System if the ACH Pre-funding Account identified on the I-Corp System Exhibit has available collected funds that equal or exceed the total amount of the ACH credit files (the “**ACH Pre-Funding Amount**”). Customer acknowledges that Bank may unilaterally impose an ACH Pre-Funding Requirement on Customer at any time in its sole and absolute discretion based upon criteria established by Bank from time to time. Bank will communicate directly with Customer if a Pre-Funding Requirement is imposed upon Customer. If an ACH Pre-Funding Requirement is in place, the following terms and conditions also apply to Customer.

**Pre-funding Timing Method.** Customer shall be subject to the following ACH pre-funding timing requirement specified on the I-Corp System Exhibit. With respect to pre-funding timing the following terms have the meanings ascribed thereto:

One Day Pre-fund. ACH credit files and corresponding ACH Pre-Funding Amount must be received by Bank prior to **3:00 p.m. Mountain Time (Standard or Daylight, as applicable)**, one (1) Business Day prior to settlement.

Two Day Pre-fund. ACH credit files and corresponding ACH Pre-Funding Amount must be received by Bank prior to **5:00 p.m. Mountain Time (Standard or Daylight, as applicable)**, two (2) Business Days prior to settlement.

**Verification of ACH Pre-funding Amount and Debit.** Upon receipt of the ACH credit file Bank will verify that the ACH Pre-Funding Amount is available in the Account and will immediately debit the ACH Pre-Funding Amount from the Account. If the ACH Pre-Funding Amount is not available in the Account, the ACH credit file will not be processed.

## **WIRE TRANSFER FEATURE**

**I-Corp Wire Transfer Feature.** Bank agrees to process wire transfer requests initiated through the I-Corp System by Customer (“**Wire Transfer Requests**”) on the Participating Accounts identified on the I-Corp System Exhibit. Wire Transfer Request setup information is provided on the I-Corp System Exhibit.

**Honoring Requests.** Bank is authorized to honor, execute and charge all Wire Transfer Requests made by an Authorized User. Bank can affect the appropriate debits and/or credits during Bank’s normal course of posting the accounts.

**Rejection or Delay of Wire Transfer Requests.** Bank may reject or delay processing a Wire Transfer Request if the request contains incomplete, unclear or inaccurate information or directions; funds are not available; or Security Procedures established by Bank are not followed.

**Wire Transfer Deadline.** Customer acknowledges that the wire transfer cutoff time for transfers under \$1,000,000 is **3:00 p.m. Mountain Time (Standard or Daylight, as applicable)**

each Business Day and that the wire transfer cutoff for transfer of \$1,000,000 or greater is the earlier of **3:00 p.m. Mountain Time (Standard or Daylight, as applicable)** each Business Day or such time established from time-to time by Bank.

**Rejection/Return by Beneficiary Bank.** Customer acknowledges that wire transfers may be rejected or returned by the bank identified in a Wire Transfer Request in which the account of the intended recipient of the wire transfer is to be credited (“**Beneficiary Bank**”) and funds returned to the Participating Account if the Wire Transfer Request submitted by Customer contains an account number that does not match the identified beneficiary or an invalid account number. Customer is responsible for any fees charged by the Beneficiary Bank relating to rejected or returned wire transfers.

**Funds Availability.** The applicable Participating Account must contain immediately available funds before Customer initiates a wire transfers.

**Wires Involving Converted Funds.** Wire transfers sent in U.S. Dollars that involve a conversion to foreign funds are subject to a currency conversion fee charged by the intermediary bank that performs the currency conversion. Customer acknowledges that conversion fees charged by the intermediary bank will be deducted from the amount of the wire transfer, so that the amount of the wire transfer actually sent and received will be less than the amount of the wire transfer initiated. Customer also acknowledges that delays may occur with the transmission of wires that involve a conversion to foreign funds.

**Tokens.** Customer acknowledges that the Bank’s Security Procedures require the use of electronic tokens each time an Authorized User initiates a Wire Transfer Request and agrees to abide by the terms and conditions of their use, as may be from time to time established by Bank in the Security Procedures.

## **POSITIVE PAYEE SERVICES**

**Positive Payee Services.** Bank agrees to provide Customer with a positive payee system (“**Positive Payee System**”) which will give Customer the ability to detect and return unauthorized checks on the Participating Accounts identified on the Positive Payee System Exhibit. Unless otherwise defined in this Agreement, words and phrases shall have the meanings set forth in UCC Article 3 – “Negotiable Instruments” and UCC Article 4 – “Bank Deposits and Collections.” Positive Payee Services setup information is provided on the Positive Payee System Exhibit.

**Submission of Issued Check File.** Customer shall submit to Bank a record describing all checks drawn by Customer on the Participating Accounts (“**Issued Check File**”) by means of the FIB hosted online web-based program (“**Positive Payee Website**”). The Issued Check File shall accurately state the check number, issued check date, payee, and the exact amount of each check drawn on each Participating Account since the last Issued Check File was submitted. Customer shall send the Issued Check File to the Bank in the format and medium specified by the Bank from time to time, by **6:00 p.m. Mountain Time (Standard or Daylight, as applicable)**. An Issued Check File must be sent by the 6:00 p.m. deadline in order to be processed the following

Business Day morning. Customer may elect not to include the payee on the Issued Check File, but if such election is made, Bank will not list the payee on its Exception Check File and Customer acknowledges that the risk of fraud relating to an altered payee is increased.

**Payment of Presented Checks and Reporting of Exception Checks.** Bank shall compare each check drawn on the Participating Accounts presented to Bank for payment through the check collection system (“**Presented Check**”) by check number, payee (if the payee was supplied on the Issued Check File), and amount against each Issued Check File received by Bank. Based upon this comparison, on each Business Day, Bank:

- a. may pay and charge to the applicable Participating Account each Presented Check that matches by check number, payee (if applicable), and amount of check shown in any Issued Check File;
- b. will identify each Presented Check that does not match a check on an Issued Check File (“**Exception Check**”) and shall provide Customer with a record specifying each Exception Check by check number, payee (if applicable), and amount in the format and medium specified by the Customer and agreed to by Bank (“**Exception Check File**”) by means of the Positive Payee Website by **7:00 a.m. Mountain Time (Daylight or Standard, as applicable)**. Notice of the posting of the Exception Check File shall be given to Customer by e-mail to the email address specified by the Customer on the Positive Payee System Exhibit.

Customer acknowledges and agrees that Bank is not obligated to review the Drawer’s signature on every Presented Check on a daily basis, and that the Bank’s obligation to exercise good faith and ordinary care in the detection of forged and unauthorized Drawer signatures shall be discharged by its verification of Drawer’s signatures on Checks selected and examined by Bank on a random basis in accordance with the internal Bank policies and procedures, as may be amended by Bank from time to time.

**Payment and Dishonor of Exception Checks.** Customer shall review the Exception Check File and with respect to each Exception Check listed, Customer shall provide Bank with instructions to either pay, or not to pay and return, such Exception Check (“**Pay Instructions**”) by means of the Positive Payee Website. Pay Instructions shall be provided by Customer to Bank in the format and medium specified by Bank from time to time, by **11:00 a.m. Mountain Time (Daylight or Standard, as applicable)** on the Business Day the Exception Check File is posted to the Positive Payee Website. Bank shall finally pay and charge to the applicable Participating Account any Exception Check that the Customer directs the Bank to pay in the Pay Instructions. Bank shall return to the depository bank any Exception Check drawn on a Participating Account that Customer directs Bank not to pay and return. If Customer does not provide timely Pay Instructions for an Exception Check File, Bank shall return to the depository bank all Exception Checks on the Exception Check File. Any Exception Check paid pursuant to Customer’s Pay Instructions shall be deemed a “properly payable” check for all purposes under UCC Section 4-401.

**Revised Communications.** Customer or Bank, at their discretion, may each submit to the other party a revision of any Positive Payee System communication provided for under this Agreement. The revised communication must: (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, and (iii) be sent in the format and medium, by the deadline, and at the place,

established by this Agreement. Properly submitted revised communications shall constitute a revocation of the previous communication.

#### **Files.**

**Files Used by Bank.** In the preparation of the Exception Check File, Bank shall use only Issued Check Files received from Customer that comply with this Agreement and that have not been revoked in accordance with this Agreement. Bank shall not be obligated to comply with any Pay Instructions received in a format or medium, after a deadline, or at a place not permitted under this Agreement but may instead treat such Pay Instructions as though they had not been received.

**Files Used by Customer.** In the preparation of Pay Instructions, Customer shall use only Exception Check Files that have not been revoked in accordance with this Agreement.

**Detection of Errors.** Bank is not responsible for detecting any Customer error contained in any Issued Check File or Pay Instructions sent by the Customer to the Bank.

#### **Remedies.**

**UCC Liability.** To the extent applicable, the liability provisions of UCC Articles 3 and 4 shall govern the Positive Payee provisions of this Agreement, except as modified below.

**Wrongful Honor.** It shall constitute wrongful honor by Bank if Bank pays an Exception Check listed in a timely Exception Check File unless the Customer issued an instruction to pay in timely Pay Instructions. In the event that there is wrongful honor, Bank shall be liable to the Customer for the lesser of the amount of the wrongfully paid Exception Check or Customer's actual damages resulting from Bank's payment of the Exception Check. Bank expressly waives any right it may have to assert that the Customer is liable for the amount of the wrongfully honored Exception Check on the grounds that the Exception Check was properly payable under UCC Section 4-401. Bank retains the right to assert the Customer's failure to exercise reasonable care under UCC Sections 3-406(1) and 4-406(3). Bank's wrongful honor shall however constitute a failure of Bank to have exercised ordinary care under the loss allocation provisions of UCC Sections 3-406(2) and 4-406(5). Bank retains the right to assert the defense that the Customer has sustained no actual damages because Bank's honor of the Exception Check discharged for value an indebtedness of Customer.

**Wrongful Dishonor.** Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Check that Bank has been instructed to pay in timely Pay Instructions. Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4. Notwithstanding the foregoing, Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Check:

- a. that it reasonably believed was not properly payable; or
- b. if there are insufficient funds available for withdrawal pursuant to Regulation CC and Bank's applicable funds availability schedule and policies ("**Available Funds**") on deposit in the applicable Participating Account; or

- c. if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

**Rightful Payment and Dishonor.** Except with respect to forged or unauthorized drawer signatures as provided in the paragraph immediately below:

- a. if Bank honors an Exception Check in accordance with Pay Instructions issued by the Customer, such honor shall be rightful, Customer waives any right it may have to assert that the Exception Check was not properly payable under UCC Section 4-401.
- b. if Bank dishonors an Exception Check in accordance with the provisions of the above paragraph entitled *Payment and Dishonor of Exception Checks*, the dishonor shall be rightful, and Customer waives any right it may have to assert that the dishonor was wrongful under UCC Section 4-402.
- c. Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of the Agreement.

**Forged or Unauthorized Drawer Signatures.** Bank will not be liable for Losses paid, suffered or incurred by Customer, and Customer will reimburse Bank for any Losses paid, suffered or incurred by it arising out of the payment of any check which contains a forged or unauthorized drawer signature if the check has been authorized for payment by inclusion on an Issued Check File or by Customer's instruction to pay in timely Pay Instructions.

**Faulty Information.** Bank shall be liable for any Losses proximately caused by its honor of a check that was not properly payable, or its dishonor of a check that was properly payable, if the honor or dishonor occurred because Bank, in accordance with the provisions of this Agreement:

- a. should have shown the check on an Exception Check File but failed to do so; or
- b. showed the check on an Exception Check File but referenced the wrong check number, unless Bank provided the Customer with timely information that disclosed the error.

**Assignment.** To the extent that Customer suffers a loss under this Agreement, Bank assigns to Customer any claim that the Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under UCC Sections 4-207, 4-215, and 4-216.

**ACH POSITIVE PAYEE FEATURE** On each Business Day Bank will review ACH items that have posted to the Participating Accounts and provide Customer with a record of such ACH items that meet the parameters indicated on the Positive Payee System Exhibit ("ACH Items") by means of the Positive Payee Website by **7:00 a.m. Mountain Time (Daylight or**

**standard, as applicable).** Notice of the posting of such record shall be given to Customer by email to the email address specified in the Positive Payee System Exhibit. The Positive Payee System will provide Customer with the ability to return unauthorized items in accordance with method elected by Customer in the Positive Payee System Exhibit. All ACH transactions which Customer indicates shall be returned will be returned as an R29 – “Corporate Customer Advices Not Authorized.”

## **REMOTE DEPOSIT SERVICES**

**Remote Deposit Services.** Bank agrees to provide Customer with a remote image deposit system (“**Remote Deposit System**”) which will give Customer the ability to electronically deposit checks (as said term is defined by 12 USC 5002(6) and includes, but is not limited to, money orders, Traveler’s checks, official checks and cashier’s checks) (“**Items**”) to its accounts from its business location. Remote Deposit Services setup information is provided on the Remote Deposit System Exhibit.

**Remote Deposit System Description.** The Remote Deposit System provides access to an internet based program (“**Program**”) that, when used in connection with the certain equipment (described below), will allow Customer to scan and image Items (“**Images**”) and electronically transmit such Images to Bank for deposit in the Participating Accounts. Bank has the option of printing those Images as substitute checks or when permitted, transmitting the Images to the intermediary and/or paying bank.

**Items Eligible for Deposit.** Unless otherwise advised in writing by Bank, all Items are eligible for deposit via the Remote Deposit System except foreign items. U.S. savings bonds and cash (including coin and paper currency) are not eligible for deposit via the Remote Deposit System. All checks deposited through the Remote Deposit System will be deposited under the provisions of the applicable Deposit Agreements as modified by this Agreement.

**Equipment.** Use of the Remote Deposit System requires the use of a scanner (“**Scanner**”) that will be provided by Bank to Customer. Customer shall properly operate the Scanner and endeavor to keep the Scanner in good working order.

**Deposit Process.** Customer shall batch Images into single deposits (each a “**Deposit**”) in accordance with instructions provided by Bank from time to time, and transmit the Deposit for review by the Remote Deposit System. The Remote Deposit System will perform a quality check on the Images contained in the Deposit and shall notify Customer if there are errors with the Images or if the Deposit is ready for deposit. After correcting any identified errors (or removing from the Deposit any Items that cannot be conformed), Customer shall transmit the Deposit to Bank. The Deposit will be deemed complete upon Bank’s generation of an electronic confirmation of receipt (“**Deposit Receipt**”), which Customer acknowledges will be generated within one (1) Business Day after transmittal by Customer. The deposit acceptance time stamp generated by Bank on the Deposit Receipt shall be controlling as to the time of actual deposit completion. Deposits completed by **6:00 p.m. Mountain Time (Standard or Daylight, as applicable)** shall be deemed deposited on the same Business Day and Deposits completed after **6:00 p.m. Mountain Time (Standard or Daylight, as applicable)** shall be deemed deposited on the next Business Day. Customer acknowledges that acceptance by the Remote Deposit System for deposit does not guaranty that the quality and/or usability of the Images will meet the

standards of the paying bank. Funds availability shall be in accordance with Bank's standard funds availability policy.

### **Customer Responsibilities.**

**Security.** Customer must maintain the Scanner in a secure location, must restrict access to the Remote Deposit System to authorized personnel only and must maintain commercially reasonable safeguards for the handling, imaging, storage, destruction and electronic transmission of Items. Customer shall affirm to Bank in writing on an annual basis that commercially reasonable safeguards are in place regarding the handling, imaging, storage, destruction and electronic transmission of Items, and upon advance notice Bank may at least annually, on a random basis, conduct an audit of Customer's protocols to ensure that adequate safeguards are in place.

**Document Retention and Destruction.** Customer shall retain each original Item for a period of thirty (30) calendar days following deposit in a securely locked location with access restricted to only those employees with a specific need for access. During such retention period, Customer must be able to produce the original Item if requested by Bank. Customer shall destroy by shredding each original Item on the Business Day following the thirtieth (30th) calendar day.

**Training.** By using the Remote Deposit System, Customer acknowledges that it has received Remote Deposit System training.

**Compliance with Regulations.** Customer agrees to follow Automated Clearing House Rules and Regulations and the provisions of The Check Clearing of the 21<sup>st</sup> Century Act for all checks deposited and shall only deposit checks drawn on United States' financial institutions.

**Review and Preparation of Items for Deposit.** All Items shall be properly payable to Customer, contain the drawer's signature and be properly indorsed by Customer prior to deposit.

**Altered and Counterfeit Items.** Customer shall review Items to detect altered or counterfeit Items and shall not deposit suspicious Items via the Remote Deposit System or otherwise. Customer shall report suspicious Items to Bank for investigation.

**Creation of Images.** Customer agrees to review and validate the accuracy of the check data captured including the amount of the check and the legibility of the check image through the Remote Deposit System. Customer shall be responsible for insuring proper scanning of the front and back of Items and shall meet the resolution standards set from time to time by Bank. Customer must ensure that a full image is displayed and properly aligned and warrants to Bank that all Images are properly prepared. To the extent that the Remote Deposit System demands confirmation of an Item amount, Customer will enter the accurate amount of the Item. To the extent that the quality or usability of an Image does not permit accurate electronic transmittal, Customer is responsible for re-scanning the Item. Customer acknowledges that Images that do not meet the standards for deposit utilizing the Remote Deposit System shall be physically deposited at Bank.

**Deposit of Duplicate Items.** Customer warrants to Bank that no Item will be presented for deposit more than once either through use of the Remote Deposit System or by physical deposit of an original Item.

**Balancing of Deposits.** Prior to submitting a Deposit, the Remote Deposit System will require the Entry of the Deposit total. Customer shall provide an accurate total and will be responsible for insuring that the total amount of the Deposit indicated on the Deposit Receipt, and the total of the amount of the Items deposited, balance.

Customer acknowledges that if Customer does not satisfy the foregoing requirements in the deposit of an Item or Items, Bank will have a right to put a hold on the nonconforming Item(s) and chargeback Items that are not properly payable. Customer also acknowledges that any Item returned unpaid for any reason will be debited from the Participating Account. Customer must obtain Bank's approval to redeposit any Item returned unpaid and may only do so by physical presentment at Bank.

**Bank's Responsibilities.** Bank's only obligation shall be to utilize ordinary care in processing and depositing Items and Bank shall have no liability for the processing or deposit of any Item that does not conform to the standards set forth herein.

## GENERAL TERMS & CONDITIONS

The following terms and conditions govern all Selected Services provided pursuant to this Agreement.

**Administrator and Authorized Users.** Customer shall identify the Administrator(s) for each Service on the applicable Exhibit and the Bank will work directly with each Administrator to establish the Administrator's Access Credentials. An Administrator can only be changed by written notice provided by an Authorized Representative provided to Bank three (3) Business Days in advance.

An Administrator is automatically an Authorized User and can appoint, change, add or delete additional Authorized Users and establish Access Credentials and the scope of authority and access for all Authorized Users ("**Administrative Functions**"). Customer shall use prudence in selecting an Administrator and an Administrator shall use prudence in selecting Authorized Users and otherwise performing the Administrative Functions. Customer shall have total responsibility for supervising and maintaining control over its Administrators and Authorized Users. Customer hereby acknowledges that Bank is entitled to rely on the authorization information provided by Customer will reimburse Bank for all Losses arising from the actions of the Administrators and Authorized Users. Customer acknowledges that due to the risks associated with nonuse of the Systems by an Authorized User, each System will automatically remove individuals from Authorized User status when nonuse continues for 13 consecutive months.

If Customer or its Administrators seek assistance from Bank with the technical execution of Administrative Functions ("**Administrative Assistance**") and Bank agrees to assist Customer or its Administrator by inputting appointments, changes, additions and deletions of Authorized Users and their Access Credentials ("**Directives**") into the Systems, then the following provisions apply:

Directives shall be communicated to Bank in accordance with additional Security Procedures as established by Bank from time to time. Bank shall have two (2) Business Days to implement such Directives.

Customer acknowledges that involving Bank in the execution of the Administrative Functions through the communication of Directives increases the risk of unauthorized access to Systems, errors, and Losses. Customer further acknowledges that the Security Procedures established by Bank are designed to minimize risk, however, Bank assumes no responsibility for, and Customer accepts all risk associated with, the delegation of Customer's or its Administrator's Administrative Functions to Bank.

In addition to the Liability provisions otherwise applicable to this Agreement, with respect to Administrative Assistance, Bank will not be liable for any Losses paid, suffered or incurred by Customer, and Customer will reimburse Bank for any Losses paid, suffered or incurred by it, arising directly or indirectly as a result of or in connection with the delegation of Administrative Functions.

**Access Credentials.** Access Credentials must be used every time a System is accessed. Customer acknowledges that Access Credentials and instructions for use of the Services are confidential, that Customer is responsible for the security of such information, that there shall be only one Authorized User for every Access ID, and that Access Credentials should be immediately changed when an individual is no longer authorized to use a System, for whatever reason, or there is a reason to believe that an Authorized User's Access Credentials have been compromised. Customer agrees to assume all risk of accidental disclosure or inadvertent use of Access Credentials. Bank is not liable for any Losses caused by the improper or negligent maintenance of secure information or the actions of a third party as a result of unauthorized use of Access Credentials.

Customer assumes all liability and responsibility to monitor the Participating Accounts every Business Day. In the event that Customer discovers or suspects an objectionable or unauthorized transaction or activity in the Participating Accounts, Customer agrees to contact Bank immediately.

Bank may deny access to a Service without prior notice if it is unable to confirm to its reasonable satisfaction any person's authority to access a Service or if it reasonably believes such action is necessary for security or any other reason.

**Security Procedures and Requirements.** Customer agrees to comply with the security procedure requirements and terms described herein and in any documentation provided by Bank from time to time with regard to the Services ("**Security Procedures**"). Bank shall provide prior notice to Customer of any significant changes in the Security Procedures. If Customer continues to use a Service after the effective date of any revised Security Procedures, it shall be deemed to agree to such Security Procedures. Customer agrees to provide written notice of termination if and when Customer becomes dissatisfied with the Security Procedures.

Customer acknowledges that the purpose of the Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of any information. No Security Procedure for the detection of any such error has been agreed upon between the parties to this Agreement. Customer is strictly responsible for establishing and maintaining its own procedures to safeguard against erroneous or unauthorized transmissions.

Customer is solely responsible for providing and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Customer shall establish, maintain and enforce security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to information, data, Systems, Equipment and security procedures. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to the Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on the Customer's operating systems.

Customer acknowledges that the electronic transmission of confidential business and sensitive personal information is performed at its own risk. Customer further acknowledges that it is responsible for implementing and maintaining commercially reasonable in-house security measures and methods for the prevention and detection of fraud. Customer acknowledges and agrees that it is the Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate all Authorized Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank employees are directed to never contact Customer by e-mail in order to ask for or to verify account numbers, Access Credentials, or any sensitive or confidential information.

Customer warrants that no individual will have access to or use the Systems without proper supervision and training and Customer agrees to prohibit employees and agents from initiating and conducting transactions under any of the Services without proper supervision and adequate controls.

Some of the Services feature Internet-based or Internet-accessible applications or features. For such Services, communications of any type between Customer and the Bank or the Service shall travel over the Internet, which is an open communication network not within Bank's control. Customer understands and agrees that Bank cannot and does not provide any assurance that communications in connection with use of the Services will not be intercepted, corrupted, disclosed or misused by third persons. Customer accepts the Services on this basis and acknowledges that Bank has no liability for any interception, corruption, disclosure, misuse or similar event involving any communication in connection with the Services unless attributable solely to Bank's gross negligence or willful misconduct.

Customer shall maintain the confidentiality of the Security Procedures established by Bank and all Losses resulting from any breach of the confidentiality of such Security Procedures shall be Customer's sole responsibility. Customer shall immediately report any breach of the confidentiality of the Security Procedures or its general security measures to Bank. Bank shall have no liability to Customer for any breach of security resulting from any cause other than Bank's willful or grossly negligent conduct.

**Authorized Representative.** Bank may rely upon any and all information that it receives from an Authorized Representative acting on behalf of the Customer.

**Technology and Equipment Requirements.** Customer acknowledges that the Systems and Services require the use of certain equipment, computer hardware/software, internet access and other technology ("**Technology and Equipment Requirements**") to be supplied by Customer,

except as otherwise provided herein. At the commencement of this Agreement and from time to time as necessary, Bank will provide Customer with information regarding Technology and Equipment Requirements that must be met by Customer in order to utilize the Systems and Services. Customer shall maintain all Technology and Equipment in good working order and Bank is not liable for any Losses caused by (i) the improper or negligent maintenance of the Technology and Equipment, including, but not limited to Customer's computer systems or (ii) Customer's failure to abide by the Technology and Equipment Requirements.

**Data Security.** Bank agrees to maintain administrative, technical and physical measures (including firewall provisioning, intrusion detection, and regular third party vulnerability assessments) designed to preserve the confidentiality and security of Customer's data that conform to applicable law, generally recognized industry standards and best practices.

**Term.** The term of this Agreement shall commence on the date set forth on the signature page hereof (the "**Effective Date**") and shall continue thereafter until terminated by either party as set forth herein.

**Termination.** Bank may at any time and without advance notice terminate this Agreement or Customer's use of or access to any one or more of the Systems and Services (i) if Customer violates, breaches, or defaults in the performance of any material term, condition, warranty, or representation of this Agreement; (ii) if Customer provides a misrepresentation in connection with this Agreement; (iii) upon the occurrence and continuance of any default by Customer under any other agreement, loan agreement or promissory note signed by Customer in Bank's favor; and (iv) upon a material adverse change in Customer's operations, business, property, assets or condition. Otherwise, this Agreement and/or Services may be terminated by either party upon thirty (30) days prior written notice to the other party. Any termination of this Agreement shall not affect Bank's rights or Customer's obligations with respect to transactions initiated by Customer prior to such termination, or Customer's payment obligation for Services performed prior to termination. The provisions of this Agreement that are necessary to give effect to the purposes of this Agreement including, but not limited to, Customer's warranties and representations and the liability provisions of this Agreement shall survive the termination of this Agreement.

**Fees.** Customer will pay Bank fees for each Service ("**Fees**") as set forth in Bank's most current Fee Schedule, as may be changed or established from time to time, a copy of which shall be provided to Customer. If Customer uses a Service after receiving notice of a change in Fees, it shall be deemed to agree to the new Fees. Customer agrees to provide written notice of termination if and when Customer is dissatisfied with new Fees. Fees also include any fees charged by others that are passed through to Customer pursuant to this Agreement. Bank will collect the Fees by debiting any of the Participating Accounts for the amount of such Fees, without prior notice to Customer, on the day the Fees are due, unless otherwise agreed by Bank. The Fees imposed upon the use of the Services are in addition to any other service charges or fees imposed upon Customer and the Participating Accounts pursuant to the Deposit Agreements. All of the Services involve the use of Internet and/or wireless mobile device services. Customer agrees to pay for all Internet, telephone, and wireless mobile device charges or fees incurred in accessing the Bank's websites and utilizing the Services and acknowledge that its wireless provider's message and data rates may apply.

**Customer's Accounts.** Customer will maintain at least one (1) deposit account with Bank during the term of this Agreement and shall maintain a balance of available funds in its Participating Accounts sufficient to cover Customer's obligations under this Agreement. Customer authorizes Bank to debit the respective Participating Accounts or any of its accounts maintained at Bank for any amount it owes Bank as a result of this Agreement.

**Change in Procedures.** Bank may change and update operating procedures for a System, including but not limited to Technology and Equipment Requirements, Entry Restrictions, and Security Procedures and security enhancements, upon providing notice to Customer.

**System Availability.** The Systems may be unavailable at certain times for the following reasons:

- a. Scheduled maintenance or upgrades, which will typically occur from **10:00 p.m. to 2:00 a.m. Mountain Time (Standard or Daylight, as applicable)**.
- b. Unforeseen unscheduled maintenance as may be necessary from time to time.
- c. Outages caused by major unforeseen events impacting Bank or its third party processors, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone or internet service or electrical outages that interrupt access to the System.

Although Bank will make all reasonable efforts to ensure the availability of the Systems, Bank is in no way liable for the unavailability of the Systems or any consequential damages that may result therefrom.

**Recording and Use of Communications.** Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. The parties shall not be obligated to make such recordings.

**WARRANTIES.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEMS (INCLUDING, AS APPLICABLE, ANY OF THE PROGRAMS AND ANY EQUIPMENT ACQUIRED FROM BANK).

**Liability.** Information and data available via the Services or on the Systems are provided for reference purposes only. In the performance of the Services pursuant to this Agreement, Bank shall be entitled to rely solely on the information, representations and warranties provided by Customer pursuant to this Agreement and shall not be responsible for the accuracy or completeness of such information. Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal, or authorization of any check, entry, or electronic item) or those of any other person, including without limitation any Federal Reserve, Automatic Clearing House or transmission or communications facility, and any receiver or receiving depository financial institution, and no such person shall be deemed Bank's agent. Except as otherwise specifically provided in this Agreement, Bank will not be responsible for any Losses arising from the use of the Services, except actual damages incurred by Customer or to which Customer may be subject to the extent

that the Losses arise from Bank's own negligence or misconduct in performing the Services; provided that Bank shall not be liable for damages that exceed the limits set forth hereafter.

Without limiting the generality of the foregoing, Bank shall not be liable to Customer for: (a) any Losses caused in whole or in part by information or instructions that Customer, or any person on Customer's behalf provides to Bank; (b) any unauthorized actions initiated or caused by Customer or authorized on Customer's behalf; (c) the failure of third parties or vendors to perform satisfactorily, other than persons to whom Bank has delegated the performance of specific obligations provided in this Agreement; (d) the refusal of another financial institution to pay an electronic items for any reason (other than Bank's gross negligence or willful misconduct), including without limitation, any allegation that a check Entry or electronic items was allegedly unauthorized, was a counterfeit, had been altered or contained an unauthorized signature; (e) any person's inability to access the Internet or to transmit or receive data; (f) or failures or errors on the part of Internet service or telecommunication providers.

