

REGULAR COUNCIL MEETING
Tuesday, August 2, 2016
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Keep Your Remarks Pertinent and Non-Repetitive.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions will be Handled by the Appropriate Persons.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

2015 CITY COUNCIL GOALS

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

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

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

Council Goals Scorecard <i>Actions since 5/5/2015</i>
24
168
61

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JULY 19, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 25, 2016
4. CONSIDERATION OF BILLS AND CLAIMS
5. UNITED STATES ATTORNEY’S OFFICE COMMENDATION – DETECTIVES SHANNON DALEY AND SARAH NELSON

6. PUBLIC HEARING

A. Resolution

1. **Sale of City-owned Property to the State of Wyoming.**

- a. By Minute Action, Cancel Public Hearing

7. SECOND READING ORDINANCE

A. Consent

1. Council-initiated **Zone Change** of a **Portion of the South Poplar Street Corridor** from OYDSPC (Old Yellowstone District and South Poplar Street Corridor Form-based Code) to R-4 (High Density Residential) and C-2 (General Business).

8. RESOLUTIONS

A. Consent

1. Authorizing a Memorandum of Understanding with CRU Casper, LLC **d.b.a. Parkway Plaza Casper Resort, Spa and Convention Center**, for the Private Development of a Conference Center and **Public Improvement of Adjacent Public Infrastructure.**
2. Authorizing Submission of a **Transportation Alternatives Program Grant Application** to the **Wyoming Department of Transportation**, in the Amount of \$375,000, for **Phase 2 of the Casper Mountain Road Trail.**
3. Authorizing Submission of **Grant Application to the Wyoming Water Development Commission**, in the Amount of \$762,202, for the **CY Booster Station Replacement Project.**

2015 Goals		
Downtown	Infrastructure	Recreation
X	X	
	X	X
	X	

8. RESOLUTIONS (continued)

A. Consent

4. Authorizing Agreement with **SCS Field Services**, in the Amount of \$1,747,700, for the **Balefill Gas Collection and Control System Project**.
5. Authorizing Agreement with **Carr Coatings**, in the Amount of \$187,947, for the **Golf Course Water Storage Tank Painting Project**.
6. Authorizing Change Order No. 6 with **ITC Electrical Technologies**, in the Increase Amount of \$26,339, and a Time Extension of 18 Days, for the **Wastewater Treatment Plant PLC Upgrades Project**.
7. Authorizing Contract for **Auxiliary Water Service** between the City of Casper and the **Town Of Evansville**.
8. Authorizing **Right-of-Way Easement with C.E. Swinney, LLC**, in the Amount of \$10,711.08, for Installation of a New 16-Inch Water Transmission Main from 4041 Casper Mountain Road to 2600 Country Club Road, for the **East Casper Zone III Water System Improvements Project**.
9. Authorizing **Right-of-Way Easement with CW Corner LLC**, for Installation of a New 16-Inch Water Transmission Main from 4041 Casper Mountain Road to 2600 Country Club Road, for the **East Casper Zone III Water System Improvements Project**.
10. Authorizing **Right-of-Way Easement with Country Club Village Partnership**, in the Amount of \$728.03, for Installation of a New 16-Inch Water Transmission Main from 4041 Casper Mountain Road to 2600 Country Club Road, for the **East Casper Zone III Water System Improvements Project**.
11. Authorizing **Right-of-Way Easement with Peter Nam Yim Choi, Lin Li Pun Choi, Ling Ah Pun, and May Fong To**, in the Amount of \$500, for Installation of a New 16-Inch Water Transmission Main from 4041 Casper Mountain Road to 2600 Country Club Road, for the **East Casper Zone III Water System Improvements Project**.
12. Accepting **Warranty Deed from C. E. Swinney, LLC**, in the Amount of \$1,600, for a Tract of Land for the **Water Pump Station** for the **East Casper Zone III Water System Improvements Project**.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	

8. RESOLUTIONS (continued)

A. Consent

13. Accepting **Warranty Deed from C. E. Swinney, LLC**, in the Amount of \$8,000 for a Tract of Land for the **Water Storage Tank** for the **East Casper Zone III Water System Improvements Project**.

14. Authorizing Submission of a First Amended Loan Agreement, First Amended Promissory Note, and First Amended Assignment and Pledge of Revenues to the **Wyoming State Lands and Investments Board for a Loan Increase**, in the Amount of \$510,000, for the **Wastewater Treatment Plant Emergency Generator Project**.

9. MINUTE ACTION

A. Consent

1. Authorizing the Issuance of a **Taxicab Company License** to Doug Esterline, d.b.a. **NC Cabs**, Located at 4805 Highway Street, Mills, Wyoming.

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, August 16, 2016 – Council Chambers

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

Work sessions

4:30 p.m. Tuesday, August 9, 2016 – Council Meeting Room

4:30 p.m. Tuesday, August 23, 2016 – Council Meeting Room

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
 Casper City Hall – Council Chambers
 July 19, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, July 19, 2016. Present: Cathey, Heili, Hopkins, Humphrey Johnson, Pacheco, Powell, and Mayor Sandoval. Absent: Councilman Miller.

Moved by Councilman Powell, seconded by Councilman Hopkins, to, by minute action, excuse the absence of Councilman Miller. Motion passed.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Moved by Councilman Johnson, seconded by Councilman Cathey, to, by minute action, approve the minutes of the July 5, 2016, regular Council meeting, as published in the Casper-Star Tribune on July 16, 2016. Motion passed.

Moved by Councilman Hopkins, seconded by Councilman Powell, to, by minute action, approve payment of the July 19, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims
 07/19/16

71 Const	Services	\$10,878.59
71Construction	Projects	\$6,009.65
AAALandscaping	Services	\$1,883.42
ABLincoln	Refund	\$8.64
Adecco	Services	\$316.80
AHopkins	Refund	\$48.30
AMBI	Services	\$1,551.01
AmericanTitle	Services	\$28,558.20
Ameritech	Services	\$8,295.37
B&BSales	Services	\$1,283.71
Balefill	Services	\$54,509.54
BankOfAmerica	Goods	\$182,505.41
BigBrthsBigSstrs	Funding	\$4,289.38
Brenntag	Goods	\$18,259.91
BWInsurance	Services	\$22,675.00
C Simons	Reimb	\$9.99
CarolinaSoftware	Services	\$700.00
Caselle	Services	\$75.00
CasparBuildSystems	Services	\$414,266.95
CasperEventsCenter	Services	\$748.44
CasperMunicipalBand	Funding	\$130,199.20
CasperPubUtilities	Services	\$125.54
CDWGVmt	Goods	\$1,647.06

Century 21	Refund	\$143.00
Centurylink	Services	\$10,711.56
Charter	Services	\$450.00
CHDiagnostic	Services	\$585.00
CIGNA	Services	\$11,887.68
CityofCasper	Services	\$6,121.14
CivilEngineeringProfessionals	Projects	\$4,152.50
ClimbWy	Funding	\$39,825.75
CmplteConst	Services	\$3,780.00
CobanTech	Services	\$300.00
CommTech	Goods	\$2,465.58
Compassdata	Supplies	\$4,918.75
ComputerPros	Goods	\$956.52
ContAlcoholMont	Supplies	\$5,597.78
CowboyChemical	Supplies	\$39.00
CsprSprtsAlliance	Funding	\$11,875.00
Dell	Goods	\$7,632.36
DeltaConst	Services	\$283,889.00
DeltaDental	Services	\$28,149.97
DPCIndustries	Goods	\$22,148.51
E Becher	Reimb	\$217.00
EngDsgnAssoc	Services	\$2,145.00
FirstInterstateBank	Services	\$4,491.97
FtAtelier	Goods	\$4,097.19
GMarshInc	Services	\$25,455.83
GolderAssociates	Services	\$13,871.91
GPCArchtcts	Services	\$7,364.80
GreensSewer	Services	\$98.00
GreenTreeArbor	Services	\$2,919.87
Greiner	Goods	\$55,685.00
GSGArchitecture	Services	\$23,748.43
HarrisComputer	Services	\$76,743.12
Hedquist	Services	\$10,369.00
HedquistConstruction	Projects	\$93,321.00
HewlettPackard	Goods	\$347.41
HHawthorne	Refund	\$113.89
HighPlainsConstruction	Goods	\$5,969.94
HoleshotLawnCare	Services	\$1,523.51
Homax	Goods	\$6,374.69
HydroConst	Supplies	\$111,994.29
IndRepairSvc	Supp	\$5,245.12
IntegrityTank	Supplies	\$75,000.00
InternalRevenueService	Tax	\$2,082.00
ITC Electrical	Supplies	\$320.86
ITCElec	Services	\$137,412.91
J Tremel	Reimb	\$300.87

JHatcher	Reimb	\$504.43
JMartinez	Reimb	\$168.07
JRobinson	Refund	\$50.07
JSpeck	Refund	\$46.57
JWinzenreid	Reimb	\$24.99
KGoulet	Refund	\$51.30
KHelwig	Refund	\$29.48
LaborReady	Services	\$6,968.64
LenhartMasonAssoc	Services	\$3,425.00
LGriffith	Reimb	\$226.00
LongBuildingTech	Services	\$1,114.42
M Bratvold	Reimb	\$75.00
Manpower	Services	\$1,089.38
McMurryReadyMix	Goods	\$2,014.50
MRone	Refund	\$5.50
MSaldivar	Refund	\$48.30
MWills	Refund	\$194.42
NationalBenefitServices	Services	\$415.95
NCHallofJustice	Services	\$27,236.15
NCSheriffsOffice	Funding	\$363,210.16
NevesUniforms	Goods	\$1,921.90
NIRA	Funding	\$17,000.00
OfficeStateLands	Services	\$328,468.03
OhlsonLavoie	Services	\$1,843.34
Paciolan	Services	\$63,091.00
PoliceDept	Services	\$635.06
PostalPros	Services	\$9,446.96
PublicTechnology	Services	\$5,000.00
Pubworks	Goods	\$4,835.00
QualityOffice	Goods	\$2,033.18
RegionalWater	Services	\$837,203.68
RLewarchik	Refund	\$6.12
RockyMtnPower	Services	\$192,599.01
ROdom	Refund	\$18.89
RotaryClub	Dues	\$217.00
SDInc	Refund	\$3,868.00
SeniorPatientAdvocates	Services	\$6,300.00
SpillmanTechnologies	Services	\$121,227.45
StantecConsultingSvcsInc	Projects	\$11,433.75
StarLineFeeds	Goods	\$533.45
TrffcData	Services	\$13,671.00
VGonzales	Reimb	\$22.50
Viewpoint	Services	\$2,700.00
VisionServicePlan	Services	\$233.12
Visits	Services	\$93.37
VMcReynolds	Refund	\$114.00

WardwellWater&Sewer	Services	\$67.87
WaterTechnologyGroup	Services	\$2,512.32
WDWhite	Refund	\$14.40
WERCSCommunications	Services	\$16,910.00
WesternIdentification	Services	\$7,421.00
WyAssocRiskManagement	Services	\$1,038,277.15
WyBusinessCoalition	Services	\$5,060.00
Wycomp	Services	\$992.00
WyDeptRevenue	Taxes	\$27,424.47
WyDEQ	Services	\$662.10
WyMachinery	Goods	\$30,857.52
WyNotaryDivision	Goods	\$60.00
YouthCrisisCenter	Funding	\$4,721.15
ZLowndes	Reimb	\$300.87
		\$5,168,382.81

Mayor Sandoval recognized that the Platte River Revival was the recipient of the 2016 Community Hero Award from the Wyoming Association of Municipalities. On behalf of the Council he thanked the volunteers and Platte River Revival Committees for all their efforts to conserve and improve the health of the Platte River.

Moved by Councilman Johnson, seconded by Councilman Humphrey, to, by minute action: establish August 2, 2016, as the public hearing date for the consideration of the sale of City-owned property to the State of Wyoming. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the zone change of multiple properties located in the Old Yellowstone District and South Poplar Street Corridor from OYDSPC (Old Yellowstone District and South Poplar Street Corridor Form-based Code) to R-4 (High Density Residential) and C-2 (General Business).

Councilman Humphrey recused herself from the discussion and left the meeting.

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher, to V.H. McDonald, dated July 14, 2016 and an affidavit of publication, as published in the Casper-Star Tribune, dated July 7, 2016. City Manager McDonald provided a brief report. Craig Collins, Casper City Planner, also provided Council with information on the proposed zone change.

Speaking on the zone change were: Michael Reid, 1615 Luker Dr.; Pat Sweeney, 951 N. Kimball; and Jeremy Yates, 1316 S. Cedar. Each had questions and concerns about the zone change and were not strictly in favor or opposition. Mr. Reid and Mr. Sweeney had alternative proposals for zoning in various areas. Mr. Sweeney returned to the podium regarding minimum lot size and Mr. Collins addressed his question.

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

Following ordinance read:

ORDINANCE NO. 8-16
AN ORDINANCE APPROVING A COUNCIL-INITIATED
ZONE CHANGE OF MULTIPLE PROPERTIES LOCATED IN
THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR
STREET CORRIDOR.

Councilman Cathey presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Johnson. Councilmen Heili, Cathey, Powell, and Hopkins made statements regarding the zone change. Mayor Sandoval asked City Attorney Luben the process that would be needed if this ordinance were to be amended. Mr. Luben indicated that Council could discuss the matter further at a work session and advised them that if the ordinance was significantly changed, a new public hearing would need to be advertised and held at a later time. Councilmen Powell and Heili commented on this. Motion passed.

Councilman Humphrey returned to the meeting.

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

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; and,

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(L));
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(L)) multiplied by the applicable TRC (TRC=1.4 of 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(L)) (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. FAILURE TO MEET, WITHIN NINETY DAYS AFTER THE SCHEDULE DATE, a compliance schedule milestone CONTAINED IN A WASTEWATER CONTRIBUTION PERMIT, SET FORTH IN CHAPTER 13.36, ARTICLE I, OF THE CASPER MUNICIPAL CODE OR ENFORCEMENT ORDER FOR STARTING CONSTRUCTION, COMPLETING CONSTRUCTION, OR ATTAINING FINAL COMPLIANCE
6. Failure to PROVIDE, within thirty days of the DUE 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 ACCURATELY 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. 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 17th day of November, 2015.

PASSED on second reading this 5th day of July, 2016.

PASSED, APPROVED AND ADOPTED on third and final reading this 19th day of July, 2016.

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; and,

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:

Pollutant	LOCAL LIMITS (MG/L)
Arsenic	5.984
Cadmium	1.20
Chromium Total	98.20
Copper	98.98
Lead	39.41
Molybdenum	8.77
Nickel	41.75
Selenium	7.97
Silver	45.66
Zinc	99.61
Mercury	1.02

- 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. 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. 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. 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; 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 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 17th day of November, 2015.

PASSED on second reading this 5th day of July, 2016.

PASSED, APPROVED AND ADOPTED on third and final reading this 19th day of July, 2016.

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; and,

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 17th day of November, 2015.

PASSED on second reading this 5th day of July, 2016.

PASSED, APPROVED AND ADOPTED on third and final reading this 19th day of July, 2016.

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; and,

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 17th day of November, 2015.

PASSED on second reading this 5th day of July, 2016.

PASSED, APPROVED AND ADOPTED on third and final reading this 19th day of July, 2016.

Councilman Johnson presented the four (4) foregoing consent agenda ordinances for adoption, on third reading. Seconded by Council Humphrey. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-188

A RESOLUTION RESCINDING RESOLUTION NO. 15-265 AND AUTHORIZING A LEASE AGREEMENT WITH MOUNTAIN SPORTS FOR OPERATION OF A SKI EQUIPMENT RENTAL OPERATION AT HOGADON SKI AREA.

RESOLUTION NO. 16-189

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2016-2017 CONTRACT WITH THE CASPER AREA TRANSPORTATION COALITION, IN AN AMOUNT NOT TO EXCEED THIRTY FIVE THOUSAND DOLLARS (\$35,000) FOR THE PROVISION OF SUBSIDIZED FARES TO LOW-INCOME RESIDENTS.

RESOLUTION NO. 16-190
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH 71 CONSTRUCTION, INC., FOR THE
WASHINGTON PARK BLEACHERS PROJECT.

RESOLUTION NO. 16-191
A RESOLUTION AUTHORIZING AN AGREEMENT
FOR THE ASSUMPTION OF OWNERSHIP,
OPERATION, AND MAINTENANCE OF THE HOME
DEPOT USA, INC. WATER DISTRIBUTION SYSTEM,
AN ACCESS AND WATERLINE EASEMENT, AND
BILL OF SALE THEREFOR.

RESOLUTION NO. 16-192
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH CASPAR BUILDING SYSTEMS, INC., FOR THE
CASPER EVENTS CENTER STORAGE BUILDING,
PROJECT 15-25.

RESOLUTION NO. 16-193
A RESOLUTION AUTHORIZING A GENERAL
SERVICE CONTRACT WITH ROCKY MOUNTAIN
POWER FOR ELECTRICAL SERVICE FOR THE NEW
WATER STORAGE TANK FOR THE EAST CASPER
ZONE 3 WATER SYSTEM IMPROVEMENTS.

RESOLUTION NO. 16-194
A RESOLUTION AUTHORIZING A GENERAL
SERVICE CONTRACT WITH ROCKY MOUNTAIN
POWER FOR ELECTRICAL SERVICE FOR THE NEW
PUMP STATION FOR THE EAST CASPER ZONE 3
WATER SYSTEM IMPROVEMENTS.

RESOLUTION NO. 16-195
A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICES AGREEMENT WITH HEALTH
SOLUTIONS SERVICES, INC. D/B/A INTERACTIVE
HEALTH.

Councilman Hopkins presented the foregoing eight (8) resolutions for adoption. Seconded by Councilman Johnson. Motion passed.

Moved by Councilman Heili, seconded by Councilman Powell, to, by consent minute action, authorize the issuance of a taxicab company license for Eagle Cabs, located at 4462 Highway Street; and reject all bids received for the Conwell Park Improvements Project. Motion passed.

Individuals addressing the Council were: Pat Sweeney, 951 North Kimball Street; Ken Ball, 4521 E. 21st; and Woody Giles, 290 Magnolia. Mr. Sweeney spoke regarding the Casper Events Center storage project, inquired about the transition to the new Hogadon lodge, and asked about the process to issue the available retail liquor license. Mayor Sandoval and Councilmen Powell, Cathey, Heili, and Hopkins spoke regarding the process to issue the retail liquor license. Mr. Sweeney recommended John Huff's application for the retail liquor license. Mr. Ball commended Council on the improvements at Hogadon, asked about the necessity of the Events Center storage building, and spoke regarding the contract change to former City Manager John Patterson's contract regarding punitive damages. Mr. Ball read a statement about the punitive damages. Councilman Heili requested that Mr. Ball send the statement to Council for their review. Mr. Giles spoke regarding the issuance of the retail liquor license and property values.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, July 26, 2016, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, August 2, 2016, in the Council Chambers.

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

The meeting was adjourned at 7:25 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

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

16-06-418 POSTAGE

\$58.62

\$58.62 Subtotal for Dept. Fire

16-06-419 POSTAGE

\$6.84

\$6.84 Subtotal for Dept. Fort Caspar

16-06-429 POSTAGE

\$0.57

\$0.57 Subtotal for Dept. Waste Water

16-06-423 POSTAGE

\$89.31

\$89.31 Subtotal for Dept. Water

\$155.34 Subtotal for Vendor

A-1 PORTABLES & SERVICES

1254 PORTABLES

\$110.00

\$110.00 Subtotal for Dept. Balefill

\$110.00 Subtotal for Vendor

AAA LANDSCAPING

11188 WEED MOWING

\$445.22

11345 WEED MOWING

\$1,400.00

\$1,845.22 Subtotal for Dept. Code Enforcement

\$1,845.22 Subtotal for Vendor

AAKER SIGNS & DESIGNS

16-3579 DECAL INSTALLATION

\$459.00

\$459.00 Subtotal for Dept. Police Equipment

\$459.00 Subtotal for Vendor

ADECCO USA, INC.

68152221 TEMPORARY LABOR

\$158.40

\$158.40 Subtotal for Dept. Balefill

\$158.40 Subtotal for Vendor

ALLAN'S CONCRETE

072953 CONCRETE REPAIR CITY HALL

\$1,900.00

\$1,900.00 Subtotal for Dept. Perpetual Care

\$1,900.00 Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

80-116952 OWNER & ENCUMBRANCE REPORT

\$85.00

\$85.00 Subtotal for Dept. Code Enforcement

\$85.00 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

103173 INSTALLATIONS

\$1,505.20

\$1,505.20 Subtotal for Dept. Cemetery

\$1,505.20 Subtotal for Vendor

AQUA SMART, INC.

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

AQUA SMART, INC.

20905 CHEMICALS

\$96,990.00
\$96,990.00 Subtotal for Dept. Water Treatment Plant
\$96,990.00 Subtotal for Vendor

ARELLANO, DEDE

0026894995 UTILITY REFUND

\$47.80
\$47.80 Subtotal for Dept. Water
\$47.80 Subtotal for Vendor

ARROWHEAD HEATING & AIR CONDITIONING

7652 REPAIR HVAC

\$163.13

7651 FILTER CHANGE

\$180.00

\$343.13 Subtotal for Dept. Balefill
\$343.13 Subtotal for Vendor

BRENNTAG PACIFIC, INC.

BPI639132 CHEMICALS

\$8,926.06

BPI639979 CHEMICALS

\$8,239.62

BPI639980 CHEMICALS

\$8,955.76

BPI638027 CHEMICALS

\$14,548.98

BPI639978 CHEMICALS

\$9,164.64

BPI640820 CHEMICALS

\$9,228.15

BPI639133 CHEMICALS

\$9,131.52

\$68,194.73 Subtotal for Dept. Water Treatment Plant
\$68,194.73 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78807-22 PROGRAMABLE LOGIC CONTROLLER

\$24,868.63

\$24,868.63 Subtotal for Dept. Waste Water

\$24,868.63 Subtotal for Vendor

CAROL E SWINNEY

RIN0026876 EASEMENTS

\$6,702.66

RIN0026876 EASEMENTS

\$13,608.42

\$20,311.08 Subtotal for Dept. Water

\$20,311.08 Subtotal for Vendor

CARUS CORPORATION

SLS 10051292 CHEMICALS

\$7,560.00

SLS 10051148 CHEMICALS

\$7,560.00

\$15,120.00 Subtotal for Dept. Water Treatment Plant

\$15,120.00 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

2016-602 FTA BUS EXPENSES

\$106,605.00

2016-601 FTA CATC EXPENSES

\$62,668.00

2016-603 CITY CATC EXPENSES

\$54,669.00

2016-604 CITY BUS EXPENSES

\$94,472.00

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

CASPER AREA TRANSPORTATION COALITION

\$318,414.00 Subtotal for Dept. C.A.T.C.

\$318,414.00 Subtotal for Vendor

CASPER COLLEGE

RIN0026881 UTILITY REFUND

\$7.62

\$7.62 Subtotal for Dept. Water

\$7.62 Subtotal for Vendor

CASPER HOUSING AUTHORITY

115 FUNDING

\$62,941.45

\$62,941.45 Subtotal for Dept. One Cent #15

\$62,941.45 Subtotal for Vendor

CASPER MTN. FIRE DISTRICT

RIN0026840 FY17 SERVICE CONTRACT

\$7,500.00

\$7,500.00 Subtotal for Dept. Social Community Services

\$7,500.00 Subtotal for Vendor

CASPER-ALCOVA IRRIGATION DISTRICT

2016C-012 BETTERMENT ASSESSMENT

\$58,773.59

\$58,773.59 Subtotal for Dept. Water

\$58,773.59 Subtotal for Vendor

CDW GOVERNMENT, INC.

DQP7297 WARRANTY

\$205.80

\$205.80 Subtotal for Dept. Police

\$205.80 Subtotal for Vendor

CENTURYLINK

RIN0026852 PHONE USE

\$38.49

\$38.49 Subtotal for Dept. Balefill

RIN0026849 PHONE USE

\$74.78

RIN0026849 PHONE USE

\$43.91

\$118.69 Subtotal for Dept. Casper Events Center

RIN0026863 PHONE USE

\$20.20

\$20.20 Subtotal for Dept. Cemetery

RIN0026849 PHONE USE

\$63.44

\$63.44 Subtotal for Dept. City Hall

RIN0026868 PHONE USE

\$494.61

RIN0026849 PHONE USE

\$97.86

RIN0026868 PHONE USE

\$29.73

RIN0026868 PHONE USE

\$10,501.37

RIN0026849 PHONE USE

\$65.16

\$11,188.73 Subtotal for Dept. Communications Center

RIN0026849 PHONE USE

\$37.77

\$37.77 Subtotal for Dept. Engineering

RIN0026849 PHONE USE

\$479.65

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

CENTURYLINK

RIN0026868 PHONE USE	\$102.87	
RIN0026868 PHONE USE	\$168.23	
	\$750.75	Subtotal for Dept. Fire
RIN0026849 PHONE USE	\$155.53	
	\$155.53	Subtotal for Dept. Metro Animal
RIN0026849 PHONE USE	\$43.61	
	\$43.61	Subtotal for Dept. Municipal Court
RIN0026849 PHONE USE	\$61.38	
	\$61.38	Subtotal for Dept. Parking
RIN0026868 PHONE USE	\$28.65	
RIN0026849 PHONE USE	\$37.77	
	\$66.42	Subtotal for Dept. Police
RIN0026849 PHONE USE	\$42.79	
	\$42.79	Subtotal for Dept. Sewer
RIN0026863 PHONE USE	\$38.49	
	\$38.49	Subtotal for Dept. Waste Water
	\$12,626.29	Subtotal for Vendor

CH DIAGNOSTIC & CONSULTING SVC., INC.

20160475 LAB TEST	\$1,580.00	
	\$1,580.00	Subtotal for Dept. Water Treatment Plant
	\$1,580.00	Subtotal for Vendor

CHRISTMAN, SEAN

0026895000 UTILITY REFUND	\$50.30	
	\$50.30	Subtotal for Dept. Water
	\$50.30	Subtotal for Vendor

CHURCH OF THE HOLY FAMILY

RIN0026871 EASEMENT	\$784.44	
RIN0026871 EASEMENT	\$386.36	
	\$1,170.80	Subtotal for Dept. Water
	\$1,170.80	Subtotal for Vendor

CITY OF CASPER

141430 CNFR	\$1,500.00	
141430 CNFR	\$27,000.00	
	\$28,500.00	Subtotal for Dept. Council
5128/142009 GIS SERVICES	\$9,350.64	
5128/142009 GIS SERVICES	\$982.70	
	\$10,333.34	Subtotal for Dept. Metropolitan Planning
142074 COMMUNITY PROMOTIONS	\$14,167.00	
	\$14,167.00	Subtotal for Dept. Social Community Services
	\$53,000.34	Subtotal for Vendor

CITY OF CASPER - BALEFILL

1967/142203 SANITATION	\$15.00	
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Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

CITY OF CASPER - BALEFILL

1967/142083	SANITATION	\$369.13	
1967/142122	SANITATION	\$260.85	
1967/142160	SANITATION	\$15.00	
1967/142065	SANITATION	\$418.62	
		\$1,078.60	Subtotal for Dept. Code Enforcement
525/142308	SANITATION	\$22.74	
		\$22.74	Subtotal for Dept. Hogadon
247/142011-014	SANITATION	\$400.00	
		\$400.00	Subtotal for Dept. Parks
2772/142277	SANITATION	\$6,173.92	
2772/142249	SANITATION	\$323.36	
2772/142310	SANITATION	\$6,019.76	
2772/141979	SANITATION	\$5,314.25	
2772/141909	SANITATION	\$6,055.95	
2772/141948	SANITATION	\$5,596.76	
2772/142232	SANITATION	\$5,707.64	
2772/142060-069	SANITATION	\$5,844.92	
2772/142104	SANITATION	\$6,233.10	
2772/142140	SANITATION	\$5,462.81	
2772/142173	SANITATION	\$6,391.96	
2772/142196	SANITATION	\$5,310.06	
		\$64,434.49	Subtotal for Dept. Refuse Collection
1276/142307	SANITATION	\$100.11	
1276/142058	SANITATION	\$1,779.12	
1276/141906	SANITATION	\$103.40	
1276/142138	SANITATION	\$94.47	
1276/142230	SANITATION	\$87.42	
		\$2,164.52	Subtotal for Dept. Waste Water
4361/141982	PALLET DISPOSAL	\$30.00	
4361/141950	PALLET DISPOSAL	\$60.00	
		\$90.00	Subtotal for Dept. Water Treatment Plant
		\$68,190.35	Subtotal for Vendor

CITY OF LONGMONT, CO

RIN0026861	METH CONFERENCE SPEAKER	\$274.32	
		\$274.32	Subtotal for Dept. Police Grants
		\$274.32	Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

15-031-07	DESIGN SOLID WASTE FACILITY	\$460.00	
		\$460.00	Subtotal for Dept. Balefill
15-035-06	METRO LANDSCAPING	\$250.00	
		\$250.00	Subtotal for Dept. Metro Animal
14-066-17	EAST CASPER ZONE III	\$4,831.20	
14-066-17	EAST CASPER ZONE III	\$9,808.80	
16-039-01	WATER MODEL UPDATING	\$500.00	
		\$15,140.00	Subtotal for Dept. Water

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

CIVIL ENGINEERING PROFESSIONALS, INC.

\$15,850.00 Subtotal for Vendor

COLLECTION CENTER INC.

974300000277	COLLECTION FEES	\$40.86		
		\$40.86	Subtotal for Dept.	Code Enforcement
972000000333	COLLECTION FEES	\$136.45		
		\$136.45	Subtotal for Dept.	Refuse Collection
972000000333	COLLECTION FEES	\$103.69		
		\$103.69	Subtotal for Dept.	Sewer
972000000333	COLLECTION FEES	\$305.64		
		\$305.64	Subtotal for Dept.	Water
		\$586.64	Subtotal for Vendor	

COMMUNICATION TECHNOLOGIES, INC.

77314	REPAIRS	\$103.00		
77316	REPAIRS	\$103.00		
77313	REPAIRS	\$103.00		
		\$309.00	Subtotal for Dept.	Police
77373	EQUIPMENT INSTALLATIONS	\$154.50		
77319	STRIP EQUIPMENT	\$103.00		
77370	DECAL INSTALLATION	\$154.50		
77378	EQUIPMENT INSTALLATIONS	\$998.52		
77382	FLEET EQUIPMENT INSTALLATIONS	\$998.52		
77389	DOOR POPPER	\$345.50		
77390	DOOR POPPER	\$345.50		
77392	INSTALLATION	\$1,101.52		
		\$4,201.56	Subtotal for Dept.	Police Equipment
		\$4,510.56	Subtotal for Vendor	

COMTRONIX, INC.

20049950	ALARM MONITORING	\$732.00		
		\$732.00	Subtotal for Dept.	Balefill
45557	ALARM MONITORING	\$192.00		
		\$192.00	Subtotal for Dept.	Golf Course
		\$924.00	Subtotal for Vendor	

COUNTRY CLUB VILLAGE

RIN0026874	EASEMENT	\$240.55		
RIN0026874	EASEMENT	\$488.38		
		\$728.93	Subtotal for Dept.	Water
		\$728.93	Subtotal for Vendor	

COWBOY CHEMICAL

9003	PRODUCT	\$167.60		
9003	MONTHLY MAINTENANCE	\$39.00		
		\$206.60	Subtotal for Dept.	Casper Events Center
		\$206.60	Subtotal for Vendor	

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

CRAZY MTN KENNELS, LLC

RIN0026862 K9 TRAINING WORKSHOP

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

CRIME SCENE INFORMATION

157-12-053 CRIME STOPPERS LINE

\$86.25
\$86.25 Subtotal for Dept. Police
\$86.25 Subtotal for Vendor

CYLDE HANAMAIKAI

05181623848 TOOL REIMBURSEMENT

\$192.97
\$192.97 Subtotal for Dept. Fleet Maintenance
\$192.97 Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

2016-06CASPER MANAGEMENT FEES

\$6,658.17
\$6,658.17 Subtotal for Dept. Finance
\$6,658.17 Subtotal for Vendor

DEGROOT, ELIZABETH

0026945863 UTILITY REFUND

\$24.58
\$24.58 Subtotal for Dept. Water
\$24.58 Subtotal for Vendor

DESTRY JOHNSON

RIN0026882 UTILITY REFUND

\$7.29
\$7.29 Subtotal for Dept. Water
\$7.29 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3669 WEAR PLATES TO LOADER BUCKET
3558 RE-ALIGN TRUCK BED
3783 REPAIRS
3672 SHELVING
3797 REPAIR MOWER ARM

\$475.00
\$485.00
\$560.00
\$2,300.00
\$115.00
\$3,935.00 Subtotal for Dept. Fleet Maintenance
\$3,935.00 Subtotal for Vendor

DOWL LLC

5138.26610.01-2 FY16 TRAFFIC COUNTS
5138.26610.01-2 FY16 TRAFFIC COUNTS

\$1,898.05
\$18,060.45
\$19,958.50 Subtotal for Dept. Metropolitan Planning
\$19,958.50 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000186-16 CHEMICALS
727000177-16 CHEMICALS

\$5,539.58
\$5,542.04
\$11,081.62 Subtotal for Dept. Water Treatment Plant

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

DPC INDUSTRIES, INC.

\$11,081.62 Subtotal for Vendor

DRUG TESTING SVCS. OF NATRONA CO.

21289 REMOTE BREATH TESTING

\$96.00

\$96.00 Subtotal for Dept. Municipal Court

\$96.00 Subtotal for Vendor

ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2017-1 ADMINISTRATIVE/INCENTIVE FUNDS

\$104,029.98

\$104,029.98 Subtotal for Dept. Special Reserves

\$104,029.98 Subtotal for Vendor

FAITH ASSEMBLY OF GOD

RIN0026873 EASEMENT

\$1,281.25

RIN0026873 EASEMENT

\$631.07

\$1,912.32 Subtotal for Dept. Water

\$1,912.32 Subtotal for Vendor

FAMILY JOURNEY CENTER

RIN0026854 FUNDING

\$120.91

115 FUNDING

\$119.61

\$240.52 Subtotal for Dept. One Cent #15

\$240.52 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1167206 MERCHANT FEES

\$4,889.40

\$4,889.40 Subtotal for Dept. Balefill

REMI1167207 MERCHANT FEES

\$4.95

\$4.95 Subtotal for Dept. Casper Events Center

REMI1167212 MERCHANT FEES

\$116.44

\$116.44 Subtotal for Dept. Cemetery

REMI1167199 MERCHANT FEES

\$1,832.51

\$1,832.51 Subtotal for Dept. Finance

\$6,843.30 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0026866 SERVICE AWARDS

\$145.00

\$145.00 Subtotal for Dept. Human Resources

\$145.00 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0026883 PETTY CASH - WITNESS FEES

\$40.00

\$40.00 Subtotal for Dept. Municipal Court

\$40.00 Subtotal for Vendor

FISCHER BODY SHOP CORP.

23742 BODY SHOP REPAIRS

\$1,395.45

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

FISCHER BODY SHOP CORP.

\$1,395.45 Subtotal for Dept. Fleet Maintenance
\$1,395.45 Subtotal for Vendor

FLECK, KYLE

0026945862 UTILITY REFUND

\$44.32
\$44.32 Subtotal for Dept. Water
\$44.32 Subtotal for Vendor

FRANK MILES HARTUNG

RIN0026869 EASEMENT

\$335.00

RIN0026869 EASEMENT

\$165.00

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

FULL CONTACT CONCRETE, LLC

776 CONCRETE REPAIRS

\$3,225.00

\$3,225.00 Subtotal for Dept. Casper Events Center

777 MCKINLEY CURB AND GUTTER

\$5,500.00

\$5,500.00 Subtotal for Dept. Streets
\$8,725.00 Subtotal for Vendor

GALLES STABLES

RIN0026870 EASEMENT

\$3,028.40

RIN0026870 EASEMENT

\$1,491.60

\$4,520.00 Subtotal for Dept. Water
\$4,520.00 Subtotal for Vendor

GARLICK LAW OFFICE PC

RIN0026847 COURT APPOINTED ATTORNEY

\$150.00

\$150.00 Subtotal for Dept. Municipal Court

\$150.00 Subtotal for Vendor

GOLDER ASSOCIATES

450120 BALEFILL POST CLOSURE

\$2,993.01

452819 BALEFILL POST CLOSURE

\$7,081.36

452269 BIOSOLIDS COMPOST BID PACKAGE

\$1,309.88

452820 LANDFILL ENVIRONMENTAL TESTING

\$464.63

452818 MONITORING/REPORTING

\$409.50

452542 AUTOMATED LEACHATE COLLECTION

\$10,865.06

\$23,123.44 Subtotal for Dept. Balefill

\$23,123.44 Subtotal for Vendor

GW MECHANICAL, INC.

4 HEATING SYSTEM

\$18,626.10

\$18,626.10 Subtotal for Dept. CDBG

\$18,626.10 Subtotal for Vendor

HASELDEN WYOMING CONSTRUCTORS LLC

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

HASELDEN WYOMING CONSTRUCTORS LLC

RIN0026858 RETAINAGE

\$10,000.00
\$10,000.00 Subtotal for Dept. Capital Projects - Rec Center
\$10,000.00 Subtotal for Vendor

HDR ENGINEERING, INC.

1200000876 WATER RIGHTS STUDIES

\$4,955.34
\$4,955.34 Subtotal for Dept. Water
\$4,955.34 Subtotal for Vendor

HOCKETT, SABRINA

0026894998 UTILITY REFUND

\$30.57
\$30.57 Subtotal for Dept. Water
\$30.57 Subtotal for Vendor

HOLESHOT LAWN CARE & SNOW REMOVAL LLC

INV005 WEED MOWING

\$1,586.15
\$1,586.15 Subtotal for Dept. Code Enforcement
\$1,586.15 Subtotal for Vendor

HOMAX OIL SALES, INC.

0335656-IN LUBRICANTS

\$454.50
\$454.50 Subtotal for Dept. Balefill

0334835-IN STOCK

\$508.90
\$508.90 Subtotal for Dept. Fleet Maintenance

0335716-IN GASOLINE

\$1,569.70
\$1,569.70 Subtotal for Dept. Golf Course
\$2,533.10 Subtotal for Vendor

HUCK, NATHANIEL/ABBY

0026894996 UTILITY REFUND

\$44.30
\$44.30 Subtotal for Dept. Water
\$44.30 Subtotal for Vendor

HUFFMAN, CHRISTOPHER

0026441608 UTILITY REFUND

\$23.33
\$23.33 Subtotal for Dept. Water
\$23.33 Subtotal for Vendor

HULT CONSTRUCTION

16001-2 2016 BUILDING PROCUREMENT

\$86,053.23

RIN0026850 2016 BUILDING PROCUREMENT

\$1,818.59

\$87,871.82 Subtotal for Dept. Balefill
\$87,871.82 Subtotal for Vendor

INDUSTRIAL REPAIR SERVICE, INC.

181769 REPAIR KEYPAD

\$377.24
\$377.24 Subtotal for Dept. Water Treatment Plant

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

INDUSTRIAL REPAIR SERVICE, INC.

\$377.24 Subtotal for Vendor

INSTALLATION & SVC. CO.

RIN0026879	RETAINAGE	(\$10,762.61)	
		(\$10,762.61)	Subtotal for Dept. Capital Projects - Rec Center
26593	GREASE TRAP SERVICE	\$540.00	
		\$540.00	Subtotal for Dept. Casper Events Center
RIN0026879	PARKING LOT IMPROVEMENTS	\$107,626.02	
		\$107,626.02	Subtotal for Dept. Casper Recreation Center
RIN0026860	2015 WATERLINE REPLACEMENTS	\$20,000.00	
		\$20,000.00	Subtotal for Dept. Streets
RIN0026860	2015 WATERLINE REPLACEMENTS	\$54,187.00	
		\$54,187.00	Subtotal for Dept. Water
		\$171,590.41	Subtotal for Vendor

INTEGRITY TANK SERVICE, LLC

1015-033399	PRATT II NORTH TANK INTERIOR	\$25,550.92	
RIN0026867	PRATT II NORTH TANK INTERIOR	\$54,449.08	
		\$80,000.00	Subtotal for Dept. Water
		\$80,000.00	Subtotal for Vendor

INTERMOUNTAIN MOTOR SALES, INC.

29226	RECONDITION BEARINGS SEAL	\$1,620.32	
		\$1,620.32	Subtotal for Dept. Golf Course
		\$1,620.32	Subtotal for Vendor

JENNIFER LY

RIN0026855	COURT INTERPRETER	\$15.00	
RIN0026856	COURT INTERPRETER	\$30.00	
		\$45.00	Subtotal for Dept. Municipal Court
		\$45.00	Subtotal for Vendor

K&K SIDING AND EXTERIORS

00219	BUILDING D SIDING REPLACEMENT	\$577.33	
00219	BUILDING D SIDING REPLACEMENT	\$19,352.67	
		\$19,930.00	Subtotal for Dept. CDBG
		\$19,930.00	Subtotal for Vendor

KACY REISHUS

RIN0026397	ADVENTURE CAMP REFUND	\$418.70	
		\$418.70	Subtotal for Dept. Recreation
		\$418.70	Subtotal for Vendor

KATHRYN HALLOCK

RIN0026814	BOOT REIMBURSEMENT	\$54.98	
		\$54.98	Subtotal for Dept. Parks
		\$54.98	Subtotal for Vendor

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

KNIFE RIVER/JTL

135783 PLANT MIX	\$987.60	
14-18-8 W YELLOWSTONE & WALNUT ST	\$193,617.31	
14-18-8 W YELLOWSTONE & WALNUT ST	\$152,127.89	
135506 PLANT MIX	\$369.60	
135629 PLANT MIX	\$1,438.80	
135277 PLANT MIX	\$125.40	
135284 CONCRETE	\$282.50	
135315 PLANT MIX	\$358.20	
	\$349,307.30	Subtotal for Dept. Streets
	\$349,307.30	Subtotal for Vendor

KOIS BROTHERS EQUIPMENT

51713 DUMP BODY & ACCESSORIES	\$8,336.00	
	\$8,336.00	Subtotal for Dept. Cemetery
	\$8,336.00	Subtotal for Vendor

LABOR READY CENTRAL, INC.

21158994 TEMPORARY SERVICES	\$2,191.98	
	\$2,191.98	Subtotal for Dept. Casper Events Center
	\$2,191.98	Subtotal for Vendor

LEXISNEXIS A DIVISION OF RELX INC

84238143 STATUTE BOOKS	\$63.75	
	\$63.75	Subtotal for Dept. Municipal Court
	\$63.75	Subtotal for Vendor

LINCOLN NATL. LIFE INS. CO.

RIN0026864 RETIREE LIFE INSURANCE	\$294.93	
	\$294.93	Subtotal for Dept. Health Insurance
	\$294.93	Subtotal for Vendor

LSC TRANSPORTATION CONSULTANTS, INC.

51632 FY16 TRANSIT SCHEDULE ANALYSIS	\$5,214.95	
51632 FY16 TRANSIT SCHEDULE ANALYSIS	\$548.06	
	\$5,763.01	Subtotal for Dept. Metropolitan Planning
	\$5,763.01	Subtotal for Vendor

MCMURRY READY MIX CO.

223285 CONCRETE	\$296.25	
223391 CONCRETE	\$177.75	
223338 CONCRETE	\$533.25	
223390 CONCRETE	\$177.75	
223281 CONCRETE	\$533.25	
	\$1,718.25	Subtotal for Dept. Streets
223162 CONCRETE	\$108.50	
	\$108.50	Subtotal for Dept. Water
	\$1,826.75	Subtotal for Vendor

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

MERCER HOUSE, INC.

RIN0026857 METH CONFERENCE SPONSORSHIP	\$1,000.00		
	\$1,000.00	Subtotal for Dept.	Police Grants
160715-6706 FUNDING	\$22,500.00		
	\$22,500.00	Subtotal for Dept.	Social Community Services
	\$23,500.00	Subtotal for Vendor	

MICHAEL BRATVOLD

RIN0026841 SUPPLY REIMBURSEMENT	\$65.72		
	\$65.72	Subtotal for Dept.	Balefill
	\$65.72	Subtotal for Vendor	

MODERN ELECTRIC CORP.

RIN0026853 BILLING ERROR REFUND	\$1,206.57		
	\$1,206.57	Subtotal for Dept.	Refuse Collection
	\$1,206.57	Subtotal for Vendor	

MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS

CC063016 HEALTH DATA PROGRAM FEES	\$4,730.05		
	\$4,730.05	Subtotal for Dept.	Health Insurance
	\$4,730.05	Subtotal for Vendor	

MORPHO TRUST USA LLC

107803 MAINTENANCE AGREEMENT	\$2,978.86		
	\$2,978.86	Subtotal for Dept.	Police
	\$2,978.86	Subtotal for Vendor	

MOTOROLA SOLUTIONS

78349939 MAINTENANCE AGREEMENT	\$5,811.72		
	\$5,811.72	Subtotal for Dept.	Communications Center
	\$5,811.72	Subtotal for Vendor	

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

26256 ETHERNET ACCESS	\$512.50		
	\$512.50	Subtotal for Dept.	Communications Center
26255 INTERNET SERVICE	\$1,515.00		
	\$1,515.00	Subtotal for Dept.	Finance
	\$2,027.50	Subtotal for Vendor	

NATRONA COUNTY PUBLIC LIBRARY FOUNDATION

RIN0026877 FUNDING	\$54,480.50		
	\$54,480.50	Subtotal for Dept.	One Cent #15
	\$54,480.50	Subtotal for Vendor	

NEVE'S UNIFORMS, INC.

NE46537 UNIFORMS	\$29.95		
NE46570 UNIFORMS	\$174.85		
NE46548 UNIFORMS	\$203.80		

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

NEVE'S UNIFORMS, INC.

NE46584 UNIFORMS	\$19.94	
NE46413 UNIFORMS	\$467.35	
NE46585 UNIFORMS	\$19.94	
NE46605 UNIFORMS	\$63.90	
NE46604 UNIFORMS	\$68.97	
NE46417 UNIFORMS	\$221.80	
\$1,270.50	Subtotal for Dept.	Police
\$1,270.50	Subtotal for Vendor	

NORTH PARK TRANSPORATION

08754307 SHIPPING FEES	\$178.66	
	\$178.66	Subtotal for Dept. Fleet Maintenance
RIN0026859 PLASTICS RECYCLING	\$1,048.50	
	\$1,048.50	Subtotal for Dept. Refuse Collection
	\$1,227.16	Subtotal for Vendor

NORTHWEST COMMUNITY ACTION PROGRAMS OF WY INC

ER-063016-1208 E-WASTE DISPOSAL	\$1,024.20	
ER-RW-063016-1159 E-WASTE DISPOSAL	\$2,909.70	
	\$3,933.90	Subtotal for Dept. Balefill
	\$3,933.90	Subtotal for Vendor

ONE CALL OF WY.

41798 LOCATE TICKETS	\$634.16	
	\$634.16	Subtotal for Dept. Sewer
41798 LOCATE TICKETS	\$775.09	
	\$775.09	Subtotal for Dept. Water
	\$1,409.25	Subtotal for Vendor

P-CARD VENDORS

00046725 SAMSLUB #6425	\$97.76	
00046513 RICOH USA, INC	\$26.00	
00046619 THE LIFEGUARD STORE IN	\$62.51	
00046619 THE LIFEGUARD STORE IN	\$44.45	
00046953 ATLAS	\$20.80	
00046725 SAMSLUB #6425	\$9.34	
00046552 DOLLAR TREE	\$2.00	
00047001 MENARDS CASPER WY	\$38.94	
00046757 SAMSLUB #6425	\$673.26	
00046757 SAMSLUB #6425	\$32.35	
00046507 SUN COUNTRY DISTRIBUTI	\$909.85	
00046809 NORCO INC	\$80.19	
00046809 NORCO INC	\$128.84	
00046513 RICOH USA, INC	\$26.00	
	\$2,152.29	Subtotal for Dept. Aquatics
00046638 IN ALLIANCE ELECTRIC,	\$320.96	
00046755 QUALITY OFFICE SOLUTIO	\$29.89	
00046728 HOWARD SUPPLY COMPANY	\$239.03	

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00046709	GCR TIRES #751	\$581.00	
00046817	SOLID WASTE ASSOCIA	\$392.00	
00046702	COASTAL NETTING SYSTEM	\$4,321.25	
00046684	SQ ATLANTIC ELECTRIC,	\$730.77	
00046680	SQ ATLANTIC ELECTRIC,	\$1,725.30	
00046544	INDUSTRIAL SCREEN & MA	\$100.00	
00046643	MURDOCH'S RANCH & HOME	\$57.63	
00046357	SHERWIN WILLIAMS #8960	\$177.85	
00046808	QUALITY OFFICE SOLUTIO	\$13.29	
00046625	MURDOCH'S RANCH & HOME	\$30.96	
00046607	CITY SERVICE ELECTRIC	\$75.00	
00046567	HOWARD SUPPLY COMPANY	\$341.77	
00046784	SAMSCLUB #6425	\$52.24	
00046560	QUALITY OFFICE SOLUTIO	\$28.06	
00046529	WEAR PARTS INC	\$171.59	
00046475	FEDEX 783511762677	\$19.36	
00046668	IN GREAT PLAINS CLEAN	\$15.64	
00046955	HOSE & RUBBER SUPPLY I	\$78.98	
00046794	AGP PROPANE SERVICES	\$46.29	
00046844	BAILEYS ACE HDWE	\$69.97	
00046851	WYOMING MACHINERY CO	\$290.91	
00046854	QUALITY OFFICE SOLUTIO	\$3.10	
00046913	HOSE & RUBBER SUPPLY I	\$23.04	
00046923	MENARDS CASPER WY	\$11.28	
00046791	WYOMING MACHINERY CO	\$2,814.00	
00046937	WYOMING MACHINERY CO	\$460.90	
00046853	WYOMING MACHINERY CO	\$1,281.01	
00046961	GEOTECH ENVIRONMENTAL	\$692.75	
00046783	AGP PROPANE SERVICES	\$38.38	
00046964	WWW.WARESDIRECT.COM	\$123.50	
00046964	WWW.WARESDIRECT.COM	\$123.51	
00046966	FERGUSON ENT #3069	\$36.97	
00046784	SAMSCLUB #6425	\$105.13	
00046929	GC BUILDING SUPPLY INC	\$296.11	
00046767	AGP PROPANE SERVICES	\$43.56	
00046268	VALLEY CRAFT INDUSTRIE	\$1,865.79	
00046942	CPU VENTURE TECH NETWO	\$285.00	
00046776	BEARING BELTCHAIN00244	\$8.49	
00046359	SEARS ROEBUCK 2341	\$361.87	
00046601	BRAKE SUPPLY COMPANY I	\$500.00	
00046892	HOSE & RUBBER SUPPLY I	\$11.58	
		\$18,995.71	Subtotal for Dept. Balefill
00046899	BLOEDORN LUMBER CASPER	\$7.99	
00046895	CASPER WINNELSON CO	\$23.72	
00047129	MENARDS CASPER WY	\$33.95	
00046800	0970 CED	\$28.50	
00046927	BLOEDORN LUMBER CASPER	\$8.99	
00046957	CASPER WINNELSON CO	\$27.99	

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00047095 DENNIS SUPPLY COMPANY	\$96.17	
00047070 DENNIS SUPPLY COMPANY	\$42.71	
00047059 CASPER CONTRACTORS SUP	\$115.00	
00046948 BLOEDORN LUMBER CASPER	\$38.98	
00046911 BLOEDORN LUMBER CASPER	\$71.96	
00046920 BLOEDORN LUMBER CASPER	\$8.54	
00047198 APPLIED IND TECH 2733	\$80.89	
00047132 0970 CED	\$37.28	
00046834 BLOEDORN LUMBER CASPER	\$24.31	
00046741 MENARDS CASPER WY	\$24.99	
00046779 NORCO INC	\$41.68	
00046710 RMI WYOMING INC	\$84.00	
00047008 CASPER WINNELSON CO	\$199.00	
00046708 RMI WYOMING INC	\$218.04	
00046706 BLOEDORN LUMBER CASPER	\$9.58	
00047206 CASPER WINNELSON CO	\$45.84	
00047142 FLEMING SUPPLY	\$51.74	
00046912 CASPER WINNELSON CO	\$10.74	
00046676 NORCO INC	\$172.75	
00046627 MENARDS CASPER WY	\$91.94	
00046634 SAMSLUB #6425	\$57.85	
00046648 SAMSLUB #6425	\$126.29	
00046655 DENNIS SUPPLY COMPANY	\$47.16	
00046681 HOSE & RUBBER SUPPLY	\$11.92	
00046675 NORCO INC	\$881.50	
00047006 BLOEDORN LUMBER CASPER	\$9.96	
00047032 DENNIS SUPPLY COMPANY	\$105.40	
00047021 CRESCENT ELECTRIC 103	\$182.62	
00047010 BLOEDORN LUMBER CASPER	\$57.98	
00046749 CASPER WINNELSON CO	\$83.26	
00047002 BLOEDORN LUMBER CASPER	\$5.99	
00046723 BLOEDORN LUMBER CASPER	\$18.48	
00046722 BLOEDORN LUMBER CASPER	\$7.96	
00047020 HOSE & RUBBER SUPPLY I	\$25.08	
00046292 ALBERTSONS STO00000620	\$25.00	
00046631 NORCO INC	\$137.36	
	\$3,381.09	Subtotal for Dept. Buildings & Structures
00046532 FEDEXOFFICE 00009423	\$48.56	
00046583 TVEYES INC.	\$1,500.00	
00046798 SQ ROBERT HUSSA PIANO	\$52.50	
00046825 WM SUPERCENTER #1617	\$7.97	
00046526 SQ DOUBLE D WELDIN	\$414.00	
00046568 KMART 4736	\$161.95	
00046349 WW GRAINGER	\$348.63	
00046669 CASPER STAR TRIBUNE	\$1,550.00	
00046416 ALSCO INC.	\$1,090.25	
00046629 BRECK MEDIA GROUP WY	\$198.90	
00046431 ALBERTSONS STO00000620	\$97.41	

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00046926 DLX FOR BUSINESS	\$48.65	
00046976 IN PEDENS INC.	\$120.00	
00046941 LONG BLDG. TECHNOLOGIE	\$4,246.00	
00046863 CASPER STAR TRIBUNE	\$200.00	
00046924 NORCO INC	\$237.16	
00047124 NORCO INC	\$152.84	
00046918 BRECK MEDIA GROUP WY	\$624.75	
00046876 SAMS CLUB #6425	\$45.16	
00047094 THOMPSON LIGHTNING	\$98.86	
00046886 CHARTER COMM	\$283.35	
	\$11,526.94	Subtotal for Dept. Casper Events Center
00046716 CPS DISTRIBUTORS INC C	\$580.00	
00046759 CASPER MONUMENT CO	\$850.00	
	\$1,430.00	Subtotal for Dept. Cemetery
00046940 THOMSON WEST TCD	\$1,174.47	
00046972 THOMSON WEST TCD	\$94.50	
	\$1,268.97	Subtotal for Dept. City Attorney
00046536 IN ALLURETECH/COFFEYN	\$42.00	
	\$42.00	Subtotal for Dept. City Hall
00046934 AICPA AICPA	\$255.00	
00046781 MCDONALD'S F5701	\$16.02	
00046788 SHELL OIL 57444302301	\$20.51	
	\$291.53	Subtotal for Dept. City Manager
00046705 VZWRLSS MY VZ VB P	\$44.55	
00046738 ATLAS OFFICE PRODUCTS	\$55.78	
00046745 AMBI MAIL AND MARKETIN	\$334.00	
00047127 ATLAS OFFICE PRODUCTS	\$42.14	
	\$476.47	Subtotal for Dept. Code Enforcement
00047163 HILLTOP NATL BANK	\$120.00	
00046576 SAMS CLUB #6425	\$31.24	
00046686 CHARTER COMM	\$76.93	
00047115 PEAK RESOURCES, INC	\$3,155.00	
00046602 VZWRLSS IVR VB	\$89.78	
00047117 AT&T 0512212799001	\$69.11	
	\$3,542.06	Subtotal for Dept. Communications Center
00046788 SHELL OIL 57444302301	\$20.51	
00046908 OFFICEMAX/OFFICEDEPOT6	\$15.99	
00046916 WM SUPERCENTER #1617	\$6.69	
00046735 CASPER STAR TRIBUNE	\$1,383.00	
00046781 MCDONALD'S F5701	\$16.02	
00046795 SQ THE FLOUR BIN L	\$21.45	
	\$1,463.66	Subtotal for Dept. Council
00046580 ALBERTSONS STO00000604	\$92.95	
	\$92.95	Subtotal for Dept. Engineering
00046581 FACTORYOUTLETSTORE.COM	\$244.00	
00046705 VZWRLSS MY VZ VB P	\$22.28	
00046662 ATLAS OFFICE PRODUCTS	\$13.60	

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00047180 HP SERVICES	\$96.46	
00046434 ATLANTIC INFORMATION S	\$249.00	
	\$625.34	Subtotal for Dept. Finance
00046671 BEARING BELTCHAIN00244	\$36.73	
00046852 TRACTOR SUPPLY CO #199	\$7.45	
00046711 MY EDUCATIONAL RESOURC	\$30.00	
00046714 HARBOR FREIGHT TOOLS 3	\$10.99	
00046763 WAL-MART #1617	\$55.15	
00046772 ROTO ROOTER	\$154.00	
00046782 BARGREEN WYOMING 25	\$380.10	
00046789 SAMSLUB #6425	\$960.85	
00046810 THE SUPPLY CACHE ECOM	\$593.55	
00046820 OVERHEAD DOOR CO OF CA	\$40.00	
00046824 NORCO INC	\$1,160.42	
00046833 THE HOME DEPOT #6001	\$1.06	
00046840 THE HOME DEPOT #6001	\$4.01	
00046870 BEST BUY 00015271	\$52.49	
00046873 RHINO LINING OF CASPER	\$21.00	
00046898 ATLAS OFFICE PRODUCTS	\$26.22	
00046837 EXTREME TRUCK INC	\$194.00	
	\$3,728.02	Subtotal for Dept. Fire
00046393 DULTMEIER SALES LLC	\$6.36	
00046650 STOTZ EQUIPMENT	\$108.76	
00046793 HONNEN EQUIPMENT 04	\$42.46	
00046769 HONNEN EQUIPMENT 04	\$73.74	
00046766 GREINER MOTOR COMPANY	\$31.69	
00046685 MIDLAND IMPLEMENT CO	\$149.24	
00046647 MIDLAND IMPLEMENT CO-COUPLER/H	\$418.66	
00046647 MIDLAND IMPLEMENT CO - 107-783	\$87.22	
00046737 STOTZ EQUIPMENT	\$71.68	
00046176 TRUCKER AC COM - COOLING FAN	\$186.47	
00046369 THE HOME DEPOT 6001 - WOOD	\$55.47	
00046894 GREINER MOTOR COMPANY	\$222.68	
00046385 DULTMEIER SALES LLC	\$5.86	
00046900 WHITES MOUNTAIN	\$311.02	
00046400 SIX ROBBLESS-BALL MNT & RECEIV	\$88.94	
00046400 SIX ROBBLEES NO 19 - BALL MNT	\$88.94	
00046410 PRECISION KNIFE & TOOL - SHARP	\$214.69	
00046736 HONNEN EQUIPMENT 04 - A/C COND	\$994.08	
00046695 STOTZ EQUIPMENT - Credit	(\$108.76)	
00046705 VZWRLLS MY VZ VB P	\$22.28	
00046664 BRAKE SUPPLY COMPANY I	\$39.50	
00046732 STOTZ EQUIPMENT - REPLACE CLUT	\$4,710.02	
00046657 CMI-TECO	\$19.40	
00047005 DECKER AUTO GLASS	\$62.60	
00046369 THE HOME DEPOT-WOOD	\$55.47	
00046959 NAPA-7234 BATTERIES	\$485.07	
00046971 JACKS TRUCK AND EQUIPMT	\$217.38	

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00046970	GREINER MOTOR COMPANY	\$318.91
00046969	ALPINE MOTOR SPORTS - MIRROR K	\$52.95
00046968	SIX ROBBLEES NO 19	\$130.74
00046698	CASPER TIRE 0000705 - TIRE REP	\$14.29
00046962	DRIVE TRAIN CASPER - DIFF-RD20	\$2,217.83
00046700	GOODYEAR COMMERCIAL TI	\$1,193.60
00046701	NORCO INC - REPAIR TANK & FILL	\$66.52
00046960	CENTRAL TRUCK AND DIES	\$217.32
00046959	NAPA-BATTERIES	\$646.76
00046887	JACKS TRUCK AND EQUIPMT	\$2.91
00046959	NAPA-HORN	\$14.84
00046649	CMI-TECO - AIR FITTINGS	\$54.84
00046959	BEARING BELTCHAIN00244	\$822.22
00046959	NAPA-BATTERY TERMINAL	\$9.16
00046950	ALPINE MOTOR SPORTS	\$449.95
00046938	GREINER MOTOR COMPANY	\$708.56
00046446	NAPA-SWAY BAR LINK	\$29.99
00046930	EATON SALES & SERVICE	\$179.14
00046922	JACKS TRUCK AND EQUIPMT	\$67.70
00046704	CMI-TECO - TRAILER JACK	\$103.89
00046921	SAFETY KLEEN SYSTEMS B	\$810.34
00046909	CMI-TECO	\$60.18
00046959	NAPA-7565 BATTERY	\$106.51
00046461	OSHKOSH CORP MCNEILUS	\$807.40
00046731	STOTZ EQUIPMENT - CLUTCH,KIT &	\$581.69
00046715	STOTZ EQUIPMENT	\$112.22
00046522	POWER EQUIPMENT CO CAS	\$689.86
00046517	CASPER TIRE 0000705 - 26X12.00	\$125.00
00046514	MIDLAND IMPLEMENT CO - BELT 99	\$53.08
00046510	CASPER TIRE 0000705	\$150.00
00046508	STOTZ EQUIPMENT	\$194.26
00046501	STOTZ EQUIPMENT	\$25.92
00046496	NORCO INC	\$56.45
00046485	MIDLAND IMPLEMENT CO	\$78.59
00046538	MIDLAND IMPLEMENT CO	\$161.94
00046472	SIX ROBBLEES NO 19	\$26.40
00046542	STOTZ EQUIPMENT	\$149.04
00046446	NAPA-THREAD SEAL	\$9.38
00046446	NAPA-CORE	(\$81.01)
00046446	NAPA	\$25.72
00046446	NAPA-CORE	(\$18.08)
00046446	NAPA-CORE	(\$162.02)
00046446	NAPA-EXPANSION VALVE 932173	\$20.73
00046446	NAPA-BATTERIES	\$970.14
00046446	NAPA-CORE	(\$54.04)
00046446	NAPA-GROMMETS	\$5.03
00046446	BEARING BELTCHAIN00244	\$1,494.63
00046477	STOTZ EQUIPMENT	\$50.42

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00046606	EQUIPMENT COMPANY OF T	\$113.78
00046639	BEARING BELTCHAIN00244	\$2,387.29
00046639	NAPA-AR6036 RELAY	\$154.60
00046630	HENSLEY BATTERY&ELECTR - 1231P	\$374.96
00046624	WYO MACH-SHOE,NUT,BOLT	\$111.83
00046624	WYO MACH	\$140.73
00046624	WYO MACH-SEAL O RING	\$5.20
00046624	WYO MACH-CORE CREDIT	(\$534.45)
00046624	WYO MACH-RINGS & SEALS	\$236.88
00046624	WYO MACH-CONNECTOR	\$12.86
00046624	WYOMING MACHINERY CO	\$373.21
00046535	DRIVE TRAIN CASPER	\$67.60
00046612	CMI-TECO	\$2,065.20
00046945	MIDLAND IMPLEMENT CO	\$193.10
00046598	WW GRAINGER	\$149.08
00046594	CENTRAL TRUCK AND DIES	\$94.56
00046590	DRIVE TRAIN CASPER	\$20.16
00046564	GOODYEAR COMMERCIAL TI	\$1,750.00
00046727	CASPER TIRE 0000705	\$14.29
00046559	CASPER TIRE 0000705	\$144.00
00046550	GOODYEAR COMMERCIAL TI	\$1,374.00
00046549	PRECISION KNIFE & TOOL	\$400.00
00046724	MIDLAND IMPLEMENT CO - Credit	(\$3.03)
00046545	DRIVE TRAIN CASPER	\$81.68
00046624	WYO MACH	(\$140.73)
00047093	RRC COLLISION CENTER	\$3,720.97
00046935	HARTZ E&F TOWING & REC	\$75.00
00046292	ALBERTSONS STO00000620	\$34.37
00047011	CAPITAL BUSINESS SYSTE	\$26.60
00047003	GREINER MOTOR COMPANY	\$223.43
00046761	C.G.R.S., INC.	\$1,320.00
00046670	EXPRESS EMPLOYMENT PRO	\$1,446.80
00047028	WHITES MOUNTAIN	\$116.87
00047152	GOODYEAR COMMERCIAL TI	\$956.61
00046807	HARTZ E&F TOWING & REC	\$75.00
00046823	STOTZ EQUIPMENT - Credit BUCKE	(\$71.68)
00046321	IN NUTECH SPECIALTIES	\$121.00
00047093	RRC COLLISION CENTER	\$186.05
00046758	GREINER MOTOR COMPANY - MTR MO	\$50.07
00047119	GREINER MOTOR COMPANY	\$3.04
00046846	STOTZ EQUIPMENT	\$108.76
00046932	STOTZ EQUIPMENT	\$67.44
00047051	HOSE & RUBBER SUPPLY I	\$51.89
00047134	GREINER MOTOR COMPANY	\$43.91
00047035	JACKS TRUCK AND EQUIPMT	\$23.26
00047042	IN NUTECH SPECIALTIES	\$392.70
00046786	STOTZ EQUIPMENT	\$141.90
00046666	WYOMING MACHINERY CO	\$2,145.87

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00046666	WYOMING MACHINERY CO	\$273.52
00047062	WYOMING MACHINERY CO	\$2,634.12
00047071	CENTRAL TRUCK AND DIES - Credi	(\$217.32)
00046828	GREINER MOTOR COMPANY - Credit	(\$24.09)
00046667	EXPRESS EMPLOYMENT PRO	\$1,446.80
00047033	WHITES MOUNTAIN - Credit	(\$228.88)
00047138	RRC COLLISION CENTER - Credit	(\$186.05)
00046821	STOTZ EQUIPMENT - BUCKET TEETH	\$56.32
00046827	DRIVE TRAIN CASPER	\$7.44
00047065	HOSE & RUBBER SUPPLY I	\$1.67
00047139	HONNEN EQUIPMENT 04 - Credit	(\$54.96)
00047147	ALPINE MOTOR SPORTS	\$124.25
00046780	STOTZ EQUIPMENT - Credit	(\$108.76)
00046691	WYOMING MACHINERY CO - Credit	(\$624.11)
00047153	HONNEN EQUIPMENT 04 - Credit	(\$73.74)
00047083	JACKS TRUCK AND EQUIPMT	\$241.69
00047081	JACKS TRUCK AND EQUIPMT	\$30.36
00047076	GREINER MOTOR COMPANY	\$75.22
00047181	STOTZ EQUIPMENT	\$2,299.87
00047074	HOSE & RUBBER SUPPLY I	\$6.80
00047170	STOTZ EQUIPMENT	\$51.88
00047066	WHITES MOUNTAIN	\$186.02
00046579	MIDLAND IMPLEMENT CO	\$78.59
00047214	IN NUTECH SPECIALTIES	\$165.30
00046797	CASPER TIRE 0000705	\$297.00
00047108	STOTZ EQUIPMENT - Credit	(\$348.49)
00047060	FLEETPRIDE 893	\$12.00
00047050	IN DAVEY COACH SALES - CIRCUI	\$1,297.60
00047050	DAVEY COACH-DOOR SWITCH	\$37.16
00046636	WYOMING MACHINERY CO - Credit	(\$142.59)
00047073	CMI-TECO	\$607.81
00046885	WW GRAINGER	\$32.11
00046856	NORTHWEST FUEL SYSTEMS	\$90.50
00046857	DRIVE TRAIN CASPER	\$55.00
00046405	ALSCO INC.	\$770.62
00046751	GREINER MOTOR COMPANY - BRAKES	\$469.02
00046682	LN CURTIS	\$1,047.81
00046868	MG OIL COMPANY GILLET	\$46.31
00047174	CENTRAL TRUCK AND DIES	\$27.75
00046371	NETWORK FLEET. INC.	\$18.95
00046982	EXPRESS EMPLOYMENT PRO	\$868.08
00046893	JACKS TRUCK AND EQUIP-SPRING P	\$24.13
00046893	JACKS TRUCK AND EQUIPMT	\$3.70
00046896	JACKS TRUCK AND EQUIPMT - SHACK	\$222.29
00046902	WW GRAINGER	\$146.96
00047160	OREILLY AUTO 00027466	\$8.98
00046904	AMERI-TECH EQUIPMENT C	\$2,610.60
00047166	HENSLEY BATTERY&ELECTR	\$84.57

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00046750 HONNEN EQUIPMENT 04	\$54.96	
00046600 CODALE ELECTRIC-PRICE	\$249.64	
	\$58,013.89	Subtotal for Dept. Fleet Maintenance
00047125 NOLAND FEED INC.	\$32.00	
00046994 WM SUPERCENTER #3778	\$38.11	
00047133 PAYPAL MOUNTAINPLA	\$45.00	
00046760 ATLAS OFFICE PRODUCTS	\$6.15	
00046785 COMTRONIX	\$1,055.15	
	\$1,176.41	Subtotal for Dept. Fort Caspar
00046621 THE GEOLOGICAL SOCIETY	\$101.00	
00047024 PAYPAL ANTLERWORKS	\$284.00	
00046718 SQ COWBOY GRAPHICS GO	\$93.76	
00046748 BARTO WILDLIFE COLLECT	\$502.00	
	\$980.76	Subtotal for Dept. General - Fort Caspar
00046528 THE HOME DEPOT 6001	\$169.00	
00046847 R & R REST STOPS	\$378.00	
00047064 PRESTIGE FLAG	\$300.12	
00047061 BARGREEN WYOMING 25	\$73.75	
00047058 R AND R PRODUCTS INC	\$166.38	
00047015 IN NUTECH SPECIALTIES	\$50.00	
00047031 GCSAA EIFG 8004727878	\$375.00	
00046492 PAYPAL PEAKSPRAIRI	\$139.05	
00046842 CHARTER COMM	\$134.96	
00046792 MIDLAND IMPLEMENT CO	\$181.89	
00046683 STAPLES 00114181	\$34.99	
00046616 CPS DISTRIBUTORS INC C	\$335.96	
	\$2,339.10	Subtotal for Dept. Golf Course
00046350 STAPLES 00114181	\$391.20	
	\$391.20	Subtotal for Dept. Health Insurance
00046849 BEN MEADOWS	\$470.78	
00047177 BEARING BELTCHAIN00244	\$17.83	
00046925 ORKIN LLC 002	\$101.96	
00046705 VZWRLSS MY VZ VB P	\$22.28	
00046990 THE HOME DEPOT #6001	\$39.97	
00046459 B&H PHOTO, 800-606-69	\$451.68	
00046882 AIRGAS CENTRAL	\$76.35	
00046790 STOTZ EQUIPMENT	\$73.77	
00046803 STAPLES 00114181	\$578.17	
	\$1,832.79	Subtotal for Dept. Hogadon
00046556 CASPER COLLEGE	\$80.00	
00046292 ALBERTSONS STO00000620	\$25.00	
00046470 IN POWDER RIVER SHRED	\$70.00	
00046992 IN POWDER RIVER SHRED	\$70.00	
00046518 ATLAS OFFICE PRODUCTS	\$61.44	
00046712 CPU VENTURE TECH NETWO	\$59.98	
00046313 C4CM	\$169.00	
00046799 ABSO	\$255.45	

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

	\$790.87	Subtotal for Dept.	Human Resources
00046725 SAMSCLUB #6425	\$9.32		
00046513 RICOH USA, INC	\$26.00		
00046488 SQ PAPA JOHNS	\$177.79		
	\$213.11	Subtotal for Dept.	Ice Arena
00047075 CPU VENTURE TECH NETWO	\$70.00		
00046943 VSN DOTGOVREGISTRATION	\$125.00		
	\$195.00	Subtotal for Dept.	Information Services
00046554 R & R REST STOPS	\$48.21		
	\$48.21	Subtotal for Dept.	Life Steps Campus
00046756 ANIMAL CARE EQUIPMENT	\$427.36		
00046707 WAL-MART #3778	\$18.97		
00046839 WESTSIDE ANIMAL HOSPIT	\$258.79		
00046512 GALLS	\$40.26		
00046730 WAL-MART #3778	\$19.92		
00046658 WESTSIDE ANIMAL HOSPIT	\$504.75		
00046806 NORCO INC	\$141.64		
00046566 GALLS	\$153.43		
00046815 ARK ANIMAL HOSPITAL	\$275.00		
00046661 IN EXPRESS PRINTING C	\$451.00		
00046838 WAL-MART #3778 - Credit	(\$19.92)		
	\$2,271.20	Subtotal for Dept.	Metro Animal
00046693 RICOH USA, INC	\$181.59		
00046693 RICOH USA, INC	\$19.08		
00046500 CALIPER CORPORATION	\$114.12		
00046500 CALIPER CORPORATION	\$1,085.88		
	\$1,400.67	Subtotal for Dept.	Metropolitan Planning
00046996 ATLAS OFFICE PRODUCTS	\$55.78		
	\$55.78	Subtotal for Dept.	Municipal Court
00047030 ROCKYMOUNTAINFIRESYSIN	\$772.49		
00047034 ROCKYMOUNTAINFIRESYSIN	\$147.39		
00047105 NORCO INC	\$104.18		
00047149 NORCO INC	\$187.38		
	\$1,211.44	Subtotal for Dept.	Parking
00046308 HOSE & RUBBER SUPPLY	\$46.31		
00046952 STOTZ EQUIPMENT	\$707.65		
00046770 NORCO INC	\$128.25		
00046420 CPS DISTRIBUTORS INC C	\$186.75		
00046358 CASPER FIRE EXTINGUISH	\$68.00		
00046343 BAILEYS ACE HDWE	\$7.48		
00046337 BLOEDORN LUMBER CASPER	\$281.88		
00046371 NETWORK FLEET. INC.	\$141.85		
00046641 BLOEDORN LUMBER CASPER	\$250.56		
00046603 BAILEYS ACE HDWE	\$8.49		
00046645 VZWRLSS IVR VB	\$40.03		
00046455 TOP OFFICE PRODUCTS IN	\$25.53		
00046614 NEW CENTURY NORTHWEST	\$1,883.02		

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00046694	BAILEYS ACE HDWE	\$4.99	
00046752	STOTZ EQUIPMENT	\$36.99	
00046635	CPS DISTRIBUTORS INC C	\$238.50	
00046705	VZWRLSS MY VZ VB P	\$145.63	
00046812	NORCO INC	\$33.28	
00046656	ALBERTSONS STO00000620	\$7.50	
00046604	BAILEYS ACE HDWE	\$10.30	
00046296	BAILEYS ACE HDWE	\$7.49	
		\$4,260.48	Subtotal for Dept. Parks
00046688	ATLAS REPRODUCTION	\$9.00	
00046654	4IMPRINT	\$673.06	
00046608	PARTY AMERICA CASPER #	\$55.72	
00046738	ATLAS OFFICE PRODUCTS	\$55.78	
00046672	CASPER STAR TRIBUNE	\$44.16	
00046341	TATTOOFUN TEMP TATS	\$210.00	
00046577	CASPER STAR TRIBUNE	\$315.24	
00046659	CASPER STAR TRIBUNE	\$41.72	
00046652	CASPER STAR TRIBUNE	\$172.76	
00046628	CASPER STAR TRIBUNE	\$137.76	
00046721	PARTY AMERICA CASPER #	\$2.98	
		\$1,718.18	Subtotal for Dept. Planning
00047175	MOUNTAIN STATES LITHOG	\$125.00	
00047025	DECKER AUTO GLASS	\$16.50	
00046593	HARBOR FREIGHT TOOLS 3	\$3.98	
00047023	IN POWDER RIVER SHRED	\$105.00	
00047022	LITTLE CAESARS 1989 00	\$16.98	
00046665	CASPER STAR TRIBUNE	\$53.24	
00047004	MCDONALD'S F35665	\$5.44	
00046587	CASPER ANIMAL MEDICAL	\$217.62	
00047171	IN LAW ENFORCEMENT SE	\$498.75	
00046673	MEGGITT TRAINING SYS I	\$6,044.70	
00047100	TASER TRAINING ACADEMY	\$435.00	
00047106	GALLS HQ	\$486.84	
00046602	VZWRLSS IVR VB	\$983.29	
00046293	SUBWAY 03109139	\$13.31	
00047151	HARTZ E&F TOWING & REC	\$270.00	
00046743	HARTZ E&F TOWING & REC	\$300.00	
00046689	GALLS HQ	\$256.94	
00046816	BEARING BELTCHAIN00244	\$36.47	
00046822	PAYPAL VISITCHEYEN	\$125.00	
00047155	NOLAND FEED INC.	\$75.20	
00046644	CASPER STAR TRIBUNE	\$987.14	
00046866	SIRCHIE FINGER PRINT L	\$567.96	
00046802	BEST BUY 00015271	\$299.95	
00046954	USPS 57155809430310940	\$34.00	
00046819	BEST BUY 00015271	\$29.97	
00046829	INSIGHT ASSESSMENT	\$252.00	
00046997	ATLAS OFFICE PRODUCTS	\$200.75	

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00046660	IN JOHNSON ROBERTS &	\$130.00	
00046633	FEDEX 90053623	\$20.54	
00046626	RICOH USA, INC	\$70.61	
00046871	R & R REST STOPS	\$138.92	
00046623	VZWRLSS IVR VB	\$4,540.50	
00046618	RESPOND FIRST AID OF W	\$109.36	
00046677	TLO TRANSUNION	\$113.25	
00047150	EXPERIAN EXP PAY CC	\$78.63	
00046951	LA COCINA	\$52.89	
00046901	PEAVEY CORP.	\$109.75	
00046891	SAFARILAND, LLC	\$182.50	
00046917	COCA COLA BOTTLING CO	\$119.70	
00046872	BURGER KING #6118 Q07	\$19.73	
00046973	CPU VENTURE TECH NETWO	\$122.00	
		\$18,249.41	Subtotal for Dept. Police
00047000	DECKER AUTO GLASS	\$427.60	
00046325	DECKER AUTO GLASS	\$427.60	
		\$855.20	Subtotal for Dept. Police Equipment
00047080	THE OLIVE GARD00018283	\$121.05	
00047137	QUALITY OFFICE SOLUTIO	\$489.59	
		\$610.64	Subtotal for Dept. Police Grants
00046674	FOREMANS SALES	\$6,476.00	
00046371	NETWORK FLEET. INC.	\$351.21	
00047016	URGENT CARE OF CASPER	\$532.00	
		\$7,359.21	Subtotal for Dept. Property & Liability Insurance
00046548	PAPA JOHN'S #01393	\$36.96	
00046563	HENSLEY BATTERY&ELECTR	\$30.54	
00046513	RICOH USA, INC	\$26.00	
00046513	RICOH USA, INC	\$26.02	
00046729	PAPA JOHN'S #01393	\$23.97	
00046725	SAMSCLUB #6425	\$9.32	
00046725	SAMSCLUB #6425	\$23.98	
00046953	ATLAS OFFICE PRODUCTS	\$47.39	
00046953	ATLAS	\$47.39	
00046998	DOLLAR TREE	\$33.00	
		\$304.57	Subtotal for Dept. Recreation
00046939	HOSE & RUBBER SUPPLY I	\$8.02	
00046371	NETWORK FLEET. INC.	\$474.38	
00046746	SHERWIN-WILLIAMS 70896	\$29.99	
00046605	IN GREAT PLAINS CLEAN	\$55.16	
00046651	SHERWIN-WILLIAMS 70896	\$190.70	
00046965	INDUSTRIAL SCREEN & MA	\$418.00	
00046679	BEARING BELTCHAIN00244	\$615.20	
00046778	WYOMING STEEL AND RECY	\$15.00	
00046484	IN GREAT PLAINS CLEAN	\$697.34	
00046584	WESTERN SLING CO	\$207.38	
00046481	CASPER WINLECTRIC CO	\$24.65	