Under no circumstances will Bank be liable for any loss of profits, loss of goodwill, loss of data or use of data, opportunity costs or any incidental, special, indirect, punitive, third-party, or consequential damages, or damages caused by the action or inaction of Customer, the Administrator, an Authorized User, or an authorized agent, director, or officer, of Customer. Bank shall not be liable for any failure or delay in performance of its obligations under this Agreement or any Losses or delay caused by accidents; strikes; fire; flood; earthquake; disasters; war; terrorism; riot; equipment or system breakdown; electrical, mechanical or communication line failure; acts of God; government regulations or any cause which is reasonably unavoidable or beyond its control, provided that Bank has taken reasonable precautions to (a) avoid the occurrence of such situations as well as (b) promptly recover from them.

Except as required by applicable law or as specifically provided in the applicable Deposit Agreements, in no event shall Bank be liable to Customer for any more than: (i) for errors or omission with respect to the data transmitted or printed by Bank, the correction of the errors or omissions by re-presenting or re-issuing corrected electronic items to Customer or the relevant receiving party; (ii) for errors related to any check, entry or electronic item, the amount of such item, the amount of such check, entry, or electronic item; (iii) for personal injury or wrongful death, the sum of \$500,000.00; and (iv) for all other errors or liabilities (except arising out of Bank's gross negligence or willful misconduct), the total amount of the monthly service fee portion of the Fees paid to Bank by Customer for the applicable Service for the twelve (12) months prior to the occurrence of the Loss. Customer agrees that the Fees charged by Bank for the performance of the Services shall be deemed to have been established in contemplation of these limitations on Bank's liability.

Customer will reimburse Bank for any Losses paid, suffered or incurred by it, arising directly from: (i) Customer's performance of or failure to perform its duties and obligations in accordance with this Agreement; (ii) Customer's breach of any warranties contained in this Agreement; (iii) any forged or unauthorized signatures in any documentation executed in conjunction with this Agreement; and (iv) Bank's acting on any information or instructions furnished by or on behalf of Customer.

**Deposit Agreements.** This Agreement supplements and modifies any Deposit Agreements. Customer agrees to abide by the terms and conditions of the Deposit Agreements and this Agreement and if there is any conflict between them, the terms and conditions of this Agreement shall control.

**Notice.** Customer must promptly notify Bank in writing of any change in Customer's name, postal or email address or taxpayer identification number, and the effective date of any such change. Until such time as Bank actually receives such notice and has had a reasonable opportunity to act upon it, Bank may rely upon the information appearing on its records in sending any invoices, account statements or notices pursuant to this Agreement or any other information concerning the Services.

All notices, requests, demands or other communications provided for in this Agreement to be in writing shall be validly served, given or delivered if delivered in person or if mailed, postage prepaid to the applicable party at the address indicated below, unless another address is substituted by notice delivered or sent as provided herein.

If to Bank:

First Interstate Bank  
Operations Cash Management Division  
P.O. Box 30918  
Billings, MT 59116-0918

If to Customer:

The mailing address set forth at the end of this Agreement (or the most current mailing address that Bank has for Customer in its records) or by transmitting a notice to Customer via electronic mail ("**email**") to the email address set forth at the end of this Agreement (or the most current email address Bank has for Customer in its records). In the event Bank elects to transmit a notice by email and it receives an email delivery failure notification from Customer's email server or ISP, as the case may be, within two (2) business days after it transmits a notice to Customer, Bank will mail the notice to the mailing address set forth at the end of this Agreement (or the most current mailing address Bank has for Customer in its records). If Bank does not receive an email delivery failure notification within two (2) business days, Customer agrees that for purposes of this Agreement, Customer shall be deemed to have received the email notice on the business day Bank transmitted the notice, even though Bank may later receive an email delivery failure notification concerning the notice. All such notices, requests, demands and other communications shall be effective when sent unless otherwise specified. Customer understands and agrees that Bank's communication by means of an email transmission shall not evidence our agreement to conduct transactions of any type by electronic means, and that Bank specifically declines to conduct transactions by electronic means, except as specifically provided herein. Customer understands and acknowledges that access to the Internet and email are required to access notices electronically, and confirms that Customer has such access.

Any notice from Bank to Customer sent to the email address at the end of this Agreement (or the most current e-mail address in Bank's records) shall be deemed to constitute written notice hereunder. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

Notwithstanding the foregoing, the parties agree that notice of default or of any material change in, or issue with, the Services must be provided by Bank to Customer in writing to the mailing address set forth at the end of this Agreement (or the most current mailing address that Bank has for Customer in its records).

**Amendments.** From time to time Bank may amend this Agreement. Unless otherwise required by applicable law, such amendments shall become effective upon Customer's use of the Services after such amendments have been posted to the Website or upon delivery of notice to Customer, or such later date as may be stated on the Website or in Bank's notice to Customer. Customer's use of the Services or any additional or modified Service or Services after the effective date of such amendment shall constitute Customer's agreement to be bound by the terms of the amendment. No amendment requested by Customer shall be effective until signed by an authorized representative of Bank. Otherwise, this Agreement may be amended from time to time by mutual written consent of all parties.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. The parties hereby agree to submit to the exclusive jurisdiction of the state and federal courts of the State of Wyoming with respect to any lawsuit pertaining to this Agreement.

**Waiver.** No waiver by either party of any breach or default of any of the covenants or conditions herein contained and performed by the other party shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition.

**Assignment.** Except as set forth herein, neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation without required consent will be void. Notwithstanding the foregoing, Bank may assign this Agreement to an affiliate, subsidiary, successor or purchaser of Customer's Participating Accounts without prior consent.

**Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws and regulations with respect to this Agreement and such party's activities covered by or related to this Agreement, including but not limited to laws and regulations regarding anti-money laundering compliance and the sanctions laws administered by OFAC. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment.

**Business Use.** Customer acknowledges that the I Corp System and the Services are designed and intended to be utilized for business or commercial use only and that the Participating Accounts should only consist of Customer's business purpose accounts.

**Headings.** Headings used in this Agreement are for reference purposes only and are not deemed a part of this Agreement.

**Severability.** If any portion of this Agreement shall be held void or unenforceable, the balance thereof shall nonetheless be effective.

**Binding Effect.** The parties have read this Agreement and agree that they and their successors and assigns shall be bound by all of its terms and conditions.

**Entire Agreement.** This Agreement, together with any Exhibits, Addendums, and Security Procedures, constitutes the entire agreement between the parties with respect to the provision of cash management services and supersedes all prior agreements, if any, between the parties relating to the subject matter hereof.

**Time.** Time shall be of the essence of this Agreement.

**Counterparts/Electronic Transmissions.** A facsimile or electronic copy of this Agreement containing the signature of either party shall be accepted as the original. This Agreement may be executed in counterparts that together shall constitute one instrument.

**Authority.** Each party to this Agreement represents and warrants that the execution of this Agreement has been duly and properly authorized by it and that this Agreement is enforceable in accordance with its terms. The individual signing this Agreement on behalf of each party certifies that they are duly authorized to bind such party.

**Wyoming Governmental Claims Act.** Customer does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Sections 1-39-101, *et seq.* (the "Act") and Customer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Act. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to nullify the waiver of immunity in actions based on contract as provided in Wyoming Statutes 1-39-104(a). However, the liability limitations of the Act are specifically waived in the case of reversals of unauthorized or erroneous ACH entries; rejected ACH entries; forged or unauthorized drawer signature Items authorized for payment by Customer pursuant to the Positive Payee process; and other situations where Customer would otherwise be unjustly enriched.

**Customer's Postal Mailing Address for Notices Bank May Send (must be completed):**

City of Casper #272  
Finance Department  
200 North David St.  
Casper, WY 82601

**Customer's Email Address for Notices Bank May Send:**

lcarlson@cityofcasperwy.com

ACCEPTED AND AGREED as of the \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_  
("Effective Date"):

**FIRST INTERSTATE BANK**

By: Diana L. Wallace

Name: Diana L. Wallace 10/13/15

Title: Branch Manager, Casper East

**(This Agreement must be signed by a person authorized to sign agreements for cash management services).**

\_\_\_\_\_  
(Customer Name)

By: City of Casper

Name: Charlie Powell

Title: Mayor - City of Casper

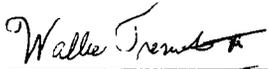
**EXHIBIT(S)**

**None**

APPROVAL AS TO FORM

I have reviewed the attached *Agreement with First Interstate Bank of Montana for Banking Services Under the Cash Management Services master Agreement*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: October 16, 2015



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Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO.15-301

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
FIRST INTERSTATE BANK OF MONTANA FOR BANKING  
SERVICES UNDER THE CASH MANAGEMENT SERVICES  
MASTER AGREEMENT

WHEREAS, the City of Casper is desirous of contracting for services related to cash management banking services; and,

WHEREAS, First Interstate Bank of Montana, is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with First Interstate of Montana for cash management banking services under terms and conditions more specifically delineated in the agreement.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

November 6, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: 2010 Natrona County Multi-Jurisdiction Hazards Mitigation Plan

Recommendation:

That Council, by resolution, adopt the 2010 Natrona County Multi-Jurisdiction Hazards Mitigation Plan.

Summary:

In accordance with Wyoming State Statute 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan and Program. In 2010, the City of Casper participated in an update to the 2004 Natrona County Hazard Mitigation Plan done through the Natrona County Emergency Management Office. Although the City participated and is reflected in the Plan, there is no record of its adoption.

The 2010 Natrona County Multi-Jurisdiction Hazards Mitigation Plan was approved by the Wyoming Department of Homeland Security and the Federal Emergency Management Agency (FEMA). Adoption of the Plan, would allow the City to apply for FEMA Hazard Mitigation Assistance grants.

A resolution has been prepared for Council's consideration.



# **NATRONA COUNTY MULTI-JURISDICTION**

# **HAZARDS MITIGATION PLAN**

## **2010 UPDATE**



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# ACKNOWLEDGMENTS

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We appreciate the participation of each of the agencies in Natrona County that assisted with advice, data, reviews and participation in the public process.

## **City of Casper**

Fire Department  
Police Department  
Planning Department  
Public Works Department  
Engineering Department  
Planning Department

## **Town of Mills**

Fire Department  
Police Department  
Public Works Department  
Engineering Department  
Planning Department

## **Natrona County**

Fire Department  
Sheriff Department  
Road and Bridge Department

## **Wyoming Department of Emergency Management**

Carrie Chitty – State Coordinator

## **NOAA**

Riverton Regional Office

## **Red Cross**

Natrona County

## **COORDINATORS:**

### **Natrona County Emergency Management**

Lt. Stewart Anderson  
Coordinator

Theresa Simpson  
Assistant Coordinator

## **State Forestry**

Casper Office

## **Town of Evansville**

Fire Department  
Police Department  
Public Works Department  
Engineering Department  
Planning Department

## **PLANNING CONSULTANT:**

### **WLC, Engineering, Surveying, and Planning**

Mayana Anderson, AICP  
Senior Planner

## **Town of Mills**

Fire Department  
Police Department  
Public Works Department  
Engineering Department  
Planning Department

# PARTICIPATION LEVEL

Jurisdiction	2010 Participation Level	NFIP Participants?	Adoption of Previous Plan	Changes in participation
Bar Nunn	WLC consultant visited with the Town to discuss this project at their Town Council.	**NSFHA	No	No original - no current meetings
Casper	Members of the City staff, council, emergency management and public attended meetings. In addition there was help in reviewing the document	Since 9/15/7 Current Map 7/16/04	TBD	Yes - continued to participate from original to current
Edgerton	WLC consultant visited with the Town to discuss this project. No other participation existed.	**NSFHA	TBD	No original - no current meetings
Evansville	Members of the Town staff and emergency management attended meetings.	Since 7/17/78 Current Map 7/16/04	Yes	Yes - continued to participate from original to current
Midwest	WLC consultant visited with the Town to discuss this project. No other participation existed.	**NSFHA	TBD	No original - no current meetings
Mills	Members of the Town staff and emergency management attended meetings.	Since 12/1/86 Current Map 7/16/04	Yes	Yes - continued to participate from original to current
Natrona County	Members of the County staff, commission, emergency management and public attended meetings. In addition there was help in reviewing the document	Since 8/15/78 Current Map 7/16/04	Yes	Yes - continued to participate from original to current

\*\* Non-special flood hazard areas: An area in a low to moderate risk flood zone (Zones B, C, X) that is not in any immediate danger from flooding caused by overflowing rivers or hard rains.++++

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# RESOLUTIONS

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## Natrona County Adopted Resolution – 2004

## Proposed Resolutions for Community Adoption – 2010

- Bar Nunn
- Casper
- Edgerton
- Evansville
- Midwest
- Mills
- Natrona County

*Requirement §201.6(c)(5): [The local hazard mitigation plan shall include] documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County Commissioner, Tribal Council).*

*Requirement §201.6(c)(5): For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.*

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**RESOLUTION NO.**

A RESOLUTION ADOPTING THE  
2010 NATRONA COUNTY HAZARD MITIGATION PLAN

Whereas, Natrona County, Wyoming is a duly organized political subdivision in the State of Wyoming; and

Whereas, pursuant to W.S. 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan and Program; and

Whereas, through the efforts of the Natrona County Emergency Management Office, in conjunction with the State Emergency Management Agency and the Federal Emergency Management Agency (FEMA) the County has prepared an updated Hazard Mitigation Plan; and

Whereas, the Town Council of Bar Nunn within Natrona County, Wyoming, proposes to adopt the 2010 Natrona County Hazard Mitigation Plan.

NOW, THEREFORE, the Town Council of Bar Nunn within Natrona County, Wyoming hereby resolves as follows:

1. That the Council hereby adopts, and by this reference incorporates the 2010 Natrona County Hazard Mitigation Plan, as part of the emergency management program for Bar Nunn.
2. That the Natrona County Emergency Management Office, a division of the Natrona County Sheriff's Office, is designated the Local Emergency Management Coordinator, pursuant to W.S. 19-13-101 et seq.
3. That the 2004 Natrona County Hazard Mitigation Plan be submitted to show compliance with the FEMA requirement for hazard mitigation evaluation and review.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2011.

County Commission  
Natrona County, Wyoming

Attest:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Town Clerk

---

**RESOLUTION NO.**

A RESOLUTION ADOPTING THE  
2010 NATRONA COUNTY HAZARD MITIGATION PLAN

Whereas, the **Town of Bar Nunn** within Natrona County, Wyoming is a duly organized political subdivision in the State of Wyoming; and

Whereas, pursuant to W.S. 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan and Program; and

Whereas, through the efforts of the Natrona County Emergency Management Office, in conjunction with the State Emergency Management Agency and the Federal Emergency Management Agency (FEMA) the County has prepared an updated Hazard Mitigation Plan; and

Whereas, the Town Council of Bar Nunn within Natrona County, Wyoming, proposes to adopt the 2010 Natrona County Hazard Mitigation Plan.

NOW, THEREFORE, the Town Council of Bar Nunn within Natrona County, Wyoming hereby resolves as follows:

1. That the Council hereby adopts, and by this reference incorporates the 2010 Natrona County Hazard Mitigation Plan, as part of the emergency management program for Bar Nunn.
2. That the Natrona County Emergency Management Office, a division of the Natrona County Sheriff's Office, is designated the Local Emergency Management Coordinator, pursuant to W.S. 19-13-101 et seq.
3. That the 2004 Natrona County Hazard Mitigation Plan be submitted to show compliance with the FEMA requirement for hazard mitigation evaluation and review.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2011.

Town Council  
Bar Nunn, Wyoming

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

---

**RESOLUTION NO.**

A RESOLUTION ADOPTING THE  
2010 NATRONA COUNTY HAZARD MITIGATION PLAN

Whereas, the **City of Casper** within Natrona County, Wyoming is a duly organized political subdivision in the State of Wyoming; and

Whereas, pursuant to W.S. 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan and Program; and

Whereas, through the efforts of the Natrona County Emergency Management Office, in conjunction with the State Emergency Management Agency and the Federal Emergency Management Agency (FEMA) the County has prepared an updated Hazard Mitigation Plan; and

Whereas, the Town Council of Casper within Natrona County, Wyoming, proposes to adopt the 2010 Natrona County Hazard Mitigation Plan.

NOW, THEREFORE, the Town Council of Casper within Natrona County, Wyoming hereby resolves as follows:

1. That the Council hereby adopts, and by this reference incorporates the 2010 Natrona County Hazard Mitigation Plan, as part of the emergency management program for Casper.
2. That the Natrona County Emergency Management Office, a division of the Natrona County Sheriff's Office, is designated the Local Emergency Management Coordinator, pursuant to W.S. 19-13-101 et seq.
3. That the 2004 Natrona County Hazard Mitigation Plan be submitted to show compliance with the FEMA requirement for hazard mitigation evaluation and review.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2011.

City Council  
Casper, Wyoming

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

---

**RESOLUTION NO.**

A RESOLUTION ADOPTING THE  
2010 NATRONA COUNTY HAZARD MITIGATION PLAN

Whereas, the **Town of Edgerton** within Natrona County, Wyoming is a duly organized political subdivision in the State of Wyoming; and

Whereas, pursuant to W.S. 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan and Program; and

Whereas, through the efforts of the Natrona County Emergency Management Office, in conjunction with the State Emergency Management Agency and the Federal Emergency Management Agency (FEMA) the County has prepared an updated Hazard Mitigation Plan; and

Whereas, the Town Council of Edgerton within Natrona County, Wyoming, proposes to adopt the 2010 Natrona County Hazard Mitigation Plan.

NOW, THEREFORE, the Town Council of Edgerton within Natrona County, Wyoming hereby resolves as follows:

1. That the Council hereby adopts, and by this reference incorporates the 2010 Natrona County Hazard Mitigation Plan, as part of the emergency management program for Edgerton.
2. That the Natrona County Emergency Management Office, a division of the Natrona County Sheriff's Office, is designated the Local Emergency Management Coordinator, pursuant to W.S. 19-13-101 et seq.
3. That the 2004 Natrona County Hazard Mitigation Plan be submitted to show compliance with the FEMA requirement for hazard mitigation evaluation and review.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2011.

Town Council  
Edgerton, Wyoming

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

---

**RESOLUTION NO.**

A RESOLUTION ADOPTING THE  
2010 NATRONA COUNTY HAZARD MITIGATION PLAN

Whereas, the **Town of Evansville** within Natrona County, Wyoming is a duly organized political subdivision in the State of Wyoming; and

Whereas, pursuant to W.S. 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan and Program; and

Whereas, through the efforts of the Natrona County Emergency Management Office, in conjunction with the State Emergency Management Agency and the Federal Emergency Management Agency (FEMA) the County has prepared an updated Hazard Mitigation Plan; and

Whereas, the Town Council of Evansville within Natrona County, Wyoming, proposes to adopt the 2010 Natrona County Hazard Mitigation Plan.

NOW, THEREFORE, the Town Council of Evansville within Natrona County, Wyoming hereby resolves as follows:

1. That the Council hereby adopts, and by this reference incorporates the 2010 Natrona County Hazard Mitigation Plan, as part of the emergency management program for Evansville.
2. That the Natrona County Emergency Management Office, a division of the Natrona County Sheriff's Office, is designated the Local Emergency Management Coordinator, pursuant to W.S. 19-13-101 et seq.
3. That the 2004 Natrona County Hazard Mitigation Plan be submitted to show compliance with the FEMA requirement for hazard mitigation evaluation and review.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2011.

Town Council  
Evansville, Wyoming

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

---

**RESOLUTION NO.**

A RESOLUTION ADOPTING THE  
2010 NATRONA COUNTY HAZARD MITIGATION PLAN

Whereas, the **Town of Midwest** within Natrona County, Wyoming is a duly organized political subdivision in the State of Wyoming; and

Whereas, pursuant to W.S. 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan and Program; and

Whereas, through the efforts of the Natrona County Emergency Management Office, in conjunction with the State Emergency Management Agency and the Federal Emergency Management Agency (FEMA) the County has prepared an updated Hazard Mitigation Plan; and

Whereas, the Town Council of Midwest within Natrona County, Wyoming, proposes to adopt the 2010 Natrona County Hazard Mitigation Plan.

NOW, THEREFORE, the Town Council of Midwest within Natrona County, Wyoming hereby resolves as follows:

1. That the Council hereby adopts, and by this reference incorporates the 2010 Natrona County Hazard Mitigation Plan, as part of the emergency management program for Midwest.
2. That the Natrona County Emergency Management Office, a division of the Natrona County Sheriff's Office, is designated the Local Emergency Management Coordinator, pursuant to W.S. 19-13-101 et seq.
3. That the 2004 Natrona County Hazard Mitigation Plan be submitted to show compliance with the FEMA requirement for hazard mitigation evaluation and review.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2011.

Town Council  
Midwest, Wyoming

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

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**RESOLUTION NO.**

A RESOLUTION ADOPTING THE  
2010 NATRONA COUNTY HAZARD MITIGATION PLAN

Whereas, the **Town of Mills** within Natrona County, Wyoming is a duly organized political subdivision in the State of Wyoming; and

Whereas, pursuant to W.S. 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan and Program; and

Whereas, through the efforts of the Natrona County Emergency Management Office, in conjunction with the State Emergency Management Agency and the Federal Emergency Management Agency (FEMA) the County has prepared an updated Hazard Mitigation Plan; and

Whereas, the Town Council of Mills within Natrona County, Wyoming, proposes to adopt the 2010 Natrona County Hazard Mitigation Plan.

NOW, THEREFORE, the Town Council of Mills within Natrona County, Wyoming hereby resolves as follows:

1. That the Council hereby adopts, and by this reference incorporates the 2010 Natrona County Hazard Mitigation Plan, as part of the emergency management program for Mills.
2. That the Natrona County Emergency Management Office, a division of the Natrona County Sheriff's Office, is designated the Local Emergency Management Coordinator, pursuant to W.S. 19-13-101 et seq.
3. That the 2004 Natrona County Hazard Mitigation Plan be submitted to show compliance with the FEMA requirement for hazard mitigation evaluation and review.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2011.

Town Council  
Mills, Wyoming

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

# CHAPTER 1 INTRODUCTION



*This chapter discusses Natrona County and the purpose and need for a Hazard Mitigation Plan.*

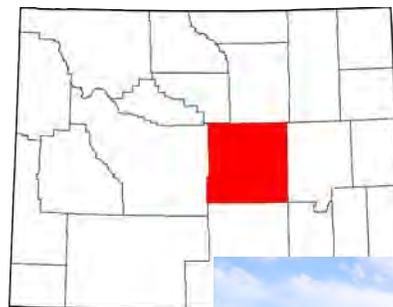
- Background Information on Natrona County
- Introduction to Mitigation
- Purpose of the Plan
- Existing Planning Document Incorporation

*Requirement §201.6(a)(3): Multi-jurisdictional plans (e.g., watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process ... Statewide plans will not be accepted as multi-jurisdictional plans.*

## BACKGROUND INFORMATION ON NATRONA COUNTY

Natrona County sits in the center of the state of Wyoming. From an emergency management point of view, the 5,376 square miles that fall within its borders, is a large area to not only respond to but also to plan for. Planning for the future of the County by enhancing the safety and welfare of the citizens is an important job. The population has continued to climb in the last ten years by approximately 12%. This places the estimated population of Natrona County roughly at 75,000 people. The population consists mainly of children, young families, and a solid middle-aged population. The population of persons 65 years or older is only 12.4%. This has an effect on planning for the community. In other areas of the Country, you may have a much higher level of immobility with an aging population. The importance of specific types of notification and evacuation for specific ages in the population vary. For younger age groups and families, alternative systems such as a reverse 911 program that will text and email becomes a far better way to reach the population.

The population is located in seven jurisdictions including Bar Nunn, Casper, Edgerton, Evansville, Midwest, Mills, and Natrona County in general. The population is by far the highest with the city limits of Casper at 52,089 persons. Yet, as growth continues to occur within Natrona County, more and more people are choosing to live within the smaller communities, as well as in areas that are more highly susceptible to natural hazards such as fire, high winds, severe winter storms, and flooding. Therefore, while a large percentage of the response efforts and abilities are focused within the City of Casper, the entire County must be analyzed for the potential to increase, expand and prepare for disaster events.



### Census Population by Jurisdiction (2000):

- Bar Nunn 936
- Casper 52,089
- Edgerton 169
- Evansville 2,255
- Midwest 408
- Mills 2,591

While much planning focus over the past decade has targeted growth, energy opportunities, development, financial stability and general focus of economic and population trends, it is important to understand the role that mitigation planning has and continues to evolve. In order to provide the citizens of Natrona County the health and welfare goals they are hoping to attain, safety continues to be at the top of the list for the community. In order to retain young employees and families, to ensure a strong continued economy, the community must maintain a high level of efficient response mixed with mitigation planning for new infrastructure, protection of natural resources, education, codes and critical facility enhancement. The term livability defines the reason “people live where they live.” Creating a community that provides the needed services an individual requires provides livability and leads to a stronger more vibrant County, Town, or City.

## INTRODUCTION TO MITIGATION

What is MITIGATION? Mitigation is the process of creating an implementing sustained actions aimed at reducing or eliminating the long-term risk to human life and property from hazards (Mitigation Planning Guidance). When looking at mitigation from a county wide perspective, it is important to understand that mitigation is multi-layered and requires both plan development and participation.

The planning side of mitigation, looks at each jurisdiction for strengths and weaknesses. The strengths might include, new infrastructure, hardened shelters, or an education campaign on flooding. The weakness might be the need for protection of a natural resource such as a floodplain or a riverside area. By allowing these areas to be protected in their natural state, through development restrictions, other local populations maintain their existing flood protection. A mitigation strategy in this weakness situation could be the implementation of stricter development standards for certain areas in the community to enhance flood protection. It takes community participation and strong will to create great mitigation ideas and then champion them through the system.

*“Hazard Mitigation is sustained action taken to reduce or eliminate long-term risk to people and their property from hazards and their effects.”*



The participation side of mitigation is to include and involve each of the jurisdictions, agencies and citizens. By pooling together ideas and resources the County as a whole is better protected and prepared for disasters. In addition to the altruistic benefits, there is also the need to participate in order to be eligible to apply for the funding. All jurisdictions must either adopt their own mitigation plan or adopt the county wide plan. In the front of the report there are sample resolutions provided for each community to utilize.

## PURPOSE OF THE PLAN

The purpose of the **Hazard Mitigation Plan** is to take a careful look at the types of facilities, infrastructure, plans, policies, and people that make up the emergency management community. Once an in house audit has been performed the question to answer is where and to what extent do changes need to be made.

The areas where changes need to be made fall into four categories.

1. Infrastructure
2. Structures
3. Natural Resources
4. Policies / Education

Natrona County faces a number of hazards, flooding, wind, and severe winter storms rank high on the list. Looking at the community and deciding the best courses of action define the purpose of the plan. This document shows the steps in this process. The four steps in accomplishing this include:



### EXISTING PLANNING DOCUMENT INCORPORATION

Part of organizing resources includes organizing resources. This mitigation plan is not a stand alone document. Reviewing other local plans and establishing a link between them allows the integration needed to provide the full service incorporation.

At this time there is not a clear understanding of documents that have “referenced” the Hazard Mitigation Plan within their documents. As this has not been occurring we are requesting that any documents that are developed within the 5-year cycle of 2010-2015, to please provide a reference to this document and the Natrona County Emergency Management Office.

Currently the Casper Metropolitan Planning Organization is completing several projects including a Comprehensive Plan Update and GIS aerial flights. The Natrona County Comprehensive Plan will include language describing the mitigation plan as a source of information and projects that are based on current and future development patterns. The second project, GIS aerial flights, will provide one-foot contours for the entire County. These contours can better determine where flooding and landslides have a higher potential of occurring. The next update to the mitigation plan will provide maps and information to indicate these hazardous areas.

The **Natrona County Wildfire Hazard Assessment Plan** is an important document that was reviewed in organizing resources. This document looked at vegetation, wind, rain, drought, insects, and diseases and drew conclusions of high risk areas. The goals set out by the plan sought to provide a vision to reduce risk to homeowners and firefighters and to promote natural fire regimes where possible (prescribed burns and underbrush removal) Restoration protocols included “fuel treatment, harvesting of forest product, prescribed fire, mechanical treatment, and other means of providing breaks in the forest fuel continuity.”

The specifics covered in focus on prairie fire hazards, forest land fire hazards, forest health and mountain areas. Natrona County is drastically aware of the combination of these hazards with the fire that occurred on the west end of Casper Mountain in 2005. Fuel build up, drought, and pine beetle damage have increased these hazards. Because of the arid climate, dead trees remain intact for long periods of time and add to the fuel load.

Wildland urban interfaces must be maintained. These are areas where people have chosen to place homes, lodges, recreation facilities, and other structures. Maintaining strict policies for defensible spaces through the current “Firewise” program has brought the needed attention to the development within these areas.

The areas defined in the plan include:

1. Alcova Reservoir
2. Casper Mountain Community
3. Goose Egg
4. Rattlesnake Mountains
5. South Bighorn

Utilizing graphics from the [Wildfire Hazard Assessment Plan](#), included here are the steps to make a home in forested areas defensible. Mitigation comes from individuals taking the first step in protecting their personal property.

By not making this mitigation document a “stand-alone” product, the goals, objectives, and implementation policies become incorporated as the total mitigation vision for the region.

*Requirement §201.6(c)(4)(ii): [The plan shall include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.*

# CHAPTER 2

## COMMUNITY INVOLVEMENT



*This chapter discusses the community involvement and planning process.*

- Jurisdictions
- Meetings
- Plan Maintenance
- Implementation and Monitoring

### JURISDICTIONS

The first step in creating a plan that has community buy-in is to create a team of the people that are from many different jurisdictions and have the greatest interest in the project. The Natrona County Mitigation Plan utilized both the existing County staff as well as a consulting firm to ensure that a wide variety of expertise and interest were incorporated.

Departments Involved:

- Natrona County Sheriff's Office
- Natrona County Emergency Management
- Natrona County Fire Protection District
- City of Casper Fire and EMS
- City of Casper Police Department
- Natrona County Branch of the American Red Cross
- Natrona County GIS Department
- Town of Evansville Police Department
- NOAA
- BLM
- Jurisdictions (Casper, Bar Nunn, Midwest, Edgerton, Evansville, Mills)
- Private Industry Companies

**Requirement §201.6(b):** *In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:*

- (1) *An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;*
- (2) *An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and*
- (3) *Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.*

### MEETINGS

Many different communities and agencies responded differently when requested to be involved. Based on their existing staff and workloads, some agencies were able to quickly participate and offer assistance while others offered certain expertise and data but could not attend meetings. Therefore, we structured the participation in a variety of ways. The first step was to notify by letter all the jurisdictions and agencies of the upcoming need for their participation in the updates of the mitigation plan. The follow-up to the letter was the kick-off meeting. To prepare for this meeting all agencies and jurisdictions were contacted via email and phone calls requesting their attendance. The letters and email/phone list are in Appendix A.

*Requirement §201.6(c)(1): [The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.*

Advertisement to all of the communities in the area as well as in the Casper Star Tribune and on the Natrona County Emergency Management Facebook page invited the community to get involved in updating the Mitigation Plan! The kick-off meeting, held March 16, 2010, was well attended by a variety of jurisdictions. The Sign-in sheet is included in Appendix A. The representation included representatives from the City of Casper, Natrona County, the Town of Mills, and the Town of Evansville. The workshop reviewed

the basics of mitigation planning, history of hazards, projects to include in the document, cost-benefit analysis, and the funding source for mitigation projects. There were exercises and activities completed and involvement by all attendees. From this meeting, a request was made to create a subcommittee to meet and review the mitigation plan and its compliance with the new FEMA crosswalk. Those volunteers were separately contacted to participate in the review.

Because several of the jurisdictions were not able to attend the consulting firm met with Bar Nunn, Edgerton, and Midwest in separate meetings to explain the process and the

*44 CFR Part 201.6(b)(1): The planning process shall include an opportunity for the public to comment on the plan during the drafting stage and prior to plan approval.*

value of their involvement. These meetings took place at the end of March 2010. Mills and Evansville discussed their communities and the projects they'd like to present at their April staff meetings, Planning and Zoning, and Town Council meetings.

The subcommittee met in April 2010 to review the crosswalk, the existing Mitigation Plan, and the proposed draft updates. Once satisfied with the latest updates, the plan was placed in the County Office, County Library, and City Hall. Advertisement of availability for public comment and review was placed on the Natrona County Emergency Management website, Facebook Page, and in an advertisement in the Casper Star Tribune.



**Natrona County Emergency Management**  
a division of the Natrona County Sheriff's Office

---

Mark Benton Sheriff	Lt. Stewart Anderson Coordinator
David Kinghorn Undersheriff	Theresa Simpson Deputy Coordinator

March 1, 2010

All Agencies and LEPC Members:

Natrona County has a history of providing the best mitigation strategies possible to protect its citizens from both natural and man made hazards present in the region. The document that lays out these goals, objectives, and policies for providing this service is the Natrona County Hazard Mitigation Plan.

This plan is currently in the process of going through the 5-year update required by FEMA and the Department of Homeland Security. The update looks at any losses that have occurred as well new development. New development is reviewed in order to determine the total dollars loss if a hazardous event was to occur. As each of the jurisdictions in the region have experienced significant growth – this update is highly important.

**We need each of you – to participate in the update of this plan!**

The benefit to each community in participating in the update is to add to the list of specific mitigation projects proposed within the document. Each project a community proposes will be included in the plan. As mitigation funding becomes available on a yearly basis, or after an event, each jurisdiction can apply for those monies to support their projects. Examples of past and ongoing projects currently listed in the plan include:

- Alert and warning system
- Community Emergency Response Team (CERT)
- Platte River Parkway
- Wyoming Firewise
- Eastdale Creek Detention Reservoir
- Town of Evansville storm water projects

**We need each community – to add new projects to the list!**

The kickoff meeting for this project will be held **Tuesday March 16<sup>th</sup>, 10 AM – 12 PM** at The Natrona County Agricultural and Learning Center at 2011 Fairgrounds Road in the Mills/Evansville Room.

You will each be receiving a call from Mayana Anderson (Emergency Management Planner) from WLC, Engineering, Surveying, Planning who we are utilizing to assist in the update of the plan. If you have further questions feel free to contact her at 307-266-2526.

Sincerely,

Lt. Stewart Anderson  
Coordinator  
Natrona County Emergency Management

**201 NORTH DAVID 2<sup>ND</sup> FLOOR - CASPER WY 82601**  
Phone: 307-235-9205 FAX: 307-235-9652 email: ncema@natrona.net

Each of the jurisdictions were sent emails and updates requesting project ideas to be included on the list of mitigation projects, as part of the plan, along with cost-benefit analysis and details. Projects were submitted from Casper, Evansville and Mills.

The final workshop was held May 6, 2010 and a preliminary draft of the plan was presented. The GIS Map Book that provided a comprehensive view of the hazards and structures in the area was reviewed for any final comments. A ranking exercise for all of the projects that each jurisdiction provided was conducted with the participants. The document was provided in PDF format for any final comments that the committee wanted to provide.

## **PLAN MAINTENANCE**

The Natrona County Emergency Management Office, in conjunction all levels of government in all jurisdictions, will review the Natrona County Mitigation Plan periodically. These reviews will be held annually. In addition, public meetings may be held as necessary to receive public input on both the plan and any proposed or ongoing projects. Further discussions of the plan will be made open to the public by having the plan as an agenda item in Local Emergency Planning Committee (LEPC) meetings, which will also be advertised.

Public meetings, when held, will provide the community with a snapshot of where the plan is, what projects have been funded, and what the goals can be for the upcoming year. This is also a great opportunity for agencies and communities to update the projects they would like to see funded by HMA or PDM funds.

The Plan will be updated and submitted to FEMA every five years subsequent to date of approval.

The planning/zoning/land use departments of the different jurisdictions will also be consulted for any mitigation type of projects in progress or possible future projects. Appropriate changes will be made, if necessary. As development trends change and new technology is presented, such as the “GIS 2010 Aerials,” this information will be added to the Plan and updated.

The Natrona County Emergency Management Office will then make a recommendation to the Natrona County Commission as to adopt any of those changes.

*Requirement §201.6(c)(4)(i): [The plan maintenance process shall include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.*

All levels of local government shall incorporate the requirements and proposed projects/measures of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, as appropriate. And in turn, suitable mitigation actions/projects/ measures identified by any jurisdiction can be considered for inclusion into this plan. The county/city planning departments will be involved in scheduled periodic reviews of the plan.

### **IMPLEMENTATION AND MONITORING**

It is important to understand that this document has the potential to bring results. Those results will not come from sitting on a shelf, being on a website, or being looked at once a year. Instead, the document needs to have implementation and be carefully monitored. Making that happen comes from understanding the responsibility of each community and those members willing to champion this process.

#### **Budgets:**

Budget mitigation projects into county, city, town and department yearly plans. Instead of simply waiting for the next disaster to make sure a project gets done. While proposed projects may or may not get hazard mitigation funding the first year, putting those projects into yearly budgets will allow the projects to come to the forefront and be more highly regarded for the opportunities that do arise.

#### **Regulatory:**

Adding a hazard element to a comprehensive plan will be very important in promoting the need for funding. It is also important that as development trends shift, that the hazards facing population concentrations is addressed through design and construction codes.

#### **Partnerships:**

Getting the entire community involved provides momentum and strength to a project. Creating public private partnerships is one of the first steps. By having a local government partner with a private business there is the opportunity for local citizens to benefit during disasters through discounts. Volunteers can also be utilized to perform work on environmental, structural, and educational projects.

*Requirement §201.6(c)(4)(iii): [The plan maintenance process shall include a] discussion on how the community will continue public participation in the plan maintenance process.*

The **Hazards Mitigation Plan** will be implemented by agencies working to achieve the mitigation projects they deem important and place on the list in the mitigation plan. In order to provide accurate monitoring the plan must have responsibilities assigned. This can come in a progress sheet sent to communities requesting a yearly update of the current status of each project (application, implementation, completion).

Finally it is important to celebrate success projects! Make sure the community knows when a mitigation project is complete. This can come from a newspaper article on the project, a social networking announcement, or even from attending town council meetings to offer congratulations to those involved in reducing risks to hazards.



# CHAPTER 3

## COUNTY RISK ASSESSMENT



*This chapter discusses the Natrona County patterns of development and the associated risks.*

- Community Risk Profile
- Development Trends
- Critical Facilities
- GIS Map Book
- Hazard Profiles and Vulnerability
- Hazards Analysis

### COMMUNITY RISK PROFILE

There are many risks facing Natrona County. In addition to the list of natural hazard descriptions below, there are other man-made issues that create the need for preparing through mitigation. The Natrona County Fire Department website summarizes them efficiently:

- Location and Use Concerns
- Large County in square miles
- General Industry and Businesses
- Oil and Gas Refineries and Production Sites
- Pipelines and Storage Facilities
- Chemical Production and Experimentation Sites
- Residential Subdivisions and Rural Ranches

These uses and the general size of the County create the need for very specific response protocols. Response considerations are:

- Natrona County International Airport
- Two Hydroelectric Dams
- Major River Drainage
- Rail System
- Mountain Ranges
- Urban Interface
- Structure Fires
- Wildland Fires
- Emergency Medical Services

*44 CFR Part 201.6(b)(1): The planning process shall include an opportunity for the public to comment on the plan during the drafting stage and prior to plan approval.*

Mitigation planning is not response planning. However, the mitigation can enhance response times, protect emergency staff, and provide additional protection to residents who will encounter hazards, both natural and man-made. Understanding limitations that emergency staff currently face can be turned into a project. Ensuring that each community has a structurally sound and hardened room or facility in which to perform an emergency duty ranks high on the list of potential mitigation projects.

Providing citizens in high-risk wildfire areas, the proper education on defensible spaces can ensure their safety as well as the response teams. Creating codes and regulations that require secondary access to all fire prone rural residential subdivisions will create higher protection for future developments. Another project that will help with response times and citizen protection is tornado shelters. Mitigation planning is all-encompassing and should be viewed from the ground to the codes.

## DEVELOPMENT TRENDS

Most communities in Natrona County have felt growth with the exception of Midwest and Edgerton, which have maintained a steady population.

The **Town of Bar Nunn** has recently adopted new zoning codes and subdivision regulations in the pre-emptive action to ensure their community is prepared and well planned. An ideal next stage for them may be to identify additional mitigation regulations that would provide additional support to the fire and police needs of the community. In addition, looking at a community center with a well-protected and hardened emergency operation room would be a great goal.

The **Town of Mills** has a long history of industrial and commercial development. The important mitigation strategy for Mills is the need to identify facilities within the community that contain hazardous materials. This inventory would provide a better approach to any development that is situated close to or within the floodplain. In addition looking at a community center with a well protected and hardened emergency operation room would also be an ideal project for Mills as they continue to grow. They have seen some growth in multi-family residential. In the next five (5) years they are expected to see growth in single-family affordable houses on the southern boundary of the Town, based on current approved site plans.

The **Town of Evansville** has had a huge growth spurt in single family residential, town homes, and twin homes in a single subdivision called Eagle Estates. This subdivision does border the North Platte River. While the majority of the subdivision lies completely out of any designated floodplain, several parcels on the northern end do intersect the 500-year floodplain. Ensuring that these residents are well aware of any potential protocols for flood events is crucial. An education campaign for this community would be an excellent mitigation strategy. In addition, looking at a community center with a well-protected and hardened emergency operation room would also be an ideal project for Evansville as the Town continues to grow.

Being the highest populated community in Natrona County, it is understandable that the **City of Casper** has had the most diverse amount of growth. The following information was obtained from the City of Casper Planning Department. The majority of the commercial and office development is occurring on the east and the west sides of the City, in the McMurry Business Park and the Mesa/Mountain Plaza areas respectively.

*Requirement §201.6(c)(2)(ii)(C):  
[The plan should describe vulnerability in terms of] providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.*

There is also the Old Yellowstone District (OYD) Redevelopment Area in the City core, which, once completed, will be a mixed use development. There has been an increase in the total number of apartment projects around town, and they are distributed throughout the community. New single-family development has been fairly distributed as well; however, the west side of the City (River West Area) is receiving the majority of the “affordable” housing development. With the state of the current economy, higher end housing is not being built at a level that dictates any trends.

From 2000 to 2009, Casper had an influx in the number of new housing units built. However, growth rates have slowed significantly since 2008 and are projected to be lower in the next decade. The recent market study, done by the 2010 Comprehensive Plan consultant, shows a demand for approximately 3,700 housing units over the next 10 years. That growth is distributed throughout the Metropolitan Planning (MPO) area (Casper, Bar Nunn, Evansville, and Mills), and therefore is not a complete description of the situation in Casper. In recent years, the demand seems the strongest for houses on the “affordable” end of the price spectrum. Because of special financing through the Department of Agriculture, which was only available outside the City of Casper, much of the recent affordable housing has been constructed in Bar Nunn and Evansville.

Building permit data was collected from each of the communities in the MPO for the 2010 Comprehensive Plan update and are as follows:

- The Town of Bar Nunn issued 394 building permits between 2002 and 2009.
- The Town of Evansville issued 202 building permits between 2007 and 2009.
- The Town of Mills reported that 130 building permits were issued between 2004 and 2009.
- City of Casper reports 1,852 building permits were issued for between 2000 and 2009.

This steady increase in the total number of residents in the area gives credence to the need to increase the number of mitigation projects completed in the community. As the populations increase and the development of new commercial and industrial projects expand, it is imperative to ensure that future development that may occur in hazard prone areas is mitigated or limited. The current total number of structures that are within the floodplain by community are:

- Natrona County - 1,709
- Evansville - 226
- Mills - 453
- Casper - 4,148

In addition to looking at the existing structures, it is important to look at the future zoning. The FEMA website describes the HAZUS-HM program as a powerful risk assessment methodology for analyzing potential losses from floods, hurricane winds, and earthquakes. In HAZUS-MH, current scientific and engineering knowledge is coupled with the latest geographic information systems (GIS) technology to produce estimates of hazard-related damage before, or after, a disaster occurs.” Utilizing the HAZUS data additional information was provided.

*Requirement §201.6(c)(2)(ii)(A): The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area...*

The HAZUS information was also reviewed to analyze how much of communities with the highest populations are currently zoned within the FEMA floodplain boundaries and what the majority of the zoning is. This information provides the support for creating additional overlay areas or additional regulations or restrictions. The tables show the Town, the zoning, and the acreage of zoning that lies within the HAZUS flood areas.

CASPER ZONING WITHIN HAZUS FLOOD AREA	
ZONING	ACREAGE SUMMARY
AG	2.0
C2	82.3
C3	2.5
C4	51.2
COUNTY	66.0
ED	17.6
HM	20.0
M1	164.2
M2	2121.6
OYDSPC	37.8
PH	1896.0
PUD	544.7
R1	136.1
R2	190.7
R3	113.7
R4	13.8
R5	22.8
R6	33.3

EVANSVILLE ZONING WITHIN HAZUS FLOOD AREA	
ZONING	ACREAGE SUMMARY
Commercial	16.8
Heavy Industrial	67.6
Light Industrial	3.5
Public	425.3
R1	148.7
R2	44.2
R4	8.6

MILLS ZONING WITHIN HAZUS FLOOD AREA	
ZONING	ACREAGE SUMMARY
EB	19.8
EI	154.3
ER	35.0
PLI	50.8

*Requirement §201.6(c)(2)(iii): For multi-jurisdictional plans, the risk assessment must assess each jurisdiction's risks where they vary from the risks facing the entire planning area.*

## HAZUS SUMMARY

HAZUS is a regional multi-hazard loss estimation model that was developed by the Federal Emergency Management Agency (FEMA) and the National Institute of Building Sciences (NIBS). The primary purpose of HAZUS is to provide a methodology and software application to develop multi-hazard losses at a regional scale. These loss estimates would be used primarily by local, state and regional officials to plan and stimulate efforts to reduce risks from multi-hazards and to prepare for emergency response and recovery.

As Natrona County has recently experienced with the summer flooding of 2010 it is very important to understand what dangers and risks exist. Using the HAZUS program there are several conclusions that have been determined for the buildings located with the 100-year floodplain. In addition the attached map book gives an excellent visual reference, geographically, where those buildings facing the most damage are located. The HAZUS data can be found in the appendix.

- HAZUS estimates that there are 33,039 buildings in the region which have an aggregate total replacement value of 4,405 million (2006 dollars).
- HAZUS estimates that about 1,864 buildings will be at least moderately damaged. This is over 25% of the total number of buildings in the scenario. There are an estimated 421 buildings that will be completely destroyed.
- HAZUS estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories: 1) Finishes (dry wall, insulation, etc.), 2) Structural (wood, brick, etc.) and 3) Foundations (concrete slab, concrete block, rebar, etc.). This distinction is made because of the different types of material handling equipment required to handle the debris. The model estimates that a total of 38,055 tons of debris will be generated. Of the total amount, Finishes comprises 54% of the total, Structure comprises 18% of the total. If the debris tonnage is converted into an estimated number of truckloads, it will require 1,522 truckloads (@25 tons/truck) to remove the debris generated by the flood.
- HAZUS estimates the number of households that are expected to be displaced from their homes due to the flood and the associated potential evacuation. HAZUS also estimates those displaced people that will require accommodations in temporary public shelters. The model estimates 2,350 households will be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 5,740 people (out of a total population of 66,533) will seek temporary shelter in public shelters.

Looking at the results that are reflected above and in the model, providing both temporary shelter as well as a designated debris hauling contract list would be excellent arenas for the jurisdictions to promote as mitigation projects.

## **CRITICAL FACILITIES**

Critical facilities are defined as any facility that is both important to the community and needs to remain functional during a natural or man-made hazards event. The list can include, essential facilities, transportation, utilities, high dollar loss facilities and any area storing hazardous materials. The critical facilities were mapped in the GIS Map Book attached to this document. Below is the list of facilities that fall into these categories.

### **Essential Facilities**

- Hospitals and other medical facilities
- Police stations
- Fire stations
- Emergency operations centers
- Evacuation shelters
- Schools

### **Transportation Systems**

- Airports
- Highways
- Bridges
- Road beds
- Railways

### **Utility Systems** (not mapped but are identified by each community)

- Potable water
- Wastewater
- Oil
- Natural gas
- Electric power
- Communication systems

### **High Potential Loss Facilities** (not mapped but are identified by each community)

- Dams
- Military installations

Hazardous Material Facilities are not mapped but are identified by each community and are included in a yearly report as part of the CAMEO software. Hazardous Material Facilities include any facility that when faced with a destructive hazard has the potential to contaminate the areas with corrosives, explosives, flammable materials, radioactive materials, and toxins.

In addition to the critical facilities that are important to functionality of the community, there are other assets to the community that should be considered when conducting an inventory:

- Vulnerable populations (elderly, non-english speakers and group homes)
- Major employers
- Historic resources
- Natural resources

The important information and potential projects to be included in the Plan, is the need to restrict future critical facilities from locating in hazard prone areas. This can be accomplished by a couple of different methods. One is as simple as implementing code requiring that all new critical facilities be reviewed by the Natrona County Emergency Management Department for approval. Another is to create more complicated overlay zoning districts that prohibit critical facilities from being located in the floodplains, landslide areas, or fire sensitive communities. The need to protect the future critical facilities is a high priority function of mitigation planning.

### GIS MAP BOOK

A GIS Map Book was created in order to provide a clear picture of the current critical facilities, the potential hazards and vulnerabilities that exist in the community, and the future development trends. The Map Book can be seen as an addition to this document. These maps can be utilized to support grants as a visual representation of the hazards and needs on the ground.

### HAZARD PROFILES AND VULNERABILITY

Natrona County's geography ranges from desert like land to pine covered mountains. The North Platte River runs through most of Natrona County. Three dams are on the North Platte located within the county boundaries, and two more dams are upstream of those but lie in a bordering county. All dams are upstream of the dense population areas. Oil and gas, ranching, and tourism are the main financial stay of the County.

The history of hazards that affect Natrona County are severe winter storms, severe thunderstorms, flash flooding, flooding, tornadoes, hazardous materials release from fixed facilities and transportation routes, wildland fires, earthquakes, and the possibility of terrorist events. For a historical time line of these events, see Appendix A of this plan.

In order to provide a clear picture of the past five (5) years since the previous adoption of the plan, the 2005-2010 hazards events are listed on page 25. While this list includes many different events, it shows far fewer events than actually take place in Natrona County. Events that include high wind, and severe winter storms are many times not reported, as they are considered "normal seasonal fluctuations." Yet, the high level of wind could easily rival hurricane strength winds in other parts of the country. Therefore, the assumption in place is that while this is a great list for general mitigation planning, additional attention should be placed on severe weather scenarios.

*Requirement §201.6(c)(2)(ii): [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.*

## SEVERE WEATHER – TORNADES, LARGE HAIL, WINTER STORMS, FUNNEL CLOUDS

- 2006: June 4 – Funnel cloud spotted NW of Airport, no damages reported
- 2006: August 26 – Funnel cloud spotted in the Wardwell area, no damages reported
- 2007: July 23 – Tornado near Hat Six Road, no damages reported
- 2007: July 25 – Severe thunderstorms with hail and funnel clouds, no significant damages reported
- 2007: August 2 – Funnel cloud with hail and heavy lightening near Indian Springs area, no damages reported
- 2007: August 22 – Tornado near Cole Creek Road and Sand Drift – no damages
- 2008: June 18 – Tornado near the Bar Nunn area with no damages reported
- 2009: June 20 – Tornado in the eastern part of Natrona County with no damages reported
- 2009: July 3 – Tornado in the eastern part of Natrona County reported with no damages
- 2009: August 24 – Tornado spotted near Edness Kimball Wilkins Park with no damages reported

## WINTER STORMS

- 2007: March 30 – Five to ten-foot drifts that affected the entire county with one reported death
- 2009: Spring blizzard, no significant damages

## DROUGHT

Disaster declarations for drought from 2005 every year through 2009.

## HAZMAT

- 2006: January 12 – HWY 220 Accident involving roll-over of semi truck carrying sodium cyanide
- 2008: April 25 – Tanker truck oil spill of motor oil on Robertson Road and CY Avenue
- 2009: May 30 – Oil Camp Road, several oil tanks on fire
- 2009: June 19 – Radiological incident at Tuboscope on Zero Road, Wyoming Recycling, and City of Casper Balefill
- 2010: March 2 – Gas leak and explosion in Bar Nunn with one injury

## FIRES

- 2006: June 8 – Above Garden Creek Heights
- 2006: June 20 – Pine Ridge east of Midwest
- 2006: June 29 – Cole Creek and Bull Run roads requiring evacuations
- 2006: July 18 – Pine Ridge Sawmill Fire
- 2006: August 11 – Pine Ridge
- 2006: August 5 – Rattlesnake Mountains
- 2006: August 6 – Casper Mountain Fire/Jackson Canyon, requiring evacuations, federal fire declaration
- 2006: August 14 – West side of Casper Mountain Jackson Canyon area, required evacuations
- 2009: Lightning struck oil tanks numerous times causing large fires

*Requirement §201.6(c)(2)(i): [The risk assessment shall include a] description of the ... location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.*

**HAZARD- FUTURE PROBABILITY, POPULATION, PROPERTY AND ECONOMIC IMPACT**

The methodology for the determination of the ranking of the hazards included the following:

**Probability** - reviewing the past total number of occasions and looking for any trends that may have changed since the 2005 plan update we determined the future probability would be rare, occasional and frequent.

**Population** - looking at the total number of events, probability for a reoccurrence and population changes since 2005 we determined the severity of an event on the current County population. Total population effected includes low, medium and high levels.

**Property** - because some hazards would be more damaging to property if they were to occur, the plan looks at the probability of the hazard occurring and the value of the areas that would be affected, in order to rank low, medium and high.

**Economic** - the economic impact of a hazard is a reflection on not only the frequency, total damage value, but also the amount of money needed for recovery, in order to rank low, medium and high

Hazard	Probability	Population	Property	Economic	Jurisdictions
<b>SEVERE WINTER STORMS</b>	OCCASIONAL	HIGH	MEDIUM	LOW	All within Natrona County
<b>SEVERE WEATHER (THUNDERSTORMS, TORNADOS) *</b>	FREQUENT	HIGH	MEDIUM	MEDIUM	All within Natrona County
<b>FLASH FLOODING</b>	OCCASIONAL	MEDIUM	MEDIUM	HIGH	Casper, Mills, Evansville
<b>FLOODING EVENTS</b>	FREQUENT	HIGH	MEDIUM	HIGH	Casper, Mills, Evansville
<b>EARTHQUAKES</b>	RARE	HIGH	HIGH	HIGH	All within Natrona County
<b>HAZARDOUS MATERIALS</b>	OCCASIONAL	MEDIUM	MEDIUM	MEDIUM	All within Natrona County
<b>FIRES</b>	FREQUENT	LOW	MEDIUM	HIGH	All within Natrona County
<b>DROUGHT</b>	FREQUENT	MEDIUM	LOW	LOW	All within Natrona County
<b>TERRORISM</b>	RARE	MEDIUM	LOW	LOW	All within Natrona County
<b>OTHER (EXPANSIVE SOILS, ABANDON MINES)</b>	RARE	LOW	LOW	LOW	All within Natrona County

\*No occurrences of Hurricanes or Tsunamis exist in Wyoming therefore they are not prioritized

**ECONOMIC LOSSES BASED ON BUILDING TYPE AND NUMBER**

Economic loss is two-fold. There is the loss of dollars, time, sense of safety and general recovery numbers that equate to an enormous drain on a community after a disaster has occurred, The projects proposed in this document are meant to mitigate for all and increase the speed and effectiveness of post recovery efforts. Yet, the bottom line, when it comes to the amount of time needed for recovery the total number of structures, types and value of structures that will need to be either removed, or rebuilt are a large part of the picture. Below is the analysis of the type of disaster and the potential losses that could occur.

There are several types of hazards that are included under the “maximum exposure” description. These hazards can not be tracked as placing any one area of the community in danger. If any of these disasters occur they could affect any portion of the population within the County, therefore maximum exposure could be expected. Those hazards include: Severe winter storms, Severe weather (thunderstorms, tornados), Earthquakes and Terrorism.

Maximum Exposure for Natrona County - Numbers of Buildings by Type

Wood	Steel	Masonry	Concrete	Manufacture
23462	1225	623	2725	3686

Maximum Exposure for Natrona County - Numbers of Dollars Loss by Buildings Type

Wood	Steel	Masonry	Concrete	Manufacture
2816591	504900	327133	589974	159183

Flooding exposure as discussed and viewed in the GIS Map Book accompanying this document, has a been calculated per the FEMA floodplain and identification of facilities within the areas of potential flooding.

	Totals	Wood	Steel	Masonry	Concrete	Manufacture
Total Buildings	7124	4800	258	550	141	1375
Total Exposure	862365	504457	109757	81236	111593	55322
Value x 1,000	862365000	504457000	109757000	81236000	111593000	55322000

*Requirement §201.6(c)(2)(ii)(A): The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area ...*

Fire exposure from wildland fires has also been calculated looking at the Natrona County Fire report, and the census data blocks have created the following economic risks.

	Totals	Wood	Steel	Masonry	Concrete	Manufacture
Total Buildings (High Danger Level)	5463	3890	138	413	83	939
Total Buildings (Moderate Danger Level)	2302	1766	62	186	36	252
	Total Exposure	Wood	Steel	Concrete	Masonry	Manufacture
High Fire Danger	1430789	1002384	116865	79770	158124	73646
x1,000	1430789000	1002384000	116865000	79770000	158124000	73646000
Moderate Fire Danger	279111	218448	13650	8588	27462	10963
x1,000	279111000	218448000	13650000	8588000	27462000	10963000

The potential for landslide economic loss was established by looking at the past history of landslides, locations and census data.

Landslide Areas (2000 Census Values)							
Exposed Values (Type)	Total	Residential	Commercial	Industrial	Agriculture	Religion	Education
	111001	98378	8963	2469	241	394	556
x 1,000	111001000	98378000	8963000	2469000	241000	394000	556000
Building Type (Materials)	Total	Wood	Steel	Masonry	Concrete	Manufactured	
	910	674	21	11	68	136	

## HAZARDS ANALYSIS

### SEVERE WINTER STORMS

These events occur almost annually. The highest probability of these events occurring is from September through April. However, there is a history of these types of storms occurring in different years all months of the year. These events can bring very cold temperatures, strong winds and/or heavy snow. These storms can cause major highways to be shut down thus isolating the populated areas and cause motorists to be stranded on the highways as well as those residents who live in rural areas. Power outages have also occurred due to very cold temperatures and /or heavy snowfall.