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00046753	WYOMING STEEL AND RECY	\$6,430.50	
00046942	CPU VENTURE TECH NETWO	\$250.00	
		\$9,416.32	Subtotal for Dept. Refuse Collection
00046389	OFFICEMAX/OFFICEDEPOT6	\$48.55	
00046334	WWW.ISTOCK.COM - Credit	(\$0.60)	
00046333	WWW.ISTOCK.COM - Credit	(\$0.60)	
00046754	LAMAR MEDIA 3	\$2,100.00	
00046845	IN PROPET DISTRIBUTOR	\$198.90	
00046417	SAMS CLUB #6425	\$39.94	
00046747	BRECK MEDIA GROUP WY	\$500.00	
00046392	WM SUPERCENTER #1617	\$24.94	
00046348	WWW.ISTOCK.COM - Credit	(\$0.60)	
00046339	WYOMING STEEL AND RECY	\$16.83	
00046158	WW GRAINGER	\$76.54	
00046371	NETWORK FLEET. INC.	\$37.90	
00046705	VZWRLSS MY VZ VB P	\$22.28	
00046408	ALSCO INC.	\$191.92	
00046521	CASPER FIRE EXTINGUISH	\$44.75	
00046479	WATERWORKS INDUSTRIES	\$30.59	
		\$3,331.34	Subtotal for Dept. Sewer
00047067	FEDEX 783623352330	\$23.86	
00046573	GEAR UP AND GET OUT TH	\$56.50	
00046949	HONNEN EQUIPMENT 04	\$2,100.00	
00046981	FEDEX 783612264171	\$14.18	
00046832	WEAR PARTS INC	\$5.60	
00047113	ENTERPRISE RENT-A-CAR	\$368.11	
00046720	SHERWIN-WILLIAMS 70896	\$107.82	
00047118	ENTERPRISE RENT-A-CAR - Credit	(\$368.11)	
00046455	TOP OFFICE RPRODUCTS IN	\$25.53	
00046448	WAGNER'S OUTDOOR OUTFI	\$119.70	
00046432	BAILEYS ACE HDWE	\$14.99	
00046818	MURDOCH'S RANCH & HOME	\$119.99	
00046888	CPU VENTURE TECH NETWO	\$69.99	
00046765	CASPER CONTRACTORS SUP	\$506.40	
00046705	VZWRLSS MY VZ VB P	\$44.55	
00046371	NETWORK FLEET. INC.	\$568.50	
00046597	ALSCO INC.	\$791.29	
00046611	SQ ATLANTIC ELECTRIC,	\$540.00	
00046591	SQ ATLANTIC ELECTRIC,	\$657.31	
00047141	BAILEYS ACE HDWE	\$23.97	
00047077	SHERWIN WILLIAMS 70343	\$61.74	
00046530	THE HOME DEPOT 6001	\$10.52	
00047172	BLOEDORN LUMBER CASPER	\$15.76	
		\$5,878.20	Subtotal for Dept. Streets
00046678	TFS FISHER SCI PTO	\$24.92	
00046740	KNIFE RIVER 5701	\$163.67	
00046933	HOSE & RUBBER SUPPLY I	\$39.89	
00046697	NCL OF WISCONSIN INC	\$150.30	

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00046775	STONER LAWN SERVICE	\$346.50	
00046984	CASPER WINNELSON CO	\$24.89	
00046705	VZWRLSS MY VZ VB P	\$44.55	
00046406	ALSCO INC.	\$506.20	
00046546	PUBLIC WORKS CAREERS	\$170.00	
00046531	BOXWOOD TECHNOLOGY	\$250.00	
00046524	BAILEYS ACE HDWE	\$5.59	
00046505	RESPOND FIRST AID OF W	\$234.31	
00046539	STOTZ EQUIPMENT	\$271.29	
00046504	HOSE & RUBBER SUPPLY	\$155.66	
00046493	WEAR PARTS INC	\$13.86	
00046374	BEARING BELTCHAIN00244	\$5.05	
00046309	SAMS CLUB #6425	\$127.30	
00046355	A&H ABRASIVES	\$55.03	
00046642	WEAR PARTS INC	\$10.05	
00046589	HACH COMPANY	\$612.02	
00046370	BEARING BELTCHAIN00244	\$6.65	
00046354	LATECH EQUIPMENT INC	\$3,096.94	
00046558	BEARING BELTCHAIN00244	\$9.45	
00046540	TFS FISHER SCI PTO	\$469.90	
00046533	HOSE & RUBBER SUPPLY	\$5.90	
		\$6,799.92	Subtotal for Dept. Waste Water
00046427	HOWARD SUPPLY COMPANY	\$20.61	
00046859	ENERGY LABORATORIES, I	\$340.00	
00046787	ENERGY LABORATORIES, I	\$25.00	
00046826	ENERGY LABORATORIES, I	\$340.00	
00046371	NETWORK FLEET. INC.	\$162.97	
00047054	USPS 57155809430310940	\$24.91	
00046796	ENERGY LABORATORIES, I	\$25.00	
00046713	DANA KEPNER CO.	\$72.00	
00046705	VZWRLSS MY VZ VB P	\$70.82	
00046582	SUTHERLANDS 2219	\$7.58	
00046447	WATERWORKS INDUSTRIES	\$262.79	
00047048	UNION WIRELESS	\$130.13	
00046425	ALSCO INC.	\$452.00	
00046617	HOWARD SUPPLY COMPANY	\$90.20	
00046442	INBERG-MILLER ENGINEER	\$910.00	
00046467	USPS 57155809430310940	\$1.36	
00046506	BEARING BELTCHAIN00244	\$34.47	
00046640	TOP OFFICE PRODUCTS IN	\$93.07	
00046692	TRACTOR SUPPLY CO #199	\$5.98	
00046454	ATLAS OFFICE PRODUCTS	\$10.03	
00046476	PACIFIC HIDE AND FUR #	\$39.70	
00046719	UNITED STATES WELDING	\$19.23	
00046910	MOBILE CONCRETE, INC	\$324.00	
00046478	WAL-MART #3778	\$2.38	
00046480	CASPER CONTRACTORS SUP	\$121.72	
00046426	MOUNTAIN STATES LITHOG	\$239.75	

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

P-CARD VENDORS

00046543 SUTHERLANDS 2219	\$6.99	
00046527 DOMINO'S 6041	\$37.77	
00046525 WATERWORKS INDUSTRIES	\$474.82	
	\$4,345.28	Subtotal for Dept. Water
00046429 UNITED STATES WELDING	\$2,552.75	
00046433 ENERGY LABORATORIES	\$225.00	
00046444 ENERGY LABORATORIES	\$75.00	
00046428 HAWKINS INC	\$1,162.82	
00046609 WW GRAINGER	\$334.40	
00046449 ENERGY LABORATORIES	\$150.00	
00046599 USPS 57155809430310940	\$7.57	
00046452 ENERGY LABORATORIES	\$150.00	
00046458 ENERGY LABORATORIES	\$150.00	
00046430 XEROX CORPORATION/RBO	\$220.21	
00046465 ENERGY LABORATORIES	\$225.00	
00046726 ENERGY LABORATORIES	\$75.00	
00046574 ATLAS OFFICE PRODUCTS	\$50.12	
00046762 USPS 57155809430310940	\$14.13	
00046473 ENERGY LABORATORIES	\$75.00	
00046486 COASTAL CHEMICAL CO LL	\$87.23	
00046811 CRUM ELECTRIC SUPPLY C	\$88.70	
00046831 NORCO INC	\$456.79	
00046739 HENSLEY BATTERY&ELECTR	\$439.80	
00046690 UPS 000008F045W286	\$110.66	
00046874 BEARING BELTCHAIN00244	\$24.98	
00046717 ENERGY LABORATORIES	\$75.00	
00046744 ENERGY LABORATORIES	\$225.00	
00046705 VZWRLSS MY VZ VB P	\$22.28	
00047018 WYOMING.COM	\$20.00	
00046742 ENERGY LABORATORIES	\$20.00	
00046046 ENERGY LABORATORIES	\$75.00	
00046687 CPU VENTURE TECH NETWO	\$239.00	
00046422 ALSCO INC.	\$180.00	
00046302 GOBLE SAMPSON ASSOCIAT	\$885.42	
00046424 HAWKINS INC	\$1,128.01	
00046632 CPU VENTURE TECH NETWO	\$85.00	
	\$9,629.87	Subtotal for Dept. Water Treatment Plant
00047088 STOTZ EQUIPMENT	\$361.86	
00046734 STOTZ EQUIPMENT	\$33.99	
00046733 AMERI-TECH EQUIPMENT C	\$484.00	
	\$879.85	Subtotal for Dept. Weed And Pest
	\$193,575.93	Subtotal for Vendor

PETER CHOI

RIN0026875 EASEMENTS	\$335.00	
RIN0026875 EASEMENTS	\$165.00	
	\$500.00	Subtotal for Dept. Water

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

PETER CHOI

\$500.00 Subtotal for Vendor

PLUID, DAN/ANGELA

0026895001 UTILITY REFUND

\$54.57

\$54.57 Subtotal for Dept. Water

\$54.57 Subtotal for Vendor

PORTER, MUIRHEAD, CORNIA & HOWARD

215561 INTERNAL CONTROLS SINGLE AUDIT

\$40,000.00

\$40,000.00 Subtotal for Dept. Finance

\$40,000.00 Subtotal for Vendor

POSTAL PROS, INC.

36325 WEB POSTING

\$3,640.49

2738 UTILITY BILLING

\$2,873.08

\$6,513.57 Subtotal for Dept. Finance

\$6,513.57 Subtotal for Vendor

POVERTY RESISTANCE FOOD PANTRY

201603 FUNDING

\$773.81

101100 FUNDING

\$987.85

31140 FUNDING

\$919.53

\$2,681.19 Subtotal for Dept. One Cent #15

\$2,681.19 Subtotal for Vendor

PRINTWORKS

11040 PRINTING

\$86.27

\$86.27 Subtotal for Dept. Code Enforcement

\$86.27 Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/142000 USER FEES

\$1,954.30

\$1,954.30 Subtotal for Dept. Metro Animal

1276/142001 USER FEES

\$542.86

\$542.86 Subtotal for Dept. Water

\$2,497.16 Subtotal for Vendor

REBECCA HEIN

RIN0026834 REFUNDABLE DEPOSIT

\$75.00

\$75.00 Subtotal for Dept. Recreation

\$75.00 Subtotal for Vendor

RENEWABLE EARTH MATERIALS

12 WOOD FIBER

\$3,010.00

14 WOOD FIBER

\$3,010.00

13 WOOD FIBER

\$3,010.00

\$9,030.00 Subtotal for Dept. Parks

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

RENEWABLE EARTH MATERIALS

\$9,030.00 Subtotal for Vendor

ROBERT PETERSON

RIN0026815 BOOT REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Waste Water

\$75.00 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016807221602 ELECTRICITY

\$173.81

\$173.81 Subtotal for Dept. Buildings & Structures

RIN0026848 ELECTRICITY

\$9,749.89

RIN0026848 ELECTRICITY

\$57,528.59

\$67,278.48 Subtotal for Dept. Water Treatment Plant

\$67,452.29 Subtotal for Vendor

SAM PARSON'S UPHOLSTERY

673782 REPAIR SEAT CUSHION

\$87.00

\$87.00 Subtotal for Dept. Fleet Maintenance

\$87.00 Subtotal for Vendor

SARAH TSCHETTER

1016 POLYGRAPH

\$300.00

\$300.00 Subtotal for Dept. Police

\$300.00 Subtotal for Vendor

SHOSHONE DISTRIBUTING CO., INC.

4212 INVENTORY

\$1,527.50

\$1,527.50 Subtotal for Dept. General - Fort Caspar

\$1,527.50 Subtotal for Vendor

SKYLINE RANCHES

RIN0026843 201 SEWER

(\$77.44)

RIN0026843 201 SEWER

\$774.43

\$696.99 Subtotal for Dept. Sewer

RIN0026843 201 SEWER

(\$327.97)

(\$327.97) Subtotal for Dept. Waste Water

\$369.02 Subtotal for Vendor

SMALL, SHASTA

0026945861 UTILITY REFUND

\$16.62

\$16.62 Subtotal for Dept. Water

\$16.62 Subtotal for Vendor

SNOW, MAKENZIE

0026894997 UTILITY REFUND

\$85.86

0026894997 UTILITY REFUND

\$75.00

\$160.86 Subtotal for Dept. Water

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

SNOW, MAKENZIE

\$160.86 Subtotal for Vendor

SOURCE GAS DIST. LLC

207408050379	NATURAL GAS	\$6,914.97	
201181531470	NATURAL GAS	\$2,462.03	
		\$9,377.00	Subtotal for Dept. Aquatics
207408050383	NATURAL GAS	\$275.91	
		\$275.91	Subtotal for Dept. Balefill
201448403591	NATURAL GAS	\$15.00	
		\$15.00	Subtotal for Dept. Buildings & Structures
201181533304	NATURAL GAS	\$366.81	
		\$366.81	Subtotal for Dept. Casper Events Center
207408050334	NATURAL GAS	\$33.53	
		\$33.53	Subtotal for Dept. Cemetery
201270486018	NATURAL GAS	\$25.61	
207408050339	NATURAL GAS	\$354.30	
201537390435	NATURAL GAS	\$15.00	
201715309716	NATURAL GAS	\$70.00	
		\$464.91	Subtotal for Dept. City Hall
207408050387	NATURAL GAS	\$256.69	
201270486245	NATURAL GAS	\$30.66	
		\$287.35	Subtotal for Dept. Fire
201270487118	NATURAL GAS	\$235.76	
		\$235.76	Subtotal for Dept. Fleet Maintenance
201092609504	NATURAL GAS	\$89.72	
		\$89.72	Subtotal for Dept. Fort Caspar
201359423630	NATURAL GAS	\$31.65	
		\$31.65	Subtotal for Dept. Golf Course
201181531471	NATURAL GAS	\$285.58	
		\$285.58	Subtotal for Dept. Ice Arena
201092611043	NATURAL GAS	\$91.64	
		\$91.64	Subtotal for Dept. Metro Animal
401000180717	NATURAL GAS	\$5,414.65	
		\$5,414.65	Subtotal for Dept. Parks
201270484299	NATURAL GAS	\$408.91	
		\$408.91	Subtotal for Dept. Recreation
201537392348	NATURAL GAS	\$19.50	
		\$19.50	Subtotal for Dept. Sewer
207408050382	NATURAL GAS	\$837.54	
		\$837.54	Subtotal for Dept. Waste Water
207408050381	NATURAL GAS	\$75.00	
		\$75.00	Subtotal for Dept. Water
		\$18,310.46	Subtotal for Vendor

STAR LINE FEEDS

239977 PET FOOD \$334.50

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

STAR LINE FEEDS

\$334.50 Subtotal for Dept. Metro Animal
\$334.50 Subtotal for Vendor

STEALTH PARTNER GROUP

RIN0026865 STOP LOSS INSURANCE

\$58,445.56
\$58,445.56 Subtotal for Dept. Health Insurance
\$58,445.56 Subtotal for Vendor

SUMMIT ELECTRIC LLC.

6933 LIGHT POLE

\$4,423.65
\$4,423.65 Subtotal for Dept. Buildings & Structures
\$4,423.65 Subtotal for Vendor

THE PEAK INDOOR CLIMBING GYM

7202016 RUNNING SHOES

\$5,625.00
\$5,625.00 Subtotal for Dept. Fire
\$5,625.00 Subtotal for Vendor

TIA HANSULD

RIN0026872 EASEMENT

RIN0026872 EASEMENT

\$2,077.18
\$1,023.09
\$3,100.27 Subtotal for Dept. Water
\$3,100.27 Subtotal for Vendor

TIMOTHY SHEEHAN

RIN0026794 CLOTHING REIMBURSEMENT

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

TOP OFFICE PRODUCTS

155804 COPIER

\$47.10
\$47.10 Subtotal for Dept. Municipal Court
\$47.10 Subtotal for Vendor

TRETO CONST.

RIN0026880 2015 WATERLINE REPLACEMENTS

\$147,115.30
\$147,115.30 Subtotal for Dept. Water
\$147,115.30 Subtotal for Vendor

ULTRAMAX AMMUNITION

159640 AMMUNITION

\$5,375.00
\$5,375.00 Subtotal for Dept. Police
\$5,375.00 Subtotal for Vendor

UNIVERSITY OF WY.- WY TECH TRANSFER CTR

809-2 TRANSPORTATION/SAFETY TRAINING

\$720.00
\$720.00 Subtotal for Dept. Streets

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

UNIVERSITY OF WY.- WY TECH TRANSFER CTR

\$720.00 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

56823 VACCINES

\$58.00

\$58.00 Subtotal for Dept. Fire

57659 MEDICAL TESTING

\$360.00

57715 MEDICAL TESTING

\$360.00

\$720.00 Subtotal for Dept. Police

\$778.00 Subtotal for Vendor

VENTURE TECHNOLOGIES/ISC, INC.

SST000380 COLLECTIONS MEMORY PURCHASE

\$2,354.27

\$2,354.27 Subtotal for Dept. Engineering

SST000380 COLLECTIONS MEMORY PURCHASE

\$5,236.83

\$5,236.83 Subtotal for Dept. Sewer

\$7,591.10 Subtotal for Vendor

WASTE WATER TREATMENT

1337/142008 SUMP CLEANING

\$600.00

\$600.00 Subtotal for Dept. Balefill

1276/142234 201 SEWER

\$300,960.24

\$300,960.24 Subtotal for Dept. Sewer

\$301,560.24 Subtotal for Vendor

WATER TECHNOLOGY GROUP

5370487 IZAAK WALTON LIFT SAFETY HATCH

\$1,973.00

5370488 NORTH PLATTE LIFT SAFETY HATCH

\$2,054.25

5370489 SUNFLOWER LIFT SAFETY HATCH

\$1,903.00

5370490 1ST POPLAR LIFT SAFETY HATCH

\$2,093.00

\$8,023.25 Subtotal for Dept. Sewer

\$8,023.25 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

160360001 ROBERTSON RD TRAIL EXTENSION

\$2,038.15

160360001 ROBERTSON RD TRAIL EXTENSION

\$8,152.60

\$10,190.75 Subtotal for Dept. Parks

160080004 15TH & ELM IMPROVEMENTS

\$574.00

160580004 K STREET IMPROVEMENTS

\$16,689.90

\$17,263.90 Subtotal for Dept. Streets

\$27,454.65 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0026842 201 SEWER

\$3,469.00

RIN0026842 201 SEWER

(\$346.90)

\$3,122.10 Subtotal for Dept. Sewer

RIN0026842 201 SEWER

(\$986.43)

(\$986.43) Subtotal for Dept. Waste Water

Bills and Claims

City of Casper

20-Jul-16 to 02-Aug-16

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

\$2,135.67 Subtotal for Vendor

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

72194 LEGAL COUNSEL

\$520.00

\$520.00 Subtotal for Dept. Balefill

72143 LEGAL COUNSEL

\$175.00

\$175.00 Subtotal for Dept. Waste Water

\$695.00 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2016-10782 WASHINGTON PARK BLEACHERS

\$3,500.00

\$3,500.00 Subtotal for Dept. Parks

2016-10760 COUNTRY CLUB ROAD IMPROVEMENTS

\$8,048.60

\$8,048.60 Subtotal for Dept. Streets

2016-10760 COUNTRY CLUB ROAD IMPROVEMENTS

\$13,013.95

2016-10760 INVOICE ADJUSTMENT

\$0.07

\$13,014.02 Subtotal for Dept. Water

\$24,562.62 Subtotal for Vendor

WY. ASSOC. OF MUNICIPALITIES

15039 MEMBERSHIP DUES

\$44,425.35

\$44,425.35 Subtotal for Dept. Council

\$44,425.35 Subtotal for Vendor

WY. LAW ENFORCEMENT ACADEMY

A-0217 AMMUNITION

\$3,252.00

\$3,252.00 Subtotal for Dept. Police

\$3,252.00 Subtotal for Vendor

WYATT ELECTRIC INC.

3664 REPAIRS

\$1,574.73

3646 REPAIRS

\$70.00

\$1,644.73 Subtotal for Dept. Parks

\$1,644.73 Subtotal for Vendor

Grand Total

\$2,894,449.07

Approved By:

On:

Payroll Disbursements

7/25/16	FIRE PAYROLL	\$	162,124.44
7/25/16	BENEFITS & DEDUCTIONS	\$	27,793.63
7/28/16	CITY PAYROLL	\$	1,200,735.74
7/28/16	BENEFITS & DEDUCTIONS	\$	139,223.17

Total Payroll \$ 1,529,876.98

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

July 21, 2016

MEMO TO: His Honor Mayor Sandoval and The City Council

FROM: V.H. McDonald, City Manager 

SUBJECT: Cancellation of August 2, 2016 Public Hearing for the Proposed Sale of Real Property to the State of Wyoming

Recommendation:

That the City Council cancels the August 2, 2016 Public Hearing for the proposed sale of approximately 6 acres of land to the State of Wyoming. The property is generally located between Midwest Avenue and West Collins Drive, west of Ash Street and East of Walnut Street.

Summary:

In developing the documents necessary for the purchase of the referenced property for the scheduled Public Hearing, the Wyoming Attorney General, working with the City Attorney, has identified issues concerning the property that were not able to be resolved in time to produce the needed documents for the Public Hearing.

At such time that the issues may be resolved, a public hearing will be set, in compliance with W.S. 15-1-122, to consider the proposed sale of this land to the State.

ORDINANCE NO. 8-16

AN ORDINANCE APPROVING A COUNCIL-INITIATED ZONE CHANGE OF MULTIPLE PROPERTIES LOCATED IN THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR.

WHEREAS, in accordance with Section 17.12.160 of the Casper Municipal Code, the City Council can initiate zone changes; and,

WHEREAS, the Old Yellowstone District and South Poplar Street Corridor form-based code (“OYDSPC”) was adopted by the City as a new zoning classification in June of 2008 and was based on the adopted West Central and South Poplar Street Corridor Plan which was adopted by Council in September of 2007; and,

WHEREAS, concurrent with the adoption of the OYDSPC as a new zoning district, the City rezoned approximately one hundred thirty (130) acres, more or less, to OYDSPC, including approximately thirty (30) acres consisting of the area generally east and west of South Poplar Street, between West Collins Drive and CY Avenue, commonly referred to as the South Poplar Street Corridor (“SPSC”); and,

WHEREAS, on June 20, 2016 the Old Yellowstone District Advisory Committee met, and unanimously supported a recommendation that the City Council initiate a zone change of the portion of the SCSC located generally along South Cedar Street, from West Collins Drive to CY Avenue, and remove it from the OYDSPC; and,

WHEREAS, the rezoning of the properties located generally along South Cedar Street, from West Collins Drive to CY Avenue would not adversely affect the adopted West Central and South Poplar Street Corridor Plan, and will encourage the redevelopment of the SPSC through traditional zoning regulations, which are more suitable for the character and existing and desired land uses in the area; and,

WHEREAS, the City made a good faith effort to send written notice, by first class U.S. mail, advertising the time and place of the public hearing to all owners of private real estate within a three-hundred foot (300’) radius of the perimeter of the properties in question at least fifteen (15) calendar days prior to the hearing date; and,

WHEREAS, notice of the time and place of the public hearing was published in the Casper Star Tribune July 2, 2016, which is more than fifteen (15) days prior to the July 19, 2016 City Council public hearing; and,

WHEREAS, public notice signs, advertising the time and place of the public hearing, were placed on the north and south boundaries of the portion of the SPSC along South Cedar Street on June 30, 2016; and,

WHEREAS, the governing body of the City of Casper finds that the Council-initiated zone change, as described in detail below, should be approved.

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

SECTION 1:

The following properties shall be rezoned from OYDSPC as follows:

Casper Addition, Block 122, Lots 1-5 – (901 West Collins Drive, 909 South Cedar Street) - C-2 (General Business);

Casper Addition, Block 122, Lots 6-16 – (919, 923, 927, 931, 935, 939, 943, 947, 951 South Cedar Street; 824 West 10th Street) - R-4 (High Density Residential);

Casper Addition, Block 126, Lots 20-21 – (912, 916 South Cedar Street; 915 West Collins Drive) - C-2 (General Business);

Casper Addition, Block 126, Lots 10-19 – (922, 930, 934, 940, 946 South Cedar Street; 916 West 10th Street) - R-4 (High Density Residential);

Casper Addition, Block 123, Lots 1-12 – (829, 839 West 10th Street; 1009, 1013, 1017, 1021, 1029, 1037, 1045 South Cedar Street) - R-4 (High Density Residential);

Casper Addition, Block 127, Lots 13-24 – (903, 919, 921 West 10th Street; 1014, 1020, 1026, 1036 South Cedar Street; 914 West 11th Street) - R-4 (High Density Residential);

Casper Addition, Block 124, Lots 1-14 – (827, 829, 837 West 11th Street; 1101, 1109, 1121, 1121-1/2, 1129, 1137, 1145 South Cedar Street; 826, 838 West 12th Street) - R-4 (High Density Residential);

Casper Addition, Block 128, Lots 15-28 – (915 West 11th Street; 1112, 1122, 1126, 1138, 1144, 1154 South Cedar Street) - R-4 (High Density Residential);

Casper Addition, Block 125, Lots 1-12 – (1205, 1211, 1221, 1229, 1233, 1245 South Cedar Street; 824 West 13th Street) - R-4 (High Density Residential);

Casper Addition, Block 129, Lots 13-24 – (919 West 12th Street; 1204, 1212, 1218, 1228, 1236, 1246 South Cedar Street; 924 West 13th Street) - R-4 (High Density Residential);

Casper Addition, Block 160, Lots 1-4 – (813, 825, 833, 841 West 13th Street; 1325 South Cedar Street) - R-4 (High Density Residential);

Casper Addition, Block 159, Lots 7-12 – (919 West 13th Street; 1304, 1312, 1316, 1324, 1336 South Cedar Street; 916 West 14th Street) - R-4 (High Density Residential);

Casper Addition, Block 166, Lots 5-11 – (1445 South Poplar Street; 818, 828, 832, 840, 860, 866, 900 CY Avenue) - C-2 (General Business);

Standard Oil Company Subdivision, Block 1, Lot 1 (Landscaping Feature) – C-2 (General Business).

SECTION 2:

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

PASSED on 1st reading the 19th day of July, 2016.

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

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

APPROVED AS TO FORM:

Walton Trent

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

(Ordinance Council-Initiated Zone Change of Multiple Properties located in the Old Yellowstone District and South Poplar Street Corridor, 4 pages)

Template 10/16/15

July 29, 2016

MEMO TO: His Honor Mayor Sandoval and the City Council

FROM: V.H. McDonald, City Manager 

SUBJECT: Memorandum of Understanding for the Private Development of a Conference Center and Public Improvement of Adjacent Public Infrastructure.

Recommendation:

That the City Council, by resolution, authorize the Mayor to execute a Memorandum of Understanding (MOU) between CRU Casper, LLC (CRU), owner of the Parkway Plaza and Convention Center (Parkway), and the City of Casper for the private development of a conference center and public improvement of adjacent public infrastructure.

Summary:

As part of the 2013 Community Strategic Plan, the Casper City Council established an objective of developing a public/private partnership to construct a new conference center downtown, with the benefit being increased economic activity for the community.

The efforts to site a conference center near the downtown area did not materialize. Consequently the effort to locate a conference center focused on the Amoco Commons location. To that end the City paid the Amoco Reuse Joint Powers Board (ARJPB) approximately \$5.2 million dollars for a refundable rental advance for a lease of real property to secure a location for a potential conference center. Negotiations with a hotelier for this effort lasted several months, but ultimately development of a center did not occur. Please note that the \$5.2 million dollars for the refundable rental advance for this lease was part of the original \$6 million dollars allocated for support of a performing arts center, with that allocation funded from many years of accumulated interest income earned in the City's Capital Projects Fund.

CRU, as the owner of the Parkway, proposed to the City that their company would develop additional conference space on their property, with both the construction and operations of the conference center being privately funded. The company asked that the City consider making improvements of adjacent public infrastructure, being Center, E and F Streets, the railroad underpass, the Platte River pathway and river bank vegetation. The City Council supported working with CRU to develop a conference center in the community, and also to address the need to rehabilitate the adjacent public infrastructure.

To facilitate the effort City staff developed a phased approach. There are three phases incorporated into the proposed MOU. Phase I being the initial concept phase whereby both parties develop initial proposals and costs for the development and preliminary financial analysis. Phase II contains more detailed plans and specifications for the development, as well as for CRU to demonstrate its financial ability to construct and operate a conference center. Phase III is the

issuance of construction commitment documents and permits and construction of the center and surrounding infrastructure. Work will not progress to Phase II or III unless both parties submit written documentation that they are satisfied with the other's work product and other conditions as identified in the MOU for each phase.

It is important to note that the construction and operations of the proposed conference center will be entirely privately funded, with no public funds expended on the property or for operating subsidies. Funding for the public infrastructure is proposed to be from the refundable rental advance for the lease paid to the ARJPB. After the execution of this MOU, a request will be made to the ARJPB for a refund of the advance lease payment. These funds will be set aside to be used for the improvement of public infrastructure adjacent to the Parkway Plaza. In the event a center is not developed on the Parkway property, the funds may be used for infrastructure for the potential development of an alternate conference center.

A resolution has been prepared for the City Council to consider.

**CITY OF CASPER/PARKWAY PLAZA CASPER,
RESORT, SPA AND CONVENTION CENTER
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 201____ by the following parties:

1. The City of Casper, Wyoming (“City”), a Wyoming municipal corporation located at 200 N. David St., Casper, Wyoming 82601.
2. CRU Casper, LLC (“Developer”) (dba – Parkway Plaza Casper Resort, Spa and Convention Center, Casper, Wyoming), 3191 Red Hill Avenue, Suite 250, Costa Mesa, California 92626.

Throughout this document, the City and Developer may be individually referred to as a “party” or collectively referred to as the “parties.”

RECITALS

A. The Developer desires to make certain improvements to their property located at 123 West “E” Street in Casper, Wyoming.

B. The City recognizes the importance of North Center Street and the surrounding area as a gateway to the community, and is endeavoring to foster improvement and redevelopment of the area.

C. The City wishes to encourage the private development and privately funded improvements to Developer’s property because it is beneficial to the economic growth and health of the City.

D. The Parties desire to enter into a “MOU,” which outlines each party’s intentions with respect to developing the property at 123 West “E” Street and improving the City’s gateway entrance to downtown Casper.

E. This MOU is intended to provide a general outline of the steps necessary for the future development and improvements in the area, and is not intended to circumvent any of the City’s development regulations, or any federal, local or state law.

F. Prior to any development taking place, Developer must obtain all necessary permits and approvals from the City, including any necessary public hearings and public notice, as required by state and local law.

G. The City, as part of its due diligence process, will request, and Developer will provide, information about the Developer’s ability to build and operate a convention center before the City expends resources for public improvements to facilitate said development, all as described in below.

H. The City has dedicated one-time funding for support of public infrastructure for the construction of a new conference center to be located within the City of Casper. Drawing from that one-time funding, the City commits that it will support improvements to public infrastructure, adjacent to the Developer's Property as provided herein, if the terms and conditions of this MOU are met by the Developer within the timelines of this MOU, and if the parties execute the "Notice of Satisfactory Performance" for the completion of Phase 2. HOWEVER, if Phase 2 is not completed, the City shall have no further obligations under this MOU for the construction of any improvements to public infrastructure for this project.

NOW, THEREFORE, the parties, in consideration of the mutual agreements herein contained, agree to the following:

ARTICLE 1: INCORPORATION OF RECITALS

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

ARTICLE II: PHASING AND OBLIGATIONS

A. PHASE I

1. Obligations of the Developer

a. Design of the Convention Center

- i. Developer shall provide conceptual drawings to the City for the construction of a forty thousand (40,000) square foot, more or less, convention center (hereinafter, the "Convention Center") on its property, located generally south of the existing Parkway Plaza Casper Resort, Spa and Convention Center, 123 West "E" Street, Casper, Wyoming. The Convention Center shall have a twenty five thousand (25,000) square foot ballroom, more or less; five break out rooms, and office space.
- ii. At a minimum, the conceptual drawings shall include the following:
 1. Building footprint(s).
 2. General parking lot layout, including at least five, free, public access parking spaces with easy access to the boat ramp.
 3. Site lighting.
 4. Architectural elevations.
 5. Cross sections.
 6. Floor plans.
 7. Utility connections (water, sewer, gas and electrical).

- iii. All drawings shall be provided to the City in AutoCAD Civil 3D (2015) or a compatible format.
- iv. All drawings shall be sufficiently detailed to allow an independent, third party, registered, Wyoming firm (e.g., engineering, architectural or construction management firm) to provide a guaranteed maximum price estimate for the Convention Center.

b. Gross Maximum Price (“GMP”) Estimate

- i. Developer shall provide an independent, rough estimate from a Wyoming licensed architectural, engineering or construction management firm for the Convention Center.
- ii. The rough estimate shall be based upon the drawings provided to the City, and any subsequent addenda thereto.

c. Due Diligence

- i. The Developer understands that the City requires assurance of the Developer’s ability to fund construction of the Convention Center. Developer shall provide the City or its designated consultant with all documents that are required for exercise of the City’s financial, commercial and operational due diligence. All requested documents shall be provided in a commercially reasonable time-frame. As examples, and not as limitations, the City may request, and the Developer shall provide, information requested about its:
 - 1. Total value or market capitalization: diversification of revenue streams, size of the investor base, liquidity, and assets.
 - 2. Gross revenue, margins and return on equity trends: profit margin, return on equity, growth in equity or debt.
 - 3. Competition and industry: position in the industry, volatility because of competition.
 - 4. Valuation: price-to-earnings ratios, price-to-earnings-growth ratios, cost to build a building compared to the value of the entire property.
 - 5. Quality of management and ownership: track record, professional designations, percentage of shares owned by owners, mutual funds.

6. Balance Sheet information: financial statements for past years, revenue forecasts and associated expenses for past years, cash flow statements and/or cash flow available for debt service, return on equity calculations, and borrowing capacity.
7. Supply/demand: price to build the convention center in the past three and six months, and one, two, three, five and ten years ago versus today and versus projections.
8. Dilution: whether there is real estate inventory that could be brought to the market nearby
9. Future expectations: price trends and interest rate opinions.
10. Risk: worst case scenarios effect.
11. Business plan review.
12. Operational and financial planning.
13. Working capital.
14. Human resources.
15. Sales and marketing effectiveness.
16. Other relevant items of inquiry.

2. Obligations of the City

a. Platte River Revival Projects

- i. The parties understand that the City has an on-going, year-by-year project, generally referred to as the Platte River Revival. Funding for that project is largely dependent upon grants and other sources outside of the City, and is not guaranteed. One of the proposed, Platte River Revival projects would clean-up portions of the North Platte River bank, west of the Platte River Parkway Trail, in the vicinity of the property owned by the Developer (approximately 1,400 lineal feet of property located south of the Interstate 25 right of way, east of the North Platte River, and west of the portion of the Goldwater Addition and Goldwater Addition No. 2 owned by CRU Casper, LLC, all as generally depicted on Exhibit D, which is attached hereto). However, ownership of some of the property in that area is undetermined. The City shall research and ascertain the legal ownership of the North

Platte River bank, west of the Platte River Parkway Trail, in the vicinity of the property owned by Developer.

- ii. After ownership is determined, the City shall determine if it is feasible to complete any funded, Platte River Revival projects in that area. If it is feasible, funded, and the City owns the property, the City shall complete the funded, Platte River Revival projects in that area.
- iii. If it is feasible and funded, but, the property is owned by someone other than the City, the City shall use reasonable efforts to obtain temporary construction easements from the owner to complete funded, Platte River Revival projects in that area.

- b. **Street names and addresses.** The City shall rename West “E” Street to “Parkway Plaza Drive,” and re-address the Parkway Plaza Casper Resort, Spa and Convention Center as “1 Parkway Drive.”

3. Mutual Obligation of Confidentiality

- a. **Confidential Information.** In the performance of this Agreement, one party (“Disclosing Party”) may disclose to the other party (“Receiving Party”) certain Confidential Information of the Disclosing Party. Subject to the Wyoming Public Records Act, W.S. 16-4-201 *et seq.*, “Confidential Information” means any information of either party, which is not generally available to the public whether of a technical, business or other nature (including, but not necessarily limited to: trade secrets, privileged information, confidential commercial, know how, and information relating to the clients, business plans, promotional and marketing activities, finances and other business affairs of such party; provided that the same is conspicuously marked or otherwise identified as confidential or proprietary information prior to, or upon receipt by the other party. Confidential Information includes financial or commercial data, as described in, and subject to, Wyoming Statute § 16-4-203(d)(v). The Receiving Party will treat such Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party, and will not disclose such Confidential Information to any third party (other than a third party due diligence consultant under contract whereby that third party has agreed in writing to keep the Confidential Information confidential).
- b. **Confidential Information Exclusions.** The confidentiality obligations will not apply to any: (i) use or disclosure of any information pursuant to the exercise of the Receiving Party’s rights under this Agreement; (ii) information that is now or later becomes publicly available through no fault of the Receiving Party; (iii) information that is obtained by the Receiving Party from a third party authorized to make such disclosure (other than in connection with

this Agreement) without any obligation of secrecy or confidentiality; (iv) information that is independently developed by the Receiving Party (e.g., without reference to any Confidential Information); (v) any disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Receiving Party will use reasonable efforts to give advance notice to and cooperate with the Developer in connection with any such disclosure; (vi) any disclosure with the consent of the Disclosing Party; and (vii) any information that is required to be released under the Wyoming Public Records Act.

4. Completion Date. The work required under Phase I shall be completed no later than December 20, 2016, except that any funded and feasible, Platte River Revival projects shall be completed during the next, yearly scheduled project cycle.

5. Option to Continue to Phase II.

- a. If the parties are satisfied with each other's performance under Phase I, and want to move forward to the next phase of this MOU, each party shall execute a *Notice of Satisfactory Performance* substantially similar to the one attached hereto as Exhibit A. Upon execution by an authorized representative of both parties, the parties shall proceed to Phase II.
- b. If any party chooses to end its participation under this MOU, for any reason, it shall notify the other party, in writing, and this MOU shall terminate and be of no further force and effect. In the event of unsatisfactory performance or non-performance by a party, termination by written notice is the exclusive remedy of any party under Phase I of this MOU.

B. PHASE II

1. Obligations of the Developer

- a. **Site Plan.** Developer shall prepare and submit a site plan for the Convention Center to the City Community Development Department for review and approval. The site plan shall be in accordance with the Casper Municipal Code, and based upon the conceptual drawings provided during Phase I, plus any subsequent modifications thereto.
- b. **Construction Budget.** If the Convention Center site plan has been approved by the City, Developer shall prepare, and present to the City, a detailed construction budget, verified for accuracy by a Wyoming licensed architectural, engineering or construction management firm. The budget shall be at least as detailed as the budget for the *Casper Fire-EMS Station No. 2 Total Project Budget*, which is attached as Exhibit C.
- c. **Due Diligence.** Developer shall provide assurance of the ability to fund construction, evidenced by loan commitments from lender(s), verification of

assets if internally financed, or other documents recommended by the City's due diligence consultant.

- d. **Additional Landscaping.** Developer will provide a written Letter of Commitment to the City to add new landscaping on the north side of the Developer's property, and improving the aesthetics of the property as viewed from Interstate 25. A landscaping plan shall be submitted to the City for review and approval.
- e. **Recreational, Public Access Easements.** Developer shall provide public access easements, in a form acceptable to the City, for at least five, free, perpetual public access parking spaces with easy access to a boat ramp for recreational uses.

2. Obligations of the City.

a. Conceptual Drawings and Cost Estimates for Streets and Underpasses.

- i. The City shall develop preliminary, conceptual drawings and cost estimates to beautify and improve West "D" Street, West "E" Street, the North Center Street Railroad Underpass, and the Platte River Parkway located south of, and beneath the Interstate 25 underpass. At a minimum, the conceptual drawings shall include:
 - 1. Lighting, railings, walkways, and general aesthetic upgrades for the underpasses.
 - 2. Traffic Management Improvements: street lane configurations, general traffic flow, and access for buses.
 - 3. Beautification and aesthetic upgrades along the streets and surrounding rights-of-way.
 - 4. A landscaping plan.
- ii. All conceptual drawings shall be produced in AutoCAD Civil 3D (2015) or a compatible format.
- iii. All conceptual drawings shall be sufficiently detailed to allow for a guaranteed maximum price or engineer's estimate.

- b. **Letter of Commitment.** The City shall provide a letter of commitment, specifying City selected improvements from the Conceptual Drawings and Cost Estimates for Streets and Underpasses, concurrent with or after the build-out of the Convention Center. By way of example, and not as a limitation, the City, subject to funding availability, may:

- i. Reconstruct West “D” and West “E” Streets, west of North Center Street, to standard City specifications for public streets, excluding the replacement of public utilities (water and sewer).
- ii. Provide and install pedestrian-scale lighting along the Platte River Parkway/Trail in the vicinity of the Developer’s property; clean up and re-pave the Parkway/Trail, and clear any noxious or invasive vegetation in the area.

3. Mutual Obligation of Confidentiality. The *Mutual Obligation of Confidentiality* section from Phase I is hereby incorporated by reference at this point as though fully set forth.

4. Completion Date. The work required under Phase II shall be completed no later than a date estimated by the Developer and provided to the City in writing, but, in no event, later than May 15, 2017.

5. Option to Continue to Phase III.

- a. If the parties are satisfied with each other’s performance under Phase II, and want to move forward to the next phase of this MOU, each party shall execute a *Notice of Satisfactory Performance* substantially similar to the one attached hereto as Exhibit B. Upon execution by an authorized representative of both parties, the parties shall proceed to Phase III.
- b. If any party chooses to end its participation under this MOU, for any reason, it shall notify the other party, in writing, and this MOU shall terminate and be of no further force and effect. In the event of unsatisfactory performance or non-performance by a party, termination by written notice is the exclusive remedy of any party under Phase II of this MOU.

C. PHASE III

1. Obligations of the Developer

- a. **Permits and sureties.** Developer shall obtain all necessary permits and sureties required under the Casper Municipal Code before performing any demolition work at the Convention Center site, and before commencement of construction of the Convention Center.
- b. **Convention Center Construction.** Developer shall construct the Convention Center and on and off-site improvements, as specified in the approved site plan, the building permits, and subdivision agreements (if any), all in accordance with the Casper Municipal Code.

2. Obligations of the City

- a. **Letter of Commitment Work.** After a statutorily required public bidding process, and concurrent with the construction of the Convention Center, the City shall perform the City selected work specified in the executed Letter of Commitment, all subject to the funding limitations previously described in Phase II.
 - b. **Directional Signage.** At the Developer's sole cost and expense, and subject to the limitations of the Casper Municipal Code and WYDOT, the City shall install directional signage to the Convention Center off of Center Street, D Street and E Street.
3. **Mutual Obligation of Confidentiality.** The *Mutual Obligation of Confidentiality* section from Phase I is hereby incorporated by reference at this point as though fully set forth. However, the confidentiality obligations of this MOU shall only survive until January 1, 2019, at which point they shall terminate and be of no further force and effect between the parties.
 4. **Completion Date.** The work required under Phase III shall be completed no later than a date estimated by the Developer and provided to the City in writing, but, in no event, later than June 30, 2018.

ARTICLE III: GENERAL PROVISIONS

- A. **Successors and Assigns.** This MOU shall be binding upon the parties hereto, and their, successors, and assigns.
- B. **Amendment.** Any amendment of this MOU shall be in writing and executed by all parties hereto.
- C. **No Assignment.** The Developer shall not assign any interest in this MOU, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Developer from the City under this MOU may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.
- D. **Personnel.** The Developer represents that it has, or will secure, all personnel required in performing the services under this MOU. Such personnel shall not be employees of the City. All of the services required shall be performed by the Developer, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Developer shall be employed in conformity with applicable local, state or federal laws.

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

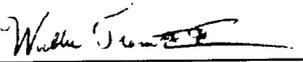
F. Counterparts. This MOU may be executed by more than one copy; however, each copy thereof shall serve as but one and the same MOU.

G. No Third Party Beneficiary Rights. The parties to this MOU do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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

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

APPROVED AS TO FORM:



City Attorney

THE CITY OF CASPER, WYOMING:

Daniel Sandoval
Mayor

ATTEST:

Tracey L. Belser
City Clerk

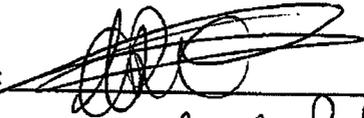
CRU Casper, LLC
(dba PARKWAY PLAZA CASPER
RESORT, SPA AND CONVENTION
CENTER, CASPER, WYOMING):

By: 

Printed Name: Steven L. Swift

Title: Principal

WITNESS:

By: 

Printed Name: Anil Patel

Title: Manager

STATE OF WYOMING

COUNTY OF NATRONA

This MOU was acknowledged before me this _____ day of _____, 201__, by Daniel Sandoval, as Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

Witness my hand and official seal:

Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

This MOU was acknowledged before me this ____ day of _____, 201__,
by _____, as _____ of CRU Casper, LLC
(DBA – PARKWAY PLAZA CASPER RESORT, SPA, AND CONVENTION CENTER,
CASPER, WYOMING).

Witness my hand and official seal:

Notary Public

My Commission Expires: _____

Exhibit A
Notice of Satisfactory Performance
Phase I

DEVELOPER

I, _____ (name), as the _____ (title) of
CRU Casper, LLC, and on its behalf, hereby provide notice that the City of Casper, Wyoming,
has satisfactorily completed its performance obligations under Phase I of the *City of*
Casper/Parkway Plaza Casper, Resort, Spa and Convention Center Memorandum of Understanding
(“MOU”), and that we want to proceed to Phase II of the MOU.

DATED: _____, ____, 201__

CITY OF CASPER

I, _____, as the _____ of the City of Casper, Wyoming,
and on its behalf, hereby provide notice that CRU Casper, LLC has satisfactorily completed its
performance obligations under Phase II of the *City of Casper/Parkway Plaza Casper, Resort, Spa and*
Convention Center Memorandum of Understanding, (“MOU”), and that we want to proceed to Phase II
of the MOU.

DATED: _____, ____, 201__

Exhibit B
Notice of Satisfactory Performance
Phase II

DEVELOPER

I, _____ (name), as the _____ (title) of
_____ (entity), and on its behalf, hereby provide notice that the City
of Casper, Wyoming has satisfactorily completed its performance obligations under Phase II of the *City
of Casper/Parkway Plaza Casper, Resort, Spa and Convention Center Memorandum of Understanding*
(“MOU”), and that we want to proceed to Phase III of the MOU.

DATED: _____, ____, 201__

CITY OF CASPER

I, _____, as the _____ of the City of Casper, Wyoming,
and on its behalf, hereby provide notice that CRU Casper, LLC has satisfactorily completed its
performance obligations under Phase II of the *City of Casper/Parkway Plaza Casper, Resort, Spa and
Convention Center Memorandum of Understanding*, (“MOU”), and that we want to proceed to Phase III
of the MOU.

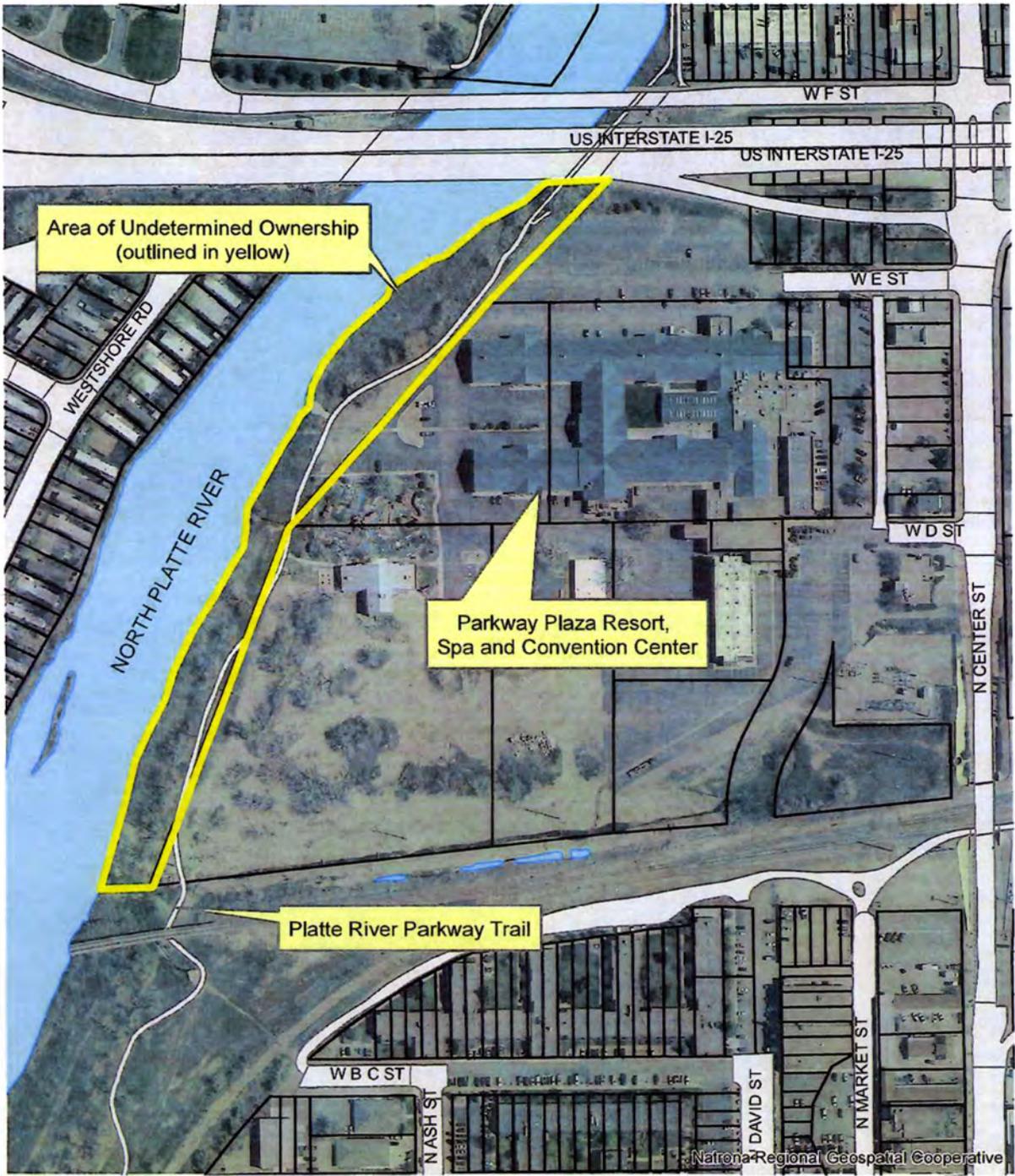
DATED: _____, ____, 201__

Exhibit "C"

Casper Fire-EMS Station No. 6 Total Proposed Budget Schematic Design

August 4, 2015

A. CONSTRUCTION COSTS	Total Estimate	SF Estimate
1. Building Construction	\$ 2,116,710	\$173
<p>Estimate is based on 12,250 gsf (7,524 gsf in 5 apparatus bays and 4,726 gsf in living/office area). Suggested construction systems includes concrete masonry unit bearing walls with steel trusses for the apparatus bays, wood truss/steel stud bearing walls at living/office area with 4" colored cmu veneer with HVAC, plumbing, fire sprinkler, electrical, voice-data and fire alarm systems. An allowance for design contingency is included.</p>		
2. Sitework and Landscaping		
a. Site Demolition (concrete removal, excavation and import fill from landfill)	\$ 416,200	
b. Site Surfacing (traffic striping, signage, parking blocks, concrete pavements and grading courses, asphalt patching & concrete flatwork)	\$ 230,000	
c. Sanitary Sewer (inspection manhole, 4" service & connection to main)	\$ 12,880	
d. Fire Service Line (HDPE & PVC lines, hot tap main & gate valve)	\$ 9,500	
e. Additional Items (gas line reroute, storm sewer & flared ends, on-site grading & detention)	\$ 62,900	
f. 15% contingency on items a. thru e. above	\$ 108,297	
g. Premium for electrical & communications @ undeveloped site not carried in item 1. Building Construction above	\$ 20,000	
h. Site signage and flagpole	\$ 5,000	
i. Landscaping (of approx. 75% of open property area) & Irrigation	\$ 80,000	
Subtotal (Sitework and Landscaping)	944,777	
3. Generator, transfer switch and all controls.	\$ 125,000	
4. Station Alerting System	\$ 125,000	
5. 3-phase Elect Service Extension from RMP	\$ 50,000	
Total Construction Contract Estimate	\$ 3,361,487	\$ 3,361,487
B. PROFESSIONAL SERVICES		
1. Architectural & Engineering Fees - Bidding & Construction Administration Civil, Structural, Architectural, Mechanical, Electrical	\$ 292,990	
2. Geotechnical Investigation - included in GSG contract.....	\$ 0	
3. Site Survey - included in GSG Architecture contract.....	\$ 0	
4. Construction Materials & Soils Testing included in GSG contract.....	\$ 0	
5. Construction Materials & Soils Testing Not-included in GSG contract.....	\$ 15,000	
Subtotal	\$ 307,990	307,990
Total Probable Construction Cost & Professional Services (A + B)	\$	3,669,477
C. OTHER ITEMS (known to Architect)		
1. Owner Contingency (for professional services, construction, furnishings)	\$ 165,000	
2. Cascade System (covered in CF & EMS internal budget)	\$ 0	
Furniture, Exercise and Misc. Equipment (covered in CF & EMS internal budget)	\$ 0	
Subtotal	\$ 165,000	165,000
Total Probable Budget(A + B + C)	\$	3,834,477
Total City of Casper Available Budget	\$	(3,900,000)
Amount over budget	\$	(65,523)



Natrona Regional Geospatial Cooperative

Exhibit "D"

Approximate Area of Undetermined Ownership (outlined in yellow)

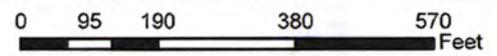
(Approximately 1,400 lineal feet located south of I-25, east of the North Platte River, and west of the Parkway Plaza)



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



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



Date: 6/1/2016

RESOLUTION NO. 16-196

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH CRU CASPER, LLC FOR THE PRIVATELY FINANCED DEVELOPMENT OF A CONFERENCE CENTER AND PUBLICLY FUNDED IMPROVEMENTS OF ADJACENT PUBLIC INFRASTRUCTURE

WHEREAS, for several years the Casper City Council has desired to develop a conference center in the community; and,

WHEREAS, CRU Casper, LLC (CRU), owner of the Parkway Plaza Hotel and Conference Center (Parkway), located at 123 West "E" Street, Casper, Wyoming, has determined that it is economically viable for it to construct additional conference center space and operate the total conference space in conjunction with its existing hotel facilities; and,

WHEREAS, CRU intends and represents it will obtain private financing of all the construction and operations of the expanded conference center; and,

WHEREAS, the City Council desires to make improvements to public infrastructure that is adjacent to the Parkway to address needed rehabilitation of the Center Street Railroad Underpass, and to evaluate and address possible traffic and physical condition issues of Center, "E" and "F" Streets, and potentially needed improvements to the publicly owned property and pathway adjacent to the west of the Parkway; and,

WHEREAS, the City of Casper and CRU desire to enter into a Memorandum of Understanding in order to memorialize the steps that the parties would propose to take in the development of the conference center by CRU on the Parkway property, and the City's steps in addressing its public infrastructure issues; and,

WHEREAS, the City paid to the Amoco Reuse Joint Powers Board a \$5.2 million dollar refundable rental advance for a lease of real property to secure a location for a potential conference center on the Amoco Commons, the development of which has not occurred as of this date; and,

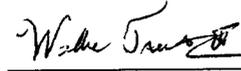
WHEREAS, if progress of the development of the Parkway conference center reaches Phase III of the proposed Memorandum of Understanding, then the City will look to possible funding of the public infrastructure improvements from the refundable lease rental advance paid by the City to the Amoco Reuse Joint Powers Board as well as from grant funds that may be available for these improvements; and,

WHEREAS, public funds to be used only for improvement of public infrastructure adjacent to the Parkway.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Memorandum of Understanding with CRU Casper, LLC for the development of a privately financed conference center with publicly funded improvements of adjacent public infrastructure as set forth above.

PASSED, APPROVED, AND ADOPTED this 2nd day of August, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

July 11, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director 
Pete Meyers, Assistant Public Services Director

SUBJECT: TAP Grant Application for Phase 2 of the Casper Mountain Road Trail Project

Recommendation:

That Council, by resolution, authorize the submission of a Transportation Alternatives Program (TAP) grant application to the Wyoming Department of Transportation, in the amount of \$375,000, to fund the construction of Phase 2 of the Casper Mountain Road Trail.

Summary:

The Platte River Trails Trust (PRTT) is seeking to expand the City's trail network by building a trail from Casper College to Rotary Park. The trail will ultimately be 4.3 miles long, and plans call for the trail to be built in three phases.

Phase 1 began last year when Natrona County, in partnership with the City of Casper and PRTT, received a \$375,000 TAP grant for the project. The TAP program is a source of federal funding that provides monies to state and local governments for transportation projects. The program emphasizes projects that support walkability and pedestrian safety. TAP grants require a 20% local match.

Phase 1 will include a trail that will extend southward from College Drive along the west side of Casper Mountain Road. Phase 1 was originally intended to reach 29th Street, but new cost estimates suggest that it may reach as far as Wyoming Boulevard. A design firm was recently selected for Phase 1. Construction will begin this year with final completion occurring sometime in 2017.

Council is now being asked to sponsor a grant for the construction of Phase 2. Phase 2 will begin at Wyoming Boulevard and continue southward. The total budget for Phase 2 is \$545,000. \$375,000 is expected to come from the TAP grant. The City will be supplying its match from Optional One Cent #15 Community Projects funding, but not from Community Promotions funds, which in FY17 includes \$170,733 for PRTT projects (\$170,000 will be formally budgeted toward this project).

A resolution has been prepared for Council's consideration.

RESOLUTION NO.16-197

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR PHASE TWO OF THE CASPER MOUNTAIN ROAD TRAIL PROJECT.

WHEREAS, the City of Casper desires to create a trail that will extend from Casper College southward toward Rotary Park; and,

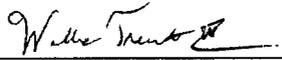
WHEREAS, the Platte River Trails Trust has identified the Casper Mountain Road Trail to be one of its priority projects for the expansion of the City's trail network; and,

WHEREAS, the TAP program is a federally funded program that is intended to fund projects that will enhance transportation safety, especially for walkability enhancements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to authorize submission of a grant application to the Wyoming Department of Transportation for a Transportation Alternatives Program grant in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

July 27, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., Associate Engineer



SUBJECT: Submission of Grant Application
CY Booster Station Replacement

Recommendation:

That Council, by resolution, authorize the submittal of a grant application in the amount of \$762,202 to the Wyoming Water Development Commission (WWDC) for the CY Booster Station Replacement Project.

Summary:

The CY Booster Station was built in 1953 and provides water to Valley Hills and Sunrise I water storage tanks, serving approximately 8,000 residents in Zone II. The facility was expanded in 1981 which included new valve assemblies, fittings and piping. The existing pumps have been rebuilt several times and have been operating for over forty (40) years. Due to the age of the facility and equipment, a new booster station is recommended with new pumps sized for future growth in Zone II.

The new booster station will be located on the same site as the existing facility near the existing 1 million gallon water storage tank. The existing facility will remain in operation until construction of the new facility is completed and put into operation.

The projected cost for this project is \$1,137,615. It is anticipated these improvements would be funded through a 67% grant from the Wyoming Water Development Commission. The 33% local match of \$375,413 will be obtained from FY17 Water Fund Reserves.

The project application and resolution are prepared for the Council's consideration.

**PROJECT APPLICATION FOR LEVEL III CONSTRUCTION FUNDING
FOR MUNICIPAL AND RURAL DOMESTIC PROJECTS**

WYOMING WATER DEVELOPMENT COMMISSION
6920 Yellowtail Road
Cheyenne, Wyoming 82002
Telephone: (307) 777-7626 Fax: (307) 777-6819

Funding for projects is based on WWDC recommendations and is appropriated by the legislature from the Water Development Accounts. Legislative authorization is required before the WWDC can begin project work. Applications for Level III construction projects new to the Water Development Program **must** be submitted no later than **August 15th**. Applications for Level III construction projects which have undergone Level I and/or Level II reviews under the Water Development Program **must** be submitted no later than **October 1st**. It is helpful if the applications are received prior to the deadline.

In order to receive consideration for Level III construction funding, the project sponsor must be an entity of local government with taxing and/or assessment authority. Private corporations and individuals are not eligible for assistance. *Note: If you are seeking Level III funding for a project new to the Program, you must provide a feasibility study with detailed cost estimates prepared by a professional engineer registered in the State of Wyoming.*

APPLICATION REQUIREMENTS

- **The person signing the application must have authority to commit the entity to a binding contract.**
- **A notarized copy of a resolution supporting this application passed by the board or other governing body of the entity must be provided.**
- **If this project is for a project new to the Program, a check for the \$1,000 filing fee must accompany the application. If the application is denied, 75% of the application fee will be refunded to the applicant.**
- **A project area map (8.5" x 11" preferred) showing district boundaries, project location and features should be provided. Include any reports or other supporting information available.**
- **Written verification that the project will include a minimum of 20 taps with meters on each tap.**
- **Written verification from any municipality, county, joint powers board, irrigation district, or special district that is impacted by the project that they understand and accept those impacts.**

ENTITY INFORMATION

Municipality

(Type of Entity – i.e.: Municipality, County, Joint Powers Water Board, Special District)

City of Casper

200 North David Street

(Applicant – Name of Entity)

(P.O. Box or Street Address)

Casper

Natrona

Wyoming

82601

(307)235-8213

(City)

(County)

(State)

(Zip Code)

(Phone)

Daniel Sandoval, Mayor

(Authorized Official - Type or Print Name)

(Signature of Authorized Official)

(Date)

Alexander D. Sveda, Associate Engineer

307 235-8341

(Contact Person – Type or Print Name)

(Phone Number*)

*The best time to reach the contact person is from 8:00 am to 5:00 pm o'clock on Mon-Fri days of the week.

If the application was prepared by someone other than the contact person, please provide

Name N/A

Phone Number _____

PERTINENT INFORMATION

The purpose of this section is to gather information necessary for the development of the financing plan for the Level III construction project. Answer all questions as completely and accurately as possible. If you need help, please call the Water Development Office at 307-777-7626.

A. REQUESTED FINANCING PLAN

Provide the following specifics regarding the financing plan you are seeking. Contact the WWDO for questions regarding specifics relating to existing Program criteria.

1. Provide a brief statement describing the project for which you are seeking funding, including the reasons the project is needed. Describe the current situation with your water supply that will be improved by the project. (Attach additional information if you wish): _____

2. Total funding request (Please attach the best available detailed cost estimate): \$1,137,615

3. WWDC Grant (Percentage of total WWDC eligible project costs): 67% (\$762,202)

4. WWDC Loan (Percentage of total WWDC eligible project costs): 0

a. Interest rate (presently, the typical rate is 4%): _____

b. Term of loan (cannot exceed economic life of project): _____

5. If you are planning to obtain alternate loans or additional grants from other agencies to supplement your request from the WWDC, please describe your financing plans and the schedule for the acquisition of the funds:

6. Total project costs not eligible for WWDC funding: 0

7. Please describe your financing plans and the schedule for the acquisition of the costs not eligible for WWDC funding: Water Fund Reserves

B. EXISTING WATER SUPPLY SYSTEM

1. Description of Present Water Supply:

a. Groundwater – Number of wells: 29 Approximate Depth: 30 – 40 feet

Primary supply aquifer or formation: North Platte River Alluvial

Approximate Yield in GPM per well: 567 Total of all wells: 16,425 gpm

b. Surface Water - Source Name: North Platte River

Type of Diversion (headgate, infiltration gallery, pumps, etc.): Intake Structure – pumping

Approximate Yield: 42 c.f.s.

c. Springs – Name of springs: N/A Approximate Yield: _____

2. Water Storage: Treated (volume and description): 27 MG

Raw (volume and description): 0 – N/A

3. Transmission pipeline - Approx. Distance form Source to Distribution System: 1,000 feet

Type of pipe material: Cast Iron, Ductile Iron, PVC Diameter(s): 6-inch to 42-inch

Age of pipeline: 1 – 70 years Condition of pipeline: Fair

4. Treatment – None: _____ Chlorination: _____ Filtration: X Other: Chloramination

e. What is the factor (bottleneck) that is presently limiting your ability to provide water (supply, transmission, treatment, distribution, etc.): Distribution

f. What will be the post-project factor (bottleneck) that will limit your ability to provide water (supply, transmission, treatment, distribution, etc.): Distribution

g. Describe water conservation efforts (tiered water rates, lawn watering restrictions, etc.): 1) Watering restrictions during times of call on the water supply 2) Public Education

4.	Rates	Pre-Project	Post-Project
	a. Tap fees:		
	Residential: ¾-inch	<u>\$1610</u>	<u>Same</u>
	Commercial:	<u>\$1610</u>	<u>Same</u>
	b. Average residential monthly water bill:	<u>\$61.02</u>	<u>NA for this project</u>
	c. Water Rates:		

Pre-project rates for all tiers and categories of use: Monthly Billing - \$7.62 monthly minimum which includes 1,500 gallons usage, \$3.54 / 1,000 gallons thereafter

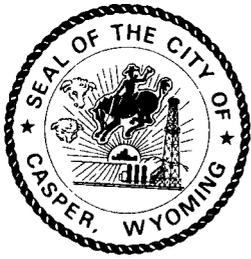
Post-project rates for all tiers and categories of use: Approximately 2 – 3% per year

d. Identify any local conditions that affect your rates? (Example: flow through for frost prevention, etc.): None

5.	Financial Statement	Pre-Project	Post-Project
	Annual revenues generated from water sales:	<u>\$10.91 M</u>	<u>Same w / inflation factor</u>
	Annual revenues from tap fees:	<u>\$0.158 M</u>	<u>Same w / inflation factor</u>
	Annual revenues from other sources:	<u>\$0.153 M</u>	<u>Same w / inflation factor</u>
	Total annual revenues:	<u>\$11.22 M</u>	<u>Same w / inflation factor</u>
	Annual budget for operation and maintenance expenses:	<u>\$11.58 M</u>	<u>Same w / inflation factor</u>
	Annual payments for debt retirement:	<u>\$0.755 M</u>	<u>Same w / inflation factor</u>
	Annual payments to a repair and replacement fund:	<u>\$0.800 M</u>	<u>Same w / inflation factor</u>
	Annual payments to an emergency fund:	<u>*</u>	<u>Same w / inflation factor</u>
	Annual payments for other purposes:	<u>\$0.015 M</u>	<u>Same w / inflation factor</u>
	Total annual payments:	<u>\$13.15 M</u>	<u>Same w / inflation factor</u>
	Balance in repair and replacement fund:	<u>*</u>	<u>Same w / inflation factor</u>
	Balance in emergency fund:	<u>*</u>	<u>Same w / inflation factor</u>
	Annual cost of water quality testing:	<u>\$65,00</u>	<u>Same w / inflation factor</u>

* In Water Fund Reserves - \$7.7 M – Current Balance

6. Is the operation of the water supply system self supporting in terms of revenues offsetting costs for operation, maintenance, debt retirement, replacement funds and emergency funds? Yes – Operations
 If not, how is the difference subsidized? Capital Expenditures is not self supporting Funding – 1% monies, SLIB, SRF, WWDC, Reserves



City of Casper
Public Services Department
Casper, Wyoming
82601



June 30, 2016

TO: Wyoming Water Development Commission (WWDC)
6920 Yellowtail Road
Cheyenne, Wyoming 82002

SUBJECT: CY Booster Station Replacement - written verification minimum required metered taps.

Dear WWDC:

Level III Construction Funding requires written verification that projects seeking funds will include a minimum of 20 taps with meters on each tap. The intention of this letter is to provide the required written verification for the CY Booster Station Replacement.

The CY Booster Station was built in 1953 and provides water to Valley Hills and Sunrise I water storage tanks, serving approximately one third of the 22,500 metered locations in the Zone II water service elevation of the Casper municipal water supply system. This equates to approximately 8,000 metered taps that are currently served by the existing CY Booster Station which will benefit from this project.

Please let me know if additional verification is necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Sveda".

Alex Sveda, P.E.
Associate Engineer

cc: Andrew Beamer, P.E., Public Services Director
David Hill, P.E., Public Utilities Manager
Bruce Martin, Assistant Public Utilities Manager

Parks
1800 E. K Street
307-235-8281
Fax-235-8417

Streets
1800 E. K Street
307-235-8283
Fax-235-8417

Public Utilities
200 N. David
307-235-8213
Fax-234-0709

Engineering
200 N. David
307-235-8341
Fax-234-0709

Solid Waste
200 N. David
307-235-8246
Fax-235-7553



SHEET 1 OF 1

HORIZONTAL SCALE
0 32 64



HORIZONTAL SCALE
0 10 20

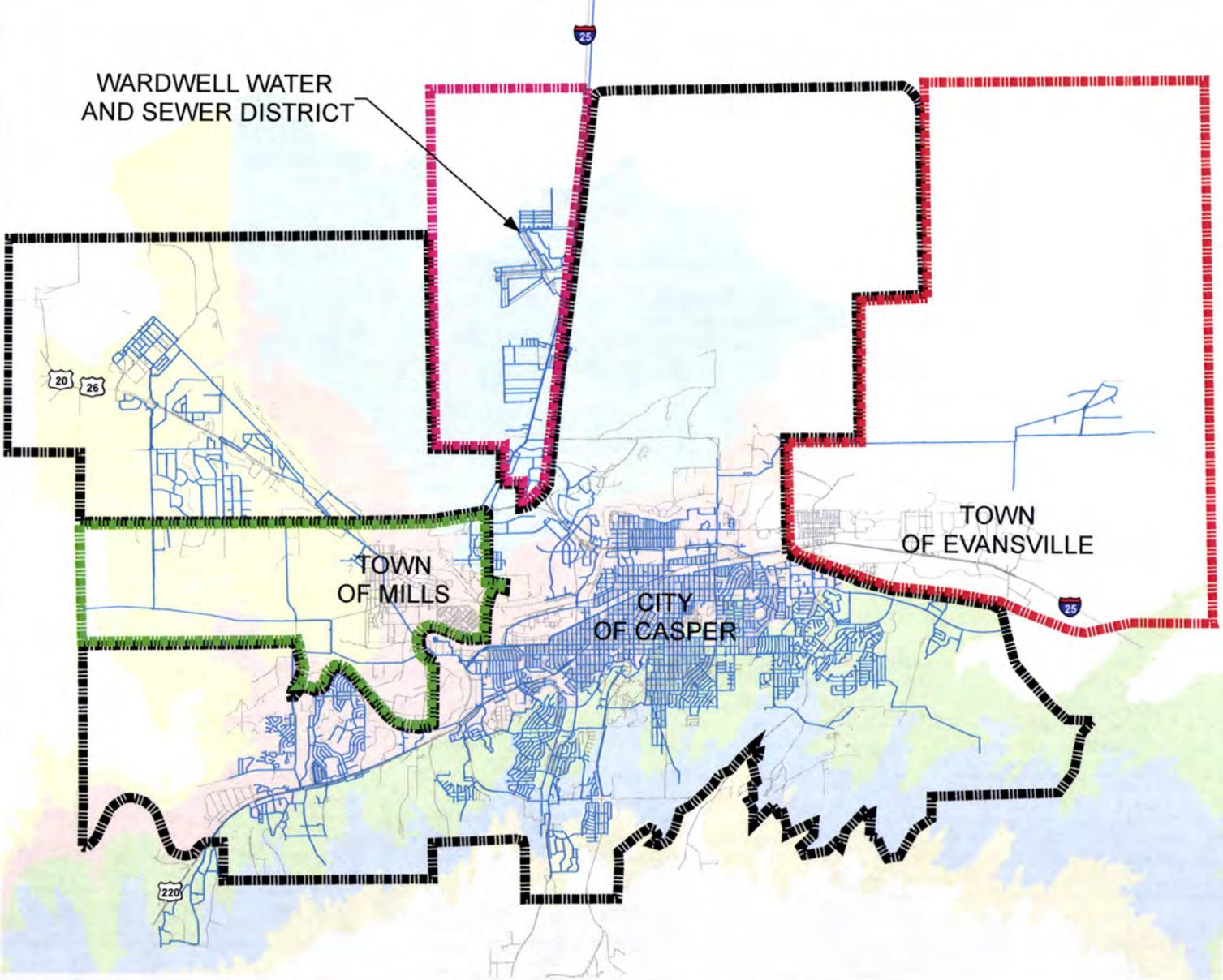
DRAWN BY: _____
DATE: # _____

CHECKED BY: _____
DATE: # _____

APPROVED BY: _____
DATE: # _____

CITY OF CASPER ENGINEERING
200 NORTH DAVID STREET
CASPER, WYOMING 82601
PROJECT NO. 16-024

FIGURE 2-1 GROWTH AREA BOUNDARIES



- CASPER GROWTH AREA
- EVANSVILLE GROWTH AREA
- MILLS GROWTH AREA
- WARDWELL GROWTH AREA
- ZONE 1
- ZONE 2 ←
- ZONE 2A
- ZONE 2B
- ZONE 3
- WATERLINES
- ROADS

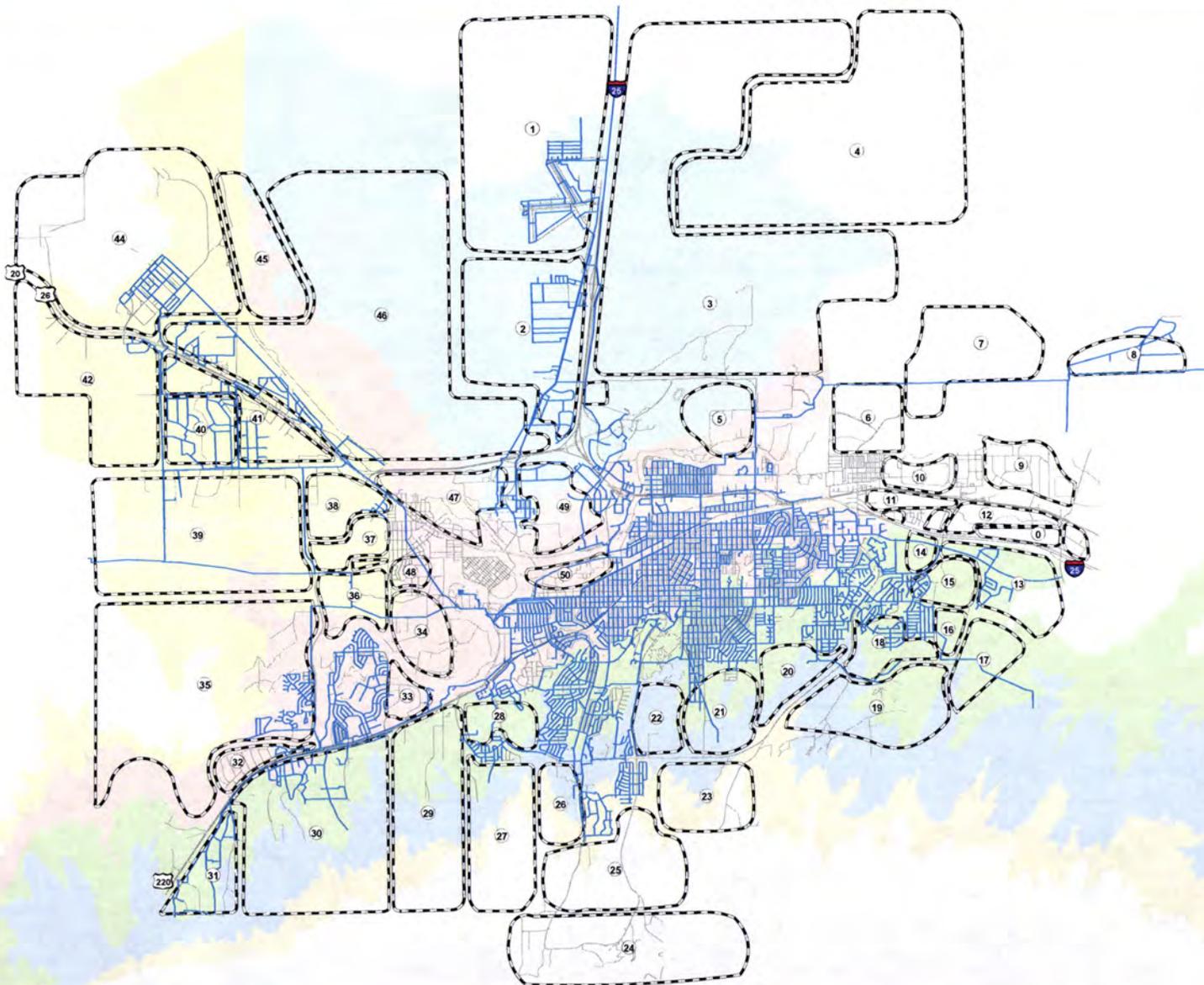


0 2,500 5,000 10,000
Feet



Information provided by Worthington, Lenhart, and Carpenter, Inc.
February 2006 Annexation Study Addition

FIGURE 2-4 GROWTH AREAS



	ZONE 1
	ZONE 2 ←
	ZONE 2A
	ZONE 2B
	ZONE 3
	ZONE 4
	WATERLINES
	ROADS

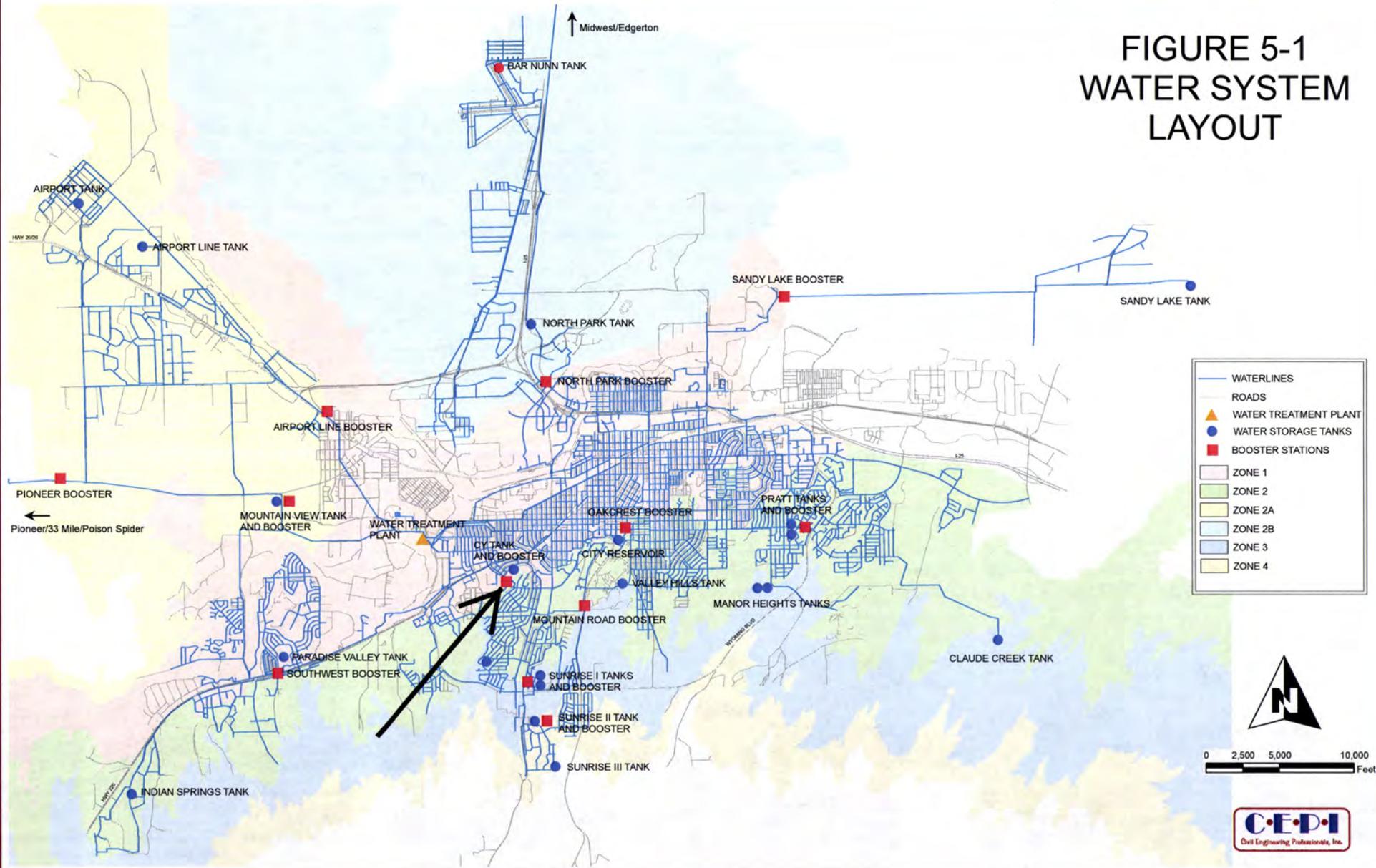


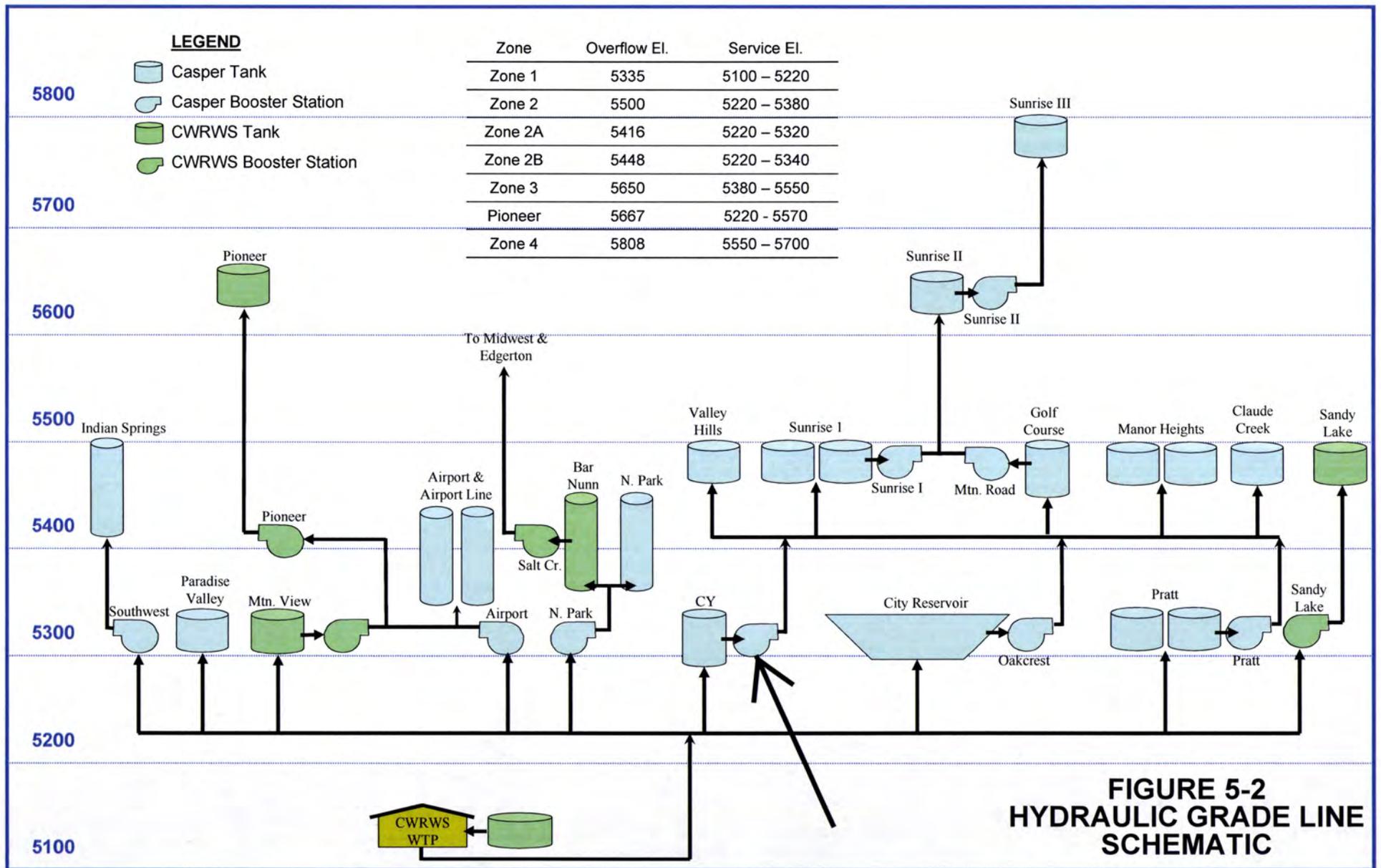
0 2,500 5,000 10,000
Feet



Information provided by Worthington, Lenhart, and Carpenter, Inc.
February 2006, Annexation Study Addition

FIGURE 5-1 WATER SYSTEM LAYOUT





RESOLUTION NO.16-198

A RESOLUTION AUTHORIZING AN APPLICATION FOR A GRANT TO THE WYOMING WATER DEVELOPMENT COMMISSION FOR THE CY BOOSTER STATION REPLACEMENT PROJECT.