*Requirement §201.6(c)(2)(i): [The risk assessment shall include a] description of the type ... of all natural hazards that can affect the jurisdiction.*

Natrona County has historically experienced several severe winter storms. Severe weather events in the County from 1950 to the present are included in the appendix. The snow, ice, and extended periods of cold associated with winter storms could potentially affect Natrona County's infrastructure. For example, heavy snow and ice precipitation could shut down County transportation systems. Blocked roads and railroads could result in isolation from needed amenities including food, water, fuel, medical supplies, and emergency services.

County power and communication systems could also be compromised due to winter storms. Power and phone lines could freeze or be knocked down. Lack of electricity and communication with the outside world could further hinder residents' ability to sustain them throughout a storm. Stranded motorists and people unexpectedly caught outside in winter storms risk hypothermia, starvation, and even death without adequate shelter, food, and water supplies. Search and rescue teams and emergency medical services could be strained by attempts to rescue such people. Natrona County has large ranching communities and wildlife populations that may also be impacted by severe winter storms. Freezing streams can make water supplies scarce for both livestock and wildlife. Heavy snowfall could hinder both the animals' ability to find food and ranchers' attempts to bring food to their livestock. Finally, without adequate shelter, prolonged exposure to cold and wet conditions could ultimately result in loss of life.

Winter storms could also cause structural damage to county buildings and residences. Heavy snow loads can collapse roofs and extreme cold temperatures can freeze water pipes. Finally, flood events may result from winter storms if warm temperatures cause large snow packs to melt quickly. HAZUS data does not currently exist for this hazard.

**Property Affected:** MEDIUM

**Population Affected:** HIGH

### SEVERE THUNDERSTORMS:

These events occur annually usually in the months of April through September. These storms have produced frequent lightning, strong down bursts and fronts producing strong straight-line winds, small to large hail, funnel clouds and tornadoes. These events produce secondary hazards of flash flooding, wildfires, and damage from the tornadoes and straight-line winds. The damages that these events cause, therefore, are varied and affect all Natrona County jurisdictions. See Appendix A for a historical listing.

**Property Affected:** MEDIUM

**Population Affected:** HIGH

**FLASH FLOODING:**

Natrona County has several streams, intermittent streams, and drainages. The majority of these lead to the North Platte River. Flash flooding has occurred in most of these streams as well as some of the drainages. Flash flooding in these areas area is usually precipitated by a large amount of rain falling in the streams drainage area, the breaching of dams, or a combination of both. These events have been short lived—however, they can be devastating and have taken lives. The main streams that effect population are Garden Creek, Elkhorn Creek, Casper Creek, Wolf Creek, Squaw Creek, and Webb Creek. Other drainages that have shown a history of flash flooding and effect population include Sage Creek Drainage and Eastdale Draw Drainage. All creeks and drainages mentioned above come from the area of Casper Mountain, with the exception of Casper Creek, which comes from the west. Due to the creeks and drainages coming off Casper Mountain to the South of the City of Casper, and/or the foothills of Casper Mountain. The hazard is not only the amount of water, but the speed, force, and debris an event will gather coming downhill to the North Platte River.

Mitigation activities have been undertaken and continue in these areas by the City of Casper, Towns of Evansville and Mills, and Natrona County by building catch basins and/or improving drainage in these areas by means of storm drain systems to lessen the impact of these events on life and property. All jurisdictions also partake in the National Flood Insurance Program. All jurisdictions have a potential for this hazard with the exception of the Town of Bar Nunn. Bar Nunn could only be affected with a flash flood if a thunderstorm were to heavy moisture directly on top of the Town. The Town is located on high ground area.

**Property Effected: MEDIUM**

**Population Effected: MEDIUM**

*Requirement §201.6(c)(2)(ii): [The risk assessment shall include a] description of the jurisdiction’s vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.*

**FLOODING EVENTS:**

The North Platte River traverses the southern half of Natrona County, entering from the south and flowing downstream to the north-northeast, through the Town of Mills, City of Casper, and Town of Evansville. The route then heads east to the Converse County line. Flooding of low areas within the above jurisdictions was a yearly event in the spring until upstream dams were built early in the 1900s. These dams control the annual spring run-off to a point. Four dams lie up stream of Casper along the North Platte River—Seminoe, located in Carbon County, and Pathfinder, Alcova, Greys Reef all within Natrona County. A worse case scenario would be a failure of Seminoe Dam, which would then possibly breach all of the other down stream dams. This type of an event would possibly cause \$343,351,288.00 (market value) in damaged according to the 2001 Natrona County Assessors Office assessments. However, flooding has occurred along the North Platte River during the spring, summer, and winter months.

The spring flooding is usually due to reservoirs being at maximum capacity and spilling over. This is usually due to high snow-packs in the contributing mountains. This usually lasts into the summer months. Only the lowest lying areas have been impacted, with the last event being in 1985. The North Platte River has a winter running value of 500 to 750 Cubic Feet a Second (CFS). During the spring into summer months, the State of Nebraska has water rights and thus requires more water. This makes

the North Platte River flow 2000 to 3000 CFS. During years of high snow pack and if the reservoirs are at capacity, the river has swelled to 6000 CFS during the spring and early summer. There are also incidents of minor flooding every winter during cold temperatures due to ice jams on the river. These events occur in different areas along the river, depending upon water and ice conditions and usually result in very little, if any, damage due to current mitigation programs.

U.S. Geological Survey  
National Flood Frequency Program  
Water-Resources Investigations Report 94-4002

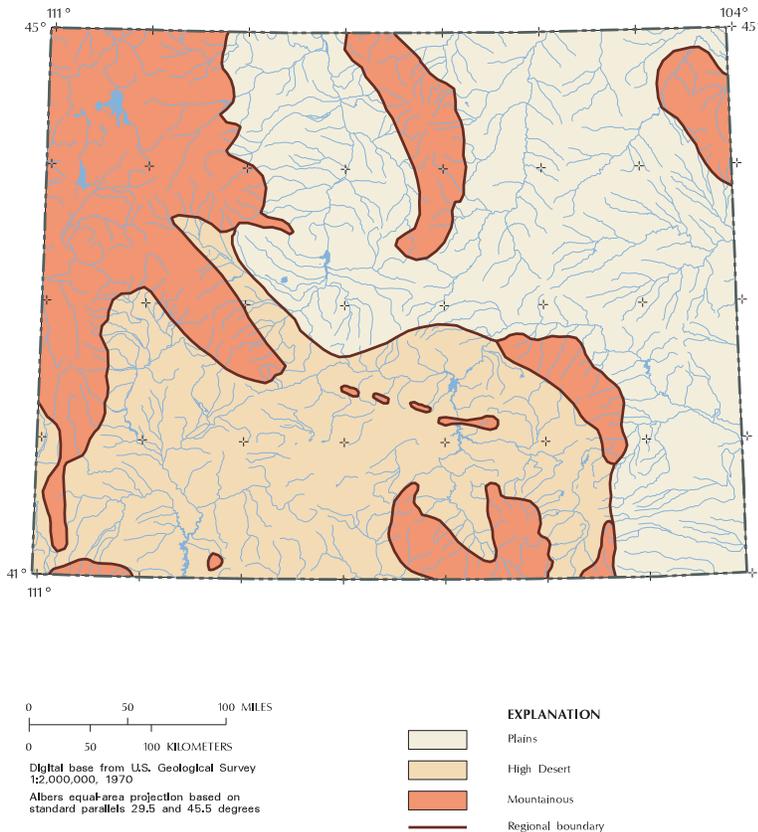


Figure 1. Flood-frequency region map for Wyoming.



Natrona County does partake in the National Flood Insurance Program and some homeowners subscribe to the coverage. All jurisdictions assisted in building the Platte River Parkway Project. This mitigation project acquired land along the banks of the river and put in a paved walkway. The project also turned the areas either into greenway or left the areas natural. Either way, no buildings are allowed in these areas. Ice jams have caused flooding in these parkway areas resulting in no damages.

All jurisdictions could be affected by a flooding event with the exception of the Town of Bar Nunn. The Town has no creeks or rivers within it and it lies several miles from any creek or river. The Town is also situated on much higher ground than any creek or river. The 100-year flood plain map can be found under tab F.

**Property Affected:** HIGH

**Population Affected:** MEDIUM

### **EARTHQUAKES:**

Occasional earthquakes have occurred within Natrona County or have been felt by residents. Some buildings sustained damage with recorded quakes in 1897 and 1984. Parts of two fault systems lie within Natrona County. Current building codes meet the zone that has been established for the area. Community education continues with the Community Emergency Response Team (CERT) classes in earthquake family and home preparedness and mitigation activities. Damage potential is estimated to possibly be \$200 million with a 6.5 magnitude earthquake. Injuries and deaths would be dependant on exactly where the earthquake is centered as well as the time of day and day of week that it occurred. Earthquakes can affect all jurisdictions in Natrona County

**Property Affected:** HIGH

**Population Affected:** HIGH

### **HAZARDOUS MATERIALS:**

Hazardous materials are manufactured, stored, and transported throughout Natrona County. Appendix A describes different events/releases that have occurred. Some injuries and some deaths have occurred within these incidents. Most incidents have involved hydrocarbon type substances or sulfuric acid all jurisdictions can be affected by hazardous materials incidents involving fixed facilities or transportation.

**Property Affected:** MEDIUM

**Population Affected:** MEDIUM

### **FIRES:**

Natrona County has had a history of yearly wildfires as well as occasional large structure fires. See Appendix A and the GIS Map Book. Some of the wildland fires have required evacuation of residents and have damaged or destroyed homes and outbuildings. One of the highest concerns for wildland fire urban interface areas is Casper Mountain. There are 450 structures on the mountain with most being year-round homes. As the population grows, more homes are being built in interface areas on Casper Mountain, the north foothills of Casper Mountain, the Rattle Snake Mountains, Alcova Reservoir area, and other areas outside any corporate limits. However, all jurisdictions have been and can be affected by this hazard. Complete HAZUS data does not exist for this hazard except for the mapping of high-risk areas. Maps of high fire areas as well as exposure valuations can be found in the GIS map book.

**Property Affected:** MEDIUM

**Population Affected:** LOW

### **TERRORISTIC EVENTS:**

Law Enforcement agencies have identified several potential targets throughout Natrona County. These specific potential targets will not be identified in this Plan. Historically, most of the terrorist events have been that of either bomb threats or an actual explosive device found. (See appendix A). All jurisdictions have a potential of being affected by this event or having such an event occur within their jurisdiction.

**Property Affected:** LOW      **Population Affected:** MEDIUM

### **DROUGHT:**

Natrona County goes through different “cycles” of drought, usually lasting three to four years. Due to the agricultural industry, livestock, and some crops, the effect to economy can be serious. Some indicators are now available to the National Weather Service to attempt to predict drought conditions. Drought disaster declarations have been signed and declared in Natrona County in 1984, 2000 through 2009. Drought conditions may again be expected for 2010-2015. The areas most affected by drought are wildfire potential and economic losses to livestock businesses. Ranchers are culling their breeding herds due to not having enough natural feed per animal unit. In addition, feed that is farmed such as alfalfa hay, is also effected by the drought therefore making the hay much more difficult to grow or very expensive to purchase. A ripple effect is being felt by ranch supply businesses, i.e. feed stores, farm/ranch equipment stores, as a result of lower profits in the ranching business. All jurisdictions have been affected and can be affected by this event.

**Property Affected:** MEDIUM      **Population Affected:** LOW

### **OTHER HAZARDS:**

Natrona County does have areas of wind blown deposits as well as slide areas. The wind blown deposit areas are mostly of sand dune types and have very little effect on property or population. The Town of Mills is unaffected by this hazard. The rest of the jurisdictions are affected.

Landslide areas also exist throughout Natrona County. Most have had very little effect on property, except those located on the north side of Casper Mountain. Some homes are built there. Therefore, property affected would be low. The most affected jurisdiction would be unincorporated areas of Natrona County. Mills and Bar Nunn are unaffected.

The other minor hazards located within Natrona County are that of some small mining areas and expanding soil areas. These areas are all extremely small in size and number and are in non-populated areas.

There are numerous abandoned underground coal mines in Natrona County. Although some may have been reclaimed, no development should be allowed at the sites until it can be shown that reclamation has occurred and that the reclamation has been successful. The coal mines below are organized by topographic quadrangle.

#### Brookhurst Quadrangle:

Unnamed prospect/mine - T33N R78W Section 20

Casper Prospect - T33N R78W Section 22

#### Clarkson Hill Quadrangle:

Red Ash Mine – T32N R82W Section 14

Freeland Quadrangle:

Unnamed Mines – T31N R80W Sections 9 and 10

Unnamed Mine – T32N R80W Section 31

Garfield Peak Quadrangle:

Unnamed Mine – T33N R87W Section 4

McRae Gap Quadrangle:

Unnamed Mine – T34N R88W Section 14

Poison Spider Quadrangle:

Efell Mine 8-1 – T33N R82W Section 8

Pratts Soda Lakes Quadrangle:

Swigart Mine 2-1U – T34N R78W Section 2

Powder River Quadrangle:

Powder River Mine – T35N R85W Section 14

Stinking Water Creek Quadrangle:

Oil City Mine – T33N R86W Section 27

Waltman Quadrangle:

Armento Mine – T36N R86W Section 5



There are a few abandoned underground hard rock mines and prospects in Natrona County. Although several have been reclaimed, no development should be allowed at the sites until it can be shown that reclamation has occurred and that the reclamation has been successful. The hard rock mines below are organized by topographic quadrangle. Approximate locations from: Hausel, W.D., 1997, Copper, lead, zinc, molybdenum, and associated metal deposits of Wyoming, Wyoming State Geological Survey Bulletin 70, 229 p.

Barlow Gap Quadrangle:

Cowpie Prospect – T32N R87W Section 21

Lost Muffler Prospect – T32N R87W Section 16

If any of the above mines are found to be un-reclaimed and appear to pose a hazard to the public, the Abandoned Mine Lands Program at the Wyoming Department of Environmental Quality should be contacted. Their phone number is (307) 777-6145, and their address is AML-DEQ, Herschler Building – 3W, 122 West 25th, Cheyenne, WY 82002. The AML program can evaluate the mine and arrange for reclamation.

**Property Effected: LOW**

**Population Effected: LOW**



# CHAPTER 4

## GOALS, OBJECTIVES & ALTERNATIVE ACTIONS

*This chapter discusses the Natrona County mitigation goals, objectives within the goals, and the actions that can be taken to accomplish those goals.*

- Goals
- Objectives
  - Prevention
  - Property Protection
  - Natural Resource Protection
  - Structural Projects
  - Emergency Management
  - Public Education and Awareness
- Mitigation Strategies by Hazard
- Prioritized Actions by Community
  - Natrona County Continued Actions
  - City of Casper
  - Town of Evansville
  - Town of Mills
  - Natrona County

### GOALS

Each of the original goals of the Natrona County Hazard Mitigation Plan was reviewed to determine if it continued to be valid for the 2010 update. The conclusion indicated that the goals were valid and an addition of several objectives to each goal would strengthen their intent. Each of the proposed actions satisfies a portion of the goals. In the prioritization of the projects, provided by the local jurisdictions, each goal was analyzed to determine how the project would achieve the goal.

**Goal 1:** Planning to take actions to mitigate the effect of those hazards through education, ordinances and resolutions, and proper project analysis, will reduce the loss of property and life safety of the County's residents.

**Objective 1.1:** The County and jurisdictions will participate in activities and support mitigation projects that enhance the protection of citizens from hazards.

**Objective 1.2:** The County and jurisdictions will create public awareness campaigns to educate citizens of the possible hazards associated with flooding.

**Goal 2:** Coordination among all entities of Natrona County to assess all hazards and take various actions to reduce or eliminate the risk factors of those hazards.

**Objective 2.1:** The county and jurisdictions will participate and support projects that ensure emergency services are properly equipped and trained to provide the level of service the community deserves.

**Goal 3:** Reduce the economic impact on the local economy caused by the effects of hazards in the communities.

**Objective 3.1:** Communities working together shall develop policies that either limit or provide additional mitigation measures required for development within hazard prone areas.

The goals can only be accomplished by actions. These actions are identified for each hazard. The specific projects that each community proposes, must address either a specific hazard or an all hazards event. The categories of “types of projects” that should be included are defined below, along with sample projects. In addition, at the end of the document, there is a list of many more mitigation ideas. In the subsequent monitoring and updates, the goal is to expand the list of projects and continue the action and implementation of the mitigation plan.

*Requirement §201.6(c)(3)(i): [The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.*

## PREVENTION

Preventative actions are put into place to protect vulnerable populations from existing hazards. They are often regulatory and put into place by local regulations. They identify there is an existing problem and hope to limit additional losses.

- Planning and zoning
- Building codes
- Open space preservation
- Floodplain regulations
- Stormwater management regulations

## PROPERTY PROTECTION

Property protection is normally associated with repetitive loss structures and is meant to take specific properties and elevate, move, or retrofit to prevent further loss.

- Acquisition
- Relocation
- Elevation
- Critical facilities protection
- Retrofitting

## NATURAL RESOURCE PROTECTION

If the natural flow of a wetland, river, or other water body will protect the population from further hazards events, these functions and resources should be protected.

- Floodplain protection
- Erosion and sediment control
- Wetland preservation and restoration

## **STRUCTURAL PROJECTS**

Structural mitigation projects are usually designed by engineers and are meant to enhance the area's infrastructure and provide alternative routes for water through flood prevention.

- Reservoirs
- Floodwalls
- Diversions / detention / retention
- Storm sewers

## **EMERGENCY MANAGEMENT**

Often not included in mitigation planning, the need for qualified, skilled, and equipped emergency personnel does enhance the ability to minimize hazards events.

- Warning systems
- Evacuation planning
- Emergency response training and exercises

## **PUBLIC EDUCATION AND AWARENESS**

Public education and awareness activities are used to advise the community on ways to protect themselves and their property.

- Outreach Projects / Brochures / Emergency Kits
- Speakers / Educational Projects
- Hazard Maps

## MITIGATION STRATEGIES BY HAZARDS

### ALL HAZARDS:

Natrona County's first priority is life safety. Education is a key to this goal and therefore has been a leading activity and will continue to be a leading activity of mitigation. An all hazards approach has been taken in planning for events. With the exception of hurricanes and tsunamis, all other natural hazards are contained in our planning. With the exception of nuclear power plants, all other man-made hazards are also included in our planning.

Partnerships with private individuals, companies and other governmental entities have been used in the past and will continue to be used for future mitigation activities. The predictions of areas and critical facilities affected for flooding are identified in the GIS Map Book. Hazardous materials transportation routes are also identified critical facilities "transportation maps" located in the GIS Map Book. It is difficult to predict what areas would be affected by hazardous materials releases due to the different nature of each material and weather conditions. It is just as difficult to predict areas affected by severe summer storms due to their scattered nature. Severe winter storms usually affect the entire County. Wildfire areas have been identified and mapped by severity potential by the Forest Service and locally by the Wyoming Firewise Committee.

Currently the City of Casper, Natrona County and both Mills and Evansville utilize Geographic Information Services (GIS) and have quite an extensive layering system including flood plain identification. Currently, mapping in the County is being accomplished for addresses of rural residence for the Public Safety Communications Center's E911 system. Continuing land use ordinances and resolutions will be reviewed and/or adopted by Natrona County and all other jurisdictions.

**Priority: HIGH**

### SEVERE WEATHER:

Continued education of the potential for severe weather, the possible results of a severe weather event, and how to be prepared for and recover from an event has been a priority with the Natrona County Emergency Management Agency. Educational forums such as Winter Weather Awareness Weeks, Spring Severe Weather Awareness Weeks, public displays, public presentations, Community Emergency Response Team (CERT) Program, and Public Service Announcements via radio, television and newspapers have also been implemented. Tying down modular homes for wind events as well as for constructed homes, and the placement of hurricane clips due to our high-wind areas are examples of suggestions made to the public.

*Requirement §201.6(c)(2)(ii): [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.*

Severe weather warning systems are presently available through the NOAA weather radio or video crawlers on a local television channel, or local radio stations as well as the outdoor warning siren systems.

In addition, the public service communication center together with the Natrona County Emergency Management agency has launched a program to identify citizens with disabilities throughout the County. The Casper / Natrona County Health Department also maintains a registry on citizens with special needs. Mass notification system exist within the School District population as well as the Casper College community. The Natrona County EMA is focused on Funding for additional mass notification systems such as Reverse 911 system and the expansion of the current outdoor warning system via grants or option sales tax revenues.

**Priority: HIGH**

### SEVERE WINTER STORMS:

Possible mitigation actions could include public service announcements on public communication systems (television and radio) promoting winter preparedness. and activation of warning systems and announcements on public communication systems in the event of an impending winter storm. Since winter storms are an annual event, public education on procedures for family preparedness and home preparedness will continue. These efforts are increased during the fall of each year before severe winter storms occur.

Building codes that take into account winter storm snow load estimates would be another mitigation effort. The lead agencies in these efforts are the City and Town Planning Departments and the Natrona County Emergency Management Office.

**Priority: MEDIUM**

*Requirement §201.6(c)(2)(ii): [The risk assessment] must also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged floods.*

### FLOODING:

Reviewing ordinances and resolutions for builders, homeowners, and land use has been done and should continue in all jurisdictions.

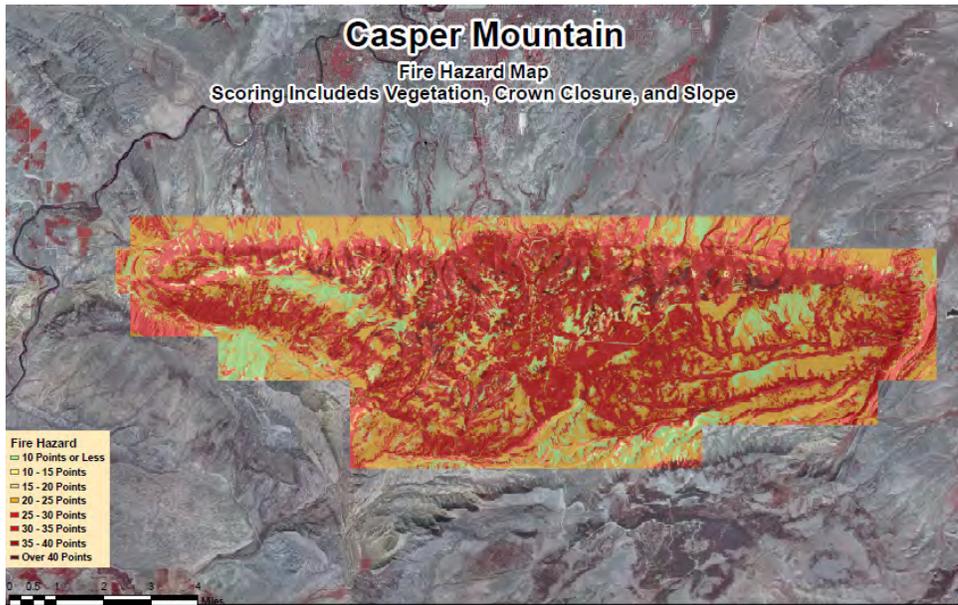
Past ordinances/resolutions have resulted in projects to lessen the impacts of flood hazards by the constructing of containment dams in drainages, installing storm drain systems to a higher capacity or installing where none existed, and assisting in establishing and maintaining areas along the North Platte River (The Platte River Parkway) to keep it as natural or parkland with minimal or no structures.

All of Natrona County partakes in the National Flood Insurance Program. Involvement in this program and the education of property owners about the NFIP should be continued. The current flood maps that exist for the entire county are from 2004 Maps.. There is a new 2010 update to the floodplain boundaries being completed. New maps on paper and electronic copies are scheduled for delivery. These will be placed on the County's new GIS system when delivered. Zoning and land use will continue to be evaluated as construction is applied for in the flood hazard areas. The lead agencies for these reviews will be the County, City, and Town Planning Departments. There are no repetitive loss structures in Natrona County.

**Priority: MEDIUM**

**WILDFIRE:**

The Casper Mountain Wildfire Mitigation Committee was started in 2001. This committee is comprised of members from private insurance carriers, Bureau of Land Management, Wyoming State Forestry, Natrona County Emergency Management, Natrona County Fire Protection District, and Casper Mountain Fire Protection District. The main focus of the original committee was to establish wildfire mitigation efforts on Casper Mountain proper.



Aerial photography has been accomplished along with using GPS equipment to map all structures and doing property surveys with homeowners. Updated aerials will be available at the end of 2010. The committee is also the pipeline for which homeowners can get financial assistance with wildfire mitigation efforts taken on the property. The committee changed its name to Wyoming Firewise. This committee has also expanded its efforts to homeowners in the Big Horn Mountain Range, Rattle Snake Mountains, and the Alcova Lake area.

This committee continues to meet and has established future funding through federal grants. The main force of the committee is public education through personal visits and property surveys, informational booths at public gatherings, as well as producing Public Service Announcements that are shown on local television. The reviewing of resolutions and ordinances effecting future land use, and reviewing mitigation activities for future areas of development (i.e. dry hydrant systems, water sources, wide-access routes) will continue to occur.

This County volunteered to be a pilot county for HAZUS projects dealing with wildfire mitigation. Since Wyoming Firewise/Natrona County has been in existence for several years, this pilot project was offered to them. The Wildfire Mitigation Plan provides an extremely comprehensive look at each of the communities in Natrona County that are currently within fire prone areas. Mitigation activities for wildfire include constructing firebreaks on the west end of Casper Mountain. Further firebreaks are planned to be established in the central part of Casper Mountain. The GIS Map Book has provided the maps from this document as a way to incorporate the various mitigation plans throughout the area.

**Priority: HIGH**

**HAZARDOUS MATERIAL:**

Since 1987, Natrona County has had good success in getting facilities to identify what materials they have on hand as well as how much. The Local Emergency Planning Committee (LEPC) was formed and continues to meet. They have, however, expanded to an all hazards planning committee. The LEPC is in contact with Natrona County Planning to keep apprised of any new businesses that may come into the area that may be using, storing, or manufacturing hazardous materials.

Ordinances and resolutions will continue to be reviewed as well as federal regulations, in regards to hazardous materials, followed. The City of Casper has passed ordinances in relation to where vehicles hauling hazardous materials may be parked; adopted the Uniform Fire Code as to use, storage and disposal of hazardous materials; and has established an intra-city truck route. Natrona County has passed resolutions on adoption of the Uniform Fire Code in relation to use, storage, and disposal of hazardous materials.

In order to have a clear picture of the hazardous materials that are being transported through each of the jurisdictions, a project that views, identifies, and catalogs the specifics of transport vehicles is suggested.

The Natrona County Local Emergency Planning Committee (LEPC) will continue to be the lead for mitigation strategies against hazardous materials incidents. Assisting that committee will be the local elected officials and emergency management offices.

**Priority: MEDIUM**



TRI On-site and Off-site Reported Disposed of or Otherwise Released (in pounds), for facilities in All Industries, for All Chemicals, Natrona County, Wyoming, 2008

Row #	Facility and Chemical	On-site Disposal to Class I Under-ground Injection Wells, RCRA Subtitle C Landfills, and Other Landfills				Other On-site Disposal or Other Releases										Total On-site Disposed or Other Releases	
		Underground Injection Class I Wells	RCRA Subtitle C Landfills	Other On-Site Landfills	Sub Total	Evogitive Air Emissions	Point Source Air Emissions	Surface Water Discharges	Underground Injection Class II-V Wells	Land Treatment	RCRA Subtitle C Surface Impoundments	Other Surface Impoundments	Other Land Disposal	Sub Total			
1	BJ CHEMICAL SERVICES, 3416 MIDWAY RD, CASPER	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	1,2,4-TRIMETHYLBENZENE	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	METHANOL	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2	CUSTOM FIBERGLASS INC., 6750 ZERO RD, CASPER	0	0	0	0	13,635	0	0	0	0	0	0	0	0	0	13,635	13,635
	STYRENE	0	0	0	0	13,635	0	0	0	0	0	0	0	0	0	13,635	13,635
3	DEFENSE TECHNOLOGY, 9125 NEOSHO RD, CASPER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LEAD COMPOUNDS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	EXCAL INC, ONE EXCAL WAY, MILLS	0	2,554	0	2,554	0	20	0	0	0	0	0	0	0	0	20	2,574
	COPPER	0	0	0	0	0	5	0	0	0	0	0	0	0	0	5	5
	LEAD	0	0	0	0	0	5	0	0	0	0	0	0	0	0	5	5
	NICKEL	0	0	0	0	0	5	0	0	0	0	0	0	0	0	5	5

**DROUGHT:**

Drought has been a cyclic event occurred every 10 to 20 years and typically lasts three to four years. Natrona County has had Agricultural Drought Disasters declared every year for the past five (5) years. It is also predicted for 2010 if conditions do not change. In 2001, Natrona County formed a drought task force comprising members from the Fire Department, Farm Service, rural ranchers, University of Wyoming Agricultural Extension Office, Regional Water Board, Kendrick Irrigation Board, and Emergency Management. This committee’s main purpose is to educate those affected by the drought on actions to be taken. The board has also agreed to keep meeting during non-drought conditions to educate on mitigation and planning strategies for residents that could be affected by drought. Water use and ownership are critical factors during these conditions. Possible water restrictions can be placed on users as well. “Calls” on water ownership are made by those jurisdictions that have ownership to available water. Drought conditions also are a large factor in the wildfire hazard category. Efforts are currently being done to educate all citizens on water conservation as well as strategies for future mitigation efforts against future droughts. These efforts are being lead by the Natrona County Drought Task Force.