WHEREAS, the City of Casper desires to replace the existing CY Booster Station in east Casper; and,

WHEREAS, the City of Casper recognizes the need for this project and accepts the impacts of this project; and,

WHEREAS, the City of Casper retail and wholesale water usage is 100% metered; and,

WHEREAS, the Wyoming Water Development Commission (WWDC) has made available grants and loans for the purpose of assisting entities such as Casper on this project; and,

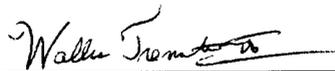
WHEREAS, the WWDC requires a One Thousand Dollar (\$1,000) filing fee to accompany the grant application, seventy five percent of which is refundable if the grant application is denied.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council hereby authorizes submission of a Level III application in the amount of Seven Hundred Sixty-Two Thousand Two Hundred Two Dollars (\$762,202) for a 67% grant to the Wyoming Water Development Commission for the CY Booster Station Replacement Project.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to pay the filing fee of One Thousand Dollars (\$1,000) to the WWDC for the grant application.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 30, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Cindie Langston, Solid Waste Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Agreement with SCS Field Services
Casper Balefill, Gas Collection and Control System Project, No. 12-11

Recommendation:

That Council, by resolution, authorize an agreement with SCS Field Services, for the Casper Balefill, Gas Collection and Control System Project, No. 12-11, in the amount of \$1,588,850. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$158,850, for a total project amount of \$1,747,700.

Summary:

On Thursday, June 30, 2016, six (6) bids were received from contractors to construct a methane gas collection system as part of Casper Balefill, Gas Collection and Control System Project. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Landfill Drilling & Piping Specialists, LLC	Waunakee, Wisconsin	\$1,585,277.50
SCS Field Services	Long Beach, California	\$1,588,850.00
CB&I Environmental & Infrastructure, Inc.	Baton Rouge, Louisiana	\$1,666,447.00
Tri Con Works, LLC	Houston, Texas	\$1,778,363.50
American Environmental Group, Ltd.	Richfield, Ohio	\$1,997,115.00
Landmarc Environmental Systems	Naperville, Illinois	\$2,100,855.00

By State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from out-of-state Contractors, no bid preference was granted.

The estimate prepared by the City's Consulting Engineer, Golder & Associates (Golder), was \$2,000,000.

All Bidders were required to provide written documentation and references of prior work experience with their bids to meet several prequalification criteria. These included past experience, a list of references, and contractor qualification.

Based upon the prequalification criteria, and after review of the six bids and qualification information received, Golder has determined that the bid from Landfill Drilling & Piping Specialists, LLC (LDPS) does not meet the prequalification requirements. Specifically, LDPS did not adequately demonstrate that they have successfully completed a minimum of three (3) successful flare station installations and start-ups within the last ten (10) years; nor did they submit qualifications of their air emissions source test consultant, demonstrating that the proposed analytical laboratory has the required state and federal accreditations.

SCS Field Services did meet all the prequalification criteria; Golder recommends award of the work to SCS Field Services as the lowest qualified bidder.

The project includes construction of a landfill gas collection and control system at the Casper Balefill. The system will collect ground-generated gas through interconnected wells and piping and treat the gas with a blower skid, thermal oxidation enclosed ground flare and condensation collection and discharge system.

In 2015, the City of Casper entered into the Wyoming Department of Environmental Quality's remediation program to fund the landfill improvement projects, including the Casper Balefill, Gas Collection and Control System Project. Through the program, the state is required to fund 100% percent of all remediation activities through reimbursement.

Funding for this project will be from FY16 Solid Waste Reserves with 100% of the project to be reimbursed by the State's Landfill Remediation Program.

The Agreement and resolution are 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, hereinafter referred to as the "OWNER," and SCS Field Services, 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City of Casper desires to install a gas collection and control system at the Casper Balefill; and,

WHEREAS, SCS Field Services is able and willing to provide those services specified as the CASPER BALEFILL GAS COLLECTION AND CONTROL SYSTEM CONSTRUCTION, PROJECT 12-11.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

CONTRACTOR shall perform all the work required by the Contract Documents for completion of the CASPER BALEFILL, GAS COLLECTION AND CONTROL SYSTEM CONSTRUCTION, PROJECT 12-11, hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

The Work has been designed by Golder Associates Inc. (Lakewood, Colorado). For the purposes of contract administration, Golder Associates Inc. is hereinafter referred to as the "ENGINEER" and Peak Laboratories, Inc. as the OWNER'S REPRESENTATIVE and both will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER and OWNER'S REPRESENTATIVE in the Contract Documents, respectively, in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially complete (defined in the General Conditions) within 240 calendar days of the date the contract commences to run, (by April 30, 2017), and ready for final payment in accordance with Article 14 of the General Conditions no later than 260 calendar days from the date the contract commences to run, not including necessary winter shutdowns (by May 20, 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 Two Thousand Dollars (\$2,000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for

completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, OWNER shall pay CONTRACTOR in current funds a not-to-exceed total contract price of One Million Five Hundred Eighty-Eight Thousand Eight Hundred Fifty and 00/100 Dollars (\$1,588,850.00), subject to additions and deductions by Change Order approved by the OWNER. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Unit Price Bid Schedule and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. 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
 - 5.1.1 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.
 - 5.1.2.1 Contractor may designate an interest bearing account for retainage in accordance with W.S. 16-6-702, -704, and -705.
 - 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.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, ENGINEER shall recommend payment and present CONTRACTOR's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

5.3.1 Final payment will not be made until the requirements of W.S. 16-6-116, 16-6-117, and 15-1-113(h) are met.

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 (All pages inclusive).
- 8.2 Bid Form and Unit Price Bid Schedule.
- 8.3 Addenda Numbers One (1) Through Four (4).
- 8.4 Performance and Payment Bonds.
- 8.5 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.6 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.7 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.8 Technical Specifications consisting of: Division 1 – General Requirements; Division 2 - Site Construction; Division 3 – Concrete; Division 9 – Finishes; Division 11 – Equipment, Division 15 – Mechanical; Division 16 – Electrical.
- 8.9 Notice of Award.
- 8.10 Notice to Proceed.
- 8.11 Contract Drawings, consisting of 12 sheets, with each sheet bearing the following general title: CASPER BALEFILL, GAS COLLECTION AND CONTROL SYSTEM CONSTRUCTION, PROJECT 12-11.
- 8.12 Shop Drawings and other Submittals furnished by CONTRACTOR during performance of the Work and accepted by the OWNER.
- 8.13 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.14 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:

(CASPER BALEFILL GAS COLLECTION AND CONTROL SYSTEM CONSTRUCTION, PROJECT 12-11)



CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Title: Tracey L. Belser, City Clerk

Title: Daniel Sandoval, Mayor



July 14, 2016

Project No. 1655423

Mr. Alex Sveda
Associate Engineer
City of Casper
200 N. David Street
Caspwer, WY 82601

**RE: CASPER BALEFILL GAS COLLECTION AND CONTROL SYSTEM
BID EVALUATION AND RECOMMENDATION OF AWARD**

Dear Mr. Sveda:

Golder Associates Inc. (Golder) has completed a review of the six bids received on June 30, 2016, for the Casper Balefill Gas Collection and Control System construction project. The six bids were received from:

- American Environmental Group, Ltd. Richfield, Ohio
- CB&I Environmental and Infrastructure, Inc. Baton Rouge, Louisiana
- Landfill Drilling & Piping Specialists, LLC Waunakee, Wisconsin
- Landmarc Environmental Systems, LLC Naperville, Illinois
- SCS Field Services Long Beach, California
- TriCon Works LLC Houston, Texas

The following is a summary of the bid totals, including the Engineer's Cost Estimate. A complete tabulation of the bids is attached to this letter as Table 1.

Casper Balefill Gas Collection and Control System Project Bids

Bidder	Bid Amount	Resident Preference
American Environmental Group, Ltd.	\$1,997,115.00	No
CB&I Environmental and Infrastructure, Inc.	\$1,666,447.00	No
Landfill Drilling & Piping Specialists, LLC	\$1,585,277.50	No
Landmarc Environmental Systems, LLC	\$2,069,067.00 *	No
SCS Field Services	\$1,588,850.00	No
TriCon Works LLC	\$1,778,363.50	No
Engineer's Cost Estimate	\$2,122,471.00	N/A

Notes:

*Bid Schedule contained mathematical errors.

\\16\1655423\0100\0110\recom of award 14jul16\1655423 ltr-fnl recommendation of award 14jul16.docx

Golder Associates Inc.
44 Union Boulevard, Suite 300
Lakewood, CO 80228 USA

Tel (303) 980-0540 Fax (303) 985-2080 www.golder.com

Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

Golder, Golder Associates and the GA globe design are trademarks of Golder Associates Corporation



As outlined in Section 3.0 of the Instructions to Bidders, all Bidders were required to provide written documentation and references of prior work experience with their bids to meet several prequalification criteria. Specifically, Section 3.2(B) of the Instructions to Bidders required Bidders to demonstrate the following qualifications:

- “1. The CONTRACTOR shall have successfully completed a minimum of five (5) landfill gas (LFG) collection and control systems (GCCS) within the past ten (10) years, with cumulative contracts value over \$4,000,000. These contracts shall include a minimum of three (3) successful flare station installations and start-ups.
2. The CONTRACTOR shall provide at least three references from the listed GCCS projects including at least two flare stations.
3. The CONTRACTOR shall provide the qualifications of the CONTRACTOR or its subcontractor and at least three references for each of the following areas of construction. Qualifications should include amount of relevant work completed, and applicable certifications of supervisors and technicians:
 - a. LFG well installation. References shall describe equipment used, boring diameter, average depth and production rate for well borings.
 - b. The HDPE Pipe Installer. References shall describe linear feet (lf) of the various HDPE pipe sizes installed. The HDPE Pipe Installer shall have a Quality Control Program and provide with bid.
 - c. The Geomembrane Installer. References shall describe amount of geomembrane installed.
 - d. Air Emissions Source Test Consultant. Bidder shall supply demonstration that analytical laboratory has required state and federal accreditations.”

Of the six bids received on June 30, 2016, Landfill Drilling & Piping Specialists, LLC (LDPS) was the apparent low bidder. Based upon an evaluation of the responsiveness of the six bids, only one bidder, Landmarc Environmental Systems, LLC, satisfied all of the Bid submittal requirements and submitted sufficient qualification information to meet the prequalification criteria. However, the Landmarc Environmental Systems, LLC, was the highest of the six bids received, approximately 31% higher than the apparent low bidder, and the Bid Schedule provided in the bid contained mathematical errors, rendering the Bid nonresponsive. The two lowest bids received were submitted by LDPS (the apparent low bidder) and SCS Field Services (SCS), with 0.2% of the apparent low bid separating the two bids.

Golder shared this initial responsiveness evaluation information with the City of Casper (City) on July 1, 2016, at which point the City instructed Golder to contact the two lowest bidders, LDPS and SCS, to request additional qualifications pursuant to the prequalification criteria. Golder requested that this supplemental qualification information be submitted to the City no later than July 7, 2016.

On July 7, 2016, the City of Casper provided Golder with the supplemental qualification submittals requested on July 1. A review of these additional qualifications is summarized below:

- Landfill Drilling & Piping Specialists, LLC:
 - LDPS provided additional project information (i.e., contract amounts and project descriptions) on 24 GCCS projects completed since 2014.
 - LDPS provided seven GCCS project references, including four identified as involving blower/flare projects. Reference checks of the four references identified as involving blower/flare projects did not substantiate that LDPS meets the prequalification criteria of 3 successful flare station installations and start-ups within the last 10 years. The reference checks indicated that all but one flare project were performed by LDPS's owner under a former company, Terra Engineering and Construction Corp. and did not reflect LDPS experience.
 - LDPS provided qualification and training documentation for HDPE welding.

- LDPS provided a qualifications package for their SVE well drilling subcontract, Inberg-Miller Engineers.
- LDPS provided a Statement of Qualifications from their geosynthetic (geomembrane) installer, Colorado Lining International.
- LDPS acknowledged that they have not selected an air emissions testing consultant for this project and therefore did not submit any qualifications for this area of the work.
- All other prequalification criteria were adequately addressed in LDPS's initial bid submittal.
- SCS Field Services:
 - In addition to the five GCCS project references provided in their initial bid submittal, SCS provided five additional GCCS project references, including 3 flare station projects completed within the last 10 years.
 - SCS provided a Statement of Qualifications from their geosynthetic (geomembrane) installer, FML Linings, Inc.
 - SCS provided a Statement of Qualifications from their air emissions testing consultant Air Pollution Testing, Inc.
 - All other prequalification criteria were adequately addressed in SCS's initial bid submittal.

Based upon the prequalification criteria established for this project, a review of the six bids received on June 30, 2016, and the supplemental qualification information provided by the two lowest bidders on July 7, 2016, and the bid tabulation presented herein, it is Golder's interpretation that the apparent low bid from Landfill Drilling & Piping Specialists, LLC does not meet the following prequalification requirements of Section 3.0 of the Instructions to Bidders to be considered a responsive bid:

- The Bidder did not adequately demonstrate that they have successfully completed a minimum of 3 successful flare station installations and start-ups within the last 10 years; and
- The Bidder did not submit qualifications of their air emissions source test consultant demonstrating that the proposed analytical laboratory has the required state and federal accreditations.

Therefore, Golder found the bid proposal submitted by SCS Field Services to be lowest and responsive by competitive bid and recommends that the City of Casper contract with SCS Field Services for the Casper Bafill Gas Collection and Control Project. The Contract Price to be made part of the Agreement between the City of Casper and SCS Field Services shall be for the amount of \$1,588,850.00.

If you have any questions or wish to discuss this recommendation, please feel free to contact the undersigned at (303) 980-0540.

Sincerely,

GOLDER ASSOCIATES INC.



Jeff Rusch, PE
Senior Engineer



Mark McClain, PE
Principal

Attachment: Table 1 – Bid Tabulations

JAR/MEM/ap

RESOLUTION NO.16-199

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SCS FIELD SERVICES, FOR THE CASPER BALEFILL, LANDFILL GAS COLLECTION AND CONTROL SYSTEM PROJECT.

WHEREAS, the City of Casper desires to construct a landfill gas collection system at the Casper Balefill, located at 1715 Bryan Stock Trail; and,

WHEREAS, SCS Field Services, is able and willing to provide those services specified as the Gas Collection and Control System Construction Project, No. 12-11; 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 Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with SCS Field Services, for those services, in the amount of One Million Five Hundred Eighty-Eight Thousand Eight Hundred Fifty and 00/100 Dollars (\$1,588,850.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Million Five Hundred Eighty-Eight Thousand Eight Hundred Fifty and 00/100 Dollars (\$1,588,850.00), and One Hundred Fifty-Eight Thousand Eight Hundred Fifty and 00/100 Dollars (\$158,850.00) for a construction contingency account, for a total project amount of One Million Seven Hundred Forty Seven Thousand Seven Hundred and 00/100 Dollars (\$1,747,700.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

July 14, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Andrew Colling, Engineering Technician

SUBJECT: Carr Coatings, LLC
Golf Course Water Storage Tank Painting Project 16-014

Recommendation:

That Council, by resolution, authorize an agreement with Carr Coatings, LLC, for the Golf Course Water Storage Tank Painting, Project No. 16-014, in the amount of \$167,947, and a contingency amount of \$20,000, for a total contract amount of \$187,947.

Summary:

On July 14, 2016, the City of Casper received five (5) bids for the Golf Course Water Storage Tank Painting. The bids received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Carr Coatings	Lovell, WY	\$167,947
Wyoming Power Wash	Mills, WY	\$193,317
American Pipeline Services	Aurora, CO	\$209,777
Principle Industrial Services	Dallas, TX	\$294,250
MMI Tank & Industrial	Phoenix, AZ	\$311,000

The engineer's estimate was \$160,000, with the low bid received at \$167,947. Adding a construction contingency amount of \$20,000 will bring the total contract amount to \$187,947. By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state Contractor, no bid preference was granted.

The project includes surface preparation and re-coating of both the interior and exterior of the Golf Course Water Storage Tank.

Funding for this project will be from FY16 Water Fund Reserves allocated to Improvements other than Buildings.

The Agreement and the resolution are 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 Carr Coatings, LLC, PO Box 458, Lovell, Wyoming, 82431, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to re-coat the interior and exterior surfaces of the Golf Course potable water storage tank and,

WHEREAS, Carr Coatings, LLC, is able and willing to provide those services specified as the Golf Course Water Storage Tank Painting Project No. 16-014.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Golf Course Water Storage Tank Painting Project No. 16-014, 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 October 31, 2016 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 11, 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 One Hundred Sixty-Seven Thousand Nine Hundred Forty-Seven Dollars (\$167,947). 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 5.2, Final Payment.
 - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit

policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 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 Bid Schedule (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:

Golf Course Water Storage Tank Painting Project No. 16-014
- 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 _____, 2016.

APPROVED AS TO FORM:

Walter Tremblay

ATTEST:

By: _____

Title: _____

CONTRACTOR:

Carr Coatings, LLC

By: _____

Title: _____

ATTEST:

By: _____

Tracey L. Belser

Title: City Clerk

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

Daniel Sandoval

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: **City of Casper**
 Golf Course Water Storage Tank Painting
 Project No. 16-014

THIS BID SUBMITTED TO: City of Casper
 200 North David Street
 Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by October 31, 2016, and completed and ready for final payment not later than November 11, 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: \$ \$167,947.00

TOTAL BASE BID, IN WORDS: One Hundred Sixty Seven Thousand, Nine Hundred Forty Seven DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Carr Coatings, LLC
PO Box 458
Lovell, WY 82431

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 July 12, 2016.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Carr Coatings, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Chad Carr - Sole Member (seal)

(Title)

(Seal)

Attest: *Chad Carr*

Business Address: PO Box 458
Lovell, WY 82431

Phone Number: (307)548-2677

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID SCHEDULE
GOLF COURSE WATER STORAGE TANK PAINTING
PROJECT NO. 16-014**

Bid Date: July 13, 2016

COMPANY NAME: Carr Coatings, LLC

ADDRESS: PO Box 458 Lovell, WY 82431

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 items.

LS = Lump Sum

ITEM NO.	BASE BID SCHEDULE			
	DESCRIPTION	UNIT	QUANTITY	TOTAL COST
1	Surface preparation and painting of the INTERIOR of approximately 600,000 gallon (48' dia. x 48' height) potable water storage tank.	LS	1	\$97,650.00
2	Surface preparation and painting of the EXTERIOR of approximately 600,000 gallon (48' dia. x 48' height) potable water storage tank.	LS	1	\$59,960.00
3	Remove and replace existing man way with swing in type man way.	LS	1	\$6,237.00
4	Remove and replace existing roof vent.	LS	1	\$4,100.00
TOTAL BASE BID (SUM OF ITEMS 1 - 4)				\$167,947.00

Total Base Bid in words: One Hundred Sixty Seven Thousand, Nine Hundred Forty Seven Dollars

Bid submitted by: Carr Coatings, LLC

(Individual, Partnership, Corporation or Joint-venture)

RESOLUTION NO. 16-200

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CARR COATINGS, LLC, FOR THE GOLF COURSE WATER STORAGE TANK PAINTING PROJECT.

WHEREAS, the City of Casper desires to re-paint the interior and exterior of the Golf Course Water Storage tank; and,

WHEREAS, Carr Coatings, LLC is able and willing to provide those services specified as the Golf Course Water Storage Tank Project No. 16-014; 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 Twenty Thousand Dollars (\$20,000) and other project administration related change orders that do not substantially alter the scope of the project.

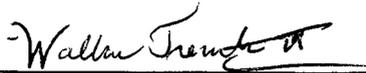
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Carr Coatings, LLC, for those services, in the amount of One Hundred Sixty-Seven Thousand Nine Hundred Forty-Seven and 00/100 Dollars (\$167,947).

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 One Hundred Sixty-Seven Thousand Nine Hundred Forty-Seven and 00/100 Dollars (\$167,947) and Twenty Thousand and 00/100 Dollars (\$20,000) for a construction contingency fund, for a total price of One Hundred Eighty-Seven Thousand Nine Hundred Forty-Seven Dollars (\$187,947).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



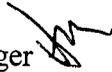
ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

July 18, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Change Order No. 6 with ITC Electrical Technologies
Wastewater Treatment Plant PLC Upgrades, Project No. 13-67

Recommendation:

That City Council, by resolution, authorize Change Order No. 6 for a price increase of \$26,339.00 and a time extension of eighteen (18) days for the installation of twelve (12) new discrete Fresnel transform (DFNT) communication modules for proper operation of remote lift stations and meter stations.

Summary:

ITC is under contract to replace all of the programmable logic controllers (PLC's), servers, hardware and software, and install new fiber optic cable for a complete, up-to-date plant controls system. The existing equipment is obsolete, and replacement parts are becoming nearly impossible to find and purchase. Construction of the improvements is to be substantially completed by late July of 2016.

The purpose of Change Order No. 6 is to install new DFNT modules that are compatible with the specified PLC's for the remote sites. The design included a PLC model that was discontinued after the construction contract was completed and materials purchasing began. A different, newer PLC had to be selected for installation, and the newer models do not support the serial modem connection on existing modems. Installing DFNT modules allows for the necessary communications conversion between the new PLC and the older modem in the most cost effective way. The City's engineering Consultant has reviewed this request and feels that the addition of this work at a total cost of \$26,339.00 is reasonable. The project completion deadlines will be extended by eighteen (18) days with approval of Change Order No. 6.

Change Order No. 6 will reduce the contingency funds for this project from \$41,388.15 down to \$15,049.15.

The Change Order and resolution are prepared for Council's consideration.

CHANGE ORDER NO. 6 For Contract between Owner and Contractor

Project Name: WWTP PLC Upgrades BMcD Project No. 78807
 Owner: City of Casper Client Project No. 13-67
 Contractor: ITC Electrical Technologies Contract No. 13-67

The below noted modification(s) to subject Contract are directed by Owner and accepted by Contractor (any applicable attachments are specifically identified):

Burns & McDonnell recommends accepting the attached changed order (ITC CO-009). The change order requests increase to the contract price to install DFNT modules at remote PLC locations and PLC 00. This change order request includes testing functionality of DFNT modules and all install costs. 0 days contract time extension is associated with this change order.

As a result of the modification(s) described above:

The revised Contract Price is:

Original Contract Price	\$ <u>633,950</u>
Total net amount of all previous Change Orders	(+ or -) \$ <u>24,661.85</u>
Total net amount of all previous variable quantity adjustments	(+ or -) \$ <u>0.00</u>
Total net amount of this Change Order.....	(+ or -) \$ <u>26,339.00</u>
Current Contract Price, including this Change Order.....	\$ <u>684,950.85</u>

The revised Contract Time is:

	<u>Substantial Completion</u>	<u>Ready for Final Payment</u>
Original Completion Date(s).....	<u>June 26, 2016</u>	<u>July 15, 2016</u>
Total net time adjustment* of all previous Change Orders(+ or -)	<u>18</u>	<u>18</u>
Total net time adjustment* of this Change Order.....(+ or -)	<u>0</u>	<u>0</u>
* Time adjustment is specified in: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar Days <input type="checkbox"/> Other _____		
Current Completion Date(s), including this Change Order	<u>July 14, 2016</u>	<u>August 4, 2016</u>

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

BURNS MCDONNELL

01-05-2015 Form CO-2

OWNER

CONTRACTOR

City of Casper, Wyoming

ITC Electrical Technologies

By _____

By 

Date _____

Date 7/18/2016

The conditions of the Change Order are noted for compliance and payment.

BURNS & MCDONNELL

By 

Digitally signed by Kevin Sparrow
DN: cn=Kevin Sparrow, o=Burns & McDonnell,
ou, email=ksparrow@burnsmcd.com, c=US
Date: 2016.07.15 15:04:06 -0600

Date 7/15/2016



July 15, 2016

Scott Baxter, P.E.
Project Manager
City of Casper
200 N. David Street
Casper, WY 82601

Re: City of Casper WWTP PLC Upgrades – Change Order No. 6

Dear Mr. Baxter:

Burns & McDonnell recommends accepting Change Order No. 6 to the project 13-67 construction contract between the City of Casper and ITC Electrical Technologies. The work covered by the change order is work to test functionality, procure, and install DFNT modules at 11 (eleven) remote sites and PLC 00 in operations building. This work was not identified during the design phase, as the original designed PLC were understood to communicate with the modem with a serial connection. However, during the procurement of PLC the original PLC was discontinued. The new PLC doesn't have a serial connection and therefore a DFNT module is needed to connect the PLC Ethernet to the serial modem. Change order request work consists of: testing functionality of DFNT module before procuring other modules, procure and install 12 DFNT modules, procure and install 12 cables for DFNT module to modem connection. This work was necessary to make the remote site programmable logic controllers communicate back to PLC 00 for plant operation. For this reason, we recommend accepting this change order.

Please see the attached Burns & McDonnell Change Order No. 6 form and ITC Electrical Technologies Change Order Request (CO-009) for more details. I will route a separate transmittal to ITC Electrical Technologies with Change Order Form No. 6 for signature and delivery to you.

Please feel free to call me at 303-474-2276 if you have questions or wish to discuss.

Sincerely,

Kevin Sparrow, P.E.
Project Manager/Project Engineer

KS/ks

Enclosure: Change Order No. 6
ITC COR#009

cc: Erin Neil; Andrew O'Donnell; File

Remote DFNT Modules

Date	Work Performed	Performed By	Labor Hours	Labor \$ per hour	Total Labor Dollars	Materials	Authorized By
4/28/2016	Remote DFNT Comms set up	Jerry Cox	7.5	\$ 80.00	\$ 600.00	N/A	Kevin Sparrow
		Trent Phillips	6	\$ 100.00	\$ 600.00		
4/29/2016	Remote DFNT Comms set up	Jerry Cox	8	\$ 80.00	\$ 640.00	N/A	Kevin Sparrow
		Trent Phillips	8	\$ 100.00	\$ 800.00		
5/2/2016	Troubleshoot DFNT Comms, Tech support	Jerry Cox	7.5	\$ 80.00	\$ 600.00	N/A	Kevin Sparrow
		Trent Phillips	6	\$ 100.00	\$ 600.00		
5/3/2016	Tech Support, Investigate cable pin outs	Jerry Cox	8	\$ 80.00	\$ 640.00	N/A	Kevin Sparrow
5/4/2016	Make cable and test DFNT functionality	Jerry Cox	8	\$ 80.00	\$ 640.00	N/A	Kevin Sparrow
6/6/2016	Order DFNT modules and cable, Prepare Change order	Jerrod Pesek	8	\$ 120.00	\$ 960.00	N/A	Kevin Sparrow

Total	67	\$ 6,080.00
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Materials

Date	Materials/Equipment	Quantity	Cost	Shipping	Total
5/31/2016	PT 5201 DFNT-DFCM Comm Module/Shipping	12	\$ 1,648.75	\$ 133.79	\$ 19,918.79
5/31/2016	Cables from DFNT to PLC	12	\$ 28.36	N/A	\$ 340.32

Total	\$ 1,677.11	\$ 126.35	\$ 20,259.11
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Grand Total \$ 26,339.11



Change Order

Remote site DFNT communications modules

ITC Electrical Technologies

4630 E. Magnolia
Casper, WY 82604
Phone: 307-234-3544
Website: www.itcet.com

Burns & McDonnell
9785 Maroon Circle
Suite 400
Centennial, CO 80112

3 June 2016
Job ID: ITC-2015-0157

Attention: Kevin Sparrow

Re: Change Order CO-009 for: Remote site DFNT procurment

We are pleased to quote on the above Change Request (CO-009) as follows.

1. Procure and install 11 DFNT modules for remote PLC locations and 1 DFNT module for PLC-00.
2. Procure and install 12 cables for DFNT to modem connection.
3. Price includes testing functionality of DFNT before procuring other modules.

We reserve the right to correct this quote for errors and or omissions. All wiring to meet the requirements of the 2014 National Electrical Code.

Change Order Amount: \$26,339.00

The Change Order expires on N/A

We request an additional 0 days be added to the completion date of the project.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Pesek', is written over a solid horizontal line.

Jerrod Pesek
ITC Electrical Technologies

BURNS & McDONNELL

100106 Form GCO-12

To	<u>ITC Electrical Technologies</u>	Date	<u>July 15, 2016</u>	Page 1 of 1
	<u>4630 E. Magnolia St.</u>	Client	<u>City of Casper, WY</u>	
	<u>Casper, WY 82604</u>			
	<u>307-234-3544</u>	Project No.	<u>78807</u>	
Attention	<u>Jerrod Pesek</u>			

We are enclosing the following change order documents:

- ITC Electrical Technologies (ITC) Changer Order CO-009 for the Remote site DFNT procurement
- Burns & McDonnell Change Order No. 6

Please print and sign the Burns & McDonnell Change Order No. 6. Scan the signed form and return an electronic copy to Burns & McDonnell using the email address apodonnell@burnsmcd.com. Provide original signed copy to Scott Baxter.

By: Andrew O'Donnell

cc: File
Scott Baxter – City of Casper
Kevin Sparrow – Burns & McDonnell

RESOLUTION NO.16-201

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 6 TO THE AGREEMENT WITH ITC ELECTRICAL TECHNOLOGIES, FOR DFNT REMOTE SITE COMMUNICATIONS MODULES FOR THE SAM H. HOBBS REGIONAL WASTEWATER TREATMENT FACILITY PLC UPGRADES, PROJECT NO. 13-67.

WHEREAS, the City of Casper desires to change the scope of work and related compensation for installation of new discrete Fresnel transform (DFNT) communications modules for the Sam H. Hobbs Regional Wastewater Treatment Facility PLC Upgrades, Project No. 13-67; and,

WHEREAS, ITC Electrical Technologies, is able and willing to provide those services, specified as Change Order No. 6 to the agreement for installation of new DFNT communications modules for the Sam H. Hobbs Regional Wastewater Treatment Facility PLC Upgrades, Project No. 13-67, and further described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 6 to the agreement with ITC Electrical Technologies, for installation of new DFNT communications modules for the Sam H. Hobbs Regional Wastewater Treatment Facility PLC Upgrades, Project No. 13-67, for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total Change Order No. 6 amount not to exceed Twenty-Six Thousand, Three Hundred Thirty-Nine Dollars (\$26,339.00), for a total price not to exceed Six Hundred Eighty-Four Thousand, Nine Hundred Fifty and 85/100 Dollars (\$684,950.85).

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

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

July 20, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Asst. Public Utilities Manager

SUBJECT: Contract for Auxiliary Water Service with the Town of Evansville

Recommendation:

That Council, by resolution, authorize a Contract for Auxiliary Water Service Between the City of Casper and the Town of Evansville.

Summary:

The Town of Evansville desires to construct an auxiliary connection between their water distribution system and the City of Casper water distribution system to be used in emergencies. This connection would be used in times of emergencies such as if the Evansville water treatment plant or booster station became inoperable. Evansville has received a grant from the Wyoming Water Development Commission to construct this auxiliary connection.

The closest and most economical connection between the Evansville water distribution system and the Casper water distribution system is through the Home Depot water distribution system. The City assumed ownership of the Home Depot water distribution system in July. It is now possible for Evansville to construct an auxiliary connection directly between the Casper water distribution system and the Evansville water distribution system.

Casper will have no responsibility for the delivered water quality, quantity, method of distribution, or delivery to Evansville's customers, or operation and maintenance of Evansville's water distribution system. Evansville will be responsible for all construction and expenses associated with the auxiliary connection including the connection to the Casper water distribution system. Evansville will construct, own, operate, and maintain all ancillary equipment necessary for the connection.

For emergency water volume, the emergency water service rate will be the same rate as that paid by other wholesale water users connected to Casper Transmission Lines.

The Contract and resolution are prepared for Council's consideration.

**CONTRACT FOR EMERGENCY WATER
SERVICE BETWEEN THE CITY OF CASPER
AND THE TOWN OF EVANSVILLE**

THIS AGREEMENT is made, dated, and signed this ____ day of _____, 2016 by and between the City of Casper, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “Casper”, and the Town of Evansville, P.O. Box 158, 235 Curtis Street, Evansville, Wyoming 82636, hereinafter referred to as “Evansville.”

WITNESSETH:

WHEREAS, The Town of Evansville desires to construct a connection between the City of Casper water distribution system and the Town of Evansville water distribution system for use in times of emergencies with its water system; and,

WHEREAS, Evansville has received a grant from the Wyoming Water Development Commission to construct this emergency connection; and,

WHEREAS, the closest and most economical connection between the Evansville water distribution system and the Casper water distribution system is through the Home Depot, U.S.A., Inc. Store #6001 water distribution system; and,

WHEREAS, the City recently assumed ownership of the Home Depot, U.S.A., Inc. Store #6001 water distribution system, as shown and set forth on Exhibit A; and,

WHEREAS, it is now possible for Evansville to construct a connection directly between the Home Depot, U.S.A., Inc. Store #6001 water distribution system and the Evansville water distribution system for Evansville’s use due to emergencies involving its water system.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is acknowledged, it is agreed as follows:

1. Casper agrees to provide emergency water service to Evansville, pursuant to the terms of this Agreement, for its use in times of emergencies within the Evansville water system.
2. Emergency water service shall mean the delivery of water to Evansville due to an emergency failure in its water distribution system by which Evansville is unable, without un-reasonable efforts, to deliver water to its residents. In this event, water shall be made available to Evansville pursuant to the terms of this Agreement during the time of such emergency.

3. Casper shall own, operate, and maintain the valve on the connection to its water distribution system. Casper shall have no responsibility beyond the emergency water connection between the Home Depot, U.S.A., Inc. Store #6001 water distribution system and the Evansville water distribution system. Evansville shall own, operate, and maintain the water transmission line downstream of this valve. The valve and downstream water transmission line will be on Home Depot, U.S.A., Inc. Store #6001 property, and will be connected to Home Depot, U.S.A., Inc. Store #6001 water distribution system at a point shown on Exhibit A attached hereto.

The Town of Evansville shall construct, own, operate, and maintain all ancillary equipment necessary for this emergency connection. This includes but is not limited to a magnetic flow meter, single check valve, and all other necessary equipment for Evansville to serve its customers. The Town of Evansville shall also provide a service building for the containment of the ancillary equipment. Because this service is only for emergencies within the Evansville water system, no SCADA or telemetry of meter readings is necessary to Casper.

4. Casper agrees to use its best efforts to furnish Evansville, during times of emergencies, water in the amount available for distribution through the Home Depot, U.S.A., Inc. Store #6001 water distribution system. In times of water shortages due to supply, diversion, treatment, pumping or other problems, Casper agrees to treat Evansville equitably with any other outside-city water customer in the delivery of water. Casper shall have no responsibility for the delivered water quality, quantity, method of distribution, or delivery to Evansville's customers, or for the operation and maintenance of Evansville's water distribution system.

Casper does not warrant its ability to furnish water, or its ability to furnish treated water of sufficient quality in accordance to Environmental Protection Agency standards to Evansville at all times.

Temporary or partial failures to deliver water through the Home Depot, U.S.A., Inc. Store #6001 water distribution system will be remedied as quickly as possible by Casper.

Evansville shall be responsible for all construction of and the expenses associated with this emergency connection to the Home Depot, U.S.A., Inc. Store #6001 water distribution system.