Priority: MEDIUM

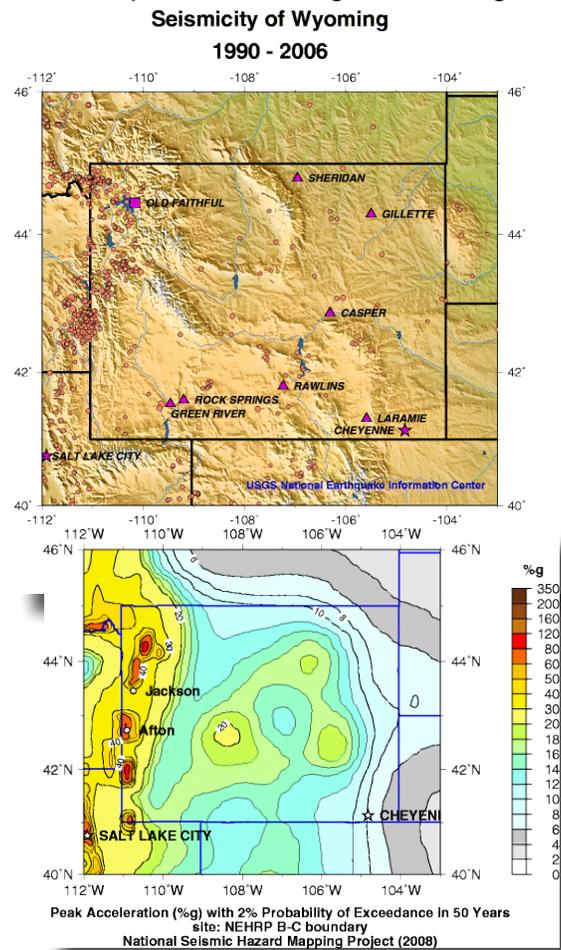
**EARTHQUAKE:**

Earthquakes have occurred within Natrona County. Earthquakes occurring outside of Natrona County have had effects within Natrona County. Buildings built in the early 1900s are susceptible to the most damage. Newer constructed structures are built to required code. However, according to Jim Case of the United States Geological Service, there is a potential of an earthquake occurring with a magnitude of 6.5. According to Mr.. Case, this type of quake could produce of an excess of \$200,000 dollars of damage, depending on where the quake is centered. It is unknown as to the number of injuries or deaths do to the unpredictability of earthquakes. The number of victims would be dependant on the severity, location and time of day that the event would occur.

Public education on mitigation projects that citizens and businesses can participate in has occurred and will be on going. Some of this information includes CERT Training, lamination film for windows, strapping of gas hot water heaters, securing book cases and other wall hangings, securing computer monitors on desks, 72 hour kits, etc. The lead agencies in mitigating against damages would be the City, County, and Town

Planning Departments as well as elected officials in passing building codes. Assisting agencies would be the Emergency Management Office.

Priority: MEDIUM



**TERRORISM:**

Natrona County has identified several areas of potential target value to both domestic and foreign terrorists. A committee was formed comprised of representatives of all entities and all response agencies within the County. A priority listing was established of needs for a potential incident. The number one need was determined to be interoperable communications. This was placed as a priority as funding was obtained. This project is now moving forward and includes upgrading an existing 800 MHz digital system, integrating it into WYOLINK, and equipping all emergency services personnel with the proper radio systems. The lead agency for this project is Natrona County Emergency Management Agency.

**Priority: HIGH**

**LANDSLIDE:**

Natrona County has identified several areas with historical landslides. Refer to Tab F for the landslide map. In recent history, there have been a few problems with landslides, with most occurring on the highway between Casper and Medicine Bow. The north flank of Casper Mountain has development on a number of older landslide complexes but, to date, there have been no reports of damage although the potential for damage does exist. It cannot be predicted where landslides may occur. There is approximately \$32,000,000.00 worth of structures located on or within 100-feet of landslides. See GIS Map Book for landslide risk. In the future, there is the potential that some large landslides may activate and cause millions of dollars worth of damage.

**Priority: LOW**

**EXPANSIVE SOILS:**

Very little work has been done to study the extent of expansive soils in Wyoming. Although there have been instances in the Casper area where foundations and other concrete work have fractured and been displaced, historical accounts of actual events being caused by expansive soils have been difficult to locate. Even less is known about expansive soil locations outside of the Casper area.

As previously mentioned, damage from known expansive soil areas (namely the Casper area) has been very poorly documented. Collecting a dollar estimate of damage caused by expansive soils has proven difficult if not impossible. It is estimated that there has been less than \$5,000,000.00 of actual expansive soil related damage in the Casper.



**PRIORITIZED ACTIONS**

Ranking (by community) / Project	Responsible Party	Budget (estimates)	Time-line for Completion	Additional Funding Sources needed?	Jurisdiction that will benefit	Hazard Mitigated
1 - Alert and Warning System	Natrona County Emergency Management - Director	Currently budgeted	On-going	No	Bar Nunn, Casper, Edgerton, Evansville, Midwest, Mills, Natrona County	All hazards
2- Public Education (CERT)	Natrona County Emergency Management Director	Currently budgeted	On-going	No	Bar Nunn, Casper, Edgerton, Evansville, Midwest, Mills, Natrona County	All hazards
3 -Wyoming Firewise	Natrona County Emergency Management Director	Currently budgeted	On-going	No	Bar Nunn, Casper, Edgerton, Evansville, Midwest, Mills, Natrona County	Fire
4 - Electronic Mass Notification System	Natrona County Emergency Management Director	\$100,000	By 2013	Optional 1 cent funds	Bar Nunn, Casper, Edgerton, Evansville, Midwest, Mills, Natrona County	All hazards
5- Updated floodplain mapping	Natrona County Emergency Management Director	\$35,000	On-going	Yes	Natrona County	Flood
1- Garden Creek Detention Basin	City of Casper - Engineering	\$1,245,000	By 2013	Yes	City of Casper	Flood
2- Industrial Avenue Storm Sewer Improvements	City of Casper - Engineering	\$20,000	By 2015	Yes	City of Casper	Flood
3- City of Casper Central Service Center Hardening Project	City of Casper - Engineering	\$520,000	By 2013	Yes	City of Casper	All hazards
4- City of Casper Events Center Hardening Project	City of Casper - Engineering	\$600,000	By 2020	Yes	City of Casper	All hazards
5- Flood Hazard Notification and Education	City of Casper-Planing Tech	TBD	2011	Yes	City of Casper	Flood
1- Chamberlain Street bank stabilization	Town of Mills - Engineering Director	\$380,000	By 2013	Yes	Town of Mills	Flood
2- Hardening of the Town of Mills fire department	Town of Mills - Fire Department - Chief	TBD	By 2020	Yes	Town of Mills	All hazards
3- Stabilization of ditch bank and installation of storm sewer pipe along the existing drainage ditch on Oildale Street behind Smith RV	Town of Mills - Engineering Director	\$150,000	By 2020	Yes	Town of Mills	Flood
1- Hardening of the Town of Evansville Police Department.	Town of Evansville - Police Department - Chief	TBD	By 2020	Yes	Town of Evansville	All hazards
2- Hardening of the Town of Evansville Community Center	Town of Evansville - Planning - Mayor	TBD	By 2013	Yes	Town of Evansville	All hazards

## ALERT AND WARNING SYSTEM

Natrona County utilizes several avenues of mass notification measures with the purpose to warn people throughout Natrona County of impending or actual disaster/emergencies. The Warning systems may be utilized to warn or alert officials, emergency response personnel, and the general public in even of local, state and national disasters and emergencies and other natural and technological events. Current warning resources include outdoor warning siren systems, mobile sirens and public address systems utilized primarily by emergency vehicles, the NOAA all hazards alert radio system via the National Weather Service in Riverton, Wyoming. Specialized weather alert radios with accessory equipment to include a strobe light and a pillow vibrator are offered to hearing impaired citizens. All such avenues are utilized to warn the public of an emergency even or disaster.

The Emergency Alert System (EAS) is also another means of notification utilized in Natrona County. The EAS is set to monitor radio stations and the National Weather Service. It can be activated by the 24 hour warning point and goes out via a public safety frequency to all local radio and television stations.

In addition, the Natrona County School District as well as Casper College have instituted their own mass notification systems within their student and staff population.

The Natrona County Emergency Management Agency continues the effort to provide education and training on existing notification systems available throughout Natrona County as well as exploring new technology to include SMS (short messaging system), voice and email avenues of notification. Reverse 911 systems are currently being researched and funding sources sought. The current outdoor warning siren system is still in progress with the majority of the system operational.

**TIME LINE:** The remainder of the outdoor warning siren system is scheduled to be completed by spring of 2011 and expanded with new housing development thereafter. As funding becomes available reverse 911 system and additional mass notification systems will be implemented. Public education is still in progress.

### PARTNERSHIPS:

Natrona County  
Two-Way Radio Service  
Natrona County School District #1  
Casper College  
Anadarko Petroleum Corporation  
Communication Technologies, Inc.  
National Weather Service - Riverton, Wy

*Requirement §201.6(c)(3)(ii): [The mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.*

## **PUBLIC EDUCATION ON HAZARDS/ COMMUNITY EMERGENCY RESPONSE TEAMS (C.E.R.T.)**

A survey showed a high demand for more public education on the hazards that affect Natrona County and how to prepare for such hazards. An education program consisting of billboards, newspaper articles, booths at public gatherings, slides at local movie theaters, and video productions to be shown on both local television stations as well as through cable television. Different hazards will be emphasized during different times of the year. The CERT classes started in March of 1999. Presently approximately 800 persons have been trained. We will be targeting school crises management teams, church teams, building teams as well as neighborhood teams. The emphasis will be to help the participants prepare their families as well as working as a team in the case of a disaster/emergency on an "all hazards" approach. The lead for this project will be Natrona County Emergency Management. This project is planned for the future with an unknown ending date. This project is being planned for as a perpetual project as funding allows. **COST: \$500.00 per class plus response equipment.**

This project is an ongoing project to train more people. Currently, our goal is to train 100 new citizens each year.



**TIME LINE:** March of 1999 continuing. No ending date.

### **PARTNERSHIPS:**

- Natrona County Emergency Management
- Natrona County School District # 1
- NALCO/EXXON Chemical
- EV.Design
- Citizen Corps Council
- Many Local Businesses

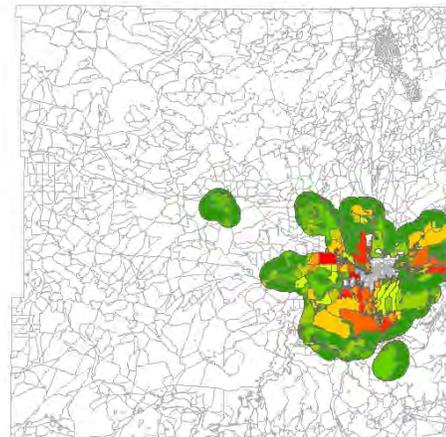
**WYOMING FIREWISE:**

The State of Wyoming Legislature granted money for this project. This project is for education, establishing the different areas of risk, mapping, and designing examples of ways to reduce the impact of wildfire damage to homes and other structures. The committee has also been applying for and receiving grants for cost share on fuel reduction/mitigation projects. Casper Mountain has served as the pilot project for this endeavor and will serve as an example to the rest of the state of Wyoming. Funds were also applied for the construction of fuel breaks to lessen the impact of a wild fire. The committee is comprised of State Forestry, BLM, private landowners, fire districts and Emergency Management. Aerial mapping was completed and updated 2010 maps will be available for inclusion in the future updates. The hiring of temporary summer help to map out, with GPS, homes and other structures was completed and is now ready to be entered into GIS system once it is up and running. Several homeowners signed up for personal reviews of their property located on Casper Mountain. This committee has also expanded this project to educate homeowners in the Rattle Snake Mountain Range, South Big Horn Mountains and the Alcova Reservoir area.

The lead for this project is the Wyoming Firewise committee. Benefits of the project include the placement of water sources with easy access by firefighters in the event of a fire. Firebreaks will slow and/or stop an advancing fire giving firefighters the chance to attack or gain more time to evacuate. The education process has already been working in that landowners are starting to improve their properties making them more fire resistant and therefore making their homes more survivable. Hazard specific projects planned for this hazard; Pilot project for HAZUS/Wildfire started January 2005. Firebreaks along west side of Casper Mountain were completed by fall of 2004. Fire breaks projects on central part of Casper Mountain were completed by fall of 2006.

This is an ongoing project.

Natrona County  
 Wildland Fire Critical Hazard Area  
 Building Exposure Values (Thousands of Dollars)



**Building Exposure Value (\$1000)**

- 0 - 111
- 112 - 378
- 379 - 784
- 785 - 1364
- 1365 - 2287
- 2288 - 3640
- 3641 - 5527
- 5528 - 8047
- 8048 - 12561
- 12562 - 21737
- Census Blocks

Total Exposure Value  
 889,475,384.9  
 (\$889,475,384.90)

Data derived from Wyoming State Forestry Division and U.S. Forest Service

Projection: Lambert Conformal Conic

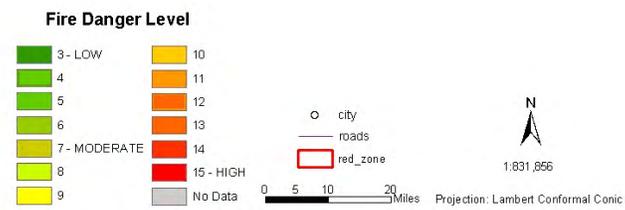
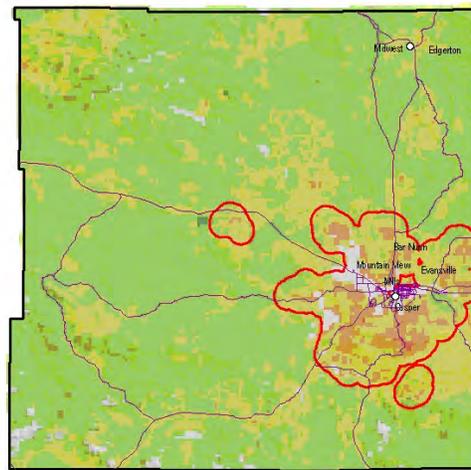
The Firewise Committee has also contracted to a private provider to write a Wildfire Specific mitigation plan. That plan will envelope all of Natrona County’s interface areas.

**TIME LINE:** Starting Fall of 1998 and continuing.

**PARTNERSHIPS:**

- State Farm Insurance
- Wyoming State Forestry
- Natrona County Emergency Management
- BLM
- University of Wyoming Agricultural Extension Office
- Casper Mountain Fire District
- Natrona County Fire Protection District
- Natrona County Assessor’s Office
- Private Citizens

NATRONA COUNTY WILDLAND FIRE HAZARD MAP



Data derived from Wyoming State Forestry Division and the U.S. Forest Service

## **IMPLEMENTATION OF FUTURE PROJECTS**

Natrona County's population continues to grow. As the population grows, so does the possibility of population being affected by one of the listed hazards. Mitigation strategies will continue to be assessed and, when appropriate, implemented. Public need and hazards events will drive the strategy and timeline for implementation. Specific projects are going to be driven by hazard vulnerabilities and mostly by funding for those specific projects. Priorities will be given to those projects that do the best for most, but still driven by funding. Grants, loans, partnerships and other avenues of monetary resources will be studied.

In order to be eligible to apply for funding sources identified through hazard mitigation grants, the jurisdictions must participate and be involved in the process of creating the plan. Each of the jurisdictions in Natrona County were presented with the material in a formal public hearing, a private meeting, or in reviewing and providing comment on the draft of the document.

## **PROJECTS IDENTIFIED BY EACH COMMUNITY AND COUNTY WIDE**

### **CITY OF CASPER MITIGATION PROJECT LIST**

**2010**

#### **City of Casper Central Service Center Hardening Project**

The City of Casper operates a Central Service Center. Located just off Interstate 25 and Bryan Stock Trail, the Service Center is strategically located to provide support and service to the community and various city facilities. Housing the city garage and Streets Division, the Service Center provides support not only to the Street Division fleet of excavators, dozers, road graders, trucks and scrapers, but also to emergency service vehicles, including police and fire.

Housing the bulk of the City's heavy equipment and the only City facility with the capability to service this equipment along with emergency service vehicles, it is imperative that the Service Center maintain operations in the event of an emergency. The immediate need is the installation of an emergency generator with associated switch gear. The estimated cost for this installation is \$520,000. Maintaining operations will allow continued service to the 51,500 citizens of Casper and surrounding communities.

## CITY OF CASPER MITIGATION PROJECT LIST

### City of Casper Events Center Hardening Project

The City of Casper operates a multi-use Events Center located just off Interstate 25 and Events Drive/ East Road. The Events Center is a strategic facility as identified by the Center for Disease Control, Wyoming Department of Health, City of Casper-Natrona County Department of Health, and the City of Casper for the purposes of terrorism preparedness and emergency response stockpiling and distribution center, inoculation center, and business continuity incident command center.

The Events Center with its higher elevation location, convenient access, numerous parking lots, spacious grounds, large arena floor, sizeable ancillary rooms and multifaceted services make it a primary facility for the aforementioned activities. The Events Center's functioning in these capacities has a direct impact on the 51,500 citizens of Casper, Mills, BarNun, and Evansville. As a long-term shelter for post event housing this facility could become the temporary home for 2,645 individuals.

For the Events Center to effectively serve, as mentioned above, decisive action to ensure uninterrupted electrical power supply is needed. The immediate need is the installation of an emergency generator with associated gear and engineering fees. The estimated cost of this purchase and installation is \$600,000.

## CITY OF CASPER MITIGATION PROJECT LIST

### Garden Creek Detention Basin

Garden Creek is a large, well developed basin passing through the western section of the City of Casper. It is bordered on the west by Wolf Creek and on the east by Eastdale Creek. Below Outer Drive the basin is well developed, and above Outer Drive development within the flood plain has occurred. There are numerous roads and drainage structures below Outer Drive. Two major natural drainage channels flow from the headwaters which are located at Casper Mountain. Sedar Draw and Katy Creek lie within the Garden Creek drainage basin. Some development has occurred within these contributing basins and the potential for increased development exists. The basin contains a large undeveloped upstream catchment area which is expected to remain undeveloped. The total drainage area encompasses 7024 acres. The channel slope is steep in the upstream reaches and flattens toward the outfall at the North Platte River.

Garden Creek possesses numerous flooding problems. The degree of flooding worsens as one moves down the basin. In the middle reaches (approximately Outer Drive to Coffman Avenue) overtopping of roadways at street culverts and the associated property flooding due to backwater effects occurs for the 100-year flood and the existing development conditions. In the downstream reaches (Coffman Avenue to the outfall at the North Platte) overtopping of roadways occurs with extensive residential street and property flooding.

To mitigate flooding, attenuation of the flood peak and storage of runoff volume is required. Construction of a detention basin at the confluence of the east and west channels of Garden Creek would take advantage of storage in each of the channels and be effective in reducing the 100-year peak discharge from 1610 cfs to 730 cfs. The storage capacity would be 138 acre-feet and would allow local runoff in the downstream sub-basins to pass the many roadway crossings before the arrival of the runoff volume from the upstream areas.

It is expected that construction of the detention basin would prevent culvert overtopping and flooding in the middle reaches at Outer Drive, 39th Street, and Green Meadows Drive, removing approximately 20 properties from the flood plain. In the lower reaches, culvert overtopping and severe residential property flooding and residential street flooding would be mitigated at 25th Street, 23rd Avenue, Bellaire Drive, 15th Street, and Fort Casper Road, removing an additional estimated 450 properties from the flood plain, most notably in the Fort Casper Addition north of Bellaire Drive. In the upper reaches, above Outer Drive, approximately 21 properties would be removed from the flood plain.

The estimated cost to construct the detention basin is \$475,000. Property acquisition necessary to construct the improvements is estimated to cost an additional \$770,000 (\$3.20/square foot based on costs provided by Randy Hall, Broker One Real Estate, for the Zone 3 property acquisition).

## CITY OF CASPER MITIGATION PROJECT LIST

### **Industrial Avenue Storm Sewer Improvements**

Located in the heart of the Old Yellowstone District, Industrial Avenue houses warehouses, auto body shops, and other industrial businesses. The Old Yellowstone District is a redevelopment area adjacent to the downtown core. West Yellowstone Highway, a street immediately adjacent to Industrial Avenue, is currently under construction, incorporating the city's "Design Standards for Commercial/Downtown Streetscape and Parks," including trees, benches, and decorative lights. Completion of this project is expected to spur redevelopment within the adjacent areas.

Industrial Avenue is located within the 500-year flood plain of the North Platte River. Flat topography in the area creates numerous drainage challenges, further compounded by existing undersized 8-inch and 12-inch storm sewer serving the approximately 10-acre drainage basin. Replacement of the undersized storm sewer with 24-inch Reinforced Concrete Pipe (RCP) storm sewer will help alleviate the drainage issues for the 25 lots immediately adjacent and provide impetus for additional business growth in the area.

The estimated cost to replace the undersized 8" and 10" storm sewer along Industrial Avenue between Spruce Street and Elm Street with 24" RCP is \$80,000. To accommodate the existing drainage conditions, the roadway is inverted. To bring the roadway up to current standards, with a crowned pavement section, curb and gutter, and sidewalk would cost an additional \$150,000. This cost does not include the additional cost for trees, benches, decorative lights, etc. identified in the downtown design standards.

### **Flood Hazard Notification and Education**

The City of Casper desires to expand its efforts to notify and engage the citizens within the city that are located in a flood hazard area. Development of a flood plane information webpage and public outreach through utility billing notices of 20,000+ citizens in regard to flood information. Estimated cost \$15,000 - 20,000.

## TOWN OF MILLS MITIGATION PROJECT LIST 2010

### Structural Projects:

- Chamberlain Street bank stabilization - the intent of the project is bank stabilization. In order to stabilize the bank additional storm water inlets are needed, as the current storm water system cannot capture enough storm water in addition the area that continually washes out will be stabilized and any remaining storm water will be channelized and diverted down stream from the washout area. This project will protect Chamberlain Street from washout as well as the private property the washouts occur upon. **Estimated Cost = \$380,000**

### Hardening Projects:

- Hardening of the Town of Mills fire department or other Town building to be determined by the Town Council. To create a safe room for tornado sheltering purposes and an emergency services operation staging area. This dual purpose area could be used on a daily basis for training. In the event of any hazards event, the room would be utilized to continue the services required by the Town of Mills emergency personnel.



## TOWN OF EVANSVILLE MITIGATION PROJECT LIST

**2010**

### Structural Projects:

- Stabilization of ditch bank and installation of storm sewer pipe along the existing drainage ditch on Oildale Street behind Smith RV. Currently, runoff from the City of Casper is conveyed to the non-engineered detention pond south of U.S. 20/26 in the WYDOT ROW. Runoff from the detention pond is conveyed in undersized storm sewer piping across the Smith RV Lot to the north to an existing drainage ditch along Oildale Street. The drainage channel then conveys the storm water to the east, then to the north where it enters a storm sewer system in Copper Avenue. The banks of the existing drainage ditch are failing and causing sloughing and erosion on the Smith RV Lot. During the July 3, 2009 storm event, the drainage a portion of Oildale Street was severely undercut and failed along the north side of the drainage ditch. Stabilization of the drainage ditch and installation of properly sized storm sewer pipe will prevent erosion and provide better conveyance of storm water through this area of Town. **Estimated Cost = \$150,000**

### Hardening Projects:

- Hardening of the Town of Evansville Police Department. This would include flood proofing the facility, focused mainly on the entrance. Included in this project would be the strengthening of the walls, reconfiguring the entrance to provide protection from heavy rains and sealing any openings that may also promote water infiltration.
- Hardening of the Town of Evansville Community Center (currently being constructed). To create a safe room for tornado sheltering purposes and an emergency services operation staging area. This dual purpose area could be used on a daily basis for training. In the event of any hazards event, the room would be utilized to continue the services required by the Town of Evansville emergency personnel.

## COUNTY WIDE SUGGESTED - MITIGATION PROJECT LIST

**2010**

- Reverse 911 System. Allowing for disaster alerts to be notified through more outlets. Rather than just a siren, radio or television alert, allowing cell phones, Facebook, Twitter alerts to be broadcast throughout the County.
- Updated floodplain mapping. FEMA is currently updating the floodplain information for Natrona County. Incorporating that information into this document and onto the website will be very important.

*Requirement §201.6(c)(3)(iv): For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.*

## PRIORITIZATION PROCESS AND FINAL RESULTS

*Requirement: §201.6(c)(3)(iii): [The mitigation strategy section shall include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.*

The final meeting with the committee included a review of all potential mitigation projects that were initially submitted to the Natrona County Emergency Management Department. The mitigation planning committee reviewed and prioritize projects in accordance with the Hazard Mitigation Plan goals.

The final application for potential grant funds will require a benefit/cost analysis (BCA) for all projects submitted for mitigation program funding. A cost-benefit worksheet must be completed that shows total project costs, project life in years, effectiveness of the project, repair costs to pre-disaster conditions, annual maintenance costs, total of all past disaster related costs, displacement costs, and frequency of occurrence of the recent disaster event.

Since the projects included in the document are in the initial level of review most of them did not come with full BCA the group used rational risk analysis to answer the following questions. What is the hazard? What is the total number of people and structures affected? What is the alternatives for mitigation? The other piece of information that was applied to the projects to analyze their effectiveness was the STAPLEE criteria.

- **S** – Social: Mitigation actions are acceptable to the community if they do not adversely affect a particular segment of the population.
- **T** – Technical: Mitigation actions are technically most effective if they provide long-term reduction of losses.
- **A** – Administrative: Mitigation actions are easier to implement if the jurisdiction has the necessary staffing and funding.
- **P** – Political: Mitigation actions can truly be successful if all stakeholders have been offered an opportunity to participate.
- **L** – Legal: It is critical that the jurisdiction or implementing agency have the legal authority to implement and enforce a mitigation action.
- **E** – Economical: Budget constraints can significantly deter the implementation of mitigations actions.
- **E** – Environmental: Sustainable mitigation actions that do not have an adverse effect on the environment.

When these questions were reviewed in a series of worksheets the mitigation projects were ranked and are provided in this document by highest ranking to lowest in each jurisdiction.



## CHAPTER 5 CROSSWALK COMPLIANCE

*This chapter provides each of the required codes and the compliance of this document to them.*

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### **Requirement 201.6(c)(5): Governmental adoption**

Previously adopted plan. All jurisdictions provided a resolution for adoption.

### **Requirement 201.6(c)(5): Multi-jurisdictional plan**

All jurisdictions provided a resolution for adoption.

### **Requirement 201.6(c)(4): Multi-jurisdictional plan is allowed (not statewide)**

Natrona County plan – including all Cities and Towns. Not a statewide plan.

### **Requirement 201.6(b) and (c)(1): Open Public Involvement Process**

Public meetings were held. Meetings with individuals were held. Advertisement occurred via, email, phone, newspaper and social networking sites. Plan was placed at a public location for review for one week. Other plans were incorporated and utilized to determine, growth and development trends.

### **Requirement 201.6(c)(2)(i): Risk Assessment of all hazards**

Plan includes a description of all hazards. Provides a risk rating. Historical occurrences provided. Updated GIS Map Book created to provide structural hazard risk analysis.

### **Requirement 201.6(c)(2)(i): Location and extent of all natural hazards**

Plan includes a description of all hazards. Provides a risk rating. Historical occurrences provided. Updated GIS Map Book created to provide structural hazard risk analysis.

### **Requirement 201.6(c)(2)(ii): Vulnerability**

Updated GIS Map Book created to provide structural hazard risk analysis and maps showing zoning which will determine future development trends and potential vulnerability to future structures.

### **Requirement 201.6(c)(2)(ii): Repetitive Loss Structures**

There are no repetitive loss structures in Natrona County – therefore there was no need to update this information.

### **Requirement 201.6(c)(2)(ii)(A): Numbers and types of structures**

Updated GIS Map Book created to provide structural hazard risk analysis and maps showing zoning which will determine future development trends and potential vulnerability to future structures.

**Requirement 201.6(c)(2)(iii): Multi-jurisdictional plans should indicate where the risks are different.**

Utilizing the fire mitigation plan. Those areas identified in the plan for specific locations of increased fire risk. The zoning maps provided additional information. Highest risk for flooding was reviewed by the number of structures within the mapped floodplains.

**Requirement 201.6(c)(3)(i): Mitigation Goals**

Mitigation goals were established with the original plan, and included again. Each goal was reviewed. Additional goals were added to provide a more solidified plan and to include the additional development trends in the community.

**Requirement 201.6(c)(3)(ii): Mitigation Actions**

Each community was tasked with coming up with specific actions. In addition to the actions obtained from the communities, a list was created of county wide actions that would help obtain the mitigation goals.

**Requirement 201.6(c)(3)(i): NFIP**

Statement provided indicating Natrona County as a NFIP participant.

**Requirement 201.6(c)(3)(ii): Prioritization**

Description of the prioritization process for the jurisdictional projects and the county wide projects was described in the document.

**Requirement 201.6(c)(3)(iii): Mitigation Goals**

Mitigation goals were established with the original plan, and included again. Each goal was reviewed. Additional goals were added to provide a more solidified plan and to include the additional development trends in the community.

**Requirement 201.6(c)(3)(iv): Jurisdiction Actions**

Projects were labeled per jurisdiction.

**Requirement 201.6(c)(4)(i): Plan Maintenance**

Included and updated information. Responsibility information provided to create a yearly meeting and list of new projects.

**Requirement 201.6(c)(4)(ii): Incorporation into other plans**

Request was provided to the upcoming comprehensive plan committee to include this information in their emergency management portion of the document. Included in the list of projects for county wide is an assessment of all codes to indicate areas where new information should be provided that would include hazard mitigation language and reference to this plan.

**Requirement 201.6(c)(4)(i): Plan Maintenance – public participation**

Included and updated information. Responsibility information provided to create a yearly meeting and list of new projects. Project included on the list is a hazard mitigation specific website as well as continued use of facebook and other social networks to provide information of plan updates and public comment periods.

SAVE FOR CROSSWALK



# APPENDIX

*There are several important pieces of information that will provides Natrona County and the included jurisdictions the raw data and the resources needed to further update and enhance the document.*

- Historic Storm Data
- HAZUS Data Runs
  - Earthquake
  - 100-year Flood Model
- Basic Seismological Characterization for Natrona County
- 2009 Flood Disaster Recovery Report
- Natrona County Floodplain Regulations
- EPA Natrona County Hazardous Materials Release
- Natrona County Wildfire Hazard Assessment and Mitigation Plan (Excerpts)
- FEMA Resources
  - Links
  - Mitigation Ideas
  - Using Benefit - Cost Analysis
- Meeting Summaries

RESOLUTION NO. 15-302

A RESOLUTION ADOPTING THE 2010 NATRONA COUNTY  
MULTI-JURISDICTION HAZARDS MITIGATION PLAN.

WHEREAS, the City of Casper within Natrona County, Wyoming is a duly organized political subdivision in the State of Wyoming; and,

WHEREAS, pursuant to W.S. § 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan and Program; and,

WHEREAS, in 2010 the Natrona County Emergency Management Office, in conjunction with the Wyoming Department of Homeland Security and the Federal Emergency Management Agency (FEMA), prepared an update to the 2004 Natrona County Hazard Mitigation Plan; and,

WHEREAS, the City Council desires to adopt the 2010 Natrona County Multi-Jurisdiction Hazards Mitigation Plan.

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

Section 1:

That City Council hereby adopts and incorporates the 2010 Natrona County Multi-Jurisdiction Hazards Mitigation Plan, as part of the emergency management program for Casper.

Section 2:

That the Natrona County Emergency Management Office, a division of the Natrona County Sheriff's Office, is designated the Local Emergency Management Coordinator, pursuant to W.S. § 19-13-101 et seq.

Section 3:

That the 2004 Natrona County Hazard Mitigation Plan be submitted to show compliance with the FEMA requirement for hazard mitigation evaluation and review.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

Walke Tremont

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

October 27, 2015

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director   
Doug Follick, Leisure Services Director  
Jason Knopp, P.E., City Engineer  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Change Order No. 3 with Caspar Building Systems, Inc.  
Mike Sedar Pool, Project No. 13-07B

Recommendation:

That Council, by resolution, authorize Change Order No. 3 (CO3) with Caspar Building Systems, Inc., for a price increase of \$34,536.56, as part of the Mike Sedar Pool, Project No. 13-07B.

Summary:

Caspar Building Systems, Inc., is under contract with the City of Casper for the Mike Sedar Pool Project. The project involves the construction of a new pool, lazy river, splash pad, play feature, 30-foot slide, lifeguard building, locker room/restroom facilities, landscaping and irrigation.

CO3 includes work for additional site grading and area catch basins to improve drainage for the new pool's proposed landscaping; removal of an existing tree stump near the new slide foundation; modifications to the concrete water tanks to better facilitate maintenance access and pool piping; and additional electrical work and fixtures for underwater pool lighting.

Ohlson Lavoie Collaborative (OLC) is under contract for design and construction administration of the project. OLC and City staff have reviewed the work and pricing for CO3 and recommend approval.

Funding for CO3 will be from contingency funds. CO3 reduces the remaining contingency to \$5,744.96. The contract with Caspar Building Systems, Inc., with approval of CO3, will be \$4,447,887.04.

A resolution is prepared for Council's consideration.

**CITY OF CASPER  
CHANGE ORDER**

NO. Three (3)

PROJECT: Mike Sedar Pool  
Project No. 13-07B

DATE OF ISSUANCE: October 22, 2015

OWNER: City of Casper, Wyoming

CONTRACTOR: Caspar Building Systems, Inc.

ARCHITECT: Ohlson Lavoie Corporation dba Ohlson Lavoie Collaborative

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

Description: Incorporate Change Order Requests No. 007, 008R1, 16R, 17R, 018R, 019, 020R2, 021, 022, 024, 025 and 026 into the Work.

Attachments: Architects letters of recommendation; Contractor's COR's

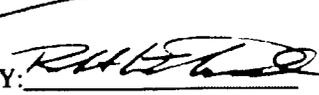
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 4,275,636.00	Original Contract Time: (days or date) Substantial completion: April 22, 2016: Final completion: May 20, 2016
Previous Change Orders No. <u>1</u> to <u>2</u> : \$ <u>137,714.48</u>	Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--0--</u>
Contract Price prior to this Change Order: \$ <u>4,413,350.48</u>	Contract Time prior to this Change Order: Substantial completion: April 22, 2016: Final completion: May 20, 2016
Net Increase/Decrease change of this Change Order: \$ <u>34,536.56</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$ <u>4,447,887.04</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: April 22, 2016</u> <u>Final completion: May 20, 2016</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:   
Contractor

BY:   
Architect

BY: \_\_\_\_\_  
Owner



August 13, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 7  
Site Grading and Drainage

**OHLSON LAVOIE  
COLLABORATIVE**

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T 303 294 9244

F 303 294.9440

www.olcdesigns.com

Dear Mr. Sveda,

During a review of the proposed grading at the south side of the project site it was noticed that some of the areas surrounding the pool deck would likely not drain adequately. A Proposal Request was issued to the Contractor to obtain pricing for two (2) additional area drains, associated piping, and modifications to the storm drain system to accommodate them. The additional drains will ensure that the project site drains properly during storm runoff events.

The Contractor has issued a Change Order Request in the amount of \$23,834.00 for the extra work that is required above and beyond that indicated in the Construction Documents, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the engineer of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY



Project: **MIKE SEDAR POOL SURGE AND SPRAY TANKS**

Quote: **7515152MS2**

Location: **WY Casper**

Engineer:

Sales Contact: **Shane Conley (307) 265-3100**

Owner: **CITY OF CASPER**

Bid Date: **April 09, 2015 at 8:00 AM**

Item	Description	Qty	Price	Unit	Total
PR7	CATCH BASIN 3'X2' 3.0' High Thin wall inlet with Frame and ADA grate. (Grate will have 1/2" slots)	2.00	\$1,258.80	EA	\$2,517.60
<b>GRAND TOTAL (estimated)</b>					<b>\$2,517.60</b>

**NOTES:**

- 1) THIS QUOTE IS FOR (2 EA) CATCH BASINS THAT WERE ADDED IN THE PLAN REVISION PR7
- 2) Price does NOT include Coatings, waterproofing, liners, embedded valve extension caps, plumbing, installation, bedding materials and all other items not specified in the quotation
- 3) Price Includes Engineering and Delivery Delivery date to be negotiated Contractor to ensure passable access to jobsite ALL DELIVERY CHARGES ARE BASED ON FULL TRUCKLOAD QUANTITIES
- 4) Contractor to unload and set all items at jobsite
- 5) Final production and delivery schedules cannot be confirmed until after the approved shop drawings are received by Cretex Concrete Products Because Cretex Concrete Products has no control of the timeliness of the contract award process and submittal review process, Cretex cannot guarantee a firm delivery date at bid time and will not be held responsible for penalties or liquidated damages for missed contract deadlines
- 6) Contractor should contact the plant to schedule delivery at least two weeks prior to delivery date Delivery is subject to availability of trucks Final loading instructions must be complete within 24 hours of delivery or we cannot guarantee that trucking will be available
- 7) Remedy Please contact the plant immediately if there are any problems with the delivered product Cretex reserves the right to investigate and remedy noted problems and will endeavor to begin to do so immediately upon notice with our forces or by mutual agreement with the Contractor Cretex will not be held responsible for costs for delays, equipment rental, or repairs attempted, for which we are not afforded the opportunity to remedy in a timely manner
- 8) Cretex requires approved shop drawings for production Please review shop drawing preparation schedule and subsequent review schedule with your Cretex representative to assure proper coordination with construction schedule

**Sales Contact:** Shane Conley (307) 265-3100

**Prepared By:** Trent Engebretson (605) 718-4111

**Sales/Engineering Office**

PO Box 1620, Rapid City, SD 57709-1620, (605) 718-4111/ (605) 718-0808 Fax

**TERMS AND CONDITIONS OF SALE: All sales are subject to Cretex Concrete Products, Inc. standard Terms and Conditions of Sale which are attached to this quotation and incorporated by reference herein.**

**Acceptance:** Subject to contract award, we hereby order the required material at the above unit prices and agree to the terms and conditions set forth in this quotation and the CCP Terms and Conditions of Sale incorporated by reference herein

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

Rick Langguth, Sales Manager

\_\_\_\_\_  
TITLE DATE

CRETEX CONCRETE PRODUCTS, INC.



## DAVIDSON MECHANICAL, INC.

728 EAST C STREET  
CASPER, WYOMING 82601  
PHONE (307) 577-4000  
FAX (307) 577-0692

7/7/2015

Casper Building  
1975 Old salt Creek Highway  
Casper, WY 82601

Re: MS PR-007

The following is the cost requested

### Credit material

1, 8x6x6 pvc wye		\$86.23
110', 6" pipe	@2.92	\$321.20
4, 6" 45	@19.09	\$76.36
1, 6x4 wye		\$22.24
1, 6" wye		\$30.50
1, 8" 45		\$27.29
Total credit		\$563.82

### Material for new piping

3, 8" wye	@57.01	\$171.03
3, 8x6 bush	@21.14	\$63.42
90', 8" pipe	@4.47	\$402.30
2, 8x4 bush	@29.63	\$59.26
2, 8x4 wye	@45.59	\$91.18
2, 4" 45	@4.87	\$9.74
3, 4" wye	@10.37	\$31.11
110', 4" pipe	@1.61	\$177.10
3, 6" wye	@30.50	\$91.50
3, 6x4 bush	@11.13	\$33.39
5, 4" 90	@6.12	\$30.60
5, 4" GCO	@61.53	\$307.65
2, 6" 45	@19.09	\$38.18
1, 6x4 wye	@22.24	\$22.14
1, 6" clamp		\$7.42
2, 6" AD	@88.12	\$176.24
75', 6" pipe	@2.92	\$219.00



## DAVIDSON MECHANICAL, INC.

728 EAST C STREET  
CASPER, WYOMING 82601  
PHONE (307) 577-4000  
FAX (307) 577-0692

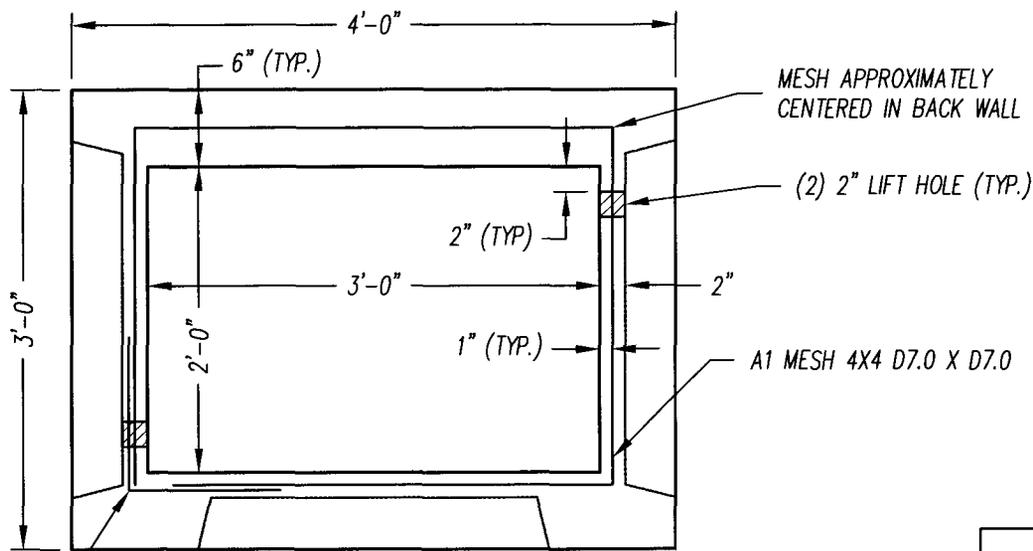
Pg.2

Sand	\$450.00
Total New pipe	\$2,381.36
Material Credit	<\$563.82
Material new	\$2,381.36
Tax	\$90.88
Labor 10 days 2 plumbers @544.00	\$5,440.00
Laborer 10 days 2 men @288.00	\$2,880.00
Backhoe and operator 10 days 600 per day, 75 per hour	\$6,000.00
P&O	\$2,420.63
Total Add	\$18,649.05

We are also requesting 10 more days added to our contract time, if not accepted add the following for overtime pay.

Overtime pay	\$7,160.00
P&O	\$1,074.00
Total for overtime	\$8,234.00

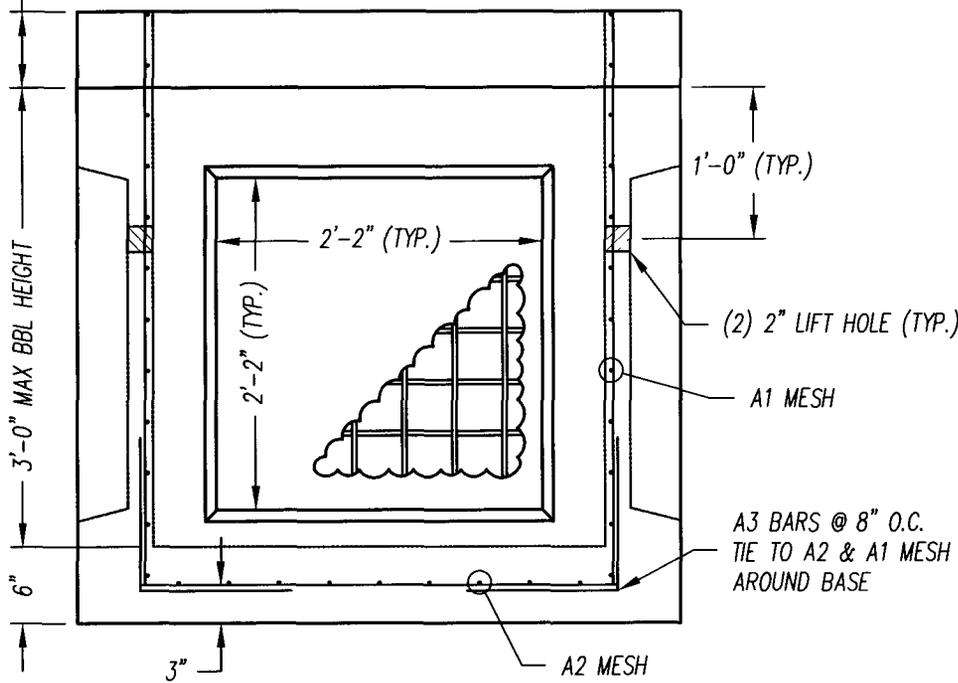
Terrance Davidson



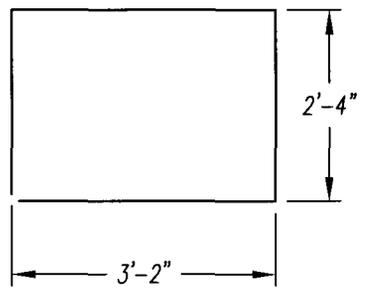
A4 BAR @ 8" O.C.  
VERT. OR A4 MESH

**PLAN VIEW**

RISER HEIGHT  
IN 6" INCREMENTS

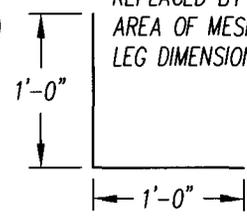


**ELEVATION VIEW**



**A1 MESH**

NOTE - A4 BAR MAY BE  
REPLACED BY EQUIVALENT  
AREA OF MESH WITH SAME  
LEG DIMENSIONS



**A3 BAR  
A4 BAR**

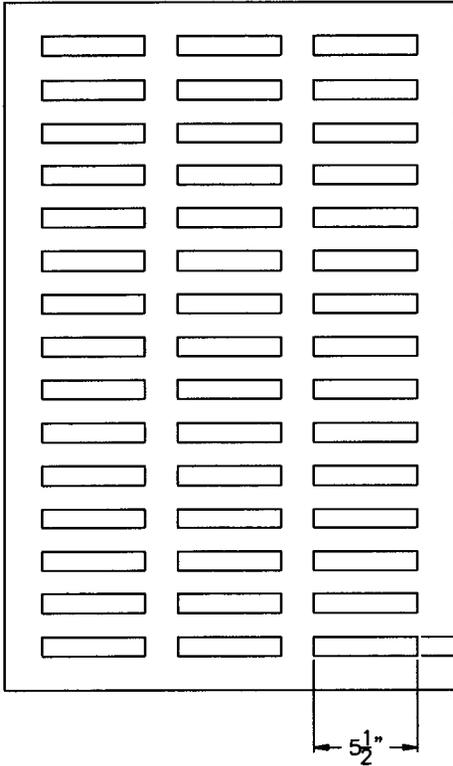
CONCRETE STRENGTH = 4,000 PSI  
REINFORCEMENT YIELD = 65,000 PSI (MESH), 60,000 PSI (REBAR)  
PRODUCT WEIGHT = 3000 LBS

PROPRIETARY AND CONFIDENTIAL  
THE INFORMATION CONTAINED IN THIS DRAWING IS THE  
SOLE PROPERTY OF CRETEX CONCRETE PRODUCTS, INC.  
ANY REPRODUCTION, IN PART OR AS A WHOLE,  
WITHOUT THE WRITTEN PERMISSION OF CRETEX  
CONCRETE PRODUCTS, INC. IS PROHIBITED

NOTES:  
1. CONTRACTOR TO KNOCKOUT THINNED SECTION AND GROUT IN PIPE.

		REINFORCING SCHEDULE				
		MARK	SIZE	TYPE	#REQ'D	DIMENSIONS
MONO ONLY		A1	4X4 D7.0/D7.0	BENT	1	11'-0" X H
		A2	4X4 D7.0/D7.0	STR.	1	2'-4" X 3'-2"
		A3	#4 REBAR	BENT	18	SEE DETAIL
		A4	#4 REBAR	BENT	1+1.5*H	SEE DETAIL

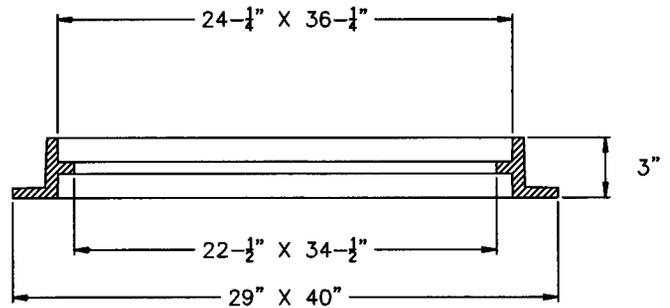
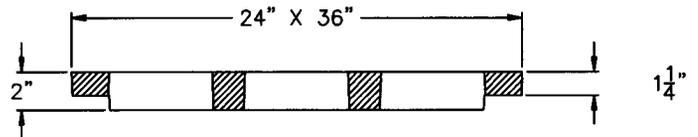
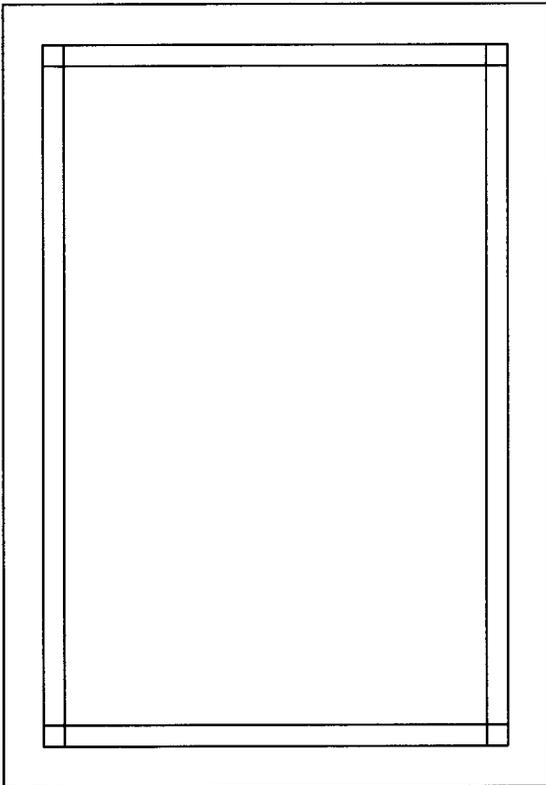
		<b>OFFICES IN:</b> BISMARCK    HELENA    RAPID CITY	
SCALE	NONE	TITLE	
DATE	1/25/12	2.0' X 3.0' THIN WALL INLET	
DR'N BY	TDE		
REV DATE	-	DWG NAME	
		2X3 INLET CASPER	



1/2"



Grate will be have 1/2" wide ADA compliant slots and traffic rated.



CAST IRON  
TO CONFORM TO  
ASTM A-48, CLASS 30B

1-9163

D&L MODEL #

DRAWN BY: ADAM KROUPA  
D&L Foundry (Not to Scale)

DATE: 7-3-07

**D&L** FOUNDRY & SUPPLY

CALIFORNIA SALES: (800)-422-0848  
WASHINGTON SALES: (888)-765-0054  
UTAH SALES: (800)-453-9802

## Alex Sveda

---

**From:** Robert McDonald <rmcdonald@olcdesigns.com>  
**Sent:** Tuesday, October 13, 2015 1:49 PM  
**To:** Alex Sveda  
**Subject:** FW: Mike Sedar Pool COR #7 & #22

Alex - See below from Joe Johnston at WWC Engineering regarding the pricing for the inlets. Please let me know if you need anything else. Thanks.

- Bob

### Bob McDonald

OLC

303.294.9244 | Main

303.881.9961 | Cell

**From:** Joe Johnston [mailto:jjohnston@wwcengineering.com]  
**Sent:** Tuesday, October 13, 2015 1:34 PM  
**To:** Robert McDonald  
**Subject:** RE: Mike Sedar Pool COR #7 & #22

Bob,

The \$2,644.00 for the catch basins with frames and ADA grates is reasonable.

Thank you,



Joe Johnston, P.E. | Civil Engineer  
5810 East 2<sup>nd</sup> Street, Suite 200 | Casper, WY 82609  
Tel. 307-473-2707 | Fax 307-237-0828  
<http://www.wwcengineering.com/>

**From:** Robert McDonald [mailto:rmcdonald@olcdesigns.com]  
**Sent:** Friday, October 09, 2015 8:54 AM  
**To:** Joe Johnston  
**Subject:** FW: Mike Sedar Pool COR #7 & #22

Joe,

How are things in your world? Mike Sedar has been pretty quiet as of late, but the City is processing the third Change Order and I need to get your written opinion on COR#7. That is the one where we added the two inlets to help the site drainage. I sent them your email to me that said the inlets were acceptable, but Andrew Beamer has requested a statement from you about the pricing.

Let me know if you have any questions.

Bob

## Robert McDonald

---

**From:** John Blair [JBlair@theballardgroup.com]  
**Sent:** Monday, August 03, 2015 8:25 AM  
**To:** Robert McDonald; Joe Johnston  
**Cc:** Mary Green  
**Subject:** RE: Mike Sedar Pool - COR #7

Bob,

On the plumbing side, it appears the COR is priced fairly. I didn't find anything out of wack.

Thank you,

**John Blair**  
Project Engineer

---

### **The Ballard Group, Inc.** **Mechanical Consulting Engineers**

2525 South Wadsworth Blvd., Suite 200  
Lakewood, CO 80227  
303-988-4514  
303-988-4517 Fax  
[www.theballardgroup.com](http://www.theballardgroup.com)

**From:** Robert McDonald [mailto:rmcdonald@olcdesigns.com]  
**Sent:** Thursday, July 30, 2015 4:26 PM  
**To:** John Blair; Joe Johnston  
**Cc:** Mary Green  
**Subject:** FW: Mike Sedar Pool - COR #7

John and Joe,

Please review the attached COR for the revised site drainage plan and let me know your response.

Thanks,

- Bob

**Bob McDonald**  
OLC  
o: 303.294.9244  
c: 303.881.9961

**From:** Deborah Catellier [mailto:dcatellier@casparbuildingsystems.com]  
**Sent:** Thursday, July 30, 2015 3:08 PM  
**To:** Robert McDonald  
**Cc:** Alex Sveda; Wes Hayden  
**Subject:** Mike Sedar Pool - COR #7

Bob,

Please see attached COR #7 for PR 7.

Let me know if you have questions.

Thanks,

Deborah C. Catellier

Caspar Building Systems, Inc  
1975 Old Salt Creek Highway  
Casper, WY 82601

307.235.5690 ph  
307.277.2823 cell

## Alex Sveda

---

**From:** Robert McDonald <rmcdonald@olcdesigns.com>  
**Sent:** Thursday, October 08, 2015 5:29 PM  
**To:** Alex Sveda  
**Subject:** Mike Sedar Pool COR #7 & #22  
**Attachments:** COR\_7 Ballard Group Comment.pdf; COR\_7 WWC Comment.pdf

Alex,

Thank you for the call with Andrew today regarding the COR's for this project. We'll continue to do our best to scrutinize all COR's from the Contractor, and appreciate the benefits of having multiple people look at them as well.

About COR #7, I am attaching prints of email correspondence from WWC Engineering as well as The Ballard Group, that demonstrate their review and comments on the COR pricing. Please let me know if this is adequate or if you need a formal letter from them.

Regarding a labor credit for the material credit, a review of the price breakdown from Davidson Mechanical does indicate that they are only charging labor for additional work:

A credit is provided for 110' of 6" pipe.

An add is provided for 90' of 8" pipe, 110' of 4" pipe, and 75' of 6" pipe, for a total of 275' of pipe.

The difference between these two is 165' of pipe, for which they are charging additional labor and trenching.

Regarding the labor credit for COR #22, where an hourly rate of \$34/hr is indicated, the same rate has been found to have been applied for COR #7.

$\$34/\text{hr} \times 8\text{hr} \times 2 \text{ plumbers} = \$544/\text{day}$

I have asked Caspar to provide a credit for the labor savings that should be realized with COR #18. Once that is received, I will be able to adjust Change Order No. 3, but please let me know if there is anything else you need in the mean time.

Thanks,

- Bob

**Robert (Bob) McDonald**, AIA, NCARB, LEED AP  
Architect + Senior Principal

### OHLSON LAVOIE COLLABORATIVE

616 East Speer Boulevard, Denver, CO 80203

303.294.9244 | Main

303.881.9961 | Cell

## Alex Sveda

---

**From:** Deborah Catellier <dcatellier@casparbuildingsystems.com>  
**Sent:** Friday, September 18, 2015 1:56 PM  
**To:** Alex Sveda  
**Cc:** Wes Hayden  
**Subject:** FW: FW: Fwd: COR 7

Alex,

Please see below... let me know if you need additional information.

Thanks,

Deborah C. Catellier

Caspar Building Systems, Inc  
307.235.5690 ph

**From:** [td@davidsonmechanical.net](mailto:td@davidsonmechanical.net) [mailto:[td@davidsonmechanical.net](mailto:td@davidsonmechanical.net)]  
**Sent:** Friday, September 18, 2015 1:48 PM  
**To:** Deborah Catellier  
**Subject:** RE: FW: Fwd: COR 7

yes the labor is for the additional 165 feet of pipe and fittings

----- Original Message -----

Subject: RE: FW: Fwd: COR 7  
From: Deborah Catellier <dcatellier@casparbuildingsystems.com>  
Date: Fri, September 18, 2015 12:40 pm  
To: [td@davidsonmechanical.net](mailto:td@davidsonmechanical.net)

Terrance,

They want to know if the credit for labor not used for the material not used is accounted for.

Please let me know.

Thanks,

Deborah C. Catellier

Caspar Building Systems, Inc  
307.235.5690 ph

**From:** [td@davidsonmechanical.net](mailto:td@davidsonmechanical.net) [mailto:[td@davidsonmechanical.net](mailto:td@davidsonmechanical.net)]  
**Sent:** Friday, September 18, 2015 11:37 AM  
**To:** Deborah Catellier  
**Subject:** RE: FW: Fwd: COR 7

yes, this labor is for the additional pipe and fittings

----- Original Message -----

Subject: FW: Fwd: COR 7

From: Deborah Catellier <[dcatellier@casparbuildingsystems.com](mailto:dcatellier@casparbuildingsystems.com)>

Date: Fri, September 18, 2015 10:19 am

To: Terrance Davidson <[td@davidsonmechanical.net](mailto:td@davidsonmechanical.net)>

Cc: Wes Hayden <[whayden@casparbuildingsystems.com](mailto:whayden@casparbuildingsystems.com)>, Roy Weber <[rweber@casparbuildingsystems.com](mailto:rweber@casparbuildingsystems.com)>

Terrance – please see below and let me know as soon as possible.

Thanks,

Deborah C. Catellier

Caspar Building Systems, Inc  
307.235.5690 ph

**From:** Alex Sveda [<mailto:asveda@cityofcasperwy.com>]

**Sent:** Friday, September 18, 2015 10:48 AM

**To:** Deborah Catellier

**Cc:** Wes Hayden; Roy Weber; Robert McDonald ([bob@olcdesigns.com](mailto:bob@olcdesigns.com)); Laine McLaughlin

**Subject:** RE: Fwd: COR 7

Thanks Deborah.