5. Evansville shall contact Casper representatives at the Regional Water System Water Treatment Plant when it needs to use emergency water. Casper representatives shall turn on the valve between the systems and turn off the valve when the emergency is over. Casper shall not, at any time, be obligated to deliver to Evansville more than five hundred thousand (500,000) gallons in any single calendar day at a flow rate of not more than seven hundred fifty (750) gallons per minute during the months of October through April. During the months of May through September, Casper shall not be obligated, at any time, to deliver to Evansville more than one million (1,000,000)

gallons in any single calendar day at a flow rate of not more than one thousand (1,000) gallons per minute.

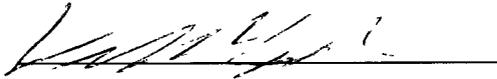
6. When emergency water is used by Evansville, Evansville and Casper shall jointly read the water meter after the emergency is over and the emergency connection is turned off by Casper. If the emergency water connection is used for longer periods of time (end of one month to another month), the meter shall be read at the end of each month and then again after the emergency is over.
10. For emergency water volume, the emergency water service rate to be paid by Evansville to Casper shall be the same rate as that paid by water districts, water companies, homeowner association, and water user associations connected to Casper Transmission Lines. This rate is the wholesale water rate that the City pays for wholesale water from the Central Wyoming Regional Water System Joint Powers Board, plus the direct costs calculated by the City's Public Utilities Division for wholesale water connections to the City's transmission lines, which costs are defined as follows: water rights allowance, water transmission operation and maintenance cost, water transmission depreciation cost, meter services operation and maintenance cost, transmission system debt service, administration and overhead, and an emergency fund. Evansville shall be given forty-five (45) days' notice of rate adjustments by the City.
11. Casper will bill Evansville at the end of each month in which emergency water has been provided to Evansville, and Evansville shall pay the billing within thirty (30) days following receipt. Should Evansville fail, neglect, or refuse to pay said bill within thirty (30) days after its due date, the City shall have the right to terminate emergency water service under this Agreement and charge other costs as it does to other customers of the City who have not paid their water bill.
12. Because this is an emergency connection only, Evansville shall not have to pay to Casper any system investment charges for water.
13. This Agreement shall be binding upon Casper and Evansville and their successors in interest and assigns. Evansville may not assign this Agreement or any of its rights or obligations hereunder without prior written approval of the City, which approval shall not be unreasonably withheld.
14. 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.

15. Neither Casper nor Evansville waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et. seq.*, and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claim Act.
16. This is the entire agreement of the parties. All verbal or other understandings or agreements are incorporated herein. This agreement may only be amended in writing signed by both parties.
17. The term of this Agreement shall be for ten (10) years, and shall automatically renew for 10-year terms thereafter. PROVIDED, HOWEVER, Either Party may terminate this Agreement, during any term thereof, by giving the other Party written notice of such termination at least one hundred and eighty (180) days prior to the date of such termination.

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

APPROVED AS TO FORM:



ATTEST:

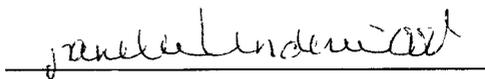
CITY OF CASPER, WYOMING
A Municipal Corporation

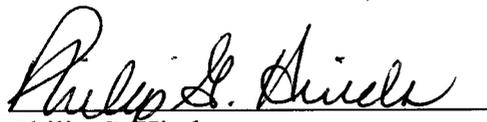
Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

ATTEST:

TOWN OF EVANSVILLE, WYOMING

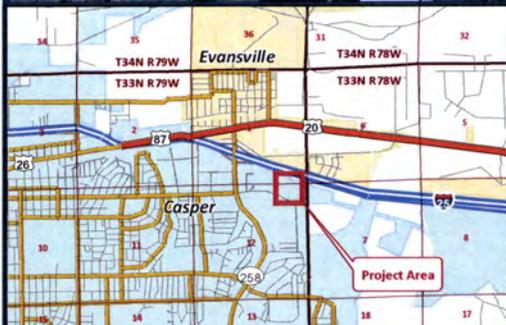
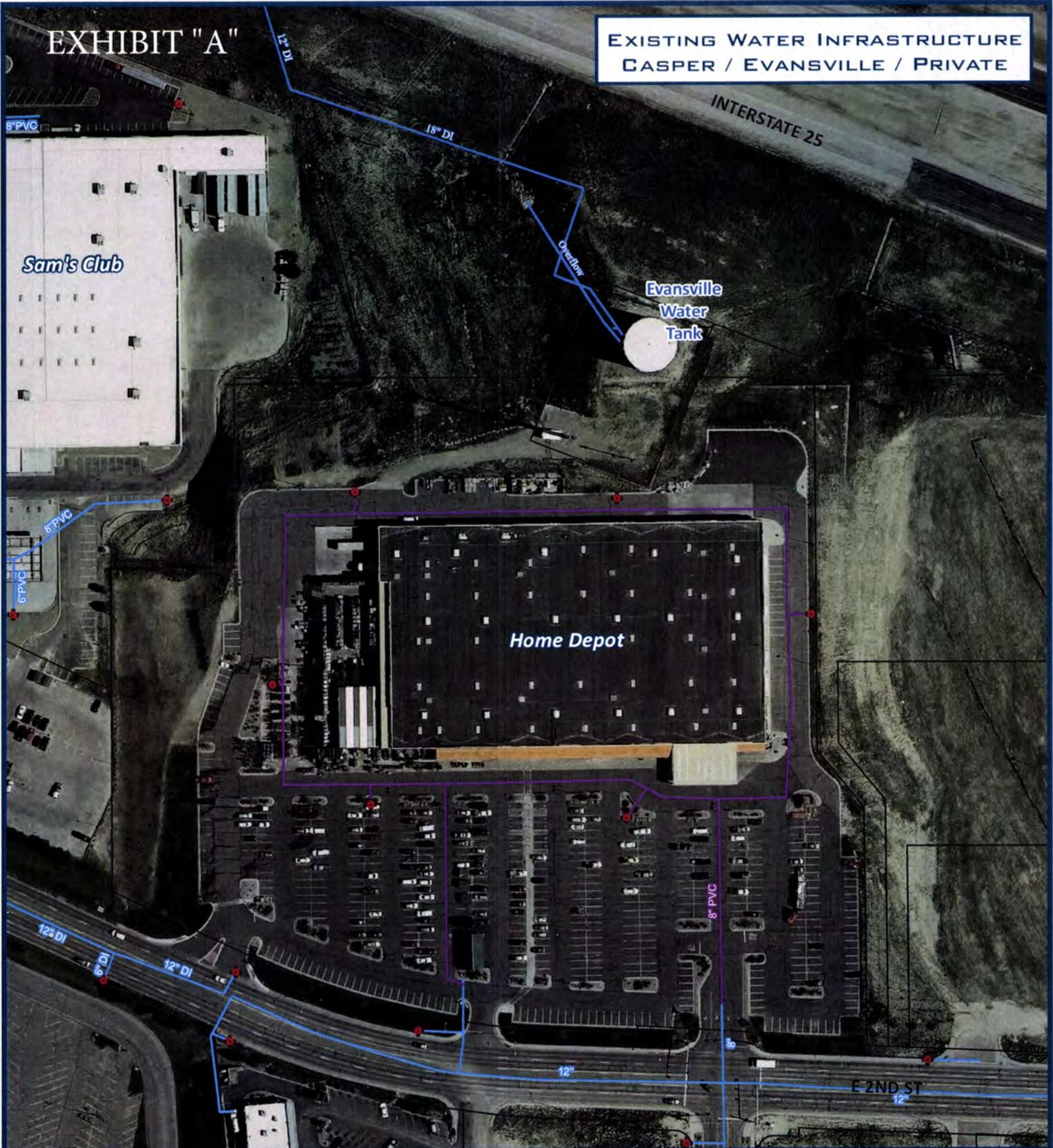




Philip G. Hinds
Mayor

EXHIBIT "A"

EXISTING WATER INFRASTRUCTURE CASPER / EVANSVILLE / PRIVATE

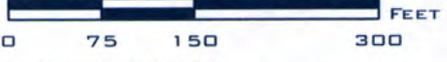


-  PARCEL
-  WATER LINE (TOWN OF EVANSVILLE)
-  WATER LINE (CITY OF CASPER)
-  HOME DEPOT WATER LINES
-  HYDRANT





1 INCH = 150 FEET



SOURCE: NHDIG WLC, 2010 AERIAL IMAGERY
 DATE: 2-19-2015 BY: BSW
 PATH: N:\CLIENT\TOWN OF EVANSVILLE\15277 - TOWN OF EVANSVILLE- EVANSVILLE EMERGENCY WATER CONNECTION\GIS\map\EVANSVILLE_EMERGENCY_WATER_CONNECT_20150219.mxd
 THIS DOCUMENT CONTAINS INFORMATION PREPARED BY OTHERS. WLC HAS NOT VERIFIED THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION. WLC SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED AS A RESULT OF ERRONEOUS INFORMATION PROVIDED BY OTHERS, AND WLC CAN NOT AND DOES NOT WARRANT THEIR ACCURACY. ANY USER OF THIS INFORMATION AGREES TO WAIVE ALL CLAIMS AGAINST WLC ARISING FROM THE SERVICES PERFORMED BY WLC.

RESOLUTION NO. 16-202

A RESOLUTION AUTHORIZING A CONTRACT FOR EMERGENCY WATER SERVICE BETWEEN THE CITY OF CASPER AND THE TOWN OF EVANSVILLE.

WHEREAS, The Town of Evansville desires to construct a connection between the City of Casper water distribution system and the Town of Evansville water distribution system for use in times of emergencies involving the Town of Evansville water system; and,

WHEREAS, Evansville has received a grant from the Wyoming Water Development Commission to construct this emergency connection; and,

WHEREAS, the closest and most economical connection between the Evansville water distribution system and the Casper water distribution system is through the Home Depot, U.S.A., Inc. Store #6001 water distribution system; and,

WHEREAS, the City recently assumed ownership of the Home Depot, U.S.A., Inc. Store #6001 water distribution system; and,

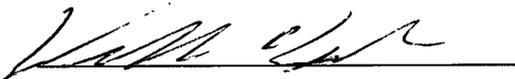
WHEREAS, it is now possible for Evansville to construct a connection directly between the Casper water distribution system and the Evansville water distribution system for emergency use; and,

WHEREAS, providing emergency water service to the Town of Evansville is in the best interest of all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract For Emergency Water Service Between the City of Casper and the Town of Evansville.

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

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

July 22, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Easements for East Casper Zone III Water System Improvements

Recommendation:

That Council, by resolution, accept four (4) 30-foot right-of-way easements from landowners in East Casper in the amount of \$11,940.01, as part of the East Casper Zone III Water System Improvements Project.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

The four right-of-way easements are necessary for the installation of a 16-inch water transmission main across land from Casper Mountain Road to Country Club Road, approximately 11,483 linear feet.

A total of nine (9) easements with property owners for acquiring land were required for this project. Five (5) were approved by Council earlier this year. The table below shows the associated compensations determined from assessed land values and approximate acquired land areas for the final four easements.

LANDOWNER	EASEMENT COMPENSATION	ACRES
C.E. Swinney, LLC	\$10,711.08	4.38
CW Corner, LLC	\$0.00	0.15
Country Club Village Partnership	\$728.93	2.16
Peter Nam Yim Choi, Lin Li Pun Choi, Ling Ah Pun, and May Fong To	500.00	0.20
TOTAL	\$11,940.01	

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone III Water System Improvements.

Four easements and resolutions are prepared for Council's consideration.

RIGHT OF WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. C.E. Swinney, LLC, a Wyoming limited liability company, whose address is P.O. Box 50723, Casper, Wyoming, 82605 (herein referred to as "Grantors"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and appurtenances for water lines (herein referred to as "the Facilities") over, across and under the real properties located within the County of Natrona, Wyoming and legally described on EXHIBITS "A", "C" and "G" and as depicted on EXHIBITS "B", "D", "E", "F", "H", and "I" attached hereto and hereinafter referred to as the Easement Properties. Grantor also grants the right of access on and along the Easement Properties for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Properties.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, construction, inspecting, operating, maintaining, and replacing the water lines located on the Easement Properties to pre-existing conditions, or better.

3. The existing barbed wire fence along the south line of the Easement Property, shown on Exhibits "D" and "E" is currently located north of the Grantors ownership line. This fence, which is approximately 3000 feet in length, is to be removed and relocated on the ownership line during construction of the water main.

4. At all times during construction of repair of the Facilities, temporary horse-safe fencing shall be installed in any area where fencing will be taken down or damaged, and once work is complete, the original fencing shall be restored to its original condition before it was taken down or damaged. In addition, temporary horse-safe fencing shall be installed around any open ditches or holes that exist or are created during construction or repair of the Facilities. Notwithstanding the foregoing, if future development or subdivision makes it obvious that the character or the property has changed such that horse or livestock grazing is not occurring, then this fencing requirement shall not apply.

5. Four water service taps to the new water main will be provided at no cost to the Grantor at locations of their choice along the route of the new water main. All applicable City of Casper fees and installation of the meter pits shall be the responsibility of the Grantor.

6. Grantor reserves unto itself such rights in the Easement Properties for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Properties to such persons and for such purposes as Grantor may elect.

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

8. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

9. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this 28th day of April, 2016.

APPROVED AS TO FORM:

Walter Tremblor Jr

GRANTORS: C.E. Swinney, LLC, a Wyoming limited liability company: Carol E. Swinney, Manager.

Name: Carol E Swinney
Title: Manager

CITY OF CASPER:

By: _____
Name: Daniel Sandoval
Title: Mayor

Attest:

By: _____
Name: Tracey L. Belser
Title: Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2016 by _____ as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

My Commission Expires: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me on this 28 day of APRIL, 2016 by Carol E. Swinney, as the Manager of C.E. Swinney, LLC, a Wyoming limited liability company.

(Seal, if any)




(Signature of notarial officer)

My Commission Expires: 08 / 12 / 2018

EXHIBIT "A"

Legal Description – Water Line Easement

C.E. Swinney, LLC

Two 30.00 foot wide strips of land as perpetual easements for water line purposes located in and being a portion of the NW ¼SW ¼ of Section 23, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Part 1

Commencing at a found 5/8-inch rebar marking the west ¼ corner of said Section 23;

Thence S.00°59'59"E., along the west line of the NW ¼SW ¼ of said Section 23, 787.06 feet to the Point of Beginning of Part 1 of this legal description;

Thence N.88°51'19"E., along the centerline of the strip of land being described herein, 204.12 feet to an angle point in this legal description;

Thence S.81°20'47"E., continuing along the centerline of this strip of land, 193.58 feet to an angle point in this legal description;

Thence N.88°37'02"E., continuing along the centerline of this strip of land, 213.36 feet to an angle point in this legal description;

Thence N.78°58'02"E., continuing along the centerline of this strip of land, 103.06 feet to an angle point in this legal description;

Thence N.33°52'19"E., continuing along the centerline of this strip of land, 127.47 feet to a point being designated as Point "A"

Thence N.33°52'19"E., continuing along the centerline of this strip of land, 220.11 feet to an angle point in this legal description;

Thence N.78°45'32"E., continuing along the centerline of this strip of land, 118.93 feet to an angle point in this legal description;

Thence S.56°47'52"E., continuing along the centerline of this strip of land, 29.26 feet to the Point of Termination of Part 1 of this legal description, said point lies on the northwesterly right-of-way line of Wyoming Boulevard, from which the west ¼ corner of said Section 23 bears N.65°05'54"W, 1166.98 feet.

Part 2

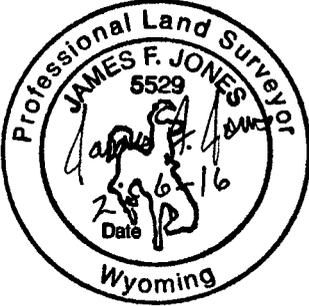
Commencing at Point "A" as described above;

Thence N.56°06'54"W., along the centerline of the strip of land being described herein, 94.83 feet to the Point of Termination of Part 2 of this legal description, said point lies on the southeasterly line of a 1.00 acre tanksite.

The above described strips of land contain 0.90 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 30.00 foot wide temporary construction easement will be required, being located 15.00 feet each side of the perpetual easement described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



REBAR
1/2 22#23

C.E. SWINNEY, LLC
INST. NO. 782790

GALLES STABLES

NW1/4 SW1/4
SEC. 23

S0° 59' 59"E
787.06'

TWO 15.00' TEMPORARY
CONSTRUCTION EASEMENTS

30.00' PERPETUAL
EASEMENT

P.O.B.

30.0'

15.0'

15.0'

N78° 58' 02"E
103.06'

PART 1

N88° 51' 19"E
204.12'

S81° 20' 47"E
193.58'

N88° 37' 02"E
213.36'

N65° 05' 54"W
1166.98'



LEGEND



30' PERPETUAL EASEMENT



30' TEMPORARY
CONSTRUCTION EASEMENT



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



140

Exhibit "B"
30.00' WIDE WATER LINE EASEMENT
CE SWINNEY, LLC

NW1/4 SW1/4 Sec. 23, T.33N., R.79W.
Natrona County, Wyoming

February 3, 2016

W.O. 14-066

EXHIBIT "C"

Legal Description – Water Line Easement

C.E. Swinney, LLC

A 30.00 foot wide strip of land as a perpetual easement for water line purposes located in and being a portion of the N½SW¼, the N½SE¼, and the NE¼SE¼ of Section 23, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibits "D", "E", and "F", and more particularly described by metes and bounds as follows:

Commencing at a found aluminum cap marking the CNSW1/64 corner of said Section 23;

Thence N.84°16'37"W., 121.08 feet to the Point of Beginning of this legal description, said point lies on the southeasterly right-of-way line of Wyoming Boulevard;

Thence N.88°38'40"E., along the centerline of the strip of land being described herein, and along a line that is 15.00 feet north of and parallel with the south line of a parcel of land owned by C.E. Swinney as described in Instrument No. 782790, 1446.71 feet to a point that is located on the north-south centerline of said Section 23;

Thence N.88°38'52"E., continuing along the centerline of this strip of land, and along said parallel line, 1457.26 feet to an angle point in this legal description, said point lies 15.00 feet west of the west line of a 30.00 foot wide Access Road easement described in Instrument No. 984860;

Thence 83.84 feet, along the centerline of this strip of land, along a line that is 15.00 feet west of and parallel with the westerly line of said 30.00 foot wide Access Road easement, and along the arc of a true curve to the right having a radius of 454.99 feet, through a central angle of 10°33'28", said curve having a chord bearing and distance of N.40°32'22"E. and 83.72 feet to a point of tangency;

Thence N.45°49'05"E., continuing along the centerline of this strip of land, and along said parallel line, 745.50 feet to a point of curvature;

Thence 93.02 feet, continuing along the centerline of this strip of land, along said parallel line, and along the arc of a true curve to the left having a radius of 1170.04 feet, through a central angle of 04°33'18", said curve having a chord bearing and distance of N.43°33'00"E. and 92.99 feet to an angle point in this legal description, said point lies 15.00 feet south of and perpendicular to the north line of the NE¼SE¼ of said Section 23;

Thence N.88°09'07"E., continuing along the centerline of this strip of land, and along a line that is 15.00 feet south of and parallel with the north line of the NE¼SE¼ of said Section 23, 127.41 feet to the Point of Termination of this legal description, from which the east ¼ corner of said Section 23 bears N.86°05'46"E, 418.09 feet.

The above described strip of land contains 2.73 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 30.00 foot wide temporary construction easement will be required, being located 30.00 feet north of the first 2903.97 feet of the perpetual easement described above; 30.00 feet west of the next 927.74 feet of the perpetual easement described above, and 30.00 feet south of the final 127.41 feet of the perpetual easement described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



WYOMING BOULEVARD

IRON PIPE
C₄ 23

NE1/4 SW1/4
SEC. 23

C.E. SWINNEY, LLC
INST. NO. 782790

N88° 38' 40"E
1446.71'

AC
CNSW1/64
N84° 16' 37"W
121.08'

30.0'
15.0'
30.0'

30.00' PERPETUAL
EASEMENT
30.00' TEMPORARY
CONSTRUCTION EASEMENT

DONNA WALTER LIVING TRUST

LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT



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

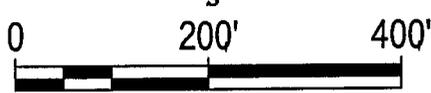


Exhibit "D"
30.00' WIDE WATER LINE EASEMENT
CE SWINNEY, LLC

N¹/₂ SW¹/₄ Sec. 23, T.33N., R.79W.
Natrona County, Wyoming
February 3, 2016
W.O. 14-066

M:\Land 2014\Engr_Dwg\14-066 East 23\Survey Plots\Easements\EASEMENT BASE.dwg, 4/28/2015, Jim

IRON PIPE
C 23

NW1/4 SE1/4
SEC. 23

NE1/4 SE1/4
SEC. 23

C.E. SWINNEY, LLC
INST. NO. 782790

N88° 38' 52"E
1457.26'

AC
CNSE 23

30.0'

15.0'

30.0'

30.00' PERPETUAL
EASEMENT
30.00' TEMPORARY
CONSTRUCTION EASEMENT

DONNA WALTER LIVING TRUST

LEGEND



30' PERPETUAL EASEMENT



30' TEMPORARY
CONSTRUCTION EASEMENT



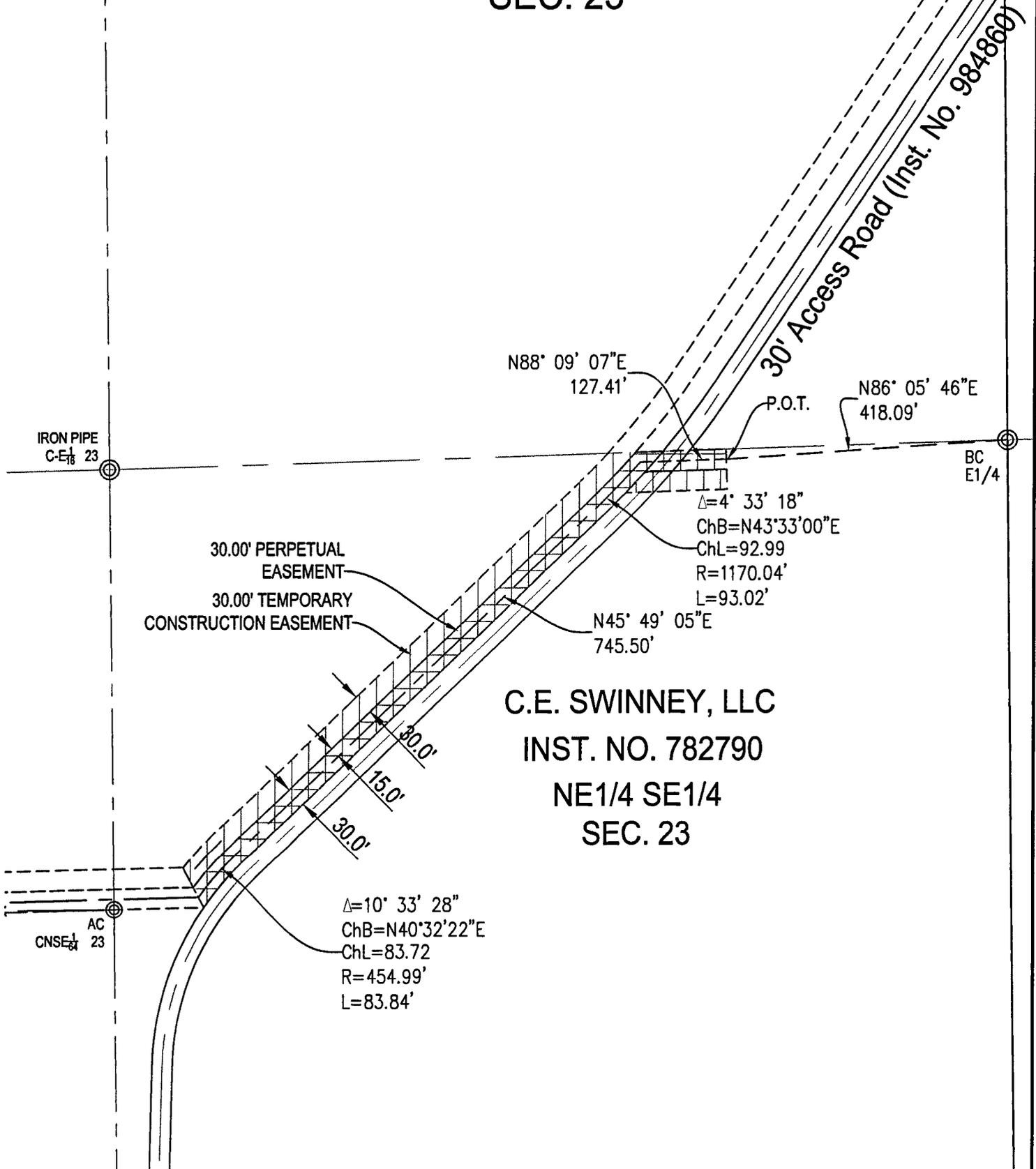
Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



Exhibit "E"
30.00' WIDE WATER LINE EASEMENT
CE SWINNEY, LLC

N¹/₂ SE¹/₄ Sec. 23, T.33N., R.79W.
Natrona County, Wyoming
February 3, 2016
W.O. 14-066

COUNTRY CLUB VILLAGE
SE1/4NE1/4
SEC. 23



LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT



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



Exhibit "F"
30.00' WIDE WATER LINE EASEMENT
CE SWINNEY, LLC
NE¹/₄ SE¹/₄ Sec. 23, T.33N., R.79W.
Natrona County, Wyoming
February 3, 2016
W.O. 14-066

M:\Land 2014\Engr. Dwg\14-066 East Z3\Survey Plats\Easements\EASEMENT BASE.dwg, 4/28/2015, Jim

EXHIBIT "G"

Legal Description – Water Line Easement

C.E. Swinney, LLC

A variable width strip of land as a perpetual easement for water line purposes located in and being a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13, and the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, the centerline being shown on the attached Exhibits "H", and "I", and more particularly described by metes and bounds as follows:

Commencing at a found brass cap marking the southeast corner of said Section 14;

Thence N.21°19'42"E., 1098.06 feet to the Point of Beginning of this legal description, said point lies on the northwesterly right-of-way line of Wyoming Boulevard;

Thence N.47°54'59"W., along the centerline of a 10.00 foot wide strip of land, and along a line that is 5.00 feet south of and parallel with the south line of a 30.00 foot wide water line easement as described in Instrument No. 801147, 58.37 feet to an angle point in this legal description;

Thence N.59°09'59"W., continuing along the centerline of said 10.00 foot wide strip of land, and along said parallel line, 266.82 feet to a point of curvature;

Thence 210.09 feet, continuing along the centerline of this 10.00 foot wide strip of land, along said parallel line, and along the arc of a true curve to the left having a radius of 380.00 feet, through a central angle of 31°40'39", said curve having a chord bearing and distance of N.75°00'18"W. and 207.43 feet to a point of tangency;

Thence S.89°09'22"W., continuing along the centerline of this 10.00 foot wide strip of land, and along said parallel line, 669.84 feet to a point of curvature;

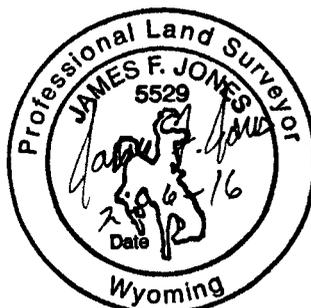
Thence 164.65 feet, continuing along the centerline of this strip of land, along said parallel line, and along the arc of a true curve to the right having a radius of 343.78 feet, through a central angle of 27°26'30", said curve having a chord bearing and distance of N.77°07'43"W. and 163.08 feet to an angle point in this legal description;

Thence S.88°28'23"W., along the centerline of a 20.00 foot wide strip of land, and along a line that is 10.00 feet south of and parallel with the south line of a 30.00 foot wide water line easement as described in Instrument No. 746642, 739.23 feet the Point of Termination of this legal description, said point lies on the east line of a 1.00 acre tank site as described in Book 228, page 572, from which the SE1/16 corner of said Section 14 bears N.79°33'31"E, 288.79 feet.

The above described strip of land contains 0.65 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 20.00 foot wide temporary construction easement will be required, being located 20.00 feet south of the perpetual easement described above. A temporary construction is also required in the triangular area adjacent to Country Club Road as shown on Exhibit "I". Said temporary construction easements will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



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30' CITY OF CASPER WATER LINE EASEMENT; INST. NO. 801147

$\Delta = 31^\circ 40' 39''$
ChB=N75°00'18"W
ChL=207.43
R=380.00'
L=210.09'

COUNTRY CLUB ROAD (70')

20.0'
10.0'
5.0'
10.00' PERPETUAL EASEMENT
20.00' TEMPORARY CONSTRUCTION EASEMENT

S89° 09' 22"W
669.84'

N59° 09' 59"W
266.82'

N47° 54' 59"W
58.37'

AC

AC

P.O.B.

SE1/4SE1/4
SEC. 14

CW CORNER, LLC
SW1/4SW1/4
SEC. 13

WYOMING BOULEVARD

N21° 19' 42"E
1098.06'

BC 14 13
23 24

LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT



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



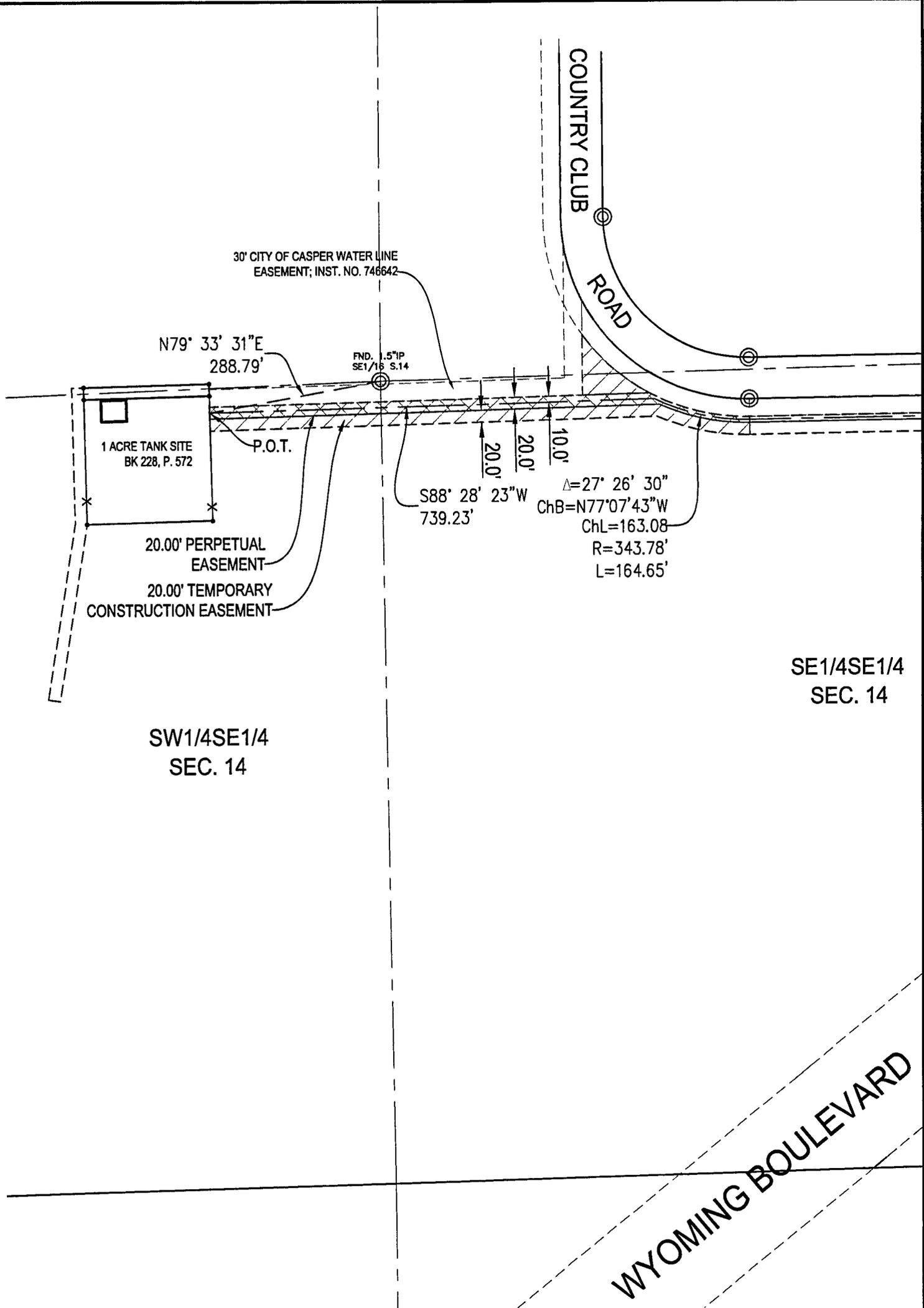
Exhibit "H"
30.00' WIDE WATER LINE EASEMENT
CE SWINNEY, LLC

SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 13, & SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 14
T.33N., R.79W.

Natrona County, Wyoming
February 3, 2016

W.O. 14-066

M:\Land 2014\Engr_Dwg\14-066 East Z3\Survey Plots\Easements\EASEMENT BASE.dwg, 4/28/2015, Jim



LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT



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Exhibit "I"
30.00' WIDE WATER LINE EASEMENT

CE SWINNEY, LLC

S¹/₂ SE¹/₄ Sec. 14, T.33N., R.79W.

Natrona County, Wyoming

February 3, 2016

W.O. 14-066

RESOLUTION NO. 16-203

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH C.E. SWINNEY, LLC, FOR THE NEW WATER TRANSMISSION MAIN FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 21,300 linear feet of new 16-inch water transmission main from land north of Southeast Wyoming Boulevard from 4041 Casper Mountain Road to 2600 Country Club Road as part of the East Casper Zone 3 Water System Improvements Project; and,

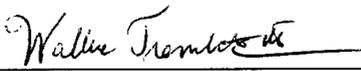
WHEREAS, approval of right-of-way easement with C.E. Swinney, LLC will allow approximately 7,831 feet of the water transmission main to be constructed; and,

WHEREAS, the right-of-way easement with C.E. Swinney, LLC requires compensation in the amount of Ten Thousand Seven Hundred Eleven and 08/100 Dollars (\$10,711.08).

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, 7,831-foot right-of-way easement with C.E. Swinney, LLC for a total amount not to exceed Ten Thousand Seven Hundred Eleven and 08/100 Dollars (\$10,711.08) for the East Casper Zone 3 Water System Improvements Project, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

July 22, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Easements for East Casper Zone III Water System Improvements

Recommendation:

That Council, by resolution, accept four (4) 30-foot right-of-way easements from landowners in East Casper in the amount of \$11,940.01, as part of the East Casper Zone III Water System Improvements Project.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

The four right-of-way easements are necessary for the installation of a 16-inch water transmission main across land from Casper Mountain Road to Country Club Road, approximately 11,483 linear feet.

A total of nine (9) easements with property owners for acquiring land were required for this project. Five (5) were approved by Council earlier this year. The table below shows the associated compensations determined from assessed land values and approximate acquired land areas for the final four easements.

LANDOWNER	EASEMENT COMPENSATION	ACRES
C.E. Swinney, LLC	\$10,711.08	4.38
CW Corner, LLC	\$0.00	0.15
Country Club Village Partnership	\$728.93	2.16
Peter Nam Yim Choi, Lin Li Pun Choi, Ling Ah Pun, and May Fong To	500.00	0.20
TOTAL	\$11,940.01	

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone III Water System Improvements.

Four easements and resolutions are prepared for Council's consideration.

RIGHT OF WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. CW Corner, LLC, a Wyoming Limited Liability Company, whose address is 421 S. Center Street, Suite 201, Casper, Wyoming, 82601 (herein referred to as "Grantors"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described on EXHIBIT "A" and as depicted on EXHIBIT "B", attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, construction, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantor reserves unto itself such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantor may elect.

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

5. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

6. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2016.

APPROVED AS TO FORM:



GRANTORS: CW Corner, LLC, a Wyoming Limited Liability Company; Keith P. Tyler, Manager:

CITY OF CASPER:

Name: [Signature]
Title: Manager

By: _____
Name: Daniel Sandoval
Title: Mayor

Attest:

By: Tracey L. Belser
Name: Clerk
Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2016 by _____ as the Mayor of the City of Casper.

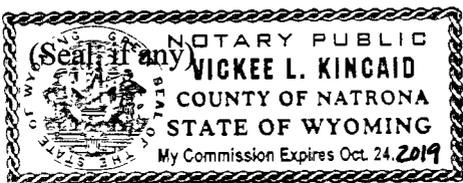
(Seal, if any)

(Signature of notarial officer)

My Commission Expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 23rd day of June, 2016 by Keith P. Tyler as the Manager of CW Corner, LLC.



[Signature]
(Signature of notarial officer)

My Commission Expires: 10/24/2019

EXHIBIT "A"

Legal Description – Water Line Easement

CW Corner, LLC

A 30.00 foot wide strip of land as a perpetual easement for water line purposes located in and being a portion of the SW¼SW¼ of Section 13, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found brass cap marking the west 1/16 corner common to said Section 23 and Section 24;

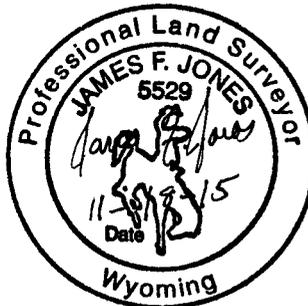
Thence S.89°09'30"W., along the south line of the SW¼SW¼ of said Section 13, 237.60 feet to the Point of Beginning of this legal description;

Thence N.12°16'05"E., along the centerline of the strip of land being described herein, and along a line that is 15.00 feet west of and parallel with the westerly line of a 30.00 foot wide Access Road easement as described in Instrument No. 984860, 215.58 feet to the Point of Termination of this legal description, said point lies on the south line of the 70.00 foot right-of-way for Country Club Road, from which a found brass cap marking the west 1/16 corner common to said Section 13 and Section 24 bears S.42°47'07"E, 282.24 feet.

The above described strip of land contains 0.15 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 30.00 foot wide temporary construction easement will be required, being located 30.00 feet west of the perpetual easement described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



WYOMING BOULEVARD

COUNTRY CLUB ROAD (70')

CW CORNER, LLC
 INST. NO. 914968
 SW1/4SW1/4
 SEC. 13

COUNTRY CLUB VILLAGE
 NW1/4NW1/4
 SEC. 24

30' Access Road
 (Inst. No. 984860)

30' Water Line Easement
 (Inst. No. 801149)

N12° 16' 05"E
 215.58'

S42° 47' 07"E
 282.24'

P.O.T.

30.0'

30.0'

15.0'

P.O.B.

S89° 09' 03"W
 237.60'

BC
 W1/16

14 13
 23 24

LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
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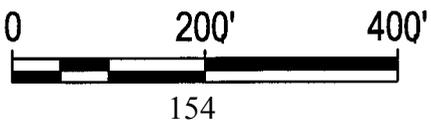


Exhibit "B"
30.00' WIDE WATER LINE EASEMENT

CW CORNER, LLC
 SW1/4 SW1/4 Sec. 13, T.33N., R.79W.
 Natrona County, Wyoming
 11/19/15
 W.O. 14-066

M:\Land 2014\Engr_Dwg\14-066 East Z3\Survey Plots\Easements\EASEMENT BASE.dwg, 4/28/2015, Jim

RESOLUTION NO. 16-204

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH THE CW CORNER, LLC, FOR THE NEW WATER TRANSMISSION MAIN FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 21,300 linear feet of new 16-inch water transmission main from land north of Southeast Wyoming Boulevard from 4041 Casper Mountain Road to 2600 Country Club Road as part of the East Casper Zone 3 Water System Improvements Project; and,

WHEREAS, the approval of a right-of-way easement with CW Corner, LLC will allow approximately 216 feet of the water transmission main to be constructed; and,

WHEREAS, the right-of-way easement with CW Corner, LLC requires compensation in the amount of Zero Dollars (\$0.00).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, 216-foot right-of-way easement with CW Corner, LLC for the East Casper Zone 3 Water System Improvements Project.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

July 22, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Easements for East Casper Zone III Water System Improvements

Recommendation:

That Council, by resolution, accept four (4) 30-foot right-of-way easements from landowners in East Casper in the amount of \$11,940.01, as part of the East Casper Zone III Water System Improvements Project.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

The four right-of-way easements are necessary for the installation of a 16-inch water transmission main across land from Casper Mountain Road to Country Club Road, approximately 11,483 linear feet.

A total of nine (9) easements with property owners for acquiring land were required for this project. Five (5) were approved by Council earlier this year. The table below shows the associated compensations determined from assessed land values and approximate acquired land areas for the final four easements.

LANDOWNER	EASEMENT COMPENSATION	ACRES
C.E. Swinney, LLC	\$10,711.08	4.38
CW Corner, LLC	\$0.00	0.15
Country Club Village Partnership	\$728.93	2.16
Peter Nam Yim Choi, Lin Li Pun Choi, Ling Ah Pun, and May Fong To	500.00	0.20

TOTAL \$11,940.01

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone III Water System Improvements.

Four easements and resolutions are prepared for Council's consideration.

RIGHT OF WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. The Country Club Village Partnership, (herein referred to as "Grantors"), comprised of the following:
 - a. Jack Larimer, individually, as a co-tenant, and as his interest may appear in Country Club Village, a partnership;
 - b. Kolette N. Palacios, individually, as a co-tenant, and as her interest may appear in Country Club Village, a partnership;
 - c. Martha Bouzis, individually, as a co-tenant, and as her interest may appear in Country Club Village, a partnership;
 - d. Darellene Roussalis, individually, as a co-tenant, and as her interest may appear in Country Club Village, a partnership;
 - e. John E. Roussalis, individually, as a co-tenant, and as his interest may appear in Country Club Village, a partnership;
 - f. Louis J. Roussalis, on behalf of himself and as Trustee of that certain Trust dated in 1971 and further identified as Louis J. Roussalis, MD, Inc., Profit Sharing Retirement Plan and Trust, for said interest as a co-tenant and/or as an interest in Country Club Village, a partnership;
 - g. Terrance Robert Martin, individually, as a co-tenant, and as his interest may appear in Country Club Village, a partnership;
 - h. Cathleen A. Jones, individually, as a co-tenant, as Trustee of the CAJ Trust U/A/D 12/14/2000, and as her interest may appear in Country Club Village, a partnership;
 - i. Laurel L. Lunstrum, individually, as a co-tenant, and as her interest may appear in Country Club Village, a partnership;
 - j. Gail J. Bush Atchley, individually, and Gail J. Bush Atchley and Gordon H. Acthley, Trustees of the Atchley Living Trust dated October 6, 2009, for said interest and/or as a co-tenant or as an interest in Country Club Village, a partnership;
 - k. Lynne Lovelace, individually, as a co-tenant, and as her interest may appear in Country Club Village, a partnership;
 - l. James E. Jones, III, individually, as a co-tenant, and as his interest may appear in Country Club Village, a partnership;
 - m. Dee Anne Parker and Craig A. Parker, individually, as a co-tenants, and as their interests may appear in Country Club Village, a partnership.

HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described on EXHIBIT "A" and as depicted on EXHIBIT "B", attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, construction, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantor reserves unto itself such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantor may elect.

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

5. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

6. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2016.

APPROVED AS TO FORM BY CITY ATTORNEY:

Willie Tronzo

GRANTEE: CITY OF CASPER:

By: _____
Name: **Daniel Sandoval**
Title: **Mayor**

Attest:
By: _____
Name: **Tracey L. Belser**
Title: **Clerk**

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2016 by _____ as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

My Commission Expires: _____

GRANTOR:

Signed: Kolette N. Palacios

Kolette N. Palacios, individually, as a co-tenant, and as her interest may appear in Country Club Village, a partnership

STATE OF TEXAS)
) ss.
COUNTY OF GUADALUPE)

This instrument was acknowledged before me on this 11th day of May, 2016 by Kolette N. Palacios, individually, as a co-tenant, and as her interest may appear in Country Club Village, a partnership.



(Seal, if any)

Melanie Gillum
(Signature of notarial officer)

My Commission Expires: 5/8/17

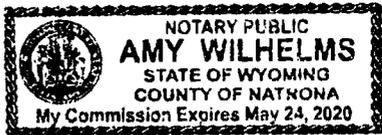
GRANTOR:

Signed: Darellene Roussalis

Darellene Roussalis, individually, as a co-tenant, and as her interest may appear in Country Club Village, a partnership

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 25 day of May, 2016 by Darellene Roussalis, individually, as a co-tenant, and as her interest may appear in Country Club Village, a partnership.



(Seal, if any)

Amy Wilhelms
(Signature of notarial officer)

My Commission Expires: 5/24/2020

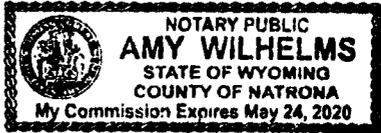
GRANTOR:

Signed: Louis J. Roussalis

Louis J. Roussalis, on behalf of himself and as Trustee of that certain Trust dated in 1971 and further identified as Louis J. Roussalis, MD, Inc., Profit Sharing Retirement Plan and Trust, for said interest as a co-tenant and/or as an interest in Country Club Village, a partnership

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 5th day of May, 2016 by Louis J. Roussalis, on behalf of himself and as Trustee of that certain Trust dated in 1971 and further identified as Louis J. Roussalis, MD, Inc., Profit Sharing Retirement Plan and Trust, for said interest as a co-tenant and/or as an interest in Country Club Village, a partnership.



(Seal, if any)

Amy Wilhelms
(Signature of notarial officer)

My Commission Expires: 5-24-2020

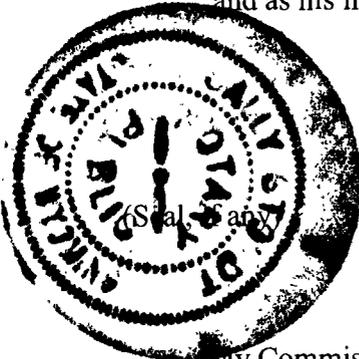
GRANTOR:

Signed: _____

Terrance Robert Martin, individually, as a co-tenant, and as his interest may appear in Country Club Village, a partnership

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

This instrument was acknowledged before me on this 4 day of May, 2016 by Terrance Robert Martin, individually, as a co-tenant, and as his interest may appear in Country Club Village, a partnership



[Signature]
(Signature of notarial officer)

My Commission Expires: 3/4/2020

GRANTOR:

Signed:

Gail J. Bush Atchley, individually, and Gail J. Bush Atchley and Gordon H. Atchley
Gail J. Bush Atchley, individually, and Gail J. Bush Atchley and Gordon H. Atchley, Trustees of the Atchley Living Trust dated October 6, 2009, for said interest and/or as a co-tenant or as an interest in Country Club Village, a partnership

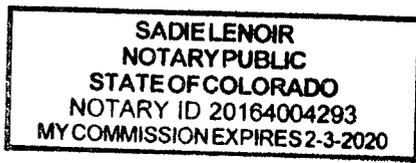
Signed:

Gail J. Bush Atchley, individually, and Gail J. Bush Atchley and Gordon H. Atchley
Gail J. Bush Atchley, individually, and Gail J. Bush Atchley and Gordon H. Atchley, Trustees of the Atchley Living Trust dated October 6, 2009, for said interest and/or as a co-tenant or as an interest in Country Club Village, a partnership

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

This RIGHT OF WAY EASEMENT was acknowledged before me on this 2th day of May, 2016 by Gail J. Bush Atchley, individually, and Gail J. Bush Atchley and Gordon H. Atchley, Trustees of the Atchley Living Trust dated October 6, 2009, for said interest and/or as a co-tenant or as an interest in Country Club Village, a partnership.

(Seal, if any)



Sadie Lenoir
(Signature of notarial officer)

My Commission Expires: 02-03-2020

This instrument may be attached only to the Right of Way Easement to the City of Casper, Wyoming, granted for water line purposes.

GRANTOR:

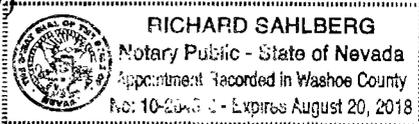
Signed: [Signature]

Gail J. Bush Atchley, individually, as a co-tenant, and as her interest may appear in Country Club Village, a partnership

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This RIGHT OF WAY EASEMENT was acknowledged before me on this 24th day of June, 2016 by Gail J. Bush Atchley, individually, as a co-tenant, and as her interest may appear in Country Club Village, a partnership

(Seal, if any)



[Signature]
(Signature of notarial officer)

My Commission Expires: 8/20/2018

GRANTOR:

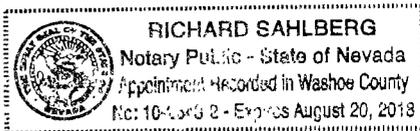
Signed: [Signature]

Gail J. Bush Atchley, as Trustee of the Atchley Living Trust dated October 6, 2009.

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This RIGHT OF WAY EASEMENT was acknowledged before me on this 24th day of June, 2016 by Gail J. Bush Atchley, as Trustee of the Atchley Living Trust dated October 6, 2009.

(Seal, if any)



[Signature]
(Signature of notarial officer)

My Commission Expires: 8/20/2018

GRANTOR:

Signed: Dee Anne Parker

Dee Anne Parker, individually, as a co-tenant, and as her interests may appear in Country Club Village, a partnership.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 29th day of June, 2016 by Dee Anne Parker, individually, as a co-tenant, and as her interests may appear in Country Club Village, a partnership.

(Seal, if any) 

Lori McCoy
(Signature of notarial officer)

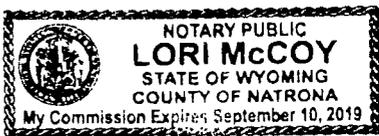
My Commission Expires: 9/10/19

Signed: Craig A. Parker

Craig A. Parker, individually, as a co-tenant, and as his interests may appear in Country Club Village, a partnership.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 29th day of June, 2016 by Craig A. Parker, individually, as a co-tenant, and as his interests may appear in Country Club Village, a partnership.

(Seal, if any) 

Lori McCoy
(Signature of notarial officer)

My Commission Expires: 9/10/19

GRANTOR:

Signed: Craig A. Parker

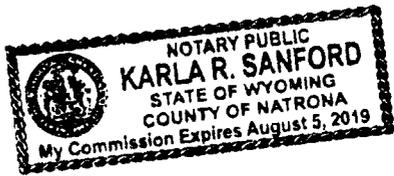
Dee Anne Parker and Craig A. Parker, individually, as a co-tenants, and as their interests may appear in Country Club Village, a partnership.

Signed: Dee Anne Parker

Dee Anne Parker and Craig A. Parker, individually, as a co-tenants, and as their interests may appear in Country Club Village, a partnership.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 2nd day of May, 2016 by Dee Anne Parker and Craig A. Parker, individually, as a co-tenants, and as their interests may appear in Country Club Village, a partnership.



(Seal, if any)

Karla R. Sanford
(Signature of notarial officer)

My Commission Expires: 8-5-2019

EXHIBIT "A"

Legal Description – Water Line Easement

Country Club Village Partnership

A 30.00 foot wide strip of land as a perpetual easement for water line purposes located in and being a portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, and the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 24, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found brass cap marking the east $\frac{1}{4}$ corner of said Section 23;

Thence S.88°09'07"W., along the south line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 23, 531.43 feet to the Point of Beginning of this legal description;

Thence 140.69 feet, along the centerline of the strip of land being described herein, along a line that is 15.00 feet west of and parallel with the westerly line of a 30.00 foot wide Access Road easement as described in Instrument No. 984860, and along the arc of a true curve to the left having a radius of 1169.99 feet, through a central angle of 06°53'22", said curve having a chord bearing and distance of N.36°49'46"E. and 140.60 feet to a point of tangency;

Thence N.33°23'05"E., continuing along the centerline of this strip of land and along said parallel line, 795.52 feet to a point on the east line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 23;

Thence N.33°23'05"E., continuing along the centerline of this strip of land and along said parallel line, 676.80 feet to a point on the north line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 24;

Thence N.33°23'05"E., continuing along the centerline of this strip of land and along said parallel line, 988.89 feet to a point of curvature;

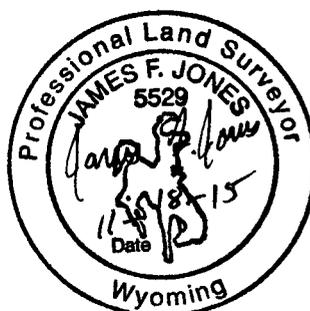
Thence 246.84 feet, continuing along the centerline of this strip of land, along said parallel line, and along the arc of a true curve to the left having a radius of 670.00 feet, through a central angle of 21°06'33", said curve having a chord bearing and distance of N.22°49'22"E. and 245.45 feet to a point of tangency;

Thence N.12°16'05"E., continuing along the centerline of this strip of land and along said parallel line, 287.51 feet to the Point of Termination of this legal description, said point lies on the north line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 24, from which a found brass cap marking the W $\frac{1}{16}$ corner of said Section 24 and Section 13 bears N.89°09'03"E, 237.60 feet.

The above described strip of land contains 2.16 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 30.00 foot wide temporary construction easement will be required, being located 30.00 feet west of the perpetual easement described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



COUNTRY CLUB VILLAGE

BC
N1/16

COUNTRY CLUB
VILLAGE

N33° 23' 05"E
676.80'

COUNTRY CLUB VILLAGE

SE1/4NE1/4
SEC. 23

SW1/4 NW1/4
SEC. 24

C.E. SWINNEY, LLC

30' Access Road (Inst. No. 984860)

N33° 23' 05"E
795.52'

$\Delta=6^{\circ} 53' 22''$
ChB=N36°49'46"E
ChL=140.60
R=1169.99'
L=140.69'

P.O.B.

S88° 09' 07"W
531.43'

BC
E1/4

NE1/4 SE1/4
SEC. 23

C.E. SWINNEY, LLC
INST. NO. 782790

LEGEND



30' PERPETUAL EASEMENT



30' TEMPORARY
CONSTRUCTION EASEMENT



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



177

Exhibit "B"
30.00' WIDE WATER LINE EASEMENT
COUNTRY CLUB VILLAGE

SE1/4 NE1/4 Sec. 23, T.33N., R.79W.
SW1/4 NW1/4 Sec. 24, T.33N., R.79W.
Natrona County, Wyoming

11/11/2015
W.O. 14-066
PAGE 1 OF 2

CW CORNER, LLC
 SW1/4SW1/4
 SEC. 13

COUNTRY CLUB
 ROAD (70')

13
 24

N89° 09' 03"E
 237.60' BC
 W1/16

N12° 16' 05"E
 287.51'

P.O.T.

$\Delta=21^\circ 06' 33''$
 ChB=N22°49'22"E
 ChL=245.45
 R=670.00'
 L=246.84'

COUNTRY CLUB VILLAGE
 NW1/4NW1/4
 SEC. 24

N33° 23' 05"E
 988.89'

30.0'
 30.0'
 15.0'

VILLAGE

COUNTRY CLUB
 VILLAGE

C.E. SWINNEY, LLC
 SW1/4NW1/4
 SEC. 24

IP
 NW1/16

No. 984860)

LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT



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



Exhibit "B"
30.00' WIDE WATER LINE EASEMENT
COUNTRY CLUB VILLAGE

NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 24, T.33N., R.79W.
 Natrona County, Wyoming

11/11/2015
 W.O. 14-066
 PAGE 2 OF 2

M:\Land 2014\Engr_Dwg\14-066 East 23\Survey Plots\Easements\EASEMENT BASE.dwg, 4/28/2015, Jim

RESOLUTION NO. 16-205

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH THE COUNTRY CLUB VILLAGE PARTNERSHIP, FOR THE NEW WATER TRANSMISSION MAIN FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 21,300 linear feet of new 16-inch water transmission main from land north of Southeast Wyoming Boulevard from 4041 Casper Mountain Road to 2600 Country Club Road as part of the East Casper Zone 3 Water System Improvements Project; and,

WHEREAS, approval of right-of-way easement with Country Club Village Partnership will allow approximately 3,136 feet of the water transmission main to be constructed; and,

WHEREAS, the right-of-way easement with Country Club Village Partnership requires compensation in the amount of Seven Hundred Twenty-Eight and 93/100 Dollars (\$728.93).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a 3,136-foot right-of-way easement with Country Club Village Partnership for a total amount not to exceed Seven Hundred Twenty-Eight and 93/100 Dollars (\$728.93) for the East Casper Zone 3 Water System Improvements Project, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

July 22, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Easements for East Casper Zone III Water System Improvements

Recommendation:

That Council, by resolution, accept four (4) 30-foot right-of-way easements from landowners in East Casper in the amount of \$11,940.01, as part of the East Casper Zone III Water System Improvements Project.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

The four right-of-way easements are necessary for the installation of a 16-inch water transmission main across land from Casper Mountain Road to Country Club Road, approximately 11,483 linear feet.

A total of nine (9) easements with property owners for acquiring land were required for this project. Five (5) were approved by Council earlier this year. The table below shows the associated compensations determined from assessed land values and approximate acquired land areas for the final four easements.

LANDOWNER	EASEMENT COMPENSATION	ACRES
C.E. Swinney, LLC	\$10,711.08	4.38
CW Corner, LLC	\$0.00	0.15
Country Club Village Partnership	\$728.93	2.16
Peter Nam Yim Choi, Lin Li Pun Choi, Ling Ah Pun, and May Fong To	500.00	0.20

TOTAL \$11,940.01

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone III Water System Improvements.

Four easements and resolutions are prepared for Council's consideration.

RIGHT OF WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Peter Nam Yim Choi, Lin Li Pun Choi, Ling Ah Pun, and May Fong To, as Owners, whose address is 998 Kimberton Court, Sun Prairie, Wisconsin, 53590 (herein referred to as "Grantors"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described on EXHIBIT "A" and as depicted on EXHIBIT "B", attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, construction, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantee, at its cost, shall take reasonable safety measures to reduce the risk of damage to property and personal injury on the Easement Property.

4. Grantor reserves unto itself such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantor may elect.

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

6. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

7. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2016.

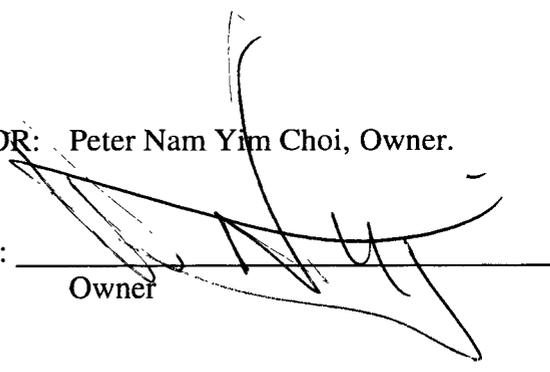
APPROVED AS TO FORM BY CITY ATTORNEY:

Wallace Trammell, Assistant City Attorney

GRANTOR: Peter Nam Yim Choi, Owner.

Signature: _____

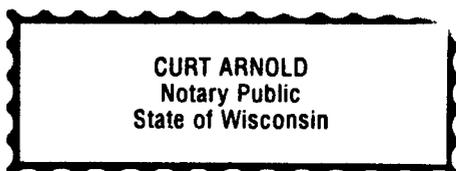
Owner



STATE OF Wisconsin)
) ss.
COUNTY OF Dane)

This instrument was acknowledged before me on this 28 day of April, 2016 by Peter Nam Yim Choi, Owner.

(Seal, if any)




(Signature of notarial officer)

My Commission Expires: 01/15/2017

CITY OF CASPER:

By: _____

Name: Daniel Sandoval

Title: Mayor

Attest:

By: _____

Name: Tracey L. Belser

Title: Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2016 by _____ as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

My Commission Expires: _____

EXHIBIT "A"

Legal Description – Water Line Easement

Peter Nam Yim Choi, Lin Li Pun Choi, Ling Ah Pun & May Fong To

A 30.00 foot wide strip of land as a perpetual easement for water line purposes located in and being a portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 15.00 feet each side of the centerline as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found 5/8-inch rebar located at the southwest corner of a parcel of land deeded to Peter Nam Yim Choi, Lin Li Pun Choi, Ling Ah Pun and May Fong To as recorded in Book 290 of Deeds, page 377;

Thence N.00°39'04"W., along the west line of said Choi parcel, 15.00 feet to the Point of Beginning of this legal description;

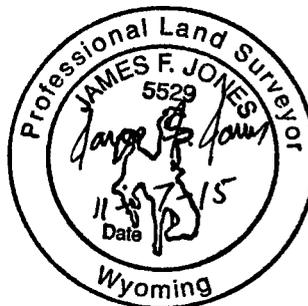
Thence N.88°56'10"E., along a line that is 30.00 feet north of and parallel with the south line of said Choi parcel, 284.15 feet to an angle point in this legal description;

Thence N.43°56'11"E., along the centerline of this strip of land, 45.98 feet to the Point of Termination of this legal description, said point lies on the east line of said Choi parcel of land, from which a found aluminum cap marking the southeast corner of said Choi parcel bears S.00°41'56"E, 62.52 feet .

The above described strip of land contains 0.23 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 30.00 foot wide temporary construction easement will be required, being located 30.00 feet north of the perpetual easement described above. Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

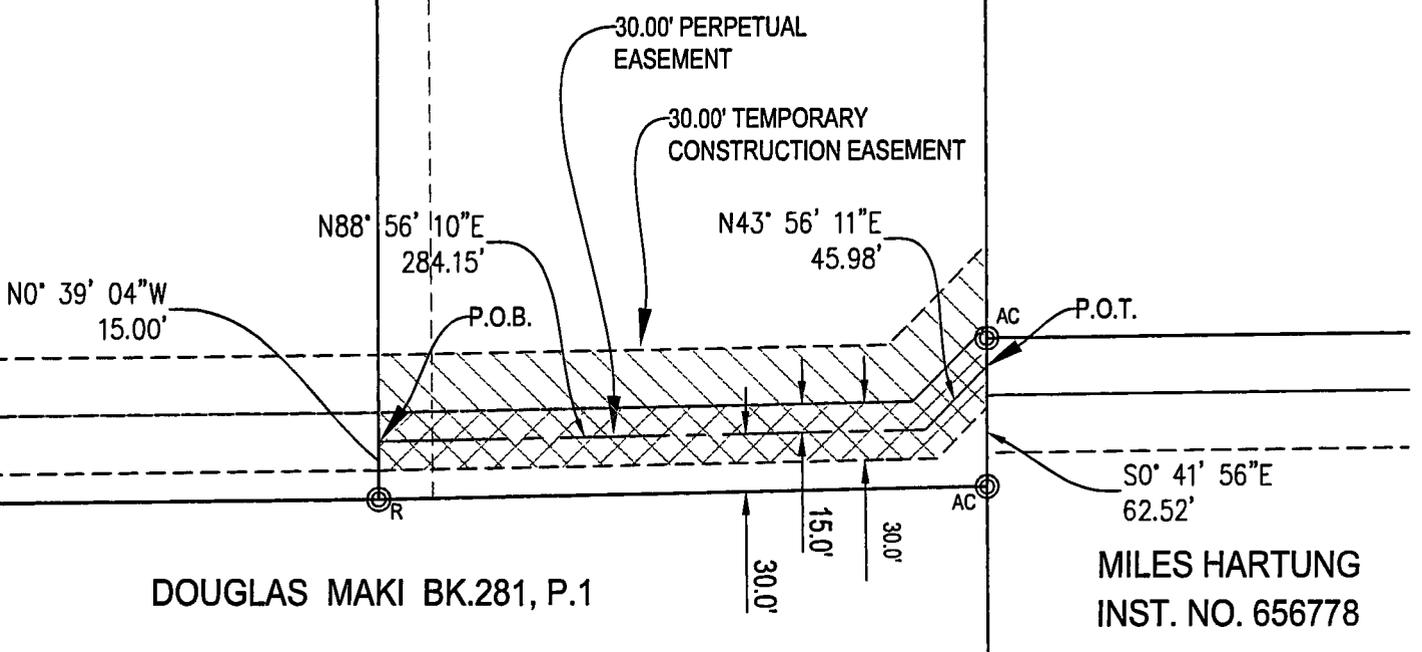
I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



WILLIAM
HANSULD
INST. NO. 626327

PETER
CHOI
BK.290, P.377

PRIVATE 30' ACCESS EASEMENT - BK 290, P.377



LEGEND

-  30' PERPETUAL EASEMENT
-  30' TEMPORARY CONSTRUCTION EASEMENT



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

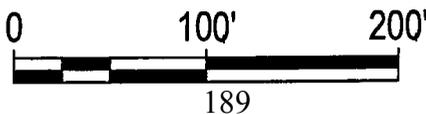


Exhibit "B"
30.00' WIDE WATER LINE EASEMENT
PETER NAM YIM CHOI,
LIN LI PUN CHOI
LING AH PUN
MAY FONG TO

$E_2 W_2 NW_4 SE_4$ Sec. 21, T.33N., R.79W.
Natrona County, Wyoming
11/2/2015
W.O. 14-066

RESOLUTION NO. 16-206

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH PETER NAM YIM CHOI, LIN LI PUN CHOI, LING AH PUN, AND MAY FONG TO, FOR THE NEW WATER TRANSMISSION MAIN FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing approximately 21,300 linear feet of new 16-inch water transmission main from land north of Southeast Wyoming Boulevard from 4041 Casper Mountain Road to 2600 Country Club Road as part of the East Casper Zone 3 Water System Improvements Project; and,

WHEREAS, approval of a right-of-way easement with Peter Nam Yim Choi, Lin Li Pun Choi, Ling Ah Pun, and May Fong To will allow approximately 300-feet of the water transmission main to be constructed; and,

WHEREAS, the right-of-way easement with Peter Nam Yim Choi, Lin Li Pun Choi, Ling Ah Pun, and May Fong To requires compensation in the amount of Five Hundred and 00/100 Dollars (\$500.00).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a 300-foot right-of-way easement with Peter Nam Yim Choi, Lin Li Pun Choi, Ling Ah Pun, and May Fong To for the East Casper Zone 3 Water System Improvements Project.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 26, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Warranty Deed from C.E. Swinney, LLC for the new water tank site and pump station facility as part of the East Casper Zone III Water System Improvements Project.

Recommendation:

That Council, by resolution, accept two (2) warranty deeds from C.E. Swinney, LLC for the new water storage tank site and new pump station as part of the East Casper Zone III Water System Improvements Project, in the amount of \$9,600.00.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining warranty deeds, easements and right-of-ways from landowners are nearing completion.

C.E. Swinney, LLC has agreed to sell the required tracts of land for the original purchase price of \$9,600. The new water storage tank site is located at 2992 East Wyoming Boulevard, and the new pump station is located at 2600 Country Club Road.

Civil Engineering Professionals, Inc. (CEPI), who is currently under contract to assist the City in obtaining all warranty deeds for the project, has hired Hilston Appraisals, LLC to provide appraisals for these tracts of land which have an appraised total value of \$9,600.00.

The City is now seeking to accept warranty deeds on the tract of land from C.E. Swinney, LLC for the new water storage tank site in the amount of \$8,000.00 and for the new pump station in the amount of \$1,600.00, for a total amount of \$9,600.00.

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone III Water System Improvements.

Two (2) resolutions are prepared for Council's consideration.

EXHIBIT "A"

Legal Description – Tank Site Addition

A parcel of land for water line purposes located in and being a portion of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being located north of and adjacent to a 1.00 acre parcel of land owned by the City of Casper as described in the Quitclaim recorded in Book 228, page 572, said parcel of land being shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found brass cap marking the southeast corner of said Section 14;

Thence N.51°52'52"W., 2086.94 feet to a found rebar at the northeast corner of said 1.00 acre parcel of land and the southeast corner of the parcel of land being described herein, being the Point of Beginning of this legal description;

Thence S.88°34'17"W., along the north line of said 1.00 acre parcel of land and the south line of this parcel of land, 208.50 feet to a found rebar at the northwest corner of said 1.00 acre parcel of land and the southwest corner of this parcel of land;

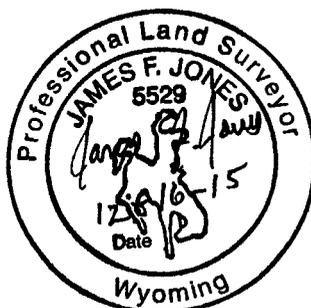
Thence N.01°32'12"W., along the west line of this parcel of land, 20.00 feet to an aluminum cap set this survey at the northwest corner of this parcel of land;

Thence N.88°34'17"E., along the north line of this parcel of land, 208.50 feet to an aluminum cap set this survey at the northeast corner of this parcel of land;

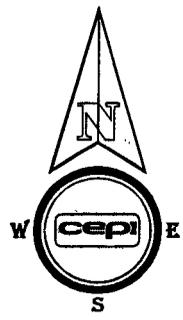
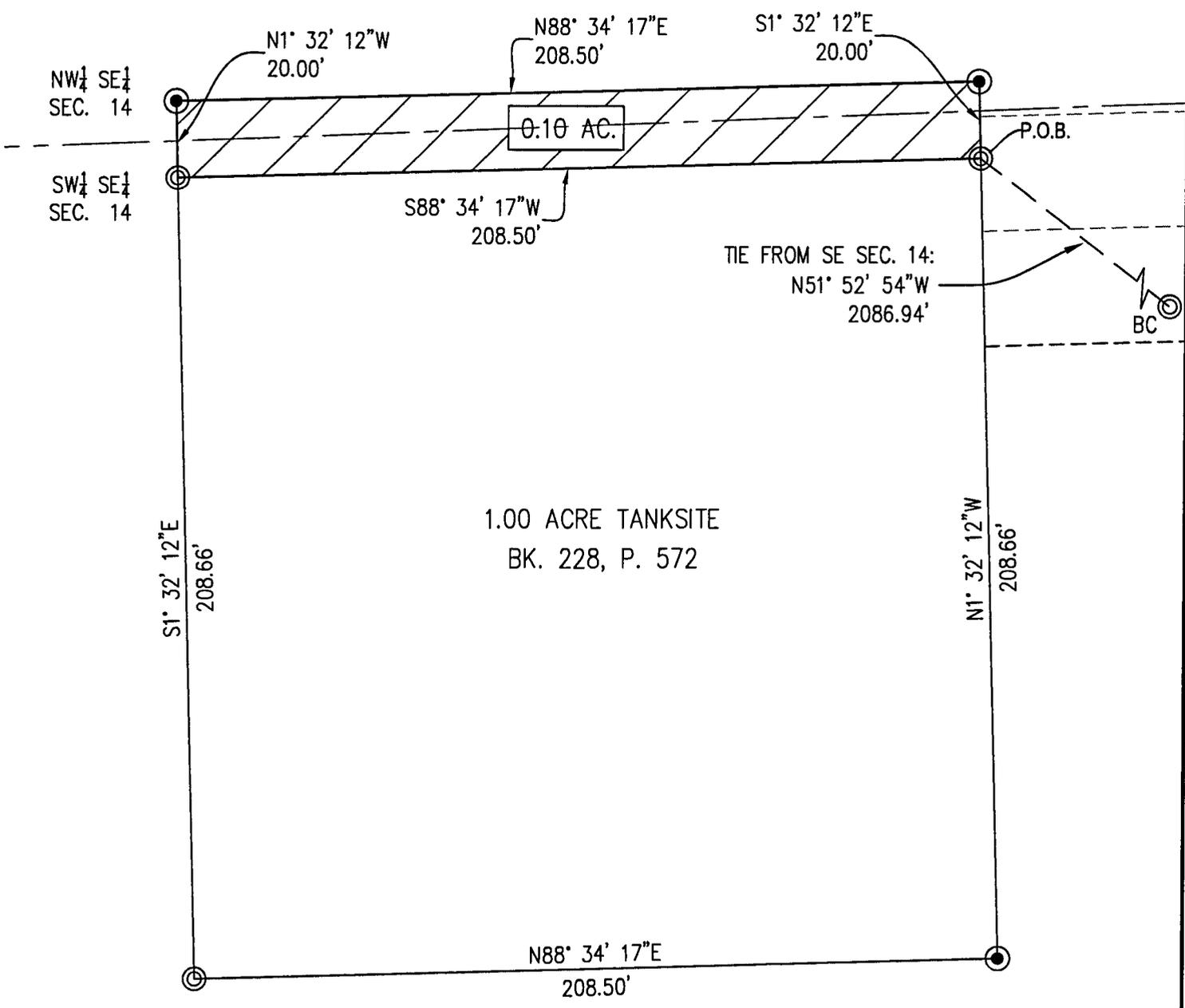
Thence S.01°32'12"E., along the east line of this parcel of land, 20.00 feet to the Point of Beginning.

The above described parcel of land contains 0.10 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



M:\Land 2014\Engr_Dwg\14-066 East Z3\Survey Plots\Easements\EASEMENT BASE.dwg, 4/28/2015, jfm



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

Exhibit "B"
TANK SITE ADDITION
C.E. SWINNEY, LLC
W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 14, T.33N., R.79W.
Natrona County, Wyoming
December 15, 2015
W.O. 14-66

RESOLUTION NO. 16-207

A RESOLUTION ACCEPTING A WARRANTY DEED FROM C.E. SWINNEY, LLC FOR A TRACT OF LAND FOR A WATER PUMP STATION FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper desires to install a new pump station facility at 2600 Country Club Road for the East Casper Zone III Water System Improvements Project; and,

WHEREAS, the owner, C.E. Swinney, LLC, has provided a warranty deed to the City for the tract of land; and,

WHEREAS, the City of Casper desires to accept said property for use as a water pump station site.

WHEREAS, the warranty deed with C.E. Swinney, LLC requires compensation in the amount of One Thousand Six Hundred and 00/100 Dollars (\$1,600.00).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to accept, and the City Clerk to attest, a resolution accepting a warranty deed from C.E. Swinney, LLC for the tract of land.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 26, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Warranty Deed from C.E. Swinney, LLC for the new water tank site and pump station facility as part of the East Casper Zone III Water System Improvements Project.

Recommendation:

That Council, by resolution, accept two (2) warranty deeds from C.E. Swinney, LLC for the new water storage tank site and new pump station as part of the East Casper Zone III Water System Improvements Project, in the amount of \$9,600.00.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone III Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining warranty deeds, easements and right-of-ways from landowners are nearing completion.

C.E. Swinney, LLC has agreed to sell the required tracts of land for the original purchase price of \$9,600. The new water storage tank site is located at 2992 East Wyoming Boulevard, and the new pump station is located at 2600 Country Club Road.

Civil Engineering Professionals, Inc. (CEPI), who is currently under contract to assist the City in obtaining all warranty deeds for the project, has hired Hilston Appraisals, LLC to provide appraisals for these tracts of land which have an appraised total value of \$9,600.00.

The City is now seeking to accept warranty deeds on the tract of land from C.E. Swinney, LLC for the new water storage tank site in the amount of \$8,000.00 and for the new pump station in the amount of \$1,600.00, for a total amount of \$9,600.00.

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone III Water System Improvements.

Two (2) resolutions are prepared for Council's consideration.

EXHIBIT "A"

Legal Description – New Tank Site

A parcel of land for water line purposes located in and being a portion of the NW ¼SW ¼ of Section 23, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found 5/8-inch rebar marking the West 1/4 corner of said Section 23;

Thence S.39°56'29"E., 766.34 feet to an aluminum cap set this survey at the most westerly corner of the parcel of land being described herein, being the Point of Beginning of this legal description;

Thence N.33°53'06"E., along the northwesterly line of this parcel of land, 208.71 feet to an aluminum cap set this survey at the most northerly corner of this parcel of land;

Thence S.56°06'54"E., along the northeasterly line of this parcel of land, 208.71 feet to an aluminum cap set this survey at the most easterly corner of this parcel of land;

Thence S.33°53'06"W., along the southeasterly line of this parcel of land, 208.71 feet to an aluminum cap set this survey at the most southerly corner of this parcel of land;

Thence N.56°06'54"W., along the southwesterly line of this parcel of land, 208.71 feet to the Point of Beginning.