In my question below, I was also referring to the other labor costs as well (Labor 10 days 2 plumbers @\$544 and Laborer 10 days 2 men @\$288). Can you please get a response from Davidson Mechanical about this as well. Thanks for your help on this.

Alex Sveda, P.E.  
Associate Engineer  
City of Casper  
200 North David St  
Casper, WY 82601  
P: 307 235-8341  
F: 307 234-0709  
[asveda@cityofcasperwy.com](mailto:asveda@cityofcasperwy.com)

**From:** Deborah Catellier [<mailto:dcatellier@casparbuildingsystems.com>]

**Sent:** Friday, September 18, 2015 8:50 AM

**To:** Alex Sveda <[asveda@cityofcasperwy.com](mailto:asveda@cityofcasperwy.com)>

**Cc:** Wes Hayden <[whayden@casparbuildingsystems.com](mailto:whayden@casparbuildingsystems.com)>; Roy Weber <[rweber@casparbuildingsystems.com](mailto:rweber@casparbuildingsystems.com)>

**Subject:** FW: Fwd: COR 7

Alex,

Please see response from Davidson Mechanical below. Let me know if you need anything else.

Thanks,

Deborah C. Catellier

Caspar Building Systems, Inc



August 17, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 8  
Revise piping in mechanical room, provide floor sink

Dear Mr. Sveda,

The referenced Change Order Request above contains two parts:

1. The Contractor has requested a modification to the piping in the Pool Mechanical Room to improve constructability. The proposal is to relocate the water entry point from the north wall of the room to the east wall of the room. This proposal will result in a slight increase in the amount of underground piping being installed.
2. The ice making machine to be purchased and installed by the City in the Concessions area requires a floor sink be installed. The floor sink was not shown on the bidding documents.

The Contractor has issued a Change Order Request in the amount of \$1,859.56 for the extra work that is required above and beyond that indicated in the Construction Documents, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the engineer of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
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TECHNOLOGY

CLIENT-CENTERED CREATIVITY



**The Ballard Group, Inc.**  
Mechanical Consulting Engineers

August 17, 2015

ATTN: Bob McDonald  
Ohlson Lavoie Collaborative  
616 E Speer Blvd  
Denver, Colorado  
303-294-9244

**Re: Mike Sedar Pool COR 8 Plumbing Response**

Dear Mary,

COR 8 references the pricing associated with PR #10 which includes the added floor sink as well as revising the drain down pit piping to fit below the floor. Our review concluded the contractor provided a good price for this revision.

If you have any questions, don't hesitate to contact me.

Sincerely,

THE BALLARD GROUP, INC.

John Blair  
Project Engineer



8/13/2015

Caspar Building  
1975 Old Salt Creek Highway  
Casper, WY 82601

Re: MS PR#10

Page P-100

Credit material

1, 8x6 PVC wye	\$57.23
1, 6" wye	\$30.50
1, 6x4 bushing	\$11.13
Total Credit	\$98.86

New piping

1, 8x4 PVC wye	\$45.59
1, 8x6 wye	\$57.23
1, 4" combo	\$15.42
1, 8x4 bushing	\$29.63

Page P-101 drain down pit

New material

20' 8" pipe @4.47	\$89.40
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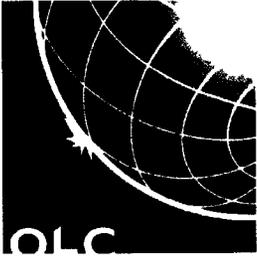
Floor sink

1, 4x2 PVC combo	\$8.16
1, 2" st. 90	\$1.08
1, 2" tee	\$1.76
1, 2" trap	\$3.04

1, 2" FS-1	\$61.96
7', 2" pipe @.59	\$4.13
1, 2x1.5 bushing	\$.57
1,2x1.5 tee	\$1.51
1, 1.5 45	\$.67
1, 1.5 90	\$.67
17' 1.5 pipe @ .42	\$7.14
1 hanger	\$2.00
Total	\$329.96

Total Material less credit	\$231.1
Labor 14 hrs. 2 plumbers @68.00	\$952.00
Backhoe 10 hrs.	\$250.00
Tax	\$11.56
P&O	\$216.70
Total Add	\$1,661.36

Terrance Davidson



OHLSON LAVOIE  
COLLABORATIVE

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T 303 294.9244

F 303 294 9440

www.olcdesigns.com

September 16, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 16R, 17R and 19  
Power to Irrigation Controller, GFCI Circuit Breaker, Power to Pool Lights

Dear Mr. Sveda,

These three change orders concern modification to electrical work.

COR 16R extends power from a spare breaker to an Irrigation Controller. The original change order was revised at the request of the electrical engineer to credit the city for the cost of the breaker itself, which was already in the documents. The revised cost is \$306.00

COR 17R provides GFCI circuit breakers for the refrigerator, freezer and ice maker in concessions. This protection is necessary but was not indicated on the drawings. The revision, at \$159.00, credits the city for the cost of normal breakers that were indicated.

COR 19, in the amount of \$3,227.00, provides power to five underwater pool lights added in response to RFI 47 to the nineteen lights indicated on the electrical drawings.

The Contractor has issued a Change Order Request in the amount of \$3,692.00 for the work that is required in exchange for that indicated in the Construction Documents, in accordance with the conditions of the Contract. As revised, the amounts requested have been reviewed by the engineer of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

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INTERIORS  
TECHNOLOGY

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## Alex Sveda

---

**From:** Laine McLaughlin <lmclaughlin@olcdesigns.com>  
**Sent:** Wednesday, October 28, 2015 10:53 AM  
**To:** Alex Sveda  
**Cc:** Robert McDonald  
**Subject:** FW: #2468.00 ES\_LM091415\_MSP COR 16 17 19

Alex,

As a follow-up to our discussion yesterday, I am forwarding the chain of e-mails concerning the pricing for COR 19. As you will see in the top e-mail, the electrical engineer thought the costs on the high side, but could not deem them unreasonable given the situation and the labor required.

I hope this will meet your needs.

Thank you,

**Laine McLaughlin**  
**OLC**

303.294.9244 | Main  
720.441.9770 | Cell

**From:** Eric Nielsen [mailto:enielsen@aedesign-inc.com]  
**Sent:** Monday, September 14, 2015 9:05 AM  
**To:** Laine McLaughlin  
**Subject:** #2468.00 ES\_LM091415\_MSP COR 16 17 19

Laine

For COR's 16 and 17, AEDG is comfortable with you recommending them to the Owner.

For COR #19, the cost in this revised breakout is still higher than what I would have liked. However, it is for a change order and not a bid environment, so I should expect a slightly higher set of values. The overall costs are primarily labor related (~\$600 for material and ~\$2,200 labor). That labor number equates to 30hrs of work or 6 hours per location; which, for a wet niche box with associated conduit, is probably fair. Therefore, I am comfortable with you recommending approval to the Owner.

Please let me know if you need anything further.

eric nielsen | pe | associate  
**ARCHITECTURAL ENGINEERING DESIGN GROUP**  
303.296.6100 | www.aedesign-inc.com  
773.755.6140 | Chicago Office  
312.351.0280 | Mobile

**From:** Laine McLaughlin [mailto:[lmclaughlin@olcdesigns.com](mailto:lmclaughlin@olcdesigns.com)]  
**Sent:** Friday, September 11, 2015 2:46 PM  
**To:** Eric Nielsen  
**Subject:** FW: COR 16 17 19

Eric,

The three electrical CORs you commented on came back from the contractor. COR 16 and 17 were , it seems, revised per your keen suggestions. Would you please give those a quick review and let me know if I can recommend them to the owner?

They sent back COR 19 as is but with a breakdown of costs. Could you please look at page 3 and see if there is something specific that is out of whack or that needs clarification?

Thank you!

**Laine McLaughlin**  
**OLC**  
303.294.9244 | Main  
720.441.9770 | Cell

**From:** Deborah Catellier [mailto:[dcatellier@casparbuildingsystems.com](mailto:dcatellier@casparbuildingsystems.com)]  
**Sent:** Wednesday, September 9, 2015 10:33 AM  
**To:** Laine McLaughlin  
**Cc:** Robert McDonald; Alex Sveda; Wes Hayden; Roy Weber  
**Subject:** RE: COR 16 17 19

Laine,

Please see revised COR 16R & 17R, and COR 19 with added information per requests below.

Let me know if you have additional questions or need more information.

Thanks,

Deborah C. Catellier

Caspar Building Systems, Inc  
307.235.5690 ph

**From:** Laine McLaughlin [mailto:[lmclaughlin@olcdesigns.com](mailto:lmclaughlin@olcdesigns.com)]  
**Sent:** Tuesday, September 01, 2015 11:22 AM  
**To:** Deborah Catellier  
**Cc:** Robert McDonald  
**Subject:** COR 16 17 19

Deborah,

Our electrical engineer has the following comments concerning CORs 16, 17 and 19. Would you please ask Summit Electric to consider these comments and resubmit the CORs accordingly?

COR #16: The new irrigation controller circuit was called to be landed at the SPARE 20A/1P circuit breaker located in LPC-4. A new breaker is not required. All other change amounts are acceptable to AEDG. Estimated change with GC markups included should be \$301.32

COR #17: This COR should include deletions of the (3) 20A/1P circuit breakers that were replaced by the new GFCI breakers. Per COR #16, the value of a 20A/1P breaker in LPC is listed at \$120/breaker. Therefore the COR should indicate Added amount of \$502.20 for the new GFCI breakers and deleted amount of \$360.00 for the replace normal breakers. That equates to a net increase of \$142.20 and a total with GC markups to be \$158.69. COR #17 should indicate that updated amount for approval.

COR #19: The (5) additional under water lights are all in proximity of the other (19) wet niche locations, and those new locations will tie into the same electrical circuitry immediately adjacent the additional spots. With only a lump sum number and no detailed breakdown of material values, I would estimate that the \$576.60/wet niche is too high and is not acceptable. My conservative number would utilize a maximum of \$500/wet niche for a total of \$2,500.00 and with GC markup be \$2,790.00.

Thank you,

---

**Laine McLaughlin**, LEED AP  
Intern Architect

**OHLSON LAVOIE COLLABORATIVE**  
616 East Speer Boulevard, Denver, CO 80203  
303.294.9244 | Main



Summit Electric LLC  
 490 Foster Rd  
 Casper, WY 82601

# Estimate

Date	Estimate #
8/17/2015	3180

Name / Address
CASPAR BUILDING SYSTEMS 1975 OLD SALT CREEK HWY CASPER, WY 82601



Phone

Qty	Item	Description	Price Each	Total
30	EMT .5	MIKE SEDAR POOL IRRIGATION CONTROLLER (B) CONDUIT	0.34	10.20
2	SS CON .5"	SS CONNECTOR	0.31	0.62
5	SS COUP .5"	SS COUPLING	0.38	1.90
6	1 HOLE STRAP .5"	1 HOLE STRAP	0.28	1.68
90	THHN #12	WIRE	0.18	16.20
1	SINGLE G MASONRY	SINGLE GANG MASONRY BOX	6.02	6.02
1	20 AMP CG REC	20 AMP COMMERCIAL GRADE RECEPTACLE	4.90	4.90
1	METAL IN USE COVER	WP 1010 MC (1 GANG) INTERMATIC	20.00	20.00
3	LABOR	WORK PERFORMED	70.00	210.00
		ESTIMATE TO RUN POWER TO IRRIGATION CONTROLLER (B) FROM ONE OF THE APRE BREAKERS IN PANEL LPC.		
		COR #16		

<b>Subtotal</b>	\$271.52
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$271.52



Summit Electric LLC  
 490 Foster Rd  
 Casper, WY 82601

# Estimate

Date	Estimate #
8/17/2015	3181

Name / Address
CASPAR BUILDING SYSTEMS 1975 OLD SALT CREEK HWY CASPER, WY 82601



Phone

Qty	Item	Description	Price Each	Total
3	20 AMP SP GFCI W/FUNGUS PRO...	MIKE SEDAR POOL RFI 49 20 AMP SINGLE POLE GFCI W/FUNGUS PROOFING	167.40	502.20
-3	20 AMP SP BAB 1020 BREAKER	20 AMP SINGLE POLE BAB WITH FUNGUS PROOF 1020 BREAKER	120.00	-360.00
<p>THIS IS OUR ESTIMATE FOR GFCI            BREAKERS FEEDING THE FRIDGE,            FREEZER AND ICE MAKER.</p> <p>COR #17</p>				

<b>Subtotal</b>	\$142.20
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$142.20

## Alex Sveda

---

**From:** Robert McDonald <rmcdonald@olcdesigns.com>  
**Sent:** Thursday, October 08, 2015 5:38 PM  
**To:** Alex Sveda  
**Subject:** FW: #2468.00 ES\_LM082015\_MSP Change Order Request

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Alex,

I uncovered this email from AE Design Group (electrical engineer) about the GFCI breakers in COR #17. This work is for more than just the GFCI outlets in the room, it is for GFCI breakers in the panel. You can see that they have scrutinized the COR to ensure that proper credits have been provided for work in the original bid package.

Please let me know if you need anything else. Thanks.

**Bob McDonald**  
**OLC**

303.294.9244 | Main  
303.881.9961 | Cell

**From:** Eric Nielsen [mailto:enielsen@aedesign-inc.com]  
**Sent:** Thursday, August 20, 2015 8:47 AM  
**To:** Laine McLaughlin  
**Cc:** Robert McDonald  
**Subject:** #2468.00 ES\_LM082015\_MSP Change Order Request

Laine,

Here are my comments for COR #16 and #17.

**COR #16:** The new irrigation controller circuit was called to be landed at the SPARE 20A/1P circuit breaker located in LPC-4. A new breaker is not required. All other change amounts are acceptable to AEDG. Estimated change with GC markups included should be \$301.32

**COR #17:** This COR should include deletions of the (3) 20A/1P circuit breakers that were replaced by the new GFCI breakers. Per COR #16, the value of a 20A/1P breaker in LPC is listed at \$120/breaker. Therefore the COR should indicate Added amount of \$502.20 for the new GFCI breakers and deleted amount of \$360.00 for the replace normal breakers. That equates to a net increase of \$142.20 and a total with GC markups to be \$158.69. COR #17 should indicate that updated amount for approval.

Please let me know if you need anything further regarding these items.

eric nielsen | pe | associate  
**ARCHITECTURAL ENGINEERING DESIGN GROUP**  
303.296.6100 | www.aedesign-inc.com  
773.755.6140 | Chicago Office  
312.351.0280 | Mobile

**From:** Laine McLaughlin [mailto:[lmclaughlin@olcdesigns.com](mailto:lmclaughlin@olcdesigns.com)]  
**Sent:** Thursday, August 20, 2015 8:56 AM  
**To:** Eric Nielsen  
**Subject:** MSP Change Order Request

Eric,

Would you please review change orders 16 and 17? They seem to follow each RFI...

Thank you,

---

**Laine McLaughlin**, LEED AP  
Intern Architect

**OHLSON LAVOIE COLLABORATIVE**  
616 East Speer Boulevard, Denver, CO 80203  
303.294.9244 | Main





490 FOSTER ROAD  
CASPER, WY 82601  
PHONE (307) 577-1131  
FAX (307) 577-1132

---

Richard Glasgow 262-4606  
Jesse Glasgow 277-1180

## PROPOSAL

Date August 19, 2015  
TO: CASPAR BUILDING SYSTEMS  
ATTN: DEBORAH  
RE: Quote Proposal

We are submitting this proposal to run power to junction boxes for other lights in pool.

Our bid is for this project is.....\$2,883.28

All work will be performed by qualified Electricians in a neat and timely manner.

If you have any questions, please call me/us the number above.

This proposal is valid for 30 days.

Thank you,  
Richard Glasgow  
Jesse Glasgow

Summit Electric LLC  
 490 Foster Rd  
 Casper, WY 82601

# Estimate

Date	Estimate #
8/19/2015	3183

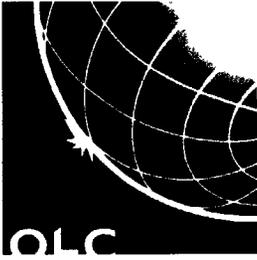
Name / Address
CASPAR BUILDING SYSTEMS 1975 OLD SALT CREEK HWY CASPER, WY 82601



Phone

Qty	Item	Description	Price Each	Total
50	EMT .75"	CONDUIT	0.61	30.50
6	RT COUPLING .75"	RAIN TIGHT COUPLING	1.92	11.52
2	RT CON .75"	RAIN TIGHT CONNECTOR	0.57	1.14
10	1 HOLE STRAP .75"	1 HOLE STRAP	0.33	3.30
150	PVC 1" SCH 80	CONDUIT	0.70	105.00
3	PVC 90 DEGREE 1"	ELBOW	1.12	3.36
2	PVC MALE 1"	MALE ADAPTOR	0.53	1.06
6	PVC COUP 1"	COUPLING	0.34	2.04
2	PVC EXP COUP 1"	EXPANSION COUPLING	28.53	57.06
1	12" x 12" x 6" J-BOX	NEMA 1 JUNCTION BOX W/ SCREW COVER	34.70	34.70
620	THHN #8	WIRE	0.42	260.40
160	THHN #10	WIRE	0.27	43.20
1	MISC PARTS	6 X 6 X 6 TREATED POST	40.00	40.00
32	LABOR	WORK PERFORMED	70.00	2,240.00
		ESTIMATE FOR RFI 47. RUN POWER TO JUNCTION BOXES FOR OTHER LIGHTS IN POOL.		
		COR #19		

<b>Subtotal</b>	\$2,833.28
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$2,833.28



October 22, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 18R  
Credit for reducing window sizes

OHLSON LAVOIE  
COLLABORATIVE

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T. 303 294 9244

F. 303 294 9440

www.olcdesigns.com

Dear Mr. Sveda,

As a result of a contractor-initiated Request for Information, the windows on the project were reduced in size such that they would align with the size of the masonry block, and reduce the number of small pieces that would have to be cut. There primary purpose of these windows is to provide daylight into the buildings, and the reduction in size will have no noticeable impact upon the daylighting results.

The Contractor has issued an updated Change Order Request in the amount of \$(1,441.00) for the credit due, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the architect of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY

CLIENT-CENTERED CREATIVITY



**Deborah Catellier**

---

**Subject:** FW: MS Pool - windows

Deborah

Changing all widows to a 24" wide rough opening

Type A to a 56" high rough opening

Type B to a 16" high rough opening

Type C to a 16" high rough opening

Only type B opens and is an awning type with screen

You will have a savings of \$1,121.00

**Roy Parmely**  
**Architectural Glazing Contractors /**  
**Overhead Door Co of Casper Inc.**  
**Phone: 307-266-1440 Fax: 307-235-2994**

Email address has been recently changed to [Roy@ohdcasper.com](mailto:Roy@ohdcasper.com)





**MASONRY**

335 S. 1250 W. Lindon, UT 84042 · (801) 796-8420 · (801) 796-8424 fax

October 20, 2015

ATTN: DEBORAH CATELLIER  
CASPAR BUILDING SYSTEMS

RE: MIKE SEDAR POOL RFI 037

DEBORAH,

SEE BELOW CREDIT BREAKOUT FOR THE WORK AS DESCRIBED IN RFI 37. THE WORK WAS MADE EASIER WITH LESS BLOCK CUTTING, WE SHOULD BE ABLE TO USE FULL UNITS MORE OFTEN NOW. I AM FIGURING A HALF HOUR PER WINDOW FOR THE SAW MAN. LET ME KNOW IF THERE ARE ANY QUESTIONS.

EQUIPMENT / MOBILIZATION			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
N/A		\$0	\$0
EQUIPMENT SUBTOTAL:			\$0.00
MATERIAL			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
6" CMU BLOCK	0	\$2.00	\$0.00
MORTAR (CY)	0.00	\$245.00	\$0.00
GROUT (CY)	0.00	\$145.00	\$0.00
MATERIAL SUBTOTAL:			\$0.00
LABOR			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
TENDER (HOURS)	-8	\$40.00	(\$320.00)
MASON (HOURS)	0	\$45.00	\$0.00
FOREMAN (HOURS)	0	\$55.00	\$0.00
LABOR SUBTOTAL:			(\$320.00)

**TOTAL (\$320.00)**

SINCERELY,

JOEY TOLBOE  
PROJECT MANAGER



September 3, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 20 R1  
Changes to sizes of Pump Pit

Dear Mr. Sveda,

During the course of reviewing shop drawing submittals of the aquatics equipment and piping, it was determined that the project would be better served by increasing the sizes of some of the precast pits associated with the pool systems.

- The outdoor pump pit was increased significantly to both ease installation of the pumps and to allow for easier servicing in the future. The City of Casper Aquatics Division will benefit from having a larger pit to work with.
- The indoor drain down pit was made 1'-0" deeper to better drain the pool system by gravity as needed, resulting in a minor increase in the cost of the pit.
- The outdoor splash pad surge tank was reconfigured to be wider and shallower to better accommodate the contractor's piping solution, resulting in a minor increase in the cost of the pit due to shipping and installation issues.

The Contractor has issued a Change Order Request in the amount of \$12,999.00 for the increase in value of the scope of work, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the architect and engineers of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY





Project: **MIKE SEDAR POOL SURGE AND SPRAY TANKS**

Quote: **7515152XX1**

Owner: **CITY OF CASPER**

Sales Contact: **Shane Conley (307) 265-3100**

**NOTES:**

- 1) Revision #4 - Removed original 3 Min. Haul charges from the "Quote Change" & fixed typo for price of 17x11x7 pit. Total change was reduced by \$632.80.
- 2) Revision #3 - Splash pad tank size decreased from 5' deep to 4' deep and the hatch was changed to be embedded into 15" tall concrete collar.
- 3) Revision #2 - Pump Pit increased from 12'x8' to 17'x11', Splash pad tank increased from 8'x8' to 12'x12' but decreased in height from 8' to 5'. Spash Pad tank access changed from a grate to a solid hatch. Drain down pit increased in height from 5' to 6', Min haul charges increased from 3 to 5 loads due to the increase in Pump pit and Spah Pad tank sizes.
- 4) Price does NOT include Coatings, waterproofing, liners, embedded valve extension caps, plumbing, installation, bedding materials and all other items not specified in the quotation
- 5) Price Includes Engineering and Delivery Delivery date to be negotiated Contractor to ensure passable access to jobsite ALL DELIVERY CHARGES ARE BASED ON FULL TRUCKLOAD QUANTITIES
- 6) Contractor to unload and set all items at jobsite
- 7) All weights are estimates only and may change on final design
- 8) Tanks engineered for HS-20 loading.
- 9) Final production and delivery schedules cannot be confirmed until after the approved shop drawings are received by Cretex Concrete Products Because Cretex
- 10) Concrete Products has no control of the timeliness of the contract award process and submittal review process, Cretex cannot guarantee a firm delivery date at bid time and will not be held responsible for penalties or liquidated damages for missed contract deadlines  
Contractor should contact the plant to schedule delivery at least two weeks prior to delivery date Delivery is subject to availability of trucks Final loading instructions must be complete within 24 hours of delivery or we cannot guarantee that trucking will be available
- 11) Remedy Please contact the plant immediately if there are any problems with the delivered product Cretex reserves the right to investigate and remedy noted problems and will endeavor to begin to do so immediately upon notice with our forces or by mutual agreement with the Contractor Cretex will not be held responsible for costs for delays, equipment rental, or repairs attempted, for which we are not afforded the opportunity to remedy in a timely manner
- 12) Cretex requires approved shop drawings for production Please review shop drawing preparation schedule and subsequent review schedule with your Cretex representative to assure proper coordination with construction schedule

**Sales Contact:** Shane Conley (307) 265-3100

**Prepared By:** Trent Engebretson (605) 718-4111

**Corporate/Sales/Engineering Office**  
**Maple Grove MN**

6655 Wedgwood Road, Suite 130  
Maple Grove, MN 55311  
(763) 545-7473

**Sales Office**  
**Shawnee KS**

23600 West 40th Street  
PO Box 860310  
Shawnee, KS 66226  
(913) 422-3634

**Sales/Engineering Office**  
**Rapid City SD**

PO Box 1620  
Rapid City, SD 57709-1620  
(605) 718-4111  
(605) 718-0808 Fax

**Sales Office**

**Des Moines IA**

525 South 11th Street  
West Des Moines, IA 50265  
(515) 223-8761

**Sales Office**

**Bar Nunn WY**

2175 Westwinds Road  
Bar Nunn, WY 82601  
(307) 265-3100  
(307) 265-0013

**Sales/Engineering Office**  
**Bismarck ND**

925 Basin  
Bismarck, ND 58504  
(701) 223-7178  
(701) 223-5620 Fax

**Sales Office**

**Plattsmouth NE**

369 Wiles Road  
Plattsmouth, NE 68048  
(402) 297-5647

**Sales Office**

**Billings MT**

1521 South 32nd Street West  
Billings, MT 59102  
(406) 656-1601  
(406) 656-8391

**Sales/Engineering Office**  
**Helena MT**

7 West 6th Ave, Suite 504  
Helena, MT 59601  
(406) 442-8060  
(406) 442-8036 Fax

**TERMS AND CONDITIONS OF SALE:** All sales are subject to Cretex Concrete Products, Inc. standard Terms and Conditions of Sale which are attached to this quotation and incorporated by reference herein.

**Acceptance.** Subject to contract award, we hereby order the required material at the above unit prices and agree to the terms and conditions set forth in this quotation and the CCP Terms and Conditions of Sale incorporated by reference herein

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

Rick Langguth, Sales Manager

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

CRETEX CONCRETE PRODUCTS, INC.

## **Deborah Catellier**

---

**From:** Tom Ellis  
**Sent:** Monday, August 10, 2015 11:11 AM  
**To:** 'Deborah Catellier'  
**Subject:** Mike Sedar

The drawings originally on area 12' span x8' wide of galvanized 2" x 3/16 19W4 edge banded grating with W8x18 support for the lump sum of \$1,900.00 Per your request on to increase to an area 17' span x 11' wide of galvanized 2" x 3/16 19W4 edge banded grating with W8x18 support for the lump sum of \$3,400.00 plus tax. This would be a net add of \$1,500.00 Plus tax

Please see our original proposal for terms, conditions, inclusion and exclusions.

Thank you,

Tom Ellis  
Pepper Tank  
Phone 307-234-3533  
Fax 307-237-1204

# High Country Crane Service

Po Box 482  
 Mills WY 82644  
[JORDAN@HIGHCOUNTRYCRANESERVICE.COM](mailto:JORDAN@HIGHCOUNTRYCRANESERVICE.COM)

(307)473-7833

# JOB ESTIMATE

**TO: Caspar Buildings Systems**  
 ATTN: Roy Weber  
[rweber@casparbuildingsystems.com](mailto:rweber@casparbuildingsystems.com)

307-262-3912

### JOB DESCRIPTION

Furnish crane, operator, rigger and rigging equipment to install two concrete vaults at Mike Ceder park.