The above described parcel of land contains 1.00 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

In addition, a 40.00 foot wide perpetual, non-exclusive access easement is to be granted herein, crossing lands owned by C.E. Swinney, LLC, providing a way of ingress and egress to, from and for the benefit of the 1.00 acre parcel of land described above (the Benefited Estate). The 40.00 foot wide access easement is 20.00 feet each side of a centerline as shown on the attached Exhibit "C", being more specifically described by metes and bounds as follows:

Commencing at a found 5/8-inch rebar marking the West 1/4 corner of said Section 23;

Thence S.50°48'41"E., 948.78 feet to the Point of Beginning of this legal description, said point lies on the southeasterly line of the 1.00 acre parcel of land as described above;

Thence N.89°21'29"E., along the centerline of this strip of land, 30.96 feet to a point of curvature;

Thence 41.47 feet, continuing along said centerline and along the arc of a true curve to the left having a radius of 48.05 feet, through a central angle of 49°27'18", said curve having a chord bearing and distance of N.64°37'50"E. and 40.20 feet to a point of reverse curvature;

Thence 27.84 feet, continuing along said centerline and along the arc of a true curve to the right having a radius of 1631.60 feet, through a central angle of 00°58'39", said curve having a chord bearing and distance of N.40°23'31"E. and 27.84 feet to a point of compound curvature;

Thence 104.68 feet, continuing along said centerline and along the arc of a true curve to the right having a radius of 244.88 feet, through a central angle of 24°29'34", said curve having a chord bearing and distance of N.48°52'01"E. and 103.89 feet to a point of reverse curvature;

Thence 78.95 feet, continuing along said centerline and along the arc of a true curve to the left having a radius of 382.39 feet, through a central angle of 11°49'46", said curve having a chord bearing and distance of N.55°13'48"E. and 78.81 feet to a point of compound curvature;

Thence 24.48 feet, continuing along said centerline and along the arc of a true curve to the left having a radius of 81.39 feet, through a central angle of 17°13'49", said curve having a chord bearing and distance of N.40°42'01"E. and 24.38 feet to a point of reverse curvature;

Thence 48.70 feet, continuing along said centerline and along the arc of a true curve to the right having a radius of 239.52 feet, through a central angle of $11^{\circ}39'03''$, said curve having a chord bearing and distance of $N.37^{\circ}54'38''E.$ and 48.62 feet to a point of compound curvature;

Thence 53.08 feet, continuing along said centerline and along the arc of a true curve to the right having a radius of 38.79 feet, through a central angle of $78^{\circ}23'44''$, said curve having a chord bearing and distance of $N.82^{\circ}56'01''E.$ and 49.03 feet to a point of tangency;

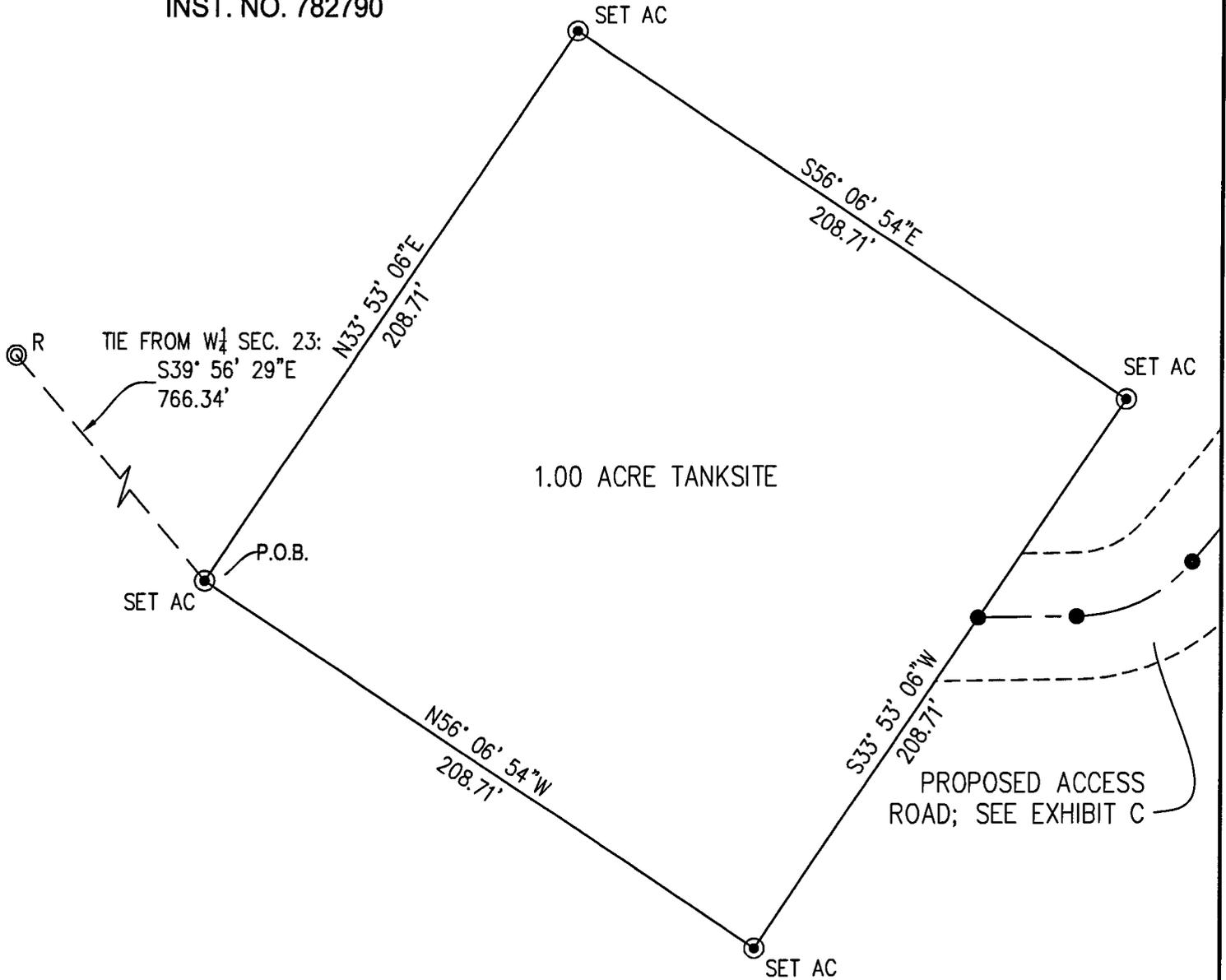
Thence $S.57^{\circ}52'07''E.$, continuing along the centerline of this strip of land, 58.81 feet to the Point of Termination, said point lies on the northwesterly right-of-way line of Wyoming Boulevard, from which the W 1/4 corner of said Section 23 bears $N.69^{\circ}25'34''W.$, 1183.38 feet.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



NW $\frac{1}{4}$ SW $\frac{1}{4}$
SEC. 23

C.E. SWINNEY, LLC
INST. NO. 782790



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

Exhibit "B"
NEW TANK SITE
C.E. SWINNEY, LLC
NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 23, T.33N., R.79W.
Natrona County, Wyoming
December 15, 2015
W.O. 14-66

NW $\frac{1}{4}$ SW $\frac{1}{4}$
SEC. 23

C.E. SWINNEY, LLC
INST. NO. 782790

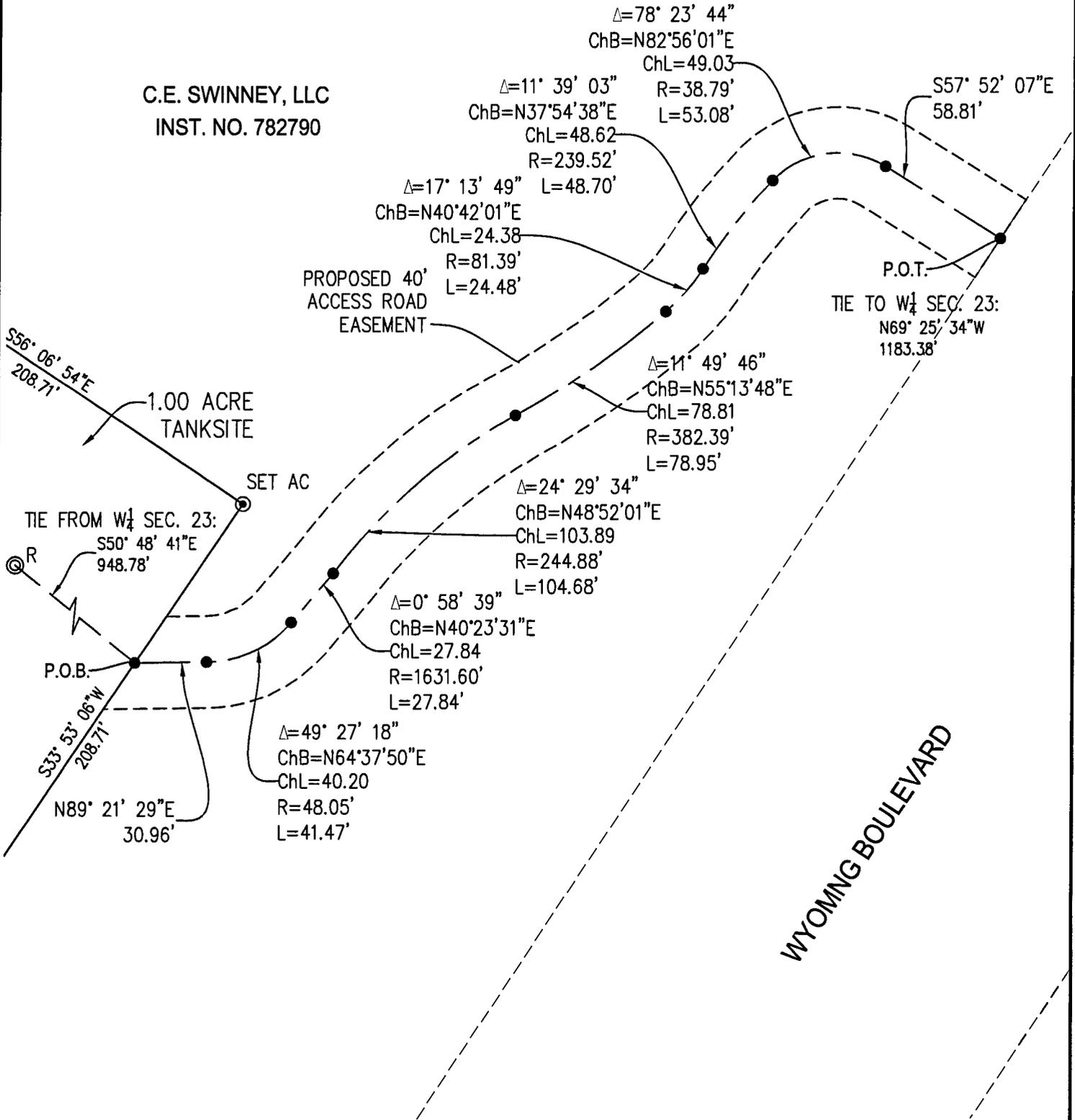


Exhibit "C"
NEW TANK SITE ACCESS ROAD
C.E. SWINNEY, LLC
 NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 23, T.33N., R.79W.
 Natrona County, Wyoming
 December 15, 2015
 W.O. 14-66



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

M:\Land 2014\Engr_Dwg\14-066 East Z3\Survey Plots\Easements\EASEMENT BASE.dwg, 4/28/2015, jim

RESOLUTION NO. 16-208

A RESOLUTION ACCEPTING A WARRANTY DEED FROM C.E. SWINNEY, LLC FOR A TRACT OF LAND FOR A WATER STORAGE TANK FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper desires to install a new water storage at tank 2992 East Wyoming Boulevard for the East Casper Zone III Water System Improvements Project; and,

WHEREAS, the owner, C.E. Swinney, LLC, has provided a warranty deed to the City for the tract of land; and,

WHEREAS, the City of Casper desires to accept said property for use as a water storage tank site.

WHEREAS, the warranty deed with C.E. Swinney, LLC requires compensation in the amount of Eight Thousand and 00/100 Dollars (\$8,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to accept, and the City Clerk to attest, a resolution accepting a warranty deed from C.E. Swinney, LLC for the tract of land.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

July 22, 2016

MEMO TO: V.H. McDonald, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Assistant Public Utilities Manager
Terry Cottenoir, Engineering Technician

SUBJECT: First Amended Loan Agreement, First Amended Promissory Note, and First Amended Assignment and Pledge of Revenues for Loan Increase to Clean Water State Revolving Fund Loan #127 with the Wyoming State Lands and Investments Board for the Wastewater Treatment Plant Emergency Generator Project

Recommendation:

That Council, by resolution, authorize the First Amended Loan Agreement, First Amended Promissory Note, and First Amended Assignment and Pledge of Revenues to the Wyoming State Lands and Investments Board (SLIB) for a loan increase of \$510,000.00 to the Clean Water State Revolving Fund (CWSRF) Loan #127 for the Wastewater Treatment Plant (WWTP) Emergency Generator Project.

Summary:

On Tuesday, February 2, 2016, Council approved a resolution to support the City of Casper's application to the SLIB for a loan increase of \$510,000.00 to the CWSRF Loan #127. On June 2, 2016, the SLIB fully approved the City of Casper's application for the loan increase with a per annum interest rate of 2.5% and a loan term of twenty (20) years, with no additional principal forgiveness.

On August 7, 2012, the City of Casper secured a loan from the CWSRF in the amount of \$3,100,000 for the first phase of WWTP Upgrade projects. This project replaces two critical unit processes which are 28-33 years old: 1) Bar Screen Replacement and 2) Emergency Generator Replacement. The mechanical bar screens were replaced utilizing monies from the CWSRF Loan #127 in the amount of \$1,010,074.56, leaving a balance of \$2,089,925.44. In 2010, ARCADIS U.S., Inc. (ARCADIS), the consultant under contract for the project, provided the original estimate for the emergency generator replacement at the WWTP in the amount of \$1,900,000. An updated estimate was received in 2014 from ARCADIS in the amount \$2,600,000, due to increased material costs and inflation. In order to purchase the generator, the City requested an additional \$510,000 necessary to complete the project through the CWSRF.

The SLIB requires the City of Casper to complete and execute the First Amended Loan Agreement, First Amended Promissory Note, and First Amended Assignment and Pledge of Revenues, and return the originals for full execution by the SLIB.

The loan documents and resolution are prepared for Council consideration.

CWSRF #127

FIRST AMENDMENT TO LOAN AGREEMENT BETWEEN THE STATE OF WYOMING AND THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

On August 21, 2012, the City of Casper, Natrona County, Wyoming ("Borrower") and the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board ("Board"), executed a Clean Water State Revolving Fund Loan Agreement in the amount of Three Million One Hundred Thousand Dollars and No/100 (\$3,100,000.00) together with interest thereon at a rate of two and one-half percent (2.5%) per annum for a term of twenty (20) years. Upon completion of the project and prior to repayment of the loan, this loan shall be granted principal forgiveness up to twenty-five percent (25%) of the drawn loan funds, not to exceed Seven Hundred Seventy-Five Thousand Dollars and No/100 (\$775,000.00). The Borrower will be required to pay the accrued loan interest in full at the time of the principal forgiveness award. A copy of said Loan Agreement is attached as Appendix A and incorporated herein by reference.

On June 2, 2016, the Board authorized increased funding for the Loan in the amount of Five Hundred Ten Thousand Dollars and No/100 (\$510,000.00) together with interest thereon at a rate of two and one-half percent (2.5%) per annum for a term of twenty (20) years, with no additional principal forgiveness on this award.

The purpose of this Amendment is to increase the principal Loan amount to Three Million Six Hundred Ten Thousand Dollars and No/100 (\$3,610,000.00) together with interest thereon at a rate of two and one-half percent (2.5%) per annum for a term of twenty (20) years. The Borrower agrees to make payments in accordance with the First Amended Promissory Note. An updated project timeline with expected completion dates is part of this Amendment. All other terms and conditions of the original Loan Agreement shall remain in full force and effect including, but not limited to, sovereign immunity. In addition, the Borrower agrees to comply with the American Iron and Steel clause below.

American Iron and Steel.

The Borrower covenants and agrees that no funds from this Loan may be used for this project unless all of the iron and steel used in the project are produced in the United States, unless a waiver is provided to the recipient by the Environmental Protection Agency (EPA). The Borrower must secure "Buy American" certifications from all project prime contractors and subcontractors within thirty (30) days of contract award. The Borrower must provide the prime contractor and subcontractor certifications to OSLI within thirty (30) days after receipt. The Borrower may not commence construction of its project until all prime contractor and subcontractor certifications have been provided to OSLI.

Dated this _____ day of _____, 2016.

WYOMING STATE LOAN AND INVESTMENT BOARD

BY: _____
GOVERNOR MATTHEW H. MEAD

ATTEST:

BRIDGET HILL, DIRECTOR
OFFICE OF STATE LANDS AND INVESTMENTS

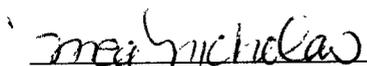
CITY OF CASPER

BY: _____
DANIEL SANDOVAL, MAYOR

ATTEST:

TRACEY L. BELSER, CITY CLERK

Attorney General's Office Approval as to Form:



Megan Nicholas, Assistant Attorney General

Applicant: City of Casper

Project Name: Wastewater Treatment Plant Upgrades - Phase I

PROJECT TIMELINE

Task	Date	Actual/Estimate
1. Contract documents submitted to SRF Staff for approval	July 1, 2016	Estimate
a) Apply for DEQ Permit to Construct	July 15, 2016	Estimate
b) All permits, easements, Right of Ways approved or finalized/sign	N/A	N/A
2. Publish call for bids approved by SRF Staff	August 1, 2016	Estimate
3. Construction start date	September 1, 2016	Estimate
4. Substantial completion date	February 28, 2017	Estimate
5. Construction end date	March 14, 2017	Estimate

LOAN AGREEMENT

APPENDIX "A"

The State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (hereinafter "Board"), on the 6th day of October, 2011, in the normal course of business, authorized a Clean Water State Revolving Fund Loan (hereinafter the "Loan") in the amount of Three Million One Hundred Thousand and No/100 (\$3,100,000.00) to the City of Casper, Natrona County, Wyoming, (hereinafter "City") for the purpose of funding the City's wastewater treatment plant upgrades Phase 1.

The Loan is to be secured by the City with the pledge and assignment of revenues from the City's wastewater treatment plant user charges and collected wastewater treatment plant system investment charges to be used for the annual loan payments which the City will make to the Clean Water State Revolving Fund. In lieu of establishing a separate account designated for loan repayment, the City will remit quarterly loan payments in the amount of Forty Nine Thousand Three Hundred Fifty Nine Dollars and 93/100 (\$49,359.93). This assignment will be in effect for the "Loan Term" of twenty (20) years, commencing with the year 2013, or until the Loan secured hereby has been repaid in full. A copy of said Assignment and Pledge of Revenues is attached to this Agreement and incorporated herein by this reference. The pledge and assignment by the City shall not be subordinate to, but shall be in parity with, any other pledge or assignment of such revenues existing and perfected at the time of this Agreement's execution; it shall be superior to any such pledge or assignment in the future.

Now, therefore, for and in consideration of the Loan by the Board, the City agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein.

For value received, the City agrees to pay to the order of the Board the principal sum of Three Million One Hundred Thousand Dollars and No/100 (\$3,100,000.00) together with interest thereon at the rate of two and one-half percent (2.5%) per annum for a term of twenty (20) years. Upon completion of the project and prior to repayment of the loan, this loan shall be granted principal forgiveness up to twenty-five percent (25%) of the drawn loan funds, not to exceed Seven Hundred Seventy-Five Thousand Dollars and No/100 (\$775,000.00). A copy of the Promissory Note setting forth specific conditions and terms is attached hereto and incorporated herein by reference and all references to this Loan Agreement herein shall be deemed to include the Note.

1. Davis-Bacon Wage Act:

The City covenants and agrees that all laborers and mechanics employed by contractors and subcontractors on the project, funded directly by or assisted in whole or in part by this Loan, shall be paid wages at rates not less than those

prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All pertinent information related to compliance with labor standards, including prevailing wage rates may be obtained from the Department of Labor.

Documentation must be retained for three (3) years after project completion and made available to the OSLI and the DEQ upon request. The City must certify to the best of the City's knowledge and belief that this project complies with section 513e) of the Clean Water Act and that all laborers and mechanics employed by contractors and subcontractors during the reporting period were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met. Such certification shall be obtained on loan draft request forms provided by the OSLI. The City must acknowledge prior to the bidding of the project the receipt of the Guidance requirements provided by the DEQ at the following website:

<http://deq.state.wy.us/wqd/www/srf/index.asp> to the OSLI. At the time of bidding, the City must confirm that all applicable Guidance requirements are being met.

2. Initiating Operations /Substantial Completion Notification.

The City must notify the OSLI and the DEQ in writing within thirty (30) days of the date of initiating operations or substantial completion of construction under this Project. The City must start repayment of the Loan within one (1) year of initiation of operations or substantial completion, whichever date occurs first.

3. Disbursement of Loan Proceeds.

The Loan proceeds shall be disbursed in minimum draws of \$1,300. Requests for disbursement shall be submitted on a form provided by the OSLI. Requests for disbursement shall only be for project costs which have been incurred and shall be subject to review by OSLI and DEQ. The City shall make payment for loan draft request invoices within ten (10) business days of receipt of reimbursement from the OSLI. If for any reason the City is unable to comply, the City must notify the OSLI immediately.

4. Source of Repayment Pledge.

The City irrevocably pledges the source of repayment described in this Loan Agreement for the punctual payment of the principal and the interest on the Loan, and any and all other amounts due under this Loan Agreement.

5. Performance Under Loan Agreement.

The City covenants and agrees (i) to maintain its wastewater system in good repair and operating condition and (ii) to cooperate with the OSLI and DEQ in its observance and performance of the respective duties, covenants, obligations and agreements of the City under this Loan Agreement.

6. Completion of Project and Provisions of Moneys Therefore.

The City covenants and agrees (i) to exercise its best efforts in accordance with prudent sewer system practice to complete the Project and to accomplish such completion on or before the estimated Project completion date set forth in the current Project schedule approved by the Project Engineer and hereby made a part hereof; and (ii) to provide from its own fiscal resources all moneys, in excess of the total amount of the Loan, required to complete the Project.

7. Disposition of Wastewater System.

The City covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of its wastewater system or any other system which provides revenues for upkeep and maintenance of the wastewater system except on ninety (90) days' prior written notice to the OSLI and DEQ and, in any event, shall not sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the City, with the prior written approval of the Board, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Exhibit A, Item 7 to the purchaser or lessee of the wastewater system which must be an eligible political subdivision as defined in the Clean Water State Revolving Fund (CWSRF) Rules and Regulations, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the City under this Loan Agreement; and (ii) the Board in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the City or its assignees to meet its duties, covenants, obligations and agreements under the Loan Agreement, (B) any agreement entered into by the Board, or any condition of any grant received by the Board from, the United States of America, which is related to any capitalization grant received by the Board under the Clean Water Act.

8. Records; Accounts.

The City shall keep accurate records and accounts for its wastewater system (the "System Records") separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be maintained in accordance with generally accepted government accounting standards, and at a minimum the City shall have annual financial statements prepared by an independent party. The OSLI may require system records to be audited annually by an independent accountant, in which case the audit may be part of the annual audit of the General Records of the City. Such System Records and General Records shall be made available for inspection by the OSLI and DEQ at any reasonable time, and a copy of the financial statements or the independent annual audit, including all written comments and recommendations of such accountant, shall be furnished to the OSLI within 150 days of the close of the fiscal year. The City agrees that if it expends an aggregate amount of Five Hundred Thousand Dollars and No/100 (\$500,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The City agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Loan, the City shall provide one (1) copy of the audit report to the State and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the State's records.

9. Inspections; Information.

The City shall permit the OSLI and DEQ, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property, including the wastewater system if any, constituting the project, and to inspect and make copies of any accounts, books and records, including (without limitation) its System Records, General

Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the OSLI, and DEQ may reasonably require in connection therewith. The City shall inform the OSLI and DEQ of any changes, irregularities, and/or problems. These may include but are not limited to: change orders, Davis-Bacon related issues, contract interpretation issues, withholding liens, and scheduling alterations.

10. Cost of the Project.

The City certifies that the cost of the Project, as listed in the Application for Financial Assistance, is a reasonable and accurate estimation and upon direction of the OSLI or DEQ, as the case may be, shall supply the same with a certificate from its engineer stating that such is a reasonable and accurate estimation, taking into account investment income to be realized during the course of the Project and other money that would, absent the Loan, have been used to pay the cost of the Project. Borrower acknowledges and agrees that loan funds are provided by the U.S. Environmental Protection Agency, Clean Water Act, CFDA #66.458, through the State Clean Water State Revolving Fund Loan Program, administered by the OSLI and the Board. Borrower agrees to report receipt of such funds as Federal Funds pursuant to the Federal Single Audit Act, as amended, and revised OMB Circular A-133.

11. Reimbursement for Ineligible Costs.

The City shall promptly reimburse the OSLI for any portion of the Loan which is funded, but which is subsequently determined to be a cost of the wastewater system which is not eligible for funding, from cash draws under the State Clean Water State Revolving Fund. Such reimbursement shall be promptly repaid to the OSLI upon written request of the OSLI.

12. Advertising.

The City agrees not to advertise the project for bids until plans and specifications including but not limited to engineer's cost estimate, with bid extensions and detailed cost estimates, which should include estimated costs of major components for the project have been approved by the DEQ.

13. User Charges.

The City shall establish, levy and collect rents, rates and other charges for products and services provided by its wastewater system, which rents, rates, and other charges shall be at least sufficient, (A) to meet the operation and maintenance expenses of its wastewater system, including any reserve or replacement fund established by the City for the sound fiscal management and/or for maintenance of the wastewater system, (B) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds, notes or other evidences of indebtedness issued by the City or any other contractual obligations incurred by the City, (C) to pay the debt service requirements on all other bonds, notes or other subordinated evidences of indebtedness whether now

outstanding or incurred in the future issued to finance improvements to the wastewater system and to make any other payments required by law which are payable from funds pledged to the payment of the Loan Agreement, (D) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the City, including, without limitation, this Loan Agreement, and (E) to pay all other amounts payable from or constituting a lien or charge on the funds pledged to the payment of the Loan. The City also agrees that such system of user charges will be maintained at all times that this Loan Agreement is in effect.

During the Loan Term, the City will establish a system of user charges to assure each recipient of wastewater system services from the wastewater system will pay such recipient's proportionate share of the cost of operation and maintenance, including replacement of the wastewater system and the City also agrees that such system of user charges will be maintained.

14. Commencement of Construction.

Within twelve (12) months after the execution date of this agreement, the City shall expeditiously initiate the project and complete construction in accordance with the approved schedule. The City shall receive OSLI, and DEQ written approval before implementing changes which delay the project schedule. In the event an extension is not approved or the project is not under construction within twelve (12) months after the execution date of this agreement, OSLI will give written notice that the commencement of construction has exceeded the period allowed and the Loan will be considered closed and repayments (if any) will start within one year of the notice.

15. Project Ending Date

The City covenants and agrees that it will draw all funds on this Loan by April 15, 2014. In the event the City is unable to draw all the funds by this date, the City may request an extension from OSLI, at least ninety (90) days prior to this date. If the City fails to draw all of its eligible Loan funds by April 15, 2014, or received an extension from OSLI, then those funds will no longer be available and the Loan will be closed. Any remaining Loan funds will revert back to the Board.

16. Interest in Project Site.

As a condition of the Loan, the City hereby warrants to the satisfaction of the OSLI and DEQ, before advertising for bids for construction, that the City has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and right-of-ways, as the OSLI and DEQ finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

17. Archaeological Artifacts.

In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the City shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historic Preservation Office and the DEQ of such unearthing and follow all applicable state and federal laws and regulations governing such occurrences. The City may wish to hire a qualified archaeologist to monitor construction activities.

18. Operation and Maintenance of Wastewater System.

The City covenants and agrees that it shall, in accordance with prudent wastewater system practice, (i) at all times operate the properties of its wastewater system and any business in connection therewith in an efficient manner, (ii) maintain its wastewater system in good repair, working order and operating condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterment and improvements with respect to its wastewater system so that at all times the business carried on in connection therewith shall be properly and advantageously conducted; provided, however, this covenant shall not be construed as requiring the City to expend any funds which are derived from sources other than the operation of its wastewater system and provided further that nothing herein shall be construed as preventing the City from doing so.

19. Binding Effect.

This Loan Agreement shall inure to the benefit of and shall be binding upon the Board and the City, their respective successors and assigns.

20. Severability.

In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

21. Floodplain Management.

The City will comply with the floodplain management standards of the National Flood Insurance program.

22. Additional Covenants and Requirements.

If necessary in connection with the Board's issuance of the Loan, additional covenants and requirements will be included on Exhibit A to, and hereby made part of, this Loan Agreement. The City agrees to observe and comply with each such additional covenant and requirement, if any, included on Exhibit A on the date of the Loan Closing. The City agrees to comply with all applicable Federal, State, and local laws related to this Project and the Loan Agreement.

INTENTIONALLY LEFT BLANK

23. Sovereign Immunity.

The State of Wyoming, the Wyoming Office of State Lands and Investments, and the Wyoming State Loan and Investment Board do not waive sovereign immunity by entering into this agreement, and specifically retain immunity and all defenses available to them as sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. Likewise, the City of Casper does not waive governmental immunity and it retains all immunities and defenses available to it as a governmental entity under Wyo. Stat. § 1-39-101, et seq., and all other applicable law.

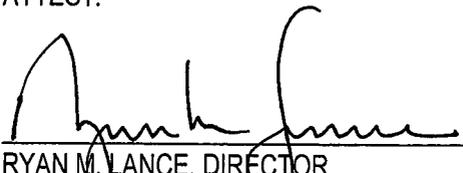
IN TESTIMONY WHEREOF, I, Matthew H. Mead, President of the Wyoming State Loan and Investment Board, have executed these presents and caused the official seal of the Wyoming State Loan and Investment Board of the State of Wyoming to be affixed hereto at the City of Cheyenne, State of Wyoming, this 21 day of August, 2012.

WYOMING STATE LOAN AND INVESTMENT BOARD

BY: 

GOVERNOR MATTHEW H. MEAD

ATTEST:



RYAN M. LANCE, DIRECTOR
OFFICE OF STATE LANDS AND INVESTMENTS

CITY OF CASPER

BY: 

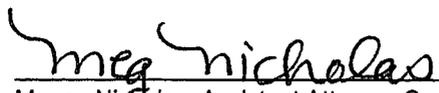
KENYNE SCHLAGER, MAYOR

ATTEST:



V. H. MCDONALD, CLERK/TREASURER

Attorney General's Office Approval as to Form:



Megan Nicholas, Assistant Attorney General

EXHIBIT A

ADDITIONAL COVENANTS AND REQUIREMENTS

1. Certification from the engineer must be furnished prior to commencement of operation stating that the Project was constructed as shown in the plans submitted or a justification by the engineer and/or operating entity of any changes that were made.

2. The City must comply with all applicable City and/or County regulations prior to construction.

3. The City will comply with all requirements and mitigation efforts as called out or detailed in the environmental assessment documents.

4. The City will immediately increase sewer rates as necessary to comply with the user charge covenant requirement of the Loan Agreement.

5. The City, subsequent to bid opening and prior to initiating construction, shall submit to DEQ a construction schedule with key construction dates.

6. Assignment by the City of Casper. This Loan Agreement cannot be assigned by the City for any reason, unless the following conditions shall be satisfied: (a) the Board shall have approved said assignment in writing; (b) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the City's duties, covenants, agreements and obligations under the Loan Agreement; (c) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the City under the Loan Agreements; (d) the OSLI shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Board with, or condition of any grant received by the Board from the United States of America which is related to any capitalization grant received by the Board under the Clean Water Act. No assignment under this paragraph shall relieve the City from primary liability for any of its obligations under this Loan Agreement; and, in the event of such assignment, the City shall continue to remain solely liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Applicant

City of Casper, Wyoming

Project Name:

Casper Wastewater Treatment Plant Upgrades - Phase I

PROJECT TIMELINE

Task	Date	Actual/Estimate
1. Contract documents submitted to SRF Staff for approval	10/15/12	Estimate
a) Apply for DEQ Permit to Construct	10/15/12	Estimate
b) All permits, easements, Right of Ways approved or finalized/signed		Estimate
2. Publish call for bids approved by SRF Staff	12/15/12	Estimate
3. Construction start date	02/15/13	Estimate
4. Substantial completion date	09/15/13	Estimate
5. Construction end date	10/15/13	Estimate

This project will involve 2 stages as detailed below:

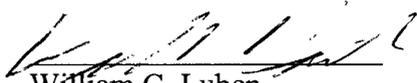
UPDATED ESTIMATED PROJECT SCHEDULE - PHASE 1

- o Contract Documents Submittal to SRF Staff
 - Stage 1 - Bar Screen Replacements April 30, 2012
 - Stage 2 - Emergency Generator Replacement October 15, 2012
- o Submit to DEQ for Permit to Construct
 - Stage 1 - Bar Screen Replacements April 30, 2012
 - Stage 2 - Emergency Generator Replacement October 15, 2012
- o Easements, Right-of-Ways
NA - On-Site
- o Call For Bids
 - Stage 1 Bar Screen Replacements July 1, 2012
 - Stage 2 - Emergency Generator Replacement December 15, 2012
- o Construction Start Date
 - Stage 1 - Bar Screen Replacements August 15, 2012
 - Stage 2 - Emergency Generator Replacement February 15, 2013
- o Substantial Completion Date
 - Stage 1 - Bar Screen Replacements February 28, 2013
 - Stage 2 - Emergency Generator Replacement September 15, 2013
- o Construction End Date
 - Stage 1 - Bar Screen Replacements March 30, 2013
 - Stage 2 - Emergency Generator Replacement October 15, 2013

APPROVAL AS TO FORM

I have reviewed the attached *First Amendment to Loan Agreement Between the State of Wyoming and the City of Casper, Natrona County, Wyoming*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: July 25, 2016.


William C. Luben
City Attorney

WATER POLLUTION CONTROL CLEAN WATER STATE REVOLVING LOAN NOTE

STATE OF WYOMING
 WYOMING STATE LOAN AND INVESTMENT BOARD
 CHEYENNE, WYOMING

FIRST AMENDED PROMISSORY NOTE

On August 7, 2012, the City of Casper, Natrona County, Wyoming ("Borrower"), executed a Promissory Note to pay the Wyoming State Loan and Investment Board, the sum of Three Million One Hundred Thousand Dollars and No/100 (\$3,100,000.00) together with interest thereon at a rate of two and one-half percent (2.5%) per annum for a term of twenty (20) years. Upon completion of the project and prior to repayment of the loan, this loan shall be granted principal forgiveness up to twenty-five percent (25%) of the drawn loan funds, not to exceed Seven Hundred Seventy-Five Thousand Dollars and No/100 (\$775,000.00). The Borrower will be required to pay the accrued loan interest in full at the time of the principal forgiveness award. A copy of said Promissory Note is attached as Appendix A and incorporated herein by reference.

On June 2, 2016, the Board authorized increased funding for the Loan in the amount of Five Hundred Ten Thousand Dollars and No/100 (\$510,000.00) together with interest thereon at a rate of two and one-half percent (2.5%) per annum for a term of twenty (20) years, with no additional principal forgiveness on this award.

The purpose of this Amended Promissory Note is to establish a new schedule for repayment of the new principal sum of Three Million Six Hundred Ten Thousand Dollars and No/100 (\$3,610,000.00) together with interest thereon at a rate of two and one-half percent (2.5%) per annum for a term of twenty (20) years. The Borrower promises to pay Three Million Six Hundred Ten Thousand Dollars and No/100 (\$3,610,000.00). All other terms and conditions of the original Promissory Note shall remain in full force and effect.

Dated this _____ day of _____, 2016.

CITY OF CASPER

BY: _____
 DANIEL SANDOVAL, MAYOR

ATTEST:

 TRACEY L. BELSER, CITY CLERK

WATER POLLUTION CONTROL
CWSRF- 127
CLEAN WATER STATE REVOLVING LOAN NOTE

STATE OF WYOMING
WYOMING STATE LOAN & INVESTMENT BOARD
CHEYENNE, WYOMING

APPENDIX "A"

PROMISSORY NOTE

\$3,100,000.00

August 7, 2012

For value received the City of Casper, Natrona County, Wyoming, (hereinafter "City") promises to pay to the order of the Wyoming State Loan & Investment Board (hereinafter "Board") at Cheyenne, Wyoming, the sum of Three Million One Hundred Thousand Dollars and No/100 (\$3,100,000.00) together with interest at a rate of two and one-half percent (2.5%) per annum, in the manner and from the revenue as is more particularly set forth below. Upon completion of the project and prior to repayment of the loan, this loan shall be granted principal forgiveness up to twenty-five percent (25%) of the drawn loan funds, not to exceed Seven Hundred Seventy-Five Thousand Dollars and No/100 (\$775,000.00).

Annual repayment of principal and interest shall begin not later than one (1) year after substantial completion or initiation of operation of the "project" whichever date occurs first, as set forth and described in the Loan Agreement of even date with this Promissory Note (hereinafter "Note"). Said Loan Agreement being incorporated herein at this point as if fully set forth.

Attached hereto is a preliminary amortization schedule of the principal and interest payments due from the City pursuant to this Note. Pursuant to the Loan Agreement, the Parties understand that the First Payment Due Date will be on or before a date which is one (1) year after substantial completion or initiation of operations of the "project" whichever date occurs first. Prior to the First Payment Due Date, the amount of principal forgiveness shall be applied to the Promissory Note amount and the Note and the amortization schedule[s] shall be amended to reflect the amount of principal forgiveness. The amount of the first payment due under the Note will include accrued interest on disbursements. In the event the City does not borrow the entire sum of Three Million One Hundred Thousand Dollars and No/100 (\$3,100,000.00), the Parties agree to amend the Note and amortization schedule to reflect the principal sum actually borrowed by the City with all of the other

terms of Note remaining the same.

All or any portion of the principal due on this Note may be prepaid at any time. The City shall have the right and privilege of making extra payments or pay the entire unpaid balance at any time without penalty. Extra payments shall be credited first to interest due and the balance to principal. Advance or extra payments on account of the principal shall not reduce the annual payments to be made but are to operate only to discharge the loan at an earlier date.

In the event the annual payment of principal and interest is not received on the specified due date of each year, the City will be in default, and the Board may proceed against the revenues assigned and pledged by the City pursuant to the loan Assignment and Pledge of Revenues as provided by law.

Failure to pay any installment or installments hereon when due shall entitle the holder hereof to declare the whole of the unpaid balance on this Note due and payable on demand.

The maker of this Note hereby accepts the conditions hereon and expressly waives presentment for payment and any claims presented pursuant to W.S. § 15-1-125, protest and notice of protest for nonpayment hereof and all defenses on the grounds of any extension of time of payment that may be given by the holder hereof.

In the event of suit to enforce payment of this Note for any installment, interest, or part thereof, the undersigned maker agrees to pay, in addition to the costs and disbursements provided and allowed by law, reasonable attorney's fees and costs.

CITY OF CASPER

BY: 
KENYNE SCHLAGER, MAYOR

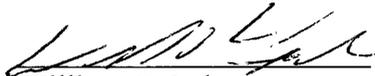
ATTEST:


V. H. MCDONALD, CLERK/TREASURER

APPROVAL AS TO FORM

I have reviewed the attached *First Amended Promissory Note*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: July 25, 2016.

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

William C. Luben
City Attorney

CWSRF LOAN #127

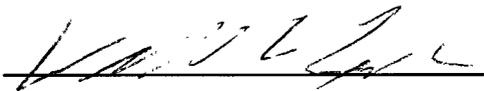
FIRST AMENDED ASSIGNMENT AND PLEDGE OF REVENUES

For value received the City of Casper, Natrona County, Wyoming (hereinafter "Borrower") does hereby assign and pledge to the Wyoming State Loan & Investment Board at Cheyenne, Wyoming all revenues generated from City's Wastewater Treatment Plant Fund user charges and collected Wastewater Treatment Plant System investment charges reimbursement for the annual loan payments which the Borrower will make to the Clean Water State Revolving Fund necessary to meet their amortized annual payment of principal and interest obligation as set forth in the schedule for repayment of this Promissory Note. This assignment will be in effect until the Clean Water State Revolving Account Loan of Three Million Six Hundred Ten Thousand Dollars and No/100 (\$3,610,000.00), has been paid in full or, if a lesser sum is actually borrowed, until such lesser sum, as secured hereby has been repaid in full. The Assignment and Pledge of Revenues granted by this Assignment shall not be subordinate to any other pledge or assignment of such revenues by the Borrower.

IN WITNESS, the City of Casper, Natrona County, Wyoming has caused this Assignment to be signed this _____ day of _____, 2016.

APPROVED AS TO FORM:

CITY OF CASPER



By: _____
DANIEL SANDOVAL, MAYOR

ATTEST:

TRACEY L. BELSER, CITY CLERK

RESOLUTION NO. 16-209

A RESOLUTION AUTHORIZING FIRST AMENDED LOAN AGREEMENT, FIRST AMENDED PROMISSORY NOTE, AND FIRST AMENDED ASSIGNMENT AND PLEDGE OF REVENUES WITH THE WYOMING STATE LANDS AND INVESTMENT BOARD FOR A LOAN INCREASE TO THE CLEAN WATER STATE REVOLVING FUND LOAN #127 FOR THE WASTEWATER TREATMENT PLANT EMERGENCY GENERATOR PROJECT.

WHEREAS, the City of Casper, on August 7, 2012, consummated a \$3,100,000.00 core loan (CWSRF #127) through the State Revolving Fund for the Wastewater Treatment Plant Upgrades – Phase 1 Project; and,

WHEREAS, additional monies are necessary to construct the Wastewater Treatment Plant Emergency Generator Project; and,

WHEREAS, the Governing Body for the City of Casper authorized the participation in the State Revolving Fund program to further assist with financing this project; and,

WHEREAS, the Wyoming State Lands and Investment Board fully approved the City of Casper's application for the loan increase to CWSRF #127 in the amount of \$510,000.00 with a per annum interest rate of 2.5% and a loan term of twenty (20) years, with no additional principal forgiveness; and,

WHEREAS, the Governing Body for the City of Casper plans to repay the requested State Revolving Fund Loan from the following sources: 1) Wastewater Treatment Plant Fund user charges; and 2) Collected Wastewater Treatment Plant system investment charges.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to complete and execute the First Amended Loan Agreement, First Amended Promissory Note, and First Amended Assignment and Pledge of Revenues with the Wyoming State Lands and Investments Board.

BE IT FURTHER RESOLVED: That the City Manager and Public Services Director for the City of Casper is hereby designated as the authorized representatives of the City of Casper to act on behalf of the Governing Body on all matters relating to this loan application.

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

APPROVED AS TO FORM:



CWSRF #127 Loan Increase
WWTP Emergency Generator

Project No. 11-74

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

July 19, 2016

MEMO TO: V. H. McDonald, City Manager 

FROM: Tracey Belser, Support Services Director 
Linda Carlson, Assistant Support Services Director 
Carla Mills-Laatsch, Customer Services Supervisor 

SUBJECT: Authorize the issuance of a taxi company license for NC Cabs, located at 4805 Highway Street, Mills, Wyoming.

Recommendation:

That Council, by minute action, authorize the issuance of a taxicab company license to Doug Esterline, d.b.a. NC Cabs, located at 4805 Highway Street, Mills, Wyoming.

Summary:

An application to obtain a license to operate a taxicab company within the City of Casper has been received from Doug Esterline, d.b.a. NC Cabs.

The City of Casper Municipal Code 5.60.120 requires the licensing of taxicab companies who operate a business in the City. While the business location of NC Cabs is in Mills, Wyoming the company is subject to City of Casper licensing for the business it conducts within the City.

The licensing process requires a background check to be conducted by the Chief of Police or his/her designee and provides that the City Council may refuse to issue the license for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy has been reviewed and approved by Risk Management. This company is located in the Town of Mills and has met their zoning requirements.

The background check for this individual by the Casper Police Department did not reflect any issues; and the City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. Lastly, this applicant meets the qualifications listed in Section 5.60.130 of the Casper Municipal Code.



City of Casper
POLICE DEPARTMENT

07/11/2016

Memorandum

To: Tracy Belser, Administrative Services Director

From: Chief Jim Wetzel

Reference: Recommendation for Issuing Taxi Cab Drivers License.

Recommendation:

Pursuant to the requirements of Casper Municipal Code 5.60.120 (A), I recommend the issuance of Taxicab Company License to be **approved** for the following individual(s)

Douglas Esterline- NC Cabs

Summary:

The Casper Police Department received requests from applicants for Taxicab Driver's licenses to conduct necessary background checks as required by Casper Municipal Code 5.60- Vehicles for Hire. To the extent possible, for the State of Wyoming only, timely background checks were performed on the individuals applying for the licenses. The above individual(s) were determined to have met the license qualification requirements of Casper Municipal Code 5.60.120 (A).