**\*\*Estimate built off of an 80' radius\*\***

### ITEMIZED ESTIMATE: TIME AND MATERIALS

### AMOUNT

Crane mob/demob with rigger	\$1,040.00
Four loads of counterweights	1,800 00
Estimated job time of 6 hrs. onsite with rig up and down Onsite cost per hr. will be \$520 00	3,120 00
NOTES:	SPREADER BAR(S).
	OVERWEIGHT PERMIT:
	48.50
<b>TOTAL ESTIMATED JOB COST</b>	<b>\$6,008.50</b>

#### General Terms and Conditions

Prices are subject to Customer providing High Country Crane Service with access, ample room and suitable ground conditions to perform the work  
 Transportation prices are based on hauling equipment under normal road conditions. Should equipment be hauled when road bans are in effect, prices would be subject to escalation

Delays caused by circumstance beyond the control of High Country Crane Service will be charged as an extra

Equipment and Personnel are subject to availability until confirmed by Customer and reconfirmed by High Country Crane Service

High Country Crane Service reserves the right to exchange equipment to the satisfaction of both parties

Our proposal is based on information provided by Customer at time of quotation and is subject to change after our review of all final technical and scheduling details

This proposal is valid for 30 days from the quote date

High Country Crane Service is not responsible for damage to roadways, parking lots, sidewalks, grass, etc

High Country Crane Service is only responsible for the operation of its machinery. Should the machinery need maintenance during the course of this contract the down time will only be reduced by the hourly cost of High Country Crane Service. Regular scheduled maintenance will be done during off hours

High Country Crane Service is not responsible for damage to roadways, parking lots, sidewalks, grass, etc

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Jordan Lundine

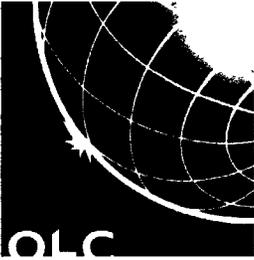
PREPARED BY

Accepted by \_\_\_\_\_

Print Name: \_\_\_\_\_

8/14/2015

DATE



August 27, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 21  
Tree Stump Removal

OHLSON LAVOIE  
COLLABORATIVE

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T 303 294 9244  
F 303.294.9440  
www.olcdesigns.com

Dear Mr. Sveda,

The relocation of the waterslide 2'-4" to the south necessitated removal of an existing tree stump located to the south of the pool deck. Removal of said stump will allow for expansion of the deck to accommodate the slide stair and runout. The work will include backfill and compaction of the resulting hole

The Contractor has issued a Change Order Request in the amount of \$2,462.00 for the extra work that is required above and beyond that indicated in the Construction Documents, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the engineer of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY



**71 CONSTRUCTION CHANGE ORDER REQUEST**

No. 3  
 Project No. 14-1640  
 Date: 8/21/15

**PROJECT:**  
 Mike Sedar Pool

<b>OWNER:</b> City of Casper 200 North David Casper, WY 82601	<b>PRIME CONTRACTOR OR ENGINEER:</b> Casper Building Systems 1975 Old Salt Creek Hwy. Casper, WY 82601
--	---

**DESCRIPTION OF CHANGES IN WORK**

Item	Reference	Reason
1		Tree originally outside the work site was removed by others leaving the stump and roots

**Itemized Changes in Work**

Item	Description	Unit	Estimated Quantity	Unit Price	Extended Total
1	Remove and dispose of tree stump. Backfill and compact resulting hole	LS	1	\$2,200.00	\$2,200.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>Total Increase (decrease) due to this Change in Work</b>					<b>\$2,200.00</b>

**CHANGE IN CONTRACT PRICE**

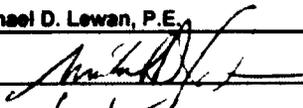
Original Contract Price	<u>\$327,194.00</u>
Net increase (decrease) from previous Change Orders	<u>\$97,675.56</u>
Contract Price prior to this Change Order	<u>\$424,869.56</u>
Net increase (decrease) of this Change Order	<u>\$2,200.00</u>
<b>Contract Price with all approved Change Orders</b>	<b><u>\$427,069.56</u></b>

**CHANGE IN CONTRACT TIME**

Original Contract Substantial Completion	<u>1/0/00</u>
Original Contract Final Completion	<u>1/0/00</u>
Net Change From Previous Change Orders (Days)	<u>0</u>
Contract Substantial Completion prior to this Change Order	<u>1/0/00</u>
Contract Final Completion prior to this Change Order	<u>1/0/00</u>
Net Increase this Change Order	<u>10</u>
<b>Contract Substantial Completion with all approved Change Orders</b>	<b><u>1/10/00</u></b>
<b>Contract Final Completion with all approved Change Orders</b>	<b><u>1/10/00</u></b>

Submitted By:  
**CONTRACTOR**  
 71 Construction  
 P.O. Box 4600  
 7072 Barton Drive  
 Casper, Wyoming 82604

Accepted By  
**PRIME CONTRACTOR OR ENGINEER**  
 Caspar Building Systems  
 1975 Old Salt Creek Hwy.  
 Casper, WY 82601

By: Michael D. Lewan, P.E.  
 Signature:   
 Date: 8/21/15

By: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



September 1, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 22  
Delete pool chemical room and water softener from project

OHLSON LAVOIE  
COLLABORATIVE

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T 303 294 9244  
F 303 294.9440  
www.olcdesigns.com

Dear Mr. Sveda,

Due to the naturally high acidity of the local water supply, additional acid is not needed to balance the pool's chemical profile. The chemicals that are needed do not require the physical separation that acid storage requires per code. Therefore, the acid storage room was deleted, along with the water softener, which was deemed unnecessary for local conditions.

The Contractor has issued a Change Order Request in the amount of \$(12,074.00) for the credit due, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the architect and engineers of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY





**MASONRY**

335 S. 1250 W. Lindon, UT 84042 · (801) 796-8420 · (801) 796-8424 fax

August 18, 2015

ATTN: DEBORAH CATELLIER  
CASPAR BUILDING SYSTEMS

RE: MIKE SEDAR POOL PR012

DEBORAH,

HERE IS THE BREAKOUT CREDIT FOR THE ELIMINATION OF THE ACID ROOM PER PR 012. LET ME KNOW IF THERE ARE ANY QUESTIONS.

EQUIPMENT / MOBILIZATION			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
N/A		\$0	\$0
EQUIPMENT SUBTOTAL:			<b>\$0.00</b>
MATERIAL			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
4" CMU	-105	\$1.75	(\$183.75)
MORTAR (CY)	-0.25	\$245.00	(\$61.25)
MATERIAL SUBTOTAL:			<b>(\$245.00)</b>
LABOR			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
TENDER (HOURS)	-6	\$40.00	(\$240.00)
MASON (HOURS)	-6	\$45.00	(\$270.00)
FOREMAN (HOURS)	-1	\$55.00	(\$55.00)
LABOR SUBTOTAL:			<b>(\$565.00)</b>
<b>TOTAL</b>			<b>(\$810.00)</b>

SINCERELY,

JOEY TOLBOE  
PROJECT MANAGER



Date: 8/16/2015

To: Caspar Building Systems

Att: Deborah Catellier

Ref: Mike Sedar Pool  
PR 12 Delete Door 01

Please find below, pricing and information on the above referenced project.

- Delete door, frame and hardware for door 01	(877.00)
---	----------

---

<b>Total (tax NOT included)</b>	<b>\$(877.00)</b>
---------------------------------	-------------------

Note: Price includes engineering, coordination and freight.

Please notify if you have any questions, or require additional information.

Thank you,

Glenn Guthrie, AHC  
Evergreen Construction Specialties, Inc.

995 North 330 East  
Midway, UT 84049

[www.evconspec.com](http://www.evconspec.com)

Tel: 435-640-3711  
Fax: 435-657-2407



# National Coatings, Inc.

*Integrity/Experience/Quality*



2715 West 8th Avenue  
Denver, CO 80204  
(303) 825-0155  
(303) 825-0390 (fax)

August 7, 2015

Caspar Building Systems, Inc.  
1975 Old Salt Creek Highway  
Caspar, Wyoming 82601

Attn: Deborah C. Catellier

**RE: PR # 12 Delete Pool Chemical Room  
Mike Sedar Pool Project**

Dear Deborah,

The credit to delete the painting in the Chemical Room, Door & Frame, GYP Ceiling, Floor Sealer, Walls and Cove Base.

**Credit Amount: \$ 830.00**

Thank you for the opportunity to bid this project for you. Feel free to contact me with any questions at 303-825-0155.

Sincerely,  
**NATIONAL COATINGS, INC.**

*Walter Kraus*

Senior Estimator  
[wkraus@nationalcoatings.biz](mailto:wkraus@nationalcoatings.biz)



# DAVIDSON MECHANICAL, INC.

728 EAST C STREET  
CASPER, WYOMING 82601  
PHONE (307) 577-4000  
FAX (307) 577-0692

8/11/2015

Caspar Building  
1975 Old Salt Creek Highway  
Casper, WY 82601

Re Mike Sedar PR#12

The following is the cost breakdown for above PR.

## Move eye wash

1, 1.25 CxC 90	\$3.34
5', 1.25 copper pipe @3.36	\$18.30
Labor 1 hour	\$34.00
Tax	\$1.08
P&O	\$56.72
Total Add	\$113.44

Charge \$75/hr for add'l work??

## Credit for softener

1, water softener	\$4797.00
1, 2.5 CxC Ball valve	\$77.64
2, 2.5x2 CxC Tee @31.96	\$63.92
2, 2" CxC Ball Valve @ 34.11	\$68.22
4, 2" CxC 90 @9.50	\$38.00
15' 2" pipe @11.04	\$165.60
Tax	\$20.67
Labor 4 hrs. @34.00	\$136.00
Total deduct	\$5,367.05

Same as above

Total Credit Due	\$5,253.61
------------------	------------

Terrance Davidson





**490 FOSTER ROAD  
CASPER, WY 82601  
PHONE (307) 577-1131  
FAX (307) 577-1132**

**Richard Glasgow  
262-4606**

**Jesse Glasgow  
277-1180**

**Caspar Building Systems  
PR #12**

<b>Credit for Exhaust Fan #6 Wiring</b>	<b>\$-756.00</b>
<b>Credit for Chemical Control Wiring for Water Softener</b>	<b>\$-315.00</b>
<b>Credit for Exhaust Fan Warning Light</b>	<b>\$-416.00</b>
<b>New ½ HP Soda Ash Mixer Estimate Attached</b>	<b>\$684.00</b>
<b>Light Fixture F1 100% Restock Fee</b>	<b><u>\$-0.00</u></b>
<b>Total Credit</b>	<b>\$-803.00</b>

Summit Electric LLC

490 Foster Rd  
Casper, WY 82601

# Estimate

Date	Estimate #
8/20/2015	3190

Name / Address
CASPAR BUILDING SYSTEMS 1975 OLD SALT CREEK HWY CASPER, WY 82601



Phone

Qty	Item	Description	Price Each	Total
40	EMT .75"	CONDUIT	0.61	24.40
4	RT CON .75"	RAIN TIGHT CONNECTOR	0.57	2.28
8	RT COUPLING .75"	RAIN TIGHT COUPLING	1.92	15.36
8	UNISTRUT STRAP .75"	UNISTRUT STRAP	1.43	11.44
1	BELL BOX .75"	BELL BOX .75"	7.82	7.82
130	THHN #12	WIRE	0.18	23.40
6	BARE #8	WIRE	0.35	2.10
1	20 AMP CG REC	20 AMP COMMERCIAL GRADE RECEPTACLE	4.90	4.90
1	20 AMP CG SWITCH	20 AMP COMMERCIAL GRADE SWITCH	4.90	4.90
1	20 AMP GFCI W/ FUNGUS PROOF	20 AMP GFCI BREAKER W/ FUNGUS PROOF	167.40	167.40
6	LABOR	WORK PERFORMED	70.00	420.00
		QUOTE TO INSTALL POWER FOR NEW SODA ASH MIXER		

<b>Subtotal</b>	\$684.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$684.00

**PROPOSAL - CONTRACT**

**S/D, INC.**

5036 PAIGE STREET

"Distributors of Specialty Bldg. Materials"

P. O. BOX 1489

CASPER, WYOMING 82602

PHONE (307) 266-6662

FAX (307) 266-6661

Caspar Building Systems

PROJECT: Mike Sedar Pool

Attn: Deborah

BID DATE: August 21, 2015

LOCATION: Casper, WY

PLANS & SPECIFICATIONS BY: \_\_\_\_\_

ADDENDA SEEN: None

SHEETS NO. DATED: \_\_\_\_\_

**Gentlemen:**

We are pleased to quote on the following materials for the above project subject to the terms and conditions listed below: Unless otherwise noted, prices are quoted F.O.B. Factory, freight allowed trucks jobsite or closest point accessible by public carrier. No unloading, erection or sales tax included.

**Section 10 4400-Fire Protection- Larsen's Manufacturing**

**PR #12**

Delete (1) MP10 fire extinguisher

**DELETE . . . \$60.00 from contract amount**

**TERMS OF SALE:** Net 30 days from Invoice date. We are a supplier, not a contractor and as such will not allow retainage to be held. Interest at 1 1/2% per month will be charged on any unauthorized retainage. Shipments may be withheld pending compliance with the terms of payment.

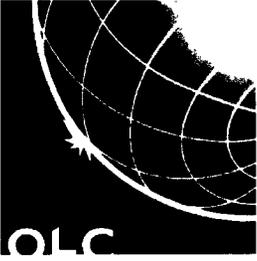
**CONDITIONS:** This proposal is subject to acceptance within 30 days; after which period the prices may be changed without notice. Strikes or other contingencies beyond the control of the seller or his suppliers shall be sufficient justification for delay in delivery. No material shall be returned for any reason without the seller's permission.

Backcharges will not be accepted without S/D, INC's authorization. All claims for material which is short, damaged, or defective must be made within five days of delivery with full details of the claim in writing. Freight claims are your responsibility. Shop drawings prepared by S/D, INC. and approved by the representative of the buyer shall be considered the correct method of the work to be performed. The receipt by S/D, INC. of a signed copy of this proposal-contract; or a purchase order incorporating all of the terms and conditions of this proposal shall constitute an acceptance of this quotation. No additional or different terms or conditions proposed by the buyer will be accepted.

Accepted: \_\_\_\_\_  
Buyer

By:  S/D, INC.  
\_\_\_\_\_  
STEVE M. DOMONKOS

Date: \_\_\_\_\_



September 29, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 24  
Concessions Sink Replacement

OHLSON LAVOIE  
COLLABORATIVE

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T 303.294.9244

F 303.294.9440

www.olcdesigns.com

Dear Mr. Sveda,

The City has determined that a commercial 3-compartment sink would be preferable, and more acceptable to the Health Department, than that specified for the concessions area. The new sink is free-standing, eliminating the countertop in that area along with some casework. Epoxy wall base will be extended to include the exposed wall around the sink. The sink and base reflect new charges, while the cost of the original sink and the eliminated casework will be credited to the City. The sink faucet will change as well, but the change conveys no cost or refund.

The Contractor has issued a Change Order Request in the amount of \$1,164.00 for the extra work that is required above and beyond that indicated in the Construction Documents, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the architect and engineer of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY

CLIENT-CENTERED CREATIVITY





## DAVIDSON MECHANICAL, INC.

728 EAST C STREET  
CASPER, WYOMING 82601  
PHONE (307) 577-4000  
FAX (307) 577-0692

9/1/2015

Caspar Building  
1975 Old Salt Creek Highway  
Casper, WY 82601

Re: MS FO#1

The following are the cost changes associated with this FO.

Credit S-1	\$808.76
New S-1	\$1873.43
Freight	\$250.00
Tax	\$93.66
P&O	\$332.56
Total	\$2,549.65
Less credit	\$808.76
Total Add	\$1,740.89

Terrance Davidson

**National Coatings, Inc**  
Integrity/ Experience/ Quality

9/9/2015

CASPAR BUILDING SYSTEMS

Attn: Deborah

**RE: MIKE SEDAR POOL**  
**SUBJECT: FO #11**

The following is our pricing to provide Cove Basing on the wall in the concession area, that was not shown on the plans.

**Total Add:       \$ 346.30**

**LABOR: \$ 72.00**  
**MATERIALS: \$ 238.60**  
**OH&P: \$ 35.70**

Feel free to contact me with any questions you may have at 307-277-8380.

Sincerely,  
**NATIONAL COATINGS, INC.**

*Mike Butler*

Mike Butler  
Operation Manager  
Wyoming Region

9829 W. Landmark Lane, Casper, WY 82604

(307) 472-0121

(307) 234-6551 Fax

**Deborah Catellier**

---

**From:** Mark Kirkham  
**Sent:** Friday, September 04, 2015 2:06 PM  
**To:** 'Deborah Catellier'  
**Subject:** PR #11 PRICING

To credit back for approximately 6.5 lf of base cabinet, 1'-3" of upper cabinets and 6.5 lf of countertop is \$911.00.

This is based on the idea that the three compartment sink is free standing and not countertop will be needed in that area.

Please call with any questions.

Thank you,

*Mark Kirkham*

Project Manager

**JBD INC...**

1656 S. Sheridan Ave.

Sheridan, WY 82801

307.672.5444 T

307.672.0504 F

**[www.jbdx.com](http://www.jbdx.com)**

**[estimation@jbdx.com](mailto:estimation@jbdx.com)**



September 24, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 25R  
6-in CMU

OHLSON LAVOIE  
COLLABORATIVE

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T 303.294.9244

F 303 294 9440

www.olcdesigns.com

Dear Mr. Sveda,

For improved structural support of benches, ADA shower seats and changing tables, concrete masonry unit (CMU) block in applicable portions of interior walls has been modified from 4-inch thick block to 6-inch thick per PR #13. This change also encompasses another interior wall revised by RFI 30 from 6-in block to 8-inch to accommodate a plumbing chase. The mason was unable to credit for the unused 4-inch block as that block has already been manufactured; e-mails pertaining to that assertion are attached.

The Contractor has issued a Change Order Request in the amount of \$1,532.00 for the extra work that is required above and beyond that indicated in the Construction Documents, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the architect of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY





**MASONRY**

335 S. 1250 W. Lindon, UT 84042 · (801) 796-8420 · (801) 796-8424 fax

September 23, 2015

ATTN: DEBORAH CATELLIER  
CASPAR BUILDING SYSTEMS

**RE: MIKE SEDAR POOL PR 013 AND RFI 030**

DEBORAH,

HERE IS THE PRICE BREAKOUT FOR THE WORK AS DESCRIBED IN PR 013 AND RFI 30. THE CMU HAVE ALREADY BEEN MADE SO WE HAVE TO MAKE NEW BLOCK FOR THESE CHANGES. LET ME KNOW IF THERE ARE ANY QUESTIONS.

EQUIPMENT / MOBILIZATION			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
N/A		\$0	\$0
<b>EQUIPMENT SUBTOTAL:</b>			<b>\$0.00</b>
MATERIAL			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
6" CMU BLOCK	450	\$2.00	\$900.00
MORTAR (CY)	0.00	\$245.00	\$0.00
GROUT (CY)	2.00	\$145.00	\$290.00
<b>MATERIAL SUBTOTAL:</b>			<b>\$1,190.00</b>
LABOR			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
TENDER (HOURS)	0	\$40.00	\$0.00
MASON (HOURS)	0	\$45.00	\$0.00
FOREMAN (HOURS)	0	\$55.00	\$0.00
<b>LABOR SUBTOTAL:</b>			<b>\$0.00</b>

OH&P 15%	\$178.50
<b>TOTAL</b>	<b>\$1,368.50</b>

SINCERELY,

JOEY TOLBOE  
PROJECT MANAGER

**From:** Deborah Catellier [dcatellier@casparbuildingsystems.com]  
**Sent:** Tuesday, September 22, 2015 10:34 AM  
**To:** Laine McLaughlin  
**Subject:** RE: MS Pool - COR #25 for PR 13

Unfortunately they already had the 4" CMU made and couldn't get a credit for it. However they are aware that they will have to deliver and give the 4" CMU to the Owner if the City still wants it.

Deborah C. Catellier

Caspar Building Systems, Inc  
307.235.5690 ph

**From:** Laine McLaughlin [mailto:[lmclaughlin@olcdesigns.com](mailto:lmclaughlin@olcdesigns.com)]  
**Sent:** Tuesday, September 22, 2015 10:30 AM  
**To:** Deborah Catellier  
**Subject:** RE: MS Pool - COR #25 for PR 13

We're on it now. Could you please show a credit for the 4-in block that will no longer be used?

Thank you,

**Laine McLaughlin**  
**OLC**  
303.294.9244 | Main  
720.441.9770 | Cell

**From:** Deborah Catellier [mailto:[dcatellier@casparbuildingsystems.com](mailto:dcatellier@casparbuildingsystems.com)]  
**Sent:** Tuesday, September 22, 2015 10:07 AM  
**To:** Laine McLaughlin  
**Cc:** Alex Sveda; Robert McDonald; Wes Hayden; Roy Weber  
**Subject:** MS Pool - COR #25 for PR 13

Laine,

Please see attached COR #25 for PR 13 CMU changes.

They are to start work on October 5<sup>th</sup>, and will need to order this block by the end of the week in order to get it made in time. If we could please get a quick review and approval of this change, it would be greatly appreciated.

Please let me know if you have questions.

Thanks,

Deborah C. Catellier

Caspar Building Systems, Inc  
1975 Old Salt Creek Highway



October 23, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 26  
6-in CMU

OHLSON LAVOIE  
COLLABORATIVE

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T. 303 294 9244  
F 303 294.9440  
www.olcdesigns.com

Dear Mr. Sveda,

For improved structural support of wall-mounted countertops in the lifeguard office area, concrete masonry unit (CMU) block in applicable portions of interior walls has been modified from 4-inch thick block to 6-inch thick. The mason was unable to credit for the unused 4-inch block as that block has already been manufactured; e-mails pertaining to that assertion are attached.

The Contractor has issued a Change Order Request in the amount of \$509.00 for the extra work that is required above and beyond that indicated in the Construction Documents, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the architect of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY





**MASONRY**

335 S. 1250 W. Lindon, UT 84042 · (801) 796-8420 · (801) 796-8424 fax

October 19, 2015

ATTN: DEBORAH CATELLIER  
CASPAR BUILDING SYSTEMS

**RE: MIKE SEDAR POOL EAST WALL GUARD ROOM**

DEBORAH,

HERE IS THE PRICE BREAKOUT TO CHANGE THE EAST WALL OF THE GUARD ROOM TO 6" CMU. THE CMU HAVE ALREADY BEEN MADE SO WE HAVE TO MAKE NEW BLOCK FOR THIS CHANGE. LET ME KNOW IF THERE ARE ANY QUESTIONS.

EQUIPMENT / MOBILIZATION			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
N/A		\$0	\$0
EQUIPMENT SUBTOTAL:			<b>\$0.00</b>
MATERIAL			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
6" CMU BLOCK	125	\$2.00	\$250.00
MORTAR (CY)	0.00	\$245.00	\$0.00
GROUT (CY)	1.00	\$145.00	\$145.00
MATERIAL SUBTOTAL:			<b>\$395.00</b>
LABOR			
DESCRIPTION	QUANTITY	UNIT PRICES	TOTAL PRICES
TENDER (HOURS)	0	\$40.00	\$0.00
MASON (HOURS)	0	\$45.00	\$0.00
FOREMAN (HOURS)	0	\$55.00	\$0.00
LABOR SUBTOTAL:			<b>\$0.00</b>

OH&P 15%                    \$59.25  
**TOTAL                         \$454.25**

SINCERELY,

JOEY TOLBOE  
PROJECT MANAGER

## Robert McDonald

---

**From:** Deborah Catellier [dcatellier@casparbuildingsystems.com]  
**Sent:** Thursday, October 15, 2015 3:21 PM  
**To:** Alex Sveda; Robert McDonald  
**Cc:** Wes Hayden; Roy Weber  
**Subject:** CMU changes on site

Alex and Bob,

Bob we spoke with you this morning and Alex we met with you on site this afternoon about our concerns with the CMU in the Guard area. The following was agreed upon:

1. The opening for the First Aid Room is called out to have a 4" CMU above the opening. However there is no header at this location, and the 4" half block to the west of the opening would not be able to support an angle. Instead of CMU, we will build out a framed gypsum board wall that will be flush with the CMU on both sides.
2. The east wall behind the cabinets and counter with Door 11 located in the Guard room is a 4" wall. The counter below is supported by brackets, which if the counter is overloaded or if someone decides to sit on it, it will pull out of the wall. This wall will be changed to a 6" wall. The door frame 11 will stay a 4" frame and will be installed center of the CMU wall.
3. The north wall in Storage 12 will stay a 4" wall.

We are proceeding with the work as discussed as the mason is in this area today and tomorrow. There will be a cost to change to 6" CMU and to add the gypsum board wall however we don't see this being a huge expense. Please note we cannot return the 4" CMU for a credit because it has been made and is on site.

Please let me know if you have questions or concerns.

Thank you,

Deborah C. Catellier

Caspar Building Systems, Inc  
1975 Old Salt Creek Highway  
Casper, WY 82601

307.235.5690 ph  
307.277.2823 cell

RESOLUTION NO.15-303

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 WITH CASPAR BUILDING SYSTEMS, INC. FOR THE MIKE SEDAR POOL PROJECT.

WHEREAS, Caspar Building Systems, Inc., is performing services under the terms of an agreement with the City of Casper for the Mike Sedar Pool Project, No. 13-07B; and,

WHEREAS, the City of Casper desires to direct the contractor to perform additional work to complete the project; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute Change Order No. 3 to the agreement with Caspar Building Systems, Inc., for performing additional work related to the Mike Sedar Pool Project, in the amount of Thirty Four Thousand Five Hundred Thirty Six and 56/100 Dollars (\$34,536.56), for a total price of Four Million Four Hundred Forty Seven Thousand Eight Hundred Eighty Seven and 04/100 Dollars (\$4,447,887.04).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

October 28, 2015

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Wyoming Power Wash, Inc.  
Paradise Valley Tank Exterior Painting Project 15-48

Recommendation:

That Council, by resolution, authorize an agreement with Wyoming Power Wash, Inc., for the Paradise Valley Tank Exterior Painting (PV Tank Project), Project No. 15-48, in the amount of \$54,900, and a contingency amount of \$5,100, for a total contract amount of \$60,000.

Summary:

On October 28, 2015, the City of Casper received five (5) bids for the PV Tank Project. The bids received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Wyoming Power Wash	Mills, WY	\$ 54,900
State Painting	West Valley City, UT	\$ 60,000
Carr Coatings	Lovell, WY	\$ 63,700
Integrity Tank Services	Henderson, KY	\$ 74,750
Western Partitions	Tigard, OR	\$173,351

The engineer's estimate prepared by the City Engineering Office was \$75,000, with the low bid received at \$54,900. Adding a construction contingency amount of \$5,100 will bring the total project amount to \$60,000.

The project includes surface preparation and re-coating of the exterior of the Paradise Valley potable water storage tank.

Funding for this project will be from the Water Fund.

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 Wyoming Power Wash, Inc., PO Box 505, Mills, Wyoming 82644 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to re-coat the exterior surfaces of the Paradise Valley (PV) potable water storage tank and,

WHEREAS, Wyoming Power Wash, Inc., is able and willing to provide those services specified as the PV Tank Exterior Painting Project No. 15-48.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the PV Tank Exterior Painting Project No. 15-48, 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 will be substantially completed by July 1, 2016 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 15, 2016.
- 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.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Fifty-Four Thousand Nine Hundred Dollars (\$54,900). 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. 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 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 Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$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 through BF-4, and BS-1).
- 8.4 Addenda No. (0).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of two (2) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:
- PV Tank Exterior Painting Project No. 15-48**
- 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.

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 \_\_\_\_\_, 2015.

APPROVED AS TO FORM:  
(PV Tank Exterior Painting Project No. 15-48)

*Walton Tremblay*

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

Wyoming Power Wash, Inc.

PO Box 505

Mills, Wyoming 82644

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Tracey L. Belser

Title: City Clerk

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: \_\_\_\_\_

Charlie Powell

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:      City of Casper  
   **PV Tank Exterior Painting**  
   **Project No. 15-48**

THIS BID SUBMITTED TO:      City of Casper  
   200 North David Street  
   Casper, Wyoming 82601

1.      The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by July 1, 2016, and completed and ready for final payment not later than July 15, 2016 in accordance with the Bidding Documents.
2.      Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.      Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.      In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.      Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
            Addendum No. \_\_\_\_\_                      Dated \_\_\_\_\_  
            Addendum No. \_\_\_\_\_                      Dated \_\_\_\_\_
  - B.      Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C.      This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

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: \$ 54,900.00

TOTAL BASE BID, IN WORDS: Fifty four thousand nine hundred dollars and no 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: Wyoming Power Wash, Inc.

Address of Bidder: P.O. Box 505

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 October 28 \_\_\_\_\_, 2015.

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)

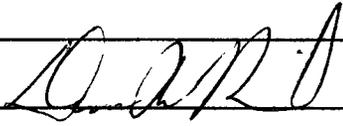
Business Address:

Phone Number:

**A CORPORATION OR LIMITED LIABILITY COMPANY**

By: Wyoming Power Wash, Inc. (seal)

Wyoming

By: Dean W. Boril President  (seal)

(Seal)

Attest: Edwin W. Atchley Vice-President 

Business Address: P.O. 505

Mills, WY 82644

Phone Number: 307-235-4838

**A JOINT VENTURE**

By: \_\_\_\_\_ (seal)

\_\_\_\_\_

By: \_\_\_\_\_ (seal)

\_\_\_\_\_

**(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)**

BID SCHEDULE

PV Tank Exterior Painting  
PROJECT NO. 15-48  
October 2015

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	TOTAL COST
1	Surface preparation and painting of the EXTERIOR of approximately 112 million gallon (53' dia. x 30' height) potable water storage tank.	LS	1	\$ 54,900.00
TOTAL BASE BID				\$ 54,900.00

• BID IN WORDS: Fifty four thousand nine hundred dollars and no cents

This bid submitted by: Corporation

—  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 15-304

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING POWER WASH, INC., FOR THE PV TANK EXTERIOR PAINTING PROJECT.

WHEREAS, the City of Casper desires to re-paint the exterior of the Paradise Valley (PV) potable water storage tank; and,

WHEREAS, Wyoming Power Wash, Inc., is able and willing to provide those services specified as the PV Tank Exterior Painting Project No. 15-48; 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 Ten Thousand Dollars (\$10,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Wyoming Power Wash, Inc., for those services, in the amount of Fifty-Four Thousand Nine Hundred Dollars (\$54,900).

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-Four Thousand Nine Hundred Dollars (\$54,900) and Five Thousand One Hundred Dollars (\$5,100) for a construction contingency fund, for a total price of Sixty Thousand Dollars (\$60,000).

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 Ten Thousand Dollars (\$10,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charlie Powell  
Mayor

November 3, 2015

MEMO TO: V.H. McDonald, City Manager  
FROM: Tracey Belser, Support Services Director   
Jason C. Shellabarger, Fleet Maintenance Manager  
SUBJECT: Authorize Purchase of one Zero Turn Mower

Recommendation:

That Council, by minute action, authorize the purchase of one Toro 52" Zero Turn Mower, with options, from Hoods Equipment and Sprinkler, Casper, Wyoming, to be used in the Parks Division of the Public Services Department, in the amount of \$15,757.90, before trade in allowance.

Summary:

Quotes were requested for One New Zero Turn Mower, from local dealers. On October 1, 2015, quotes were received from Hoods Equipment, Stotz Equipment, and Scag Power Equipment. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Trade-In</u>	<u>Total</u>
<b>(1) New Toro 52" Zero Turn Mower</b>	<b>Hoods</b>	<b>\$15,757.90</b>	<b>\$800.00</b>	<b>\$14,957.90</b>
(1)New John Deere 997 Zero Turn Mower	Stotz	\$20,569.35	\$1,800.00	\$18,769.35
(1)New Scag Turf Tiger	Scag	\$17,549.00	\$0.00	\$17,549.00

The recommended Toro 52" Zero Turn Mower meets all of the necessary specifications and will replace unit #084020 and #084029.

Funding for this purchase will come from 1% #15 funds allocated to Parks Improvements.